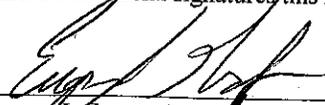


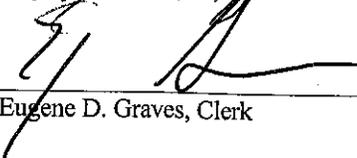
CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of Sanitary and Improvement District Number 311 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 26th day of May, 2016.


Eugene L. Graves, Jr., Chairman


Eugene D. Graves, Clerk

**MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES
OF SANITARY AND IMPROVEMENT DISTRICT NO. 311 OF
SARPY COUNTY, NEBRASKA HELD AT 10:00 A.M. ON MAY 26,
2016 AT 11440 WEST CENTER ROAD, OMAHA, NEBRASKA**

The meeting of the Board of Trustees of Sanitary and Improvement District No. 311 of Sarpy County, Nebraska was convened in open and public session at 10:00 a.m. on May 26, 2016, at 11440 W. Center Road, Omaha, Nebraska, 68144.

Present at the meeting were Trustees Eugene J. Graves, Jr., Susan Sawyer Malnack, Eugene D. Graves and Mary E. Graves. Also present were Larry A. Jobeun of Fullenkamp, Doyle & Jobeun, attorneys on behalf of the District; Eric Galley and Jeff Lake of Olsson Associates, engineers on behalf of the District; and Adam Flanagan of Kuehl Capital Corporation, municipal advisors on behalf of the District. Trustee Sherri Hinkel was absent.

Notice of the meeting was given in advance thereof by publication in The Omaha World-Herald on May 19, 2016, a copy of the Proof of Publication being attached to these minutes. Notice of the meeting was simultaneously given to all members of the Board of Trustees and a copy of their Acknowledgement of Receipt of Notice is attached to these minutes. Availability of the agenda was communicated in the published notice and in the notice 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 Sarpy County Clerk and the City of Springfield City 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.

Discussion was then had concerning appointing a Chairman and Clerk whereupon, a motion was duly made, seconded and unanimously adopted appointing Eugene J. Graves, Jr. as Chairman and Eugene D. Graves as Clerk. The Clerk was then directed to file bonds for the Chairman and Clerk in the respective amounts of \$5,000.00 and \$20,000.00 with the Sarpy County Clerk and to retain copies of the same for the District's file.

The Chairman first presented the Contract for Financial Advisor/Fiscal Agent Services from Kuehl Capital Corporation, whereupon, following review and discussion a motion was duly made, seconded and upon a roll call vote of "aye" by the Trustees, the Chairman and Clerk were

authorized and directed to execute said agreement on behalf of the District. The Clerk was then directed to attach the same to these minutes.

The Chairman next presented the Agreement to Purchase Obligations, to be entered into by and between the District and First National Capital Markets, for the purchase, placement and related underwriter services relating to the issuance of General Fund and Bond Fund warrants of the District. The same was then discussed. Then, upon a motion duly made, seconded, and upon a roll call vote of "aye", the Board unanimously approved the Agreement and authorized the Chairman and Clerk to sign on behalf of the District. The Clerk was then directed to attach the same to these minutes.

The Chairman then advised that it had been called to the Board's attention that the District should adopt post-issuance compliance procedures to comply with Federal tax and securities laws and regulations relating to the Outstanding Tax-Exempt Obligation (warrants and/or bonds) of the District. Following discussion, a motion was duly made, seconded and upon a roll call vote of "aye", the following resolution was unanimously adopted:

BE IT RESOLVED by the Board of Trustees of the District No. 311 of Sarpy County, Nebraska (the "District") as follows:

Section 1: The Board of Trustees of the District hereby finds and determines that:

(a) the District was duly formed and remains in existences to the Constitution and applicable laws of the State of Nebraska;

(b) the District has heretofore issued and there are now outstanding bonds and/or warrants of the District (collectively, the "Outstanding Tax-Exempt Obligation"); and

(c) it is necessary and advisable for the District to adopt certain procedures to promote compliance with certain federal tax and securities laws relating to the Outstanding Tax-Exempt Obligation.

Section 2: Now, therefore, be it resolved that the policy and procedures attached hereto as Exhibit "A" are hereby adopted by the Board of Trustees of the District in all respects.

Section 3: This Resolution shall be in full force and effect immediately upon its adoption by the Board of Trustees of the District.

Discussion then followed concerning the necessity of appointing a compliance officer, whose responsibility would be review of compliance with Federal tax requirements as generally outlined in the Procedures attached to these minutes. Then, upon a motion duly made, seconded and unanimously adopted, the Trustees appointed Eugene "Dan" Graves, Clerk of the District, as the compliance officer.

The Chairman next presented the Paying Agent and Registrar Agreement, by and between the District and Bankers Trust Company, for paying agent and registrar services to be administered on behalf of the District, with regards to the issuance of warrants and bonds. Then, upon a motion duly made, seconded and upon a roll call vote of "aye" by all Trustees present, the Paying Agent and Registrar Agreement was approved. The Chairman then signed duplicate originals of the agreement on behalf of the District.

The Chairman next presented the Dissemination Agreement, by and between the District and Bankers Trust Company, wherein Bankers Trust is assigned the roll of Dissemination Agent on behalf of the District for an annual fee of \$250.00. Then, upon a motion duly made, seconded and upon a roll call vote of "aye" by all Trustees present, the Dissemination Agreement was unanimously approved. The Chairman then signed duplicate originals of the agreement on behalf of the District.

The Chairman next presented the Contract for Legal and Administrative Services between the District and Fullenkamp, Doyle & Jobeun, whereupon, a motion was duly made, seconded and unanimously adopted authorizing the Chairman and Clerk to execute said agreement on behalf of the District. The Clerk was then directed to attach a copy of said agreement to these minutes.

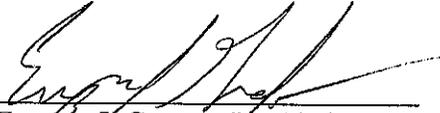
The Chairman next presented the Contract for Engineering Services to be entered into by and between the District and Olsson Associates, whereupon, a motion was duly made, seconded and unanimously adopted authorizing the Chairman and Clerk to execute said agreement on behalf of the District. The Clerk was then directed to attach a copy of said agreement to these minutes.

The representative from Kuehl then presented the SEC Rule G-17 and G-23 letters regarding underwriter compliance and various other measures to be taken by the underwriter on behalf of the District. Then, upon a motion duly made, seconded and upon a roll call vote of "aye", the Trustees unanimously approved the letter and directed the Chairman to executed the same on behalf of the District.

[Remainder of page intentionally left blank]

**MINUTES SIGNATURE PAGE FROM THE MEETING OF SANITARY
AND IMPROVEMENT DISTRICT NO. 311 OF SARPY COUNTY,
NEBRASKA, HELD ON MAY 26, 2016 (INITIAL MEETING)**

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



Eugene J. Graves, Jr., Chairman

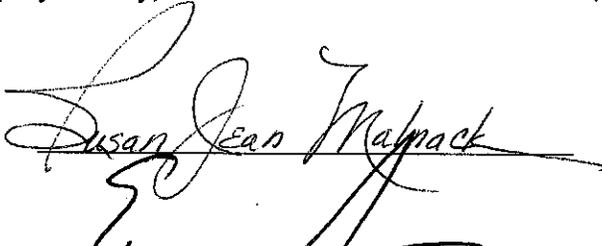


Eugene D. Graves, Clerk

**ACKNOWLEDGMENT OF
RECEIPT OF NOTICE OF MEETING**

The undersigned Trustees of Sanitary and Improvement District No. 311 of Sarpy County, Nebraska do hereby acknowledge receipt of advance notice of the initial meeting of the Board of Trustees of said District and that the agenda for such meeting, held at 10:00 a.m. on May 26, 2016, at 11440 West Center Road, Omaha, Nebraska, is kept continuously current at the office of the District's counsel.

DATED this ___ day of May, 2016.



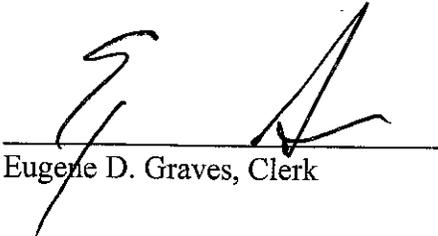




CERTIFICATE

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 May 26, 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 Omaha World-Herald on May 19, 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.



Eugene D. Graves, Clerk

CONTRACT FOR FINANCIAL ADVISOR/FISCAL AGENT SERVICES

THIS CONTRACT FOR FINANCIAL ADVISOR/FISCAL AGENT SERVICES (together with the attached Exhibits, this "Contract") is entered into and is effective as of May ____, 2016 (the "Effective Date") by and between **SANITARY AND IMPROVEMENT DISTRICT NO. 311 OF SARPY COUNTY IN THE STATE OF NEBRASKA** (the "District"), as its sole beneficiary, and **KUEHL CAPITAL CORPORATION** (the "Financial Advisor").

1. **Definitions.** All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with federal and state law, except where the context clearly indicates a different meaning.

2. **Term of Engagement.** (a) This Contract shall be for an initial term beginning on the Effective Date and running through the construction financing phase of the District, the completion of which shall be evidenced by the redemption of all construction fund warrants issued by the District with the proceeds of general obligation bonds of the District, subject to earlier termination pursuant to the provisions of Paragraph 9 and 10 hereof.

(b) Upon completion of the initial term defined in (a) above, if the parties take no action to terminate this Contract within sixty (60) days, the Contract shall automatically be extended for a subsequent term of two years and shall at the end of each succeeding fiscal year extend for an additional one year beyond the then end of the term unless one party gives the other party notice, not less than ninety (90) days prior to the end of a fiscal year, that such party does not agree to such extension of the term; subject to earlier termination pursuant to the provisions of Paragraph 9 and 10 hereof.

3. **Basic Services.** The Financial Advisor is hereby engaged by the District as an independent contractor to perform, in accordance with industry best practices and in the best interest of the District, such portions of the work which may include but is not limited to those items outlined in Exhibit A (which is attached hereto and incorporated as a part of this Contract) (the "Financial Advisor Services"). The Financial Advisor shall be compensated for performing such Financial Advisor Services as provided in Exhibit B, which is attached hereto and incorporated as a part of this Contract.

4. **Records and Accounts.** The Financial Advisor shall maintain all records and accounts in connection with the Financial Advisor Services performed pursuant to this Contract in the manner and for at least the length of time prescribed by federal and state rules, regulations and industry standard guidelines governing financial advisors.

5. **No Underwriting.** The Financial Advisor covenants and agrees that neither it nor any person who serves as an officer or employee of the Financial Advisor will directly or indirectly act as or on behalf of an underwriter for any bonds, warrants or other obligations issued by the District.

6. **No Conflict of Interest.** The Financial Advisor shall advise the District of any business relationship (formal or otherwise) which may in any way be (or be construed to be) a conflict of interest.

7. **Fiduciary Relationship.** The Financial Advisor acknowledges pursuant to this Contract that it has a fiduciary duty to the District under the federal securities laws and is required to act in the best interests of the District without regard to its own financial or other interests.

8. **No Other Compensation.** The Financial Advisor covenants and agrees that neither it nor any person who serves as an officer or employee of the Financial Advisor will receive or accept any compensation or other benefit or tangible thing of material value from any person or entity in connection with the issuance of any obligations or the incurrence of any indebtedness by the District or related to the Financial Advisor Services provided herein other than compensation pursuant to this Contract.

9. **Termination for Default.** Either party may terminate this Contract for failure of the other party to fulfill or promptly fulfill its covenants or obligations under this Contract.

(a) Upon a breach by one party of any covenant or obligation under this Contract, the non-breaching party shall send written notice of such breach to the other party. If the party in breach does not cure or remedy such breach within 30 business days of receiving such written notice, the non-breaching party may terminate this Contract immediately.

(b) If this Contract is terminated by reason of a default of the Financial Advisor prior to the completion of Financial Advisor Services under this Contract, the Financial Advisor shall immediately assign to the District, at the District's discretion, any contracts and/or agreements relative to this Contract entered into between the Financial Advisor and its subcontractors and consultants. The Financial Advisor also shall (i) immediately discontinue all work and services affected (unless the notice directs otherwise), and (ii) upon payment for work performed, promptly deliver to the District all studies, reports, documents, specifications, calculations, plans, estimates, summaries and other information and materials accumulated in performing this Contract.

10. **Termination upon Annexation.** This Contract will automatically terminate upon annexation of the District according to applicable Nebraska state law by a city with the authority to complete such annexation; provided all fees of the Financial Advisor hereunder have been paid in full.

11. **Ownership of Documents.** All studies, reports, documents, estimates, summaries and any other written materials produced, created or accumulated in performing this Contract and delivered to the District are and shall remain the property of the District and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the Financial Advisor.

12. **Liability.** The District agrees that the Financial Advisor's total liability under this Contract, for any reason, including but not limited to any negligence by or of the Financial Advisor,

shall not exceed the actual damages of the District. Neither the District nor the Financial Advisor shall be liable for any special, incidental, punitive or consequential damages to the other resulting from the breach of this Contract.

13. **Assignment.** This Contract is a professional service agreement which relies upon the personal and professional integrity and expertise of the Financial Advisor to provide professional services to the District, the Financial Advisor may only assign its obligations, rights, duties or interest in this Contract to an affiliate of the Financial Advisor or any corporation, firm or other entity into which the Financial Advisor may merge or consolidate or to which the Financial Advisor may sell all or substantially all of its assets, provided the assignee accepts all the rights and obligations hereunder.

14. **Consultants and Subcontractors.** Prior to the engagement of any consultants or subcontractors, the Financial Advisor shall submit for approval by the District a list of any consultants or subcontractors the Financial Advisor intends to engage to perform work and/or services related to this Contract; provided however, that the Financial Advisor does not anticipate the need to engage any consultants or subcontractors in the performance of Financial Advisor Services covered under this Contract.

15. **Notices.** All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States mail, postage prepaid or e-mailed (with hard-copy follow-up by mail or delivery) and addressed as follows:

To the District: Sarpy Co. SID No. 311 c/o
Fullenkamp, Doyle and Jobeun
11440 West Center Road, Ste. C Omaha,
Nebraska 68144

Attention: Mr. Larry Jobeun
Email: Larry@fdjlaw.com

To the Financial Advisor: Kuehl Capital Corporation
14747 California Street, Suite 1 Omaha,
Nebraska 68154

Attention: Mr. Robert A. Wood
Email: rwood@kuehlcapital.com

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices shall be deemed received when delivered.

16. **Independent Contractor.** The Financial Advisor is engaged as an independent contractor, and the Financial Advisor shall accomplish all of the Financial Advisor Services provided for herein in such capacity. The District, the Chairman or other agents of the District will

have no control or supervisory powers as to the detailed manner or method of the Financial Advisor's performance of the subject matter of this Contract.

17. **Time Is of the Essence.** Both the District and the Financial Advisor expressly agree that time is of the essence with respect to this Contract, and any schedule for completion of tasks pursuant to this Contract shall be observed accordingly; provided, however, that the District and the Financial Advisor understand and agree that delays in the performance of Financial Advisor Services pursuant to this Contract due to circumstances or events outside the control of the parties shall result in a reasonable revision of the schedule and shall not constitute a default under this Contract.

18. **Amendment.** This Contract may be modified only by a written amendment of subsequent date hereto, approved by the District and the Financial Advisor. In the event the Financial Advisor's scope of work is increased or changed so as to materially increase the scope of Financial Advisor Services, the Financial Advisor may seek to amend this Contract.

19. **Nonwaiver.** Failure by either party to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law, or failure by either party to notify the other party properly in the event of default, or the acceptance of or payment for service or review or approval of any document shall not release either party from any of the obligations of this Contract and shall not be deemed a waiver of any right of either party to insist upon strict performance hereof or any of its rights or remedies to a prior or subsequent default hereunder.

20. **Remedies Cumulative.** The rights and remedies contained in this Contract shall not be exclusive but shall be in addition to all rights and remedies now or hereafter existing whether by statute, at law or in equity; provided, however, neither party may terminate its duties under this Contract except in accordance with the provisions hereof.

21. **Headings.** The section headings of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Contract.

22. **Severability.** In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Contract.

23. **Entire Agreement.** This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the District and the Financial Advisor concerning this Contract. Neither the District nor the Financial Advisor has made or shall be bound by any agreement or any representation to the other concerning this Contract, which is not expressly set forth or incorporated by reference herein.

24. **Construction and Enforcement.** This Contract shall be construed and enforced in accordance with the laws of the State of Nebraska.

25. **Authority of the Parties.** Each of the parties to this Contract, and each person signing this Contract on behalf of such party, represents and warrants to the other party to this Contract as follows: (a) that such party has full power and authority to execute, deliver and carry out the terms and provisions of this Contract; (b) that such party has taken all necessary action to authorize the execution, delivery and performance of this Contract; (c) that the individual(s) and/or entities executing this Contract on such party's behalf have the authority to bind it to the terms and conditions of this Contract; and (d) that this Contract has been duly executed and delivered by such party.

26. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.

27. **Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Contract was approved and duly executed by the Chairman of Sanitary and Improvement District No. 311 of Sarpy County this _____ day of May, 2016.

SANITARY AND IMPROVEMENT
DISTRICT NO. 311 OF SARPY COUNTY IN
THE STATE OF NEBRASKA

By _____
(Signature)

By _____
(Printed name)

Title: Chairman

IN WITNESS WHEREOF, this Contract was duly executed by the Financial Advisor this
_____ day of May, 2016.

KUEHL CAPITAL CORPORATION

By

Name: Robert A. Wood
Title: Managing Director

EXHIBIT A

SCOPE OF SERVICES FINANCIAL ADVISOR/FISCAL AGENT CONTRACT

The Financial Advisor will provide Financial Advisor Services, which may include, but are not limited to:

A. Strategic Services

1. Project financial feasibility analysis
 - (a) Evaluate assumptions for feasibility analysis as provided by developer and engineer and conduct qualitative analysis of subjective inputs to feasibility/debt structure discussion.
 - (b) At request of developer, attorney or engineer, meet with city/county planning officials to assist in negotiation on behalf of the District to determine scope and timing of infrastructure improvements to be installed.
 - (c) Conduct build-out analysis to analyze impact of scope and timing of improvements, quality and timing of reimbursables and to project timing and volume of bond issuance.
 - (d) Conduct cash flow analysis based on proposed cost of public improvements taking into account anticipated special assessments to be levied and projected general obligation costs to determine the Bond Fund levy necessary to cash flow the debt of the District given reasonable assumptions.
 - (e) Advise District, engineer and attorney as to the aggregate principal amount of construction fund warrants to be issued and timing of issuance based on build-out of the District.
 - (f) Advise District as to optimal financing structure regarding installation of public improvements.
2. Identify funding options (public sale vs. private placement, institutional vs. retail, negotiated vs. competitive) and recommend best choice given current market conditions.
3. Negotiate initial warrant and bond fiscal commitment with underwriter and secure financing commitment on behalf of the District.

4. Provide the District with an impact analysis on public improvement cost changes which are in excess of original estimates; including the impact such overruns will have on cash flow, debt issuance, budget and Bond and General Fund levies.
5. Annual budget analysis and recommendations
 - (a) Conduct annual budget cash flow analysis and, upon consultation with attorney, accountant, engineer, developer and District, recommend Bond Fund and General Fund tax levies.
 - (b) Make recommendations for cash management, and adjustment to financing plan / debt structure to best suit pace of development and current market conditions.
6. Assist the District in determining the most appropriate method for receiving underwriting proposals and evaluating such proposals.
 - (a) Assist the District in the selection of an underwriter, paying agent and other finance team members as needed. Assist District in determining the best firms to meet the needs of the District, and assist in negotiating final terms, conditions and fees.
 - (b) Contact underwriters to generate interest in submitting a proposal for a debt issuance, including underwriters located in Nebraska and active in the sanitary and improvement district debt industry.
 - (c) Assist in the selection and designation of Bond Counsel and Disclosure Counsel on behalf of the District. The fees of the professionals shall be paid by the District in the form of fee warrants or cash.
7. Conduct ongoing analysis of the outstanding debt of the District and identify opportunities to optimize structure and rates.
 - (a) Meet with the District to establish timing parameters for a particular financing and identify financing needs and issues.
 - (b) Notify the District of potential refunding opportunities, identifying specific full or partial issues that may qualify to be refunded based on current or forecasted market conditions.
 - (c) Attend meetings of the District, as requested and respond to the District's general or specific inquiries regarding its debt.

B. Transaction-Related Services

1. Assist District and attorney in addressing resident concerns related to proposed project and related financing.
 - (a) Develop a detailed strategy to highlight key credit strengths and address areas of concern. Assist in the preparation of a thorough credit presentation.
 - (b) Attend District Court hearings for new money issuance of bonds and provide expert testimony, as required.
2. Advising District regarding the method of sale for particular transactions, taking into account market conditions and other factors.
 - (a) Discuss potential financing structures with the District and determine the best approach given the District's goals.
 - (b) Conduct analysis and size bond transaction appropriately for taxexempt issuance compliance.
 - (c) Advise on the general timing of the sale of bonds and/or warrants, taking into consideration major economic indicators, competing large bond sales that may impact the District's pricing, changing economic conditions, length of approval processes, and District scheduling concerns.
 - (d) Negotiation of various deal documents with underwriter, Bond Counsel, Disclosure Counsel, and other professionals with respect to debt instruments.
3. Initial Disclosure
 - (a) Work with Disclosure Counsel in the preparation of warrant Offering Circular, including coordinating updates from District, and deliver to underwriter in appropriate format.
 - (b) Prepare an "Addendum" to the Warrant Offering Circular and deliver to the underwriter in appropriate format when new debt is issued.
 - (c) Assist in the preparation of Bond Preliminary Official Statement and Final Official Statements and deliver to underwriter in appropriate format.
4. Warrant Issuance

(a) Review meeting minutes and resolutions specific to warrants issued. (b) Prepare IRS Form 8038-G and 8038-GC for registered warrants.

(c) Package warrants and meeting minutes for review by Bond Counsel and act as point of contact between District and Bond Counsel to address any deficiencies that need to be addressed to acquire taxexempt legal opinion.

(d) Coordinate the registration of warrants with County Treasurer.

(e) Coordinate endorsement of warrants by payees.

(f) Coordinate purchase of warrants by underwriter and payment to contractors.

5. Bond structuring and issuance

(a) Prepare plan of finance and related transaction timetable.

(b) Model the debt using assumptions specific to the District and the current market environment, advising on appropriate terms and conditions, including structure, maturity schedule and redemption provisions.

(c) Review the final Official Statement and all legal documents to ensure accuracy and completeness. Work with Bond Counsel to ensure all regulatory documentation is filed and assist in the closing process as needed.

(d) Coordinate with Bond Counsel to prepare the authorizing resolution and other documents. Review all draft financing documents. Work with the District and Disclosure Counsel in preparation of the Official Statement.

(e) File "Blanket Letter of Representations" (BLOR) with the Depository Trust Company (DTC) on behalf of the District.

(f) Structure debt issuances in manner complying with applicable Nebraska State statutory requirements, Internal Revenue Service (IRS) code, United States Securities Exchange Commission (SEC) regulations and Municipal Securities Rulemaking Board (MSRB) rules.

(g) On refunding issues, independently verify payoff amounts on bonds to be redeemed. On advanced refunding issues, provide calculation

of net escrow funding requirement, coordinate selection of escrow agent and recommend appropriate investments for escrowed proceeds.

- (h) Prepare and present final analysis packet specific to transaction to the District.
- (i) Prepare and coordinate with Bond Counsel the filing requirements of the District regarding tax-exempt debt, including filing 8083-G with the Internal Revenue Service.
- (j) Coordinate closing activities between District, underwriter and other involved parties (Registrar and Paying Agent, Bond Counsel, Disclosure Counsel, Depository Trust Company, etc.) and address any unforeseen issues that come up prior to settlement to ensure timely closing.

6. Negotiated sales

- (a) Identify qualified underwriters in marketplace and advise District as to which underwriter is the best fit for the specific needs of the transaction.
- (b) Consult with underwriter to determine the marketability of various alternatives and structures given current market conditions.
- (c) Negotiate costs, interest rates, underwriter discount and specific terms on behalf of the District.
- (d) Explain to the District the risks associated with transaction as disclosed in the G-23 & G-17 letters from the underwriter and acknowledge receipt and understanding on behalf of the District.
- (e) Assist District with understanding bond pricing and marketing approaches, including advice regarding retail and institutional sales, public vs. private placement and analysis of comparable deals in the marketplace.
- (f) Conduct a pre-pricing discussion to update the District on market conditions leading into the pricing period. Hold a pricing call with the underwriter and the District, present comparable issue pricing to the underwriter as a basis for negotiation, and react and respond to last-minute pricing issues.

7. **Competitive Sales**

- (a) Identify active SID underwriters in the marketplace and advise District as to what firms are to be approached with a request for a bid.
- (b) Develop bid request with terms and conditions specific to District's needs and distribute request of proposal to selected bidder(s) .
- (c) Receive bids from underwriters on pricing date and evaluate bids to verify lowest cost and that the lowest cost bid meets the specified terms and conditions.
- (d) Recommend the lowest cost, qualified and best bidder and award bonds to selected bidder.

C. Post-Issuance Services

- 1. Assist District in preparing and submitting continuing disclosures as they relate to updated financial information, including compiling updated data and assisting Dissemination Agent with ongoing disclosure obligations of the District pursuant to SEC Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, as applicable. Such information shall include annual operating data, annual audit and material event filings.
- 2. Research and advise the District concerning aspects of tax exemption and arbitrage on existing debt in cooperation with Bond Counsel, District Accountant and District Attorney, including helping coordinate post issuance compliance obligations of the District.
- 3. Manage SID fund balances.
 - (a) Track Bond Fund and General Fund balances.
 - (b) Provide investment direction to County Treasurer concerning Bond Fund and General Fund balances.
 - (c) Coordinate redemption of general fund and construction fund warrants with cash from the Bond Fund or General Fund, as necessary.
- 4. Review minutes of District meetings.

5. Coordinate annual interest payment of construction fund warrants
6. Scan all District minutes received from District into electronic format and maintain archive.
7. Scan all warrant legal opinions from Bond Counsel into electronic format and maintain archive. Deliver the same to underwriter.
8. Maintain database of outstanding warrant debt to generate reports by payee, registration dates, maturity date and have the ability to calculate principal and interest payments.
9. Coordinate the periodic reconciliation of District warrant debt with Registrar and Paying Agent and County Treasurer.
10. Track District development by performing periodic site visits and keeping a journalized entry system containing house counts and other significant development events.
11. Track outstanding bond debt to identify and present refunding opportunities to the District.
12. Restructuring and Bankruptcy Services (Chapter 9).
 - (a) Restructure debt with complex credit structures.
 - (b) Conduct credit analysis.
 - (c) Negotiate with creditors/creditor representatives on behalf of the District.
 - (d) Work with District and bankruptcy and attorneys to assist in drafting of documents (plan of adjustment, disclosure statement, etc.)
 - (e) Execute Plan of Adjustment and confirmed by the Bankruptcy Court.

EXHIBIT B

FEES FINANCIAL ADVISOR CONTRACT

Under the terms of this Contract, the Financial Advisor agrees to perform the Financial Advisor Services described in this Contract. The District agrees, in accordance with the limitations and conditions set forth in the Contract, to compensate the Financial Advisor as follows:

1. Exhibit A, Section A. and C. (Strategic Services and Post-Issuance Services).

For providing Strategic Services and Post-Issuance Services, the Financial Advisor shall receive a fixed annual fee equal to:

(a) One tenth of one percent (0.10%) of the taxable valuation of the District as set by the County Assessor as of January 1 of each year, not to exceed \$35,000 / per annum. Once the District is completely bonded out but prior to the General Fund operating on a cash basis, the annual fee shall drop to six one hundredths of one percent (0.06%) of the taxable valuation of the District as set by the County Assessor as of January 1 of each year. After the District's construction debt is completely bonded and the General Fund is on a cash basis, the annual fee structure shall convert to a flat fee of \$9,000 / per annum.

At the District's election, such fees shall be payable at the beginning of the District's fiscal year or in equal quarterly installments on September 30, December 31, March 31, June 30. The minimum fixed annual fee will be \$9,000 / per annum.

2. Exhibit A, Section B. and D. (Transaction-Related Services and/or Private Placement Services). For providing Transaction-Related Services and/or Private Placement Services related to the issuance, refinancing or restructuring of any bonds, warrants or other obligations of the District, the Financial Advisor shall receive a consultant fee for structuring as follows:

(a) **Warrants.** In connection with the issuance of general fund warrants and/or construction fund warrants, a fee payable in warrants at the time of such issuance equal to **2.50 %** of the principal amount of the warrants registered.

(b) **General Obligation Bonds.** In connection with the issuance of general obligation bonds, a fee equal to **4.00%** of the principal amount of such bonds. Such fee shall be paid in warrants at the time of the closing of the bonds.

(c) **General Obligation Refunding Bonds.** In connection with the issuance of general obligation refunding bonds, a fee equal to **3.00%** of the principal amount of such bonds.

(d) **Other Obligations.** In connection with the District's incurrence of other indebtedness, the District and the Financial Advisor shall negotiate a reasonable fee upon terms acceptable to both parties.

AGREEMENT TO PURCHASE OBLIGATIONS

THIS AGREEMENT TO PURCHASE OBLIGATIONS (the “**Agreement**”) is entered into as of _____, 2016 by and among **FIRST NATIONAL CAPITAL MARKETS, INC.**, (“**FNCMI**”), **SANITARY AND IMPROVEMENT DISTRICT NO. 311 OF SARPY COUNTY, NEBRASKA** (the “**District**”) and **KUEHL CAPITAL CORPORATION**, a Nebraska corporation (“**KCC**”).

WHEREAS, the District is a sanitary and improvement district duly organized and validly existing under Section 31-727 et seq., Reissue Revised Statutes of Nebraska, as amended (the “**Act**”) and is a body corporate and politic and a political subdivision of the State of Nebraska (the “**State**”); and

WHEREAS, the District is organized for the purposes, among other things, of constructing and installing streets, utilities and other infrastructure improvements and operating and maintaining the District as a political subdivision of the State (collectively, the “**Improvements**”); and

WHEREAS, the District is authorized under the Act to issue and sell its warrants and general obligation bonds to finance the Improvements, and the District desires the services of an underwriter to purchase such warrants or bonds or to assist the District with the placement of such warrants and bonds; and

WHEREAS, the District and KCC have entered into a Contract for Financial Advisor/Fiscal Agent Services (the “**Financial Advisor Contract**”) pursuant to which KCC has agreed to serve as financial advisor to the District; and

WHEREAS, FNCMI is willing and hereby agrees to purchase (i) the District’s general fund warrants (the “**General Fund Warrants**”), (ii) the District’s construction fund warrants (the “**Construction Fund Warrants**” and together with the General Fund Warrants, the “**Warrants**”) and the District’s general obligation bonds (the “**Bonds**”) and to hold for its own account or to sell, as it determines in its sole discretion; and

WHEREAS, from time to time First National Bank of Omaha (“**FNBO**”) shall purchase certain Warrants and Bonds of the District, either directly or from FNCMI, upon notice to the District, all in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

Section 1. Third Party Beneficiary. Upon execution of the investor letter in the form attached hereto as Appendix A (the “**Bank Investor Letter**”), the parties hereto agree and acknowledge that FNBO will become a third party beneficiary to this Agreement as to Warrants and Bonds acquired by FNBO (the “**Bank Acquired Obligations**”). To the extent permitted by law applicable to the sale of Warrants and Bonds, all obligations, representations and warranties of KCC and the District to FNCMI under this Agreement shall be obligations, representations and warranties of KCC and the District to FNBO, and all rights of FNCMI shall be rights of FNBO in each case, in connection with the Bank Acquired Obligations; provided, FNBO shall

have no obligations as to such Bank Acquired Obligations except to the extent set forth in the Bank Investor Letter.

Section 2. Warrants. Subject to the limitations set forth in Section 5 below, FNCMI agrees to purchase or place the fully registered Warrants issued by the District (except annual interest Construction Fund Warrants relating to the District's outstanding Construction Fund Warrants that are deemed by FNCMI, in good faith, to be unmarketable) from the payees thereof at the principal amount shown on each Warrant. All Warrants shall bear interest at the rate of 7.00%, unless the District and FNCMI mutually agree that Warrants shall be issued bearing interest at a different rate or rates. FNCMI shall comply with all Municipal Securities Rulemaking Board ("MSRB") rules applicable to the Warrants, including G-14, G-32 and G-34. If the District and FNCMI determine to offer the Warrants for sale to the public, the District shall provide an official statement, offering circular or other offering document acceptable to FNCMI pertaining to the Warrants. If the District and FNCMI determine to place the Warrants pursuant to a private placement, including to FNCMI or an affiliate thereof, FNCMI will deliver to the District an investor letter in connection with each purchase of Warrants in the form attached hereto as Appendix A executed by the purchaser(s) of such Warrants.

Section 3. Terms Particular to Warrants. In order to facilitate the purchase of the Warrants by FNCMI (or FNBO, as applicable), the District and FNCMI (or FNBO, as applicable) hereby agree to the procedures set forth below:

(a) KCC will present checks payable to the order of the various payees in an amount equal to the par amount of each Warrant to be drawn from an account established by FNCMI (or FNBO, as applicable);

(b) KCC, on behalf of the District, shall deliver each of such Warrants to the registrar with instructions to register the ownership of all such Warrants to FNCMI (or FNBO, as applicable);

(c) On the same day KCC presents such checks to the payees, KCC will provide electronic copies of executed checks to FNCMI (or FNBO, as applicable). Such electronic copies shall constitute a representation and warranty by the District to FNCMI (or FNBO, as applicable) that:

(i) each Warrant bears interest at a rate consistent with the rate previously agreed to between FNCMI and the District;

(ii) each Warrant has been duly endorsed by the payee;

(iii) each Construction Fund Warrant is accompanied by an approving legal opinion of nationally recognized bond counsel acceptable to the District and FNCMI, addressed to the District and FNCMI (or FNBO, as applicable), that such Construction Fund Warrant has been legally issued by and is a valid obligation of the District and the interest thereon is exempt from federal and State income taxes; and

(iv) each Warrant has been registered in the office of the Sarpy County Treasurer; and

(d) Annual interest Construction Fund Warrants may be purchased by FNCMI (or FNBO, as applicable) prior to meeting the requirements of Section 3(c) provided such requirements shall be met as soon as practically possible and no later than 60 days after the purchase of such Construction Fund Warrants.

Section 4. Bonds. FNCMI agrees to purchase or place, subject to the restriction set forth below, at a price to be mutually agreed to by the District and FNCMI (such purchase price may reflect a discount representing the compensation of FNCMI as further discussed in Section 6 hereof) plus accrued interest (if any), the District's registered Bonds in an aggregate principal amount as determined by the District. The Bonds shall be issued from time to time as and when the District determines, and such determination will be evidenced by notice (telephonic, written or electronic) to FNCMI recommending the principal amount, maturities, interest rates, and other terms and conditions of the Bonds. Each issue of Bonds shall bear interest at the approximate nationally recognized yield curve scale (MMD, Delphis Hanover, Bloomberg Fair Market Value Curve, etc.) for similar obligations in the current market as well as actual pricing data of local and regional issues of comparable obligations. The interest rates may further be adjusted to reflect changes due to a variety of market conditions that may exist at the time of issuance. If the District and FNCMI fail to reach agreement as to the interest rate(s) on any series of Bonds on a date determined by both parties to be the pricing date for such Bonds, the District has the right to sell said Bonds to another party; provided, however that such action will in no way terminate the District's obligation to place any additional Bonds of the District with FNCMI.

In connection with each issuance of the Bonds, FNCMI shall serve as the underwriter (including purchasing for its own account or that of an affiliate) or the placement agent. If the District and FNCMI determine to offer the Bonds for sale to the public, the District shall provide an official statement, offering circular or other offering document acceptable to FNCMI pertaining to the Bonds. FNCMI shall comply with all MSRB rules applicable to the particular series of Bonds, including G-14, G-32 and G-34, and shall be responsible for all of the underwriting risk related to the purchase and reoffering of such Bonds. If the District and FNCMI determine to place the Bonds pursuant to a private placement, including to FNCMI or an affiliate thereof, FNCMI will deliver to the District an investor letter in connection with each purchase of Bonds in the form attached hereto as Appendix A executed by the purchaser(s) of such Bonds.

The District shall be responsible for structuring each issuance of the Bonds, providing FNCMI, if requested, an offering document and hiring disclosure counsel for the drafting and review of the offering document. In connection with each issuance of the Bonds, the District will arrange for the Bonds to be accompanied by an approving legal opinion of nationally recognized bond counsel acceptable to the District and FNCMI, addressed to the District and FNCMI, that such Bonds have been legally issued by and are valid obligations of the District and the interest thereon is exempt from federal and State income taxes.

As used in this Agreement, "Bonds" refers to obligations issued to finance the acquisition, construction and equipping of capital improvements by the redemption of

Construction Fund Warrants. "Bonds" does not refer to obligations issued to refund any Bonds. The District, in its sole discretion, may request FNCMI to underwrite or place its general obligation refunding bonds, and if FNCMI so agrees, then "Bonds" shall refer to such refunding bonds.

Section 5. Limitations to Obligation to Purchase. Notwithstanding the provisions in Sections 2 and 4 above, FNCMI (and FNBO, as applicable) shall have no obligation to purchase any Warrants or Bonds pursuant to this Agreement if at any time hereafter any of the following shall occur:

(a) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange;

(b) the New York Stock Exchange, or other national securities exchange, or any governmental authority, shall impose, as to the Warrants or the Bonds or obligations of the general character of the Warrants or the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of FNCMI;

(c) a general banking moratorium shall have been established by federal, New York or Nebraska authorities; or

(d) any action, suit, proceedings, inquiry or investigation at law or in equity or before or by any court, public board or body shall be pending or threatened against the District, which is not now pending or threatened, and which, in FNCMI's reasonable opinion, could adversely affect either the District or the marketing, sale and delivery of the Warrants or the Bonds.

Section 6. Compensation. As compensation for purchasing the District's Warrants, FNCMI will receive a fee payable in warrants at the time of such issuance equal to 2.0% of the aggregate principal amount of the Warrants it so purchases (excluding the principal amount of fee warrants issued by the District to pay FNCMI, as underwriter). As compensation in connection with its purchase or placement of the Bonds, FNCMI will receive a fee equal to 2.0% of the aggregate principal amount of the Bonds it purchases or places. Such fee shall be paid from the proceeds of the Bonds and may be taken as a discount from the purchase price of such Bonds, as set forth in Section 4 hereof. If FNCMI agrees to purchase the District's general obligation refunding bonds it will be compensated a percentage mutually agreed to by FNCMI and the District of the aggregate principal amount of such refunding issue.

Section 7. Miscellaneous. This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the parties hereto (and FNBO to the extent of its third party beneficiary rights under Section 1) and their respective successors and assigns, but this Agreement shall not be assignable without the prior written consent of each party hereto, except that, FNCMI (and FNBO to the extent of its third party beneficiary rights under Section 1) may, without consent, assign this Agreement to any affiliate of FNCMI (and FNBO, as applicable) or any corporation, firm or other entity into which FNCMI (and FNBO, as applicable) may merge

or consolidate or to which FNCMI (and FNBO, to the extent of its third party beneficiary rights under Section 1) may sell all or substantially all of its assets. This Agreement shall be construed, performed and enforced in accordance with, and governed by the laws of the State, without giving effect to the principles of conflicts of law thereof. No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed to be a waiver of any subsequent breach or default of the same or similar nature. This Agreement may not be modified or amended except by a written agreement signed by the parties hereto. This Agreement constitutes the entire contract between the parties relative to the subject matter hereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**FIRST NATIONAL CAPITAL MARKETS,
INC.**

By _____
Its _____

KUEHL CAPITAL CORPORATION

By _____
Its _____

**SANITARY AND IMPROVEMENT
DISTRICT NO. 311 OF SARPY COUNTY,
NEBRASKA**

By _____
Its _____

[Signature Page to Agreement]

APPENDIX A

FORM OF INVESTOR LETTER

[Date]

Sanitary and Improvement District
No. ___ of [Douglas] [Sarpy] County, Nebraska

Re: \$ _____ [General Obligation Bonds, Series 20__] [General Fund Warrants]
[Construction Fund Warrants], Dated _____

Ladies and Gentlemen:

The undersigned is the purchaser (the "Purchaser") of \$ _____ in aggregate principal amount of [General Obligation Bonds, Series 20__ (the "Bonds")] [Construction Fund Warrants] [General Fund Warrants] (collectively, the "Warrants") issued by Sanitary and Improvement District No. ___ of [Douglas] [Sarpy] County, Nebraska (the "District") and is making the representations, agreements and statements set forth in this investor letter (this "Letter") as an inducement to the District to issue and sell the [Bonds] [Warrants] to the Purchaser. In connection with the purchase of the [Bonds] [Warrants], the Purchaser acknowledges, agrees and represents as follows:

1. The Purchaser has been advised that: (a) the [Bonds] [Warrants] are not registered under the Securities Act of 1933, as amended (the "Securities Act"), or with any state securities agency or commission; (b) the District is not presently required to register under Section 12 of the Securities and Exchange Act of 1934, as amended (the "Exchange Act"); and (c) the [Bonds] [Warrants] are not being issued as part of a transaction which is subject to the provisions of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Exchange Act ("Rule 15c2-12"). The Purchaser therefore understands that, if and when it wishes to resell the [Bonds] [Warrants], there may not be available current business and financial information about the District. In addition, the Purchaser will not offer, sell or otherwise dispose of the [Bonds] [Warrants], except (i) in material compliance with all applicable state and federal securities laws, including Rule 15c2-12, (ii) with full and accurate disclosure of all material facts, to the extent required by law, to the prospective purchaser(s) or transferee(s) (iii) either under effective federal and state registration statements (which the District shall in no way be obligated to provide) or pursuant to exemptions from such registrations and (iv) upon the delivery by the prospective purchaser(s) or transferee(s) of an investor letter identical in form and substance of this Letter. In addition, the Purchaser will not offer, sell or otherwise dispose of the [Bonds] [Warrants] or any maturity thereof in principal amounts of less than \$100,000. Accordingly, the Purchaser understands that it may need to bear the risks of this investment for an indefinite time since any sale or transfer prior to the maturity of the [Bonds] [Warrants] may not be possible or permitted or may be at a price below that which the Purchaser is paying for the [Bonds] [Warrants].

2. The Purchaser is (a) a bank, registered investment company, insurance company or other institutional "accredited investor" as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D promulgated by the Securities and Exchange Commission pursuant to the Securities Act, (b) a "qualified institutional buyer" as defined in Rule 144A promulgated by the Securities and Exchange Commission pursuant to the Exchange Act and under various state securities laws and is not an individual or (c) described in Paragraph 4.

3. The Purchaser is duly and validly organized under the laws of its jurisdiction of incorporation or organization, is duly and legally authorized to purchase obligations such as the

[Bonds] [Warrants] and has satisfied itself that the [Bonds] [Warrants] are a lawful investment for this organization under all applicable laws. The Purchaser can bear the economic risk of the purchase of the [Bonds] [Warrants] and has such knowledge and experience in business and financial matters, including the analysis of a participation in the purchase of similar investments, as to be capable of evaluating the merits and risks of an investment in the [Bonds] [Warrants] and are aware of the use of the proceeds and the risks involved therein.

4. If not described in Paragraph 2, the Purchaser is a registered investment advisor purchasing the [Bonds] [Warrants] for inclusion in the portfolio of a registered investment company advised by the Purchaser and over whose transactions it has discretionary power. If described in this Paragraph 4, it has such knowledge and experience in business and financial matters, including the analysis of a participation in the purchase of similar investments, as to be capable of evaluating the merits and risks of an investment in the [Bonds] [Warrants], and the investment company for which the Purchaser is purchasing the [Bonds] [Warrants] is duly and validly organized under the laws of its jurisdiction of incorporation or organization and can bear the economic risk of the purchase of the [Bonds] [Warrants].

5. The [Bonds] [Warrants] have been purchased for the account of the Purchaser (except as described in Paragraph 4, in which instance it has been purchased for the account of one registered investment company managed by the Purchaser) for investment and not with a view to the distribution, transfer or resale of all or any portion thereof, provided that the Purchaser may transfer the [Bonds] [Warrants] to an affiliate at any time, and provide further that the disposition of the [Bonds] [Warrants] shall at all times be within the sole control of the Purchaser (subject to the provisions of Paragraph 1). The Purchaser agrees to indemnify and hold harmless the addressees of this Letter with respect to any and all claims arising from or related to its sale or transfer of the [Bonds] [Warrants].

6. The Purchaser has been offered a sufficient opportunity to conduct an investigation concerning the terms and conditions of the offering of the [Bonds] [Warrants] and to obtain any information on the status of the District. The Purchaser is familiar with the condition, financial or otherwise, of the District and has been furnished all operational and financial information about the District deemed necessary to the Purchaser to evaluate the merits and risks of an investment in the [Bonds] [Warrants].

7. The Purchaser has received and reviewed a copy of the resolution adopted by the Board of Trustees of the District approving the transactions related to the [Bonds] [Warrants], including the issuance thereof, each of the documents approved thereby and any other documents it deemed necessary in connection therewith.

8. The Purchaser has not relied and does not rely on any party other than the District or its agents for furnishing or verifying information requested by the Purchaser relating to the District or information relating to the terms of [Bonds] [Warrants] and terms of the underlying transactions related to the [Bonds] [Warrants].

All statements and representations of the Purchaser in this Letter are made solely and exclusively in connection with its purchase of the [Bonds] [Warrants] and are made solely for the benefit of the addressees hereto and no other party shall or may be a third party beneficiary hereof. The foregoing statements and representations shall survive the execution and delivery to the Purchaser of the [Bonds] [Warrants] and the instruments and documents contemplated thereby.

Very truly yours,

[FIRST NATIONAL CAPITAL MARKETS, INC.]

[FIRST NATIONAL BANK OF OMAHA]

By: _____

Name: _____

Title: _____

Sarpy Co. SID #311-Springfield Pines

APPENDIX B

Financing Conditions & Limitations

- General Fund Warrant limitations:

The District agrees to limit the issuance of General Fund warrants to prevent outstanding General Fund warrant maturities from going past their stated maturity dates. In the event that this would occur, prior to General Fund warrants going past their maturities, the District agrees to present the Underwriter with a cash flow analysis showing projected costs and a corresponding strategy to get the General Fund on a cash basis.

- Construction Fund Warrant Limitations:

The Purchaser is committing to purchase Phase I warrants in the approximate amount of \$4,455,000 for the installation for public improvements. The distribution of improvement costs will approximately be 67.58% Special Assessments and 32.42% General Obligation. The maximum amount of warrants issued for General Obligation costs is limited to \$1,445,000.

Any amendment to the overall cost limits and/or distribution between General Obligation costs and Special Assessments must be financially feasible for the District. Upon receiving the proposed Special Assessments from the District's Engineer, the Board will cause the Municipal Advisor to forward the proposed Special Assessments along with the impact analysis to the Purchaser for review. **Any amendment beyond 10% of the issuance amounts detailed above must be approved by the Purchaser prior to warrants being issued.**

- A Bond Fund tax levy of at least \$.50 will be levied no later than FY2021/2022
- The Purchaser may discontinue the purchase of warrants if any of the above conditions are not met, taxes become delinquent and/or installments of special assessments become 3 years delinquent.
- Interest on outstanding Construction Fund warrants will be paid annually on May 1st.

Name of Addition:

Springfield Pines

SID # 311

Source and Use of Funds:
Phase 1

(provide a separate sheet for the preliminary plat and for each final plat phase.)

	Proposed Improvements		Project Cost	Financing			Private
	Quantity	Construction Cost		Special	GO Non-Reimbursable	GO Reimbursable	
Paving							
Internal Pavement	26,371 SY	836,745	1,163,075	762,711	400,364	0	0
Offsite Roadway Improvements							
Offsite Road Improvements - Phase 1	LS	0	0	0	0	0	0
Sidewalks & Trails							
Trails & Boulevards	8,852 SF	48,686	67,674	0	67,674	0	0
Sanitary Sewer							
Interior	3,840 LF	738,989	1,027,195	1,027,195	0	0	0
Force Main	1,225 LF	221,403	307,750	0	307,750	0	0
Capital Facilities Fees	1 LS	1,248	1,473	0	1,473	0	0
Storm Sewer							
Storm Sewer System	4,857 LF	659,703	915,232	0	899,557	0	15,675
Water Main							
Interior	5,135 LF	507,403	705,291	510,343	194,948	0	0
Capital Facilities Fees	1 LS	416	491	0	491	0	0
Electrical Fees	1 LS	172,800	221,184	221,184	0	0	0
Gas Main							
Gas Main	1 LS	14,619	19,005	11,254	7,751	0	0
Pioneer Main Extensions	0 LS	0	0	0	0	0	0
Park Fees	0.00 AC	0	0	0	0	0	0
Review Fees							
City of Springfield Subdivision Agreement (1%)	1 LS	30,129	37,662	0	37,662	0	0
Total	Gross Totals	3,232,141	4,466,032	2,532,687	1,917,670	0	15,675

Notes:

- 1)
- 2)

F:\Projects\015-1428\20-Management\Estimates\2016-02-02_Springfield Pines SUF_51428.xlsx\Project Info

Date 7/20/2015
 Revised 9/3/2015
 Revised 9/25/2015
 Revised 11/4/2015
 Revised 12/21/2015
 Revised 1/22/2016
 Revised 2/2/2016 For Cor

Springfield Pines

Phase I - \$.65 levy

2/2/2016

Specials	\$	3,007,687	67.58%
G.O. Reimbursable	\$	-	0.00%
General Obligation	\$	1,442,670	32.42%
TOTAL	\$	4,450,357	100%
128 SF Homes @ \$325,000	\$	41,600,000	
128 Total	\$	41,600,000	
Special Assessments per lot	\$	23,497.55	
Est. of Value at 100% Development	\$	41,600,000	G.O. DN
Est. of Value at 90% Development	\$	37,440,000	G.O. DN
Warrant Total to be Issued	\$	4,450,357	3.47%
			3.85%

TOTAL PROJECT

ITEM	TOTAL	Specials	Reimb	G.O.
Sanitary Sewer	1,334,945	1,027,195	-	307,750
Paving - Interior	1,163,075	762,711	-	400,364
Capital Facilities Fees	1,473	-	-	1,473
Trail & Boulevard Improvements	67,674	-	-	67,674
Water - Interior	705,291	510,343	-	194,948
Water - Exterior	491	-	-	491
Underground Electrical	221,184	221,184	-	-
Gas Main	19,005	11,254	-	7,751
Storm Sewer	899,557	-	-	899,557
Administrative Fee - (1% to City)	37,662	-	-	37,662
Park Fees	-	-	-	-
TOTAL	4,450,357	2,532,687	-	1,917,670
	\$	475,000	-	-475,000
	\$	3,007,687	-	1,442,670

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 311 of Sarpy County, Nebraska that the District hereby adopts the remedial action policies and procedures set forth in Exhibit A hereto in order to ensure that all “nonqualified bonds” of the District in connection with any and all construction fund warrants issued by the District are remediated according to the requirements of the Internal Revenue Code of 1986 (the “Code”) and the Income Tax Regulations under the Code.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 311 of Sarpy County, Nebraska that the District hereby adopts, approves and confirms the procedures set forth in Exhibit B hereto (the “Post-Issuance Tax Compliance Procedures”), the purpose of which is to establish policies and procedures in connection with the issuance of the District’s tax-exempt obligations so as to ensure that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of such obligations which are intended to be tax-exempt are met. The District reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The District also reserves the right to change these policies and procedures from time to time, without notice

EXHIBIT A

REMEDIAL ACTION RULE WRITTEN PROCEDURES UNDER SECTION 141 OF THE CODE AND SECTION 1.141-12 OF THE REGULATIONS

The purpose of this Exhibit is to set forth certain written procedures that may be required to be taken by Sanitary and Improvement District No. 311 of Sarpy County in the State of Nebraska (the "**District**") with regard to the issuance by the District of its Construction Fund Warrants (the "**Construction Fund Warrants**").

The maintenance of the status of the Construction Fund Warrants as tax-exempt obligations of the District for purposes of federal tax law depends upon the District's compliance with the requirements set forth in the Internal Revenue Code of 1986 and in the proceedings approving the issuance of the Construction Fund Warrants.

Written Procedures Regarding Remedial Action.

If the District takes any Deliberate Action subsequent to the issuance of the Construction Fund Warrants, then the District will consult with nationally recognized Bond Counsel regarding permissible Remedial Actions that may be taken to remediate the effect of any such Deliberate Action upon the federal tax status of the Construction Fund Warrants.

(a) *Conditions to Availability of Remedial Actions.* Unless Bond Counsel shall advise the District otherwise, none of the Remedial Actions described in this Exhibit shall be available to the District to remediate the effect of any Deliberate Action with respect to the Construction Fund Warrants unless the following conditions have been satisfied:

(i) The District, as of the date the Construction Fund Warrants were issued, did not expect to satisfy either the Private Business Tests or the Private Loan Financing Test of Section 141 of the Code and the Regulations thereunder for the entire term of the Construction Fund Warrants;

(ii) The average maturity of the Construction Fund Warrants does not, as of the date the Construction Fund Warrants were issued, exceed 120% of the average economic life of the project financed by the Construction Fund Warrants (the "**Project**");

(iii) Unless otherwise excepted under the Regulations, the District shall deliver a certificate, instrument or other written records satisfactory to Bond Counsel demonstrating that the terms of the arrangement pursuant to which the Deliberate Action is taken is bona fide and arm's length, and that the nongovernmental person using the Project as a result of the relevant Deliberate Action will pay fair market value for the use thereof;

(iv) Any disposition must be made at fair market value and any Disposition Proceeds actually or constructively received by the District as a result of the Deliberate Action must be treated as Gross Proceeds of the Construction Fund Warrants and may not be invested in obligations bearing a yield in excess of the Bond Yield subsequent to the date of the Deliberate Action; and

(v) Proceeds of the Construction Fund Warrants affected by the Remedial Action must have been allocated to Expenditures for the Project before the date on which the Deliberate Action occurs.

Remedial Actions may include the following types of actions and are subject generally to the below conditions. Please note that these procedures apply where the relevant obligations are all maturing or callable within ten and one-half years (10.5) of their date of issuance.

(b) *Types of Remedial Action.* Subject to the condition precedent that the District obtain an opinion of Bond Counsel prior to the taking of any of the below actions to the effect that taking any of the below actions will not result in interest on the Construction Fund Warrants becoming included in gross income for federal income tax purposes, the following types of Remedial Actions may be available to remediate a Deliberate Action subsequent to the issuance of the Construction Fund Warrants:

(i) Redemption or Defeasance of Construction Fund Warrants.

(A) If the Deliberate Action taken by the District causing either the Private Business Use Test or the Private Loan Financing Test to be satisfied consists of a fair market value disposition of any portion of the Project exclusively for cash, then the District may allocate the Disposition Proceeds to the redemption of Nonqualified Bonds pro rata across all of the then-outstanding maturities of the Construction Fund Warrants at the earliest call date of such maturities of the Construction Fund Warrants after the taking of the Deliberate Action or, if any of the maturities of the Construction Fund Warrants outstanding at the time of the taking of the Deliberate Action are not callable within 90 days of the date of the Deliberate Action, allocate the Disposition Proceeds to the establishment of a Defeasance Escrow for any such maturities of the Construction Fund Warrants within 90 days of the taking of such Deliberate Action.

(B) If the Deliberate Action taken by the District consists of a fair market value disposition of any portion of the Project for other than exclusively cash, then the District may use any funds (other than Proceeds of the Construction Fund Warrants or proceeds of any obligation the interest on which is excludable from the gross income of the holders thereof for purposes of federal income taxation) for the redemption of all Nonqualified Bonds within 90 days of the date that the District takes such Deliberate Action or, in the event that insufficient maturities of the Construction Fund Warrants are callable by the date which is within 90 days after the date of the Deliberate Action, then the District may use such funds for the establishment of a Defeasance Escrow within 90 days of the date of the Deliberate Action for all of the maturities of the Nonqualified Bonds not callable within 90 days of the date of the Deliberate Action.

(C) If the District creates a Defeasance Escrow for any maturities of Nonqualified Bonds which are not callable within 90 days of the date of the Deliberate Action, the District shall provide written notice to the Commissioner of Internal Revenue Service at the times and places as may be specified by applicable regulations, rulings or other guidance issued by the Department of the Treasury or the Internal Revenue Service.

(ii) Alternative Use of Disposition Proceeds. Use by the District of any Disposition Proceeds in accordance with the following requirements may be treated as a Remedial Action with respect to the Construction Fund Warrants if taken in conjunction with the opinion of Bond Counsel:

(A) the Deliberate Action consists of a disposition of all or any portion of the Project for not less than the fair market value thereof for cash;

(B) the District reasonably expects to expend the Disposition Proceeds resulting from the Deliberate Action within two years of the date of the Deliberate Action;

(C) the Disposition Proceeds are treated by the District as Proceeds of the Construction Fund Warrants for purposes of Section 141 of the Code and the Regulations thereunder, and the use of the Disposition Proceeds in the manner in which such Disposition Proceeds are in fact so used by the District would not cause the Disposition Proceeds to satisfy the Private Activity Bond Tests;

(D) the District does not take action after the date of the Deliberate Action to cause the Private Activity Bond Tests to be satisfied with respect to the Construction Fund Warrants, the Project or the Disposition Proceeds (other than any such use that may be permitted in accordance with the Regulations);

(E) Disposition Proceeds used in a manner that satisfies the Private Activity Bond Tests or which are not expended within two years of the date of the Deliberate Action must be used to redeem or defease Nonqualified Bonds in accordance with the requirements set forth in Section (b)(i) hereof; and

(F) In the event that Disposition Proceeds are to be used by any organization described in Section 501(c)(3) of the Code, the District will consult with Bond Counsel as to any additional requirements which may be applicable.

(iii) Alternative Use of Project Financed or Refinanced by the Construction Fund Warrants. If the District has obtained the opinion of Bond Counsel and, subsequent to the District taking any Deliberate Action with respect to all or any portion of the Project:

(A) the portion of the Project subject to the Deliberate Action is used for a purpose that would be permitted for qualified tax-exempt bonds;

(B) the disposition of the portion of the Project subject to the Deliberate Action is not financed by a person acquiring the Project with proceeds of any obligation the interest on which is exempt from the gross income of the holders thereof under Section 103 of the Code for purposes of federal income taxation; and

(C) any Disposition Proceeds other than those arising from an agreement to provide services (including Disposition Proceeds arising from an installment sale) resulting from the Deliberate Action are used to pay the debt service on the Construction Fund Warrants on the next available payment date or, within 90 days of receipt thereof, are deposited into an escrow that is restricted as to the investment thereof to the Bond Yield to pay debt service on the Construction Fund Warrants on the next available payment date;

then the District may be considered to have taken sufficient Remedial Actions under Section 1.141-12 of the Regulations to cause the Construction Fund Warrants to continue to be treated as a qualified tax-exempt bond.

(c) Absent an opinion of Bond Counsel, no Remedial Actions shall be available to remediate the satisfaction of the "private security or payment test" of Section 141(b) of the Code and the Regulations thereunder regarding the same with respect to the Construction Fund Warrants.

(d) Nothing herein shall prohibit the District from taking any Remedial Actions not described herein that may become available subsequent to the date of issue of the Construction Fund Warrants to remediate the effect of a Deliberate Action taken with respect to the Construction Fund Warrants, the proceeds thereof, or the Project.

Additional Defined Terms

For purposes of this Exhibit, the following terms shall have the following meanings:

“Commissioner” means the Commissioner of Internal Revenue, including any successor person or body.

“Defeasance Escrow” means an irrevocable escrow established to redeem obligations on their earliest call date in an amount that, together with investment earnings thereon, is sufficient to pay all the principal of, and interest and call premium on, obligations from the date the escrow is established to the earliest call date. A Defeasance Escrow may not be invested in higher yielding investments or in any investment under which the obligor is a user of the Proceeds of the obligations.

“Deliberate Action” means any action, occurrence or omission by the District that is within the control of the District which causes either (1) the private business use test of Section 141(b) of the Code to be satisfied with respect to the Construction Fund Warrants, the Project (without regard to the private security or payment test of Section 141(b) of the Code), or (2) the private loan financing test of Section 141(c) of the Code to be satisfied with respect to the Construction Fund Warrants or the proceeds thereof. An action, occurrence or omission is not a Deliberate Action if (1) the action, occurrence or omission would be treated as an involuntary or compulsory conversion under Section 1033 of the Code, or (2) the action, occurrence or omission is in response to a regulatory directive made by the government of the United States.

“Disposition Proceeds” means any amounts (including property, such as an agreement to provide services) derived from the sale, exchange or other disposition of property (other than Investments) financed with the proceeds of the Construction Fund Warrants.

“Nonqualified Bonds” means that portion of the Construction Fund Warrants outstanding at the time of a Deliberate Action in an amount that, if the outstanding Construction Fund Warrants were issued on the date on which the Deliberate Action occurs, the outstanding Construction Fund Warrants would not satisfy the Private Business Use Test or the Private Loan Financing Test, as applicable. For this purpose, the amount of private business use is the greatest percentage of private business use in any one-year period commencing with the Deliberate Action.

“Private Activity Bond Tests” means, collectively, the Private Business Use Test, the private security or payment test of Section 141(b)(2) of the Code and the Regulations thereunder, and the Private Loan Financing Test.

“Private Business Use Test” has the meaning set forth in Section 141(b)(1) of the Code.

“Private Loan Financing Test” has the meaning set forth in Section 141(c) of the Code.

“Remedial Action” means any of the applicable actions described in Section (b) hereof, or such other actions as may be prescribed from time to time by the Department of the Treasury or the Internal Revenue Service, which generally have the effect of rectifying noncompliance by the District with certain provisions of Section 141 of the Code and the Regulations thereunder and are undertaken by the District to maintain the federal tax status of the Construction Fund Warrants as qualified tax-exempt obligation.

EXHIBIT B
POST-ISSUANCE TAX COMPLIANCE PROCEDURES

General

In connection with the issuance of any tax-exempt obligations, including bonds and/or warrants of Sanitary and Improvement District No. 311 of Sarpy County, Nebraska (the "District"), the District will enter into a tax certificate (the "Tax Certificate") that describes the requirements and provisions of the Internal Revenue Code of 1986 that must be followed in order to maintain the tax exempt status of interest on such obligations. In addition, the Tax Certificate will contain the reasonable expectations of the District at the time of issuance of the related obligations with respect to the use of the gross proceeds of such obligations and the assets to be financed or refinanced with the proceeds thereof. These Procedures supplement and support the covenants and representations made by the District in the Tax Certificate related to specific issues of tax-exempt obligation. In order to comply with the covenants and representations set forth in the authorizing documents and in the Tax Certificate, the District tracks and monitors the actual use of the proceeds of the related obligations, the investment and expenditure of the proceeds thereof and the assets financed or refinanced with the proceeds of such obligations over the life of the related obligations

Designation of Responsible Person

The Chair of the District shall maintain an inventory of obligations and assets financed which contains the pertinent data to satisfy the District's monitoring responsibilities. Any transfer, sale or other disposition of tax-exempt financed assets must be reviewed and approved by the Chair of the District.

Post-Issuance Compliance Requirements

External Advisors/Documentation

The District shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the issuance process to identify requirements and to establish procedures necessary or appropriate so that the tax-exempt obligations will continue to qualify for tax-exempt status. Those requirements and procedures shall be documented in the Tax Certificate and/or other documents finalized at or before issuance of the obligations. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the obligations.

The District also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the tax-exempt obligations to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of tax-exempt financed or refinanced assets.

The District shall train and employ or otherwise engage expert advisors (a "Rebate Analyst") to assist in the calculation of arbitrage rebate payable in respect of the investment of proceeds of tax-exempt obligation, unless the Tax Certificate documents that arbitrage rebate will not be applicable to an issue of such obligations.

Unless otherwise provided by the resolution or other authorizing documents relating to the tax-exempt obligations, unexpended proceeds shall be held in a segregated account by a paying agent, and the District and its advisors shall manage the investment of proceeds. The District shall prepare (or cause the paying agent to prepare) regular, periodic statements regarding the investments and transactions involving proceeds of tax-exempt obligations.

Arbitrage Rebate and Yield

Unless the Tax Certificate documents that arbitrage rebate will not be applicable to an issue of tax-exempt obligations, the District shall be responsible for:

- engaging the services of a Rebate Analyst and, prior to each rebate calculation date, causing the paying agent or other account holder to deliver periodic statements concerning the investment of proceeds to the Rebate Analyst;
- providing to the Rebate Analyst additional documents and information reasonably requested by the Rebate Analyst;
- monitoring efforts of the Rebate Analyst;
- assuring payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the tax-exempt obligation, and no later than 60 days after the last maturity of each issue is redeemed;
- during the construction period of each capital project financed in whole or in part by tax-exempt obligations, monitoring the investment and expenditure of proceeds and consulting with the Rebate Analyst to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the tax-exempt obligation; and
- retaining copies of all arbitrage reports and account statements as described below under "Record Keeping Requirements."

The District, in the Tax Certificate and/or other documents finalized at or before the issuance of the tax-exempt obligations, has agreed to undertake the tasks listed above (unless the Tax Certificate documents that arbitrage rebate will not be applicable to an issue of tax-exempt obligations).

Use of Proceeds and Tax-Exempt Financed or Refinanced Assets:

The District shall be responsible for:

- monitoring the use of proceeds of tax-exempt obligations and the use of assets financed or refinanced with such proceeds (*e.g.*, facilities, furnishings or equipment) throughout the term of the tax-exempt obligations to ensure compliance with covenants and restrictions set forth in the Tax Certificate;
- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of the tax-exempt obligations, including a final allocation of proceeds as described below under "Record Keeping Requirements;"
- consulting with bond counsel and other legal counsel and advisors in the review of any contracts or arrangements involving use of assets financed or refinanced with tax-exempt proceeds to ensure compliance with all covenants and restrictions set forth in the Tax Certificate;
- maintaining records for any contracts or arrangements involving the use of assets financed or refinanced with the proceeds of tax-exempt obligations as described below under "Record Keeping Requirements;"
- conferring at least annually with personnel responsible for assets financed or refinanced assets with

the proceeds of tax-exempt obligations to identify and discuss any existing or planned use of such assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate; and

- to the extent that the District discovers that any applicable tax restrictions regarding use of tax-exempt obligation proceeds and assets financed or refinanced with such proceeds will or may be violated, consulting promptly with bond counsel and other legal counsel and advisors to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

The District, in the Tax Certificate and/or other documents finalized at or before the issuance of the tax-exempt obligations, has agreed to undertake the tasks listed above.

All relevant records and contracts shall be maintained as described below.

Record Keeping Requirement

The District shall be responsible for maintaining the following documents for the term of each issue of tax-exempt obligations (including refunding bonds, if any) plus at least three years:

- a copy of the closing transcript(s) and other relevant documentation delivered to the District at or in connection with closing of the issue of tax-exempt obligations, including any elections made by the District in connection therewith;
- a copy of all material documents relating to capital expenditures financed or refinanced by tax-exempt proceeds, including (without limitation) construction contracts, purchase orders, invoices, paying agent requisitions and payment records, draw requests for proceeds and evidence as to the amount and date for each draw down of proceeds, as well as documents relating to costs paid or reimbursed with proceeds and records identifying the assets or portion of assets that are financed or refinanced with proceeds, including a final allocation of proceeds;
- a copy of all contracts and arrangements involving the use of assets financed or refinanced with the proceeds of tax-exempt obligations;
- copies of all paying agent statements and reports, including arbitrage reports, prepared with respect to District tax-exempt obligations; and
- a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements or paying agent statements, in connection with any investment agreements, and copies of all bidding documents, if any

**PAYING AGENT AND REGISTRAR AGREEMENT
FOR WARRANTS**

THIS PAYING AGENT AND REGISTRAR AGREEMENT FOR WARRANTS (this "Agreement") made and entered into the _____ day of _____, 2016 by and between **SANITARY AND IMPROVEMENT DISTRICT NO. _____ OF _____ COUNTY, NEBRASKA** (the "District") and **BANKERS TRUST COMPANY ("BTC")**, as Paying Agent and Registrar (the "Registrar").

WITNESSETH:

WHEREAS, the District, from time to time, will issue warrants (the "Warrants"), which will accrue interest until they are called for redemption, drawn on: the Construction Fund of the District which will all mature within five years from the date of issuance, unless extended in accordance with applicable law, and/or the General Fund of the District which will all mature within three years from the date of issuance, but may continue accruing interest beyond maturity without being extended, and requires the services of a paying agent and registrar for said warrants; and

WHEREAS, the Registrar is willing to provide services as paying agent and registrar pursuant to the terms of this Agreement in consideration of the compensation described in this Agreement;

NOW, THEREFORE, the District and the Registrar do hereby agree as follows:

Section 1. The District hereby designates the Registrar as the registrar and paying agent for all of the warrants, and determines that this Agreement shall replace and supersede any prior such paying agent and registrar agreement to which it is party, which agreement or agreements if any, have been duly cancelled or terminated.

Section 2. The Registrar hereby accepts the designation as such registrar and paying agent with such duties as are provided for herein.

Section 3. The District agrees that it shall deliver all warrants to the Registrar in such a manner, in such a form and bearing such signatures as the Registrar shall reasonably require.

Section 4. The District and the Registrar agree that the Registrar shall maintain such books and records as are deemed reasonably necessary by the Registrar to record the ownership of the warrants and to record any payments of principal of or interest on the warrants and that the Registrar shall have no duty to and shall not be required to invest any funds delivered or transferred to the Registrar under and in accordance with this Agreement.

Section 5. The District and the Registrar may treat the person in whose name any warrant is registered on the books and records of the Registrar as the absolute owner of such warrant for the purpose of making payment thereof and for all other purposes and neither the District nor the Registrar shall be bound by any notice or knowledge to the contrary, whether such warrant shall be overdue or not. All payments of or on account of interest to any registered owner of any warrant and all payments of or on account of principal to the registered owner of any warrant shall be valid and effectual and shall be a discharge of the District and the Registrar, in respect to the liability upon the warrant or claim for interest, as the case may be, to the extent of the sum or sums paid. Any warrant may be

transferred at the principal office of the Registrar by surrender of such warrant for transfer, accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner of record in person or by his duly authorized agent, and thereupon the Registrar will authenticate and deliver at the office of the Registrar (or send by certified mail to the owner thereof), in the name of the transferee or transferees, the registered warrant with the same interest rate, principal amount and maturity, dated so there shall result no gain or loss of interest as a result of such transfer.

As a condition of any registration or transfer, the Registrar may at its option require the payment of a sum sufficient to reimburse it or the District for any tax or other governmental charge that may be imposed thereon, but no fee shall be charged for any such registration or transfer.

The Registrar shall not be required (a) to transfer or register warrants (i) from the fifteenth day of the month next preceding any interest payment date that falls on the first day of a month or (ii) from the first day of the month in which occurs an interest payment date that falls on the fifteenth day of such month, until such interest payment date, (b) to register or transfer any warrants for a period of 15 days next preceding any selection of warrants for payment or for a period of 15 days thereafter or (c) to register or transfer any warrants which have been designated for payment within a period of 30 days next preceding the date fixed for payment.

Section 6. Transfer of the warrants shall be registered, pursuant to the limitations, prescribed in Section 5, upon surrender to the Registrar of any outstanding warrant accompanied by an assignment for transfer in such manner and form as the Registrar may require and by such assurances as the Registrar shall deem necessary or appropriate to evidence the genuineness and effectiveness of each necessary signature and, if deemed appropriate by the Registrar, satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. In registering transfer of the warrants, the Registrar may rely upon the Uniform Commercial Code or any other statutes which in the opinion of counsel protect the Registrar and the District in not requiring complete documentation, in registering warrants without inquiry into adverse claims, in delaying registration for purposes of such inquiry, or in refusing registration where in Registrar's judgment and adverse claim, requires such refusal.

Section 7. The Registrar shall, as Paying Agent for the District, pay the principal of and interest on the warrants of the District, but only to the extent that the District and only when the District shall have delivered or transferred to the Registrar sufficient sums for the payment of said principal or interest. The District agrees and hereby directs that the County Treasurer of the above referred-to County in Nebraska, as ex officio treasurer of the District, is hereby authorized and directed to pay, from time to time, to the Registrar from funds of the District, such amount of money as the Registrar shall certify in writing to said County Treasurer as shall be needed for payment of principal or interest on the warrants of the District, such Certificate of the Registrar to show the amounts needed for payment of principal or interest on warrants drawn on the General Fund or warrants drawn on the Construction Fund, the date on which such amount is due and the date when such transfer shall be made by the County Treasurer to the Registrar, such certification to be made by the Registrar to the County Treasurer for each transfer of funds requested by the Registrar. It is further agreed by the District, that this Agreement shall constitute a continuing authorization by the District for the County Treasurer to make transfers to the Registrar as provided above.

Section 8. As provided by law, the records of ownership maintained by the Registrar shall not be deemed public records and shall be available for inspection solely pursuant to a court order or a subpoena of any governmental agency having jurisdiction to issue such subpoena.

Section 9. At any time the Registrar may apply to the District for instructions and may consult with the District's attorney or the Registrar's own counsel in respect to any matter arising in connection with its duties under this Agreement and the Registrar shall not be liable or accountable for any action taken or omitted by it in good faith in accordance with such instructions or with the opinion of such counsel. The Registrar may rely on any paper or document reasonably believed by it to be genuine and to have been signed by the proper person or persons.

Section 10. The Registrar shall receive compensation for its services in accordance with this agreement with the District, and in addition shall receive reimbursement for any expenses reasonably incurred by the Registrar in connection with the performance of its duties hereunder, including counsel fees.

Section 11. If otherwise qualified under the laws of the State of Nebraska, any corporation or association into which the Registrar may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall, ipso facto, be and become successor Registrar hereunder and vested with all of the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 12. The District shall have the right to remove the Registrar under this Agreement upon 60 days' notice in writing to the Registrar and the District. In the event of such removal, the District shall have the right to designate a successor and the Registrar hereby agrees that it shall turn over all of its books and records with respect to the warrants to any such successor upon written request by the District.

Section 13. This Agreement shall automatically terminate if the District is annexed, or when all outstanding warrants have been paid in full and the District remains on a cash basis. Alternatively, the Registrar may resign as the paying agent and registrar for the warrants and terminate this Agreement by written notice delivered to the District at least 60 days prior to the resignation and termination date. The Registrar agrees in such event that it shall turn over all of its books and records with respect to the warrants to any successor upon written request by the District. The Registrar shall have no duties with respect to the investment of moneys under this Agreement otherwise agreed between the Registrar and the District.

Section 14. If any one or more of the covenants or agreements to be performed by either of the parties to this Agreement shall be determined by a court of competent jurisdiction to be unenforceable, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements contained herein and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 15. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 16. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have each caused this Paying Agent and Registrar Agreement for Warrants to be executed by their duly authorized officers and attested as of the date first above written.

SANITARY AND IMPROVEMENT DISTRICT
NO. ___ OF _____ COUNTY, NEBRASKA

(SEAL)

By: _____
Chairman

Attest:

Clerk

BANKERS TRUST COMPANY
Paying Agent and Registrar

By: _____
Authorized Officer



**PAYING AGENT, BOND REGISTRAR AND
TRANSFER AGENT FEE SCHEDULE
(BOOK ENTRY)**

ANNUAL FEE

\$500 (Per Fund)

ADDITIONAL SERVICES AVAILABLE

\$250 Dissemination Agent (annual fee)

As Dissemination Agent, Bankers Trust (the "Agent") will disclose the required documentation under SEC Rule 15c2-12 to the MSRB Electronic Municipal Market Access (EMMA) system. The Issuer/Borrower will provide the information required in the Continuing Disclosure Agreement or the required annual reporting and material event notification under the rule listed above to the Agent. The Agent will not be responsible for compiling any of the information required under the rule.

OUT-OF-POCKET EXPENSES

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule, such as preparation of bondholder lists, redemptions/call notices, or termination of our services prior to the issue's final maturity. Charges will be based on our analysis of the cost of providing the additional services.

Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

CHANGES IN FEE SCHEDULE

Bankers Trust reserves the right to renegotiate this fee schedule.

Effective September 1, 2015

DISSEMINATION AGENT AGREEMENT

This Dissemination Agent Agreement (the “**Agreement**”) is executed and delivered by Sanitary and Improvement District No. 311 of Sarpy County, Nebraska (the “**Issuer**”) and Bankers Trust Company, as dissemination agent (the “**Dissemination Agent**”), in connection with the outstanding debt obligations as listed in Exhibit A(the “**Indebtedness**”).

Section 1. Purpose of the Agreement. This Agreement is being executed and delivered by the Issuer and the Dissemination Agent for the benefit of the Bondholders/Warrantholders (including any beneficial owners thereof when the bonds are held in a book-entry system) of the Indebtedness.

Section 2. Duties, Immunities and Liabilities of the Dissemination Agent. The Dissemination Agent shall, on behalf of the Issuer, make the filings with the Municipal Securities Rulemaking Board (“**MSRB**”), through the Electronic Municipal Market Access (“**EMMA**”) centralized online system, necessary to comply with the Issuer’s undertakings in relation to the Indebtedness adopted by the resolutions of the Issuer (collectively, the “**Undertakings**”). The Undertakings are hereby incorporated by reference into this Agreement as if set forth herein. The Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent’s negligence or willful misconduct. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Agreement.

Section 3. Termination of Reporting Obligations. The Issuer’s obligations under this Agreement shall terminate immediately once all of the Indebtedness is no longer outstanding by reason of legal defeasance, redemption, or payment at maturity thereof. This Agreement, or any provision hereof, shall be null and void in the event that the Issuer obtains an opinion of nationally recognized bond counsel to the effect that those portions of the Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 C.F.R. § 240.15c2 12) (the “**Rule**”) which require the Undertakings, are invalid, have been repealed retroactively or otherwise do not apply to the Indebtedness; provided that the Issuer shall have provided notice of such delivery and the cancellation of the Undertakings to the MSRB.

Section 4. Beneficiaries. This Agreement shall inure solely to the benefit of the Issuer, Dissemination Agent, and the holders of any Indebtedness (including any beneficial owners thereof when the bonds are held in a book-entry system) and shall create no rights in any other person or entity.

Section 5. Compensation. The Issuer hereby agrees to compensate the Dissemination Agent for the services provided and the expenses incurred pursuant to this Agreement, in the amount of \$250 annually (see Fee Schedule attached as Exhibit B).

Section 6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

Section 7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 8. Removal of Dissemination Agent. The Issuer may, from time to time, appoint or engage a substitute Dissemination Agent to assist it in carrying out its obligations under the Undertaking, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent, by providing notice in writing to the Dissemination Agent of such removal.

BANKERS TRUST COMPANY, as Dissemination Agent

By: _____

Authorized Officer

ISSUER _____

By: _____

Authorized Signer

Dated: _____

EXHIBIT A
OUTSTANDING DEBT OBLIGATIONS

EXHIBIT B

FEE SCHEDULE – DISSEMINATION AGENT



DISSEMINATION AGENT FEE

\$250 (annual fee)

As Dissemination Agent, Bankers Trust (the “**Agent**”) will disclose the required documentation under the Rule to the MSRB via the Electronic Municipal Market Access (EMMA) system. The Issuer will provide the information required in the Undertakings to the Agent, through the Fiscal Agent as appropriate. The Dissemination Agent will not be responsible for compiling any of the information required under the Rule.

Fees are subject to terms and conditions of the Agreement between Bankers Trust Company and Issuer as described herein.

CONTRACT FOR LEGAL AND ADMINISTRATIVE SERVICES

This Agreement made and entered into by and between the Chairman and Board of Trustees of Sanitary and Improvement District No. 311 of Sarpy County, Nebraska (Springfield Pines) on behalf of said Sanitary and Improvement District, hereinafter referred to as "District" and Fullenkamp, Doyle & Jobeun, hereinafter referred to as "Attorneys".

WITNESSETH:

WHEREAS, the District desires to engage Attorneys to render professional legal services and to provide service for the administration for the orderly conduct of the business of the District as detailed hereinafter.

1. To provide for the District those administrative services as would generally be provided by the executive or managerial branch of a municipal corporation in the State of Nebraska, political subdivision of the State or other body politic as created under State Statutes.
2. To review and advise the District concerning the contract between the District and the firm of engineers hired by the District for the purpose of providing engineering services in connection with improvements installed within and without the District's boundaries and to advise the District as to the necessary legal steps for the District to be able to finance the construction of improvements and all related costs.
3. Reviewed and advise the District with regard to the commitment of the District's fiscal agent and to aid and coordinate with the District's fiscal agent in the timely progress of construction progress warrants, general fund warrants and issuance of District bonds.
4. To review on behalf of the District the contract documents, including proposals, advertisements, construction contracts and performance bonds.
5. To draft and prepare on behalf of the District all Resolutions of Necessity, Notice to Contractors and arrange for advertising of same.
6. To assist the District in conjunction with the District's engineers in securing construction bids for the improvement projects and assist with the bid opening and letting.
7. To administer all meetings of the Board of Trustees of the District and to prepare and maintain a full and complete transcript of the minutes of all proceedings of the Board of Trustees.
8. To assist in, as requested by the accountants, the audit of the District and the preparation of the budget of the District.
9. To prepare for and coordinate the election to the Trustees of the Board of the District.
10. To assist the Board with the levying of special assessments by the District. Attorney shall administer and aid the Board in the conduct of the Board of Equalization meeting of the District to represent the District in any appeal or objections to the special assessments by any

landowner within the District as to the District's levy to the District Court of Sarpy County, Nebraska or the Supreme Court of Nebraska.

11. To represent the District in any negotiations or condemnation necessary for the acquisition of any real property or property rights for the construction, installation or maintenance of any District improvements.

12. To represent the District's interest in any legal action of claim made against the District.

In consideration for the above and foregoing services performed by the Attorneys, the District hereby agrees to compensate the Attorneys for these services as follows:

- a.) An amount equal to five (5%) percent of the actual project construction costs for all services in connection with the commencement, planning, advertisement, meetings, construction and completion of and the levy of special assessments for the construction of Public Improvements installed within the District. Legal fees will not be charged on engineering, fiscal, testing or permitting fees, or any interest payments by the District.
- b.) An amount equal to five (5%) percent of the actual project construction costs for all services in connection with contract charges and reimbursable charges, reimbursements or payments to other agencies or contract services for OPPD, MUD, Black Hills Energy, Cox, CenturyLink, etc. This shall also include, but not be limited to, park land acquisition, capital facilities charges, and accrued interest payments on warrants issued by the District.
- c.) For services rendered in connection with the issuance of Bonds by the District, refunding bond issues, negotiations with the fiscal agent, securing a bond hearing date and all filing requirements and court appearances, a fee equal to one-half of one percent of the amount of the bonds issued by the District.
- d.) The firm's standard hourly rate for all legal work not associated with the construction of the public improvements as described in subparagraph (a) above.

IN WITNESS WHEREOF, the parties have acknowledged and accepted the terms and conditions of the above agreement on this ___ day of May, 2016.

ATTEST:

Eugene D. Graves, Clerk

SANITARY AND IMPROVEMENT
DISTRICT NO. 311 OF SARPY
COUNTY, NEBRASKA

By: _____
Eugene J. Graves Jr., Chairman

FULLENKAMP, DOYLE & JOBEUN

By: _____
Larry A. Jobeun, Partner

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

May 16, 2016

Fullenkamp, Doyle, & Jobeun
Larry Jobeun
11440 W. Center Road
Omaha, NE 68144

Re: MASTER AGREEMENT FOR PROFESSIONAL SERVICES

Dear Mr. Jobeun and Members of the Board:

It is our understanding that Sanitary and Improvement District 311 of Sarpy County, Nebraska ("Client") requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Master Agreement for Professional Services, Olsson's General Provisions, and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement").

The purpose of the Agreement is to provide the Client and Olsson with an operating agreement covering on-going services provided to Client. Upon request for services from the Client, Olsson will send to the Client a proposed **Work Order** for approval by Client. The Work Order will include the project location, anticipated start and completion dates, project description, compensation, and the Scope of Services. Olsson will commence work on individual projects upon receipt of a signed Work Order.

Olsson has acquainted itself with the information provided by Client relative to the Master Agreement and based upon such information offers to provide the services described in each Work Order. Client warrants that it is either the legal owner of the property to be improved by each Work Order or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions (and any exhibits attached hereto), which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Master Agreement and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide Client the Scope of Services for Projects as specified in each project Work Order. Olsson shall invoice Client for all services as outlined in each project Work Order. Olsson's services may vary for each project. Olsson shall not commence work on any Work Order without Client's prior approval in writing.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR SERVICES

Details of the schedule for each project will be outlined in the Work Order.

COMPENSATION

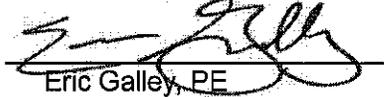
Compensation for each project will be outlined in the Work Order. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of the invoice date.

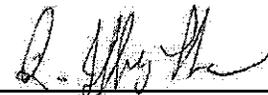
TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Agreement and the Agreement will represent the entire understanding between Client and Olsson with respect to any project subject to a Work Order. The Agreement may only be modified in writing signed by both parties.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below (indicating Client's designated representative if different from the party signing). 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

By 
Eric Galley, PE

By 
R. Jeffery Lake, PE

Date May 16, 2016

Date May 16, 2016

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

SANITARY AND IMPROVEMENT DISTRICT 311 OF SARPY COUNTY, NEBRASKA

By _____
Signature

Printed Name _____

Title _____

Dated: _____

- Attachments
- Work Order #1
- General Provisions

MASTER AGREEMENT WORK ORDER #1

This exhibit is hereby attached to and made a part of the Master Agreement for Professional Services dated May 16, 2016 between Sanitary and Improvement District 311 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: Northwest corner of 132nd and Main Street in Springfield, NE

Project Description: Phase 1 of a Proposed Single Family Residential Development

SCOPE OF SERVICES

Design Services

- Design public infrastructure including sanitary sewer (on and off site), water, storm sewer, on-site paving, and off-site paving improvements.
- Prepare specifications and bid documents for public infrastructure.
- Prepare supplemental design information such as drainage reports, sewer impact studies, geotechnical studies, and post construction stormwater agreements.
- Coordinate gas design with MUD and facilitate service agreements.
- Coordinate site power infrastructure and facilitate service agreements.
- Prepare required review forms and coordinate permitting with the City of Springfield.
- Assist the SID with soliciting bids from contractors and preparing notices of award.

Construction Administration and Observation

- Review Contractor's Submittals: Review Contractor submittal, for equipment, materials, and construction. All requests for variations from the contract documents will be reviewed with the Client before issuing an approval to the Contractor.
- Pay Requests: Review and process the Contractor's payment requests, and forward to the Client for payment.
- Project Modifications: Coordinate the preparation of any changes through the issuance of field orders, work change directives, or change orders that are agreed upon.
- Document Interpretation and Clarification: Provide interpretation and clarification of contract documents for the Client and General Contractor.
- Site Visits: Conduct visits to the construction site to observe progress of the work and to consult with the Client and Contractor on items relating to the project.
- Substantial Completion: Upon receipt of written notification from the Contractor of substantial completion, schedule a walk through to identify items to be completed or corrected prior to accepting substantial completion.

- Final Completion Walk Through: In the company of the Client and Contractor, conduct a final completion walk through to identify items requiring completion or correction prior to final payment.
- Project Closeout: Coordinate appropriate information relating to final closeout of the project including a final set of record drawings for distribution as well as securing necessary documentation allowing for processing of final payment.
- Olsson shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist the Engineer in observing performance of the work of Contractor during the construction period.
- Schedules: Review the progress schedule, schedule of Shop Drawing submittals, and schedule of values prepared by Contractor and consult with the Engineer concerning acceptability.
- Conferences and Meetings: Attend meetings, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings; prepare and circulate copies of minutes thereof.
- Review of Work, Rejection of Defective Work, Observations and Tests: Conduct on-site observations of the work in progress to assist the Engineer in determining if the work is, in general, proceeding in accordance with the Contract Documents.
- Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.

Construction Staking

- Establish Control: Maintain, verify and establish horizontal and vertical control points as needed.
- Storm Sewer: Stake the storm lines on an offset at 50 feet intervals. Stake the rim and invert elevations for manholes and inlets on an offset.
- Sanitary Sewer: Stake the sanitary lines on an offset at 50 feet intervals. Stake the rim and invert elevations for the manholes.
- Paving: Stake the top back of curb or edge of pavement on an offset at 50 foot intervals on tangent lines, points of curvature, points of reverse curve, points of compound curve, points of tangent with a minimum of 3 points on each curve, at 25 foot intervals on horizontal and vertical curves, and curb cuts on an offset line.
- Water, Power, & Gas: Stake the property corners one time for utility companies, and provide stake locations for facilities such as switch gear, power nodes, fire hydrants, and street lights.
- Sidewalk: Stake the sidewalk only where it does not fall along the back of curb or along a building along the main through streets at a minimum of 50 feet, at points on intersection on an offset to one side.
- As-Built Plans: Provide for measurement and quantity determination as necessary to denote actual location and elevation of improvements required by Sarpy County.

Construction Testing

- Pavement Subgrades: The subgrades within the footprint of the proposed paved areas will be evaluated with respect to stability and moisture content.
- Concrete Pavements: Olsson's will observe placement of concrete in pavements and the public trail. Field tests, including slump, air entrainment and temperature, will be performed on samples of concrete obtained from these structures. Cylinders will be cast from the concrete used in the construction of the structure for compressive strength

- testing. Core sampling of the concrete pavement will also be performed.
- Asphalt Pavements: Olsson's will observe placement of asphalt placement on the off-site improvements, if required. Field tests will be performed on samples of asphalt obtained from these samples.
 - Utility Backfill: Olsson will obtain samples of backfill material for standard Proctor and Atterberg limits testing. Field moisture-density tests will be performed in backfill placed within segments of utility trenches.
 - Reporting: Olsson's field professionals will prepare typed field reports summarizing each day's field observations, presenting test results, and detailing items not in compliance with the project drawings and/or specifications. Draft copies of the field reports will be provided on a daily basis to the designated field representative if requested. Items not in compliance will be listed on discrepancy logs and submitted on a weekly basis to the Client, General Contractor and Public Officials.
 - Field reports will be reviewed by our project engineer and summarized in bi-weekly letters transmitted to the Client. Olsson is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work.

COMPENSATION

Item	Total Fee % of Construction (1)	Design Fee % of Construction	Construction Fee % of Construction
Sanitary Sewer - Outfall (2)	22.0%	9.0%	13.0%
Sanitary Sewer – Internal (2)	22.0%	9.0%	13.0%
Storm Sewer (2)	23.0%	10.0%	13.0%
Paving - Internal (2)	22.0%	10.0%	12.0%
Water – Internal (2)	22.0%	11.0%	11.0%
Water - Relocation (2)	11.0%	Not Included ¹	11.0%
Power / Gas (2)	12.0%	5.0%	7.0%
Total Fees (Weighted)	19.0%	8.0%	11.0%

(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 \$2,880,038. Should the actual construction costs vary by more than 15% either way, percentage of construction for engineering may be modified.

¹ Water main relocation to be designed by others.

Payment Terms			
Infrastructure Design (Paving, Sewers & Water)		Power & Gas Service	
Stage	Percentage of Fee Paid	Stage	Percentage of Fee Paid
Completion of Design	75%	Execution of Service Agreement	75%
Award of Construction Contract	100%	Commencement of Installation	100%
Construction Admin, Observation, Staking, & Testing			
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.

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated May 16, 2016 between Sanitary and Improvement District 311 of Sarpy County, Nebraska ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until

the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the

contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such

observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably

incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse

by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Construction Cost Estimate

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s)

or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall

take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Confidentiality

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.8.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.8.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.8.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.8.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.8.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.8.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.8.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.8.3.5 is received from a third party not subject to any confidentiality obligations.

7.8.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.8.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.8.6 The parties acknowledge that disclosure or use of information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.8.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.9 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.9.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.9.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.9.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.9.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all

claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.9.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.9.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.9.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.10 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.11 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.12 Assignment

7.12.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.12.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.12.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.13 Indemnify

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.14 Limitation on Damages

7.14.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.14.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.14.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted

by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.15 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of CONTRACTOR.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with Contract Documents and in particular the specific limitations set forth in the Agreement as applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
 - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

- b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
- 6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
- 7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
- 8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- 9. Reports:
 - a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
- 10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. Completion:

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles	\$0.575/mile*
Suburbans and Pick-Ups	\$0.75/mile*
Other travel or lodging cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including mylars and linens	
In-house	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including express mail and special delivery	Actual
Cost	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of deeds, easements or other Project Related documents	Actual Cost+10%
Fees for applications or permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%

* Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

LABOR RATE SCHEDULE 2016

LABOR RATES

<u>Description</u>	<u>Range</u>
Principal.....	145 - 310
Project Manager.....	135 - 160
Project Professional.....	101 - 138
Assistant Professional.....	68 - 146
Designer.....	90 - 133
CAD Operator.....	46 - 100
Survey.....	52 - 115
Construction Services.....	53 - 170
Administrative/Clerical.....	44 - 100

Special Services not included in above categories will be provided on a special labor rate schedule

Note: Rates subject to changed based upon updates to Billing Rates for upcoming year

Place Ad Here

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

NOTICE OF MEETING

**SANITARY AND IM-
PROVEMENT DISTRICT
NO. 311 OF SARPY
COUNTY, NEBRASKA**

NOTICE IS HEREBY
GIVEN that the initial
meeting of the Board of
Trustees of Sanitary
and Improvement Dis-
trict No. 311 of Sarpy
County will be held at
11440 West Center
Road, Omaha, Nebras-
ka, 68144, on May 26,
2016, at 10:00 a.m.,
which meeting will be
open to the public. An
agenda for such meet-
ing, kept continuously
current, is available for
public inspection at
11440 West Center
Road, Omaha, Nebras-
ka, the office of the Dis-
trict's counsel.

Eugene J. Graves, Jr.,
Chairman

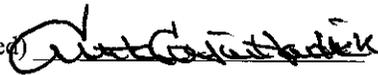
Proof of publication

AFFIDAVIT

State of Nebraska, County of Douglas, ss:

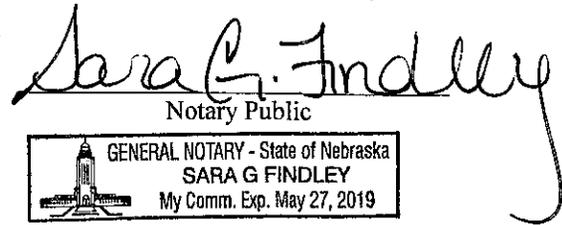
Anita Cousin-Hardrick, being duly sworn, deposes and says that she is an employee of The Omaha World-Herald, a legal daily newspaper printed and published in the county of Douglas and State of Nebraska, and of general circulation in the Counties of Douglas, and Sarpy and State of Nebraska, and that the attached printed notice was published in the said newspaper on the 19th day of May, 2016, and that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge. The Omaha World-Herald has an average circulation of 118,247 Daily and 144,202 Sunday, in 2016.

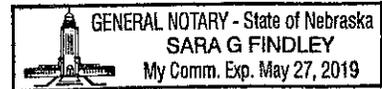
(Signed)



Title: Account Executive

Subscribed in my presence and sworn to before me this 19th day of May, 2016.


Notary Public



Printer's Fee \$ _____

Affidavit _____

Paid By _____

AGENDA

Sanitary and Improvement District No. 311 of Sarpy County, Nebraska (Springfield Pines); Initial meeting to be held at 10:00 a.m. on May 26, 2016, at 11440 W. Center Road, Omaha, Nebraska.

1. Present Nebraska Open Meetings Act.
2. Appoint Chairman and Clerk for the District; recommendation of bond filings in the amounts of \$20,000.00 for the Clerk and \$5,000.00 for the Chairman; appoint three (3) additional Trustee positions; vote on and approve the same
3. Present Kuehl Capital Corporation documents and agreements:
 - a. Present Contract for Financial Advisor/Fiscal Agent Services; vote on and approve the same;
 - b. Present Agreement to Purchase Obligations, to be entered into by and between the District and First National Capital Markets; vote on and approve the same;
 - c. Present Post Issuance Compliance Procedures; vote on and approve;
 - d. Appoint a Compliance Officer; **Dan Eravus**
 - e. Present Registrar/Paying Agent Agreement by and between the District and Bankers Trust Company; vote on and approve the same;
 - f. Present Dissemination Agreement by and between the District and Bankers Trust Company; vote on and approve the same.
4. Present Contract for Legal and Administrative Services by and between the District and Fullenkamp, Doyle & Jobeun; vote on and approve the same.
5. Present Contract for Engineering Services by and between the District and Olsson Associates; vote on and approve the same.
6. Any and all business before the Board as deemed necessary; meeting adjourned.

Add:
G-17 & G-23 letters