

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.

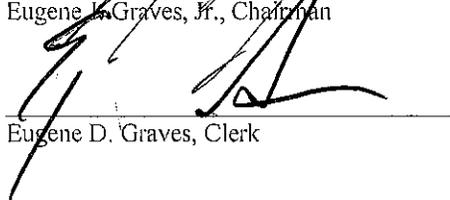
4. A current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during the Meeting in the room in which such Meeting was held and all in attendance at the Meeting were informed that such copy of the Nebraska Open Meetings Act was available for review 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 21st day of November, 2016.


Eugene A. 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
NOVEMBER 21, 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 November 21, 2016, at 11440 West Center Road, Omaha, Nebraska, 68144.

Present at the meeting were Trustees Eugene J. Graves, Jr., Susan Sawyer Malnack, and Eugene D. Graves. Also present were Larry A. Jobeun of Fullenkamp, Doyle & Jobeun, attorneys on behalf of the District; Eric Galley, Justin Feik and Mark Zlomke of Olsson Associates, consulting 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.

A copy of the current Nebraska Open Meetings Act was then presented and the location of the Act made available to all in attendance these proceedings, in accordance with State Law.

Notice of the meeting was given in advance thereof by publication in The Papillion Times on November 16, 2016, a copy of the Proof of Publication being attached to these minutes. Notice of the meeting was simultaneously given to all members of the Board of Trustees and a copy of their Acknowledgement of Receipt of Notice is attached to these minutes. Availability of the agenda was communicated in the published notice and in the notice 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.

The Notice to Contractors for the MUNICIPAL WATER LINE RELOCATION was then presented, the same having been published on October 19, 26 and November 2, 2016 in the Papillion Times.

Next, the Clerk presented the list of bids and bidders for the construction of the MUNICIPAL WATER LINE RELOCATION, said bids having been received on November 10, 2016, and presented together with a letter of recommendation of the engineers for the District,

and the Clerk was directed to attach a copy of the letter of recommendation together with a copy of the bid tabulations to these minutes and labeled Exhibit "A". After reviewing the letter of recommendation submitted by the engineers and determining that each of the bids was accompanied by the required bid bond and/or certified check, contract and maintenance bond in the amount of 100% of the contract price, it was determined that the recommendation of the engineers was that the bid of L.G. Roloff Construction, Inc., the low bidder in the amount of \$241,807.00, be accepted. After discussion, the following resolution was then duly made, seconded and upon a roll call vote of "aye" by the Trustees was duly adopted:

BE IT RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 311 of Sarpy County, Nebraska that the bid of L.G. Roloff Construction, Inc., for the construction of the MUNICIPAL WATER LINE RELOCATION, in the amount of \$241,807.00 be and hereby is accepted and that the Chairman and Clerk be and they hereby are authorized as directed to execute the contract submitted in connection with said bid on behalf of the District.

The Chairman next presented the Permanent Sanitary Sewer Easement, to be entered into by and between the District and Springfield Platte view Community Schools, for and in consideration of the payment of \$7,080.00 to the school district for acquisition of said easement. The same was then reviewed and discussed amongst the Board and its representatives. Then, upon a motion duly made, seconded and upon a roll call vote of "aye", the Trustees unanimously approved the Easement and authorized the Chairman and Clerk to sign the same on behalf of the District. The Board further authorized the payment in the amount as stated hereinabove to be made out of the Construction Fund of the District as part of these proceedings.

The Chair then presented the following statements for payment from the Construction Fund Account of the District and the Clerk was directed to attach a copy of said statements to these minutes:

- | | |
|---|-------------|
| a. City of Springfield for reimbursement on engineering fees paid to Olsson Associations and pursuant to the Interlocal Cooperation Agreement. | \$10,075.00 |
| b. Springfield Platteview Community Schools for acquisition of the Sanitary Sewer Easement and in accordance with the Easement agreement related thereto. | \$7,080.00 |

c. Fullenkamp, Doyle & Jobeun for legal services rendered in connection with Items a. and b., hereinabove (5%).	\$ 857.75
d. Kuehl Capital Corporation for municipal advisory services on Construction Fund Warrants issued at this meeting (2.5%).	\$ 450.32
e. First National Capital Markets for underwriting services on Construction Fund Warrants issued at this meeting (2.0%).	\$ 369.26
Total:	\$18,832.33

Then, upon a motion duly made, seconded and upon a roll call vote of "aye" by the Trustees Eugene J. Graves, Jr., Susan Sawyer Malnack and Eugene D. Graves, the following Resolutions were unanimously adopted:

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 311 of Sarpy County, Nebraska that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Warrants No. 69 through 74, of the District, dated the date of this meeting, to the following payees, for the following services and in the following amounts, said warrants to draw interest at the rate of 7% per annum, said warrants to be payable from the Construction Fund Account of the District (interest payable annually) and to be redeemed no later than five (5) years of the date of hereof, being November 21, 2021 (the "**Construction Fund Warrants**"), subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska after notice is given as required by law, to-wit:

- a) Warrant No. 69 for \$10,000.00 and Warrant No. 70 for \$75.00 both made payable to the City of Springfield for reimbursement on engineering fees payable to Olsson and pursuant to the Interlocal Coop. Agreement related thereto. **CF**
- b) Warrant No. 71 for \$7,080.00 made payable to Springfield Platteview Community Schools for sanitary sewer easement acquisition costs. **CF**
- c) Warrant No. 72 for \$857.75 made payable to Fullenkamp, Doyle & Jobeun for legal services rendered in connection with items a) and b) hereinabove. **CF**
- d) Warrant No. 73 for \$450.32 made payable to Kuehl Capital Corporation for municipal advisor services relating to Construction Fund Warrants issued at this meeting (2.5%). **CF**

- e) Warrants No. 74 for \$369.26 made payable to First National Capital Markets for underwriting fee on Construction Fund Warrants issued at this meeting (2.0%). CF

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 311 of Sarpy County, Nebraska, that the District hereby finds and determines and covenants, warrants and agrees as follows in connection with the issuance of the Construction Fund Warrants: (i) the improvements being financed by the Construction Fund Warrants are for essential governmental functions of the District and are designed to serve members of the general public on an equal basis; (ii) all said improvements have from the time of their first acquisition and construction been owned, are owned and are to be owned by the District or another political subdivision; (iii) to the extent special assessments have been or are to be levied for any of said improvements, such special assessments have been or are to be levied under Nebraska law as a matter of general application to all property specially benefited by said improvements in the District; (iv) the development of the land in the District is for residential or commercial use and the development of the land in the District for sale and occupation by the general public has proceeded and is proceeding with reasonable speed; (v) other than any incidental use of said improvements by a developer during the initial period of development of said improvements, there have been, are and will be no persons with rights to use such improvements other than as members of the general public; (vi) none of the proceeds of said Construction Fund Warrants have been or will be loaned to any private person or entity; and (vii) and the District does not reasonably expect to sell or otherwise dispose of said improvements, in whole or in part, prior to the last maturity of the Construction Fund Warrants.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 311 of Sarpy County, Nebraska that the District hereby covenants and agrees as follows in connection with the issuance of the Construction Fund Warrants: (i) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Construction Fund Warrants and (ii) it will not use or permit the use of any proceeds of the Construction Fund Warrants or any other funds of the District nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Construction Fund Warrants. In addition, the District will adopt such other resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Construction Fund Warrants will remain excluded from federal gross income, to the extent any such actions can be taken by the District.

The District covenants and agrees that (i) it will comply with all requirements of Section 148 of the Code to the extent applicable to the

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

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

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

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

(i) the District is a governmental unit under Nebraska law with general taxing powers;

(ii) none of the Construction Fund Warrants is a private activity bond as defined in Section 141 of the Code;

(iii) ninety-five percent or more of the net proceeds of the Construction Fund Warrants are to be used for local governmental activities of the District;

(iv) the aggregate face amount of all tax-exempt obligations (other than "private activity bonds," but including any tax-exempt lease-purchase agreements) to be issued by the District during the current calendar year is not reasonably expected to exceed \$5,000,000; and

(v) the District (including all subordinate entities thereof) will not issue in excess of \$5,000,000 of tax-exempt indebtedness (other than "private activity bonds" and certain

refunding bonds, but including any tax-exempt lease-purchase agreements) during the current calendar year without first obtaining an opinion of nationally recognized counsel in the area of municipal finance that the excludability of the interest on the Construction Fund Warrants from gross income for federal tax purposes will not be adversely affected thereby.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 311 of Sarpy County, Nebraska that the District hereby designates the Construction Fund Warrants as its “qualified tax exempt obligations” under Section 265(b)(3)(B)(i)(III) of the Code.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 311 of Sarpy County, Nebraska that this and the preceding Resolutions are hereby adopted as the Certificate with Respect to Arbitrage of the District pertaining to the Construction Fund Warrants and the District hereby further certifies, as of the date of the registration of the Construction Fund Warrants with Sarpy County, Nebraska as follows:

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

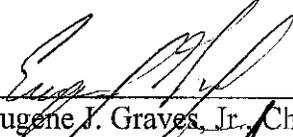
3. The District has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its debt.
4. This Certificate is being passed, executed and delivered pursuant to Section 1.148-2 (b) (2) of the Income Tax Regulations under the Code (the "**Regulations**").

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 311 of Sarpy County, Nebraska that the District hereby authorizes and directs the Chair or Clerk to file or cause to be filed, when due, an information reporting form pursuant to Section 149(e) of the Internal Revenue Code of 1986, as amended (the "**Code**"), pertaining to the Construction Fund Warrants.

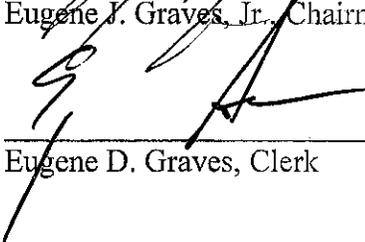
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**MINUTES SIGNATURE PAGE FROM THE MEETING OF
SANITARY AND IMPROVEMENT DISTRICT NO. 311 OF
SARPY COUNTY, NEBRASKA, HELD ON NOVEMBER 21,
2016**

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



Eugene J. Graves, Jr., Chairman

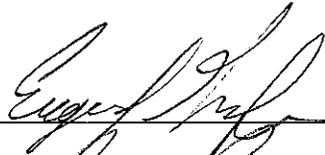


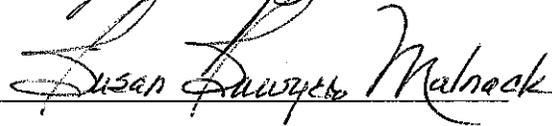
Eugene D. Graves, Clerk

**ACKNOWLEDGMENT OF
RECEIPT OF NOTICE OF MEETING**

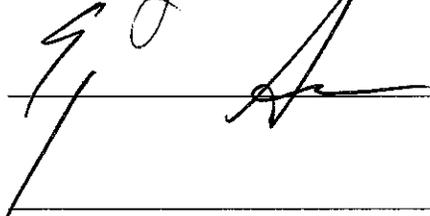
The undersigned Trustees of Sanitary and Improvement District No. 311 of Sarpy County, Nebraska do hereby acknowledge receipt of advance notice of the initial meeting of the Board of Trustees of said District and that the agenda for such meeting, held at 10:00 a.m. on November 21, 2016, at 11440 West Center Road, Omaha, Nebraska, is kept continuously current at the office of the District's counsel.

DATED this 21 day of November, 2016.





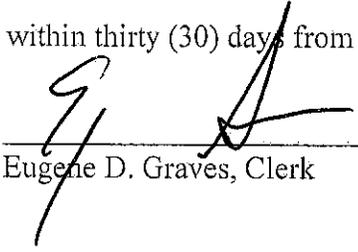




CERTIFICATE

The undersigned being Clerk of Sanitary and Improvement District No. 311 of Sarpy County, Nebraska ("Springfield Pines") hereby certifies that Notice of meeting of the Board of Trustees of said District held on November 21, 2016, was delivered to the Sarpy County Clerk via facsimile and/or electronic mail transmittal at least seven (7) days prior to the date of said meeting.

The undersigned further certifies that the agenda for the meeting of the Board of Trustees of said District was prepared and available for public inspection at the address designated in the notice of meeting given in advance thereof by publication in The Papillion Times on November 16, 2016, and that no items were added to the agenda after the commencement of the meeting; and further, that the minutes for the meeting were available for public inspection within ten (10) days of the date of said meeting and that a copy of the minutes of this meeting were sent to the City of Springfield City Clerk and the Sarpy County Clerk, Nebraska within thirty (30) days from the date of this meeting.



Eugene D. Graves, Clerk

STATE OF NEBRASKA

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} SS.
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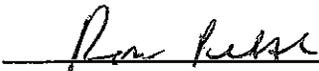
County of Sarpy

Being duly sworn, upon oath, Michael Harrington deposes and says that he is the Accounting Manager or Ron Petak deposes and says that he is the Executive Editor of the **Bellevue Leader, Papillion Times, Gretna Breeze and Springfield Monitor**, legal newspapers of general circulation in Sarpy County, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion

Wednesday, October 19, 2016
Thereafter, Wednesday, October 26, 2016
Thereafter, Wednesday, November 2, 2016

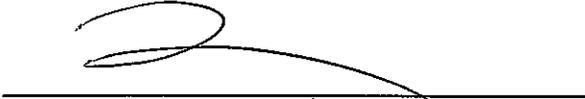
Papillion Times
Papillion Times
Papillion Times

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

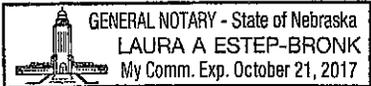


Michael Harrington OR Ron Petak
Accounting Manager Executive Editor

Today's Date 11/2/16
Signed in my presence and sworn to before me:



Notary Public



Printer's Fee \$ 169.50
Customer Number: 40972
Order Number: 0001984799

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

NOTICE TO CONTRACTORS

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

Sealed proposals will be received by the Clerk of said District at the office of Olsson Associates, 2111 South 67th Street, Suite 200, Omaha, Nebraska, until 2:00 PM on the 10th day of November, 2016, for furnishing all labor, tools, materials and equipment required to construct, as MUNICIPAL WATER MAIN RELOCATION for Sanitary Improvement District 311, Sarpy County, Nebraska, as per the plans and specifications for said work, at the locations shown on the detailed drawings and in the specifications now on file with the Clerk of said District and are available at A&D Technical Supply, which proposals, as are received, will, at that time, be publicly opened, read aloud and tabulated. The work consists essentially of the following estimated quantities:

APPROXIMATE QUANTITIES:

Item No.	Description	Quantity	Unit
101	Mobilization/Demobilization/Bonds/Insurance	1	LS
102	6-inch C900 PVC Water Main	10	LF
103	8-inch C900 PVC Water Main	10	LF
104	12-inch Water Main Trenched, Horizontal Directional Drilled, or Bored without Casing	1,626	LF
105	8-inch Gate Valve w/ Box, MJ	2	EA
106	12-inch Gate Valve w/Box, MJ	2	EA
107	Abandon Water Main	4	EA
108	Ductile Iron Fittings, MJ	2,800	LB
109	Wet Cut-In	6	EA
110	Connect to Existing Water Main 4" or larger service	6	EA
111	Abandon Existing 12-inch Valve and Box	1	EA

The amount of the engineer's estimate of the cost of said improvements (exclusive of engineering, fiscal, legal, interest, easement acquisition, and miscellaneous costs) is \$237,500.00.

All proposals must be submitted on bid forms furnished by Olsson Associates, and must be accompanied by a bid bond or a certified check in the amount not less than \$11,875.00 (5% engineer's estimate) made payable to the Treasurer of Sanitary Improvement District 311, as security that the bidder to whom the contract may be awarded will enter into a contract to build the improvements in accordance with this Notice to Contractor and will give a contract and maintenance bond in the amount of 100% of the total contract price, all as provided in the specifications. Bid bonds must be executed by a duly licensed corporate surety. Checks accompanying proposals not accepted shall be returned to the bidders.

No bidder may withdraw his proposal for a period of sixty (60) days after date set for opening of bids. All proposals must be enclosed in an envelope, sealed and addressed to the Clerk of Sanitary and Improvement District No. 311 and shall be marked "PROPOSAL FOR MUNICIPAL WATER MAIN RELOCATION" with the bidder's name and address on said envelope.

The Bid Security shall be in a separate sealed envelope attached to the Proposal envelope and shall be marked "BID SECURITY" with the project identified thereon. Proposals received after the above time shall be returned unopened to the bidder submitting the proposal.

The work herein provided shall be done under written contract with the responsible bidder submitting the lowest acceptable bid in accordance with the requirements of the plans and specifications and as provided by law.

Plans, specifications, and contract documents governing the above-referenced proposal as prepared by Olsson Associates, 2111 South 67th Street, Suite 200, Omaha, Nebraska, are hereby made a part of this Notice. The proposed contract shall be executed in compliance therewith. Copies of said plans and specifications may be obtained by interested bidders at A&D Technical Supply for a fee of \$70.00, none of which will be refunded.

Sanitary Improvement District 311 of Sarpy County, Nebraska, reserve the right to reject any or all bids received and to waive informalities and irregularities.

SANITARY AND IMPROVEMENT DISTRICT
311 OF SARPY COUNTY, NEBRASKA
Eugene J. Graves, Jr., Chairman
Eugene D. Graves, Clerk



Municipal Water Main relocation
SID 311 (Springfield Pines)

BID TABULATION

18-Nov-2016 OA #A15-1428
2:00PM Page 1 of 1

OMAHA, NE 2016

Item No.	ITEM	CONTRACTOR		L.G. Roloff		Kersten Construction	
		QTY	UNIT	Unit Price	Extension	Unit Price	Extension
Municipal Water Main Relocation							
1	Mobilization/Demobilization/Bonds/Insurance	1	LS	16,000.00	16,000.00	5,320.00	5,320.00
2	6" C900 PVC Water Main	10	LF	165.00	1,650.00	38.80	388.00
3	8" C900 PVC Water Main	10	LF	168.00	1,680.00	43.90	439.00
4	12" Water Main HDD Trenched, HDD or Bored wo/Casing	1,646	LF	117.68	193,701.28	109.30	179,907.80
5	8" Gate Valve w/Box, MJ	2	EA	2,250.00	4,500.00	1,262.00	2,524.00
6	12" Gate Valve w/Box, MJ	2	EA	3,375.00	6,750.00	2,458.00	4,916.00
7	Abandon Water Main	4	EA	422.00	1,688.00	1,652.00	6,608.00
8	Ductile Iron Fittings, MJ	2,150	LB	5.00	10,750.00	7.10	15,265.00
9	Wet Cut-In	4	EA	500.00	2,000.00	9,070.00	36,280.00
10	Connect to Existing Water Main/4" or Larger Service	4	EA	500.00	2,000.00	2,033.00	8,132.00
11	Abandon Existing 12" Valve & Box	1	EA	1,088.00	1,088.00	157.00	157.00
Total Bids				\$241,807.28		\$259,936.80	

Schedule Changes?	No	No
Addendum No. 1 & 2	Yes	Yes
Bid Guarantee:	Yes	Yes
Remarks:	None	No
Engineer's Estimate & % (+/-)	\$4,307.28	1.81%
	\$237,500.00	\$259,936.80
		109.45%

Larry Jobeun

From: Larry Jobeun
Sent: Thursday, November 10, 2016 10:54 AM
To: Brett Richards
Subject: RE: Easement
Attachments: 16-07-05_LDVP_Sanitary Sewer Easment.pdf

Brett: Thank you for your email. I'm attaching the revised legal description that shows the area of land needed. The revised area is 10,277.95 square feet or .236 acres. When acquiring an easement, the cost of acquiring the easement is discounted, i.e., it does not reflect 100% of the fair market value of the property because the owner of the land still owns the property and is able to use the property contained within the easement area, e.g., the owner may place surface paving, driveways, sidewalks, trails, landscaping, etc. The only restriction is that the owner is prohibited from placing a building over the top of the easement area. Because the easement area is outside of any buildable area, the cost of the easement for the acquisition is customarily and typically fifty (50%) percent of the fair market value of the fee simple title. As such, in this case the price of the easement would be \$7,080 ($\$60,000 \times .236 \text{ acres} \times 50\% = \$7,080$). Will the school board accept that amount for granting the easement? Please advise. Thank you.

Larry A. Jobeun
Attorney at Law



11440 W. Center Road
Omaha, NE 68144
(402) 334-0700

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Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code, or (ii) promoting, marketing or recommending to another party any matters addressed herein.

From: Brett Richards [<mailto:brichards@springfieldplatteview.org>]
Sent: Thursday, November 10, 2016 7:59 AM
To: Larry Jobeun
Subject: Easement

Hi Larry,

I spoke with three Board members last night on our Site Committee. They believe we should be paid for any easement placed upon our property based on what we paid for the land. For over \$60,000 an acre paid and this easement being .024 or so acres, we would ask for around \$15,000 for the easement. Since time is an issue for you on getting this easement done, we meet again on Monday night, so hopefully we'll get a response back.
Thank you. Brett

Brett Richards
Superintendent
Springfield Platteview Community Schools
402-592-1300

(Space above line for recording information)

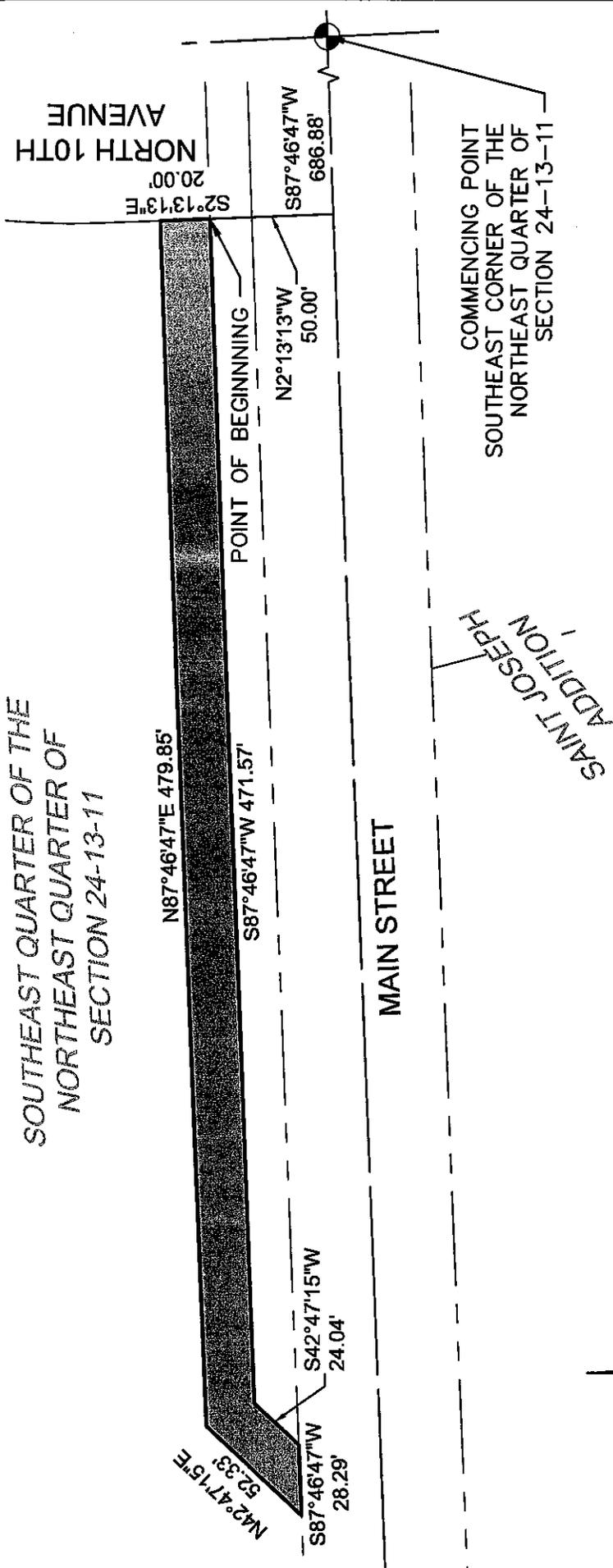
PERMANENT SANITARY SEWER EASEMENT

The Sarpy County School District 77-0046, commonly known as Springfield Platteview Community Schools, and its successors and assigns ("Grantor"), for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration, the receipt of which is hereby acknowledged, does hereby donate, grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 311 OF SARPY COUNTY, NEBRASKA ("Grantee"), a permanent, perpetual Sanitary Sewer Easement for the right to construct, maintain, operate and replace sanitary sewers and appurtenances thereto over, under, and through the portions of the parcels of land respectively described on Exhibit 1, attached hereto and incorporated herein (the "Easement Area").

TO HAVE AND TO HOLD, the Grantor agrees as follows:

- 1) The Grantee may construct, reconstruct, maintain and repair a sanitary sewer line, manholes for the sanitary sewer line and related improvements (the "Sanitary Sewer Line"). Grantee shall have the right to enter upon the Easement Area at any time to inspect, construct, reconstruct, maintain and repair said Sanitary Sewer Line.
- 2) After completion of the initial installation of the Sanitary Sewer Line, Grantee shall restore the surface of the Easement Area as nearly as possible to the condition existing prior to such work, and Grantee shall repair or restore any damage done by Grantee on any subsequent entry on the Easement Area.
- 3) Grantee is solely responsible for constructing, operating and maintaining the above-described improvements and Grantee shall indemnify and hold harmless the Grantor, and its successors and assigns, from any and all claims for personal injury or damage to property arising out of or in connection with construction, operation and maintenance of the above described improvements.
- 4) No building, improvement or other structure shall be placed over said Easement Area by the Grantor, or its successors or assigns, without the express written approval of the

SOUTHEAST QUARTER OF THE
NORTHEAST QUARTER OF
SECTION 24-13-11



MAIN STREET

SAINT JOSEPH
ADDITION

COMMENCING POINT
SOUTHEAST CORNER OF THE
NORTHEAST QUARTER OF
SECTION 24-13-11

LEGAL DESCRIPTION

A PERMANENT SANITARY SEWER EASEMENT LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 13 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE WESTERLY ON THE SOUTH LINE OF SAID NORTHEAST QUARTER ON AN ASSUMED BEARING OF S87°46'47\"W, 686.88 FEET; THENCE N02°13'13\"W, 50.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTH 10TH AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S87°46'47\"W, 471.57 FEET; THENCE S42°47'15\"W, 24.04 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MAIN STREET; THENCE S87°46'47\"W ON SAID NORTH RIGHT-OF-WAY LINE, 28.29 FEET; THENCE N42°47'15\"E, 52.33 FEET; THENCE N87°46'47\"E, 479.85 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF NORTH 10TH AVENUE; THENCE S02°13'13\"E ON SAID WEST RIGHT-OF-WAY LINE OF NORTH 10TH AVENUE, 20.00 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT SANITARY SEWER EASEMENT CONTAINS A CALCULATED AREA OF 10,277.95 SQ. FT. OR 0.236 ACRES MORE OR LESS.



PROJECT NO: 015-1428	EXHIBIT
DRAWN BY: JPF	1
DATE: 11/03/2016	
SANITARY SEWER EASEMENT	
 2111 South 67th Street, Suite 200 Omaha, NE 68106 TEL 402.341.1116 ASSOCIATES FAX 402.341.5895	

DWG: F:\Projects\015-1428\40-Design\AutoCAD\Exhibit\16-07-08 JDPF_Sanitary Sewer Easement.dwg USER: dshelton
 DATE: Nov 03, 2016 10:00am XREF: C:\PNDY_51428 P_Plane_51428

Larry Jobeun

From: Brett Richards [brichards@springfieldplatteview.org]
Sent: Tuesday, November 15, 2016 9:16 AM
To: Larry Jobeun
Subject: Meeting Last Night

Hi Larry,

The Board approved the easement last night for the payment of \$7,080. If you want to send us a check over we will get you the signed easement. Thanks for working with us on this and continued good luck on the development. Brett

Brett Richards
Superintendent
Springfield Platteview Community Schools
402-592-1300

STATEMENT

CITY OF SPRINGFIELD, NEBRASKA

STATEMENT # 11022016 PINES
DATE: NOVEMBER 2, 2016

P.O. Box 189, 170 North 3rd Street, Springfield, NE 68059
Phone/Fax (402) 253-2204
springfieldne.org

BILL TO SID 311 - Springfield Pines
c/o Fullenkamp, Doyle & Jobeun
Attn: Larry Jobeun
11440 West Center Road, Suite C
Omaha, NE 68144

COMMENTS Payment Due Upon Receipt

DATE	DESCRIPTION	BALANCE	AMOUNT		
11-2-2016	Reimbursement to City of Springfield, as per Interlocal Cooperation Agreement, for design services rendered by Olsson Associates on the water main replacement being done in conjunction with the Springfield Pines Subdivision. A copy of Invoice No. 262659 is attached hereto for your records. The City of Springfield paid Olsson Associates \$10,075.00 on November 2, 2016 with check no. 38394.		\$10,075.00		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
\$10,075.00					\$10,075.00

REMITTANCE	
Statement #	11022016 Pines
Date	November 2, 2016
Amount Due	\$10,075.00
Amount Enclosed	

Please make checks payable to CITY OF SPRINGFIELD
THANK YOU!

Invoice



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

October 17, 2016
Invoice No: 262659
Invoice Total \$10,075.00

Kathleen Gottsch
City Administrator/Clerk/Treasurer
City of Springfield NE
PO Box 189
Springfield, NE 68059

OA Project No. 016-0623 Springfield Water Main Replacement 2016
Professional services rendered from September 11, 2016 through October 8, 2016 for work completed in accordance with our Letter Agreement dated March 29, 2016.

Phase 100 Project Administration/Management
Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Project Administration					
Project Admin	3,500.00	80.00	2,800.00	700.00	2,100.00
Design	14,500.00	90.00	13,050.00	5,075.00	7,975.00
Bidding (Do not bill)	0.00	100.00	0.00	0.00	0.00
Total Fee	18,000.00		15,850.00	5,775.00	10,075.00
Subtotal					10,075.00
Total this Phase					\$10,075.00
AMOUNT DUE THIS INVOICE					\$10,075.00

Email invoices to: kathleencityofspringfield@yahoo.com

Authorized By: Craig Reinsch

GL 7010-10-10
DEPT General
APPROVAL Gottsch

P A I D
11/2/16
CK # 38394

AGENDA

Sanitary and Improvement District No. 311 of Sarpy County, Nebraska (Springfield Pines); meeting to be held at 10:00 a.m. on November 21, 2016, at 11440 West Center Road, Omaha, Nebraska.

1. Present Nebraska Open Meetings Act.

Roll call: Trustees

✓ Eugene J. Graves, Jr.

✓ Eugene D. Graves

✓ Susan Sawyer Malnack

✓ Mary E. Graves

— Sherri Hinkel

Engineer estimate

*Source
\$127,500*

2. Present recommendation of award and related bid tabs for the Municipal Water Line Relocation project; award contract to lowest qualified bidder, L.G. Roloff Construction, said bid being in the amount of \$237,500.00; Chair and Clerk to sign contracts for the project on behalf of the District.

\$241,807 Bid

3. Present the Permanent Sanitary Sewer Easement, to be entered into by and between the District and Springfield Platteview Community Schools, for and in consideration of \$7,080.00; vote on and approve the same; pay consideration from the Construction Fund of District.

Difference of \$110,000

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

- | | | |
|----|--|-------------|
| a. | City of Springfield for reimbursement on engineering fees paid to Olsson Associations and pursuant to the Interlocal Cooperation Agreement. | \$10,075.00 |
| b. | Springfield Platteview Community Schools for acquisition of the Sanitary Sewer Easement and in accordance with the Easement agreement related thereto. | \$7,080.00 |
| c. | Fullenkamp, Doyle & Jobeun for legal services rendered in connection with Items a. and b., hereinabove (5%). | \$ 857.75 |
| d. | Kuehl Capital Corporation for municipal advisory services on Construction Fund Warrants issued at this meeting (2.5%). | \$ 450.32 |
| e. | First National Capital Markets for underwriting services on Construction Fund Warrants issued at this meeting (2.0%). | \$ 369.26 |

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