

CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of Sanitary and Improvement District Number 313 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.

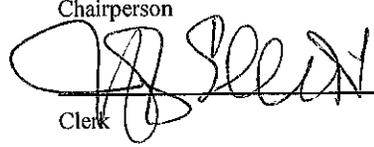
5. The minutes of the Meeting were in written form and available for public inspection within ten (10) working days after the Meeting or prior to the next convened meeting, whichever occurred earlier, at the office of the District; within thirty (30) days after the date of the Meeting, a copy of the 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 7th day of July 2016



Chairperson



Clerk

**TRUSTEES OF SANITARY AND IMPROVEMENT DISTRICT NO. 313
OF SARPY COUNTY, NEBRASKA**

The meeting of the Board of Trustees of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska was convened in open and public session at 9:00 A.M. on July 7, 2016 at 10333 So. 152nd Street, Omaha, Nebraska.

Present at the meeting were Trustees Tom Falcone, Jeff Elliott, Bob Miller and Dan Miller.

Notice of the meeting was given in advance thereof by publication in The Bellevue Leader on June 22, 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 Acknowledgment of Receipt of Notice is attached to these minutes. Availability of the agenda was communicated in the published notice and in the notice to the Trustees of this meeting. All proceedings of the Board were taken while the convened meeting was open to the attendance of the public.

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

The Chairman then stated that a copy of the Nebraska Open Meeting Laws was available for review and inspection and stated the location of said copy in the room in which such meeting was being held.

It was then noted that Juanda Falcone and Sarah Christiansen had resigned from the Board of Trustees and following discussion, it was unanimously agreed upon to appoint Jeff Elliott to the Board of Trustees. Discussion was then had concerning the necessity of appointing a Clerk of the District, whereupon a motion was duly made, seconded and unanimously adopted appointing Jeff Elliott as Clerk of the District. It was then noted that the necessary bond would be ordered in its respective amount and filed with the Sarpy County Clerk.

The Chairman then presented the Contract for Financial Advisor/Fiscal Agent Services between the District and Kuehl Capital Corporation, whereby Kuehl Capital would provide financial advisor services to the District. Following discussion and review of said Agreement, the Board authorized the Chairman to executed said Agreement and the Clerk was directed to attach a copy to

these minutes.

The Chairman then presented the letter dated April 8, 2016 from Ameritas Investment Corp. regarding Ameritas Investment Corp. to provide underwriting services to the District. Following discussion and review of said Underwriter Disclosure, the Chairman was directed to execute said Disclosure and the Clerk was directed to attach a copy to these minutes.

The Chairman then presented the Agreement to Purchase Obligation between the District and Ameritas Investment Corp., whereby Ameritas would purchase the general fund warrants, construction fund warrants and bond obligations of the District. Following discussion and review of said Agreement, the Board authorized the Chairman to execute said Agreement and the Clerk was directed to attach a copy to these minutes.

The Chairman then presented the Paying Agent and Registrar Agreement between the District and Bankers Trust Company whereby Bankers Trust Company will provide paying agent and registrar services pursuant to said Agreement. Following review, it was unanimously agreed upon that the Chairman and Clerk execute said Agreement and the Clerk was directed to attach a copy to these minutes.

The Chairman then presented the Remedial Action Rule Written Procedures Under Section 141 of the Code and Section 1.141-12 of the Regulations and following reviewing, was unanimously adopted; the Trustees then passed the following resolution:

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 313 of Sarpy county, Nebraska that the District thereby 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. 313 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 obligation 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.

Discussion was then followed concerning the necessity of appointing a compliance officer whose responsibility would be reviewed of compliance with Federal tax requirements as generally outlined in the Procedures attached to these minutes, whereupon, a motion was duly made, seconded and unanimously adopted appointing Tom Falcone, Chairman of the District, as such compliance officer.

Upon the recommendation of the District's fiscal advisor Kuehl Capital Corporation, the Chairman next presented a Dissemination Agent Agreement between the District and Bankers Trust Company, wherein Bankers Trust Company is being appointed as Dissemination Agent. Following discussion, a motion was duly made, seconded and the following resolution unanimously adopted:

BE IT RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska that Bankers Trust Company be and hereby is appointed as Dissemination Agent for the District, and that the Clerk be and hereby is authorized and directed to execute said agreement on behalf of the District.

The Chairman then presented plans and specifications prepared by E & A Consulting Group, engineers for the District, for construction of Sanitary Sewer System - Section I, together with an estimate of the total cost of said improvement prepared by said engineers, which cost estimate, including engineering fees, legal fees, fiscal fees, administration costs and other miscellaneous costs is in the sum of \$1,049,500.

After discussion, the Resolution contained in Exhibit "A", attached hereto and by this reference incorporated herein was duly introduced, seconded and upon a roll call vote of "aye" by the Trustees, was unanimously adopted; the Trustees then passed the following resolution:

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska that the hearing on the proposed Resolution of Advisability and Necessity for the construction of Sanitary Sewer System - Section I shall be held at 10333 So. 152nd Street, #2, Omaha, Nebraska at 9:00 a.m. on July 27, 2016, at which time owners of property within the District who might become subject to assessment for the improvements contemplated by the proposed Resolution of Necessity may appear and make objections to the proposed improvements and if a petition opposing the proposed Resolution of Advisability and Necessity, signed by the property owners representing a majority of the front footage which might become subject to assessments for the cost of said improvements, as set out in the Resolution, is filed with the Clerk of the District within three days before the date set for hearing on such Resolution, such Resolution shall not be passed.

BE IT FURTHER RESOLVED that the notice of said hearing shall be given by publication in the Bellevue Leader, a legal newspaper of Sarpy County, Nebraska for two consecutive weeks on July 13 and July 20, 2016, which publication shall contain the entire wording of the proposed Resolution and that notice shall be given by posting same in three consecutive places within the boundaries of the District as required by Section 31-745 R.R.S. and further, that the Clerk of the District shall give notice not less than seven days prior to said hearing to the Sarpy County Clerk, Papillion, Nebraska as required by Section 31-727.02 R.R.S.

The Chairman then presented plans and specifications prepared by E & A Consulting Group, engineers for the District, for the District to enter into a Purchase Agreement with MWSD LLC for the District to purchase Outlot A, Garden Oaks for park and recreational land (\$600,600), for Park Acquisition, Outlot A, Garden Oaks, pursuant to the terms of the Subdivision Agreement that the District purchase the usable park property within the District, together with an estimate of the total cost of said improvement prepared by said engineers,

which cost estimate, including engineering fees, legal fees, fiscal fees, administration costs and other miscellaneous costs is in the sum of \$720,720.

After discussion, the Resolution contained in Exhibit "B", attached hereto and by this reference incorporated herein was duly introduced, seconded and upon a roll call vote of "aye" by the Trustees, was unanimously adopted; the Trustees then passed the following resolution:

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska that the hearing on the proposed Resolution of Advisability and Necessity for the the District to enter into a Purchase Agreement with MWSD LLC for the District to purchase Outlot A, Garden Oaks for park and recreational land (\$600,600) , for Park Acquisition, Outlot A, Garden Oaks, pursuant to the terms of the Subdivision Agreement that the District purchase the usable park property within the District shall be held at 10333 So. 152nd Street, #2, Omaha, Nebraska at 9:00 a.m. on July 27, 2016, at which time owners of property within the District who might become subject to assessment for the improvements contemplated by the proposed Resolution of Necessity may appear and make objections to the proposed improvements and if a petition opposing the proposed Resolution of Advisability and Necessity, signed by the property owners representing a majority of the front footage which might become subject to assessments for the cost of said improvements, as set out in the Resolution, is filed with the Clerk of the District within three days before the date set for hearing on such Resolution, such Resolution shall not be passed.

BE IT FURTHER RESOLVED that the notice of said hearing shall be given by publication in the Bellevue Leader, a legal newspaper of Sarpy County, Nebraska for two consecutive weeks on July 13 and July 20, 2016, which publication shall contain the entire wording of the proposed Resolution and that notice shall be given by posting same in three consecutive places within the boundaries of the District as required by Section 31-745 R.R.S.

and further, that the Clerk of the District shall give notice not less than seven days prior to said hearing to the Sarpy County Clerk, Papillion, Nebraska as required by Section 31-727.02 R.R.S.

The Chairman then presented plans and specifications prepared by E & A Consulting Group, engineers for the District, that the District to enter into a Subdivision Agreement, an Interceptor Connection and Wastewater Service Agreement and payment to Sarpy County Planning and Building Department (\$257,387.82) for Sewer Connection Fees, per the Subdivision Agreement that stipulates that the District enter into an Interceptor Connection and Wastewater Service Agreement with the City of Gretna and the City of Omaha for connection to a sanitary sewer outfall, together with an estimate of the total cost of said improvement prepared by said engineers, which cost estimate, including engineering fees, legal fees, fiscal fees, administration costs and other miscellaneous costs is in the sum of \$308,865.38.

After discussion, the Resolution contained in Exhibit "C", attached hereto and by this reference incorporated herein was duly introduced, seconded and upon a roll call vote of "aye" by the Trustees, was unanimously adopted; the Trustees then passed the following resolution:

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska that the hearing on the proposed Resolution of Advisability and Necessity for the District to enter into a Subdivision Agreement, an Interceptor Connection and Wastewater Service Agreement and payment to Sarpy County Planning and Building Department (\$257,387.82) for Sewer Connection Fees, per the Subdivision Agreement that stipulates that the District enter into an Interceptor Connection and Wastewater Service Agreement with the City of Gretna and the City of Omaha for connection to a sanitary sewer outfall within the District shall be held at 10333 So. 152nd Street, #2, Omaha, Nebraska at 9:00 a.m. on August

10, 2016, at which time owners of property within the District who might become subject to assessment for the improvements contemplated by the proposed Resolution of Necessity may appear and make objections to the proposed improvements and if a petition opposing the proposed Resolution of Advisability and Necessity, signed by the property owners representing a majority of the front footage which might become subject to assessments for the cost of said improvements, as set out in the Resolution, is filed with the Clerk of the District within three days before the date set for hearing on such Resolution, such Resolution shall not be passed.

BE IT FURTHER RESOLVED that the notice of said hearing shall be given by publication in the Bellevue Leader, a legal newspaper of Sarpy County, Nebraska for two consecutive weeks on July 27 and August 3, 2016, which publication shall contain the entire wording of the proposed Resolution and that notice shall be given by posting same in three consecutive places within the boundaries of the District as required by Section 31-745 R.R.S. and further, that the Clerk of the District shall give notice not less than seven days prior to said hearing to the Sarpy County Clerk, Papillion, Nebraska as required by Section 31-727.02 R.R.S.

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



Chairman

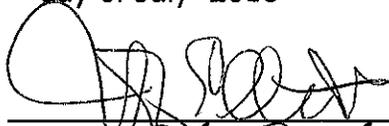


Clerk

ACKNOWLEDGMENT OF RECEIPT OF
NOTICE OF MEETING

The undersigned Trustees of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska do hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said District and the agenda for such meeting held at 9:00 a.m. on July 7, 2016 at 10333 So. 152nd Street #2, Omaha, Nebraska

DATED this 7th day of July 2016





Bill Miller

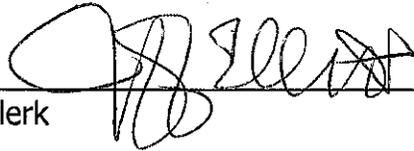
Dan Nelson

CERTIFICATE

The undersigned being Clerk of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska hereby certifies that Notice of a Meeting of the Board of Trustees of said District held on July 7, 2016 was mailed to the Sarpy County Clerk of Papillion, Nebraska at least seven 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 designed in the notice of meeting published in The Bellevue Leader on June 22, 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 days from the date of this meeting.

Clerk

A handwritten signature in black ink, appearing to read "J. J. [unclear]", is written over a horizontal line. The signature is stylized and cursive.

April 8, 2016

Sanitary and Improvement District No. 313
of Sarpy County, Nebraska
c/o Brian Doyle
Fullenkamp, Doyle & Jobeun
11440 West Center Road, #C
Omaha, NE 68144-4421

**RE: Underwriter Disclosure pursuant to MSRB Rule G-17, G-23
& Securities Exchange Act of 1934, Section 15B
Warrants and Bonds**

Dear Chairman:

I am writing to provide to you, as Chairman of the Board of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska (Issuer), with certain disclosures relating to the above-mentioned bond issue (Bonds), as required by the Securities Exchange Commission (SEC)¹ and Municipal Securities Rulemaking Board (MSRB).²

The Issuer has engaged Ameritas Investment Corp. (AIC) to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

As part of our services as underwriter, AIC may provide guidance concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

I. Underwriters' Role

- i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- ii) The underwriters' primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.
- iii) Unlike a municipal advisor, the underwriters do not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.
- iv) The underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.

¹ Section 15B of the Securities Exchange Act of 1934 amended 15Ba1-1 through 15Ba1-8 and Rule 15Bc4-1 (effective July 1, 2014).

² Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective August 2, 2012).

- v) The underwriters will review the official statement for the Bonds in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction³.
- vi) The information we provide to you is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 and you should consider consulting with any legal, accounting, tax financial or other advisors, as applicable, to the extent you deem appropriate.

II. Underwriters' Compensation

The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a potential conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

III. Conflicts of Interest

AIC has not identified any additional potential or actual material conflicts that require disclosure.

It is the Issuer's intent that AIC serve as an underwriter for the Bonds, subject to satisfying applicable laws or policies, formal approval by your governing body, finalizing the structure of the bonds and executing a bond purchase agreement. While AIC presently engages as the underwriter for the Bonds, this engagement letter is preliminary, nonbinding and may be terminated at any time by the Issuer, without penalty or liability for any costs incurred by the underwriter or AIC.

Furthermore, this engagement letter does not restrict the Issuer from entering into the proposed municipal securities transaction with any other underwriters or selecting an underwriting syndicate that does not include AIC.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, if you are not the individual who should be receiving and signing this acknowledgment, please let me know immediately.

We are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect or sign and return to me the signed acknowledgment on the

³ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

following page at the address shown on the acknowledgment. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts.

At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you and the Issuer in connection with the issuance of the Bonds.
Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Kobza".

Jennifer Kobza
Director

**Underwriter Disclosure pursuant to MSRB Rule G-17
& Securities Exchange Act of 1934, Section 15B
Warrants and Bonds**

I, TDM Falcone, the Chairman of the Board of Trustees, acknowledge receipt of this Underwriting Disclosure on behalf of the Issuer.



Signature of Authorized Official

Date: 7/7/16

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 July 7, 2016 (the "Effective Date") by and between SANITARY AND IMPROVEMENT DISTRICT NO. 313 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. 313
c/o Fullenkamp, Doyle and Jobeun
11440 West Center Road, Ste. C
Omaha, Nebraska 68144

Attention: Mr. Brian Doyle
Email: brian@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. 313 of Sarpy County this 7th day of July, 2016.

SANITARY AND IMPROVEMENT
DISTRICT NO. 313 OF SARPY COUNTY IN
THE STATE OF NEBRASKA

By 
(Signature)

By Tom Falcone
(Printed name)

Title: Chairman

7th IN WITNESS WHEREOF, this Contract was duly executed by the Financial Advisor this day of July, 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 tax-exempt 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 tax-exempt 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 \$50,000 / 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 July 7th, 2016 by and between **AMERITAS INVESTMENT CORP.**, ("AIC") and **SANITARY AND IMPROVEMENT DISTRICT NO. 313 - "GARDEN OAKS" OF SARPY COUNTY, NEBRASKA** (the "District").

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 Kuehl Capital Corporation ("KCC") have entered into Contract for Financial Advisor Services pursuant to which KCC has agreed to serve as financial advisor to the District; and

WHEREAS, AIC is willing and hereby agrees to purchase all of the following obligations of the District which AIC and the District mutually agree are marketable (i) the District's general fund warrants (the "General Fund Warrants"), (ii) the District's construction fund warrants in the approximate amounts as outlined in Appendix B (the "Construction Fund Warrants" and together with the General Fund Warrants, the "Warrants") and (iii) the District's general obligation bonds (the "Bonds").

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

Section 1. Warrants. Subject to the limitations set forth in Section 4 below, AIC agrees to purchase or place the fully registered Warrants issued by the District which AIC and the District mutually agree are marketable (except annual interest Construction Fund Warrants relating to the District's outstanding Construction Fund Warrants that are deemed by AIC, 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 AIC mutually agree that Warrants shall be issued bearing interest at a different rate or rates. AIC 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 AIC determine to offer the Warrants for sale to the public, the District, at its sole cost and expense, shall hire disclosure counsel and work with disclosure counsel to provide an official statement, offering circular or other offering document acceptable to AIC pertaining to the Warrants. If the District and AIC

determine to place the Warrants pursuant to a private placement, including to AIC or an affiliate thereof, AIC 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 2. Terms Particular to Warrants. In order to facilitate the purchase of the Warrants by AIC, the District and AIC hereby agree to the procedures set forth below:

(a) KCC, on behalf of the District, will request checks from AIC payable to the order of the various payees in an amount equal to the par amount of each Warrant. AIC on a mutually agreed interval or at least the end of each month during which KCC requests checks will issue such check(s) within five (5) business days after receipt of check request, AIC shall issue such check. If AIC fails to issue checks within five business days, the District may request AIC to reimburse the District for any accrued interest from the date of registration to the date the check is presented to the District, or to KCC on behalf of the District;

(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 AIC. Such registration shall constitute a representation and warranty by the District to AIC that:

(i) each Warrant bears interest at a rate consistent with the rate previously agreed to between AIC 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, addressed to the District and AIC, 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 Douglas County Treasurer; and

(c) Subject to the limitation set forth in Section 1 hereof, annual interest Construction Fund Warrants will be purchased by AIC prior to meeting the requirements of Section 2(b) provided such requirements shall be met as soon as practically possibly and no later than 60 days after the purchase of such Construction Fund Warrants.

Section 3. Bonds. AIC agrees to purchase or place, subject to the restriction set forth below, at a price to be mutually agreed to by the District and AIC (such purchase price may reflect a discount representing the compensation of AIC as further discussed in Section 5 hereof plus accrued interest (if any), the District's registered Bonds in an aggregate principal amount as mutually agreed to by the District and AIC. 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 AIC 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 AIC.

In connection with each issuance of the Bonds, AIC shall serve as the underwriter (including purchasing for its own account or that of an affiliate) or the placement agent. If the District and AIC 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 AIC pertaining to the Bonds. AIC 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 AIC determine to place the Bonds pursuant to a private placement, including to AIC or an affiliate thereof, AIC 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 Bonds, providing AIC, 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, addressed to the District and AIC, 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 AIC to underwrite or place its general obligation refunding bonds, and if AIC so agrees, then "Bonds" shall refer to such refunding bonds.

Section 4. Limitations to Obligation to Purchase. Notwithstanding the provisions in Sections 1 and 3 above, AIC 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 AIC;
- (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 AIC's reasonable opinion, could adversely affect either the District or the marketing, sale and delivery of the Warrants or the Bonds.

Section 5. Compensation. As compensation for purchasing the District's Warrants, AIC 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 AIC, as underwriter). As compensation in connection with its purchase or placement of the Bonds, AIC 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 3 hereof. If AIC agrees to purchase the District's general obligation refunding bonds it will be compensated a percentage mutually agreed to by AIC and the District of the aggregate principal amount of such refunding issue.

Section 6. Miscellaneous. This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns, but this Agreement shall not be assignable without the prior written consent of each party hereto, except that, AIC may, without consent, assign this Agreement to any affiliate of AIC or any corporation, firm or other entity into which AIC may merge or consolidate or to which AIC 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.

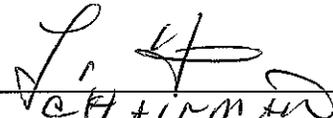
[Signature Page to Follow]

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

AMERITAS INVESTMENT CORP.

By 
Its Director

**SANITARY AND IMPROVEMENT
DISTRICT NO. 313 OF SARPY
COUNTY, NEBRASKA**

By 
Its Chairman

[Signature Page to Agreement]

APPENDIX A

FORM OF INVESTOR LETTER

[Date]

Sanitary and Improvement District
No. ____ of _____ County, Nebraska

Re: \$ _____ [General Obligation Bonds, Series ____] [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 ____ (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 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,

[PURCHASER]

By: _____

Name: _____

Title: _____

APPENDIX B
SID 313 Garden Oaks
Financing Conditions & Limitations

- General Fund Warrant limitations:

Initially, no more than \$40,000 of General Fund warrants are to be issued per calendar year. Any proposed adjustments to the General Fund warrant issuance limit will be presented to the Purchaser for review and consent prior to becoming effective.

- Construction Fund Warrant Limitations:

The Purchaser is committing to purchase the warrants in the approximate amount of \$6,151,439 for the installation for public improvements. The District agrees to limit the issuance of Construction Fund Warrants to approximately \$6,155,000, with the distribution of improvement costs to be 55.78% Special Assessments, 4.95% Reimbursable General Obligation and 39.28% General Obligation. The total amount of warrants expected to be issued for General Obligation costs is estimated to be \$2,416,185.

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.**

- Upon the District receiving the final Statement of Costs for publicly financed improvements from the Engineer, the District agrees to adjust the distribution of costs between special assessments, general obligation and external funding sources so the result is a bond fund levy not to exceed \$0.65, based on reasonable build out assumptions that are mutually agreeable with the purchaser.
- A Bond Fund tax levy of at least \$0.50 will be levied no later than FY2020/2021.
- Upon receipt of all bids, and the bids being within the estimated costs for this commitment, the District may issue up to \$150,000 in warrants for land acquisition and the District also agrees that it will not issue additional warrants to pay for land acquisition to the Developers, outlots, park ground, trail corridor and buffer until improvements have been installed and special assessments levied and the District can produce a cash flow projection based on mutually agreeable assumptions that shows a final tax levy for full build out at \$0.65 or less and expenses must be allowable under subdivision agreement and must be able to obtain legal opinion on warrants.
- The Purchaser may discontinue the purchase of warrants if any of the above conditions are not met.
- Interest on outstanding Construction Fund warrants will be paid annually on March 1st.

E & A CONSULTING GROUP
 10909 Mill Valley Road, Suite 100
 Omaha, NE 68154

PHONE: (402) 895-4700
 FAX: (402) 895-3599

PROJECT: GARDEN OAKS
 DEVELOPER: TOM FALCONE
 AREA (ACRES): 84.4
 JURISDICTION: SARPY COUNTY
 DATE: 10/07/15
 ESTIMATED BY: VOHL

ZONING: R4(SINGLE FAMILY) 146 UNITS
 JOB #: P2015.497.001

GARDEN OAKS 180TH & GILES

| ITEM | CONSTRUCT. | TOTAL | PRIVATE / OTHERS | SPECIAL ASSESS. | G.O. REIMBURS. | G.O. NON-REIMB |
|-------------------------------------|------------------|--------------------|------------------|--------------------|------------------|---------------------|
| SANITARY SEWER (INTERIOR) | 645,360 | 903,504 | | 903,504 | | |
| SANITARY SEWER (EXTERIOR) | 0 | 0 | | 0 | 0 | 0 |
| PAVING(INTERIOR) | 980,707 | 1,372,990 | | 1,125,132 | 0 | 247,858 |
| PAVING (180th & Giles Streets) | 590,838 | 827,173 | 551,449 | | | 275,724 |
| WATER (INTERIOR) | 815,642 | 978,770 | | 963,272 | 0 | 15,498 |
| WATER (EXTERIOR) | 192,096 | 230,515 | | | 50,450 | 180,065 |
| UNDERGROUND ELECTRICAL | 197,100 | 266,085 | | 266,085 | | 0 |
| STORM SEWER | 557,230 | 780,122 | | 151,402 | | 628,720 |
| ADMINISTRATIVE FEE, (1%) | 27,741 | 33,290 | | 21,838 | | 11,651 |
| PCSMP BASIN PURCHASE | 56,280 | 67,536 | | | | 67,536 |
| INTERCEPTOR SEWER FEES | 253,545 | 304,254 | | | 304,254 | |
| PARK ACQUISITION (See Detail Notes) | 630,000 | 756,000 | | | | 180,000 |
| PARK CONSTRUCTION | 147,800 | 206,920 | | | | 206,920 |
| PARKWAY CONSTRUCTION | 108,700 | 152,180 | | | | 152,180 |
| TOTALS | 5,203,040 | \$6,879,340 | \$551,449 | \$3,431,034 | \$354,704 | \$ 1,966,153 |

PER SINGLE FAMILY LOT

\$23,500

| | | | | | |
|-------------------|-----------------|-----------|-----------------|--------------|-------|
| VALUATION: | 33 SING. FAM.@ | \$500,000 | = | \$16,500,000 | |
| | 113 SING. FAM.@ | \$400,000 | = | \$45,200,000 | |
| TOTAL | 146 | | | | |
| | | | TOTAL @ 100% \$ | 61,700,000 | |
| | | | TOTAL @ 90% \$ | 55,530,000 | |
| G.O. DEBT RATIO = | \$1,988,153 | / | \$55,530,000 | = | 3.54% |

| | | | |
|-----------------------------------|----|------------------|---------------|
| Specials | \$ | 3,431,000 | 55.78% |
| G.O. Reimbursable | \$ | 304,254 | 4.95% |
| General Obligation | \$ | 2,416,185 | 39.28% |
| TOTAL | \$ | 6,151,439 | 100% |
| 33 SF Homes @ \$500,000 | \$ | 16,500,000 | |
| 113 SF Homes @ \$400,000 | \$ | 45,200,000 | |
| 146 Total | \$ | 61,700,000 | |
| Special Assessments per lot | \$ | 23,500.00 | |
| Est. of Value at 100% Development | \$ | 61,700,000 | G.O. DV 3.92% |
| Est. of Value at 90% Development | \$ | 55,530,000 | G.O. DV 4.35% |
| Warrant Total to be Issued | \$ | 6,151,439 | |

| <u>ITEM</u> | <u>TOTAL</u> | <u>Specials</u> | <u>Reimb</u> | <u>G.O.</u> |
|-----------------------------------|------------------|------------------|----------------|------------------|
| Sanitary Sewer | 903,504 | 903,504 | - | - |
| Paving - Interior | 1,372,990 | 1,125,132 | - | 247,858 |
| Paving - 180th and Giles | 275,724 | - | - | 275,724 |
| Parkway Construction | 152,180 | - | - | 152,180 |
| Water - Interior | 978,770 | 963,272 | - | 15,498 |
| Water - Exterior | 180,065 | - | - | 180,065 |
| Underground Electrical | 266,085 | 266,085 | - | - |
| Interceptor Sewer Fees | 304,254 | - | 304,254 | - |
| Storm Sewer | 780,122 | 151,369 | - | 628,753 |
| Administrative Fee - (1% to City) | 33,289 | 21,638 | - | 11,651 |
| PCSMP Basin Purchase | 67,536 | - | - | 67,536 |
| Park Acquisition | 630,000 | - | - | 630,000 |
| Park Construction | 206,920 | - | - | 206,920 |
| TOTAL | 6,151,439 | 3,431,000 | 304,254 | 2,416,185 |
| | | 0 | 0 | 0 |
| \$ | 6,151,439 | 3,431,000 | 304,254 | 2,416,185 |

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. 313 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. 313 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

RESIDENTIAL SUBDIVISION AGREEMENT
GARDEN OAKS,
LOTS 1-147, OUTLOTS "A", "B" & "C"
(PUBLIC FINANCING UTILIZED)

This Subdivision Agreement made as of the dates indicated at the signatures below by and between MWSD, LLC, a Nebraska limited liability company (hereinafter "Developer"), Sanitary and Improvement District Number 313 of Sarpy County, Nebraska (hereinafter "District"), and the County of Sarpy, State of Nebraska (hereinafter "County"). Collectively, Developer, District, and County are hereinafter sometimes referred to as the "Parties."

WITNESSETH:

WHEREAS, Developer is the owner of or has been designated by the owner as agent for the development of the parcel of land or real property within the County's zoning and platting jurisdiction shown on the plat attached hereto as Exhibit "A" (hereinafter defined as the "Development Area"), known as Garden Oaks, Lots 1 – 147, Outlots A, B and C, a subdivision surveyed, platted and recorded in Sarpy County, Nebraska, which is within the County's zoning and platting jurisdiction; and

WHEREAS, Developer has requested County to approve a specific platting of the Development Area; and

WHEREAS, Developer and District wish to connect to the sewer and water system to be constructed by District Number 313 within the Development Area with the sewer system of County; and

WHEREAS, Developer, District, and County wish to agree upon the manner, method and the extent to which public funds may be expended in connection with the installation and construction of public improvements constructed within and/or serving the Development Area, the extent to which those contemplated public improvements specially benefit property within the Development Area or property adjacent thereto, whose costs shall be specially assessed and those public improvement costs that are deemed to be of general benefit to the property within the District.

WHEREAS, Developer, District and County agree that the terms and conditions hereof shall govern development of the entire Development Area.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION I

For the purposes of this Agreement, the following words and phrases shall have the following meanings:

- A. The "cost" or "entire cost," being used interchangeably, of a type of improvement shall be deemed to include all construction costs, engineering fees, design fees, attorney's fees, testing expenses, publication costs, financing costs, penalties, forfeitures and default charges, and miscellaneous costs, including, among others, interest on warrants to date of the levy of special assessments and fiscal agent's warrant fees and bond fees, owing or to become owing.
- B. "Property benefited" shall mean the property that is benefited from the public improvements and is situated either (1) within the Development Area or (2) outside of the Development Area, but inside the corporate limits of District. No special assessments shall be assessed against any outlot nor against any other lot, part of lot, lands and real estate upon which cannot be built a structure compatible with the zoning regulations of said lot except to the extent of the special benefit to said lot, part of lot, lands and real estate by person of such improvement.
- C. "Street intersections" shall be construed to mean the area of the street between the returns of the various legs of the intersection, but in no case shall said area extend in any direction beyond a straight line drawn perpendicular from the centerline of the street to the adjacent lot corner.
- D. "General obligation" shall mean the entire costs that are not specially assessed.
- E. "Development Area" as shown on Exhibit "A" shall not include any future changes in boundaries unless agreed to in advance in writing by County.
- F. "Wastewater" shall include, but not be limited to, wastewater and sewage.
- G. "Wastewater sewer line" shall be deemed to include all wastewater lines and sanitary sewer lines. "Wastewater sewer system" shall be deemed to include all wastewater systems and sanitary sewer systems.
- H. "County Board" shall mean the County Board of Commissioners of Sarpy County, Nebraska.

SECTION II

Developer and District jointly and severally represent and covenant that Developer shall and District shall, thirty (30) days prior to the start of construction, present to the County Clerk for the benefit of County, duly authorized and executed, binding contracts in full force and effect for the timely and orderly engineering, procurement, and installation of the public improvements hereinafter set forth, according to the terms of those contracts; and they shall also provide and deliver to County written confirmation of a duly authorized and executed binding agreement between District and its fiscal agent for the placement of the warrants or bonds of District used for the payment of engineering, procurement, and installation of the improvements hereinafter set forth. Final plans and specifications for Subparagraphs B, C, and D, of this Section II

must have the approval of County and shall be submitted to County for review and approval at least thirty (30) days prior to award of contracts. Developer, District and County agree that the credit of District shall be used for the construction of the following public improvements within the Development Area:

- A. Grading of street right-of-way;
- B. Construction of and concrete paving of all streets dedicated pursuant to the plat (see Exhibit "A"); all of said paving to be twenty-five feet in width. All interior streets shall be constructed within the right-of-way as shown on the attached plat and shall be constructed of Portland cement concrete with an integral curb and gutter system. Approval of this Agreement and the plat pertaining thereto shall not constitute the creation of a County Road or acceptance of such platted roads or streets for maintenance by County.
- C. All sanitary sewer mains, manholes, and related appurtenances constructed in dedicated street rights-of-way and easements pursuant to the plat (see Exhibit "A"), shall be located as shown on the plans and specifications for said sanitary sewer improvements prepared by E & A Consulting Group, Inc., a copy of which is attached hereto as Exhibit "B."
- D. Storm sewers, inlets, manholes, and related appurtenances constructed on and in dedicated street rights-of-way and easements pursuant to the plat (see Exhibit "A") plans and specifications for said sewer improvements shall be located as shown on the plans and specifications for said storm sewer improvements prepared by E & A Consulting Group, Inc., Engineers, a copy of which is attached hereto as Exhibit "C."
- E. Water distribution mains located within dedicated street rights-of-way dedicated pursuant to the plat (see Exhibit "A") shall be installed as shown on the water plan improvements prepared by Metropolitan Utilities District, a copy of which is attached hereto as Exhibit "D."
- F. Gas distribution mains located within dedicated street rights-of-way dedicated pursuant to the plat (see Exhibit "A") shall be installed by Metropolitan Utilities District or Black Hills Energy.
- G. Street lighting for public streets dedicated pursuant to the plat (see Exhibit "A") to be installed by the Omaha Public Power District.
- H. Underground electrical service to each of the lots within the Development Area, shall be installed by the Omaha Public Power District.
- I. A concrete sidewalk shall be provided on both sides of a paved street within the dedicated street right-of-way, with a minimum width as required by the existing County Zoning and Subdivision Regulations. All aspects of sidewalk construction shall be governed by the existing County Zoning and Subdivision Regulations, any

and all applicable resolutions of the Sarpy County Board of Commissioners. Sidewalks shall be installed as shown on the paving and sidewalk plan prepared by E & A Consulting Group, Inc., a copy of which is attached hereto as Exhibit "E". All sidewalks shown on Exhibit E shall be maintained by abutting property owner or District. Sidewalks along both sides of all public streets within the Development Area shall be constructed according to the following schedule:

1. For any improved or built upon lot: Abutting sidewalks shall be constructed immediately or as soon as weather permits. Handicap ramps with detectable warning panels shall be constructed at public street intersections concurrently with the sidewalks of any improved or built upon lot.
 2. For any vacant or unimproved lot: When sixty-five percent (65%) of lots on one side of a street have been improved, sidewalks shall be constructed on all vacant lots located on that side of the street with the sixty-five percent (65%) build out.
 3. In any event, all sidewalks shall be constructed upon the public streets within three (3) years of the recording of the subdivision plat. Handicap ramps with detectable warning panels shall be constructed at public street intersections concurrently with sidewalk construction.
- J. Landscaping shall be located as shown on the Landscape Exhibit prepared by E & A Consulting Group, Inc., attached hereto as Exhibit "F". All entry sign features shall be landscaped upon the completion of said feature.
- K. Purchase of park property as per plat (see Exhibit "A") is subject to price and terms to be approved in writing by County.
- L. Street signs at all intersections per plat (see Exhibit "A") shall comply with the latest edition of the "Manual of Uniform Traffic Control Devices."
- M. Sewer fees paid to the County.
- N. Post construction stormwater management features and related appurtenances shall be located as shown and constructed in conformity with the Post Construction Stormwater Management Plan, attached hereto as Exhibit "G". Construction of post-construction stormwater management features or "BMPs" (Best Management Practices) shall be constructed in conformance with the "Omaha Regional Stormwater Design Manual".
- O. The Development Area shall be graded as shown on the Grading Exhibit prepared by E & A Consulting Group, Inc., attached hereto as Exhibit "H". Additionally, E & A Consulting Group, Inc. has prepared a Post Grading Floodplain Map, attached hereto as Exhibit H-1, which maps the floodplain areas within the Development Area following the grading shown on Grading Exhibit H. Further, grading shall be in

conformance with the Sarpy County Zoning Regulations, inclusive of payment of permit fees when a grading permit is required under said regulations.

- P. Fire hydrants shall be installed in the subdivision pursuant to Section IV.I. The Warning and Notification Coverage Plan, attached hereto as Exhibit "I" shows the coverage of outdoor warning sirens for the Development Area. The outdoor warning sirens must be capable of sounding the warning through the Sarpy County radio system.
- Q. Erosion control shall be performed by seeding the Development Area, controlling erosion of areas disturbed by grading operations, constructing temporary terraces on slopes, temporary silting basins and spillways, and any additional measures necessary to prevent erosion, damage and sedimentation to adjacent properties and public rights-of-way. All erosion control measures shall adhere to the Sarpy County Stormwater Regulations.
- R. Paving and associated improvements to 180th Street & Giles Road along the subdivision's easterly and southerly frontage shall be completed in accordance with the terms of one or more interlocal agreements as outlined in Section IV.

SECTION III

It is agreed that the credit or funds of District shall not be used for the engineering, procurement, or construction of any improvements of facilities within the Development Area except those public improvements specified in Section II. hereof or as otherwise provided in this Agreement. By way of specification and not by way of limitation, the Parties agree that the District shall not incur any indebtedness or otherwise involve its credit or expend any of its funds in the construction, acquisition, or improvement of any swimming pool, golf course, park, playground or other recreational facility, or any interest in real estate, without the express prior written approval by Resolution of the Sarpy County Board of Commissioners. Developer and District covenant that there shall be no general obligation of the District without prior written approval of County.

SECTION IV

Developer and County agree that the entire cost of all public improvements constructed by District within the Development Area (see Exhibit "A") as authorized by Sections II. and III., above, shall be defrayed as follows:

- A. One hundred percent (100%) of the entire cost of all paving and street construction will be paid by special assessment against the property benefited, except that the cost of the paving and construction of street intersections, the cost of one-half of the

street width at park or publicly owned outlot frontage, the cost of pavement thickness in excess of seven (7) inches, and the cost of pavement width in excess of twenty-five (25) feet exclusive of curbs and gutters, shall be borne by general obligation of District. The cost of curbs for purposes of assessment shall be one hundred percent (100%) specially assessed against the property benefited thereby. Regulatory and street name signs shall be purchased and installed by District. The cost of regulatory and street name signs may be a general obligation of District

- B. One hundred percent (100%) of the entire cost of all sidewalk construction shall be paid either by special assessment against the property benefited within the Development Area, or by Developer or property owner at the time of the development ("development" shall mean issuance of an occupancy permit by County) of individual platted lots. The cost of sidewalks along exterior arterial streets, or publicly owned outlot frontage, if required, may be borne by general obligation of District. All sidewalks shall have a minimum width and minimum spacing from the back of the curb as required by the Sarpy County Zoning and Subdivision Regulations.
- C. One hundred percent (100%) of the entire cost of wastewater sewers, including manholes and other appurtenances, shall be paid by special assessment against property benefited within the Development Area, except as follows:
 - 1. In the case of sanitary sewer lines greater than eight inches (8") in diameter that are oversized to serve a total drainage area larger than the Development Area, the cost of oversizing in excess of eight inches (8") may be a general obligation, whether such line is inside or outside the Development Area. The cost of oversizing in excess of eight inches (8"), whether inside or outside of the Development Area, may be paid by general obligation, which general obligation portion shall be eligible for recovery from connecting subdivisions on the basis provided in Subsection C.2. below.
 - 2. The cost of oversizing beyond eight inches (8") in diameter, whether inside or outside of the Development Area, may be recovered by the District from other property in the drainage area served or to be served by the sewer in proportion to the estimated number of acres of buildable property and contributing design flows in the drainage area in accordance with Subsection VII.B.
 - 3. One hundred percent (100%) of Sewer fees paid to the County for the sanitary sewer represented on Exhibit "B" attached hereto may be generally obligated.
 - 4. One hundred percent (100%) of the cost of outfall sewer lines and lift stations may be a general obligation of the District.

- D. One hundred percent (100%) of the entire cost of all storm sewers and permanent post construction stormwater management facilities, including manholes, inlets, easements and related appurtenances, may be a general obligation of the District.
- E. One hundred percent (100%) of the entire cost of the water distribution system serving the Development Area shall be specially assessed against the property benefited within the Development Area. Refunds, if any, shall be credited in the manner used for underground power as provided in Section IV (H) thereof
- F. One hundred percent (100%) of the entire cost of the gas distribution system serving the Development Area shall be specially assessed against the property benefited within the area to be served.
- G. One hundred percent (100%) of the cost of the monthly contract charges paid to Omaha Public Power District for furnishing the lighting of public streets shall be paid out of the general operating fund of District.
- H. All contract charges for underground power or natural gas authorized to be paid by District to the Omaha Public Power District or to any public gas utility, including both the basic charges and refundable charges, together with all other charges as fall within the definition of entire cost as defined in this Agreement, including all penalties and default charges, and are allocable to such contract charges, shall be specially assessed against property within the Development Area. Any refund of the refundable portion of the underground electrical service charge for a particular lot which shall be made by Omaha Public Power District to District or its successors shall be credited as follows:
 - 1. If the refund is prior to the levy of special assessments for underground electrical service, said refund shall be credited as a reduction in the total cost of the underground electrical services to be levied against said lot.
 - 2. If the refund is after the date of the levy of special assessments for underground electrical service, said refund shall be credited as a payment on the balance owing on the special assessment levied against said lot in connection with underground electrical service for said lot.
 - 3. If the refund is after the date of levy and payment in full of special assessment, said refund shall be repaid to persons paying the special assessment or their assignees.
- I. Fire hydrants shall be provided by Developer at Developer's cost or by the District and specially assessed against the property within the Development Area. The type of hydrants and control valves and the location of the hydrants must be approved by the applicable fire chief. Fire hydrants shall be installed in the subdivision, prior to the commencement of construction on any structure within the subdivision. However, Sarpy County may issue footings and foundations permits and Developer

and District may construct footings and foundations without the necessity of first installing water to the Development Area so long as combustible materials are not stored within the Development Area. If combustible materials are stored in the Development Area, Sarpy County will cease issuance of any footing and foundation permits for the Development Area until fire hydrants are installed and working within the Development Area. The applicable fire chief shall determine the type and specifications for fire hydrants. Outdoor warning sirens shall be installed and located as shown on the Warning and Notification Coverage Plan, attached hereto as Exhibit "I". The outdoor warning sirens must be capable of sounding the warning through the Sarpy County radio system. The cost for said outdoor warning sirens shall be treated as a general obligation cost of the District.

- J. One hundred percent (100%) of the entire cost of the original street signs shall be a general obligation of the District. All street signs shall conform to County standards. Decorative, ornamental, or any other signs as allowed in the "Manual of Uniform Traffic Control Devices" shall not be installed unless prior written approval by the County Board is received. The County's written approval for decorative or other signs as allowed in the "Manual of Uniform Traffic Control Devices" shall only be required while the Development Area is within the zoning jurisdiction of the County or as otherwise required by law. One hundred percent (100%) of the entire cost of decorative, ornamental, or any other signs not allowed in the "Manual of Uniform Traffic Control Devices" shall be at the cost of Developer. One hundred percent (100%) of the maintenance costs for the street signs shall be paid from the general operating fund of District.
- K. Silt ponds/basin: The initial construction cost of grading and piping for temporary sediment and erosion control facilities shall be paid for privately by the Developer. Removal of said sediment and erosion control measures may be a general obligation of the District. All silt ponds/basins are to remain in place until seventy-five percent (75%) of the drainage sub-basin serviced by erosion control measures are fully developed. District shall maintain silt pond/basin as described in subparagraph 2 below.
 - 1. Sediment removal shall be paid as follows:
 - a. During the initial construction of public streets and sewers, the District may pay for the removal as a general obligation of the District.
 - b. For all subsequent sediment removal, the District shall pay for the work from its operating fund.
 - c. Silt pond/basin closure or removal may be a general obligation of the District.
 - 2. District shall maintain the silt pond/basin such that the silt pond/basin does not become a nuisance or hazard to the community.
 - a. If at any time County determines that the silt pond/basin is a hazard or a nuisance, County will send a notice to the District with a recommendation to either (i) remedy said hazard or nuisance or (ii)

remove the silt pond/basin. Removal of the silt pond/basin may be recommended even prior to the time when seventy-five percent (75%) of the drainage sub-basin serviced by erosion control measures are fully developed. District shall comply with County's recommended action in the notice letter. If after thirty (30) days District does not comply with County's recommended action as provided in the notice letter, at County's discretion, County may fix the nuisance or hazard (up to and including silt pond/basin removal) and District shall be responsible for any and all costs of said remedy or removal

- L. The Developer agrees to sell Outlots A, B and C to the District to be used as permanent buffer and landscape areas, for a per acre price of \$42000. The District soft costs for the purchase shall not exceed 20% of the purchase price. Developer shall, contemporaneously with the filing of the final plat, transfer title of said Outlots to the District. Such costs shall be a general obligation of the District.
- M. The contribution to costs of right-of-way acquisition, paving improvements and drainage improvements to 180th Street and Giles Road at the subdivision frontage shall be a general obligation of the District.
- N. Portions of Giles Road and 180th Street will be improved pursuant to one or more interlocal agreements between District and County. Improvements to Giles Road and 180th Street may be constructed in more than one phase and shall be constructed to County's standards.
 - 1. Giles Road Improvements: District and County shall enter into one or more interlocal cooperation agreements for the design and construction of road improvements to Giles Road described below. The Giles Road improvements may be constructed in two phases. Said interlocal agreement(s) shall include the following provisions.
 - i. Giles First Phase Improvements: District shall financially contribute to the road improvements of that portion of Giles Road adjacent to the proposed Lots 99 and 100 Garden Oaks and the intersection of Giles Road and 185th Street, hereinafter "Giles First Phase Improvements". Said Giles First Phase Improvements shall include design, grading, and drainage for 3 lanes and paving of 2 lanes. District and County shall each pay for 50% of the Actual Costs of the Giles First Phase Improvements. The County will be the lead agency for said Giles First Phase Improvements, which may be constructed at the County's discretion when funding allows. County shall bill District for its contribution and District shall pay within thirty days of receipt of invoice.
 - ii. Giles Second Phase Improvements: District shall financially contribute to the road improvements of that portion of Giles

Road adjacent to the proposed Outlot B Garden Oaks and the intersection of Giles Road and 180th Street, hereinafter "Giles Second Phase Improvements". The Giles Second Phase Improvements shall generally include design, grading, and drainage for 3 lanes and paving of 2 lanes. Giles Second Phase Improvements may include a grade separation structure, but the cost for said grade separation structure shall be excluded from the Actual Cost of the Giles Second Phase Improvements described herein; further, District shall not be required to contribute to the cost of the grade separation structure. District and County shall each pay for 50% of the Actual Cost of the Giles Second Phase Improvements. The County will be the lead agency for said Giles Second Phase Improvements, which may be constructed at the County's discretion when funding allows. County shall bill District for its contribution and District shall pay within thirty days of receipt of invoice. Upon the construction of the Giles Second Phase Improvements, the 185th Street access to Giles Road shall be limited to right in right out only.

2. 180th Street Improvements: District shall grade and pave that portion of 180th Street inclusive of the north and south end of returns of 180th Avenue, as shown on the Paving and Sidewalk Exhibit. District shall pave said portion of 180th Street when District paves the interior roads of the District. District shall be 100% financially responsible for the paving of said intersection, County shall not contribute. District and County shall enter into one or more interlocal cooperation agreements for the design and construction of road improvements to 180th Street described below. Said interlocal agreement shall include the following provisions.
 - i. District shall financially contribute to the improvements on 180th Street associated with the 120" diameter drainage structure, which generally include a hydrological and hydraulic study (H & H Study), design, and construction of culvert improvements hereinafter "Interim Culvert Improvements". District and County shall each pay for 50% of the Actual Cost of the Interim Culvert Improvements. District's 50% contribution to the Actual Cost of the Interim Culvert Improvements shall be a maximum of \$380,000 including \$5,000 allocated towards the H & H Study. The County will be the lead agency for said Interim Culvert Improvements, which may be constructed at the County's discretion when funding allows. County shall bill District for its contribution and District shall pay within thirty days of receipt of invoice. If the H & H Study recommends Interim Culvert Improvements which amount to greater than \$750,000, County, in its sole discretion, may elect to close or vacate 180th Street instead of constructing the Interim Culvert

Improvements. Nothing herein requires County to construct any Interim Culvert Improvements.

- ii. Parties anticipate that at some future date 180th Street will be realigned, the sealed gravel road portion of 180th Street will be vacated, and a new section of 180th Street including a combination grade separation structure crossing the creek and the railroad will be constructed, hereinafter the "Future 180th Street Road Realignment". The Future 180th Street Road Realignment will generally include design, grading, drainage, right of way acquisition, alignment, construction, construction management, and paving of 3 lanes or 4 lanes of 180th Street, commencing at the half section line and traveling in a southerly direction to intersect with Giles Road.

- iii. District shall financially contribute to the Actual Costs of the improvements of the Future 180th Street Road Realignment based upon the District's frontage of 180th Street, measuring approximately 1,411+/- feet. The Future 180th Street Road Realignment may include a combination grade separation structure but the cost for said grade separation structure shall be excluded from the Actual Cost of the Future 180th Street Road Realignment described herein; further, District shall not be required to contribute to the cost of a combination grade separation structure if any portion thereof is included within the 1,411+/- feet of District frontage described above. If the Future 180th Street Road Realignment includes paving of 3 lanes, District and County shall each pay 1/3 of the Actual Cost of the improvements of the Future 180th Street Road Realignment. County shall initially pay for the remaining 1/3 of the Actual Cost of the Future 180th Street Road Realignment and may seek contribution for same from subdivisions, other districts, or developers in the area. If the Future 180th Street Road Realignment includes paving of 4 lanes, District shall pay 1/4 of the Actual Cost of the improvements of the Future 180th Street Road Realignment, County shall pay a minimum of 1/4 of the Actual Cost of the improvements of the Future 180th Street Road Realignment and seek contribution for the remaining costs from subdivisions, other districts, or developers in the area. Any reimbursement or contribution from other subdivisions, districts or developers shall be due and paid solely to County. County will be the lead agency for the Future 180th Street Road Realignment. The timing of said Future 180th Street Road Realignment will occur at the County's discretion when funding allows.

3. At County's sole discretion, County may install a stabilized base along the curved gravel road portion of 180th Street as needed. District shall pay County 50% of the cost of said stabilized base for each application. Parties anticipate the application of the stabilized base may occur once per year. Additionally, until such time as the current curved gravel road portion of 180th Street is vacated and the Future 180th Street Road Realignment improvements have been constructed, District shall pay for the application of dust suppressant to the curved gravel road portion of 180th Street. County shall apply or contract to apply the dust suppressant pursuant to County standards a minimum of three times per year, more if necessary. County shall bill District for the dust suppressant applications and District shall reimburse County for each application of the stabilized base or dust suppressant within thirty days of billing. Parties anticipate a minimum of three dust suppressant applications per year, but District shall pay for more applications as needed.
 4. District shall inform potential lot purchasers that existing sealed gravel road portion of 180th Street shall not be paved by County due to the Future 180th Street Road Realignment project.
- O. Any charges not specifically approved for general obligation in Paragraphs A. through M. of this Section shall be specially assessed.
- P. Developer and District covenant that there shall be no general obligation without the prior written approval of County.

SECTION V

District may make certain payments in connection with the extension of water and gas to the boundary of the District with the costs to be defrayed as follows:

- A. Payment to the utility for such extension shall be made only to the extent the utility by policy of practice does not absorb the cost of such extension.
- B. If the extension main is primarily designed and sized to serve the Development Area and no oversizing for service to areas outside the Development Area is involved, then all payments to the utility and related costs shall be one hundred percent (100%) specially assessed. Connection refunds, if any, received for the utility shall be credited in a manner similar to that provided for underground electric service in Subsection IV.H. hereof.
- C. If the extension main is designed and sized to serve properties outside the Development Area, the cost of an extension main that would be installed if only the Development Area were to be served shall be specially assessed and the cost of oversizing the main above that size may be borne by general obligation. Refunds

from the utility attributable to oversizing cost shall be credited to the Construction Bond Fund of the District. Refunds from connections within the Development Area shall be credited in a manner similar to that for underground electrical service as provided in Subsection IV.H. hereof.

- D. The credit or refunds of the District shall not be used for payment of individual property connection fees for utilities. When credit or refunds of District are used to pay sewer fees to the County, the entire cost thereof shall be specially assessed against the properties served or benefited.

SECTION VI

Credits or funds of District may be used to pay for any improvements specified and authorized in the Agreement, but not for any other purpose. Provided, however, District may issue warrants for the purpose of paying for repairs, maintenance, and operating costs of District, such to be paid out of funds obtained by District through its general fund mill levy, or where allowed by law, such warrants may be paid from special assessments or fees or charges. Maintenance, repair, and reconstruction of a public improvement shall not be a general obligation of District without the prior written approval of County. District shall not acquire any interest in real property without the prior written approval of County.

SECTION VII

The wastewater system of the District shall be subject to the conditions and provisions hereinafter specified.

- A. County hereby grants permission to District to connect the District wastewater sewer system to the wastewater sewer system within the zoning jurisdiction of County in such manner and at such place or places designated on plans submitted by District, all as approved in writing by County. County shall have the right to collect applicable fees and charges for any connections to County's wastewater system. Any connection of the wastewater system of the District or some portion thereof, to the wastewater system of the City of Gretna, Nebraska, shall be in compliance with any rules or regulations required by the City of Gretna, Nebraska.
- B. Title to the proposed wastewater sewer, as well as any associated easements, all as shown on Exhibit "B", shall remain the property of the District, and shall be maintained in good working order by District to adequately serve all users of said outfall. Title to the outfall and any associated easements within Outlot A shall remain the property of County and/or the City of Gretna.

- C. District shall not permit any connection to said outfall, or to any sewer which drains into said outfall, without prior written approval by County, according to any laws, rules or regulation that may be applicable.
- D. At all times all wastewater from and through said District into County's wastewater sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and wastewater within the zoning jurisdiction of County as now existing and as from time to time amended.
- E. Before any connection from any premises to the wastewater sewer system of District can be made, a permit shall be obtained for said premises, and its connection from the proper department of County. Said permit shall be obtained on the same terms, conditions, fees and requirements of County for connection to the wastewater sewer system within the zoning jurisdiction of County. It being expressly understood that County reserves the right to collect all connection charges and fees as required by County regulations, ordinances or rules now or hereafter in force. All such connections shall comply with minimum standards prescribed by County.
- F. Upon the signing of this Agreement, Developer and District shall pay to the County all of the City of Gretna Sewer Capital Facility (Special Connection) fees in accordance with the City of Gretna's existing fee schedule. County shall remit said fees to the City of Gretna.
- G. Notwithstanding any other provision of this Agreement, County retains the right to disconnect the wastewater sewer of any industry or other sewer user within the Development Area which is discharging into the wastewater sewer system in violation of an applicable ordinance, statute, rule, or regulation, whether local, state, or federal.
- H. District warrants that it has not employed or retained any company or person, other than a bona fide employee working for District, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working for District any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability to Developer or District. District shall require the same warranty from each contractor with whom it contracts in any way pertaining to its wastewater sewer system. The Prohibition provided for herein shall not apply to the retention of any attorney or other agent for the purpose of negotiating any provision of this Agreement where the existence of such agency has been disclosed to County.
- I. Subletting, assignment, or transfer of all or part of any interest of District hereunder is prohibited.

- J. District is i) bound by and to any provisions of any ordinances, rules, and regulations made, amended or hereafter made and adopted by County applicable to sanitary and improvement districts whose wastewater sewers connect directly or indirectly with or into any part of the wastewater sewer system within the zoning of County; and ii) bound by any terms, provisions, or fees which by ordinance, resolution, regulation or rules of County now in existence, amended, or hereafter adopted or provided as applicable to or required in contracts with sanitary and improvement districts or in order to permit or continue the discharge of any wastewater from a sanitary and improvement district to flow into or through any part of the wastewater sewer system within the zoning jurisdiction of County.

SECTION VIII

Developer and District covenant and agree that District shall:

- A. Abide by and incorporate into all of its construction contracts the provisions required by the regulations of County pertaining to construction of public improvements in subdivisions and testing procedures therefore.
- B. Except as may otherwise be agreed to by the County, all of District's levy of special assessments shall be made in such a manner so as to assure that the entire burden of the levy is borne, on an equitable basis, by lots or parcels which are truly building sites. Developer and District certify that to the best of their knowledge all lots and parcels shown on the plat of the Development Area (Exhibit "A" hereto) are buildable sites. At County's discretion, County may require Developer and District to prove to the satisfaction of County that a certain lot or parcel is a buildable site. Should a lot or parcel be determined by County not to be a buildable site, the cost of improvements that would otherwise have been levied against said lot or parcel shall be spread and levied against lots and parcels within the Development Area that are buildable sites.
- C. Prior to commencement of the construction of improvements, District shall obtain and record all permanent easements with the Sarpy County Register of Deeds Office to include all utility, cable, sanitary, water, and storm sewer lines. Said easements shall be in form satisfactory to the County's attorney and the County's engineer and/or surveyor.
- D. Provide to County at least thirty (30) days prior to the meeting of the Board of Trustees of District to propose the levy of special assessments, the following information:
1. A detailed schedule of the proposed special assessments and the amount of general obligation costs of any improvement or acquisition;
 2. A plat of the area to be assessed; and

3. A full and detailed statement of the entire cost of each type of improvement, which statement or statements shall separately show:
 - a. The amount as paid to the contractor;
 - b. A separate itemization of all other costs of the project including, but not limited to, engineering fees, attorney's fees, testing expenses, publication expenses, estimated interest on all warrants to date of levy and the estimated fiscal agent's levy of special assessments, and estimated fiscal agent's warrant fees and bond fees;
 - c. A special itemization of all costs of District not itemized in a. or b. above;
 - d. Certification by District's engineer that the information and schedules provided to County in respect to special assessments are true and correct and that the use of funds and credit of District and proposed levies of special assessments have been made in conformity with the terms of this Subdivision Agreement;
 - e. Certification by the District's engineer of proposed assessment schedules prior to advertising for any hearing of District to be held for the purpose of equalizing of levying special assessments against property benefited by any improvements constructed by District in compliance with state statutes; and
 - f. District shall not less than ten (10) days prior to the Board of Equalization hearing of District, give notice in writing to County that the Board of Equalization will be convened on that date for the consideration of the levying of special assessments and equalization and apportionment of debt;
- E. Make its annual mill levy sufficient to fully comply with the Nebraska Budget Act. Such annual mill levy shall be in an amount sufficient to timely pay the indebtedness and interest thereon for public improvements.
- F. Be responsible for securing all local and state permits necessary for construction, and to construct all systems in accordance with existing environmental, health, safety and welfare rules, regulations, and standards as may be in place at the time of construction.
- G. If the Development Area is situated within the Future Growth and Development area of a municipality as determined under the Industrial Sewer Act (LB 1139, Laws Nebraska, 1994), then the Developer and District agree to abide, and to generally

assist County in its compliance with, the terms of such Act and the Interlocal Cooperation Agreement under such act to which the County may be a party.

SECTION IX

Developer, District and County acknowledge that County has entered into an Interlocal Cooperation Act Agreement for the Continuation of the Papillion Creek Watershed Partnership, hereinafter "Watershed Partnership Agreement" as from time to time amended. The Watershed Partnership Agreement contains provisions applicable to the Development Area. Specifically, the Parties recognize the County's right to collect Watershed Fees at the time of the issuance of a building permit. County shall collect said Watershed Fees in accordance with the County's existing Watershed Fee Schedule at the time of the building permit application.

County has adopted a Master Fee Schedule and an Arterial Street Improvement Program. Developer and District agree to pay all fees as required under the Master Fee Schedule and Arterial Street Improvement Program.

SECTION X

It is mutually agreed that District and Developer shall pay a fee to County to cover engineering, legal and other miscellaneous expenses incurred by County in connection with any necessary review of plans and specifications in connection with the construction projects performed by District. Said fee shall be the greater of Five Thousand Dollars (\$5,000.00) or one percent (1%) of the estimated public improvement construction costs (excluding electrical construction costs) at the time the proposed public improvements are to be constructed. The fee shall be allocated to special assessments and general obligation in the same proportion as costs of the particular construction project and shall be paid within 30 days of the Sarpy County Board of Commissioner's approval of this Agreement.

SECTION XI

District created by Developer is shown on Exhibit "A" attached hereto and incorporated herein. The improvements cited herein or depicted on the plat attached hereto are understood to be the minimum acceptable to County.

SECTION XII

Prior to the commencement of the construction of the improvements contemplated by this Agreement, Developer and District shall submit all plans and specifications to the Sarpy County Building Inspector or designated representative for

review and approval. Copies of all subsidiary and/or ancillary agreements with utility companies and others providing service for the public improvements contemplated by this Agreement is signed. "As built" plans shall be filed by District's engineer within sixty (60) days of District's acceptance or work, and in no event later than the filing of information to be provided pursuant to Subsection VIII.D. above.

SECTION XIII

District and Developer shall not discriminate against any parties on account of race, national origin, sex, age, political or religious affiliations, or disabilities in violation of federal, state, or local ordinances.

SECTION XIV

The Parties shall, without cost to County, conform to the requirements of the applicable County regulations and ordinances and any change in those regulations and ordinances.

SECTION XV

Each party agrees to provide the other Parties with as much advance notice as is reasonably possible when this Agreement calls for the approval of a Party before an action can be taken. The Parties agree to cooperate in the undertakings contemplated by this Agreement and shall share and exchange necessary reports and other documents as required and when reasonably requested by other Parties to this Agreement. Any notice required under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, to the addresses as noted below. Any party to this Agreement may change its address for notice specified hereunder by sending written confirmation of such change by certified mail, return receipt requested, to the other Parties to this Agreement. The addresses for the purpose of notice and other communications are as follows:

For Developer:

Tom Falcone
MWSD, LLC
410 S 185th Street
Omaha, NE 68022

For Sanitary and Improvement District 313:

With Copy to:
Brian Doyle, Attorney
11440 West Center Road
Omaha, NE 68144

For County:

County Clerk, County of Sarpy
1210 Golden Gate Dr., #1250
Papillion, NE 68046

and

Planning and Building Department, County of Sarpy
1210 Golden Gate Dr.
Papillion, NE 68046

SECTION XVI

This Agreement shall be binding upon the Parties, their respective successors and assigns. The covenants, warranties, and other obligations of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns. The Parties agree that a Party's obligation to perform pursuant to this Agreement may only be released to the extent said obligation is assumed, by written agreement or by operation of law, by the respective heirs, personal representatives, successors, and assigns.

SECTION XVII

The laws of the State of Nebraska shall govern as to the interpretation, validity, and effect of this Agreement.

SECTION XVIII

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter of this Agreement. This Agreement may not be amended, modified, or altered unless by written agreement signed by all Parties to this Agreement.

SECTION XIX

Every representation, covenant, warranty, or other obligation within this Agreement shall carry with it an obligation of good faith in its performance or enforcement.

SECTION XX

Developer and District represent, covenant, and warrant that the making and execution of this Agreement, and all other documents and instruments required hereunder, have been duly authorized by the necessary corporate action of Developer and have been duly approved and authorized by the Board of Trustees of District, and are valid, binding, and enforceable obligations of Developer and District in accordance with their respective terms.

SECTION XXI

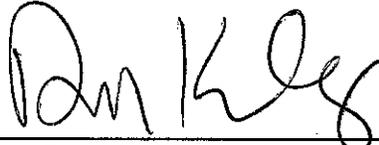
This Agreement may be recorded at the option of any party hereto at the expense of the recording party.

[Left intentionally blank, signature pages to follow.]

IN WITNESS WHEREOF, we, the contracting Parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year affixed hereon. Executed in triplicate on the dates indicated with the signatures below.

Executed by Sarpy County this 28th day of June, 2016.

SARPY COUNTY, NEBRASKA,
A Political Subdivision



Chairperson, Board of Commissioners

Attest:


Renee Lusman
Sarpy County Clerk
Chief Deputy

Approved as to form:

Michael Keefe
Sarpy County Attorney

Executed by District this 28th day of June, 2016.

SANITARY & IMPROVEMENT DISTRICT
No. 313 of Sarpy County, Nebraska



Chairperson, Board of Trustees

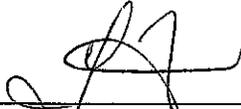
Attest:



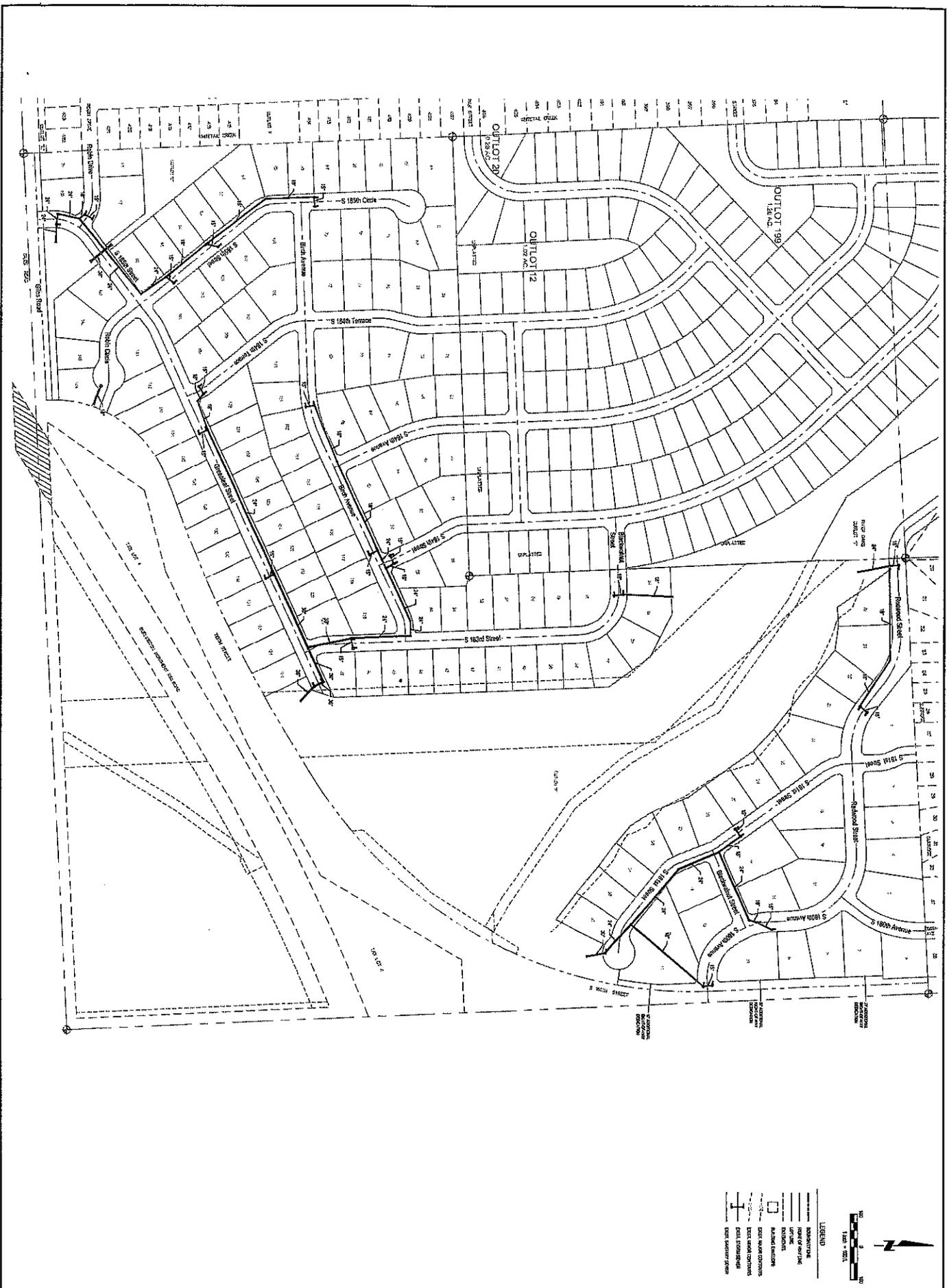
Clerk, Board of Trustees

Executed by Developer this 28th day of June, 2016.

Developer:
MWSD, LLC, LLC



Manager



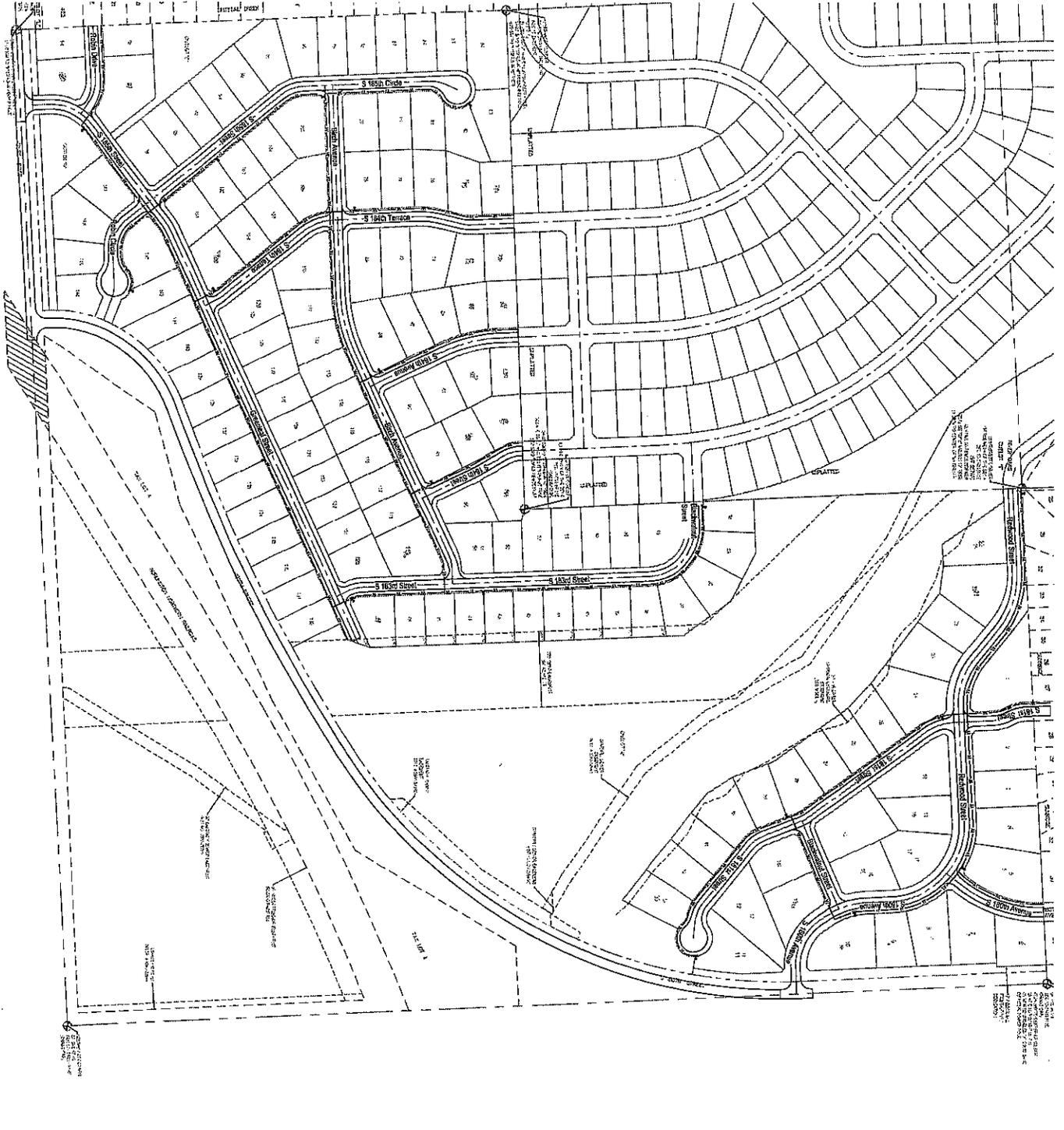
| | | | |
|-------------|------------|----------|----------|
| Project No. | 1100000000 | Division | |
| Date | 11/09/00 | Site | Design |
| Drawn by | AM | Date | 11/09/00 |
| Scale | 1" = 100' | | |
| Sheet | 1 of 1 | | |

EXHIBIT "C"
STORM SEWER

GARDEN OAKS
DARBY COUNTY, MARYLAND



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
10001 Kellaway Road, Suite 100, Dorva, MD 21034
Phone: 410.326.4100 Fax: 410.326.2799
www.eandagroup.com



LEGEND

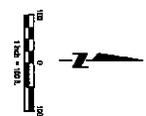
--- Proposed Streets

--- Existing Streets

--- Utility Lines

--- Easements

--- Other



| Rev | Description | Date | By | Check |
|-----|------------------|----------|----------|----------|
| 01 | Issue for Review | 08/15/11 | J. Smith | M. Jones |
| 02 | Revised | 08/22/11 | J. Smith | M. Jones |
| 03 | Final | 09/01/11 | J. Smith | M. Jones |

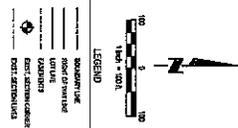
EXHIBIT "D"
WATER PLAN

GARDEN OAKS
DERRY COUNTY, NEBRASKA

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

13025 9th Valley Road, Suite 102, Omaha, NE 68134
Phone: 402.495.2700 Fax: 402.495.2598
www.eandagroup.com

E & A
E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services



| | |
|----------|-----------|
| Project | PG0149736 |
| Date | 08/20/14 |
| Drawn by | JMS |
| Scale | 1" = 100' |
| Sheet | 1 of 1 |

EXHIBIT "H-1"
POST-GRADING FLOOD PLAIN MAP

GARDEN OAKS
 SAMP COUNTY, IOWA



E & A CONSULTING GROUP, INC.
 Engineering • Planning • Environmental & Field Services

13229th Avenue, P.O. Box 107 • Okmoo, IA 50154
 Phone: 515.265.4720 • Fax: 515.265.4729
 www.eaag.com



| | | |
|--------------|-------------|------------------|
| File No. | 2203-07-001 | Revisions |
| Date: | 05/12/2016 | Rev. Description |
| Designed by: | ADP | Date |
| Drawn by: | ADP | Description |
| Check: | ADP | |
| Sheet: | 1 of 1 | |

EXHIBIT 'Y'
WARNING AND NOTIFICATION
COVERAGE PLAN

GARDEN OAKS
 SADDY COUNTY, MISSISSIPPI



E & A CONSULTING GROUP, INC.
 Engineering • Planning • Environmental & Field Services

1001 W. Valley Road, Suite 100 • Grapeland, MS 38704
 Phone: 662.962.5500 • Fax: 662.962.5504
 www.eagroup.com



July 1st, 2016

Chairman and Board of Trustees
SID No. 313, Sarpy County, NE
Mr. Brian Doyle, Attorney
10250 Regency Circle, Suite 300
Omaha, NE 68114

RE: INFORMATION FOR RESOLUTION OF NECESSITY
GARDEN OAKS, SID 313, SARPY COUNTY
SANITARY SEWER SYSTEM - SECTION I
E & A #2015.497.001 (Sanitary Sewer Section I)

Dear Mr. Doyle and Boardmembers:

Below is the description and location of an improvement designated as SANITARY SEWER SYSTEM - SECTION I to be built and constructed within SID 313, Sarpy County, or within dedicated easements acquired by SID 313, Sarpy County.

The outer boundaries of the area, which may become subject to Special Assessments for said improvement, are proposed to be the same as the outer boundaries of SID 313.

SANITARY SEWER SYSTEM - SECTION I

The work to be performed in this improvement shall consist of the installation of an 8" and 6" internal diameter PVC sanitary sewer pipe including other approved materials, together with manholes, structures, necessary appurtenances and other items of work incidental and necessary for a completed project.

All of the improvements are to be located in dedicated public right-of-way or dedicated public sanitary sewer easements.

A. Construct 8-inch internal diameter sanitary sewer pipe in the following locations:

1. **Robin Drive** from proposed manhole #12 located 25 feet, more or less, south of the southeast corner of Lot 98, Garden Oaks; thence easterly and southerly a distance of 160 feet, more or less, to proposed manhole #10 located 40 feet, more or less, east of the northeast corner of Lot 100, Garden Oaks.

2. **Robin Circle** from proposed manhole #37 located in the center of col-de-sac; thence westerly a distance of 125 feet, more or less, to proposed manhole #36 located 30 feet, more or less, east of the northeast corner of Lot 146, Garden Oaks; thence northerly a distance of 120 feet, more or less, to proposed manhole #9 located in the intersection of S. 185th St. and Greenleaf St.
3. **S. 185th Street** from proposed manhole #10 located 40 feet, more or less, east of the northeast corner of Lot 100, Garden Oaks; thence easterly and northerly distance of 300 feet, more or less, to proposed manhole #9 in the intersection of S. 185th St. and Greenleaf St.
4. **S 185th Circle through S 185th Street** from proposed manhole #35 located in the center of col-de-sac; thence southerly and easterly a distance of 1,000 feet, more or less, to proposed manhole #9 located in the intersection of S. 185th St. and Greenleaf St.
5. **Greenleaf Street** from proposed manhole #9 located in the intersection of S. 185th St. and Greenleaf St.; thence northerly and easterly a distance of 1,700 feet, more or less, to existing manhole #1 located a distance of 415 feet, more or less, east of the northeast corner of Lot 47, Garden Oaks.
6. **S 184th Terrace** from proposed manhole #30 located a distance of 25 feet, more or less, east of the southeast corner of Lot 77, Garden Oaks; thence southerly and easterly a distance of 575 feet, more or less, to proposed manhole #7 located in the intersection of S 184th Terrace and Greenleaf St. Also, from proposed manhole #64 located a distance of 25 feet, more or less, east of the southeast corner of Lot 75, Garden Oaks; thence northerly a distance of 345 feet, more or less, to proposed manhole #63 located a distance of 25 feet, more or less, east of the midpoint of the east lot line of Lot 86, River Oaks.
7. **Birch Avenue** from proposed manhole #24 located 25 feet, more or less, north of the northeast corner of Lot 110, Garden Oaks; thence easterly and northerly a distance of 850 feet, more or less, to proposed manhole #15 located in the intersection of Birch Avenue and 183rd Street.
8. **S 184th Avenue** from proposed manhole #26 located 25 feet, more or less, east of the southeast corner of Lot 67, Garden Oaks; thence southerly a distance of 120 feet, more or less, to proposed manhole #22 located in the intersection of S 184th Avenue and Birch Avenue. Also from proposed manhole #65 located 25 feet, more or less, east of the southeast corner of Lot 65, Garden Oaks; thence northerly a distance of 315 feet, more or less, to proposed manhole #62 located in the intersection of S 184th Avenue and Briar Street.

9. **S 184th Street** from proposed manhole #25 located 25 feet, more or less, east of the southeast corner of Lot 57, Garden Oaks; thence southerly a distance of 225 feet, more or less, to proposed manhole #21 located in the center of the intersection of S 184th Street and Birch Avenue. Also from proposed manhole #61 located in the center of the intersection of S 184th Street and Briar Street; thence northerly a distance of 295 feet, more or less, to proposed manhole #60 located in the center of the intersection of S 184th Street and Black Walnut Street.
10. **Briar Street** from proposed manhole #63 located in the center of the intersection of Briar Street and S 184th Terrace; thence easterly a distance of 600 feet, more or less, to proposed manhole #61 located in the center of the intersection of Briar Street and S 184th Street.
11. **S 183rd Street** from proposed manhole #16 located 25 feet, more or less, east of the southeast corner of Lot 51, Garden Oaks; thence southerly a distance of 585, more or less, to proposed manhole #14 located in the center of the intersection of S 183rd and Greenleaf Street. Also, from proposed manhole #69 located 25 feet, more or less, west of the northwest corner of Lot 40, Garden Oaks; thence northerly and westerly a distance of 220 feet, more or less, to proposed manhole #67 located 25 feet, more or less, west of the northwest corner of Lot 37.
12. **Black Walnut Street** from proposed manhole #67 located 25 feet, more or less, west of the northwest corner of Lot 37, Garden Oaks; thence northerly and westerly a distance of 200 feet, more or less, to proposed manhole #59 located 25 feet, more or less, south of the southeast corner of Lot 254, River Oaks. Also, from proposed manhole #60 in the center of the intersection of Black Walnut Street and S 184th Street; thence westerly a distance of 150 feet, more or less, to proposed manhole #59 located 25 feet, more or less, south of the southeast corner of Lot 254, River Oaks; thence northerly a distance of 500 feet, more or less, to proposed manhole #57 located 140 feet, more or less, west of the western corner of Lot 272, River Oaks; thence northerly and easterly a distance of 135 feet, more or less, to existing manhole #56.
13. **Redwood Street** from proposed manhole #51 located 25 feet, more or less, south of the southeast corner of Lot 3, Garden Oaks; thence westerly a distance of 240 feet, more or less, to existing manhole #46 located in the center of the intersection of S 181st Street and Redwood Street.
14. **S 180th Avenue through Black Walnut Avenue** from proposed manhole #55 located 25 feet, more or less, west of the northwest corner of Lot 7, Garden Oaks; thence southerly a distance of 475 feet, more or less, to proposed manhole #52 located in the center of the intersection of S 180th Avenue and Black Walnut Avenue; thence southerly and westerly a distance of 260 feet, more or less, to existing manhole #44 located in the center of the intersection of Black Walnut Avenue and S 181st Street.

B. Construct 6-inch internal diameter sanitary sewer taps to proposed 8-inch sanitary sewer pipe in the following locations:

1. **Robin Drive** from proposed manhole #12 located 25 feet, more or less, south of the southeast corner of Lot 98, Garden Oaks; thence easterly and southerly a distance of 160 feet, more or less, to proposed manhole #10 located 40 feet, more or less, east of the northeast corner of Lot 100, Garden Oaks, for service to abutting inclusive Lots 97-100, Garden Oaks.
2. **Robin Circle** from proposed manhole #37 located in the center of col-de-sac; thence northwesterly, more or less, to proposed manhole #9 located in the intersection of S. 185th St. and Greenleaf St, for service to abutting inclusive Lots 144-147, Garden Oaks.
3. **S 185th Circle through S 185th Street** from proposed manhole #35 located in the center of col-de-sac; thence southerly and easterly a distance of 1,000 feet, more or less, to proposed manhole #9 located in the intersection of S. 185th St. and Greenleaf St, for service to abutting inclusive Lots 79-96 and 101-105, Garden Oaks.
4. **Greenleaf Street** from proposed manhole #9 located in the intersection of S. 185th St. and Greenleaf St.; thence northerly and easterly a distance of 1,700 feet, more or less, to existing manhole #1 located a distance of 415 feet, more or less, east of the northeast corner of Lot 47, Garden Oaks, for service to abutting inclusive Lots 120-129 and 130-143, Garden Oaks.
5. **S 184th Terrace** from proposed manhole #30 located a distance of 25 feet, more or less, east of the southeast corner of Lot 77, Garden Oaks; thence southerly and easterly a distance of 575 feet, more or less, to proposed manhole #7 located in the intersection of S 184th Terrace and Greenleaf St, for service to abutting inclusive Lots 69-70 and 77-78 and 106-109, Garden Oaks. Also, from proposed manhole #64 located a distance of 25 feet, more or less, east of the southeast corner of Lot 75, Garden Oaks; thence northerly a distance of 345 feet, more or less, to proposed manhole #63 located a distance of 25 feet, more or less, east of the midpoint of the east lot line of Lot 86, River Oaks, for service to abutting inclusive Lots 71-76, Garden Oaks and Lots 11,78,87, and 169 River Oaks.
6. **Birch Avenue** from proposed manhole #24 located 25 feet, more or less, north of the northeast corner of Lot 110, Garden Oaks; thence easterly and northerly a distance of 850 feet, more or less, to proposed manhole #15 located in the intersection of Birch Avenue and 183rd Street, for service to abutting inclusive Lots 110-119, Garden Oaks.

7. **S 184th Avenue** from proposed manhole #26 located 25 feet, more or less, east of the southeast corner of Lot 67, Garden Oaks; thence southerly a distance of 120 feet, more or less, to proposed manhole #22 located in the intersection of S 184th Avenue and Birch Avenue, for service to abutting inclusive Lots 60-61 and 67-68, Garden Oaks. Also from proposed manhole #65 located 25 feet, more or less, east of the southeast corner of Lot 65, Garden Oaks; thence northerly a distance of 315 feet, more or less, to proposed manhole #62 located in the intersection of S 184th Avenue and Briar Street, for service to abutting inclusive Lots 62-66, Garden Oaks and Lots 9-10 and 170-171 River Oaks.
8. **S 184th Street** from proposed manhole #25 located 25 feet, more or less, east of the southeast corner of Lot 57, Garden Oaks; thence southerly a distance of 225 feet, more or less, to proposed manhole #21 located in the center of the intersection of S 184th Street and Birch Avenue, for service to abutting inclusive Lots 55-59, Garden Oaks. Also from proposed manhole #61 located in the center of the intersection of S 184th Street and Briar Street; thence northerly a distance of 295 feet, more or less, to proposed manhole #60 located in the center of the intersection of S 184th Street and Black Walnut Street, for service to abutting inclusive Lots 7, 50, 65-67, 165-168 River Oaks.
9. **S 183rd Street** from proposed manhole #16 located 25 feet, more or less, east of the southeast corner of Lot 51, Garden Oaks; thence southerly a distance of 585, more or less, to proposed manhole #14 located in the center of the intersection of S 183rd and Greenleaf Street, for service to abutting inclusive Lots 41-47 and 51-54, Garden Oaks. Also, from proposed manhole #69 located 25 feet, more or less, west of the northwest corner of Lot 40, Garden Oaks; thence northerly and westerly a distance of 220 feet, more or less, to proposed manhole #67 located 25 feet, more or less, west of the northwest corner of Lot 37, for service to abutting inclusive Lots 37-40 and 49-50, Garden Oaks.
10. **Black Walnut Street** from proposed manhole #67 located 25 feet, more or less, west of the northwest corner of Lot 37, Garden Oaks; thence northerly and westerly a distance of 200 feet, more or less, to proposed manhole #59 located 25 feet, more or less, south of the southeast corner of Lot 254, River Oaks, for service to abutting inclusive Lots 34-36 and 48, Garden Oaks.
11. **Redwood Street** from proposed manhole #51 located 25 feet, more or less, south of the southeast corner of Lot 3, Garden Oaks; thence westerly a distance of 240 feet, more or less, to existing manhole #46 located in the center of the intersection of S 181st Street and Redwood Street, for service to abutting inclusive Lots 2-4 and 18-19, Garden Oaks.

Mr. Brian Doyle

7/1/2016

Page 6

12. **S 180th Avenue through Black Walnut Avenue** from proposed manhole #55 located 25 feet, more or less, west of the northwest corner of Lot 7, Garden Oaks; thence southerly and westerly to existing manhole #44 located in the center of the intersection of Black Walnut Avenue and S 181st Street, for service to abutting inclusive Lots 5-10 and 13-17, Garden Oaks.

The engineer's estimate for the total cost of this improvement described as SANITARY SEWER SYSTEM - SECTION I, including all engineering, fiscal, legal fees, administrative costs and other miscellaneous costs is \$1,049,500.

A proposed Notice to Contractors for the referenced improvement is enclosed.

If you have any questions relative to the above information, please contact the undersigned.

Sincerely,

E & A CONSULTING GROUP, INC.



Kyle Vohl, P.E.
Project Manager

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

SANITARY AND IMPROVEMENT DISTRICT NO. 313
OF SARPY COUNTY, NEBRASKA

NOTICE

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska will be held at **9:00 A.M. on July 27, 2016 at 10333 So. 152nd Street #2, Omaha, Nebraska**, which meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for public inspection at 11440 West Center Road, Omaha, Nebraska and includes the payment of bills of the District and the consideration and passing or amending and passing the following Resolution, to-wit:

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to construct an improvement within the boundaries of the District, said improvements to be designated as Sanitary Sewer, Storm Sewer & Paving and shall be constructed as follows:

SANITARY SEWER SYSTEM - SECTION I

The work to be performed in this improvement shall consist of the installation of an 8" and 6" internal diameter PVC sanitary sewer pipe including other approved materials, together with manholes, structures, necessary appurtenances and other items of work incidental and necessary for a completed project.

All of the improvements are to be located in dedicated public right-of-way or dedicated public sanitary sewer easements.

A. Construct 8-inch internal diameter sanitary sewer pipe in the following locations:

1. **Robin Drive** from proposed manhole #12 located 25 feet, more or less, south of the southeast corner of Lot 98, Garden Oaks; thence easterly and southerly a distance of 160 feet, more or less, to proposed manhole #10 located 40 feet, more or less, east of the northeast corner of Lot 100, Garden Oaks.
2. **Robin Circle** from proposed manhole #37 located in the center of col-de-sac; thence westerly a distance of 125 feet, more or less, to proposed manhole #36 located 30 feet, more or less, east of the northeast corner of Lot 146, Garden Oaks; thence northerly a distance of 120 feet, more or less, to proposed manhole #9 located in the intersection of S. 185th St. and Greenleaf St.

Exhibit "A"

3. **S. 185th Street** from proposed manhole #10 located 40 feet, more or less, east of the northeast corner of Lot 100, Garden Oaks; thence easterly and northerly distance of 300 feet, more or less, to proposed manhole #9 in the intersection of S. 185th St. and Greenleaf St.
4. **S 185th Circle through S 185th Street** from proposed manhole #35 located in the center of col-de-sac; thence southerly and easterly a distance of 1,000 feet, more or less, to proposed manhole #9 located in the intersection of S. 185th St. and Greenleaf St.
5. **Greenleaf Street** from proposed manhole #9 located in the intersection of S. 185th St. and Greenleaf St.; thence northerly and easterly a distance of 1,700 feet, more or less, to existing manhole #1 located a distance of 415 feet, more or less, east of the northeast corner of Lot 47, Garden Oaks.
6. **S 184th Terrace** from proposed manhole #30 located a distance of 25 feet, more or less, east of the southeast corner of Lot 77, Garden Oaks; thence southerly and easterly a distance of 575 feet, more or less, to proposed manhole #7 located in the intersection of S 184th Terrace and Greenleaf St. Also, from proposed manhole #64 located a distance of 25 feet, more or less, east of the southeast corner of Lot 75, Garden Oaks; thence northerly a distance of 345 feet, more or less, to proposed manhole #63 located a distance of 25 feet, more or less, east of the midpoint of the east lot line of Lot 86, River Oaks.
7. **Birch Avenue** from proposed manhole #24 located 25 feet, more or less, north of the northeast corner of Lot 110, Garden Oaks; thence easterly and northerly a distance of 850 feet, more or less, to proposed manhole #15 located in the intersection of Birch Avenue and 183rd Street.
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12. **Black Walnut Street** from proposed manhole #67 located 25 feet, more or less, west of the northwest corner of Lot 37, Garden Oaks; thence northerly and westerly a distance of 200 feet, more or less, to proposed manhole #59 located 25 feet, more or less, south of the southeast corner of Lot 254, River Oaks. Also, from proposed manhole #60 in the center of the intersection of Black Walnut Street and S 184th Street; thence westerly a distance of 150 feet, more or less, to proposed manhole #59 located 25 feet, more or less, south of the southeast corner of Lot 254, River Oaks; thence northerly a distance of 500 feet, more or less, to proposed manhole #57 located 140 feet, more or less, west of the western corner of Lot 272, River Oaks; thence northerly and easterly a distance of 135 feet, more or less, to existing manhole #56.
13. **Redwood Street** from proposed manhole #51 located 25 feet, more or less, south of the southeast corner of Lot 3, Garden Oaks; thence westerly a distance of 240 feet, more or less, to existing manhole #46 located in the center of the intersection of S 181st Street and Redwood Street.

14. **S 180th Avenue through Black Walnut Avenue** from proposed manhole #55 located 25 feet, more or less, west of the northwest corner of Lot 7, Garden Oaks; thence southerly a distance of 475 feet, more or less, to proposed manhole #52 located in the center of the intersection of S 180th Avenue and Black Walnut Avenue; thence southerly and westerly a distance of 260 feet, more or less, to existing manhole #44 located in the center of the intersection of Black Walnut Avenue and S 181st Street.

B. Construct 6-inch internal diameter sanitary sewer taps to proposed 8-inch sanitary sewer pipe in the following locations:

1. **Robin Drive** from proposed manhole #12 located 25 feet, more or less, south of the southeast corner of Lot 98, Garden Oaks; thence easterly and southerly a distance of 160 feet, more or less, to proposed manhole #10 located 40 feet, more or less, east of the northeast corner of Lot 100, Garden Oaks, for service to abutting inclusive Lots 97-100, Garden Oaks.
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3. **S 185th Circle through S 185th Street** from proposed manhole #35 located in the center of col-de-sac; thence southerly and easterly a distance of 1,000 feet, more or less, to proposed manhole #9 located in the intersection of S. 185th St. and Greenleaf St, for service to abutting inclusive Lots 79-96 and 101-105, Garden Oaks.
4. **Greenleaf Street** from proposed manhole #9 located in the intersection of S. 185th St. and Greenleaf St.; thence northerly and easterly a distance of 1,700 feet, more or less, to existing manhole #1 located a distance of 415 feet, more or less, east of the northeast corner of Lot 47, Garden Oaks, for service to abutting inclusive Lots 120-129 and 130-143, Garden Oaks.

5. **S 184th Terrace** from proposed manhole #30 located a distance of 25 feet, more or less, east of the southeast corner of Lot 77, Garden Oaks; thence southerly and easterly a distance of 575 feet, more or less, to proposed manhole #7 located in the intersection of S 184th Terrace and Greenleaf St, for service to abutting inclusive Lots 69-70 and 77-78 and 106-109, Garden Oaks. Also, from proposed manhole #64 located a distance of 25 feet, more or less, east of the southeast corner of Lot 75, Garden Oaks; thence northerly a distance of 345 feet, more or less, to proposed manhole #63 located a distance of 25 feet, more or less, east of the midpoint of the east lot line of Lot 86, River Oaks, for service to abutting inclusive Lots 71-76, Garden Oaks and Lots 11,78,87, and 169 River Oaks.
6. **Birch Avenue** from proposed manhole #24 located 25 feet, more or less, north of the northeast corner of Lot 110, Garden Oaks; thence easterly and northerly a distance of 850 feet, more or less, to proposed manhole #15 located in the intersection of Birch Avenue and 183rd Street, for service to abutting inclusive Lots 110-119, Garden Oaks.
7. **S 184th Avenue** from proposed manhole #26 located 25 feet, more or less, east of the southeast corner of Lot 67, Garden Oaks; thence southerly a distance of 120 feet, more or less, to proposed manhole #22 located in the intersection of S 184th Avenue and Birch Avenue, for service to abutting inclusive Lots 60-61 and 67-68, Garden Oaks. Also from proposed manhole #65 located 25 feet, more or less, east of the southeast corner of Lot 65, Garden Oaks; thence northerly a distance of 315 feet, more or less, to proposed manhole #62 located in the intersection of S 184th Avenue and Briar Street, for service to abutting inclusive Lots 62-66, Garden Oaks and Lots 9-10 and 170-171 River Oaks.
8. **S 184th Street** from proposed manhole #25 located 25 feet, more or less, east of the southeast corner of Lot 57, Garden Oaks; thence southerly a distance of 225 feet, more or less, to proposed manhole #21 located in the center of the intersection of S 184th Street and Birch Avenue, for service to abutting inclusive Lots 55-59, Garden Oaks. Also from proposed manhole #61 located in the center of the intersection of S 184th Street and Briar Street; thence northerly a distance of 295 feet, more or less, to proposed manhole #60 located in the center of the intersection of S 184th Street and Black Walnut Street, for service to abutting inclusive Lots 7, 50, 65-67, 165-168 River Oaks.

9. **S 183rd Street** from proposed manhole #16 located 25 feet, more or less, east of the southeast corner of Lot 51, Garden Oaks; thence southerly a distance of 585, more or less, to proposed manhole #14 located in the center of the intersection of S 183rd and Greenleaf Street, for service to abutting inclusive Lots 41-47 and 51-54, Garden Oaks. Also, from proposed manhole #69 located 25 feet, more or less, west of the northwest corner of Lot 40, Garden Oaks; thence northerly and westerly a distance of 220 feet, more or less, to proposed manhole #67 located 25 feet, more or less, west of the northwest corner of Lot 37, for service to abutting inclusive Lots 37-40 and 49-50, Garden Oaks.
10. **Black Walnut Street** from proposed manhole #67 located 25 feet, more or less, west of the northwest corner of Lot 37, Garden Oaks; thence northerly and westerly a distance of 200 feet, more or less, to proposed manhole #59 located 25 feet, more or less, south of the southeast corner of Lot 254, River Oaks, for service to abutting inclusive Lots 34-36 and 48, Garden Oaks.
11. **Redwood Street** from proposed manhole #51 located 25 feet, more or less, south of the southeast corner of Lot 3, Garden Oaks; thence westerly a distance of 240 feet, more or less, to existing manhole #46 located in the center of the intersection of S 181st Street and Redwood Street, for service to abutting inclusive Lots 2-4 and 18-19, Garden Oaks.
12. **S 180th Avenue through Black Walnut Avenue** from proposed manhole #55 located 25 feet, more or less, west of the northwest corner of Lot 7, Garden Oaks; thence southerly and westerly to existing manhole #44 located in the center of the intersection of Black Walnut Avenue and S 181st Street, for service to abutting inclusive Lots 5-10 and 13-17, Garden Oaks.

The outer boundaries of the areas which may be subject to special assessments for said improvement are proposed to be the same as the outer boundaries of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska.

Said plans and specifications have been reviewed by E & A Consulting Group, engineers for the District and said engineers have filed with the Clerk of the District, prior to the first publication of this Resolution, an estimate of the total costs of said improvement, including engineering fees,

legal fees, fiscal fees, interest and other miscellaneous costs, which estimate is in the sum of \$1,049,500.

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

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

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

SANITARY AND IMPROVEMENT DISTRICT
NO. 313 OF SARPY COUNTY, NEBRASKA

By: Tom Falcone, Chairman

Jeff Elliott, Clerk

Publication Dates: July 13,
July 20, 2016

NOTICE TO CONTRACTORS

Sanitary and Improvement District No. 313 of Sarpy County, Nebraska.

Sealed proposals will be received by the Clerk of said District at the office of E & A Consulting Group, 10909 Mill Valley Rd #100, Omaha, NE until 2:00 P.M. on the 3rd day of August 2016, for furnishing all labor, tools, materials and equipment required to construct as SANITARY SEWER SYSTEM - SECTION I for Sanitary and Improvement District No. 313, 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 available at the office of E & A Consulting Group, 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 | DESCRIPTION | QUANTITY | UNIT |
|------|---|----------|------|
| 1 | CONSTRUCT 8" PVC SANITARY SEWER PIPE | 9,690 | LF |
| 2 | CONSTRUCT 6" PVC SANITARY SEWER PIPE | 5,440 | LF |
| 3 | CONSTRUCT 54" I.D. SANITARY MAHOLE (48) | 630 | VF |
| 4 | CONNECT TO EXISTING SANITARY SEWER | 5 | EA |
| 5 | CONSTRUCT CONCRETE MANHOLE RING RETAINER | 4 | EA |
| 6 | CONSTRUCT 8" DIAMETER DROP CONNECTION (3) | 22 | VF |
| 7 | CONSTRUCT 6" PVC SANITARY SEWER SERVICE RISER | 68 | VF |
| 8 | REMOVE 8" SANITARY SEWER PIPE | 20 | LF |
| 9 | ADJUST MANHOLE TO GRADE | 38 | VF |

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 \$750,000.00.

All proposals must be submitted on bid forms furnished by E & A Consulting Group, and must be accompanied by a bid bond or a certified check in the amount not less than \$37,500.00 made payable to the Treasurer of Sanitary and Improvement District No. 313 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. 313 and shall be marked "PROPOSAL

FOR SANITARY SEWER SYSTEM - SECTION I" 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 E & A Consulting Group, 10909 Mill Valley Rd #100, Omaha, NE, 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 the office of E & A Consulting Group upon payment of \$45.00, none of which will be refunded.

Sanitary and Improvement District No. 313, Sarpy County, Nebraska, reserves the right to reject any or all bids received and to waive informalities and irregularities.

SANITARY AND IMPROVEMENT DISTRICT NO. 313, SARPY COUNTY, NE.

Jeff Elliott, Clerk

Publication Dates: July 13, July 20 and July 27, 2016



E & A CONSULTING GROUP, INC.

Engineering Answers

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950
P 402.895.4700 • F 402.895.3599
www.eacg.com

April 27th, 2016

Chairman and Board of Trustees
Sanitary and Improvement District No. 313, Sarpy County
c/o Mr. Brian Doyle
11440 West Center Road
Omaha, NE 68144

RE: PARK ACQUISITION, GARDEN OAKS
SID 313, SARPY COUNTY
E & A FILE NO. 2015 497.001

Dear Mr. Doyle and Boardmembers,

The Subdivision Agreement between SID 313, Sarpy County and Sarpy County stipulates that the SID is to purchase the usable park property within the District. The purchase is from the Subdivider, MWSD, LLC. The terms of the Subdivision Agreement are as follows:

Outlot 'A' Park Acquisition (usable acres):

| | |
|--|------------------|
| 14.3 acres (usable) X \$42,000/acre | \$600,600 |
| Legal, Engineering, and Fiscal Costs @ 20% | <u>\$120,120</u> |
| TOTAL ACQUISITION COST | \$720,720 |

E&A is submitting a letter approving a PARTIAL payment in the amount of \$150,000 in accordance with the Fiscal Commitment. We hereby recommend payment in the amount of **\$150,000** to MWSD, LLC., for acquisition of park in accordance with the subdivision agreement.

Sincerely,
E & A CONSULTING GROUP

Kyle G. Vohl, P.E.

cc: Tom Falcone

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

SANITARY AND IMPROVEMENT DISTRICT NO. 313
OF SARPY COUNTY, NEBRASKA

NOTICE

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska will be held at **9:00 A.M. on July 27, 2016 at 10333 So. 152nd Street #2, Omaha, Nebraska**, which meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for public inspection at 11440 West Center Road, Omaha, Nebraska and includes the payment of bills of the District and the consideration and passing or amending and passing the following Resolution, to-wit:

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to enter into a Purchase Agreement with MWSD LLC for the District to purchase Outlot A, Garden Oaks for park and recreational area (\$600,600), for Park Acquisition, Outlot A, Garden Oaks, pursuant to the terms of the Subdivision Agreement that the District purchase the usable park property within the District.

BE IT FURTHER RESOLVED that the principal terms of said agreement are as follows:

PURCHASE AGREEMENT

This Purchase Agreement executed this ____ day of _____, 2016 by and between **MWSD, LLC**, hereinafter referred to as "Seller" and **SANITARY AND IMPROVEMENT DISTRICT NO. 313 OF SARPY COUNTY, NEBRASKA**, hereinafter referred to as "Buyer".

W I T N E S S E T H:

WHEREAS, Buyer is a Sanitary and Improvement District located in Sarpy County, Nebraska whose boundaries include the subdivision known as Garden Oaks, as surveyed, platted and recorded in Sarpy County, Nebraska; and

WHEREAS, Seller is the owner of the property, Outlot "A", Garden Oaks, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; and

WHEREAS, Buyer is desirous of purchasing said real estate for upon such terms and conditions as are set forth below for use as a park and recreational area.

Exhibit "A"

NOW, THEREFORE, in consideration of the mutual covenants above expressed and other valuable consideration, the parties hereto agree as follows:

1. Seller agrees to sell and Buyer agrees to purchase the aforesaid real estate located in Garden Oaks, free and clear of any liens and encumbrances, except ad valorem real estate taxes, special assessments and easements of record, provided, however, that approval pursuant to the laws of the State of Nebraska governing the purchase of parks and recreational land by Sanitary and Improvement Districts is obtained from the governing body having jurisdiction.

2. The purchase price for said real estate shall be Six Hundred Thousand Six Hundred and 00/100 (\$600,600) Dollars.

3. Buyer agrees to seek the approval required as set forth in Paragraph 1 within thirty (30) days of the date hereof.

4. This Purchase Agreement shall be null and void if the governing body of approval jurisdiction fails to approve the application for sale made by the Buyer within sixty (60) days of application for approval by Buyer or if the Buyer fails to make application as set forth in Paragraph 3 above.

5. Buyer agrees to close on the aforesaid real estate within thirty (30) days after approval as set forth in Paragraph 1.

6. At closing, title shall be conveyed by general warranty deed, duly executed and acknowledged and in form suitable for recording, conveying to the Buyer fee simple marketable title to the property free and clear of all liens, encumbrances, easements, restrictions, reservations and conditions of record.

7. This Agreement shall be binding upon and benefit the said parties hereto and their respective representatives, heirs, successors or assigns. This Agreement shall be construed and applied under the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties here hereunto set their hands and seals the day and year first above written.

The outer boundaries of the areas which may be subject to special assessment are the same as the outer boundaries of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

Said plans and specifications have been reviewed by E & A Consulting Group, engineers for the District and said engineers have filed with the Clerk of the District, prior to the first publication of this Resolution, an estimate of the total costs of said improvement, including engineering fees, legal fees, fiscal fees, interest and other miscellaneous costs, which estimate is in the sum of \$720,720.

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

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

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

SANITARY AND IMPROVEMENT DISTRICT
NO. 313 OF SARPY COUNTY, NEBRASKA

By: Tom Falcone, Chairman
Jeff Elliott, Clerk

Publication Dates: July 13 and July 20, 2016



E & A CONSULTING GROUP, INC.

Engineering Answers

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950
P 402.895.4700 • F 402.895.3599
www.eacg.com

July 1st, 2016

Chairman and Board of Trustees
Sanitary and Improvement District No. 313, Sarpy County
c/o Mr. Brian Doyle
11440 West Center Road
Omaha, NE 68144

RE: SEWER CONNECTION AGREEMENT
SID 313, SARPY COUNTY
E & A FILE NO. 2015 497.001

Dear Mr. Doyle and Boardmembers,

The Subdivision Agreement between SID 313, Sarpy County and Sarpy County stipulates that the SID is to enter into an agreement with the City of Gretna and City of Omaha for connection to a sanitary sewer outfall. The outfall provides gravity sewer service and treatment to the project. The terms of the Sewer Connection Agreement stipulates payment is detailed below:

Residential Lots

147 Residential Lots X \$1,680/lot \$246,960.00

Park and Common Outlots A - C

23.972 Acres x \$435/acre \$ 10,427.82

Total Connection Fee \$257,387.82

Legal, Engineering, and Fiscal Costs @ 20% \$ 51,477.56

TOTAL CONNECTION COST \$308,865.38

We hereby recommend payment in the amount of **\$257,387.82** to Sarpy County Planning and Building Department, for sewer connection fees in accordance with the subdivision agreement.

Sincerely,
E & A CONSULTING GROUP

Kyle G. Vohl, P.E.

cc: Tom Falcone

**AGREEMENT
FOR INTERCEPTOR CONNECTION AND WASTEWATER SERVICE
BETWEEN
THE CITY OF GRETNA, NEBRASKA AND
SANITARY AND IMPROVEMENT DISTRICT NO. 313
SARPY COUNTY, NEBRASKA
(GARDEN OAKS SUBDIVISION LOTS 1 – 147 AND OUTLOTS A - C)**

THIS AGREEMENT is made this 19th day of July, 2016 by and between SANITARY AND IMPROVEMENT DISTRICT NO. 313 OF SARPY COUNTY, NEBRASKA (hereinafter called S&ID 313), and the CITY OF GRETNA, a municipal corporation of the State of Nebraska (hereinafter called GRETNA).

WITNESSETH THAT:

WHEREAS, GRETNA owns and operates a municipal interceptor sewer conveyance system in the Papillion Creek Watershed and the CITY OF OMAHA, a municipal corporation of the State of Nebraska (hereinafter called OMAHA) owns and operates a wastewater treatment system in the metropolitan area; and

WHEREAS, S&ID 313 desires to have GRETNA convey S&ID 313's sewage from each of the various connection points; and

WHEREAS, it is to the mutual advantage of the parties hereto and in the general public interest for the sewage of S&ID 313 from the Papillion Creek Watershed to be treated by the OMAHA wastewater treatment system; and

WHEREAS, the accomplishment of such an arrangement is authorized by law and Interlocal Agreements with OMAHA.

NOW, THEREFORE, in consideration of these facts, the parties hereto do mutually agree as follows:

1. For the services hereinafter stipulated to be performed by GRETNA and OMAHA, S&ID 313 shall comply with the terms as set forth in the CITY OF GRETNA WASTEWATER SERVICE AGREEMENT GENERAL PROVISIONS, adopted on December 20, 2011 via Ordinance #1010, a copy of which is attached hereto, have an approved development agreement (if applicable), and make payment of all applicable fees accordingly.
2. OMAHA shall provide sewage treatment services as called for in said GENERAL PROVISIONS for the area shown in Exhibit A-2016, Garden Oaks, S&ID 313. This Agreement covers only lots specified below. Development and connection to the interceptor sewer conveyance system for any additional area outside of

these lots must be provided for by amending this Agreement or by a new wastewater service agreement.

Connection Points

Lots Served

A gravity main from the intersection of Greenleaf Street and South 183rd Street going east and connecting to the Gretna interceptor sewer in Outlot A near Manhole P-122, and a gravity main from the southeast corner of Lot 33 going southeast and connecting to the Gretna interceptor in Outlot A near Manhole P-120, and a gravity main from Blackwalnut Street going north along the west edge of Lot 34 and then going northeasterly and connecting to the Gretna interceptor in Outlot A near Manhole 6, as indicated on Exhibit B-2016, Garden Oaks, S&ID 313.

S&ID 313 Garden Oaks

Residential

Garden Oaks

Lots 1-147

147 Lots

Total Residential

147 Lots

Outlots

Garden Oaks

Outlots A through C

23.972 AC

Total Outlots

23.972 AC

3. S&ID 313 shall be responsible for obtaining all necessary local and state governmental permits for its sewer construction and connection. GRETNA's permission provided for herein is only that of the owner of the conveyance system.
4. Manhole(s) shall be constructed at connection point(s) as indicated on Exhibit B-2016, Garden Oaks, S&ID 313; such that the first six (6) feet of riser above the floor of the manhole is a minimum of fifty-four (54) inches in diameter. The location of each such manhole shall be approved by the City Engineer of GRETNA.
5. S&ID 313 shall not, directly or indirectly, permit the connection to the GRETNA Municipal Sewer, or a future extension thereof, of any property, lot or structure used or to be used for any purposes whatsoever without the express permission of GRETNA, which permission will not be unreasonably withheld. Any entity making new connections prior to completion of a signed Interceptor Connection

Agreement shall be subject to payment to OMAHA of OMAHA inspection fees ten (10) times the current fees for interceptor connection inspections.

6. Charges for sewer service for all customers within S&ID 313 shall be based upon MUD water consumption. Retail flow and customer charges as now and hereafter established in GRETNA Ordinance #1081, as amended, shall apply.
7. As provided by Nebraska Revised Statute § 14-365.09, this Agreement will, unless extended as provided below, terminate ten (10) years after its effective date. This Agreement may be extended by written amendment. GRETNA acknowledges its sewage conveyance system is a public utility available without discrimination to members of specified classes and treatment is available as a benefit of the agreement between OMAHA, GRETNA, and SARPY COUNTY, dated September 18, 2013. Termination of sewage conveyance and treatment will not be made without the approval of the appropriate state or federal agencies having jurisdiction over wastewater pollution and treatment. Termination of sewage conveyance and treatment service will not be made before ninety (90) days following written notice of such termination. It is acknowledged that during said period, if negotiations produce no new agreement, the parties, or any one of them, may file an action in any court having jurisdiction over the matter to provide equitable relief concerning the issue of continued sewage conveyance and treatment and the conditions and charges appropriate thereto. Nothing in this paragraph will be construed as a limitation on the regulations concerning sewage service and the appropriate rates pertaining thereto.
8. S&ID 313 shall pay the Sewer Capital Facility (Special Connection) Fees established in the GRETNA Master Fee Schedule as amended, currently Ordinance #1075, in the amount of Two Hundred Fifty-Seven Thousand Three Hundred Eighty-Seven and 82/100 Dollars (\$257,387.82). Said payment shall be made in cash or warrants immediately convertible to cash, and shall be paid to the Sarpy County Planning and Building Department in conjunction with the filing of the final plat. The Sarpy County Planning and Building Department shall remit such payment to GRETNA, subject to Sarpy County's five percent (5%) administration fee. This Fee and payment are computed as follows for the lots designated in Section 2 hereof and as shown on Exhibit A-2016, Garden Oaks, S&ID 313:

| | | |
|---|---|--------------|
| Lots 1 - 147 are single family residential lots at \$1,680 each | = | \$246,960.00 |
| Park/common areas (Outlots A - C = 23.972 acres) at \$435 per acre | = | \$ 10,427.82 |
| TOTAL | | \$257,387.82 |

9. S&ID 313 shall not make a payment to GRETNA for the Sub-Basin Interceptor Sewer Development And Connection Fee, in accordance with the GRETNA Sub-Basin Interceptor Sewer Development Policy adopted February 19, 2013, because no such fee is applicable.
10. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart copies of this Agreement shall be exchanged between the Parties. A copy of this Agreement shall be provided to OMAHA by GRETNA, within ten (10) business days after being signed and executed.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED BY S&ID 313 this 7 day of July, 2016.

ATTEST:

SANITARY AND IMPROVEMENT
DISTRICT NO. 313 of
SARPY COUNTY, NEBRASKA

A. M. Math
Clerk

J. J.
Chairman

EXECUTED BY GRETNA this 19th day of July, 2016.

ATTEST:

CITY OF GRETNA

Tammy L. Tisdall
City Clerk Tammy L. Tisdall

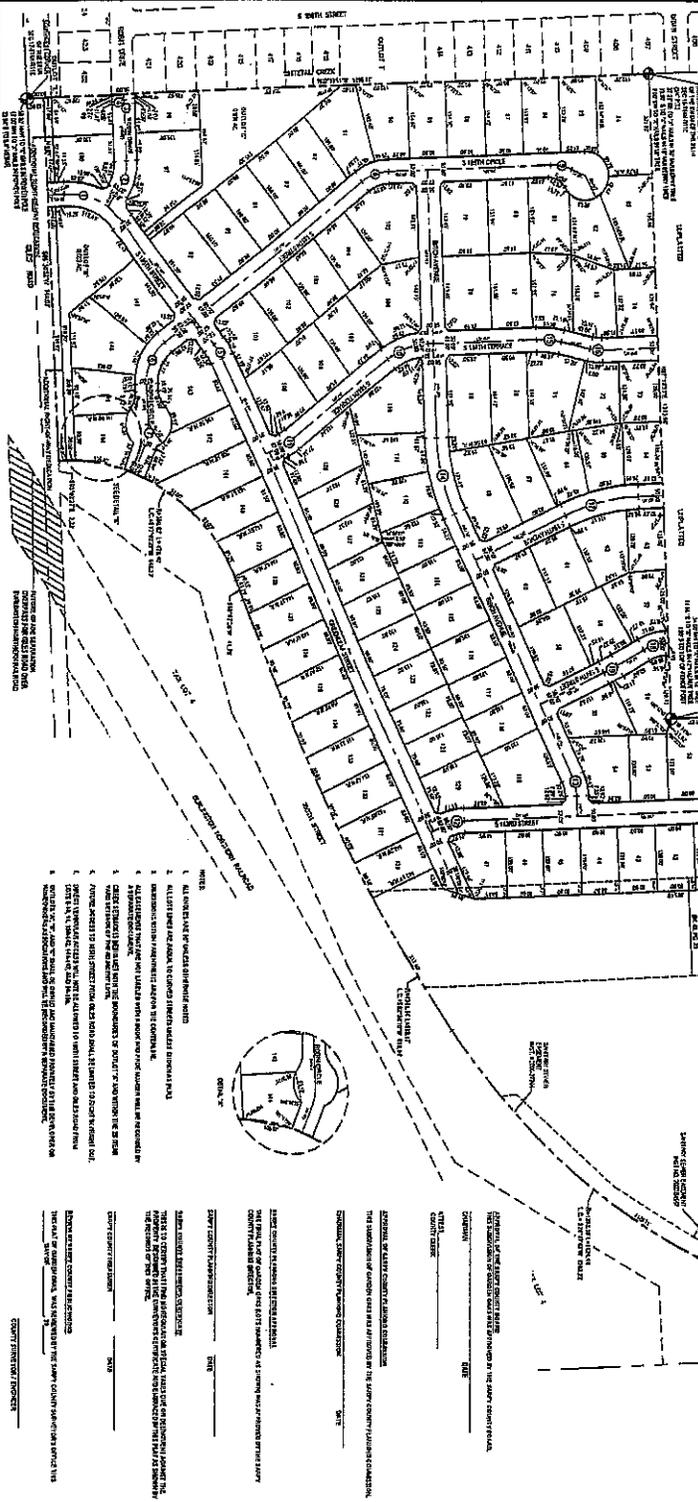


James W. Timmerman
Mayor James W. Timmerman

APPROVED AS TO FORM:

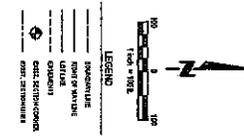
Jeff C. Miller
City Attorney Jeff C. Miller

| LOT # | AREA (SQ. FT.) | AREA (SQ. YD.) | AREA (SQ. M.) |
|-------|----------------|----------------|---------------|
| 1 | 1,234 | 14.1 | 1,234 |
| 2 | 1,234 | 14.1 | 1,234 |
| 3 | 1,234 | 14.1 | 1,234 |
| 4 | 1,234 | 14.1 | 1,234 |
| 5 | 1,234 | 14.1 | 1,234 |
| 6 | 1,234 | 14.1 | 1,234 |
| 7 | 1,234 | 14.1 | 1,234 |
| 8 | 1,234 | 14.1 | 1,234 |
| 9 | 1,234 | 14.1 | 1,234 |
| 10 | 1,234 | 14.1 | 1,234 |
| 11 | 1,234 | 14.1 | 1,234 |
| 12 | 1,234 | 14.1 | 1,234 |
| 13 | 1,234 | 14.1 | 1,234 |
| 14 | 1,234 | 14.1 | 1,234 |
| 15 | 1,234 | 14.1 | 1,234 |
| 16 | 1,234 | 14.1 | 1,234 |
| 17 | 1,234 | 14.1 | 1,234 |
| 18 | 1,234 | 14.1 | 1,234 |
| 19 | 1,234 | 14.1 | 1,234 |
| 20 | 1,234 | 14.1 | 1,234 |
| 21 | 1,234 | 14.1 | 1,234 |
| 22 | 1,234 | 14.1 | 1,234 |
| 23 | 1,234 | 14.1 | 1,234 |
| 24 | 1,234 | 14.1 | 1,234 |
| 25 | 1,234 | 14.1 | 1,234 |
| 26 | 1,234 | 14.1 | 1,234 |
| 27 | 1,234 | 14.1 | 1,234 |
| 28 | 1,234 | 14.1 | 1,234 |
| 29 | 1,234 | 14.1 | 1,234 |
| 30 | 1,234 | 14.1 | 1,234 |
| 31 | 1,234 | 14.1 | 1,234 |
| 32 | 1,234 | 14.1 | 1,234 |
| 33 | 1,234 | 14.1 | 1,234 |
| 34 | 1,234 | 14.1 | 1,234 |
| 35 | 1,234 | 14.1 | 1,234 |
| 36 | 1,234 | 14.1 | 1,234 |
| 37 | 1,234 | 14.1 | 1,234 |
| 38 | 1,234 | 14.1 | 1,234 |
| 39 | 1,234 | 14.1 | 1,234 |
| 40 | 1,234 | 14.1 | 1,234 |
| 41 | 1,234 | 14.1 | 1,234 |
| 42 | 1,234 | 14.1 | 1,234 |
| 43 | 1,234 | 14.1 | 1,234 |
| 44 | 1,234 | 14.1 | 1,234 |
| 45 | 1,234 | 14.1 | 1,234 |
| 46 | 1,234 | 14.1 | 1,234 |
| 47 | 1,234 | 14.1 | 1,234 |
| 48 | 1,234 | 14.1 | 1,234 |
| 49 | 1,234 | 14.1 | 1,234 |
| 50 | 1,234 | 14.1 | 1,234 |
| 51 | 1,234 | 14.1 | 1,234 |
| 52 | 1,234 | 14.1 | 1,234 |
| 53 | 1,234 | 14.1 | 1,234 |
| 54 | 1,234 | 14.1 | 1,234 |
| 55 | 1,234 | 14.1 | 1,234 |
| 56 | 1,234 | 14.1 | 1,234 |
| 57 | 1,234 | 14.1 | 1,234 |
| 58 | 1,234 | 14.1 | 1,234 |
| 59 | 1,234 | 14.1 | 1,234 |
| 60 | 1,234 | 14.1 | 1,234 |
| 61 | 1,234 | 14.1 | 1,234 |
| 62 | 1,234 | 14.1 | 1,234 |
| 63 | 1,234 | 14.1 | 1,234 |
| 64 | 1,234 | 14.1 | 1,234 |
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EXHIBIT A - 2016, GARDEN OAKS, S&ID 313



GENERAL NOTES:

1. ALL LOTS ARE TO BE DEVELOPED WITH...
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LEGEND:

- EXISTING LOT
- NEW LOT
- EASEMENT
- SETBACK
- UTILITIES

GARDEN OAKS

LOTS 1 THROUGH 100 INCLUSIVE AND OUTLOTS "A", "B" AND "C"

GENERAL NOTES:

1. ALL LOTS ARE TO BE DEVELOPED WITH...
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CITY OF GRETNA
WASTEWATER SERVICE AGREEMENT
GENERAL PROVISIONS

DECEMBER 20, 2011

SECTION I
CLASSES OF USERS

Wastewater collection and treatment services described herein shall be offered by the City of Gretna, hereinafter, referred to as "Gretna" to the following classes of users. These classes are 1) Sanitary and Improvement Districts and 2) Service Users, which shall consist of all users approved by Gretna, hereinafter, such users will be referred to as the "Contributing System," unless the provisions are not applicable to all classes.

Such service will be offered by Gretna to Sanitary and Improvement Districts and the Sewer Service Users within or adjacent to areas served by existing and proposed facilities of the Gretna Interceptor Sewer Conveyance System and shall include receiving, transporting, treating and disposing of wastewater or sewage from the wastewater of Sanitary Sewage Systems of Sanitary and Improvement Districts and Service Users in accordance with the terms and conditions of these General Provisions, any Special Provisions in this Agreement and subject to treatment at Omaha's Wastewater Treatment Facility pursuant to an agreement between Gretna and the City of Omaha.

SECTION II
CONTRIBUTING SYSTEM

The Contributing System shall be considered to be that portion of the wastewater and pre-treatment facilities within the Sanitary and Improvement District or Service Users which flow to the point(s) of connection to Gretna's interceptor sewer conveyance system.

SECTION III
CONTRIBUTING SYSTEM-OWNED FACILITIES

Contributing System-owned facilities shall be those facilities owned and operated by the Contributing System including future additions and improvements thereto, and those facilities constructed by the Contributing System in order to effect the interconnection with the Gretna Interceptor Sewer Conveyance System of Gretna.

The Contributing System shall retain the responsibility for construction, operation, maintenance and ownership of facilities comprising the contributing system and future additions thereto and shall retain all contractual and managerial obligations associated with such Contributing System-owned facilities.

SECTION IV
CONNECTION APPROVAL

The Contributing System shall not make its connection to the conveyance system of Gretna until it is authorized in writing by the City Engineer or his designee.

SECTION V
POINT OF CONNECTION

Subject to the conditions and provisions hereinafter specified, the Contributing System may connect its Wastewater System to the Gretna Interceptor Sewer Conveyance System of Gretna only in such manner of such materials and at such place as shown on Exhibit "A" hereof, which must receive the approval of Gretna prior to such connection, attached hereto and made a part hereof. Should a change of the point or points of connection be required by Gretna because of a change in the quality or quantity of flow from the Contributing System or should the Contributing System request additional points of connection at some future date, such change(s) or additional connection(s) shall be made at the expenditure of the Contributing System and as directed by the City Engineer of Gretna. Any changes in such points necessitated by any changes in flow from Gretna shall be at the cost of Gretna.

SECTION VI
ADDITIONAL CONNECTIONS

Service Users shall not allow any other party to connect to such user's system without the written approval of Gretna. Sanitary and Improvement Districts shall not allow any sewer lines or sewers outside their boundaries as existing on the date of this Agreement or outside the area shown on the most recent Exhibit "A" to be connected directly or indirectly to their Wastewater Systems without the written approval of Gretna.

Certification shall be given to Gretna from the consultant or design engineer of the Contributing System that the addition of the additional connections will not overload or exceed design capacity of those sewers being connected to.

If and when Omaha determines that the then existing flow to the Papillion Creek Treatment Plant plus potential flow from all subdivisions then connected to the Papillion Creek Sewer System or for which final plats have been approved by their respective jurisdiction and which are planned for connection to the Papillion Creek Sewer System equals or exceeds the capacity at that time of the Papillion Creek Treatment Plant, Omaha will give notice to all Municipalities connected to the Papillion Creek Sewer System. From that time forward, neither Omaha nor any other Municipality will approve any additional final plats within their respective zoning jurisdictions and Gretna will not make any additional wastewater service agreements or amend existing agreements to serve additional lots until the capacity of the Papillion Creek Wastewater Treatment Plant is increased.

SECTION VII
GRETNA'S RIGHT TO CONNECT

It is agreed that Gretna shall have the right to connect any City sewers to sewers of those within its zoning jurisdiction to any Contributing System without cost to such Contributing System to provide an outlet for such Gretna Sewers, if necessary, provided, however, that the system to which such connections are made has sufficient reserve capacity to carry the combined load if such combined load becomes necessary. The contributing system has the right to review designs, specifications and criteria for sewer systems to be connected directly or indirectly to the sewer system owned by the contributing system prior to connection.

SECTION VIII
DISCONNECTIONS AND TERMINATION

Gretna shall have the right to make any disconnections and recover the expenses thereof from the Contributing System should the Contributing System neglect or refuse to disconnect or fail to negotiate a new contract following termination as herein provided. Any Contributing System which ceases to use any wastewater system connected to the conveyance system of Gretna shall disconnect the same at its expense or failing that, Gretna may disconnect the same at the expense of the Contributing System. Gretna acknowledges its sewage conveyance system to the Papillion Creek Treatment Plant is a public utility available without discrimination to members of specified classes. Termination of sewage treatment will not be made without the approval of the appropriate State or Federal agencies having jurisdiction over wastewater pollution and treatment. Termination of sewage treatment service will not be made before ninety (90) days following written notice of such termination. It is acknowledged that during said period, if negotiations produce no new agreement, the parties, or any one of them, may file an action in any court having jurisdiction over the matter to provide equitable relief concerning the issue of continued sewage treatment and the conditions and charges appropriate thereto. Nothing in this paragraph will be construed as a limitation on the authority of the governing body of Gretna to set reasonable rules and regulations concerning sewage service and the appropriate rates pertaining thereto.

SECTION IX
NEW STORM CONNECTIONS PROHIBITED

After the beginning of service under this Agreement, the Contributing System shall not make or permit to be made any connections which will contribute directly or indirectly into the Gretna Interceptor Sewer Conveyance System, the storm water run-off from surface drains, ditches, streams, storm sewers, roof, areaway or foundation drains.

SECTION X
EXISTING STORM CONNECTIONS

As to storm water connections of the type described above which existed in the Contributing System prior to the beginning of service from the Gretna Interceptor Sewer Conveyance System, the Contributing System shall work as vigorously as possible within the technical and financial capabilities of the Contributing System to eliminate all of its storm water connections. The infiltration of ground water in all sewers constructed in the Contributing System after the date of the execution of this Agreement shall not exceed 200 gallons per inch diameter per mile in 24 hours.

SECTION XI
DESIGN REVIEW

Gretna has the right to review the designs, specifications and criteria for additions or modifications to any portion of the Contributing System connected directly or indirectly to the Gretna Interceptor Sewer Conveyance System prior to the work being so connected to the Gretna Interceptor Sewer Conveyance System.

SECTION XII
CHARGES

As full compensation for the receiving, transporting, and treating of the sewage from the Contributing System, the Contributing System agrees to pay Gretna as follows: those Sanitary and Improvement Districts and Service Users that are not connected to MUD or Gretna waterworks system, shall pay a sum equivalent to the sewer service charges provided by Ordinance 1006, of the Gretna Municipal Code, and any amendments thereto, for the use of Gretna's Sewer System. Payments for wastewater service shall be made within thirty (30) days following receipt of invoice and shall thereafter be delinquent. Delinquent balances shall bear interest as determined by Gretna. Such Sanitary and Improvement District must collect from all contributors within its boundaries or those connected to its system on a fair and equitable cost recovery basis, subject to the approval of the Nebraska Department of Environmental Quality, NDEQ. All users within Sanitary and Improvement Districts party to this Agreement connected to Gretna's System and served by the Water Service of the Metropolitan Utilities District shall pay the rates provided for in Ordinance 1006 of the Gretna Municipal Code according to the provisions therein and the metered water usage.

SECTION XIII
USE OF PUBLIC AREAS

It is agreed and understood that there shall be no payment by Gretna for the use of any streets, alleys, avenues, or public property, if any, in the Contributing System for sewer lines or appurtenances constructed therein for the benefit of Gretna, provided Gretna shall, at its expense, repair and replace any pavement damaged during such construction and shall likewise pay the cost of any necessary utility relocations.

SECTION XIV
FLOW RECORDERS AND SAMPLING DEVICES

When deemed necessary by the City Engineer or his designee to facilitate a fair and equitable charge being billed by Gretna, the Contributing System agrees to install at its expense sampling manholes approved by Gretna, as provided in Gretna Wastewater Ordinances at point(s) designated by Gretna. Gretna may request monitoring services; however, all maintenance required on the containing structures and manholes shall be at the expense of the Contributing System.

SECTION XV
REPORTING NEW INDUSTRIES

It shall be the responsibility of the SID Board of Trustees or Contributing System designee within the jurisdictional limits of Contributing System to notify Gretna of any new user locating within such jurisdictional limits as soon as such location is known to such person or department.

SECTION XVI
SAMPLING AND TESTING COSTS

Except as expressly provided in this contract, Gretna has no obligation to make payments to any party for such sampling and testing costs.

SECTION XVII
INSPECTING AND TESTING

The Contributing System shall, with respect to property owned by it or under its control, allow Gretna Utilities Superintendent or designees and such personnel from the State or Federal agencies, upon presentation of proper credentials:

1. To enter premises where an effluent source is located or in which any records are required to be kept under the terms of this Agreement.
2. At reasonable times to have access to or copy any records required by this Agreement or State or Federal laws or regulations to be kept by the Contributing System.
3. To inspect and repair or adjust any monitoring equipment or monitoring method required in this Agreement.
4. To sample any discharge point for pollutants.

Contributing System shall, when requested under reasonable circumstances, assist Gretna personnel in making such investigation and inquiry of the property of users within the boundaries or jurisdiction of such Contributing System.

SECTION XVIII REPORTS

Service Users, party to this Agreement, shall make all reports required by City, County, or State rules or regulations directly to Gretna.

Sanitary and Improvement Districts, party to this Agreement, shall require within their boundaries or jurisdiction that all such reports be made to them and shall cause copies of all reports to be sent to Gretna.

SECTION XIX LAWS AND REGULATIONS

The Contributing System agrees to conform with and enforce all Minimum Standards, Ordinances, rules, regulations and requirements of Gretna and all applicable State and Federal laws, rules and regulations concerning: (1) Industrial Cost Recovery for industries within or connected to the Contributing System, and (2) Wastewater discharges, including limitations and prohibitions, monitoring, and reporting within the Contributing System.

Wastewater emptied into the Gretna Interceptor Sewer Conveyance System from the Contributing System shall be in conformity with current Nebraska Department of Environmental Quality regulations pertaining to sewers or sewage within Gretna and/or in accordance with all State and Federal laws, rules and regulations, whichever is the most restrictive. Wastewater not in conformity with such rules and regulations shall not be permitted to flow through the sewers of the Contributing System into the Gretna Interceptor Sewer Conveyance System.

SECTION XX AMENDMENTS -- FEDERAL AND STATE REGULATIONS

The Contributing System agrees to abide by any changes in this Agreement made necessary by revisions or additions to State or Federal regulations.

SECTION XXI APPORTIONMENT OF FINES

Any fines or penalties imposed upon Gretna by any Federal or State agency or any court of competent jurisdiction shall be paid by the Contributing System or Systems, if any, to which the effluent or other act causing such fine or penalty can be traced. Such payment shall be apportioned to the Contributing Systems according to their contribution to the cause of such fine or penalty.

SECTION XXII
CHANGE IN OWNERSHIP

In the event of any change in the control or ownership of a facility of a Service User from which authorized discharges are emitted, the permittee user shall notify the succeeding owner or controller of the existence of this Agreement and the permit by means of a letter, a copy of which shall be forwarded to Gretna. This Agreement is not assignable from or to Service Users.

SECTION XXIII
HAZARDOUS WASTES

It is agreed and understood that the parties to this Agreement are, or may be subject under Section 311 of the Water Pollution Control Act, as it applies to oil and hazardous wastes, and to any applicable State Law or Legislation, under the authority preserved by Section 510 of the Water Pollution Control Act.

SECTION XXIV
INTERRUPTION OF SERVICE

In the event of a stoppage of the Gretna Interceptor Sewer Conveyance System or in the event of an interruption of service by Gretna or the City of Omaha, it is understood and agreed that Gretna, its officers, employees and agents, in the absence of gross negligence, shall be absolutely free of any liability to the Contributing System, or any owners or lessees of the property or premises within or served by the Contributing System.

SECTION XXV
DURATION OF AGREEMENT

As provided by Nebraska law (R.R.S. 14-365.09), the term of this Agreement shall be for a period of ten (10) years beginning on the date of the execution hereof. However, it may be extended by written amendment. If the Contributing System is desirous to continue to have its wastewater received and conveyed by Gretna, the Contributing System will notify Gretna within six (6) months of the termination date of this Agreement whereupon the parties will make reasonable efforts to negotiate a new Agreement for such service by Gretna.

SECTION XXVI
NON-DISCRIMINATION

The Contributing System shall not, in the performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age, or political or religious opinions or affiliations in violation of State laws or local ordinances.

SECTION XXVII
SOLICITATION

The Contributing System does hereby state, warrant, and covenant that it has not retained or employed any company or person, other than bona fide employees of the Contributing System, to solicit or secure this contract, and it has not paid or agreed to pay any company or person, other than a bona fide employee of the Contributing System, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this statement, warrant, and covenant, Gretna shall have the right to annul this Agreement without liability.

SECTION XXVIII
SEVERABILITY

If any portion or portions of this Agreement is or are declared illegal or invalid, all other portions shall, to the maximum extent possible, remain in full force and effect.

SECTION XXIX
TITLES

The titles used in these General Provisions are for convenience only and shall not be used in interpreting these General Provisions.

SECTION XXX
STRICT COMPLIANCE

All provisions of this contract and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representatives.

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

SANITARY AND IMPROVEMENT DISTRICT NO. 313
OF SARPY COUNTY, NEBRASKA

NOTICE

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska will be held at 9:00 A.M. on August 10, 2016 at 10333 So. 152nd Street, Omaha, Nebraska, which meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for public inspection at 11440 West Center Road, Omaha, Nebraska and includes the payment of bills of the District and the consideration and passing or amending and passing the following Resolution, to-wit:

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to enter into a Subdivision Agreement, an Interceptor Connection and Wastewater Service Agreement and payment to Sarpy County Planning and Building Department (\$257,387.82) for Sewer Connection Fees, per the Interceptor Connection and Wastewater Service Agreement.

The outer boundaries of the areas which may be subject to special assessment are the same as the outer boundaries of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

Said plans and specifications have been reviewed by E & A Consulting Group, engineers for the District and said engineers have filed with the Clerk of the District, prior to the first publication of this Resolution, an estimate of the total costs of said improvement, including engineering fees, legal fees, fiscal fees, interest and other miscellaneous costs, which estimate is in the sum of \$308,865.38.

To pay the cost of said improvement the Board of Trustees shall have the power to issue negotiable bonds of the District after such improvements have been completed and accepted; said

Exhibit "C"

bonds to be called "Sanitary and Improvement District Bonds" and shall be payable and bear interest as provided by the Statutes of the State of Nebraska.

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

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

SANITARY AND IMPROVEMENT DISTRICT
NO. 313 OF SARPY COUNTY, NEBRASKA

By:

Tom Falcone, Chairman
Jeff Elliott, Clerk

Publication Dates: July 27 and August 3, 2016.

AGENDA
SANITARY AND IMPROVEMENT DISTRICT NO. 313 OF SARPY COUNTY,
NEBRASKA HELD AT 9:00 A.M. ON JULY 7, 2016

1. Present Opening Meeting Laws.
2. Resign Juanda Falcone and Sarah Christiansen, appoint Jeff Elliott, appoint Clerk.
3. Present Contract for Financial Advisor/Fiscal Agent Services (Kuehl Capital Corporation).
4. Present Ameritas Investment Corp. Underwriter Disclosure letter dated April 8, 2016 in connection with underwriting services.
5. Present Agreement to Purchase Obligation (Ameritas Investment Corp.).
6. Present Paying Agent and Registrar Agreement (Bankers Trust Company).
7. Vote on and adopt Resolution of Procedures Federal Tax and Disclosure Requirements for Outstanding Bonds and Warrants; appoint Compliance Officer.
8. Present Dissemination Agent Agreement (Bankers Trust Company).
9. Present proposed Resolution of Necessity for the construction of Sanitary Sewer System - Section I; order hearing to be held and necessary publications for same.
10. Present proposed Resolution of Necessity for payment to MWSD, LLC for the purchase of usable park property within the District in connection with Park Acquisition, Outlot A, Garden Oaks; order hearing to be held and necessary publications for same.
11. Present proposed Resolution of Necessity for the District entering into a Subdivision Agreement, an Interceptor Connection and Wastewater Service Agreement and payment to Sarpy County Planning and Building Department (\$257,387.82) for Sewer Connection Fees, per the Subdivision Agreement that stipulates that the District enter into an Interceptor Connection and Wastewater Service Agreement, order hearing to be held and necessary publications for same.
12. Various other items pertaining to the District.