CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of **Sanitary and Improvement District Number 291 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 24th day of July 2015.

Chairperson

Clerk

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF SANITARY AND IMPROVEMENT DISTRICT NO. 291 OF SARPY COUNTY, NEBRASKA HELD ON JULY 24, 2015

The meeting of the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska was convened in open and public session at 9:00 A.M. on July 24, 2015 at 11440 West Center Road, Omaha, Nebraska.

Present at the meeting were Trustees Jim Emmons, Loren Johnson, Ryan Larsen, Chad Larsen and Paula Johnson.

Notice of the meeting was given in advance thereof by publication in The Bellevue Leader on July 22, 2015, 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, 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.

The Chairman then presented the following statements payable from the General Fund Account of the District and the Clerk was directed to attach a copy of said statement to these minutes:

a) Lamp Rynearson & Associates for engineering services.
(#46) $1,405.35

b) Omaha Public Power District for electrical services.
(#0720231732) $2,089.17

c) Kuehl Capital Corporation for advisory structuring fees for the General Fund warrants issued at this meeting. (2.5%)	$87.36
d) First National Capital Markets for underwriting fees for the General Fund warrants issued at this meeting. (1.5%)	$53.73
Total	$3,581.88

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

a) L.G. Roloff Construction Company, Inc. for Pay Estimate No. 1 in connection with Sanitary Sewer, Storm Sewer and Paving - Section III, along with Sarpy County approval.	$177,254.64
b) Fullenkamp Doyle & Jobeun for legal services in connection with Sanitary Sewer, Storm Sewer and Paving - Section III.	$9,403.88
c) Thiele Geotech, Inc. in connection with Sanitary Sewer - Section III. (#53286)	$272.00
d) McArdle Grading Company in connection with Sanitary Sewer, Storm Sewer and Paving - Section III. (#12635)	$19,992.68
e) Lamp Rynearson & Associates for engineering services in connection with Sanitary Sewer, Storm Sewer and Paving - Section III and Underground Service. (#2)	$46,624.78
f) Kuehl Capital Corporation for advisory structuring fees for the Construction Fund warrants issued at this meeting. (2.5 %)	$6,338.69

g) First National Capital Markets for underwriting fees for the Construction Fund warrants issued at this meeting. (1.5%)	$3,898.30
h) Kuehl Capital Corporation for Financial Advisor/Fiscal Agent Services for Year 2014-2015. (#1377)	$6,000.00
Total	$269,784.97

Then, upon motion duly made, seconded and upon a roll call vote of "aye" by the Trustees, the following resolution was adopted:

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska that the Chairman and Clerk be and hereby are authorized and directed to execute and deliver Warrant Nos. 969 through 1002, inclusive, of the District, dated the date of this meeting, to the following payees for the following services and in the following amounts, said warrants to draw interest at the rate of 7% per annum, Warrant Nos. 969 through 972, inclusive, to be made payable from the General Fund Account of the District and to be redeemed no later than three years from the date hereof being July 24, 2018; and Warrant Nos. 973 through 1002, inclusive, to be payable from the Construction Fund Account of the District (interest to be payable on February 1 of each year) and to be redeemed no later than five years from the date hereof being July 24, 2020, subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska after notice is given as required by law to-wit:

1) Warrant No. 969 for $1,405.35 payable to Lamp Rynearson & Associates for engineering services.

2) Warrant No. 970 for $2,089.17 payable to Omaha Public Power District for electrical services.

3) Warrant No. 9710 for $87.36 payable to Kuehl Capital Corporation for advisor fees for General Fund warrants issued at this meeting.

4) Warrant No. 972 for $53.72 payable to First National Capital Markets for underwriting fees for General Fund warrants issued at this meeting.

5) Warrant No. 973 through 989, inclusive, each for $10,000.00 and Warrant No. 990 for $7,254.64 all payable to L.G. Roloff Construction Company for Pay Estimate No. 1 in connection with Sanitary Sewer, Storm Sewer and Paving - Section III.

6) Warrant No. 991 for $9,403.88 payable to Fullenkamp Doyle & Jobeun for legal services.

7) Warrant No. 992 for $272.00 payable to Thiele Geotech, Inc. in connection with Sanitary Sewer, Storm Sewer and Paving - Section III.

8) Warrant No. 993 for $10,000.00 and Warrant No. 994 for $9,992.68 all payable to McArdle Grading in connection with Sanitary Sewer, Storm Sewer and Paving - Section III.

9) Warrant No. 995 through 998, inclusive, each for $10,000.00 and Warrant No. 999 for $6,624.78 all payable to Lamp Rynearson & Associates for engineer services.

10) Warrant No. 1000 for $6,338.69 payable to Kuehl Capital Corporation for advisor fees for the Construction Fund Warrants issued at this meeting.

11) Warrant No. 1001 for $3,898.30 payable to First National Capital Markets for underwriting fees for the Construction Fund Warrants issued at this meeting.

12) Warrant No. 1002 for $6,000.00 payable to Kuehl Capital Corporation for Financial Advisor/Fiscal Agent services.

Then upon motion duly made, seconded and upon a unanimous roll call vote of "aye" by the Trustees, the following resolution was adopted:

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska, that the District hereby finds and determines and covenants, warrants and agrees as follows in connection with the issuance of the Construction Fund Warrants: (i) the improvements and/or facilities being financed by the Construction Fund Warrants are for essential governmental functions and are designed to serve members of the general public on an equal basis; (ii) all said improvements have from the time of their first acquisition and construction been owned, are owned and are to be owned by the District or another political subdivision; (iii) to the extent special assessments have been or are to be levied for

any of said improvements, such special assessments have been or are to be levied under Nebraska law as a matter of general application to all property specially benefited by said improvements in the District; (iv) the development of the land in the District is for residential or commercial use and the development of the land in the District for sale and occupation by the general public has proceeded and is proceeding with reasonable speed; (v) other than any incidental use of said improvements by a developer during the initial period of development of said improvements, there have been, are and will be no persons with rights to use such improvements other than as members of the general public; (vi) none of the proceeds of said Construction Fund Warrants have been or will be loaned to any private person or entity; and (vii) and the District does not reasonably expect to sell or otherwise dispose of said improvements and/or facilities, in whole or in part, prior to the last maturity of the Construction Fund Warrants.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska that the District covenants and agrees concerning the Construction Fund Warrants that: (i) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Construction Fund Warrants and (ii) it will not use or permit the use of any proceeds of the Construction Fund Warrants or any other funds of the District nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Construction Fund Warrants. In addition, the District will adopt such other resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Construction Fund Warrants will remain excluded from federal gross income, to the extent any such actions can be taken by the District.

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

The District covenants and agrees that it will pay or provide for the payment from time to time of all amounts

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska that the District hereby covenants, warrants and agrees that to the extent that it may lawfully do so, the District hereby

designates the Construction Fund Warrants as its "qualified tax exempt obligations" under Section 265(b)(3)(B)(i)(III) of the Code.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska that this and the preceding Resolutions are hereby adopted as the Certificate with Respect to Arbitrage of the District pertaining to the Construction Fund Warrants and the District hereby further certifies, as of the date of the registration of the Construction Fund Warrants with [Douglas] [Sarpy] County, Nebraska as follows:

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

2. To the best of their knowledge, information, and belief, the above expectations are reasonable.

3. The District has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its debt.

4. This Certificate is being passed, executed and delivered pursuant to Section 1.148-2 (b) (2) of the Income Tax Regulations under the Code (the "Regulations").

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska the District hereby authorizes and directs the Chair or Clerk to file or cause to be filed, when due, an information reporting form pursuant to Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code"), pertaining to the [Construction Fund Warrants] and the [General Fund Warrants];

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

The Chairman then presented the engineer's estimate for the District entering into a Water Main Extension Agreement for the construction of MUD Water Main Extension - Whitetail Creek Phase 3, together with an estimate of the total cost of said improvement prepared by Lamp Rynearson & Associates, engineers for the District, which cost estimate, including engineering fees, legal fees, fiscal fees, administration costs and other miscellaneous costs is in the sum of $1,328,574.00.

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

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska that the hearing on the proposed Resolution of Advisability and Necessity for District entering into a Water Main Extension Agreement the construction of MUD Water Main Extension - Whitetail Creek Phase 3 shall be held at 13903 So. 47th Street, Bellevue, Nebraska at 9:00 a.m. on August 12, 2015 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 Jujly 29 and August 5, 2015, 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 of 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.

Loren Johnson, Chairman

Jim Emmons, Clerk

AFFIDAVIT OF PUBLICATION

STATE OF NEBRASKA }
} SS.
County of Sarpy }

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

Wednesday, July 22, 2015 Bellevue Leader

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

Ron Petak

Shon Barenklau OR Ron Petak
Publisher Executive Editor

Today's Date 7-22-2015
Signed in my presence and sworn to before me:

Notary Public

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

Printer's Fee $ 10.25
Customer Number: 40972
Order Number: 0001877029

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

NOTICE OF MEETING

SANITARY AND IMPROVEMENT
DISTRICT NO. 291
OF SARPY COUNTY, NEBRASKA

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska will be held at 9:00 a.m. on July 24, 2015 at 13903 So. 47th Street, Bellevue, Nebraska, which meeting will be open to the public. An agenda for such meeting, kept continuously current is available for public inspection at 11440 West Center Road, Omaha, Nebraska, and includes the payment of bills of the District.

Loren Johnson, Chairman

1877029; 7/22

ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF MEETING

The undersigned Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska do hereby acknowledge receipt of advance notice of a meeting Board of Trustees of said District and the agenda for such meeting held at 9:00 A.M. on July 24, 2015 at 13903 So. 47th Street, Bellevue, Nebraska.

DATED this 24th day of July 2015.

_____

_____

_____

_____

_____

CERTIFICATE

The undersigned being Clerk of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska hereby certifies that Notice of a Meeting of the Board of Trustees of said District held on July 24, 2015 was mailed to the Sarpy County Clerk, 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 July 22, 2015 and that no items were added to the agenda after the commencement of the meeting; and further, that the minutes for the meeting were available for public inspection within ten (10) days of the date of said meeting and that a copy of the minutes of this meeting were sent to the Sarpy County Clerk of Papillion, Nebraska within thirty days from the date of this meeting.

Clerk

LAMP RYNEARSON
& ASSOCIATES
ENGINEERS | SURVEYORS | PLANNERS

14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
[P] 402.496.2498
[F] 402.496.2730
www.LRA-Inc.com

July 09, 2015
Invoice No: 0109067.90 - 0000046

Brian Doyle
S.I.D. No. 291 of Sarpy County, NE
Fullenkamp, Doyle & Jobeun
11440 West Center Road, Suite C
Omaha, NE 68144

Project 0109067.90 WHITETAIL CREEK - S.I.D. 291 G.F.

Professional Services through June 13, 2015

Task	381	SANITARY SEWER MAINTENANCE		
				17.66
			Total this Task	**$17.66**
Task	384	STORM SEWER MAINTENANCE		
				166.40
			Total this Task	**$166.40**
Task	386	EROSION CONTROL MAINTENANCE		
				436.83
			Total this Task	**$436.83**
Task	392	UTILITY LOCATES		
				566.97
			Total this Task	**$566.97**
Task	393	SIGN MAINTENANCE		
				217.49
			Total this Task	**$217.49**
			TOTAL INVOICE AMOUNT	**$1,405.35**

Outstanding Invoices

Number	Date	Balance
0000045	6/22/2015	1,075.11
Total		**1,075.11**

Terms: Due Upon Receipt

14440

0629

Omaha Public Power District

Account Number	Due Date	Total Amount Due
0720231732	Jul 20, 2015	$2,069.88CR

Customer Name: SID 291 SARPY
Statement Date: June 29, 2015

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

Billing Information for service address: 19200 GILES RD, STLT Omaha NE

Billing Period From **05-28-2015** To **06-29-2015** @32 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	$656.64	$3.45	$696.39

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

Sales Tax	36.30
Total Charges	$696.39
Previous Balance	675.78CR
Payments Received: 06/12/15	2,090.49CR
Total Amount Due	$2,069.88CR

+3 mths

1

Please return this portion with payment

Replacing your air-conditioner or heat pump? Visit oppd.com/hvacsmart for qualifying rebates.

Statement Date: June 29, 2015

2,089.17

Account Number	Due Date	Total Amount Due
0720231732	Jul 20, 2015	$2,069.88CR

No Payment Due

A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number:

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

SID 291 SARPY - WHITETAIL CREEK
%FULLENKAMP, DOYLE & JOBEUN
11440 W CENTER RD STE C
OMAHA NE 68144-4421

PO BOX 3995
OMAHA NE 68103-0995

Omaha Public Power District

Omaha Public Power District

14441

0629

Account Number	Due Date	Total Amount Due
0720231732	Jul 20, 2015	$2,069.88CR

Customer Name: SID 291 SARPY
Statement Date: June 29, 2015

Billing Information for service address: 19200 GILES RD, STLT Omaha NE

Billing Period From **05-28-2015** To **06-29-2015** @32 Days

Rate	Method No.	Number of Lamps	Price per Lamp	Usage			
				Current Amount	Fuel and Purchased Power Adjustment	Total Usage Amount	Sub-Total Amount per Rate
SL61	61211	38	$17.28	$656.64			
SL61					3.45	656.64	$696.39

LAMP RYNEARSON
& ASSOCIATES
ENGINEERS | SURVEYORS | PLANNERS

14710 W. Dodge Rd., Ste. 100
Omaha, Nebraska 68154
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www.LRA-Inc.com

ESTIMATE NO: 1

DATE: JULY 15, 2015

CONTRACT FOR: SANITARY SEWER, STORM SEWER, AND PAVING, SECTION III

S.I.D. NO. 291 (WHITETAIL CREEK)

LRA JOB NO: 0109067.33-330/340/350

OWNER: SANITARY IMPROVEMENT DISTRICT NO. 291 OF SARPY COUNTY, NEBRASKA

CONTRACTOR: L. G. ROLOFF CONSTRUCTION COMPANY, INC., 10204 SOUTH 152ND STREET, OMAHA, NE 68138

TERMS: 90% MONTHLY, REMAINDER UPON FINAL ACCEPTANCE

TOTAL CONTRACT AMOUNT: $1,805,481.76

AMOUNT PAID ON PREVIOUS ESTIMATES: $0.00

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	AMOUNT
	SANITARY				
1	CONSTRUCT 6" SANITARY SEWER PIPE	1,500	LF	$15.20	$22,800.00
2	CONSTRUCT 8" SANITARY SEWER PIPE	5,353	LF	$15.65	$83,774.45
3	CONSTRUCT 54" I.D. SANITARY MANHOLE	110	VF	$287.39	$31,612.90
4	ADJUST EXISTING MANHOLE UP TO GRADE	0	VF	$205.00	$0.00
5	CONSTRUCT 8" DIAMETER DROP CONNECTION	5	VF	$130.71	$653.55
6	CONSTRUCT 8" X 6" WYE	112	EA	$71.14	$7,967.68
7	CONSTRUCT 6" SANITARY SERVICE RISER	0	VF	$69.92	$0.00
8	CONSTRUCT 8" PIPE PLUG	0	EA	$45.00	$0.00
9	CONSTRUCT 6" MANHOLE STUBOUT	13	EA	$50.83	$660.79
10	CONSTRUCT 8" CONNECTION TO 54" MANHOLE	4	EA	$821.52	$3,286.08
11	CONSTRUCT 6" PIPE BEDDING	1,500	LF	$5.17	$7,755.00
12	CONSTRUCT 8" PIPE BEDDING	5,353	LF	$5.42	$29,013.26
13	STABILIZATION TRENCH W/ CRUSHED LIMESTONE	0	TN	$26.00	$0.00
14	JET EXISTING SANITARY SEWER	0	LF	$0.70	$0.00
	SANITARY TOTAL				$187,523.71
	STORM				
15	GENERAL GRADING AND SHAPING	0	LS	$5,000.00	$0.00
16	CONSTRUCT 18" R.C.P., CLASS III	0	LF	$33.94	$0.00
17	CONSTRUCT 24" R.C.P., CLASS III	111	LF	$45.63	$5,064.93

Engineers Estimate No. 1
Sanitary Sewer, Storm Sewer and Paving, Section III
S.I.D. No. 291 (Whitetail Creek)
LRA Job No. 0109067.33-330/340/350
July 15, 2015
Page 2

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	AMOUNT
18	CONSTRUCT 30" R.C.P., CLASS III	0	LF	$60.70	$0.00
19	CONSTRUCT 36" R.C.P., D(0.01) = 1,350	40	LF	$79.23	$3,169.20
20	CONSTRUCT 42" R.C.P., D(0.01) = 1,350	0	LF	$112.40	$0.00
21	CONSTRUCT 54" I.D. MANHOLE (5 EA)	0	VF	$307.68	$0.00
22	CONSTRUCT 84" I.D. MANHOLE (1 EA)	0	VF	$683.62	$0.00
23	EXTERNAL FRAME SEAL	0	EA	$270.57	$0.00
24	CONSTRUCT MANHOLE RING COLLAR	0	EA	$244.88	$0.00
25	CONSTRUCT 18" PIPE BEDDING	0	LF	$5.39	$0.00
26	CONSTRUCT 24" PIPE BEDDING	111	LF	$6.96	$772.56
27	CONSTRUCT 30" PIPE BEDDING	0	LF	$8.65	$0.00
28	CONSTRUCT 36" PIPE BEDDING	40	LF	$10.48	$419.20
29	CONSTRUCT 42" PIPE BEDDING	0	LF	$12.43	$0.00
30	CONSTRUCT 30" R.C. FLARED END SECTION	0	EA	$1,769.36	$0.00
31	CONSTRUCT 36" FLARED END SECTION	0	EA	$2,393.18	$0.00
32	CONSTRUCT 42" FLARED END SECTION	0	EA	$2,464.15	$0.00
33	CONSTRUCT ROCK RIP-RAP - TYPE "B" (3 EA)	0	TON	$44.72	$0.00
34	ROLLED EROSION CONTROL MATTING, TYPE II	0	SY	$1.23	$0.00
35	STABILIZE TRENCH WITH CRUSHED LIMESTONE	0	TN	$26.00	$0.00
	STORM TOTAL				$9,425.89
	PAVING				
36	REMOVE END OF STREET BARRICADE	0	LF	$181.60	$0.00
37	REMOVE PAVEMENT	0	SY	$11.20	$0.00
38	SAW CUT PAVEMENT	0	LF	$4.80	$0.00
39	7" CONCRETE PAVEMENT - TYPE L65	0	SY	$27.50	$0.00
40	CONSTRUCT 5" PC CONCRETE SIDEWALK	0	SF	$4.25	$0.00
41	COMMON EARTH EXCAVATION	0	CY	$2.29	$0.00
42	ADJUST MANHOLE TO GRADE (44 SANITARY, 3 STORM)	0	EA	$220.00	$0.00
43	EXTERNAL FRAME SEAL (44 SANITARY, 3 STORM)	0	EA	$350.00	$0.00
44	CONSTRUCT END OF STREET BARRICADE	0	EA	$781.96	$0.00
45	CONSTRUCT CURB INLET	0	EA	$2,575.00	$0.00
46	SEEDING - TYPE "TEMPORARY SEED MIX	0	AC	$374.00	$0.00
47	STRAW MULCH	0	AC	$500.00	$0.00
48	CONSTRUCT SILT FENCE	0	LF	$2.00	$0.00
49	CLEANOUT SILT FENCE	0	LF	$0.53	$0.00
50	REMOVE SILT FENCE	0	LF	$0.32	$0.00
51	CLEANOUT WATER QUALITY POND	0	CY	$4.00	$0.00

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	AMOUNT
52	JET EXISTING SANITARY SEWER	0	LF	$0.70	$0.00
	PAVING TOTAL				$0.00
	TOTAL ESTIMATED WORK COMPLETED				$196,949.60
	OWNER'S RETAINAGE (10%)				$19,694.96
	LESS AMOUNT PREVIOUSLY PAID				$0.00
	AMOUNT DUE CONTRACTOR				$177,254.64

Chairman and Board of Trustees
Sanitary and Improvement District No. 291
of Sarpy County, Nebraska
c/o Mr. Brian Doyle, Attorney
Fullenkamp, Doyle & Jobeun
11440 West Center Road, Suite C
Omaha, NE 68144

Dear Members of the Board:

This is an estimate of the work completed during the previous month on the above-referenced project.

It is recommended that payment be remitted to the Contractor in the amount shown due in accordance with our records.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

Bryan D. Kratky, P.E.
Senior Construction Engineer

c: Loren Johnson
L.G. Roloff Construction Company, Inc.

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BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION TO APPROVE SANITARY SEWER, STORM SEWER, AND PAVING IMPROVEMENTS, SECTION 3 FOR SID #291, WHITETAIL CREEK

WHEREAS, Sanitary and Improvement District No. 291, Whitetail Creek, of Sarpy County, Nebraska, hereinafter SID 291, has submitted plans and specifications to Sarpy County Public Works for certain public improvements, namely Sanitary Sewer, Storm Sewer, and Paving Improvements, Section 3, to SID 291;

WHEREAS, SID 291 has requested approval of said plans and specifications for public improvements pursuant to Neb. Rev. Stat. § 39-1402 (Reissue 2008); and,

WHEREAS, Sarpy County Public Works, by written correspondence dated June 19, 2015, which correspondence is attached herewith and incorporated herein by reference as Exhibit "A", has evaluated the proposed plans and specifications and hereby recommends approval of said improvements;

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that the plans and specifications as submitted to Sarpy County Public Works for improvements to SID 291 are hereby approved.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 23rd day of June, 2015.

Attest

SEAL

DEBRA J. HOUGHTALING, COUNTY CLERK
SEAL
SARPY COUNTY, NEBRASKA

Sarpy County Board Chairman

County Clerk

SARPY COUNTY

Dennis L. Wilson, P.E., PhD
Sarpy County Engineer

PUBLIC WORKS DEPARTMENT
15100 South 84th Street • Papillion, NE 68046-2895
Phone (402) 537-6900 • FAX (402) 537-6955 • www.sarpy.com

MEMORANDUM

TO: Sarpy County Board of Commissioners

FROM: Patrick M. Dowse, P.E., Engineering Manager PMD

DATE: June 19, 2015

SUBJECT: Resolution to Approve Sanitary Sewer, Storm Sewer, and Paving Improvements, Section 3, Public Improvements for SID 291

The Public Works department has reviewed the plans and specifications for Sanitary Sewer, Storm Sewer, and Paving Improvements Section 3, public improvements for SID 291. In addition to the plans and specifications, the following statements are understood about the project:

a) The SID 291 Engineer of Record has produced plans and specifications for the aforementioned public improvements and is the engineer of record for the project.

b) SID 291 will pay for 100% of the construction costs.

The Public Works department recommends that the pending resolution be approved by the County Board.

If you have any questions, please contact me at 402-537-6917.

SARPY COUNTY

Dennis L. Wilson, P.E., PhD
Sarpy County Engineer

PUBLIC WORKS DEPARTMENT
15100 South 84th Street • Papillion, NE 68046-2895
Phone (402) 537-6900 • FAX (402) 537-6955 • www.sarpy.com

June 19, 2015

Mr. Aaron Grote
Lamp Rynearson & Associates
14710 West Dodge Road, Suite 100
Omaha, NE 68154

RE: SID No. 291 of Sarpy County, Nebraska
Sanitary Sewer, Storm Sewer, and Paving Improvements, Section 3

Mr. Grote:

Sarpy County Public Works has reviewed the plans for the above referenced project for SID No. 291 of Sarpy County. Our review indicates that the plans, if followed, will meet the minimum standard requirements as specified in the 2003 3rd Edition of the City of Omaha Standard Specifications for Public Works Construction, which is acceptable to the Sarpy County Public Works Department. Public Works will recommend approval of the project to the Sarpy County Board of Commissioners.

If you find it necessary to revise the proposed design, please submit revisions for our further consideration.

Sincerely,

Patrick M. Dowse, P.E.
Engineering Manager
Sarpy County Public Works

LAMP RYNEARSON
& ASSOCIATES
ENGINEERS | SURVEYORS | PLANNERS

14710 W. Dodge Rd., Ste. 100
Omaha, Nebraska 68154
[P] 402.496.2498
[F] 402.496.2730
www.LRA-Inc.com

June 17, 2015

CERTIFIED MAIL

L. G. Roloff Construction Company, Inc.
10204 South 152nd Street
Omaha, NE 68138

REFERENCE: S.I.D. No. 291 (Whitetail Creek)
Sanitary Sewer, Storm Sewer, and Paving, Phase 3
LRA Job No. 0109067.33-030/040/050

NOTICE TO PROCEED

We have been instructed by S.I.D. No. 291 to issue this Notice to Proceed. Therefore, in accordance with the terms of your contract covering the above-referenced project, you are hereby notified to commence work on said project within five (5) business days of receipt of this notice.

You are also advised to notify this office three (3) days in advance of date of commencement, to facilitate scheduling of construction observation for this project.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

David T. McIvor, P.E.
Senior Construction Engineer

c: Brian Doyle
Loren Johnson

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Law Offices
FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD ***334-0700***
OMAHA, NE 68144 ***fax: 334-0815***

July 24, 2015

Chairman & Board of Trustees
Sanitary and Improvement District No. 291 of
Sarpy County, Nebraska

STATEMENT FOR SERVICES RENDERED

In re:

Sanitary Sewer, Storm Sewer and Paving - Section III	$8,862.73
Expenses: publication costs	541.15
Total Amount Due:	**$9,403.88**

LAMP RYNEARSON
& ASSOCIATES
ENGINEERS | SURVEYORS | PLANNERS

14710 W. Dodge Rd., Ste. 100
Omaha, Nebraska 68154
[P] 402.496.2498
[F] 402.496.2730
www.LRA-Inc.com

July 10, 2015

Chairman and Board of Trustees
Sanitary and Improvement District No. 291
of Sarpy County, Nebraska
c/o Mr. Brian Doyle, Attorney
Fullenkamp, Doyle & Jobeun
11440 West Center Road, Suite C
Omaha, NE 68144

REFERENCE: S.I.D. No. 291 (Whitetail Creek)
Sanitary Sewer, Section III
LRA Job No. 0109067.33-330

Dear Members of the Board:

Enclosed is Invoice No. 53286, dated June 25, 2015, from Thiele Geotech, Inc., for testing services performed within the referenced District.

We recommend payment directly to Thiele Geotech, Inc. in the amount of $272.00.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

Bryan D. Kratky, P.E.
Senior Construction Engineer

Enclosure

c w/enc: Loren Johnson
c: Thiele Geotech, Inc.

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Thiele Geotech Inc

13478 Chandler Road
Omaha, Nebraska 68138-3716
402/556-2171 Fax 402/556-7831
We accept major Credit Cards

INVOICE

Project No: 01.15138.02
PM: Owen, Everett
Dept: Materials

RECD JUL 0 6 2015

Invoice #: 53286
Date: 06/25/2015
Page: 1 of 1

Bill to:
SID 291 c/o LRA
Aaron Grote
14710 West Dodge Road
Suite 100
Omaha, NE. 68154

Project:
Whitetail Creek
Sanitary Sewer, Phase III
192nd and Redwood Omaha, NE

Date	Quant	Code	Description	Sample	Rate	Amount
06/23/2015	7.00	F-1	Compaction Test (ea.)	S-1402	$31.00	$217.00
	1.00	T-1	Trip Charge - Zone 1 (/trip)	S-1402	$55.00	$55.00
					Invoice Total:	**$272.00**

REMIT TO: THIELE GEOTECH, INC
13478 Chandler Road
Omaha, Nebraska 68138-3716
402/556-2171 Fax 402/556-7831

FTIN 47-0794664
Online Payments available at
www.thielegeotech.com ePay

TERMS: DUE UPON RECEIPT
PAST DUE BALANCES SUBJECT TO 1.25% SERVICE CHARGE PER MONTH

LAMP RYNEARSON
& ASSOCIATES
ENGINEERS | SURVEYORS | PLANNERS

14710 W. Dodge Rd., Ste. 100
Omaha, Nebraska 68154
[P] 402.496.2498
[F] 402.496.2730
www.LRA-Inc.com

July 9, 2015

Chairman and Board of Trustees
Sanitary and Improvement District No. 291
of Sarpy County, Nebraska
c/o Mr. Brian Doyle, Attorney
Fullenkamp, Doyle & Jobeun
11440 West Center Road, Suite C
Omaha, NE 68144

REFERENCE: S.I.D. No. 291 (Whitetail Creek)
Sanitary Sewer, Storm Sewer and Paving, Section III
LRA Job No. 0109067.33-330/340/350

Dear Members of the Board:

Enclosed is Invoice No. 12635, dated June 30, 2015, from McArdle Grading Company for construction of storm sewer for the permanent water quality pond within the referenced district.

We recommend payment directly to McArdle Grading Company in the amount of $19,992.68.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

Aaron J. Grote, P.E.
Senior Project Engineer

Enclosure

c w/enc: Loren Johnson
c: McArdle Grading Company

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McARDLE
GRADING COMPANY
P.O. Box 501
20460 Ohio Street
Elkhorn, NE 68022
Phone (402) 289-2528 Fax (402) 289-2520

Invoice # 12635

Invoice date: 6/30/2015

Re: SID 291 - Whitetail Creek Strm

Bill To:

SID #291 - WHITETAIL CREEK
c/o Lamp Rynearson & Assoc.
Attn: Aaron Grote
Omaha, NE 68154

Job No.: 15-509
Acct. ID.: SID 291

QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	LS	Estimate00001	$19,992.68	$19,992.68

SUBTOTAL	$19,992.68
SALES TAX	
RETAINAGE HELD	
TOTAL	$19,992.68

THANK YOU FOR YOUR BUSINESS!

REQUEST FOR PAYMENT

From: McArdle Grading Co.
P.O. Box 501
20460 Ohio Str
Elkhorn, NE 68022

To: SID #291 - WHITETAIL CREEK
c/o Lamp Rynearson & Assoc.
Attn: Aaron Grote
Omaha, NE 68154

Invoice Id: 12635
Draw Id: Estimate00001
Invoice date: 6/30/2015
Period ending date: 6/30/2015

Contract For:

Request for payment:

Original contract amount	$19,992.68	
Approved change orders	$0.00	
Revised contract amount		$19,992.68
Contract completed to date		$19,992.68
Add-ons to date	$0.00	
Taxes to date	$0.00	
Less Retainage	$0.00	
Total completed less retainage		$19,992.68
Less previous requests	$0.00	
Current request for payment		$19,992.68
Current billing		$19,992.68
Current Change orders	$0.00	
Current tax	$0.00	
Less current retainage	$0.00	
Current amount due		**$19,992.68**
Remaining contract to bill	$0.00	

Project: 15-509
SID 291 - Whitetail Creek Strm

Contract date:

Architect:

Scope:

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the SID #291 - WHITETAIL CREEK relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR:

By: _____

Date: _____

State Of Nebraska

County Of Douglas

Subscribed and sworn to before me this _____ day of _____,_____

Notary Public

My commission expires:

REQUEST FOR PAYMENT DETAIL

Project: 15-509 / SID 291 - Whitetail Creek Strm Invoice ID: 12635 Draw Id: Estimate00001 Period Ending Date: 6/30/2015

		CONTRACTED				CURRENT		TOTAL TO DATE		
Item ID	Description	UOM	Bid Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Units to Finish
14	54" DIA WATER QLTY INTAKE STRC	VF	10.83	1,196.00	12,952.68	10.83	12,952.68	10.83	12,952.68	
15	24" RCP, CLASS III	LF	60.00	79.35	4,761.00	60.00	4,761.00	60.00	4,761.00	
16	24" RC, F.E.S.	EA	1.00	2,279.00	2,279.00	1.00	2,279.00	1.00	2,279.00	
	Totals				19,992.68		19,992.68		19,992.68	

LAMP RYNEARSON & ASSOCIATES
ENGINEERS | SURVEYORS | PLANNERS

14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
[P] 402.496.2498
[F] 402.496.2730
www.LRA-Inc.com

July 07, 2015
Invoice No: 0109067.33 - 0000002

BRIAN DOYLE
S.I.D. NO. 291 OF SARPY COUNTY, NE
FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD, SUITE C
OMAHA, NE 68144

Project 0109067.33 WHITETAIL CREEK - PHASE 3 SID 291

Professional Services through June 27, 2015

Task 030 SANITARY SEWER 3

Total Fee	58,719.00		
Percent Complete	100.00	Total Earned	58,719.00
		Previous Fee Billing	58,719.00
		Current Fee Billing	0.00
		Total Fee	**0.00**
		Total this Task	**0.00**

Task 040 STORM SEWER 3

Total Fee	36,606.00		
Percent Complete	100.00	Total Earned	36,606.00
		Previous Fee Billing	36,606.00
		Current Fee Billing	0.00
		Total Fee	**0.00**
		Total this Task	**0.00**

Task 050 PAVING 3

Total Fee	136,659.00		
Percent Complete	100.00	Total Earned	136,659.00
		Previous Fee Billing	136,659.00
		Current Fee Billing	0.00
		Total Fee	**0.00**
		Total this Task	**0.00**

Task 067 MUD INTERIOR WATER

Total Fee	80,884.00		
Percent Complete	50.00	Total Earned	40,442.00
		Previous Fee Billing	0.00
		Current Fee Billing	40,442.00
		Total Fee	**40,442.00**
		Total this Task	**$40,442.00**

Project	0109067.33	WHITETAIL CREEK - PHASE 3 SID 291	Invoice	0000002

Task	068	MUD EXTERIOR WATER		
Total Fee		8,151.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00
			Total Fee	**0.00**
			Total this Task	**0.00**

Task	070	OPPD POWER		
Total Fee		38,718.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00
			Total Fee	**0.00**
			Total this Task	**0.00**

Task	330	SANITARY SEWER 3 CA		
Total Fee		58,719.00		
Percent Complete		10.5294	Total Earned	6,182.78
			Previous Fee Billing	0.00
			Current Fee Billing	6,182.78
			Total Fee	**6,182.78**
			Total this Task	**$6,182.78**

Task	340	STORM SEWER 3 CA		
Total Fee		36,606.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00
			Total Fee	**0.00**
			Total this Task	**0.00**

Task	350	PAVING 3 CA		
Total Fee		136,659.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00
			Total Fee	**0.00**
			Total this Task	**0.00**

TOTAL INVOICE AMOUNT **$46,624.78**

Outstanding Invoices

Number	Date	Balance
0000001	5/3/2015	231,984.00
Total		**231,984.00**

Terms: Due Upon Receipt

Kuehl Capital Corporation

14747 California Street, Suite #1
Omaha, NE 68154
(402) 391-7977

Invoice

Date	Invoice #
8/29/2014	1377

Bill To:

SID #291 of Sarpy County Nebraska
c/o Fullenkamp, Doyle and Jobeun
Attn: Mr. Brian Doyle
11440 West Center Road, Ste. C
Omaha, NE 68144-4421

Description	Amount
Financial Advisor/Fiscal Agent Services for Fiscal Year 2014-2015 Annual Contractual Fee Calculation: 8 Basis Points of Final Valuation of $5,768,241 with a Floor of $6,000	6,000.00

Total	$6,000.00
Payments/Credits	$0.00
Balance Due	$6,000.00

LAMP RYNEARSON
& ASSOCIATES
ENGINEERS | SURVEYORS | PLANNERS

14710 W. Dodge Rd., Ste. 100
Omaha, Nebraska 68154
[P] 402.496.2498
[F] 402.496.2730
www.LRA-Inc.com

July 8, 2015

Chairman and Board of Trustees
Sanitary and Improvement District No. 291
of Sarpy County, Nebraska
c/o Mr. Brian Doyle, Attorney
Fullenkamp Doyle & Jobeun
11440 West Center Road, Suite C
Omaha, NE 68144

REFERENCE: S.I.D. No. 291 (Whitetail Creek)
MUD Water Main Extension Agreements
LRA Job No. 0109067.33-067

Dear Members of the Board:

This is to advise you that we have reviewed the enclosed water main extension agreements prepared by Metropolitan Utilities District (MUD) for the above referenced project and recommend approval for the same.

We have also reviewed the estimate of construction cost for this project and find it to be a reasonable and necessary expense. We recommend payment of these costs. The following is our estimate of the total cost, which the district might be expected to incur for the construction as proposed:

Amount to be advanced to MUD for	
Installation of interior water mains	$536,500.00
Connections to Giles Road water main	$30,000.00
Contribution to Giles Road water main	$323,422.00
Contribution to other pioneer mains	$129,719.00
Total amount to be advanced to MUD	**$1,019,641.00**
Estimate Engineering, Miscellaneous, Legal, Publication, Financing and Interest Cost:	$308,933.00
TOTAL ESTIMATED PROJECT COST	**$1,328,574.00**

If the documents meet with your approval, please have both copies properly executed and return them with payment to MUD.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

Aaron J. Grote, P.E.
Senior Project Engineer

Enclosures

c: Loren Johnson

gtl\L:\Engineering\0109067\ADMIN\LTR Doyle 150708.docx

METROPOLITAN
UTILITIES DISTRICT

July 02, 2015

Aaron Grote, P.E.
Sr. Project Engineer
Lamp, Rynearson & Associates, Inc.
14710 West Dodge Road, Suite 100
Omaha, NE 68154-2029

Dear Aaron:

Attached are the Water Main Extension Agreements for the water main extension you requested for Whitetail Creek Subdivision at 188th St. and Giles Rd., our job number 100055001137, 100055001140 & 100057000415. The estimated cost stated in the Agreement is based on a summer estimate dated June 12, 2015 for installing a water main and appurtenances.

Due to possible rising costs and changing conditions, if these Agreements are not signed and the required deposit of the estimated cost received by September 12, 2015, we will review the estimate and may change the Agreement. An estimate is valid for a 90-day period, if the main is installed in the season for which it is estimated. **The following estimate for 100055001140 & 100057000415 are based on an average of past jobs of similar size and length. Bids, for this job, have not been received yet.**

If you find the enclosed Agreements in order, please sign and return both copies with the required deposit of the estimated cost. When we receive your payment and the signed Agreements, the job will be placed on our firm construction schedule. A copy of the Agreement will be returned after its execution by the District.

When service is applied for, other applicable charges such as capital facilities charges, tapping charges, etc. will be payable. If you have questions concerning any of the applicable charges, please call the Builder and Contractor Services Dept. at 402-504-7988.

Sincerely,

Mark A. Masek
Main Extension Coordinator

Attachment

S:\Engineering\Projects\Water\WP1387\Legal\100055001137, 100055001140 & 100057000415 MEA\pg1

FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD

OMAHA NEBRASKA 68144
SANITARY AND IMPROVEMENT DISTRICT NO. 291
OF SARPY COUNTY, NEBRASKA
NOTICE

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska will be held at 9:00 A.M. on August 12, 2015 at 13903 South 47th Street, Bellevue, 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. 291 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to enter into a Water Main Extension Agreement with Metropolitan Utilities District for the construction of MUD Water Main Extensions –Whitetail Creek Phase 3 within the boundaries of the District, and shall be constructed as follows:

WATER MAIN EXTENSION AGREEMENT

District Job No. 100055001137. 100055001140 & 100057000415

THIS AGREEMENT is entered into on _____ 20 between the METROPOLITAN UTILITIES DISTRICT OF OMAHA, NEBRASKA, ("District") and Sanitary Improvement District #291 of Sarpy County ("Applicant").

In consideration of the Applicant's payment of One Million Nineteen Thousand Six Hundred Forty One and 00/100 Dollars ($ 1,019.641.00) to the District, receipt of which is acknowledged, the District shall install, as soon as is reasonably possible,

100055001137 - Install 4600[1]+1- of 8" & 7660[1]+1- of 6" D.I.P.J. water main in Whitetail Creek Subdivision at 188th St and Giles Rd. to serve lots 239-477 ($536,500)

100055001140 - Install 50'+/- of 8" water main in 188th St. and 190th St at Giles Rd. for 8" connections to the 36" water approach main ($30,000)

100057000415 - Install 2700[1]+/- of 36" water approach main in Giles Rd. from 192nd St to 186th St to serve Whitetail Creek Subdivision ($1,147,010) (12' equiv. cost $323,422 [28 2%] of 36°)

as shown on the attached plat marked Exhibit "A", together with such appurtenances, as the District deems necessary (the "main° or 'mains'). This consideration includes (1) the estimated (equivalent) cost of the main installation ($ 889 922) and (2) the (estimated) contributions to other pioneer mains ($ 129.719 j. The estinated total cost of the main installation is $ 1 713.510 of which cost the District shall assume $ 823.588 , which is the estimated difference in cost between a 12" 8' & 6' main required and a 36" 8" & 6 " main installed.

If the estimated (equivalent) cost for the installation of the main or the *estimated* contributions to other pioneer mains, or both, are not sufficient to cover the actual costs and/or contributions, Applicant shall pay to

Exhibit "A"

the District the actual costs and/or contributions, over the estimated costs and/or contributions. The District may refuse service from the main until such payment(s) has/have been made. If the actual (equivalent) cost for the *installation* of the main and appurtenances or the estimated contributions to other pioneer mains, or both, are less than the amount paid, the difference, of either or both, whichever the case may be, shall be refunded to the Applicant.

The Applicant shall not change the location or grade of the street(s) over which Applicant has control, as shown on Exhibit 'A°. The Applicant shall grade the street(s) to conform to Exhibit °A" before the main installation. Where streets will not be paved, the right-of-way (°R.O.W.") shall be graded to conform to the grade that has been legally established by the appropriate governing body. Where the grade has not been established, the grade shall be satikfuLtury to the District Where streets are to be paved, the District shall not begin the main installation until the Applicant has completed street paving, storm sewer inlet installation and finish grading of the R.O.W. If, within five (5) years from date the main installation is placed in service, the District deems it necessary to relocate, lower or raise the grade of all or part of the main as a result of the Applicant's failure to have brought the street(s) to grade before the main installation or a change in the grade or location of the street(s), then the Applicant shall pay the District's costs of raising, lowering or relocating the main.

The main installed under this Agreement, referred to as District Job No. 100057000415 and the main installed under a prior Agreement contributed to by Applicant designated as District Job No. 100057000280 are designated 'pioneer approach main(s). Before water is supplied to subsequent applicants that are required to contribute to these mains under the Districts Water Rules and Regulations, the District shall collect such contributions and pay to the Applicant or Applicants successor in interest in accordance with the Districts Water Rules and Regulations. The *District* shall make no refunds more than twenty (20) years after the main extension agreement is approved by the District The District shall refuse connection to the water main until the contributions are paid. Applicant shall not make claim for the repayment of any amount paid by Applicant. except as provided herein.

The main shall be owned by and under the control of the District, its successors and assigns.

The District shall use reasonable efforts to avoid damaging or removing erosion control measures. The District may remove erosion control measures if the District determines that such measures interfere with the installation, repair or maintenance of the Districts mains. The Applicant shall repair or replace erosion control measures after the District has completed the part of the main installation that required damage to or removal of the erosion control measures. The District shall not be responsible for damage to or removal of erosion control measures and shall not be responsible to repair or replace them. The Applicant shall indemnify the District from all liabilities, federal, state, local or personal, that may arise due to such damage or removal.

This main installation is subject to the approval of the Districts Board of Directors. If the installation is not approved, this Agreement is void. If the Applicant cancels this Agreement or fails to perform under it, the Applicant shall pay the Districts design costs and all other costs and expenses incurred.

Applicant shall not landscape or allow anyone else to landscape in the street right-of-way or in easements obtained for main installation prior to the main installation. If Applicant does so, the District may remove any landscaping necessary for installation of the water mains. Applicant shall pay the additional costs of main installation caused by such landscaping. Landscaping is defined as the placing of any decorative materials, including but not limited to, the planting of trees or shrubbery and the placing of large rocks or other large decorative objects.

This Agreement is conditioned upon receipt of all permits and easements necessary for the main installation.

If the main installation is delayed due to severe cold weather or when there is more than eight (8) inches of frost in the ground, the Districts Contractor shall not be required to work on the project without additional compensation and/or an appropriate time extension.

The outer boundaries of the areas which may be subject to special assessment for said improvements are the same as the outer boundaries of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska.

Said plans and specifications have been reviewed by Lamp Rynearson & Associates, Inc., 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 $1,328,574.00.

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

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

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

SANITARY AND IMPROVEMENT DISTRICT
NO. 291 OF SARPY COUNTY, NEBRASKA

Loren Johnson, Chairman

Jim Emmons, Clerk

Publication Dates: July 29 and August 5, 2015.

AGENDA

SANITARY AND IMPROVEMENT DISTRICT NO. 291 OF DOUGLAS COUNTY, NEBRASKA HELD ON JULY 24, 2015

1. Present Open Meeting Laws.

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

a) Lamp Rynearson & Associates for engineering services. (#46)	$1,405.35
b) Omaha Public Power District for electrical services. (#0720231732)	$2,089.17
c) Kuehl Capital Corporation for advisory structuring fees for the General Fund warrants issued at this meeting. (2.5%)	$87.36
d) First National Capital Markets for underwriting fees for the General Fund warrants issued at this meeting. (1.5%)	$53.73

3635.61

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

a) L.G. Roloff Construction Company, Inc. for Pay Estimate No. 1 in connection with Sanitary Sewer, Storm Sewer and Paving - Section III, along with Sarpy County approval.	$177,254.64
b) Fullenkamp Doyle & Jobeun for legal services in connection with Sanitary Sewer, Storm Sewer and Paving - Section III.	$9,403.88
c) Thiele Geotech, Inc. in connection with Sanitary Sewer - Section III. (#53286)	$272.00
d) McArdle Grading Company in connection with Sanitary Sewer, Storm Sewer and Paving - Section III. (#12635)	$19,992.68
e) Lamp Rynearson & Associates for engineering services in connection with Sanitary Sewer, Storm Sewer and Paving - Section III and Underground Service. (#2)	$46,624.78
f) Kuehl Capital Corporation for advisory structuring fees for the Construction Fund warrants issued at this meeting. (2.5 %)	$6,338.69

g) First National Capital Markets for underwriting fees for the Construction Fund warrants issued at this meeting. (1.5%) $3,898.30

h) Kuehl Capital Corporation for Financial Advisor/Fiscal Agent Services for Year 2014-2015. (#1377) $6,000.00

269,784.97

5. Present proposed Resolution of Necessity for the District entering into a Water Main Extension Agreement for MUD Water Main Extension for Whitetail Creek Phase 3; order hearing to be held and necessary publications for same.