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 12th day of August 2015.

Chairperson

Clerk

TRUSTEES OF SANITARY AND IMPROVEMENT DISTRICT NO. 291 OF SARPY COUNTY, NEBRASKA HELD ON AUGUST 12, 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 August 12, 2015 at 13903 So. 47th Street, Bellevue, 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 29 and August 5, 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 Clerk then announced that the last publication of the notice of this meeting was more than five days prior to the time set by the Board of Trustees for public hearing, as set forth in the Proof of Publication. The Clerk further announced that notice had been posted in three conspicuous places within the District and filed his Certificate to that effect, said Certificate being attached to these minutes and made a part hereof by this reference.

The Clerk then stated that no petition opposing the Resolution of Necessity had been filed by any of the property owners within the District nor by any other person and no person appeared at the meeting or made any objections to the proposed Resolution of Necessity.

The Trustees then voted "aye" and passed and adopted the proposed Resolution of

Advisability and Necessity, the same being the Resolution adopted in form at the meeting of the Board of Trustees held on August 12, 2015, which Resolution is set forth in full in the Proof of Publication attached hereto; the Trustees then passed the following resolution:

> BE IT RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska that the Resolution of Necessity for the District entering into a Water Main Extension Agreement with MUD for MUD Water Main Extensions - Whitetail Creek Phase 3 be and hereby is approved as proposed at the meeting of the Board of Trustees held on August 12, 2015.

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) Metropolitan Utilities District in connection with MUD Water Main Extensions- Whitetail Creek Phase 3.	$1,019,641.00
b) Fullenkamp Doyle & Jobeun for legal services in connection with MUD Water Main Extensions - Whitetail Creek Phase 3.	$51,185.33
c) Kuehl Capital Corporation for advisory structuring fees for the Construction Fund warrants issued at this meeting. (2.5 %)	$26,770.65
d) First National Capital Markets for underwriting fees for the Construction Fund warrants issued at this meeting. (1.5%)	$16,463.95
Total	$1,114,060.93

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. 1003 through 1115, 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 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 August 12, 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. 1003 through 1103, inclusive, each for $10,000.00 and Warrant No. 1104 for $9,641.00 all payable to Metropolitan Utilities District in connection with MUD Water Main Extensions - Whitetail Creek Phase 3.

2) Warrant No. 1105 through 1109, inclusive, each for $10,000.00 and Warrant No. 1110 for $1,185.33 all payable to Fullenkamp Doyle & Jobeun for legal services in connection with Mud Water Main Extensions - Whitetail Creek Phase 3.

3) Warrant No. 1111 and 1111 each for $10,000.00 and Warrant No. 1113 for $6,770.65 all payable to Kuehl Capital Corporation for advisor fees for Construction Fund warrants issued at this meeting.

4) Warrant No. 1114 for $10,000.00 and Warrant Nno. 1115 for $6,463.94 payable to First National Capital Markets for underwriting fees for Construction Fund warrants issued at this meeting.

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.

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

Loren Johnson, Chairman

Jim Emmons, Clerk

AFFIDAVIT OF PUBLICATION

:E OF NEBRASKA }
} SS.
.ty of Sarpy }

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

dnesday, July 29, 2015 Bellevue Leader
reafter, Wednesday, August 5, 2015 Bellevue Leader

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

ɔn Barenklau OR Ron Petak
ɔlisher Executive Editor

day's Date 8-5-2015
ɡned in my presence and sworn to before me:

ɔtary Public

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

rinter's Fee $ 203.28
ustomer Number: 40972
ɔrder Number: 0001878796

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 ("Appliant").

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 46001+/- of 8" & 76601+/- of 6" D/P.J. war main in Whitetail Creek Subdivision at 188th St and Giles Rd, to serve lots 239-477 ($536,500)

100055001140 - Install 517+/- 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+/- 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 [28.21%] 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). The estimated 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 the District the actual costs and/or contributions, over the estimated c sts 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 satisfactory 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 Applicants 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 Disbicts 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

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 Disbicts 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.

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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.

1878796; 7/29, 8/5

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 August 12, 2015 at 13903 So. 47th Sttreet, Bellevue, Nebraska.

DATED this 12th day of August 2015.

Paula Johnson

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 August 12, 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 29 and August 5, 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

CERTIFICATE

The undersigned Clerk of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska does hereby certify that notice was posted in three conspicuous places within the District with regard to the District entering into a Water Main Extension Agreement with MUD for the construction of MUD Water Main Extensions - Whitetail Creek - Phase 3.

Clerk

FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA NEBRASKA 68144
SANITARY AND IMPROVEMENT
DISTRICT NO. 291
OF SARPY COUNTY, NEBRASKA

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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). The estimated total cost of the main installation is $ 1 713.510 of which cost the District shall as-

sume $ 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 the District the actual costs and/or contributions, over the estimated c sts 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 Applicants 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 coiled 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 Disbicts 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 assess-

ments 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.
1878796; 7/29, 8/5

The Omaha World-Herald Ad Order Confirmation

Ad Content

Ad Number 0001878796-01

Sales Rep. ewhite

Order Taker ewhite

Ad Type SNI Legals

Ad Size
: 1.0 X 264 Li

PO Number SID 291

Color B&W

Promo Type

Customer
FULLENKAMP, DOYLE & JOBE

Customer Account
40972

Customer Address
ATTN: BRIANNA M JOHNSON,
OMAHA NE 68144 USA

Customer Phone
(402)334-0700

Ordered By
Debbie Leach

Special Pricing
None

Invoice Text
SID 291

Materials

Ad Order Notes

Tear Sheets	Proofs	Blind Box
0	0	

Net Amount	Total Amount
$203.28	$203.28

Payment Method

Payment Amount	Amount Due
$0.00	$203.28

Product Information	Placement/Classification	Run Dates	# Inserts	Cost
SNI Classified::	Bellevue Legals	7/29/2015, 8/5/2015	2	$203.28
	SNI Legals Bellevue-Appears			

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

7/24/15
PUD 7/29 - 8/5
MB 8/12/15

Enclosures

c: Loren Johnson

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

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'+/- of 8" & 7660'+/- 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" D.I.P.J. 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'+/- 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_). The estimated 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 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 satisfactory 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 District's Water Rules and Regulations, the District shall collect such contributions and pay to the Applicant or Applicant's successor in interest in accordance with the District's 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 District's 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 District's 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 District's 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 District's Contractor shall not be required to work on the project without additional compensation and/or an appropriate time extension.

SANITARY & IMPROVEMENT DISTRICT
#291 of Sarpy County

Date: _____

By: _____
Board Chairman

_____
Printed Name & address

_____

_____

Phone Number: _____

By: _____
Board Clerk

_____
Printed Name & address

_____

_____

METROPOLITAN UTILITIES DISTRICT OF OMAHA:

By: _____
Senior Vice President, Operations

Date: _____

APPROVED AS TO FORM:

_____
Senior Vice President, General Counsel

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

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 ("Appliont").

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,

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This main installation is subject to the approval of the Disbicts 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.

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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.

Law Offices
FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NE 68144

334-0700
fax: 334-0815

August 12, 2015

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

STATEMENT FOR SERVICES RENDERED

In re:

MUD Water Main Extensions - Whitetail Creek Phase 3	$50,982.05
Expenses: publication costs	203.28
Total Amount Due:	**$51,185.33**

AGENDA

SANITARY AND IMPROVEMENT DISTRICT NO. 291 OF DOUGLAS COUNTY, NEBRASKA HELD ON AUGUST 12, 2015

1. Present Open Meeting Laws.

2. Vote on and approve Resolution of Necessity for the District entering into a Water Main Extension Agreement with MUD for MUD Water Main Extension for Whitetail Creek Phase 3; being the same Resolution adopted in form at the meeting of the Board of Trustees held on July 24, 2015.

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

a) Metropolitan Utilities District in connection with MUD Water Main Extensions - Whitetail Creek Phase 3.	$1,019,641.00
b) Fullenkamp Doyle & Jobeun for legal services in connection with MUD Water Main Extensions - Whitetail Creek Phase 3.	$51,185.33
c) Kuehl Capital Corporation for advisory structuring fees for the Construction Fund warrants issued at this meeting. (2.5 %)	$26,770.65
d) First National Capital Markets for underwriting fees for the Construction Fund warrants issued at this meeting. (1.5%)	$16,463.95