

CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of Sanitary and Improvement District Number 299 of Sarpy County, Nebraska, (the "District") and hereby further certify as follows:

1. Annexed to this certificate is a true and correct transcript of the proceedings of the Board of Trustees of the District relating to a meeting of said District held on the date and at the time reflected in the meeting minutes contained in said foregoing transcript (the "Meeting"). All of the proceedings of the District and of the Board of Trustees thereof which are set out in the annexed and foregoing transcript have been fully recorded in the journal of proceedings of the District and the undersigned District Clerk has carefully compared the annexed and foregoing transcript with said journal and with the records and files of the District which are in such Clerk's official custody and said transcript is a full, true and complete copy of said journal, records and files which are set out therein.

2. Advance notice for the Meeting was given by publication as set forth in the affidavit of publication contained in the foregoing transcript and was mailed to the Clerk of the municipality or county within whose zoning jurisdiction the District is located at least seven days prior to the date of the Meeting. Advance notice for the Meeting, including notice of agenda subjects, was given to all members of the Board of Trustees. All news media requesting notification of meetings of said body were provided with advance notice of the times and places of such meetings and the subjects to be discussed.

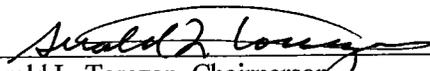
3. All of the subjects addressed at the Meeting were contained in the agenda for the Meeting, which agenda was kept continually current and readily available for public inspection at the address listed in the meeting notice for the Meeting and a copy of which is attached to this Certificate; such subjects were contained in said agenda for at least 24 hours prior to the Meeting and each agenda item was sufficiently descriptive to give the public reasonable notice of the matters to be considered at the Meeting.

4. A current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during the Meeting in the room in which such Meeting was held and all in attendance at the Meeting were informed that such copy of the Nebraska Open Meetings Act was available for review and were informed of the location of such copy in the room in which such Meeting was being held. At least one copy of all resolutions and other reproducible written materials, for which actions are shown in said proceedings, was made available for examination and copying by members of the public at the Meeting.

5. The minutes of the Meeting were in written form and available for public inspection within ten (10) working days after the Meeting or prior to the next convened meeting, whichever occurred earlier, at the office of the District; within thirty (30) days after the date of the Meeting, a copy of the minutes of the Meeting was sent to the Clerk of the municipality or county within whose zoning jurisdiction the District is located.

6. No litigation is now pending or threatened to restrain or enjoin the District from the issuance and delivery of any warrants or other obligations issued by the District or the levy and collection of tax or other revenues or relating to any of the improvements for which any such warrants or other obligations were or are issued nor in any manner questioning the proceedings and authority under which any such warrants or other obligations were or are issued or affecting the validity thereof; neither the corporate existence or boundaries of the District nor the title of its present officers to their respective offices is being contested; no authority or proceedings for the issuance of any warrants or other obligations by the District have been repealed, revoked or rescinded as of the date hereof. All actions taken by the Board of Trustees referred to in said transcript were taken at a public meeting while open to the attendance of the public.

IN WITNESS WHEREOF, we have hereunto affixed our official signatures this 7th day of July
2016.


Gerald L. Torczon, Chairperson


Doris Nicholson, Clerk

SANITARY IMPROVEMENT DISTRICT NO. 299
OF
SARPY COUNTY, NEBRASKA
BOARD OF TRUSTEES MEETING
July 7, 2016

MINUTES

PRESENT: Gerald L. Torczon, Doris Nicholson, John Torczon, Jeff Torczon and Neil Smith

ABSENT: None

LOCATION: Birchwood Homes, Inc., 11205 S. 150th Street, Suite 100, Omaha, Nebraska

TIME: 2:00 p.m.

Notice was given in advance thereof by publication in the Papillion Times, the designated method for giving notice on June 22, 2016 and June 29, 2016 a copy of the proof of publication being attached to these minutes, as well as by posting in three conspicuous places within the District, a copy of the certificate of posting being attached to these minutes. Notice of this meeting was 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 of the Trustees of this meeting. All proceedings of the Board were taken while the convened meeting was open to the attendance of the public.

The Clerk publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy in the room where the meeting was being held.

The Chairperson advised that the first order of business was to move for the adoption of the Resolution of Necessity for OPPD - Section 3 proposed for adoption at the meeting of the Board of Trustees held on June 21, 2016 be adopted.

Trustee Doris Nicholson seconded the motion and on roll call the following voted in favor of the same: Gerald L. Torczon, Doris Nicholson, John Torczon, Jeff Torczon and Neil Smith.

The following vote nay: None.

Thereupon, the Chairperson declared the motion carried and said resolution was passed and adopted.

The Chairperson then advised that warrant no. G-15-640 issued to Commercial Seeding Contractors at the September 29, 2015 meeting had been lost and said warrant would need to be voided and a new warrant issued. After some minimal discussion, Trustee Jeff Torczon introduced the following Resolution and moved its adoption:

BE IT RESOLVED by the Chairperson and the Board of Trustees of Sanitary and Improvement District No. 299 of Sarpy County, Nebraska that the Chairperson and Clerk be and they hereby are authorized and directed to void warrant no. G-15-640 and issue a new warrant payable to Commercial Seeding Contractors.

Trustee Doris Nicholson seconded the motion and on roll call the following voted in favor of the same: Gerald L. Torczon, Doris Nicholson, John Torczon, Jeff Torczon and Neil Smith.

The following vote nay: None.

Thereupon, the Chairperson declared the motion carried and said resolution was passed and adopted.

The Chairperson then presented the following statements and recommended the issuance of general fund warrants in payment thereof.

Commercial Seeding Contractors	\$11,600.00
Commercial Seeding Contractors	\$ 682.43
OPPD	\$ 4,257.35
Clean Sweep Commercial, Inc.	\$ 600.00
Municipal Capital Advisors LLC	\$ 171.40
DA Davidson	\$ 685.59

Trustee Gerald L. Torczon introduced the following resolution and moved its adoption:

BE IT RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 299 of Sarpy County, Nebraska, that the Chairperson and Clerk be and they hereby are authorized and directed to execute and deliver **Warrant No. G-16-1134 through G-16-1140** of the District dated the date of this meeting and to draw interest at the rate of Seven (7%) per annum (interest to be payable on May 15th of each year) and to be redeemed no later than **July 7, 2019**, 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:

- Warrant No. G-16-1134 in the amount of \$10,000.00 payable to Commercial Seeding Contractors**
- Warrant No. G-16-1135 in the amount of \$1,600.00 payable to Commercial Seeding Contractors**
- Warrant No. G-16-1136 in the amount of \$682.43 payable to Commercial Seeding Contractors**
- Warrant No. G-16-1137 in the amount of \$4,257.35 payable to OPPD**
- Warrant No. G-16-1138 in the amount of \$600.0 payable to Clean Sweep Commercial, Inc.**
- Warrant No. G-16-1139 in the amount of \$171.40 payable to Municipal Capital Advisors LLC**
- Warrant No. G-16-1140 in the amount of \$685.59 payable to D A Davidson**

Trustee Doris Nicholson seconded the motion and on roll call the following voted in favor of the same: Gerald L. Torczon, Doris Nicholson, John Torczon, Jeff Torczon and Neil Smith.

The following vote nay: None.

Thereupon, the Chairperson declared the motion carried and said resolution was passed and adopted.

The Chairperson then presented the following statements and recommended the issuance of a bond fund warrants in payment thereof.

Omaha World-Herald	\$ 271.04
OPPD	\$141,750.00
Utilities Service Group	\$ 2,485.60
Anchor Construction Company	\$112,825.35
Luxa Construction Co., Inc.	\$580,307.76
Adams & Sullivan, P.C., L.L.O.	\$ 7,087.50
Municipal Capital Advisors LLC	\$ 8,447.27
D A Davidson	\$ 33,789.09

Trustee John Torczon introduced the following resolution and moved its adoption:

BE IT RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 299 of Sarpy County, Nebraska, that the Chairperson and Clerk be and they hereby are authorized and directed to execute and deliver **Warrant Nos. C-16-1141 through C-16-1234** of the District dated the date of this meeting and to draw interest at the rate of Seven (7%) per annum (interest to be payable on May 15th of each year) and to be redeemed no later than **July 7, 2021**, 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:

- Warrant No. C-16-1141 in the amount of \$271.04 payable to Omaha World-Herald**
- Warrant No. C-16-1142 in the amount of \$10,000.00 payable to OPPD**
- Warrant No. C-16-1143 in the amount of \$10,000.00 payable to OPPD**
- Warrant No. C-16-1144 in the amount of \$10,000.00 payable to OPPD**
- Warrant No. C-16-1145 in the amount of \$10,000.00 payable to OPPD**
- Warrant No. C-16-1146 in the amount of \$10,000.00 payable to OPPD**
- Warrant No. C-16-1147 in the amount of \$10,000.00 payable to OPPD**
- Warrant No. C-16-1148 in the amount of \$10,000.00 payable to OPPD**
- Warrant No. C-16-1149 in the amount of \$10,000.00 payable to OPPD**
- Warrant No. C-16-1150 in the amount of \$10,000.00 payable to OPPD**
- Warrant No. C-16-1151 in the amount of \$10,000.00 payable to OPPD**
- Warrant No. C-16-1152 in the amount of \$10,000.00 payable to OPPD**
- Warrant No. C-16-1153 in the amount of \$10,000.00 payable to OPPD**
- Warrant No. C-16-1154 in the amount of \$10,000.00 payable to OPPD**
- Warrant No. C-16-1155 in the amount of \$10,000.00 payable to OPPD**
- Warrant No. C-16-1156 in the amount of \$1,750.00 payable to OPPD**
- Warrant No. C-16-1157 in the amount of \$2,485.60 payable to Utilities Service Group**
- Warrant No. C-16-1158 in the amount of \$10,000.00 payable to Anchor Construction Company**
- Warrant No. C-16-1159 in the amount of \$10,000.00 payable to Anchor Construction Company**
- Warrant No. C-16-1160 in the amount of \$10,000.00 payable to Anchor Construction Company**
- Warrant No. C-16-1161 in the amount of \$10,000.00 payable to Anchor Construction Company**
- Warrant No. C-16-1162 in the amount of \$10,000.00 payable to Anchor Construction Company**
- Warrant No. C-16-1163 in the amount of \$10,000.00 payable to Anchor Construction Company**
- Warrant No. C-16-1164 in the amount of \$10,000.00 payable to Anchor Construction Company**
- Warrant No. C-16-1165 in the amount of \$10,000.00 payable to Anchor Construction Company**

Warrant No. C-16-1211 in the amount of \$10,000.00 payable to Luxa Construction Co., Inc.
Warrant No. C-16-1212 in the amount of \$10,000.00 payable to Luxa Construction Co., Inc.
Warrant No. C-16-1213 in the amount of \$10,000.00 payable to Luxa Construction Co., Inc.
Warrant No. C-16-1214 in the amount of \$10,000.00 payable to Luxa Construction Co., Inc.
Warrant No. C-16-1215 in the amount of \$10,000.00 payable to Luxa Construction Co., Inc.
Warrant No. C-16-1216 in the amount of \$10,000.00 payable to Luxa Construction Co., Inc.
Warrant No. C-16-1217 in the amount of \$10,000.00 payable to Luxa Construction Co., Inc.
Warrant No. C-16-1218 in the amount of \$10,000.00 payable to Luxa Construction Co., Inc.
Warrant No. C-16-1219 in the amount of \$10,000.00 payable to Luxa Construction Co., Inc.
Warrant No. C-16-1220 in the amount of \$10,000.00 payable to Luxa Construction Co., Inc.
Warrant No. C-16-1221 in the amount of \$10,000.00 payable to Luxa Construction Co., Inc.
Warrant No. C-16-1222 in the amount of \$10,000.00 payable to Luxa Construction Co., Inc.
Warrant No. C-16-1223 in the amount of \$10,000.00 payable to Luxa Construction Co., Inc.
Warrant No. C-16-1224 in the amount of \$10,000.00 payable to Luxa Construction Co., Inc.
Warrant No. C-16-1225 in the amount of \$10,000.00 payable to Luxa Construction Co., Inc.
Warrant No. C-16-1226 in the amount of \$10,000.00 payable to Luxa Construction Co., Inc.
Warrant No. C-16-1227 in the amount of \$10,000.00 payable to Luxa Construction Co., Inc.
Warrant No. C-16-1228 in the amount of \$307.76 payable to Luxa Construction Co., Inc.
Warrant No. C-16-1229 in the amount of \$7,087.50 payable to Adams & Sullivan, PC, LLO
**Warrant No. C-16-1230 in the amount of \$8,447.27 payable to Municipal Capital Advisors
LLC**

Warrant No. C-16-1231 in the amount of \$10,000.00 payable to D A Davidson
Warrant No. C-16-1232 in the amount of \$10,000.00 payable to D A Davidson
Warrant No. C-16-1233 in the amount of \$10,000.00 payable to D A Davidson
Warrant No. C-16-1234 in the amount of \$3,789.09 payable to D A Davidson

Trustee Doris Nicholson seconded the motion and on roll call the following voted in favor of the same: Gerald L. Torczon, Doris Nicholson, John Torczon, Jeff Torczon and Neil Smith.

The following vote nay: None.

Thereupon, the Chairperson declared the motion carried and said resolution was passed and adopted.

Trustee John Torczon then introduced the following resolutions and moved their adoption:

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 299 of Sarpy County, Nebraska, that both they and the district hereby find and determine and covenant, warrant and agree as follows: the improvements and/or facilities being financed or refinanced by the above Warrants are for essential governmental functions and are designed to serve members of the general public on an equal basis; 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; 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; 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; 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; none of the proceeds of said Bonds or any refinanced indebtedness have been or will be loaned to any private person or entity; the District hereby authorizes and directs the

Chairperson 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, pertaining to the above Warrants; 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 above Warrants.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 299 of Sarpy County, Nebraska, that the District hereby covenants, warrants and agrees as follows: (a) to take all actions necessary under current federal law to maintain the tax-exempt status (as to taxpayers generally) of interest in the above warrants that are a charge against the construction account of the District; and (b) to the extent that it may lawfully do so, the District hereby designates the above warrants that are a charge against the construction account of the District as its "qualified tax-exempt obligations" under Section 265 (b) (3) (B) (i) (III) of the Internal Revenue Code of 1986 as amended and covenants and warrants that the District does not reasonably expect to issue warrants or bonds or other obligations aggregating in the principal amount of more than \$10,000,000 during the calendar year in which the above warrants are to be issued.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 299 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 above warrants and the District and the Chairman and Clerk of the District hereby further certify, as of the date of the registration of the above warrants with the County Treasurer of Sarpy County, Nebraska, as follows:

1. No separate reserve or replacement fund has been or will be established with respect to the above warrants. The District reasonably anticipates that monies in its Bond Fund reasonably attributable to the above warrants in excess of the lessor of: (a) 10% of the net principal proceeds of the above warrants, (b) the maximum annual debt service due on the above warrants or (c) 125% of annual debt service due on the above warrants will be expended for payment of principal of an interest on the above warrants within thirteen months after receipt of such monies. That amount which is currently held in the District's Bond Fund which exceeds the amount which is to be expended for payment of principal and interest on the above warrants within thirteen 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 above warrants.

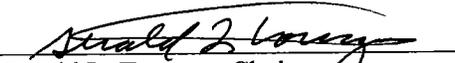
2. To the best of their knowledge, information and belief, the above expectations are reasonable.

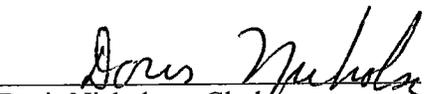
3. The District has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its bonds.

4. The Certificate is being passed, executed and delivered pursuant to Sections 1.148-2(b)(2) of the Income Tax Regulations under the Internal Revenue Code of 1986, as amended.

Thereupon, the Chairperson declared the motion carried and said resolution was passed and adopted.

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


Gerald L. Torczon, Chairperson


Doris Nicholson, 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, equal newspapers of general circulation in Sarpy County, Nebraska, and published herein; 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 his 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, June 22, 2016 Papillion Times
Hereafter, Wednesday, June 29, 2016 Papillion Times

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

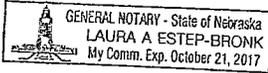
Handwritten signature of Ron Petak

Shon Barenklau OR Ron Petak
Publisher Executive Editor

Today's Date 6-29-16
Signed in my presence and sworn to before me:

Handwritten signature of Notary Public

Notary Public



Printer's Fee \$ 271.04
Customer Number: 26207
Order Number: 0001957754

ADAMS & SULLIVAN, P.C., L.L.O.
ATTORNEYS AT LAW
1246 GOLDEN GATE DRIVE, SUITE 1
PAPILLION, NE 68046

NOTICE OF MEETING
SANITARY AND IMPROVEMENT
DISTRICT NO. 299
OF SARPY COUNTY, NEBRASKA

Notice is hereby given that a meeting of the Chairperson and Board of Trustees of Sanitary and Improvement District No. 299 of Sarpy County, Nebraska, held at 2:00 p.m. on June 21, 2016 there was introduced and placed on file the Resolution of Necessity hereinafter set forth, which Resolution will be considered for passage by the Chairperson and the Board of Trustees at a meeting to be held at 1246 Golden Gate Drive, Suite 1, Papillion, Nebraska on the 7th day of July 2016 at 2:00 p.m., at which time and place the Chairperson and Board of Trustees will hear objections as to the passage of said Resolution, and to the making of the improvements proposed.

The meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for inspection at the principal office of the Board at the above address. Such Agenda includes payment of the bills of the District and the consideration and passing (or amending and passing) said Resolution. Thereafter, the Resolution may be amended or passed as proposed. Any petition opposing the Resolution of Necessity shall be filed with the Clerk of the District at 1246 Golden Gate Drive, Suite 1, Papillion, Nebraska, within three days before the date of the meeting for the hearing on the proposed Resolution of Necessity.

Said Resolution is as follows:
RESOLUTION OF NECESSITY

BE IT RESOLVED the Chairman and Board of Trustees of Sanitary and Improvement District No. 299 of Sarpy County, Nebraska find and determine that it is necessary and advisable for the District to contract with the Omaha Public Power District for the installation and operation of an electrical distribution system in the District - Section 3 per the Underground Service Agreement in the District as follows:
UNDERGROUND SERVICE AGREEMENT

OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska ("OPPD") and SANITARY IMPROVEMENT DISTRICT NO. 299 of Sarpy County ("SID") agree as follows:

- 1. Installation of Facilities.
1.1 In accordance with the terms and conditions of this Agreement, OPPD shall install underground electric service distribution lines, underground individual service lines, and related equipment ("Facilities") to serve 105 single family dwelling units in the SID, also known as Aspen Creek Ph 3 constructed or to be constructed on the individual lots listed on the attached Exhibit "A".
1.2 Underground service lines from underground distribution lines to individual lots or dwelling units will be provided by OPPD from a point of connection on the dwelling unit to OPPD's nearest point of power supply. Prior to or at the time of installation of the underground service line to a lot or dwelling, the lot/dwelling owner or builder will be responsible for providing and installing a service conduit from OPPD pedestal to the meter socket for every individual lot in the subdivision per OPPD Meter Manual specifications.
2. Timing and Coordination.
2.1 Simultaneously with execution of this Agreement, SID shall provide to OPPD written notice as to the earliest date that improvements within the SID will be ready for installation of the Facilities ("Ready Date").
2.2 OPPD may commence installation of the Facilities anytime after the Ready Date, provided all other conditions of this Agreement first have been met by SID.
2.3 In order to minimize construction costs and avoid disruption of the Facilities, OPPD and SID agree that the Facilities shall be installed by OPPD in coordination

the easement area. The area within which the Facilities are installed may be used for gardens and shrubbery that do not interfere with the operation and maintenance of the Facilities.

7. Interruption of OPPD Work. If, after notice of the Ready Date, the installation of the Facilities is delayed due to a cause other than the fault of OPPD or a Force Majeure Event (as hereinafter defined), then, for each such incident, SID shall pay to OPPD, as liquidated damages and not as a penalty, the sum of \$2,500 in order to compensate OPPD for interruption of its construction forces.

8. Street Lighting. SID may request the installation of electric facilities by OPPD for streetlights. OPPD and SID shall enter into a separate agreement for the installation of such facilities upon approval by appropriate authorities and coordination of necessary pre-construction requirements by SID.

9. Force Majeure. Neither party shall be responsible for delays in installation of the Facilities that result from unforeseeable causes beyond the reasonable control of a party, including but not limited to floods, labor disputes and material shortages ("Force Majeure Event"). A party affected by a Force Majeure Event shall provide written notice thereof to the other party and take reasonable steps to resume performance upon cessation of the Force Majeure Event.

10. Indemnification. To the maximum extent permitted by law, SID shall indemnify and defend OPPD, and its directors, officers, and employees, from and against all claims, suits, liability, expense or damage, including reasonable attorney's fees and court costs, (collectively, "Claims"), for damage to property, injury to persons (including death), and any other Claims arising from the negligence or intentional wrongdoing of the SID, or any of its contractors, officers, agents or employees; provided, however, the indemnification provided hereunder shall not apply if such claims, suits, liability, expense or damage are caused solely by the negligence of a person or entity indemnified hereunder. Neither party shall be liable for any punitive, consequential, or incidental damages, or lost profits.

11. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns; provided, neither party may assign or otherwise transfer this Agreement or the rights or privileges herein granted to a third party without the prior written consent of the other party.

12. Notices. All notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by facsimile transmission followed by written confirmation of receipt, sent by overnight commercial air courier or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at their addresses or facsimile numbers set forth on Exhibit "B" hereto (which exhibit may be changed by time to time by notice of either party).

13. Governing Law. This Agreement shall be governed by and interpreted in accordance with Nebraska law, without regard to its conflict of laws principles.

14. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. All prior agreements, representations, statements, and negotiations are hereby superseded. This Agreement may be amended only by writing executed by both parties. SID represents and warrants that the execution of this Agreement has been authorized by a resolution of its Board of Trustees, and that the SID is fully empowered to enter into this Agreement with OPPD.

This Agreement is executed in duplicate originals this ___ day of ___ 2016

OMAHA PUBLIC POWER DISTRICT
SANITARY IMPROVEMENT DISTRICT
NO. 299 of Sarpy County

By:
Name: Bill Lenagh
Title: Div. Mgr. Customer
Sales & Svc
1020169.3.12.30.13

That the plans and specifications for such construction have been prepared by Lamp Rymerson & Associates, consulting engineer appointed by the SID.

2.2. OPPD may commence installation of the Facilities in accordance with the Agreement first hereinafter set forth.

2.3. OPPD shall not be required to install the Facilities in sections smaller than deemed economical by OPPD. In its sole discretion, and shall complete the installation of the Facilities only to the point required to supply permanent electric service to the dwelling units built on lots included on the attached Exhibit "A".

3. Site Preparation.
3.1. Prior to commencement of work hereunder by OPPD, SID shall, at its sole expense, remove all trees, vegetation, and other surface or subsurface obstructions that may interfere with the installation of the Facilities, or that may pose a hazard to the future installation of the Facilities, as determined by OPPD's field inspection, hereunder by OPPD. SID shall complete the final grading of all lots listed on Exhibit "A", and shall mark all lots with readily identifiable markers (such as "T" posts and lot number indicators) satisfactory to OPPD. SID shall reimburse OPPD for all costs incurred in the relocation of Facilities.

3.3. OPPD shall not be responsible for the installation of Facilities until the equipment or service suppliers with which OPPD does not coordinate installation of the Facilities, including but not limited to gas and water suppliers, has been installed; provided, however, that the Facilities prior to completion of installation by the aforesaid suppliers and, in such event, SID shall reimburse OPPD for damage to, relocation or replacement of the Facilities arising from the installation of equipment by such suppliers and shall defend, indemnify and hold harmless OPPD and its contractors and employees in connection therewith.

4. Commencement of Construction. If SID requires the start-up of construction, or if dwellings are existing construction, SID before commencement of installation of the Facilities under the terms of this Agreement, then SID shall arrange for appropriate temporary facilities to supply electric power at the OPPD installation rates then in effect, and shall pay OPPD within temporary facilities prior to the installation thereof.

5. Payment.
5.1. Prior to commencement of installation of the Facilities, SID shall pay OPPD the sum of \$1350 per lot for each of the lots listed in Exhibit "A", for a total payment of \$141,750.00.

6. Property Rights.
6.1. SID shall grant to or secure for OPPD such easements or other property rights deemed necessary by OPPD in its sole discretion for the installation, operation and maintenance of the Facilities.

6.2. The easement (or other instrument) shall prohibit installation of any permanent buildings, structures, fences, rock walls, retaining walls or other obstructions within

the lots shown on the attached map and specifications for such construction, and shall require that all engineers employed by the District for such purpose, and on June 6, 2016, were filed with the Board of Trustees of the District. Said engineers have also made and on June 6, 2016, did file an estimate of the total costs of the proposed improvements, which costs as estimated by said engineers shall not exceed the sum of \$159,000.00.

To pay the costs of said improvements, the Board of Trustees, after such improvements have been completed and accepted shall have the power to issue negotiable bonds to be called "Sanitary and Improvement Bonds", payable and redeemable in interest as provided by the statutes of this State.

The facilities proposed by this Resolution are designed to serve members of the general public on an equal basis; ownership and operation of said facilities shall be with the District or another political subdivision, the development of the land in the district for sale and occupation by the general public shall proceed with reasonable speed.

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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.

By: _____
Name: Bill Papp
Title: Director, Customer Services & Support
20160912.30.13

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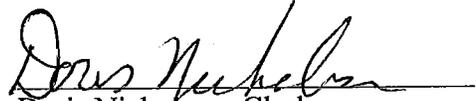
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By: _____
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Title: Director, Customer Services & Support
20160912.30.13

CERTIFICATE OF POSTING

I, the undersigned, Clerk of Sanitary and Improvement District No. 299 of Sarpy County, Nebraska, hereby certify that the notice of the pendency of the Resolution of Necessity for OPPD – Section 3, proposed at the meeting of the Chairperson and Board of Trustees of Sanitary and Improvement District No. 299 of Sarpy County, Nebraska, on the 21st day of June 2016 was posted by me on the 27th day of June 2016, in three conspicuous places in the district, in form as per the attached Notice.

I further certify that the said notice remained posted until the 7th day of July 2016.


Doris Nicholson, Clerk

ADAMS & SULLIVAN, P.C., L.L.O.
ATTORNEYS AT LAW
1246 GOLDEN GATE DRIVE, SUITE 1
PAPILLION, NE 68046

NOTICE OF MEETING
SANITARY AND IMPROVEMENT DISTRICT NO. 299
OF SARPY COUNTY, NEBRASKA

Notice is hereby given that a meeting of the Chairperson and Board of Trustees of Sanitary and Improvement District No. 299 of Sarpy County, Nebraska, held at 2:00 p.m. on June 21, 2016 there was introduced and placed on file the Resolution of Necessity hereinafter set forth, which Resolution will be considered for passage by the Chairperson and the Board of Trustees at a meeting to be held at 1246 Golden Gate Drive, Suite 1, Papillion, Nebraska on the 7th day of July 2016 at 2:00 p.m., at which time and place the Chairperson and Board of Trustees will hear objections as to the passage of said Resolution, and to the making of the improvements proposed. The meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for inspection at the principal office of the Board at the above address. Such Agenda includes payment of the bills of the District and the consideration and passing (or amending and passing) said Resolution. Thereafter, the Resolution may be amended or passed as proposed. Any petition opposing the Resolution of Necessity shall be filed with the Clerk of the District at 1246 Golden Gate Drive, Suite 1, Papillion, Nebraska, within three days before the date of the meeting for the hearing on the proposed Resolution of Necessity.

Said Resolution is as follows:

RESOLUTION OF NECESSITY

BE IT RESOLVED the Chairman and Board of Trustees of Sanitary and Improvement District No. 299 of Sarpy County, Nebraska find and determine that it is necessary and advisable for the District to contract with the Omaha Public Power District for the installation and operation of an electrical distribution system in the District - Section 3 per the Underground Service Agreement in the District as follows:

UNDERGROUND SERVICE AGREEMENT

OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska ("OPPD") and SANITARY IMPROVEMENT DISTRICT NO. 299 of Sarpy County ("SID") agree as follows:

1. Installation of Facilities.

1.1 In accordance with the terms and conditions of this Agreement, OPPD shall install underground electric service distribution lines, underground individual service lines, and related equipment ("Facilities") to serve 105 single family dwelling units in the SID, also known as Aspen Creek Ph 3 constructed or to be constructed on the individual lots listed on the attached Exhibit "A".

1.2 Underground service lines from underground distribution lines to individual lots or dwelling units will be provided by OPPD from a point of connection on the dwelling unit to OPPD's nearest point of power supply. Prior to or at the time of installation of the underground service line to a lot or dwelling, the lot/dwelling owner or builder will be responsible for providing and installing a service conduit from OPPD pedestal to the meter socket for every individual lot in the subdivision per OPPD Meter Manual specifications.

2. Timing and Coordination.

2.1 Simultaneously with execution of this Agreement, SID shall provide to OPPD written notice as to the earliest date that improvements within the SID will be ready for installation of the Facilities ("Ready Date").

2.2 OPPD may commence installation of the Facilities anytime after the Ready Date, provided all other conditions of this Agreement first have been met by SID.

2.3 In order to minimize construction costs and avoid disruption of the Facilities, OPPD and SID agree that the Facilities shall be installed by OPPD in coordination with the installation work of other service suppliers, including but not limited to cable television and telecommunications suppliers (collectively, "Third Party Suppliers"). SID understands that OPPD will allow Third Party Suppliers a reasonable period of time to commence installation of their facilities, but OPPD will not unreasonably postpone installation of the OPPD Facilities addressed in this Agreement in order to coordinate the installation work of Third Party Suppliers.

2.4 OPPD shall not be required to install the Facilities in sections smaller than deemed economical by OPPD, in its sole discretion, and shall complete the installation of the Facilities only to the point required to supply permanent electric service to constructed dwelling units built on lots contained within the boundaries depicted on the attached Exhibit "A".

3. Site Preparation.

3.1 Prior to commencement of work hereunder by OPPD, SID shall, at its sole expense, remove all trees, vegetation, and other surface or subsurface obstructions that may interfere with the installation of the Facilities, or that may pose a hazard to the future maintenance of the Facilities, as determined by OPPD in its sole discretion.

3.2 Prior to the commencement of work hereunder by OPPD, SID shall complete the final grading of all lots listed on Exhibit "A", and shall mark all lots with readily identifiable markers (such as "T" posts and lot number indicators) satisfactory to OPPD. SID shall reimburse OPPD for all costs incurred in the relocation of Facilities due to a change of grade or plat.

3.3 OPPD shall not commence installation of Facilities until the equipment of service suppliers with which OPPD does not coordinate installation of the Facilities, including but not limited to gas and water suppliers, has been installed; provided, however, at the written request of the SID, OPPD will install the Facilities prior to completion of installation by the aforesaid suppliers and, in such event, SID shall reimburse OPPD for damage to, relocation or replacement of the Facilities arising from the installation of equipment by such suppliers and shall defend, indemnify and hold harmless OPPD and its contractors and employees in connection therewith.

4. Service During Construction. If SID requires electric service during construction, or if dwellings are constructed within the SID before commencement of installation of the Facilities under the terms of this Agreement, then SID shall arrange for appropriate temporary facilities to supply electric power at the OPPD installation rates then in effect, and shall pay OPPD for such temporary facilities prior to the installation thereof.

5. Payment.

5.1 Prior to commencement of installation of the Facilities, SID shall pay OPPD the sum of \$1350 per lot for each of the lots listed in Exhibit "A", for a total payment of \$141,750.00.

6. Property Rights.

6.1 SID shall grant to or secure for OPPD such easements or other property rights deemed necessary by OPPD in its sole discretion for the installation, operation and maintenance of the Facilities.

6.2 The easement (or other instrument) shall prohibit installation of any permanent buildings, structures, trees, rock walls, retaining walls or other obstructions within the easement area. The area within which the Facilities are installed may be used for gardens and shrubbery that do not interfere with the operation and maintenance of the Facilities.

7. Interruption of OPPD Work. If, after notice of the Ready Date, the installation of the Facilities is delayed due to a cause other than the fault of OPPD or a Force Majeure Event (as hereinafter defined), then, for each such incident, SID shall pay to OPPD, as liquidated damages and not as a penalty, the sum of \$2,500 in order to compensate OPPD for interruption of its construction forces.

8. Street Lighting. SID may request the installation of electric facilities by OPPD for streetlights. OPPD and SID shall enter into a separate agreement for the installation of such facilities upon approval by appropriate authorities and coordination of necessary pre-construction requirements by SID.

9. Force Majeure. Neither party shall be responsible for delays in installation of the Facilities that result from unforeseeable causes beyond the reasonable control of a party, including but not limited to floods, labor disputes and material shortages ("Force Majeure Event"). A party affected by a Force Majeure Event shall provide written notice thereof to the other party and take reasonable steps to resume performance upon cessation of the Force Majeure Event.

10. Indemnification. To the maximum extent permitted by law, SID shall indemnify and defend OPPD, and its directors, officers, and employees, from and against all claims, suits, liability, expense or damage, including reasonable attorney's fees and court costs, (collectively, "Claims") for damage to property, injury to persons (including death), and any other Claims arising from the negligence or intentional wrongdoing of the SID, or any of its contractors, officers, agents or employees; provided, however, the indemnification provided hereunder shall not apply if such claims, suits, liability, expense or damage are caused solely by the negligence of a person or entity indemnified hereunder. Neither party shall be liable for any punitive, consequential, or incidental damages, or lost profits.

11. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns; provided, neither party may assign or otherwise transfer this Agreement or the rights or privileges herein granted to a third party without the prior written consent of the other party.

12. Notices. All notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by facsimile transmission followed by written confirmation of receipt, sent by overnight commercial air courier or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at their addresses or facsimile numbers set forth on Exhibit "B" hereto (which exhibit may be changed by time to time by notice of either party).

13. Governing Law. This Agreement shall be governed by and interpreted in accordance with Nebraska law, without regard to its conflict of laws principles.

14. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. All prior agreements, representations, statements, and negotiations are hereby superseded. This Agreement may be amended only by writing executed by both parties. SID represents and warrants that the execution of this Agreement has been authorized by a resolution of its Board of Trustees, and that the SID is fully empowered to enter into this Agreement with OPPD.

This Agreement is executed in duplicate originals this ____ day of _____ 2016

OMAHA PUBLIC POWER DISTRICT
By:
Name: Bill Lenagh
Title: Div. Mgr. Customer Sales & Svc
1020169.3 12.30.13

SANITARY IMPROVEMENT DISTRICT
NO. 299 of Sarpy County
By:
Name:
Title:

That the plans and specifications for such construction have been prepared by Lamp Rynearson & Associates, consulting engineers employed by the District for such purpose, and on June 6, 2016, were filed with the Board of Trustees of the District. Said engineers have also made and on June 6, 2016, did file an estimate of the total costs of the proposed improvements, which costs as estimated by said engineers are as follows:

Estimated total project cost \$199,000.00

To pay the costs of said improvements, the Board of Trustees, after such improvements have been completed and accepted shall have the power to issue negotiable bonds to be called "Sanitary and Improvement Bonds", payable and bearing interest as provided by the statutes of the State of Nebraska.

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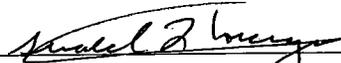
SANITARY AND IMPROVEMENT DISTRICT
NO. 299 OF SARPY COUNTY, NEBRASKA

By: Gerald L. Torczon, Chairman
Doris Nicholson, Clerk

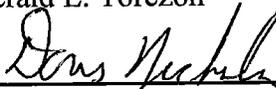
ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF MEETING

The undersigned Trustees of Sanitary and Improvement District No. 299 of Sarpy County, Nebraska, hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said district and the agenda for such meeting held at 2:00 p.m. on July 7, 2016, at Birchwood Homes, Inc., 11205 S. 150th Street, Suite 100, Omaha, Nebraska.

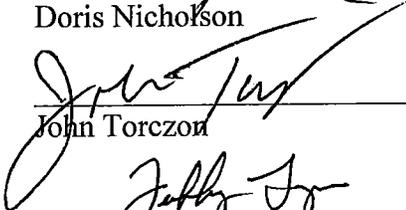
Dated this 7th day of July 2016.



Gerald L. Torczon



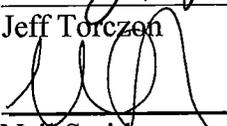
Doris Nicholson



John Torczon



Jeff Torczon



Neil Smith

GENERAL FUND

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA

TO: TREASURER OF SARY COUNTY, NEBRASKA

PAY TO: OPPD Four Thousand Two Hundred Fifty Seven & 35/100

DATE: July 7, 2016

OR SUBSEQUENT REGISTERED OWNER HEREOF

DOLLARS \$ 4,257.35

IN PAYMENT OF

BANKERS TRUST COMPANY OMAHA, NEBRASKA

CHAIR CLERK

GENERAL FUND

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA

TO: TREASURER OF SARY COUNTY, NEBRASKA

PAY TO: Clean Sheep Commercial Inc.

DATE: July 7, 2016

OR SUBSEQUENT REGISTERED OWNER HEREOF

DOLLARS \$ 600.00

IN PAYMENT OF

BANKERS TRUST COMPANY OMAHA, NEBRASKA

CHAIR CLERK

GENERAL FUND

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA

TO: TREASURER OF SARY COUNTY, NEBRASKA

PAY TO: Municipal Capital Advisors LLC

DATE: July 7, 2016

OR SUBSEQUENT REGISTERED OWNER HEREOF

DOLLARS \$ 171.40

IN PAYMENT OF

BANKERS TRUST COMPANY OMAHA, NEBRASKA

CHAIR CLERK

GENERAL FUND

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA

TO: TREASURER OF SARY COUNTY, NEBRASKA

PAY TO: Commercial Seeding Contractors Ten Thousand & 00/100

DATE: July 7, 2016

OR SUBSEQUENT REGISTERED OWNER HEREOF

DOLLARS \$ 10,000.00

IN PAYMENT OF

BANKERS TRUST COMPANY OMAHA, NEBRASKA

CHAIR CLERK

GENERAL FUND

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA

TO: TREASURER OF SARY COUNTY, NEBRASKA

PAY TO: Commercial Seeding Contractors One Thousand Six Hundred & 00/100

DATE: July 7, 2016

OR SUBSEQUENT REGISTERED OWNER HEREOF

DOLLARS \$ 1,600.00

IN PAYMENT OF

BANKERS TRUST COMPANY OMAHA, NEBRASKA

CHAIR CLERK

GENERAL FUND

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA

TO: TREASURER OF SARY COUNTY, NEBRASKA

PAY TO: Commercial Seeding Contractors Six Hundred Eighty Two & 43/100

DATE: July 7, 2016

OR SUBSEQUENT REGISTERED OWNER HEREOF

DOLLARS \$ 682.43

IN PAYMENT OF

BANKERS TRUST COMPANY OMAHA, NEBRASKA

CHAIR CLERK

GENERAL FUND

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA

TO: TREASURER OF SARY COUNTY, NEBRASKA

PAY TO: Commercial Seeding Contractors

DATE: July 7, 2016

OR SUBSEQUENT REGISTERED OWNER HEREOF

DOLLARS \$ 10,000.00

IN PAYMENT OF

BANKERS TRUST COMPANY OMAHA, NEBRASKA

CHAIR CLERK

GENERAL FUND

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARPY COUNTY, NEBRASKA

TO: TREASURER OF SARPY COUNTY, NEBRASKA NO. G-16-1140
(Ex Officio Treasurer of the District)

PAY TO D A Davidson OR SUBSEQUENT REGISTERED OWNER HEREOF
Six Hundred Eighty-Five & 59/100 DOLLARS (\$ 685.59)

AND CHARGE TO THE GENERAL ACCOUNT OF THE DISTRICT.
IF THIS WARRANT IS REGISTERED BY THE COUNTY TREASURER, THE FOLLOWING PROVISIONS SHALL APPLY:
THIS WARRANT SHALL DRAW INTEREST AT THE RATE OF 7% PER CENTUM PER ANNUM FROM DATE OF REGISTRATION UNTIL PAID, PAYABLE UPON REDEMPTION HEREOF.
PAYMENT OF PRINCIPAL AND ACCRUED INTEREST THEN DUE SHALL BE MADE UPON PRESENTATION OF THIS WARRANT TO THE PAYING AGENT. THE REGISTRAR SHALL MAINTAIN RECORDS OF THE OWNERSHIP AND TRANSFER HEREOF AND THE DISTRICT, THE COUNTY TREASURER AND THE PAYING AGENT AND REGISTRAR MAY TREAT THE REGISTERED OWNER AS SHOWN BY SUCH RECORDS AS THE ABSOLUTE OWNER FOR ALL PURPOSES. THE OWNERSHIP OF THIS WARRANT MAY BE TRANSFERRED ONLY UPON PRESENTATION HEREOF TO THE REGISTRAR, ACCOMPANIED BY AN ASSIGNMENT IN FORM SATISFACTORY TO THE REGISTRAR, DULY EXECUTED BY THE REGISTERED OWNER OR DULY AUTHORIZED AGENT.
THIS WARRANT SHALL BECOME DUE ON July 7, 20 19 (UNLESS REDEEMED PRIOR TO SAID DATE). NOTICE OF REDEMPTION PRIOR TO MATURITY SHALL BE MAILED TO THE REGISTERED OWNER AT LEAST 7 DAYS PRIOR TO REDEMPTION DATE.
THE PAYING AGENT AND REGISTRAR FOR THIS WARRANT IS:

**BANKERS TRUST COMPANY
OMAHA, NEBRASKA**

Douglas Davidson CHAIR
Doris Davidson CLERK

IN PAYMENT OF _____

GENERAL FUND

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA

TO: TREASURER OF SARY COUNTY, NEBRASKA

AND CHARGE TO THE CONSTRUCTION ACCOUNT OF THE DISTRICT...

IN PAYMENT OF Ten Thousand & 00/100

CONSTRUCTION FUND

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA

TO: TREASURER OF SARY COUNTY, NEBRASKA

AND CHARGE TO THE CONSTRUCTION ACCOUNT OF THE DISTRICT...

IN PAYMENT OF Ten Thousand & 00/100

CONSTRUCTION FUND

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA

TO: TREASURER OF SARY COUNTY, NEBRASKA

AND CHARGE TO THE CONSTRUCTION ACCOUNT OF THE DISTRICT...

IN PAYMENT OF Ten Thousand & 00/100

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA

TO: TREASURER OF SARY COUNTY, NEBRASKA

AND CHARGE TO THE CONSTRUCTION ACCOUNT OF THE DISTRICT...

IN PAYMENT OF Ten Thousand & 00/100

CONSTRUCTION FUND

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA

TO: TREASURER OF SARY COUNTY, NEBRASKA

AND CHARGE TO THE CONSTRUCTION ACCOUNT OF THE DISTRICT...

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CONSTRUCTION FUND

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TO: TREASURER OF SARY COUNTY, NEBRASKA

AND CHARGE TO THE CONSTRUCTION ACCOUNT OF THE DISTRICT...

IN PAYMENT OF Ten Thousand & 00/100

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA
 TO: **TREASURER OF SARY COUNTY, NEBRASKA**
 (Ex. Office Treasurer of the District)
 Lixa Construction Co., Inc.
 Ten Thousand & 00/100
 DATE July 7, 2016
 OR SUBSEQUENT REGISTERED OWNER HEREOF DOLLARS \$ 10,000.00

AND CHARGE TO THE CONSTRUCTION ACCOUNT OF THE DISTRICT THE FOLLOWING PROVISIONS SHALL APPLY:
 IF THIS WARRANT IS REGISTERED BY THE COUNTY TREASURER, THROUGH THE PAYING AGENT WHO SHALL MAKE A CHECK OR WARRANT FOR SUCH INTEREST TO THE REGISTERED HOLDER HEREOF AT THE ADDRESS SHOWN ON THE RECORDS OF THE DISTRICT, PAYMENT OF PRINCIPAL AND ACCRUED INTEREST THEREON SHALL BE MADE UPON PRESENTATION OF THIS WARRANT TO THE PAYING AGENT. THIS WARRANT SHALL BECOME DUE ON JULY 7, 2021 (UNLESS RECEIVED PRIOR TO SAID DATE), SUBJECT TO EXTENSION OF SUCH MATURITY DATE BY ORDER OF THE DISTRICT COURT OF SAID COUNTY AFTER NOTICE AS PROVIDED BY LAW. NOTICE OF REDEMPTION PRIOR TO MATURITY SHALL BE MAILED TO THE REGISTERED OWNER AT LEAST 7 DAYS PRIOR TO REDEMPTION DATE.
 THE PAYING AGENT AND REGISTRAR FOR THIS WARRANT IS:
BANKERS TRUST COMPANY
OMAHA, NEBRASKA
 CHAIR
 CLERK

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA
 TO: **TREASURER OF SARY COUNTY, NEBRASKA**
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 TO: **TREASURER OF SARY COUNTY, NEBRASKA**
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 Lixa Construction Co., Inc.
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 THE PAYING AGENT AND REGISTRAR FOR THIS WARRANT IS:
BANKERS TRUST COMPANY
OMAHA, NEBRASKA
 CHAIR
 CLERK

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA

TO: TREASURER OF SARY COUNTY, NEBRASKA

PAID TO: Luya Construction Co., Inc. Ten Thousand & 00/100

AND CHARGE TO THE CONSTRUCTION ACCOUNT OF THE DISTRICT...

CHAIR: [Signature]

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA

TO: TREASURER OF SARY COUNTY, NEBRASKA

PAID TO: Luya Construction Co., Inc. Ten Thousand & 00/100

AND CHARGE TO THE CONSTRUCTION ACCOUNT OF THE DISTRICT...

CHAIR: [Signature]

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA

TO: TREASURER OF SARY COUNTY, NEBRASKA

PAID TO: Luya Construction Co., Inc. Ten Thousand & 00/100

AND CHARGE TO THE CONSTRUCTION ACCOUNT OF THE DISTRICT...

CHAIR: [Signature]

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA

TO: TREASURER OF SARY COUNTY, NEBRASKA

PAID TO: Luya Construction Co., Inc. Ten Thousand & 00/100

AND CHARGE TO THE CONSTRUCTION ACCOUNT OF THE DISTRICT...

CHAIR: [Signature]

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA

TO: TREASURER OF SARY COUNTY, NEBRASKA

PAID TO: Luya Construction Co., Inc. Ten Thousand & 00/100

AND CHARGE TO THE CONSTRUCTION ACCOUNT OF THE DISTRICT...

CHAIR: [Signature]

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA

TO: TREASURER OF SARY COUNTY, NEBRASKA

PAID TO: Luya Construction Co., Inc. Ten Thousand & 00/100

AND CHARGE TO THE CONSTRUCTION ACCOUNT OF THE DISTRICT...

CHAIR: [Signature]

CONSTRUCTION FUND

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARTY COUNTY, NEBRASKA

TO: TREASURER OF SARTY COUNTY, NEBRASKA

IN PAYMENT OF _____

PER CENTUM PER ANNUM FROM DATE OF REGISTRATION UNTIL PAID, PAYABLE UPON THE ORDER OF THE DISTRICT COURT OF SAID COUNTY AFTER NOTICE AS PROVIDED BY LAW, NOTICE OF REDEMPTION PRIOR TO MATURITY SHALL BE MAILED TO THE REGISTERED OWNER AT LEAST 7 DAYS PRIOR TO REDEMPTION DATE.

THE PAYING AGENT AND REGISTRAR FOR THIS WARRANT IS:

BANKERS TRUST COMPANY
OMAHA, NEBRASKA

CHAIR: *[Signature]*
 CLERK: _____

CONSTRUCTION FUND

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARTY COUNTY, NEBRASKA

TO: TREASURER OF SARTY COUNTY, NEBRASKA

IN PAYMENT OF _____

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BANKERS TRUST COMPANY
OMAHA, NEBRASKA

CHAIR: *[Signature]*
 CLERK: _____

CONSTRUCTION FUND

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TO: TREASURER OF SARTY COUNTY, NEBRASKA

IN PAYMENT OF _____

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BANKERS TRUST COMPANY
OMAHA, NEBRASKA

CHAIR: *[Signature]*
 CLERK: _____

CONSTRUCTION FUND

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARTY COUNTY, NEBRASKA

TO: TREASURER OF SARTY COUNTY, NEBRASKA

IN PAYMENT OF _____

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BANKERS TRUST COMPANY
OMAHA, NEBRASKA

CHAIR: *[Signature]*
 CLERK: _____

CONSTRUCTION FUND

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TO: TREASURER OF SARTY COUNTY, NEBRASKA

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OMAHA, NEBRASKA

CHAIR: *[Signature]*
 CLERK: _____

CONSTRUCTION FUND

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARTY COUNTY, NEBRASKA

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BANKERS TRUST COMPANY
OMAHA, NEBRASKA

CHAIR: *[Signature]*
 CLERK: _____

CONSTRUCTION FUND

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA

TO: TREASURER OF SARY COUNTY, NEBRASKA

PAID TO Luxa Construction Co., Inc. DATE July 7, 2016

IN PAYMENT OF BANKERS TRUST COMPANY OMAHA, NEBRASKA

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA

TO: TREASURER OF SARY COUNTY, NEBRASKA

PAID TO Adams & Sullivan, P.C., L.L.C. DATE July 7, 2016

IN PAYMENT OF BANKERS TRUST COMPANY OMAHA, NEBRASKA

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA

TO: TREASURER OF SARY COUNTY, NEBRASKA

PAID TO Municipal Capital Advisors, LLC DATE July 7, 2016

IN PAYMENT OF BANKERS TRUST COMPANY OMAHA, NEBRASKA

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA

CONSTRUCTION FUND

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA

TO: TREASURER OF SARY COUNTY, NEBRASKA

PAID TO Luxa Construction Co., Inc. DATE July 7, 2016

IN PAYMENT OF BANKERS TRUST COMPANY OMAHA, NEBRASKA

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PAID TO Luxa Construction Co., Inc. DATE July 7, 2016

IN PAYMENT OF BANKERS TRUST COMPANY OMAHA, NEBRASKA

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA

TO: TREASURER OF SARY COUNTY, NEBRASKA

PAID TO Luxa Construction Co., Inc. DATE July 7, 2016

IN PAYMENT OF BANKERS TRUST COMPANY OMAHA, NEBRASKA

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA

CONSTRUCTION FUND

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TO: TREASURER OF SARY COUNTY, NEBRASKA

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IN PAYMENT OF BANKERS TRUST COMPANY OMAHA, NEBRASKA

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TO: TREASURER OF SARY COUNTY, NEBRASKA

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IN PAYMENT OF BANKERS TRUST COMPANY OMAHA, NEBRASKA

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA

TO: TREASURER OF SARY COUNTY, NEBRASKA

PAID TO Luxa Construction Co., Inc. DATE July 7, 2016

IN PAYMENT OF BANKERS TRUST COMPANY OMAHA, NEBRASKA

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 299 OF SARY COUNTY, NEBRASKA

**COMMERCIAL SEEDING
CONTRACTORS**

26365 REICHMUTH CIRCLE
VALLEY, NE 68064

TEL (402) 573-0081
FAX (402) 573-0082

INVOICE

DATE

INVOICE #

9/3/2015

15760

REC'D SEP 03 2015

BILL TO:

Attn: Mark Torczon
SID 299, Aspen Creek
c/o Lamp, Ryncarson & Associates
14710 West Dodge Road, Suite 100
Omaha, NE 68154

P.O. NUMBER	TERMS	PROJECT
		SID 299, Aspen Creek

QUANTITY	DESCRIPTION	RATE	AMOUNT
14.5	Skid loader (Hours) to grade outlot on North side of subdivision on from Blvd to property line	75.00	1,087.50
4	Tractor with roto tiller (Hours) to remove existing vegetation in same areas to allow for seeding	75.00	300.00
8,170	Turf fescue seeding (SY) of all disturbed areas	0.25	2,042.50
8,170	Double net straw erosion blanket (SY) installed on all seeded areas	1.00	8,170.00
		TOTAL	\$11,600.00

**COMMERCIAL SEEDING
CONTRACTORS**

26365 REICHMUTH CIRCLE
VALLEY, NE 68064

TEL (402) 573-0081
FAX (402) 573-0082

INVOICE

DATE INVOICE #

5/21/2016 16749

BILL TO:

BHI Development
11205 S. 150th St.
Suite 100
Omaha, NE 68138

P.O. NUMBER	TERMS	PROJECT
		Aspen Creek

QUANTITY	DESCRIPTION	RATE	AMOUNT
87	New Silt Fence (LF) installed around wetland area in undeveloped commercial area along Hwy 370	2.05	178.35T
137	New Silt Fence (LF) installed in same area - hand install where damaged beyond repair	2.50	342.50T
3	Laborers (Hours) to repair silt fence along wetland area	35.00	105.00T
1	Materials used in silt fence repairs	21.00	21.00T
	Sales Tax - State	5.50%	35.58
		<i>Sid General Fund to Pat 5</i>	
TOTAL			\$682.43



Account Number	Due Date	Total Amount Due
9494516223	Jul 19, 2016	\$4,257.35

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

Customer Name: SID 299 SARPY CO
Statement Date: June 29, 2016

Billing Information for service address: 19200 CYPRESS DR, STLTS Omaha NE

Billing Period From 05-27-2016 To 06-29-2016 @33 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$1,209.60	\$4.84	\$1,281.23

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

Sales Tax 66.79
 Late Payment Charge 51.24
 Total Charges \$1,332.47
 Previous Balance 2,924.88
 Total Amount Due \$4,257.35
 Late Payment Charge of \$51.25 applies after due date.

1 Please return this portion with payment

Bill credit program begins June 1 for qualifying low-use, low-income customers. See Outlets for the full story.

Statement Date: June 29, 2016

Account Number	Due Date	Total Amount Due
9494516223	Jul 19, 2016	\$4,257.35

Late Payment Charge of \$51.25 applies after due date.

Amount Paid

Energy Assistance: Monthly \$1 \$2 \$5 Other \$

One-Time Contribution \$

A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number: (000) 000-0000

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

|||||
 L.L.O. ADAMS & SULLIVAN P.C.
 1246 GOLDEN GATE DR STE 1
 PAPIILLION NE 68046-2843

PO BOX 3995
 OMAHA NE 68103-0995



01949451622300000042573500000430860201607196





Account Number	Due Date	Total Amount Due
9494516223	Jul 19, 2016	\$4,257.35

Customer Name: SID 299 SARPY CO
Statement Date: June 29, 2016

Billing Information for service address: 19200 CYPRESS DR, STLTS Omaha NE

Billing Period From **05-27-2016** To **06-29-2016** @33 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	70	\$17.28	\$1,209.60			
SL61					4.84	1,209.60	\$1,281.23



LAMP RYNEARSON

14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154
[P] 402.496.2498
[F] 402.496.2730
www.LRA-inc.com

June 27, 2016

Chairman and Board of Trustees
Sanitary and Improvement District No. 299
of Sarpy County, Nebraska
c/o Mr. Patrick Sullivan, Attorney
Adams & Sullivan, P.C.
1246 Golden Gate Drive, Suite 1
Papillion, NE 68046-2843

REFERENCE: S.I.D. No. 299 (Aspen Creek)
Street Sweeping 2016
LRA Job No. 0112055.90-387

Dear Members of the Board:

Enclosed is Invoice No. 5019, dated June 21, 2016, from Clean Sweep Commercial, Inc., for sweeping services performed within the referenced District.

Payment directly to Clean Sweep Commercial, Inc. in the amount of \$600.00 is recommended.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

D. Joe Oetken, P.E.
Senior Construction Engineer

Enclosure

c w/enc: Jerry Torczon
c: Clean Sweep Commercial, Inc.

mm\LA\Engineering\0000E\CONSTRUCT\Sweeping\Sweep 2016\Invoices\INV299 Clean Sweep 160627.docx

LAMP RYNEARSON COMPANIES



Clean Sweep Commercial Inc. Parking Lot Services

12218 Roberts Road LaVista, Ne 68128
 Ph 402-593-8708 Fx 402-593-1106
 www.cleansweepomaha.com

Invoice

Lamp, Rynearson & Associates, Inc.
 14710 West Dodge Road, Suite 100
 Omaha, NE 68154-2029

Date	Invoice #
6/22/2016	5019
Terms	Net 30

Balance Due	\$600.00
--------------------	-----------------

Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

New e-mail address? Enter here: _____

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT.

*Commercial Sweeping / Striping / PowerWashing
 Parking Lot Maintenance
 Daily-Weekly-Monthly Clean Up*

P.O. No.	Project

Date	Item	Description	Amount
6/17/2016	S.I.D	# 299 Aspen Creek PH I	600.00
<p><i>Thank You</i> Make checks payable to Clean Sweep Commercial Inc. Parking Lot Services</p>			

Total	\$600.00
Payments/Credits	\$0.00
Balance Due	\$600.00

There will be a 1.5% interest charge per month on late invoices.

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, equal newspapers of general circulation in Sarpy County, Nebraska, and published herein; 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:

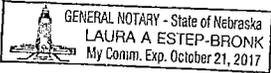
Wednesday, June 22, 2016 Papillion Times
Hereafter, Wednesday, June 29, 2016 Papillion Times

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

Shon Barenklau OR Ron Petak
Publisher Executive Editor

Today's Date 6-29-16
Signed in my presence and sworn to before me:

[Signature]
Notary Public



Printer's Fee \$ 271.04
Customer Number: 26207
Order Number: 0001957754

ADAMS & SULLIVAN, P.C., L.L.O.
ATTORNEYS AT LAW
1246 GOLDEN GATE DRIVE, SUITE 1
PAPILLION, NE 68046
NOTICE OF MEETING
SANITARY AND IMPROVEMENT
DISTRICT NO. 299
OF SARPY COUNTY, NEBRASKA

Notice is hereby given that a meeting of the Chairperson and Board of Trustees of Sanitary and Improvement District No. 299 of Sarpy County, Nebraska, held at 2:00 p.m. on June 21, 2016 there was introduced and placed on file the Resolution of Necessity hereinafter set forth, which Resolution will be considered for passage by the Chairperson and the Board of Trustees at a meeting to be held at 1246 Golden Gate Drive, Suite 1, Papillion, Nebraska on the 7th day of July 2016 at 2:00 p.m., at which time and place the Chairperson and Board of Trustees will hear objections as to the passage of said Resolution, and to the making of the improvements proposed.

The meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for inspection at the principal office of the Board at the above address. Such Agenda includes payment of the bills of the District and the consideration and passing (or amending and passing) said Resolution. Thereafter, the Resolution may be amended or passed as proposed. Any petition opposing the Resolution of Necessity shall be filed with the Clerk of the District at 1246 Golden Gate Drive, Suite 1, Papillion, Nebraska, within three days before the date of the meeting for the hearing on the proposed Resolution of Necessity.

Said Resolution is as follows:
RESOLUTION OF NECESSITY

BE IT RESOLVED the Chairman and Board of Trustees of Sanitary and Improvement District No. 299 of Sarpy County, Nebraska find and determine that it is necessary and advisable for the District to contract with the Omaha Public Power District for the installation and operation of an electrical distribution system in the District - Section 3 per the Underground Service Agreement in the District as follows:

UNDERGROUND SERVICE AGREEMENT
OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska ("OPPD") and SANITARY IMPROVEMENT DISTRICT NO. 299 of Sarpy County ("SID") agree as follows:

- 1. Installation of Facilities.
1.1 In accordance with the terms and conditions of this Agreement, OPPD shall install underground electric service distribution lines, underground individual service lines, and related equipment ("Facilities") to serve 105 single family dwelling units in the SID, also known as Aspen Creek Ph 3 constructed or to be constructed on the individual lots listed on the attached Exhibit "A".
1.2 Underground service lines from underground distribution lines to individual lots or dwelling units will be provided by OPPD from a point of connection on the dwelling unit to OPPD's nearest point of power supply. Prior to or at the time of installation of the underground service line to a lot or dwelling, the lot/dwelling owner or builder will be responsible for providing and installing a service conduit from OPPD pedestal to the meter socket for every individual lot in the subdivision per OPPD Meter Manual specifications.
2. Timing and Coordination.
2.1 Simultaneously with execution of this Agreement, SID shall provide to OPPD written notice as to the earliest date that improvements within the SID will be ready for installation of the Facilities ("Ready Date").
2.2 OPPD may commence installation of the Facilities anytime after the Ready Date, provided all other conditions of this Agreement first have been met by SID.
2.3 In order to minimize construction costs and avoid disruption of the Facilities, OPPD and SID agree that the Facilities shall be installed by OPPD in coordination

the easement area. The area within which the Facilities are installed may be used for gardens and shrubbery that do not interfere with the operation and maintenance of the Facilities.

7. Interruption of OPPD Work. If, after notice of the Ready Date, the installation of the Facilities is delayed due to a cause other than the fault of OPPD or a Force Majeure Event (as hereinafter defined), then, for each such incident, SID shall pay to OPPD, as liquidated damages and not as a penalty, the sum of \$2,500 in order to compensate OPPD for interruption of its construction forces.

8. Street Lighting. SID may request the installation of electric facilities by OPPD for streetlights. OPPD and SID shall enter into a separate agreement for the installation of such facilities upon approval by appropriate authorities and coordination of necessary pre-construction requirements by SID.

9. Force Majeure. Neither party shall be responsible for delays in installation of the Facilities that result from unforeseeable causes beyond the reasonable control of a party, including but not limited to floods, labor disputes and material shortages ("Force Majeure Event"). A party affected by a Force Majeure Event shall provide written notice thereof to the other party and take reasonable steps to resume performance upon cessation of the Force Majeure Event.

10. Indemnification. To the maximum extent permitted by law, SID shall indemnify and defend OPPD, and its directors, officers, and employees, from and against all claims, suits, liability, expense or damage, including reasonable attorney's fees and court costs, (collectively, "Claims") for damage to property, injury to persons (including death), and any other Claims arising from the negligence or intentional wrongdoing of the SID, or any of its contractors, officers, agents or employees; provided, however, the indemnification provided hereunder shall not apply if such claims, suits, liability, expense or damage are caused solely by the negligence of a person or entity indemnified hereunder. Neither party shall be liable for any punitive, consequential, or incidental damages, or lost profits.

11. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns; provided, neither party may assign or otherwise transfer this Agreement or the rights or privileges herein granted to a third party without the prior written consent of the other party.

12. Notices. All notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by facsimile transmission followed by written confirmation of receipt, sent by overnight commercial air courier or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at their addresses or facsimile numbers set forth on Exhibit "B" hereto (which exhibit may be changed by time to time by notice of either party).

13. Governing Law. This Agreement shall be governed by and interpreted in accordance with Nebraska law, without regard to its conflict of laws principles.

14. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. All prior agreements, representations, statements, and negotiations are hereby superseded. This Agreement may be amended only by writing executed by both parties. SID represents and warrants that the execution of this Agreement has been authorized by a resolution of its Board of Trustees, and that the SID is fully empowered to enter into this Agreement with OPPD.

This Agreement is executed in duplicate originals this ___ day of _____ 2016

OMAHA PUBLIC POWER DISTRICT
SANITARY IMPROVEMENT DISTRICT
NO. 299 of Sarpy County
By:
Name: Bill Lenagh
Title: Div. Mgr. Customer Sales & Svc
1020169.3 12.30.13

That the plans and specifications for such construction have been prepared by Lamp Rynearson & Associates, consulting engineers employed by the District for



LAMP RYNEARSON

14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154
[P] 402.496.2498
[F] 402.496.2730
www.LRA-inc.com

June 21, 2016

Chairman and Board of Trustees
Sanitary and Improvement District No. 299
of Sarpy County, Nebraska
c/o Mr. Patrick Sullivan, Attorney
Adams & Sullivan, P.C.
1246 Golden Gate Drive, Suite 1
Papillion, NE 68046

REFERENCE: S.I.D. No. 299 (Aspen Creek)
Sanitary Sewer and Storm Sewer, Section 2
LRA Job No. 0112055.22-330/340

Dear Members of the Board:

Submitted herewith is Invoice No. 11266, dated June 15, 2016, from Utilities Service Group, for video inspection services in conjunction with the above-referenced project.

We recommend that payment be remitted directly to Utilities Service Group, in the amount of \$980.80.

Sincerely,

LAMP RYNEARSON

Brett J. Wawers, P.E.
Senior Vice President

Enclosure

c w/enc: Jerry Torczon
c: Utilities Service Group

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LAMP RYNEARSON COMPANIES





UTILITIES SERVICE GROUP
SEWER CLEANING • SEWER TELEVISION
 Vacuum Trucks • Jet Trucks • Municipal & Industrial
 2623 Center Street Omaha, NE 68105
 OFFICE PHONE: (402) 342-3626
 FAX: (402) 342-7328

Invoice

REC'D JUN 20 2016

Date	Invoice #
6/15/2016	11266

Bill To

SID 299 Sarpy County
 c/o Lamp, Rynearson & Assoc.
 14710 W. Dodge Rd., Suite 100
 Omaha, NE 68154-2029

P.O. No.	Terms	Project
	Net 30	SID 299 Sarpy Cou...

Description	Qty	Rate	Amount
Reference: Aspen Creek 2			
Location: Sarpy County, NE			
6-10-16 - Hwy. 370			
Televise new 18" and 36" sewer as directed			
TELEVISION NEW SEWER (per LF)	664	0.95	630.80
Note: DVD and report were given to Anchor Constr.			
6-14-16 - West of School			
Televise new 18" sewer as directed			
TELEVISION NEW SEWER (minimum charge)		350.00	350.00
Note: DVD and report were given to Inspector			

Subtotal	\$980.80
Sales Tax (0.0%)	\$0.00
Total	\$980.80
Payments/Credits	\$0.00
Balance Due	\$980.80



LAMP RYNEARSON

14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154
[P] 402.496.2498
[F] 402.496.2730
www.LRA-inc.com

June 27, 2016

Chairman and Board of Trustees
Sanitary and Improvement District No. 299
of Sarpy County, Nebraska
c/o Mr. Patrick Sullivan, Attorney
Adams & Sullivan, P.C.
1246 Golden Gate Drive, Suite 1
Papillion, NE 68046

REFERENCE: S.I.D. No. 299 (Aspen Creek)
Sanitary and Storm Sewers, Section 2
LRA Job No. 0112055.22-330/340

Dear Members of the Board:

Submitted herewith is Invoice No. 11295, dated June 24, 2016, from Utilities Service Group, for video inspection services provided in conjunction with the above-referenced project.

We recommend that payment be remitted directly to Utilities Service Group in the amount of \$1,504.80.

Sincerely,

LAMP RYNEARSON

Brett J. Wawers, P.E.
Senior Vice President

Enclosure

c w/enc: Jerry Torczon
c: Utilities Service Group

mm\L:\Engineering\0112055\ADMIN\Sanitary Storm 2\INV USG 160627.docx

LAMP RYNEARSON COMPANIES



LAMP RYNEARSON



LAMP RYNEARSON





UTILITIES SERVICE GROUP
SEWER CLEANING • SEWER TELEVISION
 Vacuum Trucks • Jet Trucks • Municipal & Industrial
 2623 Center Street Omaha, NE 68105
 OFFICE PHONE: (402) 342-3626
 FAX: (402) 342-7328

Invoice

Date	Invoice #
6/24/2016	11295

Bill To

SID 299 Sarpy County
 c/o Lamp, Rynearson & Assoc.
 14710 W. Dodge Rd., Suite 100
 Omaha, NE 68154-2029

P.O. No.	Terms	Project
	Net 30	SID 299 Sarpy Cou...

Description	Qty	Rate	Amount
Reference: Aspen Creek Location: Sarpy County, NE - Hampton Dr.			
6-22-16 Televiser new 18", 24", 30" and 42" storm sewer as directed TELEVISION NEW SEWER (per LF)	1,139	0.95	1,082.05
6-23-16 Televiser new 8" sanitary sewer as directed TELEVISION NEW SEWER (per LF)	445	0.95	422.75

Note: DVD and reports were given to Anchor Constr.

Subtotal	\$1,504.80
Sales Tax (0.0%)	\$0.00
Total	\$1,504.80
Payments/Credits	\$0.00
Balance Due	\$1,504.80



LAMP RYNEARSON

14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154
[P] 402.496.2498
[F] 402.496.2730
www.LRA-inc.com

ESTIMATE NO: 5

DATE: JUNE 29, 2016

CONTRACT FOR: SANITARY SEWER & STORM SEWER, SECTION 2
S.I.D. NO. 299 (ASPEN CREEK)

LRA JOB NO: 0112055.22-330/340

OWNER: SANITARY & IMPROVEMENT DISTRICT NO. 299 OF SARPY COUNTY, NEBRASKA

CONTRACTOR: ANCHOR CONSTRUCTION COMPANY, 22122 R & R ROAD, GRETNA, NE 68028

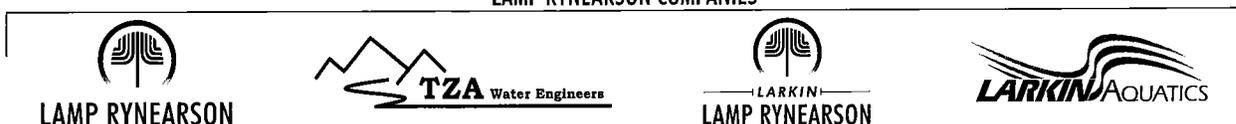
TERMS: 90% MONTHLY, REMAINDER UPON FINAL ACCEPTANCE

TOTAL CONTRACT AMOUNT: \$673,209.00

AMOUNT PAID ON PREVIOUS ESTIMATES: \$420,930.90

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	AMOUNT
SANITARY SEWER					
1	CLEARING AND GRUBBING GENERAL	1	LS	\$2,532.00	\$2,532.00
2	CONSTRUCT 6" SANITARY SEWER PIPE	2,122	LF	\$20.80	\$44,137.60
3	CONSTRUCT 8" SANITARY SEWER PIPE	3,579	LF	\$21.50	\$76,948.50
4	CONSTRUCT 54" I.D. SANITARY MANHOLE (17 EA)	208.2	VF	\$335.00	\$69,747.00
5	REMOVE 8" PIPE PLUG	3	EA	\$459.00	\$1,377.00
6	CONSTRUCT 6" PIPE BEDDING	2,122	LF	\$5.10	\$10,822.20
7	CONSTRUCT 8" PIPE BEDDING	3,579	LF	\$5.40	\$19,326.60
8	STABILIZATION TRENCH W/ CRUSHED LIMESTONE	30	TN	\$20.00	\$600.00
9	EXCAVATION FOR EXTRA DEEP SANITARY SEWER	180	VF-LF	\$18.00	\$3,240.00
10	CONSTRUCT 6" x 8" WYE	49	EA	\$84.00	\$4,116.00
11	CONSTRUCT 6" MANHOLE STUBOUT	17	EA	\$69.00	\$1,173.00
12	CONSTRUCT 6" SANITARY SERVICE RISER (2 EA)	12	VF	\$106.00	\$1,272.00
13	CONSTRUCT MANHOLE RING COLLAR	1	EA	\$489.00	\$489.00
14	TAP 8" SEWER INTO EXISTING MANHOLE	1	EA	\$1,487.00	\$1,487.00
15	REMOVE AND SALVAGE RIP-RAP	0	TN	\$14.00	\$0.00
16	CONSTRUCT ROCK ACCESS ROAD	0	EA	\$2,586.00	\$0.00
SUBTOTAL SANITARY SEWER					\$237,267.90
STORM SEWER					
1	GENERAL GRADING AND SHAPING	1	LS	\$2,121.00	\$2,121.00
2	CONSTRUCT 18" R.C.P., CLASS III	1,663	LF	\$30.10	\$50,056.30
3	CONSTRUCT 24" R.C.P., CLASS III	1,051	LF	\$37.20	\$39,097.20
4	CONSTRUCT 30" R.C.P., CLASS III	792	LF	\$49.60	\$39,283.20
5	CONSTRUCT 36" R.C.P., CLASS III	868	LF	\$67.55	\$58,633.40

LAMP RYNEARSON COMPANIES



ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	AMOUNT
6	CONSTRUCT 42" R.C.P., CLASS III	724	LF	\$98.80	\$71,531.20
7	CONSTRUCT 18" R.C. FLARED END SECTION	2	EA	\$604.00	\$1,208.00
8	CONSTRUCT 30" R.C. FLARED END SECTION	1	EA	\$830.00	\$830.00
9	CONSTRUCT 36" R.C. FLARED END SECTION	1	EA	\$1,205.00	\$1,205.00
10	CONSTRUCT 42" R.C. FLARED END SECTION	2	EA	\$1,462.00	\$2,924.00
11	CONSTRUCT 18" C.S.P.	112	LF	\$32.00	\$3,584.00
12	CONSTRUCT 18" PCC COLLAR	2	EA	\$539.00	\$1,078.00
13	ITEM DELETED				\$0.00
14	CONSTRUCT DIVERSION WEIR WITH CONCRETE COLLAR	0	EA	\$859.00	\$0.00
15	CONSTRUCT 54" I.D. FLATTOP MANHOLE (4 TOTAL)	24.2	VF	\$415.00	\$10,043.00
16	CONSTRUCT 72" I.D. FLATTOP MANHOLE (2 TOTAL)	15	VF	\$701.00	\$10,515.00
17	CONSTRUCT 54" TYPE II AREA INLET (2 TOTAL)	11	VF	\$480.00	\$5,280.00
18	CONSTRUCT 72" TYPE II AREA INLET (1 TOTAL)	8	VF	\$723.00	\$5,784.00
19	CONSTRUCT 18" PIPE BEDDING	1,663	LF	\$5.00	\$8,315.00
20	CONSTRUCT 24" PIPE BEDDING	1,051	LF	\$5.10	\$5,360.10
21	CONSTRUCT 30" PIPE BEDDING	792	LF	\$6.50	\$5,148.00
22	CONSTRUCT 36" PIPE BEDDING	868	LF	\$8.00	\$6,944.00
23	CONSTRUCT 42" PIPE BEDDING	724	LF	\$9.50	\$6,878.00
24	STABILIZE TRENCH W/ CRUSHED LIMESTONE	0	TN	\$20.00	\$0.00
25	CONSTRUCT 24" C.S.P POND OUTLET STRUCTURE	1	EA	\$5,241.00	\$5,241.00
26	CONSTRUCT 54" POND OUTLET STRUCTURE	1	EA	\$5,391.00	\$5,391.00
27	CONSTRUCT TEMPORARY INLET DIVERSION	9	EA	\$421.00	\$3,789.00
28	CONSTRUCT ROCK RIP-RAP - TYPE "C"	112	TN	\$49.00	\$5,488.00
29	ROLLED EROSION CONTROL	0	SY	\$1.50	\$0.00
30	CLEANOUT SILT BASIN	0	CY	\$3.10	\$0.00
31	CLEANOUT SILT FENCE	0	LF	\$0.80	\$0.00
32	SEEDING - TYPE "TEMPORARY SEED MIX"	0	AC	\$435.00	\$0.00
33	SEEDING - TYPE "DRAINAGEWAYS"	0	AC	\$650.00	\$0.00
34	CONSTRUCT SILT FENCE	28	LF	\$2.40	\$67.20
35	REMOVE SILT FENCE	0	LF	\$0.90	\$0.00
36	MULCHING	0	AC	\$351.00	\$0.00
	SUBTOTAL STORM SEWER				\$355,794.60
	TOTAL ESTIMATED WORK COMPLETED - ALL PHASES				\$593,062.50
	OWNER'S RETAINAGE (10%)				\$59,306.25
	LESS AMOUNT PREVIOUSLY PAID				\$420,930.90
	AMOUNT DUE CONTRACTOR				\$112,825.35

Engineer's Estimate No. 5
S.I.D. No. 299 (Aspen Creek)
Sanitary Sewer & Storm Sewer, Section 2
LRA Job No. 0112055.22-330/340
June 29, 2016
Page 3

Chairman and Board of Trustees
Sanitary and Improvement District No. 299
of Sarpy County, Nebraska
c/o Mr. Patrick Sullivan, Attorney
Adams & Sullivan, P.C.
1246 Golden Gate Drive, Suite 1
Papillion, NE 68046-2843

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



Brett J. Wawers, P.E.
Senior Vice President

c: Jerry Torczon
Anchor Construction



LAMP RYNEARSON

14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154
[P] 402.496.2498
[F] 402.496.2730
www.LRA-inc.com

ESTIMATE NO: 2

DATE: JUNE 29, 2016

CONTRACT FOR: PAVING, SECTION 2

S.I.D. NO. 299 (ASPEN CREEK)

LRA JOB NO: 0112055.22-350

OWNER: SANITARY & IMPROVEMENT DISTRICT NO. 299 OF SARPY COUNTY, NEBRASKA

CONTRACTOR: LUXA CONSTRUCTION CO., INC., P.O. BOX 105, BLAIR, NE 68008

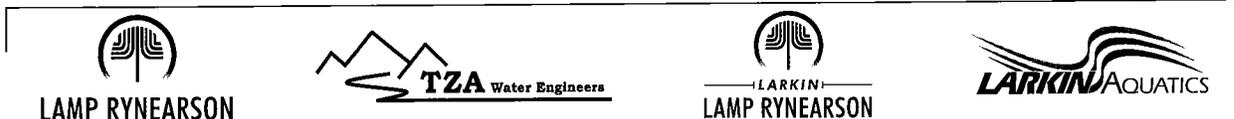
TERMS: 90% MONTHLY, REMAINDER UPON FINAL ACCEPTANCE

TOTAL CONTRACT AMOUNT: \$1,250,531.50

AMOUNT PAID ON PREVIOUS ESTIMATES: \$77,302.44

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	7" CONCRETE PAVEMENT - TYPE L65	11,810	SY	\$28.00	\$330,680.00
2	8" CONCRETE PAVEMENT - TYPE L65	11,950	SY	\$30.50	\$364,475.00
3	COMMON EARTH EXCAVATION	7,500	CY	\$2.40	\$18,000.00
4	CONSTRUCT CURB INLET	2	EA	\$2,500.00	\$5,000.00
5	REMOVE CONCRETE HEADER	160	LF	\$4.00	\$640.00
6	REMOVE AND SALVAGE END OF STREET BARRICADE	0	EA	\$200.00	\$0.00
7	CONSTRUCT SALVAGED END OF STREET BARRICADE	0	EA	\$250.00	\$0.00
8	JET EXISTING SEWER	0	LF	\$0.75	\$0.00
9	CONSTRUCT TEMPORARY CURB AND GUTTER	0	LF	\$10.00	\$0.00
10	CONSTRUCT THICKENED EDGE	156	LF	\$5.50	\$858.00
11	CONCRETE HEADER	0	LF	\$10.00	\$0.00
12	ADJUST MANHOLE TO GRADE (6 STORM, 19 SANITARY)	25	EA	\$175.00	\$4,375.00
13	CONSTRUCT EXTERNAL FRAME SEAL	19	EA	\$350.00	\$6,650.00
14	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE "ONLY"	0	EA	\$375.00	\$0.00
15	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE RIGHT DIRECTIONAL ARROW	0	EA	\$350.00	\$0.00
16	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE LEFT/THRU DIRECTIONAL ARROW	0	EA	\$450.00	\$0.00
17	PERMANENT PAINTED PAVEMENT MARKING - 4" WHITE	0	LF	\$0.62	\$0.00
18	PERMANENT PAINTED PAVEMENT MARKING - 5" WHITE	0	LF	\$0.68	\$0.00
19	PERMANENT PAINTED PAVEMENT MARKING - 5" YELLOW	0	LF	\$0.68	\$0.00

LAMP RYNEARSON COMPANIES



ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	AMOUNT
20	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE BIKE SYMBOL	0	EA	\$350.00	\$0.00
21	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE BIKE ARROW	0	EA	\$275.00	\$0.00
22	CONSTRUCT SALVAGED RIP RAP - TYPE "A"	0	TN	\$32.00	\$0.00
23	TOPSOIL ISLANDS	0	CY	\$17.00	\$0.00
24	SEEDING-TEMPORARY MIX	0	AC	\$300.00	\$0.00
25	INSTALL CONSTRUCTION ACCESS	0	EA	\$900.00	\$0.00
26	CONSTRUCT SILT FENCE	0	LF	\$2.25	\$0.00
27	CLEANOUT SILT FENCE	0	LF	\$0.80	\$0.00
28	REMOVE SILT FENCE	0	LF	\$0.35	\$0.00
29	CLEANOUT SILT BASIN	0	CY	\$3.00	\$0.00
30	INSTALL INLET PROTECTION	0	EA	\$200.00	\$0.00
31	MULCHING	0	AC	\$555.00	\$0.00
	SIDEWALK	0			
32	REMOBILIZATION	0	LS	\$2,000.00	\$0.00
33	CONSTRUCT 4" CONCRETE SIDEWALK	0	SF	\$3.70	\$0.00
34	CONSTRUCT 5" CONCRETE SIDEWALK	0	SF	\$3.15	\$0.00
35	SUBGRADE PREPARATION	0	SY	\$1.40	\$0.00
36	CONSTRUCT CURB RAMP WITH DETECTABLE WARNING	0	EA	\$890.00	\$0.00
37	FURNISH & INSTALL BENCH SEATING	0	EA	\$1,400.00	\$0.00
38	FURNISH & INSTALL LITTER RECEPTACLE	0	EA	\$1,100.00	\$0.00
	TOTAL ESTIMATED WORK COMPLETED				\$730,678.00
	OWNER'S RETAINAGE (10%)				\$73,067.80
	LESS AMOUNT PREVIOUSLY PAID				\$77,302.44
	AMOUNT DUE CONTRACTOR				\$580,307.76

Engineer's Estimate No. 2
S.I.D. No. 299 (Aspen Creek)
Paving, Section 2
LRA Job No. 0112055.22-350
June 29, 2016
Page 3

Chairman and Board of Trustees
Sanitary and Improvement District No. 299
of Sarpy County, Nebraska
c/o Mr. Patrick Sullivan, Attorney
Adams & Sullivan, P.C.
1246 Golden Gate Drive, Suite 1
Papillion, NE 68046-2843

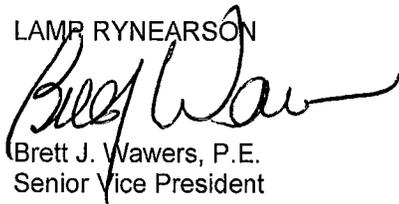
Dear Members of the Board:

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

A handwritten signature in black ink, appearing to read "Brett Wawers", is written over the printed name "Brett J. Wawers, P.E. Senior Vice President".

Brett J. Wawers, P.E.
Senior Vice President

c: Jerry Torczon
LUXA Construction



ADAMS & SULLIVAN PC, LLO
ATTORNEYS AT LAW

1246 Golden Gate Drive
Papillion, NE 68046
(402) 339-9550
Tax ID No. 47-0798754
www.adamsandsullivan.com

Jerry Torczon
11205 S. 150th Street
Suite 100
Omaha, NE 68138

Date: 7/07/2016

Regarding: SID 299, OPPD - Section 3
Invoice No: 17893

Services Rendered

<u>Date</u>	<u>Description</u>	
7/07/2016	Legal representation regarding Resolution of Necessity for OPPD - Section 3 (5% of total construction costs - \$141,750)	
		Total Fees <u>\$7,087.50</u>
	Total New Charges	<u>\$7,087.50</u>