

CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of Sanitary and Improvement District Number 302 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.

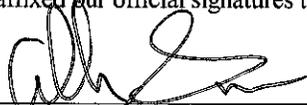
3. All of the subjects addressed at the Meeting were contained in the agenda for the Meeting, which agenda was kept continually current and readily available for public inspection at the address listed in the meeting notice for the Meeting and a copy of which is attached to this Certificate; such subjects 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.

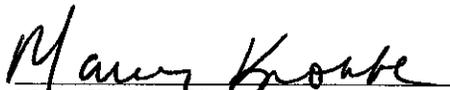
5. The minutes of the Meeting were in written form and available for public inspection within ten (10) working days after the Meeting or prior to the next convened meeting, whichever occurred earlier, at the office of the District; within thirty (30) days after the date of the Meeting, a copy of the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



Herbert Freeman, Chairman



Macey Knobbe, Clerk

**MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES
OF SANITARY AND IMPROVEMENT DISTRICT NO. 302 OF
SARPY COUNTY, NEBRASKA HELD AT 9:00 A.M. ON APRIL 12,
2016 AT 12040 MCDERMOTT PLAZA, STE. 200, LA VISTA,
NEBRASKA**

The meeting of the Board of Trustees of Sanitary and Improvement District No. 302 of Sarpy County, Nebraska was convened in open and public session at 9:00 a.m. on April 12, 2016, at 12040 McDermott Plaza, #200, La Vista, Nebraska, 68128.

Present at the meeting were Trustees Marcy Knobbe, Allen Grimes, and Mike Riedmann. Also present were Larry Jobeun of Fullenkamp, Doyle & Jobeun, attorneys on behalf of the District; Jeff Lake and Lucas Weatherly of Olsson Associates, engineers on behalf of the District; and Rob Wood of Kuehl Capital Corporation, the municipal advisors on behalf of the District. Trustees Herb Freeman and Greg Boulay were absent.

Notice of the meeting was given in advance thereof by publication in The Papillion Times on March 30 and April 6, 2016, a copy of the Proofs of Publication being attached to these minutes. Notice of the meeting was simultaneously given to all members of the Board of Trustees and a copy of their Acknowledgement of Receipt of Notice is attached to these minutes. Availability of the agenda was communicated in the published notice and in the notice of the Trustees of this meeting. All proceedings of the Board were taken while the convened meeting was open to the attendance of the public.

The Clerk then certified that notice of this meeting had been given to the City Clerk of Papillion, Nebraska and the Sarpy County Clerk at least seven (7) days prior to the time set by the Board of Trustees for this meeting and filed his Certificate to that effect, said Certificate being attached to these minutes and made part hereof by this reference.

It was then noted that the Board would need to appoint an Acting Chairman for the purposes of this meeting due to the fact that Chairman Freeman was not present. Then, upon a motion made by Trustee Knobbe, seconded by Trustee Riedemann with Trustee Grimes abstaining, Trustee Grimes was appointed as Acting Chairman for the purposes of this meeting. Grimes was further authorized to execute any and all documents presented at these proceedings, including but not limited to the warrants and acknowledgment.

Trustees Marcy Knobbe, Allen Grimes, and Mike Riedmann then voted "aye" and passed and adopted the proposed Resolution of Advisability and Necessity, being the same Resolution

adopted in form at the meeting of the Board of Trustees held on March 29, 2016, 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. 302 Sarpy County, Nebraska that the Resolution of Necessity for the District to enter into a Underground Service Agreement and related Agreement with OPPD for the construction of the electrical distribution system, street lighting and related improvements, be and hereby is approved as proposed at the meeting of the Board of Trustees held on March 29, 2016. The Board of Trustees further authorizes the District to issue payment to OPPD in the amount of \$159,300.00, of the Construction Fund of the District for completion of the above improvements, said warrants to be issued and delivered as part of these proceedings.

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

a)	Omaha Public Power District for construction and installation of the underground electrical distribution system, pursuant to the Underground Service Agreement.	\$159,300.00
b)	Fullenkamp, Doyle & Jobeun for legal services rendered in connection with item a) hereinabove (2%).	\$3,186.00
c)	Olsson Associates for engineering and design services relating to the construction projects of the District (No. 250364).	\$7,086.74
d)	Kuehl Capital Corporation for municipal advisory fees on Construction Fund Warrants issued at this meeting (2.5%).	\$4,239.32
e)	Ameritas Investment Corp. for underwriting fee (2.0%) on Construction Fund warrants issued at this meeting.	\$3,476.21
	Total:	\$177,288.27

Then, upon a motion duly made, seconded and upon a roll call vote of "aye" by the Trustees Marcy Knobbe, Allen Grimes and Mike Riedemann, the following Resolutions were unanimously adopted:

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 302 of Sarpy County, Nebraska that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Warrants No. 29 through 48, 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 and to be payable from the Construction Fund Account of the District (interest payable annually) and to be redeemed no later than five (5) years of the date of hereof, being April 12, 2021 (the "**Construction Fund Warrants**"), subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska after notice is given as required by law, to-wit:

- a) Warrants No. 29 through 43 for \$10,000.00 each and Warrant No. 44 for \$9,300.00, all made payable OPPD for the construction and installation of the underground electrical distribution system and related improvements. **CF**
- b) Warrant No. 45 for \$3,186.00 made payable to Fullenkamp, Doyle & Jobeun for legal services rendered in connection with item a) hereinabove. **CF**
- c) Warrant No. 46 for \$7,086.74 made payable to Olsson Associates for engineering/design services relating to various construction projects of the Districts. **CF**
- d) Warrant No. 47 for \$4,239.32 made payable to Kuehl Capital Corporation for municipal advisor services relating to Construction Fund Warrants issued at this meeting (2.5%). **CF**
- e) Warrants No. 48 for \$3,476.21 made payable to First National Capital Markets for underwriting fee on Construction Fund Warrants issued at this meeting (2.0%). **CF**

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 302 of Sarpy County, Nebraska, that the District hereby finds and determines and covenants, warrants and agrees as follows in connection with the issuance of the Construction Fund Warrants: (i) the improvements being financed by the Construction Fund Warrants are for essential governmental functions of the District and are designed to serve members of the general public on an equal basis; (ii) all said improvements have from the time of their first acquisition and construction been owned, are owned and are to be owned by the District or another political subdivision; (iii) to the extent special assessments have been or are to be levied for any of said improvements, such special assessments have been or are to be levied under Nebraska law as a matter of general application to all property specially benefited by said improvements in the District; (iv) the development of the land in the District is for residential or commercial use and the development of the land in the District for sale and

occupation by the general public has proceeded and is proceeding with reasonable speed; (v) other than any incidental use of said improvements by a developer during the initial period of development of said improvements, there have been, are and will be no persons with rights to use such improvements other than as members of the general public; (vi) none of the proceeds of said Construction Fund Warrants have been or will be loaned to any private person or entity; and (vii) and the District does not reasonably expect to sell or otherwise dispose of said improvements, in whole or in part, prior to the last maturity of the Construction Fund Warrants.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 302 of Sarpy County, Nebraska that the District hereby covenants and agrees as follows in connection with the issuance of the Construction Fund Warrants: (i) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Construction Fund Warrants and (ii) it will not use or permit the use of any proceeds of the Construction Fund Warrants or any other funds of the District nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Construction Fund Warrants. In addition, the District will adopt such other resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Construction Fund Warrants will remain excluded from federal gross income, to the extent any such actions can be taken by the District.

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

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 302 of Sarpy County, Nebraska that the District hereby designates the Construction Fund Warrants as its "qualified tax exempt obligations" under Section 265(b)(3)(B)(i)(III) of the Code.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 302 of Sarpy County, Nebraska that this and the preceding Resolutions are hereby adopted as the Certificate with Respect to Arbitrage of the District pertaining to the Construction Fund Warrants and the District hereby further certifies, as of the date of the registration of the Construction Fund Warrants with Sarpy County, Nebraska as follows:

1. The District reasonably anticipates that a portion of the monies in its Bond Fund will be expended for payment of principal of and interest on its bonds and/or construction fund warrants of the District within 12 months after receipt of such monies. The District hereby establishes a reserve fund within its Bond Fund in connection with the issuance of the Construction Fund Warrants in the amount equal to the least of (i) 10% of the stated principal amount of the Construction Fund Warrants, (ii) the maximum annual debt service due on the Construction Fund Warrants during any fiscal year, or (iii) 125% of the average annual debt service for the Construction Fund Warrants over the term of such warrants. That amount that is currently held in the District's Bond Fund which exceeds the amount to be expended for payment of principal and interest on the bonds and/or construction fund warrants of the District within 12 months after receipt of such monies, plus that amount arrived at pursuant to the immediately preceding sentence, will not be invested in any securities or any other investment obligations which bear a yield, as computed in accordance with the actuarial method, in excess of the yield on the Construction Fund Warrants.
2. To the best of their knowledge, information, and belief, the above expectations are reasonable.
3. The District has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its debt.
4. This Certificate is being passed, executed and delivered pursuant to Section 1.148-2 (b) (2) of the Income Tax Regulations under the Code (the "**Regulations**").

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 302 of Sarpy County, Nebraska that the District hereby authorizes and directs the Chair or Clerk to file or cause to be filed, when due, an information reporting form pursuant to Section 149(e) of the Internal Revenue Code of 1986, as amended (the "**Code**"), pertaining to the Construction Fund Warrants.

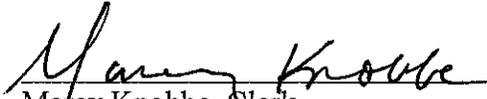
[Remainder of page intentionally left blank; signatures on following page]

**MINUTES SIGNATURE PAGE FROM THE MEETING OF
SANITARY AND IMPROVEMENT DISTRICT NO. 302 OF
SARPY COUNTY, NEBRASKA, HELD ON APRIL 12, 2016**

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



Herbert Freeman, Chairman


Marcy Knobbe, Clerk

**ACKNOWLEDGMENT OF
RECEIPT OF NOTICE OF MEETING**

The undersigned Trustees of Sanitary and Improvement District No. 302 of Sarpy County, Nebraska do hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said District and that the agenda for such meeting held at 9:00 a.m. on April 12, 2016, at 12040 McDermott Plaza, #200, La Vista, Nebraska, 68128, an agenda for which is kept continuously current at the office of the District's counsel.

DATED this 12th day of April, 2016.

Mary Kroebe
Allen

Michael A. [Signature]

CERTIFICATE

The undersigned being Clerk of Sanitary and Improvement District No. 302 of Sarpy County, Nebraska hereby certifies that Notice of meeting of the Board of Trustees of said District held on April 12, 2016, was to delivered the City Clerk of Papillion, Nebraska via facsimile and/or electronic mail transmittal at least seven (7) days prior to the date of said meeting.

The undersigned further certifies that the agenda for the meeting of the Board of Trustees of said District was prepared and available for public inspection at the address designated in the notice of meeting given in advance thereof by publication in The Papillion Times on March 30 and April 6, 2016, and that no items were added to the agenda after the commencement of the meeting; and further, that the minutes for the meeting were available for public inspection within ten (10) days of the date of said meeting and that a copy of the minutes of this meeting were sent to the Sarpy County Clerk, and the Clerk of the City of Papillion, Nebraska within thirty (30) days from the date of this meeting.


Marcy Knobbe, Clerk



January 14, 2016

S.I.D. No. 302 of Sarpy County (Prairie Hills)
Attn: Brianna Johnson
11440 W. Center Road
Omaha, NE 68144

RE: S.I.D. 302 (Prairie Hills)
OPPD Underground Service Agreement
Olsson Project No. A14-0631

Dear Mr. Jobeun and Members of the Board,

Enclosed are two (2) copies of an OPPD Underground Service Agreement. Olsson Associates has reviewed the agreement and recommends that the agreement should be signed by the Chairman and Clerk of the SID and enter into this agreement with OPPD. The engineer's estimate of the total cost of the agreement is as follows:

OPPD Underground Service Agreement	\$159,300.00
SUBTOTAL:	\$159,300.00
Estimated Legal, Fiscal, Interest, and Misc. Cost	<u>\$ 47,790.00</u>
TOTAL OPPD PROJECT COST:	\$ 207,090.00

We hereby recommend payment in the total amount of **\$159,300.00** to OPPD. Please return both copies of the Agreement to OPPD along with payment.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lucas Weatherly', is written over a horizontal line.

Lucas Weatherly, PE
Encls:

CC: File

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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 \$159,300.00.

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.

The outer boundaries of the area which may become subject to special assessments for said improvements are proposed to be the same as the outer boundaries of Sanitary and Improvement District No. 302 of Sarpy County, Nebraska.

Said agreement has been reviewed by Olsson, 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 improvements, including engineering fees, legal fees, fiscal fees, interest and other miscellaneous costs, which estimate is in the sum of \$210,000.00.

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.

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. 302 OF SARPY COUNTY, NEBRASKA

Publication Dates:
March 30th
April 6th

By: Herb Freeman, Chairman
Marcy Knobbs, Clerk
1937713; 3/30, 4/6

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

**SANITARY AND IMPROVEMENT DISTRICT NO. 302
OF SARPY COUNTY, NEBRASKA**

NOTICE

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 302 of Sarpy County, Nebraska will be held at **9:00 A.M. on April 12, 2016 at 12040 McDermott Plaza, Ste. 200, La Vista, 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. 302 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to enter into a Underground Service Agreement with OPPD for the construction of the electrical distribution system, street lighting and related equipment, which improvements shall be constructed in accordance with the following agreement:

UNDERGROUND SERVICE AGREEMENT

OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska ("OPPD") and SANITARY IMPROVEMENT DISTRICT NO. 302 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 118 Single Family single family dwelling units in the SID, also known as Prairie Hills, 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 \$159,300.00.

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.

The outer boundaries of the area which may become subject to special assessments for said improvements are proposed to be the same as the outer boundaries of Sanitary and Improvement District No. 302 of Sarpy County, Nebraska.

Said agreement has been reviewed by Olsson, 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 improvements, including engineering fees, legal fees, fiscal fees, interest and other miscellaneous costs, which estimate is in the sum of \$210,000.00.

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.

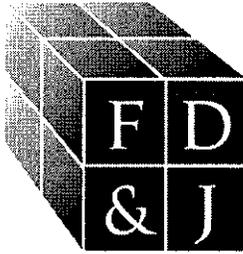
SANITARY AND IMPROVEMENT DISTRICT
NO. 302 OF SARPY COUNTY, NEBRASKA

Publication Dates:

March 30th

April 6th

By: Herb Freeman, Chairman
Marcy Knobbe, Clerk



FULLENKAMP
DOYLE &
JOBEUN

JOHN H. FULLENKAMP
ROBERT C. DOYLE
LARRY A. JOBEUN
BRIAN C. DOYLE
MARK B. JOHNSON

April 12, 2016

Chairman and Board of Trustees
Sanitary and Improvement District
No. 302 of Sarpy County, Nebraska

Statement of Services Rendered

For legal services rendered in connection with the construction of the underground electrical distribution system, pursuant to the Underground Service Agreement by and between the District and OPPD (2.0%).

LEGAL FEES:

\$3,186.00

EXPENSES: Filing Fees, Publications, Copying,
& Postage

\$ -0-

TOTAL AMOUNT DUE:

\$3,186.00

/s/ Larry A. Jobeun
Attorney for the District
Fullenkamp, Doyle & Jobeun

Invoice



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

March 31, 2016
 Invoice No: 250364

SID 302 Prairie Hills
 c/o Fullenkamp, Doyle, & Jobeun
 Attn: Brianna Johnson
 11440 W Center Rd
 Omaha, NE 68144

Invoice Total \$7,086.74

OA Project No. A14-0631 SID 302 Prairie Hills
 Professional services rendered through March 12, 2016 for work completed in accordance with agreement dated March 9, 2015.

Phase 100 Sanitary Sewer Design - Phase I

Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Sanitary Sewer Design - Phase I	29,943.00	90.00	26,948.70	26,948.70	0.00
Total Fee	29,943.00		26,948.70	26,948.70	0.00
Subtotal					0.00
Total this Phase					0.00

Phase 101 Sanitary Sewer Siphon Design - Phase I

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	7,000.00	7,000.00
Limit			7,000.00
Total this Phase			0.00

Phase 110 Storm Sewer Design - Phase I

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	30,597.00	30,597.00
Limit			30,597.00
Total this Phase			0.00

Phase 120 Paving Design - Phase I

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Paving Design - Phase I	51,657.00	90.00	46,491.30	46,491.30	0.00
Total Fee	51,657.00		46,491.30	46,491.30	0.00
Subtotal					0.00
Total this Phase					0.00

Phase	121	HWY 370 Turn Lane Design - Phase I		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				12,252.00
Balance Remaining				12,252.00
Total this Phase				0.00

Phase 130 Water Design and Coordination - Phase I

Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Water Design and Coordination - Phase I	48,533.00	90.0004	43,679.90	43,679.90	0.00
Total Fee	48,533.00		43,679.90	43,679.90	0.00
Subtotal					0.00

Reimbursable Expenses

Filing Fees				3,104.24
Total Reimbursables				3,104.24
Total this Phase				\$3,104.24

Phase 140 Gas Design and Coordination

Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Gas Design and Coordination	7,500.00	0.00	0.00	0.00	0.00

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	A14-0631	SID 302 Prairie Hills	Invoice	250364
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Total Fee	7,500.00	0.00	0.00	0.00
Subtotal				0.00
			Total this Phase	0.00

Phase 150 Power Design and Coordination

Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Power Design and Coordination	7,965.00	50.00	3,982.50	0.00	3,982.50
Total Fee	7,965.00		3,982.50	0.00	3,982.50
Subtotal					3,982.50
			Total this Phase		\$3,982.50

Phase 200 Sanitary Sewer Construction - Phase I

Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Sanitary Sewer Construction - Phase I	48,026.00	0.00	0.00	0.00	0.00
Total Fee	48,026.00		0.00	0.00	0.00
Subtotal					0.00
			Total this Phase		0.00

Phase 201 Sanitary Sewer Siphon Construction

Total this Phase 0.00

Phase 210 Storm Sewer Construction - Phase I

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			27,816.00
Balance Remaining			27,816.00
			Total this Phase 0.00

Phase 220 Paving Construction - Phase I

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Paving Construction - Phase I	51,657.00	0.00	0.00	0.00	0.00
Total Fee	51,657.00		0.00	0.00	0.00
Subtotal					0.00
Total this Phase					0.00

Phase	230	HWY 370 Turn Lane Construction - Phase I
Billing Limits		
Total Billings	0.00	0.00
Limit		11,138.00
Balance Remaining		11,138.00
		Total this Phase
		0.00

Phase	240	Water Construction and Coordination
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Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Water Construction and Coordination	47,582.00	0.00	0.00	0.00	0.00
Total Fee	47,582.00		0.00	0.00	0.00
Subtotal					0.00
Total this Phase					0.00

Phase	250	Gas Construction and Coordination
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Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Gas Construction and Coordination	7,500.00	0.00	0.00	0.00	0.00
Total Fee	7,500.00		0.00	0.00	0.00
Subtotal					0.00

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

AGENDA

Sanitary and Improvement District No. 302 of Sarpy County, Nebraska (Prairie Hills); meeting to be held April 12, 2016, 9:00 a.m. at 12040 McDermott Plaza, La Vista, Nebraska.

- 1. Present Nebraska Open Meetings Act.

Trustees – ~~Herb Freeman, Chair~~
Marcy Knobbe, Clerk ✓
Allen Grimes ✓
~~Greg Boulay~~
Mike Riedmann ✓

- ✓ 2. Vote on and approve the Resolution of Necessity for the District to enter into an Underground Service Agreement and related Agreement (for street lighting), with Omaha Public Power District, the same having been approved in form at the March 29, 2016 meeting of the District.

~~Hold~~
~~until~~
~~Apr. 19, 2016~~
~~NM~~

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

a)	Omaha Public Power District for construction and installation of the underground electrical distribution system, pursuant to the Underground Service Agreement.	\$159,300.00
b)	Fullenkamp, Doyle & Jobeun for legal services rendered in connection with item a) hereinabove (2%).	\$3,186.00
c)	Olsson Associates for engineering and design services relating to the construction projects of the District (No. 250364).	\$7,086.74
d)	Kuehl Capital Corporation for municipal advisory fees on Construction Fund Warrants issued at this meeting (2.5%).	\$4,239.32
e)	Ameritas Investment Corp. for underwriting fee (2.0%) on Construction Fund warrants issued at this meeting.	\$3,476.21

- 4. Any and all business before the Board as deemed necessary.

Allen → - w. property for sale → easement H₂O → need done ASAP
(see legal from Devesa)
- Property line replots (x2) for ~~model~~ lots (new floor plan to be introduced - spec. home)