

CERTIFICATE

The undersigned hereby certify that they are the Chairwoman and Clerk of **Sanitary and Improvement District Number 23 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 6th day of August

2024

Jeannine Glesmann, Chairwoman


Mary McNamara, Clerk

**MEETING MINUTES
SANITARY AND IMPROVEMENT DISTRICT NO. 23
OF SARPY COUNTY, NEBRASKA**

The meeting of the Board of Trustees of Sanitary and Improvement District No. 23 of Sarpy County, Nebraska was convened in open and public session at 6:30 p.m. on August 6, 2024, at Westmont Elementary, 13210 Glenn St., Omaha, Nebraska:

Present at the meeting were Trustees Jason Henley, Jeannine Glesmann and Mary McNamara. Patirica Drummond, and Paula Ann Bidrowsky were absent. Also present was Mark Johnson, attorney for the District, Amanda Sudbeck from Bluestem Capital Partners, financial advisor for the District, Don Heine of TD2, engineer for the District, Account Receivable Clerk, and Gary Shepherd (accountant), and Mike Quinn with Quinn Services. About six residents were also present.

Notice of the meeting was given in advance thereof by publication in *The Daily Record on July 23, 2024*, a copy of the Proof of Publication being attached to these minutes. Notice of the meeting was simultaneously given to all members of the Board of Trustees and a copy of their Acknowledgment of Receipt of Notice is attached to these minutes. Notice of the meeting was simultaneously given to all members of the Board of Trustees and a copy of their Acknowledgment of Receipt of Notice is attached to these minutes. Availability of the agenda was communicated in the published notice and in the notice to the Trustees of this meeting. All proceedings of the Board were taken while the convened meeting was open to the attendance of the public.

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

The Chairwoman 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 Chairwoman then stated that the next meeting of the Board will be held on Tuesday, September 3, 2024, at 6:30 p.m. at Westmont Elementary, 13210 Glenn St, Omaha, Nebraska.

Springfield/Plattview Schools and Assistant Principal in attendance. They discussed their tennis team potentially using the tennis courts at Apollo Park. The Board voted to tell the school district to send over a draft agreement for review and approval at the next meeting. The school agreed and will send it over.

Bluestem Capital Partners provided their report. Levy recommendation is to keep the same, but to reduce the GF levy to \$0.28 and increase the BF levy to \$0.33. The Board discussed the desire to keep the GF a little higher to be conservative. The Board would like the budget to set forth a levy of \$0.34 in the GF and \$0.33 in the BF. Bluestem will communicate this with the CPA.

The Chairman then presented the Bond Resolution authorizing the issuance of \$1,750,000 principal amount of the bonds of the District. After discussion, the Resolution attached to these minutes, identified as "Bond Resolution" and by reference made a part here of as if fully incorporated herein, was duly moved, seconded, and upon a roll call of "aye" by the Trustees, was adopted. Said Bond Resolution having been consented to by a unanimous vote of the Board of Trustees, was by the Clerk declared passed and adopted, and the Chairman and Clerk be and hereby are authorized and directed to execute said Bond Resolution on behalf of the District. The Clerk was then directed to attach a fully executed copy to these minutes. The attorney for the district was then instructed to proceed with securing a hearing date for the issuance of said bonds and approval of the District Court for same.

Following discussion, a motion was duly made, seconded and upon a roll call vote of "aye" by the Trustees, the following resolutions were adopted:

RESOLVED that UMB Bank N.A. of West Des Moines, Iowa had been appointed as Paying Agent and Registrar for the payment of principal and interest on the Series 2024 Bonds of this District dated September 19, 2024, which appointment is hereby confirmed and ratified, and the County Treasurer of Sarpy County, Nebraska, as ex-officio treasurer of this District is hereby authorized and directed to pay, from time to time, to said Paying Agent, from funds of the District, such amounts of money as such Paying Agent shall certify in writing to the County Treasurer as shall be needed for paying of principal and interest on bonds of the District, such certificate of the Paying Agent to show the amounts needed for payment of principal or interest, the data upon which amount is due, and the date when such transfer shall be made to the Paying Agent by the County Treasurer for each transfer of funds requested by the Paying Agent.

BE IT FURTHER RESOLVED that the Chairman and Clerk of this District shall certify this Resolution to said County Treasurer who may deem this Resolution to be a continuing Resolution and authorization to make transfers to such Paying Agent, until and unless the County Treasurer is notified of termination of such authority.

Engineering updates. The Paving Reconstruction contractor will likely start in October. The Water meter readers are on backorder, so they won't start until they get those in-hand. The process to obtain proposals for the Water Operator is still on going. TD2 hoping to have more information at the next meeting.

The Chairwoman then presented the following statements for payment from the Construction Fund Account of the District:

- a) City of Papillion for 1% review fee on 2024 Paving Reconstruction project. \$13,588.12
1% Review Fee 2024 Paving Reconstruction
 - b) Fullenkamp, Jobeun, Johnson & Beller for legal services in connection with the 2024 Paving Reconstruction 1% Review Fee. 679.41
Legal Fees 2024 Paving Reconstruction 1% Review Fee
 - c) Bluestem Capital Partners, Inc., for Financial Advisor/Fiscal Agent Services for Fiscal Year 2024-2025. 4,500.00
3180
- Total \$18,767.53**

The Chairwoman then presented the following statements for payment from the General Fund Account of the District:

- a) Omaha Public Power District for electrical services. \$2,466.89
Acct. #6804100060
- b) Thompson, Dreessen & Dorner, Inc., for engineering services. 803.50
164213
- c) AmeriLawn for mowing services. 5,025.00
 - LWN 24-15537 \$675.00
 - LWN24-15819 \$675.00
 - LWN24-16016 \$675.00
 - LWN24-16141 \$975.00
 - LWN24-16209 \$675.00
 - LWN24-16415 \$675.00
 - LWN24-16579 \$675.00
- d) Sarpy County for June sewer use billing. 10,658.40
1765SWR June
- e) TREKK Design Group for unplugging lines. 4,705.00
24-001040

f)	Kersten Construction Inc., for hydrant repair and water main repair.	4,740.02
	33553	\$1,316.67
	33554	\$3,423.35
g)	Park Service LLC for annual camera maintenance and monitoring.	2,000.00
	2021518	
h)	City of Omaha for April sewer billing.	303.49
	247048 April	
i)	Electric Company of Omaha for repairing the lights on the water tower.	1,397.71
	39637	
j)	June Jordening for July accounts receivable services.	1,354.06
	Accounts Receivable - July	
k)	Mary McNamara for July Clerk Fees. (net).	92.35
	Clerk Fees - July	
l)	Fullenkamp, Jobeun, Johnson & Beller Trust Account for IRS withholdings.	7.65
m)	Quinn Services for July operator services.	5,323.23
	July operator services	
n)	Professional Accounting for July accounting services.	1,845.10
	July accounting services	
o)	G.F. Pesek, Inc., for June back-up operator services.	890.00
	June back-up operator services.	
Total		\$41,612.40

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

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 23 of Sarpy County, Nebraska that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Warrant Nos. 11678 through 11705, inclusive, of the District, dated the date of the meeting, to the following payees, for the following services and in the following amounts, said warrants to draw interest at the rate of 6% per annum, Warrants No. 11678 through 11690, inclusive, to be payable from the Construction Fund Account of the District (interest to be payable on March 1 of each year) and to be redeemed no later than five

years from the date hereof, being August 6, 2029, 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 and Warrant Nos. 11691 through 11705, inclusive, to be payable from the General Fund Account of the District and to be redeemed no later than three years from the date hereof being August 6, 2027 to-wit:

Construction Fund Warrants:

- a) Warrant No. 11688 for \$13,588.12 payable to the City of Papillion for 1% review fee on 2024 Paving Reconstruction project.
- b) Warrant No. 11689 for \$679.41 payable to Fullenkamp, Jobeun, Johnson & Beller for legal services in connection with the 2024 Paving Reconstruction 1% Review Fee.
- c) Warrant No. 11690 for \$4,500.00 payable to Bluestem Capital Partners, Inc., for Financial Advisor/Fiscal Agent Services for Fiscal Year 2024-2025.

General Fund Warrants:

- a) Warrant No. 11691 for \$2,466.89 payable to the Omaha Public Power District for electrical services.
- b) Warrant No. 11692 for \$803.50 payable to Thompson, Dreessen & Dorner, Inc., for engineering services.
- c) Warrant No. 11693 for \$5,025.00 payable to AmeriLawn for mowing services.
- d) Warrant No. 11694 for \$10,658.40 payable to Sarpy County for June sewer use billing.
- e) Warrant No. 11695 for \$4,705.00 payable to TREKK Design Group for unplugging lines.
- f) Warrant No. 11696 for \$4,740.02 payable to Kersten Construction Inc., for hydrant repair and water main repair.
- g) Warrant No. 11697 for \$2,000.00 payable to Park Service LLC for annual camera maintenance and monitoring.
- h) Warrant No. 11698 for \$303.49 payable to the City of Omaha for April sewer billing.
- i) Warrant No. 11699 for \$1,397.71 payable to Electric Company of Omaha for repairing the lights on the water tower.
- j) Warrant No. 11700 for \$1,354.06 payable to June Jordening for July accounts receivable services.
- k) Warrant No. 11701 for \$92.35 payable to Mary McNamara for July Clerk Fees. (net).
- l) Warrant No. 11702 for \$7.65 payable to Fullenkamp, Jobeun, Johnson & Beller Trust Account for IRS withholdings.

- m) Warrant No. 11703 for \$5,323.23 payable to Quinn Services for July operator services.
- n) Warrant No. 11704 for \$1,845.10 payable to Professional Accounting for July accounting services.
- o) Warrant No. 11705 for \$890.00 payable to G.F. Pesek, Inc., for June back-up operator services.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 23 of Sarpy County, Nebraska the District hereby authorizes and directs the Chair or Clerk to file or cause to be filed, when due, an information reporting form pursuant to Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code"), pertaining to the General Fund Warrants and Construction Fund Warrants;

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

Michael Quinn provided and discussed his report. Both wells cycling properly. The routine monthly coliform test for July indicated total coliform absent and meets bacterial standards. Ecoli absent. The storm took out both wells' power. He worked with OPPD to get the power restored that night. There were 15 poles knocked down along 132nd North of Cornhusker. The next morning the power was not restored, and he hooked up his personal generator to the south well and fired it up. The generator ran for 15 minutes, and it shut down. He waited a little while and made sure it was hooked up properly and fired it up again. This time the electrician taking the reading saw the transformer had blown and said to shut it down, but the generator stopped by itself. The SID generator mechanic said it wasn't getting enough fuel. They changed out the fuel filter and it came down to purchasing a 12-volt fuel pump to push the fuel through the system. They got it running and moved it to the North well and hooked it up, switched everything over, off commercial power, and it ran great for 24 hours. The relay switch resistor failed, and it would not turn on the well automatically. He had been running it by hand since. The parts for both wells have been ordered and will be replaced as soon as possible.

The Wastewater System monitored routinely and cycling properly. The storm took out the power to the neighborhood which shut down the lift station. He put out a message to the Board letting them know that everything was down and asked them if anyone called OPPD. Mr. Quinn called them at 9:15 p.m. and explained the priority of Westmont and they agreed and by 10:30

p.m. OPPD came out and they removed the branch off the primaries and put a new fuse in and power was restored to the district well to 85%.

June Jordening presented her report.

Accountant Gary Shepherd provided his report.

{Signature Page Follows:}

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

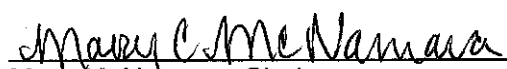
Jeannine Glesmann
Jeannine Glesmann, Chairwoman

Mary C. McNamara
Mary McNamara, Clerk

CERTIFICATE

The undersigned being Clerk of Sanitary and Improvement District No. 23 of Sarpy County, Nebraska hereby certifies that Notice of a Meeting of the Board of Trustees of said District held on August 6, 2024, was given to the Sarpy County Clerk at least seven days prior to the date of said meeting.

The undersigned further certifies that the agenda for the meeting of the Board of Trustees of said District was prepared and available for public inspection at the address designed in the notice of meeting published in the *Daily Record* on July 23, 2024, and that no items were added to the agenda after the commencement of the meeting; and further, that the minutes for the meeting were available for public inspection within ten (10) days of the date of said meeting and that a copy of the minutes of this meeting were sent to the Sarpy County Clerk of Papillion, Nebraska within thirty days from the date of this meeting.


Mary McNamara, Clerk

FULLENKAMP JOBEUN
JOHNSON & BELLER, L.L.P.
11440 West Center Road, Suite C
Omaha, Nebraska 68144

NOTICE OF MEETING

**SANITARY AND IMPROVEMENT
DISTRICT NO. 23 OF
SARPY COUNTY, NEBRASKA**

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 23 of Sarpy County, Nebraska will be held at **6:30 p.m. on August 6, 2024**, at **Westmont Elementary School, 13210 Glenn St, Omaha, Nebraska**, which meeting will be open to the public. An agenda for such meeting kept continuously current is available for public inspection at 11440 West Center Road, Ste. C., Omaha, Nebraska, and includes the payment of bills of the District.

Clerk of the District

7/23

ZNEZ

**THE DAILY RECORD
OF OMAHA**
JASON W. HUFF, Publisher
PROOF OF PUBLICATION

UNITED STATES OF AMERICA,

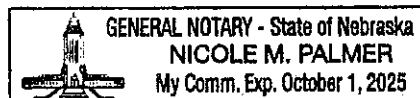
The State of Nebraska,
District of Nebraska,
County of Douglas,
City of Omaha

} ss.

JASON W. HUFF and/or JOSIE CHARRON, being duly sworn, deposes and say that they are the PUBLISHER and/or MANAGING EDITOR of THE DAILY RECORD, of Omaha, a legal newspaper, printed and published daily in the English language, having a bona fide paid circulation in Douglas County in excess of 300 copies, and a general circulation in Sarpy, Lancaster, Cass and Dodge Counties, printed in Omaha, in said County of Douglas, Nebraska for more than fifty-two weeks last past; that the printed notice here-to attached was published in THE DAILY RECORD, of Omaha, for 1 consecutive weeks on:

7/23/24

That said Newspaper during that time was regularly published and in general circulation in the County of Douglas, and State of Nebraska.



Publisher's Fee

\$34.67

Additional Copies

\$ _____

Filing Fee

\$ _____

Total \$34.67

Jason W Huff

Subscribed in my presence and sworn to before
me this JULY 23 2024

Nicole M Palmer

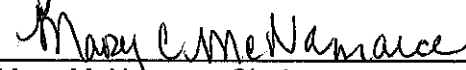
Notary Public in and for Douglas County, State
of Nebraska

ACKNOWLEDGMENT OF RECEIPT OF
NOTICE OF MEETING

The undersigned Trustees of Sanitary and Improvement District No. 23 of Sarpy County, Nebraska do hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said District and the agenda for such meeting held at 6:30 p.m. on August 6, 2024, at Westmont Elementary, 13210 Glenn St., Omaha, Nebraska:

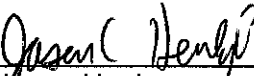
DATED: AUGUST 6, 2024


Jeannine Glesmann, Chairwoman


Mary McNamara, Clerk

Paula Ann Bidrowsky

Patricia Drummond


Jason Henley

BOND RESOLUTION

BE IT RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 23 of Sarpy County, Nebraska (the "**District**"), as follows:

Section 1. Authorization. The Board of Trustees (the "**Board**") finds and determines that:

(a) Such District was duly organized under the provisions of Section 31-727 et seq. Reissue Revised Statutes of Nebraska, as amended (the "**Act**"); that the Board has or will adopt one or more resolutions of necessity (collectively, the "**Resolutions of Necessity**") for the Project (defined herein), that all of such work has or will be completed in accordance with the Resolutions of Necessity, and will be accepted by the Board of Trustees of the District.

(b) The Board further finds that after applying all other funds available for the Project it is now necessary and appropriate for the District to issue bonds in the principal amount of \$1,750,000 to fund a Project Account in the District's Bond Fund to finance the costs of street improvements within the District (the "**Project**"). The Project constitutes a "corporate purpose" of the District, as such term is used in the Act.

Section 2. Conditions Satisfied. The Board hereby further finds and determines that it is necessary and advisable for the District to issue and sell its general obligation bonds in the principal amount of \$1,750,000 to provide funds for the cost of the Project; and that all conditions, acts and things required by law to exist or to be done precedent to the issuance of the general obligation bonds of the District in the amount of \$1,750,000 pursuant to the Act, do exist and have been done as required by law.

Section 3. Bond Terms. For the purposes specified in Sections 1 and 2 there are hereby ordered issued fully registered bonds of the District in the total principal amount of \$1,750,000 which shall be designated as "General Obligation Bonds, Series 2024", (hereinafter referred to as "**Bonds**") and shall bear interest at the rates per annum and mature on September 15 in each of the years and in the principal amounts as follows:

Type	Maturity Date (September 15)	Principal Amount	Interest Rate	Price	Type	Maturity Date (September 15)	Principal Amount	Interest Rate	Price
Serial	2029	\$65,000	4.10%	100%	Serial	2038	\$ 95,000	4.80%	100%
Serial	2030	65,000	4.20	100	Serial	2039	95,000	4.90	100
Serial	2031	70,000	4.30	100	Serial	2040	100,000	4.95	100
Serial	2032	75,000	4.35	100	Serial	2041	110,000	5.00	100
Serial	2033	75,000	4.40	100	Serial	2042	115,000	5.05	100
Serial	2034	80,000	4.45	100	Serial	2043	120,000	5.10	100
Serial	2035	80,000	4.50	100	Serial	2044	125,000	5.15	100
Serial	2036	85,000	4.60	100	Serial	2045	305,000	5.20	100
Serial	2037	90,000	4.70	100					

(a) Bonds maturing on or after September 15, 2030 are subject to redemption in whole or in part prior to maturity at the option of the District at any time on or after September 15, 2029, at the principal amount thereof plus accrued interest to the date set for redemption, with no redemption premium. The District may select the maturity of the Bonds so to be redeemed in its sole discretion.

(b) [Reserved].

(c) The Bonds shall be issued in the form of fully registered bonds, in the denomination of \$5,000 or any integral multiple thereof ("**Authorized Denominations**"), and may

contain such variations, omissions and insertions as are incidental to such differences of series, denomination and form. The bonds initially issued shall be dated September 19, 2024 and bonds issued upon exchanges and transfer of bonds shall be dated so that no gain or loss of interest shall result from such transfer. Each bond shall bear interest from the date thereof and bonds shall be numbered 1 upward, in order of their issuance. Interest on the bonds shall be payable semi-annually on March 15 and September 15 of each year, (each an **"Interest Payment Date"**) commencing March 15, 2025. The principal of the Bonds shall be payable upon presentation and surrender thereof at the principal corporate trust office of UMB Bank, N.A., West Des Moines, Iowa, which is hereby designated as Paying Agent and Registrar for the bonds (the **"Paying Agent"**). Interest on said bonds will be paid on each Interest Payment Date by wire transfer, check or draft mailed by the Paying Agent, to the person in whose name the ownership of each bond is registered on the books of the Paying Agent at the close of business on the first day of the month in which an Interest Payment Date occurs (the **"Record Date"**). Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. If payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent whenever monies for the purpose of paying such defaulted interest become available. The principal and interest on the Bonds are payable in lawful money of the United States of America.

Section 4. Book-Entry Bonds; Execution of Bonds. The Bonds shall be executed on behalf of the District with the manual or facsimile signatures of the Chair and Clerk of the District in office on September 19, 2024. In case any officer whose signature shall appear on the Bonds ceases to be such officer before the delivery of the Bonds, such signature shall, nevertheless, be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Each Bond shall have endorsed thereof a certificate of authentication substantially in the form hereinafter set forth, duly executed by the Paying Agent. No Bonds shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Paying Agent and such executed certificate upon any such Bond shall be conclusive evidence that such bond has been authenticated and delivered in accordance with this Bond Resolution.

At the request of the Purchaser of the Bonds, the District hereby provides and directs that the Bonds may be issued initially in "book-entry-only" form under the services of The Depository Trust Company (the **"Depository"**), with one typewritten bond per maturity being issued to the Depository. In such connection, said officers are authorized to execute and deliver a Letter of Representation in the form required by the Depository, for and on behalf of the District which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The District and the Paying Agent shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds the Bonds as securities depository (each, a **"Bond Participant"**) or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each, a **"Beneficial Owner"**) with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds;

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption; or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Paying Agent shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond.

(b) Upon receipt by the Paying Agent of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent to do so, the Paying Agent will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the District, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever the name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the District determines that it is desirable that certificates representing the Bonds be delivered to the ultimate Beneficial Owners of the Bonds and so notifies the Paying Agent in writing, the Paying Agent shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Paying Agent shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in Authorized Denominations.

(d) Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bonds shall be made and given, respectively, to the Depository as provided in the Letter of Representation.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Paying Agent, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section and the terms of the Paying Agent and Registrar's Agreement.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bonds has been replaced in accordance with the provisions of this Bond Resolution, the books and records of the Paying Agent shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the District shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent

transfers or in the event of partial redemption. In the event that such supply of bond certificates shall be insufficient to meet the requirements of the Paying Agent for issuance of replacement Bonds upon transfer or partial redemption, the District agrees to order printed an additional supply of bond certificates and to direct their execution by facsimile or manual signatures of its then duly qualified and acting Chair and Clerk. In case any officer whose signature or facsimile thereof shall appear on any Bond ceases to be such officer before the delivery of such Bond (including bond certificates delivered to the Paying Agent for issuance upon transfer or partial redemption), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond.

Section 5. Registration, Transfer and Payment. The District and the Paying Agent may treat the registered owner of any Bond as the absolute owner of such bond for the purpose of making payment thereof and for all other purposes and neither the District nor the Paying Agent shall be bound by any notice or knowledge to the contrary, whether such bonds shall be overdue or not. All payments of or on account of interest to any registered owner of any Bond and all payments of or on account of principal to the registered owner of any Bond, shall be valid and effectual and shall be a discharge of the District and the Paying Agent, in respect of the liability upon the bond or claim for interest, as the case may be, to the extent of the sum or sums paid.

The District will cause books for the registration and transfer of the Bonds to be kept at the principal office of the Paying Agent at all times while any of such bonds shall be outstanding. Any Bond may be transferred pursuant to its provisions at the principal office of the Paying Agent by surrender of such bond for cancellation, accompanied by a written instrument of transfer in a form satisfactory to such Paying Agent duly executed by the registered owner in person or by his or her duly authorized agent, and thereupon the Paying Agent will authenticate and deliver at the office of the Paying Agent (or send by registered mail to the owner thereof at such owner's expense), in the name of the transferee or transferees, a new bond of the same series, interest rate, principal amount and maturity, dated so there shall result no gain or loss of interest as a result of such transfer. Subject to the limitation of Authorized Denominations set forth herein, one bond may be transferred for several other bonds of this issue, series, interest rate and maturity, and for a like aggregate principal amount and several such bonds of this issue may be transferred for one or several such bonds, respectively, of this issue, series, interest rate and maturity and for a like aggregate principal amount.

As a condition of any registration or transfer, the Paying Agent may at its option require the payment of a sum sufficient to reimburse it or the District for any tax or other governmental charge that may be imposed thereon. The Paying Agent may charge reasonable fees for a transfer provided, however, the District shall not pay any such fees.

The Paying Agent shall not be required (a) to issue, transfer or exchange bonds from the Record Date until the next Interest Payment Date; (b) to issue, register or transfer any bonds for a period of 15 days immediately preceding any selection of bonds for redemption or for a period of 15 days thereafter; or (c) to register, transfer or exchange any bonds which have been designated for redemption within a period of 30 days immediately preceding the date fixed for redemption.

Transfer of interests in the Bonds, will be governed by the procedures described under Section 5 herein so long as the Depository is in place.

Section 6. Effect of Redemption. Notice of redemption of any Bonds or a portion thereof shall be given by first class mail to the registered owner of such bond, addressed to his or her registered address and placed in the mail not less than 30 nor more than 60 days prior to the date fixed for redemption. Such notice shall specify the numbers of the Bonds called for redemption, the redemption date and the place

where the redemption amount will be payable, and in the case of Bonds to be redeemed in part only, such notice shall specify the respective portion of the principal amount thereof to be redeemed. A notice of optional redemption shall describe whether and the conditions under which the call for redemption shall be revoked. If the Paying Agent shall hold funds sufficient for such redemption on the date fixed for redemption and such notice shall have been given, the Bonds or the portion thereof thus called for redemption shall not bear interest after the date fixed for redemption.

If less than all of the Bonds of any maturity are to be redeemed, the Paying Agent shall determine, in its sole discretion in any manner deemed by it to be fair and equitable, the particular portions of such maturity so to be redeemed. Any Bond shall be subject to redemption in part in a principal amount equal to \$5,000 or any integral multiple thereof.

In case of any optional redemption at the election of the District, the District shall, at least 45 days prior to the redemption date fixed by the District (unless a shorter notice shall be satisfactory to the Paying Agent) give written notice to the Paying Agent directing the Paying Agent to call Bonds for redemption and give notice of redemption specifying the redemption date, the principal amount, and portions of Bonds to be called for redemption, the applicable redemption price or prices and the provision or provisions of this Bond Resolution pursuant to which such Bonds are to be called for redemption.

Section 7. Security for Bonds. The District agrees that it will collect all special assessments levied against the property within the District and will cause the same to be set aside and constitute a sinking fund for the payment of the interest on and principal of bonds and construction warrants of the District now or hereafter issued and outstanding. The District further agrees that it will cause to be levied annually upon all the taxable property in the District, a tax which, together with such sinking fund, will be sufficient to meet the payment of interest on and principal of the Bonds and other bonds issued by the District, as such interest and principal become due. The District hereby irrevocably pledges its full faith, credit and resources and the taxing power of the District for the prompt payment of the principal and interest on the Bonds as the same become due.

The Clerk shall make and certify in duplicate a complete transcript and statement of all proceedings had and done by the District precedent to the issuance of the Bonds, which shall be delivered to the Purchaser. The Clerk shall cause the information filing required by Section 10-140, Reissue Revised Statutes of Nebraska, as amended, with respect to the Bonds to be filed with the Auditor of Public Accounts, as provided by law.

Section 8. Designation of Paying Agent. UMB Bank, N.A., West Des Moines, Iowa, is hereby appointed as Paying Agent for the Bonds. The Chair and Clerk of this District are hereby authorized to execute and deliver an agreement with said Paying Agent, setting forth the respective duties of the parties in such form as the Chair and Clerk shall determine. The District agrees to pay the fees and expenses of said Paying Agent, on or before any interest or principal payment date or any date upon which the Bonds are to be redeemed. The District shall transfer to the Paying Agent funds sufficient to pay the principal and interest due on such payment or redemption date and the Chair and Clerk then serving are hereby authorized and directed, without further authorization or direction, to make such transfers of funds and draw warrants upon the County Treasurer, as Treasurer of the District, in such amounts and at such times as shall be necessary to provide to the Paying Agent funds sufficient for such purpose.

Section 9. Bond Form. The Bonds shall be in substantially the following form, with such modifications as shall be necessary or advisable to comply with the terms of this Bond Resolution.

UNITED STATES OF AMERICA
STATE OF NEBRASKA
SANITARY AND IMPROVEMENT DISTRICT NO. 23
OF SARPY COUNTY, NEBRASKA
GENERAL OBLIGATION BOND
SERIES 2024

R-_____

\$ _____

Interest Rate

_____%

Maturity Date

September 15,
[MATURITY]

Date of Original Issue

September 19, 2024

CUSIP

Registered Owner: Cede & Co.

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS: That Sanitary and Improvement District No. 23 of Sarpy County, Nebraska, being organized and existing under Chapter 31, Article 7, Reissue Revised Statutes of Nebraska, as amended, (the “Act”) hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above, or registered assigns, on the maturity date specified above (unless sooner redeemed), the principal amount specified above upon surrender of this bond, and to pay interest on said amount from the date hereof to maturity or earlier redemption at the rate per annum specified above, payable semi-annually on March 15 and September 15 of each year, commencing on March 15, 2025. Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal on this bond is payable upon presentation and surrender hereof at the principal corporate trust office of UMB Bank, N.A., West Des Moines, Iowa, as Paying Agent and Registrar (the “Paying Agent”). Interest on this bond will be paid on each interest payment date by wire transfer, check or draft mailed to the person in whose name this bond is registered on the books of the Paying Agent at the close of business on the first day of the month in which an interest payment date occurs. Interest in default shall be paid to the registered owner hereof as of any special record date designated by the Paying Agent. The principal and interest on this bond are payable in lawful money of the United States of America; and

for the prompt payment of such principal and interest, as the same become due, the full faith, credit and resources of said District are hereby irrevocably pledged.

The bonds of the series of which this bond is one are subject to redemption as set forth in the Bond Resolution.

Notice of redemption of this bond or any portion hereof shall be given by first class mail to the registered owner addressed to his or her last registered address and placed in the mail not less than 30 days no more than 60 days prior to the date fixed for redemption. If funds sufficient for such redemption shall be held by the Paying Agent on the date fixed for redemption and such notice shall have been given, the bonds or the portion thus called for redemption shall not bear interest after the date fixed for redemption.

This bond is one of an issue of bonds, all originally dated September 19, 2024 and of like tenor herewith except as to amount, date of maturity, and rate of interest, in the total principal amount of \$1,750,000 issued by said District for the purpose of paying all or a portion of the cost of Project (as defined in the Bond Resolution), in strict compliance with the provisions of the Act; and the issuance of said bonds has been duly authorized by proceedings duly had and a Bond Resolution duly passed and adopted by the Chair and Board of Trustees of said District, and approved by the District Court of Sarpy County, Nebraska in an action brought for that purpose.

Special assessments have been levied upon the properties within the District, which special assessments are valid liens against the respective lots and parcels of land upon which they have been levied. The District agrees that it will collect said special assessments and that the same shall be set aside and constitute a sinking fund for the payment of the interest on and principal of this bond and other bonds and construction warrants of the District now or hereafter issued; and that the District will cause to be levied annually upon all taxable property in said District a tax which, together with such sinking fund derived from the special assessments, will be sufficient to meet the payments of interest on and principal of this bond and other bonds of the District now or hereafter outstanding, as such principal and interest become due.

This bond is transferable by the registered owner or his or her attorney duly authorized in writing at the principal office of the Paying Agent upon surrender and cancellation of this bond, and thereupon a

new bond (or bonds) in the same principal amount (or in any multiple of \$5,000) and with the same interest rate and maturity will be issued to the transferee as provided in the Bond Resolution. The District and Paying Agent and any other person may treat the person in whose name this bond is registered as the absolute owner thereof for the purpose of receiving payment and for all other purposes, and shall not be affected by any notice to the contrary whether this bond be overdue or not.

This bond shall not be valid and binding on the District until authenticated by the Paying Agent in the space herein below indicated.

AS PROVIDED IN THE BOND RESOLUTION REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK, REFERRED TO HEREINAFTER AS "DTC" TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE BOND RESOLUTION AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE BOND RESOLUTION TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT. DTC, OR A NOMINEE, TRANSFeree, OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE BOND RESOLUTION.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE PAYING AGENT FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREOF IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond, did exist, did happen, and were done and performed in regular and due form and time as required by law, and that the indebtedness of the District including this bond, does not exceed any limitation imposed by law.

IN WITNESS WHEREOF, Sanitary and Improvement District No. 23 of Sarpy County, Nebraska,
has caused this bond to be executed on its behalf with the manual or facsimile signatures of its Chair and
Clerk, all as of the date specified above.

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

By: _____
Chair

ATTEST:

Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds of the issue designated therein and issued under the provisions of the
Bond Resolution authorizing said issue.

UMB Bank, N.A.
West Des Moines, Iowa

By: _____
Authorized Signature

ASSIGNMENT

For value received _____ hereby sells, assigns and transfers unto _____ the within mentioned bond and hereby irrevocably constitutes and appoints _____ Attorney, to transfer the same on the books of registration in the office of the within-mentioned Paying Agent with full power of substitution in the premises.

Dated: _____

Registered Owner

Registered Owner

Witness: _____

NOTE: The signature of this assignment must correspond with the name as written on the face of the within-mentioned bond in every particular, without alteration, enlargement or any change whatsoever.

Section 10. Sale of Bonds. The Bonds shall be and are hereby sold to Ameritas Investment Company, LLC (the "**Purchaser**"), at a price equal to \$1,715,000 (the "**Purchase Price**"), which represents the aggregate principal amount of the Bonds, less a 2.00% underwriter's discount. The Purchase Price shall be paid to the County Treasurer of Sarpy County, Nebraska (the "**Treasurer**") and applied as provided herein.

Section 11. Use of Bond Proceeds. A portion of the Purchase Price in the amount of \$1,628,950 along with cash from the District's Bond Fund in the amount of \$-0- shall be deposit in the Project Account to pay the costs of the Project. The Treasurer shall apply \$86,050 of the Purchase Price of the Bonds to pay the cost of issuing the Bonds, allocated as follows: the payment of a municipal advisor fee to Bluestem Capital Partners in the amount of \$70,000, the payment of a bond counsel and disclosure counsel fee to Kutak Rock LLP in the amount of \$7,000, the payment of a district attorney fee to Fullenkamp Jobeun Johnson & Beller LLP in the amount of \$8,750 and the initial fee of the Paying Agent in the amount of \$300.

Section 12. Delivery of Bonds to Purchaser. Upon receipt by the Paying Agent of evidence satisfactory to it that the Purchase Price for the Bonds has been paid to the Treasurer, said Paying Agent shall deliver the Bonds to the Purchaser.

Section 13. Tax Covenants. The District covenants and agrees that:

(a) (i) it will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (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 Bonds and (ii) it will not use or permit the use of any proceeds of the Bonds 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 Bonds. 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 Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the District.

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

(c) the public improvements refinanced by the proceeds of the Bonds are for essential governmental functions and are designated to serve members of the general public on an equal basis; that there are no persons with rights to use said infrastructure other than as members of the general public; that ownership and operation of said improvements is with the District or another political subdivision; that none of the proceeds of the Bonds will be loaned to any person and to the extent that special assessments have been or are levied for any of said assets, 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 such public infrastructure in the District; that the development of the land in the District is for residential or commercial use; that the development of the land in the District for sale, lease and occupation by the general public is proceeding with reasonable speed; and that the District hereby authorizes and directs the Chair or Clerk to file, when due, an information reporting form pursuant to Section 149(e) of the Code pertaining to the Bonds.

(d) it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a "private activity bond".

(e) 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 Bonds 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 Bonds are to be used for local governmental activities of the District;

(iv) the aggregate face amount of all tax-exempt bonds (other than private activity bonds) 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 bonds (including the Bonds but excluding private activity bonds) 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 Bonds from gross income for federal tax purposes will not be adversely affected thereby.

(f) The District hereby designates the Bonds as "qualified tax-exempt obligations" as defined in Section 265(b)(3) of the Code. In connection therewith, the District hereby represents that:

(i) the aggregate face amount of all tax-exempt obligations (other than private activity bonds that are not "qualified 501(c)(3) bonds") which will be issued by the District (and all subordinate entities thereof) during the current calendar year is not reasonably expected to exceed \$10,000,000; and

(ii) the District (including all subordinate entities thereof) will not issue an aggregate principal amount of tax-exempt obligations (other than private activity bonds that are not "qualified 501(c)(3) bonds") during the current calendar year, including the Bonds, in excess of \$10,000,000, without first obtaining an opinion of nationally recognized counsel in the area of municipal finance that the designation of the Bonds as "qualified tax-exempt obligations" will not be adversely affected.

The Chair and the Clerk are hereby authorized to take such other action as may be necessary to make effective the designation in this subsection (f).

Section 14. Continuing Disclosure Undertaking. The District (a) authorizes and directs the Chair of its Board (or if the Chair is unavailable, any member of the Board authorized to bind the District) to execute and deliver, on the date of the issuance of the Bonds, a Continuing Disclosure Certificate (the "**Disclosure Certificate**") in such form that satisfies the requirements of Rule 15c2-12 of the Securities Exchange Act of 1934 and is acceptable to the Purchaser and Bond Counsel and (b) covenants that it will

comply with and carry out all of the provisions of the Disclosure Certificate. Notwithstanding any other provisions of this Bond Resolution, failure of the District to comply with the Disclosure Certificate will not be considered a default under this Bond Resolution or the Bonds; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section and the Disclosure Certificate. For purposes of this Section, "Beneficial Owner" means any person who (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Bonds for federal income tax purposes.

Section 15. [Reserved].

Section 16. Discharge. The District's obligations under this Bond Resolution shall be fully discharged and satisfied as to the Bonds authorized and issued hereunder, and said Bonds shall no longer be deemed outstanding hereunder when payment of the principal of the Bonds and accrued interest thereon to the date of maturity or redemption thereof, (a) shall have been made, or caused to have been made, in accordance with the terms hereof; or (b) shall have been provided for by depositing with the Paying Agent, or in escrow with a national or state bank having trust powers in trust solely for such payment of the Bonds (i) sufficient monies to make such payments; or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America (herein referred to as "**Government Obligations**"), in such amounts and with such maturities as to principal and interest as will insure the availability of sufficient monies to make such payments, and the Bonds shall thereupon cease to draw interest from the date fixed for their redemption or maturity and, except for the purposes of such payment, shall no longer be entitled to the benefits of this Bond Resolution; provided that with respect to any Bonds called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given. If monies or Government Obligations shall have been deposited in accordance with the terms hereof with the Paying Agent or escrow agent in trust for that purpose sufficient to pay the principal of such Bonds, and all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, all liability of the District for such payment shall forthwith cease, determine and be completely discharged, and the Bonds shall no longer be considered outstanding.

Section 17. Execution and Delivery; Additional Authorization. Without in any way limiting the power, authority, or discretion elsewhere herein granted or delegated, the Board hereby (a) authorizes and directs each of the Chair and Clerk and all agents of the District to carry out, or cause to be carried out, and to perform such obligations of the District and such other actions as they, or any one of them shall consider necessary, advisable, desirable, or appropriate in connection with this Bond Resolution and the issuance, sale, and delivery of the Bonds, including, without limitation and whenever applicable, the execution and delivery thereof and of all other related documents, instruments, certificates, and opinions; and (b) delegates, authorizes, and directs to the Chair and the Clerk the right, power, and authority to exercise her or his own independent judgment and absolute discretion in determining and finalizing the terms, provisions, form and contents of each of the foregoing. The execution and delivery by the Chair or the Clerk or by any other officer, officers, agent, or agents of the District of any such documents, instruments, certifications, and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Bond Resolution, shall constitute conclusive evidence of both the District's and their approval of all changes, modifications, amendments, revisions, and alterations made therein, and shall conclusively establish their absolute, unconditional, and irrevocable authority with respect thereto from the District and the authorization, approval, and ratification by the District of the documents, instruments, certifications, and opinions so executed and the action so taken.

Section 18. Severable. If any one or more of the provisions of this Bond Resolution should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed

severable from the remaining provisions of this Bond Resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this Bond Resolution or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this Bond Resolution and under any applicable provisions of law.

If any provision of this Bond Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 19. Post Issuance Tax Compliance. The District hereby adopts the Post-Issuance Tax Compliance Procedures attached to this Bond Resolution as Exhibit A to ensure that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds are met. The District reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The District also reserves the right to change these policies and procedures from time to time, without notice.

Section 20. District Court Action. The Attorney for the District is hereby directed to file this Bond Resolution in the District Court of Sarpy County, Nebraska and request approval of the issuance of the Bonds, as provided by law. This Bond Resolution shall be in full force and effect from and after its adoption. The Bonds issued according to this Bond Resolution shall not be valid and binding on the District until approved by such District Court.

Section 21. Amendments to this Resolution. The terms and provisions of this Bond Resolution do and shall constitute a contract between the District and the registered owner or registered owners of the Bonds and no changes, variations or alterations of any kind, except for changes necessary to cure any ambiguity, formal defect or omission, or any changes that in the opinion of bond counsel will not have a material adverse effect on the holders of the Bonds, shall be made to this Bond Resolution without the written consent of the registered owners of two thirds (2/3rds) in principal amount of the Bonds then outstanding, provided, however, that neither the principal and interest to be paid upon any Bond nor the maturity date of any Bond shall be changed without the written consent of the holders of all such Bonds then outstanding. The Paying Agent or any registered owner of a Bond may by mandamus or other appropriate action or proceedings at law or in equity in any court of competent jurisdiction enforce and compel performance of this Bond Resolution and every provision and covenant hereof.

[Signature Page to Follow]

ADOPTED this ____ day of _____, 2024.

SANITARY AND IMPROVEMENT DISTRICT
NO. 23 OF SARPY COUNTY, NEBRASKA

By: Jeannine Glesmann
Chair

ATTEST:

Mary C. McNamara
Clerk

EXHIBIT A

POST-ISSUANCE TAX COMPLIANCE PROCEDURES

General

In connection with the issuance of the Bonds, the District will execute a federal tax certificate (the “**Tax Certificate**”) that describes the requirements and provisions of the Code that must be followed in order to maintain the tax exempt status of interest on such bonds. In addition, the Tax Certificate will contain the reasonable expectations of the District at the time of issuance of the Bonds with respect to the use of the gross proceeds of such bonds and the assets to be financed or refinanced with the proceeds thereof. These Procedures supplement and support the covenants and representations made by the District in the Tax Certificate related to the Bonds. In order to comply with the covenants and representations set forth in the Bond Resolution and in the Tax Certificate, the District tracks and monitors the actual use of the proceeds of the Bonds, the investment and expenditure of the Bond proceeds and the assets financed or refinanced with the proceeds of such bonds over their life.

Designation of Responsible Person

The Clerk of the District shall maintain an inventory of Bonds and assets financed or refinanced which contains the pertinent data to satisfy the District’s monitoring responsibilities. Any transfer, sale or other disposition of bond-financed assets must be reviewed and approved by the Board of Trustees of the District.

Post-Issuance Compliance Requirements

External Advisors/Documentation

The District shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for tax-exempt status. Those requirements and procedures shall be documented in the Tax Certificate and/or other documents finalized at or before issuance of the Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds.

The District also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of bond-financed or refinanced assets.

The District shall train and employ or otherwise engage expert advisors (a “**Rebate Analyst**”) to assist in the calculation of arbitrage rebate payable in respect of the investment of Bonds proceeds, unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds.

Unless otherwise provided by the Bond Resolution or other authorizing documents relating to the Bonds, unexpended bond proceeds shall be held in a segregated account by a trustee, treasurer or paying agent (the “**Agent**”), and the investment of bond proceeds shall be managed by the District. The District shall prepare (or cause the Agent to prepare) regular, periodic statements regarding the investments and transactions involving bond proceeds.

Arbitrage Rebate and Yield

Unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds, the District shall be responsible for:

- engaging the services of a Rebate Analyst and, prior to each rebate calculation date, causing the Agent to deliver periodic statements concerning the investment of bond proceeds to the Rebate Analyst;
- providing to the Rebate Analyst additional documents and information reasonably requested by the Rebate Analyst;
- monitoring efforts of the Rebate Analyst;
- assuring payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond is redeemed;
- during the construction period of each capital project financed in whole or in part by the Bonds, monitoring the investment and expenditure of bond proceeds and consulting with the Rebate Analyst to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Bonds; and
- retaining copies of all arbitrage reports and account statements as described below under "Record Keeping Requirements."

The District, in the Tax Certificate and/or other documents finalized at or before the issuance of the Bonds, has agreed to undertake the tasks listed above (unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to an issue of the Bonds).

Use of Bond Proceeds and Bond-Financed or Refinanced Assets:

The District shall be responsible for:

- monitoring the use of bond proceeds and the use of bond-financed or refinanced assets (e.g., facilities, furnishings or equipment) throughout the term of the Bonds to ensure compliance with covenants and restrictions set forth in the Tax Certificate;
- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of the Bonds, including a final allocation of proceeds as described below under "Record Keeping Requirements";
- consulting with bond counsel and other legal counsel and advisors in the review of any contracts or arrangements involving use of bond-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Tax Certificate;
- maintaining records for any contracts or arrangements involving the use of bond-financed or refinanced assets as described below under "Record Keeping Requirements";

- conferring at least annually with personnel responsible for bond-financed or refinanced assets to identify and discuss any existing or planned use of bond-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate; and
- to the extent that the District discovers that any applicable tax restrictions regarding use of bond proceeds and bond-financed or refinanced assets will or may be violated, consulting promptly with bond counsel and other legal counsel and advisors to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

The District, in the Tax Certificate and/or other documents finalized at or before the issuance of the Bonds, has agreed to undertake the tasks listed above.

All relevant records and contracts shall be maintained as described below.

Record Keeping Requirement

The District shall be responsible for maintaining the following documents for the term of the Bonds (including refunding bonds, if any) plus at least three years:

- a copy of the closing transcript(s) and other relevant documentation delivered to the District at or in connection with closing of the issue of the Bonds, including any elections made by the District in connection therewith;
- a copy of all material documents relating to capital expenditures financed or refinanced by bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, requisitions and payment records, draw requests for bond proceeds and evidence as to the amount and date for each draw down of bond proceeds, as well as documents relating to costs paid or reimbursed with bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with bond proceeds, including a final allocation of bond proceeds;
- a copy of all contracts and arrangements involving the use of bond-financed or refinanced assets;
- copies of all Agent statements and reports, including arbitrage reports, prepared with respect to the Bonds; and
- a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, including Agent statements, in connection with any investment agreements, and copies of all bidding documents, if any.

Snapshot Report

SID NO. 23 - WESTMONT

As of August 01, 2024



<u>VALUATION</u>		<u>VALUE</u>	<u>NET DEBT TO VALUE</u>
2022		\$69,680,979.00	
2023		\$77,264,821.00	
2024	Preliminary	\$85,789,730.00	2.09%

CASH AND INVESTMENTS AS OF 06/30/2024

	<u>GENERAL FUND</u>	<u>BOND FUND</u>
CASH	\$298,335.50	\$810,071.56
INVESTMENTS	\$0.00	\$0.00
TOTAL CASH AND INVESTMENTS	\$298,335.50	\$810,071.56

SPECIAL ASSESSMENTS

<u>DATE OF LEVY</u>	<u>LEVIED</u>	<u>BALANCE</u>
	\$0.00	\$0.00
	\$0.00	\$0.00

BONDS OUTSTANDING

<u>DATE OF ISSUE</u>	<u>ISSUE AMOUNT</u>	<u>BALANCE</u>	<u>FISCAL YEAR DEBT SERVICE</u>
02/16/2022	\$2,040,000.00	\$1,955,000.00	\$126,703.75
06/18/2024	\$650,000.00	\$650,000.00	\$32,107.69
	\$2,690,000.00	\$2,605,000.00	\$158,811.44

WARRANTS OUTSTANDING

<u>GENERAL FUND</u>	<u>BOND FUND</u>
\$0.00	\$0.00
\$0.00	\$0.00

LEVY (FISCAL YEAR 2023 - 2024)

	<u>RATE PER \$100</u>	<u>NET TAX REVS</u>
BOND FUND	\$0.2100	\$159,011.00
GENERAL FUND	\$0.4000	\$302,878.10
TOTAL LEVY	\$0.6100	

PRELIMINARY LEVY (FISCAL YEAR 2024 - 2025)

	<u>RATE PER \$100</u>	<u>NET TAX REVS</u>
BOND FUND	\$0.3300	\$277,443.99
GENERAL FUND	\$0.2800	\$235,407.02
TOTAL LEVY	\$0.6100	

Sources and Uses of Funds

SID NO. 23 - WESTMONT

July 1 2023 to June 30 2024



CASH AND INVESTMENTS BEGINNING OF PERIOD	<u>GENERAL FUND</u>	<u>BOND FUND</u>
CASH	\$311,330.99	\$395,859.20
INVESTMENTS	\$0.00	\$0.00
TOTAL CASH AND INVESTMENTS	<u>\$311,330.99</u>	<u>\$395,859.20</u>
SOURCES OF FUNDS		
2022 PERSONAL PROPERTY TAX	\$8.97	\$5.38
2023 PERSONAL PROPERTY TAX	\$238.95	\$125.44
2022 REAL ESTATE TAX	\$106,746.96	\$64,048.26
2023 REAL ESTATE TAX	\$150,106.41	\$78,805.92
HOMESTEAD EXEMP ALLOCATION	\$19,613.31	\$10,486.69
REAL ESTATE TAX CREDIT	\$17,126.96	\$8,991.67
MOTOR VEHICLE PRO RATE	\$601.91	\$331.43
PROCEEDS SALES OF BONDS	\$0.00	\$637,000.00
USE FEES	\$194,444.04	\$0.00
MISCELLANEOUS REVENUE	\$22,085.07	\$0.00
TOTAL SOURCES OF FUNDS	<u>\$510,972.58</u>	<u>\$799,794.79</u>
USES OF FUNDS		
DISBURSEMENTS	(\$523,968.07)	(\$385,582.43)
TOTAL USES OF FUNDS	<u>(\$523,968.07)</u>	<u>(\$385,582.43)</u>
CHANGE IN CASH AND INVESTMENTS	(\$12,995.49)	\$414,212.36
CASH AND INVESTMENTS END OF PERIOD	<u>\$298,335.50</u>	<u>\$810,071.56</u>

Statement of Activities
SID NO. 23 - WESTMONT

July 2024 to June 2025



	Current Year July 2024 to June 2025	
	GENERAL FUND	BOND FUND
REVENUES		
TOTAL REVENUES	\$0.00	\$0.00
EXPENDITURES		
ACCOUNTING - BOOKKEEPING	\$3,187.77	\$0.00
CHAIRMAN - CLERK FEES	\$92.35	\$0.00
CLERK WITHHOLDINGS	\$7.65	\$0.00
GREEN AREA MAINTENANCE	\$1,350.00	\$0.00
LEGAL EXPENSES - SID ATTORNEY	\$0.00	\$6,284.25
UTILITIES EXPENSE: ELECTRICAL	\$2,450.95	\$0.00
UTILITIES EXPENSE: SEWAGE	\$10,172.51	\$0.00
WATER METERS	\$0.00	\$125,685.00
WATER SERVICES	\$4,298.05	\$0.00
TOTAL EXPENDITURES	\$21,559.28	\$131,969.25
REVENUES OVER EXPENDITURES (EXPENDITURES OVER REVENUES)	(\$21,559.28)	(\$131,969.25)

Note: Statement of Activities does not reflect the bond payments nor interest on warrant redemptions.

Statement of Activities

SID NO. 23 - WESTMONT

July 2023 to June 2024



	Previous Year July 2023 to June 2024		Previous Year July 2022 to June 2023	
	GENERAL FUND	BOND FUND	GENERAL FUND	BOND FUND
REVENUES				
2022 PERSONAL PROPERTY TAX	\$8.97	\$5.38	\$102.98	\$61.78
2023 PERSONAL PROPERTY TAX	\$238.95	\$125.44	\$0.00	\$0.00
2022 REAL ESTATE TAX	\$106,746.96	\$64,048.26	\$124,492.17	\$74,695.35
2023 REAL ESTATE TAX	\$150,106.41	\$78,805.92	\$0.00	\$0.00
HOMESTEAD EXEMP ALLOCATION	\$19,613.31	\$10,486.69	\$7,657.02	\$4,594.20
REAL ESTATE TAX CREDIT	\$17,126.96	\$8,991.67	\$13,991.74	\$8,395.04
MOTOR VEHICLE PRO RATE	\$601.91	\$331.43	\$452.18	\$271.31
USE FEES	\$194,444.04	\$0.00	\$76,500.91	\$0.00
MISCELLANEOUS REVENUE	\$22,085.07	\$0.00	\$3,511.78	\$0.00
TOTAL REVENUES	\$510,972.58	\$162,794.79	\$487,778.27	\$157,346.95
EXPENDITURES				
Accounting - Bookkeeping	\$41,747.90	\$0.00	\$37,128.32	\$0.00
Bond Counsel	\$0.00	\$0.00	\$0.00	\$2,190.77
Chairman - Clerk Fees	\$2,683.22	\$0.00	\$1,888.05	\$0.00
Clerk Withholdings	\$91.80	\$0.00	\$91.80	\$0.00
Dissemination Agent Fees	\$275.00	\$0.00	\$275.00	\$0.00
Engineering	\$18,879.50	\$116,007.72	\$14,112.10	\$138.40
Financial Advisory Fees	\$0.00	\$0.00	\$0.00	\$9,000.00
Green Area Maintenance	\$40,421.44	\$0.00	\$27,520.17	\$0.00
Insurance	\$13,276.00	\$0.00	\$11,333.00	\$0.00
Legal Expenses - SID Attorney	\$19,000.00	\$5,208.86	\$29,728.86	\$0.00
Lift Station	\$9,000.00	\$0.00	\$11,710.89	\$0.00
Maintenance: Flags	\$147.00	\$0.00	\$0.00	\$0.00
Maintenance: Hydrant	\$1,240.00	\$0.00	\$0.00	\$0.00
Maintenance: Sanitary Sewer	\$1,532.00	\$0.00	\$0.00	\$0.00
Maintenance: Trees	\$5,100.00	\$0.00	\$0.00	\$0.00
Maintenance: Water Main	\$8,992.82	\$0.00	\$14,786.47	\$0.00
Misc. Expenses	\$50.00	\$0.00	\$608.62	\$0.00
Park Maintenance	\$25,247.07	\$0.00	\$0.00	\$0.00
Paving Repairs	\$7,404.75	\$0.00	\$9,710.81	\$0.00
Paying Agent & Registrar Fees	\$588.24	\$0.00	\$1,000.00	\$160.42
Reimbursement	\$7,920.12	\$0.00	\$237.00	\$0.00
Reimbursement: Trash	\$549.97	\$0.00	\$0.00	\$0.00
Sanitary Sewer (Internal)	\$0.00	\$104,177.10	\$0.00	\$0.00
SID Property Maintenance	\$0.00	\$0.00	\$372.79	\$0.00
Signs - Sign Repair	\$2,304.62	\$0.00	\$0.00	\$0.00
Street Cleaning	\$0.00	\$0.00	\$1,100.00	\$0.00
Telecommunications	\$600.00	\$0.00	\$0.00	\$0.00
Utilities Expense: Electrical	\$29,375.06	\$0.00	\$29,155.09	\$0.00
Utilities Expense: Sewage	\$132,727.52	\$0.00	\$134,482.73	\$0.00
Utilities Expense: Water, Gas.	\$0.00	\$0.00	\$256.85	\$0.00
Water Billing Services	\$0.00	\$0.00	\$600.00	\$0.00
Water Meters	\$5,129.93	\$0.00	\$0.00	\$0.00
Water Services	\$87,478.47	\$0.00	\$61,806.45	\$0.00
Water Well	\$52,932.72	\$0.00	\$2,634.16	\$0.00
TOTAL EXPENDITURES	\$514,695.15	\$225,393.68	\$390,539.16	\$11,489.59

Statement of Activities

SID NO. 23 - WESTMONT

July 2023 to June 2024



	Previous Year July 2023 to June 2024		Previous Year July 2022 to June 2023	
	GENERAL FUND	BOND FUND	GENERAL FUND	BOND FUND
REVENUES OVER EXPENDITURES				
(EXPENDITURES OVER REVENUES)	(\$3,722.57)	(\$62,598.89)	\$97,239.11	\$145,857.36

Note: Statement of Activities does not reflect the bond payments nor interest on warrant redemptions.

Warrant Issuance Report (By Category)

SID No. 23 - WESTMONT

July 1, 2024 - June 30, 2025



ACCOUNTING - BOOKKEEPING

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11683	07/02/2024	June Jordening	\$1,342.67	\$1,342.67	100 %
GF	11687	07/02/2024	Professional Accounting	\$1,845.10	\$1,845.10	100 %
				\$3,187.77		

CHAIRMAN - CLERK FEES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11684	07/02/2024	Mary McNamara	\$92.35	\$92.35	100 %
				\$92.35		

CLERK WITHHOLDINGS

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11685	07/02/2024	Fullenkamp, Jobeun, Johnson & Beller Trust Acct.	\$7.65	\$7.65	100 %
				\$7.65		

GREEN AREA MAINTENANCE

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11681	07/02/2024	AmeriLawn	\$1,350.00	\$1,350.00	100 %
				\$1,350.00		

LEGAL EXPENSES - SID ATTORNEY

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	11679	07/02/2024	Fullenkamp, Jobeun, Johnson & Beller LLP	\$6,284.25	\$6,284.25	100 %
				\$6,284.25		

UTILITIES EXPENSE: ELECTRICAL

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11680	07/02/2024	Omaha Public Power District	\$2,450.95	\$2,450.95	100 %
				\$2,450.95		

UTILITIES EXPENSE: SEWAGE

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11682	07/02/2024	Sarpy County	\$10,172.51	\$10,172.51	100 %
				\$10,172.51		

Warrant Issuance Report (By Category)

SID No. 23 - WESTMONT

July 1, 2024 - June 30, 2025



WATER METERS

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	11678	07/02/2024	Andersen Plumbing, Inc.	\$125,685.00	\$125,685.00	100 %
				\$125,685.00		

WATER SERVICES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11686	07/02/2024	Quinn Services	\$4,298.05	\$4,298.05	100 %
				\$4,298.05		

TOTAL FOR WESTMONT \$153,528.53

BOND RESOLUTION

BE IT RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 23 of Sarpy County, Nebraska (the “**District**”), as follows:

Section 1. Authorization. The Board of Trustees (the “**Board**”) finds and determines that:

(a) Such District was duly organized under the provisions of Section 31-727 et seq. Reissue Revised Statutes of Nebraska, as amended (the “**Act**”); that the Board has or will adopt one or more resolutions of necessity (collectively, the “**Resolutions of Necessity**”) for the Project (defined herein), that all of such work has or will be completed in accordance with the Resolutions of Necessity, and will be accepted by the Board of Trustees of the District.

(b) The Board further finds that after applying all other funds available for the Project it is now necessary and appropriate for the District to issue bonds in the principal amount of \$1,750,000 to fund a Project Account in the District’s Bond Fund to finance the costs of street improvements within the District (the “**Project**”). The Project constitutes a “corporate purpose” of the District, as such term is used in the Act.

Section 2. Conditions Satisfied. The Board hereby further finds and determines that it is necessary and advisable for the District to issue and sell its general obligation bonds in the principal amount of \$1,750,000 to provide funds for the cost of the Project; and that all conditions, acts and things required by law to exist or to be done precedent to the issuance of the general obligation bonds of the District in the amount of \$1,750,000 pursuant to the Act, do exist and have been done as required by law.

Section 3. Bond Terms. For the purposes specified in Sections 1 and 2 there are hereby ordered issued fully registered bonds of the District in the total principal amount of \$1,750,000 which shall be designated as “General Obligation Bonds, Series 2024”, (hereinafter referred to as “**Bonds**”) and shall bear interest at the rates per annum and mature on September 15 in each of the years and in the principal amounts as follows:

Type	Maturity Date (September 15)	Principal Amount	Interest Rate	Price	Type	Maturity Date (September 15)	Principal Amount	Interest Rate	Price
Serial	2029	\$65,000	4.10%	100%	Serial	2038	\$ 95,000	4.80%	100%
Serial	2030	65,000	4.20	100	Serial	2039	95,000	4.90	100
Serial	2031	70,000	4.30	100	Serial	2040	100,000	4.95	100
Serial	2032	75,000	4.35	100	Serial	2041	110,000	5.00	100
Serial	2033	75,000	4.40	100	Serial	2042	115,000	5.05	100
Serial	2034	80,000	4.45	100	Serial	2043	120,000	5.10	100
Serial	2035	80,000	4.50	100	Serial	2044	125,000	5.15	100
Serial	2036	85,000	4.60	100	Serial	2045	305,000	5.20	100
Serial	2037	90,000	4.70	100					

(a) Bonds maturing on or after September 15, 2030 are subject to redemption in whole or in part prior to maturity at the option of the District at any time on or after September 15, 2029, at the principal amount thereof plus accrued interest to the date set for redemption, with no redemption premium. The District may select the maturity of the Bonds so to be redeemed in its sole discretion.

(b) [Reserved].

(c) The Bonds shall be issued in the form of fully registered bonds, in the denomination of \$5,000 or any integral multiple thereof (“**Authorized Denominations**”), and may

contain such variations, omissions and insertions as are incidental to such differences of series, denomination and form. The bonds initially issued shall be dated September 19, 2024 and bonds issued upon exchanges and transfer of bonds shall be dated so that no gain or loss of interest shall result from such transfer. Each bond shall bear interest from the date thereof and bonds shall be numbered 1 upward, in order of their issuance. Interest on the bonds shall be payable semi-annually on March 15 and September 15 of each year, (each an **"Interest Payment Date"**) commencing March 15, 2025. The principal of the Bonds shall be payable upon presentation and surrender thereof at the principal corporate trust office of UMB Bank, N.A., West Des Moines, Iowa, which is hereby designated as Paying Agent and Registrar for the bonds (the **"Paying Agent"**). Interest on said bonds will be paid on each Interest Payment Date by wire transfer, check or draft mailed by the Paying Agent, to the person in whose name the ownership of each bond is registered on the books of the Paying Agent at the close of business on the first day of the month in which an Interest Payment Date occurs (the **"Record Date"**). Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. If payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent whenever monies for the purpose of paying such defaulted interest become available. The principal and interest on the Bonds are payable in lawful money of the United States of America.

Section 4. Book-Entry Bonds; Execution of Bonds. The Bonds shall be executed on behalf of the District with the manual or facsimile signatures of the Chair and Clerk of the District in office on September 19, 2024. In case any officer whose signature shall appear on the Bonds ceases to be such officer before the delivery of the Bonds, such signature shall, nevertheless, be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Each Bond shall have endorsed thereof a certificate of authentication substantially in the form hereinafter set forth, duly executed by the Paying Agent. No Bonds shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Paying Agent and such executed certificate upon any such Bond shall be conclusive evidence that such bond has been authenticated and delivered in accordance with this Bond Resolution.

At the request of the Purchaser of the Bonds, the District hereby provides and directs that the Bonds may be issued initially in "book-entry-only" form under the services of The Depository Trust Company (the **"Depository"**), with one typewritten bond per maturity being issued to the Depository. In such connection, said officers are authorized to execute and deliver a Letter of Representation in the form required by the Depository, for and on behalf of the District which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The District and the Paying Agent shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds the Bonds as securities depository (each, a **"Bond Participant"**) or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each, a **"Beneficial Owner"**) with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds;

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption; or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Paying Agent shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond.

(b) Upon receipt by the Paying Agent of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent to do so, the Paying Agent will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the District, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever the name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the District determines that it is desirable that certificates representing the Bonds be delivered to the ultimate Beneficial Owners of the Bonds and so notifies the Paying Agent in writing, the Paying Agent shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Paying Agent shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in Authorized Denominations.

(d) Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bonds shall be made and given, respectively, to the Depository as provided in the Letter of Representation.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Paying Agent, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section and the terms of the Paying Agent and Registrar's Agreement.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bonds has been replaced in accordance with the provisions of this Bond Resolution, the books and records of the Paying Agent shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the District shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent

transfers or in the event of partial redemption. In the event that such supply of bond certificates shall be insufficient to meet the requirements of the Paying Agent for issuance of replacement Bonds upon transfer or partial redemption, the District agrees to order printed an additional supply of bond certificates and to direct their execution by facsimile or manual signatures of its then duly qualified and acting Chair and Clerk. In case any officer whose signature or facsimile thereof shall appear on any Bond ceases to be such officer before the delivery of such Bond (including bond certificates delivered to the Paying Agent for issuance upon transfer or partial redemption), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond.

Section 5. Registration, Transfer and Payment. The District and the Paying Agent may treat the registered owner of any Bond as the absolute owner of such bond for the purpose of making payment thereof and for all other purposes and neither the District nor the Paying Agent shall be bound by any notice or knowledge to the contrary, whether such bonds shall be overdue or not. All payments of or on account of interest to any registered owner of any Bond and all payments of or on account of principal to the registered owner of any Bond, shall be valid and effectual and shall be a discharge of the District and the Paying Agent, in respect of the liability upon the bond or claim for interest, as the case may be, to the extent of the sum or sums paid.

The District will cause books for the registration and transfer of the Bonds to be kept at the principal office of the Paying Agent at all times while any of such bonds shall be outstanding. Any Bond may be transferred pursuant to its provisions at the principal office of the Paying Agent by surrender of such bond for cancellation, accompanied by a written instrument of transfer in a form satisfactory to such Paying Agent duly executed by the registered owner in person or by his or her duly authorized agent, and thereupon the Paying Agent will authenticate and deliver at the office of the Paying Agent (or send by registered mail to the owner thereof at such owner's expense), in the name of the transferee or transferees, a new bond of the same series, interest rate, principal amount and maturity, dated so there shall result no gain or loss of interest as a result of such transfer. Subject to the limitation of Authorized Denominations set forth herein, one bond may be transferred for several other bonds of this issue, series, interest rate and maturity, and for a like aggregate principal amount and several such bonds of this issue may be transferred for one or several such bonds, respectively, of this issue, series, interest rate and maturity and for a like aggregate principal amount.

As a condition of any registration or transfer, the Paying Agent may at its option require the payment of a sum sufficient to reimburse it or the District for any tax or other governmental charge that may be imposed thereon. The Paying Agent may charge reasonable fees for a transfer provided, however, the District shall not pay any such fees.

The Paying Agent shall not be required (a) to issue, transfer or exchange bonds from the Record Date until the next Interest Payment Date; (b) to issue, register or transfer any bonds for a period of 15 days immediately preceding any selection of bonds for redemption or for a period of 15 days thereafter; or (c) to register, transfer or exchange any bonds which have been designated for redemption within a period of 30 days immediately preceding the date fixed for redemption.

Transfer of interests in the Bonds, will be governed by the procedures described under Section 5 herein so long as the Depository is in place.

Section 6. Effect of Redemption. Notice of redemption of any Bonds or a portion thereof shall be given by first class mail to the registered owner of such bond, addressed to his or her registered address and placed in the mail not less than 30 nor more than 60 days prior to the date fixed for redemption. Such notice shall specify the numbers of the Bonds called for redemption, the redemption date and the place

where the redemption amount will be payable, and in the case of Bonds to be redeemed in part only, such notice shall specify the respective portion of the principal amount thereof to be redeemed. A notice of optional redemption shall describe whether and the conditions under which the call for redemption shall be revoked. If the Paying Agent shall hold funds sufficient for such redemption on the date fixed for redemption and such notice shall have been given, the Bonds or the portion thereof thus called for redemption shall not bear interest after the date fixed for redemption.

If less than all of the Bonds of any maturity are to be redeemed, the Paying Agent shall determine, in its sole discretion in any manner deemed by it to be fair and equitable, the particular portions of such maturity so to be redeemed. Any Bond shall be subject to redemption in part in a principal amount equal to \$5,000 or any integral multiple thereof.

In case of any optional redemption at the election of the District, the District shall, at least 45 days prior to the redemption date fixed by the District (unless a shorter notice shall be satisfactory to the Paying Agent) give written notice to the Paying Agent directing the Paying Agent to call Bonds for redemption and give notice of redemption specifying the redemption date, the principal amount, and portions of Bonds to be called for redemption, the applicable redemption price or prices and the provision or provisions of this Bond Resolution pursuant to which such Bonds are to be called for redemption.

Section 7. Security for Bonds. The District agrees that it will collect all special assessments levied against the property within the District and will cause the same to be set aside and constitute a sinking fund for the payment of the interest on and principal of bonds and construction warrants of the District now or hereafter issued and outstanding. The District further agrees that it will cause to be levied annually upon all the taxable property in the District, a tax which, together with such sinking fund, will be sufficient to meet the payment of interest on and principal of the Bonds and other bonds issued by the District, as such interest and principal become due. The District hereby irrevocably pledges its full faith, credit and resources and the taxing power of the District for the prompt payment of the principal and interest on the Bonds as the same become due.

The Clerk shall make and certify in duplicate a complete transcript and statement of all proceedings had and done by the District precedent to the issuance of the Bonds, which shall be delivered to the Purchaser. The Clerk shall cause the information filing required by Section 10-140, Reissue Revised Statutes of Nebraska, as amended, with respect to the Bonds to be filed with the Auditor of Public Accounts, as provided by law.

Section 8. Designation of Paying Agent. UMB Bank, N.A., West Des Moines, Iowa, is hereby appointed as Paying Agent for the Bonds. The Chair and Clerk of this District are hereby authorized to execute and deliver an agreement with said Paying Agent, setting forth the respective duties of the parties in such form as the Chair and Clerk shall determine. The District agrees to pay the fees and expenses of said Paying Agent, on or before any interest or principal payment date or any date upon which the Bonds are to be redeemed. The District shall transfer to the Paying Agent funds sufficient to pay the principal and interest due on such payment or redemption date and the Chair and Clerk then serving are hereby authorized and directed, without further authorization or direction, to make such transfers of funds and draw warrants upon the County Treasurer, as Treasurer of the District, in such amounts and at such times as shall be necessary to provide to the Paying Agent funds sufficient for such purpose.

Section 9. Bond Form. The Bonds shall be in substantially the following form, with such modifications as shall be necessary or advisable to comply with the terms of this Bond Resolution.

UNITED STATES OF AMERICA
STATE OF NEBRASKA
SANITARY AND IMPROVEMENT DISTRICT NO. 23
OF SARPY COUNTY, NEBRASKA
GENERAL OBLIGATION BOND
SERIES 2024

R- _____

\$ _____

Interest Rate

_____ %

Maturity Date

September 15,
[MATURITY]

Date of Original Issue

September 19, 2024

CUSIP

Registered Owner: Cede & Co.

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS: That Sanitary and Improvement District No. 23 of Sarpy County, Nebraska, being organized and existing under Chapter 31, Article 7, Reissue Revised Statutes of Nebraska, as amended, (the “Act”) hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above, or registered assigns, on the maturity date specified above (unless sooner redeemed), the principal amount specified above upon surrender of this bond, and to pay interest on said amount from the date hereof to maturity or earlier redemption at the rate per annum specified above, payable semi-annually on March 15 and September 15 of each year, commencing on March 15, 2025. Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal on this bond is payable upon presentation and surrender hereof at the principal corporate trust office of UMB Bank, N.A., West Des Moines, Iowa, as Paying Agent and Registrar (the “Paying Agent”). Interest on this bond will be paid on each interest payment date by wire transfer, check or draft mailed to the person in whose name this bond is registered on the books of the Paying Agent at the close of business on the first day of the month in which an interest payment date occurs. Interest in default shall be paid to the registered owner hereof as of any special record date designated by the Paying Agent. The principal and interest on this bond are payable in lawful money of the United States of America; and

for the prompt payment of such principal and interest, as the same become due, the full faith, credit and resources of said District are hereby irrevocably pledged.

The bonds of the series of which this bond is one are subject to redemption as set forth in the Bond Resolution.

Notice of redemption of this bond or any portion hereof shall be given by first class mail to the registered owner addressed to his or her last registered address and placed in the mail not less than 30 days no more than 60 days prior to the date fixed for redemption. If funds sufficient for such redemption shall be held by the Paying Agent on the date fixed for redemption and such notice shall have been given, the bonds or the portion thus called for redemption shall not bear interest after the date fixed for redemption.

This bond is one of an issue of bonds, all originally dated September 19, 2024 and of like tenor herewith except as to amount, date of maturity, and rate of interest, in the total principal amount of \$1,750,000 issued by said District for the purpose of paying all or a portion of the cost of Project (as defined in the Bond Resolution), in strict compliance with the provisions of the Act; and the issuance of said bonds has been duly authorized by proceedings duly had and a Bond Resolution duly passed and adopted by the Chair and Board of Trustees of said District, and approved by the District Court of Sarpy County, Nebraska in an action brought for that purpose.

Special assessments have been levied upon the properties within the District, which special assessments are valid liens against the respective lots and parcels of land upon which they have been levied. The District agrees that it will collect said special assessments and that the same shall be set aside and constitute a sinking fund for the payment of the interest on and principal of this bond and other bonds and construction warrants of the District now or hereafter issued; and that the District will cause to be levied annually upon all taxable property in said District a tax which, together with such sinking fund derived from the special assessments, will be sufficient to meet the payments of interest on and principal of this bond and other bonds of the District now or hereafter outstanding, as such principal and interest become due.

This bond is transferable by the registered owner or his or her attorney duly authorized in writing at the principal office of the Paying Agent upon surrender and cancellation of this bond, and thereupon a

new bond (or bonds) in the same principal amount (or in any multiple of \$5,000) and with the same interest rate and maturity will be issued to the transferee as provided in the Bond Resolution. The District and Paying Agent and any other person may treat the person in whose name this bond is registered as the absolute owner thereof for the purpose of receiving payment and for all other purposes, and shall not be affected by any notice to the contrary whether this bond be overdue or not.

This bond shall not be valid and binding on the District until authenticated by the Paying Agent in the space herein below indicated.

AS PROVIDED IN THE BOND RESOLUTION REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK, REFERRED TO HEREINAFTER AS "DTC" TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE BOND RESOLUTION AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE BOND RESOLUTION TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT. DTC, OR A NOMINEE, TRANSFEREE, OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE BOND RESOLUTION.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE PAYING AGENT FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREOF IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond, did exist, did happen, and were done and performed in regular and due form and time as required by law, and that the indebtedness of the District including this bond, does not exceed any limitation imposed by law.

IN WITNESS WHEREOF, Sanitary and Improvement District No. 23 of Sarpy County, Nebraska, has caused this bond to be executed on its behalf with the manual or facsimile signatures of its Chair and Clerk, all as of the date specified above.

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

By: _____
Chair

ATTEST:

Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds of the issue designated therein and issued under the provisions of the Bond Resolution authorizing said issue.

UMB Bank, N.A.
West Des Moines, Iowa

By: _____
Authorized Signature

ASSIGNMENT

For value received _____ hereby sells, assigns and transfers unto _____ the within mentioned bond and hereby irrevocably constitutes and appoints _____ Attorney, to transfer the same on the books of registration in the office of the within-mentioned Paying Agent with full power of substitution in the premises.

Dated: _____

Registered Owner

Registered Owner

Witness: _____

NOTE: The signature of this assignment must correspond with the name as written on the face of the within-mentioned bond in every particular, without alteration, enlargement or any change whatsoever.

Section 10. Sale of Bonds. The Bonds shall be and are hereby sold to Ameritas Investment Company, LLC (the “**Purchaser**”), at a price equal to \$1,715,000 (the “**Purchase Price**”), which represents the aggregate principal amount of the Bonds, less a 2.00% underwriter’s discount. The Purchase Price shall be paid to the County Treasurer of Sarpy County, Nebraska (the “**Treasurer**”) and applied as provided herein.

Section 11. Use of Bond Proceeds. A portion of the Purchase Price in the amount of \$1,628,950 along with cash from the District’s Bond Fund in the amount of \$-0- shall be deposit in the Project Account to pay the costs of the Project. The Treasurer shall apply \$86,050 of the Purchase Price of the Bonds to pay the cost of issuing the Bonds, allocated as follows: the payment of a municipal advisor fee to Bluestem Capital Partners in the amount of \$70,000, the payment of a bond counsel and disclosure counsel fee to Kutak Rock LLP in the amount of \$7,000, the payment of a district attorney fee to Fullenkamp Jobeun Johnson & Beller LLP in the amount of \$8,750 and the initial fee of the Paying Agent in the amount of \$300.

Section 12. Delivery of Bonds to Purchaser. Upon receipt by the Paying Agent of evidence satisfactory to it that the Purchase Price for the Bonds has been paid to the Treasurer, said Paying Agent shall deliver the Bonds to the Purchaser.

Section 13. Tax Covenants. The District covenants and agrees that:

(a) (i) it will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (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 Bonds and (ii) it will not use or permit the use of any proceeds of the Bonds 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 Bonds. 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 Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the District.

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

(c) the public improvements refinanced by the proceeds of the Bonds are for essential governmental functions and are designated to serve members of the general public on an equal basis; that there are no persons with rights to use said infrastructure other than as members of the general public; that ownership and operation of said improvements is with the District or another political subdivision; that none of the proceeds of the Bonds will be loaned to any person and to the extent that special assessments have been or are levied for any of said assets, 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 such public infrastructure in the District; that the development of the land in the District is for residential or commercial use; that the development of the land in the District for sale, lease and occupation by the general public is proceeding with reasonable speed; and that the District hereby authorizes and directs the Chair or Clerk to file, when due, an information reporting form pursuant to Section 149(e) of the Code pertaining to the Bonds.

(d) it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a "private activity bond".

(e) 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 Bonds 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 Bonds are to be used for local governmental activities of the District;

(iv) the aggregate face amount of all tax-exempt bonds (other than private activity bonds) 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 bonds (including the Bonds but excluding private activity bonds) 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 Bonds from gross income for federal tax purposes will not be adversely affected thereby.

(f) The District hereby designates the Bonds as "qualified tax-exempt obligations" as defined in Section 265(b)(3) of the Code. In connection therewith, the District hereby represents that:

(i) the aggregate face amount of all tax-exempt obligations (other than private activity bonds that are not "qualified 501(c)(3) bonds") which will be issued by the District (and all subordinate entities thereof) during the current calendar year is not reasonably expected to exceed \$10,000,000; and

(ii) the District (including all subordinate entities thereof) will not issue an aggregate principal amount of tax-exempt obligations (other than private activity bonds that are not "qualified 501(c)(3) bonds") during the current calendar year, including the Bonds, in excess of \$10,000,000, without first obtaining an opinion of nationally recognized counsel in the area of municipal finance that the designation of the Bonds as "qualified tax-exempt obligations" will not be adversely affected.

The Chair and the Clerk are hereby authorized to take such other action as may be necessary to make effective the designation in this subsection (f).

Section 14. Continuing Disclosure Undertaking. The District (a) authorizes and directs the Chair of its Board (or if the Chair is unavailable, any member of the Board authorized to bind the District) to execute and deliver, on the date of the issuance of the Bonds, a Continuing Disclosure Certificate (the "**Disclosure Certificate**") in such form that satisfies the requirements of Rule 15c2-12 of the Securities Exchange Act of 1934 and is acceptable to the Purchaser and Bond Counsel and (b) covenants that it will

comply with and carry out all of the provisions of the Disclosure Certificate. Notwithstanding any other provisions of this Bond Resolution, failure of the District to comply with the Disclosure Certificate will not be considered a default under this Bond Resolution or the Bonds; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section and the Disclosure Certificate. For purposes of this Section, "Beneficial Owner" means any person who (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Bonds for federal income tax purposes.

Section 15. [Reserved].

Section 16. Discharge. The District's obligations under this Bond Resolution shall be fully discharged and satisfied as to the Bonds authorized and issued hereunder, and said Bonds shall no longer be deemed outstanding hereunder when payment of the principal of the Bonds and accrued interest thereon to the date of maturity or redemption thereof, (a) shall have been made, or caused to have been made, in accordance with the terms hereof; or (b) shall have been provided for by depositing with the Paying Agent, or in escrow with a national or state bank having trust powers in trust solely for such payment of the Bonds (i) sufficient monies to make such payments; or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America (herein referred to as "**Government Obligations**"), in such amounts and with such maturities as to principal and interest as will insure the availability of sufficient monies to make such payments, and the Bonds shall thereupon cease to draw interest from the date fixed for their redemption or maturity and, except for the purposes of such payment, shall no longer be entitled to the benefits of this Bond Resolution; provided that with respect to any Bonds called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given. If monies or Government Obligations shall have been deposited in accordance with the terms hereof with the Paying Agent or escrow agent in trust for that purpose sufficient to pay the principal of such Bonds, and all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, all liability of the District for such payment shall forthwith cease, determine and be completely discharged, and the Bonds shall no longer be considered outstanding.

Section 17. Execution and Delivery; Additional Authorization. Without in any way limiting the power, authority, or discretion elsewhere herein granted or delegated, the Board hereby (a) authorizes and directs each of the Chair and Clerk and all agents of the District to carry out, or cause to be carried out, and to perform such obligations of the District and such other actions as they, or any one of them shall consider necessary, advisable, desirable, or appropriate in connection with this Bond Resolution and the issuance, sale, and delivery of the Bonds, including, without limitation and whenever applicable, the execution and delivery thereof and of all other related documents, instruments, certificates, and opinions; and (b) delegates, authorizes, and directs to the Chair and the Clerk the right, power, and authority to exercise her or his own independent judgment and absolute discretion in determining and finalizing the terms, provisions, form and contents of each of the foregoing. The execution and delivery by the Chair or the Clerk or by any other officer, officers, agent, or agents of the District of any such documents, instruments, certifications, and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Bond Resolution, shall constitute conclusive evidence of both the District's and their approval of all changes, modifications, amendments, revisions, and alterations made therein, and shall conclusively establish their absolute, unconditional, and irrevocable authority with respect thereto from the District and the authorization, approval, and ratification by the District of the documents, instruments, certifications, and opinions so executed and the action so taken.

Section 18. Severable. If any one or more of the provisions of this Bond Resolution should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed

severable from the remaining provisions of this Bond Resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this Bond Resolution or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this Bond Resolution and under any applicable provisions of law.

If any provision of this Bond Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 19. Post Issuance Tax Compliance. The District hereby adopts the Post-Issuance Tax Compliance Procedures attached to this Bond Resolution as Exhibit A to ensure that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds are met. The District reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The District also reserves the right to change these policies and procedures from time to time, without notice.

Section 20. District Court Action. The Attorney for the District is hereby directed to file this Bond Resolution in the District Court of Sarpy County, Nebraska and request approval of the issuance of the Bonds, as provided by law. This Bond Resolution shall be in full force and effect from and after its adoption. The Bonds issued according to this Bond Resolution shall not be valid and binding on the District until approved by such District Court.

Section 21. Amendments to this Resolution. The terms and provisions of this Bond Resolution do and shall constitute a contract between the District and the registered owner or registered owners of the Bonds and no changes, variations or alterations of any kind, except for changes necessary to cure any ambiguity, formal defect or omission, or any changes that in the opinion of bond counsel will not have a material adverse effect on the holders of the Bonds, shall be made to this Bond Resolution without the written consent of the registered owners of two thirds (2/3rds) in principal amount of the Bonds then outstanding, provided, however, that neither the principal and interest to be paid upon any Bond nor the maturity date of any Bond shall be changed without the written consent of the holders of all such Bonds then outstanding. The Paying Agent or any registered owner of a Bond may by mandamus or other appropriate action or proceedings at law or in equity in any court of competent jurisdiction enforce and compel performance of this Bond Resolution and every provision and covenant hereof.

[Signature Page to Follow]

ADOPTED this _____ day of _____, 2024.

SANITARY AND IMPROVEMENT DISTRICT
NO. 23 OF SARPY COUNTY, NEBRASKA

By: _____
Chair

ATTEST:

Clerk

EXHIBIT A

POST-ISSUANCE TAX COMPLIANCE PROCEDURES

General

In connection with the issuance of the Bonds, the District will execute a federal tax certificate (the “**Tax Certificate**”) that describes the requirements and provisions of the Code that must be followed in order to maintain the tax exempt status of interest on such bonds. In addition, the Tax Certificate will contain the reasonable expectations of the District at the time of issuance of the Bonds with respect to the use of the gross proceeds of such bonds and the assets to be financed or refinanced with the proceeds thereof. These Procedures supplement and support the covenants and representations made by the District in the Tax Certificate related to the Bonds. In order to comply with the covenants and representations set forth in the Bond Resolution and in the Tax Certificate, the District tracks and monitors the actual use of the proceeds of the Bonds, the investment and expenditure of the Bond proceeds and the assets financed or refinanced with the proceeds of such bonds over their life.

Designation of Responsible Person

The Clerk of the District shall maintain an inventory of Bonds and assets financed or refinanced which contains the pertinent data to satisfy the District’s monitoring responsibilities. Any transfer, sale or other disposition of bond-financed assets must be reviewed and approved by the Board of Trustees of the District.

Post-Issuance Compliance Requirements

External Advisors/Documentation

The District shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for tax-exempt status. Those requirements and procedures shall be documented in the Tax Certificate and/or other documents finalized at or before issuance of the Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds.

The District also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of bond-financed or refinanced assets.

The District shall train and employ or otherwise engage expert advisors (a “**Rebate Analyst**”) to assist in the calculation of arbitrage rebate payable in respect of the investment of Bonds proceeds, unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds.

Unless otherwise provided by the Bond Resolution or other authorizing documents relating to the Bonds, unexpended bond proceeds shall be held in a segregated account by a trustee, treasurer or paying agent (the “**Agent**”), and the investment of bond proceeds shall be managed by the District. The District shall prepare (or cause the Agent to prepare) regular, periodic statements regarding the investments and transactions involving bond proceeds.

Arbitrage Rebate and Yield

Unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds, the District shall be responsible for:

- engaging the services of a Rebate Analyst and, prior to each rebate calculation date, causing the Agent to deliver periodic statements concerning the investment of bond proceeds to the Rebate Analyst;
- providing to the Rebate Analyst additional documents and information reasonably requested by the Rebate Analyst;
- monitoring efforts of the Rebate Analyst;
- assuring payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond is redeemed;
- during the construction period of each capital project financed in whole or in part by the Bonds, monitoring the investment and expenditure of bond proceeds and consulting with the Rebate Analyst to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Bonds; and
- retaining copies of all arbitrage reports and account statements as described below under "Record Keeping Requirements."

The District, in the Tax Certificate and/or other documents finalized at or before the issuance of the Bonds, has agreed to undertake the tasks listed above (unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to an issue of the Bonds).

Use of Bond Proceeds and Bond-Financed or Refinanced Assets:

The District shall be responsible for:

- monitoring the use of bond proceeds and the use of bond-financed or refinanced assets (*e.g.*, facilities, furnishings or equipment) throughout the term of the Bonds to ensure compliance with covenants and restrictions set forth in the Tax Certificate;
- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of the Bonds, including a final allocation of proceeds as described below under "Record Keeping Requirements";
- consulting with bond counsel and other legal counsel and advisors in the review of any contracts or arrangements involving use of bond-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Tax Certificate;
- maintaining records for any contracts or arrangements involving the use of bond-financed or refinanced assets as described below under "Record Keeping Requirements";

- conferring at least annually with personnel responsible for bond-financed or refinanced assets to identify and discuss any existing or planned use of bond-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate; and
- to the extent that the District discovers that any applicable tax restrictions regarding use of bond proceeds and bond-financed or refinanced assets will or may be violated, consulting promptly with bond counsel and other legal counsel and advisors to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

The District, in the Tax Certificate and/or other documents finalized at or before the issuance of the Bonds, has agreed to undertake the tasks listed above.

All relevant records and contracts shall be maintained as described below.

Record Keeping Requirement

The District shall be responsible for maintaining the following documents for the term of the Bonds (including refunding bonds, if any) plus at least three years:

- a copy of the closing transcript(s) and other relevant documentation delivered to the District at or in connection with closing of the issue of the Bonds, including any elections made by the District in connection therewith;
- a copy of all material documents relating to capital expenditures financed or refinanced by bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, requisitions and payment records, draw requests for bond proceeds and evidence as to the amount and date for each draw down of bond proceeds, as well as documents relating to costs paid or reimbursed with bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with bond proceeds, including a final allocation of bond proceeds;
- a copy of all contracts and arrangements involving the use of bond-financed or refinanced assets;
- copies of all Agent statements and reports, including arbitrage reports, prepared with respect to the Bonds; and
- a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, including Agent statements, in connection with any investment agreements, and copies of all bidding documents, if any.



CITY OF PAPIILLION

David P. Black, Mayor
Alex Evans, P.E.,
City Engineer
122 East Third Street
Papillion, Nebraska 68046
E-Mail: aevans@papillion.org

July 11, 2024

Mr. Don Heine, P.E.
Project Engineer
Thompson, Dreessen & Dorner, Inc.
10836 Old Mill Rd.
Omaha, NE 68154

VIA: E-Mail

RE: Sanitary and Improvements District NO. 23
Sarpy County, Nebraska
2024 Paving Reconstruction (Westmont)
Subdivision Bid Award Authorization

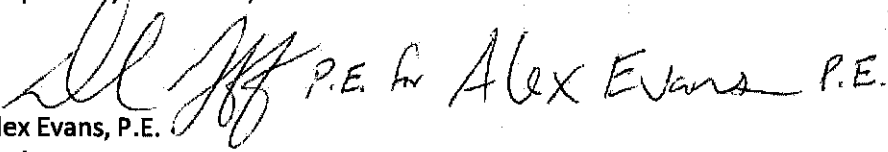
Mr. Heine:

These plans are for 2024 Paving Reconstruction for SID No. 23 (Westmont). Bids were received for this project on June 3rd 2024 and Swain Construction, Inc. of Omaha, NE was the low bidder in the amount of \$1,358,812.90. The plans have been reviewed prior to the installation of the improvements by the City of Papillion, with no exceptions taken. These public improvements will be owned by Sanitary and Improvement District No. 23 upon acceptance of completed work.

I hereby approve the plans and specifications for the Westmont - 2024 Paving Reconstruction S.I.D. 23 of Sarpy County, Nebraska, and entering into a contract with Swain Construction, Inc. for the construction of this project. Please note that the construction costs for these improvements shall be a general fund expenditure to the District as they are maintenance in nature.

The City of Papillion should bill S.I.D. 23 of Sarpy County, Nebraska for the 1% review fee of \$13,588.12.

Respectfully Submitted,

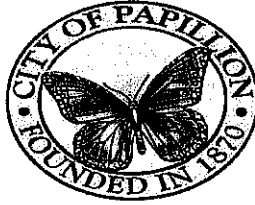

Alex Evans, P.E.
Enclosures

CITY OF PAPIILLION

22 E 3rd St.

Papillion NE 68046

Phone: 402-597-2024 Fax: 402-827-6614

**INVOICE**

Date	Number	Page
07/12/2024	2024261	1

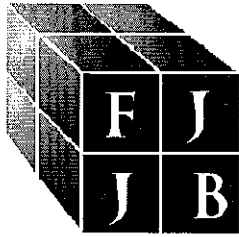
Bill To: SID 23 - Westmont
Fullenkamp, Jobeun, Johnson & Beller
11440 W Center Rd, Ste C
Omaha NE 68144

Customer No. 807

Attention: Mark Johnson

Terms: Due Upon Receipt

Quantity	Description	Unit Price	Net Amount
1.0000	Review Fee of 2024 Paving Reconstruction for SID 23	13588.1200	13,588.12
Thank you!		Amount	13,588.12
		Freight	
		Balance Due	<u><u>13,588.12</u></u>



FULLENKAMP
JOBEUN
JOHNSON &
BELLER LLP

Larry A. Jobeun
Mark B. Johnson
Brent W. Beller
Robert T. Griffith

August 5, 2024

Chairman & Board of Trustees
Sanitary and Improvement District No. 23
of Sarpy County, Nebraska

STATEMENT

Legal Services in connection with the with the 2024 Paving Reconstruction 1% Review Fee:

TOTAL AMOUNT DUE NOW: \$679.41

Bluestem Capital Partners Inc

1414 N 205th Street, Suite #1
Omaha, NE 68022
(402) 391-7977

Invoice

Date	Invoice #
7/25/2024	3180

Bill To:

SID #23 of Sarpy County Nebraska
c/o Fullenkamp, Jobeun, Johnson & Beller
Attn: Mr. Mark Johnson
11440 West Center Road Ste. C
Omaha, NE 68144

Description	Amount
Financial Advisor/Fiscal Agent Services for Fiscal Year 2024-2025 Annual Flat Fee per Contract If the District is not on a Cash Basis in the Bond Fund, this must be Paid through the General Fund We are required by the Municipal Securities Rulemaking Board Amended Rule G-10 which became effective on October 13, 2017, to provide in writing to our Municipal Advisory clients at the inception of the municipal advisory relationship and annually thereafter, the following information: (i) Bluestem Capital Partners Inc. is a registered Municipal Advisor with the U.S. Securities and Exchange Commission as well as the Municipal Securities Rulemaking Board: (ii) The website address of the Municipal Securities Rulemaking Board is www.msrb.org ; and (iii) On the Municipal Securities Rulemaking Board's website is an investor brochure that is available to you which describes the protections that may be provided by the Municipal Securities Rulemaking Board's rules and also the procedures to file a complaint with an appropriate regulatory authority. If you have any questions, please do not hesitate to call.	4,500.00

Total	\$4,500.00
Payments/Credits	\$0.00
Balance Due	\$4,500.00



Account Number	Due Date	Total Amount Due
6804100060	Aug 19, 2024	\$2,466.89

For Customer Service call (402) 536-4131.
See back for toll-free number.

Customer Name: SID 23 SARPY
Statement Date: July 30, 2024

Service Address	Rate	Billing Period		Usage		
		From	To	Kilowatt-hours used	Billing Demand/kW	Current Amount
10700 S 132 ST OMAHA NE	Street Light Method 61	N/A	N/A			\$1,585.22
11402 S 132 ST, SIGN OMAHA NE	General Service Non-Demand	06-13-24	07-16-24	68 kWh		\$42.15
11508 RICHLAND DR OMAHA NE	General Service Non-Demand	N/A	N/A			\$34.92
11602 S 132 ST OMAHA NE	General Service Non-Demand	06-13-24	07-16-24	343 kWh		\$71.81
13609 SLAYTON ST OMAHA NE	General Service Non-Demand	06-13-24	07-16-24	37 kWh		\$38.80
10203 S 132 ST PAPILLION NE	General Service Non-Demand	06-26-24	07-26-24	1764 kWh		\$225.07
10301 S 132 ST PAPILLION NE	General Service Non-Demand	06-26-24	07-26-24	4025 kWh		\$468.92

Total Charges \$2,466.89
Previous Balance 2,450.95
Payments Received: 07/23/24 2,450.95CR
Total Amount Due \$2,466.89
Late Payment Charge of \$ 98.68 applies after due date.

1

Please return this portion with payment

Helpers vital at OPPD. Summer safety. Electrical safety tips. 'Nuisance shocks' annoying but harmless. See July Outlets.

Statement Date: July 30, 2024

Account Number	Due Date	Total Amount Due
6804100060	Aug 19, 2024	\$2,466.89

Late Payment Charge of \$98.68 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: (402) 334-0700

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



SID 23 SARPY
% STREET LIGHTS
11440 W CENTER RD STE C
OMAHA, NE 68144-4421

047537



PO BOX 3995
OMAHA NE 68103-0995



016804100060000000246689000000256557202408197



Account Number	Due Date	Total Amount Due
6804100060	Aug 19, 2024	\$2,466.89

Customer Name: SID 23 SARPY
Statement Date: July 30, 2024

Billing Information for service address:10700 S 132 ST OMAHA NE

Billing Period From 06-27-2024 To 07-30-2024 @33 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL15	\$0.00		\$0.00

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$1,495.33	\$7.25	\$1,585.22

Sales Tax 82.64
Total Charges \$1,585.22



Account Number	Due Date	Total Amount Due
6804100060	Aug 19, 2024	\$2,466.89

Customer Name: SID 23 SARPY
Statement Date: July 30, 2024

Billing Information for service address:10700 S 132 ST OMAHA NE

Billing Period From 06-27-2024 To 07-30-2024 @ 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
SL15						0.00	\$0.00
SL61	61L112	10	\$8.98	\$89.80			
SL61	61L211	97	\$14.49	\$1,405.53			
SL61					7.25	1,495.33	\$1,585.22



Account Number	Due Date	Total Amount Due
6804100060	Aug 19, 2024	\$2,466.89

Customer Name: SID 23 SARPY
Statement Date: July 30, 2024

Billing Information for service address: 11402 S 132 ST, SIGN OMAHA NE

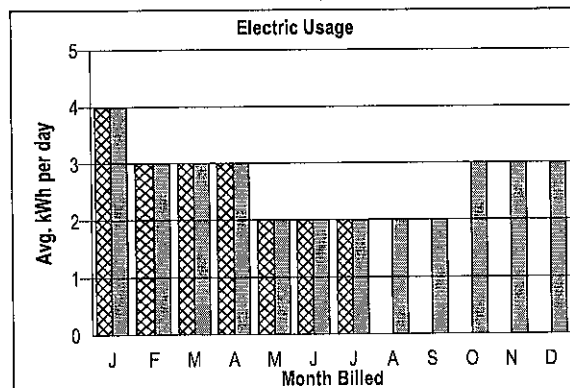
Rate	Billing Period		Meter Number	Meter Reading				Usage
	From	To		Previous	Present	Difference	Multiplier	
General Service Non-Demand	6-13-24	7-16-24	2618553	49745	49813 Actual	68	1	kWh 68

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2024 ☒	33	68	2	85	67
2023 ☐	29	60	2	86	64

Monthly Service Charge	33.00
kWh Usage	6.67
Fuel And Purchased Power Adjustment	0.28
Sales Tax	2.20
Total Charges	\$42.15

Your average daily electric cost was: \$1.28





Account Number	Due Date	Total Amount Due
6804100060	Aug 19, 2024	\$2,466.89

Customer Name: SID 23 SARPY
Statement Date: July 30, 2024

Billing Information for service address:11508 RICHLAND DR OMAHA NE

Rate	Billing Period		Meter Number	Meter Reading				Usage
	From	To		Previous	Present	Difference	Multiplier	

Monthly Service Charge	33.00
kWh Usage	0.10
Fuel And Purchased Power Adjustment	0.00
Sales Tax	1.82
Total Charges	\$34.92



Account Number	Due Date	Total Amount Due
6804100060	Aug 19, 2024	\$2,466.89

Customer Name: SID 23 SARPY
Statement Date: July 30, 2024

Billing Information for service address: 11602 S 132 ST OMAHA NE

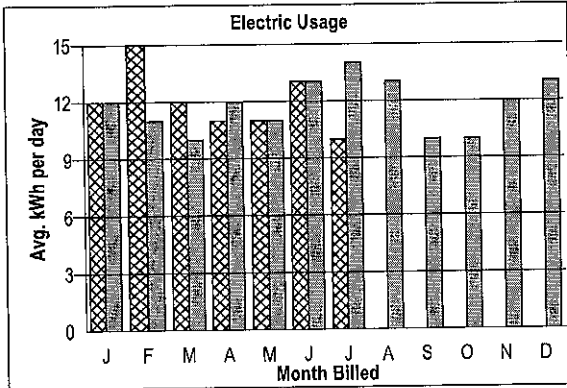
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier		
General Service Non-Demand	6-13-24	7-16-24	1584528	90747	91090 Actual	343	1	kWh	343

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2024 <input checked="" type="checkbox"/>	33	343	10	85	67
2023 <input type="checkbox"/>	29	399	13	86	64

Monthly Service Charge	33.00
kWh Usage	33.65
Fuel And Purchased Power Adjustment	1.42
Sales Tax	3.74
Total Charges	\$71.81

Your average daily electric cost was: \$2.18





Account Number	Due Date	Total Amount Due
6804100060	Aug 19, 2024	\$2,466.89

Customer Name: SID 23 SARPY
Statement Date: July 30, 2024

Billing Information for service address:13609 SLAYTON ST OMAHA NE

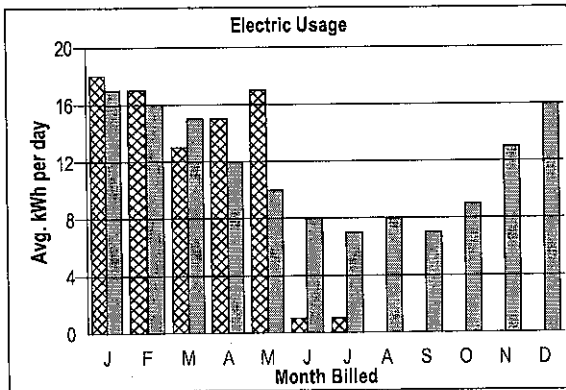
Rate	Billing Period		Meter Number	Meter Reading				Usage
	From	To		Previous	Present	Difference	Multiplier	
General Service Non-Demand	6-13-24	7-16-24	1902068	58096	58133 Actual	37	1	kWh 37

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2024 ☒	33	37	1	85	67
2023 ☐	29	204	7	86	64

Monthly Service Charge	33.00
kWh Usage	3.63
Fuel And Purchased Power Adjustment	0.15
Sales Tax	2.02
Total Charges	\$38.80

Your average daily electric cost was: \$1.18





Account Number	Due Date	Total Amount Due
6804100060	Aug 19, 2024	\$2,466.89

Customer Name: SID 23 SARPY
Statement Date: July 30, 2024

Billing Information for service address:10203 S 132 ST PAPILLION NE

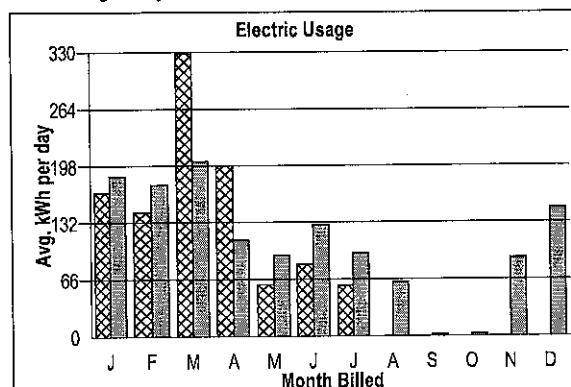
Rate	Billing Period		Meter Number	Meter Reading				Usage
	From	To		Previous	Present	Difference	Multiplier	
General Service Non-Demand	6-26-24	7-26-24	5771629	39642	41406 Actual	1764	1	kWh 1764

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2024 ☒	30	1764	58	84	66
2023 ☐	29	2776	95	84	64

Monthly Service Charge	33.00
kWh Usage	173.05
Fuel And Purchased Power Adjustment	7.29
Sales Tax	11.73
Total Charges	\$225.07

Your average daily electric cost was: \$7.50





Account Number	Due Date	Total Amount Due
6804100060	Aug 19, 2024	\$2,466.89

Customer Name: SID 23 SARPY
Statement Date: July 30, 2024

Billing Information for service address: 10301 S 132 ST PAPILLION NE

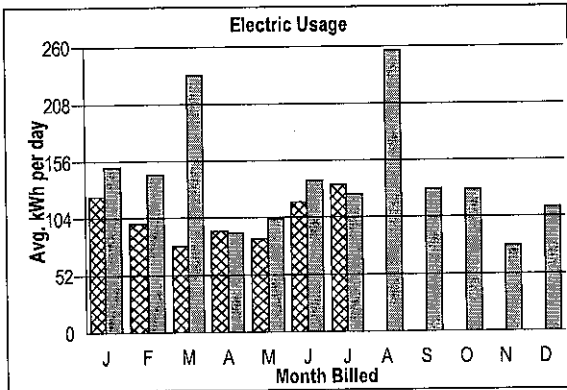
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier		
General Service Non-Demand	6-26-24	7-26-24	8486457	77080	81105 Actual	4025	1	kWh	4025

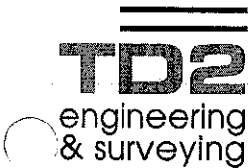
Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2024 ☒	30	4025	134	84	66
2023 ☐	29	3639	125	84	64

Monthly Service Charge	33.00
kWh Usage	394.85
Fuel And Purchased Power Adjustment	16.62
Sales Tax	24.45
Total Charges	\$468.92

Your average daily electric cost was: \$15.63





Thompson, Dreessen & Dörner, Inc.
Consulting Engineers & Land Surveyors

INVOICE

Please remit to:
TD2 Nebraska Office
10836 Old Mill Road; Omaha, NE 68154
Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office
5000 S. Minnesota Ave., Unit 312; Sioux Falls, SD 57108
Office: 605/951-0886

SID #23 (WESTMONT)
MR. MARK JOHNSON
FULLENKAMP JOBEUN JOHNSON & BELLER LLP
11440 WEST CENTER ROAD, SUITE C
OMAHA, NE 68144

Invoice number 164213
Date 06/27/2024
Project 1690-101 SID #23 (WESTMONT)
MISCELLANEOUS SERVICES, 2011-
CURRENT

Professional Services from May 27, 2024 through June 16, 2024

See other side for detail

Description	Current Billed
Construction Staking	0.00
Civil Engineering Services	803.50
<i>Prepare for and attend SID meeting, waterline locates.</i>	
Total	803.50

Invoice total 803.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
164213	06/27/2024	803.50	803.50				
	Total	803.50	803.50	0.00	0.00	0.00	0.00

Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees. Invoices not paid within 90 days of the invoice date will be subject to possible lien filings.



A Division of Ortleb Enterprises LLC.
PO Box 460727 * Papillion, NE 68046-0727
V:402.331.3669 F:402.972.8409
www.AmeriLawn.com * info@AmeriLawn.com

Invoice

Date	Invoice #
6/19/2024	LWN24-15537

We need your E-mail Address for contact and billing purposes.

Please print : _____

Bill To
WESTMONT SID 23 11802 Westmont Dr. Omaha, NE 68138

Amount Enclosed

<u>Return top portion with your payment</u>

P.O. No.	Terms	Due Date
	Net 30	7/4/2024

Serviced	Property N...	Item	Description	Qty	U/M	Rate	Amount
6/19/2024		Mow & Trim	Commercial Mow & Trim All (Weekly) WESTMONT SID Start Time : 6/19/2024 7:14:35 AM	1	ea	610.00	610.00
6/19/2024		Litter & Weed Cont...	Litter & Weed Control (Weekly) WESTMONT SID Start Time : 6/19/2024 10:11:18 AM	1	ea	65.00	65.00
						0.00%	0.00
Total							\$675.00

\$5.00 Late Fee will be assessed after due date. Finance Charges will be assessed after 30 days of Invoice date. The annual rate is 18% (1.5% monthly)

Payments/Credits	\$0.00
Balance Due	\$675.00



A Division of Ortleb Enterprises LLC.
PO Box 460727 * Papillion, NE 68046-0727
V:402.331.3669 F:402.972.8409
www.AmeriLawn.com * info@AmeriLawn.com

Invoice

Date	Invoice #
7/3/2024	LWN24-15819

We need your E-mail Address for contact and billing purposes.

Please print : _____

Bill To
WESTMONT SID 23 11802 Westmont Dr. Omaha, NE 68138

Amount Enclosed

Return top portion with your payment

P.O. No.	Terms	Due Date
	Net 30	7/18/2024

Serviced	Property N...	Item	Description	Qty	U/M	Rate	Amount
7/3/2024		Mow & Trim	Commercial Mow & Trim All (Weekly) WESTMONT SID Start Time : 7/3/2024 2:43:05 PM	1	ea	610.00	610.00
7/3/2024		Litter & Weed Cont...	Litter & Weed Control (Weekly) WESTMONT SID Start Time : 7/3/2024 5:38:27 PM	1	ea	65.00	65.00
						0.00%	0.00
				Total			\$675.00

\$5.00 Late Fee will be assessed after due date. Finance Charges will be assessed after 30 days of Invoice date. The annual rate is 18% (1.5% monthly)

Payments/Credits	\$0.00
Balance Due	\$675.00



A Division of Ortleb Enterprises LLC.
PO Box 460727 * Papillion, NE 68046-0727
V:402.331.3669 F:402.972.8409
www.AmeriLawn.com * info@AmeriLawn.com

Invoice

Date	Invoice #
7/10/2024	LWN24-16016

We need your E-mail Address for contact and billing purposes.

Please print : _____

Bill To
WESTMONT SID 23 11802 Westmont Dr. Omaha, NE 68138

Amount Enclosed

<u>Return top portion with your payment</u>

P.O. No.	Terms	Due Date
	Net 30	7/25/2024

Serviced	Property N...	Item	Description	Qty	U/M	Rate	Amount
7/10/2024		Mow & Trim	Commercial Mow & Trim All (Weekly) WESTMONT SID Start Time : 7/10/2024 7:19:58 AM	1	ea	610.00	610.00
7/10/2024		Litter & Weed Cont...	Litter & Weed Control (Weekly) WESTMONT SID Start Time : 7/10/2024 10:18:37 AM	1	ea	65.00	65.00
						0.00%	0.00
Total							\$675.00

\$5.00 Late Fee will be assessed after due date. Finance Charges will be assessed after 30 days of Invoice date. The annual rate is 18% (1.5% monthly)

Payments/Credits	\$0.00
Balance Due	\$675.00



A Division of Ortleb Enterprises LLC.
 PO Box 460727 * Papillion, NE 68046-0727
 V:402.331.3669 F:402.972.8409
 www.AmeriLawn.com * info@AmeriLawn.com

Invoice

Date	Invoice #
7/15/2024	LWN24-16141

We need your E-mail Address for contact and billing purposes.

Please print : _____

Bill To
WESTMONT SID 23 11802 Westmont Dr. Omaha, NE 68138

Amount Enclosed

Return top portion with your payment

P.O. No.	Terms	Due Date
	Net 30	7/30/2024

Serviced	Property N...	Item	Description	Qty	U/M	Rate	Amount
7/15/2024		4 Step	Fertilizer WESTMONT SID Start Time : 7/15/2024 8:06:09 AM	1		975.00	975.00
						0.00%	0.00
Total							\$975.00

\$5.00 Late Fee will be assessed after due date. Finance Charges will be assessed after 30 days of Invoice date. The annual rate is 18% (1.5% monthly)

Payments/Credits	\$0.00
Balance Due	\$975.00



A Division of Ortleb Enterprises LLC.
PO Box 460727 * Papillion, NE 68046-0727
V:402.331.3669 F:402.972.8409
www.AmeriLawn.com * info@AmeriLawn.com

Invoice

Date	Invoice #
7/17/2024	LWN24-16209

We need your E-mail Address for contact and billing purposes.

Please print : _____

Bill To
WESTMONT SID 23 11802 Westmont Dr. Omaha, NE 68138

Amount Enclosed

<u>Return top portion with your payment</u>

P.O. No.	Terms	Due Date
	Net 30	8/1/2024

Serviced	Property N...	Item	Description	Qty	U/M	Rate	Amount
7/17/2024		Mow & Trim	Commercial Mow & Trim All (Weekly) WESTMONT SID Start Time : 7/17/2024 7:06:44 AM	1	ea	610.00	610.00
7/17/2024		Litter & Weed Cont...	Litter & Weed Control (Weekly) WESTMONT SID Start Time : 7/17/2024 10:03:52 AM	1	ea	65.00	65.00
						0.00%	0.00
Total							\$675.00

Payments/Credits	\$0.00
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\$5.00 Late Fee will be assessed after due date. Finance Charges will be assessed after 30 days of Invoice date. The annual rate is 18% (1.5% monthly)

Balance Due	\$675.00
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A Division of Ortleb Enterprises LLC.
PO Box 460727 * Papillion, NE 68046-0727
V:402.331.3669 F:402.972.8409
www.AmeriLawn.com * info@AmeriLawn.com

Invoice

Date	Invoice #
7/24/2024	LWN24-16415

We need your E-mail Address for contact and billing purposes.

Please print : _____

Bill To
WESTMONT SID 23 11802 Westmont Dr. Omaha, NE 68138

Amount Enclosed

Return top portion with your payment

P.O. No.	Terms	Due Date
	Net 30	8/8/2024

Serviced	Property N...	Item	Description	Qty	U/M	Rate	Amount
7/24/2024		Mow & Trim	Commercial Mow & Trim All (Weekly) WESTMONT SID Start Time : 7/24/2024 7:13:18 AM	1	ea	610.00	610.00
7/24/2024		Litter & Weed Cont...	Litter & Weed Control (Weekly) WESTMONT SID Start Time : 7/24/2024 10:14:18 AM	1	ea	65.00	65.00
						0.00%	0.00
				Total		\$675.00	

\$5.00 Late Fee will be assessed after due date. Finance Charges will be assessed after 30 days of Invoice date. The annual rate is 18% (1.5% monthly)

Payments/Credits	\$0.00
Balance Due	\$675.00



A Division of Ortleb Enterprises LLC.
PO Box 460727 * Papillion, NE 68046-0727
V:402.331.3669 F:402.972.8409
www.AmeriLawn.com * info@AmeriLawn.com

Invoice

Date	Invoice #
7/31/2024	LWN24-16579

We need your E-mail Address for contact and billing purposes.

Please print : _____

Bill To
WESTMONT SID 23 11802 Westmont Dr. Omaha, NE 68138

Amount Enclosed

Return top portion with your payment

P.O. No.	Terms	Due Date
	Net 30	8/15/2024

Serviced	Property N...	Item	Description	Qty	U/M	Rate	Amount
7/31/2024		Mow & Trim	Commercial Mow & Trim All (Weekly) WESTMONT SID Start Time : 7/31/2024 7:30:33 AM	1	ea	610.00	610.00
7/31/2024		Litter & Weed Cont...	Litter & Weed Control (Weekly) WESTMONT SID Start Time : 7/31/2024 7:30:48 AM	1	ea	65.00	65.00
						0.00%	0.00
Total							\$675.00

\$5.00 Late Fee will be assessed after due date. Finance Charges will be assessed after 30 days of Invoice date. The annual rate is 18% (1.5% monthly)

Payments/Credits	\$0.00
Balance Due	\$675.00

1210 Golden Gate Drive
Papillion, NE 68046
Phone: 402-593-4133
Fax: 402-593-4304
www.sarpy.gov



INVOICE

Company: SID 23
Address:
Address:
City, State, Zip:

INVOICE # 1765SWR

INVOICE DATE: 7/12/2024

Attn: _____

DUE DATE: upon receipt

DESCRIPTION	Qty	Rate	Amount
June 2024 Hand Billing Charge	1.00	\$ 15.48	\$ 15.48
June 2024 Sarpy Co Sewer Use Billing / SID 23	1	\$ 10,059.82	\$ 10,059.82
June 2024 Omaha National Cemetery	1	\$ 583.10	\$ 583.10
Subtotal		\$	10,658.40
Payments/Credits		\$	-
TOTAL DUE		\$	10,658.40

Please make checks payable to: **Sarpy County**
and remit to:



Mikala Gansemer
Sarpy County Fiscal Administration
1210 Golden Gate Drive
Papillion, NE 68046

TREKK Design Group
1411 E 104th Street
Kansas City, MO 64131
816.874.4655



Westmont SID #23
c/o Fullenkamp, Doyle, & Jobeun
11440 West Center Road, Ste C
Omaha, NE 68144

Invoice number 24-001040
Date 07/29/2024

Project 15-135 15-135 Westmont On Call

Services through 06/30/2024
Mrquinn65@cox.net

15-135 Westmont On Call

Labor Fees

	Hours	Rate	Billed Amount
Billable Labor			
Field Technician III	5.00	85.00	425.00
Operator CCTV/Clean - Truck not used			
Field Technician I	4.00	95.00	380.00
Cleaning Truck 13			
Field Technician I	4.00	275.00	1,100.00
Cleaning Truck 14			
Field Technician I	10.00	275.00	2,750.00

EXPENSES

	Units	Rate	Billed Amount
Disposals	1.00	50.00	50.00
15-135 Westmont On Call subtotal			4,705.00

Invoice total **4,705.00**

Date: 6-13-24

Location: Westmont Lift Station

Ordered by: Gerald Pesek

Description: Jetted/Cleaned bottom street and 200 feet up connecting streets per Gerald. Two Jetters on site. 5 hours with JetVac and Operator. 4 hours with second JetVac and Operator. 4 hours with Field Tech. Haul 1 load to treatment plant, 1 disposal fee.

Date: 6-14-24

Location: Westmont

Ordered by: Gerald Pesek

Description: After Hours emergency call out for plugged line. Jetted/Cleaned one line to unplug sewer. 5 hours with JetVac and Operator. 5 hours with Field Tech.



11050 S. 204th St., Gretna, NE 68028
Phone: 402-332-4141 Fax 402-332-5822

Invoice

Date	Invoice #
7/16/2024	33553

Bill To:
SID #23 Westmont Fullenkamp, Jobeun, Johnson & Beller ATTN: Beth 11440 W Center Rd # C Omaha, NE 68144

Ship To:
SID #23 Westmont Hydrant repair at: 11202 Richland Dr. Omaha, NE

Order #	P.O. Number	Terms	Due Date	Order Date	Customer #	Job
33553	11202 Richland Dr.	Net 30	8/15/2024	6/25/2024	1020	11202 Richland Dr.

Item #	Description	Quantity	U/M
	Charges for Equipment, labor & material for repair of fire hydrant at 11202 Richland Dr. Westmont, SID #23, Omaha, NE. Repair completed approximately 6/26/2024.		
80001002	EQUIPMENT & LABOR One-Ton Job Truck & Tools	3	HRS
80001004	Supervisor	4	HRS
80001004	Laborer (2 @ 3 hr each)	6	HRS
80005000	MATERIAL Hydrant breakaway kit	1	EA
	Total includes Equipment, Labor & Material (Option #2 Contractor)		

	Total	\$1,316.67
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11050 S. 204th St., Gretna, NE 68028
Phone: 402-332-4141 Fax 402-332-5822

Invoice

Date	Invoice #
7/16/2024	33554

Bill To:
SID #23 Westmont Fullenkamp, Jobeun, Johnson & Beller ATTN: Beth 11440 W Center Rd # C Omaha, NE 68144

Ship To:
SID #23 Westmont Repair #2 at: 13416 Carpenter St Omaha, NE

Order #	P.O. Number	Terms	Due Date	Order Date	Customer #	Job
33554	13416 Carpenter St (#2)	Net 30	8/15/2024	5/8/2024	1020	13416 Carpenter St (#2)

Item #	Description	Quantity	U/M
	Charges for equipment, labor and material for water main repair at 13416 Carpenter St. Work completed approx. 5/9/24 with concrete poured back approx. 5/20/24.		
	EQUIPMENT & LABOR		
80001002	Job Truck & Tools	3	HRS
80001004	Supervisor	3	HRS
80001004	Laborers (3 @ 3 hrs each)	9	HRS
	MATERIAL		
80005015	Concrete formed & poured back by B&T Concrete, LLC	1	LS
80005017	Seeding & Matting (includes area from April 2024 repair)	1	LS
80005005	Mailbox post	1	LS
	Total includes Equipment, Labor & Material (Option #2 Contractor)		

	Total	\$3,423.35
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July 17, 2024

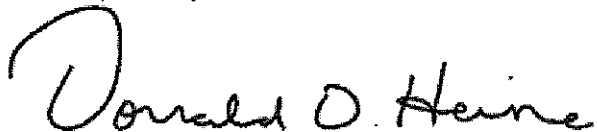
Chairman and Board of Trustees
Sanitary and Improvement District No. 23
of Sarpy County, Nebraska
c/o Mr. Mark Johnson, Attorney
Fullenkamp, Jobeun, Johnson & Beller, LLP
11440 West Center Rd., Suite C
Omaha, NE 68144

RE: Westmont – Park Security
Park Service LLC, Estimate No. 2021518
TD2 File No. 1690-101.64

Board Members:

Enclosed please find Estimate No. 2021518 from Park Service LLC in the amount of **\$2,000.00** for annual camera maintenance and monitoring as described. We recommend that payment be made directly to Park Service LLC at the address shown on their invoice.

Respectfully submitted,


Donald O. Heine, P.E.
THOMPSON, DREESSEN & DORNER, INC.

DOH/alj

Enclosure

cc: Park Service LLC

ESTIMATE

Park Service LLC
14564 Grover Street
Omaha, NE 68144

rob@parksvc.com
(402) 577-0270
www.parksvc.com



Bill to
SID 23 Westmont
Thompson, Dreessen & Dorner, Inc.
10836 Old Mill Rd.
Omaha, NE 68154

Ship to
SID 23 Westmont
Thompson, Dreessen & Dorner, Inc.
11802 Westmount Dr.
Omaha, NE 68138

Estimate details

Estimate no.: 2021518
Estimate date: 07/04/2024

#	Date	Product or service	Description	SKU	Qty	Rate	Amount
1.	08/29/2024	Camera Service Package	Annual Camera Service Package (4 Cameras)		1	\$2,000.00	\$2,000.00
Total							\$2,000.00

Note to customer

Line 1: Annual Camera Maintenance Plan, 4 Cameras (Renewal):
Hosting, Cell Plan, Quarterly Service Visit/Reports

Camera Plan does not include replacement batteries or parts.

Period from: 8-29-2024 to 8-29-2025

CITY OF OMAHA

Page 1 of 1

1819 FARNAM STREET
BILLING DIVISION
OMAHA NE 68183
CONTACT : (402) 444-5453

REMIT TO :

CITY OF OMAHA CASHIER
1819 FARNAM STREET
RM H10
OMAHA NE 68183

BILL TO :

SARPY CO SID 23
11440 W CENTER RD #C
OMAHA NE 68144

SHIP TO :

CUSTOMER NUMBER : 28685	TERMS : 30 NET	INVOICE NUMBER : 247048	DUE DATE : 08-AUG-24
TRANSACTION TYPE : SEWER BILLING		INVOICE DATE : 09-JUL-24	TOTAL DUE : \$ 303.49

PLEASE RETURN TOP PORTION WITH REMITTANCE

INVOICE NUMBER: 247048 DATE: 09-JUL-24 DUE DATE: 08-AUG-24 TOTAL COUNT: 2 TOTAL DUE: \$ 303.49				
ITEM	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	SEWER BILLING - 6.47, 52.080, 3.851 APRIL 2024	1.0000	\$287.67	287.67
2	SEWER BILLING SALES TAX	1.0000	\$15.82	15.82



ELECTRIC COMPANY OF OMAHA

2132 South 156th Circle
Omaha, NE 68130
Phone: (402) 346-1881
Fax: (402) 346-6524

Invoice

Invoice #: 39637

Date: 7/15/2024

Terms: Net 30 Days

Due Date: 8/14/2024

ECO Job #: 59288

Cust PO #: Mike Quinn

PO Line # / WO #:

Bill To: Westmont SID #23
11802 Westmont Drive

Omaha, NE 68138

Description of Service

Provide labor and material to repair the lights on the water tower at Westmont. All work was directed by Mike Quinn.

Description		Quantity / Hrs	Rate / Per Unit	Amount
Labor:				
Electrician	OT	3.00	138.00	414.00
Electrician	REG	9.00	99.00	891.00
			Total Labor	\$ 1,305.00
Material:				
Fixtures & Lamps				72.71
Service Truck				20.00
			Total Material	\$ 92.71

Subtotal: 1,397.71

Sales Tax: 0.00

Total Amount Due: 1,397.71

Thank you for your business!

July 2024 Accounts Receivable

Pick up water payments.
Make necessary deposits at the courthouse.

Mileage 118 miles @ .67 per mile **\$ 79.06**

Posting of water payments, reconciling spreadsheet
adding all checks, making necessary
deposits at the courthouse.
Adding online payments to payment record
Payment research on delinquent accounts

34 hrs. @ \$30.00 **\$ 1020.00**

Misc. Expenses (in person payments,
phone calls, e-mails, monthly subscriptions, working
with shut offs, research delinquent accounts bank transfer).

8.5 hrs. @ 30.00 **\$ 255.00**

Total Amount Due \$ 1354.06

Thank you
June Jordening

MAIL TO: Westmont S I O 23
11502 Westmont Dr
Omaha Ne, 68138

July, 2024

DESCRIPTION	HR	TOTAL
North well		800.00
South Well		800.00
Lift Station		500.00
Water reading		400.00
Monthly water test		65.00
One call		180.00
Special water test, lead x10 9" and 10th	9.65	270.00
Repair 3 readers	180.00	180.00
Pump Air release pits 1" 2nd	6hr	270.00
Wind storm 6 hrs	12.5	627.50
Wind storm nights	10.00	915.00
Wind storm supplies		413.75
General Maintenance		0

[illegible]

\$5,323.23

Professional Accounting

21104 Lincoln Blvd

Gretna, NE 68028

Tel (402)871-6991



American
Accounting
Association

INVOICE

07/31/2024

BILL TO

S.I.D. #23

11802 Westmont Drive

Omaha, NE 68138

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	Prepare Budget Tracking July 2024	95.00	95.00
	Prepare July 2024 Water Billing	783.90	783.90
	Postage 402 @ .60	241.20	241.20
	Prepare Sales Tax for June 2024	175.00	175.00
	July Reports	275.00	275.00
	Meetings Phone, Etc.,	275.00	275.00

SALES TAX

SHIPPING & HANDLING

TOTAL DUE

\$1,845.10

Bills are Due upon Receipt. If
paid after 10th day there will be
a late fee of 1.5 % assessed.

G. F. Pesek, Inc.

3806 North 269th Ave. Valley, NE 68064

Westmont, SID #23
6-W-1

6/30/2024

Backup operator services for June--\$350.00

Clean Lift Station-Pump startup-Monitor system—Jet sewer lines—
TREK \$360.00

Water Main Break—Masters Subdivision—Kersten Construction
\$180.00

Total \$890.00

Trustees:

Mary McNamara, Clerk

Jeannine Glesmann, Chairwoman and Compliance Officer

Jason Henley, Trustee

Paula Ann Bidrowsky, Trustee

Patricia Drummond, Trustee

June Jordening, Accounts Payable Clerk

Gary Shepherd, Accountant

Michael Quinn, Quinn Services

Fund Balances:	May 2024
General Fund:	\$340,802.68
Bond Fund:	\$292,954.36
o/s Bonds:	\$2,040,000.00

Valuation 2023/24	\$77,264,821	(\$63,498 growth)
General Fund	\$309,059.29	\$0.400000
Bond Fund	\$162,256.12	\$0.210000
Total	\$471,315.41	\$0.610000

AGENDA

Sanitary and Improvement District No. 23 (Westmont) of Sarpy County, Nebraska; Meeting to be held August 6, 2024, at 6:30 p.m. – Westmont Elementary, 13210 Glenn St., Omaha, Nebraska.

1. Call to Order and Roll Call.
2. Present Open Meetings Act.
3. Set Next Meeting Date, time and location.
4. Bluestem Capital Partners Inc., Report.
5. Consideration and approval of Resolution to issue \$1,750,000.00 General Obligation Bonds, Series 2024; vote on and approve same.
6. Attorney Issues.
7. Engineering Issues.
8. Present statements, vote on and approve payment from the Construction Fund Account of the District for the following:
 - a) City of Papillion for 1% review fee on 2024 Paving \$13,588.12 Reconstruction project.
1% Review Fee 2024 Paving Reconstruction
 - b) Fullenkamp, Jobeun, Johnson & Beller for legal services in 679.41 connection with the 2024 Paving Reconstruction 1% Review Fee.
Legal Fees 2024 Paving Reconstruction 1% Review Fee
 - c) Bluestem Capital Partners, Inc., for Financial Advisor/Fiscal 4,500.00 Agent Services for Fiscal Year 2024-2025.

Total \$18,767.53

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

- | | | |
|----|--|------------|
| a) | Omaha Public Power District for electrical services. | \$2,466.89 |
| | Acct. #6804100060 | |
| b) | Thompson, Dreessen & Dorner, Inc., for engineering services. | 803.50 |
| | 164213 | |
| c) | AmeriLawn for mowing services. | 5,025.00 |
| | LWN 24-15537 | \$675.00 |
| | LWN24-15819 | \$675.00 |
| | LWN24-16016 | \$675.00 |
| | LWN24-16141 | \$975.00 |
| | LWN24-16209 | \$675.00 |
| | LWN24-16415 | \$675.00 |
| | LWN24-16579 | \$675.00 |
| d) | Sarpy County for June sewer use billing. | 10,658.40 |
| | 1765SWR June | |
| e) | TREKK Design Group for unplugging lines. | 4,705.00 |
| | 24-001040 | |
| f) | Kersten Construction Inc., for hydrant repair and water main repair. | 4,740.02 |
| | 33553 | \$1,316.67 |
| | 33554 | \$3,423.35 |
| g) | Park Service LLC for annual camera maintenance and monitoring. | 2,000.00 |
| | 2021518 | |
| h) | City of Omaha for April sewer billing. | 303.49 |
| | 247048 April | |
| i) | Electric Company of Omaha for repairing the lights on the water tower. | 1,397.71 |
| | 39637 | |
| j) | June Jordening for July accounts receivable services. | 1,354.06 |
| | Accounts Receivable - July | |

k)	Mary McNamara for July Clerk Fees. (net).	92.35
	Clerk Fees - July	
l)	Fullenkamp, Jobeun, Johnson & Beller Trust Account for IRS withholdings.	7.65
m)	Quinn Services for July operator services.	5,323.23
	July operator services	
n)	Professional Accounting for July accounting services.	1,845.10
	July accounting services	
o)	G.F. Pesek, Inc., for June back-up operator services.	890.00
	June back-up operator services.	
	Total	\$41,612.40

10. Report from Quinn Services.
11. Report from Account Receivable Clerk.
12. Report from Professional Accounting Services.
13. Other various items pertaining to the District.
14. Adjournment.