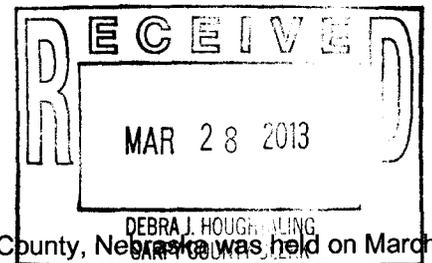


SANITARY AND IMPROVEMENT DISTRICT NO. 23  
OF SARPY COUNTY, NEBRASKA

Minutes of Meeting of Board of Trustees  
March 5, 2013



A meeting of the Board of Trustees of Sanitary and Improvement District No. 23 of Sarpy County, Nebraska was held on March 5, 2013 at 6:30 o'clock p.m. at Westmont Elementary School, 13210 Glenn Street, Omaha, Nebraska.

Present were Trustees, Terry Knief (402.681.3780), Michael Quinn (402.699.1788), David Jasa (402.896.2279) and Shirley Merritt (402.896.9047). Absent was Chairman Don Schuneman (402.895.0967). Also present were Gerald Pesek of G.F. Pesek, Inc., Gary Shepherd of Professional Accounting Service, Accounts Receivable Clerk June Jordening, Accounts Payable Clerk Linda Comstock, Andrea Smith of Cassidy Chapman Law Office, and eight district residents.

Notice of the meeting was given in advance thereof by publication in The Papillion Times on February 20, 2013. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

1. **Compliance with Open Meetings Law:** It was announced that in compliance with the Act, the Clerk would make available any documents on his laptop on the table.
  2. **Approval of Minutes:** The Trustee Knief stated the next item of business on the agenda was approval of the meeting minutes from February 2013. The following name changes were approved: Janine Gelesnana, Donald Romans as opposed to Ronald Romans. Trustee Knief motioned to approve the minutes with the changes. Trustee Jasa second the motion. The vote was unanimous.
  3. **Resident Concerns:** Resident, Russ Swanson stated his concern over the parking ban. Trustee Knief explained the problem he perceived, and others perceived, is that parking on street during snow emergencies is a safety hazard. It is difficult for the plows to get through the neighborhood. Trustee Knief stated that residents came to January meeting and complained about parking on street and their safety concerns due to the parking, vehicles not being able to get through, etc. Trustee Knief further explained that at the February meeting other residents came with various proposals to the parking issue. The Trustee Knief explained to the residents at the March meeting that it was more of an ordinance, and that it would be sent to Sarpy County for approval. One resident stated he thought it would be better to penalize or ticket, instead of doing the ordinance. Trustee Knief responded by stating that parking is an issue year round throughout the SID. Another resident stated that the parking ordinance would be problematic with work trucks because residents are not suppose to park work trucks in their drive ways, and when extended family stays overnight and there are multiple vehicles. Trustee Knief stated a large problem is with emergency vehicles not being able to get through the streets due to poor parking habits. One resident responding by saying he saw at the bottom of carpenter street emergency vehicles able to get through with cars parked on both sides. Trustee Knief responded by stating that its not like that on each street; resident said it should only be like that for the snow; Trustee Knief said all they can currently do is call sheriff to enforce and ticket cars but that does not help in emergency snow situation and other emergency situations. Trustee Knief asked the residents attending the March meeting what they would propose instead of the current proposed parking ordinance. One resident said to ticket and tow vehicles, also mentioned an incident where a snow plow honked its horn until someone came out to move the car; another resident stated that people can drive through and he hasn't had problems. Another resident stated that the proposed parking ordinance is not good for family life and their individual family because it will be difficult to have teenage drivers and young adult drivers.  
Trustee Knief stated a concern with the siren not working well. Gerald Pesek stated it was probably due to snow blockage, there is a blower at the bottom.  
Resident Janine Gelesnana asked about why it was taking so long for residents to receive their water deposits. The resident also asked how long the SID should have the deposit. Trustee Knief stated the rule was to keep the deposits for 12 months until there was no late payment. Explained how water deposits were first enacted to prevent late payments; however, the deposits were not preventing late payments which is why the SID initiated the water shut-offs instead of the deposits. Linda Comstock explained the water deposits took so long because she had to go back to 2003, there was a long paper trail, and it took awhile to go through each monthly water statement and account.  
Resident Janine Gelesnana is concerned that the letter addressed to her home was addressed to the previous owner instead of her, and she has lived in the home for three years. She stated the board needs to update their list. Gerald Pesek asked if she notified the SID about the change in water account.
  4. **Next Meeting Date:** The next meeting of the Board will be held on April 2, 2013 at 6:30 o'clock p.m. at Westmont Elementary School, 13210 Glenn Street, Omaha, Nebraska.
  5. **Professional Accounting Service:** Gary Shepherd reported that fund balances as of January 31, 2012, were as follows:

General Fund	\$	162,394.01
Bond Fund	\$	93,495.65
Bond Investment	\$	0.00
Water Deposits	\$	15,000.00
Bond Reserve Fund	\$	6,478.08

  
Mr. Shepherd distributed to the Trustees copies of his graphs of general fund activities and a review of those graphs ensued. Total usage was 251,492. Average usage was 637 cubic feet. Minimum users were 367. Total users were 397. Average water bill was \$27.72. Mr. Shepherd reported that \$552.37 was paid in sales tax.  
  
Mr. Shepherd next distributed to the Trustees his accounts receivable analysis showing those accounts currently in a delinquent status. Shut off notices were mailed with regard to the following accounts if balances are not received by March 15, 2013: Derek Clark #1080; Tracy Swalberg #1112; Ronald Van Dyne #1201.
  6. **Accounts Receivable:** June Jordening reported \$12,402.96 was deposited into the general fund. There will be two returned checks. \$450 moved from deposit account to general account
- Engineering Issues:** Gerald Pesek provided the bids he received to fix the leak in water tower. Trustee Knief motioned to approve McGuire Iron's bid not to exceed \$8,000.00, Trustee Quinn seconded, the trustees voted, all in favor. Gerald Pesek will notify TD2.

Gerald Pesek discussed cleaning the sewers. Trustee Knief thinks the price given by Trekk is unclear on what it includes and that the SID needs more information to make a decision.

**7. Attorney Issues:**

- a. Cassidy Chapman, Attorney, obtained quotes to scan SID 23 documents. Andrea Smith, attorney, stated that the company D4 had the most cost efficient quote. The Trustees examined the quote. Trustee Knief proposed to take quote for D4, Trustee Quinn seconded, all voted in favor
- b. Andrea Smith, Attorney, gave an update on the current lawsuit involving resident Dennis Kelly and SID 23. She stated that the answer is due the 15<sup>th</sup>. Trustee Quinn stated he wants to make sure the SID asks for attorney fees in the lawsuit.

**8. Report from G.F. Pesek:**

Both wells are cycling properly. The routine monthly coliform test was negative. OPPD incurred an area wide power outage that affected all SID #23 facilities. Immediate response and monitoring of the water supply system and the lift station took place. The auto-dialer for the water supply controls was replaced by Providence Group. The breakers were reset after the power outage and were monitored for proper cycling

**Miscellaneous**

- Parking and regulatory signs have been ordered.
- Gerald Pesek received an offer on the back-up generator in old well. Trustees stated they want an official bid put-together. Trustees stated they would give the back-up generator at no cost, but want the group to pay Gerald Pesek for his time supervising the removal.
- In the past the SID has sent a bill to Westmont school for Gerald Pesek's time for going to the water tower, discussion was had, Gary Shepherd, Professional Accounting Service, will send a bill to school.

**9. Payment of Bills:** All bills submitted for payment were approved by unanimous vote. Trustee Knief motioned. Trustee Jasa seconded. The detail of the approved warrants follows:

Warrant	Date	Issued to	Amount	Purpose	Invoice #
9167	2-19-13	Century Link	84.92	Phone, South Wall	
9168	2-19-13	Century Link	84.92	Phone, North Wall	
9169	2-19-13	NE Dept of Public Health	14.00	Water Testing	435416
9170	2-19-13	Midwest Tabs	30.00	Water Testing	675670
9171	2-19-13	Omaha World Herald	7.74	Publications	153698-130131
9172	2-25-13	Century Link	119.84	Phone – Water Tower	
9173	2-25-13	One Call Concepts	2.20	Diggers not line	3010641
9174	3-4-13	OPPD	2,374.04	Electrical saw	
9175	3-5-13	Kersten Construction	142.00	Curb Stop Repairs	31480
9176	3-5-13	Linda Comstock	306.44	Accts payables	
9177	3-5-13	GF Pesek	3295.00	February Maintenance	
9178	3-5-13	June Jordening	604.41	Accounts receivalbe	
9179	3-5-13	Terry Knief	137.93	Clerk fees	
9180	3-5-13	Professional Accounting	1,045.49	Accounting fees	
9181	3-5-13	Cassidy Chapman	1528.50	Legal fees	

**10. Old Business:**

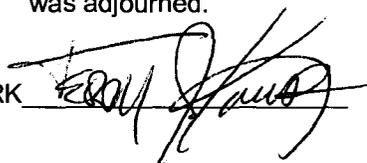
- a. Trustee Knief reported on water rate increase: rates up significantly due to Omaha separating sanitary and storm sewers. Trustee Knief stated he would send information out to the residents to inform them of the increase and Trustee Quinn agreed.
- b. Rent on the SID fields, Trustee Knief will touch base with Neil.
- c. Bond hearing procedures, table until next month
- d. Neighborhood watch signs, Trustee Merritt stated that the signs had been delivered and that she left a message with that information for Chairman Schuneman. Trustee Knief stated he would contact Chairman Schuneman to contact Curtis to pick up the neighborhood watch signs.
- e. Field rent, same as SID fields, Trustee Knief will contact Neil.
- f. Parking ordinance - addressed in the Residents concerns
- g. Street sweeping bids: received the bid, price went up \$100 because the company must remove and transfer the sand. Discussion was had on how in the last year the SID only had one street sweeping, and that appeared satisfactory. Trustee Knief recommends only having spring street sweeping bid and wait to see if one is needed for the fall. Trustee Jasa agrees, stated that some years the SID did not have street sweeping in the fall. Trustee Knief makes motion to have a spring street sweeping bid only, Trustee Jasa seconded the motion, all voted in favor.
- h. Mowing bids: Trustee Jasa received 4 mowing bids, one bid did not include fertilizer; clarification was made on two bids in order to make a decision; Trustee Quinn stated that a person doing a new bid will always do a good job in the beginning; Discussion was had, choice was between the 2 bids, there was a \$50 difference between the bids, Trustee Jasa stated that the lower bid is not always the best service. Trustee Knief motion to accept Cutters bid, Trustee Jasa seconded motion, Trustees voted all in favor; Trustee Quinn stated he wants better communication with the person who does the landscaping work and wants the mower to be responsive to what the Board wants in law care services.
- i. Document scanning proposal, passed, D4
- j. Sewer cleaning proposal, more information needed, send out proposal
- k. Tree and shrub trimming

**11. New Business:**

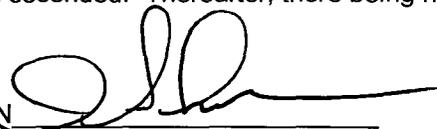
- a. Snow removal bids for 2013-2014; Trustee Knief sees problem with the shed that contains generator because the generator needs it to be accessible when it snows.
- b. Water billing updates, need to update the website

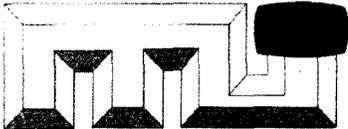
Trustee Knief motioned to conclude. Trustee Quinn seconded. Thereafter, there being no further business the meeting was adjourned.

CLERK



CHAIRMAN





P.O. BOX 1446  
 SIOUX FALLS, SD 57101  
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 FAX (605) 334-9752  
 AFTER HOURS (605) 310-7882  
 www.maguireiron.com

**Maguire Iron, Inc.**

**WATER TOWER SPECIALISTS - ESTABLISHED 1915**

**CONTRACT**

This contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between, the Sanitary Improvement District #23 of Sarpy County, Nebraska, hereinafter called the "Owner" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" for and in consideration of the mutual covenants and promises hereinafter contained.

**WITNESSETH:**

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

Repairs to be made to the 150,000 Gallon Westmont Welded DE Style Elevated Water Storage Tank as follows:

1. A minimum of two inspection panels to be cut into the south east leg column to assist in determination of the source of water infiltration. Panels to be seal welded back in place after inspection is complete.
2. Split horizontal butt weld seam at the approximate 60' level on the same leg column to be gouged out and seal welded via multiple pass welding.
3. After inspection of leg column, Owner to drain tank. Contractor to furnish relief valve if necessary.
4. Tank interior to be cleaned out removing all sediment.
5. Tank to be inspected on the interior and exterior to include all coatings, vents, hatches and screens.
6. All areas of bare metal exposed during the inspection and weld repairs outlined above to be spot primed.
7. Tank to be disinfected. Owner to be responsible for water testing.

All of the above to be done on a time and materials basis, with a not to exceed amount of \$8,000.00. Mobilization, travel time and labor to be based on the rate of \$475.00 per crew hour. The cost of additional repairs that are anticipated will be negotiated with the Owner based on the rate of \$475.00 per crew hour, plus materials. No extra work to be done without authorization of the Owner's representative.

Owner will inspect the work as it progresses, and upon completion and acceptance by Owner of the above work, **the sum based on the hourly rate and not to exceed amount quoted above, plus applicable sales and/or use tax** shall become due and payable in full. Maguire Iron, Inc. reserves the right to impose fuel or other surcharges in effect at the time of project performance. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage.

**Terms:** Net 30 days from acceptance and invoicing. A service charge of 1 1/2% per month (annual rate of 18%) will be charged on past due accounts.

Contractor to neatly stack and pile job site waste materials on site to include spent blast media, paint containers and job site related materials. Owner to be responsible for disposal.

Maguire Iron, Inc. will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner.

**LEAD BASE PAINT DISCLAIMER:**

*In the event that lead base paint is on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of lead containment or disposal costs will be born upon the Owner.*

Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State.

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.

SID 23 of SARPY COUNTY, NEBRASKA

By [Signature] \_\_\_\_\_ (Title)  
 By [Signature] **CLERK SID #23** \_\_\_\_\_ (Title)

**MAGUIRE IRON, INC.**  
 By [Signature]  
 Richard S. Frankforter, Field Rep. 2/15/13

Date Accepted: \_\_\_\_\_  
 Upon acceptance, please provide two (2) signatures and date the agreement.

- Water Tanks and Towers
- Fabricating
- Erecting
- Repairing
- Painting
- New and Used Tanks