

## CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of Sanitary and Improvement District Number 158 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.

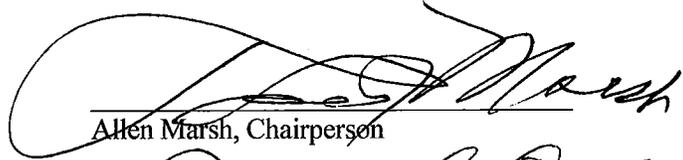
3. All of the subjects addressed at the Meeting were contained in the agenda for the Meeting, which agenda was kept continually current and readily available for public inspection at the address listed in the meeting notice for the Meeting and a copy of which is attached to this Certificate; such subjects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

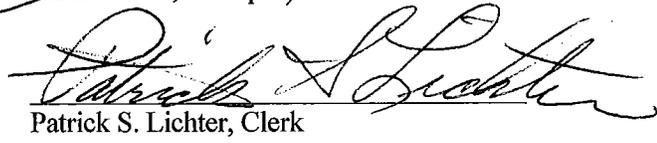
5. The minutes of the Meeting were in written form and available for public inspection within ten (10) working days after the Meeting or prior to the next convened meeting, whichever occurred earlier, at the office of the District; within thirty (30) days after the date of the Meeting, a copy of the 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 24<sup>th</sup> day of July  
2014.



Allen Marsh, Chairperson



Patrick S. Lichter, Clerk

SANITARY IMPROVEMENT DISTRICT NO. 158  
OF  
SARPY COUNTY, NEBRASKA  
BOARD OF TRUSTEES MEETING  
July 24, 2014

MINUTES

PRESENT:     Allen Marsh, Chairperson                     Patrick J. Sullivan, Attorney  
              Patrick S. Lichter, Clerk                     Dean Jaeger, Thompson, Dreesen & Dorner  
              Larry Hammer, Trustee                     Gerry Gutoski  
   Diana Alderson, Tiburon Pool  
   Amber Ripa, Tiburon Pool  
   Brendon Smith, Tiburon Pool  
   Spencer Williamson, Resident  
   Michele Williamson, Resident  
   Larry DiGiacinto, Resident

ABSENT:     Paul R. Stoupa, Trustee  
              Dale Marples, Trustee

LOCATION:    9915 South 148<sup>th</sup> Street, Omaha, Nebraska

TIME:       4:00 p.m.

Notice was given in advance thereof by publication in the Papillion Times, a designated method for giving notice on July 9, 2014 and July 16, 2014, a copy of the proof of publication being attached to these minutes as well as by posting in three conspicuous places within the District, a copy of the certificate of posting being attached to these minutes. Notice of this meeting was given to all members of the Board of Trustees, and a copy of their acknowledgment of Receipt of Notice is attached to these minutes. Availability of the agenda was communicated in the published notice and in the notice of the Trustees of this meeting. All proceedings of the Board were taken while the convened meeting was open to the attendance of the public.

The Chairperson 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.

Diana Alderson then addressed the Board and provided an updated profit and loss statement. Ms. Alderson advised the Board of issues that have been going on with the golf course and parking during special events at the pool and golf course. After some discussion, it was advised that Allen Marsh and Pat Lichter visit with the golf course about the issues. It was further suggested that the pool provide a schedule of its swim meets to the golf course in an attempt to avoid event overlaps. The Board requested the attorney for the District to review regulations regarding towing of vehicles and report at the next meeting.

At this point, Ms. Alderson, Amber Ripa and Brendon Smith left the meeting.

Gerry Gutoski then addressed the Board. The new meter has been installed for the lake pump. The fence is being installed around the generator in the fairway. Mr. Gutoski further advised the District that it is on the waiting list for grants, and they are currently 3<sup>rd</sup> in line.

The District's attention was then directed to Agenda Item No. 9. The owners of Lot 13, Ballena were in attendance at the meeting and advised they were willing to work with the District and MUD to accommodate the upcoming construction projects but raised concerns about damages that could be incurred on their property. Additionally, the property owners requested notice prior to work being done. After some discussion, Pat Lichter introduced the following resolution and moved its adoption:

BE IT RESOLVED, by the Chairperson and the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, that the Board hereby approves to make any necessary repairs and/or replacements to the landscaping on Lot 13, Ballena due to the diversion of cart traffic onto said property during the construction of improvements of the waterline adjacent to said lot on behalf of the District by Metropolitan Utilities District in July and August 2014. The extent of said repairs and/or replacements shall be to return the property to the same condition as it was prior to the contemplated construction by the District and shall be done in coordination with the property owners with a company of their choosing. Said plans and estimates for said repairs and/or replacements shall be approved by the District prior to any work commencing. Said approval shall not be unreasonably withheld.

Trustee Larry Hammer seconded the motion and on roll call the following voted in favor of same: Allen Marsh, Patrick Lichter and Larry Hammer.

The following voted against the same: None.

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

At this point, the Williamsons left the meeting.

The District then proceeded with Agenda Item No. 5. Dale Marples had provided the Board with a breakdown of the costs incurred by the District due to Lakeside @ Tiburon Homeowners Association using the District's meter to run its pump at the lake. The breakdown only goes back to 2010 even though the account dates back 15 years. Allen Marsh advised that the District double check with Eugene Pope, a long time trustee of the District to see if he recalled any kind of agreement before the District pursued any collection efforts. Allen Marsh would follow up with the Board at the next meeting, no official action was taken.

Dean Jaeger with Thompson, Dreessen & Dorner, Inc. then addressed the Board. He presented the Board with the bids received, including the bids for the alternates as proposed by the District for Water Main Improvements – 2014 project as revised by the District. Mr. Jaeger recommended that the Board award the contract for the base bid less Alternative 2 to Kersten Construction, Inc. of Gretna Nebraska. After some further discussion, Trustee Pat Lichter introduced the following resolution and moved its adoption:

BE IT RESOLVED, by the Chairperson and the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska that the base bid less Alternate 2 submitted by Kersten Construction, Inc. of Gretna Nebraska in the amount of \$631,849.90 is hereby approved subject to the approval of a Resolution of Necessity approving the project as revised and obtaining the necessary easements by the District.

Trustee Larry Hammer seconded the motion and on roll call the following voted in favor of same: Allen Marsh, Patrick Lichter and Larry Hammer.

The following voted against the same: None.

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

Mr. Jaeger then presented the Board with the revised plans for Water Main Improvements - 2014. After some discussion Trustee Larry Hammer introduced the following resolution and moved its adoption:

#### RESOLUTION FOR NECESSITY

BE IT RESOLVED by the Chairperson and Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska:

Section 1. The Chairperson and Board or Trustees of Sanitary and Improvement District No. 158 of Sarpy County, find and determine that it is desirous of proposing a Resolution of Necessity for the purpose of Water Main Improvements - 2014.

Section 2. It is hereby declared to be necessary and advisable for the District to improve the water distribution system within the boundary of Sanitary & Improvement District No. 158 of Sarpy County, Nebraska.

Construct 12" I.D. Water Main at the following locations:

##### In an Easement

Beginning at a point 20 feet west and 5 feet south off the northwest corner of Lot 7, Tiburon Village a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence southerly 95 feet more or less to a point 20 feet west and 100 feet south of the northeast corner of Lot 7, Tiburon Village.

##### In South 168<sup>th</sup> Avenue

Beginning at a point 20 feet west and 100 feet south of the northeast corner of Lot 7, Tiburon Village a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence southerly and westerly 245 feet more or less to a point 50 feet south of the northeast corner Lot 9, said subdivision.

Construct 8" I.D. Water Main at the following locations:

##### In Cornhusker Road

Beginning at a point 15 feet west and 52 feet south of the southwest corner of Lot 4, Tiburon View a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence east 2,908 feet more or less to a point 20 feet west of the northeast corner of Lot 7, Tiburon Village.

##### In 180<sup>th</sup> Street and Camelback Avenue

Beginning at a point 34 feet east and 42 feet south of the southwest corner of Lot 166, Tiburon a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence northerly 450 feet more or less to a point 8 feet west of the southeast corner Lot 165, said subdivision.

In an Easement

Beginning at a point 36 feet west and 37 feet south of the southeast corner of Lot 166, Tiburon, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence westerly 46 feet more or less to a point 34 feet east and 42 feet south of the southwest corner of Lot 166, said subdivision.

Beginning at a point within 175<sup>th</sup> Circle 5 feet northwest of the southernmost corner of Lot 3, Tiburon View III, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence northwest 121 feet more or less to a point 10 feet west of the southwest corner of said Lot 3; thence north 49 feet more or less to a point 10 feet south and 10 feet west of the northwest corner of said Lot 3; thence west 1,548 feet more or less to a point 10 feet south and 32 feet east of the northeast corner of Lot 306, Tiburon a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence southwest 217 feet more or less to the southeast corner of said Lot 306 within Sawgrass Circle.

Also beginning at the southeast corner of Lot 354, Tiburon, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence northerly 414 feet more or less to a point 21 feet east and 270 feet north of the northeast corner of Lot 354, said subdivision.

Also beginning 20 feet west of the northeast corner of Lot 7, Tiburon Village, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence south 5 feet more or less to a point 5 feet south and 20 feet west of the northeast corner of Lot 7, said subdivision.

The above-described work shall include the construction of valves, fittings, fire hydrants, erosion control, removal and replacement of pavements, excavating, shaping and all other work necessary for the construction of Water Main Improvements – 2014 for Sanitary and Improvement District No. 158, Sarpy County, Nebraska in accordance with the plans and specifications.

The outer boundaries of the area, which may be subject to special assessments, are the same as the outer boundaries of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska.

Section 3: That the plans and specifications for Water Main Improvements - 2014 have been prepared by Thompson, Dreessen, & Dorner, Inc., consulting engineers employed by the District for such purpose, and on June 12, 2014, were filed with the Board of Trustees of the District. Said engineers have also made and on June 12, 2014, did file an estimate of the total costs of the proposed improvements, which costs as estimated by said engineers are as follows:

|   |              |
|---|--------------|
| Estimated Total Construction Costs      | \$669,452.50 |
| Estimated Easement Cost                 | \$ 30,000.00 |
| Estimated Engineering, Testing, Staking |              |
| Legal, Financial & misc. costs          | \$235,000.00 |
| Estimated Total Project Cost            | \$934,452.50 |

Section 4: To pay the costs of said improvements, the Board of Trustees, after such improvements have been completed and accepted shall have the power to issue negotiable bonds to be called "Sanitary and Improvement Bonds", payable and bearing interest as provided by the statutes of the State of Nebraska.

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

proceed with reasonable speed.

The Board shall have the power to assess, to the extent of special benefit, the cost of such portions of such improvements as are local improvements upon property found specially benefitted thereby. All special assessments which may be levied on property specially benefitted by such improvements shall, when collected, be set aside and constitute a sinking fund for the payment of the interest and principal of said bonds. The District shall cause to be levied annually a tax upon the assessed value of all taxable property in said District, except intangible property, which together with such sinking fund derived from special assessments, shall be sufficient for the payment of interest and principal of said bonds as the same become due.

Trustee Pat Lichter seconded the motion and on roll call the following voted in favor of the same: Allen Marsh, Patrick Lichter and Larry Hammer  
The following voted NAY: None.

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

Trustee Larry Hammer then offered the following resolutions and moved their adoption:

BE IT FURTHER RESOLVED that a hearing be had upon the proposed Resolution of Necessity at 9915 South 148<sup>th</sup> Street, Omaha, Nebraska on August 21, 2014, at the hour of 4:00 p.m., at which time the owners of property in the District which might become subject to assessments for the special improvements contemplated by the proposed Resolution of Necessity may appear and make objections to the proposed improvements and if a Petition opposing the resolution signed by the property owners representing a majority of the front footage which may become subject to assessment for the cost of the improvements set out in the Resolution of Necessity is filed with the Clerk of the District before three days before the date of the meeting for the hearing on said resolution, such resolution shall not be passed. At said meeting, the resolution may be amended or passed as proposed.

BE IT FURTHER RESOLVED that notice of said hearing be given by publication in the Papillion Times, a legal newspaper of general circulation in Sarpy County, Nebraska, for two consecutive weeks, and that the notice be posted in three conspicuous places in the District as required by Section 31-745, Reissue Revised Statutes of Nebraska, 1943.

Trustee Pat Lichter seconded the motion and on roll call the following voted in favor of same: Allen Marsh, Patrick Lichter and Larry Hammer  
The following voted against the same: None.  
Thereupon, the Chairperson declared the motion carried and said resolution was passed and adopted.

The Chairperson advised that the next order of business was to move for the adoption of the Resolution of Necessity for the purchase of well from SID 192, which was proposed at the meeting of the Board of Trustees held on July 24, 2014.

The Clerk advised that the following written objections were received from the following persons appearing in person or by their attorney to object to the adoption of the Resolution of Necessity: None.

Trustee Larry Hammer introduced the following Resolution and moved its adoption:

BE IT RESOLVED, by the Chairperson and the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, that the Resolution of Necessity for the purchase of a well from SID 192 as proposed for adoption at the meeting of the Board of Trustees held on June 19, 2014 be adopted.

Trustee Pat Lichter seconded the motion and on roll call the following voted in favor of the same: Allen Marsh, Patrick Lichter and Larry Hammer.

The following vote nay: None.

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

Dean Jaeger then presented the Board with the bids received, including the bids for the alternates for connecting the new well to the District's water system. Mr. Jaeger recommended that the Board award the contract for the base bid to Tab Construction Co. of Omaha, Nebraska. After some further discussion, Trustee Pat Lichter introduced the following resolution and moved its adoption:

BE IT RESOLVED, by the Chairperson and the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska that the base bid submitted by Tab Construction Co. of Omaha, Nebraska in the amount of \$27,518.00 is hereby approved subject to the completion of an agreement with SID #192 to purchase the well and related easements are received by the District.

Trustee Larry Hammer seconded the motion and on roll call the following voted in favor of same: Allen Marsh, Patrick Lichter and Larry Hammer.

The following voted against the same: None.

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

The Board then addressed Agenda Item No. 12. Pat Sullivan, attorney for the District, presented the easement he had prepared. After some discussion, Pat Lichter offered the following resolution and moved its adoption:

BE IT RESOLVED, by the Chairperson and the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska that the easement for Lot 12, Ballena as prepared by the District's attorney as presented to the Board is hereby approved and accepted. The attorney for the District is hereby directed and authorized to take the necessary steps to get the same secured and recorded as required.

Trustee Larry Hammer seconded the motion and on roll call the following voted in favor of same: Allen Marsh, Patrick Lichter and Larry Hammer.

The following voted against the same: None.

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

The District's attorney then advised the Board that he was still working out some details with SID 192's attorney with regard to the Interlocal Cooperation Agreement and would have it completed for the Board to take action on it at the next meeting. This matter was tabled and no official action was taken.

The Chairperson advised that the next order of business was to move for the adoption of the Resolution of Necessity for the purchase of Lot 9 Tiburon Village for the site for the new water tower for

the District, which was proposed at the meeting of the Board of Trustees held on June 19, 2014.

The Clerk advised that the following written objections were received from the following persons appearing in person or by their attorney to object to the adoption of the Resolution of Necessity: None.

Trustee Larry Hammer introduced the following Resolution and moved its adoption:

BE IT RESOLVED, by the Chairperson and the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, that the Resolution of Necessity for the purchase of Lot 9, Tiburon Village as proposed for adoption at the meeting of the Board of Trustees held on June 19, 2014 be adopted.

Trustee Pat Lichter seconded the motion and on roll call the following voted in favor of the same: Allen Marsh, Patrick Lichter and Larry Hammer.

The following vote nay: None.

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

Trustee Pat Lichter then introduced the following Resolution and moved its adoption:

BE IT RESOLVED, by the Chairperson and the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, that the Chairperson of the Board is hereby authorized and directed to carry out all matters necessary to complete the purchase of Lot 9, Tiburon Village.

Trustee Larry Hammer seconded the motion and on roll call the following voted in favor of the same: Allen Marsh, Patrick Lichter and Larry Hammer.

The following vote nay: None.

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

The Chairperson then presented the following statements and recommended the issuance of warrants in payment thereof:

#### **General Warrants**

|  |                    |
|--|--------------------|
| <b>OPPD</b>  | <b>\$ 352.53</b>   |
| <b>OPPD</b>  | <b>\$ 6,944.12</b> |
| <b>Black Hills Energy</b>                              | <b>\$ 25.16</b>    |
| <b>Thompson, Dreessen &amp; Dorner, Inc.</b>           | <b>\$ 1,157.50</b> |
| <b>Premier Waste Solutions</b>                         | <b>\$ 5,526.64</b> |
| <b>Providence Group, Inc.</b>                          | <b>\$17,000.00</b> |
| <b>Providence Group, Inc.</b>                          | <b>\$ 4,997.63</b> |
| <b>Field R &amp; D</b>                                 | <b>\$ 9,213.34</b> |
| <b>City of Omaha</b>                                   | <b>\$ 9,213.42</b> |
| <b>Nebraska Public Health Environmental Laboratory</b> | <b>\$ 60.00</b>    |
| <b>Moore's Irrigation &amp; Landscape Lighting</b>     | <b>\$ 201.75</b>   |
| <b>C&amp;C Custom Cutting, LLC</b>                     | <b>\$ 404.50</b>   |
| <b>Mitch Harpenau</b>                                  | <b>\$ 250.00</b>   |

|   |                    |
|---|--------------------|
| <b>J.Z. Bosley Electric</b>               | <b>\$ 2,010.00</b> |
| <b>Nick Dizona</b>                        | <b>\$ 100.00</b>   |
| <b>Adams &amp; Sullivan, P.C., L.L.O.</b> | <b>\$ 2,794.88</b> |
| <b>Omaha World-Herald Media Group</b>     | <b>\$ 1,137.92</b> |

Trustee Larry Hammer introduced the following resolutions and moved their adoption:

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, that the Chairperson and Clerk be and they hereby are authorized and directed to execute and deliver General Warrant Nos. 6200 through 6217 of the District, dated the date of this meeting, to the following payees in the following amounts, warrant nos. 6200 through 6216 to be drawn on the **General Fund** of the District and to draw interest at the rate of Seven percent (7%) per annum (interest to be payable in February of each year) and to be redeemed no later than July 24, 2017, and warrant no. 6217 to be drawn on the **Construction Fund** of the District and to draw interest at rate of Seven percent (7%) per annum (interest to be payable in February of each year) and to be redeemed no later than July 24, 2019 each subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska, after notice is given as required by law, to-wit:

- Warrant No. 6200 for \$352.53 payable to OPPD**
- Warrant No. 6201 for \$6,944.12 payable to OPPD**
- Warrant No. 6202 for \$25.16 payable to Black Hills Energy**
- Warrant No. 6203 for \$1,157.50 payable to Thompson, Dreessen & Dorner, Inc.**
- Warrant No. 6204 for \$5,526.64 payable to Premier Waste Solutions**
- Warrant No. 6205 for \$17,000.00 payable to Providence Group, Inc.**
- Warrant No. 6206 for \$4,997.63 payable to Providence Group, Inc.**
- Warrant No. 6207 for \$9,213.34 payable to Field R & D**
- Warrant No. 6208 for \$9,213.42 payable to City of Omaha**
- Warrant No. 6209 for \$576.00 payable to Nebraska Public Health  
Environmental Laboratory**
- Warrant No. 6210 for \$201.75 payable to Moore's Irrigation & Landscape Lighting**
- Warrant No. 6211 for \$404.50 payable to C&C Custom Cutting, LLC**
- Warrant No. 6212 for \$1,286.00 payable to Swift Green Lawn Care**
- Warrant No. 6213 for \$250.00 payable to Mitch Harpenau**
- Warrant No. 6214 for \$2,010.00 payable to J.Z. Bosley Electric**
- Warrant No. 6215 for \$100.00 payable to Nick Dizona**
- Warrant No. 6216 for \$2,794.88 payable to Adams & Sullivan, P.C., L.L.O.**
- Warrant No. 6217 for \$1,137.92 payable to Omaha World-Herald Media Group**

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, that both they and the district hereby find and determine and covenant, warrant and agree as follows: the improvements and/or facilities being financed or refinanced by the above Warrants are for essential governmental functions and are designed to serve members of the general public on an equal basis; all said improvements have from the time of their first acquisition and construction been owned, are owned and are to be owned by the District or another political subdivision; to the extent special assessments have been or are to be levied for any of said improvements, such special assessments have been or are to be levied under Nebraska law as a matter of general application to all property specially benefited by said improvements in the District; the development of the land in the District is for residential or commercial use and the development of the land in the District for sale and occupation by the general public has proceeded and is proceeding with reasonable speed; other than any incidental use of said improvements by a developer during the initial period of development of said

improvements, there have been, are and will be no persons with rights to use such improvements other than as members of the general public; none of the proceeds of said Bonds or any refinanced indebtedness have been or will be loaned to any private person or entity; the District hereby authorizes and directs the Chairperson or Clerk to file or cause to be filed, when due, an information reporting form pursuant to Section 149(e) of the Internal Revenue Code of 1986, as amended, pertaining to the above Warrants; and the District does not reasonably expect to sell or otherwise dispose of said improvements and/or facilities, in whole or in part, prior to the last maturity of the above Warrants.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, that the District hereby covenants, warrants and agrees as follows: (a) to take all actions necessary under current federal law to maintain the tax-exempt status (as to taxpayers generally) of interest in the above warrants that are a charge against the construction account of the District; and (b) to the extent that it may lawfully do so, the District hereby designates the above warrants that are a charge against the construction account of the District as its "qualified tax-exempt obligations" under Section 265 (b) (3) (B) (i) (III) of the Internal Revenue Code of 1986 as amended and covenants and warrants that the District does not reasonably expect to issue warrants or bonds or other obligations aggregating in the principal amount of more than \$10,000,000 during the calendar year in which the above warrants are to be issued.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, that this and the preceding resolutions are hereby adopted as the Certificate With Respect to Arbitrage of the District pertaining to the above warrants and the District and the Chairman and Clerk of the District hereby further certify, as of the date of the registration of the above warrants with the County Treasurer of Sarpy County, Nebraska, as follows:

1. No separate reserve or replacement fund has been or will be established with respect to the above warrants. The District reasonably anticipates that monies in its Bond Fund reasonably attributable to the above warrants in excess of the lesser of: (a) 10% of the net principal proceeds of the above warrants, (b) the maximum annual debt service due on the above warrants or (c) 125% of annual debt service due on the above warrants will be expended for payment of principal of an interest on the above warrants within thirteen months after receipt of such monies. That amount which is currently held in the District's Bond Fund which exceeds the amount which is to be expended for payment of principal and interest on the above warrants within thirteen months after receipt of such monies, plus that amount arrived at pursuant to the immediately preceding sentence, will not be invested in any securities or any other investment obligations which bear a yield, as computed in accordance with the actuarial method, in excess of the yield on the above warrants.

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

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

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

Motion seconded by Pat Lichter. On roll call, the following voted for the passage and adoption of the foregoing Resolutions:

AYE: Allen Marsh, Patrick Lichter and Larry Hammer

The following voted NAY: None

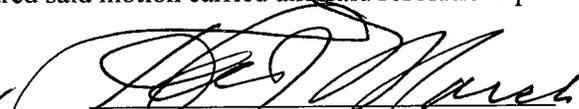
Thereupon the Chairperson declared said motion carried and said resolutions passed and adopted.

There being nothing further before the Board, Trustee Patrick Lichter moved to adjourn the meeting, said motion being seconded by Larry Hammer. On roll call, the following voted for the passage and adoption of the foregoing Resolutions:

AYE: Allen Marsh, Larry Hammer and Patrick Lichter  
The following voted NAY: None

Thereupon the Chairperson declared said motion carried and said resolutions passed and adopted.

  
Patrick S. Lichter, Clerk

  
Allen Marsh, Chairperson

**AFFIDAVIT OF PUBLICATION**

STATE OF NEBRASKA }  
 } SS.  
County of Sarpy }

Being duly sworn, upon oath, Shon Barenklau deposes and says that he is the Publisher or Anne Lee deposes and says that he is the Business Manager of the **Bellevue Leader, Papillion Times, Gretna Breeze and Springfield Monitor**, legal newspapers of general circulation in Sarpy County, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on:

Wednesday, July 9, 2014 Papillion Times  
Thereafter, Wednesday, July 16, 2014 Papillion Times

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

*[Handwritten signatures of Shon Barenklau and Anne Lee]*

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

NOTICE OF MEETING  
SANITARY AND IMPROVEMENT DISTRICT NO. 158  
OF SARPY COUNTY, NEBRASKA

Shon Barenklau OR Anne Lee  
Publisher Business Manager

Notice is hereby given that a meeting of the Chairperson and Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, held at 4:00 p.m. on June 19, 2014 there was introduced and placed on file the Resolution of Necessity hereinafter set forth, which Resolution will be considered for passage by the Chairperson and the Board of Trustees at a meeting to be held at Tiburon Clubhouse, 10302 South 168th Street, Omaha, Nebraska on the 24th day of July 2014 at 4:00 p.m., at which time and place the Chairperson and Board of Trustees will hear objections as to the passage of said Resolution, and to the making of the improvements proposed.

The meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for inspection at the principal office of the Board at the above address. Such Agenda includes payment of the bills of the District and the consideration and passing (or amending and passing) said Resolution.

THEREAFTER, the Resolution may be amended or passed as proposed. Any petition opposing the Resolution of Necessity shall be filed with the Clerk of the District at 1246 Golden Gate Drive, Suite 1, Papillion, Nebraska, within three days before the date of the meeting for the hearing on the proposed Resolution of Necessity.

Said Resolution is as follows:

**RESOLUTION FOR NECESSITY**

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska finds and determines that it is advisable and necessary for the District to enter into a purchase agreement in connection with Water Tower Project - 2013 with West Gate Banshares, Inc. for Lot 9, Tiburon Village. The purchase agreement proposed for approval and execution by the District is generally as follows:

West Gate Banshares, Inc. will sell to Sanitary & Improvement District No. 158 of Sarpy County, Nebraska Lot 9, Tiburon Village, Sarpy County, Nebraska. The District will pay \$6.00 per square foot for a total purchase price of \$266,600.00, plus or minus customary closing costs.

A copy of the proposed Purchase Agreement is presently on file with the Clerk of the District and sets forth verbatim the agreement of the parties.

The outer boundaries of the area which may be assessed to the extent it may be specially benefitted by such improvements is the same as Sanitary and Improvement District No. 158 of Sarpy County, Nebraska also known as Tiburon, in Sarpy County, Nebraska.

That the plans and specifications for such construction have been prepared by Thompson, Dreessen & Dorner, Inc., consulting engineers employed by the District for such purpose, and on June 16, 2014, were filed with the Board of Trustees of the District. Said engineers have also made and on June 16, 2014, did file an estimate of the total costs of the proposed improvements, which costs as estimated by said engineers are as follows:

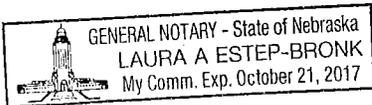
|  |              |
|--|--------------|
| Lot 9 - Estimated Purchase Price                     | \$266,600.00 |
| Estimated Engineering, Legal and Miscellaneous Costs | \$18,700.00  |
| Estimated total project cost                         | \$285,300.00 |



Today's Date 07-16-2014  
Signed in my presence and sworn to before me:

*[Handwritten signature of Notary Public]*

Notary Public



Printer's Fee \$ 123.20  
Customer Number: 26207  
Order Number: 0001772256

AFFIDAVIT OF PUBLICATION

STATE OF NEBRASKA }
} SS.
County of Sarpy }

Being duly sworn, upon oath, Shon Barenklau deposes and says that he is the Publisher or Anne Lee deposes and says that he is the Business Manager of the Bellevue Leader, Papillion Times, Gretna Breeze and Springfield Monitor, legal newspapers of general circulation in Sarpy County, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on:

Wednesday, July 9, 2014 Papillion Times
Thereafter, Wednesday, July 16, 2014 Papillion Times

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

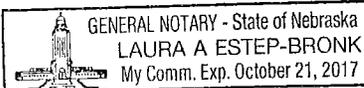
Handwritten signatures of Shon Barenklau and Anne Lee.

Shon Barenklau OR Anne Lee
Publisher Business Manager

Today's Date 07-16-2014
Signed in my presence and sworn to before me:

Handwritten signature of the Notary Public.

Notary Public



Printer's Fee \$ 166.32
Customer Number: 26207
Order Number: 0001772326

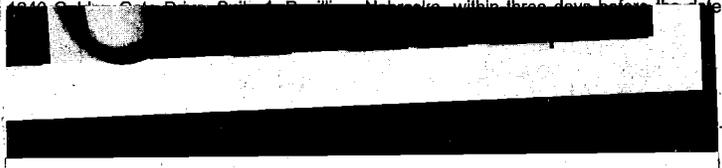
ADAMS & SULLIVAN, P.C., L.L.O.
ATTORNEYS AT LAW
1246 GOLDEN GATE DRIVE, SUITE 1
PAPILLION, NE 68046

NOTICE OF MEETING
SANITARY AND IMPROVEMENT DISTRICT NO. 158
OF SARPY COUNTY, NEBRASKA

Notice is hereby given that a meeting of the Chairperson and Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, held at 4:00 p.m. on June 17, 2014 there was introduced and placed on file the Resolution of Necessity hereinafter set forth, which Resolution will be considered for passage by the Chairperson and the Board of Trustees at a meeting to be held at 9915 South 148th Street, Omaha, Nebraska on the 24th day of July 2014 at 4:00 p.m., at which time and place the Chairperson and Board of Trustees will hear objections as to the passage of said Resolution, and to the making of the improvements proposed.

The meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for inspection at the principal office of the Board at the above address. Such Agenda includes payment of the bills of the District and the consideration and passing (or amending and passing) said Resolution.

THEREAFTER, the Resolution may be amended or passed as proposed. Any petition opposing the Resolution of Necessity shall be filed with the Clerk of the District at 1010 10th Street, Papillion, Nebraska, within three days before the date



NOTICE OF RENEWAL OF RETAIL LIQUOR LICENSE
Notice is hereby given pursuant to section 53-135.01 that a liquor license may be automatically renewed for one year from November 1, 2014, for the following retail liquor licenses: Double T Corp d/b/a Brownie's Watering Hole, 125 E 2nd Street, Papillion, NE 68046. Notice is hereby given that written protests to the issuance of automatic renewal of license should be allowed.

NOTICE OF RENEWAL OF RETAIL LIQUOR LICENSE
Notice is hereby given pursuant to section 53-135.01 that a liquor license may be automatically renewed for one year from November 1, 2014, for the following retail liquor licenses: Salazar, Inc. d/b/a La Mesa Mexican Restaurant, 829 Tara Plaza, Papillion, NE 68046. Notice is hereby given that written protests to the issuance of automatic renewal of license should be allowed.

NOTICE OF RENEWAL OF RETAIL LIQUOR LICENSE
Notice is hereby given pursuant to section 53-135.01 that a liquor license may be automatically renewed for one year from November 1, 2014, for the following retail liquor licenses: Eagles Frat Order 4029, 102 North Washington, Papillion, NE 68046. Notice is hereby given that written protests to the issuance of automatic renewal of license should be allowed.

NOTICE OF RENEWAL OF RETAIL LIQUOR LICENSE
Notice is hereby given pursuant to section 53-135.01 that a liquor license may be automatically renewed for one year from November 1, 2014, for the following retail liquor licenses: Salazar, Inc. d/b/a La Mesa Mexican Restaurant, 829 Tara Plaza, Papillion, NE 68046. Notice is hereby given that written protests to the issuance of automatic renewal of license should be allowed.

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Notice is hereby given pursuant to section 53-135.01 that a liquor license may be automatically renewed for one year from November 1, 2014, for the following retail liquor licenses: Salazar, Inc. d/b/a La Mesa Mexican Restaurant, 829 Tara Plaza, Papillion, NE 68046. Notice is hereby given that written protests to the issuance of automatic renewal of license should be allowed.

## CERTIFICATE OF POSTING

I, the undersigned, Clerk of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, hereby certify that the notice of the pendency of the Revised Resolution of Necessity for the purchase of Well #3 from Sanitary & Improvement District No. 192, Sarpy County, Nebraska and connecting it to the District's water system proposed at the meeting of the Chairperson and Board of Trustees of Sanitary and Improvement District No. 104 of Sarpy County, Nebraska, on the 19<sup>th</sup> day of June 2014 was posted by me on the 10<sup>th</sup> day of July 2014, in three conspicuous places in the district, in form as per attached Notice.

I further certify that the said notices remained posted until the 24<sup>th</sup> day of July 2014.

  
Patrick S. Lichter, Clerk

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

NOTICE OF MEETING  
SANITARY AND IMPROVEMENT DISTRICT NO. 158  
OF SARPY COUNTY, NEBRASKA

Notice is hereby given that a meeting of the Chairperson and Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, held at 4:00 p.m. on June 19, 2014 there was introduced and placed on file the Resolution of Necessity hereinafter set forth, which Resolution will be considered for passage by the Chairperson and the Board of Trustees at a meeting to be held at Tiburon Clubhouse, 9915 South 148<sup>th</sup> Street, Omaha, Nebraska on the 24<sup>th</sup> day of July 2014 at 4:00 p.m., at which time and place the Chairperson and Board of Trustees will hear objections as to the passage of said Resolution, and to the making of the improvements proposed.

The meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for inspection at the principal office of the Board at the above address. Such Agenda includes payment of the bills of the District and the consideration and passing (or amending and passing) said Resolution.

THEREAFTER, the Resolution may be amended or passed as proposed. Any petition opposing the Resolution of Necessity shall be filed with the Clerk of the District at 1246 Golden Gate Drive, Suite 1, Papillion, Nebraska, within three days before the date of the meeting for the hearing on the proposed Resolution of Necessity.

Said Resolution is as follows:

RESOLUTION FOR NECESSITY

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska finds and determines that it is advisable and necessary for the District to enter into a purchase agreement in connection with Water Tower Project – 2013 with West Gate Banshares, Inc. for Lot 9, Tiburon Village. The purchase agreement proposed for approval and execution by the District is generally as follows:

West Gate Banshares, Inc. will sell to Sanitary & Improvement District No. 158 of Sarpy County, Nebraska Lot 9, Tiburon Village, Sarpy County, Nebraska. The District will pay \$6.00 per square feet for a total purchase price of \$266,600.00, plus or minus customary closing costs.

A copy of the proposed Purchase Agreement is presently on file with the Clerk of the District and sets forth verbatim the agreement of the parties.

The outer boundaries of the area which may be assessed to the extent it may be specially benefitted by such improvements is the same as Sanitary and Improvement District No. 158 of Sarpy County, Nebraska also known as Tiburon, in Sarpy County, Nebraska.

That the plans and specifications for such construction have been prepared by Thompson, Dreessen & Dorner, Inc., consulting engineers employed by the District for such purpose, and on

June 16, 2014, were filed with the Board of Trustees of the District. Said engineers have also made and on June 16, 2014, did file an estimate of the total costs of the proposed improvements, which costs as estimated by said engineers are as follows:

|   |              |
|---|--------------|
| Lot 9 – Estimated Purchase Price                        | \$266,600.00 |
| Estimated Engineering, Legal and<br>Miscellaneous Costs | \$ 18,700.00 |
| Estimated total project cost                            | \$285,300.00 |

To pay the costs associated with such acquisition, the Board of Trustees, shall have the power to issue negotiable bonds to be called “Sanitary and Improvement Bonds”, and shall be payable and bear interest as provided by the statutes of the State of Nebraska. The Board shall have the power to assess, to the extent of special benefit, the cost of such portions of such improvements as may be local improvements upon property found specially benefitted thereby.

All special assessments which may be levied on property specially benefitted by such improvements shall, when collected, be set aside and constitute a sinking fund for the payment of the interest and principal of said bonds. The District shall cause to be levied annually a tax upon the assessed value of all taxable property in said District, except intangible property, which together with such sinking fund derived from special assessments, shall be sufficient for the payment of interest and principal of said bonds as the same become due; such tax shall be known as the “Sanitary and Improvement District Tax” and shall be payable annually in money.

If a petition opposing this Resolution, signed by property owners representing a majority of the front footage which may become subject to assessment for the cost of the improvements as set forth herein, is filed with the Clerk of the District within three (3) days before the date of the hearing on this Resolution, this Resolution shall not be passed.

SANITARY AND IMPROVEMENT  
DISTRICT NO. 158 OF  
SARPY COUNTY, NEBRASKA

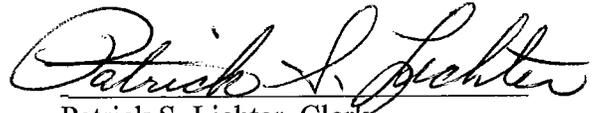
By: Allen Marsh, Chairperson

Attest: Patrick Lichter, Clerk

CERTIFICATE OF POSTING

I, the undersigned, Clerk of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, hereby certify that the notice of the pendency of the Revised Resolution of Necessity for the Acquisition of Lot 9, Tiburon Village proposed at the meeting of the Chairperson and Board of Trustees of Sanitary and Improvement District No. 104 of Sarpy County, Nebraska, on the 19<sup>th</sup> day of June 2014 was posted by me on the 10<sup>th</sup> day of July 2014, in three conspicuous places in the district, in form as per attached Notice.

I further certify that the said notices remained posted until the 24<sup>th</sup> day of July 2014.

  
Patrick S. Lichter, Clerk

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

NOTICE OF MEETING  
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The meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for inspection at the principal office of the Board at the above address. Such Agenda includes payment of the bills of the District and the consideration and passing (or amending and passing) said Resolution.

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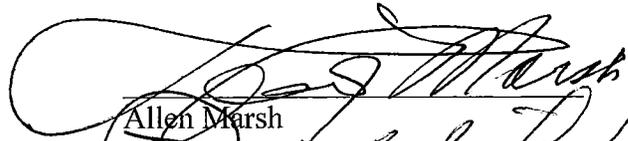
SANITARY AND IMPROVEMENT  
DISTRICT NO. 158 OF  
SARPY COUNTY, NEBRASKA  
By: Allen Marsh, Chairperson

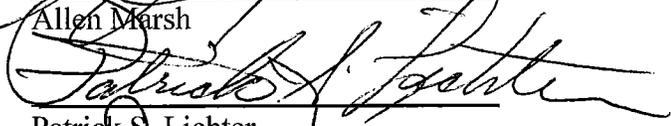
Attest: Patrick Lichter, Clerk

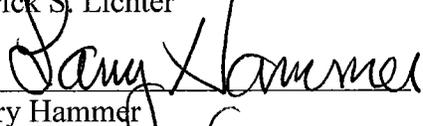
ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF MEETING

The undersigned Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said district and the agenda for such meeting held at 4:00 p.m. on July 24, 2014, at 9915 South 148<sup>th</sup> Street, Omaha, Nebraska.

Dated this 24<sup>th</sup> day of July 2014.

  
Allen Marsh

  
Patrick S. Lichter

  
Larry Hammer

  
Dale Marples

  
Paul Stoupa

10:10 PM  
07/23/14  
Cash Basis

**Tiburon Pool Management Company**  
**Profit & Loss Prev Year Comparison**  
January 1 through July 23, 2014

320 members  
172 SED  
148 Non Resident.

|                                | Jan 1 - Jul 23, 14 | Jan 1 - Jul 23, 13 | \$ Change | % Change |
|--------------------------------|--------------------|--------------------|-----------|----------|
| <b>Ordinary Income/Expense</b> |                    |                    |           |          |
| <b>Income</b>                  |                    |                    |           |          |
| Concessions                    | 2,373.43           | 2,904.56           | -531.13   | -18.3%   |
| <b>Fee Income</b>              |                    |                    |           |          |
| Daily Fees                     | 1,886.25           | 2,469.00           | -582.75   | -23.6%   |
| <b>Total Fee Income</b>        | 1,886.25           | 2,469.00           | -582.75   | -23.6%   |
| Guest Passes                   | 505.00             | 510.00             | -5.00     | -1.0%    |
| Non-Resident Memberships       | 61,595.00          | 71,515.00          | -9,920.00 | -13.9%   |
| Pool Party Rental              | 525.00             | 750.00             | -225.00   | -30.0%   |
| Resident Memberships           | 26,355.00          | 21,570.00          | 4,785.00  | 22.2%    |
| <b>Swim Team Income</b>        |                    |                    |           |          |
| Swim Team - Snack Bar          | 978.48             | 540.81             | 437.67    | 80.9%    |
| Swim Team Reg. Fees            | 4,610.00           | 4,355.00           | 255.00    | 5.9%     |
| <b>Total Swim Team Income</b>  | 5,588.48           | 4,895.81           | 692.67    | 14.2%    |
| <b>Swimming Lessons</b>        |                    |                    |           |          |
| Private Swim Lessons           | 325.00             | 105.00             | 220.00    | 209.5%   |
| Swimming Lessons - Other       | 3,940.00           | 4,580.00           | -640.00   | -14.0%   |
| <b>Total Swimming Lessons</b>  | 4,265.00           | 4,685.00           | -420.00   | -9.0%    |
| <b>Total Income</b>            | 103,093.16         | 109,299.37         | -6,206.21 | -5.7%    |
| <b>Expense</b>                 |                    |                    |           |          |
| Advertising/Promotions         | -429.86            | -1,000.00          | 570.14    | 57.0%    |
| Bank Service Charges           | 66.04              | 74.20              | -8.16     | -11.0%   |
| <b>Clothing</b>                |                    |                    |           |          |
| Suit Reimbursement             | 521.24             | 476.01             | 45.23     | 9.5%     |
| <b>Total Clothing</b>          | 521.24             | 476.01             | 45.23     | 9.5%     |
| Dues and Subscriptions         | 0.00               | 45.00              | -45.00    | -100.0%  |
| <b>Insurance</b>               |                    |                    |           |          |
| Workers Comp/Liability Ins.    | 2,170.00           | 2,139.00           | 31.00     | 1.5%     |
| <b>Total Insurance</b>         | 2,170.00           | 2,139.00           | 31.00     | 1.5%     |
| <b>Interest Expense</b>        |                    |                    |           |          |
| Finance Charge                 | 0.00               | 69.91              | -69.91    | -100.0%  |
| <b>Total Interest Expense</b>  | 0.00               | 69.91              | -69.91    | -100.0%  |
| Licenses and Permits           | 40.00              | 40.00              | 0.00      | 0.0%     |
| <b>Maintenance</b>             |                    |                    |           |          |
| Chemicals                      | 1,242.87           | 1,836.52           | -593.65   | -32.3%   |
| Electric                       | 0.00               | 378.00             | -378.00   | -100.0%  |
| Landscaping                    | 1,404.10           | 1,565.39           | -161.29   | -10.3%   |
| Pool Closing                   | 2,310.88           | 0.00               | 2,310.88  | 100.0%   |
| Maintenance - Other            | 21,511.46          | 19,979.68          | 1,531.78  | 7.7%     |
| <b>Total Maintenance</b>       | 26,469.31          | 23,759.59          | 2,709.72  | 11.4%    |
| Payroll Expenses               | 19,705.15          | 19,362.43          | 342.72    | 1.8%     |
| Payroll Tax Expenses           | 2,054.59           | 2,194.43           | -139.84   | -6.4%    |
| Postage and Delivery           | 48.00              | 53.63              | -5.63     | -10.5%   |
| Professional Fees              | 600.00             | 595.00             | 5.00      | 0.8%     |
| Promotions                     | 2,225.42           | 2,238.09           | -12.67    | -0.6%    |
| <b>Supplies</b>                |                    |                    |           |          |
| Bathroom Supplies              | 389.60             | 961.30             | -571.70   | -59.5%   |
| Office                         | 1,218.12           | 788.16             | 429.96    | 54.6%    |
| Supplies - Other               | 1,431.28           | 998.92             | 432.36    | 43.3%    |
| <b>Total Supplies</b>          | 3,039.00           | 2,748.38           | 290.62    | 10.6%    |
| <b>Swim Team</b>               |                    |                    |           |          |
| League Registration Fee        | 750.00             | 750.00             | 0.00      | 0.0%     |
| Swim Team Coach's Salary       | 3,851.66           | 3,496.45           | 355.21    | 10.2%    |
| Swim Team - Other              | 177.47             | 95.41              | 82.06     | 86.0%    |
| <b>Total Swim Team</b>         | 4,779.13           | 4,341.86           | 437.27    | 10.1%    |

10:10 PM  
07/23/14  
Cash Basis

**Tiburon Pool Management Company**  
**Profit & Loss Prev Year Comparison**  
**January 1 through July 23, 2014**

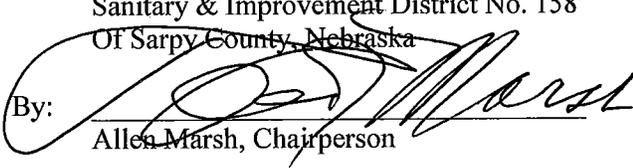
|                             | <u>Jan 1 - Jul 23, 14</u> | <u>Jan 1 - Jul 23, 13</u> | <u>\$ Change</u>  | <u>% Change</u> |
|-----------------------------|---------------------------|---------------------------|-------------------|-----------------|
| Telephone                   | 500.00                    | 0.00                      | 500.00            | 100.0%          |
| Training                    | 289.00                    | 523.00                    | -234.00           | -44.7%          |
| Trash Removal               | 190.00                    | 36.95                     | 153.05            | 414.2%          |
| <b>Total Expense</b>        | <u>62,267.02</u>          | <u>57,697.48</u>          | <u>4,569.54</u>   | <u>7.9%</u>     |
| <b>Net Ordinary Income</b>  | 40,826.14                 | 51,601.89                 | -10,775.75        | -20.9%          |
| <b>Other Income/Expense</b> |                           |                           |                   |                 |
| Other Expense               |                           |                           |                   |                 |
| Sub Contract                | 0.00                      | 26.17                     | -26.17            | -100.0%         |
| <b>Total Other Expense</b>  | <u>0.00</u>               | <u>26.17</u>              | <u>-26.17</u>     | <u>-100.0%</u>  |
| <b>Net Other Income</b>     | 0.00                      | -26.17                    | 26.17             | 100.0%          |
| <b>Net Income</b>           | <u>40,826.14</u>          | <u>51,575.72</u>          | <u>-10,749.58</u> | <u>-20.8%</u>   |

BE IT RESOLVED, by the Chairperson and the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, that the Board hereby approves to make any necessary repairs and/or replacements to the landscaping on Lot 13, Ballena due to the diversion of cart traffic onto said property during the construction of improvements of the waterline adjacent to said lot on behalf of the District by Metropolitan Utilities District in July and August 2014. The extent of said repairs and/or replacements shall be to return the property to the same condition as it was prior to the contemplated construction by the District and shall be done in coordination with the property owners with a company of their choosing. Said plans and estimates for said repairs and/or replacements shall be approved by the District prior to any work commencing. Said approval shall not be unreasonably withheld.

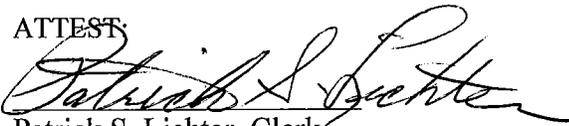
Dated this 24<sup>th</sup> day of July 2014.

Sanitary & Improvement District No. 158  
Of Sarpy County, Nebraska

By:

  
Allen Marsh, Chairperson

ATTEST

  
Patrick S. Lichter, Clerk

## Jennifer Fett

---

**From:** fieldRD <fieldrd@cox.net>  
**Sent:** Thursday, July 24, 2014 10:34 AM  
**To:** Allen Marsh; Paul Stoupa; Pat Lichter; Larry Hammer; dale SID158  
**Cc:** Jennifer Fett  
**Subject:** Lakeside power changeover completed Wed. 7/23/14 @ noon

ALL,  
We oversaw the last 50% of the job to make sure our lift station operated properly with our electrician onhand. Took a couple of tries, but all is well. We now have a new OPPD meter, disconnect panel and fuses.  
Gerry Gutoski  
Tiburon Water Ops  
"Nostalgia isn't what it used to be."

## Jennifer Fett

---

**From:** Dale Marples <dalemarples1@cox.net>  
**Sent:** Sunday, June 22, 2014 5:52 PM  
**To:** 'Allen Marsh'; patlichter@cox.net; 'Larry Hammer'; Paul Stoupa; fieldRD; Jennifer Fett; dalemarples1@cox.net  
**Subject:** Analysis of Lift Station / Lakeside Pumps OPPD billing  
**Attachments:** Lift Station - Lakeside.xlsx

Everyone,

I have broken down the OPPD data that Gerry sent me. I have assumed that during the months of November, December, January and February of every year that our lift station was the only unit drawing power. You can see one of my worksheets that shows the average monthly usage is \$82.52. In my apportionment worksheet, I have applied that average usage to our lift station, and the remainder is assigned to the lakeside pump usage. I have apportioned all of the Nov thru Feb usage every year to the lift station, even though there are a few months that exceeded our average. That consistency can be upheld in any analysis.

As you can see from the apportionment worksheet, our lift station has used \$4,030.04 over the period analyzed and the remainder of \$6,995.77 is the Lakeside pump that we have absorbed. That is our reimbursement number.

Please look at my analysis and give me feedback if you see something that needs to be corrected.

Dale

**SID 158 OPPD Usage**  
**10507 S. 179th Ave. Lift Station**  
**Apportioned Usage based on Assumption**

| Start Date | End Date  | Days | Usage<br>KWH | \$ Amount<br>Billed | Lift Station<br>Avg. Usage | Lift Station<br>\$ usage | Lakeside Pumps<br>\$ usage |
|------------|-----------|------|--------------|---------------------|----------------------------|--------------------------|----------------------------|
| 4/7/2014   | 5/6/2014  | 29   | 1742         | \$189.32            | \$82.53                    | \$82.53                  | \$106.79                   |
| 3/7/2014   | 4/7/2014  | 31   | 2606         | \$276.41            | \$82.53                    | \$82.53                  | \$193.88                   |
| 2/6/2014   | 3/7/2014  | 29   | 649          | \$79.15             | \$82.53                    | \$79.15                  | \$0.00                     |
| 1/7/2014   | 2/6/2014  | 30   | 711          | \$85.39             | \$82.53                    | \$85.39                  | \$0.00                     |
| 12/5/2013  | 1/7/2014  | 33   | 850          | \$99.40             | \$82.53                    | \$99.40                  | \$0.00                     |
| 11/6/2013  | 12/5/2013 | 29   | 301          | \$44.06             | \$82.53                    | \$44.06                  | \$0.00                     |
| 10/7/2013  | 11/6/2013 | 30   | 2745         | \$290.42            | \$82.53                    | \$82.53                  | \$207.89                   |
| 9/6/2013   | 10/7/2013 | 31   | 4932         | \$526.36            | \$82.53                    | \$82.53                  | \$443.83                   |
| 8/7/2013   | 9/6/2013  | 30   | 4238         | \$475.59            | \$82.53                    | \$82.53                  | \$393.06                   |
| 7/8/2013   | 8/7/2013  | 30   | 4266         | \$478.58            | \$82.53                    | \$82.53                  | \$396.05                   |
| 6/6/2013   | 7/8/2013  | 32   | 2749         | \$316.54            | \$82.53                    | \$82.53                  | \$234.01                   |
| 5/7/2013   | 6/6/2013  | 30   | 2514         | \$272.01            | \$82.53                    | \$82.53                  | \$189.48                   |
| 4/5/2013   | 5/7/2013  | 32   | 801          | \$94.45             | \$82.53                    | \$82.53                  | \$11.92                    |
| 3/6/2013   | 4/5/2013  | 30   | 1014         | \$115.93            | \$82.53                    | \$82.53                  | \$33.40                    |
| 2/6/2013   | 3/6/2013  | 29   | 798          | \$94.16             | \$82.53                    | \$94.16                  | \$0.00                     |
| 1/8/2013   | 2/6/2013  | 29   | 386          | \$52.62             | \$82.53                    | \$52.62                  | \$0.00                     |
| 12/6/2012  | 1/8/2013  | 33   | 754          | \$86.63             | \$82.53                    | \$86.63                  | \$0.00                     |
| 11/6/2012  | 12/6/2012 | 30   | 717          | \$82.09             | \$82.53                    | \$82.09                  | \$0.00                     |
| 10/5/2012  | 11/6/2012 | 32   | 2499         | \$253.71            | \$82.53                    | \$82.53                  | \$171.18                   |
| 9/7/2012   | 10/5/2012 | 28   | 3762         | \$392.48            | \$82.53                    | \$82.53                  | \$309.95                   |
| 8/7/2012   | 9/7/2012  | 31   | 5115         | \$537.81            | \$82.53                    | \$82.53                  | \$455.28                   |
| 7/6/2012   | 8/7/2012  | 32   | 5871         | \$613.89            | \$82.53                    | \$82.53                  | \$531.36                   |
| 6/6/2012   | 7/6/2012  | 30   | 4349         | \$460.72            | \$82.53                    | \$82.53                  | \$378.19                   |
| 5/7/2012   | 6/6/2012  | 30   | 3417         | \$336.14            | \$82.53                    | \$82.53                  | \$253.61                   |

|           |           |    |      |             |         |            |          |            |
|-----------|-----------|----|------|-------------|---------|------------|----------|------------|
| 4/5/2012  | 5/7/2012  | 32 | 3119 | \$309.53    | \$82.53 | \$82.53    | \$82.53  | \$227.00   |
| 3/7/2012  | 4/5/2012  | 29 | 1761 | \$182.63    | \$82.53 | \$82.53    | \$82.53  | \$100.10   |
| 2/6/2012  | 3/7/2012  | 3  | 1126 | \$121.47    | \$82.53 | \$121.47   | \$0.00   | \$0.00     |
| 1/6/2012  | 2/6/2012  | 31 | 1214 | \$129.94    | \$82.53 | \$129.94   | \$0.00   | \$0.00     |
| 12/7/2011 | 1/6/2012  | 30 | 1209 | \$125.20    | \$82.53 | \$125.20   | \$0.00   | \$0.00     |
| 11/4/2011 | 12/7/2011 | 33 | 635  | \$71.16     | \$82.53 | \$71.16    | \$0.00   | \$0.00     |
| 10/6/2011 | 11/4/2011 | 29 | 3190 | \$300.88    | \$82.53 | \$82.53    | \$218.35 | \$218.35   |
| 9/6/2011  | 10/6/2011 | 30 | 2898 | \$296.46    | \$82.53 | \$82.53    | \$213.93 | \$213.93   |
| 8/5/2011  | 9/6/2011  | 32 | 3631 | \$370.84    | \$82.53 | \$82.53    | \$288.31 | \$288.31   |
| 7/6/2011  | 8/5/2011  | 30 | 3479 | \$356.26    | \$82.53 | \$82.53    | \$273.73 | \$273.73   |
| 6/7/2011  | 7/6/2011  | 29 | 2705 | \$282.05    | \$82.53 | \$82.53    | \$199.52 | \$199.52   |
| 5/6/2011  | 6/7/2011  | 32 | 2727 | \$268.60    | \$82.53 | \$82.53    | \$186.07 | \$186.07   |
| 4/5/2011  | 5/6/2011  | 31 | 607  | \$68.56     | \$82.53 | \$68.56    | \$0.00   | \$0.00     |
| 3/8/2011  | 4/5/2011  | 28 | 996  | \$104.48    | \$82.53 | \$82.53    | \$21.95  | \$21.95    |
| 2/4/2011  | 3/8/2011  | 32 | 718  | \$78.82     | \$82.53 | \$78.82    | \$0.00   | \$0.00     |
| 1/6/2011  | 2/4/2011  | 29 | 1259 | \$128.75    | \$82.53 | \$128.75   | \$0.00   | \$0.00     |
| 12/6/2010 | 1/6/2011  | 31 | 1070 | \$109.95    | \$82.53 | \$109.95   | \$0.00   | \$0.00     |
| 11/3/2010 | 12/6/2010 | 33 | 142  | \$25.43     | \$82.53 | \$25.43    | \$0.00   | \$0.00     |
| 10/6/2010 | 11/3/2010 | 28 | 2465 | \$236.19    | \$82.53 | \$82.53    | \$153.66 | \$153.66   |
| 9/8/2010  | 10/6/2010 | 28 | 2918 | \$293.49    | \$82.53 | \$82.53    | \$210.96 | \$210.96   |
| 8/5/2010  | 9/8/2010  | 37 | 3093 | \$314.39    | \$82.53 | \$82.53    | \$231.86 | \$231.86   |
| 7/7/2010  | 8/5/2010  | 29 | 2830 | \$289.59    | \$82.53 | \$82.53    | \$207.06 | \$207.06   |
| 6/7/2010  | 7/7/2010  | 30 | 2261 | \$235.92    | \$82.53 | \$82.53    | \$153.39 | \$153.39   |
| 5/6/2010  | 6/7/2010  | 32 | 120  | \$23.79     | \$82.53 | \$23.79    | \$0.00   | \$0.00     |
| 4/6/2010  | 5/6/2010  | 30 | 386  | \$47.57     | \$82.53 | \$47.57    | \$0.00   | \$0.00     |
| TOTAL     |           |    |      | \$11,025.81 |         | \$4,030.04 |          | \$6,995.77 |

June 17, 2014

Chairman and Board of Trustees  
Sanitary and Improvement District No. 158  
of Sarpy County, Nebraska  
c/o Mr. Pat Sullivan, Attorney  
1246 Golden Gate Drive Suite 1  
Papillion, NE 68046

RE: Water Main Improvements – 2014  
TD2 File No. 1592-109.37

Board Members:

Bids were received at our office on July 16, 2014, for the construction of the Water Main Improvements – 2014, project.

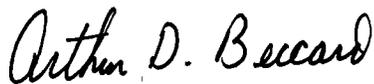
Kersten Construction, Inc. of Gretna, Nebraska, was the low bidder in the base bid amount of \$633,729.70, the base bid less Alternate 1 amount of \$599,462.00, the base bid less Alternate 2 amount of \$631,849.90, and the base bid less Alternates 1 and 2 amount of \$597,582.20.

Kersten Construction, Inc. is a qualified contractor and we recommend that the contract be awarded to it in the Base Bid less Alternate 2 amount of \$631,849.90, contingent upon submittal of the required bonds and certifications.

A tabulation of all bids received is enclosed.

Submitted by:

THOMPSON, DREESSEN & DORNER, INC.



Arthur D. Beccard, P.E.

ADB/bam

Enclosure

| ITEM | DESCRIPTION   | QUANTITY | UNITS | Kersten Construction, Inc. |              | Valley Corporation |              | Rognes Bros Excavating, Inc. |              | Anchor Construction Co. |              |
|------|---|----------|-------|----------------------------|--------------|--------------------|--------------|------------------------------|--------------|-------------------------|--------------|
|      |   |          |       | UNIT PRICE                 | TOTAL PRICE  | UNIT PRICE         | TOTAL PRICE  | UNIT PRICE                   | TOTAL PRICE  | UNIT PRICE              | TOTAL PRICE  |
| 1    | 12" DIPJ Water Main Class 350, in place                       | 340      | L.F.  | \$96.60                    | \$13,444.00  | \$39.75            | \$13,515.00  | \$52.00                      | \$17,680.00  | \$49.60                 | \$16,864.00  |
| 2    | 8" DIPJ Water Main Class 350, in place                        | 5,079    | L.F.  | \$30.70                    | \$155,925.30 | \$29.96            | \$152,166.84 | \$39.80                      | \$202,144.20 | \$36.00                 | \$182,844.00 |
| 3    | 6" DIPJ Water Main Class 350, in place                        | 40       | L.F.  | \$24.10                    | \$964.00     | \$22.58            | \$903.20     | \$31.25                      | \$1,250.00   | \$28.80                 | \$1,152.00   |
| 4    | 10" HDPE Water Main DR 11, in place by Directional Bore       | 723      | L.F.  | \$54.80                    | \$39,620.40  | \$92.04            | \$66,544.92  | \$135.00                     | \$97,605.00  | \$141.00                | \$101,943.00 |
| 5    | 12" x 12" Cross, M.J., in place                               | 1        | EA.   | \$1,000.00                 | \$1,000.00   | \$746.33           | \$746.33     | \$455.00                     | \$455.00     | \$583.00                | \$583.00     |
| 6    | 12" x 6" Cross, M.J., in place                                | 1        | EA.   | \$764.00                   | \$764.00     | \$495.98           | \$495.98     | \$385.00                     | \$385.00     | \$381.00                | \$381.00     |
| 7    | 12" x 6" Tee, M.J. x FLG w/Backing Block, in place            | 1        | EA.   | \$656.00                   | \$656.00     | \$603.49           | \$603.49     | \$335.00                     | \$335.00     | \$400.00                | \$400.00     |
| 8    | 8" x 8" Tee, M.J. w/Backing Block, in place                   | 1        | EA.   | \$406.00                   | \$406.00     | \$473.71           | \$473.71     | \$285.00                     | \$285.00     | \$360.00                | \$360.00     |
| 9    | 8" x 6" Tee, M.J. x FLG w/Backing Block, in place             | 8        | EA.   | \$370.00                   | \$2,960.00   | \$439.44           | \$3,515.52   | \$350.00                     | \$2,800.00   | \$329.00                | \$2,632.00   |
| 10   | 6" x 6" Tee, M.J. w/Backing Block, in place                   | 1        | EA.   | \$334.00                   | \$334.00     | \$411.12           | \$411.12     | \$320.00                     | \$320.00     | \$294.00                | \$294.00     |
| 11   | 12" x 8" Reducer, M.J., in place                              | 1        | EA.   | \$225.00                   | \$225.00     | \$261.42           | \$261.42     | \$198.00                     | \$198.00     | \$204.00                | \$204.00     |
| 12   | 12" x 6" Reducer, M.J., in place                              | 2        | EA.   | \$221.00                   | \$442.00     | \$292.40           | \$584.80     | \$198.00                     | \$396.00     | \$197.00                | \$394.00     |
| 13   | 8" x 6" Reducer, M.J., in place                               | 5        | EA.   | \$179.00                   | \$895.00     | \$204.77           | \$1,023.85   | \$145.00                     | \$725.00     | \$151.00                | \$755.00     |
| 14   | 12" Gate Valve, M.J. w/Box, in place                          | 2        | EA.   | \$2,128.00                 | \$4,256.00   | \$2,819.26         | \$5,638.52   | \$2,000.00                   | \$4,000.00   | \$2,220.00              | \$4,440.00   |
| 15   | 8" Gate Valve, M.J. w/Box, in place                           | 7        | EA.   | \$1,209.00                 | \$8,463.00   | \$1,608.19         | \$11,257.33  | \$1,100.00                   | \$7,700.00   | \$1,306.00              | \$9,142.00   |
| 16   | 6" Gate Valve, M.J. w/Box, in place                           | 6        | EA.   | \$893.00                   | \$5,358.00   | \$1,148.47         | \$6,890.82   | \$900.00                     | \$5,400.00   | \$967.00                | \$5,802.00   |
| 17   | 8" Tapping Sleeve and Valve w/Backing Block and Box, in place | 1        | EA.   | \$4,205.00                 | \$4,205.00   | \$2,108.14         | \$2,108.14   | \$2,600.00                   | \$2,600.00   | \$3,909.00              | \$3,909.00   |
| 18   | 6" Tapping Sleeve and Valve w/Backing Block and Box, in place | 8        | EA.   | \$3,740.00                 | \$29,920.00  | \$1,582.06         | \$12,656.48  | \$2,900.00                   | \$23,200.00  | \$3,426.00              | \$27,408.00  |

SUBMITTED PROPOSALS & COSTS  
Date of Bid: July 16, 2014 10:00 a.m.  
Client: S&ID No.158 of Sarpay Co., NE  
Project: Water Main Improvements - 2014  
TD2 File No.: 1592-109



Kersten Construction, Inc.  
11050 South 204th Street  
Gretna NE 68028

Valley Corporation  
PO Box 589  
Valley NE 68064

Rognes Bros Excavating, Inc.  
Box 86  
Lake Mills IA 50450

Anchor Construction Co.  
22122 R & R Road  
Gretna NE 68028

| ITEM | DESCRIPTION  | QUANTITY | UNITS | Kersten Construction, Inc. |              | Valley Corporation |              | Rognes Bros Excavating, Inc. |              | Anchor Construction Co. |              |
|------|--|----------|-------|----------------------------|--------------|--------------------|--------------|------------------------------|--------------|-------------------------|--------------|
|      |  |          |       | UNIT PRICE                 | TOTAL PRICE  | UNIT PRICE         | TOTAL PRICE  | UNIT PRICE                   | TOTAL PRICE  | UNIT PRICE              | TOTAL PRICE  |
| 19   | 12" 90 Degree Bend, M.J. w/Backing Block, in place     | 1        | EA.   | \$613.00                   | \$613.00     | \$545.52           | \$545.52     | \$420.00                     | \$420.00     | \$417.00                | \$417.00     |
| 20   | 8" 90 Degree Bend, M.J. w/Backing Block, in place      | 4        | EA.   | \$360.00                   | \$1,440.00   | \$397.28           | \$1,589.12   | \$279.00                     | \$1,116.00   | \$283.00                | \$1,132.00   |
| 21   | 8" 45 Degree Bend, M.J. w/Backing Block, in place      | 2        | EA.   | \$344.00                   | \$688.00     | \$376.21           | \$752.42     | \$289.00                     | \$578.00     | \$261.00                | \$522.00     |
| 22   | 12" 22 1/2 Degree Bend, M.J. w/Backing Block, in place | 2        | EA.   | \$565.00                   | \$1,130.00   | \$480.30           | \$960.60     | \$350.00                     | \$700.00     | \$359.00                | \$718.00     |
| 23   | 8" 22 1/2 Degree Bend, M.J. w/Backing Block, in place  | 2        | EA.   | \$343.00                   | \$686.00     | \$374.24           | \$748.48     | \$250.00                     | \$500.00     | \$259.00                | \$518.00     |
| 24   | 8" 11 1/4 Degree Bend, M.J. w/Backing Block, in place  | 3        | EA.   | \$337.00                   | \$1,011.00   | \$366.31           | \$1,098.93   | \$240.00                     | \$720.00     | \$244.00                | \$732.00     |
| 25   | 12" Plug with Backing Beam and Block                   | 1        | EA.   | \$1,004.00                 | \$1,004.00   | \$345.89           | \$345.89     | \$1,500.00                   | \$1,500.00   | \$1,831.00              | \$1,831.00   |
| 26   | Remove and Reset Fire Hydrant                          | 1        | EA.   | \$1,220.00                 | \$1,220.00   | \$1,075.55         | \$1,075.55   | \$2,565.00                   | \$2,565.00   | \$2,164.00              | \$2,164.00   |
| 27   | Fire Hydrant Assembly, in place                        | 1        | EA.   | \$3,975.00                 | \$3,975.00   | \$4,465.89         | \$4,465.89   | \$3,400.00                   | \$3,400.00   | \$3,768.00              | \$3,768.00   |
| 28   | Special Fire Hydrant Setting, in place                 | 2        | EA.   | \$4,325.00                 | \$8,650.00   | \$4,468.16         | \$8,936.32   | \$4,850.00                   | \$9,700.00   | \$4,045.00              | \$8,090.00   |
| 29   | Air Relief Fire Hydrant Setting, Type 8, in place      | 2        | EA.   | \$4,203.00                 | \$8,406.00   | \$4,468.16         | \$8,936.32   | \$4,000.00                   | \$8,000.00   | \$3,999.00              | \$7,998.00   |
| 30   | 10" HDPE to 8" DIP Adapter, in place                   | 6        | EA.   | \$450.00                   | \$2,700.00   | \$393.68           | \$2,362.08   | \$500.00                     | \$3,000.00   | \$684.00                | \$4,104.00   |
| 31   | Anchor Ring Thrust Block                               | 6        | EA.   | \$930.00                   | \$5,580.00   | \$401.80           | \$2,410.80   | \$700.00                     | \$4,200.00   | \$724.00                | \$4,344.00   |
| 32   | Air Relief Valve in 48" Manhole                        | 2        | EA.   | \$2,510.00                 | \$5,020.00   | \$3,126.56         | \$6,253.12   | \$3,285.00                   | \$6,570.00   | \$3,197.00              | \$6,394.00   |
| 33   | Connect to Existing Water Main                         | 1        | EA.   | \$1,126.00                 | \$1,126.00   | \$349.84           | \$349.84     | \$4,500.00                   | \$4,500.00   | \$3,152.00              | \$3,152.00   |
| 34   | Wet Cut In   | 1        | L.S.  | \$12,500.00                | \$12,500.00  | \$800.66           | \$800.66     | \$4,200.00                   | \$4,200.00   | \$3,662.00              | \$3,662.00   |
| 35   | Remove and Replace 7" PCC Pavement                     | 3,260    | S.Y.  | \$75.00                    | \$244,500.00 | \$79.73            | \$259,919.80 | \$56.75                      | \$185,005.00 | \$62.00                 | \$267,320.00 |
| 36   | Remove and Replace 4" PCC Sidewalk                     | 144      | S.F.  | \$7.00                     | \$1,008.00   | \$7.92             | \$1,140.48   | \$5.75                       | \$828.00     | \$9.50                  | \$1,368.00   |

Est.: \$669,452.50 Bond: \$33,475.00

THOMPSON, DREESSEN & DORNER, INC.

10836 Old Mill Road, Omaha, NE 68154

| ITEM | DESCRIPTION   | QUANTITY | UNITS | Kersten Construction, Inc. |               | Valley Corporation |               | Rognes Bros Excavating, Inc. |               | Anchor Construction Co. |               |
|------|---|----------|-------|----------------------------|---------------|--------------------|---------------|------------------------------|---------------|-------------------------|---------------|
|      |   |          |       | UNIT PRICE                 | TOTAL PRICE   | UNIT PRICE         | TOTAL PRICE   | UNIT PRICE                   | TOTAL PRICE   | UNIT PRICE              | TOTAL PRICE   |
| 37   | Sodding, in place   | 135      | S.F.  | \$3.00                     | \$405.00      | \$8.96             | \$1,209.60    | \$3.88                       | \$523.80      | \$5.00                  | \$675.00      |
| 38   | Seeding and Straw Matting, Park Mix, in place   | 3        | AC.   | \$5,104.00                 | \$15,312.00   | \$7,046.34         | \$21,139.02   | \$950.00                     | \$2,850.00    | \$5,515.00              | \$16,545.00   |
| 39   | Seeding and Straw Mulching, Farm Mix, in place  | 3        | AC.   | \$1,375.00                 | \$4,125.00    | \$1,552.58         | \$4,657.74    | \$1,050.00                   | \$3,150.00    | \$1,861.00              | \$5,583.00    |
| 40   | Silt Fence  | 2,945    | L.F.  | \$2.20                     | \$6,479.00    | \$2.45             | \$7,215.25    | \$2.85                       | \$8,393.25    | \$3.00                  | \$8,835.00    |
| 41   | Install and Remove Crushed Rock Construction Entrance   | 28       | TON   | \$30.50                    | \$854.00      | \$43.06            | \$1,205.68    | \$75.00                      | \$2,100.00    | \$77.00                 | \$2,156.00    |
| 42   | Dry Bore  | 500      | L.F.  | \$35.00                    | \$17,500.00   | \$39.11            | \$19,555.00   | \$73.50                      | \$36,750.00   | \$38.00                 | \$19,000.00   |
| 43   | Remove and Replace Barb Wire Fence, in place  | 1,700    | L.F.  | \$4.80                     | \$8,160.00    | \$7.17             | \$12,189.00   | \$3.11                       | \$5,287.00    | \$4.50                  | \$7,650.00    |
| 44   | Remove and Replace 6" Cart Path   | 1,200    | S.F.  | \$9.00                     | \$10,800.00   | \$8.60             | \$10,320.00   | \$5.95                       | \$7,140.00    | \$7.85                  | \$9,420.00    |
|      | <b>TOTAL BASE BID</b>   |          |       |                            | \$633,729.70  |                    | \$659,980.58  |                              | \$671,174.25  |                         | \$747,605.00  |
|      | <b>ALTERNATE 1:</b>   |          |       |                            |               |                    |               |                              |               |                         |               |
|      | Deduct for AWWA C900 PVC SDR 14 (Pressure Class 200 psi) Pipe in place with trace wire in lieu of DJP Water Main Pressure Class 350, in place with trace wire   |          |       |                            | (\$94,267.70) |                    | (\$26,600.25) |                              | (\$35,000.00) |                         | (\$48,787.00) |
|      | <b>ALTERNATE 2:</b>   |          |       |                            |               |                    |               |                              |               |                         |               |
|      | Deduct for 8" AWWA C900 R.I. PVC SDR 14 (Pressure Class 200 psi) Pipe in place by Directional Bore with trace wire in lieu of 10" HDPE Water Main SDR 9 (DIPS), in place by Directional Bore with trace wire in lieu of 10" |          |       |                            | (\$1,879.80)  |                    | (\$3,350.00)  |                              | (\$5,000.00)  |                         | (\$10,845.00) |
|      | <b>BASE BID LESS ALTERNATE 1</b>  |          |       |                            | \$599,462.00  |                    | \$633,380.33  |                              | \$636,174.25  |                         | \$698,818.00  |
|      | <b>BASE BID LESS ALTERNATE 2</b>  |          |       |                            | \$631,849.90  |                    | \$656,630.58  |                              | \$666,174.25  |                         | \$736,760.00  |
|      | <b>BASE BID LESS ALTERNATES 1 &amp; 2</b>   |          |       |                            | \$597,582.20  |                    | \$630,030.33  |                              | \$631,174.25  |                         | \$687,973.00  |

SUBMITTED PROPOSALS & COSTS  
Date of Bid: July 16, 2014 10:00 a.m.  
Client: S&ID No.158 of Sarpy Co., NE  
Project: Water Main Improvements - 2014  
TD2 File No.: 1592-109



Kersten Construction, Inc.  
11050 South 204th Street  
Gretna NE 68028

Valley Corporation  
PO Box 589  
Valley NE 68064

Rognes Bros Excavating, Inc.  
Box 86  
Lake Mills IA 50450

Anchor Construction Co.  
22122 R & R Road  
Gretha NE 68028

June 13, 2014

Chairman and Board of Trustees  
Sanitary and Improvement District No. 158  
of Sarpy County, Nebraska  
c/o Mr. Pat Sullivan, Attorney  
1246 Golden Gate Drive Suite 1  
Papillion, NE 68046

RE: Water Main Improvements – 2014 (Revised 6/9/2014)  
TD2 File No. 1592-109.36

Board Members:

The following is the Engineer's Estimate of Costs and Quantities for Construction of the above-referenced project:

| Item | Description   | Approx. Quantity | Unit | Unit Price  | Amount        |
|------|---|------------------|------|-------------|---------------|
| 1    | 12" DIPJ Water Main Class 350, in place                       | 340              | L.F. | \$ 48.00    | \$ 16,320.00  |
| 2    | 8" DIPJ Water Main Class 350, in place                        | 5,079            | L.F. | \$ 33.00    | \$ 167,607.00 |
| 3    | 6" DIPJ Water Main Class 350, in place                        | 40               | L.F. | \$ 25.00    | \$ 1,000.00   |
| 4    | 10" HDPE Water Main DR 11, in place by Directional Bore       | 723              | L.F. | \$ 112.00   | \$ 80,976.00  |
| 5    | 12" x 12" Cross, M.J., in place                               | 1                | EA.  | \$ 670.00   | \$ 670.00     |
| 6    | 12" x 6" Cross, M.J., in place                                | 1                | EA.  | \$ 640.00   | \$ 640.00     |
| 7    | 12" x 6" Tee, M.J.x FLG w/Backing Block, in place             | 1                | EA.  | \$ 640.00   | \$ 640.00     |
| 8    | 8" x 8" Tee, M.J. w/Backing Block, in place                   | 1                | EA.  | \$ 425.00   | \$ 425.00     |
| 9    | 8" x 6" Tee, M.J.x FLG w/Backing Block, in place              | 8                | EA.  | \$ 390.00   | \$ 3,120.00   |
| 10   | 6" x 6" Tee, M.J. w/Backing Block, in place                   | 1                | EA.  | \$ 350.00   | \$ 350.00     |
| 11   | 12" x 8" Reducer, M.J., in place                              | 1                | EA.  | \$ 270.00   | \$ 270.00     |
| 12   | 12" x 6" Reducer, M.J., in place                              | 2                | EA.  | \$ 265.00   | \$ 530.00     |
| 13   | 8" x 6" Reducer, M.J., in place                               | 5                | EA.  | \$ 185.00   | \$ 925.00     |
| 14   | 12" Gate Valve, M.J. w/Box, in place                          | 2                | EA.  | \$ 2,230.00 | \$ 4,460.00   |
| 15   | 8" Gate Valve, M.J. w/Box, in place                           | 7                | EA.  | \$ 1,250.00 | \$ 8,750.00   |
| 16   | 6" Gate Valve, M.J. w/Box, in place                           | 6                | EA.  | \$ 900.00   | \$ 5,400.00   |
| 17   | 8" Tapping Sleeve and Valve w/Backing Block and Box, in place | 1                | EA.  | \$ 3,800.00 | \$ 3,800.00   |
| 18   | 6" Tapping Sleeve and Valve w/Backing Block and Box, in place | 8                | EA.  | \$ 3,300.00 | \$ 26,400.00  |
| 19   | 12" 90 Degree Bend, M.J. w/Backing Block , in place           | 1                | EA.  | \$ 650.00   | \$ 650.00     |
| 20   | 8" 90 Degree Bend, M.J. w/Backing Block , in place            | 4                | EA.  | \$ 415.00   | \$ 1,660.00   |
| 21   | 8" 45 Degree Bend, M.J. w/Backing Block , in place            | 2                | EA.  | \$ 400.00   | \$ 800.00     |
| 22   | 12" 22 1/2 Degree Bend, M.J. w/Backing Block, in place        | 2                | EA.  | \$ 610.00   | \$ 1,220.00   |

| Item   | Description   | Approx. Quantity | Unit | Unit Price  | Amount               |
|--|---|------------------|------|-------------|----------------------|
| 23   | 8" 22 1/2 Degree Bend, M.J. w/Backing Block ,<br>in place | 2                | EA.  | \$ 290.00   | \$ 580.00            |
| 24   | 8" 11 1/4 Degree Bend, M.J. w/Backing Block ,<br>in place | 3                | EA.  | \$ 280.00   | \$ 840.00            |
| 25   | 12" Plug with Backing Beam and Block                      | 1                | EA.  | \$ 1,500.00 | \$ 1,500.00          |
| 26   | Remove and Reset Fire Hydrant                             | 1                | EA.  | \$ 2,000.00 | \$ 2,000.00          |
| 27   | Fire Hydrant Assembly, in place                           | 1                | EA.  | \$ 4,250.00 | \$ 4,250.00          |
| 28   | Special Fire Hydrant Setting, in place                    | 2                | EA.  | \$ 4,350.00 | \$ 8,700.00          |
| 29   | Air Relief Fire Hydrant Setting, Type 8, in<br>place      | 2                | EA.  | \$ 4,750.00 | \$ 9,500.00          |
| 30   | 10" HDPE to 8" DIP Adapter, in place                      | 6                | EA.  | \$ 410.00   | \$ 2,460.00          |
| 31   | Anchor Ring Thrust Block                                  | 6                | EA.  | \$ 550.00   | \$ 3,300.00          |
| 32   | Air Relief Valve in 48" Manhole                           | 2                | EA.  | \$ 2,230.00 | \$ 4,460.00          |
| 33   | Connect to Existing Water Main                            | 1                | EA.  | \$ 3,200.00 | \$ 3,200.00          |
| 34   | Wet Cut In  | 1                | L.S. | \$ 7,500.00 | \$ 7,500.00          |
| 35   | Remove and Replace 7" PCC Pavement                        | 3,260            | S.Y. | \$ 69.00    | \$ 224,940.00        |
| 36   | Remove and Replace 4" PCC Sidewalk                        | 144              | S.F. | \$ 15.00    | \$ 2,160.00          |
| 37   | Sodding, in place   | 135              | S.F. | \$ 8.50     | \$ 1,147.50          |
| 38   | Seeding and Straw Matting, Park Mix, in<br>place          | 3                | AC.  | \$ 5,100.00 | \$ 15,300.00         |
| 39   | Seeding and Straw Mulching, Farm Mix, in<br>place         | 3                | AC.  | \$ 2,000.00 | \$ 6,000.00          |
| 40   | Silt Fence  | 2,945            | L.F. | \$ 3.20     | \$ 9,424.00          |
| 41   | Install and Remove Crushed Rock<br>Construction Entrance  | 28               | TON  | \$ 36.00    | \$ 1,008.00          |
| 42   | Dry Bore  | 500              | L.F. | \$ 43.00    | \$ 21,500.00         |
| 43   | Remove and Replace Barb Wire Fence, in<br>place           | 1,700            | L.F. | \$ 3.10     | \$ 5,270.00          |
| 44   | Remove and Replace 6" Cart Path                           | 1,200            | S.F. | \$ 6.50     | \$ 7,800.00          |
| <b>BASE BID – TOTAL ESTIMATED CONSTRUCTION COST</b>  |   |                  |      |             | <b>\$ 669,452.50</b> |
| <b>ALTERNATE 1</b>   |   |                  |      |             |                      |
| Deduct for AWWA C900 PVC SDR 14 (Pressure Class 200 psi) Pipe in<br>place with trace wire in lieu of DIPJ Water Main Pressure Class 350, in<br>place with trace wire   |   |                  |      |             | \$ (66,621.50)       |
| <b>ALTERNATE 2</b>   |   |                  |      |             |                      |
| Deduct for 8" AWWA C900 RJ PVC SDR 14 (Pressure Class 200 psi) Pipe in place<br>by Directional Bore with trace wire in lieu of 10" HDPE Water Main SDR 9 (DIPS), in<br>place by Directional Bore with trace wire |   |                  |      |             | \$ (2,199.00)        |
| <b>ESTIMATED EASEMENT COST</b>   |   |                  |      |             | <b>\$ 30,000.00</b>  |
| <b>ESTIMATED ENGINEERING, TESTING, STAKING, LEGAL AND FINANCIAL (35%)</b>  |   |                  |      |             | <b>\$ 235,000.00</b> |
| <b>TOTAL ESTIMATED PROJECT COST</b>  |   |                  |      |             | <b>\$ 934,452.50</b> |

Chairman and Board of Trustees  
Sanitary and Improvement District No.158  
of Sarpy County, Nebraska  
June 13, 2014  
Page 3

Submitted by:

THOMPSON, DREESSEN & DORNER, INC.

*Arthur D. Beccard*

Arthur D. Beccard, P.E.

ADB/bam

June 12, 2014

Chairman and Board of Trustees  
Sanitary and Improvement District No. 158  
of Sarpy County, Nebraska  
c/o Mr. Pat Sullivan, Attorney  
1246 Golden Gate Drive, Suite 1  
Papillion, NE 68046

RE: Water Main Improvements – 2014 (Revised 6/12/2014)  
Description of Work  
TD2 File No. 1592-109.25

Board Members:

The following is a Description of Work to be performed for the new construction of the above-referenced project to improve the water distribution system within the boundary of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska.

Construct 12" I.D. Water Main at the following locations:

In an Easement

Beginning at a point 20 feet west and 5 feet south of the northwest corner of Lot 7, Tiburon Village a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska; thence southerly 95 feet more or less to a point 20 feet west and 100 feet south of the northeast corner of Lot 7, Tiburon Village.

In South 168<sup>th</sup> Avenue

Beginning at a point 20 feet west and 100 feet south of the northeast corner of Lot 7, Tiburon Village a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska; thence southerly and westerly 245 feet more or less to a point 50 feet south of the northeast corner Lot 9, said subdivision.

Construct 8" I.D. Water Main at the following locations:

In Cornhusker Road

Beginning at a point 15 feet west and 52 feet south of the southwest corner of Lot 4, Tiburon View a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska; thence east 2,908 feet more or less to a point 20 feet west of the northeast corner of Lot 7, Tiburon Village.

In 180<sup>th</sup> Street and Camelback Avenue

Beginning at a point 34 feet east and 42 feet south of the southwest corner of Lot 166, Tiburon a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska; thence northerly 450 feet more or less to a point 8 feet west of the southeast corner of Lot 165, said subdivision.

Chairman and Board of Trustees  
Sanitary and Improvement District No. 158  
of Sarpy County, Nebraska  
June 12, 2014  
Page 2

In an Easement

Beginning at a point 36 feet west and 37 feet south of the southeast corner of Lot 166, Tiburon a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska; thence westerly 46 feet more or less to a point 34 feet east and 42 feet south of the southwest corner of Lot 166, said subdivision.

Beginning at a point within 175<sup>th</sup> Circle 5 feet northwest of the southernmost corner of Lot 3, Tiburon View III, a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska; thence northwest 121 feet more or less to a point 10 feet west of the southwest corner of said Lot 3; thence north 49 feet more or less to a point 10 feet south and 10 feet west of the northwest corner of said Lot 3; thence west 1,548 feet more or less to a point 10 feet south and 32 east of the northeast corner of Lot 306, Tiburon a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska; thence southwest 217 more or less to the southeast corner of said Lot 306 within Sawgrass Circle.

Also beginning at the southeast corner of Lot 354, Tiburon, a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska; thence northerly 414 feet more or less to a point 21 feet east and 270 feet north of the northeast corner of Lot 354, said subdivision.

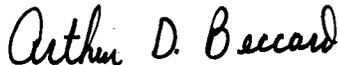
Also beginning 20 feet west of the northeast corner of Lot 7, Tiburon Village, a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska; thence south 5 feet more or less to a point 5 feet south and 20 feet west of the northeast corner of Lot 7, said subdivision.

The above-described work shall include the construction of valves, fittings, fire hydrants, erosion control, removal and replacement of pavements, excavating, shaping, and all other work necessary for the construction of Water Main Improvements - 2014 for Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, in accordance with the plans and specifications

The outer boundaries of the area, which may be subject to special assessments, are the same as the outer boundaries of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska.

Sincerely,

THOMPSON, DREESSEN & DORNER, INC.



Arthur D. Beccard, P.E.

ADB/bam

Revised 6/12/2014

BE IT RESOLVED, by the Chairperson and the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, that the Board hereby approves to make any necessary repairs and/or replacements to the landscaping on Lot 13, Ballena due to the diversion of cart traffic onto said property during the construction of improvements of the waterline adjacent to said lot on behalf of the District by Metropolitan Utilities District in July and August 2014. The extent of said repairs and/or replacements shall be to return the property to the same condition as it was prior to the contemplated construction by the District and shall be done in coordination with the property owners with a company of their choosing. Said plans and estimates for said repairs and/or replacements shall be approved by the District prior to any work commencing. Said approval shall not be unreasonably withheld.

Dated this 24<sup>th</sup> day of July 2014.

Sanitary & Improvement District No. 158  
Of Sarpy County, Nebraska

By: \_\_\_\_\_  
Allen Marsh, Chairperson

ATTEST:

\_\_\_\_\_  
Patrick S. Lichter, Clerk

June 17, 2014

Chairman and Board of Trustees  
Sanitary and Improvement District No. 158  
of Sarpy County, Nebraska  
c/o Mr. Pat Sullivan, Attorney  
1246 Golden Gate Drive Suite 1  
Papillion, NE 68046

RE: Water Well #3 Connection Piping  
TD2 File No. 1592-109.38

Board Members:

Bids were received at our office on July 16, 2014, for the construction of the Water Well #3 Connection Piping project.

Tab Construction Co. of Omaha, Nebraska, was the low bidder in the base bid amount of \$27,518.00, and the Base Bid less Alternate 1 amount of \$24,242.00.

Tab Construction Co. is a qualified contractor and we recommend that the contract be awarded to it in the Base Bid amount of \$27,518.00, contingent upon submittal of the required bonds and certifications.

A tabulation of all bids received is enclosed.

Submitted by:

THOMPSON, DREESSEN & DORNER, INC.



Arthur D. Beccard, P.E.

ADB/bam

Enclosure

| ITEM | DESCRIPTION  | QUANTITY | UNITS | Tab Construction Co. |             | Kersten Construction, Inc. |              | Anchor Construction Co. |              | Valley Corporation |             | Melvin Sudbeck Homes |             | TOTAL PRICE  |
|------|--|----------|-------|----------------------|-------------|----------------------------|--------------|-------------------------|--------------|--------------------|-------------|----------------------|-------------|--------------|
|      |  |          |       | UNIT PRICE           | TOTAL PRICE | UNIT PRICE                 | TOTAL PRICE  | UNIT PRICE              | TOTAL PRICE  | UNIT PRICE         | TOTAL PRICE | UNIT PRICE           | TOTAL PRICE |              |
| 1    | Mobilization   | 1        | LS    | \$2,900.00           | \$2,900.00  | \$5,800.00                 | \$5,800.00   | \$3,514.00              | \$3,514.00   | \$5,672.70         | \$5,672.70  | \$5,900.00           | \$5,900.00  | \$5,900.00   |
| 2    | 6" DIPJ Water Main Class 350, in place with trace wire   | 364      | L.F.  | \$31.00              | \$11,284.00 | \$26.00                    | \$9,464.00   | \$35.00                 | \$12,740.00  | \$28.50            | \$10,374.00 | \$29.88              | \$10,876.32 | \$10,876.32  |
| 3    | 6" x 6" Tee, M.J. w/Backing Block, in place  | 1        | EA.   | \$350.00             | \$350.00    | \$654.00                   | \$654.00     | \$2,841.00              | \$2,841.00   | \$451.09           | \$451.09    | \$175.00             | \$175.00    | \$175.00     |
| 4    | 6" x 90 Degree Bend, M.J. w/Backing Block, in place  | 2        | EA.   | \$300.00             | \$600.00    | \$513.00                   | \$1,026.00   | \$256.00                | \$516.00     | \$388.90           | \$777.80    | \$185.00             | \$370.00    | \$370.00     |
| 5    | 6" Cap with Immediate Support Backing Block  | 1        | EA.   | \$265.00             | \$265.00    | \$603.00                   | \$603.00     | \$831.00                | \$831.00     | \$313.74           | \$313.74    | \$350.00             | \$350.00    | \$350.00     |
| 6    | 6" Cap on Tee  | 1        | EA.   | \$235.00             | \$235.00    | \$189.00                   | \$189.00     | \$221.00                | \$221.00     | \$302.37           | \$302.37    | \$175.00             | \$175.00    | \$175.00     |
| 7    | 6" Gate Valve with Box, in place   | 1        | EA.   | \$772.00             | \$772.00    | \$917.00                   | \$917.00     | \$961.00                | \$961.00     | \$1,197.81         | \$1,197.81  | \$685.00             | \$685.00    | \$685.00     |
| 8    | Remove and Reset Fire Hydrant  | 1        | EA.   | \$1,352.00           | \$1,352.00  | \$1,125.00                 | \$1,125.00   | \$2,132.00              | \$2,132.00   | \$1,169.41         | \$1,169.41  | \$4,200.00           | \$4,200.00  | \$4,200.00   |
| 9    | Remove and Replace 6" PCC Pavement   | 58       | S.Y.  | \$82.50              | \$4,785.00  | \$63.00                    | \$3,654.00   | \$68.00                 | \$3,944.00   | \$118.90           | \$6,896.20  | \$48.00              | \$2,784.00  | \$2,784.00   |
| 10   | Seeding and Straw Matting, Park Mix, in place  | 0        | AC.   | \$5,500.00           | \$1,375.00  | \$6,560.00                 | \$1,640.00   | \$5,640.00              | \$1,410.00   | \$7,718.84         | \$1,929.71  | \$4,800.00           | \$1,200.00  | \$1,200.00   |
| 11   | Dry Bore   | 40       | L.F.  | \$40.00              | \$1,600.00  | \$25.00                    | \$1,000.00   | \$35.00                 | \$1,400.00   | \$42.85            | \$1,714.00  | \$95.11              | \$3,804.40  | \$3,804.40   |
| 12   | Testing  | 1        | LS    | \$2,000.00           | \$2,000.00  | \$2,200.00                 | \$2,200.00   | \$1,201.00              | \$1,201.00   | \$3,270.00         | \$3,270.00  | \$3,500.00           | \$3,500.00  | \$3,500.00   |
|      | <b>TOTAL BASE BID</b>  |          |       |                      | \$27,518.00 |                            | \$28,272.00  |                         | \$31,711.00  |                    | \$34,068.83 |                      | \$34,219.72 | \$34,219.72  |
|      | <b>ALTERNATE 1:</b>  |          |       |                      |             |                            |              |                         |              |                    |             |                      |             |              |
|      | Deduct for AWWA C900 PVC SDR 14 (Pressure Class 200 psi) Pipe in place with trace wire in lieu of DIPJ Water Main Pressure Class 350, in place with trace wire |          |       |                      |             |                            | (\$2,912.00) |                         | (\$1,820.00) |                    |             |                      |             | (\$6,400.72) |
|      | <b>BASE BID LESS ALTERNATE 1</b>   |          |       |                      |             |                            | \$24,242.00  |                         | \$29,891.00  |                    | \$32,139.63 |                      | \$27,819.00 | \$27,819.00  |

Est., \$28,643.00. Bond: \$1,435.00

THOMPSON, DREESSEN & DORNER, INC.

10836 Old Mill Road, Omaha, NE 68154

## PERMANENT WATER LINE EASEMENT

Amy Benge and Shawn Benge, Wife and Husband, hereinafter referred to as GRANTOR, (whether one or more), for and in consideration of the sum One Thousand Dollars (\$1,000.00), the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, hereinafter referred to as the "SID," its successors and assigns, an easement for the right to construct, maintain, and operate a permanent water line for the purpose or conveying water over, across, through and under the property hereinafter described, together with the right to excavate and refill ditches or trenches and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the same (hereafter "Line") on the real property that is legally described on Exhibit "A."

TO HAVE AND TO HOLD unto the SID, its successors and assigns, together with the right of ingress and egress from said premises for the purposes of inspecting, maintaining, or operating said Line. The GRANTOR may, following construction of said Line, continue to use the surface of the easement property for other purposes, subject to the right of the SID to use the same for the purposes herein expressed. It is further agreed as follows:

1. GRANTOR retains the right to use the easement area in a manner not incompatible with the use of the easement area for the Line, but no buildings, improvements, or other structures, shall be placed in, on, over, or across the easement area by GRANTOR, his successors and assigns. Improvements which may be placed over the easement include landscaping, road, street or parking area surfacing or pavement. Any improvements such as trees, grass or shrubbery placed on said easement shall be maintained by the GRANTOR, its successors or assigns.

2. The SID will replace or rebuild any and all damage to the easement area or improvements caused by the SID exercising its rights of inspecting, maintaining or operating the Line, except that, damage to, or loss of, trees and shrubbery or any other improvements placed in the easement area as set forth in Paragraph 1 above will not be compensated by the SID, unless caused by the negligence of the SID.

**Record & Return to: Adams & Sullivan, P.C., L.L.O., 1246 Golden Gate Drive, Suite 1, Papillion, NE 68046**

3. That the SID shall cause any trench made on said easement area to be properly refilled and shall cause the premises to be left in a neat and orderly condition.

4. That said GRANTOR, for itself and for its successors and assigns, does hereby confirm with the SID and its successors and assigns, that GRANTOR is well seized in fee of the described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it and its successors and assigns shall warrant and defend this easement to the SID and its assigns against the lawful claims and demands of all persons.

5. GRANTOR shall have the right to relocate the Line at GRANTOR'S expense, subject to a minimum of one hundred eighty (180) days notice to the SID and coordination with the SID's engineers.

6. This easement is binding upon the assigns and successors of the GRANTOR and shall be a permanent easement.

7. GRANTOR waives compliance by SID with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use (Neb. Rev. Stat. §25-2501, et. seq., as amended).

8. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the GRANTOR and the SID or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the SID or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF, GRANTOR has executed this easement this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

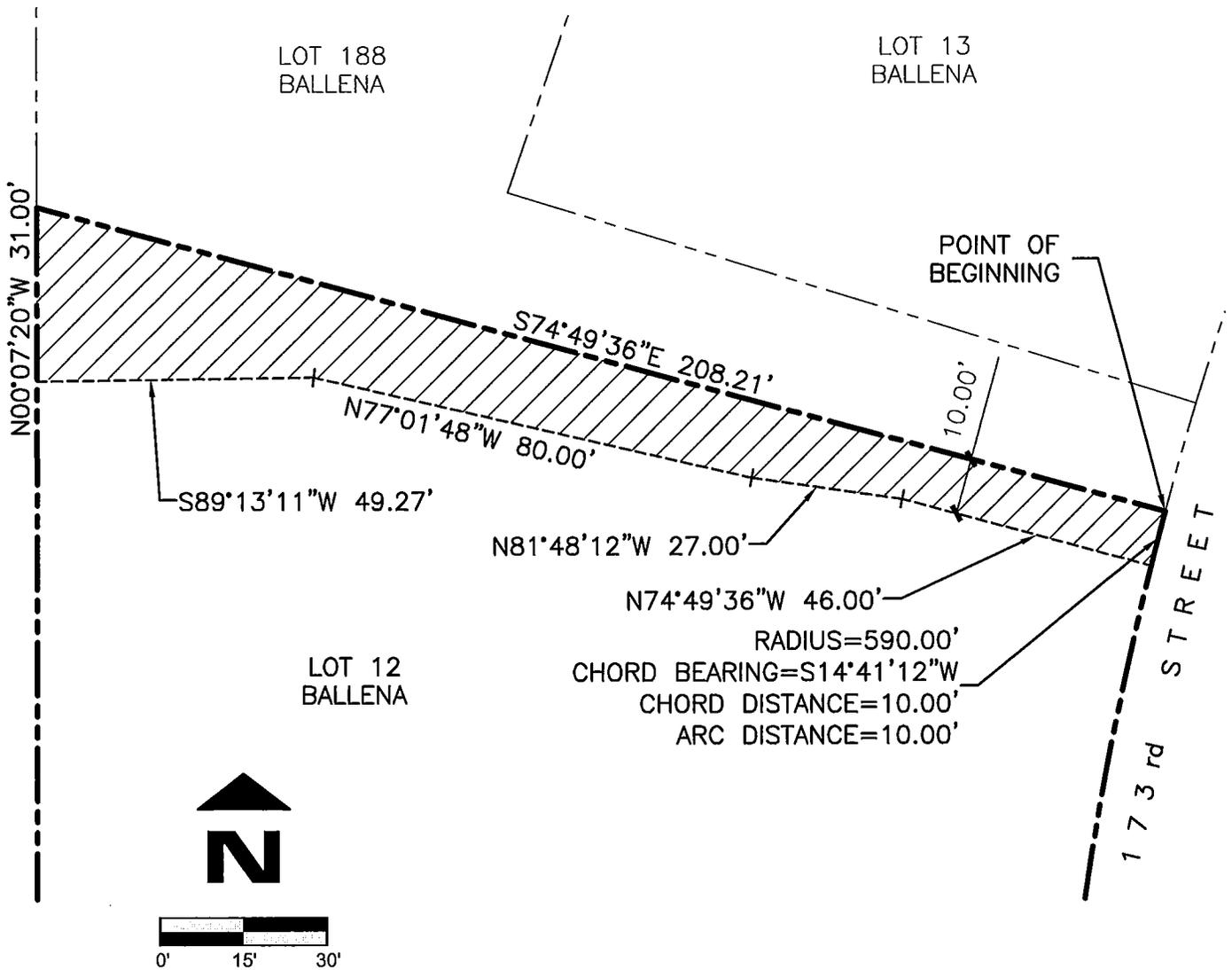
\_\_\_\_\_  
Amy Benge, Grantor

\_\_\_\_\_  
Shawn Benge, Grantor

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF SARPY     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Amy Benge and Shawn Benge, Wife and Husband.

\_\_\_\_\_  
Notary Public



## LEGAL DESCRIPTION

THAT PART OF LOT 12, BALLENA, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID LOT 12; THENCE SOUTHWESTERLY ON THE EAST LINE OF SAID LOT 12 ON A 590.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S14°41'12"W (ASSUMED BEARING), CHORD DISTANCE 10.00 FEET AN ARC DISTANCE OF 10.00 FEET; THENCE N74°49'36"W 46.00 FEET ON A LINE 10.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 12; THENCE N81°48'12"W 27.00 FEET; THENCE N77°01'48"W 80.00 FEET; THENCE S89°13'11"W 49.27 FEET TO THE WEST LINE OF SAID LOT 12; THENCE N00°07'20"W 31.00 FEET ON THE WEST LINE OF SAID LOT 12 TO THE NW CORNER OF SAID LOT 12; THENCE S74°49'36"E 208.21 FEET ON THE NORTH LINE OF SAID LOT 12 TO THE POINT OF BEGINNING.

CONTAINING 3,175 SQUARE FEET



Job Number: 1592-109 EX 3  
 thompson, dreessen & dorner, inc.  
 10836 Old Mill Rd  
 Omaha, NE 68154  
 p.402.330.8860 f.402.330.5866  
 td2co.com

Date: 07/09/2014  
 Drawn By: MRS  
 Reviewed By: DHN  
 Revision Date:

# EXHIBIT

Book  
 Page

## INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (this "Agreement") is made and entered into by and between **SANITARY AND IMPROVEMENT DISTRICT NO. 192, SARPY COUNTY, NEBRASKA**, a Nebraska municipality ("SID No. 192"), and **SANITARY AND IMPROVEMENT DISTRICT NO. 158, SARPY COUNTY, NEBRASKA**, a Nebraska municipality ("SID No. 158").

### PRELIMINARY STATEMENT

SID No. 192 is the owner and operator of a water well located on the property legally and pictorially described on Exhibit "A", attached hereto and incorporated by reference herein (the "Well"). SID No. 192 presently operates the Well as part of its water system and services to its residents.

SID No. 158 wishes to assume operations of the Well and service to its own water system.

SID No. 192 and SID No. 158 have agreed, as set forth in this Agreement, to the sale of the Well and the conveyance of certain easement rights in favor of SID No. 158. SID No. 192 and SID No. 158 further wish to divide and share the cost of maintaining certain real estate associated with the operation of the Well.

**NOW, THEREFORE**, in consideration of the covenants set forth herein, SID No. 192 and SID No. 158 do hereby agree and contract with each other as follows:

1. No Administrative Entity. There shall be no separate legal or administrative entity created to administer this Agreement and, therefore, no separate budget established for such entity.
2. Plans and Designs. SID No. 158 will contract with Thompson Dreessen & Dorner, registered engineer in the State of Nebraska, for the preparation of plans and specifications for the desired connection of the Well to the SID No. 158 water system. The final plans and specifications shall be subject to approval by each of the parties hereto which approval shall not be unreasonably withheld. All costs associated with the engineering and construction of the connection of the Well to SID No. 158's water system shall be the exclusive expense of SID No. 158. Estimated construction costs, engineering design fees and construction administration fees shall be paid by SID No. 158 as shown on Exhibit "B", attached hereto and incorporated herein by reference.
3. Easements and Right-of-Way. All construction to be performed for the connection of the SID No. 158 water system to the Well shall be performed by SID No. 158. All such construction shall take place within ~~right-of-way~~ existing or acquired easements within and outside the boundaries of SID No. 192 and SID No. 158. SID No. 158 has determined that the easements are attached hereto as Exhibit "C1" through "~~C~~" and incorporated herein by reference.
4. Payment. SID No. 158 shall pay directly to SID No. 192 the amount of One Hundred Thousand Dollars and no/100 (\$100,000.00) prior to commencement of construction of the improvements contemplated herein, but in no event later than Closing under Section 13, below. *[To be increased if easement expense added.]*

5. Sale of Personal Property. SID No. 192 shall execute, in favor of SID No. 158, a Bill of Sale in the form attached hereto as Exhibit "D", incorporated herein by reference, to convey all personal property in the operation of the Well, as well as rights to the building in which the Well is contained (the "Well House").

6. Duration.

a. Construction Easements. The easements identified as Exhibits [redacted] through [redacted] are temporary construction easements and shall persist for as long as construction is performed.

b. Water System Easements. The easements identified as Exhibits [redacted] through [redacted] are permanent easement ~~rented~~ granted for the purpose of maintaining the connection between the Well and the SID No. 158 water system, and such easements shall continue until terminated upon one of the following occurrences:

i. Termination by SID No. 158. At any time, SID No. 158 may terminate any or all of the easements associated with this Agreement.

ii. Discontinuation of Well Operations. In the event that SID No. 158 ceases operation of the Well for a period of longer than ~~six (6) months~~ one year, for a reason other than required repair and maintenance of the Well (not to exceed ~~one eighteen months~~ (1)(18) year/months), SID No. 192 shall be entitled, upon thirty (30) days advanced written notice, to terminate the easements granted herein.

Whether terminated under Section i or ii, above, the effective date of termination of the easements shall be referred to herein as the "Termination Date".

c. Permanent Easements. Easements identified as Exhibits [redacted] through [redacted] are permanent easements not subject to reversion or termination.

7. Reversion of Personal Property. ~~Upon the Termination Date, a~~ All personal property located in the Well House on and not removed prior to the Termination Date ~~the Termination Date,~~ whether or not conveyed by the Bill of Sale hereunder, shall revert to and transfer to SID No. 192 upon the Termination Date.

8. Maintenance. SID No. 192 and SID No. 158 acknowledge that the Well House is located on Lot 64, Tiburon South, and that ownership of Lot 64 shall not be conveyed by or pursuant to this Agreement. Furthermore, SID No. 192 and SID No. 158 acknowledge that the Well House is connected to a gazebo and feeding area which shall continue to be owned by SID No. 192. SID No. 158 shall be charged with the responsibility for maintaining the Well House and SID No. 192 shall retain the responsibility for maintaining the gazebo and all other portions of Lot 64.

With respect to painting, roofing, or other exterior maintenance of the Well House or the gazebo, SID No. 192 and SID No. 158 acknowledge and agree that there are economic reasons to coordinate repair and construction and to maintain uniform appearance and condition of these improvements. In the event that SID No. 192 or SID No. 158 desire to perform painting or exterior maintenance on the gazebo or the Well House, the parties shall meet and shall reasonably cooperate to coordinate repair.

SID No. 158 acknowledges that the appearance of the Well House is to be maintained in an appropriate and aesthetically pleasing fashion. In the event that SID No. 192 determines that SID No. 158 does not maintain the Well House to appropriate standards, SID No. 192 may provide SID No. 158 a thirty (30) day notice stating that SID No. 192's intent to perform maintenance on the Well House ("Maintenance Notice). After the expiration of the Maintenance Notice, SID No. 192 may directly engage maintenance and repair of the Well House and charge such expense to SID No. 158. Any repairs performed under any Maintenance Notice shall be reasonable and appropriate and consistent with the present condition and appearance of the Well House.

SID 192 shall be entitled to the reasonable, de minimis use of the 120 volt electrical outlet external to the Well House, without charge to SID 192, for occasional use by SID 192 and its residents for recreational and maintenance activities.

9. Insurance. SID No. 158 shall insure the Well House and the contents thereof, and shall maintain general liability insurance with respect to the operation of the SID No. 158 water system. SID No. 192 shall insure the remainder of Lot 64. The parties shall, if appropriate, coordinate use of the same insurance agent and insurer to coordinate insurance responsibilities and liability in the event of a loss.

10. Regulatory Compliance. SID No. 158 shall be charged with the responsibility for complying with all federal, state and local laws with respect to the operation and maintenance of the Well. SID No. 158 shall indemnify and hold harmless SID No. 192 with respect to fines, penalties or assessments or any other liabilities associated with the operation of the Well. SID No. 158, not later than three (3) months following the Termination Date, shall close the Well to the satisfaction of the governing n federal, state and local environmental and water standards.

11. Limitation and Further Development. SID No. 158 agrees that, for the duration of this Agreement, SID No. 158 shall not construct any additional above-ground improvements Water tanks, reservoir or water storage facilities, except as contemplated by this Agreement, within the boundaries of SID No. 192. SID No. 158 agrees not to extend the height of the Well House by more than five (5) feet or to construct any exterior paint or water tower on the Well House.

12. Purpose of Agreement and Timing of Work. It is the mutual desire of the parties that the improvements contemplated herein shall be complete by [REDACTED] 2014. Accordingly, the parties agree to cooperate with each other to make reasonable good faith efforts to perform the obligations set forth herein in a timely manner.

13. Closing. All agreements and documents contemplated herein shall be executed within thirty (30) days of the execution hereof.

14. Records. SID No. 158 shall maintain all records of the construction contemplated herein and SID No. 192 shall be entitled to review such records at any time to ensure that such records are accurate.

15. Appointment of Administrator. Thompson Dreessen & Dorner shall administer the contract on behalf of SID No. 158 and SID No. 192.

16. Entire Agreement. This instrument, together with attachments hereto, shall constitute the entire agreement of the parties interest and be binding upon its successors and assigns of the respective parties. No amendments, deletions or additions shall be made to this Agreement except in

writing signed by the parties hereto. The laws of the State of Nebraska shall govern the terms and performance of this Agreement. Time is of the essence.

**IN WITNESS WHEREOF**, the Parties have executed this Interlocal Cooperation Agreement as of the date first written above.

**Attest:**

**SANITARY AND IMPROVEMENT DISTRICT NO. 192, SARPY COUNTY, NEBRASKA**, a Nebraska municipality (“SID No. 192”):

By: \_\_\_\_\_  
Timothy Goodman, Clerk

By: \_\_\_\_\_  
Lee Harrow, Chairman

**Attest:**

**SANITARY AND IMPROVEMENT DISTRICT NO. 158, SARPY COUNTY, NEBRASKA**, a Nebraska municipality (“SID No. 192”):

By: \_\_\_\_\_  
\_\_\_\_\_, Clerk

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

Exhibit "A"  
Legal Description

DRAFT

Exhibit "B"  
Fees and Costs

DRAFT

Exhibit "C"

DRAFT

Exhibit "D"

DRAFT

SANITARY AND IMPROVEMENT DISTRICT  
CLOSING BALANCES OF

JUN 2014

|                  | GENERAL<br>BALANCE | GENERAL<br>INVESTMENTS | BOND<br>BALANCE | BOND<br>INVESTMENTS | TOTAL        |
|------------------|--------------------|------------------------|-----------------|---------------------|--------------|
| SID 111          | 19,447.90          | 0.00                   | 42,845.51       | 0.00                | 62,293.41    |
| SID 130          | 23,534.55          | 0.00                   | 0.00            | 0.00                | 23,534.55    |
| SID 133          | 87,271.35          | 0.00                   | 40,377.84       | 129,976.74          | 257,625.93   |
| SID 137          | 35,612.86          | 0.00                   | 282,191.63      | 0.00                | 317,804.49   |
| SID 143          | 326,890.07         | 0.00                   | 323,064.81      | 0.00                | 649,954.88   |
| SID 147 <b>R</b> | 11,819.77          | 0.00                   | 91,483.09       | 0.00                | 103,302.86   |
| SID 151          | 18,179.69          | 0.00                   | 14,563.80       | 34,993.74           | 67,737.23    |
| SID 156          | 95,032.67          | 0.00                   | 269,745.10      | 0.00                | 364,777.77   |
| SID 158          | 37,559.31          | 0.00                   | 1,540,426.29    | 0.00                | 1,577,985.60 |
| SID 158 USE FEE  | 13,459.57          | 0.00                   | 0.00            | 0.00                | 13,459.57    |
| SID 162          | 135,664.94         | 0.00                   | 508,076.82      | 0.00                | 643,741.76   |
| SID 163          | 21,375.76          | 0.00                   | 30,376.10       | 134,974.65          | 186,726.51   |



| Account Number | Due Date     | Total Amount Due |
|----------------|--------------|------------------|
| 2097155308     | Jul 29, 2014 | \$592.90         |

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

Customer Name: SID 158 SARPY  
Statement Date: July 9, 2014

**Billing Information for service address: 17504 CORNHUSKER RD, WELL 5 OMAHA NE**

| Rate                          | Billing Period |        | Meter Number | Meter Reading |                  |            |            | Usage |      |
|-------------------------------|----------------|--------|--------------|---------------|------------------|------------|------------|-------|------|
|                               | From           | To     |              | Previous      | Present          | Difference | Multiplier | kWh   |      |
| General Service<br>Non-Demand | 6-5-14         | 7-7-14 | 8091223      | 380132        | 383218<br>Actual | 3086       | 1          | kWh   | 3086 |

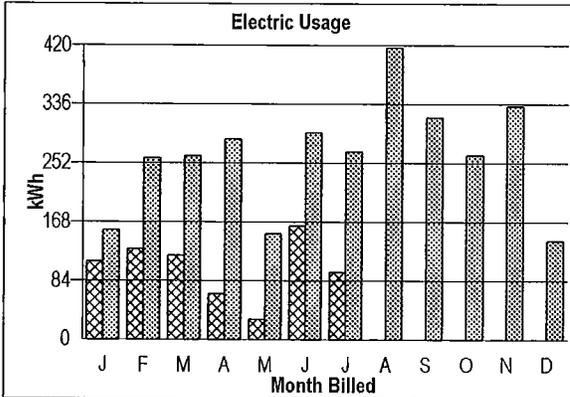
**Your Electric Usage Profile**

| Billing Period                           | Billing Days | kWh Use | Avg. kWh per day | Avg Temp |     |
|--|--------------|---------|------------------|----------|-----|
|  |              |         |                  | High     | Low |
| 2014 <input checked="" type="checkbox"/> | 32           | 3086    | 96               | 83       | 63  |
| 2013 <input checked="" type="checkbox"/> | 32           | 8566    | 267              | 85       | 64  |

|                                     |                 |
|-------------------------------------|-----------------|
| Basic Service                       | 13.00           |
| kWh Usage                           | 314.52          |
| Fuel And Purchased Power Adjustment | 6.63            |
| Sales Tax                           | 18.38           |
| <b>Total Charges</b>                | <b>\$352.53</b> |
| Previous Balance                    | 557.92          |
| Payments Received: 06/13/14         | 317.55CR        |
| <b>Total Amount Due</b>             | <b>\$592.90</b> |

Late Payment Charge of \$14.10 applies after due date.

Your average daily electric cost was: \$11.02



1

Please return this portion with payment

Four ways to curb energy use: schedule check-up of your cooling equipment, set thermostat as high as possible, use ceiling fans and seal cracks.

Statement Date: July 9, 2014

| Account Number | Due Date     | Total Amount Due |
|----------------|--------------|------------------|
| 2097155308     | Jul 29, 2014 | \$592.90         |

Late Payment Charge of \$14.10 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) 339-9550

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



SID 158  
C/O ADAMS & SULLIVAN P.C. LLO  
1246 GOLDEN GATE DR STE 1  
PAPILLION NE 68046-2843

PO BOX 3995  
OMAHA NE 68103-0995





| Account Number | Due Date     | Total Amount Due |
|----------------|--------------|------------------|
| 9063100050     | Jul 29, 2014 | \$13,139.93      |

Customer Name: SID 158 SARPY  
Statement Date: July 9, 2014

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

| Service Address                      | Rate                       | Billing Period |        | Usage               |                   |                |
|--------------------------------------|----------------------------|----------------|--------|---------------------|-------------------|----------------|
|                                      |                            | From           | To     | Kilowatt-hours used | Billing Demand/kW | Current Amount |
| 10302 S 168 ST, LFT1 OMAHA NE        | General Service Non-Demand | 6-5-14         | 7-7-14 | 1862                | kWh               | \$221.78       |
| 10302 S 168 ST, LFT2 OMAHA NE        | General Service Non-Demand | 6-5-14         | 7-7-14 | 271                 | kWh               | \$45.14        |
| 10302 S 168 ST, POOL OMAHA NE        | General Service Non-Demand | 6-5-14         | 7-7-14 | 7665                | kWh               | \$841.66       |
| 10309 S 180 ST, WELL OMAHA NE        | General Service Demand     | 6-5-14         | 7-7-14 | 13500               | kWh 35.00         | \$1,181.07     |
| 10507 S 179 AVE, LIFT OMAHA NE       | General Service Non-Demand | 6-5-14         | 7-7-14 | 2717                | kWh               | \$313.11       |
| 16800 CORNHUSKER RD, STLT OMAHA NE   | Street Light Method 61     | N/A            | N/A    |                     |                   | \$1,828.56     |
| 17201 CORNHUSKER RD, WELL 1 OMAHA NE | General Service Non-Demand | 6-5-14         | 7-7-14 | 2886                | kWh               | \$331.16       |
| 17419 RIVIERA DR, LFT2 OMAHA NE      | General Service Non-Demand | 6-5-14         | 7-7-14 | 87                  | kWh               | \$23.81        |
| 17505 RIVIERA DR, WELL OMAHA NE      | General Service Non-Demand | 6-5-14         | 7-7-14 | 641                 | kWh               | \$88.07        |
| 17640 PRESTWICK AVE, LIFT OMAHA NE   | General Service Non-Demand | 6-5-14         | 7-7-14 | 426                 | kWh               | \$63.13        |
| 17710 PINEHURST AVE, SIGN OMAHA NE   | General Service Non-Demand | 6-5-14         | 7-7-14 | 3                   | kWh               | \$17.45        |
| 18000 CORNHUSKER RD, LIFT OMAHA NE   | General Service Non-Demand | 6-5-14         | 7-7-14 | 301                 | kWh               | \$48.64        |
| 9494 S 175 CIR, LIFT OMAHA NE        | General Service Non-Demand | 6-5-14         | 7-7-14 | 12                  | kWh               | \$17.47        |
| 9818 S 175 CIR, SIREN OMAHA NE       | General Service Non-Demand | N/A            | N/A    |                     |                   | \$17.44        |

2 Please return this portion with payment

Four ways to curb energy use: schedule check-up of your cooling equipment, set thermostat as high as possible, use ceiling fans and seal cracks.

Statement Date: July 9, 2014

| Account Number | Due Date     | Total Amount Due |
|----------------|--------------|------------------|
| 9063100050     | Jul 29, 2014 | \$13,139.93      |

Late Payment Charge of \$277.78 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) 339-9550

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

  
 SID 158 SARPY  
 C/O ADAMS & SULLIVAN P.C. LLO  
 1246 GOLDEN GATE DR STE 1  
 PAPHILLION NE 68046-2843

PO BOX 3065  
OMAHA NE 68103-0065





| Account Number | Due Date     | Total Amount Due |
|----------------|--------------|------------------|
| 9063100050     | Jul 29, 2014 | \$13,139.93      |

Customer Name: SID 158 SARPY  
Statement Date: July 9, 2014

| Service Address        | Rate                   | Billing Period |     | Usage               |                   |                |
|------------------------|------------------------|----------------|-----|---------------------|-------------------|----------------|
|                        |                        | From           | To  | Kilowatt-hours used | Billing Demand/kW | Current Amount |
| 9902 S 172 ST OMAHA NE | Street Light Method 61 | N/A            | N/A |                     |                   | \$1,905.63     |

|                             |                    |
|-----------------------------|--------------------|
| Total Charges               | \$6,944.12         |
| Previous Balance            | 11,547.32          |
| Payments Received: 06/13/14 | 5,351.51CR         |
| <b>Total Amount Due</b>     | <b>\$13,139.93</b> |

Late Payment Charge of \$277.78 applies after due date.



| Account Number | Due Date     | Total Amount Due |
|----------------|--------------|------------------|
| 9063100050     | Jul 29, 2014 | \$13,139.93      |

Customer Name: SID 158 SARPY  
Statement Date: July 9, 2014

**Billing Information for service address: 10302 S 168 ST, LFT2 OMAHA NE**

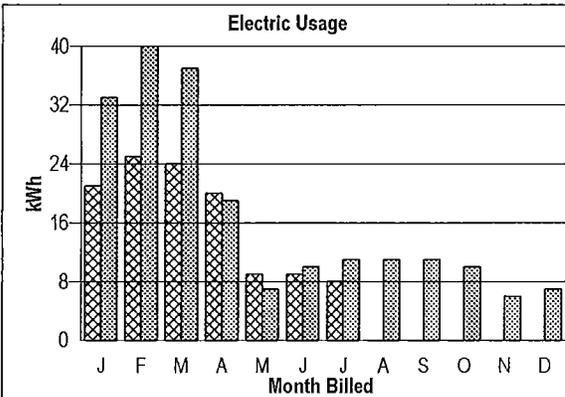
| Rate                          | Billing Period |        | Meter Number | Meter Reading |                 |            |            | Usage |     |
|-------------------------------|----------------|--------|--------------|---------------|-----------------|------------|------------|-------|-----|
|                               | From           | To     |              | Previous      | Present         | Difference | Multiplier | kWh   |     |
| General Service<br>Non-Demand | 6-5-14         | 7-7-14 | 7249880      | 39886         | 40157<br>Actual | 271        | 1          | kWh   | 271 |

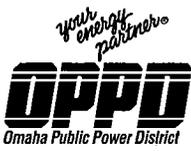
**Your Electric Usage Profile**

| Billing Period | Billing Days | kWh Use | Avg. kWh per day | Avg Temp |     |
|----------------|--------------|---------|------------------|----------|-----|
|                |              |         |                  | High     | Low |
| 2014 ☒         | 32           | 271     | 8                | 83       | 63  |
| 2013 ☒         | 32           | 344     | 10               | 85       | 64  |

|                                     |                |
|-------------------------------------|----------------|
| Basic Service                       | 13.00          |
| kWh Usage                           | 29.21          |
| Fuel And Purchased Power Adjustment | 0.58           |
| Sales Tax                           | 2.35           |
| <b>Total Charges</b>                | <b>\$45.14</b> |

Your average daily electric cost was: \$1.41





| Account Number | Due Date     | Total Amount Due |
|----------------|--------------|------------------|
| 9063100050     | Jul 29, 2014 | \$13,139.93      |

Customer Name: SID 158 SARPY  
Statement Date: July 9, 2014

**Billing Information for service address: 10309 S 180 ST, WELL OMAHA NE**

| Rate                   | Billing Period |        | Meter Number | Meter Reading |               |            |            | Usage |       |
|------------------------|----------------|--------|--------------|---------------|---------------|------------|------------|-------|-------|
|                        | From           | To     |              | Previous      | Present       | Difference | Multiplier |       |       |
| General Service Demand | 6-5-14         | 7-7-14 | 8091421      | 698213        | 711713 Actual | 13500      | 1          | kWh   | 13500 |
| Billing Demand         |                |        |              |               |               |            |            | KW    | 35.00 |

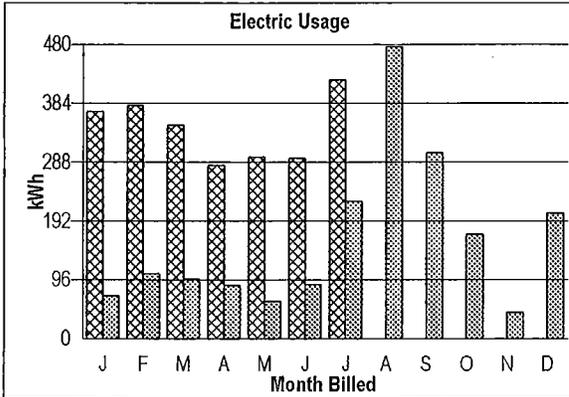
**Your Electric Usage Profile**

| Billing Period | Billing Days | kWh Use | Avg. kWh per day | Avg Temp |     |
|----------------|--------------|---------|------------------|----------|-----|
|                |              |         |                  | High     | Low |
| 2014 ☒         | 32           | 13500   | 421              | 83       | 63  |
| 2013 ☒         | 32           | 7181    | 224              | 85       | 64  |

Actual Demands 34.89KW 0.00KVA 100.00%PF

|                                     |                   |
|-------------------------------------|-------------------|
| Basic Service                       | 18.62             |
| Demand Revenue                      | 181.30            |
| kWh Usage                           | 890.55            |
| Fuel And Purchased Power Adjustment | 29.03             |
| Sales Tax                           | 61.57             |
| <b>Total Charges</b>                | <b>\$1,181.07</b> |

Your average daily electric cost was: \$36.91





| Account Number | Due Date     | Total Amount Due |
|----------------|--------------|------------------|
| 9063100050     | Jul 29, 2014 | \$13,139.93      |

Customer Name: SID 158 SARPY  
Statement Date: July 9, 2014

**Billing Information for service address: 16800 CORNHUSKER RD, STLT OMAHA NE**

**Billing Period From 06-09-2014 To 07-09-2014 @30 Days**

| Rate | Summary Usage  |                                     |                          |
|------|----------------|-------------------------------------|--------------------------|
|      | Current Amount | Fuel and Purchased Power Adjustment | Subtotal Amount per Rate |
| SL61 | \$1,724.42     | \$8.81                              | \$1,828.56               |

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

|               |            |
|---------------|------------|
| Sales Tax     | 95.33      |
| Total Charges | \$1,828.56 |



| Account Number | Due Date     | Total Amount Due |
|----------------|--------------|------------------|
| 9063100050     | Jul 29, 2014 | \$13,139.93      |

Customer Name: SID 158 SARPY  
Statement Date: July 9, 2014

**Billing Information for service address: 17201 CORNHUSKER RD, WELL 1 OMAHA NE**

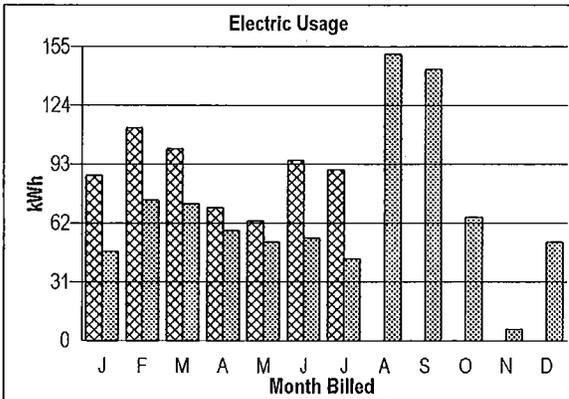
| Rate                          | Billing Period |        | Meter Number | Meter Reading |                  |            |            | Usage |      |
|-------------------------------|----------------|--------|--------------|---------------|------------------|------------|------------|-------|------|
|                               | From           | To     |              | Previous      | Present          | Difference | Multiplier |       |      |
| General Service<br>Non-Demand | 6-5-14         | 7-7-14 | 8091408      | 244604        | 247490<br>Actual | 2886       | 1          | kWh   | 2886 |

**Your Electric Usage Profile**

| Billing Period | Billing Days | kWh Use | Avg. kWh per day | Avg Temp |     |
|----------------|--------------|---------|------------------|----------|-----|
|                |              |         |                  | High     | Low |
| 2014 ☒         | 32           | 2886    | 90               | 83       | 63  |
| 2013 ☑         | 32           | 1361    | 42               | 85       | 64  |

|                                     |                 |
|-------------------------------------|-----------------|
| Basic Service                       | 13.00           |
| kWh Usage                           | 294.70          |
| Fuel And Purchased Power Adjustment | 6.20            |
| Sales Tax                           | 17.26           |
| <b>Total Charges</b>                | <b>\$331.16</b> |

Your average daily electric cost was: \$10.35





| Account Number | Due Date     | Total Amount Due |
|----------------|--------------|------------------|
| 9063100050     | Jul 29, 2014 | \$13,139.93      |

Customer Name: SID 158 SARPY  
Statement Date: July 9, 2014

**Billing Information for service address: 17505 RIVIERA DR, WELL OMAHA NE**

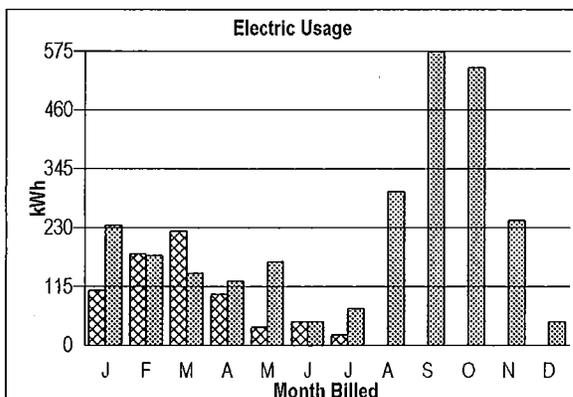
| Rate                          | Billing Period |        | Meter Number | Meter Reading |                  |            |            | Usage |     |
|-------------------------------|----------------|--------|--------------|---------------|------------------|------------|------------|-------|-----|
|                               | From           | To     |              | Previous      | Present          | Difference | Multiplier | kWh   |     |
| General Service<br>Non-Demand | 6-5-14         | 7-7-14 | 8292176      | 558898        | 559539<br>Actual | 641        | 1          | kWh   | 641 |

**Your Electric Usage Profile**

| Billing Period | Billing Days | kWh Use | Avg. kWh per day | Avg Temp |     |
|----------------|--------------|---------|------------------|----------|-----|
|                |              |         |                  | High     | Low |
| 2014 ☒         | 32           | 641     | 20               | 83       | 63  |
| 2013 ☒         | 32           | 2316    | 72               | 85       | 64  |

|                                     |                |
|-------------------------------------|----------------|
| Basic Service                       | 13.00          |
| kWh Usage                           | 69.10          |
| Fuel And Purchased Power Adjustment | 1.38           |
| Sales Tax                           | 4.59           |
| <b>Total Charges</b>                | <b>\$88.07</b> |

Your average daily electric cost was: **\$2.75**





| Account Number | Due Date     | Total Amount Due |
|----------------|--------------|------------------|
| 9063100050     | Jul 29, 2014 | \$13,139.93      |

Customer Name: SID 158 SARPY  
Statement Date: July 9, 2014

**Billing Information for service address: 17710 PINEHURST AVE, SIGN OMAHA NE**

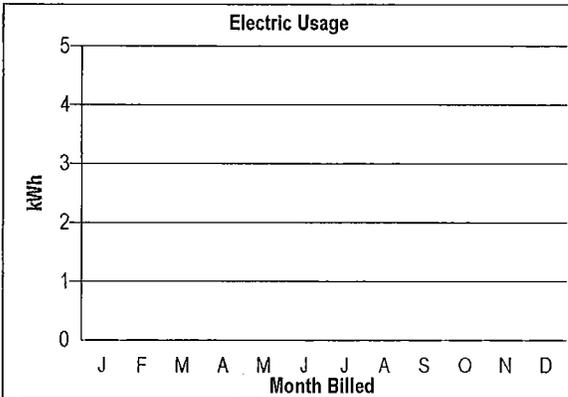
| Rate                          | Billing Period |        | Meter Number | Meter Reading |               |            |            | Usage |   |
|-------------------------------|----------------|--------|--------------|---------------|---------------|------------|------------|-------|---|
|                               | From           | To     |              | Previous      | Present       | Difference | Multiplier | kWh   |   |
| General Service<br>Non-Demand | 6-5-14         | 7-7-14 | 5679622      | 139           | 142<br>Actual | 3          | 1          | kWh   | 3 |

**Your Electric Usage Profile**

| Billing Period | Billing Days | kWh Use | Avg. kWh per day | Avg Temp |     |
|----------------|--------------|---------|------------------|----------|-----|
|                |              |         |                  | High     | Low |
| 2014 ☒         | 32           | 3       | 0                | 83       | 63  |
| 2013 ☒         | 32           | 9       | 0                | 85       | 64  |

|                                     |                |
|-------------------------------------|----------------|
| Basic Service                       | 13.00          |
| kWh Usage                           | 0.32           |
| Fuel And Purchased Power Adjustment | 0.01           |
| Minimum Charge                      | 3.21           |
| Sales Tax                           | 0.91           |
| <b>Total Charges</b>                | <b>\$17.45</b> |

Your average daily electric cost was: \$0.55





| Account Number | Due Date     | Total Amount Due |
|----------------|--------------|------------------|
| 9063100050     | Jul 29, 2014 | \$13,139.93      |

Customer Name: SID 158 SАРY  
Statement Date: July 9, 2014

**Billing Information for service address: 9494 S 175 CIR, LIFT OMAHA NE**

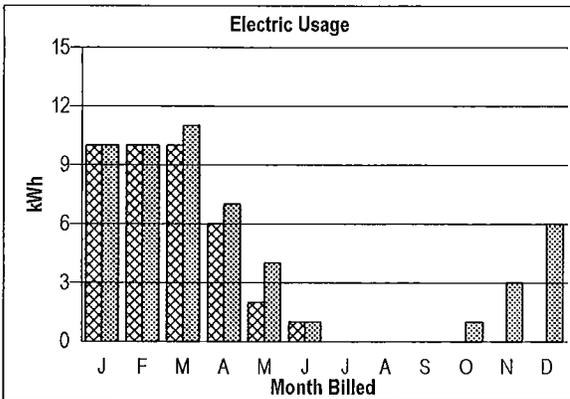
| Rate                          | Billing Period |        | Meter Number | Meter Reading |                |            |            | Usage |    |
|-------------------------------|----------------|--------|--------------|---------------|----------------|------------|------------|-------|----|
|                               | From           | To     |              | Previous      | Present        | Difference | Multiplier |       |    |
| General Service<br>Non-Demand | 6-5-14         | 7-7-14 | 6841830      | 7868          | 7880<br>Actual | 12         | 1          | kWh   | 12 |

**Your Electric Usage Profile**

| Billing Period | Billing Days | kWh Use | Avg. kWh per day | Avg Temp |     |
|----------------|--------------|---------|------------------|----------|-----|
|                |              |         |                  | High     | Low |
| 2014 ☒         | 32           | 12      | 0                | 83       | 63  |
| 2013 ☒         | 32           | 11      | 0                | 85       | 64  |

|                                     |                |
|-------------------------------------|----------------|
| Basic Service                       | 13.00          |
| kWh Usage                           | 1.29           |
| Fuel And Purchased Power Adjustment | 0.03           |
| Minimum Charge                      | 2.24           |
| Sales Tax                           | 0.91           |
| <b>Total Charges</b>                | <b>\$17.47</b> |

Your average daily electric cost was: \$0.55





| Account Number | Due Date     | Total Amount Due |
|----------------|--------------|------------------|
| 9063100050     | Jul 29, 2014 | \$13,139.93      |

Customer Name: SID 158 SARPY  
Statement Date: July 9, 2014

Billing Information for service address: 9902 S 172 ST OMAHA NE

Billing Period From 06-09-2014 To 07-09-2014 @30 Days

| Rate | Summary Usage  |                                     |                          |
|------|----------------|-------------------------------------|--------------------------|
|      | Current Amount | Fuel and Purchased Power Adjustment | Subtotal Amount per Rate |
| SL61 | \$1,797.12     | \$9.16                              | \$1,905.63               |

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

|               |                   |
|---------------|-------------------|
| Sales Tax     | 99.35             |
| Total Charges | <u>\$1,905.63</u> |



PO BOX 6001  
RAPID CITY SD 57709-6001



Scan to Pay Now

Account Number: 0867 6626 56  
Service For: SARPY SID 158

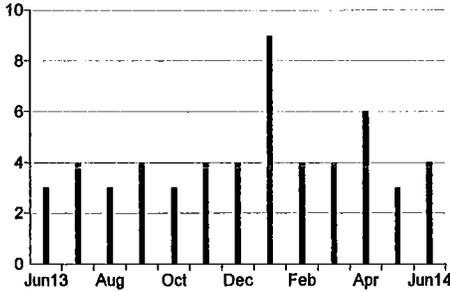


Billing Date: Jun 26, 2014

|                                      |                |
|--------------------------------------|----------------|
| Balance Forward                      | 50.35          |
| Current Month Charges - Due 07/16/14 | 25.16          |
| <b>Total This Bill</b>               | <b>\$75.51</b> |

Customer Service: 1-888-890-5554 | 24-Hour Emergency: 1-800-694-8989 | Email: [custserv@blackhillscorp.com](mailto:custserv@blackhillscorp.com) | [www.blackhillsenergy.com](http://www.blackhillsenergy.com)

Your gas use at a glance (in Therms)  
for 10515 S 176 ST  
Meter NGM916861



|            | Days | Therms/Day | Cost/Day |
|------------|------|------------|----------|
| This Month | 28   | .14        | \$0.87   |
| Last Month | 30   | .10        | \$0.79   |
| Last Year  | 29   | .10        | \$0.76   |

Your Account Summary (see following pages for details)

|                        |                    |
|------------------------|--------------------|
| Previous Bill Total    | \$77.91            |
| Payments               | THANK YOU 27.56 CR |
| <b>Balance Forward</b> | <b>50.35</b>       |
| Current Month Charges: |                    |
| Gas Service            | 24.38              |
| Fees/Adjustments       | 0.78               |
| <b>Total This Bill</b> | <b>\$75.51</b>     |

If you smell natural gas, leave the premises immediately and call Black Hills Energy at 1-800-694-8989 or call 911.

A total of \$76.27 is due if full payment is not received by 07/16/2014.

Your account contains a balance forward that must be paid immediately to stop collection activity.

Black Hills Cares helps eligible customers meet energy needs through voluntary tax-deductible donations. To give, please mark your payment stub with the monthly amount you wish to be billed, or donate when it's convenient for you. BHE matches your donation. Visit our website to learn more.

< Detach here and return the bottom portion with your payment >



PO BOX 6001  
RAPID CITY SD 57709-6001

10668

Account Number: 0867 6626 56

|   |                |
|---|----------------|
| Balance Forward                                   | 50.35          |
| Current Month Charges - Due 07/16/14              | 25.16          |
| <b>Total This Bill</b>                            | <b>\$75.51</b> |
| <b>Make checks payable to: Black Hills Energy</b> |                |
| <b>ENTER AMOUNT ENCLOSED:</b>                     |                |

For Black Hills Cares enrollment, select a monthly donation to be included in future bills or a one-time donation included with this payment:

\_\_\_\_\_ \$5 \_\_\_\_\_ \$10 \_\_\_\_\_ \$20 Other \$ \_\_\_\_\_ One-time \$ \_\_\_\_\_



SARPY SID 158  
11605 ARBOR ST STE 104  
OMAHA NE 68144-2982



BLACK HILLS ENERGY  
PO BOX 6001  
RAPID CITY SD 57709-6001



Save money.



Save time.



Save paper.

Use eBill for convenient, secure, paperless billing and online payments  
Sign up online today!

[www.blackhillsenergy.com](http://www.blackhillsenergy.com)

0867662656000000762700000075516305





**Details of Current Charges -- Gas Service for 17504 CORNHUSKER RD**

GAS SERVICE (NE051)

Meter Number: BHE139822

|         |          |      |
|---------|----------|------|
| Reading | 06/25/14 | 9196 |
| Reading | 05/28/14 | 9196 |
|         | 28 days  |      |

0 Hundred Cubic Feet (CCF)  
 x 1.1214 Gas Pressure Factor  
 x 1.0322 BTU Factor

**0 Total Billable Therms**

Your average daily usage was .00 Therms  
 Last year this period it was .28 Therms

**Billing Details for 05/28/14 - 06/25/14, 28 days.**

|                                      |                |
|--------------------------------------|----------------|
| Customer Charge                      | 18.50          |
| Base Rate 0 therms @ \$0.17245       | 0.00           |
| PGA 0 therms @ \$0.59382, 3/28 days  | 0.00           |
| PGA 0 therms @ \$0.58303, 25/28 days | 0.00           |
| State Regulatory Assessment          | 0.11           |
| Pipeline Replacement Charge          | 1.48           |
| State Sales Tax \$20.09 @ 5.5%       | 1.10           |
| <b>Total Charge this Service</b>     | <b>\$21.19</b> |

**Deposit Billing Summary:**

|                             |               |
|-----------------------------|---------------|
| Total deposit required      | 358.00        |
| Deposit on hand             | 358.00        |
| <b>Total deposit unpaid</b> | <b>\$0.00</b> |



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., Ste. 300; Sioux Falls, SD 57108  
 Office: 605/951-0886

SID #158 (TIBURON) SCN  
 MR. PATRICK SULLIVAN  
 ADAMS & SULLIVAN, P.C., L.L.O.  
 1246 GOLDEN GATE DRIVE  
 PAPIILLION, NE 68046

Invoice number 105199  
 Date 07/03/2014

Project 1592-103 SID #158 (TIBURON)  
 MISCELLANEOUS SERVICES, 2010-  
 CURRENT

Professional Services from May 19, 2014 through June 22, 2014

Prepare for and Attend S I D Meeting \$287.50

Prepared Sketches for 175th Circle  
 Improvements and 168th Street Pull-out  
 for Century Link Facilities 870.00

| Description                 | Current Billed  |
|-----------------------------|-----------------|
| <b>Engineering Services</b> | 1,157.50        |
| <b>Total</b>                | <b>1,157.50</b> |

Invoice total 1,157.50

**Aging Summary**

| Invoice Number | Invoice Date | Outstanding     | Current         | Over 30       | Over 60     | Over 90     | Over 120    |
|----------------|--------------|-----------------|-----------------|---------------|-------------|-------------|-------------|
| 104532         | 05/29/2014   | 552.50          |                 | 552.50        |             |             |             |
| 105199         | 07/03/2014   | 1,157.50        | 1,157.50        |               |             |             |             |
|                | <b>Total</b> | <b>1,710.00</b> | <b>1,157.50</b> | <b>552.50</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> |

*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.*

10203 South 152nd St  
Omaha, NE 68138



Office: 402-339-1229  
Fax: 402-285-7033

Contact@PremierWasteSolutions.com · www.PremierWasteSolutions.com

---

June 30, 2014

Adams & Sullivan, P.C., L.L.O.  
Clerk of the District  
SID #158  
1246 Golden Gate Drive, Suite 1  
Papillion, NE 68046

## Partial Payment Request

RE: Solid Waste Collection & Disposal Services

Month: June 2014

568 houses (including park) x \$9.73 = \$5,526.64

**Total: \$5,526.64**

\*\*\*\*\* I N V O I C E \*\*\*\*\*

Providence Group, Inc.  
 8505 Makaha Court  
 Papillion, NE 68046-5616

Invoice No. 140176                      07-03-14  
 Customer No. TIB

SID 158 TIBURON  
 c/o ADAMS & SULLIVAN, PC, LLO  
 1246 GOLDEN GATE DRIVE, #1  
 PAPIILLION, NE 68046  
 Attn. JENNIFER FETT

Terms: 18% APR interest rate applies to unpaid balances after 31 days, 08-03-14

| Quant | Item No. | Item Description   | Unit Price | Extension  |
|-------|----------|--|------------|------------|
| 1     |          | LIFT STA.#1 (IN FAIRWAY) NAT.GAS 30KW GENERATOR                            | 17000.00   | \$17000.00 |
|       |          | -----> Note: RE: 11/23/13 EMAIL AND APPROVAL AT DEC. 2013 TRUSTEE MEETING. |            |            |

Subtotal                      \$17,000.00  
 \*Sales Tax: NOT APPLICABLE                      .00  
 TOTAL AMOUNT DUE                      \$17,000.00

>>> Please submit your payment with the top part of this invoice <<<                      =====

\*\*\*\*\* I N V O I C E \*\*\*\*\*

Providence Group, Inc.  
 8505 Makaha Court  
 Papillion, NE 68046-5616

Invoice No. 140169      07-01-14  
 Customer No. TIB

SID 158 TIBURON  
 c/o ADAMS & SULLIVAN, PC, LLO  
 1246 GOLDEN GATE DRIVE, #1  
 PAPIILLION, NE 68046  
 Attn. JENNIFER FETT

Terms: 18% APR interest rate applies to unpaid balances after 31 days, 08-01-14

| Quant | Item No. | Item Description                             | Unit Price | Extension |
|-------|----------|--|------------|-----------|
| 6     | LS158    | LAST MONTH LIFT STATION STANDARD MAINTENANCE | 300.00     | \$1800.00 |
| 48    | HRS      | EXTRAORDINARY SERVICES                       | 54.00      | 2592.00   |
| 1     |          | MATERIALS & SUPPLIES:                        | .00        | .00       |
| 6     | VDOUT    | VERIZON DIALOUT ALARM SERVICE                | 26.00      | 156.00    |
| 1     | MS15     | M&S @ COST PLUS 15%:                         | 449.63     | 449.63    |

-----> Note: LIFT STATION NON-STD ACTIVITIES: LS1: ADJUST FLOATS,  
 CONNECTOR FOR GENERATOR. LS2:SERIOUS STORM WATER  
 INFILTRATION PROBLEMS CAUSING HIGH AMP SHUTOFFS AT BOTH  
 180TH & CORNHUSKER AND LS2 ON PRESTWICK...SOLUTIONS BEING  
 INVESTIGATED WITH KERSTEN CONST. AND JC ELEC. CO. LS10  
 LAKESIDE MECHANICAL SEAL, SENSOR AND SENSAPHONE  
 FAILURES..PUMP2 DOWN W VAC PUMP FAILURE. LS1 IN FAIRWAY HAS  
 PRIMING PROBLEMS.

Subtotal      \$4,997.63  
 \*Sales Tax: NOT APPLICABLE      .00  
 TOTAL AMOUNT DUE      \$4,997.63

>>> Please submit your payment with the top part of this invoice <<<      =====



Public Health  
Environmental Lab

TIB

Nebraska Public Health Environmental Laboratory  
3701 South 14th Street  
Lincoln, NE 68502  
(402) 471-2122  
(402) 471-2080 (fax)

NE3120787 - SARPY CO SID #158 - TIBURON GOLF COURSE  
GERALD GUTOSKI  
8505 MAKAHA CR  
PAPILLION, NE 68046

ANALYTICAL RESULTS QUALIFIERS

Workorder: Profile: Routine, Routine

Lab ID: 304340 Date Received: 6/10/2014 Matrix: Water  
Sample ID: 304340 Date Collected: 6/9/2014 13:57  
Sampled By: SYSLO, D Date Reported: 6/11/2014  
Location: Z2 SE 9963 S 171ST

| Parameters                             | Results  | Units      | Qual | Report Limit | MCL | Analyzed  | Bv  |
|--|--|------------|------|--------------|-----|-----------|-----|
| Analytical Method: SM 9223B - Colilert |  |            |      |              |     |           |     |
| Total Coliform                         | Total coliform absent, meets bacteriological standards | cfu/100 ml |      | 0            |     | 6/11/2014 | TSW |
| E.coli                                 | E. coli absent   | cfu/100 ml |      | 0            |     | 6/11/2014 | TSW |



Public Health  
Environmental Lab

TIB

Nebraska Public Health Environmental Laboratory  
3701 South 14th Street  
Lincoln, NE 68502  
(402) 471-2122  
(402) 471-2080 (fax)

NE3120787 - SARPY CO SID #158 - TIBURON GOLF COURSE  
GERALD GUTOSKI  
8505 MAKAHA CR  
PAPILLION, NE 68046

ANALYTICAL RESULTS QUALIFIERS

Workorder: Profile: Routine, Routine

Lab ID: 304339 Date Received: 6/10/2014 Matrix: Water  
Sample ID: 304339 Date Collected: 6/9/2014 14:15  
Sampled By: SYSLO, D Date Reported: 6/11/2014  
Location: Z1 SE 9508 S 179TH

| Parameters                             | Results  | Units      | Qual | Report Limit | MCL | Analyzed  | Bv  |
|--|--|------------|------|--------------|-----|-----------|-----|
| Analytical Method: SM 9223B - Colilert |  |            |      |              |     |           |     |
| Total Coliform                         | Total coliform absent, meets bacteriological standards | cfu/100 ml |      | 0            |     | 6/11/2014 | TSW |
| E.coli                                 | E. coli absent   | cfu/100 ml |      | 0            |     | 6/11/2014 | TSW |

TIBURON COMMUNITY WELL WATER PERIODIC REPORT  
 for the period: 06,2014

Generated: 06/30/2014  
 THIS PERIOD      LAST PERIOD

|                                       | THIS PERIOD | LAST PERIOD |
|---------------------------------------|-------------|-------------|
| WELL#1 (CORNHUSKER) KGALS USAGE..     | 1391        | 1305        |
| WELL#2 (176TH ST) KGALS USAGE....     | 243         | 621         |
| WELL#3 (FAIRWAY) KGALS USAGE.....     | 2215        | 3039        |
| WELL#4 (180TH ST) KGALS USAGE....     | 8038        | 4852        |
| WELL#5 (CORNHUSKER) KGALS USAGE....   | 1721        | 2621        |
| WELL#1 (CORNHUSKER) GENERATOR HRS.    | N/A         | N/A         |
| WELL#2 (176TH ST) GENERATOR HRS.      | .9          | 1.3         |
| WELL#3 (FAIRWAY) GENERATOR HRS.       | 1.7         | 2.7         |
| WELL#4 (180TH ST) GENERATOR HRS.      | 1.33        | 1.81        |
| WELL#5 (CORNHUSKER) GENERATOR HRS.    | N/A         | N/A         |
| WELL#1 DRAWDOWN FEET.....             | 22          | 22          |
| WELL#1 VFD PUMP STARTS.....           | 791         | 746         |
| WELL#2 DRAWDOWN FEET.....             | 9           | 7           |
| WELL#2 VFD PUMP STARTS.....           | 36          | 75          |
| WELL#3 DRAWDOWN FEET.....             | 10          | 16          |
| WELL#3 VFD PUMP STARTS.....           | 9           | 18          |
| WELL#4 DRAWDOWN FEET.....             | 15          | 25          |
| WELL#4 VFD PUMP STARTS.....           | 599         | 791         |
| WELL#5 DRAWDOWN FEET.....             | 17          | 4           |
| WELL#5 VFD PUMP STARTS.....           | 615         | 1308        |
| EAST BULK METER KGAL USAGE .....      | 756         | 174         |
| WEST BULK METER KGAL USAGE .....      | 0           | -97         |
| E+W SID158 BULK METER KGAL USAGE ...  | 756         | 77          |
| CAR WASH METER KGAL USAGE .....       | 86          | 113         |
| STRIPMALL SPRINKLER METER KGAL USAGE  | 0           | 0           |
| STRIPMALL REGULAR METER KGAL USAGE .. | 37          | 32          |
| KUM & GO TOP METER KGAL USAGE .....   | 186         | 160         |
| KUM & GO BOTTOM METER KGAL USAGE .... | 27          | 27          |
| <br>                                  |             |             |
| TOTAL WATER KGAL USAGE THIS MONTH     | 13620       | 12431       |
| TOTAL WATER KGAL USAGE PER DAY...     | 454         | 401         |

=====

SID192 TIBURON SOUTH COMMUNITY WELL WATER PERIODIC REPORT  
 for the period: 06,2014

Generated: 06/30/2014  
 THIS PERIOD      LAST PERIOD

|                                      | THIS PERIOD | LAST PERIOD |
|--------------------------------------|-------------|-------------|
| WELL#3 (FAIRWAY) KGALS USAGE.....    | 2215        | 3039        |
| WELL#3 (FAIRWAY) GENERATOR HRS...    | 1.7         | 2.7         |
| WELL#3 DRAWDOWN FEET.....            | 10          | 16          |
| HYDRANT A8 KGALLON OVERFLOW .....    | 308.9       | 753.3       |
| E+W SID158 BULK METER KGAL USAGE ... | 756         | 77          |
| WELL#3 NET KGALLONS .....            | 1906.1      |             |
| SID192 GRACE WATER @ 121 meters....  | 15752.8926  |             |

\*\*\*\*\* I N V O I C E \*\*\*\*\*

FIELD R & D  
 8505 Makaha Circle  
 Papillion, NE 68046-5616

Invoice No. 140173      07-01-14  
 Customer No. TIB

SID 158 TIBURON  
 c/o ADAMS & SULLIVAN, PC, LLO  
 1246 GOLDEN GATE DRIVE, #1  
 PAPIILLION, NE 68046  
 Attn. JENNIFER FETT

Terms: 18% APR interest rate applies to unpaid balances after 31 days, 08-01-14

| Quant | Item No. | Item Description                                 | Unit Price | Extension |
|-------|----------|--|------------|-----------|
| 4     | TIBPWS   | LASTMONTH - COMMUNITY WATER WELL OPERATING FEE   | 1025.00    | \$4100.00 |
| 31    | HRS      | EXTRAORDINARY SERVICE HOURS                      | 54.00      | 1674.00   |
| 1     |          | M&S, POSTAGE: DIESEL PARTS , MECH SEALS, BEARING | 1262.34    | 1262.34   |
| 4     |          | WEEKLY MICROBIAL MANHOLE(2) DOUSING - SID158     | 180.00     | 720.00    |
| 4     | VDOUT    | VERIZON DIALOUT ALARM SERVICE                    | 26.00      | 104.00    |
| 11    | MHFH     | MANHOLE FIREHOSE FLUSHING                        | 123.00     | 1353.00   |

-----> Note: SIGNIFICANT EVENTS: W4 OVER VOLTAGE ALARM; PHASE LOST.  
 UPPER BEARING REPAIR AT WELL 4. PLUGGED FLOOR DRAIN WELL 4.  
 LOCATE WATER MAIN BETWEEN W2 & W3. FLUSH CLOGGING MANHOLES  
 MOSTLY IN NW QUADRANT. GENERATOR STARTUP WORK @ W5.

Subtotal      \$9,213.34  
 \*Sales Tax: NOT APPLICABLE      .00  
 TOTAL AMOUNT DUE      \$9,213.34

>>> Please submit your payment with the top part of this invoice <<<      =====

# City of Omaha

Date: 16-JUL-14  
Page 1 of 1

1819 Farnam St. Billing Div.  
Omaha NE 68183  
Contact : (402) 444-5453

**Remit To :**

City of Omaha Cashier  
RM H10  
1819 Farnam St.  
Omaha NE 68183

**Bill To :**

TIBURON SID 158  
1246 GOLDEN GATE DR #1

**Ship To :**

PAPILLION NE 68046

**Customer Number :** 32905

**Invoice Number :** 101691

**Terms :** 30 NET

**Transaction Type :** SEWER BILLING

**Total due :** \$ 9,213.42

**PLEASE RETURN TOP PORTION WITH REMITTANCE**

| Item No | Description   | Qty Invoiced    | Unit Price | Extended Price   |
|---------|---|-----------------|------------|------------------|
| 1       | SEWER BILLING 396.31, 3.53, 4480.24, 1.968 - APRIL 2014 | 1               | 9213.42    | 9213.42          |
|         | <b>SPECIAL INSTRUCTIONS</b>                             | <b>DUE DATE</b> |            | <b>TOTAL DUE</b> |
|         | Invoice Number : 101691                                 | 15-AUG-14       |            | \$9,213.42       |



Invoice

Public Health  
Environmental Lab

Invoice 453668  
Date 7/16/2014  
Client NE3120787  
NIS Acct # 598258  
PO

Invoice To SARPY CO SID #158 - TIBURON GOLF COURSE  
SARPY CO SID #158-TIBURON  
c/o ADAMS & SULLIVAN, PC, LLO  
1246 GOLDEN GATE DR, STE 1  
PAPILLION, NE 68046-9550

INVOICE TOTAL \$60.00  
DUE DATE 8/15/2014

CC

Please remit this portion with your payment and keep original for your records.

| Description          | Qty | Unit Price | Extended Price |
|----------------------|-----|------------|----------------|
| Coliform by Colilert | 4   | \$15.00    | \$60.00        |

INVOICE TOTAL \$60.00

Charge Details for Invoice 453668, NIS Acct # 598258, PO #

| Lab ID/Sample ID     | Collected      | Location             | Collector | Charge  |
|----------------------|----------------|----------------------|-----------|---------|
| 304339/304339        | 6/9/2014 14:15 | Z1 SE 9508 S 179TH   | SYSLO, D  |         |
| Coliform by Colilert |                |                      |           | \$15.00 |
| Routine              |                |                      | Sub Total | \$15.00 |
| 304340/304340        | 6/9/2014 13:57 | Z2 SE 9963 S 171ST   | SYSLO, D  |         |
| Coliform by Colilert |                |                      |           | \$15.00 |
| Routine              |                |                      | Sub Total | \$15.00 |
| 310520/310520        | 7/8/2014 11:10 | Z1 SD 9749 S 175TH C | SYSLO, D  |         |
| Coliform by Colilert |                |                      |           | \$15.00 |
| Routine              |                |                      | Sub Total | \$15.00 |
| 310521/310521        | 7/8/2014 11:00 | Z2 SD 10302 S 168TH  | SYSLO, D  |         |
| Coliform by Colilert |                |                      |           | \$15.00 |
| Routine              |                |                      | Sub Total | \$15.00 |

All invoices are net 30 days. Electronic Check Re presentment Policy: In the event that your check is returned unpaid for Non-Sufficient funds, the Treasurer's office may re-present your check once more, electronically. In the ordinary course of business, your check will not be provided to you with your bank statement, but a copy can be retrieved by contacting your financial institution.

The Nebraska Public Health Environmental Laboratory has provided you or your facility with water testing services as requested. The laboratory is funded solely by the fees collected from each facility or individual using these services and is not subsidized by state tax funds. In order to continue to provide this testing service to you or your facility, we must receive timely payment of your invoices. Please submit a payment for your invoice within 30 days of receipt or contact the lab at 402-471-8441 to set up a payment plan.

Remit To Nebraska Public Health Environmental Laboratory

PO Box 22790  
3701 South 14th Street  
Lincoln, NE 68502  
Main number: (402) 471-2122  
Fax: (402) 471-2080  
[www.dhhs.ne.gov/lab](http://www.dhhs.ne.gov/lab)

- Residential
- Commercial
- Neighborhood Assoc.
- Since 1986

# MOORE'S

## IRRIGATION & LANDSCAPE LIGHTING

- New Installs
- Service
- Upgrading
- Property Drainage Solutions

Elliott Moore, President      13306 'C' Street      Omaha, Nebraska 68144      330-9595

Invoice # **24873**

Date: **6/18/14**

Customer Name: **Tiburson Sid 158**

Home #: \_\_\_\_\_

Billing Address: **910 ADAMS + SULLIVAN APTNY**

Bus #: \_\_\_\_\_

City: **PAPILLION** State: **NE** Zip: **68046**

Other #: **Pat 681-0300**

Job Address: **Cornhusper to 122 cir So. to End "No Swimming"**

Invoice: \_\_\_\_\_ &/or Work order \_\_\_\_\_

Subdivision: \_\_\_\_\_ Referred by: **POST PARK SIGN VBOX we up Posthouse**

Order taken by: \_\_\_\_\_ Authorized by: \_\_\_\_\_

Date called in: \_\_\_\_\_ Best time/day for service: **Spring 2014**

Date Comp: **6/17** Tech: **CHUCK/JASON**

| Problem Reported:  | Notes | New | QTY | Description              | Unit Price | Total |
|--|-------|-----|-----|--------------------------|------------|-------|
| <input type="checkbox"/> Activate and Check All _____ SSP# _____ Check All _____<br><input type="checkbox"/> Rotor(s): <input type="checkbox"/> Not Turning <input type="checkbox"/> Missing/Broken <input type="checkbox"/> Move <input type="checkbox"/> Cap <input type="checkbox"/> Adjust <input type="checkbox"/> Add<br>Where: _____<br><input type="checkbox"/> Spray(s): <input type="checkbox"/> Missing/Broken <input type="checkbox"/> Move <input type="checkbox"/> Cap <input type="checkbox"/> Adjust <input type="checkbox"/> Add<br>Where: _____<br><input type="checkbox"/> Valve(s): <input type="checkbox"/> Not Shutting Off <input type="checkbox"/> Not Turning On: Type/Loc: _____<br><input type="checkbox"/> BFP: <input type="checkbox"/> Leaks <input type="checkbox"/> Broken <input type="checkbox"/> Type/Loc: _____<br><input type="checkbox"/> Other: _____<br><input type="checkbox"/> Leak: <input type="checkbox"/> Main <input type="checkbox"/> Lateral <input type="checkbox"/> Where: _____<br><input type="checkbox"/> Timer/Transformer: <b>A Leak @ V Box NW</b><br><input type="checkbox"/> Lighting: _____<br><input type="checkbox"/> Drainage: _____<br><input type="checkbox"/> Machine Needed: _____<br><input type="checkbox"/> Locates Needed Y / N: _____<br><input type="checkbox"/> Misc. Supplies Needed: _____ |       |     |     | Transformer              |            |       |
|  |       |     |     | Fixture                  |            |       |
|  |       |     |     | Fixture                  |            |       |
|  |       |     |     | Bulbs                    |            |       |
|  |       |     |     | Bulbs                    |            |       |
|  |       |     |     | Other                    |            |       |
|  |       |     |     | Rotary Head              |            |       |
|  |       |     |     | Spray Head               |            |       |
|  |       |     |     | Spray Nozzle             |            |       |
|  |       |     |     | Poly Fittings            |            |       |
|  |       |     |     | Poly Saddles             |            |       |
|  |       |     | 2   | PVC Fittings 1" couplers |            |       |
|  |       |     |     | Drain/Hose Bib           |            |       |
|  |       |     | 1   | Risers 1" PVC 90°        |            |       |
|  |       |     |     | Electric Valve           |            |       |
|  |       |     |     | Valve Solenoid           |            |       |
|  |       |     |     | Valve Diaphragm          |            |       |
|  |       |     |     | Timer                    |            |       |
|  |       |     |     | BFP Parts                |            |       |
|  |       |     |     | Drainpipe                |            |       |
|  |       |     |     | Drainpipe                |            |       |
|  |       |     |     | Basin                    |            |       |
|  |       |     |     | Tee/90                   |            |       |
|  |       |     |     | Adaptors                 |            |       |
|  |       |     |     | Other                    |            |       |
|  |       |     |     | Machine/Tracer           |            |       |
|  |       |     |     | SSP Discount Y N         |            |       |

Description of Work Done:

Repair Leak in Valve Box

Subtotal: \$ **25**  
 7%: \$ **1.75**  
 Service Call: \$ \_\_\_\_\_  
 Addl. Labor: \$ **175**  
 Machine Fee: \$ \_\_\_\_\_  
 Tracer Fee: \$ \_\_\_\_\_  
 Other: \$ \_\_\_\_\_  
 Amount Due: **201.75**  
 If using credit card add \$ \_\_\_\_\_

- Total Amount Due Upon Receipt
- Retain This Copy For Your Records
- 1.5% Finance Charge per month will apply to all past due accounts
- Any collection fees acquired will be the responsibility of the customer

DATE IN: **8:48** OUT: **9:52**  
 DATE IN: \_\_\_\_\_ OUT: \_\_\_\_\_  
 Supply House: \_\_\_\_\_ Complete  / N

CHUCK/JASON

None

# C & C Custom Cutting, LLC

Invoice

16721 Woodland Drive  
Omaha, NE 68136  
(402) 689-5686

|   |
|---|
| <b>Bill To:</b>   |
| Allen Marsh<br>SID #158<br>9811 Hazeltine Avenue<br>Omaha, NE 68136 |

| Date     | Invoice No. | P.O. Number | Terms          | Project |
|----------|-------------|-------------|----------------|---------|
| 07/14/14 | 674         |             | Due on receipt |         |

| Item           | Description  | Quantity | Rate         | Amount          |
|----------------|--|----------|--------------|-----------------|
| Tractor Mowing | Mowing Undeveloped Lots at Tiburon (July 13, 2014)             | 7        | 23.50        | 164.50          |
| Trimming       | Trimming (July 13, 2014)                                       | 1        | 90.00        | 90.00           |
|                | Mowing of ditches on Cornhusker & 180th Street (July 13, 2014) |          |              |                 |
| Tractor Mowing | Mowing of Ditches on Conrhusker & 180th Street (July 13, 2014) | 1        | 150.00       | 150.00          |
|                |  |          | <b>Total</b> | <b>\$404.50</b> |



**Swift Green Lawn Care**

P.O. Box 4743  
Omaha, NE 68104

Phone # 402.672.8877

info@swiftgreenlawns.com

# Statement

**Date**  
5/31/2014

**To:**  
Pat Lichter - Tiburon SID  
16909 Lakeside Hills Plaza  
Suite 119  
Omaha NE 68130

**Amount Due**  
\$1,286.00

| Date       | Transaction   | Amount | Balance  |
|------------|---|--------|----------|
| 04/30/2014 | Balance forward   |        | 730.00   |
| 05/03/2014 | INV #8181.<br>--- Mowing \$45.00<br>--- Fertilization \$61.00<br>--- Mowing \$40.00<br>--- Tax: Sales Tax @ 7.0% = 0.00 | 146.00 | 876.00   |
| 05/09/2014 | INV #8225.<br>--- Mowing \$45.00<br>--- Mowing \$40.00<br>--- Tax: Sales Tax @ 7.0% = 0.00                              | 85.00  | 961.00   |
| 05/17/2014 | INV #8275.<br>--- Mowing \$45.00<br>--- Mowing \$40.00<br>--- Tax: Sales Tax @ 7.0% = 0.00                              | 85.00  | 1,046.00 |
| 05/18/2014 | INV #8283.<br>--- Misc. lawn care \$30.00<br>--- Mowing \$40.00<br>--- Tax: Sales Tax @ 7.0% = 0.00                     | 70.00  | 1,116.00 |
| 05/23/2014 | INV #8322.<br>--- Mowing \$45.00<br>--- Mowing \$40.00<br>--- Tax: Sales Tax @ 7.0% = 0.00                              | 85.00  | 1,201.00 |
| 05/31/2014 | INV #8367.<br>--- Mowing \$45.00<br>--- Mowing \$40.00<br>--- Tax: Sales Tax @ 7.0% = 0.00                              | 85.00  | 1,286.00 |

-----  
Please detach this section and remit with payment.

Pat Lichter - Tiburon SID  
16909 Lakeside Hills Plaza  
Suite 119  
Omaha NE 68130

**Due Date**  
6/30/2014

**Amount Enc.**

**Amount Due**  
\$1,286.00



# J.Z. BOSLEY ELECTRIC

14178 Karl Street  
Omaha, Ne 68137  
(402) 630-0951

# Invoice

| Date     | Invoice # |
|----------|-----------|
| 6/3/2014 | 2014-129  |

|  |
|--|
| Bill To  |
| SID 158, Sarpy County<br>Attn Kristi<br>11605 Arbor Street, Ste 104<br>Omaha, NE 68144 |

| P.O. No. | Terms          | Project                |
|----------|----------------|------------------------|
|          | Due on receipt | 168th Chyenne sign ... |

| Description  | Amount   |
|--|----------|
| Add 100 amp electrical service to Sign.<br>Coordinated power plans with oppd and county. Dug 30' trench to oppd power and supplied underground conductors. Installed and supplied meter socket and 100 amp breaker panel. Wired sign with photo control. | 1,360.00 |
| Materials  | 525.00   |
| Sarpy county Permits and Inspections   | 125.00   |

Thank you for your business.

|                         |            |
|-------------------------|------------|
| <b>Total</b>            | \$2,010.00 |
| <b>Payments/Credits</b> | \$0.00     |
| <b>Balance Due</b>      | \$2,010.00 |



**ADAMS & SULLIVAN** PC, LLO  
ATTORNEYS AT LAW

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

Allen Marsh  
SID 158  
9915 S. 148th Street  
Omaha, NE 68138

Date: 7/01/2014

Regarding: SID 158 - Election Matters  
Invoice No: 12750

**Services Rendered**

| <u>Date</u> | <u>Description</u>   |            |          |
|-------------|--|------------|----------|
| 7/01/2014   | Prepare and mail Notice of Election to all property owners as required (\$1.25 per Notice) |            |          |
|             |  | Total Fees | \$718.75 |

**Expenses**

| <u>Start Date</u> | <u>Description</u>        | <u>Quantity</u> | <u>Charges</u> |
|-------------------|---------------------------|-----------------|----------------|
| 7/01/2014         | Copy charges from Kinko's | 1.00            | \$76.13        |
|                   |                           | Total Expenses  | \$76.13        |
| Total New Charges |                           |                 | \$794.88       |



**ADAMS & SULLIVAN** PC, LLO  
ATTORNEYS AT LAW

---

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

Allen Marsh  
SID 158  
9915 S. 148th Street  
Omaha, NE 68138

Date: 7/01/2014

Regarding: SID 158 - General Matters  
Invoice No: 12751

**Services Rendered**

| <u>Date</u> | <u>Description</u>                   |
|-------------|--------------------------------------|
| 7/01/2014   | Legal services provided the District |

---

Total Fees      \$2,000.00

Total New Charges

---

\$2,000.00

**AFFIDAVIT OF PUBLICATION**

STATE OF NEBRASKA }  
 ) SS.  
 County of Sarpy }

Being duly sworn, upon oath, Shon Barenklau deposes and says that he is the Publisher or Anne Lee deposes and says that he is the Business Manager of the Bellevue Leader, Papillion Times, Gretna Breeze and Springfield Monitor, legal newspapers of general circulation in Sarpy County, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on:

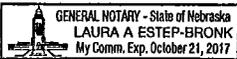
Wednesday, June 25, 2014 Papillion Times  
 Thereafter, Wednesday, July 2, 2014 Papillion Times  
 Thereafter, Wednesday, July 9, 2014 Papillion Times

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

Shon Barenklau OR Anne Lee  
 Publisher Business Manager

Today's Date 07-09-2014  
 Signed in my presence and sworn to before me:

Notary Public



Printer's Fee \$ 509.04  
 Customer Number: 26207  
 Order Number: 0001768207

**NOTICE TO CONTRACTORS**  
**SANITARY AND IMPROVEMENT DISTRICT NO. 158**  
**OF SARPY COUNTY, NEBRASKA**  
**TIBURON**  
**WATER MAIN IMPROVEMENTS - 2014**

Sealed proposals will be received at the office of Thompson, Dressahn & Dornier, Inc., 10836 Old Mill Road, Omaha, Nebraska 68154, until 10:00 A.M. on the 15th day of July, 2014, for the furnishing of all labor, materials, use of Contractor's equipment, plant, and all items necessary to construct properly all of the improvements within the improvement generally designated WATER MAIN IMPROVEMENTS - 2014, Sanitary and Improvement District No. 158 of Sarpy County, Nebraska - TIBURON.

At such hour, or as soon as practicable thereafter, the Board of Trustees of the District will proceed to open, in the presence of all bidders, and consider the bids received for the furnishing of such labor, materials, and equipment necessary for the proper construction of such improvements.

The extent of the work consists of the construction or other effectuation of the items listed below and other related preparatory and subsidiary work from issuance of the Notice to Proceed:

| Item | Description   | Estimated Quantities |
|------|---|----------------------|
| 1.   | 12" DIPJ Water Main Class 350, in place                       | 340 L.F.             |
| 2.   | 8" DIPJ Water Main Class 350, in place                        | 5,079 L.F.           |
| 3.   | 6" DIPJ Water Main Class 350, in place                        | 40 L.F.              |
| 4.   | 10" HDPE Water Main DR 11, in place by Directional Bore       | 723 L.F.             |
| 5.   | 12" x 12" Cross, M.J., in place                               | 1 EA.                |
| 6.   | 12" x 6" Tee, M.J., in place                                  | 1 EA.                |
| 7.   | 12" x 6" Tee, M.J. x FLG w/Backing Block, in place            | 1 EA.                |
| 8.   | 8" x 6" Tee, M.J. w/Backing Block, in place                   | 1 EA.                |
| 9.   | 8" x 6" Tee, M.J. x FLG w/Backing Block, in place             | 6 EA.                |
| 10.  | 6" x 6" Tee, M.J. w/Backing Block, in place                   | 1 EA.                |
| 11.  | 12" x 6" Reducer, M.J., in place                              | 1 EA.                |
| 12.  | 12" x 6" Reducer, M.J., in place                              | 2 EA.                |
| 13.  | 8" x 6" Reducer, M.J., in place                               | 6 EA.                |
| 14.  | 12" Gate Valve, M.J. w/Box, in place                          | 2 EA.                |
| 15.  | 8" Gate Valve, M.J. w/Box, in place                           | 7 EA.                |
| 16.  | 6" Gate Valve, M.J. w/Box, in place                           | 0 EA.                |
| 17.  | 8" Tapping Sleeve and Valve w/Backing Block and Box, in place | 1 EA.                |
| 18.  | 6" Tapping Sleeve and Valve w/Backing Block and Box, in place | 8 EA.                |
| 19.  | 12" 90 Degree Bend, M.J. w/Backing Block, in place            | 1 EA.                |
| 20.  | 8" 90 Degree Bend, M.J. w/Backing Block, in place             | 4 EA.                |
| 21.  | 8" 45 Degree Bend, M.J. w/Backing Block, in place             | 2 EA.                |
| 22.  | 12" 22 1/2 Degree Bend, M.J. w/Backing Block, in place        | 2 EA.                |
| 23.  | 8" 22 1/2 Degree Bend, M.J. w/Backing Block, in place         | 2 EA.                |
| 24.  | 8" 1 1/4 Degree Bend, M.J. w/Backing Block, in place          | 3 EA.                |
| 25.  | 12" Plug w/Backing Beam and Block                             | 1 EA.                |
| 26.  | Remove and Reset Fire Hydrant                                 | 1 EA.                |

| Item | Description   | Estimated Quantities |
|------|---|----------------------|
| 27.  | Five Hydrant Assemblies, in place                       | 1 EA.                |
| 28.  | Special Fire Hydrant Setting, in place                  | 2 EA.                |
| 29.  | Air Relief Five Hydrant Setting, Type B, in place       | 2 EA.                |
| 30.  | 10" HDPE to 8" DIP Adapter, in place                    | 6 EA.                |
| 31.  | Anchor Ring Thrust Block                                | 6 EA.                |
| 32.  | Air Relief Valve in 48" Manhole                         | 2 EA.                |
| 33.  | Connect to Existing Water Main                          | 1 EA.                |
| 34.  | W/M Cut In  | 1 L.S.               |
| 35.  | Remove and Replace 7" PCC Pavement                      | 3,280 S.F.           |
| 36.  | Remove and Replace 4" PCC Sidewalk                      | 144 S.F.             |
| 37.  | Sodding, in place                                       | 135 S.F.             |
| 38.  | Seeding and Straw Matting Park Mix, in place            | 3 AG.                |
| 39.  | Seeding and Straw Mulching, Farm Mix, in place          | 3 AG.                |
| 40.  | 6ft Fences  | 2,945 L.F.           |
| 41.  | Install and Remove Chainlink Robt Construction Entrance | 28 TN.               |
| 42.  | Dry Bore  | 500 L.F.             |
| 43.  | Remove and Replace Barb Wire Fence, in place            | 1,700 L.F.           |
| 44.  | Remove and Replace 6" Cart Path                         | 1,200 S.F.           |

**ALTERNATE 1:**  
 Deduct for AWWA C900 PVC SDR 14 (Pressure Class 200 psi) Pipe in place with Trace Wire in lieu of DIPJ Water Main Pressure Class 350, in place with Trace Wire, Trace Wire.

**ALTERNATE 2:**  
 Deduct for 8" AWWA C900 RJ PVC SDR 14 (Pressure Class 200 psi) Pipe in place by Directional Bore with Trace Wire in lieu of 10" HDPE Water Main SDR 8 (DIPS), in place by Directional Bore with Trace Wire

The Engineer's Estimate of the construction or other effectuation of all improvements and work itemized is \$699,462.50.

All work called for in the drawings and specifications shall be furnished in strict accordance with the drawings and specifications prepared by Thompson, Dressahn & Dornier, Inc., Engineer for the District, and now filed in the office of the Clerk of the District, and bids will be received only upon the proposal form furnished through the Engineer for the District.

Each bid must be accompanied in a SEPARATE SEALED ENVELOPE by a certified check drawn on a bank whose deposits are insured by the Federal Deposit Insurance Corporation in the amount of \$33,475 payable without condition to the Treasurer, Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, or a bid bond for a like amount as evidence of good faith of the bidder and as agreed upon liquidated damages to the District in the event the bidder whose proposal is accepted by the Board of Trustees of the District fails to enter into contract within ten (10) days after Notice of Award and furnish acceptable bond to complete the work and pay for all labor done and materials used, such bond to be in the amount of 100% of the total bid price.

No bidder may withdraw his proposal for a period of thirty (30) days after the date set for the opening of bids.

Drawings, Specifications, and Contract Documents may be examined at the office of the Clerk of the District, and may be procured from the office of the Engineer, Thompson, Dressahn & Dornier, Inc., 10836 Old Mill Road, Omaha, Nebraska 68154, upon the payment of \$45.00, of which no part will be refunded.

Sanitary and Improvement District No. 158 of Sarpy County, Nebraska reserves the right to waive informals and to reject all or any bids.

SANITARY AND IMPROVEMENT DISTRICT  
 NO. 158 OF SARPY COUNTY, NEBRASKA

By: Pat Lichter, Clerk

1768207; 0/25, 7/2 & 7/9

**AFFIDAVIT OF PUBLICATION**

STATE OF NEBRASKA     )  
  ) SS.  
County of Sarpy            )

Being duly sworn, upon oath, Shon Barenklau deposes and says that he is the Publisher or Anne Lee deposes and says that he is the Business Manager of the Bellevue Leader, Papillion Times, Gretna Breeze and Springfield Monitor, legal newspapers of general circulation in Sarpy County, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on:

Wednesday, June 25, 2014           Papillion Times  
Thereafter, Wednesday, July 2, 2014   Papillion Times  
Thereafter, Wednesday, July 9, 2014   Papillion Times

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

  
\_\_\_\_\_  
Shon Barenklau   OR   Anne Lee  
Publisher           Business Manager

Today's Date 07-09-2014  
Signed in my presence and sworn to before me:

  
\_\_\_\_\_  
Notary Public  


Printer's Fee     \$ 339.36  
Customer Number: 26207  
Order Number:   0001768214

**NOTICE TO CONTRACTORS**

SANITARY AND IMPROVEMENT DISTRICT NO. 158  
OF SARPY COUNTY, NEBRASKA  
TIBURON  
WATER WELL #3 CONNECTION PIPING

Sealed proposals will be received at the office of Thompson, Dreesen & Dörner, Inc., 10836 Old Mill Road, Omaha, Nebraska 68154, until 10:00 A.M. on the 15th day of July, 2014, for the furnishing of all labor, materials, use of Contractor's equipment, plant, and all else necessary to construct properly all of the improvements within the improvement generally designated WATER WELL #3 CONNECTION PIPING, Sanitary and Improvement District No. 158 of Sarpy County, Nebraska - TIBURON.

At such hour, or as soon as practicable thereafter, the Board of Trustees of the District will proceed to open, in the presence of all bidders, and consider the bids received for the furnishing of such labor, materials, and equipment necessary for the proper construction of such improvements.

The extent of the work consists of the construction or other effectuation of the items listed below and other related preparatory and subsidiary work from issuance of this Notice to Proceed:

| Item | Description   | Approx. Quantities |
|------|---|--------------------|
| 1    | Mobilization  | 1 L.S.             |
| 2    | 6" DPJ Water Main Class 350, in place with trace wire | 364' L.F.          |
| 3    | 6"x6" Tee, M.J. w/Backing Block, in place             | 2 EA.              |
| 4    | 6" x 90 Bend, M.J. w/Backing Block, in place          | 2 EA.              |
| 5    | 6" Cap with Immediate Support Backing Block           | 1 EA.              |
| 6    | 6" Cap on Tee   | 1 EA.              |
| 7    | 6" Gate Valve with Box, in place                      | 1 EA.              |
| 8    | Remove and Reset Fire Hydrant                         | 1 EA.              |
| 9    | Remove and Replace 6" PCC Pavement                    | 56 S.Y.            |
| 10   | Steering and Straw Matting, Park Mill, in place       | 40 AC.             |
| 11   | Dry Box   | 40 L.F.            |
| 12   | Testing   | 1 L.S.             |

Alternate 1: Deduct for AWWA C900 PVC SDR 14 (Pressure Class 200 psi) Pipe in place with trace wire in lieu of DPJ Water Main Pressure Class 350, in place with trace wire.

The Engineer's Estimate of the construction or other effectuation of all improvements, and work itemized for the Base Bid is \$ 28,643.00.

All work called for in the drawings and specifications shall be furnished in strict accordance with the drawings and specifications prepared by Thompson, Dreesen & Dörner, Inc., Engineers for the District and now filed in the office of the Clerk of the District, and bids will be received only upon the proposal form furnished through the Engineer for the District.

Each bid must be accompanied in a SEPARATE SEALED ENVELOPE by a certified check drawn on a bank whose deposits are insured by the Federal Deposit Insurance Corporation in the amount of \$ 1,435.00 payable without condition to the Treasurer, Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, or a bid bond for a like amount as evidence of good faith of the bidder and as agreed upon stipulated damages to the District in the event the bidder whose proposal is accepted by the Board of Trustees of the District fails to enter into contract within ten (10) days after Notice of Award and furnish acceptable bond to complete the work and pay for all labor done and materials used, such bond to be in the amount of 100% of the total bid price.

No bidder may withdraw his proposal for a period of thirty (30) days after the date set for the opening of bids.

Drawings, Specifications, and Contract Documents may be examined at the office of the Clerk of the District, and may be procured from the office of the Engineer, Thompson, Dreesen & Dörner, Inc., 10836 Old Mill Road, Omaha, Nebraska 68154, upon the payment of \$45.00, of which no part will be refunded.

Sanitary and Improvement District No. 158 of Sarpy County, Nebraska reserves the right to waive informality and to reject all or any bids.

SANITARY AND IMPROVEMENT DISTRICT  
NO. 158 OF SARPY COUNTY, NEBRASKA

By: Pat Lichter, Clerk

1768214/6/25, 7/2 & 7/9.

AFFIDAVIT OF PUBLICATION

STATE OF NEBRASKA }
} SS.
County of Sarpy }

Being duly sworn, upon oath, Shon Barenklau deposes and says that he is the Publisher or Anne Lee deposes and says that he is the Business Manager of the Bellevue Leader, Papillion Times, Gretna Breeze and Springfield Monitor, legal newspapers of general circulation in Sarpy County, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on:

Wednesday, July 9, 2014 Papillion Times
Thereafter, Wednesday, July 16, 2014 Papillion Times

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

Shon Barenklau OR Anne Lee
Publisher Business Manager

Today's Date 07-16-2014
Signed in my presence and sworn to before me:

[Signature]

Notary Public
GENERAL NOTARY - State of Nebraska
LAURA A ESTEP-BRONK
My Comm. Exp. October 21, 2017

Printer's Fee \$ 166.32
Customer Number: 26207
Order Number: 0001772326

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

NOTICE OF MEETING
SANITARY AND IMPROVEMENT DISTRICT NO. 158
OF SARPY COUNTY, NEBRASKA

Notice is hereby given that a meeting of the Chairperson and Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, held at 4:00 p.m., on June 17, 2014 there was introduced and placed on file the Resolution of Necessity hereinafter set forth, which Resolution will be considered for passage by the Chairperson and the Board of Trustees at a meeting to be held at 9915 South 148th Street, Omaha, Nebraska on the 24th day of July 2014 at 4:00 p.m., at which time and place the Chairperson and Board of Trustees will hear objections as to the passage of said Resolution, and to the making of the improvements proposed.

The meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for inspection at the principal office of the Board at the above address. Such Agenda includes payment of the bills of the District and the consideration and passing (or amending and passing) said Resolution.

THEREAFTER, the Resolution may be amended or passed as proposed. Any petition opposing the Resolution shall be filed with the Clerk of the District at 1246 Golden Gate Drive, Suite 1, Papillion, Nebraska, within three days before the date of the meeting for the hearing on the proposed Resolution of Necessity. Said Resolution is as follows:

RESOLUTION FOR NECESSITY

BE IT RESOLVED by the Chairperson and Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska:

Section 1. The Chairperson and Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, find and determine that it is desirous of proposing a Resolution of Necessity for the purpose of purchasing Well #3 from Sanitary & Improvement District No. 192, Sarpy County, Nebraska and connecting it to the District's water system.

Section 2. It is hereby declared to be necessary and advisable for the District to improve the water distribution system within the boundary of Sanitary & Improvement District No. 158 of Sarpy County, Nebraska.

The above-described work shall include the construction of valves, fittings, fire hydrants, erosion control, removal and replacement of pavements, excavating, shoring and all other work necessary for the construction of Water Well #3 Connection Piping for Sanitary and Improvement District No. 158, Sarpy County, Nebraska in accordance with the plans and specifications.

The outer boundaries of the area, which may be subject to special assessments, are the same as the outer boundaries of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska.

Section 3. That the plans and specifications for the paving and storm sewer system have been prepared by Thompson, Dressen, & Dornier, Inc., consulting engineers employed by the District for such purpose, and on June 4, 2014, were filed with the Board of Trustees of the District. Said engineers have also made and on June 4, 2014, did file an estimate of the total costs of the proposed improvements, which costs as estimated by said engineers are as follows:

Table with 2 columns: Description, Amount. Includes items like Estimated total construction costs (\$26,443.00), Estimated Estimation Cost for Lot 12 Ballena (\$7,500.00), Estimated Well #3 Acquisition Cost (\$100,000.00), Estimated engineering, testing, legal & financing (\$47,660.05), Estimated total project cost (\$183,793.05).

Section 4. To pay the costs of said improvements, the Board of Trustees, after such improvements have been completed and accepted shall have the power to issue negotiable bonds to be called "Sanitary and Improvement Bonds", payable and bearing interest as provided by the statutes of the State of Nebraska.

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

The Board shall have the power to assess, to the extent of special benefit, the cost of such portions of such improvements as are local improvements upon property found specially benefited thereby. All special assessments which may be levied on property specially benefited by such improvements shall, when collected, be set aside and constitute a sinking fund for the payment of the interest and principal of said bonds. The District shall cause to be levied annually a tax upon the assessed value of all taxable property in said District, except intangible property, which together with such sinking fund derived from special assessments, shall be sufficient for the payment of interest and principal of said bonds as the same become due.

If a petition opposing this Resolution, signed by property owners representing a majority of the front footage which may become subject to assessment for the cost of the improvements as set forth herein, is filed with the Clerk of the District within three (3) days before the date of the hearing on this Resolution, this Resolution shall not be passed.

SANITARY AND IMPROVEMENT
DISTRICT NO. 158 OF
SARPY COUNTY, NEBRASKA
By: Allen Marsh, Chairperson
Attest: Patrick Lehner, Clerk

AFFIDAVIT OF PUBLICATION

STATE OF NEBRASKA }
} SS.
County of Sarpy }

Being duly sworn, upon oath, Shon Barenklau deposes and says that he is the Publisher or Anne Lee deposes and says that he is the Business Manager of the Bellevue Leader, Papillion Times, Gretna Breeze and Springfield Monitor, legal newspapers of general circulation in Sarpy County, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on:

Wednesday, July 9, 2014 Papillion Times
Thereafter, Wednesday, July 16, 2014 Papillion Times

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

Shon Barenklau OR Anne Lee
Publisher Business Manager

Today's Date 07-16-2014
Signed in my presence and sworn to before me:

[Signature]
Notary Public
GENERAL NOTARY - State of Nebraska
LAURA A ESTEP-BRONK
My Comm. Exp. October 21, 2017

Printer's Fee \$ 123.20
Customer Number: 26207
Order Number: 0001772256

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

NOTICE OF MEETING
SANITARY AND IMPROVEMENT DISTRICT NO. 158
OF SARPY COUNTY, NEBRASKA

Notice is hereby given that a meeting of the Chairperson and Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, held at 4:00 p.m. on June 19, 2014 there was introduced and placed on file the Resolution of Necessity hereinafter set forth, which Resolution will be considered for passage by the Chairperson and the Board of Trustees at a meeting to be held at Tiburon Clubhouse, 10302 South 168th Street, Omaha, Nebraska on the 24th day of July 2014 at 4:00 p.m., at which time and place the Chairperson and Board of Trustees will hear objections as to the passage of said Resolution, and to the making of the Improvements proposed.

The meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for inspection at the principal office of the Board at the above address. Such Agenda includes payment of the bills of the District and the consideration and passing (or amending and passing) said Resolution.

THEREAFTER, the Resolution may be amended or passed as proposed. Any petition opposing the Resolution of Necessity shall be filed with the Clerk of the District at 1246 Golden Gate Drive, Suite 1, Papillion, Nebraska, within three days before the date of the meeting for the hearing on the proposed Resolution of Necessity.
Said Resolution is as follows:

RESOLUTION FOR NECESSITY

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska finds and determines that it is advisable and necessary for the District to enter into a purchase agreement in connection with Water-Tower Project - 2013 with West Gate Banshares, Inc. for Lot 9, Tiburon Village. The purchase agreement proposed for approval and execution by the District is generally as follows:

West Gate Banshares, Inc. will sell to Sanitary & Improvement District No. 158 of Sarpy County, Nebraska Lot 9, Tiburon Village, Sarpy County, Nebraska. The District will pay \$6.00 per square foot for a total purchase price of \$266,600.00, plus or minus customary closing costs.

A copy of the proposed Purchase Agreement is presently on file with the Clerk of the District and sets forth verbatim the agreement of the parties.

The color boundaries of the area which may be assessed to the extent it may be specially benefited by such improvements is the same as Sanitary and Improvement District No. 158 of Sarpy County, Nebraska also known as Tiburon, in Sarpy County, Nebraska.

That the plans and specifications for such construction have been prepared by Thompson, Driessen & Dornier, Inc., consulting engineers employed by the District for such purpose, and on June 16, 2014, were filed with the Board of Trustees of the District. Said engineers have also made and on June 16, 2014, did file an estimate of the total costs of the proposed improvements, which costs as estimated by said engineers are as follows:

Table with 2 columns: Description and Amount. Includes Lot 9 - Estimated Purchase Price (\$266,600.00), Estimated Engineering, Legal and Miscellaneous Costs (\$18,700.00), and Estimated total project cost (\$285,300.00).

To pay the costs associated with such acquisition, the Board of Trustees, shall have the power to issue negotiable bonds to be called "Sanitary and Improvement Bonds", and shall be payable and bear interest as provided by the statutes of the State of Nebraska. The Board shall have the power to assess, to the extent of special benefit, the cost of such portions of such improvements as may be local improvements upon property found specially benefited thereby.

All special assessments which may be levied on property specially benefited by such improvements shall, when collected, be set aside and constitute a sinking fund for the payment of the interest and principal of said bonds. The District shall cause to be levied annually a tax upon the assessed value of all taxable property in said District, except intangible property, which together with such sinking fund derived from special assessments, shall be sufficient for the payment of interest and principal of said bonds as the same become due; such tax shall be known as the "Sanitary and Improvement District Tax" and shall be payable annually in money.

If a petition opposing this Resolution, signed by property owners representing a majority of the front footage which may become subject to assessment for the cost of the improvements as set forth herein, is filed with the Clerk of the District within three (3) days before the date of the hearing on this Resolution, this Resolution shall not be passed.

SANITARY AND IMPROVEMENT
DISTRICT NO. 158 OF
SARPY COUNTY, NEBRASKA
By: Allen Marsh, Chairperson
Attest: Patrick Lichter, Clerk

## Jennifer Fett

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**From:** Allen Marsh <aj.marsh@cox.net>  
**Sent:** Monday, July 21, 2014 7:53 PM  
**To:** Jennifer Fett  
**Subject:** FW: Street parking at 10424 Spyglass Drive

Item for discussion.

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**From:** Eugene Beckman [<mailto:beckman.gene@gmail.com>]  
**Sent:** Sunday, July 20, 2014 1:13 PM  
**To:** [aj.marsh@cox.net](mailto:aj.marsh@cox.net); [plichter@radiks.net](mailto:plichter@radiks.net)  
**Subject:** Street parking at 10424 Spyglass Drive

Allen and Pat,

I would again like to file a complaint concerning parking of trailers, pickups and other vehicles in front of 10324 Spyglass, Bob and Dee Allen residence. During the past two weeks, a black pickup and utility trailer has been parked on the street for days on end and moved only after contacting the local Sheriff's office. When moved, it is only a few feet and then defiantly parked at the end of our drive. The latest move and parking at the end of our driveway is again for a period of more than 24 hours. During this time, the 10324 Spyglass driveway has only one vehicle parked off the street with open space available. I believe the driver of the vehicle is Bob and Dee Allens' son, who is living with them.

When this issue was raised in the past, the son was disrespectful to our neighbor (the Grays) and it appears he deliberately does not want to comply with covenants or act as a reasonable neighbor in the process.

I ask for the support of the HOA in addressing this matter. I am available for further discussion, if necessary. Thank you.

--

Eugene Beckman  
[Beckman.gene@gmail.com](mailto:Beckman.gene@gmail.com)  
402-578-8696

## Jennifer Fett

---

**From:** Allen Marsh <aj.marsh@cox.net>  
**Sent:** Sunday, June 29, 2014 3:25 PM  
**To:** pope47@cox.net  
**Cc:** Jennifer Fett  
**Subject:** RE: FW: A smile or two

Gene,

I left a voice message for the builder this past week and instructed him to clean up the street and correct the silt fence.

Pat Lichter had contacted him twice before on this matter.

The speed sign is still posted on a street. I'll try to find out where it is now.

We will discuss the "No Access" sign at the next meeting.

Do not apologize for asking about these items, because it helps for others to observe and let us know what is happening or not happening in the area.

Allen

Jen fwd

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**From:** [pope47@cox.net](mailto:pope47@cox.net) [<mailto:pope47@cox.net>]  
**Sent:** Sunday, June 29, 2014 3:03 PM  
**To:** Allen Marsh  
**Subject:** Re: FW: A smile or two

Allen,

If I lived on 176th north of Cornhusker, I would be mad as I could be a the guy building the house on the corner silt fences . All of those people probably tracked his mud right into their garage. Isn't a silt fence a requirement of S County?

Whatever happened to the speed sign that was moved around the neighborhood?

Lastly, will the SID Install a sign at 176th & Riviera stating that there is no access to the golf course?

Thanks for listening to the bitching of an old fart.

-----Original Message-----

**From:** Allen Marsh

**Date:** 6/28/2014 8:06:32 PM

**To:** Gene Pope

**Subject:** FW: A smile or two

Subject: Fwd: A smile or two

**It's not good getting old if you don't get smart"**