

## CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of Sanitary and Improvement District Number 163 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 16<sup>th</sup> day of September 2009.



Troy Blenderman, Acting Chairperson



Dave Miller, Clerk

SANITARY AND IMPROVEMENT DISTRICT NO. 163  
OF  
SARPY COUNTY, NEBRASKA  
BOARD OF TRUSTEES MEETING  
September 16, 2009

MINUTES

PRESENT: Dave Miller, Barbara Kroeger, Herbert Lavigne and Troy Blenderman  
ABSENT: Stan Baatz  
LOCATION: 15426 West Center Road, Omaha, Nebraska  
TIME: 9:00 a.m.

Notice was given in advance thereof by publication in the Papillion Times, a designated method for giving notice on September 10, 2009 a copy of the Proof of Publication 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 posted notice and in the notice to the Trustees of this meeting. All proceedings of the Board were taken while the convened meeting was open to the attendance of the public.

The Clerk 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.

Dave Miller advised the Board that the Chairperson, Stan Baatz was absent from the meeting and it was necessary for the Board to elect an acting Chairperson for the meeting. Dave Miller made a motion for Troy Blenderman to act as the Chairperson for the meeting which was seconded by Herbert Lavigne.

On roll call, the following vote was had: AYE: Dave Miller, Barbara Kroeger, Herbert Lavigne and Troy Blenderman

The following voted NAY: None.

Thereupon, it was declared that Troy Blenderman would act as Chairperson of the meeting held September 16, 2009.

The Clerk then presented the Board with the One Call Member Services Agreement submitted to the District by Thompson, Dreessen & Dorner, Inc., the engineers for the District, for approval. Trustee Dave Miller 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. 163 of Sarpy County, Nebraska, that the Chairperson and/or Clerk of

the District is hereby authorized and directed to execute the Agreement on behalf of the District.

Trustee Troy Blenderman seconded the motion and on roll call the following voted in favor of the same: Dave Miller, Barbara Kroeger, Herbert Lavigne and Troy Blenderman.

The following vote nay: None.

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

The Clerk then presented the following statement and recommended the issuance of warrants in payment thereof:

<b>General Warrants</b>	
<b>OPPD</b>	<b>\$ 1,980.42</b>
<b>Papillion Times</b>	<b>\$ 44.14</b>
<b>Thompson, Dreessen &amp; Dorner, Inc.</b>	<b>\$ 4,673.68</b>
<b>Ed Miller &amp; Sons, Inc.</b>	<b>\$ 1,426.00</b>
<b>First National Bank</b>	<b>\$ 700.00</b>

Trustee Dave Miller introduced the following resolutions and moved their adoption:

BE IT RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 163 of Sarpy County, Nebraska, that the Chairperson and Clerk be and they hereby are authorized and directed to execute and deliver General Warrant Nos. **G-09-647 through G-09-651** of the District, dated the date of this meeting, to the following payees in the following amounts, said general warrants 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 **September 16, 2012**, 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. G-09-647 for \$1,980.42 payable to OPPD**
- Warrant No. G-09-648 for \$44.14 payable to the Papillion Times**
- Warrant No. G-09-649 for \$4,673.68 payable to Thompson, Dreessen & Dorner, Inc.**
- Warrant No. G-09-650 for \$1,426.00 payable to Ed Miller & Sons, Inc.**
- Warrant No. G-09-651 for \$700.00 payable to First National Bank**

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 163 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. 163 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; and (b) to the extent that it may lawfully do so, the District hereby designates the above warrants 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 \$5,000,000 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. 163 of Sarpy County, Nebraska, that this and the preceding resolutions are hereby adopted as the Certificate With Respect to Arbitrage of the District pertaining to the above warrants and the District and the Chairman and Clerk of the District hereby further certify, as of the date of the registration of the above warrants with the County Treasurer of Sarpy County, Nebraska, as follows:

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

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

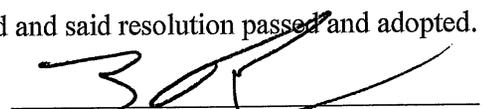
3. The District has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its bonds.

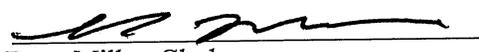
4. The Certificate is being passed, executed and delivered pursuant to Sections 1.148-2(b)(2) of the Income Tax Regulations under the Internal Revenue Code of 1986, as amended.

Motion seconded by Trustee Troy Blenderman. On roll call, the following voted for the passage and adoption of said resolution:

AYE: Dave Miller, Barbara Kroeger, Herbert J. Lavigne and Troy Blenderman  
The following voted NAY: None.

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

  
Troy Blenderman, Acting Chairperson

  
Dave Miller, Clerk

**AFFIDAVIT OF PUBLICATION**

State of Nebraska}

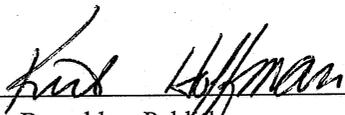
ss.

County of Sarpy}

Being duly sworn, upon oath Shon Barenklau deposes and says that he is the Publisher or Kirk Hoffman that he is the Business Office Manager of the **PAPILLION TIMES**, a legal newspaper 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, that the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on:

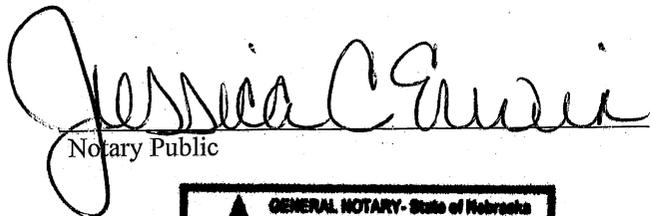
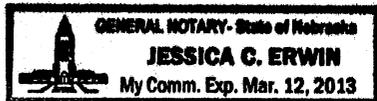
**Thursday, September 10<sup>th</sup> 2009**

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, Publisher  
Or  
Kirk Hoffman, Business Manager

Today's Date 10-27-2009  
Subscribed in my presence and sworn to before me:

  
Notary Public

Printers Fee: \$8.66  
Customer Number: 153912  
Order Number: 1131221

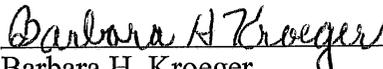
**NOTICE OF MEETING  
SANITARY AND IMPROVEMENT  
DISTRICT NO. 163  
OF SARPY COUNTY, NEBRASKA**

Notice is hereby given that a meeting for the Board of Trustees of Sanitary and Improvement District No. 163 of Sarpy County, Nebraska, will be held at 9:00 a.m. on September 16, 2009 at 15426 West Center Road, Omaha, Nebraska, which meeting will be open to the public. An Agenda for such meeting which includes payment of the bills of the District, kept continuously current, is available for public inspection at 1246 Golden Gate Drive, Suite 1, Papillion, Nebraska.  
Dave Miller  
Clerk of the District  
1131221; 9/10

ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF MEETING

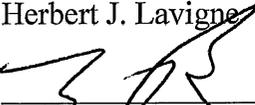
The undersigned Trustees of Sanitary and Improvement District No. 163 of Sarpy County, Nebraska, hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said district and the agenda for such meeting held at 9:00 a.m. on September 16, 2009, at 15426 West Center Road, Omaha, Nebraska.

Dated this 16<sup>th</sup> day of September 2009

  
\_\_\_\_\_  
Barbara H. Kroeger

\_\_\_\_\_  
Stan Baatz

  
\_\_\_\_\_  
Dave Miller

Herbert J. Lavigne  
  
\_\_\_\_\_  
Troy Blenderman

**WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 163 OF SARPY COUNTY, NEBRASKA**  
**TO: TREASURER OF SARPY COUNTY, NEBRASKA**

NO. G-09-650  
DATE September 16 20 09  
OR SUBSEQUENT REGISTERED OWNER HEREOF  
PAY TO Ed Miller & Sons, Inc. DOLLARS \$ 1,426.00  
One Thousand Four Hundred and Twenty Six 00/100

AND CHARGE TO THE GENERAL ACCOUNT OF THE DISTRICT.  
IF THIS WARRANT IS REGISTERED BY THE COUNTY TREASURER, THE FOLLOWING PROVISIONS SHALL APPLY:  
THIS WARRANT SHALL DRAW INTEREST AT THE RATE OF \_\_\_\_\_ PER CENTUM PER ANNUM FROM DATE OF REGISTRATION UNTIL PAID. PAYABLE UPON REDEMPTION HEREOF.  
PAYMENT OF PRINCIPAL AND ACCRUED INTEREST THEN DUE SHALL BE MADE UPON PRESENTATION OF THIS WARRANT TO THE PAYING AGENT. THE REGISTRAR SHALL MAINTAIN RECORDS OF THE OWNERSHIP AND TRANSFER HEREOF AND THE DISTRICT, THE COUNTY TREASURER AND THE PAYING AGENT MAY TREAT THE REGISTERED OWNER AS SHOWN BY SUCH RECORDS AS THE ABSOLUTE OWNER FOR ALL PURPOSES. THE OWNERSHIP OF THIS WARRANT MAY BE TRANSFERRED ONLY UPON PRESENTATION HEREOF TO THE REGISTRAR, ACCOMPANIED BY AN ASSIGNMENT IN FORM SATISFACTORY TO THE REGISTRAR, DULY EXECUTED BY THE REGISTERED OWNER OR DULY AUTHORIZED AGENT.  
THIS WARRANT SHALL BECOME DUE ON September 16 20 12 (UNLESS REDEEMED PRIOR TO SAID DATE). NOTICE OF REDEMPTION PRIOR TO MATURITY SHALL BE MAILED TO THE REGISTERED OWNER AT LEAST 7 DAYS PRIOR TO REDEMPTION DATE.  
THE PAYING AGENT AND REGISTRAR FOR THIS WARRANT IS:

**D.A. DAVIDSON & CO.**  
1111 North 102nd Court, Suite 300, Omaha, NE 68114 • 402-392-7901

IN PAYMENT OF \_\_\_\_\_ CHAIR \_\_\_\_\_ CLERK \_\_\_\_\_

**WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 163 OF SARPY COUNTY, NEBRASKA**  
**TO: TREASURER OF SARPY COUNTY, NEBRASKA**

NO. G-09-651  
DATE September 16 20 09  
OR SUBSEQUENT REGISTERED OWNER HEREOF  
PAY TO First National Bank DOLLARS \$ 700.00  
Seven Hundred 00/100

AND CHARGE TO THE GENERAL ACCOUNT OF THE DISTRICT.  
IF THIS WARRANT IS REGISTERED BY THE COUNTY TREASURER, THE FOLLOWING PROVISIONS SHALL APPLY:  
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IN PAYMENT OF \_\_\_\_\_ CHAIR \_\_\_\_\_ CLERK \_\_\_\_\_

**WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 163 OF SARPY COUNTY, NEBRASKA**  
**TO: TREASURER OF SARPY COUNTY, NEBRASKA**

NO. G-09-647  
DATE September 16 20 09  
OR SUBSEQUENT REGISTERED OWNER HEREOF  
PAY TO OPED DOLLARS \$ 1,980.42  
One Thousand Nine Hundred and Eighty 42/100

AND CHARGE TO THE GENERAL ACCOUNT OF THE DISTRICT.  
IF THIS WARRANT IS REGISTERED BY THE COUNTY TREASURER, THE FOLLOWING PROVISIONS SHALL APPLY:  
THIS WARRANT SHALL DRAW INTEREST AT THE RATE OF \_\_\_\_\_ PER CENTUM PER ANNUM FROM DATE OF REGISTRATION UNTIL PAID. PAYABLE UPON REDEMPTION HEREOF.  
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**D.A. DAVIDSON & CO.**  
1111 North 102nd Court, Suite 300, Omaha, NE 68114 • 402-392-7901

IN PAYMENT OF \_\_\_\_\_ CHAIR \_\_\_\_\_ CLERK \_\_\_\_\_

**WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 163 OF SARPY COUNTY, NEBRASKA**  
**TO: TREASURER OF SARPY COUNTY, NEBRASKA**

NO. G-09-648  
DATE September 16 20 09  
OR SUBSEQUENT REGISTERED OWNER HEREOF  
PAY TO Papillon Times DOLLARS \$ 44.14  
Forty Four 14/100

AND CHARGE TO THE GENERAL ACCOUNT OF THE DISTRICT.  
IF THIS WARRANT IS REGISTERED BY THE COUNTY TREASURER, THE FOLLOWING PROVISIONS SHALL APPLY:  
THIS WARRANT SHALL DRAW INTEREST AT THE RATE OF \_\_\_\_\_ PER CENTUM PER ANNUM FROM DATE OF REGISTRATION UNTIL PAID. PAYABLE UPON REDEMPTION HEREOF.  
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1111 North 102nd Court, Suite 300, Omaha, NE 68114 • 402-392-7901

IN PAYMENT OF \_\_\_\_\_ CHAIR \_\_\_\_\_ CLERK \_\_\_\_\_

**WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 163 OF SARPY COUNTY, NEBRASKA**  
**TO: TREASURER OF SARPY COUNTY, NEBRASKA**

NO. G-09-649  
DATE September 16 20 09  
OR SUBSEQUENT REGISTERED OWNER HEREOF  
PAY TO Thompson, Dreesen & Dorner, Inc. DOLLARS \$ 4,673.68  
Four Thousand Six Hundred and Seventy Three 68/100

AND CHARGE TO THE GENERAL ACCOUNT OF THE DISTRICT.  
IF THIS WARRANT IS REGISTERED BY THE COUNTY TREASURER, THE FOLLOWING PROVISIONS SHALL APPLY:  
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1111 North 102nd Court, Suite 300, Omaha, NE 68114 • 402-392-7901

IN PAYMENT OF \_\_\_\_\_ CHAIR \_\_\_\_\_ CLERK \_\_\_\_\_



**THOMPSON, DREESSEN & DORNER, INC.**  
Consulting Engineers & Land Surveyors

July 22, 2009

Chairman and Board of Trustees  
Sanitary & Improvement District No. 163  
of Sarpy County, Nebraska  
Mr. Patrick Sullivan, Attorney  
1246 Golden Gate Drive  
Papillion, NE 68046

Robert E. Dreessen, P.E.  
Ka "Kip" P. Squire III, P.E., S.E.  
Douglas S. Dreessen, P.E.  
Chris E. Dorner, L.S.  
Nelson J. Hymans, P.E.  
James D. Warner, L.S.  
Charles E. Riggs, P.E.  
John M. Kottmann, P.E.  
Arthur D. Beccard, P.E.  
Dean A. Jaeger, P.E.  
Richard M. Broyles, L.S.

David H. Neef, L.S.  
Ronald M. Koenig, L.S.  
Michael J. Smith, L.S.  
Troy J. Nissen, P.E., S.E.  
Douglas E. Kellner, P.E.  
Gary A. Norton, P.E.  
Brian L. Lodes, P.E. LEED AP  
Kurtis L. Rohn, P.E.  
Jeffrey L. Thompson, P.E.  
Daren A. Konda, P.E.  
Michael T. Caniglia, L.S.  
Jeremy T. Steenhoek, P.E.  
Joshua J. Storm, P.E.

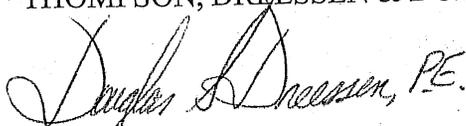
RE: One Call Member Services Agreement

As you may be aware, the State of Nebraska has mandated that Sanitary and Improvement Districts become members of and participate in the statewide one-call notification center for underground utilities. Attached is an agreement acceptable to the one call system that satisfies the State criteria. In the agreement is an exhibit indicating TD<sup>2</sup> as your one-call contact for coordinating utility locations. Once this agreement has been executed, we can upload the District's utility information to the one-call system and begin handling utility location requests.

Please contact the undersigned if you have any questions or need more information.

Respectfully submitted,

THOMPSON, DREESSEN & DORNER, INC.

  
Douglas S. Dreessen, P.E.

DSD/jlf

Enclosure

## ONE CALL MEMBER SERVICES AGREEMENT

### Background:

The Revised Statutes of Nebraska, Section 76-2301 to 76-2330, codified procedures for notifying underground utility owners and operators of impending excavation which may impact such facilities. This codification is officially known as the "One-Call Notification System Act" with the purpose identified by the Legislature as:

(1) It is the intent of the Legislature to establish a means by which excavators may notify operators of underground facilities in an excavation area so that operators have the opportunity to identify and locate the underground facilities prior to excavation and so that the excavators may then observe proper precautions to safeguard the underground facilities from damage.

(2) It is the purpose of the One-Call Notification System Act to aid the public by preventing injury to persons and damage to property and the interruption of utility services resulting from accidents caused by damage to underground facilities.

Pursuant to the One-Call Notification System Act and Nebraska Administrative Code, Title 155, State Fire Marshall, Chapter 2, a statewide one-call notification center (hereinafter referred to as "the Center") has been established and the governing board of directors (hereinafter referred to as "the Board") has solicited bids from various entities for the daily operation of the Center. Great Plains One Call Service, Inc, d/b/a Digger's Hotline of Nebraska was selected by the Board to operate the Center and to administer the statutory requirements that

*"Operators of underground facilities shall become members of and participate in the statewide one-call notification center."*

### Terms and Conditions

Therefore, pursuant to the One Call Notification System Act and Nebraska Administrative Code, Title 155, State Fire Marshall, Chapter 2 that Political Subdivisions become members of the Center, this Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2009 by and between Sanitary and Improvement District No. 163, Sarpy County, Nebraska, (hereinafter referred to as "Member"), and Great Plains One Call Service, Inc. d/b/a Digger's Hotline of Nebraska (hereinafter referred to as "Vendor").

For and in consideration as set forth herein Vendor hereby agrees to provide and operate and Member agrees to subscribe to and utilize Vendor's Nebraska Statewide One Call Center for the notification of operators with underground facilities pursuant to the One-Call Notification System Act and the terms and conditions as follows:

### Vendor Services

1. Vendor has established telephone numbers 811 for statewide use as well as 402-344-3565 in the Omaha calling area and 1-800-331-5666 in all other areas to allow all excavators within the State of Nebraska to call the One-Call Center free of charge to request location of underground facilities.

2. Vendor will provide for services through the Center 24 hours per day, 365 days each year in the following manner:

- a. The normal business day will be 7:00 am to 6:00 pm Central time Monday through Friday (hereinafter referred to as "normal business hours").
- b. From 6:00 pm to 7:00 am, including Saturdays, Sunday and all State or Nationally observed legal holidays (hereinafter referred to as "after hours").

3. Vendor will accept grids by section, range, township, and quarter section or polygon. All information provided by Member will be incorporated into a database by Vendor. Each Member grid system and database shall be confidential between the Member and Vendor unless they are of public record or common public usage. The database will be provided

to each Member upon request. Member shall notify the Vendor of any discrepancies, changes or additions of the location of any buried facilities of the Member.

4. Vendor will receive all Member notifications pursuant to the requirements of the One-Call Notification System Act. All incoming calls and outgoing manual notification calls, if applicable, will be recorded on a voice activated recorder. The voice recordings will be maintained by the Vendor for a period of five (5) years and during that time will be made available to the Member for any clarification, claim, or disputed liability purposes.

5. Vendor will advise all callers requesting location of underground facilities of the statutory requirement of two business days notice before digging. If the caller indicates that they will be excavating prior to expiration of the two business day notice, Vendor will notify Members as soon as practicable in order to assist in preventing damage to Member's facilities, but will advise caller of the statutory requirement for a two business day waiting period and that failure to comply with the statute could subject caller to additional liability.

6. Vendor shall inform all callers of all facility operators to whom notice of intent to excavate will be transmitted. Vendor shall also advise callers that if there are any other utilities in the area other than those specifically listed, or any privately owned facilities, that the caller is responsible to notify the owners or operators of those facilities as to the impending excavation. Pursuant to the Act and the Code, Vendor will obtain the following information from all callers and will pass same to Member: (a) the name and telephone number of the person making notification, (b) the name, address, and telephone number of the excavator, (c) the location of the area of the proposed excavation, including the range, township, section, and quarter section, unless the area is within the corporate limits of a city or village, in which case the location may be by street address, (d) the date and time excavation is scheduled to commence, (e) the depth of excavation, (f) the type and extent of excavation being planned, including whether the excavation involves tunneling or horizontal boring, and (g) whether the use of explosives is anticipated.

7. Vendor shall assign an identification number to each notice received for tracking and record keeping purposes.

8. Notification of intent to excavate received during normal business hours will be provided to Members by e-mail, phone, fax or software routing via the internet the same day received. A recap of all tickets sent each day will be sent to the Member the following business day by e-mail, fax or software routing via the internet. Voice transmitted notifications will be called out during the business day however a recap call will not be made. Voice notifications will be included in the follow up e-mail or fax recap notification (to include notification ticket number) the following business day.

9. If notification of intent to excavate is received after hours, the call will be received in the same manner as normal business hour notices, but the notification ticket will be held in the computer and will be sent out or called out the next business day.

10. Calls received during normal business hours that are of an emergency nature will be sent immediately and a follow-up telephone call will be made to alert Member of the emergency ticket. All emergency calls received after hours will be immediately called out to each Member affected and the notification ticket will be sent the next business day by e-mail, fax or software routing via the internet.

11. Notification of requests will be sent to Member at the telephone/fax number or email address as shown on Exhibit "A". It is Member's responsibility to advise Vendor of any change in telephone numbers or email addresses.

### **Member Duties**

12. Member shall comply with all requirements of the Nebraska One-Call Notification System Act.
13. Member shall furnish Vendor information concerning the location of its underground facilities. Member shall notify the Vendor of any discrepancies, changes or additions of the location of any buried facilities during the term of this agreement.
14. Member shall immediately advise Vendor of any change in telephone numbers or email addresses as currently shown in Exhibit "A".
15. After Vendor notifies Member of a locate request, it shall be the Member's responsibility to mark its underground facilities within two business days or alternatively to advise caller there are no Member underground facilities in the specified area or to schedule a time for Member's locator to meet with the Caller. The Vendor shall have no responsibility to coordinate individual Member's locators meeting with the Caller (meets) or advising caller that Members have no underground facilities (clears) unless specifically agreed to by Member and Vendor and charges shown on Exhibit "B" Enhanced Services are charged.

### **Pricing**

16. The basic price for service specified on Exhibit "B" attached hereto has been set as the minimum fees for services as established by the Nebraska State One-Call Board of Directors. Any other service requested by Member will be negotiated as to procedure used and price charged to the mutual satisfaction of Member and Vendor.
17. The charges on Exhibit "B" shall prevail and remain in effect until changed by action of the Nebraska State One-Call Board of Directors. If such changes are made, they shall go into effect as of the date of an amendment to this agreement.
18. Vendor shall bill Member monthly for services and the Member shall remit payment due for the prior 3 month period on the following quarterly schedule of the current year: March 31, June 30, September 30 and December 31. Quarterly payments are due in full within thirty (30) days of each respective quarter's payment schedule of the current year. (March 31, June 30, September 30 and December 31). As a Political Subdivision of the State, payments will be made via warrant.
19. In the event that Member fails to pay charges billed, Vendor shall notify the Nebraska State One-Call Board of Directors and the Nebraska Attorney General that Member is in default in regard to payment for services provided.
20. The cost of the communication technology to receive notifications on the Member-side of the interface shall be paid by Member.

### **Insurance and Indemnity**

21. Vendor agrees to indemnify and save harmless the Member from and against all liability, claim, loss, or expense for any claim of loss or damage including but not limited to death, personal injury, real or personal property damage which may arise from the negligence of the Vendor, its agents, servants, or employees.

22. Member agrees to indemnify and save harmless the Vendor from and against all liability, claim, loss or expense for any claim of loss or damage which may arise from the negligence of the Member, its agents, servants or employees.

23. Vendor shall obtain and keep in force a policy of comprehensive public liability insurance insuring Vendor against any liability arising out of the performance required under this agreement. The policy shall provide a minimum of five million dollars (\$5,000,000.00) for each accident or occurrence and in the aggregate for bodily injury, property damage, and legal defense coverage.

### Miscellaneous

24. Vendor shall be an independent contractor under the terms of this agreement. The Vendor shall comply with all applicable federal, state, county and local laws or ordinances.

25. In the event either party defaults under any of the terms and conditions of this agreement, the other party may give ten (10) days notice in writing of the alleged default or breach during which time the defaulting party may cure same. If the defaulting party fails to provide notice within said ten (10) day time the alleged default or breach shall be submitted to the Nebraska State One-Call Board for resolution.

26. This agreement shall commence upon the date of the last signature below, and shall continue thereafter unless required to be modified by State Law or action by the Nebraska State One-Call Board of Directors.

27. Any notices under this agreement shall be given in writing to the Vendor as follows:

Great Plains One Call Service, Inc.,  
d/b/a Diggers Hotline of Nebraska  
11620 Arbor Street, Suite 200  
Omaha, Nebraska 68144  
Phone 402-330-1866

28. Any notices under this agreement shall be given in writing to the Member as follows:  
Sanitary and Improvement District No. 163, Sarpy County, Nebraska  
Patrick Sullivan, Attorney  
1246 Golden Gate Drive  
Papillion, NE 68046

29. Billing for services shall be mailed to:  
Sanitary and Improvement District No. 163, Sarpy County, Nebraska  
Patrick Sullivan, Attorney  
1246 Golden Gate Drive  
Papillion, NE 68046

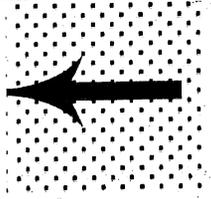
30. Member may not assign or transfer any of its rights or duties under this agreement without prior written approval of the vendor except any assignments to any entity in which the Member owns or holds a majority interest.

31. Neither Vendor nor Member shall be held responsible for any delays or failure to perform any of its responsibilities or obligations under this agreement provided such delay or failure is caused by an act of God, natural disaster, strike, declaration of war or any other causes over which such party has no control.

32. This agreement shall be binding upon the successors or assigned of all parties hereto. This agreement shall not be effective until approved and signed by authorized representatives of Sanitary and Improvement District No. 163, Sarpy County, Nebraska and Digger's Hotline of Nebraska.

\_\_\_\_\_  
Representative of  
Digger's Hotline of Nebraska

\_\_\_\_\_  
Member authorized  
Representative



H  
E  
R  
E

Approved and Accepted by  
Digger's Hotline of Nebraska  
By \_\_\_\_\_  
(Officer)

Date \_\_\_\_\_

Date \_\_\_\_\_

## **Exhibits - One Call Member Services Agreement Instructions and General Information:**

Please fill out the Exhibits completely and ensure that all contact information is current and updated as needed throughout the life of the Member Agreement. It is extremely important that Digger's Hotline be able to contact your organization at all times in case of an emergency situation in your area.

### **Members Open Hours:**

Tell us your normal hours of business operations. Please indicate time zone.

### **Members will receive requests during open hours at :**

Please list the telephone number, fax number or email/computer account where you wish to receive the notifications of excavation.

In many instances, a Company that has several field offices or a large service area, may need notifications to be sent to separate locations depending on the area of the proposed excavation. If you will have more than one receiving location for your Company's notifications, **you must fill out a form for each location.** **NOTE:** You must also indicate on the Data Base Maintenance Request Form where you want location tickets on those grids to go.

*Fax Notices: If you choose to receive excavation notifications by fax, you must have a "dedicated fax line or splitter" on your line. Our automated system delivers fax notifications, and is not capable of delivering a fax notification if a voice verification is first required on the receiving end. Therefore, if your fax machine requires someone to call and say they are sending a fax first, it will not work with our system.*

### **Member Emergency Number during open hours:**

In conjunction with all Emergency Locate notifications received by your company, Digger's Hotline will also call your company every time you have been sent an Emergency Locate notification. Please provide a direct line telephone or cell number where you wish to receive those calls during the normal business day. This number must go to a direct line or extension and cannot be Company phone number that connects to a menu option. This number must be current at all times.

### **Emergency number during closed hours:**

As stated above, please provide a direct line telephone or cell number where you wish to receive Emergency Locate notifications outside of your companies normal business hours to include evenings, weekends and holidays. This number must go to a direct line or extension and cannot be Company phone number that connects to a menu option. This number must be kept current at all times.

**Exhibit "A"**

One Call Member Agreement  
Administrative Information

1. Member Normal Business Hours, Monday-Friday

8:00 a.m. to 4:45 p.m. (Central Time)

2. Locate Notifications to be sent to Member during Normal Business Hours via one of the following methods:

( ) \_\_\_\_\_ ( ) phone or ( ) fax

CRiggs@TD2CO.COM ( ) printer or (X) computer

3. Phone/Cell number for emergency locate notifications during Member Normal Business Hours

**(402) 330-8860 Charlie Riggs**

**(402) 677-5204 Douglas Dreessen** Alternate number

4. Phone/Cell number for emergency locate notifications outside of Normal Business Hours to include all evenings/weekends/holidays.

**(402) 677-5204 Douglas Dreessen**

**(402) 618-6719** Alternate number **Jeff Thompson**

## **Exhibit "B"**

### **One Call Member Services Agreement Definition of Terms**

#### **STANDARD SERVICES**

- A. **Notification** is defined as the transmission of a ticket to an established member code for determining if an excavation is in conflict with the buried service where such transmission is provided via electronic Fax or computer to computer communications. Each incoming excavation request can generate notifications to multiple facility members.
- B. **Voice Transmitted Notification** is defined as the transmission of a ticket to an established member code for determining if an excavation is in conflict with the buried service where such transmission is provided via a person to person call and the ticket information is verbally provided to the facility member.
- C. **Emergency Notification** is defined as the transmission of a ticket to an established member code for determining if an excavation is in conflict with the buried service where such transmission is provided via electronic Fax or computer to computer communications and the facility owner must respond on a priority basis as established by law. Such transmissions are also confirmed via phone call by the One Call operations staff.
- D. **Emergency Notification (Voice Transmitted)** is defined as the transmission of a ticket to an established member code for determining if an excavation is in conflict with the buried service where such transmission is provided via a person to person call and the ticket information is verbally provided to the facility member and the facility owner must respond on a priority basis as established by law.

#### **ENHANCED SERVICES (Charged in addition to Standard Service Fees)**

- E. **Meet Notification** is defined as the scheduling of a meeting between multiple facility owners in combination with a notification transmission where the facility members agree to a joint meeting time to determine if an excavation is in conflict with the buried services. This is an optional service that only applies to facility members that agree in advance to utilize the common scheduling software module hosted by the One Call operations. Fees for this service are in addition to standard notification fees.

F. **Free-Form Polygon Notification** is defined as the transmission of a ticket to an established member code for determining if an excavation is in conflict with the buried service where such transmission is provided via electronic Fax or computer to computer communications and the facility member has registered their buried facilities under the advanced polygon mapping solution. Fees for this service are in addition to standard notification fees.

**SURCHARGES (Surcharge is in addition to all Standard Service Fees)**

G. **State One Call Notification Center Board Surcharge** is defined as additional applied to each service defined above to fund the expenses for supporting the One Call Board meetings and activities.

**EXHIBIT "C"**

One Call Member Services Agreement  
Per Notification Fee Schedule

**STANDARD SERVICES:**

Per Notification (via Fax - Printer or Computer)----- \$0.97

**Voice Transmitted Notification**

25 and under per month----- \$1.95

26 and over per month----- \$3.05

Emergency Notification (via Fax - Printer or Computer)--- \$1.80  
(Followed by Telephone Call)

Emergency Notification (Voice Transmitted)----- \$3.05

**ENHANCED SERVICES:** (Charged in addition to fees for Standard Services)

"Meet" Notification<sup>1</sup>----- \$0.35

Free-Form Polygon Notification<sup>2</sup>----- \$0.75

**SURCHARGES:** (Charged in addition to Standard and Enhanced Fees)

State One Call Notification Center Board Surcharge----- \$0.04

**PAYMENT TERMS:**

Vendor shall bill Member monthly for services and the Member shall remit payment due for the prior 3 month period on the following quarterly schedule of the current year: March 31, June 30, September 30 and December 31. Quarterly payments are due in full within thirty (30) days of each respective quarter's payment schedule of the current year. As a political Subdivision of the State, payments will be made via warrant.

<sup>1</sup> A "Meet" notification requires the Vendor to set a meet time between the member and the excavator based upon a predetermined "meet" schedule.

<sup>2</sup> Free-Form Polygons allow a member to define service areas by drawing or importing polygon shapes into a mapping system. The polygon shapes represent coordinate-based geographical coverage of the location, size and shape of the member's service area. Any dig requests that affect the member's polygon registrations will create a notification to that member. Free-form polygon registrations have been proven, in some cases, to reduce notification volumes by eliminating over-notifications associated with the older TRSQ grid registration method. This fee is charged by service area. A member is allowed to have a mixture of TRSQ-based service areas and free-form polygon service areas. The additional fee will only be applied to notifications sent from the free-form polygon service areas. If a service area is defined solely by TRSQ grids, the Free-Form Polygon fee will not apply. Price change will become effective upon the date a new contract is executed between GPOC and the Nebraska State One Call Board, or on January 1, 2004, whichever date is later.



ACCOUNT NUMBER: 2404100021  
0014421 1 0828

STATEMENT DATE August 28, 2009

Amount Paid \_\_\_\_\_

Net Amount Due Upon Receipt **\$1,980.42**

Gross Amount Due After Sep 18, 2009 **\$1,980.42**



SID 163 SARPY  
% ADAMS & SULLIVAN  
1246 GOLDEN GATE DR STE 1  
PAPILLION NE 68046-2843

PO BOX 3995  
OMAHA NE 68103-0995

01240410002110000019804200000198042200909186

Please return this portion with payment - Bring entire bill when making payment in the office

Customer Name: SID 163 SARPY  
Service Location: 13700 GILES RD,STLT  
OMAHA NE  
Account Number: 2404100021

For Bill Inquiries Call The  
Omaha Office (402) 346-4636

Billing Period

From 7-30-2009 To 8-28-2009

Method No. Count of Lamps @ Price per Lamp	Amount
Method 61211 23 Lamps @ \$15.95 per Lamp @ 29 Days	366.85
Fuel & Transportation Cost Adjust.	9.10
Sales Tax	20.68
<b>Total Current Bill</b>	<b>396.63</b>
Account Status from Prior Bill	1,583.79
Payments Received	0.00
<b>Net Amount Due Upon Receipt</b>	<b>\$1,980.42</b>
Bill Delinquent and Gross Amount Due After 09/18/09	\$1,980.42



STATEMENT DATE July 30, 2009

Amount Paid \_\_\_\_\_

Net Amount Due Upon Receipt **\$1,583.79**

Gross Amount Due After Aug 19, 2009 **\$1,583.79**

PO BOX 3995  
OMAHA NE 68103-0995

ACCOUNT NUMBER: 2404100021  
0004311 1 0731



SID 163 SARPY  
% ADAMS & SULLIVAN  
1246 GOLDEN GATE DR STE 1  
PAPILLION NE 68046-2843

01240410002110000015837900000158379200908197

Please return this portion with payment - Bring entire bill when making payment in the office.

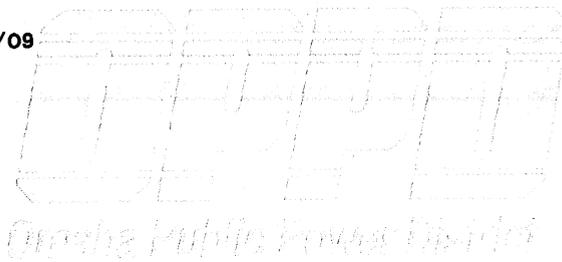
Customer Name: SID 163 SARPY  
Service Location: 13700 GILES RD,STLT  
OMAHA NE  
Account Number: 2404100021

For Bill Inquiries Call The  
Omaha Office (402) 346-4636

Billing Period

From To  
6-29-2009 7-30-2009

Method No. Count of Lamps @ Price per Lamp	Amount
Method 61211 23 Lamps @ \$15.95 per Lamp @ 31 Days	366.85
Fuel & Transportation Cost Adjust.	8.31
Sales Tax	20.63
<b>Total Current Bill</b>	<b>395.79</b>
Account Status from Prior Bill	1,188.00
Payments Received	0.00
<b>Net Amount Due Upon Receipt</b>	<b>\$1,583.79</b>
Bill Delinquent and Gross Amount Due After 08/19/09	\$1,583.79



# The Omaha World-Herald Ad Order Confirmation

Ad Content

ADAMS & SULLIVAN, P.C.  
 ATTORNEYS AT LAW  
 1246 GOLDEN GATE  
 DRIVE PAPILLION, NE  
 68046 NOTICE OF  
 BUDGET HEARING AND  
 BUDGET SUMMARY OF  
 SANITARY &  
 IMPROVEMENT DISTRICT  
 NO. 163 IN SARPY  
 COUNTY, NEBRASKA  
 PUBLIC NOTICE is hereby  
 given, in compliance with the  
 provisions of State Statute  
 Sections 13-501 to 13-512,  
 that the governing body will  
 meet on the 16th day of  
 September 2009, at 8:30  
 a.m. at 15426 West Center  
 Road, Omaha, Nebraska  
 for the purpose of hearing  
 support, opposition,  
 criticism, suggestions or  
 observations of taxpayers  
 relating to the following  
 proposed budget. The  
 budget detail is available at  
 the office of the Clerk during  
 regular business hours.  
 Dave Miller, Clerk  
 2007-2008 Actual  
 Disbursements & Transfers  
 \$241,895.00 2008-2009  
 Actual Disbursements &  
 Transfers \$515,701.00  
 2009-2010 Proposed Budget  
 of Disbursements &  
 Transfers \$331,760.00  
 2009-2010 Necessary Cash  
 Reserve \$418,614.00  
 2009-2010 Total Resources  
 Available \$750,374.00 Total  
 2009-2010 Personal & Real  
 Property Tax Requirement  
 \$177,239.00 Unused Budget  
 Authority Created for Next  
 Year \$13,334.20  
 Breakdown of Property Tax:  
 Personal & Real Property  
 Tax Required for Bonds  
 \$153,463.00 Personal &  
 9/8/2009 7:06:56AM

Ad Number 0001131220-01  
Sales Rep. jerwin  
Order Taker jerwin  
Ad Type SNI Legals Semi D  
Ad Size  
 : 2.0 X 43 Li  
PO Number  
Color B&W  
Promo Type  
Customer  
 ADAMS & SULLIVAN, P.C.  
Customer Account  
 153912  
Customer Address  
 1246 Golden Gate Drive Ste# 1  
 PAPILLION NE 68046-2843  
 USA  
Customer Phone  
 (402)339-9550

Ordered By

Special Pricing

None

Invoice Text

Materials

Ad Order Notes

<u>Tear Sheets</u>	<u>Proofs</u>	<u>Blind Box</u>
0	0	

<u>Net Amount</u>	<u>Total Amount</u>
\$35.48	\$35.48

Payment Method

<u>Payment Amount</u>	<u>Amount Due</u>
\$0.00	\$35.48

## The Omaha World-Herald Ad Order Confirmation

Real Property Tax Required  
 for All Other Purposes  
 \$23,776.00 NOTICE OF  
 SPECIAL HEARING TO  
 SET FINAL TAX REQUEST  
 SANITARY &  
 IMPROVEMENT DISTRICT  
 NO. 163 IN SARPY  
 COUNTY, NEBRASKA  
 PUBLIC NOTICE is hereby  
 given, in compliance with the  
 provisions of State Statute  
 Section 77-1601.02, that the  
 governing body will meet on  
 the 16th day of September  
 2009, at 8:45 a.m. at 15426  
 West Center Road, Omaha,  
 Nebraska for the purpose of  
 hearing support, opposition,  
 criticism, suggestions or  
 observations of taxpayers  
 relating to the setting the  
 final tax request at a  
 different amount than the  
 prior year tax request. Dave  
 Miller, Clerk 2008-2009  
 Property Tax Request  
 \$178,147.08 2008 Tax Rate  
 .410000 Property Tax Rate  
 (2008-2009 Request/2009  
 Valuation) .412120  
 2009-2010 Proposed  
 Property Tax Request  
 \$177,239.00 Proposed 2009  
 Tax Rate .410000  
 2009 Certified Valuation  
 \$43,229,010 1131220; 9/10

<u>Product Information</u>	<u>Placement/Classification</u>	<u>Run Dates</u>	<u># Inserts</u>	<u>Cost</u>
SNI Classified::	Papillion Legals SNI Legals Papillion-Appears			

# The Omaha World-Herald Ad Order Confirmation

**Ad Content**

NOTICE OF MEETING  
 SANITARY AND  
 IMPROVEMENT DISTRICT  
 NO. 163 OF SARPY  
 COUNTY, NEBRASKA  
 Notice is hereby given that a  
 meeting for the Board of  
 Trustees of Sanitary and  
 Improvement District No.  
 163 of Sarpy County,  
 Nebraska, will be held at  
 9:00 a.m. on September 16,  
 2009 at 15426 West Center  
 Road, Omaha, Nebraska,  
 which meeting will be open  
 to the public. An Agenda for  
 such meeting which includes  
 payment of the bills of the  
 District, kept continuously  
 current, is available for  
 public inspection at 1246  
 Golden Gate Drive, Suite 1,  
 Papillion, Nebraska. Dave  
 Miller Clerk of the District  
 1131221; 9/10

**Ad Number** 0001131221-01

**Sales Rep.** jerwin

**Order Taker** jerwin

**Ad Type** SNI Legals

**Ad Size**  
 : 1.0 X 21 Li

**PO Number**

**Color** B&W

**Promo Type**

**Customer**  
 ADAMS & SULLIVAN, P.C.

**Customer Account**  
 153912

**Customer Address**  
 1246 Golden Gate Drive Ste# 1  
 PAPILLION NE 68046-2843  
 USA

**Customer Phone**  
 (402)339-9550

**Ordered By**

**Special Pricing**

None

**Invoice Text**

**Materials**

**Ad Order Notes**

<b><u>Tear Sheets</u></b>	<b><u>Proofs</u></b>	<b><u>Blind Box</u></b>
0	0	

<b><u>Net Amount</u></b>	<b><u>Total Amount</u></b>
\$8.66	\$8.66

**Payment Method**

<b><u>Payment Amount</u></b>	<b><u>Amount Due</u></b>
\$0.00	\$8.66

<u>Product Information</u>	<u>Placement/Classification</u>	<u>Run Dates</u>	<u># Inserts</u>	<u>Cost</u>
SNI Classified::	Papillion Legals SNI Legals Papillion-Appears			



Thompson, Dreesen & Dorner, Inc.  
 Consulting Engineers & Land Surveyors  
 10836 Old Mill Road  
 Omaha, NE 68154  
 Phone (402) 330-8860 Fax (402) 330-5866

**Invoice**

April 29, 2009  
 Project No: 0951-101  
 Invoice No: 85866

MR. PATRICK SULLIVAN  
 SID #163 (I-80 INDUSTRIAL PARK)  
 OF SARPY COUNTY, NEBRASKA  
 1246 GOLDEN GATE DRIVE, STE. 1  
 PAPHILLION, NE 68046

Project 0951-101 MISCELLANEOUS SERVICES, 1992-Current

**Professional Services from March 13, 2009 to April 5, 2009**

**Professional Personnel**

Construction Observation and Testing	3,646.25	
Communicate Information Concerning Repairs	350.00	
		<b>Total this Invoice \$3,996.25</b>

**Outstanding Invoices**

Number	Date	Balance	
0084815	11/21/08	2,037.50	-Pd
0085106	12/30/08	390.18	-Pd
0085261	1/28/09	276.68	-Pd
0085662	3/27/09	635.50	
<b>Total</b>		<b>3,339.86</b>	
		<b>Total Now Due</b>	<b>\$7,336.11</b>

Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charges on Past Due Accounts. Also Liable for all Legal and Collection Fees.



Thompson, Dreessen & Dörner, Inc.  
 Consulting Engineers & Land Surveyors  
 10836 Old Mill Road  
 Omaha, NE 68154  
 Phone (402) 330-8860 Fax (402) 330-5866

**Invoice**

May 28, 2009  
 Project No: 0951-101  
 Invoice No: 86084

MR. PATRICK SULLIVAN  
 SID #163 (I-80 INDUSTRIAL PARK)  
 OF SARPY COUNTY, NEBRASKA  
 1246 GOLDEN GATE DRIVE, STE. 1  
 PAPIILLION, NE 68046

Project 0951-101 MISCELLANEOUS SERVICES, 1992-Current

Professional Services from April 6, 2009 to May 3, 2009

**Professional Personnel**

Construction Observation	409.50
Contract Administration – Repairs	126.68

**Total this Invoice \$536.18**

**Invoice**

**Thompson, Dreessen & Dorner, Inc.  
Consulting Engineers & Land Surveyors  
10836 Old Mill Road  
Omaha, NE 68154**

July 27, 2009

Project No: 0951-101

Invoice No: 86212

PATRICK SULLIVAN  
SID #163 (I-80 INDUSTRIAL PARK)  
OF SARPY COUNTY, NEBRASKA  
1246 GOLDEN GATE DRIVE, STE. 1  
PAPILLION, NE 68046

Project 0951-101 MISCELLANEOUS SERVICES, 1992-Current

**Professional Services from May 4, 2009 to June 28, 2009**

**Professional Personnel**

Construction Observation

**Total this Invoice**

**\$141.25**

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.

---

# STATEMENT

**BILL TO:** JENNIFER FETT  
ADAMS & SULLIVAN  
1246 GOLDEN GATE DRIVE, SUITE 1  
PAPILLION, NE 68046-2843

**REMIT TO:** ED MILLER & SONS, INC.  
15426 WEST CENTER ROAD  
OMAHA, NEBRASKA 68144

=====

**LABOR FOR WORK PERFORMED ON RIGHT OF WAY – SID 163**

**WEEK ENDING 4/26/09**

Clean up dirt and concrete using loader	1.5 hours @ \$105	\$157.50
Clean up dirt and concrete using dumptruck	1.5 hours @ \$79	\$118.50
Pick up trash using pickup	4.0 hours @ \$64	\$256.00
Pick up trash – labor	4.0 hours @ \$36	\$144.00
	<b>SUBTOTAL</b>	<b>\$676.00</b>

**LABOR FOR WORK PERFORMED ON CENTENNIAL ROAD – SID 163**

Fix holes undermining sewer & street		
With tractor	7.0 hours @ \$62	\$434.00
With dumptruck	4.0 hours @ \$79	\$316.00
	<b>SUBTOTAL</b>	<b>\$750.00</b>

**BALANCE DUE** \$1426.00

**First National Bank**  
**Omaha**  
1620 Dodge Street, Stop 1080 Omaha, Nebraska 68197  
**(402) 341-0500**

**WEALTH MANAGEMENT GROUP - TRUST DIVISION**

**INVOICE**

Sarpy County, NE SID No. 163  
c/o Dixon Adams, Attorney-at-Law  
Adams & Sullivan  
1246 Golden Gate Drive, Ste 1  
Papillion, NE 68046

Invoice Date: June 26, 2009

**Fee is due within 30 days  
Invoice Date**



Paying Agent Annual Fee for the period ending  
June 30, 2009 for the following issue:

Series 2003 \$700.00

**TOTAL AMOUNT DUE: \$700.00**

Please call Charleen Anderson at 633-3386 if you have any questions  
Keep one copy for your records and return the other with your payment.

Mail payment to:

First National Bank of Omaha  
Attn: Charleen Anderson  
Wealth Management Group-Trust Division  
1620 Dodge Street  
Omaha, NE 68197-1080

1620 DODGE STREET  
OMAHA NE 68197-1080

AMOUNT TO BE PAID TO THE CREDIT OF THE  
ACCOUNT OF THE PAYEE

**First National Bank**

**Omaha**

1620 Dodge Street, Stop 1080 Omaha, Nebraska 68197  
**(402) 341-0500**

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**Account Activity**  
**From 07/01/2008 to 06/30/2009**

SC SID #163 Series 2003  
 c/o Dixon Adams, Esq.  
 1246 Golden Gate Drive  
 Papillion, NE 68046-

Trade Date	Transaction Description	Transaction Dollar Amount
7/1/2008	Beginning Balance	0.00
10/01/2008	Contribution	152,930.00
10/01/2008	Fees	(700.00)
10/01/2008	Interest Payment	(62,230.00)
10/01/2008	Principal Payment	(90,000.00)
2/06/2009	Contribution	264,965.28
2/06/2009	Interest Payment	(4,965.28)
2/06/2009	Principal Payment	(260,000.00)
4/01/2009	Contribution	48,450.00
4/01/2009	Interest Payment	(48,450.00)
4/06/2009	Contribution	4,965.00
4/06/2009	Interest Payment	(4,965.00)
6/30/2009	Ending Balance	<u>0.00</u>