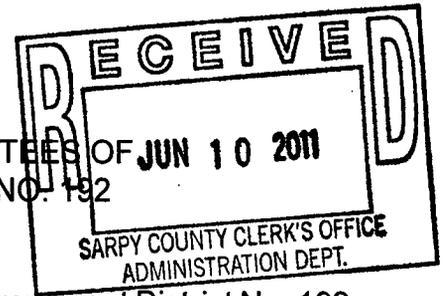


MINUTES OF MEETING OF BOARD OF TRUSTEES OF JUN 10 2011
SANITARY AND IMPROVEMENT DISTRICT NO. 192
OF SARPY COUNTY, NEBRASKA



19

The meeting of the Board of Trustees of Sanitary and Improvement District No. 192 of Sarpy County, Nebraska, was convened in public and open session at 2:30 p.m., on Wednesday, May 11, 2011, at 17136 Fairway Drive, Omaha, Nebraska. Present were the following Trustees of the District: Lee Harrow, Timothy P. Goodman, Tom Dein, Steven Moore, and Morrie Naumann. Absent were the following Trustees: none. Present by invitation were Ronald W. Hunter, attorney for the District; Kristi Weispfenning, his assistant, and Gerry Gutoski of Field R & D. Notice of the meeting was given in the Papillion Times on May 4, 2011, all as provided in the Proof of Publication to be attached to these Minutes. A copy of the Acknowledgment of Receipt of Notice signed by all the Trustees is also attached to these Minutes. Availability of the Agenda was communicated in the published Notice and in the Notice to the Trustees of the meeting. All proceedings of the Board were taken while the convened meeting was held open to the attendance of the public.

The Attorney for the District certifies that these Minutes were written and available for public inspection within ten (10) working days and prior to the next convened meeting of the Board of Trustees.

The Chairman called the meeting to order and called the roll.

The Chairman publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy in the room where the meeting was being held.

The Chairman stated the first order of business was an update from Gerry Gutoski regarding water system. Mr. Gutoski stated that Well No. 3 is prepped and should be turned on at the end of May. Mr. Gutoski also stated that once Well No. 3 is turned on, then all of the fire hydrants will be blown out. Mr. Gutoski also stated that all of the manholes seem to be flowing with no significant back ups at this time. Mr. Gutoski reported that there are no water payments which are past 60 days delinquent.

At this point in the meeting, Mr. Gutoski left the meeting.

The Chairman stated the next order of business was a discussion regarding property owner questions or concerns. The Chairman asked for suggestions regarding street repairs. The Trustees agreed there are a few locations where the concrete needs to be replaced but the majority of the work is sealing cracks. It was agreed the Chairman and Trustee Naumann would make a list of the necessary work.

The Chairman asked if Mr. Pearson has responded to the letter requesting him to repair is sanitary sewer lateral as recommended by the engineers. Ms. Weispfenning

stated the letter has been prepared and was going to be mailed.

The Chairman also stated the repairs have been completed in Tiburon Estates where the ground had washed out from a car hitting the fire hydrant in the winter. Ms. Weispfenning stated that once invoices have been received, she will file a formal claim with the insurance company.

The Chairman stated he met with a representative of the SID's insurance company which has requested a copy of Gerry and Dave's insurance policies. Ms. Weispfenning stated she would request copies from Gerry.

The Chairman informed the Trustees that Mark White has moved out of his house and there are no new tenants at this time. Ms. Weispfenning stated she would remind Gerry this house is vacant.

The Chairman also reported that several of the sprinkler heads in the park are in need of being replaced. ~~The Trustees agreed to have SunDaze replace the sprinkler heads.~~ SunDaze has ~~been~~ begun mowing the park. The Chairman stated the water sprinkler system at the entrance is up and running. 

The Chairman asked when would it be appropriate to begin reviewing the budget for the upcoming year. Ms. Weispfenning stated she would prepare an itemized budget expenditure list from this fiscal year for the Trustees to review at the next meeting.

The Chairman stated the stop sign at 172nd Street and Maryian on the northeast corner is leaning. Ms. Weispfenning stated she would contact ChorePro to fix the stop sign. *Merion (ok?)*

The Chairman also stated that after looking at the lift stations, the locks were left unlatched. Ms. Weispfenning stated she had contacted Eiden Hobza and informed him the locks need to be engaged at all times.

The Chairman inquired as to mowing the entrance at 174th Street. After a discussion, the Trustees agreed they would mow this entrance.

The Chairman stated the next order of business was a discussion regarding the electrical breaker used for measuring sewage. Mr. Hunter stated he was of the understanding that SID 176 was responsible for all repairs and maintenance regarding this issue. The Chairman stated the Veigger Electric installed the breaker and that he would contact them to see who was originally billed for the installation. Ms. Weispfenning stated she would contact O.P.P.D. to see who is being billed for the electrical service for this location.

The Trustees agreed that the next meeting of the Board of Trustees would be held at 2:30 p.m. on June 8, 2011 at 17110 Fairway Drive.

The following are reporting items for the Trustees' information and required no action: General Ledger balances from Sarpy County Treasurer for the General and Bond Fund, and Year To Date Budget Expenditures.

The next order of business was the payment of bills. After a full and complete discussion by the Board, the following Resolutions were moved by the Trustee Naumann and seconded by Trustee Goodman, to-wit:

BE IT RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 192 of Sarpy County, Nebraska, that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver General Fund Warrant Nos. 2425 through 2438 of the District, dated the date of this meeting, to the following payees and in the following amounts, said Warrants to be drawn on the General Fund of the District and to draw interest at the rate of seven percent (7%) per annum and to be redeemed no later than May 11, 2014, 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. 2425 in the amount of \$10.73 made payable to WORLD HERALD MEDIA GROUP, per Customer No. 154004, Order No. 0001370192-01, attached.

WARRANT NO. 2426 in the amount of \$196.75 made payable to O.P.P.D., per Account No. 0622093108, dated 04/08/11, attached.

WARRANT NO. 2427 in the amount of \$172.96 made payable to O.P.P.D., per Account No. 2953028855, dated 04/08/11, attached.

WARRANT NO. 2428 in the amount of \$28.42 made payable to O.P.P.D., per Account No. 5958727663, dated 04/08/11, attached.

WARRANT NO. 2429 in the amount of \$33.21 made payable to O.P.P.D., per Account No. 6474900369, dated 04/08/11, attached.

WARRANT NO. 2430 in the amount of \$28.16 made payable to GREAT PLAINS ONE-CALL

SERVICES, INC., per Invoice No. 411SD192, attached.

WARRANT NO. 2431 in the amount of \$862.00 made payable to FIELD R & D, per Invoice No. 100186, attached.

WARRANT NO. 2432 in the amount of \$1,205.40 made payable to PAPILLION SANITATION, per Invoice No. 2170666, attached.

WARRANT NO. 2433 in the amount of \$630.00 made payable to CLEAN SWEEP COMMERCIAL INC. PARKING LOT SERVICES, per Invoice No. 1322, attached.

WARRANT NO. 2434 in the amount of \$573.38 made payable to THOMPSON, DREESSEN & DORNER, INC., per Project No. 1591-900, Invoice No. 90862 and Project No. 1591-102, Invoice No. 90861, attached.

WARRANT NO. 2435 in the amount of \$750.00 made payable to ANNIE'S NURSERY CO., per Invoice ID. 2011-404, attached.

WARRANT NO. 2436 in the amount of \$1,477.48 made payable to CITY OF OMAHA., per Invoice No. 73389, attached.

WARRANT NO. 2437 in the amount of \$70.76 made payable to STEVEN MOORE, per Reimbursement statement dated 04/15/11, attached.

WARRANT NO. 2438 in the amount of \$1,170.00 made payable to RONALD W. HUNTER, per Statement dated 05/10/11, attached.

BE IT RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 192 of Sarpy County, Nebraska, that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Check Nos. 1081 through

Check No. 1084 of the District, dated the date of this meeting, to the following payee and in the following amount to be drawn on the American National Bank Service Fee Fund Checking Account of the District, to-wit:

CHECK NO. 1081 in the amount of \$33.55 made payable to BLACK HILLS ENERGY, per Account No. 3497 3578 91, dated 04/28/11, attached.

CHECK NO. 1082 in the amount of \$729.12 made payable to PROVIDENCE GROUP, INC., per Invoice No. 100182, attached.

CHECK NO. 1083 in the amount of \$70.00 made payable to U.S. POSTAL SERVICE, per P.O. Box Rent, attached.

CHECK NO. 1084 in the amount of \$1,000.00 made payable to BELLE WEISPFENNING, per bookkeeping services, attached.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 192 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. 192 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 on 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 \$5,000,000.00 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. 192 of Sarpy County, Nebraska that this and the preceding Resolutions are hereby adopted as the Certificate with Respect to Arbitrage of the District hereby further certify, as of the date of the registration of the above Warrant 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 Warrant. The District reasonably anticipates that monies in its Bond Fund reasonably attributable to the above Warrant in excess of the lesser of: (a) 10% of the net principal proceeds of the above Warrant, (b) the maximum annual debt service due on the above Warrant, or (c) 125% of average annual debt service due on the above Warrant will be expended for payment of principal of and interest on the above Warrant within 13 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 Warrant within 13 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 of the above Warrant.

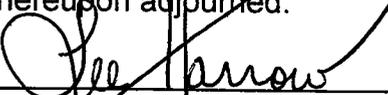
2. To the best of their knowledge, information and belief, the above expectations are reasonable.

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. This 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.

On the foregoing Resolutions, the following Trustees voted "aye": Trustees Goodman, Harrow, Naumann, and Dein; voting "nay" thereon were the following: none. Trustee Moore abstained from voting. The Chairman declared said Resolutions were duly carried and adopted.

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



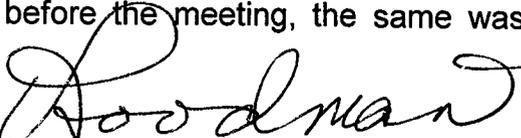
LEE HARROW, Chairman



STEVEN MOORE, Trustee



TOM DEIN, Trustee



TIMOTHY GOODMAN, Clerk



MORRIE NAUMANN, Trustee

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 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, May 4, 2011 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 Kirk Hoffman
Publisher Business Manager

RONALD W. HUNTER
Attorney at Law
11605 Arbor Street Suite 104
Omaha, NE 68144

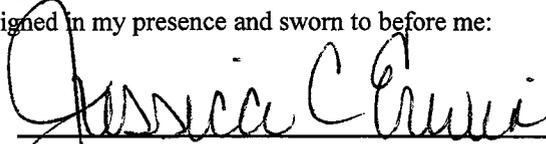
NOTICE OF MEETING
Sanitary and Improvement
District No. 192 of
Sarpy County, Nebraska

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 192 of Sarpy County, Nebraska, will be held at 2:30 p.m., on Wednesday, May 11, 2011, at 17136 Fairway Drive, Omaha, Nebraska, which meeting will be open to the public. An Agenda for such meeting, kept continuously current, is available for public inspection at the office of the Chairman of the Board of the District at 11605 Arbor Street, Suite 104, Omaha, Nebraska, and includes payment of bills of the District.

TIMOTHY GOODMAN
Clerk of the District

1370192: 5/4

Today's Date 05-03-2011
Signed in my presence and sworn to before me:



Notary Public

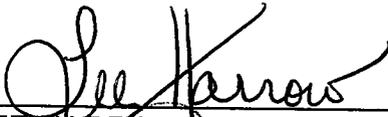


Printer's Fee \$ 10.73
Customer Number: 167774
Order Number: 0001370192

ACKNOWLEDGMENT OF RECEIPT
OF
NOTICE OF MEETING

THE UNDERSIGNED Trustees of Sanitary and Improvement District No. 192 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 2:30 p.m., on Wednesday, May 11, 2011, at 17136 Fairway Drive, Omaha, Nebraska.

DATED this 11th day of May, 2011.



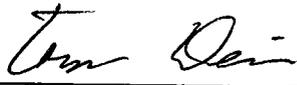
LEE HARROW, Chairman



TIMOTHY P. GOODMAN, Clerk



STEVEN MOORE, Trustee



TOM DEIN, Trustee



MORRIE NAUMANN, Trustee

CERTIFICATE

The undersigned hereby certify that they are the Chairman and Clerk of Sanitary and Improvement District Number 192 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 given 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 11th day of May, 2011.



Chairman



Clerk

AGENDA

Meeting of the Board of Trustees of Sanitary and Improvement District No. 192 of Sarpy County, Nebraska:

Lee Harrow, Chairman
Timothy P. Goodman, Clerk
Steven Moore, Trustee
Morrie Naumann, Trustee
Tom Dein, Trustee

Held at 2:30 p.m., on Wednesday, May 11, 2011, at 17136 Fairway Drive, Omaha, Nebraska.

1. Call meeting to order and roll call.
2. The Chairman to state to all in attendance that a current copy of the Nebraska Open Meetings Act is available for review and indicate the location of such copy in the room where the meeting is being held.
3. Update from Gerry Gutoski.
4. Discussion regarding property owner questions or concerns.
5. Discussion regarding electrical breaker used for measuring sewage.
6. Set next meeting location.
7. The following are reporting items for the Trustees' information and required no action: General Ledger balances from Sarpy County Treasurer for the General and Bond Fund, and Year To Date Budget Expenditures.
8. Pay the following bills (statements and/or invoices attached):
 - A. World Herald Media Group
Customer No. 154004
Order No. 0001370192-01 10.73
 - B. O.P.P.D.
Account No. 0622093108
dated 04/08/11 196.75
 - C. O.P.P.D.
Account No. 2953028855
dated 04/08/11 172.96

D.	O.P.P.D. Account No. 5958727663 dated 04/08/11		28.42
E.	O.P.P.D. Account No. 6474900369 dated 04/08/11		33.21
F.	Great Plains One-Call Services, Inc. Invoice dated 411SD192		28.16
G.	Field R & D Invoice No. 100186		862.00
H.	Papillion Sanitation Invoice No. 2170666		1,205.40
I.	Clean Sweep Commercial Inc. Parking Lot Services Invoice No. 1322		630.00
J.	Thompson, Dreessen & Dorner, Inc. Project No. 1591-102, Invoice No. 90861 Project No. 1591-900, Invoice No. 90862	173.38 <u>400.00</u>	573.38
K.	Annie's Nursery Co. Invoice ID. 2011-404		750.00
L.	City of Omaha Invoice No. 73389		1,477.48
M.	Steven Moore Reimbursement statement dated 04/15/11		70.76
N.	Ronald W. Hunter Statement dated 05/10/11		1,170.00
O.	Black Hills Energy Account No. 3497 3578 91 dated 04/28/11	**	33.55
P.	Providence Group, Inc. Invoice No. 100182	**	729.12
Q.	U.S. Postal Service P.O. Box Rent	**	70.00

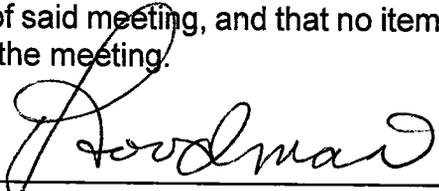
R. Belle Weispfenning
Bookkeeping fees

** 1,000.00

* There are funds available so there is no 5% fee paid to Ameritas Investment Corp.
** Indicates payments issued with a check.

9. Adjourn.

THE UNDERSIGNED, hereby certifies that the foregoing Agenda was prepared and available for public inspection at the address shown on the published notice of meeting at least 24 hours prior to the commencement of said meeting, and that no items were added to the Agenda after the commencement of the meeting.



Clerk

Kristi Weispenning

From: <lharrow@cox.net>
Date: Wednesday, May 04, 2011 3:08 PM
To: "Kristi Weispenning" <rwhre@hunterlaw.omhcoxmail.com>
Subject: Fwd: RE: FW: SID 176 - Lift Station

Kristi,

See the info below from Dean. Do we know who the contractor was that installed the metering system??

Lee

> From: "Dean Jaeger" <djaeger@td2co.com>
 > To: <lharrow@cox.net>
 > Cc: "Nusser, James (PWks)" <James.Nusser@ci.omaha.ne.us>
 > Subject: RE: FW: SID 176 - Lift Station
 > Date: Wed, 4 May 2011 09:34:13 -0500
 >
 > Lee
 >
 > We arranged for the cleaning of the 168th Street Sanitary Sewer after the
 > completion of county paving project. There would have been no need to
 > disable the metering manhole for that work. The cleaning was done last
 > summer. It is my understanding the meter quit working in the past month.
 >
 > I talked Eldon Hobza, operator of the SID 176 Lift Station. Eldon indicated
 > he has removed a faulty breaker to get a replacement. The breaker removed
 > controls one of the vacuum prime pumps in station. Eldon could not shed any
 > light on the electrical service to the metering manhole.
 >
 > Do you have any idea who the Contractor was that installed the Metering
 > Manhole? Based upon the Interlocal Agreements I think the Metering Manhole
 > was constructed under a City of Omaha Contract and paid for by the SID about
 > 2003.
 >
 > Dean A. Jaeger, P.E., L.S.
 >
 > Thompson, Dreessen & Dorner, Inc.
 >
 > 10836 Old Mill Rd. | Omaha, NE 68154
 >
 > P: 402.330.8860 | D: 402.504.9174
 >
 > things 2 come >>> | td2co.com
 >
 >
 >
 > P please consider the environment before printing this e-mail
 >
 > -----Original Message-----

> From: lharrow@cox.net [mailto:lharrow@cox.net]
> Sent: Tuesday, May 03, 2011 9:28 PM
> To: djaeger@td2co.com
> Subject: RE: FW: SID 176 - Lift Station

>
> Dean,
> Was it TD2 that arranged for the sewer line to be cleaned of asphalt chunks
> after the completion of the 168th St. project??? We think so. If we are
> correct, we hypothesize that the contractor disabled the meter by pulling
> the breaker to prevent damage to the meter during the cleaning process. If
> so, that contractor needs to be contacted to put the meter back in service.
> If we are off base we may need help to determine where the breaker box is
> located. We may choose to replace breaker ourselves if the amperage is know
> and the location accessible.

> Lee

> ---- Dean Jaeger <djaeger@td2co.com> wrote:
>> The meter is still disconnected. In talking with Jim Nusser, City of
> Omaha,
>> he thought the breaker for the manhole circuit in the Lift Station Control
>> Panel is missing.

>>
>> Dean A. Jaeger, P.E., L.S.
>>
>> Thompson, Dreessen & Dorner, Inc.
>>
>> 10836 Old Mill Rd. | Omaha, NE 68154
>>
>> P: 402.330.8860 | D: 402.504.9174
>>
>> things 2 come >>> | td2co.com

>> P please consider the environment before printing this e-mail

>> -----Original Message-----

>> From: lharrow@cox.net [mailto:lharrow@cox.net]
>> Sent: Tuesday, May 03, 2011 9:07 AM
>> To: djaeger@td2co.com
>> Subject: RE: FW: SID 176 - Lift Station

>> Thank you. Is the meter still disconnected????

>> ---- Dean Jaeger <djaeger@td2co.com> wrote:

>>> Lee

>>>

>>> It is my understanding you are paying the cost of maintaining the Lift
>>> Station based on the proportionate share specified in the Interlocal
>>> Agreement and paying the City of Omaha for treatment of your sanitary
>> sewer
>>> flow based upon the meter readings from the manhole.

>>>
>>> Dean A. Jaeger, P.E., L.S.
>>>
>>> Thompson, Dreessen & Dorner, Inc.
>>>
>>> 10836 Old Mill Rd. | Omaha, NE 68154
>>>
>>> P: 402.330.8860 | D: 402.504.9174
>>>
>>> things 2 come >>> | td2co.com
>>>
>>>
>>>

>>> P please consider the environment before printing this e-mail
>>>
>>>

>>> -----Original Message-----
>>> From: lharrow@cox.net [mailto:lharrow@cox.net]
>>> Sent: Tuesday, May 03, 2011 8:56 AM
>>> To: djaeger@td2co.com
>>> Subject: Re: FW: SID 176 - Lift Station
>>>

>>> Dean,
>>> Received. Will review. Are we paying our bill based on the meter
> reading
>>> from the man hole in question or by the proportionate share arrangement
>>> specified in the attachments????
>>>
>>>

>>> ---- Dean Jaeger <djaeger@td2co.com> wrote:
>>>> Lee and Ron
>>>>
>>>> I am forwarding an email I received from E&A Consulting Group
> including
>>>> the
>>>> attachments.
>>>>

>>>> Dean A. Jaeger, P.E., L.S.
>>>>
>>>> Thompson, Dreessen & Dorner, Inc.
>>>>
>>>> 10836 Old Mill Rd. | Omaha, NE 68154
>>>>
>>>> P: 402.330.8860 | D: 402.504.9174
>>>>
>>>>

>>>> things 2 come >>> | td2co.com

>>>>
>>>>
>>>>

>>>> P please consider the environment before printing this e-mail

>>>>

>>>> -----Original Message-----

>>>> From: Tom Rasmussen [mailto:trasmussen@eacg.com]

>>>> Sent: Monday, May 02, 2011 2:13 PM

>>>> To: djaeger@td2co.com

>>>> Subject: FW: SID 176 - Lift Station

>>>>

>>>> Dean, Here's the agreements on the 176/192/240/158 sewer connections.

>>>> Nothing is specific about the sampling manhole, since it only benefits

>>> 192's

>>>> system it should be there responsibility. I've talked with Westecon

> and

>>>> they're familiar with the wiring. Let me know what you think.

>>>>

>>>> Thomas D. Rasmussen

>>>> SID Services Manager

>>>> E&A Consulting Group, Inc.

>>>> E&A Logo - Med Res.jpg

>>>> Engineering • Planning • Field Services

>>>> www.eacg.com

>>>>

>>>> 330 North 117th Street Omaha, NE 68154 • Ph: 402-895-4700 • Fax:

>>>> 402-895-3599

>>>>

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>>>> -----Original Message-----

>>>> From: jimlang@lpplaw.com [mailto:jimlang@lpplaw.com]

>>>> Sent: Monday, May 02, 2011 10:43 AM

>>>> To: Tom Rasmussen

>>>> Cc: plutz@nebtittleomaha.com; theresa.bima-reeves@kutak.com;

>>>> jmccaslin@pol.net; dan@silverridge-gretna.com; lbrown59@cox.net;

>>>> diane.nelsen@koleyjessen.com

>>>> Subject: SID 176 - Lift Station

>>>>

>>>> Tom:

>>>>

>>>> Please see attachments for your review.

>>>>

>>>> James E. Lang

>>>> LAUGHLIN, PETERSON & LANG

>>>> 11718 Nicholas Street, Suite 101

>>>> Omaha, NE 68154

>>>>

>>>> (402) 330-1900 - phone

>>>> (402) 330-0936 - fax

>>>>

>>>> ATTORNEY-CLIENT PRIVILEGED COMMUNICATION CONTAINS CONFIDENTIAL
AND

>>>> PROPRIETARY INFORMATION

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LAUGHLIN, PETERSON & LANG

ATTORNEYS AT LAW
11718 NICHOLAS STREET, SUITE 101
OMAHA, NEBRASKA 68154
(402) 330-1900
FAX (402) 330-0936

March 10, 2010

Mr. Tom Rasmussen
E&A Consulting Group
trasmussen@eacg.com

Re: SID 176 – Lift Station

Dear Tom:

I am responding to your e-mail of April 26, 2011 concerning the Lift Station. Pursuant to the Interlocal Agreements among the various parties, SID 192 has agreed to reimburse SID 176 67.641% of the Lift Station operating cost. SID 176 is responsible for the remaining 32.359%. These percentages are based upon a formula which determines the number of users to this system. It is also subject to modification in the event SID 192 adds additional units. I am not aware that has happened and they may not have any additional area to do so.

I am also including, for your records, an Interlocal Cooperation Agreement that relates to the Force Main between SID 176, SID 192 and SID 240 (Pebblebrooke), which is separate from the Lift Station. It is my understanding that SID 192 and SID 176 use the Lift Station and all 3 districts utilize the Force Main so that is the reason for the separate agreements.

Therefore, in answer to your question, SID 176 pays for the repair and is reimbursed by SID 192 in the amount of 67.641%.

I am also including with this letter, the latest request for reimbursement that SID 176 sent to SID 192 which was for the annual operational costs through January 2, 2008. I am not aware that we billed them for the 2009 and 2010 cost and that should be done. I will forward that to the District for their direction.

If you have any questions, please let me know.

Sincerely,

FOR THE FIRM



James E. Lang

JEL:br/enc.

c: Board of Trustees of SID 176

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is entered into on the 26th day of November, 2003 by Sanitary and Improvement District No. 158 of Sarpy County, Nebraska (herein referred to as "SID 158"), Sanitary and Improvement District No. 176 of Sarpy County, Nebraska (herein referred to as "SID 176"), and Sanitary and Improvement District No. 192 of Sarpy County, Nebraska (herein referred to as "SID 192") and SID 158, SID 176 and SID 192 herein collectively referred to as the "Three SIDs",

WHEREAS, the Three SIDs hereby state the following recitals:

1. The Three SIDs entered into a Waste Water Discharge And Treatment Agreement on November 11, 1997 which provided for (a) the treatment of waste water from SID 176 and SID 192 in SID 158's sewer treatment plant and (b) the use by SID 192 of SID 176's sewer lift station, forced main and storage area (herein referred to as the "Lift Station").

2. The City of Gretna has constructed a waste water interceptor sewer (herein referred to as "Gretna Municipal Sewer") to convey waste water to Omaha's Wastewater Treatment Plant located at the confluence of Papillion Creek and the Missouri River.

3. The Three SIDs have entered into an Interlocal Cooperation Agreement with the City of Gretna which allows the Three SIDs to discharge their waste water in the Gretna Municipal Sewer. Said Agreement with Gretna also provided that Gretna would build a connecting sewer line (herein referred to as the "Connecting Sewer Line") from the Gretna Municipal Sewer to within a few feet of SID 158's present outfall sewer.

4. The Three SIDs have paid Gretna the amount specified in the Interlocal Cooperation Agreement, including their share of the cost of building the Connecting Sewer Line from the Gretna Municipal Sewer to a short distance from SID 158's sewer outfall line. The Connecting Sewer Line

has now been completed, except for the last 70 feet.

5. The remaining step is for the Three SIDs to enter into an agreement with Omaha to treat the waste water of the Three SIDs in Omaha's Wastewater Treatment Plant.

6. After receiving written approval of Omaha to treat the waste water from the Three SIDs in Omaha's Wastewater Treatment Plant and the commencement of the treatment of said waste water, the Three SIDs will abandon SID 158's sewer treatment plant.

7. By this Interlocal Cooperation Agreement the Three SIDs wish to provide that SID 176 and SID 192 shall have the right to use a portion of the sewer system of SID 158 (herein referred to as "SID 158's Multiple Use Sewer Line") to transport their waste water into the Connecting Sewer Line and the right of SID 192 to discharge its waste water into SID 176's Lift Station.

8. The annual cost of operating SID 176's Lift Station and any costs incurred in operating SID 158's Multiple Use Sewer Line will be shared as provided herein.

9. The Three SIDs wish to provide how the charges to them by Omaha for treating their waste water will be divided.

NOW, THEREFORE, the following is agreed between the Three SIDs:

1. Right To Use SID 158's Sanitary Sewer System And SID 176's Lift Station. SID 158 hereby grants the right to SID 176 and SID 192 to discharge their waste water in SID 158's Multiple Use Sewer Line. SID 176 hereby grants the right to SID 192 to discharge its waste water in SID 176's Lift Station.

2. Term Of Rights. The rights granted in Paragraph 1, above, shall be forever.

3. Operating Repairs And Sharing Of Expenses OF SID 176's Lift Station.

a. SID 176 Operates Lift Station. SID 176 shall operate and maintain its Lift Station in accordance with good engineering and waste water practices and all rules and regulations required

by law to provide proper, adequate and uninterrupted transmission of waste water from SID 192 through said Lift Station.

b. SID 176 Pays Lift Station Operating Costs. SID 176 shall pay for the maintenance, operation, repair, reconstruction costs and related cost of the Lift Station (herein referred to as "Lift Station Operating Costs"). SID 176 shall annually compile and report to SID 192 the total Lift Station Operating Costs for that year.

c. Percentage Interest Of SID 176 And SID 192. The percentage of interest of SID 176 and SID 192 in SID 176's Lift Station shall be the following:

(1) Total Costs Of Lift Station Paid By SID 176. Attached hereto as Exhibit "A" is a determination by Seim, Johnson, Sestak & Quist, Certified Public Accountants for SID 176, which shows that the total costs of the Lift Station was \$300,701.19.

(2) Calculation Of SID 176 And SID 192 Percentage Interest In Lift Station. Attached hereto as Exhibit "B" is a calculation by the same accounting firm that SID 192's share of the Lift Station was 65.922% and SID 176's share was 34.078%.

(3) Change In Percentage Interest Because Of 60 Additional Apartments In SID 192. In making the calculation in Exhibit "B" the accounting firm used 3.88 acres of commercial property and 60 apartments in SID 192. However, the 3.88 acres of commercial was converted into 60 additional apartments in SID 192. As a result, the accountants calculated in Exhibits "C" and "D" attached hereto that SID 192 owed SID 176 an additional amount of \$7,044.92 and increased SID 192's percentage interest to 67.641% and decreased SID 176's percentage interest to 32.359%.

(4) Possible Change In Percentage Interest Because Of Enlarged Storage Basin. On November 30, 2000 SID 176 and SID 192 signed a First Amendment To Waste Water Discharge And Treatment Agreement (herein referred to as "First Amendment") wherein SID 192 constructed

a storage basin at a total project cost specified in the First Amendment of \$113,509, with 65.922% or \$74,827.40, being the share of SID 192 and 34.070% or \$38,681.60, being the share of SID 176.

(5) Future Possible Changes In Percentage Interest Because Of 6.38 Acres Of Commercial In SID 176. In Exhibit "B" the accounting firm used an equivalent population of 95.7 persons for the 6.38 acres of commercial in SID 176 in calculating the percentage interest of SID 176.

(6) Either SID 176 Or SID 192 Can Request Recalculation Of Percentage Interest. If Paragraph 3.c.(3) requires a recalculation of the percentage interest of SID 176 and SID 192 or if there is a change in the equivalent population in Paragraph 3.c.(4), either SID 176 or SID 192 may request an accounting firm to recalculate the percentage interest in the Lift Station of SID 192 and SID 176. Until such recalculation is done, the percentage interest of SID 192 in the Lift Station shall be 67.641% and the percentage interest of SID 176 shall be 32.359%.

(7) SID 192 To Reimburse SID 176 For Share Of Lift Station Operating Costs. SID 192 shall reimburse SID 176 67.641% of the Lift Station Operating Costs billed to SID 192 by SID 176 pursuant to Paragraph 3, or a subsequent recalculated percentage interest as determined by an accounting firm.

4. Amount Still Owing Between SID 176 And SID 192. SID 192 paid SID 176 \$198,227.60, SID 192's share of the cost of the Lift Station, plus \$42,066.64 of accrued interest, or a total of \$240,264.44, the amount calculated by the accounting firm, on August 10, 2000. SID 192 still owes SID 176 \$7,044.92, plus interest, as calculated by the accounting firm in Exhibit "D", and SID 176 still owes SID 192 \$38,681.60, plus interest, for SID 176's share of the \$113,509 storage basin referred to in Paragraph 3.c.(4).

5. SID 158's Multiple Use Sewer Line. SID 158 shall own, operate, and maintain SID 158's

Multiple Use Sewer Line into which the waste water of SID 176 and SID 192 shall drain, all to be in accordance with good engineering and waste water practices and all rules and regulations required by law to provide proper, adequate and uninterrupted service for SID 176, SID 192 and SID 158.

6. SID 158 Pays SID 158's Operating Costs. SID 158 shall pay for the maintenance, operation, repair and reconstruction costs, and related costs, of SID 158's Multiple Use Sewer Line, said costs being referred to herein as "SID 158's Operating Costs." SID 158's Operating Costs shall be divided between the Three SIDs as provided in Paragraph 7.

7. Mutual Agreement To Pay SID 158's Operating Costs. SID 158's Operating Costs in Paragraph 6 shall be divided between the Three SIDs on the same percentage basis as is outlined in Paragraph 12.

8. Formula To Pay SID 158's Operating Costs. If an SID desires to change said percentages set forth in Paragraph 12, the following procedure shall be followed and the SID requesting the change shall pay the resulting accounting fees for said change:

a. Equivalent Population Of Three SIDs Determined. The Equivalent Population of the properties in SID 158, SID 176 and SID 192 shall be determined as follows:

<u>Type Of Use</u>	<u>Equivalent Population</u>
Single Family Residence	3.2 persons per lot
Apartments	2.0 persons per apartment
Commercial Property	15.0 person per acre

b. Use. For purposes of the Paragraph 8 in determining Equivalent Population, the lots or acres "used" shall be determined. A lot or property shall be deemed "used" when a building permit for the property is obtained.

c. Determination Of Allocation Fraction. The total Equivalent Population of all of the

property used in each of the Three SIDs shall be the numerator for said SID of an allocation fraction and the total Equivalent Population of all Three SIDs added together shall be the denominator of said allocation fraction. Said allocation fraction shall be the share of each of the Three SIDs of SID 158's Operating Costs and SID 158 shall be accordingly reimbursed by SID 176 and SID 192.

9. Installation Of Permanent Flow Meter. A permanent flow monitoring station with meter (herein referred to as the "Meter"), satisfactory to Omaha, shall be installed by SID 158 to measure the flow of waste water from the Three SIDs into the Gretna Municipal Sewer. Although Omaha at its cost will provide the Meter, SID 158 will be charged for construction of a manhole and related costs. These costs will be divided between SID 158 and SID 192, using the same percentages as was used in the Interlocal Cooperation Agreement between the Three SIDs and Gretna, except that SID 176 shall not pay any portion of said costs, resulting in the following percentages to be paid by SID 158 and SID 192: SID 158- 71.60%; SID 192- 28.40%.

10. How SID 176 Pays Omaha For Treating Its Waste Water. The homeowners in SID 176 have MUD water and each home owner has a MUD water meter. The homeowners in SID 176 will pay their share of the treatment of waste water as a part of their monthly MUD water bill.

11. How SID 158 And SID 192 Pay Omaha For Treating Their Waste Water. Omaha will total the waste water treatment billed monthly via MUD water bills to the homeowners and other users in SID 176. Omaha will deduct said total from the reading for that month as shown by the Meter. The remainder will be divided between SID 158 and SID 192 as follows:

a. By Mutual Agreement. The monthly statement from Omaha for the treatment of the waste water of SID 158 will be received by SID 158. If SID 158 and SID 192 agree in a writing to the percentage to be paid by each of them and for the period of time specified in the writing, said applicable amount will be billed by SID 158 to SID 192 to reimburse SID 158.

b. Formula Amount. In the event SID 158 and SID 192 cannot agree with the simple approach outlined in Paragraph 11.a., above, an allocation formula shall be determined.

(1) Equivalent Population Of SID 158 and SID 192. The Equivalent Population of SID 158 and SID 192 shall be determined as provided in Paragraph 8. The total Equivalent Population of SID 158 and the total Equivalent Population of SID 192 shall each be the numerator of an allocation fraction. The total Equivalent Population in SID 158 and SID 192 shall be the denominator of the allocation fraction.

(2) Application Of Allocation Fraction. The monthly bills for the treatment of the waste water of SID 158 and SID 192 received from Omaha will be multiplied times the respective allocation fraction and the resulting amount will be the share of SID 158 and SID 192. The initial allocation fraction shall be prepared by a certified public accountant, said costs to be divided between SID 158 and SID 192 according to their respective allocation fraction.

(3) Recalculation Of Allocation Fraction. Either SID 158 or SID 192 may request a certified public accountant to recalculate the allocation fraction but the fee and cost of said accounting firm shall be paid by the SID requesting the recalculation of the allocation fraction.

c. Option Of SID 158. SID 158 shall pay the whole amount of the monthly bill from Omaha for the treatment of the waste water of SID 158 and SID 192 and then seek reimbursement from SID 192. Provided, however, SID 158 at any time shall have the option to calculate the share of SID 192, using the allocation fraction upon receipt of the bill from Omaha, and to send a statement with such share to SID 192, with SID 192 and SID 158 paying their respective shares to Omaha.

12. Hauling Sludge And Disassembly Of SID 158's Treatment Plant. There is sludge in SID 158's sewer treatment plant which will have to be hauled away and dumped. Also, the sewer treatment plant must be disassembled and hauled away. The ordinary and necessary cost of hauling

and dumping the sludge and the ordinary and necessary cost of disassembling and hauling away the sewer treatment plant will be divided between the Three SIDs in the same percentages as Gretna charged them in the Interlocal Cooperation Agreement between the Three SIDs and Gretna: SID 158- 64.1%; SID 192- 24.2%; and SID 176- 11.7%. Any salvage value realized from the sale of part or all of the treatment plant shall benefit the Three SIDs in the same percentages. This provision shall not include the costs of sludge previously removed from the sewage treatment plant, said amount now in dispute between SID 176 and SID 158.

13. Connection To Connecting Sewer Line. A short sewer line will have to be constructed to connect SID 158's Multiple Use Sewer Line to the Connecting Sewer Line. This cost will be divided between the Three SIDs, using the same percentages outlined in Paragraph 12.

14. Default By SID 158 or SID 192 Is Not Default By SID 176. The Three SIDs agree, and will jointly attempt to cause Omaha to agree, that a default by either SID 158 or SID 192 in its payments for treatment of its waste water to Omaha shall not be the grounds for Omaha to refuse to treat the waste water of SID 176, provided SID 176 is not in default to Omaha. Provided, further, in the event of such a default by either SID 158 or SID 192, SID 176 shall have the continuing right to use the Multiple Use Sewer Line of SID 158.

15. Connection To The Sewer Lines Of The Three SIDs. Users outside the boundaries of the Three SIDs can only connect to the sewer systems of the Three SIDs with the express written consent of each of the Three SIDs. The connection fees charged by SID 158 shall be paid to SID 158. SID 176 maintains it has paid for a portion of SID 158's Multiple Use Sewer Line and is entitled to a portion of any amount SID 158 receives as a sewer connection fee. SID 158 disputes this claim. In the interest of presenting an executed Interlocal Cooperation Agreement to Omaha as soon as possible, this issue is left unresolved. All connection fees paid by such user to SID 176 and

SID 192 shall be divided between SID 176 and SID 192 as follows: 67.641% to SID 192 and 32.359% to SID 176 or any recalculated percentages pursuant to Paragraph 3.c. (3) or (4).

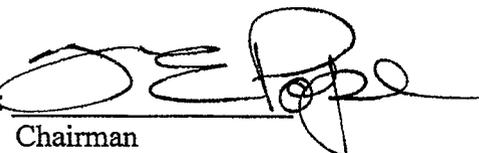
16. Reservation Of Rights. Each of the Three SIDs reserves all rights which it has under the Waste Water Discharge Agreement, dated November 11, 1997, and the First Amendment To Waste Water Discharge And Treatment Agreement, dated November 30, 2000. Also, each of the Three SIDs reserves all claims it has against each other pursuant to the above Agreement, the First Amendment and all other claims.

17. Interest. In the event an SID is billed under this Agreement and does not pay said amount by warrants delivered within 60 days after the date of the invoice, the billing SID will charge delinquent interest at the rate of 8% per annum from the date of the invoice.

18. Binding Effect. This Interlocal Cooperation Agreement shall be binding on the Three SIDs and their successors and assigns.

Dated the date above written.

Sanitary and Improvement District No. 158 of
Sarpy County, Nebraska

By: 
Chairman

Sanitary and Improvement District No. 192 of
Sarpy County, Nebraska

By: 
Chairman

Sanitary and Improvement District No. 176 of
Sarpy County, Nebraska

By: Thomas J. Haysen
Chairman

**SID 176
SANITARY SEWER SECTION II LIFT STATION
COST ALLOCATION AGREEMENT**

NUMBER	DATE	REGISTRATION DATE	PAYEE	CATEGORY	AMOUNT	AMOUNT ALLOCATED	ACCURED THROUGH 12/31/97	TOTAL HARD AND SOFT COSTS
134 TO 130	04/28/94	04/28/94	LAMP, RYNEARSON, & ASSOCIATES	ENGINEERING	27,794.81	27,794.81	3,448.31	21,346.50
04 TO 123	04/28/94	04/28/94	ALL OTHER WARRANTS		284,681.13			
					322,677.94			
				FISCAL AGENT - 8%	0.00			
				FISCAL AGENT FEE	16,130.44	16,130.44	172.47	1,857.88
138	7/19/94	09/02/94	LAMP, RYNEARSON, & ASSOCIATES	ENGINEERING	3,948.42	3,948.42	388.89	4,348.31
139 TO 144	7/19/94	09/02/94	ALL OTHER WARRANTS		17,688.96			
					21,843.38			
				FISCAL AGENT - 8%	0.00			
				FISCAL AGENT FEE	1,843.27	1,843.27	187.42	217.33
216	8/23/94	09/02/94	LAMP, RYNEARSON & ASSOCIATES	ENGINEERING	3,003.99	3,003.99	259.79	3,283.96
213 TO 228	8/23/94	09/02/94	LAUGHLIN, PETERSON & LANG	LEGAL FEES	16,971.83	16,971.83	1,012.70	11,813.73
146 TO 215	8/23/94	09/02/94	ALL OTHER WARRANTS		364,201.04			
216 TO 222	8/23/94	09/02/94	ALL OTHER WARRANTS		26,878.87			
					393,051.93			
				FISCAL AGENT - 8%	0.00			
				FISCAL AGENT FEE	18,842.33	18,842.33	84.12	740.34
227 TO 236	8/23/94	09/02/94	SMITH BARNEY			13,684.23	671.25	84.12
317 TO 326	8/23/94	10/19/94	L.G. ROLOFF CONSTRUCTION CO.	CONTRACTOR	118,228.71	118,228.71	10,106.78	129,334.49
349 AND 341	8/23/94	10/19/94	LAMP, RYNEARSON & ASSOCIATES	ENGINEERING	8,878.46	8,878.46	869.86	6,008.31
231 TO 312	8/23/94	10/19/94	ALL OTHER WARRANTS		433,783.09			
317 TO 339	8/23/94	10/19/94	ALL OTHER WARRANTS		34,866.06			
341 TO 346	8/23/94	10/19/94	ALL OTHER WARRANTS		692,422.33			
					838,398.65			
				FISCAL AGENT - 8%	0.00			
				FISCAL AGENT FEE	24,621.12	24,621.12	6,183.36	648.78
383 TO 388	10/29/94	11/17/94	L.G. ROLOFF CONSTRUCTION CO.	CONTRACTOR	24,017.83	24,017.83	2,158.46	27,167.44
421	10/29/94	11/17/94	LAMP, RYNEARSON & ASSOCIATES	ENGINEERING	740.37	740.37	63.61	803.98
390 TO 376	10/29/94	11/17/94	ALL OTHER WARRANTS		87,466.19			
381 TO 441, 446	10/29/94	11/17/94	ALL OTHER WARRANTS		300,311.78			
					418,326.02			
				FISCAL AGENT - 8%	0.00			
				FISCAL AGENT FEE	20,876.45	20,876.45	1,287.80	191.82
447 TO 461	10/29/94	01/03/97	SMITH BARNEY					1,383.82
468	1/16/97	02/11/97	LAMP, RYNEARSON & ASSOCIATES	ENGINEERING	861.37	861.37	38.87	841.04
453 TO 470	1/16/97	02/11/97	ALL OTHER WARRANTS		77,443.77			
					78,045.14			
				FISCAL AGENT - 8%	0.00			
				FISCAL AGENT FEE	3,802.26	3,802.26	1.56	32.06
472	1/16/97	02/11/97	SMITH BARNEY					688.50
487	4/18/97	04/23/97	LAMP, RYNEARSON & ASSOCIATES	ENGINEERING	858.14	858.14	32.34	688.50
473 TO 489	4/18/97	04/23/97	ALL OTHER WARRANTS		49,738.86			
					60,382.82			
				FISCAL AGENT - 8%	0.00			
				FISCAL AGENT FEE	2,818.64	2,818.64	1.82	34.42
491	4/18/97	04/23/97	SMITH BARNEY					223.24
516	8/21/97	08/01/97	LAMP, RYNEARSON & ASSOCIATES	ENGINEERING	218.88	218.88	9.17	223.24
483 TO 518	8/21/97	08/01/97	ALL OTHER WARRANTS		124,814.53			
					125,033.41			
				FISCAL AGENT - 8%	0.00			
				FISCAL AGENT FEE	6,251.68	6,251.68	8.46	11.41
520 TO 521	8/21/97	08/01/97	SMITH BARNEY					861.90
531	7/21/97	08/01/97	LAMP, RYNEARSON & ASSOCIATES	ENGINEERING	831.90	831.90	21.81	861.90
525 TO 530	7/21/97	08/01/97	ALL OTHER WARRANTS		34,410.42			
532 TO 533	7/21/97	08/01/97	ALL OTHER WARRANTS		338.00			
				FISCAL AGENT - 8%	0.00			
				FISCAL AGENT FEE	1,780.27	1,780.27	41.39	41.98
576	10/9/97	11/17/97	LAMP, RYNEARSON & ASSOCIATES	ENGINEERING	1,714.96	1,714.96	10.10	1,725.75
572 TO 580	10/9/97	11/17/97	ALL OTHER WARRANTS		25,654.38			
					27,369.24			
				FISCAL AGENT - 8%	0.00			
				FISCAL AGENT FEE	1,366.46	1,366.46	8.24	86.29
584	12/1/97	12/1/97	LAMP, RYNEARSON & ASSOCIATES	ENGINEERING	1,911.47	1,911.47	0.00	1,911.47
550 TO 595	12/1/97	12/1/97	ALL OTHER WARRANTS		14,412.89			
					16,324.36			
				FISCAL AGENT - 8%	0.00			
				FISCAL AGENT FEE	816.20	816.20	94.37	96.37
602 TO 616	1/8/98	01/23/98	L.G. ROLOFF CONSTRUCTION CO.	CONTRACTOR	86,774.16	86,774.16	0.00	86,774.16
616 TO 617	1/8/98	01/23/98	ALL OTHER WARRANTS		3,714.17			
					70,488.33			
				FISCAL AGENT - 8%	0.00			
				FISCAL AGENT FEE	3,824.41	3,824.42	0.00	3,324.70
618	1/8/98	01/23/98	SMITH BARNEY					164.80
628	3/6/98	03/23/98	LAMP, RYNEARSON & ASSOCIATES	ENGINEERING	164.80	164.80	0.00	164.80
629	3/6/98	03/23/98	ALL OTHER WARRANTS		2,843.74			
					2,708.24			
				FISCAL AGENT - 8%	0.00			
				FISCAL AGENT FEE	136.41	136.41	0.00	0.00
TOTALS						\$280,973.18	\$18,725.07	\$300,701.18

COST ALLOCATION FORMULA

EQUIVALENT POPULATION SID #112
TOTAL EQUIVALENT POPULATION

PLUS: INTEREST AT 8% FROM DECEMBER 8, 1997 TO AUGUST 3, 2003 PER
PART C, 3.B. OF WASTE WATER DISCHARGE AND TREATMENT AGREEMENT

TOTAL CHARGES TO SID 176 FOR SEWER LIFT STATION

NOTES

- (1) LEGAL FEES ARE BASED ON 8% OF CONSTRUCTION COSTS
- (2) FISCAL AGENT FEES ARE BASED ON 8% OF ALL CONSTRUCTION COSTS INCURRED EXCLUSIVE OF FISCAL AGENT FEES

FRACTION	COST TO SID 176
187.00	\$188,227.00
1,163.90	
	42,006.61
	<u>\$240,233.61</u>

Allocation Percentages
 Equivalent Population Calculat
 SID 176 and 192

SID 176		Equivalent Population	Total
Single Family lots	94	3.2	300.8
Commercial	6.38	15.0	95.7
Equivalent Population			<u>396.5</u>

SID 192		Equivalent Population	Total
Single Family lots	184	3.2	588.8
Commercial	3.88	15.0	58.2
Apartments	60	2.0	120.0
Equivalent Population			<u>767.0</u>

Percentage SID 192 is responsible for:	<u>767.0</u>	65.922%
	1,163.5	



JOHNSON
SESTAK &
QUIST, LL

CONSULTANTS
& ACCOUNTANTS

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68114-4123

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Tom H. Schnack, CPA
Daniel L. Hassel, CPA
Dennis K. Grindle, CPA
Dennis R. Hein, CPA
Brent T. Frieauf, CPA

February 12, 2002

Mr. Ronald W. Hunter
Attorney at Law
11605 Arbor Street, Suite 104
Omaha, NE 68144

Dear Ron:

Enclosed is the calculation for the amount SID 192 owes to SID 176 for the construction of the additional 60 apartments on the 3.88 acres in regards to the Sanitary Sewer Section II Lift Station cost allocation agreement.

The construction cost did not change from the previous calculation where SID 192 paid \$240,284.44 to SID 176. However, the equivalent population calculation did change since the use of the 3.88 acres changed from commercial to apartment usage. The change in equivalent population results in a revised calculated amount of \$246,284.44; thus, the additional amount SID 192 owes to SID 176 with interest accrued through February 22, 2002 is \$7,044.92.

If you have any questions, please contact us.

Sincerely,

SEIM, JOHNSON, SESTAK & QUIST, LLP

Jason J. Kruse

JJK:dh

Enclosures

C: Mr. Jim Lang (w/enclosures)

G:\DATA\4500483\1LIFTSTATIONCALCLETTER.DOC

EXHIBIT "C"

SID 176
SANITARY SEWER SECTION II LIFT STATION
COST ALLOCATION AGREEMENT

NUMBER	DATE	REGISTRATION DATE	PAYEE	CATEGORY	AMOUNT	PER CALC	AMOUNT ALLOCATED	AC THROUGH 12/97	TOTAL HARD AND SOFT COSTS	
124 TO 130 84 TO 123	04/26/96 04/26/96	05/20/1996 05/20/1996	LAMP, RYHEARSON, & ASSOCIATES ALL OTHER WARRANTS	ENGINEERING	27,706.81 294,891.13 322,597.94		27,706.81	3,448.31	31,156.12	
135 TO 136	04/26/96	05/20/1996	SMITH BARNEY	FISCAL AGENT - 5% FISCAL AGENT FEE	0.05 14,134.41	14,129.90	1,348.39	172.47	1,527.86	
139 139 TO 144	7/18/96 7/19/96	09/05/1996 09/05/1996	LAMP, RYHEARSON, & ASSOCIATES ALL OTHER WARRANTS	ENGINEERING	3,944.42 17,696.96 21,641.38		3,944.42	396.09	4,340.51	
145	7/19/96	09/05/1996	SMITH BARNEY	FISCAL AGENT - 5% FISCAL AGENT FEE	0.05 1,841.37	1,842.37	137.42	19.90	217.33	
218 221 TO 226 146 TO 215 216 TO 222	8/23/96 8/23/96 8/23/96 8/23/96	09/25/1996 09/25/1996 09/25/1996 09/25/1996	LAMP, RYHEARSON & ASSOCIATES LAUGHLIN, PETERSON & LANG ALL OTHER WARRANTS ALL OTHER WARRANTS	ENGINEERING LEGAL FEES	3,003.89 16,501.03 354,201.04 25,978.57 383,684.53		3,003.89	288.70	3,292.59	
227 TO 230	8/23/96	09/25/1996	SMITH BARNEY	FISCAL AGENT - 5% FISCAL AGENT FEE	0.05 19,844.23	19,844.23	876.25	61.12	740.38	
313 TO 338 340 AND 341 231 TO 312 337 TO 339 341 TO 346	8/20/96 8/20/96 9/20/96 9/20/96 9/20/96	10/18/1996 10/18/1996 10/18/1996 10/18/1996 10/18/1996	L.G. ROLOFF CONSTRUCTION CO. LAMP, RYHEARSON & ASSOCIATES ALL OTHER WARRANTS ALL OTHER WARRANTS ALL OTHER WARRANTS	CONTRACTOR ENGINEERING	118,228.71 8,578.45 433,763.09 34,055.05 592,625.30		118,228.71	10,805.78	129,034.49	
383 TO 388	8/20/96	10/18/1996	SMITH BARNEY	FISCAL AGENT - 5% FISCAL AGENT FEE	0.05 25,121.12	25,121.12	6,190.36	868.75	6,759.14	
378 TO 380 439 360 TO 375 381 TO 441, 446	10/25/96 10/25/96 10/25/96 10/25/96	11/12/1996 11/12/1996 11/12/1996 11/12/1996	L.G. ROLOFF CONSTRUCTION CO. LAMP, RYHEARSON & ASSOCIATES ALL OTHER WARRANTS ALL OTHER WARRANTS	CONTRACTOR ENGINEERING	25,017.88 740.37 87,459.19 290,311.78 415,329.02		25,017.88	2,149.46	27,167.34	
447 TO 481	10/25/96	01/03/1997	SMITH BARNEY	FISCAL AGENT - 5% FISCAL AGENT FEE	0.05 20,876.45	20,876.45	1,287.90	101.82	1,389.72	
488 453 TO 470	1/10/97 1/10/97	02/11/1997 02/11/1997	LAMP, RYHEARSON & ASSOCIATES ALL OTHER WARRANTS	ENGINEERING	601.37 77,443.77 78,045.14		601.37	38.87	640.24	
472	1/10/97	02/11/1997	SMITH BARNEY	FISCAL AGENT - 5% FISCAL AGENT FEE	0.05 3,902.26	3,902.26	30.07	1.88	32.95	
487 479 TO 489	4/18/97 4/18/97	04/28/1997 04/28/1997	LAMP, RYHEARSON & ASSOCIATES ALL OTHER WARRANTS	ENGINEERING	858.14 49,735.68 50,593.82		858.14	32.38	890.52	
491	4/18/97	04/28/1997	SMITH BARNEY	FISCAL AGENT - 5% FISCAL AGENT FEE	0.05 2,519.64	2,519.64	32.81	1.62	34.43	
519 493 TO 519	5/21/97 5/21/97	06/01/1997 06/01/1997	LAMP, RYHEARSON & ASSOCIATES ALL OTHER WARRANTS	ENGINEERING	219.08 124,814.55 125,033.63		219.08	9.17	228.25	
520 TO 521	5/21/97	06/01/1997	SMITH BARNEY	FISCAL AGENT - 5% FISCAL AGENT FEE	0.05 6,251.68	6,251.68	10.95	0.46	11.41	
531 525 TO 530 532 TO 533	7/21/97 7/21/97 7/21/97	08/12/1997 08/12/1997 08/12/1997	LAMP, RYHEARSON & ASSOCIATES ALL OTHER WARRANTS ALL OTHER WARRANTS	ENGINEERING	839.99 34,410.42 355.00 35,605.41		839.99	21.91	861.90	
534	7/21/97	08/12/1997	SMITH BARNEY	FISCAL AGENT - 5% FISCAL AGENT FEE	0.05 1,780.27	1,780.27	41.99	0.00	41.99	
576 572 TO 590	10/6/97 10/6/97	11/10/1997 11/10/1997	LAMP, RYHEARSON & ASSOCIATES ALL OTHER WARRANTS	ENGINEERING	1,714.86 25,654.38 27,369.24		1,714.86	10.10	1,724.96	
581	10/6/97	11/10/1997	SMITH BARNEY	FISCAL AGENT - 5% FISCAL AGENT FEE	0.05 1,368.46	1,368.46	88.74	0.84	89.58	
584 593 TO 596	12/1/97 12/1/97	12/19/1997 12/19/1997	LAMP, RYHEARSON & ASSOCIATES ALL OTHER WARRANTS	ENGINEERING	1,911.47 14,412.59 16,324.06		1,911.47	0.00	1,911.47	
597	12/1/97	12/19/1997	SMITH BARNEY	FISCAL AGENT - 5% FISCAL AGENT FEE	0.05 816.20	816.20	95.57	0.00	95.57	
602 TO 618 616 TO 617	1/6/98 1/6/98	01/23/1998 01/23/1998	L.G. ROLOFF CONSTRUCTION CO. ALL OTHER WARRANTS	CONTRACTOR	64,774.15 3,714.17 70,488.32		64,774.15	0.00	64,774.15	
618	1/6/98	01/23/1998	SMITH BARNEY	FISCAL AGENT - 5% FISCAL AGENT FEE	0.05 3,624.41	3,624.42	3,338.76	0.00	3,338.76	
629 629	3/6/98 3/6/98	03/23/1998 03/23/1998	LAMP, RYHEARSON & ASSOCIATES ALL OTHER WARRANTS	ENGINEERING	164.90 2,543.74 2,708.64		164.90	0.00	164.90	
	3/6/98	03/23/1998	SMITH BARNEY	FISCAL AGENT - 5% FISCAL AGENT FEE	0.05 8.60	135.41	0.00	0.00	0.00	
TOTALS								\$280,973.18	\$19,722.02	\$300,701.19

COST ALLOCATION FORMULA

EQUIVALENT POPULATION SID 192
TOTAL EQUIVALENT POPULATION

PLUS: INTEREST AT 8% FROM DECEMBER 9, 1997 TO AUGUST 3, 2000 PER
PART C, 3.B. OF WASTE WATER DISCHARGE AND TREATMENT AGREEMENT

TOTAL CHARGES TO SD 192 FOR SEWER LIFT STATION

AMOUNT PREVIOUSLY PAID BY SID 192 TO SD 176

BALANCE DUE

PLUS: INTEREST AT 8% FROM AUGUST 3, 2000 TO FEBRUARY 22, 2002 PER
PART C, 3.B. OF WASTE WATER DISCHARGE AND TREATMENT AGREEMENT

TOTAL ADDITIONAL CHARGES TO SD 192 FOR SEWER LIFT STATION

FRACTION	COST TO SID 192
829.80	\$203,396.03
1,225.30	
	43,153.39
	\$246,549.42
	\$240,284.44
	56,264.98
	779.95
	17,044.92

EXHIBIT "C"

Allocation Percentages
 Equivalent Population Calculations
 SID 176 and 192

SID 176		Equivalent Population	Total
Single Family lots	94	3.2	300.8
Commercial	6.38	15.0	95.7
Equivalent Population			<u>396.5</u>

SID 192		Equivalent Population	Total
Single Family lots	184	3.2	588.8
Apartments	60	2.0	120.0
Apartments	60	2.0	120.0
Equivalent Population			<u>828.8</u>

Percentage SID 192 is responsible for:	<u>828.8</u>	67.641%
	1,225.3	

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made and entered into this 2nd day of June, 2005, by and between SANITARY AND IMPROVEMENT DISTRICT NO. 176 OF SARPY COUNTY, NEBRASKA ("SID 176"), SANITARY AND IMPROVEMENT DISTRICT NO. 192 OF SARPY COUNTY, NEBRASKA ("SID 192") and SANITARY AND IMPROVEMENT DISTRICT NO. 240 OF SARPY COUNTY, NEBRASKA ("SID 240").

PRELIMINARY STATEMENT

WHEREAS, SID 176 has constructed a sanitary sewer force main (the "Force Main") which is shown on Exhibit "A" attached hereto, and

WHEREAS, pursuant to an agreement between SID 192 and SID 176, based upon usage, it has been determined that SID 176's proportionate share of the Force Main is 32.359% and SID 192's proportionate share of the Force Main is 67.641%, and

WHEREAS, SID 192 has paid or has agreed to pay SID 176 its 67.641% of its proportionate share of the costs of the Force Main, and

WHEREAS, SID 240, which constitutes the subdivision of Pebblebrooke, desires to connect into the Force Main and transmit sewage from the lots within SID 240 described in Exhibit "B" attached hereto (the "Pebblebrooke Area"), and pay its connection fee pursuant to the terms of this Agreement, and

NOW, THEREFORE, in consideration of the covenants herein set forth, SID 176, SID 192 and SID 240 do hereby agree and contract with each other as follows:

1. Authority. The authority for the parties entering into this Agreement is that authority granted by law, including the general powers of the parties and the Interlocal Cooperation Act of the State of Nebraska.
2. Purpose. The purpose of this Agreement is to permit SID 240 to connect into the Force Main and to discharge sewage from the Pebblebrooke Area within SID 240 boundaries through the Force Main.
3. 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 an entity.
4. Construction and Management. SID 176 has designed and constructed the Force Main and manages and owns the Force Main.
5. Connection. SID 176, with the consent of SID 192, hereby grants to SID 240 the license and right to connect the SID 240 sanitary sewer system to the Force Main at the point of connection shown on Exhibit "A" attached hereto, and to transmit sanitary sewage from and within the Pebblebrooke Area which is within the boundaries of SID 240 through the Force Main to the point where it connects into the sewer of SID 240. SID 176 warrants and represents that, with the consent of SID 192, it has the good right and lawful authority to grant such license and the right to SID 240 to connect into the Force Main and discharge its sewage from the Pebblebrooke Area through the Force Main, subject to SID 240 obtaining connection and sewage transmission and treatment rights from other applicable Districts, the City of Gretna and City of Omaha. SID 240 hereby acknowledges that this Agreement only gives it the

right to discharge sewage from the Pebblebrooke Area through the Force Main and that SID 240 is responsible to obtain the consent of the City of Omaha for treatment of its sewage, the City of Gretna for transmission of its sewage through its sewer system and from other Districts to the north to transmit sewage to the City of Omaha's treatment facility. SID 240 agrees that it will obtain at its sole cost and expense sewer connection and treatment rights from such other applicable Districts, the City of Gretna, and the City of Omaha before making the physical connection to the Force Main.

SID 240 covenants and agrees that it will not permit any area outside of the boundaries of SID 240 to connect into the Force Main without first obtaining the prior written approval of SID 192 and SID 176 and paying the then agreed upon sewer connection fee for the same. SID 240 further agrees that it will not replat or in any way increase the number of units within the Pebblebrooke Area which increases the sewage flowing from SID 240 through the Force Main by more than 5% without first obtaining the prior written approval of SID 176 and SID 192 and paying any additional fee, if any.

6. Maintenance, Repair and Reconstruction. SID 176 shall be solely responsible for the construction, maintenance, reconstruction and repair of the Force Main. In the event it is necessary to maintain, repair or reconstruct the Force Main then the total cost of such maintenance, repair and reconstruction shall be shared among the three (3) parties with SID 176 to pay 13.9% of such cost, SID 192 to pay 29.0% of such cost and SID 240 to pay 57.1% of such cost. In the event the proportionate share of the use among the parties change, then such percentages shall also change based upon the new proportionate uses of the Force Main and the changed percentages shall then be utilized effective as of the date of the change in the proportionate uses of the parties. All payments are to be made to SID 176, in order for SID 176 to make such payments, or to the contractor, within thirty (30) days after SID 176 submits the statement for such reimbursement or payment to SID 192 and SID 240.

7. Sewer Connection and Metering Device Payment. As a connection fee to defray its share of the capital cost of the Force Main, SID 240 agrees to pay SID 176 and SID 192 the sum of \$130,000.00 which sum shall be shared between SID 176 and SID 192 based upon their proportionate percentages, that being, 67.641% to SID 192 and 32.359% to SID 176, so that SID 192 shall be paid \$87,933.30 and SID 176 shall be paid \$42,066.70. In the event such percentages change in the future based upon a change in the proportionate share of the use, then the changed percentages shall be utilized. The payment of \$130,000.00 shall be made to SID 192 and SID 176 within forty-five (45) days from the date of this Agreement. In the event the City of Omaha requires the installation of a metering device to meter the flow of sewage from SID 192, then the metering device shall be installed by SID 240 and the cost of the installation of the metering device shall be the responsibility of SID 192 and paid to SID 240 from SID 192 by SID 240 reducing the amount it pays to SID 192 under this paragraph in the amount of the cost of the installation of the metering device.

8. Enforceable Agreement. This is an agreement between the named parties hereto, enforceable only by them. No third party beneficiaries created are allowed to enforce this Agreement or claim damages for its breach.

9. Duration. The duration of this Agreement shall continue as long as necessary to carry out the intent of the parties.

10. Term of Agreement. This Agreement shall be effective upon approval of the respective governing bodies of the parties and shall continue in full force and effect until the purposes hereof have been accomplished.

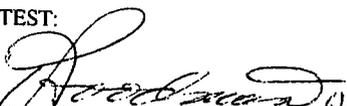
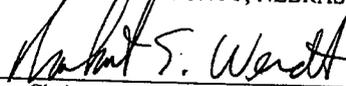
11. Binding Effect. This Agreement shall be binding upon the parties, their respective successors and assigns.

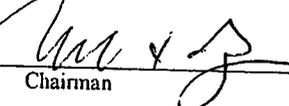
12. Enforcement. This is an agreement between the named parties hereto, enforceable only by them. No third party beneficiaries are created or allowed to enforce this Agreement or claim damages for its breach.

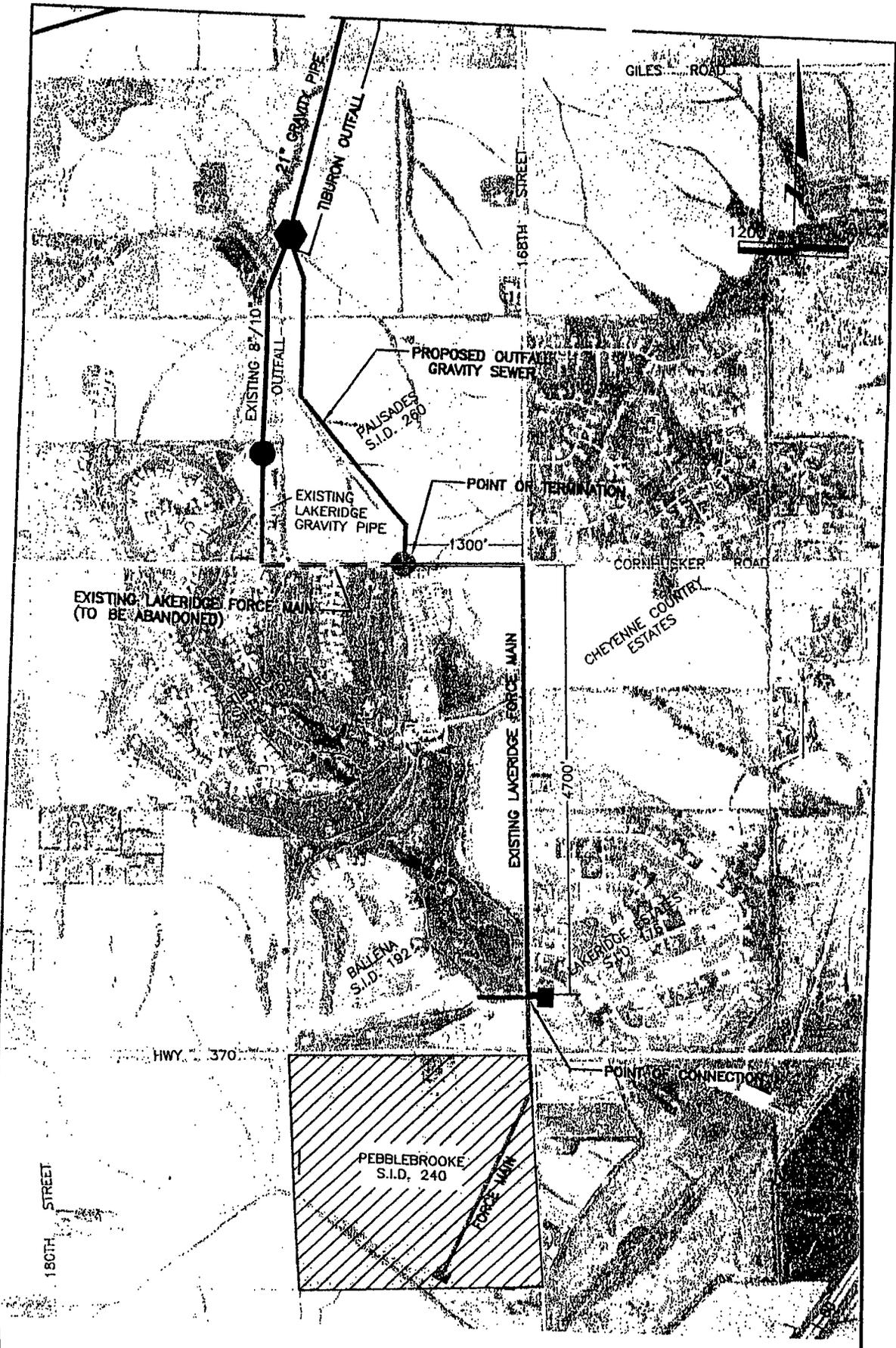
13. Entire Agreement. This instrument contains the entire agreement of the parties and shall be binding upon the successors and assigns of the respective parties. No amendments, deletions, or additions shall be made to the Agreement except in writing signed by all parties.

IN WITNESS WHEREOF, we, the executing parties, by our respective duly authorizations hereby enter into this Agreement, effective on the day and year first above written.

ATTEST: SANITARY AND IMPROVEMENT DISTRICT
NO. 176 OF SARPY COUNTY, NEBRASKA
 By  5/23/05
Clerk Date Chairman Date

ATTEST: SANITARY AND IMPROVEMENT DISTRICT
NO. 192 OF SARPY COUNTY, NEBRASKA
 By  6/2/025
Clerk Date Chairman Date

ATTEST: SANITARY AND IMPROVEMENT DISTRICT
NO. 240 OF SARPY COUNTY, NEBRASKA
 By 
Clerk Date Chairman Date



02084 \dwg\outfall-EXA.dwg

EXHIBIT A



Lamp, Rynearson & Associates, Inc.

14710 West Dodge Road, Suite 100
 Omaha, Nebraska 68154-2027

WWW.LRA-INC.COM

(Ph) 402.496.2498
 (Fax) 402.496.2730

LAUGHLIN, PETERSON & LANG

ATTORNEYS AT LAW
11718 NICHOLAS STREET, SUITE 101
OMAHA, NEBRASKA 68154
(402) 330-1900
FAX (402) 330-0936

August 4, 2008

Ronald W. Hunter
Attorney at Law
11605 Arbor Street, Suite 104
Omaha, NE 68144

Re: SID 176 and SID 192 - Sarpy County, Nebraska

Dear Ron:

Enclosed please find an invoice to SID 176 from Elden Hobza, the individual who maintains the lift station. As seen from the attached invoice, the motor burned out on pump #2 and had to be replaced. On February 12, 2008, SID 176 paid Elden Hobza \$3,835.00 by the issuance of general fund warrant number 1790. As per the Agreement between SID 176 and SID 192, SID 192's portion is \$2,594.03, or 67.641% of the bill and which a separate invoice is enclosed.

Please send payment payable to SID 176 to the undersigned at the above address.

If you have any questions, please let me know.

Sincerely,

For the Firm

James E. Lang

JEL:br
Enclosure

c: Daniel Sedlacek, Chairman
Larry Brown, Clerk
Diane Nelsen

ELDEN HOBZA INVOICE FOR LIFT STATION IN SID 176:

The following is the amount charged to SID 176 by Elden Hobza for invoice number 08899 for the lift station dated January 2, 2008 in the amount of \$3,835.00:

Elden Hobza	\$3,835.00
SID 176 Share at 32.359%:	\$1,240.97
SID 192 Share at 67.641%:	\$2,594.03

Amount owed to SID 176 of Sarpy County, NE by
SID 192 of Sarpy County, NE for their share of
the invoice of Elden Hobza for the lift station:

\$2,594.03

5/4/2011
09:33:05

**** COUNTY TREASURER GENERAL LEDGER ****
DETAIL REVENUE LISTING PER FUND
FOR: APRIL 2011

PAGE: 1

FUND: 8092	SID #192 GENERAL	M-T-D	Y-T-D
10100	- BEGINNING CASH ON HAND	105,714.64	20,349.21
15100	- BEGINNING INVESTMENT ON HAND	0.00	0.00
BEGINNING BALANCE:		105,714.64	20,349.21
TAX RECEIPT COLLECTIONS:			
30136	- 2010 PERSONAL PROPERTY TAX	0.00	9.40
30335	- 2009 REAL ESTATE TAX	0.00	85,263.99
30336	- 2010 REAL ESTATE TAXES	7,665.97	90,874.92
TAX RECEIPT TOTALS:		7,665.97	176,148.31
34401	- HOMESTEAD EXEMP ALLOCATION	59.72	179.16
34403	- REAL ESTATE TAX CREDIT	2,647.11	5,294.22
34601	- MOTOR VEHICLE PRO RATE	0.00	360.05
54001	- MISCELLANEOUS REVENUE	0.00	13.63
OTHER RECEIPT TOTALS:		2,706.83	5,847.06
60000	- DISBURSEMENTS	0.00	-82,887.49
60001	- PROPERTY TAX COMMISSION	-153.32	-3,522.97
10000	ENDING CASH ON HAND	115,934.12	115,934.12
15100	ENDING INVESTMENT ON HAND	0.00	0.00
GRAND TOTALS		115,934.12	115,934.12

5/4/2011
09:33:53

**** COUNTY TREASURER GENERAL LEDGER ****
DETAIL REVENUE LISTING PER FUND
FOR: APRIL 2011

PAGE: 1

FUND: 8392	SID #192 BOND	M-T-D	Y-T-D
10100	- BEGINNING CASH ON HAND	255,556.49	64,486.84
15100	- BEGINNING INVESTMENT ON HAND	174,911.62	249,790.00
BEGINNING BALANCE:		430,468.11	314,276.84
TAX RECEIPT COLLECTIONS:			
30136	- 2010 PERSONAL PROPERTY TAX	0.00	11.74
30335	- 2009 REAL ESTATE TAX	0.00	106,582.28
30336	- 2010 REAL ESTATE TAXES	9,582.79	113,596.27
TAX RECEIPT TOTALS:		9,582.79	220,190.29
31701	- SPECIAL ASSESSMENTS	0.00	21,187.25
34401	- HOMESTEAD EXEMP ALLOCATION	74.65	223.95
34403	- REAL ESTATE TAX CREDIT	3,308.96	6,617.92
34601	- MOTOR VEHICLE PRO RATE	0.00	450.06
51001	- INTEREST ON INVESTMENTS	0.00	336.58
52001	- PROCEEDS SALES OF BONDS	2,009,250.00	2,009,250.00
OTHER RECEIPT TOTALS:		2,012,633.61	2,038,065.76
60000	- DISBURSEMENTS	-2,074,141.66	-2,189,354.16
60001	- PROPERTY TAX COMMISSION	-191.66	-4,403.80
60002	- SPECIAL ASSESSMENT COMM	0.00	-423.74
15100	- INVESTMENTS	0.00	-74,878.38
10000	ENDING CASH ON HAND	203,439.57	203,439.57
15100	ENDING INVESTMENT ON HAND	174,911.62	174,911.62
GRAND TOTALS		378,351.19	378,351.19

The Omaha World-Herald Ad Order Confirmation

Ad Content

RONALD W. HUNTER
 Attorney at Law
 11605 Arbor Street Suite 104
 Omaha, NE 68144

NOTICE OF MEETING
Sanitary and Improvement
District No. 192 of
Sarpy County, Nebraska

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 192 of Sarpy County, Nebraska, will be held at 2:30 p.m., on Wednesday, May 11, 2011, at 17136 Fairway Drive, Omaha, Nebraska, which meeting will be open to the public. An Agenda for such meeting, kept continuously current, is available for public inspection at the office of the Chairman of the Board of the District at 11605 Arbor Street, Suite 104, Omaha, Nebraska, and includes payment of bills of the District.

TIMOTHY GOODMAN
 Clerk of the District

1370192; 5/4

Ad Number 0001370192-01

Sales Rep. leststepbrnk

Order Taker leststepbrnk

Ad Type SNI Legals

Ad Size
 : 1.0 X 26 Li

PO Number

Color B&W

Promo Type

Customer
 RONALD W HUNTER, ATTY AT

Customer Account
 167774

Customer Address
 11605 ARBOR ST., SUITE 104
 OMAHA NE 68144 USA

Customer Phone
 (402)397-6965

Ordered By

Special Pricing

None

Invoice Text

SID 192

Materials

Ad Order Notes

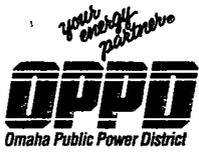
<u>Tear Sheets</u>	<u>Proofs</u>	<u>Blind Box</u>
0	0	

<u>Net Amount</u>	<u>Total Amount</u>
\$10.73	\$10.73

Payment Method

<u>Payment Amount</u>	<u>Amount Due</u>
\$0.00	\$10.73

<u>Product Information</u>	<u>Placement/Classification</u>	<u>Run Dates</u>	<u># Inserts</u>	<u>Cost</u>
SNI Classified::	Papillion Legals SNI Legal Papillion-Appears i	5/4/2011	1	\$10.73



Account Number	Due Date	Total Amount Due
0622093108	Apr 28, 2011	\$502.11

Customer Name: SID 192 SARPY
Statement Date: April 8, 2011

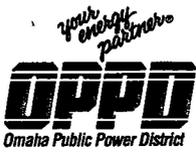
Billing information for service address: 16800 RIDGEMONT ST, STLT OMAHA NE

Billing Period From 03-10-2011 To 04-08-2011 @29 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$153.27	\$0.61	\$162.34

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

Sales Tax	8.46
Total Charges	\$162.34



Account Number	Due Date	Total Amount Due
0622093108	Apr 28, 2011	\$502.11

Customer Name: SID 192 SARPY
Statement Date: April 8, 2011

Billing Information for service address: 16802 OAKMONT DR, IRRIG OMAHA NE

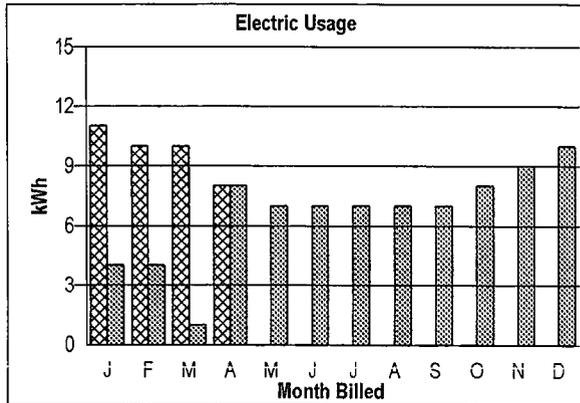
Rate	Billing Period		Meter Number	Meter Reading				Usage
	From	To		Previous	Present	Difference	Multiplier	
General Service Non-Demand	3-8-11	4-5-11	6861226	12147	12384 Actual	237	1	kWh 237

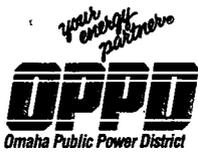
Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2011 ☒	28	237	8	53	31
2010 ☑	29	245	8	56	35

Basic Service	11.89
kWh Usage	20.38
Fuel And Purchased Power Adjustment	0.35
Sales Tax	1.79
Total Charges	\$34.41

Your average daily electric cost was: \$1.23





Account Number	Due Date	Total Amount Due
2953028855	Apr 28, 2011	\$605.69

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

Customer Name: SID 192 SARPY
Statement Date: April 8, 2011

Billing Information for service address: 17209 FAIRWAY DR, WELL OMAHA NE

Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier		
General Service Demand	3-8-11	4-5-11	5762515	107	643 Actual	536	1	kWh	536
Billing Demand								KW	25.00

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2011 ☒	28	536	19	53	31
2010 ☒	29	614	21	56	35

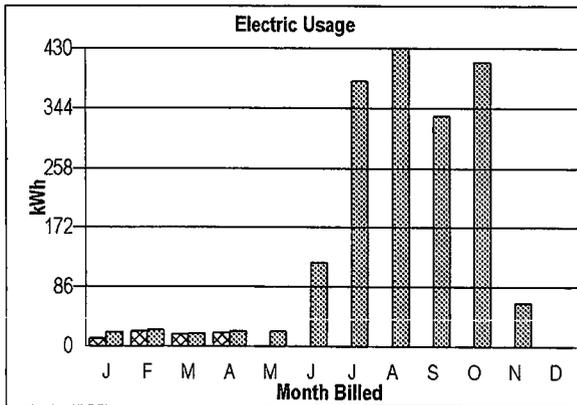
Actual Demands 1.65KW 0.00KVA 100.00%PF

Basic Service 17.39
Demand Revenue 116.75
kWh Usage 29.00
Fuel And Purchased Power Adjustment 0.80
Sales Tax 9.02

Total Charges \$172.96
Previous Balance 771.92
Payments Received: 03/23/11 161.54CR
Payments Received: 04/05/11 177.65CR
Total Amount Due \$605.69

Late Payment Charge of \$6.92 applies after due date.

Your average daily electric cost was: \$6.18



Please return this portion with payment

Fort Calhoun Nuclear Station has a strong safety focus. See Outlets for details.

Statement Date: April 8, 2011

Account Number	Due Date	Total Amount Due
2953028855	Apr 28, 2011	\$605.69

Late Payment Charge of \$6.92 applies after due date.

Amount Paid

Energy Assistance Fund \$1 \$2 \$5 Other \$

A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number: (402) 397-6965

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

SID 192 SARPY
% DEB LASHER@RON HUNTERS
11605 ARBOR ST STE 104
OMAHA NE 68144-2982

PO BOX 3995
OMAHA NE 68103-0995





Account Number	Due Date	Total Amount Due
5958727663	Apr 28, 2011	\$135.69

Customer Name: SID 192 SARPY
Statement Date: April 8, 2011

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

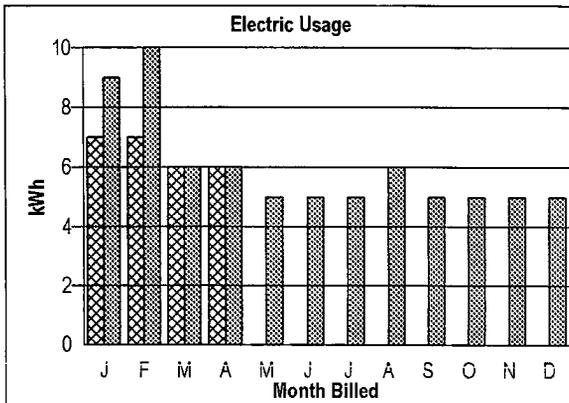
Billing Information for service address: 17221 OAKMONT ST, LIFT OMAHA NE

Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier	kWh	
General Service Non-Demand	3-8-11	4-5-11	5762510	42	214 Actual	172	1	172	

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2011 ☒	28	172	6	53	31
2010 ☑	29	172	5	56	35

Your average daily electric cost was: \$1.02



Basic Service	11.89
kWh Usage	14.79
Fuel And Purchased Power Adjustment	0.26
Sales Tax	1.48
Total Charges	\$28.42
Previous Balance	171.68
Payments Received: 03/23/11	31.84CR
Payments Received: 04/05/11	32.57CR
Total Amount Due	\$135.69

Late Payment Charge of \$1.14 applies after due date.

1

Please return this portion with payment

Fort Calhoun Nuclear Station has a strong safety focus. See Outlets for details.

Statement Date: April 8, 2011

Account Number	Due Date	Total Amount Due
5958727663	Apr 28, 2011	\$135.69

Late Payment Charge of \$1.14 applies after due date.

Amount Paid

Energy Assistance Fund \$1 \$2 \$5 Other \$

A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number: (402) 397-6965

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

SID 192 SARPY

%RONALD W HUNTER ATTORNEY

11605 ARBOR ST STE 104

OMAHA NE 68144-2982

PO BOX 3995
OMAHA NE 68103-0995





Account Number	Due Date	Total Amount Due
6474900369	Apr 28, 2011	\$160.06

Customer Name: SID 192 SARPY
Statement Date: April 8, 2011

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

Billing Information for service address: 10817 FAIRWAY DR, LIFT OMAHA NE

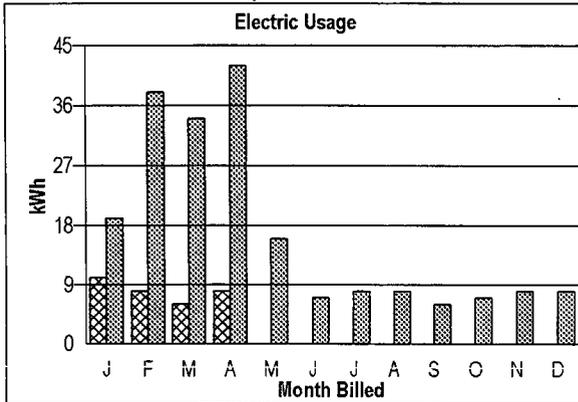
Rate	Billing Period		Meter Number	Meter Reading				Usage
	From	To		Previous	Present	Difference	Multiplier	
General Service Non-Demand	3-8-11	4-5-11	5762521	39	263 Actual	224	1	kWh 224

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2011 <input checked="" type="checkbox"/>	28	224	8	53	31
2010 <input type="checkbox"/>	29	1224	42	56	35

Basic Service	11.89
kWh Usage	19.26
Fuel And Purchased Power Adjustment	0.33
Sales Tax	1.73
Total Charges	\$33.21
Previous Balance	200.39
Payments Received: 03/23/11	40.59CR
Payments Received: 04/05/11	32.95CR
Total Amount Due	\$160.06

Your average daily electric cost was: \$1.19



Late Payment Charge of \$1.33 applies after due date.

Please return this portion with payment

Fort Calhoun Nuclear Station has a strong safety focus. See Outlets for details.

Statement Date: April 8, 2011

Account Number	Due Date	Total Amount Due
6474900369	Apr 28, 2011	\$160.06

Late Payment Charge of \$1.33 applies after due date.

Amount Paid

Energy Assistance Fund \$1 \$2 \$5 Other \$

A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number: (402) 397-6965

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

SID 192 SARPY
11605 ARBOR ST STE 104
OMAHA NE 68144-2982

PO BOX 3995
OMAHA NE 68103-0995



Return address (NOT remittance address):
Great Plains One-Call Services Inc.
 4141 N 156 St
 Omaha, NE 68116



Statewide
1-800-331-5666
 Metro Omaha
344-3565

www.ne-diggers.com Nationwide Dial 811

BILL TO:

SID 192 SARPY COUNTY

KRISTI BLAND/RON HUNTER
11605 ARBOR ST
SUITE 104
OMAHA NE 68136

INVOICE DATE: 5/1/2011
FOR MONTH BEGINNING: 4/1/2011
INVOICE#: 411SD192
PO#:

(Fold line)

<i>SID192SC</i>	Ticket Type	Quantity	Amount	Total
	Locate Request	17	\$1.72	\$29.24
21702	Locate Request	-1	\$1.72	(\$1.72)
	Terminal Total	16		\$27.52

Member Billing Subtotal: 16 \$27.52
Nebraska One Call Board Surcharge (.04 per ticket): \$0.64
Total Current Invoice Amount: \$28.16
Previous Balance: \$34.27
TOTAL BALANCE DUE: \$62.43

Any balance due less than \$25.00 may be paid quarterly. Quarter ends last day of March, June, September, and December.

Terms: Net 30 days	Over 30 Day	Over 60 Day	Over 90 Day	Over 120 Day
	\$34.27	\$0.00	\$0.00	\$0.00

For billing questions please contact: JILL GEYER Email: jill.geyer@cusinc.com Phone: 402-738 2170

Make checks payable to: Great Plains One Call Services, Inc.	
IMPORTANT SEND ALL PAYMENTS TO: P.O. Box 102721 Atlanta GA 30368-2721	
From: SID 192 SARPY COUNTY	Invoice Number <input type="text"/>
Invoice: 411SD192	Amount due: \$62.43 Amount Enclosed <input type="text"/>
Code: SD192	
Please return this portion of the bill with your remittance to the address indicated in this box.. Thank You.	

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

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

Invoice No. 100186 05-01-11
 Customer No. TIBSO

SID 192 TIBURON SOUTH
 c/o RON HUNTER
 11605 ARBOR STREET, SUITE 104
 OMAHA, NE 68144

Terms: 18% APR interest rate applies to unpaid balances after 31 days, 06-01-11

Quant	Item No.	Item Description	Unit Price	Extension
7	HRS	EXTRAORDINARY SERVICE HOURS	51.00	\$357.00
5		MICROBIAL MANHOLE DOUSING & INSPECT 173RD MANHOLE....	59.00	295.00
1		VERIZON DIAL OUT TELEALARMS: WELLHOUSE #3	27.00	27.00
1		PIII PRESSURE/FLOW MCT-10 RECORDER CPU	83.00	83.00
1		MANHOLE FIRE HOSE FLUSHING	100.00	100.00
-----> Note: SIGNIFICANT EVENTS: LIASON WITH TIB ESTATES MUD JACKER & KERSTEN LEE. PREP FOR INSURANCE INSPECTION. SECURE WALL ENTRY HOLES - MICE BUILDING NESTS IN GENERATOR.				

Subtotal \$862.00
 *Sales Tax: NOT APPLICABLE .00
 TOTAL AMOUNT DUE \$862.00

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



PAPILLION SANITATION
10810 SOUTH 144TH ST
OMAHA NE 68138-3848
DISTRICT NO - 3050

ACCOUNT NO. 3050-30014918-001
INVOICE NO. 2170666
STATEMENT DATE 05/01/11
DUE DATE 05/20/11
BILLING PERIOD 04/01/11 - 04/30/11

TIBURON HOMES SID #192
C/O RONALD W HUNTER
11605 ARBOR ST SUITE 104
OMAHA NE 68144-2982

FOR ASSISTANCE
Customer Service (402) 346-7800
Or Toll Free (800) 494-5441

INVOICE STATEMENT

Date	Description	Amount
	Previous Balance	\$ 2,410.80
04/05/11	Payment Thank You! 2228	\$ 1,205.40-
	Total Payments And Credits	\$ 1,205.40-
04/30/11	Service Location Acct #30014918-001 Residential Svc 1 Cart 04/01/11-04/30/11	\$ 1,205.40
	Current Charges And Fees	\$ 1,205.40
	Total Due	\$ 2,410.80



Payment for previous balance is now due. Please pay promptly to avoid service interruption.

Call 402-346-7800 and ask for Margo for your Spring and Summer Cleanups
We offer Temporary Containers
Yard Waste Season is from April 1st through November 30th

6

Please remit to the address below and return your remit stub with your payment
or look on the reverse side to learn about on-line bill pay.



PAPILLION SANITATION
10810 SOUTH 144TH ST
OMAHA NE 68138-3848

ACCOUNT NO. 3050-30014918-001
INVOICE NO. 2170666
STATEMENT DATE 05/01/11
DUE DATE 05/20/11
PAY THIS AMOUNT 2,410.80

AV 01 008907 78902B 27 C**5DGT



TIBURON HOMES SID #192
C/O RONALD W HUNTER
11605 ARBOR ST SUITE 104
OMAHA NE 68144-2982

WRITE IN AMOUNT PAID	\$
----------------------------	----

TO CHANGE ADDRESS
Check here and complete the
information on the reverse side.

MAIL PAYMENT TO:
PAPILLION SANITATION
A WASTE CONNECTIONS COMPANY
PO BOX 660177
DALLAS TX 75266-0177



3050 000000030014918-0015 000024108002170666 5

Clean Sweep Commercial Inc. Parking Lot Services



12218 Roberts Road LaVista, Ne 68128
 Ph 402-593-8708 Fx 402-593-1106
 www.cleansweepomaha.com

Invoice

Date	Invoice #
4/13/2011	1322

Mr. Ronald Hunter
 11605 Arbor Street #104
 Omaha, NE 68144

Balance Due	\$630.00
--------------------	-----------------

Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

New e-mail address? Enter here: _____

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT.

*Commercial Sweeping / Striping / PowerWashing
 Parking Lot Maintenance
 Daily-Weekly-Monthly Clean Up*

P.O. No.	Project
	SID # 192

Date	Item	Description	Amount
4/8/2011	S.I.D Sweep	Street Sweeping For SID #192 - Tiberon Estates	630.00

Thank You
 Make checks payable to Clean Sweep Commercial Inc. Parking Lot Services



Total	\$630.00
Payments/Credits	\$0.00
Balance Due	\$630.00

There will be a \$35 charge for all returned checks. 10% interest will be assessed on all unpaid balances after 30 days.
 For billing inquiries: 402-593-8708

Invoice

Thompson, Dreesen & Dorner, Inc.
Consulting Engineers & Land Surveyors
10836 Old Mill Road
Omaha, NE
68154
Office:(402)330-8860 Fax:(402)330-5866
www.td2co.com



May 3, 2011
Project No: 1591-102
Invoice No: 90861

MR. RON HUNTER
SID #192 (TIBURON SOUTH) SCN
11605 ARBOR STREET, SUITE 104
OMAHA, NE 68144

Project 1591-102 MISCELLANEOUS SERVICES, 2010, CIVIL

Professional Services from April 8, 2011 to May 1, 2011

Professional Personnel

Coordinate Jetting and Cleaning of 2 Lift Stations
Investigate Loss of Power to Sanitary Sewer Measurement Manhole
1.5 hr Professional Engineer
.5 hr Clerical

Total this Invoice \$173.38

Invoice

Thompson, Dreesen & Dorner, Inc.
Consulting Engineers & Land Surveyors
10836 Old Mill Road
Omaha, NE
68154
Office:(402)330-8860 Fax:(402)330-5866
www.td2co.com



May 3, 2011

Project No: 1591-900
Invoice No: 90862

MR. RON HUNTER
SID #192 (TIBURON SOUTH) SCN
11605 ARBOR STREET, SUITE 104
OMAHA, NE 68144

Project 1591-900 ONE CALL MEMBER AGREEMENT

Professional Services from April 1, 2011 to April 30, 2011

Professional Professional

16 – One Call Responses for April, 2011 @ \$25.00 each

9 within S I D Boundary
7 outside S I D Boundary

Total this Invoice \$400.00

Outstanding Invoices

Number	Date	Balance
0090668	4/8/11	475.00
Total		475.00

Total Now Due \$875.00

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

Robert Duvall

From: digrequest@dhon.org
Sent: Thursday, April 28, 2011 4:30 PM
To: td2onecall@td2co.com
Subject: Message from Diggers Hotline of Nebraska (DHON) 04/28/11 Seq 2, Ticket 2726850-00, begin 5/03/11

Ticket No: 2726850 NORMAL NOTICE
Send To: SID192SC Seq No: 2 Map Ref:

Transmit Date: 4/28/11 Time: 4:30 pm Op: TLR
Original Call Date: 4/28/11 Time: 4:15 pm Op: TLR
Work to Begin Date: 5/03/11 Time: 4:30 pm

State: NE County: SARPY Place: GRETNA
Address: Street: S 168TH ST
Nearest Intersecting Street: CO RT 370

Twp: 14N Rng: 11E Sect-Qtr: 27-SW,28-SE,33-NE,34-NW
Twp: Rng: Sect-Qtr:
Legal Given: N

Type of Work: BURYING TELEPHONE CABLE
Location of Work: LOCATE THE NE CORNER OF INTERSECTION THEN GO 250FT NORTH
: AND 75FT EAST- BETWEEN ROW AND EDGE OF STREET

Remarks:

Company : BAUER UNDERGROUND
Contact Name: JOHN GRAY Phone: (402)660-8906
Alt. Contact: WENDY Phone: (402)379-2072

Work Being Done For: QWEST
Depth of Excavation: 7FT Corner Lot: Y Front: Y Rear: N
Involves Tunneling or Horizontal Boring : N Explosives: N
ATTNEBR1 BHE1B CXCATV LEVEL3 MUD06 OPPDGPR2 QLNNE1D
SID192SC

NOT IN SID

Robert Duvall

From: digrequest@dhon.org
Sent: Thursday, April 21, 2011 11:35 AM
To: td2onecall@td2co.com
Subject: Message from Diggers Hotline of Nebraska (DHON) 04/21/11 Seq 1, Ticket 2719806-00, begin 4/25/11

Ticket No: 2719806 NORMAL NOTICE
Send To: SID192SC Seq No: 1 Map Ref:

Transmit Date: 4/21/11 Time: 11:34 am Op: TLR
Original Call Date: 4/21/11 Time: 11:18 am Op: TLR
Work to Begin Date: 4/25/11 Time: 11:30 am

State: NE County: SARPY Place: OMAHA
Address: 17117 Street: FAIRWAY DR

Twp: 14N Rng: 11E Sect-Qtr: 28-SE
Twp: Rng: Sect-Qtr:
Legal Given: C

Type of Work: TRENCHINGS FOOTINGS
Location of Work: LOCATE ENTIRE PROPERTY

Remarks: UNSURE IF CORNER

Company : HRABIK MASONARY
Contact Name: DAN HRABIK Phone: (402)708-8143
Alt. Contact: NONE

Work Being Done For: HBC HOMES
Depth of Excavation: 48 IN Corner Lot: Y Front: Y Rear: Y
Involves Tunneling or Horizontal Boring : N Explosives: N
BHE1B CXCATV LEVEL3 MUD06 NNG01P OPPDGPR2 QLNNE1D
SID192SC

In SID

Daren Konda

From: digrequest@dhon.org
Sent: Sunday, April 10, 2011 4:16 PM
To: td2onecall@td2co.com
Subject: Message from Diggers Hotline of Nebraska (DHON) 04/10/11 Seq 1, Ticket 2708976-00, begin 4/13/11

Ticket No: 2708976 NORMAL NOTICE
Send To: SID192SC Seq No: 1 Map Ref:

Transmit Date: 4/10/11 Time: 4:14 pm Op: GMF
Original Call Date: 4/10/11 Time: 3:58 pm Op: GMF
Work to Begin Date: 4/13/11 Time: 7:00 am

State: NE County: SARPY Place: OMAHA
Address: 17206 Street: FAIRWAY DR

Twp: 14N Rng: 11E Sect-Qtr: 28-SE-SW
Twp: Rng: Sect-Qtr:
Legal Given: C

Type of Work: PLANTING TREES
Location of Work: WHERE ON PROPERTY:
: BACK OF PROPERTY

Remarks: RECEIVED VIA EMAIL
: WEB TRANSMISSION: W28830

Company : ARBOR HILLS
Contact Name: ED Phone: (402)895-3636
Alt. Contact: NONE

Work Being Done For: TIM GOODMAN
Depth of Excavation: 2FT. 5I Corner Lot: N Front: N Rear: Y
Involves Tunneling or Horizontal Boring : N Explosives: N
BHE1B CXCATV LEVEL3 MUD06 NNG01P OPPDGPR2 QLNNE1D
SID192SC

110 SID

Robert Duvall

From: digrequest@dhon.org
Sent: Wednesday, April 06, 2011 10:48 AM
To: td2onecall@td2co.com
Subject: Message from Diggers Hotline of Nebraska (DHON) 04/06/11 Seq 1, Ticket 2705376-00, begin 4/08/11

Ticket No: 2705376 NORMAL NOTICE
Send To: SID192SC Seq No: 1 Map Ref:

Transmit Date: 4/06/11 Time: 10:47 am Op: TLB
Original Call Date: 4/06/11 Time: 10:30 am Op: TLB
Work to Begin Date: 4/08/11 Time: 10:45 am

State: NE County: SАРY Place: GRETNA
Address: Street: S 168TH ST
Nearest Intersecting Street: CO RT 370

Twp: 14N Rng: 11E Sect-Qtr: 28-SE,33-NE
Twp: Rng: Sect-Qtr:
Legal Given: N

Type of Work: DIGGING POST HOLES
Location of Work: GO W. FOR 500FT TO THE ORANGE LATHE ON THE N
: SIDE OF THE STREET LOCATE A 15FT RADOUS OF THE LATHE

Remarks:

Company : TODCO BARRICADE CO
Contact Name: ED Phone: (402)733-3150
Alt. Contact: CELL Phone: (402)690-9937

Work Being Done For: STATE OF NE
Depth of Excavation: 3FT Corner Lot: Y Front: N Rear: N
Involves Tunneling or Horizontal Boring : N Explosives: N
ATTNEBR1 BHE1B CXCATV LEVEL3 MUD06 OPPDGPR2 QLNNE1D
SID192SC UNITEOM

10 SID
So Side Apt Complex

Robert Duvall

From: digrequest@dhon.org
Sent: Tuesday, April 05, 2011 1:20 PM
To: td2onecall@td2co.com
Subject: Message from Diggers Hotline of Nebraska (DHON) 04/05/11 Seq 1, Ticket 2704272-00, begin 4/07/11

Ticket No: 2704272 NORMAL NOTICE
Send To: SID192SC Seq No: 1 Map Ref:

Transmit Date: 4/05/11 Time: 1:18 pm Op: CSA
Original Call Date: 4/05/11 Time: 12:58 pm Op: CSA
Work to Begin Date: 4/07/11 Time: 1:15 pm

State: NE County: SARPY Place: OMAHA
Address: 11013 Street: S 172ND ST

Twp: 14N Rng: 11E Sect-Qtr: 28-SE
Twp: Rng: Sect-Qtr:
Legal Given: C

Type of Work: REMOVING BUSHES AND TREE ROOTS AND FENCE Location of Work: LOCATE 15FT OUT
FROM HOUSE TO LAWN EDGE----- REAR OF
: PROPERTY

Remarks:

Company :
Contact Name: TOM LEGBAND Phone: (402)208-0631
Alt. Contact: KERRI LEGBAND Phone: (402)659-2896

Work Being Done For: TOM LEGBAND
Depth of Excavation: 3FT Corner Lot: Y Front: N Rear: Y
Involves Tunneling or Horizontal Boring : N Explosives: N
ATTNEBR1 BHE1B CXCATV LEVEL3 MUD06 NNG01P OPPDGPR2
QLNNE1D SID192SC UNITEOM

In SID

Robert Duvall

From: digrequest@dhon.org
Sent: Monday, April 04, 2011 10:42 AM
To: td2onecall@td2co.com
Subject: Message from Diggers Hotline of Nebraska (DHON) 04/04/11 Seq 3, Ticket 2702495-00, begin 4/06/11

Ticket No: 2702495 UPDATE
Send To: SID192SC Seq No: 3 Map Ref:
Update Of: 2700336
Transmit Date: 4/04/11 Time: 10:41 am Op: JOHN1677
Original Call Date: 4/04/11 Time: 10:35 am Op: JOHN1677
Work to Begin Date: 4/06/11 Time: 11:00 am

State: NE County: SARPY Place: GRETNA
Address: Street: OAKMONT DR
Nearest Intersecting Street: CO RT 370

Twp: 14N Rng: 11E Sect-Qtr: 28-SW, 29-SE, 32-NE, 33-NW
Twp: Rng: Sect-Qtr:
Legal Given: Y

Type of Work: Road Construction
Location of Work: FROM THE INTERSECTION OF OAKMONT DR./174TH ST. AND HWY
: 370 LOCATE WEST TO 180TH ST. LOCATE 100' RIGHT AND 200' LEFT FROM CL OF
: ROAD. LOCATE ENTIRE FRONT OF PROPERTY

Remarks: FAX ALL CLEARS TO: (402)733-5203
: RESENT DUE TO WORK EXTENDING.
:
: PLEASE CALL GARY WASCO WITH ANY QUESTIONS.

Company : VRANA CONSTRUCTION
Contact Name: JOHN GJERSVIK Phone: (402)306-4934
Alt. Contact: GARY WASCO Phone: (402)306-4919

Work Being Done For: NDOR
Depth of Excavation: 25 FT Corner Lot: N Front: N Rear: N
Involves Tunneling or Horizontal Boring : N Explosives: N
ATTNEBR1 BHE1B CXCATV MUD06 NNG01P OPPDGPR2 QLNNE1D
SID192SC UNITEOM

NOT IN SID

Robert Duvall

From: digrequest@dhon.org
Sent: Friday, April 01, 2011 11:21 AM
To: td2onecall@td2co.com
Subject: Message from Diggers Hotline of Nebraska (DHON) 04/01/11 Seq 1, Ticket 2700978-00, begin 4/05/11

Ticket No: 2700978 NORMAL NOTICE
Send To: SID192SC Seq No: 1 Map Ref:

Transmit Date: 4/01/11 Time: 11:20 am Op: CMK
Original Call Date: 4/01/11 Time: 11:01 am Op: CMK
Work to Begin Date: 4/05/11 Time: 11:15 am

State: NE County: SARPY Place: GRETNA
Address: Street: CO RT 370
Nearest Intersecting Street: S 168TH ST

Twp: 14N Rng: 11E Sect-Qtr: 27-SW,28-SE,33-NE,34-NW
Twp: Rng: Sect-Qtr:
Legal Given: N

Type of Work: BURYING TELEPHONE CABLE
Location of Work: FROM INTERSECTION LOCATE ON THE NE CORNER FROM TELEPHONE
: PED GOING NORTH ON THE EAST SIDE OF S 168TH ST, FOR 600 FT TO THE NORTH
: EDGE OF THE AT/T HUT.

Remarks:

Company : BAUER UNDERGROUND
Contact Name: JOHN GRAY Phone: (402)660-8906
Alt. Contact: WENDY Phone: (402)379-2072

Work Being Done For: QWEST
Depth of Excavation: 3 FT Corner Lot: Y Front: Y Rear: N
Involves Tunneling or Horizontal Boring : N Explosives: N
ATTNEBR1 BHE1B CXCATV LEVEL3 MUD06 OPPDGPR2 QI.NNF.1D
SID192SC UNITEOM

NOT IN SID

Robert Duvall

From: digrequest@dhon.org
Sent: Friday, April 01, 2011 11:21 AM
To: td2onecall@td2co.com
Subject: Message from Diggers Hotline of Nebraska (DHON) 04/01/11 Seq 2, Ticket 2700980-00, begin 4/05/11

Ticket No: 2700980 NORMAL NOTICE
Send To: SID192SC Seq No: 2 Map Ref:

Transmit Date: 4/01/11 Time: 11:21 am Op: CMK
Original Call Date: 4/01/11 Time: 11:05 am Op: CMK
Work to Begin Date: 4/05/11 Time: 11:15 am

State: NE County: SARPY Place: GRETNA
Address: Street: CO RT 370
Nearest Intersecting Street: S 168TH ST

Twp: 14N Rng: 11E Sect-Qtr: 27-SW,28-SE,33-NE,34-NW
Twp: Rng: Sect-Qtr:
Legal Given: N

Type of Work: BURYING TELEPHONE CABLE
Location of Work: LOCATE BOTH SIDES OF S 168TH ST GOING 300 FT SOUTH FROM
: THE SOUTH SIDE OF COUNTY ROAD 370

Remarks:

Company : BAUER UNDERGROUND
Contact Name: JOHN GRAY Phone: (402)660-8906
Alt. Contact: WENDY Phone: (402)379-2072

Work Being Done For: QWEST
Depth of Excavation: 3 FT Corner Lot: Y Front: Y Rear: N
Involves Tunneling or Horizontal Boring : N Explosives: N
ATTNEBR1 BHE1B CXCATV LEVEL3 MUD06 OPPDGPR2 QLNNE1D
SID192SC UNITEOM

NOT IN SID



ANNIE'S NURSERY CO.
11205 So. 150th St., Ste. 100
Omaha, NE 68138
(402) 894-4819
Fax: 592-5381

Invoice ID: 2011-404
Invoice Date: 04-08-2011
Draw ID: 1
Customer ID: S158

To:
TIBURON ESTATES
C/O RON HUNTER

Job Location:
SID 158 - TIBURON ESTATES
ROW

Ship Via: None

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	Mulch				750.00

Amount Billed \$750.00
Total Tax

Retainage Held

DATE DUE: 04-08-2011

Amount Due \$750.00

CITY OF OMAHA

1819 Farnam St. Billing Div.
Omaha, NE 68183

Contact: (402) 444-5453

Date 12-APR-11
1 of 1

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

Customer No: 40239
Bill To:

SID 192-BALLENA
C/O RON HUNTER
11605 ARBOR STREET, SUITE 104
OMAHA NE 68144

Ship To:

Transaction Type: SEWER BILLING

Invoice Number: 73389

Terms: 30 NET

Total Due: 1,477.48

PLEASE RETURN TOP PORTION WITH REMITTANCE

Item No.	DESCRIPTION	QTY	UOM	TAX	UNIT PRICE	EXTENDED PRICE
1	SEWER BILLING SID 192 BALLENA JAN 2011	1	1		1,477.48	1,477.48
SPECIAL INSTRUCTION			DUE DATE		TOTAL DUE	
			73389 12-MAY-11		1,477.48	

April 15, 2011

To: SID 192

From: Steve Moore

re: Reimbursement of Expenses

The attached items were purchased for the repair of the sprinkler system in SID 192's park. Also an electrical box cover for the new outlet at the pump house. There is no charge for the installation.

48.31
3.20
19.25
<hr/>
70.76

THANK YOU FOR SHOPPING AT
Home & Garden True Value
(402) 763-2271

4/13/11 12:03PM JBS 551 SALE

837005 1 EA 17.99 EA
2G Flexguard Cover 17.99

SUB-TOTAL: 17.99 TAX: 1.26
TOTAL: 19.25
BC AMT: \$19.25

BK CARD#: XXXXXXXXXXXX5922
ID: 062207030990773405
AUTH: 01326R AMT: 19.25
Host reference #:13526 Bat#000098
SWIPED
CARD TYPE:DISCOVER EXPR: XXXX



==>> JRNL#A13526 <<==
CUST # *5

THANK YOU STEVEN MOORE
FOR YOUR PATRONAGE

Acct: CASH CUSTOMER

I agree to pay above total amount
according to card issuer agreement
(merchant agreement if credit voucher)
Customer Copy

*Park
Electrical Cover*

THANK YOU FOR SHOPPING AT
Home & Garden True Value
(402) 763-2271

THANK YOU FOR SHOPPING AT
Home & Garden True Value
(402) 763-2271

4/12/11 2:01PM JBS 551 SALE

112289 1 EA 2.99 EA
1x10 SCH40 PVC Pipe 2.99
SUB-TOTAL: 2.99 TAX: .21
TOTAL: 3.20
BC AMT: \$3.20

BK CARD#: XXXXXXXXXXXX5922
ID: 062207030990773405
AUTH: 01253R AMT: 3.20
Host reference #:13356 Bat#000097
SWIPED
CARD TYPE:DISCOVER EXPR: XXXX



==>> JRNL#A13356 <<==
CUST # *5

THANK YOU STEVEN MOORE
FOR YOUR PATRONAGE

Acct: CASH CUSTOMER

I agree to pay above total amount
according to card issuer agreement
(merchant agreement if credit voucher)
Customer Copy

4/12/11 1:54PM JBS 551 SALE

193748 2 EA .99 EA 1.98
1" WHT SxSxS Tee
323071 1 EA .79 EA .79
1" EXT Sock Coupling
127841 1 EA 3.79 EA 3.79
40Z Purple Primer
127846 1 EA 4.99 EA 4.99
40Z CLR AP Solv Cement
131193 1 EA 3.49 EA 3.49
1x3/4 COP Reducer
356033 1 EA 11.99 EA 11.99
Lead Free Solder Kit
109587 1 EA 9.49 EA 9.49
1" FPT COP Adapter
197939 1 EA .99 EA .99
1" WHT Male Adapter
196238 1 EA .59 EA .59
1" WHT SxS Coupling
197939 1 EA .99 EA .99
1" WHT Male Adapter
544130 1 EA 1.49 EA 1.49
1" WHT Cap Threaded
323071 1 EA .79 EA .79
1" EXT Sock Coupling
197939 1 EA .99 EA .99
1" WHT Male Adapter
234922 1 EA 2.79 EA 2.79
3/4x520 PTFE Seal Tape

SUB-TOTAL: 45.15 TAX: 3.16
TOTAL: 48.31
BC AMT: \$48.31

BK CARD#: XXXXXXXXXXXX5922
ID: 062207030990773405
AUTH: 01260R AMT: 48.31
Host reference #:13354 Bat#000097
SWIPED
CARD TYPE:DISCOVER EXPR: XXXX



==>> JRNL#A13354 <<==
CUST # *5

THANK YOU STEVEN MOORE
FOR YOUR PATRONAGE

Park Sprinkler Repair
Acct: CASH CUSTOMER

I agree to pay above total amount
according to card issuer agreement

RONALD W. HUNTER

Attorney at Law

11605 Arbor Street, Suite 104

Omaha, NE 68144

e-mail: rwhre@hunterlaw.omhcoxmail.com

Telephone: (402) 397-6965

Fax: (402) 397-0607

May 10, 2011

Sanitary and Improvement District No. 192
c/o 11605 Arbor Street, Suite 104
Omaha, NE 68144

Re: Sanitary and Improvement District No. 192

=====

For legal services performed re: general services from 04-13-11
through 05-10-11.

(See Attached Schedule of Services)

7.80 hours x \$150.00 per hour = \$1,170.00

TOTAL AMOUNT DUE \$1,170.00

SCHEDULE OF SERVICES
FOR
SID 192

04/13/11	Prepared for and attended meeting of the Board of Trustees.	1.50
04/20/11	Preparation of minutes, supporting documents, and warrants of meeting held on April 13, 2011.	1.30
04/23/11	Final review of minutes, supporting documents and warrants. Mailed copy to accountants.	0.60
04/25/11	Set up next meeting of the Board of Trustees.	0.70
05/04/11	Reviewed files regarding sanitary sewer interlocal cooperation agreement.	2.80
04/12/11	Prepared Agenda for meeting to be held on April 13, 2011.	<u>0.90</u>
	Total	<u>7.80</u>



PO BOX 6001
RAPID CITY SD 57709-6001

24 hour Customer Service call 1-888-890-5554
24 hour Emergency Service call 1-800-694-8989

<u>Helpful Information</u>	DISTRICT 192																																								
<p>Black Hills Cares helps eligible people meet energy needs through your voluntary tax-deductible donations. To give, please mark your payment stub (below) with the amount you wish to be billed monthly. Black Hills Energy matches customer contributions. Call 1-888-890-5554 to stop giving.</p> <p>We are currently holding a deposit of \$88.00</p> <p>If you smell natural gas, leave the premises immediately and call Black Hills Energy at 1-800-694-8989.</p> <p>If you have a previous balance, that amount is due immediately; the remaining balance is due on the due date.</p> <p>Customer Charge covers part of the fixed costs of delivering your energy, regardless of usage.</p> <p>Supply Cost - Your bill may include an adjustment or rate change due to the cost of purchasing energy from suppliers. The charge may appear as PGA, GCR, ECA or FAC dependent upon the state you reside in.</p> <p>Questions or comments about your bill? Visit www.blackhillsenergy.com, call us at 1-888-890-5554 or write to P.O. Box 6006, Rapid City, SD 57709. Please send payments to the address on front of the payment stub.</p> <p>Need to start or stop your Black Hills Energy utility service? Help yourself! It's fast and easy at www.blackhillsenergy.com.</p>	<table> <tr> <td>Account Number:</td> <td style="text-align: right;">3497 3578 91</td> </tr> <tr> <td>Amount Now Due:</td> <td style="text-align: right;">\$118.04</td> </tr> <tr> <td>Billing Date:</td> <td style="text-align: right;">04/28/11</td> </tr> <tr> <td>Please Pay By:</td> <td style="text-align: right;">05/18/11</td> </tr> <tr> <td colspan="2"><hr/></td> </tr> <tr> <td>Previous Account Balance</td> <td style="text-align: right;">\$83.65</td> </tr> <tr> <td>Payments Received</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Prev Utility Due</td> <td style="text-align: right;">\$83.65</td> </tr> <tr> <td>Prev Other Due</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Previous Balance Due</td> <td style="text-align: right;">83.65</td> </tr> <tr> <td>Fees/Adjustments</td> <td style="text-align: right;">0.84</td> </tr> <tr> <td>Current Charges</td> <td></td> </tr> <tr> <td> Gas</td> <td style="text-align: right;">\$33.55</td> </tr> <tr> <td colspan="2"><hr/></td> </tr> <tr> <td>Total This Bill</td> <td style="text-align: right;">33.55</td> </tr> <tr> <td>New Account Balance</td> <td style="text-align: right;">\$118.04</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>Payment Due May 18</td> <td style="text-align: right;">\$118.04</td> </tr> <tr> <td>Pay \$119.22 after May 18</td> <td></td> </tr> <tr> <td colspan="2">Make checks payable to: Black Hills Energy</td> </tr> </table>	Account Number:	3497 3578 91	Amount Now Due:	\$118.04	Billing Date:	04/28/11	Please Pay By:	05/18/11	<hr/>		Previous Account Balance	\$83.65	Payments Received	0.00	Prev Utility Due	\$83.65	Prev Other Due	0.00	Previous Balance Due	83.65	Fees/Adjustments	0.84	Current Charges		Gas	\$33.55	<hr/>		Total This Bill	33.55	New Account Balance	\$118.04	 		Payment Due May 18	\$118.04	Pay \$119.22 after May 18		Make checks payable to: Black Hills Energy	
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See back for billing details.

Detach and mail this portion with your payment. Bring entire bill if paying in person.

Account Number 3497 3578 91

Payment Due May 18 \$118.04

Please write this account number on your check
Make checks payable to Black Hills Energy. Allow 5 to 7 days for delivery and processing when sending payment by mail.

Amount due after May 18 \$119.22

I want to support Black Hills Cares with a monthly gift of:

\$ _____ Other \$5 \$10 \$20

Please enter amount enclosed

See back of bill for CheckLINE sign up or address change.

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



DISTRICT 192
C/O RONALD W. HUNTER
11605 ARBOR ST STE 104
OMAHA NE 68144-2982



34973578910000011922000000118041305



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

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

Invoice No. 100182 05-01-11
Customer No. SID192

SID 192 TIBURON SOUTH
c/o RON HUNTER
11605 ARBOR STREET, SUITE 104
OMAHA, NE 68144

Terms: 18% APR interest rate applies to unpaid balances after 31 days, 06-01-11

Quant	Item No.	Item Description	Unit Price	Extension
112		LASTMONTH - WATER METER BILL PROCESSING	6.51	\$729.12
		-----> Note: WATER METER BILLING ONLY.		
			Subtotal	\$729.12
			*Sales Tax: NOT APPLICABLE	.00
			TOTAL AMOUNT DUE	\$729.12
>>> Please submit your payment with the top part of this invoice <<<				=====



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 99998
POSTAGE WILL BE PAID BY ADDRESSEE

PO BOX FEE PAYMENT
POSTMASTER
POSTAL IMPRESSIONS
5346 S 136 STREET
CITY, STATE, ZIP CODE
OMAHA, NE 68139-9998

Print
Post Office
Address Here

If Undeliverable as Addressed,
Return to Local Postmaster



Your PO Box fee is due by the LAST DAY OF THIS MONTH.

Your PO Box will be closed if the fee is not paid by the due date. If the fee is not paid within 10 days after the due date, a **late payment charge will apply**. You may make payment by any of the convenient options noted on the inside top portion of this envelope.

Make checks or money orders payable to **“U.S. Postal Service.”** If the bank returns your check, or if payment is not received by the due date, your PO Box service will be suspended **until all associated charges** are paid.

Please disregard this notice if payment has been made.

Thank you.

Post Office Box Service Fee

Annual

Semiannual

\$ _____
Amount

Box Number

Box # 390675
SID 192
6 Months: \$35.00 12 Months: \$70.00
Due Date: 5/31/2011