RECEIVED
JUN 27 2013
DEBRA J. HOUGHTALING
SARPY COUNTY CLERK

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

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 2:00 p.m., on Wednesday, May 8, 2013, at 17136 Fairway Drive, Omaha, Nebraska. Present were the following Trustees of the District: Lee Harrow, Steven Moore, Tom Dein, and Morrie Naumann. Absent was the following Trustee: Timothy P. Goodman. Present by invitation were Ronald W. Hunter, attorney for the District; Kristi Weispfenning, his assistant; Dean Jaeger of Thompson, Dreessen & Dorner, Inc., engineers for the District; and Gerry Gutoski of Field R & D. Also present were Larry Hagewood and Rick Waddington, both with the developer; Mark LaPuzza, an attorney; Rick Burkholtz, a builder; and numerous residents living in the District. Notice of the meeting was given in the Papillion Times on April 24, 2013, 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 first order of business was a discussion regarding possible proposal from developers to allow ranch style villas on Oakmont Street and 172nd Street. Mr. Waddington stated there were seven lots on Oakmont Street and the developer was interested in replating the seven lots into eleven lots. Also, on 172nd Street there were eight lots and the developer was interested in replating the eight lots into twelve. The average villa would be between $240,000 and $270,000. The covenants call for a minimum of 1,800 square feet for the main level of homes built in SID 192, the proposed villas will be 1,500. In order to change the covenants, a 90% approval rate from property owners is required. The Trustees agreed for the developer to send a letter of explanation and ballot to all of the property owners of SID 192 to determine if they can receive favorable votes of at least 90% property owners.

The Chairman stated the next order of business was an update from Gerry Gutoski. Mr. Gutoski stated that Well No. 3 was turned on May 7, 2013. He reported that there was a lot of silt in the water when the fire hydrant was flushed and reports of the water tasting

like sulfa. He also stated that the relief valve is getting replaced. Mr. Gutoski stated that there were a few minor issues with the lift stations due to power outage a few weeks ago.

Ms. Weispfenning stated there were three late payers. The Trustees instructed Ms. Weispfenning to send out ten-day notices to the delinquent accounts. The Trustees reviewed the water regulations but decided to lay the matter over to a subsequent meeting.

The Chairman stated the next order of business were items from the Chairman. The first topic discussed was the TD2 sewer inspection. Mr. Jaeger estimated the work would be $2,000 to repair all of the concerned areas. After full and complete discussion, the following Resolution was proposed by the Chairman and seconded by Trustee Dien, to-wit:

> RESOLVED, that TD2 is authorized and directed to hire Jochim to complete the first three items on the sewer inspection.

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

The next item of discussion was for TD2 calculation regarding the well operation and payback period for switching to MUD water. The Trustees reviewed the basic comparisons so far and agreed to lay this matter over to a subsequent meeting. Ms. Weispfenning also stated she had not received a response from Ameritas regarding approval of financing this matter.

The next item was a discussion regarding Tiburon Ridge Entrance Interlocal. The Trustees reviewed a letter and drawings which were presented by Mr. Jaeger. Mr. Jaeger stated the entrance would be wide enough to allow for large moving trucks or heavy equipment. Mr. Jaeger suggested that Exhibit "A" to the Interlocal should include the location of future lanes. The Trustees instructed Ms. Weispfenning to contact the attorney for Tiburon Ridge requesting the change to Exhibit "A".

The next item discussed was an update regarding park play area mulch. The Trustees agreed to have the mulch delivered the first week in June.

The next item discussed was to renew the waste collection contract and a proposed newer rate. Ms. Weispfenning stated to date she still has not had a response from Papillion Sanitation.

The next item discussed was regarding possible sewer connection of Tiburon Ridge. Ms. Weispfenning stated Mr. Hunter is working with the attorneys for SID 176 and SID 240 to determine a sewer connection fee that will be charged to Tiburon Ridge. The Trustees agreed to lay this matter over to a subsequent meeting.

The next item discussed was an update regarding Tiburon Estates landscaping. The Trustees noted that some landscaping has been done to the islands located in the Estates. The Chairman was also contacted by the developer of the Estates to see how much money SID 192 would furnish for landscaping, the Chairman stated $750.00.

The Chairman stated the next order of business was a discussion regarding property owner questions or concerns. There were none to come before the meeting.

The following are reporting items for the Trustees' information and required no action: Service Fee Fund Statements and General Ledger balances from Sarpy County Treasurer for April, 2013.

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 Dien and seconded by Trustee Moore, 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. 2656 through 2661 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 8, 2016, 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. 2656 in the amount of $20.91 made payable to WORLD HERALD MEDIA GROUP, per Customer No. 154004, Order No. 0001629260-01 and 0001631980-01, attached.
> >
> > WARRANT NO. 2657 in the amount of $200.40 made payable to O.P.P.D., per Account No. 0622093108, attached.
> >
> > WARRANT NO. 2658 in the amount of $1,241.12 made payable to PAPILLION SANITATION, per Invoice No. 3718203, attached.
> >
> > WARRANT NO. 2659 in the amount of $100.23 made payable to SIGNATURE ADVERTISING &

DISPLAY, INC., per Invoice No. 9489, attached.

WARRANT NO. 2660 in the amount of $746.86 made payable to THOMPSON, DREESSEN & DORNER, INC., per Project No. 1591-900, Invoice No. 98477, Project No. 1591-102, Invoice No. 98966, and Project No. 1591-900, Invoice No. 98967, attached.

WARRANT NO. 2661 in the amount of $2,145.00 made payable to RONALD W. HUNTER, per Statement dated 05/07/13, 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. 1233 through Check No. 1240 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. 1233 in the amount of $57.00 made payable to BLACK HILLS ENERGY, per Account No. 3497 3578 91, attached.

CHECK NO. 1234 in the amount of $166.23 made payable to O.P.P.D., per Account No. 2953028855, attached.

CHECK NO. 1235 in the amount of $60.19 made payable to O.P.P.D., per Account No. 5958727663, attached.

CHECK NO. 1236 in the amount of $48.70 made payable to O.P.P.D., per Account No. 6474900369, attached.

CHECK NO. 1237 in the amount of $824.08 made payable to PROVIDENCE GROUP, INC., per Invoice No. 130036, attached.

CHECK NO. 1238 in the amount of $2,950.76 made payable to FIELD R & D, per Invoice No.

130040, attached.

CHECK NO. 1239 in the amount of $2,000.00 made payable to BELLE WEISPFENNING, per Bookkeeping January-April, 2013, attached.

CHECK NO. 1240 in the amount of $733.00 made payable to NEBRASKA DEPARTMENT OF REVENUE, per 1st quarter sales and use tax, 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 benefitted 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 Naumann, Moore, Dein, and Harrow; voting "nay" thereon were the following: none. 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

ABSENT
TIMOTHY GOODMAN, Clerk

STEVEN MOORE, Trustee

MORRIE NAUMANN, Trustee

TOM DEIN, Trustee

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 2:00 p.m., on Wednesday, May 8, 2013, at 17136 Fairway Drive, Omaha, Nebraska.

DATED this 8th day of May, 2013.

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 8th day of May, 2013.

Chairman

Clerk

AFFIDAVIT OF PUBLICATION

STATE OF NEBRASKA }
} **SS.**
County of Sarpy }

Being duly sworn, upon oath, Shon Barenklau deposes and says that he is the Publisher or Kirk Hoffman 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 1, 2013 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

Today's Date 04-30-2013
Signed in my presence and sworn to before me:

Notary Public

GENERAL NOTARY - State of Nebraska
LAURA ESTEP BRONK
My Comm. Exp. Oct. 21, 2013

Printer's Fee $ 10.66
Customer Number: 167774
Order Number: 0001631980

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 2:00 p.m., Wednesday, May 8, 2013, 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
1631980; 5/1

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
Tom Dein, Trustee
Morrie Naumann, Trustee

Held at 2:00 p.m., on Wednesday, May 8, 2013, 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. Discussion regarding possible proposal from developers to allow ranch style villas.

4. Update from Gerry Gutoski.
   (1) update on lift stations
   (2) update on water systems
   (3) late payers
   (4) discussion regarding water regulations

5. Items from Chairman:
   (1) TD2 storm sewer inspection
   (2) TD2 calculation well cost and payback period for switching to MUD
   (3) Discussion regarding Tiburon Ridge Entrance Interlocal
   (4) update regarding park play area mulch
   (5) renew trash contract at reduced price
   (6) discussion regarding possible sewer connection of Tiburon Ridge
   (7) update regarding Tiburon Estates landscaping

6. Discussion regarding property owner questions or concerns.

7. The following are reporting items for the Trustees' information and required no action: Service Fee Fund Statements and General ledger balances from Sarpy County Treasurer for April, 2013.

8. Pay the following bills (statements and/or invoices attached):

A.	World Herald Media Group		
	Customer No. 154004,		
	Order No. 0001629260-01	10.25	
	Order No. 0001631980-01	10.66	20.91

B.	O.P.P.D. Account No. 0622093108			200.40
C.	Papillion Sanitation Invoice No. 3718203			1,241.12
D.	Signature Advertising & Display, Inc. Invoice No. 9489			100.23
E.	Thompson, Dreessen & Dorner, Inc. Project No. 1591-900, Invoice No. 98477 Project No. 1591-102, Invoice No. 98966 Project No. 1591-900, Invoice No. 98967	 25.00 621.86 100.00		746.86
F.	Ronald W. Hunter Statement dated 05/07/13			2,145.00
G.	Black Hills Energy Account No. 3497 3578 91		**	57.00
H.	O.P.P.D. Account No. 2953028855		**	166.23
I.	O.P.P.D. Account No. 5958727663		**	60.19
J.	O.P.P.D. Account No. 6474900369		**	48.70
K.	Providence Group, Inc. Invoice No. 130036		**	824.08
L.	Field R & D Invoice No. 130040		**	2,950.76
M.	Belle Weispfenning Bookkeeping January-April, 2013		**	2,000.00
N.	Nebraska Department of Revenue Sales and Use Tax		**	733.00

Total General Fund	**$4,454.52**
Total Service Fee Fund	**6,839.96**
Total bills paid	**$11,294.48**

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

9. Adjourned.

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

TIBURON WATER CONSERVATION
Rules and Regulations

The Tiburon Boards of Trustees provide the following long-term strategies and emergency restrictions to preserve our area's water well resources.

Mandatory Outdoor Watering Schedule:
Beginning May 1st of every year through Labor Day.

- Odd-numbered addresses may water on odd-numbered days (starting May 1st).
- Even-numbered addresses may water on even-numbered days (starting May 2nd).

The long-term strategy is to eradicate everyday watering to a more conservative every other day schedule. New lawn watering and hand watering are allowable exceptions to this rule. Also, it is recommended that automatic sprinklers be set to water on their scheduled days: 12 Midnight – 10 am or 4 pm to 12 Midnight.

EMERGENCY WATER RESTRICTIONS:
If the Tiburon water well system reaches critical service levels, then

- A complete outdoor water use ban will be in effect. This includes all refilling of outdoor fountains, waterfalls and swimming pools.
- Emergency notification is by means of email and by placement of RED Emergency Water Restriction signage at every street entryway into the subdivision.

The Tiburon Board of Trustees may enforce these rules and regulations through adopted ordinances that would include water shutoffs.

TIBURON WATER SUPPLY RESTRICTION ORDINANCE

Be it ordained by the Nebraska Sarpy County Sanitary and Improvement District 158, Tiburon.

Section 1. Purpose. To provide for the declaration of a water supply restriction and the implementation of mandatory water conservation measures along with the prescribing of associated rules, regulations and penalties.

Section 2. Definitions.

A.) "Water" shall mean any water that is introduced into the Tiburon water system and/or distributed.

B.) "User" shall mean any person or entity, private, public and/or commercial using water for any purpose from the Tiburon's water distribution system.

Section 3. Mandatory Conservation Measures. This ordinance authorizes the Chairman of the Tiburon Board of Trustees to implement mandatory conservation measures, including, but not limited to, the following:

A.) Suspension of new connections to the Tiburon Water distribution system.

B.) Restrictions on the uses of water, wholly or in part.

C.) Restrictions on any sale of water.

D.) Imposition of water rationing including, but not limited to, irrigation restrictions through rules and regulations.

E.) Complete or partial bans on the use of water; and

F.) ...any combination of the foregoing measures.

Section 4. Emergency Water Rates. Upon a declaration of a water supply emergency by the Tiburon Board of Trustees, the Chairman shall have the authority to adopt emergency water consumption rates for conservation purposes.

Section 5. Rules and Regulations. The Chairman is authorized to promulgate regulations as may be necessary to carry out the provisions of this ordinance, water supply emergency resolution, or emergency water rates. Such regulations shall be subject to approval of the Tiburon Board of Trustees.

Section 6. Violations, Disconnections and Penalties.

A.) If any violation of water use restrictions imposed pursuant to Sections 3 or 5 of this ordinance occurs, the following steps shall be taken:

1.) A written notice of the violation shall be affixed to the violating property and the responsible violating person shall be provided with this notice. Said notice will describe the violation and order that it be corrected in a time frame that is reasonable commensurate with the circumstances. If the order is not complied with, the District may terminate the user's water service subject to the following procedures:

a.) The user will be given actual notice or by mail that water service will be disconnected. An appeal may be requested within a

reasonable time frame, and the violator will be given the full opportunity to be heard before any disconnection of water service; and

b.) The Tiburon Board of Trustees or their designated hearing officer shall make findings and rule on the water service continuation or termination by disconnect.

2.) A fee of $100 shall be paid for the reconnection of any terminated water service. And, in the event of subsequent violations, the reconnection fee shall increase by $100 for each and every additional reconnection.

Section 7. Emergency Water Supply Termination. Nothing in this ordinance shall limit the ability of a properly authorized official from terminating the water supply to any or all users upon determination that an emergency exists that requires termination of water service to protect public health and safety.

Section 8. This ordinance shall become effective upon its publication in the Tiburon are newspapers and/or newsletters.

Adopted and approved by the SID158 Tiburon Board of Trustees this _____day

of _____, 2013.

_____

Chairman

_____

Clerk

Notes: Water System and Property Owners Concerns

Water and Sewer Issues:

1. Gerry's update on water system.
2. Lift station activities.
3. Water system billing. Any late payers.

New Items:

1. Update on potential 23 new Villas. Hagwood and Waddington.
2. Bond council to review the MUD proposal.
3. TD2 storm sewer inspection.
4. Trustee items.

Carryover Items:

1. TD2 to calculate well cost and payback period for going to MUD.
2. Entrance Interlocal at 174 St. TD2 reviewing.
3. Update on mulch for park play area.
4. Drought water rules. SID 158 input needed.
5. Trash contract?? Kristi to ask for same price as 158 contract??
6. Any response to the letter sent to Birchwood on their intent concerning landscape maintenance at Tiburon Estates?
7. Need to observe tree in Tiburon Estates by manhole cover. Will contact Campbell when spring breaks.
8. New house going in on lot # 66. Will need resident info.
9. Stop sign down at 173rd and Oakmont.

Completed Items from the March 20 Meeting:

Notes: Water System and Property Owners Concerns

1. Kyle Johnson family is the new resident on 17113 Fairway Circle. Phone: 402-968-6682, kjohnson@fundrasingu.net , wife Sara.
2. Sewer fee recalculation was completed and new data provided to the water engineer.

engineering
& surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Road
Omaha, NE 68154
402 330-8860

April 22, 2013

Chairman and Board of Trustees
Sanitary and Improvement District No.192
of Sarpy County Nebraska
c/o Ron W. Hunter, Attorney
11605 Arbor Street
Omaha, NE 68144

RE: Ballena/Tiburon Estates Storm Sewer Inspection
TD2 File No. 1591-102.12

An inspection of the storm sewer system throughout the District was performed on February 18, 2013, as requested by Mark Wayne, Sarpy County Administrator.

A total of 29 curb inlets, 7 storm sewer manholes, 2 area inlets, and 8 flared end sections were inspected.

Bellena/Tiburon South:

1.	Deficiency:	Debris on the inside and eroded around the perimeter of Manhole #2 (Picture #1).
	Location:	310 foot west of 168th Street on the south side of Oakmont Drive
	Recommendation:	Remove debris from inside of structure; fill in eroded area and seed.
2.	Deficiency	The ring and cover is not centered and riser pipe are not grouted at Manhole #4 (Picture #2).
	Location:	On the south side of Oakmont Drive 400 feet west of 168th Street.
	Recommendation:	Reset the manhole ring and cover and grout the riser pipe.
3.	Deficiency:	Pipe entering in the curb inlet box are not grouted at Curb Inlet #11 (Picture #3).
	Location:	25 feet north of Oakmont Drive on the east side of Fairway Drive.
	Recommendation:	Grout plastic pipe to prevent infiltration entering into the structure.
4.	Deficiency:	Curb Inlet #16, the top has a chip with exposed rebar. (Picture #6).
	Location:	On the west side of South 172nd Street in front of Lot #71.
	Recommendation:	Remove and replace inlet top.

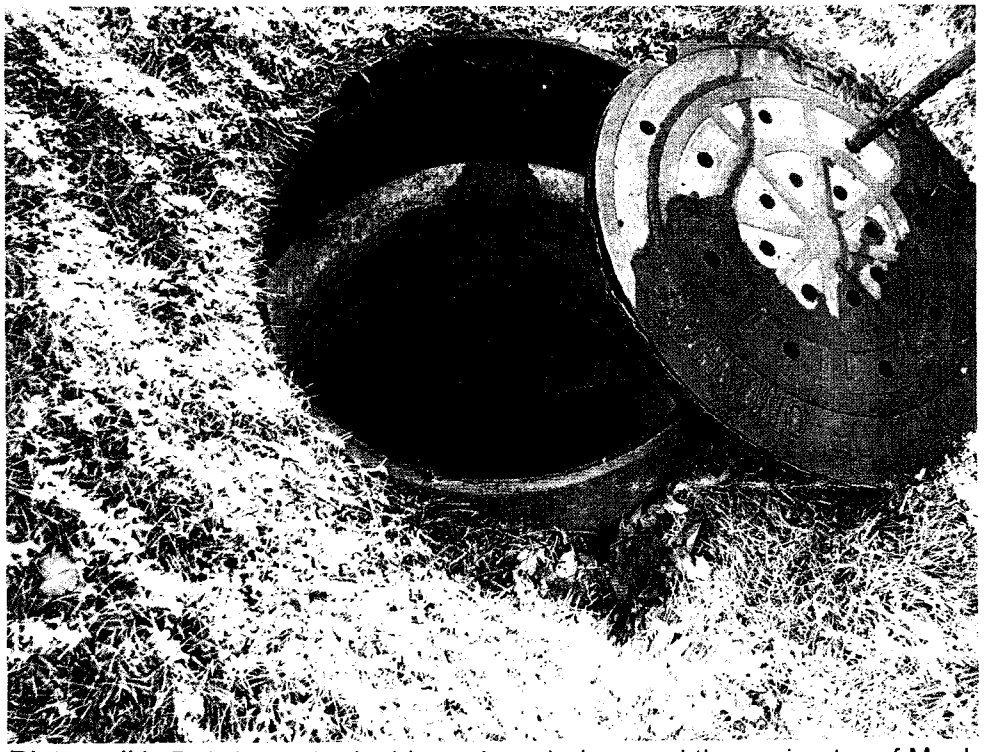
These recommendations are to ensure that the storm sewer system is functioning properly and can be made in conjunction with other projects or at the request of the district. We recommend the above repairs and/or maintenance item be budgeted for the 2013 fiscal year.

Respectfully submitted,

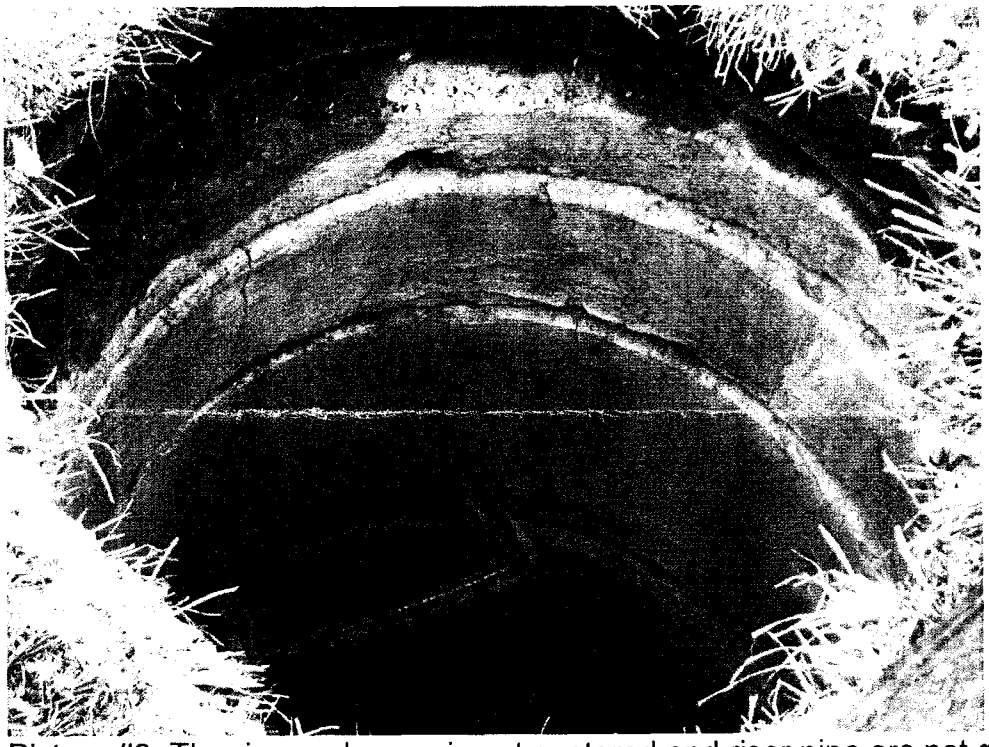
Charles E. Riggs, P.E.
THOMPSON, DREESSEN & DORNER, INC.

CER/bam

Enclosures
cc: Mark Wayne, Sarpy County

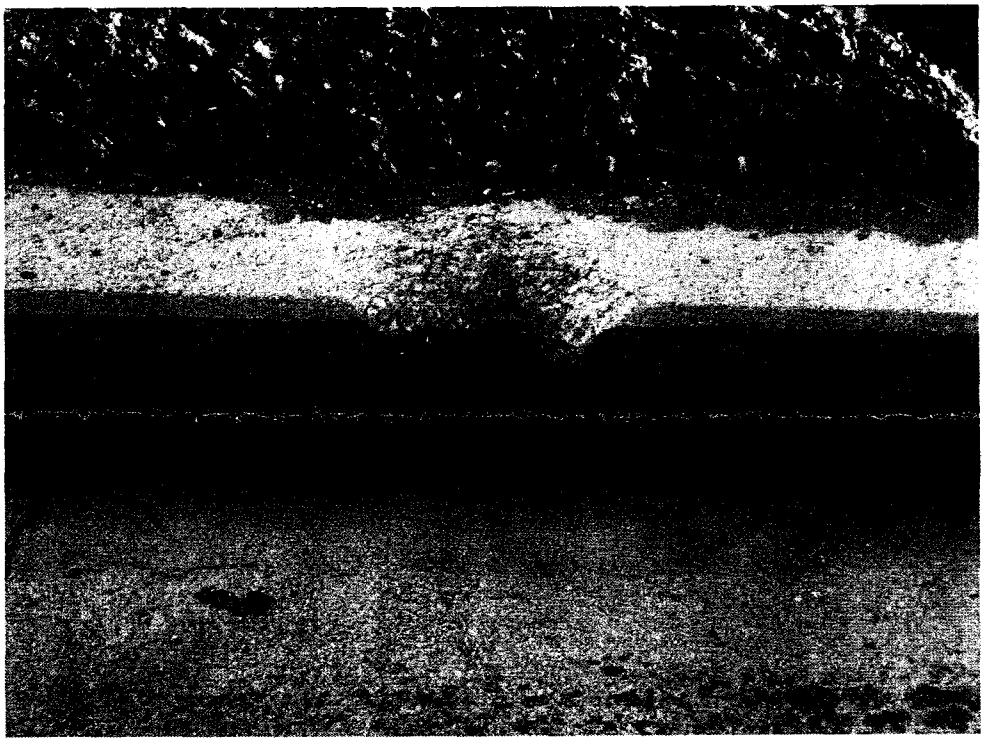


Picture #1: Debris on the inside and eroded around the perimeter of Manhole #2.



Picture #2: The ring and cover is not centered and riser pipe are not grouted at Manhole #4.

Picture #3: Pipe entering in the curb inlet box, are not grouted, at Curb Inlet #11.



Picture #4: Curb Inlet #16, the top has a chip with exposed rebar.

METROPOLITAN
UTILITIES DISTRICT
SERVING THE COMMUNITY • 1913-2013

January 17, 2013

Mr. Dean A. Jaeger
10836 Old Mill Rd
Omaha, NE 68154

Re: Water Estimate for Ballena (Tiburon South)

Dear Mr. Jaeger,

It was a pleasure to talk with you concerning the water request to serve the Ballena subdivision. As discussed, we have estimated the cost to provide District water service to this subdivision. The estimated cost includes pioneering main contributions, main extensions, water meters, and capital facility charges (CFC). A detail schedule of costs is attached.

This estimate is an opinion of probable cost, and based on a 2013 installation. Ballena will be required to pay the estimated project costs prior to the District releasing the main extensions to the contractor. Upon completion of the project, the estimated costs will be adjusted to actual pricing.

We understand that Ballena has 118 residential services with each home served by a Watts PRV and a 5/8" Neptune meter with 3/4" spuds. The apartment complex is served by five - 2" Badger meters. The PRVs and Badger meters meet our minimum specifications. However the Neptune meter's radio frequency system is not compatible with our existing electronic receiver transmitter (ERT). Therefore the District will require the replacement of all Neptune meters. The minimum meter size is normally 3/4", but to minimize impact on existing plumbing, the District will install 5/8" meter with compatible ERT. Capital facilities charges will be based on the normal installation of a 3/4" meter.

The District requires stop box access to operate all distribution valves and homeowner service valves. The service stop box is owned by homeowner, and is located below grade. To meet District policy the homeowner's plumber must locate and raise all service stop boxes to grade elevation. The District will verify stop box location at the time the meter is installed.

The District is not interested in owning the water well and abandonment costs are excluded from this estimate. We have initiated our best effort for estimating the number of meters, type of materials and system flow design and condition. Additional costs may be incurred if we subsequently discover new information. My direct phone number is (402) 504-7209.

Best Regards,

Dave DeBoer

BALLENA SUBDIVISION- SID #192

2013 Annual Fees*	Costs
W-1 CCF (1300 CCF x $1.07 x 7 mn)	$ 9,737.00
W-4 CCF (3600 x $1.8903 x 5 mn)	$34,025.40
Service Charges (5/8" mtr [$11.31/mn])	$16,014.96
WIR charges ($4/mn)	$ 5,664.00
TOTAL for 118 meters	**$ 65,441.36**

** These costs are estimates only based on 2013 water rates and average gallon usage provided by Ballena.*

M.U.D. Water Rates

The average M.U.D. residential customer uses 89,000 gallons of water per year. The cost for 89,000 gallons in 2012 is $307.85 including service fee, $4 infrastructure replacement charge and 2 percent payment to cities. Our customer-owners continue to enjoy among the lowest water rates in the Midwest.

What can you get for $1?

How about a 20-ounce bottle of water or 16-ounce bottle of soda? Or, 328 gallons of M.U.D. water from your tap? Plus, tap water is "green." No plastic container to pollute the environment.

Rate Comparisons for 89,000 gallons		% above M.U.D. rate
Columbus, OH	$629.47	104%
Kansas City, MO	527.42	71%
St. Louis, MO	496.71	61%
Indianapolis, IN	438.74	43%
Council Bluffs, IA	327.76	6%
Denver	310.80	1%
M.U.D.	**307.85***	

* Totals include service charge based on 5/8-inch residential meter. M.U.D.'s total also includes a $4 infrastructure replacement charge and the 2 percent in-lieu-of-tax payment to municipalities.

M.U.D. water meters measure use in ccfs and are shown as billing units on the statement. One ccf = 100 cubic feet of water or 748 gallons.

What you pay for water provides adequate system maintenance, offsets the rising costs of power and chemicals, and assures a safe drinking water supply.

Schedule W-1
RESIDENTIAL WATER SERVICE
Effective January 2, 2013

(Supersedes Schedule W-1 Effective August 2, 2011)

AVAILABILITY

This rate schedule is available to and applies to customers purchasing water for residential purposes, including lawn irrigation, provided that:

1. Customer resides within District boundaries or customer resides outside of District boundaries but also outside of cities and villages served under franchise.

2. Not more than three apartment units or not more than eight sleeping rooms are connected to one meter, unless all units are occupied by one family.

RATE - MONTHLY BILLING

Service Charge:

Meter Size	Monthly Charge
5/8"	$ 11.08
3/4"	16.62
1"	27.70
1 1/2"	55.40
2"	88.64
3"	177.28

Commodity Charge:

	Per 100 Cubic Feet	
	November-May	June-October *
First 900 cubic feet	$1.0486	$1.0486
Next 2,100 cubic feet	1.0486	1.4680
Over 3,000 cubic feet	1.0486	1.8875

* For billing purposes, summer rates will apply to accounts with a charge date of June through October.

Minimum Monthly Bill:

The minimum monthly charge shall be the monthly service charge as indicated above.

(over)

Ballena Finance Options

Option 1 - 25% Down

Project Estimated Cost		$	767,163.00
Downpayment	25%	$	191,790.75
Loan Amount		$	575,372.25
Monthly Payment 4% 10 Yr		$	5,825.00

Ave Consumption	Gal/Month	2,292,956.00
	CCF/Month	3,065.45
Rate Finance	$/CCF	1.90

Option 2 - 50% Down

Project Estimated Cost		$	767,163.00
Downpayment	50%	$	383,581.50
Loan Amount		$	383,581.50
Monthly Payment 4% 10 Yr		$	3,884.00

Ave Consumption	Gal/Month	2,292,956.00
	CCF/Month	3,065.45
Rate Finance	$/CCF	1.27

All rate financing options require the apporval of Senior Management

SID 192 Sarpy Co
WATER RATE COMPARISON
SID 192 Water Rate vs MUD Rate
(Based On 2012 Year Bulk Water Purchaed from SID 158, Well No. 3 Production and Metered Water Useage)

Based Upon 120 Meters (All assumed Residential)

Year		Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Total Year
2012	Well 3	0	0	873	2448	3657	4846	6813	4169	2311	2126	1910	0	
2012	SID 158	1127	1021	390	126	154	450	1668	1965	2737	726	51	1180	
SID 192 Billing (Bulk Only)		$ 3,211.95	$ 2,909.85	$ 1,111.50	$ 359.10	$ 438.90	$ 1,282.50	$ 4,753.80	$ 5,600.25	$ 7,800.45	$ 2,069.10	$ 145.35	$ 3,363.00	
Fixed Charge		$ 10.25	$ 10.25	$ 10.25	$ 10.25	$ 10.25	$ 10.25	$ 10.25	$ 10.25	$ 10.25	$ 10.25	$ 10.25	$ 10.25	
SID 192 Billing		$ 3,222.20	$ 2,920.10	$ 1,121.75	$ 369.35	$ 449.15	$ 1,292.75	$ 4,764.05	$ 5,610.50	$ 7,810.70	$ 2,079.35	$ 155.60	$ 3,373.25	$ 33,168.75
SID 192 Useage		1127	1021	1263	2574	3811	5296	8481	6134	5048	2852	1961	1180	
SID 192 Metered Useage		972.84	1068.14	962.53	1108.75	1990.58	3485.75	5013.27	7921.16	5826.16	4883.37	2703.89	1407.31	
SID 192 Billing (Metered)		$ 2,772.59	$ 3,044.20	$ 2,743.21	$ 3,159.94	$ 5,673.15	$ 9,934.39	$ 14,287.82	$ 22,575.31	$ 16,604.56	$ 13,917.60	$ 7,706.09	$ 4,010.83	$ 106,429.69
MUD - 100 cf		1301	1428	1287	1482	2661	4660	6702	10590	7789	6529	3615	1881	
Commodity Charge		$ 1,363.80	$ 1,497.40	$ 1,349.34	$ 1,554.33	$ 2,790.54	$ 7,159.97	$ 11,014.50	$ 18,352.26	$ 13,065.75	$ 10,686.71	$ 3,790.51	$ 1,972.87	
Service Charge (120 Meters)		$ 1,329.60	$ 1,329.60	$ 1,329.60	$ 1,329.60	$ 1,329.60	$ 1,329.60	$ 1,329.60	$ 1,329.60	$ 1,329.60	$ 1,329.60	$ 1,329.60	$ 1,329.60	
(5/8" Meter $11.08/mo														
MUD Billing		$ 2,693.40	$ 2,827.00	$ 2,678.94	$ 2,883.93	$ 4,120.14	$ 8,489.57	$ 12,344.10	$ 19,681.86	$ 14,395.35	$ 12,016.31	$ 5,120.11	$ 3,302.47	$ 90,553.17

		Bulk vs MUD Ave / Yr / Meter	Bulk vs MUD Ave / Mo / Meter	Useage vs MUD Ave / Yr	Useage vs MUD Ave / Mo
Average Per Meter:	SID 192	$ 276.41	$ 23.03	$ 886.91	$ 73.91
	MUD	$ 754.61	$ 62.88	$ 754.61	$ 62.88

	Metered Water		Bulk Water	
Min. Mo	MUD (Feb)	$ 22.32	SID 192 (Nov)	$ 12.97
Max Mo	MUD (Aug)	$ 164.02	SID 192 (Sep)	$ 65.09

Note: Dollar Amounts shown do not include Sales Tax.

engineering
& surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Road
Omaha, NE 68154
402 330-8860

April 10, 2011

Chairman and Board of Trustees
Sanitary and Improvement District No. 192
of Sarpy County, Nebraska
c/o Mr. Ron W. Hunter, Attorney
11605 Arbor Street, Suite 104
Omaha, NE 68144

RE: 174th Street & Oakmont Drive
Interlocal Cooperation Agreement
TD2 No. 1591-102.11

Board Members:

At your request, I have reviewed the proposed Interlocal Cooperation Agreement between SID 192 and SID 278. One of my concerns when looking at Exhibit A of the agreement is the apparent offset of centerlines of 174th Street at the intersection with Oakmont Drive.

I requested and received copies of the construction drawings prepared by Lamp Rynearson Associates. The drawings (copies attached) show a future second pair of drive lanes with a median between Oakmont Drive and Highway 370. I visited with Scott Loos of Lamp Rynearson, about the projected timing of the construction of the additional lanes. The development of Tiburon Ridge is planned in 5 phases, with the first 3 phases being single family residential, Phase 4 being multi-family residential, and Phase 5 being commercial. Phases 4 and 5 are located along 180th Street and Highway 370.

The construction of the additional lanes accessing Highway 370 will not be warranted until Development Phase 4 or Phase 5 is eminent. If the development progresses as planned, the construction of the additional lanes will most likely be accomplished in 5 years. It is my understanding that the Nebraska Department of Roads has agreed to this plan.

It is my opinion that the intersection (as designed) will function adequately in the interim and future. Trucks such as moving vans will be able to negotiate a right turn from 174th Street to Oakmont Drive. Left turn from Oakmont Drive to 174th Street should not be a concern.

I recommend that you request that Exhibit A to the Interlocal Cooperative Agreement be revised to show the future lanes, such that anyone reviewing the document will understand its' overall intent.

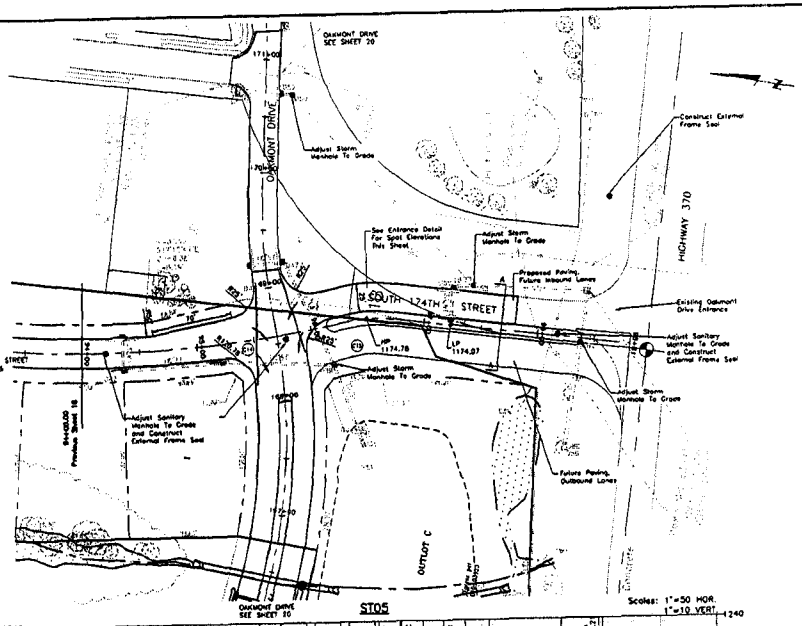
If there are any questions, please give me a call.

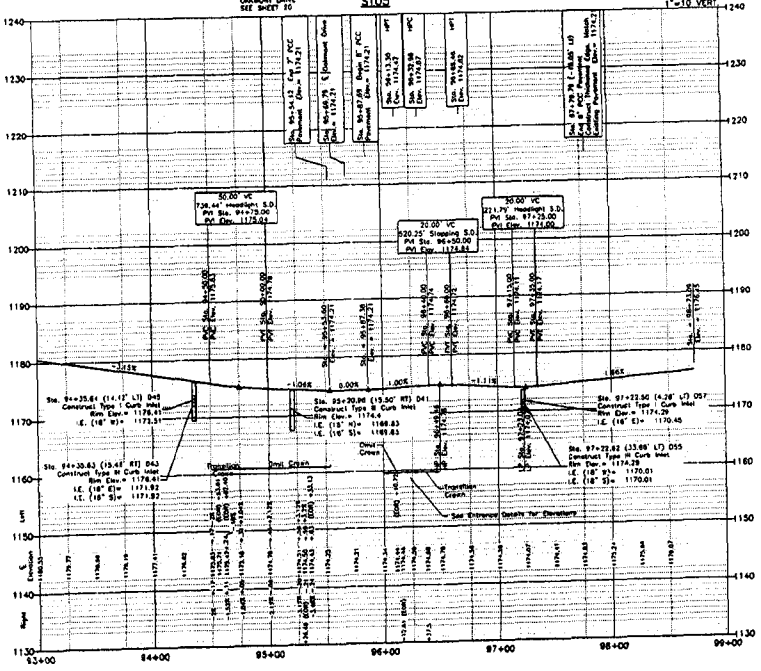
Respectfully submitted,

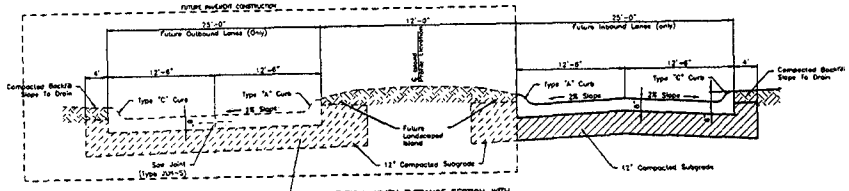
Dean A. Jaeger, P.E.
THOMPSON, DREESSEN & DORNER, INC.

DAJ/bam
Attachment

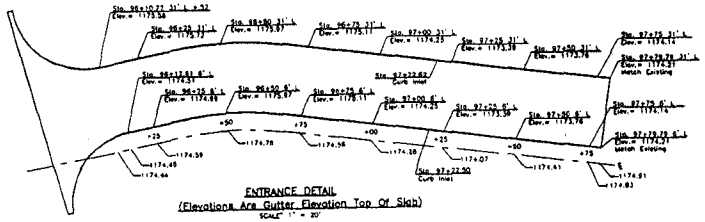
Centerline Curve Table					
Curve #	Radius	Arc Length	Chord Length	Chord Bearing	Delta Angle
C14	1000.00	66.87	66.86	S13°38'20"E	003°49'53"
C15	1000.00	124.83	124.75	S08°06'50"E	007°09'08"



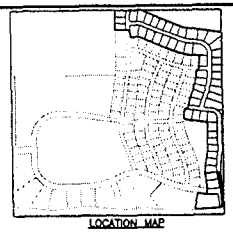




TYPICAL 174TH ENTRANCE SECTION-WITH FUTURE MEDIAN AND OUTBOUND LANES
SECTION A-A
No Scale



ENTRANCE DETAIL
(Elevations Are Gutter Elevation Top Of Slab)
SCALE: 1" = 20'



LOCATION MAP

Diggers Hotline of Nebraska
Dial 811 or 1-800-331-5666 (Statewide)
Provide the Location Request Number for YOUR Date Provided

NOTE:
UNDERGROUND UTILITY LOCATIONS SHOWN ARE FROM INFORMATION PROVIDED TO US FROM UTILITY COMPANIES. UTILITY COMPANIES MAKE NO WARRANTIES OR GUARANTEES REGARDING THE ACCURACY OF THE INFORMATION CONTAINED IN THEIR DOCUMENTS AND PROVIDED IT ONLY AS GENERAL INFORMATION TO THE RECEIVER. FOR SPECIFIC LOCATIONS, DURING CONSTRUCTION CALL DIGGERS HOTLINE 402 344-7566 (METRO AREA) 1-800-331-5666 (STATEWIDE) PRIOR TO DIGGING.

drawn by DKS	References:
designed by PCH	
reviewed by JBL	
Contract 0701151703.006	
revisions	

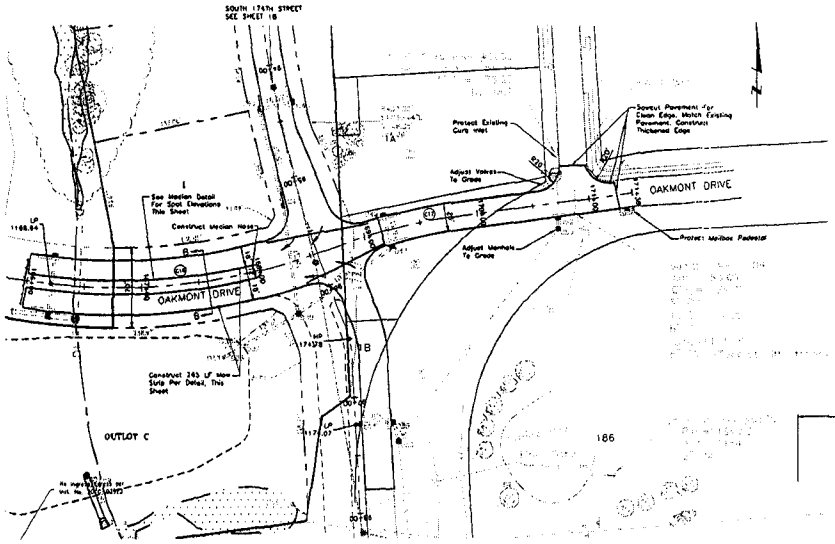
This document was originally issued and sealed by PATRICK C. HULVEY E-13061 on 02/11/2013
This media should not be considered a certified document.

LAMP RYNEARSON & ASSOCIATES
14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154-2027
402.496.2498 | P
402.496.2730 | F
www.LRA-Inc.com

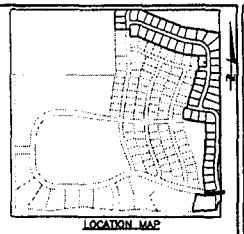
SANITARY AND IMPROVEMENT DISTRICT NO. 278 SARPY COUNTY, NE
SANITARY SEWER, OUTFALL SEWER, STORM SEWER AND PAVING, SECTION I

PAVING PLAN AND PROFILE
SOUTH 174TH STREET

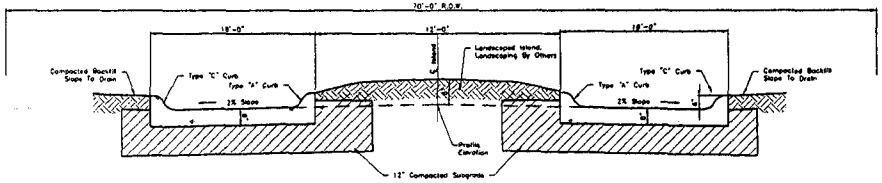
job number-tasks
07018.11-30/33/40/50
book page
date 02/11/2013
sheet 19 of 20



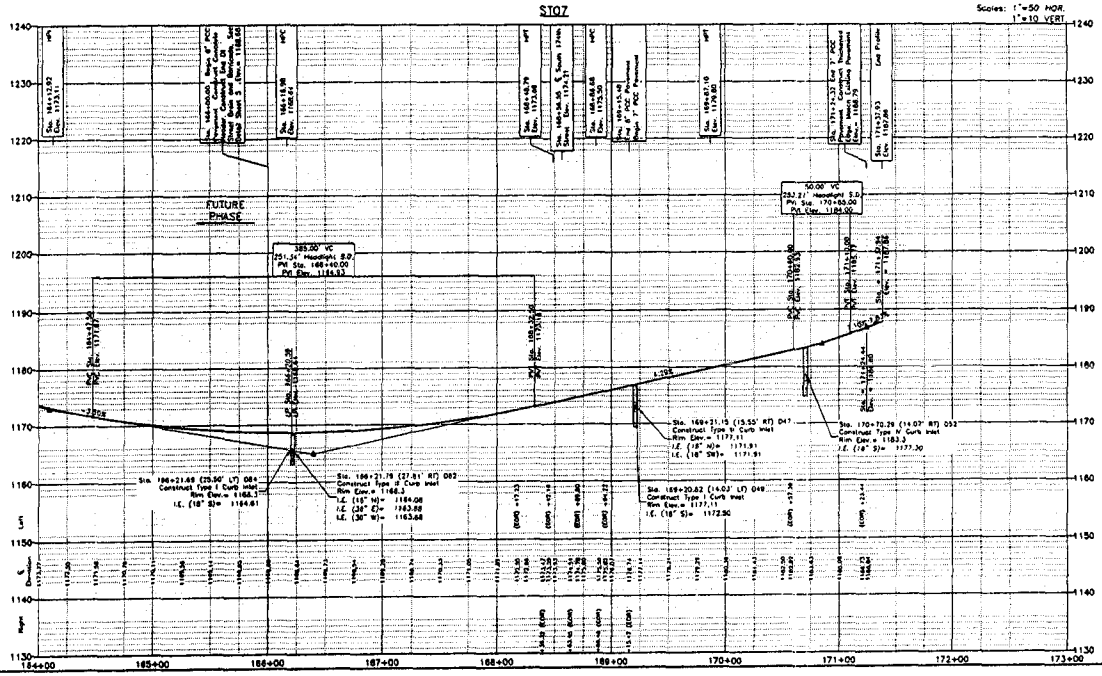
Centerline Curve Table					
Curve #	Radius	Arc Length	Chord Length	Chord Bearing	Delta Angle
C16	500.00	118.78	118.50	N85°01'54"E	013°36'38"
C17	500.00	100.43	100.28	N78°48'31.57"E	011°30'29"

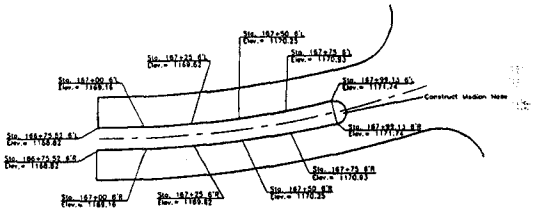


LOCATION MAP



TYPICAL OAKMONT DRIVE SECTION-WITH MOW STRIPS (SECTION B-B)
No Scale





MEDIAN DETAIL
SCALE: 1" = 30'

Diggers Hotline of Nebraska
Retain the Location Request Number for YOUR Own Protection!

NOTE:
UNDERGROUND UTILITY LOCATIONS SHOWN ARE FROM INFORMATION PROVIDED TO US FROM UTILITY COMPANIES. UTILITY COMPANIES MAKE NO WARRANTIES OR GUARANTEES REGARDING THE ACCURACY OF THE INFORMATION CONTAINED IN THEIR DOCUMENTS AND PROVIDE IT ONLY AS GENERAL INFORMATION TO THE RECEIVER. FOR SPECIFIC LOCATIONS DURING CONSTRUCTION CALL "DIGGERS HOTLINE" NE 1-800-331-5666 (METRO Omaha) 1-800-331-5666 (STATEWIDE) PRIOR TO DIGGING.

LAMP RYNEARSON & ASSOCIATES
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Omaha, Nebraska 68154-2027
402.496.2498 | P
402.496.2730 | F
www.LRA-Inc.com

designed by DCS
drawn by DCS
reviewed by DSL
revisions

This document was originally issued and sealed by Patrick D. Miller on 02/11/2013. This media should not be considered a certified document.

SANITARY AND IMPROVEMENT DISTRICT NO. 279 SARPY COUNTY, NE
SANITARY SEWER, OUTFALL SEWER, STORM SEWER AND PAVING, SECTION I

PAVING PLAN AND PROFILE
OAKMONT DRIVE

job number 70181.11-30/33/40/50
date 02/11/2013
book page
sheet 20 of 20

DRAFT #1

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2013, by and between SANITARY AND IMPROVEMENT DISTRICT NO. 192 OF SARPY COUNTY, NEBRASKA ("SID 192") and SANITARY AND IMPROVEMENT DISTRICT NO. 278 OF SARPY COUNTY, NEBRASKA ("SID 278").

PRELIMINARY STATEMENT

WHEREAS, SID 278 is in the process of installing the necessary infrastructure to serve the Tiburon Ridge subdivision; and

WHEREAS, part of the infrastructure required by SID 278 is to construct a reconfiguration of the shared connection to Highway 370 from SID 278 and from SID 192; and

WHEREAS, attached hereto as Exhibit "A" is a drawing of such reconfiguration showing the existing pavement to be removed and proposed pavement to be installed, portions of which are in both SIDs; and

WHEREAS, such reconfiguration is acceptable to both SIDs.

NOW, THEREFORE, SID 278 and SID 192 agree 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 278 to perform all work necessary to accomplish the pavement work as shown in Exhibit "A".

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. Payment of Costs. SID 278 will cause the pavement removal and the pavement to be installed as shown on Exhibit "A" at its sole cost and expense.

5. Sarpy County Standards. All new pavement work will be done in accordance with the standards established and approved by Sarpy County.

6. Warranty. All work performed pursuant to this Interlocal Agreement shall be warranted by SID 278's contractor for a period of two (2) years after completion of same. Thereafter, each SID will maintain the "new" pavement within its own boundaries.

7. 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.

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

9. 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.

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

11. 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.

12. 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. 192 OF SARPY COUNTY, NEBRASKA

_____
Clerk Date

By_____
Chairman Date

ATTEST:

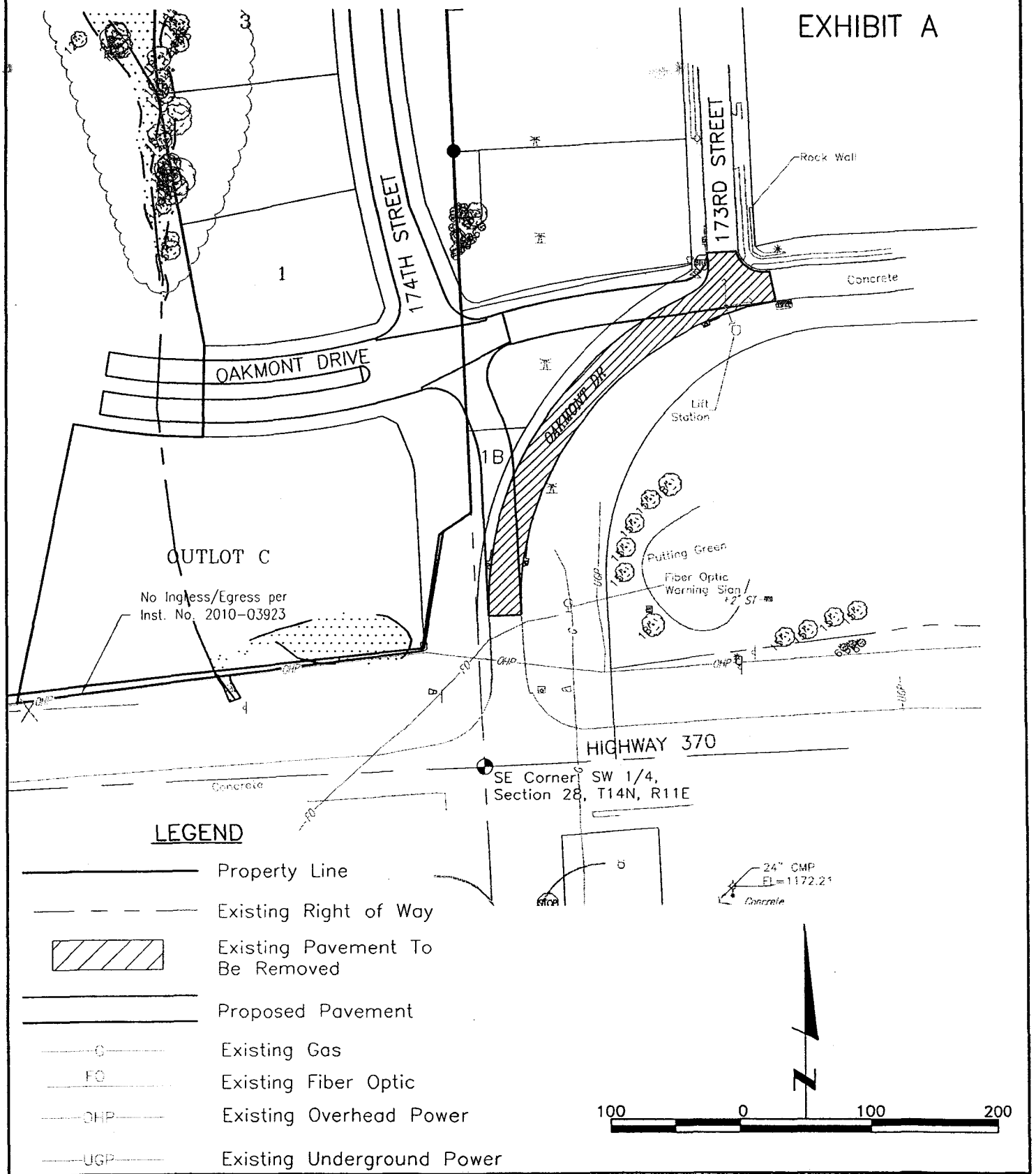
SANITARY AND IMPROVEMENT DISTRICT NO. 278 OF SARPY COUNTY, NEBRASKA

_____
Clerk Date

By_____
Chairman Date

00506767.DOC

EXHIBIT A



LAMP RYNEARSON & ASSOCIATES

14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154-2027
www.LRA-Inc.com

402.496.2498 | P
402.496.2730 | F

drawn by	designed by	reviewed by	project - task number	date	book and page	revisions
PCH	PCH	SRL	0107018.11-050	02-27-2013		

path\filename L:\Engineering\07018\DRAWINGS\EXHIBITS\174th and Oakmont Paving Exhibit.dwg

Memorandum For Conference Between
Jim Omstead, Larry Hagewood, and
Ronald W. Hunter on
September 12, 2003

1. At a meeting on September 5, 2003, which Ronald W. Hunter did not attend, the Pebblebrooke SID apparently offered to pay SID 176 and SID 192 on the same basis as SID 176 and SID 192 paid for the lift station and forced main (herein "Forced Main").

2. Attached hereto as Exhibit "A" is a calculation of the cost of the Forced Main by Seim, Johnson, Sestak and Quist, CPAs. The total cost of the Forced Main was $300,701.19. SID 192's share of the $300,701.19 was $198,227.60 plus interest to August 5, 2000 of $42,056.84, or a total of $240,284.44. This amount was paid by SID 192 to SID 176 on August 10, 2000.

3. Attached hereto as Exhibit "B" is a chart prepared by Seim, Johnson, Sestak and Quist which shows how SID 192's share of the cost of the Forced Main of 65.922% was calculated.

4. It will be noted in Exhibit "B" that SID 192's equivalent population of 3.88 acres of commercial was 15 persons per acre or a total of 58.2 and the 60 apartments had an equivalent population of two persons per unit or a total of 120. After the payment of $240,284.44, the 3.88 acres of commercial was rezoned for 60 apartments for an additional equivalent population of 120. As a result, SID 192 owed for an additional equivalent population as shown on Exhibit "C", a calculation by Seim, Johnson, Sestak and Quist, which showed the conversion of the 3.88 acres of commercial into an additional 60 apartments. As a result, SID 192's share of the Forced Main was increased to 67.641%, resulting in an additional amount owing by SID 192 to SID 176 of $7,044.92. Attached as Exhibit "D" is a calculation by Seim, Johnson, Sestak and Quist of the new percentage share of SID 192.

5. Since the Pebblebrooke SID has asked to be admitted to the Forced Main on the same basis as SID 176 and SID 192, I have calculated the equivalent population of its 400 single family lots and five acres of commercial in a revised Exhibit "D", said revised Exhibit "D" being attached hereto as Exhibit "E".

6. As shown in Exhibit "E", the share of the Pebblebrooke SID is 52.52%. Multiplying 52.52% times the original cost of the Forced Main of $300,701.19 results in the Pebblebrooke SID's share of the cost being $157,928.27. SID 192 paid interest of $42,056.84 on $198,227.60 to August 5, 2000. The Pebblebrooke's share of the Forced Main is $157,928.27 which is 79.67% of $198,227.60. Multiplying 79.67% times $42,056.84 results in $33,507 (79.67% x $42,056.84) which would be interest owing by the Pebblebrooke SID to August 5, 2000. Three more years of interest would have to be added to the $33,507. Seim, Johnson, Sestak and Quist used an interest rate of 8% per annum which for three years to August 5, 2003 would be additional interest of $37,902 (24% x $157,928.27). Therefore, the interest to be paid by the Pebblebrooke SID would be the following:

Interest per calculation to August 5, 2000	$33,507
Interest from August 5, 2000 to August 5, 2003	37,902
Total interest	$71,409

7. Adding the interest to the Pebblebrooke's share of the Forced Main results in a total cost to the Pebblebrooke SID for the share of the Forced Main as follows:

Share of cost of Forced Main	$157,928.27
Add interest to August 5, 2003	71,409.00
Total cost	$229,337.27

8. This amount of $229,337.27 will be divided between SID 176 and SID 192 as follows:

SID 176 equivalency population	396.5	
SID 192 equivalency population	828.8	
Total	1,225.3	
SID 192 percentage	828.8 / 1,225.3	67.64%
SID 176 percentage		32.36%
SID 192 67.64% x $229,337.27	$155,123.73	
SID 176 32.36% x $229,337.27	74,213.54	
100.00%	$ 229,337.27	

9. The following chart shows (a) the offer for a sewer connection fee by the Pebblebrooke SID to SID 176 and SID 192; (b) the counter offer made by SID 176 and SID 192 to the Pebblebrooke SID on July 17, 2003 which was subsequently withdrawn; and (c) the amount to be paid by the Pebblebrooke SID on the same basis as SID 176 and SID 192 for its share of the Forced Main:

	Total amount	SID 176 share	SID 192 share
(a) Pebblebrooke offer to SID 176 and SID 192	$88,310	$28,577	$59,733
(b) SID 176 and SID 192 offer to Pebblebrooke	$180,000	$58,248	$121,752
(c) Pebblebrooke share on same basis as SID 176 and SID 192	$229,337.27	$74,213.54	$155,123.73

(1) The share of SID 176 and SID 192 was calculated at 32.36% and 67.64% respectively.

(2) When SID 176 and SID 192 received the offer of $88,310 from the Pebblebrooke SID and before SID 192 had made a counter offer, Gretna said SID 192 was attempting to "screw" the Pebblebrooke SID.

SID 176
SANITARY SEWER SECTION II LIFT STATION
COST ALLOCATION AGREEMENT

NUMBER	DATE	REGISTRATION DATE	PAYEE	CATEGORY	AMOUNT	PER CALC	AMOUNT ALLOCATED	ACCRUED THROUGH 12/9/97	TOTAL HARD AND SOFT COSTS
124 TO 130	04/28/96	05/20/96	LAMP, RYNEARSON, & ASSOCIATES	ENGINEERING	27,704.81		27,706.81	3,448.31	31,166.12
64 TO 123	04/28/96	05/20/96	ALL OTHER WARRANTS		294,891.13				
					322,597.94				
				FISCAL AGENT - 5%	0.05				
136 TO 136	04/28/96	05/20/96	SMITH BARNEY	FISCAL AGENT FEE	16,130.44	16,129.90	1,386.39	172.47	1,667.86
138	7/19/96	09/03/96	LAMP, RYNEARSON, & ASSOCIATES	ENGINEERING	3,948.42		3,948.42	396.09	4,348.51
139 TO 144	7/19/96	09/05/96	ALL OTHER WARRANTS		17,698.96				
					21,646.38				
				FISCAL AGENT - 5%	0.05				
145	7/19/96	09/03/96	SMITH BARNEY	FISCAL AGENT FEE	1,082.27	1,082.27	197.42	19.90	217.33
216	8/23/96	09/25/96	LAMP, RYNEARSON & ASSOCIATES	ENGINEERING	3,003.99		3,003.99	289.70	3,293.69
223 TO 226	8/23/96	09/25/96	LAUGHLIN, PETERSON & LANG	LEGAL FEES	10,501.03		10,501.03	1,012.70	11,513.73
146 TO 215	8/23/96	09/25/96	ALL OTHER WARRANTS		364,201.04				
216 TO 222	8/23/96	09/25/96	ALL OTHER WARRANTS		25,978.57				
					393,684.63				
				FISCAL AGENT - 5%	0.05				
227 TO 230	8/23/96	09/25/96	SMITH BARNEY	FISCAL AGENT FEE	19,684.23	19,684.23	675.26	65.12	740.36
313 TO 336	9/20/96	10/18/96	L.G. ROLOFF CONSTRUCTION CO.	CONTRACTOR	118,228.71		118,228.71	10,806.78	129,034.49
340 AND 341	9/20/96	10/18/96	LAMP, RYNEARSON & ASSOCIATES	ENGINEERING	5,578.46		5,578.46	509.85	6,088.31
231 TO 312	9/20/96	10/18/96	ALL OTHER WARRANTS		433,760.09				
337 TO 339	9/20/96	10/18/96	ALL OTHER WARRANTS		34,855.05				
341 TO 346					592,422.30				
				FISCAL AGENT - 5%	0.05				
353 TO 368	9/20/96	10/18/96	SMITH BARNEY	FISCAL AGENT FEE	29,621.12	29,621.12	6,190.36	565.78	6,758.14
376 TO 380	10/29/96	11/12/96	L.G. ROLOFF CONSTRUCTION CO.	CONTRACTOR	25,017.68		25,017.68	2,149.45	27,167.14
439	10/29/96	11/12/96	LAMP, RYNEARSON & ASSOCIATES	ENGINEERING	740.37		740.37	63.61	803.98
360 TO 375	10/29/96	11/12/96	ALL OTHER WARRANTS		97,459.19				
381 TO 441, 446	10/29/96	11/12/96	ALL OTHER WARRANTS		290,311.78				
					413,529.02				
				FISCAL AGENT - 5%	0.05				
447 TO 451	10/29/96	01/03/97	SMITH BARNEY	FISCAL AGENT FEE	20,676.46	20,676.45	1,267.90	101.62	1,369.52
466	1/10/97	02/11/97	LAMP, RYNEARSON & ASSOCIATES	ENGINEERING	601.37		601.37	39.67	641.04
453 TO 470	1/10/97	02/11/97	ALL OTHER WARRANTS		77,443.77				
					78,045.14				
				FISCAL AGENT - 5%	0.05				
472	1/10/97	02/11/97	SMITH BARNEY	FISCAL AGENT FEE	3,902.26	3,902.26	30.07	1.98	32.06
487	4/16/97	04/28/97	LAMP, RYNEARSON & ASSOCIATES	ENGINEERING	656.14		656.14	32.36	688.50
479 TO 489	4/16/97	04/28/97	ALL OTHER WARRANTS		49,736.68				
					50,392.82				
				FISCAL AGENT - 5%	0.05				
491	4/16/97	04/28/97	SMITH BARNEY	FISCAL AGENT FEE	2,519.64	2,519.64	32.81	1.62	34.42
519	5/21/97	06/01/97	LAMP, RYNEARSON & ASSOCIATES	ENGINEERING	219.08		219.08	9.17	228.25
493 TO 519	5/21/97	06/01/97	ALL OTHER WARRANTS		124,814.55				
					125,033.63				
				FISCAL AGENT - 5%	0.05				
520 TO 521	5/21/97	06/01/97	SMITH BARNEY	FISCAL AGENT FEE	6,251.68	6,251.68	10.95	0.46	11.41
531	7/21/97	08/12/97	LAMP, RYNEARSON & ASSOCIATES	ENGINEERING	838.99		838.99	21.91	861.90
525 TO 530	7/21/97	08/12/97	ALL OTHER WARRANTS		34,410.42				
532 TO 533	7/21/97	08/12/97	ALL OTHER WARRANTS		355.00				
					35,604.41				
				FISCAL AGENT - 5%	0.05				
534	7/21/97	08/12/97	SMITH BARNEY	FISCAL AGENT FEE	1,780.00	1,780.27	41.99	0.00	41.99
576	10/6/97	11/10/97	LAMP, RYNEARSON & ASSOCIATES	ENGINEERING	1,714.86		1,714.86	10.90	1,725.76
572 TO 580	10/6/97	11/10/97	ALL OTHER WARRANTS		25,654.38				
					27,369.24				
				FISCAL AGENT - 5%	0.05				
581	10/6/97	11/10/97	SMITH BARNEY	FISCAL AGENT FEE	1,368.47	1,368.46	85.74	0.54	86.29
594	12/1/97	12/19/97	LAMP, RYNEARSON & ASSOCIATES	ENGINEERING	1,911.47		1,911.47	0.00	1,911.47
593 TO 596	12/1/97	12/19/97	ALL OTHER WARRANTS		14,412.69				
					16,324.06				
				FISCAL AGENT - 5%	0.05				
597	12/1/97	12/19/97	SMITH BARNEY	FISCAL AGENT FEE	816.20	816.20	95.57	0.00	95.57
602 TO 616	1/6/98	01/23/98	L.G. ROLOFF CONSTRUCTION CO.	CONTRACTOR	66,774.15		66,774.15	0.00	66,774.15
616 TO 617	1/6/98	01/23/98	ALL OTHER WARRANTS		3,714.17				
					70,488.32				
				FISCAL AGENT - 5%	0.05				
618	1/6/98	01/23/98	SMITH BARNEY	FISCAL AGENT FEE	3,524.41	3,524.42	3,338.70	0.00	3,338.70
628	3/6/98	03/23/98	LAMP, RYNEARSON & ASSOCIATES	ENGINEERING	164.50		164.50	0.00	164.50
629	3/6/98	03/23/98	ALL OTHER WARRANTS		2,543.74				
					2,708.24				
				FISCAL AGENT - 5%	0.05				
	3/6/98	03/23/98	SMITH BARNEY	FISCAL AGENT FEE	0.00	135.41	0.00	0.00	0.00
				TOTALS			$280,978.16	$19,723.02	$300,701.18

COST ALLOCATION FORMULA

	FRACTION	COST TO SID 192
EQUIVALENT POPULATION SID #192	767.00	$198,227.60
TOTAL EQUIVALENT POPULATION	1,163.50	
PLUS: INTEREST AT 8% FROM DECEMBER 9, 1997 TO AUGUST 3, 2000 PER PART C, 3.B. OF WASTE WATER DISCHARGE AND TREATMENT AGREEMENT		42,056.84
TOTAL CHARGES TO SID 192 FOR SEWER LIFT STATION		$240,284.44

NOTES
(1) LEGAL FEES ARE BASED ON 5% OF CONSTRUCTION COSTS
(2) FISCAL AGENTS FEES ARE BASED ON 5% OF ALL CONSTRUCTION COSTS INCURRED EXCLUSIVE OF FISCAL AGENT FEES

EXHIBIT "A"

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			396.5

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			767.0

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

EXHIBIT "B"

LAW OFFICES
CROKER, HUCK, KASHER,
DeWITT, ANDERSON & GONDERINGER, L.L.C.

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JAMES F. KASHER
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FOUNDER

*ALSO ADMITTED IN MINNESOTA
•ALSO ADMITTED IN IOWA
^ALSO ADMITTED IN TEXAS
•ALSO ADMITTED IN ILLINOIS

March 8, 2013

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Omaha, NE 68114-3728
Attorney for Sarpy SID 240

Re: Connection of SID 278 Sewer System to SID 240
Our File: 488-003

Gentlemen,

I have contacted each of you regarding the need to enter into an amendment to the Interlocal Agreement between your three SIDs dated June 2, 2005 (copy enclosed). The purpose of the amendment is to allow a portion of SID 278 (106 single family lots and 3.3 acres of commercial/ office lots in the new Tiburon Ridge subdivision) to connect its outfall sanitary sewer to the sanitary sewer system of SID 240. This amendment is necessary because the June 2, 2005 Interlocal Agreement requires your approval of such a connection. We are assured by our engineers, Lamp Rynearson, that there is adequate capacity in your sewer systems to accommodate this connection.

Would you please review the enclosed "Amendment to Interlocal Cooperation Agreement" which I have drafted to accomplish the required approval of your SIDs for this connection. I would appreciate any comments you may have at your earliest convenience so we can proceed to have the SID Boards' approvals in the next 4-6 weeks if possible.

Please contact me after reviewing the proposed Amendment. Thanks very much for your attention to this.

Very truly yours,

Robert J. Huck

RJH/srs
Enclosure
cc: Lamp Rynearson, Attn: Terry Atkins

P.S. – The percentages of maintenance costs were determined by Lamp Rynearson which divided SID 240's original 57.1% share between SID 240 (34.8%) and SID 278 (22.3%).

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AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT

This Amendment is made and entered into this _____ day of _____, 2013, 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"), SANITARY AND IMPROVEMENT DISTRICT NO. 240 OF SARPY COUNTY, NEBRASKA ("SID 240"), and SANITARY AND IMPROVEMENT DISTRICT NO. 278 OF SARPY COUNTY, NEBRASKA ("SID 278").

PRELIMINARY STATEMENT

WHEREAS, pursuant to an Interlocal Cooperation Agreement between SID 192, SID 176, and SID 240 dated June 2, 2005, SID 240 was granted the right to connect to a sanitary sewer force main constructed by SID 176; and

WHEREAS, SID 278, which constitutes the subdivision of Tiburon Ridge, desires to connect into a lift station and sewer system owned by SID 240; and

WHEREAS, said Interlocal Agreement provides that SID 192 and SID 176 must approve the connection of any area outside the boundaries of SID 240 to connect into the sewer system of SID 240.

NOW, THEREFORE, in consideration of the covenants herein set forth, SID 176, SID 192, SID 240, and SID 278 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 278 to connect into the sanitary sewer of SID 240 which will in turn discharge sewage from the Tiburon Ridge 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. Connection. SID 176 and SID 192, hereby grant to SID 278 the license and right to connect its sanitary sewer system to the sewer system of SID 240, and to transmit such sanitary sewage from and within the Tiburon Ridge Area which is within the boundaries of SID 278 through an outfall sewer 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 278 to connect into the SID 240 sewer system and discharge its sewage from the Tiburon Ridge Area through a Force Main, subject to SID 278 obtaining connection and sewage transmission and treatment rights from other applicable Districts, the City of Gretna and City of Omaha. SID 278 hereby acknowledges that this

Agreement only gives it the right to discharge sewage from the 106 single family lots and 3.3 acres of commercial/offices lots within the Tiburon Ridge Area through the SID 240 sewer system, and that SID 278 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 278 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 SID 240 sewer system.

SID 278 covenants and agrees that it will not permit any area outside of the boundaries of SID 278 to connect into its sewer system without first obtaining the prior written approval of SID 192, SID 240 and SID 176. SID 278 further agrees that it will not increase the number of lots within its boundaries above 106 single family lots and 3.3 acres of commercial/office lots which utilize its outfall sewage line which connects with the SID 240 sewer system without first obtaining the written approval of SID 176, SID 192 and SID 240.

5. Maintenance, Repair and Reconstruction. SID 176 shall remain solely responsible for the 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 four (4) parties with SID 176 to pay 13.9% of such cost, SID 192 to pay 29.0% of such cost, SID 240 to pay 34.8% of such cost and SID 278 to pay 22.3% 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, SID 240 and SID 278. In the event that SID 278 disconnects its connection with SID 240, it shall thereafter not be liable for any such costs occurring after such disconnection.

6. 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.

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

8. 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.

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

10. 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.

11. 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

_____
Clerk Date

By_____
Chairman Date

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT NO. 192 OF SARPY COUNTY, NEBRASKA

_____
Clerk Date

By_____
Chairman Date

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT NO. 240 OF SARPY COUNTY, NEBRASKA

_____
Clerk Date

By_____
Chairman Date

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT NO. 278 OF SARPY COUNTY, NEBRASKA

_____
Clerk Date

By_____
Chairman Date

00505712.DOC

Current Interlocal Cooperation Agreement #1

Attachment 1

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:

5/23/05

Clerk Date

SANITARY AND IMPROVEMENT DISTRICT
NO. 176 OF SARPY COUNTY, NEBRASKA

By Thomas J. Sturgeon 5/23/05

Chairman Date

ATTEST:

6/2/2005

Clerk Date

SANITARY AND IMPROVEMENT DISTRICT
NO. 192 OF SARPY COUNTY, NEBRASKA

By Robert S. Wendt 6/2/2005

Chairman Date

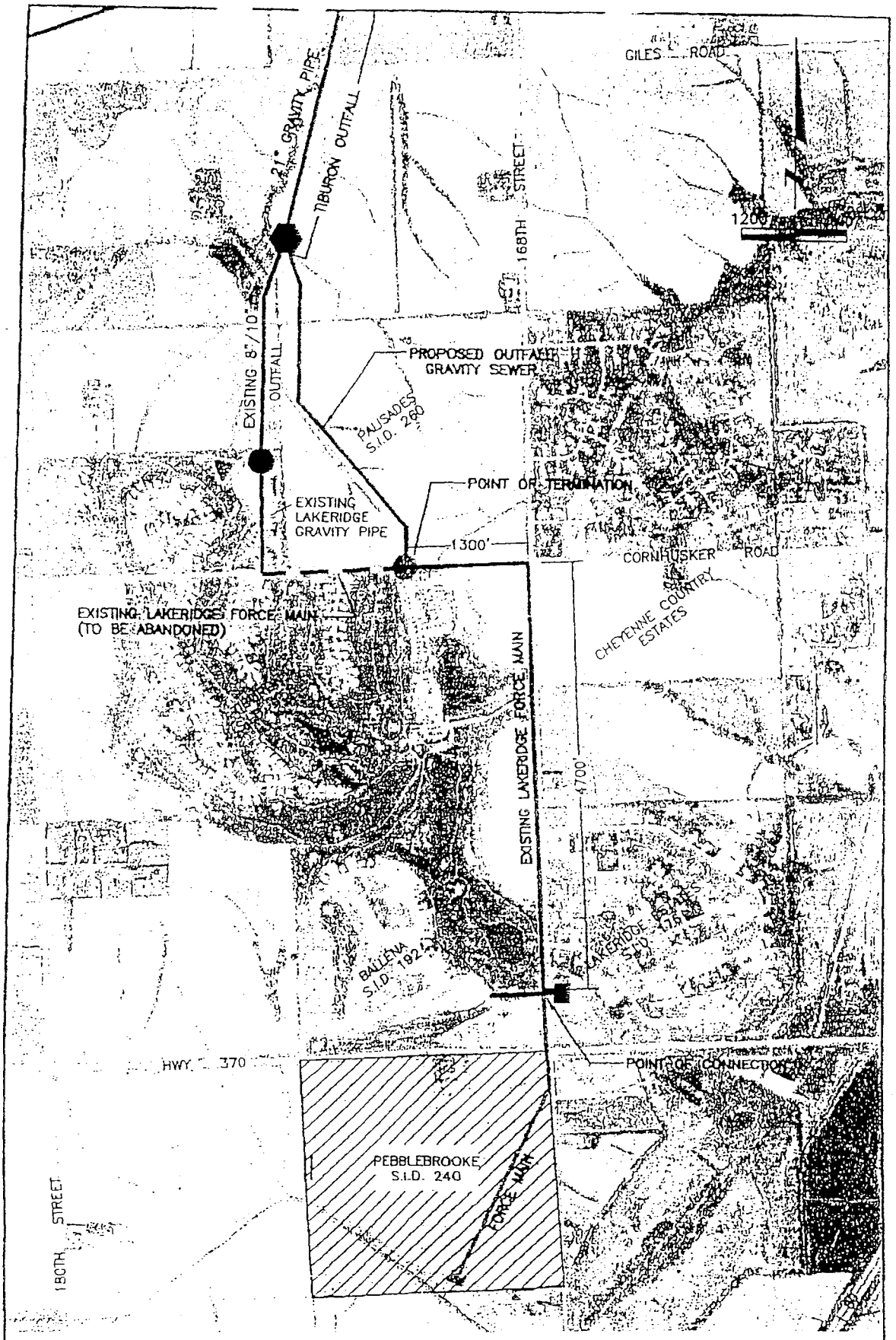
ATTEST:

Clerk Date

SANITARY AND IMPROVEMENT DISTRICT
NO. 240 OF SARPY COUNTY, NEBRASKA

By

Chairman Date



02064 \dwg\outfall-EXA.dwg

EXHIBIT A

Lamp, Rynearson & Associates, Inc.
WWW.LRA-INC.COM
14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154-2027
(Ph) 402.496.2498
(Fax) 402.496.2730

PEBBLEBROOKE
SCALE: 1" = 400'

LEGAL DESCRIPTION

That part of the Northeast Quarter of Section 33, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Beginning at the southeast corner of the said Northeast Quarter of Section 33;

Thence South 87°20'36" West (bearings referenced to the Nebraska State Plane System, NAD83) for 2645.08 feet to the southwest corner of the said Northeast Quarter of Section 33;

Thence North 02°56'50" West for 2590.08 feet along the west line of the said Northeast Quarter of Section 33 to the south right of way line of Nebraska Highway 370;

Thence North 85°46'31" East for 55.01 feet along said south right of way line to the northwest corner of Tax Lot 7;

Thence South 02°38'39" East for 99.93 feet to the southwest corner of Tax Lot 7;

Thence North 87°25'07" East for 74.83 feet to the southeast corner of Tax Lot 7;

Thence North 02°39'03" West for 102.06 feet to the northeast corner of Tax Lot 7 and the said south right of way line of Nebraska Highway 370;

Thence North 85°49'54" East for 820.17 feet along said south right of way line;

Thence South 89°38'46" East for 300.41 feet along said south right of way line;

Thence North 87°05'51" East for 194.70 feet along said south right of way line;

Thence North 85°39'08" East for 505.53 feet along said south right of way line;

Thence North 89°27'44" East for 448.71 feet along said south right of way line;

Thence North 89°45'16" East for 247.80 feet along said south right of way line to the east line of the said Northeast Quarter of Section 33;

Thence South 02°56'03" East for 2588.21 feet to the Point of Beginning.

Contains 157.955 acres including 1.961 acres of existing county roadway easement

02084\dwg\outlot8-EXB.dwg

EXHIBIT B

Lamp, Rynearson & Associates, Inc.
WWW.LRA-INC.COM
14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154-2027
(Ph) 402-496-2498
(Fax) 402-496-2730

AMERICAN NATIONAL BANK
P.O. Box 2139
Omaha, NE 68103

www.anbank.com
In Omaha: 402-457-1077
In Council Bluffs: 712-328-2449
Toll Free: 800-279-0007

2064 1 FP 0.433 *0002064 S2
SID 192
SERVICE FEE FUND
11605 ARBOR ST #104
OMAHA NE 68144

DATE FROM: 03/30/2013
DATE TO: 04/30/2013

PF BUSINESS VALUE ACCOUNT XXXXXX6871

BEGINNING BALANCE	+ 4 TOTAL CREDITS	- 12 TOTAL DEBITS	= ENDING BALANCE
13,902.74	6,838.74	10,238.07	10,503.41

AVG AVAILABLE BALANCE: 6,672.05 AVERAGE BALANCE: 6,940.45

DEPOSITS

REF #	DATE	AMOUNT	REF #	DATE	AMOUNT	REF #	DATE	AMOUNT
	04/09	1,273.57		04/29	1,166.03		04/29	3,418.53
	04/29	980.61						

CHECKS

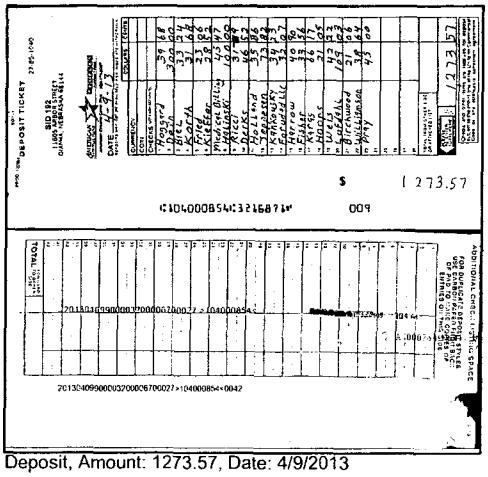
CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT
1195*	04/05	2,327.28	1210*	04/04	739.61	1218	04/04	95.44
1197*	04/08	1,071.77	1214*	04/05	2,245.89	1219	04/04	167.66
1207*	04/05	2,310.10	1217	04/04	324.95	1220	04/08	771.72

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

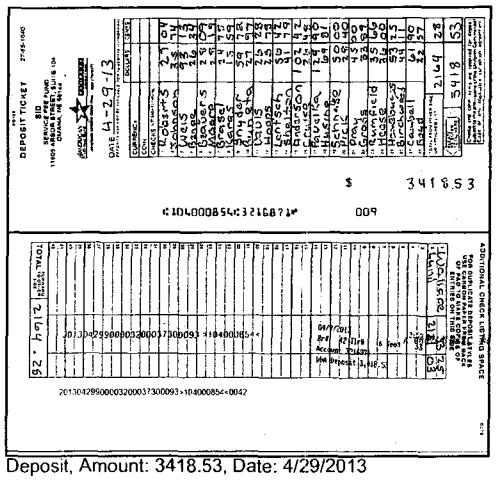
OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
REV 3/15 CR ENTRY,ERROR	04/04	60.00
# OF IBANK ACCOUNTS	04/26	5.00
CHECK # 1216 - BH Energy BHE 1216	04/05	118.65

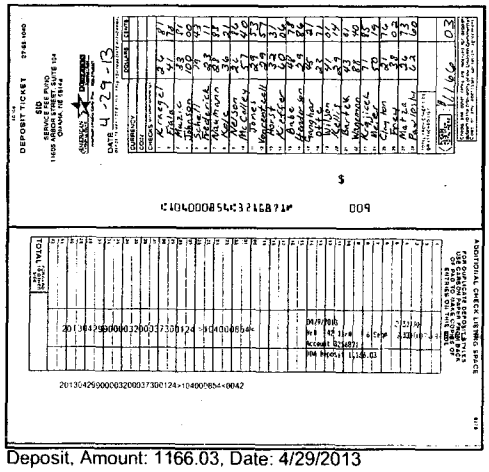
8002



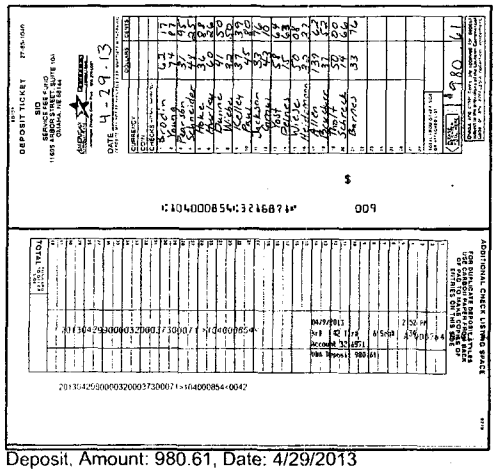
Deposit, Amount: 1273.57, Date: 4/9/2013



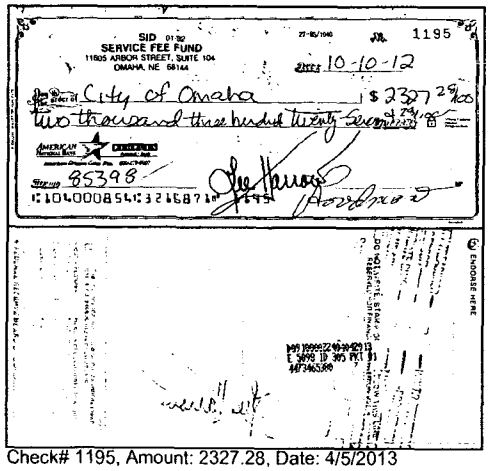
Deposit, Amount: 3418.53, Date: 4/29/2013



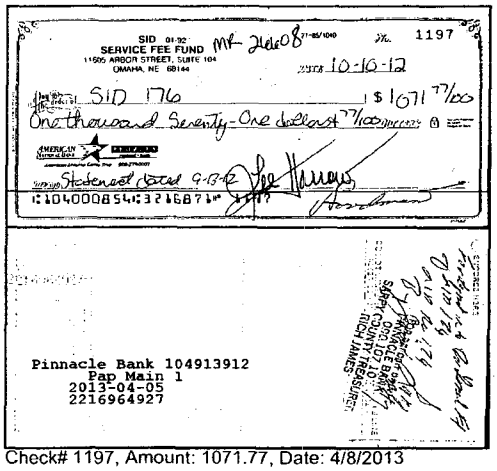
Deposit, Amount: 1166.03, Date: 4/29/2013



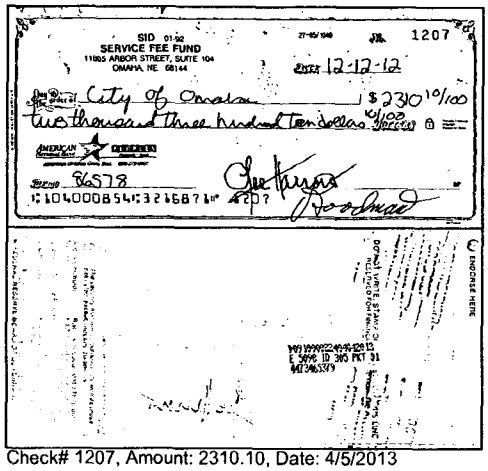
Deposit, Amount: 980.61, Date: 4/29/2013



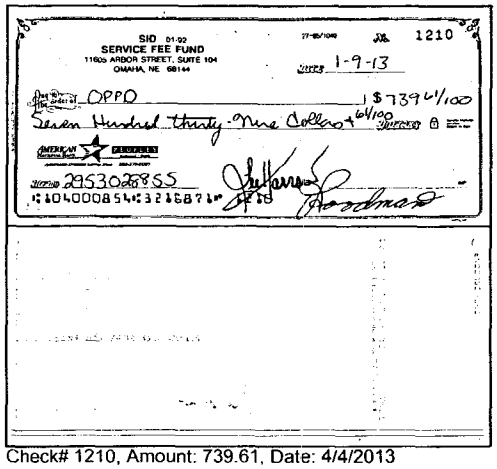
Check# 1195, Amount: 2327.28, Date: 4/5/2013



Check# 1197, Amount: 1071.77, Date: 4/8/2013



Check# 1207, Amount: 2310.10, Date: 4/5/2013



Check# 1210, Amount: 739.61, Date: 4/4/2013

4022

DETAIL REVENUE LISTING PER FUND
FOR: APRIL 2013

FUND: 8092 SID #192 GENERAL	M-T-D	Y-T-D
10100 - BEGINNING CASH ON HAND	94,017.01	13,308.08
15100 - BEGINNING INVESTMENT ON HAND	0.00	0.00
BEGINNING BALANCE:	94,017.01	13,308.08
TAX RECEIPT COLLECTIONS:		
30138 - 2012 PERSONAL PROPERTY TAX	3.28	8.68
30337 - 2011 REAL ESTATE TAXES	0.00	82,564.05
30338 - 2012 REAL ESTATE TAXES	9,681.06	90,823.04
TAX RECEIPT TOTALS:	9,684.34	173,395.77
34401 - HOMESTEAD EXEMP ALLOCATION	43.28	129.84
34403 - REAL ESTATE TAX CREDIT	2,315.93	4,631.86
34601 - MOTOR VEHICLE PRO RATE	0.00	334.22
OTHER RECEIPT TOTALS:	2,359.21	5,095.92
60000 - DISBURSEMENTS	-93,010.22	-175,475.19
60001 - PROPERTY TAX COMMISSION	-193.69	-3,467.93
10000 ENDING CASH ON HAND	12,856.65	12,856.65
15100 ENDING INVESTMENT ON HAND	0.00	0.00
GRAND TOTALS	12,856.65	12,856.65

DETAIL REVENUE LISTING PER FUND
FOR: APRIL 2013

FUND: 8392 SID #192 BOND	M-T-D	Y-T-D
10100 - BEGINNING CASH ON HAND	416,142.75	439,423.37
15100 - BEGINNING INVESTMENT ON HAND	0.00	0.00
BEGINNING BALANCE:	416,142.75	439,423.37
TAX RECEIPT COLLECTIONS:		
30138 - 2012 PERSONAL PROPERTY TAX	4.09	10.84
30337 - 2011 REAL ESTATE TAXES	0.00	103,207.35
30338 - 2012 REAL ESTATE TAXES	12,101.61	113,531.30
TAX RECEIPT TOTALS:	12,105.70	216,749.49
34401 - HOMESTEAD EXEMP ALLOCATION	54.10	162.30
34403 - REAL ESTATE TAX CREDIT	2,894.98	5,789.96
34601 - MOTOR VEHICLE PRO RATE	0.00	417.78
OTHER RECEIPT TOTALS:	2,949.08	6,370.04
60000 - DISBURSEMENTS	-500.00	-227,752.50
60001 - PROPERTY TAX COMMISSION	-242.11	-4,334.98
10000 ENDING CASH ON HAND	430,455.42	430,455.42
15100 ENDING INVESTMENT ON HAND	0.00	0.00
GRAND TOTALS	430,455.42	430,455.42

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 2:00 p.m., Friday, April 26, 2013, at 17202 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
1639260; 4/24

Ad Number 0001629260-01

Sales Rep. jerwin

Order Taker jerwin

Ad Type SNI Legals

Ad Size
: 1.0 X 25 Li

PO Number SID 192

Color B&W

Promo Type

Customer
RONALD HUNTER LAW OFFIC

Customer Account
154004

Customer Address
11605 ARBOR ST, #104
OMAHA NE 68144 USA

Customer Phone
(402)397-6965

Ordered By

Special Pricing
None

Invoice Text
SId 192

Materials

Ad Order Notes

Tear Sheets	Proofs	Blind Box
0	0	

Net Amount	Total Amount
$10.25	$10.25

Payment Method

Payment Amount	Amount Due
$0.00	$10.25

Product Information	Placement/Classification	Run Dates	# Inserts	Cost
SNI Classified::	Papillion Legals	4/24/2013	1	$10.25
	SNI Legal Papillion-Appears i			

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 2:00 p.m., Wednesday, May 8, 2013, 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
1631980; 5/1

Ad Number 0001631980-01

Sales Rep. jerwin

Order Taker jerwin

Ad Type SNI Legals

Ad Size
: 1.0 X 26 Li

PO Number SID 192

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

Tear Sheets	Proofs	Blind Box
0	0	

Net Amount	Total Amount
$10.66	$10.66

Payment Method

Payment Amount	Amount Due
$0.00	$10.66

Product Information	Placement/Classification	Run Dates	# Inserts	Cost
SNI Classified::	Papillion Legals	5/1/2013	1	$10.66
	SNI Legal Papillion-Appears i			

16665

0409

Omaha Public Power District

Account Number	Due Date	Total Amount Due
0622093108	Apr 29, 2013	$259.94

Customer Name: SID 192 SARPY
Statement Date: April 9, 2013

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

Service Address	Rate	Billing Period		Usage		
		From	To	Kilowatt-hours used	Billing Demand/kW	Current Amount
16800 RIDGEMONT ST, STLT OMAHA NE	Street Light Method 61	N/A	N/A			$165.11
16802 OAKMONT DR, IRRIG OMAHA NE	General Service Non-Demand	3-6-13	4-5-13	214 kWh		$35.29

Total Charges	$200.40
Previous Balance	673.57
Payments Received: 04/08/13	614.03CR
Total Amount Due	$259.94

Late Payment Charge of $8.01 applies after due date.

The unpaid balance is past due. If the balance has already been paid, please disregard. Thank you.

1

Please return this portion with payment

Are you planning any spring projects? Remember to call the Digger's Hotline of Nebraska at 811 or 800-331-5666 before you dig.

Statement Date: April 9, 2013

Account Number	Due Date	Total Amount Due
0622093108	Apr 29, 2013	$259.94

Late Payment Charge of $8.01 applies after due date.

Amount Paid ☐☐,☐☐☐.☐☐

Energy Assistance: Monthly $1 ☐ $2 ☐ $5 ☐ Other $_____

One-Time Contribution $_____

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

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

SID 192 SARPY TIBURON ESTATES
% RONALD W. HUNTER
11605 ARBOR ST
OMAHA NE 68144-2982

PO BOX 3995
OMAHA NE 68103-0995

Omaha Public Power District

0106220931084000000259940000002679520130429 7

Omaha Public Power District

16666

0409

Account Number	Due Date	Total Amount Due
0622093108	Apr 29, 2013	$259.94

Customer Name: SID 192 SARPY
Statement Date: April 9, 2013

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

Billing Period From **03-08-2013** To **04-09-2013** @32 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	$155.52	$0.98	$165.11

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

Sales Tax	8.61
Total Charges	$165.11

Omaha Public Power District

Account Number	Due Date	Total Amount Due
0622093108	Apr 29, 2013	$259.94

Customer Name: SID 192 SARPY
Statement Date: April 9, 2013

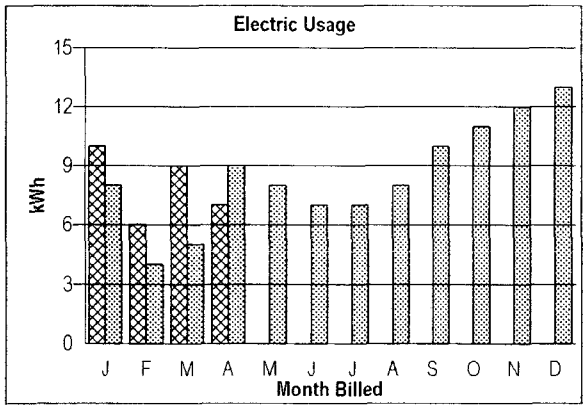
Billing Information for service address: 16802 OAKMONT DR, IRRIG OMAHA NE

Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier		
General Service Non-Demand	**3-6-13**	**4-5-13**	**6861226**	**17644**	**17858 Actual**	**214**	**1**	**kWh**	**214**

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2013	30	214	7	46	25
2012	29	259	8	73	48

Your average daily electric cost was: $1.18



Basic Service	13.00
kWh Usage	19.99
Fuel And Purchased Power Adjustment	0.46
Sales Tax	1.84
Total Charges	$35.29

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

ACCOUNT NO.	3050-30014918-001
INVOICE NO.	3718203
STATEMENT DATE	05/01/13
DUE DATE	05/20/13
BILLING PERIOD	04/01/13 - 04/30/13

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		**$ 3,957.38**
04/10/13	Payment Thank You!	6474	$ 19.49-
04/10/13	Payment Thank You!	6474	$ 1,299.60-
04/10/13	Payment Thank You!	6474	$ 1,299.60-
	Total Payments And Credits		**$ 2,618.69-**
	Service Location	**Tiburon Homes Sid #192**	
	Acct #30014918-001	**Billing Acct**	
04/16/13	Finance Charge	1 Each @ -$58.48	$ 58.48-
04/30/13	Residential Svc 1 Cart 04/01/13-04/30/13		$ 1,299.60
	Current Charges And Fees		**$ 1,241.12**
	Total Due		**$ 2,579.81**

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

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.	3718203
STATEMENT DATE	05/01/13
DUE DATE	05/20/13
PAY THIS AMOUNT	**2,579.81**

WRITE IN AMOUNT PAID $

AV 01 008991 35485B 29 C**5DGT

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

☐ 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 000025798103718203 4

Signature Advertising & Display, Inc.

4619 South 88th Street
Omaha, NE 68127
402-331-4258
stom@sadci.omhcoxmail.com

Invoice

DATE	INVOICE #
4/5/2013	9489

BILL TO
Ronald W. Hunter, Attorney Ronald W Hunter 11605 Arbor St. Omaha, Ne 68144 Tiburon South Sid 192

P.O. NO.	TERMS	PROJECT
	Due Upon Receipt	

DESCRIPTION	QTY	RATE	AMOUNT
Repair Stop Sign at 173 & Oakmont	1	95.00	95.00T
SUBTOTAL			95.00
SALES TAX		5.50%	5.23

Total	$100.23

Thompson, Dreessen & Dorner, Inc.
Consulting Engineers & Land Surveyors
10836 Old Mill Road
Omaha, NE 68154
Office: 402.330.8860 Fax: 402-330-5866
www.td2co.com

INVOICE

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

Invoice number 98477
Date 03/21/2013

Project 1591-900 SID #192 (TIBURON SOUTH)
ONE CALL MEMBER AGREEMENT

Professional Services from February 1, 2013 through February 28, 2013

Description	Current Billed
One Call Services- 1-One Call Response	25.00
Total	25.00

Invoice total 25.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
97994	02/11/2013	25.00		25.00			
98477	03/21/2013	25.00	25.00				
	Total	50.00	25.00	25.00	0.00	0.00	0.00

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

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

INVOICE

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

TD2 South Dakota Office
5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108
Office: 605/951-0886

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

Invoice number 98966
Date 04/29/2013

Project 1591-102 SID #192 (TIBURON SOUTH) MISCELLANEOUS SERVICES, 2010-CURRENT, CIVIL

Professional Services from February 11, 2013 through April 14, 2013

Attend Board Meeting, Evaluate 174th Street and Oakmont Intersection

Description		Current Billed
Engineering Services		621.86
	Total	621.86

Invoice total 621.86

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
98966	04/29/2013	621.86	621.86				
	Total	621.86	621.86	0.00	0.00	0.00	0.00

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

INVOICE

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

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

TD2 South Dakota Office
5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108
Office: 605/951-0886

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

Invoice number 98967
Date 04/29/2013

Project 1591-900 SID #192 (TIBURON SOUTH)
ONE CALL MEMBER AGREEMENT

Professional Services from March 1, 2013 through March 31, 2013

Description	Current Billed
One Call Services- 4 Responses	100.00
Total	100.00

Invoice total 100.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
98477	03/21/2013	25.00		25.00			
98967	04/29/2013	100.00	100.00				
	Total	125.00	100.00	25.00	0.00	0.00	0.00

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

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 7, 2013

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 04-10-13 through 05-07-13.

(See Attached Schedule of Services)

14.30 hours x $150.00 per hour =	$2,145.00
TOTAL AMOUNT DUE	$2,145.00

SCHEDULE OF SERVICES
FOR
SID 192

04/10/13 Attended a Board of Trustees meeting. **1.40**

04/15/13 Prepared minutes, supporting documents and warrants of last meeting. Spread warrants. **1.90**

04/18/13 Final review of minutes, supporting documents and warrants. Mailed to accountants and Chairman. **1.10**

04/19/13 Received a telephone call from Trustee Moore regarding homeowners meeting to discuss appropriate shingles. Reviewed covenants regarding acceptable shingles. Prepared notice of next meeting to Sarpy County, Papillion Times, Trustees and others for emergency meeting to be held on April 26, 2013. **1.30**

04/22/13 Call from Bob Huck regarding two Interlocal Cooperation Agreements. **0.20**

04/25/13 Prepared Agenda for emergency meeting. **0.20**

04/26/13 Attended emergency meeting. **1.30**

04/30/13 Prepared minutes from last meeting. **0.60**

05/02/13 Reviewed email from Trustee Moore regarding proposed villas. Prepared notice of meeting to Sarpy County, Papillion Times, Trustees and others. Received telephone call from resident regarding email about proposed villas. **1.40**

05/06/13 Reviewed several emails from residents and Trustees regarding proposed villas. Call to Trustee Moore regarding position of developers regarding replatting lots and amending covenants without consent of at least 90% of property owners. Reviewed covenants for SID 192. **1.30**

05/07/13 Reviewed emails regarding proposed villas. Prepared Agenda for next meeting. Prepared financial statements as of May 7, 2013. Wrote follow up emails to Papillion Sanitation and Ameritas. Reviewed minutes for calendar year 2012 for costs associated with water system. **3.60**

Total **14.30**

Black Hills Energy
Improving life with energy

PO BOX 6001
RAPID CITY SD 57709-6001

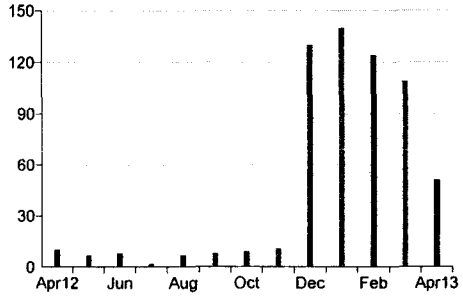
Scan to Pay Now

Account Number: 3497 3578 91
Service For: SANITARY IMPROVEMENT DIST
Billing Date: Apr 29, 2013

Balance Forward	219.91
Current Month Charges - Due 05/20/13	57.00
Total This Bill	**$276.91**

Customer Service: 1-888-890-5554 | 24-Hour Emergency: 1-800-694-8989 | Email: custserv@blackhillscorp.com | www.blackhillsenergy.com

Your gas use at a glance (in Therms)
for 17207 FAIRWAY DR
Meter BHE172351



	Days	Therms/Day	Cost/Day
This Month	30	1.70	$1.90
Last Month	30	3.63	$3.21
Last Year	30	.33	$0.91

Your Account Summary **(see following pages for details)**

Previous Bill Total		$338.56	
Payments	THANK YOU	118.65	CR
Balance Forward		**219.91**	
Current Month Charges:			
Gas Service		57.00	
Total This Bill		**$276.91**	

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

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

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

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

Black Hills Energy
PO BOX 6001
RAPID CITY SD 57709-6001

05458

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

Account Number: 3497 3578 91

Balance Forward	219.91
Current Month Charges - Due 05/20/13	57.00
Total This Bill	**$276.91**
Make checks payable to: Black Hills Energy	
ENTER AMOUNT ENCLOSED:	

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

_____ $5 _____ $10 _____ $20 Other $_____ One-time $_____

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

Save money. *Save time.* *Save paper.*

Use eBill for convenient, secure, paperless billing and online payments
Sign up online today!
www.blackhillsenergy.com

34973578910000002769100000027691 0305

16683

0409

Omaha Public Power District

Account Number	Due Date	Total Amount Due
2953028855	Apr 29, 2013	$590.62

Customer Name: SID 192 SARPY
Statement Date: April 9, 2013

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

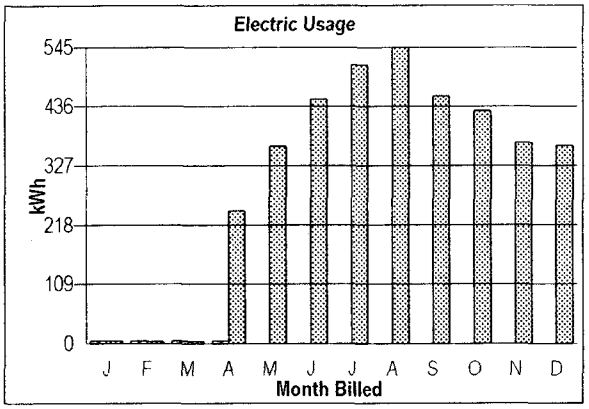
Billing Information for service address: 17209 FAIRWAY DR, WELL OMAHA NE

Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier		
General Service Demand	**3-6-13**	**4-5-13**	**5762515**	**66901**	**67056 Actual**	**155**	**1**	**kWh**	**155**
Billing Demand								**KW**	**25.00**

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2013 ☒	30	155	5	46	25
2012 ▨	29	7065	243	73	48

Your average daily electric cost was: $5.54



Actual Demands	0.64KW	0.00KVA	100.00%PF

Basic Service	18.62
Demand Revenue	129.50
kWh Usage	9.11
Fuel And Purchased Power Adjustment	0.33
Sales Tax	8.67
Total Charges	$166.23
Previous Balance	1,488.95
Payments Received: 04/03/13	1,064.56CR
Total Amount Due	$590.62

Late Payment Charge of $6.65 applies after due date.

1

Please return this portion with payment

Are you planning any spring projects? Remember to call the Digger's Hotline of Nebraska at 811 or 800-331-5666 before you dig.

Statement Date: April 9, 2013

Account Number	Due Date	Total Amount Due
2953028855	Apr 29, 2013	$590.62

Late Payment Charge of $6.65 applies after due date.

Amount Paid ☐☐,☐☐☐.☐☐

Energy Assistance: Monthly $1 ☐ $2 ☐ $5 ☐ Other $_____

One-Time Contribution $_____

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

Omaha Public Power District

01295302885500000005906200000059727201304290

16702

0409

Account Number	Due Date	Total Amount Due
5958727663	Apr 29, 2013	$195.32

Customer Name: SID 192 SARPY
Statement Date: April 9, 2013

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

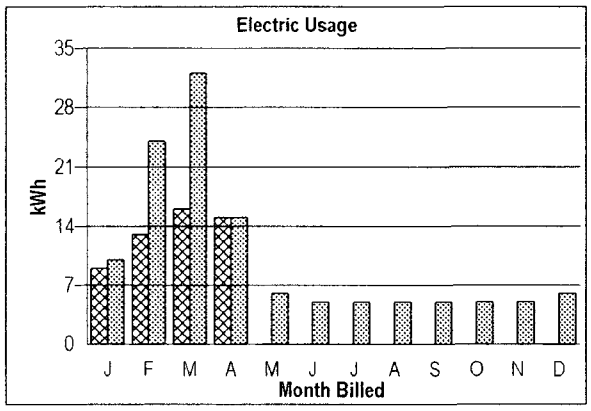
Billing Information for service address: 17221 OAKMONT ST, LIFT OMAHA NE

Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier		
General Service Non-Demand	**3-6-13**	**4-5-13**	**5762510**	**6313**	**6774 Actual**	**461**	**1**	**kWh**	**461**

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2013	30	461	15	46	25
2012	29	433	14	73	48

Your average daily electric cost was: $2.01



Basic Service	13.00
kWh Usage	43.06
Fuel And Purchased Power Adjustment	0.99
Sales Tax	3.14
Total Charges	$60.19
Previous Balance	230.57
Payments Received: 04/03/13	95.44CR
Total Amount Due	$195.32

Late Payment Charge of $2.41 applies after due date.

1

Please return this portion with payment

Are you planning any spring projects? Remember to call the Digger's Hotline of Nebraska at 811 or 800-331-5666 before you dig.

Statement Date: April 9, 2013

Account Number	Due Date	Total Amount Due
5958727663	Apr 29, 2013	$195.32

Late Payment Charge of $2.41 applies after due date.

Amount Paid ☐☐,☐☐☐.☐☐

Energy Assistance: Monthly $1 ☐ $2 ☐ $5 ☐ Other $_____

One-Time Contribution $_____

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

015958727663700000019532000000197732013042 91

your energy partner
OPPD
Omaha Public Power District

16705

0409

Account Number	Due Date	Total Amount Due
6474900369	Apr 29, 2013	$190.44

Customer Name: SID 192 SARPY
Statement Date: April 9, 2013

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

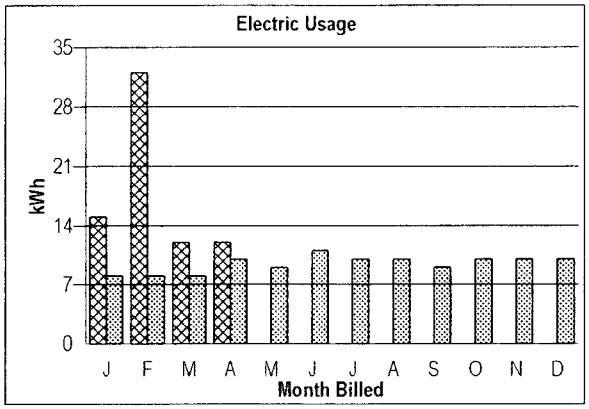
Billing Information for service address: 10817 FAIRWAY DR, LIFT OMAHA NE

Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier		
General Service Non-Demand	**3-6-13**	**4-5-13**	**5762521**	**7345**	**7692 Actual**	**347**	**1**	**kWh**	**347**

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2013	30	347	11	46	25
2012	29	282	9	73	48

Your average daily electric cost was: $1.62



Basic Service	13.00
kWh Usage	32.41
Fuel And Purchased Power Adjustment	0.75
Sales Tax	2.54
Total Charges	$48.70
Previous Balance	309.40
Payments Received: 04/03/13	167.66CR
Total Amount Due	$190.44

Late Payment Charge of $1.95 applies after due date.

1

Please return this portion with payment

Are you planning any spring projects? Remember to call the Digger's Hotline of Nebraska at 811 or 800-331-5666 before you dig.

Statement Date: April 9, 2013

Account Number	Due Date	Total Amount Due
6474900369	Apr 29, 2013	$190.44

Late Payment Charge of $1.95 applies after due date.

Amount Paid

Energy Assistance: Monthly $1 ☐ $2 ☐ $5 ☐ Other $_____

One-Time Contribution $_____

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

your energy partner
OPPD
Omaha Public Power District

0164749003690000000190440000001923920130429 2

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

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

Invoice No. 130036 05-02-13
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, 06-02-13

Quant	Item No.	Item Description	Unit Price	Extension
118		LASTMONTH - WATER METER BILL PROCESSING	6.56	$774.08
1		NEW ACCOUNT SETUP #11140000 17113 FAIRWAY CIRCLE	50.00	50.00
	-----> Note:	WATER METER BILLING ONLY.		

Subtotal	$824.08
*Sales Tax: NOT APPLICABLE	.00
TOTAL AMOUNT DUE	$824.08

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

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

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

Invoice No. 130040 05-02-13
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, 06-02-13

Quant	Item No.	Item Description	Unit Price	Extension
0	TIBPWS	LASTMONTH - PUBLIC WATER WELL OPERATIONS FEE	975.00	$.00
15	HRS	EXTRAORDINARY SERVICE HOURS	52.00	780.00
5		MICROBIAL MANHOLE DOUSING & INSPECT 173RD MANHOLE	88.00	440.00
3	VDOUT	VERIZON DIALOUT ALARM SERVICE	25.00	75.00
1		PIII PRESSURE/FLOW MCT-10 RECORDER CPU	83.00	83.00
4		MANHOLE FIRE HOSE FLUSHING	100.00	400.00
2	LS192	LAST MONTH LIFT STATION STD. MAINTENANCE	200.00	400.00
1	MS15	M&S @ COST PLUS 15%: SKARDA PUMP	618.84	618.84
1		DIESEL POWER REPAIR WELL 3 GENERATOR	153.92	153.92
	------> Note:	SIGNIFICANT EVENTS: FLUSHED ALL 173RD ST. MH. START ENZYME ROUTINE FOR 192-2 LS (FAIRWAY). REPLACE VAC PUMP 192-1 LS. HIGH WATER ALARMS X 2 AT 192-1 LS (OAKMONT). NEW SEWER RATES FOR METER BILLINGS ENTERED.		

Subtotal	$2,950.76
*Sales Tax: NOT APPLICABLE	.00
TOTAL AMOUNT DUE	$2,950.76

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

SKARDA EQUIPMENT COMPANY, INC.

P.O. Box 3568 - Omaha, NE 68103
2563 Farnam Street - Omaha, NE 68131
(402) 422-0430 - (800) 228-9750 - FX (402) 345-1567
Federal Employer I.D.#47-0535412 - DUNS Number 04-873-1871
A Nebraska Corporation

SW 192
LS#1
Pump 2

REMIT TO:
P.O. BOX 3568
OMAHA, NE 68103

INVOICE NUMBER 1454270-01

MISSA1 1454270-01

BILL TO: MISC SALES NEBRASKA (D)
NE 00000

SHIP TO: FEILD R&D
ATN:DAVE 402-681-0506
8505 MAKAHA CIR
PAPILLION NE 68046

CUSTOMER P.O. NO. F/CRCD/DAVE

CUSTOMER P.O. NO. F/CRCD/DAVE

INVOICE NUMBER	SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1454270-01	102	03/20/13	253	F/CRCD/DAVE	04/05/13

INSTRUCTIONS	FRT.	PAGE NO.
FREIGHT IN $11.32 P/U IN OMAHA	B	1

QUANTITY ORDERED	B.O./RET.	SHIPPED	DISP.	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
				********** See our featured product at: www.skarda.com/featured.asp For great deals on Surplus inventory go to: www.skarda.com/surplus.asp ********** THANK YOU FOR YOUR ORDER!! ********** PER CUSTOMER ORDER IS TAXABLE ********** check out Skarda Surplus Inventory at www.skarda.com			
1		1	*	GAS 1VAF-10-M100X GAST STANDARD	EA	426.00	426.00

PAID BY CREDIT CARD

PAID VISA 4-5-13

CODE EXPLANATION

*** THIS IS YOUR INVOICE ***

* - STATE TAX APPLICABLE
\# - FED./OTHER TAX APPLICABLE
\+ - STATE & FEDERAL TAX APPL.
B - BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM

SUB TOTAL	426.00
MISC. CHARGE	
OTHER CHARGE	
FRT.&HAND. TTL	11.32
FED./OTHER TAX	
STATE TAX	30.61
PAYMENT REC'D.	0.00
TOTAL AMT DUE	467.93

TERMS: NET 30 DAYS FROM INVOICE DATE

DIESEL POWER EQUIPMENT CO.™

Trib So
Well #3

INVOICE

13619 INDUSTRIAL ROAD Tel: 402-330-5100
OMAHA NE 68137
1501 NEW PERRINE ROAD Tel: 573-760-1400
FARMINGTON MO 63640
1211 LYON ROAD Tel: 630-406-1800
BATAVIA IL 60510

NUMBER: 396417

DATE: 04/25/13

SOLD TO:	SHIP TO:
FIELD R & D TIBURON SID# [redacted]192 8505 MAKAHA CIR PAPILLION NE 68046	

Send all remittances to: Diesel Power Equipment Co. 13619 Industrial Road Omaha, NE 68137-1129

CUSTOMER NO.	PHONE NUMBER	FAX NUMBER	CUSTOMER P.O. #
181551	402-592-2354	402-592-1950	

SALESMAN	TERMS	DATE SHIPPED	SHIP VIA	ORDER NUMBER
199	NET 10TH			NE 0024234

QUANTITY SHIPPED	QUANTITY B/O	ITEM / DESCRIPTION	UNIT PRICE	EXTENSION
		MAKE: GENERAC MODEL: 96A04208-S SERIAL NUMBER: 2029744 APPLICATION: Tech went to location to check unit for overspeed problem. Hours on unit-300.7 Gen/Set would run and immediately go into overspeed condition. Put frequency meter on generator output to see if unit actually went into overspeed. Unit runs@62.5Hz, not an overspeed condition. Adjusted the overspped perimeters on Generac control board and got unit so it didn't go out on overspeed while running. Values in P.C. baord have changed to let the shutdown on overspeed now and didn't previously. Advised customer of the adjustments, also informed customer of pricing for a new (Continued on Page 2)		

This invoice is subject to the Terms and Conditions on the reverse side hereof which should be read carefully and completely. The front and reverse side hereof comprise the entire Agreement affecting this invoice and there are no other understandings, representations or warranties, and upon acceptance by Diesel Power Equipment Co. ("DP") as stated hereinafter, this shall constitute the entire Agreement between DP and Customer. The sale of the services and/or equipment described herein is expressly conditioned upon application of the Terms and Conditions of this Agreement, and any additional or different terms already or hereafter proposed by Customer, whether in quotation, acknowledgment, purchase order or otherwise, are hereby rejected and shall not apply. No change to this Agreement shall be binding unless agreed to in a writing signed by DP.

www.dieselpower.com
E-mail: admin@dieselpower.com

AN EMPLOYEE OWNED COMPANY

CUSTOMER'S ORIGINAL

TIBURON COMMUNITY WELL WATER PERIODIC REPORT
for the period: 04,2013 Generated: 04/30/2013

	THIS PERIOD	LAST PERIOD
WELL#1 (CORNHUSKER) KGALS USAGE..	606	326
WELL#2 (176TH ST) KGALS USAGE....	1780	641
WELL#3 (FAIRWAY) KGALS USAGE.....	0	0
WELL#4 (180TH ST) KGALS USAGE....	326	93
WELL#5 (CORNHSKR) KGALS USAGE....	2618	4228
WELL#1 (CORNHUSKER) GENERATOR HRS.	N/A	N/A
WELL#2 (176TH ST) GENERATOR HRS.	1.3	0
WELL#3 (FAIRWAY) GENERATOR HRS.	1	0
WELL#4 (180TH ST) GENERATOR HRS.	1.33	1.34
WELL#5 (CORNHUSKER) GENERATOR HRS.	N/A	N/A
WELL#1 DRAWDOWN FEET.....	9	12
WELL#1 VFD PUMP STARTS.....	386	294
WELL#2 DRAWDOWN FEET.....	9	9
WELL#2 VFD PUMP STARTS.....	1620	1017
WELL#3 DRAWDOWN FEET.....	0	0
WELL#3 VFD PUMP STARTS.....	0	0
WELL#4 DRAWDOWN FEET.....	15	15
WELL#4 VFD PUMP STARTS.....	359	159
WELL#5 DRAWDOWN FEET.....	7	10
WELL#5 VFD PUMP STARTS.....	2107	3773
EAST BULK METER KGAL USAGE	276	271
WEST BULK METER KGAL USAGE	1035	919
E+W SID158 BULK METER KGAL USAGE ...	1311	1190
CAR WASH METER KGAL USAGE	108	209
STRIPMALL SPRINKLER METER KGAL USAGE	0	0
STRIPMALL REGULAR METER KGAL USAGE ..	33	41
KUM & GO TOP METER KGAL USAGE	0	0
KUM & GO BOTTOM METER KGAL USAGE	22	17
TOTAL WATER KGAL USAGE THIS MONTH	5340	5301
TOTAL WATER KGAL USAGE PER DAY...	178	171

==========

SID192 TIBURON SOUTH COMMUNITY WELL WATER PERIODIC REPORT
for the period: 04,2013 Generated: 04/30/2013

	THIS PERIOD	LAST PERIOD
WELL#3 (FAIRWAY) KGALS USAGE.....	0	0
WELL#3 (FAIRWAY) GENERATOR HRS...	1	0
WELL#3 DRAWDOWN FEET.....	0	0
HYDRANT A8 KGALLON OVERFLOW	0	0
E+W SID158 BULK METER KGAL USAGE ...	1311	1190
WELL#3 NET KGALLONS	0	
SID192 GRACE WATER @ 118 meters....	0	

Kristi Weispfenning

From: "Ethan Weispfenning" <papa272jerry@yahoo.com>
Date: Thursday, April 11, 2013 8:34 AM
To: "Kristine" <tkwkaw@yahoo.com>; "Kris - Office" <rwhre@hunterlaw.omhcoxmail.com>
Subject: 2013 First Quarter Tax Data

Here is the data needed to prepared the SID 192 First Quarter (Jan - Mar) 2013 Sales Tax Form.

Line 1: $13,669.00
Line 2: $13.669.00
Line 3: $ 751.80
Line 4: $ 0.00
Line 5: $ 0.00
Line 6: $ 0.00
Line 7: $ 751.80
Line 8: $ 18.80
Line 9: $ 733.00
Line 10: $ 0.00
Line 11 $ 733.00
Line 12: As per tax form sent by state
Line 13: Line 11 plus or minus line 12

Belle E. Weispfenning
Bookkeeper