

## CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of **Sanitary and Improvement District Number 235 of Sarpy County, Nebraska**, (the "District") and hereby further certify as follows:

1. Annexed to this certificate is a true and correct transcript of the proceedings of the Board of Trustees of the District relating to a meeting of said District held on the date and at the time reflected in the meeting minutes contained in said foregoing transcript (the "Meeting"). All of the proceedings of the District and of the Board of Trustees thereof which are set out in the annexed and foregoing transcript have been fully recorded in the journal of proceedings of the District and the undersigned District Clerk has carefully compared the annexed and foregoing transcript with said journal and with the records and files of the District which are in such Clerk's official custody and said transcript is a full, true and complete copy of said journal, records and files which are set out therein.

2. Advance notice for the Meeting was given by publication as set forth in the affidavit of publication contained in the foregoing transcript and was mailed to the Clerk of the municipality or county within whose zoning jurisdiction the District is located at least seven days prior to the date of the Meeting. Advance notice for the Meeting, including notice of agenda subjects, was given to all members of the Board of Trustees. All news media requesting notification of meetings of said body were provided with advance notice of the times and places of such meetings and the subjects to be discussed.

3. All of the subjects addressed at the Meeting were contained in the agenda for the Meeting, which agenda was kept continually current and readily available for public inspection at the address listed in the meeting notice for the Meeting and a copy of which is attached to this Certificate; such subjects were contained in said agenda for at least 24 hours prior to the Meeting and each agenda item was sufficiently descriptive to give the public reasonable notice of the matters to be considered at the Meeting.

4. A current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during the Meeting in the room in which such Meeting was held and all in attendance at the Meeting were informed that such copy of the Nebraska Open Meetings Act was available for review and were informed of the location of such copy in the room in which such Meeting was being held. At least one copy of all resolutions and other reproducible written materials, for which actions are shown in said proceedings, was made available for examination and copying by members of the public at the Meeting.

5. The minutes of the Meeting were in written form and available for public inspection within ten (10) working days after the Meeting or prior to the next convened meeting, whichever occurred earlier, at the office of the District; within thirty (30) days after the date of the Meeting, a copy of the minutes of the Meeting was sent to the Clerk of the municipality or county within whose zoning jurisdiction the District is located.

6. No litigation is now pending or threatened to restrain or enjoin the District from the issuance and delivery of any warrants or other obligations issued by the District or the levy and collection of tax or other revenues or relating to any of the improvements for which any such warrants or other obligations were or are issued nor in any manner questioning the proceedings and authority under which any such warrants or other obligations were or are issued or affecting the validity thereof; neither the corporate existence or boundaries of the District nor the title of its present officers to their respective offices is being contested; no authority or proceedings for the issuance of any warrants or other obligations by the District have been repealed, revoked or rescinded as of the date hereof. All actions taken by the Board of Trustees referred to in said transcript were taken at a public meeting while open to the attendance of the public.

IN WITNESS WHEREOF, we have hereunto affixed our official signatures this 30<sup>th</sup> day of May 2012

  
Chairperson

  
Clerk

*Overmap*

**MEETING MINUTES OF  
SANITARY AND IMPROVEMENT DISTRICT NO. 235  
OF SARPY COUNTY, NEBRASKA HELD ON**

The meeting of the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska was convened in open and public session at 9:00 a.m. on May 30, 2012 at 10333 So. 152<sup>nd</sup> Street, Omaha, Nebraska.

Present at the meeting were Trustees Jim Emmons, Loren Johnson, Paula Johnson, Joseph Daffer and Mark Kinsey. Also present was Brian C. Doyle, attorney for the District.

Notice of the meeting was given in advance thereof by publication in The Bellevue Leader on May 16 and May 23, 2012, a copy of the Proof of Publication being attached to these minutes. Notice of the meeting was simultaneously given to all members of the Board of Trustees and a copy of their Acknowledgment of Receipt of Notice is attached to these minutes. Availability of the agenda was communicated in the published notice and in the notice to the Trustees of this meeting. All proceedings of the Board were taken while the convened meeting was open to the attendance of the public.

The Clerk then certified that notice of this meeting had been given to the Sarpy County Clerk at least seven days prior to the time set by the Board of Trustees for this meeting and filed his Certificate to that effect, said Certificate being attached to these minutes and made a part hereof by this reference.

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 Clerk then announced that the last publication of the notice of this meeting was more than five days prior to the time set by the Board of Trustees for public hearing, as set forth in the Proof of Publication. The Clerk further announced that notice had been posted in three conspicuous places within the District and filed his Certificate to that effect, said Certificate being attached to these minutes and made a part hereof by this reference.

The Clerk then stated that no petition opposing the Resolution of Necessity had been filed by any of the property owners within the District nor by any other person and no person appeared at the meeting or made any objections to the proposed Resolution of Necessity.

The Trustees then voted "aye" and passed and adopted the proposed Resolution of Advisability and Necessity, the same being the Resolution adopted in form at the meeting of the Board of Trustees held on May 9, 2012, which Resolution is set forth in full in the Proof of Publication attached hereto; the Trustees then passed the following resolution:

BE IT RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska that the Resolution of Necessity for the District entering into an Underground Service Agreement for the construction of Underground Electric Service and hereby is approved as proposed at the meeting of the Board of Trustees held on May 9, 2012.

The Chairman then presented the Proof of Publication for the Notice to Contractors for Sanitary Sewer, Outfall Sewer, Storm and Paving - Section II to the effect that said Notice to Contractors had been published in The Bellevue Leader three consecutive weeks on April 25, May 2 and May 9, 2012.

The Clerk then presented the list of bids and bidders for Sanitary Sewer, Outfall Sewer, Storm and Paving - Section II, said bids having been received on May 16, 2012, and presented together with a letter of recommendation of the engineers for the District, and the Clerk was directed to attach a copy of the letter of recommendation together with a copy of the bid tabulation to these minutes. After reviewing the letter of recommendation submitted by the engineers and determining that each of the bids was accompanied by the required bid bond and/or certified check, contract and maintenance bond in the amount of 100% of the contract price, it was determined that the recommendation of the engineers was that the bid of Kersten Construction Inc., the low bidder in the amount of \$587,770.65 be accepted. After discussion, the following resolution was then duly made, seconded and upon a roll call vote of "aye" by the Trustees was adopted:

BE IT RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska that the bid of Kersten Construction, Inc. for the construction of Sanitary Sewer, Outfall Sewer, Storm and Paving - Section II in the amount of \$587,770.65 be and hereby is accepted and that the Chairman and Clerk be and they hereby are authorized and directed to execute the contract submitted in connection with said bid on behalf of the District.

The Chairman then presented the following statements for payment from the General Fund Account of the District:

- a) Lamp Rynearson & Associates for engineering services.  
 (#3) \$606.58
  
- b) Omaha Public Power District for electrical services. \$2,170.02

The Chairman then advised that Kuehl Capital Corporation will place \$2,776.60 in warrants at this time payable from the General Fund Account of the District, and that the charge for the placement of said warrants, in accordance with the financing agreement heretofore entered into between said fiscal agent and the District is four percent or \$111.06.

The Chairman then presented the statement of Lamp Rynearson & Associates for engineering services in connection with Sanitary Sewer, Outfall Sewer, Storm and Paving - Section II in the sum of \$21,855.75 and the Clerk was directed to attach a copy to these minutes.

The Chairman then brought the Board's attention to the fact that there was now due and owing Omaha Public Power District in connection with Underground Electric Service the sum of \$52,500.00, per the Underground Service Agreement entered into between the District and OPPD, which was approved by resolution at the meeting held May 30, 2012 and the Clerk was directed to attach a copy of said Agreement to these minutes.

The Chairman then presented the statement of Fullenkamp Doyle & Jobeun for legal services in connection with Underground Electric Service in the sum of \$2,895.02 and the Clerk was directed to attach a copy to these minutes.

The Chairman then advised that Kuehl Capital Corporation will place \$77,250.77 in warrants at this time payable from the Construction Fund Account of the District and that the charge for the placement of said warrants, in accordance with the financing agreement heretofore entered into between said fiscal agent and the District is four percent or \$3,090.03.

Then, upon a motion duly made, seconded and upon a roll call vote of "aye" by the Trustees, the following resolutions were adopted:

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Warrant Nos. 1001 through 1014, inclusive, of the District, to the following payees, for the following services and in the following amounts, said warrants to draw interest at the rate of 7% per annum, Warrant Nos. 1001 through 1003, inclusive, to be payable from the

General Fund Account of the District and to be redeemed no later than May 30, 2015; and Warrant Nos. 1004 through and 1014 to be payable from the Construction Fund Account of the District (interest to be payable on April 1 of each year) and to be redeemed no later than five years from the date hereof being May 30, 2017, 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:

- a) Warrant No. 1001 for \$606.58 to Lamp Rynearson & Associates Inc. for engineering services.
- b) Warrant No. 1002 for \$2,170.02 payable to Omaha Public Power District for electrical services.
- c) Warrant No. 1003 for \$111.06 payable to Kuehl Capital Corporation for the placement of General Fund warrants issued at this meeting.
- d) Warrant No. 1004 and 1005 each for \$10,000.00 and Warrant No. 1006 for \$1,855.75 all payable to Lamp Rynearson & Associates Inc connection with Sanitary Sewer, Outfall Sewer, Storm and Paving - Section II.
- e) Warrant No. 1007 through 1011, inclusive, each for \$10,000.00 and Warrant No. 1012 for \$2,500.00 all payable to Omaha Public Power District for Underground Electric Services.
- f) Warrant No. 1013 for \$2,895.02 payable to Fullenkamp Doyle & Jobeun for legal services in connection with Underground Electric Services.
- g) Warrant No. 1014 for \$3,090.03 payable to Kuehl Capital Corporation for the placement of Construction Fund warrants.

FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska, that both they and the district hereby find and determine and covenant, warrant and agree as follows: the improvements and/or facilities being financed or refinanced by the above Warrants are for essential governmental functions and are designed to serve members of the general public on an equal basis; all said improvements have from the time of their first acquisition and construction been owned, are owned and are to be owned by the District or another political subdivision; to the extent special assessments have been or are to be levied for any of said improvements, such special assessments have been or are to be levied under Nebraska law as a matter of general application to all

property specially benefited by said improvements in the District; the development of the land in the District is for residential or commercial use and the development of the land in the District for sale and occupation by the general public has proceeded and is proceeding with reasonable speed; other than any incidental use of said improvements by a developer during the initial period of development of said improvements, there have been, are and will be no persons with rights to use such improvements other than as members of the general public; none of the proceeds of said Bonds or any refinanced indebtedness have been or will be loaned to any private person or entity; the District hereby authorizes and directs the Chairperson or Clerk to file or cause to be filed, when due, an information reporting form pursuant to Section 149(e) of the Internal Revenue Code of 1986, as amended, pertaining to the above Warrants; and the District does not reasonably expect to sell or otherwise dispose of said improvements and/or facilities, in whole or in part, prior to the last maturity of the above Warrants.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 235 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 reasonable expect to issue warrants or bonds or other obligations aggregating in the principal amount of more than \$5,000,000 during the calendar year in which the above Warrants are to be issued.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska that this and the preceding Resolutions are hereby adopted as the Certificate with Respect to Arbitrage of the District pertaining to the above Warrants and the District and the Chairman and Clerk of the District hereby further certify, as of the date of the registration of the above Warrants with the County of Sarpy County, Nebraska, as follows:

1. No separate reserve or replacement fund has been or will be established with respect to the above Warrants. The District reasonably anticipates that monies in its Bond Fund reasonably attributable to the above Warrants in excess of the less of: (a) 10% of the net principal proceeds of the above Warrants, (b) the maximum

annual debt service due on the above Warrants, or (c) 125% of average annual debt service due on the above Warrants will be expended for payment of principal of and interest on the above Warrants 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 Warrants 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 on the above Warrants.

2. To the best of their knowledge, information and belief, the above exceptions 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, and under the Internal Revenue Code of 1986.

The Chairman then presented the engineer's estimate for the District to acquire from Marvale Farm LLC in the amount of \$33,015.45 for the acquisition of Sewer Easements/ROW Acquisition to construct the new sewers and paving to serve Sunridge West, together with an estimate of the total cost of said improvement prepared by Lamp Rynearson & Associates, engineers for the District, which cost estimate, including engineering fees, legal fees, fiscal fees, administration costs and other miscellaneous costs is in the sum of \$38,600.

After discussion, the Resolution contained in Exhibit "A", attached hereto and by this reference incorporated herein was duly introduced, seconded and upon a roll call vote of "aye" by the Trustees, was unanimously adopted; the Trustees then passed the following resolution:

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska that the hearing on the proposed Resolution of Advisability and Necessity for the District to acquire from Marvale Farm LLC in the amount of \$33,015.45 for the acquisition of Storm Easements/ROW Acquisition to construct the new sewers and paving to serve Sunridge West shall be held at 10333 So. 152<sup>nd</sup> Street, Omaha, Nebraska at 9:00 a.m. on June 20, 2012 at which time owners of property within the District who might become subject to assessment for the improvements contemplated by the

proposed Resolution of Necessity may appear and make objections to the proposed improvements and if a petition opposing the proposed Resolution of Advisability and Necessity, signed by the property owners representing a majority of the front footage which might become subject to assessments for the cost of said improvements, as set out in the Resolution, is filed with the Clerk of the District within three days before the date set for hearing on such Resolution, such Resolution shall not be passed.

BE IT FURTHER RESOLVED that the notice of said hearing shall be given by publication in the Bellevue Leader, a legal newspaper of Sarpy County, Nebraska for two consecutive weeks on June 6 and June 13, 2012, which publication shall contain the entire wording of the proposed Resolution and that notice shall be given by posting same in three consecutive places within the boundaries of the District as required by Section 31-745 R.R.S. and further, that the Clerk of the District shall give notice not less than seven days prior to said hearing to the Sarpy County Clerk of Papillion, Nebraska as required by Section 31-727.02 R.R.S.

The Chairman then presented the engineer's estimate for the District entering into a Water Extension Agreement with Metropolitan Utilities District for the construction of Interior Water Mains, together with an estimate of the total cost of said improvement prepared by Lamp Rynearson & Associates, engineers for the District, which cost estimate, including engineering fees, legal fees, fiscal fees, administration costs and other miscellaneous costs is in the sum of \$220,000.

After discussion, the Resolution contained in Exhibit "B", attached hereto and by this reference incorporated herein was duly introduced, seconded and upon a roll call vote of "aye" by the Trustees, was unanimously adopted; the Trustees then passed the following resolution:

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska that the hearing on the proposed Resolution of Advisability and Necessity for the District entering into a Water Main Extension Agreement with Metropolitan Utilities District for the construction of Interior Water Mains shall be held at 10333 So. 152<sup>nd</sup> Street, Omaha, Nebraska at 9:00 a.m. on June 20, 2012 at which time owners of property within the District who might become subject to assessment for the improvements contemplated by the proposed Resolution of Necessity may appear and make objections to the proposed improvements and if a petition opposing the proposed Resolution of Advisability and Necessity, signed by the property owners representing a majority of the front

footage which might become subject to assessments for the cost of said improvements, as set out in the Resolution, is filed with the Clerk of the District within three days before the date set for hearing on such Resolution, such Resolution shall not be passed.

BE IT FURTHER RESOLVED that the notice of said hearing shall be given by publication in the Bellevue Leader, a legal newspaper of Sarpy County, Nebraska for two consecutive weeks on June 6 and June 13, 2012, which publication shall contain the entire wording of the proposed Resolution and that notice shall be given by posting same in three consecutive places within the boundaries of the District as required by Section 31-745 R.R.S. and further, that the Clerk of the District shall give notice not less than seven days prior to said hearing to the Sarpy County Clerk of Papillion, Nebraska as required by Section 31-727.02 R.R.S.

The Chairman then presented the Agreement for Street Lighting between the District and Omaha Public Power District. Following review, it was unanimously agreed upon to have the Chairman and Clerk execute said Agreement and the Clerk was directed to attach a copy to these minutes.

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



Loren Johnson, Chairman



Jim Emmons, Clerk



3.2 Prior to commencement of work hereunder by OPPD, SID shall complete the final grading of all lots listed on Exhibit "A", and shall mark all lots with readily identifiable markers (such as "T" posts and lot number indicators) satisfactory to OPPD. SID shall reimburse OPPD for all costs incurred in the relocation of Facilities due to a change of grade or plat.

3.3 OPPD reserves the right to require installation of conduit for Facilities, for an additional charge to be paid by SID, if OPPD encounters unreasonable obstacles during installation, including but not limited to retaining walls, decks, sidewalks and driveways.

3.4 OPPD will, as needed, at its expense install non-metallic conduit for Facilities beneath paved surfaces. SID will coordinate the location of conduit with OPPD installation as to avoid obstacles, including but not limited to sanitary sewers and storm sewer inlets.

3.5 OPPD shall not commence installation of Facilities until the equipment of service suppliers with which OPPD does not coordinate installation of the Facilities, including but not limited to gas and water suppliers, has been installed; provided, however, at the written request of the SID, OPPD will install the Facilities prior to completion of installation by the aforesaid suppliers and, in such event, SID shall reimburse OPPD for damage to, relocation or replacement of the Facilities arising from the installation of equipment by such suppliers and shall defend, indemnify and hold harmless OPPD and its contractors and employees in connection therewith.

**4. Service During Construction.** If SID requires electric service during construction, or if dwellings are constructed within the SID before commencement of installation of the Facilities under the terms of this Agreement, then SID shall arrange for appropriate temporary facilities to supply electric power at the OPPD installation rates then in effect, and shall pay OPPD for such temporary facilities prior to the installation thereof.

**5. Payment.**

5.1 Prior to commencement of installation of the Facilities, SID shall pay OPPD the sum of \$750 per lot for each of the lots listed in Exhibit "A", for a total payment of \$52,500.

5.2 If SID or an individual lot owner within SID constructs a qualifying all-electric home, then, on a case-by-case basis, OPPD will reimburse the per lot installation fee once it verifies installation of qualifying all-electric appliances. For purposes of this paragraph 5(b), "all-electric home" shall mean a home that is constructed with an electric-powered furnace, water heater, stove/oven and clothes dryer.

**6. Property Rights.**

6.1 SID shall grant to or secure for OPPD such easements or other property rights deemed necessary by OPPD in its sole discretion for the installation, operation and maintenance of the Facilities.

6.2 The easement (or other instrument) shall prohibit installation of any permanent buildings, structures, trees, rock walls, retaining walls or other obstructions within the easement area. The area within which the Facilities are installed may be used for gardens and shrubbery that do not interfere with the operation and maintenance of the Facilities.

**7. Interruption of OPPD Work.** If, after notice of the Ready Date, the installation of the Facilities is delayed due to a cause other than the fault of OPPD or a Force Majeur Event (as hereinafter defined), then, for each such incident, SID shall pay to OPPD the sum of \$1,000 in order to compensate OPPD for interruption of its construction forces.

**8. Street Lighting.** SID may request the installation of facilities by OPPD for streetlights. OPPD and SID shall enter into a separate agreement for the installation of such facilities upon approval by appropriate authorities and coordination of necessary pre-construction requirements by SID.

**9. Force Majeur.** Neither party shall be responsible for delays in installation of the Facilities that result from unforeseeable causes beyond the reasonable control of a party, including but not limited to floods, labor disputes and material shortages ("Force Majeur Event").

**10. Indemnification.** To the maximum extent permitted by law, SID shall indemnify and defend OPPD, and its directors, officers, and employees, from and against all claims, suits, liability, expense or damage, including reasonable attorney's fees and court costs, (collectively, "Claims") for damage to property, injury to persons (including death), and any other Claims arising from the negligence or intentional wrongdoing of the SID, or any of its contractors, officers, agents or employees; provided, however, the indemnification provided hereunder shall not apply if such claims, suits, liability, expense or damage are caused solely by the negligence of a person or entity indemnified hereunder. Neither party shall be liable for any punitive, consequential, or incidental damages, or lost profits.

**11. Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns; provided, neither party may assign or otherwise transfer this Agreement or the rights or privileges herein granted to a third party without the prior written consent of the other party.

**12. Notices.** All notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by facsimile transmission followed by written confirmation of receipt, sent by overnight commercial air courier or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at their addresses or facsimile numbers set forth on Exhibit "B" hereto (which exhibit may be changed by time to time by notice of either party).

**13. Governing Law.** This Agreement shall be governed by and interpreted in accordance with Nebraska law, without regard to its conflict of laws principles.

**14. Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. All prior agreements, representations, statements, and negotiations are hereby superseded. This Agreement may be amended only by writing executed by both parties. SID represents and warrants that the execution of this Agreement has been authorized by a resolution of its Board of Trustees, and that the SID is fully empowered to enter into this Agreement with OPPD.

The outer boundaries of the area which may be subject to special assessments for said improvement are proposed to be the same as the outer boundaries of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska.

Said plans and specifications have been reviewed by Lamp Rynearson & Associates, engineers for the District and said engineers have filed with the Clerk of the District, prior to the first publication of this Resolution, an estimate of the total costs of said improvement, including engineering fees, legal fees, fiscal fees, interest and other miscellaneous costs, which estimate is in the sum of \$87,580.60.

To pay the cost of said improvement the Board of Trustees shall have the power to issue negotiable bonds of the District after such improvements have been completed and accepted; said bonds to be called "Sanitary and Improvement District Bonds" and shall be payable and bear interest as provided by the Statutes of the State of Nebraska.

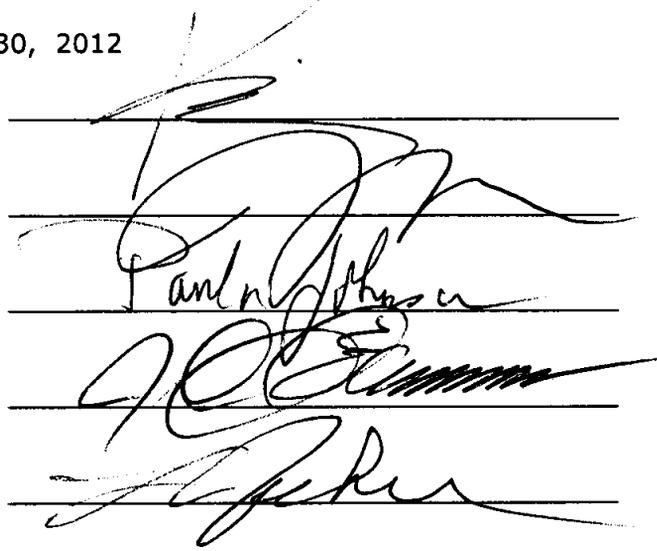
The Board of Trustees shall assess to the extent of special benefits, the cost of such improvements upon properties specially benefitted thereby. All special assessments which may be levied upon the properties specially benefitted by such improvements shall, when collected, be set aside and constitute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



ACKNOWLEDGMENT OF RECEIPT OF  
NOTICE OF MEETING

The undersigned Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska do hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said District and the agenda for such meeting held at 9:00 a.m. on May 30, 2012 at 11440 West Center Road, Omaha, Nebraska.

DATED: May 30, 2012



The image shows three handwritten signatures in black ink, each written over a horizontal line. The first signature is at the top, the second in the middle, and the third at the bottom. The middle signature is clearly legible as "Paul Johnson". The other two signatures are more stylized and difficult to read.

CERTIFICATE

The undersigned being Clerk of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska hereby certifies that Notice of a Meeting of the Board of Trustees of said District held on May 30, 2012 was mailed to the Sarpy County Clerk at least seven days prior to the date of said meeting.

The undersigned further certifies that the agenda for the meeting of the Board of Trustees of said District was prepared and available for public inspection at the address designated in the notice of meeting published in The Bellevue Leader on May 16 and May 23, 2012 and that no items were added to the agenda after the commencement of the meeting; and further, that the minutes for the meeting were available for public inspection within ten (10) days of the date of said meeting and that a copy of the minutes of this meeting were sent to the Sarpy County Clerk within thirty days from the date of this meeting.

  
Clerk

CERTIFICATE

The undersigned, Clerk of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska does hereby certify that notice was posted in three conspicuous places within the District with regard to Resolution of Necessity for the District entering into an Underground Service Agreement for the construction Underground Electric Service.

  
Clerk

# The Omaha World-Herald Ad Order Confirmation

## Ad Content

FULLENKAMP, DOYLE & JOBEUN  
11440 WEST CENTER ROAD  
OMAHA, NEBRASKA 68144

SANITARY AND IMPROVEMENT DISTRICT NO. 235  
OF SARPY COUNTY, NEBRASKA

### NOTICE

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska will be held at 9:00 A.M. on May 30, 2012 at 10333 South 152nd Street, Omaha, Nebraska, which meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for public inspection at 11440 West Center Road, Omaha, Nebraska and includes the payment of bills of the District and the consideration and passing or amending and passing the following Resolution, to-wit:

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to enter into an Underground Service Agreement with Omaha Public District for the construction of an improvement within the boundaries of the District, said improvement to be designated as Underground Electrical Service and shall be constructed as follows:

### UNDERGROUND SERVICE AGREEMENT

OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska ("OPPD") and SANITARY IMPROVEMENT DISTRICT NO. 235 of Sarpy County ("SID") agree as follows:

#### 1. Installation of Facilities.

1.1 In accordance with the terms and conditions of this Agreement, OPPD shall install underground electric service distribution lines, underground individual service lines, and related equipment ("Facilities") to serve 70 single family dwelling units in the SID, also known as Sunridge West, constructed or to be constructed on the individual lots listed on the attached Exhibit "A".

1.2 Underground service lines from underground distribution lines to individual lots or dwelling units will be provided by OPPD from a point of connection on the dwelling unit to OPPD's nearest point of power supply.

#### 2. Timing and Coordination

2.1 Simultaneously with execution of this Agreement, SID shall provide to OPPD written notice as to the earliest date that improvements within the SID will be ready for installation of the Facilities ("Ready Date").

2.2 OPPD may commence installation of the Facilities anytime after the Ready Date, provided all other conditions of this Agreement first have been met by SID.

2.3 In order to minimize construction costs and avoid disruption of the Facilities, OPPD and SID agree that the Facilities shall be installed by OPPD in coordination with the installation work of other service suppliers, including but not limited to cable television and telecommunications suppliers (collectively, "Third Party Suppliers"). SID understands that OPPD will allow Third Party Suppliers a reasonable period of time to commence installation of their facilities, but OPPD will not unreasonably postpone installation of the OPPD Facilities addressed in this Agreement in order to coordinate the installation work of Third Party Suppliers.

2.4 Installation of the Facilities will commence at a point within the SID as mutually agreed between the parties. OPPD shall not be required to install the Facilities in sections smaller than deemed economical by OPPD, in its sole discretion, and shall complete the installation of the Facilities only to the point required to supply permanent electric service to constructed dwelling units built on lots contained within the boundaries depicted on the attached Exhibit "A".

#### 3. Site Preparation

3.1 Prior to commencement of work hereunder by OPPD, SID shall, at its sole expense, remove all trees, vegetation, and other surface or subsurface obstructions that may interfere with the installation of the Facilities, or that may pose a hazard to the future maintenance of the Facilities, as determined by OPPD in its sole discretion.

3.2 Prior to the commencement of work hereunder by OPPD, SID shall complete the final grading of all lots listed on Exhibit "A", and shall mark all lots with readily identifiable markers (such as "T" posts and lot number indicators) satisfactory to OPPD. SID shall reimburse OPPD for all costs incurred in the relocation of Facilities due to a change of grade or plat.

3.3 OPPD reserves the right to require installation of conduit for Facilities, for an additional charge to be paid by SID, if OPPD encounters unreasonable obstacles during installation, including but not limited to retaining walls, decks, sidewalks and driveways.

3.4 OPPD will, as needed, at its expense install non-metallic conduit for Facilities beneath paved surfaces. SID will coordinate the location of conduit with OPPD installation as to avoid obstacles, including but not limited to sanitary sewers and storm sewer inlets.

3.5 OPPD shall not commence installation of Facilities until the equipment of service suppliers with which OPPD does not coordinate installation of the Facilities, including but not limited to gas and water suppliers, has been installed; provided, however, at the written request of the SID, OPPD will install the Facilities prior to completion of installation by the aforesaid suppliers and, in such event, SID shall reimburse OPPD for damage to, relocation or replacement of the Facilities arising from the installation of equipment by such suppliers and shall defend, indemnify and hold harmless OPPD and its contractors and employees in connection therewith.

#### 4. Service During Construction

4.1 If SID requires electric service during construction of dwellings are constructed within the SID before commencement of installation of the Facilities under the terms of this Agreement, then SID shall arrange for appropriate temporary facilities to supply electric power at the OPPD installation rates then in effect, and shall pay OPPD for such temporary facilities prior to the installation thereof.

#### 5. Payment

5.1 Prior to commencement of installation of the Facilities, SID shall pay OPPD the sum of \$750 per lot for each of the lots listed in Exhibit "A", for a total payment of \$52,500.

5.2 If SID or an individual lot owner within SID constructs a qualifying all-electric home, then, on a case-by-case basis, OPPD will reimburse the per lot installation fee

5/10/2012 11:14:35AM

**Ad Number** 0001513950-01

**Sales Rep.** jerwin

**Order Taker** jerwin

**Ad Type** SNI Legals Semi D

**Ad Size**  
: 2.0 X 175 Li

**PO Number** SID 235

**Color** B&W

**Promo Type**

**Customer**

FULLENKAMP, DOYLE & JOBE

**Customer Account**

40972

**Customer Address**

ATTN: BRIANNA M JOHNSON,  
OMAHA NE 68144 USA

**Customer Phone**

(402)334-0700

**Ordered By**

**Special Pricing**

None

**Invoice Text**

SID 235

**Materials**

**Ad Order Notes**

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

<b>Net Amount</b>	<b>Total Amount</b>
\$269.51	\$269.51

**Payment Method**

<b>Payment Amount</b>	<b>Amount Due</b>
\$0.00	\$269.51

# The Omaha World-Herald Ad Order Confirmation

once it verifies installation of qualifying all-electric appliances. For purposes of this paragraph (b), "all-electric home" shall mean a home that is constructed with an electric-powered furnace, water heater, stove/oven and clothes dryer.

## 6. Property Rights.

6.1 SID shall grant to or secure for OPPD such easements or other property rights deemed necessary by OPPD in its sole discretion for the installation, operation and maintenance of the Facilities.

6.2 The easement (or other instrument) shall prohibit installation of any permanent buildings, structures, trees, rock walls, retaining walls or other obstructions within the easement area. The area within which the Facilities are installed may be used for gardens and shrubbery that do not interfere with the operation and maintenance of the Facilities.

7. **Interruption of OPPD Work.** If, after notice of the Ready Date, the installation of the Facilities is delayed due to a cause other than the fault of OPPD or a Force Majeur Event (as hereinafter defined), then, for each such incident, SID shall pay to OPPD the sum of \$1,000 in order to compensate OPPD for interruption of its construction forces.

8. **Street Lighting.** SID may request the installation of facilities by OPPD for streetlights. OPPD and SID shall enter into a separate agreement for the installation of such facilities upon approval by appropriate authorities and coordination of necessary pre-construction requirements by SID.

9. **Force Majeur.** Neither party shall be responsible for delays in installation of the Facilities that result from unforeseeable causes beyond the reasonable control of a party, including but not limited to floods, labor disputes and material shortages ("Force Majeur Event").

10. **Indemnification.** To the maximum extent permitted by law, SID shall indemnify and defend OPPD, and its directors, officers, and employees, from and against all claims, suits, liability, expense or damage, including reasonable attorney's fees and court costs, (collectively, "Claims") for damage to property, injury to persons (including death), and any other Claims arising from the negligence or intentional wrongdoing of the SID, or any of its contractors, officers, agents or employees; provided, however, the indemnification provided hereunder shall not apply if such claims, suits, liability, expense or damage are caused solely by the negligence of a person or entity indemnified hereunder. Neither party shall be liable for any punitive, consequential, or incidental damages, or lost profits.

11. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns; provided, neither party may assign or otherwise transfer this Agreement or the rights or privileges herein granted to a third party without the prior written consent of the other party.

12. **Notices.** All notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by facsimile transmission followed by written confirmation of receipt, sent by overnight commercial air courier or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at their addresses or facsimile numbers set forth on Exhibit "B" hereto (which exhibit may be changed by time to time by notice of either party).

13. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with Nebraska law, without regard to its conflict of laws principles.

14. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. All prior agreements, representations, statements, and negotiations are hereby superseded. This Agreement may be amended only by writing executed by both parties. SID represents and warrants that the execution of this Agreement has been authorized by a resolution of its Board of Trustees, and that the SID is fully empowered to enter into this Agreement with OPPD.

The outer boundaries of the areas which may be subject to special assessments for said improvement are proposed to be the same as the outer boundaries of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska.

Said plans and specifications have been reviewed by Lamp Rynearson & Associates, engineers for the District and said engineers have filed with the Clerk of the District, prior to the first publication of this Resolution, an estimate of the total costs of said improvement, including engineering fees, legal fees, fiscal fees, interest and other miscellaneous costs, which estimate is in the sum of \$67,580.60.

To pay the cost of said improvement the Board of Trustees shall have the power to issue negotiable bonds of the District after such improvements have been completed and accepted; said bonds to be called "Sanitary and Improvement District Bonds" and shall be payable and bear interest as provided by the Statutes of the State of Nebraska.

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

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

SANITARY AND IMPROVEMENT DISTRICT  
NO. 235 OF SARPY COUNTY, NEBRASKA

By: Loren Johnson, Chairman  
Jim Emmons, Clerk  
1513950; 5/16 & 5/23

<u>Product Information</u>	<u>Placement/Classification</u>	<u>Run Dates</u>	<u># Inserts</u>	<u>Cost</u>
SNI Classified::	Bellevue Legals	5/16/2012, 5/23/2012	2	\$269.51
	SNI Legals Bellevue-Appears			

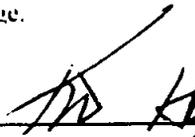
# AFFIDAVIT OF PUBLICATION

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, April 25, 2012 Bellevue Leader  
 Hereafter, Wednesday, May 2, 2012 Bellevue Leader  
 Hereafter, Wednesday, May 9, 2012 Bellevue Leader

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

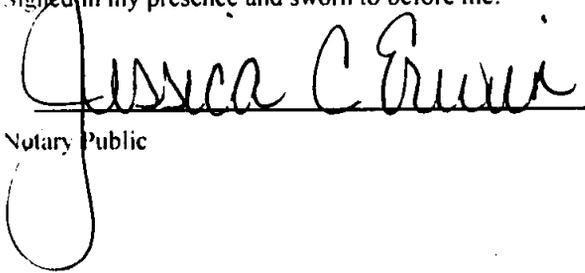
### SANITARY AND IMPROVEMENT DISTRICT NO. 235 (SUNRIDGE) OF SARPY COUNTY, NEBRASKA

Sealed proposals will be received in the office of Lamp, Ryneason & Associates, Inc., 14710 West Dodge Road, Suite 100, Omaha, Nebraska, 68154, until 4:30 P.M., on the 16th day of May 2012, for the furnishing of all labor, materials, use of Contractor's equipment and all else necessary to construct properly all the improvements for the project designated as SANITARY SEWER, OUTFALL SEWER, STORM AND PAVING, SECTION II, SUNRIDGE WEST, LOTS 1 THRU 70, Sanitary and Improvement District No. 235 of Sarpy County, Nebraska.

At such hour, or as soon as practicable thereafter, the proposals will be publicly opened, read aloud and tabulated. Proposals received will be considered for the furnishing of such labor, materials, and equipment necessary for the proper construction of such improvements.

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

Today's Date 05-08-2012  
 Signed in my presence and sworn to before me:

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

#### APPROXIMATE QUANTITIES

SANITARY		APPROXIMATE QUANTITIES	
1	CLEARING AND GRUBBING GENERAL	1	LS
2	CONSTRUCT 6" SANITARY SEWER PIPE	2,070	LF
3	CONSTRUCT 8" SANITARY SEWER PIPE	2,620	LF
4	CONSTRUCT 54" I.D. SANITARY MANHOLE (12 EA)	150	VF
5	CONSTRUCT 8" X 8" WYE	62	EA
6	CONSTRUCT 6" MANHOLE STUBOUT	8	EA
7	CONSTRUCT 8" SANITARY SERVICE RISER (5 EA)	20	VF
8	CONSTRUCT 8" PIPE BEDDING	2,070	LF
9	CONSTRUCT 8" PIPE BEDDING	2,620	LF
10	CONSTRUCT MANHOLE RING COLLAR	1	EA
11	EXTERNAL FRAME SEAL	1	EA
12	STABILIZATION TRENCH W/ CRUSHED LIMESTONE	200	TN
13	EXCAVATION FOR EXTRA DEEP SANITARY SEWER	450	V F
14	CONSTRUCT SILT FENCE	400	LF
15	CLEANOUT SILT BASIN	1,000	CY
16	CLEANOUT SILT FENCE	400	LF
17	SEEDING - TYPE "TEMPORARY SEED MIX"	1	AC
18	MULCHING	1	AC
19	CONSTRUCT ROCK ACCESS ROAD	50	TN
20	ROLLED EROSION CONTROL, TYPE II	200	SY
<b>STORM</b>			
1	CLEARING AND GRUBBING GENERAL	1	LS
2	GENERAL GRADING AND SHAPING	1	LS
3	REMOVE 21" TO 24" SEWER PIPE	20	LF
4	REMOVE FLARED END SECTION (24" TO 36")	1	EA
5	REMOVE FLARED END SECTION (36" TO 48")	1	EA
6	CONSTRUCT 18" R.C.P., CLASS III	680	LF
7	CONSTRUCT 24" R.C.P., CLASS III	770	LF
8	CONSTRUCT 30" R.C.P., CLASS III	60	LF
9	CONSTRUCT 36" R.C.P., D(0.01) = 1,350	30	LF
10	CONSTRUCT 42" R.C.P., D(0.01) = 1,350	70	LF
11	CONSTRUCT 54" I.D. MANHOLE (2 EA)	15	VF
12	CONSTRUCT 54" I.D. TYPE II AREA INLET (2 EA)	20	VF
13	CONSTRUCT 24" I.D. CONNECTION TO EXISTING PIPE	1	EA
14	CONSTRUCT 42" I.D. CONNECTION TO EXISTING PIPE	1	EA
15	CONSTRUCT 18" PIPE BEDDING	660	LF
16	CONSTRUCT 24" PIPE BEDDING	770	LF
17	CONSTRUCT 30" PIPE BEDDING	60	LF
18	CONSTRUCT 36" PIPE BEDDING	30	LF
19	CONSTRUCT 42" PIPE BEDDING	70	LF
20	CONSTRUCT 18" R.C. FLARED END SECTION W/BAR GRATE	1	EA
21	CONSTRUCT 30" R.C. FLARED END SECTION W/BAR GRATE	1	EA
22	CONSTRUCT 36" R.C. FLARED END SECTION W/BAR GRATE	1	EA
23	CONSTRUCT 42" R.C. FLARED END SECTION W/BAR GRATE	1	EA
24	CONSTRUCT TIMBER PIPE SUPPORT (15" - 48")	1	EA
25	CONSTRUCT TEMPORARY 15" HOPE IN FT DIVERSION	1	EA

Printer's Fee \$ 345 03  
 Customer Number: 40972  
 Order Number: 0001506473

12	CONSTRUCT 54" I.D. TYPE II AREA INLET (2 EA)	20	VF
13	CONSTRUCT 24" I.D. CONNECTION TO EXISTING PIPE	1	EA
14	CONSTRUCT 42" I.D. CONNECTION TO EXISTING PIPE	1	EA
15	CONSTRUCT 18" PIPE BEDDING	660	LF
16	CONSTRUCT 24" PIPE BEDDING	770	LF
17	CONSTRUCT 30" PIPE BEDDING	60	LF
18	CONSTRUCT 36" PIPE BEDDING	30	LF
19	CONSTRUCT 42" PIPE BEDDING	70	LF
20	CONSTRUCT 18" R.C. FLARED END SECTION W/BAR GRATE	1	EA
21	CONSTRUCT 30" R.C. FLARED END SECTION W/BAR GRATE	1	EA
22	CONSTRUCT 36" R.C. FLARED END SECTION W/BAR GRATE	1	EA
23	CONSTRUCT 42" R.C. FLARED END SECTION W/BAR GRATE	1	EA
24	CONSTRUCT TIMBER PIPE SUPPORT (15" - 48")	1	EA
25	CONSTRUCT TEMPORARY 15" HDPE INLET DIVERSION	3	EA
26	STABILIZE TRENCH W/ CRUSHED LIMESTONE	200	TN
27	CONSTRUCT MANHOLE RING COLLAR	1	EA
28	EXTERNAL FRAME SEAL	1	EA
29	GABION BASKET AND REVET MATRESS	36	CY
30	ROLLED EROSION CONTROL, TYPE II	500	SY
31	SEEDING - TYPE "DRAINAGEWAYS"	1	AC
32	CONSTRUCT ROCK RIP-RAP - TYPE "B"	60	TON
33	CONSTRUCT SILT FENCE	500	LF
34	CLEANOUT SILT BASIN	1,000	CY
35	CLEANOUT SILT FENCE	500	LF
36	CONSTRUCT ROCK ACCESS ROAD	50	TN
37	SEEDING - TYPE "TEMPORARY SEED MIX"	1	AC
38	OFF-SITE STORM SEWER MOBILIZATION	1	LS
<b>PAVING</b>			
1	7" CONCRETE PAVEMENT - TYPE L65	9,290	SY
2	COMMON EARTH EXCAVATION	3,097	CY
3	EARTHWORK	390	CY
4	CONSTRUCT REINFORCED CURB INLET - TYPE I	5	EA
5	CONSTRUCT REINFORCED CURB INLET - TYPE III	6	EA
6	CONSTRUCT 4" CONCRETE SIDEWALK	3,900	SF
7	CONSTRUCT CURB RAMP WITH DETECTABLE WARNING	2	EA
8	CONSTRUCT BURIED LUG HEADER	2	EA
9	CONSTRUCT THICKENED EDGE PAVEMENT	125	LF
10	ADJUST MANHOLE TO GRADE (11 SAN & 1 STM)	12	EA
11	EXTERNAL FRAME SEAL (11 SAN & 1 STM)	12	EA
12	SAW CUT - FULL DEPTH	50	LF
13	REMOVE BARRICADE	2	EA
14	REMOVE PAVEMENT	30	SY
15	REMOVE TEMPORARY 15" HDPE DIVERSION	3	EA
16	CONSTRUCT BARRICADE	2	EA
17	JET EXISTING SEWER	2,380	LF
<b>SANITARY SEWER OUTFALL</b>			
1	CLEARING AND GRUBBING GENERAL	1	LS
2	CONSTRUCT 8" SANITARY SEWER PIPE	455	LF
3	CONSTRUCT 10" SANITARY SEWER PIPE	1,525	LF
4	CONSTRUCT 8" PIPE BEDDING	455	LF
5	CONSTRUCT 10" PIPE BEDDING	1,525	LF
6	CONSTRUCT 54" I.D. SANITARY MANHOLE (5 EA)	50	VF
7	CONSTRUCT 8" CONNECTION TO EXISTING STRUCTURE	1	EA
8	CONSTRUCT 10" CONNECTION TO EXISTING STRUCTURE	1	EA
9	EXTERNAL FRAME SEAL	6	EA
10	CONSTRUCT EXTENDED CONCRETE RING AND COLLAR	6	EA
11	SEEDING - TYPE "TEMPORARY SEED MIX"	1	AC
12	CONSTRUCT SILT FENCE	1,430	LF
13	CLEANOUT SILT FENCE	1,430	LF
14	STABILIZATION TRENCH W/ CRUSHED LIMESTONE	120	TN
15	EXPLORATORY EXCAVATION	8	HR
16	OUTFALL SEWER MOBILIZATION	1	LS

The Engineer's estimate of the construction or other effectuation of all of such improvements is \$633,491.66.

All proposals must be submitted on bid forms furnished by Lamp, Ryneerson & Associates, Inc., and must be accompanied by a bid bond executed by a duly licensed corporate surety or a certified check or bank check drawn on a bank whose deposits are insured by the F.D.I.C., in the amount not less than THIRTY-ONE THOUSAND, SEVEN HUNDRED AND NO/100 DOLLARS (\$31,700.00), payable without condition to Sanitary and Improvement District No. 235, as security that the bidder to whom the contract may be awarded will enter into a contract to build the improvements in accordance with this Notice to Contractor and will give a contract and maintenance bond in the amount of 100% of the total contract price, all as provided in the specifications. Checks accompanying proposals not accepted shall be returned to the bidders.

All proposals must be enclosed in an envelope, sealed and addressed to Sanitary and Improvement District No. 235 and shall be marked "PROPOSAL FOR SANITARY SEWER, OUTFALL SEWER, STORM AND PAVING, SECTION II, SUNRIDGE WEST, LOTS 1 THRU 70" with the bidder's name and address on said envelope. The Bid Security shall be in a separate sealed envelope attached to the Proposal envelope and shall be marked "BID SECURITY" with the project identified thereon. Proposals received after the above time shall be returned unopened to the bidder submitting the proposal.

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

The work herein provided shall be done under written contract with the responsible bidder submitting the lowest acceptable bid in strict accordance with the requirements of the plans and specifications and as provided by law.

Plans, specifications and contract documents governing the above-referenced project, as prepared by Lamp, Ryneerson & Associates, Inc., are hereby made a part of this Notice. The proposed contract shall be executed in compliance therewith. Copies of said plans and specifications must be purchased by interested bidders at the office of Lamp, Ryneerson & Associates, Inc., 14710 West Dodge Road, Omaha, Nebraska 68154, upon the payment of \$20.00 (prepaid) if picked up, and \$30.00 (prepaid) if mailed, which no part will be refunded.

Sanitary and Improvement District No. 235 of Sarpy County, Nebraska, reserves the right to waive informalities and to reject all or any bids.

SANITARY & IMPROVEMENT DISTRICT NO. 235  
OF SARPY COUNTY, NEBRASKA

By: JIM EMMONS, CLERK  
1506473; 4/25, 5/2 & 5/9



**LAMP RYNEARSON  
& ASSOCIATES**  
ENGINEERS | SURVEYORS | PLANNERS

14710 W. Dodge Rd., Ste. 100  
Omaha, Nebraska 68154  
[P] 402.496.2498  
[F] 402.496.2730  
www.LRA-Inc.com

May 17, 2012

Chairman and Board of Trustees  
Sanitary and Improvement District No. 235  
of Sarpy County, Nebraska  
c/o Mr. Brian Doyle, Attorney  
Fullenkamp, Doyle & Jobeun  
11440 West Center Road, Suite C  
Omaha, NE 68144

REFERENCE: S.I.D. No. 235 (Sunridge)  
Sanitary Sewer, Outfall Sewer, Storm and Paving, Section II  
Sunridge West, Lots 1 Thru 70  
LRA Job No. 0109117.11-030/033/040/050

Dear Members of the Board:

Enclosed are the tabulation of bids and a copy of the proposal of the low bidder for the above-referenced project. Kersten Construction, Inc. submitted the low bid of \$587,770.65.

The low bidder has previously successfully completed this type of work for our clients and is qualified to complete this project within the required contract time. We recommend award of the contract to Kersten Construction, Inc.

Please inform us if award of the contract is to be made, so that we may prepare the necessary contracts.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

  
John Coolidge, P.E.  
Senior Project Manager

Enclosures

c: Loren Johnson

\\SL\Engineering\0109117\ADMIN\Sarpy Outfall Storm Paving II\BIDPROP Kersten 120517.docx

Leaving a Legacy of Enduring Improvements to Our Communities - PURPOSE STATEMENT

ENGINEERS SURVEYORS PLANNERS

(1)

# ADDENDUM NO. 1

## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

SANITARY & IMPROVEMENT DISTRICT NO. 235  
OF SARPY, COUNTY NEBRASKA (SUNRIDGE)  
c/o Lamp, Rynearson & Associates, Inc.  
14710 West Dodge Road, Suite 100  
Omaha, NE 68154-2027

SANITARY SEWER, OUTFALL SEWER, STORM AND PAVING, SECTION II  
SUNRIDGE WEST, LOTS 1 THRU 70  
183RD STREET AND HARRISON STREET  
0109117.11-030/033/040/050/330/333/340/350

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ~~60~~30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Initials</u>
ONE	May 8, 2012	EUK
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous

Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITIES		UNIT PRICE	AMOUNT
<b>SANITARY</b>					
1	CLEARING AND GRUBBING GENERAL	1	LS	0.00	0.00
2	CONSTRUCT 6" SANITARY SEWER PIPE	2,070	LF	15.33	32,575.10
3	CONSTRUCT 8" SANITARY SEWER PIPE	2,620	LF	18.00	47,160.00
4	CONSTRUCT 54" I.D. SANITARY MANHOLE (12 EA)	150	VF	221.20	33,180.00
5	CONSTRUCT 8" X 6" WYE	62	EA	50.30	3,118.60
6	CONSTRUCT 6" MANHOLE STUBOUT	8	EA	85.00	680.00
7	CONSTRUCT 6" SANITARY SERVICE RISER (5 EA)	20	VF	28.00	560.00
8	CONSTRUCT 6" PIPE BEDDING	2,070	LF	1.00	2,070.00
9	CONSTRUCT 8" PIPE BEDDING	2,620	LF	1.60	4,192.00
10	CONSTRUCT MANHOLE RING COLLAR	1	EA	190.00	190.00
11	EXTERNAL FRAME SEAL	1	EA	407.00	407.00
12	STABILIZATION TRENCH W/ CRUSHED LIMESTONE	200	TN	0.10	20.00
13	EXCAVATION FOR EXTRA DEEP SANITARY SEWER	450	VF-LF	3.75	1,687.50
14	CONSTRUCT SILT FENCE	400	LF	2.30	920.00
15	CLEANOUT SILT BASIN	1,000	CY	1.25	1,250.00
16	CLEANOUT SILT FENCE	400	LF	1.10	440.00
17	SEEDING - TYPE "TEMPORARY SEED MIX"	1	AC	330.00	330.00
18	MULCHING	1	AC	495.00	495.00
19	CONSTRUCT ROCK ACCESS ROAD	50	TN	18.10	905.00
20	ROLLED EROSION CONTROL, TYPE II	200	SY	1.45	290.00
21	HAUL OFF UNSUITABLE MATERIAL	500	CY	7.00	3,500.00
22	EARTHWORK (BORROW)	500	CY	7.40	3,700.00
<b>SUBTOTAL SANITARY</b>					<b>138,070.20</b>
<b>STORM</b>					
1	CLEARING AND GRUBBING GENERAL	1	LS	360.00	360.00
2	GENERAL GRADING AND SHAPING	1	LS	1200.00	1200.00
3	REMOVE 21" TO 24" SEWER PIPE	20	LF	10.00	200.00
4	REMOVE FLARED END SECTION (24" TO 36")	1	EA	100.00	100.00
5	REMOVE FLARED END SECTION (38" TO 48")	1	EA	100.00	100.00

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITIES		UNIT PRICE	AMOUNT
6	CONSTRUCT 18" R.C.P., CLASS III	660	LF	22.70	14,982.00
7	CONSTRUCT 24" R.C.P., CLASS III	770	LF	30.40	23,408.00
8	CONSTRUCT 30" R.C.P., CLASS III	60	LF	45.30	2,718.00
9	CONSTRUCT 36" R.C.P., D(0.01) = 1,350	30	LF	49.90	1,497.00
10	CONSTRUCT 42" R.C.P., D(0.01) = 1,350	70	LF	69.00	4,830.00
11	CONSTRUCT 54" I.D. MANHOLE (2 EA)	15	VF	295.00	4,425.00
12	CONSTRUCT 54" I.D. TYPE II AREA INLET (2 EA)	20	VF	276.00	5,520.00
13	CONSTRUCT 24" I.D. CONNECTION TO EXISTING PIPE	1	EA	225.00	225.00
14	CONSTRUCT 42" I.D. CONNECTION TO EXISTING PIPE	1	EA	350.00	350.00
15	CONSTRUCT 18" PIPE BEDDING	660	LF	3.20	2,112.00
16	CONSTRUCT 24" PIPE BEDDING	770	LF	3.20	2,464.00
17	CONSTRUCT 30" PIPE BEDDING	60	LF	4.00	240.00
18	CONSTRUCT 36" PIPE BEDDING	30	LF	5.90	177.00
19	CONSTRUCT 42" PIPE BEDDING	70	LF	6.20	434.00
20	CONSTRUCT 18" R.C. FLARED END SECTION W/BAR GRATE	1	EA	1139.00	1139.00
21	CONSTRUCT 30" R.C. FLARED END SECTION W/BAR GRATE	1	EA	1348.00	1348.00
22	CONSTRUCT 36" R.C. FLARED END SECTION W/BAR GRATE	1	EA	2651.00	2651.00
23	CONSTRUCT 42" R.C. FLARED END SECTION W/BAR GRATE	1	EA	3175.00	3175.00
24	CONSTRUCT TIMBER PIPE SUPPORT (15" - 48")	1	EA	6152.00	6152.00
25	CONSTRUCT TEMPORARY 15" HDPE INLET DIVERSION	3	EA	657.00	1,971.00
26	STABILIZE TRENCH W/ CRUSHED LIMESTONE	200	TN	0.14	28.00
27	CONSTRUCT MANHOLE RING COLLAR	1	EA	130.00	130.00
28	EXTERNAL FRAME SEAL	1	EA	357.00	357.00
29	GABION BASKET AND REVET MATRESS	36	CY	216.00	7,776.00
30	ROLLED EROSION CONTROL, TYPE II	500	SY	1.45	725.00
31	SEEDING - TYPE "DRAINAGEWAYS"	1	AC	1012.00	1,012.00
32	CONSTRUCT ROCK RIP-RAP - TYPE "B"	60	TON	32.00	1,920.00
33	CONSTRUCT SILT FENCE	500	LF	2.30	1,150.00
34	CLEANOUT SILT BASIN	1,000	CY	1.70	1,700.00
35	CLEANOUT SILT FENCE	500	LF	1.00	500.00
36	CONSTRUCT ROCK ACCESS ROAD	50	TN	20.10	1,005.00
37	SEEDING - TYPE "TEMPORARY SEED MIX"	1	AC	330.00	330.00
38	OFF-SITE STORM SEWER MOBILIZATION	1	LS	3200.00	3,200.00
39	HAUL OFF UNSUITABLE MATERIAL	250	CY	7.00	1,750.00

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B-4

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITIES		UNIT PRICE	AMOUNT
40	EARTHWORK (BORROW)	250	CY	7.40	1850.00
	<b>SUBTOTAL STORM</b>				109,000.00
	<b>PAVING</b>				
1	7" CONCRETE PAVEMENT - TYPE L65	9,290	SY	22.50	209,025.00
2	COMMON EARTH EXCAVATION	3,097	CY	2.10	6503.70
3	EARTHWORK	390	CY	4.20	1638.00
4	CONSTRUCT REINFORCED CURB INLET - TYPE I	5	EA	2415.00	12,075.00
5	CONSTRUCT REINFORCED CURB INLET - TYPE III	6	EA	2625.00	15,750.00
6	CONSTRUCT 4" CONCRETE SIDEWALK	3,900	SF	3.40	13,260.00
7	CONSTRUCT CURB RAMP WITH DETECTABLE WARNING	2	EA	394.00	788.00
8	CONSTRUCT BURIED LUG HEADER	2	EA	105.00	210.00
9	CONSTRUCT THICKENED EDGE PAVEMENT	125	LF	6.30	787.50
10	ADJUST MANHOLE TO GRADE (11 SAN & 1 STM)	12	EA	147.00	1764.00
11	EXTERNAL FRAME SEAL (11 SAN & 1 STM)	12	EA	315.00	3780.00
12	SAW CUT - FULL DEPTH	50	LF	5.25	262.50
13	REMOVE BARRICADE	2	EA	57.75	115.50
14	REMOVE PAVEMENT	30	SY	5.60	168.00
15	REMOVE TEMPORARY 15" HDPE DIVERSION	3	EA	57.75	173.25
16	CONSTRUCT BARRICADE	2	EA	577.50	1155.00
17	JET EXISTING SEWER	2,380	LF	1.30	3094.00
	<b>SUBTOTAL PAVING</b>				270,549.45
	<b>SANITARY SEWER OUTFALL</b>				
1	CLEARING AND GRUBBING GENERAL	1	LS	560.00	560.00
2	CONSTRUCT 8" SANITARY SEWER PIPE	455	LF	14.50	6597.50
3	CONSTRUCT 10" SANITARY SEWER PIPE	1,525	LF	21.10	32,177.50
4	CONSTRUCT 8" PIPE BEDDING	455	LF	1.60	728.00
5	CONSTRUCT 10" PIPE BEDDING	1,525	LF	3.40	5185.00
6	CONSTRUCT 54" I.D. SANITARY MANHOLE (5 EA)	50	VF	226.20	11,310.00
7	CONSTRUCT 8" CONNECTION TO EXISTING STRUCTURE	1	EA	345.00	345.00
8	CONSTRUCT 10" CONNECTION TO EXISTING STRUCTURE	1	EA	345.00	345.00
9	EXTERNAL FRAME SEAL	6	EA	357.00	2142.00
10	CONSTRUCT EXTENDED CONCRETE RING AND COLLAR	6	EA	165.00	990.00
11	SEEDING - TYPE "TEMPORARY SEED MIX"	1	AC	330.00	330.00
12	CONSTRUCT SILT FENCE	1,430	LF	2.30	3289.00
13	CLEANOUT SILT FENCE	1,430	LF	1.00	1430.00

EJCDC C-410 Suggested Bid Form for Construction Contracts  
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B-5

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITIES		UNIT PRICE	AMOUNT
14	STABILIZATION TRENCH W/ CRUSHED LIMESTONE	120	TN	0.10	12.00
15	EXPLORATORY EXCAVATION	8	HR	185.00	1480.00
16	OUTFALL SEWER MOBILIZATION	1	LS	5260.00	5260.00
	<b>SUBTOTAL SANITARY SEWER OUTFALL</b>				70,061.00
	<b>TOTAL BID AMOUNT</b>				587,770.65

TOTAL OF ALL ESTIMATED PRICES FIVE HUNDRED EIGHTY-EVEN THOUSAND  
(use words and figures)

SEVEN HUNDRED SEVENTY DOLLARS & 65/100.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

#### ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 60 calendar working days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, ~~and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within \_\_\_\_\_ calendar days after the date when the Contract Times commence to run.~~
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

#### ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of a certified check or bid bond; and
  - B. A tabulation of Subcontractors, Suppliers and other individuals and entities required to be identified in this bid.

#### ARTICLE 8 - DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

9.01           If awarded the Contract, our surety company will be Universal Surety Company, Lincoln, NE  
Ronald Allison, 11636 West Center Road, Omaha, Nebraska 68133

(Name and Address of Local Representative)

**9.02 LIST OF SUBCONTRACTORS AND SUPPLIERS TO BE USED.**

<u>Name of Subcontractor or Supplier</u>	<u>Item</u>
<u>MBC CONSTR</u>	<u>PAVING</u>
_____	_____
_____	_____
_____	_____

9.03 This Bid is submitted by:  
If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

A Corporation

Corporation Name: Kersten Constructin, Inc. (SEAL)

State of Incorporation: Nebraska

Type (General Business, Professional, Service, Limited Liability): General Business

By: *Ervin W. Kersten*  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Ervin W. Kersten

Title: President  
(CORPORATE SEAL)

Attest *Lorraine H. Kersten*  
(Signature of Corporation Secretary)

Business address: 11050 South 204th Street  
Gretna, Nebraska 68028

Phone No.: 402-332-4141 Fax No.: 402-332-5822

Date of Authorization to do business in NEBRASKA is  / / .

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Phone and FAX Number, and Address for receipt of official communications.

Bidder's Business Address 11050 South 204th Street

Gretna, Nebraska 68028

Phone No. 402-332-4141 Fax No. 402-332-5822

E-mail \_\_\_\_\_

FD on May 16, \_\_\_\_\_, 2012.

State Contractor License No. \_\_\_\_\_ (If applicable)

BID 235 SUNRIDGE WEST  
 SANITARY SEWER, OUTFALL SEWER, STORM PAVING, SECTION II  
 RA JOB NO. 0109117.11-030/033/040/050/330/333/340/350  
 ENGINEER: JOHN COOLIDGE/AARON GROTE  
 BID DATE: MAY 16, 2012  
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ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	ANCHOR CONSTRUCTION CO		HEIMES CORP		VALLEY CORPORATION	
				PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
<b>SANITARY SEWER OUTFALL</b>									
1	CLEARING AND GRUBBING GENERAL	1	LS	1131	\$1,131.00	\$7,488.60	\$7,488.60	\$2,758.43	\$2,758.43
2	CONSTRUCT 8" SANITARY SEWER PIPE	455	LF	14.2	\$6,481.00	\$14.48	\$6,598.40	\$13.34	\$6,089.70
3	CONSTRUCT 10" SANITARY SEWER PIPE	1,525	LF	18.6	\$28,365.00	\$16.80	\$25,315.00	\$18.10	\$24,552.50
4	CONSTRUCT 8" PIPE BEDDING	455	LF	4.85	\$2,206.75	\$4.98	\$2,256.80	\$6.92	\$3,148.60
5	CONSTRUCT 10" PIPE BEDDING	1,525	LF	5.2	\$7,930.00	\$5.21	\$7,945.25	\$7.46	\$11,376.50
6	CONSTRUCT 54" I.D. SANITARY MANHOLE (5 EA)	50	VE	278	\$13,900.00	\$288.03	\$14,401.50	\$482.59	\$24,129.50
7	CONSTRUCT 8" CONNECTION TO EXISTING STRUCTURE	1	EA	863	\$863.00	\$307.00	\$307.00	\$316.92	\$316.92
8	CONSTRUCT 10" CONNECTION TO EXISTING STRUCTURE	1	EA	1867	\$1,867.00	\$1,108.50	\$1,108.50	\$355.40	\$355.40
9	EXTERNAL FRAME SEAL	6	EA	361	\$2,166.00	\$305.07	\$1,830.42	\$413.33	\$2,479.98
10	CONSTRUCT EXTENDED CONCRETE RING AND COLLAR	6	EA	539	\$3,234.00	\$244.50	\$1,467.00	\$140.66	\$843.96
11	SEEDING - TYPE TEMPORARY SEED MIX	1	AC	344	\$344.00	\$865.00	\$865.00	\$841.96	\$841.96
12	CONSTRUCT SILT FENCE	1,430	LF	2	\$2,860.00	\$2.50	\$3,575.00	\$2.65	\$3,789.50
13	CLEANOUT SILT FENCE	1,430	LF	1	\$1,430.00	\$1.00	\$1,430.00	\$1.20	\$1,716.00
14	STABILIZATION TRENCH W/ CRUSHED LIMESTONE	120	TN	24.3	\$2,916.00	\$23.55	\$2,826.00	\$34.29	\$4,114.80
15	EXPLORATORY EXCAVATION	8	HR	165	\$1,320.00	\$178.00	\$1,424.00	\$306.64	\$2,453.12
16	OUTFALL SEWER MOBILIZATION	1	LS	2549	\$2,549.00	\$890.00	\$890.00	\$2,578.81	\$2,578.81
SUBTOTAL SANITARY SEWER OUTFALL					\$79,342.75		\$79,698.47		\$91,525.68
TOTAL BID AMOUNT					\$628,711.65		\$682,027.43		\$737,652.10

ENGINEERS ESTIMATE: \$  
 BID BOND: \$

235 SUNRIDGE WEST  
 SANITARY SEWER, OUTFALL SEWER, STORM PAVING, SECTION II  
 JOB NO. 0109117.11-030033/040060/330333/340/350  
 ENGINEER: JOHN COOLIDGE/AARON GROTE  
 DATE: MAY 16, 2012  
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ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	ANCHOR CONSTRUCTION CO		HEIMES CORP		VALLEY CORPORATION	
				PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
35	CLEANOUT SILT FENCE	500	LF	\$1.00	\$500.00	\$1.00	\$500.00	\$1.20	\$600.00
36	CONSTRUCT ROCK ACCESS ROAD	50	TN	\$22.00	\$1,100.00	\$11.76	\$588.00	\$53.54	\$2,677.00
37	SEEDING - TYPE "TEMPORARY SEED MIX"	1	AC	\$344.00	\$344.00	\$965.00	\$965.00	\$941.96	\$941.96
38	OFF-SITE STORM SEWER MOBILIZATION	1	LS	\$2,549.00	\$2,549.00	\$860.00	\$860.00	\$2,463.33	\$2,463.33
39	HAUL OFF UNSUITABLE MATERIAL	250	CY	\$8.00	\$2,000.00	\$7.00	\$1,750.00	\$7.10	\$1,775.00
40	EARTHWORK (BORROW)	250	CY	\$8.00	\$2,000.00	\$5.00	\$1,250.00	\$10.15	\$2,537.50
<b>SUBTOTAL STORM</b>					<b>\$117,661.00</b>		<b>\$134,799.76</b>		<b>\$142,690.45</b>
<b>PAVING</b>									
1	7" CONCRETE PAVEMENT - TYPE L65	8,290	SY	\$22.10	\$205,309.00	\$26.08	\$242,283.20	\$25.07	\$232,900.30
2	COMMON EARTH EXCAVATION	3,097	CY	\$3.20	\$9,910.40	\$1.80	\$5,574.60	\$3.50	\$10,839.50
3	EARTHWORK	390	CY	\$3.00	\$1,170.00	\$4.50	\$1,755.00	\$7.83	\$3,082.70
4	CONSTRUCT REINFORCED CURB INLET - TYPE I	5	EA	\$2,501.00	\$12,505.00	\$2,499.30	\$12,496.50	\$2,753.33	\$13,768.65
5	CONSTRUCT REINFORCED CURB INLET - TYPE III	6	EA	\$2,802.00	\$16,812.00	\$2,499.29	\$14,995.74	\$3,097.50	\$18,585.00
6	CONSTRUCT 4" CONCRETE SIDEWALK	3,900	SF	\$3.10	\$12,090.00	\$4.00	\$15,600.00	\$3.44	\$13,416.00
7	CONSTRUCT CURB RAMP WITH DETECTABLE WARNING	2	EA	\$567.00	\$1,174.00	\$1,044.75	\$2,089.50	\$630.97	\$1,261.94
8	CONSTRUCT BURIED LUG HEADER	2	EA	\$532.00	\$1,064.00	\$718.20	\$1,436.40	\$573.61	\$1,147.22
9	CONSTRUCT THICKENED EDGE PAVEMENT	125	LF	\$7.60	\$950.00	\$9.63	\$1,203.75	\$8.32	\$1,040.00
10	ADJUST MANHOLE TO GRADE (11 SAN & 1 STM)	12	EA	\$177.00	\$2,124.00	\$178.20	\$2,138.40	\$189.29	\$2,271.48
11	EXTERNAL FRAME SEAL (11 SAN & 1 STM)	12	EA	\$348.00	\$4,152.00	\$416.30	\$4,995.60	\$372.85	\$4,474.20
12	SAW CUT - FULL DEPTH	50	LF	\$4.00	\$200.00	\$11.00	\$550.00	\$4.21	\$210.50
13	REMOVE BARRICADE	2	EA	\$65.00	\$130.00	\$354.10	\$708.20	\$113.55	\$227.10
14	REMOVE PAVEMENT	30	SY	\$10.00	\$300.00	\$24.50	\$735.00	\$4.12	\$123.60
15	REMOVE TEMPORARY 15" HDPE DIVERSION	3	EA	\$415.00	\$1,245.00	\$384.15	\$1,152.45	\$458.89	\$1,376.67
16	CONSTRUCT BARRICADE	2	EA	\$854.00	\$1,708.00	\$924.96	\$1,849.92	\$917.78	\$1,835.56
17	JET EXISTING SEWER	2,380	LF	\$0.90	\$2,142.00	\$0.95	\$2,261.00	\$0.72	\$1,713.60
<b>SUBTOTAL PAVING</b>					<b>\$272,965.40</b>		<b>\$311,825.26</b>		<b>\$308,262.02</b>

ENGINEERS ESTIMATE: \$  
 BID BOND: \$

BIDDERS 6-7

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	ANCHOR CONSTRUCTION CO		HEIMES CORP		VALLEY CORPORATION	
			UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT
5	REMOVE FLARED END SECTION (36" TO 48")	1 EA	\$857.00	\$857.00	\$165.00	\$165.00	\$288.89	\$288.89
6	CONSTRUCT 18" R.C.P. CLASS III	660 LF	\$25.00	\$16,500.00	\$27.48	\$18,136.80	\$33.96	\$15,747.80
7	CONSTRUCT 24" R.C.P. CLASS III	770 LF	\$34.00	\$26,180.00	\$37.64	\$28,882.80	\$32.58	\$25,094.30
8	CONSTRUCT 30" R.C.P. CLASS III	60 LF	\$46.45	\$2,787.00	\$55.32	\$3,319.20	\$49.29	\$2,957.40
9	CONSTRUCT 36" R.C.P. D(0.01) = 1.350	30 LF	\$61.00	\$1,830.00	\$73.36	\$2,200.80	\$52.71	\$1,581.30
10	CONSTRUCT 42" R.C.P. D(0.01) = 1.350	70 LF	\$60.00	\$4,200.00	\$74.08	\$5,185.60	\$73.61	\$5,152.70
11	CONSTRUCT 54" I.D. TYPE II AREA INLET (2 EA)	15 VF	\$356.00	\$5,340.00	\$348.83	\$5,232.45	\$356.15	\$5,342.25
12	CONSTRUCT 54" I.D. TYPE II AREA INLET (2 EA)	20 VF	\$376.00	\$7,520.00	\$345.26	\$6,905.20	\$363.11	\$7,662.20
13	CONSTRUCT 24" I.D. CONNECTION TO EXISTING PIPE	1 EA	\$462.00	\$462.00	\$1,074.00	\$1,074.00	\$595.29	\$595.29
14	CONSTRUCT 42" I.D. CONNECTION TO EXISTING PIPE	1 EA	\$943.00	\$943.00	\$1,962.50	\$1,962.50	\$957.97	\$957.97
15	CONSTRUCT 18" PIPE BEDDING	660 LF	\$4.50	\$2,970.00	\$3.73	\$2,461.80	\$5.58	\$3,689.40
16	CONSTRUCT 24" PIPE BEDDING	770 LF	\$4.60	\$3,542.00	\$3.73	\$2,872.10	\$7.67	\$5,895.90
17	CONSTRUCT 30" PIPE BEDDING	60 LF	\$4.80	\$2,880.00	\$4.34	\$2,604.00	\$12.94	\$776.40
18	CONSTRUCT 36" PIPE BEDDING	30 LF	\$6.00	\$1,800.00	\$5.21	\$1,563.00	\$15.98	\$479.40
19	CONSTRUCT 42" PIPE BEDDING	70 LF	\$7.00	\$4,900.00	\$5.21	\$3,647.00	\$18.34	\$1,273.80
20	CONSTRUCT 18" R.C. FLARED END SECTION W/BAR GRATE	1 EA	\$1,198.00	\$1,198.00	\$1,053.84	\$1,053.84	\$1,470.79	\$1,470.79
21	CONSTRUCT 30" R.C. FLARED END SECTION W/BAR GRATE	1 EA	\$1,698.00	\$1,698.00	\$1,637.20	\$1,637.20	\$2,482.21	\$2,482.21
22	CONSTRUCT 36" R.C. FLARED END SECTION W/BAR GRATE	1 EA	\$2,258.00	\$2,258.00	\$2,120.92	\$2,120.92	\$3,380.91	\$3,380.91
23	CONSTRUCT 42" R.C. FLARED END SECTION W/BAR GRATE	1 EA	\$2,560.00	\$2,560.00	\$2,547.72	\$2,547.72	\$4,056.59	\$4,056.59
24	CONSTRUCT TIMBER PIPE SUPPORT (15" - 48")	1 EA	\$4,691.00	\$4,691.00	\$3,580.00	\$3,580.00	\$2,580.99	\$2,580.99
25	CONSTRUCT TEMPORARY 16" HOPE INLET DIVERSION	3 EA	\$892.00	\$2,676.00	\$652.75	\$1,958.25	\$200.15	\$600.45
26	STABILIZE TRENCH W/ CRUSHED LIMESTONE	200 TN	\$22.50	\$4,500.00	\$25.62	\$5,124.00	\$36.09	\$7,218.00
27	CONSTRUCT MANHOLE RING COLLAR	1 EA	\$538.00	\$538.00	\$194.55	\$194.55	\$802.78	\$802.78
28	EXTERNAL FRAME SEAL	1 EA	\$365.00	\$365.00	\$305.07	\$305.07	\$413.33	\$413.33
29	GABION BASKET AND REVEY MATRESS	36 CY	\$71.00	\$2,556.00	\$242.86	\$8,742.96	\$322.09	\$11,595.24
30	ROLLED EROSION CONTROL, TYPE II	500 SY	\$1.80	\$900.00	\$2.00	\$1,000.00	\$2.41	\$1,205.00
31	SEEDING - TYPE "DRAINAGEWAYS"	1 AC	\$986.00	\$986.00	\$1,094.00	\$1,094.00	\$1,924.48	\$1,924.48
32	CONSTRUCT ROCK RIP-RAP - TYPE "B"	60 TON	\$38.40	\$2,304.00	\$45.78	\$2,746.80	\$47.16	\$2,829.60
33	CONSTRUCT SILT FENCE	500 LF	\$2.15	\$1,075.00	\$2.50	\$1,250.00	\$2.65	\$1,325.00
34	CLEANOUT SILT BASIN	1,000 CY	\$2.00	\$2,000.00	\$3.95	\$3,950.00	\$7.10	\$7,100.00

ENGINEERS ESTIMATE \$  
 BID BOND \$

csll - Engineering Projects\788520\7 SANI OUTFALL SEWER STORM PAVING.FIE  
 LAMP RYHEARSON ASSOCIATES INC

ID 235 SUNRIDGE WEST  
 ANTIARY SEWER, OUTFALL SEWER, STORM PAVING, SECTION II  
 RA JOB NO. 0109117.11-0300330/040060/330/333/340/350  
 ENGINEER: JOHN COOLIDGE/AARON GROTE  
 ID DATE: MAY 16, 2012  
 AGE 5 OF 4

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	ANCHOR CONSTRUCTION CO		HEIMES CORP		VALLEY CORPORATION	
				PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
SANITARY									
1	CLEARING AND GRUBBING GENERAL	1	LS	\$982.00	\$982.00	\$2,435.90	\$2,435.90	\$2,578.43	\$2,578.43
2	CONSTRUCT 6" SANITARY SEWER PIPE	2,070	LF	\$13.80	\$28,566.00	\$13.98	\$28,938.80	\$10.02	\$20,741.40
3	CONSTRUCT 8" SANITARY SEWER PIPE	2,620	LF	\$13.80	\$36,156.00	\$14.48	\$37,937.60	\$13.34	\$34,950.80
4	CONSTRUCT 54" I.D. SANITARY MANHOLE (12 EA)	150	VF	\$286.00	\$39,900.00	\$247.06	\$37,059.00	\$346.00	\$51,900.00
5	CONSTRUCT 8" X 6" WYE	62	EA	\$88.00	\$5,456.00	\$45.96	\$2,849.52	\$184.89	\$11,463.18
6	CONSTRUCT 6" MANHOLE STUBOUT	8	EA	\$75.00	\$600.00	\$90.25	\$722.00	\$413.52	\$3,308.16
7	CONSTRUCT 6" SANITARY SERVICE RISER (5 EA)	20	VF	\$114.00	\$2,280.00	\$26.70	\$534.00	\$87.27	\$1,745.40
8	CONSTRUCT 6" PIPE BEDDING	2,070	LF	\$4.85	\$10,039.50	\$4.96	\$10,267.20	\$6.99	\$13,227.30
9	CONSTRUCT 6" PIPE BEDDING	2,620	LF	\$4.85	\$12,707.00	\$4.96	\$12,995.20	\$6.92	\$18,130.40
10	CONSTRUCT MANHOLE RING COLLAR	1	EA	\$539.00	\$539.00	\$194.55	\$194.55	\$802.78	\$802.78
11	EXTERNAL FRAME SEAL	1	EA	\$365.00	\$365.00	\$305.07	\$305.07	\$780.41	\$780.41
12	STABILIZATION TRENCH W/ CRUSHED LIMESTONE	200	TN	\$22.80	\$4,560.00	\$25.62	\$5,124.00	\$38.09	\$7,218.00
13	EXCAVATION FOR EXTRA DEEP SANITARY SEWER	450	VF-LF	\$6.50	\$2,925.00	\$4.50	\$2,025.00	\$14.10	\$6,345.00
14	CONSTRUCT SILT FENCE	400	LF	\$2.15	\$860.00	\$2.50	\$1,000.00	\$2.65	\$1,060.00
15	CLEANOUT SILT BASIN	1,000	CY	\$2.00	\$2,000.00	\$3.95	\$3,950.00	\$7.10	\$7,100.00
16	CLEANOUT SILT FENCE	400	LF	\$1.00	\$400.00	\$1.00	\$400.00	\$1.20	\$480.00
17	SEEDING - TYPE "TEMPORARY SEED MIX"	1	AC	\$344.00	\$344.00	\$885.00	\$885.00	\$841.96	\$841.96
18	MULCHING	1	AC	\$497.00	\$497.00	\$880.00	\$880.00	\$1,804.20	\$1,804.20
19	CONSTRUCT ROCK ACCESS ROAD	50	TN	\$22.00	\$1,100.00	\$14.80	\$740.00	\$32.10	\$1,605.00
20	ROLLED EROSION CONTROL, TYPE II	200	SY	\$2.85	\$570.00	\$2.00	\$400.00	\$2.41	\$482.00
21	HAUL OFF UNSUITABLE MATERIAL	500	CY	\$8.00	\$4,000.00	\$7.00	\$3,500.00	\$7.10	\$3,550.00
22	EARTHWORK (BORROW)	500	CY	\$8.00	\$4,000.00	\$4.90	\$2,450.00	\$10.15	\$5,075.00
SUBTOTAL SANITARY					\$158,832.90		\$155,703.94		\$195,253.95
STORM									
1	CLEARING AND GRUBBING GENERAL	1	LS	\$982.00	\$982.00	\$2,435.90	\$2,435.90	\$2,578.43	\$2,578.43
2	GENERAL GRADING AND SHAPING	1	LS	\$1,432.00	\$1,432.00	\$7,400.00	\$7,400.00	\$1,585.77	\$1,585.77
3	REMOVE 21" TO 24" SEWER PIPE	20	LF	\$12.00	\$240.00	\$10.00	\$200.00	\$32.61	\$652.20
4	REMOVE FLARED END SECTION (24" TO 36")	1	EA	\$401.00	\$401.00	\$145.00	\$145.00	\$288.99	\$288.99

ENGINEERS ESTIMATE: \$  
 BID BOND: \$

236 SUNRIDGE WEST  
 SANITARY SEWER, OUTFALL SEWER, STORM PAVING, SECTION II  
 JOB NO. 0109117.11-0300330400500330333040350  
 ENGINEER: JOHN COOLIDGE/AARON GROTE  
 DATE: MAY 16, 2012  
 3E 4 OF 4

EM	DESCRIPTION	APPROXIMATE QUANTITY	KERSTEN CONSTRUCTION INC		MBC CONSTRUCTION INC		TAB CONSTRUCTION COMPANY		L G ROLOFF CONSTRUCTION CO INC		
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
SUBTOTAL PAYING											
SANITARY SEWER OUTFALL											
1	CLEARING AND GRUBBING GENERAL	1	LS	\$500.00	\$500.00	\$500.00	\$500.00	\$2,700.00	\$2,700.00	\$517.86	\$517.86
2	CONSTRUCT 8" SANITARY SEWER PIPE	455	LF	\$14.50	\$6,597.50	\$14.07	\$6,401.85	\$14.95	\$6,802.25	\$15.49	\$7,047.95
3	CONSTRUCT 10" SANITARY SEWER PIPE	1,525	LF	\$21.10	\$32,177.50	\$16.24	\$24,766.00	\$14.20	\$21,655.00	\$22.54	\$34,373.50
4	CONSTRUCT 8" PIPE BEDDING	455	LF	\$1.80	\$728.00	\$3.00	\$1,365.00	\$2.70	\$1,228.50	\$1.71	\$778.05
5	CONSTRUCT 10" PIPE BEDDING	1,525	LF	\$3.40	\$5,185.00	\$3.00	\$4,575.00	\$3.20	\$4,880.00	\$3.63	\$5,535.75
6	CONSTRUCT 54" I.D. SANITARY MANHOLE (5 EA)	50	VF	\$228.20	\$11,310.00	\$200.00	\$10,000.00	\$285.00	\$14,250.00	\$241.68	\$12,084.00
7	CONSTRUCT 8" CONNECTION TO EXISTING STRUCTURE	1	EA	\$345.00	\$345.00	\$50.00	\$50.00	\$171.00	\$171.00	\$368.61	\$368.61
8	CONSTRUCT 10" CONNECTION TO EXISTING STRUCTURE	1	EA	\$345.00	\$345.00	\$166.33	\$166.33	\$537.00	\$537.00	\$368.71	\$368.71
9	EXTERNAL FRAME SEAL	6	EA	\$357.00	\$2,142.00	\$212.11	\$1,272.66	\$334.00	\$2,004.00	\$381.43	\$2,288.58
10	CONSTRUCT EXTENDED CONCRETE RING AND COLLAR	6	EA	\$165.00	\$990.00	\$43.13	\$258.78	\$202.00	\$1,212.00	\$176.29	\$1,057.74
11	SEEDING - TYPE "TEMPORARY SEED MIX"	1	AC	\$330.00	\$330.00	\$300.00	\$300.00	\$304.00	\$304.00	\$304.50	\$304.50
12	CONSTRUCT SILT FENCE	1,430	LF	\$1.00	\$3,288.00	\$2.07	\$2,960.10	\$2.05	\$2,931.50	\$2.08	\$2,974.40
13	CLEANOUT SILT FENCE	1,430	LF	\$1.00	\$1,430.00	\$0.54	\$772.20	\$0.55	\$786.50	\$0.53	\$757.90
14	STABILIZATION TRENCH W/ CRUSHED LIMESTONE	120	TN	\$0.10	\$12.00	\$18.42	\$2,210.40	\$23.00	\$2,760.00	\$0.11	\$13.20
15	EXPLORATORY EXCAVATION	8	HR	\$185.00	\$1,480.00	\$50.00	\$400.00	\$322.00	\$2,576.00	\$197.68	\$1,581.28
16	OUTFALL SEWER MOBILIZATION	1	LS	\$3,200.00	\$3,200.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$3,481.95	\$3,481.95
SUBTOTAL SANITARY SEWER OUTFALL					\$70,061.00		\$66,498.32		\$66,297.75		\$73,533.98
TOTAL BID AMOUNT					\$587,770.65		\$804,091.55		\$610,983.85		\$622,060.29

ENGINEERS ESTIMATE: \$  
 ID BOND: \$

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 LAMP RVNF.ARC IN A\CON\11775.DWG

236 SUNRIDGE WEST  
 JITTARY SEWER, OUTFALL SEWER, STORM PAVING, SECTION II  
 JOB NO. 0109117-11-030033/040080/330/333/340/350  
 ENGINEER: JOHN COOLIDGE/AARON GROTE  
 DATE: MAY 16, 2012  
 SE 3 OF 4

EM NO.	DESCRIPTION	APPROXIMATE QUANTITY	UNIT PRICE	KERSTEN CONSTRUCTION INC		MBC CONSTRUCTION INC		TAB CONSTRUCTION COMPANY		L G ROLOFF CONSTRUCTION CO INC	
				AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE
30	CONSTRUCT SILT FENCE	500	\$2.30	\$1,150.00	\$2.19	\$1,095.00	\$2.05	\$1,025.00	\$2.46	\$1,230.00	
33	CLEANOUT SILT BASIN	1,000	\$1.70	\$1,700.00	\$2.13	\$2,130.00	\$3.25	\$3,250.00	\$2.03	\$2,030.00	
34	CLEANOUT SILT FENCE	500	\$1.00	\$500.00	\$0.52	\$260.00	\$0.55	\$275.00	\$0.53	\$265.00	
35	CONSTRUCT ROCK ACCESS ROAD	50	\$20.10	\$1,005.00	\$19.66	\$983.00	\$21.15	\$1,057.50	\$21.48	\$1,074.00	
36	SEEDING - TYPE "TEMPORARY SEED MIX"	1	\$330.00	\$330.00	\$294.86	\$294.86	\$304.00	\$304.00	\$304.50	\$304.50	
37	OFF SITE STORM SEWER MOBILIZATION	1	\$3,200.00	\$3,200.00	\$1,551.88	\$1,551.88	\$1,500.00	\$1,500.00	\$3,418.95	\$3,418.95	
38	HAUL OFF UNSUITABLE MATERIAL	250	\$7.00	\$1,750.00	\$8.28	\$2,070.00	\$8.65	\$2,162.50	\$8.36	\$2,090.00	
39	EARTHWORK (BORROW)	250	\$7.40	\$1,850.00	\$8.28	\$2,070.00	\$7.45	\$1,862.50	\$8.84	\$2,210.00	
SUBTOTAL STORM					\$109,090.00		\$134,366.88		\$134,231.50		\$116,834.87
PAVING											
1	7" CONCRETE PAVEMENT - TYPE I65	9,290	\$22.50	\$209,025.00	\$20.42	\$189,701.80	\$21.40	\$198,806.00	\$23.50	\$218,315.00	
2	COMMON EARTH EXCAVATION	3,097	\$2.10	\$6,503.70	\$2.00	\$6,194.00	\$3.40	\$10,529.80	\$1.70	\$5,264.90	
3	EARTHWORK	390	\$4.20	\$1,638.00	\$4.00	\$1,560.00	\$5.90	\$2,301.00	\$4.27	\$1,665.30	
4	CONSTRUCT REINFORCED CURB INLET - TYPE I	5	\$2,415.00	\$12,075.00	\$1,500.00	\$7,500.00	\$2,400.00	\$12,000.00	\$2,380.29	\$11,901.45	
5	CONSTRUCT 4" CONCRETE SIDEWALK	6	\$2,625.00	\$15,750.00	\$1,500.00	\$9,000.00	\$2,600.00	\$15,600.00	\$2,380.29	\$14,281.74	
6	CONSTRUCT CURB RAMP WITH DETECTABLE WARNING	3,900	\$3.40	\$13,260.00	\$3.25	\$12,675.00	\$3.60	\$14,040.00	\$3.81	\$14,859.00	
7	CONSTRUCT BURIED LUG HEADER	2	\$394.00	\$788.00	\$375.00	\$750.00	\$357.00	\$714.00	\$994.57	\$1,989.14	
8	CONSTRUCT THICKENED EDGE PAVEMENT	2	\$106.00	\$210.00	\$100.00	\$200.00	\$215.00	\$430.00	\$683.95	\$1,367.90	
9	ADJUST MANHOLE TO GRADE (11 SAN & 1 STM)	125	\$6.30	\$787.50	\$6.00	\$750.00	\$6.20	\$775.00	\$9.17	\$1,146.25	
10	EXTERNAL FRAME SEAL (11 SAN & 1 STM)	12	\$147.00	\$1,764.00	\$140.00	\$1,680.00	\$122.25	\$1,467.00	\$161.08	\$1,932.96	
11	SAW CUT - FULL DEPTH	12	\$315.00	\$3,780.00	\$300.00	\$3,600.00	\$334.00	\$4,008.00	\$378.45	\$4,541.40	
12	REMOVE BARRICADE	50	\$5.25	\$262.50	\$5.00	\$250.00	\$4.35	\$217.50	\$6.76	\$338.00	
13	REMOVE PAVEMENT	2	\$57.75	\$115.50	\$55.00	\$110.00	\$15.00	\$30.00	\$215.60	\$431.20	
14	REMOVE TEMPORARY 15" HDPE DIVERSION	30	\$5.60	\$168.00	\$5.33	\$159.90	\$8.30	\$249.00	\$7.12	\$213.60	
15	CONSTRUCT BARRICADE	3	\$57.75	\$173.25	\$55.00	\$165.00	\$70.00	\$210.00	\$359.33	\$1,077.99	
16	CONSTRUCT BARRICADE	2	\$57.50	\$115.00	\$55.00	\$110.00	\$695.00	\$1,390.00	\$825.07	\$1,650.14	
17	JET EXISTING SEWER	2,380	\$1.30	\$3,094.00	\$1.25	\$2,975.00	\$0.80	\$1,904.00	\$0.67	\$1,594.60	

ENGINEERS ESTIMATE: \$  
 BID BOND: \$

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	KERSTEN CONSTRUCTION INC		MBC CONSTRUCTION INC		TAB CONSTRUCTION COMPANY		L G ROLOFF CONSTRUCTION CO INC	
				PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
5	REMOVE FLARED END SECTION (38" TO 48")	1	EA	\$22.70	\$100.00	\$139.67	\$139.67	\$228.00	\$228.00	\$106.84	\$106.84
6	CONSTRUCT 18" R.C.P. CLASS III	660	LF	\$22.70	\$14,982.00	\$28.55	\$18,843.00	\$34.00	\$22,440.00	\$24.25	\$16,005.00
7	CONSTRUCT 24" R.C.P. CLASS III	770	LF	\$30.40	\$23,408.00	\$38.85	\$29,914.50	\$41.70	\$32,109.00	\$32.48	\$25,009.60
8	CONSTRUCT 30" R.C.P. CLASS III	80	LF	\$45.90	\$3,672.00	\$54.42	\$4,354.80	\$61.60	\$4,929.60	\$48.40	\$3,872.00
9	CONSTRUCT 36" R.C.P. D(0.01) = 1.350	30	LF	\$49.30	\$1,479.00	\$91.97	\$2,759.10	\$97.75	\$2,932.50	\$53.31	\$1,599.30
10	CONSTRUCT 42" R.C.P. D(0.01) = 1.350	70	LF	\$69.00	\$4,830.00	\$99.73	\$6,981.10	\$111.00	\$7,770.00	\$73.72	\$5,160.40
11	CONSTRUCT 54" I.D. MANHOLE (2 EA)	15	VF	\$295.00	\$4,425.00	\$260.72	\$3,910.80	\$383.00	\$5,745.00	\$315.18	\$4,727.70
12	CONSTRUCT 54" I.D. TYPE II AREA INLET (2 EA)	20	VF	\$278.00	\$5,520.00	\$294.86	\$5,897.20	\$350.00	\$7,000.00	\$298.09	\$5,961.80
13	CONSTRUCT 24" I.D. CONNECTION TO EXISTING PIPE	1	EA	\$225.00	\$225.00	\$569.02	\$569.02	\$127.00	\$127.00	\$240.39	\$240.39
14	CONSTRUCT 42" I.D. CONNECTION TO EXISTING PIPE	1	EA	\$350.00	\$350.00	\$744.90	\$744.90	\$492.00	\$492.00	\$373.95	\$373.95
15	CONSTRUCT 18" PIPE BEDDING	660	LF	\$3.20	\$2,112.00	\$3.31	\$2,184.60	\$4.10	\$2,706.00	\$3.42	\$2,257.20
16	CONSTRUCT 24" PIPE BEDDING	770	LF	\$3.20	\$2,464.00	\$4.14	\$3,187.80	\$4.30	\$3,311.00	\$3.42	\$2,633.40
17	CONSTRUCT 30" PIPE BEDDING	60	LF	\$4.00	\$240.00	\$5.17	\$310.20	\$6.20	\$372.00	\$4.27	\$256.20
18	CONSTRUCT 36" PIPE BEDDING	30	LF	\$5.90	\$177.00	\$8.79	\$263.70	\$8.00	\$240.00	\$6.30	\$189.00
19	CONSTRUCT 42" PIPE BEDDING	70	LF	\$6.20	\$434.00	\$10.71	\$749.70	\$8.75	\$612.50	\$6.62	\$463.40
20	CONSTRUCT 18" R.C. FLARED END SECTION W/BAR GRATE	1	EA	\$1,948.00	\$1,948.00	\$1,070.80	\$1,070.80	\$1,005.00	\$1,005.00	\$1,215.18	\$1,215.18
21	CONSTRUCT 30" R.C. FLARED END SECTION W/BAR GRATE	1	EA	\$1,948.00	\$1,948.00	\$1,515.67	\$1,515.67	\$1,505.00	\$1,505.00	\$2,081.28	\$2,081.28
22	CONSTRUCT 36" R.C. FLARED END SECTION W/BAR GRATE	1	EA	\$2,631.00	\$2,631.00	\$2,053.65	\$2,053.65	\$2,043.00	\$2,043.00	\$2,811.02	\$2,811.02
23	CONSTRUCT 42" R.C. FLARED END SECTION W/BAR GRATE	1	EA	\$3,175.00	\$3,175.00	\$2,550.25	\$2,550.25	\$2,473.00	\$2,473.00	\$3,392.24	\$3,392.24
24	CONSTRUCT TIMBER PIPE SUPPORT (15" - 48")	1	EA	\$6,152.00	\$6,152.00	\$3,052.03	\$3,052.03	\$3,050.00	\$3,050.00	\$6,572.93	\$6,572.93
25	CONSTRUCT TEMPORARY 15" HDPE INLET DIVERSION	3	EA	\$657.00	\$1,971.00	\$594.89	\$1,784.67	\$444.00	\$1,332.00	\$701.95	\$2,105.85
26	STABILIZE TRENCH W/ CRUSHED LIMESTONE	200	TN	\$0.14	\$28.00	\$12.42	\$2,484.00	\$26.45	\$5,290.00	\$0.16	\$30.00
27	CONSTRUCT MANHOLE RING COLLAR	1	EA	\$190.00	\$190.00	\$284.51	\$284.51	\$138.00	\$138.00	\$203.00	\$203.00
28	EXTERNAL FRAME SEAL	1	EA	\$357.00	\$357.00	\$377.62	\$377.62	\$334.00	\$334.00	\$381.43	\$381.43
29	GABION BASKET AND REVEI MATRESS	36	CY	\$216.00	\$7,776.00	\$231.06	\$8,318.16	\$210.00	\$7,560.00	\$230.76	\$8,308.08
30	ROLLED EROSION CONTROL, TYPE II	500	SY	\$1.45	\$725.00	\$1.33	\$665.00	\$1.35	\$675.00	\$1.34	\$676.00
31	SEEDING - TYPE "DRAINAGEWAYS"	1	AC	\$1,012.00	\$1,012.00	\$926.56	\$926.56	\$929.00	\$929.00	\$929.53	\$929.53
32	CONSTRUCT ROCK RIP-RAP - TYPE "B"	60	TON	\$32.00	\$1,920.00	\$41.43	\$2,485.80	\$46.50	\$2,790.00	\$38.71	\$2,326.20

ENGINEERS ESTIMATE: \$  
 BID BOND: \$

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	KERSTEN CONSTRUCTION INC		MBC CONSTRUCTION INC		TAB CONSTRUCTION COMPANY		L G ROLOFF CONSTRUCTION CO INC	
				AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE
1	CLEARING AND GRUBBING GENERAL	1	LS	\$0.00		\$15,603.76		\$5,300.00		\$1,000.00	
2	CONSTRUCT 6" SANITARY SEWER PIPE	2,070	LF	\$15.93	\$32,975.10	\$15.21	\$31,484.70	\$13.50	\$27,945.00	\$17.02	\$35,231.40
3	CONSTRUCT 8" SANITARY SEWER PIPE	2,620	LF	\$18.00	\$47,160.00	\$17.41	\$45,614.20	\$12.80	\$33,536.00	\$19.23	\$50,382.80
4	CONSTRUCT 54" I.D. SANITARY MANHOLE (12 EA)	150	VF	\$221.20	\$33,180.00	\$266.92	\$40,038.00	\$251.90	\$37,785.00	\$236.33	\$35,449.50
5	CONSTRUCT 8" X 6" WYE	62	EA	\$50.30	\$3,118.60	\$67.25	\$4,169.50	\$81.00	\$5,022.00	\$53.74	\$3,331.88
6	CONSTRUCT 8" MANHOLE STUBOUT	8	EA	\$85.00	\$680.00	\$56.90	\$455.20	\$165.00	\$1,320.00	\$90.82	\$726.56
7	CONSTRUCT 6" SANITARY SERVICE RISER (5 EA)	20	VF	\$28.00	\$560.00	\$56.90	\$1,138.00	\$87.00	\$1,740.00	\$29.82	\$598.40
8	CONSTRUCT 6" PIPE BEDDING	2,070	LF	\$1.00	\$2,070.00	\$4.14	\$8,569.80	\$2.50	\$5,175.00	\$1.07	\$2,214.90
9	CONSTRUCT 8" PIPE BEDDING	2,620	LF	\$1.60	\$4,192.00	\$4.35	\$11,397.00	\$2.70	\$7,074.00	\$1.71	\$4,480.20
10	CONSTRUCT MANHOLE RING COLLAR	1	EA	\$190.00	\$190.00	\$191.40	\$191.40	\$130.00	\$130.00	\$203.00	\$203.00
11	EXTERNAL FRAME SEAL	1	EA	\$407.00	\$407.00	\$368.93	\$368.93	\$334.00	\$334.00	\$434.85	\$434.85
12	STABILIZATION TRENCH W/ CRUSHED LIMESTONE	200	TN	\$0.10	\$20.00	\$12.42	\$2,484.00	\$26.45	\$5,290.00	\$0.11	\$22.00
13	EXCAVATION FOR EXTRA DEEP SANITARY SEWER	450	VF-LF	\$3.75	\$1,687.50	\$3.21	\$1,444.50	\$3.55	\$1,587.50	\$4.01	\$1,804.50
14	CONSTRUCT SILT FENCE	400	LF	\$2.30	\$920.00	\$2.19	\$876.00	\$2.05	\$820.00	\$2.08	\$832.00
15	CLEANOUT SILT BASIN	1,000	CY	\$1.25	\$1,250.00	\$0.52	\$520.00	\$3.85	\$3,850.00	\$1.49	\$1,490.00
16	CLEANOUT SILT FENCE	400	LF	\$1.10	\$440.00	\$0.53	\$212.00	\$0.55	\$220.00	\$0.53	\$212.00
17	SEEDING - TYPE "TEMPORARY SEED MIX"	1	AC	\$330.00	\$330.00	\$303.53	\$303.53	\$304.30	\$304.30	\$304.50	\$304.50
18	MULCHING	1	AC	\$495.00	\$495.00	\$452.63	\$452.63	\$453.00	\$453.00	\$454.08	\$454.08
19	CONSTRUCT ROCK ACCESS ROAD	50	TN	\$18.10	\$905.00	\$18.97	\$948.50	\$21.15	\$1,057.50	\$21.61	\$1,080.50
20	ROLLED EROSION CONTROL, TYPE II	200	SY	\$1.45	\$290.00	\$1.33	\$266.00	\$1.35	\$270.00	\$1.34	\$268.00
21	HAUL OFF UNSUITABLE MATERIAL	500	CY	\$7.00	\$3,500.00	\$8.28	\$4,140.00	\$8.55	\$4,275.00	\$8.36	\$4,180.00
22	EARTHWORK (BORROW)	500	CY	\$7.40	\$3,700.00	\$8.28	\$4,140.00	\$7.45	\$3,725.00	\$8.84	\$4,420.00
SUBTOTAL SANITARY					\$138,070.20		\$174,855.65		\$145,783.30		\$149,120.87
STORM											
1	CLEARING AND GRUBBING GENERAL	1	LS	\$3,600.00	\$3,600.00	\$9,569.17	\$9,569.17	\$3,000.00	\$3,000.00	\$3,728.57	\$3,728.57
2	GENERAL GRADING AND SHAPING	1	LS	\$1,200.00	\$1,200.00	\$6,707.07	\$6,707.07	\$335.00	\$335.00	\$1,282.11	\$1,282.11
3	REMOVE 24" TO 24" SEWER PIPE	20	LF	\$10.00	\$200.00	\$12.42	\$248.40	\$21.00	\$420.00	\$10.68	\$213.60
4	REMOVE FLARED END SECTION (24" TO 36")	1	EA	\$100.00	\$100.00	\$98.29	\$98.29	\$135.00	\$135.00	\$106.84	\$106.84



**LAMP RYNEARSON  
& ASSOCIATES**  
ENGINEERS | SURVEYORS | PLANNERS

14710 W. Dodge Rd., Ste. 100  
Omaha, NE 68154  
(P) 402.496.2498  
(F) 402.496.2730  
www.LRA-inc.com

May 10, 2012

Invoice No: 0109117.90 - 0000003

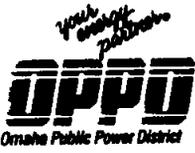
S.I.D. NO. 235 OF SARPY COUNTY, NE  
ATTN: BRIAN DOYLE, ATTORNEY  
FULLENKAMP DOYLE & JOBEUN  
11440 WEST CENTER RD STE C  
OMAHA, NE 68144

Project	0109117.90	SUNRIDGE - S.I.D. 235	
<u>Professional Services through April 21, 2012</u>			
Task 386	EROSION CONTROL MAINTENANCE		\$530.76
Task 396	GREEN AREA MAINTENANCE		<u>\$75.82</u>
<b>TOTAL INVOICE AMOUNT</b>			<b><u>\$606.58</u></b>

**Outstanding Invoices**

Number	Date	Balance
0000002	4/9/2012	<u>2,777.23</u>
Total		<u>2,777.23</u>

Terms: Due Upon Receipt



Account Number	Due Date	Total Amount Due
6022926729	May 22, 2012	\$1,094.13CR

Customer Name: SID 235 SARPY CO  
Statement Date: May 2, 2012

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
18000 HARRISON ST, STLT OMAHA NE	Street Light Method 61	N/A	N/A			\$168.38
18301 HARRISON ST, SIGN OMAHA NE	General Service Non-Demand	3-28-12	4-27-12	27 kWh		\$16.61

Total Charges	\$184.99
Previous Balance	723.34CR
Payments Received: 04/19/12	555.78CR
<b>Total Amount Due</b>	<b>\$1,094.13CR</b>

*+ 3 mths  
2170.02*

1

Please return this portion with payment

May is National Electric Safety month. For safety tips or information on safety-enhancing products, see Outlets.

Statement Date: May 2, 2012

*2170.02*

Account Number	Due Date	Total Amount Due
6022926729	May 22, 2012	\$1,094.13CR

**No Payment Due**

A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number: (402) 334-0700

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

  
 SID 235 SARPY CO  
 FULENKAMP DOYLE AND JOBEUM  
 11440 W CENTER RD  
 OMAHA NE 68144-4421

PO BOX 3995  
OMAHA NE 68103-0995





Account Number	Due Date	Total Amount Due
6022926729	May 22, 2012	\$1,094.13CR

Customer Name: SID 235 SARPY CO  
Statement Date: May 2, 2012

Billing Information for service address: 18000 HARRISON ST, STLT OMAHA NE

Billing Period From 04-02-2012 To 05-02-2012 @30 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$158.67	\$0.93	\$168.38

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

Sales Tax 8.78  
Total Charges \$168.38



Account Number	Due Date	Total Amount Due
6022926729	May 22, 2012	\$1,094.13CR

Customer Name: SID 235 SARPY CO  
Statement Date: May 2, 2012

**Billing Information for service address: 18301 HARRISON ST, SIGN OMAHA NE**

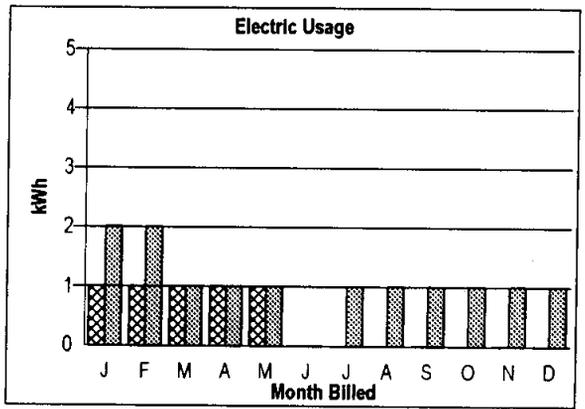
Rate	Billing Period		Meter Number	Meter Reading				Usage
	From	To		Previous	Present	Difference	Multiplier	
General Service Non-Demand	3-28-12	4-27-12	6863104	2446	2473 Actual	27	1	kWh 27

**Your Electric Usage Profile**

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2012 ☒	30	27	0	70	45
2011 ☑	30	32	1	59	38

Basic Service	12.35
kWh Usage	2.40
Fuel And Purchased Power Adjustment	0.07
Minimum Charge	0.92
Sales Tax	0.87
<b>Total Charges</b>	<b>\$16.61</b>

Your average daily electric cost was: \$0.55





**LAMP RYNEARSON  
& ASSOCIATES**  
ENGINEERS | SURVEYORS | PLANNERS

14710 W. Dodge Rd., Ste. 100  
Omaha, NE 68154  
[P] 402.496.2498  
[F] 402.496.2730  
www.LRA-Inc.com

May 14, 2012

Invoice No: 0109117.11 - 0000002

S.I.D. NO. 235 OF SARPY COUNTY, NE  
ATTN: BRIAN DOYLE  
FULLENKAMP, DOYLE & JOBEUN  
11440 WEST CENTER ROAD, STE. C  
OMAHA, NE 68144

Project 0109117.11 SUNRIDGE WEST - S.I.D 235  
**Professional Services through April 28, 2012**

Task #	Contract Amount	Task Description	% Complete	Total Amount	Previously Billed	Current Amount
030	\$15,288.00	INTERIOR SANITARY SEWERS - DESIGN	100%	\$15,288.00	\$11,466.00	\$3,822.00
033	\$15,068.00	OUTFALL SANITARY SEWER - DESIGN	100%	\$15,068.00	\$11,301.00	\$3,767.00
036	\$590.00	INTERCEPTOR SEWER	100%	\$590.00	\$0.00	\$590.00
040	\$19,790.00	STORMSEWERS - DESIGN	100%	\$19,790.00	\$14,842.50	\$4,947.50
050	\$34,917.00	INTERIOR PAVING - DESIGN	100%	\$34,917.00	\$26,187.75	\$8,729.25
067	\$19,656.00	MUD INTERIOR WATER - DESIGN & CA	0%	\$0.00	\$0.00	\$0.00
068	\$528.00	MUD EXTERIOR WATER - DESIGN & CA	0%	\$0.00	\$0.00	\$0.00
070	\$6,600.00	OPPD POWER - DESIGN & CA	0%	\$0.00	\$0.00	\$0.00
330	\$15,288.00	SANITARY SEWER - CA	0%	\$0.00	\$0.00	\$0.00
333	\$15,068.00	OUTFALL SANITARY SEWER - CA	0%	\$0.00	\$0.00	\$0.00
340	\$19,790.00	STORMSEWER - CA	0%	\$0.00	\$0.00	\$0.00
350	<u>\$34,917.00</u>	INTERIOR PAVING - CA	0%	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
	<b>\$197,500.00</b>	Subtotal		<b>\$85,653.00</b>	<b>\$63,797.25</b>	<b>\$21,855.75</b>

**Total Invoice Amount**

**\$21,855.75**

**Outstanding Invoices**

Number	Date	Balance
0000001	3/14/2012	<u>63,797.25</u>
<b>Total</b>		<b>63,797.25</b>

Terms: Due Upon Receipt

## **UNDERGROUND SERVICE AGREEMENT**

OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska ("OPPD") and SANITARY IMPROVEMENT DISTRICT NO. 235 of Sarpy County ("SID") agree as follows:

### **1. Installation of Facilities.**

1.1 In accordance with the terms and conditions of this Agreement, OPPD shall install underground electric service distribution lines, underground individual service lines, and related equipment ("Facilities") to serve 70 single family dwelling units in the SID, also known as Sunridge West, constructed or to be constructed on the individual lots listed on the attached Exhibit "A".

1.2 Underground service lines from underground distribution lines to individual lots or dwelling units will be provided by OPPD from a point of connection on the dwelling unit to OPPD's nearest point of power supply.

### **2. Timing and Coordination.**

2.1 Simultaneously with execution of this Agreement, SID shall provide to OPPD written notice as to the earliest date that improvements within the SID will be ready for installation of the Facilities ("Ready Date").

2.2 OPPD may commence installation of the Facilities anytime after the Ready Date, provided all other conditions of this Agreement first have been met by SID.

2.3 In order to minimize construction costs and avoid disruption of the Facilities, OPPD and SID agree that the Facilities shall be installed by OPPD in coordination with the installation work of other service suppliers, including but not limited to cable television and telecommunications suppliers (collectively, "Third Party Suppliers"). SID understands that OPPD will allow Third Party Suppliers a reasonable period of time to commence installation of their facilities, but OPPD will not unreasonably postpone installation of the OPPD Facilities addressed in this Agreement in order to coordinate the installation work of Third Party Suppliers.

2.4 Installation of the Facilities will commence at a point within the SID as mutually agreed between the parties. OPPD shall not be required to install the Facilities in sections smaller than deemed economical by OPPD, in its sole discretion, and shall complete the installation of the Facilities only to the point required to supply permanent electric service to constructed dwelling units built on lots contained within the boundaries depicted on the attached Exhibit "A".

3. **Site Preparation.**

3.1 Prior to commencement of work hereunder by OPPD, SID shall, at its sole expense, remove all trees, vegetation, and other surface or subsurface obstructions that may interfere with the installation of the Facilities, or that may pose a hazard to the future maintenance of the Facilities, as determined by OPPD in its sole discretion.

3.2 Prior to the commencement of work hereunder by OPPD, SID shall complete the final grading of all lots listed on Exhibit "A", and shall mark all lots with readily identifiable markers (such as "T" posts and lot number indicators) satisfactory to OPPD. SID shall reimburse OPPD for all costs incurred in the relocation of Facilities due to a change of grade or plat.

3.3 OPPD reserves the right to require installation of conduit for Facilities, for an additional charge to be paid by SID, if OPPD encounters unreasonable obstacles during installation, including but not limited to retaining walls, decks, sidewalks and driveways.

3.4 OPPD will, as needed, at its expense install non-metallic conduit for Facilities beneath paved surfaces. SID will coordinate the location of conduit with OPPD installation as to avoid obstacles, including but not limited to sanitary sewers and storm sewer inlets..

3.5 OPPD shall not commence installation of Facilities until the equipment of service suppliers with which OPPD does not coordinate installation of the Facilities, including but not limited to gas and water suppliers, has been installed; provided, however, at the written request of the SID, OPPD will install the Facilities prior to completion of installation by the aforesaid suppliers and, in such event, SID shall reimburse OPPD for damage to, relocation or replacement of the Facilities arising from the installation of equipment by such suppliers and shall defend, indemnify and hold harmless OPPD and its contractors and employees in connection therewith.

4. **Service During Construction.** If SID requires electric service during construction, or if dwellings are constructed within the SID before commencement of installation of the Facilities under the terms of this Agreement, then SID shall arrange for appropriate temporary facilities to supply electric power at the OPPD installation rates then in effect, and shall pay OPPD for such temporary facilities prior to the installation thereof.

5. **Payment.**

5.1 Prior to commencement of installation of the Facilities, SID shall pay OPPD the sum of \$750 per lot for each of the lots listed in Exhibit "A", for a total payment of \$52,500.

5.2 If SID or an individual lot owner within SID constructs a qualifying all-electric home, then, on a case-by-case basis, OPPD will reimburse the per lot installation fee once it verifies installation of qualifying all-electric appliances. For purposes of this paragraph 5(b), "all-electric home" shall mean a home that is constructed with an electric-powered furnace, water heater, stove/oven and clothes dryer.

6. **Property Rights.**

6.1 SID shall grant to or secure for OPPD such easements or other property rights deemed necessary by OPPD in its sole discretion for the installation, operation and maintenance of the Facilities.

6.2 The easement (or other instrument) shall prohibit installation of any permanent buildings, structures, trees, rock walls, retaining walls or other obstructions within the easement area. The area within which the Facilities are installed may be used for gardens and shrubbery that do not interfere with the operation and maintenance of the Facilities.

7. **Interruption of OPPD Work.** If, after notice of the Ready Date, the installation of the Facilities is delayed due to a cause other than the fault of OPPD or a Force Majeur Event (as hereinafter defined), then, for each such incident, SID shall pay to OPPD the sum of \$1,000 in order to compensate OPPD for interruption of its construction forces.

8. **Street Lighting.** SID may request the installation of facilities by OPPD for streetlights. OPPD and SID shall enter into a separate agreement for the installation of such facilities upon approval by appropriate authorities and coordination of necessary pre-construction requirements by SID.

9. **Force Majeur.** Neither party shall be responsible for delays in installation of the Facilities that result from unforeseeable causes beyond the reasonable control of a party, including but not limited to floods, labor disputes and material shortages ("Force Majeur Event").

10 **Indemnification.** To the maximum extent permitted by law, SID shall indemnify and defend OPPD, and its directors, officers, and employees, from and against all claims, suits, liability, expense or damage, including reasonable attorney's fees and court costs, (collectively, "Claims") for damage to property, injury to persons (including death), and any other Claims arising from the negligence or intentional wrongdoing of the SID, or any of its contractors, officers, agents or employees; provided, however, the indemnification provided hereunder shall not apply if such claims, suits, liability, expense or damage are caused solely by the negligence of a person or entity indemnified hereunder. Neither party shall be liable for any punitive, consequential, or incidental damages, or lost profits.

11. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns; provided, neither party may assign or otherwise transfer this Agreement or the rights or privileges herein granted to a third party without the prior written consent of the other party.

12. **Notices.** All notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by facsimile transmission followed by written confirmation of receipt, sent by overnight commercial air courier or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at their addresses or facsimile

numbers set forth on Exhibit "B" hereto (which exhibit may be changed by time to time by notice of either party).

13. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with Nebraska law, without regard to its conflict of laws principles.

14. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. All prior agreements, representations, statements, and negotiations are hereby superseded. This Agreement may be amended only by writing executed by both parties. SID represents and warrants that the execution of this Agreement has been authorized by a resolution of its Board of Trustees, and that the SID is fully empowered to enter into this Agreement with OPPD.

This Agreement is executed in duplicate originals this \_\_\_ day of \_\_\_\_\_, 201\_\_.

OMAHA PUBLIC POWER DISTRICT

SANITARY IMPROVEMENT DISTRICT  
NO. 235 of Sarpy County

By: \_\_\_\_\_  
Name: Bill Lenagh  
Title: Div. Mgr. Customer Sales & Svc

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

W359251 (July 27, 2004)

*Law Offices*

**FULLENKAMP, DOYLE & JOBEUN**

11440 West Center Road  
Omaha, NE 68144  
Fed I.D. #47-0521328

fax 334-0700  
334-0815

May 30, 2012

Chairman & Board of Trustees  
Sanitary and Improvement District No. 235  
of Sarpy County, Nebraska

**STATEMENT FOR SERVICES RENDERED**

For services rendered in connection with:

Underground Electric Service	\$2,625.00
Expenses: Publication and copies	<u>269.51</u>
<b>TOTAL AMOUNT NOW DUE:</b>	<b><u>\$2,894.51</u></b>



**LAMP RYNEARSON  
& ASSOCIATES**  
ENGINEERS | SURVEYORS | PLANNERS

May 22, 2012

14710 W. Dodge Rd., Ste. 100  
Omaha, Nebraska 68154  
[P] 402.496.2498  
[F] 402.496.2730  
www.LRA-Inc.com

Chairman and Board of Trustees  
Sanitary and Improvement District No. 235  
of Sarpy County, Nebraska  
c/o Mr. Brian Doyle, Attorney  
Brian@fdjlaw.com  
Fullenkamp Doyle & Jobeun  
11440 West Center Road, Suite C  
Omaha, NE 68144

REFERENCE: SID No. 235 (Sunridge – Sunridge West)  
Sewer Easements / ROW Acquisition – Sunridge West  
LRA Job No. 0109117.11-030/040/050

Dear Members of the Board:

This is to advise you that we have reviewed the proposed costs for Sewer Easements / ROW Acquisition as required to construct the new sewers and paving to serve Sunridge West. These costs are similar to the costs shown on the Development Cost Estimate Submitted for SID Fiscal Commitment, September 21, 2011. We find these costs to be a reasonable and necessary expense of the District. We recommend payment of these costs directly to Marvale Farm, LLC.

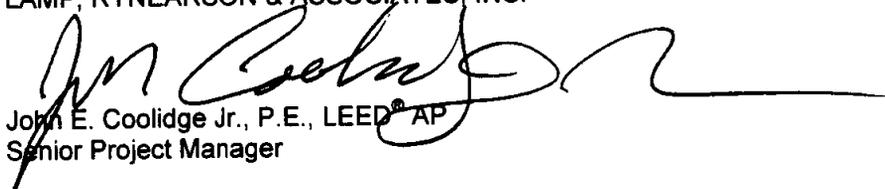
The following is our estimate of the total cost which the District might be expected to incur for the Sewer Easements / ROW Acquisition:

Amount to be paid to Marvale Farm, LLC for Sewer Easements / ROW Acquisition	\$33,015.45
Estimated Engineering, Miscellaneous, Legal, Publication, Financing and Interest Costs	<u>\$5,584.55</u>
<b>TOTAL ESTIMATED PROJECT COST (Sewer Easements)</b>	<b>\$38,600.00</b>

Please call if you have any questions.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

  
John E. Coolidge Jr., P.E., LEED® AP  
Senior Project Manager

Enclosures

c: Loren Johnson, Celebrity Homes

cg:\Engineering\0109117-ADMIN\LTR Doyle - Marvale Farm Easement 120522.docx

**Leaving a Legacy of Enduring Improvements to Our Communities - PURPOSE STATEMENT**

**ENGINEERS SURVEYORS PLANNERS**

FULLENKAMP, DOYLE & JOBEUN  
11440 WEST CENTER ROAD  
OMAHA, NEBRASKA 68144

SANITARY AND IMPROVEMENT DISTRICT NO. 235  
OF SARPY COUNTY, NEBRASKA

NOTICE

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska will be held at **9:00 A.M. on June 20, 2012 at 10333 South 152<sup>nd</sup> Street, Omaha Nebraska,** which meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for public inspection at 11440 West Center Road, Omaha, Nebraska and includes the payment of bills of the District and the consideration and passing or amending and passing the following Resolution, to-wit:

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to pay acquisition fees to Marvale Farm LLC in the amount of \$33,015.45 for the acquisition of Sewer Easements/ROW Acquisition to construct the new sewers and paving to serve Sunridge West.

The outer boundaries of the areas which may be subject to special assessment are the same as the outer boundaries of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

Said plans and specifications have been reviewed by Lamp Rynearson & Associates, engineers for the District and said engineers have filed with the Clerk of the District, prior to the first publication of this Resolution, an estimate of the total costs of said improvement, including engineering fees, legal fees, fiscal fees, interest and other miscellaneous costs, which estimate is in the sum of \$38,600.

To pay the cost of said improvement the Board of Trustees shall have the power to issue negotiable bonds of the District after such improvements have been completed and accepted; said bonds to be called "Sanitary and Improvement District Bonds" and shall be payable and bear interest as provided by the Statutes

Exhibit "A"

of the State of Nebraska.

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

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

SANITARY AND IMPROVEMENT DISTRICT  
NO. 235 OF SARPY COUNTY, NEBRASKA

By: Loren Johnson, Chairman  
Jim Emmons, Clerk

Publication Dates: June 6 and June 13, 2012.



**LAMP RYNEARSON  
& ASSOCIATES**  
ENGINEERS | SURVEYORS | PLANNERS

14710 W. Dodge Rd., Ste. 100  
Omaha, Nebraska 68154  
[P] 402.496.2498  
[F] 402.496.2730  
www.LRA-Inc.com

May 24, 2012

Chairman and Board of Trustees  
Sanitary and Improvement District No. 235  
of Sarpy County, Nebraska  
c/o Mr. Brian Doyle, Attorney  
Fullenkamp Doyle & Jobeun  
11440 West Center Road, Suite C  
Omaha, NE 68144

REFERENCE: S.I.D. No. 235 (Sunridge West)  
MUD Water Main Extension Agreements  
LRA Job No. 0109117.11-067

Dear Mr. Doyle and Board Members:

This is to advise you that we have reviewed the enclosed Water Main Extension Agreements prepared by Metropolitan Utilities District (MUD) for the above referenced project and recommend approval for the same.

We have also reviewed the estimate of construction cost for this project and find it to be a reasonable and necessary expense. We recommend payment of these costs. The following is our estimate of the total cost, which the District might be expected to incur for the construction as proposed:

Amount to be advanced to MUD for	
Installation of interior water mains:	\$155,774.00
Contribution to other pioneer mains	\$14,016.00
<hr/>	
Total amount to be advanced to MUD	\$169,790.00
Estimate Engineering, Miscellaneous,	
Legal, Publication, Financing and Interest Cost:	\$50,210.00
<hr/>	
TOTAL ESTIMATED PROJECT COST:	\$220,000.00

If the documents meet with your approval, please have both copies properly executed and return them with payment to MUD.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

Aaron J. Grote, P.E.  
Senior Project Engineer

Enclosures

c: Loren Johnson

mm\L:\Engineering\0109117\ADMIN\LTR Doyle 120524.docx

Leaving a Legacy of Enduring Improvements to Our Communities - PURPOSE STATEMENT

ENGINEERS SURVEYORS PLANNERS

FULLENKAMP, DOYLE & JOBEUN  
11440 WEST CENTER ROAD  
OMAHA, NEBRASKA 68144

SANITARY AND IMPROVEMENT DISTRICT NO. 235  
OF SARPY COUNTY, NEBRASKA

NOTICE

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska will be held at 9:00 A.M. on June 20, 2012 at 10333 South 152<sup>nd</sup> Street, Omaha, Nebraska, which meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for public inspection at 11440 West Center Road, Omaha, Nebraska and includes the payment of bills of the District and the consideration and passing or amending and passing the following Resolution, to-wit:

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to enter into a Water Main Extension Agreement with Metropolitan Utilities District for the construction of an improvement within the boundaries of the District, said improvement to be designated as Interior Water Mains and shall be constructed as follows:

**WATER MAIN EXTENSION AGREEMENT**

District Job No. 100055000920

THIS AGREEMENT is entered into on \_\_\_\_\_ 20\_\_ , between the METROPOLITAN UTILITIES DISTRICT OF OMAHA, NEBRASKA, ("District") and Sanitary Improvement District #235 of Sarpy County ("Applicant").

In consideration of the Applicant's payment of One Hundred Sixty Nine Thousand Seven Hundred Ninety and 00/100 Dollars (\$ 169,790.00 ) to the District, receipt of which is acknowledged, the District shall install, as soon as is reasonably possible,

1020'+/- of 8" and 1780'+/- of 6" D.I.P.J. water main in Sunridge West Subdivision at 183rd and Harrison Street to serve lots 1-70

Exhibit "A"

as shown on the attached plat marked Exhibit "A", together with such appurtenances, as the District deems necessary (the "main" or "mains"). This consideration includes (1) the estimated (total) cost of the main installation (\$ 155,774 ) (based on an average of past jobs of similar size and length) and (2) the (estimated) contributions to other pioneer mains (\$ 14,016 ). The estimated total cost of the main installation is \$ 155,774 , of which cost the District shall assume \$ None , which is the estimated difference in cost between an 8" & 6 " main required and an 8" & 6 " main installed.

If the estimated (total) cost for the installation of the main or the estimated contributions to other pioneer mains, or both, are not sufficient to cover the actual costs and/or contributions, Applicant shall pay to the District the actual costs and/or contributions, over the estimated costs and/or contributions. The District may refuse service from the main until such payment(s) has/have been made. If the actual (total) cost for the installation of the main and appurtenances or the estimated contributions to other pioneer mains, or both, are less than the amount paid, the difference, of either or both, whichever the case may be, shall be refunded to the Applicant.

The District may permit others to tap the main, but when an application to connect to the main is granted to serve the following real property:

- The south 195.9' of the north 228.9' of the west 150' of the east 675.11' of the NW 1/4 of the NE 1/4 of Section 17, T.14 N., R.11 E. lying directly west of and abutting 184th Street
- The south 150' of the north 1445.38' of the east 160'+/- of the NW 1/4 of the NE 1/4 of Section 17, T.14 N., R.11 E. lying directly south of and abutting Josephine Street
- The south 64'+/- of the north 1295.38'+/- of the west 150' of the east 310'+/- of the NW 1/4 of the NE 1/4 of Section 17, T.14 N., R.11 E. lying directly west of and abutting Josephine Street

abutting the main, the District shall collect the connection charge in accordance with the District's Water Rules and Regulations and procedures. The District shall refund to the Applicant the connection charges collected on an annual basis. The District shall not make refunds more than twenty (20) years after the main is placed in service.

The District shall demand payment of connection charges but shall not be obligated to pursue litigation to collect a connection charge for refund purposes, but the District shall refuse individual connections to the water main until the individual connection charge is paid. The Applicant shall be regarded as a third-party beneficiary under this Agreement to pursue the Applicant's own collection of an unpaid connection charge.

The Applicant shall not change the location or grade of the street(s) over which Applicant has control, as shown on Exhibit "A". The Applicant shall grade the street(s) to conform to Exhibit "A" before the main installation. Where streets will not be paved, the right-of-way ("R.O.W.") shall be graded to conform to the grade that has been legally established by the appropriate governing body. Where the grade has not been established, the grade shall be satisfactory to the District. Where streets are to be paved, the District shall not begin the main installation until the Applicant has completed street paving, storm sewer inlet installation and finish grading of the R.O.W. If, within five (5) years from date the main installation is placed in service, the

District deems it necessary to relocate, lower or raise the grade of all or part of the main as a result of the Applicant's failure to have brought the street(s) to grade before the main installation or a change in the grade or location of the street(s), then the Applicant shall pay the District's costs of raising, lowering or relocating the main.

The main shall be owned by and under the control of the District, its successors and assigns.

The District shall use reasonable efforts to avoid damaging or removing erosion control measures. The District may remove erosion control measures if the District determines that such measures interfere with the installation, repair or maintenance of the District's mains. The Applicant shall repair or replace erosion control measures after the District has completed the part of the main installation that required damage to or removal of the erosion control measures. The District shall not be responsible for damage to or removal of erosion control measures and shall not be responsible to repair or replace them. The Applicant shall indemnify the District from all liabilities, federal, state, local or personal, that may arise due to such damage or removal.

This main installation is subject to the approval of the District's Board of Directors. If the installation is not approved, this Agreement is void. If the Applicant cancels this Agreement or fails to perform under it, the Applicant shall pay the District's design costs and all other costs and expenses incurred.

Applicant shall not landscape or allow anyone else to landscape in the street right-of-way or in easements obtained for main installation prior to the main installation. If Applicant does so, the District may remove any landscaping necessary for installation of the water mains. Applicant shall pay the additional costs of main installation caused by such landscaping. Landscaping is defined as the placing of any decorative materials, including but not limited to, the planting of trees or shrubbery and the placing of large rocks or other large decorative objects.

This Agreement is conditioned upon receipt of all permits and easements necessary for the main installation.

If the main installation is delayed due to severe cold weather or when there is more than eight (8) inches of frost in the ground, the District's Contractor shall not be required to work on the project without additional compensation and/or an appropriate time extension.

The outer boundaries of the areas which may be subject to special assessments for said improvement are proposed to be the same as the outer boundaries of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska.

Said plans and specifications have been reviewed by Lamp Rynearson & Associates, engineers for the District and said engineers have filed with the Clerk of the District, prior to the first publication of this Resolution, an estimate of the total costs of said improvement, including

engineering fees, legal fees, fiscal fees, interest and other miscellaneous costs, which estimate is in the sum of \$220,000.

To pay the cost of said improvement the Board of Trustees shall have the power to issue negotiable bonds of the District after such improvements have been completed and accepted; said bonds to be called "Sanitary and Improvement District Bonds" and shall be payable and bear interest as provided by the Statutes of the State of Nebraska.

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

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

SANITARY AND IMPROVEMENT DISTRICT  
NO. 235 OF SARPY COUNTY, NEBRASKA

By: Loren Johnson, Chairman  
Jim Emmons, Clerk

Publication Dates: June 6 and June 13, 2012

## AGREEMENT

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between Sanitary and Improvement District No. 235 of Sarpy County, Nebraska, located in the vicinity of Sunridge West, (hereinafter called "SID"), and the Omaha Public Power District, a public corporation and political subdivision of the State of Nebraska (hereinafter called "OPPD").

WITNESSETH;

WHEREAS, the SID desires to provide street lighting for the public streets and highways within its boundaries; and

WHEREAS, the SID requests OPPD to install the necessary street lights, provide the electricity therefore, and operate and maintain the street lighting system; and

WHEREAS, the SID may desire to have installed from time to time additional street lights referred to hereinafter.

NOW, THEREFORE, it is mutually agreed as follows:

### ARTICLE I

OPPD will install, operate and maintain the foregoing street lighting system, according to the methods of lights herein described, and at the rates, terms and conditions herein set forth. OPPD shall have and retain title to all of the equipment it installs for the lighting units. The rates for lighting units hereinafter described in this Article are determined from OPPD's published Rate Schedule No. 350 - Municipal Service, Street Lighting, which is attached and made a part of this Agreement.

## ARTICLE II

- A. The SID shall furnish OPPD a copy of its Articles of Incorporation to include the map showing thereon its boundaries. The SID shall further furnish OPPD any changes in its Articles of Incorporation to include any changes in its boundaries.
  
- B. If practicable, OPPD will install, operate and maintain, when so directed or ordered by the SID, additional standard methods of lighting units hereinbefore designated, but only at the rates per annum set forth in Article I and under the terms and conditions hereinafter set forth.
  
- C. The rates for standard methods of lighting units, where the current is supplied from an underground type system, are based on OPPD's installing and maintaining the underground conductors at no additional charge to the SID contingent on:
  - 1. OPPD installing the underground conductors in conjunction with the initial installation of the lighting units;
  - 2. Conductors for direct burial can be laid in ground where other physical protection for the conductors is not deemed desirable by OPPD;
  - 3. The conductors being installed in areas which do not require disturbing, cutting through, drilling or otherwise tunneling under sidewalks, paved roads or other hardtop type surfaces, or other obstructions at the time of installation or in future maintenance including replacement of the conductors;
  - 4. OPPD having unimpeded access to the area for its trenching, plowing and other installation or maintenance equipment;
  - 5. An underground supply system at the proper standard secondary voltage to supply the lighting is available without added expense to OPPD.

If any one or more of the foregoing conditions is not applicable, the SID will reimburse OPPD its resulting increased installation costs.

- D. The annual rate per lighting unit is based on the premise that the transformers, required to furnish the electric service for the permanent homes or other permanent buildings built within the area served by the SID, are in place. Since the current for supplying the street lighting is furnished from such transformers, OPPD will only install and energize the street lighting units on an individual or group basis contingent on its requirements for the installation of such transformers.
- E. All installations are subject to approval of other legal authorities having jurisdiction.

### ARTICLE III

- A. On or before the fifteenth (15th) day of each calendar month, or within ten (10) days of receipt of the bill, whichever is later, the SID shall pay for the service rendered during the preceding month, one-twelfth (1/12th) of the annual charge, as set forth in Article I hereof, for each unit of lighting operating on the twentieth (20th) day of such preceding month. Bills for additional charges, per the terms herein contained, shall be enclosed with a monthly bill and paid therewith. The SID agrees to make any and all payments to OPPD in such form or manner as will enable OPPD to convert such payment to cash, at face value, within ten (10) days after receipt of the payment. It is expressly agreed by the parties hereto that OPPD shall not be required to make any installation or incur any expenditure under the terms of this Agreement if, in the sole judgement and determination of OPPD, it shall appear that OPPD would not receive cash payment for such installation or expenditure within thirty (30) days after the submission to the SID of a billing for such installation or expenditure. It is further agreed that in the event the SID fails to make payment to OPPD within thirty (30) days after receipt of a billing from OPPD, or fails to make payment to OPPD in such manner as will enable OPPD to convert said payment to cash at face value within ten (10) days after receipt of the payment, OPPD, without notice to the SID, may at its election disconnect and terminate all service and electric energy being supplied to the SID under this Agreement, and

in such event the costs for removal plus the undepreciated value of the installed costs, less any salvage value, of the equipment provided by OPPD for the lighting units shall become immediately due and payable by SID to OPPD.

- B. OPPD may accept a continuing guaranty from the fiscal agent for the SID or from some financially responsible third party, which guaranty shall be in the form of an addendum attached hereto.

#### ARTICLE IV

OPPD will operate and maintain the lighting system and such additional lighting units as may be ordered installed by the SID under the Provisions of Article II hereof and in accordance with the following conditions:

- A. All requests to OPPD for the installation of street lighting shall be submitted in writing by a duly authorized officer of the SID prior to their installation. The plans showing the proposed location of each lighting unit will then be prepared by OPPD and submitted to the SID for its approval.
- B. All of the units of lighting covered by this agreement shall normally operate daily from approximately one-half hour after sunset to approximately one-half hour before sunrise.
- C. Rates for Standard Methods of lighting units, as established in Article I, are based on the lamps described in Article I as standard for this area unless otherwise mutually agreed.
- D. The rates established in this agreement for all Standard Methods of lighting units are based on the use of OPPD's standard wood and steel poles to support the luminaries at the mounting height specified in Article I. Poles, that have special break or slip on impact features (commonly referred to as "break-away features") designed into either the pole or any part of its supporting structures, shall be classified as a nonstandard pole and shall not be included in the rates for Standard Methods of lighting units and shall not be installed by

OPPD. If poles with "break-away features" are desired by the SID, an addendum to this agreement is required.

- E. OPPD reserves the right to refuse installation of Standard Methods of lighting units when due to their location either unsafe or otherwise unreasonable maintenance conditions will foreseeable exist. It further reserves the right to remove any Standard Method lighting unit, after installation, if unsafe or otherwise unreasonable maintenance conditions later develop. In this latter condition, prior to removal of the unit, the SID will be consulted for resolving the problem by mutual agreement. It is agreed that luminaries for all Standard Methods of lighting units shall be located not more than forty (40) feet above an accessible firm surface on which OPPD's standard vehicular maintenance equipment can be readily positioned. Such firm surface is to be maintained by other than OPPD.
- F. The SID shall reimburse OPPD for excessive installation costs for Standard Methods of lighting units due to the SID's requesting such type units be located on bridges or their approaches, ramps, over subterranean areas, etc., or in areas where OPPD's standard secondary voltage required to supply the lighting unit or units is not readily available. Not readily available is defined to include instances where OPPD determines that a street lighting installation requires:
1. An extension of its primary voltage distribution system;
  2. The installation of a transformer to supply the standard secondary voltage;
  3. The installation of an intervening pole or poles is required to support the overhead conductors supplying the current to a street lighting unit; or
  4. The installation of underground secondary voltage cable in excess of 175 feet is required for supplying the current to a street lighting unit.

The amount to be paid by the SID to OPPD for such installations shall be mutually agreed upon prior to the installation of the unit or units.

- G. The rates established in this agreement for Standard Method types of lighting units mounted on wood poles are based on the use of a six (6) foot mast arm. When the SID shall require the installation of a Standard Method type of lighting unit on a wood pole in an area that requires the use of mast arms longer than six (6) feet, the SID shall reimburse OPPD its added installed costs for each such longer mast arm at the current rate. This additional charge will not apply when an existing wood distribution pole, owned by OPPD, is used for the lighting installation. When mast arms longer than six (6) feet are required on steel poles, the installation will require the use of a special steel pole. The SID in such latter instance will reimburse OPPD for the difference in the installed costs between the special pole required, including the longer mast arm, and that of the standard steel pole with standard mast arm. If such special pole must be replaced in kind due to damage, the SID shall reimburse OPPD the difference in the then installed costs of the special pole so required as opposed to that of the standard pole with standard mast arm that otherwise could have been used for replacement.
- H. The SID shall have the right to replace any Standard Method type of lighting unit with any other Standard Method type of lighting unit provided the SID shall reimburse OPPD its costs for removal, plus the undepreciated value of the installed cost less any salvage value of all equipment that is replaced. If a Standard Method type of lighting unit is to be removed without replacement, the SID shall reimburse OPPD its removal costs plus the undepreciated value of the installed cost, less any salvage value of all equipment provided by OPPD for such lighting unit. If the SID requires OPPD to move a Standard Method type of lighting unit, the SID shall reimburse OPPD its costs for the moving of such a unit.
- I. Only a metal pole shall be used to support a Standard Method lighting unit supplied from underground conductors unless, due to its location, it is desirable to use a wood pole required by OPPD for its distribution system.

- J. If the SID requests OPPD to furnish temporary roadway lighting, the SID shall reimburse OPPD its costs incidental to installing and later removing any equipment or materials required to furnish such temporary lighting.
- K. Reimbursable costs specified herein shall include labor, materials and automotive or other maintenance equipment expense plus OPPD's current allocation factor for administration, accounting, and other general expense. Unless other arrangements agreeable to OPPD are made, the billing for such reimbursable maintenance and other costs shall be enclosed with a regular monthly street lighting bill.
- L. OPPD will not be responsible for trimming trees for the distribution of light emanating from any Method of lighting unit.

#### ARTICLE V

This agreement shall remain in full force and effect for a period of four (4) years after the date of execution, except that because of changing labor and material costs, or the development of new types of lighting units, or the development of other conditions not foreseen in the agreement, OPPD or the SID shall have the right at any time after one (1) year to seek renegotiation of the terms and conditions of the agreement. Rates, as determined for Standard Methods of lighting units from OPPD's Published Schedule 350 or otherwise, are required by law to be determined by OPPD's Board of Directors and are subject to change by it at any time.

At the end of the said four (4) year period this agreement shall remain in full force and effect under the same terms and conditions and under the then prevailing rates charged by OPPD to the other municipalities and corporations for public street or roadway lighting and will continue in force thereafter unless canceled by thirty (30) days notice by either party to the other.

At the time this agreement is canceled by the SID as herein provided, the SID shall pay to OPPD its costs for removal plus the undepreciated value of the installed cost less any salvage value of the equipment provided by OPPD for the lighting units. Such amount shall be due and payable on receipt by the SID of the billing from OPPD.

This agreement shall be binding on the successors or assigns of the parties hereto.

IN WITNESS WHEREOF, Sanitary and Improvement District No. 235 of Sarpy County, Nebraska, hereby warrants that its Articles of Incorporation contain the legal powers to enter into this Agreement and has caused these presents to be executed in duplicate by its Chairman pursuant to the authority contained in resolution dated \_\_\_\_\_, and the said Omaha Public Power District has caused these presents to be executed in duplicate.

OMAHA PUBLIC POWER DISTRICT

SANITARY IMPROVEMENT DISTRICT  
NO. 235 of Sarpy County

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: William Lenagh

Name: \_\_\_\_\_

Title: Div. Mgr. of Customer Sales & Service

Project No.

GUARANTY

**WHEREAS**

(hereinafter "Guarantor") is the fiscal agent for or is otherwise interested in the development of, Sanitary and Improvement District No. 235 Sarpy County, Nebraska (hereinafter "SID"); and

**WHEREAS** SID desires to purchase electrical service from the Omaha Public Power District (hereinafter "OPPD"); and

**WHEREAS**, because of its limited sources of revenue, SID may be unable to pay its general fund electrical services bills to OPPD as they come due; and

**WHEREAS** SID desires to have OPPD install certain electrical service facilities within the boundaries of SID; and

**WHEREAS** OPPD requires a method of obtaining immediate payment in cash for all general fund warrants issued by SID to OPPD for electrical services;

**NOW THEREFORE**, in order to induce OPPD to install said electrical service facilities and to sell electrical service to SID, Guarantor hereby guarantees that it will immediately purchase from OPPD for cash, at not less than the face value thereof, all general fund warrants issued by SID to OPPD for electrical service and registered by OPPD with the proper County Treasurer.

DATED: \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Guarantor

ATTEST/WITNESS: \_\_\_\_\_

**Billing Information:**

Sanitary and Improvement District No. 235 of Sarpy County

Billing Name: \_\_\_\_\_

% \_\_\_\_\_

Address: \_\_\_\_\_

City, St. & Zip: \_\_\_\_\_

**SCHEDULE NO. 350**

**MUNICIPAL SERVICE  
STREET LIGHTING**

**Availability:**

To the State of Nebraska, and all Counties, Cities, Villages and Sanitary Improvement Districts throughout the District's service area. The single phase, alternating current, electric service will be supplied by the District's standard voltages, for the operation of street lighting systems for public highways, streets, and thoroughfares.

**General Conditions:**

Units of street lighting not priced in Parts 1 or 2 shall be specifically priced in the street lighting contract.

**Contract:**

Each Consumer shall enter into a contract with the District for street lighting service. Such contract shall be for a period of one year, or longer, at the District's option, and shall include a reference to this street lighting schedule and the Service Regulations of the District. The District's Service Regulations including the rate adjustment provisions thereof form a part of this schedule.

**Special Conditions:**

Annual rates stated herein shall be paid in 12 equal monthly installments; plus a Late Payment Charge in the amount of 4% of the Monthly Rate and applicable taxes will be assessed if the current month's bill payment is not received by the District on or before the due date.

The provisions of Rate Schedule No. 461 apply to this rate schedule. The adjustment will be applied to the monthly energy usage for each lighting method based on the relevant light source and lamp size for such method. For information regarding kWh usage, please go to [www.oppd.com/rates/index.htm](http://www.oppd.com/rates/index.htm).

The District, at its discretion, may replace decorative units with like decorative units if the original decorative unit is no longer available or is not available at a reasonable cost.

**Definitions:**

**Method:** Identifies the specific combination of features (light source, mounting height, lamp size, and number of lamps) that comprise an individual streetlight.

**Consumer Owned Poles and Fixtures:** Poles and fixtures, provided by the Consumer, to which the District adds District owned streetlight equipment and separate service wiring.

**SCHEDULE NO. 350**

**MUNICIPAL SERVICE  
 STREET LIGHTING**

Units: One or more components, including fixture, lamp, photocell, and pole, that comprise a street light.

**PART 1 - DISTRICT OWNED AND MAINTAINED SYSTEM  
 (Dusk to Dawn)**

Category No. 1: Standard Utility Style Lighting Methods

Annual Rate (\$):

Method	Light Source	Approximate Mounting Height (feet)	Lamp Size (watts)	District Owned Pole				Consumer Owned Pole	
				Wood		Metal		Single Lamp	Twin Lamps
				Single Lamp	Twin Lamps	Single Lamp	Twin Lamps		
<u>Overhead Wiring</u>									
61	H.P. Sodium	25	100	157.08	216.24	197.28	254.16		
66	H.P. Sodium	30	200	178.92	252.60	224.76	319.20		
68	H.P. Sodium	30	400	214.08	322.92	260.04	389.40		
67	H.P. Sodium	40	200	185.76	263.04	256.44	381.60		
65	H.P. Sodium	40	400	220.92	333.36	291.48	451.68		
<u>Underground Wiring</u>									
19 61	H.P. Sodium	25	100	182.16	241.92	211.56	269.52	177.72	245.04
66	H.P. Sodium	30	200	205.20	279.72	240.84	336.00	200.04	281.40
68	H.P. Sodium	30	400	240.48	350.04	275.88	406.20	235.08	352.08
67	H.P. Sodium	40	200	215.40	293.76	275.76	401.64	211.68	300.00
65	H.P. Sodium	40	400	250.56	363.84	311.04	471.84	246.96	370.20

**SCHEDULE NO. 350**

**MUNICIPAL SERVICE  
 STREET LIGHTING**

**PART 1 - DISTRICT OWNED AND MAINTAINED SYSTEM  
 (Dusk to Dawn)**

Category No. 2: Standard Decorative Lighting Methods

Annual Rate (\$):

<u>Method</u>	<u>Light Source</u>	<u>Approximate Mounting Height (feet)</u>	<u>Lamp Size (watts)</u>	<u>District Owned Pole</u>		<u>Consumer Owned Pole</u>	
				<u>Single Lamp</u>	<u>Twin Lamps</u>	<u>Single Lamp</u>	<u>Twin Lamps</u>
	<u>Underground Wiring</u>						
52	H.P. Sodium	25	100	385.80	534.96	264.24	
51	H.P. Sodium	30	200	395.40	560.64	284.88	
53	H.P. Sodium	30	400	474.12	721.68	363.48	600.12
58	H.P. Sodium	40	400	489.36	735.48	368.88	608.16
57	Metal Halide	30	400	502.80	775.08	392.40	
59	Metal Halide	40	400	518.16	790.68	397.56	663.48

**SCHEDULE NO. 350**

**MUNICIPAL SERVICE  
STREET LIGHTING**

**PART 1 - DISTRICT OWNED AND MAINTAINED SYSTEM  
(Dusk to Dawn)**

Category No. 3: Restricted Lighting Methods  
Availability is Restricted to Existing Streetlights.

Existing Units may be removed or replaced at the District's convenience.

Annual Rate (\$):

Method	Light Source	Approximate Mounting Height (feet)	Lamp Size (watts)	District Owned Pole				Consumer Owned Pole	
				Wood		Metal		Single Lamp	Twin Lamps
				Single Lamp	Twin Lamps	Single Lamp	Twin Lamps	Single Lamp	Twin Lamps
<u>Overhead Wiring</u>									
63	H.P. Sodium	30	250	188.40		234.24			
64	H.P. Sodium	40	250	195.00					
16	Mercury Vapor	25	100	151.56		191.52			
15	Mercury Vapor	25	175	162.60	227.16	202.80	265.20		
17	Mercury Vapor	25	250	176.04		216.24			
14	Mercury Vapor	30	400	208.32	311.28	254.16	377.40		
44	Mercury Vapor	40	400	215.04		285.84			
48	Mercury Vapor	40	700	280.56	452.76				
49	Mercury Vapor	40	1,000	323.40		394.08			
<u>Underground Wiring</u>									
63	H.P. Sodium	30	250	214.44		250.32		209.40	
62	H.P. Sodium	30	400				356.88		270.84
64	H.P. Sodium	40	250			285.24		220.92	
16	Mercury Vapor	25	100			205.92			
15	Mercury Vapor	25	175	187.44		216.84	280.56	183.48	
17	Mercury Vapor	25	250	201.00		230.40	307.44	196.68	
14	Mercury Vapor	30	400	234.48		270.12	394.32	229.44	340.32
44	Mercury Vapor	40	400	244.56		305.04	460.08	240.96	
49	Mercury Vapor	40	1,000	353.16		413.52			

**SCHEDULE NO. 350**

**MUNICIPAL SERVICE  
 STREET LIGHTING**

**PART 1 - DISTRICT OWNED AND MAINTAINED SYSTEM  
 (Dusk to Dawn)**

Category No. 4: Optional Decorative Lighting Methods

Annual Rate (\$):

Method	Light Source	Approximate Mounting Height (feet)	Lamp Size (watts)	Fixture	District Owned Pole and Fixture		Consumer Owned Pole and Fixture	
					Single Lamp	Twin Lamps	Single Lamp	Twin Lamps

Underground  
 Wiring

Decorative Method Without Base:

90	H.P. Sodium	16	70	Acorn	371.88		141.36
91	H.P. Sodium	16	70	Globe	398.40		141.36
92	H.P. Sodium	20	100	Top Hat	298.32		149.04
93	H.P. Sodium	20	100	Lantern	314.88		149.04

Decorative Method With Base and Ring:

10	H.P. Sodium	12	70	Acorn	418.44		141.36
11	H.P. Sodium	12	70	Globe	444.96		141.36
90	H.P. Sodium	16	70	Acorn	413.88		141.36
91	H.P. Sodium	16	70	Globe	440.40		141.36
92	H.P. Sodium	20	100	Top Hat	340.56		149.04
93	H.P. Sodium	20	100	Lantern	357.24		149.04

Standard Rate with Upfront Payment of Decorative Differential:

Decorative Method Without Base:

94	H.P. Sodium	16	70	Acorn	203.88		
95	H.P. Sodium	16	70	Globe	203.88		
96	H.P. Sodium	20	100	Top Hat	211.56		
97	H.P. Sodium	20	100	Lantern	211.56		

Decorative Method With Base and Ring:

12	H.P. Sodium	12	70	Acorn	203.88		
13	H.P. Sodium	12	70	Globe	203.88		
94	H.P. Sodium	16	70	Acorn	203.88		
95	H.P. Sodium	16	70	Globe	203.88		
96	H.P. Sodium	20	100	Top Hat	211.56		
97	H.P. Sodium	20	100	Lantern	211.56		
98	Metal Halide	14	150	Bounce	225.12		

**SCHEDULE NO. 350**

**MUNICIPAL SERVICE  
 STREET LIGHTING**

**PART 1 - DISTRICT OWNED AND MAINTAINED SYSTEM  
 (Dusk to Dawn)**

Category No. 5: LED Lighting Methods\*

Annual Rate (\$):

<u>Method</u>	<u>Light Source</u>	<u>Approximate Mounting Height (feet)</u>	<u>Lamp Size (watts)</u>	<u>District Owned Pole Consumer Owned Fixture</u>	
				<u>Wood</u>	<u>Metal</u>
<u>Overhead Wiring</u>					
28	LED	25	100	133.92	160.92
29	LED	30	100	141.48	176.64
30	LED	30	200	141.96	177.12
31	LED	40	200	142.32	204.24
<u>Underground Wiring</u>					
28	LED	25	100	148.20	175.20
29	LED	30	100	155.76	190.92
30	LED	30	200	160.92	205.32
31	LED	40	200	171.36	232.32

\*Additional agreements will be required.

**SCHEDULE NO. 350**

**MUNICIPAL SERVICE  
 STREET LIGHTING**

**PART 2 - CONSUMER OWNED SYSTEM OPERATED BY DISTRICT**

Annual Rate (\$):

<u>Method</u>	<u>Light Source</u>	<u>Lamp Size (watts)</u>	<u>Dusk to Dawn</u>	<u>24-Hour Service</u>
77	H.P. Sodium	50	96.36	
78	H.P. Sodium	70	101.76	
71	H.P. Sodium	100	109.44	
72	H.P. Sodium	150	117.12	
76	H.P. Sodium	200	123.72	
73	H.P. Sodium	250	130.56	
74	H.P. Sodium	400	153.24	
79	H.P. Sodium	1,000	237.12	
37	Incandescent	60		106.20
27	Incandescent	150	109.56	
20	Mercury Vapor	100	106.92	
22	Mercury Vapor	250	128.52	
23	Mercury Vapor	400	149.64	
24	Mercury Vapor	700	193.68	
25	Mercury Vapor	1,000	231.48	
87	Metal Halide	50	98.76	
88	Metal Halide	70	101.64	
80	Metal Halide	100	106.92	
89	Metal Halide	150	114.00	
81	Metal Halide	175	117.60	
86	Metal Halide	200	121.44	
82	Metal Halide	250	128.52	
83	Metal Halide	400	149.64	
84	Metal Halide	700	193.68	
85	Metal Halide	1,000	231.48	

The District has the option of furnishing maintenance service to Part 2 streetlights on a reimbursable basis. The terms and conditions of such service will be set forth in individual contracts.

## AGENDA

Sanitary and Improvement District No. 235 of Sarpy County, Nebraska; Meeting to be held May 30, 2012.

1. Present Open Meeting Laws.

2. Vote on and approve Resolution of Necessity for the District entering into an Underground Service Agreement for the construction of Underground Electric Service; being the same Resolution adopted in form at the meeting of the Board of Trustees held on May 9, 2012.

3. Present and award contract to the low bidder Kersten Construction, Inc. in the amount of \$587,770.65 in connection with Sanitary Sewer, Outfall Sewer, Storm and Paving - Section II.

4. Present statements, vote on and approve payment from the General Fund Account of the District for the following:

- |   |            |
|---|------------|
| a) Lamp Rynearson & Associates for engineering services.<br>(#3)  | \$606.58   |
| b) Omaha Public Power District for electrical services.   | \$2,170.02 |
| c) Kuehl Capital Corporation for the placement of<br>General Fund warrants issued at this meeting (4%). | \$111.06   |

5. Present statements, vote on and approve payment from the Construction Fund Account of the District for the following:

- |   |             |
|---|-------------|
| a) Lamp Rynearson & Associates for engineering services<br>in connection with Sanitary Sewer, Outfall Sewer, Storm<br>and Paving - Section II. (#2) | \$21,855.75 |
| b) Omaha Public Power District in connection with<br>Underground Electric Service.  | \$52,500.00 |
| c) Fullenkamp Doyle & Jobeun for legal services in<br>connection with Underground Electric Service.   | \$2,895.02  |
| d) Kuehl Capital Corporation for the placement of<br>Construction Fund warrants issued at this meeting. (4%)  | \$3,090.03  |

6. Present proposed Resolution of Necessity for the District to acquire from Marvale Farm LLC in the amount of \$33,015.45 for the acquisition of Sewer Easements/ROW Acquisition to construct the new sewers and paving to Sunridge West; order hearing to be held and necessary publications for same.

7. Present proposed Resolution of Necessity for the District entering into a Water Extension Agreement with Metropolitan Utilities District for the construction of Interior Water Mains; order hearing to be held and necessary publications for same.

8. Present Agreements for street lighting between the District and Omaha Public Power District; vote on and approve same.