

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 23rd day of July 2012


Chairperson


Clerk

Lutz

**MEETING MINUTES OF
SANITARY AND IMPROVEMENT DISTRICT NO. 235
OF SARPY COUNTY, NEBRASKA HELD ON JUNE 20, 2012**

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 8:30 a.m. July 23, 2012 at 10333 So. 152nd 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 July 11, 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 Chairman then brought the Board's attention to the fact that General Fund Warrant Nos. 998, 1003 and 1042 were being voided as no processing fee was due Kuehl Capital Corporation.

The Chairman then presented the Paying Agent and Registrar Agreement whereby Bankers Trust as Registrar will provide services as paying agent and registrar from time to time for warrants issued by the 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.

The Chairman then presented the statement of Lamp Rynearson & Associates for engineering services in connection with MUD, OPPD, Sanitary Sewer, Outfall Sewer, Storm and Paving Section

II in the sum of \$14,453.87 and the Clerk was directed to attach a copy to these minutes.

The Chairman then presented the engineer's approval letter for Kersten Construction, Inc. for Pay Estimate No. 1 in connection with Outfall Sewer, Sanitary Sewer, Storm Sewer & Paving Section II, per the contract entered into between the District and Kersten Construction for work completed to date along with approval from Sarpy County, in the sum of \$42,424.89 and the Clerk was directed to attach a copy to these minutes.

The Chairman then presented Change Order No. 1 for Outfall Sewer, Sanitary Sewer, Storm Sewer & Paving Section II, whereupon, following discussion, a motion was duly made, seconded and unanimously adopted authorizing the Chairman and Clerk to execute said Change Order on behalf of the District. The Clerk was then directed to attach a copy of said Change Order to these minutes.

The Chairman then presented the statement of Fullenkamp Doyle & Jobeun for legal services in connection with Outfall Sewer, Sanitary Sewer, Storm Sewer and Paving - Section II in the sum of \$2,637.20 and the Clerk was directed to attach a copy to these minutes.

The Chairman then presented the statement of Thiele Geotech Inc. in connection with Outfall Sewer, Sanitary Sewer, Storm Sewer and Paving - Section II in the sum of \$354.50 and the Clerk was directed to attach a copy to these minutes.

The Chairman then presented the statement of Bankers Trust for paying agent and registrar fees in the sum of \$750.00 and the Clerk was directed to attach a copy to these minutes.

The Chairman then advised that Kuehl Capital Corporation will place \$60,620.46 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 \$2,424.81.

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

- | | |
|--|----------|
| a) Team Green for green area maintenance. (#312, 412, 512) | \$866.00 |
| b) Hausman Enterprises, Inc. for erosion control maintenance. (#12684) | \$476.00 |

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. 1043 through 1055, 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. 1043 through 1053, inclusive, 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 July 23, 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, and Warrant Nos. 1054 through 1055, inclusive, to be payable from the General Fund Account of the District and to be redeemed no later than July 23, 2015; to-wit:

- 1) Warrant No. 1043 for \$10,000.00 and Warrant No. 1044 for \$4,453.87 all payable to Lamp Rynearson & Associates for engineering services.
- 2) Warrant No. 1045 through 1048, inclusive, each for \$10,000.00 and Warrant No. 1049 for \$2,424.89 all payable to Kersten Construction, Inc. in connection with Pay Estimate No. 1 for Outfall Sewer, Sanitary Sewer, Storm Sewer & Paving Section II.
- 3) Warrant No. 1050 for \$2,637.20 payable to Fullenkamp Doyle & Jobeun for legal services in connection with legal services for Outfall Sewer, Sanitary Sewer, Storm Sewer & Paving Section II
- 4) Warrant No. 1051 for \$354.50 payable to Thiele Geotech, Inc. in connection with Outfall Sewer, Sanitary Sewer, Storm Sewer & Paving - Section II.
- 5) Warrant No. 1052 for \$750.00 payable to Bankers Trust for paying agent fees.
- 6) Warrant No. 1053 for \$2,424.81 payable to Kuehl Capital Corporation for the placement of Construction Fund warrants issued at this meeting.
- 7) Warrant No. 1054 for \$866.00 payable to Team Green for green area maintenance.
- 8) Warrant No. 1055 for \$476.00 payable to Hausman Enterprises Inc. for erosion control maintenance.

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 Gas Main Extension Agreement between the District and Metropolitan Utilities District for execution. Following review, it was unanimously agreed upon to have the Chairman and Clerk executed 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

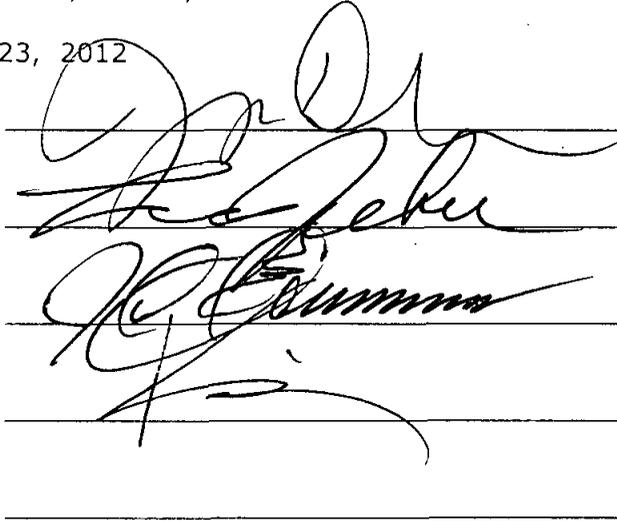


Jim Emmons, Clerk

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 8:30 a.m. on July 23, 2012 at 11440 West Center Road, Omaha, Nebraska.

DATED: June 23, 2012



The image shows four handwritten signatures in black ink, each written on a horizontal line. The signatures are cursive and stylized. The first signature is the most prominent, followed by three others below it. The lines are evenly spaced and extend across the width of the page.

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 July 23, 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 July 11, 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

**PAYING AGENT AND REGISTRAR AGREEMENT
FOR WARRANTS**

THIS PAYING AGENT AND REGISTRAR AGREEMENT FOR WARRANTS (this "Agreement") made and entered into the _____ day of _____, 2012 by and between **SANITARY AND IMPROVEMENT DISTRICT NO. 235 OF SARPY COUNTY, NEBRASKA** (the "District") and **BANKERS TRUST COMPANY ("BTC")**, as Paying Agent and Registrar (the "Registrar").

WITNESSETH:

WHEREAS, the District, from time to time, will issue warrants (the "Warrants"), which will accrue interest until they are called for redemption, drawn on: the Construction Fund of the District which will all mature within five years from the date of issuance, unless extended in accordance with applicable law, and/or the General Fund of the District which will all mature within three years from the date of issuance, but may continue accruing interest beyond maturity without being extended, and requires the services of a paying agent and registrar for said warrants; and

WHEREAS, the Registrar is willing to provide services as paying agent and registrar pursuant to the terms of this Agreement in consideration of the compensation described in this Agreement;

NOW, THEREFORE, the District and the Registrar do hereby agree as follows:

Section 1. The District hereby designates the Registrar as the registrar and paying agent for all of the warrants, and determines that this Agreement shall replace and supersede any prior such paying agent and registrar agreement to which it is party, which agreement or agreements if any, have been duly cancelled or terminated.

Section 2. The Registrar hereby accepts the designation as such registrar and paying agent with such duties as are provided for herein.

Section 3. The District agrees that it shall deliver all warrants to the Registrar in such a manner, in such a form and bearing such signatures as the Registrar shall reasonably require.

Section 4. The District and the Registrar agree that the Registrar shall maintain such books and records as are deemed reasonably necessary by the Registrar to record the ownership of the warrants and to record any payments of principal of or interest on the warrants and that the Registrar shall have no duty to and shall not be required to invest any funds delivered or transferred to the Registrar under and in accordance with this Agreement.

Section 5. The District and the Registrar may treat the person in whose name any warrant is registered on the books and records of the Registrar as the absolute owner of such warrant for the purpose of making payment thereof and for all other purposes and neither the District nor the Registrar shall be bound by any notice or knowledge to the contrary, whether such warrant shall be overdue or not. All payments of or on account of interest to any registered owner of any warrant and all payments of or on account of principal to the registered owner of any warrant shall be valid and effectual and shall be a discharge of the District and the Registrar, in respect to the liability upon the warrant or claim for interest, as the case may be, to the extent of the sum or sums paid. Any warrant may be

transferred at the principal office of the Registrar by surrender of such warrant for transfer, accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner of record in person or by his duly authorized agent, and thereupon the Registrar will authenticate and deliver at the office of the Registrar (or send by certified mail to the owner thereof), in the name of the transferee or transferees, the registered warrant with the same interest rate, principal amount and maturity, dated so there shall result no gain or loss of interest as a result of such transfer.

As a condition of any registration or transfer, the Registrar may at its option require the payment of a sum sufficient to reimburse it or the District for any tax or other governmental charge that may be imposed thereon, but no fee shall be charged for any such registration or transfer.

The Registrar shall not be required (a) to transfer or register warrants (i) from the fifteenth day of the month next preceding any interest payment date that falls on the first day of a month or (ii) from the first day of the month in which occurs an interest payment date that falls on the fifteenth day of such month, until such interest payment date, (b) to register or transfer any warrants for a period of 15 days next preceding any selection of warrants for payment or for a period of 15 days thereafter or (c) to register or transfer any warrants which have been designated for payment within a period of 30 days next preceding the date fixed for payment.

Section 6. Transfer of the warrants shall be registered, pursuant to the limitations, prescribed in Section 5, upon surrender to the Registrar of any outstanding warrant accompanied by an assignment for transfer in such manner and form as the Registrar may require and by such assurances as the Registrar shall deem necessary or appropriate to evidence the genuineness and effectiveness of each necessary signature and, if deemed appropriate by the Registrar, satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. In registering transfer of the warrants, the Registrar may rely upon the Uniform Commercial Code or any other statutes which in the opinion of counsel protect the Registrar and the District in not requiring complete documentation, in registering warrants without inquiry into adverse claims, in delaying registration for purposes of such inquiry, or in refusing registration where in Registrar's judgment and adverse claim, requires such refusal.

Section 7. The Registrar shall, as Paying Agent for the District, pay the principal of and interest on the warrants of the District, but only to the extent that the District and only when the District shall have delivered or transferred to the Registrar sufficient sums for the payment of said principal or interest. The District agrees and hereby directs that the County Treasurer of the above referred-to County in Nebraska, as ex officio treasurer of the District, is hereby authorized and directed to pay, from time to time, to the Registrar from funds of the District, such amount of money as the Registrar shall certify in writing to said County Treasurer as shall be needed for payment of principal or interest on the warrants of the District, such Certificate of the Registrar to show the amounts needed for payment of principal or interest on warrants drawn on the General Fund or warrants drawn on the Construction Fund, the date on which such amount is due and the date when such transfer shall be made by the County Treasurer to the Registrar, such certification to be made by the Registrar to the County Treasurer for each transfer of funds requested by the Registrar. It is further agreed by the District, that this Agreement shall constitute a continuing authorization by the District for the County Treasurer to make transfers to the Registrar as provided above.

Section 8. As provided by law, the records of ownership maintained by the Registrar shall not be deemed public records and shall be available for inspection solely pursuant to a court order or a subpoena of any governmental agency having jurisdiction to issue such subpoena.

Section 9. At any time the Registrar may apply to the District for instructions and may consult with the District's attorney or the Registrar's own counsel in respect to any matter arising in connection with its duties under this Agreement and the Registrar shall not be liable or accountable for any action taken or omitted by it in good faith in accordance with such instructions or with the opinion of such counsel. The Registrar may rely on any paper or document reasonably believed by it to be genuine and to have been signed by the proper person or persons.

Section 10. The Registrar shall receive compensation for its services in accordance with this agreement with the District, and in addition shall receive reimbursement for any expenses reasonably incurred by the Registrar in connection with the performance of its duties hereunder, including counsel fees.

Section 11. If otherwise qualified under the laws of the State of Nebraska, any corporation or association into which the Registrar may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall, ipso facto, be and become successor Registrar hereunder and vested with all of the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 12. The District shall have the right to remove the Registrar only in the event of a material breach of the Registrar's duties under this Agreement upon 60 days' notice in writing to the Registrar and the District. In the event of such removal, the District shall have the right to designate a successor and the Registrar hereby agrees that it shall turn over all of its books and records with respect to the warrants to any such successor upon written request by the District.

Section 13. This Agreement shall automatically terminate if the District is annexed, or when all outstanding warrants have been paid in full and the District remains on a cash basis. Alternatively, the Registrar may resign as the paying agent and registrar for the warrants and terminate this Agreement by written notice delivered to the District at least 60 days prior to the resignation and termination date. The Registrar agrees in such event that it shall turn over all of its books and records with respect to the warrants to any successor upon written request by the District. The Registrar shall have no duties with respect to the investment of moneys under this Agreement otherwise agreed between the Registrar and the District.

Section 14. If any one or more of the covenants or agreements to be performed by either of the parties to this Agreement shall be determined by a court of competent jurisdiction to be unenforceable, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements contained herein and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 15. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 16. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have each caused this Paying Agent and Registrar Agreement for Warrants to be executed by their duly authorized officers and attested as of the date first above written.

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

(SEAL)

By: 
Chairman

Attest:


Clerk

BANKERS TRUST COMPANY
Paying Agent and Registrar

By: _____
Authorized Officer



**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

July 06, 2012

Invoice No: 0109117.11 - 0000004

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 June 30, 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	\$15,288.00	\$0.00
033	\$15,068.00	OUTFALL SANITARY SEWER - DESIGN	100%	\$15,068.00	\$15,068.00	\$0.00
036	\$590.00	INTERCEPTOR SEWER	100%	\$590.00	\$590.00	\$0.00
040	\$19,790.00	STORMSEWERS - DESIGN	100%	\$19,790.00	\$19,790.00	\$0.00
050	\$34,917.00	INTERIOR PAVING - DESIGN	100%	\$34,917.00	\$34,917.00	\$0.00
067	\$19,656.00	MUD INTERIOR WATER - DESIGN & CA	50%	\$9,828.00	\$9,828.00	\$0.00
068	\$528.00	MUD EXTERIOR WATER - DESIGN & CA	100%	\$528.00	\$528.00	\$0.00
070	\$6,600.00	OPPD POWER - DESIGN & CA	50%	\$3,300.00	\$3,300.00	\$0.00
330	\$15,288.00	SANITARY SEWER - CA	62%	\$9,550.82	\$0.00	\$9,550.82
333	\$15,068.00	OUTFALL SANITARY SEWER - CA	10%	\$1,444.98	\$0.00	\$1,444.98
340	\$19,790.00	STORMSEWER - CA	30%	\$5,870.09	\$2,968.50	\$2,901.59
350	<u>\$34,917.00</u>	INTERIOR PAVING - CA	2%	<u>\$556.48</u>	<u>\$0.00</u>	<u>\$556.48</u>
	\$197,500.00	Subtotal		\$116,731.37	\$102,277.50	\$14,453.87

Total Invoice Amount

\$14,453.87

Outstanding Invoices

Number	Date	Balance
0000002	5/15/2012	21,855.75
0000003	6/11/2012	<u>16,624.50</u>
Total		38,480.25

Terms: Due Upon Receipt



**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

ESTIMATE NO: 1

DATE: JULY 5, 2012

CONTRACT FOR: S.I.D. NO. 235 (SUNRIDGE WEST)

OUTFALL SEWER, SANITARY SEWER, STORM
SEWER & PAVING, SECTION II

LRA JOB NO: 0109117.11-330/333/340/350

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

CONTRACTOR: KERSTEN CONSTRUCTION, INC., 11050 SOUTH 23RD STREET, GRETNA, NE 68028

TERMS: 90% MONTHLY, REMAINDER UPON FINAL ACCEPTANCE

TOTAL CONTRACT AMOUNT: \$587,770.65

AMOUNT PAID ON PREVIOUS ESTIMATES: \$0.00

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	AMOUNT
	SANITARY				
1	CLEARING AND GRUBBING GENERAL	1	LS	\$0.00	\$0.00
2	CONSTRUCT 6" SANITARY SEWER PIPE	1,112	LF	\$15.93	\$17,714.16
3	CONSTRUCT 8" SANITARY SEWER PIPE	1,342.97	LF	\$18.00	\$24,173.46
4	CONSTRUCT 54" I.D. SANITARY MANHOLE (12 EA)	0	VF	\$221.20	\$0.00
5	CONSTRUCT 8" X 6" WYE	31	EA	\$50.30	\$1,559.30
6	CONSTRUCT 6" MANHOLE STUBOUT	5	EA	\$85.00	\$425.00
7	CONSTRUCT 6" SANITARY SERVICE RISER (5 EA)	0	VF	\$28.00	\$0.00
8	CONSTRUCT 6" PIPE BEDDING	1,112	LF	\$1.00	\$1,112.00
9	CONSTRUCT 8" PIPE BEDDING	1,342.97	LF	\$1.60	\$2,148.75
10	CONSTRUCT MANHOLE RING COLLAR	0	EA	\$190.00	\$0.00
11	EXTERNAL FRAME SEAL	0	EA	\$407.00	\$0.00
12	STABILIZATION TRENCH W/ CRUSHED LIMESTONE	61	TN	\$0.10	\$6.10
13	EXCAVATION FOR EXTRA DEEP SANITARY SEWER	0	VF-LF	\$3.75	\$0.00
14	CONSTRUCT SILT FENCE	0	LF	\$2.30	\$0.00
15	CLEANOUT SILT BASIN	0	CY	\$1.25	\$0.00
16	CLEANOUT SILT FENCE	0	LF	\$1.10	\$0.00
17	SEEDING - TYPE "TEMPORARY SEED MIX"	0	AC	\$330.00	\$0.00
18	MULCHING	0	AC	\$495.00	\$0.00
19	CONSTRUCT ROCK ACCESS ROAD	0	TN	\$18.10	\$0.00
20	ROLLED EROSION CONTROL, TYPE II	0	SY	\$1.45	\$0.00

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

ENGINEERS SURVEYORS PLANNERS

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	AMOUNT
21	HAUL OFF UNSUITABLE MATERIAL	0	CY	\$7.00	\$0.00
22	EARTHWORK (BORROW)	0	CY	\$7.40	\$0.00
	SUBTOTAL SANITARY				\$47,138.77
	STORM				
1	CLEARING AND GRUBBING GENERAL	0	LS	\$3,600.00	\$0.00
2	GENERAL GRADING AND SHAPING	0	LS	\$1,200.00	\$0.00
3	REMOVE 21" TO 24" SEWER PIPE	0	LF	\$10.00	\$0.00
4	REMOVE FLARED END SECTION (24" TO 36")	0	EA	\$100.00	\$0.00
5	REMOVE FLARED END SECTION (38" TO 48")	0	EA	\$100.00	\$0.00
6	CONSTRUCT 18" R.C.P., CLASS III	0	LF	\$22.70	\$0.00
7	CONSTRUCT 24" R.C.P., CLASS III	0	LF	\$30.40	\$0.00
8	CONSTRUCT 30" R.C.P., CLASS III	0	LF	\$45.30	\$0.00
9	CONSTRUCT 36" R.C.P., D(0.01) = 1,350	0	LF	\$49.90	\$0.00
10	CONSTRUCT 42" R.C.P., D(0.01) = 1,350	0	LF	\$69.00	\$0.00
11	CONSTRUCT 54" I.D. MANHOLE (2 EA)	0	VF	\$295.00	\$0.00
12	CONSTRUCT 54" I.D. TYPE II AREA INLET (2 EA)	0	VF	\$276.00	\$0.00
13	CONSTRUCT 24" I.D. CONNECTION TO EXISTING PIPE	0	EA	\$225.00	\$0.00
14	CONSTRUCT 42" I.D. CONNECTION TO EXISTING PIPE	0	EA	\$350.00	\$0.00
15	CONSTRUCT 18" PIPE BEDDING	0	LF	\$3.20	\$0.00
16	CONSTRUCT 24" PIPE BEDDING	0	LF	\$3.20	\$0.00
17	CONSTRUCT 30" PIPE BEDDING	0	LF	\$4.00	\$0.00
18	CONSTRUCT 36" PIPE BEDDING	0	LF	\$5.90	\$0.00
19	CONSTRUCT 42" PIPE BEDDING	0	LF	\$6.20	\$0.00
20	CONSTRUCT 18" R.C. FLARED END SECTION W/BAR GRATE	0	EA	\$1,138.00	\$0.00
21	CONSTRUCT 30" R.C. FLARED END SECTION W/BAR GRATE	0	EA	\$1,948.00	\$0.00
22	CONSTRUCT 36" R.C. FLARED END SECTION W/BAR GRATE	0	EA	\$2,631.00	\$0.00
23	CONSTRUCT 42" R.C. FLARED END SECTION W/BAR GRATE	0	EA	\$3,175.00	\$0.00
24	CONSTRUCT TIMBER PIPE SUPPORT (15" - 48")	0	EA	\$6,152.00	\$0.00
25	CONSTRUCT TEMPORARY 15" HDPE INLET DIVERSION	0	EA	\$657.00	\$0.00
26	STABILIZE TRENCH W/ CRUSHED LIMESTONE	0	TN	\$0.14	\$0.00
27	CONSTRUCT MANHOLE RING COLLAR	0	EA	\$190.00	\$0.00
28	EXTERNAL FRAME SEAL	0	EA	\$357.00	\$0.00
29	GABION BASKET AND REVET MATRESS	0	CY	\$216.00	\$0.00

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	AMOUNT
30	ROLLED EROSION CONTROL, TYPE II	0	SY	\$1.45	\$0.00
31	SEEDING - TYPE "DRAINAGEWAYS"	0	AC	\$1,012.00	\$0.00
32	CONSTRUCT ROCK RIP-RAP - TYPE "B"	0	TON	\$32.00	\$0.00
33	CONSTRUCT SILT FENCE	0	LF	\$2.30	\$0.00
34	CLEANOUT SILT BASIN	0	CY	\$1.70	\$0.00
35	CLEANOUT SILT FENCE	0	LF	\$1.00	\$0.00
36	CONSTRUCT ROCK ACCESS ROAD	0	TN	\$20.10	\$0.00
37	SEEDING - TYPE "TEMPORARY SEED MIX"	0	AC	\$330.00	\$0.00
38	OFF-SITE STORM SEWER MOBILIZATION	0	LS	\$3,200.00	\$0.00
39	HAUL OFF UNSUITABLE MATERIAL	0	CY	\$7.00	\$0.00
40	EARTHWORK (BORROW)	0	CY	\$7.40	\$0.00
	SUBTOTAL STORM				\$0.00
	PAVING				
1	7" CONCRETE PAVEMENT - TYPE L65	0	SY	\$22.50	\$0.00
2	COMMON EARTH EXCAVATION	0	CY	\$2.10	\$0.00
3	EARTHWORK	0	CY	\$4.20	\$0.00
4	CONSTRUCT REINFORCED CURB INLET - TYPE I	0	EA	\$2,415.00	\$0.00
5	CONSTRUCT REINFORCED CURB INLET - TYPE III	0	EA	\$2,625.00	\$0.00
6	CONSTRUCT 4" CONCRETE SIDEWALK	0	SF	\$3.40	\$0.00
7	CONSTRUCT CURB RAMP WITH DETECTABLE WARNING	0	EA	\$394.00	\$0.00
8	CONSTRUCT BURIED LUG HEADER	0	EA	\$105.00	\$0.00
9	CONSTRUCT THICKENED EDGE PAVEMENT	0	LF	\$6.30	\$0.00
10	ADJUST MANHOLE TO GRADE (11 SAN & 1 STM)	0	EA	\$147.00	\$0.00
11	EXTERNAL FRAME SEAL (11 SAN & 1 STM)	0	EA	\$315.00	\$0.00
12	SAW CUT - FULL DEPTH	0	LF	\$5.25	\$0.00
13	REMOVE BARRICADE	0	EA	\$57.75	\$0.00
14	REMOVE PAVEMENT	0	SY	\$5.60	\$0.00
15	REMOVE TEMPORARY 15" HDPE DIVERSION	0	EA	\$57.75	\$0.00
16	CONSTRUCT BARRICADE	0	EA	\$577.50	\$0.00
17	JET EXISTING SEWER	0	LF	\$1.30	\$0.00
	SUBTOTAL PAVING				\$0.00
	SANITARY SEWER OUTFALL				
1	CLEARING AND GRUBBING GENERAL	0	LS	\$500.00	\$0.00
2	CONSTRUCT 8" SANITARY SEWER PIPE	0	LF	\$14.50	\$0.00
3	CONSTRUCT 10" SANITARY SEWER PIPE	0	LF	\$21.10	\$0.00

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	AMOUNT
4	CONSTRUCT 8" PIPE BEDDING	0	LF	\$1.60	\$0.00
5	CONSTRUCT 10" PIPE BEDDING	0	LF	\$3.40	\$0.00
6	CONSTRUCT 54" I.D. SANITARY MANHOLE (5 EA)	0	VF	\$226.20	\$0.00
7	CONSTRUCT 8" CONNECTION TO EXISTING STRUCTURE	0	EA	\$345.00	\$0.00
8	CONSTRUCT 10" CONNECTION TO EXISTING STRUCTURE	0	EA	\$345.00	\$0.00
9	EXTERNAL FRAME SEAL	0	EA	\$357.00	\$0.00
10	CONSTRUCT EXTENDED CONCRETE RING AND COLLAR	0	EA	\$165.00	\$0.00
11	SEEDING - TYPE "TEMPORARY SEED MIX"	0	AC	\$330.00	\$0.00
12	CONSTRUCT SILT FENCE	0	LF	\$2.30	\$0.00
13	CLEANOUT SILT FENCE	0	LF	\$1.00	\$0.00
14	STABILIZATION TRENCH W/ CRUSHED LIMESTONE	0	TN	\$0.10	\$0.00
15	EXPLORATORY EXCAVATION	0	HR	\$185.00	\$0.00
16	OUTFALL SEWER MOBILIZATION	0	LS	\$3,200.00	\$0.00
	SUBTOTAL SANITARY SEWER OUTFALL				\$0.00
	TOTAL ESTIMATE WORK COMPLETED				\$47,138.77
	OWNER'S RETAINAGE (10%)				\$4,713.88
	LESS AMOUNT PREVIOUSLY PAID				\$0.00
	AMOUNT DUE CONTRACTOR				\$42,424.89

S.I.D. No. 235 (Sunridge West)
Outfall Sewer, Sanitary Sewer, Storm Sewer & Paving, Section II
Engineers Estimate No. 1
LRA Job No. 0109117.11-330/333/340/350
July 5, 2012
Page 5

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

Dear Members of the Board:

This is an estimate of the work completed during the previous month on the above project.

It is recommended that payment be remitted to the Contractor in the amount shown due in accordance with our records.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.



Matt Nelson, E.I.
Construction Engineer

c w/enc: Loren Johnson
c: Kersten Construction, Inc.



SARPY COUNTY

Dennis L. Wilson P.E.
Sarpy County Engineer

PUBLIC WORKS DEPARTMENT
15100 South 84th Street • Papillion, Ne 68048-2895
Phone (402) 537-6900 • FAX (402) 537-6965 • www.sarpy.com

April 26, 2012

Aaron J. Grote, P.E.
Lamp Rynearson & Associates
14710 West Dodge Road, Suite 100
Omaha, NE 68154

RE: SID 235 of Sarpy County (Sunridge West)
Sanitary Sewer, Outfall Sewer, Storm Sewer and Paving Section II
LRA Job No. 0109117.11-030/033/040/050

Mr. Grote,

In response to your transmittal of SID 235 of Sarpy County (Sunridge West), Sanitary Sewer, Outfall Sewer, Storm Sewer and Paving Section II, concerning the referenced improvements, our review indicates that the plans, if followed, will provide sanitary sewer, outfall sewer, storm sewer and paving improvements in accordance with the minimum standards and regulations set forth in the plans and specification of the project, which is acceptable to the Sarpy County Public Works Department.

If in the future, you find it necessary to revise the proposed systems designs, please submit the proposed changes for our further consideration.

Sincerely,

Patrick M. Dowse, P.E.
Engineering Manager



**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

CHANGE ORDER NO. 1

DATE JULY 16, 2012

OWNER S.I.D NO. 235 (SUNRIDGE)

CONTRACT OUTFALL SEWER, SANITARY SEWER, STORM SEWER
AND PAVING, SECTION II
SUNRIDGE WEST, LOTS 1 THRU 70

JOB NO. 0109117.11-330/333/340/350

CONTRACTOR: **KERSTEN CONSTRUCTION, INC.**
11050 SOUTH 204TH STREET
GRETNA, NE 68028

Under your contract with Sanitary & Improvement District No. 235 of Sarpy County, Nebraska, Owner for OUTFALL SEWER, SANITARY SEWER, STORM SEWER AND PAVING, SECTION II, SUNRIDGE WEST, LOTS 1 THRU 70, we are authorized by the Owner to direct you to make the following changes.

DEDUCT FROM THE CONTRACT

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	AMOUNT
	SANITARY SEWER OUTFALL				
6	CONSTRUCT 54" I.D. SANITARY MANHOLES (5 EA)	50	VF	\$226.20	\$11,310.00
	STORM				
29	GABION BASKET AND REVET MATRESS	36	CY	\$216.00	\$7,776.00
32	CONSTRUCT ROCK RIP-RAP - TYPE "B"	60	TON	\$32.00	\$1,920.00
	TOTAL DEDUCTIONS				\$21,006.00

ADD TO THE CONTRACT

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	AMOUNT
	SANITARY SEWER OUTFALL				
17	54" FLAT TOP SANITARY MANHOLE (5 EA)	28.2	VF	\$342.00	\$9,644.40
	STORM				
41	6" PERFORATED HDPE PIPE W/ SOCK & ROCK BEDDING	70	LF	\$15.50	\$1,085.00
42	TAP STORM MANHOLE	1	EA	\$275.00	\$275.00
43	36" RCP COUPLERS	3	EA	\$115.00	\$345.00
	TOTAL ADDITIONS				\$11,349.40

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

ENGINEERS SURVEYORS PLANNERS

S.I.D. No.235 (Sunridge West)
Outfall Sewer, Sanitary Sewer, Storm Sewer and Paving, Section II
Change Order No. 1
LRA Project No. 0109117.11-330/333/340/350
July 16, 2012
Page 2

Deduct from the Contract, in accordance with the Contract and Specifications the sum of NINE THOUSAND, SIX HUNDRED FIFTY-SIX AND 60/100 DOLLARS (\$9,656.60).

AMOUNT OF ORIGINAL CONTRACT			\$587,770.65
CHANGE ORDER NO.	TOTAL DEDUCTIONS	TOTAL ADDITIONS	NET CHANGE
1	\$21,006.00	\$11,349.40	-\$9,656.60
CONTRACT AMOUNT TO DATE			\$578,114.05

THE DATE FOR COMPLETION IN THE CONTRACT HAS NOT CHANGED.

CHANGES TO THE PLANS:

Plan changes include switching to flat top sanitary sewer manholes in the outfall sewer to bury below ground, as requested by the farmer and land owner; adding a perforated drain pipe from the sanitary sewer trench to the last storm sewer manhole before entering the creek to drain groundwater encountered during sanitary sewer construction; removing gabion baskets and rip rap at the storm sewer discharge into the creek, as required by the Corps of Engineers; and adding pipe couplers for the last run of storm sewer pipe before discharge into the creek.

DATE APPROVED _____

DATE ACCEPTED 7-17-12 _____

OWNER:

CONTRACTOR:

S.I.D. 235 (SUNRIDGE)

KERSTEN CONSTRUCTION, INC.

BY: 

BY: 

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

BY: 
David T. McIvor, P.E.
Senior Construction Engineer

c: Brian Doyle
Loren Johnson

Law Offices

FULLENKAMP, DOYLE & JOBEUN
11440 West Center Road
Omaha, NE 68144

Telephone: 334-0700
Fax: 334-0815

July 23, 2012

Chairman & Board of Trustees
Sanitary and Improvement District No. 263
of Sarpy County, Nebraska

STATEMENT FOR SERVICES RENDERED

Re: Legal Services

Outfall Sewer, Sanitary Sewer, Storm Sewer & Paving - Section II	\$2,121.24
Expenses: Publication	<u>515.96</u>
TOTAL AMOUNT NOW DUE:	<u><u>\$2,637.20</u></u>



**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

June 28, 2012

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

REFERENCE: S.I.D. No. 235 (Sunridge)
Outfall Sewer, Sanitary Sewer, Storm Sewer & Paving, Section II
Sunridge West – Lots 1 thru 70
LRA Job No. 0109117.11-330/333/340/350

Dear Members of the Board:

Enclosed is Invoice No. 43597, dated June 25, 2012, from Thiele Geotech, Inc., for testing services provided in conjunction with the referenced project.

Payment directly to Thiele Geotech, Inc. in the amount of \$354.50 is recommended.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

Matt Nelson, E.I.
Construction Engineer

Enclosure

c w/enc: Loren Johnson
c: Thiele Geotech, Inc.

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

ENGINEERS SURVEYORS PLANNERS



13478 Chandler Road
Omaha, Nebraska 68138-3716
402/556-2171 Fax 402/556-7831
FTIN 47-0794664

REC'D JUN 28 2012

INVOICE

Project No: 01.12121.01
PM: Matlock, Robert
Dept: Materials

Invoice #: 43597
Date: 06/25/2012
Page: 1 of 1

Bill to:
SID 235 c/o LRA
Matt Nelson
14710 West Dodge Road
Suite 100
Omaha, NE. 68154

Project:
Sunridge West
Sanitary, Storm & Paving-Section II
183rd & Harrison Street Sarpy County, NE

Date	Quant	Code	Description	Sample	Rate	Amount
06/14/2012	1.50	P-5	Senior Engineer (/hr.)	O-957	\$143.00	\$214.50
	3.00	F-1	Compaction Test (ea.)	S-789	\$30.00	\$90.00
	1.00	T-1	Trip Charge - Zone 1 (/trip)	S-789	\$50.00	\$50.00
Invoice Total:						\$354.50

REMIT TO: THIELE GEOTECH, INC
13478 Chandler Road
Omaha, Nebraska 68138-3716
402/556-2171 Fax 402/556-7831

TERMS: DUE UPON RECEIPT
We Accept Visa / MasterCard

PAST DUE BALANCES SUBJECT TO 1.25% SERVICE CHARGE PER MONTH
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT



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

June 28, 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
Fullenkamp, Doyle & Jobeun
11440 West Center Road
Omaha, NE 68144

REFERENCE: S.I.D. No. 235 (Sunridge)
Green Area Maintenance
LRA Job No. 0109117.90-396

Dear Members of the Board:

Submitted herewith are invoices from Team Green for green area maintenance within the referenced District.

<u>Invoice No.</u>	<u>Invoice Date</u>	<u>Amount</u>	
SID2350312	4-2-12	\$83.25	
SID2350412	4-30-12	\$166.50	
SID2350512	5-31-12	\$616.25	
		<u>\$866.00</u>	Current Amount Due

We recommend that payment be remitted directly to Team Green in the amount of \$866.00.

Sincerely,

LAMP, RYNEARSON, INC.

David T. McIvor, P.E.
Senior Construction Engineer

Enclosures

c w/enc: Loren Johnson
c: Team Green

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

ENGINEERS SURVEYORS PLANNERS

WHEATLEY d.b.a TEAM GREEN

Invoice

Grounds Management Company
24343 Douglas Circle
Waterloo Nebraska 68069

Date	Invoice #
4/2/2012	SID2350312

Bill To
SID 235 Sunridge CARE OF: Lamp, Rynearson & Associates 14710 West Dodge Rd Suite 100 Omaha NE 68154

P.O. No.	Terms	ADDRESS
	Net 30	

Quantity	Description	Rate	Amount
1	MOWING AND TRIMMING 4-2-2012	83.25	83.25

All payments are due upon job completion unless otherwise agreed to in writing. Any collection or re-processing fee is the responsibility of the client.

Payments/Credits \$0.00

Balance Due \$83.25

Phone #	Fax #	E-mail	Web Site
402-763-8550	402-431-4917	TeamGreenGrounds@cox.net	www.TeamGreenGrounds.com

WHEATLEY d.b.a TEAM GREEN

Invoice

Grounds Management Company
24343 Douglas Circle
Waterloo Nebraska 68069

Date	Invoice #
4/30/2012	SID235 0412

Bill To
SID 235 Sunridge CARE OF: Lamp, Rynearson & Associates 14710 West Dodge Rd Suite 100 Omaha NE 68154

P.O. No.	Terms	ADDRESS
	Net 30	

Quantity	Description	Rate	Amount
2	MOWING AND TRIMMING 4/17/12 4/24/12	83.25	166.50

All payments are due upon job completion unless otherwise agreed to in writing. Any collection or re-processing fee is the responsibility of the client.

Payments/Credits	\$0.00
Balance Due	\$166.50

Phone #	Fax #	E-mail	Web Site
402-763-8550	402-431-4917	TeamGreenGrounds@cox.net	www.TeamGreenGrounds.com

WHEATLEY d.b.a TEAM GREEN

Invoice

Grounds Management Company
 24343 Douglas Circle
 Waterloo Nebraska 68069

Date	Invoice #
5/31/2012	SID235 0512

Bill To
SID 235 Sunridge CARE OF: Lamp, Rynearson & Associates 14710 West Dodge Rd Suite 100 Omaha NE 68154

P.O. No.	Terms	ADDRESS
	Net 30	

Quantity	Description	Rate	Amount
	MOWING, FERTILIZER, PRE-EMERGENT, WEED CONTROL, SNOW REMOVAL, CLEAN-UPS, EROSION REPAIR, OVERSEEDING, IRRIGATION REPAIR, TRASH PICK UP, TRIMMING AND ENTRYWAY MAINTENANCE - EACH SERVICE PERFORMED AS PER CONTRACT SID # 235 Sunridge		0.00
5	MOWING AND TRIMMING MAY 2,9,16,23,30	83.25	416.25
	STEP 3 (JUNE-JULY) EARLY SUMMER FERTILIZATION with high quality granular insecticide to control grubs and other turf damaging insects, plus broadleaf weed control.	140.00	140.00
4	GROUNDS MAINTENANCE PRUNING 5/16/12	15.00	60.00

All payments are due upon job completion unless otherwise agreed to in writing. Any collection or re-processing fee is the responsibility of the client.	Payments/Credits	\$0.00
	Balance Due	\$616.25

Phone #	Fax #	E-mail	Web Site
402-763-8550	402-431-4917	TeamGreenGrounds@cox.net	www.TeamGreenGrounds.com



**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

July 5, 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
Omaha, NE 68144

REFERENCE: S.I.D. No. 235 (Sunridge)
Erosion Control Maintenance
LRA Job No. 0109117.90-386

Dear Members of the Board:

Enclosed is Invoice No. 12684, dated June 7, 2012, from Hausman Enterprises, Inc. for removing and installing erosion control measures near the area inlet by Harrison Street, within the referenced District.

Payment directly to Hausman Enterprises, Inc. in the amount of \$476.00 is recommended.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

Matt Nelson, E.I.
Construction Engineer

Enclosure

c: Loren Johnson
Hausman Enterprises, Inc.

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

ENGINEERS SURVEYORS PLANNERS

HAUSMAN ENTERPRISES, INC.

16446 LEAVENWORTH CIR.

OMAHA, NE 68118-2720

(402) 697-9309

Invoice

DATE	INVOICE NO.
6/7/2012	12684

BILL TO
SID 235 SUN RIDGE BRETT WAWERS 14710 W DODGE ROAD SUITE 100 OMAHA NE 68154-2029

REC'D JUN 11 2012

P.O. NO.	DUE DATE	PROJECT
	7/7/2012	

DESCRIPTION	RATE	QTY	AMOUNT
REMOVE SILT FENCE FROM AROUND AREA INLET IN HARRISON ST ROW AND REGRADE SEED AND BLANKET	90.00	2	180.00
RUBBER TIRE BACK HOE LOADER PRICE PER HOUR	32.00	4	128.00
LABOR PER HOUR	1.35	100	135.00
STRAW BLANKET INSTALLED PRICE PER SQUARE YARD	1.65	20	33.00
K-31 FESCUE PRICE PER POUND	5.50%		0.00
State of Nebraska			
Total			\$476.00



**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

July 06, 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 Gas 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 Gas Main Extension Agreements prepared by Metropolitan Utilities District (MUD) for the above referenced project and recommend approval for the same.

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

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

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

Enclosures

c: Loren Johnson

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

ENGINEERS SURVEYORS PLANNERS



METROPOLITAN
UTILITIES DISTRICT

June 25, 2012

Aaron Grote, P.E.
Sr. Project Engineer
Lamp, Rynearson & Associates, Inc.
14710 West Dodge Road, Suite 100
Omaha, NE 68154-2029

Dear Aaron:

Enclosed are the Gas Main Extension Agreements for the gas main extension you requested for your project at, **Sunridge West Subdivision at 183rd and Harrison Street**, our Job Number **100060000942**.

To prevent any delay in the installation of the gas main, please sign both Agreements and return them to me as soon as possible. The job will then be placed on our construction schedule. A copy of the Agreement will be sent to you after it is executed by the District.

If you have any questions, feel free to contact me at 402-504-7910.

Sincerely,

Mark A. Masek
Main Extension Coordinator

Attachment

S:\Engineering\Public\Project\Gas\GP1625\Legal\100060000942 MEA.doc\pg1

GAS MAIN EXTENSION AGREEMENT---M.U.D. JOB 100060000942

THIS AGREEMENT is entered into on _____, 20____ between METROPOLITAN UTILITIES DISTRICT OF OMAHA, NEBRASKA, ("District"), and **Sanitary Improvement District #235 of Sarpy County**, ("Developer"). In consideration of the mutual promises set forth in this Agreement, the District and the Developer agree as follows:

1. The District shall install gas mains, at the District's expense, as soon as is reasonably possible in

Sunridge West Subdivision at 183rd and Harrison Street to serve lots 1-70

as shown on the attached plat marked Exhibit "A" , together with such appurtenances as the District may deem necessary ("mains or "mains"").

The Developer shall encourage the use of natural gas for water and space heating fuel in the subdivision or on the property to be served by the mains installed under this Agreement. The Developer shall impose no covenants or restrictions that restrict or adversely affect the use of natural gas in the subdivision or on the property. The District's calculation of the economic feasibility of this main installation is based upon the use of space heating for all lots in the subdivision. Upon the District's determination that a lot is using another energy source for space heating, the Developer shall pay to the District any stranded main costs calculated by the total cost of the mains provided by the number of lots within the subdivision.

3. The Developer shall not change the location or grade of the street(s) over which it has control as shown on the attached plat, and the Developer shall grade the street(s) to conform to the plat prior to the main installation. If, within five (5) years from the date the mains are placed into service, the District deems it necessary to relocate, lower or raise the grade of all or a part of the mains, resulting from either a 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) caused by Developer, then the Developer shall pay the District's cost of raising, lowering or relocating the mains.

4. This Agreement and any gas supplied in connection with it is subject to all applicable curtailment orders and all statutes and rules and regulations pertaining to the use of gas.

5. The mains shall be the property of and under the exclusive control of the District.

6. Installation of the mains is subject to the approval of the District's Board of Directors. If the Board does not approve this Agreement, then the parties shall have no further obligations hereunder. If the Developer cancels this Agreement or otherwise fails to perform under it, the Developer shall pay to the District all design costs and other costs and expenses already incurred by the District.

7. The District shall maintain the mains and all gas services and their meter sets.

8. 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 District shall not be liable for damage to erosion control measures and shall not be responsible to repair or replace them. The Developer shall repair or replace erosion control measures removed by the District. The Developer shall indemnify the District from all liabilities, federal, state, local or personal, that may arise due to such removal or damage. The District shall use reasonable efforts to avoid damaging or removing erosion control measures.

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

10. The Developer 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 installation of the mains. If Developer does so, the District may remove such landscaping as is necessary for installation of the mains. The Developer shall pay to the District the additional cost of installing the mains caused by such landscaping. Landscaping shall be 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.

11. If the main installation is delayed by severe cold weather or when there is more than eight (8) inches of frost in the ground, the District shall not be required to work on the project without reviewing the Developer's available Revenue Credit or payment of additional compensation.

**SANITARY & IMPROVEMENT DISTRICT
235 of Sarpy County**

METROPOLITAN UTILITIES DISTRICT OF OMAHA

Date: _____

By: _____
Board Chairman

By: _____
Senior Vice President, Operations

Loren Johnson
Printed Name and Address

Date: _____

~~FULLENKAMP DOYLE & JOBEUN~~ (HQ)
Phone 334-0700
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482

By: _____
Board Clerk

APPROVED AS TO FORM:

Printed Name and Address

Jim C.
FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482

Senior Vice President, General Counsel

AGENDA

Sanitary and Improvement District No. 235 of Sarpy County, Nebraska; Meeting to be held July 23 2012.

1. Present Open Meeting Laws.
2. Void General Fund Warrants Nos. 998, 1003 and 1042.
3. Present Paying Agent and Registrar Agreement For Warrants; vote on and execute same.
4. 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 in connection with MUD, OPPD, Sanitary Sewer, Outfall Sewer, Storm and Paving Section II. (#4) \$14,453.87

b) Kersten Construction Inc. for Pay Estimate No. 1 in connection with Outfall Sewer, Sanitary Sewer, Storm Sewer & Paving Section II, along with Sarpy County approval and Change Order No. 1. \$42,424.89

c) Fullenkamp Doyle & Jobeun for legal services in connection with Outfall Sewer, Sanitary Sewer, Storm Sewer & Paving Section II. \$2,637.20

d) Thiele Geotech, Inc. in connection with Outfall Sewer, Sanitary Sewer, Storm Sewer & Paving - Section II. (#43597) \$354.50

e) Bankers Trust for paying agent fees. \$750.00

f) Kuehl Capital Corporation for the placement of Construction Fund warrants issued at this meeting. (4%) \$2,424.81

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

a) Team Green for green area maintenance. (#312, 412, 512) \$866.00

b) Hausman Enterprises, Inc. for erosion control maintenance. (#12684) \$476.00

6. Present Gas Main Extension Agreement with Metropolitan Utilities District; vote on and execute same.