## CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of **Sanitary and Improvement District Number 291 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 26th day of July, 2013.

Chairperson

Clerk

**MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF SANITARY AND IMPROVEMENT DISTRICT NO. 291 OF SARPY COUNTY, NEBRASKA HELD ON JULY 26, 2013**

The meeting of the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska was convened in open and public session at 9:00 A.M. on July 26, 2013 at 13903 So. 47th Street, Bellevue, Nebraska.

Present at the meeting were Trustees Loren Johnson, Jim Emmons, Ryan Larsen, Chad Larsen and Paula Johnson.

Notice of the meeting was given in advance thereof by publication in The Bellevue Leader on July 24, 2013, 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, Papillion, Nebraska 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 then stated that a copy of the Nebraska Open Meeting Laws was available for review and inspection and stated the location of said copy in the room in which such meeting was being held.

The Chairman then presented the Proof of Publication for the Notice to Contractors for Sanitary Sewer, Storm Sewer and Paving - Section II to the effect that said Notice to Contractors had been published in The Bellevue Leader three consecutive weeks on May 15, May 22 and May 29, 2013.

The Clerk then presented the list of bids and bidders for Sanitary Sewer, Storm Sewer and Paving - Section II, said bids having been received on June 5, 2013, 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 L.G. Roloff Construction Co., the low bidder in the amount of $1,539,224.43 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. 291 of Sarpy County, Nebraska that the bid of L.G. Roloff Construction Co. for the construction of Sanitary Sewer, Storm Sewer and Paving - Section II in the amount of $1,539,224.43 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 payable from the General Fund Account of the District:

| | |
|---|---|
| a) Lamp Rynearson & Associates for engineering services. (#21, 22) | $2,857.73 |
| b) Omaha Public Power District for electrical services. | $2,089.92 |
| c) Kuehl Capital Corporation for Financial Advisor/Fiscal Agent Services. (#1080) | $933.33 |
| d) Hausman Enterprises Inc. for erosion control and green | |

area maintenance. (#13042, 13084, 13111, 13263, 13201) $2,698.71

The Chairman then advised that Kuehl Capital Corporation is now due and owing advisory structuring fees for the $8,579.69 of General Fund warrants issued at this meeting and that the agreed upon charge for said advisory structuring fees for said warrants is two and one-half percent or $214.50.

The Chairman then advised that First National Capital Markets is now due and owing underwriting fees for the $8,794.19 of General Fund warrants issued at this meeting and that the agreed upon charge for said underwriting fees for said warrants is one and one-half percent or $131.92.

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

> RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska that the Chairman and Clerk be and hereby are authorized and directed to execute and deliver Warrant Nos. 432 through 437, inclusive, of the District, dated the date of this meeting, 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 to be made payable from the General Fund Account of the District and to be redeemed no later than three years from the date hereof being July 26, 2016; to-wit:
>
> 1) Warrant No. 432 for $2,857.73 payable to Lamp Rynearson & Associates for engineering services.
>
> 2) Warrant No. 433 for $2,089.92 payable to Omaha Public Power District for electrical services.
>
> 3) Warrant No. 434 for $933.33 payable to Kuehl Capital Corporation for Financial Advisor/Fiscal Agent services.

4) Warrant No. 435 for $2,698.71 payable to Hausman Enterprises Inc. for erosion control and green area maintenance.

5) Warrant No. 436 for $214.50 payable to Kuehl Capital Corporation for advisor fees for General Fund warrants issued at this meeting.

6) Warrant No. 437 for $131.92 payable to First National Capital Markets for underwriting fees for General Fund warrants issued at this meeting.

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

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska, that both they and the District hereby find and determine and covenant, warrant and agree that (a) the facilities for which the above Warrants are issued are for essential governmental functions and are designed to serve members of the general public on an equal basis; (b) that there are no persons with rights to use said facilities other than as members of the general public; (c) ownership and operation of said facilities is with the District or another political subdivision; (d) none of the proceeds of the Warrants will be loaned to any persons and to the extent that special assessments have been or are to be levied for any said facilities, such special assessments have been or are to be levied under Nebraska law as a matter of general application to all property specially benefitted by such facilities in the District; (e) the development of the land in the District is for residential or commercial use; (f) the development of the land in the District for sale and occupation by the general public is proceeding with all reasonable speed and (g) the District hereby authorizes and directs the Chairperson or Clerk to file, when due, an information reporting form pursuant to Section 149(e) of the Internal Revenue Code of 1986 pertaining to the above Warrants.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 291 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)(ii) of the Internal Revenue Code as amended and covenants and warrants that the District does not reasonably expect to issue warrants or bonds or other obligations aggregating in the principal amount of more than $5,000,000 during the calendar year in which the above Warrants are to be issued.

BE IT FURTHER RESOLVED BY THE Board of Trustees of Sanitary and Improvement District No. 291 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 Chairperson and Clerk of the District hereby further certify, as of the date of the registration of the above Warrants with the County Treasurer of Sarpy County, Nebraska, as follows:

1. No separate reserve or replacement fund has been or will be established with respect to the above Warrants. The District reasonably anticipates that monies in its Bond Fund reasonably attributable to the above Warrants in excess of the 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 the amount arrived at pursuant to the immediately preceding sentence, will not be invested in any securities or any other investment obligations which bear a

yield, as computed in accordance with the actuarial method, in excess of the yield on the above Warrants.

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

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

4. 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 entering into a Water Main Extension Agreement with Metropolitan Utilities District for the Construction of MUD Water Main Extension, 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 $547,922.

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. 291 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 MUD Water Main Extension shall be held at 13903 So. 47th Street, Bellevue, Nebraska at 9:00 a.m. on August 21, 2013 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 August 7 and August 14, 2013, 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 an Underground Service Agreement with Omaha Public Power District for the construction of OPPD Underground Service, 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 $147,600.

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. 291 of Sarpy County, Nebraska that

the hearing on the proposed Resolution of Advisability and Necessity for the District entering into an Underground Service Agreement with Omaha Public Power District for the construction of OPPD Underground Service shall be held at 13903 So. 47th Street, Bellevue, Nebraska at 9:00 a.m. on August 21, 2013 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 August 7 and August 14, 2013, 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.

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

Loren Johnson, Chairman

Jim Emmons, Clerk

# AFFIDAVIT OF PUBLICATION

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

Being duly sworn, upon oath, Shon Barenklau deposes and says that he is the Publisher or Anne Lee 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, July 24, 2013 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 Anne Lee
Publisher Business Manager

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

NOTICE OF MEETING

SANITARY AND IMPROVEMENT
DISTRICT NO. 291
OF SARPY COUNTY, NEBRASKA

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska will be held at 9:00 a.m. on July 26, 2013 at 13903 So. 47th Street, Bellevue, Nebraska, which meeting will be open to the public. An 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.
Loren Johnson, Chairman
1659760; 7/31

Today's Date 07-24-2013
Signed in my presence and sworn to before me:

Notary Public

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

Printer's Fee $ 9.84
Customer Number: 40972
Order Number: 0001659760

# 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 Anne Lee deposes and says that he is the Business Manager of the **Bellevue Leader, Papillion Times, Gretna Breeze and Springfield Monitor**, legal newspapers of general circulation in Sarpy County, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on:

| | |
|---|---|
| Wednesday, May 15, 2013 | Bellevue Leader |
| Thereafter, Wednesday, May 22, 2013 | Bellevue Leader |
| Thereafter, Wednesday, May 29, 2013 | 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 Anne Lee
Publisher Business Manager

Today's Date 05-29-2013
Signed in my presence and sworn to before me:

Notary Public

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

| | |
|---|---|
| Printer's Fee | $ 509.04 |
| Customer Number: | 40972 |
| Order Number: | 0001636347 |

**NOTICE TO CONTRACTORS**

**SANITARY AND IMPROVEMENT DISTRICT NO. 291 OF SARPY COUNTY, NEBRASKA.**

Sealed proposals will be received in the office of Lamp, Rynearson & Associates, Inc., 14710 West Dodge Road, Suite 100, Omaha, Nebraska, 68154, until 4 P.M., on the 5th day of June 2013, for the furnishing 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, Storm Sewer, and Paving, Section II, Sanitary and Improvement District No 291 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

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

NOTICE OF MEETING

SANITARY AND IMPROVEMENT DISTRICT NO. 243 OF SARPY COUNTY, NEBRASKA

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 243 of Sarpy County, Nebraska will be held at 9:00 A.M. on June 5, 2013 at 9719 Giles Road, LaVista, Nebraska, which meeting will be open to the public. An 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.
Mark A. Boyer, Clerk
639890; 5/29

**FULLENKAMP, DOYLE & JOBEUN**
**11440 West Center Road**
**Omaha, Nebraska 68144**

**Notice of Meeting**

**SANITARY AND IMPROVEMENT DISTRICT NO. 249 OF SARPY COUNTY, NEBRASKA**

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 249 of Sarpy County, Nebraska will be held at 9719 Giles Road, LaVista, Nebraska at 9:30 a.m. on June 5, 2013, which meeting will be open to the public. An 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.
Mark Boyer, CLERK
639890; 5/29

IN THE COUNTY COURT OF SARPY COUNTY, NEBRASKA

In the Matter of the Estate of

BONNIE M. ROGERS, Deceased
PR13-140

**NOTICE**

Notice is hereby given that on May 20, 2013, in the County Court of Sarpy County, Nebraska, that Edward J. Boswell, 16915 W. 83rd St., Lenexa, KS 66219, was informally appointed by the Court as Personal Representative of the Estate.

Creditors of this Estate must file their claims with this Court on or before July 29, 2013 or be forever barred.
Sarpy County Court, 1210 Golden Gate Drive, Papillion, NE 68046-3087
Barbara Pousson
Clerk of the Count Court
SARPY COUNTY COURT
1210 GOLDEN GATE DRIVE
SUITE 3142
PAPILLION, NE 68046-2888

Douglas W. Ruge #20479
15950 W. Dodge Rd., Ste 300
Omaha, Nebraska 68118
Telephone: (402) 964-4617
Facsimile: (402) 964-4494
1639962; 5/29, 6/5 & 6/12

IN THE COUNTY COURT OF SARPY COUNTY, NEBRASKA
PROBATE DIVISION

IN THE MATTER OF THE ESTATE OF
DAVID A. JONES
Deceased
DOC. PR 13, 124

NOTICE OF INFORMAL PROBATE AND

# ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF MEETING

The undersigned Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska do hereby acknowledge receipt of advance notice of a meeting Board of Trustees of said District and the agenda for such meeting held at 9:00 A.M. on July 26, 2013 at 13903 So. 47th Street, Bellevue, Nebraska.

DATED this 26th day of July 2013.

CERTIFICATE

The undersigned being Clerk of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska hereby certifies that Notice of a Meeting of the Board of Trustees of said District held on July 26, 2013 was mailed to the Sarpy County Clerk, Papillion, Nebraska 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 designed in the notice of meeting published in the Bellevue Leader on July 24, 2013 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 of Papillion, Nebraska within thirty days from the date of this meeting.

Clerk

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 6, 2013

Chairman and Board of Trustees
Sanitary and Improvement District No. 291
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. 291 (Whitetail Creek)
Sanitary Sewer, Storm Sewer, and Paving, Section II
LRA Job No. 0109067.22-030/040/050

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. L. G. Roloff Construction Co., Inc. submitted the low bid of $1,539,224.43.

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 L. G. Roloff Construction Co., 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.

Brett J. Wawers, P.E.
Senior Vice President

Enclosures

c: Loren Johnson

cls\L:\Engineering\0109067\ADMIN\Sani Storm Paving II\BIDPROP L G Roloff 130606.docx

SID 291 WHITETAIL CREEK
SANI, STORM, PAVING SECTION II
LRA JOB NO. 0109067.22-030
ENGINEER: AARON GROTE/BRETT WAWERS
BID DATE JUNE 5, 2013


| | | | | L.G. ROLOFF CONSTRUCTION CO., INC | | MBC CONSTRUCTION CO. INC. | | LUXA CONSTRUCTION CO., INC. | |
|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION | APPROXIMATE QUANTITY | | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| | SANITARY | | | | | | | | |
| 1 | CONSTRUCT 6" SANITARY SEWER PIPE | 5,400 | LF | $13.28 | $71,712.00 | $16.59 | $89,586.00 | $15.23 | $82,242.00 |
| 2 | CONSTRUCT 8" SANITARY SEWER PIPE | 9,300 | LF | $13.88 | $129,084.00 | $18.20 | $169,260.00 | $16.80 | $156,240.00 |
| 3 | CONSTRUCT 54" I.D. SANITARY MANHOLE (36 EA) | 535 | VF | $223.16 | $119,390.60 | $225.78 | $120,792.30 | $220.50 | $117,967.50 |
| 4 | CONSTRUCT 6" MANHOLE STUB OUT | 23 | EA | $64.30 | $1,478.90 | $43.01 | $989.23 | $42.00 | $966.00 |
| 5 | CONSTRUCT 8" X 6" WYE | 142 | EA | $95.00 | $13,490.00 | $80.64 | $11,450.88 | $78.75 | $11,182.50 |
| 6 | CONSTRUCT 6" PIPE BEDDING | 5,400 | LF | $4.02 | $21,708.00 | $3.49 | $18,846.00 | $3.41 | $18,414.00 |
| 7 | CONSTRUCT 8" PIPE BEDDING | 9,300 | LF | $4.24 | $39,432.00 | $3.49 | $32,457.00 | $3.41 | $31,713.00 |
| 8 | CONSTRUCT 8" PIPE PLUG | 4 | EA | $41.21 | $164.84 | $43.01 | $172.04 | $42.00 | $168.00 |
| 9 | CONSTRUCT MANHOLE RING COLLAR | 2 | EA | $263.05 | $526.10 | $268.79 | $537.58 | $262.50 | $525.00 |
| 10 | EXTERNAL FRAME SEAL | 5 | EA | $361.22 | $1,806.10 | $376.31 | $1,881.55 | $367.50 | $1,837.50 |
| 11 | REMOVE EXISTING PIPE PLUG | 1 | EA | $52.00 | $52.00 | $279.54 | $279.54 | $26.25 | $26.25 |
| 12 | STABILIZATION TRENCH W/ CRUSHED LIMESTONE | 200 | TN | $22.50 | $4,500.00 | $21.50 | $4,300.00 | $21.00 | $4,200.00 |
| 13 | CONSTRUCT 8" CONNECTION TO EXISTING STRUCTURE | 2 | EA | $581.41 | $1,162.82 | $430.06 | $860.12 | $420.00 | $840.00 |
| 14 | CONSTRUCT SILT FENCE | 1,200 | LF | $2.16 | $2,592.00 | $2.10 | $2,520.00 | $2.05 | $2,460.00 |
| 15 | CLEANOUT SILT FENCE | 1,200 | LF | $0.53 | $636.00 | $0.48 | $576.00 | $0.47 | $564.00 |
| | SUBTOTAL SANITARY | | | | $407,735.36 | | $454,508.24 | | $429,345.75 |

ENGINEERS ESTIMATE: $1,617,710.00
BID BOND: $81,500.00

SID 291 WHITETAIL CREEK
SANI, STORM, PAVING SECTION II
LRA JOB NO. 0109067.22-030
ENGINEER: AARON GROTE/BRETT WAWERS
BID DATE JUNE 5, 2013


| | | | | L.G. ROLOFF CONSTRUCTION CO., INC | | MBC CONSTRUCTION CO. INC. | | LUXA CONSTRUCTION CO., INC. | |
|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION | APPROXIMATE QUANTITY | | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| | STORM | | | | | | | | |
| 1 | GENERAL GRADING AND SHAPING | 1 | LS | $6,500.00 | $6,500.00 | $14,710.00 | $14,710.00 | $28,655.13 | $28,655.13 |
| 2 | REMOVE BOX CULVERT SURCHARGE | 1,800 | CY | $4.00 | $7,200.00 | $8.49 | $15,282.00 | $8.30 | $14,940.00 |
| 3 | REMOVE 24" STORM SEWER PIPE | 40 | LF | $11.13 | $445.20 | $10.75 | $430.00 | $10.50 | $420.00 |
| 4 | REMOVE 48" STORM SEWER PIPE | 120 | LF | $15.91 | $1,909.20 | $13.98 | $1,677.60 | $13.65 | $1,638.00 |
| 5 | REMOVE 24' FLARED END SECTION | 1 | EA | $75.32 | $75.32 | $53.76 | $53.76 | $52.50 | $52.50 |
| 6 | CONSTRUCT 18" R.C.P., CLASS III | 1,240 | LF | $20.69 | $25,655.60 | $22.58 | $27,999.20 | $22.05 | $27,342.00 |
| 7 | CONSTRUCT 24" R.C.P., CLASS III | 1,090 | LF | $27.07 | $29,506.30 | $29.03 | $31,642.70 | $28.35 | $30,901.50 |
| 8 | CONSTRUCT 30" R.C.P., CLASS III | 460 | LF | $35.89 | $17,227.20 | $37.63 | $18,082.40 | $36.75 | $17,640.00 |
| 9 | CONSTRUCT 36" R.C.P., D(0.01) = 1,350 | 780 | LF | $45.87 | $35,778.60 | $51.61 | $40,255.80 | $50.40 | $39,312.00 |
| 10 | CONSTRUCT 42" R.C.P., D(0.01) = 1,350 | 960 | LF | $63.19 | $60,662.40 | $76.87 | $73,795.20 | $75.08 | $72,076.80 |
| 11 | CONSTRUCT 38" x 58.5" CONCRETE ARCH PIPE | 230 | LF | $101.50 | ~~$23,241.50~~ $23,345.00 | $108.59 | $24,975.70 | $106.05 | $24,391.50 |
| 12 | CONSTRUCT 54" I.D. MANHOLE (9 EA) | 75 | VF | $237.22 | ~~$17,719.59~~ $17,791.50 | $365.66 | $27,416.25 | $357.00 | $26,775.00 |
| 13 | CONSTRUCT 96" I.D. MANHOLE (2 EA) | 20 | VF | $446.65 | $8,933.00 | $698.85 | $13,977.00 | $682.50 | $13,650.00 |
| 14 | CONSTRUCT 54" I.D. TYPE II AREA INLET (1 EA) | 8 | VF | $366.32 | $2,930.56 | $419.31 | $3,354.48 | $409.50 | $3,276.00 |
| 15 | CONSTRUCT 66" I.D. TYPE II AREA INLET (1 EA) | 7 | VF | $448.80 | $3,141.60 | $741.86 | $5,193.02 | $724.50 | $5,071.50 |

ENGINEERS ESTIMATE: $1,617,710.00
BID BOND: $81,500.00

SID 291 WHITETAIL CREEK
SANI, STORM, PAVING SECTION II
LRA JOB NO. 0109067.22-030
ENGINEER: AARON GROTE/BRETT WAWERS
BID DATE JUNE 6, 2013


| | | | | L.G. ROLOFF CONSTRUCTION CO., INC | | MBC CONSTRUCTION CO. INC. | | LUXA CONSTRUCTION CO., INC. | |
|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION | APPROXIMATE QUANTITY | | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 16 | CONSTRUCT 84" I.D. TYPE II AREA INLET (1 EA) | 15 | VF | $422.54 | $6,338.10 | $806.37 | $12,095.55 | $787.50 | $11,812.50 |
| 17 | CONSTRUCT RING COLLAR | 3 | EA | $263.05 | $789.15 | $161.27 | $483.81 | $525.00 | $1,575.00 |
| 18 | CONSTRUCT 18" PIPE BEDDING | 1,240 | LF | $5.06 | $6,274.40 | $3.23 | $4,005.20 | $3.15 | $3,906.00 |
| 19 | CONSTRUCT 24" PIPE BEDDING | 1,090 | LF | $6.53 | $7,117.70 | $4.30 | $4,687.00 | $4.20 | $4,578.00 |
| 20 | CONSTRUCT 30" PIPE BEDDING | 480 | LF | $8.12 | $3,897.60 | $5.91 | $2,836.80 | $5.78 | $2,774.40 |
| 21 | CONSTRUCT 36" PIPE BEDDING | 780 | LF | $9.83 | $7,667.40 | $8.60 | $6,708.00 | $8.40 | $6,552.00 |
| 22 | CONSTRUCT 42" PIPE BEDDING | 1,060 | LF | $11.66 | $12,359.60 | $9.57 | $10,144.20 | $9.35 | $9,911.00 |
| 23 | CONSTRUCT 48" PIPE BEDDING | 230 | LF | $13.61 | $3,130.30 | $11.83 | $2,720.90 | $11.55 | $2,656.50 |
| 24 | CONSTRUCT 6' x 8' REINFORCED CONCRETE BOX CULVERT | 125 | LF | $751.35 | $93,918.75 | $687.35 | $85,918.75 | $671.27 | $83,908.75 |
| 25 | CONSTRUCT 42" R.C. FLARED END SECTION W/BAR GRATE | 1 | EA | $1,775.35 | $1,775.35 | $1,580.48 | $1,580.48 | $1,543.50 | $1,543.50 |
| 26 | CONSTRUCT ARCH PIPE 36" x 58 1/2" R.C. FLARED END SECTION W/BAR GRATE | 1 | EA | $2,226.03 | $2,226.03 | $2,055.70 | $2,055.70 | $2,007.60 | $2,007.60 |
| 27 | CONSTRUCT TEMPORARY 15" HDPE INLET DIVERSION | 5 | EA | $422.87 | $2,114.35 | $537.58 | $2,687.90 | $525.00 | $2,625.00 |
| 28 | CONSTRUCT GABION BASKET AND REVET MATTRESS | 45 | CY | $386.40 | $17,388.00 | $356.09 | $16,024.05 | $347.76 | $15,649.20 |
| 29 | CONSTRUCT ROCK RIP-RAP | 40 | TON | $39.76 | $1,590.40 | $34.41 | $1,376.40 | $52.50 | $2,100.00 |
| 30 | CONSTRUCT EXTENDED TERM EROSION CONTROL BLANKET | 2,000 | SY | $1.55 | $3,100.00 | $1.56 | $3,120.00 | $1.52 | $3,040.00 |

ENGINEERS ESTIMATE: $1,617,710.00
BID BOND: $81,500.00

SID 291 WHITETAIL CREEK
SANI, STORM, PAVING SECTION II
LRA JOB NO. 0109067.22-030
ENGINEER: AARON GROTE/BRETT WAWERS
BID DATE JUNE 5, 2013


| | | | | L.G. ROLOFF CONSTRUCTION CO., INC | | MBC CONSTRUCTION CO. INC. | | LUXA CONSTRUCTION CO., INC. | |
|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION | APPROXIMATE QUANTITY | | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 31 | CONSTRUCT SHORT TERM EROSION CONTROL BLANKET | 1,200 | SY | $1.12 | $1,344.00 | $1.13 | $1,356.00 | $1.10 | $1,320.00 |
| 32 | SEEDING - TYPE "TEMPORARY SEED MIX" | 5 | AC | $256.42 | $1,282.10 | $258.04 | $1,290.20 | $252.00 | $1,260.00 |
| 33 | MULCHING | 5 | AC | $395.32 | $1,976.60 | $397.81 | $1,989.05 | $388.50 | $1,942.50 |
| 34 | STABILIZE TRENCH W/ CRUSHED LIMESTONE | 200 | TN | $42.00 | $8,400.00 | $10.75 | $2,150.00 | $42.74 | $8,548.00 |
| | | | | | ~~$423,587.81~~ | | | | |
| | SUBTOTAL STORM | | | | $423,791.31 | | $462,055.10 | | $473,861.88 |
| | PAVING | | | | | | | | |
| 1 | REMOVE END OF STREET DRAIN | 1 | EA | $191.47 | $191.47 | $505.28 | $505.28 | $1,575.00 | $1,575.00 |
| 2 | REMOVE 18" STORM SEWER PIPE | 40 | LF | $8.25 | $330.00 | $13.27 | $530.80 | $26.25 | $1,050.00 |
| 3 | 7" CONCRETE PAVEMENT - TYPE L65 | 24,580 | SY | $23.06 | $566,814.80 | $23.18 | $569,764.40 | $23.38 | $574,680.40 |
| 4 | 4" CONCRETE SIDEWALK | 5,600 | SF | $3.10 | $17,360.00 | $3.59 | $20,104.00 | $2.93 | $16,408.00 |
| 5 | SUBGRADE PREPARATION | 8,200 | CY | $1.90 | $15,580.00 | $2.39 | $19,598.00 | $2.52 | $20,664.00 |
| 6 | CONSTRUCT PCC PAVEMENT SPEED TABLE | 4 | EA | $4,800.00 | $19,200.00 | $5,000.00 | $20,000.00 | $4,233.45 | $16,933.80 |
| 7 | CONSTRUCT BARRICADE | 3 | EA | $667.00 | $2,001.00 | $663.35 | $1,990.05 | $803.29 | $2,409.87 |
| 8 | CONCRETE HEADER | 150 | LF | $6.86 | $1,029.00 | $7.74 | $1,161.00 | $11.52 | $1,728.00 |
| 9 | ADJUST MANHOLE TO GRADE (10 STM / 30 SAN) | 40 | EA | $157.00 | $6,280.00 | $154.23 | $6,169.20 | $132.28 | $5,291.20 |
| 10 | EXTERNAL FRAME SEAL (10 STM / 30 SAN) | 40 | EA | $339.33 | $13,573.20 | $325.32 | $13,012.80 | $338.71 | $13,548.40 |
| 11 | CONSTRUCT REINFORCED CURB INLET | 20 | EA | $2,339.17 | $46,783.40 | $1,800.00 | $36,000.00 | $2,800.34 | $56,006.80 |

ENGINEERS ESTIMATE: $1,617,710.00
BID BOND: $81,500.00

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LAMP, RYNEARSON ASSOCIATES INC

SID 291 WHITETAIL CREEK
SANI, STORM, PAVING SECTION II
LRA JOB NO. 0109067.22-030
ENGINEER: AARON GROTE/BRETT WAWERS
BID DATE JUNE 5, 2013


| | | | | L.G. ROLOFF CONSTRUCTION CO., INC | | MBC CONSTRUCTION CO. INC. | | LUXA CONSTRUCTION CO., INC. | |
|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION | APPROXIMATE QUANTITY | | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 12 | REMOVE TEMPORARY 15" HDPE DIVERSION | 5 | EA | $51.99 | $259.95 | $70.29 | $351.45 | $239.72 | $1,198.60 |
| 13 | REMOVE END OF STREET BARRICADE | 2 | EA | $129.97 | $259.94 | $85.68 | $171.36 | $264.56 | $529.12 |
| 14 | CONSTRUCT SILT FENCE | 1,200 | LF | $2.16 | $2,592.00 | $2.08 | $2,496.00 | $1.94 | $2,328.00 |
| 15 | CLEANOUT SILT BASIN | 1,200 | CY | $2.71 | $3,252.00 | $2.21 | $2,652.00 | $3.15 | $3,780.00 |
| 16 | SEEDING - TYPE "TEMPORARY SEED MIX" | 8 | AC | $280.00 | $2,240.00 | $255.60 | $2,044.80 | $252.00 | $2,016.00 |
| 17 | JET EXISTING SANITARY SEWER | 9,300 | LF | $1.07 | $9,951.00 | $1.10 | $10,230.00 | $0.63 | $5,859.00 |
| | SUBTOTAL PAVING | | | | $707,697.76 | | $706,781.14 | | $726,006.19 |
| | TOTAL BID AMOUNT | | | | ~~$1,539,120.93~~ $1,539,224.43 | | $1,623,344.48 | | $1,629,203.82 |

ENGINEERS ESTIMATE: $1,617,710.00
BID BOND: $81,500.00

(1)
ROLOFF

# ADDENDUM NO. 3

## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

SANITARY & IMPROVEMENT DISTRICT NO. 291
OF SARPY, COUNTY NEBRASKA
c/o Lamp, Rynearson & Associates, Inc.
14710 West Dodge Road, Suite 100
Omaha, NE 68154-2027

SANITARY SEWER, STORM SEWER, AND PAVING, SECTION II
192ND STREET & GILES ROAD
0109067.22-030/040/050

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:

| Addendum No. | Addendum Date | Initials |
|---|---|---|
| 1 | May 16, 2013 | MH |
| 2 | May 22, 2013 | MH |
| 3 | May 29, 2013 | MH |
| 4 | May 31, 2013 | MH |

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."


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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


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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 QUANTITY | | UNIT PRICE | TOTAL |
|---|---|---|---|---|---|
| | **SANITARY** | | | | |
| 1 | CONSTRUCT 6" SANITARY SEWER PIPE | 5,400 | LF | 13.25 | 71712.00 |
| 2 | CONSTRUCT 8" SANITARY SEWER PIPE | 9,300 | LF | 13.88 | 129,084.00 |
| 3 | CONSTRUCT 54" I.D. SANITARY MANHOLE (36 EA) | 535 | VF | 223.16 | 119,390.60 |
| 4 | CONSTRUCT 6" MANHOLE STUB OUT | 23 | EA | 64.30 | 1478.90 |
| 5 | CONSTRUCT 8" X 6" WYE | 142 | EA | 95.00 | 13490.00 |
| 6 | CONSTRUCT 6" PIPE BEDDING | 5,400 | LF | 4.02 | 21708.00 |
| 7 | CONSTRUCT 8" PIPE BEDDING | 9,300 | LF | 4.24 | 39,432.00 |
| 8 | CONSTRUCT 8" PIPE PLUG | 4 | EA | 41.21 | 164.84 |
| 9 | CONSTRUCT MANHOLE RING COLLAR | 2 | EA | 263.05 | 526.10 |
| 10 | EXTERNAL FRAME SEAL | 5 | EA | 361.22 | 1806.10 |
| 11 | REMOVE EXISTING PIPE PLUG | 1 | EA | 52.00 | 52.00 |
| 12 | STABILIZATION TRENCH W/ CRUSHED LIMESTONE | 200 | TN | 22.50 | 4500.00 |
| 13 | CONSTRUCT 8" CONNECTION TO EXISTING STRUCTURE | 2 | EA | 581.41 | 1162.82 |
| 14 | CONSTRUCT SILT FENCE | 1,200 | LF | 2.16 | 2592.00 |
| 15 | CLEANOUT SILT FENCE | 1,200 | LF | .53 | 636.00 |
| | **SUBTOTAL SANITARY** | | | | 407,775.36 |
| | **STORM** | | | | |
| 1 | GENERAL GRADING AND SHAPING | 1 | LS | 6500.00 | 6500.00 |
| 2 | REMOVE BOX CULVERT SURCHARGE | 1,800 | CY | 4.00 | 7200.00 |
| 3 | REMOVE 24' STORM SEWER PIPE | 40 | LF | 11.13 | 445.20 |
| 4 | REMOVE 48" STORM SEWER PIPE | 120 | LF | 15.91 | 1909.20 |
| 5 | REMOVE 24' FLARED END SECTION | 1 | EA | 75.32 | 75.32 |
| 6 | CONSTRUCT 18" R.C.P., CLASS III | 1,240 | LF | 20.69 | 25,655.60 |
| 7 | CONSTRUCT 24" R.C.P., CLASS III | 1,090 | LF | 27.07 | 29,506.30 |
| 8 | CONSTRUCT 30" R.C.P., CLASS III | 480 | LF | 35.89 | 17,227.20 |
| 9 | CONSTRUCT 36" R.C.P., D(0.01) = 1,350 | 780 | LF | 45.87 | 35,778.60 |
| 10 | CONSTRUCT 42" R.C.P., D(0.01) = 1,350 | 960 | LF | 63.19 | 60,662.40 |
| 11 | CONSTRUCT 36" x 58.5" CONCRETE ARCH PIPE | 230 | LF | 101.50 | 23,241.50 |
| 12 | CONSTRUCT 54" I.D. MANHOLE (9 EA) | 75 | VF | 237.29 | 17,719.50 |
| 13 | CONSTRUCT 96" I.D. MANHOLE (2 EA) | 20 | VF | 446.65 | 8933.00 |


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| ITEM NO. | BID ITEM DESCRIPTION | APPROXIMATE QUANTITY | | UNIT PRICE | TOTAL |
|---|---|---|---|---|---|
| 14 | CONSTRUCT 54" I.D. TYPE II AREA INLET (1 EA) | 8 | VF | 366.32 | 2930.56 |
| 15 | CONSTRUCT 66" I.D. TYPE II AREA INLET (1 EA) | 7 | VF | 448.80 | 3141.60 |
| 16 | CONSTRUCT 84" I.D. TYPE II AREA INLET (1 EA) | 15 | VF | 422.54 | 6338.10 |
| 17 | CONSTRUCT RING COLLAR | 3 | EA | 263.05 | 789.15 |
| 18 | CONSTRUCT 18" PIPE BEDDING | 1,240 | LF | 5.06 | 6274.40 |
| 19 | CONSTRUCT 24" PIPE BEDDING | 1,090 | LF | 6.53 | 7117.70 |
| 20 | CONSTRUCT 30" PIPE BEDDING | 480 | LF | 8.12 | 3897.60 |
| 21 | CONSTRUCT 36" PIPE BEDDING | 780 | LF | 9.83 | 7667.40 |
| 22 | CONSTRUCT 42" PIPE BEDDING | 1,060 | LF | 11.66 | 12,359.60 |
| 23 | CONSTRUCT 48" PIPE BEDDING | 230 | LF | 13.61 | 3130.30 |
| 24 | CONSTRUCT 6' x 8' REINFORCED CONCRETE BOX CULVERT | 125 | LF | 751.35 | 93,918.75 |
| 25 | CONSTRUCT 42" R.C. FLARED END SECTION W/BAR GRATE | 1 | EA | 1775.35 | 1775.35 |
| 26 | CONSTRUCT ARCH PIPE 36" x 58 1/2" R.C. FLARED END SECTION W/BAR GRATE | 1 | EA | 2226.03 | 2226.03 |
| 27 | CONSTRUCT TEMPORARY 15" HDPE INLET DIVERSION | 5 | EA | 422.87 | 2114.35 |
| 28 | CONSTRUCT GABION BASKET AND REVET MATTRESS | 45 | CY | 386.40 | 17388.00 |
| 29 | CONSTRUCT ROCK RIP-RAP | 40 | TON | 39.76 | 1590.40 |
| 30 | CONSTRUCT EXTENDED TERM EROSION CONTROL BLANKET | 2,000 | SY | 1.55 | 3100.00 |
| 31 | CONSTRUCT SHORT TERM EROSION CONTROL BLANKET | 1,200 | SY | 1.12 | 1344.00 |
| 32 | SEEDING - TYPE "TEMPORARY SEED MIX" | 5 | AC | 256.42 | 1282.10 |
| 33 | MULCHING | 5 | AC | 395.32 | 1976.60 |
| 34 | STABILIZE TRENCH W/ CRUSHED LIMESTONE | 200 | TN | 42.00 | 8400.00 |
| | **SUBTOTAL STORM** | | | | 423,687.81 |
| | **PAVING** | | | | |
| 1 | REMOVE END OF STREET DRAIN | 1 | EA | 191.47 | 191.47 |
| 2 | REMOVE 18" STORM SEWER PIPE | 40 | LF | 8.25 | 330.00 |
| 3 | 7" CONCRETE PAVEMENT - TYPE L65 | 24,580 | SY | 23.06 | 566,814.80 |
| 4 | 4" CONCRETE SIDEWALK | 5,600 | SF | 3.10 | 17,360.00 |
| 5 | SUBGRADE PREPARATION | 8,200 | CY | 1.90 | 15,580.00 |
| 6 | CONSTRUCT PCC PAVEMENT SPEED TABLE | 4 | EA | 4800.00 | 19,200.00 |
| 7 | CONSTRUCT BARRICADE | 3 | EA | 667.00 | 2001.00 |
| 8 | CONCRETE HEADER | 150 | LF | 6.86 | 1029.00 |
| 9 | ADJUST MANHOLE TO GRADE (10 STM / 30 SAN) | 40 | EA | 157.00 | 6280.00 |


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| ITEM NO. | BID ITEM DESCRIPTION | APPROXIMATE QUANTITY | | UNIT PRICE | TOTAL |
|---|---|---|---|---|---|
| 10 | EXTERNAL FRAME SEAL (10 STM / 30 SAN) | 40 | EA | 339.33 | 13,573.20 |
| 11 | CONSTRUCT REINFORCED CURB INLET | 20 | EA | 2339.17 | 46,783.40 |
| 12 | REMOVE TEMPORARY 15" HDPE DIVERSION | 5 | EA | 51.99 | 259.95 |
| 13 | REMOVE END OF STREET BARRICADE | 2 | EA | 129.97 | 259.94 |
| 14 | CONSTRUCT SILT FENCE | 1,200 | LF | 2.16 | 2592.00 |
| 15 | CLEANOUT SILT BASIN | 1,200 | CY | 2.71 | 3252.00 |
| 16 | SEEDING - TYPE "TEMPORARY SEED MIX" | 8 | AC | 280.00 | 2240.00 |
| 17 | JET EXISTING SANITARY SEWER | 9,300 | LF | 1.07 | 9951.00 |
| | **SUBTOTAL PAVING** | | | | 707,697.76 |
| | **TOTAL BID AMOUNT** | | | | 1,539,120.93 |

TOTAL OF ALL ESTIMATED PRICES One million, five hundred thirty nine thousand, one hundred twenty dollars & 93/100
(use words and figures)

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 80 ~~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.


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## ARTICLE 9 – BID SUBMITTAL

9.01 If awarded the Contract, our surety company will be _____

of _____

(Name and Address of Local Representative)

9.02 LIST OF SUBCONTRACTORS AND SUPPLIERS TO BE USED.

| Name of Subcontractor or Supplier | Item |
|---|---|
| | |
| | |
| | |

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.: _____


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A Corporation

Corporation Name: L.G. Roloff Construction Co., Inc (SEAL)

State of Incorporation: NEBRASKA
Type (General Business, Professional, Service, Limited Liability):

By: Monty Habrock – V.P – Chief Est.
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Monty HABROCK

Title: V.P. – Chief Estimator
(CORPORATE SEAL)

Attest [signature], VP & GM - Corp. Secretary
(Signature of Corporation Secretary)

Business address: 10204 S. 152
Omaha NE 68138

Phone No.: 402-861-1721 Fax No.: 402-861-1818

Date of Authorization to do business in NEBRASKA is 41 1 1 25

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):


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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 _____

_____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. _____. (If applicable)


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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

June 07, 2013
Invoice No: 0109067.90 - 0000021

S.I.D. NO. 291 OF SARPY COUNTY, NE
FULLENKAMP, DOYLE & JOBEUN
ATTN: MR.BRIAN DOYLE
11440 WEST CENTER ROAD, SUITE C
OMAHA, NE 68144

Project 0109067.90 WHITETAIL CREEK - S.I.D. 291 G.F.

**Professional Services through May 18, 2013**

| | | |
|---|---|---|
| TASK 375 | CONSULTATION | $229.50 |
| TASK 386 | EROSION CONTROL MAINTENANCE | $1,093.86 |
| TASK 387 | PAVING MAINTENANCE | $111.30 |
| | **TOTAL INVOICE AMOUNT** | **$1,434.66** |

**Outstanding Invoices**

| Number | Date | Balance |
|---|---|---|
| 0000020 | 5/16/2013 | 1,034.35 |
| **Total** | | **1,034.35** |

Terms: Due Upon Receipt

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

June 27, 2013
Invoice No: 0109067.90 - 0000022

S.I.D. NO. 291 OF SARPY COUNTY, NE
FULLENKAMP, DOYLE & JOBEUN
ATTN: MR.BRIAN DOYLE
11440 WEST CENTER ROAD, SUITE C
OMAHA, NE 68144

Project 0109067.90 WHITETAIL CREEK - S.I.D. 291 G.F.

**Professional Services through June 15, 2013**

| | | |
|---|---|---|
| TASK 375 | CONSULTATION | $216.90 |
| TASK 381 | SANITARY SEWER MAINTENANCE | $519.74 |
| TASK 386 | EROSION CONTROL MAINTENANCE | $635.14 |
| TASK 393 | SIGN MAINTENANCE | $51.29 |

**TOTAL INVOICE AMOUNT** **$1,423.07**

**Outstanding Invoices**

| Number | Date | Balance |
|---|---|---|
| 0000021 | 6/12/2013 | 1,434.66 |
| **Total** | | **1,434.66** |

Terms: Due Upon Receipt

your energy partner
OPPD
Omaha Public Power District

13396

0730



| Account Number | Due Date | Total Amount Due |
|---|---|---|
| 0720231732 | Aug 19, 2013 | $765.00CR |

Customer Name: SID 291 SARPY
Statement Date: July 30, 2013

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

**Billing Information for service address: 19200 GILES RD, STLT Omaha NE**

**Billing Period** From **06-27-2013** To **07-30-2013** @ 33 Days

| Rate | Summary Usage | | |
|---|---|---|---|
| | Current Amount | Fuel and Purchased Power Adjustment | Subtotal Amount per Rate |
| SL61 | $656.64 | $3.68 | $696.64 |

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

| | |
|---|---|
| Sales Tax | 36.32 |
| Total Charges | $696.64 |
| Previous Balance | 1,461.64CR |
| Total Amount Due | $765.00CR |

+ 3 mths
2089.92

1

Please return this portion with payment

Help support OPPD's green power initiatives. Visit oppd.com/greenpower to become a Green Power Partner today.

2089.92

Statement Date: July 30, 2013

| Account Number | Due Date | Total Amount Due |
|---|---|---|
| 0720231732 | Aug 19, 2013 | ~~$765.00CR~~ |

**No Payment Due**

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

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

SID 291 SARPY - WHITETAIL CREEK
%FULLENKAMP, DOYLE & JOBEUN
11440 W CENTER RD
OMAHA NE 68144-4421

**PO BOX 3995**
**OMAHA NE 68103-0995**

your energy partner
OPPD
Omaha Public Power District

0107202317325000000765000000007928720130819 1

Omaha Public Power District

13397

0730



| Account Number | Due Date | Total Amount Due |
|---|---|---|
| 0720231732 | Aug 19, 2013 | $765.00CR |

Customer Name: SID 291 SARPY
Statement Date: July 30, 2013

**Billing Information for service address: 19200 GILES RD, STLT Omaha NE**

**Billing Period** From **06-27-2013** To **07-30-2013** @ 33 Days

| Rate | Method No. | Number of Lamps | Price per Lamp | Usage | | | |
|---|---|---|---|---|---|---|---|
| | | | | Current Amount | Fuel and Purchased Power Adjustment | Total Usage Amount | Sub-Total Amount per Rate |
| SL61 | 61211 | 38 | $17.28 | $656.64 | | | |
| SL61 | | | | | 3.68 | 656.64 | $696.64 |

**Kuehl Capital Corporation**

14747 California Street, Suite #1
Omaha, NE 68154
(402) 391-7977

# Invoice

| Date | Invoice # |
|---|---|
| 5/30/2013 | 1080 |

**Bill To:**

SID #291 of Sarpy County Nebraska
c/o Fullenkamp, Doyle and Jobeun
Attn: Mr. Brian Doyle
11440 West Center Road, Ste. C
Omaha, NE 68144-4421

| Description | Amount |
|---|---|
| Financial Advisor/Fiscal Agent Services from Contract Inception 5.06.2013 through 6.30.2013 | 933.33 |

| | |
|---|---|
| **Total** | $933.33 |
| **Payments/Credits** | $0.00 |
| **Balance Due** | $933.33 |

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 17, 2013

Chairman and Board of Trustees
Sanitary and Improvement District No. 291
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. 291 (Whitetail Creek)
Erosion Control Maintenance
LRA Job No. 0109067.90-386

Dear Members of the Board:

Enclosed are the following invoices from Hausman Enterprises, Inc., for erosion maintenance to the outlots within the referenced district:

| Invoice No. | Invoice Date | | Amount |
|---|---|---|---|
| 13042 | 04/02/2013 | | $ 178.30 |
| 13084 | 04/29/2013 | | $ 128.18 |
| 13111 | 05/13/2013 | | $1,392.23 |
| | | Total | $1,698.71 |

Payment directly to Hausman Enterprises, Inc., in the amount of $1,698.71 is recommended.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

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

Enclosures

c: Loren Johnson
Hausman Enterprises, Inc.

gt\L:\Engineering\0109067.90\ADMIN\ErosionControl2013\INV Hausman 130717.docx

Dave M

HAUSMAN ENTERPRISES, INC.

16446 LEAVENWORTH CIR.
OMAHA, NE 68118-2720
(402) 697-9309

# Invoice

| DATE | INVOICE NO. |
|---|---|
| 4/2/2013 | 13042 |

| BILL TO |
|---|
| SID 291 WHITE TAILL CREEK<br>BRETT WAWERS<br>LAMP RYNEARSON & ASSOCIATES<br>14710 WEST DODGE ROAD SUITE 100<br>OMAHA NE 68154 |

| P.O. NO. | DUE DATE | PROJECT |
|---|---|---|
| | 5/2/2013 | |

| DESCRIPTION | RATE | QTY | AMOUNT |
|---|---|---|---|
| INSTALL SILT FENCES IN DRAINAGE CHANNEL IN OUT LOT NORTH OF LOT 60 | | | |
| INSTALL SILT FENCE PRICE PER LINEAR FOOT FOR QUANTITIES LESS THAN 150 LINEAR FEET | 3.25 | 52 | 169.00T |
| State of Nebraska | 5.50% | | 9.30 |

TERMS NET 30 DAYS INTEREST WILL BE CHARGED AT 1.5% PER MONTH ON ALL PAST DUE INVOICES

**Total** $178.30

HAUSMAN ENTERPRISES, INC.

16446 LEAVENWORTH CIR.
OMAHA, NE 68118-2720
(402) 697-9309

REC'D MAY 0 2 2013

# Invoice

| DATE | INVOICE NO. |
|---|---|
| 4/29/2013 | 13084 |

| BILL TO |
|---|
| SID 291 WHITE TAILL CREEK<br>BRETT WAWERS<br>LAMP RYNEARSON & ASSOCIATES<br>14710 WEST DODGE ROAD SUITE 100<br>OMAHA NE 68154 |

| P.O. NO. | DUE DATE | PROJECT |
|---|---|---|
| | 5/29/2013 | |

| DESCRIPTION | RATE | QTY | AMOUNT |
|---|---|---|---|
| REPAIR SILT FENCES IN WATERWAY | | | |
| LABOR PER HOUR | 36.00 | 3 | 108.00T |
| INSTALL SILT FENCE POST PRICE PER POST | 4.50 | 3 | 13.50T |
| State of Nebraska | 5.50% | | 6.68 |

TERMS NET 30 DAYS INTEREST WILL BE CHARGED AT 1.5% PER MONTH ON ALL PAST DUE INVOICES

**Total** $128.18

HAUSMAN ENTERPRISES, INC.

16446 LEAVENWORTH CIR.
OMAHA, NE 68118-2720
(402) 697-9309

# Invoice

| DATE | INVOICE NO. |
|---|---|
| 5/13/2013 | 13111 |

| BILL TO |
|---|
| SID 291 WHITE TAILL CREEK<br>BRETT WAWERS<br>LAMP RYNEARSON & ASSOCIATES<br>14710 WEST DODGE ROAD SUITE 100<br>OMAHA NE 68154 |

REC'D MAY 20 2013

| P.O. NO. | DUE DATE | PROJECT |
|---|---|---|
| | 6/13/2013 | |

| DESCRIPTION | RATE | QTY | AMOUNT |
|---|---|---|---|
| REPAIR DRAINAGE AREA | | | |
| REMOVE SILT FENCE PRICE PER LINEAR FOOT | 0.50 | 37 | 18.50T |
| REMOVE SILT FENCE PRICE PER LINEAR FOOT | 0.50 | 54 | 27.00T |
| REMOVE SILT FENCE PRICE PER LINEAR FOOT | 0.50 | 77 | 38.50T |
| REMOVE SILT FENCE PRICE PER LINEAR FOOT | 0.50 | 107 | 53.50T |
| INSTALL SILT FENCE PRICE PER LINEAR FOOT FOR QUANTITIES LESS THAN 150 LINEAR FEET | 3.25 | 38 | 123.50T |
| INSTALL SILT FENCE PRICE PER LINEAR FOOT FOR QUANTITIES LESS THAN 150 LINEAR FEET | 3.25 | 39 | 126.75T |
| MOBILIZATION OF BULLDOZER | 250.00 | | 250.00 |
| 85 HP BULLDOZER PRICE PER HOUR | 125.00 | 4 | 500.00 |
| INSTALL SILT FENCE PRICE PER LINEAR FOOT FOR QUANTITIES LESS THAN 150 LINEAR FEET | 3.25 | 37 | 120.25T |
| INSTALL SILT FENCE PRICE PER LINEAR FOOT FOR QUANTITIES LESS THAN 150 LINEAR FEET | 3.25 | 31 | 100.75T |
| State of Nebraska | 5.50% | | 33.48 |

**Total** $1,392.23

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 18, 2013

Chairman and Board of Trustees
Sanitary and Improvement District No. 291
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. 291 (Whitetail Creek)
Green Area Maintenance
LRA Job No. 0109067.90-396

Dear Members of the Board:

Enclosed is invoice no. 13263, dated July 8, 2013, from Hausman Enterprises, Inc., for outlot and right-of-way mowing within the referenced district:

Payment directly to Hausman Enterprises, Inc., in the amount of $500.00 is recommended.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

Kortney Kosiski

Kortney Kosiski, E.I.
Project Engineer

Enclosure

c w/enc: Loren Johnson
c: Hausman Enterprises, Inc.

gtl\L:\Engineering\0109067.90\ADMIN\GreenAreaMaint2013\INV Hausman 130718.docx

HAUSMAN ENTERPRISES, INC.

16446 LEAVENWORTH CIR.
OMAHA, NE 68118-2720
(402) 697-9309

# Invoice

| DATE | INVOICE NO. |
|---|---|
| 7/8/2013 | 13263 |

| BILL TO |
|---|
| SID 291 WHITE TAILL CREEK<br>BRETT WAWERS<br>LAMP RYNEARSON & ASSOCIATES<br>14710 WEST DODGE ROAD SUITE 100<br>OMAHA NE 68154 |

| P.O. NO. | DUE DATE | PROJECT |
|---|---|---|
| | 8/8/2013 | |

| DESCRIPTION | RATE | QTY | AMOUNT |
|---|---|---|---|
| MOW OUT LOTS AND ROW | 500.00 | | 500.00 |
| State of Nebraska | 5.50% | | 0.00 |

TERMS NET 30 DAYS INTEREST WILL BE CHARGED AT 1.5% PER MONTH ON ALL PAST DUE INVOICES

**Total** $500.00

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 17, 2013

Chairman and Board of Trustees
Sanitary and Improvement District No. 291
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. 291 (Whitetail Creek)
Green Area Maintenance
LRA Job No. 0109067.90-396

Dear Members of the Board:

Enclosed is Invoice No. 13201, dated June 16, 2013, from Hausman Enterprises, Inc., for outlot and right-of-way mowing within the referenced district:

Payment directly to Hausman Enterprises, Inc., in the amount of $500.00 is recommended.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

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

Enclosure

c w/enc: Loren Johnson
c: Hausman Enterprises, Inc.

gtl\L:\Engineering\0109067.90\ADMIN\GreenAreaMaint2013\INV Hausman 130717.docx

HAUSMAN ENTERPRISES, INC.

16446 LEAVENWORTH CIR.
OMAHA, NE 68118-2720
(402) 697-9309

# Invoice

| DATE | INVOICE NO. |
|---|---|
| 6/16/2013 | 13201 |

| BILL TO |
|---|
| SID 291 WHITE TAILL CREEK<br>BRETT WAWERS<br>LAMP RYNEARSON & ASSOCIATES<br>14710 WEST DODGE ROAD SUITE 100<br>OMAHA NE 68154 |

REC'D JUN 18 2013

| P.O. NO. | DUE DATE | PROJECT |
|---|---|---|
| | 7/16/2013 | |

| DESCRIPTION | RATE | QTY | AMOUNT |
|---|---|---|---|
| MOW OUT LOTS AND 192ND AND GILES ROAD ROW | 500.00 | | 500.00 |
| State of Nebraska | 5.50% | | 0.00 |

TERMS NET 30 DAYS INTEREST WILL BE CHARGED AT 1.5% PER MONTH ON ALL PAST DUE INVOICES

**Total** $500.00

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 24, 2013

Chairman and Board of Trustees
Sanitary and Improvement District No. 291
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. 291 (Whitetail Creek)
MUD Water Main Extension Agreements
LRA Job No. 0109067.22-067

Dear Members of the Board:

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: | $274,618.00 |
| Contribution to other pioneer mains: | $93,380.00 |
| **Total amount to be advanced to MUD:** | **$367,998.00** |
| 20% Contingency on Construction Costs: | $54,924.00 |
| Estimate Engineering, Miscellaneous, Legal, Publication, Financing and Interest Cost: | $125,000.00 |
| **TOTAL ESTIMATED PROJECT COST:** | **$547,922.00** |

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

gtl\L:\Engineering\0109067\ADMIN\LTR Doyle 130724.docx

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

SANITARY AND IMPROVEMENT DISTRICT NO. 291
OF SARPY COUNTY, NEBRASKA

NOTICE

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska will be held at **9:00 A.M. on August 21, 2013 at 13903 South 47th Street, Bellevue, 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 Resolutions, to-wit:

RESOLUTION A

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 291 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 water main extensions.

BE IT FURTHER RESOLVED that the principal terms of said agreement are as follows:

# WATER MAIN EXTENSION AGREEMENT

District Job No. 100055001062

THIS AGREEMENT is entered into on .....
20 .....
, between the
METROPOLITAN UTILITIES DISTRICT OF OMAHA, NEBRASKA, ("District") and
Sanitary Improvement District #291 of Sarpy County ("Applicant").

In consideration of the Applicant's payment of Three Hundred sixty Seven Thousand Nine Hundred Ninety Eight and 00/100 Dollars ($ 367,998.00 ) to the District, receipt of which is acknowledged, the District shall install, as soon as is reasonably possible,

3129'+/- of 8" and 4505'+/- of 6" D.I.P.J. water main in Whitetail Creek Sub.
At 192nd and Giles Road to serve lots 108-238

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 ($ 274,618 ) and (2) the (estimated) contributions to other pioneer mains ($ 93,380 ). The estimated total cost of the main installation is $ 274,618 , 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 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 assessment for said improvements are the same as the outer boundaries of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska.

Said plans and specifications have been reviewed by Lamp Rynearson & Associates, Inc., 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 $547,922.00.

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. 291 OF SARPY COUNTY, NEBRASKA

Loren Johnson, Chairman
Jim Emmons, Clerk

Publication Dates: August 7 and August 14, 2013.

LAMP RYNEARSON
& ASSOCIATES
ENGINEERS | SURVEYORS | PLANNERS

14710 West Dodge Road
Omaha, Nebraska 68154
[P] 402.496.2498
[F] 402.496.2730
www.LRA-Inc.com

July 26, 2013

Chairman and Board of Trustees
Sanitary and Improvement District No. 291
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. 291 (Whitetail Creek)
OPPD Underground Service Agreements
LRA Job No. 0109067.22-070

Dear Members of the Board:

This is to advise you that we have reviewed the enclosed Underground Service Agreement and Street Lighting Agreement prepared by the Omaha Public Power District 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. 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 OPPD for 131 Single-Family Residential Lots: | $115,280 |
| Estimate Engineering, Miscellaneous, Legal, Publication, Financing and Interest Cost: | $32,320 |
| **TOTAL ESTIMATED PROJECT COST:** | **$147,600** |

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

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

John Coolidge Jr

John E. Coolidge, Jr., P.E., LEED© AP
Project Manager

Enclosures

c: Loren Johnson
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FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144

SANITARY AND IMPROVEMENT DISTRICT NO. 291
OF SARPY COUNTY, NEBRASKA

NOTICE

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska will be held at **9:00 A.M. on August 21, 2013 at 13903 South 47th Street, Bellevue, 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. 291 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 electrical distribution system within the boundaries of the District, 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. 291 of Sarpy County ("SID") agree as follows:

**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 220 single family dwelling units in the SID, also known as Whitetail Creek Ph 2, constructed or to be constructed on the individual lots listed on the attached Exhibit "A".

12 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

Exhibit "B"

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").

22 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.

33 **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.

34 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..

35 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 **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 $880 per lot for each of the lots listed in Exhibit "A", for a total payment of $115,280.

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 be 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. 291 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 $147,600.

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 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 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. 291 OF SARPY COUNTY, NEBRASKA
By: Loren Johnson, Chairman
Jim Emmons, Clerk

Publication Dates: August 7 and August 14, 2013.

# AGENDA

## SANITARY AND IMPROVEMENT DISTRICT NO. 291 OF DOUGLAS COUNTY, NEBRASKA HELD AT 9:00 A.M. ON JULY 26, 2013

1. Present Open Meeting Laws.

2. Present executed for Financial Advisor/Fiscal Agent Services.

3. Present and award contract to low bidder, L.G. Roloff Construction Co. in the amount of $1,539,224.43 in connection with Sanitary Sewer, Storm Sewer and Paving - Section II.

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

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|---|---|
| a) Lamp Rynearson & Associates for engineering services. (#21, 22) | $2,857.73 |
| b) Omaha Public Power District for electrical services. | $2,089.92 |
| c) Kuehl Capital Corporation for Financial Advisor/Fiscal Agent Services. (#1080) | $933.33 |
| d) Hausman Enterprises Inc. for erosion control and green area maintenance. (#13042, 13084, 13111, 13263, 13201) | $2,698.71 |
| e) Kuehl Capital Corporation for advisory structuring fees for the General Fund warrants issued at this meeting. (2.50%) | $214.50 |
| f) First National Capital Markets for underwriting fees for the General Fund warrants issued at this meeting. (1.50%) | $131.92 |

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

6. Present proposed Resolution of Necessity for the District entering into an Underground Service Agreement with Omaha Public Power District for the construction of OPPD Underground Service; order hearing to be held and necessary publications for same.