

**MINUTES OF THE MEETING OF THE BOARD OF  
TRUSTEES OF SANITARY & IMPROVEMENT DISTRICT NO. 298  
OF SARPY COUNTY, NEBRASKA**

A meeting of the Board of Trustees of Sanitary & Improvement District No. 298 of Sarpy County, Nebraska, was convened in open and public session at 4:30 p.m. on April 26, 2016 at 16255 Woodland Drive, Omaha, Nebraska. Present were the following Trustees: Melvin Sudbeck, JeAnn Sudbeck, Chad Wallace, and John Arians. Absent was Darrell Wise. Also present was Robert F. Peterson, counsel for the District. Notice of the meeting was given in advance thereof by publication in The Bellevue Leader, Sarpy County, Nebraska, on April 13, 2016, a copy of the Proof of Publication being attached to these minutes. Notice of this meeting was simultaneously given to all members of the Board of Trustees, and a copy of their Acknowledgment of Receipt of 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 meeting was called to order by the Chairman, Melvin Sudbeck. He announced that a copy of the Open Meetings Act was available on the table in the room and available for inspection by anyone who so desired.

The Trustees discussed the status of the construction in the development. The Chairman noted that the construction has almost been done but there are still a few minor items to complete which will be done within the next two weeks, weather permitting. The Chairman also asked about levying special assessments and how quickly that could be done after the construction project is completed. The Chairman noted that the Developer is selling lots in the subdivision and would like to either have the special assessments levied or the amount determined as nearly as possible to the actual amount for use in closing lot sales. Counsel advised that the specials could be levied as soon as the engineers could put their schedule together and the required notices are sent to the property owners and the City of Bellevue.

The Chairman then circulated for review an Agreement between SID 298 and Omaha Public Power District for installation of street lighting. Counsel indicated that he had reviewed the Agreement as had the Chairman and the Chairman suggested that consideration should be made approving the Agreement.

Upon a motion made by Melvin Sudbeck and seconded by JeAnn Sudbeck all Trustees present voted aye to adopt the following resolution:

BE IT RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 298 of Sarpy County, Nebraska, that the Chairman be and hereby is authorized to execute the Agreement for installation of street lighting with Omaha Public Power District.

Counsel was requested to send a copy of the Agreement to Omaha Public Power District.

The Chairman then presented the following items for consideration by the Board:

1. Statement from World Herald Media Group in the amount of \$9.43 for publication of notice.
2. Statement from Masimore, Magnuson in the amount of \$1,500 for budget and year end accounting.

After a full discussion and upon a motion being duly made and seconded, with all Trustees voting “aye” and no one voting “no”, the following resolution was adopted:

**RESOLVED**, that the Board of Trustees of Sanitary and Improvement District No. 298 of Sarpy County, Nebraska, that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver the following warrants of the District, dated the date of this meeting, to the following payees and in the following amounts, said Warrants to be drawn on the General Fund of the District and to draw interest at the rate of 7% per annum and to be redeemed no later than April 26, 2019, subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska, after notice is given as required by law, to-wit:

1. WARRANT NO. 122 payable to World Herald Media Group in the amount of \$9.43.
2. WARRANT NO. 123 payable to Masimore, Magnuson & Associates in the amount of \$1,500.00.

The Chairman then presented the following items for consideration by the Board.

1. Statements from ISB & Associates in the total amount of \$2,297.50 for concrete quality testing.
2. Statement with Pay Recommendation No. 4 from MBC Construction Co., Inc. in the amount of \$66,700.74.
3. Statements from Thompson, Dreessen & Dorner in the total amount of \$14,154.25 for Storm Sewer & Paving – Phase 1.
4. Statements from Bankers Trust in the total amount of \$1,000.00 for Annual Administrative Fees.
5. Statement from Laughlin, Peterson & Lang in the amount of \$4,001.04 for legal services.
6. Payment to Kuehl Capital Corporation ( $\$88,154.53 \times 2.5\%$ ) in the amount of \$2,203.86.
7. Payment to First National Capital Markets, Inc. in the amount of \$1,763.09 ( $\$88,154.53 \times 2\%$ ).

After a full discussion and upon a motion being duly made and seconded, with Trustees Melvin Sudbeck, JeAnn Sudbeck, and Chad Wallace voting "aye" and John Arians abstaining from the payment to MBC Construction", the following resolution was adopted:

RESOLVED, that the Board of Trustees of Sanitary and Improvement District No. 298 of Sarpy County, Nebraska, hereby authorizes and directs that the following warrants be prepared and issued by the Chairman and Clerk in payment thereof, said warrants to bear interest at 7% per annum after registration and to be charged to the Construction Fund of the District, with the interest to be payable on September 1, 2016 and September 1 of each year thereafter on maturity and to be redeemed no later than April 26, 2021, subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska, after notice is given as required by law, to-wit:

1. WARRANT NO. 124 in the amount of \$2,297.50 payable to ISG & Associates, Inc.
2. NOS. 125 through 130 in the amount of \$10,000.00 each and WARRANT NO. 131 in the amount of \$6,700.74 payable to MBC Construction Co., Inc.
3. WARRANT NO. 132 payable to Thompson, Dreessen & Dorner in the amount of \$10,000.00 and WARRANT NO. 133 payable to Thompson, Dreessen & Dorner in the amount of \$4,154.25.
4. WARRANT NO. 134 payable to Bankers Trust in the amount of \$1,000.00.
5. WARRANT NO. 135 payable to Laughlin, Peterson & Lang in the amount of \$4,002.04.
6. WARRANT NO. 136 payable to Kuehl Capital Corporation in the amount of \$2,203.86.
7. WARRANT NO. 137 payable to First National Markets in the amount of \$1,763.09.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 298 of Sarpy County, Nebraska, that both they and the District hereby find and determine and covenant, and warrant and agree that (a) the facilities for which the above Warrants are issued are designed to serve members of the general public on an equal basis; (b) 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 person 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 benefited by such facilities in the District; (e) the development of the land in the District for sale and occupation by the general public is proceeding with reasonable speed and (f) the District hereby authorizes and directs the Chairman 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. 298 of Sarpy County, Nebraska, that the District hereby covenants, warrants and agrees as follows: (a) to take all actions necessary under current federal law to maintain the tax exempt status (as to taxpayers generally) of interest on the above Warrants; and (b) to the extent that it may lawfully do so, the District hereby designates the above Warrants as its "qualified tax exempt obligations" under Section 265(b)(3)(B)(i)(III) of the Internal Revenue Code of 1986 as amended and covenants and warrants that the District does not reasonably expect to issue warrants or bonds or other obligations aggregating in the principal amount of more than \$5,000,000 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. 298 of Sarpy County, Nebraska that this and the preceding Resolutions are hereby adopted as the Certificate with Respect to Arbitrage of the District pertaining to the above Warrants and the District and the Chairman and Clerk of the District hereby further certify, as of the date of the registration of the above Warrants with the County 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 lesser of: (a) 10% of the net principal proceeds of the above Warrants, (b) the maximum annual debt service due on the above Warrants, or (c) 125% of average annual debt service due on the above Warrants will be expended for payment of principal of and interest on the above Warrants within 13 months after receipt of such monies. That amount which is currently held in the District's Bond Fund which exceeds the amount which is to be expended for payment of principal and interest on the above Warrants within 13 months after receipt of such monies, plus that amount arrived at pursuant to the

immediately preceding sentence, will not be invested in any securities or any other investment obligations which bear a yield, as computed in accordance with the actuarial method, in excess of the yield on the above Warrants.

2. To the best of their knowledge, information and belief, the above 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 Section 1.148-2(b)(2) of the Income Tax Regulations under the Internal Revenue Code of 1986, as amended.

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

Wednesday, April 13, 2016 Bellevue Leader

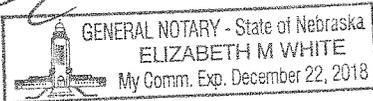
And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.

Handwritten signature of Ron Petak

Shon Barenklau OR Ron Petak
Publisher Executive Editor

Today's Date 4-13-2016
Signed in my presence and sworn to before me:

Handwritten signature of Elizabeth M White
Notary Public



LAUGHLIN PETERSON & LANG
11718 Nicholas Street, Suite 101
Omaha, NE 68154
NOTICE
NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 298 of Sarpy County, Nebraska will be held at 4:30 p.m. on Tuesday, April 26, 2016 at 16255 Woodland Drive, Omaha Nebraska, which meeting will be open to the public. An agenda for such meeting, kept continuously current, is available for public inspection at the office of the Chairman of the Board of the District at the meeting place specified above, and includes payment of bills of the District.
JeAnn Sudbeck, Clerk of the District
1941413; 4/13

Printer's Fee \$ 9.43
Customer Number: 20908
Order Number: 0001941413

ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF HEARING

The undersigned Trustees of Sanitary and Improvement District No. 298 of Sarpy County, Nebraska, hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said District and the agenda for such meeting held at 4:30 p.m. at 16255 Woodland Drive, Omaha, Nebraska.

Dated this 26<sup>th</sup> day of April, 2016.

  
\_\_\_\_\_  
Melvin Sudbeck, Chairman

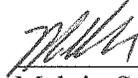
  
\_\_\_\_\_  
JeAnn Sudbeck, Clerk

  
\_\_\_\_\_  
Chad Wallace, Trustee

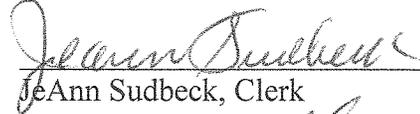
  
\_\_\_\_\_  
John Arians, Trustee

  
\_\_\_\_\_  
Darrel Wise, Trustee

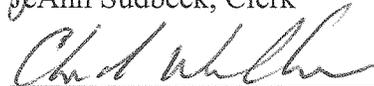
There being no further business to come before the meeting, the same was adjourned.



\_\_\_\_\_  
Melvin Sudbeck, Chairman



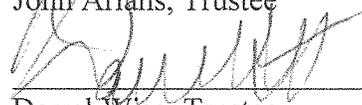
\_\_\_\_\_  
JeAnn Sudbeck, Clerk



\_\_\_\_\_  
Chad Wallace, Trustee



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John Arians, Trustee



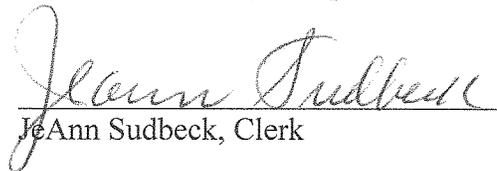
\_\_\_\_\_  
Darrel Wise, Trustee

CERTIFICATE

STATE OF NEBRASKA            )  
  )  
COUNTY OF SARPY            )  
  )  
SANITARY AND                 )  
IMPROVEMENT                )  
DISTRICT NO. 298            )

I, the undersigned, Clerk for Sanitary and Improvement District No. 298 of Sarpy County, Nebraska, hereby certify that all of the subjects included in the attached proceedings were contained in the agenda for the meeting of April 26, 2016, kept continually current and available for public inspection at the office of the Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the Chairman and Board of Trustees of the District, from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 26<sup>th</sup> day of April, 2016.

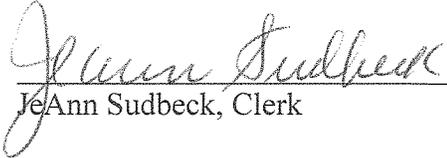
  
JeAnn Sudbeck, Clerk

**CERTIFICATE OF NOTICE**

STATE OF NEBRASKA    )  
                                  )  
COUNTY OF SARPY     )

I hereby certify that I am the duly qualified and acting Clerk of Sanitary and Improvement District No. 298 of Sarpy County, Nebraska, and that not less than seven (7) days prior to the date set for this meeting of the Board of Trustees of this District, a notice was sent to the Clerk of the City of Bellevue, Nebraska, the municipality or county whose zoning jurisdiction this District is located, notifying said Clerk of this meeting.

Dated this 26<sup>th</sup> day of April, 2016.

  
\_\_\_\_\_  
JeAnn Sudbeck, Clerk

## CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of Sanitary and Improvement District Number 298 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

AGREEMENT

This agreement made and entered into this 26 day of April, 2016, by and between Sanitary and Improvement District No. 298 of Sarpy County, Nebraska, located in the vicinity of Spring Ridge (Ph.1), (hereinafter called "SID"), and the Omaha Public Power District, a public corporation and political subdivision of the State of Nebraska (hereinafter called "OPPD").

WITNESSETH;

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

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

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

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

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

### ARTICLE III

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

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

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

#### ARTICLE IV

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

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

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

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

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

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

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

ARTICLE V

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

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

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

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

IN WITNESS WHEREOF, Sanitary and Improvement District No. 298 of Sarpy County, Nebraska, hereby warrants that its Articles of Incorporation contain the legal powers to enter into this Agreement and has caused these presents to be executed in duplicate by its Chairman pursuant to the authority contained in resolution dated April 26, 2014 and the said Omaha Public Power District has caused these presents to be executed in duplicate.

OMAHA PUBLIC POWER DISTRICT

SANITARY IMPROVEMENT DISTRICT  
NO. 298 of Sarpy County

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

By: Melvin Sudbeck

Name: William Lenagh

Name: Chair

Title: Div. Mgr. of Customer Sales & Service

Project No.

GUARANTY

WHEREAS

(hereinafter "Guarantor") is the fiscal agent for or is otherwise interested in the development of, Sanitary and Improvement District No. 290 Sarpy County, Nebraska (hereinafter "SID"); and

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

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

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

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

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

DATED: 8/26/16, 2016.

Michael Chapman  
Guarantor

ATTEST/WITNESS: [Signature]

Billing Information:

Sanitary and Improvement District No. 298 of Sarpy County

Billing Name: Sanitary & Improvement District  
No. 298

% Kathleen M. Foster, Attorney at Law

Address: 14747 California Street, Suite 2

City, St. & Zip: Omaha, NE 68154

Omaha Public Power District  
Energy Plaza - Omaha, NE

Electric Rate Schedule  
Effective January 1, 2015  
Resolution No. 6028

---

**SCHEDULE NO. 350**

**MUNICIPAL SERVICE  
STREET LIGHTING**

**Availability:**

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

**General Conditions:**

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

**Contract:**

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

**Special Conditions:**

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

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

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

**Definitions:**

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

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

Omaha Public Power District  
Energy Plaza - Omaha, NE

Electric Rate Schedule  
Effective January 1, 2015  
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SCHEDULE NO. 350

MUNICIPAL SERVICE  
STREET LIGHTING

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

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

Category No. 1: Standard Utility Style Lighting Methods

Annual Rate (\$):

Method	Light Source	Approximate Mounting Height (feet)	Lamp Size (watts)	District Owned Pole				Consumer Owned Pole		
				Wood		Metal		Single	Twin	
				Single Lamp	Twin Lamps	Single Lamp	Twin Lamps	Single Lamp	Twin Lamps	
Overhead Wiring										
	61	H.P. Sodium	25	100	164.37	207.06	197.89	240.58		
	66	H.P. Sodium	30	200	196.68	247.11	255.96	316.07		
	68	H.P. Sodium	30	400	267.89		336.85			
	67	H.P. Sodium	40	200	232.18		292.45			
	65	H.P. Sodium	40	400	296.98		357.25			
Underground Wiring										
28	61	H.P. Sodium	25	100	164.37	207.06	207.40	250.09	131.54	
	66	H.P. Sodium	30	200	224.16	268.18	270.60	328.55	166.71	210.73
	68	H.P. Sodium	30	400			349.33	394.24	231.51	
	67	H.P. Sodium	40	200	255.72	299.75	308.65	352.67	177.09	221.11
	65	H.P. Sodium	40	400	320.52		373.45	418.36	241.89	286.80

Omaha Public Power District  
 Energy Plaza - Omaha, NE

Electric Rate Schedule  
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SCHEDULE NO. 350

MUNICIPAL SERVICE  
 STREET LIGHTING

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

Category No. 2: Standard Decorative Lighting Methods

Annual Rate (\$):

<u>Method</u>	<u>Light Source</u>	Approximate Mounting Height (feet)	Lamp Size (watts)	District Owned Pole		Consumer Owned Pole	
				<u>Single Lamp</u>	<u>Twin Lamps</u>	<u>Single Lamp</u>	<u>Twin Lamps</u>
	Underground Wiring						
52	H.P. Sodium	25	100	361.83	414.65	157.19	
51	H.P. Sodium	30	200	402.21	463.12	197.57	
53	H.P. Sodium	30	400	471.41		266.77	
58	H.P. Sodium	40	400	486.42		277.15	
57	Metal Halide	30	400	501.30		296.66	
59	Metal Halide	40	400	516.32	606.75	307.04	397.47

Omaha Public Power District  
Energy Plaza - Omaha, NE

Electric Rate Schedule  
Effective January 1, 2015  
Resolution No. 6028

SCHEDULE NO. 350

MUNICIPAL SERVICE  
STREET LIGHTING

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

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

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

Annual Rate (\$):

Method	Light Source	Approximate Mounting Height (feet)	Lamp Size (watts)	District Owned Pole			Consumer Owned Pole	
				<u>Wood</u> Single Lamp	<u>Metal</u> Single Lamp	Twin Lamps	Single Lamp	Twin Lamps
Overhead <u>Wiring</u>								
63	H.P. Sodium	30	250	190.66	259.62			
16	Mercury Vapor	25	100	126.80	160.32			
15	Mercury Vapor	25	175	152.77	186.29			
17	Mercury Vapor	25	250	175.93	209.45			
14	Mercury Vapor	30	400	226.90	275.77	305.79		
44	Mercury Vapor	40	400	255.99	316.26			
48	Mercury Vapor	40	700	353.83				
49	Mercury Vapor	40	1,000	449.16	509.43			
Underground <u>Wiring</u>								
63	H.P. Sodium	30	250	211.73	272.11		154.28	
62	H.P. Sodium	30	400			548.51		430.69
64	H.P. Sodium	40	250		296.22		164.66	
16	Mercury Vapor	25	100		169.83			
15	Mercury Vapor	25	175	170.87	195.80	228.98	119.94	
17	Mercury Vapor	25	250	194.03	218.96	252.75	143.10	
14	Mercury Vapor	30	400	247.97	288.25	318.28	190.52	
44	Mercury Vapor	40	400		332.46			
49	Mercury Vapor	40	1,000		483.60			

Omaha Public Power District  
Energy Plaza - Omaha, NE

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Effective January 1, 2015  
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SCHEDULE NO. 350

MUNICIPAL SERVICE  
STREET LIGHTING

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

Category No. 4: Optional Decorative Lighting Methods

Standard Rate With Upfront Payment of Decorative Differential

Annual Rate (\$):

<u>Method</u>	<u>Light Source</u>	<u>Approximate Mounting Height (feet)</u>	<u>Lamp Size (watts)</u>	<u>Fixture</u>	<u>District Owned Pole and Fixture Single Lamp</u>	<u>Consumer Owned Pole and Fixture Single Lamp</u>
Underground Wiring						
Decorative Method Without Base:						
94	H.P. Sodium	16	70	Acorn	190.86	
96	H.P. Sodium	20	100	Top Hat	207.40	
97	H.P. Sodium	20	100	Lantern	207.40	
Decorative Method With Base and Ring:						
12	H.P. Sodium	12	70	Acorn	190.86	
94	H.P. Sodium	16	70	Acorn	190.86	
95	H.P. Sodium	16	70	Globe	199.92	
96	H.P. Sodium	20	100	Top Hat	207.40	
97	H.P. Sodium	20	100	Lantern	207.40	
98	Metal Halide	14	150	Bounce	197.75	

The Following Lighting Methods are Restricted and Available Only to Existing Streetlight Customers.

Decorative Method Without Base:

90	H.P. Sodium	16	70	Acorn	228.75	71.07
91	H.P. Sodium	16	70	Globe	232.11	
93	H.P. Sodium	20	100	Lantern	228.10	

Decorative Method With Base and Ring:

90	H.P. Sodium	16	70	Acorn	263.75	
91	H.P. Sodium	16	70	Globe	267.11	
92	H.P. Sodium	20	100	Top Hat	208.32	

Omaha Public Power District  
 Energy Plaza - Omaha, NE

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MUNICIPAL SERVICE  
 STREET LIGHTING

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

Category No. 5: LED Lighting Methods\*

Annual Rate (\$):

<u>Method Light Source</u>	Approximate Mounting Height (feet)	Lamp Size (watts)	District Owned Pole Consumer Owned Fixture	
			Wood	Metal
<u>Overhead Wiring</u>				
28 LED	25	100	79.23	125.59
29 LED	30	100	85.76	
30 LED	30	200	99.44	
31 LED	40	200	121.87	
<u>Underground Wiring</u>				
26 LED	16	86		90.24
28 LED	25	100	86.15	132.51
30 LED	30	200		188.16
31 LED	40	200		201.90

\*Additional agreements will be required.

Omaha Public Power District  
Energy Plaza - Omaha, NE

Electric Rate Schedule  
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SCHEDULE NO. 350

MUNICIPAL SERVICE  
STREET LIGHTING

PART 2 - CONSUMER OWNED SYSTEM OPERATED BY DISTRICT

Annual Rate (\$):

<u>Method</u>	<u>Light Source</u>	<u>Lamp Size (watts)</u>	<u>Dusk to Dawn</u>
77	H.P. Sodium	50	41.26
78	H.P. Sodium	70	47.28
71	H.P. Sodium	100	63.69
72	H.P. Sodium	150	80.54
76	H.P. Sodium	200	94.54
73	H.P. Sodium	250	109.49
74	H.P. Sodium	400	158.45
79	H.P. Sodium	1,000	340.51
40	LED	54	38.34
41	LED	86	67.56
27	Incandescent	150	64.32
20	Mercury Vapor	100	58.87
22	Mercury Vapor	250	104.67
23	Mercury Vapor	400	152.44
24	Mercury Vapor	700	243.88
25	Mercury Vapor	1,000	332.73
80	Metal Halide	100	57.22
81	Metal Halide	175	80.85
82	Metal Halide	250	105.12
83	Metal Halide	400	147.30
87	Metal Halide	50	38.40

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



**LEGEND**

- PROPOSED METHOD 61 100W HIGH PRESSURE SODIUM STEEL UNDERGROUND STREET LIGHT (MIN 61647)
- EXISTING STREET LIGHT

00047062

① DMIT REV 2.

SB 00032082 005499301

NO	REVISION	BY	DATE	ENG	PE	APP
5	DESIGN REV.	JL	09-15-09	CS		
4	DESIGN REV.	JL	09-15-09	CS		
3	DESIGN REV.	JL	09-15-09	CS		
2	DESIGN REV.	JL	09-15-09	CS		
1	DESIGN REV.	PH	09-15-09	CS		

SCALE: 1" = 200'  
 DRAFT: 09-01-15 S&W  
 CHECK: 09-01-15 GHS  
 PROJECT: SCHOLZ  
 NOTED: \_\_\_\_\_  
 PE: \_\_\_\_\_  
 APPD: 09-01-15 GHS  
 APPD: \_\_\_\_\_  
 DEPT: DISTRIBUTION

**STREET LIGHT EXHIBIT**

SPRING RIDGE PH 1  
 25 ST & ROSE LANE RD

LOT 15 1553 LOT 15 1553

SKC-15-671



SANITARY AND IMPROVEMENT DISTRICT NO. 298  
OF SARPY COUNTY, NEBRASKA

**AGENDA**

April 26, 2016 – 4:30 p.m.  
16255 Woodland Drive, Omaha, NE

The following items are the matters which are to be brought before the Board of Trustees of the above District at the meeting:

1. Call to Order.
2. Review Proof of Publication of meeting.
3. Discuss status of construction improvements.
4. Discuss status of sewer connection fees.
5. Discussion of general matters.
6. Payment of bills:

<b>GENERAL FUND</b>	
a. Statement from the Omaha World Herald	\$9.43
b. Statement from Masimore, Magnuson & Associates for budget documents and forms 1099 and 1096.	\$1,500.00
<b>CONSTRUCTION FUND</b>	
c. Statements from ISG & Associates, Inc. (with pay recommendation of TD2) for concrete quality tests and pavement thickness tests (\$925.00 and \$1,092.50); and statement from ISG & Associates, Inc. ( with pay recommendation of TD2) in the amount of \$280.00	\$2,297.50
d. Pay Recommendation No. 4 on Contract for Spring Ridge Paving and Storm Sewer – Section 1 for MBC Construction Co., Inc.	\$66,700.74
e. Statements from Thompson, Dreessen & Dorner for Storm Sewer & Paving – Phase 1	\$14,154.25
f. Statements from Bankers Trust for Annual Administrative Fees	1,000.00
g. Laughlin, Peterson & Lang for legal services	\$4,002.04
h. Kuehl Capital Corporation (\$88,154.53 x 2.5%)	\$2,203.86
i. First National Markets (\$88,154.53 x 2%)	\$1,763.09

Melvin Sudbeck, Chairman

# The Omaha World-Herald Ad Order Confirmation

**Ad Content**

**LAUGHLIN PETERSON & LANG**  
 11718 Nicholas Street, Suite 101  
 Omaha, NE 68154

**NOTICE**

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 298 of Sarpy County, Nebraska will be held at 4:30 p.m. on Tuesday, April 26, 2016 at 16255 Woodland Drive, Omaha Nebraska, which meeting will be open to the public. An agenda for such meeting, kept continuously current, is available for public inspection at the office of the Chairman of the Board of the District at the meeting place specified above, and includes payment of bills of the District.

JeAnn Sudbeck,  
 Clerk of the District

1941413; 4/13

**Ad Number** 0001941413-01  
**Sales Rep.** ewhite  
**Order Taker** ewhite  
**Ad Type** SNI Legals  
**Ad Size**  
 : 1.0 X 23 Li  
**PO Number** SID 298  
**Color** B&W  
**Promo Type**  
**Customer**  
 LAUGHLIN PETERSON & LANG  
**Customer Account**  
 20908  
**Customer Address**  
 11718 NICHOLAS ST, BARBARA  
 OMAHA NE 68154 USA  
**Customer Phone**  
 (402)330-1900  
**Ordered By**  
 Jan Meyer  
**Special Pricing**  
 None  
**Invoice Text**  
 SID 298  
**Materials**

**Ad Order Notes**

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

<u>Net Amount</u>	<u>Total Amount</u>
\$9.43	\$9.43

**Payment Method**

<u>Payment Amount</u>	<u>Amount Due</u>
\$0.00	\$9.43

<u>Product Information</u>	<u>Placement/Classification</u>	<u>Run Dates</u>	<u># Inserts</u>	<u>Cost</u>
SNI Classified::	Bellevue Legals	4/13/2016	1	\$9.43
	SNI Legals Bellevue-Appears			

PAYMENT RECOMMENDATION NO. 4 ON CONTRACT FOR SPRING RIDGE PAVING AND  
 STORM SEWER – SECTION 1

Owner: Sanitary and Improvement District No. 298  
 of Sarpy County, Nebraska  
 c/o Mr. Robert Peterson, Attorney  
 Laughlin, Peterson & Lang  
 11718 Nicholas St.  
 Omaha, NE 68154

Contractor: MBC Construction Co., Inc.  
 3108 S. 67<sup>th</sup> Ave.  
 Omaha, NE 68106

ORIGINAL CONTRACT AMOUNT PLUS CHANGE ORDER NO. 1: \$931,214.68

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATIONS: \$809,088.31

Item Description	Approx. Quantity	Unit Price	Amount
1 Mobilization	1 L.S.	\$ 46,417.07 / L.S.	\$ 46,417.07
2 Clearing and Grubbing	1 L.S.	\$ 55,377.70 / L.S.	\$ 55,377.70
3 Traffic Control	1 L.S.	\$ 5,989.00 / L.S.	\$ 5,989.25
4 Common Earthwork	5,800 C.Y.	\$ 1.00 / C.Y.	\$ 5,800.00
5 Topsoil, Tilled In Place	0 C.Y.	\$ 5.33 / C.Y.	\$ 0.00
6 Sawcut and Remove P.C.C. Pavement	250 S.F.	\$ 5.33 / S.F.	\$ 1,332.50
7 Remove, Salvage, and Reinstall 30" C.M.P., In Place	55 L.F.	\$ 58.58 / L.F.	\$ 3,221.90
8 15" I.D. R.C.P., Class III, With Bedding, In Place	468 L.F.	\$ 38.57 / L.F.	\$ 18,050.76
9 18" I.D. R.C.P., Class III, With Bedding, In Place	190 L.F.	\$ 42.47 / L.F.	\$ 8,069.30
10 24" I.D. R.C.P., Class III, With Bedding, In Place	450 L.F.	\$ 57.63 / L.F.	\$ 25,933.50
11 30" I.D. R.C.P., Class III, With Bedding, In Place	366 L.F.	\$ 83.07 / L.F.	\$ 30,403.62
12 36" I.D. R.C.P., D0.01 1350, With Bedding, In Place	1,350 L.F.	\$ 87.57 / L.F.	\$ 118,219.50
13 42" I.D. R.C.P., D0.01 1350, With Bedding, In Place	300 L.F.	\$ 119.28 / L.F.	\$ 35,784.00
14 42" I.D. C.M.P., 12 Gauge, With Bedding, In Place	0 L.F.	\$ 69.23 / L.F.	\$ 0.00
15 7' x 7' Detention Basin Outlet Structure, In Place	1 EA.	\$ 6,527.02 / EA.	\$ 6,527.02
16 24" Concrete Collar, In Place	1 EA.	\$ 692.26 / EA.	\$ 692.26
17 Type I Curb Inlet, In Place	7 EA.	\$ 1,500.00 / EA.	\$ 10,500.00
18 Type III Curb Inlet, In Place	9 EA.	\$ 1,500.00 / EA.	\$ 13,500.00
19 60" I.D. Storm Sewer Manhole, In Place	60.8 V.F.	\$ 425.21 / V.F.	\$ 25,852.77
20 72" I.D. Storm Sewer Manhole, In Place	14.1 V.F.	\$ 743.91 / V.F.	\$ 10,489.13
21 84" I.D. Storm Sewer Manhole, In Place	7.9 V.F.	\$ 1,056.49 / V.F.	\$ 8,346.27
22 Standard Ring and Cover, In Place	9 EA.	\$ 410.03 / EA.	\$ 3,690.27
23 36" R.C.P. Flared End Section W/ Bar Grate, In Place	1 EA.	\$ 1,970.28 / EA.	\$ 1,970.28
24 42" R.C.P. Flared End Section W/ Bar Grate, In Place	1 EA.	\$ 2,023.53 / EA.	\$ 2,023.53
25 42" Pile Bent Structure, In Place	0 EA.	\$ 7,242.10 / EA.	\$ 0.00

Item Description	Approx. Quantity		Unit Price		Amount
26 Aluminum Structural Plate Pipe Arch, 9'-7" Span X 6'-6" Rise, With Bedding, In Place	80	L.F.	\$ 911.76 /	L.F.	\$ 72,940.80
27 Crushed Rock, Unstable Trench, If Necessary	400	TON	\$ 26.63 /	TON	\$ 10,652.00
28 Geotextile Fabric, Unstable Trench, If Necessary	0	S.Y.	\$ 2.13 /	S.Y.	\$ 0.00
29 Adjust Sanitary Manhole to Grade, In Place	18	EA.	\$ 215.99 /	EA.	\$ 3,887.82
30 7" Uniform P.C.C. Pavement W/ Type "A" Integral Curb, In Place	11,115	S.Y.	\$ 30.00 /	S.Y.	\$ 333,450.00
31 Drill and Grout #5 x 30" Epoxy Coated Tie Bar, In Place	70	EA.	\$ 6.39 /	EA.	\$ 447.30
32 End of Pavement Traffic Barricade, In Place	0	EA.	\$ 532.51 /	EA.	\$ 0.00
33 4" Wide (White) Striping, In Place	0	L.F.	\$ 5.33 /	L.F.	\$ 0.00
34 Preformed Pavement Marking Tape Symbol, In Place	0	EA.	\$ 426.01 /	EA.	\$ 0.00
35 Flex-a-Mat Erosion Control Mat, In Place	0	S.F.	\$ 6.62 /	S.F.	\$ 0.00
36 Type "C" Rock Riprap, In Place	0	TON	\$ 41.54 /	TON	\$ 0.00
37 Erosion Control Matting Tensar S-150 (Or Approved Equal), In Place	0	S.Y.	\$ 1.12 /	S.Y.	\$ 0.00
38 United Seeds Floodplain Seed Mix, In Place	0	S.Y.	\$ 0.21 /	S.Y.	\$ 0.00
39 United Seeds FACW Seed Mix, In Place	0	S.Y.	\$ 0.43 /	S.Y.	\$ 0.00
40 NDOR Permanent Type "B" Seed Mix, In Place	0	S.Y.	\$ 0.21 /	S.Y.	\$ 0.00
41 Straw Wattle, In Place	0	L.F.	\$ 3.04 /	L.F.	\$ 0.00
42 Clean and Flush Sanitary Sewer After Paving	0	L.F.	\$ 0.96 /	L.F.	\$ 0.00
<b>SUBTOTAL</b>					<b>\$ 859,568.30</b>
Additions per Change Order No. 1:					
1.1 Right-of-way Erosion Control	1	L.S.	\$ 16,903.70 /	L.S.	\$ 16,903.70
1.2 Remove Sediment from Silt Basins 1 and 2	1	L.S.	\$ 54,166.75 /	L.S.	\$ 54,166.75
<b>TOTAL ADDITIONS PER CHANGE ORDER NO. 1</b>					<b>\$ 71,070.45</b>
Additions					
1 Winter Service Protection					\$ 20,687.70
2 Storm Sewer on Centennial Road	1	L.S.	\$ 7,012.50 /	L.S.	\$ 7,012.50
3 9" PCC Paving in 25 <sup>th</sup> Street	360	S.Y.	\$ 41.00 /	S.Y.	\$ 14,760.00
<b>TOTAL ADDITIONS</b>					<b>\$ 42,460.20</b>
<b>TOTAL</b>					<b>\$ 973,098.85</b>
<b>LESS 10% RETAINED</b>					<b>\$ 97,309.90</b>
<b>LESS PREVIOUS PAYMENT RECOMMENDATION</b>					<b>\$ 809,088.31</b>
<b>AMOUNT DUE CONTRACTOR</b>					<b>\$ 66,700.74</b>

Payment Recommendation No. 4  
April 21, 2016  
Page 3

We recommend that payment in the amount of \$ 66,700.74 be made to MBC Construction Co., Inc.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Charles E. Riggs".

Charles E. Riggs, P.E.

THOMPSON, DREESSEN & DORNER, INC.

CER/tjp

cc: MBC Construction Co., Inc.

# **Masimore Magnuson & Associates, P.C.**

11440 West Center Road, Suite B  
Omaha, NE 68144-4483  
402-334-0600

01/25/2016

SID 298  
C/O LAUGHLIN PETERSON & LANG  
11718 NICHOLAS STREET STE 101  
OMAHA, NE 68154

Invoice No. 44519  
Invoice Date 12/31/2015  
Client No. 1508260

---

For services rendered regarding:

Preparation of budget documents for fiscal 2015-2016,  
and preparation of forms 1099 and 1096 for 2015.

Current Amount Due \$ 1,500.00

Payment is due upon receipt.  
For credit card payments, please call Jane at 402-334-0600 ext. #119

January 8, 2016

Chairman and Board of Trustees  
Sanitary and Improvement District No. 298  
of Sarpy County, Nebraska  
c/o Mr. Robert Peterson, Attorney  
Laughlin, Peterson & Lang  
11718 Nicholas Street  
Omaha, NE 68154

RE: Spring Ridge Paving and Storm Sewer – Section 1  
TD2 File No. 1813-102.34

Board Members:

Enclosed please find Invoice Nos. 73406 and 73424 from ISG & Associates, Inc. in the amounts of \$925.00 and \$1,092.50 for concrete quality tests and pavement thickness tests.

We recommend that payment be made directly to ISG & Associates, Inc.

Respectfully submitted,



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

CER/tjp

Enclosures

cc: ISG & Associates, Inc.

RECEIVED  
JAN 11 2016

# ISG & Associates, Inc.

4722 S 135th Street  
 Omaha, Nebraska 68137  
 Ph: 402-614-6957  
 Cell Phone: 402-201-4109  
 Fax: 402-934-5359

# Invoice

Date	Invoice #
12/22/2015	73406

Mailing Address
SID 298, SC c/o Thompson, Dreesen & Dorner, Inc 10836 Old Mill Rd Omaha NE 68154 ATTN: Douglas Kellner

Contact Number	Customers Fax
402-504-9182	
Customers Email	
dkellner@td2co.com	

ISG Job Number	Project Name and Phase	Job Location	Customer Job #
15218	Spring Ridge - Paving	Bellevue, NE	SID 298

Date of Service	Qty	Description	Unit Price	Amount
*** SPRING RIDGE *** SID 298 - Paving				
12/8/2015	1.0	Trip Charge (includes time & mileage) - AM	40.00	40.00
	1.0	Concrete Test (Slump, Air Content, Fabrication of Cylinders) per test.	60.00	60.00
	3.0	Concrete Compressive Strength Test (per cylinder).	15.00	45.00
	1.0	Retrieval of Test Specimens	45.00	45.00
12/8/2015	1.0	Trip Charge (includes time & mileage) - PM	40.00	40.00
	1.0	Concrete Test (Slump, Air Content, Fabrication of Cylinders) per test.	60.00	60.00
	3.0	Concrete Compressive Strength Test (per cylinder).	15.00	45.00
	1.0	Retrieval of Test Specimens	45.00	45.00
12/10/2015	1.0	Trip Charge	40.00	40.00
	2.0	Concrete Test (Slump, Air Content, Fabrication of Cylinders) per test.	60.00	120.00
	6.0	Concrete Compressive Strength Test (per cylinder).	15.00	90.00
	1.0	Retrieval of Test Specimens	45.00	45.00
	1.5	Down Time on Job Site	40.00	60.00
12/11/2015	1.0	Trip Charge	40.00	40.00
	1.0	Concrete Test (Slump, Air Content, Fabrication of Cylinders) per test.	60.00	60.00
	3.0	Concrete Compressive Strength Test (per cylinder).	15.00	45.00
	1.0	Retrieval of Test Specimens	45.00	45.00

Test Results Attached	Please Pay From This Invoice.	<b>Total</b>	\$925.00
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<b>Payments/Credits</b>	\$0.00	1.5% per month will be charged on all balances over 30 days old.	<b>Balance Due</b>	\$925.00
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# ISG & Associates, Inc.

4722 S 135th Street  
 Omaha, Nebraska 68137  
 Ph: 402-614-6957  
 Cell Phone: 402-201-4109  
 Fax: 402-934-5359

# Invoice

Date	Invoice #
1/4/2016	73424

Mailing Address
SID 298, SC c/o Thompson, Dreesen & Dorner, Inc 10836 Old Mill Rd Omaha, NE 68154 ATTN: Douglas Kellner

Contact Number	Customers Fax
402-895-3288	402-895-5357
Customers Email	
jsudbeck@sudbeckcompanies.com	

ISG Job Number	Project Name and Phase	Job Location	Customer Job #
15218	Spring Ridge - Paving	Bellevue, NE	SID 298

Date of Service	Qty	Description	Unit Price	Amount
		*** S P R I N G R I D G E *** SID 298 - Paving		
1/3/2016	1.0	Mobilization of Core Rig	200.00	200.00
	11.0	Core samples	50.00	550.00
	11.0	Measuring cores	25.00	275.00
	1.5	Core site layout (hourly)	45.00	67.50

Test Results Attached	Please Pay From This Invoice.	<b>Total</b>	\$1,092.50
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<b>Payments/Credits</b>	\$0.00	1.5% per month will be charged on all balances over 30 days old.	<b>Balance Due</b>	\$1,092.50
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March 31, 2016

Chairman and Board of Trustees  
Sanitary and Improvement District No. 298  
of Sarpy County, Nebraska  
c/o Mr. Robert Peterson, Attorney  
Laughlin, Peterson & Lang  
11718 Nicholas Street  
Omaha, NE 68154

RE: Spring Ridge Paving and Storm Sewer – Section 1  
TD2 File No. 1813-102.35

Board Members:

Enclosed please find Invoice No. 73502 from ISG & Associates, Inc. in the amount of \$280.00 for paving subgrade and concrete quality tests.

We recommend that payment be made directly to ISG & Associates, Inc.

Respectfully submitted,



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

CER/tjp

Enclosures

cc: ISG & Associates, Inc.

**ISG & Associates, Inc.**

4722 S 135th Street  
 Omaha, Nebraska 68137  
 Ph: 402-614-6957  
 Cell Phone: 402-201-4109  
 Fax: 402-934-5359

**Invoice**

Date	Invoice #
3/23/2016	73502

Mailing Address
SID 298, SC c/o Thompson, Dreesen & Dorner, Inc 10836 Old Mill Rd Omaha, NE 68154 ATTN: Douglas Kellner

Contact Number	Customers Fax
402-895-3288	402-895-5357
Customers Email	
dkellner@td2co.com	

ISG Job Number	Project Name and Phase	Job Location	Customer Job #
15218	Spring Ridge - Paving	Bellevue, NE	SID 298

Date of Service	Qty	Description	Unit Price	Amount
		*** S P R I N G R I D G E *** SID 298 - Paving		
3/21/2016	1	Trip Charge	40.00	40.00
	2	Soil Nuclear Density Testing(per test)	25.00	50.00
3/23/2016	1	Trip Charge (includes time & mileage)	40.00	40.00
	1	Concrete Test (Slump, Air Content, Fabrication of Cylinders) per test.	60.00	60.00
	3	Concrete Compressive Strength Test (per cylinder).	15.00	45.00
	1	Retrieval of Test Specimens	45.00	45.00

Test Results Attached	Please Pay From This Invoice.	<b>Total</b>	\$280.00
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<b>Payments/Credits</b>	\$0.00	1.5% per month will be charged on all balances over 30 days old.	<b>Balance Due</b>	\$280.00
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Statement

Thompson Dreessen & Dorner Inc  
 10836 Old Mill Road  
 Omaha, NE 68154  
 (402) 330-8860

SID #298 (SPRING RIDGE)  
 LAUGHLIN PETERSON & LANG  
 11718 NICHOLAS STREET SUITE #101  
 OMAHA, NE 68144

Statement date: 3/29/2016

	Invoice Number	Invoice Date	Amount
<b>SID #298 (SPRING RIDGE)</b>			
<b>1813-102 SID #298 (SPRING RIDGE) - STORM SEWER &amp; PAVING - PHASE 1</b>			
	113322	1/5/2016	12,280.80
	113706	1/27/2016	1,215.20
	<b>Project Outstanding</b>		<u>13,496.00</u>
<b>1813-104 SID #298 (SPRING RIDGE) - WATER, GAS PHASE 1</b>			
	113323	1/5/2016	658.25
	<b>Project Outstanding</b>		<u>658.25</u>
	<b>Client Outstanding</b>		<u>14,154.25</u>

<b>SID #298 (SPRING RIDGE)</b>						
Outstanding	Current	31-60 Days	61-90 Days	91-120 Days	121+ Days	Prepayment
14,154.25	0.00	0.00	14,154.25	0.00	0.00	0.00

**Statement**

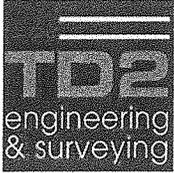
Thompson Dreessen & Dornier Inc  
 10836 Old Mill Road  
 Omaha, NE 68154  
 (402) 330-8860

SID #298 (SPRING RIDGE)

Statement date: 2/26/2016

	Invoice Number	Invoice Date	Amount
<b>SID #298 (SPRING RIDGE)</b>			
<b>1813-102 SID #298 (SPRING RIDGE) - STORM SEWER &amp; PAVING - PHASE 1</b>			
	113322	1/5/2016	12,280.80
	113706	1/27/2016	1,215.20
	<b>Project Outstanding</b>		<u>13,496.00</u>
<b>1813-104 SID #298 (SPRING RIDGE) - WATER, GAS PHASE 1</b>			
	113323	1/5/2016	658.25
	<b>Project Outstanding</b>		<u>658.25</u>
	<b>Client Outstanding</b>		14,154.25

<b>SID #298 (SPRING RIDGE)</b>						
Outstanding	Current	31-60 Days	61-90 Days	91-120 Days	121+ Days	Prepayment
14,154.25	0.00	14,154.25	0.00	0.00	0.00	0.00



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

**INVOICE**

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

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

SID #298 (SPRING RIDGE)  
 MR. ROBERT PETERSON  
 LAUGHLIN PETERSON & LANG  
 11718 NICHOLAS STREET SUITE #101  
 OMAHA, NE 68144

Invoice number 113706  
 Date 01/27/2016  
 Project 1813-102 SID #298 (SPRING RIDGE) -  
 STORM SEWER & PAVING - PHASE 1

Professional Services from November 30, 2015 through January 03, 2016

Description	Current Billed
Construction Staking	0.00
Engineering Services	1,215.20
<i>Construction Observation and Materials Testing</i>	
<b>Total</b>	<b>1,215.20</b>

Invoice total 1,215.20

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
113322	01/05/2016	12,280.80	12,280.80				
113706	01/27/2016	1,215.20	1,215.20				
	<b>Total</b>	<b>13,496.00</b>	<b>13,496.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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



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

**INVOICE**

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

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

SID #298 (SPRING RIDGE)  
 MR. ROBERT PETERSON  
 LAUGHLIN PETERSON & LANG  
 11718 NICHOLAS STREET SUITE #101  
 OMAHA, NE 68144

Invoice number 113323  
 Date 01/05/2016  
 Project 1813-104 SID #298 (SPRING RIDGE) -  
 WATER, GAS PHASE 1

Professional Services through November 29, 2015

Description	Current Billed
Construction Staking	297.35
Engineering Services	360.90
Total	658.25

Invoice total 658.25

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
113323	01/05/2016	658.25	658.25				
	Total	658.25	658.25	0.00	0.00	0.00	0.00

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



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

**INVOICE**

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

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

SID #298 (SPRING RIDGE)  
 MR. ROBERT PETERSON  
 LAUGHLIN PETERSON & LANG  
 11718 NICHOLAS STREET SUITE #101  
 OMAHA, NE 68144

Invoice number 113322  
 Date 01/05/2016  
 Project 1813-102 SID #298 (SPRING RIDGE) -  
 STORM SEWER & PAVING - PHASE 1

Professional Services from October 26, 2015 through November 29, 2015

Description	Current Billed
<b>Construction Staking</b>	6,489.10
<b>Engineering Services</b>	5,791.70
<i>Construction Observation and Materials Testing</i> \$1,609.00	
<i>Engineering Services</i> 4,182.70	
<b>Total</b>	<b>12,280.80</b>

Invoice total 12,280.80

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
112525	11/12/2015	6,769.00		6,769.00			
113322	01/05/2016	12,280.80	12,280.80				
	<b>Total</b>	<b>19,049.80</b>	<b>12,280.80</b>	<b>6,769.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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



Bankers Trust Company  
 435 7th Street  
 Des Moines, IA 50309

**Invoice**

**SARPY 298 GENERAL**  
 LAUGHLIN, PETERSON & LANG  
 ATTN: MR BOB PETERSON  
 11718 NICHOLAS STREET SUITE 101  
 OMAHA NE 68154

Invoice No: 26065  
 Invoice Date: 06/01/2016  
 MINDA BARR

CATEGORY	QUANTITY	RATE	AMOUNT
BALANCE CARRIED FORWARD:			\$0.00
-----			
PREVIOUS AMOUNT BILLED:		\$0.00	
AMOUNT RECEIVED:		\$0.00	
FLAT FEE			
ADMIN FEE ANNUAL			\$500.00
=====			
TOTAL DUE			\$500.00

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
500.00	0.00	0.00	0.00	0.00	500.00

PLEASE DETACH AND RETURN WITH PAYMENT

**SARPY 298 GENERAL**  
 LAUGHLIN, PETERSON & LANG  
 ATTN: MR BOB PETERSON  
 11718 NICHOLAS STREET SUITE 101  
 OMAHA NE 68154

Invoice #: 26065  
 Invoice Date: 06/01/2016  
 Bill Code: 0184002285

**Total Due: 500.00**

Remit to:

**Bankers Trust Company**  
**Attn: Corporate Trust Department**  
**PO Box 897**  
**Des Moines, IA 50304**

Amount Enclosed:





Bankers Trust Company  
 435 7th Street  
 Des Moines, IA 50309

**Invoice**

**DOUGLAS 298 CONSTRUCTION**  
 LAUGHLIN, PETERSON & LANG  
 ATTN: MR BOB PETERSON  
 11718 NICHOLAS STREET SUITE 101  
 OMAHA NE 68154

Invoice No: 24672  
 Invoice Date: 06/01/2016  
 MINDA BARR

CATEGORY	QUANTITY	RATE	AMOUNT
BALANCE CARRIED FORWARD:			\$0.00
PREVIOUS AMOUNT BILLED:		\$0.00	
AMOUNT RECEIVED:		\$0.00	
FLAT FEE			
ADMIN FEE ANNUAL			\$500.00
=====			
TOTAL DUE			\$500.00

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
500.00	0.00	0.00	0.00	0.00	500.00

PLEASE DETACH AND RETURN WITH PAYMENT

**DOUGLAS 298 CONSTRUCTION**  
 LAUGHLIN, PETERSON & LANG  
 ATTN: MR BOB PETERSON  
 11718 NICHOLAS STREET SUITE 101  
 OMAHA NE 68154

Invoice #: 24672  
 Invoice Date: 06/01/2016  
 Bill Code: 0184002277

**Total Due: 500.00**

Remit to: Bankers Trust Company  
 Attn: Corporate Trust Department  
 PO Box 897  
 Des Moines, IA 50304

Amount Enclosed:



LAUGHLIN, PETERSON & LANG  
ATTORNEYS AT LAW  
11718 NICHOLAS STREET, SUITE 101  
OMAHA, NE 68154  
(402) 330-1900  
FAX (402) 330-0936

April 26, 2016

Sanitary & Improvement District No. 298  
Of Sarpy County, Nebraska

Re: Legal Fees

BALANCE DUE FOR LEGAL FEES for Spring Ridge Paving  
and Storm Sewer – Section 1

\$4,002.04