

## CERTIFICATE

The undersigned hereby certify that they are the Chairwoman and Clerk of **Sanitary and Improvement District Number 23 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.

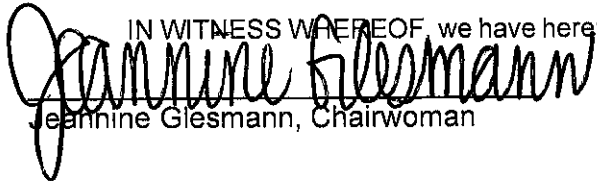
3. All of the subjects addressed at the Meeting were contained in the agenda for the Meeting, which agenda was kept continually current and readily available for public inspection at the address listed in the meeting notice for the Meeting and a copy of which is attached to this Certificate; such subjects 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 4<sup>th</sup> day of June 2024.

  
Jeannine Glesmann, Chairwoman

  
Mary McNamara, Clerk

**MEETING MINUTES  
SANITARY AND IMPROVEMENT DISTRICT NO. 23  
OF SARPY COUNTY, NEBRASKA**

The meeting of the Board of Trustees of Sanitary and Improvement District No. 23 of Sarpy County, Nebraska was convened in open and public session at 6:30 p.m. on June 4, 2024, at Westmont Elementary School, 13210 Glenn St, Omaha, Nebraska:

Present at the meeting were Trustees Jason Henley, Jeannine Glesmann, Patirica Drummond and Mary McNamara. Paula Ann Bidrowsky was absent. Also present was Robert Griffith, attorney for the District, a representative from Bluestem Capital Partners, Don Heine a representative of TD2, engineer for the District, Account Receivable Clerk, June Jordening and Gary Shepherd (accountant), and Mike Quinn with Quinn Services.

Notice of the meeting was given in advance thereof by publication in *The Daily Record* on May 20 and May 27, 2024, 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. 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 her Certificate to that effect, said Certificate being attached to these minutes and made a part hereof by this reference.

The Chairwoman publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy in the room where the meeting was being held.

The Chairwoman then stated that the next meeting of the Board will be held on Tuesday, July 2, 2024, at 6:30 p.m. at Fullenkamp, Jobeun, Johnson & Beller, 11440 West Center Road, Ste. C., Omaha, Nebraska.

Bluestem Capital Partners provided their report. Bond cashflow estimate for the paving improvements project provided. A total increase of \$0.03 in levy to issue new bond to fund total repair project.

The attorney then presented the ROW Dedication Property Agreement between the District and Metropolitan Community College to be voted on and approved for signature. Upon a motion duly made, seconded and upon a roll call vote of "aye" by the Trustees, the ROW Dedication Property Agreement approved. A signed copy of the agreement attached to these minutes.

The attorney then presented the Temporary Grading and Construction Easement between the District and Metropolitan Community College to be voted on and approved for signature. Upon a motion duly made, seconded and upon a roll call vote of "aye" by the Trustees, the Temporary Grading and Construction Easement approved. A signed copy of the agreement attached to these minutes.

The Chairwoman presented Minutes of the May 7, 2024, meeting of the Board of Trustees for approval. Following discussion, a motion was duly made, seconded, and unanimously adopted approving the Minutes of that Meeting as submitted.

The Chairwoman then presented the following statements for payment from the Construction Fund Account of the District:

- a) Thompson, Dreessen & Dorner, Inc., for engineering services in \$4,742.61  
connection with the Water Meter Replacement project.  
163650 – Water Meter Replacement project.
  - b) Thompson, Dreessen & Dorner, Inc., for engineering services in 85,154.01  
connection with the 2024 Pavement Reconstruction project.  
163651 – 2024 Pavement Reconstruction project
- Total \$89,896.62**

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

- a) Omaha Public Power District for electrical services. \$2,292.18  
Acct. #6804100060
- b) Thompson, Dreessen & Dorner, Inc., for engineering services. 5,208.00
  - 163413 \$1,340.00
  - 163649 \$3,868.00
- c) Kersten Construction Inc., for the prepping and pouring back the 2,904.75  
concrete sidewalk at 13416 Carpenter Street repair from January  
2024.  
33536

d)	AmeriLawn for mowing services.	3,250.00
	LWN24-14499	\$675.00
	LWN24-14681	\$675.00
	LWN24-14719	\$550.00
	LWN24-14847	\$675.00
	LWN24-15017	\$675.00
e)	J&M Trees for tree removal.	300.00
	INV0007	
f)	Churchich Recreation for playground repairs.	14,841.10
	Quote Number Q-07767	
g)	EMI Construction LLC for emergency paving repairs.	4,500.00
	012	
h)	Sarpy County for February and April sewer use billing.	20,538.01
	1739SWR February	\$10,238.72
	1754SWR April	\$10,299.29
i)	City of Omaha for March sewer billing.	298.21
	245237	
j)	June Jordening for May accounts receivable services and spring garden maintenance.	1,342.00
	Accounts Receivable - May	
k)	Mary McNamara for May Clerk Fees and reimbursements. (net).	92.35
	Clerk Fees - May	
l)	Fullenkamp, Jobeun, Johnson & Beller Trust Account for IRS withholdings.	7.65
m)	Quinn Services for May operator services.	6,040.00
	May operator services	
n)	G.F. Pesek for April back-up operator services.	710.00
	Back-up operator services - April	
o)	Professional Accounting for May accounting services.	1,845.10
	May accounting services	

**Total \$64,169.35**

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

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 23 of Sarpy County, Nebraska that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Warrant Nos. 11661 through 11671, inclusive, of the District, dated the date of the meeting, to the following payees, for the following services and in the following amounts, said warrants to draw interest at the rate of 6% per annum, Warrants No. 11661 and 11662, inclusive, to be payable from the Construction Fund Account of the District (interest to be payable on March 1 of each year) and to be redeemed no later than five years from the date hereof, being June 4, 2029, subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska after notice is given as required by law and Warrant Nos. 11663 through 11671, inclusive, to be payable from the General Fund Account of the District and to be redeemed no later than three years from the date hereof being June 4, 2027 to-wit:

**Construction Fund Warrants:**

- a) Warrant No. 11661 for \$4,742.61 payable to Thompson, Dreessen & Dorner, Inc., for engineering services in connection with the Water Meter Replacement project.
- b) Warrant No. 11662 for \$85,154.01 payable to Thompson, Dreessen & Dorner, Inc., for engineering services in connection with the 2024 Pavement Reconstruction project.

**General Fund Warrants:**

- a) Warrant No. 11663 for \$2,292.18 payable to the Omaha Public Power District for electrical services.
- b) Warrant No. 11664 for \$5,208.00 payable to Thompson, Dreessen & Dorner, Inc., for engineering services.
- c) Warrant No. 11665 for \$2,904.75 payable to Kersten Construction Inc., for the prepping and pouring back the concrete sidewalk at 13416 Carpenter Street repair from January 2024.
- d) Warrant No. 11666 for \$3,250.00 payable to AmeriLawn for mowing services.
- e) Warrant No. 11667 for \$300.00 payable to J&M Trees for tree removal.
- f) Warrant No. 11668 for \$14,841.10 payable to Churchich Recreation for playground repairs.
- g) Warrant No. 11669 for \$4,500.00 payable to EMI Construction LLC for emergency paving repairs.
- h) Warrant No. 11670 for \$20,538.01 payable to Sarpy County for February and April sewer use billing.
- i) Warrant No. 11671 for \$298.21 payable to the City of Omaha for March sewer billing.

- j) Warrant No. 11672 for \$1,342.00 payable to June Jordening for May accounts receivable services and spring garden maintenance.
- k) Warrant No. 11673 for \$92.35 payable to Mary McNamara for May Clerk Fees and reimbursements. (net).
- l) Warrant No. 11674 for \$7.65 payable to Fullenkamp, Jobeun, Johnson & Beller Trust Account for IRS withholdings.
- m) Warrant No. 11675 for \$6,040.00 payable to Quinn Services for May operator services.
- n) Warrant No. 11676 for \$710.00 payable to G.F. Pesek for April back-up operator services.
- o) Warrant No. 11677 for \$1,845.10 payable to Professional Accounting for May accounting services.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 23 of Sarpy County, Nebraska the District hereby authorizes and directs the Chair or Clerk to file or cause to be filed, when due, an information reporting form pursuant to Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code"), pertaining to the General Fund Warrants and Construction Fund Warrants;

No opinion of nationally recognized counsel in the area of municipal finance has been delivered with respect to the treatment of interest on the General Fund Warrants. Purchasers of the General Fund Warrants are advised to consult their tax advisors as to the tax consequences of purchasing or holding the General Fund Warrants.

The Clerk then announced that the last publication of the notice of this meeting, for the 2024 Paving Reconstruction, was more than five days prior to the time set by the Board of Trustees for public hearing, as set forth in the Proof of Publication. The Clerk further announced that notice had been posted in three conspicuous places within the District and filed his Certificate to that effect, said Certificate being attached to these minutes and made a part hereof by this reference.

The Clerk then stated that no petition opposing the Resolution of Necessity had been filed by any of the property owners neither within the District nor by any other person and no person appeared at the meeting or made any objections to the proposed Resolution of Necessity.

The Chairman then presented the Affidavit of Publication for the Resolution of Necessity for the District to approve the the 2024 Paving Reconstruction, the same having been published on May 20 and May 27, 2024. Then, upon a motion duly made and seconded, the

Trustees then voted "aye" and passed and unanimously adopted the proposed Resolution of Advisability and Necessity, being the same Resolution adopted in form at the meeting of the Board of Trustees held on May 7, 2024, which Resolution is set forth in full in the Proof of Publication attached hereto; the Trustees then passed the following resolution:

BE IT RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 23 of Sarpy County, Nebraska that the Resolution of Necessity for the 2024 Paving Reconstruction, be and hereby is approved as proposed at the meeting of the Board of Trustees held on May 7, 2024.

FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 23 of Sarpy County, Nebraska that in accordance with the 2024 Paving Reconstruction, the District would pay the amount of \$2,164,200.00 of the District's Construction Fund to be issued in connection with the approval of this Resolution at these proceedings.

The Chairman then presented the Proof of Publication for the Notice to Contractors for the 2024 Street Reconstruction, to the effect that said Notice to Contractors had been published in the Daily Record for three consecutive weeks on May 13, May 20, and May 27, 2024.

The Clerk then presented the list of bids and bidders for the 2024 Street Reconstruction, said bids having been received on June 3, 2024, 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 Swain Construction Inc., the low bidder in the amount of \$1,358,812.90 be accepted. After discussion, the following resolution was then duly made, seconded and upon a roll call vote of "aye" by the Trustees was duly adopted:

BE IT RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 23 of Sarpy County, Nebraska that the bid of Swain Construction Inc., for the construction of 2024 Street Reconstruction in the amount of \$1,358,812.90 be and hereby is accepted and that the Chairman and Clerk be there and hereby authorized and directed to execute the contract submitted in construction with said bid on behalf of the District.

Michael Quinn provided and discussed his report. Both wells are cycling properly. The routine monthly coliform test for May indicated total coliform absent and meets bacteriological

standards. Ecoli absent. There was a water main break at 13416 Carpenter Street on May 7<sup>th</sup>. All protocol was followed, and all testing came back clean. There was a water main break at 131<sup>st</sup> and Constitution Blvd. on May 10<sup>th</sup>. Work was to start the following Monday but due to the bad weather it was moved to Tuesday the 14<sup>th</sup>. The break was monitored and worked on over the weekend. Air release pits were pumped out several times in May due to rain. Due to the amount of rain, we received in May we are plus eight inches headed into the warmer months. The wells are holding and have not dropped this spring due to the rain and lack of watering by the homeowners. Quality on Tap has been published. Lead and copper testing is still on going. There is plenty of admin and research work involved in this procedure along with the testing involved.

June Jordening presented her account receivable report to the Board.

Accountant Gary Shepherd provided his report.

Park equipment is ordered and scheduled to be delivered within the month.

Trustee Mary McNamara made a motion to move to closed session of Board to discuss various personnel matters, the motion was unanimously approved, and the Board then entered into a closed executive session by and among itself and the attorney for the District at approximately 7:50pm. The executive session then closed at approximately 8:30pm and the meeting was subsequently adjourned as all agenda items and resident concerns were heard and discussed prior to the closed session.

{Signature Page Follows:}

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

Jeannine Glesmann  
Jeannine Glesmann, Chairwoman

Mary C. McNamara  
Mary McNamara, Clerk

## CERTIFICATE

The undersigned being Clerk of Sanitary and Improvement District No. 23 of Sarpy County, Nebraska hereby certifies that Notice of a Meeting of the Board of Trustees of said District held on June 4, 2024, was given to the Sarpy County Clerk at least seven days prior to the date of said meeting.

The undersigned further certifies that the agenda for the meeting of the Board of Trustees of said District was prepared and available for public inspection at the address designed in the notice of meeting published in the *Daily Record* on May 20 and May 27, 2024, 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.

  
Mary McNamara, Clerk

# CERTIFICATE

The undersigned Clerk of Sanitary and Improvement District No. 23 of Sarpy County, Nebraska does hereby certify that notice was posted in three conspicuous places within the District with regard to the Resolution of Necessity for the 2024 Paving Reconstruction.

  
Mary McNamara, Clerk

FULLENKAMP JOBEIN  
JOHNSON & BELLER, LLP  
11440 West Center Road, Suite C  
Omaha, Nebraska 68144

**SANITARY AND IMPROVEMENT  
DISTRICT NO. 23 OF  
SARPY COUNTY, NEBRASKA**

**NOTICE**

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 23 of Sarpy County, Nebraska will be held at 6:30 P.M. on June 4, 2024 at Westmont Elementary, 13210 Glenn Street, Omaha, Nebraska, which meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for public inspection at 11440 West Center Road, Omaha, Nebraska and includes the payment of bills of the District and the consideration and passing or amending and passing the following Resolution, to-wit:

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 23 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to construct an improvement within the boundaries of the District, which improvement shall be designated as, 2024 Paving Reconstruction and shall be constructed as follows:

**2024 Paving Reconstruction**

The following is a description of work to be performed in the construction of the above project:

At various locations on the public streets within the boundary of Sanitary and Improvement District No. 23 of Sarpy County, Nebraska, remove 19,725 square yards of existing pavement and replace with 6-inch uniform depth PC Concrete Pavement and other appurtenances.

The above-described work is to include removing and replacing PC concrete pavement, repair of subgrade, adjusting manhole rings and covers to grade, sodding, and all other work necessary or incidental to the construction of 2024 Paving Reconstruction in accordance with the plans and specifications.

The outer boundaries of the areas which may become subject to special assessment for said improvement are proposed to be the same as the outer boundaries of Sanitary and Improvement District No. 23 of Sarpy County, Nebraska.

Plans and Specifications for said improvement have been prepared by Thompson, Dreesen & Company, 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 cost of said improvement, including engineering fees, legal fees, fiscal fees, interest and other miscellaneous costs, which estimate is in the sum of \$2,164,200.00.

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 benefited thereby. All special assessments which may be levied upon the properties specially benefited 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. 23 OF SARPY COUNTY, NEBRASKA**

By: Jeanine Glesmann, Chairwoman  
Mary McKenzie, Clerk

5/20, 5/27

ZHEZ

**THE DAILY RECORD  
OF OMAHA  
JASON W. HUFF, Publisher  
PROOF OF PUBLICATION**

UNITED STATES OF AMERICA.

The State of Nebraska,

District of Nebraska,

County of Douglas,

City of Omaha

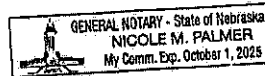
ss.

JASON W. HUFF and/or JOSIE CHARRON, being duly sworn, deposes and say that they are the PUBLISHER and/or MANAGING EDITOR of THE DAILY RECORD, of Omaha, a legal newspaper, printed and published daily in the English language, having a bona fide paid circulation in Douglas County in excess of 300 copies, and a general circulation in Sarpy, Lancaster, Cass and Dodge Counties, printed in Omaha, in said County of Douglas, Nebraska for more than fifty-two weeks last past; that the printed notice here-to attached was published in THE DAILY RECORD, of Omaha, for 2 consecutive weeks on:

5/20/24

5/27/24

That said Newspaper during that time was regularly published and in general circulation in the County of Douglas, and State of Nebraska.



Publisher's Fee

\$162.36

Additional Copies

\$

Filing Fee

\$

Total \$162.36

Subscribed in my presence and sworn to before me this MAY 27 2024

Notary Public in and for Douglas County, State of Nebraska

H. BH - SID #23 NTC - 2024 PAVING RECONSTRUCTION (SARPY)

FULLENKAMP JOBEUN JOHNSON & BELLER LLP  
11440 West Center Road, Suite C  
Omaha, Nebraska 68144

NOTICE TO CONTRACTORS

SANITARY AND IMPROVEMENT DISTRICT  
NO. 23 OF SARPY COUNTY, NEBRASKA

2024 PAVING RECONSTRUCTION  
WESTMONT

Sealed proposals will be received at the office of Thompson, Dreesen & Dorney, Inc., 10836 Old Mill Road, Omaha, Nebraska 68154, until 10:00 a.m. on the 2nd day of June, 2024, for the furnishing of all labor, materials, use of Contractor's equipment, plant, and all else necessary to construct properly all of the improvements within the improvement generally designated 2024 PAVING RECONSTRUCTION, WESTMONT within and for Sanitary and Improvement District No. 23 of Sarpy County, Nebraska.

At such hour, or as soon as practicable thereafter, the Board of Trustees of the District will proceed to open in the presence of all bidders and consider the bids received for the furnishing of such labor, materials, and equipment necessary for the proper construction of such improvements.

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

Item	Description	Approx. Quantities
1.	Remove Existing Pavement and Replace with 9" Uniform Thickness PCC Paving	19,750 S.Y.
2.	Remove and Replace Subgrade, if necessary	75 C.Y.
3.	Root and Seal Pavement Cracks	1,500 L.F.
4.	Remove Existing Sidewalk	80 S.F.
5.	Construct 5-inch Uniform Thickness PCC Sidewalk	80 S.F.
6.	Construct PC Concrete Curb Ramp with Detectable Inset	5 EA.
7.	and Maneuvering Landing, Complete in place	2,800 S.F.

The Engineer's estimate of the construction or other effectuation of all such improvements and work is \$1,803,500.00.

All work called for in the drawings and specifications shall be furnished in strict accordance with the drawings and specifications prepared by Thompson, Dreesen & Dorney, Inc., Engineers for the District, and now filed in the office of the Clerk of the District, and this will be received only upon the proposal form furnished through the Engineer for the District.

Each bid must be accompanied in a SEPARATE SEALED ENVELOPE by a certified check drawn on a bank whose deposits are insured by the Federal Deposit Insurance Corporation in the amount of \$90,175.00, payable without condition to the Treasurer, Sanitary and Improvement District No. 23 of Sarpy County, Nebraska, or a bid bond for a like amount as evidence of good faith of the bidder and as agreed upon liquidated damages to the District in the event the bidder whose proposal is accepted by the Board of Trustees of the District fails to enter into contract within ten (10) days after Notice of Award and furnish acceptable bond to complete the work and pay for all labor done and materials used, such bond to be in the amount of 100% of the total bid price.

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

Drawings, Specifications, and Contract Documents may be examined at the office of the Clerk of the District, and may be procured from the office of the Engineer, Thompson, Dreesen & Dorney, Inc., 10836 Old Mill Road, Omaha, Nebraska 68154, upon the payment of \$25.00, of which no part will be refunded.

Sanitary and Improvement District No. 23 of Sarpy County, Nebraska reserves the right to waive informalities and to reject all or any bids.

SANITARY AND IMPROVEMENT DISTRICT  
NO. 23 OF SARPY COUNTY, NEBRASKA

By: Mary McMahon, Clerk

ZNEZ

5/13, 5/20, 5/27

THE DAILY RECORD  
OF OMAHA  
JASON W. HUFF, Publisher  
PROOF OF PUBLICATION

UNITED STATES OF AMERICA,

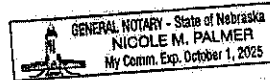
The State of Nebraska,  
District of Nebraska,  
County of Douglas,  
City of Omaha

ss.

JASON W. HUFF and/or JOSIE CHARRON, being duly sworn, deposes and say that they are the PUBLISHER and/or MANAGING EDITOR of THE DAILY RECORD, of Omaha, a legal newspaper, printed and published daily in the English language, having a bona fide paid circulation in Douglas County in excess of 300 copies, and a general circulation in Sarpy, Lancaster, Cass and Dodge Counties, printed in Omaha, in said County of Douglas, Nebraska for more than fifty-two weeks last past; that the printed notice here-to attached was published in THE DAILY RECORD, of Omaha, for 3 consecutive weeks on:

5/13/24 5/20/24 5/27/24

That said Newspaper during that time was regularly published and in general circulation in the County of Douglas, and State of Nebraska.



Publisher's Fee \$258.55

Additional Copies \$

Filing Fee \$

Total \$258.55

Subscribed in my presence and sworn to before me this MAY 27 2024

Notary Public in and for Douglas County, State of Nebraska

ACKNOWLEDGMENT OF RECEIPT OF  
NOTICE OF MEETING

The undersigned Trustees of Sanitary and Improvement District No. 23 of Sarpy County, Nebraska do hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said District and the agenda for such meeting held at 6:30 p.m. on June 4, 2024, at Westmont Elementary School, 13210 Glenn St, Omaha, Nebraska:

DATED:

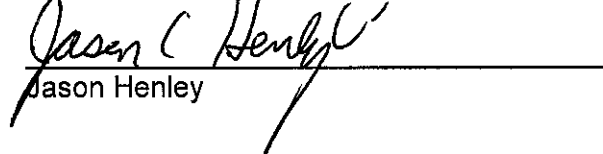
JUNE 4, 2024

  
Jeannine Glesmann, Chairwoman

  
Mary McNamara, Clerk

Paula Ann Bidrowsky

  
Patricia Drummond

  
Jason Henley

# Snapshot Report

SID NO. 23 - WESTMONT

As of May 31, 2024



<u>VALUATION</u>		<u>VALUE</u>	<u>NET DEBT TO VALUE</u>
2022		\$69,680,979.00	
2023		\$77,264,821.00	
2024	Preliminary	\$85,789,730.00	1.94%

## CASH AND INVESTMENTS AS OF 04/30/2024

	<u>GENERAL FUND</u>	<u>BOND FUND</u>
CASH	\$358,989.36	\$288,561.57
INVESTMENTS	\$0.00	\$0.00
TOTAL CASH AND INVESTMENTS	\$358,989.36	\$288,561.57

## SPECIAL ASSESSMENTS

<u>DATE OF LEVY</u>	<u>LEVIED</u>	<u>BALANCE</u>
	\$0.00	\$0.00
	\$0.00	\$0.00

## BONDS OUTSTANDING

<u>DATE OF ISSUE</u>	<u>ISSUE AMOUNT</u>	<u>BALANCE</u>	<u>FISCAL YEAR DEBT SERVICE</u>
02/16/2022	\$2,040,000.00	\$1,955,000.00	\$127,638.75
	\$2,040,000.00	\$1,955,000.00	\$127,638.75

## WARRANTS OUTSTANDING

<u>GENERAL FUND</u>	<u>BOND FUND</u>
\$0.00	\$0.00
\$0.00	\$0.00

## LEVY (FISCAL YEAR 2022 - 2023)

	<u>RATE PER \$100</u>	<u>NET TAX REVS</u>
BOND FUND	\$0.2400	\$163,889.66
GENERAL FUND	\$0.4000	\$273,149.44
TOTAL LEVY	\$0.6400	

## LEVY (FISCAL YEAR 2023 - 2024)

	<u>RATE PER \$100</u>	<u>NET TAX REVS</u>
BOND FUND	\$0.2100	\$159,011.00
GENERAL FUND	\$0.4000	\$302,878.10
TOTAL LEVY	\$0.6100	

## Sources and Uses of Funds

SID NO. 23 - WESTMONT

July 1 2023 to June 30 2024



CASH AND INVESTMENTS BEGINNING OF PERIOD	<u>GENERAL FUND</u>	<u>BOND FUND</u>
CASH	\$311,330.99	\$395,859.20
INVESTMENTS	\$0.00	\$0.00
TOTAL CASH AND INVESTMENTS	<u>\$311,330.99</u>	<u>\$395,859.20</u>
SOURCES OF FUNDS		
2022 PERSONAL PROPERTY TAX	\$8.97	\$5.38
2023 PERSONAL PROPERTY TAX	\$238.95	\$125.44
2022 REAL ESTATE TAX	\$106,746.96	\$64,048.26
2023 REAL ESTATE TAX	\$143,838.77	\$75,515.42
HOMESTEAD EXEMP ALLOCATION	\$12,779.75	\$6,899.07
REAL ESTATE TAX CREDIT	\$17,126.96	\$8,991.67
MOTOR VEHICLE PRO RATE	\$452.41	\$252.94
USE FEES	\$155,452.56	\$0.00
MISCELLANEOUS REVENUE	\$20,968.56	\$0.00
TOTAL SOURCES OF FUNDS	<u>\$457,613.89</u>	<u>\$155,838.18</u>
USES OF FUNDS		
DISBURSEMENTS	<u>(\$409,955.52)</u>	<u>(\$263,135.81)</u>
TOTAL USES OF FUNDS	<u>(\$409,955.52)</u>	<u>(\$263,135.81)</u>
CHANGE IN CASH AND INVESTMENTS	\$47,658.37	(\$107,297.63)
CASH AND INVESTMENTS END OF PERIOD	<u>\$358,989.36</u>	<u>\$288,561.57</u>

# Statement of Activities

SID NO. 23 - WESTMONT

July 2023 to June 2024



	Current Year July 2023 to June 2024	
	GENERAL FUND	BOND FUND
REVENUES		
2022 PERSONAL PROPERTY TAX	\$8.97	\$5.38
2023 PERSONAL PROPERTY TAX	\$238.95	\$125.44
2022 REAL ESTATE TAX	\$106,746.96	\$64,048.26
2023 REAL ESTATE TAX	\$143,838.77	\$75,515.42
HOMESTEAD EXEMP ALLOCATION	\$12,779.75	\$6,899.07
REAL ESTATE TAX CREDIT	\$17,126.96	\$8,991.67
MOTOR VEHICLE PRO RATE	\$452.41	\$252.94
USE FEES	\$155,452.56	\$0.00
MISCELLANEOUS REVENUE	\$20,968.56	\$0.00
TOTAL REVENUES	<u>\$457,613.89</u>	<u>\$155,838.18</u>
EXPENDITURES		
ACCOUNTING - BOOKKEEPING	\$38,560.80	\$0.00
CHAIRMAN - CLERK FEES	\$2,590.87	\$0.00
CLERK WITHHOLDINGS	\$84.15	\$0.00
DISSEMINATION AGENT FEES	\$275.00	\$0.00
ENGINEERING	\$13,671.50	\$26,111.10
GREEN AREA MAINTENANCE	\$36,871.44	\$0.00
INSURANCE	\$13,276.00	\$0.00
LEGAL EXPENSES - SID ATTORNEY	\$19,000.00	\$5,208.86
LIFT STATION	\$8,290.00	\$0.00
MAINTENANCE: FLAGS	\$147.00	\$0.00
MAINTENANCE: HYDRANT	\$1,240.00	\$0.00
MAINTENANCE: SANITARY SEWER	\$1,532.00	\$0.00
MAINTENANCE: TREES	\$5,100.00	\$0.00
MAINTENANCE: WATER MAIN	\$8,992.82	\$0.00
MISC. EXPENSES	\$50.00	\$0.00
PARK MAINTENANCE	\$10,405.97	\$0.00
PAYING AGENT & REGISTRAR FEES	\$588.24	\$0.00
REIMBURSEMENT	\$7,920.12	\$0.00
REIMBURSEMENT: TRASH	\$549.97	\$0.00
SANITARY SEWER (INTERNAL)	\$0.00	\$104,177.10
SIGNS - SIGN REPAIR	\$2,304.62	\$0.00
TELECOMMUNICATIONS	\$600.00	\$0.00
UTILITIES EXPENSE: ELECTRICAL	\$27,082.88	\$0.00
UTILITIES EXPENSE: SEWAGE	\$111,891.30	\$0.00
WATER METERS	\$5,129.93	\$0.00
WATER SERVICES	\$81,438.47	\$0.00
WATER WELL	\$52,932.72	\$0.00
TOTAL EXPENDITURES	<u>\$450,525.80</u>	<u>\$135,497.06</u>
REVENUES OVER EXPENDITURES (EXPENDITURES OVER REVENUES)	<u>\$7,088.09</u>	<u>\$20,341.12</u>

Note: Statement of Activities does not reflect the bond payments nor interest on warrant redemptions.

# Statement of Activities

SID NO. 23 - WESTMONT

July 2022 to June 2023



	Previous Year July 2022 to June 2023		Previous Year July 2021 to June 2022	
	GENERAL FUND	BOND FUND	GENERAL FUND	BOND FUND
REVENUES				
2021 PERSONAL PROPERTY TAX	\$14.23	\$8.54	\$73.63	\$44.19
2022 PERSONAL PROPERTY TAX	\$102.98	\$61.78	\$0.00	\$0.00
2022 PERSONAL PROPERTY TAX	\$7.30	\$4.38	\$0.00	\$0.00
2019 REAL ESTATE TAX	\$20.83	\$4.72	\$0.00	\$0.00
2021 REAL ESTATE TAX	\$900.90	\$540.54	\$0.00	\$0.00
2021 REAL ESTATE TAX	\$93,848.42	\$56,309.13	\$125,464.68	\$75,286.59
2022 REAL ESTATE TAX	\$124,492.17	\$74,695.35	\$0.00	\$0.00
2022 REAL ESTATE TAX	\$13,009.96	\$7,805.98	\$0.00	\$0.00
HOMESTEAD EXEMP ALLOCATION	\$7,657.02	\$4,594.20	\$0.00	\$0.00
HOMESTEAD EXEMP ALLOCATION	\$7,617.36	\$4,570.40	\$14,397.65	\$7,913.29
REAL ESTATE TAX CREDIT	\$13,991.74	\$8,395.04	\$0.00	\$0.00
MOTOR VEHICLE PRO RATE	\$452.18	\$271.31	\$0.00	\$0.00
MOTOR VEHICLE PRO RATE	\$142.64	\$85.58	\$577.60	\$267.39
USE FEES	\$76,500.91	\$0.00	\$0.00	\$0.00
USE FEES	\$130,973.74	\$0.00	\$156,158.31	\$0.00
MISCELLANEOUS REVENUE	\$3,511.78	\$0.00	\$0.00	\$0.00
MISCELLANEOUS REVENUE	\$9,452.92	\$0.00	\$54,742.70	\$0.00
INTERFUND TRANSFER	\$5,081.19	\$0.00	\$0.00	\$0.00
TOTAL REVENUES	\$487,778.27	\$157,346.95	\$458,383.85	\$110,248.25
EXPENDITURES				
Accounting - Bookkeeping	\$37,128.32	\$0.00	\$35,870.40	\$0.00
Bond Counsel	\$0.00	\$2,190.77	\$0.00	\$0.00
Chairman - Clerk Fees	\$1,888.05	\$0.00	\$1,615.56	\$0.00
Clerk Withholdings	\$91.80	\$0.00	\$122.40	\$0.00
Dissemination Agent Fees	\$275.00	\$0.00	\$0.00	\$525.00
Engineering	\$14,112.10	\$138.40	\$6,865.77	\$58,751.95
Environmental Testing	\$0.00	\$0.00	\$395.00	\$0.00
Fence - Fence Maintenance	\$0.00	\$0.00	\$20,800.00	\$0.00
Financial Advisory Fees	\$0.00	\$9,000.00	\$9,000.00	\$0.00
Green Area Maintenance	\$27,520.17	\$0.00	\$25,042.26	\$0.00
Insurance	\$11,333.00	\$0.00	\$9,875.00	\$0.00
Irrigation - Irrigation Repairs	\$0.00	\$0.00	\$1,269.61	\$0.00
Legal Expenses - SID Attorney	\$29,728.86	\$0.00	\$23,610.11	\$33,807.94
Lift Station	\$11,710.89	\$0.00	\$42,440.94	\$0.00
Maintenance: Sanitary Sewer	\$0.00	\$0.00	\$1,502.50	\$0.00
Maintenance: Trees	\$0.00	\$0.00	\$500.00	\$0.00
Maintenance: Water Main	\$14,786.47	\$0.00	\$4,880.24	\$0.00
Misc. Expenses	\$608.62	\$0.00	\$130.71	\$0.00
Paving (Internal)	\$0.00	\$0.00	\$0.00	\$965,941.06
Paving Repairs	\$9,710.81	\$0.00	\$915.00	\$0.00
Paving Agent & Registrar Fees	\$1,000.00	\$160.42	\$0.00	\$2,000.00
PROPERTY TAX COMMISSION	\$0.00	\$0.00	\$1,840.07	\$379.63
Reimbursement	\$237.00	\$0.00	\$106.77	\$0.00
Sanitary Sewer (Internal)	\$0.00	\$0.00	\$0.00	\$16,520.85
SID Property Maintenance	\$372.79	\$0.00	\$0.00	\$0.00
Storm Sewer Maintenance	\$0.00	\$0.00	\$550.00	\$0.00
Street Cleaning	\$1,100.00	\$0.00	\$950.00	\$0.00

## **Statement of Activities**

SID NO. 23 - WESTMONT

July 2022 to June 2023



	<u>Previous Year July 2022 to June 2023</u>		<u>Previous Year July 2021 to June 2022</u>	
	GENERAL FUND	BOND FUND	GENERAL FUND	BOND FUND
Telecommunications	\$0.00	\$0.00	\$600.00	\$0.00
Trash Removal	\$0.00	\$0.00	\$3,931.00	\$0.00
Underwriting Fees	\$0.00	\$0.00	\$0.00	\$21,296.60
Utilities Expense: Electrical	\$29,155.09	\$0.00	\$30,266.73	\$0.00
Utilities Expense: Sewage	\$134,482.73	\$0.00	\$127,557.88	\$0.00
Utilities Expense: Water, Gas.	\$256.85	\$0.00	\$0.00	\$0.00
Warrant Structuring Fees	\$0.00	\$0.00	\$0.00	\$25,970.61
Water Billing Services	\$600.00	\$0.00	\$209.37	\$0.00
Water Services	\$61,806.45	\$0.00	\$63,428.31	\$0.00
Water Well	\$2,634.16	\$0.00	\$2,163.00	\$0.00
TOTAL EXPENDITURES	<u>\$390,539.16</u>	<u>\$11,489.59</u>	<u>\$416,438.63</u>	<u>\$1,125,193.64</u>
REVENUES OVER EXPENDITURES				
(EXPENDITURES OVER REVENUES)	<u>\$97,239.11</u>	<u>\$145,857.36</u>	<u>\$41,945.22</u>	<u>(\$1,014,945.39)</u>

Note: Statement of Activities does not reflect the bond payments nor interest on warrant redemptions.

## Warrant Issuance Report (By Category)

SID No. 23 - WESTMONT

July 1, 2023 - June 30, 2024



### ACCOUNTING - BOOKKEEPING

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11529	07/06/2023	Professional Accounting	\$1,945.33	\$1,945.33	100 %
GF	11530	07/06/2023	June Jordening	\$704.67	\$704.67	100 %
GF	11544	08/01/2023	June Jordening	\$749.67	\$749.67	100 %
GF	11549	09/05/2023	Lengemann & Associates	\$7,100.00	\$7,100.00	100 %
GF	11561	09/05/2023	Professional Accounting	\$5,535.30	\$5,535.30	100 %
GF	11571	10/03/2023	June Jordening	\$704.67	\$704.67	100 %
GF	11583	11/07/2023	June Jordening	\$702.05	\$702.05	100 %
GF	11588	11/07/2023	Professional Accounting	\$1,845.10	\$1,845.10	100 %
GF	11592	12/05/2023	June Jordening	\$1,307.29	\$1,307.29	100 %
GF	11597	12/05/2023	Professional Accounting	\$1,845.10	\$1,845.10	100 %
GF	11603	01/02/2024	June Jordening	\$1,304.67	\$1,304.67	100 %
GF	11608	01/02/2024	Professional Accounting	\$1,845.10	\$1,845.10	100 %
GF	11615	02/06/2024	June Jordening	\$1,326.07	\$1,326.07	100 %
GF	11621	02/06/2024	Professional Accounting	\$2,045.10	\$2,045.10	100 %
GF	11631	03/05/2024	June Jordening	\$1,372.67	\$1,372.67	100 %
GF	11636	03/05/2024	Professional Accounting	\$1,845.10	\$1,845.10	100 %
GF	11641	04/02/2024	June Jordening	\$1,342.67	\$1,342.67	100 %
GF	11646	04/02/2024	Professional Accounting	\$1,845.10	\$1,845.10	100 %
GF	11654	05/07/2024	June Jordening	\$1,350.04	\$1,795.56	75 %
GF	11659	05/07/2024	Professional Accounting	\$1,845.10	\$1,845.10	100 %
				<b>\$38,560.80</b>		

### CHAIRMAN - CLERK FEES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11527	07/06/2023	Bob Burbee	\$92.35	\$130.59	71 %
GF	11542	08/01/2023	Bob Burbee	\$92.35	\$142.35	65 %
GF	11554	09/05/2023	Bob Burbee	\$92.35	\$92.35	100 %
GF	11556	09/05/2023	Jason Henley	\$165.00	\$165.00	100 %
GF	11557	09/05/2023	Paula Ann Bidrowsky	\$135.00	\$135.00	100 %
GF	11558	09/05/2023	Jeannine Glesmann	\$180.00	\$180.00	100 %
GF	11559	09/05/2023	Neal Norney	\$165.00	\$165.00	100 %
GF	11572	10/03/2023	Bob Burbee	\$1,022.37	\$1,022.37	100 %
GF	11584	11/07/2023	Mary McNamara	\$92.35	\$130.87	71 %
GF	11593	12/05/2023	Mary McNamara	\$92.35	\$92.35	100 %
GF	11604	01/02/2024	Mary McNamara	\$92.35	\$92.35	100 %
GF	11616	02/06/2024	Mary McNamara	\$92.35	\$92.35	100 %
GF	11632	03/05/2024	Mary McNamara	\$92.35	\$92.35	100 %

## Warrant Issuance Report (By Category)

SID No. 23 - WESTMONT

July 1, 2023 - June 30, 2024



### CHAIRMAN - CLERK FEES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11642	04/02/2024	Mary McNamara	\$92.35	\$92.35	100 %
GF	11655	05/07/2024	Mary McNamara	\$92.35	\$143.70	64 %
				<b>\$2,590.87</b>		

### CLERK WITHHOLDINGS

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11528	07/06/2023	Fullenkamp, Jobeun, Johnson & Beller Trust Acct.	\$7.65	\$7.65	100 %
GF	11543	08/01/2023	Fullenkamp, Jobeun, Johnson & Beller Trust Acct.	\$7.65	\$7.65	100 %
GF	11555	09/05/2023	Fullenkamp, Jobeun, Johnson & Beller Trust Acct.	\$7.65	\$7.65	100 %
GF	11573	10/03/2023	Fullenkamp, Jobeun, Johnson & Beller Trust Acct.	\$7.65	\$7.65	100 %
GF	11585	11/07/2023	Fullenkamp, Jobeun, Johnson & Beller Trust Acct.	\$7.65	\$7.65	100 %
GF	11594	12/05/2023	Fullenkamp, Jobeun, Johnson & Beller Trust Acct.	\$7.65	\$7.65	100 %
GF	11605	01/02/2024	Fullenkamp, Jobeun, Johnson & Beller Trust Acct.	\$7.65	\$7.65	100 %
GF	11617	02/06/2024	Fullenkamp, Jobeun, Johnson & Beller Trust Acct.	\$7.65	\$7.65	100 %
GF	11633	03/05/2024	Fullenkamp, Jobeun, Johnson & Beller Trust Acct.	\$7.65	\$7.65	100 %
GF	11643	04/02/2024	Fullenkamp, Jobeun, Johnson & Beller Trust Acct.	\$7.65	\$7.65	100 %
GF	11656	05/07/2024	Fullenkamp, Jobeun, Johnson & Beller Trust Acct.	\$7.65	\$7.65	100 %
				<b>\$84.15</b>		

### DISSEMINATION AGENT FEES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11630	03/05/2024	SID Services LLC	\$275.00	\$275.00	100 %
				<b>\$275.00</b>		

### ENGINEERING

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	11623	03/05/2024	Thompson Dreessen & Dörner	\$26,111.10	\$26,111.10	100 %
GF	11520	07/06/2023	Thompson Dreessen & Dörner	\$2,795.00	\$2,795.00	100 %
GF	11547	09/05/2023	Thompson Dreessen & Dörner	\$4,255.00	\$4,255.00	100 %
GF	11576	11/07/2023	Thompson Dreessen & Dörner	\$2,882.00	\$2,882.00	100 %
GF	11590	12/05/2023	Thompson Dreessen & Dörner	\$511.00	\$511.00	100 %
GF	11613	02/06/2024	Thompson Dreessen & Dörner	\$1,025.00	\$1,025.00	100 %
GF	11625	03/05/2024	Thompson Dreessen & Dörner	\$1,526.00	\$1,526.00	100 %
GF	11648	05/07/2024	Thompson Dreessen & Dörner	\$677.50	\$677.50	100 %
				<b>\$39,782.60</b>		

## Warrant Issuance Report (By Category)

SID No. 23 - WESTMONT

July 1, 2023 - June 30, 2024



### GREEN AREA MAINTENANCE

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11523	07/06/2023	AmeriLawn	\$2,025.00	\$2,025.00	100 %
GF	11535	08/01/2023	AmeriLawn	\$2,700.00	\$2,700.00	100 %
GF	11548	09/05/2023	AmeriLawn	\$4,350.00	\$4,350.00	100 %
GF	11553	09/05/2023	June Jordening	\$847.17	\$847.17	100 %
GF	11565	10/03/2023	AmeriLawn	\$2,025.00	\$2,025.00	100 %
GF	11577	11/07/2023	AmeriLawn	\$3,675.00	\$3,675.00	100 %
GF	11591	12/05/2023	AmeriLawn	\$1,285.00	\$1,285.00	100 %
GF	11627	03/05/2024	AmeriLawn	\$1,410.00	\$1,410.00	100 %
GF	11639	04/02/2024	AmeriLawn	\$1,860.00	\$1,860.00	100 %
GF	11650	05/07/2024	AmeriLawn	\$3,473.75	\$3,473.75	100 %
GF	11651	05/07/2024	J & M Trees	\$2,800.00	\$2,800.00	100 %
GF	11652	05/07/2024	Tree Services of Omaha	\$9,975.00	\$9,975.00	100 %
GF	11654	05/07/2024	June Jordening	\$445.52	\$1,795.56	25 %
				<b>\$36,871.44</b>		

### INSURANCE

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11567	10/01/2023	L.A.R.M.	\$13,276.00	\$13,276.00	100 %
				<b>\$13,276.00</b>		

### LEGAL EXPENSES - SID ATTORNEY

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	11611	02/06/2024	Fullenkamp, Jobeun, Johnson & Beller LLP	\$5,208.86	\$5,208.86	100 %
GF	11551	09/05/2023	Fullenkamp, Jobeun, Johnson & Beller LLP	\$19,000.00	\$26,648.26	71 %
				<b>\$24,208.86</b>		

### LIFT STATION

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11532	07/06/2023	G.F. Pesek	\$1,060.00	\$1,060.00	100 %
GF	11587	11/07/2023	G.F. Pesek	\$2,240.00	\$2,240.00	100 %
GF	11596	12/05/2023	G.F. Pesek	\$2,150.00	\$2,150.00	100 %
GF	11607	01/07/2024	G.F. Pesek	\$530.00	\$530.00	100 %
GF	11620	02/06/2024	G.F. Pesek	\$350.00	\$350.00	100 %
GF	11634	03/05/2024	G.F. Pesek	\$360.00	\$360.00	100 %
GF	11635	03/05/2024	G.F. Pesek	\$360.00	\$360.00	100 %
GF	11645	04/02/2024	G.F. Pesek	\$530.00	\$530.00	100 %

## Warrant Issuance Report (By Category)

SID No. 23 - WESTMONT

July 1, 2023 - June 30, 2024



### LIFT STATION

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11658	05/07/2024	G.F. Pesek	\$710.00	\$710.00	100 %
				<b>\$8,290.00</b>		

### MAINTENANCE: FLAGS

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11522	07/06/2023	A-1 Flags, Poles & Repairs	\$147.00	\$147.00	100 %
				<b>\$147.00</b>		

### MAINTENANCE: HYDRANT

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11560	09/05/2023	G.F. Pesek	\$1,240.00	\$1,240.00	100 %
				<b>\$1,240.00</b>		

### MAINTENANCE: SANITARY SEWER

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11539	08/01/2023	Trekk Design Group	\$1,532.00	\$1,532.00	100 %
				<b>\$1,532.00</b>		

### MAINTENANCE: TREES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11570	10/03/2023	J & M Trees	\$5,100.00	\$5,100.00	100 %
				<b>\$5,100.00</b>		

### MAINTENANCE: WATER MAIN

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11638	04/02/2024	Kersten Construction	\$3,905.59	\$3,905.59	100 %
GF	11649	05/07/2024	Kersten Construction	\$5,087.23	\$5,087.23	100 %
				<b>\$8,992.82</b>		

### MISC. EXPENSES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11542	07/01/2023	Bob Burbee	\$50.00	\$142.35	35 %
				<b>\$50.00</b>		

## Warrant Issuance Report (By Category)

SID No. 23 - WESTMONT

July 1, 2023 - June 30, 2024



### PARK MAINTENANCE

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11540	08/01/2023	Crouch Recreation, Inc.	\$2,776.90	\$2,776.90	100 %
GF	11541	08/01/2023	J & M Trees	\$2,100.00	\$2,100.00	100 %
GF	11563	09/05/2023	Park Service LLC	\$4,980.47	\$4,980.47	100 %
GF	11578	11/07/2023	Churchich Recreation	\$548.60	\$548.60	100 %
				<b>\$10,405.97</b>		

### PAYING AGENT & REGISTRAR FEES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11526	07/06/2023	UMB Bank NA	\$550.00	\$550.00	100 %
GF	11527	07/06/2023	Bob Burbee	\$38.24	\$130.59	29 %
				<b>\$588.24</b>		

### REIMBURSEMENT

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11551	09/05/2023	Fullenkamp, Jobeun, Johnson & Beller LLP	\$7,648.26	\$26,648.26	29 %
GF	11584	11/07/2023	Mary McNamara	\$38.52	\$130.87	29 %
GF	11629	03/05/2024	Jeanne D. Knox	\$181.99	\$181.99	100 %
GF	11655	05/07/2024	Mary McNamara	\$51.35	\$143.70	36 %
				<b>\$7,920.12</b>		

### REIMBURSEMENT: TRASH

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11579	11/07/2023	Jason Henley	\$549.97	\$549.97	100 %
				<b>\$549.97</b>		

### SANITARY SEWER (INTERNAL)

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	11610	02/06/2024	Sarpy County	\$104,177.10	\$104,177.10	100 %
				<b>\$104,177.10</b>		

### SIGNS - SIGN REPAIR

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11538	08/01/2023	Barco Municipal Products	\$2,304.62	\$2,304.62	100 %
				<b>\$2,304.62</b>		

## Warrant Issuance Report (By Category)

SID No. 23 - WESTMONT

July 1, 2023 - June 30, 2024



### TELECOMMUNICATIONS

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11601	01/02/2024	Redline Data Systems	\$600.00	\$600.00	100 %
				<b>\$600.00</b>		

### UTILITIES EXPENSE: ELECTRICAL

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11519	07/06/2023	Omaha Public Power District	\$2,559.87	\$2,559.87	100 %
GF	11534	08/01/2023	Omaha Public Power District	\$2,427.06	\$2,427.06	100 %
GF	11546	09/05/2023	Omaha Public Power District	\$2,715.77	\$2,715.77	100 %
GF	11564	10/03/2023	Omaha Public Power District	\$2,200.37	\$2,200.37	100 %
GF	11575	11/07/2023	Omaha Public Power District	\$2,105.75	\$2,105.75	100 %
GF	11589	12/05/2023	Omaha Public Power District	\$2,285.00	\$2,285.00	100 %
GF	11600	01/02/2024	Omaha Public Power District	\$2,443.31	\$2,443.31	100 %
GF	11612	02/06/2024	Omaha Public Power District	\$2,580.93	\$2,580.93	100 %
GF	11624	03/05/2024	Omaha Public Power District	\$2,513.09	\$2,513.09	100 %
GF	11637	04/02/2024	Omaha Public Power District	\$2,696.57	\$2,696.57	100 %
GF	11647	05/07/2024	Omaha Public Power District	\$2,555.16	\$2,555.16	100 %
				<b>\$27,082.88</b>		

### UTILITIES EXPENSE: SEWAGE

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11524	07/06/2023	City of Omaha	\$874.02	\$874.02	100 %
GF	11525	07/06/2023	Sarpy County	\$10,836.26	\$10,836.26	100 %
GF	11536	08/01/2023	City of Omaha	\$304.29	\$304.29	100 %
GF	11537	08/01/2023	Sarpy County	\$10,499.40	\$10,499.40	100 %
GF	11552	09/05/2023	Sarpy County	\$10,955.38	\$10,955.38	100 %
GF	11569	10/03/2023	City of Omaha	\$347.01	\$347.01	100 %
GF	11581	11/07/2023	Sarpy County	\$21,420.17	\$21,420.17	100 %
GF	11582	11/07/2023	City of Omaha	\$321.56	\$321.56	100 %
GF	11598	12/05/2023	Sarpy County	\$10,275.27	\$10,275.27	100 %
GF	11602	01/02/2024	Sarpy County	\$10,690.62	\$10,690.62	100 %
GF	11609	01/02/2024	City of Omaha	\$308.66	\$308.66	100 %
GF	11614	02/06/2024	Sarpy County	\$10,616.26	\$10,616.26	100 %
GF	11622	02/06/2024	City of Omaha	\$588.43	\$588.43	100 %
GF	11626	03/05/2024	Sarpy County	\$12,355.72	\$12,355.72	100 %
GF	11628	03/05/2024	City of Omaha	\$283.90	\$283.90	100 %
GF	11640	04/02/2024	City of Omaha	\$626.08	\$626.08	100 %
GF	11660	05/07/2024	Sarpy County	\$10,588.27	\$10,588.27	100 %

## Warrant Issuance Report (By Category)

SID No. 23 - WESTMONT

July 1, 2023 - June 30, 2024



### UTILITIES EXPENSE: SEWAGE

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
				\$111,891.30		

### WATER METERS

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11653	05/07/2024	Layne Christensen Company	\$5,129.93	\$5,129.93	100 %
				\$5,129.93		

### WATER SERVICES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11521	07/06/2023	Liquid Engineering Corp.	\$2,000.00	\$2,000.00	100 %
GF	11531	07/06/2023	Quinn Services	\$5,153.57	\$5,153.57	100 %
GF	11545	08/01/2023	Quinn Services	\$6,303.13	\$6,303.13	100 %
GF	11550	09/05/2023	Kildow Construction	\$14,000.00	\$14,000.00	100 %
GF	11562	09/05/2023	Quinn Services	\$6,107.50	\$6,107.50	100 %
GF	11566	10/03/2023	Kildow Construction	\$14,000.00	\$14,000.00	100 %
GF	11574	10/03/2023	Quinn Services	\$7,434.81	\$7,434.81	100 %
GF	11586	11/07/2023	Quinn Services	\$5,935.00	\$5,935.00	100 %
GF	11595	12/05/2023	Quinn Services	\$4,151.46	\$4,151.46	100 %
GF	11606	01/02/2024	Quinn Services	\$3,688.67	\$3,688.67	100 %
GF	11619	02/06/2024	Quinn Services	\$3,862.23	\$3,862.23	100 %
GF	11644	04/02/2024	Quinn Services	\$3,747.75	\$3,747.75	100 %
GF	11657	05/07/2024	Quinn Services	\$5,054.35	\$5,054.35	100 %
				\$81,438.47		

### WATER WELL

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	11568	10/03/2023	Electric Company of Omaha	\$1,688.07	\$1,688.07	100 %
GF	11580	11/07/2023	Layne Christensen Company	\$41,880.00	\$41,880.00	100 %
GF	11599	12/05/2023	Electric Company of Omaha	\$2,114.65	\$2,114.65	100 %
GF	11618	02/06/2024	402 Outdoor Creations	\$7,250.00	\$7,250.00	100 %
				\$52,932.72		

TOTAL FOR WESTMONT \$586,022.86

Return to:

Fullenkamp Jobeun et. al.  
Attn: Larry Jobeun  
11440 W. Center Road, Ste. C  
Omaha, NE 68144

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**DEDICATION FOR STREET RIGHT OF WAY PURPOSES**

**DEDICATION:** KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned, **Sanitary and Improvement District No. 23 of Sarpy County, Nebraska**, *a political subdivision of the State of Nebraska* ("Grantor") being the lawful owner of the legally described real property referenced on Exhibit A attached hereto (the "Property"); hereby dedicates the public, generally, for street right-of-way purposes, that portion of the Property more particularly described as follows (the "ROW Dedication Property"):

See Exhibit "A" attached hereto.

SUBJECT TO all existing covenants, restrictions and easements of record and any existing conditions which an accurate survey of the ROW Dedication Property may reveal.

*{Remainder of page intentionally left blank; signature on following pages}*

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this  
4th day of June, 2024.

GRANTOR:

SANITARY AND IMPROVEMENT DISTRICT  
NO. 23 OF SARPY COUNTY, NEBRASKA, a  
political subdivision of the State of Nebraska

Jeannine Glesmann  
Jeannine Glesmann, Chairwoman of the District

ATTEST:

Mary C. McNamara  
Mary McNamara, Clerk of the District

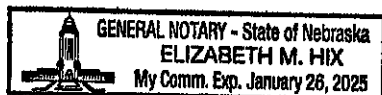
ACKNOWLEDGEMENT

STATE OF NEBRASKA )  
COUNTY OF SARPY ) SS

On this 4th day of June, 2024, before me, a Notary Public in and for said County, personally came Jeannine Glesmann on behalf of Sanitary and Improvement District No. 23 of Sarpy County, Nebraska, known to me to be the Chairwoman of the District, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her respective voluntary act and deed as such Chairwoman and the voluntary act and deed of said District.

WITNESS my hand and Notarial Seal the day and year last above written.

[Seal]



Elizabeth M. Hix  
NOTARY PUBLIC

ACKNOWLEDGEMENT

STATE OF NEBRASKA )  
COUNTY OF SARPY ) SS

On this 4th day of June, 2024, before me, a Notary Public in and for said County, personally came Mary McNamara on behalf of Sanitary and Improvement District No. 23 of Sarpy County, Nebraska, known to me to be the Clerk of the District, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her respective voluntary act and deed as such Clerk and the voluntary act and deed of said District.

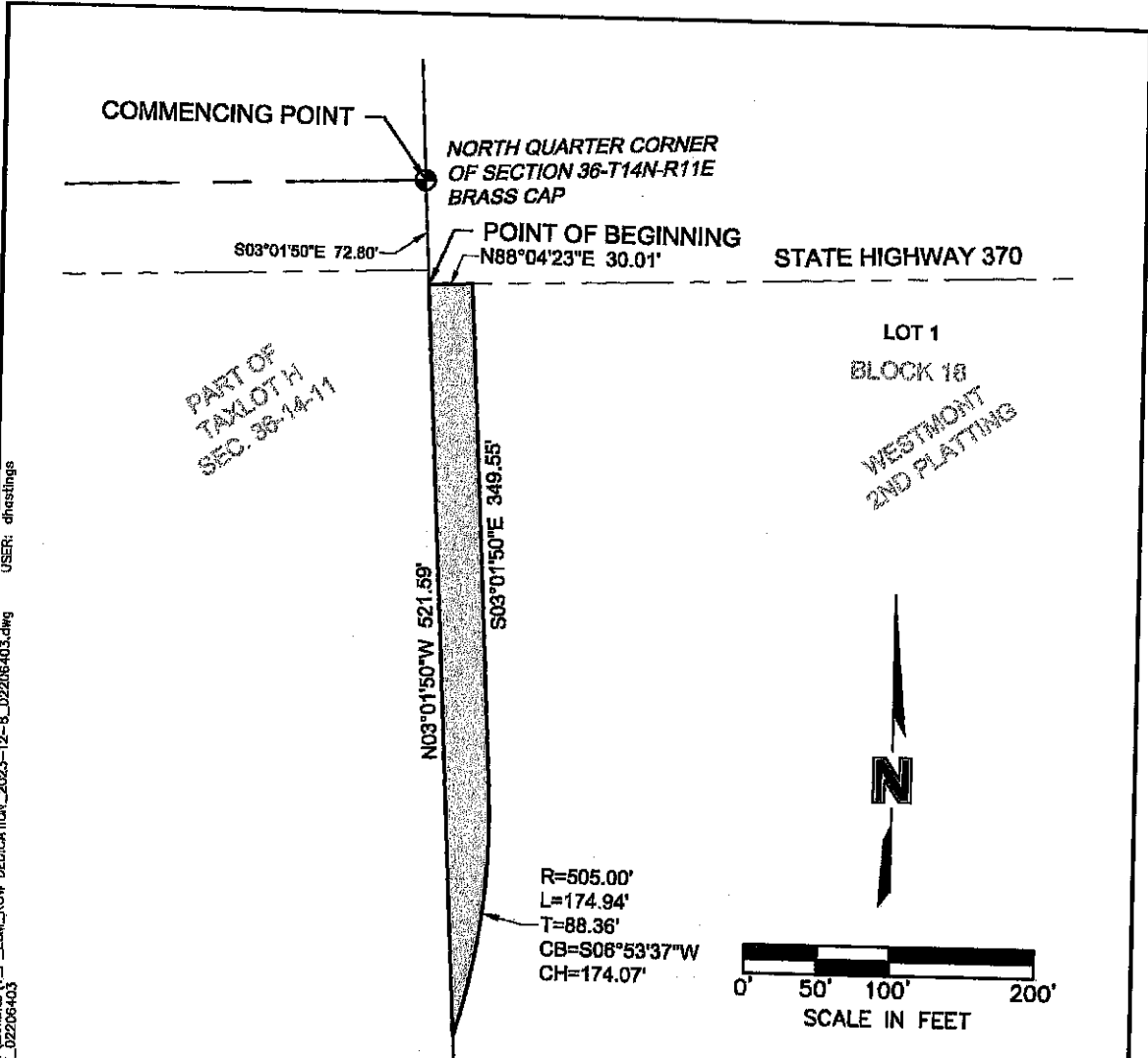
WITNESS my hand and Notarial Seal the day and year last above written.

[Seal]



Elizabeth M. Hix  
NOTARY PUBLIC

# EXHIBIT "A"



## LEGAL DESCRIPTION

A PERMANENT RIGHT-OF-WAY DEDICATION LOCATED IN LOT 1, BLOCK 18, WESTMONT 2ND PLATTING, A PLATTED AND RECORDED ADDITION TO SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SAID SARPY COUNTY, NEBRASKA; THENCE ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36 ON AN ASSUMED BEARING OF S03°01'50"E, 72.80 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 370, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 18, WESTMONT 2ND PLATTING, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 370 N88°04'23"E, 30.01 FEET; THENCE S03°01'50"E, 349.55 FEET TO A POINT OF CURVATURE; THENCE ON A 505.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 174.94 FEET (LONG CHORD BEARS S08°53'37"W, 174.07 FEET) TO A POINT ON SAID WEST LINE OF THE NORTHEAST QUARTER OF SECTION 36; THENCE ON SAID WEST LINE OF THE NORTHEAST QUARTER OF SECTION 36 N03°01'50"W, 521.59 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT RIGHT-OF-WAY DEDICATION CONTAINS A CALCULATED AREA OF 13,945.38 SQUARE FEET OR 0.320 ACRES, MORE OR LESS.

PROJECT NO: 022-06403  
DRAWN BY: DSH  
DATE: 12/8/2023

RIGHT-OF-WAY  
DEDICATION

**olsson**

2111 South 67th Street,  
Suite 200  
Omaha, NE 68106  
TEL 402.941.1116

EXHIBIT

1

F:\2023\0203-06500\022-06403\40-Design\Exhibits\V\_F\_ESM\_ROW DEDICATION\_2023-12-8\_02206403.dwg  
 USER: dhastings  
 DATE: Dec 11, 2023 9:35am  
 XREFS: V\_XBNDY\_02206403

WHEN RECORDED RETURN TO:

Larry A. Jobeun, Esq.  
Fullenkamp, Jobeun, Johnson & Beller, LLP  
11440 West Center Road Omaha, NE 68144  
Omaha, Nebraska 68144  
(402) 334-0700

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(Space above line is for recording information only)

**TEMPORARY GRADING AND  
CONSTRUCTION EASEMENT**

**THIS TEMPORARY GRADING AND CONSTRUCTION EASEMENT** (this "Easement") is made this 4th day of June, 2024 (the "Effective Date"), by and among **SANITARY AND IMPROVEMENT DISTRICT NO. 23 OF SARPY COUNTY, NEBRASKA**, a Nebraska political subdivision, (referred to herein as "Grantor"), in favor of the **Metropolitan Community College Area**, a body corporate and political subdivision of the State of Nebraska, and to its successors and assigns (referred to herein as "Grantee").

**PRELIMINARY STATEMENTS**

Grantor is the fee simple owner of certain real property described on Exhibit A attached hereto ("Grantor Property"), including that portion of the Grantor Property legally described and depicted as the shaded area labeled "Grading and Construction Easement" (the "Easement Area"). In connection with Grantee's proposed grading of that certain Easement Area, pursuant to that certain grading plan prepared by Olsson Associates (the "Grading Plan"), Grantor is willing to grant to Grantee a temporary easement in, on and over the Easement Area for (i) the grading, regrading, sloping, deposit and/or removal of fill, dirt and earth, and (ii) the performance of all construction activities incidental to Grantee's completion of the Grading Plan, subject to the terms and conditions hereinafter set forth (the "Temporary Easement").

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual covenants herein and for **Ten (\$10.00) Dollars** and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, its affiliates, successors, assigns, agents, licensees and invitees, for the benefit of the Grantee's Property, a temporary non-exclusive easement to enter upon and use the Easement Area for (i) the removal, placement and deposit of fill, dirt and earth and for the grading, regrading, seeding, sloping and maintenance of a suitable slope or grade upon the Easement Area, as provided in the Grading Plan, and (ii) the performance of all construction activities incidental to Grantee's completion of the Grading Plan, including without limitation the operation of equipment, storage of materials and movement of a working force across and over the Easement Area. Grantee agrees not to make any revisions to the Grading Plan without Grantor's prior written consent. During the term of this Easement, Grantor shall not voluntarily grant any other right in the Easement Area or any portion thereof without Grantee's prior written consent; provided that Grantor shall not be in default hereof in the event any governmental or other entity with eminent domain power condemns all or any portion of the Easement Area. Notwithstanding anything herein to the contrary, Grantee shall not have any rights of ingress, egress or otherwise with respect to any portion of the Grantor Property other than the Easement Area.

2. **Access; Improvements.** During the term of this Easement, Grantee and/or its agents shall have the right at their sole risk and at their sole cost and expense, to grade and remove fill, dirt and earth from the Easement Area, to implement and maintain various erosion and sedimentation control measures within the Easement Area and to otherwise improve the Easement Area in accordance with the Grading Plan. No buildings, improvements or other structures, nor any fill or fill material, or embankment work shall be placed in, on, over or across the Easement Area by Grantor during the term of this Easement that is inconsistent with the Grading Plan. Grantee shall be solely responsible for obtaining, at Grantee's sole cost and expense, all permits required to conduct its grading activities within the Easement Area, and Grantee must install and maintain various erosion and sedimentation control measures within the Easement Area so that the Easement Area reaches the required level of stabilization in order to obtain a termination of the grading permit from the Nebraska Department of Environmental Quality (the "NDOQ") and to release the Easement Area from any such permit. As such, during the term of this Easement, Grantor shall not access, enter upon or otherwise disturb the Easement Area without the express written approval of Grantee, which will not be unreasonably withheld, conditioned or delayed. All excess fill, dirt and earth shall be removed by Grantee from the Easement Area prior to the expiration of the term of this Agreement and shall not be deposited anywhere on the Grantor Property without Grantor's prior written consent in its sole and absolute discretion.

3. **Indemnification.** Grantee hereby agrees to indemnify, defend and hold Grantor, its successors and assigns and their respective officers, owners, and members, harmless from and against any and all liabilities, expenses (including Grantor's reasonable attorneys' fees), orders, lawsuits, causes of actions, claims, damages, costs, penalties, fines, interest and demands whatsoever suffered, threatened against, paid, or incurred by any of them in connection with, arising from, or as a result of (i) Grantee's use of the Easement Area, (ii) from any activities within or upon Grantor's Property conducted by Grantee or its agents, employees, or contractors, or (iii) Grantee's failure to comply with the terms of this Agreement or with all applicable governmental regulations and laws relating to the use and maintenance of the Easement Area or upon Grantor's Property including, but not limited to, any fines levied by the Environmental Protection Agency or any other federal, state or local governmental body or agency. The indemnification, defense and hold harmless obligations set forth in this Section 3 shall survive the expiration or termination of the term of this Agreement.

4. **Term of Easement.** The term of this Agreement and the Easement shall commence upon the Effective Date and shall expire at the end of twelve (12) months thereafter, unless otherwise agree to in writing by the parties.

5. **Title.** Grantor confirms with Grantee and its assigns that Grantor is seized in fee of the Easement Area and that it has the right to grant and convey the easement and rights granted herein, and that it will warrant and defend the grant of this easement and rights to Grantee and its assigns against the lawful claims and demands of all persons claiming by, through or under Grantor, subject to all covenants, restrictions and easements for record.

6. **Notice.** All notices, requests, demands and other communications required or permitted under this Easement must be in writing and will be deemed to have been delivered, received and effective: (i) on the date of service, if served by hand delivery or by facsimile on the party to whom notice is to be given; or (ii) on the date that is the next business day after deposit of the notice properly addressed to the party at the address shown below, if sent by overnight Federal Express or equivalent overnight delivery; or (iii) three days after deposit of the notice properly addressed, if sent by U.S. certified mail, return receipt requested. The addresses, telephone numbers, and facsimile numbers shown below are the places and numbers for delivery of all notices. Each party may change the place or number for delivery of notice by notifying the other party.

If to Grantor:     SID No. 23  
                          Attn: Mark Johnson  
                          Fullenkamp Jobeun Johnson & Beller, LLP  
                          11440 West Center Road, Suite C  
                          Omaha, Nebraska 68144  
                          Email: [mjohnson@fjblaw.com](mailto:mjohnson@fjblaw.com)

If to Grantee: Metropolitan Community College  
Attn: James R. Thibodeau, General Counsel  
P.O. Box 3777  
Omaha, NE 68103-0777  
Email: jrthibodeau@mccneb.edu

7. **Insurance.** Prior to commencing any grading activities on the Grantor Property, Grantee shall provide Grantor with a Certificate of Insurance evidencing liability insurance coverage in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, which Certificate shall designate Grantor as certificate holder and as an additional insured to such liability insurance coverage. Grantee agrees to maintain such insurance coverage in place through the termination or expiration of this Agreement.

8. **Condition of Property.** Grantee acknowledges and agrees that Grantor makes no representations or warranties relating to the Easement Area or the condition thereof, or the suitability of the Easement Area for the Grantee's purposes set forth herein, and that Grantee accepts the easement and the Easement Area "as is" and subject to all easements, covenants, conditions, restrictions and encumbrances of record but free and clear of all monetary liens and encumbrances created by Grantor.

9. **No Dedication.** Nothing contained in this Easement constitutes or shall be deemed to constitute a gift or dedication of any portion of the Easement Area to the general public, for the benefit of the general public, or for any public purpose whatsoever, it being the intention of Grantor and Grantee that this Easement shall be strictly limited to and for the purposes expressed herein. Grantor and Grantee agree and acknowledge that there are no intended third-party beneficiaries of this Easement or of any of the rights and privileges conferred herein.

10. **No Liens.** Grantee covenants and agrees that it will undertake all activities hereunder in a commercially reasonable manner and at its sole expense; that it will promptly pay all bills pertaining to such activities and will not permit any liens to be filed against the Grantor Property as a result or consequence of such activities. Grantee shall keep the Grantor Property free and clear of all liens and encumbrances arising from the exercise by Grantee of its rights under this Agreement.

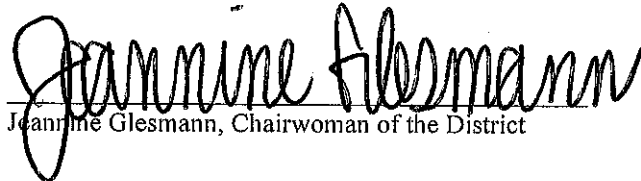
11. **Compliance and Applicable Law; Permits and Approvals.** Grantee, its successors, assigns, contractors and subcontractors, shall comply with all applicable federal, state, and local laws and regulations relating to the construction of the grading improvements and in performance of the obligations set forth in this Agreement. Grantee shall be responsible for obtaining all governmental permits, approvals and licenses necessary to undertake the making of any activities by Grantee or its agents, employees, or contractors within the Easement Area as contemplated by this Easement.

*{Remainder of page intentionally left blank; signatures on following pages}*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**GRANTOR:**

**SANITARY AND IMPROVEMENT DISTRICT  
NO. 23 OF SARPY COUNTY, NEBRASKA**, a  
political subdivision of the State of Nebraska

  
Jeannine Glesmann, Chairwoman of the District

ATTEST:

  
Mary McNamara, Clerk of the District

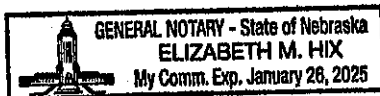
ACKNOWLEDGEMENT

STATE OF NEBRASKA            )  
  ) SS  
COUNTY OF SARPY            )

On this 4<sup>th</sup> day of June, 2024, before me, a Notary Public in and for said County, personally came Jeannine Glesmann on behalf of Sanitary and Improvement District No. 23 of Sarpy County, Nebraska, known to me to be the Chairwoman of the District, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her respective voluntary act and deed as such Chairwoman and the voluntary act and deed of said District.

WITNESS my hand and Notarial Seal the day and year last above written.

[Seal]



  
NOTARY PUBLIC

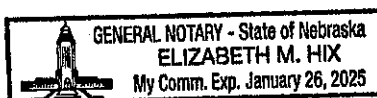
ACKNOWLEDGEMENT

STATE OF NEBRASKA            )  
  ) SS  
COUNTY OF SARPY            )

On this 4<sup>th</sup> day of June, 2024, before me, a Notary Public in and for said County, personally came Mary McNamara on behalf of Sanitary and Improvement District No. 23 of Sarpy County, Nebraska, known to me to be the Clerk of the District, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her respective voluntary act and deed as such Clerk and the voluntary act and deed of said District.

WITNESS my hand and Notarial Seal the day and year last above written.

[Seal]



  
NOTARY PUBLIC

**GRANTEE:**

**The Metropolitan Community College Area,**  
a body corporate and political subdivision of the State of Nebraska

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

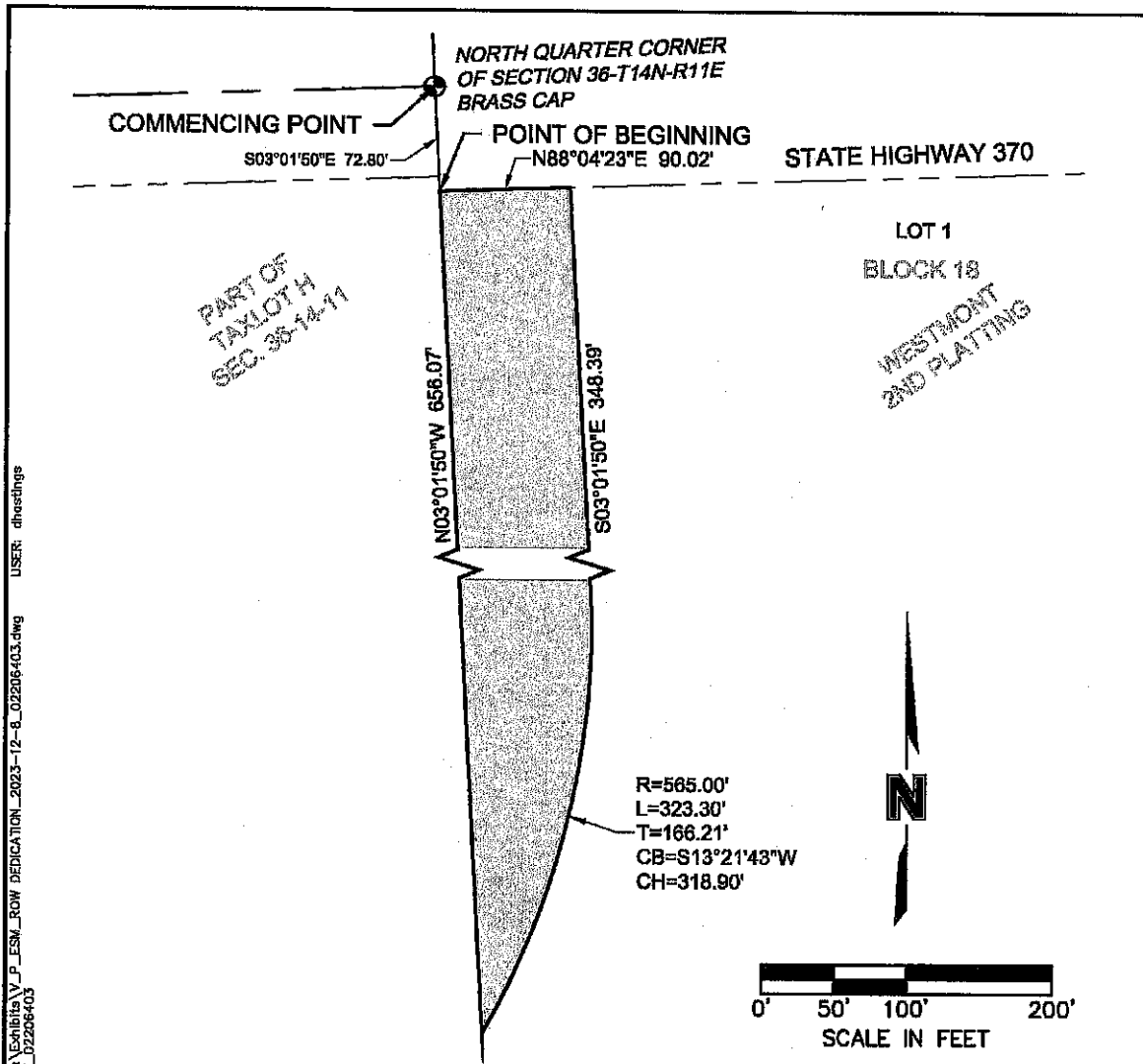
Now on this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came \_\_\_\_\_, the \_\_\_\_\_ of the Metropolitan Community College Area, a body corporate and political subdivision of the State of Nebraska, who is personally known to me to be the same person who executed in such capacity the within instrument on behalf of said entity and who duly acknowledged the execution of the same to be the act and deed of said entity.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**  
**LEGAL DESCRIPTION OF GRANTOR PROPERTY**



**LEGAL DESCRIPTION**

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN LOT 1, BLOCK 18, WESTMONT 2ND PLATTING, A PLATTED AND RECORDED ADDITION TO SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SAID SARPY COUNTY, NEBRASKA; THENCE ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36 ON AN ASSUMED BEARING OF S03°01'50\"E, 72.80 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 370, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 18, WESTMONT 2ND PLATTING, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 370 N88°04'23\"E, 90.02 FEET; THENCE S03°01'50\"E, 348.39 FEET TO A POINT OF CURVATURE; THENCE ON A 565.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 323.30 FEET (LONG CHORD BEARS S13°21'43\"W, 318.90 FEET) TO A POINT ON SAID WEST LINE OF THE NORTHEAST QUARTER OF SECTION 36; THENCE ON SAID WEST LINE OF THE NORTHEAST QUARTER OF SECTION 36 N03°01'50\"W, 656.07 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS A CALCULATED AREA OF 50,103.92 SQUARE FEET OR 1.160 ACRES, MORE OR LESS.

DWG: F:\2022\08001-06500\022-06403\40-Design\Exhibits\VP\_ESM\_ROW\_DEDICATION\_2023-12-8\_02206403.dwg  
DATE: Dec 11, 2023 9:35am  
XREFS: V\_XGNDY\_02206403  
USER: dhsdshings

PROJECT NO: 022-06403	TEMPORARY CONSTRUCTION EASEMENT	<b>olsson</b> 2111 South 67th Street, Suite 200 Omaha, NE 68108 TEL 402.341.1116	EXHIBIT  1A
DRAWN BY: DSH			
DATE: 12/8/2023			



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., Unit 312; Sioux Falls, SD 57108  
Office: 605/951-0886

SID #23 (WESTMONT)  
MR. MARK JOHNSON  
FULLENKAMP JOBEUN JOHNSON & BELLER LLP  
11440 WEST CENTER ROAD, SUITE C  
OMAHA, NE 68144

Invoice number 163650  
Date 05/29/2024

Project 1690-107 SID #23 (WESTMONT) WATER  
METER REPLACEMENT

Professional Services from February 28, 2024 through May 26, 2024

Description	Current Billed
<b>Civil Engineering Services</b>	4,742.61
<i>Preparation of Plans and Specifications - 80% due - see other side for detail</i>	
Total	4,742.61

Invoice total 4,742.61

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
163650	05/29/2024	4,742.61	4,742.61				
	Total	4,742.61	4,742.61	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. Invoices not paid within 90 days of the invoice date will be subject to possible lien filings.

THOMPSON, DREESSEN & DORNER, INC.  
Consulting Engineers and Land Surveyors  
10836 Old Mill Road  
Omaha, Nebraska 68154  
Phone (402) 330-8860 Fax (402) 330-5866

Proj #1690-107  
5/29/2024  
Invoice #163650

Westmont SID #23 Water Meter Replacement  
Preparation of Plans and Specifications

12%	of First	\$	50,000.00	\$	6,000.00
8%	of Next	\$	50,000.00	\$	4,000.00
6.5%	of Next	\$	400,000.00	\$	26,000.00
5.5%	of Next	\$	46,675.21	\$	2,567.14

Subtotal \$ 38,567.14

80% Due Now \$ 30,853.71

Less amount previously billed \$ (26,111.10)

**Amount Due \$ 4,742.61**



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

INVOICE

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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., Unit 312; Sioux Falls, SD 57108  
Office: 605/951-0886

SID #23 (WESTMONT)  
MR. MARK JOHNSON  
FULLENKAMP JOBEUN JOHNSON & BELLER LLP  
11440 WEST CENTER ROAD, SUITE C  
OMAHA, NE 68144

Invoice number 163651  
Date 05/29/2024

Project 1690-108 SID #23 (WESTMONT) 2024  
PAVEMENT RECONSTRUCTION

Professional Services from May 2, 2024 through May 26, 2024

Description	Current Billed
<b>Civil Engineering Services</b>	86,154.01
<i>Preparation of Plans and Specifications - 80% due - see other side for detail</i>	
<b>Construction Observation and Materials Testing</b>	0.00
Total	86,154.01

Invoice total 86,154.01

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
163651	05/29/2024	86,154.01	86,154.01				
	Total	86,154.01	86,154.01	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. Invoices not paid within 90 days of the invoice date will be subject to possible lien filings.*

THOMPSON, DREESSEN & DORNER, INC.  
Consulting Engineers and Land Surveyors  
10836 Old Mill Road  
Omaha, Nebraska 68154  
Phone (402) 330-8860 Fax (402) 330-5866

Proj #1690-108  
5/29/2024  
Invoice #163651

Westmont SID #23 2024 Pavement Reconstruction  
Preparation of Plans and Specifications

12%	of First	\$	50,000.00	\$	6,000.00
8%	of Next	\$	50,000.00	\$	4,000.00
6.5%	of Next	\$	400,000.00	\$	26,000.00
5.5%	of Next	\$	1,303,500.30	\$	<u>71,692.52</u>
Subtotal				\$	107,692.52
80% Due Now				\$	86,154.01



0530

Page 1 of 10

Account Number	Due Date	Total Amount Due
6804100060	Jun 19, 2024	\$2,292.18

For Customer Service call (402) 536-4131.  
See back for toll-free number.

Customer Name: SID 23 SARPY  
Statement Date: May 30, 2024

Service Address	Rate	Billing Period		Usage		
		From	To	Kilowatt-hours used	Billing Demand/kW	Current Amount
10700 S 132 ST OMAHA NE	Street Light Method 61	N/A	N/A			\$1,584.96
11402 S 132 ST, SIGN OMAHA NE	General Service Non-Demand	04-15-24	05-15-24	71 kWh		\$41.03
11508 RICHLAND DR OMAHA NE	General Service Non-Demand	N/A	N/A			\$34.90
11602 S 132 ST OMAHA NE	General Service Non-Demand	04-15-24	05-15-24	325 kWh		\$63.28
13609 SLAYTON ST OMAHA NE	General Service Non-Demand	04-15-24	05-15-24	510 kWh		\$79.49
10203 S 132 ST PAPILLION NE	General Service Non-Demand	04-25-24	05-28-24	1989 kWh		\$209.04
10301 S 132 ST PAPILLION NE	General Service Non-Demand	04-25-24	05-28-24	2793 kWh		\$279.48

Total Charges \$2,292.18  
Previous Balance 2,555.16  
Payments Received: 05/29/24 2,555.16CR  
Total Amount Due \$2,292.18  
Late Payment Charge of \$ 91.69 applies after due date.

1

Please return this portion with payment

Storm season tips. Falcons return to North Omaha Station. Spring energy tips. Update your contact info. See May Outlets.

Statement Date: May 30, 2024

Account Number	Due Date	Total Amount Due
6804100060	Jun 19, 2024	\$2,292.18

Late Payment Charge of \$91.69 applies after due date.

Amount Paid

Energy Assistance: Monthly \$1  \$2  \$5  Other \$ One-Time Contribution \$ 

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

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

SID 23 SARPY  
% STREET LIGHTS  
11440 W CENTER RD STE C  
OMAHA, NE 68144-4421

PO BOX 3995  
OMAHA NE 68103-0995



01680410006000000022921800000238387202406192



Account Number	Due Date	Total Amount Due
6804100060	Jun 19, 2024	\$2,292.18

Customer Name: SID 23 SARPY  
Statement Date: May 30, 2024

Billing Information for service address:10700 S 132 ST OMAHA NE

Billing Period From 04-29-2024 To 05-30-2024 @ 31 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL15	\$0.00		\$0.00

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$1,495.33	\$7.00	\$1,584.96

Sales Tax	82.63
Total Charges	\$1,584.96



Account Number	Due Date	Total Amount Due
6804100060	Jun 19, 2024	\$2,292.18

Customer Name: SID 23 SARPY  
Statement Date: May 30, 2024

Billing Information for service address:10700 S 132 ST OMAHA NE

Billing Period From 04-29-2024 To 05-30-2024 @ 31 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
SL15						0.00	\$0.00
SL61	61L112	10	\$8.98	\$89.80			
SL61	61L211	97	\$14.49	\$1,405.53			
SL61					7.00	1,495.33	\$1,584.96



Account Number	Due Date	Total Amount Due
6804100060	Jun 19, 2024	\$2,292.18

Customer Name: SID 23 SARPY  
Statement Date: May 30, 2024

**Billing Information for service address:11402 S 132 ST, SIGN OMAHA NE**

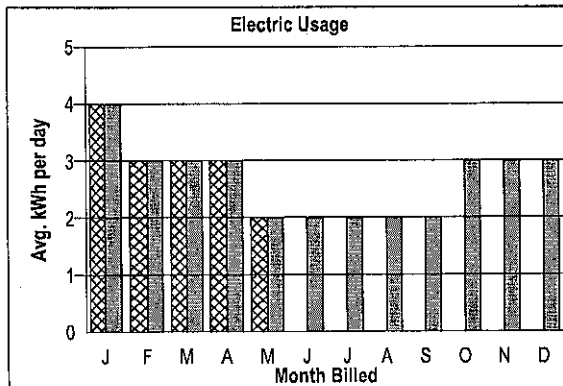
Rate	Billing Period		Meter Number	Meter Reading				Usage
	From	To		Previous	Present	Difference	Multiplier	
General Service Non-Demand	4-15-24	5-15-24	2618553	49613	49684 Actual	71	1	kWh 71

**Your Electric Usage Profile**

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2024 <input checked="" type="checkbox"/>	30	71	2	70	46
2023 <input type="checkbox"/>	33	80	2	69	46

Monthly Service Charge	33.00
kWh Usage	5.60
Fuel And Purchased Power Adjustment	0.29
Sales Tax	2.14
<b>Total Charges</b>	<b>\$41.03</b>

Your average daily electric cost was: \$1.37





Account Number	Due Date	Total Amount Due
6804100060	Jun 19, 2024	\$2,292.18

Customer Name: SID 23 SARPY  
Statement Date: May 30, 2024

Billing Information for service address:11508 RICHLAND DR OMAHA NE

Rate	Billing Period		Meter Number	Meter Reading				Usage
	From	To		Previous	Present	Difference	Multiplier	

Monthly Service Charge	33.00
kWh Usage	0.08
Fuel And Purchased Power Adjustment	0.00
Sales Tax	1.82
Total Charges	\$34.90



Account Number	Due Date	Total Amount Due
6804100060	Jun 19, 2024	\$2,292.18

Customer Name: SID 23 SARPY  
Statement Date: May 30, 2024

**Billing Information for service address: 11602 S 132 ST OMAHA NE**

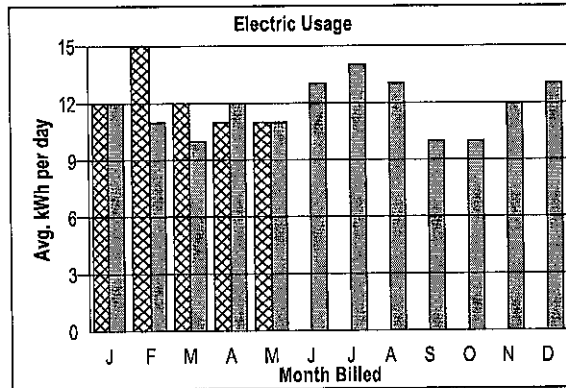
Rate	Billing Period		Meter Number	Meter Reading				Usage
	From	To		Previous	Present	Difference	Multiplier	
General Service Non-Demand	4-15-24	5-15-24	1584528	90056	90381 Actual	325	1	kWh 325

**Your Electric Usage Profile**

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2024 ☒	30	325	10	70	46
2023 ☐	33	366	11	69	46

Monthly Service Charge	33.00
kWh Usage	25.64
Fuel And Purchased Power Adjustment	1.34
Sales Tax	3.30
<b>Total Charges</b>	<b>\$63.28</b>

Your average daily electric cost was: \$2.11





Account Number	Due Date	Total Amount Due
6804100060	Jun 19, 2024	\$2,292.18

Customer Name: SID 23 SARPY  
Statement Date: May 30, 2024

**Billing Information for service address:13609 SLAYTON ST OMAHA NE**

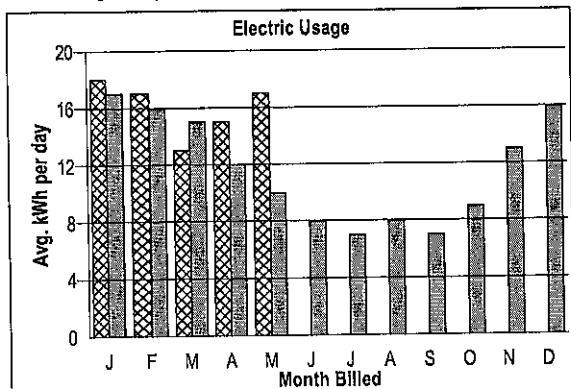
Rate	Billing Period		Meter Number	Meter Reading				Usage
	From	To		Previous	Present	Difference	Multiplier	
General Service Non-Demand	4-15-24	5-15-24	1902068	57548	58058 Actual	510	1	kWh 510

**Your Electric Usage Profile**

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2024 ☒	30	510	17	70	46
2023 ■	33	342	10	69	46

Monthly Service Charge	33.00
kWh Usage	40.24
Fuel And Purchased Power Adjustment	2.11
Sales Tax	4.14
<b>Total Charges</b>	<b>\$79.49</b>

Your average daily electric cost was: \$2.65





Account Number	Due Date	Total Amount Due
6804100060	Jun 19, 2024	\$2,292.18

Customer Name: SID 23 SARPY  
Statement Date: May 30, 2024

**Billing Information for service address:10203 S 132 ST PAPILLION NE**

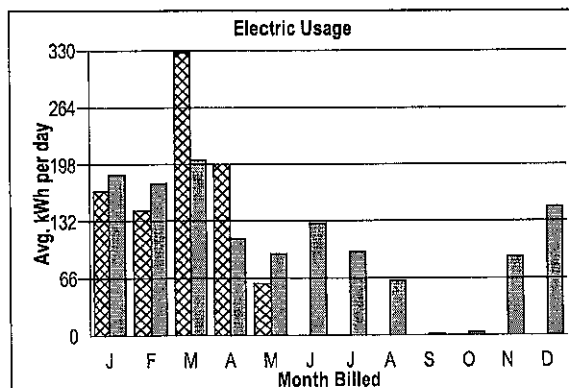
Rate	Billing Period		Meter Number	Meter Reading				Usage
	From	To		Previous	Present	Difference	Multiplier	
General Service Non-Demand	4-25-24	5-28-24	5771629	35252	37241 Actual	1989	1	kWh 1989

**Your Electric Usage Profile**

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2024 ☒	33	1989	60	74	50
2023 ■	31	2918	94	74	51

Monthly Service Charge	33.00
kWh Usage	156.93
Fuel And Purchased Power Adjustment	8.21
Sales Tax	10.90
<b>Total Charges</b>	<b>\$209.04</b>

Your average daily electric cost was: \$6.33





Account Number	Due Date	Total Amount Due
6804100060	Jun 19, 2024	\$2,292.18

Customer Name: SID 23 SARPY  
Statement Date: May 30, 2024

**Billing Information for service address:10301 S 132 ST PAPILLION NE**

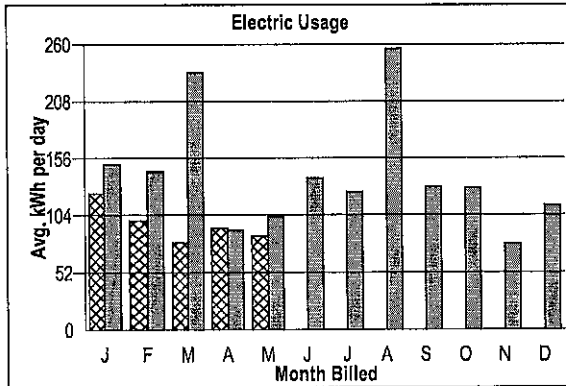
Rate	Billing Period		Meter Number	Meter Reading				Usage
	From	To		Previous	Present	Difference	Multiplier	
General Service Non-Demand	4-25-24	5-28-24	8486457	70879	73672 Actual	2793	1	kWh 2793

**Your Electric Usage Profile**

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2024 ☒	33	2793	84	74	50
2023 ■	31	3189	102	74	51

Monthly Service Charge	33.00
kWh Usage	220.37
Fuel And Purchased Power Adjustment	11.54
Sales Tax	14.57
<b>Total Charges</b>	<b>\$279.48</b>

Your average daily electric cost was: \$8.47





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., Unit 312; Sioux Falls, SD 57108  
Office: 605/951-0886

SID #23 (WESTMONT)  
MR. MARK JOHNSON  
FULENKAMP JOBEUN JOHNSON & BELLER LLP  
11440 WEST CENTER ROAD, SUITE C  
OMAHA, NE 68144

Invoice number 163413  
Date 05/16/2024  
Project 1690-101 SID #23 (WESTMONT)  
MISCELLANEOUS SERVICES, 2011-  
CURRENT

Professional Services from April 1, 2024 through April 28, 2024

Description	Current Billed
Construction Staking	0.00
Civil Engineering Services	1,340.00
<i>Prepare for and attend SID meeting, paving survey.</i>	
Sr Engineer 3 hrs 660.00	
Sr Eng Tech 5.5 hrs 660.00	
Mileage 20 miles 20.00	
Total	1,340.00

Invoice total 1,340.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
162732	04/10/2024	677.50		677.50			
163413	05/16/2024	1,340.00	1,340.00				
Total		2,017.50	1,340.00	677.50	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. Invoices not paid within 90 days of the invoice date will be subject to possible lien filings.



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., Unit 312, Sioux Falls, SD 57108  
Office: 605/951-0886

SID #23 (WESTMONT)  
MR. MARK JOHNSON  
FULLENKAMP JOBEUN JOHNSON & BELLER LLP  
11440 WEST CENTER ROAD, SUITE C  
OMAHA, NE 68144

Invoice number 163649  
Date 05/29/2024  
Project 1690-101 SID #23 (WESTMONT)  
MISCELLANEOUS SERVICES, 2011-  
CURRENT

Professional Services from April 29, 2024 through May 26, 2024

See other side for detail

Description	Current Billed
Construction Staking	0.00
Civil Engineering Services	3,868.00
<i>Coordination of miscellaneous maintenance items, attend SID meeting, waterline locates.</i>	
Total	3,868.00

Invoice total 3,868.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
163413	05/16/2024	1,340.00	1,340.00				
163649	05/29/2024	3,868.00	3,868.00				
Total		5,208.00	5,208.00	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. Invoices not paid within 90 days of the invoice date will be subject to possible lien filings.

**THOMPSON, DREESSEN & DORNER, INC.***Consulting Engineers and Land Surveyors*

10836 Old Mill Road

Omaha, Nebraska 68154

Phone (402) 330-8860 Fax (402) 330-5866

May 29, 2024

Invoice #

163649

**INVOICE**

SID #23 (Westmont)

Fullenkamp Jobeun Johnson &amp; Beller LLP

11440 West Center Road, Suite C

Omaha, NE 68144

**Project No. 1690-101****Miscellaneous Services**Professional Services April 30, 2024 through May 26, 2024

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**Civil Engineering Services**

	<u>Hours</u>		<u>Rate</u>		<u>Total</u>
Senior Engineer	13	\$	220.00	\$	2,860.00
Sr Eng Tech	1	\$	120.00	\$	120.00
Sr Eng Tech	1.5	\$	110.00	\$	165.00
Construction Observer	2	\$	100.00	\$	200.00
Construction Observer	2	\$	80.00	\$	160.00
Construction Observer	6	\$	45.00	\$	270.00
Clerical	0.5	\$	70.00	\$	35.00
Mileage	58 miles	\$	1.00	\$	58.00

**Total Invoice Amount     \$ 3,868.00**



11050 S. 204th St., Gretna, NE 68028  
Phone: 402-332-4141 Fax 402-332-5822

## Invoice

Date	Invoice #
5/10/2024	33536

<b>Bill To:</b>
SID #23 Westmont Fullenkamp, Jobeun, Johnson & Beller ATTN: Beth 11440 W Center Rd # C Omaha, NE 68144

<b>Ship To:</b>
SID #23 Westmont Repair at: 13416 Carpenter St Omaha, NE

Order #	P.O. Number	Terms	Due Date	Order Date	Customer #	Job
33536	Sidewalk-Carpenter St	Net 30	6/9/2024	4/26/2024	1020	Sidewalk Carpenter St

Item #	Description	Quantity	U/M
	Charges for equipment, labor and material for sidewalk poured back from repair in January 2024 (Original repair invoice #33527). Work completed approx. 4/18/24 with concrete poured back approx. 4/29/24.		
	EQUIPMENT & LABOR		
80001002	Job Truck & Tools	3	HRS
80001000	John Deere 410- G Backhoe w/ Operator	3	HRS
80001004	Supervisor	3	HRS
80001004	Laborers (2 @ 3 hrs each)	6	HRS
	MATERIAL		
80005015	Concrete formed & poured back by B&T Concrete, LLC	1	LS
	**Seeding/ matting of the area to be completed & billed with repair #2 called in by Gerald Pesek on 5/8/24 on same block of Carpenter St.**		
	Total includes Equipment, Labor & Material (Option #2 Contractor)		

	<b>Total</b>	\$2,904.75
--	--------------	------------



A Division of Ortleb Enterprises LLC.  
PO Box 460727 \* Papillion, NE 68046-0727  
V:402.331.3669 F:402.972.8409  
www.AmeriLawn.com \* info@AmeriLawn.com

# Invoice

Date	Invoice #
5/8/2024	LWN24-14499

We need your E-mail Address for contact and billing purposes.

Please print : \_\_\_\_\_

Bill To
WESTMONT SID 23 11802 Westmont Dr. Omaha, NE 68138

Amount Enclosed

<u>Return top portion with your payment</u>
---

P.O. No.	Terms	Due Date
	Net 30	5/23/2024

Serviced	Property N...	Item	Description	Qty	U/M	Rate	Amount
5/8/2024		Mow & Trim	Commercial Mow & Trim All (Weekly) WESTMONT SID Start Time : 5/8/2024 7:12:19 AM	1	ea	610.00	610.00
5/8/2024		Litter & Weed Cont...	Litter & Weed Control (Weekly) WESTMONT SID Start Time : 5/8/2024 11:17:10 AM	1	ea	65.00	65.00
						0.00%	0.00
						<b>Total</b>	\$675.00

\$5.00 Late Fee will be assessed after due date. Finance Charges will be assessed after 30 days of Invoice date. The annual rate is 18% (1.5% monthly)

Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$675.00</b>



A Division of Ortleb Enterprises LLC.  
PO Box 460727 \* Papillion, NE 68046-0727  
V:402.331.3669 F:402.972.8409  
www.AmeriLawn.com \* info@AmeriLawn.com

# Invoice

Date	Invoice #
5/15/2024	EWN24-14681

We need your E-mail Address for contact and billing purposes.

Please print : \_\_\_\_\_

Bill To
WESTMONT SID 23 11802 Westmont Dr. Omaha, NE 68138

Amount Enclosed

<u>Return top portion with your payment</u>
---

P.O. No.	Terms	Due Date
	Net 30	5/30/2024

Serviced	Property N...	Item	Description	Qty	U/M	Rate	Amount
5/15/2024		Mow & Trim	Commercial Mow & Trim All (Weekly) WESTMONT SID Start Time : 5/15/2024 7:13:50 AM	1	ea	610.00	610.00
5/15/2024		Litter & Weed Cont...	Litter & Weed Control (Weekly) WESTMONT SID Start Time : 5/15/2024 10:14:14 AM	1	ea	65.00	65.00
						0.00%	0.00
				<b>Total</b>		\$675.00	

Payments/Credits	\$0.00
------------------	--------

\$5.00 Late Fee will be assessed after due date. Finance Charges will be assessed after 30 days of Invoice date. The annual rate is 18% (1.5% monthly)

<b>Balance Due</b>	<b>\$675.00</b>
--------------------	-----------------



A Division of Ortleb Enterprises LLC.  
PO Box 460727 \* Papillion, NE 68046-0727  
V:402.331.3669 F:402.972.8409  
www.AmeriLawn.com \* info@AmeriLawn.com

# Invoice

Date	Invoice #
5/16/2024	LWN24-14719

We need your E-mail Address for contact and billing purposes.

Please print : \_\_\_\_\_

Bill To
WESTMONT SID 23 11802 Westmont Dr. Omaha, NE 68138

Amount Enclosed

<u>Return top portion with your payment</u>
---

P.O. No.	Terms	Due Date
	Net 30	6/15/2024

Serviced	Property N...	Item	Description	Qty	U/M	Rate	Amount
5/16/2024		Turf Weed Control	Turf Weed Control WESTMONT SID Start Time : 5/16/2024 1:03:00 PM	1	gal	550.00	550.00
						0.00%	0.00
						<b>Total</b>	<b>\$550.00</b>

<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$550.00</b>

\$5.00 Late Fee will be assessed after due date. Finance Charges will be assessed after 30 days of Invoice date. The annual rate is 18% (1.5% monthly)



A Division of Ortleb Enterprises LLC.  
PO Box 460727 \* Papillion, NE 68046-0727  
V:402.331.3669 F:402.972.8409  
www.AmeriLawn.com \* info@AmeriLawn.com

# Invoice

Date	Invoice #
5/23/2024	LWN24-14847

We need your E-mail Address for contact and billing purposes.

Please print : \_\_\_\_\_

Bill To
WESTMONT SID 23 11802 Westmont Dr. Omaha, NE 68138

Amount Enclosed

Return top portion with your payment
--------------------------------------

P.O. No.	Terms	Due Date
	Net 30	6/7/2024

Serviced	Property N...	Item	Description	Qty	U/M	Rate	Amount
5/23/2024		Mow & Trim	Commercial Mow & Trim All (Weekly) WESTMONT SID Start Time : 5/23/2024 7:12:35 AM	1	ea	610.00	610.00
5/23/2024		Litter & Weed Cont...	Litter & Weed Control (Weekly) WESTMONT SID Start Time : 5/23/2024 10:11:13 AM	1	ea	65.00	65.00
						0.00%	0.00
				<b>Total</b>			\$675.00

\$5.00 Late Fee will be assessed after due date. Finance Charges will be assessed after 30 days of Invoice date. The annual rate is 18% (1.5% monthly)

Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$675.00</b>



A Division of Ortleb Enterprises LLC.  
PO Box 460727 \* Papillion, NE 68046-0727  
V:402.331.3669 F:402.972.8409  
www.AmeriLawn.com \* info@AmeriLawn.com

# Invoice

Date	Invoice #
5/30/2024	LWN24-15017

We need your E-mail Address for contact and billing purposes.

Please print : \_\_\_\_\_

Bill To
WESTMONT SID 23 11802 Westmont Dr. Omaha, NE 68138

Amount Enclosed

<u>Return top portion with your payment</u>
---

P.O. No.	Terms	Due Date
	Net 30	6/14/2024

Serviced	Property N...	Item	Description	Qty	U/M	Rate	Amount
5/30/2024		Mow & Trim	Commercial Mow & Trim All (Weekly) WESTMONT SID Start Time : 5/30/2024 7:07:39 AM	1	ea	610.00	610.00
5/30/2024		Litter & Weed Cont...	Litter & Weed Control (Weekly) WESTMONT SID Start Time : 5/30/2024 10:13:30 AM	1	ea	65.00	65.00
						0.00%	0.00
Total							\$675.00

\$5.00 Late Fee will be assessed after due date. Finance Charges will be assessed after 30 days of Invoice date. The annual rate is 18% (1.5% monthly)

Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$675.00</b>

**J&M Trees**

Mike Lutz

13701 Fairview Rd

Springfield, Ne. 68059

402-657-3800

Jmtreeslutz@gmail.com

ESTIMATE

EST0007

DATE

May 15, 2024

TOTAL

USD \$300.00

TO

**Westmont S.I.D. 23**

The entire SID

beth@fjjblaw.com

DESCRIPTION	RATE	QTY	AMOUNT
Remove dead tree that is in the median, west of the elementary school. All tree material will be hauled away and the grass will be raked.	\$200.00	1	\$200.00
Grind stump out of the median west of the elementary school.	\$100.00	1	\$100.00
SUBTOTAL			\$300.00
TAX (0%)			\$0.00
TOTAL			USD \$300.00

Job Number: 24-4418

Job: S.I.D. 23 - Westmont Neighborhood

Quote Name: Quote-24-4418-S.I.D. 23 - Westmont Neighborhood Playground Repairs

Quote Number: Q-07767



## Prepared by:

Heather Heasley

heather@churchichrecreation.net

Terms: 50% Deposit

Remit to: Churchich Recreation

PO Box 1174

Niwot, CO 80544

Sub Total: \$12,960.50

Freight: \$973.36

Estimated Tax:

Total: \$13,933.86

## Picnic Tables

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
EQUIP36	Pilot Rock Model UT/CB-8RB 8' Picnic Table <ul style="list-style-type: none"> <li>• 1.666" OD frame</li> <li>• Black Powder Coated Finish</li> <li>• Thermoplastic Coated Perforated Steel Tops &amp; Seats</li> </ul>	3	\$1,341.00	\$4,023.00	\$281.61
B24	Demo/Dispose of existing picnic tables per photos provided by client <ul style="list-style-type: none"> <li>• 05.052</li> </ul>	3	\$375.00	\$1,125.00	\$78.75
B24	Installation of new picnic tables per quotation <ul style="list-style-type: none"> <li>• 05.524</li> </ul>	3	\$637.50	\$1,912.50	\$133.88

## Replacement Slide

S.I.D. 23 - Westmont Neighborhood

CHURCHICH RECREATION — PO BOX 1174 NIWOT, CO 80544 — (303) 530-4414

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC EQUIP	Miracle Groove II Slide 6'6" Deck • 714-638-6U	1	\$2,900.00	\$2,900.00	\$203.00
B24	Demo/Dispose of existing straight slide Installation of new slide per quotation (6'6" Groove II Slide) • 20.0052	1	\$3,000.00	\$3,000.00	\$210.00

Sub Total: \$12,960.50

Freight: \$973.36

Total Estimated Tax: \$907.24

Grand Total: \$14,841.10

Company: SID23Signature: Mary McNamaraName: Mary McNamaraDate: May 21, 2024

## Please confirm or edit order information below.

## End User Company:

Professional Accounting c/o SID 23

## End User Contact:

## End User Email:

## Delivery Contact:

Mary McNamera

## Delivery Email:

## Delivery Phone:

## Delivery Address:

## Site Address:

## Bill To Email:

## Bill To:

Professional Accounting c/o SID 23,  
21104 Lincoln Blvd,  
Gretna, NE,  
68028

## Customer Reference #:

Continuous access will be provided to the installation crew for heavy equipment traffic without obstruction for installation of equipment, safety surfacing and any other materials or furnishings provided on this quotation throughout the installation. It is required that the site will be free of utilities and that excessive rock excavation will not be required and that the proper site grade has been completed prior to the arrival of the installation crew. Site photos will be required prior to dispatch of installation crew to jobsite. Confirmation of play pit dimensions per plans also required. Additional mobilization cost will be charged at a rate of \$2,850 per occurrence if site is not ready for the installation of the equipment. Core drilling or saw cutting of existing or new concrete or asphalt is not included unless specifically stated on the quotation and the installation of all furnishings and equipment not indicated as surface mount or portable should be scheduled for installation prior to concrete or asphalt construction or blocked out for in concrete forms.

Owner/Contractor will provide temporary safety/security fencing. (6' Chain link security fencing can be provided upon request at an additional cost.)

- The Owner/Contractor will be notified 24 hours prior to delivery whenever possible.
- It is assumed that all materials can be delivered to the jobsite, and the Owner/Contractor will provide a secure location to store the equipment prior to installation. Installation price does not include transportation of materials from a secondary secure delivery location to job site. (Secure storage can be provided upon request at an additional cost.)
- Delivery does not include lift-gate service, unless otherwise indicated on the quotation.
- Our installers will provide receipt and unloading of equipment whenever possible, when installation of said equipment is part of the contract.
- Lead-times vary by manufacturer and are subject to change without notice. Please provide firm shipment schedules at time of order, delivery dates requested beyond 180 days are subject price increases from suppliers for materials and freight.

This proposal contains standard General Liability and Workers Compensation coverage. Professional Liability insurance is not applicable, and subsequently not available. Any waivers of subrogation and primary no-contributory endorsement requirements require additional premium to the provider. Any additional such charges to our policies as a result of the awarding of a contract based upon this proposal will be passed through to you at your additional expense.

taxes, prevailing wages, permits, state or local approvals, performance/payment bond, engineering seals, testing, site preparation (to include demo/disposal of existing equipment & surfacing etc.), flatwork, crusher fines, or storage of equipment, security, fencing, or landscaping! Unless specifically stated on the quotation.

Please make all orders payable to:

**Churchich Recreation, LLC.**

All orders require tax-exempt certificate. All applicable tax will be added to final invoice. Payment terms are 50% Deposit, Balance Net 30 days with approved credit, Visa or MasterCard. RETAINAGE WILL NOT BE ALLOWED. A 4.5% convenience fee will be added to all credit card payments. No early payment discounts or retainage allowed. Quotation is valid for 30 days unless otherwise noted.

I hereby authorize Churchich Recreation, LLC. to ship the equipment listed above, and complete the specified tasks, for which I agree to pay the total amount specified. I acknowledge that I have read and agreed to the Terms and Conditions. Payment terms are 50% Deposit, Balance Net-30 days from invoice date with approved credit. RETAINAGE WILL NOT BE ALLOWED. Non-taxable customers must provide a proper tax exemption certificate to Churchich Recreation at the time of order or tax will be added to the final invoice. Purchase orders and contracts should be made to the order of Churchich Recreation, LLC, PO Box 1174, Niwot, CO, 80544. All Payment should be mailed to Churchich Recreation, LLC, PO Box 1174, Niwot, CO, 80544.

S.I.D. 23 - Westmont Neighborhood

CHURCHICH RECREATION — PO BOX 1174 NIWOT, CO 80544 — (303) 530-4414

May 23, 2024

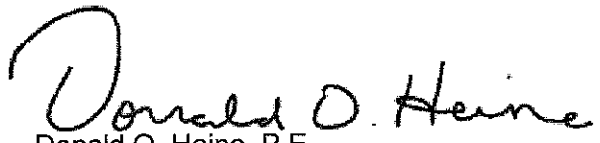
Chairman and Board of Trustees  
Sanitary and Improvement District No. 23  
of Sarpy County, Nebraska  
c/o Mr. Mark Johnson, Attorney  
Fullenkamp, Jobeun, Johnson & Beller, LLP  
11440 West Center Rd., Suite C  
Omaha, NE 68144

RE: Westmont – Emergency Paving Repair  
EMI Construction LLC, Invoice No. 012  
TD2 File No. 1690-101.63

Board Members:

Enclosed please find Invoice No. 012 from EMI Construction LLC in the amount of **\$4,500.00** for emergency paving repair as described. We recommend that payment be made directly to EMI Construction LLC at the address shown on their invoice.

Respectfully submitted,

  
Donald O. Heine, P.E.  
THOMPSON, DREESSEN & DORNER, INC.

DOH/alj

Enclosure

cc: EMI Construction LLC

# EMI Construction LLC

## INVOICE

Gustavo Cortes  
5312106398  
Emi.constructionxllc@gmail.com  
4322 Monroe St  
Omaha Ne 68107

### Bill To

SID 23 Westmont C/O TD2  
(402)895-4700  
10836 Old Mill Rd  
Omaha Ne 68154

Invoice #012

Due 06/19/2024  
Issued 05/20/2024

Description	QTY	Price, USD	Amount, USD
Cut diamond out around the manhole and pour concrete back.	1	\$4,500.00	\$4,500.00
Subtotal			\$4,500.00
Total			\$4,500.00

# INVOICE

**1210 Golden Gate Drive**  
**Papillion, NE 68046**  
Phone: 402-593-4133  
Fax: 402-593-4304  
[www.sarpy.gov](http://www.sarpy.gov)

Company: SID 23  
Address:  
Address:  
City, State, Zip:

INVOICE #	1739SWR
-----------	---------


INVOICE DATE: 3/8/2024

Attn:

**DUE DATE:** upon receipt

DESCRIPTION	Qty	Rate	Amount
Feb 2024 Customer Charge Hand Billing	1	\$ 15.48	\$ 15.48
Feb 2024 Sarpy Co Sewer Use Billing / SID 23	1	\$ 9,669.15	\$ 9,669.15
Feb 2024 Omaha National Cemetery	1	\$ 554.090	\$ 554.09
<b>Subtotal</b>			<b>\$ 10,238.72</b>
<b>TOTAL DUE</b>			<b>\$ 10,238.72</b>

Please make checks payable to: **Sarpy County**  
and remit to:



Payments/Credits \$ -

Please make checks payable to: **Sarpy County**  
and remit to:



Mikala Gansemer  
Sarpy County Fiscal Administration  
1210 Golden Gate Drive  
Papillion, NE 68046

# INVOICE

**1210 Golden Gate Drive**  
**Papillion, NE 68046**  
Phone: 402-593-4133  
Fax: 402-593-4304  
[www.sarpy.gov](http://www.sarpy.gov)

Company: SID 23  
Address:  
Address:  
City, State, Zip:

INVOICE # **1754SWR**

**INVOICE DATE:** 5/8/2024

Attn:

<b>DUE DATE:</b>	upon receipt
------------------	--------------

[illegible]

# CITY OF OMAHA

Page 1 of 1

1819 FARNAM STREET  
BILLING DIVISION  
OMAHA NE 68183  
CONTACT: (402) 444-5453

REMIT TO:

CITY OF OMAHA CASHIER  
1819 FARNAM STREET  
RM H10  
OMAHA NE 68183

BILL TO:

SARPY CO SID 23  
11440 W CENTER RD #C  
OMAHA NE 68144

SHIP TO:

CUSTOMER NUMBER : 28685	TERMS : 30 NET	INVOICE NUMBER : 245237	DUE DATE : 22 JUN 24
TRANSACTION TYPE : SEWER BILLING		INVOICE DATE : 23-MAY-24	TOTAL DUE : \$298.21

PLEASE RETURN TOP PORTION WITH REMITTANCE

INVOICE NUMBER: 245237 DATE: 23-MAY-24 DUE DATE: 22-JUN-24 TOTAL COUNT: 2 TOTAL DUE: \$298.21				
ITEM	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	SEWER BILLING - 6.47, 50.780, 3.851 - MARCH 2024	1.0000	\$282.66	282.66
2	SEWER BILLING SALES TAX	1.0000	\$15.55	15.55

## May 2024 Accounts Receivable

Pick up water payments.  
Make necessary deposits at the courthouse.

Mileage 100miles @ .67 per mile \$ 67.00

Posting of water payments, reconciling spreadsheet  
adding all checks, making necessary  
deposits at the courthouse.

Adding online payments to payment record  
Payment research on delinquent accounts

34 hrs. @ \$30.00 \$ 1020.00

Misc. Expenses (in person payments,  
phone calls, e-mails, monthly subscriptions, working  
with shut offs, research delinquent accounts bank transfer).

8.5 hrs. @ 30.00 \$ 255.00

**Total Amount Due \$ 1342.00**

Thank you  
June Jordening

BILL TO: Westmont S I D 23  
11802 Westmont Dr  
Omaha Ne, 68138

May, 2024		
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[illegible]

**G. F. Pesek, Inc.**

**3806 North 269<sup>th</sup> Ave. Valley, NE 68064**

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Westmont, SID #23  
4-W-1

4/30/2024

---

Backup operator services for April--\$350.00

Install Master Water Meter—North Well—Layne-Replace valves—Unload  
spare motor in South Well house    \$360.00

Total    \$710.00

# Professional Accounting

21104 Lincoln Blvd

Gretna, NE 68028

Tel (402)871-6991



**American  
Accounting  
Association**

**INVOICE**

**05/31/2024**

**BILL TO**

**S.I.D. #23**

**11802 Westmont Drive**

**Omaha, NE 68138**

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	<b>Prepare Budget Tracking May 2024</b>	<b>95.00</b>	<b>95.00</b>
	<b>Prepare May 2024 Water Billing</b>	<b>783.90</b>	<b>783.90</b>
	<b>Postage 402 @ .60</b>	<b>241.20</b>	<b>241.20</b>
	<b>Prepare Sales Tax for April 2024</b>	<b>175.00</b>	<b>175.00</b>
	<b>May Reports</b>	<b>275.00</b>	<b>275.00</b>
	<b>Meetings Phone, Etc.,</b>	<b>275.00</b>	<b>275.00</b>

**SALES TAX**

**SHIPPING & HANDLING**

**TOTAL DUE**

**\$1,845.10**

Bills are Due upon Receipt. If  
paid after 10<sup>th</sup> day there will be  
a late fee of 1.5 % assessed.

June 4, 2024

Chairman and Board of Trustees  
Sanitary and Improvement District No. 23  
of Sarpy County, Nebraska  
c/o Mr. Mark Johnson, Attorney  
Fullenkamp, Jobeun, Johnson & Beller, LLP  
11440 West Center Rd., Suite C  
Omaha, NE 68144

RE: 2024 Paving Reconstruction  
Westmont  
TD2 File No. 1690-108.4

Board Members:

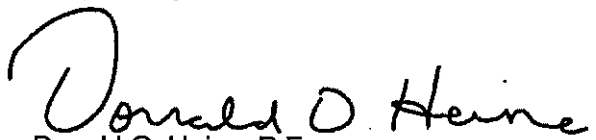
Bids were received at our office on June 3, 2024, for the construction of the 2024 Paving Reconstruction project.

Swain Construction, Inc. of Omaha, Nebraska, was the low bidder in the amount of \$1,358,812.90.

Swain Construction, Inc. is a qualified contractor, and we recommend that the contract be awarded to it contingent upon submittal of the required bonds and certifications.

A tabulation of all bids received is enclosed.


Respectfully submitted,

  
Donald O. Heine, P.E.  
THOMPSON, DREESSEN & DORNER, INC.

DOH/slh

Enclosure

cc: Swain Construction, Inc.

SUBMITTED PROPOSALS & COSTS									
Date of Bid: June 3, 2024 Client: S.&I.D. No. 23, Sarpy County, NE Project: 2024 Paving Reconstruction S.I.D. No. 23, Sarpy County, NE Eng Estimate: \$1,803,500 Bid Bond: \$90,175 TD2 File No.: 1690-108									
 Thompson, Dreessen & Dornier, Inc.				Bidder: Swain Construction, Inc. 8002 N. 88th Circle Omaha, NE 68164 402-571-1110 <a href="mailto:josh@swainomaha.com">josh@swainomaha.com</a>		Bidder: Navarro Lawn & Landscape (NLL) 8535 Madison Street Ralston, NE 68127 402-660-0793 <a href="mailto:john.navarro.nll@gmail.com">john.navarro.nll@gmail.com</a>		Bidder: B&W Co., Inc. 2340 Keystone Drive Omaha, NE 68134 402-393-2880 <a href="mailto:mjacobs@bwcoinc.com">mjacobs@bwcoinc.com</a>	
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Remove Existing Pavement and Replace with 9" Uniform Thickness PCC Paving	19,750	SY	\$68.29	\$1,348,727.50	\$90.50	\$1,589,875.00	\$93.85	\$1,859,537.50
2	Remove and Replace Subgrade, if necessary	75	CY	\$22.01	\$1,650.75	\$14.00	\$1,050.00	\$20.00	\$1,500.00
3	Rout and Seal Pavement Cracks	1,500	LF	\$1.92	\$2,880.00	\$1.00	\$1,500.00	\$3.75	\$5,625.00
4	Remove Existing Sidewalk and Shelter Paving and Replace with 5" Uniform Thickness PCC Paving	80	SF	\$2.63	\$210.40	\$1.00	\$80.00	\$1.00	\$80.00
5	Construct 5" Uniform Thickness PCC Sidewalk	80	SF	\$8.90	\$712.00	\$6.00	\$480.00	\$6.00	\$480.00
6	Construct PC Concrete Curb Ramp with Detectable Insert and Maneuvering Landing, Complete in place	5	EA	\$428.05	\$2,140.25	\$700.00	\$3,500.00	\$1,275.00	\$6,375.00
7	Sod, in place	2,800	SF	\$0.89	\$2,492.00	\$1.00	\$2,800.00	\$1.00	\$2,800.00
TOTAL BID:					\$1,358,812.90		\$1,599,285.00		\$1,870,397.50

**Trustees:****Mary McNamara, Clerk****Jeannine Glesmann, Chairwoman and Compliance Officer****Jason Henley, Trustee****Paula Ann Bidrowsky, Trustee****Patricia Drummond, Trustee****June Jordening, Accounts Payable Clerk****Gary Shepherd, Accountant****Michael Quinn, Quinn Services**

<b>Fund Balances:</b>	<b>April 2024</b>
General Fund:	\$358,989.36
Bond Fund:	\$288,561.57
o/s Bonds:	\$2,040,000.00

<b>Valuation 2023/24</b>	<b>\$77,264,821</b>	<b>(\$63,498 growth)</b>
General Fund	\$309,059.29	\$0.400000
Bond Fund	\$162,256.12	\$0.210000
Total	\$471,315.41	\$0.610000

**AGENDA**

Sanitary and Improvement District No. 23 (Westmont) of Sarpy County, Nebraska; Meeting to be held June 4, 2024, at 6:30 p.m. – Westmont Elementary School, 13210 Glenn St, Omaha, Nebraska:

1. Call to Order and Roll Call.
2. Present Open Meetings Act.
3. Set Next Meeting Date, time and location.
4. Bluestem Capital Partners Inc., Report.
5. Present, vote on and approve the ROW Dedication Property Agreement between the District and Metropolitan Community College.
6. Present, vote on and approve the Temporary Grading and Construction Easement between the District and Metropolitan Community College.
7. Present statements, vote on and approve payment from the Construction Fund Account of the District for the following:
  - a) Thompson, Dreessen & Dorner, Inc., for engineering services in \$4,742.61 connection with the Water Meter Replacement project.  
163650 – Water Meter Replacement project.
  - b) Thompson, Dreessen & Dorner, Inc., for engineering services in 85,154.01 connection with the 2024 Pavement Reconstruction project.  
163651 – 2024 Pavement Reconstruction project

**Total \$89,896.62**

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

a)	Omaha Public Power District for electrical services. Acct. #6804100060	\$2,292.18
b)	Thompson, Dreessen & Dorner, Inc., for engineering services. 163413 163649	5,208.00 \$1,340.00 \$3,868.00
c)	Kersten Construction Inc., for the prepping and pouring back the concrete sidewalk at 13416 Carpenter Street repair from January 2024. 33536	2,904.75
d)	AmeriLawn for mowing services. LWN24-14499 LWN24-14681 LWN24-14719 LWN24-14847 LWN24-15017	3,250.00 \$675.00 \$675.00 \$550.00 \$675.00 \$675.00
e)	J&M Trees for tree removal. INV0007	300.00
f)	Churchich Recreation for playground repairs. Quote Number Q-07767	14,841.10
g)	EMI Construction LLC for emergency paving repairs. 012	4,500.00
h)	Sarpy County for February and April sewer use billing. 1739SWR February 1754SWR April	20,538.01 \$10,238.72 \$10,299.29
i)	City of Omaha for March sewer billing. 245237	298.21
j)	June Jordening for May accounts receivable services and spring garden maintenance. Accounts Receivable - May	1,342.00
k)	Mary McNamara for May Clerk Fees and reimbursements. (net). Clerk Fees - May	92.35
l)	Fullenkamp, Jobeun, Johnson & Beller Trust Account for IRS withholdings.	7.65
m)	Quinn Services for May operator services.	6,040.00

	May operator services	
n)	G.F. Pesek for April back-up operator services.	710.00
	Back-up operator services - April	
o)	Professional Accounting for May accounting services.	1,845.10
	May accounting services	
	<b>Total</b>	<b>\$64,169.35</b>

9. Attorney & Engineering Items.
10. Approve Resolution of Necessity for the 2024 Paving Reconstruction.
11. Present bid tabulations for the 2024 Paving Reconstruction, vote on and award contract to the lowest bidder, Swain Construction Inc., in the amount of \$1,358,812.90.
12. Report from Quinn Services.
13. Report from Account Receivable Clerk.
14. Report from Professional Accounting Services.
15. Other various items pertaining to the District.
16. Adjournment.