



Account Number	Due Date	Total Amount Due
6723000050	Apr 28, 2022	\$4,044.75

Customer Name: SID 5 CASS
Statement Date: April 8, 2022

Billing Information for service address: 19457 TREASURE ISLAND RD, PUMP PLATTSMOUTH NE

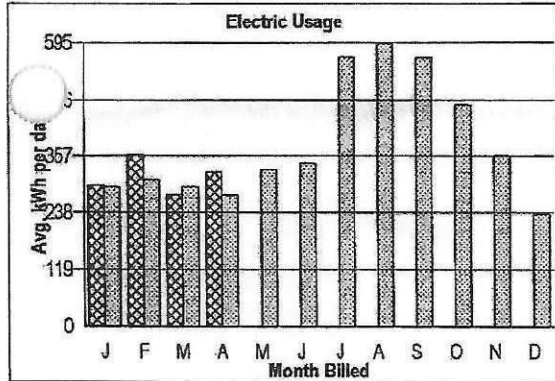
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier		
General Service Demand	3-7-22	4-4-22	8267803	11091	11185 Actual	94	96	kWh	9024
Billing Demand								KW	84.00

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2022 ☒	28	9024	322	52	29
2021 ☒	28	7680	274	59	37

Actual Demands	84.38KW	0.00KVA	100.00%PF
Monthly Service Charge		19.86	
Demand Revenue		451.92	
kWh Usage		535.12	
Fuel And Purchased Power Adjustment		16.78	
Sales Tax		56.30	
Total Charges		\$1,079.98	

Your average daily electric cost was: \$38.57



Account Number	Due Date	Total Amount Due
6723000050	Apr 28, 2022	\$4,044.75

Customer Name: SID 5 CASS
 Statement Date: April 8, 2022

Billing Information for service address: 27 BUC BAY B17 PLATTSMOUTH NE

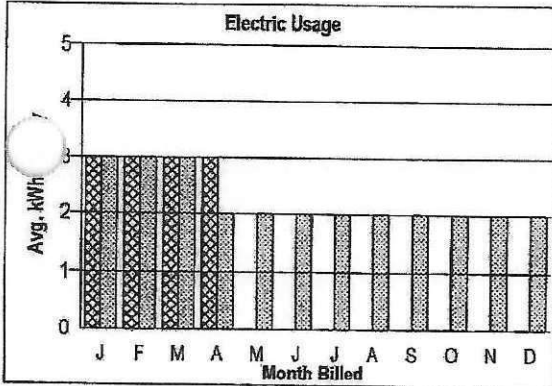
Rate	Billing Period		Meter Number	Meter Reading				Usage
	From	To		Previous	Present	Difference	Multiplier	
General Service Non-Demand	3-7-22	4-4-22	6913585	12392	12462 Actual	70	1	kWh 70

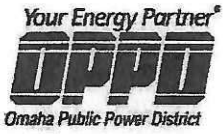
Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2022 <input checked="" type="checkbox"/>	28	70	2	52	29
2021 <input type="checkbox"/>	28	63	2	59	37

Monthly Service Charge	33.00
kWh Usage	5.52
Fuel And Purchased Power Adjustment	0.13
Sales Tax	2.13
Total Charges	\$40.78

Your average daily electric cost was: \$1.46





Account Number	Due Date	Total Amount Due
6723000050	Apr 28, 2022	\$4,044.75

Customer Name: SID 5 CASS
Statement Date: April 8, 2022

Billing Information for service address: 28 BUC BAY B15, LEFT PLATTSMOUTH NE

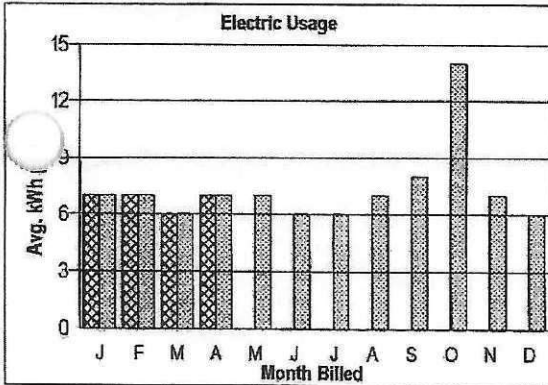
Rate	Billing Period		Meter Number	Meter Reading				Usage
	From	To		Previous	Present	Difference	Multiplier	
General Service Non-Demand	3-7-22	4-4-22	2227226	12583	12783 Actual	200	1	kWh 200

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2022 ☒	28	200	7	52	29
2021 ☒	28	200	7	59	37

Monthly Service Charge	33.00
kWh Usage	15.78
Fuel And Purchased Power Adjustment	0.37
Sales Tax	2.70
Total Charges	\$51.85

Your average daily electric cost was: \$1.85



Account Number	Due Date	Total Amount Due
6723000050	Apr 28, 2022	\$4,044.75

Customer Name: SID 5 CASS
 Statement Date: April 8, 2022

Billing Information for service address: 3490 BUCCANEER BLVD PLATTSMOUTH NE

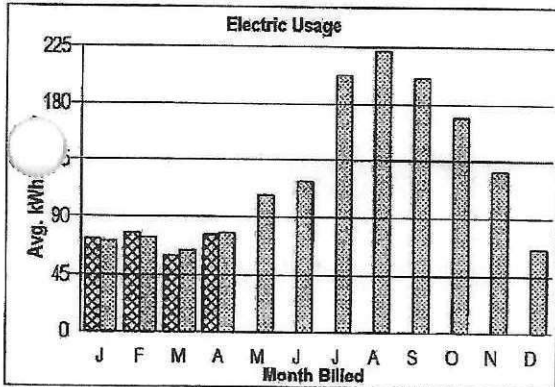
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier	kWh	
General Service Non-Demand	3-7-22	4-4-22	7653940	422794	424921 Actual	2127	1	kWh	2127

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2022 ☒	28	2127	75	52	29
2021 ☐	28	2153	76	59	37

Monthly Service Charge	33.00
kWh Usage	167.82
Fuel And Purchased Power Adjustment	3.96
Sales Tax	11.26
Total Charges	\$216.04

Your average daily electric cost was: \$7.72



Account Number	Due Date	Total Amount Due
6723000050	Apr 28, 2022	\$4,044.75

Customer Name: SID 5 CASS
 Statement Date: April 8, 2022

Billing Information for service address: 5050 BUCCANEER BLVD PLATTSMOUTH NE

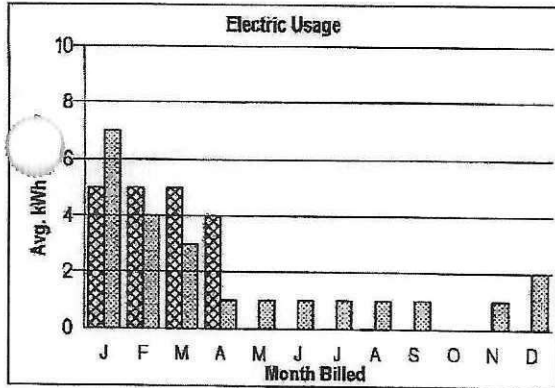
Rate	Billing Period		Meter Number	Meter Reading				Usage
	From	To		Previous	Present	Difference	Multiplier	
General Service Non-Demand	3-7-22	4-4-22	6913544	44131	44246 Actual	115	1	kWh 115

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2022 ☒	28	115	4	52	29
2021 ☒	28	37	1	59	37

Monthly Service Charge	33.00
kWh Usage	9.07
Fuel And Purchased Power Adjustment	0.21
Sales Tax	2.33
Total Charges	\$44.61

Your average daily electric cost was: \$1.59



Wojo's Outdoors & Custom
Waterfronts LLC
Smyth, NE 68048
(402) 557-0900
wojosoutdoors@gmail.com

Invoice 1048



BILL TO
SID 5 (Dan Brandt)

DATE 04/16/2022	PLEASE PAY \$1,704.00	DUE DATE 05/02/2022
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DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
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DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/2022	Installation of Roadway Traffic Signs	<p>Ref: Bob Carr - SID Roads</p> <p>Spring continuation of SID 5 signs and repairs with additional added from B. Carr.</p> <ul style="list-style-type: none"> - Install new pole with hardware and break-away base, straightened stop sign at Bay Cir and T.I. Rd - Install new pole with hardware and break-away base, straightened stop sign at Lakeside Dr and Bucc Blvd. (east). - Install new no parking sign with pole and break-away base on Lakeside Dr near 2912 Lakeside Dr. - Straighten Speed limit sign and replace pole with break-away base on N side of Bucc Blvd near Island Drive - Install new pole with hardware and break-away base, straightened stop sign at Bucc Blvd and Ewel Ct. - Repair / Replace Stop sign / No parking sign at Ridgeway Rd and Bucc Blvd - Repair no parking sign near 3308 Davy Jones Dr from Snow Plow Damage - Install new no parking sign near 3118 Davy Jones Dr (bottom of hill N side). -Install new pole with hardware and break-away base, straightened No park sign near 19410 Davy Jones Cir (snow plow or car ran through it debris removed) - Straighten / repair stop sign on the corner of Bucc Blvd and Lakeside Dr (west) - *** Removal / Haul away of the large Pine tree that had fallen between Lakeside Dr and Bucc Blvd. No charge for this service as a "thank you" for understanding delays encountered on roadway sign repairs. 	1	1,704.00	1,704.00
SUBTOTAL					1,704.00
TAX					0.00
TOTAL					1,704.00
TOTAL DUE					\$1,704.00

THANK YOU.



INVOICE

Invoice No. 0040117
Account No. 5081/6081
Invoice Date 4/15/2022

Buccaneer Bay/SID#5, Cass County
19457 Treasure Island Road

Previous Balance	\$0.00
Invoice Total	\$9,808.81
Balance Due	\$9,808.81

Plattsmouth NE 68048

Recent payments may not be reflected in totals.

Questions? (402) 344-4800 ext 7013

Due 1st of Month

Water/Wastewater Monthly Service, May	\$5,112.00
Utility Billing Statements mailed,	\$2,230.08
1st Quarter Sales Tax	\$2,397.73
Cost of Lab - NDHHS	\$69.00

Please tear here: _____

Please mail payment (checks only) to:

PeopleService, Inc
ATTN: Account Receivable
209 S 19th ST STE 555
OMAHA NE 68102-1758

Buccaneer Bay/SID#5, Cass County

Inv No. 0040117

Balance Due \$9,808.81

Amount Paid: _____

Please put Invoice number on your check and return payment stub with your remittance



Good Life. Great Mission.

Public Health
Environmental Lab

Invoice

Invoice 550002
Date 3/15/2022
Client NE3120035
NIS Acct # 597916
PO

Invoice To CASS CO SID 5 - BUCCANEER BAY
MIKE ADAIR
C/O PEOPLE SERVICE INC
209 S 19TH ST, STE 555
OMAHA, NE 68102

INVOICE TOTAL \$60.00
DUE DATE 4/14/2022

CC

Please remit this portion with your payment and keep original for your records.

Description	Qty	Unit Price	Extended Price
Coliform by Colilert	4	\$15.00	\$60.00
INVOICE TOTAL			\$60.00

Charge Details for Invoice 550002, NIS Acct # 597916, PO #

Lab ID/Sample ID	Collected	Location	Collector	Charge
782911/782911	2/21/2022 11:35	2E	MESSER, LANCE	
Coliform by Colilert				\$15.00
Routine			Sub Total	\$15.00
782912/782912	2/21/2022 11:55	1E	MESSER, LANCE	
Coliform by Colilert				\$15.00
Routine			Sub Total	\$15.00
787405/787405	3/2/2022 09:40	2A	LANCE MESSER	
Coliform by Colilert				\$15.00
Routine			Sub Total	\$15.00
787406/787406	3/2/2022 09:55	1A	LANCE MESSER	
Coliform by Colilert				\$15.00
Routine			Sub Total	\$15.00

All invoices are net 30 days. Electronic Check Re-resentation Policy: In the event that your check is returned unpaid for Non-Sufficient funds, the Treasurer's office may re-present your check once more, electronically. In the ordinary course of business, your check will not be provided to you with your bank statement, but a copy can be retrieved by contacting your financial institution.

The Nebraska Public Health Environmental Laboratory has provided you or your facility with water testing services as requested. The laboratory is funded solely by the fees collected from each facility or individual using these services and is not subsidized by state tax funds. In order to continue to provide this testing service to you or your facility, we must receive timely payment of your invoices. Please submit a payment for your invoice within 30 days of receipt or contact the lab at 402-471-8441 to set up a payment plan.

Remit To Nebraska Public Health Environmental Lab
3701 S 14th St
PO Box 22790
Lincoln, NE 68502

1-26-08-6081 -415-091 -\$ 60.00
3.21.22
1-26-06- -415- -\$

Roger K. Johnson

506 Main Street
Plattsmouth, NE 68048

Invoice To:
Sanitary & Improvement District No. 5
19457 Treasure Island Road
Plattsmouth, NE 68048

Payable To:
506 Main Street
Plattsmouth, NE 68048

INVOICE

Invoice # 225
Date: 04/01/2022
Due On: 05/01/2022

Invoice Number	Total
225	\$2,646.00
Subtotal	\$2,646.00
Tax	\$0.00
Interest	\$0.00
Amount Due	\$2,646.00



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Account number 090963225	Telephone number 402-298-8850	Invoice date March 16, 2022
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Please call Kinetic Business by Windstream or visit our website.
 For Sales/Billing/Account Changes: 1-833-241-0100
 For Repair/Technical Support: 1-833-241-0100
 Website: kineticbusiness.com

SANITARY & IMPROVEMENT
 DISTRICT NO 5 OF CASS COUNTY
 19457 TREASURE ISLAND ROAD
 PLATTSMOUTH NE 68048-7120

Service At-A-Glance

Previous Bill	\$56.14
Payments/Adjustments thru 03/14	\$57.35 CR
Amount Previously Due	\$1.21 CR
Current Charges Due - 04/04/22	\$64.83
Total Amount Due	\$63.62

Use of the Services constitutes your agreement to Windstream's Terms and Conditions maintained at windstream.com/terms, or you may request a copy by calling the number at the top of the bill. See "Windstream Customer Message" section on this bill for any recent changes to Windstream's Terms and Conditions. If you are a business customer with an existing contract, those contract terms will control.

Pay My Bill

On-line: For easy payments 24 hours a day, visit my.windstream.com.
In person: To find a retail store location near you, visit windstream.com/support.
By Mail: Send your check and payment slip to the address below.
By Phone: For automated payments or to speak to a representative, call the number above.

Detach and return this payment slip with your check payable to WINDSTREAM NEBRASKA INC.

ATTN: SUPPORT SERVICES
 1720 GALLERIA BLVD
 CHARLOTTE, NC 28270

Address Service Requested



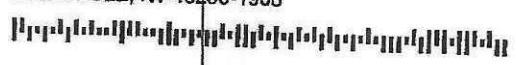
Account number 090963225	Telephone number 402-298-8850	Due date April 04, 2022
Amount Due		\$63.62
Payment enclosed	\$ <input type="text"/>	

8624010296 PRESORT PBPS006

 SANITARY & IMPROVEMENT
 DISTRICT NO 5 OF CASS COUNTY
 19457 TREASURE ISLAND ROAD
 PLATTSMOUTH NE 68048-7120

111 090963225 9

WINDSTREAM
 PO BOX 9001908
 LOUISVILLE, KY 40290-1908



Check here for address changes noted on reverse side.

7000111000000009096322592203130000000636290

Go Paperless Today!

Why go Paperless?

1. Convenience - Windstream offers the convenience of online bill pay and auto draft through Windstream Online.
2. Accessibility - Receiving your bills via the Internet allows you to check your statements instantly from anywhere. So, no more worrying about the ability to make your payments on time if you are out of town!
3. Environment - Reduce your footprint by eliminating your paper bills. By signing up for paperless billing, you will be contributing to the reduction of paper usage, saving millions of trees, reduction of greenhouse gases, decrease in waste water production, and saving gasoline due to less delivery of paper bills.

Make your life easier while helping to save the Earth by signing up for paperless billing today!

Go to my.windstream.com to register today!

LESS TIME PAYING YOUR BILL!

Windstream offers automatic payment options to make paying your bill easier. Set up AUTO PAY using your bank account. This allows your Windstream payments to be drawn directly from your preferred bank account.

- No more stamps
- No more checks to write
- No more worrying about late payments

It's free and you can still receive your paper bill or go green with paperless billing. Register today at my.windstream.com or call Windstream Customer Service.

Important Information for Customers Paying by Check

Windstream may convert your payments by check to an electronic Automated Clearinghouse (ACH) debit transaction. The debit transaction will appear on your bank statement, although your check will not be presented to your financial institution or returned to you. This ACH debit transaction will not enroll you in any Windstream automatic debit process and will only occur each time a check is received. Any resubmissions due to insufficient funds may also occur electronically.

Please be aware that all checking transactions will remain secure, and payment by check constitutes acceptance of these terms.

We value your business and appreciate you selecting Windstream as your telecommunications provider.

Información importante para los clientes que pagan por cheque

Windstream puede convertir sus pagos por cheque a una transacción electrónica automática de débito (ACH en inglés). La transacción del débito aparecerá en su estado de cuenta del banco, aunque no se presentará su cheque a su institución financiera ni se le devolverá a usted. Esta transacción electrónica automática de débito no le inscribirá a usted en ningún proceso de débito automático de Windstream y solamente ocurrirá cada vez que se reciba un cheque. Cualquier reentrega debida a fondos insuficientes también podrá ocurrir electrónicamente.

Por favor tenga en cuenta que todas las transacciones de la cuenta corriente serán seguras y el pago por cheque constituye la aceptación de estas condiciones.

Agradecemos que sea nuestro cliente y apreciamos que haya elegido a Windstream como su proveedor de telecomunicaciones.

eCheck authorization: By entering the 5-digit zip code from my bill when paying by phone, I hereby authorize Windstream and the financial institution designated by me to charge the account I have specified for payment of my Windstream services. I understand that a fee will be charged to my Windstream account for each request returned unpaid. If two requests are returned unpaid, I will be excluded from this option. In addition, I understand that Windstream and the financial institution reserve the right to terminate this payment option. This authorization can be revoked by notifying Windstream at the customer service number listed on my bill prior to 4:00 P.M. EST on my specified payment date.

For a complete description of fees and taxes included on your bill, please visit windstream.com/billinfo.
Para obtener una descripción completa de las tarifas e impuestos incluidos en su factura, visite windstream.com/billinfo.

Return this portion with your payment.

Change of Address Effective Date ___ / ___ / ___

Name _____

Attention _____

New Address _____ Apt/Suite# _____

City _____ State _____ Zip _____

Business Phone _____ Home Phone _____

Windstream representatives are happy to answer your questions or concerns related to billing or service. To contact us, please call the number located at the top of page one. To view customer service hours by state and answers to FAQs, visit windstream.com/support.

Account number 090963225	Telephone number 402-298-8850	Invoice date March 16, 2022
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SUMMARY OF PAYMENTS AND ADJUSTMENTS

PAYMENTS -02/28/22	57.35 CR	
TOTAL PAYMENTS AND ADJUSTMENTS		57.35 CR

SUMMARY OF CURRENT CHARGES BY SERVICE PROVIDER

WINDSTREAM	51.92	
WINDSTREAM COMMUNICATIONS	12.91	
CURRENT CHARGES DUE 04/04/22		64.83

WINDSTREAM DETAIL OF CURRENT CHARGES

Service from 03/13/22 to 04/12/22
Toll charge inquiries call 1-833-241-0100

SERVICES

1 BILLED NUMBER SCREENING NO CHG	.00	
1 ACCESS LINE BUSINESS	31.99	
1 NON-PUBLISHED NUMBER	3.50	
1 NO TELEMARKETING	.00	
1 ENHANCED LOCAL CALLING AREA	.00	
TOTAL SERVICES		35.49

SURCHARGES AND OTHER FEES

ACCESS CHARGE PER FCC ORDER	5.33	
ACCESS RECOVERY CHARGE SLC	2.50	
E911 CCASS COUNTY	1.00	
FEDERAL UNIVERSAL SERVICE FEE	1.97	
NE UNIVERSAL SERVICE	1.75	
TELECOM RELAY SURCHARGE	.03	
TOTAL SURCHARGES AND OTHER FEES		12.58

FEDERAL TAX	1.36	
STATE TAX	2.49	
TOTAL TAXES		3.85

TOTAL WINDSTREAM CHARGES **51.92**

WINDSTREAM COMMUNICATIONS DETAIL OF CURRENT CHARGES

Toll charge inquiries call 1-833-241-0100

SERVICES

1 SWITCHED ONE PLUS SERVICE	.00	
TOTAL SERVICES		.00

SURCHARGES AND OTHER FEES

INTERSTATE SERVICE FEE	9.87	
FEDERAL UNIVERSAL SERVICE FEE	2.49	
REGULATORY ASSESSMENT SURCHRG	.55	
TOTAL SURCHARGES AND OTHER FEES		12.91

TOTAL WINDSTREAM COMMUNICATIONS CHARGES **12.91**

SERVICE PROVIDER(S)

Your InterLATA long distance carrier(s) are*:
WINDSTREAM COMMUNICATIONS 1-833-241-0100

Your IntraLATA long distance carrier(s) are*:
WINDSTREAM COMMUNICATIONS 1-833-241-0100

Your Local carrier is*:
WINDSTREAM NEBRASKA INC 1-833-241-0100

* If you have multiple telephone numbers, further information concerning long distance carrier assignments for those additional lines are on record with your local business office.

REGULATORY INFORMATION

Failure to pay the total amount due for basic local service could result in suspension of those services and may be subject to collection actions. To avoid suspension of your basic local service, you must pay \$ 51.92

Non-payment of all other non-basic services may result in the suspension of those services and may be subject to collection actions, but will not result in the suspension of your basic local service.

WINDSTREAM CUSTOMER MESSAGE

A 1.3% late payment charge with a \$25 monthly maximum will be assessed on any balance not paid by the due date.

If not paid on time, a late payment collection fee of \$12.00 will apply to any past due Internet balance.

Online payments must be made by 4:00 pm eastern time in order to post for the current day.

Windstream reserves the right to delete your windstream.net email account, without notice, if unused for one hundred and eighty (180) consecutive days. The contents of the email account will be unrecoverable once the account has been deleted.

Account number	Telephone number	Invoice date
090963225	402-298-8850	March 16, 2022

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TREKK Design Group
 1411 E 104th Street
 Kansas City, MO 64131
 816.874.4655



PeopleService, Inc
 Mike Adair
 209 S 19th Street, Suite 555
 Omaha, NE 68102

Invoice number 22-000167
 Date 03/31/2022

Project 12-045 12-045 PeopleServic - On Call

Services through 03/15/2022

Code 5081 Buccaneer Bay/SID #5 - Hourly

Labor Fees

	Hours	Rate	Billed Amount
Billable Labor			
Senior Field Technician	2.00	85.00	170.00
Field Technician I	8.00	85.00	680.00
Cleaning Truck 11			
Field Technician I	8.00	250.00	2,000.00
Cleaning Truck 13			
Field Technician I	14.00	250.00	3,500.00

EXPENSES

	Units	Rate	Billed Amount
Disposals	1.00	50.00	50.00
	8.00	50.00	400.00
Subtotal			450.00
Phase subtotal			6,800.00

Invoice total **6,800.00**

Code 5081 Buccaneer Bay

Date: 3-9-22

Location: Buccaneer Bay, Treatment Plant

Ordered by: Lance Messer, People Service

Description: Pump Treatment Plant. 2 hours with JetVac and Operator. 2 hours with Field Tech. Take 1 load to Omaha Treatment Plant (1 disposal fee). Had to leave early for Omaha emergency.

Date: 3-10-22

Location: Buccaneer Bay, 3118 Davy Jones Drive

Ordered by: Lance Messer, People Service

Description: Emergency call out for plugged sewer. 4 hours with JetVac and Operator.

Date: 3-11-22

Location: Buccaneer Bay, Treatment Plant

Ordered by: Lance Messer, People Service

Description: Pump Treatment Plant. 8 hours with JetVac and Operator, 8 hours with a second JetVac and Operator. 8 hours with Field Tech. Take 8 total loads to Omaha Treatment Plant (8 disposal fees).

Sargent Drilling

846 S 13th
PO Box 367
Geneva NE 68361
402-759-3902

Invoice#: 28254

Date: 03/30/2022

Cass Co SID #5
2095 19th St., Ste. 555
Omaha , NE 68102

Project: Buccaneer Bay 22-096 MR

Well Rehabilitation

Terms: Due upon receipt

P. O. #:

Description	Amount	Taxable Items
Labor to pull and set pump	3,500.00	N
2- Video surveys	3,000.00	Y
1- Sonar jet treatment	2,152.00	Y
1- Redevelopment treatment	3,475.00	Y
1- Sodium hypochlorite treatment	1,886.00	Y
Labor to surge, bail and test pump well	2,400.00	N
Coliform samples	1,600.00	N
Mobilization	944.00	N
Subtotal (\$18,957.00)		

1 1/3% interest per month will be assessed on past due accounts.

Thank you for your business!

Non-Taxable Amount:	8,444.00
Taxable Amount:	10,513.00
Sales Tax:	578.22
Amount Due	19,535.22



Fremont's Finest

WEESE PLUMBING & EXCAVATING

**620 MARVIN COURT
FREMONT, NE 68025**

402-721-6908

INVOICE

Date	Invoice #
4/4/22	18359
Due Date	
5/4/22	
Phone 402-721-6908	

Bill To
People Service Inc. 209 S 19th St Ste#555 Omaha, NE 68107

P.O. No.	Terms	Project
	Net 30	

Description	Qty	Rate	Amount
HS - 19457 Treasure Island Rd - SID #5 - Buccaneer Bay (Plattsmouth sewer treatment plant) 2" 909 backflow needs replaced. Seems to have froze and broke. Lance called it in Installed new 2" 009 RPZ			
Labor - Journeyman Plumber	2	97.00	194.00
Trip Charge	2	88.00	176.00
Backflow - Watts LF009-M2QT 2"	1	1,136.81	1,136.81
Nipple - Brass 2" x Close	2	23.77	47.54
Backflow Prevention Test	1	97.00	97.00

Subtotal	\$1,651.35
Sales Tax (0.0%)	\$0.00
Total	\$1,651.35
Payments/Credits	\$0.00
Balance Due	\$1,651.35

Owner/Contact Name: People Service Phone #: _____ Test completed
 Business Name: Buccanear Bay Test failed
 Service Address: 19457 Treasure Island Rd. Plattsmouth, NE Retest after repair
 Account No. _____

Service Type: Annual Test New Installation Replaced Device Relocated Device
 Device Type: DC RPP PVB
 Size: 2 Manufacturer: Watts Model: 009 Serial #: 189791
 Location at Property: Sewer Treatment Plant inside shed Repair Notes if Applicable: _____
 Old Serial # & Make (if replaced): 431759 Original Location (if relocated): _____

Check Valve #1	Check Valve #2	Pressure Relief Valve	PVB/SVE
INITIAL TEST			
Held at _____ PSID	Held at _____ PSID	Opened at _____ PSID	Air Inlet _____
Leaked <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Closed Tight <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Did not open	Opened at _____ PSID
Cleaned	Leaked <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Cleaned	Did not open
Replaced	Cleaned	Replaced	Check Valve
	#2 Shut Off Closed Tight <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		Hold at _____ PSID
			Leaked
			Cleaned
			Replaced
FINAL TEST			
Closed Tight <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Closed Tight <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Replaced <u>3.2</u> PSID	Check Valve _____ PSID
<u>8</u> PSID	<u>1.2</u> PSID		Air Inlet _____ PSID

Prevents backflow from:

<input type="checkbox"/> Carbonator	<input type="checkbox"/> Water cooled compressor	<input type="checkbox"/> Photo developer	<input type="checkbox"/> Humidifier
<input type="checkbox"/> Lawn Sprinkler	<input type="checkbox"/> Food processing	<input type="checkbox"/> Boiler makeup	<input type="checkbox"/> Cooling tower
<input type="checkbox"/> Dry cleaning	<input type="checkbox"/> Mortuary	<input type="checkbox"/> Laboratory or hospital	<input type="checkbox"/> Vacuum pump
<input type="checkbox"/> Fountain	<input type="checkbox"/> Swimming Pool	<input type="checkbox"/> Chemicals	<input checked="" type="checkbox"/> Service containment
<input type="checkbox"/> Fire Service	<input type="checkbox"/> Domestic Containment	<input type="checkbox"/> Ice Maker	<input type="checkbox"/> Other _____

Forward Flow Information for assemblies in Fire Protection Systems (include inside hose demand if applicable).

System Demand _____ Actual Flow Rate _____ Connection Type _____

Indicating Control Valves: #1 Valve Open #2 Valve Open Locked Tamper Switch

I hereby certify that the above backflow preventer has been tested in accordance with all rules and regulations, of the State of Nebraska Health and Human Services, Department of Regulation and Licensure, Title 179, and that all readings are true and accurate to the best of my knowledge.

Justin Carl Wiece Plumbing 402-721-6908 9009 3-21-22
 State certified technician (please print) Company Name Phone # Certificate # Date of Test

[Signature] _____ _____ _____ _____
 State certified technician (signature) Customer (signature) Date

Watts 144577 5-28-21 III
 Test gauge manufacturer Test gauge serial # Date calibration verified Accuracy verified by

Kerns Excavating Company

2507 Smith Ave.
 Plattsmouth, NE 68048
 402-296-6227

Invoice

Date	Invoice #
3/24/2022	16824

Bill To
SID #5 19457 Treasure Island Road Plattsmouth, NE 68048

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Rainey Circle & Fairway Drive Manhole lid repair		
2	03/18/22 Superintendent & Service truck/hr	80.00	160.00
4	Laborer/hr x 4	50.00	200.00
1	Manhole Confined Space Access	150.00	150.00
1	24" Manhole Cover	275.00	275.00
	Davy Jones Drive		
1	03/23/22 Remove concrete from manhole per quote	2,175.00	2,175.00

Thank you for your business.		Total	\$2,960.00
------------------------------	--	--------------	------------



PAPILLION SANITATION
10810 SOUTH 144TH ST
OMAHA NE 68138-3848
DISTRICT NO. 3050

SID #5 ATTN:ROGER JOHNSON ATTY
PO BOX 160
PLATTSMOUTH NE 68048

ACCOUNT NO.
INVOICE NO.
STATEMENT DATE
DUE DATE
BILLING PERIOD

3050-30214673
6220314T050
04/01/22
04/20/22
04/01/22 - 06/30/22

FOR ASSISTANCE
Customer Service
One Time Payments

402-348-7800
855-569-2719

INVOICE STATEMENT

Date	Description	Amount
	Previous Balance	\$ 63.30
01/28/22	Payment Thank You!	\$ -63.30
	Total Payments And Credits	\$ -63.30
	Service Location	
	Acct #30214673	
04/01/22	Residential Svc 1 Cart	\$ 71.52
	04/01/22-06/30/22	
	Current Charges And Fees	\$ 71.52
	Total Due	\$ 71.52

74945

Nelson, Joy
19457 Treasure Island Road

Stay connected and never miss your collection day again! Download our WasteConnect mobile app to:

- *View your collection schedule*
- *Sign up for waste collection reminders to get emails, texts or calls about your service day*
- *Sign up for service alerts to get notified when unforeseen events cause collection delay*
- Search how to properly dispose of everyday or unusual materials*

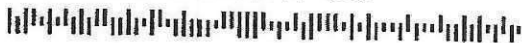
WasteConnect is available on Google Play for Android and the Apple Store for iOS.

Please remit to the address below and return your remit stub with your payment.



PAPILLION SANITATION
10810 SOUTH 144TH ST
OMAHA NE 68138-3848

AV 01 081455 21451H221 A**5DGT



SID #5 ATTN:ROGER JOHNSON ATTY
PO BOX 160
PLATTSMOUTH NE 68048-0160

ACCOUNT NO.
INVOICE NO.
STATEMENT DATE
DUE DATE
PAY THIS AMOUNT

3050-30214673
6220314T050
04/01/22
04/20/22
\$71.52

WRITE IN AMOUNT PAID	\$	
----------------------	----	--

TO CHANGE ADDRESS
Check here and complete the information on the reverse side.

MAIL PAYMENT TO:
PAPILLION SANITATION
A WASTE CONNECTIONS COMPANY
PO BOX 679859
DALLAS TX 75267-9859



3050 00000000000000000000X302146737 0000000715200000000000006220314 4

081455 1/1
9221



PAPILLION SANITATION
10810 SOUTH 144TH ST
OMAHA NE 68138-3848
DISTRICT NO. 3050

ACCOUNT NO. 3050-30214673
INVOICE NO. 6220314T060
STATEMENT DATE 04/01/22
DUE DATE 04/20/22
BILLING PERIOD 04/01/22 - 06/30/22

SID #5 ATTN:ROGER JOHNSON ATTY
PO BOX 160
PLATTSMOUTH NE 68048

Given the ongoing challenges resulting from the COVID-19 pandemic and widespread related staffing issues, many of our suppliers are experiencing supply shortages, delays in production, delays in service and delays in delivery. To ensure your timely receipt of bills, consider enrolling on our website, <https://wccustomer.com> to view and pay your invoices. You can continue to get paper bills or you can also choose to go paperless (receive an email that a new bill is available to view). You can also choose to set up recurring payments so you don't have to worry about paying your bills on time.

VIEW/PAY YOUR BILL ONLINE!

- * Make payments * Set up recurring payments *
- * Access your account 24/7 * Go paperless * View Statements *
- *It's FREE! There is no charge to view or pay your bill on our website*

Go to <https://www.wccustomer.com> and follow the online bill pay prompts to enroll today or call 1 855 569 2719 to make a payment through our interactive voice service with no extra fee.

9221

As a reminder, in order to ensure that you are paying your waste services bill directly, please visit our online bill pay at <https://www.wccustomer.com>. There is no charge for this service.

At Papillion Sanitation, our main values are Safety, Integrity and Customer Service. Occasionally rate increases are necessary to continue to provide the high standard of service we all expect. We appreciate your understanding.

We are proud to have you as our loyal customer. Thank you for doing business with us!



Change of Billing Address

Name _____

Street Address _____

City _____ State _____ Zip _____

Phone () _____

Pay/View Your Bill On-Line!

Enroll for Waste Connections eBilling by logging into <http://www.wccustomer.com> and select On-Line Bill Pay. Sign up by entering your account information exactly as it shows on the remittance portion of your bill.

Once enrolled, you can view your bills on line, get email notification when a new invoice arrives, make a one time payment or sign up for recurring payments.

If you have any questions, please feel free to call us at the number at the top of your invoice.



Invoice

Date: Mar 18/22
Invoice No.: W64552

Bill to: People Service
209 S. 19th St
Suite 555
Omaha, NE 68102

Service at: Buccaneer Bay Water
Plattsmouth NE

Customer ID: PEOPSE

Reference:
PO Number: Peop 012622

Description: INVOICE Gen Call Out

Work Performed:

Troubleshoot display issues on transfer switch. Test ran to check operation, verified there is an issue with the circuit board/harness. That circuit board does not control anything but only gives a read out on the display. Customer to install parts themselves.

Description	Amount
Labor	
Total Labor	375.00
Materials	
Total Materials	1,378.03
Travel	
Equipment	

Subtotal:	1,753.03
Sales Tax:	
Total Due:	1,753.03

2614 Railroad Highway Council Bluffs, IA 51503

Invoice Questions?

Please call 712-256-8702 or E-mail ar@powertechteam.com

We appreciate your business! Please send payments within 30 days of receipt of this invoice. We will assess a finance charge of 1.5 percent a month or 18 percent per year.

Railroad Management Company III, LLC
PO BOX 679962
Dallas, TX 75267-9962

INVOICE

Page: 1

Bill To: CASS COUNTY SID #5
ATTN: ACCOUNTS PAYABLE
19457 TREASURE ISLAND ROAD
PLATTSMOUTH, NE 68048

Invoice Number: 456849
Invoice Date: 03/31/22
Customer ID: 501820
Due Date: 07/01/22
Date Printed: 03/31/22

Customer Document No.:

Please address inquiries regarding the payment status of this bill to Meredith McGee at mcgeem@railroadmanagement.com. Please send payment to the address listed above. Any correspondence should be sent to 5910 N. Central Expy, Suite 1580, Dallas, TX 75206-5148

Location of Agreement: PLATTSMOUTH, CASS, NE
Primary Purpose of Agreement: 10 Inch Water Pipeline Crossing

License #: 303465
Audit #: 40215120
Folder #: 303465

Description	Period		Amount
	From	To	
License Fees	07/01/22	06/30/23	313.34

Total: 313.34
Amount in US Dollars

Late charges will be assessed at the maximum rate allowed by law for past due invoices.

Recipient of this invoice acknowledges that RMC utilizes rental collection systems involving direct deposit of monies received through a financial institution and or lockbox check collection, which preclude RMC's ability to exercise rejection of payments before recipient's payment is cashed. By tendering payment, recipient agrees, that as a material condition of the continuation of the license or other agreement covered by this invoice, (1) recipient waives any and all rights recipient may have under applicable law to force continuation of said license or other agreement due to RMC having accepted and cashed recipient's payment(s), or otherwise and (2) no notation of "payment in full" or words of similar import will be binding upon RMC.

RMC shall have the option of rejecting recipient's payment by refunding to recipient any payment(s) made paid by recipient, accepting any payment as a partial payment or revoking the license or other agreement (and/or pursuing any remedy provided in such license or other agreement or under applicable law, including without limitation termination).

This invoice serves as your written notice of any increase(s) reflected herein in the amount of the fees charged by Railroad Management Company III, LLC.

PLEASE NOTE REMITTANCE ADDRESS

PLEASE DETACH AND RETURN THIS PORTION WITH CHECK PAYABLE TO:

Federal Tax ID #: 20-8110125

Railroad Management Company III, LLC
PO BOX 679962
Dallas, TX 75267-9962

Total: 313.34
Invoice Number: 456849
Invoice Date: 03/31/22
Customer ID: 501820
Due Date: 07/01/22

Contractor's Application for Payment No. 1

Application Period: 3/31/2022		Application Date: 4/12/2022
To (Owner): Cass County SID #5	From (Contractor): Building Crafts, Inc	Via (Engineer): JEO Consulting Group, Inc.
Project: 2021 Wastewater Treatment Plant Expansion	Contract: 2021 Wastewater Treatment Plant Expansion	
Owner's Contract No.:	Contractor's Project No.: 2134	Engineer's Project No.: 170921.02

**Application For Payment
Change Order Summary**

Approved Change Orders			
Number	Additions	Deductions	
TOTALS			
NET CHANGE BY CHANGE ORDERS			

1. ORIGINAL CONTRACT PRICE.....	\$ 2,219,000.00
2. Net change by Change Orders.....	\$
3. Current Contract Price (Line 1 ± 2).....	\$ 2,219,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 99,362.00
5. RETAINAGE:	
a. 10% X \$99,362.00 Work Completed.....	\$ 9,936.20
b. X Stored Material.....	\$
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 9,936.20
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 89,425.80
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$
8. AMOUNT DUE THIS APPLICATION.....	\$ 89,425.80
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 2,129,574.20

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Address PO Box 96
 Red Oak, IA 51566

Contractor Signature *BE*

By: Brad Erwin, Project Manger Date: 4/12/2022

Payment of: \$ 89,425.80
(Line 8 or other - attach explanation of the other amount)

is recommended by: *Royce L. Postema* 4/13/22
(Engineer) (Date)

Payment of: \$ 89,425.80
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):		2021 Wastewater Treatment Plant Expansion		Application Number:		1					
Application Period:		3/31/2022		Application Date:		4/12/2022					
				Work Completed		E		F		G	
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Material Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)			
Division 1 - General Contions											
	General Conditions	\$167,125.00		\$23,875.00		\$23,875.00	14.3%	\$143,250.00			
	Performance and Payment Bond	\$18,727.00		\$18,727.00		\$18,727.00	100.0%				
	Mobilization	\$10,960.00		\$10,960.00		\$10,960.00	100.0%				
	Demobilization	\$3,240.00						\$3,240.00			
	Sludge Transfer as WWTP	\$14,040.00						\$14,040.00			
	By-Pass Pumping at WWTP	\$65,001.00						\$65,001.00			
GROUP A - BUCCANEER BAY WWTP IMPROVEMENTS											
Division 2 - Demolition and Removal											
	Misc Demolition	\$13,336.00						\$13,336.00			
Division 3 Cast-in-place Concrete											
	ISAM/ SAM/ SBR Base Slab	\$34,560.00						\$34,560.00			
	ISAM/ SAM/ SBR Walls	\$66,360.00						\$66,360.00			
	ISAM Structural Slab	\$14,125.00						\$14,125.00			
	UV Base Slab and Walls	\$35,359.00						\$35,359.00			
	Pump Enclosure Foundations	\$2,080.00						\$2,080.00			
	Reinforcing	\$83,565.00						\$83,565.00			
Division 5 - Metals											
	Metal Fabrications	\$31,560.00						\$31,560.00			
Division 7 - Thermal and Moisture											
	Rigid Insulation	\$775.00						\$775.00			
	Damproofing	\$9,520.00						\$9,520.00			
	Joint Sealants	\$1,059.00						\$1,059.00			
Division 8 - Openings											
	Access Hatches	\$6,696.00						\$6,696.00			
Division 9 - Finishes											
	High Performance Coatings	\$13,822.00						\$13,822.00			
Division 11 - Equipment											
	ISAM	\$347,842.00						\$347,842.00			

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): 2021 Wastewater Treatment Plant Expansion		Application Number: 1						
Application Period: 3/31/2022		Application Date: 4/12/2022						
Specification Section No.	A Description	B Scheduled Value (\$)	Work Completed		E Materials Presently Stored (not in C or D)	F		G Balance to Finish (B - F)
			C From Previous Application (C+D)	D This Period		Total Completed and Stored to Date (C + D + E)	% (F / B)	
	Division 13 - Special Construction							
	Pump Enclosure	\$29,153.00						\$29,153.00
	Division - 14 Conveying Equipment							
	Hoist Sockets	\$884.00						\$884.00
	Division 22 - Large Pipe Supports							
	Pipe Supports and Link-Seals	\$5,508.00						\$5,508.00
	Division 26 - Electrical							
	Electrical	\$257,640.00						\$257,640.00
	Division 31 - Earthwork							
	Site Clearing	\$10,800.00		\$10,800.00		\$10,800.00	100.0%	
	Grading and excavation	\$42,500.00		\$35,000.00		\$35,000.00	82.4%	\$7,500.00
	Subgrade Preparation	\$19,440.00						\$19,440.00
	Dewatering	\$133,638.00						\$133,638.00
	Fill and Backfill	\$15,535.00						\$15,535.00
	Erosion Control	\$13,194.00						\$13,194.00
	Division 32 - Exterior Improvements							
	Fencing	\$16,572.00						\$16,572.00
	Seeding	\$5,162.00						\$5,162.00
	Rock Surface	\$15,399.00						\$15,399.00
	Division 33 - Utilities							
	Instrumentation and Controls	\$142,500.00						\$142,500.00
	Sanitary Sewer Piping and Valves - Underground	\$37,685.00						\$37,685.00
	Manholes and Covers	\$2,341.00						\$2,341.00
	Pipe Testing	\$2,806.00						\$2,806.00
	Division 40 - Process Interconnections							
	Sanitary Sewer Piping and Valves - Exposed	\$14,907.00						\$14,907.00
	Process Piping and Valves Material	\$108,114.00						\$108,114.00
	PVC Piping	\$1,917.00						\$1,917.00
	Pipe Insulation	\$12,690.00						\$12,690.00

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):		2021 Wastewater Treatment Plant Expansion		Application Number:		1	
Application Period:		3/31/2022		Application Date:		4/12/2022	
Specification Section No.	A Description	B Scheduled Value (\$)	Work Completed		E Materials Presently Stored (not in C or D)	F Total Completed and Stored to Date (C + D + E)	G Balance to Finish (B - F)
			C From Previous Application (C+D)	D This Period			
	Division 44 - Pollution Controls						
	Vertical Fine Screen	\$156,480.00					\$156,480.00
	Division 46 - Water and Waste Water Equipment						
	Ultraviolet Disinfection Equipment	\$76,090.00					\$76,090.00
GROUP B - STERLING COURT LIFT STATION							
	Division 2 - Demolition and Removal						
	Demolition	\$16,200.00					\$16,200.00
	Division 3 Cast-in-place Concrete						
	Concrete	\$16,200.00					\$16,200.00
	Division 8 - Openings						
	Access Hatch	\$1,500.00					\$1,500.00
	Division 9 - Finishes						
	High Performance Coatings	\$3,969.00					\$3,969.00
	Division - 14 Conveying Equipment						
	Hoist Socket	\$810.00					\$810.00
	Division 26 - Electrical						
	Electrical	\$27,040.00					\$27,040.00
	Division 31 - Earthwork						
	Grading and Excavation	\$5,400.00					\$5,400.00
	Division 32 - Exterior Improvements						
	Seeding	\$2,160.00					\$2,160.00
	Division 33 - Utilities						
	Instrumentation and Controls	\$30,500.00					\$30,500.00
	Sanitary Sewer Piping	\$16,200.00					\$16,200.00
	Manholes and Covers	\$16,200.00					\$16,200.00
	By-pass Pumping	\$14,040.00					\$14,040.00
	Division 44 - Pollution Controls						
	Submersible Lift Pumps	\$14,074.00					\$14,074.00
	Change Order Work						

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): 2021 Wastewater Treatment Plant Expansion			Application Number: 1					
Application Period: 3/31/2022			Application Date: 4/12/2022					
		Work Completed		E	F		G	
A	B	C	D					
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
	Totals	\$2,219,000.00				\$59,362.00		\$2,159,638.00



Engineering | Architecture | Surveying | Planning

Statement

April 4, 2022

Cass County SID No. 5 - Buccaneer Bay
19457 Treasure Island Road
Plattsmouth, NE 68048

Outstanding Invoices

Number	Date	Invoiced	Balance Due
Project Number: R170921.02 Cass County SID #5 Wastewater System Imp			
123342	3/23/2021	27,750.00	19,750.00
131602	3/17/2022	14,306.25	14,306.25
Total for R170921.02		42,056.25	34,056.25
Statement Totals		42,056.25	34,056.25

If the statement does not match your records, please contact the Project Manager or Accounting Department immediately.
1937 North Chestnut Street | Wahoo, Nebraska 68066 | p: 402.443.4661 | f: 402.443.3508



Engineering | Architecture | Surveying | Planning

Statement

April 4, 2022

Cass County SID No. 5 - Buccaneer Bay
19457 Treasure Island Road
Plattsmouth, NE 68048

Outstanding Invoices

Number	Date	Invoiced	Balance Due
Project Number: R170921.02 Cass County SID #5 Wastewater System Imp			
123342	3/23/2021	27,750.00	19,750.00
131602	3/17/2022	14,306.25	14,306.25
Total for R170921.02		42,056.25	34,056.25
Statement Totals		42,056.25	34,056.25

If the statement does not match your records, please contact the Project Manager or Accounting Department immediately.
1937 North Chestnut Street | Wahoo, Nebraska 68066 | p: 402.443.4661 | f: 402.443.3508

NO. 1 ATTORNEY FEE PAYMENT CALCULATION SHEET

2,250.00	Thiele	Inv. 73058 paid 2021 0323
7,000.00	JEO	Inv. 1 paid 2021 0223
8,000.00	JEO	Inv. 2 paid 2021 0323
8,000.00	JEO	Inv. 3 paid 2021 0420
191.00	Journal RON	Johnson Inv. 142 paid 2021 1019
181.74	Journal Notice to Bidders	Johnson Inv. 146 paid 2021 1116
8.55	Postage to JEO	Johnson Inv. 194 paid 2022 0222
710.70	Mailing court proceeding	Johnson Inv. 194 paid 2022 0222
<u>156,657.54</u>	JEO	Inv. 3 (\$19,750.00 bal.) - 7 paid 2022 0222

182,999.53 x 5% = 9,149.98

Attorney fee paid 2022 0222

Paid February 22, 2022 Meeting

NO. 2 ATTORNEY FEE

19,750.00	JEO	Statement No. 9 - error from February 22, 2022
9.36	Additional mailing court proceeding	Johnson Inv. 210 paid 2022 0322
210.00	Labor, mailing Gianelli	
<u>40.00</u>	Labor, mailing Costello	
20,009.36		

20,009.36 x 5% = 1,000.47

Attorney fee paid 2022 0322

NO. 3 ATTORNEY FEE

89,425.80	18165	Building Crafts, Inc.	Pay App. No. 1 (WWTP expansion)
<u>34,056.25</u>	18166	JEO Consulting Group, Inc.	Statement 11 (Pay App No. 1 balance) & Pay App No. 8 (WWTP expansion)
123,482.05			
<u>-19,750.00</u>	JEO		Less payment on March 22, 2022 for Statement No. 9 - error from February 22, 2022
103,732.05			

103,732.05 x 5% = 5,186.60

Attorney fee for payment 2022 0419

IN THE DISTRICT COURT OF CASS COUNTY, NEBRASKA

TIMOTHY & RHONDA GIBBONS,

Plaintiffs,

CASE NO. 21-307

v.

BLOCK 27 LAKE LOT OWNERS,

Defendant,

**TIMOTHY & RHONDA
GIBBONS' AMENDED
CROSS CLAIMS AGAINST
THIRD PARTY
DEFENDANTS KAPPAS
ENTERPRISES, LLC AND
SID NO. 5 OF CASS
COUNTY, NEBRASKA**

KAPPAS ENTERPRISES, LLC,
BURLINGTON NORTHERN RAILROAD,
SID NO. 5 OF CASS COUNTY NEBRASKA,
PAUL B. KOCANDA AND EUGENE E.
KOCANDA CO-TRUSTEES OF THE MARY
LOUISE KOCANDA TRUST dated 8/31/17,
EUGENE KOCANDA and MARY LOUISE
KOCANDA as TRUSTEES OF THE
EUGENE KOCANDA LIVING TRUST, and
RANDALL NULL and JULIE NULL,

Third Party Defendants.

Plaintiffs TIMOTHY & RHONDA GIBBONS (the "Gibbons"), by and through their undersigned attorneys, and for their Cross Claims under Neb. Rev. Stat. § 25-331 against Third Party Defendants KAPPAS ENTERPRISES, LLC ("Kappas") and SID NO. 5 OF CASS COUNTY, NEBRASKA ("SID No. 5"), state and allege:

PARTIES

1. Plaintiffs Timothy & Rhonda Gibbons are residents of Plattsmouth, Cass County, Nebraska, and owners of the Properties and Easement at issue, as defined below.

2. Upon information and belief, Third Party Defendant Kappas Enterprises, LLC is a limited liability company residing in residing in Plattsmouth, Cass County, Nebraska.

3. Treasure Island Road is a publicly dedicated right of way within the boundaries of SID No. 5.

4. Third Party Defendant SID No. 5 holds the publicly dedicated Treasure Island Road in trust for public use and is an interested and necessary party to the Gibbons' First and Second Causes of Action in this Cross Claim.

JURISDICTION AND VENUE

5. Jurisdiction is proper pursuant to Neb. Rev. Stat. § 25-536(1)(a), (c), (e), and (2).

6. Venue is proper pursuant to Neb. Rev. Stat. § 25-403.01(1) – (3).

ALLEGATIONS OF FACT

7. The Gibbons re-allege and incorporate by reference Paragraphs 1 through 6 above, as if fully set forth herein.

8. The Gibbons are the fee simple owners of three lots of real property, collectively and commonly known as 19800 Treasure Island Road, Plattsmouth, Nebraska 68048, and each of the three lots are legally described as (1) BUCCANEER BAY TL15 33-13-13; (2) BUCCANEER BAY LOT 54R BLK 26 33-13-13; and (3) BUCCANEER BAY LOT 55R BLK 26 33-13-13 (collectively, the "Properties").

9. Kappas is the fee simple owner of a parcel of property legally described as BUCCANEER BAY OUTLOT D EAST OF GL5 1 ACRE TR (9.16) 33-13-13 (the "Kappas Servient Property").

10. Since at least 1981, access to the Properties was only possible through a gravel road that runs east from the Properties, along the north side of railroad tracks, to a point where the gravel road crosses south over the railroad tracks, and then continues east along the south side of the railroad tracks until it comes to a public road (hereinafter referred to as the "Easement").

11. Upon information and belief, access through the gravel road is currently blocked by gates or other barriers erected by Block 27 and/or the BNSF Railway Company ("BNSF").

12. The Easement travels through the Kappas Servient Property from the point it crosses the railroad tracks to the point it encounters the Properties.

13. On or about June 2, 1982, an easement was recorded with the Cass County Register of Deeds granting ingress and egress access to the Properties (the "Recorded Easement").

14. Specifically, the Recorded Easement states:

From County road running North along the west line of SE ¼ of the SE ¼ and the West line of the NE ¼ of the SE ¼ of Sec. 33 T-13-R-13 to the Burlington railroad crossing and the road running West along both sides of the Burlington railroad tracks and culvert from said easement to the most Westerly part of the lake area then continuing Easterly to Lot 101, Block 26.

15. The Recorded Easement crosses property owned by Block 27 and the Third Party Defendants named in the caption.

16. Block 27, BNSF, and Kappas affirmatively allege that the Recorded Easement is invalid.

17. Block 27 and BNSF demand that the Gibbons cease their use and enjoyment of the Easement, and the Gibbons filed the underlying Complaint in this case against Block 27 for access across the Easement.

18. In its Answer to Block 27's Third Party Complaint filed on March 21, 2022, Kappas states that "[the Gibbons] have no rights in or to any portion of Kappas' property." Kappas Answer to Third Party Complaint, ¶23.

19. The Gibbons seek to enforce a prescriptive easement over property owned by Kappas.

20. The Gibbons maintained and repaired the Easement's gravel road since at least 2007, and their predecessors in interest have maintained the Easement's gravel road since approximately 1981.

21. The Gibbons are the only party that continually uses the Kappas Servient Property for ingress and egress.

22. The Gibbons are the only party that continually access and use the Easement to gain access to the Properties.

23. The Gibbons entered into a purchase agreement for the sale of Lots 54R and 55R on the Properties (the "Purchase Agreement").

24. Kappas is aware of the existence of the Purchase Agreement, and intends to prevent the sale from closing by blocking access to the Properties.

25. In addition to the Easement at dispute, there is a platted road leading to the Properties on the publicly dedicated Treasure Island Road.

26. Treasure Island Road is not fully paved, and the platted section leading to the Properties is full of overgrowth, currently impassable, and is generally not complete, but the Gibbons intend to create a path in conjunction with approvals from SID No. 5.

27. Kappas erected a locked gate across the publicly dedicated Treasure Island Road.

28. Kappas is the fee simple owner of several parcels of property along the platted but incomplete portion of Treasure Island Road, legally described as (1) BUCCANEER BAY LOT 34 BLK 26 33-13-13; (2) BUCCANEER BAY LOT 40 BLK 26 33-13-13; (3) BUCCANEER BAY LOT 41 BLK 26 33-13-13; (4) BUCCANEER BAY LOT 42 BLK 26 33-13-13; (5) BUCCANEER BAY LOT 43 BLK 26 33-13-13; (6) BUCCANEER BAY LOT 44 BLK 26 33-13-13; (7) BUCCANEER BAY LOT 45 BLK 26 33-13-13; (8) BUCCANEER BAY LOT 46 BLK 26 33-13-13; (9) BUCCANEER BAY LOT 47 BLK 26 33-13-13; (10) BUCCANEER BAY LOT 48 BLK 26 33-13-13; (11) BUCCANEER BAY LOT 49 BLK 26 33-13-13; (12) BUCCANEER BAY LOT 50 BLK 26 33-13-13; (13) BUCCANEER BAY LOT 51 BLK 26 33-13-13; (14) BUCCANEER BAY LOT 52 BLK 26 33-13-13; (15) BUCCANEER BAY LOT 53 BLK 26 33-13-13; (16) BUCCANEER BAY LOT 56 BLK 26 33-13-13; (17) BUCCANEER BAY LOT 57 BLK 26 33-13-13; and (18) BUCCANEER BAY LOT 58 BLK 26 33-13-13.

29. Kappas refuses to provide Gibbons access to the Properties through the locked gate.

30. Upon information and belief, there are multiple locks on the gate.

31. Kappas controls at least one lock on the gate.

32. The other locks belong to other owners of parcels of property beyond the locked gate and those owners have access through the locked gate.

33. Upon information and belief, at least one public utility has a lock on the gate and has access through the locked gate.

34. Treasure Island Road was “dedicate[d] to the public for public use” on August 30, 1974.

35. Attached as Exhibit A is a copy of the original plat of Buccaneer Bay with the public dedication of Treasure Island Road.

36. SID No. 5 is an interested party because it is in the SID’s interest to ensure Treasure Island Road remains open for public use pursuant to its public dedication.

37. Kappas provides no justification for the locked gate erected across a publicly dedicated road.

38. Kappas demanded a fee from the Gibbons for use and enjoyment of the publicly dedicated road beyond Kappas’ locked gate.

FIRST CAUSE OF ACTION:

QUIET TITLE

PUBLICLY DEDICATED TREASURE ISLAND ROAD

39. The Gibbons re-allege and incorporate by reference Paragraphs 1 through 38 above, as if fully set forth herein.

40. The first cross claim cause of action is brought pursuant to Nebraska Revised Statute section 25-21,112 *et seq.* to quiet title to the publicly dedicated Treasure Island Road.

41. The Gibbons are the fee simple owners of parcels of property abutting the publicly dedicated road.

42. SID No. 5 is an interested party to ensure the publicly dedicated Treasure Island Road remains open for public use.

43. Kappas erected a locked gate blocking access to an undeveloped portion of the publicly dedicated Treasure Island Road.

44. Kappas’ locked gate blocks access to the Properties, prevents the quiet use and enjoyment of the publicly dedicated Treasure Island Road, and hinders the Gibbons’ ability to transfer or sell the Properties; which tends to impair and lessen the value of the same; and which will, unless the Gibbons’ rights to the use of the publicly dedicated Treasure Island Road is quieted and established, cause the Gibbons irreparable injury.

45. The Gibbons have no other adequate remedy at law.

46. The Gibbons have a valid right to use the publicly dedicated Treasure Island Road.

47. Kappas affirmatively stated that Gibbons do not have the right to the use of the publicly dedicated Treasure Island Road beyond his locked gate.

48. Kappas counsel stated that the Gibbons' claim to the use and enjoyment of the publicly dedicated Treasure Island Road is "frivolous" and that Kappas would seek "sanctions against your clients, you, and your law firm in the event any action is taking against or any claims are made against my client."

49. Kppas does not have the authority to deny access to the publicly dedicated Treasure Island Road.

50. Therefore, the Gibbons request an order that Kappas must remove the locked gate immediately and an order preventing Kappas from interfering with the Gibbons' use and enjoyment of the publicly dedicated Treasure Island Road.

**SECOND CAUSE OF ACTION:
DECLARATORY JUDGMENT – KAPPAS
PUBLICLY DEDICATED TREASURE ISLAND ROAD**

51. The Gibbons re-allege and incorporate by reference Paragraphs 1 through 50 above, as if fully set forth herein.

52. There exists a current, ripe and active dispute between the parties as to whether Kappas can control and block access to the publicly dedicated Treasure Island Road.

53. A declaration of the Gibbons' rights to use the publicly dedicated Treasure Island Road will resolve the dispute.

54. The Gibbons require, and hereby request in accordance with Neb. Rev. Stat. § 25-21,149, that the Court issue an order requiring Kappas to remove the gate blocking access to the publicly dedicated Treasure Island Road and declaring the Gibbons' rights to use and enjoy the publicly dedicated Treasure Island Road without interference.

55. The Gibbons will suffer irreparable harm if Kappas blocks access to the Gibbons' landlocked Properties because the Properties will be inaccessible, the Gibbons will be unable to complete the pending sale of two of the Properties, and the market value of the Properties will drastically decrease.

THIRD CAUSE OF ACTION:

QUIET TITLE – PRESCRIPTIVE EASEMENT – KAPPAS

56. The Gibbons re-allege and incorporate by reference Paragraphs 1 through 55 above, as if fully set forth herein.

57. The third cross claim cause of action is brought pursuant to Nebraska Revised Statute section 25-21,112 *et seq.* to quiet title to the Easement.

58. The Gibbons are the fee simple owners of the dominant estate.

59. Kappas is the fee simple owner of the Kappas Servient Property.

60. Kappas' demand for the Gibbons to cease their use of the Easement prevents the quiet use and enjoyment of the Easement and the Gibbons' ability to transfer or sell the Properties; which tends to impair and lessen the value of the same; and which will, unless the Gibbons' rights under the Easement as against Kappas is quieted and established, cause the Gibbons irreparable injury.

61. The Gibbons have no other adequate remedy at law.

62. The Gibbons have a valid and enforceable prescriptive easement.

63. Kappas did not grant permission to the Gibbons for their use of the Easement.

64. The Gibbons have exclusively used and maintained the Easement since at least the year 2007, a period of more than ten years.

65. The Gibbons' use of the Easement for this period has been exclusive, adverse, under a claim of right, continuous and uninterrupted, and open and notorious.

66. The Gibbons' predecessors in interest to the Properties used the Easement for a period of approximately 25 years prior to 2007, or dating back to approximately 1981.

67. The Gibbons' predecessors' use of the Easement for this period was exclusive, adverse, under a claim of right, continuous and uninterrupted, and open and notorious.

68. Therefore, the Gibbons request an order that Kappas has no right to restrict the Gibbons' access to the Easement, and quieting title to the Easement.

**FOURTH CAUSE OF ACTION:
DECLARATORY JUDGMENT – KAPPAS
ACCESS VIA PRESCRIPTIVE EASEMENT**

69. The Gibbons re-allege and incorporate by reference Paragraphs 1 through 68 above, as if fully set forth herein.

70. There exists a current, ripe and active dispute between the parties regarding whether Kappas can interfere with the Gibbons' rights to a valid and enforceable prescriptive easement.

71. A declaration of the Gibbons' rights through a prescriptive easement would terminate the uncertainty and controversy caused by Kappas' claim to interfere with the Gibbons' access to their Properties.

72. The Gibbons require, and hereby request in accordance with Neb. Rev. Stat. § 25-21,149, that the Court issue an order declaring The Gibbons' rights to the prescriptive easement, and that Kappas has no legal right to interfere with the Gibbons' access to the prescriptive easement.

73. The Gibbons will suffer irreparable harm if Kappas blocks access to the Gibbons' landlocked Properties because the Properties will be inaccessible, the Gibbons will be unable to complete the pending sale of two of the Properties, and the market value of the Properties will drastically decrease.

**FIFTH CAUSE OF ACTION:
TORTIOUS INTERFERENCE WITH CONTRACT – KAPPAS**

74. The Gibbons re-allege and incorporate by reference Paragraphs 1 through 73 above, as if fully set forth herein.

75. Kappas has knowledge of and is aware that the Gibbons entered into a Purchase Agreement to sell Lots 54R and 55R on the Properties, and accordingly, Kappas has knowledge of the Gibbons' expectancy to sell Lots 54R and 55R on the Properties in the immediate future.

76. Kappas committed, and stated its intention to continue to commit, unjustified and intentional acts of interference with the Gibbons' rights to the use and enjoyment of the publicly dedicated Treasure Island Road, and the Gibbons' expectancy to sell Lots 54R and 55R on the Properties.

77. Kappas' actions and stated intentions harmed and will continue to harm the Gibbons in their efforts to sell Lots 54R and 55R on the Properties pursuant to the Purchase Agreement.

78. The Gibbons suffered damages as a result of Kappas' claims, and will suffer further damages if Kappas is successful in its attempts to prevent the sale of Lots 54R and 55R on the Properties pursuant to the Purchase Agreement.

**SIXTH CAUSE OF ACTION:
TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIP –
KAPPAS**

79. The Gibbons re-allege and incorporate by reference Paragraphs 1 through 78 above, as if fully set forth herein.

80. Kappas has knowledge of and is aware that the Gibbons entered into a Purchase Agreement to sell Lots 54R and 55R on the Properties, and accordingly, Kappas has knowledge of the Gibbons' expectancy to sell Lots 54R and 55R on the Properties in the immediate future.

81. Kappas committed, and stated its intention to continue to commit, unjustified and intentional acts of interference with the Gibbons' rights to the use and enjoyment of the publicly dedicated Treasure Island Road, and the Gibbons' expectancy to sell Lots 54R and 55R on the Properties.

82. Kappas' actions and stated intentions harmed and will continue to harm the Gibbons in their efforts to sell Lots 54R and 55R on the Properties pursuant to the Purchase Agreement.

83. The Gibbons suffered damages as a result of Kappas' actions, and will suffer further damages if Kappas is successful in its attempts to prevent the sale of Lots 54R and 55R on the Properties pursuant to the Purchase Agreement.

WHEREFORE, Plaintiffs pray that their rights to the use and enjoyment of the publicly dedicated Treasure Island Road be declared valid and enforceable; for a temporary and permanent injunction preventing Kappas from blocking access to the publicly dedicated Treasure Island Road, or placing any signs or gates restricting access to the same; that their rights to a prescriptive easement be declared valid and enforceable; for judgment against Kappas for tortious interference with a contract and tortious interference with a business purpose; for an award of special damages, costs, fees, and attorneys' fees; and for such other

and further relief as equity may require and for all other relief that is just and equitable.

Dated this 24th day of March 2022.

TIMOTHY & RHONDA GIBBONS,
Plaintiffs,

By: /s/ Spencer R. Murphy

Spencer R. Murphy (NE# 26081)

Jon E. Blumenthal (NE# 20953)

of BAIRD HOLM LLP

1700 Farnam St., Suite 1500

Omaha, NE 68102-2068

Phone: 402-344-0500

Fax: 402-344-0588

smurphy@bairdholm.com

jblumenthal@bairdholm.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 24th day of March, 2022, the above and foregoing document was served via electronic mail to the following:

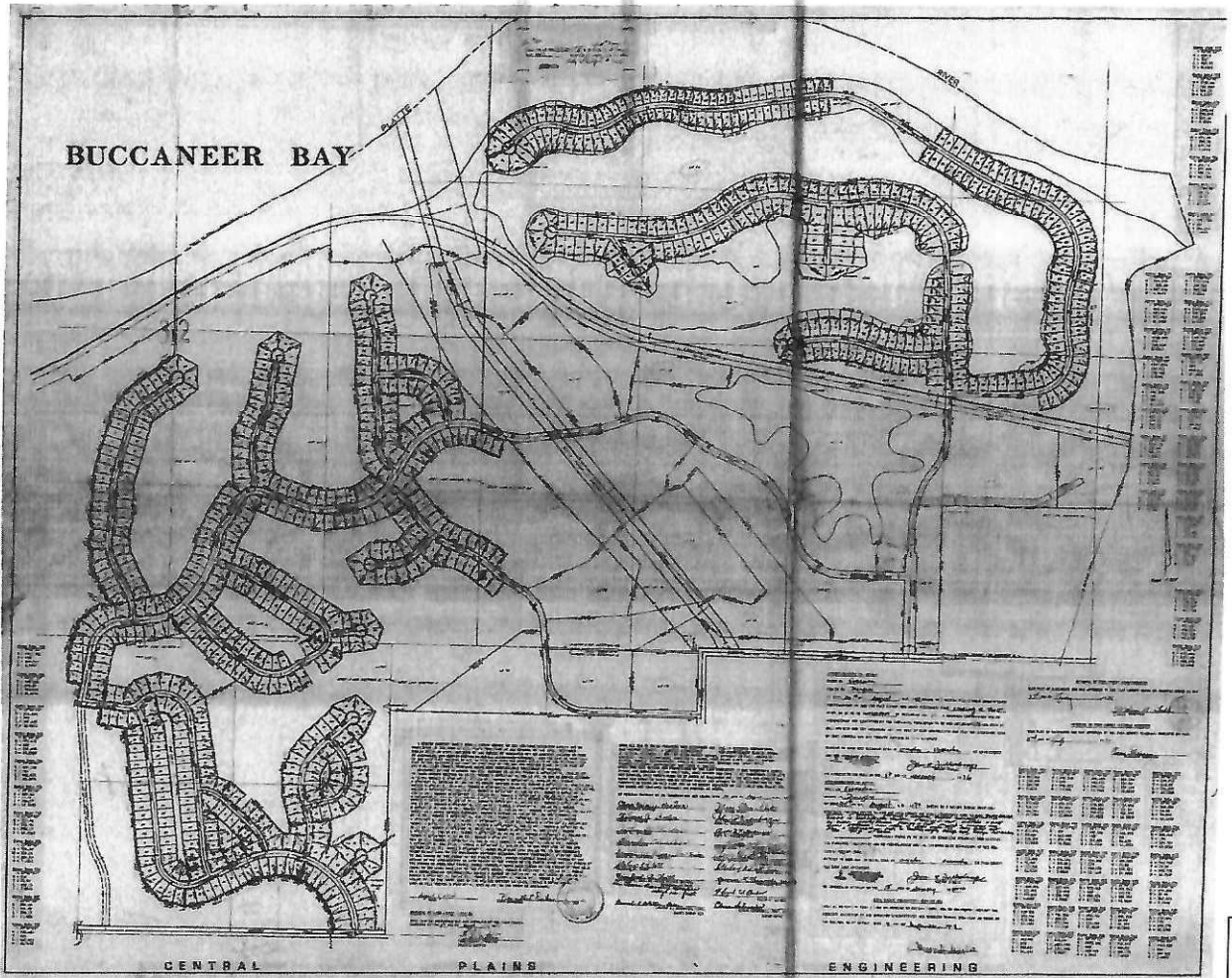
Thomas David Prickett Reinsch, Slattery, Bear, Minahan and Prickett, P.C., L.L.O. 545 Main Street P.O. Box 489 Plattsmouth, Nebraska 68048 <u>tdp@rsbmlaw.com</u> <i>Attorney for Defendant Block 27 Lake Lot Owners Association, Inc.</i>	Jason M. Bruno Sherrets Bruno & Vogt LLC 260 Regency Parkway Drive, Suite 200 Omaha, Nebraska 68114 <u>jbruno@sherrets.com</u> <i>Attorney for Defendant Kappas Enterprises, LLC</i>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Daniel J. Hassing Lamson Dugan & Murray LLP 10306 Regency Parkway Drive Omaha, Nebraska 68114 <u>dhassing@ldmlaw.com</u> <i>Attorney for Third Party Defendant BNSF Railway Company</i>	Roger K. Johnson 506 Main Street P.O. Box 160 Plattsmouth, Nebraska 68048 <u>rjohnson@rkjohnsonlaw.com</u> <i>Attorney for Sanitary and Improvement District No. 5, Cass County, Nebraska</i>
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The undersigned further certifies that on the 24th day of March, 2022, the above and foregoing document was served via First Class US Mail to the following:

Randall Null, 617 Main St., Plattsmouth, NE 68048	Julie Null, 617 Main St., Plattsmouth, NE 68048
Eugene E. Kocanda Co-trustee of the Mary Louise Kocanda Marital Trust Dated 8/31/17, 21052 Treasure Island Rd., Plattsmouth, NE 68048	Paul B. Kocanda Co-trustee of the Mary Louise Kocanda Marital Trust Dated 8/31/17, 16330 Olive Cir, Omaha, NE 68136
Eugene Kocanda, Trustee of the Eugene E. Kocanda Living Trust, 21052 Treasure Island Rd., Plattsmouth, NE 68048	Mary Louise Kocanda, Trustee of the Eugene E. Kocanda Living Trust, 21052 Treasure Island Rd., Plattsmouth, NE 68048

/s/ Spencer R. Murphy



**EXHIBIT
A**

Certificate of Service

I hereby certify that on Thursday, March 24, 2022 I provided a true and correct copy of the Cross Petition/Counter Claim to the following:

SID NO. 5 of Cass County, NE represented by Roger Johnson (Bar Number: 18094) service method: Electronic Service to rjohnson@rkjohnsonlaw.com

Block 27 Lake Lot Owners Assn. Inc. represented by Thomas D. Prickett (Bar Number: 24516) service method: Electronic Service to tdp@rsbmlaw.com

Kappas Enterprises, LLC represented by Bruno,Jason Mario (Bar Number: 23062) service method: Electronic Service to law@sherrets.com

Kocanda,Eugene,E,Co-Trustee service method: First Class Mail

Kocanda,Paul,B,Co-Trustee service method: First Class Mail

SE 1/4 of SE 1/4 of sec 33 service method: No Service

Null,Julie, service method: First Class Mail

Null,Randall, service method: First Class Mail

Burlington Northern Railroad represented by Nichole S. Bogen (Bar Number: 22552) service method: Electronic Service to nbogen@ldmlaw.com

Kocanda,Eugene,,Trustee of the Euge service method: First Class Mail

Kocanda,Mary,Louise,Trustee of the service method: First Class Mail

All persons claiming interest service method: No Service

Gibbons,Rhonda, represented by Blumenthal,Jon,E, (Bar Number: 20953) service method: Electronic Service to jblumenthal@bairdholm.com

Gibbons,Timothy, represented by Blumenthal,Jon,E, (Bar Number: 20953) service method: Electronic Service to jblumenthal@bairdholm.com

Burlington Northern Railroad represented by Daniel Hassing (Bar Number: 24408) service
method: Electronic Service to dhassing@ldmlaw.com

Signature: /s/ Spencer Ryan Murphy (Bar Number: 26081)

IN THE DISTRICT COURT OF CASS COUNTY, NEBRASKA

TIMOTHY AND RHONDA GIBBONS,)

Case No. CI21-307

Plaintiffs,)

vs.)

BLOCK 27 LAKE LOT OWNERS)
ASSOCIATION, INC.,)

Defendant,)

vs.)

KAPPAS ENTERPRISES, LLC;)
BURLINGTON NORTHERN)
RAILROAD; SID NO. 5 OF CASS)
COUNTY, NEBRASKA; PAUL B.)
KOCANDA AND EUGENE E.)
KOCANDA CO-TRUSTEES OF THE)
MARY LOUISE KOCANDA MARITAL)
TRUST DATED 8/31/17; EUGENE)
KOCANDA AND MARY LOUISE)
KOCANDA AS TRUSTEES OF THE)
EUGENE E. KOCANDA LIVING)
TRUST; AND RANDALL NULL AND)
JULIE NULL, HUSBAND AND WIFE,)

Third Party Defendants.)

)
) **ANSWER OF**
) **SANITARY AND**
) **IMPROVEMENT**
) **DISTRICT NO. 5, CASS**
) **COUNTY, NEBRASKA,**
) **DEFENDANT,**
) **ANSWER TO THE**
) **AMENDED CROSS**
) **CLAIM**
) **FILED BY PLAINTIFF**

COMES NOW Defendant, Sanitary and Improvement District No. 5, Cass County, Nebraska (District), through counsel Roger K. Johnson, and for its Answer and Affirmative Defenses to Plaintiff's Cross Claim Against Kappas Enterprises, LLC and Sanitary and Improvement District No. 5, Cass County, Nebraska, states and alleges as follows:

ANSWER TO ALL GENERAL ALLEGATIONS

1. Admits the allegations of paragraph 1.
2. Admits the allegations of paragraph 2.
3. Admits the allegations of paragraph 3.
4. Admits the allegations of paragraph 4.
5. Admits the allegations of paragraph 5.
6. Admits the allegations of paragraph 6.
7. Reasserts the answers to paragraphs 1 through 6 in answer to the allegations of paragraph 7.
8. Admits the allegations of paragraph 8.
9. Admits the allegations of paragraph 9.
10. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 10 as it relates to an easement. Affirmatively alleges that since 1974 a platted and publically dedicated road identified as Treasure Island Road has provided legal access to Lots 54R and 5R, Block 26, Buccaneer Bay, a subdivision as surveyed, platted and recorded in Cass County, Nebraska, but that said publically dedicated right of way remains unimproved by the District. Further affirmatively alleges that at some point in time, a gate was installed by a private party to block the dedicated right of way on Treasure Island Road thereby limiting access to lots beyond the gate.
11. Admits the allegations of paragraph 11.
12. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 12.
13. Admits that an easement was recorded on June 2, 1982 purporting to provide access to the Properties.
14. Admits the allegations of paragraph 14.
15. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 15.
16. Admits the allegations of paragraph 16.

17. Admits the allegations of paragraph 17.
18. Admits the allegations of paragraph 18.
19. Admits the allegations of paragraph 19.
20. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 20.
21. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 21.
22. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 22.
23. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 23.
24. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 24.
25. Admits the allegations of paragraph 25. Affirmatively alleges that the platted and dedicated right of way remains unimproved.
26. Admits all allegations of paragraph 26 except as it relates to Plaintiffs' intentions regarding the creation of a path in the dedicated right of way.
27. Admits the allegations of paragraph 27.
28. Admits the allegations of paragraph 28.
29. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 29.
30. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 30.
31. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 31.
32. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 32.
33. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 33.
34. Admits the allegations of paragraph 34.
35. Admits the allegations of paragraph 35.
36. Admits the allegations of paragraph 36.
37. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 37. Affirmatively alleges that Kappas as a matter of law cannot

provide a justification for erecting a locked gate across the publically dedicated road the public use of which is held in trust by the District.

38. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 38.

ANSWER TO FIRST CAUSE OF ACTION

39. Reasserts the answers to paragraphs 1 through 38 above.

40. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 40.

41. Admits the allegations of paragraph 41.

42. Admits the allegations of paragraph 42 that the District is an interested party when publically dedicated right of way within the boundaries of the District is involved in litigation.

43. Admits the allegations of paragraph 43.

44. Admits that a locked gate placed in the right of way of the publically dedicated road platted as Treasure Island Road would interfere with the use of the right of way for it dedicated purpose. For lack of knowledge, neither admits, nor denies, the remaining allegations of paragraph 44.

45. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 45.

46. Admits the allegations of paragraph 46.

47. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 47.

48. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 48.

49. Admits the allegations of paragraph 49.

50. To the extent that Kappas has blocked the publically dedicated right of way by placing a gate in the same, admits the allegations of paragraph 50. Affirmatively alleges that private parties have no right to block access to publically dedicated right of way.

ANSWER TO SECOND CAUSE OF ACTION

51. Reasserts the answers to paragraphs 1 through 50 above.

52. Admits the allegations of paragraph 52.

53. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 53.

54. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 54.

55. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 55.

ANSWER TO THIRD CAUSE OF ACTION

56. Reasserts the answers to paragraphs 1 through 55 above.

57. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 57.

58. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 58.

59. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 59.

60. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 60.

61. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 61.

62. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 62.

63. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 63.

64. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 64.

65. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 65.

66. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 66.

67. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 67.

68. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 68.

ANSWER TO FORTH CAUSE OF ACTION

69. Reasserts the answers to paragraphs 1 through 68 above.

70. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 70.

71. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 71.

72. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 72.

73. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 73.

ANSWER TO FIFTH CAUSE OF ACTION

74. Reasserts the answers to paragraphs 1 through 73 above.

75. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 75.

76. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 76.

77. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 77.

78. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 78.

ANSWER TO SIXTH CAUSE OF ACTION

79. Reasserts the answers to paragraphs 1 through 78 above.

80. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 80.

81. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 81.

82. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 82.

83. For lack of knowledge, neither admits, nor denies, the allegations of paragraph 83.

AFFIRMATIVE DEFENSES

84. Affirmatively alleges that the plat of Buccaneer Bay Subdivision was recorded in the Office of the Register of Deeds of Cass County, Nebraska on September 5, 1974 prior to the purported grant of the easement in issue and therefore, the grantor of the easement did not have the authority to grant the easement as it would cross Treasure Island Road as alleged.

85. Affirmatively alleges that the purported grant of easement for ingress and egress lacked consent of the political subdivision entrusted with

protecting the public use of the publically dedicated streets.

86. Affirmatively alleges that the purported grant of easement for ingress and egress lacked consideration for any consent of the political subdivision entrusted with protecting the public use of the publically dedicated streets.

87. Affirmatively alleges that the District is a political subdivision of the State of Nebraska and that as a matter of law, its interest in real estate cannot be adversely possessed.

88. The District, as the political subdivision with responsibility for Treasure Island Road pursuant to the law of the State of Nebraska set from in Article 7, Chapter 31 of the Nebraska Revised Statutes, the District holds a qualified base or determinable fee and that the title to Treasure Island Road and that in such capacity holds the same in trust for the purposes for which the street was publically dedicated on August 30, 1974.

WHEREFORE, Defendant, Sanitary and Improvement District No. 5, Cass County, Nebraska, as it relates to Plaintiffs' Cross Claim, prays that the court find and determine that Treasure Island Road was dedicated to the public on August 30, 1974 for the public use as a street for ingress and egress to the platted lots abutting it.

Sanitary and Improvement District No.
5, Cass County, Nebraska, Defendant

By: /s/ Roger K. Johnson
Roger K. Johnson #18094
P.O. Box 160
Plattsmouth, NE 68048
(402) 657-0397
Attorney for Sanitary and Improvement
District No. 5, Cass County, Nebraska

CERTIFICATE OF SERVICE

A copy of this Motion was served on the following by electronic service or regular United States mail, postage prepaid, on this 28TH day of March 2022:

ELECTRONIC SERVICE:

Gibbons, Rhonda, represented by Jon E. Blumenthal by electronic service to jblumenthal@bairdholm.com

Gibbons, Timothy, represented by Jon E. Blumenthal Electronic Service to jblumenthal@bairdholm.com

Gibbons, Rhonda, represented by Spencer Ryan Murphy by electronic service to smurphy@bairdholm.com

Gibbons, Timothy, represented by Spencer Ryan Murphy by Electronic Service to smurphy@bairdholm.com

Block 27 Lake Lot Owners Association, Inc., represented by Thomas D. Prickett by electronic service to tdp@rsbmlaw.com

Kappas Enterprises, LLC, represented by Jason M. Bruno by electronic service to jbruno@sherrets.com and law@sherrets.com

Burlington Northern Railroad, represented by Nichole S. Bogen by electronic service to nbogen@ldmlaw.com

Burlington Northern Railroad, represented by Daniel J. Hassing by electronic service to dhassing@ldmlaw.com

FIRST CLASS, UNITED STATE MAIL, POSTAGE PREPAID:

Randall Null, 617 Main St., Plattsmouth, NE 68048

Julie Null, 617 Main St., Plattsmouth, NE 68048

Eugene E. Kocanda Co-trustee of the Mary Louise Kocanda Marital Trust
Dated 8/31/17, 21052 Treasure Island Rd., Plattsmouth, NE 68048

Paul B. Kocanda Co-trustee of the Mary Louise Kocanda Marital Trust
Dated 8/31/17, 16330 Olive Cir, Omaha, NE 68136

Eugene Kocanda, Trustee of the Eugene E. Kocanda Living Trust, 21052
Treasure Island Rd., Plattsmouth, NE 68048

Mary Louise Kocanda, Trustee of the Eugene E. Kocanda Living Trust,
21052 Treasure Island Rd., Plattsmouth, NE 68048

By: /s/ Roger K. Johnson

Roger K. Johnson

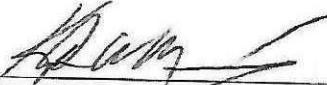
CERTIFICATION OF PROCEEDINGS

The undersigned certify that they are the Chairperson and Clerk of the Board of Trustees of Sanitary and Improvement District No. 5 of Cass County, Nebraska (District), and 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 the District held on the date and at the time reflected in the meeting minutes contained in the transcript (Meeting). All of the proceedings of the District and its Board of Trustees which are set out in the annexed transcript have been fully recorded in the journal of proceedings of the District and the undersigned District Clerk has carefully compared the annexed transcript with the journal and the records and files of the District which are in the Clerk's official custody and the transcript is a full, true and complete copy of the 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 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 the body were provided with advance notice of the times and places of the 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 the 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 mailers 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 the Meeting was held and all in attendance at the Meeting were informed that the copy of the Nebraska Open Meetings Act was available for review and were informed of the location of the copy in the room in which the Meeting was being held. At least one copy of all resolutions and other reproducible written materials, for which actions are shown in the 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, nor 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 this date. All actions taken by the Board of Trustees referred to in the transcript were taken at a public meeting while open to the attendance of the public.

IN WITNESS WHEREOF, we affix our official signatures this ____ day of April 2022.



Kurt Meisinger, Chair



Dan Brandt, Clerk