

MINUTES OF MEETING OF BOARD OF TRUSTEES OF
SANITARY AND IMPROVEMENT DISTRICT NO. 158
OF SARPY COUNTY, NEBRASKA

The meeting of the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska was convened in public and open session at 5:15 p.m. on April 14, 2010 at 9915 South 148th Street, Omaha, Nebraska. Present were the following Trustees: David A. Christensen, Patrick S. Lichter, Larry Hammer, and Allen Marsh. Absent was the following Trustee: Paul R. Stoupa. Present by invitation were Ronald W. Hunter, attorney for the District, Kristi Bland, his assistant, and Gerry Gutoski, of Field R & D. Notice was given in advance thereof by publication in the Papillion Times on April 6, 2010, a copy of the Proof of Publication being attached to these Minutes. Notice of the meeting was given to all members of the Board of Trustees, a copy of their Acknowledgment of Receipt of Notice being attached to these minutes. Availability of the Agenda was communicated in the published Notice and in the Notice to the Trustees of the meeting. All proceedings of the Board were taken while the convened meeting was held open to the attendance of the public.

The Attorney for the District certifies that these Minutes were written and available for public inspection within ten (10) working days and prior to the next convened meeting of the Board of Trustees.

The Chairman called the meeting to order and called the roll.

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

The Chairman stated the first order of business was an update from Gerry Gutoski. Mr. Gutoski stated that Well No. 5 has a vibration in the motor and Layne Christensen Co. has attempted to duplicate the vibration but has failed. Mr. Gutoski stated that he is going to attempt to tune the frequency drive to determine if that was the issue.

The Chairman stated the next order of business was property owner questions or concerns. There were none to come before the meeting. Trustee Lichter stated that a sign should be erected near the proposed location of a future park. The Trustees agreed and instructed Trustee Lichter to proceed with ordering the sign.

The Chairman stated that the Sarpy County Planning Board and Sarpy County Commissioners have voted against the proposed dog kennel close to the District.

The Chairman stated the next order of business was a discussion regarding permitting structures other than a house within the District. The Trustees agreed that this is a covenant issue and not SID related.

The Chairman stated the next order of business was a discussion regarding paving repairs in Tiburon Patio Homes. The Trustees reviewed an estimate from U.S. Asphalt for the paving repairs in the amount of \$8,760.00. After a full and complete discussion, the following Resolutions were proposed by Trustee Lichter and seconded by Trustee Christensen, to-wit:

RESOLVED, that the estimate in the amount of \$8,760.00 from U.S. Asphalt for paving repairs located in the Tiburon Patio Homes is hereby approved and accepted.

RESOLVED FURTHER, that the Chairman will instruct Thompson, Dreessen & Dorner, Inc. to prepare recommendations for a permanent repair of this paving issue.

On the foregoing Resolutions the following Trustees voted "aye": Trustees Lichter, Christensen, Hammer, and Marsh. Voting "nay" thereon were the following: None. The Chairman then declared that said Resolutions were duly carried and adopted.

The Chairman stated the next order of business was a discussion regarding Preliminary Engineer's Estimate for Tiburon View Storm Sewer Modifications. The Chairman stated that at this time, there are three storm sewer inlets which are discharging into the pond located on Outlot 2. The Trustees reviewed the recommendations of the engineer's to construct a 15" storm sewer pipe on the east side of 175th Street connecting all of the existing storm sewer inlets and to install a manhole with a sump and trash hood to trap the sand and gravel at an estimated project cost of \$50,000.00. After a full and complete discussion, the following Resolutions were proposed by Trustee Stoupa and seconded by Trustee Hammer, to-wit:

RESOLVED, that the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska hereby offers and proposes a Resolution of Necessity for Tiburon View Storm Sewer Modifications in Tiburon, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

BE IT FURTHER RESOLVED, that said proposed Resolution of Necessity is hereby set for consideration at the Board of Trustees meeting to be held at such place, date and time as the attorney for the District in his sole and absolute discretion shall determine, and that the notice of the time and place of the meeting shall be published in the Papillion Times, Papillion, Nebraska on two (2) consecutive weeks, which publication shall contain the entire wording of the Resolution, and shall be posted in three (3) conspicuous places within the boundaries of the District.

BE IT FURTHER RESOLVED, that the Notice to Contractors requesting bids for said service be published in the Papillion Times, Papillion, Nebraska, for three (3) consecutive weeks, on such dates and times as the attorney for the District in his sole and absolute discretion shall determine.

On the foregoing Resolutions the following Trustees voted "aye": Trustees Lichter, Christensen, Hammer, and Marsh. Voting "nay" thereon were the following: None. The Chairman then declared that said Resolutions were duly carried and adopted.

The Chairman stated the next order of business was to was to propose special assessments in Tiburon Village-Section XII, for Cornhusker Road Improvements. Mr. Hunter stated that the Board of Trustees was about to levy special assessments for the work done in Tiburon Village-Section XII. Out of an abundance of caution, he requested that the Board of Trustees accept all of the work done which is covered in Tiburon Village-Section XII, in Tiburon. After a discussion, the following Resolution was proposed by Trustee Lichter and seconded by Trustee Christensen, to-wit:

RESOLVED, that all work done which is the subject matter of the special assessments of lots 1-13 in Tiburon Village-Section XII, Tiburon is hereby accepted by the Board of Trustees.

On the foregoing Resolution the following Trustees voted "aye": Trustees Lichter, Christensen, Hammer, and Marsh. Voting "nay" thereon were the following: None. The Chairman then declared that said Resolution was duly carried and adopted.

The Chairman then indicated that the necessary documents for the levy of special assessments in Tiburon Village-Section XII, Tiburon have been prepared by the engineers and filed with the District. The improvements proposed to be specially assessed in Tiburon Village, Tiburon are the following: Cornhusker Road improvements. Included in the Statement of Costs for each of the improvements is the proposed assessment to be levied against each lot, together with the plat of the property, which shows the lots to be specially assessed. After a full and complete discussion, the following Resolutions were proposed by Trustee Lichter and seconded by Trustee Christensen, to-wit:

RESOLVED, that the Clerk of the District shall give notice as required by the statute and as hereinafter outlined in this Resolution.

RESOLVED FURTHER, that notice concerning the proposed special assessments to be levied in Tiburon Village-Section XII, Tiburon, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, located within the boundaries of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, for Cornhusker Road Improvements, all in Tiburon

Village-Section XII, Tiburon, shall be published in the Papillion Times, Papillion, Sarpy County, Nebraska for three (3) consecutive weeks on such dates as the attorney for the District shall determine in his sole and absolute discretion and that hand bills of the notice shall be posted along the lines of the improvement work in connection with the above-noted improvement projects and such other and further notice shall be given to each and every party appearing to have a direct legal interest in the foregoing proceedings as required by law.

On the foregoing Resolution the following Trustees voted "aye": Trustees Lichter, Christensen, Hammer, and Marsh. Voting "nay" thereon were the following: None. The Chairman then declared that said Resolution was duly carried and adopted.

The Chairman stated the next order of business was for the Chairman to sign the Nebraska and Local Sales and Use Tax Return. This was accomplished.

The following are reporting items for the Trustees' information and required no action: a letter, dated March 15, 2010, to Rich James depositing \$24,752.89 in the Bond Fund and depositing \$4,667.11 in the General Fund from proceeds of sale of Lot 382; a Certificate To County Treasurer And Request For Funds Of The Sanitary And Improvement District No. 158 Of Sarpy County, Nebraska General Obligation Bonds Series 2009B; a Certificate To County Treasurer And Request For Funds Of The Sanitary And Improvement District No. 158 Of Sarpy County, Nebraska General Obligation Bonds Series 2009A; General Ledger detail revenue listing per Funds of SID 158 from the Sarpy County Treasurer; and budget spreadsheets for year to date of the fiscal year.

The Chairman stated the next order of business was the consideration of the hereinafter described statements, bills and invoices. The Trustees agreed to issue General Fund Warrants payable to Arbor Hills which shall be held at the office of Ronald W. Hunter until he is notified by Trustee Hammer to release said warrants. After a full and complete discussion, the following Resolutions were moved by Trustee Christensen and seconded by Trustee Lichter, to-wit:

BE IT RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, that the Chairman and Clerk be and hereby are directed and authorized to execute and deliver General Fund Warrants Nos. 5356 through 5370 of the District, dated the date of this meeting, to the following payees and in the following amounts, said Warrants to be drawn on the General Fund of the District and to draw interest at the rate of seven percent (7%) per annum, to be redeemed no later than April 14, 2013, subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska, after notice is given as required by

law, to-wit:

WARRANT NO. 5356 in the amount of \$10.73 made payable to OMAHA WORLD HERALD MEDIA GROUP, per Customer No. 154004, Order No. 0001200334-01, attached.

WARRANT NO. 5357 in the amount of \$24.91 made payable to BLACK HILLS ENERGY, per Account No. 8978 6461 65, dated 03/30/10 and 03/01/10, attached.

WARRANT NO. 5358 in the amount of \$1,037.56 made payable to O.P.P.D., per Account No. 2097155308, dated 03/10/10 and 04/09/10, attached.

WARRANT NO. 5359 in the amount of \$10,948.85 made payable to O.P.P.D., per Account No. 9063100050, dated 03/10/10 and 04/09/10, attached.

WARRANT NO. 5360 in the amount of \$44.93 made payable to QWEST, per Account No. 402 895-8841 741, dated 03/07/10, attached.

WARRANT NO. 5361 in the amount of \$4,961.28 made payable to PAPILLION SANITATION, per Invoice No. 1878652, attached.

WARRANT NO. 5362 in the amount of \$15,542.25 made payable to THOMPSON, DREESSEN, DORNER, INC., per Project No. 1592-104, Invoice No. 88030 and Project No. 1591-103, Invoice No. 88029, attached.

WARRANT NO. 5363 in the amount of \$23.27 made payable to GREAT PLAINS ONE-CALL SERVICES, INC., per Invoice No. 310SD158, attached.

WARRANT NO. 5364 in the amount of \$32.00 made payable to NEBRASKA PUBLIC HEALTH ENVIRONMENTAL LAB, per Invoice No.

348655, attached.

WARRANT NO. 5365 in the amount of \$3,116.00 made payable to ELDEN HOBZA, per Invoice Nos. 101082, 101078, 101079, 101080, and 101081, attached.

WARRANT NO. 5366 in the amount of \$190.00 made payable to DAVID KUDRNA, per Invoice Nos. 100 and 101, attached.

WARRANT NO. 5367 in the amount of \$5,102.41 made payable to FIELD R & D, per Invoice No. 100040, attached.

WARRANT NO. 5368 in the amount of \$48.26 made payable to NEBRASKA DEPARTMENT OF REVENUE, per Sales tax, attached.

WARRANT NO. 5369 in the amount of \$9,315.00 made payable to ARBOR HILLS TREES & LANDSCAPING, per Invoice No. 844, attached.

WARRANT NO. 5370 in the amount of \$17,595.00 made payable to ARBOR HILLS TREES & LANDSCAPING, per Invoice No. 847, attached.

BE IT RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Construction Fund Warrant Nos. 5371 through 5372 of the District, dated the date of this meeting, to the following payees and in the following amounts, said Warrants to be drawn on the Construction Fund of the District and to draw interest at the rate of seven percent (7%) per annum (interest to be payable on March 1 of each year) and to be redeemed no later than April 14, 2015, subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska, after notice is given as required by law, to-wit:

WARRANT NO. 5371 in the amount of \$500.00 made payable to GREAT WESTERN BANK, per

Statements dated 04/01/10, attached.

WARRANT NO. 5372 in the amount of \$25.00
made payable to AMERITAS INVESTMENT
CORP., per 5% fee agreement.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, that both they and the district hereby find and determine and covenant, warrant and agree as follows: the improvements and/or facilities being financed or refinanced by the above Warrants are for essential governmental functions and are designed to serve members of the general public on an equal basis; all said improvements have from the time of their first acquisition and construction been owned, are owned and are to be owned by the District or another political subdivision; to the extent special assessments have been or are to be levied for any of said improvements, such special assessments have been or are to be levied under Nebraska law as a matter of general application to all property specially benefited by said improvements in the District; the development of the land in the District is for residential or commercial use and the development of the land in the District for sale and occupation by the general public has proceeded and is proceeding with reasonable speed; other than any incidental use of said improvements by a developer during the initial period of development of said improvements, there have been, are and will be no persons with rights to use such improvements other than as members of the general public; none of the proceeds of said Bonds or any refinanced indebtedness have been or will be loaned to any private person or entity; the District hereby authorizes and directs the Chairperson or Clerk to file or cause to be filed, when due, an information reporting form pursuant to Section 149(e) of the Internal Revenue Code of 1986, as amended, pertaining to the above Warrants; and the District does not reasonably expect to sell or otherwise dispose of said improvements and/or facilities, in whole or in part, prior to the last maturity of the above Warrants.

BE IT FURTHER RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, that the District hereby covenants, warrants and agrees as follows: (a) to take all actions necessary under current federal law to maintain the tax exempt status (as to taxpayers generally) of interest on the above Warrants; and (b)

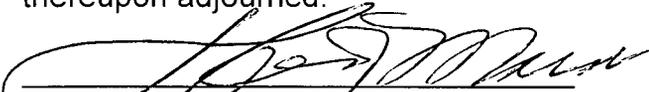
to the extent that it may lawfully do so, the District hereby designates the above Warrants as its "qualified tax exempt obligations" under Section 265(b)(3)(B)(I)(III) of the Internal Revenue Code of 1986 as amended and covenants and warrants that the District does not reasonably expect to issue Warrants or Bonds or other obligations aggregating in the principal amount of more than \$5,000,000.00 during the calendar year in which the above Warrants are to be issued. BE IT FURTHER RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska that this and the preceding Resolutions are hereby adopted as the Certificate with Respect to Arbitrage of the District hereby further certify, as of the date of the registration of the above Warrants with the County Treasurer of Sarpy County, Nebraska, as follows:

1. No separate reserve or replacement fund has been or will be established with respect to the above Warrants. The District reasonably anticipates that monies in its Bond Fund reasonably attributable to the above Warrants in excess of the lesser of: (a) 10% of the net principal proceeds of the above Warrants, (b) the maximum annual debt service due on the above Warrants, or (c) 125% of average annual debt service due on the above Warrants will be expended for payment of principal of and interest on the above Warrants within 13 months after receipt of such monies. That amount which is currently held in the District's Bond Fund which exceeds the amount which is to be expended for payment of principal and interest on the above Warrants within 13 months after receipt of such monies, plus that amount arrived at pursuant to the immediately preceding sentence, will not be invested in any securities or any other investment obligations which bear a yield, as computed in accordance with the actuarial method, in excess of the yield of the above Warrants.
2. To the best of their knowledge, information and belief, the above expectations are reasonable.
3. The District has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its Bonds.
4. This Certificate is being passed, executed and delivered pursuant to Sections 1.148-2 (b)(2) of the Income Tax Regulations under the Internal Revenue Code of 1986, as amended.

On the foregoing Resolutions the following Trustees voted "aye": Trustees Christensen, Lichter, Hammer, and Marsh. Voting "nay" thereon were the following: None.

The Chairman then declared that said Resolutions were duly carried and adopted.

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



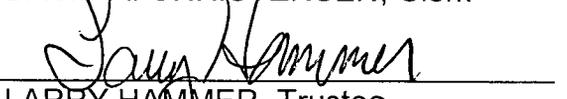
ALLEN J. MARSH, Chairman



PATRICK S. LICHTER, Trustee



DAVID A. CHRISTENSEN, Clerk



LARRY HAMMER, Trustee

 ABSENT _____
PAUL R. STOUPA, Trustee

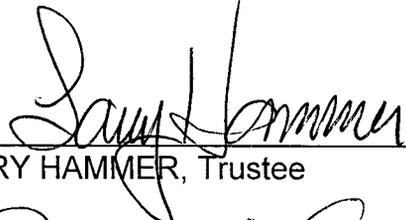
ACKNOWLEDGMENT OF RECEIPT
OF
NOTICE OF MEETING

THE UNDERSIGNED Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said District, and the Agenda for such meeting held at 5:15 p.m. on April 14, 2010 at 9915 South 148th Street, Omaha, Nebraska.

DATED this 14th day of April, 2010.


ALLEN J. MARSH, Chairman


DAVID A. CHRISTENSEN, Clerk


LARRY HAMMER, Trustee


PATRICK S. LICHTER, Trustee


PAUL R. STOUPA, Trustee

CERTIFICATE

The undersigned hereby certify that they are the Chairman and Clerk of Sanitary and Improvement District Number 158 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 given 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 14th day of April, 2010.


Chairman


Clerk

AFFIDAVIT OF PUBLICATION

STATE OF NEBRASKA }
 } SS.
County of Sarpy }

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

Thursday, April 8, 2010 Papillion Times

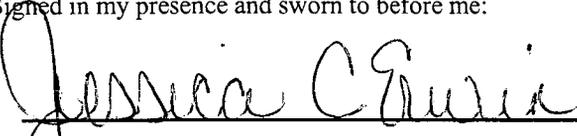
And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.



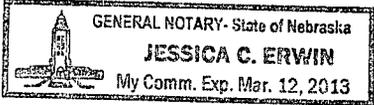
Shon Barenklau OR Kirk Hoffman
Publisher Business Manager

RONALD W. HUNTER
Attorney at Law
11605 Arbor Street Suite 104
Omaha, NE 68144
St., Suite 104, Omaha, Nebraska, and includes payment of bills of the District.
Dave Christensen
Clerk of the District
1214334-4/8

NOTICE OF MEETING
Sanitary and Improvement District
No. 158 of Sarpy County, Nebraska
NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, will be held at 5:15 p.m., on 14th day of April, 2010, at 9915 South 148th Street, Omaha, Nebraska, which meeting will be open to the public.
An Agenda for such meeting, kept continuously current, is available for public inspection at the office of the Chairman of the Board of the District at 11605 Arbor

Today's Date 04-07-2010
Signed in my presence and sworn to before me:


Notary Public



Printer's Fee \$ 10.73
Customer Number: 154004
Order Number: 0001214334

AGENDA

Meeting of the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska:

Allen J. Marsh, Chairman
David A. Christensen, Clerk
Larry Hammer, Trustee
Patrick S. Lichter, Trustee
Paul Stoupa, Trustee

Held at 5:15 p.m. on April 14, 2010 at 9915 South 148th Street, Omaha, Nebraska.

1. Call meeting to order and roll call.
2. The Chairman to state to all in attendance that a current copy of the Nebraska Open Meetings Act is available for review and indicate the location of such copy in the room where the meeting is being held.
3. Update from Gerry Gutoski.
4. Discussion regarding property owner questions or concerns.
5. A discussion regarding permitting structures other than a house.
6. A discussion regarding paving repair in Tiburon Patio Homes.
7. A discussion regarding Preliminary Engineer's Estimate for Tiburon View Storm Sewer Modifications.
8. Consider levying special assessments against Dial for Cornhusker Street.
9. Chairman to sign Nebraska and Local Sales and Use Tax Return.
10. The following are reporting items for the Trustees' information and required no action: a letter, dated March 15, 2010, to Rich James depositing \$24,752.89 in the Bond Fund and depositing \$4,667.11 in the General Fund from proceeds of sale of Lot 382; a Certificate To County Treasurer And Request For Funds Of The Sanitary And Improvement District No. 158 Of Sarpy County, Nebraska General Obligation Bonds Series 2009B; a Certificate To County Treasurer And Request For Funds Of The Sanitary And Improvement District No. 158 Of Sarpy County, Nebraska General Obligation Bonds Series 2009A; General Ledger detail revenue listing per Funds of SID 158 from the Sarpy County Treasurer; and budget spreadsheets for year to date of the fiscal year.

11.	Pay the following bills (statements and/or invoices attached):		
A.	World Herald Media Group Customer No. 154004 Order No. 0001200334-01		10.73
B.	Black Hills Energy Account No. 8978 6461 65 dated 03/30/10		24.91
C.	O.P.P.D. Account No. 2097155308 dated 03/10/10 dated 04/09/10	517.28 <u>520.28</u>	1,037.56
D.	O.P.P.D. Account No. 9063100050 dated 03/10/10 dated 04/09/10	5,518.10 <u>5,430.75</u>	10,948.85
E.	Qwest Account No. 402 895-8841 741 dated 03/07/10		44.93
F.	Papillion Sanitation Invoice No. 1878652		4,961.28
G.	Thompson, Dreessen, Dorner, Inc. Project No. 1592-104, Invoice No. 88030 Project No. 1591-103, Invoice No. 88029	13,360.50 <u>2,181.75</u>	15,542.25
H.	Great Plains One-Call Services, Inc. Invoice No. 310SD158		23.27
I.	Nebraska Public Health Environmental Laboratory Invoice No. 348655		32.00
J.	Elden Hobza Invoice No. 101082 Invoice No. 101078 Invoice No. 101079 Invoice No. 101080 Invoice No. 101081	480.00 1,110.00 480.00 480.00 <u>566.00</u>	3,116.00

K.	David Kudrna		
	Invoice No. 100	120.00	
	Invoice No. 101	<u>70.00</u>	190.00
L.	Field R & D		
	Invoice No. 100040		5,102.41
M.	Nebraska Department of Revenue		
	Sales Tax		48.26
N.	Great Western Bank		
	Statement dated 04/01/10	250.00	
	Statement dated 04/01/10	<u>250.00</u>	* 500.00
O.	Ameritas Investment Corp.		
	5% Fee Agreement		* 25.00

12. Adjourned.

THE UNDERSIGNED, hereby certifies that the foregoing Agenda was prepared and available for public inspection at the address shown on the published notice of meeting at least 24 hours prior to the commencement of said meeting, and that no items were added to the Agenda after the commencement of the meeting.



Clerk

Kristi Bland

From: "Allen Marsh" <almarsh@sappbrospetro.com>
To: "Kristi Bland" <rwhre@hunterlaw.omhcoxmail.com>
Sent: Monday, March 29, 2010 4:54 PM
Subject: Items for SID 158 agenda

Kristi,

I would like to discuss permitted structures other than the house.

Allen



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

April 5, 2010

Chairman and Board of Trustees
Sanitary and Improvement District No. 158
of Sarpy County, Nebraska
c/o Mr. Ron W. Hunter, Attorney
11605 Arbor Street, Suite 104
Omaha, NE 68144

Robert E. Dreessen, P.E.
Ka "Kip" P. Squire III, P.E., S.E.
Douglas S. Dreessen, P.E.
Chris E. Dorner, L.S.
Nelson J. Hymans, P.E.
James D. Warner, L.S.
Charles E. Riggs, P.E.
John M. Kottmann, P.E.
Arthur D. Beccard, P.E.
Dean A. Jaeger, P.E.
Richard M. Broyles, L.S.

David H. Neef, L.S.
Ronald M. Koenig, L.S.
Michael J. Smith, L.S.
Troy J. Nissen, P.E., S.E.
Douglas E. Kellner, P.E.
Gary A. Norton, P.E.
Brian L. Lodes, P.E. LEED AP
Kurtis L. Rohn, P.E.
Jeffrey L. Thompson, P.E.
Daren A. Konda, P.E.
Michael T. Caniglia, L.S.
Jeremy T. Steenhoek, P.E.
Joshua J. Storm, P.E.

RE: Paving Repair
Tiburon Patio Homes
TD² File No. 1592-103.4

Board Members:

At your request, we have inspected the condition of the Asphalt Pavement within the Tiburon Patio Homes Area along Cypress Street, 171st Street, Oakmount Street, and 172nd Circle. The existing streets are asphalt surfaced with an inverted crown. Potholes have developed and some raveling has occurred along the center cold joint. The potholes appear to have affected only the wearing surface. The base course and pavement subgrade appears not to have been affected. In our opinion, the potholes can be filled and the wearing surface restored without replacing the entire wearing surface.

We have contacted U.S. Asphalt Co and requested a cost to repair the potholes that have developed in the existing pavement. The enclosed proposal to repair the pavement surface was received from U.S. Asphalt Co. on April 5, 2010 in the amount of \$8,760.00. U.S. Asphalt Co. is a qualified contractor and we recommend the Board accept their Proposal and proceed with the Paving Repair.

Respectfully submitted,

Dean A. Jaeger, P.E.
THOMPSON, DREESSEN & DORNER, INC.

DAJ, bam

cc: Allan Marsh

Enclosure

Proposal



U.S. ASPHALT CO.

14012 GILES RD., OMAHA, NE. 68138, PHO. 402/895-3454
Fax: 402-895-3697

Attn: Dean Jaeger

Proposal Submitted To: Thompson, Dreessen & Dorner, Inc.		Phone: 330-8860 Cell:	Fax / E-Mail: 330-5866
Address: 10836 Old Mill Road		Job Name: SID 158 Tiburon Patio Homes	
City, State and Zip Code: Omaha, NE 68154		Job Location: 170th & Cornhusker Road	
Architect: Site Inspection	Date of Plans: April 2, 2010	Start Date: ASAP	Date Submitted: April 5, 2010

Scope of Work:

Asphalt Surface Repair

Remove 2" inches of existing asphalt by method of "Cold Milling" at 8 locations that are showing deterioration. Clean, tack and install up to a 2" inch average surface course of Asphaltic Concrete to help reinforce the existing surface. Approximate area 4,613.80 SF.

\$8,760.00

We Propose hereby to furnish material and labor – complete in accordance with above specifications. For the amount of: **\$8,760.00**
Unit Price Contract _____ Lump Sum Contract XXX

Subby Falcone - Estimator

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Any future increases by raw materials suppliers will be passed on to Customer. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary Insurance. Our workers are fully covered by Worker's Compensation Insurance.

Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 calendar days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

This order is accepted upon confirmation of an authorized representative of the company, notification of which is hereby waived by the customer, receipt of a copy of this order signed by an estimator commits customer to accept and settle for proposed work in the manner specified herein. The terms and conditions printed on the reverse side of this page, which include warranty, are part of this order and should be read before signing.

Accepted by Company _____

Title _____

Date _____

CUSTOMER COPY



THOMPSON, DREESSEN & DORNER, INC.

Consulting Engineers & Land Surveyors

April 7, 2010

Chairman and Board of Trustees
Sanitary and Improvement District No. 158
of Sarpy County, Nebraska
c/o Mr. Ronald W. Hunter, Attorney
11605 Arbor Street, Suite 104
Omaha, NE 68154

RE: Preliminary Engineer's Estimate
Tiburon View Storm Sewer Modifications
TD² File No. 1592-103.5

Board Members:

We have reviewed the storm sewer system serving South 175th Circle north of Cornhusker Road (Tiburon View 1st, 2nd and 3rd Additions). There are currently 3 storm sewer inlets located on 175th Circle. A pair of inlets located at 9614 and 9615 South 175th Circle are connected and discharged via an underground pipe to the lake located on Outlot A, Tiburon View 2nd Addition. The 3rd inlet is located on the east side of the cul de sac of South 175th Circle and discharges via an underground storm pipe between 9501 and 9505 South 175th Circle into a drainage way located on Outlot A, Tiburon View 3rd Addition. We were requested to consider the removal of the two inlets at 9614 and 9615 South 175th Circle and the abandonment of the discharge in the lake. After reviewing the location of existing inlets and the drainage area contributing storm water runoff along South 175th Circle, we do not recommend removing the two existing inlets, as all the runoff would then be directed to the single inlet in the cul de sac exceeding its capacity and may cause local flooding at that location.

We also preformed a preliminary design for an underground storm sewer to connect the two inlets at 9614 and 9615 South 175th Circle to the inlet located in the cul de sac combining the discharge to a single location. Consolidating the storm sewer discharge would eliminate the discharge into the lake and the complaints of sands and gravels used to treat street surfaces during the winter being deposited in the lake.

The following is the Preliminary Estimate of the costs associated with constructing a 15" Storm Sewer pipe along the east side of 175th Street connecting all the existing storm sewer inlets and installing a manhole with a sump and trash hood to trap some of the sands and gravel entering the storm sewer system. The construction will cause disruption to the existing residences as sidewalks and driveways would need to be removed to accommodate construction of the storm sewer pipe.

Robert E. Dreesen, P.E.
Ka "Kip" P. Squire III, P.E., S.E.
Douglas S. Dreesen, P.E.
Chris E. Dorner, L.S.
Nelson J. Hymans, P.E.
James D. Warner, L.S.
Charles E. Riggs, P.E.
John M. Kottmann, P.E.
Arthur D. Beccard, P.E.
Dean A. Jaeger, P.E.
Richard M. Broyles, L.S.

David H. Neef, L.S.
Ronald M. Koenig, L.S.
Michael J. Smith, L.S.
Troy J. Nissen, P.E., S.E.
Douglas E. Kellner, P.E.
Gary A. Norton, P.E.
Brian L. Lodes, P.E. LEED AP
Kurtis L. Rohn, P.E.
Jeffrey L. Thompson, P.E.
Daren A. Konda, P.E.
Michael T. Caniglia, L.S.
Jeremy T. Steenhoek, P.E.
Joshua J. Storm, P.E.

Item	Description	Approx. Quantity	Unit	Unit Price	Amount
1	15" RCP Class III Storm Sewer Pipe, in place	410	L.F.	\$25.00	\$10,250.00
2	Remove and Replace 4" PCC Sidewalk	650	S.F.	\$5.00	\$3,250.00
3	Remove and Replace 6" PCC Driveway	1,440	S.F.	\$8.00	\$11,520.00
4	54" I.D. Storm Sewer Manhole w/Sump and Trash Hood	1	EA.	\$2,500.00	\$2,500.00
5	15' Pipe Plug, in place	1	EA.	\$500.00	\$500.00
Total Estimated Construction Cost.					\$28,020.00
Estimated Engineering, Testing, and Staking					\$5,480.00
Total Estimated Project Cost					\$33,500.00

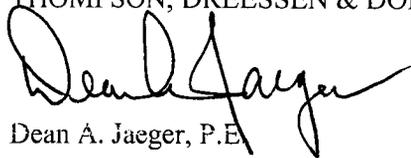
Another option to minimize the amount of sands and gravels entering Outlot A at the discharge points is to leave the inlets and pipes as currently configured and add a manhole with a sump and trash hood downstream of the inlets. The preliminary estimate to add two manholes to the existing systems would be \$10,000.00.

Both options would require maintenance on an annual or semi annual basis to remove sediments collected in the manhole sump. The sediment would need to be removed with a vacuum truck.

If there are any questions, please call.

Respectfully submitted,

THOMPSON, DREESSEN & DORNER, INC.



Dean A. Jaeger, P.E.

DAJ/bam

Ronald W. Hunter
Attorney at Law
11605 Arbor St., Suite 104
Omaha, NE 68144
e-mail: rwhre@hunterlaw.omhcoxmail.com

Phone (402) 397-6965

Fax (402) 397-0607

February 5, 2009

Fullenkamp, Doyle & Jobeun
ATTN: Robert C. Doyle
11440 West Center Road
Omaha, NE 68144-4482

Mark A. Westergard
E & A Consulting Group, Inc.
330 North 117th Street
Omaha, NE 68154-2509

Dear Bob and Mark:

This letter is written in reference to a letter from Mark, dated September 24, 2008, in which he states that SID 158 owes SID 260 \$57,350.09. I maintain that SID 158 owes SID 260 \$40,042.00 in an Interlocal Cooperation Agreement for the improvement of Cornhusker Road. The following outlines the conflicts in amount.

1. Enclosed is a copy of a Resolution adopted by the Board of the Sarpy County Commissioners on September 27, 2005. Attached to the adopted Resolution were the following:

a. A transmittal letter, dated September 16, 2005, from Robert Doyle, attorney for SID 260, enclosing a copy of the executed Interlocal Cooperation Agreement.

b. The Interlocal Cooperation Agreement, signed by all of the parties with Exhibits "A" and "B" attached.

c. Exhibit "B" is the Project Cost Estimate which shows that SID 260's share of the estimated Project Cost was \$300,160, SID 158's share ("Tiburon Comm.") was \$40,042, and Sarpy County's share was \$178,858. As you know, Project Costs includes soft costs.

d. A Memo, dated September 16, 2005, from Tom Lynam, County Surveyor, to the Sarpy County Board of Commissioners recommending the above breakdown between the three parties.

2. Attached is a letter from Mark Westergard, dated September 24, 2008, in which it is stated that SID 158's share of the Project Costs was \$57,350.07.

a. In this letter Mark says that "The agreement states that SID 260 will enter into a contract for the said improvements and SID 158 and Sarpy County shall reimburse SID 260 for their share of the improvements, including soft costs."

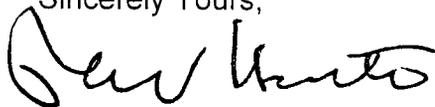
b. I disagree with the above statement in Paragraph 2.a. Paragraph 4 of the Interlocal Cooperation Agreement states, "All construction(,) engineering, legal, testing and miscellaneous costs for the Improvements (the soft costs) shall be paid for by SID #260 and upon completion, SID #260 will bill Sarpy County and SID #158 for their respective shares of the contract amounts shown on Exhibit "B" attached" (In the above quoted language the insertion and words in parenthesis and underlining has been added.) SID #158's share of the "contract amount" is \$40,042.00.

c. If the construction contract amount exceeds the contract amount stated in the Interlocal Cooperation Agreement, the law requires SID 260 to notify SID 158 before the work is done and obtain the consent of SID 158 for an increase in the contract amount. The first notice of the increase in the contract amount was Mark Westergard's letter to Ron Hunter, dated September 24, 2008, after the extra work was done without the consent of SID 158.

d. In its advertised and adopted Resolution of Necessity, SID 158 used the contract amount in the Interlocal Cooperation Agreement of \$40,042.00. If this amount is acceptable, SID 158 will issue warrants payable to SID 260 at SID 158's next Board of Trustees meeting.

If you have any questions, please contact me.

Sincerely Yours,



Ronald W. Hunter

RWH:kab
enclosures

cc: All of the SID 158 Trustees;
with attachments

PE/LS, Inc., with attachments

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AUTHORIZING CHAIRMAN TO SIGN INTERLOCAL
COOPERATION AGREEMENT FOR THE IMPROVEMENT OF THE
INTERSECTION OF 168thTH STREET AND CORNHUSKER ROAD

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 1997), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 1997), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, an agreement has been proposed with Sanitary and Improvement Districts No. 158 and 260 of Sarpy County Nebraska pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 to 827 (Reissue 1997), for the improvement of the intersection of 168thth Street and Cornhusker Road, including approaches to said intersection, and the allocation of the costs of said improvements; and,

WHEREAS, said agreement, is in the best interest of the citizens of Sarpy County and the traveling public.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT, pursuant to the statutory authority set forth above, the Chairman of this Board, together with the County Clerk, be and hereby are authorized to execute on behalf of this Board an agreement with Sanitary and Improvement Districts No. 158 and 260 of Sarpy County Nebraska, made pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 to 827 (Reissue 1997), for the improvement of the intersection of 168thth Street and Cornhusker Road, a copy of which is attached hereto.

DATED this 27th day of September, 2005.

Moved by Tim Gay, seconded by Tim Schram, that the above

Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature]

none

none

Paul Cook

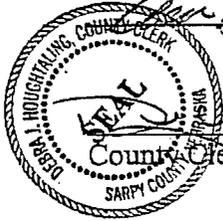
Aldona V. Doyle

Suzanne Boyd

Jim Schorn

ABSTAIN:

none



J. J. [unclear]

Approved as to form:

[Signature]
Deputy County Attorney

FULLENKAMP, DOYLE & JOBEUN

JOHN H. FULLENKAMP
ROBERT C. DOYLE
LARRY A. JOBEUN
AIMEE J. HALEY
BRIAN C. DOYLE

11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482
TELEPHONE: (402) 334-0700
TELECOPIER: (402) 334-0815
FEDERAL I.D. #47-052132B
E-MAIL: RCD@FDJLAW.COM
WRITERS'S DIRECT DIAL
(402) 691-5299

September 16, 2005

Mr. Tom Lynam
Sarpy County Surveyors
15100 So. 84th Street
Papillion, NE 68046

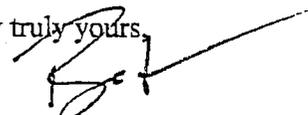
RE: Interlocal Cooperation Agreement - SID
#260 & 158

Dear Tom:

Enclosed please find Interlocal Cooperation Agreements executed by SIDs #158 and 260.
Upon execution by Sarpy County, please forward a copy to this office.

If you have any questions, please contact the undersigned.

Very truly yours,


ROBERT C. DOYLE

dkl
Enc.

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made and entered into by and between THE COUNTY OF SARPY, NEBRASKA (hereinafter referred to as "Sarpy County") and SANITARY AND IMPROVEMENT DISTRICT NOS. 158 and 260 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "SID #158 and #260, respectively).

PRELIMINARY STATEMENT

SIDs #158 and #260 abut 168th Street and Cornhusker Road. Sarpy County has the jurisdiction and control of 168th Street and Cornhusker Road. All parties to this Agreement are desirous of making certain improvements to 168th Street and Cornhusker Road necessary to bring such streets to typical county design standards.

Pursuant to the Interlocal Cooperation Act, Section 13-801, et. seq., Sarpy County and SIDs #158 and #260 are authorized to enter into this Agreement with each other so as to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such political subdivisions.

It is in the best interests and would be mutually advantageous to Sarpy County and SIDs #158 and #260 to improve at this time, pursuant to this Agreement, 168th Street and Cornhusker Road as shown on the site plan (the "Site Plan") attached hereto as Exhibit "A" and incorporated herein by this reference. Such improvements may include, without limitation, acquisition of additional right of way, a change of grade, widening concrete or asphaltic pavement, relocation of utilities, installation of storm sewers and other drainage facilities, and related improvements, hereinafter referred to as the "Improvements".

NOW THEREFORE, in consideration of the covenants herein set forth, Sarpy County, SIDs #158 and #260 do hereby agree and contract with each other as follows:

1. No Administrative Entity. There shall be no separate legal or administrative entity created to administer this Agreement and, therefore, no separate budget established for such an entity.

2. Plans and Design. SID #260 will contract with E & A Consulting Group, registered engineers in the State of Nebraska, for the preparation of plans and specifications for the construction of the Improvements. The final plans and specifications shall be subject to approval by each of the parties hereto, which approval shall not be unreasonably withheld. However, construction administration, construction management, and the public bidding of the Improvements shall be the exclusive responsibility of E & A.

The total estimated cost of the Improvements is Five Hundred Nineteen Thousand Sixty and No/100 (\$519,060.00) Dollars.

3. Construction. SID #260 agrees to cause the Improvements to be constructed in accordance with the plans and specifications approved by the parties hereto in accordance with Paragraph 2. During the course of the construction of the Improvements, Sarpy County may at any time cause inspection of the work to insure compliance with the final plans and specifications. The parties hereto agree that Sarpy County will own, operate and, at its cost, maintain the Improvements within the right-of-way upon completion.

4. Payment of Construction Costs. All construction engineering, legal, testing and miscellaneous costs for the Improvements shall be paid for by SID #260 and upon completion, SID #260 will bill Sarpy County and SID #158 for their respective shares of the contract amount as shown on Exhibit "B" attached hereto and by this reference incorporated herein which shall be paid within thirty (30) days after receipt of such statement.

5. Purpose of Agreement: Timing of Work. It is the mutual desire and intention of the parties that the Improvements shall be completed by December 31, 2005. Accordingly, the parties hereby agree to cooperate with each other and make reasonable, good faith efforts to perform their obligations hereunder in a timely manner so as to achieve completion of all of the Improvements contemplated by this Agreement by December 31, 2005.

6. Records. SID #260 shall maintain records of all construction costs incurred by SID #260 in connection with the Improvements, and Sarpy County shall have the right to audit and review such records at any time to assure that such records are accurate.

7. Duration. This Agreement shall continue until such time as the Improvements to be performed by Sarpy County pursuant to this Agreement have been completed, unless this Agreement is terminated sooner by the written agreement of all parties hereto.

8. Appointment of Administrators. E & A Consulting Group shall administer this contract on behalf of SID #260 and the remaining parties.

9. Nondiscrimination Clause. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, Contractor agrees that it nor any of its subcontractors or agents shall discriminate against any employee, or applicant for employment to be employed in the performance of this agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

10. Drug Free Policy. Contractor assures SIDs #158, #260 and Sarpy County that Contractor has established and maintains a drug free workplace policy.

11. Choice of Law. This Agreement shall be governed in all respects by the laws of the State of Nebraska and the venue for any litigation with respect hereto shall be in the courts of Sarpy County, Nebraska.

12. Entire Agreement. This instrument contains the entire agreement of the parties and shall be binding upon the successors and assigns of the respective parties. No amendments, deletions or

additions shall be made to this Agreement except in writing signed by all parties. Nebraska law shall govern the terms and performances under this Agreement.

Executed by The County of Sarpy, Nebraska this 27th day of September, 2005.

THE COUNTY SARPY, NEBRASKA

By: Aldona V. Boyle
Chairman



[Signature]
County Clerk

APPROVED AS TO FORM:

By: [Signature]
Deputy County Attorney

Executed by Sanitary and Improvement District No. 158 of Sarpy County, Nebraska this ___ day of _____, 2005.

SANITARY AND IMPROVEMENT DISTRICT NO. 158 OF SARPY COUNTY, NEBRASKA

By: [Signature]
Chairman

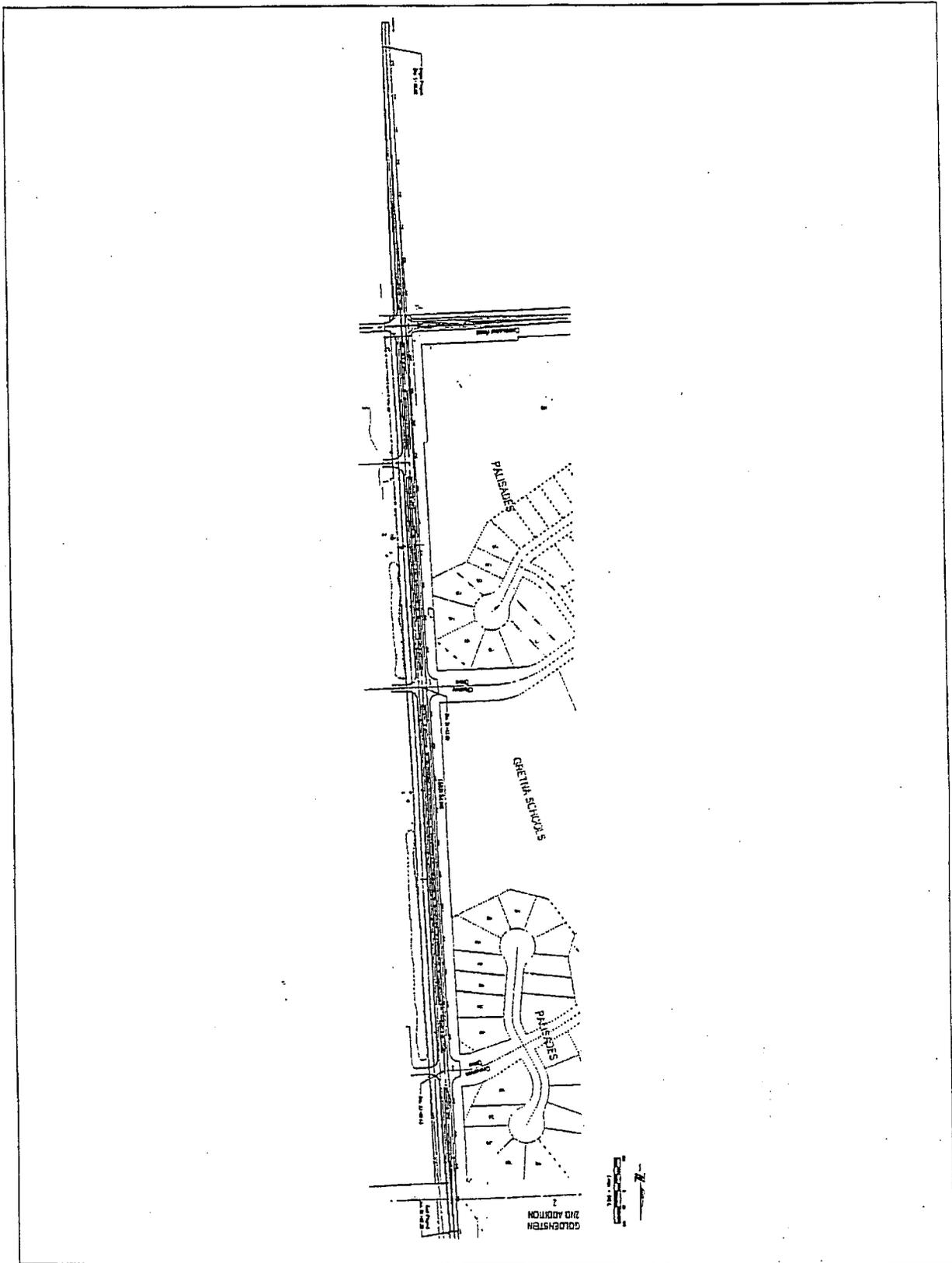
ATTEST:
[Signature]
Clerk

Executed by Sanitary and Improvement District No. 260 of Sarpy County, Nebraska this ___ day of _____, 2005.

SANITARY AND IMPROVEMENT DISTRICT NO. 260 OF SARPY COUNTY, NEBRASKA

By: [Signature]
Chairman

ATTEST:
[Signature]
Clerk



Project No.	166TH & CORNHUSKER
Sheet No.	1
Date	10/1/00
Scale	1/4\"/>

PAVING EXHIBIT

166TH & CORNHUSKER

e&a E&A CONSULTING GROUP, INC.
 ENGINEERS • PLANNERS • SURVEYORS

166TH & CORNHUSKER
 10/1/00

Exhibit "A"

168TH STREET IMPROVEMENTS IN PALISADES VICINITY

PROJECT COST ESTIMATE

NOVEMBER 1, 2004 (REVISED 1/19/05) (REVISED 4 12 05)

Exhibit "B"

ITEM NO.	DESCRIPTION	EST. QUANTITY	UNIT PRICE	AMOUNT	SID 260 SHARE	TIBURON COMM. SHARE	SARPY CO. SHARE
1	CLEARING AND GRUBBING GENERAL	1 LS	\$20,000.00	\$20,000.00	\$10,000	\$0	\$10,000
2	MISCELLANEOUS REMOVALS	1 LS	\$8,000.00	\$8,000.00	\$4,000	\$0	\$4,000
3	EARTHWORK (EMBANKMENT)	10,000 CY	3.50	\$35,000.00	\$21,000	\$1,400	\$12,600
4	COLD PLANNING - ASPHALT	11,700 SY	3.00	\$35,100.00	\$21,080	\$1,404	\$12,636
5	7" CONCRETE PAVEMENT AT STREET RETURNS	500 SY	30.00	\$15,000.00	\$7,500	\$0	\$7,500
6	CONSTRUCT COMBINATION CURB AND GUTTER	5,300 LF	11.00	\$58,300.00	\$29,150	\$0	\$29,150
7	4" CONCRETE SIDEWALK	10,800 SF	2.80	\$29,880.00	\$29,880	\$0	\$0
8	CONSTRUCT ASPHALT BASE COURSE	6,700 SY	12.00	\$80,400.00	\$39,000	\$3,400	\$26,000
9	CONSTRUCT ASPHALT SURFACE COURSE	17,900 SY	5.00	\$89,500.00	\$49,260	\$7,400	\$32,840
10	CONSTRUCT 18" R.C.P., CLASS III	300 LF	27.00	\$8,100.00	\$4,050	\$0	\$4,050
11	CONSTRUCT 24" R.C.P., CLASS III	200 LF	39.00	\$7,800.00	\$3,900	\$0	\$3,900
12	CONSTRUCT CURB INLET	8 EA	1,800.00	\$14,400.00	\$4,800	\$0	\$4,800
13	CONSTRUCT 24" R.C. FLARED END W/BAR GRATE	2 EA	1,800.00	\$3,600.00	\$1,800	\$0	\$1,800
14	CONSTRUCT OUTLET CONTROL STRUCTURE	1 EA	6,000.00	\$6,000.00	\$3,000	\$0	\$3,000
15	CONSTRUCT TYPE A RIP RAP	30 TONS	28.00	\$840.00	\$390	\$0	\$390
16	SEEDING - TYPE "A"	3 AC	2,300.00	\$6,900.00	\$4,140	\$278	\$2,484
17	SEEDING - TYPE "B"	3 AC	800.00	\$2,400.00	\$1,440	\$98	\$884
18	CONSTRUCT EROSION CONTROL BLANKET	1,600 SY	3.00	\$4,800.00	\$2,250	\$0	\$2,250
19	CONSTRUCT SILT FENCE	1000 LF	2.50	\$2,500.00	\$1,250	\$0	\$1,250
20	4" PREFORMED PAVEMENT MARKING TAPE PAVEMENT MARKING - WHITE	900 LF	2.00	\$1,800.00	\$1,080	\$72	\$648
21	4" PREFORMED PAVEMENT MARKING TAPE PAVEMENT MARKING - YELLOW	10,600 LF	2.00	\$21,200.00	\$12,600	\$840	\$7,560
22	BARRICADES & WARNING SIGNS	1 LS	4,500.00	\$4,500.00	\$2,700	\$180	\$1,620
23	PREFORMED PAVEMENT MARKING TAPE, MARKING SYMBOL - WHITE "LEFT TURN ARROW"	18 EA	200.00	\$3,600.00	\$1,920	\$128	\$1,152
24	PREFORMED PAVEMENT MARKING TAPE, MARKING SYMBOL - WHITE "ONLY"	8 EA	300.00	\$2,400.00	\$1,440	\$98	\$884
25	TRAFFIC SIGNAL (COMPLETE)	1 LS	75,000.00	\$75,000.00	\$42,750	\$24,750	\$7,500

TOTAL ESTIMATED PROJECT COST	\$519,060	SID 260 \$300,180	TIBURON COMM. \$40,042	SARPY CO. \$178,858
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THOMAS A. LYNAM

SARPY COUNTY SURVEYOR

• 15100 SOUTH 84th STREET • PAPHILLION, NEBRASKA 68046 • 402.339.4606 • FAX: 402.339.6555 •

Memo

To: Sarpy County Board of Commissioners

From: Tom Lynam, County Surveyor *TAL*

Date: 09/16/2005

Re: *Recommendation on improvements to the Intersection of 168th Street & Cornhusker Road with S.I.D.'s #158 & #260.*

I recommend approval of the Interlocal Agreement for the improvement of the Intersection of 168th Street and Cornhusker Road, between Sarpy County, S.I.D. (s) # 158 & #260.

Per the Agreement for S.I.D. # 260, they are to improve the roadway up to the estimated amount of (\$300,000) and S.I.D. # 158 in the estimated amount of (\$40,042) and Sarpy's participation at an estimated \$(178,858).

If you have any questions, please feel free to contact me.



40 Years!
Quality and Service for You

E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES

330 NORTH 117TH STREET
OMAHA, NE 68154-2509

www.eacg.com

PHONE: (402) 895-4700
FAX: (402) 895-3599

September 24, 2008

Mr. Ron Hunter, Attorney
11605 Arbor Street
Omaha, NE 68144

RE: INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN
SARPY COUNTY, SID 260 & SID 158
FOR 168TH STREET IMPROVEMENTS, PALISADES VICINITY
E & A #2004.020.001 (168TH ST.)

Dear Mr. Hunter:

In February of 2005 SID 158 entered into an Interlocal Cooperation Agreement with the SID 260 and Sarpy County for the improvement of 168th Street from approximately 500' south of Cornhusker Road to approximately 400' north of the north line of the Palisades. The agreement states that SID 260 will enter into a contract for the said improvements and SID 158 and Sarpy County shall reimburse SID 260 for their pro rata share of the improvements, including soft costs.

The work has been satisfactorily completed in accordance with the plans and specifications and payment has been made to the Contractor. Per the attached Allocation of Costs, payment to SID 260 is recommended in the amount of **\$57,350.09**.

Sincerely,
E & A CONSULTING GROUP

Mark A. Westergard, P.E.

Cc: Robert Doyle, Attorney for SID 260

FOR PAYMENTS

160TH STREET IMPROVEMENTS AT PALISADES

DATE: 5/15/08

BID ITEM NO	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT	SID 260 SHARE	SID 260 AMOUNT	SID 158 SHARE	SID 158 AMOUNT	SARPY CO. SHARE	SARPY CO. AMOUNT
1.	CLEARING & GRUBBING	1.00	LS	25,928.51	25,928.51	0.50	12,964.26	0.00	0.00	0.50	12,964.26
2.	EARTHWORK (HAIL IN)	4,355.00	CY	6.84	29,785.20	0.50	17,872.62	0.00	0.00	0.40	11,912.58
3.	EARTHWORK (EXCAVATION)	3,111.00	CY	4.74	14,746.14	0.60	8,847.68	0.00	0.00	0.40	5,898.46
4.	REMOVE & RESET SIGNS	14.00	EA	210.45	2,946.30	0.50	1,473.15	0.00	0.00	0.50	1,473.15
5.	REMOVE BARBED WIRE FENCE	630.00	LF	2.11	1,329.30	0.50	664.65	0.00	0.00	0.50	664.65
6.	REMOVE SILT FENCE	1,481.00	LF	0.94	1,373.34	0.50	686.67	0.00	0.00	0.50	686.67
7.	REMOVE EXISTING FLARED END SECTION	3.00	EA	233.58	700.77	0.50	350.39	0.00	0.00	0.50	350.39
8.	REMOVE & RESET FLARED END SECTION	0.00	EA	410.37	0.00	0.50	0.00	0.00	0.00	0.50	0.00
9.	REMOVE CONCRETE CURB & GUTTER	625.00	LF	7.89	4,931.25	0.50	2,465.63	0.00	0.00	0.50	2,465.63
10.	REMOVE 12" CMP	23.00	LF	15.92	366.16	0.50	183.08	0.00	0.00	0.50	183.08
11.	REMOVE 24" CMP	118.00	LF	17.21	1,996.36	0.50	998.18	0.00	0.00	0.50	998.18
12.	REMOVE 30" CMP	89.50	LF	18.49	1,285.06	0.50	642.53	0.00	0.00	0.50	642.53
13.	REMOVE 15" RCP	15.00	LF	16.56	248.40	0.50	124.20	0.00	0.00	0.50	124.20
14.	REMOVE 24" RCP	56.00	LF	17.21	963.76	0.50	481.88	0.00	0.00	0.50	481.88
15.	REMOVE 66" RCP	0.00	LF	22.36	0.00	0.50	0.00	0.00	0.00	0.50	0.00
16.	REMOVE 66" FLARED END SECTION	0.00	EA	513.48	0.00	0.50	0.00	0.00	0.00	0.50	0.00
17.	EXTEND 18" CMP	0.00	LF	41.35	0.00	0.50	0.00	0.00	0.00	0.50	0.00
18.	EXTEND 48" CMP	0.00	LF	95.35	0.00	0.50	0.00	0.00	0.00	0.50	0.00
19.	CONSTRUCT 16" RCP, CLASS III	232.00	LF	28.40	6,124.80	0.50	3,062.40	0.00	0.00	0.50	3,062.40
20.	CONSTRUCT 18" RCP, CLASS III	72.00	LF	3.93	282.96	0.50	141.48	0.00	0.00	0.50	141.48
21.	CONSTRUCT 24" RCP, CLASS III	908.00	LF	38.14	34,689.26	0.50	17,334.63	0.00	0.00	0.50	17,334.63
22.	CONSTRUCT 30" RCP, CLASS III	443.30	LF	53.12	23,548.10	0.50	11,774.05	0.00	0.00	0.50	11,774.05
23.	CONSTRUCT 36" RCP, D.0.01=1.350	268.60	LF	68.27	18,405.59	0.50	9,202.80	0.00	0.00	0.50	9,202.80
24.	CONSTRUCT 18" RCP FLARED END SECTION	1.00	EA	495.69	495.69	0.50	247.80	0.00	0.00	0.50	247.80
25.	CONSTRUCT 24" RCP FLARED END SECTION	1.00	EA	538.74	538.74	0.50	269.37	0.00	0.00	0.50	269.37
26.	CONSTRUCT 36" RCP FLARED END SECTION	2.00	EA	815.46	1,630.92	0.50	815.46	0.00	0.00	0.50	815.46
27.	CONSTRUCT CURB INLET, TYPE I	5.00	EA	2,472.69	12,363.45	0.50	6,181.73	0.00	0.00	0.50	6,181.73
28.	CONSTRUCT CURB INLET, TYPE III	7.00	EA	2,846.18	20,623.26	0.50	10,311.63	0.00	0.00	0.50	10,311.63
29.	CONSTRUCT AREA INLET, TYPE I	2.00	EA	2,420.08	4,840.16	0.50	2,420.08	0.00	0.00	0.50	2,420.08
30.	CONSTRUCT 64" ID MANHOLE	5.00	VF	442.88	2,214.80	0.50	1,107.45	0.00	0.00	0.50	1,107.45
31.	EARTHWORK (SUBGRADE)	2,870.00	SY	4.20	12,054.00	0.57	6,870.78	0.05	602.70	0.38	4,580.52
32.	COLD PLAINING - ASPHALT 1/2" MILL	12,000.00	SY	1.26	15,120.00	0.57	8,618.40	0.05	756.00	0.38	5,745.60
33.	CONSTRUCT 2" ASPHALT BASE COURSE	2,541.89	TN	41.15	104,598.36	0.57	59,821.07	0.05	5,229.82	0.38	39,747.38
34.	CONSTRUCT 2" ASPHALT OVERLAY	1,889.48	TN	52.48	98,662.86	0.57	50,537.63	0.05	4,433.14	0.38	33,691.99
35.	CONSTRUCT 7" PCC PAVEMENT	188.80	SY	47.35	8,939.68	0.57	5,095.62	0.05	446.89	0.38	3,397.08
36.	CONSTRUCT CONCRETE CURB & GUTTER	3,124.00	LF	9.47	29,584.28	0.57	16,853.04	0.05	1,479.21	0.38	11,242.03
37.	INSTALL 4" SOLID YELLOW TAPE (WET REFLECTIVE)	2,540.00	LF	2.01	5,105.40	0.57	2,910.08	0.05	255.27	0.38	1,840.05
38.	INSTALL 4" DASHED YELLOW TAPE (WET REFLECTIVE)	2,540.00	LF	0.52	1,320.80	0.57	752.86	0.05	66.04	0.38	501.90
39.	INSTALL 4" DOUBLE YELLOW TAPE (WET REFLECTIVE)	1,884.00	LF	3.97	6,885.48	0.57	3,810.72	0.05	334.27	0.38	2,540.44
40.	INSTALL 4" SOLID WHITE TAPE (WET REFLECTIVE)	1,200.00	LF	1.69	2,028.00	0.57	1,155.96	0.05	101.40	0.38	770.64
41.	INSTALL 4" SOLID WHITE PAINT (WET REFLECTIVE)	0.00	LF	1.05	0.00	0.57	0.00	0.05	0.00	0.38	0.00
42.	FULL DEPTH SAW CUT	5,279.00	LF	2.37	12,511.23	0.57	7,131.40	0.05	625.56	0.38	4,754.27
43.	BARRICADEING & FLAGMAN	1.00	LS	37,821.58	37,821.58	0.57	21,615.30	0.05	1,896.08	0.38	14,410.20
44.	PREFORMED PAVEMENT MARKING TAPE, MARKING SYMBOL WHITE "LEFT TURN ARROW"	6.00	EA	210.45	1,262.70	0.57	719.74	0.05	63.14	0.38	479.83
45.	PREFORMED PAVEMENT MARKING TAPE, MARKING SYMBOL WHITE "ONLY"	6.00	EA	226.22	1,357.32	0.57	773.67	0.05	67.87	0.38	515.78
46.	TRAFFIC SIGNAL (COMPLETE 168TH & GILES)	0.00	LS	75,730.56	0.00	0.00	0.00	0.00	0.00	1.00	0.00
47.	TRAFFIC SIGNALS (COMPLETE 168TH & CORNHUSKER)	1.00	LS	77,038.46	77,038.46	0.57	43,911.92	0.33	25,422.69	0.10	7,703.85
48.	SEEDING	3.60	AC	815.46	2,935.66	0.60	1,761.39	0.04	117.43	0.36	1,056.64
49.	CONSTRUCT SILT FENCE	70.00	LF	1.84	128.80	0.50	64.40	0.00	0.00	0.50	64.40
50.	REMOVE ASPHALT PAVING	542.43	SY	7.37	3,997.71	0.60	1,998.85	0.00	0.00	0.50	1,998.85
EXTRAS											
A.	CONSTRUCT 36" RC COLLARS - ADJUST FOR UTILITIES	2.00	EA	350.00	700.00	1.00	700.00	0.00	0.00	0.00	0.00
B.	CONSTRUCT 12" RC COLLARS - ADJUST FOR UTILITIES	1.00	EA	175.00	175.00	1.00	175.00	0.00	0.00	0.00	0.00
C.	CONSTRUCT 12" CMP	14.00	LF	38.00	532.00	0.50	266.00	0.00	0.00	0.50	266.00
D.	CONSTRUCT TEMPORARY BASE FOR STORM SEWER INLET	10.00	EA	385.50	3,855.00	0.50	1,927.50	0.00	0.00	0.50	1,927.50
E.	CONSTRUCT 60" MANHOLE	6.50	VF	503.10	3,270.15	0.50	1,635.08	0.00	0.00	0.50	1,635.08
F.	CONSTRUCT 72" AREA INLET	1.00	EA	5,445.18	5,445.18	0.50	2,722.59	0.00	0.00	0.50	2,722.59
G.	CONCRETE BACKFILL STORM SEWER	49.00	CY	125.00	6,125.00	0.50	3,062.50	0.00	0.00	0.50	3,062.50
H.	ROCK BEDDING FOR UNSTABLE STORM SEWER TRENCH	15.03	TN	16.00	240.48	0.50	120.24	0.00	0.00	0.50	120.24
I.	CONSTRUCT TYPE B RIP-RAP	52.83	TN	60.00	3,169.80	0.50	1,584.90	0.00	0.00	0.50	1,584.90
J.	FILTER FABRIC FOR RIP-RAP	150.00	SY	3.00	450.00	0.50	225.00	0.00	0.00	0.50	225.00
K.	FLOWABLE FILL EXISTING STORM SEWER	26.50	CY	100.00	2,650.00	0.50	1,325.00	0.00	0.00	0.50	1,325.00
L.	CONSTRUCT 24" RC COLLARS - ADJUST FOR UTILITIES	2.00	EA	250.00	500.00	1.00	500.00	0.00	0.00	0.00	0.00
M.	REMOVE EXISTING RIP-RAP	1.00	LS	750.00	750.00	0.50	375.00	0.00	0.00	0.50	375.00
N.	DAYLIGHT DITCH TO PROVIDE POSITIVE DRAINAGE	1.00	LS	750.00	750.00	1.00	750.00	0.00	0.00	0.00	0.00
O.	POTHOLE UTILITIES FOR DESIGN	1.00	LS	3,037.35	3,037.35	0.60	1,822.61	0.00	0.00	0.50	1,518.88
P.	LOWER GAS MAIN	1.00	LS	1,793.96	1,793.96	1.00	1,793.96	0.00	0.00	0.00	0.00
Q.	RELOCATE WATER MAIN	1.00	LS	7,875.00	7,875.00	0.50	3,937.50	0.00	0.00	0.50	3,937.50
R.	REMOVE AND RELAY 24" RCP	1.00	LS	2,750.00	2,750.00	0.50	1,375.00	0.00	0.00	0.50	1,375.00
S.	REMOVE AND RELAY 36" RCP	1.00	LS	2,200.00	2,200.00	0.50	1,100.00	0.00	0.00	0.50	1,100.00
T.	MODIFY SILT BASIN TO DRAIN INTO NEW STORM	1.00	LS	14,510.79	14,510.79	1.00	14,510.79	0.00	0.00	0.00	0.00
U.	REMOVE SILT FROM PALISADES BASIN	1.00	LS	8,064.16	8,064.16	1.00	8,064.16	0.00	0.00	0.00	0.00
V.	GRADE FOR ASPHALT & RMV SWALK ON CORNHUSKER	1.00	LS	1,050.70	1,050.70	0.50	525.35	0.00	0.00	0.50	525.35
W.	EROSION CONTROL BLANKET	2,610.00	SY	1.65	4,306.50	0.50	2,153.25	0.00	0.00	0.50	2,153.25
X.	REMOVE TEMPORARY INLET BASES & EXTEND INLET #4	1.00	LS	840.00	840.00	0.50	420.00	0.00	0.00	0.50	420.00
Y.	TEMPORARY PAINTED EDGE LINE	1,787.00	LF	0.51	911.37	0.57	519.48	0.05	45.57	0.38	346.32
Z.	CREDIT FOR CURB INLET FACE PLATES PER SPEC	12.00	EA	-200.00	-2,400.00	0.60	-1,200.00	0.00	0.00	0.50	-1,200.00
AA.	LABOR SALES TAX AT 3.179%	1.00	LS	22,411.83	22,411.83	1.00	22,411.83	0.00	0.00	0.00	0.00
BB.	OPTICON SYSTEM, 168TH & CORNHUSKER	1.00	LS	9,556.50	9,556.50	0.57	5,447.21	0.33	3,153.65	0.10	955.65
CC.	CREDIT, ELIMINATION OF WIRELESS INTERCONNECT	1.00	LS	-1,150.00	-1,150.00	0.57	-655.50	0.33	-379.50	0.10	-115.00
TOTAL AMOUNT EARNED TO DATE					727,408.08		421,849.48		44,717.42		280,841.18
LESS 5% RETAINED					\$36,370.40		\$21,092.47		\$2,235.87		\$13,042.06
CONSTRUCTION COST TO DATE					\$691,037.68		\$400,757.01		\$42,481.55		\$247,799.12
FISCAL COSTS					34,551.88		32,427.81		2,124.08		0.00
ENGINEERING COSTS					124,386.78		72,136.26		7,846.68		44,603.84
LEGAL COSTS					34,551.88		32,427.81		2,124.08		0.00
INTEREST COSTS					48,372.64		45,398.93		2,973.71		0.00
TOTAL PROJECT COST TO DATE					932,900.86		583,147.82		57,350.09		282,402.97

- WORKING COPY -



Nebraska and Local Sales and Use Tax Return

FORM
10

- If applicable, complete Schedule I on reverse side
- Complete and return Schedule III

PLEASE DO NOT WRITE IN THIS SPACE

Tax Cat. | Nebr. I.D. Number | Rpt. Code | Tax Period
 1 | 10144404 | 1 | JAN-MAR 2010-03
 26717 | **NAME AND LOCATION ADDRESS** | Due Date:
 APR 25 2010

NAME AND MAILING ADDRESS

SID NO -158 SARPY COUNTY NE
 11605 ARBOR ST STE 104
 OMAHA NE 68144

SID NO 158 SARPY COUNTY NE
 11605 ARBOR ST STE 104
 OMAHA NE 68144

• Name, address, or ownership changes? See Instructions.

Check this box if your business has permanently closed, has been sold to someone else, or your permit is no longer needed. New owners must apply for their own sales tax permit.

1	Gross sales and services (as reported on Nebraska Schedule III)	1	\$	9160	00
2	Net taxable sales (as reported on Nebraska Schedule III)	2		900	00
3	Nebraska sales tax (line 2 multiplied by .055)	3		49	50
4	Nebraska consumer's use tax (as reported on Nebraska Schedule III)	4		0	00
5	Local consumer's use tax from line 1, Nebraska Schedule I (on back)	5		0	00
6	Local sales tax from line 2, Nebraska Schedule I (on back)	6		0	00
7	Total Nebraska and local sales tax (line 3 plus line 6)	7		49	50
8	Sales tax collection fee (line 7 multiplied by .025; if the result is \$75.00 or more, enter \$75.00)	8		1	24
9	Sales tax due (line 7 minus line 8)	9		48	26
10	Total Nebraska and local consumer's use tax (line 4 plus line 5)	10		0	00
11	Total Nebraska and local sales and use tax due (line 9 plus line 10)	11		48	26
12	Previous balance with applicable interest at % per year and payments received through	12			

Check this box if your payment is being made by Electronic Funds Transfer (EFT).

13 BALANCE DUE (line 11 plus or minus line 12). Pay in full with return 13 \$ 48 26

Under penalties of law, I declare that, as a taxpayer or preparer I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is correct and complete.

sign here

Authorized Signature _____ Daytime Phone _____ Signature of Preparer Other Than Taxpayer _____ Daytime Phone _____
 Title _____ Date _____ Address _____ Date _____

E-Mail Address _____

REMEMBER THAT MOST SALES AND USE TAX RETURNS
 CAN BE FILED VIA THE INTERNET.

VISIT WWW.REVENUE.NE.GOV FOR MORE INFORMATION.

INTERNET FILERS - DO NOT SEND IN A PAPER RETURN. INTERNET ADDRESS: www.revenue.ne.gov

For tax assistance, contact your regional office or call 1-800-742-7474 (toll free in NE & IA) or 1-402-471-5729.

THIS RETURN IS DUE ON OR BEFORE THE 25th DAY OF THE MONTH FOLLOWING THE TAX PERIOD INDICATED ABOVE

Mail this return and payment to: NEBRASKA DEPARTMENT OF REVENUE, P.O. BOX 20000, LINCOLN, NE 68520



NEBRASKA SCHEDULE III — Computation of Net Taxable Sales and Nebraska Consumer's Use Tax

FORM
10

- Complete Schedule III first
- Print your name, I.D. number, and tax period on this schedule
- Return this schedule with Form 10

Name as Shown on Form 10 SID 158 SARPY County NE	Nebraska I.D. Number 101 444 04	Tax Period Jan-Mar 2010-03
--	---	--------------------------------------

COMPUTATION OF NET TAXABLE SALES

1 Gross sales and services (enter on line 1 of Form 10)	1		9159	75
2 Nontaxable services	2	8259	75	
3 Sales to licensed purchasers for resale	3	0	-	
4 Deliveries or shipments to purchasers outside Nebraska	4	0	-	
5 Sales to qualified exempt organizations	5	0	-	
6 Sales to qualified exempt common or contract carriers	6	0	-	
7 Sales to qualified governmental agencies	7	0	-	
8 Sales of qualified prescription items sold for human use	8	0	-	
9 Sales of exempt agricultural feed, seed, chemicals, and fertilizer	9	0	-	
10 Sales of motor vehicles, motorboats, and trailers	10	0	-	
11 Sales of exempt food or food ingredients	11	0	-	
12 Sales of exempt agricultural machinery & equipment	12	0	-	
13 Other allowable deductions (explain)	13	0	-	
14 Total allowable deductions (total of lines 2 through 13)	14	8259	75	
15 Net taxable sales (line 1 minus line 14). Round to nearest dollar and enter on line 2 of Form 10	15	900	00	

COMPUTATION OF NEBRASKA CONSUMER'S USE TAX

16 Cost of items and applicable services purchased for use on which Nebraska sales and use tax has not been paid	16		0	-
17 Cost of items withdrawn from inventory for personal or business use	17	0	-	
18 Total amount subject to Nebraska consumer's use tax (line 16 plus line 17)	18	0	-	
19 Nebraska consumer's use tax (line 18 multiplied by the rate identified on line 3 of Form 10)	19	0	-	
20 Credit for tax paid to other states on items in line 18 (see instructions)	20	0	-	
21 Nebraska consumer's use tax due (line 19 minus line 20). Enter on line 4 of Form 10	21	0	-	

INSTRUCTIONS FOR NEBRASKA SCHEDULE III

• Information Guides are available on our Web site for the following items.

COMPUTATION OF NET TAXABLE SALES

LINE 1. Enter the total dollar amount of ALL sales, leases, rentals, and services made by your business. Record both taxable and exempt total gross receipts rounded to the nearest dollar. Out-of-state retailers enter only Nebraska gross receipts. Do not include the amount of sales tax collected.

LINE 2. Enter the gross receipts received during the taxable period from services which were not subject to Nebraska sales tax.

LINE 3. Enter the gross receipts received from sales to licensed purchasers for resale. You must have a properly completed resale certificate from each purchaser for which a deduction is claimed.

LINE 4. Enter the gross receipts from deliveries or shipments to purchasers outside Nebraska. Out-of-state retailers do not use this line.

LINE 5. Enter the gross receipts from sales to organizations exempt from Nebraska sales and use tax. You must have a properly completed exempt sale certificate from each qualified organization for which a deduction is claimed.

LINE 6. Enter the gross receipts from sales to Nebraska licensed common or contract carriers for which you have a properly completed and valid exempt sale certificate.

LINE 7. Enter the gross receipts from sales to the federal government or Nebraska governmental units for which you have a properly completed exempt sale certificate or proof of federal payment. Purchases by governmental units for use in the business of furnishing gas, water, electricity, or heat, are not exempt.

LINE 8. Enter the gross receipts from the sale of insulin and prescription drugs, oxygen, prosthetic devices, durable medical equipment, mobility enhancing equipment, and home medical supplies for human use.

LINE 9. Enter the gross receipts from sales of agricultural feed, feed supplements, seed, chemicals, fertilizer, and compatibility agents which are not subject to Nebraska sales tax.

LINE 10. Enter the gross receipts from sales of motor vehicles, motorboats, and trailers. Submit the green copies of Nebraska Sales/Use Tax and Tire Fee Statement for Motor Vehicle and Trailer Sales, Form 6, and Nebraska Sales and Use Tax Statement for Motorboat Sales, Form 6MB, with this return.

LINE 11. Enter the gross receipts from sales of exempt food or food ingredients.

LINE 12. Enter the gross receipts from all sales of qualified agricultural machinery or equipment. You must have a properly completed exempt sale certificate from each purchaser.

LINE 13. Enter the amount of other allowable deductions. An explanation for each deduction claimed must be written in the space provided or on an attached schedule if additional space is required.

COMPUTATION OF NEBRASKA CONSUMER'S USE TAX

LINE 16. Enter the cost of all items and applicable services purchased without payment of Nebraska sales or use tax and consumed or used by you or your company.

LINE 17. Enter the cost of inventory items purchased without payment of Nebraska sales or use tax which were subsequently withdrawn from inventory and consumed or used.

LINE 20. If you have paid tax in another state on an item included on line 18, you may take a credit for such tax. The maximum credit allowed will be the amount of Nebraska and applicable local consumer's use tax that would apply to each item on which a sales or use tax has been paid to another state. The invoices or tax returns showing the payment of sales or use tax to another state must be retained with your records.

NAME	WATER USED	TAX	TOTAL	AMT PAID	DATE PAID
OCT-NOV-DEC					
Strip Mall	236.25	12.99	249.24	249.24	3/24/2010
Kum & Go	47.25	2.60	49.85	49.85	2/28/2010
Xtreme C/D Wash	616.50	33.91	650.41	650.41	2/22/2010
SID 192	8,259.75		8,259.75	8,259.75	3/10/2010
1st Quarter Total	9,159.75	49.50	9,209.25		
JAN-FEB-MAR					
Strip Mall					
Kum & Go					
Xtreme C/D Wash					
SID 192					
2nd Quarter Total	0.00	0.00	0.00		
APR-MAY-JUN					
Strip Mall					
Kum & Go					
Xtreme C/D Wash					
SID 192					
3rd Quarter Total	0.00	0.00	0.00		
JUL-AUG-SEP					
Strip Mall					
Kum & Go					
Xtreme C/D Wash					
SID 192					
4th Quarter Total	0.00	0.00	0.00		

Ronald W. Hunter
Attorney at Law
11605 Arbor St., Suite 104
Omaha, NE 68144
e-mail: rwhre@hunterlaw.omhcoxmail.com

Phone (402) 397-6965

Fax (402) 397-0607

March 15, 2010

Rich James
Sarpy County Treasurer
Sarpy County Clerk's Office
1210 Golden Gate Drive
Papillion, NE 68046

Re: Lot 382, Tiburon Subdivision

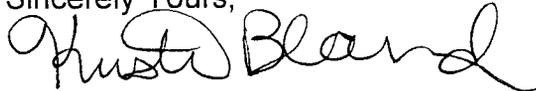
Dear Mr. James:

On March 5, 2010, SID 158 sold Lot 382, Tiburon, one of the 73 lots acquired by SID 158 by a deed in lieu of foreclosure. Enclosed is a check in the amount of \$24,752.89 from Omaha Title And Escrow, Inc., Escrow Agent. Please deposit this check in the Construction Fund of the District for the special assessments owed.

Also enclosed is a check in the amount of \$4,667.11 from Omaha Title and Escrow, Inc. Please deposit this check in the General Fund of the District for the proceeds from the sale of Lot 382.

If you should have any questions, please contact me.

Sincerely Yours,



Kristi Bland,
Legal Assistant to
Ronald W. Hunter

RWH:kab
enclosure
cc: Rich Harman, Ameritas
All Trustees of SID 158

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER
Omaha Title & Escrow, Inc.
Trust Account
13915 Gold Circle
Omaha, NE 68144

Great Western Bank
Omaha, Nebraska 68104

Check No. 173767

PAY Four Thousand Six Hundred Sixty Seven and 11/100

File No. OT114488

Dollars

TO THE
ORDER OF

DATE
03/05/2010

AMOUNT
\$4,667.11

Sanitary and Improvement District No. 158, of Sarpy County, Nebraska
11605 Arbor St.
Omaha, NE 68144

VOID AFTER 90 DAYS

Memo:

Kera Ash

73767 0914087341 603566



Omaha Title & Escrow, Inc.
Trust Account
13915 Gold Circle
Omaha, NE 68144

Great Western Bank
Omaha, Nebraska 68104

Check No. 173767

File No. OT114488

Check Date: 03/05/2010

\$4,667.11

PAYEE: Sanitary and Improvement District No. 158, of Sarpy County, Nebraska
SELLER: Sanitary and Improvement District No. 158, of Sarpy County, Nebraska
BUYER: Trademark Homes, Inc., a Nebraska corporation
ADDRESS: 17643 Prestwick Avenue, Omaha, NE 68136

Line Items
603

Description
Proceeds of Sale

Amount
\$4,667.11

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

Omaha Title & Escrow, Inc.
Trust Account
13915 Gold Circle
Omaha, NE 68144

Great Western Bank
Omaha, Nebraska 68104

Check No. 173764

PAY TO THE ORDER OF Twenty Four Thousand Seven Hundred Fifty Two and 89/100 Dollars

File No. OT114488

DATE
03/05/2010

AMOUNT
\$24,752.89

Sarpy County Treasurer
1210 Golden Gate Dr.
Papillion, NE 68046

VOID AFTER 90 DAYS

Kera Ash

Memo: Tax Key # 010345604

⑈ 73764 ⑈ ⑆091408734⑆ 603566 ⑈

Omaha Title & Escrow, Inc.
Trust Account
13915 Gold Circle
Omaha, NE 68144

Great Western Bank
Omaha, Nebraska 68104

Check No. 173764

File No. OT114488

Check Date: 03/05/2010

\$24,752.89

PAYEE: Sarpy County Treasurer
SELLER: Sanitary and Improvement District No. 158, of Sarpy County, Nebraska
BUYER: Trademark Homes, Inc., a Nebraska corporation
ADDRESS: 17643 Prestwick Avenue, Omaha, NE 68136

Line Items	Description	Amount
1204	Specials to 3-15-10	\$24,752.89