

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 4:00 p.m. on August 10, 2011, at 9915 South 148<sup>th</sup> Street, Omaha, Nebraska. Present were the following Trustees : Larry Hammer, Patrick S. Lichter, and Allen J. Marsh. Absent were the following Trustees: Paul R. Stoupa and David A. Christensen. Present by invitation were Ronald W. Hunter, attorney for the District; Kristi Weispfenning, his assistant; Gerry Gutoski, with Field R & D; Diane Alderson of the Tiburon Pool; and Dean Jaeger, of Thompson, Dreessen & Dorner, engineers for the District. Notice was given in advance thereof by publication in the Papillion Times on August 10, 2011, 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 there is a vibration in Well No. 1. He also stated that Well No. 1 is going to need a new frequency valve, the check drive is down and several bolts are need to be replaced.

At this point in the meeting, Mr. Gutoski left the meeting.

The Chairman stated the next order of business was an update regarding the pool. Ms. Alderson presented a cash flow report for the pool to date. She stated that all of the bills have been paid.

At this point in the meeting, Ms. Alderson left the meeting.

The Chairman stated the next order of business was an update from the engineers. Mr. Jaeger stated that Sarpy County would not consent to the SID vacating five feet of the

easement on Lot 101. Mr. Jaeger also stated that Sarpy County suggested that the SID vacate five feet of the easement on Lot 97. The Trustees agreed.

Mr. Jaeger presented a diagram of proposed speed tables to be installed on Colonial Drive. After a full and complete discussion, the following Resolution was proposed by Trustee Lichter and seconded by Trustee Hammer, to-wit:

RESOLVED, that Thompson, Dreessen & Dorner, Inc. are hereby authorized and directed to prepare the plans and specifications for the installation of three speed tables along various places on Colonial Drive to be reviewed at the next meeting of the Board of Trustees.

On the foregoing Resolution the following Trustees voted "aye": Trustees Hammer, Lichter, 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 to accept a Certificate of Completion for Park Improvements. After a full and complete discussion, the following Resolution was proposed by Trustee Hammer and seconded Trustee Lichter, to-wit:

RESOLVED, the Board of Trustees hereby approve and accept an Certificate of Completion for Park Improvements.

On the foregoing Resolution the following Trustees voted "aye": Trustees Hammer, Lichter, 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 a discussion regarding issues with 172<sup>nd</sup> Circle. Mr. Hunter stated that he has researched all of the plats and title insurance for the property owned by Mr. Martz. Mr. Hunter stated he had a conference with members of Omaha Title & Escrow and it was determined that there was a second page to the final plat of Fairway Pointe 3. The final plat of Fairway Pointe 3 is a legal plat and 172<sup>nd</sup> Circle is a public street. Mr. Hunter stated that he is going to search for the original second page to this plat and file an affidavit with the Register of Deeds office indicating that there is a second page. Mr. Hunter stated the next project he needs to work on is preparing an annexation package for property which is not within the District's boundaries.

The Chairman stated the next order of business was for the Chairman to sign Special Construction Proposal with Qwest in the amount of \$5,634.06 to relocate lines near South 178<sup>th</sup> Street and Pinehurst Avenue. After a full and complete discussion, the following Resolution was proposed by Trustee Lichter and seconded by Trustee Hammer, to-wit:

RESOLVED, that the Chairman is hereby authorized and directed to execute the Special Construction Proposal with Qwest in the amount of \$5,634.06 to relocate lines near South 178<sup>th</sup> Street and Pinehurst Avenue in behalf of the District.

On the foregoing Resolution the following Trustees voted "aye": Trustees Hammer, Lichter, 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 an Addendum To Underground Service Agreement with OPPD in the amount of \$2,242.00 to relocate lines near South 178<sup>th</sup> Street and Pinehurst Avenue. After a full and complete discussion, the following Resolution was proposed by Trustee Lichter and seconded by Trustee Hammer, to-wit:

RESOLVED, that the Chairman is hereby authorized and directed to execute the Addendum To Underground Service Agreement with OPPD in the amount of \$2,242.00 to relocate lines near South 178<sup>th</sup> Street and Pinehurst Avenue in behalf of the District.

On the foregoing Resolution the following Trustees voted "aye": Trustees Hammer, Lichter, 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 a discussion regarding property owner questions or concerns. Trustee Hammer stated he had received complaints that a daycare is bringing a large number of children to play at the Tiburon Park. The Trustees stated it is a public park and agreed that no action was necessary.

The Chairman stated the next order of business was to void lost General Fund WARRANT NO. 5540 in the amount of \$11,605.56 made payable to CITY OF OMAHA, per Invoice No. 70692 and 71762. After a full and complete discussion, the following Resolution was proposed by Trustee Hammer and seconded by Trustee Lichter, to-wit:

RESOLVED that lost General Fund WARRANT NO. 5540 in the amount of \$11,605.56 made payable to CITY OF OMAHA, per Invoice No. 70692 and 71762 is hereby cancelled and shall be reissued in the payment of bills.

On the foregoing Resolution the following Trustees voted "aye": Trustees Hammer, Lichter, 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 to void lost General Fund

WARRANT NO. 5523 in the amount of \$16,233.92 made payable to CITY OF OMAHA, per Invoice Nos. 32783, 69394, and 64317, attached. After a full and complete discussion, the following Resolution was proposed by Trustee Hammer and seconded by Trustee Lichter, to-wit:

RESOLVED that lost General Fund WARRANT NO. 5523 in the amount of \$16,233.92 made payable to CITY OF OMAHA, per Invoice Nos. 32783, 69394, and 64317 is hereby cancelled and shall be reissued in the payment of bills.

On the foregoing Resolution the following Trustees voted "aye": Trustees Hammer, Lichter, 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 an email, dated August 10, 2011 from Ameritas stating the balance remaining on the General Obligation Corporate Purpose Bonds Series 2009B is \$40,000.00

The following is a reporting item for the Trustees' information and requires no action: General Ledger Balances from Sarpy County Treasurer as of July, 2011.

Because of the upcoming budgets, the Trustees agreed to set the next to meeting dates as follows: (1) August 23, 2011 at 12:00 p.m. at 9915 South 148<sup>th</sup> Street, Omaha, Nebraska; (2) September 7, 2011 at 12:00 p.m. at 9915 South 148<sup>th</sup> Street, Omaha, Nebraska; and (3) September 7, 2011 at 12:05 p.m. at 9915 South 148<sup>th</sup> Street, Omaha, Nebraska.

The Chairman stated the next order of business was the consideration of the hereinafter described statements, bills and invoices. After a full and complete discussion, the following Resolutions were proposed by Trustee Lichter and seconded by Trustee Hammer, 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. 5636 through 5655 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 August 10, 2014, 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. 5636 in the amount of \$10.73 made payable to WORLD HERALD MEDIA GROUP, per Customer No. 154004, Order No. 0001395335-01, attached.

WARRANT NO. 5637 in the amount of \$344.87 made payable to BLACK HILLS ENERGY, per Account No. 3340 6759 18, dated 07/28/11, attached.

WARRANT NO. 5638 in the amount of \$286.17 made payable to O.P.P.D., per Account No. 2097155308, dated 07/11/11, attached.

WARRANT NO. 5639 in the amount of \$7,020.80 made payable to OP.P.D., per Account No. 9063100050, dated 07/11/11, attached.

WARRANT NO. 5640 in the amount of \$6,661.96 made payable to FIELD R & D, per Invoice No. 100217, attached.

WARRANT NO. 5641 in the amount of \$978.00 made payable to NEBRASKA PUBLIC HEALTH ENVIRONMENTAL LABORATORY, per Invoice No. 415456, attached.

WARRANT NO. 5642 in the amount of \$4,961.28 made payable to PAPILLION SANITATION, per Invoice No. 2236368, attached.

WARRANT NO. 5643 in the amount of \$6,427.11 made payable to CITY OF OMAHA, per Invoice No. 75387, attached.

WARRANT NO. 5644 in the amount of \$254.00 made payable to SWIFT GREEN LAWN CARE, per Invoice dated 06/30/11, attached.

WARRANT NO. 5645 in the amount of \$3,150.83 made payable to VIERREGGER ELECTRIC CO., per Invoice No. 13669, attached.

WARRANT NO. 5646 in the amount of \$12,430.00 made payable to MOORE'S INSURANCE & INVESTMENTS, per Statement dated 08/03/11, attached.

WARRANT NO. 5647 in the amount of \$69.47 made payable to GREAT PLAINS ONE-CALL SERVICES, INC., per Invoice No. 711SD158, attached.

WARRANT NO. 5648 in the amount of \$6,967.75 made payable to THOMPSON, DREESSEN & DORNER, INC., per Project No. 1592-103, Project No. 1592-105, Project No. 1592-106, and Project No. 1592-900, attached.

WARRANT NO. 5649 in the amount of \$101,574.52 made payable to U.S. ASPHALT CO., per Pay Estimate No. 1 Cornhusker Road, attached.

WARRANT NO. 5650 in the amount of \$10,421.40 made payable to UTILITIES SERVICE GROUP, per Invoice Nos. 8996 and 9077, attached.

WARRANT NO. 5651 in the amount of \$11,605.56 made payable to CITY OF OMAHA, per Replacement Warrant No. 5540 for Invoice Nos. 70692 and 71762, attached.

WARRANT NO. 5652 in the amount of \$16,233.92 made payable to CITY OF OMAHA, per Replacement Warrant No. 5523 for Invoice Nos. 32783, 69394, and 64317, attached.

WARRANT NO. 5653 in the amount of \$5,634.06 made payable to QWEST, per Relocate lines near South 178<sup>th</sup> Street and Pinehurst Ave., attached.

WARRANT NO. 5654 in the amount of \$2,242.00 made payable to O.P.P.D., per Relocate lines near South 178<sup>th</sup> Street and

Pinehurst Ave., attached.

WARRANT NO. 5655 in the amount of \$9,630.00 made payable to RONALD W. HUNTER, per Statement dated 08/09/11, 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. 5656 through Warrant No. 5660 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 August 10, 2016, 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 NOS. 5656 through WARRANT NO. 5658 in the amounts of \$5,000.00 each and WARRANT NO. 5659 in the amount of \$2,569.13 for a total of \$17,569.13 made payable to DOSTALS CONSTRUCTION CO., INC., per Pay Estimate No. 3 and Final, Park, attached.

WARRANT NO. 5660 in the amount of \$878.46 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 Hammer, Lichter, 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, Clerk

ABSENT  
\_\_\_\_\_  
DAVID A. CHRISTENSEN, Trustee

  
\_\_\_\_\_  
LARRY HAMMER, Trustee

ABSENT  
\_\_\_\_\_  
PAUL R. STOUPA, Trustee

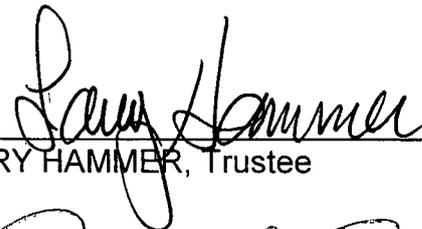
ACKNOWLEDGMENT OF RECEIPT  
OF  
NOTICE OF MEETING

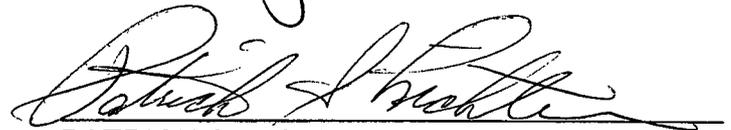
THE UNDERSIGNED Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said District, and the Agenda for such meeting held at 4:00 p.m. on August 10, 2011 at 9915 South 148<sup>th</sup> Street, Omaha, Nebraska.

DATED this 10th day of August, 2011.

  
ALLEN J. MARSH, Chairman

  
DAVID A. CHRISTENSEN, Trustee

  
LARRY HAMMER, Trustee

  
PATRICK S. LICHTER, Clerk

  
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 10th day of August, 2011.

  
Chairman

  
Clerk



## AGENDA

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

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

Held at 4:00 p.m. on August 10, 2011 at 9915 South 148<sup>th</sup> 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. Update regarding pool.
5. Update from engineers.
6. Certificate of Completion for Park Improvements.
7. Discussion regarding issues with 172<sup>nd</sup> Circle.
8. Chairman to sign Special Construction Proposal with Qwest in the amount of \$5,634.06 to relocate lines near South 178<sup>th</sup> Street and Pinehurst Avenue.
9. Chairman to sign Addendum To Underground Service Agreement with OPPD in the amount of \$2,242.00 to relocate lines near South 178<sup>th</sup> Street and Pinehurst Avenue.
10. Discussion regarding property owner questions or concerns.
11. Void lost General Fund WARRANT NO. 5540 in the amount of \$11,605.56 made payable to CITY OF OMAHA, per Invoice No. 70692 and 71762.
12. Void lost General Fund WARRANT NO. 5523 in the amount of \$16,233.92 made payable to CITY OF OMAHA, per Invoice Nos. 32783, 69394, and 64317, attached.
13. An email, dated August 10, 2011 from Ameritas stating the balance remaining on the General Obligation Corporate Purpose Bonds Series 2009B is \$40,000.00
14. The following is a reporting item for the Trustees' information and requires no action: General Ledger Balances from Sarpy County Treasurer as of July, 2011.

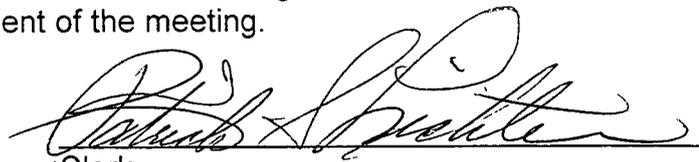
15. Pay the following bills (statements and/or invoices attached):

A.	World Herald Media Group Order No. 0001409057-01		10.73
B.	Black Hills Energy Account No. 3340 6759 18 dated 07/28/11		344.87
C.	O.P.P.D. Account No. 2097155308 dated 07/11/11		286.17
D.	O.P.P.D. Account No. 9063100050 dated 07/11/11		7,020.80
E.	Field R & D Invoice No. 100217		6,661.96
F.	Nebraska Public Health Environmental Laboratory Invoice No. 415456		978.00
G.	Papillion Sanitation Invoice No. 2236368		4,961.28
H.	City of Omaha Invoice No. 75387		6,427.11
I.	Swift Green Lawn Care Statement dated 06/30/11		254.00
J.	Vierregger Electric Co. Invoice No. 13669		3,150.83
K.	Moore's Insurance & Investments Statement dated 08/03/11		12,430.00
L.	Great Plains One-Call Services, Inc. Invoice No. 711SD158		69.47
M.	Thompson, Dreessen & Dorner, Inc. Project No. 1592-103 Project No. 1592-105 Project No. 1592-106 Project No. 1592-900	747.56 423.38 4,752.31 <u>1,044.50</u>	6,967.75
N.	U.S. Asphalt Co. Pay Estimate No. 1 Cornhusker Road		101,574.52

O.	Utilities Service Group Invoice No. 8996 Invoice No. 9077	9,971.40 <u>450.00</u>	10,421.40
P.	City of Omaha Replacement of Warrant No. 5540 Invoice Nos. 70692 and 71762		11,605.56
Q.	City of Omaha Replacement of Warrant No. 5523 Invoice Nos. 32783, 69394, & 64317		16,233.92
R.	Qwest Relocate lines near South 178 <sup>th</sup> Street And Pinhurst Avenue		5,634.06
S.	O.P.P.D. Relocate lines near South 178 <sup>th</sup> Street And Pinhurst Avenue		2,242.00
T.	Ronald W. Hunter Statement dated 08/09/11		9,630.00
U.	Dostals Construction Co., Inc. Pay Estimate No. 3 and Final Park		* 17,569.13
V.	Ameritas Investment Corp. 5% Fee Agreement		* 878.46

16. 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 Weispenning**

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**From:** "Allen Marsh" <amarsh@sappbros.net>  
**Date:** Monday, August 01, 2011 9:28 AM  
**To:** "Kristi Weispenning" <rwhre@hunterlaw.omhcoxmail.com>  
**Subject:** FW: Tiburon Geothermal wells and water source heat pump applications.  
Kristi,

Please get this on the agenda for next week's meeting.

Allen

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**From:** Allen Marsh [mailto:aj.marsh@cox.net]  
**Sent:** Friday, July 29, 2011 8:17 PM  
**To:** Allen Marsh  
**Subject:** FW: Tiburon Geothermal wells and water source heat pump applications.

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**From:** Allen Marsh [mailto:amarsh@sappbros.net]  
**Sent:** Friday, July 29, 2011 4:15 PM  
**To:** Allen Marsh  
**Subject:** FW: Tiburon Geothermal wells and water source heat pump applications.

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**From:** fieldRD [mailto:fieldrd@cox.net]  
**Sent:** Friday, July 29, 2011 11:44 AM  
**To:** Allen Marsh; Larry Hammer; Pat Lichter; Paul Stoupa  
**Cc:** Dean Jaeger  
**Subject:** Tiburon Geothermal wells and water source heat pump applications.

All,  
Lately we have been seeing a preponderance of geothermal well applications in the metro area and some in Tiburon and Tiburon South. FYI: According to previous NE HHS policy positions; geothermal wells must be at least 100 feet from any drinking water well and must use a "food grade" liquid in a closed loop system. I will try to get the official paperwork on this policy. However, I recommend a 150 foot minimum distance from the closest point on the wellhouse as an extra precautionary buffer.

Also, be prepared for water source heat pump applications which use up to 5 gallons per minute. With cost-free water, we may have problems with production vs. usage and additional costs on the sewer fee side. The SID should look at establishing a policy for both issues in the near future.

Thanks,  
Gerry Gutoski

"Procrastination is the thief of Time."

August 5, 2011

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

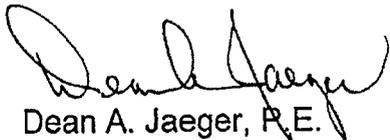
RE: 178th Street Park Improvements - Tiburon  
TD<sup>2</sup> File No. 1592-105.30

**CERTIFICATE OF COMPLETION**

Board Members:

We hereby certify that Dostals Construction Co., Inc. has completed the construction of the above-referenced project in substantial compliance with the plans and specifications.

Respectfully submitted,



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

DAJ/bam

cc: Dostals Construction Co., Inc.

## Memorandum

To: All Trustees of SID 158  
SID 158's Engineer, Dean Jaeger

From: Ronald W. Hunter

Date: August 9, 2011

Re: No access to 172<sup>nd</sup> Circle or any other public street for Lot 18 of Tiburon Patio Homes, owned by Danny Martz, Lots 1, 2, and 3, owned by homeowners, and Part of Lot 400A1B1 of Fairway Pointe 3, owned by SID 158

Gentlemen:

1. I am about to tell you a story which caused a great deal of work and frustration but which has a happy ending.

2. You will recall that Danny Martz came to the Board meeting and said that his house was on Lot 18 of Tiburon Patio Homes and he only had five feet of access to a public street, the portion of 172<sup>nd</sup> Circle located in Tiburon Patio Homes. Though most of his lot adjoined a portion of 172<sup>nd</sup> Circle located in Fairway Pointe 3, it was not a public street.

3. When he purchased his home, he received title insurance on his home from Omaha Title and Escrow Company. When he refinanced his home, a second title insurance company refused to insure his title because he only had access to five feet of a public street. Danny Martz went back to Omaha Title and Escrow and it insured over the title defect. Mr. Martz wanted help from SID 158's Board.

4. I had two meetings with Mr. and Mrs. Martz in an attempt to gather the facts and copies of their title insurance policies.

5. The problem became more involved because the owners of Lots 1, 2, and 3 and SID 158, the owner of "Part of Lot 400A1B1 Tiburon", did not have access to a public street. The portion of 172<sup>nd</sup> Circle in Fairway Pointe 3 apparently was an undedicated street.

6. I was never able to obtain anything in writing or even the name of the title insurance company which turned Danny Martz down for title insurance. Therefore, I had to determine the possible problem.

a. In the dedication section of a final plat, the typical language provides that the

owner dedicates the streets "to the public." However, the final plat of Fairway Pointe 3 states that the property is "to be replatted into lots and streets as shown herein. . . and we do hereby ratify and approve of the Disposition of our property as shown on this replat." Note the absence of the language "to the public." I was concerned because all of the Tiburon Limited Partnership's replats contained the same language as was in the Fairway Point 3 final plat. Was the lack of "to the public" the reason a title insurance company turned down Danny Martz's request for title insurance on his refinanced mortgage? I researched the Sarpy County Subdivision Regulations and found Section 3.1 which defines Dedication as follows:

DEDICATION shall mean the intentional appropriation of land by the owner to some public use.

It is clear that the Tiburon Limited Partnership intended to dedicate 172<sup>nd</sup> Circle as a public street. This was not a defect.

b. However, I found another possible defect with the final plat of Fairway Pointe 3 and the dedication of 172<sup>nd</sup> Circle as a public street. When a final plat dedicates a street, the plat must be approved by the Planning Commission of Sarpy County, and by the County Board of Commissioners of Sarpy County. You will note on the final plat of Fairway Pointe 3 there has not been approval of the plat by the Planning Commission or the County Board. Therefore, there was no dedication of 172<sup>nd</sup> Circle. The final plat of Fairway Pointe 3 was defective and perhaps the final plat did not even legally exist.

7. How could we solve the problem? We would have to file a new plat for Fairway Pointe 3 and properly dedicate 172<sup>nd</sup> Circle. We would have to have public hearings before the Planning Commission and the County Board and seek their approval. The final plat of Fairway Pointe 3 would have to be signed by Danny Martz and his wife, the present owners of Lots 1, 2, and 3, SID 158, the owner of Lot 400A1B1, and the Tiburon Limited Partnership. I was advised that the Tiburon Limited Partnership had been dissolved. It would have to be revived so the revived limited partnership could sign a proper dedication of 172<sup>nd</sup> Circle. The law provides a procedure to be followed in reviving a dissolved corporation but I had not found a procedure to revive a dissolved limited partnership. Therefore, I worked on an alternate solution. SID 158 would condemn the portion of 172<sup>nd</sup> Circle which was in Fairway Pointe 3 and acquire title to that street. This would eliminate the necessity of the involvement of the Tiburon Limited Partnership.

8. Because Omaha Title had insured the title of Danny Martz's house and SID 158's lot, I had a meeting on August 3, 2011 with Sam Cooper, head of Omaha Title, Jill Kussman, his assistant, and a third person. They provided me with all of the information they had in their files about the problem.

9. I had planned to go to Sarpy County in the morning of August 4, 2011 and determine if there was any record of hearings before the County Planning Commission and the County Board and their approvals. Perhaps the Tiburon Limited Partnership had

approvals but failed to include the approvals on the final plat. However, I went to my office first and found an e-mail from Jill Kussman with the message "We found there is actually a 2<sup>nd</sup> page to the Fairway Pointe 3 Plat with 2 additional signatures. They are for the County Planning Board and Board of Commissioners." I called Jill and she said a searcher of Omaha Title remembered there was a second page to the final plat of Fairway Pointe 3. The final plat of Fairway Pointe 3 is a legal plat and 172<sup>nd</sup> Circle is a public street.

10. All of the plats in Sarpy County are supposedly in the office of the County Surveyor. I obtained copies of all of the plats in the possession of the County Surveyor. There is no second page to the final plat of Fairway Pointe 3 in the County Surveyor's office. I plan to go to Sarpy County and inspect the second page and where it is located. Next, I will write a letter to Danny Martz and advise him that his problem has been solved. Also, I will prepare, sign and record an affidavit in the office of the Register of Deeds which states that there is a second page to the final plat of Fairway Pointe 3 and where it is located. I will also attempt to obtain a copy of the second page and deliver it to the County Surveyor.

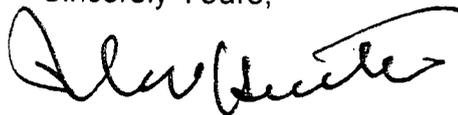
11. I learned many years ago that all of the information about a plat should be on a single page. There was easily enough room on the single page of the plat of Fairway Pointe 3 to reflect the approval of the Planning Commission and the County Board. The final plat of Coronado (Tiburon) was prepared in 1973. It shows all of the property presently in Tiburon. The dimensions of the lots are readable. However, the final plat is probably six feet by four feet. It is all located on a single page!

12. If there is a necessity for more than one page for a final plat, there should be large letters on the first page of the plat advising a reader there is a second page. In the extreme lower right hand corner of the plat of Fairway Pointe 3 there is a block with small type "Sheet No. 1" in it but there is no page 2 attached.

13. I am enclosing a copy of the Fairway Pointe 3 final plat with page 2 which Jill Kussman sent me. Jill said the second page is online. However, I want to see the actual second page.

14. As you know, Lots 1, 2, and 3 of Fairway Pointe 3 are not in SID 158. This is one of my next projects.

Sincerely Yours,



Ronald W. Hunter

RWH:kaw  
enclosures



2004 Y 333A

Doc	4023970607	Doc	4023970607
Page	3	Page	3
Doc	4023970607	Doc	4023970607
Page	3	Page	3

COUNTY CLERK OF NEBRASKA  
 COUNTY OF SARASOTA  
 1000 W. WASHINGTON ST.  
 TAMPA, FL 33606

COUNTY CLERK OF NEBRASKA  
 COUNTY OF SARASOTA  
 1000 W. WASHINGTON ST.  
 TAMPA, FL 33606



7/18/2011

Thompson Dreeson & Dorner - SID158 SC  
Attn: Dean Jaeger  
10836 Old Mill Rd  
Omaha, NE 68154

Re: GRETNA, NE

BAN Number H1BAA08

Dean Jaeger,

Please review the attached special construction Proposal and the Terms and Conditions. If acceptable, return a signed copy and a form of payment for the total charges in the amount of \$5,634.06. Please note, your job will not be scheduled until we are in receipt of the above.

Send all documents and payments to:

Qwest Asset Accounting - BART  
5325 Zuni Street  
Room 379  
Denver, CO 80221

Documents to include:

- Signed Proposal
- Payment (check or Purchase Order)

After we have received the above from you, we will return one fully executed copy for your records. The fully executed special construction Proposal, including the attached Terms and Conditions, will constitute the agreement between you and Qwest for the Work.

If you are providing a Purchase Order as a form of payment, please sign, date and return the Purchase Order for the amount of \$5,634.06.

Any questions regarding the scheduling of the work to be performed or decisions to cancel the work, please contact Qwest representative, Phil Hanson at 402 572 5878.

If you are interested in an electronic payment option, Electronic Funds Transfer (EFT) is available and instructions will be provided to you upon request.

Asset Accounting Operations  
Email: sconstr@qwest.com  
720-578-8671  
303-480-2324 fax

enclosures



Contract No No \_\_\_\_\_  
Job Authorization No H1BAA08

### Special Construction Proposal

Date: <u>7/18/2011</u>	
Billing Address:	Work Location:
Customer: <u>Thompson Dreeson &amp; Dorner - SID158 SC</u>	<u>S 178 ST &amp; Pinehurst Ave</u>
Attention: <u>Dean Jaeger</u>	County <u>SARPY</u>
<u>10836 Old Mill Rd</u>	<u>GRETNA, NE</u>
<u>Omaha, NE 68154</u>	

**Description and/or specifications of work to be performed by Qwest under this Proposal ("Work"):**

Work will consist of placing new 300 pair cable via 300' joint trench with OPPD, and performing associated splicing, cutover, and testing.

Advance Payment (required before work begins): \$5,634.06

Total Charges: Five Thousand Six Hundred Thirty-Four Dollars and 06/100

\*For the Work performed hereunder, Customer will be responsible for these Charges only, unless a Change Order is signed by both parties in accordance with Section 4 below. All changes shall be paid prior to commencement of the Work ("Advance Payment"). If, in Qwest's sole discretion, Qwest approves a Purchase Order in lieu of Advance Payment, Qwest will submit an invoice of charges to Customer upon full execution of the Agreement (or Change Order). For **Governmental Customers only**, Qwest will submit an invoice of charges upon completion of the Work. All Customers will pay the invoice within forty five (45) days of receipt. All past due undisputed accounts will be assessed a late fee at 14% APR. No Work shall commence prior to receipt of Advance Payment or acceptance by Qwest of a Purchase Order. Notwithstanding, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including without limitation, all use, sales, value added, surcharges, excise, franchises, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against Qwest or Customer, but excluding any taxes based on Qwest's net income.

\*Note: If applicable, the Work proposed here is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a Pre-Service Request for cell site provisioning. The Proposal may be withdrawn by Qwest if not accepted by the Customer within 30 days. **Upon execution by both parties, this Proposal and the attached Terms and Conditions shall constitute a binding agreement upon the parties.**

**Qwest Corporation**  
 Authorized Signature: \_\_\_\_\_  
 Name Printed/Typed: Dale VanGulick  
 Title: Supervisor General Accounting  
 Date: \_\_\_\_\_

**Customer**  
 Authorized Signature: \_\_\_\_\_  
 Name Printed/Typed: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**NOTE: CONTRACT TERMS AND CONDITIONS ARE PRINTED ON PAGE 2 OF THIS DOCUMENT.**

The Proposal, these Terms and Conditions and all terms and conditions in the applicable tariff, catalog, or price schedules constitute the entire agreement between the parties (the "Agreement") and supersede all previous agreements between Qwest and Customer relating to the Work and related subject matter hereof. No other terms and conditions are applicable, including but not limited to terms and conditions attached to Customer's Purchase Order (PO). In the event that any applicable tariffs, catalogs, price schedules, rules or statutes prohibit performance in accordance with the terms of the Agreement, or have the effect of modifying, superseding, or suspending provisions of the Agreement prior to performance by a Party hereunder, then to the extent of such inconsistency, the Agreement may become null and void, and the Parties may elect to enter into a new agreement or an amendment of the Agreement to conform to such tariffs, catalogs, price lists, rules or statutes.

1. **Customer Responsibilities.** Customer shall furnish all applicable surveys and a description of the Customer site. Customer shall be responsible for, and secure and pay for all necessary permits, approvals, easements, assessments and any other charges required for the Work to be performed under the Agreement on the Customer's Premises. Customer agrees to provide copies of the same, along with any filing information if applicable, to Qwest upon demand.

2. **Concealed/Subsurface Conditions.** Should concealed conditions be encountered below the surface of the ground, or in an existing structure, during the performance of the Work, differing materially from those ordinarily encountered and generally recognized as inherent in the Work, the Agreement Charges shall be equitably adjusted by Change Order upon written claim by either party made within twenty (20) days after the first observance of such conditions.

3. **Safety and Environmental.** Customer understands and acknowledges that should Qwest encounter a hazardous substance and determine that such substance presents a health or physical hazard, Qwest may, without penalty, discontinue work under this contract.

4. **Changes.** Changes in the Work, an adjustment to the proposal price or the timeframe for the Work shall be made by Change Order specifically stated in writing between the parties. The cost or credit to the Customer from a change shall be determined by mutual agreement.

5. **Termination.** In the event Customer elects to abandon the project and terminate this contract for Customer's convenience, Qwest shall be paid for all Work executed and any reasonable expense sustained as of the date of termination.

6. **Title to Equipment and Facilities.** Title to, and ownership of all lines, equipment and other property installed or constructed by Qwest in connection with the Agreement or the provisioning of Service is and remains with Qwest. Customer does not own facilities placed as a result of the Work performed under the Agreement, those facilities are owned solely by Qwest.

7. **Other Communications Services.** The Agreement is independent, separate, and distinct from any local exchange or other communications or other service Qwest currently provides, or may provide in the future to Customer, whether or not Qwest provides or may provide such services to Customer using the Qwest equipment and facilities to which the Agreement

refers. Customer shall be responsible for paying for all other local exchange or other services separate from the payment requirements of the Agreement.

8. **Warranty.** Qwest shall perform the Work in a professional manner, consistent with industry standards, and shall conform to the specifications set forth herein. All workmanship for the Work performed under the Agreement is guaranteed against defects for a period of six (6) months from the date of completion. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO, ANY OTHER WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS APPLICABLE TO THE WORK PERFORMED UNDER THE AGREEMENT.** The exclusive remedy for a breach of this warranty shall be that Qwest will re-perform any part of the Work which is found to be defective. Qwest shall not be responsible for damage to its work by other parties or for improper use of the equipment by others.

9. **General.** This Agreement shall be governed by the state within in which the facilities are located, or in the case of interstate facilities the laws of the State of New York, without regard to its choice of law principles; provided however, that Work may also be subject to the Communications Act of 1934, as amended or applicable State tariff, catalogs or price lists. Neither party's failure to insist upon strict performance of any provision of this Agreement shall be construed as a waiver of any of its rights hereunder. Customer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Qwest, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a communications carrier under any circumstances. This Agreement is intended solely for Qwest and its affiliates and Customer and it shall not benefit or be enforceable by any other person or entity. All amendments to this Agreement shall be in writing and signed by the parties' authorized representatives. ~~Electronic or facsimile signatures in connection with this Agreement shall be recognized and treated the same as the original.~~ Qwest may act in reliance upon any instruction, instrument, or signature reasonably believed by Qwest to be genuine and Customer agrees that any employee of Customer who gives any written notice or other instruction has the authority to do so.

10. **For Qwest Affiliate Transactions Only.** If under applicable law, this Agreement, or notice thereof, must be filed with a governmental entity, including but not limited to a state public utility commission, this Agreement shall not become effective with respect to any jurisdiction having such requirements until the filings have occurred.

ADDENDUM TO  
UNDERGROUND SERVICE AGREEMENT

OMAHA PUBLIC POWER DISTRICT (hereinafter called "OPPD" and SANITARY AND IMPROVEMENT DISTRICT No. 158 of SARPY COUNTY, NEBRASKA, (hereinafter called "SID") agree as follows with respect to the installation of underground electric service lines and conduits in Tiburon, a subdivision in Sarpy County, Nebraska.

1. SID proposes that OPPD relocate existing underground electrical service lines for 2 single family units on lots listed on the attached revised Exhibit "A".
2. SID agrees to pay OPPD \$2,242.00 in advance of commencement by OPPD of said relocation.
3. Except as modified by this Addendum, SID and OPPD shall continue to be bound by all of the terms, provisions, and conditions of the Underground Service Agreement between OPPD and SID.
4. Sanitary and Improvement District 158 of Sarpy County, Nebraska, has caused this Addendum to be executed in duplicate originals and the Omaha Public Power District has caused this Addendum to be executed in duplicate originals.

OMAHA PUBLIC POWER DISTRICT

SANITARY IMPROVEMENT DISTRICT  
No. 158 of Sarpy County

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

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

Name: Bill Lenagh

Name: \_\_\_\_\_

Title: Div Mgr/Customer Sales and Services

Title: \_\_\_\_\_

**Kristi Weispfenning**

---

**From:** <TKuhl-Ennis@ameritas.com>  
**Date:** Monday, August 08, 2011 1:22 PM  
**To:** "Kristi Weispfenning" <rwhre@hunterlaw.omhcoxmail.com>  
**Attach:** DOC080811-001.pdf  
**Subject:** Sarpy SID 158 GFWs to City of Omaha

Kristi:

Please find attached Affidavit for the lost City of Omaha general fund warrants 5523 and 5540 signed by the Sarpy County Treasurer, Rich James since it appears they went missing in that office.

Will mail original but wanted to be sure you had this to get in their next meeting.

Thanks.

Theresa

**Theresa Kuhl-Ennis | Ameritas Investment Corp. | SID Department**  
440 Regency Parkway Drive, Suite 222, Omaha NE 68114 | P: 402-384-8082 | F: 402-384-8099 | T/F: 800-700-2362 | tkuhl-ennis@ameritas.com

\*\*\*\*\*

This message may contain confidential information intended only for the use of the addressee(s) named above and may contain information that is legally privileged. If you are not the addressee, or the person responsible for delivering it to the addressee, you are hereby notified that reading, disseminating, distributing or copying this message is strictly prohibited. If you have received this message by mistake, please immediately notify us by replying to the message and delete the original message immediately thereafter. Thank you.

\*\*\*\*\*

**AFFIDAVIT OF LOST, DESTROYED OR STOLEN WARRANTS**

STATE OF NEBRASKA

ss.

COUNTY OF SARPY

Sarpy County Treasurer, Papillion, Nebraska, being duly sworn deposes and says:

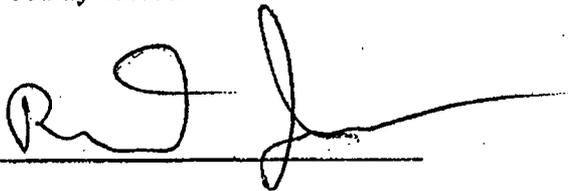
That the City of Omaha is the owner of Warrant Number 5523 in the amount of \$16,233.92 and Warrant Number 5540 in the amount of \$11,605.56 issued on the General Fund Account of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska on January 12, 2011 and February 9, 2011 respectively, bearing interest at a rate of 7.00% per annum.

That the said warrants have been lost, destroyed or stolen;

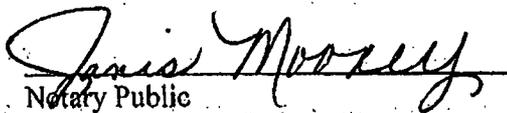
That this Affidavit is made for the purpose of inducing Sanitary and Improvement District No. 158 of Sarpy County, Nebraska to issue a replacement warrant(s) for Warrant Number 5523 and Warrant Number 5540, which have been alleged to have been lost, destroyed or stolen. The City of Omaha hereby agrees immediately to surrender the original warrants of the said Sanitary and Improvement District No. 158 of Sarpy County, Nebraska should such original warrants at any time hereby come into the possession or control of the City of Omaha.

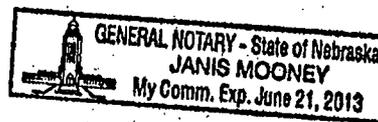
Sarpy County Treasurer

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



SUBSCRIBED AND SWORN to before me this 14 day of August, 2011.

  
Notary Public



**Kristi Weispenning**

---

**From:** <TKuhl-Ennis@ameritas.com>  
**Date:** Wednesday, August 10, 2011 10:11 AM  
**To:** "Kristi Weispenning" <rwhre@hunterlaw.omhcoxmail.com>  
**Subject:** Re: SID 158

After the July 15, 2011 bond call, there is \$40,000 remaining of the 'General Obligation Corporate Purpose Bonds Series 2009B'

"Kristi Weispenning"  
<rwhre@hunterlaw.omhcoxmail.com>

To "Theresa Kuhl-Ennis" <TKuhl-Ennis@ameritas.com>

cc

Subject SID 158

08/10/2011 01:38 AM

Theresa:

Could you please give me the balance left owing on the general fund bond issue for tomorrow's meeting?

Kristi Weispenning  
Legal Assistant to Ronald W. Hunter

Office hours Monday through Friday 9:30 a.m. to 5:00 p.m.  
(402) 397-6965  
after hours (402) 213-0971

NOTE: This e-mail and any attachments thereto are intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please immediately notify me at (402) 397-6965 and permanently delete the original and any copies of any e-mail and any printout thereof.

\*\*\*\*\*

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\*\*\*\*\*

8/3/2011  
11:42:56

\*\*\*\* COUNTY TREASURER GENERAL LEDGER \*\*\*\*  
DETAIL REVENUE LISTING PER FUND  
FOR: JULY 2011

PAGE: 1

FUND: 8058	SID #158 GENERAL	M-T-D	Y-T-D
-----			
10100	- BEGINNING CASH ON HAND	259,158.70	259,158.70
15100	- BEGINNING INVESTMENT ON HAND	0.00	0.00
-----			
	BEGINNING BALANCE:	259,158.70	259,158.70
TAX RECEIPT COLLECTIONS:			
30136	- 2010 PERSONAL PROPERTY TAX	239.30	239.30
30332	- 2006 REAL ESTATE TAX	22.16	22.16
30333	- 2007 REAL ESTATE TAX	19.51	19.51
30334	- 2008 REAL ESTATE TAX	17.59	17.59
30335	- 2009 REAL ESTATE TAX	15.73	15.73
30336	- 2010 REAL ESTATE TAXES	134,012.95	134,012.95
-----			
	TAX RECEIPT TOTALS:	134,327.24	134,327.24
34401	- HOMESTEAD EXEMP ALLOCATION	616.18	616.18
-----			
	OTHER RECEIPT TOTALS:	616.18	616.18
60000	- DISBURSEMENTS	-4,860.00	-4,860.00
60001	- PROPERTY TAX COMMISSION	-2,686.54	-2,686.54
10000	ENDING CASH ON HAND	386,555.58	386,555.58
15100	ENDING INVESTMENT ON HAND	0.00	0.00
-----			
	GRAND TOTALS	386,555.58	386,555.58

8/3/2011  
11:43:35

\*\*\*\* COUNTY TREASURER GENERAL LEDGER \*\*\*\*  
DETAIL REVENUE LISTING PER FUND  
FOR: JULY 2011

PAGE: 1

FUND: 8358	SID #158 BOND	M-T-D	Y-T-D
-----			
10100	- BEGINNING CASH ON HAND	983,592.57	983,592.57
15100	- BEGINNING INVESTMENT ON HAND	764,653.76	764,653.76
-----			
	BEGINNING BALANCE:	1,748,246.33	1,748,246.33
TAX RECEIPT COLLECTIONS:			
30136	- 2010 PERSONAL PROPERTY TAX	324.76	324.76
30332	- 2006 REAL ESTATE TAX	30.08	30.08
30333	- 2007 REAL ESTATE TAX	26.47	26.47
30334	- 2008 REAL ESTATE TAX	23.86	23.86
30335	- 2009 REAL ESTATE TAX	21.35	21.35
30336	- 2010 REAL ESTATE TAXES	181,874.53	181,874.53
-----			
	TAX RECEIPT TOTALS:	182,301.05	182,301.05
34401	- HOMESTEAD EXEMP ALLOCATION	836.24	836.24
-----			
	OTHER RECEIPT TOTALS:	836.24	836.24
60000	- DISBURSEMENTS	-236,951.25	-236,951.25
60001	- PROPERTY TAX COMMISSION	-3,646.02	-3,646.02
10000	ENDING CASH ON HAND	926,132.59	926,132.59
15100	ENDING INVESTMENT ON HAND	764,653.76	764,653.76
-----			
	GRAND TOTALS	1,690,786.35	1,690,786.35

8/3/2011  
11:43:47

\*\*\*\* COUNTY TREASURER GENERAL LEDGER \*\*\*\*  
DETAIL REVENUE LISTING PER FUND  
FOR: JULY 2011

PAGE: 1

FUND: 8411	SID 158 SERVICE FEE	M-T-D	Y-T-D
-----			
10100	- BEGINNING CASH ON HAND	65,354.73	65,354.73
15100	- BEGINNING INVESTMENT ON HAND	0.00	0.00
-----			
	BEGINNING BALANCE:	65,354.73	65,354.73
TAX RECEIPT COLLECTIONS:			
-----			
	OTHER RECEIPT TOTALS:	0.00	0.00
10000	ENDING CASH ON HAND	65,354.73	65,354.73
15100	ENDING INVESTMENT ON HAND	0.00	0.00
-----			
	GRAND TOTALS	65,354.73	65,354.73

# The Omaha World-Herald Ad Order Confirmation

**Ad Content**

RONALD W. HUNTER  
 Attorney at Law  
 11605 Arbor St. Suite 104  
 Omaha, NE 68144

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 4:00 p.m., on Wednesday, August 10, 2011, 2011, 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 St., Suite 104, Omaha, Nebraska, and includes payment of bills of the District.  
 Patrick S. Lichter,  
 Clerk of the District  
 1409057; 8/10

**Ad Number** 0001409057-01

**Sales Rep.** jerwin

**Order Taker** jerwin

**Ad Type** SNI Legals

**Ad Size**  
 : 1.0 X 26 Li

**PO Number** SID 158

**Color** B&W

**Promo Type**

**Customer**  
 RONALD HUNTER LAW OFFIC

**Customer Account**  
 154004

**Customer Address**  
 11605 ARBOR ST, #104  
 OMAHA NE 68144 USA

**Customer Phone**  
 (402)397-6965

**Ordered By**

**Special Pricing**  
 None

**Invoice Text**  
 SID 158

**Materials**

**Ad Order Notes**

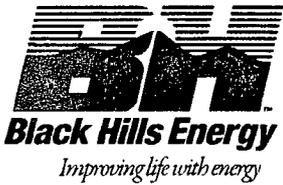
<u>Tear Sheets</u>	<u>Proofs</u>	<u>Blind Box</u>
0	0	

<u>Net Amount</u>	<u>Total Amount</u>
\$10.73	\$10.73

**Payment Method**

<u>Payment Amount</u>	<u>Amount Due</u>
\$0.00	\$10.73

<u>Product Information</u>	<u>Placement/Classification</u>	<u>Run Dates</u>	<u># Inserts</u>	<u>Cost</u>
SNI Classified::	Papillion Legals	8/10/2011	1	\$10.73
	SNI Legal Papillion-Appears i			



PO BOX 6001  
RAPID CITY SD 57709-6001

24 hour Customer Service call 1-888-890-5554  
24 hour Emergency Service call 1-800-694-8989

**Helpful Information**

Black Hills Cares helps eligible people meet energy needs through your voluntary tax-deductible donations. To give, please mark your payment stub (below) with the amount you wish to be billed monthly. Black Hills Energy matches customer contributions. Call 1-888-890-5554 to stop giving.

We are currently holding a deposit of \$55.00

If you smell natural gas, leave the premises immediately and call Black Hills Energy at 1-800-694-8989.

If you have a previous balance, that amount is due immediately; the remaining balance is due on the due date.

Customer Charge covers part of the fixed costs of delivering your energy, regardless of usage.

Supply Cost - Your bill may include an adjustment or rate change due to the cost of purchasing energy from suppliers. The charge may appear as PGA, GCR, ECA or FAC dependent upon the state you reside in.

Questions or comments about your bill? Visit [www.blackhillsenergy.com](http://www.blackhillsenergy.com), call us at 1-888-890-5554 or write to P.O. Box 6006, Rapid City, SD 57709. Please send payments to the address on front of the payment stub.

**SARPY SID 158**

Account Number: 3340 6759 18  
Amount Now Due: \$3,322.18  
Billing Date: 07/28/11  
Please Pay By: 08/17/11

Previous Account Balance		\$3,222.87
Payments Received		0.00
Prev Utility Due	\$3,222.87	
Prev Other Due	0.00	
Previous Balance Due		3,222.87
Fees/Adjustments		2.44
Current Charges		
Gas	\$344.87	

Total This Bill 344.87  
New Account Balance \$3,570.18

**Summary of Amount Now Due:**

Previous Payment Requested	\$2,919.87
Payments Received	0.00
Previous Balance Due	2,919.87
Fees/Adjustments	2.44
Current Utility Charges	344.87
Current Other Charges	0.00
Deposit Arrangement	55.00
Utility Arrangement Amount	0.00
Non-Utility Arrangement Amount	0.00

Payment Due Aug 17 \$3,322.18  
Pay \$3,325.26 after Aug 17  
Make checks payable to: Black Hills Energy

See back for billing details.

Detach and mail this portion with your payment. Bring entire bill if paying in person.

Account Number 3340 6759 18

Payment Due Aug 17 \$3,322.18

Please write this account number on your check

Amount due after Aug 17 \$3,325.26

Make checks payable to Black Hills Energy. Allow 5 to 7 days for delivery and processing when sending payment by mail.

I want to support Black Hills Cares with a monthly gift of:

\$ \_\_\_\_\_ Other  \$5  \$10  \$20

Please enter amount enclosed

See back of bill for CheckLINE sign up or address change.

BLACK HILLS ENERGY  
PO BOX 6001  
RAPID CITY SD 57709-6001



SARPY SID 158  
11605 ARBOR ST STE 104  
OMAHA NE 68144-2982



334067591800000332526000003322180305



SARPY SID 158

Account Number:

3340 6759 18

Details of your utility service at:

Billing Date:

07/28/11

10300 S 168TH ST

GAS SERVICE (NE051)

Meter Number: ILA037137

Reading 07/27/11 99647

Reading 06/27/11 99309

30 days 338 Hundred Cubic Feet (CCF)

x1.0197 BTU Factor

344.66 Therms (Therms)

Your average daily usage was 11.50 Therms

Last year this period it was 8.25 Therms

Billing details for 06/27/11 - 07/27/11, 30 days.

Customer Charge \$18.50

Base Rate 345 therms @ \$0.17245 \$59.50

PGA 345 therms @ \$0.55512, 3/30 days \$19.15

PGA 345 therms @ \$0.55522, 27/30 days \$172.40

State Regulatory Assessment \$0.10

State Sales Tax \$269.65 @ 5.5% \$14.83

Total charge this service \$284.48

10309 S 180TH ST

GAS SERVICE (NE051)

Meter Number: NGM870437

Reading 07/27/11 556

Reading 06/27/11 554

30 days 2 Hundred Cubic Feet (CCF)

x1.1214 Gas Pressure Factor

x1.0197 BTU Factor

2.28 Therms (Therms)

Your average daily usage was .07 Therms

Last year this period it was .06 Therms

Billing details for 06/27/11 - 07/27/11, 30 days.

Customer Charge \$18.50

Base Rate 2 therms @ \$0.17245 \$0.34

PGA 2 therms @ \$0.55512, 3/30 days \$0.11

PGA 2 therms @ \$0.55522, 27/30 days \$1.00

State Regulatory Assessment \$0.10

State Sales Tax \$20.05 @ 5.5% \$1.10

Total charge this service \$21.15

17201 CORNHUSKER RD

GAS SERVICE (NE051)

Meter Number: BHE139827

Reading 07/27/11 2

Reading 06/27/11 2

30 days 0 Hundred Cubic Feet (CCF)

x1.1214 Gas Pressure Factor

x1.0197 BTU Factor

0 Therms (Therms)

Your average daily usage was .00 Therms

Billing details for 06/27/11 - 07/27/11, 30 days.

Customer Charge \$18.50

Base Rate 0 therms @ \$0.17245 \$0.00

PGA 0 therms @ \$0.55512, 3/30 days \$0.00

PGA 0 therms @ \$0.55522, 27/30 days \$0.00

State Regulatory Assessment \$0.10

State Sales Tax \$18.60 @ 5.5% \$1.02

Total charge this service \$19.62

Detach and mail this portion with your payment. Bring entire bill if paying in person. Important: Please use Black or Blue ink to enroll in CheckLINE or update personal information below.

CheckLINE Enrollment Form

When enrollment becomes effective, your balance due will be deducted from your bank account on your due date. Please continue to mail your payment until your bill stub indicates that the auto withdrawal is effective. This process normally takes 30-60 days whether enrolling for the first time or making changes to bank information. You must enclose a voided check or savings withdrawal slip. Please make sure to sign below. We cannot process your enrollment request without your voided check or savings withdrawal slip and signature.

Name on bank account (Please Print)

Bank Name

Routing # (9 digit)

Bank Account #

Signature X

Date X

I authorize Black Hills Energy to debit the financial account listed above for monthly payment of my future bills. I understand that I may stop this service three (3) business days before the due date by calling 1-888-890-5554

Billing Address Change Form

Enter Correct Information Below

This form is to notify Black Hills Energy of changes to your billing address ONLY. To start, stop or transfer service, please call 1-888-890-5554.

Name

Attn

Address

City

State

Zip Code

Phone (Home)

(Work)

Additional Comments

3340675918 SARPY SID 158

SARPY SID 158

Account Number:

3340 6759 18

Details of your utility service at:

Billing Date:

07/28/11

17504 CORNHUSKER RD

GAS SERVICE (NE051)

Meter Number: BHE139822

Reading 07/27/11 9030

Reading 06/27/11 9030

30 days 0 Hundred Cubic Feet (CCF)

x1.1214 Gas Pressure Factor

x1.0197 BTU Factor

0 Therms (Therms)

Your average daily usage was .00 Therms

Billing details for 06/27/11 - 07/27/11, 30 days.

Customer Charge	\$18.50
Base Rate 0 therms @ \$0.17245	\$0.00
PGA 0 therms @ \$0.55512, 3/30 days	\$0.00
PGA 0 therms @ \$0.55522, 27/30 days	\$0.00
State Regulatory Assessment	\$0.10
State Sales Tax \$18.60 @ 5.5%	\$1.02
<b>Total charge this service</b>	<b>\$19.62</b>

Fees/Adjustments

Late Payment Charge	\$1.16
Late Payment Charge	\$0.64
Late Payment Charge	\$0.64
<b>Total Fees/Adjustments</b>	<b>\$2.44</b>



Account Number	Due Date	Total Amount Due
2097155308	Aug 1, 2011	\$3,060.26

Customer Name: SID 158 SARPY  
Statement Date July 11, 2011

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

**Billing Information for service address: 9903 S 175 CIR, WELL OMAHA NE**

Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier		
General Service Non-Demand	6-7-11	7-6-11	8091223	167494	170242 Actual	2748	1	kWh	2748

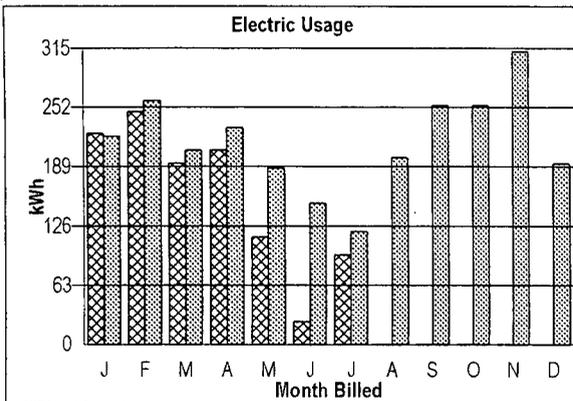
**Your Electric Usage Profile**

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2011 <input checked="" type="checkbox"/>	29	2748	94	81	64
2010 <input type="checkbox"/>	30	3601	120	84	65

Basic Service	11.89
kWh Usage	255.27
Fuel And Purchased Power Adjustment	4.09
Sales Tax	14.92
<b>Total Charges</b>	<b>\$286.17</b>
Previous Balance	3,230.57
Payments Received: 06/23/11	456.48CR
<b>Total Amount Due</b>	<b>\$3,060.26</b>

Late Payment Charge of \$11.45 applies after due date

Your average daily electric cost was: **\$9.87**



Please return this portion with payment

OPPD has been working hard, around the clock, to alleviate the impact of the Missouri River floodwaters on its operations. Get up-to-date flood information and safety tips at [oppdstorminfo.blogspot.com](http://oppdstorminfo.blogspot.com)

Statement Date: July 11, 2011

Account Number	Due Date	Total Amount Due
2097155308	Aug 1, 2011	\$3,060.26

Late Payment Charge of \$11.45 applies after due date.

Amount Paid

Energy Assistance Fund \$1  \$2  \$5  Other \$

A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number: (402) 397-6965

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

SID 158 SARPY  
11604 ARBOR ST 104  
OMAHA NE 68144

PO BOX 3995  
OMAHA NE 68103-0995





Account Number	Due Date	Total Amount Due
9063100050	Aug 1, 2011	\$18,347.65

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

Customer Name: SID 158 SARPY  
Statement Date July 11, 2011

Service Address	Rate	Billing Period		Usage		
		From	To	Kilowatt-hours used	Billing Demand/kW	Current Amount
10302 S 168 ST, LFT1 OMAHA NE	General Service Non-Demand	6-7-11	7-6-11	1726	kWh	\$188.17
10302 S 168 ST, LFT2 OMAHA NE	General Service Non-Demand	6-7-11	7-6-11	242	kWh	\$38.20
10302 S 168 ST, POOL OMAHA NE	General Service Non-Demand	6-7-11	7-6-11	7829	kWh	\$773.39
10309 S 180 ST, WELL OMAHA NE	General Service Demand	6-7-11	7-6-11	15066	kWh 35.00	\$1,148.97
10507 S 179 AVE, LIFT OMAHA NE	General Service Non-Demand	6-7-11	7-6-11	2705	kWh	\$282.05
16800 CORNHUSKER RD, STLT OMAHA NE	Street Light Method 61	N/A	N/A			\$1,672.62
17419 RIVIERA DR, LFT2 OMAHA NE	General Service Non-Demand	6-7-11	7-6-11	87	kWh	\$21.76
17505 RIVIERA DR, WELL OMAHA NE	General Service Non-Demand	6-7-11	7-6-11	5210	kWh	\$522.25
17640 1/2 PRESTWICK AVE OMAHA NE	General Service Non-Demand	6-7-11	7-6-11	325	kWh	\$47.00
17710 PINEHURST AVE, SIGN OMAHA NE	General Service Non-Demand	6-15-11	7-6-11	2	kWh	\$35.68
18000 CORNHUSKER RD, LIFT OMAHA NE	General Service Non-Demand	6-7-11	7-6-11	268	kWh	\$40.96
9494 S 175 CIR, LIFT OMAHA NE	General Service Non-Demand	6-7-11	7-6-11	9	kWh	\$15.98
9818 1/2 S 175 CIR OMAHA NE	General Service Non-Demand	N/A	N/A			\$15.97
9902 S 172 ST OMAHA NE	Street Light Method 61	N/A	N/A			\$1,875.62

Please return this portion with payment

OPPDI has been working hard, around the clock, to alleviate the impact of the Missouri River floodwaters on its operations. Get up-to-date flood information and safety tips at [oppdstorminfo.blogspot.com](http://oppdstorminfo.blogspot.com)

Statement Date July 11, 2011

Account Number	Due Date	Total Amount Due
9063100050	Aug 1, 2011	\$18,347.65

Late Payment Charge of \$279.86 applies after due date

Amount Paid

Energy Assistance Fund \$1  \$2  \$5  Other \$

A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number: (402) 592-2354

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



SID 158 SARPY  
% GERRY GUTOSKI  
11605 ARBOR ST STE 104  
OMAHA NE 68144-2982

PO BOX 3065  
OMAHA NE 68103-0065





Account Number	Due Date	Total Amount Due
9063100050	Aug 1, 2011	\$18,347.65

Customer Name: SID 158 SARPY  
Statement Date July 11, 2011

Service Address	Rate	Billing Period		Usage		
		From	To	Kilowatt-hours used	Billing Demand/kW	Current Amount
9910 S 172 ST OMAHA NE	General Service Demand	6-7-11	7-6-11	1936 kWh	38.00	\$342.18

Total Charges	\$7,020.80
Previous Balance	16,417.96
Payments Received: 06/23/11	5,091.11CR
<b>Total Amount Due</b>	<b>\$18,347.65</b>

Late Payment Charge of \$279.86 applies after due date



Account Number	Due Date	Total Amount Due
9063100050	Aug 1, 2011	\$18,347.65

Customer Name: SID 158 SARPY  
Statement Date July 11, 2011

Billing Information for service address: 10302 S 168 ST, LFT1 OMAHA NE

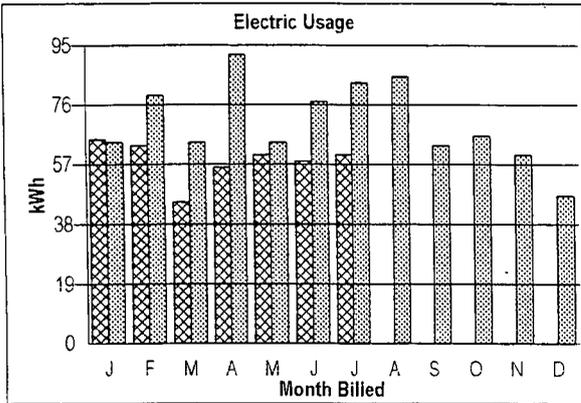
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier		
General Service Non-Demand	6-7-11	7-6-11	8292014	92881	94607 Actual	1726	1	kWh	1726

**Your Electric Usage Profile**

Billing Period	Billing Days	kWh Use	Avg kWh per day	Avg Temp	
				High	Low
2011 ☒	29	1726	59	81	64
2010 ☐	30	2494	83	84	65

Basic Service	11.89
kWh Usage	163.90
Fuel And Purchased Power Adjustment	2.57
Sales Tax	9.81
<b>Total Charges</b>	<b>\$188.17</b>

Your average daily electric cost was: \$6.49





Account Number	Due Date	Total Amount Due
9063100050	Aug 1, 2011	\$18,347.65

Customer Name: SID 158 SARPY  
Statement Date July 11, 2011

**Billing Information for service address: 10302 S 168 ST, LFT2 OMAHA NE**

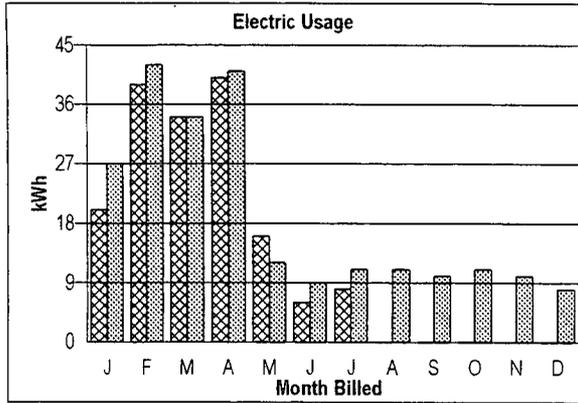
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier	kWh	
General Service Non-Demand	6-7-11	7-6-11	7249880	22470	22712 Actual	242	1	kWh	242

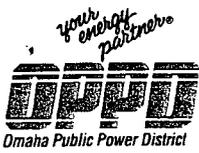
**Your Electric Usage Profile**

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2011 ☒	29	242	8	81	64
2010 ☐	30	340	11	84	65

Basic Service	11.89
kWh Usage	23.96
Fuel And Purchased Power Adjustment	0.36
Sales Tax	1.99
<b>Total Charges</b>	<b>\$38.20</b>

Your average daily electric cost was: \$1.32





Account Number	Due Date	Total Amount Due
9063100050	Aug 1, 2011	\$18,347.65

Customer Name: SID 158 SARPY  
Statement Date July 11, 2011

**Billing Information for service address: 10302 S 168 ST, POOL OMAHA NE**

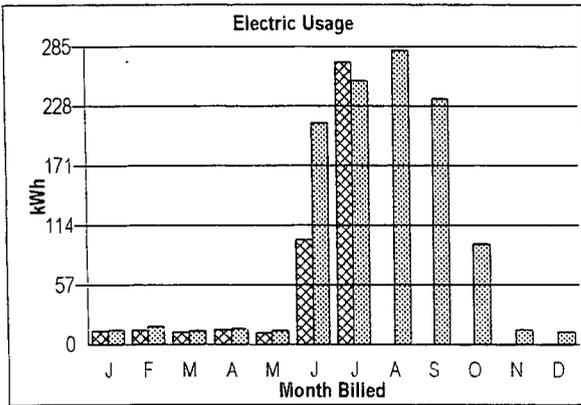
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier		
General Service Non-Demand	6-7-11	7-6-11	6253091	135306	143135 Actual	7829	1	kWh	7829

**Your Electric Usage Profile**

Billing Period	Billing Days	kWh Use	Avg kWh per day	Avg Temp	
				High	Low
2011 ☒	29	7829	269	81	64
2010 ☐	0	0	0	0	0

Basic Service	11.89
kWh Usage	709.51
Fuel And Purchased Power Adjustment	11.67
Sales Tax	40.32
<b>Total Charges</b>	<b>\$773.39</b>

Your average daily electric cost was: \$26.67





Account Number	Due Date	Total Amount Due
9063100050	Aug 1, 2011	\$18,347.65

Customer Name: SID 158 SARPY  
Statement Date: July 11, 2011

**Billing Information for service address: 10309 S 180 ST, WELL OMAHA NE**

Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier		
General Service Demand	6-7-11	7-6-11	8091421	395084	410150 Actual	15066	1	kWh	15066
Billing Demand								KW	35.00

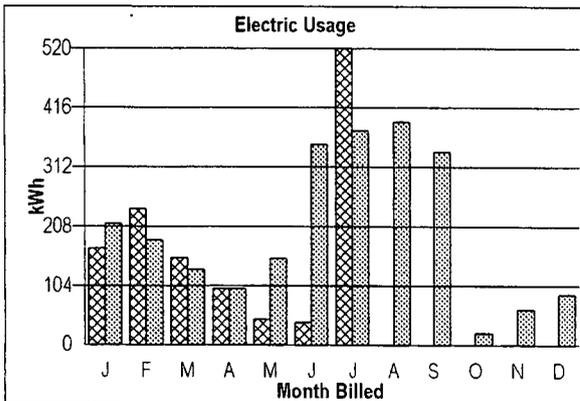
**Your Electric Usage Profile**

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2011 ☒	29	15066	519	81	64
2010 ☐	0	0	0	0	0

Actual Demands 35.42KW 0.00KVA 100.00%PF

Basic Service	17.39
Demand Revenue	163.45
kWh Usage	885.78
Fuel And Purchased Power Adjustment	22.45
Sales Tax	59.90
<b>Total Charges</b>	<b>\$1,148.97</b>

Your average daily electric cost was: \$39.62





Account Number	Due Date	Total Amount Due
9063100050	Aug 1, 2011	\$18,347.65

Customer Name: SID 158 SARPY  
Statement Date: July 11, 2011

**Billing Information for service address: 10507 S 179 AVE, LIFT OMAHA NE**

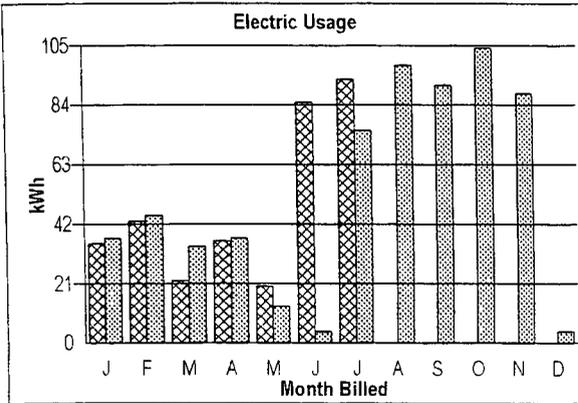
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier		
General Service Non-Demand	6-7-11	7-6-11	5491618	109576	112281 Actual	2705	1	kWh	2705

**Your Electric Usage Profile**

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2011 ☒	29	2705	93	81	64
2010 ☐	30	2261	75	84	65

Basic Service	11.89
kWh Usage	251.43
Fuel And Purchased Power Adjustment	4.03
Sales Tax	14.70
<b>Total Charges</b>	<b>\$282.05</b>

Your average daily electric cost was: \$9.73





Account Number	Due Date	Total Amount Due
9063100050	Aug 1, 2011	\$18,347.65

Customer Name: SID 158 SARPY  
Statement Date July 11, 2011

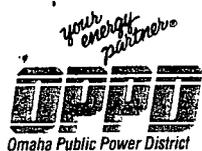
**Billing Information for service address: 16800 CORNHUSKER RD, STLT OMAHA NE**

**Billing Period From 06-09-2011 To 07-11-2011 @32 Days**

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$1,579.41	\$6.01	\$1,672.62

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

Sales Tax 87.20  
Total Charges \$1,672.62



Account Number	Due Date	Total Amount Due
9063100050	Aug 1, 2011	\$18,347.65

Customer Name: SID 158 SARPY  
Statement Date July 11, 2011

Billing Information for service address: 16800 CORNHUSKER RD, STLT OMAHA NE

Billing Period From 06-09-2011 To 07-11-2011 @32 Days

Rate	Method No.	Number of Lamps	Price per Lamp	Usage			
				Current Amount	Fuel and Purchased Power Adjustment	Total Usage Amount	Sub-Total Amount per Rate
SL61	61112	1	\$12.65	\$12.65			
SL61	61211	92	\$17.03	\$1,566.76			
SL61					6.01	1,579.41	\$1,672.62



Account Number	Due Date	Total Amount Due
9063100050	Aug 1, 2011	\$18,347.65

Customer Name: SID 158 SARPY  
Statement Date July 11, 2011

**Billing Information for service address: 17419 RIVIERA DR, LFT2 OMAHA NE**

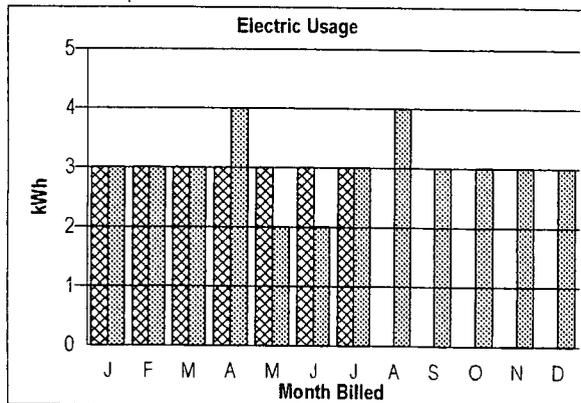
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier	kWh	
General Service Non-Demand	6-7-11	7-6-11	6253082	4130	4217 Actual	87	1	kWh	87

**Your Electric Usage Profile**

Billing Period	Billing Days	kWh Use	Avg kWh per day	Avg Temp	
				High	Low
2011 ☒	29	87	3	81	64
2010 ☒	0	0	0	0	0

Basic Service	11.89
kWh Usage	8.61
Fuel And Purchased Power Adjustment	0.13
Sales Tax	1.13
<b>Total Charges</b>	<b>\$21.76</b>

Your average daily electric cost was: \$0.75





Account Number	Due Date	Total Amount Due
9063100050	Aug 1, 2011	\$18,347.65

Customer Name: SID 158 SARPY  
Statement Date: July 11, 2011

**Billing Information for service address: 17505 RIVIERA DR, WELL OMAHA NE**

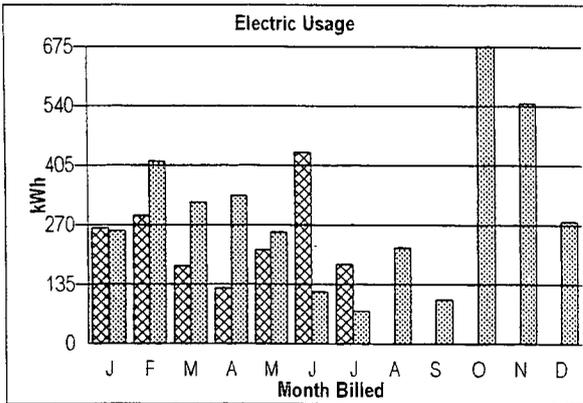
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier		
General Service Non-Demand	6-7-11	7-6-11	8292176	320752	325962 Actual	5210	1	kWh	5210

**Your Electric Usage Profile**

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2011 ☒	29	5210	179	81	64
2010 ☐	0	0	0	0	0

Basic Service	11.89
kWh Usage	475.37
Fuel And Purchased Power Adjustment	7.76
Sales Tax	27.23
<b>Total Charges</b>	<b>\$522.25</b>

Your average daily electric cost was: \$18.01





Account Number	Due Date	Total Amount Due
9063100050	Aug 1, 2011	\$18,347.65

Customer Name: SID 158 SАРY  
Statement Date: July 11, 2011

**Billing Information for service address: 17640 1/2 PRESTWICK AVE OMAHA NE**

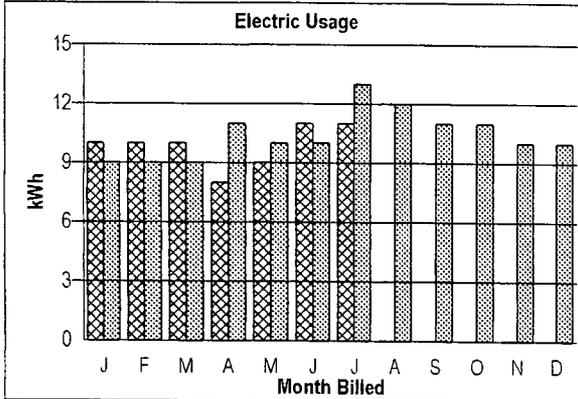
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier	kWh	
General Service Non-Demand	6-7-11	7-6-11	6843879	17108	17433 Actual	325	1	kWh	325

**Your Electric Usage Profile**

Billing Period	Billing Days	kWh Use	Avg kWh per day	Avg Temp	
				High	Low
2011 ☒	29	325	11	81	64
2010 ☐	0	0	0	0	0

Basic Service	11.89
kWh Usage	32.18
Fuel And Purchased Power Adjustment	0.48
Sales Tax	2.45
<b>Total Charges</b>	<b>\$47.00</b>

Your average daily electric cost was: \$1.62





Account Number	Due Date	Total Amount Due
9063100050	Aug 1, 2011	\$18,347.65

Customer Name: SID 158 SARPY  
Statement Date: July 11, 2011

**Billing Information for service address: 17710 PINEHURST AVE, SIGN OMAHA NE**

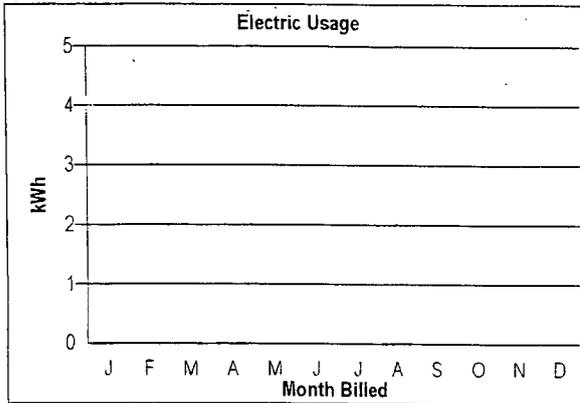
Rate	Billing Period		Meter Number	Meter Reading				Usage
	From	To		Previous	Present	Difference	Multiplier	
General Service Non-Demand	6-15-11	7-6-11	5679622	0	2 Actual	2	1	kWh 2

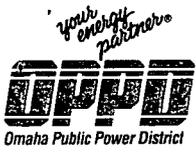
**Your Electric Usage Profile**

Billing Period	Billing Days	kWh Use	Avg kWh per day	Avg Temp	
				High	Low
2011 ☒	21	2	0	83	65
2010 ☐	0	0	0	0	0

Basic Service	8.32
kWh Usage	0.20
Fuel And Purchased Power Adjustment	0.00
Minimum Charge	2.08
Sales Tax	0.58
Account Service Charge	24.50
<b>Total Charges</b>	<b>\$35.68</b>

Your average daily electric cost was: \$0.53





Account Number	Due Date	Total Amount Due
9063100050	Aug 1, 2011	\$18,347.65

Customer Name: SID 158 SARPY  
Statement Date: July 11, 2011

**Billing Information for service address: 18000 CORNHUSKER RD, LIFT OMAHA NE**

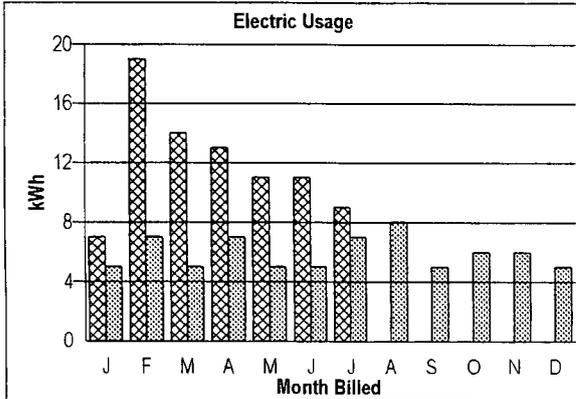
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier		
General Service Non-Demand	6-7-11	7-6-11	5491519	10126	10394 Actual	268	1	kWh	268

**Your Electric Usage Profile**

Billing Period	Billing Days	kWh Use	Avg kWh per day	Avg Temp	
				High	Low
2011 ☒	29	268	9	81	64
2010 ☐	30	224	7	84	65

Basic Service	11.89
kWh Usage	26.53
Fuel And Purchased Power Adjustment	0.40
Sales Tax	2.14
<b>Total Charges</b>	<b>\$40.96</b>

Your average daily electric cost was: \$1.41





Account Number	Due Date	Total Amount Due
9063100050	Aug 1, 2011	\$18,347.65

Customer Name: SID 158 SARPY  
Statement Date July 11, 2011

**Billing information for service address: 9494 S 175 CIR, LIFT OMAHA NE**

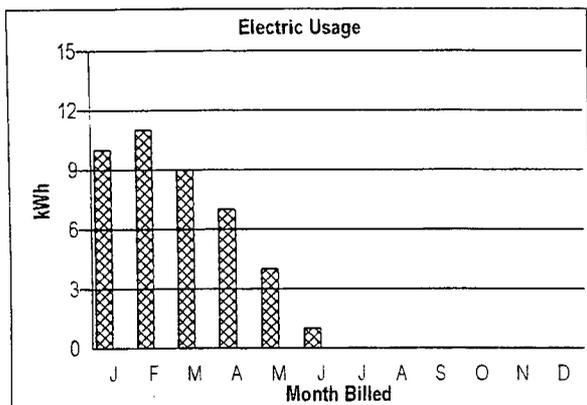
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier		
General Service Non-Demand	6-7-11	7-6-11	6841830	3410	3419 Actual	9	1	kWh	9

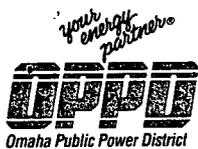
**Your Electric Usage Profile**

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2011 ☒	29	9	0	81	64
2010 ☒	0	0	0	0	0

Basic Service	11.89
kWh Usage	0.89
Fuel And Purchased Power Adjustment	0.01
Minimum Charge	2.36
Sales Tax	0.83
<b>Total Charges</b>	<b>\$15.98</b>

Your average daily electric cost was: \$0.55





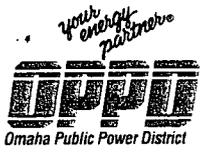
Account Number	Due Date	Total Amount Due
9063100050	Aug 1, 2011	\$18,347.65

Customer Name: SID 158 SARPY  
Statement Date: July 11, 2011

**Billing Information for service address: 9818 1/2 S 175 CIR OMAHA NE**

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

Basic Service	11.89
kWh Usage	0.10
Fuel And Purchased Power Adjustment	0.00
Minimum Charge	3.15
Sales Tax	0.83
<b>Total Charges</b>	<b>\$15.97</b>



Account Number	Due Date	Total Amount Due
9063100050	Aug 1, 2011	\$18,347.65

Customer Name: SID 158 SARPY  
Statement Date July 11, 2011

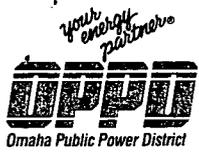
**Billing Information for service address: 9902 S 172 ST OMAHA NE**

**Billing Period From 06-09-2011 To 07-11-2011 @32 Days**

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$1,771.12	\$6.72	\$1,875.62

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

Sales Tax 97.78  
Total Charges \$1,875.62



Account Number	Due Date	Total Amount Due
9063100050	Aug 1, 2011	\$18,347.65

Customer Name: SID 158 SARPY  
Statement Date: July 11, 2011

**Billing Information for service address: 9902 S 172 ST OMAHA NE**

Billing Period From 06-09-2011 To 07-11-2011 @32 Days

Rate	Method No.	Number of Lamps	Price per Lamp	Usage			
				Current Amount	Fuel and Purchased Power Adjustment	Total Usage Amount	Sub-Total Amount per Rate
SL61	61211	104	\$17.03	\$1,771.12			
SL61					6.72	1,771.12	\$1,875.62



Account Number	Due Date	Total Amount Due
9063100050	Aug 1, 2011	\$18,347.65

Customer Name: SID 158 SARPY  
Statement Date July 11, 2011

**Billing Information for service address: 9910 S 172 ST OMAHA NE**

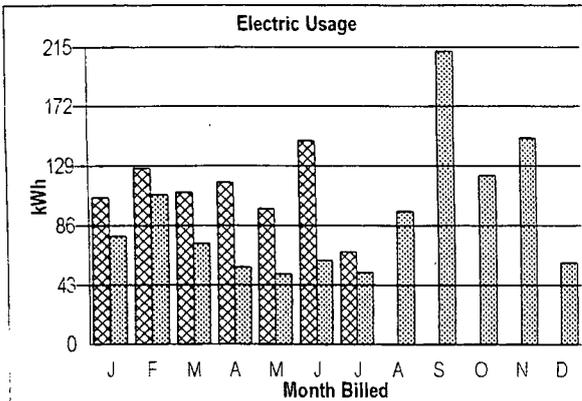
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier		
General Service Demand	6-7-11	7-6-11	8091408	167171	169107 Actual	1936	1	kWh	1936
Billing Demand								KW	38.00

**Your Electric Usage Profile**

Billing Period	Billing Days	kWh Use	Avg kWh per day	Avg Temp	
				High	Low
2011 ☒	29	1936	66	81	64
2010 ☐	30	1570	52	84	65

Actual Demands	38.39KW	0.00KVA	100.00%PF
Basic Service		17.39	
Demand Revenue		177.46	
kWh Usage		126.61	
Fuel And Purchased Power Adjustment		2.88	
Sales Tax		17.84	
Total Charges		\$342.18	

Your average daily electric cost was: \$11.80



\*\*\*\*\* I N V O I C E \*\*\*\*\*

FIELD R & D  
 8505 Makaha Circle  
 Papillion, NE 68046-5616

Invoice No. 100217 08-01-11  
 Customer No. TIB

SID 158 TIBURON  
 c/o RON HUNTER  
 11605 ARBOR STREET, SUITE 104  
 OMAHA, NE 68144

Terms: 18% APR interest rate applies to unpaid balances after 31 days, 09-01-11

Quant	Item No.	Item Description	Unit Price	Extension
4	TIBPWS	LASTMONTH - COMMUNITY WATER WELL OPERATING FEE	925.00	\$3700.00
36	HRS	EXTRAORDINARY SERVICE HOURS	51.00	1836.00
1		MATERIALS, SUPPLIES, POSTAGE	.00	.00
4		WEEKLY MICROBIAL MANHOLE(2) DOUSING - SID158	78.00	312.00
1		VERIZON DIAL OUT TELEALARMS: 4 WELLHOUSES	72.00	72.00
4		PIII FLOW RECORDER CPU	83.00	332.00
1		OVERHEAT FANS	384.43	384.43
1		MATERIAL AND SUPPLIES	25.53	25.53

-----> Note: SIGNIFICANT EVENTS: 179TH ST MANHOLE FLUSHING; WELL 1 BEARING NOISE WITH SHAKE - REVIEW AND INSPECT WITH FLOW TEST BY LAYNE WESTERN; BAD WELL 1 CHECK VALVE AND CONNECTOR BOLTS TO HYDROPNEUMATIC TANK. MULTIPLE VFD OVERHEAT ALARMS. WEED CONTROL AT WELLHOUSES. WELL 1 RETURN LINE SOLENOID REPAIR. MULTIPLE DRAWDOWN TESTS. REVIEW GEOTHERMAL NEHHS RULING & WATER SOURCE HEAT PUMP POLICY. UNCLOG WELL 4 DRAIN. SEVERAL 1000KG PRODUCTION DAYS 7/18/11 - 7/25/11; 7/20/2011 = 1,119kg! INSTALL OVERHEAT HELPER FANS.

Subtotal \$6,661.96  
 \*Sales Tax: NOT APPLICABLE .00  
 TOTAL AMOUNT DUE \$6,661.96

>>> Please submit your payment with the top part of this invoice <<< =====

NE3120787 - SARPY CO SID #158 - TIBURON GOLF COURSE  
 GERALD GUTOSKI  
 8505 MAKAHA CR  
 PAPANILLION, NE 68046

**ANALYTICAL RESULTS QUALIFIERS**

Workorder: \_\_\_\_\_ Profile: Routine, Routine

---

Lab ID: 114375 Date Received: 7/13/2011 Matrix: Water  
 Sample ID: 114375 Date Collected: 7/12/2011 11:18  
 Sampled By: SYSLO, D Date Reported: 7/14/2011  
 Location: Z2 SD CLUBHOUSE

Parameters	Results	Units	Qual	Report Limit	MCL	Analyzed	By
Analytical Method: SM 9222B - Membrane Filter							
Total Coliform	0	cfu/100 ml		0		7/14/2011	TSW
E.coli	E. coli absent	cfu/100 ml		0		7/14/2011	TSW

**SAMPLE COMMENTS:**

[1] Monthly Total Coliform MF, July 2011

TIB

**Nebraska Public Health Environmental Laboratory**  
 3701 South 14th Street  
 Lincoln, NE 68502  
 (402) 471-2122  
 (402) 471-2080 (fax)

NE3120787 - SARPY CO SID #158 - TIBURON GOLF COURSE  
 GERALD GUTOSKI  
 8505 MAKAHA CR  
 PAPANILLION, NE 68046

**ANALYTICAL RESULTS QUALIFIERS**

Workorder: \_\_\_\_\_ Profile: Routine, Routine

---

Lab ID: 114376 Date Received: 7/13/2011 Matrix: Water  
 Sample ID: 114376 Date Collected: 7/12/2011 11:25  
 Sampled By: SYSLO, D Date Reported: 7/14/2011  
 Location: Z1 SB 17605 PINEHURS

Parameters	Results	Units	Qual	Report Limit	MCL	Analyzed	By
Analytical Method: SM 9222B - Membrane Filter							
Total Coliform	0	cfu/100 ml		0		7/14/2011	TSW
E.coli							

TIBURON COMMUNITY WELL WATER PERIODIC REPORT

for the period: 07,2011

Generated: 07/31/2011

	THIS PERIOD	LAST PERIOD
WELL#1 (CORNHUSKER) KGALS USAGE..	674	897
WELL#2 (176TH ST) KGALS USAGE....	3277	1892
WELL#3 (FAIRWAY) KGALS USAGE.....	2724	2184
WELL#4 (180TH ST) KGALS USAGE....	11339	8235
WELL#5 (CORNHUSKER) KGALS USAGE....	4542	1392
WELL#1 (CORNHUSKER) GENERATOR HRS.	N/A	N/A
WELL#2 (176TH ST) GENERATOR HRS.	.2	0
WELL#3 (FAIRWAY) GENERATOR HRS.	0	0
WELL#4 (180TH ST) GENERATOR HRS.	1.3	1.3
WELL#5 (CORNHUSKER) GENERATOR HRS.	N/A	N/A
WELL#1 DRAWDOWN FEET.....	19	24
WELL#1 VFD PUMP STARTS.....	280	541
WELL#2 DRAWDOWN FEET.....	10	8
WELL#2 VFD PUMP STARTS.....	243	871
WELL#3 DRAWDOWN FEET.....	13	18
WELL#3 VFD PUMP STARTS.....	0	0
WELL#4 DRAWDOWN FEET.....	25	24
WELL#4 VFD PUMP STARTS.....	42	336
WELL#5 DRAWDOWN FEET.....	11	8
WELL#5 VFD PUMP STARTS.....	302	834
EAST BULK METER KGAL USAGE .....	673	353
WEST BULK METER KGAL USAGE .....	3323	1374
E+W SID158 BULK METER KGAL USAGE ...	3996	1727
CAR WASH METER KGAL USAGE .....	100	95
STRIPMALL SPRINKLER METER KGAL USAGE	0	0
STRIPMALL REGULAR METER KGAL USAGE ..	40	31
KUM & GO TOP METER KGAL USAGE .....	71	0
KUM & GO BOTTOM METER KGAL USAGE ....	0	2
TOTAL WATER KGAL USAGE THIS MONTH	22568	14610
TOTAL WATER KGAL USAGE PER DAY...	728	487

=====

SID192 TIBURON SOUTH COMMUNITY WELL WATER PERIODIC REPORT

for the period: 07,2011

Generated: 07/31/2011

	THIS PERIOD	LAST PERIOD
WELL#3 (FAIRWAY) KGALS USAGE.....	2724	2184
WELL#3 (FAIRWAY) GENERATOR HRS...	0	0
WELL#3 DRAWDOWN FEET.....	13	18
HYDRANT A8 KGALLON OVERFLOW .....	1718.4	1336.5
E+W SID158 BULK METER KGAL USAGE ...	3996	1727
WELL#3 NET KGALLONS .....	1005.6	
SID192 GRACE WATER @ 113 meters....	8899.115	



# Invoice

**Invoice** 415456  
**Date** 7/11/2011  
**Client** NE3120787  
**NIS Acct #** 598258  
**PO**

**Invoice To** SARPY CO SID #158 - TIBURON GOLF COURSE  
 RON HUNTER  
 11605 ARBOR ST STE #104  
 OMAHA, NE 68144

**INVOICE TOTAL** \$978.00  
**DUE DATE** 8/10/2011

CC

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

Description	Qty	Unit Price	Extended Price
Membrane Filter	2	\$16.00	\$32.00
Gross Alpha	2	\$55.00	\$110.00
Coliform by Colilert	2	\$10.00	\$20.00
EPA 515.3 (Herbicides)	2	\$224.00	\$448.00
EPA 531.1 (Carbamates)	2	\$184.00	\$368.00

**INVOICE TOTAL \$978.00**

*Charge Details for Invoice 415456, NIS Acct # 598258, PO #*

Lab ID/Sample ID	Collected	Location	Collector	Charge
109777/109777	6/13/2011 11:07	Z1 SA 10509 S 176TH	GUTOSKI, G	
Membrane Filter				\$16.00
Routine			Sub Total	\$16.00
109778/109778	6/13/2011 10:52	Z2 SC 10025	GUTOSKI, G	
Membrane Filter				\$16.00
Routine			Sub Total	\$16.00
115594/Replacement for 109777	6/20/2011 15:14	Z1 SA 10509 S 176TH	GUTOSKI, G	
Coliform by Colilert				\$10.00
Routine			Sub Total	\$10.00
115595/Replacement for 109778	6/20/2011 15:26	Z2 SC 10025	GUTOSKI, G	
Coliform by Colilert				\$10.00
Routine			Sub Total	\$10.00
84943/84943	5/31/2011 09:02	WELL 931	GUTOSKI, G	
EPA 515.3 (Herbicides)				\$224.00
Routine			Sub Total	\$224.00
84944/84944	5/31/2011 09:27	G-149368 WELL 20071	GUTOSKI, G	
EPA 515.3 (Herbicides)				\$224.00
Routine			Sub Total	\$224.00
84945/84945	5/31/2011 09:00	WELL 931	GUTOSKI, G	
EPA 531.1 (Carbamates)				\$184.00

Charge Details for Invoice 415456, NIS Acct # 598258, PO #

Lab ID/Sample ID	Collected	Location	Collector	Charge
84945/EPA 531.1 (Carbamates)		WELL 931	GUTOSKI, G	
Routine			Sub Total	\$184.00
84946/84946	5/31/2011 09:06	G-146368 WELL 20071	GUTOSKI, G	
EPA 531.1 (Carbamates)				\$184.00
Routine			Sub Total	\$184.00
85762/85762	4/25/2011 10:48	WELL 931	GUTOSKI, G	
Gross Alpha				\$55.00
Routine			Sub Total	\$55.00
85763/85763	4/25/2011 11:00	G-091909 WELL 971	GUTOSKI, G	
Gross Alpha				\$55.00
Routine			Sub Total	\$55.00

All invoices are net 30 days. Electronic Check Re presentment 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.

Remit To Nebraska Public Health Environmental Laboratory  
 PO Box 22790  
 3701 South 14th Street  
 Lincoln, NE 68502  
 Main number: (402) 471-2122  
 Fax: (402) 471-2080  
[www.dhhs.ne.gov/lab](http://www.dhhs.ne.gov/lab)



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

ACCOUNT NO. 3050-30012002-001  
INVOICE NO. 2236368  
STATEMENT DATE 08/01/11  
DUE DATE 08/20/11  
BILLING PERIOD 07/01/11 - 07/31/11

TIBURON HOMES SID #158  
C/O RONALD W. HUNTER  
11605 ARBOR ST # 104  
OMAHA NE 68144

FOR ASSISTANCE  
Customer Service (402) 346-7800  
Or Toll Free (800) 494-5441

INVOICE STATEMENT

Date	Description	Amount
	Previous Balance	\$ 9,904.57
07/31/11	Service Location Acct #30012002-001 Residential Svc 1 Cart 07/01/11-07/31/11 Location Totals	Tiburon Homes Sid #158 Billing Acct \$ 4,961.28 \$ 4,961.28
07/31/11	Service Location Acct #30012002-005 Standard Charge 07/01/11-07/31/11 Location Totals	Tiburon Homes Sid #158 178Th & Pinehurst \$ 10.88 \$ 10.88
	Current Charges And Fees	\$ 4,972.16
	Total Due	\$ 14,876.73

Payment for previous balance is now due. Please pay promptly to avoid service interruption.

Please visit our website at [Papillion-Sanitation.com](http://Papillion-Sanitation.com) for your 2011 recycling schedule.

6

Please remit to the address below and return your remit stub with your payment or look on the reverse side to learn about on-line bill pay.



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

ACCOUNT NO. 3050-30012002-001  
INVOICE NO. 2236368  
STATEMENT DATE 08/01/11  
DUE DATE 08/20/11  
PAY THIS AMOUNT 14,876.73

AV 01 007781 26891B 26 C\*\*5DGT



TIBURON HOMES SID #158  
C/O RONALD W. HUNTER  
11605 ARBOR ST # 104  
OMAHA NE 68144-2982

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 660177  
DALLAS TX 75266-0177



3050 000000030012002-0016 000148767302236368 2

# CITY OF OMAHA

1819 Farnam St. Billing Div.  
Omaha, NE 68183

Contact: (402) 444-5453

Date 20-JUL-11  
1 of 1

Remit To: City of Omaha Cashier  
RM H10  
1819 Farnam St.  
Omaha NE 68183

Customer No: 32905  
Bill To:

TIBURON SID 158  
11605 ARBOR ST SUITE 104  
OMAHA NE 68144-2934

Ship To:

Transaction Type: SEWER BILLING

Invoice Number: 75387

Terms: 30 NET

Total Due: 6,427.11

**PLEASE RETURN TOP PORTION WITH REMITTANCE**

Item No.	DESCRIPTION	QTY	UOM	TAX	UNIT PRICE	EXTENDED PRICE
1	SEWER BILLING SID 158 - TIBURON - JUNE 2011	1	1		6,427.11	6,427.11
SPECIAL INSTRUCTION			DUE DATE		TOTAL DUE	
			75387 19-AUG-11		6,427.11	

**Swift Green Lawn Care**

**Statement**

P.O. Box 4743  
Omaha, NE 68104

Date
6/30/2011

Phone # 402-618-8338      Swiftgreen@cox.net

To:
Pat Lichter - Tiburon SID 16909 Lakeside Hills Plaza Suite 119 Omaha NE 68130

Amount Due
\$284.00

Date	Transaction	Amount	Balance
05/31/2011	Balance forward		30.00
06/02/2011	INV #4591. --- Misc. lawn care \$25.00 --- Tax: Sales Tax @ 7.0% = 0.00	25.00	55.00
06/14/2011	INV #4659. --- Misc. lawn care, 4.5 @ \$30.00 = 135.00 --- Misc. lawn care, 16 @ \$4.00 = 64.00 --- Tax: Sales Tax @ 7.0% = 0.00	199.00	254.00
06/16/2011	INV #4674. --- Misc. lawn care \$30.00 --- Tax: Sales Tax @ 7.0% = 0.00	30.00	284.00

-----  
Please detach this section and remit with payment.

Pat Lichter - Tiburon SID 16909 Lakeside Hills Plaza Suite 119 Omaha NE 68130
--

Due Date
7/30/2011

Amount Enc.

Amount Due
\$284.00

August 3, 2011

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

RE: 178th Street Park Improvements - Tiburon  
TD<sup>2</sup> File No. 1592-105.28

Board Members:

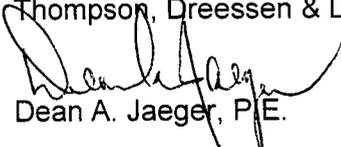
Enclosed please find a copy of Vierregger Electric Co. Invoice No. 13669 furnishing labor and material to install the electrical service and pedestal for the Park.

We recommend that payment be made directly to Vierregger Electric Co.

If you have any questions please call.

Sincerely

Thompson, Dreessen & Dorner, Inc.

  
Dean A. Jaeger, P.E.

DAJ/amw

Enclosure

cc: Vierregger Electric

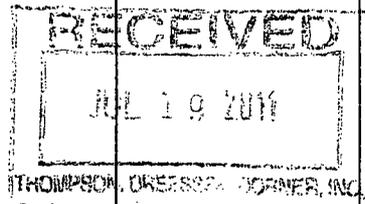
**VIERREGGER ELECTRIC CO.**

4349 South 139th Street  
 Omaha, NE 68137  
 (402) 896-8008

**Invoice**

DATE	INVOICE NO.
7/18/11	13669

BILL TO			JOB		
SID 158 of Sarpy County c/o Thompson, Dreesen & Dorner Attn: Dean Jaeger 10836 Old Mill Rd Omaha, NE 68154			178th & Cornhusker		
TERMS	DUE DATE	REP	PROJECT	P.O. #	
Due on receipt	7/18/11	TJV	37017	Dean Jaeger	
ITEM	DESCRIPTION		HOURS	RATE	AMOUNT
Journeyman Job Materials	As quoted 4/29/11 Labor and equipment			1,025.00 2,015.00	1,025.00 2,015.00T
	Electrical service pedestal, materials and installation as per quote and alternate dated 4/29/11.				
Thank you for your business.				Sales Tax (5.5%) \$110.83	
				<b>Total</b> \$3,150.83	



Past due accounts draw interest at 1.5%  
 interest per month from due date until paid.

8/3/11

INVOICE

DATE

TO

Ronald Hunter  
11605 Arbor St. #104  
Omaha, NE 68144

### MOORE'S INSURANCE & INVESTMENTS

*Life - Health - Fire - Auto - Business Insurance*

11218 John Galt Blvd #105  
~~2580 SO. 90th ST.~~ OMAHA, NE 68124

Phone: 391-2900 Fax: 391-4668

RE

Business Insurance Renewal  
SID #158 - Tiburon

MORTGAGEE

RETURN THIS PORTION WITH PAYMENT

POLICY NUMBER	COMPANY	EFF. DATE	EXP. DATE	RETURN THIS PORTION WITH PAYMENT
PO1000493 *	(1)-United States Liab.(FW)	9/3/11	9/3/12	\$12,430.00
	(2)-Grimmell Mutual			

PROPERTY AND COVERAGE AMOUNT	PREMIUM CHARGE	PREMIUM CREDIT
(1) PO 1000493 Public Officials Liab. \$1 MIL.	\$ 1,200.00	
(2) #399805: Comm. Prop./Gen. Liab.	\$ 7,820.00	
#422932: Bus. Auto	155.00	
#422933: Comm. Umbrella	3,255.00	
<u>TOTAL #2:</u>	<u>\$11,230.00</u>	

Please make checks payable to MOORE'S INSURANCE & INVESTMENTS  
PREMIUM IS DUE UPON DELIVERY OR DATE OF POLICY

PAY THIS AMOUNT  
\$12,430.00

CREDIT DUE YOU

⊥

Return address (NOT remittance address):  
**Great Plains One-Call Services Inc.**  
 4141 N 156 St  
 Omaha, NE 68116



**BILL TO:**

**SID 158 SARPY COUNTY**

**RON W HUNTER**

**11605 ARBOR ST  
 SUITE 104  
 OMAHA**

**NE 68144**

**INVOICE DATE: 8/1/2011**

**FOR MONTH BEGINNING: 7/1/2011**

**INVOICE#: 711SD158**

**PO#:**

(Fold line)

<i>SID158SPI</i>	Ticket Type	Quantity	Amount	Total
	Meet Requested	2	\$1.72	\$3.44
	Locate Request	36	\$1.72	\$61.92
	Emergency Locate	1	\$2.55	\$2.55
	<b>Terminal Total</b>	<b>39</b>		<b>\$67.91</b>

**Member Billing Subtotal:** 39 \$67.91

**Nebraska One Call Board Surcharge (.04 per ticket):** \$1.56

**Total Current Invoice Amount: \$69.47**

**Previous Balance: \$222.99**

**TOTAL BALANCE DUE: \$292.46**

(Amounts in ( ) are credit amounts)

Any Total Balance Due less than \$25.00 may be paid quarterly. Quarter ends last day of March, June, September, and December.

<b>Terms: Net 30 days</b>	<b>Over 30 Day</b>	<b>Over 60 Day</b>	<b>Over 90 Day</b>	<b>Over 120 Day</b>
	\$137.28	\$70.40	\$0.00	\$15.31

For billing questions please contact: JILL GEYER Email: jill.geyer@cusinc.com Phone: 402-738 2170

<b>Make checks payable to: Great Plains One Call Services, Inc.</b>	
<b>**IMPORTANT** SEND ALL PAYMENTS TO: P.O. Box 102721 Atlanta GA 30368-2721</b>	
<b>From: SID 158 SARPY COUNTY</b>	<b>Invoice Number</b> <input type="text"/>
<b>Invoice: 711SD158</b>	<b>Amount due: \$292.46</b> <b>Amount Enclosed</b> <input type="text"/>
<b>Code: SD158</b>	
<b>Please return this portion of the bill with your remittance to the address indicated in this box.. Thank You.</b>	



Thompson, Dreesen & Darner, Inc.  
 Consulting Engineers & Land Surveyors  
 10836 Old Mill Road  
 Omaha, NE 68154  
 Office: 402.330.8860 Fax: 402-330-5866  
 www.td2co.com

**INVOICE**

SID #158 (TIBURON) SCN  
 RON HUNTER  
 11605 ARBOR STREET SUITE 104  
 OMAHA, NE 68144

Invoice number **TBD**  
 Date **08/09/2011**

Project **1592-103 MISCELLANEOUS SERVICES,  
 2010- CURRENT - NEW (1592-103)**

Professional Services from July 4, 2011 through July 31, 2011

Description	Current Billed
Engineering Services	747.56
<b>Total</b>	<b>747.56</b>

Invoice total 747.56

Sanitary Sewer Maintenance	\$127.56
SID Board Meeting	\$210.00
Utility Relocates Lot 98-100	\$200.00
Replatting Lots 98-100	\$210.00

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



Thompson, Dressen & Domer, Inc.  
Consulting Engineers & Land Surveyors  
10836 Old Mill Road  
Omaha, NE 68154  
Office: 402.330.8860 Fax: 402-330-5866  
www.td2co.com

**INVOICE**

SID #158 (TIBURON) SCN  
RON HUNTER  
11605 ARBOR STREET SUITE 104  
OMAHA, NE 68144

Invoice number 91475  
Date 08/08/2011  
Project 1592-105 178TH STREET PARK - NEW

Professional Services from June 9, 2011 through August 07, 2011

Description	Current Billed
Engineering Services	423.38
<b>Total</b>	<b>423.38</b>

Invoice total 423.38

*Project Management* \$ 52.50  
*Contract Administration* \$370.88  
*Final Inspection and Pay Recommendation*

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



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Consulting Engineers & Land Surveyors  
10836 Old Mill Road  
Omaha, NE 68154  
Office: 402.330.8860 Fax: 402-330-5866  
www.td2co.com

INVOICE

SID #158 (TIBURON) SCN  
RON HUNTER  
11605 ARBOR STREET SUITE 104  
OMAHA, NE 68144

Invoice number 91476  
Date 08/08/2011

Project 1592-106 CORNHUSKER ROAD  
SHOULDER - NEW

Professional Services from June 13, 2011 through August 07, 2011

Description	Current Billed
Engineering Services	4,752.31
<b>Total</b>	<b>4,752.31</b>

Invoice total 4,752.31

Construction Observation 4,053.05  
Project Management 699.26  
Final Inspection, Pay Recommendation

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



Thompson, Dreesen & Dotner, Inc.  
Consulting Engineers & Land Surveyors  
10835 Old Mill Road  
Omaha, NE 68154  
Office: 402.330.8860 Fax: 402-330-5865  
www.td2co.com

INVOICE

SID #158 (TIBURON) SCN  
11605 ARBOR STREET SUITE 104  
OMAHA, NE 68144

Invoice number 91474  
Date 08/08/2011

Project 1592-900 ONE CALL MEMBER  
AGREEMENT - NEW 1592-900

Professional Services from July 1, 2011 through July 31, 2011

Description	Current Billed
ONE CALL MEMBER AGREEMENT	1,044.50
Total	1,044.50

Invoice total 1,044.50

40 - One Call Responses for Month of July, 2011 \$1,000.00

Locate Water Line \$44.50

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

**PAYMENT RECOMMENDATION No. 1 ON CONTACT FOR: 176TH STREET SPEED TABLES  
AND CORNHUSKER ROAD SHOULDER IMPROVEMENTS**

**OWNER: Sanitary and Improvement District No. 158  
of Sarpy County, Nebraska**  
c/o Ronald W. Hunter, Attorney  
11605 Arbor Street, Suite 104  
Omaha, NE 68144

**CONTRACTOR: U.S. Asphalt Co.**  
14012 Giles road  
Omaha, NE 68138

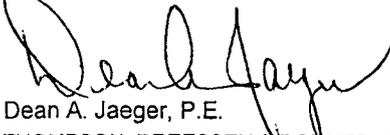
ORIGINAL CONTRACT AMOUNT: \$ 63,937.00

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATION: \$ -

Item	Description	In Place Quantities	Unit Price	Amount Due
1	Sawcut and Remove PCC Pavement	130.00 S.Y.	\$ 14.20	\$ 1,846.00
2	Speed Table, in place	2.00 EA.	\$ 7,054.00	\$ 14,108.00
3	Sodding, in place	S.Y.	\$ 7.00	\$ -
4	Sawcut ACC Pavement	3,795.00 L.F.	\$ 3.15	\$ 11,954.25
5	Common Earth Excavation	638.00 C.Y.	\$ 6.00	\$ 3,828.00
6	7" Uniform Thickness PCC Shoulder, in place	1,776.00 S.Y.	\$ 33.90	\$ 60,206.40
7	7" Uniform Thickness PCC Well No. 1 Driveway, in place	139.00 S.Y.	\$ 61.10	\$ 8,492.90
8	Well Site 1 Demolition	1.00 Job	\$ 1,879.00	\$ 1,879.00
<b>SUBTOTAL</b>				<b>102,314.55</b>
<b>Additions:</b>				
A1	Remove and Replace Sidewalk	157.00 S.F.	\$8.00	\$ 1,256.00
A2	Hazeltine Avenue Manhole Repair	1.00 EA.	\$400.00	\$ 400.00
A3	Hazeltine Avenue Remove and Replace Pavement	57.00 S.Y.	\$50.00	\$ 2,850.00
A4	Hazeltine Avenue Temporary Barricades	1.00 LS	\$100.00	\$ 100.00
<b>Total Additions</b>				<b>\$ 4,606.00</b>
<b>TOTAL</b>				<b>\$ 106,920.55</b>
Less 5% Retainage				
Less Previous Payments				\$ 5,346.03
<b>AMOUNT DUE CONTRACTOR</b>				<b>\$ 101,574.52</b>

We recommend that payment in the amount of \$ 101,574.52 be made to U.S. Asphalt Co.

Respectfully submitted,

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

CER/bam

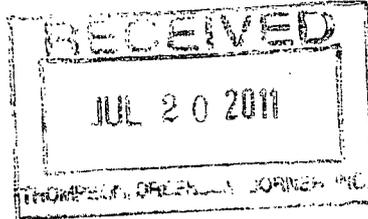
cc: U.S. Asphalt Co.



**UTILITIES SERVICE GROUP**  
**SEWER CLEANING • SEWER TELEVISION**  
 Vacuum Trucks • Jet Trucks • Municipal & Industrial  
 2623 Center Street Omaha, NE 68105  
**OFFICE PHONE: (402) 342-3626**  
**FAX: (402) 342-7328**

# Invoice

Date                      Invoice #  
 5/26/2011                      8996



Bill To  
 SID 158 Sarpy County  
 c/o Thompson, Dreessen & Dorner  
 10836 Old Mill Road  
 Omaha, NE 68154  
 Attn: Charlie Riggs, P.E.

P.O. No.                      Terms                      Project  
    Net 30                      SID 158 Sarpy Cou...

Quantity	Description	Rate	Amount
	Reference: Tiburon - TD2 File No. 1592-103.28 Location: Sarpy County, Nebraska  3-10-11 thru 5-10-11 Clean sanitary sewer lines and lift stations per proposal submitted on January 4, 2011  CLEAN SEWER AND LIFT STATIONS AS AGREED	9,971.40	9,971.40

<b>Subtotal</b>	\$9,971.40
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$9,971.40



# UTILITIES SERVICE GROUP

SEWER CLEANING • SEWER TELEVISION

Vacuum Trucks • Jet Trucks • Municipal & Industrial JUL 11 2011

2623 Center Street Omaha, NE 68105

OFFICE PHONE: (402) 342-3626

FAX: (402) 342-7328

## Invoice

Date	Invoice #
7/7/2011	9077

**Bill To**

SID 158 Sarpy County  
c/o Thompson, Dreessen & Dorner  
10836 Old Mill Road  
Omaha, NE 68154  
Attn: Charlie Riggs. P.E.

P.O. No.	Terms	Project
	Net 30	SID 158 Sarpy Cou...

Quantity	Description	Rate	Amount
	Reference: Tiburon Location: Sarpy County, NE - 1 block east of 180th on Cornhusker		
	6-30-11 Clean manhole and jet line as directed		
2	CAMEL (per hour)	225.00	450.00

<b>Subtotal</b>	\$450.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$450.00

**RONALD W. HUNTER**

Attorney at Law

11605 Arbor Street, Suite 104

Omaha, NE 68144

e-mail: [rwhre@hunterlaw.omhcoxmail.com](mailto:rwhre@hunterlaw.omhcoxmail.com)

Telephone: (402) 397-6965

Fax: (402) 397-0607

August 9, 2011

Sanitary and Improvement District No. 158  
c/o 11605 Arbor Street, Suite 104  
Omaha, NE 68144

Re: Sanitary and Improvement District No. 158

=====

For legal services performed re: general services from 07-12-11  
through 08-09-11.

(See Attached Schedule of Services)

64.20 hours x \$150.00 per hour = \$9,630.00

TOTAL AMOUNT DUE \$9,630.00

## SCHEDULE OF SERVICES FOR SID 158

- 07/12/11 Studied letter from Sarpy County about new rate being charged for MUD sewer. Lengthy telephone call to Mark Wayne, Sarpy County Administrator. **0.50**
- 07/13/11 Call to Dean Jaeger about the dedication of the streets to the public issue. Worked on the platting problem. Prepared for and attended Board of Trustees meeting. **5.00**
- 07/14/11 Studied the revised plat prepared by Dean Jaeger with the plats and replats added to the original 1973 plat. Call to Dean Jaeger. Call from Mark Wayne. Memorandum to the Trustees and Dean Jaeger regarding the proposed sewer charge by Omaha. Call to Mark Wayne. **4.10**
- 07/19/11 Attended public hearing at the Sarpy County Board of Commissioners. Studied the rate study. **2.00**
- 07/20/11 Studied the rate study and made phone calls. Wrote a Memorandum to the Trustees. **4.00**
- 07/21/11 Telephone conversation with Rich Harman about SID 158 having a bond issue, including a refunding bond issue, and more funds in the bond fund. Spent most of the day working on the platting problems of SID 158. Call to Dean Jaeger. Tried to call Sarpy County regarding platting process. Call to Dan Martz to get a copy of Schedule B to his second title insurance policy. Search regarding Tiburon Replat VIII, 17 lots which was approved by Greta but not Sarpy County. Prepared minutes, supporting documents, and warrants of last meeting. **8.20**
- 07/25/11 Final review of minutes. Made copies and mailed to Chairman and accountant. **0.80**
- 07/26/11 Call to Bill Herr at Sarpy County Public Work whether Fairway Point 3 needed approval by the Sarpy County Board. Call to Lou about same question and necessity of dedications to the public of public streets. Call from Dan Martz. Conference with Dan Martz and went over his problem and his title insurance exception on Schedule B. Spent most of day working on the access problem. Studied the title insurance policies from two different title companies. Studied out files. **7.60**
- 07/27/11 Studied the access problem SID 158's water storage has to public street. Went through the applicable plats and files. Researched the law. **3.50**
- 07/28/11 Studied ways to solve the access problem on 172<sup>nd</sup> Circle. Researched the revival of the limited partnership. Studied the possibility of SID 158 condemning part of 172<sup>nd</sup> Circle and who the condemned parties would be. Studied the SID filing a replat and dedicating 172<sup>nd</sup> Circle to the public. **3.10**

07/30/11	Set up next meeting of the Board of Trustees. Mailed executed warrants to payees.	<b>2.70</b>
08/01/11	Worked on the 172 <sup>nd</sup> Street problem. Two calls to Mike Smith, assistant Sarpy County Attorney and discussed the problem and possible solution. Studied §23-272 and §23-377, suburban development statutes. Printed out 38 pages of Sarpy County Subdivision Regulations and studied them.	<b>4.10</b>
08/02/11	Studied different alternatives to solve the 172 <sup>nd</sup> Street problem. Researched the regulations. Worked on a Memorandum which explained the problem.	<b>5.10</b>
08/03/11	Gathered information regarding various drawings and went over to Omaha Title and met with Sam Cooper, Jill Kussman and a third person regarding the mistake made in the platting. Call from Jill about the information found in their files. Attempted to find the ad in the Papillion Times for the meeting of the Board of Trustees. Called Omaha World Herald to publish notice in that paper. Studied the information in the files of Omaha Title which was faxed to me by Jill.	<b>4.50</b>
08/04/11	Reviewed email from Jill Kussman that Omaha Title found a second page to the plat of Fairway 3 with the approval of the Planning Commission and County Board. Call to Jill. Worked on a Memorandum to the Trustees.	<b>3.10</b>
08/08/11	Worked on Memorandum to Trustees. Telephone calls.	<b>4.50</b>
08/09/11	Prepared Agenda for next meeting.	<b><u>1.40</u></b>
	<b>Total</b>	<b><u>64.20</u></b>

**PAYMENT RECOMMENDATION NO. 3 (Final) ON CONTRACT FOR 178<sup>th</sup> STREET PARK IMPROVEMENTS, TIBURON**

Owner: Sanitary & Improvement District No. 158  
of Sarpy County, Nebraska  
c/o Mr. Ron Hunter, Attorney  
11605 Arbor Street, Suite 104  
Omaha, NE 68144

Contractor: Dostals Construction Co., Inc.  
13680 South 220<sup>th</sup> Street  
Gretna, NE 68028

ORIGINAL CONTRACT AMOUNT: \$107,860.25

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATION: \$101,142.42

Item	Description	In Place Quantities	Unit Price	Amount Due
1	Stripping (200 c.y. Moved Twice)	400 C.Y.	\$ 2.00	\$ 800.00
2	Excavation	420 C.Y.	\$ 2.50	\$ 1,050.00
3	6" PCC Pavement w/Integral Curb, in place	91 S.Y.	\$ 36.00	\$ 3,276.00
4	4" PCC Sidewalk, in place	1,630 S.F.	\$ 3.60	\$ 5,868.00
5	4" PCC Sidewalk w/ thickened edge, in place	1,435 S.F.	\$ 4.50	\$ 6,457.50
6	4" PCC Shelter and Bench Pads, in place	825 S.F.	\$ 3.60	\$ 2,970.00
7	ADA Ramp w/Detectable Warning, in place	2 EA.	\$ 150.00	\$ 300.00
8	Pavement Markings, in place	1 JOB	\$ 600.00	\$ 600.00
9	12" Storm Sewer, in place	100 L.F.	\$ 22.00	\$ 2,200.00
10	6" Perforated Drain, in place	230 L.F.	\$ 10.00	\$ 2,300.00
11	Filter Fabric, in place	475 S.Y.	\$ 2.25	\$ 1,068.75
12	Gravel Play Surface	255 TN	\$ 25.00	\$ 6,375.00
13	Center Stage Play Structure, in place	1 EA.	\$ 46,500.00	\$ 46,500.00
14	Swing Set, in place	1 EA.	\$ 2,500.00	\$ 2,500.00
15	Picnic Table, in place	2 EA.	\$ 1,250.00	\$ 2,500.00
16	Park Bench, in place	3 EA.	\$ 660.00	\$ 1,980.00
17	Trash Receptacle, in place	1 EA.	\$ 1,200.00	\$ 1,200.00
18	Perimeter Fence, in place	362 L.F.	\$ 34.50	\$ 12,489.00
19	Sodding, in place	1,700 S.Y.	\$ 2.50	\$ 4,250.00
20	1" Type K Water Service, in place	35 L.F.	\$ 50.00	\$ 1,750.00
21	Yard Hydrant, in place	1 EA.	\$ 1,000.00	\$ 1,000.00
22	Fabric Silt Fence, in place	80 L.F.	\$ 3.00	\$ 840.00
<b>SUBTOTAL</b>				<b>\$108,274.25</b>

**Additions:**

**ADDITION PER CHANGE ORDER NO. 1**

1	Lawn Irrigation System, in place	1 EA.	\$ 5,000.00	\$ 5,000.00
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**ADDITION PER CHANGE ORDER NO. 2**

1	7-Bike Rack on PCC Pad, in place	1	\$ 1,224.80	\$ 1,224.80
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**ADDITIONS REQUESTED BY BOARD OF TRUSTEES**

1	Sprinkler Zones between Sidewalk and Street		\$ 1,925.00	
2	Sod Bed Preparation between Sidewalk and Street		\$ 500.00	
3	Fence enclosure w/gate, timber border, and river rock for electrical pedestal and backflow preventer		\$ 1,787.50	

<b>TOTAL</b>				\$118,711.55
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Less 10% Retainage

Less Previous Payments

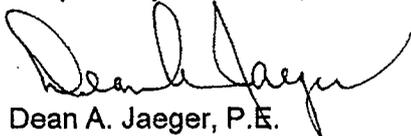
\$101,142.42

**AMOUNT DUE CONTRACTOR**

\$ 17,569.13

We recommend that payment in the amount of \$17,569.13 be made to Dostals Construction Co., Inc.

Respectfully submitted,



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

DAJ/bam

cc: Dostals Construction Co., Inc.