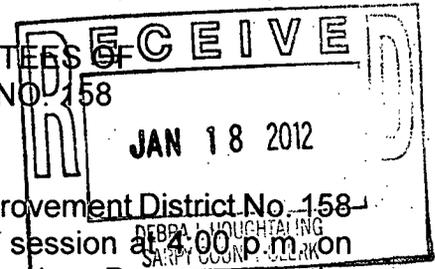


MINUTES OF MEETING OF BOARD OF TRUSTEES OF
SANITARY AND IMPROVEMENT DISTRICT NO. 158
OF SARPY COUNTY, NEBRASKA



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 December 14, 2011 at 9915 South 148th Street, Omaha, Nebraska. Present were the following Trustees: Paul R. Stoupa, David A. Christensen, Patrick S. Lichter, and Allen Marsh. Absent was the following Trustee: Larry Hammer. Present by invitation were Ronald W. Hunter, attorney for the District; Kristi Weispfenning, his assistant; Christopher Perrone, attorney representing SID 158 in a lawsuit; Dean Jaeger of Thompson, Dreessen & Dorner, Inc., engineers for the District; and Gerry Gutoski of Field R & D. Notice was given in advance thereof by publication in the Papillion Times on December 7, 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 it would be appropriate to sick to Item 4 on the Agenda which was an update from the engineers. Mr. Jaeger stated he received a call from a resident regarding a sign post was leaning at 176th Street and Riveria Drive. Mr. Jaeger stated Stanek Construction Company has repaired the sign.

The Chairman stated the next order of business was an engineer's estimate for Storm Sewer Improvements-2012 at an estimated project cost of \$117,900.00. After reviewing the drawings and documents, the Trustees agreed that this project should be split because some is new construction which could be paid out of the construction fund and some of the work is repairs which could be paid out of the general fund. After a full and complete discussion, the following Resolutions were proposed by Trustee Lichter and seconded by Trustee Christensen, to-wit:

RESOLVED, that the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska

hereby offers and proposes a Resolution of Necessity for Storm Sewer Improvements-2012 in Tiburon, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

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

BE IT FURTHER RESOLVED, that the Notice to Contractors requesting bids for Storm Sewer Improvements-2012 shall be published in the Papillion Times, Papillion, Nebraska, for three (3) consecutive weeks, on such dates and times as the attorney for the District in his sole and absolute discretion shall determine.

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

The Chairman stated the next order of business was to accept a Certificate of Completion for 176th Street Speed tables and Cornhusker Shoulder Improvements. Mr. Jaeger indicated there was still some work which has not been completed. The Trustees agreed to lay this matter over to a subsequent meeting.

The Chairman stated the next order of business was a discussion regarding Fairway Pointe 3 plat and various issues. Mr. Hunter stated there was a second page to the Fairway Point 3 plat which has the approval of the Sarpy County Planning Board and the Sarpy County Board of Commissioners. Mr. Hunter indicated he was going to file an Affidavit at the Register of Deeds Office which will show up during all title searches in order to prevent any further issues regarding this matter. Mr. Hunter also stated he was writing a letter to all property owners which have property not located within the District's boundaries requesting their approval of annexation by SID 158.

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

The Chairman stated it would be appropriate to return to the order listed on the Agenda. The next order of business was an update regarding the lawsuit filed against Mr. and Mrs. Singer. Christopher Perrone, attorney representing SID 158, stated that Mr.

Singer has withdrawn his previous settlement agreement which allowed the fence to remain intact until the end of April, 2012. Mr. Perrone also stated he received a Defendants First Set Of Requests for Production Of Documents from the attorney representing Mr. and Mrs. Singer. After a full and complete discussion, the following Resolutions were proposed by Trustee Lichter and seconded by Trustee Christensen, to-wit:

RESOLVED, that the Complaint filed by SID 158 should be amended to include Allen Marsh as a Plaintiff to the lawsuit.

RESOLVED FURTHER, that Allen Marsh and Pat Lichter shall respond to the Defendants First Set Of Requests for Production Of Documents and Mr. Hunter shall provide copies of correspondence and minutes with reference to the lawsuit.

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

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

The Chairman stated the next order of business was an update from Gerry Gutoski. Mr. Gutoski stated that Kum & Go has installed a reverse osmosis device on its water system and accidentally reversed the water meter. Mr. Gutoski stated he would bill Kum & Go for the same water usage as the prior month. Mr. Gutoski also stated the strip mall has agreed to install water meters which can be remote read. Mr. Gutoski reported there were several areas throughout the District which had manhole issues during the last month.

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

The Chairman stated the next order of business was a discussion regarding property owner questions or concerns. Trustee Stoupa stated there is still speeding on 176th Street and Colonial Drive.

The Chairman stated the next order of business was a discussion regarding increasing the water rate charged to SID 192. The Chairman stated a meeting with members of SID 192 still needs to be scheduled. Trustee Stoupa requested Ms. Weispfenning to review the data to determine the exact cost to SID 158 for producing water. Ms. Weispfenning stated she would provide this information to the Trustees prior to the next meeting.

The Chairman stated the next order of business was a discussion regarding traffic calming devices. Trustee Stoupa indicated he is still conducting research on various models and will report at a subsequent meeting.

The Chairman stated the next order of business was to adopt a resolution establishing written procedures relating to post-issuance compliance for outstanding bonds and/or warrants. After a full and complete discussion, the following Resolution was proposed by Trustee Stoupa and seconded by Trustee Lichter, to-wit:

BE IT RESOLVED, that the Board of Trustees of Sanitary and Improvement District No. 192 of Sarpy County ("The District") adopts the following:

Section 1: The Board of Trustees of the District hereby finds and determines:

(a) that the District was duly formed and remains in existence pursuant to the Constitution and applicable laws of the State of Nebraska;

(b) that the District has heretofore issued and there are now outstanding bonds and/or warrants of the District (collectively, the "Outstanding Tax-Exempt Obligation"); and

(c) that it is necessary and advisable for the District to adopt certain procedures to promote compliance with certain federal tax and securities laws relating to the Outstanding Tax-Exempt Obligation.

Section 2: Now, therefore, be it resolved that the policy and procedures attached hereto as Exhibit "A" are hereby adopted by the Board of Trustees of the District in all respects.

Section 3: This Resolution shall be in full force and effect, immediately upon its adoption by the Board of Trustees.

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

The Chairman stated the next order of business was for the Clerk to sign the End of Year Statement. This was accomplished.

The following are reporting items for the Trustees information and required no action: a letter, dated November 23, 2011, to Rich James depositing \$300.68 in the in the Service Fee Fund from Tiburon Village Small Shops; a letter, dated December 2, 2011, to Rich James depositing \$26,480.89 in the Construction Fund and depositing \$2,519.11 in the General Fund from the proceeds from the sale of Lot 384; a letter, dated December 2, 2011, to Rich James depositing \$39,000.00 in the General Fund of the District for the

proceeds from the sale of a lot; a letter, dated December 12, 2011, to Rich James depositing \$188.83 in the General Fund of the District for proceeds from the sale of Lot 56; Certificate To County Treasurer And Request For Funds Of The Sanitary And Improvement District No. 158 Of Sarpy County, Nebraska General Obligation Bonds, Series 2009B; and general ledger balances from Sarpy County Treasurer for November, 2011.

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 Christensen and seconded by Trustee Stoupa, 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. 5702 through 5724 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 December 14, 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. 5702 in the amount of \$22.18 made payable to BLACK HILLS ENERGY, per Account No. 0867 6626 56, dated 11/29/11, attached.

WARRANT NO. 5703 in the amount of \$220.32 made payable to BLACK HILLS ENERGY, per Account No. 3340 6759 18, dated 11/29/11, attached.

WARRANT NO. 5704 in the amount of \$10.73 made payable to WORLD HERALD MEDIA GROUP, per Customer No. 154004, Order No. 0001454975-01, attached.

WARRANT NO. 5705 in the amount of \$318.24 made payable to O.P.P.D., per Account No. 2097155308, dated 11/08/11, attached.

WARRANT NO. 5706 in the amount of \$5,000.00 and WARRANT NO. 5707 in the

amount of \$845.42 for a total of \$5,845.42 made payable to O.P.P.D., per Account No. 9063100050, dated 11/08/11, attached.

WARRANT NO. 5708 in the amount of \$5,000.00 and WARRANT NO. 5709 in the amount of \$1,510.80 for a total of \$6,510.80 made payable to FIELD R & D, per Invoice No. 100259, attached.

WARRANT NO. 5710 in the amount of \$4,972.16 made payable to PAPILLION SANITATION, per Invoice No. 2323064, attached.

WARRANT NO. 5711 in the amount of \$20.00 made payable to NEBRASKA PUBLIC HEALTH ENVIRONMENTAL LABORATORY, per Invoice No. 420906, attached.

WARRANT NO. 5712 in the amount of \$2,581.80 made payable to THOMPSON, DREESSEN & DORNER, INC., per Project No. 1592-103, Invoice No. 92780, Project No. 1592-105, Invoice No. 92781, and Project No. 1592-900, Invoice No. 92782, attached.

WARRANT NO. 5713 in the amount of \$85.00 made payable to STANEK CONSTRUCTION COMPANY, per Invoice No. 11-123, attached.

WARRANT NO. 5714 in the amount of \$126.00 made payable to SWIFT GREEN LAWN CARE, per Statement dated 10/31/11, attached.

WARRANT NO. 5715 and WARRANT NO. 5716 in the amounts of \$ \$5,000.00 each and WARRANT NO. 5717 in the amount of \$2,022.73 for a total of \$12,022.73 made payable to CITY OF OMAHA, per Invoice No. 78789, attached.

WARRANT NO. 5718 in the amount of \$128.48 made payable to GREAT PLAINS ONE-CALL SERVICES, INC., per Invoice Nos. 1011SD158

and 1111SD158, attached.

WARRANT NO. 5719 in the amount of \$1,329.75 made payable to C & C CUSTOM CUTTING, LLC, per Invoice No. 541, attached.

WARRANT NO. 5720 in the amount of \$650.00 made payable to HOMETOWN ROOFING, INC., per Job No. 11-378, dated 11/21/11, attached.

WARRANT NO. 5721 in the amount of \$80.00 made payable to MILLARD SPRINKLER, per Invoice No. QX52984, attached.

WARRANT NO. 5722 in the amount of \$5,000.00 and WARRANT NO. 5723 in the amount of \$346.03 for a total of \$5,346.03 made payable to U.S. ASPHALT CO., per Pay Estimate No. 2 and Final 176th Street Speed Tables and Cornhusker Road, attached.

WARRANT NO. 5724 in the amount of \$4,845.00 made payable to RONALD W. HUNTER, per Statement dated 12/13/11, 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. 5725 through Warrant No. 5726 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 December 14, 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 NO. 5725 in the amount of \$250.00 made payable to GREAT WESTERN BANK, per Statement dated 11/18/11, attached.

WARRANT NO. 5726 in the amount of \$12.50

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 benefitted 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 © 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 Lichter, Stoupa, Christensen, and Marsh. Voting "nay" thereon were the following: None. The Chairman then declared that said Resolutions were duly carried and adopted.

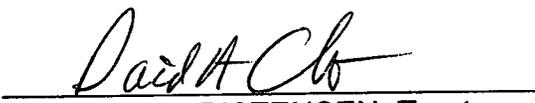
There being no further business to come before the meeting, the same was thereupon adjourned.



ALLEN J. MARSH, Chairman



PATRICK S. LICHTER, Clerk



DAVID A. CHRISTENSEN, Trustee

ABSENT _____
LARRY HAMMER, Trustee

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 December 14, 2011 at 9915 South 148th Street, Omaha, Nebraska.

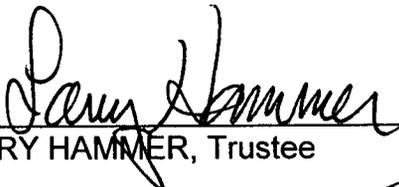
DATED this 14th day of December, 2011.



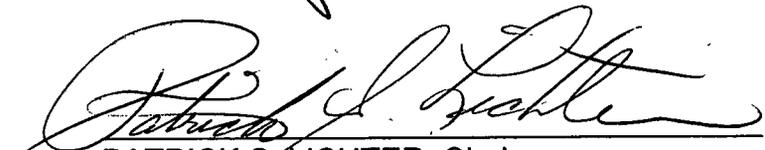
ALLEN J. MARSH, Chairman



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 14th day of December, 2011.


Chairman


Clerk

AFFIDAVIT OF PUBLICATION

STATE OF NEBRASKA }
 } SS.
County of Sarpy }

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

Wednesday, December 7, 2011 Papillion Times

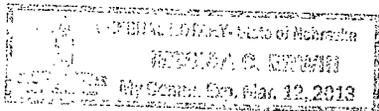
And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.

Shon Barenklau OR Kirk Hoffman
Publisher Business Manager

Today's Date 12-06-2011

Signed in my presence and sworn to before me:

Notary Public



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, December 14, 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
1454975-1277

Printer's Fee \$ 10.73
Customer Number: 154004
Order Number: 0001454975

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
Larry Hammer, Trustee
David A. Christensen, Trustee
Paul Stoupa, Trustee

Held at 4:00 p.m. on December 14, 2011 at 9915 South 148th Street, Omaha, Nebraska.

1. Call meeting to order and roll call.
2. The Chairman to state to all in attendance that a current copy of the Nebraska Open Meetings Act is available for review and indicate the location of such copy in the room where the meeting is being held.
3. Update regarding Singer lawsuit.
4. Update from the engineers.
5. Engineer's estimate for Storm Sewer Improvements-2012 at an estimated project cost of \$117,900.00.
6. Certificate of Completion for 176th Street Speed Tables and Cornhusker Shoulder Improvements.
7. Discussion regarding Fairway Pointe 3 plat and various other plat issues.
8. Update from Gerry Gutoski.
9. Property owner questions or concerns.
10. Discussion regarding increasing water rate charged to SID 192.
11. Discussion regarding traffic calming devices.
12. Adopt a resolution establishing written procedures relating to post-issuance compliance for outstanding bonds and/or warrants.
13. Clerk to sign End of Year Statement.
14. The following are reporting items for the Trustees information and required no action: a letter, dated November 23, 2011, to Rich James depositing \$300.68 in the

in the Service Fee Fund from Tiburon Village Small Shops; a letter, dated December 2, 2011, to Rich James depositing \$26,480.89 in the Construction Fund and depositing \$2,519.11 in the General Fund from the proceeds from the sale of Lot 384; a letter, dated December 2, 2011, to Rich James depositing \$39,000.00 in the General Fund of the District for the proceeds from the sale of a lot; a letter, dated December 12, 2011, to Rich James depositing \$188.83 in the General Fund of the District for proceeds from the sale of Lot 56; Certificate To County Treasurer And Request For Funds Of The Sanitary And Improvement District No. 158 Of Sarpy County, Nebraska General Obligation Bonds, Series 2009B; and general ledger balances from Sarpy County Treasurer for November, 2011.

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

A.	Black Hills Energy Account No. 0867 6626 56 dated 11/29/11		22.18
B.	Black Hills Energy Account No. 3340 6759 18 dated 11/29/11		220.32
C.	World Herald Media Group Customer No. 154004 Order No. 0001454975-01		10.73
D.	O.P.P.D. Account No. 2097155308 Dated 11/08/11		318.24
E.	O.P.P.D. Account No. 9063100050 dated 11/08/11		5,845.42
F.	Field R & D Invoice No. 100259		6,510.80
G.	Papillion Sanitation Invoice No. 2323064		4,972.16
H.	Nebraska Public Health Environmental Laboratory Invoice No. 420906		20.00
I.	Thompson, Dreessen & Dorner, Inc. Project No. 1592-103, Invoice No. 92780 Project No. 1592-105, Invoice No. 92781 Project No. 1592-900, Invoice No. 92782	649.20 692.10 <u>1,240.50</u>	2,581.80

J.	Stanek Construction Company Invoice No. 11-123		85.00
K.	Swift Green Lawn Care Statement dated 10/31/11		126.00
L.	City of Omaha Invoice No. 78789		12,022.73
M.	Great Plains One-Call Service, Inc. Invoice No. 1011SD158	93.28	
	Invoice No. 1111SD158	<u>35.20</u>	128.48
N.	C & C Custom Cutting, LLC Invoice No. 541		1,329.75
O.	Hometown Roofing, Inc. Job No. 11-378, dated 11/21/11		650.00
P.	Millard Sprinkler Invoice No. QX52984		80.00
Q.	U.S. Asphalt Co. Pay Estimate No. 2 and Final 176 th Street Speed Tables and Cornhusker Road		5,346.03
R.	Ronald W. Hunter Statement dated 12/13/11		4,845.00
S.	Great Western Bank Statement dated 11/18/11	*	250.00
T.	Ameritas Investment Corp. 5% Fee Agreement	*	12.50

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 Weisfenning

From: "Chris Perrone" <chris@perrone-law.com>
Date: Monday, December 12, 2011 5:42 PM
To: "Allen Marsh" <aj.marsh@cox.net>; "Dave Christensen" <dchristensen@mcrlawyers.com>; "Larry Hammer" <lhammer17@cox.net>; "Pat Lichter" <patlichter@cox.net>; "Paul Stoupa" <prstoupa@hotmail.com>
Cc: "Ronald W Hunter" <rwhre@hunterlaw.omhcoxmail.com>
Attach: SID RFPOD.pdf; SID Interrogatories.pdf; Lichter RFPOD.pdf; Lichter Interrogatories.pdf
Subject: RE: Tad Singer fence
SID 158 Board Members,

Please advise if anyone has a new e-mail address and I will add it to my list for any future correspondence.

I revised the settlement agreement to allow the Singers until the end of April to bring the fence into compliance with the covenants as requested after he backed out of the original agreement. The Singers have now decided they not sign the agreement which they initiated. They have decided to proceed to defend themselves against the lawsuit. I should not be surprised as they have clearly failed to keep their word on more than one occasion since I got involved and more times with all of you. I will tell you, I have never received a proposal from the opposition, told them of our agreement with the proposal and then find out three weeks later that the people making the proposal (the Singers in this case) are not now in agreement with it. I have had people revoke offers before they are accepted, but never after accepted, and for absolutely no reason.

Regardless, we will need to proceed with the lawsuit. The Singers, through their lawyer, has just sent discovery to the SID and to Pat Lichter personally as these are the Plaintiff's to the case. I have attached the discovery and I am more than willing to come to a Board meeting to discuss. I can also meet with a representative in preparing responses to the discovery requests obo the Board and Pat. We have 30 days to answer and can get more time if necessary. We have less time if we intend to object to any of the questions and I have identified the questions which I believe we should object.

I am submitting this information to you all in advance of your next Board meeting, but I may need to get some direction before you next meet and I do not know exactly what authorization was originally (or since) given to the President to address these issues. Be sure to consult with Ron regarding any possible open-meetings law issues which need to be followed as we navigate through this lawsuit. Note also that one of the Requests for Production of Documents asks for copies of the minutes wherein this topic has been discussed and who was present for the discussions. I would like to obtain copies of this minutes as well.

Please review the discovery and let me know how I should proceed with this matter.

Thanks

Christopher Perrone

Perrone Law

955 N. Adams St., Suite #1

Papillion, Nebraska 68046

402-614-4060 (office)

402-614-4080 (fax)

Representation You Deserve!

This e-mail and any files transmitted with or attached to it are confidential and are solely for the use of the individual intended for its receipt. It may contain material that is legally privileged, and it may be subject to protection under both federal or state law. If you are not the intended recipient, you are notified that any use or distribution of this material is strictly prohibited. If you received this transmission in error, please contact the sender immediately by replying to this e-mail and delete the material from your system thereafter. The unauthorized disclosure or use of confidential or privileged information inadvertently transmitted to you may result in criminal and/or civil liability. Thank you for your concern and respect in protecting privileged communications.

From: Allen Marsh [mailto:aj.marsh@cox.net]

Sent: Thursday, November 10, 2011 8:10 PM

To: Chris Perrone

Cc: 'Dave Christensen'; 'Larry Hammer'; 'Pat Lichter'; 'Paul Stoupa'; 'Ronald W Hunter'

Subject: FW: Tad Singer fence

Chris,

I think that section 7 only addresses the 25' item of the covenants.

If, I remember correctly, the fence cannot be located forward of the back corners of the house.

When dealing with Mr. Sanger, you need to be very careful that everything is spelled out, but I think that you know that from the dealings to this point.

Section 11 may need a clause "so long as all terms of the agreement are fulfilled.

Otherwise, the agreement is OK.

By the way, Sanger's do not have a For Sale sign in their yard.

The SID Board did act on the current agreement and approved , in general

If it makes any difference, I think that I signed for SID 158 on the law suit and Pat signed as a resident.

Maybe I should sign as Chairman for the SID.

Allen Marsh

Chairman SID 158

From: Chris Perrone [mailto:chris@perrone-law.com]
Sent: Thursday, November 10, 2011 12:05 PM
To: 'Pat Lichter'
Cc: 'Allen Marsh'; prstoupa@hotmail.com; lhammer17@cox.net; dchristensen@mclawyers.com; 'Kristi Weispenning'
Subject: RE: Tad Singer fence

Here is the attached proposed (revised) draft agreement I mentioned in the letter I sent you all yesterday.

Thanks

Christopher Perrone

Perrone Law
955 N. Adams St., Suite #1
Papillion, Nebraska 68046
402-614-4060 (office)
402-614-4080 (fax)
Representation You Deserve!

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From: Chris Perrone [mailto:chris@perrone-law.com]
Sent: Wednesday, November 09, 2011 3:56 PM
To: 'Pat Lichter'
Cc: 'Allen Marsh'; 'prstoupa@hotmail.com'; 'lhammer17@cox.net'; 'dchristensen@mclawyers.com'; 'Kristi Weispenning'
Subject: RE: Tad Singer fence

See attached memo

Christopher Perrone

Perrone Law

955 N. Adams St., Suite #1
Papillion, Nebraska 68046
402-614-4060 (office)
402-614-4080 (fax)
Representation You Deserve!

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From: Pat Lichter [mailto:patlichter@cox.net]
Sent: Tuesday, September 27, 2011 10:42 AM
To: 'Chris Perrone'
Cc: 'Allen Marsh'; prstoupa@hotmail.com; lhammer17@cox.net; dchristensen@mclawyers.com; 'Kristi Weispenning'
Subject: Tad Singer fence

Chris,

Can you give us an update on the status of them removing the fence by a certain time frame. That is what we asked for when they informed us that they were going to change it when they sold their house. I think that November 1, 2011 should be the drop dead time frame on the fence, else we push for a court date because in my professional opinion, I don't think they will ever sell that property for anywhere close to asking price.

IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA

SANITARY AND IMPROVEMENT
DISTRICT # 158 and PAT LICHTER,

Plaintiffs,

Case No. CI 10-2410

v.

TAD A. SINGER and MELISSA D.
SINGER,

DEFENDANTS FIRST SET OF
REQUESTS FOR PRODUCTION OF
DOCUMENTS

Defendants.

TO: SANITARY AND IMPROVEMENT DISTRICT #158, and its counsel,
CHRISTOPHER PERRONE

You are hereby requested pursuant to Rule 34 of the Nebraska Discovery Rules for Civil Cases to produce the documents hereinafter set forth within thirty (30) days from the date of service. The documents are to be delivered to Steven D. Davidson at the offices of BAIRD HOLM LLP, 1500 Woodmen Tower, 1700 Farnam Street, Omaha, Nebraska 68102-2068. The documents should be produced as they are kept in the ordinary course of your business, in the file folders or other record keeping system regularly used by you.

This request covers all documents in the possession, custody or control of you or your employees, consultants, representatives, accountants, agents and attorneys, or which are subject to their custody or control regardless of the present location of the documents. The definitions listed in Defendants' First Set of Interrogatories and served contemporaneously with this request are incorporated by reference herein.

REQUEST FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1: Provide all documents in your possession, custody, or control

which relate to the subject matter of this lawsuit.

RESPONSE:

REQUEST NO. 2: Provide all documents in your possession, custody, or control which you utilized or identified in answering Defendants' First Set of Interrogatories to Plaintiffs served contemporaneously herewith.

RESPONSE:

REQUEST NO. 3: Without waiving privilege, please provide all correspondence or communications with Plaintiff Pat Lichter and any third parties concerning the matters at issue herein.

RESPONSE:

REQUEST NO. 4: Provide all documents in your possession, custody, or control which you plan to introduce or utilize at trial in this matter.

RESPONSE:

REQUEST NO. 5: Provide all documentation of any and all communications between you and either or both Defendants regarding the incidents at issue in this litigation.

RESPONSE:

REQUEST NO. 6: Provide a copy of any files and documents you have relating to the incidents complained of in the Complaint, including, without limitation, reports, complaints by other residents, interviews, correspondence, etc.

RESPONSE:

REQUEST NO. 7: Produce true and accurate copies of any photographs, films, videotapes, DVRs, DVDs and/or other media taken of or relating to the matters at issue in this litigation.

RESPONSE:

REQUEST NO. 8: Produce true and accurate copies of all diagrams, maps, drawings, or illustrations related in any way to the matters at issue in this lawsuit, including, without limitation, diagrams, maps, drawings, or illustrations of Defendant's lot, and the subdivision as a whole.

RESPONSE:

REQUEST NO. 9: Please provide any and all documents you received as a result of the complaint and alleged violation of the Covenants which is the subject of this lawsuit.

RESPONSE:

REQUEST NO. 10: Produce true and accurate copies of any documents you received or created in connection with any prior attempt to enforce the Covenants at issue in this action.

RESPONSE:

REQUEST NO. 11: Produce true and accurate copies of all files you maintain regarding alleged violations of the Covenants at issue in this action.

RESPONSE:

REQUEST NO. 12: Produce true and accurate copies of all documents relating to any fence constructed on a lot subject to the Covenants.

RESPONSE:

REQUEST NO. 13: Produce all demands alleging a violation of any Covenant at issue in this action.

RESPONSE:

REQUEST NO. 14: Produce all documents that relate to any settlement or agreement involving an alleged violation of a Covenant that is the subject of this action.

RESPONSE:

REQUEST NO. 15: Produce all pleadings filed in any legal action relating to the enforcement of a Covenant that is the subject of this action.

RESPONSE:

REQUEST NO. 16: Produce all documents relating to any approval of any fence on property subject to the Covenants.

RESPONSE:

REQUEST NO. 17: Produce all minutes of meetings at which the alleged Covenant violations at issue in this action are referenced, including any minutes authorizing the filing of this action, or the payment of attorney fees incurred in connection with this action.

RESPONSE: objection, public record

Dated this 8th day of December, 2011.

TAD A. SINGER and MELISSA D. SINGER,
Defendants.

By: 

Steven D. Davidson (#18684)
of BAIRD HOLM LLP
1500 Woodmen Tower
Omaha, Nebraska 68102-2068
402-344-0500
sdavidson@bairdholm.com

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing was sent by United States mail, first-class postage prepaid, on this 8th day of December, 2011, to the following:

Christopher Perrone
PERRONE LAW
955 North Adams Street, Suite 1
Papillion, NE 68046

DOCS/1069877.1



IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA

SANITARY AND IMPROVEMENT
DISTRICT # 158 and PAT LICHTER,

Case No. CI 10-2410

Plaintiffs,

v.

DEFENDANTS FIRST SET OF
INTERROGATORIES

TAD A. SINGER and MELISSA D.
SINGER,

Defendants.

TO: SANITARY AND IMPROVEMENT DISTRICT #158, and its counsel,
CHRISTOPHER PERRONE

You are hereby notified to answer separately, in writing and under oath, pursuant to § 6-333 of the Nebraska Rules of Discovery, within thirty (30) days of the date of service hereof, the following Interrogatories.

The Interrogatories shall be answered separately and fully, in writing and under oath, and shall contain your complete knowledge, including that which is available to you personally or through your agents or attorney.

These Interrogatories shall be deemed continuing, and should you or your attorney discover any additional information as to the matters inquired of in these Interrogatories between the time Answers are made and the time of trial which require supplementation of these Answers pursuant to § 6-326(e) of the Nebraska Rules of Discovery, supplemental or amended Answers should be filed advising the attorneys for Defendants Tad and Melissa Singer of the newly discovered information as far in advance of trial as possible.

If in response to any of the Interrogatories below, you object in lieu of answer,

please state with specificity your reasons for the objection, including the legal or factual grounds upon which the objection is based. If you have objected on the ground of privilege, please specify the privilege claimed.

DEFINITIONS

1. As used herein, the terms "Plaintiff," "you," "your" and "SID #158" shall embrace and include the Plaintiff, Sanitary and Improvement District # 158, and all agents, servants, employees, representatives and others who have obtained information for, on behalf of, or have acted for, or on behalf of the Plaintiff, Sanitary and Improvement District # 158.

2. As used herein, the term "person" shall embrace and include, without limitation, all natural persons, corporations, trusts, partnerships, entities and associations.

3. As used herein, the term "document" shall embrace and include, without limitation, all hand written, typed, printed, computer generated, photostatted or other mechanically reproduced matters, including all originals, drafts, duplicates, carbon copies or other copies thereof, in the possession, custody, or control of you or your counsel. "Document" shall include, without limiting the generality of this definition:

- a. All letters, correspondence, facsimile transmissions, telegram, telexes, e-mails, memoranda, notes, reports, paraphrases and/or statements including those stored on or communicated through electronic media;
- b. Work papers, computations, tabulations, charts, spreadsheets;
- c. Records of telephone calls, records of meetings, recordings;
- d. Minutes, calendar and/or diary entry;
- e. Agreements with third parties, agreements among or between the

parties, contracts;

- f. Financial books, financial statements, promissory notes, tax returns, worksheets, spreadsheets;
- g. Records, invoices, bills of lading, ledger cards, tax statements, cancelled checks;
- h. Photostats, microfilms, microfiches, photographs, slides, films, videotapes; and
- i. Other such items possessed by you or any other persons or entities so long as these items are within your custody and control.

4. As used herein, the term "identify" when used in conjunction with the term "person", shall embrace and include full names, residence and business addresses, residence and business telephone numbers, titles, and places of employment.

5. As used herein, the term "identify" when used in conjunction with the term "document" shall embrace and include, without limitation, the title or description of the item and the name, residence and business telephone numbers, titles and places of employment of the person or persons who have possession, custody, or control of the item or any copy of the item. If the document is one which once existed but has since been lost or destroyed, include the date or approximate date of loss or destruction, the name and address of its last known custodian, and in the event the document was destroyed, the method and reason for its destruction.

6. As used herein, the term "subdivision" shall refer to the subdivision known as Sanitary and Improvement District # 158 and referred to in Plaintiffs' Complaint and Defendants' answer as the "Tiburon" subdivision.

7. As used herein, the term "Covenants" shall refer to the Declaration of Covenants, Conditions and Restrictions and Easements of Tiburon, a subdivision in

Sarpy County, Nebraska attached to Plaintiffs' original complaint as Exhibit A.

8. As used herein, the term "Alterations Restriction" shall refer to the restrictive covenant in Article 2, Section A in the Covenants.

9. As used herein, the term "Fence Restriction" shall refer to the restrictive covenant in Article 3, Section 4 in the Covenants.

INTERROGATORIES

INTERROGATORY NO. 1: Please state the name and telephone number of each person who prepared or assisted in the preparation of the responses to these Interrogatories.

ANSWER:

INTERROGATORY NO. 2: Please state the full name and telephone number, if any, of each person known to you who has or claims to have material knowledge, information, or evidence directly or indirectly relating to the subject matter of Plaintiffs' claims and/or defenses and Defendant's claims and/or defenses involved in this litigation. If known to you, please include a summary of the material knowledge, information, or evidence claimed by each person so identified.

ANSWER:

INTERROGATORY NO. 3: Please list each and every witness you intend to call at trial, including their name, telephone number, and subject matter on which you expect they will testify.

ANSWER:

INTERROGATORY NO. 4: Please list each exhibit you intend to offer at trial on this matter, including a description of the exhibit.

ANSWER:

INTERROGATORY NO. 5: Identify each and every document reviewed by Plaintiff in completing Plaintiff's answers to these Interrogatories. Categorize your answer by the particular Interrogatory to which the document relates.

ANSWER:

INTERROGATORY NO. 6: List the date(s) you claim to have discovered that Defendants violated, or intended to violate, any of the Covenants. For each date, list the manner and means by which you discovered the violation of, or intent to violate any of the Covenants.

ANSWER:

INTERROGATORY NO. 7: List each date that you met and/or spoke with (either in person or by phone) either Defendant regarding the Defendants' alleged violation of the Covenants. For each date, please provide the names of all persons attending the meeting or witnessing the communication and provide a detailed summary of what was discussed.

ANSWER:

INTERROGATORY NO. 8: Identify all written correspondence between you and either Defendant regarding the Defendants' alleged violation of the Covenants.

ANSWER:

INTERROGATORY NO. 9: Describe the general characteristics of the subdivision at the time the Covenants were adopted, and at the present time, including a description of any material change of circumstance.

ANSWER:

INTERROGATORY NO. 10: State whether you or others to your knowledge ever agreed with any resident of the subdivision to waive any of the conditions of the Covenants, and, if so, state:

- a. the date this waiver was made;
- b. each reason for the waiver; and
- c. the extent of each waiver.

ANSWER:

INTERROGATORY NO. 11: State whether any lots within the subdivision contain structures that do not comply with the conditions and restrictions of the Covenants in any way, and for each lot:

- a. state the name and address of each person who owns the lot containing the structure, and the address of the lot if different from the person owning the lot;
- b. describe the structure that does not comply with the Covenants, the location on the lot of the structure, and the manner in which the structure does not comply with the Covenants;
- c. the date each structure in violation of the Covenants was built;
- d. whether the Covenants apply to the lot containing the structure; and
- e. if the Covenants do apply, whether failure to comply with the Covenants has been permitted and, if so, the reasons for such permission.

ANSWER:

INTERROGATORY NO. 12: State whether any action has been taken or attempted to enforce the Covenants against any other person, including residents of the subdivision, and, if so, identify:

- a. the person against whom action was taken or attempted;
- b. the lot that was the subject of the action taken or attempted;

- b. the date when action was taken;
- c. the type of action taken;
- d. the name and address of each person and/or entity who took or attempted the action; and
- e. the result of the action.

ANSWER:

INTERROGATORY NO. 13: State whether SID # 158 or any resident of the subdivision has instituted any legal proceedings, other than the instant proceedings, for enforcement of the Covenants in any of the subdivisions which it maintains, and, if so, provide the particulars of each, including, but not limited to:

- a. the court and the docket number of the proceeding;
- c. the defendant's name and subdivision lot number;
- e. the restriction or covenant sued on; and
- f. the results of the proceedings.

ANSWER: *object, public record . w/o waiving such objection*

INTERROGATORY NO. 14: At the present time, state whether there are any pending claims or demands by the SID #158 for enforcement of the Covenants, and, if so, provide the particulars of each.

ANSWER:

INTERROGATORY NO. 15: Identify the criteria utilized by the Architectural Control Committee when ruling on applications for approval of plans and specifications.

ANSWER: *objection not relevant (Δs did not submit their fence plans to the ACC for approval)*

INTERROGATORY NO. 16: With respect to the Alterations Restriction and the Fence Restriction, set forth:

- a. the date when each restriction was established;
- b. the exact contents of each restriction, and identify all changes or amendments, if any, to each restriction from the time each was originally adopted until the present;
- c. the manner how each restriction was established;
- f. the area covered by each restriction.

ANSWER: *see covenants provided in Answers to Requests for Production*

INTERROGATORY NO. 17: Indicate the total number of lots and lot owners located within the geographical boundaries of the subdivision and identify which lots and lot owners, if any, are not bound by the Covenants.

ANSWER: *All are bound, other information on of public record.*

INTERROGATORY NO. 18: State whether this lawsuit was authorized by a vote of the elected representatives of SID #158, and, if so, state:

- a. the date and place of the meeting; and
- b. the names of the representative^s present.

ANSWER:

INTERROGATORY NO. 19: If your answer to the preceding interrogatory is in the negative, state the name and address of each individual who authorized this lawsuit.

ANSWER:

INTERROGATORY NO. 20: Identify each lot subject to the Covenants that contains a fence, rope, rock garden, or other landscaping structure of any kind that constitutes a barrier to passage within 25 feet of a lot line shared with the golf course.

ANSWER:

INTERROGATORY NO. 21: Identify each lot subject to the Covenants that contains a dwelling, fence, wall, driveway, patio, patio enclosure, deck, rock garden,

swimming pool, or other external improvement constructed without approval by the Architectural Control Committee, and for each such lot identify the nature of the improvement.

ANSWER: *objection - not relevant*

INTERROGATORY NO. 22: Identify each alleged violation of the Covenants that has been resolved by settlement or agreement, and describe the terms of any such agreement.

ANSWER: *None?*

Dated this *31st* day of December, 2011.

TAD A. SINGER and MELISSA D. SINGER,
Defendants.

By: *Steven D. Davidson*

Steven D. Davidson (#18684)
of BAIRD HOLM LLP
1500 Woodmen Tower
Omaha, Nebraska 68102-2068
402-344-0500
sdavidson@bairdholm.com

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing was sent by United States mail, first-class postage prepaid, on this *31st* day of December, 2011, to the following:

Christopher Perrone
PERRONE LAW
955 North Adams Street, Suite 1
Papillion, NE 68046

Steven D. Davidson

IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA

SANITARY AND IMPROVEMENT
DISTRICT # 158 and PAT LICHTER,

Plaintiffs,

Case No. CI 10-2410

v.

TAD A. SINGER and MELISSA D.
SINGER,

Defendants.

DEFENDANTS FIRST SET OF
REQUESTS FOR PRODUCTION OF
DOCUMENTS

TO: PAT LICHTER, and his counsel, CHRISTOPHER PERRONE

You are hereby requested pursuant to Rule 34 of the Nebraska Discovery Rules for Civil Cases to produce the documents hereinafter set forth within thirty (30) days from the date of service. The documents are to be delivered to Steven D. Davidson at the offices of BAIRD HOLM LLP, 1500 Woodmen Tower, 1700 Farnam Street, Omaha, Nebraska 68102-2068. The documents should be produced as they are kept in the ordinary course of your business, in the file folders or other record keeping system regularly used by you.

This request covers all documents in the possession, custody or control of you or your employees, consultants, representatives, accountants, agents and attorneys, or which are subject to their custody or control regardless of the present location of the documents. The definitions listed in Defendants' First Set of Interrogatories and served contemporaneously with this request are incorporated by reference herein.

REQUEST FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1: Provide all documents in your possession, custody, or control which relate to the subject matter of this lawsuit. *object as overly broad and could violate attorney client privilege*

RESPONSE:

REQUEST NO. 2: Provide all documents in your possession, custody, or control which you utilized or identified in answering Defendants' First Set of Interrogatories to Plaintiffs served contemporaneously herewith.

RESPONSE:

REQUEST NO. 3: Without waiving privilege, please provide all correspondence or communications with Plaintiff Sanitary and Improvement District # 158 and any third parties concerning the matters at issue herein.

RESPONSE: *object as to anything which would violate a/c privilege*

REQUEST NO. 4: Provide all documents in your possession, custody, or control which you plan to introduce or utilize at trial in this matter.

RESPONSE: *object @ this time, discovery continues*

REQUEST NO. 5: Provide all documentation of any and all communications between you and either or both Defendants regarding the incidents at issue in this litigation.

RESPONSE:

REQUEST NO. 6: Produce true and accurate copies of any photographs, films, videotapes, DVRs, DVDs and/or other media taken of or relating to the matters at issue in this litigation.

RESPONSE:

REQUEST NO. 7: Produce true and accurate copies of all diagrams, maps, drawings, or illustrations related in any way to the matters at issue in this lawsuit,

including, without limitation, diagrams, maps, drawings, or illustrations of Defendant's lot, and the subdivision as a whole.

RESPONSE: *object to any such information which is a matter of public record*

REQUEST NO. 8: Provide any and all documents you received as a result of the complaint and alleged violation of the Covenants which is the subject of this lawsuit.

RESPONSE:

REQUEST NO. 9: Produce true and accurate copies of any documents you received or created in connection with any prior attempt to enforce the Covenants at issue in this action.

RESPONSE:

REQUEST NO. 10: Produce true and accurate copies of all files you maintain regarding alleged violations of the Covenants at issue in this action.

RESPONSE:

REQUEST NO. 11: Produce true and accurate copies of all documents relating to any fence constructed on a lot subject to the Covenants.

RESPONSE: *object overly broad, not relevant*

REQUEST NO. 12: Produce all demands alleging a violation of any Covenant at issue in this action.

RESPONSE:

REQUEST NO. 13: Produce all documents that relate to any settlement or agreement involving an alleged violation of a Covenant that is the subject of this action.

RESPONSE: *object, settlement negotiations are not relevant*

REQUEST NO. 14: Produce all pleadings filed in any legal action relating to the enforcement of a Covenant that is the subject of this action.

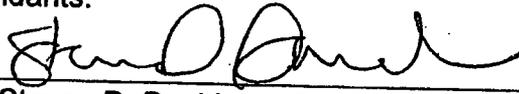
RESPONSE: *object, public records*

REQUEST NO. 15: Produce all documents relating to any approval of any fence on property subject to the Covenants.

RESPONSE: *object, not relevant, public record*

Dated this 8th day of December, 2011.

TAD A. SINGER and MELISSA D. SINGER,
Defendants.

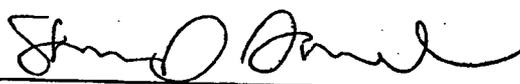
By: 

Steven D. Davidson (#18684)
of BAIRD HOLM LLP
1500 Woodmen Tower
Omaha, Nebraska 68102-2068
402-344-0500
sdavidson@bairdholm.com

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing was sent by United States mail, first-class postage prepaid, on this 8th day of December, 2011, to the following:

Christopher Perrone
PERRONE LAW
955 North Adams Street, Suite 1
Papillion, NE 68046



IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA

SANITARY AND IMPROVEMENT
DISTRICT # 158 and PAT LICHTER,

Plaintiffs,

Case No. CI 10-2410

v.

DEFENDANTS FIRST SET OF
INTERROGATORIES

TAD A. SINGER and MELISSA D.
SINGER,

Defendants.

TO: PAT LICHTER, and his counsel, CHRISTOPHER PERRONE

You are hereby notified to answer separately, in writing and under oath, pursuant to § 6-333 of the Nebraska Rules of Discovery, within thirty (30) days of the date of service hereof, the following Interrogatories.

The Interrogatories shall be answered separately and fully, in writing and under oath, and shall contain your complete knowledge, including that which is available to you personally or through your agents or attorney.

These Interrogatories shall be deemed continuing, and should you or your attorney discover any additional information as to the matters inquired of in these Interrogatories between the time Answers are made and the time of trial which require supplementation of these Answers pursuant to § 6-326(e) of the Nebraska Rules of Discovery, supplemental or amended Answers should be filed advising the attorneys for Defendants Tad and Melissa Singer of the newly discovered information as far in advance of trial as possible.

If in response to any of the Interrogatories below, you object in lieu of answer,

please state with specificity your reasons for the objection, including the legal or factual grounds upon which the objection is based. If you have objected on the ground of privilege, please specify the privilege claimed.

DEFINITIONS

1. As used herein, the terms "Plaintiff," "you," "your" and "Lichter" shall embrace and include the Plaintiff, Pat Lichter, and all agents, servants, employees, representatives and others who have obtained information for, on behalf of, or have acted for, or on behalf of the Plaintiff, Pat Lichter.

2. As used herein, the term "person" shall embrace and include, without limitation, all natural persons, corporations, trusts, partnerships, entities and associations.

3. As used herein, the term "document" shall embrace and include, without limitation, all hand written, typed, printed, computer generated, photostatted or other mechanically reproduced matters, including all originals, drafts, duplicates, carbon copies or other copies thereof, in the possession, custody, or control of you or your counsel. "Document" shall include, without limiting the generality of this definition:

- a. All letters, correspondence, facsimile transmissions, telegram, telexes, e-mails, memoranda, notes, reports, paraphrases and/or statements including those stored on or communicated through electronic media;
- b. Work papers, computations, tabulations, charts, spreadsheets;
- c. Records of telephone calls, records of meetings, recordings;
- d. Minutes, calendar and/or diary entry;
- e. Agreements with third parties, agreements among or between the parties, contracts;

- f. Financial books, financial statements, promissory notes, tax returns, worksheets, spreadsheets;
- g. Records, invoices, bills of lading, ledger cards, tax statements, cancelled checks;
- h. Photostats, microfilms, microfiches, photographs, slides, films, videotapes; and
- i. Other such items possessed by you or any other persons or entities so long as these items are within your custody and control.

4. As used herein, the term "identify" when used in conjunction with the term "person", shall embrace and include full names, residence and business addresses, residence and business telephone numbers, titles, and places of employment.

5. As used herein, the term "identify" when used in conjunction with the term "document" shall embrace and include, without limitation, the title or description of the item and the name, residence and business telephone numbers, titles and places of employment of the person or persons who have possession, custody, or control of the item or any copy of the item. If the document is one which once existed but has since been lost or destroyed, include the date or approximate date of loss or destruction, the name and address of its last known custodian, and in the event the document was destroyed, the method and reason for its destruction.

6. As used herein, the term "subdivision" shall refer to the subdivision known as Sanitary and Improvement District # 158 and referred to in Plaintiffs' Complaint and Defendants' answer as the "Tiburon" subdivision.

7. As used herein, the term "Covenants" shall refer to the Declaration of Covenants, Conditions and Restrictions and Easements of Tiburon, a subdivision in Sarpy County, Nebraska attached to Plaintiffs' original complaint as Exhibit A.

INTERROGATORIES

INTERROGATORY NO. 1: Please state the name and telephone number of each person who prepared or assisted in the preparation of the responses to these Interrogatories.

ANSWER:

INTERROGATORY NO. 2: Please state the full name and telephone number, if any, of each person known to you who has or claims to have material knowledge, information, or evidence directly or indirectly relating to the subject matter of Plaintiffs' claims and/or defenses and Defendant's claims and/or defenses involved in this litigation. If known to you, please include a summary of the material knowledge, information, or evidence claimed by each person so identified.

ANSWER:

INTERROGATORY NO. 3: Please list each and every witness you intend to call at trial, including their name, telephone number, and subject matter on which you expect they will testify.

ANSWER:

INTERROGATORY NO. 4: Please list each exhibit you intend to offer at trial on this matter, including a description of the exhibit.

ANSWER: *objection work product, discovery continues*

INTERROGATORY NO. 5: Identify each and every document reviewed by Plaintiff in completing Plaintiff's answers to these Interrogatories. Categorize your answer by the particular Interrogatory to which the document relates.

ANSWER:

INTERROGATORY NO. 6: List the date(s) you claim to have discovered that Defendants violated, or intended to violate, any of the Covenants. For each date, list the manner and means by which you discovered the violation of, or intent to violate any of the Covenants.

ANSWER:

INTERROGATORY NO. 7: List each date that you met and/or spoke with (either in person or by phone) either Defendant regarding the Defendants' alleged violation of the Covenants. For each date, please provide the names of all persons attending the meeting or witnessing the communication and provide a detailed summary of what was discussed.

ANSWER:

INTERROGATORY NO. 8: Identify all written correspondence between you and either Defendant regarding the Defendants' alleged violation of the Covenants.

ANSWER:

INTERROGATORY NO. 9: Regarding your property within the subdivision state:

- a. the address of your residence and any other property you own within the subdivision;
- b. the date when you acquired this property;
- c. the name and address of each person and/or entity from whom you acquired this property; *objection, public record, not relevant*
- d. the nature of any restrictions on this property and whether your property is restricted by the Covenants;
- e. your interest in enforcing the restrictive covenant in question. *objection not relevant*

ANSWER:

INTERROGATORY NO. 10: Describe the general characteristics of the subdivision at the time the Covenants were adopted, and at the present time, including a description of any material change of circumstance.

ANSWER:

INTERROGATORY NO. 11: State whether any lots within the subdivision contain structures that do not comply with the conditions and restrictions of the Covenants in any way, and for each lot:

- a. state the name and address of each person who owns the lot containing the structure, and the address of the lot if different from the person owning the lot;
- b. describe the structure that does not comply with the Covenants, the location on the lot of the structure, and the manner in which the structure does not comply with the Covenants;
- c. the date each structure in violation of the Covenants was built;
- d. whether the Covenants apply to the lot containing the structure; and
- e. if the Covenants do apply, whether failure to comply with the Covenants has been permitted and, if so, the reasons for such permission.

ANSWER: *objection not relevant beyond covenant violations regarding fencing issues subject to the same restrictions complained herein*

INTERROGATORY NO. 12: State whether you have attempted to take any action to enforce the Covenants against any other person, including residents of the subdivision, and, if so, identify:

- a. the person against whom action was taken or attempted;
- b. the lot that was the subject of the action taken or attempted;
- b. the date when action was attempted;
- c. the type of action attempted;
- d. the name and address of each person and/or entity who took or attempted the action; and *objection, not relevant beyond the enforcement of covenant restrictions complained of herein.*

e. the result of the action.

ANSWER:

INTERROGATORY NO. 13: Identify each lot subject to the Covenants that contains a fence, rope, rock garden, or other landscaping structure of any kind that constitutes a barrier to passage within 25 feet of a lot line shared with the golf course.

ANSWER: *objection, public record w/out waiving such objection*

INTERROGATORY NO. 14: Identify each lot subject to the Covenants that contains a dwelling, fence, wall, driveway, patio, patio enclosure, deck, rock garden, swimming pool, or other external improvement constructed without approval by the Architectural Control Committee, and for each such lot identify the nature of the improvement.

ANSWER: *objection, overly broad, not relevant*

INTERROGATORY NO. 15: Identify each alleged violation of the Covenants that has been resolved by settlement or agreement, and describe the terms of any such agreement.

ANSWER: *objection, not relevant*

INTERROGATORY NO. 16: State whether you or others to your knowledge ever agreed with any resident of the subdivision to waive any of the conditions of the Covenants, and, if so, state:

- a. the date this waiver was made;
- b. each reason for the waiver; and
- c. the extent of each waiver.

Dated this 8th day of December, 2011.

TAD A. SINGER and MELISSA D. SINGER,
Defendants.

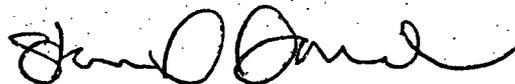
By: 

Steven D. Davidson (#18684)
of BAIRD HOLM LLP
1500 Woodmen Tower
Omaha, Nebraska 68102-2068
402-344-0500
sdavidson@bairdholm.com

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing was sent by United States mail, first-class postage prepaid, on this 8th day of December, 2011, to the following:

Christopher Perrone
PERRONE LAW
955 North Adams Street, Suite 1
Papillion, NE 68046



DOCS/1070170.1

December 8, 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: Storm Sewer Improvements - 2012
TD2 File No. 1592-107.1

Board Members:

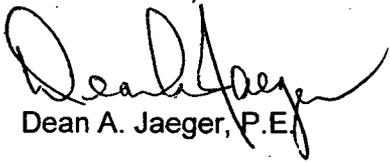
Enclosed please find the following items for the above-referenced project:

1. Engineer's Estimate
2. Description of Work to be Performed
3. Notice to Contractors

If you have any questions concerning the above, please contact the undersigned at your convenience.

Submitted by:

THOMPSON, DREESSEN & DORNER, INC.


Dean A. Jaeger, P.E.

DAJ/bam

Enclosures

December 8, 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: Storm Sewer Improvements - 2012
Engineer's Estimate
TD2 File No. 1592-107.2

Board Members:

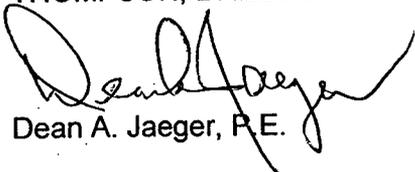
The following is the Engineer's Estimate of Quantities and Costs for construction of the above-referenced project:

Item	Description	Approx. Quantity	Unit	Unit Price	Amount
1	15" RCP Class III, in place	413	L.F.	\$ 25.00	\$10,325.00
2	18" RCP Class III, in place	278	L.F.	\$ 35.00	\$ 9,730.00
3	24" RCP Class III, in place	213	L.F.	\$ 45.00	\$ 9,585.00
4	54" I.D. Area Inlet, Type II, in place	6	EA.	\$ 2,500.00	\$15,000.00
5	Grate Inlet, Type I, in place	2	EA.	\$ 3,000.00	\$ 6,000.00
6	54" I.D. Flat-top Storm Sewer Manhole, in place	2	EA.	\$ 2,500.00	\$ 5,000.00
7	15" I.D. RCP Collar, in place	2	EA.	\$ 300.00	\$ 600.00
8	18" I.D. RCP Collar, in place	2	EA.	\$ 400.00	\$ 800.00
9	Remove and Salvage 15" RCP, in place	40	L.F.	\$ 15.00	\$ 600.00
10	Remove and Salvage 18" RCP, in place	24	L.F.	\$ 20.00	\$ 480.00
11	Tap Existing Area Inlet, Type II	1	EA.	\$ 300.00	\$ 300.00
12	Remove 15" RCP Flared End Section	1	EA.	\$ 100.00	\$ 100.00
13	Remove 18" RCP Flared End Section	2	EA.	\$ 150.00	\$ 300.00
14	Contractor Supplied Soil Fill, in place	1,000	C.Y.	\$ 8.00	\$ 8,000.00
15	Construct Drainage Swale and Earth Berm, in place	650	L.F.	\$ 10.00	\$ 6,500.00
16	Remove Tree	16	EA.	\$ 500.00	\$ 8,000.00
17	Remove Stump	1	EA.	\$ 250.00	\$ 250.00
18	Seeding, in place	1.6	AC.	\$ 1,000.00	\$ 1,600.00
19	Sodding, in place	160	S.Y.	\$ 9.00	\$ 1,440.00
20	Erosion Matting, in place	4,200	S.Y.	\$ 1.00	\$ 4,200.00
21	Replacement Trees	20	EA.	\$ 250.00	\$ 5,000.00
22	Repair Area Inlet A100	1	EA.	\$ 500.00	\$ 500.00
23	Repair Area Inlet A101	1	EA.	\$ 750.00	\$ 750.00
24	Repair Area Inlet A103	1	EA.	\$ 300.00	\$ 300.00
TOTAL ESTIMATED CONSTRUCTION COST					\$94,310.00
ESTIMATED ENGINEERING, TESTING, AND STAKING & MISC. COSTS					\$23,590.00
TOTAL ESTIMATED PROJECT COST					\$117,900.00

Chairman and Board of Trustees
Sanitary and Improvement District No. 158
of Sarpy County, Nebraska
December 8, 2011
Page 2

Respectfully submitted,

THOMPSON, DREESSEN & DORNER, INC.

A handwritten signature in black ink, appearing to read "Dean A. Jaeger". The signature is fluid and cursive, with a large initial "D" and "J".

Dean A. Jaeger, P.E.

DAJ/bam

December 8, 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: Storm Sewer Improvements - 2011
Description of Work
TD2 File No. 1592-107.3

Board Members:

The following is a Description of Work to be performed for the construction of the above-referenced project.

Construct 15" I.D. Storm Sewer Pipe at the following locations:

In Cornhusker Road

Beginning at the northwest corner of Lot 7, Tiburon Village a subdivision as surveyed platted and recorded in Sarpy County, Nebraska; thence north 25 feet more or less to a point 25 feet north of the northwest corner of said Lot 7.

In an Easement

Beginning at a point 35 feet northeast of the southwest corner of Lot 14, Tiburon, a subdivision as surveyed platted and recorded in Sarpy County, Nebraska; thence southwest 57 feet more or less to a point 22 feet southwest of the southwest corner of said Lot 14.

Also beginning at a point 10 feet east of the southeast corner of Lot 12, Tiburon, a subdivision as surveyed platted and recorded in Sarpy County, Nebraska; thence west 169 feet more or less to a point 20 feet west of the southwest corner of said Lot 12.

Also beginning at a point 10 feet east of the southeast corner of Lot 11, Tiburon, a subdivision as surveyed platted and recorded in Sarpy County, Nebraska; thence west 162 feet more or less to a point 20 feet west of the southwest corner of said Lot 11.

Construct 18" I.D. Storm Sewer Pipe at the following locations:

In an Easement

Beginning at a point 25 feet southeast of the northwest corner of Lot 11, Tiburon, a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska; thence northwest 45 feet to a point 20 feet southwest of the southwest corner of said Lot 14.

Chairman and Board of Trustees
Sanitary and Improvement District No. 158
of Sarpy County, Nebraska
December 8, 2011
Page 2

In 180th Street

Beginning at a point 22 feet east and 25 feet north of the intersections of centerlines Cornhusker Road and 180th Street; thence north 78 feet more or less to a point 5 feet northeast of the southern most corner of Lot 323, Tiburon, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

In Cornhusker Road

Beginning at a point 25 feet north of the northwest corner of Lot 7, Tiburon Village a subdivision as surveyed platted and recorded in Sarpy County, Nebraska; thence west 155 feet more or less to a point 25 feet north and 155 feet west of the northwest corner of said Lot 7.

Construct 24" I.D. Storm Sewer Pipe at the following locations:

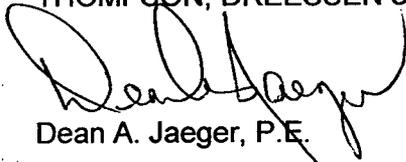
Beginning at a point 25 feet north of the northwest corner of Lot 7, Tiburon Village a subdivision as surveyed platted and recorded in Sarpy County, Nebraska; thence east 213 feet more or less to a point 25 feet north and 30 feet west of the northeast corner of said Lot 7.

The above-described work shall include the construction of erosion control, removal and replacement of storm sewer pipe, inlets, manholes, excavating, shaping, and all other work necessary for the construction of Storm Sewer Improvements - 2012 for Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, in accordance with the plans and specifications

The outer boundaries of the area, which may be subject to special assessments, are the same as the outer boundaries of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska.

Sincerely,

THOMPSON, DREESSEN & DORNER, INC.



Dean A. Jaeger, P.E.

DAJ/bam

NOTICE TO CONTRACTORS

SANITARY AND IMPROVEMENT DISTRICT NO. 158
OF SARPY COUNTY, NEBRASKA
TIBURON
STORM SEWER IMPROVEMENTS - 2011

Sealed proposals will be received at the office of Thompson, Dreessen & Dorner, Inc., 10836 Old Mill Road, Omaha, Nebraska 68154, until _____ P.M. on the ____ day of _____ 2012, for the furnishing of all labor, materials, use of Contractor's equipment, plant, and all else necessary to construct properly all of the improvements within the improvement generally designated STORM SEWER IMPROVEMENTS - 2012, TIBURON, Sanitary and Improvement District No. 158 of Sarpy County, Nebraska.

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

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

Item	Description	Estimated Quantities	
1	15" RCP Class III, in place	413	L.F.
2	18" RCP Class III, in place	278	L.F.
3	24" RCP Class III, in place	213	L.F.
4	54" I.D. Area Inlet, Type II, in place	6	EA.
5	Grate Inlet, Type I, in place	2	EA.
6	54" I.D. Flat-top Storm Sewer Manhole, in place	2	EA.
7	15" I.D. RCP Collar, in place	2	EA.
8	18" I.D. RCP Collar, in place	2	EA.
9	Remove and Salvage 15" RCP, in place	40	L.F.
10	Remove and Salvage 18" RCP, in place	24	L.F.
11	Tap Existing Area Inlet, Type II	1	EA
12	Remove 15" RCP Flared End Section	1	EA,
13	Remove 18" RCP Flared End Section	2	EA.
14	Contractor Supplied Soil Fill, in place	1,000	C.Y.
15	Construct Drainage Swale and Earth Berm, in place	650	L.F.
16	Remove Tree	16	EA.
17	Remove Stump	1	EA.
18	Seeding, in place	1.6	AC.
19	Sodding, in place	160	S.Y.
20	Erosion Matting, in place	4,200	S.Y.
21	Replacement Trees	20	EA.
22	Repair Area Inlet A100	1	EA
23	Repair Area Inlet A101	1	EA
24	Repair Area Inlet A103	1	EA

The Engineer's Estimate of the construction or other effectuation of all such improvements and work is \$94,310.00.

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

Each bid must be accompanied in a SEPARATE SEALED ENVELOPE by a certified check drawn on a bank whose deposits are insured by the Federal Deposit Insurance Corporation in the amount of \$4,720.00, payable without condition to the Treasurer, Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, or a bid bond for a like amount as evidence of good faith of the bidder and as agreed upon liquidated damages to the District in the event the bidder whose proposal is accepted by the Board of Trustees of the District fails to enter into contract within ten (10) days after Notice of Award and furnish acceptable bond to complete the work and pay for all labor done and materials used, such bond to be in the amount of 100% of the total bid price.

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

Drawings, Specifications, and Contract Documents may be examined at the office of the Clerk of the District, and may be procured from the office of the Engineer, Thompson, Dreessen & Dorner, Inc., 10836 Old Mill Road, Omaha, Nebraska 68154, upon the payment of \$45.00, of which no part will be refunded.

Sanitary and Improvement District No. 158 of Sarpy County, Nebraska reserves the right to waive informalities and to reject all or any bids.

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

By: Pat Lichter, Clerk

TD² File No. 1592-107.4

December 8, 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

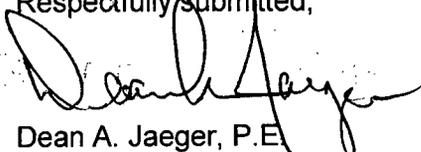
RE: 176th Street Speed Tables and
Cornhusker Shoulder Improvements
TD2 File No. 1592-106.16

CERTIFICATE OF COMPLETION

Board Members:

We hereby certify that U.S. Asphalt Company 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: U.S. Asphalt Co.

Kristi Weispfenning

From: "Larry Hammer" <lhammer17@cox.net>
Date: Tuesday, December 06, 2011 9:20 AM
To: "Paul Stoupa" <PRSTOUPA@hotmail.com>
Cc: "Allen Marsh" <almarsh@sappbrospetro.com>; "Pat Lichter" <plichter@radiks.net>; "David Christensen" <dchristensen@mclawyers.com>; "Kristi Weispfenning" <rwhe@hunterlaw.omhcoxmail.com>
Subject: Fwd: December Traffic Calmer
Hi Paul,

I just received this email from Traffic Logix. They are one of the companies I had requested information from regarding radar speed signs. They provide a pretty thorough discussion of traffic calming devices. Note the speed humps. I'm wondering if they may be a cheaper alternative to the permanent speed tables we are considering?

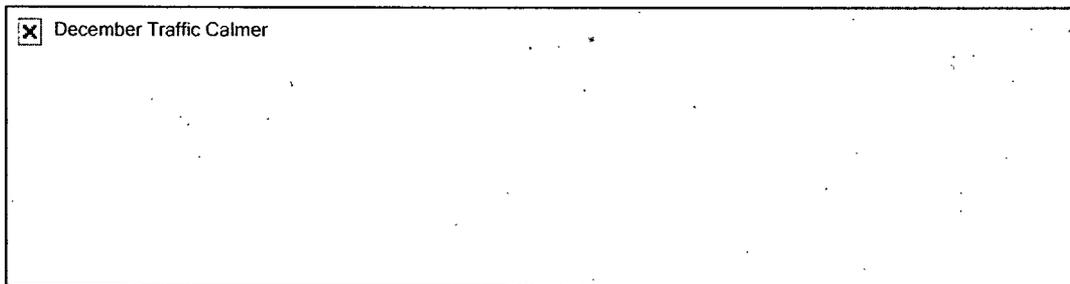
I will not be at the December 14th SID meeting, but thought this might be something of interest.

Larry

Begin forwarded message:

From: "Traffic Logix" <newsletter@trafficlogix.com>
Date: December 6, 2011 8:48:18 AM CST
To: lhammer17@cox.net
Subject: December Traffic Calmer
Reply-To: newsletter@trafficlogix.com

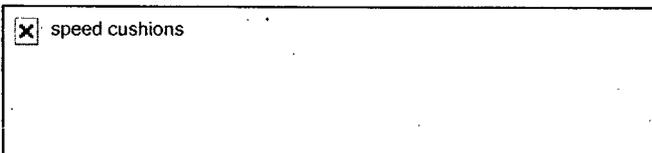
[View this email with images.](#)



Will Your Roads be Safer in 2012?

Avoiding Complacency

Traffic calming, once only considered on European streets, is now commonplace on roadways and in neighborhoods across the US.



Whether tapping into the driver psyche with radar signs that remind them of their speed or installing physical devices that compel motorists to change their behavior, cities are using a variety of tools to protect

In this issue:

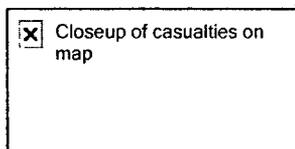
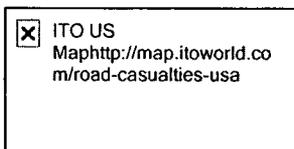
- Avoiding Complacency*
- How Safe were Your Roads?*
- How to Keep Your Roads Safer*
- Making the Right Choice*
- On the Streets*
- Premiering*
- Did you Know?*
- Traffic Logix Tidbits*

their roads.

But even with speed humps installed, radar signs in place, and targeted educational campaigns, it's important not to grow complacent. Driver behavior and routes can change, and it's important to keep monitoring your traffic calming solutions and to assess where new ones may be needed.

How Safe Were Your Roads in the Past?

If you were to plot on a map every road fatality in the US from 2001-2009, what do you think it would look like?



ITO has created a sobering map that shows all road fatalities in the US during that time on an actual map of the country. You can **enter a location and see the fatalities on each street** by the year of crash, whether it was a pedestrian, cyclist, or vehicle occupant, and the age of the individual. A powerful and frightening tool, the ITO map reminds us of how vital traffic calming solutions can be in saving lives.

How to Keep Your Roads Safe: Some Helpful Tips

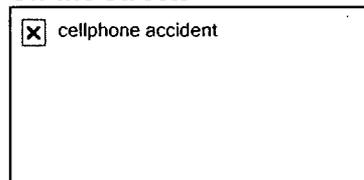
- Regularly monitor driver behavior at locations where traffic calming solutions are in place
- If you're using a portable solution, such as the SafePace 100, radar sign trailer, or removable rubber speed cushions, you can rotate them to keep drivers from speeding at multiple locations
- Conduct traffic studies at locations where residents complain of speeding drivers and/or cut-through traffic
- Assign priority to traffic and speeding concerns, using a point system to ensure that solutions are put where they're most needed
- Get guidance from an engineer or traffic calming expert when installing new solutions so that your products are effective in **changing driver behavior for the long term**

Making the Right Choice

With the variety of products and solutions available to calm traffic, it's important to make sure the product you are buying meets your organization's needs while also achieving your safety goals.

If budget is a concern, a product like the economical SafePace 100 sign or the affordable rubber speed cushions may be the right decision. If your priority is

On the Streets

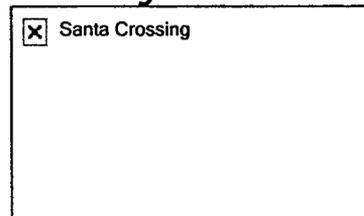


Scientists

say our brains can't juggle driving and talking, even hands free.

Read more at the [Daily Herald](#).

Premiering

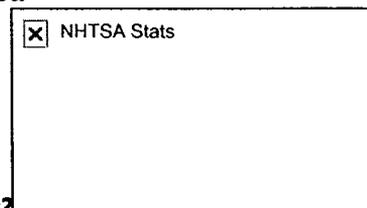


Safety

Santa- Ohio DOT hires Santa to remind motorists that accidents often increase during the holidays, especially near parking lots and intersections, and to give them tips on how to stay safe.

Read more at the [Iron Tribune](#).

Did you



Know?

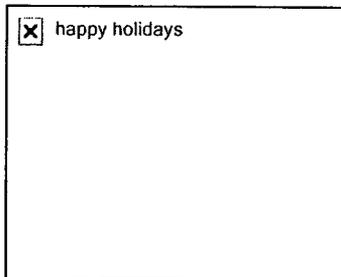
Do you want to see the data from the ITO map in actual numbers? Check out the NHTSA (National Highway Traffic Safety Administration) website for detailed information on traffic crashes and fatalities.

See more at the [NHTSA site](#).

Traffic Logix Tidbits

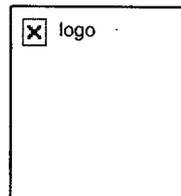
to be able to offer a variety of messaging to motorists, try the [SafePace 600](#) dynamic speed sign. For those who want a physical solution but are concerned for emergency response time, the speed cushions or [tables](#) are a better option than [speed humps](#).

At [Traffic Logix](#), our sales team is trained to help you identify what your priorities are and find the right product that fits your needs and your budget. From choosing a solution to deciding where and how to install it, we're there with you every step of the way.

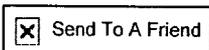


We want to wish you all a happy and healthy Christmas, Hanukah, or Kwanzaa. Whatever your celebration, stay alert and safe on the road!

[Traffic Logix](#)
3 Harriett Lane
Spring Valley, NY 10977
866-915-6449
info@trafficlogix.com
www.trafficlogix.com



Would you like to send this email to a friend?



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Kristi Weispfenning

From: <RHarman@ameritas.com>
Date: Monday, November 28, 2011 5:19 PM
To: <jbachman@pheblaw.com>; <dhogan@pheblaw.com>; <pmartin@pheblaw.com>; <jwarren@pheblaw.com>; <krodis@pheblaw.com>; <swillmott@pheblaw.com>; <rhuck@crokerlaw.com>; <jkasher@crokerlaw.com>; <randerson@crokerlaw.com>; <mpelster@crokerlaw.com>; <cgilpin@crokerlaw.com>; <abaker@crokerlaw.com>; <jhf@fdjlaw.com>; <rcd@fdjlaw.com>; <larry@fdjlaw.com>; <brian@fdjlaw.com>; <karen@fdjlaw.com>; <debbie@fdjlaw.com>; <brianna@fdjlaw.com>; <jimlang@lpplaw.com>; <mLaughlin@lpplaw.com>; <rpete@lpplaw.com>; <barbrusso@lpplaw.com>; <janmeyer@lpplaw.com>; <guilfoyle@eslaw.com>; <darkfeld@eslaw.com>; <rwhe@hunterlaw.omhcoxmail.com>; <hillmanforman@hfnm.com>; <rjohnson@rkjohnsonlaw.com>; <mmatejka@woodsaitken.com>; <cbland@woodsaitken.com>; <sullivan@adamsandsullivan.com>; <fett@adamsandsullivan.com>
Cc: <RHarman@ameritas.com>
Attach: ResolutionadoptingSIDpost-issuancecompliancepolicies&procedures.DOC; SIDPostIssuanceComplianceProcedures.DOC; 8038Gsample.pdf
Subject: IRS Form 8038-G post-issuance compliance

As a result of some changes to IRS Form 8038-G (promulgated October 2011), each SID is now required to state whether it has established certain written procedures relating to post-issuance compliance for outstanding bonds and/or warrants.

In order to place the District in a position where it can check "yes" to these questions (Lines 43 and 44) on this form, the District needs to pass the attached resolution (prepared by Baird Holm LLP) at their next meeting, as well as attaching the 'Procedures' (prepared by Baird Holm LLP) to the minutes as 'Exhibit A' (also attached).

A copy of the new Form 8038-G is also attached for your reference.

If you have any questions, feel free to contact me at 402-384-8433 or rharman@ameritas.com.

Thank you.

Richard S. Harman | Ameritas Investment Corp. | Vice President - SID Department
440 Regency Parkway Drive, Suite 222, Omaha NE 68114-3742
P: 402-384-8433 | F: 402-384-8099 | rharman@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.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF SANITARY AND IMPROVEMENT DISTRICT NO. ____ OF _____ COUNTY, NEBRASKA (THE "DISTRICT") AS FOLLOWS:

Section 1: The Board of Trustees of the District hereby finds and determines:

(a) that the District was duly formed and remains in existence pursuant to the Constitution and applicable laws of the State of Nebraska;

(b) that the District has heretofore issued and there are now outstanding bonds and/or warrants of the District (collectively, the "Outstanding Tax-Exempt Obligation"); and

(c) that it is necessary and advisable for the District to adopt certain procedures to promote compliance with certain federal tax and securities laws relating to the Outstanding Tax-Exempt Obligation.

Section 2. Now therefore be it resolved that the policy and procedures attached hereto as Exhibit "A" are hereby adopted by the Board of Trustees of the District in all respects.

Section 3. This Resolution shall be in full force and effect, immediately upon its adoption by the Board of Trustees.

**Procedures
Federal Tax Law and Disclosure Requirements for
Outstanding Bonds and Warrants**

POLICY

It is the policy of Sanitary and Improvement No. ____ of _____ County, Nebraska, (the "District") to comply with all Federal tax requirements and securities law continuing disclosure obligations for its outstanding tax-exempt bonds and warrants (the "Tax-Exempt Obligations") to ensure (a) that interest on its Tax-Exempt Obligations remains exempt from Federal income tax and (b) compliance with any continuing disclosure obligations of the District with respect to its outstanding Tax-Exempt Obligations.

PROCEDURES

Compliance Officer. Review of compliance with Federal tax requirements and securities law continuing disclosure obligations as generally outlined below shall be conducted by the Clerk of the District (the "Compliance Officer").

Training. The Compliance Officer shall evaluate and review educational resources regarding post-issuance compliance with Federal tax and securities laws, including periodic review of resources published for Districts of tax-exempt obligations by the Internal Revenue Service (either on its website at <http://www.irs.gov/taxexemptbond>, or elsewhere) and the Municipal Securities Rulemaking Board (either on its Electronic Municipal Market Access website ["EMMA"] at <http://www.emma.msrb.org/>, or elsewhere).

Compliance Review. A compliance review shall be conducted at least annually by or at the direction of the Compliance Officer. The review shall occur at the time the District's annual audit takes place, unless the Compliance Officer otherwise specifically determines a different time period or frequency of review would be more appropriate.

Scope of Review.

Document Review. At the compliance review, the following documents (the "Bond Documents") shall be reviewed for general compliance with covenants and agreements and applicable regulations with respect to each outstanding Tax-Exempt Obligation:

- (a) the resolution(s) adopted by the governing body of the District authorizing the issuance of its outstanding Tax-Exempt Obligations, together with any documents setting the final rates and terms of such Tax-Exempt Obligations (the "Authorizing Proceedings"),
- (b) the tax documentation associated with each Tax-Exempt Obligation (the "Tax Documents"),
- (c) the District's continuing disclosure obligations, if any, contained in the Authorizing Proceedings or in a separate agreement, as the case may be (the "Continuing Disclosure Obligations"), and,
- (d) any communications or other materials received by the District or its counsel, from bond counsel, the underwriter or placement agent or its counsel, the Internal Revenue Service (the "IRS"), or any other material correspondence relating to the tax-exempt status of the District's Tax-Exempt Obligations, or relating to the District's Continuing Disclosure Obligations.

Use and Timely Expenditure of Bond Proceeds. Expenditure of proceeds of outstanding Tax-Exempt Obligations shall be reviewed by the Compliance Officer to ensure (a) such proceeds are spent for the purpose stated in the Authorizing Proceedings and as described in the Tax

Documents and (b) that the proceeds, together with investment earnings on such proceeds, are spent within the timeframes described in the Tax Documents and (c) that any mandatory redemptions from excess proceeds of Tax-Exempt Obligations are timely made if required under the Authorizing Proceedings and the Tax Documents.

Arbitrage Yield Restrictions and Rebate Matters. The Tax Documents shall be reviewed by the Compliance Officer to ensure compliance with any applicable yield restriction requirements under Section 148(a) of the Internal Revenue Code (the "Code") and timely calculation and payment of any rebate and the filing of any associated returns pursuant to Section 148(f) of the Code. A qualified rebate analyst shall be engaged as appropriate or as may be required under the Tax Documents.

Use of Bond Financed Property. Findings, expectations, representations, warranties, covenants and agreements contained in the Bond Documents regarding private use shall be reviewed by the Compliance Officer to ensure compliance. Property financed with Tax-Exempt Obligations shall be clearly identified (by mapping or other reasonable means). Prior to execution, the Compliance Officer (and the District's counsel, if deemed appropriate by the Compliance Officer) shall review (a) all proposed leases, contracts related to operation or management of property financed with Tax-Exempt Obligations, take-or-pay contracts or other agreements or arrangements or proposed uses which have the potential to give any entity any special legal entitlement to the property financed with Tax-Exempt Obligations, (b) all proposed agreements which would result in disposal of any property financed with Tax-Exempt Obligations, and (c) all proposed uses of property financed with Tax-Exempt Obligations which were not anticipated at the time the Tax-Exempt Obligations were issued. Such actions could be prohibited by the Authorizing Proceedings, the Tax Documents or Federal tax law.

Continuing Disclosure. Compliance with the Continuing Disclosure Obligations with respect to each Tax-Exempt Obligation issue shall be evaluated (a) to ensure timely compliance with any annual disclosure requirement, and (b) to ensure that any material events have been properly disclosed as required by the Continuing Disclosure Obligation.

Record Keeping. If not otherwise specified in the Bond Documents, all records related to each Tax-Exempt Obligation shall be kept for the life of the indebtedness associated with such Tax-Exempt Obligation (including all tax-exempt refundings) plus six (6) years.

Incorporation of Tax Documents. The requirements, agreements and procedures set forth in the Tax Documents, now or hereafter in existence, are hereby incorporated into these procedures by this reference and are adopted as procedures of the District with respect to the series of Tax-Exempt Obligations to which such Tax Documents relate.

Consultation Regarding Questions or Concerns. Any questions or concerns which arise as a result of any review by the Compliance Officer shall be raised by the Compliance Officer with the District's counsel or with bond counsel to determine whether non-compliance exists and what measures should be taken with respect to any non-compliance.

VCAP and Remedial Actions. The District is aware of (a) the Voluntary Closing Agreement Program (known as "VCAP") operated by the IRS which allows Districts under certain circumstances to voluntarily enter into a closing agreement in the event of certain non-compliance with Federal tax requirements and (b) the remedial actions available to Districts of certain obligations under Section 1.141-12 of the Income Tax Regulations for private use of property financed with Tax-Exempt Obligations which was not expected at the time the Tax-Exempt Obligations were issued.

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name	2 issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code	7 Date of issue	
8 Name of issue	9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)	10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		11
12 Health and hospital		12
13 Transportation		13
14 Public safety		14
15 Environment (including sewage bonds)		15
16 Housing		16
17 Utilities		17
18 Other. Describe ▶		18
19 If obligations are TANs or RANs, check only box 19a	<input type="checkbox"/>	
If obligations are BANs, check only box 19b	<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box	<input type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)		
22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

Part VI Miscellaneous

<p>35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)</p> <p>36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)</p> <p style="margin-left: 20px;">b Enter the final maturity date of the GIC ▶ _____</p> <p style="margin-left: 20px;">c Enter the name of the GIC provider ▶ _____</p> <p>37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units</p> <p>38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:</p> <p style="margin-left: 20px;">b Enter the date of the master pool obligation ▶ _____</p> <p style="margin-left: 20px;">c Enter the EIN of the issuer of the master pool obligation ▶ _____</p> <p style="margin-left: 20px;">d Enter the name of the issuer of the master pool obligation ▶ _____</p> <p>39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/></p> <p>40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/></p> <p>41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:</p> <p style="margin-left: 20px;">b Name of hedge provider ▶ _____</p> <p style="margin-left: 20px;">c Type of hedge ▶ _____</p> <p style="margin-left: 20px;">d Term of hedge ▶ _____</p> <p>42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/></p> <p>43 If the issuer has established written procedures to ensure that all nonqualified bonds for this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input checked="" type="checkbox"/></p> <p>44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input checked="" type="checkbox"/></p> <p>45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____</p> <p style="margin-left: 20px;">b Enter the date the official intent was adopted ▶ _____</p>	<p>35</p> <p>36a</p> <p>37</p>	
--	---	--

Signature and Consent	<p>Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.</p>			
	Signature of issuer's authorized representative	Date	Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶		Firm's EIN ▶	
	Firm's address ▶		Phone no.	

STATEMENT REGARDING
SANITARY AND IMPROVEMENT DISTRICT NO. 158
SARPY COUNTY, NEBRASKA

1. NAME OF CURRENT BOARD OF TRUSTEES:

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

2. NAMES OF CURRENT ATTORNEY, ACCOUNTANT & FISCAL AGENT:

Attorney - Ronald W. Hunter
Accountant - Awerkamp, Goodnight, Schwaller & Nelson, P.C.
Fiscal Agent - Ameritas Investment Corp.

3. PRINCIPAL INDEBTEDNESS AS OF JUNE 30, 2011:

WARRANTS	\$1,150,182.15	Construction
	\$ 147,380.51	General
BONDS	\$7,860,000.00	

4. CURRENT TAX LEVY:

BOND FUND (Construction)	<u>.38</u>	cents/per \$100 Actual Valuation
GENERAL FUND	<u>.28</u>	cents/per \$100 Actual Valuation
OTHER		cents/per \$100 Actual Valuation
TOTAL	<u>.66</u>	cents/per \$100 Actual Valuation

DATED this _____ day of December, 2011.

Clerk of Sanitary and Improvement
District No. 158 of Sarpy County,
Nebraska

Ronald W. Hunter
Attorney at Law
11605 Arbor St., Suite 104
Omaha, NE 68144

e-mail: rwhre@hunterlaw.omhcoxmail.com

Phone (402) 397-6965

Fax (402) 397-0607

November 23, 2011

Rich James
Sarpy County Treasurer
1210 Golden Gate Drive
Papillion, NE 68046

Re: SID 158 Service Fee Fund

Dear Mr. James:

Enclosed is a check in the amount of \$300.68 from Tiburon Village Small Shops.
Please deposit this check in the Service Fee Fund of SID 158.

If you should have any questions, please contact me.

Sincerely Yours,



Kristi Weispfenning,
Legal Assistant to
Ronald W. Hunter

RWH:kaw
cc: enclosure

14617 SID #158- SFF		0000649		
Description	Invoice	Date	Account	Amount
7/11-9/11 WATER BILL	10042025	11/01/2011	0001-0076-6650-0010	\$300.68

0001-0076-O CHARTERWEST NATIONAL BANK TOTAL: \$300.68

THIS DOCUMENT IS PROTECTED BY MULTIPLE SECURITY FEATURES INCLUDING VOID PANTOGRAPH AND FIBERS VISIBLE UNDER BLACK LIGHT AND AN ARTIFICIAL WATERMARK ON THE BACK.

<p>TIBURON VILLAGE SMALL SHOPS DIAL TIBURON VILLAGE SMALL SHOPS, L.L.C. C/O DIAL PROPERTIES, CO 11506 NICHOLAS STREET SUITE 200 OMAHA, NE 68154</p>	<p>CHARTERWEST NATIONAL BANK 20041 MANDERSON ELKHORN, NE 68022</p>
--	--

NO: **0000649**
166
1049 .76

	Check No.	Date	Amount
	0000649	11/18/2011	\$300.68

Three Hundred and 68/100 Dollars

Pay to the order of

SID #158- SFF
C/O KRISTI WEISPFENNING
11605 ARBOR STREET, SUITE 104
OMAHA NE 68144



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

Phone (402) 397-6965

Fax (402) 397-0607

December 2, 2011

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

Re: Lot 384, Tiburon Subdivision

Dear Mr. James:

On July 13, 2011, SID 158 sold Lot 384, Tiburon, one of the 73 lots acquired by SID 158 by a deed in lieu of foreclosure. Enclosed is a check in the amount of \$29,000.00 from Omaha Title And Escrow, Inc., Escrow Agent. Please pay \$26,480.89 in the Construction Fund of the District for the special assessments owed and deposit \$2,519.11 in the General Fund of the District for the proceeds from the sale of Lot 384.

If you should have any questions, please contact me.

Sincerely Yours,



Kristi Weispfenning,
Legal Assistant to
Ronald W. Hunter

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

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

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

Great Western Bank
Omaha, Nebraska 68104

Check No. 199155

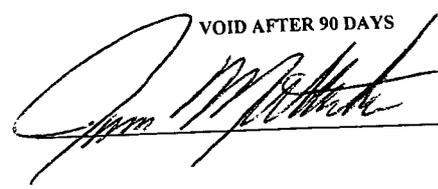
File No. OT122909

PAY TO THE ORDER OF Twenty Nine Thousand and 00/100 Dollars

DATE 10/14/2011 AMOUNT \$29,000.00

Sanitary and Improvement District No. 158 of Sarpy County, Nebraska
11605 Arbor Street, Suite 104
Omaha, NE 68144

VOID AFTER 90 DAYS



Memo:

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈0199155⑈ ⑆091408734⑆ 6035661⑈

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

Great Western Bank
Omaha, Nebraska 68104

Check No. 199155

File No. OT122909 Check Date: 10/14/2011

PAYEE: Sanitary and Improvement District No. 158 of Sarpy County, Nebraska

SELLER: Sanitary and Improvement District No. 158 of Sarpy County, Nebraska

BUYER: Advantage Development, Inc., a Nebraska Corporation

ADDRESS: NONE, , NE

\$29,000.00

Line Items	Description	Amount
603	Proceeds of Sale	\$2,519.11
4004	Special Assesments	\$26,480.89

Security Features included. Details on back.



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

Phone (402) 397-6965

Fax (402) 397-0607

December 2, 2011

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

Re: Tiburon Subdivision

Dear Mr. James:

On December 1, 2011, SID 158 sold Lot 309A, Tiburon, one of the 73 lots acquired by SID 158 by a deed in lieu of foreclosure. Enclosed is a check in the amount of \$39,000.00 from Omaha Title And Escrow, Inc., Escrow Agent. Please deposit \$39,000.00 in the General Fund of the District for the proceeds from the sale of the Lot.

If you should have any questions, please contact me.

Sincerely Yours,



Kristi Weispfenning,
Legal Assistant to
Ronald W. Hunter

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

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

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

Great Western Bank
Omaha, Nebraska 68104

Check No. 201986

File No. OT122087

PAY Thirty Nine Thousand and 00/100 Dollars
TO THE ORDER OF

DATE
12/01/2011

AMOUNT
\$39,000.00

Sanitary and Improvement District No. 158 of Sarpy County, Nebraska
11605 Arbor Street, Suite 104
Omaha, NE 68144

VOID AFTER 90 DAYS

Robin Young

Memo:

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.
⑈0201986⑈ ⑆091408734⑆ 603566⑈

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

Great Western Bank
Omaha, Nebraska 68104

Check No. 201986

File No. OT122087 Check Date: 12/01/2011 \$39,000.00
PAYEE: Sanitary and Improvement District No. 158 of Sarpy County, Nebraska
SELLER: Sanitary and Improvement District No. 158 of Sarpy County, Nebraska
BUYER: Carson Custom Homes, Inc., a Nebraska Corporation
ADDRESS: None Assessed, Gretna, NE 68136

Line Items	Description	Amount
603	Proceeds of Sale	\$39,000.00

Details on back.
Security Features Included

SECURITY
SECURE
SECURE
SECURE

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

Phone (402) 397-6965

Fax (402) 397-0607

December 12, 2011

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

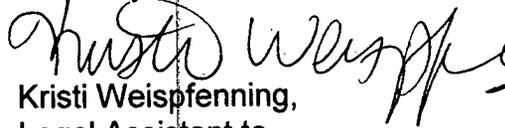
Re: Lot 56, Tiburon Subdivision

Dear Mr. James:

On December 9, 2011, SID 158 sold Lot 56, Tiburon, one of the 73 lots acquired by SID 158 by a deed in lieu of foreclosure. Enclosed is a check in the amount of \$188.83 from Omaha National Title and Escrow Company, Escrow Agent. Please deposit \$188.83 in the General Fund of the District for the proceeds from the sale of Lot 56.

If you should have any questions, please contact me.

Sincerely Yours,



Kristi Weispenning,
Legal Assistant to
Ronald W. Hunter

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

*** REAL ESTATE CLOSING ***

Buyer/Borrower: Prairie Homes, Inc.
Seller: Sanitary and Improvement
Lender: Pinnacle Bank
Property: 17620 Ventana Circle/Omaha NE 68136 /
Settlement Date: December 9, 2011
Disbursement Date: December 9, 2011
Check Amount: \$ 188.83
Pay To: Sanitary and Improvement
For:

Closer/Responsible Party: Jennie

OMAHA NATIONAL TITLE AND
ESCROW COMPANY
REAL ESTATE TRUST ACCOUNT
12100 WEST CENTER ROAD, UNIT 501
OMAHA, NE 68144
(402) 827-9100



Omaha State Bank
12100 West Center Rd. • Omaha, NE 68144
(402) 333-9100
Phone-A-Bank 24-Hour Banking (402) 333-9109
www.omahastate.com
27-180-1040



105247

ON-015170A

--One Hundred Eighty Eight and 83/100

Dollars

AMOUNT

DATE
December 9, 2011

\$ *****188.83

PAY
TO THE
ORDER
OF
Sanitary and Improvement
11605 Arbor #104
Omaha, NE 68144

Mandy Woodruff
[Signature]
AUTHORIZED SIGNATURE

⑈ 105247 ⑈ ⑆ 104001808 ⑆ 0100977706 ⑈

OMAHA NATIONAL TITLE AND ESCROW COMPANY REAL ESTATE TRUST ACCOUNT

105247

Buyer/Borrower: Prairie Homes, Inc.
Seller: Sanitary and Improvement
Lender: Pinnacle Bank
Property: 17620 Ventana Circle/Omaha NE 68136 /
Settlement Date: December 9, 2011
Disbursement Date: December 9, 2011
Check Amount: \$ 188.83
Pay To: Sanitary and Improvement
For:

Closer/Responsible Party: Jennie

CERTIFICATE TO COUNTY TREASURER AND REQUEST FOR
FUNDS OF THE SANITARY AND IMPROVEMENT DISTRICT NO. 158
OF SARPY COUNTY, NEBRASKA
GENERAL OBLIGATION BONDS SERIES 2009B

COPY

TO: County Treasurer of Sarpy County, Nebraska

The undersigned Paying Agent for bonds of the above stated General Obligation Bonds, SID #158, hereby certifies that funds of said District are needed for payment of interest and principal on bonds of said District as follows: Issued 4/15/2009

PRINCIPAL DUE:	\$30,000.00
INTEREST DUE:	<u>\$230.00</u>
TOTAL DUE:	\$30,230.00

DUE DATE OF THE ABOVE IS: DECEMBER 1, 2011

Please remit your payment via wire or ACH to Great Western Bank as follows:

Great Western Bank
ATTN: Trust Department
Watertown, SD
ABA #091408734
Credit Account #63-6704 for the Trust Department

GREAT WESTERN BANK
Paying Agent

DATE: November 18, 2011

BY: _____
Hema Suresh
Great Western Bank

12/6/2011
08:38:50

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

PAGE: 1

FUND: 8058	SID #158 GENERAL	M-T-D	Y-T-D
10100	- BEGINNING CASH ON HAND	115,452.94	259,158.70
15100	- BEGINNING INVESTMENT ON HAND	0.00	0.00
BEGINNING BALANCE:		115,452.94	259,158.70
TAX RECEIPT COLLECTIONS:			
30136	- 2010 PERSONAL PROPERTY TAX	0.00	397.72
30332	- 2006 REAL ESTATE TAX	3.35	25.51
30333	- 2007 REAL ESTATE TAX	12.00	31.51
30334	- 2008 REAL ESTATE TAX	10.84	28.43
30335	- 2009 REAL ESTATE TAX	9.74	25.47
30336	- 2010 REAL ESTATE TAXES	8.62	158,861.28
TAX RECEIPT TOTALS:		44.55	159,369.92
34401	- HOMESTEAD EXEMP ALLOCATION	0.00	616.18
34601	- MOTOR VEHICLE PRO RATE	0.00	98.12
54001	- MISCELLANEOUS REVENUE	0.00	41,121.22
OTHER RECEIPT TOTALS:		0.00	41,835.52
60000	- DISBURSEMENTS	-101,909.36	-443,589.51
60001	- PROPERTY TAX COMMISSION	-0.89	-3,187.39
10000	ENDING CASH ON HAND	13,587.24	13,587.24
15100	ENDING INVESTMENT ON HAND	0.00	0.00
GRAND TOTALS		13,587.24	13,587.24

12/6/2011
08:39:30

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

PAGE: 1

FUND: 8358	SID #158 BOND	M-T-D	Y-T-D
10100	- BEGINNING CASH ON HAND	1,009,528.96	983,592.57
15100	- BEGINNING INVESTMENT ON HAND	849,930.58	764,653.76
BEGINNING BALANCE:		1,859,459.54	1,748,246.33
TAX RECEIPT COLLECTIONS:			
30136	- 2010 PERSONAL PROPERTY TAX	0.00	539.75
30332	- 2006 REAL ESTATE TAX	4.55	34.63
30333	- 2007 REAL ESTATE TAX	16.30	42.77
30334	- 2008 REAL ESTATE TAX	14.70	38.56
30335	- 2009 REAL ESTATE TAX	13.20	34.55
30336	- 2010 REAL ESTATE TAXES	11.72	215,597.39
TAX RECEIPT TOTALS:		60.47	216,287.65
31701	- SPECIAL ASSESSMENTS	73,101.40	229,504.38
34401	- HOMESTEAD EXEMP ALLOCATION	0.00	836.24
34601	- MOTOR VEHICLE PRO RATE	0.00	133.17
51001	- INTEREST ON INVESTMENTS	0.00	346.24
54001	- MISCELLANEOUS REVENUE	475.00	925.00
OTHER RECEIPT TOTALS:		73,576.40	231,745.03
60000	- DISBURSEMENTS	-302,363.07	-558,093.07
60001	- PROPERTY TAX COMMISSION	-1.21	-4,325.75
60002	- SPECIAL ASSESSMENT COMM	-1,462.03	-4,590.09
59002	- INTERFUND TRANSFER	73,101.40	73,101.40
15100	- INVESTMENTS	0.00	85,276.82
10000	ENDING CASH ON HAND	852,440.92	852,440.92
15100	ENDING INVESTMENT ON HAND	849,930.58	849,930.58
GRAND TOTALS		1,702,371.50	1,702,371.50

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

PAGE: 1

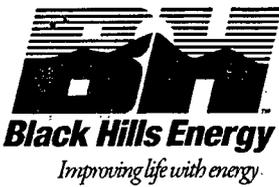
FUND: 8411	SID 158 SERVICE FEE	M-T-D	Y-T-D

10100	- BEGINNING CASH ON HAND	77,144.88	65,354.73
15100	- BEGINNING INVESTMENT ON HAND	0.00	0.00

BEGINNING BALANCE:		77,144.88	65,354.73
TAX RECEIPT COLLECTIONS:			
53050	- USE FEES	2,053.62	13,843.77

OTHER RECEIPT TOTALS:		2,053.62	13,843.77
10000	ENDING CASH ON HAND	79,198.50	79,198.50
15100	ENDING INVESTMENT ON HAND	0.00	0.00

GRAND TOTALS		79,198.50	79,198.50



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.

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, 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.

Save time and money with CheckLINE, a free service that pays your bill automatically from a selected bank account.

Need to start or stop your Black Hills Energy utility service? Help yourself! It's fast and easy at www.blackhillsenergy.com.

SARPY SID 158

Account Number: 0867 6626 56
Amount Now Due: \$22.18
Billing Date: 11/29/11
Please Pay By: 12/19/11

Previous Account Balance		\$22.58
Payments Received		22.58 CR
Prev Utility Due	\$0.00	
Prev Other Due	0.00	
Previous Balance Due		0.00
Fees/Adjustments		0.23
Current Charges		
Gas	\$21.95	
Total This Bill		21.95
New Account Balance		\$22.18

Payment Due Dec 19 \$22.18
Pay \$22.40 after Dec 19
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 0867 6626 56

Payment Due Dec 19 \$22.18
Amount due after Dec 19 \$22.40

Please write this account number on your check.
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



0867662656000000224000000022187305





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 \$358.00

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, 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.

Save time and money with CheckLINE, a free service that pays your bill automatically from a selected bank account.

Need to start or stop your Black Hills Energy utility service? Help yourself! It's fast and easy at www.blackhillsenergy.com.

SARPY SID 158

Account Number: 3340 6759 18
Amount Now Due: \$220.74
Billing Date: 11/29/11
Please Pay By: 12/19/11

Previous Account Balance		\$98.54
Payments Received		98.54 CR
Prev Utility Due	\$0.00	
Prev Other Due	0.00	
Previous Balance Due		0.00
Fees/Adjustments		0.42
Current Charges		
Gas	\$220.32	
Total This Bill		220.32
New Account Balance		\$220.74

Payment Due Dec 19 \$220.74
Pay \$221.65 after Dec 19
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 Dec 19 \$220.74

Please write this account number on your check
Make checks payable to Black Hills Energy. Allow 5 to 7 days for delivery and processing when sending payment by mail.

Amount due after Dec 19 \$221.65

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



3340675918000002216500000220749305



SARPY SID 158

Account Number:

3340 6759 18

Details of your utility service at:

Billing Date:

11/29/11

17504 CORNHUSKER RD

GAS SERVICE (NE051)

Meter Number: BHE139822

Reading 11/28/11 9042

Reading 10/25/11 9034

34 days 8 Hundred Cubic Feet (CCF)

x1.1214 Gas Pressure Factor

x1.0243 BTU Factor

9.19 Therms (Therms)

Your average daily usage was .26 Therms

Last year this period it was .00 Therms

Billing details for 10/25/11 - 11/28/11, 34 days.

Customer Charge	\$18.50
Base Rate 9 therms @ \$0.17245	\$1.55
PGA 9 therms @ \$0.50948, 6/34 days	\$0.81
PGA 9 therms @ \$0.57336, 28/34 days	\$4.25
State Regulatory Assessment	\$0.10
State Sales Tax \$25.21 @ 5.5%	\$1.39
Total charge this service	\$26.60

Fees/Adjustments

Late Payment Charge	\$0.19
Late Payment Charge	\$0.23
Total Fees/Adjustments	\$0.42

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, December 14, 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
 1454975-127

Ad Number 0001454975-01

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	12/7/2011	1	\$10.73
	SNI Legal Papillion-Appears i			



Account Number	Due Date	Total Amount Due
2097155308	Nov 28, 2011	\$3,224.04

Customer Name: SID 158 SARPY
Statement Date: November 8, 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	10-6-11	11-4-11	8091223	188661	192140 Actual	3479	1	kWh	3479

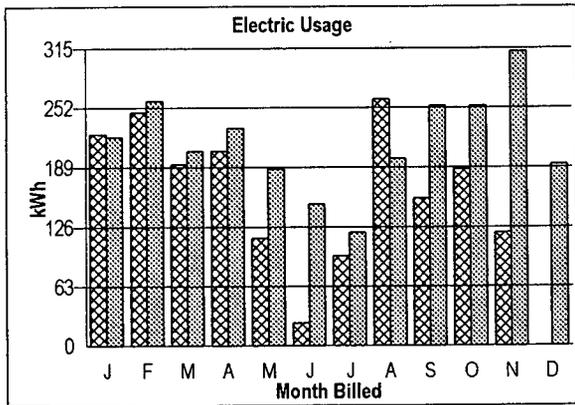
Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2011 ☒	29	3479	119	65	42
2010 ☐	28	8713	311	69	43

Basic Service	11.89
kWh Usage	284.58
Fuel And Purchased Power Adjustment	5.18
Sales Tax	16.59
Total Charges	\$318.24
Previous Balance	3,406.97
Payments Received: 10/28/11	501.17CR
Total Amount Due	\$3,224.04

Late Payment Charge of \$12.73 applies after due date.

Your average daily electric cost was: **\$10.97**



Please return this portion with payment

OPPD plans to issue tax-exempt bonds in November. Visit oppd.com, watch the newspaper or contact your investment broker for more information.

Statement Date: November 8, 2011

Account Number	Due Date	Total Amount Due
2097155308	Nov 28, 2011	\$3,224.04

Late Payment Charge of \$12.73 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	Nov 28, 2011	\$12,394.02

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

Customer Name: SID 158 SARPY
Statement Date: November 8, 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	10-6-11	11-4-11	1315	kWh	\$133.92
10302 S 168 ST, LFT2 OMAHA NE	General Service Non-Demand	10-6-11	11-4-11	197	kWh	\$30.72
10302 S 168 ST, POOL OMAHA NE	General Service Non-Demand	10-6-11	11-4-11	351	kWh	\$44.94
10309 S 180 ST, WELL OMAHA NE	General Service Demand	10-6-11	11-4-11	13268	kWh 38.00	\$941.33
10507 S 179 AVE, LIFT OMAHA NE	General Service Non-Demand	10-6-11	11-4-11	3190	kWh	\$300.88
16800 CORNHUSKER RD, STLT OMAHA NE	Street Light Method 61	N/A	N/A			\$1,675.03
17419 RIVIERA DR, LFT2 OMAHA NE	General Service Non-Demand	10-6-11	11-4-11	96	kWh	\$21.41
17505 RIVIERA DR, WELL OMAHA NE	General Service Non-Demand	10-6-11	11-4-11	6450	kWh	\$496.88
17640 1/2 PRESTWICK AVE OMAHA NE	General Service Non-Demand	10-6-11	11-4-11	287	kWh	\$39.04
17710 PINEHURST AVE, SIGN OMAHA NE	General Service Non-Demand	10-6-11	11-4-11	10	kWh	\$15.98
18000 CORNHUSKER RD, LIFT OMAHA NE	General Service Non-Demand	10-6-11	11-4-11	193	kWh	\$30.36
9494 S 175 CIR, LIFT OMAHA NE	General Service Non-Demand	10-6-11	11-4-11	94	kWh	\$21.22
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			\$1,878.33

2

Please return this portion with payment

OPPDU plans to issue tax-exempt bonds in November. Visit oppd.com, watch the newspaper or contact your investment broker for more information.

Statement Date: November 8, 2011

Account Number	Due Date	Total Amount Due
9063100050	Nov 28, 2011	\$12,394.02

Late Payment Charge of \$233.83 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





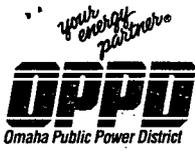
Account Number	Due Date	Total Amount Due
9063100050	Nov 28, 2011	\$12,394.02

Customer Name: SID 158 SARPY
Statement Date: November 8, 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	10-6-11	11-4-11	231 kWh	34.00	\$199.41

Total Charges	\$5,845.42
Previous Balance	13,948.63
Payments Received: 10/28/11	<u>7,400.03CR</u>
Total Amount Due	\$12,394.02

Late Payment Charge of \$233.83 applies after due date.



Account Number	Due Date	Total Amount Due
9063100050	Nov 28, 2011	\$12,394.02

Customer Name: SID 158 SARPY
Statement Date: November 8, 2011

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

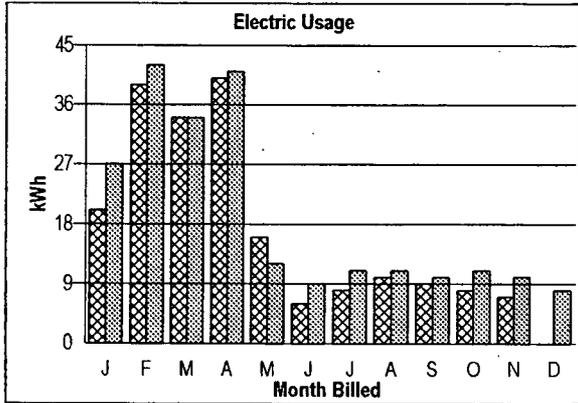
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier	kWh	
General Service Non-Demand	10-6-11	11-4-11	7249880	23540	23737 Actual	197	1	kWh	197

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2011 <input checked="" type="checkbox"/>	29	197	6	65	42
2010 <input type="checkbox"/>	28	292	10	69	43

Basic Service	11.89
kWh Usage	16.94
Fuel And Purchased Power Adjustment	0.29
Sales Tax	1.60
Total Charges	\$30.72

Your average daily electric cost was: \$1.06





Account Number	Due Date	Total Amount Due
9063100050	Nov 28, 2011	\$12,394.02

Customer Name: SID 158 SARPY
Statement Date: November 8, 2011

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

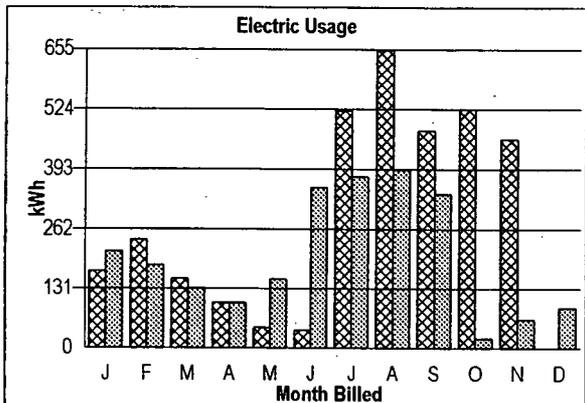
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier		
General Service Demand	10-6-11	11-4-11	8091421	460651	473919 Actual	13268	1	kWh	13268
Billing Demand								KW	38.00

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2011 ☒	29	13268	457	65	42
2010 ☐	28	1777	63	69	43

Actual Demands	38.19KW	0.00KVA	100.00%PF
Basic Service		17.39	
Demand Revenue		177.46	
kWh Usage		677.64	
Fuel And Purchased Power Adjustment		19.77	
Sales Tax		49.07	
Total Charges		\$941.33	

Your average daily electric cost was: \$32.46





Account Number	Due Date	Total Amount Due
9063100050	Nov 28, 2011	\$12,394.02

Customer Name: SID 158 SARPY
Statement Date: November 8, 2011

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

Billing Period From 10-10-2011 To 11-08-2011 @29 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$1,579.41	\$8.30	\$1,675.03

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

Sales Tax	87.32
Total Charges	<u>\$1,675.03</u>



Account Number	Due Date	Total Amount Due
9063100050	Nov 28, 2011	\$12,394.02

Customer Name: SID 158 SARPY
Statement Date: November 8, 2011

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

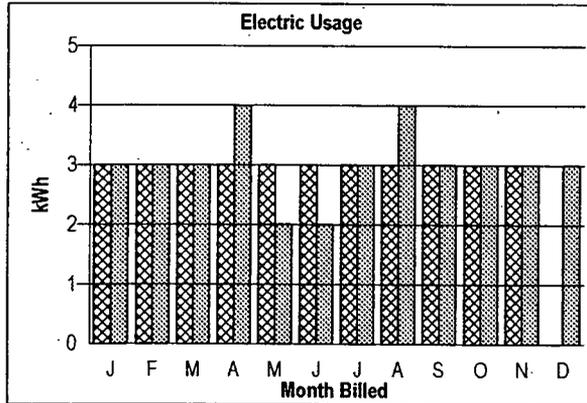
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier		
General Service Non-Demand	10-6-11	11-4-11	6253082	4474	4570 Actual	96	1	kWh	96

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2011 ☒	29	96	3	65	42
2010 ☒	28	80	2	69	43

Basic Service	11.89
kWh Usage	8.26
Fuel And Purchased Power Adjustment	0.14
Sales Tax	1.12
Total Charges	\$21.41

Your average daily electric cost was: **\$0.74**





Account Number	Due Date	Total Amount Due
9063100050	Nov 28, 2011	\$12,394.02

Customer Name: SID 158 SARPY
Statement Date: November 8, 2011

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

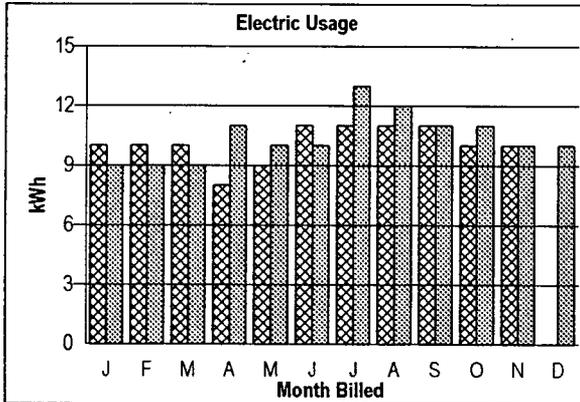
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier		
General Service Non-Demand	10-6-11	11-4-11	6843879	18428	18715 Actual	287	1	kWh	287

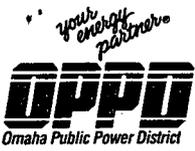
Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2011 ☒	29	287	9	65	42
2010 ☐	28	284	10	69	43

Basic Service	11.89
kWh Usage	24.68
Fuel And Purchased Power Adjustment	0.43
Sales Tax	2.04
Total Charges	\$39.04

Your average daily electric cost was: \$1.35





Account Number	Due Date	Total Amount Due
9063100050	Nov 28, 2011	\$12,394.02

Customer Name: SID 158 SARPY
Statement Date: November 8, 2011

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

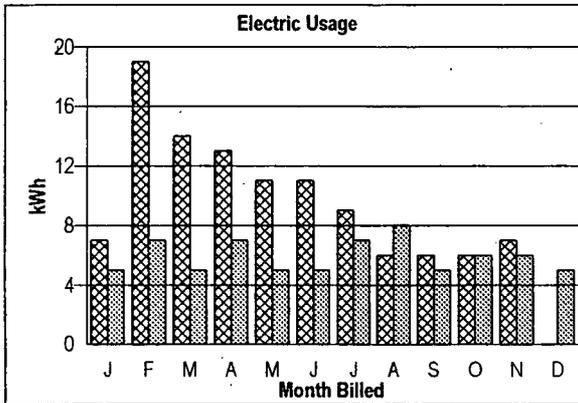
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier	kWh	
General Service Non-Demand	10-6-11	11-4-11	5491519	10952	11145 Actual	193	1	kWh	193

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2011 ☒	29	193	6	65	42
2010 ☒	28	158	5	69	43

Basic Service	11.89
kWh Usage	16.60
Fuel And Purchased Power Adjustment	0.29
Sales Tax	1.58
Total Charges	\$30.36

Your average daily electric cost was: \$1.05





Account Number	Due Date	Total Amount Due
9063100050	Nov 28, 2011	\$12,394.02

Customer Name: SID 158 SARPY
 Statement Date: November 8, 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	0.09
Fuel And Purchased Power Adjustment	0.00
Minimum Charge	3.16
Sales Tax	0.83
Total Charges	\$15.97



Account Number	Due Date	Total Amount Due
9063100050	Nov 28, 2011	\$12,394.02

Customer Name: SID 158 SARPY
Statement Date: November 8, 2011

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

Billing Period From 10-10-2011 To 11-08-2011 @29 Days

Rate	Method No.	Number of Lamps	Price per Lamp	Usage			Sub-Total Amount per Rate
				Current Amount	Fuel and Purchased Power Adjustment	Total Usage Amount	
SL61	61211	104	\$17.03	\$1,771.12			
SL61					9.29	1,771.12	\$1,878.33

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

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

Invoice No. 100259 12-03-11
 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, 01-03-12

Quant	Item No.	Item Description	Unit Price	Extension
4	TIBPWS	LASTMONTH - COMMUNITY WATER WELL OPERATING FEE	950.00	\$3800.00
17	HRS	EXTRAORDINARY SERVICE HOURS	52.00	884.00
1		MATERIALS, SUPPLIES, POSTAGE	18.80	18.80
4		WEEKLY MICROBIAL MANHOLE (2) DOUSING - SID158	176.00	704.00
1		VERIZON DIAL OUT TELEALARMS: 4 WELLHOUSES	72.00	72.00
4		PIII FLOW RECORDER CPU	83.00	332.00
7		UNCLOG MANHOLE SEWER LINE	100.00	700.00

--> Note: SIGNIFICANT EVENTS: WELL 5 SETUP VFD SKIP FREQUENCY TO
 ELIMINATE SHUDDER. SHUTDOWN WELL 2 DURING GEOTHERMAL WELL
 INSTALL ON 176TH ST. SUBSTANTIAL MANHOLE CLOGS X 7 BROKE UP
 AND FLUSHED WITH FIREHOSING.

Subtotal \$6,510.80
 *Sales Tax: NOT APPLICABLE .00
 TOTAL AMOUNT DUE \$6,510.80

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

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
PAPILLION, NE 68046

ANALYTICAL RESULTS QUALIFIERS

Workorder: Profile: Routine, Routine

Lab ID: 142407 Date Received: 11/9/2011 Matrix: Water
Sample ID: 142407 Date Collected: 11/8/2011 11:52
Sampled By: SYSLO, D Date Reported: 11/10/2011
Location: Z1 SA 10509 S 176TH

Parameters	Results	Units	Qual	Report Limit	MCL	Analyzed	By
Analytical Method: SM 9223B - Colilert							
Total Coliform	Total coliform absent, meets bacteriological standards	cfu/100 ml		0		11/10/2011	TSW
E.coli	E. coli absent	cfu/100 ml		0		11/10/2011	TSW

SAMPLE COMMENTS:

[1] Monthly Rt. Total Coliform CL, Nov 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
PAPILLION, NE 68046

ANALYTICAL RESULTS QUALIFIERS

Workorder: Profile: Routine, Routine

Lab ID: 142408 Date Received: 11/9/2011 Matrix: Water
Sample ID: 142408 Date Collected: 11/8/2011 11:42
Sampled By: SYSLO, D Date Reported: 11/10/2011
Location: Z2 SC 10025 #1 168 &

Parameters	Results	Units	Qual	Report Limit	MCL	Analyzed	By
Analytical Method: SM 9223B - Colilert							
Total Coliform	Total coliform absent, meets bacteriological standards	cfu/100 ml		0		11/10/2011	TSW
E.coli	E. coli absent	cfu/100 ml		0		11/10/2011	TSW

SAMPLE COMMENTS:

[1] Monthly Rt. Total Coliform CL, Nov 2011*

TIBURON COMMUNITY WELL WATER PERIODIC REPORT

for the period: 11,2011

Generated: 11/30/2011
 THIS PERIOD LAST PERIOD

	THIS PERIOD	LAST PERIOD
WELL#1 (CORNHUSKER) KGALS USAGE..	0	0
WELL#2 (176TH ST) KGALS USAGE....	2117	2425
WELL#3 (FAIRWAY) KGALS USAGE.....	0	1588
WELL#4 (180TH ST) KGALS USAGE....	2152	7799
WELL#5 (CORNHUSKER) KGALS USAGE....	417	2053
WELL#1 (CORNHUSKER) GENERATOR HRS.	N/A	N/A
WELL#2 (176TH ST) GENERATOR HRS.	1.2	1
WELL#3 (FAIRWAY) GENERATOR HRS.	.9	1.7
WELL#4 (180TH ST) GENERATOR HRS.	1.66	1.34
WELL#5 (CORNHUSKER) GENERATOR HRS.	N/A	N/A
WELL#1 DRAWDOWN FEET.....	0	0
WELL#1 VFD PUMP STARTS.....	0	0
WELL#2 DRAWDOWN FEET.....	0	0
WELL#2 VFD PUMP STARTS.....	3780	1318
WELL#3 DRAWDOWN FEET.....	0	0
WELL#3 VFD PUMP STARTS.....	0	0
WELL#4 DRAWDOWN FEET.....	0	0
WELL#4 VFD PUMP STARTS.....	2055	720
WELL#5 DRAWDOWN FEET.....	0	0
WELL#5 VFD PUMP STARTS.....	2697	1239
EAST BULK METER KGAL USAGE	89	295
WEST BULK METER KGAL USAGE	1102	2340
E+W SID158 BULK METER KGAL USAGE ...	1191	2635
CAR WASH METER KGAL USAGE	76	98
STRIPMALL SPRINKLER METER KGAL USAGE	0	0
STRIPMALL REGULAR METER KGAL USAGE ..	30	36
KUM & GO TOP METER KGAL USAGE	97	91
KUM & GO BOTTOM METER KGAL USAGE	10	0
TOTAL WATER KGAL USAGE THIS MONTH	4680	13857
TOTAL WATER KGAL USAGE PER DAY...	156	447

=====

SID192 TIBURON SOUTH COMMUNITY WELL WATER PERIODIC REPORT

for the period: 11,2011

Generated: 11/30/2011

	THIS PERIOD	LAST PERIOD
WELL#3 (FAIRWAY) KGALS USAGE.....	0	1588
WELL#3 (FAIRWAY) GENERATOR HRS...	.9	1.7
WELL#3 DRAWDOWN FEET.....	0	0
HYDRANT A8 KGALLON OVERFLOW	0	-9176.403
E+W SID158 BULK METER KGAL USAGE ...	1191	2635
WELL#3 NET KGALLONS	0	
SID192 GRACE WATER @ 113 meters....	0	



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

ACCOUNT NO. 3050-30012002-001
INVOICE NO. 2323064
STATEMENT DATE 12/01/11
DUE DATE 12/20/11
BILLING PERIOD 11/01/11 - 11/30/11

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	\$ 4,972.16
11/23/11	Payment Thank You! 65903	\$ 4,972.16
	Total Payments And Credits	\$ 4,972.16
	Service Location Acct #30012002-001	
11/30/11	Residential Svc 1 Cart 11/01/11-11/30/11	\$ 4,961.28
	Location Totals	\$ 4,961.28
	Service Location Acct #30012002-005	
11/30/11	Standard Charge 11/01/11-11/30/11	\$ 10.88
	Location Totals	\$ 10.88
	Current Charges And Fees	\$ 4,972.16
	Total Due	\$ 4,972.16



Please visit our website at www.Papillion-Sanitation.com to view your 2012 Recycling Calendar.

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. 2323064
STATEMENT DATE 12/01/11
DUE DATE 12/20/11
PAY THIS AMOUNT 4,972.16

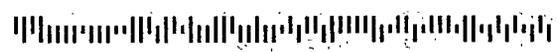
WRITE IN AMOUNT PAID \$

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

AV 01 008037 94346E 26 A**5DGT
|||||

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

MAIL PAYMENT TO:
PAPILLION SANITATION
A WASTE CONNECTIONS COMPANY
PO BOX 660177
DALLAS TX 75266-0177



3050 00000030012002-0016 000049721602323064 9



Invoice

Invoice 420906
Date 12/1/2011
Client NE3120787
NIS Acct # 598258
PO

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

INVOICE TOTAL \$20.00
DUE DATE 12/31/2011

CC

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

Description	Qty	Unit Price	Extended Price
Coliform by Colilert	2	\$10.00	\$20.00

INVOICE TOTAL \$20.00

Charge Details for Invoice 420906, NIS Acct # 598258, PO #

Lab ID/Sample ID	Collected	Location	Collector	Charge
142407/142407	11/8/2011 11:52	Z1 SA 10509 S 176TH	SYSLO, D	
Coliform by Colilert				\$10.00
Routine			Sub Total	\$10.00
142408/142408	11/8/2011 11:42	Z2 SC 10025 #1 168 &	SYSLO, D	
Coliform by Colilert				\$10.00
Routine			Sub Total	\$10.00

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.

The Nebraska Public Health Environmental Laboratory has provided you or your facility with water testing services as requested. The laboratory is funded solely by the fees collected from each facility or individual using these services and is not subsidized by state tax funds. In order to continue to provide this testing service to you or your facility, we must receive timely payment of your invoices. Please submit a payment for your invoice within 30 days of receipt or contact the lab at 402-471-8426 to set up a payment plan.

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



Thompson, Dreesen & Dorner, 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
 MR. RON HUNTER
 11605 ARBOR STREET, SUITE 104
 OMAHA, NE 68144

Invoice number 92780
 Date 11/30/2011
 Project 1592-103 SID #158 (TIBURON)
 MISCELLANEOUS SERVICES, 2010-
 CURRENT

Professional Services from October 17, 2011 through November 13, 2011

Attend Board of Trustees Meeting	\$105.00
Communicate Information Regarding Prestwick Drainage	\$315.00
Prepare Request for Sanitary Sewer Cleaning	\$229.20

Description	Current Billed
Engineering Services	649.20
Total	649.20

Invoice total 649.20

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
92780	11/30/2011	649.20	649.20				
	Total	649.20	649.20	0.00	0.00	0.00	0.00

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



Thompson, Dreesen & Dornier, 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
 MR. RON HUNTER
 11605 ARBOR STREET, SUITE 104
 OMAHA, NE 68144

Invoice number 92781
 Date 11/30/2011

Project 1592-105 SID #158 (TIBURON) 178TH
 STREET PARK

Professional Services from October 17, 2011 through November 13, 2011

Description	Current Billed
Surveying Services - Complete Tiburon Replat 10 Final Plat	692.10
Total	692.10

Invoice total 692.10

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
92781	11/30/2011	692.10	692.10				
	Total	692.10	692.10	0.00	0.00	0.00	0.00

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



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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
 MR. RON HUNTER
 11605 ARBOR STREET, SUITE 104
 OMAHA, NE 68144

Invoice number 92782
 Date 11/30/2011

Project 1592-900 SID #158 (TIBURON) ONE
 CALL MEMBER AGREEMENT

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

48 - One Call Responses \$1,200.00

Locate Storm Sewer \$ 40.50

Description	Current Billed
One Call Responses and Storm Sewer Locate for the Month of October, 2011	1,240.50
Total	1,240.50

Invoice total 1,240.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
92782	11/30/2011	1,240.50	1,240.50				
	Total	1,240.50	1,240.50	0.00	0.00	0.00	0.00

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

December 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

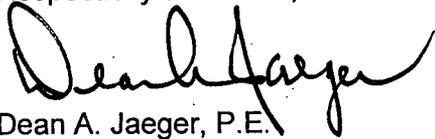
RE: Traffic Control Device Maintenance
1592-103.34

Board Members:

Enclosed please find Invoice No. 11-123 from Stanek Construction Company in the amount of \$85.00 for repairing the "No Outlet" sign located on Riviera Drive, east of 176th Street. We had received a complaint from a resident that the sign was leaning over the sidewalk and was becoming a hazard to walkers.

We recommend that payment be made directly to Stanek Construction Company.

Respectfully submitted,



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

DAJ/bam

Enclosure

cc: Stanek Construction Company

Stanek Construction Company

16425 Pasadena Circle
Omaha, Nebraska 68130
Phone: 402-253-4268

Invoice Number: 11-123

December 4, 2011

Board of Directors SID 158 – Tiburon
c/o Thompson, Dreessen and Dorner, Inc.
10836 Old Mill Road
Omaha, NE 68154

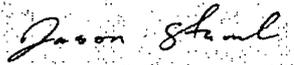
Board Members,

I am submitting this invoice for work completed in SID 158 of Sarpy County. The work consisted of the following:

1. Install new 4-foot anchor post for "No Outlet" sign located on Riviera Drive, east of 176th Street. The existing post had been struck by a vehicle and was bent.

Due This Invoice: \$85

Thank you,



Jason Stanek

Swift Green Lawn Care

P.O. Box 4743
Omaha, NE 68104

Phone # 402-672-8877 Swiftgreen@cox.net

Statement

Date
10/31/2011

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

Amount Due
\$126.00

Date	Transaction	Amount	Balance
09/30/2011	Balance forward		761.00
10/07/2011	INV #5277.	42.00	803.00
	— Mowing \$42.00		
	— Tax: Sales Tax @ 7.0% = 0.00		
10/13/2011	INV #5303.	42.00	845.00
	— Mowing \$42.00		
	— Tax: Sales Tax @ 7.0% = 0.00		
10/20/2011	INV #5326.	42.00	887.00
	— Mowing \$42.00		
	— Tax: Sales Tax @ 7.0% = 0.00		
10/24/2011	PMT #5682.	-228.00	659.00
10/31/2011	PMT #5696.	-533.00	126.00

Please detach this section and remit with payment.

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

Due Date
11/30/2011

Amount Enc.

Amount Due
\$126.00

CITY OF OMAHA

1819 Farnam St. Billing Div.
Omaha, NE 68183

Contact: (402) 444-5453

Date 09-DEC-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: 78789

Terms: 30 NET

Total Due: 12,022.73

PLEASE RETURN TOP PORTION WITH REMITTANCE

Item No.	DESCRIPTION	QTY	UOM	TAX	UNIT PRICE	EXTENDED PRICE
1	SEWER BILLING SEPT 2011 - TIBURON	1	1		6,676.03	6,676.03
2	SEWER BILLING OCT 2011 - TIBURON	1	1		5,346.70	5,346.70
SPECIAL INSTRUCTION			DUE DATE		TOTAL DUE	
			78789 08-JAN-12		12,022.73	

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



Statewide
1-800-331-5666
 Metro Omaha
344-3565

www.ne-diggers.com Nationwide Dial 811

BILL TO:

SID 158 SARPY COUNTY

RON W HUNTER
11605 ARBOR ST
SUITE 104
OMAHA NE 68144

INVOICE DATE: 11/1/2011

FOR MONTH BEGINNING: 10/1/2011

INVOICE# 1011SD158

PO#:

(Fold line)

<i>SID158SP1</i>	Ticket Type	Quantity	Amount	Total
	Meet Requested	1	\$1.72	\$1.72
	Locate Request	53	\$1.72	\$91.16
	Emergency Locate	1	\$2.55	\$2.55
	Terminal Total	55		\$95.43

Member Billing Subtotal: 55 \$95.43

Nebraska One Call Board Surcharge (.04 per ticket): \$2.20

Total Current Invoice Amount: \$97.63

Previous Balance: (\$4.35)

TOTAL BALANCE DUE: \$93.28

Please pay "total balance due" minus any payments not yet applied. Thank you.

(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.

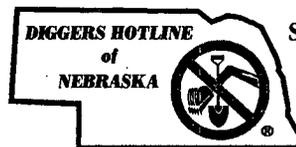
Terms: Net 30 days	Over 30 Day	Over 60 Day	Over 90 Day	Over 120 Day
	\$65.12	(\$69.47)	\$0.00	\$0.00

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

Make checks payable to:		Great Plains One Call Services, Inc.	
IMPORTANT SEND ALL PAYMENTS TO:		P.O. Box 102721 Atlanta GA 30368-2721	
From: SID 158 SARPY COUNTY	Invoice Number	<input type="text"/>	
Invoice: 1011SD158	Current Invoice:	\$97.63	Amount Enclosed
Code: SD158	Total Amount due:	\$93.28	<input type="text"/>

Please return this portion of the bill with your remittance to the address indicated in this box.. Thank You.

Return address (NOT PAYMENT ADDRESS):
Great Plains One-Call Service, Inc.
 4141 N 156 St
 Omaha, NE 68116



Statewide
1-800-331-5666
 Metro Omaha
344-3565

www.ne-diggers.com Nationwide Dial 811

BILL TO:

SID 158 SARPY COUNTY

RON W HUNTER

11605 ARBOR ST

SUITE 104

OMAHA

NE 68144

INVOICE DATE: 12/1/2011

FOR MONTH BEGINNING: 11/1/2011

INVOICE# 1111SD158

PO#:

(Fold line)

<i>SID158SP1</i>	Ticket Type	Quantity	Amount	Total
	Locate Request	20	\$1.72	\$34.40
	Terminal Total	20		\$34.40

Member Billing Subtotal: 20 \$34.40

Nebraska One Call Board Surcharge (.04 per ticket): \$0.80

Total Current Invoice Amount: \$35.20

Previous Balance: \$93.28

TOTAL BALANCE DUE: \$128.48

(Amounts in () are credit amounts)

****IMPORTANT** SEND PAYMENTS TO: P.O. Box 102721 Atlanta GA 30368-2721 **IMPORTANT****

Terms: Net 30 days Over 30 Day Over 60 Day Over 90 Day Over 120 Day
 \$97.63 \$65.12 (\$69.47) \$0.00

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

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

Make checks payable to: Great Plains One Call Service, Inc.

****IMPORTANT** SEND PAYMENTS TO: P.O. Box 102721 Atlanta GA 30368-2721 **IMPORTANT****

From: SID 158 SARPY COUNTY

Invoice Number

Invoice: 1111SD158

Current Invoice: \$35.20

Amount Enclosed

Code: SD158

Total Amount due: \$128.48

Please return this portion of the bill with your remittance to the address indicated in this box.. Thank You.

C & C Custom Cutting, LLC

Invoice

16721 Woodland Drive
 Omaha, NE 68136
 (402) 689-5686

Bill To:
Allen Marsh SID #158 9811 Hazeltine Avenue Omaha, NE 68136

Date	Invoice No.	P.O. Number	Terms	Project
11/18/11	541		Due on receipt	

Item	Description	Quantity	Rate	Amount
Tractor Mowing	Mowing Undeveloped Lots @ Tiburon (Oct 19, 2011)	51	17.25	879.75
Trim Work	Trim Work	1	145.00	145.00
Trim Work	Mowing Around Trees	1	145.00	145.00
Loader Work	Releveling of Lots 165	1	35.00	35.00
Loader Work	Releveling of Lot 135	1	75.00	75.00
Loader Work	Releveling of Lot 322	1	50.00	50.00
			Total	\$1,329.75

HOMETOWN ROOFING, INC.

13316 Millard Ave.
 Omaha, NE 68137
 402-896-3639
 sales@hometownroofing.com

Job # 11-378
Date November 21, 2011

INVOICE**Bill To:**

Pat Lichter
 Tiburon SID 158
 9913 So. 176th St.
 Omaha, NE 68136

Job Site Location/Address:

Well House Roof
 176th St. (Off Cornhusker)

Job # 11-378	Terms Upon Completion	Sales Rep Jack/Jim	Purchase Order	Date Completed November 17, 2011
------------------------	---------------------------------	------------------------------	-----------------------	--

Repair/Service Description	Amount
Replace hip & ridge on well house	\$ 650.00
<p>Please make check(s) payable to: Hometown Roofing, Inc.</p> <p>Invoices to be Paid Upon Receipt</p> <p>All PAST DUE accounts are subject to 1.63% monthly finance charge</p>	
Work Completed By Paul	Total \$ 650.00

Terms: Payment for goods and services due upon completion. Master Card/Visa/Discover accepted. If work is the result of an insurance claim, file a copy of this invoice with your insurance agent.

0-30 days	31-60 days	61-90 days	over 90 days	Total
\$ 650.00				\$ 650.00
Please Enclose Copy of Invoice with Remittance				



(This form is complete if Option A or C was selected)

PROPERTY INSPECTION(S) NOTIFICATION ADDENDUM - Page 2

SELLER RESPONSE TO OPTION B REQUESTS (IF APPLICABLE):

SELLER notifies Buyer that in response to Buyer's Option B requests Seller:

_____ Declines to take the requested action and unless Buyer accepts the Property "As Is" by the date calculated in the Purchase Agreement, this Purchase Agreement shall become null and void within 48 (or _____) hours of delivery of this notice to Buyer (or Buyer's representative)

_____ Agrees to take the actions requested by Buyer

Proposes to take the following action in response to Buyer's Requests (1) Caulk Stone veneer mortar as directed by "Regency" the builder. (2) Agree to everything else except roof items pending a bid from the contractor

Date/time: 11-27-11

Date/time: 11-28-11

Seller: [Signature]

Seller: [Signature]

[Addendum Complete if Seller Declines and Buyer does not elect to take "As Is", OR if Seller agrees to take all action requested by Buyer]

BUYER RESPONSE TO SELLER'S PROPOSED ACTIONS

_____ Buyer accepts Seller's proposed actions as satisfactory.

_____ Buyer rejects Seller's proposed actions as unsatisfactory. This Purchase Agreement is null and void and Buyer is entitled to return of earnest money.

Date/time: _____

Date/time: _____

Buyer: _____

Buyer: _____

BUYER RESPONSE TO SELLER'S DECLINATION

_____ Buyer withdraws all requests for Seller to take action and elects to take the Property "as is", in the condition it was in at the time of the Purchase Agreement effective date.

Date/time: _____

Date/time: _____

Buyer: _____

Buyer: _____

PAYMENT RECOMMENDATION No. 2 (FINAL) 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

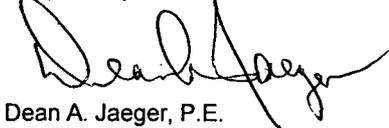
ORIGINAL CONTRACT AMOUNT: \$ 63,937.00

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATION: \$ 101,574.52

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
SUBTOTAL				102,314.55
Additions:				
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
Total Additions				\$ 4,606.00
TOTAL				\$ 106,920.55
Less 5% Retainage				
Less Previous Payments				\$ 101,574.52
AMOUNT DUE CONTRACTOR				\$ 5,346.03

We recommend that payment in the amount of \$ 5,346.03 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.

RONALD W. HUNTER

Attorney at Law

11605 Arbor Street, Suite 104

Omaha, NE 68144

e-mail: rwhe@hunterlaw.omhcoxmail.com

Telephone: (402) 397-6965

Fax: (402) 397-0607

December 13, 2011

Sanitary and Improvement District No. 158

c/o 11605 Arbor Street, Suite 104

Omaha, NE 68144

Re: Sanitary and Improvement District No. 158

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For legal services performed re: general services from 11-09-11
through 12-13-11.

(See Attached Schedule of Services)

32.30 hours x \$150.00 per hour = \$4,845.00

TOTAL AMOUNT DUE \$4,845.00

SCHEDULE OF SERVICES FOR SID 158

11/09/11	Attended Board of Trustees meeting.	1.90
11/13/11	Prepared minutes, supporting documents and warrants of last meeting.	1.50
11/15/11	Final review of minutes. Made copies and mailed to the Chairman and accountants. Mailed executed warrants to payees.	2.10
11/23/11	Wrote letter to Rich James depositing \$300.68 in the in the Service Fee Fund from Tiburon Village Small Shops.	0.60
11/28/11	Prepared notice of next meeting to Trustees, Gerry Gutoski, engineers, Diane Alderson.	0.90
11/29/11	Reviewed the various problems with the defect in the Fairway Pointe 3 plat and the defect. Reviewed the various solutions, correspondence, and file to solve the problem. Prepared for the next step to find the missing second page to the final plat in the Sarpy County courthouse and include with the first page of the plat, studied the TD2 plat of Tiburon which shows the property in the SID. Wrote a letter to Omaha Title to get the names of all the property owners whose properties will be annexed to SID 158.	5.30
12/02/11	Wrote letter to Rich James depositing \$26,480.89 in the Construction Fund and depositing \$2,519.11 in the General Fund from the proceeds from the sale of Lot 384. Wrote a letter to Rich James depositing \$39,000.00 in the General Fund of the District for the proceeds from the sale of a lot.	0.80
12/05/11	Preparation of opinion for the annual audit. Call to Jill Kussman at Omaha Title regarding the location of the second page to the plat of Fairway Pointe 3 in the Sarpy County courthouse. Worked on the problem.	2.40
12/06/11	Went over to Sarpy County to the Register of Deeds office to verify that there was a second page. Came back to office and started working on an affidavit to correct the problem. Wrote a letter to Jill Kussman of Omaha Title in an attempt to get a readable Page 2. Worked on other ways to prove that the Sarpy County Planning Commission and the Sarpy County Board had approved the plat of the subdivision, such as minutes of the two bodies, if no legible page 2 can be found.	4.10
12/07/11	Attempted to read the approval of the Sarpy County Board. Lengthy call to the Register of Deeds of Sarpy County to determine if it could enlarge the type on Page 2 of the plat of Fairway Pointe 3. Learned it was approved by the County Board in 2004. Searched the Internet and found the minutes of the Sarpy County Board for the meeting on July 13, 2004 which showed that the plat of Fairway Pointe 3 was approved by the County Board on July 13, 2004 and printed out a copy of the minutes.	3.20
12/08/11	Call from the Register of Deeds office of Sarpy County regarding dates the	

plat was approved by Board of Planning Commissioners. Call from Jill Kussman of Omaha Title who was emailing minutes of Planning Commission. **0.80**

12/12/11 Went over to the Sarpy County Register of Deeds Office and got an enlarged copy of Page 2 of the plat showing the approval of the Planning Board and County Board. Prepared a first draft of an affidavit to straighten out the problem. Wrote letter to Rich James depositing \$188.83 in the General Fund of the District for proceeds from the sale of Lot 56. Prepared End of Year Statement to be filed with the Sarpy County Register of Deeds. **4.60**

12/13/11 Worked on financial statements. Prepared Agenda for next meeting of the Board. Reviewed documents regarding Singer lawsuit. **4.10**

Total

32.30



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November 18, 2011

Hunter Law Office
ATTN: Ronald W. Hunter
11605 Arbor St., Suite 104
Omaha, NE 68144

RE: Sanitary and Improvement District #158, Series 2009B
Account #6819

Dear Mr. Hunter:

Fee billing for services rendered as Registrar and Paying Agent:
FOR PERIOD OF: OCTOBER 16, 2011 THROUGH DECEMBER 1, 2011

MINIMUM BOND FEE:

\$62.50

EXTRAORDINARY FEE:

TOTAL FEE DUE:

\$62.50

Please remit your check payable to Great Western Bank, ATTN: Trust Department, 9290 W. Dodge Rd, Ste 202, Omaha, NE 68114. If you have any questions feel free to call us at (402) 554-7345.

Sincerely,

Ted L. Hall, J.D.

VP & Trust Officer

Wealth Management Division