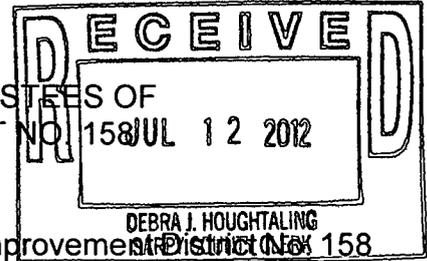


MINUTES OF MEETING OF BOARD OF TRUSTEES OF
SANITARY AND IMPROVEMENT DISTRICT NO. 158
OF SARPY COUNTY, NEBRASKA



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 June 13, 2012 at 9915 South 148th Street, Omaha, Nebraska. Present were the following Trustees: David A. Christensen, Patrick S. Lichter, Larry Hammer, and Allen Marsh. Absent was the following Trustee: Paul R. Stoupa. Present by invitation were Ronald W. Hunter, attorney for the District; Kristi Weispfenning, his assistant; Gerry Gutoski of Field R & D; Diane Alderson of the Tiburon Pool; and Dean Jaeger of Thompson, Dreessen and Dorner, Inc., engineers for the District. Also present were Mike Shoader and Sam Swartz, both with Premier Waste Solutions; and Lindsay Harry and Jessy Dopke, both of Papillion Sanitation. The following were the taxpayers living in the District who were present: Bob Chalupa and Dale Marples. Notice was given in advance thereof by publication in the Papillion Times on May 2, 2012, a copy of the Proof of Publication being attached to these Minutes. Notice of the meeting was given to all members of the Board of Trustees, a copy of their Acknowledgment of Receipt of Notice being attached to these minutes. Availability of the Agenda was communicated in the published Notice and in the Notice to the Trustees of the meeting. All proceedings of the Board were taken while the convened meeting was held open to the attendance of the public.

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

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

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

The Chairman stated the first order of business was an update from Diane Alderson regarding the Tiburon Pool. Ms. Alderson stated that the State requirements for lifeguards changed this year which requires the lifeguards to be re-certified annually. The swimming pool was closed down for approximately an hour and all of the Tiburon Pool life guards are scheduled to be re-certified on Thursday. Ms. Alderson also reported that the pool currently has 174 non resident memberships, 135 resident memberships and 82 swim team members.

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

The Chairman stated the next order of business was to consider adopting a Resolution of Necessity for Waste Collection-2012 at a total estimated project cost of \$310,500.00. The Chairman presented for the Board's consideration a Proof of Publication

of the Resolution of Necessity. The Proof of Publication is attached to these minutes, together with certification of posting said Resolution in three (3) conspicuous places within the District's boundaries, all as authorized by the Board of Trustees at its meeting held on May 9, 2012. The Clerk certified to the Board that no petition signed by owners of property within the District was filed with the Clerk prior to the date of the meeting and no one at said meeting made any objections to said improvements. Further, the Clerk certified that no notice was given to non-residents of Sarpy County, Nebraska owing property within the District since all of said costs will be the general obligation of the District and none of it will be specially assessed. After a full and complete discussion, the following Resolution was proposed by Trustee Hammer and seconded by Trustee Lichter, to-wit:

RESOLVED, that the Resolution of Necessity for the District to perform Waste Collection-2012 services, in Tiburon, a subdivision in Sarpy County, Nebraska, located within the boundaries of the District, at a total estimated project cost of \$310,500.00 is hereby approved and adopted.

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

The Chairman stated the next order of business was to consider awarding the contract for Waste Collection-2012. Mr. Jaeger stated that Premier Waste Solutions submitted the low bid of \$180,394.20, or \$9.73 per house. Mr. Jaeger stated the second low bid was submitted by Papillion Sanitation with a bid amount of \$185,029.20, or \$9.98 per house. Mr. Jaeger stated that the original bid documents specified 504 units. An addendum, which increased the unit number to 515, was mailed to all firms which picked up plans and specifications. When the bids were received Premier used a unit number of 504 units and stated it did not receive notification of the increased unit amount. The bid submitted by Premier was recalculated to include 515 units.

Premier Waste Solutions submitted documents which provided a history of the firm. Papillion Sanitation also provided documents regarding details of the services which it provides to customers. In addition to the base requirements SID 158 required in the specifications, Papillion Sanitation stated that it provided a rewards program for recyclable, glass is in recyclables and its containers are larger. It was explained that the additional services by Papillion Sanitation can not be used as a determination for accepting the higher bid. After a lengthy discussion, the Trustees agreed that Mr. Hunter should study the Nebraska State Statutes and case law regarding the details of this issue. It was also agreed that Mr. Jaeger would obtain references from Premier Waste Collection in an attempt to determine it to be a responsible bidder.

At this point in the meeting the representatives from Premier Waste Solutions and Papillion Sanitation left the meeting.

The Chairman stated the next order of business was an update from the engineers. The first item of discussion was regarding Lot 12 issue and storm sewer problems for the berm. Mr. Jaeger stated this issue has been resolved.

The next item of discussion was regarding the 176th Street speed bump and repair. Mr. Jaeger stated he would review the situation and determine if grinding the approach would be a solution to the excessive speeding. He said he would also look at replacing the decals which have worn off. Mr. Chalupa asked if it would be possible to install stop signs near this area. Mr. Jaeger stated he would review the area to see if the requirements could be met.

The next item of discussion was regarding concerns of street repair issues reported by Ron Dickmeyer. Mr. Jaeger stated this area has been resealed and so far no other reports have been received.

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

The next order of business was an update from Gerry Gutoski. Mr. Gutoski stated that the packing around the pump at Well No. 5 went bad and flooded the well house but has been repaired at this time. Mr. Gutoski also stated that there were some issues with manholes needing to be flushed along 180th Street. Mr. Gutoski also stated that the lift station at 173rd Circle has received extensive damage, presumably by a vehicle. Mr. Gutoski stated it would cost approximately \$3,800.00 to repair it. After a full and complete discussion, the following Resolution was proposed by Trustee Lichter and seconded Trustee Christensen, to-wit:

RESOLVED, that the Trustees of SID 158 hereby approve necessary repairs in the estimated cost of \$3,800.00 to the lift station at 173rd Circle.

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

Trustee Hammer was concerned with the projected high temperatures and low rainfall if the SID should consider the need to place water restrictions on the residents. It was agreed that Trustee Hammer would send an e-mail to residents to consider conserving water.

The Chairman stated the next order of business was property owner questions or concerns. Mr. Chalupa stated there is a resident located near the golf course which has installed extensive landscaping which did not receive proper approval. It was agreed that Mr. Chalupa would provide the necessary information to Ms. Weispenning so a letter could be written.

The Chairman stated the next order of business was a discussion regarding maintaining lots which are privately owned without improvements. Trustee Lichter stated that Lot 44 has still not been mowed. Mr. Hunter indicated a letter had been sent to the property owner in California but no response has been received. The Trustees requested another stern letter should be sent.

The Chairman stated the next order of business was to consider appointing Kim Bogatz to the Architectural Control Committee. After a full and complete discussion, the following Resolution was proposed by Trustee Lichter and seconded by Trustee Hammer, to-wit:

RESOLVED, that Kim Bogatz is hereby appointed to serve on the Tiburon Architectural Control Committee.

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

The Chairman stated the next order of business was a discussion regarding a homeowner who has requested to install a fence, two vegetable gardens and landscaping on Lot 2, Trustee Lichter indicated that this issue has already been approved by the Architectural Control Committee.

The Chairman stated the next order of business was a discussion regarding advertising signs located in the right-of-way near commercial property. The Trustees agreed Mr. Hunter should write a letter to the owners of commercial property which would include a copy of the covenants and request them to comply with the covenants.,

The Chairman stated the next order of business was a discussion regarding roof issues at 10214 Spyglass Drive. Mr. Hunter stated he received a request that SID 158 pay for a third of the cost of replacing the shingles at this residence. After a full and complete discussion, the following Resolution was proposed by Trustee Christensen and seconded by Trustee Hammer, to-wit:

RESOLVED, that SID 158 hereby agrees to pay no more than \$2,466.67, for the replacement of shingles on property located at 10212 Spyglass Drive.

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

The Chairman stated the next order of business was an update regarding rear lot easement modifications with utility companies. Mr. Hunter indicated that a letter has been

sent to O.P.P.D. but a response has not been received at this time. Mr. Hunter stated he would follow up on this matter prior to the next meeting.

The Chairman stated the next order of business was an update regarding the Singer lawsuit. Ms. Weispfenning stated that Mr. Singer has not obtained new legal counsel at this time and this matter has been set for conference on June 18, 2012 with the judge. The Trustees agreed that Ms. Weispfenning should request an update from SID 158's legal counsel regarding this matter.

The Chairman stated the next order of business was an update regarding fence issue near 176th and Spyglass Drive. After a full and complete discussion, the following Resolution was proposed by Trustee Hammer and seconded by Trustee Christensen, to-wit:

RESOLVED, that SID 158 hereby agrees to pay for the additional charges of moving the fence line at the corner of 176th and Spyglass drive for safety reasons.

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

The following are reporting items for the Trustees' information and required no action: General ledger balances from Sarpy County Treasurer for May, 2012; and a letter, dated May 17, 2012, to Rich James depositing \$23,516.47 in the Construction Fund of the District and depositing \$16,483.53 in the General Fund of the District from sale of Lot 12.

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 Hammer, to-wit:

BE IT RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, that the Chairman and Clerk be and hereby are directed and authorized to execute and deliver General Fund Warrants Nos. 5818 through 5835 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 June 13, 2015, subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska, after notice is given as required by law, to-wit:

WARRANT NO. 5818 in the amount of \$46.96 made payable to BLACK HILLS ENERGY, per Account No. 0867 6626 56, attached.

WARRANT NO. 5819 in the amount of \$680.55 made payable to BLACK HILLS ENERGY, per Account No. 3340 6759 18, attached.

WARRANT NO. 5820 in the amount of \$176.92 made payable to WORLD HERALD MEDIA GROUP, per Customer No. 154004, Order Nos. 0001515067-01 and 0001517681-01, attached.

WARRANT NO. 5821 in the amount of \$523.18 made payable to O.P.P.D., per Account No. 2097155308, attached.

WARRANT NO. 5822 in the amount of \$12,167.70 made payable to O.P.P.D., per Account No. 9063100050, attached.

WARRANT NO. 5823 in the amount of \$362.00 made payable to NEBRASKA PUBLIC HEALTH ENVIRONMENTAL LAB, per Invoice No. 427062, attached.

WARRANT NO. 5824 in the amount of \$3,064.23 made payable to THOMPSON, DREESSEN & DORNER, INC., per Project No. 1592-103, Invoice No. 94758 Project No. 1592-107, Invoice No. 94759, attached.

WARRANT NO. 5825 in the amount of \$4,972.16 made payable to PAPIILLION SANITATION, per Invoice No. 2450677, attached.

WARRANT NO. 5826 in the amount of \$6,783.11 made payable to CITY OF OMAHA, per Invoice No. 83115, attached.

WARRANT NO. 5827 in the amount of \$90.00 made payable to H & H LAWN AND LANDSCAPE, per Customer No. 17668, Invoice No. 16476, attached.

WARRANT NO. 5828 in the amount of \$126.00 made payable to SWIFT GREEN LAWN CARE, per Statement dated 05/31/12, attached.

WARRANT NO. 5829 in the amount of \$7,017.27 made payable to FIELD R & D, per Invoice No. 120041, attached.

WARRANT NO. 5830 in the amount of \$240.00 made payable to STANEK CONSTRUCTION COMPANY, per Invoice No. 12-048, attached.

WARRANT NO. 5831 in the amount of \$6,045.00 made payable to SARPY COUNTY PLANNING DEPARTMENT, per Statement dated 06/04/12, attached.

WARRANT NO. 5832 in the amount of \$10,662.50 made payable to HERRMANN CONCRETE CONST. INC., per Statement dated 05/31/12, attached.

WARRANT NO. 5833 in the amount of \$1,020.00 made payable to PERRONE LAW, per Statement dated 05/08/12, attached.

WARRANT NO. 5834 in the amount of \$7,290.00 made payable to RONALD W. HUNTER, per Statement dated 06/12/12, attached.

WARRANT NO. 5835 in the amount of \$550.00 made payable to the NEBRASKA DEPARTMENT OF REVENUE, per Sales and Use Tax, attached.

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 (c) 125% of average annual debt service due on the above Warrants will be expended for payment of principal of and interest on the above Warrants within 13 months after receipt of such monies. That amount which is currently held in the District's Bond Fund which exceeds the amount which is to be expended for payment of principal and interest on the above Warrants within 13 months after receipt of such monies, plus that amount arrived at pursuant to the immediately preceding sentence, will not be invested in any securities or any other investment obligations which bear a yield, as computed in accordance with the actuarial method, in excess of the yield of the above Warrants.
2. To the best of their knowledge, information and belief, the above expectations are reasonable.
3. The District has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its Bonds.
4. This Certificate is being passed, executed and delivered pursuant to Sections 1.148-2 (b)(2) of the Income Tax Regulations under the Internal Revenue Code of 1986, as amended.

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

The Chairman stated the next order of business was to consider a resignation. Trustee Lichter stated he was resigning from the Architectural Control Committee. After a full and complete discussion, the following Resolution was proposed by Trustee Hammer and seconded by Trustee Christensen, to-wit:

RESOLVED, that the Board of Trustees of SID 158 hereby

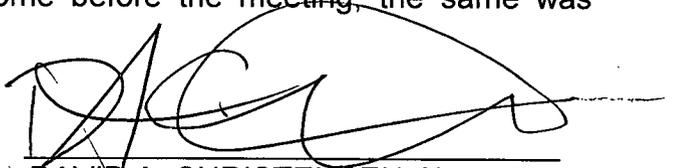
accept Pat Lichter's resignation from the Architectural Control Committee and thank him for the services he has provided.

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

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



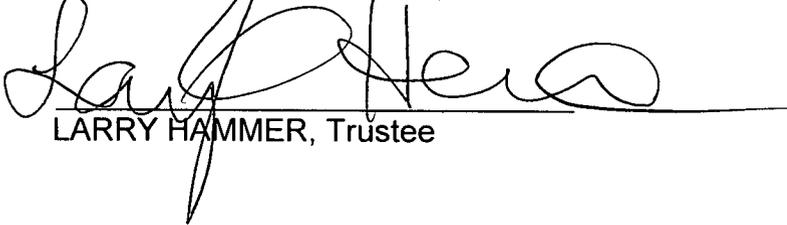
ALLEN J. MARSH, Chairman



DAVID A. CHRISTENSEN, Trustee



PATRICK S. LICHTER, Clerk



LARRY HAMMER, Trustee

ABSENT

PAUL R. STOUPA, Trustee

ACKNOWLEDGMENT OF RECEIPT
OF
NOTICE OF MEETING

THE UNDERSIGNED Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said District, and the Agenda for such meeting held at 4:00 p.m. on June 13, 2012 at 9915 South 148th Street, Omaha, Nebraska.

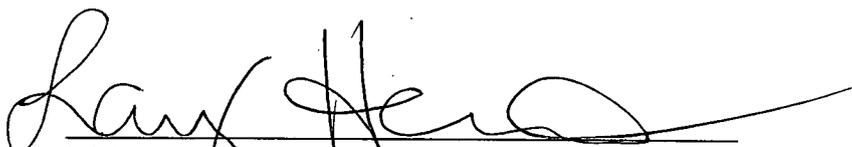
DATED this 13th day of June, 2012.



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 13th day of June, 2012.



Chairman

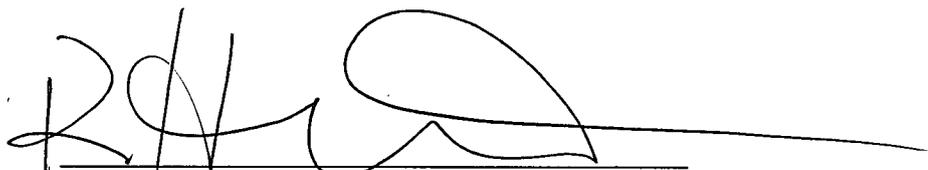


Clerk

CERTIFICATE

I, THE UNDERSIGNED, attorney for Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, hereby certify that I posted, or caused to be posted, three (3) copies of the Resolution of Necessity for Waste Collection for Years 2012 through 2015, all located within the boundaries or right of ways of Tiburon, a subdivision in Sarpy County, Nebraska, within the boundaries of SID 158, in three (3) conspicuous places within the boundaries of the District.

DATED this 13th day of June, 2012.

A handwritten signature in black ink, appearing to read 'R. W. Hunter', written over a horizontal line. The signature is stylized and extends to the right beyond the line.

Ronald W. Hunter,
attorney for the District

SUBURBAN NEWSPAPERS, Inc.

Your legal notice was published in the Papillion Times on 5/30/2012 and will end on 6/6/2012 affidavit of publication will follow.

Thank you.

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

**NOTICE OF RESOLUTION OF NECESSITY
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 June 13, 2012, at 9915 South 148th Street, Omaha, Nebraska, which meeting will be held open to the public. The Agenda for such meeting, kept continuously current, is available for public inspection at the office of the attorney for the District at 11605 Arbor Street, Suite 104, Omaha, Nebraska 68144-2934, and includes the payment of bills of the District and the consideration and passing or amending and passing of the following Resolutions, to-wit:

BE IT RESOLVED, that the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to run a Resolution of Necessity for Waste Collection For Years 2012 through 2015, in Tiburon, a subdivision in Sarpy County, Nebraska, within the boundaries of SID 158.

BE IT FURTHER RESOLVED, that said Waste Collection and all other appurtenances and items of work incidental and necessary thereto shall be for Tiburon, a subdivision in Sarpy County, Nebraska, within the boundaries of SID 158. The following is a general description of the work to be performed for the above-referenced project:

Removal and disposal of residential trash and recyclables from all residences within the boundaries of the District for Years 2012, 2013, 2014 and 2015.

The plans and specifications for said Waste Collection have been prepared by Thompson, Dreessen, & Dornier, Inc., engineers employed by the District for this purpose, and filed with the Board of Trustees of the District prior to the first publication of this resolution. The total estimated cost to the District for said improvements, including engineering, testing, supervision, publication costs, legal, interest, and miscellaneous costs is \$310,500.00.

All of said costs shall be paid out of the General Fund of the District and none of it will be specially assessed. Any owner of property may appear and make objections to the proposed improvements. This proposed Resolution may be amended and passed or may be passed as proposed.

SANITARY AND IMPROVEMENT
DISTRICT NO. 158 OF SARPY
COUNTY, NEBRASKA
By: Allen Marsh, Chairman
Patrick S. Lichter, Clerk

1517681; 5/30 & 6/6

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 June 13, 2012 at 9915 South 148th Street, Omaha, Nebraska.

1. Call meeting to order and roll call.
2. The Chairman to state to all in attendance that a current copy of the Nebraska Open Meetings Act is available for review and indicate the location of such copy in the room where the meeting is being held.
3. Update from Diane Alderson regarding the Tiburon Pool.
4. Consider adopting a Resolution of Necessity for Waste Collection-2012 at a total estimated project cost of \$310,500.00.
5. Consider awarding the contract for Waste Collection-2012.
6. Update from the engineers.
 - (1) discussion regarding Lot 12 issue and storm sewer problem for the berm.
 - (2) discussion regarding 176th Street speed bump and repair.
 - (3) discussion regarding water system survey.
 - (4) discussion regarding concerns of street repair issues from Ron Dickmeyer.
7. Update from Gerry Gutoski.
 - (1) discussion regarding lift station with extensive damage.
 - (2) discussion regarding possible drought and water supply.
8. Discussion regarding property owner questions or concerns.
9. Discussion regarding maintaining lots which are privately owned without improvements.
10. Consider appointing Kim Bogatz to the Architectural Control Committee.
11. Discussion regarding homeowner request to install a fence, two vegetable gardens and landscaping on Lot 2, 17702 Pinehurst Avenue.

12. Discussion regarding advertising signs located in the right-of-way near commercial property.
13. Discussion regarding roof issues at 10214 Spyglass Drive.
14. Update regarding rear lot easement modifications with utility companies.
15. Update regarding Singer lawsuit.
16. Update regarding fence issue near 176th and Spyglass.
17. The following are reporting items for the Trustees' information and required no action: General ledger balances from Sarpy County Treasurer for May, 2012; and a letter, dated May 17, 2012, to Rich James depositing \$23,516.47 in the Construction Fund of the District and depositing \$16,483.53 in the General Fund of the District from sale of Lot 12.

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

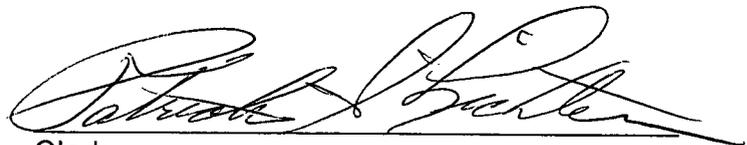
A.	Black Hills Energy Account No. 0867 6626 56	46.96
B.	Black Hills Energy Account No. 3340 6759 18	680.55
C.	World Herald Media Group Customer No. 154004 Order No. 0001515067-01 Order No. 0001517681-01	101.47 <u>75.45</u> 176.92
D.	O.P.P.D. Account No. 2097155308 Dated 05/09/12 Dated 06/08/12	90.94 <u>432.24</u> 523.18
E.	O.P.P.D. Account No. 9063100050 Dated 05/09/12 Dated 06/08/12	5,749.29 <u>6,418.41</u> 12,167.70
F.	Nebraska Public Health Environmental Lab Invoice No. 427062	362.00
G.	Thompson, Dreesen & Dorner, Inc. Project No. 1592-103, Invoice No. 94758 Project No. 1592-107, Invoice No. 94759	2,011.45 <u>1,052.78</u> 3,064.23

H.	Papillion Sanitation Invoice No. 2450677	4,972.16
I.	City of Omaha Invoice No. 83115	6,783.11
J.	H & H Lawn and Landscape Customer No. 17668, Invoice No. 16476	90.00
K.	Swift Green Lawn Care Statement dated 05/31/12	126.00
L.	Field R & D Invoice No. 120041	7,017.27
M.	Stanek Construction Company Invoice NO. 12-048	240.00
N.	Sarpy County Planning Department Statement dated 06/04/12	6,045.00
O.	Herrmann Concrete Const. Inc. Statement dated 05/31/12	10,662.50
P.	Perrone Law Statement dated 05/08/12	1,020.00
Q.	Ronald W. Hunter Statement dated 06/12/12	7,290.00

19. Consider accepting resignation.

20. 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

May 2, 2012

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: Solid Waste Collection and Disposal
TD2 File No. 1592-103.45

Board Members:

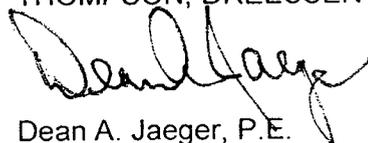
Enclosed please find the following items for the above-referenced project:

1. Engineer's Estimate
2. 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

May 2, 2012

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

RE: Engineer's Estimate
 Solid Waste Collection and Disposal
 TD2 File No. 1592-103.39

Board Members:

The following is the Engineer's Estimate of the costs associated with Solid Waste Collection and Disposal for the single-family residences located within S.I.D. 158:

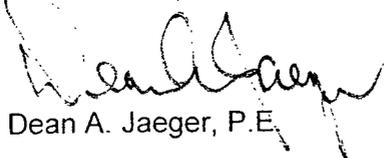
Description	Quantity	Units	Unit Price	Amount
Solid Waste Collection and Disposal	515	Residences	\$14.00 per residence	\$ 7,210.00
Contract Term				<u>x 36 months</u>
Estimated Contract Cost				\$259,560.00

Note: An estimate of engineering, legal, fiscal, and miscellaneous costs are not included in the above amount.

If there are any questions, please call.

Respectfully submitted,

THOMPSON, DREESSEN & DORNER, INC.



Dean A. Jaeger, P.E.

DAJ/bam

NOTICE TO BIDDERS

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

TIBURON

SOLID WASTE COLLECTION AND DISPOSAL

Sealed proposals will be received in the office of Thompson, Dreessen & Dorner, Inc.; 10836 Old Mill Road; Omaha, Nebraska 68154, until _____ P.M. on the _____ of _____, 2012 for the furnishing of all labor, use of Contractor's equipment, payment of disposal fees, and all else necessary to provide SOLID WASTE COLLECTION AND DISPOSAL services within the boundary of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska (Tiburon).

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 execution of SOLID WASTE COLLECTION AND DISPOSAL.

The extent of the work consists of effectuation of curbside pickup and proper disposal of solid waste of all single family residents of SID 158. There are currently 515 single family residences located within the boundary of SID 158. The Contract rate shall be expressed as a monthly cost per residence. The contract period shall be July 1, 2012 through June 30, 2015.

The Engineer's Estimate for furnishing all labor, equipment, payment of disposal fees, and other effectuation of all of such services for the contract period is \$259,560.00.

All work called for in the specifications shall be furnished in strict accordance with the specifications prepared by Thompson, Dreessen & Dorner, Inc., Engineers for the District, and now filed in the office of the Clerk of the District at 11605 Arbor Street, Suite 104; Omaha, Nebraska 68144, and bids will be received only upon the proposal form furnished through the Engineer for the District.

No Bid Bond or Bid Security shall be required.

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

Specifications and Contract Documents may be examined at the office of the Clerk of the District at 11605 Arbor Street, Suite 104; Omaha, Nebraska 68144, and may be procured from the office of Thompson, Dreessen & Dorner, Inc.; 10836 Old Mill Road; Omaha, Nebraska 68154, no deposit shall be required.

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: Patrick S. Lichter, Clerk

TD2 File No. 1592-103.38

Kristi Weispenning

From: "Dean Jaeger" <djaeger@td2co.com>
Date: Tuesday, May 15, 2012 1:32 PM
To: <patlichter@cox.net>; "Allen Marsh" <almarsh@sappbrospetro.com>; "Allen Marsh" <aj.marsh@cox.net>; "Larry Hammer" <lhammer17@cox.net>; "Paul Stoupa" <prstoupa@hotmail.com>; "Dave Christensen" <DChristensen@mcrlawyers.com>
Cc: "Kristi Weispenning" <rwhre@hunterlaw.omhcoxmail.com>; <dkellner@td2co.com>
Subject: RE: Lot 12 problem and Storm sewer problem for the berm.
 Pat

I met on-site with Ed Jochim (Contractor) this afternoon. It does appear the storm sewer is under the pavement, but we don't believe it is on the opposite side of the street. Based upon the direction of the pipes leaving the upstream inlet and entering the downstream inlet we think the pipe is under the western half of the pavement. The plan of action is to remove the west panel (about 12'x6' in size). If the storm sewer is still not found we will remove a second panel of about the same size.

Removal of the pavement will not begin until tomorrow as the Contractor will need to mobilize additional equipment to remove the pavement.



Dean A. Jaeger, P.E., L.S.
Thompson, Dreesen & Dörner, Inc.
 10836 Old Mill Rd. | Omaha, NE 68154
 P: 402.330.8860 | D: 402.504.9174
 things 2 come >>> | td2co.com

 please consider the environment before printing this e-mail

From: Pat Lichter [mailto:patlichter@cox.net]
Sent: Tuesday, May 15, 2012 1:03 PM
To: 'Allen Marsh'; 'Allen Marsh'; 'Larry Hammer'; 'Paul Stoupa'; 'Dave Christensen'
Cc: djaeger@td2co.com; 'Kristi Weispenning'; 'Pat Lichter'
Subject: Lot 12 problem and Storm sewer problem for the berm.

All,

When they dug the basement on lot 12, it was all wet. The Builder had TD2 out and they recommended that they remove an additional 8" of dirt and fill it with 8" of crushed rock and then double the size of the footings, which is exactly what I expected. We will be responsible for that expense, which will be between \$4-5000. I told the Builder to go ahead after discussing it with Dean. It is our responsibility.

Regarding the Storm Sewer problem, Dean is out at Tiburon and is trying to find where we are going to tie the drain tubes into the storm sewer. It appears that we may have to cut the concrete all away across the street to tie in to the storm sewer which is probably on the other side of the street. Don't have a clue the additional cost, but will be stopping out there after my 2:00 appointment. Will let you know if you I find out anything.

Pat

Kristi Weispfenning

From: "Larry Hammer" <lhammer17@cox.net>
Date: Sunday, May 20, 2012 10:56 PM
To: "Allen Marsh" <aj.marsh@cox.net>
Cc: "'Dave Christensen'" <dchristensen@mcrlawyers.com>; "'Pat Lichter'" <patlichter@cox.net>; "'Paul Stoupa'" <prstoupa@hotmail.com>; "'Ronald W Hunter'" <rwhre@hunterlaw.omhcoxmail.com>
Subject: Re: 176th Street Speed bump and repair

Sounds as though grinding would accomplish the desired goal and I would think would be less expensive.

Larry

On May 20, 2012, at 9:24 AM, Allen Marsh wrote:

I think that this is all we need.

From: Paul's Hotmail [mailto:prstoupa@hotmail.com]
Sent: Saturday, May 19, 2012 9:48 PM
To: Allen Marsh
Cc: Dave Christensen; Larry Hammer; Pat Lichter; Ronald W Hunter; Dean Jaeger
Subject: Re: 176th Street Speed bump and repair

I recall the hump wouldn't be higher but the approach would be shorter creating a bit more of an obstacle to get speeders attention.

Sent from Paul's iPad

On May 19, 2012, at 8:51 PM, "Allen Marsh" <aj.marsh@cox.net> wrote:

To All:

We are going to need some street repair work done, in addition to the Storm sewer problem.

The East side in the area of the storm sewer work is in need of being replaced.

Pat suggested that maybe we should tear out the speed bump and make it an inch higher to be more effective.

He is thinking if we go any higher, his Corvette may not make it over the bump.

I suggested that we make the approaches a little more aggressive by grinding them so they are not so gentle as you approach bump

You thoughts please.

I have also sent to Dean Jaeger for his input.

Allen

Kristi Weispfenning

From: "Allen Marsh" <aj.marsh@cox.net>
Date: Wednesday, June 06, 2012 9:27 PM
To: "Ron Dickmeyer" <radickmeyer@cox.net>
Cc: "Dave Christensen" <dchristensen@mcrlawyers.com>; "Larry Hammer" <lhammer17@cox.net>; "Pat Lichter" <patlichter@cox.net>; "Paul Stoupa" <prstoupa@hotmail.com>; "Ronald W Hunter" <rwhre@hunterlaw.omhcoxmail.com>
Subject: RE: Street Repair

Ron,

The Board meets next Wednesday and we will discuss these issues.
Thanks for taking care of the lawn issue.

From: Ron Dickmeyer [mailto:radickmeyer@cox.net]
Sent: Monday, June 04, 2012 12:22 PM
To: aj.marsh@cox.net
Subject: Street Repair

Hi Allen,

We need your help on an item that finishes off the street repair of a couple of weeks ago. We talked with the engineer on the project and made him aware of the open cracks between our driveway and the new street. Although fiber board was placed in the cracks, there still are rather large open spaces that water can get into and undermine the street and our driveway. And of course, this winter the pavement will heave with the freeze cycle.

The engineer said that he would fix the problem, but over a week has passed without a sign of him or anyone to fix the problem. We would appreciate any help that you can give us. In general the contractor did not do a very good job of repairing our lawn from the digging that was done to pave the street. Carol and I will take care of that, but need your help on the other.

Thanks Allen,

Ron Dickmeyer

Kristi Weispfenning

From: "Allen Marsh" <aj.marsh@cox.net>
Date: Sunday, May 20, 2012 7:53 PM
To: "Dave Christensen" <dchristensen@mcrlawyers.com>; "Larry Hammer" <lhammer17@cox.net>; "Pat Lichter" <patlichter@cox.net>; "Paul Stoupa" <prstoupa@hotmail.com>; "Ronald W Hunter" <rwhre@hunterlaw.omhcoxmail.com>
Attach: LS_damage_2.jpg; LS_damage_3.jpg; LS_damage_1.jpg; LS_damage_4.jpg
Subject: FW: SID158 - damaged lift station

From: Allen Marsh [mailto:amarsh@sappbros.net]
Sent: Friday, May 18, 2012 9:07 AM
To: Allen Marsh
Subject: FW: SID158 - damaged lift station

Allen J. Marsh
Sapp Bros, Inc.
CEO



9915 South 148th Street
Omaha, NE 68138
Ph 402-895-1419
Fax 402-895-4253
Cell 402-690-2000
email almarsh@sappbros.net

From: amarsh2@sappbros.net [mailto:amarsh2@sappbros.net] **On Behalf Of** fieldRD
Sent: Friday, May 18, 2012 8:44 AM
To: Allen Marsh
Subject: SID158 - damaged lift station

Allen,
Upon our onsite review of the district's lift stations, we observed one in the fairway with extensive damage. It looks like some repairs were tried, but it's still an unstable mess. I would like your permission to investigate a replacement/repair for this unit. I would think it would be more than \$500.00.
Gerry Gutoski

"In a democracy your vote counts. In feudalism, your count votes."

Kristi Weispfenning

From: "Allen Marsh" <aj.marsh@cox.net>
Date: Thursday, June 07, 2012 7:26 PM
To: "Dave Christensen" <dchristensen@mcrlawyers.com>; "Larry Hammer" <lhammer17@cox.net>; "Pat Lichter" <patlichter@cox.net>; "Paul Stoupa" <prstoupa@hotmail.com>; "Ronald W Hunter" <rwhe@hunterlaw.omhcoxmail.com>
Subject: FW: World-Herald: 100 degrees in July and drought?
Let's discuss at the meeting.
Thanks Paul.

From: Paul Stoupa [mailto:prstoupa@hotmail.com]
Sent: Thursday, June 07, 2012 11:36 AM
To: Allen Marsh
Subject: World-Herald: 100 degrees in July and drought?

We may have to plan on rationing sprinkler usage.

A story from World-Herald:

[100 degrees in July and drought?](#)

Download the World-Herald app for your iPhone from the [App Store](#) today!

Sent from Paul's iphone

Kristi Weispfenning

From: "Allen Marsh" <amarsh@sappbros.net>
Date: Friday, May 18, 2012 9:05 AM
To: "Kristi Bland" <rwhre@hunterlaw.omhcoxmail.com>
Cc: "Allen Marsh" <aj.marsh@cox.net>
Subject: Architectural Committee
Kristi,

Please put an item on the agenda to consider putting Kim Bogatz, 402-740-0892 on the architectural Committee. She is an architect and has consented to serve if appointed by the board.

Allen J. Marsh
Sapp Bros, Inc.
CEO



9915 South 148th Street
Omaha, NE 68138
Ph 402-895-1419
Fax 402-895-4253
Cell 402-690-2000
email almarsh@sappbros.net

Kristi Weispfenning

From: "Allen Marsh" <aj.marsh@cox.net>
Date: Wednesday, June 06, 2012 9:41 PM
To: "Dave Christensen" <dchristensen@mclawyers.com>; "Larry Hammer" <lhammer17@cox.net>; "Pat Lichter" <patlichter@cox.net>; "Paul Stoupa" <prstoupa@hotmail.com>; "Ronald W Hunter" <rwhre@hunterlaw.omhcoxmail.com>

Subject: Garden

To All:

Is a structure permitted that is not attached to the house?

Did the architectural committee approve a structure or a garden?

Please define a garden.

This certainly does not help on the Singer case!

I understand that a fence is being installed, but this does not change the permitted use of a structure.

We need to discuss at our meeting next week.

Allen

Kristi Weispfenning

From: "Allen Marsh" <aj.marsh@cox.net>
Date: Thursday, June 07, 2012 7:28 PM
To: "'Dave Christensen'" <dchristensen@mcrlawyers.com>; "'Larry Hammer'" <lhammer17@cox.net>; "'Pat Lichter'" <patlichter@cox.net>; "'Paul Stoupa'" <prstoupa@hotmail.com>; "'Ronald W Hunter'" <rwhre@hunterlaw.omhcoxmail.com>
Subject: FW: Garden

I will let Pay and Larry answer this.

They are more knowledgeable and involved in the matter.

Allen

From: Kristi Weispfenning [mailto:rwhre@hunterlaw.omhcoxmail.com]
Sent: Thursday, June 07, 2012 10:20 AM
To: Allen Marsh; 'Dave Christensen'; 'Larry Hammer'; 'Pat Lichter'; 'Paul Stoupa'
Subject: Re: Garden

Could you provide us with a background regarding this matter so that we are aware of all of the facts?

From: Allen Marsh
Sent: Wednesday, June 06, 2012 9:41 PM
To: 'Dave Christensen' ; 'Larry Hammer' ; 'Pat Lichter' ; 'Paul Stoupa' ; 'Ronald W Hunter'
Subject: Garden

To All:

Is a structure permitted that is not attached to the house?

Did the architectural committee approve a structure or a garden?

Please define a garden.

This certainly does not help on the Singer case!

I understand that a fence is being installed, but this does not change the permitted use of a structure.

We need to discuss at our meeting next week.

Allen

Kristi Weispfenning

From: "Larry Hammer" <lhammer17@cox.net>
Date: Sunday, June 10, 2012 8:23 AM
To: "Allen Marsh" <aj.marsh@cox.net>
Cc: "Dave Christensen" <dchristensen@mclawyers.com>; "Pat Lichter" <patlichter@cox.net>; "Paul Stoupa" <prstoupa@hotmail.com>; "Ronald W Hunter" <rwhe@hunterlaw.omhcoxmail.com>
Subject: Re: Fence, Garden, Landscape submittal
 Thanks for the info Allen.

Sent from my iPad

On Jun 10, 2012, at 12:06 AM, "Allen Marsh" <aj.marsh@cox.net> wrote:

To All;
 I believe we probably have one on #4 White John & Kathy Zapapotineas (SP) and it looks nice and has never been a problem
 Pat indicates that we have others too..
 The new garden, according to Pat, will have a solid wooden fence similar to the fences along Cornhusker & 180th Street. It will take it completely out of view to anyone, unless they are in a hot air balloon.
 Allen

From: Larry Hammer [mailto:lhammer17@cox.net]
Sent: Saturday, June 09, 2012 8:49 AM
To: Pat Lichter
Cc: Allen Marsh; Paul Stoupa; <dchristensen@mclawyers.com>; Ronald W Hunter; Pat Lichter
Subject: Re: Fence, Garden, Landscape submittal

I am still out of town so I have not had a chance to visually view the site, I am wondering about a couple of things. On the drawing there appears to be two gardens. Do they total 200 square feet or are they each 200 square feet? Is there some type of structure being combined with their construction?
 At any rate a 10x20 garden does not seem "small" to me. I would hate to see 200 sq. ft. gardens all over Tiburon.

Larry

Sent from my iPad

On Jun 8, 2012, at 11:04 AM, "Pat Lichter" <patlichter@cox.net> wrote:

----- Forwarded Message -----
From: Trevor Brown <trevorb78@yahoo.com>
To: "patlichter@cox.net" <patlichter@cox.net>
Sent: Monday, May 14, 2012 10:35 AM
Subject: Fence, Garden, Landscape submittal

I would like to submit this plan to SID 158 for approval of a fence, two vegetable gardens, and landscaping to be placed on Lot 2. This is the old lot 98 and the address is 17702 Pinehurst Ave.

Thank you for your time, if you have any questions please feel free to call me at 402-981-8980

Trevor Brown

From: scanner@thrasherbasement.com [mailto:scanner@thrasherbasement.com]
Sent: Monday, May 14, 2012 6:04 AM
To: Ray Brown
Subject: Message from KMBT_C550

<SKMBT_C55012051406030.pdf>

Kristi Weispenning

From: "Pat Lichter" <patlichter@cox.net>
Date: Friday, June 08, 2012 9:08 AM
To: "Allen Marsh" <aj.marsh@cox.net>
Cc: "Dave Christensen" <dchristensen@mclawyers.com>; "Larry Hammer" <lhammer17@cox.net>; "Paul Stoupa" <prstoupa@hotmail.com>; "Ronald W Hunter" <rwhre@hunterlaw.omhcoxmail.com>
Attach: Tiburon Covenants lots 67-76+78-106+160-193+283-285+287-339.pdf
Subject: RE:
Applicable covenants.

From: Allen Marsh [mailto:aj.marsh@cox.net]
Sent: Thursday, June 07, 2012 9:58 PM
To: 'Pat Lichter'
Cc: 'Dave Christensen'; 'Larry Hammer'; 'Paul Stoupa'; 'Ronald W Hunter'
Subject: RE:

Pat,

I know that I have copies of some, I attached one to the email, but I wanted the applicable one available at our meeting.

I just don't know if I have the correct set because I don't know the lot number.

Can we get copies of the plans that were approved by the arch committee for the garden?

I'm not being picky, I just think that we all need to have as much information as possible to answer to the Tiburon residents.

Allen

From: Pat Lichter [mailto:patlichter@cox.net]
Sent: Thursday, June 07, 2012 8:01 PM
To: Allen Marsh
Cc: Dave Christensen; Larry Hammer; Paul Stoupa; Ronald W Hunter
Subject: Re:

I sent them to you.

Pat Lichter

On Jun 7, 2012, at 7:46 PM, "Allen Marsh" <aj.marsh@cox.net> wrote:

Kristi,

We need copies of these covenants or the set that controls the lot with the garden for the meeting.

Thanks

Allen

<SID 158 COVENANTS LOTS 107-159.pdf>

FILED 5:00 PM '10
REGISTRATION NUMBER
98-000444
18 JAN -7 PM 3:10
REGISTER OF DEEDS

98-00444
Source: WJ
Venty: JH
J.E.D.
Proof: WJ 50
Fee: TB
Ck
Cash
Charge

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TIBURON

THIS DECLARATION, made on the date hereinafter set forth by Tiburon Limited Partnership, a Nebraska Limited Partnership, hereinafter referred to as the "Declarant", and by SWN Investments, a Nebraska partnership, and Gary L. Franks, a single person, hereinafter collectively referred to as the "Other Property Owners":

WITNESSETH:

WHEREAS, The Declarant is the Owner of the following described real property:

Lots 67 through 76, inclusive, Lots 78 through 106, inclusive, Lots 160 through 193, inclusive, and Lots 283 through 285, inclusive, and Lots 287 through 339, inclusive, of Tiburon, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, and

WHEREAS, The Other Property Owners are the owners of the following described real property:

Lots 77 and 286, in Tiburon, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska; and

WHEREAS, all of the above-described real estate has been zoned for single family use, and

WHEREAS, the Declarant and the Other Property Owners will convey said lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant and the Other Property Owners hereby declare that all of the lots described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lots. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

ARTICLE I.
DEFINITIONS

A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties,

98-00444A

including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

B. "Properties" shall mean and refer to all such lots that are subject to the Declaration or any supplemental Declaration under the provisions hereof, which shall initially consist of Lots 67 through 106, inclusive, Lots 160 through 193, inclusive, and Lots 283 through 339, inclusive, of Tiburon, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

C. "Lot" shall mean and refer to any one of Lots 67 through 106, inclusive, Lots 160 through 193, inclusive, or Lots 283 through 339, inclusive, of Tiburon, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

D. "Lots Adjoining Golf Course" shall mean and refer to all Lots, as defined above, for which one or more of the Lot boundary lines is shared with any boundary line of the golf course.

E. "Lots Not Adjoining Golf Course" shall mean and refer to all Lots which have no Lot boundary line in common with any boundary line of the golf course.

F. "Declarant" shall mean and refer to TIBURON LIMITED PARTNERSHIP, a Nebraska Limited Partnership, its successors and assigns.

G. "Other Property Owners" shall mean and refer to the current owners of Lots 77 and 286, Tiburon, namely Gary L. Franks, a single person and SWN Investments, a Nebraska partnership, respectively.

H. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, its successors or assigns.

I. "Applicant" shall mean Owner, Contractor, or Realtor.

ARTICLE II.
ARCHITECTURAL CONTROL

A. No dwelling, fence, wall, driveway, patio, patio enclosure, deck, rock garden, swimming pool, television or radio antenna, satellite dishes, solar collecting panels or equipment, air conditioning equipment, wind-generating power equipment, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered or otherwise maintained or permitted to remain on any lot, nor shall any grading, excavation or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the lot boundary lines, quality of construction and size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earthtone hues will be acceptable. Designs of a repetitive nature and/or within close proximity to one another will not be approved. Superficial, cosmetic or minor architecture detail differences in like designs will not constitute a basis for approval. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above-mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of

98-00441B

the Architectural Control Committee. Submittals for the approval shall be made in duplicate and the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or drawings:

1. Site plan indicating specific improvement and indicating Lot number, street address, and sidewalks.

2. Complete construction plans, including, but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as an Architectural Control Committee approval.

ARTICLE III.
RESTRICTIONS FOR RESIDENTIAL UNITS

A. The Lot shall be used only for residential purposes, and no Lot shall contain more than one (1) detached, single family unit.

B. No building shall be created, altered, placed or permitted to remain on any Lot other than the one (1) detached, single family dwelling referred to above, and said dwelling shall conform to the following requirements:

1. Houses built on Lots Adjoining Golf Course shall comply with the following minimum size requirements:

a. Each one story house shall contain no less than 1,800 square feet of Living Area above the basement level and exclusive of garage area.

b. Each one and one-half or two story house shall contain no less than 2,000 square feet of total Living Area above the basement level with a minimum of 1,200 square feet on the main floor, exclusive of garage area.

2. Houses built on Lots Not Adjoining Golf Course shall comply with the following minimum size requirements:

a. Each one story house shall contain no less than 1,600 square feet of Living Area above the basement level and exclusive of garage area.

b. Each one and one-half or two story house shall contain no less than 1,800 square feet of total Living Area above the basement level with a minimum of 1,000 square feet on the main floor, exclusive of garage area.

3. Other house styles not described in 1. and 2. above will be permitted only if approved by the Architectural Control Committee and shall not be approved unless they are compatible with other homes to be built in Tiburon in the opinion of the Architectural Control Committee in its sole and absolute discretion.

98-004440

4. All houses shall, as a minimum, have attached, enclosed, side-by-side, two car garages which must contain a minimum area of 400 square feet built at approximately the main level of the house. Other or additional garages may be permitted at the discretion of the Architectural Control Committee.

C. For the purposes of these restrictions, two-story height shall, when the basement wall is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). Living Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports. The maximum height of the dwelling shall be thirty-five feet. The basement is not considered a story even if it is one hundred percent (100%) above grade on one or more sides, and essentially below grade on the other sides.

D. All buildings on all Lots shall comply with the set back requirements of the Zoning Code of Sarpy County, Nebraska as the same may be amended from time to time. In the event a waiver or variance of some of the zoning requirements for a Lot or Lots is granted by the appropriate authority, the Architectural Control Committee shall have the right and authority, but not the obligation, to grant in whole or in part the relaxation of requirements allowed by the waiver or variance, all in the sole and absolute discretion of the Architectural Control Committee.

E. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner lot, are to be covered with clay-fired brick or stone. Exposed portions of the foundation on the sides, or rear, not facing a street of a dwelling located on a corner lot, and the exposed portion of the foundation on the sides and rear of every other dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.

F. Portions of the front face wall or walls of each dwelling are to be covered with clay fired brick or stone even if a portion of those faces may be perpendicular, or nearly so, to the affronting street. The portion of the front face wall to be covered shall be subject to the approval of the Architectural Control Committee in its sole and absolute discretion and shall be no less than fifty (50%) percent of the front face wall area above the foundation, not including garage door area, on one story houses and no less than twenty-five (25) percent of the front face wall area above the foundation, not including garage door area, on one and one half and two story houses.

G. Regarding fireplaces and flues constructed as a part of the dwelling on any Lot the following shall apply:

1. In the event that a wood-burning fireplace is constructed as a part of the dwelling on any Lot Adjoining Golf Course, any portion of said fireplace and/or the enclosure for the fireplace flue which protrudes from the exterior or above the roof of the dwelling shall be constructed of or finished with, clay-fired brick or stone.

2. In the event that a wood-burning fireplace is constructed as a part of the dwelling in a manner so as to protrude beyond the outer perimeter of the front or side of the dwelling, or is exposed above the roof on a Lot Not adjoining Golf Course, the enclosure of the fireplace and flue shall be constructed of, or

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finished with, clay-fired brick or stone. If the wood-burning fireplace and/or enclosure for the wood-burning fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the rear of the dwelling on a Lot Not Adjoining Golf Course, the enclosure of the wood-burning fireplace and flue shall be constructed of, or finished with, the same material as is the dwelling at the point from which the wood-burning fireplace and/or the flue protrudes or shall be constructed of, or finished with, clay-fired brick or stone.

3. In the event that a non-wood-burning or direct vent fireplace is constructed as a part of the dwelling on any Lot and is vented directly through an exterior wall of the dwelling or is vented through the roof of the dwelling with a vent similar in style, size and location to that of a furnace flue, no clay fired brick or stone enclosure will be required. Provided however, if said non-wood-burning or direct vent fireplace is constructed in such a manner so as to protrude beyond the outer perimeter of a front or side wall of the dwelling on a Lot Not Adjoining Golf Course or beyond the outer perimeter of any wall of the dwelling on a Lot Adjoining Golf Course, the protrusion for the fireplace shall be finished with clay-fired brick or stone. Also any fireplace vent which protrudes above the roof of any dwelling shall be finished with clay-fired brick or stone unless it is on the rear slope of the roof of a dwelling on a Lot Not Adjoining Golf Course or is vented in similar style, size and location to that of a furnace flue as shown herein.)

4. No furnace flue may protrude more than four (4) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge within four feet of the roof ridge.

H. No fences may be built forward of the rear-most wall at each side (corner) of the rear of the dwelling. On Lots Adjoining Golf Course, no fence may be built within twenty-five (25') feet of a lot line which adjoins the golf course. Fences shall be constructed only of wood, decorative iron, brick or stone and are subject to the approval of the Architectural Control Committee referred to above. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.

I. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on said Lot, or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No pre-cut dwelling shall be assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots.

J. No flat or mansard roof shall be permitted on any dwelling. All dwellings shall be roofed with wood shakes, wood shingles, or other roofing materials which have the approval of the Architectural Control Committee in its sole and absolute discretion.

K. Public sidewalks are the responsibility of, and shall be constructed by, the then Owner of a Lot prior to the time of completion of a dwelling and before occupancy thereof. The extent of sidewalks, location, construction details, materials and grades shall be in accordance with the regulations of the City of Omaha and any revisions thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of each of the Lots.

L. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor

98-00444E

any Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or Lots.

M. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their owner and are not permitted to run loose outside the Lot of the Owner.

N. No incinerator or trashburner shall be permitted on any Lot. No garbage or trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other Lots in the subdivision and from the golf course. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage are required. No clothesline shall be permitted outside of any dwelling at any time. Any exterior air conditioning condenser units or heat pump units shall be placed in the designated side or rear yard of the dwelling. Detached accessory buildings are not permitted.

O. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any other part of the Lot, outside of the garage, for seven (7) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles done on the premises must be done in the garage. The dedicated street right-of-way located between the pavement and the Lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets thereof, must be in operating condition.

P. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant Lots where capital improvements have not yet been installed shall be allowed to reach more than a maximum height of twelve (12) inches.

Q. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

R. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

S. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

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T. Small vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Further, rock gardens must be approved by the Architectural Control Committee.

U. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.

V. No advertising signs or posters of any kind shall be erected or placed on any of said Lots, except the residential "For Sale" and "Sold" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to signs erected by the Declarant, or his agents, in the development of Tiburon.

W. All driveways shall be constructed of concrete or brick.

X. The front, side and rear yards of all Lots shall be sodded, and two (2) trees, each not less than two (2) caliper inches in diameter, shall be planted in the front yard of each residence. No trees shall be planted in the dedicated street right-of-way located between the pavement and the Lot line. All yards shall be sodded and the trees planted within one (1) year from the date that construction for the residence on the Lot was initiated.

Y. No solar collecting panels or equipment, no wind generating power equipment shall be allowed on the Lots. No television antenna, no antenna of any kind or nature, no satellite dish over 18" in diameter, shall be allowed on the Lots unless completely screened from view from every street and from all other Lots in the Subdivision and from the golf course in a manner approved by the Architectural Control Committee. Satellite dishes of 18" or less shall be permitted only with the approval of the Architectural Control Committee.

ARTICLE IV.
EASEMENTS AND LICENSES

A. A perpetual license and easement is hereby reserved in favor of and granted to the U. S. West Telephone Company, the City or County franchised cable television firm and/or the Declarant, and to Omaha Public Power District, their successors, and assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message services and cable television under a 8-foot strip of land adjoining the rear boundary lines of all interior Lots, a 16-foot strip of land adjoining the rear boundary lines of all exterior Lots and a 5-foot strip of land adjoining all side boundary lot lines and license being granted for the use and benefit of all present and future owners of said Lots; provided, however, that said lot line easement is granted upon the specific condition that if any said utility companies fail to construct wires or conduits along any of the said lot lines within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementway, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B. All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

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ARTICLE V.
GENERAL PROVISIONS

A. The Declarant, or its assigns, or any Owner of a Lot named herein, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, or any person, firm corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots covered by this Declaration.

C. Invalidation of any one of these covenants by judgment of court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant and Other Property Owners have caused these presents to be executed on the date(s) shown.

DECLARANT:

TIBURON LIMITED PARTNERSHIP
a Nebraska Limited Partnership

BY: ORELLA, INC., a Nebraska
Corporation, General Partner

Date: 1-5-98

By: [Signature]
Eric B. Waddington, President

SWN INVESTMENTS

OTHER PROPERTY OWNERS:

Owner of Lot 286:

SWN INVESTMENTS,
a Nebraska partnership

Date: 1-7-98

By: [Signature]

Owner of Lot 77:

Date: 1-5-97

[Signature]
Gary L. Franks

98-00444I

STATE OF NEBRASKA }
COUNTY OF General } ss.

The foregoing instrument was acknowledged before me this 7 day of
January 1998, by SWI Investments
Lee H. Sapp GP.



Dawn G. Hansen
Notary Public

www.omnibattle.com

Kristi Weispenning

From: "Allen Marsh" <aj.marsh@cox.net>
Date: Thursday, June 07, 2012 7:42 PM
To: "Dave Christensen" <dchristensen@mclawyers.com>; "Larry Hammer" <lhammer17@cox.net>; "Pat Lichter" <patlichter@cox.net>; "Paul Stoupa" <prstoupa@hotmail.com>; "Ronald W Hunter" <rwhre@hunterlaw.omhcoxmail.com>
Attach: SID 158 COVENANTS FOR COMMERCIAL AREA.pdf

Kristi,

Please make copies for presentation at the meeting next Wednesday.

I am concerned about the beer and carwash signs that are located along 168th street.

Allen

FILED SARPY CO. NE
INSTRUMENT NUMBER
2005-15696

2005 MAY 13 PM 2:18

Seal Copy
REGISTER OF DEEDS

COUNTER W. C. E. G.
VERIFY W. C. E. G.
PROOF P
FEES \$ 41.50
CHECK# 3260
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

Prepared by & Return to: Michael C. Carter, 11506 Nicholas St., Suite 200, Omaha, NE 68154 (402) 493-2800

**EASEMENTS, COVENANTS
AND RESTRICTIONS
TIBURON VILLAGE
SARPY COUNTY, NEBRASKA**

This Declaration of Easements, Covenants and Restriction ("ECR") is made and executed on this 12 day of May, 2005, by Dial-Tiburon Land Development North, L.L.C. and Dial - Tiburon Small Shops, L.L.C., both Nebraska limited liability companies, and their successors or assigns ("Dial") as developer of subdivision or shopping center "Tiburon Village", a development and sub-division of Sarpy County, Nebraska to be platted and recorded in accordance with the laws, regulations and ordinances of County of Sarpy, State of Nebraska which property is more particularly described in Exhibit A, attached hereto and made a part hereof ("Property") and current lot owners.

**Article I
Recitals**

- 1.1 Dial is the fee simple owner of Lots 1 through 13 inclusive, of the property as surveyed, platted and recorded in Sarpy County, Nebraska.
- 1.2 Dial desires that the Property be developed pursuant to a general plan of improvement for commercial use and general office use in accord with the requirements and provisions of the plat of subdivision, use permits and zoning restrictions and requirements as approved by the appropriate governing body, and further desire that the Property be subject to easements, covenants and restrictions herein after set forth to insure proper use and appropriate development and improvement of the Property including the establishment of a Property Owners Association to properly own and maintain the Common Drive Tracts and Detention Cell.

**Article II
Definitions**

For purposes of this ECR, the following terms shall have the following meanings:

- A. "Lot" or "Tract" shall mean any subdivided portion of the Property as shown on Exhibit A.
- B. "Owner" shall mean the party or parties owning fee simple title to a Lots 1 - 13 according to the records of Sarpy County, Nebraska.
- D. "Common Drives" are shown on Exhibit A which shall include public streets.
- E. "Building Areas" shall mean those portions of each Lot that an Owner may elect to construct building improvements so long as the size and location does not violate Section 4.2c.

15696

A

- F. "Parking Area" shall mean the portion of each Lot, which is paved and striped for ingress, egress and parking use by Owners, customers, agents, invitees, tenants and employees in accord with the parking requirements of this ECR and the appropriate governing body parking requirements.
- G. "Sidewalks" shall mean those portions of the Lots and Tracts of the Property designated on Exhibit A required to be paved for pedestrian's traffic exclusively.
- H. "Tenant" shall mean any occupant of any building located on any Lot or any portion of any building whether such occupancy is pursuant to a written lease or an oral tenancy, including an occupant holding over possession upon expiration of its lease term.
- I. "Mortgagee" shall mean any mortgagee under a mortgage or any trustee or beneficiary under a deed of trust constituting a lien on any Lot.

**Article III
Uses**

3.1 Lots 1 - 13 shall be used for commercial purposes of the type normally found in a retail shopping center, including without limitations, financial institutions, convenience stores including gas pumps, service shops, fast food and sit down restaurants, general offices and retail stores.

3.2 No business of manufacturing, wholesale, distribution or industrial operation; pornographic or "triple-X video, triple-X bookstore" or similar business appealing to customers prurient interest shall be conducted on any Lot without the written consent of each and every Owner of all Lots in the Property. No business may be conducted which may be or become an annoyance or nuisance to any Owner or Tenant or occupant of any other Lot by reason of unsightliness, excessive emission of noxious fumes or odors, vibration, gases, radiation, dust, liquid waste, smoke or noise (other than that which may reasonably occur during construction of improvements on a Lot).

**Article IV
Improvements**

4.1 Buildings:

(a) Dial shall approve all buildings for compliance with this provision, provided such architectural plans and specifications shall be submitted to Dial prior to commencement of construction. Dial shall approve or reject such architectural plans within thirty (30) days. Dial or its successors may enforce this section by injunctive relief.

(b) When the construction of any building has commenced, work must proceed diligently and must be completed within a reasonable time thereafter. Adequate screening shall be required to reduce dirt, dust and debris from entering other lots.

(c) No improvements or alterations shall materially change or alter the drainage of the Property.

(d) All ground mounted HVAC equipment and all garbage collection facilities and dumpsters of any kind located on each Lot shall be screened or fenced, using block or brick materials, from view from adjacent Lots. Garbage and trash receptacles shall be completely screen from the public view by the use of a screened and landscaped yard open to the sky. Such refuse area shall have a concrete slab. Enclosing walls shall be of the same or compatible materials as the building. Foundation walls shall

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be provided for the screen walls to protect against frost action. Gates are not required on compactor screens under this agreement, however, the refuse truck opening shall be arranged in such a manner as not to expose the receptacles to general view.

(e) The parking lot lighting level shall be at one foot candle at a minimum.

(f) Landscaping shall be similar and consistent with developments of shopping centers of similar size and nature in the area. Dial shall approve all landscaping designs for compliance with this provision. Dial shall approve or reject the design within thirty (30) days. Dial or its successors may enforce this section by injunctive relief.

4.2 Ingress/Egress and Parking Areas:

(a) Owners of each Lot and their tenants, customers, employees, invitees and agents shall have an easement for ingress and egress from one Lot to another on the Property through and across the public roads and no owner may materially modify or change the flow of vehicular or pedestrian traffic designated on the plat of the subdivision, as approved by Sarpy County. This grant of easement for ingress and egress on one Lot to the other shall run with the land and is only for the benefit of any and all assignees, successors in interest, tenants, buyers or other persons or entities who may be legally entitled to use and occupancy of any Lot. In addition, a permanent and perpetual reciprocal parking easement to run with the land is hereby granted for the customers and invitees of the Owners or Tenants of Lots. However, each and every Owner or Tenant occupying or using any Lot shall prohibit its on-duty employees from parking on any other Owner's or Tenant's lot.

(b) All parking areas, access drives and loading areas shall be paved with concrete or asphalt and graded in accord with the Property grading plan designated.

(c) Each and every Owner or Tenant occupying any Lot shall independently maintain its Parking Area to accommodate a minimum of, (i) in the case of retail or service use, five (5) parking spaces for each one thousand (1000) square feet of Floor Area, (ii) in the case of fast food or sit down restaurants, or theatre there shall be 1.0 car spaces for each three (3) seats; (iii) and insofar as any lodging facility is concerned there shall be 1.5 car spaces for each unit, and, (iv) in the case of office or financial institution use, four (4) parking spaces for every one thousand (1000) square feet of rentable square feet.

(d) No Owner or Tenant may commence doing business on any Lot in the Property unless and until the Parking Area of said Lot is paved and striped for parking in accord with this ECR.

(e) Dial shall cause to be constructed the Drives, as identified on the Exhibit A, and shall pay for the construction permits therefor. Each Owner shall construct its own access to such Owner's Lot from such drives at its sole cost and expense, including costs of any permits therefor.

4.3 Landscape Areas:

(a) All Landscaping Areas shall be consistent with paragraph 4.1(g) above.

(b) All landscaping plans shall include an underground lawn sprinkling system connected to an adequate source of water and which is automatically activated as frequently as necessary to maintain green, healthy condition of all lawns, trees, shrubs and other plants on each and every Lot. Provided further, it shall be the responsibility of the Owner of each and every Lot to landscape and maintain the area between the lot lines of the Owner's Lot and the curbs of any roadways or the Common Drive adjacent to any Lot.

(c) All landscaping and underground sprinkler systems shall be completed within sixty (60) days after the substantial completion of construction of any building to be constructed on any Lot, provided

however, if weather conditions do not at such time permit, then such landscaping shall be completed as soon thereafter as weather conditions permit.

Article V Signs

5.1 All signs shall comply with the codes, rules and regulations pertaining to signs as promulgated by the appropriate governing body. No sign of any type shall be placed upon the roof of any building on the Property. Each building constructed on any lot shall be permitted a maximum of one (1) monument sign (the design and building material shall be approved by Dial or its assigns) not to exceed ten (10) feet in height, plus additional signage located on the face of such building. No flashing signs, no temporary signs, other than "For Sale or Lease", or banners (except for those professionally prepared and commonly used by other banks in the course of normal banking transactions) will be allowed.

5.2 Dial shall, at its expense, construct a base and frame and install sign panels, back lit sign or other signage approved by the appropriate governing body in as many locations as deemed necessary in this Development. Dial shall at its expense construct monument signs for name recognition of the shopping center. Dial may sell and assign such rights to such signage in its sole discretion to any Lot Owner. The Owners of Lots 1, 3, 4, 7, 8 and 13 hereby grant an easement to Dial or its Successor or Assigns over and across its Lots for construction, maintenance, repair and replacements of such signs, in the area set forth on Exhibit "B."

Article VI Utilities

6.1 Construction of Utilities: Dial shall cause to be installed electricity, gas, water, sanitary sewer and storm sewer in accord with the utility plan, as designated in engineering plans as approved by the appropriate governing body. These utilities shall be available to all Lot Owners as newly installed whether in any Lot, or the Common Drives. It is agreed, however, that any hook-up fee, tap-in fee, impact fee, land use fee, meter fee, trip fees for proposed traffic use of streets, meter installation fees or other fees which may be levied or assessed, or charged by an governmental or quasi governmental agency for the development of each Lot shall be the cost of the Owners or Occupants developing such Lot and not the cost of Dial.

6.2 Easements: Each Owner of each Lot shall cooperate in granting appropriate easements to the appropriate governmental or quasi governmental agencies or utility companies and the other Lot Owners for the installation, maintenance, repair and replacements of utilities services as set forth in the plat of the subdivision.

Article VII Maintenance

7.1 Maintenance Obligations: Each Owner of each Lot shall keep and maintain its Lot and improvements in good condition and repair. Maintenance shall include, without limitations, the following:

- (a) Maintain parking surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;
- (b) Remove all debris, filth and refuse and periodically sweep Lot to maintain in a clean and orderly condition;
- (c) Remove snow and ice from parking areas and sidewalks in a reasonable manner and not placed in other parcels, so that they may be used by customers and patrons of the Owners and Tenants in accordance with the provisions of this Agreement;

- D
- (d) Operate, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required in accordance with the original design;
 - (e) Maintain all perimeter walls, exterior building walls and all retaining walls in a good condition and state of repair.
 - (f) Maintain (with a minimum of four application process of fertilizer, weed and insect control), mow, weed, trim and replace shrubs and other landscaping as is necessary.
 - (g) Maintain an underground sprinkler system for all landscaping.
 - (h) Maintain and replace any appropriate and necessary signs and markers.

7.2 Expenses Respective owner(s) shall pay the expenses of maintaining the Building Areas, Parking Areas, Sidewalks, and Landscapes Areas on their respective Lot(s).

Article VIII Miscellaneous

8.1 Severability. All of the conditions, covenants, restrictions and reservations contained in this Declaration shall be construed together, but if it shall at any time be held that any one of such conditions, covenants, restrictions and reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions and reservations or any part thereof shall be thereby affected or impaired.

8.2 Owner's Liability Subsequent to Sale. Upon the sale of a Lot, the Owner so selling shall not have any further liability for the obligations hereon which accrue against the Lot after the date of the conveyance; provided, however, that nothing herein shall be construed so as to relieve an Owner of any Lot from any liabilities or obligations incurred prior to such sale pursuant to this Declaration.

8.3 Not a Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Declarants that this Declaration shall be strictly limited to the purposes expressed herein. Provided, however, Dial, or its assigns may, but is not required to, dedicate any land it deems advisable.

8.4 Benefits and Burdens. The terms and provisions contained in this Declaration shall be binding upon and inure to the benefit of the Declarants and the Owners of all Lots located within the Property and their respective heirs, successors, personal representatives, and assigns. Each Tenant shall be subject to this Declaration, but no Tenant shall take any rights hereunder or be deemed to be a third party beneficiary hereof.

8.5 Notice. Any notices required or permitted herein shall be in writing and sent by Federal Express or other receipted overnight courier service or mailed, postage prepaid, by registered or certified mail, return receipt requested, and shall be directed as follows: If intended for a Lot Owner, to the Owner of such Lot by name and address as shown on the then current real property tax rolls in Sarpy County, Nebraska.

8.6 Singular and Plural. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.

8.7 Mutual Indemnification.

THE OWNER OF EACH OF THE LOTS SHALL INDEMNIFY AND HOLD THE OWNERS OF THE OTHER LOTS

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HARMLESS WITH RESPECT TO INJURIES, DAMAGES AND LIABILITIES WHICH ARISE ON SUCH RESPECTIVE OWNER'S LOT UNLESS SUCH INJURY OR DAMAGE IS CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE OWNER OF ANOTHER LOT OR SUCH OWNER'S AGENTS, INVITEES, AND/OR EMPLOYEES.

8.8 Insurance. The Owner or Tenant of each Lot shall secure and maintain as to the portion of the parking lots, driveways and/or walkways traversing any portion of such owner's Lot public liability insurance coverage covering such party's Lot, insuring against the risk of bodily injury, property damage and personal injury liability with respect to such Lot, in an amount of not less than Five Million Dollars (\$5,000,000.00).

8.9 Hazardous Material. All operations or activities upon, or any use or occupancy of any Lot, or any portion thereof, by such party, its assignees, subtenants, and their respective agents, servants, employees, representatives and contractors (collectively, "Affiliates"), throughout the term of this Agreement, shall be in all respects in compliance with all federal, state and local laws, regulations, statutes, ordinances or orders then governing or in any way relating to the generation, handling, manufacturing, treatment, storage, use, transportation, release, spillage, leakage, dumping, discharge or disposal of any Hazardous Materials ("Environmental Laws"). As used herein, "Hazardous Materials" shall mean any hazardous or toxic waste, substance or petroleum product as defined for purposes of any Environmental Laws and all amendments thereto.

IN WITNESS WHEREOF, declarant has executed this ECR as of the date first above written.

DIAL - TIBURON LAND DEVELOPMENT NORTH,
L.L.C., A Nebraska limited liability company

By: *James A. England*
Its: Manager

DIAL - TIBURON SMALL SHOPS, L.L.C.,
A Nebraska limited liability company

By: *James A. England*
Its: Manager

2005-15696 F

EXHIBIT "A"

LEGAL DESCRIPTION

Tiburon Village being a Replat of Lot 400A2A, Lot 401A, Tiburon, and Lot 1 Tiburon Replat II located in Section 28, Township 14 North, Range 11 East of the 6th P.M. Sarpy County, Nebraska, Lots 1 through 13 inclusive.

Kristi Weispfenning

From: "Allen Marsh" <aj.marsh@cox.net>
Date: Thursday, June 07, 2012 7:36 PM
To: "Dave Christensen" <dchristensen@mclawyers.com>; "Larry Hammer" <lhammer17@cox.net>; "Pat Lichter" <patlichter@cox.net>; "Paul Stoupa" <prstoupa@hotmail.com>; "Ronald W Hunter" <rwhre@hunterlaw.omhcoxmail.com>
Subject: FW: Garden areas
To All:

This by no means a "small vegetable garden....."

Allen

From: Pat Lichter [mailto:patlichter@cox.net]
Sent: Wednesday, June 06, 2012 5:12 PM
To: 'Larry Hammer'
Cc: 'allen marsh'; dchristensen@mclawyers.com; prstoupa@hotmail.com
Subject: RE: Garden areas

T. Small vegetable gardens and rock gardens shall be permitted maintained in the designated rear yard of any Lot, behind the dwelling or
Further, rock gardens must be approved by the Architectural Control Cor

-----Original Message-----

From: Larry Hammer [mailto:lhammer17@cox.net]
Sent: Wednesday, June 06, 2012 5:04 PM
To: Pat Lichter
Cc: allen marsh; <dchristensen@mclawyers.com>; <prstoupa@hotmail.com>
Subject: Re: Garden areas

I am out of town. From the information, I'm receiving from this email, I'm wondering where this is and what the exact situation is? It certainly is an abrupt and angry email.

I do remember that there are covenants prohibiting "gardens."

Larry

Sent from my iPad

On Jun 6, 2012, at 3:49 PM, "Pat Lichter" <patlichter@cox.net> wrote:

>
> FYI
>
> -----Original Message-----
> **From:** Trevor Brown [mailto:trevorb78@yahoo.com]
> **Sent:** Wednesday, June 06, 2012 10:41 AM
> **To:** patlichter@cox.net
> **Subject:** Re: Garden areas

>
>
>
> Also, these garden beds aren't even 20% complete. I've been in the
> house for less than 10 days. I can't think of anyway who I know who
> has had to deal with this much hostility from a neighborhood
> association in such a short amount of time. I've now received 4
> complaints through you and have only been welcomed to the neighborhood
> by one family. Is this what I should tell people the Tiburon
> "neighborhood" is all about. I'm sorry that you're the middle man on
> this stuff and I am having to express my disappointment to you but no
> one else has said anything to me thus far

>
>
> -----

> On Wed, Jun 6, 2012 8:20 AM CDT Pat Lichter wrote:

>
>> Trevor,
>>
>>
>>
>> I must admit that I haven't seen them, but have had several
>> inquiries about your garden areas. How high are you building these
>> and do you think that they conform to the rest of the neighborhood?
>> That is a primary concern and we don't want to see it disturbed. We
>> do want you to enjoy your garden, but they need to look aesthetically pleasing.
>>
>>
>>
>> Pat Lichter
>>
>

Kristi Weispfenning

From: "Kurt Schaecher" <schaecherk@hotmail.com>
Date: Monday, June 04, 2012 1:38 PM
To: <rwhre@hunterlaw.omhcoxmail.com>; "Leslie Schaecher" <leslie.schaecher@nfm.com>
Cc: <sdylla@bbbnebraska.org>; <cjbumsted@aol.com>; "Jason Gillman" <jasongillman@hotmail.com>; <jlbumsted@gmail.com>
Attach: Schaecher letter to Hunter.pdf
Subject: Schaecher BBB case settlement
Kristi,

Thank you for taking my call today. As you requested please see the attached letter for Mr Hunter regarding the Schaecher settlement. If you have any questions please let me know. Please confirm receipt of this e-mail.

Thank you,
Kurt & Leslie Schaecher

June 4, 2012

Ronald A. Hunter Sr., Attorney for Tiburon SID
11605 Arbor St. #104
Omaha, NE 68144-2982

RE: Schaecher Home / Roof Issue
BBB Case ID: 300074493
Case Date: 11/14/2011

Dear Mr. Hunter,

As you know we have a complaint filed with the BBB against Choice Homes regarding the roof issues with our house. Due to the Tiburon covenants an additional \$8,423.94 was spent to comply. The additional \$8,423.94 is a cost that has already been paid in full by the Schaechers. In an effort to resolve the BBB complaint; an offer was made by Choice Homes and the Tiburon SID to settle the dispute, dividing the cost by 1/3 for each party.

Schaecher	\$2,807.98
Choice Homes	\$2,807.98
Tiburon SID	\$2,807.98

This letter is advising you we formally accept the offer and wish to move forward with settlement proceeds. At your convenience please review this letter with the SID board for approval. Please advise to the best of your knowledge when you anticipate payment. If you should have any questions please contact me at the number below. Thank you for your cooperation.

Sincerely,



Kurt & Leslie Schaecher
10214 Spyglass Dr
Omaha, NE 68136
402-686-0221

Cc: Better Business Bureau, Inc
Attn: Susan Dylla
Via e-mail: sdylla@bbbnebraska.org

Cc: Choice Homes
Attn: Chad Bumsted, Jason Gillman, Jennifer Bumsted
Via e-mail: cjbumsted@aol.com, jasongillman@hotmail.com, jlbumsted@gmail.com

Kristi Weispfenning

From: "Chris Perrone" <chris@perrone-law.com>
Date: Tuesday, June 05, 2012 4:09 PM
To: "Kristi Weispfenning" <rwhe@hunterlaw.omhcoxmail.com>
Subject: RE: Singer
Kristi,

Steve Davidson (Baird Holm) officially withdrew in May and no new counsel has made an appearance as of yet. I have sent Mr. Singer a letter indicating that matter will proceed regardless of whether he has new counsel and have asked the Court to set the matter for a scheduling conference. I believe it is set for this conference on June 18th.

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: Kristi Weispfenning [mailto:rwhe@hunterlaw.omhcoxmail.com]
Sent: Tuesday, June 05, 2012 10:18 AM
To: chris@perrone-law.com; Allen J Marsh; Allen Marsh; Larry Hammer; Pat Lichter; Paul Stoupa
Subject: Singer
Importance: High

Chris:

We were just wondering if Singer has hired new counsel to replace Baird Holm and if you have any updates regarding this lawsuit to date?

Thanks

Kristi Weispenning,
Legal Assistant to Ronald W. Hunter
11605 Arbor Street, Suite 104
Omaha, NE 68144
402-397-6965 (office)
402-397-0607 (fax)
402-507-8303 (cell)

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FUND: 8058	SID #158 GENERAL	M-T-D	Y-T-D
10100	- BEGINNING CASH ON HAND	111,115.31	259,158.70
15100	- BEGINNING INVESTMENT ON HAND	0.00	0.00
BEGINNING BALANCE:		111,115.31	259,158.70
TAX RECEIPT COLLECTIONS:			
30136	- 2010 PERSONAL PROPERTY TAX	0.00	397.72
30137	- 2011 PERSONAL PROPERTY TAX	0.00	389.19
30332	- 2006 REAL ESTATE TAX	0.00	25.51
30333	- 2007 REAL ESTATE TAX	0.00	31.51
30334	- 2008 REAL ESTATE TAX	0.00	28.43
30335	- 2009 REAL ESTATE TAX	0.00	25.47
30336	- 2010 REAL ESTATE TAXES	0.00	162,867.44
30337	- 2011 REAL ESTATE TAXES	1,941.98	196,228.15
TAX RECEIPT TOTALS:		1,941.98	359,993.42
34401	- HOMESTEAD EXEMP ALLOCATION	662.06	3,264.42
34403	- REAL ESTATE TAX CREDIT	0.00	11,170.28
34601	- MOTOR VEHICLE PRO RATE	0.00	777.27
54001	- MISCELLANEOUS REVENUE	16,483.53	153,132.91
OTHER RECEIPT TOTALS:		17,145.59	168,344.88
60000	- DISBURSEMENTS	-1,689.00	-726,822.10
60001	- PROPERTY TAX COMMISSION	-38.84	-7,199.86
59002	- INTERFUND TRANSFER	0.00	75,000.00
10000	ENDING CASH ON HAND	128,475.04	128,475.04
15100	ENDING INVESTMENT ON HAND	0.00	0.00
GRAND TOTALS		128,475.04	128,475.04

FUND: 8358	SID #158 BOND	M-T-D	Y-T-D
10100	- BEGINNING CASH ON HAND	1,525,553.43	983,592.57
15100	- BEGINNING INVESTMENT ON HAND	0.00	764,653.76
BEGINNING BALANCE:		1,525,553.43	1,748,246.33
TAX RECEIPT COLLECTIONS:			
30136	- 2010 PERSONAL PROPERTY TAX	0.00	539.75
30137	- 2011 PERSONAL PROPERTY TAX	0.00	528.14
30332	- 2006 REAL ESTATE TAX	0.00	34.63
30333	- 2007 REAL ESTATE TAX	0.00	42.77
30334	- 2008 REAL ESTATE TAX	0.00	38.56
30335	- 2009 REAL ESTATE TAX	0.00	34.55
30336	- 2010 REAL ESTATE TAXES	0.00	221,034.34
30337	- 2011 REAL ESTATE TAXES	2,635.52	266,309.57
TAX RECEIPT TOTALS:		2,635.52	488,562.31
31701	- SPECIAL ASSESSMENTS	23,516.47	346,670.53
34401	- HOMESTEAD EXEMP ALLOCATION	898.51	4,430.28
34403	- REAL ESTATE TAX CREDIT	0.00	15,159.66
34601	- MOTOR VEHICLE PRO RATE	0.00	1,054.87
51001	- INTEREST ON INVESTMENTS	0.00	415.66
54001	- MISCELLANEOUS REVENUE	0.00	27,277.16
OTHER RECEIPT TOTALS:		24,414.98	395,008.16
60000	- DISBURSEMENTS	-66,310.00	-1,202,442.65
60001	- PROPERTY TAX COMMISSION	-52.71	-9,771.25
60002	- SPECIAL ASSESSMENT COMM	-470.33	-6,933.41
59002	- INTERFUND TRANSFER	0.00	73,101.40
15100	- INVESTMENTS	0.00	-764,653.76
10000	ENDING CASH ON HAND	1,485,770.89	1,485,770.89
15100	ENDING INVESTMENT ON HAND	0.00	0.00
GRAND TOTALS		1,485,770.89	1,485,770.89

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

10100	- BEGINNING CASH ON HAND	27,265.31	65,354.73
15100	- BEGINNING INVESTMENT ON HAND	0.00	0.00

	BEGINNING BALANCE:	27,265.31	65,354.73
TAX RECEIPT COLLECTIONS:			
53050	- USE FEES	0.00	36,910.58

	OTHER RECEIPT TOTALS:	0.00	36,910.58
60000	- DISBURSEMENTS	0.00	-75,000.00
10000	ENDING CASH ON HAND	27,265.31	27,265.31
15100	ENDING INVESTMENT ON HAND	0.00	0.00

	GRAND TOTALS	27,265.31	27,265.31

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

May 17, 2012

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

Re: Lot 12, Tiburon Subdivision

Dear Mr. James:

On May 2, 2012, SID 158 sold Lot 12, 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 \$40,000.00 from Omaha Title And Escrow, Inc., Escrow Agent. Please deposit \$23,516.47 in the Construction Fund of the District to pay the special assessments owed and deposit \$16,483.53 in the General Fund of the District for the proceeds from the sale of Lot 12.

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



Improving life with energy

PO BOX 22127
LINCOLN, NE 68542-2127

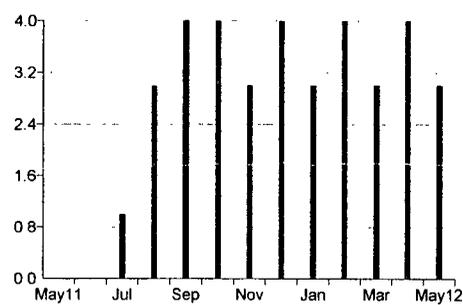
Account Number: 0867 6626 56
Service For: SARPY SID 158
Billing Date: May 29, 2012



Current Month Charges	
Due Jun 18, 2012	21.56
Unpaid Balance DUE NOW	25.40
Total This Bill	\$46.96

Customer Service: 1-888-890-5554 | 24-Hour Emergency: 1-800-694-8989 | Email: custserv@blackhillscorp.com | www.blackhillsenergy.com

Your gas use at a glance (in Therms)
for 10515 S 176 ST/PAPILLION,NE
Meter NGM916861



	Days	Therms/Day	Cost/Day
This Month	29	.10	\$0.73
Last Month	31	.13	\$0.73
Last Year	29	.00	\$0.68

Your Account Summary (see following pages for details)

Previous Bill Total	\$25.40
Payments	0.00
Unpaid Balance	25.40
Current Month Charges	
Gas Service	21.31
Fees/Adjustments	0.25
Total This Bill	\$46.96

Your bill just got a makeover! Your bill now includes an easier-to-read summary, corresponding detail on the back, and a graph that shows current and historical usage at a glance. Visit our website for more information on how to read your bill.

If you smell natural gas, leave the premises immediately and call Black Hills Energy at 1-800-694-8989 or call 911.

A total of \$47.43 is due if full payment is not received by 06/18/2012.

Your account contains an unpaid balance that must be paid immediately to stop collection activity.

Black Hills Cares helps eligible customers meet energy needs through voluntary tax-deductible donations. To give, please mark your payment stub with the monthly amount you wish to be billed, or donate when it's convenient for you. BHE matches your donation. Visit our website to learn more.



PO BOX 22127
LINCOLN, NE 68542-2127



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

07036

Account Number: 0867 6626 56

Current Month Charges	
Due Jun 18, 2012	21.56
Unpaid Balance DUE NOW	25.40
Total This Bill	\$46.96
Make checks payable to: Black Hills Energy	
ENTER AMOUNT ENCLOSED:	

For Black Hills Cares enrollment, select a monthly donation to be included in future bills or a one-time donation included with this payment:

_____ \$5 _____ \$10 _____ \$20 Other \$ _____ One-time \$ _____



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RAPID CITY SD 57709-6001



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086766265600000004743000000046969305



Improving life with energy

PO BOX 22127
LINCOLN, NE 68542-2127

Account Number: 3340 6759 18
Service For: SARPY SID 158
Billing Date: May 29, 2012



Current Month Charges	
Due Jun 18, 2012	577.40
Unpaid Balance DUE NOW	103.15
Total This Bill	\$680.55

Customer Service: 1-888-890-5554 | 24-Hour Emergency: 1-800-694-8989 | Email: custserv@blackhillscorp.com | www.blackhillsenergy.com

Your Account Summary (see following pages for details)

Previous Bill Total	\$103.15
Payments	0.00
Unpaid Balance	103.15

Current Month Charges	
Gas Service	577.40
Total This Bill	\$680.55

Your bill just got a makeover! Your bill now includes an easier-to-read summary, corresponding detail on the back, and a graph that shows current and historical usage at a glance. Visit our website for more information on how to read your bill.

If you smell natural gas, leave the premises immediately and call Black Hills Energy at 1-800-694-8989 or call 911.

Your account contains an unpaid balance that must be paid immediately to stop collection activity.

We are currently holding a deposit of \$358.00

Black Hills Cares helps eligible customers meet energy needs through voluntary tax-deductible donations. To give, please mark your payment stub with the monthly amount you wish to be billed, or donate when it's convenient for you. BHE matches your donation. Visit our website to learn more.



PO BOX 22127
LINCOLN, NE 68542-2127

Account Number: 3340 6759 18

Current Month Charges	
Due Jun 18, 2012	577.40
Unpaid Balance DUE NOW	103.15
Total This Bill	\$680.55
Make checks payable to: Black Hills Energy	
ENTER AMOUNT ENCLOSED:	

For Black Hills Cares enrollment, select a monthly donation to be included in future bills or a one-time donation included with this payment!

_____ \$5 _____ \$10 _____ \$20 Other \$ _____ One-time \$ _____

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

07038



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334067591800000068055000000680550305



Details of Current Charges -- Gas Service for 17504 CORNHUSKER RD/PAPILLION,NE

GAS SERVICE (NE051)

Meter Number: BHE139822

Reading	05/25/12	9074
Reading	04/26/12	9066
	29 days	8 Hundred Cubic Feet (CCF)
		x 1.1214 Gas Pressure Factor
		x 1.0068 BTU Factor
		9 Total Billable Therms
Your average daily usage was		.31 Therms
Last year this period it was		.00 Therms

Billing details for 04/26/12 - 05/25/12, 29 days.

Customer Charge	18.50
Base Rate 9 therms @ \$0.17245	1.55
PGA 9 therms @ \$0.55969, 4/29 days	0.69
PGA 9 therms @ \$0.32914, 25/29 days	2.55
State Regulatory Assessment	0.10
State Sales Tax \$23.39 @ 5.5%	1.29
Total charge this service	\$24.68

The Omaha World-Herald Ad Order Confirmation

Ad Content

NOTICE TO BIDDERS
 SANITARY AND IMPROVEMENT DISTRICT NO. 158
 OF SARPY COUNTY, NEBRASKA
 TIBURON
 SOLID WASTE COLLECTION AND DISPOSAL

Sealed proposals will be received in the office of Thompson, Dreessen & Dörner Inc.: 10836 Old Mill Road: Omaha, Nebraska 68154, until 4:00 P.M. on the 6th of June, 2012 for the furnishing of all labor, use of Contractor's equipment, payment of disposal fees, and all else necessary to provide SOLID WASTE COLLECTION AND DISPOSAL services within the boundary of Sanitary and Improvement District No 158 of Sarpy County, Nebraska (Tiburon).

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 execution of SOLID WASTE COLLECTION AND DISPOSAL.

The extent of the work consists of effectuation of curbside pickup and proper disposal of solid waste of all single family residents of SID 158. There are currently 515 single family residences located within the boundary of SID 158. The Contract rate shall be expressed as a monthly cost per residence. The contract period shall be July 1, 2012 through June 30, 2015.

The Engineer's estimate for furnishing all labor, equipment, payment of disposal fees and other effectuation of all of such services for the Contract Period is \$259,560.00.

All work called for in the specifications shall be furnished in strict accordance with the specifications prepared by Thompson, Dreessen & Dörner, Inc., Engineers for the District, and now filed in the office of the Clerk of the District at 11605 Arbor Street, Suite 104; Omaha, Nebraska 68144, and bids will be received only upon the proposal form furnished through the Engineer for the District.

No Bid Bond or Bid Security shall be required.

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

Specifications and Contract Documents may be examined at the office of the Clerk of the District at: 11605 Arbor Street, Suite 104, Omaha, Nebraska 68144, and may be procured from the office of Thompson, Dreessen & Dörner, Inc.; 10836 Old Mill Road, Omaha, Nebraska 68154, no Deposit shall be required.

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: Patrick S. Lichter, Clerk

1515067: 5/16, 5/23 & 5/30

Ad Number 0001515067-01
Sales Rep. jerwin
Order Taker jerwin
Ad Type SNI Legals Semi D
Ad Size
 : 2.0 X 45 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>
\$101.47	\$101.47

Payment Method

<u>Payment Amount</u>	<u>Amount Due</u>
\$0.00	\$101.47

<u>Product Information</u>	<u>Placement/Classification</u>	<u>Run Dates</u>	<u># Inserts</u>	<u>Cost</u>
SNI Classified::	Papillion Legals SNI Legal Papillion-Appears i	5/16/2012, 5/23/2012, 5/30/2012	3	\$101.47

The Omaha World-Herald Ad Order Confirmation

Ad Content

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

NOTICE OF RESOLUTION OF NECESSITY
 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 June 13, 2012, at 9915 South 148th Street, Omaha, Nebraska, which meeting will be held open to the public. The Agenda for such meeting, kept continuously current, is available for public inspection at the office of the attorney for the District at 11605 Arbor Street, Suite 104, Omaha, Nebraska 68144-2934, and includes the payment of bills of the District and the consideration and passing or amending and passing of the following Resolutions, to-wit:

BE IT RESOLVED, that the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to run a Resolution of Necessity for Waste Collection For Years 2012 through 2015, in Tiburon, a subdivision in Sarpy County, Nebraska, within the boundaries of SID 158.

BE IT FURTHER RESOLVED, that said Waste Collection and all other appurtenances and items of work incidental and necessary thereto shall be for Tiburon, a subdivision in Sarpy County, Nebraska, within the boundaries of SID 158. The following is a general description of the work to be performed for the above-referenced project.

Removal and disposal of residential trash and recyclables from all residences within the boundaries of the District for Years 2012, 2013, 2014 and 2015.

The plans and specifications for said Waste Collection have been prepared by Thompson, Dreessen, & Dörner, Inc., engineers employed by the District for this purpose, and filed with the Board of Trustees of the District prior to the first publication of this resolution. The total estimated cost to the District for said improvements, including engineering, testing, supervision, publication costs, legal, interest, and miscellaneous costs is \$310,500.00.

All of said costs shall be paid out of the General Fund of the District and none of it will be specially assessed. Any owner of property may appear and make objections to the proposed improvements. This proposed Resolution may be amended and passed or may be passed as proposed.

SANITARY AND IMPROVEMENT
 DISTRICT NO. 158 OF SARPY
 COUNTY, NEBRASKA
 By: Allen Marsh, Chairman
 Patrick S. Lichter, Clerk

1517681; 5/30 & 6/6

Ad Number 0001517681-01

Sales Rep. jerwin

Order Taker jerwin

Ad Type SNI Legals Semi D

Ad Size
 : 2.0 X 49 Li

PO Number SID 158

Color B&W

Promo Type

Customer

RONALD W HUNTER, ATTY AT

Customer Account

167774

Customer Address

11605 ARBOR ST., SUITE 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>
\$75.45	\$75.45

Payment Method

<u>Payment Amount</u>	<u>Amount Due</u>
\$0.00	\$75.45

<u>Product Information</u>	<u>Placement/Classification</u>	<u>Run Dates</u>	<u># Inserts</u>	<u>Cost</u>
SNI Classified::	Papillion Legals	5/30/2012, 6/6/2012	2	\$75.45
	SNI Legal Papillion-Appears i			



Account Number	Due Date	Total Amount Due
2097155308	Jun 28, 2012	\$3,073.82

Customer Name: SID 158 SARPY
Statement Date: June 8, 2012

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	5-7-12	6-6-12	8091223	205182	209954 Actual	4772	1	kWh	4772

Your Electric Usage Profile

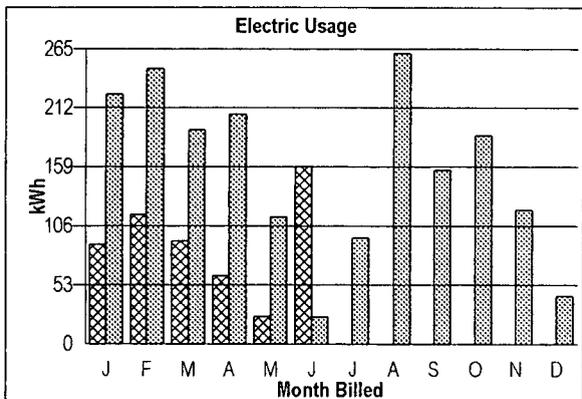
Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2012 ☒	30	4772	159	80	55
2011 ☐	32	757	23	78	57

Basic Service 12.35
kWh Usage 385.48
Fuel And Purchased Power Adjustment 11.88
Sales Tax 22.53

Total Charges \$432.24
Previous Balance 2,641.58
Total Amount Due \$3,073.82

Late Payment Charge of \$17.29 applies after due date.

Your average daily electric cost was: \$14.41



1

Please return this portion with payment

There are a number of ways to report an outage and track the progress of power restoration. To learn more, see Outlets.

Statement Date: June 8, 2012

Account Number	Due Date	Total Amount Due
2097155308	Jun 28, 2012	\$3,073.82

Late Payment Charge of \$17.29 applies after due date.

Amount Paid

Energy Assistance: Monthly \$1 \$2 \$5 Other \$

One-Time Contribution \$

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



01209715530810000030738200000309111201206289



Account Number	Due Date	Total Amount Due
9063100050	May 29, 2012	\$11,055.20

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

Customer Name: SID 158 SARPY
Statement Date May 9, 2012

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	4-5-12	5-7-12	1252	kWh	\$133.62
10302 S 168 ST, LFT2 OMAHA NE	General Service Non-Demand	4-5-12	5-7-12	197	kWh	\$32.00
10302 S 168 ST, POOL OMAHA NE	General Service Non-Demand	4-5-12	5-7-12	235	kWh	\$35.67
10309 S 180 ST, WELL OMAHA NE	General Service Demand	4-5-12	5-7-12	8067	kWh 32.00	\$679.89
10507 S 179 AVE, LIFT OMAHA NE	General Service Non-Demand	4-5-12	5-7-12	3119	kWh	\$309.53
16800 CORNHUSKER RD, STLT OMAHA NE	Street Light Method 61	N/A	N/A			\$1,735.15
17419 RIVIERA DR, LFT2 OMAHA NE	General Service Non-Demand	4-5-12	5-7-12	110	kWh	\$23.62
17505 RIVIERA DR, WELL OMAHA NE	General Service Non-Demand	4-5-12	5-7-12	5243	kWh	\$444.40
17640 1/2 PRESTWICK AVE OMAHA NE	General Service Non-Demand	4-5-12	5-7-12	324	kWh	\$44.24
17710 PINEHURST AVE, SIGN OMAHA NE	General Service Non-Demand	4-5-12	5-7-12	4	kWh	\$16.54
18000 CORNHUSKER RD, LIFT OMAHA NE	General Service Non-Demand	4-5-12	5-7-12	195	kWh	\$31.82
9494 S 175 CIR, LIFT OMAHA NE	General Service Non-Demand	4-5-12	5-7-12	50	kWh	\$17.84
9818 1/2 S 175 CIR OMAHA NE	General Service Non-Demand	N/A	N/A			\$16.53
9902 S 172 ST OMAHA NE	Street Light Method 61	N/A	N/A			\$1,945.74

2

Please return this portion with payment

May is National Electric Safety month. For safety tips or information on safety-enhancing products, see Outlets.

Statement Date: May 9, 2012

Account Number	Due Date	Total Amount Due
9063100050	May 29, 2012	\$11,055.20

Late Payment Charge of \$229.97 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



01906310005020000110552000001128517201205293





Account Number	Due Date	Total Amount Due
9063100050	May 29, 2012	\$11,055.20

Customer Name: SID 158 SARPY
Statement Date: May 9, 2012

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	4-5-12	5-7-12	1465 kWh	34 00	\$282.70

Total Charges	\$5,749.29
Previous Balance	22,586.54
Payments Received: 04/25/12	17,280.63CR
Total Amount Due	\$11,055.20

Late Payment Charge of \$229.97 applies after due date.



Account Number	Due Date	Total Amount Due
9063100050	May 29, 2012	\$11,055.20

Customer Name: SID 158 SARPY
Statement Date: May 9, 2012

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

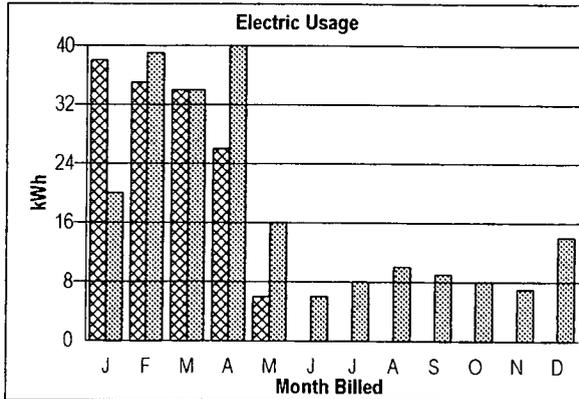
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier	kWh	
General Service Non-Demand	4-5-12	5-7-12	7249880	28206	28403 Actual	197	1	kWh	197

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2012 ☒	32	197	6	70	47
2011 ☐	31	511	16	63	40

Basic Service	12.35
kWh Usage	17.49
Fuel And Purchased Power Adjustment	0.49
Sales Tax	1.67
Total Charges	\$32.00

Your average daily electric cost was: **\$1.00**





Account Number	Due Date	Total Amount Due
9063100050	May 29, 2012	\$11,055.20

Customer Name: SID 158 SARPY
Statement Date: May 9, 2012

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

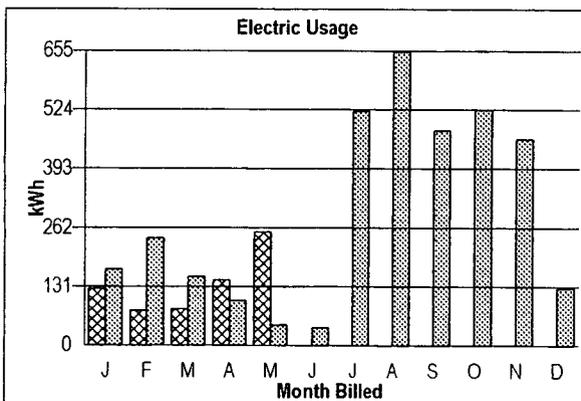
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier		
General Service Demand	4-5-12	5-7-12	8091421	490935	499002 Actual	8067	1	kWh	8067
Billing Demand								KW	32.00

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2012 ☒	32	8067	252	70	47
2011 ☐	31	1402	45	63	40

Actual Demands	28.29KW	0.00KVA	100.00%PF
Basic Service			18.05
Demand Revenue			154.56
kWh Usage			451.75
Fuel And Purchased Power Adjustment			20.09
Sales Tax			35.44
Total Charges			\$679.89

Your average daily electric cost was: \$21.25





Account Number	Due Date	Total Amount Due
9063100050	May 29, 2012	\$11,055.20

Customer Name: SID 158 SARPY
Statement Date: May 9, 2012

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

Billing Period From 04-09-2012 To 05-09-2012 @30 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$1,635.05	\$9.64	\$1,735.15

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

Sales Tax 90.46
Total Charges \$1,735.15



Account Number	Due Date	Total Amount Due
9063100050	May 29, 2012	\$11,055.20

Customer Name: SID 158 SARPY
Statement Date: May 9, 2012

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

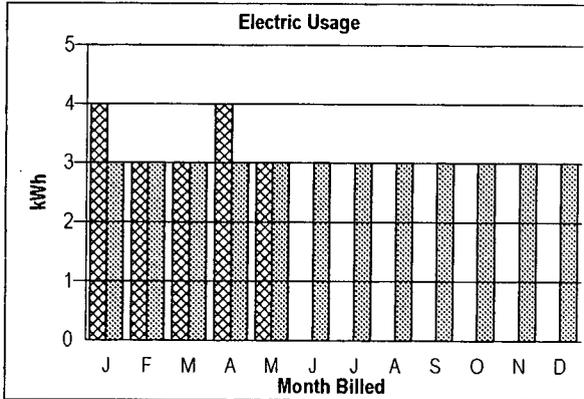
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier		
General Service Non-Demand	4-5-12	5-7-12	6253082	5076	5186 Actual	110	1	kWh	110

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2012 ☒	32	110	3	70	47
2011 ☒	31	95	3	63	40

Basic Service	12.35
kWh Usage	9.77
Fuel And Purchased Power Adjustment	0.27
Sales Tax	1.23
Total Charges	\$23.62

Your average daily electric cost was: \$0.74





Account Number	Due Date	Total Amount Due
9063100050	May 29, 2012	\$11,055.20

Customer Name: SID 158 SARPY
Statement Date May 9, 2012

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

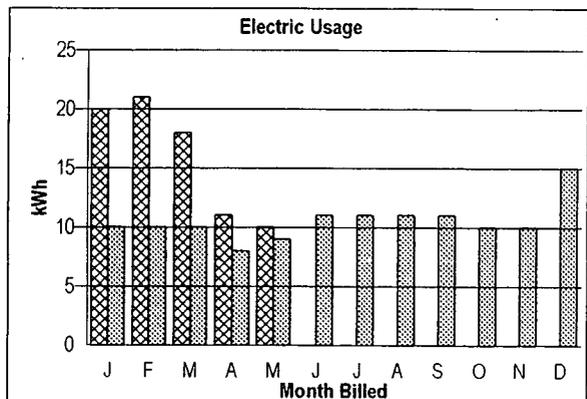
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier		
General Service Non-Demand	4-5-12	5-7-12	6843879	21319	21643 Actual	324	1	kWh	324

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2012 ☒	32	324	10	70	47
2011 ☒	31	287	9	63	40

Basic Service	12.35
kWh Usage	28.77
Fuel And Purchased Power Adjustment	0.81
Sales Tax	2.31
Total Charges	\$44.24

Your average daily electric cost was: \$1.38





Account Number	Due Date	Total Amount Due
9063100050	May 29, 2012	\$11,055.20

Customer Name: SID 158 SARPY
Statement Date: May 9, 2012

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

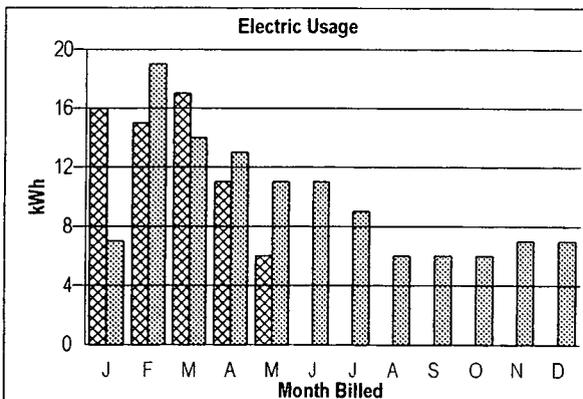
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier	kWh	
General Service Non-Demand	4-5-12	5-7-12	5491519	13150	13345 Actual	195	1	kWh	195

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2012 ☒	32	195	6	70	47
2011 ☐	31	354	11	63	40

Basic Service	12.35
kWh Usage	17.32
Fuel And Purchased Power Adjustment	0.49
Sales Tax	1.66
Total Charges	\$31.82

Your average daily electric cost was: \$0.99





Account Number	Due Date	Total Amount Due
9063100050	May 29, 2012	\$11,055.20

Customer Name: SID 158 SАРY
Statement Date: May 9, 2012

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	12.35
kWh Usage	0.09
Fuel And Purchased Power Adjustment	0.00
Minimum Charge	3.23
Sales Tax	0.86
Total Charges	\$16.53



Account Number	Due Date	Total Amount Due
9063100050	May 29, 2012	\$11,055.20

Customer Name: SID 158 SARPY
Statement Date: May 9, 2012

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

Billing Period From 04-09-2012 To 05-09-2012 @30 Days

Rate	Method No.	Number of Lamps	Price per Lamp	Usage			
				Current Amount	Fuel and Purchased Power Adjustment	Total Usage Amount	Sub-Total Amount per Rate
SL61	61211	104	\$17.63	\$1,833.52			
SL61					10.78	1,833.52	\$1,945.74



Account Number	Due Date	Total Amount Due
9063100050	Jun 28, 2012	\$17,473.61

Customer Name: SID 158 SARPY
Statement Date: June 8, 2012

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

Service Address	Rate	Billing Period		Usage		
		From	To	Kilowatt-hours used	Billing Demand/kWh	Current Amount
10302 S 168 ST, LFT1 OMAHA NE	General Service Non-Demand	5-7-12	6-6-12	1481	kWh	\$158.96
10302 S 168 ST, LFT2 OMAHA NE	General Service Non-Demand	5-7-12	6-6-12	284	kWh	\$41.21
10302 S 168 ST, POOL OMAHA NE	General Service Non-Demand	5-7-12	6-6-12	3883	kWh	\$369.20
10309 S 180 ST, WELL OMAHA NE	General Service Demand	5-7-12	6-6-12	12603	kWh 34.00	\$944.92
10507 S 179 AVE, LIFT OMAHA NE	General Service Non-Demand	5-7-12	6-6-12	3417	kWh	\$336.14
16800 CORNHUSKER RD, STLT OMAHA NE	Street Light Method 61	N/A	N/A			\$1,734.50
17419 RIVIERA DR, LFT2 OMAHA NE	General Service Non-Demand	5-7-12	6-6-12	110	kWh	\$23.93
17505 RIVIERA DR, WELL OMAHA NE	General Service Non-Demand	5-7-12	6-6-12	4684	kWh	\$426.00
17640 1/2 PRESTWICK AVE OMAHA NE	General Service Non-Demand	5-7-12	6-6-12	293	kWh	\$42.08
17710 PINEHURST AVE, SIGN OMAHA NE	General Service Non-Demand	5-7-12	6-6-12	3	kWh	\$16.54
18000 CORNHUSKER RD, LIFT OMAHA NE	General Service Non-Demand	5-7-12	6-6-12	196	kWh	\$32.46
9494 S 175 CIR, LIFT OMAHA NE	General Service Non-Demand	5-7-12	6-6-12	12	kWh	\$16.56
9818 1/2 S 175 CIR OMAHA NE	General Service Non-Demand	N/A	N/A			\$16.53
9902 S 172 ST OMAHA NE	Street Light Method 61	N/A	N/A			\$1,945.02

2

Please return this portion with payment

There are a number of ways to report an outage and track the progress of power restoration. To learn more, see Outlets.

Statement Date: June 8, 2012

Account Number	Due Date	Total Amount Due
9063100050	Jun 28, 2012	\$17,473.61

Late Payment Charge of \$256.74 applies after due date.

Amount Paid

Energy Assistance: Monthly \$1 \$2 \$5 Other \$

One-Time Contribution \$

A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number: (402) 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	Jun 28, 2012	\$17,473.61

Customer Name: SID 158 SARPY
Statement Date: June 8, 2012

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	5-7-12	6-6-12	1902 kWh	34.00	\$314.36

Total Charges	\$6,418.41
Previous Balance	<u>11,055.20</u>
Total Amount Due	\$17,473.61

Late Payment Charge of \$256.74 applies after due date.



Account Number	Due Date	Total Amount Due
9063100050	Jun 28, 2012	\$17,473.61

Customer Name: SID 158 SARPY
Statement Date: June 8, 2012

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

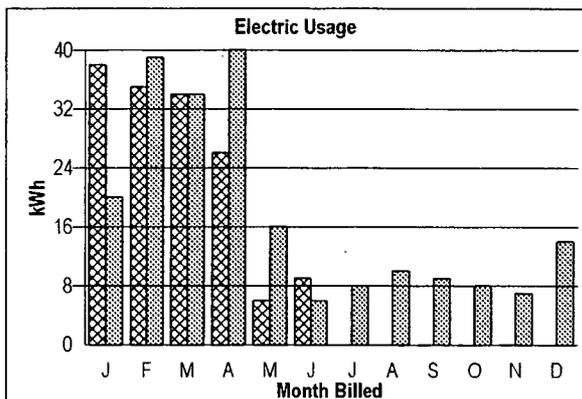
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier	kWh	
General Service Non-Demand	5-7-12	6-6-12	7249880	28403	28687 Actual	284	1	kWh	284

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2012 ☒	30	284	9	80	55
2011 ☐	32	197	6	78	57

Basic Service	12.35
kWh Usage	26.00
Fuel And Purchased Power Adjustment	0.71
Sales Tax	2.15
Total Charges	\$41.21

Your average daily electric cost was: \$1.37





Account Number	Due Date	Total Amount Due
9063100050	Jun 28, 2012	\$17,473.61

Customer Name: SID 158 SARPY
Statement Date: June 8, 2012

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	5-7-12	6-6-12	8091421	499002	511605 Actual	12603	1	kWh	12603
Billing Demand								KW	34.00

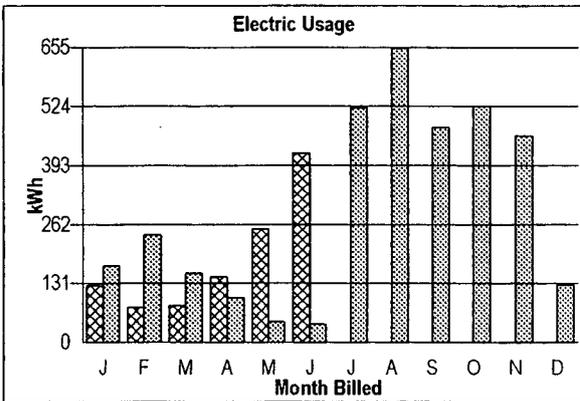
Your Electric Usage Profile

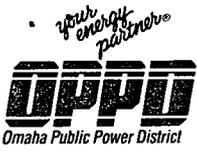
Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2012 ☒	30	12603	420	80	55
2011 ☒	32	1252	39	78	57

Actual Demands 34.33KW 0.00KVA 100.00%PF

Basic Service	18.05
Demand Revenue	164.22
kWh Usage	682.01
Fuel And Purchased Power Adjustment	31.38
Sales Tax	49.26
Total Charges	\$944.92

Your average daily electric cost was: \$31.50





Account Number	Due Date	Total Amount Due
9063100050	Jun 28, 2012	\$17,473.61

Customer Name: SID 158 SARPY
Statement Date: June 8, 2012

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

Billing Period From 05-09-2012 To 06-08-2012 @ 30 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$1,635.05	\$9.03	\$1,734.50

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

Sales Tax 90.42
Total Charges \$1,734.50



Account Number	Due Date	Total Amount Due
9063100050	Jun 28, 2012	\$17,473.61

Customer Name: SID 158 SARPY
Statement Date: June 8, 2012

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

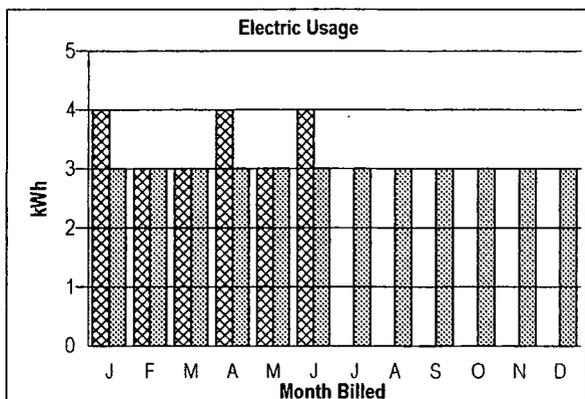
Rate	Billing Period		Meter Number	Meter Reading				Usage
	From	To		Previous	Present	Difference	Multiplier	
General Service Non-Demand	5-7-12	6-6-12	6253082	5186	5296 Actual	110	1	kWh 110

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2012 ☒	30	110	3	80	55
2011 ☑	32	97	3	78	57

Basic Service	12.35
kWh Usage	10.06
Fuel And Purchased Power Adjustment	0.27
Sales Tax	1.25
Total Charges	\$23.93

Your average daily electric cost was: \$0.80





Account Number	Due Date	Total Amount Due
9063100050	Jun 28, 2012	\$17,473.61

Customer Name: SID 158 SARPY
Statement Date: June 8, 2012

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

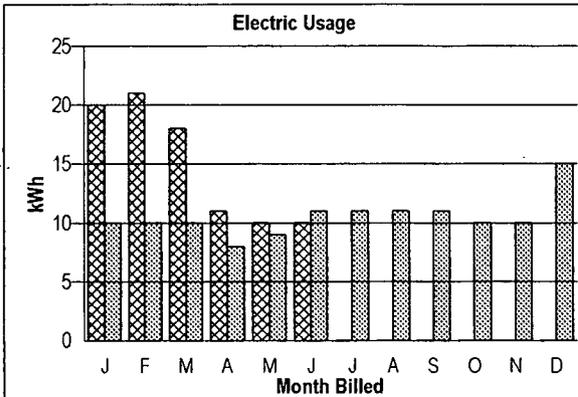
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier		
General Service Non-Demand	5-7-12	6-6-12	6843879	21643	21936 Actual	293	1	kWh	293

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2012 ☒	30	293	9	80	55
2011 ☐	32	342	10	78	57

Basic Service	12.35
kWh Usage	26.81
Fuel And Purchased Power Adjustment	0.73
Sales Tax	2.19
Total Charges	\$42.08

Your average daily electric cost was: \$1.40





Account Number	Due Date	Total Amount Due
9063100050	Jun 28, 2012	\$17,473.61

Customer Name: SID 158 SARPY
Statement Date: June 8, 2012

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

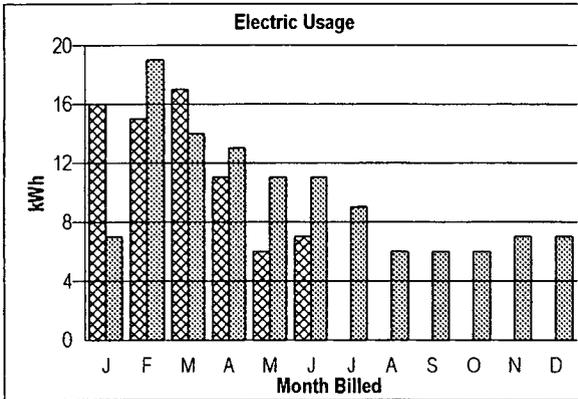
Rate	Billing Period		Meter Number	Meter Reading				Usage
	From	To		Previous	Present	Difference	Multiplier	
General Service Non-Demand	5-7-12	6-6-12	5491519	13345	13541 Actual	196	1	kWh 196

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2012 ☒	30	196	6	80	55
2011 ☐	32	355	11	78	57

Basic Service	12.35
kWh Usage	17.93
Fuel And Purchased Power Adjustment	0.49
Sales Tax	1.69
Total Charges	\$32.46

Your average daily electric cost was: \$1.08





Account Number	Due Date	Total Amount Due
9063100050	Jun 28, 2012	\$17,473.61

Customer Name: SID 158 SARPY
Statement Date: June 8, 2012

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	12.35
kWh Usage	0.09
Fuel And Purchased Power Adjustment	0.00
Minimum Charge	3.23
Sales Tax	0.86
Total Charges	\$16.53



Account Number	Due Date	Total Amount Due
9063100050	Jun 28, 2012	\$17,473.61

Customer Name: SID 158 SARPY
Statement Date: June 8, 2012

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

Billing Period From 05-09-2012 To 06-08-2012 @ 30 Days

Rate	Method No.	Number of Lamps	Price per Lamp	Usage			
				Current Amount	Fuel and Purchased Power Adjustment	Total Usage Amount	Sub-Total Amount per Rate
SL61	61211	104	\$17.63	\$1,833.52			
SL61					10.10	1,833.52	\$1,945.02



Invoice

Public Health
Environmental Lab

Invoice 427062
Date 5/30/2012
Client NE3120787
NIS Acct # 598258
PO

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

INVOICE TOTAL \$362.00
DUE DATE 6/29/2012

CC

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

Description	Qty	Unit Price	Extended Price
EPA 505 (PCB, Toxaphene)	1	\$121.00	\$121.00
Coliform by Colilert	2	\$10.00	\$20.00
Gross Alpha	1	\$55.00	\$55.00
Radium 228	1	\$83.00	\$83.00
Radium 226	1	\$83.00	\$83.00

INVOICE TOTAL \$362.00

Charge Details for Invoice 427062, NIS Acct # 598258, PO #

Lab ID/Sample ID	Collected	Location	Collector	Charge
162324/162324	3/20/2012 11:00	G-149368 WELL 20071	SYSLO, D	
Gross Alpha				\$55.00
Radium 226				\$83.00
Radium 228				\$83.00
Routine			Sub Total	\$221.00
167074/167074	5/15/2012 10:12	WELL 991	SYSLO, D	
EPA 505 (PCB, Toxaphene)				\$121.00
Routine			Sub Total	\$121.00
173861/173861	5/15/2012 09:57	Z2 SE 9963 S 171ST	SYSLO, D	
Coliform by Colilert				\$10.00
Routine			Sub Total	\$10.00
173862/173862	5/15/2012 09:40	Z1 SE 9508 S 179TH	SYSLO, D	
Coliform by Colilert				\$10.00
Routine			Sub Total	\$10.00

All invoices are net 30 days. Electronic Check Re presentation 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, Dreessen & Dörner, 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 94758
 Date 05/29/2012
 Project 1592-103 SID #158 (TIBURON)
 MISCELLANEOUS SERVICES, 2010-
 CURRENT

Professional Services from April 16, 2012 through May 13, 2012

Attend S I D Board Meeting	\$220.00
Water System Storage, Research and Preliminary Estimate	\$574.00
Solid Waste Bid Documents	\$1,091.55
Correspondence to Resident Regarding Rear Lot Drainage, Lot 83	\$125.90

Description	Current Billed
Engineering Services	2,011.45
Total	2,011.45

Invoice total 2,011.45

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
94392	04/30/2012	2,595.10	2,595.10				
94758	05/29/2012	2,011.45	2,011.45				
	Total	4,606.55	4,606.55	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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 www.td2co.com

INVOICE

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

Invoice number 94759
 Date 05/29/2012
 Project 1592-107 SID #158 (TIBURON) STORM
 SEWER - 2012

Professional Services from April 16, 2012 through May 13, 2012

Description	Current Billed
Construction Staking	934.50
Engineering Services-Contract Administration Regarding Storm Sewer Improvements	118.28
Construction Observation	0.00
Total	1,052.78

Invoice total 1,052.78

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
94393	04/30/2012	789.31	789.31				
94759	05/29/2012	1,052.78	1,052.78				
	Total	1,842.09	1,842.09	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.



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

ACCOUNT NO. 3050-30012002-001
INVOICE NO. 2450677
STATEMENT DATE 06/01/12
DUE DATE 06/20/12
BILLING PERIOD 05/01/12 - 05/31/12

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	\$ 4,934.45
	Service Location Acct #30012002-001	Tiburon Homes Sid #158 Billing Acct
05/31/12	Residential Svc 1 Cart 05/01/12-05/31/12	\$ 4,961.28
	Location Totals	\$ 4,961.28
	Service Location Acct #30012002-005	Tiburon Homes Sid #158 178Th & Pinehurst
05/31/12	Standard Charge 05/01/12-05/31/12	\$ 10.88
	Location Totals	\$ 10.88
	Current Charges And Fees	\$ 4,972.16
	Total Due	\$ 9,906.61

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

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. 2450677
STATEMENT DATE 06/01/12
DUE DATE 06/20/12
PAY THIS AMOUNT 9,906.61

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

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

AV 01 007178 96380B 23 C**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 000000030012002-0016 000099066102450677 2

City of Omaha

Date: 04-JUN-12
Page: 1 of 1

1819 Farnam St. Billing Div
Omaha NE 68183
Contact: (402) 444-5453

Remit To :

City of Omaha Cashier
RM H10
1819 Farnam St
Omaha NE 68183

Bill To :

TIBURON SID 158
11605 ARBOR ST SUITE 104

OMAHA NE 68144-2934

Ship To :

Customer Number : 32905

Fund Number : 21121

Invoice Number : 83115

Terms : 30 NET

Transaction Type : SEWER BILLING

Total due : \$ 6,783.11

PLEASE RETURN TOP PORTION WITH REMITTANCE

Item No	Description	Qty Invoiced	Unit Price	Extended Price
1	SEWER BILLING SID 158 TIBURON, 352.27, 3.01, 4943, 1.301 - MARCH 2012	1	6783.11	6783.11
	SPECIAL INSTRUCTIONS	DUE DATE		TOTAL DUE
	Invoice Number : 83115 Fund Number: 21121	04-JUL-12		\$6,783.11

INVOICE

Printed 06/07/12

Customer # 17668

Invoice # 16476

<http://www.hhlawns.com>

H&H Lawn and Landscape

(402)916-9500

Service Address

Tiburon Sid 158
C/o Pat Lichter
9913 S 176th St
Omaha NE 68136

Please Remit \$90.00

Res. (402)681-0300

Bus.

Description	Quantity	Unit Price	Amount
Trim Bushes	05/24/12	90.00	90.00

For your convenience, service continues from season to season. For a change in service, please call our office.

Payments are due upon completion of services

For your convenience, service continues from season to season. For a change in service, please call our office.

<http://www.hhlawns.com>

H&H Lawn and Landscape

P. O. Box 486
Gretna, NE 68028



PLEASE INDICATE PAYMENT AMOUNT & CHECK NUMBER

AMOUNT	CHECK NO.

Charge my: Exp: / /

Card #: _____

Signature: _____

Bill To Address

Tiburon Sid 158
C/o Pat Lichter
9913 S 176th St
Omaha NE 68136

Invoice # 16476



Cust. # 17668

Please Remit \$90.00

Printed 06/07/12

H&H Lawn and Landscape

P. O. Box 486
Gretna, NE 68028

Swift Green Lawn Care

Statement

P.O. Box 4743
Omaha, NE 68104

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

Date
5/31/2012

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

Amount Due
\$518.00

Date	Transaction	Amount	Balance
04/30/2012	Balance forward		392.00
05/03/2012	INV #5759. --- Mowing \$42.00 --- Tax: Sales Tax @ 7.0% = 0.00	42.00	434.00
05/09/2012	PMT #67228.	-129.00	305.00
05/10/2012	INV #5804. --- Mowing \$42.00 --- Tax: Sales Tax @ 7.0% = 0.00	42.00	347.00
05/17/2012	INV #5848. --- Mowing \$42.00 --- Fertilization \$45.00 --- Tax: Sales Tax @ 7.0% = 0.00	87.00	434.00
05/24/2012	INV #5893. --- Mowing \$42.00 --- Tax: Sales Tax @ 7.0% = 0.00	42.00	476.00
05/31/2012	INV #5943. --- Mowing \$42.00 --- Tax: Sales Tax @ 7.0% = 0.00	42.00	518.00

Please detach this section and remit with payment.

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

Due Date
6/30/2012

Amount Enc.

Amount Due
\$518.00

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

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

Invoice No. 120041 06-01-12
 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, 07-02-12

Quant	Item No.	Item Description	Unit Price	Extension
4	TIBPWS	LASTMONTH - COMMUNITY WATER WELL OPERATING FEE	975.00	\$3900.00
32.5	HRS	EXTRAORDINARY SERVICE HOURS	52.00	1690.00
1		MATERIALS, SUPPLIES, POSTAGE	115.27	115.27
5		WEEKLY MICROBIAL MANHOLE(2) DOUSING - SID158	176.00	880.00
4	VDOUT	VERIZON DIALOUT ALARM SERVICE	25.00	100.00
4		PIII FLOW RECORDER CPU	83.00	332.00

-----> Note: SIGNIFICANT EVENTS: EXTENSIVE AREA MANHOLE FLUSHING. REMOVE RUST REPAIR AND REPAINT WELL 2 HYDRO TANK SUPPORT LEGS AND ENTRY DOOR. REQ'D SUMMER DRAWDOWN TESTS 4 WELLS. 17822 SAWGRASS CURBSTOP TO WATERMAIN INVESTIGATE AND ADVISE. WELL 5 PUMP SHAFT PACKING REPAIR AND PUMP OUT FLOODED WELLHOUSE.

Subtotal \$7,017.27
 *Sales Tax: NOT APPLICABLE .00
 TOTAL AMOUNT DUE \$7,017.27

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

TIBURON COMMUNITY WELL WATER PERIODIC REPORT

for the period: 05,2012

Generated: 05/31/2012
 THIS PERIOD LAST PERIOD

	THIS PERIOD	LAST PERIOD
WELL#1 (CORNHUSKER) KGALS USAGE..	825	658
WELL#2 (176TH ST) KGALS USAGE....	1377	1765
WELL#3 (FAIRWAY) KGALS USAGE.....	3657	2448
WELL#4 (180TH ST) KGALS USAGE....	7273	4734
WELL#5 (CORNHUSKR) KGALS USAGE....	2428	342
WELL#1 (CORNHUSKER) GENERATOR HRS.	N/A	N/A
WELL#2 (176TH ST) GENERATOR HRS.	1.2	.9
WELL#3 (FAIRWAY) GENERATOR HRS.	1.8	.9
WELL#4 (180TH ST) GENERATOR HRS.	1.67	1.33
WELL#5 (CORNHUSKER) GENERATOR HRS.	N/A	N/A
WELL#1 DRAWDOWN FEET.....	11	13
WELL#1 VFD PUMP STARTS.....	569	481
WELL#2 DRAWDOWN FEET.....	7	9
WELL#2 VFD PUMP STARTS.....	1025	1998
WELL#3 DRAWDOWN FEET.....	16	17
WELL#3 VFD PUMP STARTS.....	15	3
WELL#4 DRAWDOWN FEET.....	10	13
WELL#4 VFD PUMP STARTS.....	424	686
WELL#5 DRAWDOWN FEET.....	13	9
WELL#5 VFD PUMP STARTS.....	1430	807
EAST BULK METER KGAL USAGE	42	22
WEST BULK METER KGAL USAGE	112	104
E+W SID158 BULK METER KGAL USAGE ...	154	126
CAR WASH METER KGAL USAGE	113	93
STRIPMALL SPRINKLER METER KGAL USAGE	0	0
STRIPMALL REGULAR METER KGAL USAGE ..	33	33
KUM & GO TOP METER KGAL USAGE	15	21
KUM & GO BOTTOM METER KGAL USAGE	21	17
TOTAL WATER KGAL USAGE THIS MONTH	15562	9960
TOTAL WATER KGAL USAGE PER DAY...	502	332

=====

SID192 TIBURON SOUTH COMMUNITY WELL WATER PERIODIC REPORT
 for the period: 05,2012

Generated: 05/31/2012

	THIS PERIOD	LAST PERIOD
WELL#3 (FAIRWAY) KGALS USAGE.....	3657	2448
WELL#3 (FAIRWAY) GENERATOR HRS...	1.8	.9
WELL#3 DRAWDOWN FEET.....	16	17
HYDRANT A8 KGALLON OVERFLOW	177.5	535.2
E+W SID158 BULK METER KGAL USAGE ...	154	126
WELL#3 NET KGALLONS	3479.5	
SID192 GRACE WATER @ 114 meters....	30521.9298	



Public Health
Environmental Lab

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:	167074	Date Received:	5/16/2012	Matrix:	Water
Sample ID:	167074	Date Collected:	5/15/2012 10:12		
Sampled By:	SYSLO, D	Date Reported:	5/22/2012		
Location:	WELL 991				

Parameters	Results	Units	Qual	Report Limit	MCL	Analyzed	Bv
Analytical Method: EPA 505							
Prep Date	05-17-12					5/18/2012	TPJ
PCB-1016 Aroclor	<RL	ug/L		0.1		5/18/2012	TPJ
PCB-1221 Aroclor	<RL	ug/L		2		5/18/2012	TPJ
PCB-1232 Aroclor	<RL	ug/L		0.5		5/18/2012	TPJ
PCB-1242 Aroclor	<RL	ug/L		0.3		5/18/2012	TPJ
PCB-1248 Aroclor	<RL	ug/L		0.2		5/18/2012	TPJ
PCB-1254 Aroclor	<RL	ug/L		0.1		5/18/2012	TPJ
PCB-1260 Aroclor	<RL	ug/L		0.2		5/18/2012	TPJ
Total Arochlors	0.00	ug/L			0.5	5/18/2012	TPJ
Toxaphene	<RL	ug/L		1	3	5/18/2012	TPJ

SAMPLE COMMENTS:

[1] 6-Year SOC 505, 2nd Quarter 2012

REMARKS See reverse side of report for description of acronyms and data qualifiers. For inquiries on result interpretation call: (402) 471-6435.



Public Health
Environmental Lab

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:	173861	Date Received:	5/16/2012	Matrix:	Water
Sample ID:	173861	Date Collected:	5/15/2012 09:57		
Sampled By:	SYSLO, D	Date Reported:	5/17/2012		
Location:	Z2 SE 9963 S 171ST				

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		5/17/2012	TSW
E.coli	E. coli absent	cfu/100 ml		0		5/17/2012	TSW

SAMPLE COMMENTS:

[1] Monthly Total Coliform, May 2012

REMARKS See reverse side of report for description of acronyms and data qualifiers. For inquiries on result interpretation call: (402) 471-6435.

June 4, 2012

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: Stop Sign Repair
1592-103.49

Board Members:

Enclosed please find Invoice No. 12-048 from Stanek Construction Company in the amount of \$240.00 for stop sign repairs at three locations as described.

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

19528 Harney Street
Omaha, Nebraska 68022
Phone: 402-253-4268

Invoice Number: 12-048

June 2, 2012

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 u-channel post on stop sign post at the intersection 178th Street & Cornhusker Road. The existing post was bent and required replacement.
2. Install new 4-foot u-channel post on stop sign post at the intersection 179th Street & Hazeltine Avenue. The existing post was bent and required replacement.
3. Reset stop sign post and replace damaged stop sign at the intersection of Hazeltine Avenue & Pebble Circle.

Due This Invoice: \$240

Thank you,



Jason Stanek

May 31, 2012

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 Paving Repair
TD2 File 1592-107.16

Board Members:

Enclosed please find an invoice from Herrmann Concrete Const., Inc. in the amount of \$10,662.50 for removing and replacing 62 square yards of concrete pavement. The pavement removed and replaced is as shown on the attached drawing.

We recommend that payment be made directly to Herrmann Concrete Const., Inc.

Respectfully submitted,



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

DAJ/bam

Enclosure

cc: Herrmann Concrete Const., Inc

Statement



Perrone Law

Date
5/8/2012

Payment Due Upon Receipt

Allen J. Marsh
9811 Hazeltine Avenue
Omaha, NE 68136-1536

Amount Due	Amount Enc.
\$1,020.00	

Date	Transaction	Hours	Amount	Balance
12/31/2008	Balance forward			0.00
11/19/2010	Legal Services: Civil Matter; FEE AGREEMENT: Discount Hourly Rate \$150/Hour (Regular Rate \$200/Hour)	0.00	0.00	0.00
11/19/2010	CP: Letter to T. Singer	0.75	112.50	112.50
11/19/2010	CP: Preparation of Complaint	1.00	150.00	262.50
11/22/2010	CP: E-mail to Board Members	0.30	45.00	307.50
11/23/2010	CP: E-mail response to Lichter re: Singer meeting	0.25	37.50	345.00
11/23/2010	CP: Review of e-mails from Hammer and Stoupa	0.25	37.50	382.50
11/23/2010	CP: Prepare Complaint and Subpoenas (x2)	1.00	150.00	532.50
11/24/2010	CP: E-mails with Lichter/Marsh	0.25	37.50	570.00
11/24/2010	CP: Revisions to Complaint	0.50	75.00	645.00
11/24/2010	CP: E-mail to all Board Members	0.20	30.00	675.00
11/24/2010	CP: E-mails with Hunter Law re: Lots/Replat	0.25	37.50	712.50
11/24/2010	MB: Research re: covenants, replat	1.00	150.00	862.50
11/24/2010	CP: Review of Lichter e-mail re: meeting with Singer	0.20	30.00	892.50
11/29/2010	CP: E-mails with	0.10	15.00	907.50
11/29/2010	CP: E-mails with Marsh	0.10	15.00	922.50
12/02/2010	CP: Hand-deliver to Court for filing	0.20	30.00	952.50
12/02/2010	Sarpy County District Court - Filing Fee	1.00	82.00	1,034.50
12/03/2010	Sarpy County Sheriff - service fee on Tad	1.00	10.76	1,045.26
12/03/2010	Sarpy County Sheriff - service fee on Melissa	1.00	20.02	1,065.28
12/29/2010	CP: Call to Defendant's Attorney	0.25	37.50	1,102.78
03/03/2011	CP: Receive and review calendar motion	0.20	30.00	1,132.78
03/09/2011	MB: Standing research	0.50	75.00	1,207.78
03/14/2011	MB: Research; e-mail to Defendant	0.25	37.50	1,245.28
03/18/2011	MB: E-mail from/to Defendant	0.10	15.00	1,260.28
05/26/2011	CP: Call from Ron Hunter re: Singer, pool issue (x2)	0.20	30.00	1,290.28
05/30/2011	CP: Call to Sarpy, permits and inspections	0.10	15.00	1,305.28
06/01/2011	CP: E-mail letter to counsel re: injunction	0.40	60.00	1,365.28
06/06/2011	CP: Call to Sarpy, permits and inspections	0.10	15.00	1,380.28
06/13/2011	CP: Call to Sarpy, permits and inspections	0.10	15.00	1,395.28
06/16/2011	CP: Follow-up e-mail to counsel	0.15	22.50	1,417.78
06/20/2011	CP: Call to Davidson	0.25	37.50	1,455.28
06/21/2011	CP: Call to Steve Davidson re: settlement/injunction	0.25	37.50	1,492.78
06/21/2011	CP: E-mail to Board members	0.40	60.00	1,552.78

~ Please call to discuss as necessary - 402-614-4060.
~ Make all checks payable to PERRONE LAW and mail to:
955 N. Adams Street, Suite 1, Papillion, NE 68046

Amount Due
\$1,020.00

Statement



Perrone Law

Date
5/8/2012

Payment Due Upon Receipt

Allen J. Marsh
9811 Hazeltine Avenue
Omaha, NE 68136-1536

Amount Due	Amount Enc.
\$1,020.00	

Date	Transaction	Hours	Amount	Balance
06/27/2011	CP: Review letter from Davidson re: settlement	0.15	22.50	1,575.28
06/28/2011	CP: Review letter/e-mail to Board	0.30	45.00	1,620.28
06/29/2011	CP: Review e-mails from Board members re: offer	0.25	37.50	1,657.78
07/15/2011	CP: E-mail with Davidson re: agreement	0.25	37.50	1,695.28
07/25/2011	CP: E-mails with Davidson re: agreement	0.15	22.50	1,717.78
08/04/2011	MB: Work on settlement agreement	0.50	75.00	1,792.78
08/10/2011	MB: Finish Agreement; left message with Defendant	1.25	187.50	1,980.28
08/12/2011	MB: Finish Agreement	0.60	90.00	2,070.28
10/04/2011	MB: Work on settlement agreement	0.50	75.00	2,145.28
10/05/2011	CP: Revise Agreement; e-mail to Davidson	0.60	90.00	2,235.28
10/12/2011	CP: E-mails with Davidson re: agreement	0.25	37.50	2,272.78
10/19/2011	CP: E-mails wit Davidson (x3), update and depositions	0.40	60.00	2,332.78
11/08/2011	CP: Letter to Board; case update	0.75	112.50	2,445.28
11/10/2011	CP: E-mail to Board re: revised agreement	0.10	15.00	2,460.28
11/28/2011	CP: Revise agreement	0.40	60.00	2,520.28
12/01/2011	CP: Send revision of agreement to attorney with note	0.25	37.50	2,557.78
12/06/2011	CP: E-mails with Davidson re: revised agreement	0.30	45.00	2,602.78
12/12/2011	CP: E-mail to clients; review discovery requests	1.50	225.00	2,827.78
12/14/2011	CP: Meeting with board members	1.00	150.00	2,977.78
12/16/2011	MB: Research objection to discovery law; begin preparation of objections; call to Defendant	1.00	150.00	3,127.78
12/19/2011	MB: Work on objections	0.20	30.00	3,157.78
02/06/2012	CP: Preparation of discovery answers	1.50	225.00	3,382.78
02/10/2012	CP: SID answers to discovery, e-mail to Marsh	1.50	225.00	3,607.78
02/16/2012	CP: E-mails with Marsh, Lichter	0.40	60.00	3,667.78
02/20/2012	CP: E-mails with Marsh, to Hunter	0.20	30.00	3,697.78
03/08/2012	PMT #66625. Thank You!		-3,157.78	540.00
03/22/2012	CP: Call from Kristi re: meeting - NO CHARGE	0.10	0.00	540.00
03/29/2012	CP: Review discovery materials	0.50	75.00	615.00
03/29/2012	CP: Meet with SID board re: discovery	2.00	300.00	915.00
04/02/2012	CP: E-mail to Davidson re: recusal	0.20	30.00	945.00
04/16/2012	CP: E-mails with Singer, Marsh	0.25	37.50	982.50
05/04/2012	CP: E-mail to Davidson re: withdrawal (x2)	0.25	37.50	1,020.00

~ Please call to discuss as necessary - 402-614-4060.
~ Make all checks payable to PERRONE LAW and mail to:
955 N. Adams Street, Suite 1, Papillion, NE 68046

Amount Due
\$1,020.00

Kristi Weispfenning

From: "Pat Lichter" <patlichter@cox.net>
Date: Tuesday, June 12, 2012 10:26 AM
To: "'Ronald Hunter'" <rwhe@hunterlaw.omhcoxmail.com>
Attach: 20120612095249846.pdf
Subject: Invoice

Kristi,

I know nothing about this invoice. I didn't authorize it, nor do I know where it was done.

Also, please add to the last part of the agenda - Resignation.

Thanks,

Pat

RONALD W. HUNTER
Attorney at Law
11605 Arbor Street, Suite 104
Omaha, NE 68144
e-mail: rwhre@hunterlaw.omhcoxmail.com

Telephone: (402) 397-6965

Fax: (402) 397-0607

June 12, 2012

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

Re: Sanitary and Improvement District No. 158

=====

For legal services performed re: general services from 05-09-12
through 06-12-12.

(See Attached Schedule of Services)

48.60 hours x \$150.00 per hour = \$7,290.00

TOTAL AMOUNT DUE \$7,290.00

SCHEDULE OF SERVICES FOR SID 158

- 05/09/12 Studied all of the e-mails to be discussed at meeting. E-mails to Rich James and Rich Harman concerning special assessments. Interoffice conference regarding the special assessments. Attended a lengthy Board of Trustees meeting. **4.60**
- 05/10/12 Prepared Notice to Contractors for Waste Collection. **1.30**
- 05/12/12 Call from property owner who had to replace shingles on his house and complained about the settlement. Also, he was calling about the covenants. Studied the covenants regarding power of Architectural Control Committee. **2.80**
- 05/15/12 Call from person who had to replace the roof on his house and who complained about the proposed settlement. Reviewed the Notice to Contractors for Waste Collection. Call to Pat Lichter regarding covenants. Reviewed all of the covenants for Tiburon. **3.10**
- 05/16/12 Worked on the modification of easement problem. Call to Kristy at N.P. Dodge, who also works at Omaha Title to find out how I can get copies of all of the covenants of Tiburon. Prepared Resolution of Necessity for Waste Collection. **2.90**
- 05/17/12 Call from Sam Cooper of Omaha Title. Conference with Sam regarding the changes needed in the covenants. Worked on the covenant problem. Several telephone calls to OPPD regarding the problem, all without satisfaction. Explored other alternatives to solve the problem, such as Diggers hotline. Telephone conversation with Randy de George of OPPD which were helpful but he retires on May 30, 2012. **3.20**
- 05/20/12 Prepared minutes, supporting documents and warrants of last meeting. Studied an e-mail from Pat Lichter. Lengthy call to Pat about the mowing of weeds on vacant lots which are privately owned, the release of easement issue, and the problem with the County Treasurer on the special assessments. Interoffice conference. Studied the covenants and found a provision that vacant lots can not have vegetation higher than 12 inches. Call to Pat Lichter. Worked on a solution to the easement issue. Worked on a letter to OPPD with a solution. **4.40**
- 05/21/12 Final review of minutes, supporting documents and warrants of last meeting. Made copies and mailed to accountants. Worked on the easement problem. Worked on letter to OPPD. **2.80**
- 05/23/12 Call to Pat Lichter regarding lots mowed. Call to First National Bank to mow their lot in Tiburon. **0.90**
- 05/24/12 Call to Randy de George of OPPD, regarding person letter should be addressed to. Finished first draft of letter to Jake Farrell of OPPD. Call to Pat Lichter about MUD gas lines. Interoffice conference. Other phone calls. **3.40**

05/29/12	Worked on the annexation file to see if we had all of the signed petitions for annexation. Studied the Statute and prepared for the next step.	2.10
05/31/12	Went through the four sets of covenants where the easements are located and marked the lots on the 6 x 4 feet final plat. Then went through and marked on the same large plat. Then studied the lots which bordered the golf course and determined that these lots could not have pools in their backyards, even if it was worked out with OPPD, because the covenants restrict fences along the golf course, fences which would have to be around the pool. Also made a preliminary determination of which lots could have pools if I work it out with OPPD. Tried to determine what were the "exterior and interior" lots, undefined terms in all of the covenants.	4.20
06/04/12	Call from the homeowner who had to change roof. Studied the letter from Kurt and Leslie Scaecher. Prepared notices of next meeting.	2.30
06/05/12	Letter to property owner in California and one in Omaha regarding mowing of weeds on their vacant lots in Tiburon. Worked on the easement problem. Mailed executed warrants to payees.	3.10
06/06/12	Went through all of the lots on the original plat and marked the lots which could have a pool if the OPPD lines were reduced and marked all lots which might be able to have a pool if the OPPD line easement was reduced. Also, went through the same plat and marked the lots which could have a pool if the OPPD easement was reduced. Also marked the lots on Tiburon Replat VII.	2.80
06/07/12	Call from Dean Jaeger regarding the bids and the closeness in the two low bids. Another call to Dean. Studied the meaning of lowest responsible bid. Read cases and made copies. After learning that both low bidders would be at the meeting and would present and argument, came up with strategies of the Board going into executive session. Researched the Opens Meeting Act and found a case where the supreme court of Nebraska rules that a school board going into executive session to discuss a low bid violated th open meetings law. Came up with another strategy. Tried to call Allen. Call to Dean and discussed the new strategy.	3.20
06/11/12	Call from Lindsay with Papillion Sanitation regarding bid.	0.10
06/12/12	Prepared Agenda for next meeting.	<u>1.40</u>
	Total	<u>48.60</u>