

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 April 18, 2013 at 10302 South 168th Street, Omaha, Nebraska. Present were the following Trustees:, Larry Hammer, Patrick S. Lichter, Dale Marples, Paul R. Stoupa, and Allen Marsh. Absent were the following Trustees: none. Present by invitation were Ronald W. Hunter, attorney for the District; Kristi Weispfenning, his assistant; Dean Jaeger of Thompson, Dressen & Dorner, Inc., engineers for the District; Diane Alderson of the Tiburon Pool; and Gerry Gutoski of Field R & D. Also present were Ellen Lake and Mike Warner, taxpayers living in the District; Rick Dolphins of Dolphin Signs; Bob Chalupa of the Architectural Control Committee; and Jerome Knoll, owner of commercial property. Notice was given in advance thereof by publication in the Papillion Times on April 10, 2013, 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 regarding the pool. Ms. Alderson stated that there were a little over 100 members to date. She also reported that 13 life guards have been hired and two swim team coaches. Ms. Weispfenning stated that a resident reported the lights to the pool were on during the day. Ms. Alderson stated she would check the timer.

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

The Chairman stated the next order of business was a discussion regarding Tiburon Village Center sign. Mr. Dolphins presented a couple of proposed designs for the sign. The Trustees discussed having the SID pay for the base and street sign portion of the sign and Mr. Knoll stated he would pay for the remaining portion of the sign. It was agreed that Trustee Stoupa would work with Mr. Knoll and Mr. Dolphins regarding the details of an

agreement and design which will be presented at a future meeting.

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

The Chairman stated the next order of business was an update regarding Special Use Permit application from Chalco Animal Hospital to allow non-medical boarding of animals. Trustee Lichter stated that Sarpy County approved the Special Use Permit to allow non-medical boarding of animals inside the Chalco Animal Hospital only.

The Chairman stated the next order of business was a discussion regarding Tiburon Lakeside drainage issues. The Trustees reviewed several pictures which showed drainage issues and Mr. Warner also showed the areas of concern. It was agreed that Mr. Jaeger would review the drainage issues and offer recommendations at a subsequent meeting.

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

The Chairman stated the next order of business was an update from Gerry Gutoski. Mr. Gutoski stated that there were a few lighting issues with the lift stations during the recent storm but there were no other major issues or updates at this time.

The next item of discussion was regarding possible water restrictions. The Trustees discussed various options for water restrictions and Mr. Gutoski offered his input regarding the various stages of watering restrictions. After a full and complete discussion, the following Resolution was proposed by Trustee Lichter and seconded by Trustee Hammer, to-wit:

RESOLVED, the following are the stages of water restrictions which will be followed by SID 158 for the Summer of 2013: (1) odd/even watering shall be in effect from Memorial Day until Labor Day; (2) if draw downs get to a concerning level, watering shall be reduced to only new sod or grass; and (3) in an extreme drought, no watering will be allowed and signs shall be installed at the entrances to the District.

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

The Chairman stated the next order of business was an update from the engineers. The first item of discussion was regarding Revised Report of Water Study. The first discussion item was regarding looping the water system. The Trustees agreed that Mr. Jaeger should prepare a proposed easement for the farm which abuts the District's west boundary regarding waterlines. It was also agreed the Chairman would work with Mr. Jaeger in an attempt to obtain consent from the owner of the farm for the waterline easement.

Mr. Jaeger also presented a cost estimate in the amount of \$700,000 for an elevated water storage at two locations: the first location was on Lot 165 which is located near 180th Street and Camelback Avenue and the second location was on lot owned by the District near the swimming pool. Mr. Jaeger was of the opinion the best location would be to install the water storage tank on the lot near the pool because it is not as close to homes or businesses as the other location which would reduce possible charges associated with containment and that location is less a less restricted area. The Trustees agreed to revisit this issue at a subsequent meeting.

The next item was update regarding repair or replacement of drain installed along the street in front of 17120 Cypress Street. Mr. Jaeger stated the sidewalk is broken but there is no tripping hazard at this time.

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

The Chairman stated the next order of business was a discussion regarding covenant issues with running a business out of a residence. Due to lack of time, this item was laid over to a subsequent meeting. There was also a discussion regarding issues with replacing shingles because of a recent storm. The Trustees agreed that Trustee Stoupa and Mr. Chalupa would work at preparing a letter to residents regarding acceptable replacement shingles.

The Chairman stated the next order of business was to approve a Dissemination Agreement between the District and Bankers Trust. After a full and complete discussion, the following Resolution was proposed by Trustee Hammer and seconded by Trustee Marples, to-wit:

RESOLVED, that the Board of Trustees of SID 158 hereby approve and accept the Dissemination Agreement between the District and Bankers Trust and the Chairman is hereby authorized and directed to execute said Agreement.

On the foregoing Resolution the following Trustees voted "aye": Trustees Hammer, Lichter, Marples, Stoupa, 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 property owner questions or concerns. There were none to come before the meeting.

The Chairman stated the next order of business was an update regarding the Singer lawsuit. Ms. Weispfenning stated that the trial was continued until May 24, 2013.

The following are reporting items for the Trustees information and required no action: a letter, dated March 22, 2013, to Rich James depositing \$27,486.91 in the

Construction Fund and depositing \$17,513.09 in the General Fund for proceeds of sale of Lot 13; a letter, dated March 22, 2013, to Rich James depositing \$28,684.80 in the Construction Fund and depositing \$13,815.20 in the General Fund for proceeds of sale of Lot 26; a letter, dated March 22, 2013, to Rich James depositing \$25,500.00 in the Construction Fund for proceeds of sale of Lot 51; a letter, dated March 22, 2013, to Rich James depositing \$950.00 in the Construction Fund for water connection fees; a letter, dated March 22, 2013, to Rich James depositing \$678.30 in the Service Fee Fund from X-Stream Car and Dog Wash for water payment; and General Ledger balances from Sarpy County Treasurer for March, 2013; and financial statements as of April 17, 2013.

The Chairman stated the next order of business was the consideration of the hereinafter described statements, bills and invoices. After a full and complete discussion, the following Resolutions were proposed by Trustee Lichter and seconded by Trustee Marples, 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. 5980 through 5995 of the District, dated the date of this meeting, to the following payees and in the following amounts, said Warrants to be drawn on the General Fund of the District and to draw interest at the rate of seven percent (7%) per annum, to be redeemed no later than April 18, 2016, subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska, after notice is given as required by law, to-wit:

WARRANT NO. 5980 in the amount of \$10.25 made payable to WORLD HERALD MEDIA GROUP, per Customer No. 154004, Order No. 0001623443-01, attached.

WARRANT NO. 5981 in the amount of \$19.70 made payable to BLACK HILLS ENERGY, per Account No. 0867 6626 56, attached.

WARRANT NO. 5982 in the amount of \$176.28 made payable to BLACK HILLS ENERGY, per Account No. 3340 6759 18, attached.

WARRANT NO. 5983 in the amount of \$1,299.06 made payable to O.P.P.D., per Account No. 2097155308, attached.

WARRANT NO. 5984 in the amount of \$10,548.41 made payable to O.P.P.D., per Account No. 9063100050, attached.

WARRANT NO. 5985 in the amount of \$1,258.00 made payable to PROVIDENCE GROUP, INC., per Invoice No. 130025, attached.

WARRANT NO. 5986 in the amount of \$6,452.09 made payable to FIELD R & D, per Invoice No. 130029, attached.

WARRANT NO. 5987 in the amount of \$5,293.12 made payable to PREMIER WASTE SOLUTIONS, per Statement dated 03/31/13, attached.

WARRANT NO. 5988 in the amount of \$325.00 made payable to H & H LAWN and LANDSCAPE, per Customer No. 17668, Invoice Nos. 26290 and 26767, attached.

WARRANT NO. 5989 in the amount of \$33.40 made payable to ONE CALL CONCEPTS, INC., per Invoice Nos. 3020619 and 303060, attached.

WARRANT NO. 5990 in the amount of \$28.00 made payable to DHHS NEBRASKA, per Invoice No. 436629, attached.

WARRANT NO. 5991 in the amount of \$110.00 made payable to SWIFT GREEN LAWN CARE, per Statement dated 02/28/13, attached.

WARRANT NO. 5992 in the amount of \$214.00 made payable to SIGNATURE ADVERTISING & DISPLAY, INC., per Invoice No. 9434, attached.

WARRANT NO. 5993 in the amount of \$11,984.43 made payable to THE CITY OF OMAHA, per Invoice Nos. 89358 and 89542, attached.

WARRANT NO. 5994 in the amount of \$5,154.54 made payable to THOMPSON, DRESSEN & DORNER, INC., per Project No. 1592-103, Invoice No. 98373 and 98479; and Project No. 1592-900, Invoice No. 98480, attached.

WARRANT NO. 5995 in the amount of \$3,045.00 made payable to RONALD W. HUNTER, per Statement dated 04/17/13, attached.

BE IT RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Construction Fund Warrant Nos. 5996 and 5997 of the District, dated the date of this meeting, to the following payees and in the following amounts, said Warrants to be drawn on the Construction Fund of the District and to draw interest at the rate of seven percent (7%) per annum (interest to be payable on March 1 of each year) and to be redeemed no later than April 18, 2018 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. 5996 in the amount of \$250.00 made payable to GREAT WESTERN BANK, per Statement dated 03/08/13, attached.

WARRANT NO. 5997 in the amount of \$200.00 made payable to BANKERS TRUST, per Invoice No. 7428, 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 benefited by said improvements in the District; the development of the land in the District is for residential or commercial use and the development of the land in the District for sale and occupation by the general public has proceeded and is proceeding with reasonable speed; other than any incidental use of said improvements by a developer during the initial period of development of said improvements, there have been, are and will be no persons with rights to use such improvements other than as members of the general public; none of the proceeds of said Bonds or any refinanced indebtedness have been or will be loaned to any private person or entity; the District hereby authorizes and directs the Chairperson or Clerk to file or cause to be filed, when due, an information reporting form pursuant to Section 149(e) of the Internal Revenue Code of 1986, as amended, pertaining to the above Warrants; and the District does not reasonably expect to sell or otherwise dispose of said improvements and/or facilities, in whole or in part, prior to the last maturity of the above Warrants.

BE IT FURTHER RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, that the District hereby covenants, warrants and agrees as follows: (a) to take all actions necessary under current federal law to maintain the tax exempt status (as to taxpayers generally) of interest on the above Warrants; and (b) to the extent that it may lawfully do so, the District hereby designates the above Warrants as its "qualified tax exempt obligations" under Section 265(b)(3)(B)(I)(III) of the Internal Revenue Code of 1986 as amended and covenants and warrants that the District does not reasonably expect to issue Warrants or Bonds or other obligations aggregating in the principal amount of more than \$5,000,000.00 during the calendar year in which the above Warrants are to be issued.

BE IT FURTHER RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska that this and the preceding Resolutions are hereby adopted as the Certificate with Respect to Arbitrage of the District hereby further certify, as of the date of the registration of the above Warrants with the County Treasurer of Sarpy County, Nebraska, as follows:

1. No separate reserve or replacement fund has been or will be established with respect to the above Warrants. The District reasonably anticipates that monies in its Bond Fund reasonably attributable to the above Warrants in excess of the lesser of: (a) 10% of the net principal proceeds of the above Warrants, (b) the maximum annual debt service due on the above Warrants, or (c) 125% of average annual debt service due on the above Warrants will be expended for payment of principal of and interest on the above Warrants within 13 months after receipt of such monies. That amount which is currently held in the District's Bond Fund which exceeds the amount which is to be expended for payment of principal and interest on the above Warrants within 13 months after receipt of such monies, plus that amount arrived at pursuant to the immediately preceding sentence, will not be invested in any securities or any other investment obligations which bear a yield, as computed in accordance with the actuarial method, in excess of the yield of the above Warrants.

2. To the best of their knowledge, information and belief, the above expectations are reasonable.

3. The District has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its Bonds.

4. This Certificate is being passed, executed and delivered pursuant to Sections 1.148-2 (b)(2) of the Income Tax Regulations under the Internal Revenue Code of 1986, as amended.

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

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

ALLEN J. MARSH, Chairman

DALE MARPLES, Trustee

PATRICK S. LICHTER, Clerk

LARRY HAMMER, Trustee

PAUL R. STOUPA, Trustee

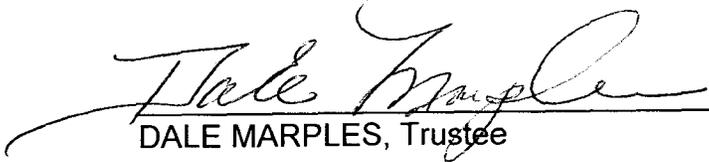
ACKNOWLEDGMENT OF RECEIPT
OF
NOTICE OF MEETING

THE UNDERSIGNED Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said District, and the Agenda for such meeting held at 4:00 p.m. on April 18, 2013 at 10302 South 168th Street, Omaha, Nebraska.

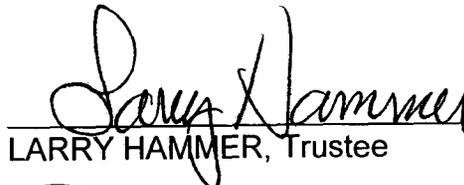
DATED this 18th day of April, 2013.



ALLEN J. MARSH, Chairman



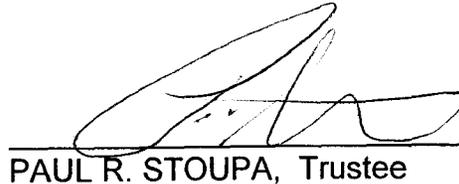
DALE MARPLES, Trustee



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 18th day of April, 2013.

A handwritten signature in cursive script, appearing to read "P. J. Man", written over a horizontal line.

Chairman

A handwritten signature in cursive script, appearing to read "Robert A. Lubke", written over a horizontal line.

Clerk

AGENDA

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

Allen J. Marsh, Chairman
Patrick S. Lichter, Clerk
Larry Hammer, Trustee
Dale Marples, Trustee
Paul Stoupa, Trustee

Held at 4:00 p.m. on April 18, 2013 at 10302 South 168th Street, Omaha, Nebraska.

1. Call meeting to order and roll call.
2. The Chairman to state to all in attendance that a current copy of the Nebraska Open Meetings Act is available for review and indicate the location of such copy in the room where the meeting is being held.
3. Update regarding the pool.
4. Discussion regarding Tiburon Village Center sign.
5. Update regarding Special Use Permit application from Chalco Animal Hospital to allow non-medical boarding of animals.
6. Discussion regarding Tiburon Lakeside drainage issues.
7. Update from Gerry Gutoski.
(1) discussion regarding possible water restrictions.
8. Update from engineers.
(1) discussion regarding Revised Report of Water Study.
(2) update regarding repair or replacement of drain installed along the street in front of 17120 Cypress Street.
9. Discussion regarding covenant issues with running a business out of a residence.
10. Approve a Dissemination Agreement between the District and Bankers Trust.
11. Property owner questions or concerns.
12. Update regarding the Singer lawsuit.
13. The following are reporting items for the Trustees information and required no action: a letter, dated March 22, 2013, to Rich James depositing \$27,486.91 in the

Construction Fund and depositing \$17,513.09 in the General Fund for proceeds of sale of Lot 13; a letter, dated March 22, 2013, to Rich James depositing \$28,684.80 in the Construction Fund and depositing \$13,815.20 in the General Fund for proceeds of sale of Lot 26; a letter, dated March 22, 2013, to Rich James depositing \$25,500.00 in the Construction Fund for proceeds of sale of Lot 51; a letter, dated March 22, 2013, to Rich James depositing \$950.00 in the Construction Fund for water connection fees; a letter, dated March 22, 2013, to Rich James depositing \$678.30 in the Service Fee Fund from X-Stream Car and Dog Wash for water payment; and General Ledger balances from Sarpy County Treasurer for March, 2013; and financial statements as of April 17, 2013.

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

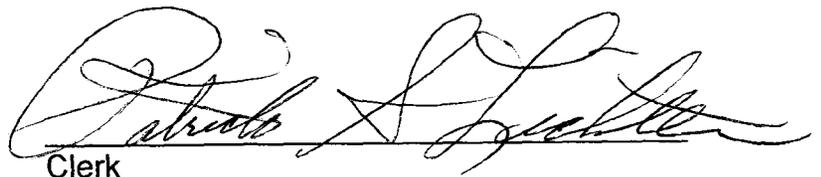
A.	World Herald Media Group Customer No. 154004 Order No. 0001623443-01	10.25
B.	Black Hills Energy Account No. 0867 6626 56	19.70
C.	Black Hills Energy Account No. 3340 6759 18	176.28
D.	O.P.P.D. Account No. 2097155308 Dated 04/09/13 Dated 03/08/13	691.13 <u>607.93</u> 1,299.06
E.	O.P.P.D. Account No. 9063100050 Dated 03/08/13 Dated 04/09/13	5,313.19 <u>5,235.22</u> 10,548.41
F.	Providence Group, Inc. Invoice No. 130025	1,258.00
G.	Field R & D Invoice No. 130029	6,452.00
H.	Premier Waste Solutions Statement dated 03/31/13	5,293.12
I.	H & H Lawn and Landscape Customer No. 17668, Invoice No. 26290 Customer No. 17668, Invoice No. 26767	75.00 <u>250.00</u> 325.00

J.	One Call Concepts, Inc. Invoice No. 3020619 Invoice No. 303060	13.00 <u>20.40</u>	33.40
K.	DHHS Nebraska Invoice No. 436629		28.00
L.	Swift Green Lawn Care Statement dated 02/28/13		110.00
M.	Signature Advertising & Display, Inc. Invoice No. 9434		214.00
N.	City of Omaha Invoice No. 89358 Invoice No. 89542	6,140.00 <u>5,844.43</u>	11,984.43
O.	Thompson, Dreessen & Dorner, Inc. Project No. 1592-103 Invoice No. 98373 Invoice No. 98479 Project No. 1592-900 Invoice No. 98480	3,547.54 1,525.00 <u>82.00</u>	5,154.54
P.	Ronald W. Hunter Statement dated 04/17/13		3,045.00
Q.	Great Western Bank Statement dated 03/08/12		* 250.00
R.	Bankers Trust Invoice No. 7428		* 200.00

*** There are funds available so there is no 5% fee paid to Ameritas Investment Corp.**

15. Adjourned.

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


Clerk

Kristi Weispfenning

From: "Pat Lichter" <patlichter@cox.net>
Date: Monday, April 15, 2013 10:12 AM
To: "Kristi Weispfenning" <rwhre@hunterlaw.omhcoxmail.com>
Subject: FW: Tiburon Village signage

From: Jerome Knoll [mailto:j.knoll@hotmail.com]
Sent: Friday, March 01, 2013 1:36 PM
To: patlichter@cox.net
Subject: Tiburon Village signage

Pat, Following up on our phone conversation I am presently in the process of closing the purchase of the Tiburon Village Center. In visiting with the tenants they are interested in having a sign advertising their business name out by the road. Any help your SID can provide in making that happen will be vey much appreciated.

Sincerely

Jerome Knoll
24262 So. Somerset Rd
North Platte, Ne. 69101

Home phone: 308-534-9647
Cell: 308-530-3800
E-mail: j.knoll@hotmail.com



**SARPY COUNTY PLANNING
& BUILDING DEPARTMENT**

RECOMMENDATION REPORT

**SPECIAL USE PERMIT AMENDMENT (SUP 13-0002) – CHALCO ANIMAL HOSPITAL
TO ALLOW FOR NON-MEDICAL BOARDING OF ANIMALS WITHIN FACILITY**

PLANNING COMMISSION HEARING OF: APRIL 17, 2013

I. GENERAL INFORMATION

A. APPLICANT:

Chalco Animal Hospital - Heather Kreager, DVM
10208 S 168th Ave
Omaha NE 68136

B. PROPERTY OWNER:

Charter West National Bank
20041 Manderson St
Elkhorn, NE 68022

C. SUBJECT PROPERTY LOCATION: Subject property is located in commercial strip center on 168th Avenue in Tiburon Village Addition just southwest of 168th Street and Cornhusker Road.

D. LEGAL DESCRIPTION: Lot 12, Tiburon Village

E. SUBJECT PROPERTY SIZE: approximately 1.31 acres

F. EXISTING FUTURE LAND USE AND ZONING DESIGNATIONS:

- Future Land Use Designation: Park-School
- Zoning: BG (General Business District)

G. REQUESTED ACTION(S):

- To approve a Special Use Permit to allow non-medical boarding of animals for clients. The maximum number of animals to be boarded at any one time will not exceed 10 dogs and 6 cats. No additional improvements or changes to the interior or exterior will be necessary to provide this service.

II. BACKGROUND INFORMATION

- **EXISTING CONDITION OF SITE:** The site is currently developed with a commercial strip center building for six businesses totaling approximately 12,000 sq. ft. and related parking.
- **GENERAL VICINITY AND LAND USE**
 - North and East: BG (General Business), commercial land uses include a convenience store with fuel sales, a restaurant and pub and a nail salon.
 - South and West: Tiburon Golf Course and residential homes.
- **RELEVANT CASE INFORMATION:**
 - Animal Hospitals are a permitted use in the BG (General Business) zoning district but it only allows for the boarding of animals incidental to such hospital use.
 - Chalco Animal Hospital opened for business at this location in January and would like to be able to offer non-medical boarding services to clients.

- This boarding service will not require any additional improvements and will not extend the current operational hours that the business is open to the public.
- No outdoor kennels are used as all animals are hand walked by staff.
- **APPLICABLE REGULATIONS:**
 - Sarpy County Zoning Regulations:
 - Section 20 regarding the BG (General Business) District uses
 - Section 41 regarding Special Use Permits
 - Section 44 regarding Definition of Animal Hospital

III. **ANALYSIS / STAFF COMMENTS**

A. **COMPREHENSIVE PLAN:**

- The Comprehensive Plan land use map shows the area as Park-School in conjunction with the adjacent golf course and Mixed Use Center directly to the north.

B. **TRAFFIC AND ACCESS:**

- Access to the subject property is off of Cheyenne Road which intersects with 168th Street directly south of this commercial development.

C. **OTHER AGENCY REVIEW/COMMENTS:** The applications were sent to area jurisdictional agencies or departments that may have an interest.

- The only responses received indicated they had no comments or objections to the application.

D. **GENERAL:**

- Veterinary clinics, hospitals and animal daycare are permitted uses within the BG zoning district. Outdoor runs and boarding operations, however, require a Special Use Permit.
- This type of operation is regulated and inspected by the Nebraska Department of Agriculture and a license is required through them as well. The Operation Plan states that capacity will allow a maximum of 10 dogs and 6 cats to be boarded at any one time.
- The BG district allows a variety of uses such as those in this commercial development.
- The applicant indicates the hours of operation that the facility is open to the public will remain the same (M 8-7, T 8-5, W 8-12, Th 8-5, F 8-7, Sat 8-12, and closed Sunday).
- In the case of a hospitalized or boarding patient or client, a staff member would be coming back Saturday afternoons and evenings and multiple times on Sundays.

IV. **STAFF RECOMMENDATIONS:**

Staff recommends **APPROVAL** of a Special Use Permit for Chalco Animal Hospital located at 10208 S 168th Avenue to provide non-medical boarding services to clients as specifically described in their application and Operational Plan as it is in conformance with the Sarpy County Zoning Regulations. Staff makes this recommendation with the condition that the applicant provide the Sarpy County Planning & Building Department with a copy of their Boarding Kennel Facility License as issued by the State of Nebraska Department of Agriculture Bureau of Animal Industry.

V. **PLANNING COMMISSION RECOMMENDATION:**

MOTION: SPECIAL USE PERMIT

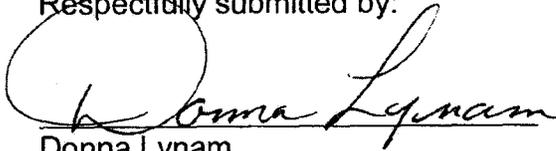
VI. ATTACHMENTS TO REPORT:

1. Current Zoning Map
2. Current Development Structure Plan – Figure 5.1 of Comprehensive Plan (showing subject property area)
3. Application and Operation Plan

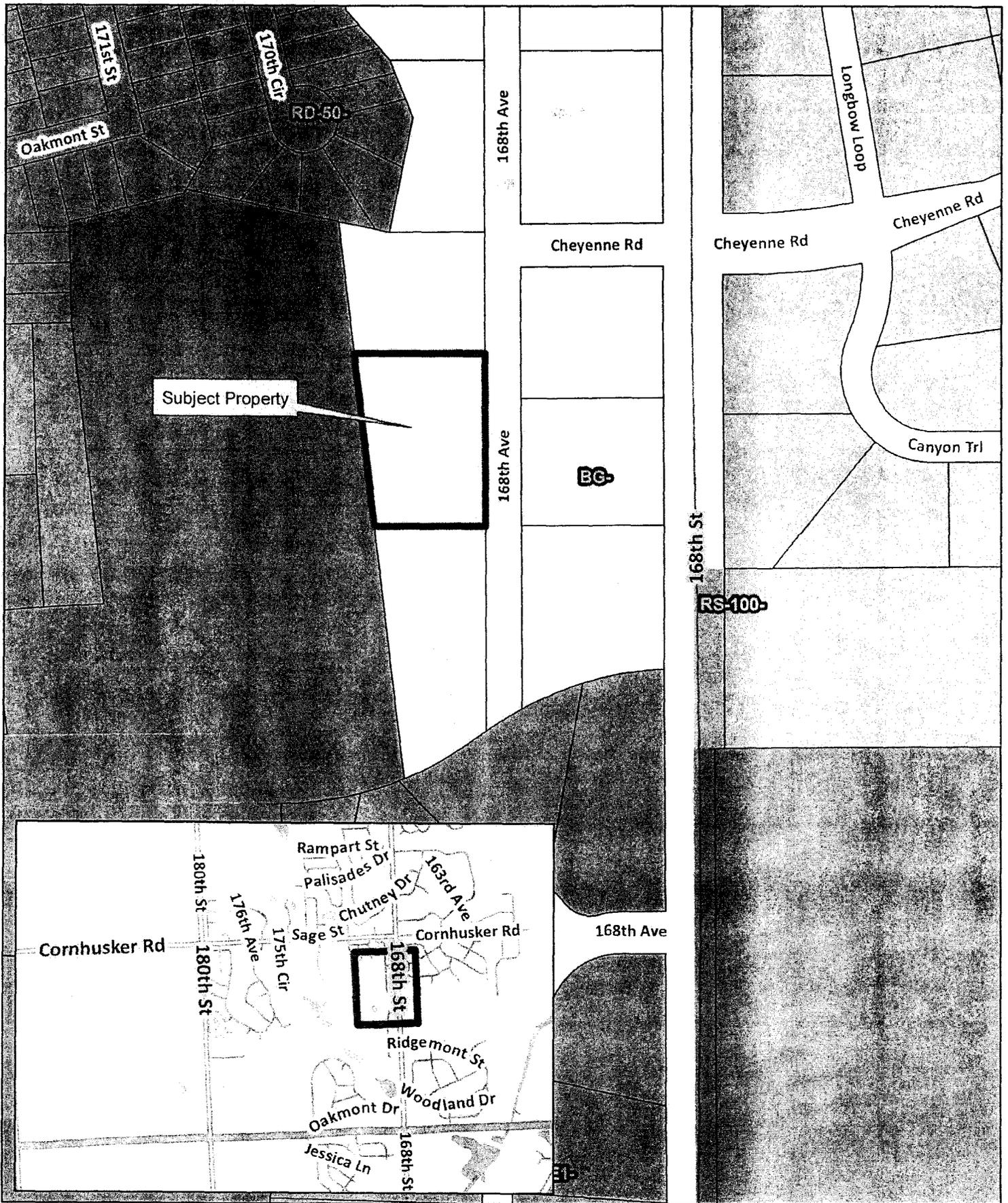
VII. COPIES OF REPORT SENT TO:

1. Chalco Animal Hospital - Heather Kreager, DVM (applicant)
2. Charter West National Bank (current property owner)
3. Public Upon Request

Respectfully submitted by:

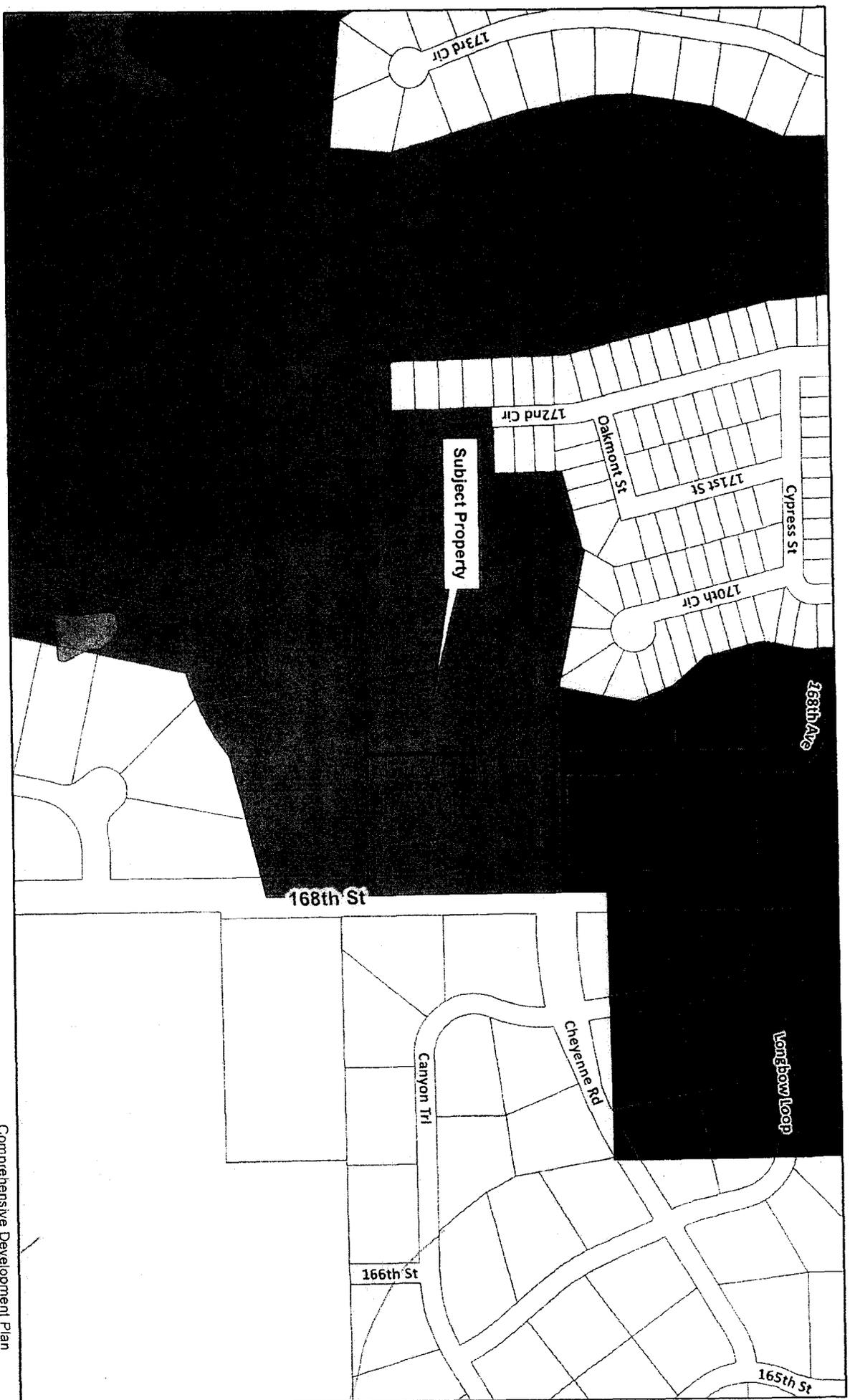
A handwritten signature in cursive script that reads "Donna Lynam". The signature is written in black ink and is positioned above the typed name.

Donna Lynam,
Zoning Administrator, Planning & Building Department
Reviewed, edited & approved by: Bruce Fountain, Planning Director

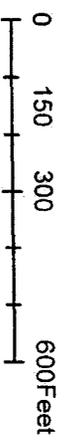


Vicinity Map - Zoning
 10208 S 168th Ave
 Zoning





Current FLU - Sarpy Co



Legend

- | | | | | | |
|--|------------------------------|--|---------------------------------|--|-----------------------|
| | Balivue Future Growth | | Mixed Use | | Cross County Arterial |
| | Business Park | | Mixed Use Center | | City Limit |
| | Civic | | New Richfield Village | | City ETJ |
| | Conservation Residential | | Park/School Site | | |
| | Estate Residential | | Plng Intechange Developm't | | |
| | Greenway | | Residential - Community Systems | | |
| | Industrial | | Urban Residential | | |
| | Light Industrial/Storage | | Urban Residential II | | |
| | Long Term Residential Growth | | | | |

Comprehensive Development Plan
 Figure 5.1: Development Structure Plan
 Sarpy County, Nebraska



SARPY COUNTY PLANNING & BUILDING DEPT.

1210 GOLDEN GATE DRIVE PAPPILLION, NE 68046

PHONE: 402-593-1555 FAX: 402-593-1558

E-MAIL: PLANNING@SARPY.COM

SPECIAL USE PERMIT APPLICATION

In order for your application to be considered **COMPLETE**, please answer all applicable questions and provide the following:

1. Completed Special Use Permit Application
2. Non-Refundable Fee of \$250 made payable to Sarpy County Treasurer (additional fees may also be required to cover cost of mailing of public notifications)
3. Two (2) site plan drawings and/or other such plans and data showing the dimensions, arrangements, description, data, and other material which shall constitute a record essential to the understanding of the proposed use.
4. One (1) reduced size site plan drawing or other material provided above (8.5 x 11)
5. One (1) electronic copy of site plan drawing or other material provided above (in PDF form)
6. A detailed operational plan for propose use
7. Other information as deemed necessary by Sarpy County Planning Department
8. **Please review Section 41 of the Sarpy County Zoning Regulations for complete information, processes and submittal requirements for Special Use Permits.**

PLANNING STAFF USE ONLY:

APPLICATION #: SUP 13-0002

DATE RECEIVED: 3-2-2013

CP DESIGNATION: Park School Site

CURRENT ZONING DESIGNATION: BG

PROPOSED ZONING DESIGNATION: _____

APPLICATION FEE: \$ 250.00 RECEIPT NO. 1977

PUBLIC NOTIFICATION
PROCESSING FEE: \$ _____ RECEIPT NO. _____

RECEIVED BY: _____

NOTES: _____

APPLICANT INFORMATION:

NAME: Heather Kreager, DVM E-MAIL: h.kreager@hotmail.com

ADDRESS: 10208 S 168th Ave CITY/STATE/ZIP: Omaha, NE 68136

MAILING ADDRESS: _____ CITY/STATE/ZIP: _____
(IF DIFFERENT)

PHONE: 402-884-0220 FAX: 402-884-1118

PROPERTY OWNER INFORMATION: (If multiple owners, please attach separate sheet)

NAME: Charter West Natl. Bank E-MAIL: sdavis@charterwest.com

ADDRESS: 20041 Manderson St CITY/STATE/ZIP: Eikhorn, NE 68022

MAILING ADDRESS: _____ CITY/STATE/ZIP: _____
(IF DIFFERENT)

PHONE: 402-289-0045 FAX: 402-289-0082

ENGINEERING/SURVEYING OR OTHER CONSULTING PROFESSIONAL'S INFORMATION:

NAME: N/A E-MAIL: _____

ADDRESS: _____ CITY/STATE/ZIP: _____

MAILING ADDRESS: _____ CITY/STATE/ZIP: _____
(IF DIFFERENT)

PHONE: _____ FAX: _____

Rec 3-2-13

OPERATION PLAN / PROJECT DESCRIPTION: Describe the project in detail, including proposed improvements, proposed uses or business, operating hours, number of employees, anticipated customers, other operational details, etc. – Attach as separate document entitled "Operation Plan." **PLEASE NOTE:** A detailed project description is essential to the reviewing process of this request.

PROJECT SITE INFORMATION: Complete each section in its entirety. If a question is not applicable to your project, please indicate this to show that each question has been carefully considered.

SUBDIVISION NAME (if applicable): Tiburon

ASSESSOR'S PARCEL NUMBER: N/A ADDITIONAL PARCEL NUMBERS _____

GENERAL LOCATION: 168th and Cornhusker (Tiburon Village)
(example 189th & Giles Rd)

LEGAL DESCRIPTION: (Describe property to wit:) Primary Property Type: Retail, Sub-type: Strip Center
Lot 12, Tiburon Village - Suite 200 1/2

SIZE OF PROPERTY: 2276 sq ft acres CURRENT ZONING: unknown REQUESTED ZONING (if applicable): _____

ADDITIONAL INFORMATION: Please use this space to provide any other information you feel is appropriate for Sarpy County to consider during review of your application. Attach extra sheets if necessary.

This shopping center is currently bank owned, however it is in the process of being sold to JAC Properties, Inc, principal owner Mr. Jerome Knoll

PLEASE NOTE THE FOLLOWING PROCEDURES:

1. The Planning Department will review the application material along with other appropriate departments and/or agencies and provide a recommendation report to the Planning Commission and County Board.
2. The Planning Commission will hold a public hearing and make a recommendation to the County Board.
3. The County Board will hold a public hearing and make a final decision on the Special Use Permit application.
4. Any necessary agreements will be recorded with the Sarpy County Register of Deeds, the cost of which will be borne by the applicant or the property owner.

The applicant (or authorized agent) has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct.


Applicant Signature

03/02/2013
Date

I, the undersigned, understand the Special Use Permit process as stated above and I authorize Sarpy County staff to enter the property for inspection related to the specific request during this process.

Owner Signature (or authorized agent)

Date

Owner Signature (or authorized agent)

Date



10208 South 168th Avenue • Omaha, Nebraska • 68136 • Phone (402) 884-0220 • Fax : (402) 884-1118

OPERATION PLAN

Chalco Hills Animal Hospital took possession of bay H/suite800 within the Tiburon Village shopping center (10208 S 168th Ave, Omaha NE 68136) in November of 2012. This bay is 2276 sq ft in size. The Ideal Construction Company (Jeff Hartung) was contracted to complete all of the demolition, renovation and build out of the space. They completed their work and had all inspections completed and passed by the end of January 2013. No additional improvements or changes are planned.

Chalco Hills Animal Hospital is a full service small animal veterinary hospital. Our lease space consists of a lobby and reception area, 2 exam rooms, 2 ADA approved bathrooms, radiology room (shielding plan completed and equipment registered with the state), doctors office, break room, utility room, treatment area, isolation ward, surgery suite, a feline kennel ward, and a canine kennel area. The feline ward contains 6 cat condos and the canine kennel has 8 cages of varying sizes and 2 large runs. We have no intention of anything outside of our lease space and the dogs would only be taken outside leashed for brief walks.

Our primary purpose is to provide medical and surgical services to our patients. We are requesting permission to allow non-medical boarding of animals for our clients. As a new business it is difficult to predict how often our clients would choose to board their animals with us for non-medical reasons. At absolute capacity we would have no more than 10 dogs and 6 cats, but having every cage filled is highly unlikely at this point in our business.

We currently have only 3 employees/staff, including myself. We are open M 8-7, T 8-5, W 8-12, Th 8-5, F 8-7, Sat 8-12 and Sun Closed. In the case of a hospitalized or boarding patient a staff member would be coming back Saturday afternoons and Evenings and multiple times on Sunday.

Our only request is to be granted permission to allow boarding of non-medical patients within our facility.

Thank You,
Heather Kreager, DVM
Chalco Hills Animal Hospital

Kristi Weispfenning

From: "Allen Marsh" <AMarsh@sappbros.net>
Date: Monday, April 08, 2013 10:42 AM
To: "Molly McClure" <mmcc0876@gmail.com>; <djaeger@td2co.com>; "Kristi " <rwhre@hunterlaw.omhcoxml.com>
Subject: RE: SID issue
 Dean,

Please take a look at this issue when you are looking at the concrete issues and we will discuss at the meeting on the 18th.

Allen J. Marsh, CEO

Sapp Bros, Inc.



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

From: Molly McClure [mailto:mmcc0876@gmail.com]
Sent: Friday, April 05, 2013 1:59 PM
To: Allen Marsh
Subject: Fwd: SID issue

Sent from my iPhone

Begin forwarded message:

From: Dale McClure <mccland@cox.net>
Date: April 5, 2013, 1:44:25 PM CDT
To: Molly <mmcc0876@gmail.com>
Subject: SID issue

Alan, I got this from one of the residents in our area. Please help us with this and the huge pot holes that we have in the street. Thanks, Dale

The drain installed along the street in front of 17120 Cypress St., is in need of repair or replacement. This has never functioned properly & is constantly full of debris, thus causing water backup into the street & along the side of my yard. Please have these concerns addressed. If you need further information, please contact me at the number below.
 Thank you!

Mike Wohlers - Broker

Gretna Realty, P.C.

O,M - (402) 332-3400

mike@gretnarealty.com

Kristi Weispfenning

From: "Heidemann, Jami" <jheidemann@cbremega.com>
Date: Sunday, April 14, 2013 7:17 AM
To: "Allen Marsh" <aj.marsh@cox.net>
Cc: "'Kristi Weispfenning'" <rwhre@hunterlaw.omhcoxmail.com>
Subject: RE: Zoning Hearing - Tiburon Issue - Application for homeowners to operate a firearm business in the Tiburon neighborhood

Thanks, Allen. Is the neighborhood to the point of development yet where the developer will turn over the interest? I would think that last year's surge would help the ratio needed to achieve that.

If you need any suggestions with the matter, please let me know. I'm certainly not an attorney, but I've had to deal with my share of these issues from the SID level and am happy to help.

Jami Heidemann | Vice President
CBRE|MEGA - Commercial Real Estate
11213 Davenport Street, Suite 300 | Omaha, NE 68154
T 402.557.6006 | F 402.697.5859 | C 402.730.6151
jami.heidemann@cbre.com | cbre.com/jami.heidemann

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

From: Allen Marsh [mailto:aj.marsh@cox.net]
Sent: Saturday, April 13, 2013 2:28 PM
To: Heidemann, Jami
Cc: 'Kristi Weispfenning'
Subject: RE: Zoning Hearing - Tiburon Issue - Application for homeowners to operate a firearm business in the Tiburon neighborhood

Jami,

The SID 158 will be discussing this issue during our board meeting on April 18th at 4 PM to be held at the Tiburon Golf Club house.

I encourage all SID 158 residents to attend both the Sarpy County meeting and the SID 158 meeting.

Sarpy County has no authority to approve any conflict with the covenants that control the

properties in any SID area, not does the THOA.

The Architectural Control Committee, as appointed by the SID 158 board, is the controlling and enforcing authority.

This authority is vested in the existing developer, therefore SID 158 has taken the position of developer upon the purchase of the remaining undeveloped lots four years ago.

Had the SID not taken the position of developer, we would have had no legal position to enforce the covenants.

This was an important action by SID158 to give it some power to act in cases such as this.

Each individual resident who resides in the particular covenant area cannot approve or deny approval, but can cause legal action to be taken through the courts if, in their opinion, the covenants have been violated.

I am sure that the Board of Trustees of SID 158 will act in the best interest of the majority of the residents.

The CC&Rs, of which there are seven, are available on the Sarpy County Web site.

Allen Marsh

Chairman of SID 158

PS: I will have our attorney share this email with all of the SID 158 Board and if you would forward to Shawn, he Shawn could send through his email list to SID 158 residents.

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

From: Heidemann, Jami [mailto:jheidemann@cbremega.com]

Sent: Saturday, April 13, 2013 11:28 AM

To: Shawn Bengé

Cc: scott gray; Todd Vergil; Shawn Bengé; Larry Hammer; Allen Marsh; Robin Stoupa; Paul Stoupa; Lynn Yungtum

Subject: Re: Zoning Hearing - Tiburon Issue - Application for homeowners to operate a firearm business in the Tiburon neighborhood

Can someone email me a copy if the CC&Rs? What remedies does the HOA have to enforce violations?

Thanks,

Jami

Sent from my iPhone

On Apr 13, 2013, at 9:56 AM, "Shawn Bengé"

<shawn.benge.rqsx@statefarm.com<<mailto:shawn.benge.rqsx@statefarm.com>>>

wrote:

Todd,

Definitely forward this email to the list. I think it would be a good idea to encourage anyone who has an opinion on this issue to respond to the email with comments. If there is a large group against we should have someone at the hearing to speak to it. I am forwarding this to Jami Heidemann as well as she has volunteered to head the Covenants committee.

Subject: Zoning Hearing - Tiburon Issue - Application for homeowners to operate a firearm business in the Tiburon neighborhood

Todd,

Please send to the HOA email list, unless you get conflicting instructions from Shawn Bengé.

Thank you

Residents of Tiburon,

A very serious matter is discussed below, please read this, in its entirety.

On Wednesday, April 17, Sarpy County will be holding a hearing, open to the public at 7:00 PM at the county office building at 1210 Golden Gate, on the east side (use the same entrance as you would if renewing a driver license).

The meeting is in the County Board Room, on the second floor.

One of the agenda items up for discussion concerns the Tiburon residents living at 9905 S. 176th (near the corner of 176th and Cornhusker where children are dropped off and picked by the school bus), and their request for permits to operate a business out of their house. This attachment will provide more details on the nature of the business.

In summary, the reason for this public hearing is that the property owners want to operate a business out of their home; to buy and sell firearms, and special permits are required for this. Although stated to be primarily an internet based business, the type of licenses requested require that they have open to the public hours, as well as by appointment. They have stated their intention to have operational hours between Noon and 5 PM on Tuesday and Thursday, as well as by appointment. The county has given preliminary

APPROVAL for this, as shown in the attached file. Several neighbors called the County, and we were told that public and neighbor opinion WILL influence the final licensing and board decision. It is very important that the opinion of neighbors is heard at this meeting.

If you have an opinion on this matter, it is imperative that you attend the meeting on April 17, and tell the county representatives what you think about this. According to the people at Sarpy County, the best way to influence their decision is by attending the meeting and offering an opinion.

If you are not able to attend the meeting, please reply to this small survey with your perspective on this issue, and this will be brought forward.

<http://www.surveymonkey.com/s/KFRYGDV>

As a reminder, our covenants clearly state that the properties are for residential use only. A letter and an email have been sent to the homeowners, reminding them about this restriction. When asked, the county was not aware of this covenant restriction, so several neighbors informed them.

For questions, call the Sarpy County zoning board at 402-593-1555, they are very helpful.

Kristi Weispfenning

From: "Pat Lichter" <patlichter@cox.net>
Date: Monday, April 15, 2013 7:05 AM
To: "Larry Hammer" <lhammer1@me.com>
Cc: "Kristi Weispfenning" <rwhre@hunterlaw.omhcoxmail.com>
Subject: RE: Planning Committee notice

Kristi,

Please pass this along to all the other Trustees.

Pat

If you read the covenants, the business is very questionable as to a violation. If you determine Wickey's business as a violation of the covenants, then me selling any real estate (including the Tiburon Lots) from my home is a violation of the covenants, and Paul Stoupa's business in his home is a violation of covenants. I think that anyone from the Board that informed them of anything different need to clarify that. Also, it was run through the ACC who didn't determine it was a violation. I would be willing to bet that there are Many businesses that are run out of homes in some manner. Probably several landscaping businesses, a builder, even attorney that takes calls at home, or the CEO of a petroleum company if he takes business calls from home. You may not agree with the business, but you need to have a very objective look at the covenants for that particular lot.

Also, we need to observe the policy of not sending the emails to all the Trustees. You need to send it to Kristi and perhaps 1 other Trustee and have Kristi send them out.

Pat

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

From: Larry Hammer [mailto:lhammer1@me.com]
Sent: Sunday, April 14, 2013 8:16 AM
To: Kristi Weispfenning; Allen Marsh; Dale Marples; Paul Stoupa; Pat Lichter
Subject: Planning Committee notice

For everyone's information, the Wickeys at 9905 So. 176th Street have withdrawn their application for a zoning change. In short, making them aware of their action being a covenant violation and the fact that there was growing opposition by Tiburon homeowners to their business plan resulted in their decision.

Larry

Kristi Weispfenning

From: "Pat Lichter" <patlichter@cox.net>
Date: Friday, April 12, 2013 11:34 AM
To: "Allen Marsh" <aj.marsh@cox.net>; <almarsh@sappbrospetro.com>; "Kristi Weispfenning"
<rwhe@hunterlaw.omhcoxmail.com>
Attach: Tiburon Covenants lots 1-15+217-282+340-395.pdf
Subject: Covenants for lot 226

See Attached. Let me know what you think about any violation of covenants for the proposed Internet gun sale business on lot 226.

Pat

93-01002

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",

WITNESSETH:

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

Lots 1 through 15, inclusive, Lots 217 through 282, inclusive, and Lots 340 through 395, inclusive, of Tiburon, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, and

WHEREAS, all of the above-described real estate has been zoned "RS-100" and, therefore, is available for single family use,

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

NOW, THEREFORE, the Declarant hereby declares 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, 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 properties that are subject to the Declaration or any supplemental Declaration under the provisions hereof, which shall initially consist of Lots 1 through 15, inclusive, Lots 217 through 282, inclusive, and Lots 340 through 395, 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 1 through 15, inclusive, Lots 217 through 282, inclusive, or Lots 340 through 395, 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.

ATI

93-D1002A

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

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 details 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 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, grading, surface drainage 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 facs 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.

93-01002-B

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.

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 two (2) stories. 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 shall be located at least twenty-five (25') feet from the front Lot line, and a minimum of twenty-five (25') feet from the rear property line. All buildings shall have at least ten (10') foot sideyards. On corner lots, either street side may be designated by the Owner/Builder as the front, and either non-street side as the rear. The minimum setback requirement for the non-front street exposure is twenty-five (25') feet from the property line. For purposes of this restriction, eaves, open patios, and steps shall not be considered part of the building. The above provisions parallel the present zoning requirements of Sarpy County for the Lots. In the event that the zoning requirements for a Lot or Lots are subsequently changed by Sarpy County to be less restrictive than the present requirements, or in the event a waiver or variance of some of the 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 zoning changes, 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. In the event that a fireplace is constructed as a part of the dwelling on any Lot Adjoining Golf Course, said fireplace and/or the enclosure for the fireplace flue shall be constructed of or finished with, clay-fired brick or stone. In the event that a 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 finished with, clay-fired brick or stone. If the fireplace and/or enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the rear of the dwelling or a Lot Not Adjoining Golf Course, the enclosure (of) the fireplace and flue shall be constructed of, or finished with, the same material as is the dwelling at the point from which the fireplace and/or the flue protrudes or shall be constructed of, or finished with, clay-fired brick or stone. No fireplace 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.

G. 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 thirty-five (35) 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.

H. 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.

I. 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.

J. 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.

K. 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 any Lot graded, to

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

L. 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.

M. 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.

N. 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.

O. 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.

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

Q. 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.

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

S. 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.

T. 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.

U. 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.

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

W. 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.

X. No television antenna, no antenna of any kind or nature, no satellite dish, no solar collecting panels or equipment, no wind generating power equipment shall be allowed on the Lots.

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 assign, 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 easement ways. No permanent buildings shall be placed in perpetual easement way, 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.

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.

93-01002 F

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 or 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 has caused these presents to be executed this 14th day of JANUARY, 1993.

DECLARANT:

TIBURON LIMITED PARTNERSHIP
a Nebraska Limited Partnership

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

By: Eric B. Waddington
Eric B. Waddington, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 14th day of January, 1993, before me the undersigned, a Notary Public in and for said County and State, personally came Eric B. Waddington, known to me to be the President of Drella, Inc., a Nebraska Corporation, and acknowledged that he executed as the willful act and deed of such corporation.

GENERAL NOTARY PUBLIC of Nebraska
BARBARA M. HAMMOND
My Comm. Exp. April 11, 1998

Barbara M. Hammond
Notary Public

tibcoven
1/13/93

FILED COPY OF NEB.
INSTRUMENT NUMBER
93-001002

93 JAN 15 PM 3:50

Carol A. Lanier
REGISTER OF DEEDS

SEARCHED	<u>WJ</u>
SERIALIZED	<u>WJ</u>
INDEXED	<u>WJ</u>
FILED	<u>WJ</u>
RECORDED	<u>WJ</u>
DATE	<u>1-15-93</u>
TIME	<u>3:50</u>

Richard S. Harman
Vice President - Public Finance

440 Regency Parkway Dr., Suite 222 / Omaha, NE 68114
Bus: 402-384-8433 / Toll Free: 800-700-2362 / Fax: 402-384-8099

March 26, 2013

Mr. Ron Hunter
Hunter Law Office
11605 Arbor Street
Suite 104
Omaha, Nebraska 68144

Re: Douglas County SID No. 458
Sarpy County SID Nos. 158, 192 & 216

Dear Ron:

As you know, there have been a number of changes to various federal securities laws and regulations over the past several years. These changes have resulted in an additional layer of required disclosure filings by issuers of tax exempt debt with the Municipal Securities Rulemaking Board ("MSRB") via the Electronic Municipal Market Access centralized online system. Historically, we have assisted District's with both the required initial filings upon the issuance of debt, as well as the ongoing annual disclosure requirements. However, for several reasons including the increased time required to make these filings, we will no longer be providing this assistance. It is our recommendation the District(s) retain Bankers Trust to act as a Dissemination Agent for disclosure filings. Bankers Trust's fee is \$250 annually, which is a very inexpensive solution and Bankers Trust has experience in performing these disclosure functions. Enclosed are two copies of the Dissemination Agent Agreement which Bankers Trust has used with other SIDs. If acceptable, please have both copies signed at the next scheduled meeting of the Board(s), as well as a resolution passed appointing Bankers Trust as Dissemination Agent. Return both signed copies to my attention and we will forward them to Bankers Trust. Upon their acceptance and signature a copy will be sent to you.

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

Sincerely,



Richard S. Harman

enc.

DISSEMINATION AGENT AGREEMENT

This Dissemination Agent Agreement (the "Agreement") is executed and delivered by Sanitary and Improvement District No. _____ of _____ County, Nebraska (the "Issuer") and Bankers Trust Company, as dissemination agent (the "Dissemination Agent"), in connection with the outstanding debt obligations as listed in Exhibit A (the "Indebtedness").

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer and the Dissemination Agent for the benefit of the Bondholders/Warrantholders (including any beneficial owners thereof when the bonds are held in a book-entry system) of the Indebtedness.

Section 2. Duties, Immunities and Liabilities of the Dissemination Agent. The Dissemination Agent shall, on behalf of the Issuer, make the filings with the Municipal Securities Rulemaking Board ("MSRB"), through the Electronic Municipal Market Access ("EMMA") centralized online system, necessary to comply with the Issuer's undertakings in relation to the Indebtedness adopted by the resolutions of the Issuer (collectively, the "Undertakings"). The Undertakings are hereby incorporated by reference into this Agreement as if set forth herein. The Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Agreement.

Section 3. Termination of Reporting Obligations. The Issuer's obligations under this Agreement shall terminate immediately once all of the Indebtedness is no longer outstanding by reason of legal defeasance, redemption, or payment at maturity thereof. This Agreement, or any provision hereof, shall be null and void in the event that the Issuer obtains an opinion of nationally recognized bond counsel to the effect that those portions of the Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 C.F.R. § 240.15c2-12) (the "Rule") which require the Undertakings, are invalid, have been repealed retroactively or otherwise do not apply to the Indebtedness; provided that the Issuer shall have provided notice of such delivery and the cancellation of the Undertakings to the MSRB.

Section 4. Beneficiaries. This Agreement shall inure solely to the benefit of the Issuer, Dissemination Agent, and the Bondholders/Warrantholders (including any beneficial owners thereof when the Bonds are held in a book-entry system) from time to time of the Indebtedness, and shall create no rights in any other person or entity.

Section 5. Compensation. The Issuer hereby agrees to compensate the Dissemination Agent for the services provided and the expenses incurred pursuant to this Agreement, in the amount of \$250 annually (see Fee Schedule attached as Exhibit B).

Section 6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

Section 7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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: 224325 Date Received: 3/6/2013 Matrix: Water
Sample ID: 224325 Date Collected: 3/5/2013 11:45
Sampled By: SYSLO, D Date Reported: 3/7/2013
Location: Z2 SC KUM N GO

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		3/7/2013	TSW
E.coli	E. coli absent	cfu/100 ml		0		3/7/2013	TSW



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: 224324 Date Received: 3/6/2013 Matrix: Water
Sample ID: 224324 Date Collected: 3/5/2013 12:15
Sampled By: SYSLO, D Date Reported: 3/7/2013
Location: 10111 S 177 Z1 SC

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		3/7/2013	TSW
E.coli	E. coli absent	cfu/100 ml		0		3/7/2013	TSW

SAMPLE COMMENTS:

[1] Monthly Total Coliform, March 2013

TIBURON COMMUNITY WELL WATER PERIODIC REPORT

for the period: 03,2013

Generated: 04/01/2013

THIS PERIOD LAST PERIOD

	THIS PERIOD	LAST PERIOD
WELL#1 (CORNHUSKER) KGALS USAGE..	326	482
WELL#2 (176TH ST) KGALS USAGE....	641	922
WELL#3 (FAIRWAY) KGALS USAGE.....	0	0
WELL#4 (180TH ST) KGALS USAGE....	93	20
WELL#5 (CORNHUSKER) KGALS USAGE....	4228	3498
WELL#1 (CORNHUSKER) GENERATOR HRS.	N/A	N/A
WELL#2 (176TH ST) GENERATOR HRS.	0	0
WELL#3 (FAIRWAY) GENERATOR HRS.	0	0
WELL#4 (180TH ST) GENERATOR HRS.	1.34	1.35
WELL#5 (CORNHUSKER) GENERATOR HRS.	N/A	N/A
WELL#1 DRAWDOWN FEET.....	12	0
WELL#1 VFD PUMP STARTS.....	294	371
WELL#2 DRAWDOWN FEET.....	9	0
WELL#2 VFD PUMP STARTS.....	1017	1005
WELL#3 DRAWDOWN FEET.....	0	0
WELL#3 VFD PUMP STARTS.....	0	0
WELL#4 DRAWDOWN FEET.....	15	0
WELL#4 VFD PUMP STARTS.....	159	21
WELL#5 DRAWDOWN FEET.....	10	0
WELL#5 VFD PUMP STARTS.....	3773	3410
EAST BULK METER KGAL USAGE	271	261
WEST BULK METER KGAL USAGE	919	826
E+W SID158 BULK METER KGAL USAGE ...	1190	1087
CAR WASH METER KGAL USAGE	209	185
STRIPMALL SPRINKLER METER KGAL USAGE	0	0
STRIPMALL REGULAR METER KGAL USAGE ..	41	45
KUM & GO TOP METER KGAL USAGE	0	0
KUM & GO BOTTOM METER KGAL USAGE	17	14
TOTAL WATER KGAL USAGE THIS MONTH	5301	4928
TOTAL WATER KGAL USAGE PER DAY...	171	176

=====

SID192 TIBURON SOUTH COMMUNITY WELL WATER PERIODIC REPORT

for the period: 03,2013

Generated: 04/01/2013

THIS PERIOD LAST PERIOD

	THIS PERIOD	LAST PERIOD
WELL#3 (FAIRWAY) KGALS USAGE.....	0	0
WELL#3 (FAIRWAY) GENERATOR HRS....	0	0
WELL#3 DRAWDOWN FEET.....	0	0
HYDRANT A8 KGALLON OVERFLOW	0	0
E+W SID158 BULK METER KGAL USAGE ...	1190	1087
WELL#3 NET KGALLONS	0	
SID192 GRACE WATER @ 118 meters....	0	

10203 South 152nd St
Omaha, NE 68138



Office: 402-339-1229
Fax: 402-285-7033

Contact@PremierWasteSolutions.com · www.PremierWasteSolutions.com

March 31, 2013

Clerk of the District
SID #158
11605 Arbor Street, Suite 104
Omaha, NE 68114

Partial Payment Request

RE: Solid Waste Collection & Disposal Services

Month: March 2013

544 houses (including park) x \$9.73 = \$5,293.12

Total: \$5,293.12

INVOICE

Printed 03/14/13

Customer # 17668
Invoice # 26290

<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

Res. (402)681-0300

Bus.

Description	Quantity	Unit Price	Amount
03/11/13 Shovel sidewalks per man hour Wes @ 8:30am			75.00

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



**Lawn
& LANDSCAPE**

PLEASE INDICATE PAYMENT AMOUNT & CHECK NUMBER

AMOUNT	CHECK NO.

Charge my: MESA VISA

Exp: ___/___

Card #: _____

Signature: _____

Bill To Address

Sid 158
%Husker Law
11605 Arbor St
Omaha, NE 68144

H&H Lawn and Landscape

P. O. Box 486
Gretna, NE 68028

Invoice # 26290



Cust. # 17668

Please Remit **\$75.00**

Printed 03/14/13

INVOICE

<http://www.hhlawns.com>

Printed 04/10/13

Customer # 17668

H&H Lawn and Landscape
(402)916-9500

service address
Tiburon Sid 158
9913 S 176th St
Omaha NE 68136

Invoice #26767

Please Remit \$250.00

Res. (402)681-0300

Description	Quantity	Unit Price	Amount
Basic Landscaping Job			
Labor	1/1	1 Hours	250.00
Sidewalk sweep			250.00

Payments are due upon Completion of services

<http://www.hhlawns.com>

PLEASE INDICATE PAYMENT AMOUNT & CHECK NUMBER

AMOUNT	CHECK NO.

H&H Lawn and Landscape
P. O. Box 486
Gretna, NE 68028

Bill To Address

Sid 158 - %Husker Law
11605 Arbor St
Omaha, NE 68144

Job # 34032

Customer # 17668



H&H Lawn and Landscape
P. O. Box 486
Gretna, NE 68028

Please Remit **\$250.00**
Printed 04/10/13
Invoice # 26767

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT. BE SURE ADDRESS SHOWS THROUGH WINDOW.

One Call Concepts, Inc.
 7223 Parkway Dr. Suite 210
 Hanover, MD 21076
 (410) 712-0082

Invoice No.	3020619
Invoice Date	02/28/2013
Billing Period	February
CDC	SID158S
Account #	04-SID158S
PO #	

SID 158 SARPY COUNTY
 RON W HUNTER
 11605 ARBOR ST, SUITE 104
 OMAHA, NE 68144

Current Costs associated with your participation in Diggers Hotline of Nebraska

Description	Amount
Regular Locate Fee: 15 Locates at \$0.95	\$14.25
ITIC Tickets Discount: 10 at \$0.35	(\$3.50)
Administrative Fee: 15 at \$0.15	\$2.25
TOTAL:	\$13.00

Terminal	Tickets								
SID158SP	15								

We are now accepting E-Checks and MasterCard / Discover payments. Please go to www.occinc.com for more information.

Receive your invoice by EMAIL or FAX by contacting Angela Smith or Jennie Jamison at (410) 712-0082.

 REMITTANCE COPY

Company Name:	SID 158 SARPY COUNTY
Account Number:	04-SID158S
CDC:	SID158S
Invoice Number:	3020619
Invoice Date:	02/28/2013
Amount Due:	\$13.00

Make Check Payable to: One Call Concepts, Inc.
 7223 Parkway Drive, Suite 210
 Hanover, MD 21076

One Call Concepts, Inc.
 7223 Parkway Dr. Suite 210
 Hanover, MD 21076
 (410) 712-0082

Invoice No.	3030620
Invoice Date	03/31/2013
Billing Period	March
CDC	SID158S
Account #	04-SID158S
PO #	

SID 158 SARPY COUNTY
 RON W HUNTER
 11605 ARBOR ST, SUITE 104
 OMAHA, NE 68144

Current Costs associated with your participation in Diggers Hotline of Nebraska

Description	Amount
Regular Locate Fee: 23 Locates at \$0.95	\$21.85
ITIC Tickets Discount: 14 at \$0.35	(\$4.90)
Administrative Fee: 23 at \$0.15	\$3.45
TOTAL:	\$20.40

Terminal	Tickets								
SID158SP	23								

We are now accepting E-Checks and MasterCard / Discover payments. Please go to www.occinc.com for more information. Receive your invoice by EMAIL or FAX by contacting Angela Smith or Jennie Jamison at (410) 712-0082.

If your invoice is less than \$25.00 per month, you can sign up to receive quarterly billings by contacting Angela Smith or Jennie Jamison at (410) 712-0082.

 REMITTANCE COPY

Company Name:	SID 158 SARPY COUNTY
Account Number:	04-SID158S
CDC:	SID158S
Invoice Number:	3030620
Invoice Date:	03/31/2013
Amount Due:	\$20.40

Make Check Payable to: **One Call Concepts, Inc.**
 7223 Parkway Drive, Suite 210
 Hanover, MD 21076

Public Health
Environmental Lab

Invoice 436629
Date 3/12/2013
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	\$28.00
DUE DATE	4/11/2013

CC

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

Description	Qty	Unit Price	Extended Price
Coliform by Colilert	2	\$14.00	\$28.00

INVOICE TOTAL \$28.00

Charge Details for Invoice 436629, NIS Acct # 598258, PO #

Lab ID/Sample ID	Collected	Location	Collector	Charge
224324/224324	3/5/2013 12:15	10111 S 177 Z1 SC	SYSLO, D	
Coliform by Colilert				\$14.00
Routine			Sub Total	\$14.00
224325/224325	3/5/2013 11:45	Z2 SC KUM N GO	SYSLO, D	
Coliform by Colilert				\$14.00
Routine			Sub Total	\$14.00

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



Swift Green Lawn Care

P.O. Box 4743
Omaha, NE 68104

Phone # 402.672.8877 info@swiftgreenlawns.com

Statement

Date
2/28/2013

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

Amount Due
\$110.00

Date	Transaction	Amount	Balance
01/31/2013	Balance forward		221.00
02/22/2013	INV #6804. --- Snow Removal \$90.00	90.00	311.00
02/28/2013	--- Tax: Sales Tax @ 7.0% = 0.00 PMT #5940.	-201.00	110.00

Please detach this section and remit with payment.

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

Due Date
3/28/2013

Amount Enc.

Amount Due
\$110.00

Signature Advertising & Display, Inc.

4619 South 88th Street

Omaha, NE 68127

402-331-4258

stom@sadci.omhcoxmail.com

Invoice

DATE	INVOICE #
3/8/2013	9434

BILL TO
NP Dodge Real Estate Pat Lichter 16909 Lakeside Hills Omaha, Ne 68130
<i>For Tilburn AZD 158</i>

DESCRIPTION	P.O. NO.	TERMS	PROJECT
	QTY	RATE	AMOUNT
Remove Signage	1	200.00	200.00T
SUBTOTAL			200.00
Sales Tax		7.00%	14.00
Total			\$214.00

City of Omaha

Date: 13-MAR-13
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 : 89358

Terms : 30 NET

Transaction Type : SEWER BILLING

Total due : \$ 6,140.00

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, 4448.68, 1.301 - NOV 2012	1	6140.00	6140.00
	SPECIAL INSTRUCTIONS	DUE DATE		TOTAL DUE
	Invoice Number : 89358 Fund Number: 21121	12-APR-13		\$6,140.00

City of Omaha

Date: 19-MAR-13
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 : 89542

Terms : 30 NET

Transaction Type : SEWER BILLING

Total due : \$ 5,844.43

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, 4221.490, 1.301 - DEC 2012	1	5844.43	5844.43
	SPECIAL INSTRUCTIONS	DUE DATE		TOTAL DUE
	Invoice Number : 89542 Fund Number: 21121	18-APR-13		\$5,844.43



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

INVOICE

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

Invoice number 98373
 Date 03/14/2013
 Project 1592-103 SID #158 (TIBURON)
 MISCELLANEOUS SERVICES, 2010-
 CURRENT

Professional Services through March 14, 2013

Description	Current Billed
Prepare Replat of Lots 255, 256 & 257, Tiburon Replat 12, Obtain & File Releases	3,547.54
Total	3,547.54

Invoice total 3,547.54

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
98373	03/14/2013	3,547.54	3,547.54				
	Total	3,547.54	3,547.54	0.00	0.00	0.00	0.00

DETAIL:

PREPARE REPLAT OF LOTS 255, 256 & 257, TIBURON REPLAT 12 AND OBTAIN AND FILE
 EASEMENT RELEASES = \$3356.54
 FILING FEES = \$191.00
 TOTAL = \$3547.54

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



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 Consulting Engineers & Land Surveyors
 10836 Old Mill Road
 Omaha, NE 68154
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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 98479
 Date 03/21/2013

Project 1592-103 SID #158 (TIBURON)
 MISCELLANEOUS SERVICES, 2010-
 CURRENT

Professional Services from February 4, 2013 through March 03, 2013

Prepare Legal Descriptions for Areas to be Annexed into the S I D.

Description	Current Billed
Engineering Services	1,525.00
Total	1,525.00

Invoice total 1,525.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
98122	02/20/2013	493.75	493.75				
98479	03/21/2013	1,525.00	1,525.00				
	Total	2,018.75	2,018.75	0.00	0.00	0.00	0.00

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



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 Consulting Engineers & Land Surveyors
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 Omaha, NE 68154
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INVOICE

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

Invoice number 98480
 Date 03/21/2013

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

Professional Services from February 1, 2013 through February 28, 2013

Description	Current Billed
Site Visit - Field Marking of S I D Facilities per Email Request	82.00
Total	82.00

Invoice total 82.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
98480	03/21/2013	82.00	82.00				
	Total	82.00	82.00	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.

RONALD W. HUNTER

Attorney at Law

11605 Arbor Street, Suite 104

Omaha, NE 68144

e-mail: rwhe@hunterlaw.omhcoxmail.com

Telephone: (402) 397-6965

Fax: (402) 397-0607

April 17, 2013

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 03-07-13
through 04-17-13.

(See Attached Schedule of Services)

20.30 hours x \$150.00 per hour = \$3,045.00

TOTAL AMOUNT DUE \$3,045.00

SCHEDULE OF SERVICES FOR SID 158

03/07/13	Prepared for and attended Board of Trustees meeting.	2.10
03/11/13	Prepared minutes, supporting documents and warrants of last meeting.	2.80
03/12/13	Wrote letter to Clean Sweep and C & C Custom Cutting. Mailed executed warrants to payees.	1.40
03/18/13	Final review of minutes, support documents and warrants of last meeting. Made copies and mailed to accountants, Sarpy County and Ameritas.	0.80
03/22/13	Wrote the following letters: a letter, dated March 22, 2013, to Rich James depositing \$27,486.91 in the Construction Fund and depositing \$17,513.09 in the General Fund for proceeds of sale of Lot 13; a letter, dated March 22, 2013, to Rich James depositing \$28,684.80 in the Construction Fund and depositing \$13,815.20 in the General Fund for proceeds of sale of Lot 26; a letter, dated March 22, 2013, to Rich James depositing \$25,500.00 in the Construction Fund for proceeds of sale of Lot 51; a letter, dated March 22, 2013, to Rich James depositing \$950.00 in the Construction Fund for water connection fees; a letter, dated March 22, 2013, to Rich James depositing \$678.30 in the Service Fee Fund from X-Stream Car and Dog Wash for water payment. Hand carried checks to the Sarpy County Treasurer and waited for receipts verifying the deposits were correctly processed.	3.10
03/24/13	Call from Pat Lichter. Worked on verifying all of the documents related to the lots which have been sold by the SID.	4.50
03/26/13	Further review of documents regarding lots which have been sold and receipts from deposits of proceeds.	2.70
04/01/13	Set up next meeting of the Board of Trustees.	0.80
04/17/13	Prepared Agenda for next meeting. Prepared financial statements.	2.10
	Total	<u>20.30</u>

March 8, 2013

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

RE: Sanitary and Improvement District #158, Series 2007
Account #6739

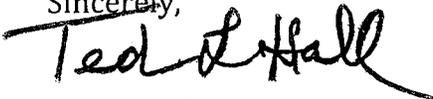
Dear Mr. Hunter:

Fee billing for services rendered as Registrar and Paying Agent:
FOR PERIOD OF July 15, 2012 to January 15, 2013:

MINIMUM BOND FEE:	\$250.00
EXTRAORDINARY FEE:	
TOTAL FEE DUE:	\$250.00

Please remit your check payable to Great Western Bank, ATTN: Trust Department, 9290 W. Dodge Rd, Ste 202, Omaha, NE 68114. If you have any questions feel free to call us at 402.952.6081.

Sincerely,



Ted L. Hall, J.D.
VP & Trust Officer
Wealth Management Division



Bankers Trust Company
435 7th Street
Des Moines, IA 50309

Invoice

SARPY CO 158 GO REF BD SERIES 2012
RONALD W HUNTER
%HUNTER LAW OFFICE
11605 ARBOR ST - STE 104
OMAHA NE 68144-2394

Invoice No: 7428
Invoice Date: 11/20/2012

CATEGORY	QUANTITY	RATE	AMOUNT
BALANCE CARRIED FORWARD:			\$0.00
PREVIOUS AMOUNT BILLED:		\$0.00	
AMOUNT RECEIVED:		\$0.00	
FLAT FEE INITIAL FEE			\$200.00
TOTAL DUE			\$200.00

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
200.00	0.00	0.00	0.00	0.00	200.00

PLEASE DETACH AND RETURN WITH PAYMENT

SARPY CO 158 GO REF BD SERIES 2012
RONALD W HUNTER
%HUNTER LAW OFFICE
11605 ARBOR ST - STE 104
OMAHA NE 68144-2394

Invoice #: 7428
Invoice Date: 11/20/2012
Bill Code: 0185391380

Total Due: 200.00

Amount Enclosed:

Remit to:

Bankers Trust Company
Attn: Corporate Trust Department
PO Box 897
Des Moines, IA 50304



April 17, 2013

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: Elevated Water Storage
SID 158 Sarpy County
(Tiburon Subdivisions)
TD2 File No. 1592-108.4

Board Members:

Siting for a 200,000 gallon elevated water storage tank has been investigated. The two sites considered are Lot 165, Tiburon, northwest of the intersection of 180th Street and Camelback Avenue (108th Site) and Lot 400A1B1, Tiburon, east of the swimming pool (pool site). The 180th Street site has a ground elevation of approximately 1,250 feet. The pool site is about 30 feet lower in elevation at 1,220 feet.

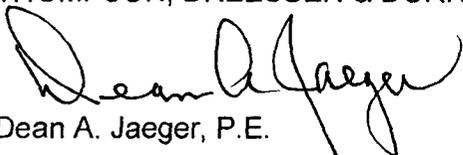
I contacted McQuire Iron in Sioux Falls, South Dakota to determine the cost difference to provide a tank at either site which would have the same overflow elevation of 1,280. A budget price for a 130 foot tank height is \$700,000 compared to the 160 foot height for a cost of \$730,000. These costs assume normal foundation conditions and adequate area for construction. Circumstances which may affect the cost is the proximity of existing development such as a home or business which would require containment during painting operations to minimize potential over spray. Another consideration is the size of the site. A containment shroud could add \$50,000 to the cost and a restricted site could add \$15,000 to the cost.

It is my opinion that the 180th Street site would require containment during painting due to the surrounding lot being occupied with single family homes. The 180th Street site may be considered restricted for construction purposed. It is my ultimate opinion that the pool site may be the more economical site for an elevated tank considering the unrestricted area and distance for homes and businesses.

If you have any questions, please don't hesitate to call.

Respectfully submitted,

THOMPSON, DREESSEN & DORNER, INC.


Dean A. Jaeger, P.E.

DAJ/bam