

## CERTIFICATE

The undersigned hereby certify that they are the Chairperson 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 mailed 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 23<sup>rd</sup> day of April 2015.



Paul R. Stoupa, Acting Chairperson



Patrick Lichter, Clerk

# SANITARY IMPROVEMENT DISTRICT NO. 158

OF

## SARPY COUNTY, NEBRASKA

BOARD OF TRUSTEES MEETING

April 23, 2015

### MINUTES

PRESENT: Patrick Lichter, Trustee  
Paul R. Stoupa, Trustee  
Larry Hammer, Trustee  
Dale Marples, Trustee  
Patrick J. Sullivan, Attorney  
Dean Jaeger, Thompson, Dreessen & Dorner  
Gerry Gutoski  
Diana Alderson  
Larry DiGiacinto, Resident  
Todd Smith, Resident

ABSENT: Allen Marsh

LOCATION: 9915 South 148<sup>th</sup> Street, Omaha, Nebraska

TIME: 4:00 p.m.

Notice was given in advance thereof by publication in the Papillion Times, a designated method for giving notice on April 1, 2015 and April 8, 2015, a copy of the proof of publication being attached to these minutes as well as by posting in three conspicuous places within the District, a copy of the certificate of posting being attached to these minutes. Notice of this meeting was given to all members of the Board of Trustees, and a copy of their acknowledgment of Receipt of Notice is attached to these minutes. Availability of the agenda was communicated in the published notice and in the notice of the Trustees of this meeting. All proceedings of the Board were taken while the convened meeting was open to the attendance of the public.

The Clerk then advised the Board that the Chairperson, Allen Marsh, was absent from the meeting and it was necessary for the Board to elect an acting Chairperons for the meeting. Patrick Lichter made a motion for Paul Stoupa to act as the Chairperson for the meeting which was seconded by Dale Marples.

On roll call, the following vote was had: AYE: Patrick Lichter, Dale Marples and Larry Hammer

Abstaining from the vote: Paul Stoupa

The following voted NAY: None.

Thereupon, it was declared that Paul Stoupa would act as Chairperson of the meeting held April 23, 2015.

The Acting Chairperson 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.

Diana Alderson provided the Board with a current profit and loss statement and advised that to date there are 54 non-resident members signed up and 45 resident members signed up. She further advised that Darcy would be doing a walk-thru to check everything prior to opening but there are

currently no known issues that will need to be fixed. It was discussed that there may be a couple issues with the fencing that need to be addressed, and Diana advised that she would have Darcy take a look at this too. The SID members are welcome to do a walk-thru as well and Diana would email some dates to the board members if they were interested.

Ms. Alderson having no further information at this time, left the meeting.

Gerry Gutoski then addressed the Board and advised there had been a water main break on Riviera but that it had been resolved. There are currently water pressure issues with well 5 but that is being addressed as well. Mr. Gutoski advised that he had been in contact with the car wash and let them know that they need to install a new meter. The readings being used are based on last year's, but that a new meter must be installed. Kum-N-Go took steps to resolve their issues and the tests were just done. If these tests fail, they will be shut off so as to not impact the rest of the District. Mr. Gutoski advised the Board that well 3 would be up and running mid-May in anticipation of the increased water usage. Lastly, he advised the District that his fees would be increasing beginning in July due to the increased maintenance and time that the District's system is needing.

At this point, Mr. Gutoski left the meeting.

Dean Jaeger advised the Board that all the new water mains had been installed. He then directed the Board's attention to the bids received for the Paving Repair project.

The Acting Chairperson advised that the Board needed to adopt the Resolution of Necessity for Paving Repair Project - 2015 which was proposed at the meeting of the Board of Trustees held on February 26, 2015.

The Clerk advised that the following written objections were received from the following persons appearing in person or by their attorney to object to the adoption of the Resolution of Necessity: None.

Trustee Larry Hammer introduced the following Resolution and moved its adoption:

BE IT RESOLVED, by the Chairperson and the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, that the Resolution of Necessity for Paving Repair - 2015 as proposed for adoption at the meeting of the Board of Trustees held on February 26, 2015 be adopted.

Trustee Dale Marples seconded the motion and on roll call the following voted in favor of the same: Paul R. Stoupa, Dale Marples, Patrick Lichter and Larry Hammer.

The following vote nay: None.

Thereupon, the Chairperson declared the motion carried and said resolution was passed and adopted.

Dean Jaeger then presented the Board with the bids received, including the bids for the alternates for Paving Repair Project - 2015. Mr. Jaeger recommended that the Board award the contract to Elkhorn Valley Contractors LLC of Valley, Nebraska. After some further discussion, Trustee Dale Marples introduced the following resolution and moved its adoption:

BE IT RESOLVED, by the Chairperson and the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska that the alternate bid submitted by Elkhorn Valley Contractors LLC of Valley, Nebraska in the amount of \$370,103.00 is hereby approved subject to them

submitting the required bonds and certifications.

Trustee Patrick Lichter seconded the motion and on roll call the following voted in favor of same: Paul R. Stoupa, Dale Marples, Patrick Lichter and Larry Hammer.

The following voted against the same: None.

Thereupon, the Chairman declared the motion carried and said resolution was passed and adopted.

Allen Marsh joined the meeting.

The District had previously been advised that there now exists the necessity to retain a municipal advisor for the District. The attorney for the District presented the Board with some of the financial analysis that Kuehl Capital had provided for the District and Rob Wood with Kuehl Capital addressed the Board. He presented the Board with his plans and recommendations for the District with regard to their financial situation and addressed questions and concerns posed by the Board. Mr. Sullivan recommended that the District retain Kuehl Capital as municipal advisor for the District. After some discussion Trustee Patrick Lichter introduced the following resolution and moved its adoption:

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, that the District hereby approves the contract to retain Kuehl Capital as municipal advisor for the District. Additionally, the Chairperson and Clerk are hereby authorized and directed to execute any and all documents required to facilitate the same.

Motion seconded by Dale Marples. On roll call, the following voted for the passage and adoption of the foregoing Resolutions:

AYE: Paul R. Stoupa, Patrick Lichter, Dale Marples, Larry Hammer and Allen Marsh

The following voted NAY: None

Thereupon the Chairperson declared said motion carried and said resolution passed and adopted.

The attorney for the District advised the Board that pursuant to the agreement with Kuehl Capital, it is necessary for the District to adopt the Paying Agent and Registrar Agreement and Dissemination Agent Agreement as presented to the Board. Additionally the District would need to approve the attached policies and procedures. After some review and discussion of the same, Trustee Patrick Lichter introduced the following resolution and moved its adoption:

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska (THE "DISTRICT") that the Paying Agent and Registrar Agreement and Dissemination Agent Agreement as presented to the Board are hereby approved. Additionally, the Board states and approves the following:

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

- (a) that the District was duly formed and remains in existence pursuant to the Constitution and applicable laws of the State of Nebraska;
- (b) that the District has heretofore issued and there are now outstanding bonds and/or warrants of the District (collectively, the "Outstanding Tax-Exempt Obligation"); and
- (c) that it is necessary and advisable for the District to adopt certain procedures to promote compliance with certain federal tax and securities laws relating to the Outstanding Tax-Exempt Obligation.

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

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

Motion seconded by Dale Marples. On roll call, the following voted for the passage and adoption of the foregoing Resolutions:

AYE: Paul R. Stoupa, Patrick Lichter, Dale Marples, Larry Hammer and Allen Marsh

The following voted NAY: None

Thereupon the Acting Chairperson declared said motion carried and said resolutions passed and adopted.

The Acting Chairperson then presented the following statements and recommended the issuance of general fund warrants in payment thereof.

#### General Fund Warrants

OPPD	\$ 5,438.10
OPPD	\$ 82.99
Black Hills Energy	\$ 180.97
Premier Waste Solutions	\$ 5,594.75
Providence Group, Inc.	\$ 6,271.29
Field R & D	\$ 9,295.20
Thompson, Dreessen & Dorner, Inc.	\$ 6,450.15
City of Omaha	\$ 28,650.12
One Call Concepts, Inc.	\$ 92.35
Adams & Sullivan, P.C., L.L.O.	\$ 2,000.00

Trustee Larry Hammer introduced the following resolution and moved its adoption:

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, that the Chairperson and Clerk be and they hereby are authorized and directed to execute and deliver Warrant Nos. **6423 through 6432**, to be drawn on the General Fund of the District, dated the date of this meeting, to the following payees in the following amounts, said warrants to draw interest at the rate of Seven percent (7 %) per annum (interest to be payable in March of each year) and to be redeemed no later than **April 23, 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. 6423 for \$5,438.10 payable to OPPD**  
**Warrant No. 6424 for \$82.99 payable to OPPD**  
**Warrant No. 6425 for \$180.97 payable to Black Hills Energy**  
**Warrant No. 6426 for \$5,594.75 payable to Premier Waste Solutions**  
**Warrant No. 6427 for \$6,271.29 payable to Providence Group, Inc.**  
**Warrant No. 6428 for \$9,295.20 payable to Field R & D**  
**Warrant No. 6429 for \$6,450.15 payable to Thompson, Dreessen & Dorner, Inc.**  
**Warrant No. 6430 for \$28,650.12 payable to City of Omaha**  
**Warrant No. 6431 for \$92.35 payable to One Call Concepts, Inc.**  
**Warrant No. 6432 for \$2,000.00 payable to Adams & Sullivan, P.C., L.L.O.**

Motion seconded by Allen Marsh. On roll call, the following voted for the passage and adoption of the foregoing Resolutions:

AYE: Paul R. Stoupa, Patrick Lichter, Dale Marples, Larry Hammer and Allen Marsh

The following voted NAY: None

Thereupon the Acting Chairperson declared said motion carried and said resolutions passed and adopted.

The Acting Chairperson then presented the following statements and recommended the issuance of a bond fund warrants in payment thereof:

**Bond Fund Warrants**

<b>Omaha World-Herald Media Group</b>	<b>\$ 346.50</b>
<b>Thompson, Dreessen &amp; Dorner, Inc.</b>	<b>\$ 396.06</b>
<b>Bankers Trust</b>	<b>\$ 1,250.00</b>

Trustee Larry Hammer introduced the following resolution and moved its adoption:

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, that the Chairperson and Clerk be and they hereby are authorized and directed to execute and deliver Warrant Nos. **6433 through 6435** to be drawn on the Bond Fund of the District, dated the date of this meeting, to the following payees in the following amounts, said warrants to draw interest at the rate of Seven percent (7 %) per annum (interest to be payable in March of each year) and to be redeemed no later than **April 23, 2020**, 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. 6433 for \$346.50 payable to Omaha World-Herald Media Group**  
**Warrant No. 6434 for \$396.06 payable to Thompson, Dreessen & Dorner, Inc.**  
**Warrant No. 6435 for \$1,250.00 payable to Bankers Trust**

Motion seconded by Allen Marsh. On roll call, the following voted for the passage and adoption of the foregoing Resolution:

AYE: Paul R. Stoupa, Patrick Lichter, Dale Marples, Larry Hammer and Allen Marsh

The following voted NAY: None

Thereupon the Acting Chairperson declared said motion carried and said resolutions passed and adopted.

Patrick Lichter made the following resolutions and moved their adoption:

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 in the above warrants that are a charge against the construction account of the District; and (b) to the extent that it may lawfully do so, the District hereby designates the above warrants that are a charge against the construction account of the District 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 \$10,000,000 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 pertaining to the above warrants and the District and the Chairman and Clerk 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 annual debt service due on the above warrants will be expended for payment of principal or interest on the above warrants within thirteen 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 thirteen 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 on 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. The 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.

Motion seconded by Larry Hammer. On roll call, the following voted for the passage and adoption of the foregoing Resolutions:

AYE: Paul R. Stoupa, Patrick Lichter, Dale Marples, Larry Hammer and Allen Marsh

The following voted NAY: None

Thereupon the Acting Chairperson declared said motion carried and said resolutions passed and adopted.

The Board's attention was then directed to agenda item no. 11, resident concerns. Todd Smith addressed the Board with regard to concerns of the truck traffic through the District and the need for weight limit signs. Dean Jaeger has already contacted the County to coordinate getting this resolved. Any weight limit signage needs to be coordinated through the County and the steps are in place to get this resolved.

Additionally, Karen Thienel had submitted an email request on behalf of the Homeowners Association requesting permission to install a message board next to the mailbox pad at the entrance to the neighborhood.

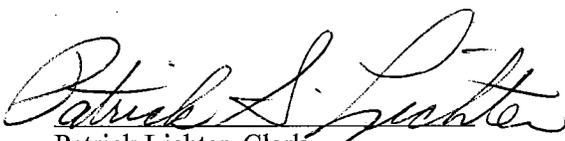
After some discussion it was determined that the District did not want to approve the request at this time so no action was taken.

There being nothing further before the Board, Trustee Larry Hammer moved to adjourn the meeting, said motion being seconded by Patrick Lichter. On roll call, the following voted for the passage and adoption of the foregoing Resolutions:

AYE: Paul R. Stoupa, Dale Marples, Patrick Lichter, Larry Hammer and Allen Marsh

The following voted NAY: None

Thereupon the Acting Chairperson declared said motion carried and said resolutions passed and adopted.

  
Patrick Lichter, Clerk

  
Paul Stoupa, Acting Chairperson

**AFFIDAVIT OF PUBLICATION**

STATE OF NEBRASKA }  
 } SS.  
County of Sarpy }

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

Wednesday, April 1, 2015 Papillion Times  
Thereafter, Wednesday, April 8, 2015 Papillion Times

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

Shon Barenklau OR Anne Lee  
Publisher Business Manager

ADAMS & SULLIVAN, P.C., L.L.O.  
ATTORNEYS AT LAW  
1246 GOLDEN GATE DRIVE, SUITE 1  
PAPILLION, NE 68046

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

Today's Date 4-8-2015  
Signed in my presence and sworn to before me:

Notary Public  
GENERAL NOTARY - State of Nebraska  
ELIZABETH M WHITE  
My Comm. Exp. December 22, 2018

Notice is hereby given that a meeting of the Chairperson and Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, held at 4:00 p.m. on February 26, 2015 there was introduced and placed on file the Resolution of Necessity hereinafter set forth, which Resolution will be considered for passage by the Chairperson and the Board of Trustees at a meeting to be held at 9915 South 148th Street, Omaha, Nebraska on the 23rd day of April 2015 at 4:00 p.m., at which time and place the Chairperson and Board of Trustees will hear objections as to the passage of said Resolution, and to the making of the Improvements proposed.

The meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for inspection at the principal office of the Board

Printer's Fee \$ 346.50  
Customer Number: 26207  
Order Number: 0001847224

at the above address. Such Agenda includes payment of the bills of the District and the consideration and passing (or amending and passing) said Resolution.

HEREAFTER, the Resolution may be amended or passed as proposed. Any petition opposing the Resolution of Necessity shall be filed with the Clerk of the District at 1246 Golden Gate Drive, Suite 1, Papillion, Nebraska, within three days before the date of the meeting for the hearing on the proposed Resolution of Necessity.

Said Resolution is as follows:  
**RESOLUTION FOR NECESSITY**

BE IT RESOLVED by the Chairperson and Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska:

Section 1. The Chairperson and Board or Trustees of Sanitary and Improvement District No. 158 of Sarpy County, find and determine that it is desirous of proposing a Resolution of Necessity for the purpose of Paving Repair - 2015.

Section 2. It is hereby declared to be necessary and advisable for the District to make repairs to the streets within the boundary of Sanitary & Improvement District No. 158 of Sarpy County, Nebraska and in connection therewith the description of the work to be performed is as follows:

Remove existing pavement and replace with 9" uniform thickness PCC paving in the following locations:

**In Sawgrass Circle**

At a point 50 feet west of the center of the Sawgrass Circle cul-de-sac, remove and replace 67 square yards of pavement.

**In Prestwick Avenue**

From a point at the approximate intersection of Prestwick Avenue and 176th Street, to the approximate intersection of Prestwick Avenue and 176th Avenue, at five locations, remove and replace 171 square yards of pavement.

**In Troon Circle**  
At a point 50 feet southwest of the center of the Troon Circle cul-de-sac, remove and replace 21 square yards of pavement.

**In Cypress Street**

At a point 125 feet west of the intersection of the centerlines of Cypress Street and 170th Circle, remove and replace 26 square yards of pavement.

**In Pinehurst Avenue**

At a point 90 feet east of the intersection of the centerlines of Pinehurst Avenue and 178th Street, remove and replace 67 square yards of pavement.

**In Laquinta Circle**

At a point 80 feet east of the intersection of the centerlines of Laquinta Circle and 175th Circle, remove and replace 37 square yards of pavement.

Also, at the center of the Laquinta Circle cul-de-sac, remove and replace 33 square yards of pavement.

**In Cheyenne Road**

At a point 180 feet east of the intersection of the centerlines of Cheyenne Road and 168th Avenue, remove and replace 17 square yards of pavement.

Also, at a point 50 feet east of the intersection of the centerlines of Cheyenne Road and 168th Avenue, remove and replace 21 square yards of pavement.

**In Spyglass Drive**

At a point 30 feet west of the intersection of the centerlines of Spyglass Drive and 176th Street, remove and replace 42 square yards of pavement.

Also, at a point 200 feet west of the intersection of the centerlines of Spyglass Drive and 176th Street, remove and replace 42 square yards of pavement.

**In Ventana Circle**

At a point 20 feet west of the intersection of the centerlines of Ventana Circle

and 176th Street, remove and replace 15 square yards of pavement.

**In Camelback Avenue**  
At a point 100 feet west of the intersection of the centerlines of Camelback Avenue and 177th Street, remove and replace 160 square yards of pavement.

Also, at a point 150 feet west of the intersection of the centerlines of Camelback Avenue and 177th Street, remove and replace 32 square yards of pavement.

At a point 40 feet southwest of the intersection of the centerlines of Muirfield Avenue and 177th Street, remove and replace 19 square yards of pavement.

Also, at a point 190 feet southwest of the intersection of the centerlines of Muirfield Avenue and 177th Street, remove and replace 58 square yards of pavement.

**In Colonial Avenue**  
At a point 10 feet west of the intersection of the centerlines of Colonial Avenue and 176th Street, remove and replace 34 square yards of pavement.

Also, at a point 20 feet east of the intersection of the centerlines of Colonial Avenue and 176th Street, remove and replace 51 square yards of pavement.

Also, at the intersection of the centerlines of Colonial Avenue and 176th Circle, remove and replace 66 square yards of pavement.

Also, at a point 215 feet northwest of the intersection of the centerlines of Colonial Avenue and 176th Circle, remove and replace 66 square yards of pavement.

Also, at a point 285 feet northwest of the intersection of the centerlines of Colonial Avenue and 176th Circle, remove and replace 44 square yards of pavement.

Also, at a point 380 feet northwest of the intersection of the centerlines of Colonial Avenue and 176th Circle, remove and replace 114 square yards of pavement.

Also, at a point 170 feet southeast of the intersection of the centerlines of Colonial Avenue and Muirfield Avenue, remove and replace 172 square yards of pavement.

**In 168th Avenue**  
At a point 50 feet south of the intersection of the centerlines of 168th Avenue and Cheyenne Road, remove and replace 9 square yards of pavement.

Also, at a point 690 feet south of the intersection of the centerlines of 168th Avenue and Cheyenne Road, remove and replace 22 square yards of pavement.

**In 170th Circle**  
At five locations between Cypress Street and the center of the 170th Circle cul-de-sac, remove and replace 344 square yards of pavement.

**In 173rd Circle**  
At a point 365 feet southerly from the intersection of the centerlines of 173rd Circle and Cornhusker Road, remove and replace 45 square yards of pavement.

Also, at a point 710 feet southerly from the intersection of the centerlines of 173rd Circle and Cornhusker Road, remove and replace 42 square yards of pavement.

Also, at a point 880 feet southerly from the intersection of the centerlines of 173rd Circle and Cornhusker Road, remove and replace 134 square yards of pavement.

Also, at a point 1150 feet southerly from the intersection of the centerlines of 173rd Circle and Cornhusker Road, remove and replace 255 square yards of pavement.

**In 175th Circle**  
At a point 830 feet north of the intersection of the centerlines of 175th Circle and Cornhusker Road, remove and replace 62 square yards of pavement.

Also, at five locations north from a point 590 feet northeast of the intersection of the centerlines of 175th Circle and Cornhusker Road, remove and replace 370 square yards of pavement.

Also, at a point 80 feet north of the intersection of the centerlines of 175th Circle and Augusta Circle, remove and replace 45 square yards of pavement.

Also, at the center of the 175th Circle cul-de-sac, remove and replace 69 square yards of pavement.

**In 176th Street**  
At a point 570 feet northeast of the intersection of the centerlines of 176th Street and Cornhusker Road, remove and replace 45 square yards of pavement.

Also, at a point 125 feet south of the intersection of the centerlines of 176th Street and Cornhusker Road, remove and replace 22 square yards of pavement.

Also, at a point 185 feet south of the intersection of the centerlines of 176th Street and Cornhusker Road, remove and replace 83 square yards of pavement.

At a point 20 feet southwest of the intersection of the centerlines of 176th Street and Pinehurst Circle, remove and replace 3 square yards of pavement.

At a point 190 feet southwest of the intersection of the centerlines of 176th Street and Pinehurst Circle, remove and replace 63 square yards of pavement.

Also, at a point 250 feet southwest of the intersection of the centerlines of 176th Street and Pinehurst Circle, remove and replace 23 square yards of pavement.

Also, at a point 295 feet southwest of the intersection of the centerlines of 176th Street and Pinehurst Circle, remove and replace 45 square yards of pavement.

Also, at a point 415 feet southwest of the intersection of the centerlines of 176th Street and Pinehurst Circle, remove and replace 38 square yards of pavement.

Also, at a point 150 feet south of the intersection of the centerlines of 176th Street and Ventana Circle, remove and replace 89 square yards of pavement.

Also, at a point 330 feet north of the intersection of the centerlines of 176th Street and Riviera Drive, remove and replace 28 square yards of pavement.

Also, at a point 30 feet north of the intersection of the centerlines of 176th Street and the south intersection of Spyglass Drive, remove and replace 55 square yards of pavement.

**In 176th Avenue**

At a point 840 feet northerly of the intersection of the centerlines of 176th Avenue and Cornhusker Road, remove and replace 104 square yards of pavement.

Also, at a point 685 feet northerly of the intersection of the centerlines of 176th Avenue and Cornhusker Road, remove and replace 89 square yards of pavement.

Also, at a point 440 feet northerly of the intersection of the centerlines of 176th Avenue and Cornhusker Road, remove and replace 45 square yards of pavement.

Also, at a point 400 feet northerly of the intersection of the centerlines of 176th Avenue and Cornhusker Road, remove and replace 37 square yards of pavement.

Also, at a point 250 feet northerly of the intersection of the centerlines of 176th Avenue and Cornhusker Road, remove and replace 46 square yards of pavement.

Also, at a point 130 feet northerly of the intersection of the centerlines of 176th Avenue and Cornhusker Road, remove and replace 69 square yards of pavement.

**In 177th Street**  
At a point 300 feet easterly of the intersection of the centerlines of 177th Street and Pinehurst Avenue, remove and replace 28 square yards of pavement.

Also, at a point 420 feet north of the intersection of the centerlines of 177th Street and 178th Street, remove and re-

place 11 square yards of pavement.

Also, at a point 60 feet north of the intersection of the centerlines of 177th Street and 178th Street, remove and replace 139 square yards of pavement.

Also, at a point 32 feet south of the intersection of the centerlines of 177th Street and 178th Street, remove and replace 14 square yards of pavement.

Also, at a point 170 feet north of the intersection of the centerlines of 177th Street and Camelback Avenue, remove and replace 68 square yards of pavement.

Also, at a point 50 feet north of the intersection of the centerlines of 177th Street and Camelback Avenue, remove and replace 24 square yards of pavement.

Also, at a point 30 feet south of the intersection of the centerlines of 177th Street and Camelback Avenue, remove and replace 93 square yards of pavement.

Also, at a point 200 feet south of the intersection of the centerlines of 177th Street and Camelback Avenue, remove and replace 130 square yards of pavement.

Also, at a point 350 feet southerly of the intersection of the centerlines of 177th Street and Camelback Avenue, remove and replace 86 square yards of pavement.

Also, at a point 110 feet northwest of the intersection of the centerlines of 177th Street and Muirfield Avenue, remove and replace 21 square yards of pavement.

Also, at a point 25 feet northwest of the intersection of the centerlines of 177th Street and Muirfield Avenue, remove and replace 27 square yards of pavement.

**In 178th Street**  
At a point 20 feet south of the intersection of the centerlines of 178th Street and Cornhusker Road, remove and replace 10 square yards of pavement.

Also, at a point 100 feet north of the intersection of the centerlines of 178th Street and Pinehurst Avenue, remove and replace 104 square yards of pavement.

**In 179th Street**  
At a point 70 feet north of the intersection of the centerlines of 179th Street and Pinehurst Avenue, remove and replace 89 square yards of pavement.

Also, at a point 300 feet westerly of the intersection of the centerlines of 179th Street and Pinehurst Avenue, remove and replace 44 square yards of pavement.

**In 179th Avenue**  
At a point 350 feet southwest of the intersection of the centerlines of 179th Avenue and Bel Air Circle, remove and replace 176 square yards of pavement.

The above-described work is to include removing and replacing PCC integral curb and gutter, repair of subgrade, construction of sidewalk, adjusting manhole rings and covers to grade, sodding, and all other work necessary or incidental to the construction of 2015 Paving Repair in accordance with the plans and specifications.

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

Section 3: That the plans and specifications for Paving Repair - 2015 have been prepared by Thompson, Dreesen, & Dornier, Inc., consulting engineers employed by the District for such purpose, and on February 26, 2015, were filed with the Board of Trustees of the District. Said engineers have also made and on February 26, 2015, did file an estimate of the total costs of the proposed improvements, which costs as estimated by said engineers are as follows:

Estimated Total Construction Costs \$439,303.00  
Estimated Engineering, Testing, Staking, Legal, Financial & misc.

costs \$109,980.00  
Estimated Total Project Cost \$549,883.00

Section 4: To pay the costs of said improvements, the Board of Trustees, after such improvements have been completed and accepted shall have the power to issue negotiable bonds to be called "Sanitary and Improvement Bonds", payable and bearing interest as provided by the statutes of the State of Nebraska.

The facilities proposed by this Resolution are designed to serve members of the general public on an equal basis; ownership and operation of said facilities shall be with the District or another political subdivision; the development of the land in the district for sale and occupation by the general public shall proceed with reasonable speed.

The Board shall have the power to assess, to the extent of special benefit, the cost of such portions of such improvements as are local improvements upon property found specially benefitted thereby. All special assessments which may be levied on property specially benefitted by such improvements shall, when collected, be set aside and constitute a sinking fund for the payment of the interest and principal of said bonds. The District shall cause to be levied annually a tax upon the assessed value of all taxable property in said District, except intangible property, which together with such sinking fund derived from special assessments, shall be sufficient for the payment of interest and principal of said bonds as the same become due.

If a petition opposing this Resolution, signed by property owners representing a majority of the front footage which may become subject to assessment for the cost of the improvements as set forth herein, is filed with the Clerk of the District within three (3) days before the date of the hearing on this Resolution, this Resolution shall not be passed.

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

1847224; 4/1, 4/8

CERTIFICATE OF POSTING

I, the undersigned, Chairperson of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, hereby certify that the notice of the pendency of the Resolution of Necessity for Paving Repair Project - 2015 proposed at the meeting of the Chairperson and Board of Trustees of Sanitary and Improvement District No. 104 of Sarpy County, Nebraska, on the 26<sup>th</sup> day of February 2016 was posted by me on the 4<sup>th</sup> day of April 2015, in three conspicuous places in the district, in form as per attached Notice.

I further certify that the said notices remained posted until the 23<sup>rd</sup> day of April 2015.



Patrick S. Lichter, Clerk

ADAMS & SULLIVAN, P.C., L.L.O.  
ATTORNEYS AT LAW  
1246 GOLDEN GATE DRIVE, SUITE 1  
PAPILLION, NE 68046

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

Notice is hereby given that a meeting of the Chairperson and Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, held at 4:00 p.m. on February 26, 2015 there was introduced and placed on file the Resolution of Necessity hereinafter set forth, which Resolution will be considered for passage by the Chairperson and the Board of Trustees at a meeting to be held at 9915 South 148<sup>th</sup> Street, Omaha, Nebraska on the 23<sup>rd</sup> day of April 2015 at 4:00 p.m., at which time and place the Chairperson and Board of Trustees will hear objections as to the passage of said Resolution, and to the making of the improvements proposed.

The meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for inspection at the principal office of the Board at the above address. Such Agenda includes payment of the bills of the District and the consideration and passing (or amending and passing) said Resolution.

THEREAFTER, the Resolution may be amended or passed as proposed. Any petition opposing the Resolution of Necessity shall be filed with the Clerk of the District at 1246 Golden Gate Drive, Suite 1, Papillion, Nebraska, within three days before the date of the meeting for the hearing on the proposed Resolution of Necessity.

Said Resolution is as follows:

RESOLUTION FOR NECESSITY

BE IT RESOLVED by the Chairperson and Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska:

Section 1. The Chairperson and Board or Trustees of Sanitary and Improvement District No. 158 of Sarpy County, find and determine that it is desirous of proposing a Resolution of Necessity for the purpose of Paving Repair - 2015.

Section 2. It is hereby declared to be necessary and advisable for the District to make repairs to the streets within the boundary of Sanitary & Improvement District No. 158 of Sarpy County, Nebraska and in connection therewith the description of the work to be performed is as follows:

Remove existing pavement and replace with 9" uniform thickness PCC paving in the following locations:

In Sawgrass Circle

At a point 50 feet west of the center of the Sawgrass Circle cul-de-sac, remove and replace 67 square yards of pavement.

In Prestwick Avenue

From a point at the approximate intersection of Prestwick Avenue and 176<sup>th</sup> Street, to the approximate intersection of Prestwick Avenue and 176<sup>th</sup> Avenue, at five locations, remove and replace 171 square yards of pavement.

In Troon Circle

At a point 50 feet southwest of the center of the Troon Circle cul-de-sac, remove and replace 21 square yards of pavement.

In Cypress Street

At a point 125 feet west of the intersection of the centerlines of Cypress Street and 170<sup>th</sup> Circle, remove and replace 26 square yards of pavement.

In Pinehurst Avenue

At a point 90 feet east of the intersection of the centerlines of Pinehurst Avenue and 178<sup>th</sup> Street, remove and replace 67 square yards of pavement.

In Laquinta Circle

At a point 80 feet east of the intersection of the centerlines of Laquinta Circle and 175<sup>th</sup> Circle, remove and replace 37 square yards of pavement.

Also, at the center of the Laquinta Circle cul-de-sac, remove and replace 33 square yards of pavement.

In Cheyenne Road

At a point 180 feet east of the intersection of the centerlines of Cheyenne Road and 168<sup>th</sup> Avenue, remove and replace 17 square yards of pavement.

Also, at a point 50 feet east of the intersection of the centerlines of Cheyenne Road and 168<sup>th</sup> Avenue, remove and replace 21 square yards of pavement.

In Spyglass Drive

At a point 30 feet west of the intersection of the centerlines of Spyglass Drive and 176<sup>th</sup> Street, remove and replace 42 square yards of pavement.

Also, at a point 200 feet west of the intersection of the centerlines of Spyglass Drive and 176<sup>th</sup> Street, remove and replace 42 square yards of pavement.

In Ventana Circle

At a point 20 feet west of the intersection of the centerlines of Ventana Circle and 176<sup>th</sup> Street, remove and replace 15 square yards of pavement.

#### In Camelback Avenue

At a point 100 feet west of the intersection of the centerlines of Camelback Avenue and 177<sup>th</sup> Street, remove and replace 160 square yards of pavement.

Also, at a point 150 feet west of the intersection of the centerlines of Camelback Avenue and 177<sup>th</sup> Street, remove and replace 32 square yards of pavement.

#### In Muirfield Avenue

At a point 40 feet southwest of the intersection of the centerlines of Muirfield Avenue and 177<sup>th</sup> Street, remove and replace 19 square yards of pavement.

Also, at a point 190 feet southwest of the intersection of the centerlines of Muirfield Avenue and 177<sup>th</sup> Street, remove and replace 58 square yards of pavement.

#### In Colonial Avenue

At a point 10 feet west of the intersection of the centerlines of Colonial Avenue and 176<sup>th</sup> Street, remove and replace 34 square yards of pavement.

Also, at a point 20 feet east of the intersection of the centerlines of Colonial Avenue and 176<sup>th</sup> Street, remove and replace 51 square yards of pavement.

Also, at the intersection of the centerlines of Colonial Avenue and 176<sup>th</sup> Circle, remove and replace 66 square yards of pavement.

Also, at a point 215 feet northwest of the intersection of the centerlines of Colonial Avenue and 176<sup>th</sup> Circle, remove and replace 66 square yards of pavement.

Also, at a point 285 feet northwest of the intersection of the centerlines of Colonial Avenue and 176<sup>th</sup> Circle, remove and replace 44 square yards of pavement.

Also, at a point 380 feet northwest of the intersection of the centerlines of Colonial Avenue and 176<sup>th</sup> Circle, remove and replace 114 square yards of pavement.

Also, at a point 170 feet southeast of the intersection of the centerlines of Colonial Avenue and Muirfield Avenue, remove and replace 172 square yards of pavement.

#### In 168<sup>th</sup> Avenue

At a point 50 feet south of the intersection of the centerlines of 168<sup>th</sup> Avenue and Cheyenne Road, remove and replace 9 square yards of pavement.

Also, at a point 690 feet south of the intersection of the centerlines of 168<sup>th</sup> Avenue and Cheyenne Road, remove and replace 22 square yards of pavement.

#### In 170<sup>th</sup> Circle

At five locations between Cypress Street and the center of the 170<sup>th</sup> Circle cul-de-sac, remove and replace 344 square yards of pavement.

#### In 173<sup>rd</sup> Circle

At a point 365 feet southerly from the intersection of the centerlines of 173<sup>rd</sup> Circle and Cornhusker Road, remove and replace 45 square yards of pavement.

Also, at a point 710 feet southerly from the intersection of the centerlines of 173<sup>rd</sup> Circle and Cornhusker Road, remove and replace 42 square yards of pavement.

Also, at a point 880 feet southerly from the intersection of the centerlines of 173<sup>rd</sup> Circle and Cornhusker Road, remove and replace 134 square yards of pavement.

Also, at a point 1150 feet southerly from the intersection of the centerlines of 173<sup>rd</sup> Circle and Cornhusker Road, remove and replace 255 square yards of pavement.

#### In 175<sup>th</sup> Circle

At a point 830 feet north of the intersection of the centerlines of 175<sup>th</sup> Circle and Cornhusker Road, remove and replace 62 square yards of pavement.

Also, at five locations north from a point 590 feet northeast of the intersection of the centerlines of 175<sup>th</sup> Circle and Cornhusker Road, remove and replace 370 square yards of pavement.

Also, at a point 80 feet north of the intersection of the centerlines of 175<sup>th</sup> Circle and Augusta Circle, remove and replace 45 square yards of pavement.

Also, at the center of the 175<sup>th</sup> Circle cul-de-sac, remove and replace 69 square yards of pavement.

#### In 176<sup>th</sup> Street

At a point 570 feet northeast of the intersection of the centerlines of 176<sup>th</sup> Street and Cornhusker Road, remove and replace 45 square yards of pavement.

Also, at a point 125 feet south of the intersection of the centerlines of 176<sup>th</sup> Street and Cornhusker Road, remove and replace 22 square yards of pavement.

Also, at a point 185 feet south of the intersection of the centerlines of 176<sup>th</sup> Street and Cornhusker Road, remove and replace 83 square yards of pavement.

At a point 20 feet southwest of the intersection of the centerlines of 176<sup>th</sup> Street and Pinehurst Circle, remove and replace 3 square yards of pavement.

At a point 190 feet southwest of the intersection of the centerlines of 176<sup>th</sup> Street and Pinehurst Circle, remove and replace 63 square yards of pavement.

Also, at a point 250 feet southwest of the intersection of the centerlines of 176<sup>th</sup> Street and Pinehurst Circle, remove and replace 23 square yards of pavement.

Also, at a point 295 feet southwest of the intersection of the centerlines of 176<sup>th</sup> Street and Pinehurst Circle, remove and replace 45 square yards of pavement.

Also, at a point 415 feet southwest of the intersection of the centerlines of 176<sup>th</sup> Street and Pinehurst Circle, remove and replace 38 square yards of pavement.

Also, at a point 150 feet south of the intersection of the centerlines of 176<sup>th</sup> Street and Ventana Circle, remove and replace 89 square yards of pavement.

Also, at a point 330 feet north of the intersection of the centerlines of 176<sup>th</sup> Street and Riviera Drive, remove and replace 28 square yards of pavement.

Also, at a point 30 feet north of the intersection of the centerlines of 176<sup>th</sup> Street and the south intersection of Spyglass Drive, remove and replace 55 square yards of pavement.

#### In 176<sup>th</sup> Avenue

At a point 840 feet northerly of the intersection of the centerlines of 176<sup>th</sup> Avenue and Cornhusker Road, remove and replace 104 square yards of pavement.

Also, at a point 685 feet northerly of the intersection of the centerlines of 176<sup>th</sup> Avenue and Cornhusker Road, remove and replace 89 square yards of pavement.

Also, at a point 440 feet northerly of the intersection of the centerlines of 176<sup>th</sup> Avenue and Cornhusker Road, remove and replace 45 square yards of pavement.

Also, at a point 400 feet northerly of the intersection of the centerlines of 176<sup>th</sup> Avenue and Cornhusker Road, remove and replace 37 square yards of pavement.

Also, at a point 250 feet northerly of the intersection of the centerlines of 176<sup>th</sup> Avenue and Cornhusker Road, remove and replace 46 square yards of pavement.

Also, at a point 130 feet northerly of the intersection of the centerlines of 176<sup>th</sup> Avenue and Cornhusker Road, remove and replace 69 square yards of pavement.

#### In 177<sup>th</sup> Street

At a point 300 feet easterly of the intersection of the centerlines of 178<sup>th</sup> Street and Pinehurst Avenue, remove and replace 28 square yards of pavement.

Also, at a point 420 feet north of the intersection of the centerlines of 177<sup>th</sup> Street and 178<sup>th</sup> Street, remove and replace 11 square yards of pavement.

Also, at a point 60 feet north of the intersection of the centerlines of 177<sup>th</sup> Street and 178<sup>th</sup> Street, remove and replace 139 square yards of pavement.

Also, at a point 32 feet south of the intersection of the centerlines of 177<sup>th</sup> Street and 178<sup>th</sup> Street, remove and replace 14 square yards of pavement.

Also, at a point 170 feet north of the intersection of the centerlines of 177<sup>th</sup> Street and Camelback Avenue, remove and replace 68 square yards of pavement.

Also, at a point 50 feet north of the intersection of the centerlines of 177<sup>th</sup> Street and Camelback Avenue, remove and replace 24 square yards of pavement.

Also, at a point 30 feet south of the intersection of the centerlines of 177<sup>th</sup> Street and Camelback Avenue, remove and replace 93 square yards of pavement.

Also, at a point 200 feet south of the intersection of the centerlines of 177<sup>th</sup> Street and Camelback Avenue, remove and replace 130 square yards of pavement.

Also, at a point 350 feet southerly of the intersection of the centerlines of 177<sup>th</sup> Street and Camelback Avenue, remove and replace 86 square yards of pavement.

Also, at a point 110 feet northwest of the intersection of the centerlines of 177<sup>th</sup> Street and Muirfield Avenue, remove and replace 21 square yards of pavement.

Also, at a point 25 feet northwest of the intersection of the centerlines of 177<sup>th</sup> Street and Muirfield Avenue, remove and replace 27 square yards of pavement.

#### In 178<sup>th</sup> Street

At a point 20 feet south of the intersection of the centerlines of 178<sup>th</sup> Street and Cornhusker Road, remove and replace 10 square yards of pavement.

Also, at a point 100 feet north of the intersection of the centerlines of 178<sup>th</sup> Street and Pinehurst Avenue, remove and replace 104 square yards of pavement.

#### In 179<sup>th</sup> Street

At a point 70 feet north of the intersection of the centerlines of 179<sup>th</sup> Street and Pinehurst Avenue, remove and replace 89 square yards of pavement.

Also, at a point 300 feet westerly of the intersection of the centerlines of 179<sup>th</sup> Street and Pinehurst Avenue, remove and replace 44 square yards of pavement.

#### In 179<sup>th</sup> Avenue

At a point 350 feet southwest of the intersection of the centerlines of 179<sup>th</sup> Avenue and Bel Air Circle, remove and replace 176 square yards of pavement.

The above-described work is to include removing and replacing PCC integral curb and gutter, repair of subgrade, construction of sidewalk, adjusting manhole rings and covers to grade, sodding, and all other work necessary or incidental to the construction of 2015 Paving Repair in accordance with the plans and specifications.

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

Section 3: That the plans and specifications for Paving Repair - 2015 have been prepared by Thompson, Dreessen, & Dorner, Inc., consulting engineers employed by the District for such purpose, and on February 26, 2015, were filed with the Board of Trustees of the District. Said engineers have also made and on February 26, 2015, did file an estimate of the total costs of the proposed improvements, which costs as estimated by said engineers are as follows:

Estimated Total Construction Costs	\$439,903.00
Estimated Engineering, Testing, Staking	
Legal, Financial & misc. costs	\$109,980.00
Estimated Total Project Cost	\$549,883.00

Section 4: To pay the costs of said improvements, the Board of Trustees, after such improvements have been completed and accepted shall have the power to issue negotiable bonds to be called "Sanitary and Improvement Bonds", payable and bearing interest as provided by the statutes of the State of Nebraska.

The facilities proposed by this Resolution are designed to serve members of the general public on an equal basis; ownership and operation of said facilities shall be with the District or another political subdivision; the development of the land in the district for sale and occupation by the general public shall proceed with reasonable speed.

The Board shall have the power to assess, to the extent of special benefit, the cost of such portions of such improvements as are local improvements upon property found specially benefitted thereby. All special assessments which may be levied on property specially benefitted by such improvements shall, when collected, be set aside and constitute a sinking fund for the payment of the interest and principal of said bonds. The District shall cause to be levied annually a tax upon the assessed value of all taxable property in said District, except intangible property, which together with such sinking fund derived from special assessments, shall be sufficient for the payment of interest and principal of said bonds as the same become due.

If a petition opposing this Resolution, signed by property owners representing a majority of the front footage which may become subject to assessment for the cost of the improvements as set forth herein, is filed with the Clerk of the District within three (3) days before the date of the hearing on this Resolution, this Resolution shall not be passed.

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

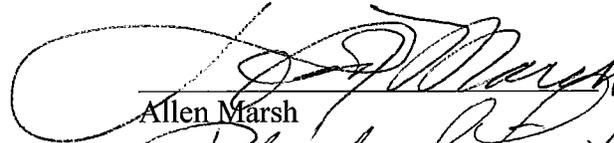
By: Allen Marsh, Chairperson

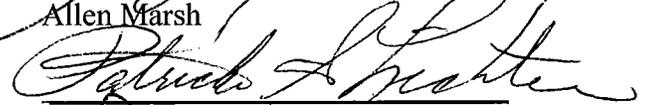
Attest: Patrick Lichter, Clerk

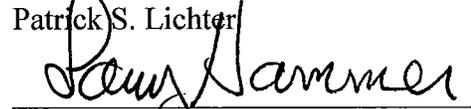
ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF MEETING

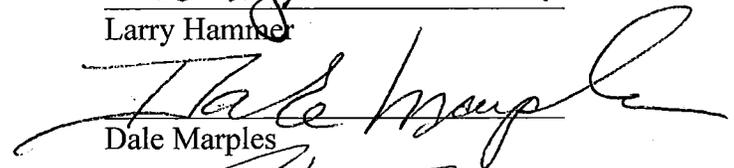
The undersigned Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said district and the agenda for such meeting held at 4:00 p.m. on April 23, 2015, at 9915 South 148<sup>th</sup> Street, Omaha, Nebraska.

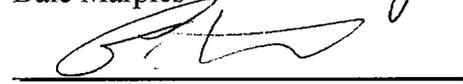
Dated this 23<sup>rd</sup> day of April 2015.

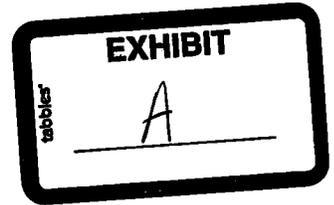
  
Allen Marsh

  
Patrick S. Lichter

  
Larry Hammer

  
Dale Marples

  
Paul Stoupa



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

**POLICY**

It is the policy of Sanitary and Improvement No. 158 of Sarpy County, Nebraska, (the "District") to comply with all Federal tax requirements for its outstanding tax-exempt bonds and warrants (the "Tax-Exempt Obligations") to ensure that interest on its Tax-Exempt Obligations remains exempt from Federal income tax.

**PROCEDURES**

Compliance Officer. Review of compliance with Federal tax requirements as generally outlined below shall be conducted by the Chairperson or the Clerk of the District (the "Compliance Officer").

Training. The Compliance Officer shall evaluate and review educational resources regarding post-issuance compliance with Federal tax laws, including periodic review of resources published for Districts of tax-exempt obligations by the Internal Revenue Service (either on its website at <http://www.irs.gov/taxexemptbond> or elsewhere)

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

Scope of Review.

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

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

*Use and Timely Expenditure of Bond Proceeds.* Expenditure of proceeds of outstanding Tax-Exempt Obligations shall be reviewed by the Compliance Officer to ensure (a) such proceeds are spent for the purpose stated in the Authorizing Proceedings and as described in the Tax Documents and (b) that the proceeds, together with investment earnings on such proceeds, are spent within the timeframes described in the Tax Documents and (c) that any mandatory redemptions from excess proceeds of Tax-Exempt Obligations are timely made if required under the Authorizing Proceedings and the Tax Documents.

*Arbitrage Yield Restrictions and Rebate Matters.* The Tax Documents shall be reviewed by the Compliance Officer to ensure compliance with any applicable yield restriction requirements under Section 148(a) of the Internal Revenue Code (the "Code") and timely calculation and payment of

any rebate and the filing of any associated returns pursuant to Section 148(f) of the Code. A qualified rebate analyst shall be engaged as appropriate or as may be required under the Tax Documents.

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

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

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

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

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



WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 158 OF SARP COUNTY, NEBRASKA

TO: TREASURER OF SARP COUNTY, NEBRASKA  
(Ex. Office Treasurer of the District)

NO. 6429, DATE April 23, 2015

PAY TO Thompson, Dreesen & Dornet, Inc. OR SUBSEQUENT REGISTERED OWNER HEREOF

Six Thousand Four Hundred Fifty & 15/100 DOLLARS \$ 6,450.15

AND CHARGE TO THE GENERAL ACCOUNT OF THE DISTRICT.

IF THIS WARRANT IS REGISTERED BY THE COUNTY TREASURER, THE FOLLOWING PROVISIONS SHALL APPLY:

THIS WARRANT SHALL DRAW INTEREST AT THE RATE OF 7% PER ANNUM FROM DATE OF REGISTRATION UNTIL PAID, PAYABLE UPON REDEMPTION HEREOF. PAYMENT OF PRINCIPAL AND ACCRUED INTEREST THEN DUE SHALL BE MADE UPON PRESENTATION OF THIS WARRANT TO THE PAYING AGENT. THE REGISTERED OWNER SHALL MAINTAIN RECORDS OF THE OWNERSHIP AND TRANSFER HEREOF AND THE DISTRICT, THE COUNTY TREASURER AND THE REGISTERAR MAY TREAT THE REGISTERED OWNER AS SHOWN BY SUCH RECORDS AS THE ABSOLUTE OWNER FOR ALL PURPOSES. THE OWNERSHIP OF THIS WARRANT MAY BE TRANSFERRED ONLY UPON PRESENTATION HEREOF TO THE REGISTERAR, ACCOMPANIED BY AN ASSIGNMENT IN FORM SATISFACTORY TO THE REGISTERAR, DULY EXECUTED BY THE REGISTERED OWNER OR DULY AUTHORIZED AGENT.

THIS WARRANT SHALL BECOME DUE ON April 23, 2018 UNLESS REDEEMED PRIOR TO SAID DATE, NOTICE OF REDEMPTION PRIOR TO MATURITY SHALL BE MAILED TO THE REGISTERED OWNER AT LEAST 7 DAYS PRIOR TO REDEMPTION DATE.

THE PAYING AGENT AND REGISTERAR FOR THIS WARRANT IS:

**BANKERS TRUST COMPANY**  
 OMAHA, NEBRASKA

IN PAYMENT OF INTY. 108896

*Patrick J. Dornet* CHAIRMAN  
CLERK

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 158 OF SARP COUNTY, NEBRASKA

TO: TREASURER OF SARP COUNTY, NEBRASKA  
(Ex. Office Treasurer of the District)

NO. 6430, DATE April 23, 2015

PAY TO City of Omaha OR SUBSEQUENT REGISTERED OWNER HEREOF

Twenty-Eight Thousand Six Hundred Fifty & 12/100 DOLLARS \$ 28,650.12

AND CHARGE TO THE GENERAL ACCOUNT OF THE DISTRICT.

IF THIS WARRANT IS REGISTERED BY THE COUNTY TREASURER, THE FOLLOWING PROVISIONS SHALL APPLY:

THIS WARRANT SHALL DRAW INTEREST AT THE RATE OF 7% PER ANNUM FROM DATE OF REGISTRATION UNTIL PAID, PAYABLE UPON REDEMPTION HEREOF. PAYMENT OF PRINCIPAL AND ACCRUED INTEREST THEN DUE SHALL BE MADE UPON PRESENTATION OF THIS WARRANT TO THE PAYING AGENT. THE REGISTERED OWNER SHALL MAINTAIN RECORDS OF THE OWNERSHIP AND TRANSFER HEREOF AND THE DISTRICT, THE COUNTY TREASURER AND THE REGISTERAR MAY TREAT THE REGISTERED OWNER AS SHOWN BY SUCH RECORDS AS THE ABSOLUTE OWNER FOR ALL PURPOSES. THE OWNERSHIP OF THIS WARRANT MAY BE TRANSFERRED ONLY UPON PRESENTATION HEREOF TO THE REGISTERAR, ACCOMPANIED BY AN ASSIGNMENT IN FORM SATISFACTORY TO THE REGISTERAR, DULY EXECUTED BY THE REGISTERED OWNER OR DULY AUTHORIZED AGENT.

THIS WARRANT SHALL BECOME DUE ON April 23, 2018 UNLESS REDEEMED PRIOR TO SAID DATE, NOTICE OF REDEMPTION PRIOR TO MATURITY SHALL BE MAILED TO THE REGISTERED OWNER AT LEAST 7 DAYS PRIOR TO REDEMPTION DATE.

THE PAYING AGENT AND REGISTERAR FOR THIS WARRANT IS:

**BANKERS TRUST COMPANY**  
 OMAHA, NEBRASKA

IN PAYMENT OF INTY. 108498 & 108843

*Patrick J. Dornet* CHAIRMAN  
CLERK

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 158 OF SARP COUNTY, NEBRASKA

TO: TREASURER OF SARP COUNTY, NEBRASKA  
(Ex. Office Treasurer of the District)

NO. 6431, DATE April 23, 2015

PAY TO One Call Concepts, Inc. OR SUBSEQUENT REGISTERED OWNER HEREOF

Ninety-Two & 35/100 DOLLARS \$ 92.35

AND CHARGE TO THE GENERAL ACCOUNT OF THE DISTRICT.

IF THIS WARRANT IS REGISTERED BY THE COUNTY TREASURER, THE FOLLOWING PROVISIONS SHALL APPLY:

THIS WARRANT SHALL DRAW INTEREST AT THE RATE OF 7% PER ANNUM FROM DATE OF REGISTRATION UNTIL PAID, PAYABLE UPON REDEMPTION HEREOF. PAYMENT OF PRINCIPAL AND ACCRUED INTEREST THEN DUE SHALL BE MADE UPON PRESENTATION OF THIS WARRANT TO THE PAYING AGENT. THE REGISTERED OWNER SHALL MAINTAIN RECORDS OF THE OWNERSHIP AND TRANSFER HEREOF AND THE DISTRICT, THE COUNTY TREASURER AND THE REGISTERAR MAY TREAT THE REGISTERED OWNER AS SHOWN BY SUCH RECORDS AS THE ABSOLUTE OWNER FOR ALL PURPOSES. THE OWNERSHIP OF THIS WARRANT MAY BE TRANSFERRED ONLY UPON PRESENTATION HEREOF TO THE REGISTERAR, ACCOMPANIED BY AN ASSIGNMENT IN FORM SATISFACTORY TO THE REGISTERAR, DULY EXECUTED BY THE REGISTERED OWNER OR DULY AUTHORIZED AGENT.

THIS WARRANT SHALL BECOME DUE ON April 23, 2018 UNLESS REDEEMED PRIOR TO SAID DATE, NOTICE OF REDEMPTION PRIOR TO MATURITY SHALL BE MAILED TO THE REGISTERED OWNER AT LEAST 7 DAYS PRIOR TO REDEMPTION DATE.

THE PAYING AGENT AND REGISTERAR FOR THIS WARRANT IS:

**BANKERS TRUST COMPANY**  
 OMAHA, NEBRASKA

IN PAYMENT OF INTY. 5020560 & 5030560

*Patrick J. Dornet* CHAIRMAN  
CLERK

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 158 OF SARP COUNTY, NEBRASKA

TO: TREASURER OF SARP COUNTY, NEBRASKA  
(Ex. Office Treasurer of the District)

NO. 6432, DATE April 23, 2015

PAY TO Adams & Sullivan, P.C., L.L.O. OR SUBSEQUENT REGISTERED OWNER HEREOF

Two Thousand & 00/100 DOLLARS \$ 2,000.00

AND CHARGE TO THE GENERAL ACCOUNT OF THE DISTRICT.

IF THIS WARRANT IS REGISTERED BY THE COUNTY TREASURER, THE FOLLOWING PROVISIONS SHALL APPLY:

THIS WARRANT SHALL DRAW INTEREST AT THE RATE OF 7% PER ANNUM FROM DATE OF REGISTRATION UNTIL PAID, PAYABLE UPON REDEMPTION HEREOF. PAYMENT OF PRINCIPAL AND ACCRUED INTEREST THEN DUE SHALL BE MADE UPON PRESENTATION OF THIS WARRANT TO THE PAYING AGENT. THE REGISTERED OWNER SHALL MAINTAIN RECORDS OF THE OWNERSHIP AND TRANSFER HEREOF AND THE DISTRICT, THE COUNTY TREASURER AND THE REGISTERAR MAY TREAT THE REGISTERED OWNER AS SHOWN BY SUCH RECORDS AS THE ABSOLUTE OWNER FOR ALL PURPOSES. THE OWNERSHIP OF THIS WARRANT MAY BE TRANSFERRED ONLY UPON PRESENTATION HEREOF TO THE REGISTERAR, ACCOMPANIED BY AN ASSIGNMENT IN FORM SATISFACTORY TO THE REGISTERAR, DULY EXECUTED BY THE REGISTERED OWNER OR DULY AUTHORIZED AGENT.

THIS WARRANT SHALL BECOME DUE ON April 23, 2018 UNLESS REDEEMED PRIOR TO SAID DATE, NOTICE OF REDEMPTION PRIOR TO MATURITY SHALL BE MAILED TO THE REGISTERED OWNER AT LEAST 7 DAYS PRIOR TO REDEMPTION DATE.

THE PAYING AGENT AND REGISTERAR FOR THIS WARRANT IS:

**BANKERS TRUST COMPANY**  
 OMAHA, NEBRASKA

IN PAYMENT OF INTY. 108896

*Patrick J. Dornet* CHAIRMAN  
CLERK

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

TO: TREASURER OF SARPY COUNTY, NEBRASKA  
(Ex Officio Treasurer of the District)

ISSUE DATE April 23, 20 15 NO. 6433

PAY TO Omaha World-Herald Media Group OR SUBSEQUENT REGISTERED OWNER HEREOF

Three Hundred Forty-Six & 50/100 DOLLARS (\$ 346.50)

AND CHARGE TO THE CONSTRUCTION ACCOUNT OF THE DISTRICT.  
IF THIS WARRANT IS REGISTERED BY THE COUNTY TREASURER, THE FOLLOWING PROVISIONS SHALL APPLY:

THIS WARRANT SHALL DRAW INTEREST AT THE RATE OF 7% PER CENTUM PER ANNUM FROM DATE OF REGISTRATION UNTIL PAID, PAYABLE ON March 1, 2016 AND ANNUALLY THEREAFTER, THROUGH THE PAYING AGENT, WHO SHALL MAIL A CHECK OR WARRANT FOR SUCH INTEREST TO THE REGISTERED HOLDER HEREOF AT THE ADDRESS SHOWN ON THE RECORDS OF THE REGISTRAR. PAYMENT OF PRINCIPAL AND ACCRUED INTEREST THEN DUE SHALL BE MADE UPON PRESENTATION OF THIS WARRANT TO THE PAYING AGENT. THE REGISTRAR SHALL MAINTAIN RECORDS OF THE OWNERSHIP AND TRANSFER HEREOF AND THE DISTRICT, THE COUNTY TREASURER AND THE PAYING AGENT AND REGISTRAR MAY TREAT THE REGISTERED OWNER AS SHOWN BY SUCH RECORDS AS THE ABSOLUTE OWNER FOR ALL PURPOSES. THE OWNERSHIP OF THIS WARRANT MAY BE TRANSFERRED ONLY UPON PRESENTATION HEREOF TO THE REGISTRAR, ACCOMPANIED BY AN ASSIGNMENT IN FORM SATISFACTORY TO THE REGISTRAR, DULY EXECUTED BY THE REGISTERED OWNER OR DULY AUTHORIZED AGENT.

THIS WARRANT SHALL BECOME DUE ON April 23, 20 20 (UNLESS REDEEMED PRIOR TO SAID DATE), SUBJECT TO EXTENSION OF SUCH MATURITY DATE BY ORDER OF THE DISTRICT COURT OF SAID COUNTY AFTER NOTICE AS PROVIDED BY LAW. NOTICE OF REDEMPTION PRIOR TO MATURITY SHALL BE MAILED TO THE REGISTERED OWNER AT LEAST 7 DAYS PRIOR TO REDEMPTION.  
THE PAYING AGENT AND REGISTRAR FOR THIS WARRANT IS:

**BANKERS TRUST COMPANY**  
10250 Regency Circle, Suite 115, Omaha, NE 68114-3796

IN PAYMENT OF Order No. 0001847224

*[Signature]* CHAIRMAN  
*[Signature]* CLERK

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

TO: TREASURER OF SARPY COUNTY, NEBRASKA  
(Ex Officio Treasurer of the District)

ISSUE DATE April 23, 20 15 NO. 6434

PAY TO Thompson, Dreessen & Dornier, Inc. OR SUBSEQUENT REGISTERED OWNER HEREOF

Three Hundred Ninety-Six & 06/100 DOLLARS (\$ 396.06)

AND CHARGE TO THE CONSTRUCTION ACCOUNT OF THE DISTRICT.  
IF THIS WARRANT IS REGISTERED BY THE COUNTY TREASURER, THE FOLLOWING PROVISIONS SHALL APPLY:

THIS WARRANT SHALL DRAW INTEREST AT THE RATE OF 7% PER CENTUM PER ANNUM FROM DATE OF REGISTRATION UNTIL PAID, PAYABLE ON March 1, 2016 AND ANNUALLY THEREAFTER, THROUGH THE PAYING AGENT, WHO SHALL MAIL A CHECK OR WARRANT FOR SUCH INTEREST TO THE REGISTERED HOLDER HEREOF AT THE ADDRESS SHOWN ON THE RECORDS OF THE REGISTRAR. PAYMENT OF PRINCIPAL AND ACCRUED INTEREST THEN DUE SHALL BE MADE UPON PRESENTATION OF THIS WARRANT TO THE PAYING AGENT. THE REGISTRAR SHALL MAINTAIN RECORDS OF THE OWNERSHIP AND TRANSFER HEREOF AND THE DISTRICT, THE COUNTY TREASURER AND THE PAYING AGENT AND REGISTRAR MAY TREAT THE REGISTERED OWNER AS SHOWN BY SUCH RECORDS AS THE ABSOLUTE OWNER FOR ALL PURPOSES. THE OWNERSHIP OF THIS WARRANT MAY BE TRANSFERRED ONLY UPON PRESENTATION HEREOF TO THE REGISTRAR, ACCOMPANIED BY AN ASSIGNMENT IN FORM SATISFACTORY TO THE REGISTRAR, DULY EXECUTED BY THE REGISTERED OWNER OR DULY AUTHORIZED AGENT.

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THE PAYING AGENT AND REGISTRAR FOR THIS WARRANT IS:

**BANKERS TRUST COMPANY**  
10250 Regency Circle, Suite 115, Omaha, NE 68114-3796

IN PAYMENT OF Invs. 108901 & 108902

*[Signature]* CHAIRMAN  
*[Signature]* CLERK

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

TO: TREASURER OF SARPY COUNTY, NEBRASKA  
(Ex Officio Treasurer of the District)

ISSUE DATE April 23, 20 15 NO. 6435

PAY TO Bankers Trust OR SUBSEQUENT REGISTERED OWNER HEREOF

One Thousand Two Hundred Fifty & 00/100 DOLLARS (\$ 1,250.00)

AND CHARGE TO THE CONSTRUCTION ACCOUNT OF THE DISTRICT.  
IF THIS WARRANT IS REGISTERED BY THE COUNTY TREASURER, THE FOLLOWING PROVISIONS SHALL APPLY:

THIS WARRANT SHALL DRAW INTEREST AT THE RATE OF 7% PER CENTUM PER ANNUM FROM DATE OF REGISTRATION UNTIL PAID, PAYABLE ON March 1, 2016 AND ANNUALLY THEREAFTER, THROUGH THE PAYING AGENT, WHO SHALL MAIL A CHECK OR WARRANT FOR SUCH INTEREST TO THE REGISTERED HOLDER HEREOF AT THE ADDRESS SHOWN ON THE RECORDS OF THE REGISTRAR. PAYMENT OF PRINCIPAL AND ACCRUED INTEREST THEN DUE SHALL BE MADE UPON PRESENTATION OF THIS WARRANT TO THE PAYING AGENT. THE REGISTRAR SHALL MAINTAIN RECORDS OF THE OWNERSHIP AND TRANSFER HEREOF AND THE DISTRICT, THE COUNTY TREASURER AND THE PAYING AGENT AND REGISTRAR MAY TREAT THE REGISTERED OWNER AS SHOWN BY SUCH RECORDS AS THE ABSOLUTE OWNER FOR ALL PURPOSES. THE OWNERSHIP OF THIS WARRANT MAY BE TRANSFERRED ONLY UPON PRESENTATION HEREOF TO THE REGISTRAR, ACCOMPANIED BY AN ASSIGNMENT IN FORM SATISFACTORY TO THE REGISTRAR, DULY EXECUTED BY THE REGISTERED OWNER OR DULY AUTHORIZED AGENT.

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THE PAYING AGENT AND REGISTRAR FOR THIS WARRANT IS:

**BANKERS TRUST COMPANY**  
10250 Regency Circle, Suite 115, Omaha, NE 68114-3796

*[Signature]* CHAIRMAN  
*[Signature]* CLERK

7:19 AM  
 04/23/15  
 Cash Basis

## Tiburon Pool Management Company Profit & Loss Prev Year Comparison January 1 through April 23, 2015

	Jan 1 - Apr 23, 15	Jan 1 - Apr 23, 14	\$ Change	% Change
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Concessions	0.00	0.00	0.00	0.0%
Non-Resident Memberships	23,615.00	21,825.00	1,790.00	8.2%
Resident Memberships	6,655.00	3,330.00	3,325.00	99.9%
<b>Swim Team Income</b>				
Swim Team - Snack Bar	0.00	0.00	0.00	0.0%
Swim Team Reg. Fees	0.00	335.00	-335.00	-100.0%
<b>Total Swim Team Income</b>	0.00	335.00	-335.00	-100.0%
Swimming Lessons	0.00	90.00	-90.00	-100.0%
<b>Total Income</b>	30,270.00	25,580.00	4,690.00	18.3%
<b>Expense</b>				
Advertising/Promotions	0.00	-200.00	200.00	100.0%
Bank Service Charges	0.00	20.00	-20.00	-100.0%
Dues and Subscriptions	0.00	0.00	0.00	0.0%
Licenses and Permits	40.00	40.00	0.00	0.0%
<b>Maintenance</b>				
Landscaping	0.00	197.00	-197.00	-100.0%
Maintenance - Other	0.00	1,195.00	-1,195.00	-100.0%
<b>Total Maintenance</b>	0.00	1,392.00	-1,392.00	-100.0%
Payroll Expenses	0.00	505.47	-505.47	-100.0%
Payroll Tax Expenses	0.00	0.02	-0.02	-100.0%
Promotions	0.00	335.76	-335.76	-100.0%
<b>Supplies</b>				
Bathhouse Supplies	0.00	185.00	-185.00	-100.0%
Office	0.00	1,218.12	-1,218.12	-100.0%
Supplies - Other	0.00	546.63	-546.63	-100.0%
<b>Total Supplies</b>	0.00	1,949.75	-1,949.75	-100.0%
<b>Total Expense</b>	40.00	4,043.00	-4,003.00	-99.0%
<b>Net Ordinary Income</b>	30,230.00	21,537.00	8,693.00	40.4%
<b>Net Income</b>	30,230.00	21,537.00	8,693.00	40.4%

54 non resident members  
 45 SID 158  
 99

May 21st Meeting

# Snapshot Report

SID NO. 158 - TIBURON

As of April 23, 2015



<u>VALUATION</u>	<u>VALUE</u>	<u>NET DEBT TO VALUE</u>
2013	\$139,959,053	4.29 %
2014	\$149,215,644	4.03 %
2015 Preliminary	\$154,333,600	3.89 %

**CASH AND INVESTMENTS as of 3/31/2015**

	<u>GENERAL FUND</u>	<u>BOND FUND</u>
CASH	\$212,597.49	\$1,758,098.29
INVESTMENTS	\$0.00	\$0.00
TOTAL CASH AND INVESTMENTS	\$212,597.49	\$1,758,098.29

**SPECIAL ASSESSMENTS**

<u>DATE OF LEVY</u>	<u>LEVIED</u>	<u>BALANCE</u>
	\$0.00	\$0.00

**BONDS OUTSTANDING**

<u>DATE OF ISSUE</u>	<u>ISSUE AMOUNT</u>	<u>BALANCE</u>	<u>REMAINING AVERAGE ANNUAL DEBT SERVICE</u>
04/15/2009	\$725,000	\$620,000	\$64,901
11/15/2012	\$7,300,000	\$6,750,000	\$508,719
	\$8,025,000	\$7,370,000	\$573,620

**WARRANTS OUTSTANDING (INTEREST PAYMENT DATE: MARCH 1)**

	<u>GENERAL FUND</u>	<u>BOND FUND</u>
2017	\$104,602.14	\$0.00
2018	\$59,251.87	\$0.00
2019	\$0.00	\$352,015.22
2020	\$0.00	\$43,341.39
	\$163,854.01	\$395,356.61
NEXT MATURITY	05/15/2017	09/18/2019

**LEVY (FISCAL YEAR 2013-2014)**

	<u>RATE PER \$100</u>	<u>NET TAX REVS</u>
BOND FUND	\$0.4200	\$576,071.46
GENERAL FUND	\$0.2800	\$384,047.64
TOTAL LEVY	\$0.7000	

**LEVY (FISCAL YEAR 2014-2015)**

	<u>RATE PER \$100</u>	<u>NET TAX REVS</u>
BOND FUND	\$0.4400	\$643,417.86
GENERAL FUND	\$0.2800	\$409,447.73
TOTAL LEVY	\$0.7200	

**DEVELOPMENT STATUS**

<u>DATE</u>	<u>SINGLE FAMILY</u>	<u>MULTI-FAMILY</u>	<u>COMMERCIAL</u>	<u>TOWNHOMES</u>	<u>CONDOS</u>
04/03/2015	525/548	0	3/13	32/32	0

# Statement of Activites

SID NO. 158 - TIBURON

July 01, 2014 to March 31, 2015



	GENERAL FUND	BOND FUND
<b>REVENUES</b>		
2013 PERSONAL PROPERTY TAX	\$275.09	\$412.63
2014 PERSONAL PROPERTY TAX	\$477.89	\$750.99
2012 REAL ESTATE TAXES	\$6.31	\$8.56
2013 REAL ESTATE TAX	\$163,745.25	\$245,618.08
2014 REAL ESTATE TAXES	\$200,336.03	\$314,813.71
HOMESTEAD EXEMP ALLOCATION	\$2,112.68	\$3,277.72
REAL ESTATE TAX CREDIT	\$5,737.11	\$9,015.45
MOTOR VEHICLE PRO RATE	\$884.72	\$1,371.12
MISCELLANEOUS REVENUE	\$55,848.44	\$50,886.60
<b>TOTAL REVENUES</b>	<b>\$429,423.52</b>	<b>\$626,154.86</b>
<b>EXPENDITURES</b>		
ENGINEERING	\$7,221.19	\$59,254.03
GEOLOGICAL - WATER TESTING	\$1,576.00	\$0.00
IRRIGATION - IRRIGATION REPAIRS	\$689.50	\$0.00
LANDSCAPING	\$4,081.00	\$0.00
LEGAL EXPENSES (SID ATTORNEY)	\$8,131.05	\$40,433.63
LOCATE FEES	\$274.30	\$0.00
MAINTENANCE: LIFT STATION	\$18,843.20	\$0.00
MOWING - WEEDING	\$334.00	\$0.00
OTHER NON-CODED	\$0.00	\$117,695.00
PROPERTY TAX COMMISSION	\$5,705.32	\$8,731.61
PUBLICATION	\$120.97	\$217.14
SIGNS - SIGN REPAIR	\$1,428.45	\$0.00
TRASH REMOVAL	\$22,252.51	\$0.00
UNDERWRITING FEES	\$6,716.84	\$18,826.51
UTILITIES EXPENSE - SEWAGE	\$62,298.33	\$0.00
UTILITIES EXPENSE - STREET LIGHTS	\$24,526.46	\$0.00
UTILITIES EXPENSE - WATER, GAS.	\$116.69	\$0.00
WARRANT INTEREST EXPENSE	\$0.00	\$3,481.22
WATER - GAS (INTERNAL)	\$0.00	\$135,396.18
WATER WELL	\$0.00	\$20,052.90
WATER WELL OPERATING FEE	\$54,670.30	\$0.00
<b>TOTAL EXPENDITURES</b>	<b>\$218,986.11</b>	<b>\$404,088.22</b>
<b>REVENUES OVER EXPENDITURES (EXPENDITURES OVER REVENUES)</b>	<b>\$210,437.41</b>	<b>\$222,066.64</b>

Note: Statement of Activites does not reflect the bond payments nor interest on warrant redemptions.

# Warrant Issuance Report (By Category)

SID No. 158 - TIBURON

July 01, 2014 - April 23, 2015



## ENGINEERING

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	6268	10/16/2014	Thompson Dreesen & Dorner	\$400.00	\$400.00	100%
CF	6306	11/20/2014	Thompson Dreesen & Dorner	\$10,000.00	\$10,000.00	100%
CF	6307	11/20/2014	Thompson Dreesen & Dorner	\$10,000.00	\$10,000.00	100%
CF	6308	11/20/2014	Thompson Dreesen & Dorner	\$8,924.56	\$8,924.56	100%
CF	6309	11/20/2014	Thompson Dreesen & Dorner	\$8,070.28	\$8,070.28	100%
CF	6310	11/20/2014	Thompson Dreesen & Dorner	\$4,115.80	\$4,115.80	100%
CF	6368	01/15/2015	Thompson Dreesen & Dorner	\$10,000.00	\$10,000.00	100%
CF	6369	01/15/2015	Thompson Dreesen & Dorner	\$7,743.39	\$7,743.39	100%
				<b>\$59,254.03</b>		

## LEGAL EXPENSES (SID ATTORNEY)

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	6311	11/20/2014	Adam & Sullivan PC LLO	\$6,719.00	\$6,719.00	100%
CF	6341	12/18/2014	Adam & Sullivan PC LLO	\$10,000.00	\$10,000.00	100%
CF	6342	12/18/2014	Adam & Sullivan PC LLO	\$10,000.00	\$10,000.00	100%
CF	6343	12/18/2014	Adam & Sullivan PC LLO	\$10,000.00	\$10,000.00	100%
CF	6344	12/18/2014	Adam & Sullivan PC LLO	\$3,714.63	\$3,714.63	100%
				<b>\$40,433.63</b>		

## PUBLICATION

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	6305	11/20/2014	Omaha World Herald	\$217.14	\$217.14	100%
				<b>\$217.14</b>		

## UNDERWRITING FEES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	6312	11/20/2014	Ameritas Investment Corp	\$8,307.09	\$8,307.09	100%
CF	6345	12/18/2014	Ameritas Investment Corp	\$8,455.54	\$8,455.54	100%
CF	6371	01/15/2015	Ameritas Investment Corp	\$2,063.88	\$2,063.88	100%
				<b>\$18,826.51</b>		

## WARRANT INTEREST EXPENSE

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	6370	01/15/2015	Bankers Trust Company	\$3,481.22	\$3,481.22	100%
				<b>\$3,481.22</b>		

# Warrant Issuance Report (By Category)

SID No. 158 - TIBURON

July 01, 2014 - April 23, 2015



## WATER - GAS (INTERNAL)

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	6327	12/18/2014	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	6328	12/18/2014	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	6329	12/18/2014	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	6330	12/18/2014	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	6331	12/18/2014	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	6332	12/18/2014	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	6333	12/18/2014	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	6334	12/18/2014	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	6335	12/18/2014	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	6336	12/18/2014	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	6337	12/18/2014	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	6338	12/18/2014	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	6339	12/18/2014	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	6340	12/18/2014	Kersten Construction	\$5,396.18	\$5,396.18	100%
				<b>\$135,396.18</b>		

## WATER WELL

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	6365	01/15/2015	Tab Holding Company	\$10,000.00	\$10,000.00	100%
CF	6366	01/15/2015	Tab Holding Company	\$10,000.00	\$10,000.00	100%
CF	6367	01/15/2015	Tab Holding Company	\$52.90	\$52.90	100%
				<b>\$20,052.90</b>		
TOTAL FOR "TIBURON"				\$277,661.61		

# Warrant Issuance Report (By Category)

SID No. 158 - TIBURON

July 01, 2014 - April 23, 2015



## ENGINEERING

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	6243	09/18/2014	Thompson Dreesen & Dorner	\$345.00	\$345.00	100%
GF	6359	01/15/2015	Thompson Dreesen & Dorner	\$5,000.00	\$5,000.00	100%
GF	6360	01/15/2015	Thompson Dreesen & Dorner	\$1,876.19	\$1,876.19	100%
				<b>\$7,221.19</b>		

## GEOLOGICAL - WATER TESTING

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	6300	11/20/2014	NE Dept of Public Health	\$497.00	\$497.00	100%
GF	6358	01/15/2015	NE Dept of Public Health	\$1,079.00	\$1,079.00	100%
				<b>\$1,576.00</b>		

## IRRIGATION - IRRIGATION REPAIRS

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	6324	12/18/2014	Nature's Helper Sprinkler System	\$689.50	\$689.50	100%
				<b>\$689.50</b>		

## LANDSCAPING

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	6249	09/18/2014	Jochim Precast Concrete	\$2,908.00	\$2,908.00	100%
GF	6302	11/20/2014	Cut & Grind Tree Care	\$520.00	\$520.00	100%
GF	6303	11/20/2014	Enfields Tree Service	\$653.00	\$653.00	100%
				<b>\$4,081.00</b>		

## LEGAL EXPENSES (SID ATTORNEY)

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	6250	09/18/2014	Adam & Sullivan PC LLO	\$2,000.00	\$2,000.00	100%
GF	6304	11/20/2014	Adam & Sullivan PC LLO	\$2,000.00	\$2,000.00	100%
GF	6326	12/18/2014	Adam & Sullivan PC LLO	\$2,131.05	\$2,131.05	100%
GF	6362	01/15/2015	Adam & Sullivan PC LLO	\$2,000.00	\$2,000.00	100%
				<b>\$8,131.05</b>		

# Warrant Issuance Report (By Category)

SID No. 158 - TIBURON

July 01, 2014 - April 23, 2015



## LOCATE FEES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	6323	12/18/2014	One Call Concepts, Inc.	\$219.20	\$219.20	100%
GF	6357	01/15/2015	One Call Concepts, Inc.	\$55.10	\$55.10	100%
				<b>\$274.30</b>		

## MAINTENANCE: LIFT STATION

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	6245	09/18/2014	Providence Group, Inc.	\$6,644.12	\$6,644.12	100%
GF	6261	10/16/2014	Providence Group, Inc.	\$3,047.82	\$3,047.82	100%
GF	6297	11/20/2014	Providence Group, Inc.	\$2,530.53	\$2,530.53	100%
GF	6317	12/18/2014	Providence Group, Inc.	\$2,355.00	\$2,355.00	100%
GF	6350	01/15/2015	Providence Group, Inc.	\$4,265.73	\$4,265.73	100%
				<b>\$18,843.20</b>		

## MOWING - WEEDING

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	6301	11/20/2014	C & C Custom Cutting LLC	\$334.00	\$334.00	100%
				<b>\$334.00</b>		

## PUBLICATION

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	6239	09/18/2014	Omaha World Herald	\$88.99	\$88.99	100%
GF	6293	11/20/2014	Omaha World Herald	\$10.66	\$10.66	100%
GF	6313	12/18/2014	Omaha World Herald	\$10.66	\$10.66	100%
GF	6346	01/15/2015	Omaha World Herald	\$10.66	\$10.66	100%
				<b>\$120.97</b>		

## SIGNS - SIGN REPAIR

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	6325	12/18/2014	Signature Advertising & Display, Inc.	\$1,428.45	\$1,428.45	100%
				<b>\$1,428.45</b>		

# Warrant Issuance Report (By Category)

SID No. 158 - TIBURON

July 01, 2014 - April 23, 2015



## TRASH REMOVAL

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	6244	09/18/2014	Premier Waste Solutions	\$5,555.83	\$5,555.83	100%
GF	6296	11/20/2014	Premier Waste Solutions	\$5,555.83	\$5,555.83	100%
GF	6316	12/18/2014	Premier Waste Solutions	\$5,565.56	\$5,565.56	100%
GF	6349	01/15/2015	Premier Waste Solutions	\$5,575.29	\$5,575.29	100%
				<b>\$22,252.51</b>		

## UNDERWRITING FEES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	6363	01/15/2015	Ameritas Investment Corp	\$5,000.00	\$5,000.00	100%
GF	6364	01/15/2015	Ameritas Investment Corp	\$1,716.84	\$1,716.84	100%
				<b>\$6,716.84</b>		

## UTILITIES EXPENSE - SEWAGE

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	6247	09/18/2014	City of Omaha	\$13,903.11	\$13,903.11	100%
GF	6248	09/18/2014	Sarpy County Planning Dept.	\$3,415.00	\$3,415.00	100%
GF	6299	11/20/2014	City of Omaha	\$14,776.82	\$14,776.82	100%
GF	6320	12/18/2014	City of Omaha	\$5,000.00	\$5,000.00	100%
GF	6321	12/18/2014	City of Omaha	\$5,000.00	\$5,000.00	100%
GF	6322	12/18/2014	City of Omaha	\$4,664.31	\$4,664.31	100%
GF	6354	01/15/2015	City of Omaha	\$5,000.00	\$5,000.00	100%
GF	6355	01/15/2015	City of Omaha	\$5,000.00	\$5,000.00	100%
GF	6356	01/15/2015	City of Omaha	\$5,539.09	\$5,539.09	100%
				<b>\$62,298.33</b>		

## UTILITIES EXPENSE - STREET LIGHTS

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	6240	09/18/2014	Omaha Public Power District	\$563.93	\$563.93	100%
GF	6241	09/18/2014	Omaha Public Power District	\$7,226.60	\$7,226.60	100%
GF	6294	11/20/2014	Omaha Public Power District	\$43.44	\$43.44	100%
GF	6295	11/20/2014	Omaha Public Power District	\$5,279.21	\$5,279.21	100%
GF	6314	12/18/2014	Omaha Public Power District	\$5,455.31	\$5,455.31	100%
GF	6347	01/15/2015	Omaha Public Power District	\$5,784.34	\$5,784.34	100%
GF	6348	01/15/2015	Omaha Public Power District	\$173.63	\$173.63	100%
				<b>\$24,526.46</b>		

# Warrant Issuance Report (By Category)

SID No. 158 - TIBURON

July 01, 2014 - April 23, 2015



## UTILITIES EXPENSE - WATER, GAS.

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	6242	09/18/2014	Black Hills Energy	\$45.05	\$45.05	100%
GF	6315	12/18/2014	Black Hills Energy	\$71.64	\$71.64	100%
				<b>\$116.69</b>		

## WATER WELL OPERATING FEE

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	6246	09/18/2014	Field R & D	\$7,331.15	\$7,331.15	100%
GF	6262	10/16/2014	Field R & D	\$8,099.00	\$8,099.00	100%
GF	6263	10/16/2014	Field R & D	\$12,550.44	\$12,550.44	100%
GF	6298	11/20/2014	Field R & D	\$8,448.51	\$8,448.51	100%
GF	6318	12/18/2014	Field R & D	\$5,000.00	\$5,000.00	100%
GF	6319	12/18/2014	Field R & D	\$2,065.20	\$2,065.20	100%
GF	6351	01/15/2015	Field R & D	\$5,000.00	\$5,000.00	100%
GF	6352	01/15/2015	Field R & D	\$5,000.00	\$5,000.00	100%
GF	6353	01/15/2015	Field R & D	\$1,176.00	\$1,176.00	100%
				<b>\$54,670.30</b>		
TOTAL FOR "TIBURON"				\$213,280.79		

# Statement of Activites

SID NO. 158 - TIBURON

July 01, 2014 to March 31, 2015



	GENERAL FUND	BOND FUND
<b>REVENUES</b>		
2013 PERSONAL PROPERTY TAX	\$275.09	\$412.63
2014 PERSONAL PROPERTY TAX	\$477.89	\$750.99
2012 REAL ESTATE TAXES	\$6.31	\$8.56
2013 REAL ESTATE TAX	\$163,745.25	\$245,618.08
2014 REAL ESTATE TAXES	\$200,336.03	\$314,813.71
HOMESTEAD EXEMP ALLOCATION	\$2,112.68	\$3,277.72
REAL ESTATE TAX CREDIT	\$5,737.11	\$9,015.45
MOTOR VEHICLE PRO RATE	\$884.72	\$1,371.12
MISCELLANEOUS REVENUE	\$55,848.44	\$50,886.60
<b>TOTAL REVENUES</b>	<b>\$429,423.52</b>	<b>\$626,154.86</b>
<b>EXPENDITURES</b>		
ENGINEERING	\$7,221.19	\$59,254.03
GEOLOGICAL - WATER TESTING	\$1,576.00	\$0.00
IRRIGATION - IRRIGATION REPAIRS	\$689.50	\$0.00
LANDSCAPING	\$4,081.00	\$0.00
LEGAL EXPENSES (SID ATTORNEY)	\$8,131.05	\$40,433.63
LOCATE FEES	\$274.30	\$0.00
MAINTENANCE: LIFT STATION	\$18,843.20	\$0.00
MOWING - WEEDING	\$334.00	\$0.00
OTHER NON-CODED	\$0.00	\$117,695.00
PROPERTY TAX COMMISSION	\$5,705.32	\$8,731.61
PUBLICATION	\$120.97	\$217.14
SIGNS - SIGN REPAIR	\$1,428.45	\$0.00
TRASH REMOVAL	\$22,252.51	\$0.00
UNDERWRITING FEES	\$6,716.84	\$18,826.51
UTILITIES EXPENSE - SEWAGE	\$62,298.33	\$0.00
UTILITIES EXPENSE - STREET LIGHTS	\$24,526.46	\$0.00
UTILITIES EXPENSE - WATER, GAS.	\$116.69	\$0.00
WARRANT INTEREST EXPENSE	\$0.00	\$3,481.22
WATER - GAS (INTERNAL)	\$0.00	\$135,396.18
WATER WELL	\$0.00	\$20,052.90
WATER WELL OPERATING FEE	\$54,670.30	\$0.00
<b>TOTAL EXPENDITURES</b>	<b>\$218,986.11</b>	<b>\$404,088.22</b>
<b>REVENUES OVER EXPENDITURES (EXPENDITURES OVER REVENUES)</b>	<b>\$210,437.41</b>	<b>\$222,066.64</b>

Note: Statement of Activites does not reflect the bond payments nor interest on warrant redemptions.



# Statement of Activities

## SID NO. 158 - TIBURON

July 01, 2014 to March 31, 2015

	GENERAL FUND	BOND FUND
<b>REVENUES</b>		
2013 PERSONAL PROPERTY TAX	\$275.09	\$412.63
2014 PERSONAL PROPERTY TAX	\$477.89	\$750.99
2012 REAL ESTATE TAXES	\$6.31	\$8.56
2013 REAL ESTATE TAX	\$163,745.25	\$245,618.08
2014 REAL ESTATE TAXES	\$200,336.03	\$314,813.71
HOMESTEAD EXEMP ALLOCATION	\$2,112.68	\$3,277.72
REAL ESTATE TAX CREDIT	\$5,737.11	\$9,015.45
MOTOR VEHICLE PRO RATE	\$884.72	\$1,371.12
MISCELLANEOUS REVENUE	\$55,848.44	\$50,886.60
<b>TOTAL REVENUES</b>	<b>\$429,423.52</b>	<b>\$626,154.86</b>
<b>EXPENDITURES</b>		
ENGINEERING	\$7,221.19	\$59,254.03
GEOLOGICAL - WATER TESTING	\$1,576.00	\$0.00
IRRIGATION - IRRIGATION REPAIRS	\$689.50	\$0.00
LANDSCAPING	\$4,081.00	\$0.00
LEGAL EXPENSES (SID ATTORNEY)	\$8,131.05	\$40,433.63
LOCATE FEES	\$274.30	\$0.00
MAINTENANCE: LIFT STATION	\$18,843.20	\$0.00
MOWING - WEEDING	\$334.00	\$0.00
OTHER NON-CODED	\$0.00	\$117,695.00
PROPERTY TAX COMMISSION	\$5,705.32	\$8,731.61
PUBLICATION	\$120.97	\$217.14
SIGNS - SIGN REPAIR	\$1,428.45	\$0.00
TRASH REMOVAL	\$22,252.51	\$0.00
UNDERWRITING FEES	\$6,716.84	\$18,826.51
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UTILITIES EXPENSE - STREET LIGHTS	\$24,526.46	\$0.00
UTILITIES EXPENSE - WATER, GAS.	\$116.69	\$0.00
WARRANT INTEREST EXPENSE	\$0.00	\$3,481.22
WATER - GAS (INTERNAL)	\$0.00	\$135,396.18
WATER WELL	\$0.00	\$20,052.90
WATER WELL OPERATING FEE	\$54,670.30	\$0.00
<b>TOTAL EXPENDITURES</b>	<b>\$218,986.11</b>	<b>\$404,088.22</b>
<b>REVENUES OVER EXPENDITURES (EXPENDITURES OVER REVENUES)</b>	<b>\$210,437.41</b>	<b>\$222,066.64</b>

Note: Statement of Activities does not reflect the bond payments nor interest on warrant redemptions.



# Statement of Activities

SID NO. 158 - TIBURON

July 01, 2014 to March 31, 2015

	GENERAL FUND	BOND FUND
<b>REVENUES</b>		
2013 PERSONAL PROPERTY TAX	\$275.09	\$412.63
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MOTOR VEHICLE PRO RATE	\$884.72	\$1,371.12
MISCELLANEOUS REVENUE	\$55,848.44	\$50,886.60
<b>TOTAL REVENUES</b>	<b>\$429,423.52</b>	<b>\$626,154.86</b>
<b>EXPENDITURES</b>		
ENGINEERING	\$7,221.19	\$59,254.03
GEOLOGICAL - WATER TESTING	\$1,576.00	\$0.00
IRRIGATION - IRRIGATION REPAIRS	\$689.50	\$0.00
LANDSCAPING	\$4,081.00	\$0.00
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LOCATE FEES	\$274.30	\$0.00
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PUBLICATION	\$120.97	\$217.14
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WATER WELL	\$0.00	\$20,052.90
WATER WELL OPERATING FEE	\$54,670.30	\$0.00
<b>TOTAL EXPENDITURES</b>	<b>\$218,986.11</b>	<b>\$404,088.22</b>
<b>REVENUES OVER EXPENDITURES (EXPENDITURES OVER REVENUES)</b>	<b>\$210,437.41</b>	<b>\$222,066.64</b>

Note: Statement of Activities does not reflect the bond payments nor interest on warrant redemptions.



**Statement of Activities**

**SID NO. 158 - TIBURON**

July 01, 2014 to March 31, 2015

	GENERAL FUND	BOND FUND
<b>REVENUES</b>		
2013 PERSONAL PROPERTY TAX	\$275.09	\$412.63
2014 PERSONAL PROPERTY TAX	\$477.89	\$750.99
2012 REAL ESTATE TAXES	\$6.31	\$8.56
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MOTOR VEHICLE PRO RATE	\$884.72	\$1,371.12
MISCELLANEOUS REVENUE	\$55,848.44	\$50,886.60
<b>TOTAL REVENUES</b>	<u><u>\$429,423.52</u></u>	<u><u>\$626,154.86</u></u>
<b>EXPENDITURES</b>		
ENGINEERING	\$7,221.19	\$59,254.03
GEOLOGICAL - WATER TESTING	\$1,576.00	\$0.00
IRRIGATION - IRRIGATION REPAIRS	\$689.50	\$0.00
LANDSCAPING	\$4,081.00	\$0.00
LEGAL EXPENSES (SID ATTORNEY)	\$8,131.05	\$40,433.63
LOCATE FEES	\$274.30	\$0.00
MAINTENANCE: LIFT STATION	\$18,843.20	\$0.00
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OTHER NON-CODED	\$0.00	\$117,695.00
PROPERTY TAX COMMISSION	\$5,705.32	\$8,731.61
PUBLICATION	\$120.97	\$217.14
SIGNS - SIGN REPAIR	\$1,428.45	\$0.00
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WARRANT INTEREST EXPENSE	\$0.00	\$3,481.22
WATER - GAS (INTERNAL)	\$0.00	\$135,396.18
WATER WELL	\$0.00	\$20,052.90
WATER WELL OPERATING FEE	\$54,670.30	\$0.00
<b>TOTAL EXPENDITURES</b>	<u><u>\$218,986.11</u></u>	<u><u>\$404,088.22</u></u>
<b>REVENUES OVER EXPENDITURES (EXPENDITURES OVER REVENUES)</b>	<u><u>\$210,437.41</u></u>	<u><u>\$222,066.64</u></u>

Note: Statement of Activities does not reflect the bond payments nor interest on warrant redemptions.

# Statement of Activites

## SID NO. 158 - TIBURON

July 01, 2014 to March 31, 2015



	GENERAL FUND	BOND FUND
<b>REVENUES</b>		
2013 PERSONAL PROPERTY TAX	\$275.09	\$412.63
2014 PERSONAL PROPERTY TAX	\$477.89	\$750.99
2012 REAL ESTATE TAXES	\$6.31	\$8.56
2013 REAL ESTATE TAX	\$163,745.25	\$245,618.08
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MOTOR VEHICLE PRO RATE	\$884.72	\$1,371.12
MISCELLANEOUS REVENUE	\$55,848.44	\$50,886.60
<b>TOTAL REVENUES</b>	<b>\$429,423.52</b>	<b>\$626,154.86</b>
<b>EXPENDITURES</b>		
ENGINEERING	\$7,221.19	\$59,254.03
GEOLOGICAL - WATER TESTING	\$1,576.00	\$0.00
IRRIGATION - IRRIGATION REPAIRS	\$689.50	\$0.00
LANDSCAPING	\$4,081.00	\$0.00
LEGAL EXPENSES (SID ATTORNEY)	\$8,131.05	\$40,433.63
LOCATE FEES	\$274.30	\$0.00
MAINTENANCE: LIFT STATION	\$18,843.20	\$0.00
MOWING - WEEDING	\$334.00	\$0.00
OTHER NON-CODED	\$0.00	\$117,695.00
PROPERTY TAX COMMISSION	\$5,705.32	\$8,731.61
PUBLICATION	\$120.97	\$217.14
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UNDERWRITING FEES	\$6,716.84	\$18,826.51
UTILITIES EXPENSE - SEWAGE	\$62,298.33	\$0.00
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WATER - GAS (INTERNAL)	\$0.00	\$135,396.18
WATER WELL	\$0.00	\$20,052.90
WATER WELL OPERATING FEE	\$54,670.30	\$0.00
<b>TOTAL EXPENDITURES</b>	<b>\$218,986.11</b>	<b>\$404,088.22</b>
<b>REVENUES OVER EXPENDITURES (EXPENDITURES OVER REVENUES)</b>	<b>\$210,437.41</b>	<b>\$222,066.64</b>

Note: Statement of Activities does not reflect the bond payments nor interest on warrant redemptions.



# Statement of Activities

SID NO. 158 - TIBURON

July 01, 2014 to March 31, 2015

	GENERAL FUND	BOND FUND
<b>REVENUES</b>		
2013 PERSONAL PROPERTY TAX	\$275.09	\$412.63
2014 PERSONAL PROPERTY TAX	\$477.89	\$750.99
2012 REAL ESTATE TAXES	\$6.31	\$8.56
2013 REAL ESTATE TAX	\$163,745.25	\$245,618.08
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HOMESTEAD EXEMP ALLOCATION	\$2,112.68	\$3,277.72
REAL ESTATE TAX CREDIT	\$5,737.11	\$9,015.45
MOTOR VEHICLE PRO RATE	\$884.72	\$1,371.12
MISCELLANEOUS REVENUE	\$55,848.44	\$50,886.60
<b>TOTAL REVENUES</b>	<b>\$429,423.52</b>	<b>\$626,154.86</b>
<b>EXPENDITURES</b>		
ENGINEERING	\$7,221.19	\$59,254.03
GEOLOGICAL - WATER TESTING	\$1,576.00	\$0.00
IRRIGATION - IRRIGATION REPAIRS	\$689.50	\$0.00
LANDSCAPING	\$4,081.00	\$0.00
LEGAL EXPENSES (SID ATTORNEY)	\$8,131.05	\$40,433.63
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UNDERWRITING FEES	\$6,716.84	\$18,826.51
UTILITIES EXPENSE - SEWAGE	\$62,298.33	\$0.00
UTILITIES EXPENSE - STREET LIGHTS	\$24,526.46	\$0.00
UTILITIES EXPENSE - WATER, GAS.	\$116.69	\$0.00
WARRANT INTEREST EXPENSE	\$0.00	\$3,481.22
WATER - GAS (INTERNAL)	\$0.00	\$135,396.18
WATER WELL	\$0.00	\$20,052.90
WATER WELL OPERATING FEE	\$54,670.30	\$0.00
<b>TOTAL EXPENDITURES</b>	<b>\$218,986.11</b>	<b>\$404,088.22</b>
<b>REVENUES OVER EXPENDITURES (EXPENDITURES OVER REVENUES)</b>	<b>\$210,437.41</b>	<b>\$222,066.64</b>

Note: Statement of Activities does not reflect the bond payments nor interest on warrant redemptions.

April 10, 2015

Chairman and Board of Trustees  
Sanitary and Improvement District No. 158  
of Sarpy County, Nebraska  
c/o Mr. Pat Sullivan, Attorney  
1246 Golden Gate Drive, Suite 1  
Papillion, NE 68046

RE: 2015 Paving Repair  
Tiburon  
TD<sup>2</sup> File No. 1592-103.78

Board Members:

Bids were received at our office on April 9, 2015, for the construction of the 2015 Paving Repair (Tiburon) project.

Elkhorn Valley Contractors LLC of Valley, Nebraska, was the low bidder in the base bid amount of \$358,853.00, and the base bid and alternate bid amount of \$370,103.00.

Elkhorn Valley Contractors LLC is a qualified contractor and we recommend that the contract be awarded to them contingent upon submittal of the required bonds and certifications.

A tabulation of all bids received is enclosed.

Respectfully submitted,



Charles E. Riggs, P.E.  
THOMPSON, DREESSEN & DORNER, INC.

CER/bre

Enclosure

ITEM	DESCRIPTION	QUANTITY	UNITS	Bidder: Elkhorn Valley Contractors PO Box 548 Valley, NE 68064		Bidder: ShawMark, Inc. 3716 S. 138th St., #3 Omaha, NE 68144		Bidder: Swain Construction, Inc. 6002 North 89th Circle Omaha, NE 68134		Bidder: Mackie Construction 3333 So. 61st Ave Omaha, NE 68106	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	<b>SUBMITTED PROPOSALS &amp; COSTS</b> Date of Bid: April 9, 2015 Client: S.I.D. 158, Sarpy County Tiburon Project: 2015 Paving Repair Eng Estimate: \$439,903 Bid Bond: \$22,000 TD2 File No.: 1592-103										
1	Remove Existing Pavement and Replace with 9" Uniform Thickness PCC Paving	4,720	S.Y.	\$58.50	\$276,120.00	\$69.00	\$325,680.00	\$74.15	\$349,988.00	\$78.74	\$371,652.80
2	Remove Existing Sidewalk and Replace with 7" Uniform Thickness PCC Sidewalk	8,930	S.F.	\$7.00	\$62,510.00	\$8.00	\$71,440.00	\$8.32	\$74,297.60	\$9.04	\$80,727.20
3	Remove and Replace Subgrade, if necessary	20	C.Y.	\$45.00	\$900.00	\$35.00	\$700.00	\$31.60	\$632.00	\$20.00	\$400.00
4	Remove Existing Sidewalk	420	S.F.	\$1.15	\$483.00	\$1.50	\$630.00	\$1.61	\$676.20	\$1.00	\$420.00
5	4" PCC Sidewalk	240	S.F.	\$4.50	\$1,080.00	\$4.40	\$1,056.00	\$5.73	\$1,375.20	\$4.00	\$960.00
6	Construct 6" PCC ADA Wheel Chair Ramps	180	S.F.	\$8.00	\$1,440.00	\$10.45	\$1,881.00	\$13.70	\$2,466.00	\$6.00	\$1,080.00
7	Truncated Domed 2' X 4' Insert, in place	6	EA.	\$150.00	\$900.00	\$175.00	\$1,050.00	\$147.00	\$882.00	\$100.00	\$600.00
8	Remove and Replace Storm Sewer Inlet Top	3	EA.	\$2,200.00	\$6,600.00	\$1,950.00	\$5,850.00	\$3,309.00	\$9,927.00	\$2,500.00	\$7,500.00
9	Sod, in place	3,720	S.F.	\$1.00	\$3,720.00	\$3.50	\$13,020.00	\$1.26	\$4,687.20	\$0.50	\$1,860.00
10	Rout and Seal Pavement Cracks	3,400	L.F.	\$1.50	\$5,100.00	\$1.85	\$5,610.00	\$2.40	\$8,160.00	\$1.50	\$5,100.00
	<b>Subtotal Base Bid Items:</b>				<b>\$358,853.00</b>		<b>\$428,917.00</b>		<b>\$453,091.20</b>		<b>\$470,300.00</b>
	<b>Alternate Bid Item</b>										
A.1	Mill 1" Wide X 1" Deep Rumble Strips into Existing Concrete Shoulder Panels Where None Exist	2,250	L.F.	\$5.00	\$11,250.00	NO BID	N/A	\$6.07	\$13,657.50	NO BID	N/A
	<b>Total Base Bid and Alternate Bid:</b>				<b>\$370,103.00</b>		<b>N/A</b>		<b>\$466,748.70</b>		<b>N/A</b>

**Qualification:**  
Rumble strip price (Alternate bid item A.1) based on NDOR Special Plan 2C in lieu of plan detail.

**CONTRACT FOR FINANCIAL ADVISOR/FISCAL AGENT SERVICES**

**THIS CONTRACT FOR FINANCIAL ADVISOR/FISCAL AGENT SERVICES** (together with the attached Exhibits, this "Contract") is entered into and is effective as of \_\_\_\_\_, 2015 (the "Effective Date") by and between **SANITARY AND IMPROVEMENT DISTRICT NO. 158 OF SARPY COUNTY IN THE STATE OF NEBRASKA** (the "District"), as its sole beneficiary, and **KUEHL CAPITAL CORPORATION** (the "Financial Advisor").

1. **Definitions.** All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with federal and state law, except where the context clearly indicates a different meaning.

2. **Term of Engagement.** This Contract shall be for an initial term beginning on the Effective Date and ending on June 30, 2017, subject to earlier termination pursuant to the provisions of Paragraph 9 and 10 hereof. Effective at the end of each fiscal year, beginning June 30, 2016, the term of this Agreement shall extend for an additional year beyond the then end of the term unless one party gives the other party notice, not less than ninety (90) days prior to the end of a fiscal year, that such party does not agree to such extension of the term.

3. **Basic Services.** The Financial Advisor is hereby engaged by the District as an independent contractor to perform, in accordance with industry best practices and in the best interest of the District, such portions of the work which may include but is not limited to those items outlined in Exhibit A (which is attached hereto and incorporated as a part of this Contract) (the "Financial Advisor Services"). The Financial Advisor shall be compensated for performing such Financial Advisor Services as provided in Exhibit B, which is attached hereto and incorporated as a part of this Contract.

4. **Records and Accounts.** The Financial Advisor shall maintain all records and accounts in connection with the Financial Advisor Services performed pursuant to this Contract in the manner and for at least the length of time prescribed by federal and state rules, regulations and industry standard guidelines governing financial advisors.

5. **No Underwriting.** The Financial Advisor covenants and agrees that neither it nor any person who serves as an officer or employee of the Financial Advisor will directly or indirectly act as or on behalf of an underwriter for any bonds, warrants or other obligations issued by the District.

6. **Fiduciary Relationship.** The Financial Advisor acknowledges pursuant to this Contract that it has a fiduciary duty to the District under the federal securities laws and is required to act in the best interests of the District without regard to its own financial or other interests.

7. **No Other Compensation.** The Financial Advisor covenants and agrees that neither it nor any person who serves as an officer or employee of the Financial Advisor will receive or accept any compensation or other benefit or tangible thing of material value from any person or entity in connection with the issuance of any obligations or the incurrence of any indebtedness by the District or related to the Financial Advisor Services provided herein other than compensation pursuant to this Contract.

8. **Termination for Default.** Either party may terminate this Contract for failure of the other party to fulfill or promptly fulfill its covenants or obligations under this Contract.

(a) Upon a breach by one party of any covenant or obligation under this Contract, the non-breaching party shall send written notice of such breach to the other party. If the party in breach does not cure or remedy such breach within 30 business days of receiving such written notice, the non-breaching party may terminate this Contract immediately.

(b) If this Contract is terminated by reason of a default of the Financial Advisor prior to the completion of Financial Advisor Services under this Contract, the Financial Advisor shall immediately assign to the District, at the District's discretion, any contracts and/or agreements relative to this Contract entered into between the Financial Advisor and its subcontractors and consultants. The Financial Advisor also shall (i) immediately discontinue all work and services affected (unless the notice directs otherwise), and (ii) upon payment for work performed, promptly deliver to the District all studies, reports, documents, specifications, calculations, plans, estimates, summaries and other information and materials accumulated in performing this Contract.

9. **Termination upon Annexation.** This Contract will automatically terminate upon annexation of the District according to applicable Nebraska state law by a city with the authority to complete such annexation; provided all fees of the Financial Advisor hereunder have been paid in full.

10. **Ownership of Documents.** All studies, reports, documents, estimates, summaries and any other written materials produced, created or accumulated in performing this Contract and delivered to the District are and shall remain the property of the District and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the Financial Advisor.

11. **Liability.** The District agrees that the Financial Advisor's total liability under this Contract, for any reason, including but not limited to any negligence by or of the Financial Advisor, shall not exceed the actual damages of the District. Neither the District nor the Financial Advisor shall be liable for any special, incidental, punitive or consequential damages to the other resulting from the breach of this Contract.

12. **Assignment.** This Contract is a professional service agreement which relies upon the personal and professional integrity and expertise of the Financial Advisor to provide professional services to the District, the Financial Advisor may only assign its obligations, rights, duties or interest in this Contract to an affiliate of the Financial Advisor or any corporation, firm or other entity into which the Financial Advisor may merge or consolidate or to which the Financial Advisor may sell all or substantially all of its assets, provided the assignee accepts all the rights and obligations hereunder.

13. **Consultants and Subcontractors.** Prior to the engagement of any consultants or subcontractors, the Financial Advisor shall submit for approval by the District a list of any consultants or subcontractors the Financial Advisor intends to engage to perform work and/or services related to this Contract; provided however, that the Financial Advisor does not anticipate

the need to engage any consultants or subcontractors in the performance of Financial Advisor Services covered under this Contract.

14. **Notices.** All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States mail, postage prepaid or e-mailed (with hard-copy follow-up by mail or delivery) and addressed as follows:

To the District: Adams & Sullivan, P.C., L.L.O.  
1246 Golden Gate Drive, Ste. 1  
Papillion, Nebraska 68046  
Attention: Mr. Patrick J. Sullivan

To the Financial Advisor: Kuehl Capital Corporation  
14747 California Street, Suite 1  
Omaha, Nebraska 68154  
Attention: Mr. Robert A. Wood  
Email: [rwood@kuehlcapital.com](mailto:rwood@kuehlcapital.com)

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices shall be deemed received when delivered.

15. **Independent Contractor.** The Financial Advisor is engaged as an independent contractor, and the Financial Advisor shall accomplish all of the Financial Advisor Services provided for herein in such capacity. The District, the Chairman or other agents of the District will have no control or supervisory powers as to the detailed manner or method of the Financial Advisor's performance of the subject matter of this Contract.

16. **Time Is of the Essence.** Both the District and the Financial Advisor expressly agree that time is of the essence with respect to this Contract, and any schedule for completion of tasks pursuant to this Contract shall be observed accordingly; provided, however, that the District and the Financial Advisor understand and agree that delays in the performance of Financial Advisor Services pursuant to this Contract due to circumstances or events outside the control of the parties shall result in a reasonable revision of the schedule and shall not constitute a default under this Contract.

17. **Amendment.** This Contract may be modified only by a written amendment of subsequent date hereto, approved by the District and the Financial Advisor. In the event the Financial Advisor's scope of work is increased or changed so as to materially increase the scope of Financial Advisor Services, the Financial Advisor may seek to amend this Contract.

18. **Nonwaiver.** Failure by either party to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law, or failure by either party to notify the other party properly in the event of default, or the acceptance of or payment for service or review or approval of any document shall not release either party from any of the obligations of this Contract and shall not be deemed a waiver of any right of either party to insist upon strict performance hereof or any of its rights or remedies to a prior or subsequent default hereunder.

19. **Remedies Cumulative.** The rights and remedies contained in this Contract shall not be exclusive but shall be in addition to all rights and remedies now or hereafter existing whether by statute, at law or in equity; provided, however, neither party may terminate its duties under this Contract except in accordance with the provisions hereof.

20. **Headings.** The section headings of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Contract.

21. **Severability.** In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Contract.

22. **Entire Agreement.** This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the District and the Financial Advisor concerning this Contract. Neither the District nor the Financial Advisor has made or shall be bound by any agreement or any representation to the other concerning this Contract, which is not expressly set forth or incorporated by reference herein.

23. **Construction and Enforcement.** This Contract shall be construed and enforced in accordance with the laws of the State of Nebraska.

24. **Authority of the Parties.** Each of the parties to this Contract, and each person signing this Contract on behalf of such party, represents and warrants to the other party to this Contract as follows: (a) that such party has full power and authority to execute, deliver and carry out the terms and provisions of this Contract; (b) that such party has taken all necessary action to authorize the execution, delivery and performance of this Contract; (c) that the individual(s) and/or entities executing this Contract on such party's behalf have the authority to bind it to the terms and conditions of this Contract; and (d) that this Contract has been duly executed and delivered by such party.

25. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.

26. **Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, this Contract was approved and duly executed by the Chairman of Sanitary and Improvement District No. 158 of SARPY County this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

SANITARY AND IMPROVEMENT  
DISTRICT NO. 158 OF SARPY COUNTY  
IN THE STATE OF NEBRASKA

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Printed name)

Title: Chairman

IN WITNESS WHEREOF, this Contract was duly executed by the Financial Advisor this  
\_\_ day of \_\_\_\_\_, 2015.

KUEHL CAPITAL CORPORATION

By \_\_\_\_\_  
Name: Robert A. Wood  
Title: Managing Director

## **EXHIBIT A**

### **SCOPE OF SERVICES FINANCIAL ADVISOR/FISCAL AGENT CONTRACT**

The Financial Advisor will provide Financial Advisor Services, which may include, but are not limited to:

#### **A. Strategic Services**

1. Project financial feasibility analysis
  - (a) Evaluate assumptions for feasibility analysis as provided by developer and engineer and conduct qualitative analysis of subjective inputs to feasibility/debt structure discussion.
  - (b) At request of developer, attorney or engineer, meet with city/county planning officials to assist in negotiation on behalf of the District to determine scope and timing of infrastructure improvements to be installed.
  - (c) Conduct build-out analysis to analyze impact of scope and timing of improvements, quality and timing of reimbursables and to project timing and volume of bond issuance.
  - (d) Conduct cash flow analysis based on proposed cost of public improvements taking into account anticipated special assessments to be levied and projected general obligation costs to determine the Bond Fund levy necessary to cash flow the debt of the District given reasonable assumptions.
  - (e) Advise District, engineer and attorney as to the aggregate principal amount of construction fund warrants to be issued and timing of issuance based on build-out of the District.
  - (f) Advise District as to optimal financing structure regarding installation of public improvements.
2. Identify funding options (public sale vs. private placement, institutional vs. retail, negotiated vs. competitive) and recommend best choice given current market conditions.
3. Negotiate initial warrant and bond fiscal commitment with underwriter and secure financing commitment on behalf of the District.

4. Provide the District with an impact analysis on public improvement cost changes which are in excess of original estimates; including the impact such overruns will have on cash flow, debt issuance, budget and Bond and General Fund levies.
5. Annual budget analysis and recommendations
  - (a) Conduct annual budget cash flow analysis and, upon consultation with attorney, accountant, engineer, developer and District, recommend Bond Fund and General Fund tax levies.
  - (b) Make recommendations for cash management, and adjustment to financing plan / debt structure to best suit pace of development and current market conditions.
6. Assist the District in determining the most appropriate method for receiving underwriting proposals and evaluating such proposals.
  - (a) Assist the District in the selection of an underwriter, paying agent and other finance team members as needed. Assist District in determining the best firms to meet the needs of the District, and assist in negotiating final terms, conditions and fees.
  - (b) Contact underwriters to generate interest in submitting a proposal for a debt issuance, including underwriters located in Nebraska and active in the sanitary and improvement district debt industry.
  - (c) Assist in the selection and designation of Bond Counsel and Disclosure Counsel on behalf of the District. The fees of the professionals shall be paid by the District in the form of fee warrants or cash.
7. Conduct ongoing analysis of the outstanding debt of the District and identify opportunities to optimize structure and rates.
  - (a) Meet with the District to establish timing parameters for a particular financing and identify financing needs and issues.
  - (b) Notify the District of potential refunding opportunities, identifying specific full or partial issues that may qualify to be refunded based on current or forecasted market conditions.
  - (c) Attend meetings of the District, as requested and respond to the District's general or specific inquiries regarding its debt.

**B. Transaction-Related Services**

1. Assist District and attorney in addressing resident concerns related to proposed project and related financing.
  - (a) Develop a detailed strategy to highlight key credit strengths and address areas of concern. Assist in the preparation of a thorough credit presentation.
  - (b) Attend District Court hearings for new money issuance of bonds and provide expert testimony, as required.
2. Advising District regarding the method of sale for particular transactions, taking into account market conditions and other factors.
  - (a) Discuss potential financing structures with the District and determine the best approach given the District's goals.
  - (b) Conduct analysis and size bond transaction appropriately for tax-exempt issuance compliance.
  - (c) Advise on the general timing of the sale of bonds and/or warrants, taking into consideration major economic indicators, competing large bond sales that may impact the District's pricing, changing economic conditions, length of approval processes, and District scheduling concerns.
  - (d) Negotiation of various deal documents with underwriter, Bond Counsel, Disclosure Counsel, and other professionals with respect to debt instruments.
3. Initial Disclosure
  - (a) Work with Disclosure Counsel in the preparation of warrant Offering Circular, including coordinating updates from District, and deliver to underwriter in appropriate format.
  - (b) Prepare an "Addendum" to the Warrant Offering Circular and deliver to the underwriter in appropriate format when new debt is issued.
  - (c) Assist in the preparation of Bond Preliminary Official Statement and Final Official Statements and deliver to underwriter in appropriate format.

4. Warrant Issuance
  - (a) Review meeting minutes and resolutions specific to warrants issued.
  - (b) Prepare IRS Form 8038-G and 8038-GC for registered warrants.
  - (c) Package warrants and meeting minutes for review by Bond Counsel and act as point of contact between District and Bond Counsel to address any deficiencies that need to be addressed to acquire tax-exempt legal opinion.
  - (d) Coordinate the registration of warrants with County Treasurer.
  - (e) Coordinate endorsement of warrants by payees.
  - (f) Coordinate purchase of warrants by underwriter and payment to contractors.
  
5. Bond structuring and issuance
  - (a) Prepare plan of finance and related transaction timetable.
  - (b) Model the debt using assumptions specific to the District and the current market environment, advising on appropriate terms and conditions, including structure, maturity schedule and redemption provisions.
  - (c) Review the final Official Statement and all legal documents to ensure accuracy and completeness. Work with Bond Counsel to ensure all regulatory documentation is filed and assist in the closing process as needed.
  - (d) Coordinate with Bond Counsel to prepare the authorizing resolution and other documents. Review all draft financing documents. Work with the District and Disclosure Counsel in preparation of the Official Statement.
  - (e) File "Blanket Letter of Representations" (BLOR) with the Depository Trust Company (DTC) on behalf of the District.
  - (f) Structure debt issuances in manner complying with applicable Nebraska State statutory requirements, Internal Revenue Service (IRS) code, United States Securities Exchange Commission (SEC) regulations and Municipal Securities Rulemaking Board (MSRB) rules.

- (g) On refunding issues, independently verify payoff amounts on bonds to be redeemed. On advanced refunding issues, provide calculation of net escrow funding requirement, coordinate selection of escrow agent and recommend appropriate investments for escrowed proceeds.
  - (h) Prepare and present final analysis packet specific to transaction to the District.
  - (i) Prepare and coordinate with Bond Counsel the filing requirements of the District regarding tax-exempt debt, including filing 8083-G with the Internal Revenue Service.
  - (j) Coordinate closing activities between District, underwriter and other involved parties (Registrar and Paying Agent, Bond Counsel, Disclosure Counsel, Depository Trust Company, etc.) and address any unforeseen issues that come up prior to settlement to ensure timely closing.
6. Negotiated sales
- (a) Identify qualified underwriters in marketplace and advise District as to which underwriter is the best fit for the specific needs of the transaction.
  - (b) Consult with underwriter to determine the marketability of various alternatives and structures given current market conditions.
  - (c) Negotiate costs, interest rates, underwriter discount and specific terms on behalf of the District.
  - (d) Explain to the District the risks associated with transaction as disclosed in the G-23 & G-17 letters from the underwriter and acknowledge receipt and understanding on behalf of the District.
  - (e) Assist District with understanding bond pricing and marketing approaches, including advice regarding retail and institutional sales, public vs. private placement and analysis of comparable deals in the marketplace.
  - (f) Conduct a pre-pricing discussion to update the District on market conditions leading into the pricing period. Hold a pricing call with the underwriter and the District, present comparable issue pricing to

the underwriter as a basis for negotiation, and react and respond to last-minute pricing issues.

7. **Competitive Sales**

- (a) Identify active SID underwriters in the marketplace and advise District as to what firms are to be approached with a request for a bid.
- (b) Develop bid request with terms and conditions specific to District's needs and distribute request of proposal to selected bidder(s).
- (c) Receive bids from underwriters on pricing date and evaluate bids to verify lowest cost and that the lowest cost bid meets the specified terms and conditions.
- (d) Recommend the lowest cost, qualified and best bidder and award bonds to selected bidder.

**C. Post-Issuance Services**

- 1. Assist District in preparing and submitting continuing disclosures as they relate to updated financial information, including compiling updated data and assisting Dissemination Agent with ongoing disclosure obligations of the District pursuant to SEC Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, as applicable. Such information shall include annual operating data, annual audit and material event filings.
- 2. Research and advise the District concerning aspects of tax exemption and arbitrage on existing debt in cooperation with Bond Counsel, District Accountant and District Attorney, including helping coordinate post issuance compliance obligations of the District.
- 3. Manage SID fund balances.
  - (a) Track Bond Fund and General Fund balances.
  - (b) Provide investment direction to County Treasurer concerning Bond Fund and General Fund balances.
  - (c) Coordinate redemption of general fund and construction fund warrants with cash from the Bond Fund or General Fund, as necessary.
- 4. Review minutes of District meetings.

5. Coordinate annual interest payment of construction fund warrants
6. Scan all District minutes received from District into electronic format and maintain archive.
7. Scan all warrant legal opinions from Bond Counsel into electronic format and maintain archive. Deliver the same to underwriter.
8. Maintain database of outstanding warrant debt to generate reports by payee, registration dates, maturity date and have the ability to calculate principal and interest payments.
9. Coordinate the periodic reconciliation of District warrant debt with Registrar and Paying Agent and County Treasurer.
10. Track District development by performing periodic site visits and keeping a journalized entry system containing house counts and other significant development events.
11. Track outstanding bond debt to identify and present refunding opportunities to the District.
12. Restructuring and Bankruptcy Services (Chapter 9).
  - (a) Restructure debt with complex credit structures.
  - (b) Conduct credit analysis.
  - (c) Negotiate with creditors/creditor representatives on behalf of the District.
  - (d) Work with District and bankruptcy and attorneys to assist in drafting of documents (plan of adjustment, disclosure statement, etc.)
  - (e) Execute Plan of Adjustment and confirmed by the Bankruptcy Court.

**D. Private Placement/Nontraditional Financing Services**

1. Assist the District in identifying prospective investors
2. Provide all of the services listed in Section B and C above, as applicable.
3. Prepare credit package to solicit initial feedback from prospective investors.

4. Present feedback to the District; determine next steps and likely timeline.
5. Assist District with preparation of Purchase Agreement.
6. Assist District and Disclosure Counsel with preparation of Private Placement Memorandum.
7. Assist District with preparation of Investor Letter.

## EXHIBIT B

### FEEES

#### FINANCIAL ADVISOR CONTRACT

Under the terms of this Contract, the Financial Advisor agrees to perform the Financial Advisor Services described in this Contract. The District agrees, in accordance with the limitations and conditions set forth in the Contract, to compensate the Financial Advisor as follows:

1. **Exhibit A, Section A. and C. (Strategic Services and Post-Issuance Services).** For providing Strategic Services and Post-Issuance Services, the Financial Advisor shall receive a fixed annual fee equal to:

(a) Flat fee of **\$9,000 / per annum**. At the District's election, such fees shall be payable at the beginning of the District's fiscal year or in equal quarterly installments on September 30, December 31, March 31, June 30.

2. **Exhibit A, Section B. and D. (Transaction-Related Services and/or Private Placement Services).** For providing Transaction-Related Services and/or Private Placement Services related to the issuance, refinancing or restructuring of any bonds, warrants or other obligations of the District, the Financial Advisor shall receive a consultant fee for structuring as follows:

(a) **Warrants.** In connection with the issuance of general fund warrants and/or construction fund warrants, a fee payable in warrants at the time of such issuance equal to **2.50 %** of the principal amount of the warrants registered.

(b) **General Obligation Bonds.** In connection with the issuance of general obligation bonds, a fee equal to **4.00%** of the principal amount of such bonds. Such fee shall be paid in warrants at the time of the closing of the bonds.

(c) **General Obligation Refunding Bonds.** In connection with the issuance of general obligation refunding bonds, a fee equal to **3.00%** of the principal amount of such bonds.

(d) **Other Obligations.** In connection with the District's incurrence of other indebtedness, the District and the Financial Advisor shall negotiate a reasonable fee upon terms acceptable to both parties.

**PAYING AGENT AND REGISTRAR AGREEMENT  
FOR WARRANTS**

**THIS PAYING AGENT AND REGISTRAR AGREEMENT FOR WARRANTS** (this "Agreement") made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between **SANITARY AND IMPROVEMENT DISTRICT NO. 158 OF SARPY COUNTY, NEBRASKA** (the "District") and **BANKERS TRUST COMPANY ("BTC")**, as Paying Agent and Registrar (the "Registrar").

**WITNESSETH:**

WHEREAS, the District, from time to time, will issue warrants (the "Warrants"), which will accrue interest until they are called for redemption, drawn on: the Construction Fund of the District which will all mature within five years from the date of issuance, unless extended in accordance with applicable law, and/or the General Fund of the District which will all mature within three years from the date of issuance, but may continue accruing interest beyond maturity without being extended, and requires the services of a paying agent and registrar for said warrants; and

WHEREAS, the Registrar is willing to provide services as paying agent and registrar pursuant to the terms of this Agreement in consideration of the compensation described in this Agreement;

NOW, THEREFORE, the District and the Registrar do hereby agree as follows:

**Section 1.** The District hereby designates the Registrar as the registrar and paying agent for all of the warrants, and determines that this Agreement shall replace and supersede any prior such paying agent and registrar agreement to which it is party, which agreement or agreements if any, have been duly cancelled or terminated.

**Section 2.** The Registrar hereby accepts the designation as such registrar and paying agent with such duties as are provided for herein.

**Section 3.** The District agrees that it shall deliver all warrants to the Registrar in such a manner, in such a form and bearing such signatures as the Registrar shall reasonably require.

**Section 4.** The District and the Registrar agree that the Registrar shall maintain such books and records as are deemed reasonably necessary by the Registrar to record the ownership of the warrants and to record any payments of principal of or interest on the warrants and that the Registrar shall have no duty to and shall not be required to invest any funds delivered or transferred to the Registrar under and in accordance with this Agreement.

**Section 5.** The District and the Registrar may treat the person in whose name any warrant is registered on the books and records of the Registrar as the absolute owner of such warrant for the purpose of making payment thereof and for all other purposes and neither the District nor the Registrar shall be bound by any notice or knowledge to the contrary, whether such warrant shall be overdue or not. All payments of or on account of interest to any registered owner of any warrant and all payments of or on account of principal to the registered owner of any warrant shall be valid and effectual and shall be a discharge of the District and the Registrar, in respect to the liability upon the warrant or claim for interest, as the case may be, to the extent of the sum or sums paid. Any warrant may be

transferred at the principal office of the Registrar by surrender of such warrant for transfer, accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner of record in person or by his duly authorized agent, and thereupon the Registrar will authenticate and deliver at the office of the Registrar (or send by certified mail to the owner thereof), in the name of the transferee or transferees, the registered warrant with the same interest rate, principal amount and maturity, dated so there shall result no gain or loss of interest as a result of such transfer.

As a condition of any registration or transfer, the Registrar may at its option require the payment of a sum sufficient to reimburse it or the District for any tax or other governmental charge that may be imposed thereon, but no fee shall be charged for any such registration or transfer.

The Registrar shall not be required (a) to transfer or register warrants (i) from the fifteenth day of the month next preceding any interest payment date that falls on the first day of a month or (ii) from the first day of the month in which occurs an interest payment date that falls on the fifteenth day of such month, until such interest payment date, (b) to register or transfer any warrants for a period of 15 days next preceding any selection of warrants for payment or for a period of 15 days thereafter or (c) to register or transfer any warrants which have been designated for payment within a period of 30 days next preceding the date fixed for payment.

**Section 6.** Transfer of the warrants shall be registered, pursuant to the limitations, prescribed in Section 5, upon surrender to the Registrar of any outstanding warrant accompanied by an assignment for transfer in such manner and form as the Registrar may require and by such assurances as the Registrar shall deem necessary or appropriate to evidence the genuineness and effectiveness of each necessary signature and, if deemed appropriate by the Registrar, satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. In registering transfer of the warrants, the Registrar may rely upon the Uniform Commercial Code or any other statutes which in the opinion of counsel protect the Registrar and the District in not requiring complete documentation, in registering warrants without inquiry into adverse claims, in delaying registration for purposes of such inquiry, or in refusing registration where in Registrar's judgment and adverse claim, requires such refusal.

**Section 7.** The Registrar shall, as Paying Agent for the District, pay the principal of and interest on the warrants of the District, but only to the extent that the District and only when the District shall have delivered or transferred to the Registrar sufficient sums for the payment of said principal or interest. The District agrees and hereby directs that the County Treasurer of the above referred-to County in Nebraska, as ex officio treasurer of the District, is hereby authorized and directed to pay, from time to time, to the Registrar from funds of the District, such amount of money as the Registrar shall certify in writing to said County Treasurer as shall be needed for payment of principal or interest on the warrants of the District, such Certificate of the Registrar to show the amounts needed for payment of principal or interest on warrants drawn on the General Fund or warrants drawn on the Construction Fund, the date on which such amount is due and the date when such transfer shall be made by the County Treasurer to the Registrar, such certification to be made by the Registrar to the County Treasurer for each transfer of funds requested by the Registrar. It is further agreed by the District, that this Agreement shall constitute a continuing authorization by the District for the County Treasurer to make transfers to the Registrar as provided above.

**Section 8.** As provided by law, the records of ownership maintained by the Registrar shall not be deemed public records and shall be available for inspection solely pursuant to a court order or a subpoena of any governmental agency having jurisdiction to issue such subpoena.

**Section 9.** At any time the Registrar may apply to the District for instructions and may consult with the District's attorney or the Registrar's own counsel in respect to any matter arising in connection with its duties under this Agreement and the Registrar shall not be liable or accountable for any action taken or omitted by it in good faith in accordance with such instructions or with the opinion of such counsel. The Registrar may rely on any paper or document reasonably believed by it to be genuine and to have been signed by the proper person or persons.

**Section 10.** The Registrar shall receive compensation for its services in accordance with this agreement with the District, and in addition shall receive reimbursement for any expenses reasonably incurred by the Registrar in connection with the performance of its duties hereunder, including counsel fees.

**Section 11.** If otherwise qualified under the laws of the State of Nebraska, any corporation or association into which the Registrar may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall, ipso facto, be and become successor Registrar hereunder and vested with all of the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

**Section 12.** The District shall have the right to remove the Registrar under this Agreement upon 60 days' notice in writing to the Registrar and the District. In the event of such removal, the District shall have the right to designate a successor and the Registrar hereby agrees that it shall turn over all of its books and records with respect to the warrants to any such successor upon written request by the District.

**Section 13.** This Agreement shall automatically terminate if the District is annexed, or when all outstanding warrants have been paid in full and the District remains on a cash basis. Alternatively, the Registrar may resign as the paying agent and registrar for the warrants and terminate this Agreement by written notice delivered to the District at least 60 days prior to the resignation and termination date. The Registrar agrees in such event that it shall turn over all of its books and records with respect to the warrants to any successor upon written request by the District. The Registrar shall have no duties with respect to the investment of moneys under this Agreement otherwise agreed between the Registrar and the District.

**Section 14.** If any one or more of the covenants or agreements to be performed by either of the parties to this Agreement shall be determined by a court of competent jurisdiction to be unenforceable, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements contained herein and shall in no way affect the validity of the remaining provisions of this Agreement.

**Section 15.** This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

**Section 16.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have each caused this Paying Agent and Registrar Agreement for Warrants to be executed by their duly authorized officers and attested as of the date first above written.

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

(SEAL)

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

Attest:

\_\_\_\_\_  
Clerk

BANKERS TRUST COMPANY  
Paying Agent and Registrar

By: \_\_\_\_\_  
Authorized Officer

## DISSEMINATION AGENT AGREEMENT

This Dissemination Agent Agreement (the “**Agreement**”) is executed and delivered by Sanitary and Improvement District No. \_\_\_\_\_ of [Sarpy] [Sarpy] 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/Warrant holders (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/Warrant holders (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 and \$100 per material event filing (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.

BANKERS TRUST COMPANY, as Dissemination Agent

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

Authorized Officer

ISSUER \_\_\_\_\_

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

Authorized Signer

Dated: \_\_\_\_\_

**EXHIBIT A**  
**OUTSTANDING DEBT OBLIGATIONS**

**\$725,000**

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

Tiburon

General Obligation Bonds, Dated 4-15-2009

## Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I
04/15/2009	-	-	-	-
10/15/2009	-	-	17,923.75	17,923.75
04/15/2010	15,000.00	2.200%	17,923.75	32,923.75
10/15/2010	-	-	17,758.75	17,758.75
04/15/2011	15,000.00	2.400%	17,758.75	32,758.75
10/15/2011	-	-	17,578.75	17,578.75
04/15/2012	15,000.00	2.700%	17,578.75	32,578.75
10/15/2012	-	-	17,376.25	17,376.25
04/15/2013	20,000.00	3.100%	17,376.25	37,376.25
10/15/2013	-	-	17,066.25	17,066.25
04/15/2014	20,000.00	3.500%	17,066.25	37,066.25
10/15/2014	-	-	16,716.25	16,716.25
04/15/2015	20,000.00	3.750%	16,716.25	36,716.25
10/15/2015	-	-	16,341.25	16,341.25
04/15/2016	25,000.00	4.000%	16,341.25	41,341.25
10/15/2016	-	-	15,841.25	15,841.25
04/15/2017	25,000.00	4.200%	15,841.25	40,841.25
10/15/2017	-	-	15,316.25	15,316.25
04/15/2018	25,000.00	4.400%	15,316.25	40,316.25
10/15/2018	-	-	14,766.25	14,766.25
04/15/2019	30,000.00	4.650%	14,766.25	44,766.25
10/15/2019	-	-	14,068.75	14,068.75
04/15/2020	30,000.00	4.850%	14,068.75	44,068.75
10/15/2020	-	-	13,341.25	13,341.25
04/15/2021	30,000.00	5.000%	13,341.25	43,341.25
10/15/2021	-	-	12,591.25	12,591.25
04/15/2022	35,000.00	5.050%	12,591.25	47,591.25
10/15/2022	-	-	11,707.50	11,707.50
04/15/2023	35,000.00	5.150%	11,707.50	46,707.50
10/15/2023	-	-	10,806.25	10,806.25
04/15/2024	35,000.00	5.250%	10,806.25	45,806.25
10/15/2024	-	-	9,887.50	9,887.50
04/15/2025	45,000.00	5.650%	9,887.50	54,887.50
10/15/2025	-	-	8,616.25	8,616.25
04/15/2026	55,000.00	5.650%	8,616.25	63,616.25
10/15/2026	-	-	7,062.50	7,062.50
04/15/2027	65,000.00	5.650%	7,062.50	72,062.50
10/15/2027	-	-	5,226.25	5,226.25
04/15/2028	85,000.00	5.650%	5,226.25	90,226.25
10/15/2028	-	-	2,825.00	2,825.00
04/15/2029	100,000.00	5.650%	2,825.00	102,825.00
10/15/2029	-	5.650%	-	-
<b>Total</b>	<b>\$725,000.00</b>	<b>-</b>	<b>\$525,635.00</b>	<b>\$1,250,635.00</b>

**\$7,300,000**

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

Tiburon

General Obligation Bonds, Dated 11-15-2012

## Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I
11/15/2012	-	-	-	-
05/15/2013	-	-	104,405.00	104,405.00
11/15/2013	270,000.00	1.200%	104,405.00	374,405.00
05/15/2014	-	-	102,785.00	102,785.00
11/15/2014	280,000.00	1.300%	102,785.00	382,785.00
05/15/2015	-	-	100,965.00	100,965.00
11/15/2015	285,000.00	1.400%	100,965.00	385,965.00
05/15/2016	-	-	98,970.00	98,970.00
11/15/2016	290,000.00	1.500%	98,970.00	388,970.00
05/15/2017	-	-	96,795.00	96,795.00
11/15/2017	295,000.00	1.650%	96,795.00	391,795.00
05/15/2018	-	-	94,361.25	94,361.25
11/15/2018	305,000.00	1.850%	94,361.25	399,361.25
05/15/2019	-	-	91,540.00	91,540.00
11/15/2019	310,000.00	2.050%	91,540.00	401,540.00
05/15/2020	-	-	88,362.50	88,362.50
11/15/2020	325,000.00	2.300%	88,362.50	413,362.50
05/15/2021	-	-	84,625.00	84,625.00
11/15/2021	335,000.00	2.550%	84,625.00	419,625.00
05/15/2022	-	-	80,353.75	80,353.75
11/15/2022	340,000.00	2.750%	80,353.75	420,353.75
05/15/2023	-	-	75,678.75	75,678.75
11/15/2023	350,000.00	2.950%	75,678.75	425,678.75
05/15/2024	-	-	70,516.25	70,516.25
11/15/2024	365,000.00	3.100%	70,516.25	435,516.25
05/15/2025	-	-	64,858.75	64,858.75
11/15/2025	375,000.00	3.250%	64,858.75	439,858.75
05/15/2026	-	-	58,765.00	58,765.00
11/15/2026	390,000.00	3.350%	58,765.00	448,765.00
05/15/2027	-	-	52,232.50	52,232.50
11/15/2027	390,000.00	3.450%	52,232.50	442,232.50
05/15/2028	-	-	45,505.00	45,505.00
11/15/2028	390,000.00	3.800%	45,505.00	435,505.00
05/15/2029	-	-	38,095.00	38,095.00
11/15/2029	405,000.00	3.800%	38,095.00	443,095.00
05/15/2030	-	-	30,400.00	30,400.00
11/15/2030	505,000.00	3.800%	30,400.00	535,400.00
05/15/2031	-	-	20,805.00	20,805.00
11/15/2031	535,000.00	3.800%	20,805.00	555,805.00
05/15/2032	-	-	10,640.00	10,640.00
11/15/2032	560,000.00	3.800%	10,640.00	570,640.00
<b>Total</b>	<b>\$7,300,000.00</b>	<b>-</b>	<b>\$2,821,317.50</b>	<b>\$10,121,317.50</b>

**EXHIBIT B**

**FEE SCHEDULE – DISSEMINATION AGENT**



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**DISSEMINATION AGENT FEE**

\$250 (annual fee)

**Additional Fee for Material Event Filing**

\$100 (billed at time of material event filing)

As Dissemination Agent, Bankers Trust (the “Agent”) will disclose the required documentation under the Rule to the MSRB via the Electronic Municipal Market Access (EMMA) system. The Issuer will provide the information required in the Undertakings to the Agent, through the Fiscal Agent as appropriate. The Dissemination Agent will not be responsible for compiling any of the information required under the Rule.

Fees are subject to terms and conditions of the Agreement between Bankers Trust Company and Issuer as described herein.

SARPY COUNTY TREASURER  
SANITARY AND IMPROVEMENT DISTRICT  
CLOSING BALANCES OF  
MAR 2015

	GENERAL BALANCE	GENERAL INVESTMENTS	BOND BALANCE	BOND INVESTMENTS	TOTAL
SID 130	25,689.95	0.00	0.00	0.00	25,689.95
SID 133	81,364.51	0.00	85,942.01	149,939.33	317,245.85
SID 137	81,473.02	0.00	108,705.23	144,985.98	335,164.23
SID 143	352,556.30	0.00	323,118.59	0.00	675,674.89
SID 147 <i>R</i>	69,619.73	0.00	88,671.49	0.00	158,291.22
SID 151	12,598.40	0.00	49,269.34	0.00	61,867.74
SID 156	125,749.65	0.00	169,380.27	114,988.88	410,118.80
SID 158 <i>R</i>	212,597.49	0.00	1,758,098.29	0.00	1,970,695.78
SID 158 USE FEE	18,417.36	0.00	0.00	0.00	18,417.36
SID 162	214,900.09	0.00	1,131,376.23	0.00	1,346,276.32
SID 163	30,592.15	0.00	74,843.88	94,982.16	200,418.19
SID 164	8,466.48	0.00	19,428.28	0.00	27,894.76

**SID 158 GENERAL FUND**

Thru March 2015

**Budgeted Income from Real Estate Taxes**

1st 1/2 Real Estate Taxes	\$204,724	
2nd 1/2 Real Estate Taxes	\$204,724	
<b>Total</b>		<u><u>\$409,448</u></u>

**ACTUAL BUDGETED RECEIPTS**

	Month	Accumulated Total
July	\$144,984	\$144,984
August	\$16,866	\$161,850
September	\$678	\$162,528
October	\$446	\$162,974
November	\$611	\$163,585
December	\$29,585	\$193,170
January	\$11,278	\$204,448
February	\$6,565	\$211,013
March	\$158,620	\$369,633
April		
May		
June		

**ACTUAL NON-BUDGETED RECEIPTS**

\$53,058

**Amount to be received**

1st 1/2 taxes	\$0	
2nd 1/2 taxes	\$40,218	
<b>Total</b>		<u><u>\$40,218</u></u>

**Cash on Hand** \$212,597

**Funds Available** \$252,815

**Service Fee Fund Balance** \$18,417

**SID 158 GENERAL FUND**

Thru March 2015

	Year-to-date	Projected for Entire Fiscal Year	Mil Levy
BUDGETED INCOME RECEIVED	\$369,633		
BUDGETED INCOME FOR FISCAL YEAR		\$409,448	0.28
EXPENSES			
RESIDENT SERVICES			
WATER EXPENSE	\$80,661	\$107,548	0.07
SEWER EXPENSE	\$161,201	\$214,935	0.14
TRASH PICK-UP	\$50,012	\$66,683	0.04
<b>TOTAL RESIDENT SERVICES</b>	<b>\$291,874</b>	<b>\$389,165</b>	<b>0.26</b>
SID OPERATING EXPENSES	\$169,648	\$226,197	0.15
TOTAL EXPENSES	\$461,522	\$615,363	0.41
<b>NET INCOME OR LOSS</b>	<b><u>(\$91,889)</u></b>	<b><u>(\$205,915)</u></b>	<b><u>(0.14)</u></b>
CURRENT TAX MIL LEVY			0.28
PROJECTED MIL LEVY EXPENSES			<u>0.41</u>
SHORTFALL (IN MIL's)			<u><u>(0.13)</u></u>
2014 VALUATION (Per County Assessor)			\$149,215,644

3:31 PM  
 04/08/15  
 Accrual Basis

**SID 158**  
**Profit & Loss**  
 March 2015

	Mar 15	Jul '14 - Mar 15
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
Homestead Exemption Allocation	760.88	2,112.68
Miscellaneous Revenue	9,056.70	49,291.74
Sarpy County Commission	-1,591.50	-5,685.32
Tax - Motor Vehicle Allocation	616.59	884.72
Tax - Personal Property	530.14	717.27
Tax - Real Estate	158,619.64	364,123.30
Tax - Real Estate Tax Credit	0.00	5,737.11
<b>Total Income</b>	<b>167,992.45</b>	<b>417,181.50</b>
<b>Expense</b>		
<b>Common Area Maintenance</b>		
Grass Cutting	0.00	2,880.50
Snow Removal	0.00	75.00
<b>Total Common Area Maintenance</b>	<b>0.00</b>	<b>2,955.50</b>
<b>Insurance Expense</b>	<b>0.00</b>	<b>17,119.00</b>
Locator Fees	0.00	319.90
Miscellaneous	1,500.00	2,684.43
Placement Fee for Warrants	1,378.28	10,643.64
<b>Professional Fees</b>		
Accounting Fees	0.00	7,600.00
Consulting Engineer Fees	402.50	36,979.75
Legal Fees	2,000.00	18,794.88
<b>Total Professional Fees</b>	<b>2,402.50</b>	<b>63,374.63</b>
Publication Fees	10.66	163.61
Repairs and Maintenance	0.00	8,034.70
<b>Sewer Expense</b>		
Lift Station Maintenance	3,076.88	34,516.42
Sewer Fees	0.00	126,684.27
<b>Total Sewer Expense</b>	<b>3,076.88</b>	<b>161,200.69</b>
Sign - Fairview	3,000.00	3,000.00
Sign - Mall	0.00	2,010.00
Trash Contract	5,575.29	50,012.20
<b>Utilities</b>		
Electric	6,319.80	58,335.75
Gas	655.87	1,007.16
<b>Total Utilities</b>	<b>6,975.67</b>	<b>59,342.91</b>
<b>Water Expenses</b>		
Miscellaneous Water Expenses	348.41	2,748.41
Sales Tax	0.00	131.05
Water Engineer	0.00	4,723.80
Well Maintenance	7,993.05	70,846.43
Well Water Analysis	60.00	2,211.00
<b>Total Water Expenses</b>	<b>8,401.46</b>	<b>80,660.69</b>
<b>Total Expense</b>	<b>32,320.74</b>	<b>461,521.90</b>
<b>Net Ordinary Income</b>	<b>135,671.71</b>	<b>-44,340.40</b>
<b>Net Income</b>	<b>135,671.71</b>	<b>-44,340.40</b>



ADAMS & SULLIVAN<sup>PC, LLO</sup>  
ATTORNEYS AT LAW

PATRICK J. SULLIVAN\*  
TIMOTHY J. BUCKLEY  
ANGELA FORSS SCHMIT\*\*

\*ALSO LICENSED IN IOWA  
\*\*ALSO LICENSED IN COLORADO

1246 GOLDEN GATE DRIVE, STE. 1  
PAPILLION, NEBRASKA 68046-2843  
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WWW.ADAMSANDSULLIVAN.COM

C.G. (DOOLEY) JOLLY  
MOLLY J. MILLER\*\*\*  
DIXON G. ADAMS  
(1924 - 2009)

\*\*\*ALSO LICENSED IN ILLINOIS

April 20, 2014

Sarpy County Treasurer  
1210 Golden Gate Drive  
Papillion, NE 68046

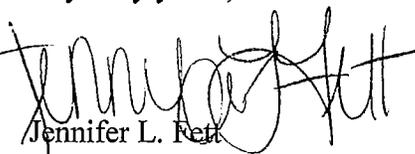
RE: Sanitary & Improvement District No. 158  
Tiburon  
Sarpy County, Nebraska

To Whom It May Concern:

Enclosed is a check that needs to be deposited in the account of the above referenced District. The check in the amount of \$10,636.89 should be deposited in the **general fund** of the District.

Thank you for your attention to this matter. If you have any questions or concerns, please let us know.

Very truly yours,

  
Jennifer L. Fett  
Legal Assistant to Patrick J. Sullivan  
Attorney for the District

Enc.

TRUE WATERMARK PAPER HOLD TO LIGHT TO VIEW HEAT SENSITIVE RED IMAGE DISAPPEARS WITH HEAT

4816



**TIBURON POOL MANAGEMENT CO.**

P.O. BOX 293  
GRETNA, NE 68028  
(402) 891-4832



2/23/2015

PAY  
TO THE  
ORDER OF  
SID 158

\$ \*\*10,636.89

Ten Thousand Six Hundred Thirty-Six and 89/100\*\*\*\*\* DOLLARS

SID 158



*Diana Alden*  
AUTHORIZED SIGNATURE

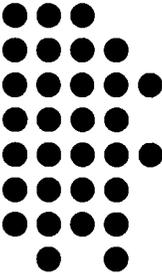
MEMO  
2014

⑈004816⑈ ⑆104000854⑆005123380⑈

Security features. Details on back.

# Invoice

SID 158



**Bill To:**

TIBURON POOL  
P.O. Box 293  
10220 South 168th Street  
Omaha, NE 68136

**December 31, 2014**

**Terms: Due Upon Receipt**

DESCRIPTION	TOTAL
MANAGEMENT FEES FOR 2014	\$10,636.89
Balance Due	\$10,636.89

**Remit Payment to:**

**SID 158**



Account Number	Due Date	Total Amount Due
9063100050	Apr 29, 2015	\$16,599.15

Customer Name: SID 158 SARPY  
Statement Date: April 9, 2015

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

Service Address	Rate	Billing Period		Usage		
		From	To	Kilowatt-hours used	Billing Demand/kW	Current Amount
10302 S 168 ST, LFT1 OMAHA NE	General Service Non-Demand	3-5-15	4-7-15	2183 kWh		\$236.17
10302 S 168 ST, LFT2 OMAHA NE	General Service Non-Demand	3-5-15	4-7-15	1004 kWh		\$116.33
10302 S 168 ST, POOL OMAHA NE	General Service Non-Demand	3-5-15	4-7-15	174 kWh		\$31.96
10309 S 180 ST, WELL OMAHA NE	General Service Demand	3-5-15	4-7-15	5927 kWh	36.00	\$605.34
10507 S 179 AVE, LIFT OMAHA NE	General Service Non-Demand	3-5-15	4-7-15	130 kWh		\$27.49
16800 CORNHUSKER RD, STLT OMAHA NE	Street Light Method 61	N/A	N/A			\$1,829.99
17201 CORNHUSKER RD, WELL 1 OMAHA NE	General Service Non-Demand	3-5-15	4-7-15	2609 kWh		\$279.48
17419 RIVIERA DR, LFT2 OMAHA NE	General Service Non-Demand	3-5-15	4-7-15	55 kWh		\$19.87
17505 RIVIERA DR, WELL OMAHA NE	General Service Non-Demand	3-5-15	4-7-15	2044 kWh		\$222.04
17640 PRESTWICK AVE, LIFT OMAHA NE	General Service Non-Demand	3-5-15	4-7-15	395 kWh		\$54.43
17710 PINEHURST AVE, SIGN OMAHA NE	General Service Non-Demand	3-5-15	4-7-15	3 kWh		\$17.98
18000 CORNHUSKER RD, LIFT OMAHA NE	General Service Non-Demand	3-5-15	4-7-15	332 kWh		\$48.01
9494 S 175 CIR, LIFT OMAHA NE	General Service Non-Demand	3-5-15	4-7-15	95 kWh		\$23.93
9818 S 175 CIR, SIREN OMAHA NE	General Service Non-Demand	N/A	N/A			\$17.97

2

Please return this portion with payment

Are you planning any spring projects? Call 811 before you dig to have underground utility lines located.

Statement Date: April 9, 2015

Account Number	Due Date	Total Amount Due
9063100050	Apr 29, 2015	\$16,599.15

Late Payment Charge of \$217.52 applies after due date.

Amount Paid

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

One-Time Contribution \$ \_\_\_\_\_

A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number: (402) 339-9550

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

  
 SID 158 SARPY  
 C/O ADAMS & SULLIVAN P.C. LLO  
 1246 GOLDEN GATE DR STE 1  
 PAPIILLION NE 68046-2843

PO BOX 3065  
OMAHA NE 68103-0065



01906310005020000165991500001681667201504290





Account Number	Due Date	Total Amount Due
9063100050	Apr 29, 2015	\$16,599.15

Customer Name: SID 158 SARPY  
Statement Date: April 9, 2015

Service Address	Rate	Billing Period		Usage		
		From	To	Kilowatt-hours used	Billing Demand/kW	Current Amount
9902 S 172 ST OMAHA NE	Street Light Method 61	N/A	N/A			\$1,907.11

Total Charges	\$5,438.10
Previous Balance	22,400.70
Payments Received: 03/17/15	11,239.65CR
<b>Total Amount Due</b>	<b>\$16,599.15</b>

Late Payment Charge of \$217.52 applies after due date.



Account Number	Due Date	Total Amount Due
9063100050	Apr 29, 2015	\$16,599.15

Customer Name: SID 158 SARPY  
Statement Date: April 9, 2015

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

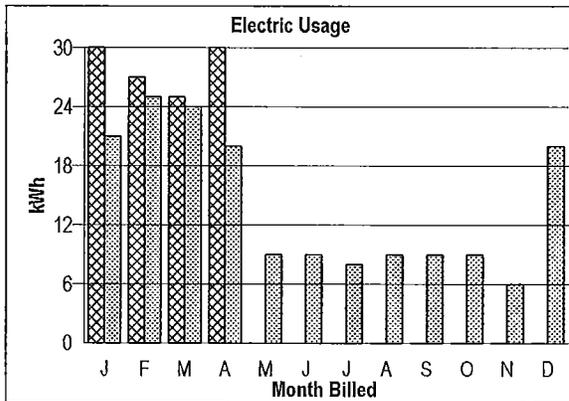
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier		
General Service Non-Demand	3-5-15	4-7-15	7249880	44237	45241 Actual	1004	1	kWh	1004

**Your Electric Usage Profile**

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2015 ☒	33	1004	30	61	33
2014 ☐	31	626	20	54	27

Basic Service	13.53
kWh Usage	94.58
Fuel And Purchased Power Adjustment	2.16
Sales Tax	6.06
<b>Total Charges</b>	<b>\$116.33</b>

Your average daily electric cost was: \$3.53





Account Number	Due Date	Total Amount Due
9063100050	Apr 29, 2015	\$16,599.15

Customer Name: SID 158 SARPY  
Statement Date: April 9, 2015

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

Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier		
General Service Demand	3-5-15	4-7-15	8091421	777698	783625 Actual	5927	1	kWh	5927
Billing Demand								KW	36.00

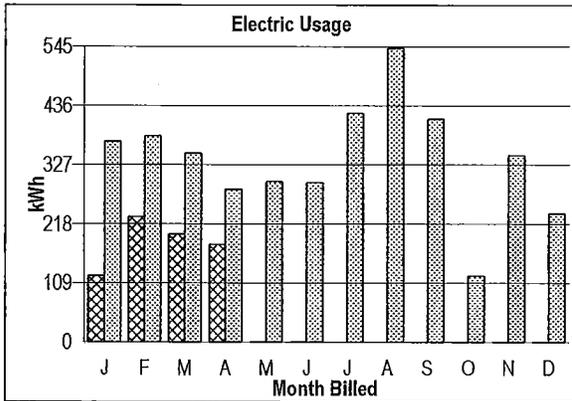
**Your Electric Usage Profile**

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2015 ☒	33	5927	179	61	33
2014 ☐	31	8736	281	54	27

Actual Demands 36.34KW 0.00KVA 100.00%PF

Basic Service	19.38
Demand Revenue	189.00
kWh Usage	352.66
Fuel And Purchased Power Adjustment	12.74
Sales Tax	31.56
<b>Total Charges</b>	<b>\$605.34</b>

Your average daily electric cost was: \$18.34





Account Number	Due Date	Total Amount Due
9063100050	Apr 29, 2015	\$16,599.15

Customer Name: SID 158 SARPY  
Statement Date: April 9, 2015

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

Billing Period From 03-10-2015 To 04-09-2015 @30 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$1,724.42	\$10.17	\$1,829.99

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

Sales Tax 95.40  
Total Charges \$1,829.99



Account Number	Due Date	Total Amount Due
9063100050	Apr 29, 2015	\$16,599.15

Customer Name: SID 158 SARPY  
Statement Date: April 9, 2015

**Billing Information for service address: 17201 CORNHUSKER RD, WELL 1 OMAHA NE**

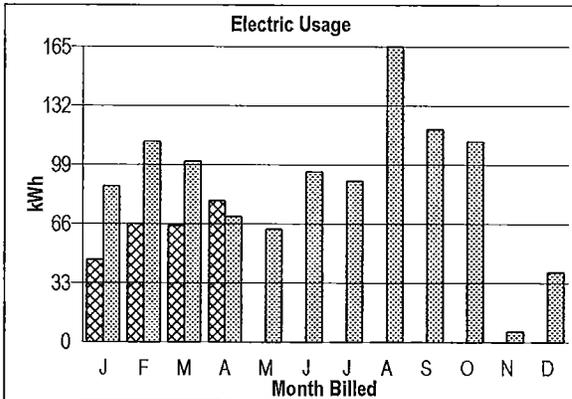
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier		
General Service Non-Demand	3-5-15	4-7-15	8091408	266133	268742 Actual	2609	1	kWh	2609

**Your Electric Usage Profile**

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2015 ☒	33	2609	79	61	33
2014 ☐	31	2174	70	54	27

Basic Service	13.53
kWh Usage	245.77
Fuel And Purchased Power Adjustment	5.61
Sales Tax	14.57
<b>Total Charges</b>	<b>\$279.48</b>

Your average daily electric cost was: \$8.47





Account Number	Due Date	Total Amount Due
9063100050	Apr 29, 2015	\$16,599.15

Customer Name: SID 158 SARPY  
Statement Date: April 9, 2015

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

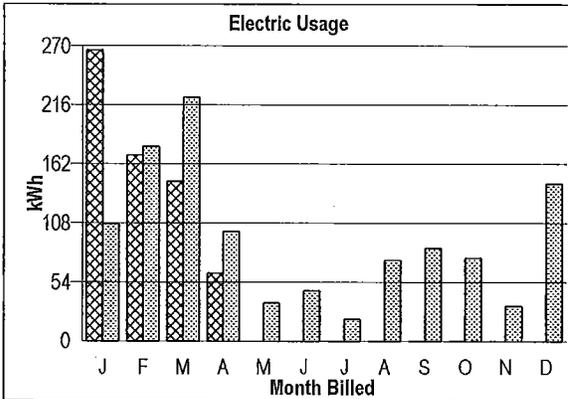
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier		
General Service Non-Demand	3-5-15	4-7-15	8292176	589676	591720 Actual	2044	1	kWh	2044

**Your Electric Usage Profile**

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2015 ☒	33	2044	61	61	33
2014 ☐	35	3509	100	51	26

Basic Service	13.53
kWh Usage	192.54
Fuel And Purchased Power Adjustment	4.39
Sales Tax	11.58
<b>Total Charges</b>	<b>\$222.04</b>

Your average daily electric cost was: \$6.73





Account Number	Due Date	Total Amount Due
9063100050	Apr 29, 2015	\$16,599.15

Customer Name: SID 158 SARPY  
Statement Date: April 9, 2015

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

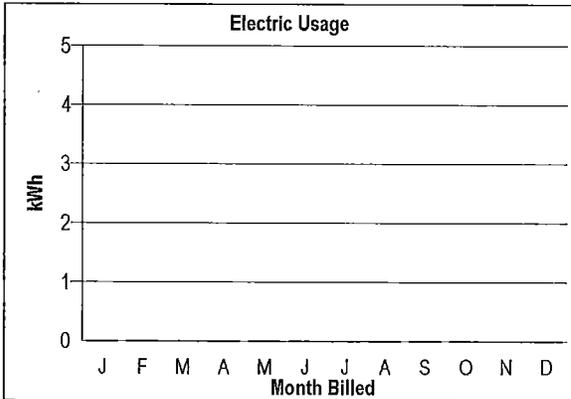
Rate	Billing Period		Meter Number	Meter Reading				Usage
	From	To		Previous	Present	Difference	Multiplier	
General Service Non-Demand	3-5-15	4-7-15	5679622	171	174 Actual	3	1	kWh 3

**Your Electric Usage Profile**

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2015 ☒	33	3	0	61	33
2014 ☒	31	3	0	54	27

Basic Service	13.53
kWh Usage	0.28
Fuel And Purchased Power Adjustment	0.01
Minimum Charge	3.22
Sales Tax	0.94
<b>Total Charges</b>	<b>\$17.98</b>

Your average daily electric cost was: \$0.54





Account Number	Due Date	Total Amount Due
9063100050	Apr 29, 2015	\$16,599.15

Customer Name: SID 158 SARPY  
Statement Date: April 9, 2015

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

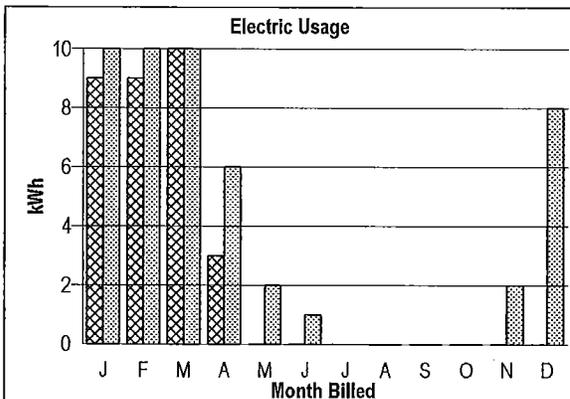
Rate	Billing Period		Meter Number	Meter Reading				Usage
	From	To		Previous	Present	Difference	Multiplier	
General Service Non-Demand	3-5-15	4-7-15	6841830	9031	9126 Actual	95	1	kWh 95

**Your Electric Usage Profile**

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2015 ☒	33	95	2	61	33
2014 ☐	31	179	5	54	27

Basic Service	13.53
kWh Usage	8.95
Fuel And Purchased Power Adjustment	0.20
Sales Tax	1.25
<b>Total Charges</b>	<b>\$23.93</b>

Your average daily electric cost was: \$0.73





Account Number	Due Date	Total Amount Due
9063100050	Apr 29, 2015	\$16,599.15

Customer Name: SID 158 SARPY  
Statement Date: April 9, 2015

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

**Billing Period From 03-10-2015 To 04-09-2015 @30 Days**

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$1,797.12	\$10.57	\$1,907.11

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

Sales Tax 99.42  
Total Charges \$1,907.11



Account Number	Due Date	Total Amount Due
2097155308	Apr 29, 2015	\$462.39

Customer Name: SID 158 SARPY  
Statement Date: April 9, 2015

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

**Billing Information for service address: 17504 CORNHUSKER RD, WELL 5 OMAHA NE**

Rate	Billing Period		Meter Number	Meter Reading				Usage
	From	To		Previous	Present	Difference	Multiplier	
General Service Non-Demand	3-5-15	4-7-15	8091223	406740	407416 Actual	676	1	kWh 676

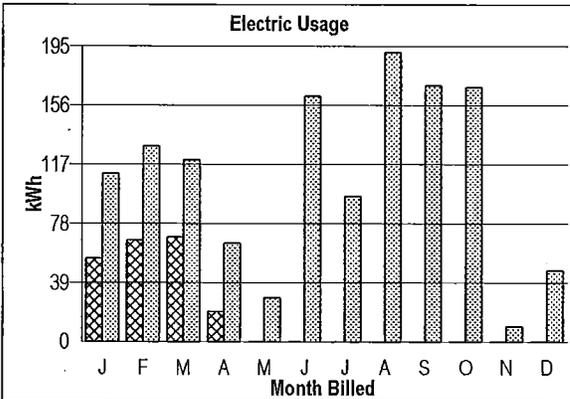
**Your Electric Usage Profile**

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2015 <input checked="" type="checkbox"/>	33	676	20	61	33
2014 <input type="checkbox"/>	31	2027	65	54	27

Basic Service	13.53
kWh Usage	63.68
Fuel And Purchased Power Adjustment	1.45
Sales Tax	4.33
<b>Total Charges</b>	<b>\$82.99</b>
Previous Balance	553.03
Payments Received: 03/17/15	173.63CR
<b>Total Amount Due</b>	<b>\$462.39</b>

Late Payment Charge of \$3.32 applies after due date.

Your average daily electric cost was: **\$2.51**



1

Please return this portion with payment

Are you planning any spring projects? Call 811 before you dig to have underground utility lines located.

Statement Date: April 9, 2015

Account Number	Due Date	Total Amount Due
2097155308	Apr 29, 2015	\$462.39

Late Payment Charge of \$3.32 applies after due date.

Amount Paid

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

One-Time Contribution \$

A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number: (402) 339-9550

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

SID 158  
C/O ADAMS & SULLIVAN P.C. LLO  
1246 GOLDEN GATE DR STE 1  
PAPILLION NE 68046-2843

PO BOX 3995  
OMAHA NE 68103-0995



01209715530810000004623900000046571201504297



PO BOX 6001  
RAPID CITY SD 57709-6001



Scan to Pay Now

Account Number: 3340 6759 18  
Service For: SARPY SID 158



Billing Date: Mar 30, 2015

Balance Forward	296.36
Current Month Charges - Due 04/20/15	159.10
<b>Total This Bill</b>	<b>\$455.46</b>

Customer Service: 1-888-890-5554 | 24-Hour Emergency: 1-800-694-8989 | Email: [custserv@blackhillscorp.com](mailto:custserv@blackhillscorp.com) | [www.blackhillsenergy.com](http://www.blackhillsenergy.com)

Your Account Summary (see following pages for details)

Previous Bill Total	\$296.36
Payments	0.00
<b>Balance Forward</b>	<b>296.36</b>

Current Month Charges:

Gas Service	159.10
<b>Total This Bill</b>	<b>\$455.46</b>

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

Your account contains a balance forward that must be paid immediately to stop collection activity.

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

< Detach here and return the bottom portion with your payment >



PO BOX 6001  
RAPID CITY SD 57709-6001

06501

Account Number: 3340 6759 18

Balance Forward	296.36
Current Month Charges - Due 04/20/15	159.10
<b>Total This Bill</b>	<b>\$455.46</b>
<b>Make checks payable to: Black Hills Energy</b>	
<b>ENTER AMOUNT ENCLOSED:</b>	

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

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



SARPY SID 158  
1246 GOLDEN GATE DR STE 1  
PAPILLION NE 68046-2843



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



334067591800000045546000000455466305

[www.blackhillsenergy.com/eBill](http://www.blackhillsenergy.com/eBill)




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**Details of Current Charges -- Gas Service for 17504 CORNHUSKER RD**

GAS SERVICE (NE051)

Meter Number: BHE139822

Reading 03/27/15 9231

Reading 02/25/15 9224

30 days

7 Hundred Cubic Feet (CCF)

x 1.1214 Gas Pressure Factor

x 1.0471 BTU Factor

**8 Total Billable Therms**

Your average daily usage was .27 Therms

Last year this period it was .34 Therms

**Billing Details for 02/25/15 - 03/27/15, 30 days.**

Customer Charge 18.50

Base Rate 8 therms @ \$.17245 1.38

PGA 8 therms @ \$.6085, 3/30 days 0.49

PGA 8 therms @ \$.65036, 27/30 days 4.68

State Regulatory Assessment 0.12

Pipeline Replacement Charge 1.48

State Sales Tax \$26.65 @ 5.5% 1.47

**Total Charge this Service \$28.12**



PO BOX 6001  
RAPID CITY SD 57709-6001



Scan to Pay Now

Account Number: 0867 6626 56  
Service For: SARPY SID 158

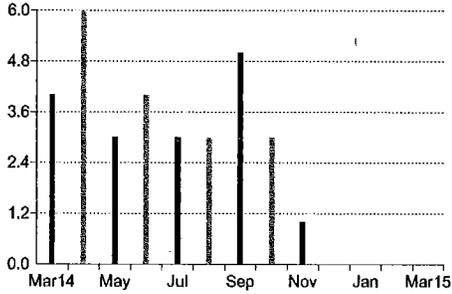


Billing Date: Mar 30, 2015

Balance Forward	66.45
Current Month Charges - Due 04/20/15	21.87
<b>Total This Bill</b>	<b>\$88.32</b>

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

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



	Days	Therms/Day	Cost/Day
This Month	30	.00	\$0.71
Last Month	29	.00	\$0.73
Last Year	29	.14	\$0.85

Your Account Summary (see following pages for details)

Previous Bill Total		\$138.09
Payments	THANK YOU	71.64 CR
<b>Balance Forward</b>		<b>66.45</b>
Current Month Charges:		
Gas Service		21.21
Fees/Adjustments		0.66
<b>Total This Bill</b>		<b>\$88.32</b>

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

A total of \$89.20 is due if full payment is not received by 04/20/2015.

Your account contains a balance forward that must be paid immediately to stop collection activity.

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

< Detach here and return the bottom portion with your payment >



PO BOX 6001  
RAPID CITY SD 57709-6001

06496

Account Number: 0867 6626 56

Balance Forward	66.45
Current Month Charges - Due 04/20/15	21.87
<b>Total This Bill</b>	<b>\$88.32</b>
<b>Make checks payable to: Black Hills Energy</b>	
<b>ENTER AMOUNT ENCLOSED:</b>	

SARPY SID 158  
1246 GOLDEN GATE DR STE 1  
PAPILLION NE 68046-2843



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

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



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



0867662656000000892000000088322305

www.blackhillsenergy.com/eBill

10203 South 152nd St  
Omaha, NE 68138



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

Contact@PremierWasteSolutions.com • www.PremierWasteSolutions.com

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March 31, 2015

Adams & Sullivan, P.C., L.L.O.  
Clerk of the District  
SID #158  
1246 Golden Gate Drive, Suite 1  
Papillion, NE 68046

## Partial Payment Request

RE: Solid Waste Collection & Disposal Services

Month: March 2015

574 houses (including park) x \$9.73 = \$5,594.75

**Total:** \$5,594.75

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

Providence Group, Inc.  
 8505 Makaha Court  
 Papillion, NE 68046-5616

Invoice No. 150015      04-06-15  
 Customer No. TIB

SID 158 TIBURON  
 c/o ADAMS & SULLIVAN, PC, LLO  
 1246 GOLDEN GATE DRIVE, #1  
 PAPIILLION, NE 68046  
 Attn. JENNIFER FETT

Terms: 18% APR interest rate applies to unpaid balances after 31 days, 05-07-15

Quant	Item No.	Item Description	Unit Price	Extension
6	LS158	LAST MONTH LIFT STATION STANDARD MAINTENANCE	300.00	\$1800.00
33	HRS	EXTRAORDINARY SERVICES	54.00	1782.00
1		MATERIALS & SUPPLIES: ELECTRODE COVERS	503.29	503.29
6	VDOUT	VERIZON DIALOUT ALARM SERVICE	26.00	156.00
10	MHFH	MAN HOLE FIREHOSE FLUSHING	123.00	1230.00
5		ENZYME MH DOUBLE DOUSING	160.00	800.00
-----> Note: LIFT STATION NON-STD ACTIVITIES: LS2 LIFT PIPE RESET. LS8 REPAIR/REPLACE VAC SOLENOID. LS1 NEW VAC GASKETS. eLECTRODE COVERS.				

Subtotal      \$6,271.29  
 \*Sales Tax: NOT APPLICABLE      .00  
 TOTAL AMOUNT DUE      \$6,271.29  
 =====

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

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

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

Invoice No. 150018      04-06-15  
 Customer No. TIB

SID 158 TIBURON  
 c/o ADAMS & SULLIVAN, PC, LLO  
 1246 GOLDEN GATE DRIVE, #1  
 PAPIILLION, NE 68046  
 Attn. JENNIFER FETT

Terms: 18% APR interest rate applies to unpaid balances after 31 days, 05-07-15

Quant	Item No.	Item Description	Unit Price	Extension
4	TIBPWS	LASTMONTH - COMMUNITY WATER WELL OPERATING FEE	1025.00	\$4100.00
75	HRS	EXTRAORDINARY SERVICE HOURS	54.00	4050.00
1		M&S, LAB FEES, PSI TRANSDUCERS, JC ELECTRIC	1041.20	1041.20
4	VDOUT	VERIZON DIALOUT ALARM SERVICE	26.00	104.00
-----> Note: SIGNIFICANT EVENTS: SPECIAL SAMPLES 3 WELLS. MAJOR WATER MAIN BREAK ON RIVIERA. CORNHUSKER WATER PRESSURE/DELIVERY ISSUES. KERSTEN WATER MAIN PROJECTS. LOW WATER PRESSURE ISSUES IN SE QUAD. SETUP NEW VFDS IN WELLS 1,2 & 4. START EARLY SUMMER VFD MULTIPLE SETUP TUNING FOR NEW DISTRIBUTION SYSTEM. PREP WATER QUQLITY REPORTS FOR PUBLICATION IN NEWSLETTER. KUMNGO WATER QUALITY ISSUES. REPLENISH ISS PRESSURE TRANSDUCER SUPPLY.				
			Subtotal	\$9,295.20
			*Sales Tax: NOT APPLICABLE	.00
			TOTAL AMOUNT DUE	\$9,295.20
>>> Please submit your payment with the top part of this invoice <<< =====				

TIBURON COMMUNITY WELL WATER PERIODIC REPORT  
 for the period: 03,2015

Generated: 03/31/2015  
 THIS PERIOD      LAST PERIOD

	THIS PERIOD	LAST PERIOD
WELL#1 (CORNHUSKER) KGALS USAGE..	581	0
WELL#2 (176TH ST) KGALS USAGE....	55	0
WELL#3 (FAIRWAY) KGALS USAGE.....	0	0
WELL#4 (180TH ST) KGALS USAGE....	3383	3209
WELL#5 (CORNHUSKER) KGALS USAGE....	0	54
WELL#1 (CORNHUSKER) GEN. HRS.	0	0
WELL#2 (176TH ST) GENERATOR HRS.	0	0
WELL#3 (FAIRWAY) GENERATOR HRS.	0	0
WELL#4 (180TH ST) GENERATOR HRS.	1.3	1.3
WELL#5 (CORNHUSKER) GEN. HRS.	0	0
WELL#1 DRAWDOWN FEET.....	0	0
WELL#1 VFD PUMP STARTS.....	<del>30000</del> N/A	0
WELL#2 DRAWDOWN FEET.....	0	0
WELL#2 VFD PUMP STARTS.....	<del>120705</del> N/A	0
WELL#3 DRAWDOWN FEET.....	0	0
WELL#3 VFD PUMP STARTS.....	0	0
WELL#4 DRAWDOWN FEET.....	0	0
WELL#4 VFD PUMP STARTS.....	<del>73726</del> N/A	2684
WELL#5 DRAWDOWN FEET.....	0	0
WELL#5 VFD PUMP STARTS.....	24	20
RELIEF HYDRANT KGAL OVERFLOW .....	0	0
CAR WASH METER KGAL USAGE .....	10200	813
STRIPMALL SPRINKLER METER KGAL USAGE	0	0
STRIPMALL REGULAR METER KGAL USAGE ..	40	33
KUM & GO TOP METER KGAL USAGE .....	0	0
KUM & GO BOTTOM METER KGAL USAGE ....	27	9
DUNKIN DONUTS METER KGAL USAGE .....	1	<del>171</del>
TOTAL WATER KGAL USAGE THIS MONTH	4030	3276
TOTAL WATER KGAL USAGE PER DAY...	130	117

=====

Kum N Go Memo

Non-Compliance with SM 9223B Total Coliform – 2<sup>nd</sup> occurrence

03/23/2015

Submitted by: Gerald Gutoski, Sarpy Co. SID158 Tiburon Drinking Water Operations  
[fieldrd@gmail.com](mailto:fieldrd@gmail.com)

402-250-2203 cell

Property owners are immediately required to determine source of coliform, whether in filters, backflow preventers or inline plumbing.

SID158 will provide environmental lab sample packs after repairs are made to ascertain compliance.

Failure to comply will result in water feed termination from the SID158 drinking water distribution system, per Nebraska HHS & federal EPA rules and regulations.

*ZLB*

**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: **353770** Date Received: **3/17/2015** Matrix: **Water**  
 Sample ID: **Initial Repeat for 350016, OR** Date Collected: **3/17/2015 10:40**  
 Sampled By: **NG** Date Reported: **3/18/2015**  
 \* Location: **Z2SC 10025 SO K 8TH** *Kum N Go*

Parameters	Results	Units	Qual	Report Limit	MCL	Analyzed	Bv
Analytical Method: SM 9223B - Colilert Quantitray							
Total Coliform	<u>7</u>	MPN/100mL		0		3/18/2015	TSW
E.coli	0	MPN/100mL		0		3/18/2015	TSW

**SAMPLE COMMENTS:**

[1] Monthly Total Coliform, March 2015

*\* Zone 2 SteeC  
10025 SO 168th St  
Kum N Go*

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



Public Health  
Environmental Lab

TIB

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

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

**ANALYTICAL RESULTS QUALIFIERS**

Workorder: Profile: Routine, Routine

Lab ID: 353773 Date Received: 3/17/2015 Matrix: Water  
Sample ID: Initial Repeat for 350016, DN Date Collected: 3/17/2015 10:30  
Sampled By: SYSLO, D Date Reported: 3/18/2015  
Location: DN 9913 173RD CIR

Parameters	Results	Units	Qual	Report Limit	MCL	Analyzed	Bv
Analytical Method: SM 9223B - Colilert Quantitray							
Total Coliform	0	MPN/100mL		0		3/18/2015	TSW
E.coli	0	MPN/100mL		0		3/18/2015	TSW

**SAMPLE COMMENTS:**

[1] Monthly Total Coliform, March 2015

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



Public Health  
Environmental Lab

EWB

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:	<b>353772</b>	Date Received:	<b>3/17/2015</b>	Matrix:	<b>Water</b>
Sample ID:	<b>Initial Repeat for 350016, UP</b>	Date Collected:	<b>3/17/2015 10:55</b>		
Sampled By:	<b>NG</b>	Date Reported:	<b>3/18/2015</b>		
Location:	<b>UP CLUBHOUSE</b>				

Parameters	Results	Units	Qual	Report Limit	MCL	Analyzed	Bv
Analytical Method: SM 9223B - Colilert Quantitray							
Total Coliform	0	MPN/100mL		0		3/18/2015	TSW
E.coli	0	MPN/100mL		0		3/18/2015	TSW

**SAMPLE COMMENTS:**

[1] Monthly Total Coliform, March 2015

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



Public Health  
Environmental Lab

TUB

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:	350016	Date Received:	3/11/2015	Matrix:	Water
Sample ID:	350016	Date Collected:	3/10/2015 11:45		
Sampled By:	SYSLO, D	Date Reported:	3/12/2015		
Location:	Z2SC 10025 SO K 8TH				

*Kum N Go*

Parameters	Results	Units	Qual	Report Limit	MCL	Analyzed	By
Analytical Method: SM 9223B - Collert							
Total Coliform	Total coliform present, does not meet bacteriological standards	cfu/100 ml		0		3/12/2015	TSW
E.coli	E. coli absent	cfu/100 ml		0		3/12/2015	TSW

*Handwritten arrow pointing from 'Total Coliform' to 'Total coliform present, does not meet bacteriological standards'*

**SAMPLE COMMENTS:**

[1] Monthly Total Coliform, March 2015

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



Public Health  
Environmental Lab

TIB

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

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

**ANALYTICAL RESULTS QUALIFIERS**

Workorder:

Profile: Routine, Routine

Lab ID:	<b>350017</b>	Date Received:	<b>3/11/2015</b>	Matrix:	<b>Water</b>
Sample ID:	<b>350017</b>	Date Collected:	<b>3/10/2015 12:00</b>		
Sampled By:	<b>SYSLO, D</b>	Date Reported:	<b>3/12/2015</b>		
Location:	<b>Z1SC 10111 SO 177TH</b>				

Parameters	Results	Units	Qual	Report Limit	MCL	Analvzed	Bv
Analytical Method: SM 9223B - Colilert							
Total Coliform	Total coliform absent, meets bacteriological standards	cfu/100 ml		0		3/12/2015	TSW
E.coli	E. coli absent	cfu/100 ml		0		3/12/2015	TSW

**SAMPLE COMMENTS:**

[1] Monthly Total Coliform, March 2015

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



Public Health  
Environmental Lab

ZVB

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:	<b>353771</b>	Date Received:	<b>3/17/2015</b>	Matrix:	<b>Water</b>
Sample ID:	<b>Initial Repeat for 350016, OT</b>	Date Collected:	<b>3/17/2015 10:17</b>		
Sampled By:	<b>SYSLO, D</b>	Date Reported:	<b>3/18/2015</b>		
Location:	<b>OT WELL 4</b>				

Parameters	Results	Units	Qual	Report Limit	MCL	Analyzed	Bv
Analytical Method: SM 9223B - Colilert Quantitray							
Total Coliform	0	MPN/100mL		0		3/18/2015	TSW
E.coli	0	MPN/100mL		0		3/18/2015	TSW

**SAMPLE COMMENTS:**

[1] Monthly Total Coliform, March 2015

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



Thompson, Dreessen & Dorner, Inc.  
 Consulting Engineers & Land Surveyors

**INVOICE**

Please remit to:  
 TD2 Nebraska Office  
 10836 Old Mill Road; Omaha, NE 68154  
 Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office  
 5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108  
 Office: 605/951-0886

SID #158 (TIBURON) SCN  
 MR. PATRICK SULLIVAN  
 ADAMS & SULLIVAN, P.C., L.L.O.  
 1246 GOLDEN GATE DRIVE  
 PAPIILLION, NE 68046

Invoice number 108896  
 Date 03/30/2015

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

Professional Services from February 9, 2015 through March 08, 2015

Communicate Information and Prepare 2015 Paving Repair Plans	\$5,100.00
Annual Storm Sewer Inspection and Report	1,177.65
Prepare for and attend S I D Board Meeting	172.50

Description	Current Billed
<b>Engineering Services</b>	6,450.15
<b>Total</b>	<b>6,450.15</b>

Invoice total 6,450.15

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
107222	11/10/2014	3,249.50					3,249.50
108128	01/21/2015	230.00			230.00		
108588	02/27/2015	172.50		172.50			
108896	03/30/2015	6,450.15	6,450.15				
	<b>Total</b>	<b>10,102.15</b>	<b>6,450.15</b>	<b>172.50</b>	<b>230.00</b>	<b>0.00</b>	<b>3,249.50</b>

*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.*

# City of Omaha

Date: 08-APR-15  
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  
1246 GOLDEN GATE DR #1

**Ship To :**

PAPILLION NE 68046

**Customer Number :** 32905

**Invoice Number :** 108498

**Terms :** 30 NET

**Transaction Type :** SEWER BILLING

**Total due :** \$ 15,896.68

**PLEASE RETURN TOP PORTION WITH REMITTANCE**

Item No	Description	Qty Invoiced	Unit Price	Extended Price
1	SEWER BILLING 499.72, 3.99, 6895.19, 2.233 - JAN 2015	1	15896.68	15896.68
	<b>SPECIAL INSTRUCTIONS</b>	<b>DUE DATE</b>		<b>TOTAL DUE</b>
	Invoice Number : 108498	08-MAY-15		\$15,896.68

# City of Omaha

Date: 17-APR-15

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  
1246 GOLDEN GATE DR #1

**Ship To :**

PAPILLION NE 68046

**Customer Number :** 32905

**Invoice Number :** 108843

**Terms :** 30 NET

**Transaction Type :** SEWER BILLING

**Total due :** \$ 12,753.44

**PLEASE RETURN TOP PORTION WITH REMITTANCE**

Item No	Description	Qty Invoiced	Unit Price	Extended Price
1	SEWER BILLING 499.72, 3.99, 5487.56, 2.233 - FEB 2015	1	12753.44	12753.44
	<b>SPECIAL INSTRUCTIONS</b>	<b>DUE DATE</b>		<b>TOTAL DUE</b>
	Invoice Number : 108843	17-MAY-15		\$12,753.44

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

Invoice No.	5020560
Invoice Date	02/28/2015
Billing Period	February
CDC	SID158S
Account #	04-SID158S
PO #	

SID 158 SARPY COUNTY  
 ADAMS & SULLIVAN PC  
 1246 GOLDEN GATE DR  
 SUITE 1  
 PAPILLION, NE 68046

Current Costs associated with your participation in Nebraska 811

Description	Amount
Regular Locate Fee: 15 Locates at \$0.95	\$14.25
ITIC Tickets Discount: 8 at \$0.35	(\$2.80)
Administrative Fee: 15 at \$0.15	\$2.25
<b>TOTAL:</b>	<b>\$13.70</b>

Terminal	Tickets								
SID158SP	15								

We are now accepting E-Checks and MasterCard / Discover payments. Please go to [www.occinc.com](http://www.occinc.com) for more information.

-----  
 REMITTANCE COPY

Company Name:	SID 158 SARPY COUNTY
Account Number:	04-SID158S
CDC:	SID158S
Invoice Number:	5020560
Invoice Date:	02/28/2015
Amount Due:	\$13.70

**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.	5030560
Invoice Date	03/31/2015
Billing Period	March
CDC	SID158S
Account #	04-SID158S
PO #	

SID 158 SARPY COUNTY  
 ADAMS & SULLIVAN PC  
 1246 GOLDEN GATE DR  
 SUITE 1  
 PAPHILLION, NE 68046

Current Costs associated with your participation in Nebraska 811

Description	Amount
Regular Locate Fee: 89 Locates at \$0.95	\$84.55
ITIC Tickets Discount: 55 at \$0.35	(\$19.25)
Administrative Fee: 89 at \$0.15	\$13.35
<b>TOTAL:</b>	<b>\$78.65</b>

Terminal	Tickets								
SID158SP	89								

*We are now accepting E-Checks and MasterCard / Discover payments. Please go to [www.occinc.com](http://www.occinc.com) for more information.*

-----  
 REMITTANCE COPY

Company Name:	SID 158 SARPY COUNTY
Account Number:	04-SID158S
CDC:	SID158S
Invoice Number:	5030560
Invoice Date:	03/31/2015
Amount Due:	\$78.65

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



**ADAMS & SULLIVAN** PC, LLO  
ATTORNEYS AT LAW

---

**1246 Golden Gate Drive  
Papillion, NE 68046  
(402) 339-9550  
Tax ID No. 47-0798754  
www.adamsandsullivan.com**

Allen Marsh  
SID 158  
9915 S. 148th Street  
Omaha, NE 68138

Date: 4/01/2015

Regarding: SID 158 - General Matters  
Invoice No: 15261

***Services Rendered***

<u>Date</u>	<u>Description</u>
4/01/2015	Legal services provided the District

---

Total Fees      \$2,000.00

Total New Charges

---

\$2,000.00

**AFFIDAVIT OF PUBLICATION**

STATE OF NEBRASKA }  
 } SS.  
County of Sarpy }

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

Wednesday, April 1, 2015 Papillion Times  
Thereafter, Wednesday, April 8, 2015 Papillion Times

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

Shon Barenklau OR Anne Lee  
Publisher Business Manager

Today's Date 4-8-2015  
Signed in my presence and sworn to before me:

Notary Public  
GENERAL NOTARY - State of Nebraska  
ELIZABETH M WHITE  
My Comm. Exp. December 22, 2018

Printer's Fee \$ 346.50  
Customer Number: 26207  
Order Number: 0001847224

ADAMS & SULLIVAN, P.C., L.L.O.  
ATTORNEYS AT LAW  
1246 GOLDEN GATE DRIVE, SUITE 1  
PAPILLION, NE 68046

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

Notice is hereby given that a meeting of the Chairperson and Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, held at 4:00 p.m. on February 26, 2015, there was introduced and placed on file the Resolution of Necessity hereinafter set forth, which Resolution will be considered for passage by the Chairperson and the Board of Trustees at a meeting to be held at 9015 South 148th Street, Omaha, Nebraska, on the 23rd day of April, 2016, at 4:00 p.m., at which time and place the Chairperson and Board of Trustees will hear objections as to the passage of said Resolution, and to the making of the Improvements proposed.

The meeting will be open to the public. The agenda for such meeting kept continuously current, is available for inspection at the principal office of the Board

at the above address. Such Agenda includes payment of the bills of the District and the consideration and passing (or amending and passing) said Resolution.

THEREAFTER, the Resolution may be amended or passed as proposed. Any petition opposing the Resolution of Necessity shall be filed with the Clerk of the District at 1246 Golden Gate Drive, Suite 1, Papillion, Nebraska, within three days before the date of the meeting for the hearing on the proposed Resolution of Necessity.

Said Resolution is as follows:  
**RESOLUTION FOR NECESSITY**  
BE IT RESOLVED by the Chairperson and Board of Trustees of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska:

Section 1. The Chairperson and Board or Trustees of Sanitary and Improvement District No. 158 of Sarpy County, find and determine that it is desirous of proposing a Resolution of Necessity for the purpose of Paving Repair - 2015.

Section 2. It is hereby declared to be necessary and advisable for the District to make repairs to the streets within the boundary of Sanitary & Improvement District No. 158 of Sarpy County, Nebraska and in connection therewith the description of the work to be performed is as follows:

Remove existing pavement and replace with 9" uniform thickness PCC paving in the following locations:  
**In Sawgrass Circle**

At a point 50 feet west of the center of the Sawgrass Circle cul-de-sac, remove and replace 67 square yards of pavement.  
**In Prestwick Avenue**

From a point at the approximate intersection of Prestwick Avenue and 176th Street, to the approximate intersection of Prestwick Avenue and 176th Avenue, at five locations, remove and replace 171 square yards of pavement.  
**In Troon Circle**

At a point 50 feet southwest of the center of the Troon Circle cul-de-sac, remove and replace 21 square yards of pavement.  
**In Cypress Street**

At a point 125 feet west of the intersection of the centerlines of Cypress Street and 170th Circle, remove and replace 26 square yards of pavement.  
**In Pinehurst Avenue**

At a point 90 feet east of the intersection of the centerlines of Pinehurst Avenue and 178th Street, remove and replace 57 square yards of pavement.  
**In Laquinta Circle**

At a point 80 feet east of the intersection of the centerlines of Laquinta Circle and 175th Circle, remove and replace 37 square yards of pavement.  
Also, at the center of the Laquinta Circle cul-de-sac, remove and replace 33 square yards of pavement.  
**In Cheyenne Road**

At a point 180 feet east of the intersection of the centerlines of Cheyenne Road and 168th Avenue, remove and replace 17 square yards of pavement.  
Also, at a point 50 feet east of the intersection of the centerlines of Cheyenne Road and 168th Avenue, remove and replace 21 square yards of pavement.  
**In Spyglass Drive**

At a point 30 feet west of the intersection of the centerlines of Spyglass Drive and 176th Street, remove and replace 42 square yards of pavement.  
Also, at a point 200 feet west of the intersection of the centerlines of Spyglass Drive and 176th Street, remove and replace 42 square yards of pavement.  
**In Ventana Circle**

At a point 20 feet west of the intersection of the centerlines of Ventana Circle

and 176th Street, remove and replace 15 square yards of pavement.  
**In Camelback Avenue**

At a point 100 feet west of the intersection of the centerlines of Camelback Avenue and 177th Street, remove and replace 160 square yards of pavement.  
Also, at a point 150 feet west of the intersection of the centerlines of Camelback Avenue and 177th Street, remove and replace 32 square yards of pavement.  
**In Muirfield Avenue**

At a point 40 feet southwest of the intersection of the centerlines of Muirfield Avenue and 177th Street, remove and replace 19 square yards of pavement.  
Also, at a point 190 feet southwest of the intersection of the centerlines of Muirfield Avenue and 177th Street, remove and replace 58 square yards of pavement.  
**In Colonial Avenue**

At a point 10 feet west of the intersection of the centerlines of Colonial Avenue and 176th Street, remove and replace 34 square yards of pavement.  
Also, at a point 20 feet east of the intersection of the centerlines of Colonial Avenue and 176th Street, remove and replace 51 square yards of pavement.  
Also, at the intersection of the centerlines of Colonial Avenue and 176th Circle, remove and replace 66 square yards of pavement.

Also, at a point 215 feet northwest of the intersection of the centerlines of Colonial Avenue and 176th Circle, remove and replace 66 square yards of pavement.  
Also, at a point 285 feet northwest of the intersection of the centerlines of Colonial Avenue and 176th Circle, remove and replace 44 square yards of pavement.  
Also, at a point 380 feet northwest of the intersection of the centerlines of Colonial Avenue and 176th Circle, remove and replace 114 square yards of pavement.

Also, at a point 170 feet southeast of the intersection of the centerlines of Colonial Avenue and Muirfield Avenue, remove and replace 172 square yards of pavement.  
**In 168th Avenue**

At a point 50 feet south of the intersection of the centerlines of 168th Avenue and Cheyenne Road, remove and replace 9 square yards of pavement.  
Also, at a point 690 feet south of the intersection of the centerlines of 168th Avenue and Cheyenne Road, remove and replace 22 square yards of pavement.  
**In 170th Circle**

At five locations between Cypress Street and the center of the 170th Circle cul-de-sac, remove and replace 344 square yards of pavement.  
**In 173rd Circle**

At a point 365 feet southerly from the intersection of the centerlines of 173rd Circle and Cornhusker Road, remove and replace 45 square yards of pavement.  
Also, at a point 710 feet southerly from the intersection of the centerlines of 173rd Circle and Cornhusker Road, remove and replace 42 square yards of pavement.  
Also, at a point 880 feet southerly from the intersection of the centerlines of 173rd Circle and Cornhusker Road, remove and replace 134 square yards of pavement.

Also, at a point 1150 feet southerly from the intersection of the centerlines of 173rd Circle and Cornhusker Road, remove and replace 255 square yards of pavement.  
**In 175th Circle**

At a point 830 feet north of the intersection of the centerlines of 175th Circle and Cornhusker Road, remove and replace 62 square yards of pavement.

Also, at five locations north from a point 590 feet northeast of the intersection of the centerlines of 175th Circle and Cornhusker Road, remove and replace 370 square yards of pavement.  
Also, at a point 80 feet north of the intersection of the centerlines of 175th Circle and Augusta Circle, remove and replace 45 square yards of pavement.

Also, at the center of the 175th Circle cul-de-sac, remove and replace 69 square yards of pavement.  
**In 176th Street**

At a point 570 feet northeast of the intersection of the centerlines of 176th Street and Cornhusker Road, remove and replace 45 square yards of pavement.  
Also, at a point 125 feet south of the intersection of the centerlines of 176th Street and Cornhusker Road, remove and replace 22 square yards of pavement.

Also, at a point 185 feet south of the intersection of the centerlines of 176th Street and Cornhusker Road, remove and replace 83 square yards of pavement.  
Also, at a point 20 feet southwest of the intersection of the centerlines of 176th Street and Pinehurst Circle, remove and replace 3 square yards of pavement.

At a point 190 feet southwest of the intersection of the centerlines of 176th Street and Pinehurst Circle, remove and replace 63 square yards of pavement.  
Also, at a point 250 feet southwest of the intersection of the centerlines of 176th Street and Pinehurst Circle, remove and replace 23 square yards of pavement.  
Also, at a point 295 feet southwest of the intersection of the centerlines of 176th Street and Pinehurst Circle, remove and replace 45 square yards of pavement.

Also, at a point 415 feet southwest of the intersection of the centerlines of 176th Street and Pinehurst Circle, remove and replace 36 square yards of pavement.  
Also, at a point 150 feet south of the intersection of the centerlines of 176th Street and Ventana Circle, remove and replace 89 square yards of pavement.

Also, at a point 330 feet north of the intersection of the centerlines of 176th Street and Riviera Drive, remove and replace 28 square yards of pavement.  
Also, at a point 30 feet north of the intersection of the centerlines of 176th Street and the south intersection of Spyglass Drive, remove and replace 55 square yards of pavement.  
**In 176th Avenue**

At a point 840 feet northerly of the intersection of the centerlines of 176th Avenue and Cornhusker Road, remove and replace 104 square yards of pavement.  
Also, at a point 685 feet northerly of the intersection of the centerlines of 176th Avenue and Cornhusker Road, remove and replace 89 square yards of pavement.

Also, at a point 440 feet northerly of the intersection of the centerlines of 176th Avenue and Cornhusker Road, remove and replace 45 square yards of pavement.  
Also, at a point 400 feet northerly of the intersection of the centerlines of 176th Avenue and Cornhusker Road, remove and replace 37 square yards of pavement.

Also, at a point 250 feet northerly of the intersection of the centerlines of 176th Avenue and Cornhusker Road, remove and replace 46 square yards of pavement.  
Also, at a point 130 feet northerly of the intersection of the centerlines of 176th Avenue and Cornhusker Road, remove and replace 69 square yards of pavement.  
**In 177th Street**

At a point 300 feet easterly of the intersection of the centerlines of 177th Street and Pinehurst Avenue, remove and replace 28 square yards of pavement.  
Also, at a point 420 feet north of the intersection of the centerlines of 177th Street and 178th Street, remove and

place 11 square yards of pavement.  
Also, at a point 60 feet north of the intersection of the centerlines of 177th Street and 178th Street, remove and replace 139 square yards of pavement.  
Also, at a point 32 feet south of the intersection of the centerlines of 177th Street and 178th Street, remove and replace 14 square yards of pavement.

Also, at a point 170 feet north of the intersection of the centerlines of 177th Street and Muirfield Avenue, remove and replace 68 square yards of pavement.  
Also, at a point 50 feet north of the intersection of the centerlines of 177th Street and Camelback Avenue, remove and replace 24 square yards of pavement.

Also, at a point 30 feet south of the intersection of the centerlines of 177th Street and Camelback Avenue, remove and replace 93 square yards of pavement.  
Also, at a point 200 feet south of the intersection of the centerlines of 177th Street and Camelback Avenue, remove and replace 130 square yards of pavement.

Also, at a point 350 feet southerly of the intersection of the centerlines of 177th Street and Camelback Avenue, remove and replace 86 square yards of pavement.  
Also, at a point 110 feet northwest of the intersection of the centerlines of 177th Street and Muirfield Avenue, remove and replace 21 square yards of pavement.

Also, at a point 25 feet northwest of the intersection of the centerlines of 177th Street and Muirfield Avenue, remove and replace 27 square yards of pavement.  
**In 178th Street**

At a point 20 feet south of the intersection of the centerlines of 178th Street and Cornhusker Road, remove and replace 10 square yards of pavement.  
Also, at a point 100 feet north of the intersection of the centerlines of 178th Street and Pinehurst Avenue, remove and replace 104 square yards of pavement.  
**In 179th Street**

At a point 70 feet north of the intersection of the centerlines of 179th Street and Pinehurst Avenue, remove and replace 89 square yards of pavement.  
Also, at a point 300 feet westerly of the intersection of the centerlines of 179th Street and Pinehurst Avenue, remove and replace 44 square yards of pavement.  
**In 179th Avenue**

At a point 350 feet southwest of the intersection of the centerlines of 179th Avenue and Bel Air Circle, remove and replace 176 square yards of pavement.

The above-described work is to include removing and replacing PCC integral curb and gutter, repair of subgrade, construction of sidewalk, adjusting manhole rings and covers to grade, sodding, and all other work necessary or incidental to the construction of 2015 Paving Repair in accordance with the plans and specifications.

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

Section 3: That the plans and specifications for Paving Repair - 2015 have been prepared by Thompson, Dreesen, & Dornier, Inc., consulting engineers employed by the District for such purpose, and on February 26, 2015, were filed with the Board of Trustees of the District. Said engineers have also made and on February 26, 2015, did file an estimate of the total costs of the proposed improvements, which costs as estimated by said engineers are as follows:

Estimated Total Construction Costs \$439,903.00  
Estimated Engineering, Testing, Staking Legal, Financial & misc.

costs \$109,980.00  
Estimated Total Project Cost \$549,883.00

Section 4: To pay the costs of said improvements, the Board of Trustees, after such improvements have been completed and accepted shall have the power to issue negotiable bonds to be called "Sanitary and Improvement Bonds", payable and bearing interest as provided by the statutes of the State of Nebraska.

The facilities proposed by this Resolution are designed to serve members of the general public on an equal basis; ownership and operation of said facilities shall be with the District or another political subdivision; the development of the land in the district for sale and occupation by the general public shall proceed with reasonable speed.

The Board shall have the power to assess, to the extent of special benefit, the cost of such portions of such improvements as are local improvements upon property found specially benefitted thereby. All special assessments which may be levied on property specially benefitted by such improvements shall, when collected, be set aside and constitute a sinking fund for the payment of the interest and principal of said bonds. The District shall cause to be levied annually a tax upon the assessed value of all taxable property in said District, except intangible property, which together with such sinking fund derived from special assessments, shall be sufficient for the payment of interest and principal of said bonds as the same become due.

If a petition opposing this Resolution, signed by property owners representing a majority of the front footage which may become subject to assessment for the cost of the Improvements as set forth herein, is filed with the Clerk of the District within three (3) days before the date of the hearing on this Resolution, this Resolution shall not be passed.

**SANITARY AND IMPROVEMENT DISTRICT NO. 158 OF SARPY COUNTY, NEBRASKA**  
By: Allen Marsh, Chairperson  
Attest: Patrick Lichter, Clerk

184224; 4/1, 4/8



Thompson, Dreesen & Dorner, Inc.  
Consulting Engineers & Land Surveyors

**INVOICE**

Please remit to:  
TD2 Nebraska Office  
10836 Old Mill Road; Omaha, NE 68154  
Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office  
5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108  
Office: 605/951-0886

SID #158 (TIBURON) SCN  
MR. PATRICK SULLIVAN  
ADAMS & SULLIVAN, P.C., L.L.O.  
1246 GOLDEN GATE DRIVE  
PAPILLION, NE 68046

Invoice number 108901  
Date 03/30/2015

Project 1592-109 168TH & CORNHUSKER  
WATER MAIN EXTENSIONS

Professional Services from February 9, 2015 through March 08, 2015

Description	Current Billed
Engineering Services	0.00
Design Development	0.00
Erosion Control Monitoring and Reporting Services	280.60
Surveying Services	0.00
<b>Total</b>	<b>280.60</b>

Invoice total 280.60

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
108129	01/21/2015	664.05			664.05		
108592	02/27/2015	1,831.86		1,831.86			
108901	03/30/2015	280.60	280.60				
	<b>Total</b>	<b>2,776.51</b>	<b>280.60</b>	<b>1,831.86</b>	<b>664.05</b>	<b>0.00</b>	<b>0.00</b>

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



Thompson, Dreesen & Dorner, Inc.  
 Consulting Engineers & Land Surveyors

**INVOICE**

Please remit to:  
 TD2 Nebraska Office  
 10836 Old Mill Road; Omaha, NE 68154  
 Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office  
 5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108  
 Office: 605/951-0886

SID #158 (TIBURON) SCN  
 MR. PATRICK SULLIVAN  
 ADAMS & SULLIVAN, P.C., L.L.O.  
 1246 GOLDEN GATE DRIVE  
 PAPHILLION, NE 68046

Invoice number 108902  
 Date 03/30/2015

Project 1592-109 168TH & CORNHUSKER  
 WATER MAIN EXTENSIONS

Professional Services from February 9, 2015 through March 08, 2015

Description	Current Billed
#3 Well Connection-Project Management and Construction Observation	115.46
Total	115.46

Invoice total 115.46

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
108130	01/21/2015	154.80			154.80		
108593	02/27/2015	1,115.55		1,115.55			
108902	03/30/2015	115.46	115.46				
	Total	1,385.81	115.46	1,115.55	154.80	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.*



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

**Invoice**

SARPY CO SID 158 GO BD 09A 4/15/09  
 ADAMS & SULLIVAN, PC  
 ATTN: PATRICK SULLIVAN  
 1246 GOLDEN GATE DR, STE 1  
 PAPIILLION NE 68046-2843

Invoice No: 20236  
 Invoice Date: 06/01/2015

CATEGORY	QUANTITY	RATE	AMOUNT
BALANCE CARRIED FORWARD:			\$0.00
PREVIOUS AMOUNT BILLED:	\$0.00		
AMOUNT RECEIVED:	\$0.00		
FLAT FEE ADMIN FEE ANNUAL			\$500.00
<b>TOTAL DUE</b>			<b>\$500.00</b>

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
500.00	0.00	0.00	0.00	0.00	500.00

PLEASE DETACH AND RETURN WITH PAYMENT

SARPY CO SID 158 GO BD 09A 4/15/09  
 ADAMS & SULLIVAN, PC  
 ATTN: PATRICK SULLIVAN  
 1246 GOLDEN GATE DR, STE 1  
 PAPIILLION NE 68046-2843

Invoice #: 20236  
 Invoice Date: 06/01/2015  
 Bill Code: 0185403664

**Total Due: 500.00**

Remit to:

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

Amount Enclosed:





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

**Invoice**

**SARPY CO 158 GO REF BD SERIES 2012**  
 ADAMS & SULLIVAN, PC  
 ATTN:PATRICK SULLIVAN  
 1246 GOLDEN GATE DR, STE 1  
 PAPHILLION NE 68046-2843

Invoice No: 20115  
 Invoice Date: 06/01/2015

CATEGORY	QUANTITY	RATE	AMOUNT
BALANCE CARRIED FORWARD:			\$0.00
PREVIOUS AMOUNT BILLED:		\$500.00	
AMOUNT RECEIVED:		\$500.00	
FLAT FEE ADMIN FEE ANNUAL			\$500.00
<b>TOTAL DUE</b>			<b>\$500.00</b>

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
500.00	0.00	0.00	0.00	0.00	500.00

PLEASE DETACH AND RETURN WITH PAYMENT

**SARPY CO 158 GO REF BD SERIES 2012**  
 ADAMS & SULLIVAN, PC  
 ATTN:PATRICK SULLIVAN  
 1246 GOLDEN GATE DR, STE 1  
 PAPHILLION NE 68046-2843

Invoice #: 20115  
 Invoice Date: 06/01/2015  
 Bill Code: 0185391380

**Total Due: 500.00**

Remit to:

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

Amount Enclosed:





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

**Invoice**

**SARPY CO 158 GO REF BD SERIES 2012**  
 ADAMS & SULLIVAN, PC  
 ATTN:PATRICK SULLIVAN  
 1246 GOLDEN GATE DR, STE 1  
 PAPILLION NE 68046-2843

Invoice No: 20116  
 Invoice Date: 06/01/2015

CATEGORY	QUANTITY	RATE	AMOUNT
BALANCE CARRIED FORWARD:			\$0.00
PREVIOUS AMOUNT BILLED:	\$250.00		
AMOUNT RECEIVED:	\$250.00		
FLAT FEE			
DISCLOSURE FEE			\$250.00
<b>TOTAL DUE</b>			<b>\$250.00</b>

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
250.00	0.00	0.00	0.00	0.00	250.00

PLEASE DETACH AND RETURN WITH PAYMENT

**SARPY CO 158 GO REF BD SERIES 2012**  
 ADAMS & SULLIVAN, PC  
 ATTN:PATRICK SULLIVAN  
 1246 GOLDEN GATE DR, STE 1  
 PAPILLION NE 68046-2843

Invoice #: 20116  
 Invoice Date: 06/01/2015  
 Bill Code: 0185391380

**Total Due:** 250.00

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

Amount Enclosed:



## Jennifer Fett

---

**From:** Karen Thienel <thienelk@midlandspkg.com>  
**Sent:** Monday, April 13, 2015 1:41 PM  
**To:** Paul Stoupa; Robin Stoupa  
**Cc:** Larry Hammer; Jennifer Fett; kathleen.krantz@yahoo.com; Jim Nixon; Danny and Penny Martz; Chuck And Sue Peck  
**Subject:** RE: FHOA  
**Attachments:** MailBox Pad.JPG

To all,

We (the FHOA board) are requesting permission to install an outdoor message board on the same concrete pad as the mailboxes. There is a photo of the mailbox pad attached. My thought would be to put the message board on the North end, facing South. It would be clearly visible to anyone getting their mail. I did ask our route supervisor at the post office if we could install one on the mailbox unit and he said no. He said they do not allow the mailbox units to be bulletin boards. It is a little difficult to see, but there is a sign taped on the mailbox now. That spot has been used for notices for as long as I have lived here...

The purpose of the outdoor message board is getting information to all of our residents without taping paper to the mailbox. We currently use email and hand delivery (if we do not have an email address). The FHOA board feels it would be an additional way of communicating with the residents. It would be used for posting minutes of the board meetings, notices and invitations.

If the SID doesn't pay for it, the FHOA board would put it to a vote. The cost of the board is approximately \$400.00. The installation is a simple process that shouldn't cost more than \$50.00.

The board I found is on the link below.

<http://www.informationcenters.com/outdoor-message-boards-promotion/small-vertical-message-boards#product-tabs>

Please let me know if you have any more questions or if a representative of our board should be at the SID meeting.

Karen Thienel  
FPHOA Secretary

---

**From:** Paul Stoupa [mailto:prstoupa@hotmail.com]  
**Sent:** Thursday, April 09, 2015 6:37 PM  
**To:** Robin Stoupa

**Cc:** Karen Thienel; Larry Hammer; Jennifer Fett  
**Subject:** Re: FHOA

Karen

Please provide a description of what you are requesting including pictures dimensions and specifications, why it's needed, where you are proposing to put it, who will pay for it, and be responsible for its maintenance. Submit to Jennifer Fett at Adams and Sullivan ([fett@adamsandsullivan.com](mailto:fett@adamsandsullivan.com)) our SID 158 attorney to put on the agenda. Paul

Sent from Paul's iPhone

On Apr 9, 2015, at 4:28 PM, Robin Stoupa <[rstoupa@hotmail.com](mailto:rstoupa@hotmail.com)> wrote:

I think you would need to approach the SID as the entrance islands are SID jurisdiction. Their next meeting is on 4th Thurs on April 23 at 4:30 PM at Sap brothers office. Will copy Paul and Larry on the email.  
Robin

Sent from Robin's iPhone

On Apr 9, 2015, at 1:48 PM, Karen Thienel <[thienelk@midlandspkg.com](mailto:thienelk@midlandspkg.com)> wrote:

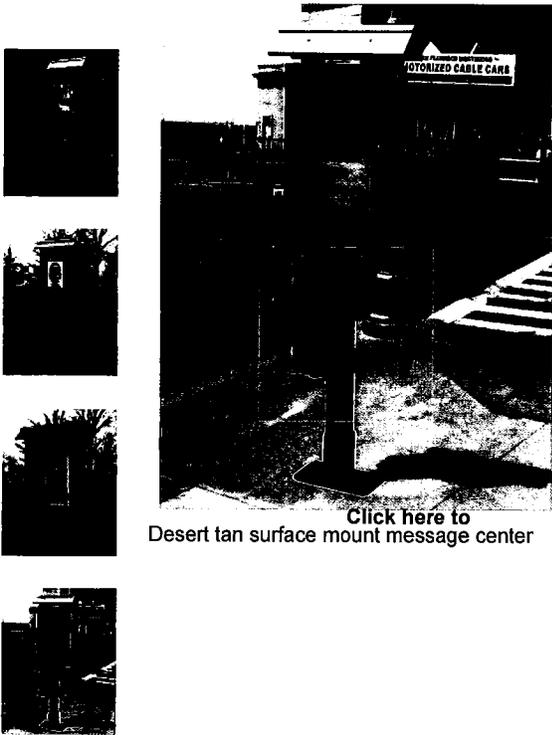
Hi Robin,

Do you know who I would contact to discuss putting a 'message board' at the entrance of our neighborhood? I wanted to put one on the mailboxes but the post office said no.

Karen Thienel  
Account Manager  
Midlands Packaging Corporation  
402-578-1120  
[thienelk@midlandspkg.com](mailto:thienelk@midlandspkg.com)

Home > Small Vertical Message Boards

# Small Vertical Message Boards



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Message Center Frame & Posts: Recycled plastic

Viewing Area: 12.50" w x 20.5" h

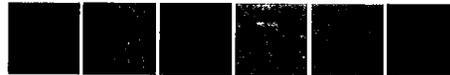
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Standard corkboard with option to upgrade to recycled rubber tackboard

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Number of Sides ( Choose an (

ING	SFM
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