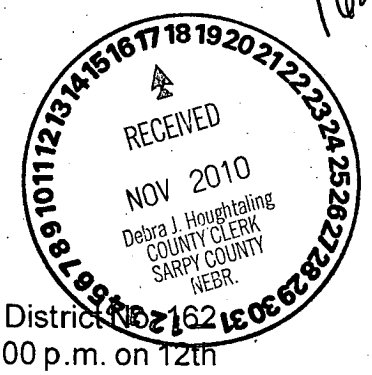
162

RECEIVED
NOV 2010
Debra J. Houghtaling
COUNTY CLERK
SARPY COUNTY
NEBR.



MINUTES OF MEETING OF BOARD OF TRUSTEES OF SANITARY AND IMPROVEMENT DISTRICT NO. 162 OF SARPY COUNTY, NEBRASKA

The meeting of the Board of Trustees of Sanitary and Improvement District No. 162 of Sarpy County, Nebraska was convened in public and open session at 4:00 p.m. on 12th day of October, 2010 at 11605 Arbor Street, Suite 104, Omaha, Nebraska. Present were the following Trustees: Richard L. Hansen, Nancy Wackerhagen, and Wes Lyons. Absent were the following Trustees: Jim Nichols and Jay Graham. Present by invitation were Ronald W. Hunter, attorney for the District, and Kristi Weispfenning, his assistant. Notice was given in advance thereof by publication in the Papillion Times on October 7, 2010, the Proof of Publication being attached to these Minutes. Notice of the meeting was given to all of the Trustees, a copy of their Acknowledgment of Receipt of Notice being attached to these Minutes. Availability of the Agenda was communicated in the published Notice and in the Notice to the Trustees of the meeting. All proceedings of the Board were taken while the convened meeting was held open to the attendance of the public.

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

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

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

The Chairman stated the first order of business was a discussion regarding property owner questions or concerns. Trustee Wackerhagen asked if all of the tree branches which were hanging over the property owned by Mr. Costanzo have been removed. The Chairman stated that he would contact Royal Lawns regarding this matter. Trustee Wackerhagen also stated that Mr. Herman has removed the trees which were planted on the access easement.

The Chairman stated the next order of business was an update from the engineers. Ms. Weispfenning stated that the metal grate across the exit of the Harrison Box Culvert has been installed. Ms. Weispfenning also stated that Linhart Construction has grouted the Harrison Culvert Pavers and have repaired the damaged erosion control fabric.

Ms. Weispfenning also reported that the City of Omaha has accepted the bid for repairing the sanitary sewer crossing in Mission Creek. Once approval has been approved by the City Council, the work will begin.

The Chairman stated the next order of business was a discussion regarding a letter,

dated October 2, 2010, from Gary and Kathy Herman regarding damage to their sprinkler head. After a full and complete discussion, the following Resolution was proposed by Trustee Lyons and seconded by Trustee Wackerhagen, to-wit:

> RESOLVED, that the Board of Trustees of SID 162 hereby approve reimbursement in the amount of $300.56 to Mr. and Mrs. Herman for repair of a damaged sprinkler system.

On the foregoing Resolution, the following Trustees voted "aye": Trustees Wackerhagen, Lyons, and Hansen; voting "nay" thereon were the following: none. The Chairman then declared said Resolution was duly carried and adopted.

The Chairman stated the next order of business was a discussion regarding Snow Removal Contract. After a full and complete discussion, the following Resolution was proposed by Trustee Wackerhagen and seconded by Trustee Lyons, to-wit:

> RESOLVED, that Ms. Weispfenning is hereby requested to update the Snow Removal Contact at the same prices as in previous years and send the contract to Royal Lawns for signature.

On the foregoing Resolution, the following Trustees voted "aye": Trustees Wackerhagen, Lyons, and Hansen; voting "nay" thereon were the following: none. The Chairman then declared said Resolution was duly carried and adopted.

The following are reporting items for the Trustees' information and required no action: Sarpy County Treasurer General Ledger Balances as of September, 2010.

The Trustees agreed that the next Board of Trustees meeting shall be held at 4:00 p.m. on November 9, 2010 at 4:00 p.m. at 11605 Arbor Street, Suite 104, Omaha, Nebraska.

The Chairman stated the last item on the Agenda was to pay the following bills, statements and/or invoices attached. Upon motion made by Trustee Wackerhagen and seconded by Trustee Lyons, the following Resolutions were proposed, to-wit:

> BE IT RESOLVED, by the Board of Trustees of Sanitary and Improvement District No.162 of Sarpy County, Nebraska, that the Chairman and Clerk be and they are hereby directed and authorized to execute and deliver General Fund Warrant Nos. 5476 through General Fund Warrant No. 5484 of the District, dated the day of this meeting, to the following payees and in the following amounts, said Warrants to be drawn on the General Fund of the District and to draw interest at the rate of seven percent (7%) per annum, to be redeemed no later than

October 12, 2013, 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. 5476 in the amount of $10.73 made payable to WORLD HERALD MEDIA GROUP, per Customer No. 154004, Order No. 0001292360-01, attached.

WARRANT NO. 5477 in the amount of $3,916.73 made payable to O.P.P.D., per Account No. 4393100041, dated 09/29/10, attached.

WARRANT NO. 5478 in the amount of $855.72 made payable to HGM ASSOCIATES, INC., per Client No. 7241, Invoice No. 702310-3, attached.

WARRANT NO. 5479 in the amount of $214.11 made payable to CHOREPRO, per Invoice No. 1343, attached.

WARRANT NO. 5480 in the amount of $3,538.00 made payable to NEBRASKA WELDING LTD, per Invoice No. 17704, attached.

WARRANT NO. 5481 in the amount of $2,050.00 made payable to HIDERBRAND CONSTRUCTION, PER Invoice No. 65, attached.

WARRANT NO. 5482 in the amount of $12,796.00 made payable to ROYAL LAWNS, INC., per Invoice No. 590, attached.

WARRANT NO. 5483 in the amount of $4,694.59 made payable to RONALD W. HUNTER, per Statements dated 09/10/10 and 10/12/10, attached.

WARRANT NO. 5484 in the amount of $300.56 made payable to GARY AND KATHY HERMAN, per Reimbursement for sprinkler system damage, attached.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 162 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. 162 of Sarpy County, Nebraska, that the District hereby covenants, warrants and agrees as follows: (a) to take all actions necessary under current federal law to maintain the tax exempt status (as to taxpayers generally) of interest on the above Warrants; and (b) to the extent that it may lawfully do so, the District hereby designates the above Warrants as its "qualified tax exempt obligations" under Section 265(b)(3)(B)(I)(III) of the Internal Revenue Code of 1986 as amended and covenants and

warrants that the District does not reasonably expect to issue Warrants or Bonds or other obligations aggregating in the principal amount of more than $5,000,000.00 during the calendar year in which the above Warrants are to be issued.

BE IT FURTHER RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 162 of Sarpy County, Nebraska that this and the preceding Resolutions are hereby adopted as the Certificate with Respect to Arbitrage of the District hereby further certify, as of the date of the registration of the above Warrants with the County Treasurer of Sarpy County, Nebraska, as follows:

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

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

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

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

On the foregoing Resolutions, the following Trustees voted "aye": Trustees

Wackerhagen, Lyons, and Hansen; voting "nay" thereon were the following: none. The Chairman then declared said Resolutions were duly carried and adopted.

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

RICHARD HANSEN , Chairman

NANCY WACKERHAGEN, Clerk

WES LYONS, Trustee

ABSENT
JIM NICHOLS, Trustee

ABSENT
JAY GRAHAM, Trustee

ACKNOWLEDGMENT OF RECEIPT
OF
NOTICE OF MEETING

THE UNDERSIGNED Trustees of Sanitary and Improvement District No. 162 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 October 12, 2010 at 11605 Arbor Street, Suite 104, Omaha, Nebraska.

DATED this 12th day of October, 2010.

RICHARD L. HANSEN, Chairman

NANCY WACKERHAGEN, Clerk

WES LYONS, Trustee

JIM NICHOLS, Trustee

JAY GRAHAM, Trustee

CERTIFICATE

The undersigned hereby certify that they are the Chairman and Clerk of Sanitary and Improvement District Number 162 of Sarpy County, Nebraska, (the "District") and hereby further certify as follows:

1. Annexed to this certificate is a true and correct transcript of the proceedings of the Board of Trustees of the District relating to a meeting of said District held on the date and at the time reflected in the meeting minutes contained in said foregoing transcript (the "Meeting"). All of the proceedings of the District and of the Board of Trustees thereof which are set out in the annexed and foregoing transcript have been fully recorded in the journal of proceedings of the District and the undersigned District Clerk has carefully compared the annexed and foregoing transcript with said journal and with the records and files of the District which are in such Clerk's official custody and said transcript is a full, true and complete copy of said journal, records and files which are set out therein.

2. Advance notice for the Meeting was given by publication as set forth in the affidavit of publication contained in the foregoing transcript and was given to the Clerk of the municipality or county within whose zoning jurisdiction the District is located at least seven days prior to the date of the Meeting. Advance notice for the Meeting, including notice of agenda subjects, was given to all members of the Board of Trustees. All news media requesting notification of meetings of said body were provided with advance notice of the times and places of such meetings and the subjects to be discussed.

3. All of the subjects addressed at the Meeting were contained in the agenda for the Meeting, which agenda was kept continually current and readily available for public inspection at the address listed in the meeting notice for the Meeting and a copy of which is attached to this Certificate; such subjects were contained in said agenda for at least 24 hours prior to the Meeting and each agenda item was sufficiently descriptive to give the public reasonable notice of the matters to be considered at the Meeting.

4. A current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during the Meeting in the room in which such Meeting was held and all in attendance at the Meeting were informed that such copy of the Nebraska Open Meetings Act was available for review and were informed of the location of such copy in the room in which such Meeting was being held. At least one copy of all resolutions and other reproducible written materials, for which actions are shown in said proceedings, was made available for examination and copying by members of the public at the Meeting.

5. The minutes of the Meeting were in written form and available for public inspection within ten (10) working days after the Meeting or prior to the next convened meeting, whichever occurred earlier, at the office of the District; within thirty (30) days after the date of the Meeting, a copy of the minutes of the Meeting was sent to the Clerk of the municipality or county within whose zoning jurisdiction the District is located.

6. No litigation is now pending or threatened to restrain or enjoin the District from

the issuance and delivery of any warrants or other obligations issued by the District or the levy and collection of tax or other revenues or relating to any of the improvements for which any such warrants or other obligations were or are issued nor in any manner questioning the proceedings and authority under which any such warrants or other obligations were or are issued or affecting the validity thereof; neither the corporate existence or boundaries of the District nor the title of its present officers to their respective offices is being contested; no authority or proceedings for the issuance of any warrants or other obligations by the District have been repealed, revoked or rescinded as of the date hereof. All actions taken by the Board of Trustees referred to in said transcript were taken at a public meeting while open to the attendance of the public.

IN WITNESS WHEREOF, we have hereunto affixed our official signatures this 12th day of October, 2010.

Richard L. Hansen
Chairman

Clerk

AFFIDAVIT OF PUBLICATION

STATE OF NEBRASKA }
} SS.
County of Sarpy }

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

Thursday, October 7, 2010 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.

Kirk Hoffman

Shon Barenklau OR Kirk Hoffman
Publisher Business Manager

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

NOTICE OF MEETING
Sanitary and Improvement District
No. 162 of Sarpy County, Nebraska

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 162 of Sarpy County, Nebraska, will be held at 4:00 p.m. on Tuesday, October 12, 2010, at 11605 Arbor Street, Suite 104, Omaha, Nebraska, which meeting will be open to the public. An Agenda for such meeting, kept continuously current, is available for public inspection at the office of the Chairman of the Board of the District at 11605 Arbor St., Suite104, Omaha, Nebraska and includes payment of bills of the District.

NANCY WACKERHAGEN,
Clerk of the District
1292360; 10/6

Today's Date 10-05-2010
Signed in my presence and sworn to before me:

Jessica C. Erwin

Notary Public

GENERAL NOTARY- State of Nebraska
JESSICA C. ERWIN
My Comm. Exp. Mar. 12, 2013

Printer's Fee $ 10.73
Customer Number: 154004
Order Number: 0001292360

AGENDA

Meeting of the Board of Trustees of Sanitary and Improvement District No. 162 of Sarpy County, Nebraska:

Richard L. Hansen, Chairman
Nancy Wackerhagen, Clerk
Jay Graham, Trustee
Wes Lyons, Trustee
Jim Nichols, Trustee

Meeting held at 4:00 p.m. on October 12, 2010 at 11605 Arbor Street, Suite 104, Omaha, Nebraska.

1. Call meeting to order and roll call.

2. The Chairman to state to all in attendance that a current copy of the Nebraska Open Meetings Act is available for review and indicate the location of such copy in the room where the meeting is being held.

3. Property owner questions or concerns.

4. Update from the engineers.

5. Discussion regarding a letter, dated October 2, 2010, from Gary and Kathy Herman regarding damage to their sprinkler head.

6. Discussion regarding Snow Removal Contract.

7. The following are reporting items for the Trustees' information and required no action: Sarpy County Treasurer General Ledger Balances as of September, 2010.

8. Set the next meeting date.

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

   A. World Herald Media Group
   Customer No. 154004
   Order No. 0001292360-01 — 10.73

   B. O.P.P.D.
   Account No. 4393100041
   Dated 09/29/10 — 3,916.73

C.	HGM Associates, Inc. Client No. 7241 Invoice No. 702310-3		855.72
D.	ChorePro Invoice No. 1343		214.11
E.	Nebraska Welding LTD Invoice No. 17704		3,538.00
F.	Hlderbrand Construction Invoice No. 65		2,050.00
G.	Royal Lawns, Inc. Invoice No. 590		12,796.00
H.	Ronald W. Hunter Statement dated 09/10/10 Statement dated 10/12/10 Statement dated 10/12/10	3,000.00 59.59 1,635.00	4,694.59

10. Adjourned.

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

Clerk

HGM ASSOCIATES, INC.

ENGINEERING PROJECTS
STATUS REPORT

MILLARD PARK
SID No. 162

BOARD MEETING 10/12/2010

NORTH CHANNEL

- The Metal Grate across the exit of the Harrison Box Culvert has been installed.
- Linhart Construction has grouted the Harrison Culvert Pavers and repaired the damaged erosion control fabric.

MISCELLANEOUS ACTIVITY / RESIDENT ISSUES

- Sanitary Sewer Crossing in Mission Creek: The City received bids on the project the low bidder did not provide all the information requested for the bid and they had to select the 2nd low bidder which is Navarro. The selection goes to City Council on Oct 19.

SID 162 10/2/10

Dear Sirs,

My name is Gary Herman and along with my wife, Kathy we own the house at 6908 S 164th Avenue, also known as lot 32, Millard Park Replat 5. We have been here since July 2005. Last fall there was extensive work done on the creek repair that resulted in heavy equipment being brought in at the far west end of our property. This equipment damaged our sprinkler system and the concrete sidewalk and curb. We called the SID to inform them last fall and they were aware of the damages.

This spring we started up our sprinkler system and the two sprinkler heads and some of the sprinkler pipe had been crushed by the construction equipment. We contacted the J&J Sprinkler Company to come out and start up our sprinklers. They normally charge $57.00 to startup the sprinkler system. Because of the extensive damage done by the construction company they had to come out two times for parts & labor to repair the sprinkler system.

We submitted the two bills that we long ago had paid to J&J as directed by Dave Harnish so he could submit the request to the SID board. We told him we would like the parts and labor above the initial hour to start up the system. Now you are asking for more information.

We would appreciate if you would reimburse us for the expense of the parts that were necessary due to the damage. We provided the two separate invoices for the two sprinkler heads at $24.00 each, five funny pipes at .90 each, four funny pipe fittings at 1.08 each, two one inch saddles at $5.50 each, as well as four of the five labor hours required at $57.00 per hour to repair the damage that was done.

We were told that we would be reimbursed for the damages done to our sprinkler system. We have provided information and invoices for expenses we have incurred. We have answered questions regarding the damages. If there is anything else please contact us. We have provided all that was requested but have not yet been reimbursed for any expenses that we have incurred. You can reach us at 895-7015 if you have any questions. Please contact us if you do. Thank you for your consideration and we look forward to hearing from you.

Sincerely,

Gary & Kathy Herman

J & J Lawn Sprinkler Company
13335 Shirley Street
Omaha, Ne 68144

Date	Invoice #
5/27/2010	14656

Federal ID No.
47-0802549

Gary Hermann
6908 S. 164th Avenue
Omaha, NE 68136

Terms	Due Date	Phone	Alt. Phone
Net 30	6/26/2010	895-7015-Home	

Quantity	Description	Rate	Amount
3	Labor to repair system	57.00	171.00
1	Rain Bird 5004 Plus Gear Head	24.00	24.00 T
2	Funny Pipe	0.90	1.80 T
2	Funny Pipe Fittings	1.08	2.16 T
2	1" Saddle	5.50	11.00 T

Sales Tax (7.0%) $2.72

Total 212.68

A FINANCE CHARGE WILL BE ADDED TO [illegible]

Phone #
[illegible]

J & J Lawn Sprinkler Company
[illegible] Shirley Street
Omaha, Ne 68144

Date	Invoice #
[illegible]	[illegible]

Payment Rec'd

[illegible]

Gary Hermann
[illegible] S. 164th Avenue
Omaha, NE 68136

Terms	Due Date	Phone	Alt. Phone
Net 30	[illegible]	[illegible]	[illegible]

Quantity	Description	Rate	Amount
2	Service Call (Hours of Labor)	57.00	114.00
1	Rain Bird [illegible] Plus Gear Head	24.00	24.00
3	Funny Pipe	0.90	2.70
2	Funny Pipe Fittings	1.08	2.16

[illegible]
[illegible] DUE TO CONSTRUCTION ON
[illegible]

Sales Tax (7.0%) $ 2.00

Total 144.88

A FINANCE CHARGE WILL BE ADDED TO ALL PAST DUE INVOICES

Phone #
[illegible]

CONTRACT AGREEMENT

THIS AGREEMENT, Made this ?st day of October 2009 by and between SID 162, Sarpy County,

Hereinafter called the Owner and __Royal Lawns Inc._ hereinafter called the Contractor.

Phone _____, cell __312-8912__

WITNESSETH, that WHEREAS, the Contractor has heretofore entered into a contract with the Owner to perform certain labor and fu...sh certain materials for the completion of the contract as detailed in the contract agreement, and as shown on the plat for the project Snow Removal and Ice Control in SID 162.

The Contractor Agrees As Follows:

I. To furnish all labor, material, skill and instrumentality's, and to perform all the work necessary or incidentally required for the completion of the aforesaid project as follows:

Item Description

1. Clearing of Snow and Ice from Harrison Street Sidewalk from 156th to 168th Streets
2. Clearing of Snow and Ice from Gertrude Street Sidewalks at outlot 1
3. Clearing of Snow and Ice from Lot 218 Walking Trail and Sidewalk
4. Clearing of Snow and Ice from 167th Street Sidewalk and Ramp
5. Clearing of Snow and Ice from 167th Circle Sidewalk
6. Clearing of Snow and Ice from Josephine Street Sidewalk at lot 16R
7. Clearing of Snow and Ice from Timberline Drive Sidewalks at outlots 7, 8,9,10 &11
8. Clearing of Snow and Ice from 165th Street Sidewalk at outlot 10
9. Clearing of Snow and Ice from 156th Street Sidewalk
10. **Snow shall not be removed from the walking trail** _____

Payment will be made for removal of snow and ice from 1" to 6" at $__500.00_____,
Payment will be made for removal of snow and ice from 6" to 12" at $__500.00_____,
Payment will be made for removal of snow and ice over 12"at $__600.00_____,

The Items, 1 through 9 above, are for perpetual removal of snow and ice for the 2007 to 2008 winter season. Payment will be made for removal of snow and ice for each snow fall. A snow fall shall be the snow fall from a weather front in a 24 hour period. The removal will be done within 24 hours after the snow fall has ended.

II. To pay for all materials, skill, labor and instrumentality's used in, or in conjunction with, the performance of this contract, when and as bills or claims therefore become due, and to save and protect the premises and the Owner from all claims and mechanics' liens on account thereof, and to furnish satisfactory evidence to the Owner if required, that he has completed the above requirements.

III. To begin the work herein contracted for on the date of the commencement of the contract and to repeat the snow removal and ice control as needed thereafter, through the and of the contract on April 30, 2007.

I 'o obtain, effect, maintain and pay for public liability, property damage, and workers compensation insurance wherein this contract is to be performed and to furnish a certificate of insurance to the owner. Additional Insured Shall Include SID 162, Sarpy County. ($1,000,000 General, Med Exp. $5000 (any one person), Damage to any Premises $100000)

V. To repair or replace, or pay for repairs or replacement of, trees, fences, or other landscaping, damaged in the course of the snow removal and ice control. Chemical damage to concrete surfaces will not be claimed against the contractor.

VI. Not to assign this contract or sublet the same, or any part thereof covering work to be performed at the site of the project named in this agreement, without first obtaining the written consent of the Owner.

VII. That no extra work shall be allowed or changes made by the Contractor, or paid for by the Owner unless and until authorized by the Owner or his representative, in writing before the work and/or changes are begun.

VIII. To comply with all Federal, State and Local laws, codes and regulations effective where the work is to be performed under this contract, and to pay all fees, taxes and expenses connected with such compliance and also to pay all taxes imposed by any State of Federal Law or any employment insurance, pensions, old age retirement funds or any similar purpose.

IX. That the Owner shall not be liable for, nor bound in any respect to the Contractor for, the payment to him on his monthly or final estimates of any money in excess of the amount due based on the prorated completion under the contract.

X. To furnish to the owner, a monthly invoice, for each of the snow falls occurring during that month, throughout the duration of the contract.

XI. To coordinate the work with the Owners' Representative, Richard Hansen at 891-0607

The Owner Agrees As Follows:

A. To provide to the Contractor, a subdivision map showing all areas of snow removal and ice control covered under this contract.

B. To pay to the Contractor for the full, faithful and prompt performance of this agreement, subject to all of the terms and conditions thereof, the sum stated in paragraph I., as follows: Monthly payments, based on snowfall estimates that have been submitted by the Contractor and approved by the Owners' Representative.

C. That where arbitration of dispute is granted the Contractor, under the terms of this contract, on the project covered by this agreement, such right of arbitration shall be heard by the Owner and the Owners' Representative.

Definitions:

S Removal and Ice Control means the perpetual removal of snow, by manual or mechanical means, from the concrete surfaces described ir.. ,ragraph I. above, and to chemically treat the concrete surfaces to thwart the accumulation of ice

IN WITNESS WHEREOF, the Owner and Contractor have hereunto set their hands in duplicate the day and year first above written.

SID 162, Sarpy County Owner

By

FUND: 8062 SID #162 GENERAL	M-T-D	Y-T-D
10100 - BEGINNING CASH ON HAND	152,726.49	184,609.37
15100 - BEGINNING INVESTMENT ON HAND	0.00	0.00
BEGINNING BALANCE:	152,726.49	184,609.37
TAX RECEIPT COLLECTIONS:		
30135 - 2009 PERS PROP TAX	179.91	789.32
30335 - 2009 REAL ESTATE TAX	796.27	128,978.61
TAX RECEIPT TOTALS:	976.18	129,767.93
34401 - HOMESTEAD EXEMP ALLOCATION	0.00	968.93
OTHER RECEIPT TOTALS:	0.00	968.93
60000 - DISBURSEMENTS	-56,498.78	-215,566.50
60001 - PROPERTY TAX COMMISSION	-19.52	-2,595.36
10000 ENDING CASH ON HAND	97,184.37	97,184.37
15100 ENDING INVESTMENT ON HAND	0.00	0.00
GRAND TOTALS	97,184.37	97,184.37

FUND: 8362 SID #162 BOND	M-T-D	Y-T-D
10100 - BEGINNING CASH ON HAND	40,266.06	204,536.46
15100 - BEGINNING INVESTMENT ON HAND	929,376.19	429,710.36
BEGINNING BALANCE:	969,642.25	634,246.82
TAX RECEIPT COLLECTIONS:		
30135 - 2009 PERS PROP TAX	474.32	2,080.94
30335 - 2009 REAL ESTATE TAX	2,099.24	340,034.59
TAX RECEIPT TOTALS:	2,573.56	342,115.53
34401 - HOMESTEAD EXEMP ALLOCATION	0.00	2,554.46
51001 - INTEREST ON INVESTMENTS	0.00	89.83
OTHER RECEIPT TOTALS:	0.00	2,644.29
60001 - PROPERTY TAX COMMISSION	-51.47	-6,842.30
15100 - INVESTMENTS	39,979.78	539,645.61
10000 ENDING CASH ON HAND	2,808.37	2,808.37
15100 ENDING INVESTMENT ON HAND	969,355.97	969,355.97
GRAND TOTALS	972,164.34	972,164.34

The Omaha World-Herald Ad Order Confirmation

Ad Content

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

NOTICE OF MEETING
Sanitary and Improvement District
No. 162 of Sarpy County, Nebraska

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 162 of Sarpy County, Nebraska, will be held at 4:00 p.m. on Tuesday, October 12, 2010, at 11605 Arbor Street, Suite 104, Omaha, Nebraska, which meeting will be open to the public. An Agenda for such meeting, kept continuously current, is available for public inspection at the office of the Chairman of the Board of the District at 11605 Arbor St., Suite104, Omaha, Nebraska, and includes payment of bills of the District.
NANCY WACKERHAGEN,
Clerk of the District
1292360; 10/6

Ad Number 0001292360-01
Sales Rep. jerwin
Order Taker jerwin
Ad Type SNI Legals
Ad Size
1.0 X 26 Li
PO Number SID 162
Color B&W
Promo Type
Customer
RONALD HUNTER LAW OFFIC
Customer Account
154004
Customer Address
11605 ARBOR ST, #104
OMAHA NE 68144 USA
Customer Phone
(402)397-6965
Ordered By
Special Pricing
None
Invoice Text
SID 162
Materials
Ad Order Notes

Tear Sheets	Proofs	Blind Box
0	0	

Net Amount	Total Amount
$10.73	$10.73

Payment Method

Payment Amount	Amount Due
$0.00	$10.73

Product Information	Placement/Classification	Run Dates	# Inserts	Cost
SNI Classified::	Papillion Legals	10/7/2010	1	$10.73
	SNI Legal Papillion-Appears i			

Account Number	Due Date	Total Amount Due
4393100041	Oct 20, 2010	$9,907.31

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

Customer Name: SID 162 SARPY
Statement Date: September 29, 2010

Billing Information for service address: 15600 HARRISON ST,STL2, OMAHA NE

Billing Period From **8-30-2010** To **9-29-2010** @30 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	$3,712.54	0.00	3,916.73

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

Sales Tax	204.19
Total Charges	$3,916.73
Previous Balance	9,907.31
Payments Received: 09/23/10	3,916.73CR
Total Amount Due	$9,907.31

Please return this portion with payment

Trees planted in the right spot can help control heating and cooling bills. Before planting, or any digging project, call Digger's Hotline to have underground utilities located. See oppd.com for more information.

Statement Date: September 29, 2010

Account Number	Due Date	Total Amount Due
4393100041	Oct 20, 2010	$9,907.31

Amount Paid ☐☐,☐☐☐.☐☐

Energy Assistance Fund $1☐ $2☐ $5☐ Other $_____

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

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

SID 162 SARPY
SMITH BARNEY INC.
% RON W HUNTER
11605 ARBOR ST STE 104
OMAHA NE 68144-2982

PO BOX 3995
OMAHA NE 68103-0995

Omaha Public Power District

Account Number	Due Date	Total Amount Due
4393100041	Oct 20, 2010	$9,907.31

Customer Name: SID 162 SARPY
Statement Date: September 29, 2010

Billing Information for service address: 15600 HARRISON ST,STL2, OMAHA NE

Billing Period From **8-30-2010** To **9-29-2010** @30 Days

Rate	Method No.	Number of Lamps	Price per Lamp	Usage			
				Current Amount	Fuel and Purchased Power Adjustment	Total Usage Amount	Sub-Total Amount per Rate
SL61	61211	218	$17.03	3,712.54			
SL61					0.00	3,712.54	$3,916.73

hgm
ASSOCIATES INC.

****INVOICE****

SID No. 162
Millard Park Subdivision
c/o Kristi Weispfenning
11605 Arbor St. Suite 104
Omaha, NE 68144

DATE : 9/3/2010
CLIENT NO. : 7241
INVOICE NO. : 702310-3
SID No. 162

Final billing for professional engineering services for the Millard Park Pavement Repair 2010 as per agreement; through 08/31/10.

	CURRENT HOURS	RATE		CURRENT PERIOD
Inspection - Quantity Measurement - Final Contractor Pay Request				
Design Engineer - D. Harnisch	12.00	71.31	$	855.72
		Current Amount Due	$	855.72

5022 S. 114TH STREET, SUITE 200, OMAHA, NEBRASKA 68137 (402) 346-7559, FAX (402) 346-0224
640 FIFTH AVENUE, P.O. BOX 919, COUNCIL BLUFFS, IOWA 51502 (712) 323-0530, FAX (712) 323-0779

ChorePro
312 N. 162nd Street
Omaha, NE 68118

Invoice

Date	Invoice #
9/2/2010	1343

Bill To
Ronald Hunter SID 162 11605 Arbor Street #104 Omaha NE 68144

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
2	Install 20 feet of Split Rail Fence along west Trail	55.00	110.00
0.5	Repair Fence along Harrison Street across from School	55.00	27.50
	Inclusive of all materials for both fence jobs, Rails, Posts, Pickets, Fasteners	76.61	76.61T
	No Sales Tax Due	0.00%	0.00

Total	**$214.11**
Payments/Credits	**$0.00**
Balance Due	**$214.11**

Phone #
402-680-1943

E-mail	Web Site
randy@chorepro.biz	www.chorepro.biz

NEBRASKA WELDING LTD

Please Remit to:
13600 Giles Road
Omaha, NE 68138
Phone: 402/895-6500
Fax: 402/895-5832

Invoice

Sold To: SID % RON HUNTER
HUNTER LAW
11605 ARBOR ST STE 104
Omaha, NE 68144
United States

Ship To: RON HUNTER
HUNTER LAW
11605 ARBOR ST STE 104
Omaha, NE 68144
United States

Invoice Number:	17704	**Salesman:**	Alan G Wear
Invoice Date:	09/17/10	**Terms:**	Payable On Receipt
Customer:	SID 162	**PO Number:**	EMAIL DAVE

Item	Quantity	Description	Revision	Unit Price	Amount
1	1	- 1) STILLING GRATE 4) MOUNTING BRACKETS 20) 1/2" GALV ALL THREAD STUDS X 7" W/ NUTS & WASHERS		$3,538.00 / LOT	$3,538.00

Sub-total:	**$3,538.00**
Sales Tax:	**$0.00**
Shipping Charges:	**$0.00**
Invoice Total:	***$3,538.00***
Paid To Date:	***$0.00***
Balance Due:	***$3,538.00***

2009 Hilderbrand Construction

24001 Cottonwood Road
Council Bluffs, IA 51503

Invoice

Date	Invoice #
9/22/2010	65

Bill To
RON HUNTER HUNTER LAW 11605 ARBOR STREET SUITE 104 OMAHA NE 68144

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	INSTALL CUSTOM FABRICATED GRATE FOR SID 162 STILLING BASIN 168TH & HARRISON OMAHA NE	2,050.00	2,050.00
		Total	$2,050.00

Royal Lawns Inc.

20920 Corral Rd.
Elkhorn, NE 68022

Invoice

Date	Invoice #
10/1/2010	590

Bill To

Rick Hansen
(S.I.D. Chairman)
15831 Josephine St.
Omaha Ne. 68136

P.O. No.	Terms	Due Date	Account #	Project
Millard Park	Due on receipt	10/1/2010	sid162	

Description	Rate	Serviced	Amount
Mowing & Trimming	1,467.00	8/12/2010	1,467.00
Mowing & Trimming	1,467.00	8/20/2010	1,467.00
Mowing & Trimming	1,467.00	8/27/2010	1,467.00
Mowing & Trimming	1,467.00	9/2/2010	1,467.00
Mowing & Trimming	1,467.00	9/9/2010	1,467.00
Mowing & Trimming	1,467.00	9/17/2010	1,467.00
Mowing & Trimming	1,467.00	9/24/2010	1,467.00
Mowing & Trimming	1,467.00	10/1/2010	1,467.00
Empty Trash cans	10.00	8/12/2010	10.00
Empty Trash cans	10.00	9/2/2010	10.00
Empty Trash cans	10.00	9/24/2010	10.00
Spraying of Thistles 6 hr	270.00	8/9/2010	270.00
Seeding & Fertilizing	760.00	9/8/2010	760.00
		Total	$12,796.00

RONALD W. HUNTER

Attorney at Law
11605 Arbor Street, Suite 104
Omaha, NE 68144

Telephone: (402) 397-6965 Fax: (402) 397-0607

September 10, 2010

Sanitary and Improvement District No. 162
c/o 11605 Arbor Street, Suite 104
Omaha, NE 68144

Re: Sanitary and Improvement District No. 162

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Legal work connected with setting a budget for the SID's fiscal year ending on June 30, 2010, i.e. agendas for meetings of the Board, minutes, documents, notices, delivery of budget and delivery of certificate to the Sarpy County Clerk and to the State Auditor in Lincoln. $3,000.00

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

e-mail: rwhre@hunterlaw.omhcoxmail.com

Telephone: (402) 397-6965 Fax: (402) 397-0607

October 11, 2010

Sanitary and Improvement District No. 162
c/o 11605 Arbor Street, Suite 104
Omaha, NE 68144

Re: Sanitary and Improvement District No. 162

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Reimbursement $59.59

RONALD W. HUNTER

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11605 Arbor Street, Suite 104
Omaha, NE 68144
e-mail: rwhre@hunterlaw.omhcoxmail.com

Telephone: (402) 397-6965 Fax: (402) 397-0607

October 11, 2010

Sanitary and Improvement District No. 162
c/o 11605 Arbor Street, Suite 104
Omaha, NE 68144

Re: Sanitary and Improvement District No. 162

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For legal services performed re: general services from 07-21-10 through 10-11-10.

(See Attached Schedule of Services)

10.90 hours x $150.00 per hour = $1,635.00

TOTAL AMOUNT DUE= $1,635.00

SCHEDULE OF SERVICES FOR SID 162

07/21/10	Prepared for and attended Board of Trustees meeting.	**1.20**
07/22/10	Conference with Bill Morrison to determine the trail encroachment problem. Studied files.	**1.10**
07/27/10	Study of easements sent to me for the trail to SID 162 on Lots described in Easements.	**0.40**
07/28/10	Prepared minutes, supporting documents and warrants of last meeting. Spread warrants.	**2.20**
07/29/10	Final review of minutes, supporting documents and warrants of last meeting. Mailed minutes to accountants. Wrote letter to resident regarding debris on common property. Preparation of letters to City of Omaha granting access to repair sanitary sewer.	**2.10**
08/06/10	Mailed executed minutes of the last meeting to Sarpy County and Ameritas.	**0.40**
08/07/10	Lengthy call from JoAnne Harlow about the water coming from the shopping center.	**0.40**
09/03/10	Preparation of letters to Gary Herman regarding trees on the easement for the trail on Lot 32..	**1.10**
09/29/10	Set up next meeting of the Board of Trustees.	**0.90**
10/11/10	Prepared Agenda for next meeting of the Board of Trustees.	**1.10**
	Total	**10.90**