162

RECEIVED
FEB 21 2012
DEBRA J. YOUNG
SARPY COUNTY CLERK

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 26th day of January, 2012 at 11605 Arbor Street, Suite 104, Omaha, Nebraska. Present were the following Trustees: Richard L. Hansen, Wes Lyons, Nancy Wackerhagen, and John Ritchey. Absent was the following Trustee: Jim Nichols. Present by invitation were Ronald W. Hunter, attorney for the District; Kristi Weispfenning, his assistant; and Bill Glismann and Dave Harnisch, both with HGM Associates, Inc., engineers for the District. Notice was given in advance thereof by publication in the Papillion Times on January 18, 2012, 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 an update from the engineers. Mr. Glismann stated that the Mission Creek project has been completed with the exception of seeding which will occur in the Spring. The Trustees agreed Mr. Glismann should contact Papio NRD requesting reimbursement of all expenses paid to this date and then if additional reimbursement could be made after the seeding has been completed.

Mr. Harnisch presented an Engineer's Estimate in the amount of $50,080.00 for Green Area Maintenance/Snow Removal 2012 for the Trustees to review. In reviewing the estimates, the Trustees instructed Mr. Harnisch to make the following changes to the snow removal: 10 removals for 1-6" snowfall at $500.00 per instance; 2 removals for 6-12" snowfall at $500.00 per instance; and 1 greater than 12" snowfall at $600.00 per instance. After a full and complete discussion, the following Resolutions were proposed by Trustee Wackerhagen and seconded by Trustee Lyons, to-wit:

> RESOLVED, that the Board of Trustees of Sanitary and Improvement District No. 162 of Sarpy County, Nebraska hereby offers and proposes a Resolution of Necessity for

Green Area Maintenance/Snow Removal-2012, in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

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

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

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

The Chairman stated the next order of business was a discussion regarding property owner questions or concerns. Trustee Wackerhagen stated a resident reported some tile missing from the entrance sign located near the 162nd Street entrance. The Chairman stated that the SID can not pay for repairs of the entrance sign, that would be the responsibility of the homeowners association.

The Chairman stated there were was a neighborhood complaint on the Facebook page for Milllard Park regarding the trains blowing whistles late at night. The Chairman recalled a request several years ago regarding installing a "quiet zone" at the crossing but SID 162 declined in participating because of the potential liability.

Trustee Ritchey stated a crabapple tree near the trail has fallen over but the homeowner is taking care of this issue. Trustee Ritchey also presented pictures of some rocks near the channel which have been aligned in a circle, possibly trying to build a fire pit but nothing has been burned. The Trustees agreed when the District finds a handyman, this area will be cleaned up.

The Chairman stated the next order of business was to consider approving a Temporary Use Permit for Wunderlich. After a full and complete discussion, the following Resolution was proposed by Trustee Ritchey and seconded by Trustee Wackerhagen, to-wit:

> RESOLVED, that the Board of Trustees of SID 162 hereby approve a Temporary Use Permit for Mr. and Mrs. Wunderlich for a period of two years.

On the foregoing Resolution, the following Trustees voted "aye": Trustees Hansen, Lyons, Wackerhagen, and Ritchey; 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 review of approved Temporary Use Permits and unapproved encroachments. After a full and complete discussion, the following Resolution was proposed by Trustee Ritchey and seconded by Trustee Wackerhagen, to-wit:

> RESOLVED, that Mr. Hunter shall write a letter to all unrenewed Temporary Use Permits and properties with encroachments giving a deadline of March 1 to renew the Temporary Use Permits or apply for a Temporary Use Permit or encroachments may be removed at the discretion of the Board of Trustees without further notice to the property owner.

On the foregoing Resolution, the following Trustees voted "aye": Trustees Hansen, Lyons, Wackerhagen, and Ritchey; 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 the status of the General Fund. Mr. Hunter stated that he received a telephone call from Rich Harman, of Ameritas Investment Corp., whom was concerned because SID 162 has began registering warrants in the General Fund.

The Chairman stated the next order of business was to ratify the Chairman's signature on a Representation Letter with the accountants. After a full and complete discussion, the following Resolution was proposed by Trustee Ritchey and seconded by Trustee Lyons, to-wit:

> RESOLVED, that the Chairman's signature on a Representation Letter with the accountants in behalf of the District is hereby ratified and confirmed.

On the foregoing Resolution, the following Trustees voted "aye": Trustees Hansen, Lyons, Wackerhagen, and Ritchey; 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 December, 2011.

The Trustees agreed to schedule the next meeting of the Board of Trustees at 12:30 p.m. on February 29, 2012 at 15831 Josephine Street, 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 Ritchey 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. 5601 through General Fund Warrant No. 5614 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 January 26, 2015, subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska, after notice is given as required by law, to wit:
>
> > WARRANT NO. 5601 in the amount of $10.73 made payable to WORLD HERALD MEDIA GROUP, per Customer No. 154004, Order No. 0001470975-01, attached.
> >
> > WARRANT NO. 5602 in the amount of $3,938.95 made payable to O.P.P.D., per Account No. 4393100041, attached.
> >
> > WARRANT NO. 5603 in the amount of $2,413.00 made payable to ROYAL LAWNS, INC., per Invoice Nos. 872 and 889, attached.
> >
> > WARRANT NO. 5604 in the amount of $1,100.00 made payable to N.P. DODGE INSURANCE AGENCY, INC., per Invoice No. 28008, attached.
> >
> > WARRANT NO. 5605 in the amount of $5,000.00 and WARRANT NO. 5606 in the

amount of $2,219.70 for a total of $7,219.70 made payable to HGM ASSOCIATES, INC., per Client No. 7241, Invoice Nos. 703510-7 and 703510-8, attached.

WARRANT NOS. 5607 through WARRANT NO. 5612 in the amounts of $5,000.00 each and WARRANT NO. 5613 in the amount of $1,631.49 for a total of $31,631.49 made payable to M.E. COLLINS CONTRACTING CO., INC., per Pay Estimate No. 2, Mission Creek Channel Reestablishment, Phase II, attached.

WARRANT NO. 5614 in the amount of $1,755.00 made payable to RONALD W. HUNTER, per Statement dated 01/24/12, 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 benefitted by said improvements in the District; the development of the land in the District is for residential or commercial use and the development of the land in the District for sale and occupation by the general public has proceeded and is proceeding with reasonable speed; other than any incidental use of said improvements by a developer during the initial period of development of said improvements, there have been, are and will be no persons with rights to use such improvements other than as members of the general public; none of the proceeds of said Bonds or any refinanced indebtedness have been or will be loaned to any private person or entity; the District hereby authorizes and directs the Chairperson or Clerk to file or cause to be filed, when due, an

information reporting form pursuant to Section 149(e) of the Internal Revenue Code of 1986, as amended, pertaining to the above Warrants; and the District does not reasonably expect to sell or otherwise dispose of said improvements and/or facilities, in whole or in part, prior to the last maturity of the above Warrants.

BE IT FURTHER RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 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 Hansen, Lyons, Wackerhagen, and Ritchey; 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 L. Hansen
RICHARD HANSEN , Chairman

Nancy Wackerhagen
NANCY WACKERHAGEN, Clerk

Wes Lyons
WES LYONS, Trustee

ABSENT
JIM NICHOLS, Trustee

John Ritchey
JOHN RITCHEY, 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 January 26, 2012 at 11605 Arbor Street, Suite 104, Omaha, Nebraska.

DATED this 26th day of January, 2012.

Richard L. Hansen
RICHARD L. HANSEN, Chairman

Nancy Wackerhagen
NANCY WACKERHAGEN, Clerk

Wes Lyons
WES LYONS, Trustee

JIM NICHOLS, Trustee

John Ritchey
JOHN RITCHEY, 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 26th day of January, 2012.

Richard L. Hansen
Chairman

Mary Watkins
Clerk

AFFIDAVIT OF PUBLICATION

STATE OF NEBRASKA }
} SS.
County of Sarpy }

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

Wednesday, January 18, 2012 Papillion Times

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

Shon Barenklau OR Kirk Hoffman
Publisher Business Manager

Today's Date 01-17-2012
Signed in my presence and sworn to before me:

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: 0001470975

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 Thursday, January 26, 2012 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
1470975 1/18

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
John Ritchey, Trustee
Wes Lyons, Trustee
Jim Nichols, Trustee

Meeting held at 4:00 p.m. on January 26, 2012 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. Update from the engineers.

4. Discussion regarding property owner questions or concerns.

5. Consider approving the following Temporary Use Permit for Wunderlich.

6. Review approved Temporary Use Permits and unapproved encroachments.

7. Discussion regarding General Fund status.

8. Ratify Chairman's signature on Representation Letter with accountants.

9. The following are reporting items for the Trustees' information and required no action: Sarpy County Treasurer General Ledger Balances as of December, 2011.

10. Set the next meeting date.

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

    A. World Herald Media Group
    Customer No. 154004
    Order No. 0001470975-01 10.73

B.	O.P.P.D. Account No. 4393100041 Dated 12/29/11		3,938.95
C.	Royal Lawns, Inc. Invoice No. 872 Invoice No. 889	1,183.00 1,230.00	2,413.00
D.	N.P. Dodge Insurance Agency, Inc. Invoice No. 28008		1,100.00
E.	HGM Associates, Inc. Client No. 7241, Invoice No. 703510-7 Client No. 7241, Invoice No. 703510-8	2,368.92 4,850.78	7,219.70
F.	M.E. Collins Contracting Co., Inc. Pay Estimate No. 2, Mission Creek		31,631.49
G.	Ronald W. Hunter Statement dated 01/24/12		1,755.00

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

13. 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

WEEKLY REPORT OF WORKING DAYS

HGM ASSOCIATES INC.

Project & Description:
Millard Park Subdivision SID 162
Mission Creek Channel Reestablishment Phase II
Sarpy County, NE 167th St. & Harrison St.

Construction Starting Date	October 31, 2011	Report No.	8
Completion Date	December 15, 2011	Week Ending Saturday	December 24, 2011
Final Contract Completion		Project No.	703510-004

Contractor M.E. Collins

Phase of Work Reported

Days of Work	Date	Nature of Work	Weather Conditions	Explanation of Delays	Contractor Working Yes / No	Working Days
Sunday	12/18		51 ° 28 °			
Monday	12/19	Contractor placing rip-rap and backfilling.	36 ° 28 °		Yes	1
Tuesday	12/20	Contractor placing rip-rap, backfilling. GSI took soil sample for density test.	32 ° 26 °		Yes	1
Wednesday	12/21	Contractor backfilling and compacting.	43 ° 23 °		Yes	1
Thursday	12/22	GSI did density testing. Contractor is harrowing, seeding and erosion control	35 ° 19 °		Yes	1
Friday	12/23	Erosion control and seeding being placed.	42 ° 14 °		Yes	1
Saturday	12/24		49 ° 20 °			

Remarks:	Percent of Contract Completed:	95%	Totals for the Week 5
	Percent of Working Days Used:	107%	Total Working Days Used Last Report 27
			Total Working Days Used to Date 32

William J Glismann — 12/27/11

Project Manager: Date

Distribution:
Dave Harnisch for **HGM**; Bill Glismann - **HGM** Project Manager
Rick Hansen for **SID 162**; Jerry Kabourek for **M. E. Collins**

8. The undersigned applicant(s) agrees to hold SID 162 harmless from all liability and to reimburse SID 162 for all damages, including reasonable attorney fees, because of injuries caused directly or indirectly by said encroachment.

9. The Application For A Temporary Use Permit must be completed and approved by the Board of Trustees of SID 162 before any construction, excavation or use of the Common Area owned by SID 162.

INFORMATION TO BE PROVIDED BY APPLICANT OR APPLICANTS:

Description of proposed encroachment on common property owned by SID 162:

4 FEET X 60 FEET OUT FROM FENCE. SHRUBS, FLOWERS, MULCH, & DECORATIVE ROCKS, & GREENERY. I EDGE, MOW, & WATER GRASS AROUND THIS AREA & 20 FEET OUT FROM IT.

Applicant Information:

Name: William R. Wunderlich

Address: 16203 Josephine St.

Phone Number: (402) 894-0761

Property Owner Information (if different from applicant):

Name: _____

Address: _____

Phone Number: _____

The undersigned Applicant(s) hereby certify that he, she, or they have received and read Ordinance No. 22007, the Resolution adopted by the Board of Trustees of SID 162 on February 20, 2007, the Memorandum, dated February 26, 2007, and the Application For Temporary Use Permit, including the Instructions. The undersigned Applicant(s) further certify that all of the statements in the Application For A Temporary Use Permit provided by the Applicant(s) are true and correct, and acknowledge that the Applicant(s) agree that he, she, or they are bound by all of the provisions included in Ordinance No. 22007, the Resolution adopted by the Board of Trustees of SID 162 on February 20, 2007 and this Application For Temporary Use Permit.

The undersigned applicant(s) further agree to hold SID 162 harmless from all liability and to reimburse SID 162 for all damages, including reasonable attorney fees, because of injuries caused directly or indirectly by said encroachment.

William R. Wright

Signature of Applicant

1-19-12

Date

Signature of Applicant's Spouse (if applicable)

Date

For Official Use Only:

Date Temporary Use Permit Received: _____

Time, Date, and location of Meeting Temporary Use Permit is to be considered:

_____

APPROVED TEMPORARY USE PERMITS AS OF 01 24 12

Gareld and Judith Ciochon
15802 Gertrude Street
Approved: 11/18/11
Expires: 11/18/13
Trees and shrubs along the trail next to Lot 67

Bill and JoAnn Holt
16701 Gertrude Street
Approved: 04/17/07 and 07/21/10
Expires: 07/21/12
Two berms which overlap property with common area includes trees, grasses, bushes and flowers. One berm has a partial retaining wall. Also has grasses, bushes and flowers along creek bank behind property

Barry and Patti Donscheski
16725 Gertrude Street
Approved: 12/14/11
Expires: 12/14/13
Landscape buffer/flagstone patio- mulched yearly. Plantings are on the bank of the creek and do not impede the natural drainage. The patio is also on the bank, under a tree and also does not interfere with the drainage. 5 river birch/1 evergreen tree, 30+ perennials and 20+ shrubs

Scott Green **(letter sent on 12/02/11)**
16737 Gertrude Street
Firewood behind fence

Timothy and Elizabeth Haycraft (notice mailed 11/23/11 to remove trampoline)
15807 Josephine Street
Approved: 05/17/07 and 07/21/10
Expires: 07/21/12
Vegetable/flower garden located behind property 8'x12'

Richard and Elaine Hansen
15831 Josephine Street
Approved: 11/18/11
Expires: 11/18/13
Approximate 8'x12' raised garden

Jim Crosland
15835 Josephine Street
Approved: 11/18/11
Expires: 11/18/13
Garden area raised 6" from ground 24'x4' and horseshoe pits which includes 2 "U" shaped boxes with sand approximately 30-40 feet apart (owner to remove stacks when horseshoe pit is in use and mowing between garden and fence)

Ted and Julie Pelster
15907 Josephine Street
Approved: 03/20/07 and 07/21/07
Expires: 07/21/12
vegetable garden 10'x20' backs up to property. No drainage problems

Debra and Bruce Sturges
15915 Josephine Street
Approved: 12/14/11
Expires: 12/14/13
Vegetable garden approximately half is on SID property and half on their property. It is a raised garden, surrounded with bricks and a lattice fence, approximately 17'x9'

Mike and Betty Alspach
16015 Josephine Street
Approved: 11/18/11
Vegetable garden, picnic table, flower garden, picnic table, swing and iron arch. (Items not approved on TUP: firepit and wood must be removed)

Douglas and Deborah Kobylasz **(letter sent 12/02/11)**
16109 Josephine Street
Vegetable garden

Craig and Julie Holz
16121 Josephine Street
Approved: 11/18/11
Expires: 11/18/13
Planted wildflower bed along creek and raised beds and pond border property

BT Witt **(notice sent 12/02/11, returned)**
16129 Josephine Street
Flower garden with stones

Gary and Sharon Babel
16125 Josephine Street
Approved: 04/17/07 and 07/21/10
Expires: 07/21/12
Two park benches, wooden flower pot, and wooden bridge in common area

Dale Hendrix **(Notice mailed 11/23/11, no response)**
16137 Josephine Street
Approved: 04/17/07 and 07/22/09
Expires: 07/22/11
Birdfeeder on a post 6' high by 12" square sits approximately 6'-8' behind lot line in common area (not on TUP was added trees and garden)

Mark and Shelli Muldoon
16145 Josephine Street
Approved: 05/17/07 and 07/21/10
Expires: 07/21/12
Vegetable garden 12'x4', eight feet away from property line, 4" landscape timber

William and Karen Wunderlich **(letter sent 12/02/11)**
16203 Josephine Street
Rock garden

John and Nancy Klimek
16219 Josephine Street
Approved: 04/17/07 and 07/21/10
Expires: 07/21/12
vegetable garden 32' x 8', flowers and plants in tree line 40' linear

Henry Grether **(letter sent 12/02/11)**
16223 Josephine Street
vegetable garden

Kenny and Helen Engelmeyer
16325 Josephine Street
Approved: 03/20/07 and 07/21/10
Expires: 07/21/12
flower and rock garden edged with border, flowers along trees by the creek, small vegetable garden edged by pavers that match all of flower beds in yard. Lister (antique plow was excluded from TUP)

Arthur and Gwendolyn Newsome **(letter sent 12/02/11)**
16415 Josephine Street
firewood behind fence

Karen and Scott Wagner
16314 Olive Circle
Approved: 07/21/10
Expires: 07/21/12
Tree fort approximately 5' high, platform is about 5' x 10' and has inclined ramp for kids to crawl up (railing was required in the front of the fort)

Kimberly A. Bemis
16510 Olive Street
Approved: 05/17/07 and 07/21/10
Expires: 07/21/12
Five trees with four foot octagon landscape timber borders, 10 bushes: 8 with 3'x3' square landscape borders, 2 with 3 foot octagon landscape timber borders; 3 flower beds with 2'x8' rectangular landscape timber borders; 40 ajuga plants for ground cover, with decorative borders to protect until they develop; 12 solar lights; 4'x40' rock river bed; 15'x40'garden with landscaping timber as border

Patrick and Janice Zach
16514 Olive Street
Approved: 05/17/07 and 08/24/10
Expires: 08/24/12
Trees and shrubs added to hill to reduce erosion, river rock

William and Betty Middendorf
16522 Olive Street
Approved: 04/17/07 and 07/21/10
Expires: 07/21/12
landscape area behind property, at widest portion it is 5 feet from fence

Steven and Joan Heneger
15910 Timberlane Drive
Approved: 11/18/11
Expires: 11/18/13
Adjacent to lot and east of property line from the north property line for 70 feet south and a width (east) of 6 feet to be used for a vegetable and flower garden and bird feeders

Lyndon and Connie Hicks **(letter sent 12/02/11)**
16538 Timberlane Drive
bird house and feeder west of fence

Robert and Carolyn Edmundson
16606 Edna Street
Approved: 04/17/07 and 07/21/10
Expires: 07/21/12
Flower garden and bird feeder near east backside of common area and a vegetable garden 10x10x10 on property line into common area

Chris and Dorothy Harman
16610 Edna Street
Approved: 05/17/07 and 08/24/10
Expires: 08/24/12
Flower garden along edge of drywash with 2 trees (blue spruce and Douglas fur), two apple trees and one fire maple. (Letter sent on 11/23/11 to remove fire pit)

Toshitami Mori **(notice mailed on 10/26/11, returned unable to forward)**
new owner: Justin and Donna King **(letter mailed 12/02/11)**
15925 Emiline Street
Approved: 03/20/07 and 07/24/09
Expires: 07/24/11
3 burning bushes and 1 ginko tree in common area.

Cathie and Dean Godbersen
7118 South 157th Street
Approved: 04/17/07 and 08/24/10
Expires: 08/24/12
Berm of flowers and ornamental bushes (about 10 ft x 20 ft, which incorporates an SID locust tree, decorative ring around locust tree

John and Joyce Wajda
7101 South 158th Street
Approved: 05/17/07 and 07/21/10
Expires: 07/21/12
Flower bed 78' long x 6' wide between applicants back fence and common trail area is planted, weeded, watered, thinned, and mowed. Flowers, grasses and ground cover.

Brian and Lori Kuta
7209 South 158th Street
Approved: 11/18/11
Expires: 11/18/13
Landscape rocks around trees located between property line and walking path

May Doty
6931 South 159th Street
Approved: 05/17/07 and 07/21/10
Expires: 07/21/12
Flower gardens around trees and utility boxes in common area

Sebastian and Elizabeth Gulizia
6927 South 159th Street
Approved: 05/17/07 and 07/21/10
Expires: 07/21/12
Vegetable garden located 13 ft from north lot line, demensions are 12.5 ft x 20.0 ft, the west side of the garden goes along the east lot line, garden is surrounded by imbedded landscape timbers; and barrel planter, this is made up of six one-half wooden barrels with four of them mounted on 4"x4" treated wood frames, the structure is located 47 ft south of the northeast lot line and is 9 ft long by 4 ft deep and 4.5 ft high

Gary Hinners
7014 South 164th Ave
Approved: 05/03/11
Expires: 05/03/13
store firewood behind fence

Roger and Karen Sokolowski **(notice mailed 10/26/11)**
7001 South 167th Street
Approved: 05/27/09
Expires: 05/27/11
Flower bed and sod behind the flower bed

Glenn and Sharon Eager **(letter sent 12/02/11)**
7005 S. 167th Street
bird house on post

Jamie and Jill Bodwell
7009 South 167th Street
Approved: 05/17/07 and 07/21/07
Expires: 07/21/12
Swingset on homeowner/SID property line and a garden 15'x20' with railroad ties

Srinivas Reddy and Jayanthi Gaddam **(notice mailed on 10/26/11, returned unable to forward)**
New owner: Haining and Jun Fan Cheng **(letter sent 12/02/11)**
7107 South 167th Circle
Approved: 05/17/07 and 07/24/09
Expires: 07/24/11
Children's play set/swing set approximately 29' wide and 10' deep

George and Karen Franke **(notice mailed 10/26/11)**
7017 South 167th Street
Approved: 05/17/07 and 07/24/09
Expires: 07/24/11
Flower garden by edge of creek and flowers around locust tree in middle of common area

Jeff and Kelly Feuker
7115 South 167th Circle
Approved: 03/22/07 and 09/08/10
Expires: 09/08/12
picnic table (6 ft in length with a steel frame with wood seat and table surface) located near the rear of common area along fence.

William and Nancy Hackney **(notice mailed 10/26/11)**
7119 South 167th Circle
Approved: 04/17/07 and 07/24/09
Expires: 07/24/11
area is approximately 75'x50x has planted grass, placed in two semi circular landscape bricked areas and planted perennials behind left side of bricked area is a white lattice area of 15x12 vegetable garden and behind right side of brick landscape is a blackberry bush with a 8' lattice fence

Michael and Diana McKeever **(notice mailed 10/26/11)**
7131 South 167th Circle
Approved: 05/17/07 and 07/24/09
Expires: 07/24/11
3'x6' picnic table behind Lot 345

Tony and Judy Bartu
7132 South 167th Circle
Approved: 03/20/07 and 07/21/10
Expires: 07/21/12
Three evergreen trees

Craig and Sharon Kirshenbaum **(notice mailed on 10/26/11, returned unable to forward)**
New owner: Patrick Dudzinski **(letter sent 12/02/11)**
7135 South 167th Circle
Approved: 04/17/07 and 07/24/09
Expires: 07/24/11
Park bench (not approved in the TUP was the installation of a fire pit with rock slabs and brick midway in yard and common area)

Kristi Weispfenning

From: "Rhonda Riha" <RRiha@infinitycpagroup.com>
Date: Wednesday, December 28, 2011 4:06 PM
To: <rickwood@cox.net>
Cc: "Kristi" <rwhre@hunterlaw.omhcoxmail.com>
Attach: 1400-3 162 Transmittal for Rep Letter.pdf; AJE attached to Rep Letter.pdf; 1400-3 162 Representation Letter.pdf
Subject: SID 162 Representation Letter

Rick,

I have attached 3 documents to this email.

The first letter normally is mailed with the other 2, but since we are close to the due date, I thought to expedite the process, I would just scan it in and email it to you.

The AJE pdf is just a copy of the Journal Entries needed to adjust the balances to the accrual basis (versus cash).

The third and final attachment is the Representation Letter. We need a signed copy back before we can release the financial statements. You can either mail, fax, or email the signed copy back to us.

Thank you and please let me know if you have any questions.

INFINITY CPA GROUP, LLC
Rhonda R. Riha, CPA
14747 California Street #4
Omaha, NE 68154-1986
Phone: 402.933.5230
Fax: 402.933.6783
E-mail: rriha@infinitycpagroup.com
www.infinitycpagroup.com

This message is from the firm of Infinity CPA Group, LLC, Certified Public Accountants. It contains information which may be confidential and legally privileged. If you have received this message in error, you are strictly prohibited from reading it and from disclosing or using its contents in any manner and you should immediately delete the message from your files. The unauthorized disclosure or use of confidential or privileged information inadvertently transmitted to you may result in criminal and/or civil liability.

Please be advised that, based on current Internal Revenue Service rules, regulations and standards, the advice contained herein is not intended to be used, nor can it be used, for the avoidance of tax penalty that the IRS might assess related to this matter. Please do not hesitate to contact our office if you have any further questions regarding this matter.

INFINITY
CPA GROUP, LLC
14747 California St. #4
Omaha, NE 68154-1986

Phone: 402.933.5230
Fax: 402.933.6783

December 28, 2011

Board of Trustees
Sanitary and Improvement District No. 162
15831 Josephine Street
Omaha, NE 68136

Attention: Richard Hansen

Please return the enclosed representation letter to Infinity CPA Group, LLC after you have reviewed and signed it. An envelope is enclosed for your convenience. Please return the signed representation letter on or before December 30, 2011.

This representation letter is part of our audit of the District's June 30, 2011 year-end financial statements.

INFINITY CPA GROUP, LLC

Rhonda R. Riha, C.P.A.

RRR
Enclosure

cc: Ronald W. Hunter

SID 162
Journal
July 2010 through June 2011

Date	Memo	Account	Class	Debit	Credit
6/30/2011	To record cash transactions at 6/30/11.	Cash-BF	Bond		30,628.19
	To record cash transactions at 6/30/11.	SID 162 BF		30,628.19	
	To record cash transactions at 6/30/11.	Cash-GF	General		20,844.98
	To record cash transactions at 6/30/11.	SID 162 GF		20,844.98	
				51,473.17	51,473.17
6/30/2011	To adjust taxes.	Personal Property Tax	Bond		11.67
	To adjust taxes.	Real Estate Tax	Bond	231.06	
	To adjust taxes.	Collection fees	Bond	183.12	
	To adjust taxes.	Motor Vehicle Pro Rate	Bond		402.51
				414.18	414.18
6/30/2011	To adjust cash & investments to actual at 6/30/11.	Cash-BF	Bond	5,082.31	
	To adjust cash & investments to actual at 6/30/11.	Investments	Bond		4,933.72
	To adjust cash & investments to actual at 6/30/11.	Interest on Investments	Bond	101.40	
	To adjust cash & investments to actual at 6/30/11.	Fiscal Agent Fees	Bond		250.00
	To adjust cash & investments to actual at 6/30/11.	Collection fees	Bond	0.01	
				5,183.72	5,183.72
6/30/2011	To adjust receipts to actual @ 6/30/11.	Personal Property Tax	General		4.43
	To adjust receipts to actual @ 6/30/11.	Homestead Allocation	General		1,034.09
	To adjust receipts to actual @ 6/30/11.	Real Estate Tax Credit	General		4,480.37
	To adjust receipts to actual @ 6/30/11.	Motor Vehicle Pro Rate	General		152.67
	To adjust receipts to actual @ 6/30/11.	Real Estate Tax	General		6,259.57
	To adjust receipts to actual @ 6/30/11.	Cash-GF	General	11,931.13	
				11,931.13	11,931.13
6/30/2011	To adjust commission/collection fees to actual @ 6/30/11.	Collection fees	General	69.46	
	To adjust commission/collection fees to actual @ 6/30/11.	Cash-GF	General		69.46
				69.46	69.46
6/30/2011	To adjust warrants payable.	Warrants Payable	General	23,302.06	
	To adjust warrants payable.	Cash-GF	General		23,302.06
				23,302.06	23,302.06
6/30/2011	To adjust property taxes.	A/R-Property Taxes	General	4,005.22	
	To adjust property taxes.	Deferred Revenue-Taxes	General		3,263.79
	To adjust property taxes.	Real Estate Tax	General		741.43
				4,005.22	4,005.22
6/30/2011	To adjust property taxes.	A/R-Property Taxes	Bond	11,104.35	
	To adjust property taxes.	Deferred Revenue-Taxes	Bond		9,149.66
	To adjust property taxes.	Real Estate Tax	Bond		1,954.69
				11,104.35	11,104.35
6/30/2011	To record current year amortization.	Amortization	Bond	39,327.33	
	To record current year amortization.	Bond Issue Costs	Bond		39,327.33
				39,327.33	39,327.33
6/30/2011	To record current year depreciation.	Depreciation Expense	Bond	427,264.00	
	To record current year depreciation.	Accumulated Depreciation	Bond		427,264.00
				427,264.00	427,264.00
6/30/2011	To adjust bond balance.	bond payment	Bond		470,000.00
	To adjust bond balance.	Interest on Bond Payment	Bond		1,339.17
	To adjust bond balance.	Bond Payable	Bond	485,000.00	
	To adjust bond balance.	Current Portion of LT Debt	Bond		15,000.00
	To adjust bond balance.	Accrued Interest on Bond	Bond	1,339.17	
				486,339.17	486,339.17
6/30/2011	To record warrant payable.	Fiscal Agent Fees	Bond	250.00	
	To record warrant payable.	Warrants Payable	Bond		250.00
				250.00	250.00
6/30/2011	To reverse prior year A/P.	Accounts Payable	General	40,929.99	
	To reverse prior year A/P.	Utilities	General		3,916.73
	To reverse prior year A/P.	Repairs and maintenance	General		7,822.51
	To reverse prior year A/P.	Engineering fees	General		28,110.75
	To reverse prior year A/P.	Legal fees	General		1,080.00
				40,929.99	40,929.99
6/30/2011	To record current year A/P.	Utilities	General	7,861.95	
	To record current year A/P.	Repairs and maintenance	General	10,168.00	
	To record current year A/P.	Engineering fees	General	18,757.38	
	To record current year A/P.	Legal fees	General	2,518.41	
	To record current year A/P.	Accounts Payable	General		39,305.74
				39,305.74	39,305.74

SID 162
Journal
July 2010 through June 2011

Date	Memo	Account	Class	Debit	Credit
6/30/2011	To record interest on taxes.	Real Estate Tax	General	425.90	
	To record interest on taxes.	Interest-Real Estate Tax	General		425.90
	To record interest on taxes.	Real Estate Tax	Bond	1,122.86	
	To record interest on taxes.	Interest-Real Estate Tax	Bond		1,122.86
				1,548.76	1,548.76
TOTAL				1,142,448.28	1,142,448.28

December 28, 2011

Infinity CPA Group, LLC
14747 California Street #4
Omaha, NE 68154

To Whom It May Concern:

We are providing this letter in connection with your audits of the financial statements of Sanitary and Improvement District No. 162 of Sarpy County, Nebraska as of June 30, 2011 and for the year then ended for the purpose of expressing opinions as to whether the basic financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund information of the District and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles. We confirm that we are responsible for the fair presentation of the previously mentioned financial statements in conformity with U.S. generally accepted accounting principles. We are also responsible for adopting sound accounting policies, establishing and maintaining effective internal control over financial reporting, and preventing and detecting fraud.

We confirm, to the best of our knowledge and belief, as of December 28, 2011, the following representations made to you during your audits.

1. The financial statements referred to above are fairly presented in conformity with U.S. generally accepted accounting principles and include all properly classified funds and other financial information of the primary government required by generally accepted accounting principles to be included in the financial reporting entity.

2. We have made available to you all—

   a. Financial records and related data.

   b. Minutes of the meetings of the District's Board of Trustees or summaries of actions of recent meetings for which minutes have not yet been prepared.

3. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.

4. There are no material transactions that have not been properly recorded in the accounting records underlying the financial statements.

5. We acknowledge our responsibility for the design and implementation of programs and controls to prevent and detect fraud.

6. We have no knowledge of any fraud or suspected fraud affecting the entity involving:

   a. Management,

   b. Board of Trustees who have significant roles in internal control, or

   c. Others where the fraud could have a material effect on the financial statements.

7. We have no knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from trustees, analysts, regulators, or others.

8. The District has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or fund equity.

9. The following, if any, have been properly recorded or disclosed in the financial statements:

   a. Related party transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.

   b. Guarantees, whether written or oral, under which the District is contingently liable.

   c. All accounting estimates that could be material to the financial statements, including the key factors and significant assumptions underlying those estimates and measurements. We believe the estimates and measurements are reasonable in the circumstances.

10. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts; and we have identified and disclosed to you all laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts, or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.

11. There are no—

    a. Violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, or for reporting noncompliance.

    b. Unasserted claims or assessments that our lawyer has advised us are probable of assertion and, must be disclosed in accordance with generally accepted accounting principles.

    c. Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by generally accepted accounting principles.

12. As part of your audit, you assisted with preparation of the financial statements and related notes. We have designated an individual to oversee your services and have made all management decisions and performed all management functions. We have reviewed, approved, and accepted responsibility for those financial statements and related notes.

13. The District has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.

14. The District has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

15. We have followed all applicable laws and regulations in adopting, approving, and amending budgets.

16. The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations, if applicable.

17. The financial statements properly classify all funds and activities.

18. All funds that meet the quantitative criteria in GASB Statement Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.

19. Components of net asset (invested in capital assets, net of related debt; restricted; and unrestricted) and equity amounts are properly classified and, if applicable, approved.

20. Provisions for uncollectible receivables have been properly identified and recorded.

21. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.

22. Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.

23. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.

24. Deposits and investment securities are properly classified as to risk, and are properly disclosed.

25. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.

26. Required supplementary information (RSI) is measured and presented within prescribed guidelines.

27. We understand that as part of your audit, you prepared the adjusting journal entries necessary to convert our cash basis records to the accrual basis of accounting and acknowledge that we have reviewed and approved those entries and accepted responsibility for them.

28. We have appropriately disclosed the District's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net assets are available and have determined that net assets were properly recognized under the policy.

29. We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We

have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.

30. We have evaluated and classified any subsequent events as recognized or nonrecognized through the date of this letter.

We authorize you, for the convenience, to forward copies of the audit report to the State Auditor's office and to the Sarpy County Clerk, as required by law. We also authorize you to send copies to our legal counsel, Ronald W. Hunter, as he has requested, and to the District's underwriters, Ameritas.

SANITARY AND IMPROVEMENT DISTRICT NO. 162

_____

Richard Hansen, Chairman

FUND: 8062 SID #162 GENERAL	M-T-D	Y-T-D
10100 - BEGINNING CASH ON HAND	30,776.95	152,324.00
15100 - BEGINNING INVESTMENT ON HAND	0.00	0.00
BEGINNING BALANCE:	30,776.95	152,324.00
TAX RECEIPT COLLECTIONS:		
30136 - 2010 PERSONAL PROPERTY TAX	0.00	1,397.05
30137 - 2011 PERSONAL PROPERTY TAX	28.51	28.51
30336 - 2010 REAL ESTATE TAXES	954.09	131,419.10
30337 - 2011 REAL ESTATE TAXES	4,828.86	4,828.86
TAX RECEIPT TOTALS:	5,811.46	137,673.52
34401 - HOMESTEAD EXEMP ALLOCATION	0.00	1,034.09
34601 - MOTOR VEHICLE PRO RATE	0.00	78.28
OTHER RECEIPT TOTALS:	0.00	1,112.37
60000 - DISBURSEMENTS	-14,488.51	-266,372.75
60001 - PROPERTY TAX COMMISSION	-116.23	-2,753.47
10000 ENDING CASH ON HAND	21,983.67	21,983.67
15100 ENDING INVESTMENT ON HAND	0.00	0.00
GRAND TOTALS	21,983.67	21,983.67

FUND: 8362 SID #162 BOND	M-T-D	Y-T-D
10100 - BEGINNING CASH ON HAND	453,873.69	178,990.58
15100 - BEGINNING INVESTMENT ON HAND	449,963.25	424,878.04
BEGINNING BALANCE:	903,836.94	603,868.62
TAX RECEIPT COLLECTIONS:		
30136 - 2010 PERSONAL PROPERTY TAX	0.00	3,683.17
30137 - 2011 PERSONAL PROPERTY TAX	75.19	75.19
30336 - 2010 REAL ESTATE TAXES	2,515.33	346,468.64
30337 - 2011 REAL ESTATE TAXES	12,730.63	12,730.63
TAX RECEIPT TOTALS:	15,321.15	362,957.63
34401 - HOMESTEAD EXEMP ALLOCATION	0.00	2,726.24
34601 - MOTOR VEHICLE PRO RATE	0.00	206.38
51001 - INTEREST ON INVESTMENTS	0.00	121.96
OTHER RECEIPT TOTALS:	0.00	3,054.58
60000 - DISBURSEMENTS	-118,616.25	-162,386.25
60001 - PROPERTY TAX COMMISSION	-306.42	-7,259.16
15100 - INVESTMENTS	0.00	25,085.21
10000 ENDING CASH ON HAND	350,272.17	350,272.17
15100 ENDING INVESTMENT ON HAND	449,963.25	449,963.25
GRAND TOTALS	800,235.42	800,235.42

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 Thursday, January 26, 2012 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
1470975; 1/18

Ad Number 0001470975-01
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	1/18/2012	1	$10.73
	SNI Legal Papillion-Appears i			

Account Number	Due Date	Total Amount Due
4393100041	Jan 18, 2012	$9,952.19

Customer Name: SID 162 SARPY
Statement Date: December 29, 2011

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

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

Billing Period From **11-29-2011** To **12-29-2011** @30 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	$3,712.54	$21.06	$3,938.95

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

Sales Tax	205.35
Total Charges	$3,938.95
Previous Balance	9,948.89
Payments Received: 12/19/11	3,935.65CR
Total Amount Due	$9,952.19

Late Payment Charge of $157.56 applies after due date.

1

Please return this portion with payment

OPPD is offering a limited number of tree grants to nonprofit groups. Learn more in Outlets or by visiting oppd.com/TreePromotion.

Statement Date: December 29, 2011

Account Number	Due Date	Total Amount Due
4393100041	Jan 18, 2012	$9,952.19

Late Payment Charge of $157.56 applies after due date.

Amount Paid ☐☐,☐☐☐.☐☐

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

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

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

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

PO BOX 3995
OMAHA NE 68103-0995

01439310004160000099521900001010975201201182

Omaha Public Power District

Account Number	Due Date	Total Amount Due
4393100041	Jan 18, 2012	$9,952.19

Customer Name: SID 162 SARPY
Statement Date: December 29, 2011

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

Billing Period From **11-29-2011** To **12-29-2011** @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					21.06	3,712.54	$3,938.95

Royal Lawns Inc.

2101 N. River Road
Waterloo, NE. 68069

Invoice

Date	Invoice #
11/21/2011	872

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	11/21/2011	sid162	

Description	Rate	Serviced	Amount
pick up trash in park and row 3 hr	135.00	10/25/2011	135.00
pick up trash in park and row 4 hr	180.00	11/10/2011	180.00
pick up trash in park and row 3 hr	135.00	11/23/2011	135.00
Mowing & Trimming	733.00	11/23/2011	733.00
		Total	$1,183.00

BBB ACCREDITED BUSINESS

Royal Lawns Inc.

2101 N. River Road
Waterloo, NE. 68069

Invoice

Date	Invoice #
12/17/2011	889

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	12/17/2011	sid162	

Description	Rate	Serviced	Amount
Snow Removal 1 to 12"	500.00	12/3/2011	500.00
Ice melt 7 bags 2hr	230.00	12/5/2011	230.00
Snow Removal 1 to 12"	500.00	12/9/2011	500.00
		Total	$1,230.00

NP Dodge Insurance Agency, Inc
12002 Pacific St.
Omaha, NE 68154-3507
Phone : 402-938-5008 Fax : 402-938-5090

INVOICE # 28008

ACCOUNT NO.	OP.	DATE
SI162-1	PV	01/13/12

SID #162
c/o R. W. Hunter, Sr.
11605 Arbor St. #104
Omaha, NE 68144

Itm #	Eff Date	Trn	Type	Policy #	Description		Amount
411900	02/10/12	REN	GLIA	CGSNEG0185	Liability renewal	Columbia Insurance Group	$ 1,100.00
						Invoice Balance:	$ 1,100.00

hgm
ASSOCIATES INC.

****INVOICE****

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

DATE : 12/12/2011
CLIENT NO. : 7241
INVOICE NO. : 703510-7

Progress billing for professional engineering services for the Millard Park 2011 general services as per agreement; from 11/01/11 through 11/30/11.

	CURRENT HOURS	RATE		CURRENT PERIOD
Board Meetings				
(Attend meeting 11/18/11)				
Senior Project Engineer- W. Glismann	1.00	139.80	$	139.80
			$	139.80
Mission Creek Phase 2				
(Construction Observation)				
Senior Project Engineer- W. Glismann	6.00	139.80	$	838.80
Design Engineer - D. Harnisch	15.50	73.56		1,140.18
			$	1,978.98
North Channel Repairs				
Senior Project Engineer- W. Glismann	1.00	139.80	$	139.80
Design Engineer - D. Harnisch	1.50	73.56		110.34
			$	250.14
	Current Amount Due		**$**	**2,368.92**

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

hgm
ASSOCIATES INC.

****INVOICE****

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

DATE : 1/20/2012
CLIENT NO. : 7241
INVOICE NO. : 703510-8

Progress billing for professional engineering services for the Millard Park 2011 general services as per agreement; from 12/01/11 through 1/15/12.

	CURRENT HOURS	RATE	CURRENT PERIOD
Board Meetings			
(Attend meeting 12/15/11)			
Design Engineer - D. Harnisch	1.50	73.56	110.34
			$ 110.34
Mission Creek Phase 2			
(Construction Observation)			
Senior Project Engineer- W. Glismann	4.50	139.80	$ 629.10
Senior Project Engineer- W. Glismann	4.00	144.00	576.00
Design Engineer - D. Harnisch	4.50	73.56	331.02
Design Engineer - D. Harnisch	16.50	75.72	1,249.38
GSI (Geotechnical subconsultant - Invoice attached)			422.00
			$ 3,207.50
Mowing & Snow Contract			
Senior Project Engineer- W. Glismann	4.00	139.80	$ 559.20
Design Engineer - D. Harnisch	6.50	73.56	478.14
Engineering Technician II - P. Geaghan	7.00	70.80	495.60
			$ 1,532.94
	Current Amount Due		**$ 4,850.78**

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

GSI

Please send payment to:
Geotechnical Services, Inc.
P.O. Box 843314
Kansas City, MO 64184-3314

Invoice

Invoice Number: 51203

Invoice Date: 12/31/2011

GSI Project ID: 111129

MISSION CREEK CHANNEL
REESTABLISHMENT PH II
SARPY COUNTY, NEBRASKA
Contract ID: GSI PROPOSAL #P111243

Project Manager: DOUG A. CAREY

Project Office:
9312 G Court
Omaha, Nebraska 68127-1229
Ph: (402) 339-6104 Fax: (402) 339-6297

To: HGM ASSOCIATES INC
5022 SOUTH 114TH STREET
OMAHA, NE 68137
ATTENTION: BILL GLISMANN

Contract Description: TESTING & OBSERVATION SERVICES
Professional Services for the Period: 11/20/2011 to 12/24/2011

		Quantity	Price	Amount
	LABORATORY TESTING			
12/24/11	ASTM D698 (STANDARD PROCTOR)	1.00	$125.00 EACH	$125.00
	LABORATORY TESTING Total:			**$125.00**
	EARTHWORK OBSERVATION & TESTING			
12/24/11	TECHNICIAN	3.50	$42.00 /HR	$147.00
12/24/11	TRIP CHARGE	2.00	$20.00 /TRIP	$40.00
12/24/11	NUCLEAR GAUGE RENTAL	1.00	$25.00 /DAY	$25.00
	EARTHWORK OBSERVATION & TESTING Total:			**$212.00**
	PROJECT MANAGEMENT & REPORT			
12/24/11	CLERICAL	1.00	$40.00 /HR	$40.00
12/24/11	PROJECT MANAGER	0.50	$90.00 /HR	$45.00
	PROJECT MANAGEMENT & REPORT Total:			**$85.00**

*** Total Project Invoice Amount $422.00

Aged Receivables:

Current	31-60 Days	61-90 Days	91-120 Days	> 120 Days
$422.00	$0.00	$0.00	$0.00	$0.00

Entered into KCML 1/21/12
Vendor# 9024
OK to Pay ☐ Wait for Invoicing ☑
Original Invoice in Project File ☑

HGM Proj. Mgr to Approve WJG
HGM Proj#/Task# 703510-004 (If Applicable)
Approved for Payment WJG 1/16/12 (Please initial and date)
RETURN to Accounting when approved

GSI is a Corporation and its EIN is 47-0549028

All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaid balance after 30 days.
Please include invoice number on remittance. Remit from this invoice; statement sent only upon request.

PERIODIC COST ESTIMATE
HGM ASSOCIATES INC.
Consulting Engineers

Estimate No.	2 Contract
Project No.	703510-004
Page 1 of	1
Period Ending:	1/16/2012

Project Description:
Mission Creek Channel Reestablishment Phase II

Owner:
Sanitary & Improvement District 162
Millard Park Subdivision
Sarpy County, Nebraska

Contractor:
M.E. Collins Contracting Co., Inc.
980 B. 25th Street
Wahoo, NE 68066

Date of Estimate:	1/16/2012
Percent Completion:	99%
Current Contract Amt:	$247,196.50
Estimated Completion:	12/15/2011

Item No.	Description	Unit	Unit Price ($)	Quantities Contract	Actual To Date	% To Date	Amount ($)
1.	Mobilization	LS	10,407.00	1.00	1.00	100%	10,407.00
2.	Clearing and Grubbing General	LS	6,172.00	1.00	1.00	100%	6,172.00
3.	Earthwork (Excavation)	CY	21.00	810.00	810.00	100%	17,010.00
4.	Haul and Place Topsoil	CY	25.00	89.00	89.00	100%	2,225.00
5.	Construct 4" Concrete Sidewalk	SF	7.00	80.00	80.00	100%	560.00
6.	Construct Rock Rip Rap - Type B	TON	56.00	176.00	181.05	103%	10,138.80
7.	Geotextile Fabric	SY	7.00	456.00	456.00	100%	3,192.00
8.	Gabion Basket	CY	372.00	499.00	499.00	100%	185,628.00
9.	Rolled Erosion Control Blanket - Type S150	SY	1.20	4,850.00	4,350.00	90%	5,220.00
10.	Rolled Erosion Control Blanket - Type C350	SY	4.00	530.00	520.00	98%	2,080.00
11.	Seeding - Type A	SY	0.35	4,850.00	4,350.00	90%	1,522.50
12.	Seeding - Channel	SY	0.40	530.00	520.00	98%	208.00
13.	Sodding	SY	20.00	20.00	0.00	0%	0.00
14.	Silt Fence	LF	5.00	300.00	0.00	0%	0.00
15.	Natural Resources District Sign	EA	397.00	1.00	1.00	100%	397.00

I hereby certify that the work performed and the materials supplied to date, as shown above represent the actual value of completed work under the terms of this contract in conformity with the plans and specifications and are true and correct.

[Contractor] Date 1/16

I hereby represent that the work has progressed to the point indicated on this application for payment and that to the best of my knowledge the quality of work is in accordance with the Contract Documents based upon on-site observations of the work in progress.

William J Thomsen 1/17/12
HGM Associates Inc. Date

Total Amount Completed Work to Date:	$ 244,760.30
Less Amount Retained (5%):	$ 12,238.02
Less Previous Payments to Contractor:	$ 200,890.80
Total Amount Now Due Contractor:	$ 31,631.49

Breakdown of Materials Delivered:

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

January 24, 2012

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

Re: Sanitary and Improvement District No. 162

==========

For legal services performed re: general services from 12-15-11 through 01-24-12.

(See Attached Schedule of Services)

11.70 hours x $150.00 per hour =	$1,755.00

TOTAL AMOUNT DUE= $1,755.00

SCHEDULE OF SERVICES FOR SID 162

12/15/11 Prepared for and attended lengthy Board of Trustees meeting. **1.50**

12/19/11 Prepared minutes, supporting documents and warrants of last meeting. Spread warrants. **1.70**

12/20/11 Final review of minutes, supporting documents and warrants from last meeting. Mailed minutes to Chairman and accountants. Reviewed e-mail regarding the neighborhood watch sings. Sent an e-mail to Chairman regarding the signs. **3.10**

12/29/11 Filed End of Year Statement with Sarpy County Register of Deeds. **0.40**

01/11/12 Mailed executed minutes and warrants to Ameritas and Sarpy County. **0.30**

01/16/12 Preparation of notice to County Clerk, notice for the Papillion Times, memorandums to all Trustees, the engineers, and others of the next meeting of the Board of Trustees. **1.10**

01/17/12 Call from Rich Harman of Ameritas regarding SID 162's general fund balance. **0.40**

01/23/12 Mailed executed warrants to payees. **0.30**

01/24/12 Reviewed minutes for 1099 information to send to accountants. Reviewed all letter mailed regarding TUP. Reviewed all renewed TUP and prepared an updated list of encroachments on common property. Call from Ryan Costanzo regarding payment history. Prepared Agenda for next meeting of the Board of Trustees. **2.90**

Total **11.70**

CONTRACT AGREEMENT

THIS AGREEMENT, Made and entered into between **Sanitary and Improvement District 162 of Sarpy County, Nebraska, c/o Ronald W. Hunter, 11605 Arbor Street, Suite 104, Omaha, Nebraska, 68144**, hereinafter called the Owner, and_____ _____, hereinafter called the Contractor, with said Agreement to be effective beginning **April 1, 2012** and ending **March 31, 2013.**

WITNESSETH, that **WHEREAS**, the Contractor on the 29th day of February, 2012 did submit proposals to the Owner for the project entitled Millard Park Green Area Maintenance and Snow Removal 2012, Sanitary and Improvement District 162, Sarpy County, Nebraska and copies of which Proposals are hereto attached and made a part thereof, the parties hereto do hereby agree to the terms as follows:

A. The Contractor Agrees As Follows:

I. To furnish all labor, material, skill and equipment, and to perform all the work necessary or incidentally required for the completion of the following items;

Item	*Description*	*Quantity*	*Units*	*Unit Price*	*Total Price*
1.	Mowing & Trimming – Outlots 1, 2, 3, 4 and 5 & Lot 16R	21	Each		
2.	Mowing & Trimming – 168th Street Right-of-Way	21	Each		
3.	Mowing & Trimming – Harrison Street Right-of-Way	21	Each		
4.	Mowing & Trimming – 156th Street Right-of-Way	21	Each		
5.	Mowing & Trimming – Outlots 7, 8, 9 and 11	21	Each		
6.	Mowing & Trimming – Outlot 10	21	Each		
7.	Mowing & Trimming – Lot 218	21	Each		
8.	Landscape Area Maintenance – Roadway Island at 167th Street Entrance	2	Each		
9.	Landscape Area Maintenance – Roadway Island at 164th Avenue Entrance	2	Each		
10.	Landscape Area Maintenance – Roadway Island at 157th Avenue Entrance	2	Each		

11.	Landscape Area Maintenance – Lot 16R	2	Each
12.	Landscape Area Maintenance – Outlot 5	2	Each
13.	Landscape Area Maintenance – Lot 218	2	Each
14.	Trash Collection and Disposal	32	Each
15.	Herbicide Treatment – As Needed & Upon Owner Approval	1	Each
16.	Thistle Spraying – As Needed & Upon Owner Request	1	Each
17.	Removal of Snow and Ice – 1"-6" Of Snow	1	Each
18.	Removal of Snow and Ice – 6"-12" Of Snow	1	Each
19.	Removal of Snow and Ice - Greater Than 12" of Snow	1	Each

If weather conditions or other circumstances dictate, the Owner may request additional mowing, maintaining, trimming, weeding, pruning, mulching, cleanup and trash pick-up or Snow Removal in the locations specified in this Agreement. The Contractor will be compensated at the bid item prices for each additional application. The Owner may also request tree trimming or removal at various times during the term of this Agreement. The Contractor will be compensated at the negotiated prices mutually agreed upon by the Owner and the Contractor. All price quotes for additional work shall be in writing.

II. Contract Item Notes

Items 1-7 Mowing and Trimming shall include all work to mow to a height of 3.5" the entire lawn area, including slopes; trimming around power boxes, guard rails, fences, [redacted], trees, signs [redacted] and all other obstructions and **picking up any loose trash in the lawn area**.

Slopes on the North and South Drainage Channels, including the Culvert at Harrison Street, the culvert under Gertrude Street, and at the outfall into Papillion Creek shall be mowed with a hand trimmer.

The limits of the outlots are defined for mowing and maintenance as the entire area, including slopes, that lies in the area between the boundary of right of way and property owned by others and the line where trees become dense.

Mowing and trimming shall commence approximately April 1, 2012 and shall be repeated:

- **approximately every seven (7) days from April 1, 2012 to June 30, 2012**
- **approximately every fourteen (14) days from July 1, 2012 to August 31, 2012**
- **approximately every seven (7) days from September 1, 2012 to September 30, 2012.**

Item 8-13 Landscape Area Maintenance shall include all labor materials & equipment required to maintain

all landscaping areas, including mulching, spraying for or manually removing weeds, pruning the landscaping plants, and removing any trash, downed branches or miscellaneous debris that has accumulated in the landscaping beds and along the trails.

Contractor shall inspect for any damage to landscape materials or elements and dead plants and inform Owner or Engineer of the problems. At Owners request, Contractor may be authorized to repair items at a mutually agreed upon price.

Item 14 Trash Collection and Disposal shall include all labor, materials & equipment for collecting all trash from the receptacles designated on the attached drawings, as well as any overflow or spillage in the vicinity of said receptacles and disposing of trash offsite in compliance with applicable state and local requirements.

Trash collection and disposal shall begin approximately April 1, 2012 and shall be repeated:

- **approximately every seven (7) days to September 30, 2012**
- **approximately every thirty (30) days from October 1, 2012 to March 31, 2013**

Trash collection shall be completed prior to mowing.

Items 15 Herbicide Treatment shall include all labor, materials and equipment required to spread an acceptable herbicide at the manufacturer recommended times and amounts on all grass areas as directed by Owner.

Items 16 Thistle Spraying shall include all labor, materials and equipment required to spread an acceptable herbicide per the manufacturer's recommendations at all locations as requested by Owner.

Items 17-19 Removal of Snow and Ice shall include all labor, materials & equipment required for the perpetual removal of snow, by manual or mechanical means, from the concrete surfaces as highlighted on the Snow Removal Area drawing, and to chemically treat the concrete surfaces to thwart the accumulation of ice. Clearing shall commence within no more than 24 hours after beginning of snow and ice accumulation.

[redacted]

Contractor obligations shall include the following: repair or replace, or pay for repairs or replacement of lawns, 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.

III. To pay for all materials, skill, labor and machinery 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.

IV. To begin the work herein contracted for on the date of the commencement of the contract through the end of the contract on March 31, 2013.

V. To obtain, effect, maintain and pay for public liability, property damage, and when required, workers compensation wherein this contract is to be performed and to furnish a Certificate of Insurance to the Owner. Additional insured shall include Sanitary and Improvement District No. 162 of Sarpy County, Nebraska. The Contractor shall carry insurance as follows:

General, Medical Expense	$1,000,000 ($5,000 any one person)
Damage to Premises	$ 100,000

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 the Owner shall have the right to order the omission of parts of the work, and that fair deductions based on unit prices, shall be made in the contract price for the omitted work; 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, 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 or 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 be bound in any respect to the Contractor for the payment to the Contractor on the monthly or final estimates of any money in excess of the amount due, based on the number of units completed under the contract.

X. To furnish to the Owner a monthly invoice, itemizing the unit(s) and number thereof, including the dates that each item was completed.

C. The Owner Agrees As Follows:

I. To provide to the Contractor a subdivision map, showing all the work to be completed under this contract.

II. To pay to the Contractor for the full, faithful and prompt performance of this agreement, subject to all of the items and conditions thereof, the sum stated in paragraph I, as follows: Monthly payments, based on completed work that has been approved by the Owner.

III. 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.

IV. That if building material or other debris is placed or dumped on an area to be maintained by the Contractor, or if erosion causes washouts that can not safely be mowed, with an ordinary commercial mower, the Owner will negotiate for the debris removal or repairs of the area.

D. Renewal of Contract

The Owner shall have the option of renewing this contract for the next year for a maximum of three (3) additional years.

E. Cost of Living Adjustment

It is understood and agreed that the Prices may be adjusted on the first anniversary date of this Agreement and each anniversary date thereafter for the remaining term of this Agreement, in order to reflect certain changes. The adjustment shall be made on the following basis of computations:

The most recent United States Department of Labor Statistics, Consumer Price Index, All items, Urban Consumers (the "CPI"), applicable to the Kansas City, Missouri Region (1967 = 100) report for the month of the date of this Agreement shall be considered as the base and the price index in effect for the corresponding month in each successive year shall be compared with this base index figure. The Prices may be either increased or decreased by the percentage of increase or decrease in the price index. Such computation shall be made in the same manner on each yearly anniversary date of this Agreement to determine any adjustments for each subsequent year. If the CPI is discontinued or revised during the term, such other government index or computation

with which it is replaced shall be used in order to obtain substantially the same result.

D. Termination of Contract:

The Owner reserves the right to terminate this contract if it is determined that the Contractor has performed poorly or has failed to comply with the terms of this Agreement.

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

Sanitary and Improvement District No. 162

_____

Rick Hansen, Chairman

_____

Date

CONTRACTOR

BY_____

_____

(Title)

_____

Date

SANITARY & IMPROVEMENT DISTRICT NO. 162
MILLARD PARK
GREEN AREA MAINTENANCE 2012
HGM PROJECT NO. 703510-007

OPINION OF PROBABLE PROJECT COSTS
November 3, 2011

No.	DESCRIPTION	ESTIMATED QUANTITY		UNIT COST	TOTAL COST
1	Mowing & Trimming – Outlots 1, 2, 3, 4 and 5 & Lot 16R	21	EA	$ 375.00	$ 7,875.00
2	Mowing & Trimming – 168th Street Right-of-Way	21	EA	$ 150.00	$ 3,150.00
3	Mowing & Trimming – Harrison Street Right-of-Way	21	EA	$ 225.00	$ 4,725.00
4	Mowing & Trimming – 156th Street Right-of-Way	21	EA	$ 125.00	$ 2,625.00
5	Mowing & Trimming – Outlots 7, 8, 9 and 11	21	EA	$ 350.00	$ 7,350.00
6	Mowing & Trimming – Outlot 10	21	EA	$ 125.00	$ 2,625.00
7	Mowing & Trimming - Lot 218	21	EA	$ 40.00	$ 840.00
8	Landscape Area Maintenance – Roadway Island at 167th Street Entrance	2	EA	$ 200.00	$ 400.00
9	Landscape Area Maintenance – Roadway Island at 164th Avenue Entrance	2	EA	$ 200.00	$ 400.00
10	Landscape Area Maintenance – Roadway Island at 157th Avenue Entrance	2	EA	$ 200.00	$ 400.00
11	Landscape Area Maintenance – Lot 16R	2	EA	$ 200.00	$ 400.00
12	Landscape Area Maintenance – Outlot 5	2	EA	$ 200.00	$ 400.00
13	Landscape Area Maintenance – Lot 218	2	EA	$ 200.00	$ 400.00
14	Trash Collection and Disposal	32	EA	$ 80.00	$ 2,560.00
15	Herbicide Treatment - As Needed & Upon Owner Request	1	EA	$ 1,500.00	$ 1,500.00
16	Thistle Spraying - As Needed & Upon Owner Request	1	EA	$ 150.00	$ 150.00
17	Removal of Snow and Ice - 1"-6"	1	EA	$ 550.00	$ 550.00
18	Removal of Snow and Ice - 6"-12"	1	EA	$ 750.00	$ 750.00
19	Removal of Snow and Ice - Greater Than 12" of Snow	1	EA	$ 1,000.00	$ 1,000.00
				Total Construction Cost	**$ 38,100.00**