

**SANITARY AND IMPROVEMENT DISTRICT NO. 162
OF SARPY COUNTY, NEBRASKA**

**Minutes of Meeting of Board of Trustees
March 29, 2012**

A meeting of the Board of Trustees of Sanitary and Improvement District No. 162 of Sarpy County, Nebraska was convened in open and public session on March 29, 2012 at 6:30 p.m. at Chalco Hills Recreation Area Visitor's Center, 8901 South 154th Street, Omaha, Nebraska.

Present were: Chairman Richard L. Hansen, Clerk Nancy Wackerhagen and Trustees Wes Lyons and John Ritchey.

Absent: Trustee Jim Nichols.

Also present: Engineer Dave Harnisch of HGM Associates, Inc., Richard Harman of Ameritas Investment Corp. and Attorney Larry Forman.

Notice of the meeting was given in advance thereof by publication in the Papillion Times on March 21, 2012, and the attorney presented proof of publication of said notice, a copy of said proof being attached to these minutes. Advance notice was also given to the members of the Board of Trustees and a copy of their acknowledgment of receipt of such notice is attached to these minutes. Notice was also given to the County Clerk of Sarpy County, Nebraska per the attached Certificate of the Clerk of the District. Availability of the agenda was communicated in the advance notice and in the notice given to the Board of Trustees and to the County Clerk. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

The Chairman called the meeting to order and the Clerk called the roll of Board members.

The Chairman stated the next item of business on the agenda was an announcement in compliance with the Nebraska Open Meetings Act. He stated that in compliance with the provisions of the Act, a copy of the Nebraska Open Meetings Act was available for inspection at the table around which the Trustees were seated.

The Chairman stated that the next item of business on the agenda was approval of the minutes of the February 29, 2012 meeting of the Board of Trustees. After brief discussion, the minutes were approved as submitted.

The Chairman stated that the next item of business on the agenda was refunding of construction fund debt. The Chairman called upon Richard Harman of Ameritas Investment Corp. Mr. Harman distributed to the Trustees a five page packet of information, a copy of which is attached to these minutes, containing information regarding the 2004 bond issue, a comparison of the probable difference in interest rates between the 2004 issue and the proposed 2012 issue, information comparing the difference between the tax levy required to service the 2004 bond issue as compared to the proposed 2012 bond issue, and a chart showing total pay-outs for the two issues from 2012 to 2024, showing a total tax savings during that period of \$371,460.00. Mr. Harman stated that under his proposal, the District would pay the June bond fund payment as scheduled, refunding the remaining \$4.8 million. He stated that by taking advantage of current favorable bond rates, the District would be able to reduce its bond fund levy from the current 58¢ down to 56¢. He stated that since the proposed action is a simple refunding of current debt rather than a funding of new debt, an additional meeting would be required to give final approval to the refinancing but no court hearing would be required. He stated that if the Board determines to proceed, he will authorize preparation of the Official Statement for approval at the next Board meeting. Thereafter, upon motion duly made, seconded and roll call vote taken in open session convened, the votes being as follows:

- Richard L. Hansen - Aye
- Nancy Wackerhagen - Aye
- Wes Lyons - Aye
- Jim Nichols - Absent
- John Ritchey - Aye

the following resolutions were adopted:

RESOLVED, that the Board of Trustees of Sanitary and Improvement District No. 162 of Sarpy County, Nebraska does hereby approve the proposed refunding of the remainder of the debt outstanding on the District’s 2004 bond issue after payment of the principal due on June 1, 2012 and does hereby authorize Ameritas Investment Corp. to proceed with preparation of such documentation as shall be necessary to proceed with the proposed refunding.

FURTHER RESOLVED, that the Board of Trustees of the District shall reconvene on April 26, 2012 at 3:00 p.m. at the Chalco Hills Recreation Area Visitor’s Center,

8901 South 154th Street, Omaha, Nebraska to execute such documents as shall be necessary to accomplish the subject refunding.

The Chairman stated that the next item of business on the agenda was the Engineer's report. Engineer Dave Harnisch reported as follows:

A. Status of Contract for Green Area Maintenance/Snow Removal 2012. Mr. Harnisch presented two copies of a contract between the District and Knust, LLC d/b/a LS2 together with a performance, payment and maintenance bond provided by Knust, LLC as principal and Western Surety Company as surety and a brief review of those documents ensued. Thereafter, upon motion duly made, seconded and roll call vote taken in open session convened, the votes being as follows:

Richard L. Hansen	- Aye
Nancy Wackerhagen	- Aye
Wes Lyons	- Aye
Jim Nichols	- Absent
John Ritchey	- Aye

the following resolutions were adopted:

RESOLVED, that the Board of Trustees of Sanitary and Improvement District No. 162 of Sarpy County, Nebraska does hereby approve the proposed agreement between the District and Knust, LLC, a copy of which is attached to these minutes.

FURTHER RESOLVED, that the Chairman be and hereby is authorized and directed to execute two copies of the agreement for and on behalf of the District.

B. Status of Street Sweeping. Mr. Harnisch stated that in accordance with the authorization granted at the February meeting, Clean Sweep will be performing sweeping of the District's streets early in the month of April, weather permitting.

The Trustees directed the Attorney to contact Clean Sweep to request that the bill for sweeping services be sent directly to the Attorney for processing.

C. Mission Creek Retainage. Mr. Harnisch stated that the retainage payable to the District from Mission Creek in the amount of approximately \$12,000.00 is still outstanding, with the amount to be finalized at the April Board meeting.

The Chairman stated that the next item of business on the agenda was designation of replacement legal counsel. After brief discussion, upon motion duly made, seconded and roll call vote taken in open session convened, the votes being as follows:

Richard L. Hansen	- Aye
Nancy Wackerhagen	- Aye
Wes Lyons	- Aye
Jim Nichols	- Absent
John Ritchey	- Aye

the following resolution was adopted:

RESOLVED, that the Board of Trustees of Sanitary and Improvement District No. 162 of Sarpy County, Nebraska does hereby designate Larry R. Forman of Hillman, Forman, Childers & McCormack as attorney for the District effective immediately.

The Chairman stated that the next item of business on the agenda was resident concerns.

A. Trustee John Ritchey recommended that the Board consider mailing periodic newsletters to all District property owners in an attempt to keep the property owners up to date concerning various matters of significance to District residents. The Chairman concurred with this recommendation and suggested that an issue of a newsletter be submitted during the month of May apprising all District residents of the substantial cost savings to be realized by the District as a result of the refunding of the 2004 bond issue. During the discussion that ensued, it was observed that information could also be included regarding those functions to be served by the Sarpy County Sheriff, the Humane Society and the Neighborhood Watch Organization. Information could also be included regarding criteria for temporary use permits and identification of the District's new legal counsel. Following further discussion, the Attorney stated that he would prepare a mock-up newsletter containing the items discussed by the Board for review and commentary by the Board members.

B. Concern was expressed with respect to graffiti under the bridge over the common area. After brief discussion, the Trustees authorized the Chairman to contact Gerald Pesek of G.F. Pesek, Inc. to arrange for removal of the graffiti.

C. Concern was expressed regarding tree branches hanging over the trails that could interfere with biking or walking activity. The Chairman observed that tree trimming is included in

the scope of work under the newly approved contract with Knust, LLC. He directed the Attorney to contact the Engineer to direct personnel of Knust, LLC to check and trim any trees whose limbs or branches are posing a threat to users of the District's trails.

D. It was reported that the trampoline in the common area adjacent to the Timothy Haycraft property at 15807 Josephine has not been removed from the common area despite two prior letters requesting removal. After brief discussion, the Trustees directed the Attorney to submit a certified letter to the Haycrafts advising that if the trampoline is not removed within 7 days of sending of the certified letter, the trampoline will be removed by a contractor selected by the District with a lien being placed against the Haycraft property in the amount of expenses incurred in the removal property, such action being permitted by item #7 of the District's Rules and Regulations pertaining to the common area. The Trustees also observed that a permit was previously given to the Haycrafts for a vegetable garden but that no request for an extension of the permit has been requested and the current permit will be expiring in June. The Trustees observed that all special permits are granted for a two year prior and are automatically transferred to subsequent owners in the event of a change of ownership subsequent to issuance of a permit.

Concern was expressed regarding a fire pit and wood pile placed on the common area behind the home of Mike Alspach at 16015 Josephine Street. After brief discussion, the Trustees directed the Attorney to submit a certified removal notice to Mr. Alspach directing removal of the fire pit and wood pile within 7 days and advising that in the event of failure to comply, the District will procure the services of a contractor to remove those items, filing a lien against the Alspach property for the costs of removal.

The Chairman stated that the next item of business on the agenda was discussion regarding renewal of temporary use permits. In connection with this discussion, the Trustees observed that the District's bookkeeping procedures could be greatly simplified if all permits henceforth issued by the District had the same renewal date. Following brief discussion, the Trustees determined that all permits issued or reissued after the date of this meeting shall have an expiration date of June 30, 2014 (assuming compliance by the permit holder with the terms and conditions associated with the permit). Thereafter, upon motion duly made, seconded and roll call vote taken in open session convened, the votes being as follows:

Richard L. Hansen	- Aye
Nancy Wackerhagen	- Aye
Wes Lyons	- Aye
Jim Nichols	- Absent
John Ritchey	- Aye

the following resolution was adopted:

RESOLVED, that the Board of Trustees of Sanitary and Improvement District No. 162 of Sarpy County, Nebraska does hereby approve renewal of the following temporary use permits for a period expiring June 30, 2014:

Babel - 16125 Josephine
Muldoon - 16145 Josephine
Klimek - 16219 Josephine
Engelmeyer - 16325 Josephine
Newsome - 16415 Josephine
Wagner - 16314 Olive Circle
Bemis - 16510 Olive Circle
Hicks - 15838 Timberlane Drive
Godbersen - 7118 South 157th Street
Doty - 6931 South 159th Street
Gulizia - 6927 South 159th Street
Hackney - 7119 South 167th Circle
Wajda - 7101 South 158th Street

FURTHER RESOLVED, that the temporary use permit for the Grether property at 16223 Josephine Street previously approved at the February Trustees meeting is hereby extended to terminate on June 30, 2014.

The Trustees observed that additional temporary use permit applications had recently been received but, after brief discussion, they determined that those permit applications would be given consideration at the April meeting of the Board.

The Chairman stated that the next item of business on the agenda was budget tracking and funds monitoring. The Chairman stated that the District needs to designate a person to perform this work since Bev Burr, who had performed that work in the past, has recently retired. The Chairman stated that the Attorney had submitted for consideration the names of June Jordening and Shirlee Vakoc, persons who have performed similar service for other districts in the past. After brief

discussion, upon motion duly made, seconded and roll call vote taken in open session convened, the votes being as follows:

Richard L. Hansen	- Aye
Nancy Wackerhagen	- Aye
Wes Lyons	- Aye
Jim Nichols	- Absent
John Ritchey	- Aye

the following resolution was adopted:

RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 162 of Sarpy County, Nebraska that the Chairman be and is hereby authorized to contact June Jordening to explore the feasibility of Ms. Jordening performing budget tracking and funds monitoring services for the District.

The Chairman stated that the next item of business on the agenda was financial matters.

A. NRD Check Status. The Chairman reported that he had recently received from Attorney Ronald Hunter a copy of a check in the amount of \$168,700.00 from Papio-Missouri River Natural Resources District intended for reimbursement to the District (inadvertently designated SID 162 of *Douglas* County) together with a cover letter from Mr. Hunter's office to Sarpy County Treasurer Rich James dated March 16 authorizing deposit of those funds into the District's general fund. A copy of the check and cover letter are attached to these minutes.

B. OPPD Payment Status. The attorney stated that his legal assistant, Sharon Richardson, had recently discussed the District's OPPD account at length with Deanna, an OPPD customer service representative, during the course of which discussion it was determined that the OPPD bill with a due date of March 19, 2012 in the amount of \$14,183.16 had failed to credit the District for warrants #5602, #5616 and #5622 in the total amount of \$12,109.31, leaving a current balance due in the amount of \$2,073.85. The Attorney stated that in order to have the account brought current rather than being in a perpetual state of default, he would recommend payment to OPPD of the amount of \$10,000.00 at this time which would be an amount sufficient to pay the current arrearage together with the next two monthly payments coming due. After brief discussion, the Trustees concurred with this recommendation and determined to issue warrants in the recommended amount during the upcoming discussion on payment of bills.

C. Report of County Treasurer. The Chairman directed the Attorney to contact the County Treasurer to request the submittal of monthly reports regarding the balances on hand in the District's general and construction funds, e-mailing to the Trustees copies of any reports received in that regard.

D. Inadvertent letter to District from Auditor of Public Accounts. The Chairman reported that he had recently received from the Auditor of Public Accounts a letter dated March 21, 2012 acknowledging that the letter from that office dated March 16, 2012, implying incomplete work by the District's accountants in connection with the 2011 Audit, was sent in error based on the State Auditor's incomplete review of materials previously supplied by the District's Accountants. A copy of the letter regarding the State Auditor's error is attached to these minutes.

The Chairman stated that the next item of business on the agenda was ratification of warrants and payment of bills. Upon motion duly made, seconded and roll call vote taken in open session convened, the votes being as follows:

Richard L. Hansen	- Aye
Nancy Wackerhagen	- Aye
Wes Lyons	- Aye
Jim Nichols	- Absent
John Ritchey	- Aye

the following resolution was adopted:

RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 162 of Sarpy County, Nebraska, that the Chairman and Clerk have previously executed and delivered Warrants No. 5622 and 5623 to the following payees and in the following amounts, said warrants being drawn on the General Fund of the District and drawing interest at the rate of 7% per annum and to be redeemed no later than three years from the issuance date by order of the District Court of Sarpy County, Nebraska, after notice is given as required by law and that said warrants are hereby ratified and approved, to-wit:

#5622 OPPD - \$4,086.23 for electric service

#5623 Royal Lawns, Inc.- \$862.00 for snow removal and trash services

The Chairman next recommended the following payment from the District's general fund:

OPPD - electric services	\$10,000.00
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Upon motion duly made, seconded and roll call vote taken in open session convened, the votes being as follows:

Richard L. Hansen	- Aye
Nancy Wackerhagen	- Aye
Wes Lyons	- Aye
Jim Nichols	- Absent
John Ritchey	- Aye

the following resolution was adopted:

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 hereby are authorized and directed to execute and deliver Warrants No. 5624 and 5625 to the following payee and in the following amount, said warrants to be drawn on the General Fund of the District and to draw interest at the rate of 7% per annum and to be redeemed no later than three years from the date of issuance, 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:

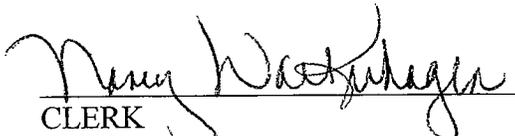
#5624 OPPD - electric services	\$5,000.00
#5625 OPPD - electric services	\$5,000.00

The Chairman stated the next item of business on the agenda was setting of the time and place for the next meeting of the Board. After brief discussion it was determined the next meeting of the Board will be held on April 26, 2012 at 3:00 p.m. at Chalco Hills Recreation Area Visitor's Center, 8901 South 154th Street, Omaha, Nebraska.

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


CHAIRMAN

ATTEST:


CLERK

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SARPY COUNTY SID NO. 162

BOND PAYOUT SCHEDULE

ISSUES:

\$6,850,000 DATED: APRIL 1, 2004 (DUE JUNE 1, 2005 - 2024)

\$2,650,000 DATED: MAY 15, 2009 (DUE MAY 15, 2010-2021)

<u>YEAR</u>	<u>MAY 15 INTEREST 2009 ISSUE</u>	<u>MAY 15 PRINCIPAL 2009 ISSUE</u>	<u>JUNE 1 INTEREST 2004 ISSUE</u>	<u>JUNE 1 PRINCIPAL 2004 ISSUE</u>	<u>NOVEMBER 15 INTEREST 2009 ISSUE</u>	<u>DECEMBER 1 INTEREST 2004 ISSUE</u>	<u>ANNUAL TOTAL</u>	<u>2004 BONDS</u>
2012	43,270.00	195,000.00	118,366.25	290,000.00	40,881.25	112,928.75	800,446.25	521,295.00
2013	40,881.25	200,000.00	112,928.75	305,000.00	38,081.25	106,905.00	803,796.25	524,833.75
2014	38,081.25	205,000.00	106,905.00	315,000.00	34,801.25	100,447.50	800,235.00	522,352.50
2015	34,801.25	215,000.00	100,447.50	330,000.00	31,092.50	93,435.00	804,776.25	523,882.50
2016	31,092.50	220,000.00	93,435.00	345,000.00	27,077.50	85,931.25	802,536.25	524,366.25
2017	27,077.50	230,000.00	85,931.25	365,000.00	22,650.00	77,718.75	808,377.50	528,650.00
2018	22,650.00	235,000.00	77,718.75	385,000.00	17,832.50	68,863.75	807,065.00	531,582.50
2019	17,832.50	250,000.00	68,863.75	400,000.00	12,395.00	59,463.75	808,555.00	528,327.50
2020	12,395.00	260,000.00	59,463.75	420,000.00	6,480.00	48,858.75	807,197.50	528,322.50
2021	6,480.00	270,000.00	48,858.75	445,000.00		37,622.50	807,961.25	531,481.25
2022			37,622.50	470,000.00		25,755.00	533,377.50	533,377.50
2023			25,755.00	495,000.00		13,256.25	534,011.25	534,011.25
2024			13,256.25	525,000.00			538,256.25	538,256.25
	274,561.25	2,280,000.00	949,552.50	5,090,000.00	231,291.25	831,186.25	9,656,591.25	6,870,738.75
TOTAL BONDED DEBT:		7,370,000.00						

SCHEDULE 1

<u>INT RATES</u>	2004 BONDS	2012 BONDS EST INEREST RATES	DIFFERENCE RATES
2013	3.95%	1.35%	-2.60%
2014	4.10%	1.55%	-2.55%
2015	4.25%	1.70%	-2.55%
2016	4.35%	2.05%	-2.30%
2017	4.50%	2.25%	-2.25%
2018	4.60%	2.55%	-2.05%
2019	4.70%	2.80%	-1.90%
2020	5.05%	3.05%	-2.00%
2021	5.05%	3.25%	-1.80%
2022	5.05%	3.45%	-1.60%
2023	5.05%	3.60%	-1.45%
2024	5.05%	3.75%	-1.30%

*MANDATORY SINK FUND BONDS
 CASH FLOW FOR SARPY CO. SID NO. 162

SCHEDULE 2

SOURCE OF FUNDS:

BOND ISSUE	0.00
CASH ON HAND 02/28/2012	841,753.84
FUNDS FROM WARRANTS	<u>0.00</u>
	841,753.84

USE OF FUNDS:

PYMT 2003 BONDS MAY 15, 2011	0.00
REDEEM SERIES 03 & 05 BONDS	0.00
INT ON BONDS TO 07/15/2011	0.00
UNDERWRITERS DISCOUNT	0.00
ISSUANCE EXPENSES (EST)	0.00
BOND SINKING FUNDS	<u>841,753.84</u>
	841,753.84

YEAR	TAXABLE VALUE	BOND LEVY	BD FUND RECEIPTS	SPL ASSES INCOME	INT INCOME @ 0.25%	2004 BOND PAYOUTS	2009 BOND PAYOUT	YEAR END BALANCE
2011	136,583,050	0.58	0.00		0.00			841,753.84 @ Feb 2012
2012	136,583,050	0.58	734,296.67		2,104.38	521,295.00	279,151.25	777,708.64
2013	136,583,050	0.58	776,338.06		1,944.27	524,833.75	278,962.50	752,194.72
2014	136,583,050	0.58	776,338.06		1,880.49	522,352.50	277,882.50	730,178.26
2015	136,583,050	0.58	776,338.06		1,825.45	523,882.50	280,893.75	703,565.51
2016	136,583,050	0.58	776,338.06		1,758.91	524,366.25	278,170.00	679,126.23
2017	136,583,050	0.58	776,338.06		1,697.82	528,650.00	279,727.50	648,784.61
2018	136,583,050	0.58	776,338.06		1,621.96	531,582.50	275,482.50	619,679.62
2019	136,583,050	0.58	776,338.06		1,549.20	528,327.50	280,227.50	589,011.88
2020	136,583,050	0.58	776,338.06		1,472.53	528,322.50	278,875.00	559,624.96
2021	136,583,050	0.45	776,338.06		1,399.06	531,481.25	276,480.00	529,400.83
2022	136,583,050	0.36	602,331.25		1,323.50	533,377.50		599,678.09
2023	136,583,050	0.00	481,865.00		1,499.20	534,011.25		549,031.03
2024			0.00		1,372.58	538,256.25		12,147.36
			8,805,535.42	0.00	21,449.35	6,870,738.75	2,785,852.50	
						<u>408,366.25</u>	2004 pymts	not refunded
						6,462,372.50		

ISSUER: SARPY COUNTY SID NO. 162
 PURPOSE: GENERAL OBLIGATION REFUNDING BONDS
 AMOUNT: \$5,000,000.00
 DATED: MAY 15, 2012
 DUE: AUGUST 15, 2013-2024
 CALLABLE: MAY 15, 2017

SCHEDULE 3

MATURITY DATE	PRINCIPAL AMOUNT	INTEREST RATE	FEBRUARY 15 INTEREST	AUGUST 15 PRINCIPAL	AUGUST 15 INTEREST	ANNUAL TOTAL	TAKE DOWN	TOTAL TAKEDOWN
2012					33,642.50	33,642.50	0.00	0.00
2013	350,000.00	1.350%	67,285.00	350,000.00	67,285.00	484,570.00	0.00	0.00
2014	370,000.00	1.550%	64,922.50	370,000.00	64,922.50	499,845.00	0.00	0.00
2015	380,000.00	1.700%	62,055.00	380,000.00	62,055.00	504,110.00	0.00	0.00
2016	385,000.00	2.050%	58,825.00	385,000.00	58,825.00	502,650.00	0.00	0.00
2017	395,000.00	2.250%	54,878.75	395,000.00	54,878.75	504,757.50	0.00	0.00
2018	405,000.00	2.550%	50,435.00	405,000.00	50,435.00	505,870.00	0.00	0.00
2019	415,000.00	2.800%	45,271.25	415,000.00	45,271.25	505,542.50	0.00	0.00
2020	430,000.00	3.050%	39,461.25	430,000.00	39,461.25	508,922.50	0.00	0.00
2021	445,000.00	3.250%	32,903.75	445,000.00	32,903.75	510,807.50	0.00	0.00
2022	460,000.00	3.450%	25,672.50	460,000.00	25,672.50	511,345.00	0.00	0.00
2023	475,000.00	3.600%	17,737.50	475,000.00	17,737.50	510,475.00	0.00	0.00
2024	490,000.00	3.750%	9,187.50	490,000.00	9,187.50	508,375.00	0.00	0.00
=====			\$528,635.00	\$5,000,000.00	\$562,277.50	\$6,090,912.50	=====	
=====							\$0.00	

PURCHASE PRICE	BOND PROCEEDS	NET INTEREST COST	AVERAGE INTEREST COST	UNDERWRITER DISCOUNT
96.00	\$4,800,000.00	3.6384	3.0747	\$200,000.00

*MANDATORY SINK FUND BONDS
 CASH FLOW FOR SARPY CO. SID NO. 162

USE OF FUNDS:

SOURCE OF FUNDS:

BOND ISSUE	5,000,000.00	MAY 15 Pymt 2009 BONDS	238,270.00
CASH ON HAND 02/28/2012	841,753.84	REDEEM SERIES 2004 BONDS	4,800,000.00
FUNDS FROM WARRANTS	0.00	INT ON 2004 BONDS TO 05/15/2012	103,518.02
	5,841,753.84	UNDERWRITERS DISCOUNT	200,000.00
		ISSUANCE EXPENSES (EST)	32,000.00
		BOND SINKING FUNDS	467,965.82
			5,841,753.84

YEAR	TAXABLE VALUE	BOND LEVY	BD FUND RECEIPTS	SPL ASSES INCOME	INT INCOME @ 0.25%	2004 BOND PAYOUT	2009 BOND PAYOUT	NEW BOND PAYOUT	YEAR END BALANCE
2011	136,583,050	0.58	0.00		0.00				467,965.82
2012	136,583,050	0.56	734,296.67		1,169.91	295,437.50	40,881.25	33,642.50	833,471.15
2013	136,583,050	0.56	749,567.78		2,083.68		278,962.50	484,570.00	821,590.11
2014	136,583,050	0.56	749,567.78		2,053.98		277,862.50	499,845.00	795,504.36
2015	136,583,050	0.56	749,567.78		1,988.76		280,893.75	504,110.00	762,057.15
2016	136,583,050	0.56	749,567.78		1,905.14		278,170.00	502,650.00	732,710.07
2017	136,583,050	0.56	749,567.78		1,831.78		279,727.50	504,757.50	699,624.62
2018	136,583,050	0.56	749,567.78		1,749.06		275,482.50	505,870.00	669,588.96
2019	136,583,050	0.56	749,567.78		1,673.97		280,227.50	505,542.50	635,060.72
2020	136,583,050	0.56	749,567.78		1,587.65		278,875.00	508,922.50	598,418.65
2021	136,583,050	0.40	749,567.78		1,496.05		276,480.00	510,807.50	562,194.97
2022	136,583,050	0.33	535,405.56		1,405.49		0.00	511,345.00	587,661.01
2023	136,583,050	0.00	441,709.58		1,469.15		0.00	510,475.00	520,364.75
2024			0.00		1,300.91		0.00	508,375.00	13,290.66
=====			8,457,521.81	0.00	21,715.53	295,437.50	2,547,562.50	6,090,912.50	8,933,912.50

	2004 Pymts	2012 Est Pymts	Savings
2012	112,928.75	33,642.50	(79,286.25)
2013	524,833.75	484,570.00	(40,263.75)
2014	522,352.50	499,845.00	(22,507.50)
2015	523,882.50	504,110.00	(19,772.50)
2016	524,366.25	502,650.00	(21,716.25)
2017	528,650.00	504,757.50	(23,892.50)
2018	531,582.50	505,870.00	(25,712.50)
2019	528,327.50	505,542.50	(22,785.00)
2020	528,322.50	508,922.50	(19,400.00)
2021	531,481.25	510,807.50	(20,673.75)
2022	533,377.50	511,345.00	(22,032.50)
2023	534,011.25	510,475.00	(23,536.25)
2024	<u>538,256.25</u>	<u>508,375.00</u>	<u>(29,881.25)</u>
	6,462,372.50	6,090,912.50	(371,460.00)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
3-30-2012

PRODUCER
LARRY D. ROH
ACTION INS. AGENCY
12100 West Center Rd.
Omaha, NE 68144
697-8181

INSURED
KNUST LLC

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: JOWA MUTUAL
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	A026225	10-18-2011	10-18-2012	EACH OCCURRENCE \$1,000,000 * DAMAGE (Any one flra) \$1,000,000 MED EXP (Any one person) \$1,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	A026225BA	10-18-2011	10-18-2012	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<input type="checkbox"/> OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SID 162
5022 S. 114TH ST SUITE 200
OMAHA, NE 68137

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Larry D. Roh

CONTRACT AGREEMENT

THIS AGREEMENT, Made and entered this 1st day of March, 2012 between **Sanitary and Improvement District 162 of Sarpy County, Nebraska, c/o Larry Forman, 7171 Mercy Road, Suite 650, Omaha, Nebraska, 68105-2669**, hereinafter called the Owner, and **Knust LLC dba: LS2**, 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 22nd 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;

<i>Item</i>	<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Price</i>	<i>Total Price</i>
1.	Mowing & Trimming – Outlots 1, 2, 3, 4 and 5 & Lot 16R (Approx. 22.6 Ac)	21	Each	\$875.00	\$18,375.00
2.	Mowing & Trimming – 168 th Street Right-of-Way (Approx. 1.0 Ac.)	21	Each	\$39.00	\$819.00
3.	Mowing & Trimming – Harrison Street Right-of-Way (Approx. 2.3 Ac.)	21	Each	\$80.00	\$1,680.00
4.	Mowing & Trimming – 156 th Street Right-of-Way (Approx. 0.7 Ac.)	21	Each	\$27.00	\$567.00
5.	Mowing & Trimming – Outlots 7, 8, 9 and 11 (Approx. 3.2 Ac.)	21	Each	\$124.00	\$2,604.00
6.	Mowing & Trimming – Outlot 10 (Approx. 2.0 Ac.)	21	Each	\$70.00	\$1,470.00
7.	Mowing & Trimming – Lot 218 (Approx. 0.2 Ac.)	21	Each	\$25.00	\$525.00
8.	Landscape Area Maintenance – Roadway Island at 167 th Street Entrance	2	Each	\$72.27	\$144.55
9.	Landscape Area Maintenance – Roadway Island at 164 th Avenue Entrance	2	Each	\$49.77	\$99.55

10.	Landscape Area Maintenance – Roadway Island at 157 th Avenue Entrance	2	Each	\$61.02	\$122.05
11.	Landscape Area Maintenance – Lot 16R	2	Each	\$61.02	\$122.05
12.	Landscape Area Maintenance – Outlot 5	2	Each	\$94.77	\$189.55
13.	Landscape Area Maintenance – Lot 218	2	Each	\$61.02	\$122.05
14.	Tree Trimming – As Needed & Upon Owner Request	1	Hour	\$65.00	\$65.00
15.	Trash Collection and Disposal	32	Each	\$30.00	\$960.00
16.	Herbicide Treatment – As Needed & Upon Owner Approval	1	.25 Ac.	\$90.00	\$90.00
17.	Thistle Spraying – As Needed & Upon Owner Request	1	Hour	\$145.00	\$145.00
18.	Removal of Snow and Ice – 1”-6” Of Snow	10	Each	\$370.00	\$3,700.00
19.	Removal of Snow and Ice – 6”-12” Of Snow	2	Each	\$518.00	\$1,036.00
20.	Removal of Snow and Ice - Greater Than 12” of Snow	1	Each	\$740.00	\$740.00

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 trees, power boxes, guard rails, fences, the split rail fences along the walking trail along Mission Creek and the South Drainage Channel, signs including the No Trespassing signs along Mission Creek and the North and South Drainage Channels and all other obstructions.

Any Trash within the mowed area should be picked up before mowing. Cost of trash pick up for areas is included in the Cost of Item 15 “Trash Collection and Disposal.”

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 Tree Trimming – As Needed & Upon Owner Request. The owner may request Tree trimming, tree removal and/or downed tree debris removal at various times during the term of this Agreement. This work shall be paid for at a unit price per hour and the cost shall include all labor, materials & equipment needed for tree trimming or removal and disposal of debris. The Contactor shall visually survey the requested work and provide a written estimate for Work necessary to satisfy the Owner's request, at the agreed upon unit price per hour of work performed.

Item 15 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, collection of all trash in the mowed areas specified by Items 1 through 7, 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.

Item 16 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.

Item 17 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 18-20 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.

There shall be no Removal of Snow and Ice from the walking trails in Outlots 1, 2, 3 & 4 except at specified locations which are adjacent to public streets and highlighted on the Snow Removal Area drawing.

Contractor obligations shall include the following: repair or replace, or pay for repairs or replacement of pavement, curbs, sidewalks, lawns, sprinkler systems, 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

Richard L. Hansen

Rick Hansen, Chairman

29 March 2012

Date

CONTRACTOR

BY Tim K...

President Owner

(Title)

3/29/12

Date

COMBINED PERFORMANCE
PAYMENT AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, Knaust LLC dba: LS2 as Principal (hereinafter called "Contractor"), and WESTERN SURETY COMPANY Surety (hereinafter called Surety), are held and firmly bound unto Sanitary and Improvement District No. 162, as Oblige, (hereinafter called "Owner") in the amount of \$34,448.44 for the payment of which sum of money we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly severally, and firmly by these presents.

WHEREAS, Contractor has written agreement dated 1st day of March, 2012, entered into a contract with Owner for the construction of the Sanitary and Improvement District No. 162, Millard Park Green Area Maintenance and Snow Removal 2012, Sarpy County, Nebraska, which contract is by reference made a part hereof, and is hereinafter referred to as "the Contract", and

WHEREAS, Contractor is required to furnish a Performance, Payment and Maintenance Bond in connection with said Contract pursuant to the terms and provisions as set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that:

1. If Contractor shall in all respects well and truly keep and perform the said Contract on Contractor's part in accordance with the terms and provisions of all the Contract documents comprising said Contract, and in the time and manner therein prescribed; and,
2. If Contractor shall pay all persons, firms or corporations having contracts directly with the contractor, or with subcontractors, all just claims due them for labor performed, materials furnished, or transportation supplied in the performance of the Contract on account of which this bond is given, when the same are not satisfied out of the portion of the Contract price which the Owner is required to retain until completion of the Contract (but the contractor and his Sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price have been established as provided by the laws of the State of Nebraska); and,

3. If the Contractor shall keep the following items of maintenance in good operating condition as intended by their original design and the contract documents:

Mowing & Maintaining SID Owned Lawns & Landscaping For: 1 year(s)

Clearing Snow & Ice along SID Owned Trails & Walks For: 1 year(s)

which become out of repair due to defects in workmanship or material; then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice:

A. To any extension of time beyond the contract completion date necessary for the Contractor to perform the Contract.

B. To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty-five percent of the total contract price, and shall then be released only to such excess increase.

C. That no provision of this Bond or of any other contract shall be valid which limits to less than five years from time of acceptance of the work the right to sue on this Bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 29th day of March, 2012.

Krust, LLC dba LS2
(CONTRACTOR) (SEAL)

By _____

WESTERN SURETY COMPANY
(SURETY) (SEAL)

By Larry Don Roh.

LARRY DON ROH

Attorney in Fact
Atisch Power-Of-Attorney (Title)

333 W. Wabash Ave., 41st Fl.
Chicago, IL 60604

(Address)

(Witness)

(Witness)

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71253-96

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint LARRY DON ROH

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Knust, LLC

Obligee: Sanitary and Improvement District No. 162

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of June 30, 2013, but until such time shall be irrevocable and in full force and effect.

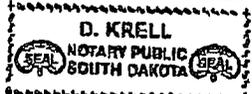
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Brufat, and its corporate seal to be affixed this 29th day of March, 2012.



WESTERN SURETY COMPANY

Paul T. Brufat
Paul T. Brufat, Senior Vice President

On this 29th day of March, in the year 2012, before me, a notary public, personally appeared Paul T. Brufat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



D. Krell
Notary Public - South Dakota

My Commission Expires November 30, 2012

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 29th day of March, 2012.

WESTERN SURETY COMPANY

Paul T. Brufat
Paul T. Brufat, Senior Vice President

Ronald
23 May 12

Ronald W. Hunter
Attorney at Law
11605 Arbor St., Suite 104
Omaha, NE 68144
e-mail: rwhre@hunterlaw.omhcoxmail.com

Phone (402) 397-6965

Fax (402) 397-0607

March 16, 2012

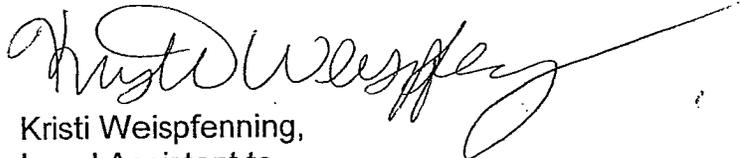
Rich James
Sarpy County Treasurer's Office
1210 Golden Gate Drive, Suite 1127
Papillion, NE 68046

Dear Mr. James:

Enclosed a check in the amount of \$168,700.00 from Papio-Missouri River Natural Resources District payable to SID #162 of Sarpy County, Nebraska. Would you please deposit this check in the General Fund of SID 162.

If you have any questions, please give me a call.

Sincerely Yours,



Kristi Weispfenning,
Legal Assistant to
Ronald W. Hunter

RWH:kaw
enc.

PAPIO - MISSOURI RIVER
NATURAL RESOURCES DISTRICT

To: SID #162 OF DOUGLAS COUNTY

3/8/2012

02022012

2/2/2012

MISSION CREEK CHANNEL PHASE 2

79362

Totals:	\$168,700.00	\$0.00	\$168,700.00
	\$168,700.00	\$0.00	\$168,700.00

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES

PAPIO - MISSOURI RIVER
NATURAL RESOURCES DISTRICT

8901 S. 154TH STREET
OMAHA, NE 68138

WELLS FARGO
OMAHA, NE 68103

27-5
1040

79362

DATE 3/8/2012

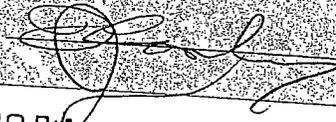
79362

PAY **One hundred sixty eight thousand seven hundred and 00/100 Dollars**

AMOUNT
\$** 168,700.00

TO THE
ORDER OF

SID #162 OF DOUGLAS COUNTY
C/O RONALD W. HUNTER, ATTORNEY
11605 ARBOR STREET SUITE 104
OMAHA, NE 68144



⑈079362⑈ ⑆104000058⑆ 1155068207⑈



NEBRASKA AUDITOR OF PUBLIC ACCOUNTS

Mike Foley
State Auditor

Mike.Foley@nebraska.gov
P.O. Box 98917
State Capitol, Suite 2303
Lincoln, Nebraska 68509
402-471-2111, FAX 402-471-3301
www.auditors.state.ne.us

March 21, 2012

Mr. Richard Hansen
Board Chairperson
15831 Josephine Street
Omaha, Nebraska 68136

RE: Sarpy County SID 162

Our office recently sent a letter dated March 16, 2012, requesting a copy of a separate letter to management (which was made reference to in the audit report issued for fiscal year ended 2011).

The letter of March 16, was sent in error by our office. The separate letter to management was included with the original audit filing submitted to our office.

I apologize for the inconvenience and misunderstanding.

If you have any questions, please contact our office at (402) 471-2111.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Avery", with a long, sweeping underline.

Mark Avery, CPA
Subdivision Audit Review Coordinator

cc: Infinity CPA Group, LLC



Account Number	Due Date	Total Amount Due
4393100041	Mar 19, 2012	\$14,183.16

Customer Name: SID 162 SARPY
Statement Date: February 28, 2012

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 01-30-2012 To 02-28-2012 @29 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$3,843.34	\$29.86	\$4,086.23

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

Sales Tax 213.03
 Total Charges \$4,086.23
 Previous Balance 10,096.93
 Total Amount Due \$14,183.16
 Late Payment Charge of \$163.45 applies after due date.

*pd 3-7-12
5622
\$4086.23*

Larry,

There are 3 warrants OPPD hasn't rec'd yet:

*#3938.95 - #5602 dated 1-26-12
 #4084.13 - #5616 " 2-29-12
 #4086.23 - #5622 " 3-7-12
 \$12,109.31 - total*

*\$14,183.16 - total due on 2-28-12 stmt
 - 12109.31 - outstanding warrants
 # 2073.85 - due - unable to account for*

d.com/MyAccount.

d

ance Fund \$1 \$2 \$5 Other \$ _____

number on our record simplifies outage reporting. Your s identified by the phone number: (402) 397-6965

here to indicate name, address or phone as on back of this statement

3065
OMAHA NE 68103-0065





Account Number	Due Date	Total Amount Due
4393100041	Mar 19, 2012	\$14,183.16

Customer Name: SID 162 SARPY
Statement Date: February 28, 2012

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

Billing Period From 01-30-2012 To 02-28-2012 @29 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	\$17.63	\$3,843.34			
SL61					29.86	3,843.34	\$4,086.23



Royal Lawns Inc.
 2101 N. River Road
 Waterloo, NE. 68069

Invoice

Date	Invoice #
3/2/2012	921

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	3/2/2012	sid162	
Description		Serviced	Rate	Amount
Snow Removal 1 to 12"		2/13/2012	500.00	500.00
pick up trash		2/15/2012	46.00	46.00
pick up trash		2/25/2012	46.00	46.00
Ice Removal 7 bags		2/24/2012	180.00	180.00
Removed fallen limb 2 hr. and trash in grates		2/25/2012	90.00	90.00
Final Invoice				

*pd 3-7-12
5623*

Phone #	E-mail
(402)312-8912	ryan@royallawns.omhcoxmail.com

Total	\$862.00
Payments/Credits	\$0.00
Balance Due	\$862.00

Costaro

BILL STATEMENT EXPLANATIONS

SERVICE REGULATIONS AND RATES	By accepting electric service from OPPD, the customer agrees to comply with OPPD's service regulations, including payment of the bill by the Due Date. Failure to do this can result in the issuance of a notice to disconnect or the actual disconnection of the electric service. The service regulations, rate schedules and information about bill calculations can be reviewed by accessing www.oppd.com or contacting Customer Service.
SEASONAL RATES	Energy charges are based on either the OPPD summer rate, which is in effect from June 1 through September 30, or the winter rate, which is in effect from October 1 through May 31. For a billing period that overlaps both seasons, the energy usage will be prorated to each seasonal period when calculating the bill.
METER READING DATES	OPPD meters are assigned to one of 20 billing periods based on geographic location and are read on or about the same date each month. The date can vary due to weekends, holidays, weather, etc. If the meter is not read, the use will be estimated.
BASIC SERVICE	This item includes billing, meter reading, equipment and other expenses which are incurred whether or not you used electricity during the billing period.
ENERGY USE	This is represented by kilowatt-hour (kWh), which is a measurement equal to the use of 1,000 watt-hours of energy in one hour. For example, lighting a 100-watt bulb for ten hours results in the use/purchase of 1,000 watt-hours or one kilowatt-hour of electricity (100 watts x 10 hours = 1,000 watt-hours or 1 kWh).
FUEL & PURCHASED POWER ADJUSTMENT (FPPA)	The FPPA recovers fuel and purchased power costs above or below the Fuel and Purchased Power Base Rate (defined in Rate Schedule 461). OPPD will calculate the FPPA prior to the start of each year and apply this charge to the number of kilowatt-hours used each month.
MINIMUM MONTHLY BILL	This is a minimum charge established for all rate schedules to recover fixed costs associated with having electric service available to the customer.
ELECTRIC USE PROFILE	This information is specific to your energy use at the present address for the current billing period and, if applicable, your energy use for the same billing period a year ago at this address. The graph provides a comparison of your daily average kilowatt-hour use during the billing periods for the last two years, if available. Also shown is the average daily cost for the energy you used during the current billing period.
LEVEL PAYMENT PLAN	This plan evens out the seasonal differences in electric service bills and is available to both residential and qualified commercial customers, allowing you to pay the same amount each month. Access www.oppd.com or call Customer Service for more information.
CURRENT ACCOUNT STATUS	This is the amount you owe OPPD if you are no longer on the Level Payment Plan.
ENERGY ASSISTANCE FUND	Established by OPPD in cooperation with the American Red Cross, this fund provides emergency aid to disadvantaged customers experiencing financial difficulties and needing help with their energy bills. To donate, mark the appropriate box on your bill and add your contribution to your payment. You can also pledge any dollar amount to be automatically included in your bill each month. Access www.oppd.com or call Customer Service for more information.



Name: _____

CUSTOMER SERVICE: 402-536-4131 or
1-877-536-4131 (outside Omaha)

Mail Address: _____

POWER OUTAGE: 1-800-554-OPPD (6773)

Phone Number: () - -

ADDRESS: PO BOX 3995
OMAHA, NE 68103-0995

WEBSITE: www.oppd.com

BILL PAYING OPTIONS

CHECKING/SAVINGS DEDUCTION	With your approval, your bank or credit union will automatically deduct your monthly OPPD electric service bill from your checking or savings account, saving you time and postage. To sign up access www.oppd.com or call Customer Service.
ONLINE	View and pay your bills anytime at www.oppd.com . To sign up, log in to MyAccount, select the payment option that's best for you, and enroll in our Paperless Billing option.
BY MAIL	Enclose your check or money order, along with the remittance portion of the statement, in the return envelope.
BY PHONE	Pay by phone using a bank card by calling Customer Service.
IN PERSON	To find the nearest location, access www.oppd.com or call Customer Service.



Account Number	Due Date	Total Amount Due
4393100041	Apr 18, 2012	\$10,245.28

Customer Name: SID 162 SARPY
Statement Date: March 29, 2012

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

Billing Period From 02-28-2012 To 03-29-2012 @ 30 Days

Rate	Method No.	Number of Lamps	Price per Lamp	Usage			
				Current Amount	Fuel and Purchased Power Adjustment	Total Usage Amount	Sub-Total Amount per Rate
SL61	61211	218	\$17.63	\$3,843.34			
SL61					28.89	3,843.34	\$4,085.20

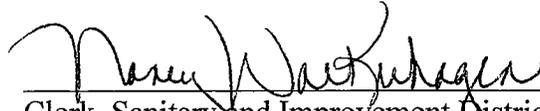
**AGENDA FOR MEETING OF BOARD OF TRUSTEES OF
SANITARY AND IMPROVEMENT DISTRICT NO. 162
OF SARPY COUNTY, NEBRASKA**

Agenda for meeting of Board of Trustees of Sanitary and Improvement District No. 162 of Sarpy County, Nebraska on March 29, 2012, at 6:30 p.m. at Chalco Hills Recreation Area Visitor's Center, 8901 South 154th Street, Omaha, Nebraska.

1. Call meeting to order and roll call.
2. Announcement re compliance with Open Meetings Act.
3. Approve minutes of February 29, 2012 meeting.
4. Refunding of construction fund debt.
5. Engineer's report.
 - A. Status of contract for green area maintenance/snow removal 2012
 - B. Status of street sweeping
 - C. Mission Creek retainage.
6. Designation of legal counsel
7. Resident concerns.
8. Action on temporary use permits
9. Budget tracking/funds monitoring.
10. Financial matters.
 - A. NRD check status
 - B. OPPD payment status
 - C. Report of county treasurer
 - D. Inadvertent letter to District from Auditor of Public Accounts.
11. Ratification of warrants and payment of bills.
121. Set date for next meeting.

CERTIFICATE

The undersigned Clerk of the above-designated District certifies that the foregoing agenda was prepared and available for public inspection at the address shown in the notice of the meeting prior to the commencement of the meeting and no items were added to the agenda after the commencement of the meeting.



Clerk, Sanitary and Improvement District
No. 162 of Sarpy County, Nebraska

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

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

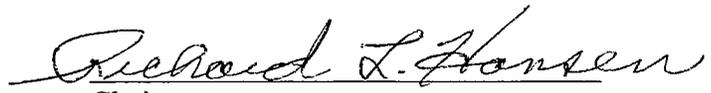
3. All of the subjects addressed at the Meeting were contained in the agenda for the Meeting, which agenda was kept continually current and readily available for public inspection at the address listed in the meeting notice for the Meeting and a copy of which is attached to this Certificate; such subjects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

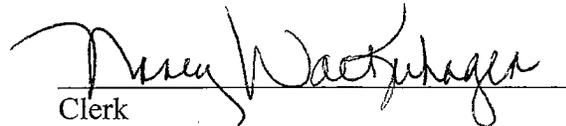
4. A current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during the Meeting in the room in which such Meeting was held and all in attendance at the Meeting were informed that such copy of the Nebraska Open Meetings Act was available for review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

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

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

IN WITNESS WHEREOF, we have hereunto affixed our official signatures this 10 day of April, 2012.


Chairman


Clerk