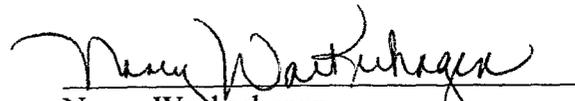


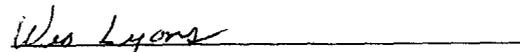
ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF MEETING

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 2:30 o'clock p.m. on Thursday, September 26, 2013, at Chalco Hills Recreation Area Visitors Center, Small Conference Room, 8901 South 154th Street, Omaha, Nebraska 68138.


Richard L. Hansen


Nancy Wackerhagen


John Ritchey


Wes Lyons


Jim Nichols

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 5th day of Oct, 2013.


Chairman


Clerk

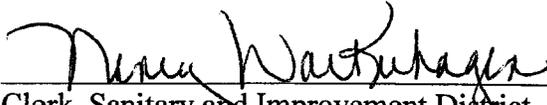
**AGENDA FOR MEETING OF BOARD OF TRUSTEES OF
SANITARY AND IMPROVEMENT DISTRICT NO. 162
OF SARPY COUNTY, NEBRASKA**

Agenda for meeting of Board of Trustees of Sanitary and Improvement District No. 162 of Sarpy County, Nebraska on September 26, 2013, at 2:30 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 in Compliance with Open Meetings Act.
3. Election Matters
 - A. Review and Approve Results
 - B. Elect Chairman and Clerk
 - C. Order Bonds
4. Presentation by Sarpy County Engineer Dennis Wilson regarding Harrison Street Improvements.
5. Approve minutes of September 5, 2013 meeting.
6. Engineer's Report
 - A. Mission Creek Channel Re-establishment Project Phase III
 - B. 2013 Paving Maintenance
7. Resident Concerns.
8. Attorney's Report
 - A. Interlocal Agreement with NRD
 - B. Temporary Use Permit Extensions
9. Budget Tracking
10. Payment of Bills
11. Set Date for Next Meeting - October 24, 2013

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

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

**Minutes of Meeting of Board of Trustees
September 26, 2013**

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 September 26, 2013 at 2:30 p.m. at Chalco Hills Recreation Area Visitors Center, Small Conference Room, 8901 South 154th Street Nebraska.

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

Absent: None.

Also present: Rich Harman of Ameritas Investment Corp., Pat Dowse with the Sarpy County Public Works Department, Engineer Bill Glismann, Attorney Larry Forman and ten District residents.

Notice of the meeting was given in advance thereof by publication in the Papillion Times on September 18, 2013, 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 Attorney stated that the next matter of business on the agenda was election matters. Attorney Larry Forman reported as follows:

A. Review and Approval of Election Results. Mr. Forman distributed to the Trustees copies of the Election Commissioner's Certificate showing that the current members of the Board had been reelected to a two year term of office. After brief discussion, the Trustees approved the Election Commissioner's Certificate and directed that a copy be affixed to the minutes of this meeting.

B. Election of Chairman and Clerk. Mr. Forman stated that it was necessary to elect a Chairman and Clerk. 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	- Aye
John Ritchey	- Aye

the following resolution was adopted:

RESOLVED, that the members of the Board of Trustees of Sanitary and Improvement District No. 162 of Sarpy County, Nebraska do hereby reelect Richard Hansen and Nancy Wackerhagen to the positions of Chairman and Clerk respectively to serve until their successors are elected and qualified.

C. Ordering of Bonds. Mr. Forman stated that it is necessary for the Chairman and Clerk to post bonds. After brief discussion, the Trustees directed Mr. Forman to obtain renewal bonds for both officers.

The Chairman stated that the next item of business on the agenda was a presentation by Sarpy County Engineer Dennis Wilson regarding Harrison Street improvements. The Chairman called upon Pat Dowse of the Sarpy County Public Works Department who stated that he was filling in for Mr. Wilson who was unable to attend the meeting because of a conflict. Mr. Dowse stated that the Harrison Street corridor study is a joint undertaking of Sarpy County, Douglas County, and the City of Omaha regarding the stretch of road from Highway 50 to Highway 6. Those three agencies are currently studying the survey which will control improvements to be placed within the portion of Harrison Street abutting the District. He stated that while progress is being made, a number of problems have been encountered which will result in the project being spread over a number of

years. Trustee John Ritchey inquired as to the process involved in securing an engineer for the project and Mr. Dowse responded that resumes are currently under review with a short list to be compiled followed by interviews of those firms on the list, with selection of a project engineer hopefully being completed by the end of the year. The Chairman inquired as to the nature of the final product to be constructed adjacent to the SID and Mr. Dowse stated that the final roadway will either be four lane divided or five lane, perhaps incorporating a double left turn feature. Trustee Ritchey inquired about a time line for a request for proposals, with Mr. Dowse responding that the design phase will probably take two years, with the project being completed at the end of five years. The Clerk inquired as to installation of a traffic light at 162nd but Mr. Dowse stated that a light at that location is not yet justified by the warrants applicable to placement of traffic lights. One of the problems has to do with intersections not lining up with one another on both sides of Harrison Street. He added that if it is determined to construct five lanes of traffic adjacent to the District, a traffic light would probably be allowed. The Chairman inquired as to a continued requirement of one-half mile between traffic signals and Mr. Dowse responded in the affirmative, indicating that 162nd Street would accordingly be the likely point for installation of a signal. In response to a question from a resident concerning plans for the section of 156th Street from Giles to Harrison, Mr. Dowse stated that that segment of road would be reconfigured as part of the Harrison Street project. In response to another question concerning the installation of center line barriers for the railroad tracks, Mr. Dowse responded that those devices would probably not be warranted. Discussion followed concerning quiet zones where traffic control arms can be lowered near railroad intersections without the necessity for the sounding of horns for an extended period of time. District resident Bud Lynch expressed concern with the situation at 162nd Street, stating that a temporary light needs to be installed immediately to assist residents in dealing with the number of trucks currently utilizing Harrison Street. The Chairman observed that the heavy volume of truck traffic is a natural consequence of the fact that Harrison Street is one of the main east-west corridors in the region along with "Q" Street and Highway 370. The Chairman also inquired about environmental issues and the possible construction of sound barriers. Mr. Dowse responded that a number of factors come into play in order for the project to qualify for federal money. Among the many issues of importance in this area are impact on schools and impact on wetlands. It was also observed that weeds around the

corner of 156th and Chandler/Josephine create a significant obstacle for motorists in the area. Mr. Dowse stated that he would address this issue with the Gretna Maintenance Yard. A question was also raised concerning the large green or white utility boxes and steps that could be taken to make them less offensive from a visibility standpoint by use of fencing or other means. Mr. Dowse stated that any utility boxes in right-of-way are required to have a permit and he stated he would check to see what permits have been issued and what conditions have been attached to those permits. A question was raised concerning the orange barrels in the vicinity of 162nd and Harrison but Trustee Ritchey explained that the barrels cannot yet be removed since the repair work in the area has not yet been completed. Mr. Dowse stated that those barrels which were not essential at that point should at least be placed out of sight so as not to create additional challenges for motorists. After further brief discussions, the Trustees thanked Mr. Dowse for his information, whereupon Mr. Dowse departed the meeting.

The Chairman stated that the next item of business on the agenda was approval of the minutes of the September 5, 2013 meeting of the Board of Trustees. After brief discussion, the minutes of that meeting were approved as submitted.

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

A. Mission Creek Channel Re-establishment Project Phase III. Mr. Glismann presented two copies of contracts for this project which had been previously executed by the contractor and which were executed by the Chairman and Clerk on behalf of the District. He stated that work on this project will begin the week of October 21. The Chairman inquired of Rich Harman of Ameritas Investment Corp. regarding his thoughts about the project. Mr. Harman distributed to the Trustees copies of schedules relating to a bond issue necessary to fund the costs for this project and a review of those schedules ensued. Mr. Harman stated that the current bond fund tax rate of 58¢ can probably remain in place throughout the life of the bond issue but might have to be increased for one year toward the end of the pay-out schedule. He stated that at this time it is difficult to project a bond fund interest rate since the bond market is currently fluctuating. The Chairman stated that the Board feels the project is essential due to the extent of erosion over the course of the past two years, with a number of backyards in the area being threatened if the erosion is allowed to continue. A

number of trees have also fallen into the creek during that period. While a number of trees will be removed as part of the project, a number of new trees will also be installed. Following additional brief discussion, Mr. Harman departed the meeting.

B. 2013 Millard Park Paving Repair. The Engineer presented two copies of contracts for this project which had been previously executed by the contractor and which were executed by the Chairman and Clerk on behalf of the District. Mr. Glismann stated that the contractor intends to begin work on this project during the first week in October.

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

A. Trustee Ritchey observed that “no parking” signs on Audrey Street between 164th and 164th Avenue are placed approximately three feet higher than other “no parking” signs in the area, being placed between nine and ten feet off the ground instead of seven feet from the ground as is the case with most other signs. The Clerk suggested that Terry Williams be directed to address this situation and Mr. Ritchey stated that he would contact him to arrange for that work.

B. Trustee Ritchey stated that in walking the trails through the District, he has observed that recent strong winds have caused many branches to be lowered to a point where they interfere with pedestrian traffic. He stated that he will compile a list of locations where trimming work needs to be done.

C. A resident inquired as to which entity is responsible for maintaining stop signs and similar traffic control signs in the District. The Chairman stated that this work is the responsibility of the SID.

D. A question was also posed concerning responsibility for the pillar signs. The Chairman stated that the town home association is responsible for maintenance of those signs which were installed by the developer rather than the SID.

E. Trustee Lyons inquired concerning the status of a bid for spraying of weeds, stating that he has fielded a number of complaints from District residents. The Chairman stated that a bid has been received from LS2 in the amount of \$2,210.00 for weed spraying in the common area. Mr. Ritchey observed that the area along Harrison between 162nd Avenue and 164th Avenue was already sprayed at homeowner association expense and he stated that the area near 156th and Timberlane is County right-of-way which is not the responsibility of the SID. He suggested that the bid be

recalculated with deletion of these two areas. After brief discussion, the Trustees concurred that LS2 be directed to proceed with the spraying of all areas except the two addressed by Mr. Ritchey, with the bid price being reduced accordingly.

F. The Clerk inquired as to whether the District should authorize additional common area mowings after October 1 in view of continued growth prompted by the unseasonably warm temperatures. After brief discussion, the Chairman suggested LS2 perform one additional mowing before performance of weed spraying work and Mr. Ritchey suggested that if necessary, a final mowing can be approved at the October Trustees meeting.

The Chairman stated the next item of business on the agenda was the Attorney's report. Larry Forman reported as follows:

A. Interlocal Agreement with NRD. Mr. Forman presented to the Trustees an executed copy of the Interlocal Agreement between the Papio-Missouri River Natural Resources District and SID 162, stating that the Agreement was given final approval by the full board of the NRD at its monthly meeting on September 12, 2013. A copy of the executed Interlocal Agreement is attached to these minutes.

B. Temporary Use Permit Extensions. Mr. Forman reported that two of the extension agreements have now been finalized with the necessary insurance documentation attached, while the remaining extensions still require additional documentation from the home owner's insurance carriers of the respective residents.

C. Miscellaneous Correspondence. Mr. Forman distributed to the Trustees copies of a letter to Alan Weedon declining the request of Millard Park Townhomes that the District pay a bill in the amount of \$1,500.00 from Eagle Lawns for trimming of trees on the north side of the creek since the District does not providing mowing service in that area and since the Trustees did not authorize performance of any work by Eagle Lawns. A copy of that letter is attached. He also distributed to the Trustees copies of an email to LS2 regarding oil observed on some of the trails following mowing activity at the end of August together with a response email from Tim Knust indicating that he will address this situation. Copies of those emails are also attached to these minutes.

The Chairman stated the next item of business on the agenda was budget tracking. Copies of the County Treasurer's reports for August, 2013 and the budget tracking documents compiled by Shirlee Vakoc were distributed to the Trustees and briefly reviewed, copies of these documents being attached to these minutes.

The Chairman stated the next item of business on the agenda was payment of bills. The Chairman recommended payment of the following bills from the District's general fund:

- OPPD - \$8,000.00 for electric service
- NP Dodge Insurance Agency, Inc. - \$100.00 for Public Official Bond Renewal
- LS2 Lawn Landscaping - \$2,532.27 for common area maintenance
- Infinity CPA Group, LLC - \$5,385.00 for accounting services
- HGM Associates, Inc. - \$1,269.15 - for engineering services
- Hillman, Forman Law Firm - \$6,028.31 for legal fees & expenses

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 - Aye
- John Ritchey - Aye

the following resolution was adopted:

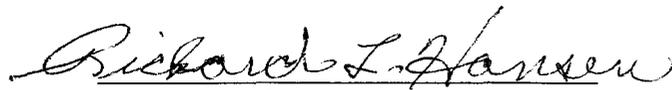
RESOLVED, that the Board of Trustees of Sanitary and Improvement District No. 162 of Sarpy County, Nebraska, that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Warrants No. 5742 through 5750 to the following payees and in the following amounts, said warrants to be drawn on the General Fund of the District and to draw interest at the rate of 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:

#5742	OPPD for electric service	\$5,000.00
#5743	OPPD for electric service	\$3,000.00
#5744	NP Dodge Insurance Agency, Inc. for Inv #SI162-1	\$100.00
#5745	LS2 Lawn Landscaping for common area maintenance	\$2,532.27
#5746	Infinity CPA Group, LLC for accounting services	\$5,000.00
#5747	Infinity CPA Group, LLC for accounting services	\$385.00

#5748 HGM Associates, Inc. for engineering services	\$1,269.15
#5749 Hillman, Forman, Law Firm for bill dated 9/11/13	\$5,000.00
#5750 Hillman, Forman, Law Firm for bill dated 9/11/13	\$1,028.31

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 stated that the next meeting will be held on Thursday, October 24, 2013 at 2:30 p.m. at the Chalco Hills Recreation Area Visitor's Center, Small Conference Room, 8901 South 154th Street, Omaha, Nebraska.

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


CHAIRMAN

ATTEST:


CLERK

CERTIFICATE OF RESULTS OF ELECTION SID #162

We, the undersigned, have been appointed by the Election Commissioner of Sarpy County, Nebraska, to count and record the results of the election for the purpose of electing Trustees of Sanitary and Improvement District Number 162 of Sarpy County, Nebraska, held on the 10th day of September, 2013.

Resident Property Owners Ballot One
Candidates as they appeared on the Ballot

Elect Three
Votes Cast

Nancy Wackerhagen 16313 Josephine St Omaha	104
Richard L Hansen 15831 Josephine St Omaha	93
James C Nichols 16306 Olive Cir Omaha	93
Kevin Jarosz	1
Wes Lyons	1

All Property Owners Ballot Two
Candidates as they appeared on the Ballot

Elect Two
Votes Cast

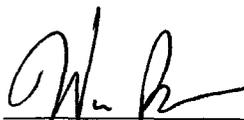
John Ritchey 6903 S 163 rd Cir Omaha	30
Wes Lyons 15727 Gertrude St Omaha	27

Dated this 16th day of September, 2013.


Election Board Member


Election Board Member

I, Wayne Bena, Election Commissioner of Sarpy County, Nebraska certify that the above votes were cast for the Office of Trustee by the Legal Property Owners within the Sanitary and Improvement District.


Wayne Bena, Election Commissioner

Ballots Mailed 701

Ballots Voted 129

STANDARD FORM OF AGREEMENT

THIS AGREEMENT is by and between **Sanitary and Improvement District No. 162** (hereinafter called OWNER) and **Valley Corporation** (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of Gabion Wall

Construction of Sheet Pile Weir

Excavation, Backfill and Compaction behind Retaining Wall

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Sanitary and Improvement District No. 162

Mission Creek Channel Reestablishment Phase III

Sarpy County, Nebraska

HGM Project No. 703510-008

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by **HGM Associates Inc.**, 5022 S. 114th Street, Suite 200, Omaha, NE 68137 who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. Work is to commence within 10 calendar days from the date the Notice to Proceed is issued. The maximum working days allowed to substantial completion is 50. An additional 20 days will be allowed for final completion.

4.02 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.01 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$1,000.00 for each day that expires after the time specified in paragraph 4.01 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$500.00 for each day that expires after the time specified in paragraph 4.01 for final completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined. See proposal for items and quantities.

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the last day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. 10% of Work completed (with the balance being retainage). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

b. 75% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 6% per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in paragraph 4.02 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement
2. Performance Bond
3. Payment Bond
4. General Conditions
5. Special Provisions as listed in the table of contents
6. Drawings
7. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed
 - b. CONTRACTOR's Bid
8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - INSURANCE

10.01 The Contractor shall purchase, and maintain until the expiration of two years after completion of the work, the following policies of insurance with minimum requirements as shown:

A. Workmens Compensation and Employers Liability

1. Workers' Compensation: statutory minimum
2. Longshore and Harbor Workers' Compensation Act endorsement and Admiralty Law endorsements (required if the work involves maritime operations)
3. Employer's Liability: \$100,000.00 per accident

B. Commercial General Liability – ISO Occurrence Form

1. \$1,000,000.00 each occurrence
2. \$2,000,000.00 general aggregate
3. \$2,000,000.00 products – completed operations aggregate
4. \$1,000,000.00 personal & advertising injury
5. \$300,000.00 fire damage
6. \$5,000.00 medical expense

D. Business Auto Liability – Owned, Non-Owned & Hired Vehicles \$1,000,000.00 combined single limit

E. General Provisions:

- i) All policies other than the Contractor's Commercial General Liability policy shall be endorsed to have any annual aggregate apply on a per-project basis and to provide 30 days written notice to the OWNER prior to termination or change in the coverage provided.
- ii) SID 162 reserves the right to approve the Contractor's insurers.
- iii) Workers Compensation and Commercial General Liability policies shall be endorsed to provide Waiver of Subrogation in favor of the NRD
- iv) The Commercial General Liability policy shall be endorsed to include SID 162 as Additional Insured (form CG 20 10).

Prior to commencement of the work, and from time to time thereafter at the OWNER's reasonable request, the Contractor shall submit certificates in form acceptable to the OWNER evidencing that all the above insurance policies are in effect.

ARTICLE 11 - MISCELLANEOUS

11.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

11.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

The Date of Agreement is the 23rd day of August, 2013.

OWNER:

Sanitary and Improvement District No. 162

By Richard L. Hansen

[CORPORATE SEAL]

Attest W. Bluman

Address for giving notices:
15831 Josephine Street

Omaha, NE 68114

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

CONTRACTOR:

Valley Corporation

By: Matt Devinston
Matt Devinston, President

[CORPORATE SEAL]

Attest Paul Hanson, Treasurer

Address for giving notices:
28001 Ida Circle

PO Box 539

Valley, NE 68064

License No. _____
(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign).

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

COMBINED PERFORMANCE
PAYMENT AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, **Valley Corporation** as Principal (hereinafter called "Contractor"), and Capitol Indemnity Corporation, PO Box 5900, Madison, WI 53705-0900 Surety (hereinafter called Surety), are held and firmly bound unto Sanitary and Improvement District No. 162, as Obligee, (hereinafter called "Owner") in the amount of \$ **362,512.55** 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 23rd day of August, 2013, entered into a contract with Owner for the construction of the **Mission Creek Channel Reestablishment Phase III, 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 City 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 construction in good operating condition as intended by their original design and the contract documents:

Retaining Wall For: Two (2) years

Sheet Pile Weir For: Two (2) years

Storm Sewer Pipe & Structure For: Two (2) years

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 3rd day of September, 2013.

Paul Hanson, Treasurer
(Witness)

Amy Nordaune
(Witness)

Amy Nordaune, Account Specialist

Valley Corporation
(CONTRACTOR) (SEAL)
By Matt Bevington
Matt Bevington
President
(Title)

Capitol Indemnity Corporation
(SURETY) (SEAL)
By Ronald Kaihoi
Ronald Kaihoi
Attorney-in-Fact
Attach Power-Of-Attorney (Title)
c/o ACORA Surety & Insurance Services LLC
PO Box 506
Montevideo, MN 56265; Ph: 320-269-8546
(Address)

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally comes _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

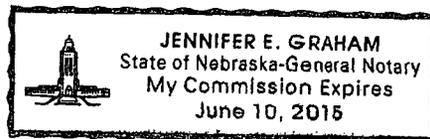
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)

State of Nebraska }
County of Douglas }

On this 3rd day of September, in the year 2013, before me personally come(s) Matthew R. Bevington, to me known, who being duly sworn, deposes and says that he/she resides in the City of Guan that he/she is the President of the Valley Corporation, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.

Jennifer E. Graham
Notary Public



CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

60095847

Bond No. 60095846

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

JACK ANDERSON, RONALD KAIHOI

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 2nd day of May, 2011.

Attest:

Richard W. Allen III

Richard W. Allen III
President
Surety & Fidelity Operations



CAPITOL INDEMNITY CORPORATION

David F. Pauly

David F. Pauly
CEO & President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE }

On the 2nd day of May, 2011 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Daniel W. Krueger

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE }

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate. DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 3rd day of September, 2013



Alan S. Ogilvie

Alan S. Ogilvie
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GRAY SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450.

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

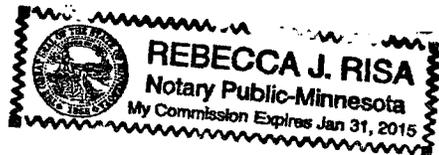
COUNTY OF CHIPPEWA



On this 3rd day of September, 2013, before me, a Notary Public within and for said County, personally appeared **Ronald Kaihoi** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Capitol Indemnity Corporation**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Ronald Kaihoi** acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC

My Commission Expires 1/31/2015



BID FORM

The undersigned have carefully examined the plans, specifications, and contract documents prepared for:

***Sanitary and Improvement District No. 162
Mission Creek Channel Reestablishment Phase III
Sarpy County, Nebraska
HGM Project No. 703510-008***

And hereby acknowledges receipt of Addendum Numbers: _____;

And hereby understands the work is not tax exempt;

And hereby proposes to furnish all labor, material, and equipment required to perform the work according to the following schedule of approximate quantities for the unit price set forth:

ITEM No.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
1	Mobilization	1	LS	\$ 7,500	\$ 7,500
2	Clearing and Grubbing General	1	LS	\$ 7,760.11	\$ 7,760.11
3	Earthwork (Excavation)	2200	CY	\$ 11.64	\$ 25,608.00
4	Haul and Place Topsoil	180	CY	\$ 14.28	\$ 2,570.40
5	Remove Sidewalk	80	SF	\$ 1.38	\$ 110.40
6	Construct 4" Concrete Sidewalk	80	SF	\$ 6.75	\$ 540.00
7	Construct Rock Rip Rap - Type C	1100	TON	\$ 40.39	\$ 44,429.00
8	Grout for Rip Rap	50	CY	\$ 207.34	\$ 10,367.00
9	Geotextile Fabric	1400	SY	\$ 3.74	\$ 5,236.00
10	Gabion Basket	705	CY	\$ 298.27	\$ 210,280.35
11	Steel Sheet Piling	698	SF	\$ 29.00	\$ 20,242.00
12	24" Corrugated Metal Pipe	24	LF	\$ 46.23	\$ 1,109.52
13	Concrete Pipe Collar	1	EA	\$ 751.77	\$ 751.77
14	Pipe Outlet Structure	1	EA	\$ 3,343.71	\$ 3,343.71
15	Rolled Erosion Control Blanket - Type C350	1200	SY	\$ 5.71	\$ 6,852.00
16	Seeding - Channel	1200	SY	\$ 0.44	\$ 528.00
17	Hydraulic Seeding - Type A	2200	SY	\$ 2.10	\$ 4,620.00
18	Sodding	20	SY	\$ 6.14	\$ 122.80
19	Silt Fence	200	LF	\$ 3.07	\$ 614.00
20	Black Locust	2	EA	\$ 399.06	\$ 798.12
21	Kentucky Coffeetree	2	EA	\$ 399.06	\$ 798.12
22	Hackberry	3	EA	\$ 399.06	\$ 1,197.18
23	Red Oak	2	EA	\$ 399.06	\$ 798.12
24	American Linden	4	EA	\$ 399.06	\$ 1,596.24

Valley Corporation

Contractor Company Name

25	Autumn Brilliance Serviceberry	3	EA	\$ 227.16	\$ 681.48
26	Eastern Redbud	5	EA	\$ 282.41	\$ 1,412.05
27	Gray Dogwood	8	EA	\$ 214.88	\$ 1,719.04
28	Grow-Low Sumac	24	EA	\$ 24.56	\$ 589.44
29	Redosier Dogwood	11	EA	\$ 30.70	\$ 337.70
				TOTAL	\$ 362,572.55

And hereby declares that this proposal is made in good faith without fraud or collusion with any other person(s) bidding on this contract;

And hereby agrees to enter into a contract within 15 days of award by the Owner;

And hereby agrees that no bid may be withdrawn within 30 days of the opening bids;

All work under this proposal shall be completed on or before the date specified in the Notice to Bidders. The Owner shall be entitled to deduct from monies of the Contractor for liquidated damages in accordance with Article 4.02 of the agreement contained herein.

Submitted by:

Mark B. [Signature] 7-19-13
Signature Date

President
Title

Valley Corporation
Company Name

28001 Ida Circle P.O. Box 589
Address

Valley, NE 68064

402-359-2578
Telephone

Client#: 34564

VALLE4

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSPRO Insurance P.O. Box 689 Fremont, NE 68026 402 721-9707	CONTACT NAME: Jeannie Samuels
	PHONE (A/C, No, Ext): 402-941-1927
	FAX (A/C, No): 402-721-2844
	E-MAIL ADDRESS: jsamuels@insproins.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Employers Mutual Insurance
	NAIC # 21415
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

INSURED
 Valley Corporation
 P.O. Box 589
 Valley, NE 68064-0589

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		4D27859	04/01/2013	04/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		4E27859	04/01/2013	04/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		4J27859	04/01/2013	04/01/2014	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	4H27859	04/01/2013	04/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Mission Creek Channel Reestablishment Phase III Project. Sanitary & Improvement Dist. #162 is listed as an Additional Insured. Waiver of Subrogation applies in favor of Work Comp.

CERTIFICATE HOLDER

CANCELLATION

Sanitary & Improvement Dist. #162 15831 Josephine St. Omaha, NE 68114	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Ronald L. Eikensier</i>
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STANDARD FORM OF AGREEMENT

THIS AGREEMENT is by and between **Sanitary and Improvement District No. 162** (hereinafter called OWNER) and **Mackie Construction, Inc.** (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Removal and replacement of broken concrete panels
- Routing and sealing of existing minor cracks
- Remove & Replace Top of Grate Inlet Box

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

- Sanitary and Improvement District No. 162
- Millard Park Pavement Repair 2013
- Sarpy County, Nebraska
- HGM Project No. 703510-009**

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by **HGM Associates Inc., 5022 S. 114th Street, Suite 200, Omaha, NE 68137** who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time is of the Essence*

A. Work is to commence within 10 calendar days from the date the Notice to Proceed is issued. The maximum working days allowed to substantial completion is 25. An additional 30 days will be allowed for final completion.

4.02 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.01 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$ 1,000.00 for each day that expires after the time specified in paragraph 4.01 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$ 500.00 for each day that expires after the time specified in paragraph 4.01 for final completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined. See proposal for items and quantities.

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the last day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. 10% of Work completed (with the balance being retainage). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

b. 75% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 6% per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in paragraph 4.02 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement
2. Performance Bond
3. Payment Bond
4. General Conditions
5. Special Provisions as listed in the table of contents
6. Drawings
7. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed
 - b. CONTRACTOR's Bid
8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise.

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - INSURANCE

10.01 The Contractor shall purchase, and maintain until the expiration of two years after completion of the work, the following policies of insurance with minimum requirements as shown:

A. Workmen's Compensation and Employers Liability

1. Workers' Compensation: statutory minimum
2. Longshore and Harbor Workers' Compensation Act endorsement and Admiralty Law endorsements (required if the work involves maritime operations)
3. Employer's Liability: \$100,000.00 per accident

B. Commercial General Liability – ISO Occurrence Form

1. \$1,000,000.00 each occurrence
2. \$2,000,000.00 general aggregate
3. \$2,000,000.00 products – completed operations aggregate
4. \$1,000,000.00 personal & advertising injury
5. \$300,000.00 fire damage
6. \$5,000.00 medical expense

D. Business Auto Liability – Owned, Non-Owned & Hired Vehicles \$1,000,000.00 combined single limit

E. General Provisions:

- i) All policies other than the Contractor's Commercial General Liability policy shall be endorsed to have any annual aggregate apply on a per-project basis and to provide 30 days written notice to the OWNER prior to termination or change in the coverage provided.
- ii) SID 162 reserves the right to approve the Contractor's insurers.
- iii) Workers Compensation and Commercial General Liability policies shall be endorsed to provide Waiver of Subrogation in favor of the NRD
- iv) The Commercial General Liability policy shall be endorsed to include SID 162 as Additional Insured (form CG 20 10).

Prior to commencement of the work, and from time to time thereafter at the OWNER's reasonable request, the Contractor shall submit certificates in form acceptable to the OWNER evidencing that all the above insurance policies are in effect.

ARTICLE 11 - MISCELLANEOUS

11.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

11.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

The Date of Agreement is the 12th day of August, 2013.

OWNER:

CONTRACTOR:

Sanitary and Improvement District No. 162

Mackie Construction, Inc.

By: Richard J. Hansen

By: Kurt Mackie

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest W. Hansen

Attest Kurt Mackie

Address for giving notices:
15831 Josephine Street

Address for giving notices:
Mackie Construction Inc.
3333 South 61st Ave
Omaha, NE 68106

Omaha, NE 68114

(402) 325-5103

License No. 35868
(Where applicable)

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign).

Designated Representative:

Designated Representative:

Name: _____

Name: Kurt Mackie

Title: _____

Title: President

Address: _____

Address: **Mackie Construction Inc.**
3333 South 61st Ave
Omaha, NE 68106

Phone: _____

Phone: (402) 981-8041

Facsimile: _____

Facsimile: (402) 981-933-3494
Km

BID FORM

The undersigned have carefully examined the plans, specifications, and contract documents prepared for:

***Sanitary and Improvement District No. 162
Millard Park Pavement Repair 2013
Sarpy County, Nebraska
HGM Project No. 703510-009***

And hereby declares that this proposal is made in good faith without fraud or collusion with any other person(s) bidding on this contract;

And hereby agrees to enter into a contract within 15 days of award by the Owner;

And hereby agrees that no bid may be withdrawn within 30 days of the submittal;

And hereby understands the work is not tax exempt;

And hereby proposes to furnish all labor, material, and equipment required to perform the work according to the following schedule of approximate quantities for the unit price set forth:

ITEM No.	BID ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNITS	UNIT PRICE	TOTAL AMOUNT
1	Mobilization	1	LS	\$5,000-	\$5,000-
2	Traffic Control	1	LS	\$3,400-	\$3,400-
3	Remove 7" PCC Pavement	893.8	SY	\$15-	\$13,407-
4	Remove 4" Sidewalk	52	SF	\$2-	\$104-
5	Construct 9" PCC Pavement	893.8	SY	\$45-	\$40,221
6	Crushed Rock (6" Depth)	185.9	TON	\$30-	\$5,577-
7	Construct 4" PCC Sidewalk	52	SF	\$3.50	\$182-
8	Remove and Replace Curb & Gutter Construct Concrete Curb Ramp	102	LF	\$35-	\$3,570-
9	w/Detectable Warning	20	SF	\$35-	\$700-
10	Flowable Fill	1	CY	\$200-	\$200-
11	Crack Routing and Sealing	6,000	LF	\$2.50	\$15,000.00
12	Pavement Grind	10	LF	\$20-	\$200-
13	Sodding	10	SY	\$20-	\$200-
14	Adjust Manhole to Grade	20	EA	\$400-	\$8,000-
15	Remove and Replace Lawn Sprinkler	10	LF	\$20-	\$200-
16	Remove & Reset Top of Grate Inlet Box	1	EA	\$3,500-	\$3,500-

* Anticipated start date is: October 2013

TOTAL \$79,461.⁰⁰

Mackie Construction
Contractor Company Name

All work under this proposal shall be completed on or before the date specified in the Notice to Bidders. The Owner shall be entitled to deduct from monies of the Contractor for liquidated damages in accordance with Article 4.02 of the agreement contained herein.

Submitted by:

Kurt Mackie 7/24/13
Signature Kurt Mackie Date

President
Title

Mackie Construction, Inc.
Company Name

3333 S. 61st Ave
Address

Omaha, NE 68106

(402) 981-8041
Telephone

COMBINED PERFORMANCE
PAYMENT AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, **Mackie Construction, Inc.** as Principal (hereinafter called "Contractor"), and Granite Re, Inc., Oklahoma City, OK Surety (hereinafter called Surety), are held and firmly bound unto **Sanitary and Improvement District No. 162**, as Obligee, (hereinafter called "Owner") in the amount of **\$99,461.00** 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 through a written agreement dated the 12th day of August, 2013, entered into a contract with Owner for the construction of the **Sanitary and Improvement District No. 162, Millard Park Pavement Repair 2013, 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 City 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 construction in good operating condition as intended by their original design and the contract documents:

Pavement For: 2 years

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:

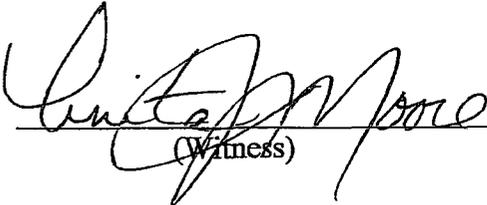
A. To any extension of time beyond the contract completion date necessary for the Contractor to perform the Contract.

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 23rd day of August, 2013.


(Witness)


(Witness)

MACKIE CONSTRUCTION, INC.
(CONTRACTOR) (SEAL)

By Kurt Mackie
Kurt Mackie, President
(Title)

GRANITE RE, INC.
(SURETY) (SEAL)

By Suzanne P. Westerholt
Suzanne P. Westerholt
Attorney-in-Fact
Attach Power-Of-Attorney (Title)

14001 Quailbrook Dr., Oklahoma City,
OK 73134 (Address)

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

ROBERT T. CIRONE; JAMES M. KING; JACOB J. BUSS; SUZANNE P. WESTERHOLT its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

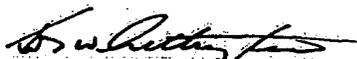
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

ROBERT T. CIRONE; JAMES M. KING; JACOB J. BUSS; SUZANNE P. WESTERHOLT may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 19th day of July, 2012.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

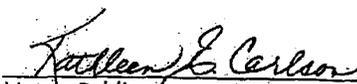


Kyle P. McDonald, Treasurer

On this 19th day of July, 2012, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2013
Commission #: 01013257





Notary Public

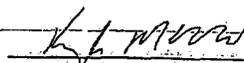
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 23rd day of August, 2013:





Kyle P. McDonald, Secretary/Treasurer



CERTIFICATE OF LIABILITY INSURANCE

MACKI-1 OP ID: SCBE

DATE (MM/DD/YYYY)
08/07/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McCashland Kirby Ins Agency 8231 Northwoods Dr, Ste A Lincoln, NE 68505 Michael McCashland	Phone: 402-466-2800 Fax: 402-466-3229	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURED Mackie Construction, Inc. Kurt Mackie 6232 N 155th Ave Omaha, NE 68116		INSURER(S) AFFORDING COVERAGE INSURER A: United Fire Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 13021	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		60430363	04/22/2013	04/22/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			60430363	04/22/2013	04/22/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			60430363	04/22/2013	04/22/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	60430363	04/22/2013	04/22/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 SID 162 and HGM Associates, Inc are Additional Insured's on the General Liability coverage as required by written contract.

CERTIFICATE HOLDER Sanitary and Improvement District No. 162 Douglas County, NE	SANITAR	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**SARPY COUNTY SID NO. 162
BOND PAYOUT SCHEDULE**

ISSUES:

\$2,650,000 DATED: MAY 15, 2009 (DUE MAY 15, 2010-2021)
\$4,875,000 DATED JUNE 1, 2012 (DUE JUNE 1, 2013-2024)

YEAR	MAY 15 INTEREST 2009 ISSUE	MAY 15 PRINCIPAL 2009 ISSUE	JUNE 1 INTEREST 2012 ISSUE	JUNE 1 PRINCIPAL 2012 ISSUE	NOVEMBER 15 INTEREST 2009 ISSUE	DECEMBER 1 INTEREST 2012 ISSUE	ANNUAL TOTAL
2013	40,881.25	200,000.00	56,005.00	340,000.00	38,081.25	53,965.00	728,932.50
2014	38,081.25	205,000.00	53,965.00	360,000.00	34,801.25	51,535.00	743,382.50
2015	34,801.25	215,000.00	51,535.00	370,000.00	31,092.50	48,760.00	751,188.75
2016	31,092.50	220,000.00	48,760.00	375,000.00	27,077.50	45,572.50	747,502.50
2017	27,077.50	230,000.00	45,572.50	385,000.00	22,650.00	41,915.00	752,215.00
2018	22,650.00	235,000.00	41,915.00	395,000.00	17,832.50	37,767.50	750,165.00
2019	17,832.50	250,000.00	37,767.50	405,000.00	12,395.00	33,008.75	756,003.75
2020	12,395.00	260,000.00	33,008.75	420,000.00	6,480.00	27,653.75	759,537.50
2021	6,480.00	270,000.00	27,653.75	435,000.00		21,563.75	760,697.50
2022			21,563.75	450,000.00		14,926.25	486,490.00
2023			14,926.25	465,000.00		7,718.75	487,645.00
2024			7,718.75	475,000.00			482,718.75
	231,291.25	2,085,000.00	440,391.25	4,875,000.00	190,410.00	384,386.25	8,206,478.75

TOTAL BONDED DEBT: 6,960,000.00

ISSUER: SARPY COUNTY SID NO. 162
PURPOSE GENERAL OBLIGATION BONDS
AMOUNT: \$760,000.00
DATED: MARCH 1, 2014
DUE: AUGUST 1, 2022-2024
CALLABLE FEBRUARY 1, 2019

MATURITY DATE	PRINCIPAL AMOUNT	INTEREST RATE	FEBRUARY 1 INTEREST	AUGUST 1 PRINCIPAL	AUGUST 1 INTEREST	ANNUAL TOTAL
2014	0.00	0.000%		0.00	15,017.50	15,017.50
2015	0.00	0.000%	15,017.50	0.00	15,017.50	30,035.00
2016	0.00	0.000%	15,017.50	0.00	15,017.50	30,035.00
2017	0.00	0.000%	15,017.50	0.00	15,017.50	30,035.00
2018	0.00	0.000%	15,017.50	0.00	15,017.50	30,035.00
2019	0.00	0.000%	15,017.50	0.00	15,017.50	30,035.00
2020	0.00	0.000%	15,017.50	0.00	15,017.50	30,035.00
2021	0.00	0.000%	15,017.50	0.00	15,017.50	30,035.00
2022	245,000.00	3.850%	15,017.50	245,000.00	15,017.50	275,035.00
2023	255,000.00	3.950%	10,301.25	255,000.00	10,301.25	275,602.50
2024	260,000.00	4.050%	5,265.00	260,000.00	5,265.00	270,530.00
=====			\$135,706.25	\$760,000.00	\$150,723.75	\$1,046,430.00

PURCHASE PRICE	BOND PROCEEDS	NET INTEREST COST	AVERAGE INTEREST COST	UNDERWRITER DISCOUNT
92.00	\$699,200.00	4.8417	3.9939	\$60,800.00

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

SOURCE OF FUNDS:

USE OF FUNDS:

BOND ISSUE	760,000.00	REDEEM WARRANTS	700,000.00
EST CASH ON HAND 03/01/2014	719,432.65	EST INT ON WARRANTS	16,333.00
FUNDS FROM WARRANTS	0.00	UNDERWRITERS DISCOUNT	60,800.00
	1,479,432.65	ISSUANCE EXPENSES (EST)	7,250.00
		BOND SINKING FUNDS	695,049.65
			1,479,432.65

YEAR	TAXABLE VALUE	BOND LEVY	BD FUND RECEIPTS	SPL ASSES INCOME	INT INCOME @ 0.125%	09 & 12 BOND PAYOUTS	NEW BOND PAYOUT	YEAR END BALANCE
2013	132,976,825	0.58	0.00		0.00			695,049.65
2014	132,976,825	0.58	755,840.27		868.81	743,382.50	15,017.50	758,400.00
2015	132,976,825	0.58	755,840.27		866.70	751,188.75	30,035.00	781,223.75
2016	132,976,825	0.58	755,840.27		976.53	747,502.50	30,035.00	777,537.50
2017	132,976,825	0.58	755,840.27		971.92	752,215.00	30,035.00	782,250.00
2018	132,976,825	0.58	755,840.27		977.81	750,165.00	30,035.00	780,200.00
2019	132,976,825	0.58	755,840.27		975.25	756,003.75	30,035.00	786,038.75
2020	132,976,825	0.58	755,840.27		982.55	759,537.50	30,035.00	789,572.50
2021	132,976,825	0.58	755,840.27		986.97	760,697.50	30,035.00	790,732.50
2022	132,976,825	0.58	755,840.27		988.42	486,490.00	275,035.00	761,525.00
2023	132,976,825	0.58	755,840.27		951.91	487,645.00	275,602.50	763,247.50
2024			755,840.27		954.06	482,718.75	270,530.00	753,248.75
=====			8,314,243.01	0.00	10,500.92	7,477,546.25	1,046,430.00	8,523,976.25
								774,906.93

SARPY COUNTY SID NO. 162 CASH FLOW

PROJECTED BOND FUND TAX COLLECTIONS

		BOND	INVEST	INVEST	2014	771,266	MONTH END
		PAYOUT	INCOME	PURCHASES	MATURITY	WARRANTS	BALANCE
					DATE	REDEEMED	
2013	AUG						811,478.90 ACTUAL
2013	SEP						811,478.90 PROJECTED
2013	OCT						811,478.90 PROJECTED
2013	NOV 15	38,081.25					773,397.65 PROJECTED
2013	DEC 1	53,965.00					719,432.65 PROJECTED
2014	JAN						719,432.65 PROJECTED
2014	FEB						719,432.65 PROJECTED
2014	MAR						719,432.65 PROJECTED
2014	APR		377,500	EST TAXES			1,096,932.65 PROJECTED
2014	MAY 15	243,081.25					853,851.40 PROJECTED
2014	JUN 1	413,965.00					439,886.40 PROJECTED
2014	JUL		377,500	EST TAXES			817,386.40 PROJECTED
2014	AUG					15,017.50	802,368.90 PROJECTED
2014	SEP						802,368.90 PROJECTED
2014	OCT						802,368.90 PROJECTED
2014	NOV 15	34,801.25					767,567.65 PROJECTED
2014	DEC 1	51,535.00					716,032.65 PROJECTED
2015	JAN						716,032.65 PROJECTED
2015	FEB					15,017.50	701,015.15 PROJECTED
2015	MAR						701,015.15 PROJECTED
2015	APR		377,500	EST TAXES			1,078,515.15 PROJECTED
2015	MAY 15	249,801.25					828,713.90 PROJECTED
2015	JUN 1	421,535.00					407,178.90 PROJECTED
2015	JUL		377,500	EST TAXES			784,678.90 PROJECTED
2015	AUG					15,017.50	769,661.40 PROJECTED
2015	SEP						769,661.40 PROJECTED
2015	OCT						769,661.40 PROJECTED
2015	NOV 15	31,092.50					738,568.90 PROJECTED
2015	DEC 1	48,760.00					689,808.90 PROJECTED
2016	JAN						689,808.90 PROJECTED
2016	FEB					15,017.50	674,791.40 PROJECTED
2016	MAR						674,791.40 PROJECTED
2016	APR		377,500	EST TAXES			1,052,291.40 PROJECTED
2016	MAY 15	251,092.50					801,198.90 PROJECTED
2016	JUN 1	423,760.00					377,438.90 PROJECTED
2016	JUL		377,500	EST TAXES			754,938.90 PROJECTED
2016	AUG					15,017.50	739,921.40 PROJECTED
2016	SEP						739,921.40 PROJECTED
2016	OCT						739,921.40 PROJECTED
2016	NOV 15	27,077.50					712,843.90 PROJECTED
2016	DEC 1	45,572.50					667,271.40 PROJECTED
2017	JAN						667,271.40 PROJECTED
2017	FEB					15,017.50	652,253.90 PROJECTED
2017	MAR						652,253.90 PROJECTED
2017	APR		377,500	EST TAXES			1,029,753.90 PROJECTED
2017	MAY 15	257,077.50					772,676.40 PROJECTED
2017	JUN 1	430,572.50					342,103.90 PROJECTED
2017	JUL		377,500	EST TAXES			719,603.90 PROJECTED
2017	AUG					15,017.50	704,586.40 PROJECTED
2017	SEP						704,586.40 PROJECTED
2017	OCT						704,586.40 PROJECTED
2017	NOV 15	22,650.00					681,936.40 PROJECTED
2017	DEC 1	41,915.00					640,021.40 PROJECTED

SARPY COUNTY SID NO. 162 CASH FLOW

PROJECTED BOND FUND TAX COLLECTIONS

		BOND PAYOUT	INVEST INCOME	INVEST PURCHASES	2014 MATURITY DATE	771,266 WARRANTS REDEEMED	MONTH END BALANCE	
2018	JAN						640,021.40	PROJECTED
2018	FEB					15,017.50	625,003.90	PROJECTED
2018	MAR						625,003.90	PROJECTED
2018	APR		377,500	EST TAXES			1,002,503.90	PROJECTED
2018	MAY 15	257,650.00					744,853.90	PROJECTED
2018	JUN 1	436,915.00					307,938.90	PROJECTED
2018	JUL		377,500	EST TAXES			685,438.90	PROJECTED
2018	AUG					15,017.50	670,421.40	PROJECTED
2018	SEP						670,421.40	PROJECTED
2018	OCT						670,421.40	PROJECTED
2018	NOV 15	17,832.50					652,588.90	PROJECTED
2018	DEC 1	37,767.50					614,821.40	PROJECTED
2019	JAN						614,821.40	PROJECTED
2019	FEB					15,017.50	599,803.90	PROJECTED
2019	MAR						599,803.90	PROJECTED
2019	APR		377,500	EST TAXES			977,303.90	PROJECTED
2019	MAY 15	267,832.50					709,471.40	PROJECTED
2019	JUN 1	442,767.50					266,703.90	PROJECTED
2019	JUL		377,500	EST TAXES			644,203.90	PROJECTED
2019	AUG					15,017.50	629,186.40	PROJECTED
2019	SEP						629,186.40	PROJECTED
2019	OCT						629,186.40	PROJECTED
2019	NOV 15	12,395.00					616,791.40	PROJECTED
2019	DEC 1	33,008.75					583,782.65	PROJECTED
2020	JAN						583,782.65	PROJECTED
2020	FEB					15,017.50	568,765.15	PROJECTED
2020	MAR						568,765.15	PROJECTED
2020	APR		377,500	EST TAXES			946,265.15	PROJECTED
2020	MAY 15	272,395.00					673,870.15	PROJECTED
2020	JUN 1	453,008.75					220,861.40	PROJECTED
2020	JUL		377,500	EST TAXES			598,361.40	PROJECTED
2020	AUG					15,017.50	583,343.90	PROJECTED
2020	SEP						583,343.90	PROJECTED
2020	OCT						583,343.90	PROJECTED
2020	NOV 15	6,480.00					576,863.90	PROJECTED
2020	DEC 1	27,653.75					549,210.15	PROJECTED
2021	JAN						549,210.15	PROJECTED
2021	FEB					15,017.50	534,192.65	PROJECTED
2021	MAR						534,192.65	PROJECTED
2021	APR		377,500	EST TAXES			911,692.65	PROJECTED
2021	MAY 15	276,480.00					635,212.65	PROJECTED
2021	JUN 1	462,653.75					172,558.90	PROJECTED
2021	JUL		377,500	EST TAXES			550,058.90	PROJECTED
2021	AUG					15,017.50	535,041.40	PROJECTED
2021	SEP						535,041.40	PROJECTED
2021	OCT						535,041.40	PROJECTED
2021	NOV 15						535,041.40	PROJECTED
2021	DEC 1	21,563.75					513,477.65	PROJECTED

SARPY COUNTY SID NO. 162 CASH FLOW

PROJECTED BOND FUND TAX COLLECTIONS

		BOND	INVEST	INVEST	2014	771,266	MONTH END
		PAYOUT	INCOME	PURCHASES	MATURITY	WARRANTS	BALANCE
					DATE	REDEEMED	
2022	JAN						513,477.65 PROJECTED
2022	FEB					15,017.50	498,460.15 PROJECTED
2022	MAR						498,460.15 PROJECTED
2022	APR		377,500	EST TAXES			875,960.15 PROJECTED
2022	MAY 15						875,960.15 PROJECTED
2022	JUN 1	471,563.75					404,396.40 PROJECTED
2022	JUL		377,500	EST TAXES			781,896.40 PROJECTED
2022	AUG					260,017.50	521,878.90 PROJECTED
2022	SEP						521,878.90 PROJECTED
2022	OCT						521,878.90 PROJECTED
2022	NOV 15						521,878.90 PROJECTED
2022	DEC 1	14,926.25					506,952.65 PROJECTED
2023	JAN						506,952.65 PROJECTED
2023	FEB					10,301.25	496,651.40 PROJECTED
2023	MAR						496,651.40 PROJECTED
2023	APR		377,500	EST TAXES			874,151.40 PROJECTED
2023	MAY 15						874,151.40 PROJECTED
2023	JUN 1	479,926.25					394,225.15 PROJECTED
2023	JUL		377,500	EST TAXES			771,725.15 PROJECTED
2023	AUG					265,301.25	506,423.90 PROJECTED
2023	SEP						506,423.90 PROJECTED
2023	OCT						506,423.90 PROJECTED
2023	NOV 15						506,423.90 PROJECTED
2023	DEC 1	7,718.75					498,705.15 PROJECTED
2024	JAN						498,705.15 PROJECTED
2024	FEB					5,265.00	493,440.15 PROJECTED
2024	MAR						493,440.15 PROJECTED
2024	APR		377,500	EST TAXES			388,221.40 PROJECTED
2024	MAY 15						388,221.40 PROJECTED
2024	JUN 1	482,718.75					(94,497.35) PROJECTED
2024	JUL		377,500	EST TAXES			283,002.65 PROJECTED
2024	AUG					265,265.00	17,737.65 PROJECTED

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and executed on the date or dates hereinafter set forth by and between the Papio-Missouri River Natural Resources District, a municipal corporation and political subdivision of the State of Nebraska (herein "NRD") and SANITARY AND IMPROVEMENT DISTRICT NO. 162 OF SARPY COUNTY, NEBRASKA, a municipal corporation and a political subdivision of the State of Nebraska (herein "District"),

WHEREAS, NRD is a municipal corporation serving persons and property located within portions of eastern Nebraska including but not limited to Douglas and Sarpy Counties, Nebraska; and

WHEREAS, District is a municipal corporation serving persons and property within the Millard Park subdivisions situated southeasterly of 168th & Harrison Street in Sarpy County, Nebraska; and

WHEREAS, District desires to construct, at its expense and at no expense to NRD, certain improvements and to perform certain work under the project designated Mission Creek Channel Reestablishment Phase III (the "Project") within the boundaries of District to preserve and protect the waterway depicted on Exhibit "A" attached hereto and the properties abutting thereon in accordance with the plans and specifications pertaining thereto as prepared by HGM Associates, Inc. ("Project Engineers") under Project No. 703510-008; and

WHEREAS, NRD, having authority to deal with projects involving waterways within Douglas and Sarpy Counties of Nebraska, has an interest in the Project; and

WHEREAS, District desires to enter into this Interlocal Agreement with NRD since the power to contract for performance of the work included within the Project is within the scope of purposes and powers possessed by NRD; and

WHEREAS, NRD is willing to participate in this Interlocal Agreement provided District agrees to indemnify, hold harmless and defend NRD from any claims made by the Project Engineers or Contractors regarding the Project,

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties hereto and their respective constituents, the parties hereto, pursuant to the Interlocal Cooperation Act, hereby covenant and agree as follows:

1. **Approval of Final Design Work.** The parties hereby approve the final design work for the Project as incorporated in the plans and specifications therefore as prepared by the Project Engineers.

2. **Publication of Notice to Contractors.** The parties acknowledge that the Project Engineers have heretofore prepared such documents as were necessary to permit District to publish a Notice to Contractors for the work included within the Project, a copy of said Notice to Contractors being attached hereto as Exhibit "B".

3. **Adoption of Requisite Resolutions to Permit Award of Contract.** The District covenants that it has heretofore adopted such Resolutions as are necessary for it to proceed with the Project and NRD covenants that it shall adopt such Resolutions as shall be necessary to approve this Interlocal Agreement. The parties agree that they shall comply fully and completely with all conditions precedent to the legal and binding adoption of said Resolutions. Each party shall furnish a certified copy of any Resolution so adopted by it to the other party hereto.

4. **Contract Requirements.** The contract for the Project shall be prepared by the Project Engineers and approved by counsel for the District.

5. **Payments to Contractor.** Payment shall be made to the contractor by the District based upon monthly progress estimates approved by the Project Engineers as to the amount of work satisfactorily completed during the preceding month less retainage customarily required under contracts to which District is a party. The District shall be solely responsible for payments to the contractor for its work in connection with the Project.

6. **Payments to Project Engineers.** The District shall be solely responsible for payments to the Project Engineers for their services in connection with the Project.

7. **Future Operation and Maintenance Costs.** The District shall be solely responsible for payment of future operation and maintenance expenses in connection with the Project.

8. **Administrator.** The project Administrator under this Interlocal Agreement shall be Richard Hansen, Chairman of the District.

9. **Conditions Precedent to Binding Agreement.** This Agreement shall be deemed a proposal for an Interlocal Agreement pending the execution of three original copies hereof by the signatories whose names and titles are set forth hereafter, said executions to be accomplished subsequent to adoption of necessary enabling resolutions by the parties, preceded by compliance with all applicable legal requirements including those dealing with advance publications, notices, and other requirements of law, approving this Interlocal Agreement and authorizing its execution by the parties designated by each governing body.

10. **Indemnification.** District hereby covenants to indemnify, hold harmless and defend NRD from any claims made by the Project Engineers or Contractors regarding the Project.

11. **Notice.** Any notices to be given hereunder shall be in writing and shall be hand-delivered or sent by certified mail or overnight courier, said notices being deemed effective on the

date of receipt by the recipient or, in the event of refusal by the recipient to accept delivery, on the date of attempted delivery, to the following persons:

A. To NRD - General Manager, Papio-Missouri River Natural Resources District, 8901 South 154th Street, Omaha, Nebraska 68138-3621.

B. To District - Chairman, Sanitary and Improvement District No. 162 of Sarpy County, Nebraska, c/o Larry R. Forman, Esq., Hillman, Forman, Childers & McCormack, 7171 Mercy Road, Suite 650, Omaha, NE 68106.

C. To Administrator - Richard Hansen, 15831 Josephine Street, Omaha, NE 68136-1050.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the dates indicated opposite their respective names at Papillion, Sarpy County, Nebraska.

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

ATTEST:

[Signature]
Title: Natural Resources Planner

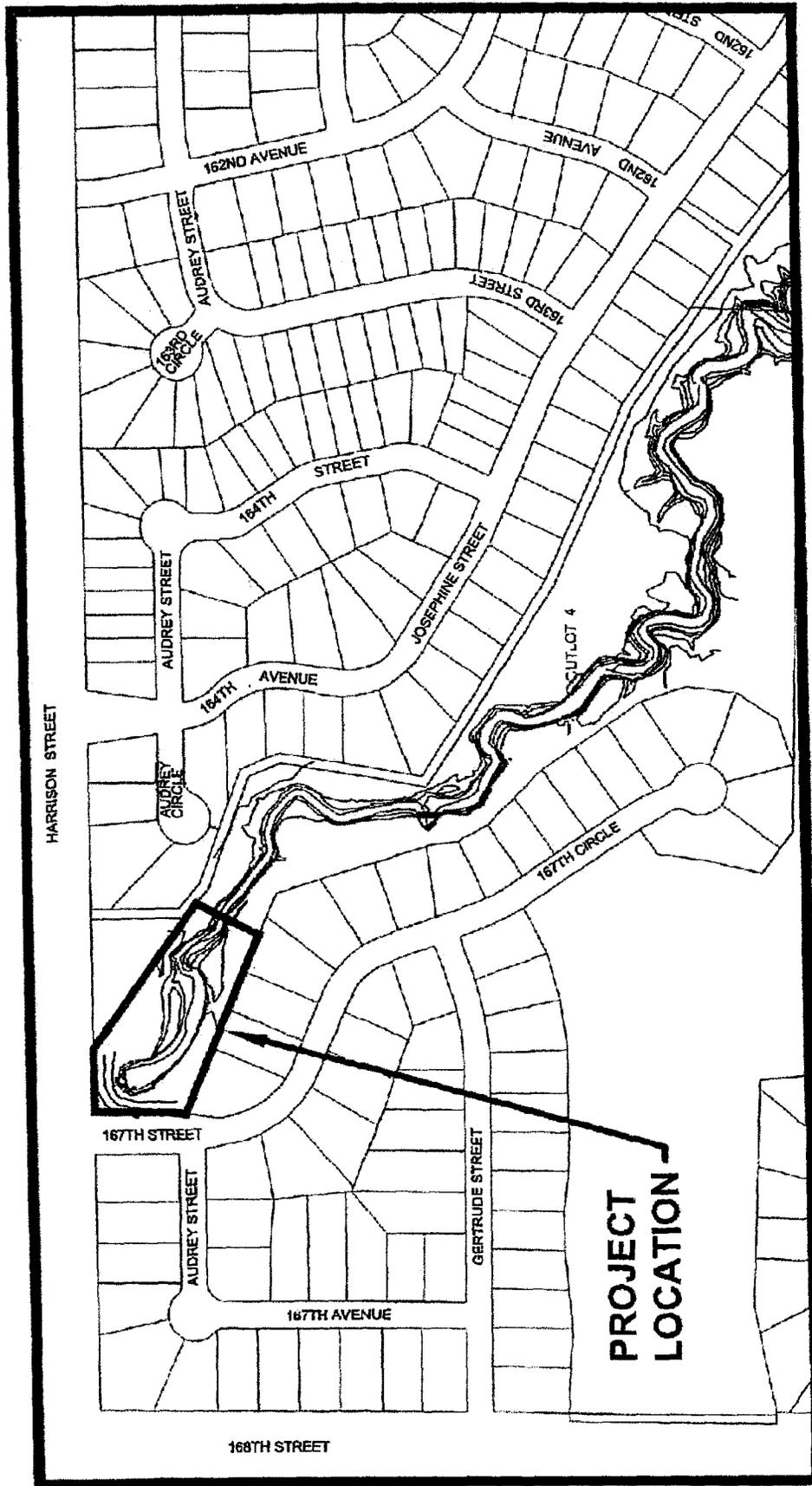
By: *[Signature]*
John Winkler, General Manager
Date: 9-13-13

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

ATTEST:

[Signature]
Nancy Waekerhagen, Clerk

By: *[Signature]*
Richard Hansen, Chairman
Date: 5 Sept 2013



LOCATION MAP

NO SCALE

EXHIBIT "B"

08/17/2013
14:22:39

**** COUNTY TREASURER GENERAL LEDGER ****
DETAIL REVENUE LISTING PER FUND
FOR: AUGUST 2013

PAGE: 1

FUND: 2062	SID #162 GENERAL	M-T-D	Y-T-D
10100	- BEGINNING CASH ON HAND	209,443.10	156,795.20
10100	- BEGINNING INVESTMENT ON HAND	0.00	0.00
BEGINNING BALANCE:		209,443.10	156,795.20
TAX RECEIPT COLLECTIONS:			
30138	- 2012 PERSONAL PROPERTY TAX	130.42	130.62
30338	- 2012 REAL ESTATE TAXES	7,645.17	118,540.64
TAX RECEIPT TOTALS:		7,775.59	118,671.26
34401	- HOMESTEAD EXEMP ALLOCATION	0.00	1,455.44
34601	- MOTOR VEHICLE PRO RATE	0.00	319.81
OTHER RECEIPT TOTALS:		0.00	1,775.25
30008	- DISBURSEMENTS	-16,156.56	-78,765.47
01001	- PROPERTY TAX COMMISSION	-155.52	-3,069.43
10001	ENDING CASH ON HAND	200,906.81	200,906.81
10001	ENDING INVESTMENT ON HAND	0.00	0.00
GRAND TOTALS		200,906.81	200,906.81

8/4/2013
13:24:54

**** COUNTY TREASURER GENERAL LEDGER ****
DETAIL REVENUE LISTING PER FUND
FOR: AUGUST 2013

PAGE: 1

FUND: 8362	SID #162 BOND	M-T-D	Y-T-D
10100	- BEGINNING CASH ON HAND	791,389.08	500,711.64
15100	- BEGINNING INVESTMENT ON HAND	0.00	0.00
BEGINNING BALANCE:		791,389.08	500,711.64
TAX RECEIPT COLLECTIONS:			
30138	- 2012 PERSONAL PROPERTY TAX	344.32	344.32
30338	- 2012 REAL ESTATE TAXES	20,155.50	311,989.42
TAX RECEIPT TOTALS:		20,499.82	312,333.74
34401	- HOMESTEAD EXEMP ALLOCATION	0.00	3,837.08
34601	- MOTOR VEHICLE PRO RATE	0.00	943.12
OTHER RECEIPT TOTALS:		0.00	4,780.20
00101	- PROPERTY TAX COMMISSION	-410.00	-6,246.68
10000	ENDING CASH ON HAND	811,478.90	811,478.90
15100	ENDING INVESTMENT ON HAND	0.00	0.00
GRAND TOTALS		811,478.90	811,478.90

SID 162
Profit & Loss
August 2013

	<u>Aug 13</u>
Income	
Bond Fund	
Taxes	
Personal Property Taxes	344.32
Real Estate Taxes	<u>20,155.50</u>
Total Taxes	<u>20,499.82</u>
Total Bond Fund	20,499.82
General Fund	
Taxes	
Personal Property Taxes	130.62
Real Estate Taxes	<u>7,645.17</u>
Total Taxes	<u>7,775.79</u>
Total General Fund	7,775.79
Total Income	28,275.61
Expense	
BondFund	
Collection Fees - Sarpy Treas	<u>410.00</u>
Total BondFund	410.00
GeneralFund	
Collection Fees - Sarpy Treas	155.52
Engineering Fees	3,652.17
Green Area Maintenance	6,632.00
Insurance	2,231.00
Legal Fees	6,105.00
Miscellaneous	857.44
Repairs&Maintenance	
Paving	<u>3,204.28</u>
Total Repairs&Maintenance	<u>3,204.28</u>
Total GeneralFund	<u>22,837.41</u>
Total Expense	<u>23,247.41</u>
Net Income	<u><u>5,028.20</u></u>

2:59 PM
09/05/13
Accrual Basis

SID 162
Profit & Loss
July through August 2013

	<u>Jul - Aug 13</u>
Income	
Bond Fund	
Taxes	
Personal Property Taxes	344.32
Real Estate Taxes	311,989.42
Total Taxes	<u>312,333.74</u>
Homestead Exemption Allocation	3,837.08
Motor Vehicle Pro Rate	843.12
Total Bond Fund	<u>317,013.94</u>
General Fund	
Taxes	
Personal Property Taxes	130.62
Real Estate Taxes	118,340.64
Total Taxes	<u>118,471.26</u>
Homestead Exemption Allocation	1,455.44
Motor Vehicle Pro Rate	319.81
Total General Fund	<u>120,246.51</u>
Total Income	437,260.45
Expense	
BondFund	
Collection Fees - Sarpy Treas	6,246.68
Total BondFund	<u>6,246.68</u>
GeneralFund	
Collection Fees - Sarpy Treas	2,369.43
Engineering Fees	12,108.09
Green Area Maintenance	10,637.00
Insurance	2,231.00
Legal Fees	8,700.00
Miscellaneous	883.08
Repairs&Maintenance	
Paving	3,204.28
Total Repairs&Maintenance	<u>3,204.28</u>
Total GeneralFund	<u>40,132.88</u>
Total Expense	<u>46,379.56</u>
Net Income	<u><u>390,880.89</u></u>

LAW OFFICES
HILLMAN, FORMAN,
CHILDERS & McCORMACK
7171 Mercy Road • Suite 650
Omaha, Nebraska 68106-2669
(402) 397-8051 • Fax: (402) 397-2868
e-mail: hillmanforman@hfncm.com

EUGENE L. HILLMAN*
LARRY R. FORMAN
EMMETT D. CHILDERS
PATRICIA McCORMACK

*ALSO ADMITTED IN COLORADO

OF COUNSEL
WILLIAM J. ELDER*
JOHN R. McCORMACK
(1910 - 1999)

September 25, 2013

Mr. Alan Weedin
Millard Park Townhomes
15609 Josephine Street
Omaha, NE 68136

RE: SID 162

Dear Mr. Weedin:

Thank you for your email of September 3. The members of the Board of Trustees have reviewed the invoice from Eagle Lawns for trimming of trees on the north side of the creek for the amount of \$1,500.00. Since the District does not provide mowing service in that area and since it did not authorize any of the work performed by Eagle Lawns, it has declined to pay any portion of the charges incurred. If you have any questions with regard to this matter, feel free to contact me at your convenience.

Very truly yours,



Larry R. Forman

LRF:sr
cc: Trustees

Sharon

From: Larry Forman [larryforman@hfncm.com]
Sent: Wednesday, September 25, 2013 1:18 PM
To: 'tim@ls2omaha.com'
Cc: 'rickwood@cox.net'; 'nancyandfredw@cox.net'; 'wekelyons@cox.net'; 'jcnman@aol.com'; 'jgritch@cox.net'
Subject: SID 162

Tim,

At the last Board meeting, it was reported that a trail of oil had been observed on some of the sidewalks in the District following performance of mowing activity by your people at the end of August. At your first convenience, would you please make a quick inspection of the walkways to identify those areas where oil stains are still evident and take whatever steps are necessary to obliterate those stains. We would also ask that you inspect your mowing equipment to assure that this problem does not reappear. Thanks in advance for your assistance in this regard.

Larry R. Forman
Hillman, Forman, Childers
& McCormack
7171 Mercy Road, Suite 650
Omaha, NE 68106
(402) 397-8051 - Phone
(402) 397-2868 - Fax

9/25/2013

Diane

From: tim@ls2omaha.com
Sent: Wednesday, September 25, 2013 1:33 PM
To: Larry Forman
Cc: rickwood@cox.net; nancyandfredw@cox.net; wekelyons@cox.net; jcnman@aol.com; jgritch@cox.net
Subject: RE: SID 162

Hi Larry,

Yes, our main mower which is new this year experienced a fitting leak. I was able to detect this when helping ours guys gas the equipment a few weeks ago. It was fixed under warranty by the firm where purchased.

If you know of a specific sidewalk have it emailed or called to me 402.740.6500. It was upsetting to me that this expensive machine had such a leak and more so that it has tainted concrete surfaces. We will power wash them to remedy the matter in short order other than what mother nature will do.

Thank you for calling this to my attention. I will have our guys look for trouble spots as well.

Tim Knust, LS2

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

Subject: SID 162
From: "Larry Forman" <larryforman@hfncm.com>
Date: Wed, September 25, 2013 1:18 pm
To: <tim@ls2omaha.com>
Cc: <rickwood@cox.net>, <nancyandfredw@cox.net>, <wekelyons@cox.net>, <jcnman@aol.com>, <jgritch@cox.net>

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Larry R. Forman
Hillman, Forman, Childers
& McCormack
7171 Mercy Road, Suite 650
Omaha, NE 68106
(402) 397-8051 - Phone
(402) 397-2868 - Fax



Account Number	Due Date	Total Amount Due
4393100041	Sep 18, 2013	\$3,910.49

Customer Name: SID 162 SARPY
Statement Date: August 29, 2013

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 07-30-2013 To 08-29-2013 @30 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$3,767.04	\$21.36	\$3,996.76

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

Sales Tax 208.36

Total Charges \$3,996.76
Previous Balance 86.27CR
Total Amount Due \$3,910.49

Late Payment Charge of \$159.87 applies after due date.

*pd 9-26-13
\$8,000.00
\$5742 + 5743*

1

Please return this portion with payment

OPPD's Project GreenFlick competition is seeking high school students and their schools to win cash for their green videos. For more information, visit oppd.com/greenflick.

Statement Date: August 29, 2013

Account Number	Due Date	Total Amount Due
4393100041	Sep 18, 2013	\$3,910.49

Late Payment Charge of \$159.87 applies after due date.

Amount Paid

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

One-Time Contribution \$ _____

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

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

|||...|||
SID 162 SARPY
% HILLMAN FORMAN CHILDERS & MCCORMACK
7171 MERCY RD STE 650
OMAHA NE 68106-2670

PO BOX 3995
OMAHA NE 68103-0995



01439310004160000039104900000407036201309185



Account Number	Due Date	Total Amount Due
4393100041	Sep 18, 2013	\$3,910.49

Customer Name: SID 162 SARPY
Statement Date: August 29, 2013

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

Billing Period From 07-30-2013 To 08-29-2013 @ 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	\$17.28	\$3,767.04			
SL61					21.36	3,767.04	\$3,996.76

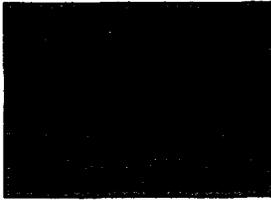
NP Dodge Insurance Agency, Inc
12002 Pacific St.
Omaha, NE 68154-3507
Phone : 402-938-5008 Fax : 402-938-5090

INVOICE # 29398		Page 1
ACCOUNT NO.	OP	DATE
SI162-1	PV	08/21/13

SID #162
c/o Larry Forman
7171 Mercy Road #650
Omaha, NE 68106-2669

itm #	Eff Date	Trn	Type	Policy #	Description	Amount
447908	09/13/13	REN	BOND	RPO2123932	Public Official Schedule Bond Old Republic Surety Co.	\$ 100.00
					Invoice Balance:	\$ 100.00

*pd 9-26-13
5744*



Date 9/24/2013
Invoice #1310S

Special Service - Requires Board Approval
LAWN 2013

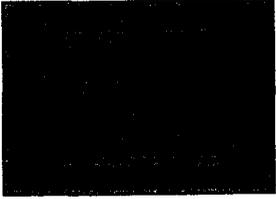
Service @: SID 162

SID 162 - 2013 Pending Service by LS2 for Ocotber Board Meeting		Item	Quantity	Cost
October,	Spray Broadleaf Weeds per Estimate Provided	\$ 2,210.00	1	\$ 2,210.00
	Spray 991,500 square feet of commons area within SID 162 Requires board review and approval at October meeting			
Amount Due				\$ 2,210.00

Remit Payment to:
LS2
5070 South 174th Street
Omaha, Ne. 68135

Thank You

*pd 9-26-13
#5745*



Date 9/24/2013
Invoice #1310L

SID 162 Service Work Completed
LAWN 2013

Service @: **SID 162**
Service work per contract

SID 162 - 2013 Services Completed by LS2 for Ocotber Board Meeting		Item	Quantity	Cost
October	As requested by board, no mowing in contract	\$ 1,240.00	0	\$ -
	Garbage Collection - Removal Per Week	\$ 30.00	4	\$ 120.00
September,	trimmed up trees on Island at 164 Ave&Harrison	\$65/hr	2	\$ 130.00
September,	landscscape maintenance on Island at 167th&Harrison	contract price	1	\$ 72.27
Total of Services			Amount Due	\$ 322.27

Remit Payment to:
LS2
5070 South 174th Street
Omaha, Ne. 68135

Thank You

Invoice



14747 CALIFORNIA St. #4
OMAHA, NE 68154-1986

PHONE: 402.933.5230
FAX: 402.933.6783

Date
8/30/2013

Invoice #
3335

SID #162
c/o Larry Forman
7171 Mercy Road #650
Omaha, NE 68106-2669

Terms
Net 30

Description	Amount
Progress billing in connection with accounting services rendered for the preparation of audited financial statements for the fiscal year ended June 30, 2013, assistance with the preparation of the budget document, calculation regarding lid limitation and related matters.	5,385.00
<p><i>Thank You!</i> <i>Rhonda</i></p> <p><i>pd 9-26-13</i> <i># 5746 +</i> <i>5747</i></p>	
Total	\$5,385.00



***** INVOICE *****

SID No. 162
 Millard Park Subdivision
 c/o Larry Forman
 7171 Mercy Road Suite 650
 Omaha, NE 68105

DATE : 9/16/2013
 CLIENT NO. : 7241
 INVOICE NO. : 703510-20

Progress billing for professional engineering services for the Millard Park General Services as per agreement; from 8/1/13 through 8/31/13.

	CURRENT HOURS	RATE	CURRENT PERIOD
Board Meetings			
(Attend meeting 8/22/13)			
Senior Project Engineer- W. Glismann	1.00	148.56	148.56
			\$ <u>148.56</u>
Mowing & Snow Contract			
(Inlet Cleaning Drawings)			
Senior Project Engineer- W. Glismann	0.50	148.56	74.28
Engineering Technician I - L. Lenz	5.50	95.70	526.35
			\$ <u>600.63</u>
Mission Creek Phase III			
(Prepare Notice of Award & Contracts)			
Senior Project Engineer- W. Glismann	1.50	148.56	222.84
			\$ <u>222.84</u>
Paving Repair 2013			
(Prepare Notice of Award & Contracts)			
Senior Project Engineer- W. Glismann	2.00	148.56	297.12
			<u>297.12</u>
			<u><u>1,269.15</u></u>
Current Amount Due			\$ <u><u>1,269.15</u></u>

*PO 9-26-13
 # 5748*

HILLMAN, FORMAN, CHILDERS & McCORMACK

7171 Mercy Road, Suite 650
Omaha, Nebraska 68106-2669
(402) 397-8051
Tax ID #47-0648847

Sanitary and Improvement District No 162 of Sarpy Count

PAGE 1
BILLING DATE: 09/11/13
ACCT NO.: LRF-162-001

RE: General

PREVIOUS BALANCE: \$6,962.44

DATE	PROFESSIONAL SERVICES RENDERED	INDIV	TIME	AMOUNT
08/05/13	Check and cover letter to T.J.'s; review accountant engagement letter and e-mail to chairman with memo; prepare meeting notice and cover letter to paper; notices to trustees, county clerk, engineer and accountant	LRF	1.60	240.00
08/05/13	Review and respond to e-mail from engineer re sidewalk damage; e-mail to engineer re revised bid recommendation letter	LRF	0.50	75.00
08/06/13	Review e-mail from chairman; review and forward correspondence; review meeting notice	LRF	0.50	75.00
08/07/13	Review revised engineer letter and attach to minutes; review e-mail from chairman	LRF	0.40	60.00
08/08/13	Review county treasurer reports for July; e-mail memo and reports to trustees; e-mail to Ms. Vakoc re recent warrants; proof and pay meeting publication notice	LRF	1.20	180.00
08/09/13	Review revised report for July from Vakoc	LRF	0.20	30.00
08/12/13	Prepare summary of July minutes; prepare agenda for August 22 meeting; prepare receipts of notice, list of warrants, assemble meeting files; review E & O policy	LRF	2.40	360.00
08/14/13	Conf. contractor re bill; review records re payment of same; review and revise July summary, e-mail to trustees with cover memo	LRF	0.90	135.00
08/14/13	Prepare agenda for 8-22 meeting and receipts of notice; prepare warrant list	LRF	1.00	150.00
08/15/13	Review memo from Swain Construction; e-mail to engineer re status of Swain work	LRF	0.40	60.00

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Sanitary and Improvement District No 162 of Sarpy Count

PAGE 2
BILLING DATE: 09/11/13
ACCT NO.: LRF-162-001

08/16/13	Receive TUP renewal; letters to 2 applicants re evidence of insurance; warrants and cover letters to 2 creditors	LRF	1.20	180.00
08/19/13	Review Williams bill; prepare check and cover letter to Mr. Williams; review e-mails re payment to Swain; conf. resident re TUP insurance certificate; review packet from Rhonda; e-mail packet to Rich Harman with memo; review TUP application for Sturges; letter re liability insurance evidence	LRF	2.00	300.00
08/19/13	Review Crosland Insurance information; memo to Crosland re need to name SID as insured	LRF	0.40	60.00
08/20/13	Review TUP application and return to owner for insurance information	LRF	0.30	45.00
08/21/13	Review e-mail from Tim Knust; review insurance sheet for chairman's TUP; call agent to amend form; conf. chairman re same	LRF	0.70	105.00
08/22/13	Review meeting file; renewal TUP application and cover letter to Ciochons	LRF	0.50	75.00
08/22/13	Attend meeting; return to office; prepare notice of budget hearing, notice of special hearing, cover letter to paper, notices to trustees, county clerk; extension agreement and cover letter to Tim; prepare agenda/certificate, officer's certificate, minutes of August meeting, cover letter to chairman	LRF	5.20	780.00
08/23/13	Review revised summary from accountant; prepare budget hearing notice and special meeting notice; cover letter to paper, notices to trustees and county clerk	LRF	1.50	225.00
08/26/13	Conf. State Farm representative re insurance certificate; message to Crosland re insurance; review certificate and attach to application; proof and pay budget meeting publication notice	LRF	0.90	135.00
08/26/13	Review and finalize August proceedings; prepare summary of minutes	LRF	1.30	195.00

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Sanitary and Improvement District No 162 of Sarpy Count

PAGE 3
 BILLING DATE: 09/11/13
 ACCT NO.: LRF-162-001

08/28/13	Review and revise summary of August minutes; assemble newsletter; deliver newsletter to Copycat	LRF	2.60	390.00
08/29/13	Conf. Mr. Ciochen re problems with State Farm on T.U.P.; letter to Kutas re evidence of insurance; review insurance certificate for chairman; prepare T.U.P. extension form; 2nd conf. Mr. Ciochen	LRF	1.10	165.00
08/30/13	Review e-mails from chairman, NRD and accountant; e-mail to accountant; e-mail to NRD; e-mail to chairman; conf. Copycat re newsletter status; review e-mail packet from Sturges re TUP; letter to Sturges re same; work on draft interlocal agreement; e-mail to Mr. Bowen with copy of interlocal agreement	LRF	3.50	525.00
08/30/13	Conf. Copycat; prepare check; retrieve newsletters; coordinate preparation and affixing of mailing labels	LRF	2.00	300.00
08/30/13	Fill in bulk mail form; prepare check; deliver newsletters to bulk mail unit; review, revise and forward interlocal agreement to Bowen and trustees	LRF	2.30	345.00
Total of New Services:			34.60	5,190.00

DATE	EXPENSE	AMOUNT
08/13/13	World Herald - publication of meeting notice for 8-22-13	12.30
08/20/13	Terry Williams - remove fire pit	100.00
08/26/13	World Herald - publication of budget meeting notice	38.54
08/30/13	UPSP - newsletter postage	151.77
08/31/13	Mileage	24.75
08/31/13	Copycat - newsletter	510.95
Total of New Expenses:		838.31

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Sanitary and Improvement District No 162 of Sarpy Count

PAGE 4
BILLING DATE: 09/11/13
ACCT NO.: LRF-162-001

ACCOUNT SUMMARY

PREVIOUS BALANCE:
NEW SERVICES:
NEW EXPENSES:
NEW PAYMENTS:
TOT. CURRENT PERIOD:
CURRENT BALANCE:

\$6,962.44
\$5,190.00
\$838.31
\$0.00
\$6,028.31
\$12,990.75

pd 8-22-13 #5738 + 5739

*pd 9-26-13
#5749 + 5750*