

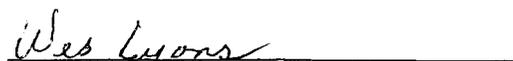
ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF MEETING

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 2:00 o'clock p.m. on Thursday, February 27, 2014, at Summer Kitchen Café, 12010 Giles Road, Omaha, Nebraska.


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.

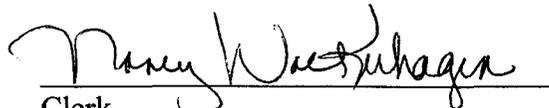
4. A current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during the Meeting in the room in which such Meeting was held and all in attendance at the Meeting were informed that such copy of the Nebraska Open Meetings Act was available for review 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 March, 2014.


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 February 27, 2014, at 2:00 p.m. at the Summer Kitchen Café, 12010 Giles Road, Omaha, Nebraska.

1. Call Meeting to Order and Roll Call.
2. Announcement in Compliance with Open Meetings Act.
3. Approval of Minutes of January 23, 2014 Meeting.
4. Engineer's Report
 - A. 2013 Millard Park Paving Repairs
 - B. Mission Creek Channel Re-establishment Project Phase III
5. Resident Concerns.
6. Street Sweeping
7. Nebraska One-Call System
8. Attorney's Report
 - A. LS2 Contract Extension
 - B. Temporary Use Permit Extensions
 - C. Accountant Issues
 - D. Corps of Engineers Packet re Channel Project
9. Harrison Street Update
10. Budget Tracking
11. Ratification of Warrants and Payment of Bills
12. Set Date for Next Meeting

CERTIFICATE

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



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

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

**Minutes of Meeting of Board of Trustees
February 27, 2014**

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 February 27, 2014 at 2:00 p.m. at Summer Kitchen Café, 12010 Giles Road, Omaha, Nebraska.

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

Absent: Trustee Jim Nichols.

Also present: Engineer Bill Glismann and Attorney Larry Forman.

Notice of the meeting was given in advance thereof by publication in the Papillion Times on February 19, 2014, and the attorney presented proof of publication of said notice, a copy of said proof being attached to these minutes. Advance notice was also given to the members of the Board of Trustees and a copy of their acknowledgment of receipt of such notice is attached to these minutes. Notice was also given to the County Clerk of Sarpy County, Nebraska per the attached Certificate of the Clerk of the District. Availability of the agenda was communicated in the advance notice and in the notice given to the Board of Trustees and to the County Clerk. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

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

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

The Chairman stated that the next item of business on the agenda was approval of the minutes of the January 23, 2014 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. Engineer Bill Glismann distributed to the Trustees copies of his Engineering Status Report dated February 27, 2014, a copy of which is attached to these minutes and reported as follows:

A. 2013 Millard Park Paving Repairs. Mackie Construction has now completed joint and crack sealing work. The 5% retainage will continue to be held to deal with lawn and sprinkler problems in the Spring.

B. Mission Creek Channel Re-establishment Project Phase III. Mr. Glismann presented copies of pages B.02 and C.02, copies of which are attached to these minutes, showing revisions to project quantities and site grading plans respectively. Valley Corporation will finish placing riprap within the next week and will finish the channel bank and place erosion control blankets during the same time frame. The Corps of Engineers altered the limits of riprap in the channel and the project plans were revised to reflect that change. Mr. Glismann presented to the Trustees Change Order #2 authorizing additional earth work for an additional charge of \$2,770.23. He stated that despite the quantity changes as reflected on the Change Order, the overall project costs should be reduced by approximately \$12,000.00 because of the reduction in the total quantity of riprap. After brief review of the Change Order, upon motion duly made, seconded and roll call vote taken in open session convened the votes being as follows:

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

the following resolutions were adopted:

RESOLVED, that the Board of Trustees of Sanitary and Improvement District No. 162 of Sarpy County, Nebraska does hereby approve and accept Change Order #2 for Mission Creek Channel Re-establishment Project Phase III, a copy of which Change Order is attached to these minutes.

FURTHER RESOLVED, that the Chairman of the District be and hereby is authorized to execute Change Order #2 for and on behalf of the District.

Mr. Glismann reported that the planting of trees and seeding of the remainder of the site will be accomplished in April. He also reported that a fuel truck had caused some damage to turf in the back yard of a lot near 167th Street but stated that the damage will be repaired in the near future.

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

A. The Chairman reported that a manhole in the street adjacent to 16221 Josephine will need to be adjusted in the Spring to bring it back in line with adjacent paving.

B. The Clark stated that Lisa Ruzicka has volunteered to chair a committee to deal with repair and maintenance of entrance signs and to deal with other issues near the subdivision entrances.

C. Trustee John Ritchey reported that LS2 does not appear to be complying with contract requirements concerning the cleaning of storm sewer grates and emptying of trash containers. Mr. Ritchey also reported that someone has recently performed additional snow plowing work on the trails. The Trustees directed the Attorney to insert another reminder in the next issue of the District Newsletter reminding residents that the District does not plow the paths during the Winter because of safety concerns and requesting that individuals refrain from performing that work on a voluntary basis. The notice should also request that if residents see anyone performing this work, license numbers should be reported to the Board so this matter can be addressed with those persons.

The Chairman stated the next item of business on the agenda was street sweeping. He presented a proposal from Clean Sweep Commercial, Inc. for performance of this work for the price of \$1,080.00 and stated that that price is the same price the contractor has utilized for the past three years. After brief discussion, the Trustees unanimously approved acceptance of the proposal and directed the Chairman to execute the proposal, returning a signed copy to the Contractor with the request that the work be performed on or after April 15, 2014.

The Chairman stated the next item of business on the agenda was the Nebraska One-Call System. He stated that he had received a notification from Nebraska 811 claiming that the District is in violation of the requirement that the District become a member of the notification system. The Chairman stated that he had responded to the system's database administrator, advising that the District maintains no underground utility lines or facilities which could pose a hazard to equipment involved in drilling or excavating activities and accordingly did not wish to incur the significant costs associated with the continual review of digging requests. After that visit, the administrator

stated that she would be back in touch with the Chairman. If and when that return contact is made, the District can take appropriate measures.

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

A. LS2 Contract Extension. Mr. Forman distributed to the Trustees copies of a proposed Second Extension Agreement for common area maintenance services and a thorough review of that document ensued. The Trustees expressed concern with the fact that while Section 2 of the previous Extension Agreement states that "clearing of snow and ice shall commence immediately when snowfall has reached a depth of two inches", the preceding language of Section 1(B) of the Extension Agreement may cause confusion for the contractor where it references removal of snow and ice in a range of 1" - 3". Accordingly, they directed the Attorney to revise the Second Extension Agreement to underscore the fact that no snow or ice removal activity is to be commenced prior to an accumulation of two inches in depth. Once the Second Extension Agreement is changed to reflect that revision, the Attorney was directed to submit two copies of the Agreement to Mr. Knust for execution. In the meantime, the Trustees directed Trustee Wes Lyons to contact Mr. Knust to immediately perform grate cleaning work and emptying of trash containers as contemplated by the existing agreement.

B. Temporary Use Permit Extensions. Mr. Forman reported that a few property owners have not yet filed the required evidence of insurance to permit renewal of their permits. He suggested that letters be sent to those persons not yet in compliance advising that their permits have been cancelled and directing them to remove from the District property any improvements placed thereon. The Clerk expressed concern regarding costs incurred in dealing with this issue but Trustee John Ritchey and the Attorney explained that if the District is going to be involved with Temporary Use Permits to allow activities on the District's property, the requirements imposed by the District on those privileges must be observed to assure that the District does not have any unnecessary legal exposure relating to facilities put in place pursuant to the terms of a Temporary Use Permit. After further brief discussion, the Trustees authorized the Attorney to proceed with a notification of cancellation of the Temporary Use Permits.

C. Accountant Issues. Mr. Forman stated that in response to the request from the Trustees at the January meeting, he had compiled a list of three accountants to perform future budget and audit work for the District. He distributed to the Trustees copies of the memo recommending Pat Lavelle of Dutton & Associates, Paul Piotrowski of Ritterbush & Piotrowski and Larry Weber of Weber & Thorson. After additional brief discussion, the Trustees directed Mr. Forman to forward to each of the three named persons copies of the most recent budget, audit and report from Shirlee Vakoč, requesting proposals for a not-to-exceed price for the coming year. With regard to problems with the current Accountants, the Chairman reported that failure to file the most recent Audit in a timely fashion had resulted in two calls to him from the State Auditor. Engineer Bill Glismann reported that the current Accountants had also missed deadlines involving other SID's for which he served as the Engineer. The Attorney stated that he would request proposals from the above-named accountants, reporting back to the Trustees at the March meeting.

D. Corps of Engineers Packet Regarding Channel Project. Mr. Forman presented a letter from the Corps of Engineers dated February 10, 2014 requesting that the District execute and return to the Corps a Preliminary Jurisdictional Determination form and a form evidencing Completion of the Channel Project. After brief discussion, the Trustees authorized the Chairman to execute the Preliminary Jurisdictional Determination form on behalf of the District but they determined that the Completion form would be withheld pending completion of the project as determined by the District's Engineers.

The Chairman stated the next item of business on the agenda was the Harrison Street update. Engineer Bill Glismann stated that Olsson & Associates was recently awarded the contract for preliminary design work for 144th to 156th Street and 156th Street to 168th Street. Discussion continued concerning the locations of turn lanes and traffic lights. After further discussion, the Chairman stated that he would contact Sarpy County Engineer Dennis Wilson to invite him to attend a future Board meeting to update the Trustees and District Residents on the Harrison Street Project.

The Chairman stated the next item of business on the agenda was budget tracking. The Attorney distributed to the Trustees copies of the County Treasurer's ledger reports and Shirlee Vakoč's budget tracking reports, and a brief review of those documents ensued.

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:

- Shirlee Vakoc - \$115.50 for bookkeeping services
- Terry Hughes Tree Service - \$1,740.00 for tree removal services
- OPPD - \$8,005.94 for electric service
- Infinity CPA Group - \$118.00 for accounting services
- Hillman, Forman Law Firm - \$5,330.37 for legal fees & expenses
- HGM Associates - \$229.32 or engineering services

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

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

the following resolution was adopted:

RESOLVED, that the Board of Trustees of Sanitary and Improvement District No. 162 of Sarpy County, Nebraska, that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Warrants No. 5804 through 5811 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:

#5804 Shirlee Vakoc for bookkeeping services	\$115.50
#5805 Terry Hughes Tree Service for tree removal	\$1,740.00
#5806 OPPD for electric service	\$5,000.00
#5807 OPPD for electric service	\$3,005.94
#5808 Infinity CPA Group LLC for accounting services	\$118.00
#5809 Hillman, Forman for attorney fees and expenses Feb, 2014	\$5,000.00
#5810 Hillman, Forman for attorney fees and expenses Feb, 2014	\$330.37
#5811 HGM Associates for general engineering services	\$229.32

The Clerk then presented the following statements for payment through the District's Construction Fund:

HGM Assoc. - \$4,261.11 for engineering fees/Mission Creek Phase III

Valley Corporation - \$43,899.44 for Mission Creek Phase III
Hillman, Forman - \$2,633.97 for attorney fees/Mission Creek Phase III
Ameritas Corp. - \$2,539.73 for fiscal fees/Mission Creek Phase III

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

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

the following resolutions were adopted:

RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 162 of Sarpy County, Nebraska, that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Warrants No. 5812 through 5820 to the following payees and in the following amounts, said warrants to be drawn on the Construction Fund of the District and to draw interest at the rate of 7% per annum and to be redeemed no later than five 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:

#5812 HGM Assoc for Inv #703510-23 - Mission Creek Phase III	\$4,261.11
#5813 Valley Corp. for Mission Creek Phase III Pay Est. #3	\$10,000.00
#5814 Valley Corp. for Mission Creek Phase III Pay Est. #3	\$10,000.00
#5815 Valley Corp. for Mission Creek Phase III Pay Est. #3	\$10,000.00
#5816 Valley Corp. for Mission Creek Phase III Pay Est. #3	\$5,000.00
#5817 Valley Corp. for Mission Creek Phase III Pay Est. #3	\$5,000.00
#5818 Valley Corp. for Mission Creek Phase III Pay Est. #3	\$3,899.44
#5819 Hillman, Forman for Atty Fees Mission Creek Pay Est. #3	\$2,633.97
#5820 Ameritas Invest. for Fiscal Fees Mission Creek Pay Est. #3	\$2,539.73

FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 162 of Sarpy County, Nebraska, that both they and the District hereby find and determine and covenant, warrant and agree as follows: the improvements and/or facilities being financed or refinanced by the above warrants are for essential governmental functions and are designed to serve members of the general public on an equal basis; all said improvements have from the time of their first acquisition and construction been owned, are owned and are to be owned by the District or another political subdivision; to the extent special assessments have been or are to be levied for any of said improvements, such special assessments have been or are to be levied

under Nebraska law as a matter of general application to all property specially benefitted by said improvements in the District; the development of the land in the District is for residential or commercial use and the development of the land in the District for sale and occupation by the general public has proceeded and is proceeding with reasonable speed other than any incidental use for said improvements by a developer during the initial period of development of said improvements, there have been, are and will be no persons with rights to use such improvements other than as members of the general public; none of the proceeds of said Bonds or any refinanced indebtedness have been or will be loaned to any private person or entity; the District hereby authorized and directs the Chairperson or Clerk to file or cause to be filed, when due, an information reporting form pursuant to Section 149(e) of the Internal Revenue Code of 1986, as amended, pertaining to the above warrants, and the District does not reasonably expect to sell or otherwise dispose of said improvements and/or facilities, in whole or in part, prior to the last maturity of the above warrants.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 162 of Sarpy County, Nebraska, that the District hereby covenants, warrants and agrees as follows: (a) to take all actions necessary under current federal law to maintain the tax exempt status (as to taxpayers generally) of interest on the above warrants; and (b) to the extent that it may lawfully do so, the District hereby designates the above warrants as its "qualified tax exempt obligation" under Section 265(b)(3)(B)(i)(III) of the Internal Revenue Code of 1986 as amended and covenants and warrants that the District does not reasonably expect to issue warrants or bonds or other obligations aggregating in the principal amount of more than \$10,000,000 during the calendar year in which the above warrants are to be issued.

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

1. No separate reserve or replacement fund has been or will be established with respect to the above warrants. The District reasonably anticipates that monies in its bond fund reasonably attributable to the above warrants in excess of the lesser of: (a) 10% of the net principal proceeds of the above warrants, (b) the maximum annual debt service due on the above warrants, or (c) 125% of average annual debt service due on the above warrants will be expended for payment of principal of and interest on the above warrants within 13 months after receipt of such monies. That amount

which is currently held in the District's bond fund which exceeds the amount which is to be expended for payment of principal and interest on the above warrants within 13 months after receipt of such monies, plus that amount arrived at pursuant to the immediately preceding sentence, will not be invested in any securities or any other investment obligations which bear a yield, as computed in accordance with the actuarial method in excess of the yield on the above warrants.

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

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

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

The Chairman stated the next item of business on the agenda was setting the date for the next meeting of the Board. After brief discussion it was determined that the next meeting of the Board will be held on Thursday, March 27, 2014 at 2:30 p.m. at 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

HGM ASSOCIATES, INC.

**ENGINEERING
STATUS REPORT**

**MILLARD PARK
SID No. 162**

BOARD MEETING 2/27/2014

Millard Park Pavement Repair 2013

- Mackie Construction has completed the sealing during the warm days earlier this month. We are still holding the 5% retainage for any issues with lawns or sprinkler systems in the spring.

Mission Creek Channel Phase 3

- Valley Corp. is placing riprap and should be done this week.
- Next week they are intending to finish the channel bank and dormant seed and place erosion control blankets.
- The Corps of Engineers altered the limits of riprap in the channel. A revision to the plans was done to reflect their changes. The quantities of riprap, erosion control, and seeding were changed. Change Order #2 for additional earthwork associated with riprap change in the amount of \$2770.32 will be executed. With the reduction in riprap, even with the change order and additional costs for seeding and erosion control. There should be a savings of approximately \$12,000.
- Planting of trees and seeding of remainder of site will be done in April.
- They will also repair the back yard of the house nearest 167th that was damaged by the fuel truck turning around.
- Valley Corp. has submitted Pay Request #3.

BID ITEM REFERENCE NOTES

GENERAL

ALL SPECIFICATION REFERENCES BELOW ARE TO THE CITY OF OMAHA STANDARD SPECIFICATIONS CURRENT AS OF DATE OTHERWISE. ALL MATERIALS NOT DIRECTLY SPECIFIED ON THE DRAWINGS SHALL BE IN ACCORDANCE WITH THE CITY OF OMAHA STANDARD SPECIFICATIONS.

SUBMITTALS

THE CONTRACTOR SHALL SUBMIT MANUFACTURER'S DATA, CERTIFICATES OF ANALYSIS INDICATING COMPLIANCE TO THE REQUIREMENTS STATED AND REFERENCED IN THE SPECIFICATIONS.

ITEM 1 - MOBILIZATION

THE BID PRICE FOR "MOBILIZATION" SHALL BE MEASURED AND PAID FOR ALL COSTS OF PREPARATORY WORK AND OPERATIONS, INCLUDING, BUT NOT LIMITED TO, THE MOVEMENT OF PERSONNEL, EQUIPMENT, SUPPLIES AND INCIDENTALS NECESSARY TO REMOVE ALL BRUSH AND DEBRIS AND DISPOSE OF OFF-SITE VARIOUS ITEMS OF THE PROJECT SITE. ANY ADDITIONAL MOBILIZATIONS WILL BE PAID SEPARATELY.

ITEM 2 - CLEARING AND GRUBBING GENERAL

THE BID PRICE FOR "CLEARING AND GRUBBING GENERAL" SHALL BE MEASURED AND PAID PER LINEAR FOOT (LF) OF SECTION 101 OF THE CITY OF OMAHA STANDARD SPECIFICATIONS. THE PRICE SHALL BE FULL COMPENSATION FOR ALL EQUIPMENT AND LABOR NECESSARY TO REMOVE ALL BRUSH AND DEBRIS AND DISPOSE OF OFF-SITE IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.

ITEM 3 - EARTHWORK (EXCAVATION)

THE BID PRICE FOR "EARTHWORK (EXCAVATION)" SHALL BE MEASURED AND PAID PER CUBIC YARD (CY) OF SECTION 02200 OF THE CITY OF OMAHA STANDARD SPECIFICATIONS.

THE CONTRACTOR IS EXPECTED TO SEPARATE OUT UNSUITABLE EXCAVATION MATERIALS DURING THE COURSE OF CONSTRUCTION. NO PAYMENT WILL BE MADE FOR MATERIALS REMOVED OFF-SITE.

ITEM 4 - HAUL-IN AND PLACE TOPSOIL

THE BID PRICE FOR "HAUL-IN AND PLACE TOPSOIL" SHALL BE MEASURED AND PAID PER CUBIC YARD (CY) OF SECTION 201 OF THE CITY OF OMAHA STANDARD SPECIFICATIONS. THE PRICE SHALL BE FULL COMPENSATION FOR ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY OR INCIDENTAL TO COMPLETE THE WORK.

ITEM 5 - REMOVE SIDEWALK

THE BID PRICE FOR "REMOVE SIDEWALK" SHALL BE MEASURED AND PAID PER SQUARE FOOT (SF) OF SECTION 104 OF THE CITY OF OMAHA STANDARD SPECIFICATIONS. THE PRICE SHALL BE FULL COMPENSATION FOR ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO COMPLETE THE WORK INCLUDING REQUIRED SAW CUTTING.

ITEM 6 - CONSTRUCT 4" CONCRETE SIDEWALK

THE BID PRICE FOR "CONSTRUCT 4" CONCRETE SIDEWALK" SHALL BE MEASURED AND PAID PER SQUARE FOOT (SF) OF SECTION 104 OF THE CITY OF OMAHA STANDARD SPECIFICATIONS. THE PRICE SHALL BE FULL COMPENSATION FOR ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY OR INCIDENTAL TO COMPLETE THE WORK INCLUDING JOINTS.

ITEM 7 - CONSTRUCT ROCK RIP RAP - TYPE C

THE BID PRICE FOR "CONSTRUCT ROCK RIP RAP - TYPE C" SHALL BE MEASURED AND PAID PER SQUARE FOOT (SF) OF SECTION 806 OF THE CITY OF OMAHA STANDARD SPECIFICATIONS. THE PRICE SHALL BE FULL COMPENSATION FOR ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY OR INCIDENTAL TO COMPLETE THE WORK.

ITEM 8 - GROUT FOR RIP RAP

THE BID PRICE FOR "GROUT FOR RIP RAP" SHALL BE MEASURED AND PAID PER CUBIC YARD (CY). THE PRICE SHALL BE FULL COMPENSATION FOR ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO COMPLETE THE WORK.

ITEM 9 - GEOTEXTILE FABRIC

THE BID PRICE FOR "GEOTEXTILE FABRIC" SHALL BE MEASURED AND PAID PER SQUARE FOOT (SF) OF SECTION 301 WITH THE FOLLOWING CLARIFICATIONS:

"GEOTEXTILE FABRIC" SHALL HAVE A MINIMUM LONG TERM DESIGN STRENGTH AND CROSS/MACHINE DIRECTIONS.

GEOTEXTILE FABRIC SHALL BE PLACED BELOW ALL RIP RAP AND GABION

ITEM 10 - GABION BASKET

THE BID PRICE FOR "GABION BASKET" SHALL BE MEASURED AND PAID AT PER LINEAR FOOT (LF) OF SECTION 602 OF THE CITY OF OMAHA STANDARD SPECIFICATIONS. THE PRICE SHALL BE FULL COMPENSATION FOR ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY OR INCIDENTAL TO COMPLETE THE WORK.

ITEM 11 - STEEL SHEET PILING

THE BID PRICE FOR "STEEL SHEET PILING" SHALL BE MEASURED AND PAID PER LINEAR FOOT (LF) OF SECTION 602 OF THE CITY OF OMAHA STANDARD SPECIFICATIONS. THE PRICE SHALL BE FULL COMPENSATION FOR ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY OR INCIDENTAL TO COMPLETE THE WORK.

THE STEEL SHEET PILE SHALL BE PZ22 SECTION.

ITEM 12 - CONSTRUCT 24" CORRUGATED METAL PIPE

THE BID PRICE FOR "CONSTRUCT 24" CORRUGATED METAL PIPE" SHALL BE MEASURED AND PAID PER LINEAR FOOT (LF). THE PRICE SHALL BE FULL COMPENSATION FOR ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY OR INCIDENTAL TO COMPLETE THE WORK.

CORRUGATED METAL PIPE AND INSTALLATION SHALL CONFORM TO THE CITY OF OMAHA STANDARD SPECIFICATIONS.

QUANTITIES

DESCRIPTION	ESTIMATED QUANTITIES	UNITS	FINAL QUANTITIES
GENERAL	1	LS	
GENERAL	1	LS	
CONCRETE SIDEWALK	2200	CY	
SOIL	340	CY	
ROCK RIP RAP TYPE C	80	SF	
ROCK RIP RAP TYPE C	80	SF	
ROCK RIP RAP TYPE C	640	TN	
ROCK RIP RAP TYPE C	50	CY	
ROCK RIP RAP TYPE C	1400	SY	
ROCK RIP RAP TYPE C	705	CY	
ROCK RIP RAP TYPE C	698	SF	
ROCK RIP RAP TYPE C	24	LF	
ROCK RIP RAP TYPE C	1	EA	
ROCK RIP RAP TYPE C	1	EA	
ROCK RIP RAP TYPE C	1450	SY	
ROCK RIP RAP TYPE C	1450	SY	
ROCK RIP RAP TYPE C	2200	SY	
ROCK RIP RAP TYPE C	20	SY	
ROCK RIP RAP TYPE C	200	LF	
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ROCK RIP RAP TYPE C	3	EA	
ROCK RIP RAP TYPE C	2	EA	
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ROCK RIP RAP TYPE C	3	EA	
ROCK RIP RAP TYPE C	5	EA	
ROCK RIP RAP TYPE C	8	EA	
ROCK RIP RAP TYPE C	24	EA	
ROCK RIP RAP TYPE C	11	EA	

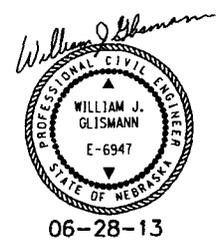
This drawing is being made available by hgm associates inc. for use on this project in accordance with hgm associates inc. agreement with hgm associates inc. hgm associates inc. assumes no liability for any use of this drawing or any part thereof except in accordance with the terms of the above agreement.

hgm
ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
council bluffs omaha

LEI
drawn
WJG
designed
WJG
approved
JUNE 13 2013
date
REVISED RIPRAP & SEED MIX
02/13/14
date
revision

MISSION CREEK CHANNEL REESTABLISHMENT - PHASE III
MILLARD PARK SUBDIVISION
SANITARY AND IMPROVEMENT DISTRICT 162
project
client
sheet

project no.
703510-008
sheet
B.02



06-28-13

hgm: 703510-008 v:\Projects\703510-008 Mission Creek Phase 3\Engineering\Drawings\703510-008 B02.dwg

Clean Sweep Commercial Inc.

Proposal

Richard Hansen
15831 Joshaphine
Omaha, NE 68136

Date	Proposal #
1/24/2014	1882

Job Name: #162 Millard Park, I, II, III, IV, V, VI

We are pleased to submit this proposal for sweeping all street, curb lines and intersections within your Sanitary and Improvement District.

Legal Off-Site disposal of all swept material shall be the responsibility of Clean Sweep Commercial.

Sweeping will be performed at your convenience and will be scheduled after Clean Sweep Commercial receives a signed copy of this proposal.

The Price will be.....\$1080.00

This proposal will only include sand clean-up and will not include heavy mud build-up or any areas that include tractor use.

A Certificate of Insurance will be issued by Clean Sweep Commercial prior to sweeping (upon request)

Sincerely,

Clean Sweep Commercial Inc

Please return a signed copy of this proposal by Fax or Mail

Please clean the streets etc. about April 15th 2014. Make the invoice out to SID 162. Thank you.

Date: 28 Feb 2014

Signature Richard F. Hansen
SID 162 Chairman

**SECOND EXTENSION AGREEMENT FOR
COMMON AREA MAINTENANCE SERVICES**

THIS AGREEMENT, with an effective date of April 1, 2014, is made between Sanitary and Improvement District No. 162 of Sarpy County, Nebraska ("Owner") and Knust, LLC d/b/a LS2 ("Contractor").

WITNESSETH THAT

WHEREAS, the parties previously heretofore executed that certain Agreement on March 29, 2012 with respect to the project entitled Millard Park Green Area Maintenance and Snow Removal 2012 ("the Agreement"), a copy of which is attached as Exhibit "A"; and

WHEREAS, the Agreement grants renewal options to the Owner for up to three additional years beginning April , 2013; and

WHEREAS, the parties previously executed an extension agreement for the first renewal term beginning April 1, 2013 (the "Extension Agreement") a copy of which is attached as Exhibit "B"; and

WHEREAS, Owner has indicated a desire to exercise the second one year option to extend the Agreement for the one year period beginning April 1, 2014 including those certain modifications with respect to snow and ice removal as included in the Extension Agreement; and

WHEREAS, the parties have agreed that, while the costs of living adjustment provision set forth in Section E of the Agreement was waived for the first renewal term, such adjustment shall be made for work to be performed with respect to Items #1 through #17 of Section A.I. during the term of this Second Extension Agreement,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants contained herein and the mutual benefits to be gained hereby, the parties hereto hereby agree to extend the Extension Agreement on the same terms and conditions as are contained therein with the following exceptions:

1. Scope of Work and Compensation Therefore:

A. Mowing, Trimming and Related Functions - Contractor shall continue to perform the items of work at the unit price as set forth in Items 1-17 of Section A.I. of the Extension Agreement during the term of this second extension ending March 31, 2015, provided that the unit prices applicable to such items shall be increased by 2.1%. In addition, as an additional component of its work and at no additional cost to owner, Contractor shall

remove accumulations of grass and debris from surface drainage grates at the locations designated on Exhibit "C" attached hereto.

B. Snow and Ice Removal - Contractor shall continue to perform the items of work set forth in Items 18-22 of Section A.I. of the Extension Agreement during the term of this Second Extension ending March 31, 2015, with compensation for the various items of work remaining at the rates previously in effect.

2. Contract Item Notes:

The change previously made with respect to the first paragraph of the contract item notes dealing with Items 18-20 on paragraph CA-3 of the Agreement, as set forth in the Extension Agreement, shall remain in force and effect.

3. Term:

The period of time covered by this Extension Agreement shall be the one (1) year period beginning April 1, 2014 and ending March 31, 2015.

4. Continued Applicability of Remaining Terms and Conditions of Agreement and Extension Agreement:

The parties agree that all terms and conditions of the Agreement not specifically modified by the terms of the Extension Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the date set opposite their respective names.

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

Date of Execution: _____

By: _____

Richard L. Hansen, Chairman

ATTEST:

By: _____

Nancy Wackerhagen, Clerk

KNUST, LLC d/b/a LS2,

Date of Execution: _____

By: _____

Tim Knust

Title: _____

CONTRACT AGREEMENT

THIS AGREEMENT, Made and entered this 1st day of March, 2012 between Sanitary and Improvement District 162 of Sarpy County, Nebraska, c/o Larry Foxman, 7171 Mercy Road, Suite 650, Omaha, Nebraska, 68105-2669, hereinafter called the Owner, and Knust LLC dba: LS2, hereinafter called the Contractor, with said Agreement to be effective beginning April 1, 2012 and ending March 31, 2013.

WITNESSETH, that **WHEREAS**, the Contractor on the 22nd day of February, 2012 did submit proposals to the Owner for the project entitled **Millard Park Green Area Maintenance and Snow Removal 2012**, Sanitary and Improvement District 162, Sarpy County, Nebraska and copies of which Proposals are hereto attached and made a part thereof, the parties hereto do hereby agree to the terms as follows:

A. The Contractor Agrees As Follows:

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

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

EXHIBIT "A"



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

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

II. Contract Item Notes

Items 1-7 Mowing and Trimming shall include all work to mow to a height of 3.5” the entire lawn area, including slopes; trimming around trees, power boxes, guard rails, fences, the split rail fences along the walking trail along Mission Creek and the South Drainage Channel, signs including the No Trespassing signs along Mission Creek and the North and South Drainage Channels and all other obstructions.

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

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

The limits of the outlots are defined for mowing and maintenance as the entire area, including



slopes, that lies in the area between the boundary of right of way and property owned by others and the line where trees become dense.

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

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

Item 8-13 Landscape Area Maintenance shall include all labor materials & equipment required to maintain all landscaping areas, including mulching, spraying for or manually removing weeds, pruning the landscaping plants, and removing any trash, downed branches or miscellaneous debris that has accumulated in the landscaping beds and along the trails.

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

Item 14 Tree Trimming - As Needed & Upon Owner Request. The owner may request Tree trimming, tree removal and/or downed tree debris removal at various times during the term of this Agreement. This work shall be paid for at a unit price per hour and the cost shall include all labor, materials & equipment needed for tree trimming or removal and disposal of debris. The Contractor shall visually survey the requested work and provide a written estimate for Work necessary to satisfy the Owner's request, at the agreed upon unit price per hour of work performed.

Item 15 Trash Collection and Disposal shall include all labor, materials & equipment for collecting all trash from the receptacles designated on the attached drawings, as well as any overflow or spillage in the vicinity of said receptacles, collection of all trash in the mowed areas specified by Items 1 through 7, and disposing of trash offsite in compliance with applicable state and local requirements.

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

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

Trash collection shall be completed prior to mowing.

Item 16 Herbicide Treatment shall include all labor, materials and equipment required to spread an acceptable herbicide at the manufacturer recommended times and amounts on all grass areas as directed by Owner.

Item 17 Thistle Spraying shall include all labor, materials and equipment required to spread an acceptable herbicide per the manufacturer's recommendations at all locations as requested by Owner.

Items 18-20 Removal of Snow and Ice shall include all labor, materials & equipment required for the perpetual removal of snow, by manual or mechanical means, from the concrete surfaces as highlighted on the Snow Removal Area drawing, and to chemically treat the concrete surfaces to thwart the accumulation of ice. Clearing shall commence within no more than 24 hours after beginning of snow and ice accumulation.

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

Contractor obligations shall include the following: repair or replace, or pay for repairs or replacement of pavement, curbs, side-walks, lawns, sprinkler systems, trees, fences, or other landscaping damaged in the course of the snow removal and ice control. Chemical damage to

concrete surfaces will not be claimed against the contractor.

- III. To pay for all materials, skill, labor and machinery used in, or in conjunction with, the performance of this contract, when and as bills or claims therefore become due, and to save and protect the premises and the Owner from all claims and mechanics' liens on account thereof, and to furnish satisfactory evidence to the Owner if required, that he has completed the above requirements.
- IV. To begin the work herein contracted for on the date of the commencement of the contract through the end of the contract on March 31, 2013.
- V. To obtain, effect, maintain and pay for public liability, property damage, and when required, workers compensation wherein this contract is to be performed, and to furnish a Certificate of Insurance to the Owner. Additional insured shall include Sanitary and Improvement District No. 162 of Sarpy County, Nebraska. The Contractor shall carry insurance as follows:

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

- VI. Not to assign this contract or sublet the same, or any part thereof, covering work to be performed at the site of the project named in this agreement, without first obtaining the written consent of the Owner.
- VII. That the Owner shall have the right to order the omission of parts of the work, and that fair deductions based on unit prices, shall be made in the contract price for the omitted work; that no extra work shall be allowed or changes made by the Contractor, or paid for by the Owner unless and until authorized by the Owner, in writing before the work and/or changes are begun.
- VIII. To comply with all Federal, State and Local laws, codes and regulations effective where the work is to be performed under this contract, and to pay all fees, taxes and expenses connected with such compliance and also to pay all taxes imposed by any state or federal law or any employment insurance, pensions, old age retirement funds or any similar purpose.
- IX. That the Owner shall not be liable for, nor be bound in any respect to the Contractor for the payment to the Contractor on the monthly or final estimates of any money in excess of the amount due, based on the number of units completed under the contract.
- X. To furnish to the Owner a monthly invoice, itemizing the unit(s) and number thereof, including the dates that each item was completed.

C. The Owner Agrees As Follows:

- I. To provide to the Contractor a subdivision map, showing all the work to be completed under this contract.
- II. To pay to the Contractor for the full, faithful and prompt performance of this agreement, subject to all of the items and conditions thereof, the sum stated in paragraph I, as follows: Monthly payments, based on completed work that has been approved by the Owner.
- III. That where arbitration of dispute is granted the Contractor, under the terms of this contract, on the project covered by this agreement, such right of arbitration shall be heard by the Owner.
- IV. That if building material or other debris is placed or dumped on an area to be maintained by the Contractor, or if erosion causes washouts that can not safely be mowed, with an ordinary commercial mower, the Owner will negotiate for the debris removal or repairs of the area.

D. Renewal of Contract

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

E. Cost of Living Adjustment

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

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

D. Termination of Contract:

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

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

Sanitary and Improvement District No. 162

Richard L. Hansen

Rick Hansen, Chairman

29 March 2012

Date

CONTRACTOR

BY

[Signature]

President Owner

(Title)

3/29/12

Date



Bond No. 71253196

COMBINED PERFORMANCE
PAYMENT AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, Kunst, LLC dba: LS2 as Principal (hereinafter called "Contractor"), and WESTERN SURETY COMPANY Surety (hereinafter called Surety), are held and firmly bound unto Sanitary and Improvement District No. 162, as Obligor, (hereinafter called "Owner") in the amount of \$34,443.44 for the payment of which sum of money we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly severally, and firmly by these presents.

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

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

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

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

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

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

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

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

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

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

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

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

Krust, LLC dba LS2
(CONTRACTOR) (SEAL)

By _____

WESTERN SURETY COMPANY (Title)
(SURETY) (SEAL)

By Larry Don Roh
LARRY DON ROH

Attorney in Fact
Attach Power-Of-Attorney (Title)
333 W. Wabash Ave., 41st Fl.
Chicago, IL 60604
(Address)

(Witness)

(Witness)

TJK

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

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

Bound No. 71253-96

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

Principal: Knust, LLC

Obligee: Sanitary and Improvement District No. 162

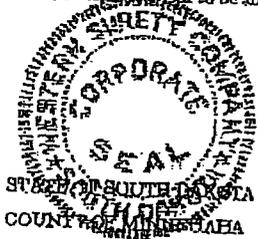
Amount: \$500,000.00

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

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

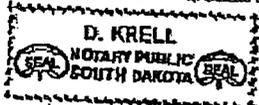
All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of June 30, 2013, but until such time shall be irrevocable and in full force and effect.

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



WESTERN SURETY COMPANY
Paul T. Bruffat
Paul T. Bruffat, Senior Vice President

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



My Commission Expires November 30, 2012

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

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

WESTERN SURETY COMPANY
Paul T. Bruffat
Paul T. Bruffat, Senior Vice President

ATJL

ACORD CERTIFICATE OF LIABILITY INSURANCE

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

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

INSURED
KNUST LLC

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

INSURERS AFFORDING COVERAGE

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

COVERAGES

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

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

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

**EXTENSION AGREEMENT FOR
COMMON AREA MAINTENANCE SERVICES**

THIS AGREEMENT, with an effective date of April 1, 2013, is made between Sanitary and Improvement District No. 162 of Sarpy County, Nebraska ("Owner") and Knust, LLC d/b/a LS2 ("Contractor").

WITNESSETH THAT

WHEREAS, the parties hereto heretofore executed that certain Agreement on March 29, 2012 with respect to the project entitled Millard Park Green Area Maintenance and Snow Removal 2012 ("the Agreement"), a copy of which is attached as Exhibit "A"; and

WHEREAS, the Agreement grants renewal options to the Owner for up to three additional years beginning April, 2013; and

WHEREAS, Owner has indicated a desire to exercise the first one year option to extend the Agreement subject to certain modifications with respect to the provisions of the Agreement relating to removal of snow and ice; and

WHEREAS, Owner and Contractor have now agreed as to the content of changes to be made in the Agreement with respect to work and standards relating to ice and snow removal and desire to incorporate such changes in this Extension Agreement; and

WHEREAS, Contractor has agreed that, notwithstanding the cost-of-living adjustment provision set forth in Section E of the Agreement, no such adjustment shall be applicable for work to be performed during the term of this Extension Agreement,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants contained herein and the mutual benefits to be gained hereby, the parties hereto hereby agree to extend the Agreement on the same terms and conditions as are contained therein with the following exceptions:

1. Scope of Work and Compensation Therefore:

A. Mowing, Trimming and Related Functions - Contractor shall continue to perform the items of work at the unit price as set forth in Items 1-17 of Section A.I. of the Agreement during the term of this extension ending March 21, 2014. In addition, as an additional component of its work and at no additional cost to owner, Contractor shall remove accumulations of grass and debris from surface drainage grates at the locations designated on Exhibit "B" attached hereto.

B. Snow and Ice Removal - Items 18-20 of Section A.I. of the Agreement shall be deleted and replaced with the following items 18-22:

- | | | |
|-----|---|-------------------------|
| 18. | Removal of snow and ice - 1"-3" | \$185.00 per occurrence |
| 19. | Removal of snow and ice - 3.1"-6" | \$370.00 per occurrence |
| 20. | Removal of snow and ice - 6.1"-9" | \$550.00 per occurrence |
| 21. | Removal of packed snow caused by snow plows or excessive drifting, per front-end loader | \$95.00 per hour |
| 22. | Snow hauling, per dump truck | \$125.00 per hour |

No work under Items 21 and 22 shall be performed without advance authorization by a member of the Board of Trustees of Owner.

2. Contract Item Notes:

The first paragraph of the Contract Item Notes dealing with Items 18-20 on paragraph CA-3 of the Agreement is hereby revised by the deletion of the last sentence of said paragraph and replacement with the following:

Clearing of snow and ice shall commence immediately when snowfall has reached a depth of two inches. Contractor shall give Owner's work top priority among all Contractor's customers with respect to performance of removal of snow and ice.

3. Term:

The period of time covered by this Extension Agreement shall be the one (1) year period beginning April 1, 2013 and ending March 31, 2014.

4. Continued Applicability of Remaining Terms and Conditions of Agreement:

The parties agree that all terms and conditions of the Agreement not specifically modified by the above and foregoing terms of this Extension Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the date set opposite their respective names.



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

Date of Execution: 29 Aug 2013 By: Richard L. Hansen
Richard L. Hansen, Chairman

ATTEST:

By: Nancy Wackerhagen
Nancy Wackerhagen, Clerk

KNUST, LLC d/b/a LS2,

Date of Execution: 8/19/13 By: Tim Knust
Tim Knust
Title: President



LEGEND

- ◆ MOW & TRIM AREAS
- ◆ LANDSCAPE AREA MAINTENANCE
- ◆ TRASH RECEPTACLE

BID ITEM 15
 EMPTY 7 TRASH RECEPTACLES
 ALONG WALKING TRAIL AS
 WELL AS COLLECTION OF ALL
 TRASH IN THE MOWED AREAS
 SPECIFIED BY ITEMS 1
 THROUGH 7.



project no. 703510-007
 sheet 1 OF 2

project MILLARD PARK GREEN AREA MAINTENANCE 2012
 client SID 162 - MILLARD PARK
 SARY COUNTY, NEBRASKA
 sheet GREEN AREA MAINTENANCE PLAN

PLG	date	
DRH	date	
WJC	date	
approved	2012	
date	revision	date

hgm
 ASSOCIATES INC.
 ENGINEERING ARCHITECTURE SURVEYING
 council bluffs omaha



LEGEND
SNOW REMOVAL AREAS

NO SCALE


project no.
703510-007
sheet
2 OF 2

project MILLARD PARK GREEN AREA MAINTENANCE 2012
 client SID 162 - MILLARD PARK
 SARPY COUNTY, NEBRASKA
 sheet SNOW REMOVAL AREAS

DRH	_____
DRH	_____
WJC	_____
2013	Revision 1-5/6/2013
date	revision date

hgm
 ASSOCIATES INC
 ENGINEERING ARCHITECTURE SURVEYING
 council bluffs omaha

February 27, 2014

Mr. Chairman and Members of the Board
of Trustees of Sanitary and Improvement
District No. 162 of Sarpy County, Nebraska

RE: Accountants

Mr. Chairman and Members of the Board:

At the last meeting, you asked me to give you the names of some accountants who could perform SID budget and audit work at reasonable cost and without the necessity for inserting a bunch of CYA language in their audits and related documents.

I would recommend the following persons for your consideration:

1. Pat Lavelle, Dutton & Associates, 402-393-4900. I work with Pat on a number of SIDs over the years and have been very happy with him. When I asked Bob Peterson which accountants he would recommend, the only name he mentioned was Mr. Lavelle.
2. Paul Piotrowski, Ritterbush & Piotrowski, L.L.P., 402-896-1500. I work with Paul on one SID and several other matters.
3. Larry Weber, Weber & Thorson. Mr. Weber was highly recommended by Rick Anderson. He does work for a number of SIDs for the Crocker Huck firm. I haven't personally worked with Mr. Weber but have worked with his partner Todd Thornson and have found him to be a first class accountant in every respect.

LRF



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
NEBRASKA REGULATORY OFFICE – WEHRSPANN
8901 SOUTH 154 STREET
OMAHA, NEBRASKA 68138-3621
<http://www.nwo.usace.army.mil/html/od-rmc/nehome.html>

February 10, 2014

DEPARTMENT OF THE ARMY NATIONWIDE PERMIT VERIFICATION

Permittee:

Mr. Richard Hansen
SID 162 Board Chairman
Hillman, Forman, Childers & McCormack
7171 Mercy Road Suite 650
Omaha, Nebraska 68106

Permit No: NWO-2009-01193-WEH

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions of Department of the Army **Nationwide Permit No. 13** found in the February 21, 2012 Federal Register (77 FR 10184), Reissuance of Nationwide Permits. You must comply with all special, regional and general conditions attached herein.

Project Waterway and Location:

Mission Creek
Section 15, Township 14 North, Range 11 East
41.1885811° N, -96.1728181° W
Sarpy County, Nebraska

Project Description:

Project name: Mission Creek Channel Reestablishment Phase III
Date of receipt: 01 November, 2013
Additional Information Requested: 24 December, 2013

The Mission Creek Channel Re-establishment Project Phase III consists of the construction of a 259-foot gabion wall and Type C rock riprap along the west bank, a 69-foot gabion and Type C rock riprap wall along the east bank, 15 feet of Type C rock riprap at the outlet, and a sheet pile weir with 20 feet of Type C rock riprap downstream and 60 feet upstream. Permanent impacts to waters of the United States include 492 linear feet of R4SBC riverine channel.

Special Conditions:

1. The permittee shall notify the Nebraska Regulatory Office of any design changes to the proposed project. Notification must be received in our office for review a minimum of 14 days prior to construction.
2. Concurrent with construction, silt curtains or other sediment control measures will be employed to reduce soil erosion and sedimentation into waters of the U.S. The amount of sediment entering waters of the U.S. and leaving the site shall be reduced to the maximum extent practicable. If the permittee fails to institute all appropriate measures, the Corps reserves the option to halt all earthmoving operations until the erosion/ sedimentation problems are corrected.
3. The placed riprap must be covered, from the top down to the annual ordinary high water line, with a minimum of 6 inches of soil compacted into the voids of the riprap and immediately seeded with either annual rye grass, oats and/or wheat (nurse crop) plus a mixture of native grass species. The Corps must be notified that this has been completed with photo documentation and seed tags.

mitigation requirements. If you concur with the findings of the enclosed preliminary JD, please sign it and return it to the above address within two weeks.

2. If you believe the preliminary JD is inaccurate, you may request this office complete an approved JD prior to your commencement of any work in a water of the U.S. An approved JD is an official determination regarding the presence or absence of waters of the U.S. Completion of an approved JD may require coordination with the U.S. Environmental Protection Agency.

3. Prior to the commencement of construction activities the following shall be provided to the above Regulatory Office address: construction start date, project manager's or point of contact's name and the project manager's or point of contact's phone number.

4. Upon completion of the authorized work and any required mitigation, please sign and return the attached Compliance Certification form to the address listed.

5. This verification will be valid until **March 18, 2017**.

6. Although an individual Department of the Army permit will not be required for the project, this does not eliminate the requirement that you obtain any other applicable Federal, state, tribal or local permits as required. Please note that deviations from the original plans and specifications of your project could require additional authorization from this office.

7. You are responsible for all work accomplished in accordance with the terms and conditions of the Nationwide Permit. If a contractor or other authorized representative will be accomplishing the work authorized by the Nationwide Permit in your behalf, it is strongly recommended that they be provided a copy of this letter and the attached conditions so that they are aware of the limitations of the applicable Nationwide Permit. Any activity that fails to comply with all of the terms and conditions of the Nationwide Permit will be considered unauthorized and subject to appropriate enforcement action.

8. The Omaha District, Regulatory Branch is committed to providing quality and timely service to our customers. In an effort to improve customer service, please take a moment to complete our Customer Service Survey found on our website at <http://per2.nwp.usace.army.mil/survey.html>. If you do not have Internet access, you may call and request a paper copy of the survey that you can complete and return to us by mail or fax.

9. If you have any questions concerning this verification or jurisdictional determination, please feel free to contact Ms. Laura Banker at the above address or call (402) 896-0896 or e-mail Laura.Banker@usace.army.mil and refer to file number **NWO-2013-01193-WEH**.

Signed


John L. Moeschen
Nebraska State Program Manager

Enclosure

Copy Furnished:

DEQ (Garber)
HGM (Glissman)

PRELIMINARY JURISDICTIONAL DETERMINATION FORM

This preliminary JD finds that there "may be" waters of the United States on the subject project site, and identifies all aquatic features on the site that could be affected by the proposed activity, based on the following information:

A. Report Completion Date for Preliminary Jurisdictional Determination:

10 February, 2014

B. Name and Address of Person Requesting Preliminary JD:

Mr. Richard Hansen, SID162 Board Chairman
 Hillman, Forman, Childers & McCormack
 7171 Mercy Road Suite 650
 Omaha, Nebraska 68106

District Office, File Name and Number:

Omaha District, Mission Creek Channel Reestablishment Phase III, NWO-2013-01193-WEH

D. Project Location and Background Information:

(Use the attached table to document multiple water bodies at different sites)

State: Nebraska County: Sarpy City: Omaha

Center coordinates of site (lat/long in degree decimal format):

Lat 41.1885811°N Long: -96.1728181°W Universal Transverse Mercator: 14
 S-T-R: S 15, T 14 N, R 11 E

Name of nearest water body: Mission Creek

Identify (estimate) amount of waters at the review area:

Non-wetland and wetland waters:
 linear feet: ~3,000 feet
 width: ~10-20 feet
 acres: ~NA
 Cowardin class: R4SB Riverine Channel
 stream flow: Perennial

E. Review Performed for Site Evaluation (Check all that apply):

X Office (Desk) Determination Date: 10 February, 2014
 X Field Determination Date: 29 January, 2014

Site number	Latitude	Longitude	Cowardin Class	Estimated amount of aquatic resource at impact site	Class of aquatic resource
Channel Impact	41.1185811°N	-96.1728181°W	R4SB	492 linear feet., 0.14 acre	Riverine Channel

F. Supporting Data -- Data reviewed for preliminary JD (check all that apply)

(Checked items should be included in case file and, where checked and requested, Appropriately-reference sources below)

- X Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant
- Data sheets prepared/submitted by or on behalf of the applicant/consultant
- Office concurs with data sheets/delineation report
- Office does not concur with data sheets/delineation report
- Data sheets prepared by the Corps
- Corps navigable waters study
- US Geological Survey Hydrologic Atlas
- X USGS NHD data
- X USGS 8 and 12 digit HUC maps
- X US Geological Survey map(s). Cite scale & quad name: Gretna 1:24,000
- X USDA Natural Resources Conservation Service Soil Survey. Citation: Douglas and Sarpy Counties Soil Survey, STATSGO
- X National wetlands inventory map(s). Cite name: Gretna 1:24,000
- State/Local wetland inventory map(s)
- FEMA/FIRM maps

100-year Floodplain Elevation is: (National Geodetic Vertical Datum of 1929)

Photographs

X Aerial (Name & Date): Gretna 1993 Black and White Orthophoto, 2005 USDA Color Orthophoto, 2009 Color Orthophoto

Other (Name & Date): 2009 NAIP Orthophoto, 2012 Color Orthophoto

Previous determination(s). File number and date of response letter:

Other information (please specify):

IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.

Laura Banker

10 February, 2014

Signature of Regulatory Project Manager

Date

(Required)

Richard J. Hansen

25 Feb. 2014

Signature of Person Requesting Preliminary JD

Date

(Required unless obtaining signature is impracticable)

1. The Corps of Engineers believes that there may be jurisdictional waters of the United States on the subject site, and the permit applicant or other affected party who requested this preliminary JD is hereby advised of his or her option to request and obtain an approved jurisdictional determination (JD) for that site. Nevertheless, the permit applicant or other person who requested this preliminary JD has declined to exercise the option to obtain an approved JD in this instance and at this time.

2. In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "pre-construction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an approved JD for the activity, the permit applicant is hereby made aware of the following: (1) the permit applicant has elected to seek a permit authorization based on a preliminary JD, which does not make an official determination of jurisdictional waters; (2) that the applicant has the option to request an approved JD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an approved JD could possibly result in less compensatory mitigation being required or different special conditions; (3) that the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) that the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) that undertaking any activity in reliance upon the subject permit authorization without requesting an approved JD constitutes the applicant's acceptance of the use of the preliminary JD, but that either form of JD will be processed as soon as is practicable; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a preliminary JD constitutes agreement that all wetlands and other water bodies on the site affected in any way by that activity are jurisdictional waters of the United States, and precludes any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an approved JD or a preliminary JD, that JD will be processed as soon as is practicable. Further, an approved JD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331, and that in any administrative appeal, jurisdictional issues can be raised (see 33 C.F.R. 331.5(a)(2)). If, during that administrative appeal, it becomes necessary to make an official determination whether CWA jurisdiction exists over a site, or to provide an official delineation of jurisdictional waters on the site, the Corps will provide an approved JD to accomplish that result, as soon as is practicable.

COMPLIANCE CERTIFICATION
WEHRSPANN REGULATORY OFFICE

Permit Number: 2009-01193
County: Sarpy
Name of Permittee: SID 162 Board Chairman
Date of Issuance: February 10, 2014
Project Manager: Laura Banker

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

U. S. Army Corps of Engineers
Nebraska Regulatory Office - Wehrspann
8901 South 154 Street
Omaha, NE 68138

Please note that the permitted activity is subject to a compliance inspection by a U. S. Army Corps of Engineers representative. If you fail to comply with permit conditions, the permit may be subject to suspension, modification or revocation.

CERTIFICATION:

I hereby certify that the authorized work was done in accordance with the Nationwide Permit authorization, including any general, regional or activity-specific conditions.

I hereby certify that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions.

(Add the following if the permittee used a bank or in-lieu fee program: I hereby submit documentation that confirms that I have secured the appropriate number and resource type of credits and that the (mitigation bank/in-lieu fee) sponsor has accepted the responsibility for providing the required compensatory mitigation.)

Signature of Permittee

Date

Nationwide Permit 13 Fact Sheet

Bank Stabilization

Bank stabilization activities necessary for erosion prevention, provided the activity meets all of the following criteria:

(a) No material is placed in excess of the minimum needed for erosion protection;

(b) The activity is no more than 500 feet in length along the bank, unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in minimal adverse effects;

(c) The activity will not exceed an average of one cubic yard per running foot placed along the bank below the plane of the ordinary high water mark or the high tide line, unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in minimal adverse effects;

(d) The activity does not involve discharges of dredged or fill material into special aquatic sites, unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in minimal adverse effects;

(e) No material is of a type, or is placed in any location, or in any manner, that will impair surface water flow into or out of any waters of the United States;

(f) No material is placed in a manner that will be eroded by normal or expected high flows (properly anchored trees and treetops may be used in low energy areas); and,

(g) The activity is not a stream channelization activity.

This NWP also authorizes temporary structures, fills, and work necessary to construct the bank stabilization activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

Invasive plant species shall not be used for bioengineering or vegetative bank stabilization. (Sections 10 and 404)

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic

actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.noaa.gov/fisheries.html> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for obtaining any “take” permits required under the U.S. Fish and Wildlife Service’s regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such “take” permits are required for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment.

(2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) – (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the

11:52 AM
 02/05/14
 Accrual Basis

SID 162
Profit & Loss Budget vs. Actual
 July 2013 through June 2014

	Jul '13 - Jun 14	Budget	\$ Over Budget	% of Budget
Income				
Bond Fund				
Taxes				
Personal Property Taxes	2,656.79			
Real Estate Taxes	339,494.08	756,143.00	-416,648.92	44.9%
Total Taxes	342,150.87	756,143.00	-413,992.13	45.2%
Homestead Exemption Allocation	3,837.08			
Motor Vehicle Pro Rate	1,547.19	1,500.00	47.19	103.1%
Total Bond Fund	347,535.14	757,643.00	-410,107.86	45.9%
General Fund				
Taxes				
Personal Property Taxes	965.33			
Real Estate Taxes	128,815.86	286,813.00	-157,997.14	44.9%
Total Taxes	129,781.19	286,813.00	-157,031.81	45.2%
Homestead Exemption Allocation	1,455.44			
Motor Vehicle Pro Rate	586.87	500.00	86.87	117.4%
Total General Fund	131,823.50	287,313.00	-155,489.50	45.9%
Total Income	479,358.64	1,044,956.00	-565,597.36	45.9%
Expense				
BondFund				
Bond Principal Paid	0.00	565,000.00	-565,000.00	0.0%
Bond Interest Pymt.	92,046.25	184,093.00	-92,046.75	50.0%
Capital Improvements	0.00	362,000.00	-362,000.00	0.0%
Collection Fees - Sarpy Treas	6,843.02			
Engineering Fees	14,076.94			
Fiscal Agent Fees	11,739.60	1,250.00	10,489.60	939.2%
Legal Fees	12,776.34			
Repairs&Maintenance				
Mission Creek Phase III	207,944.93			
Total Repairs&Maintenance	207,944.93			
Total BondFund	345,427.08	1,112,343.00	-766,915.92	31.1%
GeneralFund				
Audit Fees	5,385.00	5,385.00	0.00	100.0%
Bookkeeping	199.50	500.00	-300.50	39.9%
Chairman and Clerk Bonds	0.00	500.00	-500.00	0.0%
Collection Fees - Sarpy Treas	2,595.63			
Engineering Fees	20,854.53	40,000.00	-19,145.47	52.1%
Green Area Maintenance	17,490.23	65,000.00	-47,509.77	26.9%
Insurance	3,578.00	4,000.00	-422.00	89.5%
Legal Fees	31,016.39	40,000.00	-8,983.61	77.5%
Miscellaneous				
Legal expenses	1,745.27			
Miscellaneous - Other	0.00	2,000.00	-2,000.00	0.0%
Total Miscellaneous	1,745.27	2,000.00	-254.73	87.3%
Publishing	1,280.52	1,000.00	280.52	128.1%
Repairs&Maintenance				
Paving	87,644.08			
Repairs&Maintenance - Other	0.00	150,000.00	-150,000.00	0.0%
Total Repairs&Maintenance	87,644.08	150,000.00	-62,355.92	58.4%

11:52 AM

02/05/14

Accrual Basis

SID 162
Profit & Loss Budget vs. Actual
July 2013 through June 2014

	<u>Jul '13 - Jun 14</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Snow Removal	0.00	5,000.00	-5,000.00	0.0%
Street Cleaning	0.00	1,100.00	-1,100.00	0.0%
Street Lighting/Utilities	19,927.02	51,000.00	-31,072.98	39.1%
Street Signs	677.23	500.00	177.23	135.4%
Total GeneralFund	<u>192,393.40</u>	<u>365,985.00</u>	<u>-173,591.60</u>	<u>52.6%</u>
Total Expense	<u>537,820.48</u>	<u>1,478,328.00</u>	<u>-940,507.52</u>	<u>36.4%</u>
Net Income	<u>-58,461.84</u>	<u>-433,372.00</u>	<u>374,910.16</u>	<u>13.5%</u>

3:18 PM
02/05/14
Accrual Basis

SID 162 Profit & Loss Budget vs. Actual July 2013 through June 2014

	Jul '13 - Jun 14	Budget	\$ Over Budget	% of Budget
Income				
Bond Fund				
Taxes				
Personal Property Taxes	2,656.79			
Real Estate Taxes	339,494.08	756,143.00	-416,648.92	44.9%
Total Taxes	342,150.87	756,143.00	-413,992.13	45.2%
Homestead Exemption Allocation	3,837.08			
Motor Vehicle Pro Rate	1,547.19	1,500.00	47.19	103.1%
Total Bond Fund	347,535.14	757,643.00	-410,107.86	45.9%
General Fund				
Taxes				
Personal Property Taxes	965.33			
Real Estate Taxes	128,815.86	286,813.00	-157,997.14	44.9%
Total Taxes	129,781.19	286,813.00	-157,031.81	45.2%
Homestead Exemption Allocation	1,455.44			
Motor Vehicle Pro Rate	586.87	500.00	86.87	117.4%
Total General Fund	131,823.50	287,313.00	-155,489.50	45.9%
Total Income	479,358.64	1,044,956.00	-565,597.36	45.9%
Expense				
Bond Fund				
Bond Principal Paid	0.00	565,000.00	-565,000.00	0.0%
Bond Interest Pymt.	92,046.25	184,093.00	-92,046.75	50.0%
Capital Improvements	207,944.93	362,000.00	-154,055.07	57.4%
Collection Fees - Sarpy Treas	6,843.02			
Engineering Fees	14,076.94			
Fiscal Agent Fees	11,739.60	1,250.00	10,489.60	939.2%
Legal Fees	12,776.34			
Total Bond Fund	345,427.08	1,112,343.00	-766,915.92	31.1%
General Fund				
Audit Fees	5,385.00	5,385.00	0.00	100.0%
Bookkeeping	199.50	500.00	-300.50	39.9%
Chairman and Clerk Bonds	0.00	500.00	-500.00	0.0%
Collection Fees - Sarpy Treas	2,595.63			
Engineering Fees	20,854.53	40,000.00	-19,145.47	52.1%
Green Area Maintenance	17,490.23	65,000.00	-47,509.77	26.9%
Insurance	3,578.00	4,000.00	-422.00	89.5%
Legal Fees	31,016.39	40,000.00	-8,983.61	77.5%
Miscellaneous				
Legal expenses	1,745.27			
Miscellaneous - Other	0.00	2,000.00	-2,000.00	0.0%
Total Miscellaneous	1,745.27	2,000.00	-254.73	87.3%
Publishing	1,280.52	1,000.00	280.52	128.1%
Repairs & Maintenance				
Paving	87,644.08			
Repairs & Maintenance - Other	0.00	150,000.00	-150,000.00	0.0%
Total Repairs & Maintenance	87,644.08	150,000.00	-62,355.92	58.4%
Snow Removal	0.00	5,000.00	-5,000.00	0.0%
Street Cleaning	0.00	1,100.00	-1,100.00	0.0%
Street Lighting/Utilities	19,927.02	51,000.00	-31,072.98	39.1%
Street Signs	677.23	500.00	177.23	135.4%
Total General Fund	192,393.40	365,985.00	-173,591.60	52.6%
Total Expense	537,820.48	1,478,328.00	-940,507.52	36.4%
Net Income	-58,461.84	-433,372.00	374,910.16	13.5%

2/5/2014
09:21:27

*** COUNTY TREASURER GENERAL LEDGER ***
DETAIL REVENUE LISTING PER FUND
FOR: JANUARY 2014

PAGE: 1

FUND: 8862	SID #162 GENERAL	M-T-D	Y-T-D
10100	- BEGINNING CASH ON HAND	162,563.07	156,795.20
15100	- BEGINNING INVESTMENT ON HAND	0.00	0.00
BEGINNING BALANCE:		162,563.07	156,795.20
TAX RECEIPT COLLECTIONS:			
30138	- 2012 PERSONAL PROPERTY TAX	0.00	150.19
30139	- 2013 PERSONAL PROPERTY TAX	815.14	857.58
30338	- 2012 REAL ESTATE TAXES	219.88	119,821.62
30339	- 2013 REAL ESTATE TAX	3,265.31	8,951.80
TAX RECEIPT TOTALS:		4,300.33	129,781.19
34401	- HOMESTEAD EXEMP ALLOCATION	0.00	1,455.44
34601	- MOTOR VEHICLE PRO RATE	0.00	586.87
OTHER RECEIPT TOTALS:		0.00	2,042.31
80000	- DISBURSEMENTS	-120,255.18	-239,900.86
80001	- PROPERTY TAX COMMISSION	-86.01	-2,595.63
10000	ENDING CASH ON HAND	46,522.21	46,522.21
15100	ENDING INVESTMENT ON HAND	0.00	0.00
GRAND TOTALS		46,522.21	46,522.21

2/5/2014
09:22:30

*** COUNTY TREASURER GENERAL LEDGER ***
DETAIL REVENUE LISTING PER FUND
FOR: JANUARY 2014

PAGE: 1

FUND: 8362	SID #162 BOND	M-T-D	Y-T-D
10100	- BEGINNING CASH ON HAND	738,247.03	500,711.64
15100	- BEGINNING INVESTMENT ON HAND	0.00	0.00
BEGINNING BALANCE:		738,247.03	500,711.64
TAX RECEIPT COLLECTIONS:			
30138	- 2012 PERSONAL PROPERTY TAX	0.00	395.90
30139	- 2013 PERSONAL PROPERTY TAX	2,149.00	2,260.89
30338	- 2012 REAL ESTATE TAXES	579.69	315,893.85
30339	- 2013 REAL ESTATE TAX	8,608.53	23,600.23
TAX RECEIPT TOTALS:		11,337.22	342,150.87
34401	- HOMESTEAD EXEMP ALLOCATION	0.00	3,837.08
34401	- MOTOR VEHICLE PRO RATE	0.00	1,547.19
OTHER RECEIPT TOTALS:		0.00	5,384.27
60000	- DISBURSEMENTS	0.00	-92,046.25
60061	- PROPERTY TAX COMMISSION	-226.74	-6,843.02
10000	ENDING CASH ON HAND	749,357.51	749,357.51
15100	ENDING INVESTMENT ON HAND	0.00	0.00
GRAND TOTALS		749,357.51	749,357.51

SHIRLEE R. VAKOC
1107 South 93rd Avenue
Omaha, NE 68124
592-4040

STATEMENT FOR SERVICES RENDERED

February 5, 2014

TO: SID#162 Sarpy County
c/o Larry Forman
7171 Mercy Rd. Suite 650
Omaha, NE 68106-2669

Attn. Sharon

For services rendered

Posting issued warrants and posting income information from
Treasurer's October, November, December and January; reconcile
ending balances to Treasurer's Report through January 2014; produce
reports and email

3.3 Hours @ \$35.00 -----\$ 115.50

11/6 1.0
12/4 .8
1/7/14 .6
2/4/14 .4
2/5/14 .5

*pcl 2-27-14
5804*



15802 Fairview Rd
 Gretna, NE 68028
 558-8198
 253-2331 Fax

INVOICE

2/5/2014

BILL TO

SID #162
 NANCY WACKERHAGEN
 16313 JOSEPHINE STREET
 OMAHA, NE 68136-

SERVICE

SID #162
 Nancy Wackerhagen
 16313 Josephine Street
 Omaha NE 68136

Service	PO # / Terms	Invoice	Completed	Amount	Tax	Total	Credit
Storm Work Dead Elm behind 16317 Josephine St Storm damaged & broken over path Remove and haul. Haul debris		289378	2/3/2014	\$900.00	\$0.00	\$900.00	

PLEASE REMIT: \$900.00

*pd 2-27-14
 #5805
 \$1,740⁰⁰*



15802 Fairview Rd
 Gretna, NE 68028
 558-8198

Please Indicate Amount And Type of Payment

AMOUNT PAID \$ _____ CHECK # _____
 VISA MASTERCARD DISCOVER AMER. EXP.

CARD ACCOUNT # _____

EXPIRATION DATE _____

SIGNATURE _____

COMMENTS: _____

Please complete THIS portion and return with payment. Thank you.

Service: Storm Work
 Account Key: 39951
 Invoice Number: 289378
 Please Remit: \$900.00



15802 Fairview Rd
 Gretna, NE 68028
 558-8198
 253-2331 Fax

INVOICE
 2/10/2014

BILL TO

SID #162
 NANCY WACKERHAGEN
 16313 JOSEPHINE STREET
 OMAHA, NE 68136-

SERVICE

SID #162
 Nancy Wackerhagen
 16313 Josephine Street
 Omaha NE 68136

Service	PO # / Terms	Invoice	Completed	Amount	Tax	Total	Credi
Tree Pruning		289403	2/7/2014	\$840.00	\$0.00	\$840.00	
7 Spruce & 1, 7 inch mulberry in rock beds behind 15802 Josephine St Remove & haul **Mostly dead elm behind 16137 Josephine remove limb growing down touching ground N/C if removing spruces can put limb in creek PHC Crew - Ground work Must have Dingo, dump trailer or log truck p/u							

PLEASE REMIT: \$840.00

Please Indicate Amount And Type of Payment

AMOUNT PAID \$ _____ CHECK # _____
 VISA MASTERCARD DISCOVER AMER. EXP.

CARD ACCOUNT # _____

EXPIRATION DATE _____

SIGNATURE _____

COMMENTS: _____



15802 Fairview Rd
 Gretna, NE 68028
 558-8198

Please complete THIS portion and return with payment. Thank you.

Service: Tree Pruning

Account Key: 39951

Invoice Number: 289403

Please Remit: \$840.00

BILL STATEMENT EXPLANATIONS

SERVICE REGULATIONS AND RATES	By accepting electric service from OPPD, the customer agrees to comply with OPPD's service regulations, including payment of the bill by the due date. Failure to do this can result in the issuance of a notice to disconnect or the actual disconnection of the electric service. The service regulations, rate schedules and information about bill calculations can be reviewed by accessing oppd.com or contacting Customer Service.
SEASONAL RATES	Energy charges are based on either the OPPD summer rate, which is in effect from June 1 through September 30, or the winter rate, which is in effect from October 1 through May 31. For a billing period that overlaps both seasons, the energy usage will be prorated for each seasonal period when calculating the bill.
METER READING DATES	OPPD meters are assigned to one of 30 billing periods based on geographic location and are read on or about the same date each month. The date can vary due to weekends, holidays, weather, etc. If the meter is not read, the use will be estimated.
BASIC SERVICE	This item includes billing, meter reading, equipment and other expenses which are incurred whether or not you used electricity during the billing period.
ENERGY USE	This is represented by kilowatt-hour (kWh), which is a measurement equal to the use of 1,000 watt-hours of energy in one hour. For example, lighting a 100-watt bulb for ten hours results in the use/purchase of 1,000 watt-hours or one kilowatt-hour of electricity (100 watts x 10 hours = 1,000 watt-hours or 1 kWh).
FUEL & PURCHASED POWER ADJUSTMENT (FPPA)	The FPPA recovers fuel and purchased power costs and is based on the Fuel and Purchased Power Base Rate (defined in Rate Schedule 1015) multiplied and then by FPPA rate at the start of each year and apply this charge by the number of kilowatt-hours used each month.
MINIMUM MONTHLY BILL	This is a minimum charge established for all rate schedule service areas and is provided with having electric service available to the customer.
ELECTRIC USE PROFILE	This information is specific to your energy use of the previous billing period and, if applicable, your energy use for the same billing period a year ago at the same address. The graph provides a comparison of your daily average kilowatt-hour usage. The usage is available for the last two years, if available. Also shown is the average daily cost of the usage provided during the current billing period.
LEVEL PAYMENT PLAN	This plan evens out the seasonal differences in electric service usage for residential and qualified commercial customers allowing you to pay the same amount each month. Access oppd.com or call Customer Service for more information.
CURRENT ACCOUNT STATUS	This is the amount you owe OPPD if you are no longer on the Level Payment Plan.
ENERGY ASSISTANCE FUND	Established by OPPD in cooperation with the American Red Cross, the fund provides emergency aid to disadvantaged customers experiencing financial difficulties. We can help with their energy bills. To qualify, mark the appropriate box on your bill and our representatives will call you. You can also pledge any dollar amount to be donated only if the amount is more than \$100. For more information call Customer Service for more information.

This correspondence contains Ontario Public Information Act (OPISA) information. If you are not the intended recipient you are notified, pursuant to the OPISA, that disclosure of this information is prohibited and that you should notify the OPPD of the unauthorized disclosure.



Name: _____ OPPD SERVICE AREA: _____ (877) 335-5111 (Outside Ontario)

Mail Address: _____ POWER OUTAGE: _____ (800) 654-OPPD (5273)

Email Address: _____ ADDRESS: _____ (800) 654-OPPD

Phone Number: (____) _____-____ WEBSITE: oppd.com

BILL PAYING OPTIONS

CHECKING/SAVINGS DEDUCTION	With your approval, your bank or credit union will deduct the full amount of your monthly OPPD electric service bill from your checking or savings account. For more information, visit oppd.com or call Customer Service.
ONLINE	Visit and pay your bills anytime at oppd.com . To sign up, log in with your account number and the payment option that's best for you, and enroll in our program.
BY MAIL	Enclose your check or money order, along with the remittance coupon of the statement, in the return envelope.
BY PHONE	Pay by phone using a bank card by calling our toll-free number.
IN PERSON	To find the nearest location, access oppd.com or call Customer Service.



Account Number	Due Date	Total Amount Due
4393100041	Feb 18, 2014	\$8,015.76

Customer Name: SID 162 SARPY
Statement Date: January 29, 2014

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

Billing Period From 12-30-2013 To 01-29-2014 @30 Days

Rate	Method No.	Number of Lamps	Price per Lamp	Usage			Sub-Total Amount per Rate
				Current Amount	Fuel and Purchased Power Adjustment	Total Usage Amount	
SL61	61211	218	\$17.28	\$3,767.04			
SL61					30.06	3,767.04	\$4,005.94



14747 California Street #4
Omaha, NE 68154-1986

www.infinitycpagroup.com

Statement

Date
12/15/2013

Phone # 402-933-5230

Fax # 402-933-6783

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

		Amount Due	Amount Enc.
		\$118.00	
Date	Transaction	Amount	Balance
05/15/2013	INV #3219. Due 06/14/2013. Orig. Amount \$118.00. --- Preparation of your yearend payroll tax returns, assistance with preparation of 1096 and 1099's. \$118.00 <i>please send warrant</i> <i>pd 2-27-14 5808</i>	118.00	118.00

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	0.00	118.00	\$118.00

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: 02/20/14

ACCT NO.: LRF-162-001

RE: General

PREVIOUS BALANCE: \$3,393.73

DATE	PROFESSIONAL SERVICES RENDERED	INDIV	TIME	AMOUNT
01/02/14	Warrants and cover letters to 3 creditors; prepare bulk mail form and check; deliver newsletter to bulk mail unit; review e-mail from bond house; revise page of minutes and forward to bond house and accountant with cover letter	LRF	2.30	345.00
01/02/14	Review e-mail from accountant; letter to accountant re pending litigation, claims and fees as of 6-30-13	LRF	0.70	105.00
01/07/14	Review letter of bond counsel re channel project; review history file, assemble response materials; prepare response letter to bond house; e-mail information and memo to trustees; tax form and cover letter to chairman	LRF	2.30	345.00
01/08/14	Review County Treasurer reports and e-mail to trustees with cover memo; review Vakoc budget tracking report; review and finalize letter to bond house	LRF	0.90	135.00
01/09/14	Prepare meeting notice and cover letter to paper; notices to trustees, engineer, county clerk	LRF	0.80	120.00
01/10/14	Proof and pay meeting publication notice	LRF	0.40	60.00
01/13/14	Letter and Signature warrant to bond house; tax form and cover letter to bond house	LRF	0.50	75.00
01/14/14	Review file, assemble documents, prepare letter to Addy re channel project	LRF	2.50	375.00
01/15/14	Review and finalize letter to bond counsel, submit via e-mail to bond counsel, Ameritas and trustees; miscellaneous work on channel project	LRF	2.60	390.00
01/15/14	Review e-mail re audit; message to accountant; review correspondence re audit; e-mail to Rhonda and trustees	LRF	0.70	105.00

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 2

BILLING DATE: 02/20/14

ACCT NO.: LRF-162-001

01/16/14	Warrant and cover letter to Signature Signs; study audit and attachments; e-mail to accountant re content of Jan. 15 letter; e-mail memo and packet to trustees; conf. chairman re matter	LRF	2.40	360.00
01/17/14	Conf. with insurance agent for Craig Holz; locate Holz T.U.P. information	LRF	0.50	75.00 ≡
01/20/14	Prepare receipts of notice; assemble material for meeting files; prepare agenda; conf. engineer; conf. Mr. Ritchey re extent of Holz permit area; e-mail to insurance agent	LRF	1.50	225.00
01/21/14	Conf. bond house; coordinate preparation of warrants; revise agenda; assemble copies of documents for files; review e-mail from accountant; e-mail to accountant; conf. engineer	LRF	2.10	315.00
01/21/14	Review general liability renewal policy	LRF	1.00	150.00
01/22/14	Review e-mail from accountant re 1099 information; compile information on amounts paid; e-mail information and memo to accountant	LRF	1.50	225.00
01/23/14	Prepare warrant list, assemble meeting files; review revised letter from accountant; attend trustee's meeting	LRF	3.70	555.00
01/27/14	Review e-mail from bond counsel; prepare opinion letter re interlocal agreement, cover letter to bond counsel and bond house	LRF	1.20	180.00
01/28/14	Receipts of notice, meeting file and cover letter to Jim; prepare officer's certificate; prepare agenda/certificate	LRF	0.90	135.00
01/29/14	Prepare minutes of January trustees meeting; cover letter to chairman; e-mail to engineer re February meeting, place and time	LRF	2.20	330.00
01/30/14	Review e-mail from accountant; check information on Terry Williams and Tim Knust; letters to both	LRF	0.80	120.00
01/31/14	Review, revise and complete minutes of January meeting; prepare summary of minutes	LRF	2.00	300.00

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 3
BILLING DATE: 02/20/14
ACCT NO.: LRF-162-001

01/31/14	Study contract with Knust re snow removal; memo to trustees re findings; review and revise memo	LRF	0.80	120.00
Total of New Services:			34.30	5,145.00

DATE	EXPENSE	AMOUNT
01/02/14	Postmaster - postage for newsletter	151.07
01/16/14	Omaha World Herald - publication of meeting notice	12.30
01/31/14	Mileage	22.00
Total of New Expenses:		185.37

ACCOUNT SUMMARY

PREVIOUS BALANCE:	\$3,393.73
NEW SERVICES:	\$5,145.00
NEW EXPENSES:	\$185.37
NEW PAYMENTS:	\$0.00
TOT. CURRENT PERIOD:	<u>\$5,330.37</u>
CURRENT BALANCE:	\$8,724.10

*PCR 2-27-14
5809 +
5810*



***** INVOICE *****

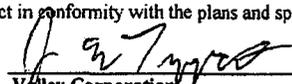
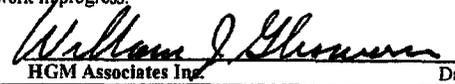
SID No. 162
Millard Park Subdivision
c/o Larry Forman
7171 Mercy Road Suite 650
Omaha, NE 68105

DATE : 2/10/2014
CLIENT NO. : 7241
INVOICE NO. : 703510-23

Progress billing for professional engineering services for the Millard Park General Services as per agreement; from 1/1/14 through 1/31/14.

	CURRENT HOURS	RATE	CURRENT PERIOD
Board Meetings			
(Attend meeting 1/23/14)			
Senior Project Engineer- W. Glismann	1.50	152.88	229.32
			\$ <u>229.32</u>
Mission Creek Phase III			
(Project Observation & Management)			
Senior Project Engineer- W. Glismann	14.50	152.88	2,216.76
Design Engineer - R. Mahalek	21.00	97.35	2,044.35
			\$ <u>4,261.11</u>
		Current Amount Due	\$ <u><u>4,490.43</u></u>

*pd 2-27-14
General Fund - \$ 229³² # 5811
Construction Fund \$ 4261¹¹ # 5812*

PERIODIC COST ESTIMATE HGM ASSOCIATES INC. Consulting Engineers				Estimate No. 3 Contract			
				Project No. 703510-008			
Project Description: SID 162 Mission Creek Channel Reestablishment Phase III				Page 1 of 1			
				Period Ending: 2/21/2014			
Owner: SID 162 Millard Park c/o Larry Forman, Attorney Hillman, Forman, Childers & McCormack 7171 Mercy Road, Suite 650, Omaha, NE 68106		Contractor: Valley Corporation 28001 Ida Circle, P.O. Box 589 Valley, NE. 68064		Date of Estimate: 2/21/2014			
				Percent Completion: 75%			
				Current Contract Amt: \$362,512.53			
				Estimated Completion: 75%			
Item No.	Description	Unit	Unit Price (\$)	Quantities			Amount (\$)
				Contract	Actual	%	
					To Date		
1.	Mobilization	LS	7,500.00	1.00	1.00	100%	7,500.00
2.	Clearing and Grubbing General	LS	7,760.11	1.00	1.00	100%	7,760.11
3.	Earthwork (Excavation)	CY	11.64	1,870.00	1,683.00	90%	19,590.12
4.	Haul and Place Topsoil	CY	14.28	180.00		0%	0.00
5.	Remove Sidewalk	SF	1.38	80.00		0%	0.00
6.	Construct 4" Concrete Sidewalk	SF	6.75	80.00		0%	0.00
7.	Construct Rock Rip Rap Type C	TN	40.39	1,100.00	40.00	4%	1,615.60
8.	Grout for Rip Rap	CY	207.34	50.00		0%	0.00
9.	Geotextile Fabric	SY	3.74	1,400.00	700.00	50%	2,618.00
10.	Gabion Basket	CY	298.27	705.00	705.00	100%	210,280.35
11.	Steel Sheet Piling	SF	29.00	698.00	698.00	100%	20,242.00
12.	24" Corrugated Metal Pipe	LF	46.23	24.00		0%	0.00
13.	Concrete Pipe Collar	EA	751.77	1.00		0%	0.00
14.	Pipe Outlet Structure	EA	3,343.71	1.00		0%	0.00
15.	Rolled Erosion Control Blanket - C350	SY	5.71	1,200.00		0%	0.00
16.	Seeding - Channel	SY	0.44	1,200.00		0%	0.00
17.	Hydraulic Seeding - Type A	SY	2.10	2,200.00		0%	0.00
18.	Sodding	SY	6.14	20.00		0%	0.00
19.	Silt Fence	LF	3.07	200.00		0%	0.00
20.	Black Locust	EA	399.06	2.00		0%	0.00
21.	Kentucky Coffeetree	EA	399.06	2.00		0%	0.00
22.	Hackberry	EA	399.06	3.00		0%	0.00
23.	Red Oak	EA	399.06	2.00		0%	0.00
24.	American Linden	EA	399.06	4.00		0%	0.00
25.	Autumn Brilliance Serviceberry	EA	227.16	3.00		0%	0.00
26.	Eastern Redbud	EA	282.41	5.00		0%	0.00
27.	Gray Dogwood	EA	214.88	8.00		0%	0.00
28.	Grow-Low Sumac	EA	24.56	24.00		0%	0.00
29.	Redosier Dogwood	EA	30.70	11.00		0%	0.00
X1	Remove Concrete Blocks	LS	750.00	1.00	1.00	100%	750.00
I hereby certify that the work performed and the materials supplied to date, as shown above represent the actual value of completed work under the terms of this contract in conformity with the plans and specifications and are true and correct.  Valley Corporation Date 2/21/14				Total Amount Completed Work to Date: \$270,356.18			
				Less Amount Retained (5%): \$13,517.81			
I hereby represent that the work has progressed to the point indicated on this application for payment and that to the best of my knowledge the quality of work is in accordance with the Contract Documents based upon on-site observations of the work in progress.  HGM Associates Inc. Date 2/24/14				Less Previous Payments to Contractor: \$212,938.93			
				Total Amount Now Due Contractor: \$43,899.44			
				Breakdown of Materials Delivered:			

PD 2-27-14
 Construction fund
 # 5813 to 5818

HILLMAN, FORMAN, CHILDERS & McCORMACK

7171 MERCY ROAD, SUITE 650
OMAHA, NEBRASKA 68106-2669

(402) 397-8051

TAX NO. 47-0648847

February 27, 2014

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

Re: Mission Creek Channel Reestablishment Phase III

For professional services rendered in connection with the Mission Creek Channel Pay Est. #3

\$43,899.44 x 6% \$2,633.97

*pd 2-27-14
5819
construction*