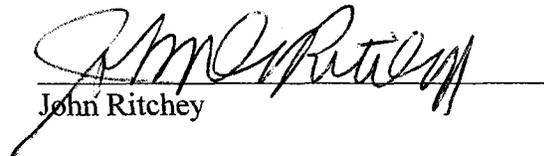


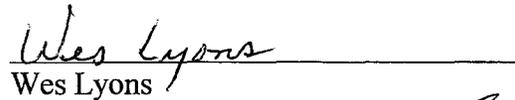
ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF MEETING

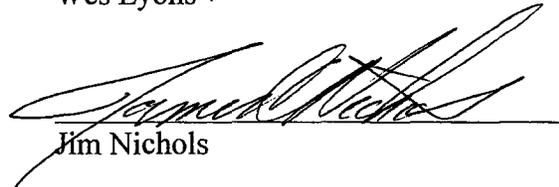
The undersigned Trustees of Sanitary and Improvement District No. 162 of Sarpy County, Nebraska, hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said District and the agenda for such meeting held at 2:30 o'clock p.m. on Thursday, March 27, 2014, at Chalco Hills Recreation Area Visitors Center, Small Conference Room, 8901 South 154th Street 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.

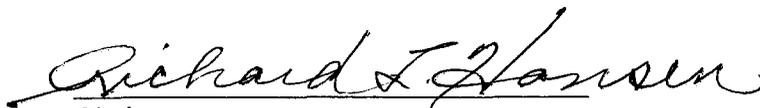
3. All of the subjects addressed at the Meeting were contained in the agenda for the Meeting, which agenda was kept continually current and readily available for public inspection at the address listed in the meeting notice for the Meeting and a copy of which is attached to this Certificate; such subjects 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.

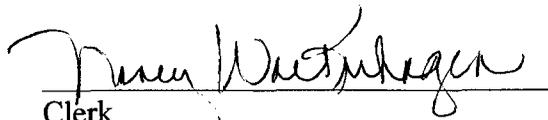
4. A current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during the Meeting in the room in which such Meeting was held and all in attendance at the Meeting were informed that such copy of the Nebraska Open Meetings Act was available for review 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 1st day of April, 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 March 27, 2014, at 2:30 p.m. at the Chalco Hills Recreation Area Visitors Center, Small Conference Room, 8901 South 154th Street, Omaha, Nebraska.

1. Call Meeting to Order and Roll Call.
2. Announcement in Compliance with Open Meetings Act.
3. Approval of Minutes of February 27, 2014 Meeting.
4. Engineer's Report
 - A. 2013 Millard Park Paving Repairs
 - B. Mission Creek Channel Re-establishment Project Phase III
 - C. 2014 Millard Park Paving Repairs
5. Resident Concerns.
6. Attorney's Report
 - A. LS2 Contract Extension
 - B. Temporary Use Permit Termination Notices
 - C. Temporary Use Permit New Application
 - D. Accountant Issues
 - E. Corps of Engineers Packet re Channel Project
 - F. Trustee Resignation
7. Budget Tracking
8. Payment of Bills
9. 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
March 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 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.

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 March 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 February 27, 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. Bill Glismann distributed to the Trustees copies of his Engineering Status Report dated March 27, 2014, a copy of which is attached to these minutes and reported as follows:

A. 2013 Millard Park Paving Repairs. Mr. Glismann stated that the work on this project is complete but 5% of the contract amount is being retained to assure that the contractor will resolve any issues with lawns and sprinklers systems when spring weather finally arrives.

B. Mission Creek Channel Re-establishment Project Phase III. Mr. Glismann reported that Valley Corporation has now completed the channel work and its landscaping subcontractor has installed the channel erosion control blanket and has performed seeding work. Planting of trees and seeding of the remainder of the site will be completed in mid-April. The contractor will also be repairing the sod to the rear of the house nearest 167th Street that was damaged in the fall by a fuel truck. The contractor will also be regrading the banks up to 167th Street and Harrison Street that were cut to allow truck access after trees are planted on the north side of the trail. He suggested that the access drive from 167th Street be graded back to its original slope unless the Board has continued need for the access drive. The Trustees approved the recommendation and asked Mr. Glissman to have that work performed so the area can be seeded. On a related point, the Chairman inquired whether a permit from the Corps of Engineers was required before any work was performed within the channel. Mr. Glismann responded in the affirmative. The Chairman stated that he had observed a significant amount of dirt dumped in the creek adjacent to the soccer fields along a three-block stretch east of 161st Street where a backhoe and front-end loader had been utilized. While the property is apparently owned by the Millard Soccer Association, the Trustees indicated that they should address this situation with the Corps of Engineers since they are aware of the situation and since it is occurring within the boundaries of the SID. After further brief discussion, Mr. Glismann agreed to contact the Corps of Engineers to determine whether or not a permit had been granted for performance of this work within the boundaries of the creek channel.

C. 2014 Millard Park Paving Repairs. Mr. Glismann stated that the engineers will perform a drive-through of the area in April to identify those areas of the District's street system in need of repairs. Trustee Ritchey suggested that the scope of the work should be expanded to include replacement of damaged concrete panels on the system of trails. Mr. Glismann stated that he would

assure that the inspection included the trails. Mr. Ritchey suggested that depending on the scope of work to be performed, the Engineers might compile one list of repair areas which are of higher priority as distinguished from those areas of lower priority.

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

A. The Chairman stated that he had contacted Dennis Wilson of the Sarpy County Surveyor's Office to invite him to address the Board at a future meeting concerning progress with the Harrison Street Improvement Project. He stated that he will follow-up with Mr. Wilson on this topic.

B. Trustee Ritchey stated that Terry Williams should be authorized to install the replacement landscape timber at the playground at the same time he reinstalls the street sign.

C. Trustee West Lyons reported that the storm sewer basin behind his home should be cleaned out in the near future by Tim Knust. After brief discussion, the Trustees concluded that this work should be delayed pending completion of street sweeping operations in April.

D. The Clerk inquired concerning disposition of money received from the Homeowners Association currently being held in the Attorney's Trust Account. After brief discussion, the Trustees concluded that a decision on disposition of that money should be delayed until the Board has more information on action to be taken on the south side of Harrison Street in connection with the Harrison Street improvement project.

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 displayed to the Trustees a copy of the executed Extension Agreement, a copy of which is attached to these minutes. He stated that a copy of the executed contract extension will be forwarded to Mr. Knust following the meeting.

B. Temporary Use Permit Termination Notices. Mr. Forman distributed to the Trustees a list of eight homeowners to whom termination notices had been submitted along with a sample termination notice letter, copies of these documents being attached to these minutes. He stated that the Ciochon renewal packet is now complete and he has been contacted by Mr. Holz who is pursuing his insurance carrier for additional documentation. After brief discussion, the Trustees determined that a list of properties still not in compliance as of April 7 should be submitted to Terry Williams

with the directive that any improvements placed on SID property pursuant to those Temporary Use Permits be removed by Mr. Williams, with the costs of removal being the basis for a lien placed against the respective properties.

D. Temporary Use Permit New Application. Mr. Forman displayed to the Board a Temporary Use Permit Application form filed by Eric and Cynthia Cummins of 16007 Josephine Street proposing to place a swingset on SID property adjacent to Lot 206. Mr. Forman distributed to the Trustees copies of a photo of the subject area showing a two-level play structure not mentioned in the TUP Application form. Extended discussion ensued, with the Trustees concluding that there is ample room for a swingset on Lot 206, for which reason the TUP application for that device should be rejected. They also observed that while no application is pending for the two-story play structure, the property owners should be directed to reposition that structure on Lot 206 since permission, if requested, for that structure might open the door to a wide variety of requests for various sized playhouses and storage buildings. The Trustees unanimously approved of the foregoing stance on these two issues and directed the Attorney to notify Mr. and Mrs. Cummins accordingly.

D. Accountant Issues. Mr. Forman reported that Accountants Pat Lavelle and Paul Piotrowski have notified him that they will be submitting proposals to the District after April 15th for performance of accounting services for the District beginning in the summer of 2014. He suggested that since no accounting work will be required between now and the end of June, the District has ample time in which to deal with this issue.

E. Corps of Engineers Packet re Channel Project. Mr. Forman reported that the Chairman has previously executed and forwarded to the Corps of Engineers the primary form contained in that packet and will be submitting the Project Completion Form following certification from the District's Engineers that the project is complete.

F. Trustee Resignation. Trustee John Ritchey stated that he will be resigning from the Board effective April 1, 2014 since he is placing his home on the market and will be moving from the area. The Trustees expressed regret with this announcement and commended him for his many years of service to the area both as a Trustee of the SID and as an officer of the Home Association.

The Chairman stated the next item of business on the agenda was budget tracking. He distributed to the Trustees the budget tracking information compiled by Shirlee Vakoc and the County Treasurer's ledger sheets 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:

LS2 - \$7,292.25 common area maintenance services
Infinity CPA Group - \$145.00 for accounting services
Hillman, Forman Law Firm - \$2,949.68 for legal fees & expenses
HGM Associates - \$229.32 for 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. 5821 through 5825 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:

#5822 LS2 Lawn & Landscaping - common area maint.	\$5,000.00
#5823 LS2 Lawn & Landscaping - common area maint.	\$2,292.25
#5823 Infinity CPA Group LLC for accounting services	\$145.00
#5824 Hillman, Forman for attorney fees and expenses Mar, 2014	\$2,949.68
#5825 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. - \$4,915.31 for engineering fees/Mission Creek Phase III
Valley Corporation - \$57,656.85 for Mission Creek Phase III

Hillman, Forman - \$3,459.91 for attorney fees/Mission Creek Phase III
Ameritas Corp. - \$3,301.60 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. 5826 through 5835 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:

#5826 HGM Assoc for Inv #703510-23 - Mission Creek Phase III	\$4,915.31
#5827 Valley Corp. for Mission Creek Phase III Pay Est. #4	\$10,000.00
#5828 Valley Corp. for Mission Creek Phase III Pay Est. #4	\$10,000.00
#5829 Valley Corp. for Mission Creek Phase III Pay Est. #4	\$10,000.00
#5830 Valley Corp. for Mission Creek Phase III Pay Est. #4	\$10,000.00
#5831 Valley Corp. for Mission Creek Phase III Pay Est. #4	\$10,000.00
#5832 Valley Corp. for Mission Creek Phase III Pay Est. #4	\$5,000.00
#5833 Valley Corp. for Mission Creek Phase III Pay Est. #4	\$2,656.85
#5834 Hillman, Forman for Atty Fees Mission Creek Pay Est. #4	\$3,459.91
#5835 Ameritas Invest. for Fiscal Fees Mission Creek Pay Est. #4	\$3,301.60

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.

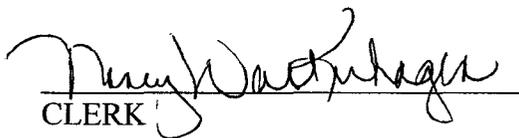
4. The Certificate is being passed, executed and delivered pursuant to Section 1.148-2(b)(2) of the Income Tax Regulations under the Internal Revenue Code of 1986, as amended.

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, April 24, 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 3/27/2014

Millard Park Pavement Repair 2013

- We are still holding the 5% retainage for any issues with lawns or sprinkler systems in the spring.

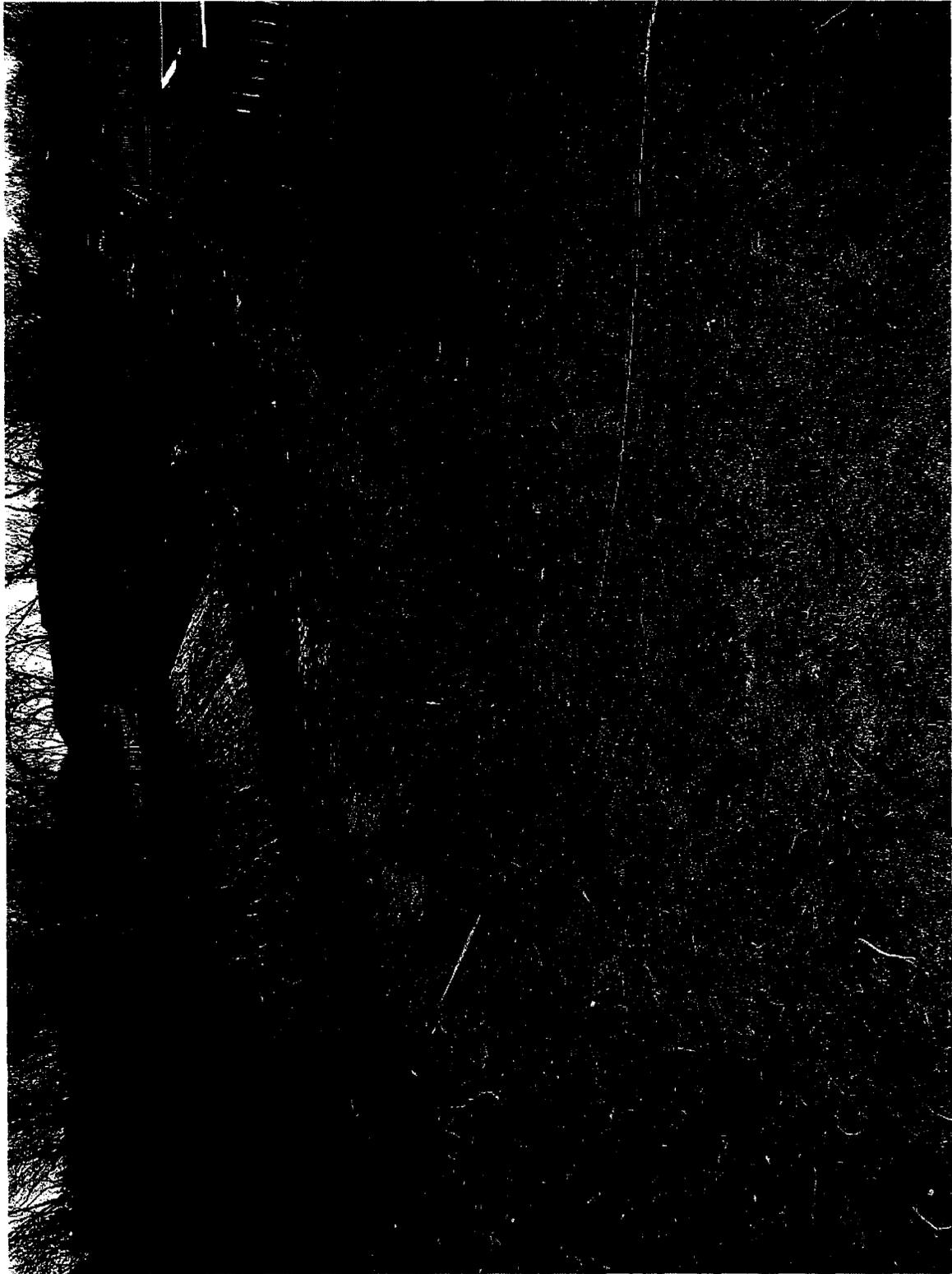
Mission Creek Channel Phase 3

- Valley Corp. is complete with the channel work.
- Their landscaping contractor has installed the channel erosion control blanket and seeding.
- Planting of trees and seeding of remainder of site will be done in mid April.
- They will also repair the back yard of the house nearest 167th that was damaged by the fuel truck turning around.
- Valley will re-grade the banks up to 167th and to Harrison St that were cut to allow truck access after trees are planted on the north side of the trail.
- The access drive from 167th will be graded back to original slope unless the Board has a need to keep it.
- Valley Corp. has submitted Pay Request #4.





48th & Shannon Drive - Buried Manhole



**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, provided that, notwithstanding the terminology of Section 1B of the Extension Agreement, no snow or ice removal activity shall commence prior to the accumulation of two inches (2") of snow.

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: 27 March 2014 By: Richard L. Hansen
Richard L. Hansen, Chairman

ATTEST:

By: Nancy Wackerhagen
Nancy Wackerhagen, Clerk

KNUST, LLC d/b/a LS2,

Date of Execution: 3-25-14 By: Tim Knust
Tim Knust
Title: PRESIDENT

CONTRACT AGREEMENT

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

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

A. The Contractor Agrees As Follows:

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

Item	Description	Quantity	Units	Unit Price	Total Price
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"

(12)

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, sidewalks, lawns, sprinkler systems, trees, fences, or other landscaping damaged in the course of the snow removal and ice control. Chemical damage to

concrete surfaces will not be claimed against the contractor.

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

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

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

C. The Owner Agrees As Follows:

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

D. **Renewal of Contract**

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

E. **Cost of Living Adjustment**

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

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

D. **Termination of Contract:**

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

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

Sanitary and Improvement District No. 162

Richard L. Hansen
Rick Hansen, Chairman

29 March 2012

Date

CONTRACTOR

BY

J. K. Kuntz
President Owner

3/29/12

(Title)

Date



Bond No. 71253196

COMBINED PERFORMANCE
PAYMENT AND MAINTENANCE BOND

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

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

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

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

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

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

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

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

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

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

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

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

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

Krust, LLC dba LS2
(CONTRACTOR) (SEAL)

By _____

WESTERN SURETY COMPANY (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)

(LJR)

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Board No. 71253-96

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

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

Principal: Knust, LLC

Obligee: Sanitary and Improvement District No. 162

Amount: \$500,000.00

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

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers or 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."

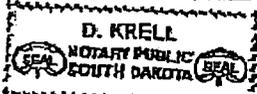
All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of June 30, 2013, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruffat, and its 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 his voluntary act and deed of said corporation.



My Commission Expires November 30, 2012

D. Krell
Notary Public - South Dakota

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

(Handwritten initials)

ACORD CERTIFICATE OF LIABILITY INSURANCE

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

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

INSURED
KNUST LLC

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

INSURERS AFFORDING COVERAGE

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

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	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 litig) \$1000,000 MED EXP (Any one person) \$1,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	A026225BA	10-18-2011	10-18-2012	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WESTATIL- <input type="checkbox"/> OTR- <input type="checkbox"/> TDYR LIMITS EA E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

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

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

ADDITIONAL INSURED; INSURER LETTER:

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

**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"	\$1 85.00 per occurrence
19.	Removal of snow and ice - 3.1"-6"	\$3 70.00 per occurrence
20.	Removal of snow and ice - 6.1"-9"	\$5 50.00 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
 SARPY COUNTY, NEBRASKA
 Job GREEN AREA MAINTENANCE PLAN

PLG	Drawn	_____	date	_____
DRH	Checked	_____	revision	_____
WJC	Approved	_____	date	_____
2012	approved	_____	date	_____

hgm
 ASSOCIATES INC.
 ENGINEERING ARCHITECTURE SURVEYING
 council bluffs omaha

EXHIBIT "C"

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	_____
drawn	_____
DRH	_____
checked	_____
WJG	_____
approved	_____
2013	Revision 1-5/6/2013
date	revision
	date

hgm
 ASSOCIATES INC
 ENGINEERING ARCHITECTURE SURVEYING
 council bluffs omaha

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

EUGENE L. HILLMAN*
LARRY R. FORMAN
EMMETT D. CHILDERS
PATRICIA McCORMACK
*ALSO ADMITTED IN COLORADO

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

MEMO

To: Chairman and Members of the Board of SID 162 of Sarpy County, Nebraska
From: Larry R. Forman
Date: March 25, 2014

Mr. Chairman and Members of the Board:

Attached is a sample of the letters sent to the eight property owners who have failed to supply the SID with evidence that the District has been named as a certificate holder or additional insured on the respective homeowner insurance policies. Letters were sent to the following persons:

- Mr. & Mrs. Michael D. Alspach, 16015 Josephine Street
- ✓ Mr. & Mrs. Gareld E. Ciochon, 15802 Gertrude Street
- Mr. & Mrs. Barry A. Donscheski, 16725 Gertrude Street
- Mr. & Mrs. Steven Heneger, 15910 Timberlane Drive
- Mr. & Mrs. Gary A. Hinnners, 7014 South 164th Avenue
- ✓ Mr. & Mrs. Craig Holz, 16121 Josephine Street
- Mr. & Mrs. Brian Kuta, 7209 South 158th Street
- Mr. & Mrs. Bruce A. Sturges, 15915 Josephine Street

Hopefully these letters will generate some positive responses.

LRF

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

EUGENE L. HILLMAN*
LARRY R. FORMAN
EMMETT D. CHILDERS
PATRICIA McCORMACK
*ALSO ADMITTED IN COLORADO

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

March 25, 2014

Mr. & Mrs. Michael D. Alspach
16015 Josephine Street
Omaha, NE 68136

RE: SID 162 NOTICE OF TERMINATION OF TEMPORARY USE PERMIT

Dear Mr. & Mrs. Alspach:

We regret to inform you that the Temporary Use Permit issued to you by SID 162 has been cancelled due to your failure to supply the SID with evidence that it has been added as a certificate holder or additional insured on your homeowners insurance policy.

Please remove from the SID property anything placed thereon pursuant to the Temporary Use Permit within ten (10) days of the date of this letter. Anything not removed within that time frame will be subject to removal by the SID at your expense.

Very truly yours,



Larry R. Forman

LRF:sr

3/6/2014
09:27:58

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

PAGE: 1

FUND: 8062	SID #162 GENERAL	M-T-D	Y-T-D
10100	- BEGINNING CASH ON HAND	46,522.21	156,795.20
15100	- BEGINNING INVESTMENT ON HAND	0.00	0.00
BEGINNING BALANCE:		46,522.21	156,795.20
TAX RECEIPT COLLECTIONS:			
30138	- 2012 PERSONAL PROPERTY TAX	0.00	150.19
30139	- 2013 PERSONAL PROPERTY TAX	0.00	857.58
30338	- 2012 REAL ESTATE TAXES	1,086.11	120,907.73
30339	- 2013 REAL ESTATE TAX	7,015.00	15,966.80
TAX RECEIPT TOTALS:		8,101.11	137,882.30
34401	- HOMESTEAD EXEMP ALLOCATION	1,372.92	2,828.36
34403	- REAL ESTATE TAX CREDIT	3,615.13	3,615.13
34601	- MOTOR VEHICLE PRO RATE	0.00	586.87
OTHER RECEIPT TOTALS:		4,988.05	7,030.36
60000	- DISBURSEMENTS	-522.23	-240,023.09
60001	- PROPERTY TAX COMMISSION	-162.02	-2,757.65
10000	ENDING CASH ON HAND	58,927.12	58,927.12
15100	ENDING INVESTMENT ON HAND	0.00	0.00
GRAND TOTALS		58,927.12	58,927.12

3/6/2014
09:29:50

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

PAGE: 1

FUND: 8362	SID #162 BOND	M-T-D	Y-T-D
10100	- BEGINNING CASH ON HAND	749,357.51	500,711.64
15100	- BEGINNING INVESTMENT ON HAND	0.00	0.00
BEGINNING BALANCE:		749,357.51	500,711.64
TAX RECEIPT COLLECTIONS:			
30138	- 2012 PERSONAL PROPERTY TAX	0.00	395.90
30139	- 2013 PERSONAL PROPERTY TAX	0.00	2,260.89
30338	- 2012 REAL ESTATE TAXES	2,863.41	318,757.26
30339	- 2013 REAL ESTATE TAX	18,494.08	42,094.31
TAX RECEIPT TOTALS:		21,357.49	363,508.36
34401	- HOMESTEAD EXEMP ALLOCATION	3,619.53	7,456.61
34403	- REAL ESTATE TAX CREDIT	9,530.81	9,530.81
34601	- MOTOR VEHICLE PRO RATE	0.00	1,547.19
OTHER RECEIPT TOTALS:		13,150.34	18,534.61
60000	- DISBURSEMENTS	0.00	-92,046.25
60001	- PROPERTY TAX COMMISSION	-427.15	-7,270.17
10000	ENDING CASH ON HAND	783,438.19	783,438.19
15100	ENDING INVESTMENT ON HAND	0.00	0.00
GRAND TOTALS		783,438.19	783,438.19

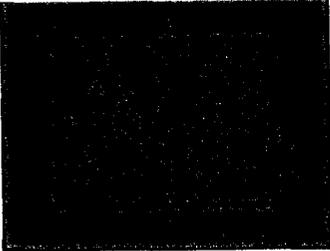
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03/07/14

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	360,851.57	756,143.00	-395,291.43	47.7%
Total Taxes	363,508.36	756,143.00	-392,634.64	48.1%
Real Estate Tax Credit	9,530.81			
Homestead Exemption Allocation	7,456.61			
Motor Vehicle Pro Rate	1,547.19	1,500.00	47.19	103.1%
Total Bond Fund	382,042.97	757,643.00	-375,600.03	50.4%
General Fund				
Taxes				
Personal Property Taxes	965.33			
Real Estate Taxes	136,916.97	286,813.00	-149,896.03	47.7%
Total Taxes	137,882.30	286,813.00	-148,930.70	48.1%
Real Estate Tax Credit	3,615.13			
Homestead Exemption Allocation	2,828.36			
Motor Vehicle Pro Rate	586.87	500.00	86.87	117.4%
Total General Fund	144,912.66	287,313.00	-142,400.34	50.4%
Total Income	526,955.63	1,044,956.00	-518,000.37	50.4%
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	251,844.37	362,000.00	-110,155.63	69.6%
Collection Fees - Sarpy Treas	7,270.17			
Engineering Fees	18,338.05			
Fiscal Agent Fees	14,279.33	1,250.00	13,029.33	1,142.3%
Legal Fees	15,410.31			
Total BondFund	399,188.48	1,112,343.00	-713,154.52	35.9%
GeneralFund				
Audit Fees	5,503.00	5,385.00	118.00	102.2%
Bookkeeping	315.00	500.00	-185.00	63.0%
Chairman and Clerk Bonds	0.00	500.00	-500.00	0.0%
Collection Fees - Sarpy Treas	2,757.65			
Engineering Fees	21,083.85	40,000.00	-18,916.15	52.7%
Green Area Maintenance	19,230.23	65,000.00	-45,769.77	29.6%
Insurance	3,578.00	4,000.00	-422.00	89.5%
Legal Fees	36,161.39	40,000.00	-3,838.61	90.4%
Miscellaneous				
Legal expenses	1,918.34			
Miscellaneous - Other	0.00	2,000.00	-2,000.00	0.0%
Total Miscellaneous	1,918.34	2,000.00	-81.66	95.9%
Publishing	1,292.82	1,000.00	292.82	129.3%
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	27,932.96	51,000.00	-23,067.04	54.8%
Street Signs	647.23	500.00	147.23	129.4%
Total GeneralFund	208,064.55	365,985.00	-157,920.45	56.9%
Total Expense	607,253.03	1,478,328.00	-871,074.97	41.1%
Net Income	-80,297.40	-433,372.00	353,074.60	18.5%



Date 3/25/14
Invoice # 144S162

SID 162 Contract Services

Service @: SID 162
Service work per contract

SID 162 - 2014, LS2 Service Invoice for April Board Meeting	Item	Quantity	Cost
April mowing services per contract	\$ 1,266.04	5	\$ 6,330.20
April Garbage Collection - Removal Per Week	\$ 30.63	5	\$ 153.15
Start of Season, Landscape Area Maintenance - All Islands	\$ 408.27	1	\$ 408.27
Garbage Collection - Removal Per Month, March	\$ 30.63	1	\$ 30.63
Snow Removal of 3.8" on February 5th	\$ 370.00	1	\$ 370.00
Total of Services			Amount Due \$ 7,292.25

Remit Payment to:

LS2
5070 South 174th Street
Omaha, Ne. 68135

*pd 3-27-14
5821 +
5822*

National Weather Service Report – February Snow F6 Report – 2014

STATION: VALLEY NWS, NEBRASKA
 MONTH: FEBRUARY
 YEAR: 2014
 LATITUDE: 41 19 N
 LONGITUDE: 96 22 W

TEMPERATURE IN F:		:PCPN:	SNOW:	WIND	:SUNSHINE:	SKY	:PK WND											
1	2	3	4	5	6A	6B	7	8	9	10	11	12	13	14	15	16	17	18
										12Z		AVG MX		2MIN				
DY	MAX	MIN	AVG	DEP	HDD	CDD	WTR	SNW	DPH	SPD	SPD	DIR	MIN	PSBL	S-S	WX	SPD	DR
1	24	9	17	-7	48	0	0.02	1.0	1	M	M	M	M	M	M		30	M
2	29	-1	14	-10	51	0	0.00	0.0	1	M	M	M	M	M	M		20	M
3	32	9	21	-4	44	0	0.00	0.0	T	M	M	M	M	M	M		18	M
4	24	3	14	-11	51	0	0.32	3.6	0	M	M	M	M	M	M	89	36	M
5	10	-4	3	-22	62	0	T	0.2	3	M	M	M	M	M	M	89	33	M
6	9	-8	1	-24	64	0	0.00	0.0	3	M	M	M	M	M	M		20	M
7	16	-1	8	-17	57	0	T	T	3	M	M	M	M	M	M		23	M
8	26	11	19	-6	46	0	0.01	0.4	3	M	M	M	M	M	M		17	M
9	19	2	11	-15	54	0	T	T	3	M	M	M	M	M	M		23	M
10	12	-7	3	-23	62	0	0.00	0.0	3	M	M	M	M	M	M		13	M
11	21	4	13	-13	52	0	0.00	0.0	3	M	M	M	M	M	M		26	M
12	27	17	22	-4	43	0	0.04	0.4	2	M	M	M	M	M	M		29	M
13	53	26	40	14	25	0	T	T	2	M	M	M	M	M	M		25	M
14	30	18	24	-3	41	0	0.02	0.1	T	M	M	M	M	M	M	4	28	M
15	58	20	39	12	26	0	T	T	0	M	M	M	M	M	M		46	M
16	36	22	29	2	36	0	0.00	0.0	0	M	M	M	M	M	M	1	29	M
17	54	29	42	14	23	0	0.06	0.7	1	M	M	M	M	M	M	16	37	M
18	65	35	50	22	15	0	0.00	0.0	0	M	M	M	M	M	M		41	M
19	51	23	37	9	28	0	0.00	0.0	0	M	M	M	M	M	M		25	M
20	42	25	34	6	31	0	0.33	1.4	0	M	M	M	M	M	M		40	M
21	49	20	35	6	30	0	T	T	T	M	M	M	M	M	M		46	M
22	40	27	34	5	31	0	0.00	0.0	0	M	M	M	M	M	M		21	M
23	32	20	26	-4	39	0	0.00	0.0	0	M	M	M	M	M	M		18	M
24	25	20	23	-7	42	0	0.03	0.7	0	M	M	M	M	M	M		17	M
25	20	6	13	-17	52	0	T	T	1	M	M	M	M	M	M		26	M
26	35	1	18	-13	47	0	0.00	0.0	T	M	M	M	M	M	M		32	M
27	22	4	13	-18	52	0	0.00	0.0	0	M	M	M	M	M	M		22	M
28	39	13	26	-5	39	0	0.04	0.6	0	M	M	M	M	M	M		31	M
SM	900	343			1191	0	0.87	9.1		M				M				
AV	32.1	12.2								M	FASTST	M	M	6		MAX (MPH)		
								MISC ---->		M	M					46	M	

Invoice



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

Date
2/27/2014

Invoice #
3602

PHONE: 402.933.5230
FAX: 402.933.6783

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

Terms
Net 30

Description	Amount
Assistance with the preparation of your 2013 1096 and 1099's.	145.00
<i>Thank You!</i> <i>Rhonda</i>	
<i>pd 3-27-14</i> <i># 5823</i>	
Thank you for your business.	Total \$145.00

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: 03/13/14
ACCT NO.: LRF-162-001

RE: General

PREVIOUS BALANCE: \$8,724.10

DATE	PROFESSIONAL SERVICES RENDERED	INDIV	TIME	AMOUNT
02/03/14	Review e-mails from trustees; review warrant offering circular and conf. bond house re same; letter and copy of circular to board members	LRF	1.20	180.00
02/03/14	Review material from engineer re concrete in channel; review e-mail from John; review and correct January minutes and summary; e-mail to chairman and trustees with corrected pages; memo to Tim Knust re snow bills and future work	LRF	1.50	225.00
02/04/14	Review memo to Knust re snow removal; review finalized summary of minutes; e-mail summary to trustees	LRF	0.40	60.00
02/04/14	Assemble January proceedings; letter and set of proceedings to bond house; letters and copies of proceedings to county clerk and accountant	LRF	1.30	195.00
02/05/14	Review county ledger reports and Vakoc budget tracking statement; conf. Terry Williams re accountant request	LRF	0.60	90.00
02/10/14	Review e-mail from clerk; prepare warrant to Hughes; review audit report and accountant letter; forward copies of audit to trustees with cover letter; review e-mail from chairman; verify status of OPPD account, prepare warrant to OPPD	LRF	2.40	360.00
02/10/14	Review Vakoc report	LRF	0.20	30.00
02/11/14	Prepare meeting notice and cover letter to paper; notices to trustees, county clerk and engineer	LRF	0.80	120.00
02/13/14	Proof and pay publication notice form	LRF	0.40	60.00
02/20/14	Review e-mail from bond house re debt resolution; revise resolution	LRF	0.40	60.00

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: 03/13/14
 ACCT NO.: LRF-162-001

02/22/14	Review packet from Corps of Engineers re channel project; letter and copy of packet to engineer; letter and copy of packet to chairman; prepare 2nd extension agreement for common area maintenance services	LRF	2.60	390.00
02/24/14	Conf. attorneys re recommendations for accountants; prepare receipts of notice, agenda, warrant lists; warrants; conf. engineer; review and revise Knust agreement; review and forward correspondence	LRF	3.00	450.00
02/26/14	Conf. bond house; review e-mail from Knust and forward to accountant	LRF	0.40	60.00
02/27/14	Conf. Rick Anderson re accountant recommendations; memo to trustees re accountants; warrants and letters to 3 creditors; attend trustee's meeting	LRF	4.30	645.00
Total of New Services:			19.50	2,925.00

DATE	EXPENSE	AMOUNT
02/13/14	Omaha World Herald - publication of meeting notice	11.48
02/28/14	Mileage	13.20
Total of New Expenses:		24.68

DATE	PAYMENT	AMOUNT
03/13/14		3,393.73
Total of New Payments:		3,393.73

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: 03/13/14
ACCT NO.: LRF-162-001

ACCOUNT SUMMARY

PREVIOUS BALANCE:	\$8,724.10
NEW SERVICES:	\$2,925.00
NEW EXPENSES:	\$24.68
NEW PAYMENTS:	\$3,393.73
TOT. CURRENT PERIOD:	\$2,949.68
CURRENT BALANCE:	\$8,280.05

*pd 3-27-13
5824*

hgm

ASSOCIATES INC.

***** INVOICE *****

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

DATE : 3/10/2014
 CLIENT NO. : 7241
 INVOICE NO. : 703510-24

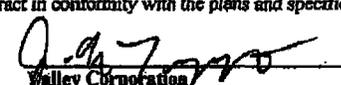
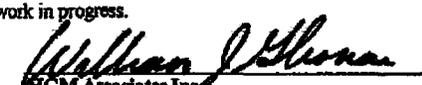
Progress billing for professional engineering services for the Millard Park General Services as per agreement; from 2/1/14 through 2/28/14.

	CURRENT HOURS	RATE	CURRENT PERIOD
Board Meetings			
(Attend meeting 2/27/14)			
Senior Project Engineer- W. Glismann	1.50	152.88	229.32
			\$ <u>229.32</u>
Mission Creek Phase III			
(Project Observation & Management, Verification of Quantities for pay request, Coordination with COE)			
Senior Project Engineer- W. Glismann	21.00	152.88	3,210.48
Design Engineer - R. Mahalek	16.50	97.35	1,606.28
Engineering Technician I - Les Lenz	1.00	98.55	98.55
			\$ <u>4,915.31</u>
Current Amount Due			\$ <u><u>5,144.63</u></u>

pd 3-27-14 { *General Funds \$ 229.32 # 5825*
Construction Funds \$ 4915.31 # 5826-CF

PERIODIC COST ESTIMATE HGM ASSOCIATES INC. Consulting Engineers		Estimate No. 4 Contract Project No. 703510-008 Page 1 of 1 Period Ending: 3/21/2014
Project Description: SID 162 Mission Creek Channel Reestablishment Phase III		Date of Estimate: 3/21/2014 Percent Completion: 91% Current Contract Amt: \$362,512.55 Estimated Completion: 75%
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	

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	2,200.00	2,090.00	95%	24,327.60
4.	Haul and Place Topsoil	CY	14.28	340.00	323.00	95%	4,612.44
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	640.00	640.00	100%	25,849.60
8.	Grout for Rip Rap	CY	207.34	50.00	50.00	100%	10,367.00
9.	Geotextile Fabric	SY	3.74	1,400.00	1,400.00	100%	5,236.00
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	24.00	100%	1,109.52
13.	Concrete Pipe Collar	EA	751.77	1.00	1.00	100%	751.77
14.	Pipe Outlet Structure	EA	3,343.71	1.00	1.00	100%	3,343.71
15.	Rolled Erosion Control Blanket - C350	SY	5.71	1,450.00	1,450.00	100%	8,279.50
16.	Seeding - Channel	SY	0.44	1,450.00	1,450.00	100%	638.00
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 Coffin tree	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: 3/21/14	Total Amount Completed Work to Date: \$331,047.60
	Less Amount Retained (5%): \$16,552.38
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: 3/26/14	Less Previous Payments to Contractor: \$256,838.37
	Total Amount Now Due Contractor: \$57,656.85 Breakdown of Materials Delivered:

pd 3-27-14
 # 5827 to
 5833

HILLMAN, FORMAN, CHILDERS & McCORMACK

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

(402) 397-8051
TAX NO. 47-0648847

March 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. #4

\$57,656.85 x 6% \$3,459.91

*pd 3-27-14
#5834*