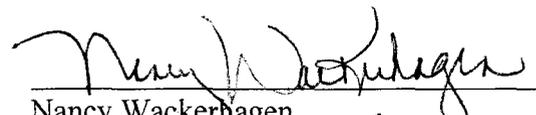
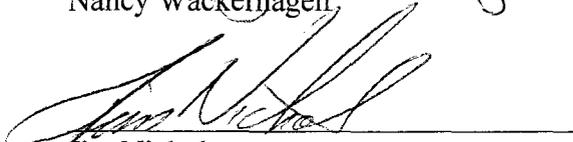


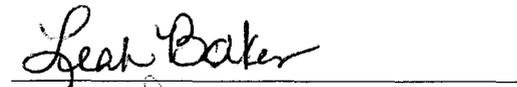
ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF MEETING

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 3:00 o'clock p.m. on Thursday, August 18, 2016, at Chalco Hills Recreation Area Visitor's Center, 8901 South 154th Street, Omaha, Nebraska.


Richard L. Hansen


Nancy Wackerhagen


Jim Nichols


Leah Baker


Clinton W. Strong

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.

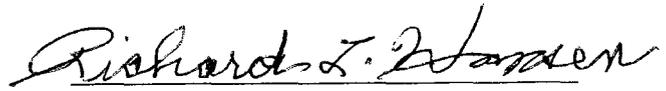
3. All of the subjects addressed at the Meeting were contained in the agenda for the Meeting, which agenda was kept continually current and readily available for public inspection at the address listed in the meeting notice for the Meeting and a copy of which is attached to this Certificate; such subjects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

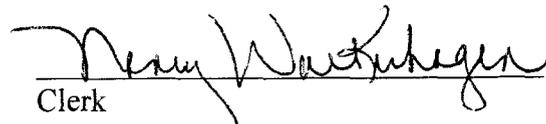
4. A current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during the Meeting in the room in which such Meeting was held and all in attendance at the Meeting were informed that such copy of the Nebraska Open Meetings Act was available for review 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 29th day of Aug, 2016.


Chairman


Clerk

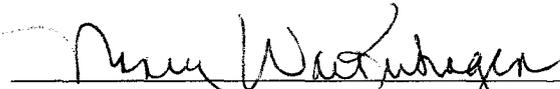
**AGENDA FOR MEETING OF BOARD OF TRUSTEES OF
SANITARY AND IMPROVEMENT DISTRICT NO. 162
OF SARPY COUNTY, NEBRASKA**

Agenda for meeting of Board of Trustees of Sanitary and Improvement District No. 162 of Sarpy County, Nebraska on August 18, 2016, at 3:00 p.m. at the Chalco Hills Recreation Area Visitors Center, 8901 South 154th Street, Omaha, Nebraska.

1. Call to Order and Roll Call
2. Announcement in Compliance with Open Meetings Act
3. Approval of Minutes of July 21, 2016 Meeting
4. Preliminary Budget Review
5. Engineer's Report
 - A. 2016 Paving Maintenance Project
 - B. Mission Creek Channel Reestablishment Phase IV
 - C. 2016 Playground Resurfacing Project
 - D. Miscellaneous
6. Attorney's Report
 - A. BNSF Project Status Report
 - B. Old World Herald Bills
7. Resident Concerns
8. Ratification of Warrants and Payment of Bills
9. Set Date for Budget Meeting (September 15, 7:00 p.m.)

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
August 18, 2016**

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 August 18, 2016 at 3:00 p.m. at the Chalco Hills Recreation Area Visitor's Center, 8901 South 154th Street, Omaha, Nebraska.

Present were: Chairman Richard Hansen, Clerk Nancy Wackerhagen and Trustees James Nichols, Leah Baker and Clinton Strong.

Absent: None.

Also present: Accountant Paul Piotrowski, Engineer Bill Glismann, Attorney Larry Forman and one District resident.

Notice of the meeting was given in advance thereof by publication in the Papillion Times on August 10, 2016, 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 at which the Trustees were seated.

The Chairman stated that the next item of business on the agenda was approval of the Minutes of the meeting of the Board of Trustees of July 21, 2016. After brief discussion, the Minutes of that meeting were approved as submitted.

The Chairman stated the next item of business on the agenda was a review of the preliminary budget for 2016 - 2017. The Chairman called upon Accountant Paul Piotrowski who distributed to the Trustees copies of the preliminary budget for the coming year, a copy of which is attached to these Minutes. He stated that during the past year, the District's valuation has increased by 4.7% as a result of which increased revenue will be received if the total tax rate is maintained at 80¢, 22¢ designated for the general fund and 58¢ designated for the bond fund. Trustee Baker inquired as to increasing the line item budget for power bills in view of recent indications that OPPD will be increasing electric rates. After brief discussion, it was determined that the budget as proposed has significant cushions built in to absorb the anticipated power cost increases. After further discussion, Mr. Piotrowski stated that he would supply the Attorney with a revised budget summary as soon as final valuation figures are released by the County on or about August 20 so correct numbers can be utilized in the budget summary to be published in advance of the budget hearing. Thereafter, Mr. Piotrowski departed the meeting.

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 August 18, 2016, a copy of which is attached to these Minutes, and reported as follows:

A. 2016 Paving Maintenance Project. Mr. Glismann stated that the project is now complete and he submitted to the Trustees copies of his final pay estimate showing the amount currently due Spencer Management in the amount, less 3% retainage, of \$103,046.01. Mr. Glismann added that at the direction of the Board, he had inspected other areas throughout the District, determining that three of the four areas are not bad enough to deserve attention at this time and that the remaining location is a homeowner driveway issue relating to inadequate expansion joints. He stated that since the problem impacts both the homeowner and the District, he would suggest that item be included in the paving repair project for 2017, with the suggestion being made that the cost be split between the District and the homeowner. Trustee Baker asked the Engineer to forward to her any available information on this issue so she can approach the homeowner directly to discuss this matter.

B. Mission Creek Channel Reestablishment Phase IV. Mr. Glismann stated that the project is on hold pending the outcome of the September NRD Board Meeting where the budget for

the coming year will be adopted. He stated that once that meeting is held, the NRD will submit a letter to the District advising what materials need to be submitted to qualify for partial reimbursement. He presented to the Chairman a permit form from the Army Corps of Engineers which was signed by the Chairman and delivered to Mr. Glismann for submittal to the Corps.

C. 2016 Playground Resurfacing Project. Mr. Glismann presented to the Chairman and Clerk two copies of the contract between Dostals Construction Company, Inc. and the District for the work to be performed in connection with this project. One fully executed copy of the Contract was retained by the District and is attached to these Minutes, with the other copy of the contract being submitted to the Engineer for delivery to the Contractor. In response to a question concerning the color breakdown for the tiles to be included in the project, Mr. Glismann stated that 25% will be terra cotta, 25% will be black and 50% will be a multigrain. Mr. Glismann stated that he anticipates the work on the project will begin near the end of September and should be completed by the end of October.

D. Miscellaneous. Mr. Glismann stated that in response to emails he had received concerning additional erosion adjacent to the back property line of the Wes Lyons property, he had taken a number of pictures, copies of which were displayed to the Trustees. After extended discussion, the Trustees concurred with the Engineer's recommendation to revisit this situation in the spring of 2017.

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

A. BNSF Project Status Report. Mr. Forman stated that after receiving copies of photos from Trustee Jim Nichols showing additional erosion in the area where the railroad work has taken place, he had submitted an email memo with photos to Collin Stevens of Cinnabar Southwest, LLC and Joshua Dowding with BNSF requesting that they inspect the situation and devise a plan to assure that matters did not get out of hand. A copy of Mr. Forman's email of August 5, 2016 with photos is attached to these Minutes. Mr. Forman stated that when he did not receive a timely response, he left phone messages with Messrs Stevens and Dowding but still has not had any response. After brief discussion concerning the severity of the situation, the Trustees directed Mr. Forman to immediately submit strongly worded letters to both individuals insisting that prompt action can be

taken to deal with the current situation. On the south side of the project, the ground needs to be restored, sod needs to be installed, and steps need to be taken to assure that water does not impact adjacent properties. On the north side, the water is currently flowing in a straight path rather than following the boundary of the creek. Wing walls or other water deflecting structures may be needed but any steps taken should be taken in consultation with Mr. Glismann and both Mr. Stevens and Mr. Dowding should be encouraged to promptly inspect the project area along with Bill Glisman, Chairman Hansen and Trustee Nichols. Mr. Forman stated that he would contact both individuals promptly and would advise the Board Members and Mr. Glismann of any response which is forthcoming.

B. Old World Herald Bills. The Attorney confirmed that the old World Herald publications bills dating back to the time when the District was represented by Attorney Ron Hunter have been paid.

The Chairman stated the next item of business on the agenda was resident concerns. Trustee Nichols asked the Attorney to obtain current floodway and flood plane maps for the area included within the boundaries of the District. A question was raised about a Caribou Coffee sign situation on the right-of-way adjacent to the District but it was determined that since the sign is on the right-of-way and not on SID property, that concern would need to be addressed with officials of Sarpy County.

The Chairman stated the next item of business on the agenda was payment of bills. The Chairman presented the following statements for payment through the District's general fund:

Spencer Management - \$103,046.01 for Paving Repair 2016
HGM Associates - \$4,790.44 for general engineering services
Lawn Care for Less - \$8,300.00 for green area maintenance

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

Richard Hansen	- Aye
Nancy Wackerhagen	- Aye
James Nichols	- Aye
Leah Baker	- Aye
Clinton Strong	- Aye

the following resolution was adopted:

RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 162 of Sarpy County, Nebraska, that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Warrants No. 6040 through 6043 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:

#6040 Spencer Management - Paving Repair 2016	\$103,046.01
#6041 HGM Associates Inv #703510-42 for general engineering services	\$4,790.44
#6042 Lawn Care for Less - Inv #3678 mowing services	\$5,000.00
#6043 Lawn Care for Less - Inv #3678 mowing services	\$3,300.00

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

HGM Associates - \$7,165.67 for Mission Creek and Playground engineering services

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

Richard Hansen	- Aye
Nancy Wackerhagen	- Aye
James Nichols	- Aye
Leah Baker	- Aye
Clinton Strong	- 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. 6044 and 6045 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:

#6044 HGM Assoc. - Inv # 703510-42 Mission Creek & playground	\$5,000.00
#6045 HGM Assoc. - Inv # 703510-42 Mission Creek & playground	\$2,165.67

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.

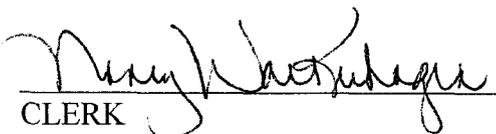
4. The Certificate is being passed, executed and delivered pursuant to Section 1.148-2(b)(2) of the Income Tax Regulations under the Internal Revenue Code of 1986, as amended.

The Chairman stated the next item of business on the agenda was setting the time and place for the next meeting of the Board. After brief discussion it was determined that the budget meeting of the Board will be held on Thursday, September 15, 2016 at 7:00 o'clock p.m. at the Chalco Hills Recreation Area Visitor's Center, 8901 South 154th Street, Omaha, Nebraska, to assure that the District can adopt the budget for 2016 - 2017 and submit copies to the State Auditor and County Board prior to the September 20 deadline.

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


CHAIRMAN

ATTEST:


CLERK

Hillman Forman

From: Paul Piotrowski [ppiotrowski@rpcpa.net]
Sent: Monday, August 15, 2016 5:12 PM
To: larryforman@hfncm.com
Cc: Brandon Jacobsen
Subject: SID 162 PRELIMINARY Budget
Attachments: SID 162 PRELIMINARY Budget 16-17.pdf

Larry:

Attached is the PRELIMINARY Budget for SID 162. It is based using the same levies in the general fund and bond fund as last year's budget. Per discussions with Bruce Lefler from Ameritas that levy should work leaving some reserve in the bond fund.

Any questions, let me know.

See you Thursday at the 3 PM meeting.

Thanks, Paul.

Paul F. Piotrowski, CPA

Ritterbush & Piotrowski, L.L.P.
10846 Old Mill Road, Suite 1
Omaha, NE 68154
PH (402) 896-1500
Cell (402) 321-7012
Fax (402) 896-1726

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8/16/2016



INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

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

We have compiled the accompanying preliminary forecasted statement of cash receipts and disbursements of Sanitary and Improvement District No. 162 of Sarpy County, Nebraska for the year then ending June 30, 2017 included in the prescribed form, in accordance with attestation standards established by the American Institute of Certified Public Accountants. This financial statement has been prepared on the cash basis of accounting prescribed by the State of Nebraska Auditor of Public Accounts, which is a comprehensive basis of accounting other than generally accepted accounting principles.

A compilation is limited to presenting in the form of a forecast prescribed by the State of Nebraska Auditor of Public Accounts information that is the representation of management and does not include evaluation of the support for the assumptions underlying the forecast. We have not examined the forecast and, accordingly, do not express an opinion or any other form of assurance on the accompanying statements or assumptions. Furthermore, there will usually be differences between the forecasted and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

We have also compiled the accompanying statements of cash receipts and disbursements of Sanitary and Improvement District No. 162 of Sarpy County, Nebraska for the years ended June 30, 2016 and 2015, included in the accompanying form prescribed by the State of Nebraska Auditor of Public Accounts in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

Such a compilation is limited to presenting historical financial statements in the form prescribed by the State of Nebraska Auditor of Public Accounts information that is the representation of management. We have not audited or reviewed the accompanying historical financial statements referred to above and, accordingly, do not express an opinion or any other form of assurance on them.

The forecasted and historical statements of cash receipts and disbursements are presented in accordance with the requirements of the State of Nebraska Auditor of Public Accounts, which differ from the cash basis of accounting and generally accepted accounting principles. Accordingly, the financial statements are not designed for those who are not informed about such differences.

Management has elected to omit substantially all of the disclosures and summary of significant forecast assumptions ordinarily included in forecasted and historical financial statements prepared on the cash basis of accounting. If the omitted disclosures and assumptions were included in the financial statements, they might influence the user's conclusions about the District's receipts and disbursements. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Ritterbush & Piotrowski, L.L.P.

Ritterbush & Piotrowski, L.L.P.

Omaha, Nebraska
August 15, 2016

**2016-2017
STATE OF NEBRASKA
SID BUDGET FORM**

SID # 162

TO THE COUNTY BOARD AND COUNTY CLERK OF
Sarpy County

This budget is for the Period JULY 1, 2016 through JUNE 30, 2017

Upon Filing, The Entity Certifies the Information Submitted on this Form to be Correct:

The following **PERSONAL AND REAL PROPERTY TAX** is requested for the ensuing year:

\$	322,556.00	Property Taxes for Non-Bonds
\$	850,375.00	Principal and Interest on Bonds
\$	1,172,931.00	Total Personal and Real Property Tax Required

Outstanding Registered Warrants/Bonded Indebtedness as of JULY 1, 2016

\$	5,255,000.00	Principal
\$	653,410.00	Interest
\$	5,908,410.00	Total Bonded Indebtedness

\$ 146,616,371 **Total Certified Valuation (All Counties)**
*(Certification of Valuation(s) from County Assessor **MUST** be attached)*

County Clerk's Use Only

APA Contact Information

Auditor of Public Accounts
State Capitol, Suite 2303
Lincoln, NE 68509

Telephone: (402) 471-2111 FAX: (402) 471-3301

Website: www.auditors.nebraska.gov

Questions - E-Mail: Deann.Haeffner@nebraska.gov

Budget Document To Be Used As Audit Waiver?

My Subdivision has elected to use this Budget Document as the Audit Waiver.

YES NO
(If YES, Board Minutes **MUST** be Attached)

If YES, Page 2, Column 2 **MUST** contain ACTUAL Numbers.
If YES, DO NOT COMPLETE/SUBMIT SEPARATE AUDIT WAIVER REQUEST.

SID is Less Than 5 Years Old

YES, SID is Less than 5 Years Old; Therefore, Lid and Levy Limit **DO NOT** APPLY
Date SID was formed: _____

Report of Joint Public Agency & Interlocal Agreements

Was this Subdivision involved in any Interlocal Agreements or Joint Public Agencies for the reporting period of July 1, 2015 through June 30, 2016?

YES NO

If YES, Please submit Interlocal Agreement Report by December 31, 2016.

Report of Trade Names, Corporate Names & Business Names

Did the Subdivision operate under a separate Trade Name, Corporate Name, or other Business Name during the period of July 1, 2015 through June 30, 2016?

YES NO

If YES, Please submit Trade Name Report by December 31, 2016.

Submission Information

Budget Due by 9-20-2016

Submit budget to:

1. Auditor of Public Accounts -Electronically on Website or Mail
2. County Board (SEC. 13-508), C/O County Clerk

SID # 162 in Sarpy County

Line No.	TOTAL ALL FUNDS	Actual 2014 - 2015 (Column 1)	Actual 2015 - 2016 (Column 2)	Adopted Budget 2016 - 2017 (Column 3)
1	Beginning Balances, Receipts, & Transfers:			
2	Net Cash Balance	\$ -	\$ -	\$ -
3	Investments	\$ -	\$ -	\$ -
4	County Treasurer's Balance	\$ 643,741.76	\$ 773,576.67	\$ 820,100.25
5	Subtotal of Beginning Balances (Lines 2 thru 4)	\$ 643,741.76	\$ 773,576.67	\$ 820,100.25
6	Personal and Real Property Taxes (Columns 1 and 2-See Preparation Guidelines)	\$ 1,003,750.52	\$ 1,042,132.45	\$ 1,127,818.26
7	Federal Receipts	\$ -	\$ -	\$ -
8	State Receipts: Motor Vehicle Pro-Rate	\$ 2,309.34	\$ 3,789.65	\$ 3,500.00
9	State Receipts: State Aid			
10	State Receipts: Other	\$ 30,935.70	\$ 35,567.91	\$ -
11	State Receipts: Property Tax Credit	\$ 28,236.88	\$ 38,111.64	
12	Local Receipts: Nameplate Capacity Tax	\$ -	\$ -	\$ -
13	Local Receipts: In Lieu of Tax	\$ -	\$ -	\$ -
14	Local Receipts: Other	\$ 202,429.34	\$ 2,080,309.66	\$ 900.00
15	Transfers In Of Surplus Fees	\$ -	\$ -	\$ -
16	Transfer In Other Than Surplus Fees (Should agree to Line 28)	\$ -	\$ -	\$ -
17	Total Resources Available (Lines 5 thru 16)	\$ 1,911,403.54	\$ 3,973,487.98	\$ 1,952,318.51
18	Disbursements & Transfers:			
19	Operating Expenses	\$ 280,652.76	\$ 397,355.52	\$ 357,750.00
20	Capital Improvements (Real Property/Improvements)	\$ 88,453.19	\$ -	\$ -
21	Other Capital Outlay (Equipment, Vehicles, Etc.)	\$ -	\$ -	\$ -
22	Debt Service: Bond Principal & Interest Payments	\$ 757,672.50	\$ 2,235,505.22	\$ 769,300.00
23	Debt Service: Payments to Retire Interest-Free Loans (Public Airports)			
24	Debt Service: Payments to Bank Loans & Other Instruments (Fire Districts)			
25	Debt Service: Other	\$ 11,048.42	\$ 520,526.99	\$ 209,941.80
26	Judgments	\$ -	\$ -	\$ -
27	Transfers Out of Surplus Fees	\$ -	\$ -	\$ -
28	Transfers Out Other Than Surplus Fees (Should agree to Line 16)	\$ -	\$ -	\$ -
29	Total Disbursements & Transfers (Lines 19 thru 28)	\$ 1,137,826.87	\$ 3,153,387.73	\$ 1,336,991.80
30	Balance Forward/Cash Reserve (Line 17 - Line 29)	\$ 773,576.67	\$ 820,100.25	\$ 615,326.71
31	Cash Reserve Percentage			46%

PROPERTY TAX RECAP	Tax from Line 6	\$ 1,127,818.26
	County Treasurer's Commission at 2% of Line 6	\$ 22,556.37
	Delinquent Tax Allowance	\$ 22,556.37
	Total Property Tax Requirement	\$ 1,172,931.00

SID # 162 in Sarpy County

To Assist the County For Levy Setting Purposes

The Cover Page identifies the Property Tax Request between Principal & Interest on Bonds and All Other Purposes. If your SID needs more of a breakdown for levy setting purposes, complete the section below.

Property Tax Request by Fund:	Property Tax Request
	<hr/>
General Fund	\$ 322,556.00
Bond Fund	\$ 850,375.00
	<hr/>
Total Tax Request	** \$ 1,172,931.00

** This Amount should agree to the Total Personal and Real Property Tax Required on the Cover Page (Page 1).

Cash Reserve Funds

Statute 13-503 says cash reserve means funds required for the period before revenue would become available for expenditure but shall not include funds held in any special reserve fund. If the cash reserve on Page 2 exceeds 50%, you can list below funds being held in a special reserve fund.

<u>Special Reserve Fund Name</u>	<u>Amount</u>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
Total Special Reserve Funds	\$ -
Total Cash Reserve	\$ 615,326.71
Remaining Cash Reserve	\$ 615,326.71
Remaining Cash Reserve %	0.460232224

Documentation of Transfers:

(Only complete if there are transfers noted on Page 2, Column 2)

Please explain what fund the monies were transferred from, what fund they were transferred to, and the reason for the transfer.

Transfer From:	Transfer To:
Amount: \$	-
Reason:	

Transfer From:	Transfer To:
Amount: \$	-
Reason:	

Transfer From:	Transfer To:
Amount: \$	-
Reason:	

CORRESPONDENCE INFORMATION

ENTITY OFFICIAL ADDRESS

If no official address, please provide address where correspondence should be sent

NAME	Larry Forman, Attorney
ADDRESS	7171 Mercy Road, Suite 650
CITY & ZIP CODE	Omaha, NE 68106
TELEPHONE	402-397-8051
WEBSITE	larryforman@hfncm.com

	BOARD CHAIRPERSON	CLERK/TREASURER/SUPERINTENDENT/OTHER	PREPARER
NAME	Richard Hansen	Larry Forman, Attorney	Paul F. Piotrowski, CPA
TITLE /FIRM NAME	Chairperson	Hillman, Forman, Childers & McCormack	Ritterbush & Piotrowski, LLP
TELEPHONE	402-891-0607	402-397-8051	402-896-1500
EMAIL ADDRESS	rickwood@cox.net	larryforman@hfncm.com	ppiotrowski@rpcpa.net

For Questions on this form, who should we contact (please one): Contact will be via email if supplied.

- Board Chairperson
- Clerk / Treasurer / Superintendent / Other
- Preparer

NOTE: If Budget Document is used as an Audit Waiver, approval of the Audit Waiver will be sent to the Board Chairperson via email. If no email address is supplied for the Board Chairperson, notification will be mailed via post office to address listed above.

SID # 162 in Sarpy County
2016-2017 LID SUPPORTING SCHEDULE

Calculation of Restricted Funds

Total Personal and Real Property Tax Requirements	(1) \$	1,172,931.00
Motor Vehicle Pro-Rate	(2) \$	3,500.00
In-Lieu of Tax Payments	(3) \$	-
Transfers of Surplus Fees	(4) \$	-
Prior Year Budgeted Capital Improvements that were excluded from Restricted Funds.		
Prior Year Capital Improvements Excluded from Restricted Funds (From 2014-2016 Lid Exceptions, Line (10))	\$	-
LESS: Amount Spent During 2015-2016	\$	-
LESS: Amount Expected to be Spent in Future Budget Years	\$	-
Amount to be included as Restricted Funds <u>(Cannot be a Negative Number)</u>	(8) \$	-
Nameplate Capacity Tax	(8a) \$	-

TOTAL RESTRICTED FUNDS (A)	(9) \$	1,176,431.00
-----------------------------------	--------	---------------------

Lid Exceptions

Capital Improvements (Real Property and Improvements on Real Property)	_____ (10)
LESS: Amount of prior year capital improvements that were excluded from previous lid calculations but were not spent and now budgeted this fiscal year <i>(cannot exclude same capital improvements from more than one lid calculation.)</i> Agrees to Line (7).	\$ - (11)
Allowable Capital Improvements	(12) \$ -
Bonded Indebtedness	(13) \$ 850,375.00
Public Facilities Construction Projects (Statutes 72-2301 to 72-2308)	(14) _____
Interlocal Agreements/Joint Public Agency Agreements	(15) _____
Judgments	(16) _____
Refund of Property Taxes to Taxpayers	(17) _____
Repairs to Infrastructure Damaged by a Natural Disaster	(18) _____

TOTAL LID EXCEPTIONS (B)	(19) \$	850,375.00
---------------------------------	---------	-------------------

TOTAL RESTRICTED FUNDS For Lid Computation (To Line 9 of the Lid Computation Form) <i>To Calculate: Total Restricted Funds (A)-Line 9 MINUS Total Lid Exceptions (B)-Line 19</i>	\$ 326,056.00
--	----------------------

Total Restricted Funds for Lid Computation cannot be less than zero. See Instruction Manual on completing the Lid Supporting Schedule.

SID # 162 in Sarpy County

COMPUTATION OF LIMIT FOR FISCAL YEAR 2016-2017

PRIOR YEAR RESTRICTED FUNDS AUTHORITY OPTION 1 OR OPTION 2

OPTION 1

2015-2016 Restricted Funds Authority = Line (8) from last year's Lid Computation Form 1,105,823.21
Option 1 - (1)

OPTION 2 - *Only use if a vote was taken last year at a townhall meeting to exceed Lid for one year*

Line (1) of 2015-2016 Lid Computation Form Option 2 - (A)

Allowable Percent Increase **Less** Vote Taken %
 (From 2015-2016 Lid Computation Form Line (6) - Line (5)) Option 2 - (B)

Dollar Amount of Allowable Increase Excluding the vote taken -
 Line (A) X Line (B) Option 2 - (C)

Calculated 2015-2016 Restricted Funds Authority (Base Amount) = -
 Line (A) Plus Line (C) Option 2 - (1)

ALLOWABLE INCREASES

1 BASE LIMITATION PERCENT INCREASE (2.5%) 2.50 %
(2)

2 ALLOWABLE GROWTH PER THE ASSESSOR MINUS 2.5% %
(3)

$\frac{\text{2016 Growth per Assessor}}{\text{2015 Valuation}} = \frac{\text{Multiply times}}{\text{100 To get \%}} \%$

3 ADDITIONAL ONE PERCENT BOARD APPROVED INCREASE %
(4)

$\frac{\text{\# of Board Members voting "Yes" for Increase}}{\text{Total \# of Members in Governing Body (Attending & Absent)}} = \frac{\text{Must be at least .75 (75\%) of the Governing Body}}{\text{Governing Body}} \%$

ATTACH A COPY OF THE BOARD MINUTES APPROVING THE INCREASE.

4 SPECIAL ELECTION/TOWNHALL MEETING - VOTER APPROVED % INCREASE %
(5)

Please Attach Ballot Sample and Election Results OR Record of Action From Townhall Meeting

SID # 162 in Sarpy County

TOTAL ALLOWABLE PERCENT INCREASE = Line (2) + Line (3) + Line (4) + Line (5)	<u>2.50 %</u> (6)
Allowable Dollar Amount of Increase to Restricted Funds = Line (1) x Line (6)	<u>27,645.58</u> (7)
Total Restricted Funds Authority = Line (1) + Line (7)	<u>1,133,468.79</u> (8)
Less: Restricted Funds from Lid Supporting Schedule	<u>326,056.00</u> (9)
Total Unused Restricted Funds Authority = Line (8) - Line (9)	<u>807,412.79</u> (10)

**LINE (10) MUST BE GREATER THAN OR EQUAL TO ZERO OR
YOU ARE IN VIOLATION OF THE LID LAW.**

**THE AMOUNT OF UNUSED RESTRICTED FUNDS AUTHORITY ON LINE (10)
MUST BE PUBLISHED IN THE NOTICE OF BUDGET HEARING.**

2016-2017 Levy Limit Form
Sanitary and Improvement Districts

SID # 162 in Sarpy County

Total Personal and Real Property Tax Request		\$	<u>1,172,931.00</u>
			(1)
Less Personal and Real Property Tax Request for:			
Judgments (not paid by liability insurance coverage)	(_____)		
	(A)		
Preexisting lease-purchase contracts approved prior to <u>July 1, 1998</u>	(_____)		
	(B)		
Bonded Indebtedness	(\$ 850,375.00)		
	(C)		
Public Facilities Construction Projects (Statutes 72-2301 to 72-2308)	(_____)		
	(D)		
Total Exclusions		(\$	<u>850,375.00</u>)
			(2)
Personal and Real Property Tax Request subject to Levy Limit		\$	<u>322,556.00</u>
			(3)
Valuation (Per the County Assessor)		\$	<u>146,616,371.00</u>
			(4)
Calculated Levy for Levy Limit Compliance [Line (3) Divided By Line (4) Times 100]			<u>0.220000</u>
			(5)

Note : Levy Limit established by State Statute Section 77-3442:
Sanitary and Improvement District (SID) Levy - 40 cents

Attach supporting documentation if a vote was held to exceed levy limits.

Sanitary and Improvement District # 162
IN
Sarpy County, Nebraska

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the _____ day of 2016, at _____ o'clock _____, at Chalco Hills Recreation Area Visitors Center, Small Conference Room, 8901 South 154th Street, Omaha, NE for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

	Clerk/Secretary
2014-2015 Actual Disbursements & Transfers	\$ 1,137,826.87
2015-2016 Actual Disbursements & Transfers	\$ 3,153,387.73
2016-2017 Proposed Budget of Disbursements & Transfers	\$ 1,336,991.80
2016-2017 Necessary Cash Reserve	\$ 615,326.71
2016-2017 Total Resources Available	\$ 1,952,318.51
Total 2016-2017 Personal & Real Property Tax Requirement	\$ 1,172,931.00
Unused Budget Authority Created For Next Year	\$ 807,412.79
 Breakdown of Property Tax:	
Personal and Real Property Tax Required for Non-Bond Purposes	\$ 322,556.00
Personal and Real Property Tax Required for Bonds	\$ 850,375.00

NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1601.02, that the governing body will meet on the _____ day of _____ 2016, at _____ o'clock _____, at Chalco Hills Recreation Area Visitors Center, Small Conference Room, 8901 South 154th Street, Omaha, NE for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request at a different amount than the prior year tax request.

2015-2016 Property Tax Request	\$ 1,120,178.00
2015 Tax Rate	0.800000
Property Tax Rate (2015-2016 Request/2016 Valuation)	0.764020
2016-2017 Proposed Property Tax Request	\$ 1,172,931.00
Proposed 2016 Tax Rate	0.800000

Cut Off Here Before Sending To Printer

Worksheet Pages Follow This Sheet Tab

The Worksheet Pages **DO NOT** need to be submitted.

THESE PAGES ARE FOR YOUR USE ONLY !

Checklist of Items to Be Completed and Submitted

Page 1 (Cover Page):

<input checked="" type="checkbox"/>	Total Personal and Real Property Tax Required agrees to the amount on the bottom of Page 2, Total Property Tax Requirement.
<input checked="" type="checkbox"/>	Outstanding Bonded Indebtedness Section was completed. <i>(If Applicable)</i>
<input type="checkbox"/> N/A	Audit Waiver request is indicated by checking the box.
<input checked="" type="checkbox"/>	Total Certified Valuation was completed.
<input checked="" type="checkbox"/>	Joint Public Agency & Interlocal Agreements is indicated by checking the box.
<input checked="" type="checkbox"/>	Report of Trade Names, Corporate Names, and Business Names is indicated by checking the box.
<input type="checkbox"/> N/A	SID's Only - Complete the Date the SID was formed if Less than 5 years old.

Page 2 (Budget Form):

<input checked="" type="checkbox"/>	Column 1, Line 5 agrees to <u>last year's</u> budget form Column 1, Line 30. If not, provide explanation.
<input checked="" type="checkbox"/>	Column 1, Line 30 agrees to Column 2, Line 5.
<input checked="" type="checkbox"/>	Column 2, Line 30 agrees to Column 3, Line 5.
<input checked="" type="checkbox"/>	Column 3, Line 30 is equal or greater than zero. Cannot budget to have a negative fund balance.
<input type="checkbox"/> N/A	Transfers IN (Line 16) agree to Transfers OUT (Line 28).
<input checked="" type="checkbox"/>	Cash reserve is less than 50% or is explained on page 2-A

Page 2-A (Transfer Page, If Applicable):

<input type="checkbox"/> N/A	Transfers noted on Page 2, Column 2 are explained.
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Page 3 (Correspondence Page):

<input checked="" type="checkbox"/>	Correspondence Information is completed, indicating Contact For Correspondence.
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Page 4 (Lid Supporting Schedule):

<input checked="" type="checkbox"/>	Total Personal and Real Property Tax Requirements (1) agrees to amount on bottom of Page 2, <u>Total Property Tax Requirement</u> .
<input checked="" type="checkbox"/>	Other Restricted Funds agree to amounts in Column 3, Page 2.
<input type="checkbox"/> N/A	Capital Improvement Lid Exceptions Line (5) agrees to <u>last year's</u> budget Page 4, Line (10).
<input type="checkbox"/> N/A	Line (7) agrees to Line (11).
<input type="checkbox"/> N/A	Line (10) must be greater than or equal to Line (11)

Page 5 & 6 (Lid Computation Form):

<input checked="" type="checkbox"/>	Line (1) agrees to last year's budget Page 6, Line (8).
<input checked="" type="checkbox"/>	Line (10) is greater than or equal to zero.

Page 7 (Levy Limit Form, If Applicable):

<input checked="" type="checkbox"/>	Total Personal and Real Property Tax Request (1) agrees to amount on bottom of Page 2, <u>Total Property Tax Requirement</u> .
-------------------------------------	--

Attachments:

<input checked="" type="checkbox"/>	Certification of Valuation(s). (From County Assessor)
<input type="checkbox"/>	Board minutes approving Budget.
<input type="checkbox"/>	Publisher's Affidavit of Publication for the Notice of Budget Hearing.
<input type="checkbox"/> N/A	Board minutes documenting request for Audit Waiver. <i>(If Applicable)</i>
<input type="checkbox"/> N/A	Board minutes showing at least 75% Board approval for additional 1% increase in the Restricted Funds Subject to Limitation. <i>(If Applicable)</i>
<input type="checkbox"/> N/A	Special election Sample Ballot and Election Results or townhall meeting Record of Action. <i>(If Applicable)</i>
<input type="checkbox"/> N/A	Resolution authorizing bonds for Public Facilities Construction Projects. <i>(If Applicable)</i>
<input type="checkbox"/> N/A	Report of Interlocal Agreements. Due on or before December 31 st .



RITTERBUSH & PIOTROWSKI, L.L.P.
Certified Public Accountants

10846 Old Mill Road, Suite 1
Omaha, Nebraska 68154-2652
Telephone 402-896-1500
Fax 402-896-1726

MEMO TO: SID #162 Trustees
FROM: Paul Piotrowski, CPA
DATE: August 6, 2016
RE: SID #162 Tax Levy

Attached are documents used in preparation of the District's budget.

SID #162 would have a tax levy as follows based on the budget presented.

	<u>Actual Levy 2015-2016</u>	<u>Projected Levy 2016-2017</u>	<u>Increase (Decrease)</u>	<u>Percentage Change</u>
<u>Tax Dollar Levy:</u>				
General Fund	308,049	322,556	14,507	4.71%
Bond Fund	812,129	850,375	38,246	4.71%
	<u>1,120,178</u>	<u>1,172,931</u>	<u>52,753</u>	<u>4.71%</u>
Valuation	<u>140,022,328</u>	<u>146,616,371</u>	<u>6,594,043</u>	<u>4.71%</u>

Levy per \$100 Valuation:

General Fund	0.220000	0.220000	0.000000	0.00%
Bond Fund	0.580000	0.580000	0.000000	0.00%
	<u>0.800000</u>	<u>0.800000</u>	<u>0.000000</u>	<u>0.00%</u>

SID WORKSHEET

Line No.	2016-2017 ADOPTED BUDGET	General Fund	Bond Fund	_____ Fund	_____ Fund	TOTAL FOR ALL FUNDS
1	Beginning Balances, Receipts, & Transfers:					
2	Net Cash Balance	\$ -	\$ -			\$ -
3	Investments	\$ -	\$ -			\$ -
4	County Treasurer's Balance	\$ 190,050.15	\$ 630,050.10			\$ 820,100.25
5	Subtotal of Beginning Balances (Lines 2 thru 4)	\$ 190,050.15	\$ 630,050.10	\$ -	\$ -	\$ 820,100.25
6	Personal and Real Property Taxes	\$ 310,150.00	\$ 817,668.26			\$ 1,127,818.26
7	Federal Receipts	\$ -	\$ -			\$ -
8	State Receipts: Motor Vehicle Pro-Rate (To LC-3 Supporting Schedule)	\$ 1,000.00	\$ 2,500.00			\$ 3,500.00
9	State Receipts: State Aid (To LC-3 Supporting Schedule)					
10	State Receipts: Other	\$ -	\$ -			\$ -
11	State Receipts: Property Tax Credit					
12	Local Receipts: Nameplate Capacity Tax	\$ -	\$ -			\$ -
13	Local Receipts: In Lieu of Tax (To LC-3 Supporting Schedule)	\$ -	\$ -			\$ -
14	Local Receipts: Other	\$ 250.00	\$ 650.00			\$ 900.00
15	Transfers In Of Surplus Fees (To LC-3 Supporting Schedule)	\$ -	\$ -			\$ -
16	Transfers In Other Than Surplus Fees	\$ -	\$ -			\$ -
17	Total Resources Available (Lines 5 to 14)	\$ 501,450.15	\$ 1,450,868.36	\$ -	\$ -	\$ 1,952,318.51
18	Disbursements & Transfers:					
19	Operating Expenses	\$ 356,500.00	\$ 1,250.00			\$ 357,750.00
20	Capital Improvements (Real Property/Improvements)	\$ -	\$ -			\$ -
21	Other Capital Outlay (Equipment, Vehicles, Etc.)	\$ -	\$ -			\$ -
22	Debt Service: Bond Principal & Interest Payments	\$ -	\$ 769,300.00			\$ 769,300.00
23	Debt Service: Pymts to Retire Interest-Free Loans (Public Airports)					
24	Debt Service: Pymts to Retire Bank Loans & Other Instruments (Fire Dist.)					
25	Debt Service: Other	\$ 9,929.30	\$ 200,012.50			\$ 209,941.80
26	Judgments	\$ -	\$ -			\$ -
27	Transfers Out of Surplus Fees	\$ -	\$ -			\$ -
28	Transfers Out Other Than Surplus Fees	\$ -	\$ -			\$ -
29	Total Disbursements & Transfers (Lines 19 thru 28)	\$ 366,429.30	\$ 970,562.50	\$ -	\$ -	\$ 1,336,991.80
30	Cash Reserve (Line 17 - Line 29)	\$ 135,020.85	\$ 480,305.86	\$ -	\$ -	\$ 615,326.71

PROPERTY TAX RECAP

Tax from Line 6	\$ 310,150.00	\$ 817,668.26	\$ -	\$ -	\$ 1,127,818.26
County Treasurer's Commission at 2 % of Line 6	\$ 6,203.00	\$ 16,353.37	\$ -	\$ -	\$ 22,556.37
Delinquent Tax Allowance	\$ 6,203.00	\$ 16,353.37			\$ 22,556.37
Total Property Tax Requirement (To LC-3 Supporting Schedule)	\$ 322,556.00	\$ 850,375.00	\$ -	\$ -	\$ 1,172,931.00

SID FORM WORKSHEET

Line No.	2015-2016 ACTUAL	General Fund	Bond Fund	_____ Fund	_____ Fund	TOTAL FOR ALL FUNDS
1	Beginning Balances, Receipts, & Transfers:					
2	Net Cash Balance	\$ -	\$ -			\$ -
3	Investments	\$ -	\$ -			\$ -
4	County Treasurer's Balance	\$ 184,544.01	\$ 589,032.66			\$ 773,576.67
5	Subtotal of Beginning Balances (Lines 2 thru 4)	\$ 184,544.01	\$ 589,032.66	\$ -	\$ -	\$ 773,576.67
6	Personal and Real Property Taxes (See Preparation Guidelines)	\$ 286,586.47	\$ 755,545.98			\$ 1,042,132.45
7	Federal Receipts	\$ -	\$ -			\$ -
8	State Receipts: Motor Vehicle Pro-Rate	\$ 1,042.17	\$ 2,747.48			\$ 3,789.65
9	State Receipts: State Aid					
10	State Receipts: Other	\$ 9,781.16	\$ 25,786.75			\$ 35,567.91
11	State Receipts: Property Tax Credit	\$ 10,480.70	\$ 27,630.94			\$ 38,111.64
12	Local Receipts: Nameplate Capacity Tax	\$ -	\$ -			\$ -
13	Local Receipts: In Lieu of Tax	\$ -	\$ -			\$ -
14	Local Receipts: Other	\$ 4,722.68	\$ 2,075,586.98			\$ 2,080,309.66
15	Transfers In Of Surplus Fees	\$ -	\$ -			\$ -
16	Transfers In Other Than Surplus Fees	\$ -	\$ -			\$ -
17	Total Resources Available (Lines 5 thru 16)	\$ 497,157.19	\$ 3,476,330.79	\$ -	\$ -	\$ 3,973,487.98
18	Disbursements & Transfers:					
19	Operating Expenses	\$ 299,980.38	\$ 97,375.14			\$ 397,355.52
20	Capital Improvements (Real Property/Improvements)	\$ -	\$ -			\$ -
21	Other Capital Outlay (Equipment, Vehicles, Etc.)	\$ -	\$ -			\$ -
22	Debt Service: Bond Principal & Interest Payments	\$ -	\$ 2,235,505.22			\$ 2,235,505.22
23	Debt Service: Pymts to Retire Interest-Free Loans (Public Airports)					
24	Debt Service: Pymts to Retire Bank Loans & Other Instruments (Fire Dist.)					
25	Debt Service: Other	\$ 7,126.66	\$ 513,400.33			\$ 520,526.99
26	Judgments	\$ -	\$ -			\$ -
27	Transfers Out of Surplus Fees	\$ -	\$ -			\$ -
28	Transfers Out Other Than Surplus Fees	\$ -	\$ -			\$ -
29	Total Disbursements & Transfers (Lines 19 thru 28)	\$ 307,107.04	\$ 2,846,280.69	\$ -	\$ -	\$ 3,153,387.73
30	Balance Forward (Line 17 - Line 29)	\$ 190,050.15	\$ 630,050.10	\$ -	\$ -	\$ 820,100.25

SID WORKSHEET

Line No.	2014-2015 ACTUAL	General Fund	Bond Fund	_____ Fund	_____ Fund	TOTAL FOR ALL FUNDS
1	Beginning Balances, Receipts, & Transfers:					
2	Net Cash Balance	\$ -	\$ -			\$ -
3	Investments	\$ -	\$ -			\$ -
4	County Treasurer's Balance	\$ 135,664.94	\$ 508,076.82			\$ 643,741.76
5	Subtotal of Beginning Balances (Lines 2 thru 4)	\$ 135,664.94	\$ 508,076.82	\$ -	\$ -	\$ 643,741.76
6	Personal and Real Property Taxes (See Preparation Guidelines)	\$ 276,031.37	\$ 727,719.15			\$ 1,003,750.52
7	Federal Receipts	\$ -	\$ -			\$ -
8	State Receipts: Motor Vehicle Pro-Rate	\$ 635.07	\$ 1,674.27			\$ 2,309.34
9	State Receipts: State Aid					
10	State Receipts: Other	\$ 8,507.32	\$ 22,428.38			\$ 30,935.70
11	State Receipts: Property Tax Credit	\$ 7,765.14	\$ 20,471.74			\$ 28,236.88
12	Local Receipts: Nameplate Capacity Tax	\$ -	\$ -			\$ -
13	Local Receipts: In Lieu of Tax	\$ -	\$ -			\$ -
14	Local Receipts: Other	\$ 259.16	\$ 202,170.18			\$ 202,429.34
15	Transfers In Of Surplus Fees	\$ -	\$ -			\$ -
16	Transfers In Other Than Surplus Fees	\$ -	\$ -			\$ -
17	Total Resources Available (Lines 5 thru 16)	\$ 428,863.00	\$ 1,482,540.54	\$ -	\$ -	\$ 1,911,403.54
18	Disbursements & Transfers:					
19	Operating Expenses	\$ 233,270.57	\$ 47,382.19			\$ 280,652.76
20	Capital Improvements (Real Property/Improvements)	\$ -	\$ 88,453.19			\$ 88,453.19
21	Other Capital Outlay (Equipment, Vehicles, Etc.)	\$ -	\$ -			\$ -
22	Debt Service: Bond Principal & Interest Payments	\$ -	\$ 757,672.50			\$ 757,672.50
23	Debt Service: Pymts to Retire Interest-Free Loans (Public Airports)					
24	Debt Service: Pymts to Retire Bank Loans & Other Instruments (Fire Dist.)					
25	Debt Service: Other	\$ 11,048.42	\$ -			\$ 11,048.42
26	Judgments	\$ -	\$ -			\$ -
27	Transfers Out of Surplus Fees	\$ -	\$ -			\$ -
28	Transfers Out Other Than Surplus Fees	\$ -	\$ -			\$ -
29	Total Disbursements & Transfers (Lines 19 thru 28)	\$ 244,318.99	\$ 893,507.88	\$ -	\$ -	\$ 1,137,826.87
30	Balance Forward (Line 17 - Line 29)	\$ 184,544.01	\$ 589,032.66	\$ -	\$ -	\$ 773,576.67

R&P SID Budget Worksheet
SID # 162

General Fund	Actual 2013-2014	Actual 2014-2015	Actual 2015-2016	Budget 2015-2016	Proposed Budget 2016-2017
<i>Operating Expenses</i>					
Insurance	3,578.00	2,331.00	4,727.00	4,000.00	4,500.00
Street Maintenance	92,088.28	53,915.99	92,250.00	125,000.00	125,000.00
Street Cleaning	1,080.00	1,080.00	1,800.00	2,500.00	2,500.00
Street Signs	747.23	8,007.50	178.69	2,500.00	2,500.00
Sewer Maintenance	-	2,755.35	-	2,000.00	2,000.00
Repairs and Maintenance	-	-	6,365.00	-	5,000.00
Legal Fees	53,685.06	46,104.70	48,812.68	50,000.00	50,000.00
Clerk Fees	-	-	-	500.00	500.00
Electricity	43,932.96	43,988.72	48,500.00	50,000.00	50,000.00
Engineering Fees	29,858.42	33,742.21	29,381.36	35,000.00	35,000.00
Audit Fees	5,648.00	5,350.00	5,537.00	5,500.00	5,500.00
Accounting Fees	458.50	381.50	507.50	500.00	500.00
Ground Maintenance	38,825.41	30,918.93	54,510.00	65,000.00	65,000.00
Snow Removal	740.00	-	3,000.00	5,000.00	5,000.00
Broker/Agent Fees	-	-	1,000.00	-	1,000.00
Collection Fee - Co. Treas.	5,432.95	4,156.71	2,868.09	-	-
Miscellaneous	(0.20)	100.00	-	1,000.00	1,000.00
Publication Costs	1,601.48	437.96	543.06	1,500.00	1,500.00
Interest on Warrants	-	-	-	-	-
Totals	277,676.09	233,270.57	299,980.38	350,000.00	356,500.00
<i>Debt Service: Other</i>					
Outstanding Wts Paid	31,822.97	11,048.42	7,126.66	17,173.96	9,929.30
Sinking Fund	-	-	-	-	-
Totals	31,822.97	11,048.42	7,126.66	17,173.96	9,929.30
Improvements	-	-	-	-	-
Bond Fund					
<i>Operating Expenses</i>					
Bond Issue Costs	-	-	86,815.56	85,665.54	-
Collection Fee - Co. Treas.	14,323.24	10,958.57	7,561.31	-	-
Broker/Agent Fees	19,523.14	5,735.15	-	1,250.00	1,250.00
Engineering Fees	34,000.41	-	-	-	-
Legal Fees	18,870.22	-	-	-	-
Interest on Warrants	6,647.03	30,688.47	2,998.27	2,988.27	-
Miscellaneous	0.36	-	-	-	-
Totals	93,364.40	47,382.19	97,375.14	89,903.81	1,250.00
<i>Debt Service: Other</i>					
Outstanding Wts Paid	-	-	513,400.33	513,400.33	12.50
Sinking Fund	-	-	-	-	200,000.00
Totals	-	-	513,400.33	513,400.33	200,012.50
Improvements	309,495.22	88,453.19	-	-	-
Bond Principal & Interest	749,092.50	757,672.50	2,235,505.22	2,235,505.22	769,300.00

**LOCAL: OTHER RECEIPTS
R&P SID Budget Worksheet
SID # 162**

F:\Users\Shared\Excel Data\SID Files\162\2016\SID162BW 2016.xls)Receipts

<u>General Fund</u>	<u>Actual 2013-2014</u>	<u>Actual 2014-2015</u>	<u>Actual 2015-2016</u>	<u>Budget 2015-2016</u>	<u>Proposed Budget 2016-2017</u>
Interest on Taxes	240.90	259.16	222.68	250.00	250.00
Penalty on Taxes	14.34	-	-	-	-
Interest on Investments	-	-	-	-	-
Wts Issued, Not Paid	-	-	-	-	-
Other Income	-	-	4,500.00	-	-
Totals	255.24	259.16	4,722.68	250.00	250.00

Bond Fund

Interest on Taxes	635.17	683.32	586.98	650.00	650.00
Penalty on Taxes	37.80	-	-	-	-
Interest on Investments	-	-	-	-	-
Interest on Special Assessments	-	-	-	-	-
Special Assessments	-	-	-	-	-
Wts Issued, Not Paid	388,536.02	124,876.81	-	-	-
Proceeds from Bonds	-	-	2,075,000.00	2,075,000.00	-
Other Income	10,534.72	76,610.05	-	5,000.00	-
Totals	399,743.71	202,170.18	2,075,586.98	2,080,650.00	650.00

* - Calculation of Budgeted Interest on Investments:

Approximate #'s for:

Year-end
Interest Rate

Bond Fund -

- * 0.10% =

- (round)

STATE: OTHER RECEIPTS

<u>General Fund</u>	<u>Actual 2013-2014</u>	<u>Actual 2014-2015</u>	<u>Actual 2015-2016</u>	<u>Budget 2015-2016</u>	<u>Proposed Budget 2016-2017</u>
Homestead Exemption	8,320.04	8,507.32	9,781.16	-	-
Totals	8,320.04	8,507.32	9,781.16	-	-
<u>Bond Fund</u>					
Homestead Exemption	21,934.73	22,428.38	25,786.75	-	-
Totals	21,934.73	22,428.38	25,786.75	-	-

HGM ASSOCIATES, INC.

**ENGINEERING
STATUS REPORT**

**MILLARD PARK
SID No. 162**

BOARD MEETING 8/18/2016

Pavement Repairs for 2016

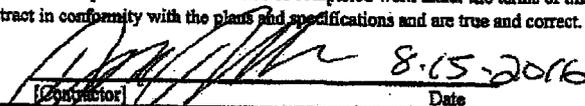
- Pavement repairs are complete.

Mission Creek Channel Bank Repair Phase IV– South of Audrey Circle

- The funding for the project is in the budget. The official NRD Board vote on approval of the budget is at the September 8th Board Meeting.
- Valley Corp has indicated they would plan to start this project at the end of October or early November. We will execute the contract after the September NRD Board Meeting.
- Submitting for a US Army Corps of Engineers permit for the proposed work.

Playground Surfacing

- Have Contracts from Dostals Construction to sign. He anticipates beginning work at the end of September and the construction should take no more than a month.
- They stopped making the tan style we had selected because of fading. We will need to select a new color combination. Dostals bid included 50% premium color tiles.

PERIODIC COST ESTIMATE HGM ASSOCIATES INC. Consulting Engineers				Estimate No. 1 Final			
Project Description: SID 162 Millard Park Pavement Repair 2016				Project No. 703510-016			
				Page 1 of 1			
Owner: SID 162 Millard Park c/o Larry Forman, Attorney Hillman, Forman, Childers & McCormack 7171 Mercy Road, Suite 650, Omaha, NE 68106				Contractor: Spencer Management PO Box 111623 Omaha, NE 68111			
						Date of Estimate: 8/12/2016	
				Percent Completion: 98%			
				Current Contract Amt: \$107,627.00			
				Estimated Completion: 98%			
				Item No.	Description	Unit	Unit Price (\$)
Contract	Actual	%					
					To Date		
1.	Mobilization	LS	5,000.00	1.00	1.00	100%	5,000.00
2.	Traffic Control	LS	1,800.00	1.00	1.00	100%	1,800.00
3.	Remove 7" PCC Pavement	SY	9.00	1,102.00	1,097.00	100%	9,873.00
4.	Construct 9" PCC Pavement	SY	55.00	1,102.00	1,097.00	100%	60,335.00
5.	Adjust Manhole to Grade	EA	75.00	3.00	3.00	100%	225.00
6.	Repair Manhole Interior	EA	500.00	3.00	3.00	100%	1,500.00
7.	Sodding	SY	6.00	154.00	0.00	0%	0.00
8.	Remove and Replace Lawn Sprinkler Head	LF	15.00	10.00	0.00	0%	0.00
9.	Area Inlet 1 Repair	EA	5,500.00	1.00	1.00	100%	5,500.00
10.	Area Inlet 2 Repair	EA	5,500.00	1.00	1.00	100%	5,500.00
11.	Area Inlet 3 Repair	EA	5,500.00	1.00	1.00	100%	5,500.00
12.	Area Inlet 4 Repair	EA	5,500.00	1.00	1.00	100%	5,500.00
13.	Area Inlet 5 Repair	EA	5,500.00	1.00	1.00	100%	5,500.00
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.				Total Amount Completed Work to Date:		\$106,233.00	
				Less Amount Retained (3%):		\$3,186.99	
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.				Less Previous Payments to Contractor:			
				Total Amount Now Due Contractor:		\$103,046.01	
 [Contractor] Date 8-15-2016				Breakdown of Materials Delivered:			
				 HGM Associates Inc. Date 8/16/16			

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
URBAN CONSERVATION ASSISTANCE PROGRAM

Special Operation and Maintenance Agreement

This agreement is made between the Papio-Missouri River Natural Resources District (hereinafter "the District"), acting under authority of Section 2-3235, R.R.S., 2007, and the SID 162 (hereinafter "the Sponsor"), which intends to carry out the following described project: Mission Creek, Phase 4 (hereinafter "the Project") located in Sarpy County, Nebraska.

It is agreed that, if the District furnishes financial aid to the Sponsor for the Project, in consideration thereof:

1. The Sponsor warrants that it now has, or can obtain the resources, ability, and authority, and will obtain the additional funds, permits, services, materials, and land rights necessary to complete the Project, without additional cost to the District.
2. The Sponsor shall operate, maintain, and repair the Project after completion in accordance with accepted engineering standards and practices, without additional cost to the District. If the Project is either removed or improperly maintained within a period of ten (10) years following completion, the Sponsor may be requested to refund all, or a portion, of the District's cost share funds.
3. The Sponsor shall indemnify and hold the District harmless from and against all liability and damages resulting from the design, construction, operation, or maintenance of the Project, and against all demands, causes of action, and claims arising therefrom, except as may be caused by the negligence of the District, its agents representatives, or employees.
4. The Sponsor shall publicly acknowledge the District's contribution to the Project on a permanent sign, plaque or other fixture (containing the District's logo), to be maintained by the Sponsor for the life of the project specified above. Such acknowledgement shall also be contained on all temporary construction signs and in all media publicity about the Project.

SPONSOR: SID 162

By: Richard Hansen
Clerk

Attest: Nancy Waite
Clerk

Date: 4/28/16

PAPIO-MISSOURI RIVER NRD

By: [Signature]

Attest: [Signature]

Date: 2016/04/28

STANDARD FORM OF AGREEMENT

THIS AGREEMENT is by and between **Sanitary and Improvement District No. 162** (hereinafter called OWNER) and **Dostals Construction Company Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

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

Removal of Existing Mulch Playground Surfacing and replacement with Resilient Tile Surfacing.

ARTICLE 2 - THE PROJECT

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

Sanitary and Improvement District No. 162
Millard Park Playground Improvements 2016
Sarpy County, Nebraska
HGM Project No. 703510-017

ARTICLE 3 - ENGINEER

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

ARTICLE 4 - CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Liquidated Damages*

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

ARTICLE 5 - CONTRACT PRICE

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

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

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

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

- a. 95% of Work completed (with the balance being retainage).
- b. 75% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

6.03 *Final Payment*

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

ARTICLE 7 - INTEREST

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

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data

concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

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

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

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

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

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

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

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

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

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

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

ARTICLE 10 - INSURANCE

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

A. Workmen's Compensation and Employers Liability

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

B. Commercial General Liability – ISO Occurrence Form

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

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

E. General Provisions:

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

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

ARTICLE 11 - MISCELLANEOUS

11.01 *Terms*

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

11.02 *Assignment of Contract*

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

11.03 *Successors and Assigns*

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

11.04 *Severability*

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

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

This Agreement will be effective on July 29, 2016 (which is the Effective Date of the Agreement).

OWNER:

Sanitary and Improvement District No. 162

By: Richard S. Hansen
CHAIRMAN

Attest Nancy Wickert
CLERK

Address for giving notices:
15831 Josephine Street

Omaha, NE 68114

(402) 325-5103

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

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

CONTRACTOR:

Dostals Construction Company Inc.

By: Bodie Dostal

Attest Amy Dostal

Address for giving notices:
13680 S. 220th St

Gretna NE 68028

License No. LIC-13-00751
(Where applicable)

Agent for service of process: _____

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

Designated Representative:

Name: Bodie Dostal

Title: VP

Address: 13680 S. 220th St

Gretna NE 68028

Phone: 402-332-4537

Facsimile: 402-332-2881

COMBINED PERFORMANCE PAYMENT AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, **Dostals Construction Company Inc.** as Principal (hereinafter called "Contractor"), and Western Surety Company, 333 S. Wabash Ave., 41st Floor, Chicago, IL 60604 Surety (hereinafter called Surety), are held and firmly bound unto Sanitary and Improvement District No. 162, as Obligee, (hereinafter called "Owner") in the amount of \$ **174,218.50** 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 **29th day of July, 2016**, entered into a contract with Owner for the construction of the **Sanitary and Improvement District No. 162, Millard Park Playground Improvements 2016, Sarpy County, Nebraska**, which contract is by reference made a part hereof, and is hereinafter referred to as "the Contract", and

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

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

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

Playground Surface & Paving For: 2 years

Drainage System For: 2 years

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 29th day of July, 2016.

Amy Dastal
(Witness)

[Signature]
(Witness)

DOSTALS CONSTRUCTION COMPANY, INC.
(CONTRACTOR) (SEAL)

By [Signature]
VP Secretary
(Title)

WESTERN SURETY COMPANY
(SURETY) (SEAL)

By [Signature]

Thomas L. King
Attach Power-Of-Agency (Title)

735 S. 56th St., Lincoln, NE 68510
(Address)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James M King, Robert T Cirone, Suzanne P Westerholt, Jacob J Buss, Thomas L King, Individually

of Lincoln, NE, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of February, 2016.

WESTERN SURETY COMPANY

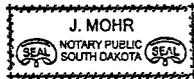


Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 26th day of February, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of July, 2016.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

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, and 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/8/2016

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

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

PRODUCER UNICO Group, Inc. 1128 Lincoln Mall Suite 200 Lincoln NE 68508	CONTACT NAME: Hillary Waddle	
	PHONE (A/C No. Ext): (402) 434-7200 FAX (A/C No.): (402) 434-7272 E-MAIL ADDRESS: hwaddle@unicogroup.com	
INSURED Dostals Construction Co., Inc. 13680 S. 220th Street Gretna NE 68028-4930	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Acadia Insurance Company	31325
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 16-17 GL, AU, WC, UMB REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION (Y/N)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CPA3127424	4/9/2016	4/9/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CPA3127424	4/9/2016	4/9/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	CPA3127424	4/9/2016	4/9/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCA3128351	4/9/2016	4/9/2017	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Millard Park Playground improvements 2016. Sarpy County, NE. HGM Project #703510-017. The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status only when there is a written contract between the named insured and the certificate holder/entity(ies) that require such status prior to a loss. The General Liability & Workers Compensation policies include waiver of subrogation endorsements as required by written contract with the named insured prior to a loss.

CERTIFICATE HOLDER

CANCELLATION

Sanitary and Improvement District 162 of Sarpy County, Nebraska c/o Mr. Larry Forman, Attorney 7171 Mercy Road, Suite 650 Omaha, NE 68105-2669	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Chad Ideus/HR
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Eugene Hillman

From: Larry Forman [larryforman@hfncm.com]
Sent: Friday, August 05, 2016 11:06 AM
To: 'Collin Stevens'; 'Dowding, Joshua L'
Cc: 'SID162 - Rick'; 'nancyandfredw@cox.net'; 'jcnman'; 'lmtbaker@outlook.com'; '123cwstrong@gmail.com'
Subject: FW: Water under the RR bridge
Attachments: 20160804_183917.jpg; 20160804_184105.jpg

The SID 162 Trustees are greatly concerned about erosion adjacent to the new culverts. Please see the attached photos. We would like you to take a look at the situation to make sure things don't get out of hand.

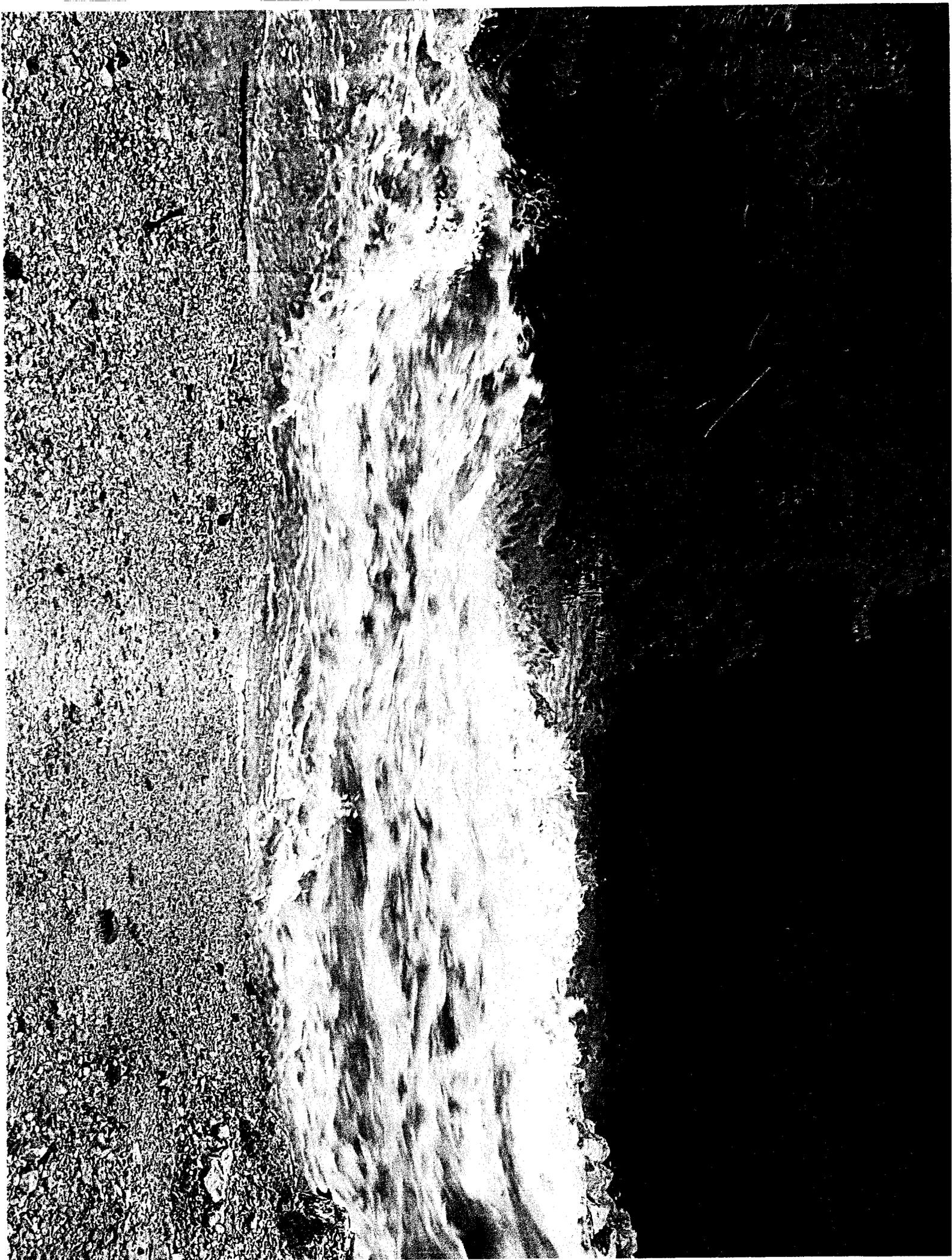
Best regards,
LRF

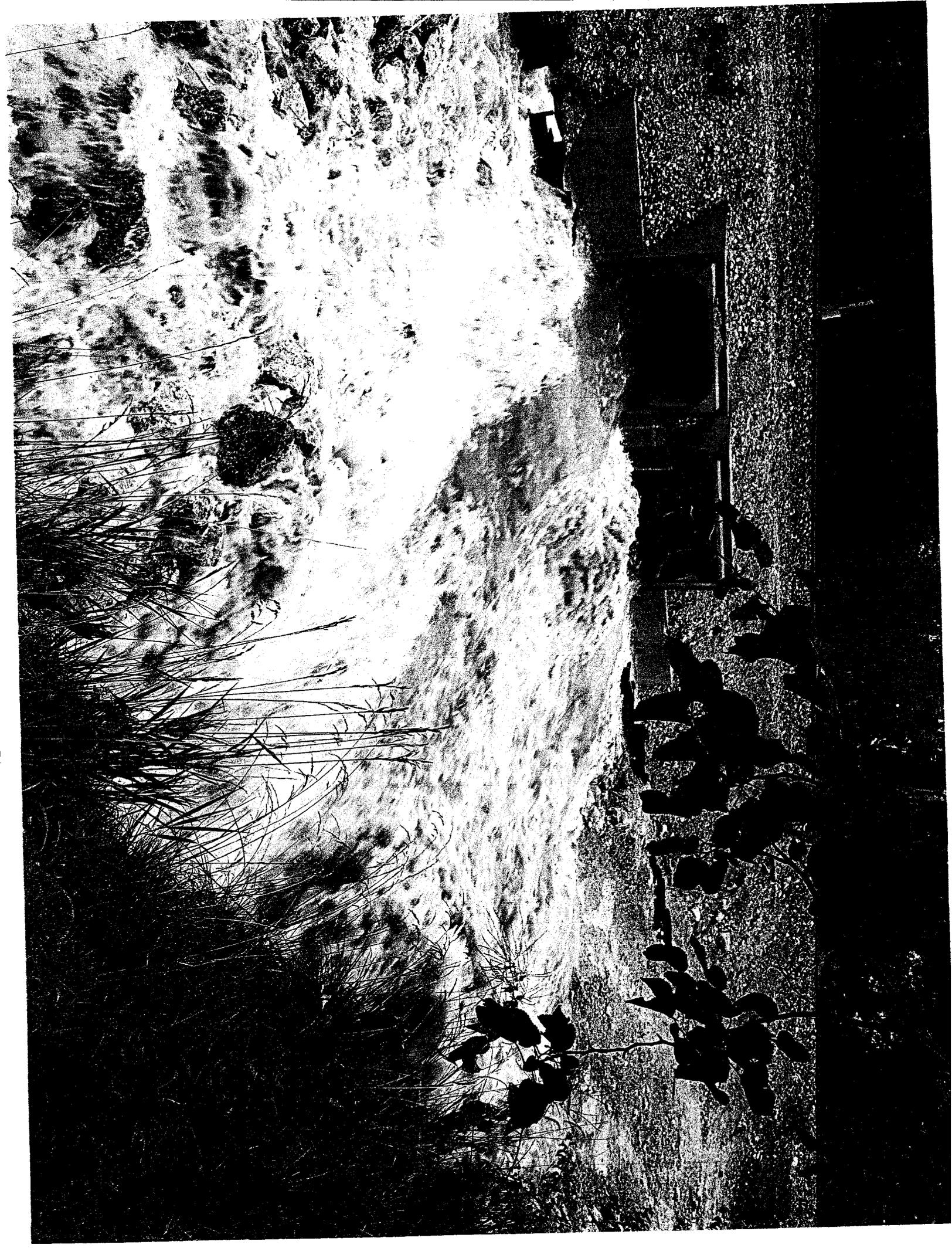
From: jcnman [mailto:jcnman@aol.com]
Sent: Thursday, August 04, 2016 6:56 PM
To: nancyandfredw@cox.net; Leah Baker; Larry Forman; Rick Hansen; 123cwstrong@gmail.com
Subject: Water under the RR bridge

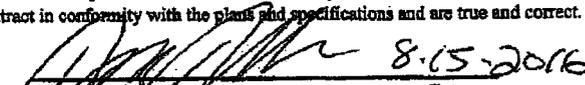
With about 2 inches of rain I wanted to see the run off. Pic 1 shows the water flow from under the bridge. Pic 2 is my concern. Water out of the new culverts has to make a right turn. It will eat away the bank and invade SID property. Need to have BN take a look. I mentioned that this could be a problem at our last meeting.

Sent from my Verizon. Samsung Galaxy smartphone

8/24/2016





PERIODIC COST ESTIMATE HGM ASSOCIATES INC. Consulting Engineers				Estimate No. 1 Final			
Project Description: SID 162 Millard Park Pavement Repair 2016				Project No. 703510-016			
				Page 1 of 1			
				Period Ending: 8/12/2016			
Owner: SID 162 Millard Park c/o Larry Forman, Attorney Hillman, Forman, Childers & McCormack 7171 Mercy Road, Suite 650, Omaha, NE 68106			Contractor: Spencer Management PO Box 111623 Omaha, NE 68111		Date of Estimate: 8/12/2016		
			Percent Completion: 98%		Current Contract Amt: \$107,627.00		
			Estimated Completion: 98%				
Item No.	Description	Unit	Unit Price (\$)	Contract	Quantities		Amount (\$)
					Actual	%	
					To Date		
1.	Mobilization	LS	5,000.00	1.00	1.00	100%	5,000.00
2.	Traffic Control	LS	1,800.00	1.00	1.00	100%	1,800.00
3.	Remove 7" PCC Pavement	SY	9.00	1,102.00	1,097.00	100%	9,873.00
4.	Construct 9" PCC Pavement	SY	55.00	1,102.00	1,097.00	100%	60,335.00
5.	Adjust Manhole to Grade	EA	75.00	3.00	3.00	100%	225.00
6.	Repair Manhole Interior	EA	500.00	3.00	3.00	100%	1,500.00
7.	Sodding	SY	6.00	154.00	0.00	0%	0.00
8.	Remove and Replace Lawn Sprinkler Head	LF	15.00	10.00	0.00	0%	0.00
9.	Area Inlet 1 Repair	EA	5,500.00	1.00	1.00	100%	5,500.00
10.	Area Inlet 2 Repair	EA	5,500.00	1.00	1.00	100%	5,500.00
11.	Area Inlet 3 Repair	EA	5,500.00	1.00	1.00	100%	5,500.00
12.	Area Inlet 4 Repair	EA	5,500.00	1.00	1.00	100%	5,500.00
13.	Area Inlet 5 Repair	EA	5,500.00	1.00	1.00	100%	5,500.00
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.				Total Amount Completed Work to Date:		\$106,233.00	
 [Contractor] 8.15.2016 Date				Less Amount Retained (3%):		\$3,186.99	
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.				Less Previous Payments to Contractor:			
 William J. Hillman 8/16/16 HGM Associates Inc. Date				Total Amount Now Due Contractor:		\$103,046.01	
				Breakdown of Materials Delivered:			

Theresa @ Ameritas said to pay in one warrant.

PO 8-18-16
6040

LCFL
15824 Josephine St
Omaha, NE 68136



Invoice



Date 8/17/2016
Invoice # 3678

Bill To
SID 162
Attn: Larry Forman
7171 Mercy Rd, Suite 650
Omaha, NE 68106-2669

Ship To
7171 Mercy Rd, Suite 650
Omaha, NE 68106-2669

Ship Date 8/17/2016
Due Date 9/1/2016

Terms Net 15

Item	Description	Qty	Price	Amount
Weekly Mowing	Mowing & Trimming Item #1- 7/12, 7/19, 7/26, 8/2, 8/9	5	650.00	3,250.00
Weekly Mowing	Mowing & Trimming Item #2- 7/12, 7/19, 7/26, 8/2, 8/9	5	150.00	750.00
Weekly Mowing	Mowing & Trimming Item #3- 7/12, 7/19, 7/26, 8/2, 8/9	5	215.00	1,075.00
Weekly Mowing	Mowing & Trimming Item #4- 7/12, 7/19, 7/26, 8/2, 8/9	5	70.00	350.00
Weekly Mowing	Mowing & Trimming Item #5- 7/12, 7/19, 7/26, 8/2, 8/9	5	180.00	900.00
Weekly Mowing	Mowing & Trimming Item #6- 7/12, 7/19, 7/26, 8/2, 8/9	5	90.00	450.00
Weekly Mowing	Mowing & Trimming Item #7- 7/12, 7/19, 7/26, 8/2, 8/9	5	30.00	150.00
Gertrude Street Basin	Gertrude Street Stilling Basin & Beehive Inlet Maintenance- 7/12, 7/19, 7/28, 8/2, 8/9	5	120.00	600.00
Trash Collection	Trash Collection & Disposal- 7/12, 7/19, 7/28, 8/2, 8/9	5	50.00	250.00
Tree Maintenance	item #17- 7/18 - Removed fallen tree on pathway & low hanging branches along trail-		315.00	315.00
Weed Spraying	Sprayed Both parks with Round Up- 60 Gallons- 7/25 (All grass in park areas has died)		210.00	210.00
	Sales Tax Sarpy		7.00%	0.00

Lawn Care For Less appreciates your business!
Have a great day!

Total \$8,300.00
Payments/Credits \$0.00
Balance Due \$8,300.00

*pd 8-18-16
6042 + 6043*

Checks payable to Lawn Care For Less or Alex Toole

Phone # 402-926-8827

Lawn Care For Less

lawn.care4less@hotmail.com



ASSOCIATES INC.

*** INVOICE ***

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

DATE : 7/25/2016
CLIENT NO. : 7241
INVOICE NO. : 703510-42
Page 1 of 2

Progress billing for professional engineering services for the Millard Park General Services as per agreement; from 05/01/16 through 07/15/16.

Table with 4 columns: Description, CURRENT HOURS, RATE, CURRENT PERIOD. Rows include Board Meetings, Misc. Tasks, Storm Inlet Sinkholes, and Mission Creek Phase 4 Construction fund.

Handwritten notes: General fund \$ 4,790.44 # 6041, Construction fund \$ 7,165.67 # 6044 + 6045

Continued....



SID No. 162
Millard Park Subdivision

DATE: 7/25/2016
INVOICE #: 703510-42

Page 2 of 2

2016 Paving Repair

Senior Project Engineer - W. Glismann	1.50	162.27	\$	243.41
Design Engineer - R. Mahalek	12.50	104.40		1,305.00
Administrative Assistant - R. Stephans	12.75	61.50		784.13
			\$	<u>2,332.54</u>

2016 Playground Improvements *Construction fees*

Senior Project Engineer - W. Glismann	9.00	162.27	\$	1,460.43
Design Engineer - R. Mahalek	0.50	104.40		52.20
Landscape Architect - T. Maiellaro	29.00	113.22		3,283.38
Administrative Assistant - R. Stephans	3.50	61.50		215.25
			\$	<u>5,011.26</u>

Current Amount Due \$ 11,956.11

Note: There is a remaining balance of \$4251.76 from Invoice #41