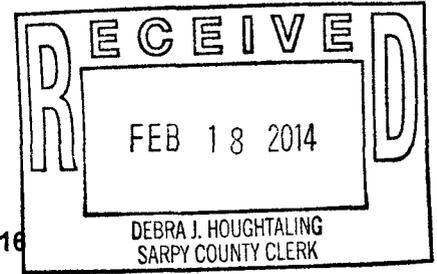


**MINUTES OF MEETING**  
**OF**  
**SANITARY AND IMPROVEMENT DISTRICT NO. 216**  
**OF SARPY COUNTY, NEBRASKA**



A meeting of the Board of Trustees of Sanitary and Improvement District No. 216 of Sarpy County, Nebraska, was convened in open and public session at 4:30 p.m. on the 13<sup>th</sup> day of February, 2014, at 10250 Regency Circle, Suite 300, Omaha, Nebraska.

Present were: Robert L. Storz, Daniel E. Norman, Jon M. Wollenburg and Jshon J. Breeling.

Absent:

Notice of the meeting was given in advance thereof by publication in The Papillion Times, on February 5, 2014, a copy of the proof of publication being attached to these minutes. Notice of this meeting was simultaneously given to all members of the Board of Trustees, and a copy of their acknowledgment of receipt of notice is attached to these minutes. Availability of the agenda was communicated in the published notice and in the notice to the Trustees of this meeting. All proceedings of the Board were taken while the convened meeting was open to the attendance of the public. The agenda was at all times available at the office for the District at 10250 Regency Circle, Suite 300, Omaha, Nebraska 68114.

The meeting was called to order.

It was first publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy in the room where the meeting was being held.

There was next a discussion regarding street repairs for the 2014 construction season. Norris Franzen of Dazen, Inc. stated that he would, as he has done in the past, survey the streets of the District to identify sections for possible replacement and reconstruction. Mr. Franzen indicated that he would again be willing to provide this service to the District and to identify potential work to be performed in line with the District's budget.

There being no further discussion and upon motion duly made and seconded and unanimously approved by the Trustees in attendance:

RESOLVED, that Dazen, Inc., is hereby authorized to identify paving projects for consideration and completion by the District, and such projects are to be presented to the District at its next meeting.

There were next presented various statements and invoices for payment by the District.

There was next presented a statement from Omaha Public Power District, for service at the location of 16500 S. Briar Street, regarding account number 9254119457, dated January 29, 2014, in the amount of Seven Thousand Five Hundred Fifty-Three Dollars and 24/100 (\$7,553.24).

There was next presented a statement from Signature Advertising & Display, Inc. dated December 17, 2013, Invoice No. 9783 for repair of street signs and new parking signs, in the amount of Two Hundred Thirty-Seven Dollars and 38/100 (\$237.38).

There was next presented a statement from Dazen, Inc., Invoice No. MPS2014001 dated February 7, 2014, in the amount of One Thousand Nine Hundred Twelve Dollars and 50/100 (\$1,912.50).

There was next presented a statement from Greenlife Gardens, Invoice No. 29458, dated February 7, 2014, in the amount of Two Thousand Two Hundred Seventy-Six Dollars and 89/100 (\$2,276.89).

There was next a statement from the Sarpy County Treasurer for 2013 Real Estate Taxes regarding Lot 391 in the amount of Three Hundred One Dollars and 62/100 (\$301.62).

There was next presented a statement from NP Dodge Insurance Agency, Inc., for insurance policy regarding Account No. SI216-1, Invoice No. 29683, dated February 11, 2014, in the amount of Two Thousand Two Hundred Eighty-Nine Dollars and no/100 (\$2,289.00).

There was next presented a statement from Pansing Hogan Ernst & Bachman LLP, attorneys for the District, for legal services performed in miscellaneous District matters, dated February 10, 2014, in the amount of One Thousand Four Hundred Eighty-One Dollars and 50/100 (\$1,481.50), and costs advanced in the amount of One Hundred Sixty-Two Dollars and 04/100 (\$162.04); said statement being in the aggregate amount of One Thousand Six Hundred Forty-Three Dollars and 54/100 (\$1,643.54).

The previously described bills, invoices, recommendations and statements having been presented for the Board's consideration and after review and discussion of such items, the following resolution was duly moved and passed:

FURTHER RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 216 of Sarpy County, Nebraska, that the Chairman and Clerk be and they hereby authorized and directed to execute and deliver Warrant Nos. 2766 through 2772 of the District, dated the date of this meeting, 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 seven percent (7%) per annum and to be redeemed no later than February 13, 2017, 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:

Warrant No. 2766, for the amount of Seven Thousand Five Hundred Fifty-Three Dollars and 24/100 (\$7,553.24), payable to Omaha Public Power District for Account Number 9254119457.

Warrant No. 2767, for the amount of Two Hundred Thirty-Seven Dollars and 38/100 (\$237.38), payable to Signature Advertising & Display, Inc. for Invoice No. 9783.

Warrant No. 2768, for the amount of One Thousand Nine Hundred Twelve Dollars and 50/100 (\$1,912.50), payable to Dazen, Inc. for Invoice No. MPS2014001.

Warrant No. 2769, for the amount of Two Thousand Two Hundred Seventy-Six Dollars and 89/100 (\$2,276.89), payable to Greenlife Gardens for Invoice No. 29458.

Warrant No. 2770 for the amount of Three Hundred One Dollars and 62/100 (\$301.62), payable to Rich James, Sarpy County Treasurer for Statement No. 2013-50683.

Warrant No. 2771, for the amount of Two Thousand Two Hundred Eighty-Nine Dollars and no/100 (\$2,289.00), payable to N. P. Dodge Insurance Agency, Inc. for Account No. SI216-1.

Warrant No. 2772, for the amount of One Thousand Six Hundred Forty-Three Dollars and 54/100 (\$1,643.54), payable to Pansing Hogan Ernst & Bachman, LLP.

FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 216 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 benefited 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 of 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 authorizes 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.

FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 216 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 obligations" 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 \$5,000,000 during the calendar year in which the above Warrants are to be issued.

FURTHER RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 216 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) ten percent (10%) of the net principal proceeds of the above Warrants, (b) the maximum annual debt service due on the above Warrants, or (c) one hundred twenty-five percent (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 thirteen (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 thirteen (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.

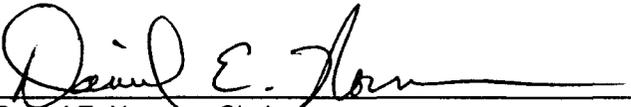
3. The District has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its bonds.

4. This 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 BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK –  
SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

The Chairman next reviewed the Agenda which had been available for public inspection in accordance with the law prior to this meeting of the Board of Trustees and reported that all matters considered by the Board at this meeting appeared on the Agenda.

Daniel E. Norman, as Clerk for Sanitary and Improvement District No. 216 of Sarpy County, Nebraska (the "District") does hereby certify that the above proceedings are a true and accurate statement of the proceedings had by the District at its February 13, 2014 meeting.

  
Daniel E. Norman, Clerk

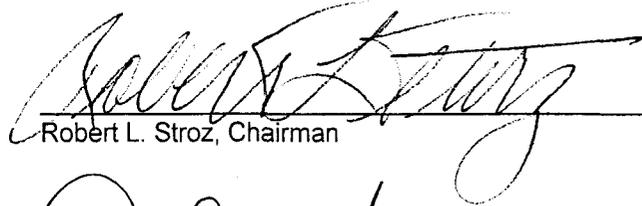
ACKNOWLEDGMENT OF RECEIPT

OF

NOTICE OF MEETING

The undersigned Trustees of Sanitary and Improvement District No. 216 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 4:30 p.m. on February 13, 2014, at 10250 Regency Circle, Suite 300, Omaha, Nebraska.

Dated this 13<sup>th</sup> day of February, 2014.



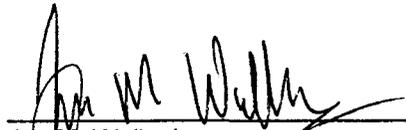
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Robert L. Stroz, Chairman



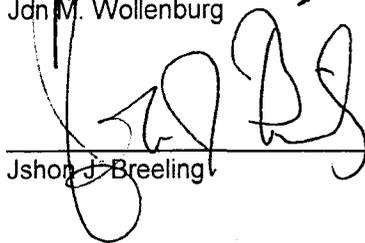
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Daniel E. Norman, Clerk



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John M. Wollenburg



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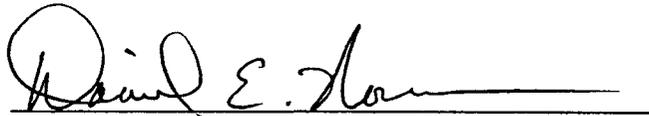
John J. Breeling

CERTIFICATE

TO WHOM IT MAY CONCERN:

The undersigned, Daniel E. Norman, being the Clerk of Sanitary and Improvement District No. 216 of Sarpy County, Nebraska, does hereby certify that he did send a Notice of Meeting to the Clerk of Sarpy County Nebraska, more than seven (7) days prior to the date of this meeting.

Dated this 13<sup>th</sup> day of February, 2014.

  
Daniel E. Norman, Clerk

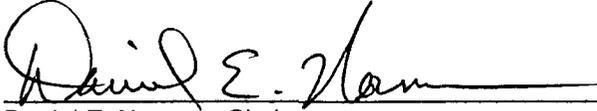
CERTIFICATE

TO WHOM IT MAY CONCERN:

The undersigned, Daniel E. Norman, being a Clerk of Sanitary and Improvement District No. 216 of Sarpy County, Nebraska, does hereby certify that the Minutes of the meeting of the Board of Trustees of said District were written and available for public inspection at the following address:

10250 Regency Circle, Suite 300,  
Omaha, Nebraska

Dated this 13<sup>th</sup> day of February, 2014.

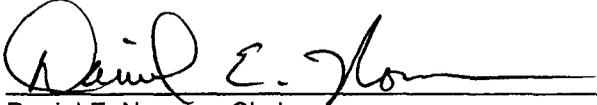
  
Daniel E. Norman, Clerk

CERTIFICATE

TO WHOM IT MAY CONCERN:

The undersigned, Daniel E. Norman, being Clerk of the Sanitary and Improvement District No. 216 of Sarpy County, Nebraska, does hereby certify that a copy of the attached Agenda was prepared and available for public inspection at the address shown on the Notice of Meeting, attached to these proceedings, prior to the commencement of the meeting. I further certify that no items were added to the Agenda after the commencement of the meeting.

DATED: February 13, 2014.

  
\_\_\_\_\_  
Daniel E. Norman, Clerk

CERTIFICATE

I, the undersigned, certify that I am the acting Clerk of Sanitary and Improvement District No. 216 of Sarpy County, Nebraska, and that the following is a true and correct transcript of the records and proceedings of such District through February 13, 2014.

  
\_\_\_\_\_  
Daniel E. Norman, Clerk

## AGENDA

Sanitary and Improvement District No. 216 of Sarpy County, Nebraska, Agenda for meeting of February 13, 2014:

1. Pay bills:
  - . Omaha Public Power District
  - . Signature Advertising & Display, Inc.
  - . Dazen, Inc.
  - . Greenlife Gardens
  - . Rich James, Sarpy County Treasurer
  - . N.P. Dodge Insurance Agency, Inc.
  - . Pansing Hogan Ernst & Bachman, LLP
2. Discuss 2014 street repairs.
3. Review Insurance Policy.
4. Discuss resident concerns (if any).
5. Discuss miscellaneous district matters.

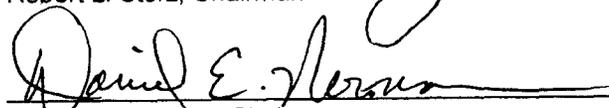
## CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of Sanitary and Improvement District Number 216 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 and 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 13<sup>th</sup> day of February, 2014.

  
\_\_\_\_\_  
Robert L. Storz, Chairman

  
\_\_\_\_\_  
Daniel E. Norman, Clerk

CERTIFICATE

TO WHOM IT MAY CONCERN:

The undersigned, Daniel E. Norman, being a Clerk of Sanitary and Improvement District No. 216 of Sarpy County, Nebraska, does hereby certify that the minutes of the meeting of the Board of Trustees of such District were forwarded to the Clerk of Sarpy County, Nebraska, on the 17<sup>th</sup> day of February, 2014.

  
Daniel E. Norman, Clerk

TO: The Clerk of Sarpy County, Nebraska

NOTICE OF MEETING  
Sanitary and Improvement  
District No. 216  
Of Sarpy County, Nebraska

Notice is hereby given to whom it may concern that the Board of Trustees of Sanitary and Improvement District No. 216 of Sarpy County, Nebraska, will meet at 10250 Regency Circle, Suite 300, Omaha, Nebraska, on February 13, 2014, at 4:30 p.m., meeting open to the public for which an Agenda, kept continuously current, is available for public inspection during normal business hours at 10250 Regency Circle, Suite 300, Omaha, Nebraska 68114.

DATED: February 3, 2014.

SANITARY AND IMPROVEMENT DISTRICT  
NO. 216 OF SARPY COUNTY, NEBRASKA

By: DANIEL E. NORMAN, Clerk



NP Dodge Insurance Agency, Inc.  
Commercial Checklist

**REAL PROPERTY**

- Actual Cash Value
- Replacement Cost
- Agreed Amount
- Coinsurance
- Special Form
- Improvement/Betterments
- Building Ordinance
- Earthquake
- Flood
- Other

**PERSONAL PROPERTY**

- Actual Cash Value
- Replacement Cost
- Agreed Amount
- Coinsurance
- Property of Others
- Property Off Premises
- Special
- Earthquake
- Flood
- Signs
- Equipment/Breakdown/Boiler
- Improvement & Betterments
- Other

**AUTOMOBILE**

- Liability (Coverage Symbol)
- Uninsured/Underinsured
- Medical Payments
- Comprehensive
- Collision
- Towing/Rental Reimbursement
- Hired/Non-Owned Liability
- Hired Physical Damage
- Lease Gap
- Addl Equip. attached to Vehicle
- Ind.Named Insured (Check Titles)
- Drive Other Car (Check Titles)
- Garage Liability
- Garage Keeper Liability
- Dealer Physical Damage
- Other

**CRIME**

- Employee Dishonesty
- Forgery/Alteration
- Money and Securities Inside/Out
- Computer Fraud/Funds Transfer
- Identity Theft
- Other

**LOSS OF INCOME**

- Business Income/Extra Expense
- Off-Premise Power
- Other

**EDP/EQUIPMENT**

- Hardware/Software
- Extra Expense/Loss of Income
- Other

**GENERAL LIABILITY**

- Occurrence Form
- ISO Claims Made Form
- Hired/Non-Owned Auto Liab
- Umbrella
- Other

**WORKER'S COMPENSATION**

- Foreign Exposure
- Stop Gap Liability  
(Verify Monopolistic Expos.  
(ND, OH, WA, WY)
- Other State Questions
- Election for Sole-Proprietor/  
Partner/Officer
- Other

**INLAND MARINE**

- Cargo/Transportation
- Bailee Coverage
- Valuable Papers
- Mobile Equipment
- Leased/Rental Equipment
- Installation Floater
- Builders Risk
- Fine Arts
- Others

**SPECIAL LIABILITY**

- Employee Benefits Liability
- Fiduciary Responsibility
- Professional Liability
- Directors & Officers
- Employment Related Practices
- Tenant Discrimination
- Cyber Liability
- public officials EEO*

**BONDS**

- ERISA Plan
- License/Permit
- Performance/Bid
- Court
- Other public official  
scheduled position bond*

**EMPLOYEE BENEFITS**

- Group Medical/Life/Dental
- Pension/401K
- Other

This is a guide only. It should not be taken as a complete list of all Commercial Insurance needs and options. Please refer to your policies for all coverage information, provisions, and exclusions. We also suggest you have your attorney &/or accountant review your policies to determine if they comply with any leases, contracts, etc.

Insured reviewed this \_\_\_\_\_ Day of \_\_\_\_\_ 2014

Signed \_\_\_\_\_  
Insured - SID #216 of Sarpy County



10820 Harney Street  
Omaha NE 68154  
(800) 877-4245

**COMMON**  
**POLICY DECLARATIONS**  
COLUMBIA NATIONAL INSURANCE CO

POLICY NUMBER **CGSNEG0182**  
Renewal of **CGSNEG0182**

Named Insured and Mailing Address:  
SID #216 OF SARPY COUNTY NE  
C/O MARK LAPUZZA  
10250 REGENCY CIR STE 300  
OMAHA NE 68114-3728

Agent and Mailing Address: 18170-  
NP DODGE INSURANCE AGENCY  
12002 PACIFIC  
OMAHA NE 68154  
402-938-5008

Policy Period: From 02/16/2014 to 02/16/2015 at 12:01 a.m. Standard Time at the mailing address shown above.  
IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY,  
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**Business Description: SID**

**Form of Business: ASSOC, LAB UNION, RELIGIOUS GP**

Coverage Part	Premium
Property	NOT COVERED
General Liability	\$686
Crime	NOT COVERED
Inland Marine	NOT COVERED
Auto	NOT COVERED
Certified Terrorism Coverage	\$10
Total Premium	\$696

FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY ARE LISTED ON EITHER THE COMMON FORMS SCHEDULE OF THIS DECLARATIONS OR THE DECLARATIONS APPLICABLE TO SPECIFIC COVERAGES PROVIDED WITH THIS POLICY.

Countersigned by \_\_\_\_\_

*Richard D. Coffey*  
Authorized Agent

Named Insured: SID #216 OF SARPY COUNTY NE

Policy Period: From 02/16/2014 to 02/16/2015 at 12:01 a.m. Standard Time at the mailing address shown above.

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**COMMON FORMS SCHEDULE**

Form Name	Edition	Description
IPJ-305	10/09	POLICY JACKET
IL-165	07/86	CONCEALMENT OR FRAUD CONDITION
*IL-359	07/98	LEAD LIABILITY EXCLUSION
IL0003	08/07	CALCULATION OF PREMIUM
IL0017	11/98	COMMON POLICY CONDITIONS
IL0021	05/02	NUCLEAR ENERGY LIAB EXCL ENDRS
IL0259	09/07	NE CHANGES-CANCEL & NONRENEWAL
IL0985	01/08	DISCL PURSUANT/TERROR RISK ACT

NOTE: THESE FORMS ARE APPLICABLE TO ALL COVERAGE PROVIDED UNDER THIS POLICY. FORMS WHICH ARE APPLICABLE TO SPECIFIC COVERAGES ARE SHOWN ON THE DECLARATIONS FOR THE SPECIFIC COVERAGES.

POLICY NUMBER CGSNEG0182

Renewal of

CGSNEG0182

Named Insured: SID #216 OF SARPY COUNTY NE

Policy Period: From 02/16/2014 to 02/16/2015 at 12:01 a.m. Standard Time at the mailing address shown above.

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**LOCATION SCHEDULE**

Loc No.	Bldg No.	Designated Locations (Address, City, State, Zip Code)	Occupancy
001	001	NE OF 168TH STREET & GILES RD, OMAHA, NE 68144	OFFICE

NOTE: THIS SCHEDULE REFLECTS ALL LOCATIONS WHICH ARE INSURED UNDER THIS POLICY. THE COVERAGES PROVIDED TO EACH LOCATION MAY BE DIFFERENT. ANY VARIATIONS IN COVERAGE ARE SHOWN ON THE DECLARATIONS FOR SPECIFIC COVERAGES WHICH ARE ATTACHED HERE TO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LEAD LIABILITY EXCLUSION**

The following additional exclusions amend the liability coverage of this policy:

"We" do not pay for:

1. actual or alleged "bodily injury" arising out of the ingestion, inhalation, or absorption of lead in any form;
2. actual or alleged "property damage" (or "personal injury" or "advertising injury", if provided by this policy) arising out of any form of lead.
3. any loss, cost, or expense arising out of any request, demand, or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of lead; or
4. any loss, cost, or expense arising out of any claim or suit by or on behalf of any governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of lead.

Named Insured: SID #216 OF SARPY COUNTY NE

Policy Period: From 02/16/2014 to 02/16/2015 at 12:01 a.m. Standard Time at the mailing address shown above.

**GENERAL LIABILITY DECLARATIONS**

**Limits Of Insurance**

\$2,000,000	General Aggregate Limit (Other Than Products - Completed Operations)
\$2,000,000	Products/Completed Operations Aggregate Limit
\$1,000,000	Personal and Advertising Injury Limit (Any One Person or Organization)
\$1,000,000	Each Occurrence Limit
\$100,000	Damage To Premises Rented to You Limit (Any One Premises)
\$5,000	Medical Expense Limit (Any One Person)

ANNUAL AUDIT PERIOD, UNLESS OTHERWISE STATED:

**CLASS SCHEDULE**

Location		Exposure	Rate	
Code No	Classifications	Premium Basis	Prem./Ops.	Prod./Comp. Ops.
44444	HIRED AUTO LIABILITY			
			Advance Premiums	
			Prem./Ops.	Prod./Comp. Ops.
			48.00	
Location		Exposure	Rate	
Code No	Classifications	Premium Basis	Prem./Ops.	Prod./Comp. Ops.
44444	NON-OWNED AUTO LIABILITY			
			Advance Premiums	
			Prem./Ops.	Prod./Comp. Ops.
			48.00	
Location		Exposure	Rate	
Code No	Classifications	Premium Basis	Prem./Ops.	Prod./Comp. Ops.
44444	PESTICIDE & HERBICIDE			
			Advance Premiums	
			Prem./Ops.	Prod./Comp. Ops.
			100.00	

Named Insured: SID #216 OF SARPY COUNTY NE

Policy Period: From 02/16/2014 to 02/16/2015 at 12:01 a.m. Standard Time at the mailing address shown above.

Location 001/001		Exposure \$182,082		Rate	
Code No	Classifications	Premium Basis	Prem./Ops.	Prod./Comp. Ops.	
44108	GOVERNMENTAL SUBDIVISION - NOT STATE OR OPER. EXPENDITURE FEDERAL - COUNTIES OR PARISHES - POPULATION 10,000 AND UNDER (PRODUCTS- COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)		.786		
				Advance Premiums	
				Prem./Ops.	Prod./Comp. Ops.
				143.00	INCL
Location 001/001		Exposure 1		Rate	
Code No	Classifications	Premium Basis	Prem./Ops.	Prod./Comp. Ops.	
46671	PARKS OR PLAYGROUNDS (PRODUCTS- COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)	PARK OR PLAYGROUN	122.976		
				Advance Premiums	
				Prem./Ops.	Prod./Comp. Ops.
				123.00	INCL
Location 001/001		Exposure 3		Rate	
Code No	Classifications	Premium Basis	Prem./Ops.	Prod./Comp. Ops.	
48039	SEWERS (PRODUCTS-COMPLETED OPERATIONS MILE ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)		66.730		
				Advance Premiums	
				Prem./Ops.	Prod./Comp. Ops.
				200.00	INCL
Location 001/001		Exposure 3		Rate	
Code No	Classifications	Premium Basis	Prem./Ops.	Prod./Comp. Ops.	
48727	STREETS, ROADS, HIGHWAYS OR BRIDGES - EXISTENCE AND MAINTENANCE HAZARD ONLY (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)	MILE	8.004		
				Advance Premiums	
				Prem./Ops.	Prod./Comp. Ops.
				24.00	INCL

POLICY NUMBER CGSNEG0182

Renewal of

CGSNEG0182

Named Insured: SID #216 OF SARPY COUNTY NE

Policy Period: From 02/16/2014 to 02/16/2015 at 12:01 a.m. Standard Time at the mailing address shown above.

Location 001/001

Exposure IF ANY

Code No	Classifications	Premium Basis	Rate	
			Prem./Ops.	Prod./Comp. Ops.
91589	CONTRACTORS - SUBCONTRACTED WORK - IN CONNECTION WITH STREET OR HIGHWAY CONSTRUCTION, OR REPAIR, NOT ELEVATED	TOTAL COST	5.715	1.294
			Advance Premiums	
			Prem./Ops.	Prod./Comp. Ops.

TOTAL PREMIUM FOR THIS COVERAGE PART: \$686

OTHER PREMIUM:

TOTAL PREMIUM: \$686

Named Insured: SID #216 OF SARPY COUNTY NE

Policy Period: From 02/16/2014 to 02/16/2015 at 12:01 a.m. Standard Time at the mailing address shown above.

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**FORMS SCHEDULE**

THESE FORMS ARE ONLY APPLICABLE TO THE GENERAL LIABILITY COVERAGE PROVIDED UNDER THIS POLICY.

Form Name	Edition	Description
CHE-99A-L	02/06	CHANGE ENDORSEMENT
CG-326	02/08	HIRED/NON-OWNED AUTO LIABILITY
CG-327	06/01	EXCL-SPECIFIC GOVT PREM & OPER
*CG0001	04/13	COMM GENERAL LIAB COV FORM
CG2147	12/07	EXCL-EMPLOYMENT RELATED PRACTS
CG2167	12/04	FUNGI OR BACTERIA EXCLUSION
CG2171	06/08	LTD TERROR EXCL (OTHER THAN CE
CG2176	01/08	EXCLUS OF PUN DMGS REL TO CERT
*CG2187	01/07	CONDITIONAL EXCLS OF TERRORISM
CG2196	03/05	SILICA/SILICA RELATD DUST EXCL
*CG2244	04/13	EXCL-HEALTH/COSMETIC SERVICES
CG2251	07/98	EXCL-LAW ENFORCEMENT ACTIVITY
*CG2264	04/13	PESTICIDE/HERBICIDE APPLIC COV
CG2409	07/98	GOVERNMENTAL SUBDIVISIONS
PE-106	04/99	NE - POL SUBDIV. TORT CLAIMS
PE-107	04/99	HAZARDS INSD ONLY BY SPEC DEC
L-361	03/95	ASBESTOS EXCLUSION

\* indicates change in form

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONDITIONAL EXCLUSION OF TERRORISM  
(RELATING TO DISPOSITION OF FEDERAL TERRORISM  
RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**A. Applicability Of The Provisions Of This Endorsement**

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or

b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:

(1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

(2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or

(3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that

differ from those that apply to other types of events or occurrences under this policy.

2. If the provisions of this endorsement become applicable, such provisions:

a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and

b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

- (1) Use or threat of force or violence; or
- (2) Commission or threat of a dangerous act; or
- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

C. The following exclusion is added:

#### **EXCLUSION OF TERRORISM**

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

- a. Physical injury that involves a substantial risk of death; or
- b. Protracted and obvious physical disfigurement; or
- c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs C.5. or C.6. are exceeded.

With respect to this Exclusion, Paragraphs C.5. and C.6. describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part or Policy.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Part or Policy.

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

## SECTION I - COVERAGES

### COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any

insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software,

including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

**COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

**2. Exclusions**

This insurance does not apply to:

**a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

**b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

**d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

**g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's

name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

### COVERAGE C – MEDICAL PAYMENTS

#### 1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
 provided that:
  - (a) The accident takes place in the "coverage territory" and during the policy period;
  - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

#### 2. Exclusions

We will not pay expenses for "bodily injury":

##### a. Any Insured

To any insured, except "volunteer workers".

##### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

##### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

##### d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

##### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

##### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

##### g. Coverage A Exclusions

Excluded under Coverage A.

### SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
  - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
      - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - (c) Notify any other insurer whose coverage is available to the indemnitee; and
      - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

- (2) Provides us with written authorization to:
  - (a) Obtain records and other information related to the "suit"; and
  - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

##### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;

- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

##### b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

## 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

## 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

## 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

## 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
  4. "Coverage territory" means:
    - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
    - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
    - c. All other parts of the world if the injury or damage arises out of:
      - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
      - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
      - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;
- provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
  6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
  7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
  8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
    - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
    - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding,

building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – SERVICES FURNISHED BY HEALTH CARE PROVIDERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Description Of Operations:**

44108 - GOVT SUBDIVISION POP UNDER 10,000

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

With respect to any operation shown in the Schedule, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The rendering of or failure to render:
  - a. Medical, surgical, dental, X-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
  - b. Any health or therapeutic service, treatment, advice or instruction;
  - c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
3. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph 1., 2. or 3.

CHANGE ENDORSEMENT

CHE-99A-L (2-06)

Attached To and Forming Part of:

Policy No. CGSNEG0182

of the:

(Name of Insurance Company)

Insured: SID #216 OF SARPY COUNTY NE

Effective Date of Endorsement: 02/16/2014

Inception Date of Policy: 02/16/2015

Agent:

By: \_\_\_\_\_

The policy is amended as follows:

THIS POLICY SHALL NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF OR RESULTING FROM THE SPONSORSHIP OR USAGE OF PREMISES OF THE FOLLOWING UNLESS SPECIFICALLY SCHEDULED.

- 1. RACING OF ANY TYPE; OR
- 2. DEMOLITION DERBIES; OR
- 3. TRACTOR PULL (INCLUDING BUT NOT LIMITED TO GARDEN TRACTOR, ALL-TERRAIN VEHICLE, PEDAL TRACTOR) OR SIMILAR TYPE ACTIVITY OR EVENT; OR
- 4. RODEOS; OR
- 5. FIREWORKS; OR
- 6. PARADES; OR
- 7. BIKING AND OTHER NON-MOTORIZED VEHICLE ACTIVITIES, EVENTS AND RACES; OR
- 8. RUNNING EVENTS OR RACES; OR
- 9. BODILY INJURY TO ANY PERSON WHILE PRACTICING OR PARTICIPATING IN ANY SPORTS, ATHLETIC OR EXERCISE ACTIVITY YOU SPONSOR; OR
- 10. PUBLIC LIVERY DEVICE; OR
- 11. HAUNTED HOUSES; OR
- 12. TRAMPOLINE AND REBOUNING EQUIPMENT; OR
- 13. CONCERTS

EXCLUSION – SPECIFIC GOVERNMENTAL PREMISES AND OPERATIONS  
 THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE", OR "ADVERTISING INJURY" ARISING OUT OF OR RESULTING FROM OWNERSHIP, MAINTENANCE OR USE OF ANY OF THE FOLLOWING, UNLESS SUCH EXPOSURE IS SPECIFICALLY DESCRIBED IN THE POLICY OR SPECIFICALLY ENDORSED HEREON, WITH THE APPROPRIATE CLASSIFICATION CODE AND A SPECIFIC PREMIUM

CHANGE.

- A. AMUSEMENT PARK;
- B. DAMS, LEVEES OR DIKES;
- C. GOLF COURSES;
- D. HOUSING PROJECTS, INCLUDING URBAN DEVELOPMENT AND PUBLIC HOUSING;
- E. LAKES OR RESERVES;
- F. MEDICAL CARE FACILITIES OR SERVICES, INCLUDING HOSPITALS, CLINICS AND SANITARIUMS;
- G. PENAL INSTITUTIONS OR JAILS;
- H. SCHOOLS OR COLLEGES;
- I. SKI FACILITIES;
- J. STREETS, ROADS, HIGHWAYS OR BRIDGES;
- K. STREET, ROAD, HIGHWAYS OR BRIDGE CONSTRUCTION;
- L. TRANSPORTATION SYSTEMS, FACILITIES OR SERVICES;
- M. AIRPORTS;
- N. UTILITIES - ELECTRIC, GAS, WATER, STREAM;
- O. WHARVES, PIERS, DOCKS, MARINAS AND WATERCRAFT;
- P. ZOOS;
- Q. TRAMPOLINE AND REBOUNING EQUIPMENT

PREMIUM ADJUSTMENT		Additional Premium		Return Premium
Due at End Eff. Date		\$		\$
Revised Annual Premium				
Date Due	Orig. Prem.	Increase	Decrease	Revised Premium
	\$	\$	\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PESTICIDE OR HERBICIDE APPLICATOR –  
LIMITED POLLUTION COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Operations:

SUB-LIMIT \$25,000

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to the operations shown in the Schedule, Paragraph (1)(d) of Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability does not apply if the operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations.

**COLUMBIA INSURANCE GROUP  
PRIVACY PROTECTION POLICY NOTICE  
NO RESPONSE IS REQUIRED**

It is Columbia Insurance Group's policy to safeguard the confidentiality of information concerning you and your business with us. This notice describes our privacy policy with respect to the collection, disclosure and protection of such information.

**COLLECTION OF INFORMATION**

We obtain most of the information we need directly from you and your insurance agent. You provide this information when you apply for our products or services or when you file claims for benefits. We may also obtain information about your transactions with us, our affiliates or others to assist us in evaluating requests for insurance and benefit claims, to administer and process transactions which you have requested or initiated, or other business purposes.

**DISCLOSURE OF INFORMATION**

Information may be shared among our companies in order to provide you better service. We may disclose information to third parties when we believe it is necessary to conduct our business or when disclosure is permitted by law. Information may be disclosed to others who assist us in providing business services such as helping us evaluate requests for insurance or benefits, performing general insurance activities for us, or assisting us in processing transactions which you have requested or initiated. Information may also be disclosed for audit purposes, to help us prevent fraud, to law enforcement or regulatory agencies, to consumer reporting agencies or as otherwise permitted by law. This information may include your policy coverages, as well as your claims, premium and payment history. We do not share medical or health information except as you have authorized to provide services you have initiated.

**PROTECTION OF INFORMATION**

We restrict access to non-public personal information about you to authorized persons who need the information to provide services related to your policy or transaction with us. We also maintain physical, electronic, and procedural safeguards that comply with applicable law to guard your non-public personal information.

We require any organization who assists us in providing business services to maintain the confidentiality of your non-public personal information and not use such information for any other purpose. We strive to keep all information about you accurate and up to date. If you discover any inaccuracy, please notify us immediately.

If you have questions or would like to contact us regarding your information, you may do so by writing to us at:

Columbia Insurance Group  
Attn: Legal Department  
2102 White Gate Drive  
Columbia, Missouri 65202

or telephoning us at: 1-573-474-6193

We promise to strive to keep you informed about how we protect your privacy. We reserve the right to change these privacy principles at any time.

SID #216 OF SARPY COUNTY NE  
C/O MARK LAPUZZA  
10250 REGENCY CIR STE 300  
OMAHA NE 68114-3728

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## POLICYHOLDER DISCLOSURE

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### NOTICE OF TERRORISM INSURANCE COVERAGE

The Terrorism Risk Insurance Act (TRIA) established a program involving the Department of the Treasury and the insurance industry to assure the availability of property and casualty insurance protection against damages from certified Acts of Terrorism. Generally speaking, certified Acts of Terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act.

You should know that coverage provided by your policy for loss or damage for such certified Acts of Terrorism is partially reimbursable by the United States as set forth in TRIA. The United States government pays 85% of covered terrorism losses exceeding the insurance company's statutorily established deductible as set forth in the Act. Note, however, not all losses resulting from certified Acts of Terrorism are covered, such as nuclear events. Please read your policy and endorsements carefully.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits United States government reimbursement as well as insurers' liability for losses resulting from certified Acts of Terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The premium charged for your policy includes a charge for the coverage of such certified Acts of Terrorism under TRIA and this charge is specifically identified on the line entitled "Certified Terrorism Coverage Premium" on the Declarations page(s) of your policy. You are, however, given the opportunity to reject this coverage by signing the rejection statement below and returning this form to us. Your policy will then be endorsed to exclude the described coverage and you will not be charged for this coverage.

### REJECTION STATEMENT

I hereby reject the offer of terrorism coverage as defined in the Terrorism Risk Insurance Act. I understand that an exclusion of such terrorism losses will be made part of this policy.

\_\_\_\_\_  
Insured's Signature

\_\_\_\_\_  
Date

NT-1 (1-08)

\_\_\_\_\_  
\_\_\_\_\_

## 2012 GENERAL LIABILITY MULTISTATE FORMS REVISION ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of the major changes in your policy. No coverage is provided by this summary nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations Page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

The major areas within the policy that broaden or reduce coverage, and other changes, are highlighted below. This notice does not reference every editorial change made in your policy. We have followed the policy sequence of provisions in setting out this material.

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### COMMERCIAL GENERAL LIABILITY COVERAGE FORMS CG 00 01 04 13 AND CG 00 02 04 13

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#### I. EXCLUSIONS

##### A. BROADENING OF COVERAGE

1. Coverage A – Exclusion 2.c. (Liquor Liability) is revised to provide an exception with respect to allowing a person to bring alcoholic beverages onto the named insured's premises for consumption on the named insured's premises.
2. Coverage A – Exclusion 2.p. (Electronic Data) is revised to introduce an exception for liability for damages because of bodily injury.

##### B. OTHER CHANGES

1. Coverage A – Exclusion 2.c. (Liquor Liability) is revised to reinforce that the exclusion applies even if claims against an insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol.
2. Coverage A – Exclusion 2.g. (Aircraft, Auto, Or Watercraft) is revised to delete reference to "in the state".
3. Coverage A – Exclusion 2.q. and Coverage B - Exclusion 2.p. (Recording And Distribution Of Material Or Information In Violation Of Law) were previously added to your policy via mandatory endorsement. The endorsement contained an exclusion addressing injury or damage arising out of any action or omission that violates or is alleged to violate certain statutes, ordinances and regulations. This exclusion has been incorporated directly into your policy.
4. Coverage B - Exclusion 2.b. and 2.c. (Material Published With Knowledge Of Falsity and Material Published Prior To Policy Period) are revised to reference "in any manner", with respect to oral or written publication, for consistency with the definition of personal and advertising injury.

#### II. CONDITIONS

##### OTHER CHANGES

Condition 4. (Other Insurance) is generally revised so that the insurance provided is excess over any for which the named insured has been added as an additional insured, whether by endorsement or any other means.

### III. DEFINITIONS

#### OTHER CHANGES

1. Definition 2. (Auto) is revised to delete reference to "in the state" with respect to where a vehicle is licensed or principally garaged.
2. Definition 12. (Mobile Equipment) is revised to delete reference to "in the state" with respect to where a vehicle is licensed or principally garaged.

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## OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM - COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR CG 00 09 04 13

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### I. EXCLUSIONS

#### BROADENING OF COVERAGE

Exclusion 2.I. (Electronic Data) is revised to introduce an exception for liability for damages because of bodily injury.

### II. DEFINITIONS

#### OTHER CHANGES

1. Definition 1. (Auto) is revised to delete reference to "in the state" with respect to where a vehicle is licensed or principally garaged.
2. Definition 10. (Mobile Equipment) is revised to delete reference to "in the state" with respect to where a vehicle is licensed or principally garaged.

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## LIQUOR LIABILITY COVERAGE FORMS CG 00 33 04 13 AND CG 00 33 04 13

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### WHO IS AN INSURED

#### BROADENING OF COVERAGE

We have included trusts as Named Insureds. In addition, trustees have been included as insureds but only with respect to their duties as trustees.

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## CG 00 35 04 13 - RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

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### EXCLUSIONS

#### BROADENING OF COVERAGE

Exclusion 2.f.(3)(a) (Pollution) is amended to expand the exception to the exclusion with respect to bodily injury or property damage arising out of fuel or lubricants for equipment used at the job location not just when they escape from such equipment.

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**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**  
**CG 00 37 04 13 AND CG 00 38 04 13**

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**I. EXCLUSIONS**

**BROADENING OF COVERAGE**

1. Exclusion 2.c. (Liquor Liability) is revised to provide an exception with respect to allowing a person to bring alcoholic beverages onto the named insured's premises for consumption on the named insured's premises.
2. Exclusion 2.I. (Electronic Data) is revised to introduce an exception for liability for damages because of bodily injury.

**II. DEFINITIONS**

**OTHER CHANGES**

1. Exclusion 2.c. (Liquor Liability) is revised to reinforce that the exclusion applies even if claims against an insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol.
2. Definition 1. (Auto) is revised to delete reference to "in the state" with respect to where a vehicle is licensed or principally garaged.
3. Definition 10. (Mobile Equipment) is revised to delete reference to "in the state" with respect to where a vehicle is licensed or principally garaged.

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**CG 00 39 04 13 - POLLUTION LIABILITY COVERAGE FORM DESIGNATED SITES**  
**CG 00 40 04 13 - POLLUTION LIABILITY LIMITED COVERAGE FORM**  
**DESIGNATED SITES**

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**I. EXCLUSIONS**

**A. BROADENING OF COVERAGE**

Exclusion 2.p. (Electronic Data) is revised to introduce an exception for liability for damages because of bodily injury.

**B. OTHER CHANGES**

Exclusion (aircraft, Auto, Rolling Stock or Watercraft) is generally revised to reinforce that the exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.  
The exclusion is also revised to express that a land motor vehicle subject to compulsory or financial responsibility laws or other motor vehicle insurance laws will not be covered with respect to its over-the-road exposures.

**II. DEFINITIONS**

**OTHER CHANGES**

1. Exclusion 2.j. (Aircraft, Auto, Rolling Stock or Watercraft) is revised to delete reference to "in the state". (CG 00 40 only)
2. Definition 1. (Auto) is revised to delete reference to "in the state" with respect to where a vehicle is licensed or principally garaged.
3. Definition (Mobile Equipment) is revised to delete reference to "in the state" with respect to where a vehicle is licensed or principally garaged.

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## CG 00 42 04 13 - UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

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### EXCLUSIONS

#### BROADENING OF COVERAGE

Exclusion 2.i. (Electronic Data) is revised to introduce an exception for liability for damages because of bodily injury.

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## CG 00 65 04 13 - ELECTRONIC DATA LIABILITY COVERAGE FORM

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### EXCLUSIONS

#### BROADENING OF COVERAGE

Exclusion 2.g. (Infringement Of Intellectual Property Rights) is revised to delete the exception pertaining to the use of another's advertising idea.

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## MULTISTATE ENDORSEMENTS

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### A. BROADENING OF COVERAGE

1. Electronic Data Liability Endorsement **CG 04 37** is revised to introduce an exception to the electronic data exclusion in order to provide that the exclusion does not apply to liability for damages because of bodily injury.
2. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Construction Agreement Endorsement **CG 20 38** is introduced to provide additional insured status to those parties whom the named insured is obligated in writing in a contract or agreement to name as an additional named insured.
3. Druggists Endorsement **CG 22 69** is revised to introduce an exception for the administering of vaccinations.
4. Liquor Liability - Bring Your Own Alcohol Establishments Endorsements **CG 24 06** is introduced to provide coverage to insureds who permit any person to bring any alcoholic beverage on an insured's premises, for consumption on the insured's premises.

### B. REDUCTIONS OF COVERAGE

1. Additional Insured - Users of Golfmobiles Endorsement **CG 20 08** is revised to include a definition of the term golfmobile.
2. **Liquor Liability Exclusion Endorsements**  
The following endorsements are revised to indicate that the liquor liability exclusion will apply if a named insured permits any person to bring alcoholic beverages on the named insured's premises, for consumption on the named insured's premises:
  - **CG 21 50** - Amendment Of Liquor Liability Exclusion (for use with Commercial General Liability Coverage Part)
  - **CG 21 51** - Amendment Of Liquor Liability Exclusion - Exception For Scheduled Premises Or Activities (for use with Commercial General Liability Coverage Part)
  - **CG 29 52** - Amendment Of Liquor Liability Exclusion (for use with Products/Completed Operations Liability Coverage Part)
  - **CG 29 53** - Amendment Of Liquor Liability Exclusion - Exception For Scheduled Premises Or Activities (for use with Products/Completed Operations Liability Coverage Part)

3. Total Pollution Exclusion For Designated Products Or Work Endorsement **CG 21 99** is introduced to exclude coverage with respect to bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants which arises out of the product or work scheduled in the endorsement.
4. Amendment Of Personal And Advertising Injury Definition Endorsement **CG 24 13** is introduced to remove from the definition of personal and advertising injury the offense or oral and written publication, in any manner, of material that violates a person's right of privacy.

**C. OTHER CHANGES**

1. Limited Product Withdrawal Expense Endorsement **CG 04 36** is revised, in part, to reinforce that the Participation Percentage is indicated in the Schedule and to reflect that the cost of the insured's participation in each product withdrawal will be borne by the named insured when due.
2. Primary And Noncontributory – Other Insurance Condition Endorsement **CG 20 01** is introduced to revise the Other Insurance Condition to indicated that coverage is provided to an additional insured on a primary and noncontributory basis, provided that certain requirements are met.

**3. Additional Insured Endorsements**

The following additional insured endorsements are revised to indicate that when these endorsements are attached to a policy, if coverage provided to the additional insured is required by contract or agreement, coverage to the additional insured will be afforded to the extent permissible by law and to the extent the named insured is required by the contract or agreement to provide insurance for the additional insured.

Additionally, if coverage provided to the additional insured is required by contract or agreement, the limits of insurance of the named insured's policy that are available to an additional insured will be limited to the extent required by the contract or agreement or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations, whichever is less:

- **CG 20 03** - Additional Insured - Concessionaires Trading Under Your Name
- **CG 20 05** - Additional Insured - Controlling Interest
- **CG 20 07** - Additional Insured - Engineers, Architects, Or Surveyors
- **CG 20 10** - Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization
- **CG 20 11** - Additional Insured - Managers Or Lessors of Premises
- **CG 20 12** - Additional Insured - State Or Government Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations
- **CG 20 13** - Additional Insured - State Or Government Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
- **CG 20 15** - Additional Insured - Vendors
- **CG 20 18** - Additional Insured - Mortgagee, Assignee Or Receiver
- **CG 20 23** - Additional Insured - Executors, Administrators, Trustees Or Beneficiaries
- **CG 20 24** - Additional Insured - Owners Or Other Interest From Whom land Has Been Leased
- **CG 20 26** - Additional Insured - Designated Person Or Organization
- **CG 20 27** - Additional Insured - Co-owner Of Insured premises
- **CG 20 28** - Additional Insured - Lessor Of Leased Equipment
- **CG 20 29** - Additional Insured - Grantor Of Franchise
- **CG 20 30** - Oil Or Gas Operations - Nonoperating, Working Interests
- **CG 20 31** - Additional Insured - Engineers, Architects, Or Surveyors
- **CG 20 32** - Additional Insured - Engineers, Architects, Or Surveyors Not Engaged By The Named Insured
- **CG 20 33** - Additional Insured - Owners, lessees Or Contractors - Automatic Status When Required In Construction Agreement With You

- CG 20 34 - Additional Insured - Lessor Of Leased Equipment - Automatic Status When Required In Lease Agreement With You
- CG 20 35 - Additional Insured - Grantor Of Licenses - Automatic Status When Required By Licensor
- CG 20 36 - Additional Insured - Grantor Of Licenses
- CG 20 37 - Additional Insured - Owners, Lessees Or Contractors - Completed Operations
- CG 29 35 - Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations

#### 4. Professional Services Endorsements

The following endorsements are revised to expressly address, in part, claims alleging negligence or other wrongdoing in the hiring, employment, training, supervision or monitoring of others by any insured:

- CG 21 16 - Exclusion - Designated Professional Services
- CG 21 52 - Exclusion - Financial Services
- CG 21 56 - Exclusion - Funeral Services
- CG 21 57 - Exclusion - Counseling Services
- CG 21 58 - Exclusion - Professional Veterinarian Services
- CG 21 59 - Exclusion - Diagnostic Testing Laboratories
- CG 22 24 - Exclusion - Inspection, Appraisal And Survey Companies
- CG 22 32 - Exclusion - Professional Services - Blood Banks
- CG 22 33 - Exclusion - Testing Or Consulting Errors And Omissions
- CG 22 34 - Exclusion - Construction Management Errors and Omissions
- CG 22 36 - Exclusion - Products and Professional Services (Druggists)
- CG 22 37 - Exclusion - Products And Professional Services (Optical And Hearing Aid Establishments)
- CG 22 39 - Exclusion - Camps Or Campgrounds
- CG 22 43 - Exclusion - Engineers, Architects Or Surveyors Professional Liability
- CG 22 44 - Exclusion - Services Furnished By Health Care Providers
- CG 22 45 - Exclusion - Specified Therapeutic Or Cosmetic Services
- CG 22 48 - Exclusion - Insurance And Related Operations
- CG 22 69 - Druggists
- CG 22 71 - Colleges Or Schools (Limited Form)
- CG 22 72 - Colleges Or Schools
- CG 22 75 - Professional Liability Exclusion - Computer Software
- CG 22 76 - Professional Liability Exclusion - Health Or Exercise Clubs Or Commercially Operated Health Or Exercise Facilities
- CG 22 77 - Professional Liability Exclusion - Computer Data Processing
- CG 22 79 - Exclusion - Contractors - Professional Liability
- CG 22 80 - Limited Exclusion - Contractors - Professional Liability
- CG 22 87 - Exclusion - Adult Day Care Centers
- CG 22 88 - Professional Liability Exclusion - Electronic Data Processing Services And Computer Consulting Or Programming Services
- CG 22 90 - Professional Liability Exclusion - Spas or Personal
- CG 22 91 - Exclusion - Telecommunication Equipment Or Service Provider Errors And Omissions
- CG 22 96 - Limited Exclusion - Personal And Advertising Injury - Lawyers

- **CG 22 98** - Exclusion - Internet Service Providers And Internet Access Providers Errors And Omissions
  - **CG 22 99** - Professional Liability Exclusion - Web Site Designers
  - **CG 23 01** - Exclusion - Real Estate Agents Or Brokers Errors Or Omissions
  - **CG 31 15** - Construction Project Management Protective Liability Coverage
5. Exclusion - Volunteer Workers Endorsement **CG 21 66** is revised to delete reference to "in the state" from Exclusion 2.g. (Aircraft, Auto Or Watercraft).
  6. Exclusion - Failure To Supply Endorsement **CG 22 50** is revised to expressly state that the exclusion also applies to the failure of any insured to adequately supply biofuel.
  7. Pesticide Or Herbicide Applicator Coverage Endorsements **CG 22 64** and **CG 28 12** and Lawn Care Services Coverage Endorsement **CG 22 93** are revised to reflect a change in titles to Herbicide Applicator - *Limited Pollution* Coverage endorsements and Lawn Care Services - *Limited Pollution* Coverage.
  8. Real Estate Property Managed Endorsement **CG 22 70** is revised to reinforce that the insurance provided is excess over any other insurance available, whether such insurance is primary or excess.
  9. Colleges Or Schools Endorsements **CG 22 71** and **CG 22 72** are revised to expressly address, in part, claims alleging negligence or other wrongdoing in the hiring, employment, training, supervision or monitoring of others by any insured.
  10. Waiver Of Governmental Immunity Endorsement **CG 24 14** is revised to reference that the endorsement also applies to the Owners And Contractors Protective Liability Coverage Part and the Railroad Protective Liability Coverage Part.
  11. Amendment Of Insured Contract Definition Endorsement **CG 24 26** and Limited Contractual Liability - Railroads Endorsement **CG 24 27** are revised to reflect that the defined term insured contract addresses certain liability assumed by the named insured with respect to the tort liability of another party to the extent the assumption of the tort liability is permitted by law.
  12. Designated Location(s) Aggregate Limit Endorsement **CG 25 14** is introduced to make a separate Designated Location Aggregate Limit available for each location of the insured listed in the Schedule of the endorsement.
  13. Supplemental Extended Reporting Period Endorsement **CG 27 10** and Supplemental Extended Reporting Period Endorsement For Specific Accidents, Products, Work Or Locations Endorsement **CG 27 11** are revised to amend Condition 4. (Other Insurance) so that the insurance provided is excess over any for which the named insured has been added as an additional insured, whether by endorsement or any other means.
  14. Principals Protective Liability Coverage Endorsement **CG 28 07** is revised to delete reference to "in the state" from Exclusion 2.c.(1)(e)(i).
  15. **Liquor Liability Exclusion Endorsements**  
 The following endorsements are revised to reinforce that the exclusion applies even if claims against an insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol:
    - **CG 21 50** - Amendment Of Liquor Liability Exclusion (for use with Commercial General Liability Coverage Part)
    - **CG 21 51** - Amendment Of Liquor Liability Exclusion - Exception For Scheduled Premises Or Activities (for user with Commercial General Liability Coverage Part)
    - **CG 29 52** - Amendment Of Liquor Liability Exclusion (for use with Products/Completed Operations Liability Coverage Part)
    - **CG 29 53** - Amendment Of Liquor Liability Exclusion - Exception For Scheduled Premises Or Activities (for use with Products/Completed Operations Liability Coverage Part)



10820 Harney Street  
Omaha NE 68154  
(800) 877-4245

**PUBLIC OFFICIAL ERRORS AND OMISSIONS**

**POLICY DECLARATIONS**

COLUMBIA NATIONAL INSURANCE CO

POLICY NUMBER EOLNEG0182  
Renewal of EOLNEG0182

Named Insured and Mailing Address:  
SID #216 OF SARPY COUNTY NE  
10250 REGENCY CIR STE 300  
OMAHA NE 68114-3728

Agent and Mailing Address: 18170-  
NP DODGE INSURANCE AGENCY  
12002 PACIFIC  
OMAHA NE 68154  
402-938-5008

Policy Period: From 02/16/2014 to 02/16/2015 at 12:01 a.m. Standard Time at the mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY,  
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

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THIS IS A CLAIMS MADE AND REPORTED POLICY  
PLEASE READ CAREFULLY.  
PLEASE NOTE: THE DEDUCTIBLE UNDER THIS POLICY  
APPLIES TO A PAYMENT OF BOTH LOSS AND DEFENSE EXPENSES

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Total Policy Premium      \$1,593

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Loc No.	Bldg No.	Location
001		11605 ARBOR ST OMAHA NE 68144-2982

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Coverages

- A. Deductible      \$1,500      each claim
- B. Limit of Liability      \$1,000,000      each claim
- C. Limit of Liability      \$1,000,000      each policy period

Retroactive date and supplemental extended reporting period:  
This insurance does not apply to wrongful acts which occur  
before the retroactive date of 02162001  
Supplemental extended reporting period:

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POLICY NUMBER EOLNEG0182

Renewal of

EOLNEG0182

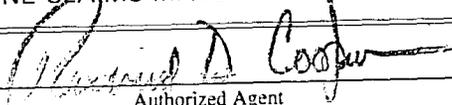
Named Insured: SID #216 OF SARPY COUNTY NE

Policy Period: From 02/16/2014 to 02/16/2015 at 12:01 a.m. Standard Time at the mailing address shown above.

### FORMS SCHEDULE

Form Name	Edition	Description
CG2190	01/06	EXCLUSION OF TERRORISM
IPJ305	10/09	POLICY JACKET
PE100	04/99	PUBLIC OFFICIAL E&O COVRG FORM
PE104	04/99	BOARD ONLY COVERAGE
PE111	04/99	NE - AMENDATORY ENDORSEMENT
PE112	04/99	NE CLAIMS-MADE INS DISCLOSURE

Countersigned by



Authorized Agent

THESE DECLARATIONS, TOGETHER WITH THE COVERAGE FORM(S), COMMON FORM(S), COMMON POLICY CONDITIONS AND FORMS, AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

## NEBRASKA CLAIMS-MADE INSURANCE DISCLOSURE STATEMENT

The policy that you have just received is either entirely or partially claims-made insurance.

It is important that your agent explains the difference between the important provisions of this policy, and your previous policy. The following is an example of policy provisions that your agent must explain to you.

Note this list is not all inclusive

1. Retroactive Date (When coverage begins)
2. Coverage Trigger (When a claim is covered)
3. Immature and Mature Rate and Premium (What premium increases must you automatically pay over the next few years)
4. Extended Coverage (Protection for claims made after your policy expires)
  - a. Right to purchase
  - b. Cost to purchase
  - c. Need to purchase
  - d. Length of protection

Your signature indicates that you have read this form and that your agent has explained the above provisions to you.

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Insured's Signature

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Agent's Signature

Columbia National Insurance Company  
 Name of Insurance Company  
 NP DODGE INSURANCE AGENCY  
 12002 PACIFIC  
 OMAHA NE 68154

402-938-5008                      68154  
 Typed or Printed Name and Address of Insurance Agent

Policy No. EOLNEG0182

**COLUMBIA INSURANCE GROUP  
PRIVACY PROTECTION POLICY NOTICE  
NO RESPONSE IS REQUIRED**

It is Columbia Insurance Group's policy to safeguard the confidentiality of information concerning you and your business with us. This notice describes our privacy policy with respect to the collection, disclosure and protection of such information.

**COLLECTION OF INFORMATION**

We obtain most of the information we need directly from you and your insurance agent. You provide this information when you apply for our products or services or when you file claims for benefits. We may also obtain information about your transactions with us, our affiliates or others to assist us in evaluating requests for insurance and benefit claims, to administer and process transactions which you have requested or initiated, or other business purposes.

**DISCLOSURE OF INFORMATION**

Information may be shared among our companies in order to provide you better service. We may disclose information to third parties when we believe it is necessary to conduct our business or when disclosure is permitted by law. Information may be disclosed to others who assist us in providing business services such as helping us evaluate requests for insurance or benefits, performing general insurance activities for us, or assisting us in processing transactions which you have requested or initiated. Information may also be disclosed for audit purposes, to help us prevent fraud, to law enforcement or regulatory agencies, to consumer reporting agencies or as otherwise permitted by law. This information may include your policy coverages, as well as your claims, premium and payment history. We do not share medical or health information except as you have authorized to provide services you have initiated.

**PROTECTION OF INFORMATION**

We restrict access to non-public personal information about you to authorized persons who need the information to provide services related to your policy or transaction with us. We also maintain physical, electronic, and procedural safeguards that comply with applicable law to guard your non-public personal information.

We require any organization who assists us in providing business services to maintain the confidentiality of your non-public personal information and not use such information for any other purpose. We strive to keep all information about you accurate and up to date. If you discover any inaccuracy, please notify us immediately.

If you have questions or would like to contact us regarding your information, you may do so by writing to us at:

Columbia Insurance Group  
Attn: Legal Department  
2102 White Gate Drive  
Columbia, Missouri 65202

or telephoning us at: 1-573-474-6193

We promise to strive to keep you informed about how we protect your privacy. We reserve the right to change these privacy principles at any time.



Account Number	Due Date	Total Amount Due
9254119457	Feb 18, 2014	\$7,553.24

Customer Name: SID 216 SARPY  
Statement Date: January 29, 2014

For bill inquiries call the Omaha Office  
(402) 536-4131. See back for toll-free number.

Billing Information for service address: 16500 S BRIAR ST, STLT OMAHA NE

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

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$2,367.36	\$18.89	\$2,517.49

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

Sales Tax 131.24  
 Total Charges \$2,517.49  
 Previous Balance 5,035.75  
 Total Amount Due \$7,553.24

Late Payment Charge of \$100.70 applies after due date.

Please return this portion with payment

Tree grants are now being offered to nonprofit groups. For more information or applications visit oppd.com/treepromotions.

Statement Date: January 29, 2014

Account Number	Due Date	Total Amount Due
9254119457	Feb 18, 2014	\$7,553.24

Late Payment Charge of \$100.70 applies after due date.

Amount Paid

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

One-Time Contribution \$

A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number:

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

  
 SID 216 SARPY CO  
 %MARK LAPUZZA  
 10250 REGENCY CIR STE 300  
 OMAHA NE 68114-3728

PO BOX 3995  
OMAHA NE 68103-0995



01925411945700000075532400000765394201402186



Account Number	Due Date	Total Amount Due
9254119457	Feb 18, 2014	\$7,553.24

Customer Name: SID 216 SARPY  
Statement Date: January 29, 2014

Billing Information for service address: 16500 S BRIAR ST, STLT OMAHA NE

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

Rate	Method No.	Number of Lamps	Price per Lamp	Usage			
				Current Amount	Fuel and Purchased Power Adjustment	Total Usage Amount	Sub-Total Amount per Rate
SL61	61211	137	\$17.28	\$2,367.36			
SL61					18.89	2,367.36	\$2,517.49

Signature Advertising & Display, Inc.

4619 South 88th Street

Omaha, NE 68127

402-331-4258

stom@sadci.omhcoxmail.com

# Invoice

DATE	INVOICE #
12/17/2013	9783

<b>BILL TO</b>
Pansing, Hogan, Ernst & Bachman Mark LaPuzza 10250 Regency Cir Ste 300 Omaha, Ne 38114

P.O. NO.	TERMS	PROJECT

DESCRIPTION	QTY	RATE	AMOUNT
Repair Signs at Millard Park South	1	225.00	225.00T
No Parking Re-installed at Briar and 162 Ave			
New Parking Sign at 16206 & Redwood			
No Parking Sign Straightened 163 & Heather			
SUBTOTAL			225.00
SALES TAX		5.50%	12.38
<b>Total</b>			<b>\$237.38</b>

# Dazen, Inc.

Norris Franzen Sec. Treas

Development Consultant  
15514 Copper Corral Drive  
Plattsmouth, NE 68048-5002 Fed ID 47-0605466  
[dazen@windstream.net](mailto:dazen@windstream.net)  
Ph.402.319.0327  
Client:

Invoice MPS2014001  
Date: Feb 07, 2014  
Amount: \$1,912.50

SID 216 Sarpy County  
Mark J. LaPuzza, Attorney  
10250 Regency Circle  
Omaha, NE 68114-3728

Date	Task	Time In	Time Out	Hr	Rate	Amount
Nov 20, 2013	Meeting Prep Financial Report	11:00 AM	1:00 PM	2.00	\$85.00	\$170.00
Nov 22, 2013	Sid Meeting	3:00 PM	6:00 PM	3.00	\$85.00	\$255.00
Nov 25, 2013	Meet Signature Signs	1:00 PM	4:00 PM	3.00	\$85.00	\$255.00
Nov 30, 2013	Post Warrants & Balance	9:00 AM	10:00 AM	1.00	\$85.00	\$85.00
Dec 05, 2013	Review Audit and Send Report, Update Financials & Balance	8:30 AM	1:00 PM	4.50	\$85.00	\$382.50
Dec 16, 2013	Site Visit, Seim Johnson Agreement to Bob Storz	8:00 AM	11:00 AM	3.00	\$85.00	\$255.00
Jan 15, 2014	Update Financials & Balance	9:00 AM	10:00 AM	1.00	\$85.00	\$85.00
Feb 06, 2014	Site Visit, check snow removal	8:00 AM	10:30 AM	2.50	\$85.00	\$212.50
Feb 07, 2014	Update Financials from Sarpy County, Balance and Meeting docs to LaPuzza	11:30 AM	2:00 PM	2.50	\$85.00	\$212.50



Total Amount this Invoice

\$1,912.50



5023 Shannon Drive  
Papillion, NE 68133  
402.593.7651

# Invoice

**Date** 2/7/2014  
**Invoice #** 29458

## Work Site

SID 216  
c/o: NP Dodge Land Development  
13917 Gold Circle  
Omaha, NE 68144

SID 216  
Millard Park South  
Omaha, NE

## Terms

Due on receipt

## Project Name

Snow Removal

<u>Description</u>	<u>Quantity</u>	<u>Rate</u>	<u>Total</u>
11.22.13: Removed snow from sidewalks (1-2 inches of snow)	3	45.00	135.00
Ice melt	1	29.00	29.00T
12.4.13: Removed snow from sidewalks (ice management)	2.5	45.00	112.50
Ice melt	2	29.00	58.00T
12.8.13: Removed snow from sidewalks (3 inches)	5	45.00	225.00
Ice melt	5	29.00	145.00T
12.9.13: Removed ice from sidewalks (ice)	2	45.00	90.00
Ice melt	1.5	29.00	43.50T
12.11.13: 1st Removal (1/2 inch snow) before school. 2nd Removal (1/2 inch to 3 inch drifts)	5.5	45.00	247.50
Ice melt	5	29.00	145.00T
12.22.13: Removed snow from sidewalks (1/2 inch)	1.5	45.00	67.50
Ice melt	0.5	29.00	14.50T
1.1.14: Removed snow from sidewalks (1-2 inches)	3.75	45.00	168.75
Ice melt	1.5	29.00	43.50T
Removed trash from Park and ditches as needed	2	38.00	76.00
Disposal of material	1	50.00	50.00
1.8.2014: Removed a little snow from sidewalks.	1.25	45.00	56.25

**Total Charges**

**Sales Tax (5.5%)**

**Total Charges + Tax**



5023 Shannon Drive  
Papillion, NE 68133  
402.593.7651

# Invoice

**Date**                      **Invoice #**  
2/7/2014                      29458

**Work Site**

SID 216  
c/o: NP Dodge Land Development  
13917 Gold Circle  
Omaha, NE 68144

SID 216  
Millard Park South  
Omaha, NE

**Terms**

Due on receipt

**Project Name**

Snow Removal

<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>Rate</u></b>	<b><u>Total</u></b>
Ice melt	1.5	29.00	43.50T
2.1.2014: Removed snow from sidewalks (2 inches)	3	45.00	135.00
Ice melt	1.5	29.00	43.50T
2.4.2014: 1st Removal (1/2 inch) 2nd Removal (1 inch) 3rd Removal (2 foot drift)	5	45.00	225.00
Ice melt	3	29.00	87.00T

*OK  
2/7/2014*

<b>Total Charges</b>	\$2,241.00
<b>Sales Tax (5.5%)</b>	\$35.89
<b>Total Charges + Tax</b>	\$2,276.89

SARPY COUNTY

Rich James, Sarpy County Treasurer  
1210 Golden Gate Drive #1120  
Papillion, NE 68046-2842

DESCRIPTION LEGAL

LOT 391 MILLARD PARK SOUTH  
16309 \HEATHER ST

REAL ESTATE 2013

PARCEL NUMBER: 011583422

TAX DISTRICT	STATEMENT NO.
17040	2013 - 50683

Taxes Due Date: 12/31/2013  
 1st Half Delinquent: 04/01/2014  
 2nd Half Delinquent: 08/01/2014



\*\*\*\*\*AUTO\*\*3-DIGIT 681 48725  
 011583422  
 SID # 216  
 11605 ARBOR ST STE 104  
 OMAHA NE 68144-2982

	VALUE	TAX AMOUNT
Before Homestead:	\$12220.00	\$309.68
Homestead Credit:	\$0.00	\$0.00
Drainage:		\$0.00
STATE TAX CREDIT:		\$8.06
AFTER CREDIT(S):	\$12220.00	\$301.62

NET AMOUNT DUE	\$301.62
1st Half Payment	\$150.81
2nd Half Payment	\$150.81

IMPORTANT: Examine the notice before payment. The treasurer is not responsible for payments on the wrong property.

DESCRIPTION	TAX RATE	TAX AMOUNT	PREVIOUS TAX
COUNTY LEVY	0.299900	\$36.66	\$36.64
MILLARD SCHOOL	0.110000	\$13.44	\$13.44
MILLARD SPECIAL BLDG	0.010000	\$1.22	\$1.22
MILLARD SCH BOND	0.160000	\$19.55	\$17.11
LEARN COMM-GENERAL	0.950000	\$116.09	\$116.09
ELEM LEARN COM	0.010000	\$1.22	\$1.22
MILLARD RURAL FIRE	0.099395	\$12.15	\$10.55
PAPIO NATURAL RESRCE	0.024224	\$2.96	\$3.74
PAPIO NRD BOND	0.008529	\$1.04	\$0.26
MUD			
METRO COMMUNITY COLL	0.095000	\$11.61	\$10.39
AGRICULTURAL SOCIETY	0.002104	\$0.26	\$0.17
ED SERVICE UNIT 3	0.015000	\$1.83	\$1.96
SID 216	0.250000	\$30.55	\$36.66
SID 216 BOND	0.500000	\$61.10	\$54.99
<b>Total</b>	<b>2.534152</b>	<b>309.68</b>	<b>\$304.44</b>
Totals do not include tax credit.			



PARCEL NUMBER: 011583422

**ATTENTION:**  
 Is someone else paying your taxes?  
 Read paragraph one on reverse side.  
 Tax Sale Certificate on file.  
 Please contact the county treasurer's office:  
 402-593-2143

↓ DETACH AND RETURN ↓

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

<b>INVOICE # 29683</b>		<b>Page 1</b>
<b>ACCOUNT NO.</b> SI216-1	<b>OP</b> PV	<b>DATE</b> 02/11/14

**SID #216 of Sarpy County**  
 c/o Mark LaPuzza  
 10250 Regency Cr. #300  
 Omaha, NE 68114

<b>Itm #</b>	<b>Eff Date</b>	<b>Trn</b>	<b>Type</b>	<b>Policy #</b>	<b>Description</b>	<b>Amount</b>
456324	02/16/14	REN	GLIA	CGSNEG0182	Liability renewal Columbia Insurance Group	\$ 696.00
456325	02/16/14	REN	PE&O	EOLNEG0182	Public Official E&O renewal Columbia Insurance Group	\$ 1,593.00
<b>Invoice Balance:</b>						<b>\$ 2,289.00</b>



10250 Regency Circle, Suite 300  
 Omaha, Nebraska 68114-3728  
 Telephone (402) 397-5500  
 Fax (402) 397-4853  
 www.pheblaw.com

FED. I.D. NO. 47-0391049

S.I.D. #216, Sarpy County  
 10250 Regency Circle, Suite 300  
 Omaha NE 68114

Page: 1  
 02/10/2014  
 ACCOUNT NO. 14686-000X  
 4

## General Matters

		HOURS	
11/08/2013	LA	0.50	42.50
11/14/2013	MJL	0.30	72.00
11/19/2013	LA	1.00	85.00
	MJL	0.30	72.00
11/20/2013	MJL	0.30	72.00
11/22/2013	MJL	1.80	432.00
11/26/2013	LA	1.50	127.50
	LA	2.00	170.00
	MJL	0.20	48.00
12/04/2013	LA	0.20	17.00
12/05/2013	MJL	0.30	72.00
12/09/2013	LA	0.50	42.50

S.I.D. #216, Sarpy County

Page: 2  
02/10/2014  
ACCOUNT NO. 14686-000X  
4

General Matters

		HOURS	
12/10/2013	LA	0.50	42.50
	Prepare and record Annual SID Statement with Register of Deeds.		
12/16/2013	MJL	0.30	72.00
	Review email correspondence regarding audit report; Briefly review draft item regarding same.		
12/18/2013	MJL	0.30	72.00
	Review briefly final financials from auditor/accountant.		
01/30/2014	LA	0.50	42.50
	Prepare Notice to be sent to Clerk and for publication.		
	FOR CURRENT SERVICES RENDERED THRU 01/31/2014	10.50	1,481.50

RECAPITULATION

ATTORNEY	HOURS	HOURLY RATE	TOTAL
Mark J. LaPuzza	3.80	\$240.00	\$912.00
Carissa Winter	6.70	85.00	569.50

11/27/2013	Photocopies		22.80
11/27/2013	Postage		0.46
12/05/2013	Messenger Delivery Service		15.00
12/19/2013	Register of Deeds - Filing Fee		10.00
12/31/2013	Messenger Delivery Service		15.00
12/31/2013	Postage		16.94
12/31/2013	Photocopies		58.00
01/31/2014	Photocopies		22.40
01/31/2014	Postage		1.44
	TOTAL EXPENSES		162.04
	TOTAL CURRENT STATEMENT		1,643.54

S.I.D. #216, Sarpy County

Page: 3  
02/10/2014  
ACCOUNT NO. 14686-000X  
4

General Matters

	PREVIOUS BALANCE	\$1,636.46
11/27/2013	PAYMENT	-1,636.46
	BALANCE DUE	<u>\$1,643.54</u>

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 216 OF SARPY COUNTY, NEBRASKA

TO: TREASURER OF SARPY COUNTY, NEBRASKA  
(Et. Office Treasurer of the District)

PAY TO: Signature Advertising & Display, Inc.-----  
OR SUBSEQUENT REGISTERED OWNER HEREOF

ISSUE DATE February 13 NO. 2767  
20 14

..... Two Hundred Thirty-Seven Dollars and Thirty-Eight Cents .....\$237.38  
DOLLARS \$

AND CHARGE TO THE GENERAL ACCOUNT OF THE DISTRICT.  
IF THIS WARRANT IS REGISTERED BY THE COUNTY TREASURER, THE FOLLOWING PROVISIONS SHALL APPLY:  
THIS WARRANT SHALL DRAW INTEREST AT THE RATE OF 7 PER CENTUM PER ANNUM FROM DATE OF REGISTRATION UNTIL PAID, PAYABLE UPON REDEMPTION  
HEREOF. PAYMENT OF PRINCIPAL AND ACCRUED INTEREST SHALL BE MADE UPON PRESENTATION OF THIS WARRANT TO THE PAYING AGENT AND REGISTRAR MAY TREAT THE  
MAINTAIN RECORDS OF THE OWNERSHIP AND TRANSFER HEREOF AND THE DISTRICT, THE COUNTY TREASURER AND THE PAYING AGENT AND REGISTRAR MAY TREAT THE  
REGISTERED OWNER AS SHOWN BY SUCH RECORDS AS THE ABSOLUTE OWNER FOR ALL PURPOSES. THE OWNERSHIP OF THIS WARRANT MAY BE TRANSFERRED ONLY UPON  
REGISTRATION HEREOF TO THE REGISTRAR, ACCOMPANIED BY AN ASSIGNMENT IN FORM SATISFACTORY TO THE REGISTRAR, DULY EXECUTED BY THE REGISTERED OWNER OR  
DULY AUTHORIZED AGENT.  
February 13 17 UNLESS REDEEMED PRIOR TO SAID DATE, NOTICE OF REDEMPTION PRIOR TO MATURITY SHALL BE  
MAILED TO THE REGISTERED OWNER AT LEAST 7 DAYS PRIOR TO REDEMPTION DATE.  
THE PAYING AGENT AND REGISTRAR FOR THIS WARRANT IS:  
BANKERS TRUST COMPANY  
10250 Regency Circle, Suite 115, Omaha, NE 68114-3796  
CHAIRMAN  
David E. Horne  
IN PAYMENT OF Invoice No. 9783  
CLERK

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 216 OF SARPY COUNTY, NEBRASKA

TO: TREASURER OF SARPY COUNTY, NEBRASKA  
(Et. Office Treasurer of the District)

PAY TO: Greenliff Gardens-----  
OR SUBSEQUENT REGISTERED OWNER HEREOF

ISSUE DATE February 13 NO. 2769  
20 14

..... Two Thousand Two Hundred Seventy-Six Dollars and Eighty-Nine Cents .....\$2,276.89  
DOLLARS \$

AND CHARGE TO THE GENERAL ACCOUNT OF THE DISTRICT.  
IF THIS WARRANT IS REGISTERED BY THE COUNTY TREASURER, THE FOLLOWING PROVISIONS SHALL APPLY:  
THIS WARRANT SHALL DRAW INTEREST AT THE RATE OF 7 PER CENTUM PER ANNUM FROM DATE OF REGISTRATION UNTIL PAID, PAYABLE UPON REDEMPTION  
HEREOF. PAYMENT OF PRINCIPAL AND ACCRUED INTEREST SHALL BE MADE UPON PRESENTATION OF THIS WARRANT TO THE PAYING AGENT AND REGISTRAR MAY TREAT THE  
MAINTAIN RECORDS OF THE OWNERSHIP AND TRANSFER HEREOF AND THE DISTRICT, THE COUNTY TREASURER AND THE PAYING AGENT AND REGISTRAR MAY TREAT THE  
REGISTERED OWNER AS SHOWN BY SUCH RECORDS AS THE ABSOLUTE OWNER FOR ALL PURPOSES. THE OWNERSHIP OF THIS WARRANT MAY BE TRANSFERRED ONLY UPON  
REGISTRATION HEREOF TO THE REGISTRAR, ACCOMPANIED BY AN ASSIGNMENT IN FORM SATISFACTORY TO THE REGISTRAR, DULY EXECUTED BY THE REGISTERED OWNER OR  
DULY AUTHORIZED AGENT.  
February 13 17 UNLESS REDEEMED PRIOR TO SAID DATE, NOTICE OF REDEMPTION PRIOR TO MATURITY SHALL BE  
MAILED TO THE REGISTERED OWNER AT LEAST 7 DAYS PRIOR TO REDEMPTION DATE.  
THE PAYING AGENT AND REGISTRAR FOR THIS WARRANT IS:  
BANKERS TRUST COMPANY  
10250 Regency Circle, Suite 115, Omaha, NE 68114-3796  
CHAIRMAN  
David E. Horne  
IN PAYMENT OF Invoice No. 29458  
CLERK

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 216 OF SARPY COUNTY, NEBRASKA

TO: TREASURER OF SARPY COUNTY, NEBRASKA  
(Et. Office Treasurer of the District)

PAY TO: N.P. Dodge Insurance Agency, Inc.-----  
OR SUBSEQUENT REGISTERED OWNER HEREOF

ISSUE DATE February 13 NO. 2771  
20 14

..... Two Thousand Two Hundred Eighty-Nine Dollars and Zero Cents .....\$2,289.00  
DOLLARS \$

AND CHARGE TO THE GENERAL ACCOUNT OF THE DISTRICT.  
IF THIS WARRANT IS REGISTERED BY THE COUNTY TREASURER, THE FOLLOWING PROVISIONS SHALL APPLY:  
THIS WARRANT SHALL DRAW INTEREST AT THE RATE OF 7 PER CENTUM PER ANNUM FROM DATE OF REGISTRATION UNTIL PAID, PAYABLE UPON REDEMPTION  
HEREOF. PAYMENT OF PRINCIPAL AND ACCRUED INTEREST SHALL BE MADE UPON PRESENTATION OF THIS WARRANT TO THE PAYING AGENT AND REGISTRAR MAY TREAT THE  
MAINTAIN RECORDS OF THE OWNERSHIP AND TRANSFER HEREOF AND THE DISTRICT, THE COUNTY TREASURER AND THE PAYING AGENT AND REGISTRAR MAY TREAT THE  
REGISTERED OWNER AS SHOWN BY SUCH RECORDS AS THE ABSOLUTE OWNER FOR ALL PURPOSES. THE OWNERSHIP OF THIS WARRANT MAY BE TRANSFERRED ONLY UPON  
REGISTRATION HEREOF TO THE REGISTRAR, ACCOMPANIED BY AN ASSIGNMENT IN FORM SATISFACTORY TO THE REGISTRAR, DULY EXECUTED BY THE REGISTERED OWNER OR  
DULY AUTHORIZED AGENT.  
February 13 17 UNLESS REDEEMED PRIOR TO SAID DATE, NOTICE OF REDEMPTION PRIOR TO MATURITY SHALL BE  
MAILED TO THE REGISTERED OWNER AT LEAST 7 DAYS PRIOR TO REDEMPTION DATE.  
THE PAYING AGENT AND REGISTRAR FOR THIS WARRANT IS:  
BANKERS TRUST COMPANY  
10250 Regency Circle, Suite 115, Omaha, NE 68114-3796  
CHAIRMAN  
David E. Horne  
IN PAYMENT OF Account No. 5126-1  
CLERK

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 216 OF SARPY COUNTY, NEBRASKA

TO: TREASURER OF SARPY COUNTY, NEBRASKA  
(Et. Office Treasurer of the District)

PAY TO: Omaha Public Power District-----  
OR SUBSEQUENT REGISTERED OWNER HEREOF

ISSUE DATE February 13 NO. 2766  
20 14

..... Seven Thousand Five Hundred Fifty-Three Dollars and Twenty-Four Cents .....\$7,553.24  
DOLLARS \$

AND CHARGE TO THE GENERAL ACCOUNT OF THE DISTRICT.  
IF THIS WARRANT IS REGISTERED BY THE COUNTY TREASURER, THE FOLLOWING PROVISIONS SHALL APPLY:  
THIS WARRANT SHALL DRAW INTEREST AT THE RATE OF 7 PER CENTUM PER ANNUM FROM DATE OF REGISTRATION UNTIL PAID, PAYABLE UPON REDEMPTION  
HEREOF. PAYMENT OF PRINCIPAL AND ACCRUED INTEREST SHALL BE MADE UPON PRESENTATION OF THIS WARRANT TO THE PAYING AGENT AND REGISTRAR MAY TREAT THE  
MAINTAIN RECORDS OF THE OWNERSHIP AND TRANSFER HEREOF AND THE DISTRICT, THE COUNTY TREASURER AND THE PAYING AGENT AND REGISTRAR MAY TREAT THE  
REGISTERED OWNER AS SHOWN BY SUCH RECORDS AS THE ABSOLUTE OWNER FOR ALL PURPOSES. THE OWNERSHIP OF THIS WARRANT MAY BE TRANSFERRED ONLY UPON  
REGISTRATION HEREOF TO THE REGISTRAR, ACCOMPANIED BY AN ASSIGNMENT IN FORM SATISFACTORY TO THE REGISTRAR, DULY EXECUTED BY THE REGISTERED OWNER OR  
DULY AUTHORIZED AGENT.  
February 13 17 UNLESS REDEEMED PRIOR TO SAID DATE, NOTICE OF REDEMPTION PRIOR TO MATURITY SHALL BE  
MAILED TO THE REGISTERED OWNER AT LEAST 7 DAYS PRIOR TO REDEMPTION DATE.  
THE PAYING AGENT AND REGISTRAR FOR THIS WARRANT IS:  
BANKERS TRUST COMPANY  
10250 Regency Circle, Suite 115, Omaha, NE 68114-3796  
CHAIRMAN  
David E. Horne  
IN PAYMENT OF Account No. 9254119457  
CLERK

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 216 OF SARPY COUNTY, NEBRASKA

TO: TREASURER OF SARPY COUNTY, NEBRASKA  
(Et. Office Treasurer of the District)

PAY TO: Dazen, Inc.-----  
OR SUBSEQUENT REGISTERED OWNER HEREOF

ISSUE DATE February 13 NO. 2768  
20 14

..... One Thousand Nine Hundred Twelve Dollars and Fifty Cents .....\$1,912.50  
DOLLARS \$

AND CHARGE TO THE GENERAL ACCOUNT OF THE DISTRICT.  
IF THIS WARRANT IS REGISTERED BY THE COUNTY TREASURER, THE FOLLOWING PROVISIONS SHALL APPLY:  
THIS WARRANT SHALL DRAW INTEREST AT THE RATE OF 7 PER CENTUM PER ANNUM FROM DATE OF REGISTRATION UNTIL PAID, PAYABLE UPON REDEMPTION  
HEREOF. PAYMENT OF PRINCIPAL AND ACCRUED INTEREST SHALL BE MADE UPON PRESENTATION OF THIS WARRANT TO THE PAYING AGENT AND REGISTRAR MAY TREAT THE  
MAINTAIN RECORDS OF THE OWNERSHIP AND TRANSFER HEREOF AND THE DISTRICT, THE COUNTY TREASURER AND THE PAYING AGENT AND REGISTRAR MAY TREAT THE  
REGISTERED OWNER AS SHOWN BY SUCH RECORDS AS THE ABSOLUTE OWNER FOR ALL PURPOSES. THE OWNERSHIP OF THIS WARRANT MAY BE TRANSFERRED ONLY UPON  
REGISTRATION HEREOF TO THE REGISTRAR, ACCOMPANIED BY AN ASSIGNMENT IN FORM SATISFACTORY TO THE REGISTRAR, DULY EXECUTED BY THE REGISTERED OWNER OR  
DULY AUTHORIZED AGENT.  
February 13 17 UNLESS REDEEMED PRIOR TO SAID DATE, NOTICE OF REDEMPTION PRIOR TO MATURITY SHALL BE  
MAILED TO THE REGISTERED OWNER AT LEAST 7 DAYS PRIOR TO REDEMPTION DATE.  
THE PAYING AGENT AND REGISTRAR FOR THIS WARRANT IS:  
BANKERS TRUST COMPANY  
10250 Regency Circle, Suite 115, Omaha, NE 68114-3796  
CHAIRMAN  
David E. Horne  
IN PAYMENT OF Invoice No. WPS2014001  
CLERK

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 216 OF SARPY COUNTY, NEBRASKA

TO: TREASURER OF SARPY COUNTY, NEBRASKA  
(Et. Office Treasurer of the District)

PAY TO: Rich James, Sarpy County Treasurer-----  
OR SUBSEQUENT REGISTERED OWNER HEREOF

ISSUE DATE February 13 NO. 2770  
20 14

..... Three Hundred One Dollars and Sixty-Two Cents .....\$301.62  
DOLLARS \$

AND CHARGE TO THE GENERAL ACCOUNT OF THE DISTRICT.  
IF THIS WARRANT IS REGISTERED BY THE COUNTY TREASURER, THE FOLLOWING PROVISIONS SHALL APPLY:  
THIS WARRANT SHALL DRAW INTEREST AT THE RATE OF 7 PER CENTUM PER ANNUM FROM DATE OF REGISTRATION UNTIL PAID, PAYABLE UPON REDEMPTION  
HEREOF. PAYMENT OF PRINCIPAL AND ACCRUED INTEREST SHALL BE MADE UPON PRESENTATION OF THIS WARRANT TO THE PAYING AGENT AND REGISTRAR MAY TREAT THE  
MAINTAIN RECORDS OF THE OWNERSHIP AND TRANSFER HEREOF AND THE DISTRICT, THE COUNTY TREASURER AND THE PAYING AGENT AND REGISTRAR MAY TREAT THE  
REGISTERED OWNER AS SHOWN BY SUCH RECORDS AS THE ABSOLUTE OWNER FOR ALL PURPOSES. THE OWNERSHIP OF THIS WARRANT MAY BE TRANSFERRED ONLY UPON  
REGISTRATION HEREOF TO THE REGISTRAR, ACCOMPANIED BY AN ASSIGNMENT IN FORM SATISFACTORY TO THE REGISTRAR, DULY EXECUTED BY THE REGISTERED OWNER OR  
DULY AUTHORIZED AGENT.  
February 13 17 UNLESS REDEEMED PRIOR TO SAID DATE, NOTICE OF REDEMPTION PRIOR TO MATURITY SHALL BE  
MAILED TO THE REGISTERED OWNER AT LEAST 7 DAYS PRIOR TO REDEMPTION DATE.  
THE PAYING AGENT AND REGISTRAR FOR THIS WARRANT IS:  
BANKERS TRUST COMPANY  
10250 Regency Circle, Suite 115, Omaha, NE 68114-3796  
CHAIRMAN  
David E. Horne  
IN PAYMENT OF Statement No. 2013-50683  
CLERK

