

## CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of Sanitary and Improvement District Number 104 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 11<sup>th</sup> day of March 2010.

  
\_\_\_\_\_  
John R. Hill, Jr., Chairperson

  
\_\_\_\_\_  
Shari Hoelker, Clerk

SANITARY AND IMPROVEMENT DISTRICT NO. 104  
OF  
SARPY COUNTY, NEBRASKA  
BOARD OF TRUSTEES MEETING  
March 11, 2010

MINUTES

PRESENT: Shari Hoelker, John R. Hill, Jr., Michael Walker and Brian McKenzie  
ABSENT: Jillian Burns  
LOCATION: 7020 Highland Boulevard, Omaha, Nebraska  
TIME: 6:30 p.m.

Notice was given in advance thereof by publication in The Times, the designated method for giving notice on March 4, 2010, a copy of the Proof of Publication being attached to these minutes. Notice of this meeting was 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 Chairperson 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.

The Chairperson advised the Board that the first order of business to come before the Board was the approval of the Board to enter into a contract with United Engineering, Inc. for engineering services for the District. A copy of the contract is attached to these minutes. The Chairperson advised that due to a conflict of interest, Patrick J. Sullivan, the District's attorney had provided the Board with a Disclosure Letter. The letter disclosed the attorney's conflict. The contract could be cancelled at anytime by the District and the contract seemed to meet the needs of the District. Trustee John R. Hill, Jr. introduced the following resolution and moved its adoption:

BE IT RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 104 of Sarpy County, Nebraska that the Board of Trustees hereby approves signing the Disclosure Letter consenting to the conflict and continued representation of both parties by Patrick J. Sullivan, and further approves the contract with United Engineering, Inc. as attached hereto and that the Chairperson and Clerk be and they hereby are authorized and directed to execute said contract on behalf of the District.

Motion seconded by Shari Hoelker. On roll call, the following voted for the passage and adoption of said resolution:

AYE: John R. Hill, Jr., Shari Hoelker, Michael Walker and Brian McKenzie  
The following voted NAY: None

Thereupon the Chairperson declared said motion carried and said resolution passed and adopted.

The Clerk then presented the following statements and recommended the issuance of warrants in payment thereof:

**General Warrants**

<b>OPPD</b>	<b>\$ 3,933.15</b>
<b>Omaha World-Herald</b>	<b>\$ 8.66</b>
<b>Adams &amp; Sullivan, P.C.</b>	<b>\$ 800.00</b>

Trustee Brian McKenzie introduced the following resolutions and moved their adoption:

BE IT RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 104 of Sarpy County, Nebraska, that the Chairperson and Clerk be and they hereby are authorized and directed to execute and deliver General Warrant Nos. **3897 - 3899** of the District, dated the date of this meeting, to the following payees in the following amounts, said general warrants to be drawn on the **General Fund** of the District and to draw interest at the rate of Seven percent (7%) per annum (interest to be payable in February of each year) and to be redeemed no later than **March 11, 2013**, each 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. 3897 for \$3,933.15 payable to OPPD**
- Warrant No. 3898 for \$8.66 payable to Omaha World Herald**
- Warrant No. 3899 for \$800.00 payable to Adams & Sullivan, P.C.**

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 104 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.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 104 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 in 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.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 104 of Sarpy County, Nebraska, that this and the preceding resolutions are hereby adopted as the Certificate With Respect to Arbitrage of the District pertaining to the above warrants and the District and the Chairman and Clerk of the District hereby further certify, as of the date of the registration of the above warrants with the County Treasurer of Sarpy County, Nebraska, as follows:

1. No separate reserve or replacement fund has been or will be established with respect to the above warrants. The District reasonably anticipates that monies in its Bond Fund reasonably attributable to the above warrants in excess of the lesser of: (a) 10% of the net principal proceeds of the above warrants, (b) the maximum annual debt service due on the above warrants or (c) 125% of annual debt service due on the above warrants will be expended for payment of principal of an interest on the above warrants within thirteen 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 months after receipt of such monies, plus that amount arrived at pursuant to the immediately preceding sentence, will not be invested in any securities or any other investment obligations which bear a yield, as computed in accordance with the actuarial method, in excess of the yield on the above warrants.

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

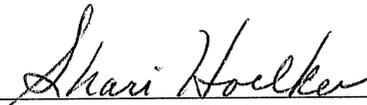
3. The District has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its bonds.

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

Motion seconded by Trustee John R. Hill, Jr.. On roll call, the following voted for the passage and adoption of said resolution:

AYE: Michael Walker, ~~Jillian Burns~~, Shari Hoelker, John R. Hill, Jr. and Brian McKenzie  
The following voted NAY: None.

Thereupon, the Chairperson declared said motion carried and said resolution passed and adopted.

  
\_\_\_\_\_  
Shari Hoelker, Clerk

  
\_\_\_\_\_  
John R. Hill, Jr., Chairperson



ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF MEETING

The undersigned Trustees of Sanitary and Improvement District No. 104 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 6:30 p.m. on March 11, 2010, at 7020 Highland Boulevard, LaVista, Nebraska.

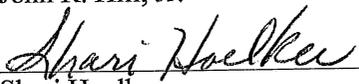
Dated this 11<sup>th</sup> day of March 2010

\_\_\_\_\_  
Jillian Burns

  
\_\_\_\_\_  
Brian McKenzie

  
\_\_\_\_\_  
Michael Walker

  
\_\_\_\_\_  
John R. Hill, Jr.

  
\_\_\_\_\_  
Shari Hoelker

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of March 11, 2010 ("Effective Date") between

Sanitary & Improvement District No. 104, Sarpy County, Nebraska ("Owner")

and United Engineering, Inc. ("Engineer")

Engineer agrees to provide the services described below to Owner for District ("Project").

Description of Engineer's  
Services:

General Engineering Services

Owner and Engineer further agree as follows:

**1.01 Basic Agreement**

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

**2.01 Payment Procedures**

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

**3.01 Additional Services**

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

**4.01 Termination**

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer=s responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer=s services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer=s control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

### 5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

### 6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the

extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

### 7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer=s services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor=s work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor=s work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor=s work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor=s failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor=s agents or employees or any other persons (except Engineer=s own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

## 8.01 Total Agreement

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**9.01 Payment (Hourly Rates Plus Reimbursable Expenses)**

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.

2. Engineer's Standard Hourly Rates are attached as Appendix 1.

3. The total compensation for services and reimbursable expenses is estimated to be \$ \_\_\_\_\_

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding \_\_\_\_ months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER:

By:

*Shari A. Shelton*

By:

\_\_\_\_\_

Title:

*Clerk*

Title:

\_\_\_\_\_

Date Signed:

*3-11-10*

Date Signed:

\_\_\_\_\_

License or Certificate No. and State \_\_\_\_\_

Address for giving notices:

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

Address for giving notices:

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

**DISCLOSURE BY ATTORNEY  
AND  
CONSENT BY PARTIES**

PATRICK J. SULLIVAN, Attorney at Law, hereinafter "Attorney", has been retained by Sanitary and Improvement District No. 104, Sarpy County, Nebraska, hereinafter "SID 104", and United Engineering, Inc., hereinafter, "United" to represent them in the following:

SID 104 has retained Attorney for representation of SID 104 in various functions of the District and continues to represent the same. Specifically, SID 104 has requested Attorney to review a proposed contract for engineering services to be provided the District by United. Furthermore, Attorney has been retained by United for formation of the corporation and on various other matters and continues to represent the same.

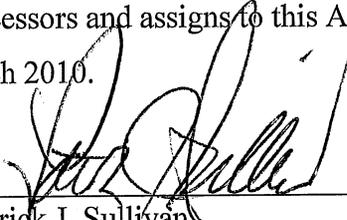
Legal matters may arise between the parties that create a conflict of interest for Attorney and the firm to which he is affiliated, Adams & Sullivan, P.C. SID 104 and United hereby consent to Attorney representing and continuing to represent the other party and in the event that either party takes action against the other party Attorney shall not represent either parties with regard to that action. In particular, United has presented a contract to SID 104 for engineering services. This contract has rights and liabilities delineated to each party. SID 104 acknowledges the fact that the contract may be terminated at anytime by SID 104.

SID 104 and United have been advised by Attorney to seek separate legal advise with respect to the legal implications of this agreement prior to signing this Agreement.

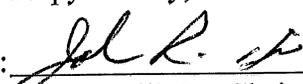
SID 104 and United may, at any time, withdraw the consent and Attorney must withdraw from representation of one or both of the parties as it relates to matters between the parties so as to eliminate the appearance of any conflict of interest.

SID 104 and United bind their successors and assigns to this Agreement.

DATED this 15<sup>th</sup> day of March 2010.

  
\_\_\_\_\_  
Patrick J. Sullivan

Sanitary & Improvement District No. 104,  
Sarpy County, Nebraska

By:   
John R. Hill, Jr., Chairperson  
United Engineering, Inc., a Nebraska  
Corporation,

By: \_\_\_\_\_  
Robert Naumann, President

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 104 OF SARPY COUNTY, NEBRASKA

TO: TREASURER OF SARPY COUNTY, NEBRASKA  
(Ex Officio Treasurer of the District)

ISSUE DATE March 11, 20 10 NO. 3897

PAY TO OPPD OR SUBSEQUENT REGISTERED OWNER HEREOF

Three Thousand Nine Hundred Thirty-Three & 15/100 DOLLARS (\$ 3,933.15)

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 THEN DUE SHALL BE MADE UPON PRESENTATION OF THIS WARRANT TO THE PAYING AGENT. THE REGISTRAR SHALL 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 PRESENTATION HEREOF TO THE REGISTRAR, ACCOMPANIED BY AN ASSIGNMENT IN FORM SATISFACTORY TO THE REGISTRAR, DULY EXECUTED BY THE REGISTERED OWNER OR DULY AUTHORIZED AGENT.

THIS WARRANT SHALL BECOME DUE ON March 11, 20 13 (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:

**GREAT WESTERN BANK**  
9290 West Dodge Road, Suite 202, Omaha, NE 68114-3320

IN PAYMENT OF Account No. 9604100080

*J. R. H.* CHAIRMAN  
*Shari Hoelker* CLERK

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 104 OF SARPY COUNTY, NEBRASKA

TO: TREASURER OF SARPY COUNTY, NEBRASKA  
(Ex Officio Treasurer of the District)

ISSUE DATE March 11, 20 10 NO. 3898

PAY TO Omaha World-Herald OR SUBSEQUENT REGISTERED OWNER HEREOF

Eight & 66/100 DOLLARS (\$ 8.66)

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 THEN DUE SHALL BE MADE UPON PRESENTATION OF THIS WARRANT TO THE PAYING AGENT. THE REGISTRAR SHALL 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 PRESENTATION HEREOF TO THE REGISTRAR, ACCOMPANIED BY AN ASSIGNMENT IN FORM SATISFACTORY TO THE REGISTRAR, DULY EXECUTED BY THE REGISTERED OWNER OR DULY AUTHORIZED AGENT.

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THE PAYING AGENT AND REGISTRAR FOR THIS WARRANT IS:

**GREAT WESTERN BANK**  
9290 West Dodge Road, Suite 202, Omaha, NE 68114-3320

IN PAYMENT OF \_\_\_\_\_

*J. R. H.* CHAIRMAN  
*Shari Hoelker* CLERK

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 104 OF SARPY COUNTY, NEBRASKA

TO: TREASURER OF SARPY COUNTY, NEBRASKA  
(Ex Officio Treasurer of the District)

ISSUE DATE March 11, 20 10 NO. 3899

PAY TO Adams & Sullivan, P.C. OR SUBSEQUENT REGISTERED OWNER HEREOF

Eight Hundred & 00/100 DOLLARS (\$ 800.00)

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 THEN DUE SHALL BE MADE UPON PRESENTATION OF THIS WARRANT TO THE PAYING AGENT. THE REGISTRAR SHALL 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 PRESENTATION HEREOF TO THE REGISTRAR, ACCOMPANIED BY AN ASSIGNMENT IN FORM SATISFACTORY TO THE REGISTRAR, DULY EXECUTED BY THE REGISTERED OWNER OR DULY AUTHORIZED AGENT.

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THE PAYING AGENT AND REGISTRAR FOR THIS WARRANT IS:

**GREAT WESTERN BANK**  
9290 West Dodge Road, Suite 202, Omaha, NE 68114-3320

IN PAYMENT OF \_\_\_\_\_

*J. R. H.* CHAIRMAN  
*Shari Hoelker* CLERK



ACCOUNT NUMBER: 9604100080  
0014329 2 0225

STATEMENT DATE February 25, 2010

Amount Paid \_\_\_\_\_

Net Amount Due Upon Receipt **\$7,862.44**

Total Amount Due After Mar 17, 2010 **\$7,862.44**



SID 104 SARPY  
% PATTI PAPEK  
1246 GOLDEN GATE DR STE 1  
PAPILLION NE 68046-2843

PO BOX 3995  
OMAHA NE 68103-0995

01960410008020000078624400000786244201003176

Please return this portion with payment - Bring entire bill when making payment in the office

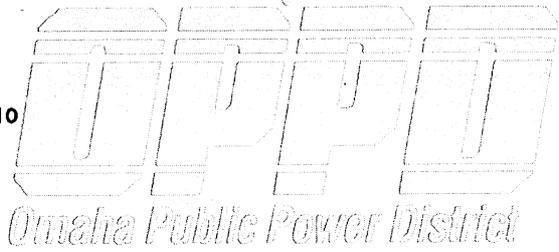
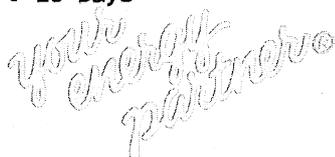
Customer Name: SID 104 SARPY  
Service Location: 12809 LILLIAN ST,STLT  
OMAHA NE  
Account Number: 9604100080

For Bill Inquiries Call The  
Omaha Office (402) 346-4636

Billing Period

From To  
1-28-2010 2-25-2010

Method No. Count of Lamps @ Price per Lamp	Amount
Method 61211 60 Lamps @ \$17.03 per Lamp @ 28 Days	1,021.80
Fuel And Purchased Power Adjustment	.00
Sales Tax	56.20
Method 15211 155 Lamps @ \$17.46 per Lamp @ 28 Days	2,706.30
Fuel And Purchased Power Adjustment	.00
Sales Tax	148.85
<b>Total Current Bill</b>	<b>3,933.15</b>
Account Status from Prior Bill	3,929.29
Payments Received	0.00
<b>Amount Due Upon Receipt</b>	<b>\$7,862.44</b>
<b>Total Amount Due After 03/17/10</b>	<b>\$7,862.44</b>



AFFIDAVIT OF PUBLICATION

STATE OF NEBRASKA }  
 } SS.  
County of Sarpy }

Being duly sworn, upon oath, Shon Barenklau deposes and says that he is the Publisher or Kirk Hoffman deposes and says that he is the Business Manager of the **Bellevue Leader, Papillion Times, Gretna Breeze and Springfield Monitor**, legal newspapers of general circulation in Sarpy County, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on:

Thursday, March 4, 2010 Papillion Times

And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.

*Kirk Hoffman*

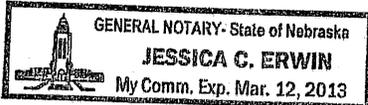
Shon Barenklau OR Kirk Hoffman  
Publisher Business Manager

NOTICE OF MEETING  
SANITARY IMPROVEMENT DISTRICT  
NO. 104  
OF SARPY COUNTY, NEBRASKA  
NOTICE IS HEREBY GIVEN that a meeting of the Board of trustees of Sanitary and Improvement District No. 104 of Sarpy County, Nebraska, will be held at 6:30 P.M. on Thurs. Mar. 11, 2009, at 7020 Highland Blvd., Omaha, Nebraska, which meeting will be open to the public. An Agenda for such meeting kept continuously current is available for public inspection at the principal office of the Board 7020 Highland Blvd., Omaha, Nebraska, and includes payment of bills of the District.  
Signed, John Hill, Chairperson  
1200379; 3/4

Today's Date 03-02-2010  
Signed in my presence and sworn to before me:

*Jessica C Erwin*

Notary Public



Printer's Fee \$ 8.25  
Customer Number: 153959  
Order Number: 0001200379

CUSTOMER

SHARI HOELKER  
7020 Highland Blvd  
OMAHA NE 68138-3234



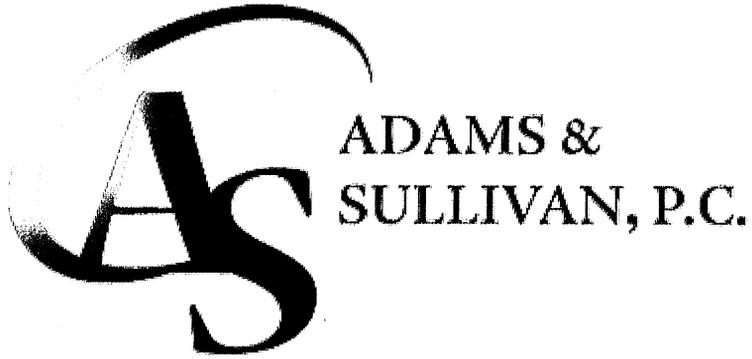
1314 Douglas Street, Suite 650  
Omaha, NE 68102-1811

FOR BILLING QUESTIONS, CALL (402) 444-1554

DUE DATE	CUSTOMER NUMBER	INVOICE NUMBER
03/15/10	153959	153959-100228
INVOICE DATE	BILLING PERIOD	PAYMENT TERM
02/28/10	02/01 - 02/28/10	Net the 15th

001 of 001

START DATE	END DATE	ACCOUNT NUMBER/CLIENT NAME	REFERENCE NUMBER	CLASS/PAGE	KEYWORD/DISTRIBUTION	PURCHASE ORDER NO.	TIMES RAN	TOTAL UNITS	BASE RATE	GROSS AMOUNT	NET AMOUNT																											
02/04/10	02/04/10	BEGINNING BALANCE									0.41																											
02/18/10	02/18/10	SNI Classified SNI Legals Papillion Le SNI Classified SNI Legals Papillion Le	1188955 1192950	SNI LENDITICE OF MEE SNI LENDITICE OF MEE		sid 104 SID 104	1 1	4.17 4.17		16.50	8.25 8.25																											
02/19/10	02/19/10	TOTAL CLASSIFIED ACTIVITY Payment- Cash									-8.25																											
Effective April 1, 2006 credit cards will no longer be accepted for payment on open commercial accounts. WE APPRECIATE YOUR BUSINESS																																						
<table border="1"> <thead> <tr> <th colspan="2">CASH DISCOUNT</th> <th colspan="4">AGING</th> <th>CURRENT NET AMOUNT</th> <th>TOTAL TAX AMOUNT</th> <th>TOTAL NET AMOUNT DUE</th> </tr> <tr> <th>30 DAYS</th> <th>60 DAYS</th> <th>90 DAYS</th> <th>120 DAYS</th> <th></th> <th></th> <th></th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>0.00</td> <td>-7.84</td> <td>0.00</td> <td>0.00</td> <td></td> <td>16.50</td> <td></td> <td></td> <td>8.66</td> </tr> </tbody> </table>												CASH DISCOUNT		AGING				CURRENT NET AMOUNT	TOTAL TAX AMOUNT	TOTAL NET AMOUNT DUE	30 DAYS	60 DAYS	90 DAYS	120 DAYS						0.00	-7.84	0.00	0.00		16.50			8.66
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0.00	-7.84	0.00	0.00		16.50			8.66																														



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Adams & Sullivan, P.C.  
1246 Golden Gate Drive  
Papillion, NE 68046

Shari Hoelker  
7020 Highland Boulevard  
Omaha, NE 68128

Date: 3/11/2010

Regarding: SID 104, Monthly Retainer  
Invoice No: 03666

***Services Rendered***

<u>Date</u>	<u>Description</u>	
3/11/2010	Legal services provided the District	
		Total Fees <u>\$800.00</u>
	Total New Charges	<u>\$800.00</u>