

## 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.

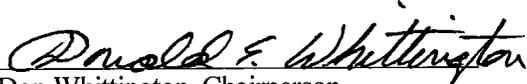
3. All of the subjects addressed at the Meeting were contained in the agenda for the Meeting, which agenda was kept continually current and readily available for public inspection at the address listed in the meeting notice for the Meeting and a copy of which is attached to this Certificate; such subjects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

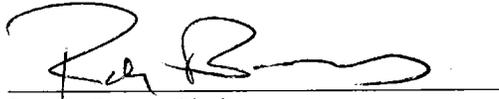
4. A current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during the Meeting in the room in which such Meeting was held and all in attendance at the Meeting were informed that such copy of the Nebraska Open Meetings Act was available for review 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 September 2013.

  
Don Whittington, Chairperson

  
Randy Burns, Clerk

# SANITARY AND IMPROVEMENT DISTRICT NO. 104

OF

## SARPY COUNTY, NEBRASKA

BOARD OF TRUSTEES MEETING

September 11, 2013

### MINUTES

PRESENT: Randy Burns, Don Whittington, Kim R. Johnston and Joseph Chase

ABSENT: Vince Bellino

LOCATION: 1246 Golden Gate Drive, Suite 1, Papillion, Nebraska

TIME: 6:45 p.m.

Notice was given in advance thereof by publication in The Papillion Times, the designated method for giving notice on September 4, 2013, 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 posted 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 1246 Golden Gate Drive, Suite 1, Papillion, Nebraska.

The Clerk 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 Clerk then directed the Board's attention to Agenda Item No. 2 and after some discussion, Trustee Don Whittington offered the following Resolution of Necessity and moved that it be proposed for adoption:

#### RESOLUTION FOR NECESSITY

BE IT RESOLVED by the Chairperson and Board of Trustees of Sanitary and Improvement District No. 104 of Sarpy County, Nebraska:

Section 1. The Chairperson and Board of Trustees of Sanitary and Improvement District No. 104 of Sarpy County, find and determine that it is desirous of proposing a Resolution of Necessity for the purpose of repairing streets within the District.

Section 2. It is hereby declared to be necessary and advisable for the District to repair certain streets within the District and in connection therewith the description of the work to be performed is as follows:

Repair paving in streets within the boundaries of the District, including sawcutting, removal of existing paving, repair and preparation of subgrade, replacement of paving with Portland Cement Concrete paving, removal and replacement of curb inlet tops, sodding disturbed areas and all other

work that may be considered incidental thereto in various locations in the streets.

The outer boundaries of the area which may be subject to special assessment are the same as the outer boundaries of the Sanitary and Improvement District No. 104 of Sarpy County, Nebraska as surveyed, platted and recorded in Sarpy County, Nebraska.

Section 3: That the plans and specifications for the paving have been prepared by United Engineering, Inc., consulting engineers employed by the District for such purpose, and on September 10, 2013, were filed with the Board of Trustees of the District. Said engineers have also made and on September 10, 2013, did file an estimate of the total costs of the proposed improvements, which costs as estimated by said engineers are as follows:

Estimated total construction costs	\$107,500.00
Estimated engineering, legal & misc. costs	\$ 21,500.00
Estimated total project cost	\$129,000.00

Section 4: To pay the cost of said improvements, the Board of Trustees, after such improvements have been completed and accepted shall have the power to issue general warrants as a charge against the general fund of the District as a general obligation of the District at large, payable and bearing interest as provided by the statutes of the State of Nebraska. Such improvements being of general benefit to the District.

The facilities proposed by this Resolution are designed to serve members of the general public on an equal basis; ownership and operation of said facilities shall be with the District or another political subdivision; the development of the land in the district for sale and occupation by the general public shall proceed with reasonable speed.

Trustee Joseph Chase seconded the motion and on roll call the following voted in favor of the same: Randy Burns, Joseph Chase, Kim R. Johnston and Don Whittington.

The following voted NAY: None.

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

Trustee Joseph Chase then offered the following resolution and moved its adoption:

BE IT FURTHER RESOLVED that a hearing be had upon the proposed Resolution of Necessity at 6925 S. 115<sup>th</sup> Street Plaza, Omaha, Nebraska 68128 on October 10, 2013, at the hour of 6:30 p.m., at which time the owners of property in the District which might become subject to assessments for the improvements contemplated by the proposed Resolution of Necessity may appear and make objections to the proposed improvements and if a Petition opposing the resolution signed by the property owners representing a majority of the front footage which may become subject to assessment for the cost of the improvements set out in the Resolution of Necessity is filed with the Clerk of the District before three days before the date of the meeting for the hearing on said resolution, such resolution shall not be passed. At said meeting, the resolution may be amended or passed as proposed.

BE IT FURTHER RESOLVED that notice of said hearing be given by publication in the Papillion Times, a legal newspaper of general circulation in Sarpy County, Nebraska, for two consecutive weeks, and that the notice be posted in three conspicuous places in the District as required by Section 31-745, Reissue Revised Statutes of Nebraska, 1943.

Trustee Don Whittington seconded the motion and on roll call the following voted in favor of same: Randy Burns, Joseph Chase, Kim R. Johnston, Don Whittington

The following voted against the same: None.

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

Trustees Joseph Chase introduced the following resolution and moved its adoption:

BE IT FURTHER RESOLVED that the plans and specifications and estimates of cost in connection with the improvements contemplated in the proceeding resolution be approved and the Clerk authorized to advertise for receiving bids on the work as soon as legally possible.

Trustee Don Whittington seconded the motion and on roll call the following voted in favor of same: Randy Burns, Joseph Chase, Kim R. Johnston and Don Whittington.

The following voted against the same: None.

Thereupon, the Chairman declared the motion carried and said resolution was passed and

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

#### General Warrants

<b>OPPD</b>	<b>\$ 3,792.12</b>
<b>OPPD</b>	<b>\$ 2,627.00</b>
<b>Omaha World-Herald Media Group</b>	<b>\$ 49.20</b>
<b>Adams &amp; Sullivan, P.C., L.L.O.</b>	<b>\$ 900.00</b>
<b>Amerilawn</b>	<b>\$ 1,575.00</b>
<b>United Engineering, Inc.</b>	<b>\$ 800.00</b>
<b>Miracle Recreation Equipment Company</b>	<b>\$ 1,085.84</b>
<b>Van Wall Equipment</b>	<b>\$ 324.31</b>
<b>Unico Group</b>	<b>\$ 20.00</b>

Trustee Don Whittington 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. **4199 through 4207** 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 **September 11, 2016**, 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. 4199 for \$3,792.12 payable to OPPD**
- Warrant No. 4200 for \$2,627.00 payable to OPPD**
- Warrant No. 4201 for \$49.20 payable to Omaha World-Herald Media Group**
- Warrant No. 4202 for \$900.00 payable to Adams & Sullivan, P.C., L.L.O.**
- Warrant No. 4203 for \$1,575.00 payable to Amerilawn**
- Warrant No. 4204 for \$800.00 payable to United Engineering, Inc.**

**Warrant No. 4205 for \$1,085.84 payable to Miracle Recreation Equipment Company**  
**Warrant No. 4206 for \$324.31 payable to Van Wall Equipment**  
**Warrant No. 4207 for \$20.00 payable to Unico Group**

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 lessor 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.

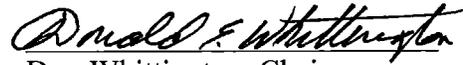
4. The Certificate is being passed, executed and delivered pursuant to Sections 1.148-2(b)(2) of the Income Tax Regulations under the Internal Revenue Code of 1986, as amended.

Motion seconded by Trustee Randy Burns.

On roll call on the foregoing Resolution the following voted in favor of the same: Randy Burns, Kim R. Johnston, Don Whittington, Vince Bellino and Joseph Chase. The following voted nay: None

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

  
Randy Burns, Clerk

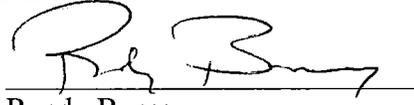
  
Don Whittington, Chairperson



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 6:45 p.m. on September 11, 2013, at 1246 Golden Gate Drive, Suite 1, Papillion, Nebraska.

Dated this 11<sup>th</sup> day of September 2013



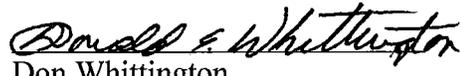
Randy Burns



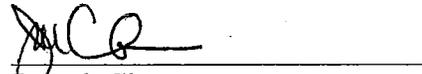
Kim R. Johnston



Vince Bellino



Don Whittington



Joseph Chase

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

**TO: TREASURER OF SARP COUNTY, NEBRASKA**  
(Ex. Officio Treasurer of the District)

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

ISSUE DATE September 11, 20 13

NO. 4202

OR SUBSEQUENT REGISTERED OWNER HEREOF

Nine Hundred & 00/100 DOLLARS IS 900.00

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.

THIS WARRANT SHALL BE MADE UPON PRESENTATION OF THIS WARRANT TO THE PAYING AGENT AND THE REGISTERAR SHALL MAINTAIN RECORDS OF THE OWNERSHIP AND TRANSFER HEREOF AND THE DISTRICT, THE COUNTY TREASURER AND THE PAYING AGENT AND REGISTERAR 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 REGISTERAR, ACCOMPANIED BY AN ASSIGNMENT IN FORM SATISFACTORY TO THE REGISTERAR, DULY EXECUTED BY THE REGISTERED OWNER OR DULY AUTHORIZED AGENT.

THIS WARRANT SHALL BECOME DUE ON September 11, 20 16 (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 REGISTERAR FOR THIS WARRANT IS:

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

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

CHAIRMAN \_\_\_\_\_

CLERK \_\_\_\_\_

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

**TO: TREASURER OF SARP COUNTY, NEBRASKA**  
(Ex. Officio Treasurer of the District)

PAY TO AmeriLawn OR SUBSEQUENT REGISTERED OWNER HEREOF

ISSUE DATE September 11, 20 13

NO. 4203

OR SUBSEQUENT REGISTERED OWNER HEREOF

One Thousand Five Hundred Seventy-Five & 00/100 DOLLARS IS 1,575.00

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.

THIS WARRANT SHALL BE MADE UPON PRESENTATION OF THIS WARRANT TO THE PAYING AGENT AND THE REGISTERAR SHALL MAINTAIN RECORDS OF THE OWNERSHIP AND TRANSFER HEREOF AND THE DISTRICT, THE COUNTY TREASURER AND THE PAYING AGENT AND REGISTERAR 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 REGISTERAR, ACCOMPANIED BY AN ASSIGNMENT IN FORM SATISFACTORY TO THE REGISTERAR, DULY EXECUTED BY THE REGISTERED OWNER OR DULY AUTHORIZED AGENT.

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THE PAYING AGENT AND REGISTERAR FOR THIS WARRANT IS:

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

IN PAYMENT OF Invs. CLIP3066, 33427 & 33876

CHAIRMAN \_\_\_\_\_

CLERK \_\_\_\_\_

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

**TO: TREASURER OF SARP COUNTY, NEBRASKA**  
(Ex. Officio Treasurer of the District)

PAY TO United Engineering, Inc. OR SUBSEQUENT REGISTERED OWNER HEREOF

ISSUE DATE September 11, 20 13

NO. 4204

OR SUBSEQUENT REGISTERED OWNER HEREOF

Eight Hundred & 00/100 DOLLARS IS 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.

THIS WARRANT SHALL BE MADE UPON PRESENTATION OF THIS WARRANT TO THE PAYING AGENT AND THE REGISTERAR SHALL MAINTAIN RECORDS OF THE OWNERSHIP AND TRANSFER HEREOF AND THE DISTRICT, THE COUNTY TREASURER AND THE PAYING AGENT AND REGISTERAR 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 REGISTERAR, ACCOMPANIED BY AN ASSIGNMENT IN FORM SATISFACTORY TO THE REGISTERAR, DULY EXECUTED BY THE REGISTERED OWNER OR DULY AUTHORIZED AGENT.

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THE PAYING AGENT AND REGISTERAR FOR THIS WARRANT IS:

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

IN PAYMENT OF Invoice 3735

CHAIRMAN \_\_\_\_\_

CLERK \_\_\_\_\_

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

**TO: TREASURER OF SARP COUNTY, NEBRASKA**  
(Ex. Officio Treasurer of the District)

PAY TO OPPD OR SUBSEQUENT REGISTERED OWNER HEREOF

ISSUE DATE September 11, 20 13

NO. 4199

OR SUBSEQUENT REGISTERED OWNER HEREOF

Three Thousand Seven Hundred Ninety-Two & 12/100 DOLLARS IS 3,792.12

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.

THIS WARRANT SHALL BE MADE UPON PRESENTATION OF THIS WARRANT TO THE PAYING AGENT AND THE REGISTERAR SHALL MAINTAIN RECORDS OF THE OWNERSHIP AND TRANSFER HEREOF AND THE DISTRICT, THE COUNTY TREASURER AND THE PAYING AGENT AND REGISTERAR 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 REGISTERAR, ACCOMPANIED BY AN ASSIGNMENT IN FORM SATISFACTORY TO THE REGISTERAR, DULY EXECUTED BY THE REGISTERED OWNER OR DULY AUTHORIZED AGENT.

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THE PAYING AGENT AND REGISTERAR FOR THIS WARRANT IS:

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

IN PAYMENT OF Acct. 960410080

CHAIRMAN \_\_\_\_\_

CLERK \_\_\_\_\_

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

**TO: TREASURER OF SARP COUNTY, NEBRASKA**  
(Ex. Officio Treasurer of the District)

PAY TO OPPD OR SUBSEQUENT REGISTERED OWNER HEREOF

ISSUE DATE September 11, 20 13

NO. 4200

OR SUBSEQUENT REGISTERED OWNER HEREOF

Two Thousand Six Hundred Twenty-Seven & 00/100 DOLLARS IS 2,627.00

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.

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THE PAYING AGENT AND REGISTERAR FOR THIS WARRANT IS:

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

IN PAYMENT OF Service Request: 43378

CHAIRMAN \_\_\_\_\_

CLERK \_\_\_\_\_

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

**TO: TREASURER OF SARP COUNTY, NEBRASKA**  
(Ex. Officio Treasurer of the District)

PAY TO Omaha World-Herald Media Group OR SUBSEQUENT REGISTERED OWNER HEREOF

ISSUE DATE September 11, 20 13

NO. 4201

OR SUBSEQUENT REGISTERED OWNER HEREOF

Forty-Nine & 20/100 DOLLARS IS 49.20

AND CHARGE TO THE GENERAL ACCOUNT OF THE DISTRICT.

IF THIS WARRANT IS REGISTERED BY THE COUNTY TREASURER, THE FOLLOWING PROVISIONS SHALL APPLY:

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THE PAYING AGENT AND REGISTERAR FOR THIS WARRANT IS:

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

IN PAYMENT OF Order Nos. 0001674816 & 0001674814

CHAIRMAN \_\_\_\_\_

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 September 11, no. 4205, 2013

PAY TO Miracle Recreation Equipment Company OR SUBSEQUENT REGISTERED OWNER HEREOF

One Thousand Eighty-Five & 84/100 DOLLARS (\$ 1,085.84)

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 September 11, 2016 (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

CHAIRMAN \_\_\_\_\_  
CLERK \_\_\_\_\_

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

**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 September 11, no. 4206, 2013

PAY TO Van Wall Equipment OR SUBSEQUENT REGISTERED OWNER HEREOF

Three Hundred Twenty-Four & 31/100 DOLLARS (\$ 324.31)

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 September 11, 2016 (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

CHAIRMAN \_\_\_\_\_  
CLERK \_\_\_\_\_

IN PAYMENT OF Invoice 910359

**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 September 11, no. 4207, 2013

PAY TO Unico Group, Inc. OR SUBSEQUENT REGISTERED OWNER HEREOF

Twenty & 00/100 DOLLARS (\$ 20.00)

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.

THIS WARRANT SHALL BECOME DUE ON September 11, 2016 (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

CHAIRMAN \_\_\_\_\_  
CLERK \_\_\_\_\_

IN PAYMENT OF Inv. 528657

***UNITED ENGINEERING***  
**Surveying & Engineering Services**

September 10, 2013

Chairman and Board of Trustees  
Sanitary and Improvement District No. 104  
Sarpy County, Nebraska  
c/o Mr. Patrick J. Sullivan  
Adams & Sullivan, P.C.  
1246 Golden Gate Drive, Suite 1  
Papillion, Nebraska 68046-2843

RE: Millard Highlands South 2013 Pavement Maintenance  
Sanitary and Improvement District No. 104  
Sarpy County, Nebraska

Dear Members of the Board:

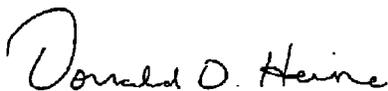
The following is a general description of the work to be performed for the above referenced project:

*Repair paving in streets within the boundaries of the District, including sawcutting, removal of existing paving, repair and preparation of subgrade, replacement of paving with Portland Cement Concrete paving, removal and replacement of curb inlet tops, sodding disturbed areas and all other work that may be considered incidental thereto in various locations in the streets.*

If you have any questions, please call me at (402)763-9475.

Sincerely,

**UNITED ENGINEERING, INC.**



Donald O. Heine, P.E.  
Operations Manager/Senior Civil Engineer

# **UNITED ENGINEERING**

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**Surveying & Engineering Services**

September 10, 2013

Chairman and Board of Trustees  
 Sanitary and Improvement District No. 104  
 Sarpy County, Nebraska  
 c/o Mr. Patrick J. Sullivan  
 Adams & Sullivan, P.C.  
 1246 Golden Gate Drive, Suite 1  
 Papillion, Nebraska 68046-2843

RE: Millard Highlands South 2013 Pavement Maintenance  
 Sanitary and Improvement District No. 104  
 Sarpy County, Nebraska

Dear Members of the Board:

The following is our Engineer's estimate of the quantities and our opinion of probable total project cost for the above referenced project:

Item No.	Description	Estimated Quantity	Unit Price	Amount
1.	Remove and Replace P.C.C. Pavement	1,175 S.Y.	\$48.00	\$56,400.00
2.	Remove and Replace P.C.C. Sidewalk	250 S.F.	4.00	1,000.00
3.	Sawcut Existing Pavement	3,500 L.F.	3.50	12,250.00
4.	Subgrade Preparation	1,175 S.Y.	2.00	2,350.00
5.	Subgrade Stabilization	15 C.Y.	30.00	450.00
6.	Remove and Replace Unstable Subgrade	75 TN.	25.00	1,875.00
7.	Rout and Seal Pavement Cracks	4,000 L.F.	2.00	8,000.00
8.	Remove and Replace P.C.C. Curb Ramp	2 EA.	1,200.00	2,400.00
9.	Remove Curb Inlet Top	7 EA.	2,000.00	14,000.00
<b>Subtotal</b>				<b>\$98,725.00</b>
<b>Contingencies</b>				<b>8,775.00</b>
<b>TOTAL ESTIMATED CONSTRUCTION COSTS</b>				<b>\$107,500.00</b>
<b>Estimated Engineering, Legal and Miscellaneous Costs</b>				<b>\$21,500.00</b>
<b>TOTAL ESTIMATED PROJECT COSTS</b>				<b>\$129,000.00</b>

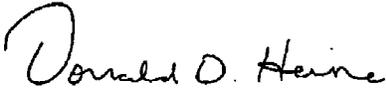
# **UNITED ENGINEERING**

**Surveying & Engineering Services**

If you have any questions, please call me at (402)763-9475.

Sincerely,

**UNITED ENGINEERING, INC.**



Donald O. Heine, P.E.  
Operations Manager/Senior Civil Engineer



Account Number	Due Date	Total Amount Due
9604100080	Sep 18, 2013	\$7,583.91

Customer Name: SID 104 SARPY  
Statement Date: August 29, 2013

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

Billing Information for service address: 12809 LILLIAN ST, STLT OMAHA NE

Billing Period From 07-30-2013 To 08-29-2013 @ 30 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL15	\$2,529.60	\$22.14	\$2,692.09
SL61	\$1,036.80	\$5.88	\$1,100.03

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

Sales Tax 140.35  
Sales Tax 57.35  
Total Charges \$3,792.12  
Previous Balance 3,791.79  
Total Amount Due \$7,583.91

Late Payment Charge of \$151.68 applies after due date.

1

Please return this portion with payment

OPPQ's Project GreenFlick competition is seeking high school students and their schools to win cash for their green videos. For more information, visit [oppd.com/greenflick](http://oppd.com/greenflick).

Statement Date: August 29, 2013

Account Number	Due Date	Total Amount Due
9604100080	Sep 18, 2013	\$7,583.91

Late Payment Charge of \$151.68 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: (402) 896-4093

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



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

PO BOX 3995  
OMAHA NE 68103-0995



01960410008020000075839100000773559201309181



Account Number	Due Date	Total Amount Due
9604100080	Sep 18, 2013	\$7,583.91

Customer Name: SID 104 SARPY  
Statement Date: August 29, 2013

Billing Information for service address: 12809 LILLIAN ST, STLT OMAHA NE

Billing Period From 07-30-2013 To 08-29-2013 @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
SL15	15211	155	\$16.32	\$2,529.60			
SL15					22.14	2,529.60	\$2,692.09
SL61	61211	60	\$17.28	\$1,036.80			
SL61					5.88	1,036.80	\$1,100.03



**Project Proposal and Waiver**

<b>CIS+ Acct. No.:</b>		<b>ESD/AE:</b>	<b>George Lorincz</b>
<b>Service Request:</b>	<b>43378</b>	<b>Design:</b>	<b>44285</b>
<b>Date:</b>	<b>8-15-13</b>	<b>ESD Phone:</b>	<b>402-552-5335</b>
<b>Tax I.D. :</b>		<b>W. O. :</b>	

<b>Capital W.O. X</b>	<b>Maint W.O.</b> <input type="checkbox"/>	<b>Job Order</b> <input type="checkbox"/>	<b>3 Year Refund</b> <input type="checkbox"/>
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**Customer:**  
**SID 104**  
**Kim Johnston**  
**13536 Edna-Omaha, Ne.**  
**68138**  
**Phone: 402-214-1818**

**Work Location:**  
**7302 So 136<sup>th</sup> St**

**Description of Work:**

**Install new streetlight pole in park**

**OPPD Responsibilities:**

**See above**

**Customer Responsibilities:**

- 1)Waiver signature and submittal is required prior to work scheduling.
- 2)Notify OPPD representative if project is cancelled so invoice can be voided.
- 3)Payment (if applicable) is required prior to scheduling work.

**Pay bill and sign waiver**

**Customer Need Date: 1-2 weeks after OPPD receives check**      **Charge\*: \$ 2627**

Customers requesting OPPD to provide services that include installing underground equipment, cable and /or poles on customer-owned property are responsible for locating and identifying the location of items that are normally not locatable under the Nebraska One-Call Notification System Act. This includes but is not limited to items described in the following waiver. The waiver must be signed by either the owner or their representative and submitted to your OPPD representative prior to work order scheduling. Waiver signature also indicates proposal acceptance.

Please review this document carefully. If there are any discrepancies, questions or concerns, please contact your OPPD representative prior to the installation or modification of your electric service. This proposal is valid for 90 days. If the proposal is extended beyond 90 days, then additional charges may be required.







ADAMS &  
SULLIVAN, P.C., L.L.O.  
Attorneys at Law  
"Trusted Advice, Valued Results"

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

Randy Burns  
12913 Gertrude Street  
Omaha, NE 68138

Date: 9/11/2013

Regarding: SID 104, Monthly Retainer  
Invoice No: 10745

**Services Rendered**

<u>Date</u>	<u>Description</u>
9/01/2013	Legal services provided the District

Total Fees \$900.00

Total New Charges

\$900.00



A Division of Ortleb Enterprises LLC.  
 PO Box 460727 \* Papillion, NE 68046-0727  
 V:402.331.3669 F:402.972.8409  
 www.AmeriLawn.com \* info@AmeriLawn.com

# Invoice

Date	Invoice #
8/19/2013	CLIP33066

We need your E-mail Address for contact and billing purposes.

Please print : \_\_\_\_\_

Bill To
Millard Highlands South C.O. Jill Burns 12913 Gertrude St Omaha, NE 68138

Amount Enclosed

Return top portion with your payment

P.O. No.	Terms	Due Date
	Net 30	8/19/2013

Serviced	Item	Description	Qty	U/M	Rate	Amount
8/19/2013	Mow & Trim	Mow & Trim All			525.00	525.00

<b>Total</b>					\$525.00
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\$5.00 Late Fee will be assessed after due date. Finance Charges will be assessed after 30 days of Invoice date. The annual rate is 18% (1.5% monthly)

<b>Balance Due</b>	\$525.00
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 V:402.331.3669 F:402.972.8409  
 www.AmeriLawn.com \* info@AmeriLawn.com

# Invoice

Date	Invoice #
8/26/2013	CLIP33427

We need your E-mail Address for contact and billing purposes.

Please print : \_\_\_\_\_

Bill To
Millard Highlands South C.O. Jill Burns 12913 Gertrude St Omaha, NE 68138

Amount Enclosed

Return top portion with your payment

P.O. No.	Terms	Due Date
	Net 30	8/26/2013

Serviced	Item	Description	Qty	U/M	Rate	Amount
8/26/2013	Mow & Trim	Mow & Trim All			525.00	525.00
					<b>Total</b>	\$525.00

\$5.00 Late Fee will be assessed after due date. Finance Charges will be assessed after 30 days of Invoice date. The annual rate is 18% (1.5% monthly)

<b>Balance Due</b>	\$525.00
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A Division of Ortleb Enterprises LLC.  
 PO Box 460727 \* Papillion, NE 68046-0727  
 V:402.331.3669 F:402.972.8409  
 www.AmeriLawn.com \* info@AmeriLawn.com

# Invoice

Date	Invoice #
9/2/2013	CLIP33876

We need your E-mail Address for contact and billing purposes.

Please print : \_\_\_\_\_

<b>Bill To</b>
Millard Highlands South C.O. Jill Burns 12913 Gertrude St Omaha, NE 68138

Amount Enclosed

Return top portion with your payment

P.O. No.	Terms	Due Date
	Net 30	9/2/2013

Serviced	Item	Description	Qty	U/M	Rate	Amount
9/2/2013	Mow & Trim	Mow & Trim All			525.00	525.00

<b>Total</b>						\$525.00
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\$5.00 Late Fee will be assessed after due date. Finance Charges will be assessed after 30 days of Invoice date. The annual rate is 18% (1.5% monthly)

<b>Balance Due</b>	\$525.00
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United Engineering, Inc.  
 20507 Nicholas Circle, Suite 108  
 Elkhorn, NE 68022

# Invoice

Phone: 402-763-9475  
 FAX: 402-763-9527

Bill To
SID #104 Attn: John Hill 1246 Golden Gate Dr Ste 1 Papillion, NE 68046

Invoice #	3735
Project	10031.0-SID...
Client Number	0239
Date	8/8/2013
Terms	Net 30
Due Date	9/7/2013

Description	Qty	Rate	Amount
<b>Engineering Services for SID #104 Maintenance, #10031.0</b>			
Site Improvement Design - PROJECT MGR-Prepare cost estimate for pavement repair	3	115.00	345.00
Site Improvement Design - PROJECT MGR-Prepare pavement repair map	3	115.00	345.00
Site Improvement Design - ENGINEERING TECH	2	55.00	110.00
For Services 7/7/13 thru 8/3/13		<b>Total</b>	\$800.00
		<b>Balance Due</b>	\$800.00

Terms: 1 1/2% interest/month will be added to all balances past due over 30 days.



**Sales Representative**  
 Crouch Recreational Design, Inc.  
 6946 N. 97th Circle  
 Omaha, NE 68122  
 Phone: (800) 747-7528 Fax: (402) 496-2018

**Equipment Quotation**

**Quote Number:** 11130380  
**Quote Date:** 08/16/2013  
**Customer Number**  
**Terms of Sale:** Net 30  
**Customer Class:**  
**Shipping Method:** Best Way  
**Freight Terms:** Prepaid  
**Approximate Ship Date:** ASAP  
**Cust PO Num:**

**PO Remittance (if other than Sales Representative):**

**Prepared For:** Millard Highland South  
 7116 Highland Blvd.  
 Attn Randy Ferris  
 Omaha, NE 68138

**Location:** Millard Highland South  
 7116 Highland Blvd.  
 Attn Randy Ferris  
 Omaha, NE 68138

**Payment Remittance:** Miracle Recreation Equipment Company  
 8445 Solution Center, Chicago, IL 60677-8004

**Shipping/Delivery Contact:** Randy Ferris (402) 677-1428

**Payment/Accounting Contact:** Randy Ferris (402) 677-1428

Quantity	Item Number	Description	Price Each	Price Total
1	112590P	Side by Side Slide Only	\$556.00	\$556.00
<b>Color List:</b>			<b>Equipment Total:</b>	\$556.00
System: PA Item Number: 112590P Quantity: 1			<b>Freight:</b>	\$158.80
ROCKITE = Sand			<b>Installation:</b>	\$300.00
			<b>Discount:</b>	\$0.00
			<b>CIA Discount:</b>	\$0.00
			<b>Other Charge:</b>	\$0.00
			<b>SubTotal:</b>	\$1,014.80
			<b>Tax:</b>	\$71.04
			<b>Grand Total:</b>	\$1,085.84

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at 8445 Solution Center, Chicago, IL 60677-8004, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: 11130380      Quote Date: 08/16/2013      Equipment Total: \$556.00      Grand Total: \$1,085.84

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

**Submitted By**

**Printed Name and Title**

**Date**

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT COMPANY.

**By:**

**Date:**

**ADDITIONAL TERMS CONDITIONS OF SALE**

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.
2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLE'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

**VAN WALL EQUIPMENT**

13747 Industrial Road  
Omaha, NE 68137  
402-891-1024

**Service Invoice**



INVOICE DATE	BRANCH	INVOICE NO.
28AUG13	12	910359

SOLD TO:

SID 104  
12913 GERTRUDE STREET  
  
OMAHA, NE 68138

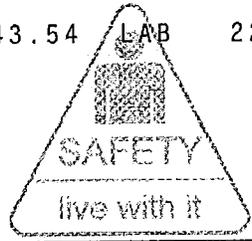
PAGE	1
SALE TYPE	CHARGE
CUSTOMER NO.	319263

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PURCHASE ORDER NO.	PHONE NUMBER	WORK ORDER NO.	SEG.	DATE OPENED	SALES PRN
	402-201-4410	910359	01	28AUG13	301
MAKE	MODEL	SERIAL NO.	EQUIP. NO.	METER	AUTHORIZED BY
JD	4X2	W00TURF020027		158	

DESCRIPTION		AMOUNT
SERVICE, CHECK OVER.		
TESTED CHARGING SYSTEM.		
ADJUSTED CARB.		
GREASED WHERE APPLICABLE.		
CHANGED ENGINE OIL AND FILTER.		
REPLACED FUEL FILTER AND SPARK PLUG.		
SERVICED BATTERY.		
ADDED SEALANT TO LEFT SIDE TIRES.		
TIGHTENED LOOSE BATTERY CABLE.		
CHECKED KILL SWITCH FOR PROPER OPERATION.		
WASHED OFF.		
PICKED UP AND DELIVERED.		
1	M113621 FILTER	20.65
1	AM116304 FUEL FILTE	4.55
1	AM107423 OIL FILTER	7.10
1	M802138 SPARK PLUG	2.64
2	TY26790 TORQ-GARD S	4.30
	* LABOR *	224.88
	SERVICE SUPPLIES	11.02
	ENVIRONMENTAL FEE	4.50
1	MILEAGE DEL VEH	25.00

>>>> SEG# 01 PRT 43.54 LAB 224.88 MSC 40.52 TOTAL 308.94



The Van Wall Group assumes NO responsibility for loss or damage by theft or fire to machine placed with them for storage, sale, repair, or while field testing.  Payment Due Upon Receipt Of This Invoice  RECEIVED BY _____	DESCRIPTION	AMOUNT
	TOTAL PARTS	43.54
	TOTAL LABOR	224.88
	MISC. CHARGES	40.52
	SALES TAX	15.37
	PLEASE PAY THIS TOTAL ➔	324.31



**UNICO Group, Inc.**  
 4435 O Street, Suite 200  
 Lincoln, NE 68510  
 402.434.7200 / 800.755.0048

**INVOICE**

<b>Customer</b>	SID 104 c/o Attorney Patrick Sullivan 24718
<b>Date</b>	02/15/2012
<b>Customer Service</b>	Britni Myers Britni Myers
<b>Page</b>	1 of 1

SID 104 c/o Attorney Patrick Sullivan  
 1246 Golden Gate Drive, #1  
 Papillion, NE 68046

Payment Information	
<b>Invoice Summary</b>	20.00
<b>Payment Amount</b>	
<b>Payment for:</b>	Invoice#528657
54356273 CHAIRMAN	

Thank You

Please detach and return with payment

Customer: SID 104 c/o Attorney Patrick Sullivan

Invoice	Effective	Transaction	Description	Amount
528657	01/26/2012	New business	Policy #54356273 CHAIRMAN 01/26/2012-11/11/2012 Western Surety Company Randy Burns Chairman - New business	20.00
				<b>Total</b>
				20.00

Thank You

**UNICO Group of Papillion**  
 802 Tara Plaza, Suite 106  
 Papillion, NE 68046

<b>Date</b>
02/15/2012