

CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of Sanitary and Improvement District Number 165 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.

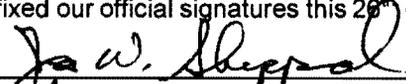
3. All of the subjects addressed at the Meeting were contained in the agenda for the Meeting, which agenda was kept continually current and readily available for public inspection at the address listed in the meeting notice for the Meeting and a copy of which is attached to this Certificate; such subjects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

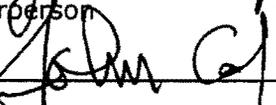
5. The minutes of the Meeting were in written form and available for public inspection within ten (10) working days after the Meeting or prior to the next convened meeting, whichever occurred earlier, at the office of the District; within thirty (30) days after the date of the Meeting, a copy of the 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 26th day of April, 2013.



Chairperson



Clerk

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF SANITARY AND IMPROVEMENT DISTRICT NO. 165 OF SARPY COUNTY, NEBRASKA HELD AT 11:30 P.M. ON APRIL 26, 2013 AT 11440 WEST CENTER ROAD, OMAHA, NEBRASKA

The meeting of the Board of Trustees of Sanitary and Improvement District No. 165 of Sarpy County, Nebraska was convened in open and public session at 11:30 A.M. on April 26, 2013 at 11440 West Center Road, Omaha, Nebraska.

Present at the meeting were Trustees John Grund, Dawn Stock, Patrick Oman, James & Sheppard. Also present was John H. Fullenkamp, attorney for the District and Patrick Pierce, engineer for the District.

Notice of the meeting was given in advance thereof by publication in The Bellevue Leader on March 20, 2013. A copy of the Proof of Publication being attached to these minutes. Notice of the meeting was simultaneously given to all members of the Board of Trustees and a copy of their Acknowledgment of Receipt of Notice is attached to these minutes. Availability of the agenda was communicated in the published notice and in the notice to the Trustees of this meeting. All proceedings of the Board were taken while the convened meeting was open to the attendance of the public.

The Clerk then certified that notice of this meeting had been given to the Sarpy County Clerk at least seven days prior to the time set by the Board of Trustees for this meeting and filed her Certificate to that effect, said Certificate being attached to these minutes and made a part hereof by this reference.

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 Chairman next presented the following statements for payment from the General Fund.

a) OPPD for lift station energy (#0523000010).	784.37
b) E&A Consulting Group for engineering services (119142, 119416, 119657, 119929, 120178).	888.93
c) HTM Sales, Inc., for lift station inspection (#12-28913-1, 12-27384-17, 27384-18, 13-29178-1, 2, 3).	6,466.04
d) Utilities Service Group for sewer cleaning (#9801).	4,612.50
e) Bankers Trust for paying agent fees (#9352, 9353).	750.00
f) Lengemann & Associates, P.C., for accounting services.	230.00

g) Chastain Otis, Inc., for policy renewals (#23901).	450.00
h) Stanek Construction Company for street signs (#13-015).	190.00
i) Geis, Inc., for snow and ice removal (#12297, 13016, 13039, 13061).	520.00
j) Broomers, Inc., for street sweeping (#542, 582).	545.00
k) SID #92 for half of Rock Creek Park expenses.	4,735.00

The Clerk was then directed to attach copies of said statements to these minutes.

Then, upon a motion duly made, seconded and upon a roll call vote of "aye" by the Trustees, the following resolutions were adopted:

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 165 of Sarpy County, Nebraska that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Warrant Nos. 912 through 922, inclusive, of the District, to draw interest at the rate of 7%, to be payable from the General Fund Account of the District and to be redeemed no later than three years from the date hereof being April 26, 2016, to-wit:

- a) Warrant No. 912 for \$784.37 payable to OPPD for lift station energy.
- b) Warrant No. 913 for \$888.93 payable to E&A Consulting Group, Inc., for engineering services.
- c) Warrant No. 914 for \$6,466.04 payable to HTM Sales, Inc., for lift station maintenance.
- d) Warrant No. 915 for \$4,612.50 payable to Utilities Service Group for sewer cleaning.
- e) Warrant No. 916 for \$750.00 payable to Bankers Trust for paying agent fees.
- f) Warrant No. 917 for \$230.00 payable to Lengemann & Associates, P.C., for accounting services.
- g) Warrant No. 918 for \$450.00 payable to Chastain Otis, Inc., for policy renewals.
- h) Warrant No. 919 for \$190.00 payable to Stanek Construction Company for street signs.
- i) Warrant No. 920 for \$520.00 payable to Geis, Inc., for snow and ice removal.

j) Warrant No. 921 for \$545.00 payable to Broomers, Inc., for street sweeping.

k) Warrant No. 922 for \$4,735.00 payable to SID #92 for half of Rock Creek Park expenses.

BE IT RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 165 of Sarpy County, Nebraska, that both they and the District hereby find and determine and covenant, warrant and agree that (a) the facilities for which the above Warrants are issued are for essential governmental functions and are designed to serve members of the general public on an equal basis; (b) there are no persons with rights to use said facilities other than as members of the general public; (c) ownership and operation of said facilities is with the District or another political subdivision; (d) none of the proceeds of the Warrants will be loaned to any person and to the extent that special assessments have been or are to be levied for any said facilities, such special assessments have been or are to be levied under Nebraska law as a matter of general

application to all property specially benefitted by such facilities in the District; (e) the development of the land in the District is for residential or commercial use; (f) the development of the land in the District for sale and occupation by the general public is proceeding with all reasonable speed and (g) the District hereby authorizes and directs the Chairman or Clerk to file, when due, an information reporting form pursuant to Section 149(e) of the Internal Revenue Code of 1986 pertaining to the above Warrants.

FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 165 of Sarpy County, Nebraska, that both they and the district hereby find and determine and covenant, warrant and agree as follows: the improvements and/or facilities being financed or refinanced by the above Warrants are for essential governmental functions and are designed to serve members of the general public on an equal basis; all said improvements have from the time of their first acquisition and construction been owned, are owned and are to be owned by the District or another political subdivision; to the extent special assessments have been or are to be levied for any of said improvements, such special assessments have been or are to be levied under Nebraska law as a matter of general application to all property specially benefitted by said improvements in the District; the development of the land in the District is for residential or commercial use and the development of the land in the District for sale and occupation by the general public has proceeded and is proceeding with reasonable speed; other than any incidental use 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. 165 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 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 less of: (a) 10% of the net principal proceeds of the above Warrants, (b) the maximum annual debt service due on the above Warrants, or (c) 125% of average annual debt service due on the above Warrants will be expended for payment of principal of and interest on the above Warrants within 13 months after receipt of such monies. That amount which is currently held in the District's Bond Fund which exceeds the amount which is to be expended for payment of principal and interest on the above Warrants within 13 months after receipt of such monies, plus that amount arrived at pursuant to the immediately preceding sentence, will not be invested in any securities or any other investment obligations which bear a yield, as computed in accordance with the actuarial method, in excess of the yield on the above Warrants.

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

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

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

Kuehl Capital presented a proposed Municipal Financial Advisor Agreement setting forth the terms and conditions of such agreement. Following discussion, a motion was duly made, seconded and the following resolution was unanimously adopted.

BE IT RESOLVED by the Board of Trustees of Sanitary & Improvement District No. 165 of Sapry County, Nebraska that Kuehl Capital Corporation be and hereby is appointed as the District's Municipal Financial Advisor per the terms and conditions

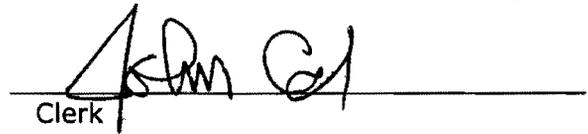
of the Municipal Financial Agreement as proposed, and that the Chairman and Clerk be and they are hereby authorized and directed to execute said agreement on behalf of the District.

The Clerk was then directed to attach a copy of said agreement to these minutes.

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


Chairman

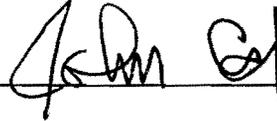

Clerk

CERTIFICATE

The undersigned being Clerk of Sanitary and Improvement District No. 165 of Sarpy County, Nebraska hereby certifies that Notice of a Meeting of the Board of Trustees of said District held on April 26, 2013 was mailed to the Sarpy County Clerk at least seven days prior to the date of said meeting.

The undersigned further certifies that the agenda for the meeting of the Board of Trustees of said District was prepared and available for public inspection at the address designed in the notice of meeting published in The Bellevue Leader on March 20, 2013 and that no items were added to the agenda after the commencement of the meeting; and further, that the minutes for the meeting were available for public inspection within ten (10) days of the date of said meeting and that a copy of the minutes of this meeting were sent to the Sarpy County Clerk within thirty days from the date of this meeting.

Clerk

A handwritten signature in black ink, appearing to read "John G. [unclear]", is written over a horizontal line. The signature is cursive and somewhat stylized.

ACKNOWLEDGMENT OF RECEIPT OF
NOTICE OF MEETING

The undersigned Trustees of Sanitary and Improvement District No. 165 of Sarpy County, Nebraska do 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 11:30 A.M. on April 26, 2013 at 11440 West Center Road, Omaha, Nebraska.

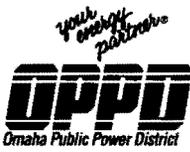
DATED this 26th day of April, 2013





D.R. M

J.W. Skypod



Account Number	Due Date	Total Amount Due
0523000010	Apr 17, 2013	\$174.86

For bill inquiries call the
 Summary Billing Coordinator Omaha Office
 (402) 346-4636 during the hours of 8-5.

Customer Name: SID 165 SARPY
 Statement Date: March 28, 2013

SUMMARY OF CHARGES

ACCT ID	Other/ adj.	Prod. & Srv.	Lighting	Energy/kWh	Demand/kW	Tax	Net Amount
NO ACCT ID	\$0.00	\$0.00	\$0.00	\$192.58 160	\$0.00 0	\$10.59	\$203.17
	\$0.00	\$0.00	\$0.00	\$192.58 160	\$0.00 0	\$10.59	\$203.17

Total Charges \$203.17 *x 3 mos*
 Previous Balance 28.31CR
 Total Amount Due \$174.86
 Late Payment Charge of \$8.13 applies after due date.
+ 609.51

\$784.37

Please return this portion with payment

For a limited time, OPPD will recycle your old refrigerator or freezer, haul it away and pay you \$35. To learn more, see Outlets or visit oppd.com/fridge.

Statement Date: March 28, 2013

Account Number	Due Date	Total Amount Due
0523000010	Apr 17, 2013	\$174.86

Late Payment Charge of \$8.13 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) 334-0700

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



SID 165 SARPY
 11440 W CENTER RD
 OMAHA NE 68144-4421

PO BOX 3995
 OMAHA NE 68103-0995



0028

Account Number: 0523000010

ACCT ID: NO ACCT ID

Statement Date:

March 28, 2013

Service Address		15029 1/2 CHALCO POI		15029 CHALCO POINTE STLT		ACCT ID Total	
Rate		Gen.Svc. Non-Demand		ST Light Method 61			
Meter Number		9500887					
Meter Reading		From	19487	From			
		2-25-13					
		To	19629	To			
		3-26-13	Actual				
Multiplier		1		Multiplier			
kWh		142		kWh		142	
# of Days		29					
\$ per Days		\$0.97		\$0.00			
Billing Demand		kW		0		0.00	
				\$0.00		\$0.00	
Actual Demand		kW		.00		.00	
		KVA/PF%		.00 0.00		.00 0.00	
Basic Service		\$13.00		\$0.00		\$13.00	
kWh Usage		\$13.26		\$164.90		\$178.16	
Fuel and Purchased Power Adjustment		\$0.31		\$1.11		\$1.42	
Product and Services							
Green Power		\$0.00		\$0.00		\$0.00	
Surge Guard		\$0.00		\$0.00		\$0.00	
IHEPP		\$0.00		\$0.00		\$0.00	
Lighting		\$0.00		\$0.00		\$0.00	
Sales Tax		\$1.46		\$9.13		\$10.59	
Adjustment		\$0.00		\$0.00		\$0.00	
Other		\$0.00		\$0.00		\$0.00	
Net Amount Due		\$28.03		\$175.14		\$203.17	

E & A Consulting Group, Inc.
Engineering Answers
330 North 117th Street
Omaha, NE 68154-2509
402-895-4700

Sarpy County SID #165
c/o Mr. John Fullenkamp, Attorney
11440 West Center Road
Omaha, NE 68144

November 21, 2012
Project No: P1976.023.008
Invoice No: 119142

Project P1976.023.008 Chalco Point 1st Addition - District Maintenance

Professional Services from October 08, 2012 to November 04, 2012

Phase 112 District Maintenance for 2012

Task 130 Culverts

Professional Personnel

	Hours	Rate	Amount	
Erosion Control Specialist I	1.00	64.00	64.00	
Totals	1.00		64.00	
Total Labor				64.00
Total this Task				\$64.00

Task 135 Digger's Hotline

Professional Personnel

	Hours	Rate	Amount	
Eng. Technician IV	.75	78.00	58.50	
Totals	.75		58.50	
Total Labor				58.50
Total this Task				\$58.50

Task 440 Repairs/Maintenance

Professional Personnel

	Hours	Rate	Amount	
Administrative Assistant II	.05	59.00	2.95	
Totals	.05		2.95	
Total Labor				2.95
Total this Task				\$2.95

Task 492 Sanitary Sewer Maintenance

Professional Personnel

	Hours	Rate	Amount	
Const. Depart. Manager III	1.50	113.00	169.50	
Totals	1.50		169.50	
Total Labor				169.50
Total this Task				\$169.50

Task 999 Expenses

Unit Billing

Project	P1976.023.008	Invoice	119142
Mileage		5.55	
	Total Units	5.55	5.55
		Total this Task	\$5.55
		Total this Phase	\$300.50
		Total this Invoice	\$300.50

Approved:



Robert Czerwinski

E & A Consulting Group, Inc.
Engineering Answers
330 North 117th Street
Omaha, NE 68154-2509
402-895-4700

Sarpy County SID #165
 c/o Mr. John Fullenkamp, Attorney
 11440 West Center Road
 Omaha, NE 68144

December 19, 2012
 Project No: P1976.023.008
 Invoice No: 119416

Project P1976.023.008 Chalco Point 1st Addition - District Maintenance

Professional Services from November 05, 2012 to December 09, 2012

Phase 112 District Maintenance for 2012
 Task 135 Digger's Hotline

Professional Personnel

	Hours	Rate	Amount
Eng. Technician IV	.25	78.00	19.50
Const. Admin Tech II	.25	64.00	16.00
Totals	.50		35.50
Total Labor			35.50

Total this Task \$35.50

Task 352 Meetings

Professional Personnel

	Hours	Rate	Amount
Const. Admin Tech II	1.25	64.00	80.00
Totals	1.25		80.00
Total Labor			80.00

Total this Task \$80.00

Task 440 Repairs/Maintenance

Professional Personnel

	Hours	Rate	Amount
Administrative Assistant II	.55	59.00	32.45
Totals	.55		32.45
Total Labor			32.45

Total this Task \$32.45

Task 999 Expenses

Unit Billing

Mileage		8.33	
Total Units		8.33	8.33

Total this Task \$8.33

Total this Phase \$156.28

Total this Invoice \$156.28

Approved:


 Robert Czerwinski

E & A Consulting Group, Inc.
Engineering Answers
330 North 117th Street
Omaha, NE 68154-2509
402-895-4700

Sarpy County SID #165
 c/o Mr. John Fullenkamp, Attorney
 11440 West Center Road
 Omaha, NE 68144

January 17, 2013
 Project No: P1976.023.008
 Invoice No: 119657

Project P1976.023.008 Chalco Point 1st Addition - District Maintenance

Professional Services from December 10, 2012 to January 06, 2013

Phase 112 District Maintenance for 2012

Task 135 Digger's Hotline

Professional Personnel

	Hours	Rate	Amount	
Eng. Technician IV	.25	78.00	19.50	
Erosion Control Specialist I	.75	64.00	48.00	
Totals	1.00		67.50	
Total Labor				67.50
				Total this Task \$67.50

Task 440 Repairs/Maintenance

Professional Personnel

	Hours	Rate	Amount	
Const. Admin Tech II	.50	64.00	32.00	
Const. Depart. Manager III	.25	113.00	28.25	
Totals	.75		60.25	
Total Labor				60.25
				Total this Task \$60.25

Task 999 Expenses

Unit Billing

Mileage			7.77	
Total Units			7.77	7.77
				Total this Task \$7.77
				Total this Phase \$135.52

Phase 113 District Maintenance for 2013

Task 440 Repairs/Maintenance

Professional Personnel

	Hours	Rate	Amount	
Administrative Assistant II	.20	59.00	11.80	
Totals	.20		11.80	
Total Labor				11.80

Project	P1976.023.008	165-Chalco Point 1st Addition-Dstret Mai	Invoice	119657
			Total this Task	\$11.80
			Total this Phase	\$11.80
			Total this Invoice	\$147.32

Approved:


Robert Czerwinski

E & A Consulting Group, Inc.
Engineering Answers
330 North 117th Street
Omaha, NE 68154-2509
402-895-4700

Sarpy County SID #165
 c/o Mr. John Fullenkamp, Attorney
 11440 West Center Road
 Omaha, NE 68144

February 20, 2013
 Project No: P1976.023.008
 Invoice No: 119929

Project P1976.023.008 Chalco Point 1st Addition - District Maintenance
Professional Services from January 07, 2013 to February 03, 2013

Phase 113 District Maintenance for 2013
 Task 098 County EPA Report

Professional Personnel

	Hours	Rate	Amount	
Administrative Assistant II	.75	59.00	44.25	
Totals	.75		44.25	
Total Labor				44.25
				Total this Task
				\$44.25

Task 130 Culverts

Professional Personnel

	Hours	Rate	Amount	
Const. Admin Tech II	.50	64.00	32.00	
Erosion Control Specialist I	.75	64.00	48.00	
Totals	1.25		80.00	
Total Labor				80.00
				Total this Task
				\$80.00

Task 440 Repairs/Maintenance

Professional Personnel

	Hours	Rate	Amount	
Administrative Assistant II	.10	59.00	5.90	
Const. Admin Tech II	.25	64.00	16.00	
Const. Depart. Manager III	.50	113.00	56.50	
Totals	.85		78.40	
Total Labor				78.40
				Total this Task
				\$78.40

Task 999 Expenses

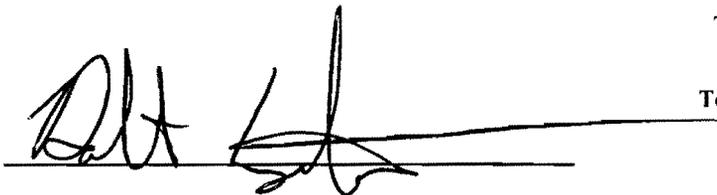
Unit Billing

Mileage			8.88	
Total Units			8.88	8.88
				Total this Task
				\$8.88

Total this Phase \$211.53

Total this Invoice \$211.53

Approved:



Robert Czerwinski

E & A Consulting Group, Inc.
Engineering Answers
330 North 117th Street
Omaha, NE 68154-2509
402-895-4700

Sarpy County SID #165
 c/o Mr. John Fullenkamp, Attorney
 11440 West Center Road
 Omaha, NE 68144

March 15, 2013
 Project No: P1976.023.008
 Invoice No: 120178

Project P1976.023.008 Chalco Point 1st Addition - District Maintenance

Professional Services from February 04, 2013 to March 10, 2013

Phase 113 District Maintenance for 2013

Task 098 County EPA Report

Professional Personnel

	Hours	Rate	Amount	
Administrative Assistant II	.15	59.00	8.85	
Totals	.15		8.85	
Total Labor				8.85
				Total this Task \$8.85

Task 440 Repairs/Maintenance

Professional Personnel

	Hours	Rate	Amount	
Administrative Assistant II	.55	59.00	32.45	
Const. Admin Tech II	.50	64.00	32.00	
Totals	1.05		64.45	
Total Labor				64.45
				Total this Task \$64.45
				Total this Phase \$73.30
				Total this Invoice \$73.30

Approved:



Robert Czerwinski

HTM SALES INC.

P.O. Box 24304 PH: 402-935-0300
 Fax 402-935-0301
 Omaha NE 68124
 FED ID 47-0708758

INVOICE

12-28913-1

Nov 12, 2012

YOUR P.O. # Bob C/SID#165

NOV 14 2012

SOLD TO:

E&A Consulting Group - Omaha
 330 North 117th Street
 Omaha NE 68154-2509

SHIPPED TO:

SID #165 - %E&A Consulting Group
 151st & Rock Creek Rd. - Lift Station
 Omaha NE 68154

TERMS

Net 30

F.O.B.

Origin

SHIPPED VIA

service

DATE SHIPPED

11/12/12

ORDERED	PART #	DESCRIPTION	PRICE	AMOUNT
1	080C-CB1.2P	New Pump Quote: (Order per Bob Czerwinski) XFP 3" EffeX Pump 230V-1ø-2.7HP 49' Cable 080C-CB1.2PE20/6W-1ø, 125GPM at 19'TDH	4,221.00	4,221.00
1	08776100	Start Kit 230V-1ø for PE20/6W	162.00	162.00
3	Labor	Service Labor by HTM Sales per hour	75.00	225.00
0.75	Labor - Travel	Travel Labor To & From Jobsite	75.00	56.25
24	Miles	service miles to/from job per mile 11/1/12	.80	19.20

Approved by E & A Consulting Group, Inc.
 Date: 11/21/12
 Initials: RTC
 SID No. 165
 Project No. 768230X

SUBTOTAL \$4,683.45
 FREIGHT \$0.00
 STATE TAX \$257.59
 CITY TAX \$0.00
 TOTAL \$4,941.04

Nov 12, 2012

HTM Sales Inc.
Lift Station Inspection

Station name - SID# 165 Chako Point

Date	Pump#1 hrs	Pump#2 hrs	Amps	VAC
11-5-12	9298.6	12717.2		
11-12-12	9298.6	12731.0		Installed #1 pump
11-19-12	9326.4	12740.1		
11-26-12	9336.7	12751.4		

Comments

Roger Pike Service Manager- HTM Sales

HTM SALES INC.

P.O Box 24304 PH: 402-935-0300
Fax 402-935-0301
Omaha NE 68124
FED ID 47-0708758

INVOICE

11-27384-17

Nov 26, 2012

YOUR P.O. # Bob

NOV 27 2012

SOLD TO:

SID #165 %E&A Consulting Group
330 North 117th Street
Omaha NE 68154

SHIPPED TO:

SID # 165 - Chalco Point@
151 St. & Rock Creek Rd - Lift Station
Omaha Ne

TERMS

Net 30 Days

F.O.B.

origin

SHIPPED VIA

service

DATE SHIPPED

11/26/12

ORDERED

PART #

DESCRIPTION

PRICE

AMOUNT

ORDERED	PART #	DESCRIPTION	PRICE	AMOUNT
1		SID # 165 Chalco Point Lift Station Inspection - Nov	305.00	305.00

Approved by E & A Consulting Group, Inc.
Date: 12/3/12
Initials: RPL
SID No. 165
Project No. 76023.08

SUBTOTAL \$305.00
FREIGHT \$.00
STATE TAX \$.00
CITY TAX \$.00
TOTAL \$305.00

Nov 26, 2012

HTM Sales
11-1-12

Station name - SID# 165 Chako Point

Date	Flow=100	Flow=100	Flow=100	Flow=100
11-5-12	9298.6	12717.2		
11-12-12	9298.6	12731.0	Installed #1 pump	
11-14-12	9326.4	12740.1		
11-26-12	9336.7	12751.4		

Comments

HTM SALES INC.

P.O Box 24304 PH: 402-935-0300
Fax 402-935-0301
Omaha NE 68124
FED ID 47-0708758

INVOICE

11-27384-18

Dec 24, 2012

YOUR P.O. # Bob

DEC 26 2012

SOLD TO:

SID #165 %E&A Consulting Group
330 North 117th Street
Omaha NE 68154

SHIPPED TO:

SID # 165 - Chalco Point@
151 St. & Rock Creek Rd - Lift Station
Omaha Ne

TERMS

Net 30 Days

F.O.B.

origin

SHIPPED VIA

service

DATE SHIPPED

12/22/12

ORDERED	PART #	DESCRIPTION	PRICE	AMOUNT
1		SID # 165 Chalco Point Lift Station Inspection - DEC	305.00	305.00

Approved by E & A Consulting Group, Inc.
Date: 1/7/13
Initials: RA
SID No. 165
Project No. 76023.08

SUBTOTAL \$305.00
FREIGHT \$0.00
STATE TAX \$0.00
CITY TAX \$0.00
TOTAL \$305.00

Dec 24, 2012

HTM SALES INC.

P.O. Box 24304 PH: 402-935-0300
Fax 402-935-0301
Omaha NE 68124
FED ID 47-0708758

INVOICE

13-29178-1

Jan 30, 2013

YOUR P.O. #

SHIPPED TO:

RECEIVED
JAN 31 2013
BY:

SOLD TO:

SID #165 - %E&A Consulting Group
330 North 117th Street
Omaha NE 68154

SID #165 - %E&A Consulting Group
151st & Rock Creek Rd. - Lift Station
Omaha NE 68154

TERMS

Net 30 Days

F.O.B.

origin

SHIPPED VIA

service

DATE SHIPPED

1/30/13

ORDERED	PART #	DESCRIPTION	PRICE	AMOUNT
1		Lift Statio Inspection - Jan	305.00	305.00

Approved by E & A Consulting Group, Inc.
Date: 2-12-13
Initials: RPC
SID No. 165
Project No. 76023.08

SUBTOTAL \$305.00
FREIGHT \$0.00
STATE TAX \$0.00
CITY TAX \$0.00
TOTAL \$305.00

Jan 30, 2013

HTM SALES INC.

P.O Box 24304 PH: 402-935-0300
 Fax 402-935-0301
 Omaha NE 68124
 FED ID 47-0708758

INVOICE

13-29178-2

Feb 27, 2013

YOUR P.O. #

SOLD TO:

SID #165 - %E&A Consulting Group
 330 North 117th Street
 Omaha NE 68154

SHIPPED TO:

SID #165 - %E&A Consulting Group
 151st & Rock Creek Rd. - Lift Station
 Omaha NE 68154

RECEIVED
 MAR 01 2013

TERMS

Net 30 Days

F.O.B.

origin

SHIPPED VIA

service

DATE SHIPPED

2/27/13

ORDERED	PART #	DESCRIPTION	PRICE	AMOUNT
1		Lift Statio Inspection - Feb	305.00	305.00
<div data-bbox="544 1365 1153 1606" data-label="Text"> <p>Approved by E & A Consulting Group, inc. Date: <u>3/7/13</u> Initials: <u>RPL</u> SID No. <u>165</u> Project No. <u>76023.08</u></p> </div>				

SUBTOTAL \$305.00
 FREIGHT \$.00
 STATE TAX \$.00
 CITY TAX \$.00
 TOTAL \$305.00

Feb 27, 2013

HTM Sales Inc.
Lift Station Inspection

Station name - Chalko Point

Date	Pump#1 hrs	Pump#2 hrs	Amps	VAC
2-4	9439.1	12809.5		
2-11	9450.5	12815.2		
2-8	9460.3	12820.3		
2-25	9470.4	12925.8		

Comments

Roger Pike Service Manager- HTM Sales

HTM SALES INC.

P.O Box 24304 PH: 402-935-0300
Fax 402-935-0301
Omaha NE 68124
FED ID 47-0708758

INVOICE

13-29178-3

Mar 29, 2013

YOUR P.O. # Bob

RECEIVED

APR 02 2013

SOLD TO:

SID #165 - %E&A Consulting Group
330 North 117th Street
Omaha NE 68154

SHIPPED TO:

SID #165 - %E&A Consulting Group
151st & Rock Creek Rd. - Lift Station
Omaha NE 68154

BY: _____

TERMS

Net 30 Days

F.O.B.

origin

SHIPPED VIA

service

DATE SHIPPED

3/29/13

ORDERED	PART #	DESCRIPTION	PRICE	AMOUNT
1		Lift Station Inspection - March	305.00	305.00

Approved by E & A Consulting Group, Inc.
Date: 4/17/13
Initials: RT
SID No. 165
Project No. 760023.08

SUBTOTAL \$305.00
FREIGHT \$0.00
STATE TAX \$0.00
CITY TAX \$0.00
TOTAL \$305.00

Mar 29, 2013



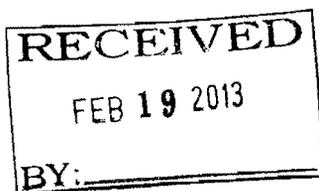
UTILITIES SERVICE GROUP
SEWER CLEANING • SEWER TELEVISION
 Vacuum Trucks • Jet Trucks • Municipal & Industrial
 2623 Center Street Omaha, NE 68105
 OFFICE PHONE: (402) 342-3626
 FAX: (402) 342-7328

Invoice

Date	Invoice #
2/15/2013	9801

Bill To

SID 165 Sarpy County
 c/o E & A Consulting Group
 330 N. 117th Street
 Omaha, NE 68154-2509
 Attn: Bob Czerwinski



P.O. No.	Terms	Project
	Net 30	SID 165 Sarpy Cou...

Quantity	Description	Rate	Amount
	Reference: Chalco Pointe - E & A Job No. 76023.08		
	Location: Sarpy County, Nebraska		
	10-10-12		
	Begin cleaning sewer lines as directed		
5	CAMEL (per hour)	225.00	1,125.00
	10-15-12		
	Continue cleaning sewers		
3	CAMEL (per hour)	225.00	675.00
	10-17-12		
	Continue cleaning		
2.5	CAMEL (per hour)	225.00	562.50
	10-29-12		
	Continue cleaning		
3	CAMEL (per hour)	225.00	675.00

Subtotal

Sales Tax (0.0%)

Total



UTILITIES SERVICE GROUP
SEWER CLEANING • SEWER TELEVISION
Vacuum Trucks • Jet Trucks • Municipal & Industrial
2623 Center Street Omaha, NE 68105
OFFICE PHONE: (402) 342-3626
FAX: (402) 342-7328

Invoice

Date	Invoice #
2/15/2013	9801

Bill To

SID 165 Sarpy County
 c/o E & A Consulting Group
 330 N. 117th Street
 Omaha, NE 68154-2509
 Attn: Bob Czerwinski

P.O. No.	Terms	Project
	Net 30	SID 165 Sarpy Cou...

Quantity	Description	Rate	Amount
	11-7-12 Continue cleaning		
3	CAMEL (per hour)	225.00	675.00
	1-8-13 Finish cleaning sewer lines		
4	CAMEL (per hour)	225.00	900.00

Approved by E & A Consulting Group, Inc.	
Date:	<u>2/20/13</u>
Initials:	<u>RFL</u>
SID No.	<u>165</u>
Project No.	<u>76023.08</u>

Subtotal	\$4,612.50
Sales Tax (0.0%)	\$0.00
Total	\$4,612.50



Bankers Trust Company
 435 7th Street
 Des Moines, IA 50309

Invoice

SARPY CO NE SID 165 GO RFND BD 6/15/12
 FULLENKAMP, DOYLE & JOBEUN
 ATTN: DEBBIE LEACH
 11440 WEST CENTER ROAD, SUITE C
 OMAHA NE 68144-4482

Invoice No: 9352
 Invoice Date: 06/01/2013

CATEGORY	QUANTITY	RATE	AMOUNT
BALANCE CARRIED FORWARD:			\$0.0
PREVIOUS AMOUNT BILLED:	\$0.00		
AMOUNT RECEIVED:	\$0.00		
FLAT FEE			
ADMIN FEE ANNUAL			\$500.0
=====			
TOTAL DUE			\$500.0

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
500.00	0.00	0.00	0.00	0.00	500.00

PLEASE DETACH AND RETURN WITH PAYMENT

SARPY CO NE SID 165 GO RFND BD 6/15/12
 FULLENKAMP, DOYLE & JOBEUN
 ATTN: DEBBIE LEACH
 11440 WEST CENTER ROAD, SUITE C
 OMAHA NE 68144-4482

Invoice #: 9352
 Invoice Date: 06/01/2013
 Bill Code: 0185388600

Total Due: 500.00

Remit to: Bankers Trust Company
 Attn: Corporate Trust Department
 PO Box 897
 Des Moines, IA 50304

Amount Enclosed:



It's our name . . . and our promise.

Bankers Trust Company
435 7th Street
Des Moines, IA 50309

Invoice

SARPY CO NE SID 165 GO RFND BD 6/15/12
FULLENKAMP, DOYLE & JOBEUN
ATTN: DEBBIE LEACH
11440 WEST CENTER ROAD, SUITE C
OMAHA NE 68144-4482

Invoice No: 9353
Invoice Date: 06/01/2013

CATEGORY	QUANTITY	RATE	AMOUNT
BALANCE CARRIED FORWARD:			\$0.0

PREVIOUS AMOUNT BILLED:	\$0.00		
AMOUNT RECEIVED:	\$0.00		
FLAT FEE			
DISCLOSURE FEE			\$250.0
=====			
TOTAL DUE			\$250.0

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
250.00	0.00	0.00	0.00	0.00	250.00

PLEASE DETACH AND RETURN WITH PAYMENT

SARPY CO NE SID 165 GO RFND BD 6/15/12
FULLENKAMP, DOYLE & JOBEUN
ATTN: DEBBIE LEACH
11440 WEST CENTER ROAD, SUITE C
OMAHA NE 68144-4482

Invoice #: 9353
Invoice Date: 06/01/2013
Bill Code: 0185388600

Total Due: 250.00

Remit to: Bankers Trust Company
Attn: Corporate Trust Department
PO Box 897
Des Moines, IA 50304

Amount Enclosed:

LENGEMANN & ASSOCIATES, P.C.

Certified Public Accountants
1410 Gold Coast Road, Suite 600
Papillion, Nebraska 68046
Phone: (402) 592-1236
Fax: (402) 592-1424
E-Mail: thefirm@lengemanncpa.com

January 21, 2013

Ms. Karen Kula
Sarpy County SID 165
Fullenkamp, Doyle & Jobeun
11440 West Center Road
Omaha, NE 68144-4482

For professional services rendered in connection with processing
year end reports for the year ended 2012

Balance Due

\$230.00

Chastain-Otis

9394 West Dodge Road Suite 150
Omaha, NE 68114-3319
Phone : 402-397-2500 Fax : 402-397-2467

INVOICE # 23901		Page 1
ACCOUNT NO. SID16-5	CSR SC	DATE 02/11/13
PRODUCER David R. Chastain, CLU,CPCU		

SID #165

c/o Fullenkamp, Doyle & Jobeun
11440 W Center Road
Omaha, NE 68144

Item #	Due Date	Trm	Type	Policy #	Description	Amount
488942	02/28/13	REN	BOND	112113	clerk bond renewal	\$ 70.00
488943	02/11/13	REN	PROP	CPSNEG0062	Policy renewal property	\$ 380.00
Invoice Balance:						\$ 450.00

Stanek Construction Company

19528 Harney Street
Elkhorn, Nebraska 68022
Phone: 402-253-4268

Invoice Number: 13-015

March 24, 2013

Board of Directors, SID 165 – Chalco Pointe
c/o E&A Consulting Group, Inc.
330 North 117th Street
Omaha, NE 68154

Board Members,

I am submitting this invoice for work completed in SID 165 of Sarpy County. The work consisted of the following:

1. Remove damaged anchor stub and install new Stop sign on post at the northwest corner of 151st Street & Rock Creek Drive. The existing post appears to have been struck by a vehicle and was broken off at ground level.

Total Invoice: \$190

Thank you,



Jason Stanek

Approved by E & A Consulting Group, Inc.	
Date:	<u>3/26/13</u>
Initials:	<u>RS</u>
SID No.	<u>165 (J.O.J.)</u>
Project No.	<u>76023.08</u>

GEIS INC.

6721 CLEAR CREEK CIRCLE
PAPILLION, NE 68133
PH # 402-740-4440

Invoice

Date	Invoice #
12/29/12	12297

BILL TO:

CHALCO POINTE SID 165
C/O E & A CONSULTING GROUP
330 N 117TH STREET
OMAHA, NE 68154-2509

RECEIVED
JAN 02 2013
BY: _____

PROJECT

CHALCO POINTE SID 165

Item	Job Description	Qty	Rate	Amount
SNOW REMOVAL ICE MELT	CLEARED THE SNOW OFF OF THE DRIVEWAY LEADING INTO THE LIFT STATION AND CLEARED THE SNOW OFF AROUND THE ACCESS PANELS //// 12-21-12 ONE OCCASION			
	SKIDLOADER //// LABORERS SHOVELED OFF THE ACCESS PANEL AREA	1	105.00	105.00
		1	25.00	25.00

Approved by E & A Consulting Group, Inc.
Date: 1/7/13
Initials: ETA
SID No. 165
Project No. 71023-08

THANK YOU FOR YOUR BUSINESS SIGNED TIM GEIS

Total **\$130.00**

GEIS INC.

6721 CLEAR CREEK CIRCLE
PAPILLION, NE 68133
PH # 402-740-4440

Invoice

Date	Invoice #
02/05/13	13016

BILL TO:

CHALCO POINTE SID 165
C/O E & A CONSULTING GROUP
330 N 117TH STREET
OMAHA, NE 68154-2509

RECEIVED
FEB 06 2013
BY: _____

PROJECT
CHALCO POINTE SID 165

Item	Job Description	Qty	Rate	Amount																									
	CLEARED THE SNOW OFF OF THE DRIVEWAY LEADING INTO THE LIFT STATION AND CLEARED THE SNOW OFF AROUND THE ACCESS PANELS //// 01-31-13 1 OCCASION																												
SNOW REMOVAL	SKIDLOADER //// LABORERS SHOVELED OFF THE ACCESS PANEL AREA	1	105.00	105.00																									
ICE MELT		1	25.00	25.00																									
<table border="1"> <tr> <td colspan="5">Approved by E & A Consulting Group, Inc.</td> </tr> <tr> <td>Date:</td> <td colspan="4">2-12-13</td> </tr> <tr> <td>Initials:</td> <td colspan="4">RFL</td> </tr> <tr> <td>SID No.</td> <td colspan="4">165</td> </tr> <tr> <td>Project No.</td> <td colspan="4">76023.08</td> </tr> </table>					Approved by E & A Consulting Group, Inc.					Date:	2-12-13				Initials:	RFL				SID No.	165				Project No.	76023.08			
Approved by E & A Consulting Group, Inc.																													
Date:	2-12-13																												
Initials:	RFL																												
SID No.	165																												
Project No.	76023.08																												
THANK YOU FOR YOUR BUSINESS SIGNED TIM GEIS			Total	\$130.00																									

GEIS INC.

6721 CLEAR CREEK CIRCLE
PAPILLION, NE 68133
PH # 402-740-4440

Invoice

Date	Invoice #
03/07/13	13039

BILL TO:

CHALCO POINTE SID 165
C/O E & A CONSULTING GROUP
330 N 117TH STREET
OMAHA, NE 68154-2509

RECEIVED
MAR 08 2013
BY: _____

PROJECT

CHALCO POINTE SID 165

Item	Job Description	Qty	Rate	Amount
SNOW REMOVAL ICE MELT	CLEARED THE SNOW OFF OF THE DRIVEWAY LEADING INTO THE LIFT STATION AND CLEARED THE SNOW OFF AROUND THE ACCESS PANELS //// 02-22-13	1	105.00	105.00
	SKIDLOADER //// LABORERS SHOVELED OFF THE ACCESS PANEL AREA	1	25.00	25.00

Approved by E & A Consulting Group, Inc.
Date: 3/14/13
Initials: RP
SID No. 165
Project No. 76023.08

THANK YOU FOR YOUR BUSINESS SIGNED TIM GEIS

Total \$130.00

GEIS INC.

6721 CLEAR CREEK CIRCLE
PAPILLION, NE 68133
PH # 402-740-4440

Invoice

Date	Invoice #
03/13/13	13061

BILL TO:

CHALCO POINTE SID 165
C/O E & A CONSULTING GROUP
330 N 117TH STREET
OMAHA, NE 68154-2509

RECEIVED

MAR 14 2013

BY: _____

PROJECT

CHALCO POINTE SID 165

Item	Job Description	Qty	Rate	Amount
SNOW REMOVAL ICE MELT	CLEARED THE SNOW OFF OF THE DRIVEWAY LEADING INTO THE LIFT STATION AND CLEARED THE SNOW OFF AROUND THE ACCESS PANELS //// 03-12-13 SKIDLOADER //// LABORERS SHOVELED OFF THE ACCESS PANEL AREA	1 1	105.00 25.00	105.00 25.00

Approved by E & A Consulting Group, Inc.
Date: 3/14/13
Initials: RM
SID No. 165
Project No. 76023.08

THANK YOU FOR YOUR BUSINESS SIGNED TIM GEIS

Total

\$130.00

Broomers, Inc.
P.O. Box 3666
Omaha, NE 68103

Invoice

Date 4/23/2012
Invoice # 542

Bill To
E & A Consulting Group
330 North 117th St.
Omaha, NE 68154

Ship To
Chalco Pointe
SID 165

P.O. # Patrick Pierce
Terms Net 30

Ship Date 4/23/2012
Due Date 5/23/2012
Other

Item	Description	Qty	Price	Amount
Spring Sweep	Street Sweeping-Chalco Pointe SID 165	1	250.00	250.00

Approved by E & A Consulting Group, Inc.	
Date:	<u>4/23/12</u>
Initials:	<u>RTG</u>
SID No.	<u>165</u>
Project No.	<u>76023.08</u>

Thank you for your business

Subtotal	\$250.00
Sales Tax (0.0%)	\$0.00
Total	\$250.00
Payments/Credits	\$0.00
Balance Due	\$250.00

Broomers, Inc.
cindi@broomersinc.com
www.broomersinc.com

402 346-6127

Broomers, Inc.
P.O. Box 3666
Omaha, NE 68103

Date 4/12/2013
Invoice # 582

Bill To
Chalco Pointe #165
E & A Consulting Group
330 North 117th St.
Omaha, NE 68154

Ship To

P.O. # Patrick Pierce
Terms Net 30

Ship Date 4/12/2013
Due Date 5/12/2013
Other

Item	Description	Qty	Price	Amount
Spring Sweep	Sweep Chalco Pointe #165 completed 4/11/2013	1	295.00	295.00

RECEIVED
APR 15 2013
BY: _____

Approved by E & A Consulting Group, Inc.
Date: 4/17/13
Initials: RPC
SID No. 1165
Project No. 76023.08

Thank you for your business

Broomers, Inc.
cindi@broomersinc.com
www.broomersinc.com

402 346-6127

Subtotal \$295.00
Sales Tax (0.0%) \$0.00
Total \$295.00
Payments/Credits \$0.00
Balance Due \$295.00

Brown & Brown, P.C., L.L.O.

ATTORNEYS AT LAW

2027 Dodge Street, Suite 501

P.O. Box 40

Omaha, Nebraska 68101-0040

Thomas R. Brown
William C. Brown
Steven J. Olson
Matthew F. Heffron

James W.R. Brown
Retired, 2010

PHONE (402) 346-5010
FAX (402) 345-8853

Of Counsel
Douglas S. Lash
Erin M. Dahms

February 13, 2013

John Fullenkamp
Attorney at Law
11440 W. Center Road
Omaha, NE 68144-4421

In re: SID Nos. 92, 165/Rock Creek Park

Dear John:

Enclosed please find a copy of the bills and warrants issued by SID No. 92 in payment thereof for mowing, fertilizing, repairs and trash collection for the Rock Creek Park since my letter of June 19, 2012 to you. The total amount paid by SID 92 was \$9,470.00 and each district's share is 50% or \$4,735.00. Please present this to the Board of Trustees for SID No. 165 and ask them to issue a general fund warrant payable to SID No. 92 for \$4,735.00 in accordance with the agreement between the two Districts.

Also, please advise if SID No. 165 has made any decision regarding the aquatic playground as outlined in my letter of August 28, 2012 to you.

Please call me if you have any questions.

Very truly yours,



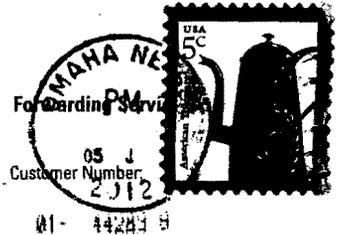
Steven J. Olson

SJO/maw
Enclosures



Gretna Sanitation

11855 S. 216th Street, Suite #3
Gretna, NE 68028
402-332-4710



Service Address:

PARK/PLAYGROUND

Date	Description	Qty.	Amount
	PRIOR BALANCE		210.00
4/05/12	PAYMENT - CK# 29979		210.00-
5/25/12	96GL STANDARD SERVICE # P/U: 1	2	105.00

*Paid 6/11/12
2200*

Thanks to the NE Environmental Trust & NE Lottery, we've recently been awarded grant funds for our composting program!

PERIOD: JUL-AUG-SEP 2012 BAL DUE: 105.00

Terms: Net 30 days.

A late fee of \$15 applies to all past due accounts, plus any legal and collection fees.

Printed on Recycled Paper

MIDLAND TURF MANAGEMENT

6311 S. 158th Street
Omaha, NE 68135

Bill To
Steve Olson Brown & Brown, PC LLO 2027 Dodge Street, Suite 501 Omaha, NE 68102

Property Address
SID 92

Joe Guelden - President
402-541-4215

Date	4/30/12
------	---------

Ron Guelden - Acct Mgr
402-203-1200

Invoice #	12-1004
-----------	---------

Terms: Due On Receipt

Serviced	Description	Quantity	Rate	Amount
04/06/12	Mow & Trim			\$ 110.00
04/06/12	Fertilize/Pre-Emergent			\$ 150.00
04/12/12	Mow & Trim			\$ 110.00
04/20/12	Mow & Trim			\$ 110.00
04/26/12	Mow & Trim			\$ 110.00
04/26/12	Blanket spray for weeds			\$ 150.00
<i>Paid 4/19/12 # 2201</i>				
			TOTAL	\$ 740.00

MIDLAND TURF MANAGEMENT

6311 S. 158th Street
Omaha, NE 68135

Bill To
Steve Olson Brown & Brown, PC LLO 2027 Dodge Street, Suite 501 Omaha, NE 68102

Property Address
SID 92

Joe Guelden - President
402-541-4215

Date	5/31/12
------	---------

Ron Guelden - Acct Mgr
402-203-1200

Invoice #	12-1005
-----------	---------

Terms: Due On Receipt

Serviced	Description	Quantity	Rate	Amount
05/04/12	Mow & Trim			\$ 110.00
05/11/12	Mow & Trim			\$ 110.00
05/11/12	Fertilize/Pre-Emergent			\$ 150.00
05/18/12	Mow & Trim			\$ 110.00
05/19/12	Tree removal			\$ 250.00
05/25/12	Mow & Trim			\$ 110.00
05/31/12	Mow & Trim			\$ 110.00
TOTAL				\$ 950.00

MIDLAND TURF MANAGEMENT

6311 S. 158th Street
Omaha, NE 68135

Bill To
Steve Olson Brown & Brown, PC LLO 2027 Dodge Street, Suite 501 Omaha, NE 68102

Property Address
SID 92

Joe Guelden - President
402-541-4215

Date	6/16/12
-------------	---------

Ron Guelden - Acct Mgr
402-203-1200

Invoice #	12-1006
------------------	---------

Terms: Due On Receipt

Serviced	Description	Quantity	Rate	Amount
06/08/12	Trim trees & bushes			\$ 1700.00
06/10/12	Mulch playground area - 75 sq. yds - not including trees			\$6,200.00
06/08/12	Mow & Trim			\$ 110.00
06/15/12	Mow & Trim			\$ 110.00
	Extra Mulch (15 yds)			\$ 300 ⁰⁰
TOTAL				6,420.00 \$ 7,120.00 \$ 6720 ⁰⁰

MIDLAND TURF MANAGEMENT

2207

6311 S. 158th Street
Omaha, NE 68135

Bill To
Steve Olson Brown & Brown, PC LLO 2027 Dodge Street, Suite 501 Omaha, NE 68102

Property Address
SID 92

Joe Guelden - President
402-541-4215

Date 7/31/12

Ron Guelden - Acct Mgr
402-203-1200

Invoice # 12-1007

Terms: Due On Receipt

Serviced	Description	Quantity	Rate	Amount
07/06/12	Mow & Trim			\$ 110.00
07/06/12	Fertilize/Grub Control			\$ 150.00
07/27/12	Mow & Trim			\$ 110.00
<i>paid 2207 9/4/12</i>				
			TOTAL	\$ 370.00

MIDLAND TURF MANAGEMENT

6311 S. 158th Street
Omaha, NE 68135

Bill To
Steve Olson Brown & Brown, PC LLO 2027 Dodge Street, Suite 501 Omaha, NE 68102

Property Address
SID 92

Joe Guelden - President
402-541-4215

Date	6/30/12
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Ron Guelden - Acct Mgr
402-203-1200

Invoice #	12-1006-1
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Terms:	Due On Receipt
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Serviced	Description	Quantity	Rate	Amount
06/23/12	Mow & Trim			\$ 110.00
06/29/12	Mow & Trim			\$ 110.00
TOTAL				\$ 220.00



Gretna Sanitation

11855 S. 216th Street, Suite #3
Gretna, NE 68028
402-332-4710

Forwarding Service Requested

Service Address:

*paid 2012
9/4/12*

Customer Number:

<small>PARK/PLAYGROUND</small> Date	Description	<small>01- 44283 9</small> Qty.	Amount
	PRIOR BALANCE		105.00
6/25/12	PAYMENT - CK# 67592		105.00-
8/29/12	96GL STANDARD SERVICE # P/U: 1 2		105.00

Note: Yard Waste season ends November 30

Please keep carts until next spring.

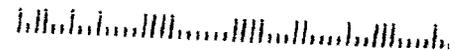
Holiday schedule on gretnasanitation.com

PERIOD:

OCT NOV DEC 2012

BAL DUE:

105.00



MIDLAND TURF MANAGEMENT

2214

6311 S. 158th Street
Omaha, NE 68135

Bill To

Steve Olson
Brown & Brown, PC LLO
2027 Dodge Street, Suite 501
Omaha, NE 68102

Property Address

SID 92

Joe Guelden - President
402-541-4215

Date 9/30/12

Ron Guelden - Acct Mgr
402-203-1200

Invoice # 12-1009

Terms: Due On Receipt

Serviced	Description	Quantity	Rate	Amount
09/01/12	Mow & Trim			\$ 110.00
09/01/12	Fertilize/4% Iron			\$ 150.00
<i>Paid 10/24/12 # 2214</i>				
			TOTAL	\$ 260.00

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 92 OF SARPY COUNTY, NEBRASKA

TO: TREASURER OF SARPY COUNTY, NEBRASKA

NO. 2200

DATE June 19, 2012

PAY TO **Gretna Sanitation** OR SUBSEQUENT REGISTERED OWNER HEREOF

One Hundred Five and No/100 DOLLARS (\$105.00)

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 SEVEN 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 JUNE 19, 2015 (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:

BANKER'S TRUST COMPANY, OMAHA, NEBRASKA.

CHAIRPERSON - TIM ALBERS

CLERK - STEPHANIE ADAMS

IN PAYMENT OF **standard trash pick up service**

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 92 OF SARPY COUNTY, NEBRASKA

TO: TREASURER OF SARPY COUNTY, NEBRASKA

NO. 2201

DATE June 19, 2012

PAY TO **Midland Turf Management** OR SUBSEQUENT REGISTERED OWNER HEREOF

One Thousand Six Hundred Ninety and no/100 DOLLARS (\$1,690.00)

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 SEVEN 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 JUNE 19, 2015 (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:

BANKER'S TRUST COMPANY, OMAHA, NEBRASKA.

CHAIRPERSON - TIM ALBERS

CLERK - STEPHANIE ADAMS

IN PAYMENT OF **April & May mow and trim service**

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 92 OF SARPY COUNTY, NEBRASKA

TO: TREASURER OF SARPY COUNTY, NEBRASKA

NO. 2202

DATE June 19, 2012

PAY TO **Bankers Trust Company** OR SUBSEQUENT REGISTERED OWNER HEREOF

Five Hundred and no/100 DOLLARS (\$500.00)

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 SEVEN 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 JUNE 19, 2015 (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:

BANKER'S TRUST COMPANY, OMAHA, NEBRASKA.

CHAIRPERSON - TIM ALBERS

CLERK - STEPHANIE ADAMS

IN PAYMENT OF **ANNUAL ADMINISTRATIVE FEE**

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 92 OF SARPY COUNTY, NEBRASKA

TO: TREASURER OF SARPY COUNTY, NEBRASKA

NO. 2206

DATE June 19, 2012

PAY TO Midland Turf Management OR SUBSEQUENT REGISTERED OWNER HEREOF

Six Thousand Seven Hundred Twenty and no/100 DOLLARS (\$6,720.00)

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 SEVEN 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 JUNE 19, 2015 (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:

BANKER'S TRUST COMPANY, OMAHA, NEBRASKA.

CHAIRPERSON ACTING- LINDA PAESL

CLERK - STEPHANIE ADAMS

IN PAYMENT OF

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 92 OF SARPY COUNTY, NEBRASKA

TO: TREASURER OF SARPY COUNTY, NEBRASKA

NO. _____
DATE _____, 20__

PAY TO _____ OR SUBSEQUENT REGISTERED OWNER HEREOF

DOLLARS (\$ _____)

AND CHARGE TO THE GENERAL ACCOUNT OF THE DISTRICT. IF THIS WARRANT IS REGISTERED BY THE COUNTY TREASURER, THE FOLLOWING PROVISIONS SHALL APPLY: THIS WARRANT SHALL DRAW INTEREST AT THE RATE OF SEVEN 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 JANUARY 31, 20__ (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:

BANKER'S TRUST COMPANY, OMAHA, NEBRASKA.

CHAIRPERSON - TIM ALBERS

CLERK - STEPHANIE ADAMS

IN PAYMENT OF

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 92 OF SARPY COUNTY, NEBRASKA

TO: TREASURER OF SARPY COUNTY, NEBRASKA

NO. _____
DATE _____, 20__

PAY TO _____ OR SUBSEQUENT REGISTERED OWNER HEREOF

DOLLARS (\$ _____)

AND CHARGE TO THE GENERAL ACCOUNT OF THE DISTRICT. IF THIS WARRANT IS REGISTERED BY THE COUNTY TREASURER, THE FOLLOWING PROVISIONS SHALL APPLY: THIS WARRANT SHALL DRAW INTEREST AT THE RATE OF SEVEN 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 JANUARY 31, 20__ (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:

BANKER'S TRUST COMPANY, OMAHA, NEBRASKA.

CHAIRPERSON - TIM ALBERS

CLERK - STEPHANIE ADAMS

IN PAYMENT OF

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 92 OF SARPY COUNTY, NEBRASKA

TO: TREASURER OF SARPY COUNTY, NEBRASKA

NO. 2207

DATE September 4, 2012

PAY TO Midland Turf Management OR SUBSEQUENT REGISTERED OWNER HEREOF

Five Hundred Ninety and no/100 DOLLARS (\$590.00)

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 SEVEN 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 4, 2015 (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:

BANKER'S TRUST COMPANY, OMAHA, NEBRASKA.

CHAIRPERSON -

CLERK - STEPHANIE ADAMS

IN PAYMENT OF park maintenance

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 92 OF SARPY COUNTY, NEBRASKA

TO: TREASURER OF SARPY COUNTY, NEBRASKA

NO. 2208

DATE September 4, 2012

PAY TO Martin D. Hocevar, PC OR SUBSEQUENT REGISTERED OWNER HEREOF

Two Thousand Two Hundred and no/100 DOLLARS (\$2,200.00)

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 SEVEN 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 4, 2015 (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:

BANKER'S TRUST COMPANY, OMAHA, NEBRASKA.

CHAIRPERSON -

CLERK - STEPHANIE ADAMS

IN PAYMENT OF work on 12audit and 13 budget

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 92 OF SARPY COUNTY, NEBRASKA

TO: TREASURER OF SARPY COUNTY, NEBRASKA

NO. 2209

DATE September 4, 2012

PAY TO Olmsted & Perry Consulting Engineering Inc. OR SUBSEQUENT REGISTERED OWNER HEREOF

Six Hundred Forty and 45/100 DOLLARS (\$640.45)

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 SEVEN 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 4, 2015 (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:

BANKER'S TRUST COMPANY, OMAHA, NEBRASKA.

CHAIRPERSON -

CLERK - STEPHANIE ADAMS

IN PAYMENT OF engineering services rendered

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 92 OF SARPY COUNTY, NEBRASKA
TO: TREASURER OF SARPY COUNTY, NEBRASKA

NO. 2210
DATE September 4, 2012

PAY TO Omaha Public Power District OR SUBSEQUENT REGISTERED OWNER HEREOF

Three Thousand Thirty and 96/100 DOLLARS (\$3,030.96)

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 SEVEN 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 4, 2015 (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:

BANKER'S TRUST COMPANY, OMAHA, NEBRASKA.

CHAIRPERSON -

CLERK - STEPHANIE ADAMS

IN PAYMENT OF ACCT #4504100020

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 92 OF SARPY COUNTY, NEBRASKA
TO: TREASURER OF SARPY COUNTY, NEBRASKA

NO. 2211
DATE September 4, 2012

PAY TO Steven J. Olson OR SUBSEQUENT REGISTERED OWNER HEREOF

Three Thousand Four Hundred Sixty Nine and 26/100 DOLLARS (\$3,469.26)

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 SEVEN 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 4, 2015 (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:

BANKER'S TRUST COMPANY, OMAHA, NEBRASKA.

CHAIRPERSON -

CLERK - STEPHANIE ADAMS

IN PAYMENT OF legal services rendered

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 92 OF SARPY COUNTY, NEBRASKA
TO: TREASURER OF SARPY COUNTY, NEBRASKA

NO. 2212
DATE September 4, 2012

PAY TO Gretna Sanitation OR SUBSEQUENT REGISTERED OWNER HEREOF

One Hundred Five and no/100 DOLLARS (\$105.00)

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 SEVEN 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 4, 2015 (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:

BANKER'S TRUST COMPANY, OMAHA, NEBRASKA.

CHAIRPERSON -

CLERK - STEPHANIE ADAMS

IN PAYMENT OF sanitation services rendered Oct - Dec 2012

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 92 OF SARPY COUNTY, NEBRASKA

TO: TREASURER OF SARPY COUNTY, NEBRASKA

NO. 2213

DATE October 24, 2012

PAY TO Steven J. Olson OR SUBSEQUENT REGISTERED OWNER HEREOF

Three Thousand Four Hundred Forty and 90/100 DOLLARS (\$3,440.90)

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 SEVEN 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 OCTOBER 24, 2015 (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:

BANKER'S TRUST COMPANY, OMAHA, NEBRASKA.

CHAIRPERSON -

CLERK -

IN PAYMENT OF legal services rendered

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 92 OF SARPY COUNTY, NEBRASKA

TO: TREASURER OF SARPY COUNTY, NEBRASKA

NO. 2214

DATE October 24, 2012

PAY TO Midland Turf Management OR SUBSEQUENT REGISTERED OWNER HEREOF

Two Hundred Sixty and no/100 DOLLARS (\$260.00)

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 SEVEN 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 OCTOBER 24, 2015 (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:

BANKER'S TRUST COMPANY, OMAHA, NEBRASKA.

CHAIRPERSON -

CLERK -

IN PAYMENT OF mow, trim & fertilize

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 92 OF SARPY COUNTY, NEBRASKA

TO: TREASURER OF SARPY COUNTY, NEBRASKA

NO. 2215

DATE October 24, 2012

PAY TO Omaha Public Power District OR SUBSEQUENT REGISTERED OWNER HEREOF

One Thousand Eleven and 38/100 DOLLARS (\$1,011.38)

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 SEVEN 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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BANKER'S TRUST COMPANY, OMAHA, NEBRASKA.

CHAIRPERSON -

CLERK -

IN PAYMENT OF

CONTRACT FOR FINANCIAL ADVISOR/FISCAL AGENT SERVICES

THIS CONTRACT FOR FINANCIAL ADVISOR/FISCAL AGENT SERVICES (together with the attached Exhibits, this "Contract") is entered into and is effective as of _____, 2013 (the "Effective Date") by and between **SANITARY AND IMPROVEMENT DISTRICT NO. 165 OF SARPY COUNTY IN THE STATE OF NEBRASKA** (the "District"), as its sole beneficiary, and **KUEHL CAPITAL CORPORATION** (the "Financial Advisor").

1. **Definitions.** All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with federal and state law, except where the context clearly indicates a different meaning.

2. **Term of Engagement.** This Contract shall be for an initial term beginning on the Effective Date and ending on June 30, 2015, subject to earlier termination pursuant to the provisions of Paragraph 9 and 10 hereof. Effective at the end of each fiscal year, beginning June 30, 2014, the term of this Agreement shall extend for an additional year beyond the then end of the term unless one party gives the other party notice, not less than ninety (90) days prior to the end of a fiscal year, that such party does not agree to such extension of the term.

3. **Basic Services.** The Financial Advisor is hereby engaged by the District as an independent contractor to perform, in accordance with industry best practices and in the best interest of the District, such portions of the work which may include but is not limited to those items outlined in Exhibit A (which is attached hereto and incorporated as a part of this Contract) (the "Financial Advisor Services"). The Financial Advisor shall be compensated for performing such Financial Advisor Services as provided in Exhibit B, which is attached hereto and incorporated as a part of this Contract.

4. **Records and Accounts.** The Financial Advisor shall maintain all records and accounts in connection with the Financial Advisor Services performed pursuant to this Contract in the manner and for at least the length of time prescribed by federal and state rules, regulations and industry standard guidelines governing financial advisors.

5. **No Underwriting.** The Financial Advisor covenants and agrees that neither it nor any person who serves as an officer or employee of the Financial Advisor will directly or indirectly act as or on behalf of an underwriter for any bonds, warrants or other obligations issued by the District.

6. **No Conflict of Interest; Termination of Prior Agreements.** The Financial Advisor shall advise the District of any business relationship (formal or otherwise) which may in any way be (or be construed to be) a conflict of interest. Prior to the expiration of the existing agreement between the District and the Financial Advisor, the District shall enter into a new agreement with a with a recognized municipal bond underwriting firm to underwrite the issuance of the District's indebtedness upon substantially the same terms and conditions set forth in the existing agreement between the District and the Financial Advisor dated April 25, 1995 (the "Existing Agreement") or such other terms and conditions that are acceptable to the District in the District's sole discretion. Upon the execution and delivery of the new agreement between the District and the new municipal bond underwriting firm, the Existing Agreement shall terminate; provided, however, the termination of the Existing Agreement shall in no way release or discharge the Financial Advisor from any liabilities, costs, penalties, fines or damages resulting from or

arising from any act or omission by the Financial Advisor prior to the termination of the Existing Agreement. The Financial Advisor hereby acknowledges that it previously conducted business with the District under the Existing Agreement, including arm's-length commercial transactions, and that at the time of such transactions the Financial Advisor had financial and other interests that differed from those of the District in regards to the issuance and sale of the District's obligations.

7. **Fiduciary Relationship.** The Financial Advisor acknowledges pursuant to this Contract that it has a fiduciary duty to the District under the federal securities laws and is required to act in the best interests of the District without regard to its own financial or other interests.

8. **No Other Compensation.** The Financial Advisor covenants and agrees that neither it nor any person who serves as an officer or employee of the Financial Advisor will receive or accept any compensation or other benefit or tangible thing of material value from any person or entity in connection with the issuance of any obligations or the incurrence of any indebtedness by the District or related to the Financial Advisor Services provided herein other than compensation pursuant to this Contract.

9. **Termination for Default.** Either party may terminate this Contract for failure of the other party to fulfill or promptly fulfill its covenants or obligations under this Contract.

(a) Upon a breach by one party of any covenant or obligation under this Contract, the non-breaching party shall send written notice of such breach to the other party. If the party in breach does not cure or remedy such breach within 30 business days of receiving such written notice, the non-breaching party may terminate this Contract immediately.

(b) If this Contract is terminated by reason of a default of the Financial Advisor prior to the completion of Financial Advisor Services under this Contract, the Financial Advisor shall immediately assign to the District, at the District's discretion, any contracts and/or agreements relative to this Contract entered into between the Financial Advisor and its subcontractors and consultants. The Financial Advisor also shall (i) immediately discontinue all work and services affected (unless the notice directs otherwise), and (ii) upon payment for work performed, promptly deliver to the District all studies, reports, documents, specifications, calculations, plans, estimates, summaries and other information and materials accumulated in performing this Contract.

10. **Termination upon Annexation.** This Contract will automatically terminate upon annexation of the District according to applicable Nebraska state law by a city with the authority to complete such annexation; provided all fees of the Financial Advisor hereunder have been paid in full.

11. **Ownership of Documents.** All studies, reports, documents, estimates, summaries and any other written materials produced, created or accumulated in performing this Contract and delivered to the District are and shall remain the property of the District and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the Financial Advisor.

12. **Liability.** The District agrees that the Financial Advisor's total liability under this Contract, for any reason, including but not limited to any negligence by or of the Financial Advisor, shall not exceed the actual damages of the District. Neither the District nor the Financial Advisor shall be liable for any special, incidental, punitive or consequential damages to the other resulting from the breach of this Contract.

13. **Assignment.** This Contract is a professional service agreement which relies upon the personal and professional integrity and expertise of the Financial Advisor to provide professional services to the District, the Financial Advisor may only assign its obligations, rights, duties or interest in this Contract to an affiliate of the Financial Advisor or any corporation, firm or other entity into which the Financial Advisor may merge or consolidate or to which the Financial Advisor may sell all or substantially all of its assets, provided the assignee accepts all the rights and obligations hereunder.

14. **Consultants and Subcontractors.** Prior to the engagement of any consultants or subcontractors, the Financial Advisor shall submit for approval by the District a list of any consultants or subcontractors the Financial Advisor intends to engage to perform work and/or services related to this Contract; provided however, that the Financial Advisor does not anticipate the need to engage any consultants or subcontractors in the performance of Financial Advisor Services covered under this Contract.

15. **Notices.** All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States mail, postage prepaid or e-mailed (with hard-copy follow-up by mail or delivery) and addressed as follows:

To the District: Fullenkamp, Doyle and Jobeun
11440 West Center Road, Ste. C
Omaha, Nebraska 68144
Attention: Mr. John Fullenkamp

To the Financial Advisor: Kuehl Capital Corporation
14747 California Street, Suite 1
Omaha, Nebraska 68154
Attention: Mr. Robert A. Wood
Email: rwood@kuehlcapital.com

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices shall be deemed received when delivered.

16. **Independent Contractor.** The Financial Advisor is engaged as an independent contractor, and the Financial Advisor shall accomplish all of the Financial Advisor Services provided for herein in such capacity. The District, the Chairman or other agents of the District will have no control or supervisory powers as to the detailed manner or method of the Financial Advisor's performance of the subject matter of this Contract.

17. **Time Is of the Essence.** Both the District and the Financial Advisor expressly agree that time is of the essence with respect to this Contract, and any schedule for completion of tasks pursuant to this Contract shall be observed accordingly; provided, however, that the District

and the Financial Advisor understand and agree that delays in the performance of Financial Advisor Services pursuant to this Contract due to circumstances or events outside the control of the parties shall result in a reasonable revision of the schedule and shall not constitute a default under this Contract.

18. **Amendment.** This Contract may be modified only by a written amendment of subsequent date hereto, approved by the District and the Financial Advisor. In the event the Financial Advisor's scope of work is increased or changed so as to materially increase the scope of Financial Advisor Services, the Financial Advisor may seek to amend this Contract.

19. **Nonwaiver.** Failure by either party to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law, or failure by either party to notify the other party properly in the event of default, or the acceptance of or payment for service or review or approval of any document shall not release either party from any of the obligations of this Contract and shall not be deemed a waiver of any right of either party to insist upon strict performance hereof or any of its rights or remedies to a prior or subsequent default hereunder.

20. **Remedies Cumulative.** The rights and remedies contained in this Contract shall not be exclusive but shall be in addition to all rights and remedies now or hereafter existing whether by statute, at law or in equity; provided, however, neither party may terminate its duties under this Contract except in accordance with the provisions hereof.

21. **Headings.** The section headings of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Contract.

22. **Severability.** In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Contract.

23. **Entire Agreement.** This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the District and the Financial Advisor concerning this Contract. Neither the District nor the Financial Advisor has made or shall be bound by any agreement or any representation to the other concerning this Contract, which is not expressly set forth or incorporated by reference herein.

24. **Construction and Enforcement.** This Contract shall be construed and enforced in accordance with the laws of the State of Nebraska.

25. **Authority of the Parties.** Each of the parties to this Contract, and each person signing this Contract on behalf of such party, represents and warrants to the other party to this Contract as follows: (a) that such party has full power and authority to execute, deliver and carry out the terms and provisions of this Contract; (b) that such party has taken all necessary action to authorize the execution, delivery and performance of this Contract; (c) that the individual(s) and/or entities executing this Contract on such party's behalf have the authority to bind it to the terms and conditions of this Contract; and (d) that this Contract has been duly executed and delivered by such party.

26. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.

27. **Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Contract was approved and duly executed by the Chairman of Sanitary and Improvement District No. 165 of SARPY County this ____ day of _____, 2013.

SANITARY AND IMPROVEMENT
DISTRICT NO. 165 OF SARPY COUNTY IN
THE STATE OF NEBRASKA

By _____
(Signature)

By _____
(Printed name)

Title: Chairman

IN WITNESS WHEREOF, this Contract was duly executed by the Financial Advisor this
__ day of _____, 2013.

KUEHL CAPITAL CORPORATION

By _____
Name: Robert A. Wood
Title: Managing Director

EXHIBIT A

SCOPE OF SERVICES FINANCIAL ADVISOR/FISCAL AGENT CONTRACT

The Financial Advisor will provide Financial Advisor Services, which may include, but are not limited to:

A. Strategic Services

1. Project financial feasibility analysis
 - (a) Evaluate assumptions for feasibility analysis as provided by developer and engineer and conduct qualitative analysis of subjective inputs to feasibility/debt structure discussion.
 - (b) At request of developer, attorney or engineer, meet with city/county planning officials to assist in negotiation on behalf of the District to determine scope and timing of infrastructure improvements to be installed.
 - (c) Conduct build-out analysis to analyze impact of scope and timing of improvements, quality and timing of reimbursables and to project timing and volume of bond issuance.
 - (d) Conduct cash flow analysis based on proposed cost of public improvements taking into account anticipated special assessments to be levied and projected general obligation costs to determine the Bond Fund levy necessary to cash flow the debt of the District given reasonable assumptions.
 - (e) Advise District, engineer and attorney as to the aggregate principal amount of construction fund warrants to be issued and timing of issuance based on build-out of the District.
 - (f) Advise District as to optimal financing structure regarding installation of public improvements.
2. Identify funding options (public sale vs. private placement, institutional vs. retail, negotiated vs. competitive) and recommend best choice given current market conditions.
3. Negotiate initial warrant and bond fiscal commitment with underwriter and secure financing commitment on behalf of the District.

4. Provide the District with an impact analysis on public improvement cost changes which are in excess of original estimates; including the impact such overruns will have on cash flow, debt issuance, budget and Bond and General Fund levies.
5. Annual budget analysis and recommendations
 - (a) Conduct annual budget cash flow analysis and, upon consultation with attorney, accountant, engineer, developer and District, recommend Bond Fund and General Fund tax levies.
 - (b) Make recommendations for cash management, and adjustment to financing plan / debt structure to best suit pace of development and current market conditions.
6. Assist the District in determining the most appropriate method for receiving underwriting proposals and evaluating such proposals.
 - (a) Assist the District in the selection of an underwriter, paying agent and other finance team members as needed. Assist District in determining the best firms to meet the needs of the District, and assist in negotiating final terms, conditions and fees.
 - (b) Contact underwriters to generate interest in submitting a proposal for a debt issuance, including underwriters located in Nebraska and active in the sanitary and improvement district debt industry.
 - (c) Assist in the selection and designation of Bond Counsel and Disclosure Counsel on behalf of the District. The fees of the professionals shall be paid by the District in the form of fee warrants or cash.
7. Conduct ongoing analysis of the outstanding debt of the District and identify opportunities to optimize structure and rates.
 - (a) Meet with the District to establish timing parameters for a particular financing and identify financing needs and issues.
 - (b) Notify the District of potential refunding opportunities, identifying specific full or partial issues that may qualify to be refunded based on current or forecasted market conditions.
 - (c) Attend meetings of the District, as requested and respond to the District's general or specific inquiries regarding its debt.

B. Transaction-Related Services

1. Assist District and attorney in addressing resident concerns related to proposed project and related financing.
 - (a) Develop a detailed strategy to highlight key credit strengths and address areas of concern. Assist in the preparation of a thorough credit presentation.
 - (b) Attend District Court hearings for new money issuance of bonds and provide expert testimony, as required.
2. Advising District regarding the method of sale for particular transactions, taking into account market conditions and other factors.
 - (a) Discuss potential financing structures with the District and determine the best approach given the District's goals.
 - (b) Conduct analysis and size bond transaction appropriately for tax-exempt issuance compliance.
 - (c) Advise on the general timing of the sale of bonds and/or warrants, taking into consideration major economic indicators, competing large bond sales that may impact the District's pricing, changing economic conditions, length of approval processes, and District scheduling concerns.
 - (d) Negotiation of various deal documents with underwriter, Bond Counsel, Disclosure Counsel, and other professionals with respect to debt instruments.
3. Initial Disclosure
 - (a) Work with Disclosure Counsel in the preparation of warrant Offering Circular, including coordinating updates from District, and deliver to underwriter in appropriate format.
 - (b) Prepare an "Addendum" to the Warrant Offering Circular and deliver to the underwriter in appropriate format when new debt is issued.
 - (c) Assist in the preparation of Bond Preliminary Official Statement and Final Official Statements and deliver to underwriter in appropriate format.

4. Warrant Issuance
 - (a) Review meeting minutes and resolutions specific to warrants issued.
 - (b) Prepare IRS Form 8038-G and 8038-GC for registered warrants.
 - (c) Package warrants and meeting minutes for review by Bond Counsel and act as point of contact between District and Bond Counsel to address any deficiencies that need to be addressed to acquire tax-exempt legal opinion.
 - (d) Coordinate the registration of warrants with County Treasurer.
 - (e) Coordinate endorsement of warrants by payees.
 - (f) Coordinate purchase of warrants by underwriter and payment to contractors.

5. Bond structuring and issuance
 - (a) Prepare plan of finance and related transaction timetable.
 - (b) Model the debt using assumptions specific to the District and the current market environment, advising on appropriate terms and conditions, including structure, maturity schedule and redemption provisions.
 - (c) Review the final Official Statement and all legal documents to ensure accuracy and completeness. Work with Bond Counsel to ensure all regulatory documentation is filed and assist in the closing process as needed.
 - (d) Coordinate with Bond Counsel to prepare the authorizing resolution and other documents. Review all draft financing documents. Work with the District and Disclosure Counsel in preparation of the Official Statement.
 - (e) File "Blanket Letter of Representations" (BLOR) with the Depository Trust Company (DTC) on behalf of the District.
 - (f) Structure debt issuances in manner complying with applicable Nebraska State statutory requirements, Internal Revenue Service (IRS) code, United States Securities Exchange Commission (SEC)

regulations and Municipal Securities Rulemaking Board (MSRB) rules.

- (g) On refunding issues, independently verify payoff amounts on bonds to be redeemed. On advanced refunding issues, provide calculation of net escrow funding requirement, coordinate selection of escrow agent and recommend appropriate investments for escrowed proceeds.
- (h) Prepare and present final analysis packet specific to transaction to the District.
- (i) Prepare and coordinate with Bond Counsel the filing requirements of the District regarding tax-exempt debt, including filing 8083-G with the Internal Revenue Service.
- (j) Coordinate closing activities between District, underwriter and other involved parties (Registrar and Paying Agent, Bond Counsel, Disclosure Counsel, Depository Trust Company, etc.) and address any unforeseen issues that come up prior to settlement to ensure timely closing.

6. Negotiated sales

- (a) Identify qualified underwriters in marketplace and advise District as to which underwriter is the best fit for the specific needs of the transaction.
- (b) Consult with underwriter to determine the marketability of various alternatives and structures given current market conditions.
- (c) Negotiate costs, interest rates, underwriter discount and specific terms on behalf of the District.
- (d) Explain to the District the risks associated with transaction as disclosed in the G-23 & G-17 letters from the underwriter and acknowledge receipt and understanding on behalf of the District.
- (e) Assist District with understanding bond pricing and marketing approaches, including advice regarding retail and institutional sales, public vs. private placement and analysis of comparable deals in the marketplace.
- (f) Conduct a pre-pricing discussion to update the District on market conditions leading into the pricing period. Hold a pricing call with

the underwriter and the District, present comparable issue pricing to the underwriter as a basis for negotiation, and react and respond to last-minute pricing issues.

7. **Competitive Sales**

- (a) Identify active SID underwriters in the marketplace and advise District as to what firms are to be approached with a request for a bid.
- (b) Develop bid request with terms and conditions specific to District's needs and distribute request of proposal to selected bidder(s).
- (c) Receive bids from underwriters on pricing date and evaluate bids to verify lowest cost and that the lowest cost bid meets the specified terms and conditions.
- (d) Recommend the lowest cost, qualified and best bidder and award bonds to selected bidder.

C. **Post-Issuance Services**

- 1. Assist District in preparing and submitting continuing disclosures as they relate to updated financial information, including compiling updated data and assisting Dissemination Agent with ongoing disclosure obligations of the District pursuant to SEC Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, as applicable. Such information shall include annual operating data, annual audit and material event filings.
- 2. Research and advise the District concerning aspects of tax exemption and arbitrage on existing debt in cooperation with Bond Counsel, District Accountant and District Attorney, including helping coordinate post issuance compliance obligations of the District.
- 3. Manage SID fund balances.
 - (a) Track Bond Fund and General Fund balances.
 - (b) Provide investment direction to County Treasurer concerning Bond Fund and General Fund balances.

- (c) Coordinate redemption of general fund and construction fund warrants with cash from the Bond Fund or General Fund, as necessary.
- 4. Review minutes of District meetings.
- 5. Coordinate annual interest payment of construction fund warrants
- 6. Scan all District minutes received from District into electronic format and maintain archive.
- 7. Scan all warrant legal opinions from Bond Counsel into electronic format and maintain archive. Deliver the same to underwriter.
- 8. Maintain database of outstanding warrant debt to generate reports by payee, registration dates, maturity date and have the ability to calculate principal and interest payments.
- 9. Coordinate the periodic reconciliation of District warrant debt with Registrar and Paying Agent and County Treasurer.
- 10. Track District development by performing periodic site visits and keeping a journalized entry system containing house counts and other significant development events.
- 11. Track outstanding bond debt to identify and present refunding opportunities to the District.
- 12. Restructuring and Bankruptcy Services (Chapter 9).
 - (a) Restructure debt with complex credit structures.
 - (b) Conduct credit analysis.
 - (c) Negotiate with creditors/creditor representatives on behalf of the District.
 - (d) Work with District and bankruptcy and attorneys to assist in drafting of documents (plan of adjustment, disclosure statement, etc.)
 - (e) Execute Plan of Adjustment and confirmed by the Bankruptcy Court.

D. Private Placement/Nontraditional Financing Services

1. Assist the District in identifying prospective investors
2. Provide all of the services listed in Section B and C above, as applicable.
3. Prepare credit package to solicit initial feedback from prospective investors.
4. Present feedback to the District; determine next steps and likely timeline.
5. Assist District with preparation of Purchase Agreement.
6. Assist District and Disclosure Counsel with preparation of Private Placement Memorandum.
7. Assist District with preparation of Investor Letter.

EXHIBIT B

FEES FINANCIAL ADVISOR CONTRACT

Under the terms of this Contract, the Financial Advisor agrees to perform the Financial Advisor Services described in this Contract. The District agrees, in accordance with the limitations and conditions set forth in the Contract, to compensate the Financial Advisor as follows:

1. **Exhibit A, Section A. and C. (Strategic Services and Post-Issuance Services).** For providing Strategic Services and Post-Issuance Services, the Financial Advisor shall receive a fixed annual fee equal to:

(a) Flat fee of \$ 3,000 / per annum. At the District's election, such fees shall be payable at the beginning of the District's fiscal year or in equal quarterly installments on September 30, December 31, March 31, June 30.

2. **Exhibit A, Section B. and D. (Transaction-Related Services and/or Private Placement Services).** For providing Transaction-Related Services and/or Private Placement Services related to the issuance, refinancing or restructuring of any bonds, warrants or other obligations of the District, the Financial Advisor shall receive a consultant fee for structuring as follows:

(a) **Warrants.** In connection with the issuance of general fund warrants and/or construction fund warrants, a fee payable in warrants at the time of such issuance equal to **2.50 %** of the principal amount of the warrants issued.

(b) **General Obligation Bonds.** In connection with the issuance of general obligation bonds, a fee equal to **4.00%** of the principal amount of such bonds. Such fee shall be paid in warrants at the time of the closing of the bonds.

(c) **General Obligation Refunding Bonds.** In connection with the issuance of general obligation refunding bonds, a fee equal to **3.00%** of the principal amount of such bonds.

(d) **Other Obligations.** In connection with the District's incurrence of other indebtedness, the District and the Financial Advisor shall negotiate a reasonable fee upon terms acceptable to both parties.

AGENDA

Sanitary and Improvement District No. 165 of Sarpy County, Nebraska; Meeting to be held April 26, 2013.

1. Present statements, vote on and approve payment from the General Fund Account of the District for the following:

a) OPPD for lift station energy (#0523000010).	784.37
b) E&A Consulting Group for engineering services (119142, 119416, 119657, 119929, 120178).	888.93
c) HTM Sales, Inc., for lift station inspection (#12-28913-1, 12-27384-17, 27384-18, 13-29178-1, 2, 3).	6,466.04
d) Utilities Service Group for sewer cleaning (#9801).	4,612.50
e) Bankers Trust for paying agent fees (#9352, 9353).	750.00
f) Lengemann & Associates, P.C., for accounting services.	230.00
g) Chastain Otis, Inc., for policy renewals (#23901).	450.00
h) Stanek Construction Company for street signs (#13-015).	190.00
i) Geis, Inc., for snow and ice removal (#12297, 13016, 13039, 13061).	520.00
j) Broomers, Inc., for street sweeping (#542, 582).	545.00
k) SID #92 for half of Rock Creek Park expenses.	4,735.00

2. Present for approval Municipal Advisor Agreement with Kuehl Capital Corporation.