

**MINUTES OF THE MEETING OF THE BOARD OF  
TRUSTEES OF SANITARY & IMPROVEMENT DISTRICT NO. 191  
OF SARPY COUNTY, NEBRASKA**

The meeting of the Board of Trustees of Sanitary & Improvement District No. 191 of Sarpy County, Nebraska, was convened in open and public session at 8:15 o'clock a.m., on September 11, 2013 at 1200 Golden Gate Drive, Papillion, Nebraska. Present were the following Trustees: Spencer Kimball, Rhonda Miller and Robert Roth. Also present were James E. Lang, counsel for the District and John Winter, the District's accountant. Notice of the meeting was given in advance thereof by publication in The Papillion Times, Sarpy County, Nebraska, on September 4, 2013, a copy of the Proof of Publication being attached to these minutes. Notice of this meeting was simultaneously given to all members of the Board of Trustees, and a copy of their Acknowledgment of Receipt of Notice 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 Chairman 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 first item on the agenda was to approve the minutes of the November 8, 2012, District meeting.

After a full discussion, and upon a motion being duly made and seconded, with everyone voting "aye" and no one voting "no", the following resolution was adopted:

**RESOLVED**, that the minutes of the November 8, 2012, District meeting are hereby approved.

The Chairman announced that this was the time and place set for the Public Hearing on the proposed Budget Statement of the District. The Clerk presented Proof of Publication of Notice of this hearing and the budget summary, which was ordered attached to these minutes.

No person appeared to present support, opposition, criticism, suggestions or observations relating to the proposed budget and tax levy.

The Chairman stated that the Board should now vote on the proposed budget.

After a full discussion, and upon a motion being duly made with everyone voting "aye" and no one voting "no", the following resolution was adopted:

**BE IT RESOLVED**, that the proposed budget statement for this District which is set forth in full in the minutes of this meeting be and hereby is adopted as the budget of this District, as amended.

**BE IT FURTHER RESOLVED**, that the Clerk be and hereby is authorized and directed to file copies of the adopted budget

statement, along with the minutes of the special meeting of the Board, and the certificate of valuation with the County Clerk of Sarpy County, Nebraska, and with the auditor of Public Accounts of the State of Nebraska.

The Chairman then stated that, the Budget for the District having been adopted, it would be appropriate at this time to levy a tax in accordance with the Budget Statement.

After a full discussion, and upon a motion being duly made with everyone voting "aye" and no one voting "no", the following resolution was adopted:

**BE IT RESOLVED**, by the Board of Trustees of Sanitary and Improvement District No. 191 of Sarpy County, Nebraska, has given the proper five day published notice of the hearing on the proposed budget.

1. That a levy of .38000 cents to the General Fund, and .52000 cents to the Sinking Fund for each \$100.00 of actual valuation shall be made upon all taxable property within the District, except intangible property, which levy totals \$13,489.30 to the General Fund and \$18,459.04 to the Sinking Fund, for a total levy and tax of .900000 cents for each \$100 of actual valuation and \$31,948.34 in property taxes.

2. That the Clerk of the District is hereby directed to certify said levy to the County Clerk of Sarpy County, Nebraska, and to file a copy of such certification with the Auditor of Public Accounts of the State of Nebraska on or before September 20, 2013.

The Chairman then stated that the Board should now pass a resolution waiving the requirement of the audit for the fiscal year ending June 30, 2013.

After a full discussion, and upon a motion being duly made with everyone voting "aye" and no one voting "no", the following resolution was adopted:

**BE IT RESOLVED**, by the Board of Trustees hereby finds that it is in the best interest of the District to waive the requirement of preparing an audit for the District for the fiscal year ending June 30, 2013 and to so indicate on the District's budget document.

The District's Attorney then submitted to the Board a Contract for Financial Advisor/Fiscal Agent Services from the District's fiscal agent, Kuehl Capital Corporation. It was explained that Kuehl Capital Corporation, under the Agreement, would be a financial advisor but not an underwriter. The purpose of the Agreement was to set forth this matter, and also, provide financial advisor services to be performed by Kuehl Capital Corporation for the District, many of which services have been provided in the past. It was explained that the financial services which consist of providing financial advice to the District for the budget,

investing the District balances, and filing the appropriate documentation to make sure the District remains in compliance with all laws relative to the bond issue.

After a full discussion, and upon a motion being duly made with everyone voting "aye" and no one voting "no", the following resolution was adopted:

**BE IT RESOLVED**, by the Board of Trustees hereby approves the Contract for Financial Advisor Services, a copy of which is attached to the minutes of this meeting.

The Chairman stated that the District needs to ratify the issuance of warrant numbers 368 through 371.

After full discussion upon motion being duly made and seconded with all Trustees present voting "aye" and with no Trustees voting "no", the following Resolution was adopted:

**RESOLVED**, that the Board of Trustees hereby ratifies the issuance of warrant number 368 through 371 of the District.

Discussion was then held concerning the general District matters.

The Chairman then presented the following items for consideration by the Board:

1. Statement from World Herald Media Group in the amount of \$84.81 for order number 1673573.
2. Statement from OPPD in the amount of \$1,026.91 for account number 7883720737.
3. Statement from Chastain-Otis in the amount of \$1,519.00 for invoice numbers 24241, 24351 and 23902.
4. Statement from Clean Sweep Commercial Inc. in the amount of \$100.00 for invoice number 2597.
5. Statement from E & A Consulting Group, Inc. in the amount of \$465.98 for invoice numbers 119932, 120472, 121116 and 121396.
6. Statement from Laughlin, Peterson & Lang in the amount of \$3,675.29.
7. Statement from Lengemann & Associates in the amount of \$3,300.00.
8. Statement from Bankers Trust in the amount of \$500.00 for invoice number 9327.

After full discussion upon motion being duly made and seconded, with all Trustees present voting "aye" and with no Trustees voting "no", the following Resolution was adopted:

**RESOLVED**, that the Board of Trustees of Sanitary and Improvement District No. 191 of Sarpy County, Nebraska hereby approves the above items for payment and hereby authorizes and directs that the following warrants be prepared and issued by the Chairman and Clerk in payment thereof, said warrants to bear interest at the rate of 7% per annum after registration and to be charged to the General Fund of the District, with the interest to be payable on maturity and to be redeemed no later than September 11, 2016, subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska after notice is given as required by law, to-wit:

1. WARRANT NO. 372 payable to World Herald Media Group in the amount of \$84.81 for order number 1673573.
2. WARRANT NO. 373 payable to OPPD in the amount of \$1,026.91 for account number 7883720737.
3. WARRANT NO. 374 payable to Chastain-Otis in the amount of \$1,519.00 for invoice numbers 24241, 24351 and 23902.
4. WARRANT NO. 375 payable to Clean Sweep Commercial Inc. in the amount of \$100.00 for invoice number 2597.
5. WARRANT NO. 376 payable to E & A Consulting Group, Inc. in the amount of \$465.98 for invoice numbers 119932, 120472, 121116 and 121396.
6. WARRANT NO. 377 payable to Laughlin, Peterson & Lang in the amount of \$3,675.29.
7. WARRANT NO. 378 payable to Lengemann & Associates in the amount of \$3,300.00.
8. WARRANT NO. 379 payable to Bankers Trust in the amount of \$500.00 for invoice number 9327.

**BE IT RESOLVED**, by the Board of Trustees of Sanitary and Improvement District No. 191 of Sarpy County, Nebraska, that both they and the district hereby find and determine and covenant, warrant and agree as follows: the improvements and/or facilities being financed or refinanced by the above Warrants are for essential governmental functions and are designed to serve members of the general public on an equal basis; all said improvements have from the time of their first acquisition and construction been owned, are owned and are to be owned by the

District or another political subdivision; to the extent special assessments have been or are to be levied for any of said improvements, such special assessments have been or are to be levied under Nebraska law as a matter of general application to all property specially benefited by said improvements in the District; the development of the land in the District is for residential or commercial use and the development of the land in the District for sale and occupation by the general public has proceeded and is proceeding with reasonable speed; other than any incidental use of said improvements by a developer during the initial period of development of said improvements, there have been, are and will be no persons with rights to use such improvements other than as members of the general public; none of the proceeds of said Bonds or any refinanced indebtedness have been or will be loaned to any private person or entity; the District hereby authorizes and directs the Chairperson or Clerk to file or cause to be filed, when due, an information reporting form pursuant to Section 149(e) of the Internal Revenue Code of 1986, as amended, pertaining to the above Warrants; and the District does not reasonably expect to sell or otherwise dispose of said improvements and/or facilities, in whole or in part, prior to the last maturity of the above Warrants.

**BE IT FURTHER RESOLVED**, by the Board of Trustees of Sanitary and Improvement District No. 191 of Sarpy County, Nebraska, that the District hereby covenants, warrants and agrees as follows: (a) to take all actions necessary under current federal law to maintain the tax exempt status (as to taxpayers generally) of interest on the above Warrants; and (b) to the extent that it may lawfully do so, the District hereby designates the above Warrants as its "qualified tax exempt obligations" under Section 265(b)(3)(B)(i)(III) of the Internal Revenue Code of 1986 as amended and covenants and warrants that the District does not reasonably expect to issue warrants or bonds or other obligations aggregating in the principal amount of more than \$5,000,000 during the calendar year in which the above Warrants are to be issued.

**BE IT FURTHER RESOLVED**, by the Board of Trustees of Sanitary and Improvement District No. 191 of Sarpy County, Nebraska that this and the preceding Resolutions are hereby adopted as the Certificate with Respect to Arbitrage of the District pertaining to the above Warrants and the District and the Chairman and Clerk of the District hereby further certify, as of the date of the registration of the above Warrants with the County Treasurer of Sarpy County, Nebraska, as follows:

1. No separate reserve or replacement fund has been or will be established with respect to the above Warrants. The District reasonably anticipates that monies in its Bond Fund reasonably attributable to the above Warrants in excess of the lesser of: (a) 10% of the net principal proceeds of the above Warrants, (b) the maximum annual debt service due on the above Warrants, or (c) 125% of average annual debt service due on the above Warrants will be expended for payment of principal of and interest on the above Warrants within 13 months after receipt of such monies. That amount which is currently held in the District's Bond Fund which exceeds the amount which is to be expended for payment of principal and interest on the above Warrants within 13 months after receipt of such monies, plus that amount arrived at pursuant to the immediately preceding sentence, will not be invested in any securities or any other investment obligations which bear a yield, as computed in accordance with the actuarial method, in excess of the yield on the above Warrants.

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

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

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

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



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Spencer Kimball, Chairman



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Rhonda Miller, Clerk



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Robert Roth, Trustee

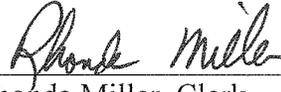
**ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF HEARING**

The undersigned Trustees of Sanitary and Improvement District No. 191 of Sarpy County, Nebraska, hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said District and the agenda for such meeting held at 8:15 a.m. at 1200 Golden Gate Drive, Papillion, Nebraska.

Dated this 11th day of September, 2013.



Spencer Kimball, Chairman



Rhonda Miller, Clerk



Robert Roth, Trustee

**CERTIFICATE**

STATE OF NEBRASKA    )  
                                  )  
COUNTY OF SARPY     )  
                                  )  
SANITARY AND         )  
IMPROVEMENT         )  
DISTRICT NO. 191     )

I, the undersigned, Clerk for Sanitary and Improvement District No. 191 of Sarpy County, Nebraska, hereby certify that all of the subjects included in the attached proceedings were contained in the agenda for the meeting of September 11, 2013, kept continually current and available for public inspection at the office of the Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the Chairman and Board of Trustees of the District, from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 11<sup>th</sup> day of September, 2013.

  
Rhonda Miller, Clerk

**CERTIFICATE OF NOTICE**

STATE OF NEBRASKA     )  
  )  
COUNTY OF SARPY     )

I hereby certify that I am the duly qualified and acting Clerk of Sanitary and Improvement District No. 191 of Sarpy County, Nebraska, and that not less than seven (7) days prior to the date set for this meeting of the Board of Trustees of this District, a notice was sent to the Clerk of Sarpy County, Papillion, Nebraska, the municipality or county whose zoning jurisdiction this District is located, notifying said Clerk of this meeting.

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

  
\_\_\_\_\_  
Rhonda Miller, Clerk

## CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of Sanitary and Improvement District Number 191 of Sarpy County, Nebraska, (the "District") and hereby further certify as follows:

1. Annexed to this certificate is a true and correct transcript of the proceedings of the Board of Trustees of the District relating to a meeting of said District held on the date and at the time reflected in the meeting minutes contained in said foregoing transcript (the "Meeting"). All of the proceedings of the District and of the Board of Trustees thereof which are set out in the annexed and foregoing transcript have been fully recorded in the journal of proceedings of the District and the undersigned District Clerk has carefully compared the annexed and foregoing transcript with said journal and with the records and files of the District which are in such Clerk's official custody and said transcript is a full, true and complete copy of said journal, records and files which are set out therein.

2. Advance notice for the Meeting was given by publication as set forth in the affidavit of publication contained in the foregoing transcript and was mailed to the Clerk of the municipality or county within whose zoning jurisdiction the District is located at least seven days prior to the date of the Meeting. Advance notice for the Meeting, including notice of agenda subjects, was given to all members of the Board of Trustees. All news media requesting notification of meetings of said body were provided with advance notice of the times and places of such meetings and the subjects to be discussed.

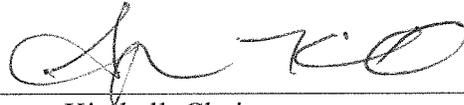
3. All of the subjects addressed at the Meeting were contained in the agenda for the Meeting, which agenda was kept continually current and readily available for public inspection at the address listed in the meeting notice for the Meeting and a copy of which is attached to this Certificate; such subjects were contained in said agenda for at least 24 hours prior to the Meeting and each agenda item was sufficiently descriptive to give the public reasonable notice of the matters to be considered at the Meeting.

4. A current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during the Meeting in the room in which such Meeting was held and all in attendance at the Meeting were informed that such copy of the Nebraska Open Meetings Act was available for review and were informed of the location of such copy in the room in which such Meeting was being held. At least one copy of all resolutions and other reproducible written materials, for which actions are shown in said proceedings, was made available for examination and copying by members of the public at the Meeting.

5. The minutes of the Meeting were in written form and available for public inspection within ten (10) working days after the Meeting or prior to the next convened meeting, whichever occurred earlier, at the office of the District; within thirty (30) days after the date of the Meeting, a copy of the minutes of the Meeting was sent to the Clerk of the municipality or county within whose zoning jurisdiction the District is located.

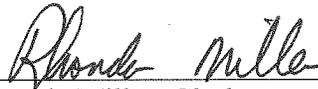
6. No litigation is now pending or threatened to restrain or enjoin the District from the issuance and delivery of any warrants or other obligations issued by the District or the levy and collection of tax or other revenues or relating to any of the improvements for which any such warrants or other obligations were or are issued nor in any manner questioning the proceedings and authority under which any such warrants or other obligations were or are issued or affecting the validity thereof; neither the corporate existence or boundaries of the District nor the title of its present officers to their respective offices is being contested; no authority or proceedings for the issuance of any warrants or other obligations by the District have been repealed, revoked or rescinded as of the date hereof. All actions taken by the Board of Trustees referred to in said transcript were taken at a public meeting while open to the attendance of the public.

IN WITNESS WHEREOF, we have hereunto affixed our official signatures this 11<sup>th</sup> day of September, 2013.



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Spencer Kimball, Chairman



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Rhonda Miller, Clerk

**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 September 11, 2013 (the "Effective Date") by and between **SANITARY AND IMPROVEMENT DISTRICT NO. 191 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 June 2, 1997 (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:                      Laughlin, Peterson & Lang  
   11718 Nicholas Street  
   Omaha, Nebraska    68154  
   Attention:    Mr. Jim Lang

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

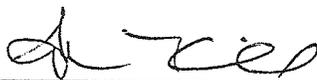
26. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.

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. 191 of SARPY County this 12<sup>th</sup> day of September, 2013.

SANITARY AND IMPROVEMENT  
DISTRICT NO. 191 OF SARPY COUNTY IN  
THE STATE OF NEBRASKA

By   
(Signature)

By SPENCER KIMBALL  
(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

### FEEES 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 \$ 600 / 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 structuring fee 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 registered.

(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.

SANITARY AND IMPROVEMENT DISTRICT NO. 191  
OF SARPY COUNTY, NEBRASKA

**AGENDA**

September 11, 2013  
8:15 A.M.

The following items are the matters which are to be brought before the Board of Trustees of the above District at the meeting.

1. Approve minutes of meeting held November 8, 2012.
2. Conduct budget meeting; adopt budget.
3. Discuss Municipal Advisor Agreement.
4. Payment of bills and invoices:

a)	World Herald Media Group - (G)	84.81
b)	OPPD – (G)	1,026.91
c)	Chastain-Otis – (G)	1,519.00
d)	Clean Sweep Commercial Inc. – (G)	100.00
e)	E & A Consulting Group, Inc. – (G)	465.98
f)	Laughlin, Peterson & Lang - (G)	3,675.29
g)	Lengemann & Associates, P.C. - (G)	3,300.00
h)	Bankers Trust – (G)	500.00
5. General District business.
6. Additional matters brought before the Board of Trustees.

Rhonda Miller, Clerk







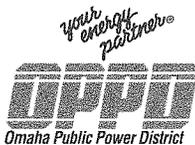
Account Number	Due Date	Total Amount Due
7883720737	Mar 19, 2013	\$146.89

Customer Name: SID 191 SARPY CO  
 Statement Date: February 27, 2013

**Billing Information for service address: 7200 PINNACLE DR, STLTS PAVILLION NE**

Billing Period From 01-29-2013 To 02-27-2013 @29 Days

Rate	Method No.	Number of Lamps	Price per Lamp	Usage			
				Current Amount	Fuel and Purchased Power Adjustment	Total Usage Amount	Sub-Total Amount per Rate
SL61	61211	8	\$17.28	\$138.24			
SL61					0.99	138.24	\$146.89



Account Number	Due Date	Total Amount Due
7883720737	Apr 17, 2013	\$293.67

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

Customer Name: SID 191 SARPY CO  
Statement Date: March 28, 2013

**Billing Information for service address: 7200 PINNACLE DR, STLTS PAPILLION NE**

Billing Period From 02-27-2013 To 03-28-2013 @29 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$138.24	\$0.89	\$146.78

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

Sales Tax 7.65  
 Total Charges \$146.78  
 Previous Balance 146.89  
 Total Amount Due \$293.67

Late Payment Charge of \$5.87 applies after due date.

1

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
7883720737	Apr 17, 2013	\$293.67

Late Payment Charge of \$5.87 applies after due date.

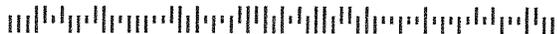
Amount Paid

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

One-Time Contribution \$ \_\_\_\_\_

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

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

  
 SID 191 SARPY CO  
 %JIM LANG  
 11718 NICHOLAS ST STE 101  
 OMAHA NE 68154-4434

PO BOX 3995  
OMAHA NE 68103-0995



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Account Number	Due Date	Total Amount Due
7883720737	Apr 17, 2013	\$293.67

Customer Name: SID 191 SARPY CO  
 Statement Date: March 28, 2013

**Billing Information for service address: 7200 PINNACLE DR, STLTS PAPIILLION NE**

Billing Period From 02-27-2013 To 03-28-2013 @29 Days

Rate	Method No.	Number of Lamps	Price per Lamp	Usage			
				Current Amount	Fuel and Purchased Power Adjustment	Total Usage Amount	Sub-Total Amount per Rate
SL61	61211	8	\$17.28	\$138.24			
SL61					0.89	138.24	\$146.78



Account Number	Due Date	Total Amount Due
7883720737	May 14, 2013	\$146.89

**DISCONNECT NOTICE!**  
**¡AVISO DESCONEJIÓN!**

Statement Date: April 29, 2013

Customer Name: SID 191 SARPY

Service Address: 7200 PINNACLE DR, STLTS

The electric service bill for this service location is seriously delinquent, and payment is required by May 14, 2013 to avoid further collection activity on the account. If you are a Level Payment Plan customer, the account will also be removed from the Plan on this date. For your convenience, OPPD accepts electronic payments by telephone or online at [www.oppd.com](http://www.oppd.com).

If you would like additional information about this account, please call a customer service representative at (402) 536-4131.

SEE REVERSE SIDE FOR YOUR RIGHTS

Please return this portion with payment

**DISCONNECT NOTICE!**  
**¡AVISO DESCONEJIÓN!**

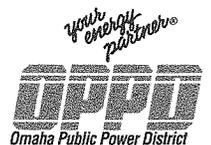
Statement Date: April 29, 2013

Account Number	Due Date	Total Amount Due
7883720737	May 14, 2013	\$146.89



SID 191 SARPY  
%JIM LANG  
11718 NICHOLAS ST STE 101  
OMAHA NE 68154-4434

PO BOX 3995  
OMAHA NE 68103-0995



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Account Number	Due Date	Total Amount Due
7883720737	May 20, 2013	\$440.43

Customer Name: SID 191 SARPY  
Statement Date: April 29, 2013

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

**Billing Information for service address: 7200 PINNACLE DR, STLTS PAVILLION NE**

Billing Period From 03-28-2013 To 04-29-2013 @32 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$138.24	\$0.87	\$146.76

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

Sales Tax 7.65  
 Total Charges \$146.76  
 Previous Balance 293.67  
 Total Amount Due \$440.43

Late Payment Charge of \$5.87 applies after due date.

1 Please return this portion with payment

Are you planning any spring projects? Remember to call the Digger's Hotline of Nebraska at 811 or 800-331-5666 before you dig.

Statement Date: April 29, 2013

Account Number	Due Date	Total Amount Due
7883720737	May 20, 2013	\$440.43

Late Payment Charge of \$5.87 applies after due date.

Amount Paid

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

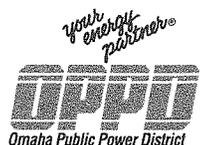
One-Time Contribution \$

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

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

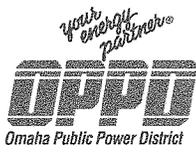
  
 SID 191 SARPY  
 %JIM LANG  
 11718 NICHOLAS ST STE 101  
 OMAHA NE 68154-4434

PO BOX 3995  
OMAHA NE 68103-0995



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Account Number	Due Date	Total Amount Due
7883720737	May 20, 2013	\$440.43

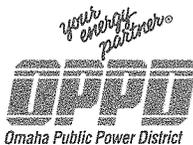
Customer Name: SID 191 SARPY  
Statement Date: April 29, 2013

Billing Information for service address: 7200 PINNACLE DR, STLTS PAPILLION NE

Billing Period From 03-28-2013 To 04-29-2013 @ 32 Days

Rate	Method No.	Number of Lamps	Price per Lamp	Usage			Sub-Total Amount per Rate
				Current Amount	Fuel and Purchased Power Adjustment	Total Usage Amount	
SL61	61211	8	\$17.28	\$138.24			
SL61					0.87	138.24	\$146.76





Account Number	Due Date	Total Amount Due
7883720737	Jun 19, 2013	\$587.06

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

Customer Name: SID 191 SARPY  
Statement Date: May 30, 2013

**Billing Information for service address: 7200 PINNACLE DR, STLTS PAVILLION NE**

Billing Period From 04-29-2013 To 05-30-2013 @31 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$138.24	\$0.75	\$146.63

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

Sales Tax 7.64  
 Total Charges \$146.63  
 Previous Balance 440.43  
 Total Amount Due \$587.06

Late Payment Charge of \$5.87 applies after due date.

1

Please return this portion with payment

In the market for a home? Energy-efficiency is an important consideration. Visit oppd.com/homes to learn about High Performance Homes.

Statement Date: May 30, 2013

Account Number	Due Date	Total Amount Due
7883720737	Jun 19, 2013	\$587.06

Late Payment Charge of \$5.87 applies after due date.

Amount Paid

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

One-Time Contribution \$

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

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



SID 191 SARPY  
%JIM LANG  
11718 NICHOLAS ST STE 101  
OMAHA NE 68154-4434

PO BOX 3995  
OMAHA NE 68103-0995



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Account Number	Due Date	Total Amount Due
7883720737	Jun 19, 2013	\$587.06

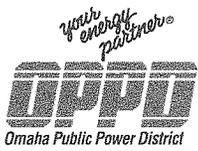
Customer Name: SID 191 SARPY  
Statement Date: May 30, 2013

Billing Information for service address: 7200 PINNACLE DR, STLTS PAPILLION NE

Billing Period From 04-29-2013 To 05-30-2013 @31 Days

Rate	Method No.	Number of Lamps	Price per Lamp	Usage			
				Current Amount	Fuel and Purchased Power Adjustment	Total Usage Amount	Sub-Total Amount per Rate
SL61	61211	8	\$17.28	\$138.24			
SL61					0.75	138.24	\$146.63





Account Number	Due Date	Total Amount Due
7883720737	Jul 17, 2013	\$733.57

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

Customer Name: SID 191 SARPY  
Statement Date: June 27, 2013

**Billing Information for service address: 7200 PINNACLE DR, STLTS PAPIILLION NE**

Billing Period From 05-30-2013 To 06-27-2013 @28 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$138.24	\$0.63	\$146.51

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

Sales Tax 7.64  
 Total Charges \$146.51  
 Previous Balance 587.06  
 Total Amount Due \$733.57  
 Late Payment Charge of \$5.86 applies after due date.

Please return this portion with payment

Do you know your Home Energy Rating System (HERS) score? For more information about HERS, visit oppd.com/homes.

Statement Date: June 27, 2013

Account Number	Due Date	Total Amount Due
7883720737	Jul 17, 2013	\$733.57

Late Payment Charge of \$5.86 applies after due date.

Amount Paid

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

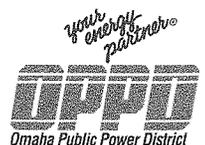
One-Time Contribution \$

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

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

  
 SID 191 SARPY  
 %JIM LANG  
 11718 NICHOLAS ST STE 101  
 OMAHA NE 68154-4434

PO BOX 3995  
OMAHA NE 68103-0995



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Account Number	Due Date	Total Amount Due
7883720737	Jul 17, 2013	\$733.57

Customer Name: SID 191 SARPY  
Statement Date: June 27, 2013

Billing Information for service address: 7200 PINNACLE DR, STLTS PAVILLION NE

Billing Period From 05-30-2013 To 06-27-2013 @28 Days

Rate	Method No.	Number of Lamps	Price per Lamp	Usage			
				Current Amount	Fuel and Purchased Power Adjustment	Total Usage Amount	Sub-Total Amount per Rate
SL61	61211	8	\$17.28	\$138.24			
SL61					0.63	138.24	\$146.51



Account Number	Due Date	Total Amount Due
7883720737	Aug 14, 2013	\$587.06

**DISCONNECT NOTICE!**  
**¡AVISO DESCONEXIÓN!**

Statement Date: July 30, 2013

Customer Name: SID 191 SARPY  
 Service Address: 7200 PINNACLE DR, STLTS

The electric service bill for this service location is seriously delinquent, and payment is required by August 14, 2013 to avoid further collection activity on the account. If you are a Level Payment Plan customer, the account will also be removed from the Plan on this date. For your convenience, OPPD accepts electronic payments by telephone or online at [www.oppd.com](http://www.oppd.com).

If you would like additional information about this account, please call a customer service representative at (402) 536-4131.

SEE REVERSE SIDE FOR YOUR RIGHTS

Please return this portion with payment  
**DISCONNECT NOTICE!**  
**¡AVISO DESCONEXIÓN!**

Statement Date: July 30, 2013

Account Number	Due Date	Total Amount Due
7883720737	Aug 14, 2013	\$587.06



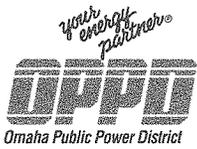
SID 191 SARPY  
 %JIM LANG  
 11718 NICHOLAS ST STE 101  
 OMAHA NE 68154-4434

PO BOX 3995  
 OMAHA NE 68103-0995



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Account Number	Due Date	Total Amount Due
7883720737	Aug 19, 2013	\$880.24

Customer Name: SID 191 SARPY  
Statement Date: July 30, 2013

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

**Billing Information for service address: 7200 PINNACLE DR, STLTS PAPIILLION NE**

Billing Period From 06-27-2013 To 07-30-2013 @33 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$138.24	\$0.78	\$146.67

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

Sales Tax 7.65  
 Total Charges \$146.67  
 Previous Balance 733.57  
 Total Amount Due \$880.24

Late Payment Charge of \$5.87 applies after due date.

Please return this portion with payment

Help support OPPD's green power initiatives. Visit oppd.com/greenpower to become a Green Power Partner today.

Statement Date: July 30, 2013

Account Number	Due Date	Total Amount Due
7883720737	Aug 19, 2013	\$880.24

Late Payment Charge of \$5.87 applies after due date.

Amount Paid

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

One-Time Contribution \$ \_\_\_\_\_

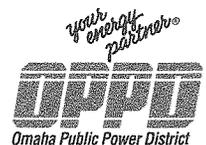
A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number:

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



SID 191 SARPY  
%JIM LANG  
11718 NICHOLAS ST STE 101  
OMAHA NE 68154-4434

PO BOX 3995  
OMAHA NE 68103-0995



01788372073700000008802400000088611201308199





Account Number	Due Date	Total Amount Due
7883720737	Aug 19, 2013	\$880.24

Customer Name: SID 191 SARPY  
 Statement Date: July 30, 2013

**Billing Information for service address: 7200 PINNACLE DR, STLTS PAPHILLION NE**

**Billing Period From 06-27-2013 To 07-30-2013 @33 Days**

Rate	Method No.	Number of Lamps	Price per Lamp	Usage			
				Current Amount	Fuel and Purchased Power Adjustment	Total Usage Amount	Sub-Total Amount per Rate
SL61	61211	8	\$17.28	\$138.24			
SL61					0.78	138.24	\$146.67







Account Number	Due Date	Total Amount Due
7883720737	Sep 18, 2013	\$1,026.91

Customer Name: SID 191 SARPY  
Statement Date: August 29, 2013

Billing Information for service address: 7200 PINNACLE DR, STLTS PAPHILLION NE

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

Rate	Method No.	Number of Lamps	Price per Lamp	Usage			Sub-Total Amount per Rate
				Current Amount	Fuel and Purchased Power Adjustment	Total Usage Amount	
SL61	61211	8	\$17.28	\$138.24			
SL61					0.78	138.24	\$146.67

**Chastain-Otis**

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

<b>INVOICE # 24241</b>		<b>Page 1</b>
ACCOUNT NO.	CSR	DATE
SID19-1	SC	05/13/13
PRODUCER		
David R. Chastain, CLU,CPCU		

**SID #191**

c/o Laughlin, Peterson & Lang  
11718 Nicholas Suite#101  
Omaha, NE 68154

Itm #	Due Date	Trn	Type	Policy #	Description	Amount
494743	06/03/13	REN	UM-S	CUPNEG0018	Policy renewal Umbrella	\$ 1,050.00
494750	06/03/13	REN	GL-S	CGSNEG0018	Policy renewal Liability	\$ 349.00
Invoice Balance:						\$ 1,399.00

**Chastain-Otis**

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

<b>INVOICE #</b> 24351		Page 1
ACCOUNT NO.	CSR	DATE
SID19-1	SC	07/01/13
PRODUCER		
David R. Chastain, CLU,CPCU		

**SID #191**

c/o Laughlin, Peterson & Lang  
11718 Nicholas Suite#101  
Omaha, NE 68154

itm #	Due Date	Trn	Type	Policy #	Description	Amount
497751	07/08/13	REN	BOND	116430	Policy renewal clerk bond	\$ 70.00
Invoice Balance:						\$ 70.00

**Chastain-Otis**

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

<b>INVOICE #</b> 23902		Page 1
ACCOUNT NO.	CSR	DATE
SID19-1	SC	02/11/13
PRODUCER		
David R. Chastain, CLU,CPCU		

**SID #191**

c/o Laughlin, Peterson & Lang  
11718 Nicholas Suite#101  
Omaha, NE 68154

itm #	Due Date	Trn	Type	Policy #	Description	Amount
488944	02/17/13	REN	BOND	112110	Policy renewal chairman bond	\$ 50.00
Invoice Balance:						\$ 50.00

RECEIVED  
DATE

# Clean Sweep Commercial Inc. Parking Lot Services



12218 Roberts Road LaVista, Ne 68128  
 Ph 402-593-8708 Fx 402-593-1106  
 www.cleansweepomaha.com

## Invoice

Date	Invoice #
4/30/2013	2597

E & A Consulting Group, Inc.  
 330 N. 117 Street  
 Omaha, NE 68154

<b>Balance Due</b>	<b>\$100.00</b>
--------------------	-----------------

Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

New e-mail address? Enter here: \_\_\_\_\_

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT.

Commercial Sweeping / Striping / PowerWashing  
 Parking Lot Maintenance  
 Daily-Weekly-Monthly Clean Up

P.O. No.	Project

Date	Item	Description	Amount
4/22/2013	S.I.D Swe...	Street Sweeping For SID # 191 - Summerfield 2nd & Replat 1	100.00

Approved by E & A Consulting Group, Inc.  
 Date: 5/7/13  
 Initials: RPL  
 SID No. [REDACTED]  
 Project No. 8.3066.02

**RECEIVED**  
 MAY 02 2013  
 BY: \_\_\_\_\_

Thank You  
 Make checks payable to Clean Sweep Commercial Inc. Parking Lot Services



Total	\$100.00
Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$100.00</b>

There will be a \$35 charge for all returned checks. A \$25.00 late charge will be assessed on all unpaid balances after 30 days. For billing inquiries: 402-593-8708

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

Sarpy County SID #191  
 c/o Mr. James Lang, Attorney  
 11718 Nicholas St., Suite 101  
 Omaha, NE 68154

February 20, 2013  
 Project No: P1983.066.002  
 Invoice No: 119932

Project P1983.066.002 Summerfield - 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	
<b>Total Labor</b>				<b>44.25</b>
			<b>Total this Task</b>	<b>\$44.25</b>

Task 440 Repairs/Maintenance

**Professional Personnel**

	Hours	Rate	Amount	
Const. Depart. Manager III	1.00	113.00	113.00	
Totals	1.00		113.00	
<b>Total Labor</b>				<b>113.00</b>
			<b>Total this Task</b>	<b>\$113.00</b>
			<b>Total this Phase</b>	<b>\$157.25</b>
			<b>Total this Invoice</b>	<b>\$157.25</b>

Approved: \_\_\_\_\_

  
 Robert Czerwinski

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

Sarpy County SID #191  
 c/o Mr. James Lang, Attorney  
 11718 Nicholas St., Suite 101  
 Omaha, NE 68154

April 22, 2013  
 Project No: P1983.066.002  
 Invoice No: 120472

Project P1983.066.002 Summerfield - District Maintenance

**Professional Services from March 11, 2013 to April 07, 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
<b>Total Labor</b>			<b>8.85</b>
		<b>Total this Task</b>	<b>\$8.85</b>

Task 440 Repairs/Maintenance

**Professional Personnel**

	Hours	Rate	Amount
Administrative Assistant II	.20	59.00	11.80
Const. Depart. Manager III	1.00	113.00	113.00
Totals	1.20		124.80
<b>Total Labor</b>			<b>124.80</b>
		<b>Total this Task</b>	<b>\$124.80</b>
		<b>Total this Phase</b>	<b>\$133.65</b>
		<b>Total this Invoice</b>	<b>\$133.65</b>

Approved: \_\_\_\_\_

Robert Czerwinski

E & A Consulting Group, Inc.  
 Engineering Answers  
 330 North 117th Street  
 Omaha, NE 68154-2509  
 402-893-4700

Sarpy County SID #191  
 c/o Mr. James Lang, Attorney  
 11718 Nicholas St., Suite 101  
 Omaha, NE 68154

June 25, 2013  
 Project No: P1983.066.002  
 Invoice No: 121116

Project P1983.066.002 Summerfield - District Maintenance

**Professional Services from May 06, 2013 to June 09, 2013**

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	
<b>Total Labor</b>				<b>11.80</b>
				<b>Total this Task \$11.80</b>

Task 532 Street Repair

**Professional Personnel**

	Hours	Rate	Amount	
Const. Admin Tech III	1.25	76.00	95.00	
Totals	1.25		95.00	
<b>Total Labor</b>				<b>95.00</b>
				<b>Total this Task \$95.00</b>

Task 999 Expenses

**Unit Billing**

Mileage			6.78	
<b>Total Units</b>			<b>6.78</b>	<b>6.78</b>
				<b>Total this Task \$6.78</b>
				<b>Total this Phase \$113.58</b>
				<b>Total this Invoice \$113.58</b>

Approved:

  
 Robert Czerwinski

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

Sarpy County SID #191  
c/o Mr. James Lang, Attorney  
11718 Nicholas St., Suite 101  
Omaha, NE 68154

July 24, 2013  
Project No: P1983.066.002  
Invoice No: 121396

Project P1983.066.002 Summerfield - District Maintenance

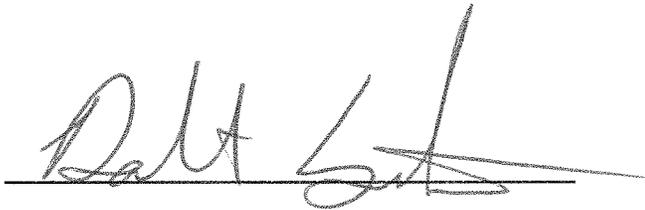
**Professional Services from June 10, 2013 to July 07, 2013**

Phase 113 District Maintenance for 2013  
Task 440 Repairs/Maintenance

**Professional Personnel**

	Hours	Rate	Amount	
Engineer VII	.50	123.00	61.50	
Totals	.50		61.50	
<b>Total Labor</b>				<b>61.50</b>
		<b>Total this Task</b>		<b>\$61.50</b>
		<b>Total this Phase</b>		<b>\$61.50</b>
		<b>Total this Invoice</b>		<b>\$61.50</b>

Approved:



Robert Czerwinski

LAUGHLIN, PETERSON & LANG  
ATTORNEYS AT LAW  
11718 NICHOLAS STREET, SUITE 101  
OMAHA, NE 68154  
(402) 330-1900

SANITARY & IMPROVEMENT DISTRICT 191  
SARPY COUNTY, NE

September 05, 2013

Invoice #29838

In Reference To: GENERAL  
838

	<u>Hours</u>	<u>Amount</u>
10/1/2012 Letter to Clerks regarding meeting	0.10	\$3.50
10/4/2012 Prepare for meeting	1.00	\$225.00
Work on agenda; prepare signature pages and warrants for meeting	0.20	\$7.00
10/5/2012 Phone conference with bond attorney and fiscal agent; draft minutes for bond refunding ratification	1.50	\$337.50
Revise Agenda; work on minutes of meeting	0.40	\$14.00
10/8/2012 Complete and forward minutes to bond attorney; obtain minute approval; send minutes and warrants to trustees	2.00	\$450.00
Revise minutes; letter to S. Kimball; e-mail Chuck Addy	0.60	\$21.00
10/9/2012 Process minutes	1.00	\$225.00
10/10/2012 Letter to R. Roth regarding election results; email trustees election results	0.10	\$3.50
10/11/2012 Respond to e-mails from fiscal agent on bond refunding	0.60	\$135.00
10/12/2012 Phone conference with Robert Roth regarding execution of minutes	0.30	\$67.50

	<u>Hours</u>	<u>Amount</u>
10/15/2012 Meet with Robert Roth; obtain signature	0.30	\$67.50
Minutes to fiscal agent	0.10	\$3.50
10/18/2012 Minutes and warrants to fiscal agent	0.10	\$3.50
11/5/2012 Obtain bond documents; file schedule	0.50	\$112.50
11/15/2012 Work on Year End Statement; e-mail accountant	0.50	\$17.50
11/27/2012 Complete annual SID Year End Statement for recording with the Register of Deeds	1.00	\$225.00
11/28/2012 Letter to Rhonda Miller with Year End Statement	0.20	\$7.00
12/3/2012 Obtain and forward audit waiver for accountant	0.50	\$112.50
1/10/2013 Meet with fiscal agent regarding contract for financial advisor/fiscal agent services	1.00	\$225.00
2/5/2013 E-mail clerk and chairman regarding invoices; prepare warrants and letter to chairman	0.40	\$14.00
2/8/2013 Process warrants to fiscal agent	0.10	\$3.50
3/5/2013 Conference with fiscal agent regarding financial advisor agreement	0.80	\$180.00
3/6/2013 Obtain contract from fiscal agent	0.50	\$112.50
4/10/2013 Review financial advisor agreement; call financial agent	1.00	\$225.00
4/12/2013 Work on letter to Chairman	0.10	\$3.50
5/31/2013 Work on letter to S. Kimball	0.10	\$3.50
6/4/2013 Work on letter to clerk	0.10	\$3.50

	<u>Hours</u>	<u>Amount</u>
6/12/2013 Work on letter to Chairman	0.10	\$3.50
6/14/2013 Obtain proposal from accountant; review proposals; forward proposals with letter to clients	1.00	\$225.00
Work on letter to accountant	0.10	\$3.50
7/9/2013 Letter with clerk bond to Rhonda Miller	0.10	\$3.50
7/12/2013 Letter and bond to Sarpy County Clerk	0.10	\$3.50
8/2/2013 Scan and e-mail minutes and warrant register to accountant	0.20	\$7.00
8/22/2013 E-mail trustees regarding budget meeting	0.10	\$3.50
8/23/2013 Work on budget	1.00	\$225.00
E-mail trustees; mail letter to R. Roth regarding meeting	0.20	\$7.00
8/26/2013 Work on Notice of Budget meeting; e-mail Papillion Times for publication	0.30	\$10.50
8/27/2013 Work on Budget	1.20	\$270.00
8/28/2013 Work on Agenda; work on minutes of special meeting; prepare signature pages for meeting	0.50	\$17.50
	<hr/>	<hr/>
For professional services rendered	20.00	\$3,588.00
Additional Charges :		
10/16/2012 Sarpy Election Commission		37.38
10/31/2012 Photocopies		4.80
Postage		7.75
11/30/2012 Photocopies		0.40
Postage		0.90
12/6/2012 Sarpy Register of Deeds		5.00
12/31/2012 Photocopies		0.40
1/31/2013 Postage		0.90

SANITARY & IMPROVEMENT DISTRICT 191 9/5/2013  
GENERAL  
838

4

	<u>Amount</u>
2/28/2013 Postage	1.32
Photocopies	2.80
4/30/2013 Postage	1.98
Photocopies	8.00
5/31/2013 Postage	0.46
Photocopies	0.20
6/30/2013 Photocopies	3.00
Postage	4.36
7/31/2013 Photocopies	0.80
Postage	1.38
8/30/2013 Photocopies	5.00
Postage	0.46
Total additional charges	<u>\$87.29</u>
Total amount of this bill	<u>\$3,675.29</u>
Previous balance	\$1,971.70
10/31/2012 Payment - thank you	(\$1,971.70)
Total payments and adjustments	<u>(\$1,971.70)</u>
Balance due	<u><u>\$3,675.29</u></u>

**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

August 15, 2013

Sanitary and Improvement District #191  
Laughlin, Peterson & Lang  
11718 Nicholas St. #101  
Omaha, NE 68154

---

For professional services rendered in connection with:

- Preparation of State of Nebraska budget forms for 2013-2014

Total

\$3,300.00



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

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

**Invoice**

**SARPY CO GO REFUNDING BD 191-12**  
LAUGHLIN, PETERSON & LANG  
ATTN: JAMES LANG  
11718 NICHOLAS STREET  
SUITE 101  
OMAHA NE 68154

Invoice No: 9327  
Invoice Date: 06/01/2013

CATEGORY	QUANTITY	RATE	AMOUNT
BALANCE CARRIED FORWARD:			\$0.00
PREVIOUS AMOUNT BILLED:	\$0.00		
AMOUNT RECEIVED:	\$0.00		
FLAT FEE ADMIN FEE ANNUAL			\$500.00
<b>TOTAL DUE</b>			<b>\$500.00</b>

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 GO REFUNDING BD 191-12**  
LAUGHLIN, PETERSON & LANG  
ATTN: JAMES LANG  
11718 NICHOLAS STREET  
SUITE 101  
OMAHA NE 68154

Invoice #: 9327  
Invoice Date: 06/01/2013  
Bill Code: 0185390853

**Total Due: 500.00**

Remit to:

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

Amount Enclosed:



STATE OF NEBRASKA  
SID BUDGET FORM

SID # 191

TO THE COUNTY BOARD AND COUNTY CLERK OF  
Sarpy County

This budget is for the Period JULY 1, 2013 through JUNE 30, 2014

**Contact Information**  
 Auditor of Public Accounts  
 Telephone: (402) 471-2111 FAX: (402) 471-3301  
 Website: [www.auditors.nebraska.gov](http://www.auditors.nebraska.gov)  
 Questions - E-Mail: [Deann.Haefner@nebraska.gov](mailto:Deann.Haefner@nebraska.gov)

**Submission Information - Adopted Budget Due by 9-20-2013**  
 1. Auditor of Public Accounts - PO Box 98917 - Lincoln, NE 68509  
 Submit Electronically using Website:  
<http://www.auditors.nebraska.gov/>  
 2. County Board (SEC. 13-508), C/O County Clerk

The Undersigned Clerk/Board Member Hereby Certifies:

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

\$	13,489.30
\$	18,459.04
\$	31,948.34

Property Taxes for Non-Bonds  
Principal and Interest on Bonds

Total Personal and Real Property Tax Required

Outstanding Bonded Indebtedness as of JULY 1, 2013

\$	265,000.00
\$	105,875.00
\$	370,875.00

Principal  
Interest

Total Bonded Indebtedness

Total Certified Valuation (All Counties)  
(Certification of Valuation(s) from County Assessor MUST be attached)

CLERK/BOARD MEMBER:

Signature:   
 Printed Name: DEANN HAEFFNER  
 Mailing Address: 11718 Nicholas Street, Suite #101  
 City, Zip: Omaha, NE 68154  
 Phone Number: (402) 330-1900  
 E-Mail Address:

Budget Document To Be Used As Audit Waiver?

My Subdivision has elected to use this Budget Document as the Audit Waiver.  
 YES  NO  
 (If YES, Board Minutes MUST be Attached)

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

SID is Less Than 5 Years Old

SID IS LESS  
Than 5 Years

YES, SID is Less than 5 Years Old; Therefore, LC-3  
and Levy Limit DO NOT APPLY  
Date SID was formed: \_\_\_\_\_

Report of Joint Public Agency & Interlocal Agreements

Was this Subdivision involved in any Interlocal Agreements or Joint Public Agencies for the reporting period of July 1, 2012 through June 30, 2013?

YES  NO  
If YES, Please submit Interlocal Agreement Report by December 31, 2013.

Report of Trade Names, Corporate Names & Business Names

Did the Subdivision operate under a separate Trade Name, Corporate Name, or other Business Name during the period of July 1, 2012 through June 30, 2013?

YES  NO  
If YES, Please submit Trade Name Report by December 31, 2013.

Line No.	TOTAL ALL FUNDS	Actual 2011 - 2012 (Column 1)	Actual 2012 - 2013 (Column 2)	Adopted Budget 2013 - 2014 (Column 3)
1	Beginning Balances, Receipts, & Transfers:			
2	Net Cash Balance	\$ -	\$ -	\$ -
3	Investments	\$ -	\$ -	\$ -
4	County Treasurer's Balance	\$ 64,978.18	\$ 34,993.19	\$ -
5	Subtotal of Beginning Balances (Lines 2 thru 4)	\$ 30,112.12	\$ 61,454.52	\$ 52,551.68
6	Personal and Real Property Taxes (Columns 1 and 2-See Preparation Guidelines)	\$ 95,090.30	\$ 96,447.71	\$ 52,551.68
7	Federal Receipts	\$ 52,703.99	\$ 33,489.35	\$ 31,321.90
8	State Receipts: Motor Vehicle Pro-Rate	\$ -	\$ -	\$ -
9	State Receipts: State Aid	\$ 127.99	\$ 70.35	\$ 50.00
10	State Receipts: Other	\$ -	\$ -	\$ -
11	State Receipts: Property Tax Credit	\$ -	\$ -	\$ -
12	Local Receipts: Nameplate Capacity Tax	\$ 1,154.22	\$ 746.24	\$ -
13	Local Receipts: In Lieu of Tax	\$ -	\$ -	\$ -
14	Local Receipts: Other	\$ -	\$ -	\$ -
15	Transfers In Of Surplus Fees	\$ 193.27	\$ 265,272.38	\$ 200.00
16	Transfer In Other Than Surplus Fees (Should agree to Line 28)	\$ -	\$ -	\$ -
17	Total Resources Available (Lines 5 thru 16)	\$ 149,269.77	\$ 396,026.03	\$ 84,123.58
18	Disbursements & Transfers:			
19	Operating Expenses	\$ -	\$ -	\$ -
20	Capital Improvements (Real Property/Improvements)	\$ 15,118.31	\$ 28,593.92	\$ 24,250.00
21	Other Capital Outlay (Equipment, Vehicles, Etc.)	\$ -	\$ -	\$ -
22	Debt Service: Bond Principal & Interest Payments	\$ -	\$ -	\$ -
23	Debt Service: Payments to Retire Interest-Free Loans (Public Airports)	\$ 37,703.75	\$ 314,880.43	\$ 48,252.50
24	Debt Service: Payments to Bank Loans & Other Instruments (Fire Districts)	\$ -	\$ -	\$ -
25	Debt Service: Other	\$ -	\$ -	\$ -
26	Judgments	\$ -	\$ -	\$ -
27	Transfers Out of Surplus Fees	\$ -	\$ -	\$ -
28	Transfers Out Other Than Surplus Fees (Should agree to Line 16)	\$ -	\$ -	\$ -
29	Total Disbursements & Transfers (Lines 19 thru 28)	\$ 52,822.06	\$ 343,474.35	\$ 72,502.50
30	Balance Forward/Cash Reserve (Line 17 - Line 29)	\$ 96,447.71	\$ 52,551.68	\$ 11,621.08

PROPERTY TAX RECAP		Tax from Line 6
		\$ 31,321.90
		\$ 626.44
		\$ -
		\$ 31,948.34

To Assist the County For Levy Setting Purposes

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

Property Tax Request by Fund:	Property Tax Request
General Fund	\$ 13,489.30
Bond Fund	\$ 18,459.04
<b>Total Tax Request</b>	<b>** \$ 31,948.34</b>

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

Documentation of Transfers:

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

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

Transfer From: \_\_\_\_\_ Transfer To: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Reason: \_\_\_\_\_

Transfer From: \_\_\_\_\_ Transfer To: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Reason: \_\_\_\_\_

Transfer From: \_\_\_\_\_ Transfer To: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Reason: \_\_\_\_\_

**CORRESPONDENCE INFORMATION**

**BOARD CHAIRPERSON**  
 Spencer Kimball  
*(Name of Board Chairperson)*  
 Laughlin, Peterson & Lang, 11718 Nicholas St., St. #101  
*(Mailing Address)*  
 Omaha, NE 68154  
*(City & Zip Code)*  
 (402) 330-1900  
*(Telephone Number)*  
 \_\_\_\_\_  
*(E-Mail Address)*

NOTE: If Budget Document is used as an Audit Waiver, approval of the Audit Waiver will be sent to the Board Chairperson via e-mail. If no e-mail address is supplied for the Board Chairperson, notification will be mailed via the US Post Office.

For Questions on this form, who should we contact (please check one): *Contact will be via e-mail if supplied.*

Board Chairperson  
 Preparer  
 Other Contact

**PREPARER**  
 John A. Winter  
*(Name and Title)*  
 Lengemann & Associates, P.C.  
*(Firm Name)*  
 1410 Gold Coast Road, Suite 600  
*(Mailing Address)*  
 Papillion, NE 68046  
*(City & Zip Code)*  
 (402) 592-1236  
*(Telephone Number)*  
 thefirm@lengemanncpa.com  
*(E-Mail Address)*

**OTHER CONTACT**  
 Jim Lang, Attorney for District  
*(Name and Title)*  
 Laughlin, Peterson & Lang  
*(Firm Name)*  
 11718 Nicholas St., Suite #101  
*(Mailing Address)*  
 Omaha, NE 68154  
*(City & Zip Code)*  
 (402) 330-1900  
*(Telephone Number)*  
 \_\_\_\_\_  
*(E-Mail Address)*

SID # 191 in Sarpy County  
LC-3 SUPPORTING SCHEDULE

**Calculation of Restricted Funds**

Total Personal and Real Property Tax Requirements	(1)	\$	31,948.34
Motor Vehicle Pro-Rate	(2)	\$	50.00
In-Lieu of Tax Payments	(3)	\$	-
Transfers of Surplus Fees	(4)	\$	-
Prior Year Budgeted Capital Improvements that were excluded from Restricted Funds.			
Prior Year 2012-2013 Capital Improvements Excluded from Restricted Funds (From 2012-2013 LC-3 Lid Exceptions, Line (10))	(5)		-
LESS: Amount Spent During 2012-2013	(6)	\$	-
LESS: Amount Expected to be Spent in Future Budget Years	(7)	\$	-
Amount to be included on 2013-2014 Restricted Funds ( <u>Cannot</u> be a Negative Number)	(8)	\$	-

<b>TOTAL RESTRICTED FUNDS (A)</b>	(9)	<b>\$</b>	<b>31,998.34</b>
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**LC-3 Lid Exceptions**

Capital Improvements (Real Property and Improvements on Real Property)	(10)	\$	-
LESS: Amount of prior year capital improvements that were excluded from previous lid calculations but were not spent and now budgeted this fiscal year ( <i>cannot exclude same capital improvements from more than one lid calculation.</i> )			
Agrees to Line (7).	(11)	\$	-
Allowable Capital Improvements	(12)	\$	-
Bonded Indebtedness	(13)	\$	18,484.04
Public Facilities Construction Projects (Statutes 72-2301 to 72-2308)	(14)		-
Interlocal Agreements/Joint Public Agency Agreements	(15)		-
Judgments	(16)		-
Refund of Property Taxes to Taxpayers	(17)		-
Repairs to Infrastructure Damaged by a Natural Disaster	(18)		-

<b>TOTAL LID EXCEPTIONS (B)</b>	(19)	<b>\$</b>	<b>18,484.04</b>
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<b>TOTAL 2013-2014 RESTRICTED FUNDS</b> <b>For Lid Computation (To Line 9 of the LC-3 Lid Form)</b> <i>To Calculate: Total Restricted Funds (A)-Line 9 MINUS Total Lid Exceptions (B)-Line 19</i>		<b>\$</b>	<b>13,514.30</b>
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*Total 2013-2014 Restricted Funds for Lid Computation cannot be less than zero. See Instruction Manual on completing the LC-3 Supporting Schedule.*

SID # 191 in Sarpy County

**COMPUTATION OF LIMIT FOR FISCAL YEAR 2013-2014**

**PRIOR YEAR RESTRICTED FUNDS AUTHORITY OPTION 1 OR OPTION 2**

**OPTION 1**

2012-2013 Restricted Funds Authority (Base Amount) = Line (8) from last year's LC-3 Form 35,061.90  
Option 1 - (1)

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

Line (1) of 2012-2013 Lid Computation Form		Option 2 - (A)
Allowable Percent Increase <b>Less</b> Vote Taken (From 2012-2013 Lid Computation Form Line (6) - Line (5))		%
		Option 2 - (B)
Dollar Amount of Allowable Increase Excluding the vote taken Line (A) X Line (B)		-
		Option 2 - (C)
Calculated 2012-2013 Restricted Funds Authority (Base Amount) = Line (A) Plus Line (C)		-
		Option 2 - (1)

**ALLOWABLE INCREASES**

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

**ALLOWABLE GROWTH PER THE ASSESSOR MINUS 2.5%** 1.45 %  
(3)

$$\frac{130,205.00}{2013 \text{ Growth per Assessor}} \div \frac{3,296,610.00}{2012 \text{ Valuation}} = \frac{3.95}{\text{Multiply times 100 To get \%}}$$

**ADDITIONAL ONE PERCENT BOARD APPROVED INCREASE** - %  
(4)

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

ATTACH A COPY OF THE BOARD MINUTES APPROVING THE INCREASE.

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

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

SID # 191 in Sarpy County

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TOTAL ALLOWABLE PERCENT INCREASE = Line (2) + Line (3) + Line (4) + Line (5)	<u>3.95</u> % (6)
Allowable Dollar Amount of Increase to Restricted Funds = Line (1) x Line (6)	<u>1,384.95</u> (7)
Total Restricted Funds Authority = Line (1) + Line (7)	<u>36,446.85</u> (8)
Less: 2013-2014 Restricted Funds from LC-3 Supporting Schedule	<u>13,514.30</u> (9)
Total Unused Restricted Funds Authority = Line (8) - Line (9)	<u>22,932.55</u> (10)

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

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

Levy Limit Form  
Sanitary and Improvement Districts

**SID # 191 in Sarpy County**

Total 2013-2014 Personal and Real Property Tax Request		<u>\$ 31,948.34</u> (1)
Less Personal and Real Property Tax Request for:		
Judgments (not paid by liability insurance coverage)	( \$ - ) (A)	
Preexisting lease-purchase contracts approved prior to <u>July 1, 1998</u>	( \$ - ) (B)	
Bonded Indebtedness	( \$ 18,459.04 ) (C)	
Public Facilities Construction Projects (Statutes 72-2301 to 72-2308)	( \$ - ) (D)	
Total Exclusions		( \$ 18,459.04 ) (2)
Personal and Real Property Tax Request subject to Levy Limit		<u>\$ 13,489.30</u> (3)
2013 Valuation (Per the County Assessor)		<u>\$ 3,549,815.00</u> (4)
Calculated Levy for Levy Limit Compliance [Line (3) Divided By Line (4) Times 100]		<u>0.380000</u> (5)

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

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

**MINUTES OF SPECIAL MEETING OF THE BOARD OF TRUSTEES  
OF SANITARY AND IMPROVEMENT DISTRICT NO. 191  
SARPY COUNTY, NEBRASKA**

A special meeting of the Board of Trustees of Sanitary and Improvement District No. 191 of Sarpy County, Nebraska, was convened in open public session at 1200 Golden Gate Drive, Papillion, Nebraska, at 8:00 a.m., on September 11, 2013. Present were: Spencer Kimball, Rhonda Miller and Robert Roth. Also present was James E. Lang, Counsel for the District and John Winter, the District's accountant. Notice of the meeting was given in advance thereof by publication in The Papillion Times, of Papillion, Nebraska, on September 4, 2013, a copy of the Proof of Publication being attached to these minutes. Notice of this meeting was simultaneously given to all members of the Board of Trustees and a copy of their Acknowledgment of Receipt of Notice of Meeting is attached to these minutes. All proceedings of the Board were taken while the convened meeting was open to the attendance of the public.

The Clerk presented Proof of Publication of the Notice of Hearing and directed that it be attached to the minutes of this meeting.

The Chairman then called the special meeting and hearing to order. The Clerk explained that the Board of Trustees was meeting for the purpose of receiving testimony to determine whether or not the District should adopt a property tax request for the 2013-2014 fiscal year different than the property tax request for the 2012-2013 fiscal year.

The Chairman explained that the property tax request for the 2012-2013 fiscal year budget was \$31,977.12, and based upon the 2012 property valuation of \$3,296,610, the 2012-2013 fiscal year budget tax rate was .970000. The Chairman explained that based upon the 2013 property tax valuation of \$3,549,815 the property tax request for the 2012-2013 fiscal year budget of \$31,977.12 would equal a property tax rate of .900811 needed to fund the 2012-2013 fiscal year property tax request based upon the property valuation for 2013. The Chairman explained that if the District did not adopt a resolution approving a tax request different than the prior year's tax request, then the District's tax request would be the same as the prior fiscal year. The Clerk stated that the District had published a notice of this special meeting setting forth this information.

After full discussion, and upon motion being duly made, with all Trustees voting in favor of said motion, and no one voting against said motion, the following resolution was adopted:

**BE IT RESOLVED**, by the Board of Trustees of Sanitary & Improvement District No. 191 of Sarpy County, Nebraska, that the proper five days published notice of the special meeting and hearing to adopt a property tax request different than the prior year's tax request has been completed.

**BE IT FURTHER RESOLVED**, that the Board of Trustees of Sanitary and Improvement District No. 191 hereby finds that it is in the best interest of the District to adopt a property tax request different than the prior year's tax request.

**BE IT FURTHER RESOLVED**, that as a result of a majority of the governing body voting in favor of the above resolution that said resolution passes, and as a result, the District is authorized to set the levy for the fiscal tax year 2013-2014 in the amount of \$13,489.30 in the General Fund which results in a General Fund tax levy of .38000 per \$100 of actual valuation and \$18,459.04 in the Bond (Sinking) Fund which results in a tax levy of .52000 per \$100 of actual valuation in the Bond (Sinking) Fund, for a total levy and tax of .900000 for each \$100 of actual valuation and \$31,948.34 in property taxes which is an amount and levy different than the prior year's tax request.

SANITARY & IMPROVEMENT DISTRICT  
NO. 191 OF SARPY COUNTY, NEBRASKA

By: Rhonda Miller, Clerk

CERTIFICATION OF TAXABLE VALUE  
And VALUE ATTRIBUTABLE TO GROWTH

{format for all political subdivisions other than  
a) sanitary improvement districts in existence five years or less.  
b) community colleges, and c) school districts}

TAX YEAR 2013

(certification required on or before August 20th, of each year)

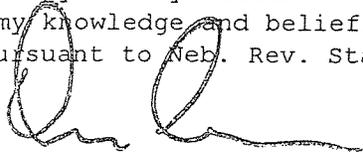
NO : SID 191

TAXABLE VALUE LOCATED IN THE COUNTY OF SARPY COUNTY

Name of Political Subdivision	Subdivision Type (e.g. city, fire, NRD)	Value attributable to Growth	Total Taxable Value
SID 191	MISC-DISTRICT	130,205	3,549,815

Value attributable to growth is determined pursuant to section 13-518 which includes real and personal property and annexation, if applicable.

I, Dan Pittman, Sarpy County Assessor hereby certify that the valuation listed herein is, to the best of my knowledge and belief, the true and accurate taxable valuation for the current year, pursuant to Neb. Rev. Stat. 13-509 and 13-518.



(Signature of county assessor)

8-14-13

e)

County Clerk, Sarpy County  
County Clerk where district is headquartered, if different county, Sarpy County

to political subdivision: A copy of the Certification of Value must be attached to your budget document.

Online form provided by Nebraska Depr. of Revenue Property Assessment Division, Rev. 2013

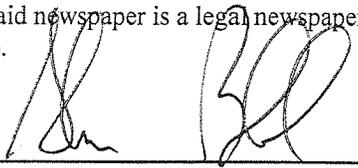
# AFFIDAVIT OF PUBLICATION

STATE OF NEBRASKA }  
 } SS.  
 County of Sarpy }

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

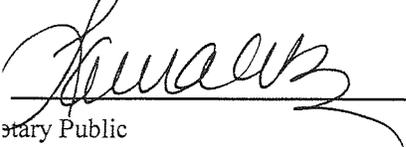
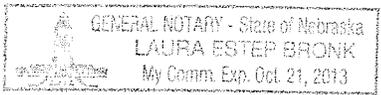
Vednesday, September 4, 2013                      Papillion Times

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



Shon Barenklau      OR      Anne Lee  
 Publisher                      Business Manager

Today's Date 09-04-2013  
 signed in my presence and sworn to before me:

Printer's Fee            \$ 84.81  
 Customer Number:    20908  
 Order Number:        0001673573

Sanitary and Improvement District # 191	
IN	
Sarpy County, Nebraska	
<b>NOTICE OF BUDGET HEARING AND BUDGET SUMMARY</b>	
PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 11 <sup>th</sup> day of September 2013, at 8:15 o'clock a.m., at 1200 Golden Gate Drive, Papillion, NE, to discuss general matters, for the payment of bills, and for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.	
Rhonda Miller Clerk/Secretary	
2011-2012 Actual Disbursements & Transfers	\$ 52,822.06
2012-2013 Actual Disbursements & Transfers	\$ 343,474.35
2013-2014 Proposed Budget of Disbursements & Transfers	\$ 72,502.50
2013-2014 Necessary Cash Reserve	\$ 11,621.08
2013-2014 Total Resources Available	\$ 84,123.58
Total 2013-2014 Personal & Real Property Tax Requirement	\$ 31,948.34
Unused Budget Authority Created For Next Year	\$ 22,932.55
<b>Breakdown of Property Tax:</b>	
Personal and Real Property Tax Required for Non-Bond Purposes	\$ 13,489.30
Personal and Real Property Tax Required for Bonds	\$ 18,459.04
<b>NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST</b>	
PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1601.02, that the governing body will meet on the 11 <sup>th</sup> day of September 2013, at 8:00 o'clock a.m., at 1200 Golden Gate Drive, Papillion, NE, for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request at a different amount than the prior year tax request.	
2012-2013 Property Tax Request	\$ 31,977.12
2012 Tax Rate	0.970000
Property Tax Rate (2012-2013 Request/2013 Valuation)	0.900811
2013-2014 Proposed Property Tax Request	\$ 31,948.34
Proposed 2013 Tax Rate	0.900000

**MINUTES OF THE MEETING OF THE BOARD OF  
TRUSTEES OF SANITARY & IMPROVEMENT DISTRICT NO. 191  
OF SARPY COUNTY, NEBRASKA**

The meeting of the Board of Trustees of Sanitary & Improvement District No. 191 of Sarpy County, Nebraska, was convened in open and public session at 8:15 o'clock a.m., on September 11, 2013 at 1200 Golden Gate Drive, Papillion, Nebraska. Present were the following Trustees: Spencer Kimball, Rhonda Miller and Robert Roth. Also present were James E. Lang, counsel for the District and John Winter, the District's accountant. Notice of the meeting was given in advance thereof by publication in The Papillion Times, Sarpy County, Nebraska, on September 4, 2013, a copy of the Proof of Publication being attached to these minutes. Notice of this meeting was simultaneously given to all members of the Board of Trustees, and a copy of their Acknowledgment of Receipt of Notice 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 Chairman 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 first item on the agenda was to approve the minutes of the November 8, 2012, District meeting.

After a full discussion, and upon a motion being duly made and seconded, with everyone voting "aye" and no one voting "no", the following resolution was adopted:

**RESOLVED**, that the minutes of the November 8, 2012, District meeting are hereby approved.

The Chairman announced that this was the time and place set for the Public Hearing on the proposed Budget Statement of the District. The Clerk presented Proof of Publication of Notice of this hearing and the budget summary, which was ordered attached to these minutes.

No person appeared to present support, opposition, criticism, suggestions or observations relating to the proposed budget and tax levy.

The Chairman stated that the Board should now vote on the proposed budget.

After a full discussion, and upon a motion being duly made with everyone voting "aye" and no one voting "no", the following resolution was adopted:

**BE IT RESOLVED**, that the proposed budget statement for this District which is set forth in full in the minutes of this meeting be and hereby is adopted as the budget of this District, as amended.

**BE IT FURTHER RESOLVED**, that the Clerk be and hereby is authorized and directed to file copies of the adopted budget

statement, along with the minutes of the special meeting of the Board, and the certificate of valuation with the County Clerk of Sarpy County, Nebraska, and with the auditor of Public Accounts of the State of Nebraska.

The Chairman then stated that, the Budget for the District having been adopted, it would be appropriate at this time to levy a tax in accordance with the Budget Statement.

After a full discussion, and upon a motion being duly made with everyone voting "aye" and no one voting "no", the following resolution was adopted:

**BE IT RESOLVED**, by the Board of Trustees of Sanitary and Improvement District No. 191 of Sarpy County, Nebraska, has given the proper five day published notice of the hearing on the proposed budget.

1. That a levy of .38000 cents to the General Fund, and .52000 cents to the Sinking Fund for each \$100.00 of actual valuation shall be made upon all taxable property within the District, except intangible property, which levy totals \$13,489.30 to the General Fund and \$18,459.04 to the Sinking Fund, for a total levy and tax of .900000 cents for each \$100 of actual valuation and \$31,948.34 in property taxes.

2. That the Clerk of the District is hereby directed to certify said levy to the County Clerk of Sarpy County, Nebraska, and to file a copy of such certification with the Auditor of Public Accounts of the State of Nebraska on or before September 20, 2013.

The Chairman then stated that the Board should now pass a resolution waiving the requirement of the audit for the fiscal year ending June 30, 2013.

After a full discussion, and upon a motion being duly made with everyone voting "aye" and no one voting "no", the following resolution was adopted:

**BE IT RESOLVED**, by the Board of Trustees hereby finds that it is in the best interest of the District to waive the requirement of preparing an audit for the District for the fiscal year ending June 30, 2013 and to so indicate on the District's budget document.

The District's Attorney then submitted to the Board a Contract for Financial Advisor/Fiscal Agent Services from the District's fiscal agent, Kuehl Capital Corporation. It was explained that Kuehl Capital Corporation, under the Agreement, would be a financial advisor but not an underwriter. The purpose of the Agreement was to set forth this matter, and also, provide financial advisor services to be performed by Kuehl Capital Corporation for the District, many of which services have been provided in the past. It was explained that the financial services which consist of providing financial advice to the District for the budget,