

## CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of Sanitary and Improvement District Number 225 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 29<sup>th</sup> day of July 2013.



Chairperson



Clerk

**MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF SANITARY AND  
IMPROVEMENT DISTRICT NO. 225 OF SARPY COUNTY, NEBRASKA ON  
JULY 29, 2013**

The meeting of the Board of Trustees of Sanitary and Improvement District No. 225 of Sarpy County, Nebraska was convened in open and public session at 9:00 A.M. on July 29, 2013 at 11440 West Center Road, Omaha, Nebraska.

Present at the meeting were Trustees Thomas Haynes, Brian Webber, Joanne Sharples, Lance R. Jordan & Jeffrey Holl. Also present was Brian C. Doyle, attorney for the District and Bob Czerwinski of E & A Consulting Group, engineer for the District.

The Chairman then stated that a copy of the Nebraska Open Meeting Laws was available for review and inspection and stated the location of said copy in the room in which said meeting was held.

Notice of the meeting was given in advance thereof by publication in The Bellevue Leader on July 24, 2013, a copy of the Proof of Publication being attached to these minutes. Notice of the meeting was simultaneously given to all members of the Board of Trustees and a copy of their Acknowledgment of Receipt of Notice is attached to these minutes. Availability of the agenda was communicated in the published notice and in the notice to the Trustees of this meeting. All proceedings of the Board were taken while the convened meeting was open to the attendance of the public.

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

The Chairman then called the Board's attention that Warrants Nos. 968 and 969 payable to Dolphens Design & Sign were not to be issued due to work not being completed. These warrants have been voided and the Districts records were changed accordingly.

The Chairman then presented a letter from First National Capital Markets, Inc. advising the District that it is necessary to adopt a resolution appointing First National Capital Markets, Inc. as underwriter for the District in connection with the purchase or arrangement for the purchase of the District's obligations, such as warrants or bonds issued by the District. Following discussion, a motion was duly made, seconded and the following resolution unanimously adopted:

BE IT RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 225 of Sarpy County, Nebraska that First National Capital Markets, Inc. be and hereby is appointed as underwriter for the District, and that the Chairman or Clerk be and hereby is authorized and directed to execute the Disclosures by Underwriter on behalf of the District.

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

The Chairman next presented for the Board's consideration and approval an Agreement to Purchase Obligations between the District, First National Capital Markets, Inc. and Kuehl Capital Corporation. Following discussion, a motion was duly made, seconded and the following resolution unanimously adopted:

BE IT RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 225 of Sarpy County, Nebraska that the Agreement to Purchase Obligations be and hereby is approved and that the Chairman or Clerk be and hereby is authorized and directed to execute said agreement on behalf of the District.

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

The Chairman then presented the following statements for payment from the General Fund Account of the District:

a) Omaha Public Power District for electrical services (#9264413870).	\$4,432.35
b) Dolphens Design & Sign for partial payment for sign replacement.	7,434.68
c) E&A Consulting Group, Inc., for engineering services (#120504, 120725, 121147).	2,823.06
d) Broomers, Inc., for street sweeping (#585).	480.00
e) Bankers Trust for paying agent fees (#9267, 9338, 9380, 9381, 9406).	2,250.00
f) Kuehl Capital Corporation for Financial Advisor/ Fiscal Agent Services (#1056).	4,339.96
g) Navarro Lawn & Landscape, Inc., for maintenance	

(#13-13-26).	1,112.50
h) USG for sewer cleaning (#9836).	1,462.50
i) Kuehl Capital Corporation for the placement of General Fund warrants issued at this meeting (2.5%).	293.36
j) First National Capital Market for the placement of General Fund warrants issued at this meeting (2%).	486.70

The Chairman then called the Board's attention to the fact that Kuehl Capital Corporation will place \$19,995.09 in warrants at this time payable from the General Fund Account of the District and that the agreed upon charge for the placement of said warrants is two and a half percent or \$293.36.

The Chairman then called the Board's attention to the fact that First National Capital Market will place \$24,335.05 in warrants at this time payable from the General Fund Account of the District and that the agreed upon charge for the placement of said warrants is two percent or \$486.70.

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

**RESOLVED** by the Board of Trustees of Sanitary and Improvement District No. 225 of Sarpy County, Nebraska that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Warrant Nos. 982 through 995, inclusive, of the District, dated the date of this meeting, to the following payees, for the following services and in the following amounts, said warrants to draw interest at the rate of 7% per annum, to be payable from the General Fund Account of the District and to be redeemed no later than July 29, 2016, to-wit:

- a) Warrant No. 982 for \$3,000.00 and Warrant No. 983 for \$1,432.35 all payable to Omaha Public Power District for electrical services.
- b) Warrant No. 984 for \$3,000.00, Warrant No. 985 for \$3,000.00 and Warrant No. 986 for \$1,434.68 all payable to Dolphens Design & Sign for partial payment for sign maintenance.
- c) Warrant No. 987 for \$2,823.06 payable to E&A Consulting Group, Inc., for engineering services.

d) Warrant No. 988 for \$480.00 payable to Broomers, Inc., for street sweeping.

e) Warrant No. 989 for \$2,250.00 payable to Bankers Trust for paying agent fees.

f) Warrant No. 990 for \$3,000.00 and Warrant No. 991 for 1,339.96 all payable to Kuehl Capital Corporation for Financial Advisor/Fiscal Agent Services.

g) Warrant No. 992 for \$1,112.50 payable to Navarro Lawn & Landscape, Inc., for maintenance.

h) Warrant No. 993 for \$1,462.50 payable to USG for sewer cleaning.

i) Warrant No. 984 for \$293.36 payable to Kuehl Capital Corporation for the placement of General Fund warrants issued at this meeting (2.5%).

j) Warrant No. 984 for \$486.70 payable to First National Capital Market for the placement of General Fund warrants issued at this meeting (2%).

FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No.225 of Sarpy County, Nebraska, that both they and the district hereby find and determine and covenant, warrant and agree as follows: the improvements and/or facilities being financed or refinanced by the above Warrants are for essential governmental functions and are designed to serve members of the general public on an equal basis; all said improvements have from the time of their first acquisition and construction been owned, are owned and are to be owned by the District or another political subdivision; to the extent special assessments have been or are to be levied for any of said improvements, such special assessments have been or are to be levied under Nebraska law as a matter of general application to all property specially benefitted by said improvements in the District; the development of the land in the District is for residential or commercial use and the development of the land in the District for sale and occupation by the general public has proceeded and is proceeding with reasonable speed; other than any incidental use of said improvements by a developer during the initial period of development of said improvements, there have been, are and will be no persons with rights to use such improvements other than as members of the general public; none of the proceeds of said Bonds or

any refinanced indebtedness have been or will be loaned to any private person or entity; the District hereby authorizes and directs the Chairperson or Clerk to file or cause to be filed, when due, an information reporting form pursuant to Section 149(e) of the Internal Revenue Code of 1986, as amended, pertaining to the above Warrants; and the District does not reasonably expect to sell or otherwise dispose of said improvements and/or facilities, in whole or in part, prior to the last maturity of the above Warrants.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 225 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 reasonable 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. 225 of Sarpy County, Nebraska that this and the preceding Resolutions are hereby adopted as the Certificate with Respect to Arbitrage of the District pertaining to the above Warrants and the District and the Chairman and Clerk of the District hereby further certify, as of the date of the registration of the above Warrants with the County of Sarpy County, Nebraska, as follows:

1. No separate reserve or replacement fund has been or will be established with respect to the above Warrants. The District reasonably anticipates that monies in its Bond Fund reasonably attributable to the above Warrants in excess of the less of: (a) 10% of the net principal proceeds of the above Warrants, (b) the maximum annual debt service due on the above Warrants, or (c) 125% of average annual debt service due on the above Warrants will be expended for payment of principal of and interest on the above Warrants within 13 months after receipt of such monies. That amount which is currently held in the District's Bond Fund which exceeds the amount which is to be expended for payment of principal and interest on the above Warrants within 13 months after receipt of such monies, plus that amount arrived at pursuant to the immediately

preceding sentence, will not be invested in any securities or any other investment obligations which bear a yield, as computed in accordance with the actuarial method, in excess of the yield on the above Warrants.

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

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

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

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

  
Chairman

  
Clerk

CERTIFICATE

The undersigned being Clerk of Sanitary and Improvement District No. 225 of Sarpy County, Nebraska hereby certifies that Notice of a Meeting of the Board of Trustees of said District held on July 29, 2013 was mailed to the Sarpy County Clerk at least seven days prior to the date of said meeting.

The undersigned further certifies that the agenda for the meeting of the Board of Trustees of said District was prepared and available for public inspection at the address designated in the notice of meeting published in The Bellevue Leader on July 24, 2013 and that no items were added to the agenda after the commencement of the meeting; and further, that the minutes for the meeting were available for public inspection within ten (10) days of the date of said meeting and that a copy of the minutes of this meeting were sent to the Sarpy County Clerk within thirty days from the date of this meeting.

  
\_\_\_\_\_

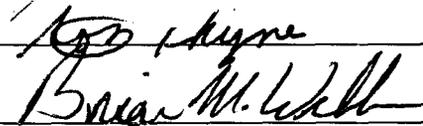
Clerk



ACKNOWLEDGMENT OF RECEIPT OF  
NOTICE OF MEETING

The undersigned Trustees of Sanitary and Improvement District No. 225 of Sarpy County, Nebraska do hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said District and the agenda for such meeting held at 9:00 A.M. on July 29, 2013 at 11440 West Center Road, Omaha, Nebraska.

DATED this 29<sup>th</sup> day of July 2013.

  
\_\_\_\_\_  
Tom Shupler  
  
\_\_\_\_\_  
Brian M. Webb  
\_\_\_\_\_  
\_\_\_\_\_

**YOUNG & WHITE**  
LAW OFFICES

DUNCAN A. YOUNG  
JEFF C. MILLER  
DAVID J. SELBY  
KEITH I. KOSAKI

MALCOLM D. YOUNG  
(1920 - 2012)

LELAND C. WHITE  
(1899 - 1981)

8742 FREDERICK STREET  
P.O. BOX 241358  
OMAHA, NEBRASKA 68124-5358

Telephone (402) 393-5600  
Facsimile (402) 393-6823  
lawoffices@youngandwhite.com  
www.youngandwhite.com

ELKHORN OFFICE  
20283 WIRT STREET  
OMAHA, NE 68022  
(402) 289-1950

July 11, 2013

**Via U.S. Mail and Email**

[jhf@fdjlaw.com](mailto:jhf@fdjlaw.com); [brian@fdjlaw.com](mailto:brian@fdjlaw.com)

Mr. John H. Fullenkamp

Mr. Brian C. Doyle

Fullenkamp Doyle & Jobeun

11440 W. Center Road, Suite C

Omaha, NE 68144

RE: City of Gretna Sanitary Sewer Mains and  
S.I.D. 225 (Giles Ridge) and S.I.D. 165 (Chalco Pointe)

Dear Gentlemen:

We serve as the City Attorney for the City of Gretna, and in that capacity we are respectfully writing to you as the attorneys for S.I.D. No. 225 (Giles Ridge) and S.I.D. No. 165 (Chalco Pointe) so as to bring a matter of critical status and immediate importance to your attention and to request a meeting the afternoon of either next Wednesday, July 17<sup>th</sup> or next Thursday, July 18<sup>th</sup> at your office, along with the respective engineers of the S.I.D.s.

The matter of critical status and immediate importance is a stormwater sewer which is situated between Lots 49 and 50 in Giles Ridge which runs north to the South Papio Creek. The City has recently learned via camera inspection that this stormwater sewer is defective and has separated joints which is causing water to saturate the areas where the City sanitary sewer mains are located. This saturation, in turn, is eroding the bank of the South Papio Creek, making the bank unstable, saturating the bedding of the City sanitary sewer mains, and removing the lateral support for the City's sanitary sewer mains to the point that if remedies are not planned and implemented immediately the City's sanitary sewer mains will collapse into the South Papio Creek.

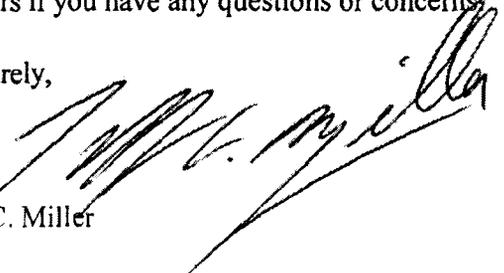
Mr. John H. Fullenkamp  
Mr. Brian C. Doyle  
July 11, 2013  
Page 2

The areas of critical status and immediate importance for the City sanitary sewer mains are in the back yards of Lot 49 in Giles Ridge and Lot 61 in Chalco Pointe, along with the adjoining outlots. This critical status and immediate importance matter also effects the homes on these lots, as well as all of the other homes in these subdivisions which receive sanitary sewer service from these City sanitary sewer mains.

Time is of the essence so please select a time for a meeting next Wednesday or Thursday afternoon and let me know. You and the S.I.D.s' engineers should be in attendance. The City's engineers and myself (and possibly others) will be in attendance. Everyone should make reasonable efforts to clear their calendars and attend the meeting.

Your cooperation in this matter is greatly appreciated. Please feel free to call so as to expedite matters if you have any questions or concerns.

Sincerely,



Jeff C. Miller

JCM/iw

c: Jeff Kooistra, Gretna City Administrator  
Jim Olmsted, Gretna City Engineer  
Bob Czerwinski, E & A Consulting Group, Inc.

GENERAL FUND

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 225 OF Sarpy COUNTY, NEBRASKA

TO: TREASURER OF Sarpy COUNTY, NEBRASKA NO. 968

(Ex Officio Treasurer of the District)

PAY TO Dolphens Design & Sign DATE March 27, 20 13 OR SUBSEQUENT REGISTERED OWNER HEREOF

\* Three Thousand Dollars and Zero Cents DOLLARS (\$) \*\*\*\*\*\$3,000.00

AND CHARGE TO THE GENERAL ACCOUNT OF THE DISTRICT. IF THIS WARRANT IS REGISTERED BY THE COUNTY TREASURER, THE FOLLOWING PROVISIONS SHALL APPLY: THIS WARRANT SHALL DRAW INTEREST AT THE RATE OF PER CENTUM PER ANNUM FROM DATE OF REGISTRATION UNTIL PAID, PAYABLE UPON REDEMPTION HEREOF. PAYMENT OF PRINCIPAL AND ACCRUED INTEREST THEN DUE SHALL BE MADE UPON PRESENTATION OF THIS WARRANT TO THE PAYING AGENT. THE REGISTRAR SHALL MAINTAIN RECORDS OF THE OWNERSHIP AND TRANSFER HEREOF AND THE DISTRICT, THE COUNTY TREASURER AND THE PAYING AGENT AND REGISTRAR MAY TREAT THE REGISTERED OWNER AS SHOWN BY SUCH RECORDS AS THE ABSOLUTE OWNER FOR ALL PURPOSES. THE OWNERSHIP OF THIS WARRANT MAY BE TRANSFERRED ONLY UPON PRESENTATION HEREOF TO THE REGISTRAR, ACCOMPANIED BY AN ASSIGNMENT IN FORM SATISFACTORY TO THE REGISTRAR, DULY EXECUTED BY THE REGISTERED OWNER OR DULY AUTHORIZED AGENT. THIS WARRANT SHALL BECOME DUE ON March 27, 20 16 (UNLESS REDEEMED PRIOR TO SAID DATE). NOTICE OF REDEMPTION PRIOR TO MATURITY SHALL BE MAILED TO THE REGISTERED OWNER AT LEAST 7 DAYS PRIOR TO REDEMPTION DATE. THE PAYING AGENT AND REGISTRAR FOR THIS WARRANT IS:

BANKERS TRUST COMPANY OMAHA, NEBRASKA

*Brian M. Udell*

CHAIR

*Sharon O. Hays*

CLERK

IN PAYMENT OF Final Invoice

GENERAL FUND

GENERAL FUND

WARRANT OF SANITARY AND IMPROVEMENT DISTRICT NO. 225 OF Sarpy COUNTY, NEBRASKA

TO: TREASURER OF Sarpy COUNTY, NEBRASKA NO. 969

(Ex Officio Treasurer of the District)

PAY TO Dolphens Design & Sign DATE March 27, 20 13 OR SUBSEQUENT REGISTERED OWNER HEREOF

\* One Thousand Eight Hundred Seventeen Dollars and Fifty Cents DOLLARS (\$) \*\*\*\*\*\$1,817.50

AND CHARGE TO THE GENERAL ACCOUNT OF THE DISTRICT. IF THIS WARRANT IS REGISTERED BY THE COUNTY TREASURER, THE FOLLOWING PROVISIONS SHALL APPLY: THIS WARRANT SHALL DRAW INTEREST AT THE RATE OF 7 PER CENTUM PER ANNUM FROM DATE OF REGISTRATION UNTIL PAID, PAYABLE UPON REDEMPTION HEREOF. PAYMENT OF PRINCIPAL AND ACCRUED INTEREST THEN DUE SHALL BE MADE UPON PRESENTATION OF THIS WARRANT TO THE PAYING AGENT. THE REGISTRAR SHALL MAINTAIN RECORDS OF THE OWNERSHIP AND TRANSFER HEREOF AND THE DISTRICT, THE COUNTY TREASURER AND THE PAYING AGENT AND REGISTRAR MAY TREAT THE REGISTERED OWNER AS SHOWN BY SUCH RECORDS AS THE ABSOLUTE OWNER FOR ALL PURPOSES. THE OWNERSHIP OF THIS WARRANT MAY BE TRANSFERRED ONLY UPON PRESENTATION HEREOF TO THE REGISTRAR, ACCOMPANIED BY AN ASSIGNMENT IN FORM SATISFACTORY TO THE REGISTRAR, DULY EXECUTED BY THE REGISTERED OWNER OR DULY AUTHORIZED AGENT. THIS WARRANT SHALL BECOME DUE ON March 27, 20 16 (UNLESS REDEEMED PRIOR TO SAID DATE). NOTICE OF REDEMPTION PRIOR TO MATURITY SHALL BE MAILED TO THE REGISTERED OWNER AT LEAST 7 DAYS PRIOR TO REDEMPTION DATE. THE PAYING AGENT AND REGISTRAR FOR THIS WARRANT IS:

BANKERS TRUST COMPANY OMAHA, NEBRASKA

*Brian M. Udell*

CHAIR

*Sharon O. Hays*

CLERK

IN PAYMENT OF Final Invoice

GENERAL FUND

Sanitary and Improvement District No. 225  
of Sarpy County, Nebraska  
11440 W. Center Road  
Omaha, NE 68144

Attn: Brian Doyle

Re: Disclosures by Underwriter  
Pursuant to MSRB Rule G-17 & G-23  
Debt Obligations of District

Dear Sir/Madam:

We are writing to provide you as the Chairman of Sanitary and Improvement District No. 225 of Sarpy County, Nebraska (the “**District**”) with certain disclosures relating to the debt obligations of the District (the “**Obligations**”) referenced in the Agreement to Purchase Obligations dated the date hereof (the “**Purchase Agreement**”), as required by the Municipal Securities Rulemaking Board (“**MSRB**”) Rule G-17 (“**Rule G-17**”) as set forth in MSRB Notice 2012-25 (May 7, 2012)<sup>1</sup> and MSRB Rule G-23 (together with Rule G-17, the “**Rules**”).

You have engaged First National Capital Markets, Inc. (“**FNCMI**”) to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the purchase of the Obligations. As part of our services as underwriter, FNCMI may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Obligations.

**Section 1. Disclosures Concerning the Underwriter’s Role.** In serving as underwriter for the Obligations, these are some important disclosures that clarify FNCMI’s role and responsibilities in connection with the Rules:

- (a) FNCMI is an underwriter and not a financial advisor;
- (b) Rule G-17 requires FNCMI to deal fairly at all times with both municipal issuers, such as the District, and investors;
- (c) FNCMI’s primary role is to purchase or arrange for the purchase of the Obligations with a view to distribution in an arm’s-length commercial transaction with the District. FNCMI has financial and other interests that differ from those of the District. FNCMI will not engage in a course of conduct that is inconsistent with an arm’s length relationship with the District in connection with the issuance and sale of the Obligations;
- (d) Unlike a municipal advisor, FNCMI does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests;

<sup>1</sup> Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective August 2, 2012).

(e) FNCMI has a duty to purchase or arrange for the purchase of the Obligations from the District at a fair and reasonable price, but must balance that duty with its duty to sell or arrange for the sale of the Obligations to investors at prices that are fair and reasonable; and

(f) FNCMI will review the offering document for the Obligations in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction<sup>2</sup>.

**Section 2. Disclosures Concerning the Underwriter's Compensation.** FNCMI will be compensated by a fee and/or an underwriting discount as set forth in the Purchase Agreement. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transactions and the amount of the fee may be based, in whole or in part, on a percentage of the principal amount of the Obligations. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since FNCMI may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

**Section 3. Additional Conflicts Disclosures**—FNCMI has not identified any additional potential or actual material conflicts that require disclosure.

**Section 4. Disclosures Concerning Complex Municipal Securities Financing.** In accordance with the requirements of MSRB Rule G-17, if FNCMI recommends a financing structure that may be a “complex municipal securities financing” for the District for MSRB Rule G-17 purposes, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at that time. Furthermore, we will provide additional disclosure in connection with MSRB Rule G-17 at the time of issuance of the Obligations which will address with more specificity the issuance of a particular series or amount of the Obligations.

If you or any other District officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the District's own financial advisor, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

It is our understanding that you have the authority to bind the District by contract with FNCMI, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

**We are required to seek your acknowledgement that you have received this letter.** Accordingly, please send an email to that effect or sign and return the enclosed copy of this letter to FNCMI at the address set forth above. As mentioned above in regards to the issuance of a particular series or set amount of the Obligations, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transactions and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

<sup>2</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the offering document by the underwriter is solely for purposes of satisfying its obligations under the federal securities laws and such review should not be construed by the District as a guarantee of the accuracy or completeness of the information in the offering document.

We look forward to working with you and the District in connection with the issuance of the Obligations. Thank you.

Sincerely,

FIRST NATIONAL CAPITAL MARKETS, INC.

By: David Cota

David E. Cota  
President

ACKNOWLEDGEMENT OF RECEIPT:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREEMENT TO PURCHASE OBLIGATIONS**

**THIS AGREEMENT TO PURCHASE OBLIGATIONS** (the "Agreement") is entered into as of \_\_\_\_\_, 2013 by and among **FIRST NATIONAL CAPITAL MARKETS, INC.**, ("FNCMI"), **SANITARY AND IMPROVEMENT DISTRICT NO. 225 OF SARPY COUNTY, NEBRASKA** (the "District") and **KUEHL CAPITAL CORPORATION**, a Nebraska corporation ("KCC").

**WHEREAS**, the District is a sanitary and improvement district duly organized and validly existing under Section 31-727 et seq., Reissue Revised Statutes of Nebraska, as amended (the "Act") and is a body corporate and politic and a political subdivision of the State of Nebraska (the "State"); and

**WHEREAS**, the District is organized for the purposes, among other things, of constructing and installing streets, utilities and other infrastructure improvements and operating and maintaining the District as a political subdivision of the State (collectively, the "Improvements"); and

**WHEREAS**, the District is authorized under the Act to issue and sell its warrants and general obligation bonds to finance the Improvements, and the District desires the services of an underwriter to purchase such warrants or bonds or to assist the District with the placement of such warrants and bonds; and

**WHEREAS**, the District and KCC have entered into a Contract for Financial Advisor/Fiscal Agent Services (the "Financial Advisor Contract") pursuant to which KCC has agreed to serve as financial advisor to the District; and

**WHEREAS**, FNCMI is willing and hereby agrees to purchase (i) the District's general fund warrants (the "General Fund Warrants"), (ii) the District's construction fund warrants (the "Construction Fund Warrants" and together with the General Fund Warrants, the "Warrants") and the District's general obligation bonds (the "Bonds") and to hold for its own account or to sell, as it determines in its sole discretion; and

**WHEREAS**, from time to time First National Bank of Omaha ("FNBO") shall purchase certain Warrants and Bonds of the District, either directly or from FNCMI, upon notice to the District, all in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

**Section 1. Third Party Beneficiary.** Upon execution of the investor letter in the form attached hereto as Appendix A (the "Bank Investor Letter"), the parties hereto agree and acknowledge that FNBO will become a third party beneficiary to this Agreement as to Warrants and Bonds acquired by FNBO (the "Bank Acquired Obligations"). To the extent permitted by law applicable to the sale of Warrants and Bonds, all obligations, representations and warranties of KCC and the District to FNCMI under this Agreement shall be obligations, representations and warranties of KCC and the District to FNBO, and all rights of FNCMI shall be rights of FNBO in each case, in connection with the Bank Acquired Obligations; provided, FNBO shall

have no obligations as to such Bank Acquired Obligations except to the extent set forth in the Bank Investor Letter.

**Section 2. Warrants.** Subject to the limitations set forth in Section 5 below, FNCMI agrees to purchase or place the fully registered Warrants issued by the District (except annual interest Construction Fund Warrants relating to the District's outstanding Construction Fund Warrants that are deemed by FNCMI, in good faith, to be unmarketable) from the payees thereof at the principal amount shown on each Warrant. All Warrants shall bear interest at the rate of 7.00%, unless the District and FNCMI mutually agree that Warrants shall be issued bearing interest at a different rate or rates. FNCMI shall comply with all Municipal Securities Rulemaking Board ("MSRB") rules applicable to the Warrants, including G-14, G-32 and G-34. If the District and FNCMI determine to offer the Warrants for sale to the public, the District shall provide an official statement, offering circular or other offering document acceptable to FNCMI pertaining to the Warrants. If the District and FNCMI determine to place the Warrants pursuant to a private placement, including to FNCMI or an affiliate thereof, FNCMI will deliver to the District an investor letter in connection with each purchase of Warrants in the form attached hereto as Appendix A executed by the purchaser(s) of such Warrants.

**Section 3. Terms Particular to Warrants.** In order to facilitate the purchase of the Warrants by FNCMI (or FNBO, as applicable), the District and FNCMI (or FNBO, as applicable) hereby agree to the procedures set forth below:

(a) KCC will present checks payable to the order of the various payees in an amount equal to the par amount of each Warrant to be drawn from an account established by FNCMI (or FNBO, as applicable);

(b) KCC, on behalf of the District, shall deliver each of such Warrants to the registrar with instructions to register the ownership of all such Warrants to FNCMI (or FNBO, as applicable);

(c) On the same day KCC presents such checks to the payees, KCC will provide electronic copies of executed checks to FNCMI (or FNBO, as applicable). Such electronic copies shall constitute a representation and warranty by the District to FNCMI (or FNBO, as applicable) that:

(i) each Warrant bears interest at a rate consistent with the rate previously agreed to between FNCMI and the District;

(ii) each Warrant has been duly endorsed by the payee;

(iii) each Construction Fund Warrant is accompanied by an approving legal opinion of nationally recognized bond counsel acceptable to the District and FNCMI, addressed to the District and FNCMI (or FNBO, as applicable), that such Construction Fund Warrant has been legally issued by and is a valid obligation of the District and the interest thereon is exempt from federal and State income taxes; and

(iv) each Warrant has been registered in the office of the Sarpy County Treasurer; and

(d) Annual interest Construction Fund Warrants may be purchased by FNCMI (or FNBO, as applicable) prior to meeting the requirements of Section 3(c) provided such requirements shall be met as soon as practically possible and no later than 60 days after the purchase of such Construction Fund Warrants.

**Section 4. Bonds.** FNCMI agrees to purchase or place, subject to the restriction set forth below, at a price to be mutually agreed to by the District and FNCMI (such purchase price may reflect a discount representing the compensation of FNCMI as further discussed in Section 6 hereof) plus accrued interest (if any), the District's registered Bonds in an aggregate principal amount as determined by the District. The Bonds shall be issued from time to time as and when the District determines, and such determination will be evidenced by notice (telephonic, written or electronic) to FNCMI recommending the principal amount, maturities, interest rates, and other terms and conditions of the Bonds. Each issue of Bonds shall bear interest at the approximate nationally recognized yield curve scale (MMD, Delphis Hanover, Bloomberg Fair Market Value Curve, etc.) for similar obligations in the current market as well as actual pricing data of local and regional issues of comparable obligations. The interest rates may further be adjusted to reflect changes due to a variety of market conditions that may exist at the time of issuance. If the District and FNCMI fail to reach agreement as to the interest rate(s) on any series of Bonds on a date determined by both parties to be the pricing date for such Bonds, the District has the right to sell said Bonds to another party; provided, however that such action will in no way terminate the District's obligation to place any additional Bonds of the District with FNCMI.

In connection with each issuance of the Bonds, FNCMI shall serve as the underwriter (including purchasing for its own account or that of an affiliate) or the placement agent. If the District and FNCMI determine to offer the Bonds for sale to the public, the District shall provide an official statement, offering circular or other offering document acceptable to FNCMI pertaining to the Bonds. FNCMI shall comply with all MSRB rules applicable to the particular series of Bonds, including G-14, G-32 and G-34, and shall be responsible for all of the underwriting risk related to the purchase and reoffering of such Bonds. If the District and FNCMI determine to place the Bonds pursuant to a private placement, including to FNCMI or an affiliate thereof, FNCMI will deliver to the District an investor letter in connection with each purchase of Bonds in the form attached hereto as Appendix A executed by the purchaser(s) of such Bonds.

The District shall be responsible for structuring each issuance of the Bonds, providing FNCMI, if requested, an offering document and hiring disclosure counsel for the drafting and review of the offering document. In connection with each issuance of the Bonds, the District will arrange for the Bonds to be accompanied by an approving legal opinion of nationally recognized bond counsel acceptable to the District and FNCMI, addressed to the District and FNCMI, that such Bonds have been legally issued by and are valid obligations of the District and the interest thereon is exempt from federal and State income taxes.

As used in this Agreement, "Bonds" refers to obligations issued to finance the acquisition, construction and equipping of capital improvements by the redemption of

Construction Fund Warrants. "Bonds" does not refer to obligations issued to refund any Bonds. The District, in its sole discretion, may request FNCMI to underwrite or place its general obligation refunding bonds, and if FNCMI so agrees, then "Bonds" shall refer to such refunding bonds.

**Section 5. Limitations to Obligation to Purchase.** Notwithstanding the provisions in Sections 2 and 4 above, FNCMI (and FNBO, as applicable) shall have no obligation to purchase any Warrants or Bonds pursuant to this Agreement if at any time hereafter any of the following shall occur:

(a) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange;

(b) the New York Stock Exchange, or other national securities exchange, or any governmental authority, shall impose, as to the Warrants or the Bonds or obligations of the general character of the Warrants or the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of FNCMI;

(c) a general banking moratorium shall have been established by federal, New York or Nebraska authorities; or

(d) any action, suit, proceedings, inquiry or investigation at law or in equity or before or by any court, public board or body shall be pending or threatened against the District, which is not now pending or threatened, and which, in FNCMI's reasonable opinion, could adversely affect either the District or the marketing, sale and delivery of the Warrants or the Bonds.

**Section 6. Compensation.** As compensation for purchasing the District's Warrants, FNCMI will receive a fee payable in warrants at the time of such issuance equal to 2.0% of the aggregate principal amount of the Warrants it so purchases (excluding the principal amount of fee warrants issued by the District to pay FNCMI, as underwriter). As compensation in connection with its purchase or placement of the Bonds, FNCMI will receive a fee equal to 2.0% of the aggregate principal amount of the Bonds it purchases or places. Such fee shall be paid from the proceeds of the Bonds and may be taken as a discount from the purchase price of such Bonds, as set forth in Section 4 hereof. If FNCMI agrees to purchase the District's general obligation refunding bonds it will be compensated a percentage mutually agreed to by FNCMI and the District of the aggregate principal amount of such refunding issue.

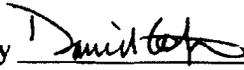
**Section 7. Miscellaneous.** This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the parties hereto (and FNBO to the extent of its third party beneficiary rights under Section 1) and their respective successors and assigns, but this Agreement shall not be assignable without the prior written consent of each party hereto, except that, FNCMI (and FNBO to the extent of its third party beneficiary rights under Section 1) may, without consent, assign this Agreement to any affiliate of FNCMI (and FNBO, as applicable) or any corporation, firm or other entity into which FNCMI (and FNBO, as applicable) may merge

or consolidate or to which FNCMI (and FNBO, to the extent of its third party beneficiary rights under Section 1) may sell all or substantially all of its assets. This Agreement shall be construed, performed and enforced in accordance with, and governed by the laws of the State, without giving effect to the principles of conflicts of law thereof. No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed to be a waiver of any subsequent breach or default of the same or similar nature. This Agreement may not be modified or amended except by a written agreement signed by the parties hereto. This Agreement constitutes the entire contract between the parties relative to the subject matter hereof.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**FIRST NATIONAL CAPITAL MARKETS,  
INC.**

By   
Its Senior manager, Director

**KUEHL CAPITAL CORPORATION**

By   
Its Director

**SANITARY AND IMPROVEMENT  
DISTRICT NO. 225 OF SARPY COUNTY,  
NEBRASKA**

By \_\_\_\_\_  
Its \_\_\_\_\_

[Signature Page to Agreement]

APPENDIX A

FORM OF INVESTOR LETTER

[Date]

Sanitary and Improvement District  
No. \_\_\_ of [Douglas] [Sarpy] County, Nebraska

Re: \$\_\_\_\_\_ [General Obligation Bonds, Series 20\_\_] [General Fund Warrants]  
[Construction Fund Warrants], Dated \_\_\_\_\_

Ladies and Gentlemen:

The undersigned is the purchaser (the "Purchaser") of \$\_\_\_\_\_ in aggregate principal amount of [General Obligation Bonds, Series 20\_\_ (the "Bonds")] [Construction Fund Warrants] [General Fund Warrants] (collectively, the "Warrants") issued by Sanitary and Improvement District No. \_\_\_ of [Douglas] [Sarpy] County, Nebraska (the "District") and is making the representations, agreements and statements set forth in this investor letter (this "Letter") as an inducement to the District to issue and sell the [Bonds] [Warrants] to the Purchaser. In connection with the purchase of the [Bonds] [Warrants], the Purchaser acknowledges, agrees and represents as follows:

1. The Purchaser has been advised that: (a) the [Bonds] [Warrants] are not registered under the Securities Act of 1933, as amended (the "Securities Act"), or with any state securities agency or commission; (b) the District is not presently required to register under Section 12 of the Securities and Exchange Act of 1934, as amended (the "Exchange Act"); and (c) the [Bonds] [Warrants] are not being issued as part of a transaction which is subject to the provisions of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Exchange Act ("Rule 15c2-12"). The Purchaser therefore understands that, if and when it wishes to resell the [Bonds] [Warrants], there may not be available current business and financial information about the District. In addition, the Purchaser will not offer, sell or otherwise dispose of the [Bonds] [Warrants], except (i) in material compliance with all applicable state and federal securities laws, including Rule 15c2-12, (ii) with full and accurate disclosure of all material facts, to the extent required by law, to the prospective purchaser(s) or transferee(s) (iii) either under effective federal and state registration statements (which the District shall in no way be obligated to provide) or pursuant to exemptions from such registrations and (iv) upon the delivery by the prospective purchaser(s) or transferee(s) of an investor letter identical in form and substance of this Letter. In addition, the Purchaser will not offer, sell or otherwise dispose of the [Bonds] [Warrants] or any maturity thereof in principal amounts of less than \$100,000. Accordingly, the Purchaser understands that it may need to bear the risks of this investment for an indefinite time since any sale or transfer prior to the maturity of the [Bonds] [Warrants] may not be possible or permitted or may be at a price below that which the Purchaser is paying for the [Bonds] [Warrants].

2. The Purchaser is (a) a bank, registered investment company, insurance company or other institutional "accredited investor" as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D promulgated by the Securities and Exchange Commission pursuant to the Securities Act, (b) a "qualified institutional buyer" as defined in Rule 144A promulgated by the Securities and Exchange Commission pursuant to the Exchange Act and under various state securities laws and is not an individual or (c) described in Paragraph 4.

3. The Purchaser is duly and validly organized under the laws of its jurisdiction of incorporation or organization, is duly and legally authorized to purchase obligations such as the

[Bonds] [Warrants] and has satisfied itself that the [Bonds] [Warrants] are a lawful investment for this organization under all applicable laws. The Purchaser can bear the economic risk of the purchase of the [Bonds] [Warrants] and has such knowledge and experience in business and financial matters, including the analysis of a participation in the purchase of similar investments, as to be capable of evaluating the merits and risks of an investment in the [Bonds] [Warrants] and are aware of the use of the proceeds and the risks involved therein.

4. If not described in Paragraph 2, the Purchaser is a registered investment advisor purchasing the [Bonds] [Warrants] for inclusion in the portfolio of a registered investment company advised by the Purchaser and over whose transactions it has discretionary power. If described in this Paragraph 4, it has such knowledge and experience in business and financial matters, including the analysis of a participation in the purchase of similar investments, as to be capable of evaluating the merits and risks of an investment in the [Bonds] [Warrants], and the investment company for which the Purchaser is purchasing the [Bonds] [Warrants] is duly and validly organized under the laws of its jurisdiction of incorporation or organization and can bear the economic risk of the purchase of the [Bonds] [Warrants].

5. The [Bonds] [Warrants] have been purchased for the account of the Purchaser (except as described in Paragraph 4, in which instance it has been purchased for the account of one registered investment company managed by the Purchaser) for investment and not with a view to the distribution, transfer or resale of all or any portion thereof, provided that the Purchaser may transfer the [Bonds] [Warrants] to an affiliate at any time, and provide further that the disposition of the [Bonds] [Warrants] shall at all times be within the sole control of the Purchaser (subject to the provisions of Paragraph 1). The Purchaser agrees to indemnify and hold harmless the addressees of this Letter with respect to any and all claims arising from or related to its sale or transfer of the [Bonds] [Warrants].

6. The Purchaser has been offered a sufficient opportunity to conduct an investigation concerning the terms and conditions of the offering of the [Bonds] [Warrants] and to obtain any information on the status of the District. The Purchaser is familiar with the condition, financial or otherwise, of the District and has been furnished all operational and financial information about the District deemed necessary to the Purchaser to evaluate the merits and risks of an investment in the [Bonds] [Warrants].

7. The Purchaser has received and reviewed a copy of the resolution adopted by the Board of Trustees of the District approving the transactions related to the [Bonds] [Warrants], including the issuance thereof, each of the documents approved thereby and any other documents it deemed necessary in connection therewith.

8. The Purchaser has not relied and does not rely on any party other than the District or its agents for furnishing or verifying information requested by the Purchaser relating to the District or information relating to the terms of [Bonds] [Warrants] and terms of the underlying transactions related to the [Bonds] [Warrants].

All statements and representations of the Purchaser in this Letter are made solely and exclusively in connection with its purchase of the [Bonds] [Warrants] and are made solely for the benefit of the addressees hereto and no other party shall or may be a third party beneficiary hereof. The foregoing statements and representations shall survive the execution and delivery to the Purchaser of the [Bonds] [Warrants] and the instruments and documents contemplated thereby.

---

Very truly yours,

[FIRST NATIONAL CAPITAL MARKETS, INC.]

[FIRST NATIONAL BANK OF OMAHA]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_





Account Number	Due Date	Total Amount Due
9264413870	Jul 17, 2013	\$1,080.87

Customer Name: SID 225 SARPY  
Statement Date: June 27, 2013

Billing Information for service address: 15400 GILES RD, STLT OMAHA 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	81	\$17.28	\$1,054.08			
SL61					4.84	1,054.08	\$1,117.16

RECEIVED  
JUN 26 2013  
BY: \_\_\_\_\_



5618 S. 77th St.  
Ralston, NE 68127  
P (402) 339-1336  
F (402) 537-4320  
[www.dolphin-signs.com](http://www.dolphin-signs.com)

# Invoice

**Company Name:** E&A Consulting    **Job Name:** Giles Ridge    **Date:** 4-27-12

- 1 - Monument sign - 1 Sided
  - Remove old sign
  - Repair or paint any missing stones

- Sign Construction of monument Sign
  - 5'x9' Sign foam dual panel 1" thick with aluminum backer
  - 3 level sandblasted background, sprayed with rubber hardcoat
  - Primed and painted with 5 coats of latex paint
  - 1/2" Black plexi glass letters, stud mounted flat against first surface
  - Installed on existing monument base

- 2 - 26"x48" 2-sided by 9" thick oval signs - Remove old signs
  - Existing bases on both signs
  - 7" thick, 2lb. foam cut with 1" sign foam sandblasted sign faces
  - All sprayed with rubber hardcoat
  - 1/4 black plexi lettering stud mounted flat and glued, installed on top of existing bases

- 1- New concrete base poured in second smaller sign
  - Hole dug for forms
  - Forms Installed
  - Concrete Poured

Price for additional base poured for second sign - **\$1815.64** (\*\*This cost is added into new remaining balance)

Half down of original proposal price received - **\$4,817.50**  
Remaining balance (Remaining half down - **\$4,817.50** + New concrete base **\$1815.64**) - **\$6,633.14**

Applicable Taxes to Entire Project- **\$801.54**

**Total amount remaining to be paid - \$7,434.68**

Approved by E & A Consulting Group, Inc.  
Date: 7-5-13  
Initials: RC  
SID No. 225  
Project No. 2001.051.000

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

Sarpy County SID #225  
c/o Mr. John Fullenkamp, Attorney  
11440 West Center Rd.  
Omaha, NE 68144

April 23, 2013  
Project No: P2001.051.001  
Invoice No: 120504

Project P2001.051.001 Giles Ridge -- 156th & Giles--District Maintenance

**Professional Services from March 11, 2013 to April 07, 2013**

Phase 113 District Maintenance for 2013

Task 010 As-Built

**Professional Personnel**

	Hours	Rate	Amount	
Eng. Technician II	.25	57.00	14.25	
Totals	.25		14.25	
<b>Total Labor</b>				<b>14.25</b>
<b>Total this Task</b>				<b>\$14.25</b>

Task 135 Digger's Hotline

**Professional Personnel**

	Hours	Rate	Amount	
Eng. Technician IV	2.50	78.00	195.00	
Totals	2.50		195.00	
<b>Total Labor</b>				<b>195.00</b>
<b>Total this Task</b>				<b>\$195.00</b>

Task 352 Meetings

**Professional Personnel**

	Hours	Rate	Amount	
Const. Admin Tech II	1.75	64.00	112.00	
Totals	1.75		112.00	
<b>Total Labor</b>				<b>112.00</b>
<b>Total this Task</b>				<b>\$112.00</b>

Task 440 Repairs/Maintenance

**Professional Personnel**

	Hours	Rate	Amount	
Administrative Assistant II	.65	59.00	38.35	
Const. Admin Tech II	2.00	64.00	128.00	
Const. Depart. Manager III	1.50	113.00	169.50	
Totals	4.15		335.85	
<b>Total Labor</b>				<b>335.85</b>
<b>Total this Task</b>				<b>\$335.85</b>

Project P2001.051.001 Giles Ridge -- 156th & Giles--DM Invoice 120504

Task 532 Street Repair

**Professional Personnel**

	Hours	Rate	Amount	
Const. Admin Tech II	.50	64.00	32.00	
Totals	.50		32.00	
<b>Total Labor</b>				<b>32.00</b>
			<b>Total this Task</b>	<b>\$32.00</b>

Task 999 Expenses

**Unit Billing**

Mileage			19.78	
<b>Total Units</b>			<b>19.78</b>	<b>19.78</b>
			<b>Total this Task</b>	<b>\$19.78</b>
			<b>Total this Phase</b>	<b>\$708.88</b>

Phase 213 Erosion & Sediment Control Inspecting/Reporting for 2013

Task 196 Erosion Control

**Professional Personnel**

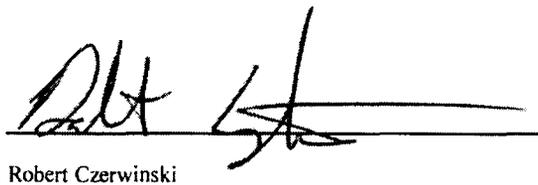
	Hours	Rate	Amount	
Erosion Control Specialist I	2.50	64.00	160.00	
Erosion Control Dept. Mgr. III	.25	110.00	27.50	
Totals	2.75		187.50	
<b>Total Labor</b>				<b>187.50</b>
			<b>Total this Task</b>	<b>\$187.50</b>

Task 999 Expenses

**Unit Billing**

Mileage			5.09	
<b>Total Units</b>			<b>5.09</b>	<b>5.09</b>
			<b>Total this Task</b>	<b>\$5.09</b>
			<b>Total this Phase</b>	<b>\$192.59</b>
			<b>Total this Invoice</b>	<b>\$901.47</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 #225  
 c/o Mr. John Fullenkamp, Attorney  
 11440 West Center Rd.  
 Omaha, NE 68144

May 15, 2013  
 Project No: P2001.051.001  
 Invoice No: 120725

Project P2001.051.001 Giles Ridge -- 156th & Giles--District Maintenance

**Professional Services from April 08, 2013 to May 05, 2013**

Phase 113 District Maintenance for 2013

Task 135 Digger's Hotline

**Professional Personnel**

	Hours	Rate	Amount	
Eng. Technician IV	2.75	78.00	224.25	
Const. Admin Tech II	.75	64.00	48.00	
Const. Admin Tech III	.25	76.00	19.00	
Totals	3.75		291.25	
<b>Total Labor</b>				<b>291.25</b>
				<b>Total this Task \$291.25</b>

Task 440 Repairs/Maintenance

**Professional Personnel**

	Hours	Rate	Amount	
Administrative Assistant II	.80	59.00	47.20	
Const. Admin Tech I	.50	52.00	26.00	
Const. Depart. Manager III	1.00	113.00	113.00	
Totals	2.30		186.20	
<b>Total Labor</b>				<b>186.20</b>
				<b>Total this Task \$186.20</b>

Task 999 Expenses

**Unit Billing**

Mileage			16.39	
<b>Total Units</b>			<b>16.39</b>	<b>16.39</b>
				<b>Total this Task \$16.39</b>
				<b>Total this Phase \$493.84</b>

Phase 213 Erosion & Sediment Control Inspecting/Reporting for 2013

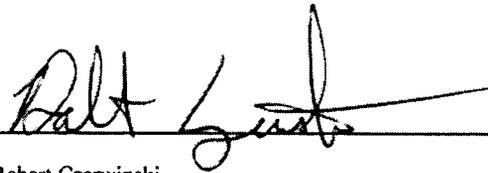
Task 196 Erosion Control

**Professional Personnel**

	Hours	Rate	Amount	
Erosion Control Specialist I	3.25	64.00	232.00	
Erosion Control Dept. Mgr. III	1.25	110.00	137.50	

Project	P2001.051.001	Giles Ridge -- 156th & Giles--DM	Invoice	120725
	Totals	4.50	369.50	
	<b>Total Labor</b>			<b>369.50</b>
			<b>Total this Task</b>	<b>\$369.50</b>
-----				
Task	999	Expenses		
<b>Unit Billing</b>				
Mileage			15.26	
	<b>Total Units</b>		<b>15.26</b>	<b>15.26</b>
			<b>Total this Task</b>	<b>\$15.26</b>
			<b>Total this Phase</b>	<b>\$384.76</b>
			<b>Total this Invoice</b>	<b>\$878.60</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 #225  
 c/o Mr. John Fullenkamp, Attorney  
 11440 West Center Rd.  
 Omaha, NE 68144

June 25, 2013  
 Project No: P2001.051.001  
 Invoice No: 121147

Project P2001.051.001 Giles Ridge -- 156th & Giles--District Maintenance

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

Phase 113 District Maintenance for 2013

Task 135 Digger's Hotline

**Professional Personnel**

	Hours	Rate	Amount	
Eng. Technician IV	2.50	78.00	204.75	
Totals	2.50		204.75	
<b>Total Labor</b>				<b>204.75</b>
<b>Total this Task</b>				<b>\$204.75</b>

Task 440 Repairs/Maintenance

**Professional Personnel**

	Hours	Rate	Amount	
Const. Admin Tech I	1.75	52.00	97.50	
Const. Admin Tech II	1.00	64.00	64.00	
Const. Admin Tech III	2.00	76.00	152.00	
Const. Depart. Manager III	.50	113.00	56.50	
Totals	5.25		370.00	
<b>Total Labor</b>				<b>370.00</b>
<b>Total this Task</b>				<b>\$370.00</b>

Task 532 Street Repair

**Professional Personnel**

	Hours	Rate	Amount	
Const. Admin Tech III	.75	76.00	57.00	
Totals	.75		57.00	
<b>Total Labor</b>				<b>57.00</b>
<b>Total this Task</b>				<b>\$57.00</b>

Task 999 Expenses

**Unit Billing**

Mileage			8.48	
<b>Total Units</b>			<b>8.48</b>	<b>8.48</b>
<b>Total this Task</b>				<b>\$8.48</b>

Project	P2001.051.001	Giles Ridge -- 156th & Giles--DM	Invoice	121147
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**Total this Phase                    \$640.23**

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Phase	213	Erosion & Sediment Control Inspecting/Reporting for 2013
Task	196	Erosion Control

**Professional Personnel**

	Hours	Rate	Amount	
Erosion Control Specialist I	5.00	64.00	360.00	
Erosion Control Dept. Mgr. III	.25	110.00	27.50	
Totals	5.25		387.50	
<b>Total Labor</b>				<b>387.50</b>
				<b>Total this Task                    \$387.50</b>

---

Task	999	Expenses
------	-----	----------

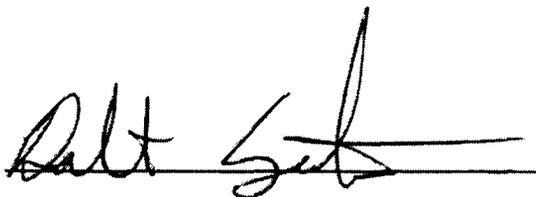
**Unit Billing**

Mileage		15.26	
<b>Total Units</b>		<b>15.26</b>	<b>15.26</b>
			<b>Total this Task                    \$15.26</b>

**Total this Phase                    \$402.76**

**Total this Invoice                    \$1,042.99**

Approved:



Robert Czerwinski

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

RECEIVED  
APR 16 2013  
BY: \_\_\_\_\_

# Invoice

Date 4/15/2013  
Invoice # 585

**Bill To**

Giles Ridge, SID 225  
E & A Consulting Group  
330 North 117th St.  
Omaha, NE 68154

**Ship To**

Giles Ridge SID 225

P.O. # Patrick Pierce  
Terms Net 30

Ship Date 4/15/2013  
Due Date 5/15/2013  
Other

Item	Description	Qty	Price	Amount
Spring Sweep	Sweep Giles Ridge, SID 225 4/12/2013	1	480.00	480.00

Approved by E & A Consulting Group, Inc.  
Date: 4/17/13  
Initials: EP  
SID No. 225  
Project No. 2001.051.000

Thank you for your business

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

402 346-6127

Subtotal	\$480.00
Sales Tax (0.0%)	\$0.00
Total	\$480.00
Payments/Credits	\$0.00
Balance Due	\$480.00



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

**Invoice**

SARPY 225 GENERAL  
 FULLENKAMP, DOYLE & JOBEUN  
 ATTN: DEBBIE LEACH  
 11440 WEST CENTER ROAD, SUITE C  
 OMAHA NE 68144-4482

Invoice No: 9267  
 Invoice Date: 06/01/2013

CATEGORY	QUANTITY	RATE	AMOUNT
BALANCE CARRIED FORWARD:			\$0.00
-----			
PREVIOUS AMOUNT BILLED:	\$500.00		
AMOUNT RECEIVED:	\$500.00		
FLAT FEE			
ADMIN FEE ANNUAL			\$500.00
=====			
TOTAL DUE			\$500.00

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 225 GENERAL  
 FULLENKAMP, DOYLE & JOBEUN  
 ATTN: DEBBIE LEACH  
 11440 WEST CENTER ROAD, SUITE C  
 OMAHA NE 68144-4482

Invoice #: 9267  
 Invoice Date: 06/01/2013  
 Bill Code: 0184000263

**Total Due:** 500.00

Remit to:

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

Amount Enclosed:



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

**Invoice**

SARPY CO NE SID #225 GO RFND BD 12/15/11  
 FULLENKAMP, DOYLE & JOBEUN  
 ATTN: DEBBIE LEACH  
 11440 WEST CENTER ROAD, SUITE C  
 OMAHA NE 68144-4482

Invoice No: 9338  
 Invoice Date: 06/01/2013

CATEGORY	QUANTITY	RATE	AMOUNT
BALANCE CARRIED FORWARD:			\$ 0.0
-----			
PREVIOUS AMOUNT BILLED:	\$500.00		
AMOUNT RECEIVED:	\$500.00		
FLAT FEE			
ADMIN FEE ANNUAL			\$500.0
=====			
TOTAL DUE			\$500.0

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

-----  
 PLEASE DETACH AND RETURN WITH PAYMENT

SARPY CO NE SID #225 GO RFND BD 12/15/11  
 FULLENKAMP, DOYLE & JOBEUN  
 ATTN: DEBBIE LEACH  
 11440 WEST CENTER ROAD, SUITE C  
 OMAHA NE 68144-4482

Invoice #: 9338  
 Invoice Date: 06/01/2013  
 Bill Code: 0185384534

**Total Due:** 500.00

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

Amount Enclosed:



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

**Invoice**

SARPY CO NO 225 GO REF BD SERIES 12  
 FULLENKAMP, DOYLE & JOBEUN  
 ATTN: DEBBIE LEACH  
 11440 WEST CENTER ROAD, SUITE C  
 OMAHA NE 68144-4482

Invoice No: 9380  
 Invoice Date: 06/01/2013

CATEGORY	QUANTITY	RATE	AMOUNT
BALANCE CARRIED FORWARD:			\$0.0
PREVIOUS AMOUNT BILLED:	\$0.00		
AMOUNT RECEIVED:	\$0.00		
FLAT FEE			
ADMIN FEE ANNUAL			\$500.0
<b>TOTAL DUE</b>			<b>\$500.0</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 NO 225 GO REF BD SERIES 12  
 FULLENKAMP, DOYLE & JOBEUN  
 ATTN: DEBBIE LEACH  
 11440 WEST CENTER ROAD, SUITE C  
 OMAHA NE 68144-4482

Invoice #: 9380  
 Invoice Date: 06/01/2013  
 Bill Code: 0185391372

**Total Due:** 500.00

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

Amount Enclosed:



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

**Invoice**

SARPY CO NO 225 GO REF BD SERIES 12  
 FULLENKAMP, DOYLE & JOBEUN  
 ATTN: DEBBIE LEACH  
 11440 WEST CENTER ROAD, SUITE C  
 OMAHA NE 68144-4482

Invoice No: 9381  
 Invoice Date: 06/01/2013

CATEGORY	QUANTITY	RATE	AMOUNT
BALANCE CARRIED FORWARD:			\$ 0 . 0
PREVIOUS AMOUNT BILLED:	\$ 0 . 00		
AMOUNT RECEIVED:	\$ 0 . 00		
FLAT FEE			
DISCLOSURE FEE			\$ 250 . 0
=====			
TOTAL DUE			\$ 250 . 0

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
250 00	0 00	0 00	0 00	0 00	250.00

PLEASE DETACH AND RETURN WITH PAYMENT

SARPY CO NO 225 GO REF BD SERIES 12  
 FULLENKAMP, DOYLE & JOBEUN  
 ATTN: DEBBIE LEACH  
 11440 WEST CENTER ROAD, SUITE C  
 OMAHA NE 68144-4482

Invoice #: 9381  
 Invoice Date: 06/01/2013  
 Bill Code: 0185391372

**Total Due:** 250.00

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

Amount Enclosed:



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

**Invoice**

SARPY CO SID #225 GO BD 07 DTD 11/15/07  
 FULLENKAMP, DOYLE & JOBEUN  
 ATTN: DEBBIE LEACH  
 11440 WEST CENTER ROAD, SUITE C  
 OMAHA NE 68144-4482

Invoice No: 9406  
 Invoice Date: 06/01/2013

CATEGORY	QUANTITY	RATE	AMOUNT
BALANCE CARRIED FORWARD:			\$0.0
PREVIOUS AMOUNT BILLED:		\$500.00	
AMOUNT RECEIVED:		\$500.00	
FLAT FEE			
ADMIN FEE ANNUAL			\$500.0
=====			
TOTAL DUE			\$500.0

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

-----  
 PLEASE DETACH AND RETURN WITH PAYMENT

SARPY CO SID #225 GO BD 07 DTD 11/15/07  
 FULLENKAMP, DOYLE & JOBEUN  
 ATTN: DEBBIE LEACH  
 11440 WEST CENTER ROAD, SUITE C  
 OMAHA NE 68144-4482

Invoice #: 9406  
 Invoice Date: 06/01/2013  
 Bill Code: 0185370574

**Total Due:** 500.00

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

Amount Enclosed:

**Kuehl Capital Corporation**

14747 California Street, Suite #1  
Omaha, NE 68154  
(402) 391-7977

**Invoice**

Date	Invoice #
5/4/2013	1056

**Bill To:**

SID #225 of Sarpy County Nebraska  
c/o Fullenkamp, Doyle and Jobeun  
Attn: Mr. Brian Doyle  
11440 West Center Road, Ste. C  
Omaha, NE 68144-4421

Description	Amount
Financial Advisor/Fiscal Agent Services from Contract Inception 3.27.2013 through 6.30.2013	4,339.96
<b>Total</b>	<b>\$4,339.96</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$4,339.96</b>

**Navarro Lawn & Landscape, Inc**

2914 "R" Street  
Omaha, NE 68107

**Invoice**

Date	Invoice #
6/30/2013	13-13-26

Bill To
SID #225 Giles Ridge c/o E&A Consulting Group, Inc. 330 N 117th St Omaha, NE 68154

Description	Qty	Rate	Amount
MOWING OF PARKS AND RIGHT OF WAY	9	75.00	675.00
FURNISH AND APPLY FERTILIZER	2.5	50.00	125.00
FURNISH AND APPLY PRE-EMERGENT HERBICIDE	2.5	25.00	62.50
TRASH PICKUP - winter	4	35.00	140.00
TRIMMING	2	55.00	110.00
Dates of service: 4-30-13 to 6-30-13			
<b>Balance Due</b>			<b>\$1,112.50</b>

Phone #	Fax #
402-734-6156	402-884-3269

Approved by E & A Consulting Group, Inc.

Date: 7/11/13

Initials: AC

SID No. 225

Project No. 2001.051.001



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

**RECEIVED**  
 MAR 25 2013  
 BY: \_\_\_\_\_

# Invoice

Date                      Invoice #  
 3/22/2013                      9836

**Bill To**

SID 225 Sarpy County  
 c/o E & A Consulting Group  
 330 N. 117th Street  
 Omaha, NE 68154-2509  
 Attn: Patrick Pierce

P.O. No.                      Terms                      Project  
    Net 30                      SID 225 Sarpy Cou...

Quantity	Description	Rate	Amount
	Reference: Giles Ridge - E & A Job No. 2001.051 Location: Sarpy County, Nebraska		
	3-12-13 Clean sewer lines as directed		
6.5	CAMEL (per hour)	225.00	1,462.50

Approved by E & A Consulting Group, Inc.  
 Date: 5/7/13  
 Initials: RPV  
 SID No. 225  
 Project No. 2001.051.000

**Subtotal**                      \$1,462.50  
**Sales Tax (0.0%)**                      \$0.00  
**Total**                      \$1,462.50

## AGENDA

Sanitary and Improvement District No. 225 of Sarpy County, Nebraska; Meeting to be held on March 27, 2013.

1. Present Open Meeting Laws.
2. Discussion Re: City of Gretna letters
3. Present voided warrants.
4. Present letter from First National Capital Markets, Inc.
5. Present First National Capital Market's, Inc., Agreement; vote on and approve same.
6. Present statements, vote on and approve payment from the General Fund Account of the District for the following:

a) Omaha Public Power District for electrical services (#9264413870).	\$4,432.35
b) Dolphens Design & Sign for partial payment for sign replacement.	7,434.68
c) E&A Consulting Group, Inc., for engineering services (#120504, 120725, 121147).	2,823.06
d) Broomers, Inc., for street sweeping (#585).	480.00
e) Bankers Trust for paying agent fees (#9267, 9338, 9380, 9381, 9406).	2,250.00
f) Kuehl Capital Corporation for Financial Advisor/ Fiscal Agent Services (#1056).	4,339.96
g) Navarro Lawn & Landscape, Inc., for maintenance (#13-13-26).	1,112.50
h) USG for sewer cleaning (#9836).	1,462.50
i) Kuehl Capital Corporation for the placement of General Fund warrants issued at this meeting (2.5%).	293.36
j) First National Capital Market for the placement of General Fund warrants issued at this meeting (2%).	486.70