

T. Schwann
Sarpy County

CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of **Sanitary and Improvement District Number 261 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.

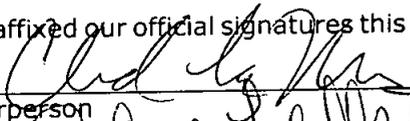
3. All of the subjects addressed at the Meeting were contained in the agenda for the Meeting, which agenda was kept continually current and readily available for public inspection at the address listed in the meeting notice for the Meeting and a copy of which is attached to this Certificate; such subjects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

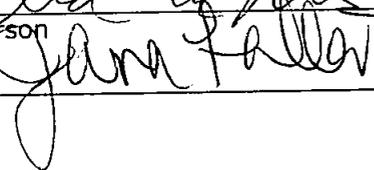
4. A current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during the Meeting in the room in which such Meeting was held and all in attendance at the Meeting were informed that such copy of the Nebraska Open Meetings Act was available for review 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 24th day of July, 2012


Chairperson


Clerk

**MEETING MINUTES
SANITARY AND IMPROVEMENT DISTRICT NO. 261
OF SARPY COUNTY, NEBRASKA**

The meeting of the Board of Trustees of Sanitary and Improvement District No. 261 of Sarpy County, Nebraska was convened in open and public session at 9 a.m. on July 24, 2012, at 14924 "A" Circle, Omaha, Nebraska.

Present at the meeting were Trustees Chad LaMontagne, Jana M. Faller, and Barbara Udes Shaw. Absent were Jeff Perdue and Chad Bodner. Also present was John H. Fullenkamp, attorney for the District.

Notice of the meeting was given in advance thereof by publication in The Bellevue Leader on July 18, 2012, a copy of the Proof of Publication being attached to these minutes. Notice of the meeting was simultaneously given to all members of the Board of Trustees and a copy of their Acknowledgment of Receipt of Notice is attached to these minutes. Availability of the agenda was communicated in the published notice and in the notice to the Trustees of this meeting. All proceedings of the Board were taken while the convened meeting was open to the attendance of the public.

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

The Clerk publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy in the room where the meeting was being held.

The Chairman next presented for the Board's review and approval, the Paying Agent and Registrar Agreement of Bankers Trust Company, wherein Bankers Trust Company will provide paying agent and registrar for warrants issued from the General and Construction Fund Accounts of the District. Following discussion, a motion was duly made, seconded and unanimously adopted authorizing the Chairman and Clerk 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 Construction Fund:

| | |
|--|-----------|
| a) Bankers Trust Company for paying agent fees (#3862, 4735). | \$ 750.00 |
|--|-----------|

The Chairman then advised that Kuehl Capital Corporation will place \$750.00 in warrants at this time, payable from the Construction Fund Account of the District, and that

the charge for the placement of said warrants, in accordance with the Financing Commitment heretofore entered into between said fiscal agent and the District is five percent or \$37.50.

The Clerk then presented the following statements for payment from the General Fund:

| | |
|--|-----------|
| a) E & A Consulting Group for engineering services (#117935, 117936). | 11,363.08 |
| b) Chastain-Otis, Inc. for insurance. | 6,501.00 |
| c) Bankers Trust Company for paying agent fees for General Fund warrants (#3863). | 500.00 |
| d) Montemarano Landscapes, Inc. for maintenance (#21693). | 5,031.00 |
| e) Linear Lawn & Landscaping for park maintenance (#1051). | 1,650.00 |
| f) Commercial Seeding Contractors for erosion control maintenance (#11738). | 416.98 |
| g) Hayes Environmental L.L.C. for environmental services (#212-5512-1). | 1,200.00 |
| h) Thiele Geotech, Inc. for testing (#43301). | 2,324.50 |
| i) Beaver Excavation, Inc. for removal of Sediment Basins 4 & 6 (#059, 060, 061-2012). | 33,653.00 |

The Chairman then advised that Kuehl Capital Corporation will place \$62,639.56 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 five percent or \$3,131.98.

Then, a motion was duly made, seconded and the following resolutions unanimously adopted:

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 261 of Sarpy County, Nebraska that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Warrant Nos. 2356 through 2394, inclusive, of the District, to be 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, Warrant Nos. 2366 and 2367 to be payable from the Construction Fund Account of the District (interest to be payable on June 1 of each year) and to be redeemed no later than five years from the date hereof, being July 24, 2017, 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, and Warrant Nos. 2368 through 2394, inclusive, to be payable from the

General Fund Account of the District and to be redeemed no later than three years from the date hereof, being July 24, 2015, to-wit:

- a) Warrant No. 2366 for \$750.00 payable to Bankers Trust Company for paying agent fees.
- b) Warrant No. 2367 for \$37.50 payable to Kuehl Capital Corporation for the placement of Construction Fund warrants issued at this meeting.
- c) Warrant Nos. 2368, 2369 and 2370 each for \$3,000.00 and Warrant No. 2371 for \$2,363.08 all payable to E & A Consulting Group for engineering services.
- d) Warrant Nos. 2372 and 2373 each for \$3,000.00 and Warrant No. 2374 for \$501.00 all payable to Chastain-Otis, Inc. for insurance premiums.
- e) Warrant No. 2375 for \$500.00 payable to Bankers Trust Company for paying agent fees for General Fund warrants.
- f) Warrant No. 2376 for \$3,000.00 and Warrant No. 2377 for \$2,031.00 both payable to Montemarano Landscapes, Inc. for maintenance.
- g) Warrant No. 2378 for \$1,650.00 payable to Linear Lawn & Landscaping for maintenance.
- h) Warrant No. 2379 for \$416.98 payable to Commercial Seeding Contractors for erosion control maintenance.
- i) Warrant No. 2380 for \$1,200.00 payable to Hayes Environmental L.L.C. for environmental monitoring services.
- j) Warrant No. 2381 for \$2,324.50 payable to Thiele Geotech, Inc. for testing.
- k) Warrant Nos. 2382 through 2392, inclusive, each for \$3,000.00 and Warrant No. 2393 for \$653.00 all payable to Beaver Excavation, Inc. for removing sediment basins.
- l) Warrant No. 2394 for \$3,131.98 payable to Kuehl Capital Corporation for the placement of General Fund warrants issued at this meeting.

FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 261 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. 261 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. 261 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)

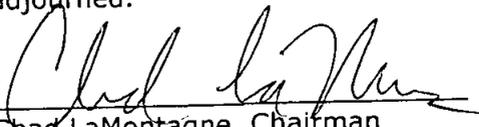
10% of the net principal proceeds of the above Warrants, (b) the maximum annual debt service due on the above Warrants, or (c) 125% of average annual debt service due on the above Warrants will be expended for payment of principal of and interest on the above Warrants within 13 months after receipt of 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.

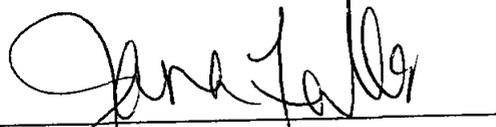
2. To the best of their knowledge, information and belief, the above exceptions are reasonable.

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.

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


Chad LaMontagne, Chairman


Jana M. Faller, Clerk

ACKNOWLEDGMENT OF RECEIPT OF
NOTICE OF MEETING

The undersigned Trustees of Sanitary and Improvement District No. 261 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 a.m. on July 24, 2012 at 14924 "A" Circle, Omaha, Nebraska.

DATED: July 24, 2012



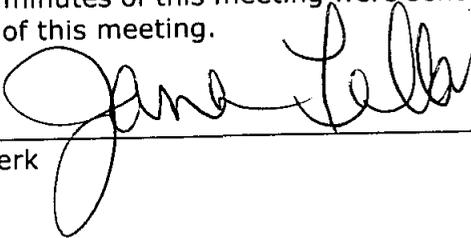




CERTIFICATE

The undersigned being Clerk of Sanitary and Improvement District No. 261 of Sarpy County, Nebraska hereby certifies that Notice of a Meeting of the Board of Trustees of said District held on July 24, 2012 was given 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 18, 2012 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

**PAYING AGENT AND REGISTRAR AGREEMENT
FOR WARRANTS**

THIS PAYING AGENT AND REGISTRAR AGREEMENT FOR WARRANTS (this "Agreement") made and entered into the _____ day of _____, 2012 by and between **SANITARY AND IMPROVEMENT DISTRICT NO. 261 OF SARPY COUNTY, NEBRASKA** (the "District") and **BANKERS TRUST COMPANY ("BTC")**, as Paying Agent and Registrar (the "Registrar").

WITNESSETH:

WHEREAS, the District, from time to time, will issue warrants (the "Warrants"), which will accrue interest until they are called for redemption, drawn on: the Construction Fund of the District which will all mature within five years from the date of issuance, unless extended in accordance with applicable law, and/or the General Fund of the District which will all mature within three years from the date of issuance, but may continue accruing interest beyond maturity without being extended, and requires the services of a paying agent and registrar for said warrants; and

WHEREAS, the Registrar is willing to provide services as paying agent and registrar pursuant to the terms of this Agreement in consideration of the compensation described in this Agreement;

NOW, THEREFORE, the District and the Registrar do hereby agree as follows:

Section 1. The District hereby designates the Registrar as the registrar and paying agent for all of the warrants, and determines that this Agreement shall replace and supersede any prior such paying agent and registrar agreement to which it is party, which agreement or agreements if any, have been duly cancelled or terminated.

Section 2. The Registrar hereby accepts the designation as such registrar and paying agent with such duties as are provided for herein.

Section 3. The District agrees that it shall deliver all warrants to the Registrar in such a manner, in such a form and bearing such signatures as the Registrar shall reasonably require.

Section 4. The District and the Registrar agree that the Registrar shall maintain such books and records as are deemed reasonably necessary by the Registrar to record the ownership of the warrants and to record any payments of principal of or interest on the warrants and that the Registrar shall have no duty to and shall not be required to invest any funds delivered or transferred to the Registrar under and in accordance with this Agreement.

Section 5. The District and the Registrar may treat the person in whose name any warrant is registered on the books and records of the Registrar as the absolute owner of such warrant for the purpose of making payment thereof and for all other purposes and neither the District nor the Registrar shall be bound by any notice or knowledge to the contrary, whether such warrant shall be overdue or not. All payments of or on account of interest to any registered owner of any warrant and all payments of or on account of principal to the registered owner of any warrant shall be valid and effectual and shall be a discharge of the District and the Registrar, in respect to the liability upon the warrant or claim for interest, as the case may be, to the extent of the sum or sums paid. Any warrant may be

transferred at the principal office of the Registrar by surrender of such warrant for transfer, accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner of record in person or by his duly authorized agent, and thereupon the Registrar will authenticate and deliver at the office of the Registrar (or send by certified mail to the owner thereof), in the name of the transferee or transferees, the registered warrant with the same interest rate, principal amount and maturity, dated so there shall result no gain or loss of interest as a result of such transfer.

As a condition of any registration or transfer, the Registrar may at its option require the payment of a sum sufficient to reimburse it or the District for any tax or other governmental charge that may be imposed thereon, but no fee shall be charged for any such registration or transfer.

The Registrar shall not be required (a) to transfer or register warrants (i) from the fifteenth day of the month next preceding any interest payment date that falls on the first day of a month or (ii) from the first day of the month in which occurs an interest payment date that falls on the fifteenth day of such month, until such interest payment date, (b) to register or transfer any warrants for a period of 15 days next preceding any selection of warrants for payment or for a period of 15 days thereafter or (c) to register or transfer any warrants which have been designated for payment within a period of 30 days next preceding the date fixed for payment.

Section 6. Transfer of the warrants shall be registered, pursuant to the limitations, prescribed in Section 5, upon surrender to the Registrar of any outstanding warrant accompanied by an assignment for transfer in such manner and form as the Registrar may require and by such assurances as the Registrar shall deem necessary or appropriate to evidence the genuineness and effectiveness of each necessary signature and, if deemed appropriate by the Registrar, satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. In registering transfer of the warrants, the Registrar may rely upon the Uniform Commercial Code or any other statutes which in the opinion of counsel protect the Registrar and the District in not requiring complete documentation, in registering warrants without inquiry into adverse claims, in delaying registration for purposes of such inquiry, or in refusing registration where in Registrar's judgment and adverse claim, requires such refusal.

Section 7. The Registrar shall, as Paying Agent for the District, pay the principal of and interest on the warrants of the District, but only to the extent that the District and only when the District shall have delivered or transferred to the Registrar sufficient sums for the payment of said principal or interest. The District agrees and hereby directs that the County Treasurer of the above referred-to County in Nebraska, as ex officio treasurer of the District, is hereby authorized and directed to pay, from time to time, to the Registrar from funds of the District, such amount of money as the Registrar shall certify in writing to said County Treasurer as shall be needed for payment of principal or interest on the warrants of the District, such Certificate of the Registrar to show the amounts needed for payment of principal or interest on warrants drawn on the General Fund or warrants drawn on the Construction Fund, the date on which such amount is due and the date when such transfer shall be made by the County Treasurer to the Registrar, such certification to be made by the Registrar to the County Treasurer for each transfer of funds requested by the Registrar. It is further agreed by the District, that this Agreement shall constitute a continuing authorization by the District for the County Treasurer to make transfers to the Registrar as provided above.

Section 8. As provided by law, the records of ownership maintained by the Registrar shall not be deemed public records and shall be available for inspection solely pursuant to a court order or a subpoena of any governmental agency having jurisdiction to issue such subpoena.

Section 9. At any time the Registrar may apply to the District for instructions and may consult with the District's attorney or the Registrar's own counsel in respect to any matter arising in connection with its duties under this Agreement and the Registrar shall not be liable or accountable for any action taken or omitted by it in good faith in accordance with such instructions or with the opinion of such counsel. The Registrar may rely on any paper or document reasonably believed by it to be genuine and to have been signed by the proper person or persons.

Section 10. The Registrar shall receive compensation for its services in accordance with this agreement with the District, and in addition shall receive reimbursement for any expenses reasonably incurred by the Registrar in connection with the performance of its duties hereunder, including counsel fees.

Section 11. If otherwise qualified under the laws of the State of Nebraska, any corporation or association into which the Registrar may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall, ipso facto, be and become successor Registrar hereunder and vested with all of the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 12. The District shall have the right to remove the Registrar only in the event of a material breach of the Registrar's duties under this Agreement upon 60 days' notice in writing to the Registrar and the District. In the event of such removal, the District shall have the right to designate a successor and the Registrar hereby agrees that it shall turn over all of its books and records with respect to the warrants to any such successor upon written request by the District.

Section 13. This Agreement shall automatically terminate if the District is annexed, or when all outstanding warrants have been paid in full and the District remains on a cash basis. Alternatively, the Registrar may resign as the paying agent and registrar for the warrants and terminate this Agreement by written notice delivered to the District at least 60 days prior to the resignation and termination date. The Registrar agrees in such event that it shall turn over all of its books and records with respect to the warrants to any successor upon written request by the District. The Registrar shall have no duties with respect to the investment of moneys under this Agreement otherwise agreed between the Registrar and the District.

Section 14. If any one or more of the covenants or agreements to be performed by either of the parties to this Agreement shall be determined by a court of competent jurisdiction to be unenforceable, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements contained herein and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 15. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 16. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have each caused this Paying Agent and Registrar Agreement for Warrants to be executed by their duly authorized officers and attested as of the date first above written.

SANITARY AND IMPROVEMENT DISTRICT
NO. 261 OF SARPY COUNTY, NEBRASKA

(SEAL)

By: _____
Chairman

Attest:

Clerk

BANKERS TRUST COMPANY
Paying Agent and Registrar

By: _____
Authorized Officer



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

Invoice

SARPY 261 CONSTRUCTION
 FULLENKAMP, DOYLE & JOBEUN
 ATTN: DEBBIE LEACH
 11440 WEST CENTER ROAD
 OMAHA NE 68144-4421

Invoice No: 3862
 Invoice Date: 06/01/12

| 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 |
| 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 261 CONSTRUCTION
 FULLENKAMP, DOYLE & JOBEUN
 ATTN: DEBBIE LEACH
 11440 WEST CENTER ROAD
 OMAHA NE 68144-4421

Invoice #: 3862
 Invoice Date: 06/01/12
 Bill Code: 0184000453

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 SID #261 GO BD 11 DTD 3/15/11
FULLENKAMP, DOYLE & JOBEUN
ATTN: JOHN FULLENKAMP
11440 WEST CENTER ROAD, SUITE C
OMAHA NE 68144-4482

Invoice No: 4735
Invoice Date: 06/01/12

| CATEGORY | QUANTITY | RATE | AMOUNT |
|----------------------------|----------|--------|-----------------|
| BALANCE CARRIED FORWARD: | | | \$0.00 |
| PREVIOUS AMOUNT BILLED: | | \$0.00 | |
| AMOUNT RECEIVED: | | \$0.00 | |
| FLAT FEE DISCLOSURE FEE | | | \$250.00 |
| TOTAL DUE | | | \$250.00 |

| 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 SID #261 GO BD 11 DTD 3/15/11
FULLENKAMP, DOYLE & JOBEUN
ATTN: JOHN FULLENKAMP
11440 WEST CENTER ROAD, SUITE C
OMAHA NE 68144-4482

Invoice #: 4735
Invoice Date: 06/01/12
Bill Code: 0185379880

Total Due: 250.00

Remit to:

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

Amount Enclosed:



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

Sarpy County SID #261
c/o Mr. John Fullenkamp, Attorney
11440 West Center Road
Omaha, NE 68144

June 18, 2012
Project No: P2008.207.000
Invoice No: 117935

Project P2008.207.000 Bellbrook - District Maintentace

Professional Services from May 07, 2012 to June 03, 2012

Phase 112 District Maintenance for 2012

Task 010 As-Builts

Professional Personnel

| | Hours | Rate | Amount | |
|--------------------|-------|-------|--------|------------------------|
| Eng. Technician II | 2.50 | 57.00 | 142.50 | |
| Totals | 2.50 | | 142.50 | |
| Total Labor | | | | 142.50 |
| | | | | Total this Task |
| | | | | \$142.50 |

Task 135 Digger's Hotline

Professional Personnel

| | Hours | Rate | Amount | |
|----------------------|-------|-------|--------|------------------------|
| Eng. Technician IV | 3.75 | 78.00 | 292.50 | |
| Const. Admin Tech I | 1.00 | 52.00 | 52.00 | |
| Const. Admin Tech II | .75 | 64.00 | 48.00 | |
| Totals | 5.50 | | 392.50 | |
| Total Labor | | | | 392.50 |
| | | | | Total this Task |
| | | | | \$392.50 |

Task 440 Repairs/Maintenance

Professional Personnel

| | Hours | Rate | Amount | |
|-----------------------------|-------|--------|--------|------------------------|
| Principal | 1.00 | 160.00 | 160.00 | |
| Administrative Assistant II | .65 | 59.00 | 38.35 | |
| Const. Admin Tech II | .25 | 64.00 | 16.00 | |
| Const. Depart. Manager III | 3.00 | 113.00 | 339.00 | |
| Totals | 4.90 | | 553.35 | |
| Total Labor | | | | 553.35 |
| | | | | Total this Task |
| | | | | \$553.35 |

Task 532 Street Repairs

Professional Personnel

| | Hours | Rate | Amount | |
|----------------------|-------|-------|--------|---------------|
| Const. Admin Tech II | 4.00 | 64.00 | 256.00 | |
| Totals | 4.00 | | 256.00 | |
| Total Labor | | | | 256.00 |

| | |
|------------------------|-----------------|
| Total this Task | \$256.00 |
|------------------------|-----------------|

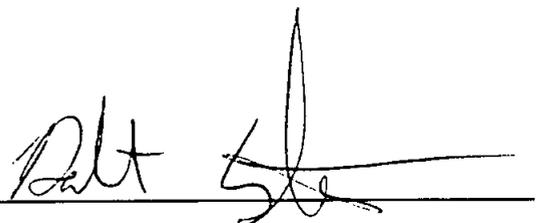
| | | | |
|---------------------|--------------------|-------------------------|-------------------|
| Task | 999 | Expenses | |
| Unit Billing | | | |
| Mileage | | | 106.01 |
| | Total Units | | 106.01 |
| | | Total this Task | \$106.01 |
| | | Total this Phase | \$1,450.36 |

| | | |
|-------|-----|--|
| Phase | 212 | Erosion & Sediment Control Inspecting/Reporting for 2012 |
|-------|-----|--|

| | | | |
|--------------------------------|--------------|------------------------|-------------------|
| Task | 196 | Erosion Control | |
| Professional Personnel | | | |
| | Hours | Rate | Amount |
| Survey Party | 7.50 | 128.00 | 960.00 |
| Erosion Control Specialist I | 4.75 | 64.00 | 304.00 |
| Erosion Control Dept. Mgr. III | .75 | 110.00 | 82.50 |
| Totals | 13.00 | | 1,346.50 |
| Total Labor | | | 1,346.50 |
| | | Total this Task | \$1,346.50 |

| | | | |
|-------------------------------|--------------|------------------------|-------------------|
| Task | 515 | Basin Closure | |
| Professional Personnel | | | |
| | Hours | Rate | Amount |
| Survey Tech. I | 3.50 | 52.00 | 182.00 |
| Const. Depart. Manager III | 7.50 | 113.00 | 847.50 |
| Totals | 11.00 | | 1,029.50 |
| Total Labor | | | 1,029.50 |
| | | Total this Task | \$1,029.50 |

| | | | |
|---------------------|--------------------|---------------------------|-------------------|
| Task | 999 | Expenses | |
| Unit Billing | | | |
| Mileage | | | 19.70 |
| | Total Units | | 19.70 |
| | | Total this Task | \$19.70 |
| | | Total this Phase | \$2,395.70 |
| | | Total this Invoice | \$3,846.06 |

Approved: 

Robert Czerwinski

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

Sarpy County SID #261
c/o Mr. John Fullenkamp, Attorney
11440 West Center Road
Omaha, NE 68144

June 18, 2012
Project No: P2008.207.001
Invoice No: 117936

Project P2008.207.001 261 - Bellbrook

Professional Services from May 07, 2012 to June 03, 2012

| | | |
|-------|-----|--|
| Phase | 112 | Sediment Basin Removal - Design for 2012 |
| Task | 515 | Sediment Basin Removal |

Professional Personnel

| | Hours | Rate | Amount | |
|---------------------------------------|-------|--------|----------|------------------------------------|
| Administrative Assistant II | .50 | 59.00 | 29.50 | |
| Industrial Storm Water Specialist III | 23.25 | 110.00 | 2,557.50 | |
| Totals | 23.75 | | 2,587.00 | |
| Total Labor | | | | 2,587.00 |
| | | | | Total this Task \$2,587.00 |
| | | | | Total this Phase \$2,587.00 |

| | | |
|-------|-----|---|
| Phase | 212 | Sediment Basin Removal - Observation for 2012 |
| Task | 515 | Sediment Basin Removal |

Professional Personnel

| | Hours | Rate | Amount | |
|------------------------------|-------|-------|----------|-----------------------------------|
| Administrative Assistant II | .55 | 59.00 | 32.45 | |
| Erosion Control Specialist I | 69.00 | 64.00 | 4,416.00 | |
| Totals | 69.55 | | 4,448.45 | |
| Total Labor | | | | 4,448.45 |
| | | | | Total this Task \$4,448.45 |

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

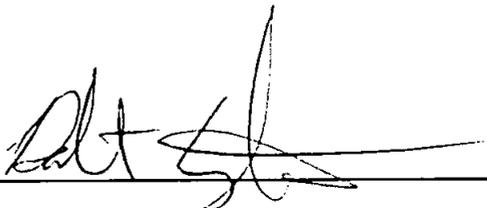
Unit Billing

| | | | |
|--------------------|--|---------------|---------------------------------|
| Mileage | | 481.57 | |
| Total Units | | 481.57 | 481.57 |
| | | | Total this Task \$481.57 |

Total this Phase \$4,930.02

Total this Invoice \$7,517.02

Approved:



Robert Czerwinski

Chastain-Otis

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

| | | |
|---|-----------|------------------|
| INVOICE # 23249 | | Page 1 |
| ACCOUNT NO. SID26-1 | CSR SC | DATE 07/02/12 |
| PRODUCER David R. Chastain, CLU,CPCU | | |

SID #261

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

| Item # | Due Date | Trm | Type | Policy # | Description | Amount |
|------------------|----------|-----|------|------------|---------------------------|-------------|
| 476066 | 07/02/12 | REN | BOND | 406883 | Policy renewal clerk bond | \$ 70.00 |
| 476067 | 07/15/12 | REN | WC-S | WCPNEG0306 | Policy renewal work comp | \$ 306.00 |
| 476068 | 07/15/12 | REN | UM-S | CUPNEG0306 | Policy renewal Umbrella | \$ 2,100.00 |
| 476069 | 07/15/12 | REN | GL-S | CMPNEG0306 | Policy renewal Liability | \$ 2,393.00 |
| 476070 | 07/15/12 | REN | PROP | CMPNEG0306 | Policy renewal Property | \$ 1,632.00 |
| Invoice Balance: | | | | | | \$ 6,501.00 |

****INVOICE** #21693**
 06/01/2012 - 06/30/2012

MONTEMARANO LANDSCAPES INC.
 21415 Fairview Road
 Gretna, NE 68028

TEL: 402-332-3641

Page No.: 1
Total Due: \$5031.00

Sid. # 261 Bellbrook C/O E & A Group
 330 N 117th St
 Omaha, NE 68154
 Attn: Bob Czerwinski
 Re: BELLBROOK S.I.D # 261

Ant. Remitted: \$ _____

Cut off and return this top portion with the full payment. Thank you.

| Service | Date | Qty | Price Per | Amount |
|-------------------------------|------------|--------|-----------|-----------|
| LAWN MAINTENANCE (MOW & TRIM) | 06/01/2012 | 1.000 | 500.00 | 500.00 |
| TRASH PICK UP | 06/01/2012 | 1.000 | 30.00 | 30.00 |
| PRE EMERGE LAWN (AC) | 06/01/2012 | 20.000 | 60.00 | 1200.00 |
| LAWN MAINTENANCE (MOW & TRIM) | 06/08/2012 | 1.000 | 500.00 | 500.00 |
| TRASH PICK UP | 06/08/2012 | 1.000 | 30.00 | 30.00 |
| TRIMMING | 06/08/2012 | 1.000 | 200.00 | 200.00 |
| -PAYMENT-WRRT. # 2358 | 06/15/2012 | 1.000 | -10409.98 | -10409.98 |
| TRASH PICK UP | 06/15/2012 | 1.000 | 30.00 | 30.00 |
| LAWN MAINTENANCE (MOW & TRIM) | 06/15/2012 | 1.000 | 500.00 | 500.00 |
| TRASH PICK UP | 06/22/2012 | 1.000 | 30.00 | 30.00 |
| LAWN MAINTENANCE (MOW & TRIM) | 06/22/2012 | 1.000 | 500.00 | 500.00 |
| TRIMMING | 06/22/2012 | 1.000 | 200.00 | 200.00 |
| TRASH PICK UP | 06/29/2012 | 1.000 | 30.00 | 30.00 |
| LAWN MAINTENANCE (MOW & TRIM) | 06/29/2012 | 1.000 | 500.00 | 500.00 |
| OUTLOT C MAINTENANCE | 06/30/2012 | 1.000 | 781.00 | 781.00 |

Approved by E & A Consulting Group, Inc.
 Date: 7/6/12
 Initials: RC
 SID No. 261
 Project No. 2008-207.000

RECEIVED
 JUL 02 2012
 BY: _____

| | |
|------------------------------------|--------------|
| Total Current Charges | \$ 5031.00 |
| Sales Tax on Current Charges | \$ 0.00 |
| Prior Balance | \$ 10409.98 |
| Total Credit | \$ -10409.98 |

TOTAL DUE ==>>> \$ 5031.00

MONTEMARANO LANDSCAPES INC.
It's been our pleasure serving you!

LINEAR

LAWN & LANDSCAPING

| | |
|----------|----------|
| Date: | 06/23/12 |
| Invoice: | #1051 |

Address: 13465 Camden Ave Omaha, NE 68164
Phone: (402) 315-9457
E-Mail: admin@LinearLandscaping.com
Website: www.LinearLandscaping.com

BILL TO:

SID# 261 Bellbrook
C/O E&A Consulting Group
330 N. 117th St.
Omaha, NE 68154

| DESCRIPTION | RATE | QTY | AMOUNT |
|--|---------|------|------------|
| Fix Storm Sewer Pipe in ROW Reset FES and grade to drain Grading to Area Inlet to be completed by Others. | 1650.00 | 1.00 | 1650.00 |
| Approved by E & A Consulting Group, Inc. Date: <u>7/6/12</u> Initials: <u>RTU</u> SID No. <u>361</u> Project No. <u>2008.207.000</u> | | | |
| Subtotal | | | \$1,650.00 |
| State Tax | | | |
| Balance Due | | | \$1,650.00 |

**COMMERCIAL SEEDING
CONTRACTORS**

P.O. Box 687
ELKHORN, NE 68022-0687

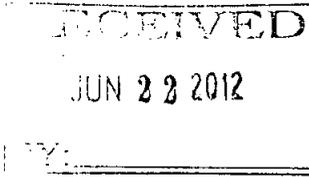
Tel (402) 573-0081
Fax (402) 573-0082

BILL TO: *ZKJ*

SID 261, Bellbrooke (ZJ)
c/o E&A Consulting Group
330 North 117th Street
Omaha, NE 68154

INVOICE

DATE: 6/20/2012
INVOICE #: 11738



| P.O. NUMBER | TERMS | PROJECT |
|-------------|-------|--------------------|
| | | SID 261, Bellbrook |

| QUANTITY | DESCRIPTION | RATE | AMOUNT |
|----------|--|--------------|-----------------|
| 126 | New Silt Fence (LF) installed as needed as shown on plans - <u>basin closure areas</u> | 1.95 | 245.70T |
| 4 | Laborers (Hours) to repair existing silt fence on site | 30.00 | 120.00T |
| 1 | Materials used in silt fence repairs | 24.00 | 24.00T |
| | Sales Tax | 7.00% | 27.28 |
| | | TOTAL | \$416.98 |

Approved by E & A Consulting Group, Inc.
 Date: 7/6/12
 Initials: RPC
 SID No. 261
 Project No. 2008-207,000



HAYES Environmental L.L.C.

Consulting Environmentalists

RECEIVED
JUN 13 2012
BY: _____

INVOICE

Invoice No.: 212-5512-1
Project No.: 55-012-05

Invoice Date: 11 June 2012
Billing Period: thru December 2010

Client: Mr. Jeff Elliott
E&A Consulting
330 North 117th Street
Omaha NE 68154

Project: Bellbrook, 2008-02666-WEH, SID #261

Professional environmental services for 2010:

Requested monitoring of current site conditions by USACE. In concert with Bob Dean, coordination and submittals to John Snowden, USACE. On site investigation with Snowden, 27 May 2010. Approval by Snowden 20 Dec 2010.

Total Amount Due

\$1200.00

Please remit to

HAYES Environmental LLC
Attn: Barbi Hayes
2812 North Main
Elkhorn NE 68022-3349

Thank you.

Approved by E & A Consulting Group, Inc.
Date: 7/13/12
Initials: RTC
SID No. 261
Project No. 2008-207-000



E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES

330 NORTH 117TH STREET
OMAHA, NE 68154-2509

www.eacg.com

PHONE: (402) 895-4700
FAX: (402) 895-3599

June 12, 2012

Board of Trustees
Sanitary and Improvement District No. 261
% John Fullenkamp, Attorney
11440 W. Center Road
Omaha, NE 68144

RE: TESTING – BELL BROOK PHASE IV
Silt Basin #4 & 6 Removal
E & A #P2008.207.000-TESTING

Dear Boardmembers:

Enclosed is invoice #43301 from Thiele Geotech, Inc. in the total amount of \$2,324.50, which we recommend for payment. This invoice includes compaction testing for the silt basin removal of the referenced subdivision.

If you have any questions relative to the above, please contact us.

E & A CONSULTING GROUP, INC.

A handwritten signature in black ink, appearing to read 'Randall L. Pierce', with a long horizontal line extending to the right.

Randall L. Pierce, P.E.

RLP/mc

cc: Thiele Geotech, Inc.



13478 Chandler Road
 Omaha, Nebraska 68138-3716
 402/556-2171 Fax 402/556-7831
 FTIN 47-0794664

INVOICE

Project No: 01.12271.00
PM: Matlock, Robert
Dept: Materials

Invoice #: 43301
Date: 05/25/2012
Page: 1 of 2

Bill to:
 E & A Consulting Group, Inc.
 Randy Pierce
 330 North 117th Street
 Omaha, NE. 68154-2509

Project:
 SID 261, Bellbrook, Lots 331-335
 Basins 4 & 6 Removal
 Gertrude Street & Bellbrook Boulevard Omaha, NE

RECEIVED
MAY 31 2012
 BY: _____

| Date | Quant | Code | Description | Sample | Rate | Amount |
|------------|-------|------|------------------------------|---------|----------|----------|
| 05/09/2012 | 1.50 | P-5 | Senior Engineer (/hr.) | O-715 ✓ | \$143.00 | \$214.50 |
| 05/12/2012 | 6.00 | F-1 | Compaction Test (ea.) | S-505 ✓ | \$30.00 | \$180.00 |
| | 3.00 | T-1 | Trip Charge - Zone 1 (/trip) | S-505 ✓ | \$50.00 | \$150.00 |
| 05/14/2012 | 2.00 | F-1 | Compaction Test (ea.) | S-519 ✓ | \$30.00 | \$60.00 |
| | 1.00 | T-1 | Trip Charge - Zone 1 (/trip) | S-519 ✓ | \$50.00 | \$50.00 |
| 05/15/2012 | 5.00 | F-1 | Compaction Test (ea.) | S-529 ✓ | \$30.00 | \$150.00 |
| | 1.00 | T-1 | Trip Charge - Zone 1 (/trip) | S-529 ✓ | \$50.00 | \$50.00 |
| 05/16/2012 | 3.00 | F-1 | Compaction Test (ea.) | S-538 ✓ | \$30.00 | \$90.00 |
| | 2.00 | T-1 | Trip Charge - Zone 1 (/trip) | S-538 ✓ | \$50.00 | \$100.00 |
| | 2.00 | F-1 | Compaction Test (ea.) | S-542 ✓ | \$30.00 | \$60.00 |
| | 1.00 | T-1 | Trip Charge - Zone 1 (/trip) | S-542 ✓ | \$50.00 | \$50.00 |
| 05/17/2012 | 5.00 | F-1 | Compaction Test (ea.) | S-553 ✓ | \$30.00 | \$150.00 |
| | 3.00 | T-1 | Trip Charge - Zone 1 (/trip) | S-553 ✓ | \$50.00 | \$150.00 |
| 05/18/2012 | 9.00 | F-1 | Compaction Test (ea.) | S-565 ✓ | \$30.00 | \$270.00 |
| | 4.00 | T-1 | Trip Charge - Zone 1 (/trip) | S-565 ✓ | \$50.00 | \$200.00 |
| 05/21/2012 | 2.00 | F-1 | Compaction Test (ea.) | S-575 ✓ | \$30.00 | \$60.00 |
| | 1.00 | T-1 | Trip Charge - Zone 1 (/trip) | S-575 ✓ | \$50.00 | \$50.00 |
| 05/23/2012 | 8.00 | F-1 | Compaction Test (ea.) | S-605 ✓ | \$30.00 | \$240.00 |
| | 1.00 | T-1 | Trip Charge - Zone 1 (/trip) | S-605 ✓ | \$50.00 | \$50.00 |

Invoice Total: \$2,324.50

PAST DUE BALANCES SUBJECT TO 1.25% SERVICE CHARGE PER MONTH
 PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT



13478 Chandler Road
Omaha, Nebraska 68138-3716
402/556-2171 Fax 402/556-7831
FTIN 47-0794664

INVOICE

Project No: 01.12271.00
PM: Matlock, Robert
Dept: Materials

Invoice #: 43301
Date: 05/25/2012
Page: 2 of 2

Payment of this invoice constitutes the client's acceptance of the following terms and conditions for the above services and future services provided under this verbal agreement:

- 1) ACCESS TO SITES, PERMITS, AND APPROVALS: Unless otherwise agreed, it is the client's responsibility to provide site access and all necessary permits, approvals, licenses, and consents necessary to the performance of the services hereunder. While TG will take reasonable precautions to minimize damage to the property, it is understood by the client that, in the normal course of work, some damage may occur, the restoration of which is not included in our fee for service.
- 2) OWNERSHIP OF DOCUMENTS: All reports, boring logs, data, notes, calculations, estimates, and other documents prepared by TG as instruments of service shall remain the property of TG.
- 3) SAMPLE DISPOSAL: Unless otherwise agreed, test samples will be discarded immediately upon completion of the test.
- 4) CONFIDENTIALITY: TG's technical and pricing information is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of TG.
- 5) STANDARD OF CARE: Services are conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No warranty, express or implied, is made or intended by furnishing oral or written reports of the findings made. The client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests, or explorations are made, and that the data, interpretations, and recommendations are based solely upon the data available. TG will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of this information.
- 6) LIMITATION OF LIABILITY: The client agrees to limit TG's liability to the client and all other parties claiming to have relied on TG's work provided through the client to \$50,000 or TG's total fee for services rendered on this project, whichever is greater. This limitation of liability is a business understanding between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action except for willful misconduct or gross negligence.

REMIT TO: THIELE GEOTECH, INC
13478 Chandler Road
Omaha, Nebraska 68138-3716
402/556-2171 Fax 402/556-7831

TERMS: DUE UPON RECEIPT
We Accept Visa / MasterCard

PAST DUE BALANCES SUBJECT TO 1.25% SERVICE CHARGE PER MONTH
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT



BEAVER EXCAVATION, Inc.

400 NORTH JACKSON STREET
PAPILLION, NEBRASKA 68046-3028
PHONE 402-339-1400
FAX 402-339-7670

RECEIVED
JUN 08 2012
BY: _____

INV. #059-2012

June 7, 2012

Attn: Zachary Jilek (ZKJ)
E & A Consulting Group, Inc.
330 No 117th Street
Omaha, NE 68154

RE: Bellbrook-Sediment Basin 4 & 6 Removals
Job Completed

SILT BASIN #4

| | | |
|--|------------------------------|------------|
| Item 1. Excavate, dry & Recompact Silt | 561 CY @ \$4.00 per CY | \$2,244.00 |
| Item 2. Remove Basin, on Site Exc | 23 CY @ \$3.00 per CY | \$ 69.00 |
| Item 3. Remove Basin | 2,464 CY @ \$4.00 per CY | \$9,856.00 |
| Item 4. Remove Riser & Pipe | 1 Ea @ \$500.00 | \$ 500.00 |
| Item 5. Remove & Replace Trail | 14.5 SY @ \$70.00 per SY | \$1,015.00 |
| Item 6. Seed Disturbed Areas | 0.6 AC @ \$500.00 per AC | \$ 300.00 |
| Item 7. Seed & Mat Areas | 0.02 AC @ \$12,000.00 per AC | \$ 240.00 |
| Item 8. Construct Silt Fence | 232 LF @ \$2.00 per LF | \$ 464.00 |

TOTAL FOR SILT BASIN #4

\$14,688.00

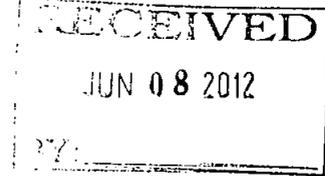
| | |
|--|---------------------|
| Approved by E & A Consulting Group, Inc. | |
| Date: | <u>7/6/12</u> |
| Initials: | <u>RJC</u> |
| SID No. | <u>261</u> |
| Project No. | <u>2008.207.000</u> |

THANK YOU FOR YOUR BUSINESS



BEAVER EXCAVATION, Inc.

400 NORTH JACKSON STREET
PAPILLION, NEBRASKA 68046-3028
PHONE 402-339-1400
FAX 402-339-7670



INV. #060-2012

June 7, 2012

Attn: Zachary Jilek (ZAJ)
E & A Consulting Group, Inc.
330 No 117th Street
Omaha, NE 68154

RE: Bellbrook-Sediment Basin 4 & 6 Removals
Job Completed

SILT BASIN #6

| | | |
|--------------------------------------|--------------------------------|--------------------|
| Item 1 Excavate, Dry & Compact Silt | 266 CY @ \$4.00 per CY | \$1,064.00 |
| Item 2 Remove Diversion Pipe | 80 LF @ \$6.00 per LF | \$ 480.00 |
| Item 3 Construct Plug | 1 Ea @ \$250.00 Ea | \$ 250.00 |
| Item 4 Remove Plug | 1 Ea @ \$50.00 Ea | \$ 50.00 |
| Item 5 Remove Basin on site Exc. | 320 CY @ \$3.00 per CY | \$ 960.00 |
| Item 6 Remove Basin | 1,660 CY @ \$4.00 per CY | \$6,640.00 |
| Item 7 Remove Riser Structure & Pipe | 1 L/S @ \$500.00 | \$ 500.00 |
| Item 8 Remove, Replace Trail | 14.5 SY @ \$70.00 per SY | \$1,015.00 |
| Item 9 Seed Disturbed Areas | 0.9 AC @ \$250.00 per AC | \$ 225.00 |
| Item 10 Seed & Mat Disturbed Areas | 0.01 AC @ \$20,000.00 | \$ 200.00 |
| Item 11 Construct Silt Fence | 308 LF @ \$2.00 per LF | \$ 616.00 |
| | TOTAL FOR SILT BASIN #6 | \$12,000.00 |

| | |
|--|--------------|
| Approved by E & A Consulting Group, Inc. | |
| Date: | 7/6/12 |
| Initials: | RJC |
| SID No. | 261 |
| Project No. | 2008.207.000 |

THANK YOU...WE APPRECIATE YOUR BUSINESS



BEAVER EXCAVATION, Inc.

400 NORTH JACKSON STREET
PAPILLION, NEBRASKA 68046-3028
PHONE 402-339-1400
FAX 402-339-7670

RECEIVED
JUN 08 2012
BY: _____

INV. #061-2012

June 7, 2012

Attn: Zachary Jilek (ZAJ)
E & A Consulting Group, Inc.
330 No 117th Street
Omaha, NE 68154

RE: Bellbrook- Sediment Basin 4 & 6 Removals

BORROW AREA (LOTS 340-345)

| | | |
|-----------------------------|--------------------------|------------|
| Item 1 Seed Disturbed Areas | 1.3 AC @ \$500.00 per AC | \$ 650.00 |
| Item 2 Construct Silt Fence | 586 LF @ \$2.00 per LF | \$1,172.00 |

ADDITIONAL WORK

| | | |
|----------------|------------------------------|------------|
| Delivered Rock | 264.1 Tons @ \$15.00 per ton | \$3,961.50 |
| Geogrid TX | 278 SY @ \$4.25 per SY | \$1,181.50 |

| | | |
|--|--|-------------------|
| TOTAL FOR BORROW AREA AND ADDITIONAL WORK | | \$6,965.00 |
|--|--|-------------------|

| | |
|--|--------------|
| Approved by E & A Consulting Group, Inc. | |
| Date: | 7/6/12 |
| Initials: | RJA |
| SID No. | 261 |
| Project No. | 2008.207.000 |

THANK YOU..YOUR BUSINESS IS APPRECIATED

AGENDA

Sanitary and Improvement District No. 261 of Sarpy County, Nebraska; Meeting to be held July 24, 2012

1. Present Paying Agent and Registrar Agreement for Warrants, vote on and approve same.
2. Present statements, vote on and approve payment from the Construction Fund Account of the District for the following:

| | |
|---|-----------|
| a) Bankers Trust Company for paying agent fees (#3862, 4735). | \$ 750.00 |
| b) Kuehl Capital Corporation for the placement of Construction Fund warrants issued at this meeting (5%). | 37.50 |

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

| | |
|--|-----------|
| a) E & A Consulting Group for engineering services (#117935, 117936). | 11,363.08 |
| b) Chastain-Otis, Inc. for insurance. | 6,501.00 |
| c) Bankers Trust Company for paying agent fees for General Fund warrants (#3863). | 500.00 |
| d) Montemarano Landscapes, Inc. for maintenance (#21693). | 5,031.00 |
| e) Linear Lawn & Landscaping for park maintenance (#1051). | 1,650.00 |
| f) Commercial Seeding Contractors for erosion control maintenance (#11738). | 416.98 |
| g) Hayes Environmental L.L.C. for environmental services (#212-5512-1). | 1,200.00 |
| h) Thiele Geotech, Inc. for testing (#43301). | 2,324.50 |
| i) Beaver Excavation, Inc. for removal of Sediment Basins 4 & 6 (#059, 060, 061-2012). | 33,653.00 |
| j) Kuehl Capital Corporation for the placement of General Fund warrants issued at this meeting (5%). | 3,131.98 |