

T. Schwallier
Sarpy Clerk

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.

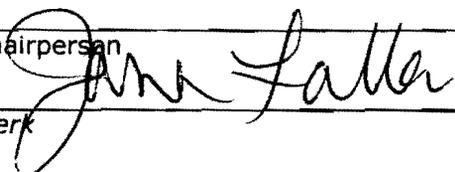
3. All of the subjects addressed at the Meeting were contained in the agenda for the Meeting, which agenda was kept continually current and readily available for public inspection at the address listed in the meeting notice for the Meeting and a copy of which is attached to this Certificate; such subjects 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 26th day of February, 2013

Chairperson
Clerk


c) Royal Lawns, Inc. for park maintenance and snow removal (#1131, 1135, 1167).	2,850.00
d) Montemarano Landscapes, Inc. for maintenance (#22205).	730.00
e) Stanek Construction Company for sign maintenance (#12-111).	135.00
f) Broomers, Inc. for street sweeping (#552).	1,485.00
g) Linear Lawn & Landscaping for erosion control maintenance (#1086).	712.13
h) Jones & Lowe, P.C. for accounting services.	1,290.00
i) Averkamp, Goodnight, Schwaller & Nelson, P.C. for accounting.	5,465.00
j) Jana M. Faller for Clerk fees for October, November, December, January and February.	461.75
k) Fullenkamp, Doyle & Jobeun Trust Account for IRS withholdings.	76.50

The Chairman then advised that Kuehl Capital Corporation will place \$27,143.53 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 \$1,357.18.

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. 2441 through 2459, 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. 2441 and 2442 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 February 26, 2018, 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. 2443 through 2459, 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 February 26, 2016, to-wit:.

a) Warrant No. 2441 for \$100.00 payable to Bankers Trust Company for paying agent fees.

b) Warrant No. 2442 for \$5.00 payable to Kuehl Capital Corporation for the placement of Construction Fund warrants issued at this meeting.

c) Warrant Nos. 2443, 2444 and 2445 each for \$3,000.00 and Warrant No. 2446 for \$999.84 all payable to the Omaha Public Power District for street lighting.

d) Warrant No. 2447 for \$3,000.00 and Warrant No. 2448 for \$938.31 both payable to E & A Consulting Group for engineering services.

e) Warrant No. 2449 for \$2,850.00 payable to Royal Lawns, Inc. for park maintenance and snow removal.

f) Warrant No. 2450 for \$730.00 payable to Montemarano Landscapes, Inc. for maintenance.

g) Warrant No. 2451 for \$135.00 payable to Stanek Construction Company for sign maintenance.

h) Warrant No. 2452 for \$1,485.00 payable to Broomers, Inc. for street sweeping.

i) Warrant No. 2453 for \$712.13 payable to Linear Lawn & Landscaping for erosion control maintenance.

j) Warrant No. 2454 for \$1,290.00 payable to Jones & Lowe, PC for accounting.

k) Warrant No. 2455 for \$3,000.00 and Warrant No. 2456 for \$2,465.00 both payable to Awerkamp, Goodnight, Schwaller & Nelson, P.C. for accounting.

l) Warrant No. 2457 for \$461.75 payable to Jana M. Faller for Clerk fees for October through February.

m) Warrant No. 2458 for \$76.50 payable to the Fullenkamp, Doyle & Jobeun Trust Account for IRS withholdings.

n) Warrant No. 2459 for \$1,357.18 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.

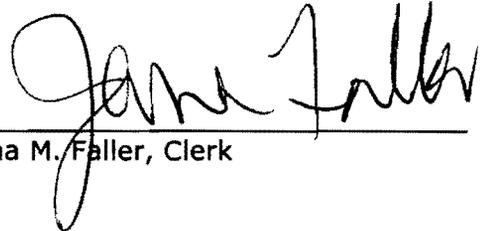
Rob Wood of Kuehl Capital Corporation then presented a proposed Municipal Financial Advisor Agreement setting forth the terms and conditions of said agreement. Following discussion, a motion was duly made, seconded and the following Resolution unanimously adopted:

BE IT RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 261 of Sarpy County, Nebraska that Kuehl Capital Corporation be and hereby is appointed as the District's Municipal Financial Advisor per the terms and conditions of the Municipal Financial Agreement as proposed, and that the Chairman and Clerk be and they hereby are authorized and directed to execute said agreement on behalf of the District.

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

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

Chad LaMontagne, Chairman

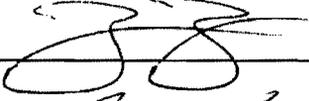


Jana M. Faller, Clerk

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 8:30 a.m. on February 26, 2013 at 14924 "A" Circle, Omaha, Nebraska.

DATED: February 26, 2013





Barbara L. DeBlasi

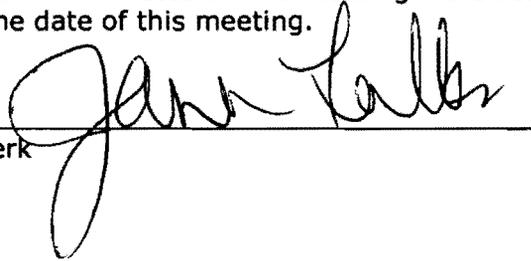
Jane Fallon

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 February 26, 2013 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 February 20, 2013 and that no items were added to the agenda after the commencement of the meeting; and further, that the minutes for the meeting were available for public inspection within ten (10) days of the date of said meeting and that a copy of the minutes of this meeting were sent to the Sarpy County Clerk within thirty days from the date of this meeting.

Clerk

A handwritten signature in black ink, appearing to read "Jane Lalk", is written over a horizontal line. The signature is cursive and extends above and below the line.



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

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: DEBBIE LEACH
11440 WEST CENTER ROAD, SUITE C
OMAHA NE 68144-4482

Invoice No: 7333
Invoice Date: 03/15/2013

CATEGORY	QUANTITY	RATE	AMOUNT
BALANCE CARRIED FORWARD:			\$0.00

PREVIOUS AMOUNT BILLED:	\$0.00		
AMOUNT RECEIVED:	\$0.00		
FLAT FEE REDEMPTION			\$100.00
=====			
TOTAL DUE			\$100.00

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
100.00	0.00	0.00	0.00	0.00	100.00

PLEASE DETACH AND RETURN WITH PAYMENT

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

Invoice #: 7333
Invoice Date: 03/15/2013
Bill Code: 0185379880

Total Due: 100.00

Remit to:

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

Amount Enclosed:





Account Number	Due Date	Total Amount Due
6160975096	Feb 18, 2013	\$57.67CR

Customer Name: SID 261 SARPY CO
Statement Date: January 29, 2013

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

Service Address	Rate	Billing Period		Usage		
		From	To	Kilowatt-hours used	Billing Demand/kW	Current Amount
19500 HARRISON ST, STLT GRETNA NE	Street Light Method 61	N/A	N/A			\$3,315.93
7807 S 187 ST, SIREN GRETNA NE	General Service Non-Demand	N/A	N/A			\$17.35

Total Charges \$3,333.28
Previous Balance 3,390.95CR
Total Amount Due \$57.67CR

3 mo. \$ 9,999.84

Please return this portion with payment

Join OPPD for the 2013 Heartland Walk for Warmth and Run for Fun on Feb. 23 to raise funds for local energy assistance programs. Visit heartlandwalkforwarmth.com to learn more.

Statement Date: January 29, 2013

No Payment Due

Account Number	Due Date	Total Amount Due
6160975096	Feb 18, 2013	\$57.67CR

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

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

SID 261 SARPY CO - BELL BROOK
%FULLENKAMP, DOYLE & JOBEUN
11440 W CENTER RD
OMAHA NE 68144-4421

PO BOX 3995
OMAHA NE 68103-0995





Account Number	Due Date	Total Amount Due
6160975096	Feb 18, 2013	\$57.67CR

Customer Name: SID 261 SARPY CO
Statement Date: January 29, 2013

Billing Information for service address: 19500 HARRISON ST, STLT GRETNA NE

Billing Period From 12-28-2012 To 01-29-2013 @32 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$3,116.31	\$2.86	\$3,315.93

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

Sales Tax 16.52
Total Charges \$3,315.93



Account Number	Due Date	Total Amount Due
6160975096	Feb 18, 2013	\$57.67CR

Customer Name: SID 261 SARPY CO
Statement Date: January 29, 2013

Billing Information for service address: 7607 S 197 ST, SIREN GRETNA NE

Rate	Billing Period		Meter Number	Meter Reading				Usage
	From	To		Previous	Present	Difference	Multiplier	

Basic Service	12.94
kWh Usage	0.09
Fuel And Purchased Power Adjustment	0.00
Minimum Charge	3.42
Sales Tax	0.90
Total Charges	\$17.35

E & A Consulting Group, Inc.
Engineering Answers
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

November 21, 2012
Project No: P2008.207.000
Invoice No: 119233

Project P2008.207.000 Bellbrook - District Maintenance
Professional Services from October 08, 2012 to November 04, 2012

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

Professional Personnel

	Hours	Rate	Amount	
Eng. Technician IV	4.00	78.00	312.00	
Const. Admin Tech I	2.25	52.00	123.50	
Const. Admin Tech II	1.25	64.00	80.00	
Erosion Control Specialist I	.50	64.00	32.00	
Totals	8.00		547.50	
Total Labor				547.50
				Total this Task \$547.50

Task 440 Repairs/Maintenance

Professional Personnel

	Hours	Rate	Amount	
Administrative Assistant II	.15	59.00	8.85	
Const. Depart. Manager III	2.50	113.00	282.50	
Totals	2.65		291.35	
Total Labor				291.35
				Total this Task \$291.35

Task 999 Expenses

Unit Billing

Mileage			59.39	
Total Units			59.39	59.39
				Total this Task \$59.39
				Total this Phase \$898.24

Phase 212 Erosion & Sediment Control Inspecting/Reporting for 2012

Task 196 Erosion Control

Professional Personnel

	Hours	Rate	Amount	
Erosion Control Specialist I	5.25	64.00	344.00	
Erosion Control Dept. Mgr. III	2.25	110.00	247.50	

Project	P2008.207.000	261- Bell Brook - District Maintentace	Invoice	I19233
	Totals	7.50	591.50	
	Total Labor			591.50
			Total this Task	\$591.50

Task	999	Expenses		
Unit Billing				
Mileage			28.31	
	Total Units		28.31	28.31
			Total this Task	\$28.31
			Total this Phase	\$619.81
			Total this Invoice	\$1,518.05

Approved:  _____
 Robert Czerwinski

E & A Consulting Group, Inc.
Engineering Answers
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

December 19, 2012
 Project No: P2008.207.000
 Invoice No: 119508

Project P2008.207.000 Bellbrook - District Maintenance

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

Phase 112 District Maintenance for 2012

Task 135 Digger's Hotline

Professional Personnel

	Hours	Rate	Amount	
Eng. Technician IV	4.25	78.00	331.50	
Const. Admin Tech II	1.75	64.00	112.00	
Erosion Control Specialist I	.75	64.00	48.00	
Totals	6.75		491.50	
Total Labor				491.50
				Total this Task \$491.50

Task 440 Repairs/Maintenance

Professional Personnel

	Hours	Rate	Amount	
Principal	1.00	160.00	160.00	
Administrative Assistant II	.30	59.00	17.70	
Const. Admin Tech II	1.50	64.00	96.00	
Const. Depart. Manager III	3.50	113.00	395.50	
Totals	6.30		669.20	
Total Labor				669.20
				Total this Task \$669.20

Task 999 Expenses

Unit Billing

Mileage			34.97	
Total Units			34.97	34.97
				Total this Task \$34.97
				Total this Phase \$1,195.67

Phase 212 Erosion & Sediment Control Inspecting/Reporting for 2012

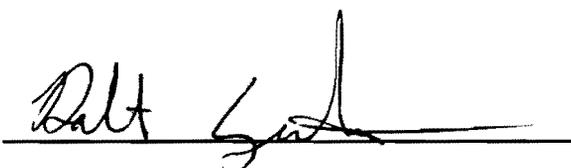
Task 196 Erosion Control

Professional Personnel

	Hours	Rate	Amount
Erosion Control Specialist I	1.75	64.00	112.00

Project	P2008.207.000	261- Bell Brook - District Maintentace	Invoice	119508
Erosion Control Dept. Mgr. III		1.75	110.00	192.50
Totals		3.50		304.50
Total Labor				304.50
			Total this Task	\$304.50

Task	999	Expenses		
Unit Billing				
Mileage			18.32	
Total Units			18.32	18.32
			Total this Task	\$18.32
			Total this Phase	\$322.82
			Total this Invoice	\$1,518.49

Approved: 

Robert Czerwinski

E & A Consulting Group, Inc.
Engineering Answers
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

January 17, 2013
 Project No: P2008.207.000
 Invoice No: 119747

Project P2008.207.000 Bellbrook - District Maintenance

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

Phase 112 District Maintenance for 2012

Task 135 Digger's Hotline

Professional Personnel

	Hours	Rate	Amount
Eng. Technician IV	2.75	78.00	214.50
Const. Admin Tech II	1.50	64.00	96.00
Erosion Control Specialist I	1.00	64.00	64.00
Totals	5.25		374.50
Total Labor			374.50
Total this Task			\$374.50

Task 440 Repairs/Maintenance

Professional Personnel

	Hours	Rate	Amount
Administrative Assistant II	.20	59.00	11.80
Const. Admin Tech II	.50	64.00	32.00
Const. Depart. Manager III	1.00	113.00	113.00
Totals	1.70		156.80
Total Labor			156.80
Total this Task			\$156.80

Task 999 Expenses

Unit Billing

Mileage		36.08	
Total Units		36.08	36.08
Total this Task			\$36.08
Total this Phase			\$567.38

Phase 113 District Maintenance for 2013

Task 440 Repairs/Maintenance

Professional Personnel

	Hours	Rate	Amount
Administrative Assistant II	.20	59.00	11.80
Const. Admin Tech II	.50	64.00	32.00

Project	P2008.207.000	261- Bell Brook - District Maintentace	Invoice	119747
Const. Depart. Manager III		.50	113.00	56.50
Totals		1.20		100.30
Total Labor				100.30
			Total this Task	\$100.30
			Total this Phase	\$100.30

Phase 212 Erosion & Sediment Control Inspecting/Reporting for 2012

Task 196 Erosion Control

Professional Personnel

	Hours	Rate	Amount	
Erosion Control Specialist I	.75	64.00	48.00	
Erosion Control Dept. Mgr. III	.50	110.00	55.00	
Totals	1.25		103.00	
Total Labor				103.00
			Total this Task	\$103.00

Task 999 Expenses
Unit Billing

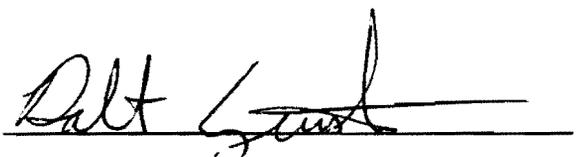
Mileage			21.09	
Total Units			21.09	21.09
			Total this Task	\$21.09
			Total this Phase	\$124.09

Phase 213 Erosion & Sediment Control Inspecting/Reporting for 2013

Task 196 Erosion Control

Professional Personnel

	Hours	Rate	Amount	
Erosion Control Dept. Mgr. III	1.00	110.00	110.00	
Totals	1.00		110.00	
Total Labor				110.00
			Total this Task	\$110.00
			Total this Phase	\$110.00
			Total this Invoice	\$901.77

Approved: 
Robert Czerwinski



Royal Lawns Inc.
2101 N. River Road
Waterloo, NE. 68069

Invoice

Date	Invoice #
11/30/2012	1131

Bill To

S.I.D. 261 Bellbrook
c/o E&A Consulting Group, Inc.
Bob Czerwinsky
330 N. 117th
Omaha, NE. 68154

P.O. No.	Terms	Due Date	Account #	Project
Bellbrook	Due on receipt	11/30/2012	S.I.D. 261	
Description		Serviced	Rate	Amount
Fixed spring rider Labor, new spring, and new cast alum. disk to mount spring.		11/29/2012	412.50	412.50

Approved by E & A Consulting Group, Inc.
Date: 12/3/12
Initials: RCZ
SID No. 261
Project No. 2008-207.000

Phone #	E-mail
(402)312-8912	ryan@royallawns.omhcoxmail.com

Total	\$412.50
Payments/Credits	\$0.00
Balance Due	\$412.50



Royal Lawns Inc.
2101 N. River Road
Waterloo, NE. 68069

Invoice

Date	Invoice #
11/19/2012	1135

Bill To

S.I.D. 261 Bellbrook
c/o E&A Consulting Group, Inc.
Bob Czerwinsky
330 N. 117th
Omaha, NE. 68154

P.O. No.	Terms	Due Date	Account #	Project																									
Bellbrook	Due on receipt	12/31/2012	S.I.D. 261																										
Description	Serviced	Rate	Amount																										
Snow Removal 8"- 10"	12/21/2012	700.00	700.00																										
Snow Removal 1"- 2"	12/28/2012	400.00	400.00																										
Labor Rate to remove snow drifts 2 hr. and Ice melt 5 bags @ \$.75 per lbs.	12/29/2012	287.50	287.50																										
<table border="1" style="width: 100%;"> <tr> <td colspan="5">Approved by E & A Consulting Group, Inc.</td> </tr> <tr> <td>Date:</td> <td colspan="4">1-7-13</td> </tr> <tr> <td>Initials:</td> <td colspan="4">RJC</td> </tr> <tr> <td>SID No.</td> <td colspan="4">261</td> </tr> <tr> <td>Project No.</td> <td colspan="4">2008.207.000</td> </tr> </table>					Approved by E & A Consulting Group, Inc.					Date:	1-7-13				Initials:	RJC				SID No.	261				Project No.	2008.207.000			
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Date:	1-7-13																												
Initials:	RJC																												
SID No.	261																												
Project No.	2008.207.000																												

Phone #	E-mail
(402)312-8912	ryan@royallawns.omhcoxmail.com

Total	\$1,387.50
Payments/Credits	\$0.00
Balance Due	\$1,387.50



Royal Lawns Inc.
2101 N. River Road
Waterloo, NE. 68069

Invoice

Date	Invoice #
2/1/2013	1167

Bill To

S.I.D. 261 Bellbrook
c/o E&A Consulting Group, Inc.
Bob Czerwinsky
330 N. 117th
Omaha, NE. 68154

P.O. No.	Terms	Due Date	Account #	Project
Bellbrook	Due on receipt	2/1/2013	S.I.D. 261	
Description	Serviced	Rate	Amount	
Labor Rate to apply Ice melt 2 hr. 3 bags	1/7/2013	50.00	50.00	
Snow Removal 1"- 2"	1/23/2013	400.00	400.00	
Snow Removal 4"- 6"	1/30/2013	550.00	550.00	
Labor Rate to remove snow drifts 1 hr.	2/1/2013	50.00	50.00	

Approved by E & A Consulting Group, Inc.	
Date:	<u>2/12/13</u>
Initials:	<u>RTZ</u>
SID No.	<u>261</u>
Project No.	<u>2008.207.000</u>

Phone #	E-mail
(402)312-8912	ryan@royallawns.omhcoxml.com

Total	\$1,050.00
Payments/Credits	\$0.00
Balance Due	\$1,050.00

****INVOICE** #22205**

11/01/2012 - 11/30/2012

MONTEMARANO LANDSCAPES INC.
21415 Fairview Road
Gretna, NE 68028

TEL: 402-332-3641

Page No.: 1

Total Due: \$8944.23

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

Am. Remitted: \$ _____

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

Service	Date	Qty	Price Per	Amount
TRASH PICK UP	11/12/2012	1.000	30.00	30.00
LAWN MAINTENANCE (MOW & TRIM)	11/12/2012	1.000	500.00	500.00
TRIMMING	11/12/2012	1.000	200.00	200.00



DEC 07 2012

Approved by E & A Consulting Group, Inc.	
Date:	12/21/12
Initials:	BC
SID No.	261
Project No.	2008 207000

Total Current Charges\$
 Sales Tax on Current Charges\$
 Prior Balance\$
 Total Credit\$

730.00
 0.00
 Pd - 8214.23
 0.00

TOTAL DUE ==>>> \$

8944.23

MONTEMARANO LANDSCAPES INC.

It's been our pleasure serving you!

Stanek Construction Company

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

Invoice Number: 12-111

December 8, 2012

Board of Directors, SID 261 – Bellbrook
c/o E&A Consulting Group, Inc.
330 North 117th Street
Omaha, NE 68154

Board Members,

I am submitting this invoice for work completed in SID 261 of Sarpy County. The work consisted of the following:

1. Reinstall 195th Street sign & bracket on sign post at the intersection of Bellbrook Boulevard.
2. Install new 4-foot anchor post for Stop sign at the intersection of 194th Street & Josephine Street. The existing post had been struck by a vehicle and was damaged.

Total Invoice: \$135

Thank you,



Jason Stanek

Approved by E & A Consulting Group, Inc.	
Date:	<u>12/21/12</u>
Initials:	<u>RFE</u>
SID No.	<u>261</u>
Project No.	<u>2008.207.000</u>

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

Date 4/23/2012
Invoice # 552

Bill To

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

Ship To

Bell Brook
SID 261

P.O. # Patrick Pierce
Terms Net 30

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

Item	Description	Qty	Price	Amount
Spring Sweep	Street Sweep-Bell Brook, SID 261	1	1,485.00	1,485.00

Approved by E & A Consulting Group, Inc.
Date: 4/23/12
Initials: RT
SID No. 261
Project No. 2008 207.000

Thank you for your business

Subtotal	\$1,485.00
Sales Tax (0.0%)	\$0.00
Total	\$1,485.00
Payments/Credits	\$0.00
Balance Due	\$1,485.00

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

402 346-6127

LINEAR

LAWN & LANDSCAPING

Date: 01/19/13

Invoice: #1086

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 erosion on basin lots, Seed and Matt disturbed area	675.00	1.00	675.00
Subtotal			\$675.00
State Tax			\$37.13
Balance Due			\$712.13

Approved by E & A Consulting Group, Inc.
Date: 2/12/13
Initials: RTM
SID No. 261
Project No. 2008-207.000



STATEMENT

**Sanitary and Improvement District No. 261
% Mr. John Fullenkamp
Fullenkamp, Doyle, & Jobeun
11440 West Center Road
Omaha, NE 68144**

December 31, 2012

For professional services rendered in connection with the audit of
Sanitary and Improvement District No. 261 of Sarpy County for the
year ended June 30, 2012

\$ 1,290.00

AWERKAMP, GOODNIGHT, SCHWALLER & NELSON, P.C.
CERTIFIED PUBLIC ACCOUNTANTS
17007 Marcy Street - Suite 1
Omaha, Nebraska 68118-3122
Telephone (402) 334-9011 or (402) 334-9111
Fax (402) 334-9112

December 21, 2012

SID #261
Fullenkamp, Doyle & Jobeun
11440 West Center Road
Omaha, NE 68144

For Professional Services:

Preparation of required budget document for the year ending June 30, 2013, including discussions with all parties.	\$ 1,630.00
Workpaper preparation for the year ended June 30, 2012.	4,745.00
Procedure for GASB 34 including depreciation and other full accrual conversions.	<u>485.00</u>
	6,860.00
Less progress billing	<u>(1,630.00)</u>
	<u>\$ 5,230.00</u>

KEEP THIS SECTION FOR YOUR RECORDS

RETURN THIS SECTION WITH YOUR PAYMENT

Please make checks payable to: AGS&N, P.C.

AWERKAMP, GOODNIGHT, SCHWALLER & NELSON, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

TOTAL FROM ABOVE **\$ 5,230.00**
AMOUNT ENCLOSED **\$**

•
SID #261
Fullenkamp, Doyle & Jobeun
11440 West Center Road
Omaha, NE 68144

AWERKAMP, GOODNIGHT, SCHWALLER & NELSON, P.C.
CERTIFIED PUBLIC ACCOUNTANTS
17007 Marcy Road - Suite 1
Omaha, Nebraska 68154
Telephone (402) 334-9011 or (402) 334-9111
Fax (402) 334-9112

January 21, 2013

SID #261
Fullenkamp, Doyle & Jobeun
11440 W. Center Road
Omaha, NE 68144

For Professional Services:

Services related to preparation of required 2012 payroll reports including Form W-2 and Form 944.

Services related to preparation of Form 1099 for required recipients for 2012. \$185.00

Review of IRS notices for 1099's. 50.00

\$235.00

KEEP THIS SECTION FOR YOUR RECORDS

RETURN THIS SECTION WITH YOUR PAYMENT

Please make checks payable to: AGS&N, P.C.

AWERKAMP, GOODNIGHT, SCHWALLER & NELSON, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

TOTAL FROM ABOVE \$ 235.00

AMOUNT ENCLOSED \$ _____

SID #261
Fullenkamp, Doyle & Jobeun
11440 W. Center Road
Omaha, NE 68144

CONTRACT FOR FINANCIAL ADVISOR/FISCAL AGENT SERVICES

THIS CONTRACT FOR FINANCIAL ADVISOR/FISCAL AGENT SERVICES (together with the attached Exhibits, this "Contract") is entered into and is effective as of _____, 2013 (the "Effective Date") by and between **SANITARY AND IMPROVEMENT DISTRICT NO. 261 OF SARPY COUNTY IN THE STATE OF NEBRASKA** (the "District"), as its sole beneficiary, and **KUEHL CAPITAL CORPORATION** (the "Financial Advisor").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Page to Follow]

IN WITNESS WHEREOF, this Contract was approved and duly executed by the Chairman of Sanitary and Improvement District No. 261 of SARPY County this ____ day of _____, 2013.

SANITARY AND IMPROVEMENT
DISTRICT NO. 261 OF SARPY COUNTY IN
THE STATE OF NEBRASKA

By _____
(Signature)

By _____
(Printed name)

Title: Chairman

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

KUEHL CAPITAL CORPORATION

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

EXHIBIT A

SCOPE OF SERVICES FINANCIAL ADVISOR/FISCAL AGENT CONTRACT

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

A. Strategic Services

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

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

B. Transaction-Related Services

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

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

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

regulations and Municipal Securities Rulemaking Board (MSRB) rules.

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

6. Negotiated sales

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

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

7. **Competitive Sales**

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

C. Post-Issuance Services

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

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

D. Private Placement/Nontraditional Financing Services

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

EXHIBIT B

FEE FINANCIAL ADVISOR CONTRACT

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

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

(a) Six one hundredths of one percent (0.06%) of the taxable valuation of the District as set by the County Assessor as of January 1 of each year, not to exceed **\$ 80,000 / per annum**, ending no later than 2016. After the District's construction debt is completely bonded, the annual fee structure converts to a flat fee of **\$ 9,000 / per annum**.

At the District's election, such fees shall be payable at the beginning of the District's fiscal year or in equal quarterly installments on September 30, December 31, March 31, June 30. The minimum fixed annual fee will be **\$ 9,000 / per annum**.

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

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

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

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

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

AGENDA

Sanitary and Improvement District No. 261 of Sarpy County, Nebraska; Meeting to be held February 26, 2013

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

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|---|-----------|
| a) Bankers Trust Company for paying agent fees. | \$ 100.00 |
| b) Kuehl Capital Corporation for the placement of Construction Fund warrants issued at this meeting (5%). | 5.00 |

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

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| a) Omaha Public Power District for street lighting (Account No. 6160975096). | 9,999.84 |
| b) E & A Consulting Group for engineering services (#119233, 119508, 119747). | 3,938.31 |
| c) Royal Lawns, Inc. for park maintenance and snow removal (#1131, 1135, 1167). | 2,850.00 |
| d) Montemarano Landscapes, Inc. for maintenance (#22205). | 730.00 |
| e) Stanek Construction Company for sign maintenance (#12-111). | 135.00 |
| f) Broomers, Inc. for street sweeping (#552). | 1,485.00 |
| g) Linear Lawn & Landscaping for erosion control maintenance (#1086). | 712.13 |
| h) Jones & Lowe, P.C. for accounting services. | 1,290.00 |
| i) Averkamp, Goodnight, Schwaller & Nelson, P.C. for accounting. | 5,465.00 |
| j) Jana M. Faller for Clerk fees for October, November, December, January and February. | 461.75 |
| k) Fullenkamp, Doyle & Jobeun Trust Account for IRS withholdings. | 76.50 |
| l) Kuehl Capital Corporation for the placement of General Fund warrants issued at this meeting (5%). | 1,357.18 |

3. Present Municipal Advisor Agreement from Kuehl Capital Corporation, vote on and approve same.