

**BOARD OF EQUALIZATION**

Madison, Nebraska

September 18, 2007

The Board of Equalization of Madison County, Nebraska met at 9:00 A.M.

Advance notice of meeting was published in the Thursday, September 13, 2007 edition of The Norfolk Daily News. A copy of said notice was mailed to each Board member. An affidavit of acknowledgment of receipt of notice of meeting as published was executed. Chairman Rick Uhlir called the meeting to order and notified the public of the location of the information regarding the Open Meeting Act posted in the meeting room.

Present: Commissioners Jerry McCallum, Rick Uhlir, and Lee Klein, Deputy County Assessor Judy Bickley, County Treasurer Donna Primrose, and County Clerk Nancy Scheer.

Motion by Klein and second by McCallum to approve the agenda for the meeting. Roll call vote: Ayes, McCallum, Uhlir, and Klein. Nays, none. Motion carried.

Motion by Klein and second by McCallum to approve the minutes of the meeting held on September 5, 2007. Roll call vote: Ayes, McCallum, Uhlir, and Klein. Nays, none. Motion carried.

Chairman Uhlir opened a public hearing at 9:04 A.M. to consider the following motor vehicle exemption applications submitted by County Treasurer Donna Primrose:

Faith Regional Health Services, P.O. Box 869, Norfolk 2006 Chevrolet Uplander Van  
Mosaic, 105 East Norfolk Avenue, Suite 200, Norfolk 2001 Chevrolet Van

County Treasurer Donna Primrose reported that the Board has previously approved exemptions for both organizations. No one appeared at the hearing to offer verbal testimony. Chairman Uhlir closed the hearing at 9:07 A.M.

Motion by McCallum and second by Klein to approve the motor vehicle exemption applications as submitted. Roll call vote: Ayes, McCallum, Uhlir, and Klein. Nays, none. Motion carried.

Deputy County Assessor Judy Bickley presented tax list corrections #2322 through #2330. After discussion, it was moved by McCallum and seconded by Klein to approve the tax list corrections as submitted. Roll call vote: Ayes, McCallum, Uhlir, and Klein. Nays, none. Motion carried.

The Board of Equalization adjourned at 9:11 A.M.

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County Clerk

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Chairman

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**COMMISSIONERS PROCEEDINGS**

Madison, Nebraska

September 18, 2007

The Board of County Commissioners of Madison County, Nebraska met in regular session at 9:30 A.M.

Advance notice of meeting was published in the Thursday, September 13, 2007 edition of The Norfolk Daily News. A copy of said notice was mailed to each Board member. An affidavit of acknowledgment of receipt of notice of meeting as published was executed. Chairman McCallum called the meeting to order and notified the public of the location of the information regarding the Open Meeting Act posted in the meeting room.

Present: Commissioners Jerry McCallum, Rick Uhlir, and Lee Klein, and County Clerk Nancy Scheer. County Highway Superintendent Richard Johnson joined the meeting at 9:45 A.M.

The following consent agenda items were read into the record by Chairman McCallum:

- 1) Approval of minutes of the September 5, 2007 meeting
- 2) Acknowledge receipt of the Official Bond of Don Jensen as Clerk and Charlie Menke as Chairman of Sanitary Improvement District #3
- 3) Approval of right-of-way contracts on Project No. C-59-743 Phase 3 (Lindsay Road)
- 4)

**RESOLUTION #2007-47**

WHEREAS, Check No. 07090115, dated September 5, 2007, and drawn on the General Fund in the amount of thirty six dollars and fifty cents (\$36.50), was made payable to Printing Services, BSC – 1700 Y Street, Lincoln, Nebraska 68588-0641, and

WHEREAS, said check was not tendered, but remains in the possession of the Madison County Clerk,

NOW, THEREFORE, BE IT RESOLVED that Check No. 07090115, dated September 5, 2007, and drawn on the General Fund in the amount of thirty six dollars and fifty cents (\$36.50), is hereby cancelled.

Motion by Klein and second by Uhlir to approve the consent agenda. Roll call vote: Ayes, McCallum, Uhlir, and Klein. Nays, none. Motion carried.

Motion by Uhlir and second by Klein to approve the regular agenda. Roll call vote: Ayes, McCallum, Uhlir, and Klein. Nays, none. Motion carried.

The following written reports were reviewed:

- 1) Register of Deeds August fee report
- 2) Clerk of the District Court August fee report
- 3) County Sheriff August fee report
- 4) Minutes of the August 21, 2007 meeting of PrairieLand RC&D and September newsletter

Pursuant to published legal notice to bidders in the September 6, 2007 and September 13, 2007 editions of The Norfolk Daily News, a sealed bid for furnishing a road widener/shouldering attachment for the road department was received. District #2 Road/Bridge foreman John Hrabanek and sales representatives from four companies were present during the bid opening. A bid received from Rose Equipment Inc. in Lincoln, Nebraska was opened and read aloud.

After discussion, it was moved by Klein and seconded by Uhlir to accept the bid of Rose Equipment, Inc. for furnishing a 2007 Midland road widener/shouldering attachment with all the options itemized in the bid document, including a quick coupler hitch system, manually adjustable discharge gate, hydraulic variable width strike off, operation platform, and screw jacks with hand cranks. Roll call vote: Ayes, McCallum, Uhlir, and Klein. Nays, none. Motion carried.

Pursuant to published legal notice to bidders in the September 6, 2007 and September 13, 2007 editions of The Norfolk Daily News, sealed bids for furnishing a crawler dozer for Road District #2 were received. District #2 Road/Bridge foreman John Hrabanek and sales representatives from four companies were present during the bid opening. Bids received from the following companies were opened and read aloud:

Midland Equipment (2 bids)	Omaha, Nebraska
Murphy Tractor & Equipment Company	Grand Island, Nebraska
Nebraska Machinery Company	Norfolk, Nebraska

During discussion on the bids, Gary Groteluschen, sales representative from Mid-Land Equipment, requested the County Board to table a decision on the bid award to allow him an opportunity to demonstrate a machine to the county. After discussion, it was moved by Uhlir and seconded by Klein to accept the bid of Murphy Tractor and Equipment Company for furnishing a 2007 John Deere Model 550JLT crawler dozer. Roll call vote: Ayes, McCallum, Uhlir, and Klein. Nays, none. Motion carried.

Jerry Schaffer was present for discussion on the application that was submitted for manager of Evergreen Hill Golf, Inc. County Clerk Nancy Scheer reported that a background examination report, signed by Investigator Jon Downey, compiling driver's history, criminal history, and court proceedings, summarized that nothing in the investigation reflects a reason for denying the approval of the manager application as submitted.

After discussion, it was moved by Uhlir and seconded by Klein to recommend approval of the application of Jerry Schaffer as corporate manager of Evergreen Hill Golf, Inc. to the Nebraska Liquor Control Commission. Roll call vote: Ayes, McCallum, Prauner, and Uhlir. Nays, none. Motion carried.

Commissioner Klein reported that the Planning and Zoning Department did not receive any applications or inquiries about serving as a member of the Joint Planning Commission. He stated that Planning and Zoning Administrator John Johnson did not stipulate an application deadline. In addition, he explained that Charles Henkel's term is expiring and his residence is located within Norfolk City's zoning jurisdiction.

After discussion, it was moved by Klein and seconded by Uhlir to table a decision on the appointment of a member to serve on the Joint Planning Commission. Roll call vote: Ayes, McCallum, Uhlir, and Klein. Nays, none. Motion carried.

John Trecek, representative from Ameritas Investment Corporation, met with the Board to submit documents in connection with the issuance of bonds to fund the cost of major road and bridge construction projects. He reviewed the debt service schedule for a \$2,000,000 bond issue for ten years and explained that the interest rates are very favorable at this time with the rates ranging between 3.50% and 3.95%. He explained that bonds maturing early would have a lower interest rate than bonds maturing in subsequent years. Mr. Trecek reported that the county has the option to redeem the bonds prior to maturity any time after five years without incurring any penalties. He explained that if interest rates are better after five years the bonds can be rolled into an issue with lower interest rates. He reported that total issuance costs are 1.75%, which includes bond counsel costs, underwriter costs, and salesmen commissions. Mr. Trecek explained that the bond counsel prepares a written transcript of all the proceedings including the cost estimates, the proceedings of today's meeting, the closing documents, and the specimen bond. In addition, he reported that after review of all these documents, the bond counsel will issue an opinion letter which certifies that there is statutory authority for the County Board to issue bonds, that the County Board acted in accordance with the state statutes, and that the interest is exempt from both federal and state income tax. Mr. Trecek reported that the closing date for the bond issue is October 17, 2007 and the money will be wired into the county's bank account on this date.

After discussion, the following resolution was introduced for consideration by the Board:

RESOLUTION #2007-48

A RESOLUTION PROVIDING FOR THE ISSUANCE OF HIGHWAY ALLOCATION FUND PLEDGE BONDS, IN THE AMOUNT OF TWO MILLION DOLLARS (\$2,000,000) FOR THE PAYMENT OF COSTS IN CONNECTION WITH THE CONSTRUCTION OF IMPROVEMENTS TO ROADS IN THE COUNTY OF MADISON; PRESCRIBING THE FORM OF SAID BONDS; PLEDGING FUNDS TO BE RECEIVED BY THE COUNTY FROM THE STATE OF NEBRASKA HIGHWAY ALLOCATION FUND; AGREEING TO LEVY TAXES; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF THE BOND PROCEEDS.

BE IT ORDAINED BY THE CHAIRPERSON AND BOARD OF COMMISSIONERS OF THE COUNTY OF MADISON, IN THE STATE OF NEBRASKA:

Section 1. The Chairperson and Board hereby find and determine: That the County is engaged in the construction of certain road improvements within the County and that the payment of a portion of the costs of said improvements is necessary, which costs will constitute valid obligations of the County; that the County does not have funds with which to pay the cost of the improvements and it is necessary and advisable for the County to borrow money and pledge the funds to be received from the Highway Allocation Fund to the payment of the bonds issued by the County for this purpose; that the total estimated cost necessary to be funded at this time, as certified by the engineer for the County and considering the costs of the bonds herein contemplated, is not less than \$2,000,000; that based upon current receipts by the County for its road funds from funds which are attributable to the State of Nebraska Highway Allocation Fund, the County anticipates receipts in future years which will exceed the payments due on the bonds herein authorized in each year; that the County currently has no bonds outstanding issued pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, 2003 and that all conditions exist for the issuance of bonds in the amount of \$2,000,000 pursuant to Section 66-4,101, R.R.S. Neb. 2003.

Section 2. Bonds to be designated Highway Allocation Fund Pledge Bonds, in the amount of \$2,000,000, shall be and hereby are ordered issued, to bear date of original issue of October 17, 2007, and to be in fully registered form. Said bonds shall bear interest at the rates per annum and mature on May 15 of each year in the principal amounts as follows:

<u>Principal Amount</u>	<u>Maturing on May 15 of Year</u>	<u>Interest Rate Per Annum</u>
\$165,000	2008	3.500%
175,000	2009	3.550
180,000	2010	3.600
185,000	2011	3.625
195,000	2012	3.650
200,000	2013	3.700
210,000	2014	3.750
220,000	2015	3.800
230,000	2016	3.850
240,000	2017	3.950

The bonds shall be issued in the denomination of \$5,000 or any integral multiple thereof and shall be numbered from 1 upwards in the order of their issuance. No bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the bonds issued shall be as directed by the initial purchasers thereof. Interest on the bonds shall be payable semiannually on May 15 and November 15 of each year, starting May 15, 2008. The interest due on each interest payment date shall be payable to the registered owners of record as of the close of business on the last day of the calendar month immediately preceding the calendar month in which the interest payment date occurs (the "Record Date"), subject to the provisions of Section 3 hereof. Payment of interest due on the bonds prior to maturity or redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof, by mailing a check in the amount due for such interest on each interest payment date to the registered owner of each bond, as of the applicable Record Date, to such owner's registered address as shown on the books of registration, as required to be maintained in Section 3 hereof. Payment of principal due at maturity or at any date fixed for redemption, together with any accrued interest then due, shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the bonds to said Paying Agent and Registrar. In the event that bonds of this issue are held in the nominee name of a national clearinghouse or depository, payment of principal or interest shall be made by wire transfer of funds in accordance with any applicable regulations governing "Depository Eligible Securities". The County and said Paying Agent and Registrar may treat the registered owner of any bond as the absolute owner of such bond for the purpose of making payments thereon and for all other purposes and neither the County nor said Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary whether such bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any bond shall be valid and effectual and shall be a discharge of the County and said Paying Agent and Registrar, in respect of the liability upon the bonds or claims for interest to the extent of the sum or sums so paid. If any bond is not paid upon presentation of the bond at maturity or any interest installment is not paid when due, the delinquent bond or delinquent interest installment shall bear interest thereafter until paid at a rate equal to the rate assessed against delinquent taxes under Section 45-104.01 R.R.S. Nebraska, 2004, as now existing or as the same may be amended from time to time by the Nebraska Legislature.

Section 3. The County Treasurer is hereby designated as Paying Agent and Registrar for the bonds. Said Paying Agent and Registrar shall keep and maintain for the County books for the registration and transfer of the bonds at the office of the Paying Agent and Registrar in Madison, Nebraska. The names and registered addresses of the registered owner or owners of the bonds shall at all times be recorded in such books. Any bond may be transferred pursuant to its provisions at the office of the Paying Agent and Registrar upon surrender of such bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to such Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar will register such transfer upon said registration books and deliver to the transferee registered owner or owners (or send by registered mail to the transferee owner or owners at such owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new bond or bonds of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the bonds by this resolution, one bond may be transferred for several such bonds of the same interest rate and maturity and for a like aggregate principal amount, and several such bonds may be transferred for one or several such bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a bond, the surrendered bond or bonds shall be cancelled and destroyed. All bonds issued upon transfer of the bonds so surrendered shall be valid obligations of the County evidencing the same obligations as the bonds surrendered and shall be entitled to all benefits and protection of this resolution to the same extent as the bonds upon transfer of which they were delivered. The County and the Paying Agent and Registrar shall not be required to transfer bonds during any period from any Record Date until its immediately following interest payment date. In the event that payments of interest due on the bonds on an interest payment date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such interest payment date and shall be

payable to the registered owners of the bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 4. Bonds maturing on or after May 15, 2012 shall be subject to redemption, in whole or in part, prior to maturity at any time on or after October 17, 2012, at par plus accrued interest on the principal amount redeemed to the date fixed for redemption. The County may select the Bonds to be redeemed from such optional redemption in its sole discretion but Bonds shall be redeemed only in the amount of \$5,000 or integral multiples thereof. Any Bond redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for a new bond evidencing the unredeemed principal thereof. Notice of redemption of any Bond called for redemption shall be given at the direction of the Chairperson and Board by the Paying Agent and Registrar by mail not less than thirty days prior to the date fixed for redemption, first class postage prepaid, sent to the registered owner of such bond at said owner's registered address. Such notice shall designate the bond or bonds to be redeemed by number and maturity, the date of original issue, the date fixed for redemption and state that such bond or bonds are to be presented for prepayment at the office of the Paying Agent and Registrar. In case of any bond partially redeemed, such notice shall specify the portion of the principal amount of such bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the Chairperson and Board designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the Chairperson and Board shall have the right to further direct notice of redemption for any such Bond for which defective notice has been given.

Section 5. If the date for payment of the principal or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the office of the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 6. The bonds shall be executed on behalf of the County by being signed by the Chairperson and the County Clerk, both of which signatures may be facsimile signatures, and shall have the County seal impressed on each bond. The County Clerk shall make and certify a transcript of proceedings had and done precedent to the issuance of said bonds which shall be delivered to the purchaser of said bonds. After being executed by the Chairperson and Clerk, said bonds shall be delivered to the Treasurer of the County who shall be responsible therefor under his/her official bond. Such Treasurer shall maintain a record of information with respect to said bonds in accordance with the requirements of Section 10-140, R.R.S. Neb. 1997, as amended, and shall cause the same to be filed with the Auditor of Public Accounts of the State of Nebraska. The Paying Agent and Registrar shall register each bond in the name of its initial registered owner as designated by the initial purchaser. Each bond shall be authenticated on behalf of the County by the Paying Agent and Registrar. The bonds shall be issued initially as "book-entry only" bonds using the services of The Depository Trust Company (the "Depository"), with one typewritten bond per maturity being issued to the Depository. In such connection said officers of the County are authorized to execute and deliver a letter of representations and inducement (the "Letter of Representations") in the form required by the Depository, for and on behalf of the County, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the bonds. Upon issuance of the bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The County and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds bonds as securities depository (each, a "Bond Participant") or to any person who is an actual purchaser of a bond from a Bond Participant while the bonds are in book-entry form (each a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the bonds;

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the bonds. The Paying Agent and Registrar shall make payments with respect to the bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable to or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the County, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the bonds or (ii) to make available bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such bonds shall designate.

(c) If the County determines that it is desirable that certificates representing the bonds be delivered to the ultimate Beneficial Owners of the bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Resolution to the contrary, so long as any bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such bond and all notices with respect to such bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee; or

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or

(B) termination of the use of the Depository pursuant to this Section and the terms of the Paying Agent and Registrar's Agreement.

(f) In the event of any partial redemption of a bond unless and until such partially redeemed bond has been replaced in accordance with the provisions of this Resolution, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such bond as is then outstanding and all of the bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced or upon termination by the County of book-entry-only form, the County shall immediately provide a supply of bond certificates for issuance upon subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement bond certificates upon transfer or partial redemption, the County agrees to order printed an additional supply of bond certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any bond shall cease to be such officer before the delivery of such bond (including any bond certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption) such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such bond. The bonds shall not be valid and binding on the County until authenticated by the Paying Agent and Registrar. The bonds shall be delivered to the Paying Agent and Registrar for registration and authentication.

Section 7. Said bonds shall be in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
THE COUNTY OF MADISON

Bond No.                    HIGHWAY ALLOCATION FUND PLEDGE BOND                    \$

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
%	May 15, ____	October 17, 2007	

Registered Owner: \_\_\_\_\_

Principal Amount: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS: That The County of Madison, in the State of Nebraska, hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above the principal amount specified above in lawful money of the United States of America on the maturity date specified above, with interest thereon from date of original issue specified above or most recent interest payment date, whichever is later, to maturity at the rate per annum specified above. Said interest shall be payable semiannually on the fifteenth day of May and November in each year, starting May 15, 2008. If this bond is not paid upon presentation at maturity or any interest installment hereon is not paid when due, the bond or interest installment shall bear interest thereafter until paid at a rate equal to the rate assessed against delinquent taxes under Section 45-104.01 R.R.S. Nebraska 2004, as now existing or as the same may be amended from time to time by the Nebraska Legislature. The interest hereon shall be paid on each interest payment date by the County Treasurer as Paying Agent and Registrar for the County, by wire transfer, check or draft mailed to the registered owner hereof, as of the close of business on the last day of the month immediately preceding the month in which the interest payment date occurs, at such owner's registered address as it appears on the books of registration of the County. The principal of this bond and the interest due at maturity or upon call for redemption prior to maturity, is payable on presentation and surrender to said Paying Agent and Registrar at the office of the Paying Agent in Madison, Nebraska. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available. For the prompt payment of this bond, principal and interest as the same become due, the County hereby pledges all receipts by the County which are attributable to the Highway Allocation Fund of the State of Nebraska. In the event such receipts for the Highway Allocation Fund are insufficient to meet the payments of principal and interest, the full faith, credit and resources of said County are hereby irrevocably pledged.

The County, however, reserves the right and option of paying bonds of this issue maturing on or after May 15, 2012, in whole or in part, on October 17, 2012, or at any time thereafter, at the principal amount thereof plus accrued interest to the date fixed for redemption. Notice of any such redemption shall be given by mail, sent to the registered owner of any bond to be redeemed at said registered owner's address in the manner provided in the Resolution authorizing said bonds. Individual bonds may be redeemed in part but only in the amount of \$5,000 or integral multiples thereof. Any bond redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for a new bond or bonds evidencing the unredeemed principal thereof.

This bond is one of an issue of fully registered bonds of the total principal amount of \$2,000,000, of like tenor herewith except as to date of maturity and rate of interest, issued by said County for the purpose of paying the cost of road improvements constructed within the County of Madison, in the State of Nebraska, and is issued pursuant to Section 66-4,101, R.R.S. Neb., 2003. This bond and the others of said issue have been duly authorized by a resolution duly passed and adopted by the Chairperson and Board of said County.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the resolution authorizing said issue of bonds, subject to the limitations therein prescribed. The County, its Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment hereof and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

AS PROVIDED IN THE RESOLUTION REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE RESOLUTION, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE RESOLUTION TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE RESOLUTION.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE PAYING AGENT AND REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT AND REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

This bond shall not be valid and binding on the County until authenticated by the Paying Agent and Registrar.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law, and that the indebtedness of said County, including this bond, does not exceed any limitation imposed by law. This bond and the interest accruing hereon shall be payable from funds received by the County from the Highway Allocation Fund of the State of Nebraska which have been pledged to the payment of such principal and interest or from ad valorem taxes levied by the County, within applicable statutory limitations, as provided in Section 66-4,101, R.R.S. Neb., 2003. The County has reserved the right to issue additional bonds payable from receipts from the Highway Allocation Fund of the State of Nebraska, without limitation.

IN WITNESS WHEREOF, the Chairperson and Board of the County of Madison, in the State of Nebraska, have caused this bond to be executed on behalf of the County by being signed by the Chairperson and Clerk of the County, both of which signatures may be facsimile signatures, and by causing the official seal of the County to be affixed hereto all as of the date of original issue shown above.

ATTEST: THE COUNTY OF MADISON, IN THE STATE OF NEBRASKA  
By \_\_\_\_\_ (Do not sign)  
Chairperson  
\_\_\_\_\_  
County Clerk

(S E A L)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds authorized by a resolution passed and approved by the Chairperson and Board of the County of Madison as described in said bonds.

\_\_\_\_\_  
(do not sign)  
County Treasurer, Madison, Nebraska,  
Paying Agent and Registrar

(FORM OF ASSIGNMENT)

For value received \_\_\_\_\_ hereby sells, assigns and transfers unto \_\_\_\_\_ the within bond and hereby irrevocably constitutes and appoints \_\_\_\_\_, Attorney, to transfer the same on the books of registration in the office of the within mentioned Paying Agent and Registrar with full power of substitution in the premises. Date: \_\_\_\_\_

\_\_\_\_\_  
Registered Owner

SIGNATURE GUARANTEED

By \_\_\_\_\_  
\_\_\_\_\_  
Authorized Officer

Note: The signature(s) of this assignment MUST CORRESPOND with the name as written on the face of the within bond in every particular without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

Section 8. Said Bonds are hereby sold to Ameritas Investment Corp., at 98.25% of the principal amount thereof, and the County Treasurer is authorized to deliver the Bonds to said purchaser upon receipt of the said amount plus accrued interest to the date of payment. Said Bonds are sold to the purchaser subject to the opinion of independent bond counsel that said Bonds are lawfully issued; that said Bonds constitute a valid obligation of the County; and that under existing laws and regulations the interest on said Bonds is exempt from both Nebraska state and federal income taxes. Such purchaser and its agents, representatives and counsel (including its bond counsel) are hereby authorized to take such actions on behalf of the County as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository (as defined herein) at closing. The officers of the County are further authorized to take any and all actions deemed necessary by them in connection with they carrying out and performance of the terms of this Resolution. The proceeds of the Bonds shall be applied to the payment of costs of the project as set out in Section 1 hereof.

Section 9. For the payment of the bonds, principal and interest as the same fall due, there are hereby pledged all receipts by the County which are attributable to the Highway Allocation Fund of the State of Nebraska. So long as the County has in each year made adequate provision for the payments of principal and interest due on the bonds falling due in such year, monies received by the County attributable to the Highway Allocation Fund may be applied for any other permitted purpose. The County reserves the right to issue additional bonds pursuant to Section 66-4,101, R.R.S. Neb., 2003 which shall also be secured equally and ratably with the bonds by a pledge of funds to be received by the County attributable to the Highway Allocation Fund without limitation. The County hereby agrees that, in the event that receipts by the County in any year attributable to the Highway Allocation Fund are insufficient to meet the payments of principal and interest falling due on the bonds, the County shall levy ad valorem taxes upon all taxable property in the County, at such rate or rates, within applicable statutory limitations, as will provide funds which, together with receipts from the Highway Allocation Fund, will be sufficient to pay principal and interest on the bonds as they severally mature. The County reserves the right to issue bonds pursuant to Section 66-44,101, R.R.S. Nebraska, 2003 and Section 10-142, R.R.S. Nebraska, 1997 for the purpose of refunding the bonds herein authorized.

Section 10. The County Board hereby approves on behalf of the County the preliminary Official Statement prepared with respect to the Bonds and hereby authorizes the Chairperson and Clerk or either of them to approve, execute and deliver on behalf of the County a final Official Statement relating to and describing the Bonds, with any changes deemed necessary by them in connection with the carrying out and performance of the terms of this resolution.

Section 11. The County hereby covenants to the purchasers and holders of the Bonds hereby authorized that it will make no use of the proceeds of said issue, including monies held in any sinking fund for the payment of said Bonds, which would cause said Bonds to be "arbitrage bonds" within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986 as amended (the "Code") and further covenants to comply with said Sections 103 and 148 and all applicable regulations thereunder throughout the term of said bond issue. The County hereby covenants and agrees to take all actions necessary under the Code to maintain the tax-exempt status of interest payable on the Bonds with respect to taxpayers generally but not including insurance companies or corporations subject to the additional minimum tax. The County hereby designates the Bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not anticipate issuing tax-exempt obligations in calendar 2007 in an amount in excess of \$10,000,000.

Section 12. In accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, the County hereby agrees that it will provide the following continuing disclosure information:

(1) to Ameritas Investment Corp. (the "Underwriter") and any person making request at least annually or in the alternative to any state information depository ("SID") for the State of Nebraska (no such SID currently exists or is presently expected to exist based upon any current pending legislation), financial information and operating data which is customarily prepared by the County and publicly available, consisting of County's most recently prepared audited financial statements, which shall be prepared on the cash basis (a method not in conformity with generally accepted accounting principles), provided that such method of reporting may be changed in the discretion of the County as advised by its accountants.

(2) in a timely manner to the Underwriter, to the Municipal Securities Rulemaking Board (the "MSRB"), to the SID (if any) and to any nationally recognized municipal securities information repository for which the Underwriter makes request, notice of the occurrence of any of the following events with respect to the Bonds, if in the judgment of the County, such event is material:

- (a) principal and interest payment delinquencies,
- (b) nonpayment related defaults,
- (c) unscheduled draws on debt service reserves reflecting financial difficulties,
- (d) unscheduled draws on credit enhancements reflecting financial difficulties,
- (e) substitution of credit or liquidity providers, or their failure to perform,
- (f) adverse tax opinions or events affecting the tax-exempt status of the Bonds,
- (g) modifications to rights of the bondholders,
- (h) bond calls,
- (i) defeasances,
- (j) release, substitution, or sale of property securing repayment of the Bonds, and
- (k) rating changes.

The County does not undertake to provide notice of the occurrence of any other material event, except the events listed above.

The County reserves the right to modify the type of information or the format for any such information provided pursuant to such undertaking, to the extent necessary or appropriate in the judgment of the County, so long as any such modification is consistent with the requirements of the Rule. The undertakings of the County in this resolution relating to continuing disclosure are hereby declared to be for the benefit of the registered owners of the Bonds (including beneficial owners of the Bonds held in nominee name, each a "Beneficial Owner") and such covenants may be enforced by the registered owner of any of the Bonds or by any Beneficial Owner of the Bonds, provided that any right to enforcement shall be limited to specific enforcement of such covenants and any failure shall not constitute an event of default under this resolution. The County hereby designates its County Clerk as the contact person from whom the foregoing information, data and notices can be obtained.

\$2,000,000  
THE COUNTY OF MADISON, NEBRASKA  
HIGHWAY ALLOCATION FUND PLEDGE BONDS  
BOND PURCHASE AGREEMENT  
September 18, 2007

Chairperson and County Board  
Madison County, Nebraska

Dear Chairperson and Board Members:

On the basis of the representations and covenants and upon the terms and conditions contained in this Bond Purchase Agreement (this "Agreement"), the undersigned, Ameritas Investment Corp., (the "Underwriter"), hereby offers to purchase the \$2,000,000 aggregate principal amount of Highway Allocation Fund Pledge Bonds (the "Bonds") of The County of Madison, in the State of Nebraska, (the "County").

This offer is made subject to the acceptance by the County of this Agreement, which acceptance shall be evidenced by the execution of this Agreement prior to 10:00 p.m. Central Time, on September 18, 2007, by the undersigned Chairperson or such other officer or representative duly authorized for such purpose by the County Board of Commissioners of the County (the "County Board"). All capitalized, undefined terms used herein shall have the meanings ascribed to them in the Bond Resolution and the Official Statement, hereinafter defined.

**SECTION 1. REPRESENTATIONS AND AGREEMENTS.**

By the County's acceptance of this Agreement, the County hereby represents and agrees with the Underwriter that:

(a) The County is a political subdivision duly organized and existing under the laws of the State of Nebraska (the "State") and is authorized and empowered pursuant to the provisions of the constitutional and statutory authority (the "Authorizing Legislation") cited in the Resolution authorizing the issuance and delivery of the Bonds to be adopted by the County Board on September 18, 2007, (the "Bond Resolution"), to issue and sell the Bonds on behalf of the County for the purposes specified therein and to pledge the full faith, credit and resources of the County as provided in the Bond Resolution for the payment of the principal of, premium, if any, and interest on the Bonds.

(b) The County has complied with all provisions of the Authorizing Legislation and the Constitution and laws of the State and has full power and authority to consummate all transactions contemplated by this Agreement, the Bonds and the Bond Resolution and all authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction over the subject matter have been duly obtained timely as required (except for any approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds).

(c) The Bond Resolution, as adopted and when certified and delivered on behalf of the County Board, will be in the form approved by the County on the date hereof, with only such changes therein or modifications thereof as to which the Underwriter, the County and Bond Counsel shall mutually agree. If any changes in or modifications to the Bond Resolution are not acceptable to the Underwriter, the Underwriter shall have the right to cancel its obligations to purchase the Bonds hereunder. This Agreement and the Bond Resolution, when executed and delivered or as adopted and delivered, will constitute valid and binding obligations of the County, enforceable in accordance with their respective terms. The Bonds, when issued, delivered and paid for as herein provided, will have been duly executed, authenticated, issued and delivered and will constitute valid and binding obligations of the County payable as to principal, premium, if any, and interest and being secured as provided in the Bond Resolution, enforceable in accordance with their terms and entitled to the benefits and security of the Bond Resolution.

(d) The County will apply the proceeds from the sale of the Bonds as specified in the Bond Resolution and in the Official Statement, hereinafter defined.

(e) The Preliminary Official Statement, dated September 18, 2007, (the "Preliminary Official Statement"), has been duly authorized and delivered by the County and the County has consented to the use of the Preliminary Official Statement.

(f) The County agrees to deliver to the Underwriter, at such addresses as the Underwriter shall specify, as many copies of the Official Statement dated the date of this Agreement, relating to the Bonds as the Underwriter shall reasonably request as necessary to comply with paragraph (b)(3) of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule") and with Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board. The County agrees to deliver such copies of the Official Statement (which shall be a final official statement, as such term is defined in the Rule, as of its date) within seven business days after the execution of this Agreement.

(g) The information contained in the Preliminary Official Statement and the final Official Statement, in substantially the form of the Preliminary Official Statement, and in any amendment or supplement that may be authorized for use by the County with respect to the Bonds (hereinafter collectively referred to as the "Official Statement") did not, does not and, as of the Closing Time (hereinafter defined), will not contain any untrue statement of a material fact and did not, does not and will not omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

(h) The County has duly authorized all necessary action to be taken for: (1) the issuance and sale of the Bonds upon the terms set forth herein and in the Bond Resolution and Official Statement; (2) the approval of the Preliminary Official Statement and the approval and execution of the Official Statement; (3) the execution, delivery, receipt and due performance of this Agreement, the Bonds, the Bond Resolution, and any and all such other agreements and documents as may be required to be executed, delivered and received in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Official Statement; and (4) the carrying out, giving effect to and consummation of the transactions contemplated hereby and by the Official Statement.

(i) To the best of the County's knowledge, there is no action, suit, proceedings, inquiry or investigation at law or in equity or before or by any court, public board or body pending or threatened in writing against or affecting the County (1) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the levy and collection of ad valorem taxes pledged to pay debt service with respect to the Bonds, or (2) wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or by the Official Statement or the validity of the Bonds, this Agreement, the Bond Resolution, or any agreement or instrument to which the County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement.

(j) To the best of the County's knowledge, the execution and delivery of the Official Statement, this Agreement, the Bonds, the Bond Resolution, and the other agreements contemplated hereby and by the Official Statement, and compliance with the provisions thereof, will not conflict with or constitute on the part of the County a breach of or a default under any existing law, court or administrative regulation, decree or order or any resolution, agreement, indenture or other instrument to which the County is subject or by which it is or may be bound nor will such execution and delivery or performance and compliance with the terms thereof result in the creation or imposition of any lien, charge or other encumbrance of any nature whatsoever upon any of its property or assets except as provided in the Bonds and the Bond Resolution. The County is not at present in default and has never been in default with respect to the payment of any principal of or interest on any bond or other evidence of indebtedness for borrowed money.

(k) The County has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon.

(l) Any certificate signed by the Chairperson or any of the duly authorized officials and representatives of the County and delivered to the Underwriter shall be deemed a representation made by the County to the Underwriter as to the statements made therein.

(m) The County will not amend or supplement the Official Statement without prior notice to and the consent of the Underwriter and will advise the Underwriter promptly in the event the County learns of the institution of any proceedings before or by any court, public board or body or otherwise affecting the use of the Official Statement in connection with the offer and sale of the Bonds.

(n) If at any time when a copy of the Official Statement should be delivered in connection with offers and sales of the Bonds, any event occurs as a result of which the Official Statement, as then amended or supplemented, would include any untrue statement of a material fact, or omit to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, the County will cooperate with the Underwriter in the prompt preparation of the amendment or supplement which will correct such statement or omission.

(o) If applicable, the County will cooperate with the Underwriter in qualifying the Bonds for offer and sale under the securities or Blue Sky laws of such jurisdictions of the United States as the Underwriter may request, provided, however, that the County is not required to consent to suit or to service of process in any jurisdictions or otherwise to waive any defenses that the County might have under the laws of the United States of America. If applicable, the County consents to the use by the Underwriter in the course of the Underwriter's compliance with the securities or Blue Sky laws of the various jurisdictions of the documents relating to the Bonds, subject to the right of the County to withdraw such consent for cause by written notice to the Underwriter. Prior to the earlier of (i) receipt of written notice from the Underwriter that Official Statements are no longer required under the Rule or (ii) 90 days after the "end of the underwriting period" (as such term is defined in the Rule) or (iii) if a copy of the Official Statement is available to any person from a nationally recognized municipal securities information repository, 25 days after the "end of the underwriting period," the County shall provide the Underwriter with such information regarding the current financial condition and ongoing operations of the County as the County shall deem material and such other information concerning the County as the Underwriter reasonably request. The Underwriter shall give notice to the County on the date after which no "participating underwriter", as such term is defined in the Rule, remains obligated to deliver copies of the Official Statement pursuant to paragraph (b)(4) of the Rule.

## SECTION 2. PURCHASE, SALE AND DELIVERY OF THE Bonds.

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth, at the Closing Time the Underwriter agrees to purchase from the County and the County agrees to sell to the Underwriter all (but not less than all) of the Bonds at an aggregate purchase price of \$1,965,000 (which purchase price takes into consideration underwriter's discount in the amount of \$35,000), plus accrued interest from date of delivery, if any, to the Closing Date.

The Bonds shall be issued under and secured as described in the Bond Resolution and the Official Statement. The Bonds shall be subject to redemption prior to maturity pursuant to the terms and provisions of the Bond Resolution.

The Bonds shall bear interest at the rates per annum and mature in the principal amounts as set forth on Exhibit A attached hereto.

The Underwriter agrees to make a bona fide public offering of the Bonds at the initial offering price or prices which do not exceed (or at public offering yields which are not less than) those set forth in the Official Statement; provided, however, that the Underwriter reserves the right to make concessions to dealers (including dealers depositing the Bonds into investment trusts) and to change such initial offering price or prices (or yields) as the Underwriter shall deem necessary in connection with the offering of the Bonds.

Delivery of the Bonds shall be made in New York, New York at the Closing Time, to the Underwriter through the facilities of The Depository Trust Company in New York, New York, or at such other address as the Underwriter shall direct. Except for purposes of delivery of the Bonds to the Underwriter, the Closing shall take place at the offices of Ameritas Investment Corp., Omaha, Nebraska. Payment for the Bonds shall be made by the Underwriter in same-day federal funds payable to the County Treasurer (for deposit as designated in the Bond Resolution) at 8:00 A.M., Central Time, on or about October 17, 2007, or at such other place, time and date as shall be mutually agreed upon by the County and the Underwriter. The delivery of and payment for the Bonds is herein called the "Closing". The date of such delivery and payment is herein called the "Closing Date," and the hour and date of such delivery and payment is herein called the "Closing Time". The delivery of the Bonds shall be made in definitive form, bearing CUSIP numbers (provided neither the printing of a wrong number on any Bond nor the failure to print a number thereon shall constitute cause to refuse delivery of any Bonds) and issued in fully registered form as directed by the Underwriter on behalf of the Underwriter. The Bonds shall be available for examination and packaging by the Underwriter at least seventy-two (72) hours prior to the Closing Time.

### SECTION 3. CONDITIONS TO THE UNDERWRITER'S OBLIGATIONS.

The Underwriter's obligations hereunder shall be subject to the due performance by the County of the obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy of and compliance with the representations contained herein, as of the date hereof and as of the Closing Time, and are also subject to the following conditions being satisfied as of the Closing Time:

(a) The Bonds shall have been duly authorized, executed and delivered in substantially the form provided for by the Bond Resolution with only such changes therein as shall be mutually agreed upon by the County and the Underwriter.

(b) At the Closing Time, the Underwriter shall receive:

(1) The approving opinion of Rembolt Ludtke LLP, Bond Counsel, dated the Closing Date and addressed to, or accompanied by a "reliance letter" addressed to, the Underwriter.

(2) A certificate of the County signed by the Chairperson or other duly authorized officer or representative, dated as of the Closing Date and in form and substance satisfactory to the Underwriter, to the effect that: (i) the County has duly performed all of its obligations to be performed at or prior to the Closing Time and that each of its representations contained herein is true as of the Closing Time; (ii) the County has authorized, by all necessary action; the execution, delivery, receipt and due performance of the terms and provisions of the Bonds, the Bond Resolution, this Agreement, and any and all such other agreements and documents as may be required to be executed, delivered and received by the County to carry out, give effect to and consummate the transactions contemplated hereby and by the Official Statement; (iii) to the best of the County's knowledge, no litigation is pending or threatened as described or contemplated by Section 1(i) of this Agreement; and (iv) to the best of the County's knowledge, the execution, delivery, receipt and due performance of the Bonds, the Bond Resolution, this Agreement, and the other agreements contemplated hereby and by the Official Statement under the circumstances contemplated hereby and thereby and compliance with the provisions thereof will not conflict with or constitute a breach of or a default under any existing law, court or administrative regulation, decree or order or any resolution, agreement, indenture or other instrument to which the County is subject or by which it is or may be bound;

(3) A certified copy of the Bond Resolution;

(4) A certificate of the County signed by the Chairperson, Treasurer or other authorized officer setting forth the reasonable expectations of the County deemed necessary and appropriate by Bond Counsel to support the conclusion that the Bonds will not be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code.

(5) Such additional certificates and other documents as the Underwriter and Bond Counsel may reasonably request to evidence performance of or compliance with the provisions hereof and the transactions contemplated hereby and by the Official Statement (and, if applicable, the requirements of any bond insurer), all such certificates and other documents to be satisfactory in form and substance to the Underwriter and Bond Counsel.

All the opinions, letters, certificates, instruments and other documents mentioned in this Agreement shall be deemed to be in compliance with this Agreement if, but only if, they are in form and substance satisfactory to Bond Counsel and the Underwriter.

If the County shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Agreement, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the County shall have any further obligations hereunder, except as provided in Section 7. However, the Underwriter may in its discretion waive one or more of the conditions imposed by this Agreement for the protection of the Underwriter and proceed with the Closing.

### SECTION 4. THE UNDERWRITER'S RIGHT TO CANCEL.

The Underwriter shall have the right to cancel its obligations to purchase the Bonds by notifying the County of its election to do so, if between the date hereof and the Closing (i) legislation shall have been introduced in or enacted by the Congress of the United States, or shall have been favorably reported out of committee, or a decision shall have been rendered by a court of the United States or the Tax Court of the United States, or a ruling shall have been made or proposed by the Treasury Department of the United States or the Internal Revenue Service, with respect to Federal Taxation upon revenues or other income of the general character to be derived by the County as described in the Official Statement or upon interest received on obligations of the general character of the Bonds, or (ii) there shall exist an event which, in the Underwriter's reasonable judgment, materially adversely affects the market for the Bonds, which, in the Underwriter's reasonable judgment either (A) makes untrue or incorrect any material respect, as of such time, any statement or information contained in the Official Statement or adversely affects the exemption of the interest on the Bonds from Nebraska income taxes or (B) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect or (iii) there shall have occurred any outbreak of hostilities or other local, national or international calamity or crisis on the financial markets of the United States being such as, in the Underwriter's reasonable judgment, would make it impracticable for the Underwriter to market the Bonds or enforce contracts for the sale of the Bonds, or (iv) there shall be in force a general suspension of trading on the New York Stock Exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in full force on the New York Stock Exchange, whether by virtue of a determination by that Stock Exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction, or (v) a general banking moratorium shall have been declared by either Federal or New York authorities having jurisdiction and be in force or (vi) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the issuance, offering, sale or distribution of obligations of the general character of the Bonds is in violation of any provisions of the Securities Act of 1933 or of the Trust Indenture Act of 1939, or (vii) in the Congress of the United States legislation shall be enacted or a bill shall be favorably reported out of committee of either the House of Representatives or the Senate, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or any other agency of the Federal government having jurisdiction of the subject matter shall be made, to the effect that securities of the County, or of any similar public body are not exempt from the registration, qualification or other requirements of the Securities Act of 1933 or the Trust Indenture Act of 1939.

SECTION 5. CONDITIONS OF THE COUNTY'S OBLIGATIONS.

If the County is unable to satisfy the conditions to the obligations of the Underwriter contained in this Agreement, or if the obligations of the Underwriter are terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the County shall be under further obligation hereunder except their respective obligations with respect to payment of expenses as provided in Section 7.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY.

All of the County's representations and agreements shall remain operative and in full force and effect, regardless of any investigations made by the Underwriter on their behalf, and shall survive delivery of the Bonds to the Underwriter.

SECTION 7. PAYMENT OF EXPENSES.

Ameritas Investment Corp. agrees to pay all costs incident to the underwriting and sale of the Bonds including, bond counsel, printing of preliminary and final official statements, CUSIP and DTC charges. The County will pay publication costs, the fees and costs of the County Attorney, if any, and any other costs incurred by the County.

SECTION 8. MISCELLANEOUS AND NOTICE.

This Agreement shall inure to the benefit of the Underwriter and the County and their respective successors and assigns. Nothing in this Agreement is intended or shall be constructed to give any other person, firm or corporation any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. The terms "successor" and "assigns" as used in this Agreement shall not include any purchaser, acting in such capacity, of any of the Bonds from the Underwriter.

Any notice or other communication to be given to the County under this Agreement may be given by mailing or delivering the same in writing to Nancy Scheer, County Clerk; any notice or other communication to be given to the Underwriter under this Agreement may be given by mailing or delivery of the same in writing to the Underwriter as follows: Ameritas Investment Corp., 440 Regency Parkway Drive, Suite 222, Omaha, Nebraska 68114, Attention: John Trecek.

No officer, agent or any employee of the County shall be charged personally by the Underwriter with any liability, or held personally accountable to the Underwriter, under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, of this Agreement.

SECTION 9. APPLICABLE LAW; NONASSIGNABILITY.

This Agreement shall be governed by the laws of the State of Nebraska. This Agreement shall not be assigned by the County.

SECTION 10. EXECUTION OF COUNTERPARTS; EFFECTIVE UPON ACCEPTANCE.

This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. This Agreement shall supersede all previous agreements relating to the same subject matter between the parties and shall become effective upon acceptance by the County as evidenced by the execution hereof by the Chairperson of the County as set forth below.

EXHIBIT A TO THE BOND PURCHASE AGREEMENT

<u>Principal Amount</u>	<u>Maturing on May 15 of Year</u>	<u>Interest Rate Per Annum</u>
\$165,000	2008	3.500%
175,000	2009	3.550
180,000	2010	3.600
185,000	2011	3.625
195,000	2012	3.650
200,000	2013	3.700
210,000	2014	3.750
220,000	2015	3.800
230,000	2016	3.850
240,000	2017	3.950

Motion by Klein and second by Uhlir that the foregoing resolution and bond purchase agreement be adopted. Roll call vote: Ayes, McCallum, Uhlir, and Klein. Nays, none. Motion carried.

The following claims were audited:

GENERAL FUND		
Total Net Payroll		97,894.69
Ronald Albin	Legal Services, County Court	286.45
Alltel	Telephone Services, Planning and Zoning	73.57
Alltel	Telephone Services, County Extension	92.07
American Express	Services, County Sheriff	8.99
American Family Life Assurance Company	Insurance Premiums	644.10
Ameritas Life Insurance Corporation	Employee Share Retirement	6,354.47
Ameritas Life Insurance Corporation	Employer Share Retirement	9,331.54
Ameritas Life Insurance Corporation	Insurance Premiums	281.13
Sarah Amsberry	Mileage, Public Defender	14.55
American Planning Association	Publications, Planning and Zoning	154.85
Apex Therapy Services	Witness Fees, Public Defender	200.00
Appearra	Mat Service, Public Defender	29.22
Appearra	Mat Service, Courthouse	184.82
Aquila	Gas Service, Courthouse	205.93
Aquila	Gas Service, County Jail	432.33
Associated Psychologists & Counselors	Expert Witness Fees, Law Enforcement	375.00
AT & T	Telephone Service, Public Defender	126.48
Bank of Madison	Supplies, County Treasurer	100.00
Bankers United Life Assurance Company	Insurance Premiums	9.00
BankFirst	Repairs, Probation	556.00

Battle Creek Farmers Coop	Supplies, County Sheriff	14.53
Joan Baumgart	Rent, County Relief	250.00
Jennifer Birmingham	Legal Services, County Court	426.90
Fern Bledsoe	Services, Mileage, District Court	49.55
Broadwing Communications	Telephone Service, Probation	111.54
Brogan & Gray, P.C., L.L.O.	Legal Services, County Court	685.48
Joanie Brugger	Mileage, Meals, Victim Witness	151.85
BTS Inc.	Telephone Services, Probation	7,126.00
Cableone	Internet Service, Public Defender	88.45
Cahoy Auto Sales & Service	Services, Planning and Zoning	120.00
Capital One F.S.B.	Shipping, Law Enforcement	21.66
Carmichael Business Systems	Supplies, County Court	1,000.00
Jeanne Cattau	Expert Witness Fees, Law Enforcement	212.50
Cedar County Court	Copies, Law Enforcement	2.75
Central United Life Insurance Company	Insurance Premiums	50.84
City of Madison	Utilities, Public Defender	401.20
City of Madison	Utilities, Courthouse	2,165.60
City of Norfolk	Parking Fees, Veterans' Service Office	45.00
Colonial Life and Accident Insurance	Insurance Premiums	144.49
Connecting Point	Repairs, Equipment, County Treasurer	604.00
Connecting Point	Equipment, Services, County Sheriff	250.74
Connecting Point	Internet Services, Courthouse	17.90
Copple, Rockey & McKeever P.C., L.L.O.	Legal Services, County Court	3,430.85
Credit Management Services, Inc.	Garnish of Wages	99.41
Dakota Business Systems	Equipment Lease, Probation	72.00
DDSS Inc.	Software Services, County Sheriff	1,260.00
Department of Motor Vehicles	Copies, Law Enforcement	4.00
Candace Downey	Cleaning Services, Probation	100.00
Eakes Office Plus	Supplies, County Court	43.09
Eakes Office Plus	Supplies, County Attorney	726.96
Eakes Office Plus	Supplies, Probation	1,029.57
Electric Fixture & Supply	Supplies, Courthouse	184.03
Elkhorn Logan Valley Public Health Department	Administrative Expense, County Relief	6,317.31
Field's Hardware	Supplies, Courthouse	18.95
Field's Hardware	Supplies, County Jail	172.73
First Concord Benefits Group	Flexible Benefit Plan	2,140.97
Francotyp-Postalia Inc.	Postage, County Sheriff	38.75
Frontier	Telephone Services, Public Defender	247.39
Futureware Distributing Inc.	Computer Software, District Court	94.81
Gall's Inc.	Uniforms, County Sheriff	81.99
Gall's Inc.	Uniforms, Equipment, County Jail	1,544.96
Gordy's Towing & Repair	Repairs, County Sheriff	42.41
Kelly Grone	Cleaning Services, Probation	100.00
Hartford Life Insurance Company	Deferred Compensation	280.00
Hauge Associates Inc.	Garnish of Wages	124.87
Henry County Sheriff's Office	Service Fees, District Court	18.50
Marci Hjorth	Supplies, County Attorney	32.59
Hy-Vee East Pharmacy	Prescriptions, County Relief	338.92
Jack's Uniforms	Uniforms, County Sheriff	132.94
Jerry's Standard, Inc.	Fuel, County Sheriff	676.46
Johnson Engineering Company	Budget Preparation Services	1,500.00
Sharon Joseph	Mileage, Public Defender	14.55
Kathleen Laughlin	Garnish of Wages	76.62
Madison Ampride Inc.	Fuel, Courthouse	155.00
Madison Ampride Inc.	Fuel, County Sheriff	673.10
Madison County Clerk	Federal Tax Deposit	31,039.63
Madison County Clerk of District Court	Court Costs, District Court	1,157.00
Madison County Court	Copies, Public Defender	1.00
Madison County Court	Court Costs, County Court	1,396.75
Madison County Sheriff	Service Fees, District Court	221.41
Madison County Sheriff	Service Fees, County Court	930.66
Madison County Sheriff	Service Fees, Mental Health	911.86
Madison County Treasurer	Health Insurance Reimbursement	200.00
Madison County Veterinary Clinic	Boarding Fees, County Sheriff	61.00
Madison Star Mail	Publication Costs, Planning and Zoning	20.88
Natalie Malmberg	Interpreting Services, Public Defender	84.33
Christal McDonald	Court Reporting, Mental Health	300.00
Menards	Supplies, Probation	76.84
Microfilm Imaging Systems	Supplies, Services, Register of Deeds	172.00
Midwest Office Automations	Copier Maintenance, Probation	42.16
MIPS	Computer Support, County Clerk	483.18
MIPS	Computer Support, Supplies, County Treasurer	1,068.77
Morrissey Motor Company	Repairs, County Sheriff	233.19
Moyer, Egley, Fullner, Montag & Keenan	Legal Services, District Court	262.50
National Board of Trial Advocacy	Fees, County Attorney	365.00
Nebraska Association of County Officials	Registrations, County Officials	150.00
Nebraska Child Support Payment Center	Garnish of Wages	505.84
Nebraska Department of Revenue	State Income Tax	4,134.58
Nebraska Health & Human Services	State Institutions Funding	1,503.00
Melissa Nissen	Mileage, Public Defender	14.55

Norfolk Daily News	Subscription, Public Defender	112.00
Norfolk Daily News	Publication Costs, Courthouse	232.72
Norfolk Winnelson Company	Supplies, Courthouse	256.38
Norm Nykodym	Lawn Service, Public Defender	142.00
Valorie Olson	Court Reporting, Law Enforcement	66.20
Pizza Hut	Meals, District Court	49.26
Qwest	Telephone Service, Probation	70.34
Radio Shack Corporation	Supplies, County Sheriff	29.98
Reigle Implement Inc.	Repairs, Courthouse	12.60
Reynoldson's Inc.	Fuel, County Sheriff	651.35
William Rusk	Fuel, County Sheriff	10.00
Schroeder Land Surveying	Services, County Surveyor	1,520.00
Shell	Fuel, County Sheriff	2,990.71
Short Stop	Fuel, County Sheriff	637.13
Technology Center, L.L.C.	Services, Probation	25.00
The Day Companies	Rent, Probation	2,400.00
Trane	Maintenance, Courthouse	403.50
United Bank of Iowa	Equipment Rental, Probation	316.00
University of Nebraska	Registrations, Public Defender	140.00
Walmart Community	Supplies, Reappraisal	3.00
Melissa Wentling	Postage, Supplies, Public Defender	164.58
West Payment Center	Publication, Law Library	431.50
Western Office Plus	Supplies, County Clerk	212.96
Western Office Plus	Supplies, County Treasurer	10.68
Western Office Plus	Supplies, County Assessor	70.58
Western Office Plus	Supplies, District Court	57.42
Western Office Plus	Supplies, County Court	400.11
Western Office Plus	Supplies, Public Defender	374.67
Western Office Plus	Supplies, County Sheriff	33.99
Western Office Plus	Copier Maintenance, County Attorney	79.27
Western Office Plus	Supplies, Probation	41.55
White Star Oil Company	Fuel, County Sheriff	100.71
Zee Medical Service	Supplies, County Sheriff	33.55
Zippy Lube	Repairs, County Sheriff	36.03

#### ROAD/BRIDGE FUND

Total Net Payroll		23,147.26
Alltel	Telephone Service, District #2	57.69
American Family Life Assurance Company	Insurance Premiums	187.77
Ameritas Life Insurance Corporation	Employee Share Retirement	1,413.14
Ameritas Life Insurance Corporation	Employer Share Retirement	2,119.91
Ameritas Life Insurance Corporation	Insurance Premiums	60.34
Appeara	Towel Service, District #1, #2	258.00
Aquila	Gas Service, District #1	69.74
Asphalt and Concrete Materials	Asphaltic Materials, District #1	181.22
B's Enterprises	Culverts, Supplies, District #2, #3	1,982.40
Bankers United Life Assurance Company	Insurance Premiums	44.58
BankFirst	Repairs, District #2, #3	1,285.11
Battle Creek Farmers Coop	Fuel, District #1, #2, #3	13,682.93
Battle Creek Municipal Light & Power	Utilities, District #3	129.68
Bauer Built Inc.	Repairs, District #1, #2, #3	2,314.17
BC Pit Stop, LLC	Fuel, District #3	98.00
Carhart Lumber Company	Supplies, District #3	83.25
Colonial Life and Accident Insurance	Insurance Premiums	90.11
Corvette Restorations	Repairs, District #1	771.16
Courtesy Ford Lincoln Mercury	Vehicle, District #3	26,207.00
D & M Machinery	Repairs, District #3	17.62
Dell Marketing LP	Equipment, District #2	2,433.64
Eisenmann Supplies, Inc.	Repairs, District #1	427.42
Elkhorn Valley Sand & Gravel	Gravel, District #2	272.15
Field's Hardware	Supplies, District #1	39.26
Filter Care of Nebraska	Services, District #1, #2	263.45
First Concord Benefits Group	Flexible Benefits Plan	570.73
Hartford Life Insurance Company	Deferred Compensation	40.00
Hegemann Sunflower Sales and Service	Repairs, District #1	54.32
Jebro Inc.	Asphaltic Materials, District #1, #2, #3	116,814.12
John Deere Credit	Equipment Rental, District #2	3,128.45
Kayton International Inc.	Repairs, District #1, #2	139.92
Kimball Midwest	Repairs, District #1	484.47
Lee Electric Inc.	Repairs, District #2	191.50
Light and Siren	Repairs, District #2	194.95
Linweld Inc.	Supplies, District #1, #3	142.61
Loup Power District	Utilities, District #1	89.87
Madison Ampride Inc.	Fuel, District #1	739.99
Madison County Clerk	Federal Tax Deposit	7,069.50
Madison County Treasurer	Tire Tax, District #3	6.00
Matteo Sand & Gravel Co. Inc.	Road Gravel, District #2, #3	25,551.08
Menards	Supplies, District #1, #3	181.96
Nebraska Child Support Payment Center	Garnish of Wages	230.77

Nebraska Department of Revenue	State Income Tax	886.18
Nebraska Machinery Company	Repairs, District #2, #3	1,154.69
Norfolk Auto Supply Inc.	Repairs, District #2, #3	562.80
Norfolk Implement	Repairs, District #2, #3	255.03
Nutra Flo Equipment Co.	Repairs, District #2	27.10
Pollock Redi Mix	Gravel, District #3	900.00
Progas LLC	Fuel, District #3	1,062.02
Quick Serve Oil Co. Inc.	Fuel, District #3	1,160.00
Red Bud Inc.	Repairs, Supplies, District #3	132.84
Reigle Implement Co. Inc.	Repairs, District #1	11.00
Scheer's Ace Hardware	Repairs, District #2	2.39
Cleon Schwede	Repairs, District #3	56.98
Sta-Bilt Construction Company	Armor Coat, District #1, #2, #3	78,705.00
Steffen	Repairs, District #1	1,264.00
Telebeep Wireless	Repairs, District #1	20.00
The Grove	Fuel, District #1	235.01
Truck Center of Norfolk	Repairs, District #1, #2	229.37
Van Diest Supply Company	Supplies, District #3	213.79
Vics Engine Service	Repairs, District #1	57.85
Weldon Industries Inc.	Repairs, District #1, #3	974.72

FEDERAL AID SECONDARY FUND

B's Enterprises Inc.	Contract Services	41,408.19
Central Sand & Gravel	Road Gravel	32,616.00
Richard and Roger Hahn	Right-of-Way Purchase	3,985.80
Madison County Register of Deeds	Filing Fees	98.50
Matteo Sand and Gravel Company Inc.	Gravel, Armor Coat	10,455.46
Meisinger Oil Co. Inc.	Fuel	34,331.76
Sem Materials LP	Contract Services	70,332.09

DRUG COURT FUND

Redwood Toxicology Laboratory	Drug Testing	178.10
Dr. Mark Stortvedt	Mileage	263.84

NOXIOUS WEED FUND

Total Net Payroll		1,551.96
Ameritas Life Insurance Corporation	Employee Share Retirement	55.19
Ameritas Life Insurance Corporation	Employer Share Retirement	82.78
Madison County Clerk	Federal Tax Deposit	417.45
Nebraska Department of Revenue	State Income Tax	50.03

The Board adjourned at 11:09 A.M. to Tuesday, October 2, 2007 at 9:30 A.M.

\_\_\_\_\_  
County Clerk

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Chairman