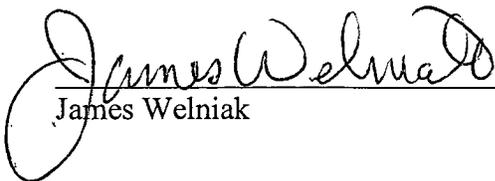


ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF MEETING

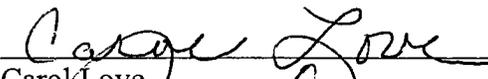
The undersigned Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska, hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said District and the agenda for such meeting held at 6:30 o'clock p.m. on Tuesday, June 27, 2012, at Chalco Hills Recreation Area Visitor's Center, 8901 South 154th Street, Omaha, Nebraska.



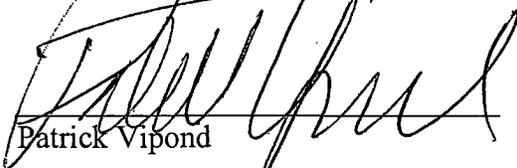
Walt Dworak



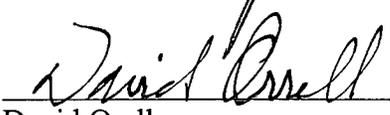
James Welniak



Carol Love



Patrick Vipond



David Orell

CERTIFICATE

The undersigned hereby certify that they are the Chairman and Clerk of Sanitary and Improvement District Number 230 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 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.

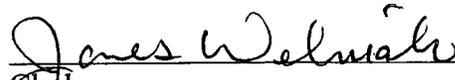
5. The minutes of the Meeting were in written form and available for public inspection within ten (10) working days after the Meeting or prior to the next convened meeting, whichever occurred earlier, at the office of the District; within thirty (30) days after the date of the Meeting, a copy of the 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 16 day of July, 2012.



Chairman



Clerk

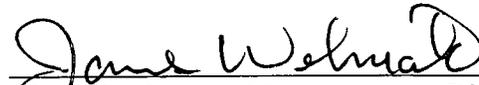
**SANITARY AND IMPROVEMENT DISTRICT NO. 230
OF SARPY COUNTY, NEBRASKA**

Agenda for Trustees' meeting to be held June 27, 2012, at 6:30 p.m. at Chalco Hills Recreation Area Visitor's Center, 8901 South 154th Street, Omaha, Nebraska, which meeting will be open to the public.

1. Announcement in Compliance with Open Meetings Act.
2. Approve Minutes of May 21, 2012 meeting.
3. Resident Concerns.
4. Engineers Report.
 - A. Status of Pavement Reconstruction Project.
 - B. Review of Pay Estimate #1.
5. Ameritas Financing Commitment.
6. Accountants Engagement Letter.
7. Payment of Bills
8. Set Date for Next Meeting.

CERTIFICATE

The undersigned Clerk of the above-designated District certifies that the foregoing agenda was prepared and available for public inspection at the address shown in the notice of the meeting prior to the commencement of the meeting and no items were added to the agenda after the commencement of the meeting.



Clerk, Sanitary and Improvement District
No. 230 of Sarpy County, Nebraska

**SANITARY AND IMPROVEMENT DISTRICT NO. 230
OF SARPY COUNTY, NEBRASKA**

**Minutes of Meeting of Board of Trustees
June 27, 2012**

A meeting of the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska was convened in open and public session on June 27, 2012 at 6:30 p.m. at Chalco Hills Recreation Area Visitor's Center, 8901 South 154th Street, Omaha, Nebraska.

Present were: Chairman Walt Dworak and Trustees Carol Love, David Orrell and Patrick Vipond.

Absent: Clerk James Welniak.

Also present: Engineer Jim Olmsted and Construction Supervisor Jeff Frey of Olmsted & Perry Consulting Engineers, Inc. and Attorney Larry Forman.

Notice of the meeting was given in advance thereof by publication in the Papillion Times on June 20, 2012, and the attorney presented proof of publication of said notice, a copy of said proof being attached to these minutes. Advance notice was also given to the members of the Board of Trustees and a copy of their acknowledgment of receipt of such notice is attached to these minutes. Notice was also given to the County Clerk of Sarpy County, Nebraska per the attached Certificate of the Clerk of the District. Availability of the agenda was communicated in the advance notice and in the notice given to the Board of Trustees and to the County Clerk. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

In the absence of the Clerk, Trustee Carol Love was designated Acting Clerk for purposes of this meeting.

The Chairman stated that the first item of business on the agenda was an announcement in compliance with the Nebraska Open Meetings Act. He stated that in compliance with the Act, a current copy of the Nebraska Open Meetings Act was available for review on the table at which the Board Members were seated.

The Chairman stated that the next item of business on the agenda was approval of the minutes of the May 21, 2012 meeting. After brief discussion, the minutes were approved as submitted.

The Chairman stated that the next item of business on the agenda was resident concerns. No resident concerns were voiced.

The Chairman stated that the next item of business on the agenda was the Engineers Report. Engineer Jim Olmsted reported as follows:

A. Status of Pavement Reconstruction Project. Mr. Olmsted called upon Construction Supervisor Jeff Frey who reviewed the progress to date of OMG Midwest, Inc. Mr. Frey requested that any concerns regarding the Pavement Reconstruction Project should be submitted to him on his cell phone at (402) 699-1095. He stated that the Contractor is going to be distributing a flyer throughout the District regarding the project and he stated that that phone number will appear on the flyer. Mr. Frey displayed a plat of the District and pointed out the areas where patching and driveway approaches have now been completed. He stated that the Contractor intends to apply the surface asphalt coat on the roadways in the southern half of the District on July 2 and 3. In response to questioning, Mr. Frey stated that the surface will be driveable within a few hours after installation. He stated that OMG will be going door-to-door to distribute flyers throughout the District advising residents of the proposed schedule of work to be done and requesting cooperation in the parking of vehicles in such a manner as to not impede progress on the project. In response to another question, Mr. Frey stated that the leveling course is spread over the street surface at the same time the overlay is being applied. Jim Olmsted stated that while the original target date for completion of the work was July 1, it was necessary to roll that date back in order to allow the Contractor time to process the contract paperwork and secure the necessary bonds in its correct new name. He stated that at the present time, the Contractor believes it will be feasible to complete the project by July 15 but would like the deadline extended to August 1 in order to allow ample time for potential weather delays and completion of punch list items. The Trustees agreed with this revised schedule and expressed their approval with the work done to date by the Contractor. Mr. Olmsted stated that the Contractor had also inquired as to the parking of vehicles used in connection with the project over the July 4th holiday so as to avoid creating any problems within the District. The Chairman recommended that any such vehicles could be parked along the east edge of his lot. Mr. Olmsted stated that he would notify the Contractor accordingly and we request that any vehicles stored in such a fashion be marked with cones or flashing lights.

B. Review Pay Estimate #1. Mr. Olmsted distributed to the Trustees copies of Pay Estimate #1 showing that the Contractor has completed work totaling \$85,338.41 as of June 14, 2012 entitling it to payment at this time in the amount of \$76,804.57. Mr. Olmsted also submitted to the Trustees copies of Recommendation of Payment #1 recommending payment to the Contractor at this time in the amount of \$76,804.57. Copies of the Pay Estimate and Recommendation of Payment are attached to these minutes. After brief discussion, the Trustees approved the Recommendation of Payment, indicating that warrants in the appropriate amount would be approved during the portion of the meeting dealing with the payment of bills.

The Chairman stated that the next item of business on the agenda was the Ameritas financing commitment. The Attorney submitted to the Trustees copies of the Agreement between the District and Ameritas Investment Corp. for the purchase of warrants in the amount of \$565,000.00 in connection with the 2012 Pavement Reconstruction Project. Following brief review of the Agreement, upon motion duly made, seconded and roll call vote taken in open session convened, the votes being as follows:

Walt Dworak	- Aye
James Welniak	- Absent
David Orell	- Aye
Carol Love	- Aye
Patrick Vipond	- Aye

the following resolutions were adopted:

RESOLVED, that the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska does hereby approve the form and content of the financing agreement between the District and Ameritas Investment Corp. a copy of which Agreement is attached to these minutes regarding costs to be incurred in connection with 2012 Pavement Reconstruction.

FURTHER RESOLVED, that the Chairman and Acting Clerk of the District be and hereby are authorized and directed to execute two copies of such Agreement for and on behalf of the District.

The Chairman stated that the next item of business on the agenda was the Accountant engagement letter. Mr. Forman presented to the Trustees copies of an engagement letter from Dutton & Associates dated May 22, 2012 regarding budgeting and auditing services for the District for the

coming year. He stated that this letter appeared to be identical to the engagement letter approved in 2011. After brief discussion, upon motion duly made, seconded and roll call vote taken in open session convened, the votes being as follows:

Walt Dworak	- Aye
James Welniak	- Absent
David Orell	- Aye
Carol Love	- Aye
Patrick Vipond	- Aye

the following resolution was adopted:

RESOLVED, that the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska, does hereby approve the engagement letter for accounting services as presented by Dutton & Associates dated May 22, 2012, a copy of which is attached to these minutes.

FURTHER RESOLVED, that the Chairman of the District be and hereby is authorized and directed to execute two copies of such engagement letter for and on behalf of the District.

The Chairman stated that the next item of business on the agenda was payment of bills. The Clerk presented the following statements for payment through the District's Construction Fund:

Hillman, Forman - 2012 Pavement Reconstruction legal fees	\$4,254.23
Olmsted & Perry Consulting Engineers - 2012 Paving Project	\$9,317.90
Olmsted & Perry Consulting Engineers - 2012 Paving Project	\$8,804.72
OMG Midwest, Inc. - 2012 Paving Project Pay Est. #1	\$76,804.57

In accordance with its contract with the District, Ameritas Investment Corp. is entitled to a fee in the amount of 5% of the construction fund warrants issued, or \$4,959.07, and recommended payment therefore in the total amount of \$104,137.49.

Upon motion duly made, seconded and roll call vote taken in open session convened, the votes being as follows:

Walt Dworak	- Aye
James Welniak	- Absent
David Orell	- Aye
Carol Love	- Aye
Patrick Vipond	- Aye

the following resolutions were adopted:

RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska, that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Warrants No. 549 through 570 to the following payees and in the following amounts, said warrants to be drawn on the Construction Fund of the District and to draw interest at the rate of 7% per annum and to be redeemed no later than five years from the date of issuance, subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska, after notice is given as required by law, to-wit:

#549	Hillman, Forman - legal fees & costs	\$4,254.23
#550	Olmsted & Perry - Inv #05-11084	\$5,000.00
#551	Olmsted & Perry - Inv #05-11084	\$4,317.90
#552	Olmsted & Perry - Inv #06-11084	\$5,000.00
#553	Olmsted & Perry - Inv #06-11084	\$3,804.72
#554	OMG Midwest - Pay Estimate #1	\$5,000.00
#555	OMG Midwest - Pay Estimate #1	\$5,000.00
#556	OMG Midwest - Pay Estimate #1	\$5,000.00
#557	OMG Midwest - Pay Estimate #1	\$5,000.00
#558	OMG Midwest - Pay Estimate #1	\$5,000.00
#559	OMG Midwest - Pay Estimate #1	\$5,000.00
#560	OMG Midwest - Pay Estimate #1	\$5,000.00
#561	OMG Midwest - Pay Estimate #1	\$5,000.00
#562	OMG Midwest - Pay Estimate #1	\$5,000.00
#563	OMG Midwest - Pay Estimate #1	\$5,000.00
#564	OMG Midwest - Pay Estimate #1	\$5,000.00
#565	OMG Midwest - Pay Estimate #1	\$5,000.00
#566	OMG Midwest - Pay Estimate #1	\$5,000.00
#567	OMG Midwest - Pay Estimate #1	\$5,000.00
#568	OMG Midwest - Pay Estimate #1	\$5,000.00
#569	OMG Midwest - Pay Estimate #1	\$1,804.57
#570	Ameritas Investment Corp - 5% Fee	\$4,959.07

FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska, that both they and the District hereby find and determine and covenant, warrant and agree as follows: the improvements and/or facilities being financed or refinanced by the above warrants are for essential governmental functions and are designed to serve members of the general public on an equal basis; all said improvements have from the time of their first acquisition and construction been owned, are owned and are to be owned by the District or another political subdivision; to the extent special assessments have been or are to be levied for any of said improvements, such special assessments have been or are to be levied

under Nebraska law as a matter of general application to all property specially benefitted by said improvements in the District; the development of the land in the District is for residential or commercial use and the development of the land in the District for sale and occupation by the general public has proceeded and is proceeding with reasonable speed other than any incidental use for 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 authorized 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. 230 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 obligation" under Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 as amended and covenants and warrants that the District does not reasonably expect to issue warrants or bonds or other obligations aggregating in the principal amount of more than \$5,000,000 during the calendar year in which the above warrants are to be issued.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska that this and the preceding Resolutions are hereby adopted as the Certificate With Respect to Arbitrage of the District pertaining to the above warrants and the District and the Chairman and Clerk of the District hereby further certify, as of the date of the registration of the above warrants with the County Treasurer of Sarpy County, Nebraska as follows:

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

which is to be expended for payment of principal and interest on the above warrants within 13 months after receipt of such monies, plus that amount arrived at pursuant to the immediately preceding sentence, will not be invested in any securities or any other investment obligations which bear a yield, as computed in accordance with the actuarial method in excess of the yield on the above warrants.

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

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

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

The Clerk next presented the following statement for payment from the District's general fund:

Hillman, Forman - legal fees and expenses	\$3,927.90
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Upon motion duly made, seconded and roll call vote taken in open session convened, the votes being as follows:

Walt Dworak	- Aye
James Welniak	- Absent
David Orell	- Aye
Carol Love	- Aye
Patrick Vipond	- Aye

the following resolution was adopted:

RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska, that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Warrant No. 571 to the following payee and in the following amount, said warrant to be drawn on the General Fund of the District and to draw interest at the rate of 7% per annum and to be redeemed no later than three years from the date of issuance, subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska, after notice is given as required by law, to-wit:

#571 Hillman, Forman - legal fees and expenses	\$3,927.90
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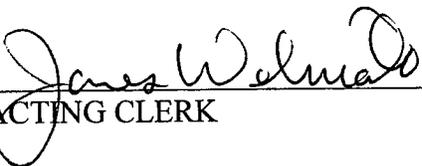
The Chairman stated that the next item of business on the agenda was setting the time and place for the next meeting of the Board. After brief discussion, it was determined that the next Trustees meeting will be held on Tuesday, July 31, 2012, beginning at 6:30 o'clock p.m. at Chalco Hills Recreation Area Visitors Center, 8901 South 154th Street, Omaha, Nebraska. The Trustees directed the Attorney to contact Accountant Pat Lavelle to request his attendance at that meeting for the purpose of presenting and reviewing a preliminary budget for the District for the coming fiscal year.

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



CHAIRMAN

ATTEST:



ACTING CLERK

APPLICATION FOR PAYMENT

No.: 1

To: SANITARY AND IMPROVEMENT DISTRICT NO. 230 - CINNAMON ACRES (OWNER)

From: OMG MIDWEST, INC. (CONTRACTOR)

Contract: 2012 PAVEMENT RECONSTRUCTION

Project: SID NO. 230, 2012 PAVEMENT RECONSTRUCTION

OWNER's Contract No.: ? ENGINEER's Contract No.: 11084

For Work accomplished through the date of: June 14, 2012

Table with 2 columns: Description and Amount. Rows include Original Contract Price (\$439,156.40), Net change by Change Orders and Written Amendments (+/-) (0.00), Current Contract Price (1 +/- 2) (\$439,156.40), Total completed and stored to date (\$85,338.41), Retainage (per Agreement) with sub-rows for 10% of completed work (\$8,533.84) and 0% of stored material (0.00), Total Retainage (\$8,533.84), Total completed and stored to date less retainage (4 minus 5) (\$76,804.57), Less previous Application for Payments (0.00), and DUE THIS APPLICATION (6 MINUS 7) (\$76,804.57).

Accompanying Documentation: SEE ATTACHED SCHEDULE OF VALUES (OMG MIDWEST, INC. FORM)

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through ___ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated JUNE 15, 2012

OMG MIDWEST, INC. CONTRACTOR

By: [Signature]

State of NEBRASKA

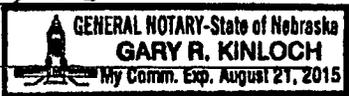
County of SARPIA

Subscribed and sworn to before me this 15TH

day of JUNE 2012

[Signature]

Notary Public My Commission expires:



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 6-19-12

OLMSTED & PERRY CONSULTING ENGINEERS INC. ENGINEER

By: [Signature] Steven W. Perry, P.E.

OMG MIDWEST, INC.
 14012 GILES ROAD
 OMAHA, NE 68138

DATE: 6/15/12
 ESTIMATE #: #1
 JOB #: 612202

OWNER / ENGINEER

Olmsted & Perry Consulting Engineers
 10730 Pacific St, Suite #232
 Omaha, NE 68114

PROJECT DESCRIPTION

SID #230 - Cinnamon Acres
 2012 Pavement Reconstructi on
 168th & Cornhusker Road

ITEM #	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	QUANTITY TO DATE	TOTAL PRICE
1	SITE PREPARATION / MOBILIZATION / BARRICADING	1.00	LS	4,975.00	0.50	2,487.50
2	REMOVE, REPAIR, AND REPLACE ACC PAVEMENT	1,709.00	SY	38.40	1,650.71	63,387.26
3	SAWCUT & REMOVE P.C. CONCRET E DRIVEWAY	116.00	EA	296.00	20.00	5,920.00
4	REMOVE & REPLACE P.C. CONCRET E DRIVEWAY	32.00	SY	77.10		0.00
5	SEAL JOINT	2,079.00	LF	2.20	1,000.00	2,200.00
6	REPAIR JOINT (0-12" WIDTH)	863.00	LF	9.25	615.00	5,688.75
7	REPAIR JOINT (13"-24" WIDTH)	408.00	LF	9.65	586.00	5,654.90
8	REPAIR JOINT (25" - 36" WIDTH)	47.00	LF	29.00		0.00
9	CONSTRUCT CONCRETE CROSS PAN	66.00	SY	96.00		0.00
10	CONSTRUCT 18-INCH P.C. CONCRET E CURB & GUTTER	192.00	LF	23.80		0.00
11	ASPHALT CONCRETE LEVELING COURSE	55.00	TS	92.10		0.00
12	ASPHALTIC CONCRETE OVERLAY	3,496.00	TS	82.50		0.00
13	DITCH GRADING & CLEANING	435.00	LF	7.25		0.00
14	INSTALL 12-INCH CSP CULVERT	35.00	LF	38.60		0.00
15	TESTING ALLOWANCE	1.00	LS	2,500.00		0.00
16	STAKING ALLOWANCE	1.00	LS	2,500.00		0.00

TOTAL COMPLETED & STORED TO DATE	85,338.41
LESS RETAINAGE 10%	8,533.84
WORK COMPLETED LESS RETAINAGE	76,804.57
TOTAL PAID PREVIOUS ESTIMATES	0.00
AMOUNT OWED THIS PAY ESTIMATE	76,804.57

RECOMMENDATION OF PAYMENT

No.: 1

OWNER's Project No.: 11084 ENGINEER's Project No.: 11084
Project: 2012 PAVEMENT RECONSTRUCTION
SID NO. 230 (CINNAMON ACRES)

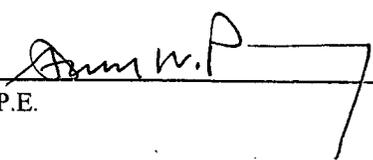
CONTRACTOR: OMG MIDWEST, INC.
Contract For: 2012 PAVEMENT RECONSTRUCTION
Application Date: June 15, 2012 Contract Date: April 30, 2012
For Period Ending: June 14, 2012 Application Amount: \$ 76,804.57

To: SID NO. 230 OF SАРY COUNTY
OWNER

Attached hereto is the CONTRACTOR's Application for Payment for Work accomplished under the Contract through the date indicated above. The Application meets the requirements of the Contract Documents and includes the CONTRACTOR's Certificate stating that all previous payments to him under the Contract have been applied by him to discharge in full all of his obligations in connection with the Work covered by all prior Applications for Payments.

In accordance with the Contract, the undersigned recommends payment to the CONTRACTOR of the amount due as shown below.

OLMSTED & PERRY CONSULTING ENGINEERS INC.
ENGINEER

Dated: June 19, 2012 By: 
Steven W. Perry, P.E.

STATEMENT OF WORK

Original Contract Price	\$ 439,156.40	Work to Date	\$ 85,338.41
Net Change Orders	-/+ <u>0.00</u>	Amount Retained (<u>10%</u>)	- <u>8,533.84</u>
Current Contract Price	\$ <u>439,156.40</u>	Subtotal	\$ 76,804.57
Work to be Done	\$ <u>353,817.99</u>	Previous Payments Recommended	- <u>0.00</u>
		AMOUNT DUE THIS PAYMENT	\$ 76,804.57

440 Regency Parkway Drive, Suite 222 / Omaha, NE 68114-3742
 Bus: 402-384-8100 / Toll Free: 800-700-2362 / Fax: 402-384-8099

AGREEMENT

This Agreement made and entered into this 27 day of June, 2012 by and between Ameritas Investment Corp. (AIC), and Sanitary and Improvement District No. 230 of Sarpy County, Nebraska; (the District).

WHEREAS, the District has advised AIC that it desires to make certain improvements in and for Sanitary and Improvement District No. 230 of Sarpy County, Nebraska; and

WHEREAS, the District has asked AIC to aid the District in obtaining the necessary funds to make such improvements by acting as its Investment Banker and providing such necessary services; and

WHEREAS, AIC is willing to accept such employment as Investment Banker under the terms of this Agreement and provide the District with such necessary banking services.

NOW THEREFORE, in consideration of the mutual promises of each of the parties hereto it is hereby agreed as follows:

1. IMPROVEMENT - Cinnamon Acres

The improvements to be made and financed by the bonds and the estimate of their costs shall be as follows:

<u>Item</u>	<u>Construction</u>	<u>Total</u>	<u>General Obligation</u>
2012 Pavement Reconstruction	\$440,000	\$565,000	\$565,000

2. SERVICES TO BE PROVIDED BY AIC

Subject to the terms and conditions set forth herein, AIC agrees to act as (a) placement agent with regard to the marketing of the Warrants and (b) underwriter of the Bonds, when and if such Bonds are authorized and issued.

A. Placement Agent

- (1) AIC agrees to purchase and use its best efforts to place, at such times and in such amounts as AIC shall determine, Construction Fund Warrants in the approximate aggregate amount of \$565,000 (but not to exceed \$595,000) issued by the District in payment for services rendered by parties related to the improvements set forth in the Estimate. Such Construction Fund Warrants shall bear interest at a rate mutually acceptable to AIC and the District, which rate may by mutual agreement of the parties be changed from time-to-time, with such rate anticipated to initially be seven percent (7.00%) per annum. Construction Fund Warrants placed by AIC shall be purchased from the payee or payees thereof at the principal amount shown on each such Construction Fund Warrant without accrued interest within 30 days after receipt of the Warrant and accompanying approving legal opinion of bond counsel.
- (2) Interest shall accrue from the date of registration of the Construction Fund Warrants by the District and be payable by the District on **March 1, 2013**, and on each **March 1** thereafter so long as any Construction Fund Warrants remain outstanding; provided that Construction Fund Warrants shall not be deemed to be outstanding which were called for payment and for which the County Treasurer of the County wherein the District is located had sufficient funds to make such payment on or as of the date fixed for such payment.
- (3) The District will issue warrants to satisfy its obligations to make interest payments on the Construction Fund Warrants. AIC may, but is not obligated to, purchase such warrants to provide the cash to make interest payments to holders of Construction Fund Warrants. In the event AIC elects not to purchase warrants issued to make interest payments, such warrants shall be issued directly to the holders of the District's Construction Fund Warrants. The District shall take all steps necessary to make the interest payments on Construction Fund Warrants as set forth herein.
- (4) If and when AIC purchases Construction Fund Warrants, for its own account or for sale to investors, AIC shall be acting for its own account and risk. All profit or loss which may result from the purchase and resale by AIC of Construction Fund Warrants, as well as the benefit of any accrued interest, if any, paid to AIC by purchasers of such Construction Fund Warrants, shall be AIC's to keep or bear, as the case may be. It is understood that the price at which AIC sells securities which are the subject of this Agreement may be greater or less than the principal amount of such securities.
- (5) As compensation to AIC for acting as Placement Agent, AIC shall be entitled to and the District shall pay a fee equal to five percent (5%) of the principal amount of the Construction Fund Warrants. Such compensation may be paid to AIC by the issuance by the District to AIC, from time-to-time as directed by AIC, of additional Construction Fund Warrants, it being understood however, that the principal amount of such warrants issued to AIC as compensation shall not be taken into account in determining the compensation to be paid AIC pursuant to this section.

B. Underwriter of Bonds

- (1) At such time as AIC deems it advisable to issue bonds for the purpose of refinancing some or all of the outstanding Construction Fund Warrants, AIC hereby agrees to purchase as principal and for its own account bonds issued for that purpose. The timing and the principal amount of Bonds to be issued shall be based upon the financial condition of the District including, but not limited to, the funds then available or reasonably anticipated to become available to the District, taking into account an appropriate amount for reserve. The principal amount of Bonds which AIC commits to purchase pursuant to this Agreement shall not exceed \$595,000, provided that AIC in its sole discretion may agree to purchase a greater amount.
- (2) Bonds shall be issued at one time or from time-to-time as and when AIC determines; provided that AIC shall notify the District in writing in advance of such issuance with regard to the amount, maturity, interest rate(s) and other material terms and conditions applicable to the Bonds. AIC shall have the right to set and adjust, based on market conditions then prevailing, the interest rate or rates which each security shall bear and the right to have earlier maturing securities bear rates different than later maturing securities; provided that such District must agree to and approve the average rate of interest and maturity for the entire issue. AIC shall also have the right to purchase the securities at a price less than par; provided that the discount is included in the computation of the net interest to maturity agreed to by the District.

3. CONDITIONS

AIC obligations pursuant to this Agreement are subject to the following conditions:

A. The District will not:

- (1) award or enter into any contract for any improvement set forth in the above Estimate (or such revised Estimate as has been approved in writing by AIC) where the cost to be incurred by the District pursuant to such contract would by its terms exceed the cost for such improvements stated in the Estimate.
- (2) amend, revise or otherwise change any existing contract such that the total cost of the improvements set forth in the Estimate (or such revised Estimate as has been approved in writing by AIC) would exceed the cost for such improvements stated in the Estimate.
- (3) the District shall not install, nor in any manner become obligated for, any improvement not set forth in the Estimate without AIC's prior written approval.

B. At the time of issuance of warrants or bonds, AIC is in receipt of an opinion of bond counsel, expert in such matters, that the securities;

- (1) have been legally and validly issued,

- (2) constitute binding obligations in accordance with their terms,
- (3) are exempt from the registration requirements of the Securities Act of 1933, as amended,
- (4) that the interest on the securities is exempt from United States and Nebraska income tax.

AIC may also terminate or renegotiate this Agreement if, at any time, in the opinion of bond counsel expert in such matters, any of the conditions B(1), to and including B(4) above, no longer exist or any other event occurs which, in AIC's reasonable opinion, materially negatively impacts the marketability or liquidity of the securities which are the subject of this Agreement.

C. The District is at all times in compliance with federal or state laws or regulations relating to securities including, but not limited to, laws or regulations relating to disclosure of financial and other information. During the entire underwriting period, and for twenty-five (25) days thereafter, the statements and information contained in the Official Statement issued in connection with the offering and any appendices or supplements thereto relating to the securities issued pursuant to this Agreement are true, correct and complete in all material respects and do not omit to state a material fact necessary to make the statements and information therein, in light of the circumstances under which they were made, misleading in any material respect.

D. The District shall assist AIC with regard to its obligations pursuant to SEC Rule 15c2-12 (unless the securities to be issued are exempt from the applicable provision of such Rule) by delivering copies of the preliminary official statement "deemed final as of its date" and agreeing to enter into an undertaking in a form acceptable to AIC to provide certain financial and operating data on (at least) an annual basis and notice of certain material events to certain repositories as set forth in the Rule.

E. The failure of the District to comply with any of the above terms shall entitle AIC at its discretion to refuse to proceed to purchase any of the warrants or bonds and further entitle AIC to exercise any other right at law or in equity which it may have for such violation.

4. OTHER UNDERSTANDINGS

In addition to the understandings set forth above, AIC and the District further agree that:

A. The District shall take such steps and shall execute such documents as are reasonably necessary, in the opinion of AIC, to accomplish the purpose of this Agreement.

B. The District shall furnish or otherwise make available to AIC, bond counsel or AIC's counsel all proceedings and contracts which shall be the subject of counsel's opinion or which, in counsel's opinion, must be reviewed in order to provide its opinion. The District shall provide to AIC one (1) complete certified transcript of all proceedings and contracts of the District in a form satisfactory to bond counsel and/or counsel to AIC.

C. The District shall pay all fees and expenses incurred in connection with obtaining the opinion of bond counsel and the services of the registrar and paying agent. The District shall also pay all costs associated with printing and registration.

D. AIC shall have the right of first refusal with regard to any additional improvements or other activity of the District requiring financing, which right is exercisable within fifteen (15) days following written notification to AIC by the District of the District's needs or requirements.

E. If any provisions of this Agreement shall be deemed by a court of competent jurisdiction (or are believed to be in the opinion of bond counsel) unenforceable in accordance with their terms, AIC may, at our option, either terminate this Agreement in whole or renegotiate the provision or provisions involved; provided that no such termination or renegotiation shall affect or limit AIC's right to receive compensation for services already performed.

F. This Agreement may not be assigned without the written consent of all parties hereto; provided that AIC may assign its rights and responsibilities under this Agreement to an affiliated company of AIC or to any corporation which purchases or otherwise acquires or becomes the owner of the stock of AIC; and provided further that any assignee shall have adequate and satisfactory financial and marketing capabilities to perform the obligations hereunder.

G. This Agreement may be terminated by any party hereto upon thirty (30) days' written notice to the other; *provided that* no termination shall affect or limit Ameritas' right to receive compensation for services already performed.

H. This Agreement shall be governed by and interpreted in a manner consistent with the law of the State of Nebraska.

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

AMERITAS INVESTMENT CORP.

Richard S. Harman

**SANITARY AND IMPROVEMENT DISTRICT
NO. 230 OF SARPY COUNTY, NEBRASKA**

Walter D. Quorum
Chairman

Carole Love
Clerk



May 22, 2012

Board of Trustees
Sanitary & Improvement District #230
c/o Larry Forman
Hillman, Forman, Nelsen, Childers and McCormack
7171 Mercy Road
Suite 650
Omaha, NE 68106-2669

Dear Trustees:

We are pleased to confirm our understanding of the services we are to provide Sanitary & Improvement District #230 for the year ended June 30, 2012. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Sanitary & Improvement District #230 as of and for the year ended June 30, 2012. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI) to supplement Sanitary & Improvement District #230's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Sanitary & Improvement District #230's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Budgetary comparison information

We have also been engaged to report on supplementary information other than RSI that accompanies Sanitary & Improvement District #230's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Trustees and Related Bonds
2. Information Required by Section 31-740, Reissue Revised Statutes of Nebraska

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Sanitary & Improvement District #230 and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to

form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. If during our audit we become aware that Sanitary & Improvement District #230 is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will prepare a general ledger trial balance for use during the audit. Also, as part of the audit, we will assist with preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the trial balance and the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Sanitary & Improvement District #230 and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes are

report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of fixed assets, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Sanitary & Improvement District #230's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We will also compile the 2012/13 budget in accordance with the form prescribed by the State of Nebraska.

We will provide copies of our reports to the Nebraska State Auditor's Office; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Dutton & Associates P.C. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the State of Nebraska or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Dutton & Associates P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State of Nebraska. If we are aware that the State or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately July 15, 2012 and to issue our reports no later than September 15, 2012. Patrick Lavelle is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, etc.) except that we agree that our gross fee, excluding expenses, will not exceed \$5,700.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2008 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Sanitary & Improvement District #230 and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

DUTTON & ASSOCIATES P.C.
Certified Public Accountants – Consultants

Patrick J. Lavelle, CPA

RESPONSE:

This letter correctly sets forth the understanding of Sanitary & Improvement District #230.

By: Walter D. Quesada

Title: Chairman

Date: May 31, 2012

JUDD, OSTERMANN & DEMRO, LTD.

Certified Public Accountants

420 NORTH CEDAR - P.O. BOX 372
OWATONNA, MINNESOTA 55060

TELEPHONE: (507) 451-0611
FAX: (507) 451-7994

Offices:

*Bloomington
Faribault
Owatonna*

Thomas V. Judd, CPA
Gary A. Demro, CPA
Alan W. Struss, CPA
Steven R. Bolz, CPA
Patricia A. Braun, CPA
Dennis L. Aldrich, CPA
Thomas A. Hanson, CPA
• • •
Everett S. Ostermann, CPA
(1949-2008)

System Review Report

June 11, 2009

To the Shareholders of
Dutton & Associates P.C.
and the Peer Review Committee of
the Nevada Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Dutton & Associates P.C. (the firm) in effect for the year ended December 31, 2008. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Dutton & Associates P.C. in effect for the year ended December 31, 2008, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Dutton & Associates P.C. has received a peer review rating of *pass*.

Judd, Ostermann & Demro, Ltd.

JUDD, OSTERMANN & DEMRO, LTD

HILLMAN, FORMAN, CHILDERS & McCORMACK

7171 MERCY ROAD, SUITE 650
OMAHA, NEBRASKA 68106-2669
(402) 397-8051
TAX NO. 47-0648847

May 18, 2012

SANITARY AND IMPROVEMENT DISTRICT NO. 230
OF SARPY COUNTY, NEBRASKA

Re: 2012 Pavement Reconstruction - Pay Estimate #1

FOR PROFESSIONAL SERVICES RENDERED

5% x \$76,804.57 \$3,840.22

COSTS ADVANCED:

Papillion Times - publish notice \$414.01

TOTAL AMOUNT DUE \$4,254.23

*for 6-27-12
CF # 549*

INVOICE

PAYMENT DUE UPON RECEIPT

May 29, 2012

INVOICE NO. 05-11084

Larry Forman, Attorney
SID NO. 230 OF SARPY COUNTY, NEBRASKA
7171 Mercy Road, Suite 650
Omaha, Nebraska 68106-2669

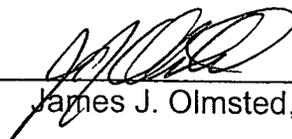
Re: S.I.D. No. 230 (Cinnamon Acres Subdivision)
2012 Pavement Reconstruction
OPCE Project No. 11084

For ENGINEERING SERVICES performed for the period from April 15, 2012,
to May 15, 2012:

1. Engineering Services During Construction Phase	\$ 9,300.00
2. Reimbursable Expenses:	<u>17.90</u>
Total:	\$ 9,317.90

TOTAL AMOUNT DUE THIS INVOICE: \$ 9,317.90

*per 6-27-12
CF # 550 +
551*

By: 
James J. Olmsted, P.E.

PLEASE RETURN A COPY OF INVOICE WITH PAYMENT

OLMSTED & PERRY CONSULTING ENGINEERS INC.

10730 Pacific Street • Suite 232 • Omaha, Nebraska 68114-4700

Phone: 402-399-8552 Fax: 402-399-9852

INVOICE

PAYMENT DUE UPON RECEIPT

June 19, 2012

INVOICE NO. 06-11084

Larry Forman, Attorney
SID NO. 230 OF SARPY COUNTY, NEBRASKA
7171 Mercy Road, Suite 650
Omaha, Nebraska 68106-2669

Re: S.I.D. No. 230 (Cinnamon Acres Subdivision)
2012 Pavement Reconstruction
OPCE Project No. 11084

For ENGINEERING SERVICES performed for the period from May 15, 2012,
to June 15, 2012:

1. Engineering Services During Construction Phase	\$ 8,420.00
2. Reimbursable Expenses:	<u>384.72</u>
Total:	\$ 8,804.72

TOTAL AMOUNT DUE THIS INVOICE: \$ 8,804.72

PO # 6-27-12
CF # 5524
553

By: 
James J. Olmsted, P.E.

PLEASE RETURN A COPY OF INVOICE WITH PAYMENT

OLMSTED & PERRY CONSULTING ENGINEERS INC.

10730 Pacific Street • Suite 232 • Omaha, Nebraska 68114-4700

Phone: 402-399-8552 Fax: 402-399-9852

APPLICATION FOR PAYMENT

No.: 1

To: SANITARY AND IMPROVEMENT DISTRICT NO. 230 - CINNAMON ACRES (OWNER)

From: OMG MIDWEST, INC. (CONTRACTOR)

Contract: 2012 PAVEMENT RECONSTRUCTION

Project: SID NO. 230, 2012 PAVEMENT RECONSTRUCTION

OWNER's Contract No.: ?

ENGINEER's Contract No.: 11084

For Work accomplished through the date of: June 14, 2012

1	Original Contract Price:	\$	<u>439,156.40</u>
2	Net change by Change Orders and Written Amendments (1/-):	\$	<u>0.00</u>
3	Current Contract Price (1 +/- 2):	\$	<u>439,156.40</u>
4	Total completed and stored to date:	\$	<u>85,338.41</u>
5	Retainage (per Agreement):		
	<u>10</u> % of completed Work:	\$	<u>8,533.84</u>
	<u>0</u> % of stored material:	\$	<u>0.00</u>
	Total Retainage:	\$	<u>8,533.84</u>
6	Total completed and stored to date less retainage (4 minus 5):	\$	<u>76,804.57</u>
7	Less previous Application for Payments:	\$	<u>0.00</u>
8	DUE THIS APPLICATION (6 MINUS 7):	\$	<u>76,804.57</u>

Accompanying Documentation: SEE ATTACHED SCHEDULE OF VALUES (OMG MIDWEST, INC. FORM)

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through ___ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated JUNE 15, 2012

OMG MIDWEST, INC. CONTRACTOR

By: [Signature]

State of NEBRASKA

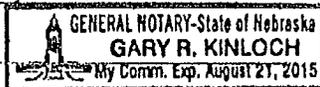
County of SARPI

Subscribed and sworn to before me this 15TH

day of JUNE 2012

[Signature]

Notary Public My Commission expires:



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 6-19-12

OLMSTED & PERRY CONSULTING ENGINEERS INC. ENGINEER

By: [Signature] Steven W. Perry, P.E.

pd 6-27-12 CF # 554 thru 569

OMG MIDWEST, INC.
 14012 GILES ROAD
 OMAHA, NE 68138

DATE: 6/15/12
 ESTIMATE #: #1
 JOB #: 612202

OWNER / ENGINEER
 Olmsted & Perry Consulting Engineers
 10730 Pacific St, Suite #232
 Omaha, NE 68114

PROJECT DESCRIPTION
 SID #230 - Cinnamon Acres
 2012 Pavement Reconstruction
 168th & Cornhusker Road

ITEM #	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	QUANTITY TO DATE	TOTAL PRICE
1	SITE PREPARATION / MOBILIZATION / BARRICADING	1.00	LS	4,975.00	0.50	2,487.50
2	REMOVE, REPAIR, AND REPLACE ACC PAVEMENT	1,709.00	SY	38.40	1,650.71	63,387.26
3	SAWCUT & REMOVE P.C. CONCRETE DRIVEWAY	116.00	EA	296.00	20.00	5,920.00
4	REMOVE & REPLACE P.C. CONCRETE DRIVEWAY	32.00	SY	77.10		0.00
5	SEAL JOINT	2,079.00	LF	2.20	1,000.00	2,200.00
6	REPAIR JOINT (0-12" WIDTH)	863.00	LF	9.25	615.00	5,688.75
7	REPAIR JOINT (13"-24" WIDTH)	408.00	LF	9.65	586.00	5,654.90
8	REPAIR JOINT (25" - 36" WIDTH)	47.00	LF	29.00		0.00
9	CONSTRUCT CONCRETE CROSS PAN	66.00	SY	96.00		0.00
10	CONSTRUCT 18-INCH P.C. CONCRETE CURB & GUTTER	192.00	LF	23.80		0.00
11	ASPHALT CONCRETE LEVELING COURSE	55.00	TS	92.10		0.00
12	ASPHALTIC CONCRETE OVERLAY	3,496.00	TS	82.50		0.00
13	DITCH GRADING & CLEANING	435.00	LF	7.25		0.00
14	INSTALL 12-INCH CSP CULVERT	35.00	LF	38.60		0.00
15	TESTING ALLOWANCE	1.00	LS	2,500.00		0.00
16	STAKING ALLOWANCE	1.00	LS	2,500.00		0.00

TOTAL COMPLETED & STORED TO DATE	85,338.41
LESS RETAINAGE 10%	8,533.84
WORK COMPLETED LESS RETAINAGE	76,804.57
TOTAL PAID PREVIOUS ESTIMATES	0.00
AMOUNT OWED THIS PAY ESTIMATE	76,804.57

RECOMMENDATION OF PAYMENT

No.: 1

OWNER's Project No.: 11084

ENGINEER's Project No.: 11084

Project: 2012 PAVEMENT RECONSTRUCTION

SID NO. 230 (CINNAMON ACRES)

CONTRACTOR: OMG MIDWEST, INC.

Contract For: 2012 PAVEMENT RECONSTRUCTION

Application Date: June 15, 2012

Contract Date: April 30, 2012

For Period Ending: June 14, 2012

Application Amount: \$ 76,804.57

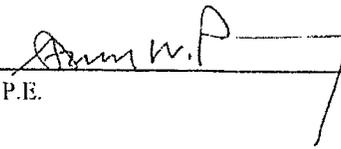
To: SID NO. 230 OF SARPY COUNTY
OWNER

Attached hereto is the CONTRACTOR's Application for Payment for Work accomplished under the Contract through the date indicated above. The Application meets the requirements of the Contract Documents and includes the CONTRACTOR's Certificate stating that all previous payments to him under the Contract have been applied by him to discharge in full all of his obligations in connection with the Work covered by all prior Applications for Payments.

In accordance with the Contract, the undersigned recommends payment to the CONTRACTOR of the amount due as shown below.

OLMSTED & PERRY CONSULTING ENGINEERS INC.
ENGINEER

Dated: June 19, 2012

By: 
Steven W. Perry, P.E.

STATEMENT OF WORK

Original Contract Price	\$ 439,156.40	Work to Date	\$ 85,338.41
Net Change Orders	-/+ <u>0.00</u>	Amount Retained (<u>10%</u>)	- <u>8,533.84</u>
Current Contract Price	\$ <u>439,156.40</u>	Subtotal	\$ 76,804.57
Work to be Done	\$ <u>353,817.99</u>	Previous Payments Recommended	- <u>0.00</u>
		AMOUNT DUE THIS PAYMENT	\$ 76,804.57

HILLMAN, FORMAN, CHILDERS & McCORMACK

7171 Mercy Road, Suite 650
Omaha, Nebraska 68106-2669
(402) 397-8051
Tax ID #47-0648847

SID 230 of Sarpy County, NE

PAGE 1
BILLING DATE: 06/18/12
ACCT NO.: LRF-3624-001

RE: General

PREVIOUS BALANCE: \$9,969.90

DATE	PROFESSIONAL SERVICES RENDERED	INDIV	TIME	AMOUNT
05/01/12	Retrieve files on Marriott cases	LRF	0.50	95.00
05/02/12	Assemble plat, survey and easement for access to Lot 24B; e-mail memo to Sarpy County Planning Director; forward warrant with cover letter; review and respond to e-mail from Mr. Vipond	LRF	1.20	228.00
05/03/12	Tax form and cover letter to chairman; review warrant offering circular and conf. Kutak attorney re changes; warrant and cover letter to Ralston Insurance; e-mail to trustees re board meeting	LRF	1.90	361.00
05/07/12	Warrant and cover letter to creditor; review e-mail from clerk	LRF	0.40	76.00
05/08/12	Review e-mails; conf. NRD office to reserve room; e-mail to trustees; prepare meeting notice and cover letter to paper, notices to county clerk, et al	LRF	1.50	285.00
05/09/12	Review e-mail from Carol; conf. Carol; update flyer to residents, coordinate preparation of labels and copies	LRF	1.60	304.00
05/10/12	Proof and pay publication notice of meeting; prepare and fax room reservation form; forward form 8038-GC to bond house	LRF	0.90	171.00
05/12/12	Review and respond to e-mail from planning director re restrictions on development around wellhouse	LRF	0.30	57.00
05/14/12	Review and revise memo re preconstruction meeting and cover memo to clerk; conf. clerk re Cochrane memo	LRF	0.60	114.00
05/16/12	Revise memo to residents per clerk's comments, coordinate preparation of labels and copying and mailing of memo to residents; conf. bond house re offering circular	LRF	1.50	285.00

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PAGE 2
 BILLING DATE: 06/18/12
 ACC'T NO.: LRF-3624-001

05/17/12	Review warrant offering circular; review property list; compile list of corrections; review and file county treasurer certificates; prepare receipts of notice, warrants	LRF	2.10	399.00
05/18/12	Conf. county offices to verify lot count; report to bond house and Kutak re corrections for warrant offering circular; conf. bond house re same	LRF	0.80	152.00
05/18/12	Prepare meeting agenda, assemble meeting files	LRF	0.80	152.00
05/21/12	Review and revise agenda; attend trustees meeting	LRF	2.00	380.00
05/23/12	Conf. NRD re future room use; prepare and fax reservation form	LRF	0.50	95.00
05/30/12	Review accountant engagement letter; e-mail form and cover memo to trustees	LRF	0.70	133.00
05/30/12	Prepare agenda/certificate, officer's certificate, minutes of May 21 meeting; e-mail to chairman re new owner; prepare cover letter to clerk; documents and cover e-mail to Carol	LRF	2.50	475.00
Total of New Services:			19.80	3,762.00

DATE	EXPENSE	AMOUNT
05/09/12	Copying and mailing memo to residents re impact of paving reconstruction project on driveway approaches	72.50
05/16/12	Copying and mailing memo to residents re 2012 paving maintenance repair	72.50
05/31/12	Mileage	20.90
Total of New Expenses:		165.90

DATE	PAYMENT	AMOUNT
05/30/12		9,969.90
Total of New Payments:		9,969.90

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SID 230 of Sarpy County, NE

PAGE 3
BILLING DATE: 06/18/12
ACCT NO.: LRF-3624-001

ACCOUNT SUMMARY

PREVIOUS BALANCE:	\$9,969.90
NEW SERVICES:	\$3,762.00
NEW EXPENSES:	\$165.90
NEW PAYMENTS:	\$9,969.90
TOT. CURRENT PERIOD:	\$3,927.90
CURRENT BALANCE:	\$3,927.90

- pd 6-27-12 #571