

AGENDA
VALLEY CITY COUNCIL
March 30, 2021 7:00 PM

Anyone desiring to speak on any item on the Agenda is invited to do so, but will be limited to three minutes. After being recognized by the Mayor, please state your name and address for the record. Anyone desiring to speak for a longer period of time should make arrangements with the City Clerk prior to the meeting.

--A copy of the Open Meetings Act is located on the north wall of the Council Chamber--

The Mayor and Council reserve the right to adjourn into executive session on any agenda item per Nebraska Revised Statutes 84-1410.

One copy of all reproducible written material to be discussed at this meeting is available for examination or copying.

1. ROLL CALL
2. CALL TO ORDER
3. PLEDGE OF ALLEGIANCE
4. VISITORS & CORRESPONDENCE
5. PROOF OF PUBLICATION
6. APPROVAL OF AGENDA
7. REVIEW PROPERTY INSURANCE BIDS
 - 7.A. PAM SIROKY / FIRST STATE INSURANCE
 - 7.B. LINDA MCDERMITT / ELITE INSURANCE SERVICES INC.
 - 7.C. AWARD BID FOR PROPERTY CASUALTY INSURANCE
Council consideration/action - to award bid for property and casualty insurance.
8. STRATEGIC PLANNING SERVICES PROPOSAL
Council consideration/action - to go forward with strategic planning session
9. FLATWATER LAKE PHASES 2 & 3
Council consideration/action - to authorize the Mayor to execute the Second Amendment to Subdivision Agreement - Resolution 2021-15.

BID SHEET

COMBINE GENERAL LIABILITY & LAW ENFORCEMENT ON ELITE BID = \$9267.00 (\$318. DIFFERENCE)

AUTO COVERAGE - FIRST STATE \$13707. 00 - ELITE \$8618.00 (\$5089.00 DIFFERENCE)

WORKER'S COMP FIRST STATE \$42856. ELITE \$26479. (\$16377. DIFFERENCE)

SUPPLEMENT SHEET

	<u>FIRST STATE</u>	<u>ELITE</u>
ITEM 8 - BROAD FORM PROPERTY COVERAGE	YES	NO
ITEM 10 - EXTENDED BODILY INJURY	YES	NO
ITEM 16 - REFER TO NOTES		
ITEMS 25 & 26 - REFER TO NOTES		
ITEM 28 -	YES	NO
ITEMS 30 - 34 - REFERTO NOTES		



March 18, 2021

City of Valley
Valley, NE 68064

Re: Property Casualty Insurance Bid

Enclosed please find our Bid Proposal, Supplement form, Comments and suggestions and the agency's E&O coverage declaration page as requested in the Bid Specifications.

First State Insurance agency has had the pleasure of working with the City of Valley for the past three years. We have an office located in Yutan, NE. I have personally been in the insurance business for 35 years and have worked with municipality and public entity accounts for the past 30 years. My team and I appreciate the relationships we have built with the City of Valley and would welcome the opportunity to continue those into the future.

As you review our bid if you have questions or would like to set up a personal meeting my team and I would welcome the opportunity to do so.

Thank you for your consideration.

Sincerely

A handwritten signature in black ink that reads "Pam Siroky". The signature is written in a cursive, flowing style.

Pam Siroky
Sales Manager



Notes & Comments

Property section – Please note that our bid includes 4 lift stations that are on the current policy. These are locations 38-1, 39-1, 43-1 and 44-3 (please see the enclosed Statement of Property Values). Bid specifications called for ACV (Actual Cash Value on the property section) The City currently has Replacement cost coverage on all Property locations. It is our recommendation that the City maintain this coverage. Lastly there were specific properties mentioned that the City requested Equipment Breakdown coverage on. Our quote provides this coverage for all covered property locations as they are currently insured this way.

Auto – We currently have a 2014 Dodge Charger Police car on the auto policy with ending VIN 7979. The bid specifications did not include coverage for this unit, so it is not included in my total premium on the bid page. The annual premium for this unit is \$755.00 if we are to add it back on.

- Bid specs requested a \$250 deductible on comprehensive. Continental Western Group offers a \$500 deductible or higher. The City currently carries a \$500 deductible on comprehensive and collision. Those are the deductibles we quoted.

Liability – Please note that our General liability premium on the Bid page also includes coverage for, Employment Practices Liability, Law Enforcement Liability and Sexual Abuse or Molestation Liability coverage. Limit forms enclosed. Our quote also provides some Cyber Coverage Protection as well.

Worker Compensation – The City currently carries a WC limit of \$500,000 which our \$5,000,000 Umbrella Liability limit goes over the top of. We can increase the Workers Compensation limit to \$1,000,000 for \$125.00 a year. I would suggest that the City consider this.

Continental Western Insurance Company as well as Bitco Insurance Company offers many Risk Management Services. If we are successful in continuing with the City of Valley, we will schedule a meeting to discuss these further.

THIS SUPPLEMENT MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL.

Indicate if your policy will include all coverages listed below. If not, or if a different limit or condition of exclusion will apply, please explain in detail in the space below.

	Yes	No
1. Blanket contractual	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Broad form personal injury and advertising liability with no claim participation requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Fellow employee coverage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Premises, medical payments – coverage at all premises owned by the City -- \$5,000 any one person	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Fire damage liability -- \$50,000 any one fire	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Host liquor liability	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Broad form property damage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Incidental medical malpractice	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Employees as additional insured	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Extended bodily injury	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Non-owned watercraft liability	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. World-wide liability coverage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Automatic coverage for new premises, ops or activities	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Removal of all X, C and U exclusions ?	<input type="checkbox"/>	<input type="checkbox"/>
15. Use of reasonable force	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Employee benefit liability		
Limits: \$ 1,000,000. each claim		
\$ 2,000,000. annual aggregate		
\$ 2,500. deductible each claim		
17. Coverage for sexual harassment, sexual molestation or sexual abuse with no exclusion for physical touching	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18. No exclusion for Law Enforcement personnel or operations	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Coverage for weed spraying operations including products and completed operations	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Any mechanically operated amusement device	<input type="checkbox"/>	<input checked="" type="checkbox"/>
21. Auto, midget, all-terrain vehicle and motorcycle racing or stunting	<input type="checkbox"/>	<input checked="" type="checkbox"/>
22. Demolition derbies	<input type="checkbox"/>	<input checked="" type="checkbox"/>
23. Tractor pulls (including but not limited to garden tractor, all terrain vehicle, pedal tractor) or similar type activity or event	<input type="checkbox"/>	<input checked="" type="checkbox"/>
24. Rodeos	<input type="checkbox"/>	<input checked="" type="checkbox"/>
25. Animal contests, exhibitions and events	<input type="checkbox"/>	<input type="checkbox"/>
26. Fireworks	<input type="checkbox"/>	<input type="checkbox"/>

included within the public officials liability

can be added

*These can be added upon request by the City
Animal events will be considered but no rodeos, mutton bustin, riding of animals*

- 27. Parades ✓
- 28. Biking and other non-motorized vehicle activities, events and races ✓
- 29. Running events or races *There is an event form* ✓
- 30. Bodily injury to any person while practicing or participating in any sports, athletic or exercise activity you sponsor ✓
- 31. Bodily injury to any person while practicing or participating in any sports, athletic or exercise activity while using facilities you provide for these activities —
- 32. Public livery device —
- 33. Horse racing —
- 34. Products and completed operations as per specifications ✓

}

}

spectator coverage only

Participant coverage can be purchased upon request

NOTE; If no comments or explanations are shown in the space below, it will be understood that all coverages, as described above, will be included in your policy. (Use extra page(s) if needed) AGENCY First State Insurance

DATE 3-17-2021 AGENT Pamela A. Siroky

March 19, 2021

City of Valley
Valley, Nebraska

Attention: Bid for Property and Casualty Insurance

The total bid has been established and available from EMC Insurance Company.

Elite Insurance Services Inc is the Agency and Linda McDermitt is the Agent.

The total bid is in the Option 1.

The Option 2 is the changes for \$10,000,000 of coverage from the Commercial Umbrella Liability. The auto coverages would need to increase the Liability coverage and the Linebacker & Law Enforcement would increase their deductibles.

The Tort Claims Act for Nebraska Cities caps at \$5,000,000. The \$10,000,000 is over what would be available under Nebraska Tort Claims.

I will be available for questions at the March 30th meeting.

Thank You,



Linda McDermitt

402-203-7853

lindamcdinsur@aol.com

CONDITIONAL



EMC Insurance Companies
PO Box 2070
Omaha, NE 68103-2070
www.emcins.com

Option 1

CITY OF VALLEY
PO BOX 682
VALLEY, NE 68064-0682
05/01/2021 to 05/01/2022
Prepared on 03/18/2021
Quote Valid Through 05/02/2021

Account Summary
Quote Account Number: X410296
Option 001

Commercial Property (A-06)	\$	28,519.00 -
General Liability (Occurrence) (D-02)	\$	3,111.00 -
Linebacker - Claims Made (K-01)	\$	1,566.00
Law Enforcement Liability (G-01)	\$	6,156.00
Govt Crime/Fidelity ISO Package (F-03)	\$	405.00
Commercial Inland Marine (C-02)	\$	4,337.00 -
Business Auto (E-03)	\$	8,618.00
Workers Compensation (H-03)	\$	26,479.00 -
Commercial Umbrella (J-04)	\$	4,915.00 -
Total Account Premium Estimate	\$	84,106.00

This proposal is offered through EMC Insurance Companies. EMC offers customizable insurance products to meet your unique needs and expert safety resources to help your business prevent claims. As your independent agent, we are here to offer you personalized service.

*The premium reflects the rates as of the date shown above and assumes the information provided is accurate. If you accept this proposal, we will submit an application to EMC on your behalf for review and approval.**

If your application is approved, you can pay your premium in full (\$84,106.00, as quoted above) or in installments. For installments, 20% of the estimated account premium is required as a down payment (\$16,821.20 based on this quote). To make a full payment, down payment or any amount in between, visit www.emcins.com and select MAKE A PAYMENT (use the account number listed above).

Please review the following pages for coverage details. To discuss the advantages of insuring your business with EMC, contact us at the number listed below or visit www.emcins.com.

Thank you,

Elite Insurance Services, Inc.
11909 P St Ste 203
Omaha, NE 68137-2235
402-691-8118

**This proposal does not guarantee the policy will be accepted or that coverage will be provided in the company selected or at the premium quoted. Due to periodic rate changes, a change to the policy's effective date may result in a different premium.*

CONDITIONAL



EMC Insurance Companies
PO Box 2070
Omaha, NE 68103-2070
www.emcins.com

Option 2

CITY OF VALLEY
PO BOX 682
VALLEY, NE 68064-0682
05/01/2021 to 05/01/2022
Prepared on 03/19/2021
Quote Valid Through 05/02/2021

Account Summary
Quote Account Number: X410296
Option 002

Commercial Property (A-06)	\$	28,519.00
General Liability (Occurrence) (D-02)	\$	3,111.00
Linebacker - Claims Made (K-02)	\$	1,566.00
Law Enforcement Liability (G-02)	\$	5,232.00
Govt Crime/Fidelity ISO Package (F-03)	\$	405.00
Commercial Inland Marine (C-02)	\$	4,337.00
Business Auto (E-04)	\$	9,637.00
Workers Compensation (H-03)	\$	26,479.00
Commercial Umbrella (J-07)	\$	14,474.00
Total Account Premium Estimate	\$	93,760.00

This proposal is offered through EMC Insurance Companies. EMC offers customizable insurance products to meet your unique needs and expert safety resources to help your business prevent claims. As your independent agent, we are here to offer you personalized service.

*The premium reflects the rates as of the date shown above and assumes the information provided is accurate. If you accept this proposal, we will submit an application to EMC on your behalf for review and approval.**

If your application is approved, you can pay your premium in full (\$93,760.00, as quoted above) or in installments. For installments, 20% of the estimated account premium is required as a down payment (\$18,752.00 based on this quote). To make a full payment, down payment or any amount in between, visit www.emcins.com and select MAKE A PAYMENT (use the account number listed above).

Please review the following pages for coverage details. To discuss the advantages of insuring your business with EMC, contact us at the number listed below or visit www.emcins.com.

Thank you,

Elite Insurance Services, Inc.
11909 P St Ste 203
Omaha, NE 68137-2235
402-691-8118

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THIS SUPPLEMENT MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL.

Indicate if your policy will include all coverages listed below. If not, or if a different limit or condition of exclusion will apply, please explain in detail in the space below.

	<u>Yes</u>	<u>No</u>
1. Blanket contractual	<u>X</u>	_____
2. Broad form personal injury and advertising liability with no claim participation requirements	<u>X</u>	_____
3. Fellow employee coverage	<u>X</u>	_____
4. Premises, medical payments – coverage at all premises owned by the City -- \$5,000 any one person	<u>X</u>	_____
5. Fire damage liability -- \$50,000 any one fire	<u>X</u>	_____
6. Host liquor liability	<u>X</u>	_____
7. Broad form property damage	_____	<u>X</u>
8. Incidental medical malpractice	<u>X</u>	_____
9. Employees as additional insured	<u>X</u>	_____
10. Extended bodily injury	_____	<u>X</u>
11. Non-owned watercraft liability	<u>X</u>	_____
12. World-wide liability coverage	<u>X</u>	_____
13. Automatic coverage for new premises, ops or activities	<u>X</u>	_____
14. Removal of all X, C and U exclusions	<u>X</u>	_____
15. Use of reasonable force	<u>X</u>	_____
16. Employee benefit liability		
Limits: \$ <u>1,000,000.</u> each claim		
\$ <u>2,000,000.</u> annual aggregate		
\$ <u>2,500.</u> deductible each claim		
17. Coverage for sexual harassment, sexual molestation or sexual abuse with no exclusion for physical touching	<u>X</u>	_____
18. No exclusion for Law Enforcement personnel or operations	<u>X</u>	_____
19. Coverage for weed spraying operations including products and completed operations	<u>X</u>	_____
20. Any mechanically operated amusement device	_____	<u>X</u>
21. Auto, midget, all-terrain vehicle and motorcycle racing or stunting	_____	<u>X</u>
22. Demolition derbies	_____	<u>X</u>
23. Tractor pulls (including but not limited to garden tractor, all terrain vehicle, pedal tractor) or similar type activity or event	_____	<u>X</u>
24. Rodeos	_____	<u>X</u>
25. Animal contests, exhibitions and events	_____	<u>X</u>
26. Fireworks	_____	<u>X</u>

- 27. Parades X
- 28. Biking and other non-motorized vehicle activities, events and races X
- 29. Running events or races / X
- 30. Bodily injury to any person while practicing or participating in any sports, athletic or exercise activity you sponsor X
- 31. Bodily injury to any person while practicing or participating in any sports, athletic or exercise activity while using facilities you provide for these activities X
- 32. Public livery device X
- 33. Horse racing X
- 34. Products and completed operations as per specifications X

NOTE; If no comments or explanations are shown in the space below, it will be understood that all coverages, as described above, will be included in your policy. (Use extra page(s) if needed) AGENCY Elite Insurance

Services, Inc.

DATE 3/19/2021 AGENT Linda McDermitt

Memo



To: Valley City Council

From: Mayor Cindy Grove

cc: City Clerk

Date: 3/24/2021

Re: Valley Strategic Planning Session

During the 3/9/2021 City Council meeting, Al Vacanti presented a proposal for a strategic planning session and consulting to focus on three major topics: succession planning, future infrastructure expansions and economic development. The Council requested to table this item until it could be discussed further.

I request the Council re-evaluate having a strategic plan prior to the 2022 budget review to ensure any items identified can be included in the budget review. The strategic plan portion of Mr. Vacanti's proposal is a cost of \$2,500; any subsequent costs that he referenced on 3/9/2021 would be consulting fees resulting from the strategic plan. I believe a strategic plan is needed at this time due to the following:

- We need to develop an appropriate succession plan prior to the 2022 budget to ensure we budget salary costs appropriately.
- A strategic plan would assist in having a better idea of true consulting and budget costs needed for 2022.
- We need to review and discuss future infrastructure improvements in response to possible future development inquiries. Having these discussions prior to the 2022 budget will allow us to budget appropriately if any changes are needed.

While we did not budget \$2,500 specific for a strategic plan, we do have room to accomplish this in the general budget. We allocated \$15,000 in the general fund for major purchases of meeting room equipment and iPads for City Council and Planning Commission however those items are included in the enhancements that are reimbursable by the CARES Act funding the City received from Douglas County in December 2020. Due to these factors, I recommend the City Council approve having a strategic planning session.

SECOND AMENDMENT TO SUBDIVISION AGREEMENT

This Second Amendment to Subdivision Agreement is made and entered into this _____ day of March, 2021, by and between **Flatwater Lake, L.L.C., a Nebraska limited liability company** (hereinafter referred to as "Subdivider"), the **City of Valley**, a City of the Second Class in the State of Nebraska (hereinafter referred to as "City"), and the **Flatwater Lake Homeowners Association, Inc.**, a Nebraska nonprofit corporation (hereinafter referred to as the "Association").

PRELIMINARY STATEMENT

Whereas, on April 14, 2020, Subdivider, City and Association entered into a Subdivision Agreement – Flatwater Lake – Phases 2 and 3 (the "Subdivision Agreement"); and

Whereas, on or about _____, Subdivider, City and Association executed a First Amendment to Subdivision Agreement – Flatwater Lake – Phases 2 and 3 (the "First Amendment"); and

Whereas, Subdivider, City and Association have expressed a desire to amend the Subdivision Agreement under the terms and provisions enumerated below.

For purpose of evidencing the agreement, Subdivider, City and Association have entered into this Second Amendment to Subdivision Agreement.

TERMS AND CONDITIONS

In consideration of the foregoing Preliminary Statement which is repeated in its entirety in this portion of this Second Amendment to Subdivision Agreement, and other valuable consideration, the receipt of which is acknowledged, Subdivider, City and Association agree as follows:

1. Section I(B)(7) shall be amended to read as follows:

7. Land Connection. Subdivider shall construct a land connection (earthen embankment) to connect Flatwater Lake – Phase 2 and Flatwater Lake – Phase 3 as per the grading plans and specifications prepared by Subdivider and Subdivider's consultant, which plans and specifications shall be approved by the City Engineer. The City shall design, engineer, and oversee, in accordance with the City's design standards, the paving of a street within the dedicated right-of-way known as 286th Street and located on such land connection.

No bridge shall be built to connect Flatwater Lake – Phase 2 and Flatwater Lake – Phase 3.

2. Section III shall be amended to read as follows:

SECTION III: THE LAKE

A. The Subdivider shall convey the Lake, to be a 84.07 acre recreational lake, which will be known as Outlot "A", Flatwater Lake Development 2nd Addition,

to the Association for the purpose of providing lake recreation for the property owners of the Flatwater Lake Subdivision.

- B. The Association shall maintain the Lake, including shorelines and berms, and establish the appropriate rules for the use of the lake by the property owners and residents of Flatwater Lake Subdivision, and their representatives, guests and invitees, including but not limited to advising the property owners and residents of Flatwater Lake Subdivision, and their representatives, guests and invitees, that any use of the Lake shall be conducted in full compliance with the provisions of the Nebraska State Boat Act, Neb Rev. Stat. § 37-1201- § 37-12,110. The Subdivider and the Association hereby expressly acknowledge that it shall be the sole responsibility of the Subdivider and/or the Association to monitor the conditions of the Lake, including but not limited to the water levels, and to regulate and/or restrict access to the Lake accordingly.
 - C. Subdivider and/or Association shall maintain a policy or policies of commercial general liability insurance applicable to activities occurring on and around the Lake naming City as an additional named insured and shall provide coverage in a combined single limit per occurrence of at least \$2,000,000.00 and \$5,000,000.00 in the aggregate for claims, demands or actions for bodily injury, death or property damage made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with activities occurring on and around the Lake. All such insurance shall provide that City shall be given a minimum of ten (10) days' notice by the insurance company prior to cancellation, termination or change of such insurance. Subdivider and/or Association shall, upon request, provide to City certificates evidencing that such insurance is in full force and effect.
 - D. Subdivider and Association, jointly and severally, hereby agree to defend, indemnify, and hold City and its respective employees, agents, and assigns harmless from and against any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, judgments, actions, losses, damages, or injuries of any nature whatsoever, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, resulting or arising from or out of or otherwise occurring in relation to activities occurring on and around the Lake, including but not limited to the activities of the property owners and residents of Flatwater Lake Subdivision, and their representatives, guests and invitees. except to the extent such injury is caused by the gross negligence or intentional acts of City. Other litigation costs, as referenced herein, shall include reasonable attorneys' fees, consultants' fees and expert witness fees.
3. Exhibit "E" to the Subdivision Agreement (Street Paving Layout) shall be replaced with Exhibit "E" (Amended) attached hereto and incorporated herein by this reference.
 4. Exhibit "F" to the Subdivision Agreement (Storm Paving Layout) shall be replaced with Exhibit "F" (Amended) attached hereto and incorporated herein by this reference.
 5. Exhibit "I" to the Subdivision Agreement (Water Main Layout) shall be replaced with Exhibit "I" (Amended) attached hereto and incorporated herein by this reference.

6. In the event there is any inconsistency between the Subdivision Agreement, the First Amendment to Subdivision Agreement, or this Second Amendment to Subdivision Agreement, this Second Amendment to Subdivision Agreement shall govern.
7. Except as modified herein, all other terms and provisions of the Subdivision Agreement and the First Amendment to Subdivision Agreement are hereby ratified and affirmed in all respects and the Subdivision Agreement and the First Amendment to Subdivision Agreement remains in full force and effect.
8. Capitalized words contained herein shall be defined as set forth in the Subdivision Agreement and First Amendment to Subdivision Agreement unless otherwise defined herein. The above Preliminary Statement is incorporated herein by this reference.
9. This Second Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. This Amendment may be delivered by facsimile transmission with the same effect as delivery of an original.

IN WITNESS WHEREOF, we the executing parties, by our respective duly authorized

agents, hereby enter into this Agreement, effective as of the day and year first above written.

Attest:

CITY OF VALLEY, NEBRASKA

Date

Date

Attest:

FLATWATER LAKE, LLC,
a Nebraska limited liability company

Date

Date

Attest:

FLATWATER LAKE HOMEOWNERS
ASSOCIATION, INC., a Nebraska Non
Profit Corporation

Date

Date

[OPCE: Z:\Projects\Valley\190661_P2P\Lang\Exhibits\Exhibit_Pavement.dwg : 8.5x11] [Plot Date: 3/28/2021 9:32 AM]

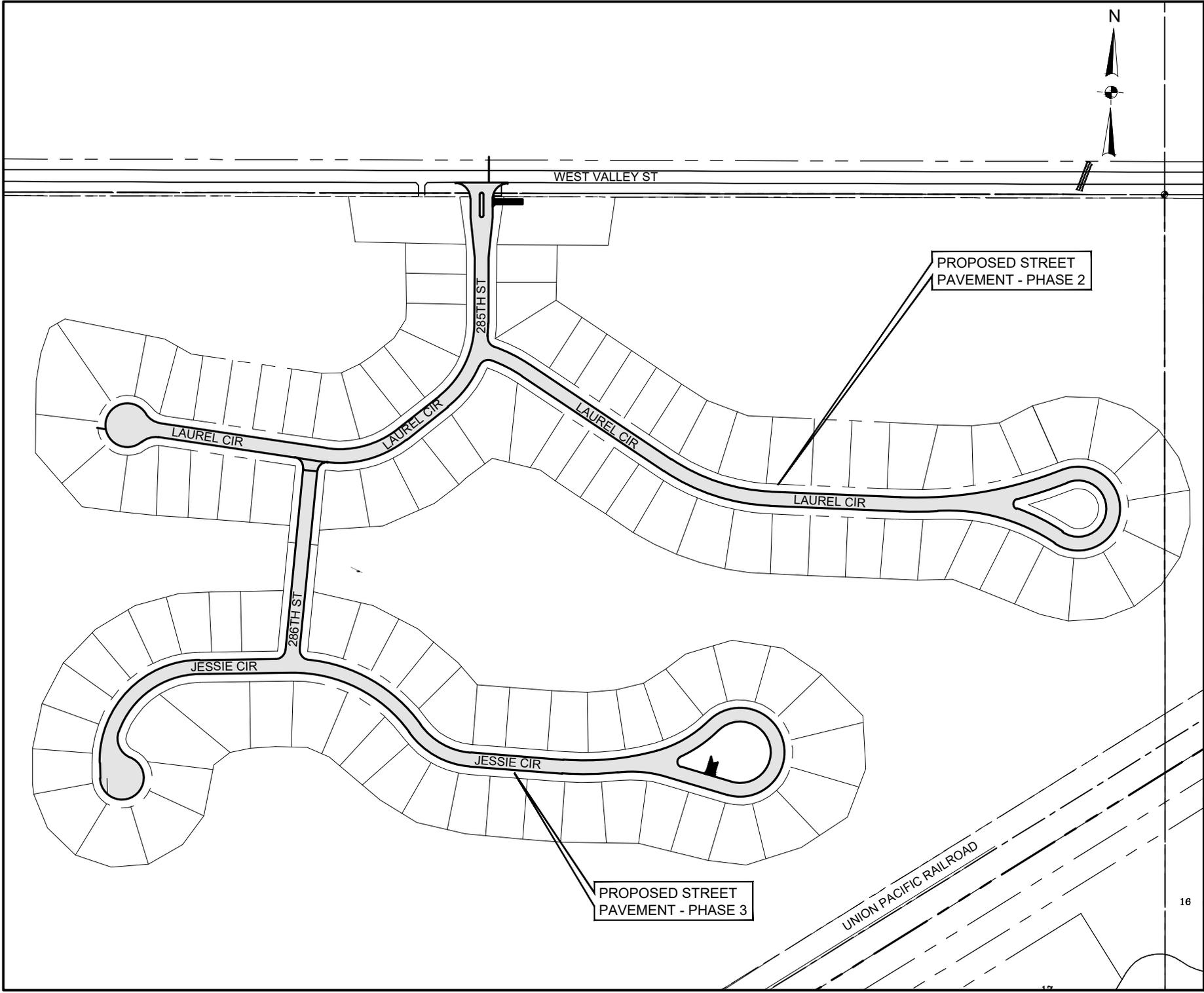


EXHIBIT	PROJECT NO.	190660	DATE	MARCH 2021
	DATE			
E	STREET PAVING LAYOUT			
	FLAT WATER IMPROVEMENTS PHASE 2 & 3 VALLEY, NEBRASKA			
AMENDED				
OLMSTED & PERRY CONSULTING ENGINEERS INC. 10730 PACIFIC STREET SUITE 232 OMAHA, NEBRASKA				

[OPCE: Z:\Projects\Valley\190661_P2P\Lang\Exhibits\Exhibit_Storm.dwg : 8.5x11] [Plot Date: 3/28/2021 9:34 AM]

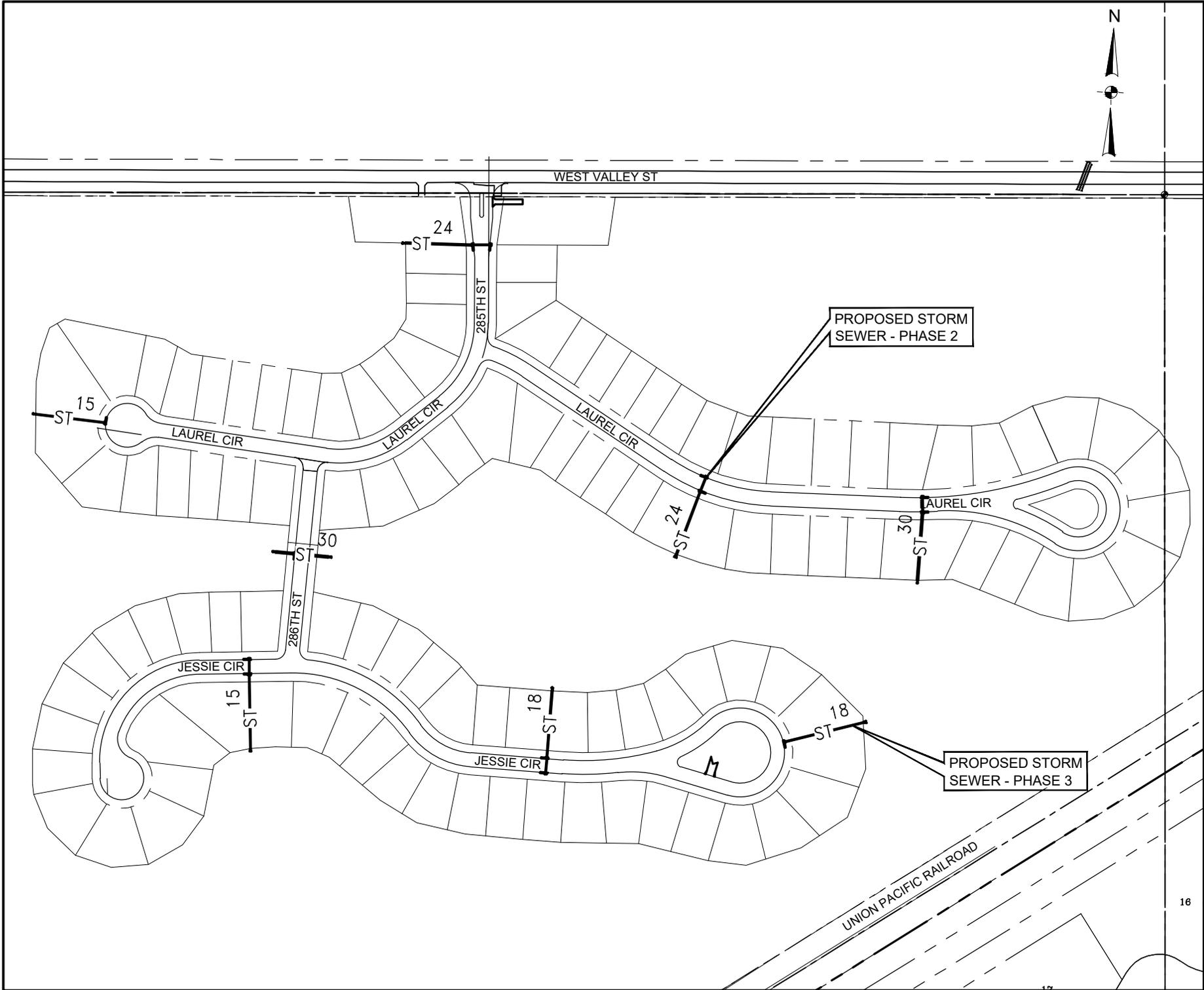
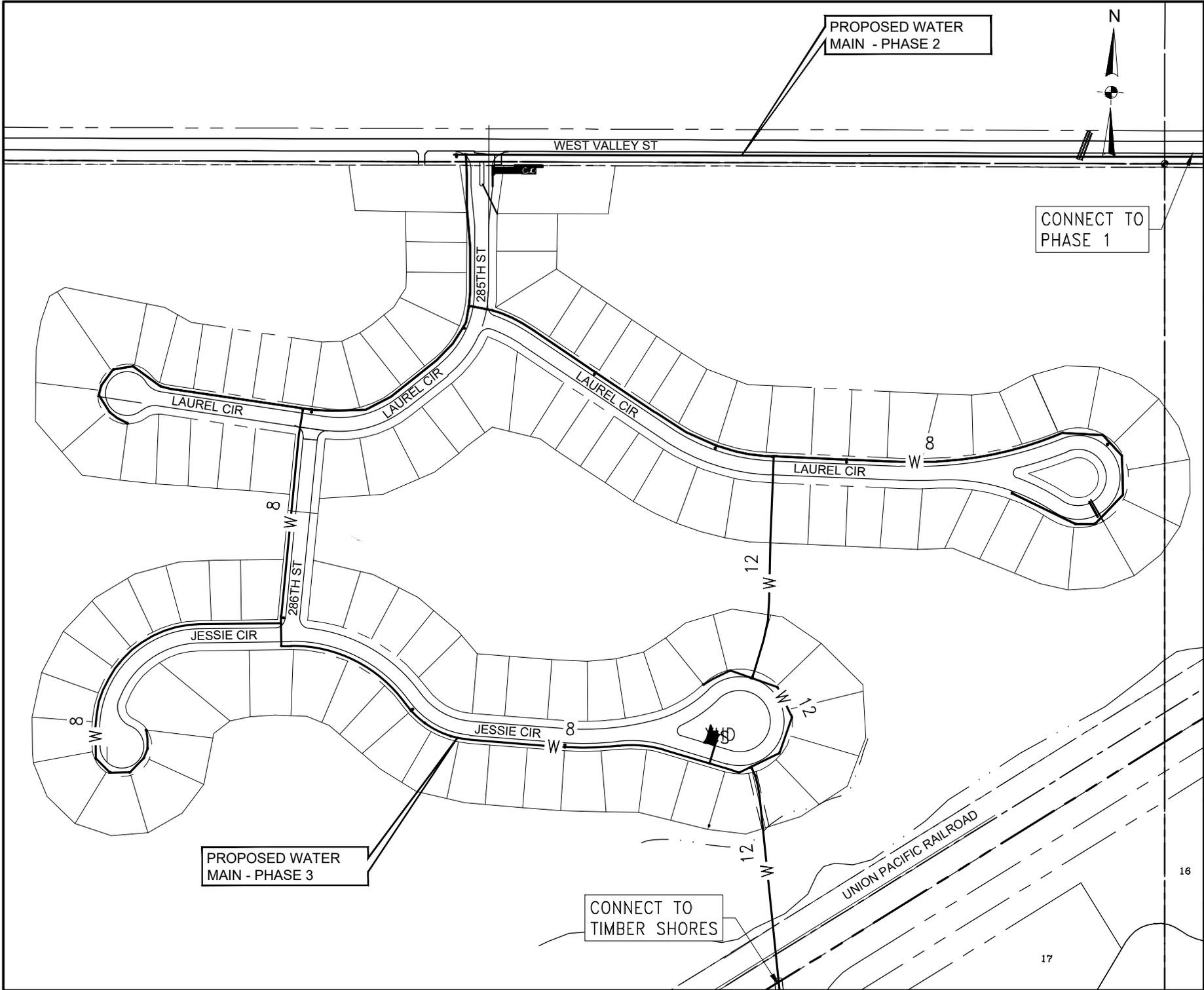


EXHIBIT	PROJECT NO.	190660	DATE	MARCH 2021
	AMENDED	F		
STORM SEWER LAYOUT				
FLAT WATER IMPROVEMENTS PHASE 2 & 3 VALLEY, NEBRASKA				
OLMSTED & PERRY CONSULTING ENGINEERS INC. 10730 PACIFIC STREET SUITE 232 OMAHA, NEBRASKA				

[OPCE: Z:\Projects\Volley\190601_P2P\eng\Exhibits\Exhibit_Water.dwg : 8.5x11] [Plot Date: 3/26/2021 9:38 AM]



PROPOSED WATER MAIN - PHASE 2

CONNECT TO PHASE 1

PROPOSED WATER MAIN - PHASE 3

CONNECT TO TIMBER SHORES

EXHIBIT	PROJECT NO.	19060	DATE	MARCH 2021
	AMENDED	1		
WATER MAIN LAYOUT				
FLAT WATER IMPROVEMENTS PHASE 2 & 3 VALLEY, NEBRASKA				
OLMSTED & PERRY CONSULTING ENGINEERS INC. 10730 PACIFIC STREET SUITE 232 OMAHA, NEBRASKA				

16

17

RESOLUTION NO. 2021-15

WHEREAS, on April 14, 2020, Flatwater Lake, L.L.C, City of Valley, and the Flatwater Lake Homeowners Association entered into a Subdivision Agreement-Flatwater Lake – Phases 2 and 3, and

WHEREAS, Flatwater Lake, L.L.C., City of Valley and the Flatwater Lake Homeowners Association have expressed a desire to amend the Subdivision Agreement, and

WHEREAS, the Valley City Council met in special session on March 30, 2021, and reviewed said amendment to the agreement,

NOW, THEREFORE, BE IT RESOLVED, that the Valley City Council authorizes Mayor Cindy Grove to execute the Second Amendment to Subdivision Agreement with Flatwater Lake, L.L.C. and Flatwater Lake Homeowners Association on behalf of the City of Valley, a copy of which is marked "Exhibit A" and attached hereto and made a part hereof by reference.

DATED this 30th day of March, 2021.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

Mike Stanzel, Council Member

Bryon Ueckert, Council Member

Linda Lewis, Council Member

ATTEST:

Chris TenEyck, Council Member

Cheryl K. Eckerman, Assist. Clerk