

AGENDA
VALLEY CITY COUNCIL
July 13, 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. MEETING CALLED TO ORDER
3. PLEDGE OF ALLEGIANCE
4. PROOF OF PUBLICATION
5. VISITORS/CORRESPONDENCE
6. APPROVAL OF AGENDA
7. CONSENT AGENDA
All agenda items indicated by an asterisk will comprise the consent agenda and will be acted on in a single motion. Consent agenda items are being forwarded to the Council Members. Any individual item may be removed by a council member for special discussion and consideration.
 - 7.A. ACCEPT MINUTES
 - 7.B. ACCEPT TREASURER'S REPORT
 - 7.C. APPROVE MANUAL CHECKS PAID DURING THE MONTH OF JUNE
 - 7.D. APPROVE BILLS & ADDITIONAL BILLS PRESENTED FOR PAYMENT
A Complete listing of claims processed through noon on July 12, 2021 is on file in the office of the City Clerk.
 - 7.E. JUNE PAYROLL \$71,966.61 COUNCIL \$4,830.00 IRA \$1,852.14

- 7.F. JUNE KENO RECEIPTS - \$3,966.13
- 7.G. ACCEPT PEOPLESERVICE, INC., REPORT
- 7.H. ACCEPT June 14, 2021 Tree Board minutes
- 7.I. ACCEPT June 15, 2021 Planning Commission Minutes
- 7.J. ACCEPT June Library Statistics
- 7.K. REAPPOINTMENTS TO BOARDS AND COMMISSIONS
 - Planning Commission 3 year term - Greg Kava
 - Planning Commission 3 year term - Greg Sunde
 - Board of Adjustment Alternate - 3 year term - Chris Poore
 - Cemetery Board - 3 year term - Geri Nordell
- 7.L. SPECIAL DESIGNATED LIQUOR LICENSE - BREW COFFEE HOUSE & SPRUCE STREET TAVERN
 - Friday, August 13, 2021 from 5:00 p.m. - 1:00 a.m. - Valley Days Event Street Dance
- 7.M. SPECIAL DESIGNATED LIQUOR LICENSE - KEN BARTHOLOMEW - DC WEST YOUTH SPORTS ORGANIZATION
 - Saturday, August 14, 2021 from 4:00 p.m to 12:00 a.m.. - Valley Days Event - City Park Tennis Courts Beer Garden
- 8. HALLOWEEN TRUNK OR TREAT
 - Mike McLaughlin - Gathering Place Church - Requesting approval of event and partial closure of Spruce Street.
- 9. VALLEY DAYS EVENT - UPDATE ON STREET CLOSURES - ANGELA EXSTROM
- 10. ORDINANCE NO. 754 - AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION HIGHWAY BONDS SERIES 2021 IN THE AMOUNT OF \$2,445,000
- 11. BOND PURCHASE AGREEMENT
 - Council consideration and action to approve Bond Purchase Agreement for General Obligation Highway Allocation Fund Pledge Bonds Series 2021 - \$2,445,000
- 12. RESOLUTION 2021-30 - AUTHORIZING THE EARLY PAYMENT AND REDEMPTION OF GENERAL OBLIGATION BONDS, SERIES 2014.
- 13. ORDINANCE NO. 755 - AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS SERIES 2021A IN THE AMOUNT OF \$715,000.
- 14. BOND PURCHASE AGREEMENT
 - Council consideration and action to approve Bond Purchase Agreement for General Obligation Various Purpose Refunding Bonds Series 2021A - \$715,000.

15. RESOLUTION 2021-31 - Multi-Jurisdictional Hazard Mitigation Plan
Council consideration and action to adopt the 2021 Papio-Missouri River Natural Resources District Multi-Jurisdictional Hazard Plan Update.
16. RESOLUTION 2021-32 - Interlocal Cooperation Agreement with Douglas County
Council consideration and action to authorize the Mayor to execute the Interlocal Cooperation Agreement with Douglas County to cede the County's portion (approx. 25 acres) of parcel (ID#0113560005) to the City.
17. RESOLUTION 2021-36 - ADOPTING A MISSION STATEMENT FOR THE CITY OF VALLEY
18. RESOLUTION 2021-37 - ADOPTING A VISION STATEMENT FOR THE CITY OF VALLEY
19. RESOLUTION NO. 2021-38 - TO AUTHORIZE THE HIRING PROCESS IN CONNECTION WITH THE APPOINTED OFFICE OF CITY ADMINISTRATOR.
20. CITY ENGINEER
 - 20.A. SANITARY SEWER REPAIR REBID (PART A) - 2019 FLOOD DAMAGES
 - 20.A.1. COUNCIL CONSIDERATION AND ACTION to approve Change Order 2 for an increase in the amount of \$33,595.38
 - 20.A.2. RESOLUTION NO. 2021-33 - VRBA CONSTRUCTION APPLICATION FOR PAYMENT NO. 4 IN THE AMOUNT OF \$91,136.48.
 - 20.A.3. RESOLUTION NO. 2021-34 - NL & L APPLICATION FOR PAYMENT NO. 1 IN THE AMOUNT OF \$253,703.25.
 - 20.B. 2021 STREET RESURFACING PROJECT/MEIGS STREET PAVEMENT RECONSTRUCTION
 - 20.B.1. RESOLUTION NO. 2021-35 - NL & L APPLICATION FOR PAYMENT NO. 1 IN THE AMOUNT OF \$193,113.00.
 - 20.B.2. ASPHALT PROJECT - MID-AUGUST START/PRECONSTRUCTION MEETING JULY 22.
 - 20.C. FALCON BUSINESS PARK
 - 20.C.1. REVIEW OF BIDS RECEIVED JULY 7TH
 - 20.C.2. COUNCIL ACTION TO CONSIDER AWARD OF CONTRACT NO. 1 - SANITARY SEWER & WATER MAIN TO THOMPSON CONSTRUCTION INC.

20.C.3. COUNCIL ACTION TO CONSIDER AWARD OF CONTRACT NO. 2 -
CONCRETE TO COMPASS UTILITY LLC

20.D. OTHER/MISCELLANEOUS

20.D.1. COUNTRY AIRE PUMPING STATION UPGRADES

20.D.2. WEST STREET PUMPING STATION

20.D.3. FLAT WATER ESTATES

20.D.4. WATER TREATMENT EXPANSION

20.D.5. ELKHORN ATHLETIC COMPLEX

21. CITY ATTORNEY

21.A. PROPERTY ACQUISITION

22. BUDGET WORK SESSIONS

July 27

August 3

August 17

23. MAYOR'S REPORT

24. UPCOMING ITEMS

- Planning Commission - July 20 - 4:30 p.m.
- Valley Days Planning - July 20 - 6:00 p.m.

VALLEY CITY COUNCIL
SPECIAL MEETING
STRATEGIC PLANNING STUDY
May 24, 2021

Mayor Grove opened the meeting at 12:00 p.m. Present were council members Linda Lewis, Mike Stanzel and Chris TenEyck. Council member Bryon Ueckert was absent. Notice of the meeting held at Thrive Space, 800 North Front Street, Waterloo, Nebraska, was given in advance by publication a copy of the publication is on file at city hall. Advance notice of the meeting was also given to the mayor and council members and a copy of their acknowledgement of receipt of such notice is on file at city hall. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and council members. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Also present were: Police Chief Brett Smith, City Clerk/Treasurer Joan Suhr, Assistant City Clerk/Treasurer Cheryl Eckerman, City Attorneys Jeff Farnham and Andrea Griffin, City Engineer Jim Olmsted, Engineer Greg Perry, Planning Commission Chair Larry Bottger, Building Inspector Michael Burns, Public Works Superintendent Ken Grimm, Library Director Sami Stewart, PeopleService representatives Nate Taylor and Mike Adair, Moderator Al Vacanti and Assistant and Recorder Rosie Russell.

Mayor Grove noted the location of the open meetings act, and stated one copy of all reproducible written material to be discussed at this meeting is available for examination or copying.

Council member Stanzel led the Pledge of Allegiance.

Proof of publication was on the table.

Council member Stanzel moved to approve the agenda. Lewis seconded. Stanzel, TenEyck and Lewis voted YES. NO; no one, motion carried.

Council member Lewis moved to adjourn in closed session at 12 p.m. for the following reasons; 1. To have a strategy session with respect to the possible acquisition of the real estate on which the fire station is located, including the potential terms and conditions of any such acquisition and the legal issues related thereto. 2. To give negotiating guidance to the City Attorney related to such possible acquisition. 3. For protection of the public interest. TenEyck seconded. Lewis, Stanzel and TenEyck voted YES. NO; no one, motion carried.

Mayor Grove stated, "The council will adjourn in closed session to have a strategy session with respect to the possible acquisition of the real estate on which the fire station is located, including the potential terms and conditions of any such acquisition and the legal issues related thereto; to give negotiating guidance to the City Attorney related to such possible acquisition and for protection of the public interest. "

Council member Stanzel moved to reconvene in open session at 12:10 p.m. Lewis seconded. Stanzel, TenEyck and Lewis voted YES. NO; no one. Motion carried

Mayor Grove introduced the facilitator for the planning session, Al Vacanti of Vacanti Municipal Consulting Services LLC.

Mr. Vacanti presented a short overview of the process and stated the need for this planning session is to develop a mission and vision statement, to identify projects related to infrastructure improvements and extensions, succession planning and economic development in order to move Valley closer to the vision of the future.

Mission Statement:

There was discussion and input by participants centering around maintaining a great quality of family living, exceptional public services and opportunities to grow while maintaining our small town identity.

Vision Statement:

Participants were encouraged to focus on a two to three-year period to be referenced and reviewed regularly. The vision statement will act as a guide during the SWOT analysis, (Strengths, Weaknesses, Opportunities and Threats).

The Vision Statement focused on maintaining our small town identity while realizing growth and economic opportunities.

SWOT Analysis:

Strengths – Thirty one strengths were listed

Weakness – Eighteen areas were identified and listed

Opportunities – Fifteen opportunities were identified

Threats – Eleven threats were identified and listed.

Goals and Strategies:

Participants reviewed each of the SWOT categories and chose five to be accomplished and/or started over the next one to two years.

Priority #1 – Succession Planning & Staffing

Priority #2 – City Infrastructure and Extensions

Priority #3 – Update City Code and Subdivision Regulations

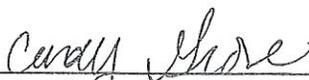
Priority #4 – Review and Update Utility Rates

Priority #5 – City Facilities

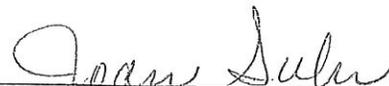
Follow-Up:

Participants committed to A follow-up review and update in two years on May 24, 2023, and to use this report as a management and focus guide.

The meeting was adjourned at 4:15 p.m.



Mayor Cindy Grove



Clerk Joan Suhr

MINUTES
REGULAR MEETING

June 08, 2021

Mayor Grove called the meeting to order at 7:00 p.m. Present were mayor Cindy Grove; council members, Linda Lewis, Chris TenEyck and Bryon Ueckert, city attorney Jeff Farnham, city clerk Joan Suhr. Council member Stanzel was absent. Notice of the meeting was given in advance by publication a copy of the publication is on file at city hall. Advance notice of the meeting was also given to the mayor and council members and a copy of their acknowledgement of receipt of such notice is on file at city hall. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and council members. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Mayor Grove noted the location of the open meetings act, and stated one copy of all reproducible written material to be discussed at this meeting is available for examination or copying.

Council member TenEyck led the Pledge of Allegiance.

Proof of Publication was on the council desk.

Visitors and Correspondence –The Mayor invited anyone present who wished to address an agenda item and is not on the agenda to come forward at this time, noting they will have three minutes to speak. Once Council is into the agenda and business meeting there will be no interaction from the floor.

Dan Quismondo, 204 West Whittingham Street presented a check for \$2500.00 to the K-9 fund from Valley Fire Protection District #5.

Council member Lewis moved to approve the agenda. TenEyck seconded. Lewis, TenEyck,, and Ueckert voted YES. NO; no one, motion carried.

Council member Lewis moved to approve the consent agenda. TenEyck seconded. Lewis, TenEyck and Ueckert voted YES. NO; no one, motion carried. Items on the consent agenda were to accept the treasurer's report, May 11 meeting minutes, May 12 Cemetery Board, May 18 Planning Commission, March 18 Library Board minutes and May Library Statistics, May payroll \$68,548.70/IRA \$1,797.07; May Keno receipts \$3,661.24; PeopleService, Inc. report; reappoint Chris Ott to a 3 year term on the Board of Adjustment; approve checks issued during the month and bills presented for payment. **Supplies Supplies:** Ace Outdoor 107.03; American Button Machines 332.31; Ace Hardware 33/42; Amazon 1958.95; Aqua Chem 1541.19; Bomgaars 129.99; Core & Main 7147.67; Dick's 31/60; Dollar General 22.68; First Book 145.26; Host Coffee 62.01; JD Finanacial 455.27; Jones Automotive 123.66; Kirby Auto 274.24; Lincoln Winwater 594.04; Love's 1427.78; Lowe's 303.67; Menards 224.38; Mastercard 725.56; Michael Todd 974.14; OfficeNet 515.16; Petty Cash 70.75; Rob's Oil 2096.08; Sirchie 167.11;

Postmaster 650.91; USA Bluebook 833.58; Valley Corp 20.25; Fremont Winnelson 120.72
Services: Andersen Plumbing 2576.00; Black Hills Energy 347.05; Cox 1315.29; Code 2 K-9 Services 12,000.00; D & D Concrete Sawing 400.00; Do. Co. Environmental 803.83; Everett's

788.06; Jeffrey B. Farnham 3745.80; Fremont Utilities 30699.70; Giff Property Services 2000.00; Johnson Controls 697.00; Lien Termite Control 92.00; Michael Matzen 823.90; Municipal Code Services 240.00; NDHHS 300.00; NE Sweeping 3459.06; NE Child Support Center 788.32; Olmsted & Perry 39182.11; OPPD 11453.01; PeopleService 22213.00; Powertech 5161.93; Papillion Sanitation 176.49; Century Link 118.72; Thrive Space 453.20; Twin Rivers YMCA 2673.36; Vacanti Municipal Consulting 2500.00; Vrba Const. 82922.00; Scantron 342.50 **Taxes:** Fed 17088.27; NE 2678.23; NE Sales tax 5209.58; IRA 1797.09; **Bond Payments:** FNB/bond 5962.50; FNB/bond 5962.50; NDEQ 19636.34; **Reimburse/Refund:** J. Musson 63.50; B. Smith 408.38; S. Janovsky 300.00; **TIF:** Bluewater 107078.36; Mallard 109828.44; Menard 6257.33; **Ins:** Aflac 990.48; Lincoln Financial 756.07; BCBS 9,484.57; Morgan White 1,218.32.

Doug Eggen gave a report on the 9th annual Veteran's Barbeque held on May 28 and 29. Forty-six teams were entered in the competition, trophies and \$12,500.00 in prize money was awarded. D.C. West cheerleaders assisted the pancake man with breakfast and netted \$1,000.00. The veterans earned \$3,782.00 from raffle ticket and water sales during the event. Mr. Eggen presented a check for \$3,000.00 to Post Commander Dick Rowe.

Joe Herman, 7514 North 279th Street requested on behalf of Valley Shores Homeowners Association permission to close 279th Street for their annual fireworks display on July 3 from 9 to 11 p.m. They have permission from Frank Krejci to use lot 141, due to the new construction in progress. Council member Lewis moved to approve the street closure request. TenEyck seconded. Lewis, TenEyck and Ueckert voted YES. NO; no one, motion carried.

Mr. Herman requested on behalf of Lindsay Ballinger, that 281st Street between Eagle Circle and Heron Circle be closed from 9 to 11 a.m. on July 3 for a kiddie parade. Council member TenEyck moved to approve the street closure request. Lewis seconded. TenEyck, Ueckert and Lewis voted YES. NO; no one, motion carried.

Angie Bekins, 59 Ginger Cove Road representing Ginger Cove Homeowners Association, requested that the Ida Street entrance to Ginger Cove be closed on July 3 and 4 from 8 a.m. to midnight. Frontline Security will be on duty to issue passes and to direct parking in order to avoid street congestion. This will also allow emergency vehicles a quicker and safer route if the need should arise. Council member Lewis moved to approve the street closure request. TenEyck seconded. Lewis, TenEyck and Ueckert voted YES. NO; no one, motion carried.

Officer James Deemer reported K-9 Officer Sonic, a 16 month old Belgian Malinois has arrived. \$23,000.00 of the \$40,000.00 goal has been raised. Sonic and Deemer's training is paid for. The vehicle price with canine package is \$26,000.00. The police department is holding a K-9 fundraiser in the park on June 12 from noon to 3.

Al Vacanti reviewed the strategic planning process, stating this is an opportunity to follow the process for a good management tool. The group developed a mission statement, a vision statement and set goals. A SWOT exercise was completed listing the city's strengths, weaknesses, opportunities and threats. Members then focused on a two-year period identifying and prioritizing tasks, setting a timeline and determining team member(s) responsible to complete same. The session lasted from noon to 4 or 4:30 p.m. Council members have copies of the plan for consideration and adoption at the July 13 meeting.

The park camping rules were updated with changes and additions in 2019, however; the sign in the park was not updated at that time. It is time to update the ordinance to include changes and to add information that online reservations for the camp sites as well as the park shelter are now available.

Council member Lewis introduced Ordinance No. 750 entitled: AN ORDINANCE AMENDING THE VALLEY CITY PARK CAMPING RULES GOVERNING THE CAMPING AREA OPERATED BY THE CITY OF VALLEY WITHIN THE VALLEY CITY PARK and moved that the statutory rule requiring reading on three different days be suspended. Council member TenEyck seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: Lewis, TenEyck and Ueckert. The following voted NO: no one. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter council member Lewis moved for final passage of the ordinance, which motion was seconded by council member Ueckert. The Mayor then stated the question "Shall Ordinance No 750. be passed and adopted." Upon electronic vote, the following Council members voted YES: Lewis, TenEyck and Ueckert. The following voted NO: no one. The passage and adoption of said ordinance having been concurred in by a majority of all members of the council, the Mayor declared the ordinance adopted and the Mayor in the presence of the council signed and approved the ordinance and the clerk attested the passage and approval of the same and affixed her signature thereto. A true, correct and complete copy of said ordinance is on file at city hall.

Council member Ueckert introduced Ordinance No. 751 entitled: AN ORDINANCE OF THE CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA REGULATING VEHICLE TRAFFIC ON SOUTH MAYNE STREET; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH. and moved that the statutory rule requiring reading on three different days be suspended. Council member Lewis seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: Ueckert, Lewis and TenEyck. The following voted NO: No one. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter council member Ueckert moved for final passage of the ordinance, which motion was seconded by council member Lewis. The Mayor then stated the question "Shall Ordinance No. 751 be passed and adopted." Upon electronic vote, the following Council members voted YES: Ueckert, Lewis and TenEyck. The following voted NO: no one. The passage and adoption of said ordinance having been concurred in by a majority of all members of the council, the Mayor declared the ordinance adopted and the Mayor in the presence of the council signed and approved the ordinance and the clerk attested the passage and approval of the same and affixed her signature thereto. A true, correct and complete copy of said ordinance is on file at city hall.

Officer Dunham noted and recommended a couple of sections of the code book need to be updated to remain in compliance with recently passed legislation.

Council member TenEyck introduced Ordinance No. 752 entitled: AN ORDINANCE REPEALING SECTION 3-118 OF THE MUNICIPAL CODE; AN ORDINANCE PROVIDING FOR THE SPEED LIMIT OF MOTOR VEHICLES; PROVIDING FOR AN EFFECTIVE DATE OF

THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH, and moved that the statutory rule requiring reading on three different days be suspended. Council member Lewis seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: TenEyck, Ueckert and Lewis. The following voted NO: no one. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter council member TenEyck moved for final passage of the ordinance, which motion was seconded by council member Ueckert. The Mayor then stated the question "Shall Ordinance No. 752 be passed and adopted." Upon electronic vote, the following Council members voted YES: TenEyck, Ueckert and Lewis. The following voted NO: no one. The passage and adoption of said ordinance having been concurred in by a majority of all members of the council, the Mayor declared the ordinance adopted and the Mayor in the presence of the council signed and approved the ordinance and the clerk attested the passage and approval of the same and affixed her signature thereto. A true, correct and complete copy of said ordinance is on file at city hall.

Council member Lewis introduced Ordinance No.753 entitled: AN ORDINANCE OF THE CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA PROHIBITING POSSESSION OF TOBACCO PRODUCTS BY MINORS; PROVIDING PENALTIES FOR VIOLATION; REPEALING ALL ORDINANCES OF PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE EFFECTIVE DATE THEREOF; and moved that the statutory rule requiring reading on three different days be suspended. Council member Ueckert seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: Lewis, TenEyck and Ueckert. The following voted NO: no one. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter council member Lewis moved for final passage of the ordinance, which motion was seconded by council member TenEyck. The Mayor then stated the question "Shall Ordinance No. 753 be passed and adopted." Upon electronic vote, the following Council members voted YES: Lewis, TenEyck and Ueckert. The following voted NO: no one. The passage and adoption of said ordinance having been concurred in by a majority of all members of the council, the Mayor declared the ordinance adopted and the Mayor in the presence of the council signed and approved the ordinance and the clerk attested the passage and approval of the same and affixed her signature thereto. A true, correct and complete copy of said ordinance is on file at city hall.

City Engineer – A. Flatwater Improvements Phase 3 Rebid (Sanitary Sewer, Storm Sewer & Water Main). Greg Perry reported the project is 80% complete with the line to Timber Shores left to complete. He recommended council approve Vrba pay request.

Council member TenEyck introduced, read and moved for passage of Vrba Construction pay request #6, \$125,159.59. Lewis seconded. TenEyck, Ueckert and Lewis voted YES. NO; no one, motion carried. A true, correct and complete copy of said resolution is on file at city hall.

B. Sanitary Sewer Rebid (part A) – 2019 Flood Damages. Jim Olmsted said there was de-watering in five locations that were not in the bid and recommended council approve change order #1.

Council member Lewis moved to approve Vrba Construction change order #1 for \$60,000.00, for additional dewatering costs. Ueckert seconded. Lewis, TenEyck and Ueckert voted YES. NO; no one, motion carried.

Mr. Olmsted reported the work is 90% complete and recommended approval of contractor pay application #3.

Council member Ueckert introduced, read and moved for passage of Resolution No. 2021-29 to approve Vrba pay request #3 for \$82,922.00. Lewis seconded. Ueckert, Lewis and TenEyck voted YES. NO; no one, motion carried. A true, correct and complete copy of said resolution is on file at city hall.

Mr. Olmsted explained the project had taken longer than anticipated to complete and recommended the council approve the contract extension.

Council member Lewis moved to approve Change Order #1 to extend the 2019 Flood - Gardiner Street Pavement replacement contract substantial completion date to June 30, 2021. Ueckert seconded. Lewis, TenEyck and Ueckert voted YES. NO; no one, motion carried.

Mr. Olmsted reported the Gardiner Street replacement scheduled to begin June 7 has been changed. Meigs Street replacement project will begin June 7.

C. 2021 Street resurfacing project/Meigs Street pavement reconstruction. – Jim Olmsted said with the scheduling change, Meigs Street will be completed before moving to Gardiner Street reconstruction.

D. Country Aire pumping station upgrades – Greg Perry asked that action on this project be tabled to the July meeting. The bid received was significantly higher than estimated.

E. Falcon Business Park.

Council member TenEyck moved to authorize the engineer to advertise for bids for construction of Falcon Business Park sanitary sewer & water main & paving improvements. Lewis seconded. TenEyck, Ueckert and Lewis voted YES. NO; no one, motion carried.

F. West Street Pumping Station – Greg Perry reported the lift station shell is in place and pumps need to be ordered. He recommended approval of the proposal received for the pumps.

Council member Ueckert moved to accept the proposal of Bert Gurney & Associates, Inc for pumps for the West Street pumping station. Lewis seconded. Ueckert, Lewis and TenEyck voted YES. NO; no one, motion carried.

G. Other/Miscellaneous - Jim Olmsted reported the loan application for water improvements project has been submitted to the State. He included dollars to paint the water tower in the request.

City Attorney – Working with Flatwater Estates, a preliminary plat will be ready for planning commission in August.

His office is working on the personnel manual and subdivision regulations updates.

He and the Mayor met with fire department and is waiting for their response.

Falcon Business park agreements are signed with the bank name needing to be inserted, and he is working on zoning east of town.

Mayor's Report – The city administrator job description and application are posted on the League website.

Six residences in the Meigs Street construction zone will have to go to the post office for their mail as the post office will not deliver in the construction zone.

The portable speed signs have been operating at various locations in the City.

The K-9 Fundraiser is in the city park pavilion on June 12 from noon to 3 p.m.

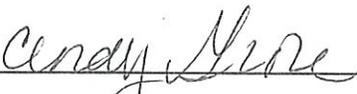
The new website and app are online. We can now update people via the app, the website and on facebook.

Work on the trail begins June 14 at Twin Rivers Y with a 95 day completion time.

The Waterloo Valley Youth / American Legion presented awards of appreciation to the City for help during flood relief and for the years of cooperation between the organizations.

Upcoming events: Tree Board meeting June 14 @6:30 p.m., Planning Commission meeting June 15 @4:30 p.m., Valley Days Planning meeting June 15 @ 6 p.m., BBQ wrap up meeting June 29 @ 4:00 p.m.

The meeting was adjourned at 7:45 p.m.



Mayor Cindy Grove



City Clerk Joan Suhr

MANUAL CHECKS FOR JUNE 2021		
	<u>CHECK #</u>	<u>AMOUNT</u>
Patrick Ratigan	51909	214.20
Verizon Wireless	51910	242.42
J.D.'s Car Wash	51911	71.40
Nebraska Child Support Center	51912	394.16
Mallard (TIF)	51913	15,405.31
Postmaster	51914	160.65
Postmaster	51916	398.31
TOTAL		\$16,886.45

CASH REQUIREMENTS REPORT

INVOICE/LN	STAT	VENDOR NO/NAME	DUE DATE	REFERENCE	GROSS	DISCOUNT	PAYMENT NET	AMOUNT
1 FIRST NEBRASKA BANK- CHECKING								
38838	1 S	2031 THREE POINTS LAKE DEVEL	5/31/2010	VAL SHORES TIF PAY#29	.00	.00	.00	_____
39138	1 S	615 FIRST NEBRASKA BANK	7/31/2010	IRA	.00	.00	.00	_____
39138	2 S	615 FIRST NEBRASKA BANK	7/31/2010	EXTRA IRA	.00	.00	.00	_____
		* DATE TOTAL *			.00	.00	.00	_____
116659	1 S	105 AFLAC	7/14/2021	AFLAC WITHHELD	990.48	.00	990.48	_____
123444	1 S	121 ACE HARDWARE #339C	7/14/2021	MATERIALS	6.99	.00	6.99	_____
123444	2 S	121 ACE HARDWARE #339C	7/14/2021	SHOP	14.98	.00	14.98	_____
1GQPQCGJ77	1 S	127 AMAZON CAPITAL SERVICES	7/14/2021	OFFICE SUPPLIES	30.94	.00	30.94	_____
1YQY41Y1G4	1 S	127 AMAZON CAPITAL SERVICES	7/14/2021	MISCELLANEOUS (MAYOR)	159.99	.00	159.99	_____
12902	1 S	130 ANDERSEN PLUMBING, INC.	7/14/2021	REPAIR/CONTRACTING	1681.25	.00	1681.25	_____
4334396858	1 S	132 SYNCB/AMAZON	7/14/2021	GRANT EXPENDITURES	277.93	.00	277.93	_____
4363883849	1 S	132 SYNCB/AMAZON	7/14/2021	MISC. SUPPLIES	8.49	.00	8.49	_____
5987566838	1 S	132 SYNCB/AMAZON	7/14/2021	OFFICE SUPPLIES	97.34	.00	97.34	_____
6/2021	1 S	132 SYNCB/AMAZON	7/14/2021	SPECIAL PROGRAMS	69.91	.00	69.91	_____
6637757893	1 S	132 SYNCB/AMAZON	7/14/2021	VIDEO-AUDIO TAPES	116.88	.00	116.88	_____
9545933334	1 S	132 SYNCB/AMAZON	7/14/2021	BOOKS	706.75	.00	706.75	_____
2815585	1 S	150 AKRS EQUIPMENT	7/14/2021	GATOR 2020	20.96	.00	20.96	_____
32621	1 S	159 ARPS	7/14/2021	CONCRETE	441.50	.00	441.50	_____
32670	1 S	159 ARPS	7/14/2021	REPAIR/MAINTENANCE	855.75	.00	855.75	_____
00196616	1 S	176 AQUA-CHEM, INC.	7/14/2021	CHEMICALS	684.95	.00	684.95	_____
16645952	1 S	242 BOMGAARS	7/14/2021	SMALL EQUIPMENT	27.99	.00	27.99	_____
06/2021	1 S	253 BLACK HILLS ENERGY	7/14/2021	GAS	2.21	.00	2.21	_____
06/2021	2 S	253 BLACK HILLS ENERGY	7/14/2021	GAS	10.09	.00	10.09	_____
06/2021	3 S	253 BLACK HILLS ENERGY	7/14/2021	GAS	8.93	.00	8.93	_____
06/2021	4 S	253 BLACK HILLS ENERGY	7/14/2021	GAS	7.00	.00	7.00	_____
06/2021	5 S	253 BLACK HILLS ENERGY	7/14/2021	GAS	4.46	.00	4.46	_____
06/2021	6 S	253 BLACK HILLS ENERGY	7/14/2021	GAS	15.92	.00	15.92	_____
06/2021	7 S	253 BLACK HILLS ENERGY	7/14/2021	GAS	.47	.00	.47	_____
1182029	1 S	345 J P COOKE COMPANY	7/14/2021	MATERIALS	18.70	.00	18.70	_____
1182673	1 S	345 J P COOKE COMPANY	7/14/2021	MATERIALS	262.35	.00	262.35	_____
06/2021	1 S	384 COX BUSINESS SERVICES	7/14/2021	TELEPHONE	299.24	.00	299.24	_____
06/2021	2 S	384 COX BUSINESS SERVICES	7/14/2021	TELEPHONE	428.58	.00	428.58	_____
06/2021	3 S	384 COX BUSINESS SERVICES	7/14/2021	MISCELLANEOUS (MAYOR)	5.54	.00	5.54	_____
06/2021	4 S	384 COX BUSINESS SERVICES	7/14/2021	TELEPHONE/PAGERS	166.86	.00	166.86	_____
06/2021	5 S	384 COX BUSINESS SERVICES	7/14/2021	TELEPHONE	262.91	.00	262.91	_____
06/2021	6 S	384 COX BUSINESS SERVICES	7/14/2021	TELEPHONE	76.65	.00	76.65	_____
06/2021	7 S	384 COX BUSINESS SERVICES	7/14/2021	TELEPHONE	76.65	.00	76.65	_____
06/2021	1 S	421 JAMES DEEMER	7/14/2021	MILEAGE/EXPENSES	346.46	.00	346.46	_____
501483108	1 S	430 DIAMOND VOGEL PAINT CTR	7/14/2021	PAVEMENT MARKING	537.05	.00	537.05	_____
261737	1 S	431 DICK'S VALLEY MARKET	7/14/2021	OPERATING	5.33	.00	5.33	_____
261737	2 S	431 DICK'S VALLEY MARKET	7/14/2021	OPERATING	5.33	.00	5.33	_____
261737	3 S	431 DICK'S VALLEY MARKET	7/14/2021	OPERATING	5.32	.00	5.32	_____
06/2021	1 S	455 DOUGLAS COUNTY POST-GAZ	7/14/2021	MINUTES/NOTICES	259.63	.00	259.63	_____
54807	1 S	463 DU-RITE ELECTRIC, INC.	7/14/2021	BALLFIELD	400.00	.00	400.00	_____
49968	1 S	500 EMC INSURANCE COMPANIES	7/14/2021	INSURANCE	583.00	.00	583.00	_____
49968	1 S	522 Embroidery Connection	7/14/2021	OPERATING	365.50	.00	365.50	_____
49968	2 S	522 Embroidery Connection	7/14/2021	OPERATING	383.50	.00	383.50	_____

CASH REQUIREMENTS REPORT

INVOICE/LN	STAT	VENDOR NO/NAME	DUE DATE	REFERENCE	GROSS	DISCOUNT	PAYMENT NET	AMOUNT
904965912	1 S	532 EVOQUA WATER TECHNOLOGI	7/14/2021	MATERIALS	14288.16	.00	14288.16	_____
37833	1 S	533 EVERETT'S	7/14/2021	TIRE/TIRE REPAIR	33.50	.00	33.50	_____
37840	1 S	533 EVERETT'S	7/14/2021	VEHICLES/LABOR	85.00	.00	85.00	_____
37840	2 S	533 EVERETT'S	7/14/2021	REPAIR/MAINTENANCE/PARTS	43.39	.00	43.39	_____
06/2021	1 S	610 JEFFREY B. FARNHAM, P.C.	7/14/2021	ACCESS COMMERCIAL	122.50	.00	122.50	_____
06/2021	2 S	610 JEFFREY B. FARNHAM, P.C.	7/14/2021	ANNEXATION TITLE SEARCH	360.00	.00	360.00	_____
06/2021	3 S	610 JEFFREY B. FARNHAM, P.C.	7/14/2021	CAMPER PADS	157.50	.00	157.50	_____
06/2021	4 S	610 JEFFREY B. FARNHAM, P.C.	7/14/2021	COUNCIL MTG AND PREP	612.50	.00	612.50	_____
06/2021	5 S	610 JEFFREY B. FARNHAM, P.C.	7/14/2021	FALCON BUSINESS PARK	490.00	.00	490.00	_____
06/2021	6 S	610 JEFFREY B. FARNHAM, P.C.	7/14/2021	FLATWATER ESTATES	420.00	.00	420.00	_____
06/2021	7 S	610 JEFFREY B. FARNHAM, P.C.	7/14/2021	FRANCHISE	52.50	.00	52.50	_____
06/2021	8 S	610 JEFFREY B. FARNHAM, P.C.	7/14/2021	MEETINGS/CALLS	122.50	.00	122.50	_____
06/2021	9 S	610 JEFFREY B. FARNHAM, P.C.	7/14/2021	L&J SUBDIVISION	87.50	.00	87.50	_____
06/2021	10 S	610 JEFFREY B. FARNHAM, P.C.	7/14/2021	PLANNING COMMISSION	227.50	.00	227.50	_____
06/2021	11 S	610 JEFFREY B. FARNHAM, P.C.	7/14/2021	WELTON	1367.51	.00	1367.51	_____
06/2021	12 S	610 JEFFREY B. FARNHAM, P.C.	7/14/2021	ZONING/CODE ENFORCEMENT	245.00	.00	245.00	_____
06/2021	13 S	610 JEFFREY B. FARNHAM, P.C.	7/14/2021	REIMBURSEMENT	1461.50	.00	1461.50	_____
06/2021	14 S	610 JEFFREY B. FARNHAM, P.C.	7/14/2021	PERSONNEL	1146.00	.00	1146.00	_____
4754970	1 S	612 FASTSIGNS	7/14/2021	CAMPER PADS	388.43	.00	388.43	_____
84	1 S	617 FIRST STATE BANK NEBRAS	7/14/2021	BOND INTEREST	3237.34	.00	3237.34	_____
84	2 S	617 FIRST STATE BANK NEBRAS	7/14/2021	BOND PAYMENT	2725.16	.00	2725.16	_____
84	1 S	618 FIRST NEBRASKA BANK/BON	7/14/2021	BOND INTEREST	3237.34	.00	3237.34	_____
84	2 S	618 FIRST NEBRASKA BANK/BON	7/14/2021	BOND PAYMENT	2725.16	.00	2725.16	_____
06/2021	1 S	635 FREMONT DEPT. OF UTILIT	7/14/2021	FREMONT/TREATMENT	32092.00	.00	32092.00	_____
1314755	1 S	827 HOST COFFEE SERVICE	7/14/2021	OPERATING	56.88	.00	56.88	_____
00014603	1 S	912 IOWA PUMP WORKS	7/14/2021	REPAIR/CONTRACTING	3240.00	.00	3240.00	_____
00014603	2 S	912 IOWA PUMP WORKS	7/14/2021	REPAIR/MAINT. LIFT STATION	150.00	.00	150.00	_____
06/2021	1 S	1002 J.D. 'S CAR WASH & DETAI	7/14/2021	CAR WASH/DETAILING	69.70	.00	69.70	_____
2788655	1 S	1007 JOHN DEERE FINANCIAL	7/14/2021	2012 1545 MOWER	1111.64	.00	1111.64	_____
2815587	1 S	1007 JOHN DEERE FINANCIAL	7/14/2021	GATOR 2020	14.02	.00	14.02	_____
2021059	1 S	1114 KANSAS HIGHWAY PATROL	7/14/2021	CARES ACT EXPENDITURES	24600.00	.00	24600.00	_____
2035319	1 S	1210 LAYNE-CHRISTENSEN	7/14/2021	PROFESSIONAL SCHOOLING	500.00	.00	500.00	_____
1000455	1 S	1213 LEAK INVESTIGATORS LLC	7/14/2021	EQUIPMENT-REPAIR/MATINENANCE	525.00	.00	525.00	_____
18005	1 S	1220 LEAGUE OF NEBR. MUNICIPI	7/14/2021	SCHOOLS	420.00	.00	420.00	_____
06/2021	1 S	1222 LINCOLN FINANCIAL GROUP	7/14/2021	DENTAL INSURANCE	137.96	.00	137.96	_____
06/2021	2 S	1222 LINCOLN FINANCIAL GROUP	7/14/2021	DENTAL INSURANCE	572.36	.00	572.36	_____
06/2021	3 S	1222 LINCOLN FINANCIAL GROUP	7/14/2021	DENTAL INSURANCE	194.30	.00	194.30	_____
06/2021	4 S	1222 LINCOLN FINANCIAL GROUP	7/14/2021	DENTAL INSURANCE	47.28	.00	47.28	_____
06/2021	5 S	1222 LINCOLN FINANCIAL GROUP	7/14/2021	DENTAL INSURANCE	23.64	.00	23.64	_____
06/2021	6 S	1222 LINCOLN FINANCIAL GROUP	7/14/2021	DENTAL INSURANCE	23.64	.00	23.64	_____
06/2021	7 S	1222 LINCOLN FINANCIAL GROUP	7/14/2021	DENTAL INSURANCE	98.69	.00	98.69	_____
6000304187	1 S	1234 LOVE'S TRAVEL STOPS	7/14/2021	GAS/OIL	291.54	.00	291.54	_____
6002846340	1 S	1234 LOVE'S TRAVEL STOPS	7/14/2021	GAS & OIL	284.10	.00	284.10	_____
6002995482	1 S	1234 LOVE'S TRAVEL STOPS	7/14/2021	GAS & OIL	326.02	.00	326.02	_____
6002999725	1 S	1234 LOVE'S TRAVEL STOPS	7/14/2021	GAS & OIL	112.71	.00	112.71	_____
6003018384	1 S	1234 LOVE'S TRAVEL STOPS	7/14/2021	GAS / OIL	375.62	.00	375.62	_____
6003022576	1 S	1234 LOVE'S TRAVEL STOPS	7/14/2021	GAS / OIL	175.61	.00	175.61	_____
6003022576	2 S	1234 LOVE'S TRAVEL STOPS	7/14/2021	GAS / OIL	24.32	.00	24.32	_____
6003042622	1 S	1234 LOVE'S TRAVEL STOPS	7/14/2021	GAS & OIL	32.20	.00	32.20	_____
6003042622	2 S	1234 LOVE'S TRAVEL STOPS	7/14/2021	GAS & OIL	152.37	.00	152.37	_____

CASH REQUIREMENTS REPORT

INVOICE/LN	STAT	VENDOR NO/NAME	DUE DATE	REFERENCE	GROSS	DISCOUNT	NET	PAYMENT AMOUNT
6003066927	1 S	1234 LOVE'S TRAVEL STOPS	7/14/2021	GAS / OIL	349.80	.00	349.80	
6003066928	1 S	1234 LOVE'S TRAVEL STOPS	7/14/2021	GAS / OIL	30.02	.00	30.02	
6003069764	1 S	1234 LOVE'S TRAVEL STOPS	7/14/2021	GAS / OIL	224.57	.00	224.57	
02096	1 S	1240 LOWE'S COMPANIES, INC.	7/14/2021	ARBORETUM MATERIALS	18.45	.00	18.45	
02096	2 S	1240 LOWE'S COMPANIES, INC.	7/14/2021	REPAIR/MAINTENANCE	26.58	.00	26.58	
02096	3 S	1240 LOWE'S COMPANIES, INC.	7/14/2021	REPAIR MAINTENANCE	9.49	.00	9.49	
02435	1 S	1240 LOWE'S COMPANIES, INC.	7/14/2021	REPAIR/MAINTENANCE	225.14	.00	225.14	
6/2021	1 S	1313 MICHAEL R. MATZEN	7/14/2021		310.45	.00	310.45	
6/2021	2 S	1313 MICHAEL R. MATZEN	7/14/2021		107.46	.00	107.46	
6/2021	3 S	1313 MICHAEL R. MATZEN	7/14/2021		107.46	.00	107.46	
6/2021	4 S	1313 MICHAEL R. MATZEN	7/14/2021		298.53	.00	298.53	
11946	1 S	1317 MENARDS - FREMONT	7/14/2021	OPERATING	65.76	.00	65.76	
12077	1 S	1317 MENARDS - FREMONT	7/14/2021	PARK- MATERIALS	17.99	.00	17.99	
12077	2 S	1317 MENARDS - FREMONT	7/14/2021	MISC SUPPLIES- POOL	9.85	.00	9.85	
12077	3 S	1317 MENARDS - FREMONT	7/14/2021	SHOP	4.13	.00	4.13	
12190	1 S	1317 MENARDS - FREMONT	7/14/2021	SHOP	41.47	.00	41.47	
12190	2 S	1317 MENARDS - FREMONT	7/14/2021	MISCELLANEOUS SUPPLIES	9.96	.00	9.96	
12968	1 S	1317 MENARDS - FREMONT	7/14/2021	PARK- REPAIR MAINTENANCE	13.96	.00	13.96	
12968	2 S	1317 MENARDS - FREMONT	7/14/2021	STREETS- PAVEMENT MARKING	37.92	.00	37.92	
10144	1 S	1326 MIDWEST RADAR & EQUIPME	7/14/2021	EQUIPMENT-REPAIR/MAINTENANCE	200.00	.00	200.00	
201754	1 S	1328 MICHAEL TODD & CO., INC	7/14/2021	STREET SIGNS	88.76	.00	88.76	
201913	1 S	1328 MICHAEL TODD & CO., INC	7/14/2021	MATERIALS	132.63	.00	132.63	
27191	1 S	1363 MENARDS-ELKHORN	7/14/2021	SHOP	20.72	.00	20.72	
28109	1 S	1363 MENARDS-ELKHORN	7/14/2021	SHOP	87.20	.00	87.20	
28109	2 S	1363 MENARDS-ELKHORN	7/14/2021	CONCRETE	69.86	.00	69.86	
28599	1 S	1363 MENARDS-ELKHORN	7/14/2021	SAFETY SUPPLY	29.94	.00	29.94	
28599	2 S	1363 MENARDS-ELKHORN	7/14/2021	MISCELLANEOUS (SMALL TOOLS)	2.99	.00	2.99	
2021-34	1 S	1421 N L & L CONCRETE INC.	7/14/2021	REPAIR/MAINTENANCE	253703.25	.00	253703.25	
2021-35	1 S	1421 N L & L CONCRETE INC.	7/14/2021	CAPITAL OUTLAY/PAVING	193113.00	.00	193113.00	
2120	1 S	1457 NEBRASKA SWEEPING, INC.	7/14/2021	STREET SWEEP	2963.45	.00	2963.45	
06/2021	1 S	1495 GERRI NORDELL	7/14/2021	MISCELLANEOUS	49.15	.00	49.15	
06/2021	1 S	1510 OMAHA PUBLIC POWER DIST	7/14/2021	GENERAL	136.28	.00	136.28	
06/2021	2 S	1510 OMAHA PUBLIC POWER DIST	7/14/2021	POLICE	292.61	.00	292.61	
06/2021	3 S	1510 OMAHA PUBLIC POWER DIST	7/14/2021	LIBRARY	206.12	.00	206.12	
06/2021	4 S	1510 OMAHA PUBLIC POWER DIST	7/14/2021	POOL	281.39	.00	281.39	
06/2021	5 S	1510 OMAHA PUBLIC POWER DIST	7/14/2021	PARKS	291.09	.00	291.09	
06/2021	6 S	1510 OMAHA PUBLIC POWER DIST	7/14/2021	EMD	132.32	.00	132.32	
06/2021	7 S	1510 OMAHA PUBLIC POWER DIST	7/14/2021	WATER	2474.39	.00	2474.39	
06/2021	8 S	1510 OMAHA PUBLIC POWER DIST	7/14/2021	WASTEWATER	3435.87	.00	3435.87	
06/2021	9 S	1510 OMAHA PUBLIC POWER DIST	7/14/2021	STREETS	507.31	.00	507.31	
06/2021	10 S	1510 OMAHA PUBLIC POWER DIST	7/14/2021	STREET LIGHTS	4550.76	.00	4550.76	
06/2021	1 S	1513 OFFICE NET	7/14/2021	BUILDING INSPECTOR SUPPLIES	77.29	.00	77.29	
06/2021	2 S	1513 OFFICE NET	7/14/2021	OFFICE SUPPLIES	77.63	.00	77.63	
06/2021	3 S	1513 OFFICE NET	7/14/2021	OFFICE SUPPLIES	6.98	.00	6.98	
06/2021	4 S	1513 OFFICE NET	7/14/2021	OFFICE SUPPLIES	79.84	.00	79.84	
06/2021	5 S	1513 OFFICE NET	7/14/2021	OFFICE SUPPLIES	39.19	.00	39.19	
06/2021	6 S	1513 OFFICE NET	7/14/2021	OFFICE SUPPLIES	39.21	.00	39.21	
0037913	1 S	1617 PEOPLESERVICE INC.	7/14/2021	PEOPLE-SERVICE	11328.63	.00	11328.63	
0037913	2 S	1617 PEOPLESERVICE INC.	7/14/2021	PEOPLE-SERVICE	10884.37	.00	10884.37	
06/2021	1 S	1627 PETTY CASH	7/14/2021	OPERATING	15.00	.00	15.00	

CASH REQUIREMENTS REPORT

INVOICE/LN	STAT	VENDOR NO/NAME	DUE DATE	REFERENCE	GROSS	DISCOUNT	PAYMENT NET	AMOUNT
06/2021	2 S	1627 PETTY CASH	7/14/2021	PETTY CASH/POSTAGE	10.75	.00	10.75	_____
06/2021	3 S	1627 PETTY CASH	7/14/2021	PETTY CASH	22.50	.00	22.50	_____
20846	1 S	1630 ELEMETAL FABRICATION LL	7/14/2021	EQUIPMENT REPAIR LABOR	481.20	.00	481.20	_____
W53090	1 S	1645 POWERTECH	7/14/2021	REPAIR/CONTRACTING	437.50	.00	437.50	_____
W53093	1 S	1645 POWERTECH	7/14/2021	REPAIR/CONTRACTING	250.00	.00	250.00	_____
W53093	2 S	1645 POWERTECH	7/14/2021	REPAIR/MAINT.- LIFT STATION	354.43	.00	354.43	_____
W53095	1 S	1645 POWERTECH	7/14/2021	REPAIR/CONTRACTING	308.46	.00	308.46	_____
W53095	2 S	1645 POWERTECH	7/14/2021	TAX	21.59	.00	21.59	_____
0621093	1 S	1650 PUBLICATION PRINTING	7/14/2021	OFFICE SUPPLIES	38.09	.00	38.09	_____
0621093	2 S	1650 PUBLICATION PRINTING	7/14/2021	OFFICE SUPPLIES	38.08	.00	38.08	_____
0621093	3 S	1650 PUBLICATION PRINTING	7/14/2021	OFFICE SUPPLIES	38.08	.00	38.08	_____
0721010	1 S	1650 PUBLICATION PRINTING	7/14/2021	OFFICE SUPPLIES	41.19	.00	41.19	_____
0721010	2 S	1650 PUBLICATION PRINTING	7/14/2021	OFFICE SUPPLIES	41.18	.00	41.18	_____
0721010	3 S	1650 PUBLICATION PRINTING	7/14/2021	OFFICE SUPPLIES	41.18	.00	41.18	_____
0721010	4 S	1650 PUBLICATION PRINTING	7/14/2021	CAMPER PADS	184.40	.00	184.40	_____
5969460	1 S	1653 PAPILLION SANITATION	7/14/2021	TRASH PICK UP	50.00	.00	50.00	_____
5969460	2 S	1653 PAPILLION SANITATION	7/14/2021	TRASH PICK UP	56.66	.00	56.66	_____
5969460	3 S	1653 PAPILLION SANITATION	7/14/2021	TRASH PICK UP	50.00	.00	50.00	_____
5969460	4 S	1653 PAPILLION SANITATION	7/14/2021	TRASH PICK UP	19.83	.00	19.83	_____
06/2021	1 S	1709 CENTURY LINK	7/14/2021	TELEPHONE	60.52	.00	60.52	_____
6626-1	1 S	1902 SHERWIN WILLIAMS	7/14/2021	PAVEMENT MARKING	66.94	.00	66.94	_____
8062789110	1 S	1940 STAPLES	7/14/2021	BUILDING INSPECTOR SUPPLIES	4369.49	.00	4369.49	_____
06/2021	1 S	1961 BRETT SMITH	7/14/2021	MILEAGE/EXPENSES	180.32	.00	180.32	_____
21-000098	1 S	2027 TREKK DESIGN GROUP, LLC	7/14/2021	LINES-REPAIR/CONTRACTING	1000.00	.00	1000.00	_____
21-000351	1 S	2027 TREKK DESIGN GROUP, LLC	7/14/2021	LINES-REPAIR/CONTRACTING	2250.00	.00	2250.00	_____
21-000351	2 S	2027 TREKK DESIGN GROUP, LLC	7/14/2021	FEES	50.00	.00	50.00	_____
21-000446	1 S	2027 TREKK DESIGN GROUP, LLC	7/14/2021	REPAIR/CONTRACTING	500.00	.00	500.00	_____
06/2021	1 S	2041 TWIN RIVERS YMCA	7/14/2021	FEES	5160.03	.00	5160.03	_____
062021	1 S	2041 TWIN RIVERS YMCA	7/14/2021	FEES	2673.36	.00	2673.36	_____
S1700375.0	1 S	2117 UNITED ELECTRIC SUPPLY	7/14/2021	REPAIR/MAINTENANCE	84.00	.00	84.00	_____
2021-33	1 S	2240 VRBA CONSTRUCTION, INC.	7/14/2021	REPAIR/MAINTENANCE	91136.48	.00	91136.48	_____
752	1 S	2315 WEST-E-CON	7/14/2021	REPAIR/CONTRACTING	375.00	.00	375.00	_____
752	2 S	2315 WEST-E-CON	7/14/2021	REPAIR/MAINT.-LIFT STATION	959.82	.00	959.82	_____
15367	1 S	2319 WIESE PLUMBING & EXCAVA	7/14/2021	REPAIR/CONTRACTING	606.00	.00	606.00	_____
15367	2 S	2319 WIESE PLUMBING & EXCAVA	7/14/2021	REPAIR/MAINTENANCE	60.00	.00	60.00	_____
15367	3 S	2319 WIESE PLUMBING & EXCAVA	7/14/2021	MATERIALS	165.00	.00	165.00	_____
36230101	1 S	2324 FREMONT WINNELSON CO.	7/14/2021	BALLFIELD	83.71	.00	83.71	_____
36230101	2 S	2324 FREMONT WINNELSON CO.	7/14/2021	OPERATING EXPENSES	115.14	.00	115.14	_____
80034948	1 S	2337 JP MORGAN CHASE	7/14/2021	COMPUTER SUPPORT	292.50	.00	292.50	_____
48617	1 S	2342 WINDOW PRO	7/14/2021	REPAIR/MAINTENANCE	10.00	.00	10.00	_____
48617	2 S	2342 WINDOW PRO	7/14/2021	MISC-REPAIR/MTN;LEASES/S	10.00	.00	10.00	_____
07/09/2021	1 S	11160 TYLER VALENTINE	7/14/2021	REFUNDS	150.00	.00	150.00	_____
07/09/2021	1 S	11161 MARK REINHARDT	7/14/2021	REFUND	150.00	.00	150.00	_____
07/09/2021	1 S	11162 TERRY & LISA CONNEALY	7/14/2021	REFUNDS	150.00	.00	150.00	_____
07/09/2021	1 S	11163 TOVAH CONNEALY	7/14/2021	REFUNDS	150.00	.00	150.00	_____
07/09/2021	1 S	11164 EMMA ZERATSKY	7/14/2021	REFUNDS	150.00	.00	150.00	_____
07/09/2021	1 S	11165 TYLER & LAUREN JOHNSON	7/14/2021	REFUNDS	150.00	.00	150.00	_____
07/09/2021	1 S	11166 MELISSA SMITH	7/14/2021	REFUNDS	150.00	.00	150.00	_____
07/09/2021	1 S	11167 BRIAN & TERESA DOSTAL	7/14/2021	REFUNDS	150.00	.00	150.00	_____
07/09/2021	1 S	11168 AARON OQUIST	7/14/2021	REFUNDS	150.00	.00	150.00	_____

CASH REQUIREMENTS REPORT

INVOICE/LN	STAT	VENDOR NO/NAME	DUE DATE	REFERENCE	GROSS	DISCOUNT	PAYMENT NET	AMOUNT
06/2021	1 S	30004 GOEDEN CONSTRUCTION	7/14/2021	PERMIT REFUND	500.00	.00	500.00	_____
06/2021	1 S	30005 GEM HILDING LLC	7/14/2021	PERMIT REFUND	1000.00	.00	1000.00	_____
1012	1 S	30006 VALLEY CORPORATION	7/14/2021	PERMIT REFUND	1000.00	.00	1000.00	_____
14344	1 S	30007 GIFFORD CONSTRUCTION	7/14/2021	PERMIT REFUND	1000.00	.00	1000.00	_____
1005	1 S	30008 IDEAL DESIGN	1. 7/14/2021	PERMIT REFUND	1000.00	.00	1000.00	_____
		* DATE TOTAL *			715788.00	.00	715788.00	
		** BANK TOTAL **			715788.00	.00	715788.00	
		** REPORT TOTAL **			715788.00	.00	715788.00	

June 2021								
EMPLOYEE	Wage 06/04/21	IRA	Wage 06/18/21	IRA	Wage	IRA	Council	Wage
Joan Suhr	\$2,702.40		\$2,702.40				Stanzel	\$930.00
Michael Burns	\$2,590.58	\$77.72	\$2,598.36	\$77.95			Ueckert	\$810.00
Stacy Spinar	\$1,530.41	\$30.60	\$1,539.98	\$30.80			Grove	\$1,350.00
Cheryl Eckerman	\$2,038.64	\$61.16	\$1,967.36	\$59.02			Lewis	\$870.00
Kenny Grimm	\$2,690.08	\$80.70	\$2,549.33	76.48			Teneyck	\$870.00
Tim Sheets	\$2,145.66	\$64.37	\$1,783.11	\$53.49				
Patrick Ratigan	\$1,532.26	\$45.97	\$1,435.96	\$43.08				
Doug Eggen	\$2,932.60	\$87.98	\$1,921.98	\$57.66				
James Musson	\$1,945.72	\$58.37	\$1,809.93	\$54.30				
Jacob O'Connor	\$954.75		\$913.38					
Adam Bates	\$135.00		\$255.00					
Alexandra Drake			\$120.00					
Wesley Harrah			\$131.25					
Kristin Jones	\$308.75		\$479.75					
Clark, Caleb	\$247.00		\$451.25					
Deemer James	\$2,848.33	\$85.45	\$2,266.57	\$68.00				
Matthew Herrick								
Kurt Muhle	\$2,929.77	\$87.89	\$2,677.23	\$80.32				
Patrick McDowell								
Brett Smith	\$2,601.93	\$78.06	\$2,601.93	\$78.06				
Greg Scheer								
Roy Napora			\$152.00					
Ken Dohrmann	\$285.00							
Tim, Hrbek			\$194.75					
David Dunham	\$2,202.47	\$66.07	\$2,077.88	\$62.34				
Robert Coffey	\$2,013.36	\$100.34	\$2,456.16	\$113.62				
Elizabeth Brown	\$515.20		\$499.10					
Wendy Anderson								
Sydney Groh	\$364.80		\$456.00					
Samantha Stewart	\$1,218.26	\$36.55	\$1,192.98	\$35.79				
	\$36,732.97	\$961.23	\$35,233.64	\$890.91	\$0.00	\$0.00		\$4,830.00
Total Wages			\$71,966.61					
Total IRAs			\$1,852.14					
Council			\$4,830.00					
GRAND TOTAL			\$78,648.75					



Commission Summary

Date

6/3/2021

Paid to

City of Valley

For Period

5/16-5/31/2021

Description	Amount
	1,955.26

Amount

\$1,955.26



Commission Summary

Date

6/18/2021

Paid to

City of Valley

For Period

6/1-6/15/2021

Description	Amount
	2,010.87

Amount

\$2,010.87

TOTAL JUNE RECEIPTS: \$ 3,966.13



Date: July 8, 2021
To: City of Valley
From: Nate Taylor, Lead Operator
O & M Report: June 2021

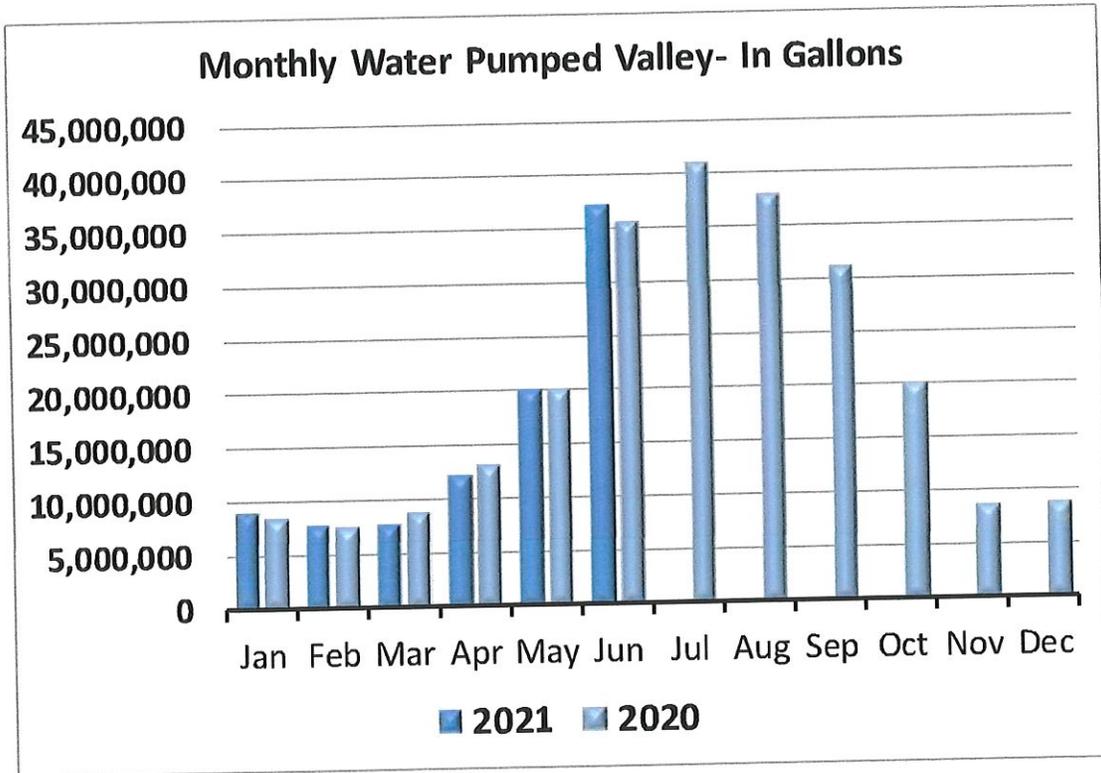
Water Operation & Maintenance

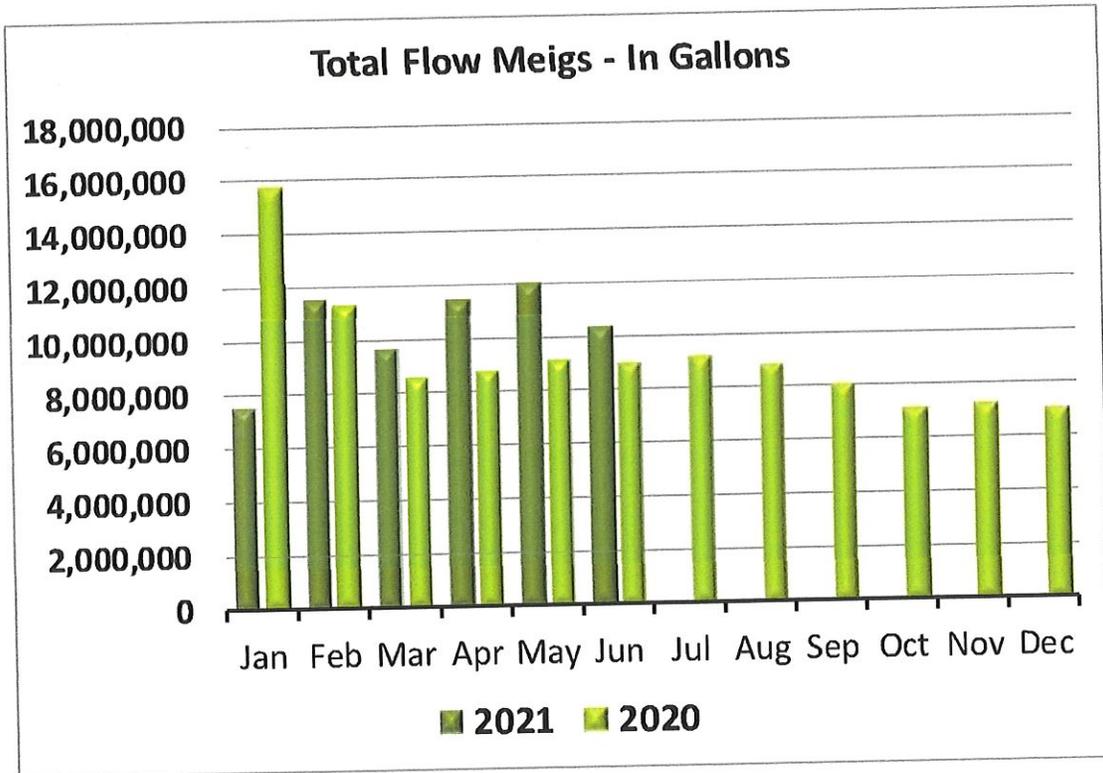
- Water locates were completed as needed.
- There was 37,226,000 gallons of water pumped this month.
- There was 34,209,000 gallons pumped between meter reads.
- Water meters were read on the 25th this month.
- There were 494 locates performed this month. (This is water and sewer)
- Nate and Jeremy met with the engineer to go over the chemical room and chemical changes that will hopefully be taking place in the fall to be ready for next year. The chemical demand this year is maxed out and we will not be able to turn the wells up higher until this is complete. The chemical pump we have is maxed out on permanganate. With the new chemical we will only have to use 1/3 of the capacity of the pump.
- Layne was out to do the yearly flow tests of the wells. Both wells are pumping good, but they would like to pull the north well in the fall to clean the screens because flow is down in that well. Nate has a full report to give to the engineer for review.
- The new gate has been installed at the water plant and West-E-Con will be running power from the fuse box in the south well house the week of July 5th.
- Our water meter supply company has advised us that due to covid issues water meters are on back order until October or November. There is a problem with the manufacturing of smart chips. We have a small supply in stock that will hopefully get us through the rest of the summer.

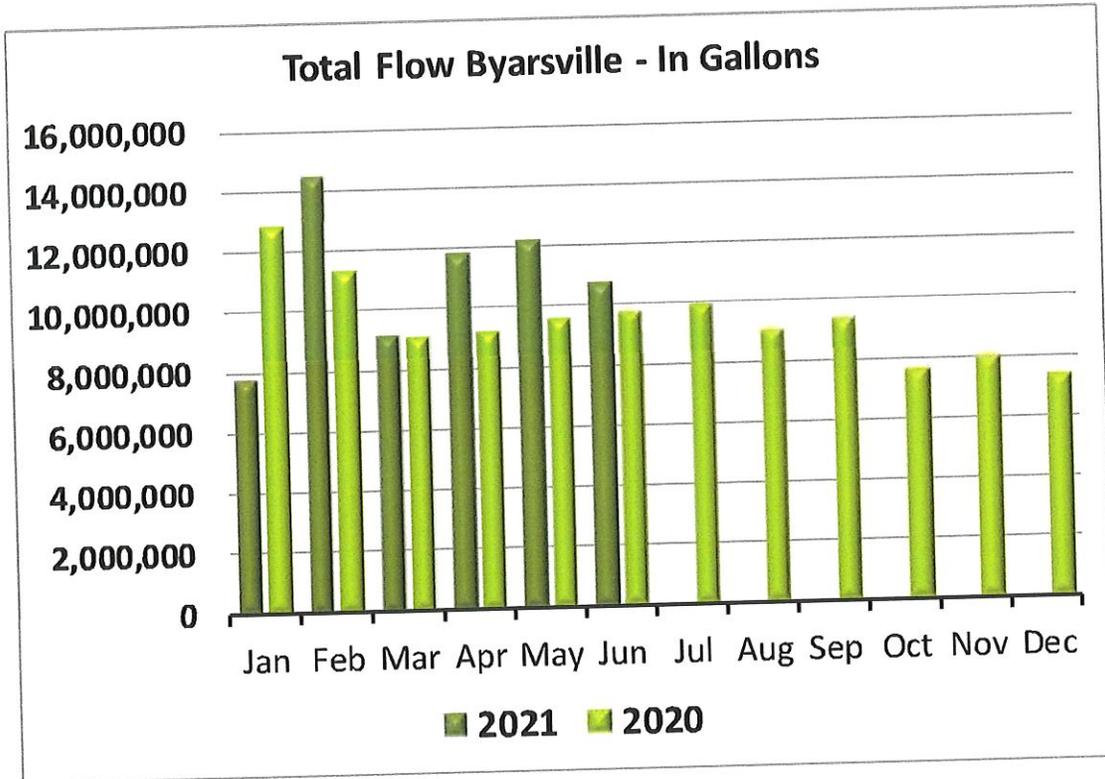
Wastewater Operation & Maintenance

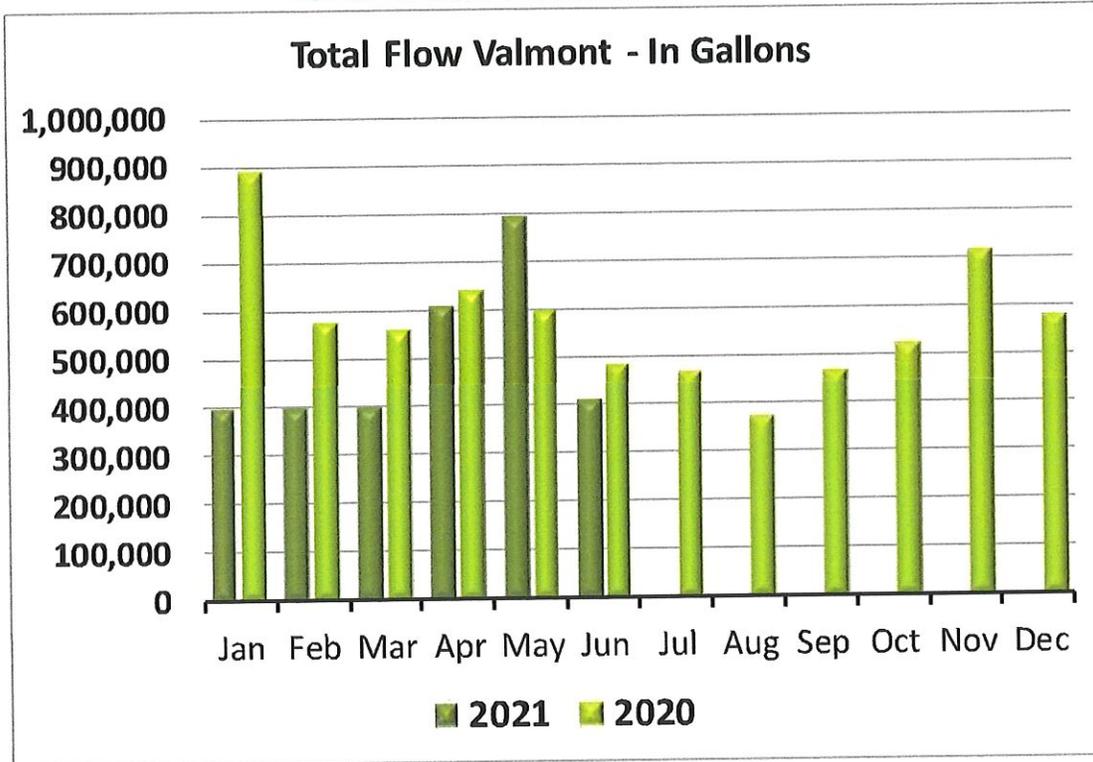
- Sewer locates were completed as needed.
- We pulled pumps at Bluewater 7 times this month.
- On the 25th Nate pulled both pumps at Valley Shores lift station #2. The pump was showing high run times and pumping down very slowly. After removal of the first pump, we found 3 pieces of broken pvc pipe in the pump that was restricting motor speed. Removal of the second pump showed a cloth hand towel, Swiffer wipes and feminine hygiene products restricting all flow through the pump.
- On the 27th we got an alarm for generator running at Meigs Street lift station. Nate found that a fuse was popped and a squirrel sleeping in the area. OPPD was contacted and the power was restored within an hour.
- Also, on the 27th at 8:00 pm Nate got an alarm for Byersville lift station generator running. Upon arrival there was no OPPD power to the building. A resident stopped by from next door and advised they had no power and heard a loud bang. Nate contacted OPPD. Power was not restored until 4:00 am. Nate went back to the lift station and made sure all pumps were running and the generator had shut off. Everything was operating properly.

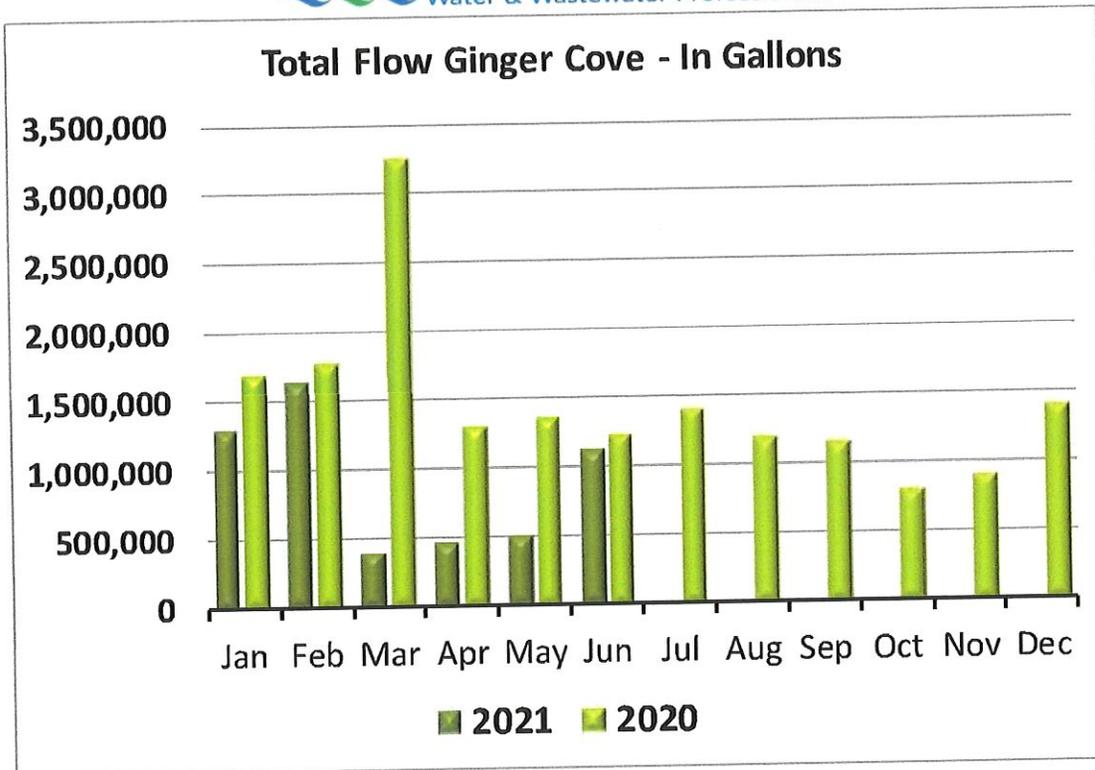
		This Month	Last Month	Same Month Last Year
		June-21	May-21	June-20
Water				
Total Monthly Pumped Valley	gallons	37,226,000	20,076,000	35,640,000
Daily Average Pumped Valley	gallons	1,240,866	647,612	1,188,000
Average Fluoride Residual	mg/L	0.08	0.10	1.03
Fluoride used	lbs	386.50	270.20	540.40
Average Chlorine Residual	mg/L	0.14	0.15	0.13
Chlorine used	lbs	243.70	139.90	197.30
Potassium Permanganate	lbs	1,500.00	554.00	512.40
Wastewater				
Effluent Flow				
Total Flow Meigs Street	gallons	10,356,000	12,019,000	8,998,000
Avg Daily Flow Meigs Street	gallons	345,200	387,709	299,933
Total Flow Byarsville	gallons	10,784,000	12,204,000	9,718,000
Avg Daily Flow Byarsville	gallons	359,466	393,677	323,933
Total Flow Valmont	gallons	410,000	791,000	428,780
Avg Daily Flow Valmont	gallons	13,666	25,516	13,831
Total Flow Ginger Cove	gallons	1,126,128	503,000	974,678
Avg Daily Flow Ginger Cove	gallons	37,537	16,225	31,441
Total Flow Ginger Woods	gallons	400,860	353,620	443,058
Avg Daily Flow Ginger Woods	gallons	13,362	11,407	14,292
Lift Station Data				
Gardiner St Rainwater Total Runtime	hours	0.00	0.00	0.00
Valhaven (#1) Total Runtime	hours	7.30	6.90	3.30
Valhaven (#2) Total Runtime	hours	7.30	6.80	3.10
Country Aire (#1) Total Runtime	hours	0.00	0.00	0.00
Legacy Valley Total Runtime	hours	#VALUE!	26.80	14.90
Legacy Valley Avg Daily Runtime	hours	#VALUE!	27.50	0.90
Valley Shores (1) Pump 1 Total Run	hours	18.30	18.10	27.10
Valley Shores (1) Pump 2 Total Run	hours	15.60	16.40	24.00
Valley Shores (2) Pump 1 Total Run	hours	236.60	68.40	113.80
Valley Shores (2) Pump 2 Total Run	hours	61.60	70.00	119.20
Valley Shores (3) Pump 1 Total Run	hours	9.30	9.70	6.30
Valley Shores (3) Pump 2 Total Run	hours	9.40	9.90	6.10
Regional Pump #1 Total Runtime	hours	12.10	15.00	17.50
Regional Pump #2 Total Runtime	hours	13.10	15.80	18.60
Mallard (1) Pump 1 Total Runtime	hours	12.50	12.70	14.70
Mallard (1) Pump 2 Total Runtime	hours	13.30	14.10	16.80
Mallard (2) Pump 1 Total Runtime	hours	6.20	10.00	5.20
Mallard (2) Pump 2 Total Runtime	hours	4.00	0.00	5.90
Mallard (3) Pump 1 Total Runtime	hours	23.60	37.30	10.60
Mallard (3) Pump 2 Total Runtime	hours	22.70	22.00	18.70
Mallard (4) Pump 1 Total Runtime	hours	43.30	62.40	23.40
Mallard (4) Pump 2 Total Runtime	hours	46.50	69.70	19.40
Bluewater (1) Pump 1 Total Runtime	hours	9.80	9.90	8.10
Bluewater (1) Pump 2 Total Runtime	hours	20.80	18.70	12.30
Bluewater (2) Pump 1 Total Runtime	hours	19.70	10.90	9.80
Bluewater (2) Pump 2 Total Runtime	hours	20.40	20.10	14.20
Bluewater (3) Pump 1 Total Runtime	hours	16.00	19.20	124.60
Bluewater (3) Pump 2 Total Runtime	hours	26.70	34.30	143.00
Bluewater (4) Pump 1 Total Runtime	hours	3.80	3.00	2.40
Bluewater (4) Pump 2 Total Runtime	hours	7.20	3.90	2.90
Bluewater (5) Pump 1 Total Runtime	hours	15.00	15.70	0.00
Bluewater (5) Pump 2 Total Runtime	hours	0.00	0.10	20.30
Bluewater (6) Pump 1 Total Runtime	hours	10.00	11.50	9.60
Bluewater (6) Pump 2 Total Runtime	hours	12.40	35.50	63.90
Bluewater (7) Pump 1 Total Runtime	hours	4.50	5.80	31.00
Bluewater (7) Pump 2 Total Runtime	hours	4.40	5.40	22.40
Ginger Cove (1) Pump 1 Total Runtime	hours	18.30	15.10	37.41
Ginger Cove (1) Pump 2 Total Runtime	hours	17.60	10.30	32.61
Ginger Cove (2) Pump 1 Total Runtime	hours	0.00	0.00	27.90
Ginger Cove (2) Pump 2 Total Runtime	hours	19.50	20.10	68.10
Ginger Cove (3) Pump 1 Total Runtime	hours	32.90	36.20	51.40
Ginger Cove (3) Pump 2 Total Runtime	hours	19.70	20.50	29.80
Ginger Woods (1) Pump 1 Total Runtime	hours	3.00	2.60	2.50
Ginger Woods (1) Pump 2 Total Runtime	hours	3.00	2.50	2.50
Ginger Woods (2) Pump 1 Total Runtime	hours	10.70	11.80	11.19
Ginger Woods (2) Pump 2 Total Runtime	hours	11.40	12.40	11.19
Ginger Woods (3) Pump 1 Total Runtime	hours	41.60	35.90	48.00













June Work Orders Completed

Date	Equipment	Location	Task
completed			
6/17/2021	BYERSVILLE LS EMERGENCY GENERATOR	5029 Valley, NE	LS Monthly PM
6/17/2021	COUNTRY AIRE LIFTSTATION	5029 Valley, NE	LS Monthly PM
6/17/2021	DAIRY QUEEN LIFTSTATION	5029 Valley, NE	LS Monthly PM
6/1/2021	MALLARD LANDING LIFT STATION 1	5029 Valley, NE	LS Monthly PM
6/1/2021	MALLARD LANDING LIFT STATION 2	5029 Valley, NE	LS Monthly PM
6/1/2021	MALLARD LANDING LIFT STATION 3	5029 Valley, NE	LS Monthly PM
6/1/2021	MALLARD LANDING LIFT STATION 4	5029 Valley, NE	LS Monthly PM
6/17/2021	MEIGS LS EMERGENCY GENERATOR	5029 Valley, NE	LS Monthly PM
6/1/2021	REGIOINAL LS EMERGENCY GENERATOR	5029 Valley, NE	LS Monthly PM
6/17/2021	VALHAVEN LIFTSTATION	5029 Valley, NE	LS Monthly PM
6/17/2021	VALHAVEN LIFTSTATION	5029 Valley, NE	LS Annual PM
6/17/2021	BLUEWATER LIFTSTATION 1	5029 Valley, NE	LS Monthly PM
6/17/2021	BLUEWATER LIFTSTATION 2	5029 Valley, NE	LS Monthly PM
6/17/2021	BLUEWATER LIFTSTATION 3	5029 Valley, NE	LS Monthly PM
6/17/2021	BLUEWATER LIFTSTATION 4	5029 Valley, NE	LS Monthly PM
6/17/2021	BLUEWATER LIFTSTATION 5	5029 Valley, NE	LS Monthly PM
6/17/2021	BLUEWATER LIFTSTATION 6	5029 Valley, NE	LS Monthly PM
6/17/2021	BLUEWATER LIFTSTATION 7	5029 Valley, NE	LS Monthly PM
6/1/2021	GINGER COVE LIFT STATION #1	5029 Valley, NE	LS Monthly PM
6/1/2021	GINGER COVE LIFT STATION #2	5029 Valley, NE	LS Monthly PM
6/1/2021	GINGER COVE LIFT STATION #3	5029 Valley, NE	LS Monthly PM
6/1/2021	GINGER WOODS LIFT STATION #1	5029 Valley, NE	LS Monthly PM
6/1/2021	GINGER WOODS LIFT STATION #2	5029 Valley, NE	LS Monthly PM
6/1/2021	GINGER WOODS LIFT STATION #3	5029 Valley, NE	LS Monthly PM
6/17/2021	LIFT STATION #1-VALLEY, NE SYST	5029 Valley, NE	LS Monthly PM
6/1/2021	VALLEY SHORES LIFT STATION 1	5029 Valley, NE	LS Monthly PM
6/1/2021	VALLEY SHORES LIFT STATION 2	5029 Valley, NE	LS Monthly PM
6/1/2021	VALLEY SHORES LIFT STATION 3	5029 Valley, NE	LS Monthly PM
6/1/2021	VALMONT LIFT STATION	5029 Valley, NE	LS Monthly PM
6/22/2021	AIR COMPRESSOR	6029 Valley, NE	Inspection
6/22/2021	WATER PLANT REGAL GAS DETECTOR	6029 Valley, NE	Monthly PM
6/22/2021	PORTABLE GAS MONITOR	6029 Valley, NE	Calibrate Equipment
6/22/2021	FIRE EXTINGUISHERS	6029 Valley, NE	Inspection

City of Valley
Tree Board Minutes
June 14, 2021
6:30 P.M.

Present: Mark Henderson, Troy Hardman, Judy Argintean and Sue Johnson. Also present: Cheryl K. Eckerman. Absent: Mike Wiekhorst.

Judy A. gave a summary of the Arbor Day Tree Planting ceremony and Cheryl shared the pictures taken.

Discussion was held on the Budget Process. Cheryl will check with Joan as to the procedures the board need to follow for any work that they would like to see done or materials they would like to purchase. The board will think about ideas and target areas where they would like to see more trees planted for the next meeting

Discussion was also held on the Memorial Tree Program and ways to get the word out to people to encourage more memorial trees to be planted at the Arboretum. Suggestions included social media, newspaper and flyers.

Cheryl will get the information for requirements for Tree City designation submission. The board would like to work toward obtaining the Tree City designation again.

Cheryl will also check with Kenny Grimm to see if the city maintenance crew can water and mulch the tree planted at the Dog Park for Arbor Day.

The next meeting of the Tree Board will be held on Monday, August 2nd at 6:30 p.m. at City Hall.

RECEIVED

JUN 16 2021

Per _____

CITY OF VALLEY
VALLEY PLANNING COMMISSION

Attention was directed at the open meeting act posted in the back of the chambers.

June 15, 2021
Valley City Hall
4:30 pm

Members Present: Larry Bottger, Chairman, Greg Kava, Scott Burke, Jim Tomanek and Scott
~~Burke~~

Members Absent:

Joe Lathrop, Greg Sunde, Brian Foutch and Mark Conrey

Item 1: CALL TO ORDER

ITEM 2: PROOF OF PUBLICAITON

ITEM 3: Consideration of partial vacation of the L & J Subdivision final plat – outlot B.

Andrea Griffin, City of Valley Attorney and Michael Burns, Valley City Inspector spoke to the board as to the vacation of outlot B of the L&J Subdivision. The final plat was sign by the ower in error as he purchase this property and did not want it platted.

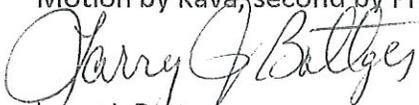
After much discussion, a motion made by Burke, seconded by Tomanek to recommend approval of the vacation of outlot B, it will return to meets and bounds. All in favor, motion carried.

ITEM4: Discussion only relating to the Future Land Use Map and re-zoning requests.

Item discussed – Down Town Business zoning, Falcon Park and Jason Steinbach development. Suggestion was made to have Keith Marvin of Marvin Planning Consultants attend a future meeting to review these items.

ITEM 5: ADJOURNMENT

Motion by Kava, second by Prorok to adjourn. All in favor -- motion carried.



Larry J. Bottger
Chairman

DAILY RECORDS June 2021

	This month	Last month	Last year*
LIBRARY VISITS:			
Adults	364	217	48
Children	398	147	14
Computers			
Adults	30	33	0
Children	9	0	0
Fax/Copies	31	27	0
Reference transactions (indicate nature of question)			
Locating Library Materials 20, Readers' Advisory 15, Account info and renewals 15, Technology Assistance 16, Local Info 12, General Info 24.			
Total	161	102	59
PROGRAM ATTENDANCE:			
*All teen/children/pre-k programming was passive due to COVID-19.			
Adults	38	4	0
6/5 Knit & Crochet – 9; 6/12 Knit & Crochet – 6; 6/19 Knit & Crochet – 7; 6/21 Book Club – 5; 6/26 Knit & Crochet – 11;			
Teens	3	0	0
Teen Room Riddles – 3;			
Children	148	68	85
6/3 Read to a Dog (RTAD) – 4; 6/10 RTAD – 5; 6/17 RTAD – 4; 6/24 RTAD – 3; Take & Make Crafts – 49; Weekly Animal Scavenger Hunt – 71			
Pre-K	30	0	0
6/14 Read & Play – 9; 6/28 Read & Play – 21;			
Total	219	73	85
New patrons (indicate Valley, other Douglas Co., non-DC)			
Valley 13, other DC 0, Non DC 1			
Total	14	7	3
Volunteers/hours	0/0	0/0	0/0
MATERIALS CHECKED OUT:			
Adult	308	311	75
Children	582	294	91
Overdrive	210	195	178

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Brew Coffee House & Tasting Room

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

318 N. Spruce Street Valley, NE 68064

Retail Liquor License Address or Non-Profit Business Address

123643

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 08/13/21

Event Date(s):

Event Start Time(s): 5:00pm

Event End Time(s): 1:00am

Alternate Date:

Alternate Location Building & Address:

Event Building Name:

Event Street Address/City:

Indoor area to be licensed in length & width: 50 x 40

Outdoor area to be licensed in length & width: 80 x 200 (Diagram Form #109 must be attached)

Type of Event: Valley Street Dance Estimate # of attendees: 300

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Gina Lofberg Event Contact Phone Number: (402) 933-7255

Event Contact Email: brewcoffeevalley@gmail.com

*Signature Authorized Representative: _____ Printed Name **Gina Lofberg**

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ **OR** County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

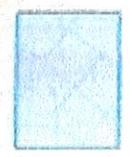
Date



Please contact Douglas County GIS for map questions (gis@douglascounty-ne.gov)

Printed from dougscgis
04/17/2021 09:30:00

This map is a user generated static output from an internet mapping site and is for reference only. Data on this map may or may not be accurate, current, or otherwise reliable. It is for informational purposes only and may not be suitable for legal, engineering, or surveying purposes. Do NOT use property



Legend

2020 Imagery

- Heat Red
- Green Green
- Blue Blue

**Special Designated License
Local Recommendation (Form 200)**
Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Spruce Street Tavern

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

327 N. Spruce Street

Retail Liquor License Address or Non-Profit Business Address

C-122977

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 08/13/2021
Event Date(s): _____

Event Start Time(s): 5:00pm _____

Event End Time(s): 1:00am _____

Alternate Date: None _____

Alternate Location Building & Address: _____

Event Building Name: Spruce Street Tavern

Event Street Address/City: 327 N. Spruce Street

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: 200' X 80' (Diagram Form #109 must be attached)

Type of Event: Beer Garden Estimate # of attendees: 300

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Ralph Kurtz Event Contact Phone Number: 402-660-3505

Event Contact Email: seeking_4_one@yahoo.com

*Signature Authorized Representative: _____ Printed Name Ralph J Kurtz

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ OR County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

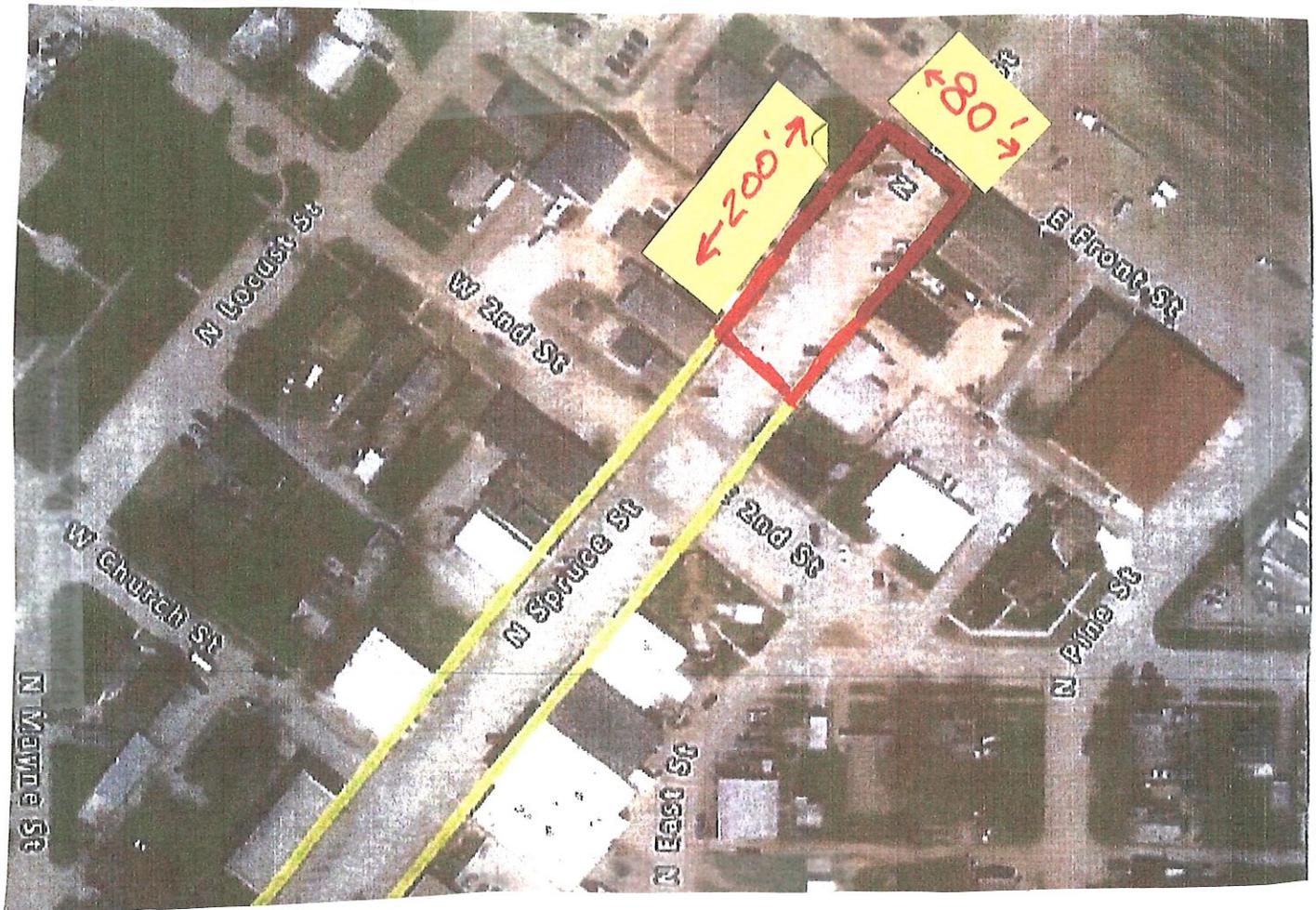
Date

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Designated security personnel on sight at all times

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

DC West Youth Sports Organization
Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

PO Box 92 Valley Ne. 68064
Retail Liquor License Address or Non-Profit Business Address

47-3182232
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): 8-14-21

Event Start Time(s): 4pm

Event End Time(s): 11:59pm

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: City Park Tennis Courts (Valley, Ne.)

Event Street Address/City: 400 W. Vass Street Valley, Ne.

Indoor area to be licensed in length & width: 122' x 100'

Outdoor area to be licensed in length & width: _____ X _____ (Diagram Form #109 must be attached)

Type of Event: Beer garden Estimate # of attendees: 100

Type of alcohol to be served: Beer Wine _____ Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Brenda Thiessen Event Contact Phone Number: 402-680-0650

Event Contact Email: thiessen4@yahoo.com

*Signature Authorized Representative: [Signature] Printed Name KEN BARTHOLOMEW

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

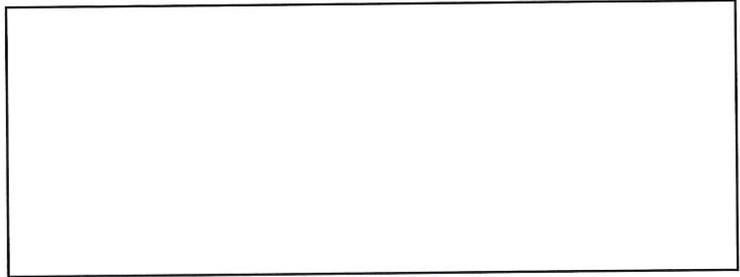
The local governing body for the City/Village of _____ OR County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

**APPLICATION FOR SPECIAL DESIGNATED LICENSE
Non-Profit Applicants ONLY**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov/
Email Applications: michelle.porter@nebraska.gov



This page is required to be completed by Non-Profit applicants only.

**Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

DC West Youth Sports Organization
NAME OF CORPORATION

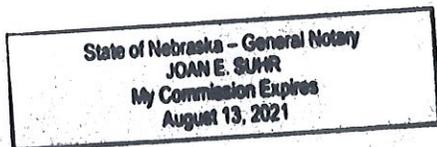
47-3182232
FEDERAL ID NUMBER

[Signature]
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 9th DAY OF July.

[Signature]
NOTARY PUBLIC SIGNATURE & SEAL

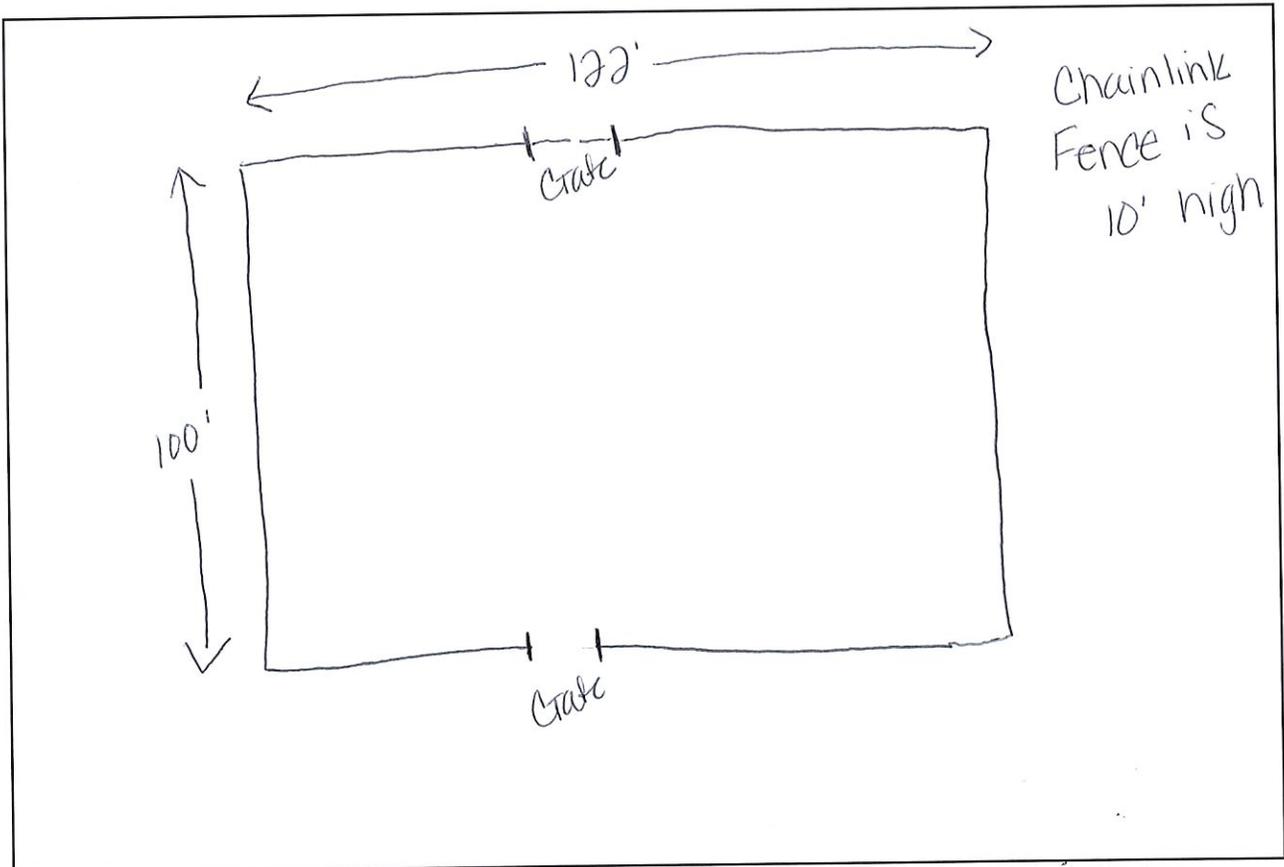


OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED by Security Officers

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
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- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



Cheryl Eckerman

From: bounce@lists.fes.org
Sent: Thursday, June 24, 2021 9:14 AM
To: Cheryl Eckerman; Cindy Grove; Joan Suhr
Subject: City Council Agenda Item Request

EXTERNAL EMAIL

Date: 06/24/2021

CouncilMeetingDate: 07/13/2021

Name: Mike McLaughlin

Phone: 4028802542

Email: Mike@GpChurches.com

StreetAddress: 4010 North 269th Street

MailingAddress: Po Pox 422

City: Valley

State: NE

Zip: 68064

AgendaItemTitle: Halloween Trunk or Treat on main strip (shut down part of street)

FundsExpenditure: No

AgendaItemDescription: For the last 7 years, our Church (Gathering Place) has done a trunk or treat event on Halloween evening at our property. 222 South Mayne Street. Since we have sold that property we are looking for a new place to hold this event. We thought it would be awesome to have it on the main drag of valley (at least part of it), and have the 'trunks' in the parking stalls. We are wanting to do this event Halloween evening Oct 31, 5:30pm - 8:30pm. We were thinking the Brew, Salon down to Napa store. We would get permission from businesses if the city council were to approve us shutting down that portion of the street to keep it safe and protected for the treaters.

RequestedAction: Approve the event and shut-ing down of a portion of the main business strip Sunday Oct 31st 2021 5:30-8:30pm.

submissionDate: 24-Jun-2021

END OF SUMMER CELEBRATION Valley Days 2021 AUGUST 13, 14 & 15

Valley Days and street closure update

Public Works will put out barricades on Friday August 13 and volunteers will move them as needed for all activities.

Friday August 13:

Beer garden and street dance featuring Now & Forever and Collective Twang. Spruce Street Tavern and the Brew will have liquor licenses and there will be food trucks.

- Spruce Street closed from Front Street almost to 2nd Street
- Closed from 4:30 PM to 1 AM. Beer garden hours are from 5 PM to 12 AM.



Saturday August 14:

Kiddie parade and regular parade. All other Saturday activities are in the City Park and there will not be any additional street closures after the parade.

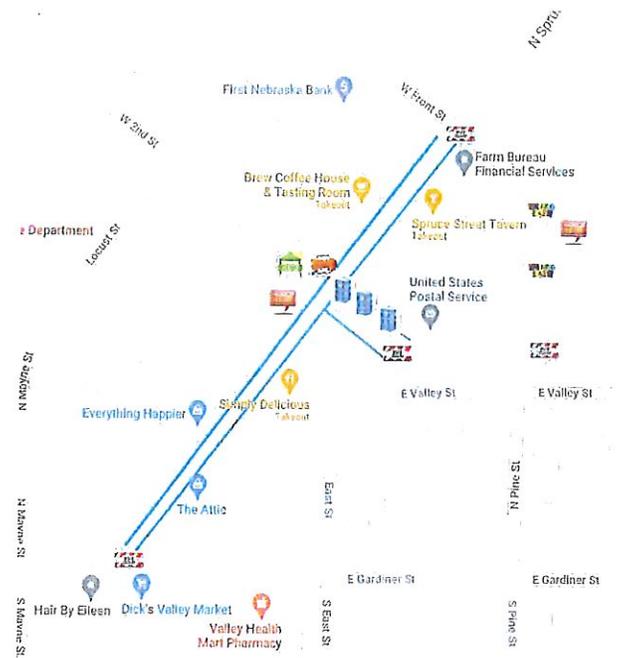
- Spruce Street closed from Front Street almost to 2nd Street
- Spruce Street from Front to Gardiner will be closed from 10 AM until the parade is over.
- Pine Street, Gardiner Street and West Street will be closed shortly before the parade starts until it is over.



Sunday August 15:

Car & Craft Show on Spruce Street, Front Street and the Vets Club.

- Spruce Street closed from Front Street to Gardiner Street from 8 AM to 4 PM.
- Front Street and Pine from the alley to Front Street will be closed from 10 AM to 4 PM.



ORDINANCE NO. 754

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF VALLEY, NEBRASKA OF ITS GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2021, IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION FOUR HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$2,445,000) TO PAY THE COSTS OF CONSTRUCTING AND IMPROVING CERTAIN STREETS AND RELATED IMPROVEMENTS OF THE CITY; AUTHORIZING CERTAIN OFFICIALS TO DETERMINE THE FINAL AGGREGATE PRINCIPAL AMOUNT, MATURITIES, RATES, REDEMPTION PROVISIONS, TERMS AND OTHER DETAILS OF SUCH BONDS; PLEDGING FUNDS RECEIVED FROM THE NEBRASKA HIGHWAY ALLOCATION FUND AND PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS; DESIGNATING THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VALLEY, NEBRASKA AS FOLLOWS:

FINDINGS AND DETERMINATIONS

The Mayor and the City Council (the “**Council**”) of the City of Valley, Nebraska (the “**City**”) hereby make the following findings and determinations:

1. It is necessary, desirable and advisable that the City construct and improve certain streets and related improvements of the City (collectively, the “**Project**”) pursuant to plans, specifications and estimates of costs prepared by the City’s special engineers.
2. The estimated costs for such improvements are not less than \$2,445,000.
3. Pursuant to the provisions of Section 66-4,101 et seq., Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), the City is authorized (a) to issue its general obligation highway allocation fund pledge bonds to pay the costs of the Project, (b) to pledge funds received from the State of Nebraska Highway Allocation Fund (the “**Highway Allocation Fund**”) to the payment of the principal thereof and the interest thereon, and (c) to levy and collect a tax upon all the taxable property in the City at such rate or rates within any applicable statutory as will provide funds which, together with receipts from the Highway Allocation Fund

pledged to the payment of such bonds, will be sufficient in amount to pay the principal of such bonds and the interest thereon when and as the same become due.

4. The City has no other funds on hand to pay the costs of the Project.

5. The City expects to receive the sum of \$357,001 from the Nebraska Highway Allocation Fund during the fiscal year ending September 30, 2021.

6. Taking into consideration the available funds of the City for such purposes, it will be necessary for the City to issue its general obligation highway allocation fund pledge bonds in one or more series in an aggregate principal amount not to exceed \$2,445,000 (the “**Bonds**”) to pay the costs of the Project, including any related warrant or note indebtedness.

7. Annual debt service on the Bonds herein authorized is not expected to exceed the expected annual revenues from the Highway Allocation Fund.

8. All conditions, acts and things required to exist or to be done precedent to the issuance of the Bond, the pledging of funds and the levying of taxes as provided in this Ordinance do exist and have been done as required by law.

ARTICLE I

DEFINITIONS

Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms used in this Ordinance have the following meanings:

“**Act**” means Sections 66-4,101 et seq., Reissue Revised Statutes of Nebraska, as amended.

“**Authorized Denomination**” means \$5,000 and any whole multiple thereof, unless otherwise determined by an Authorized Officer.

“**Authorized Officer**” means the Mayor or the City Clerk, including anyone authorized to act on behalf of any such officer.

“**Beneficial Owner**” means any Person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“**Bond Counsel**” means Kutak Rock LLP, or other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

“**Bond Register**” means the books for the registration, transfer and exchange of the Bond kept at the office of the Paying Agent.

“**Bonds**” means one or more series of the City’s General Obligation Highway Allocation Fund Pledge Bonds, Series 2021, or such other designation as an Authorized Officer shall determine, authorized and issued by the City pursuant to this Ordinance.

“**Business Day**” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“**Cede & Co.**” means Cede & Co., as nominee of The Depository Trust Company, New York, New York.

“**City Clerk**” means the clerk of the City, or such other person duly authorized to sign on his or her behalf.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

“**Construction Fund**” means the fund by that name referred to in **Section 501**.

“**Council**” has the meaning set forth in the Findings and Determinations hereto.

“**Debt Service Fund**” means the fund by that name referred to in **Section 501**.

“**Defaulted Interest**” means interest on the Bond which is payable but not paid on any Interest Payment Date.

“**Defeasance Obligations**” means any of the following obligations:

(a) Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(i) (A) the obligations are not subject to redemption prior to maturity or (B) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(ii) the obligations are secured by cash or Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(iii) such cash and the principal of and interest on such Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(iv) such cash and Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(v) such cash and Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(vi) the obligations are rated at least "Aa" by Moody's Investors Service, Inc. or "AA" by Standard & Poor's Ratings Group.

"Designated Office" means the corporate trust administration office maintained by the Paying Agent at which the Paying Agent discharges its obligations under this Ordinance and which may be changed by the Paying Agent upon written notice to the City and to each Registered Owner.

"Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States, or securities which represent an undivided interest in such obligations, which obligations are rated at least "Aa" by Moody's Investors Service, Inc. or "AA" by Standard & Poor's Ratings Group and such obligations are held in a custodial account for the benefit of the City.

"Highway Allocation Fund" has the meaning set forth in the Findings and Determinations above.

"Interest Payment Date" means the dates established by the Authorized Officer pursuant to **Section 210** for the payment of interest on the Bonds.

"Lender" has the meaning set forth in **Section 209** hereof.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Mayor" means the Mayor of the City, or such other person duly authorized to sign on his or her behalf.

“**Ordinance**” means this Ordinance passed and approved by the Mayor and the Council, authorizing the issuance of the Bonds, as amended from time to time.

“**Outstanding**” means, when used with reference to the Bonds, as of any particular date of determination, the Bonds theretofore authenticated and delivered hereunder, except the following Bonds:

(a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of Article VII hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“**Paying Agent**” means the City Treasurer or a third party financial institution designated by an Authorized Officer in accordance with **Sections 203** and **210** hereof, and any successors or assigns.

“**Permitted Investments**” means any of the investments permitted by the constitution and statutes of the State for funds of the City.

“**Person**” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“**Placement Agent**” has the meaning set forth in **Section 209** hereof.

“**Private Purchaser**” has the meaning set forth in **Section 209** hereof.

“**Project**” means constructing improvements to certain of the City’s streets and related improvements.

“**Purchaser**” means the Underwriter, the Private Purchaser or the Lender, as specified by an Authorized Officer in accordance with the provisions of **Section 209** hereof.

“**Record Date**” for the interest payable on any Interest Payment Date means the fifteenth day of the month (whether or not a business day) immediately preceding each Interest Payment Date.

“**Redemption Date**” when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Ordinance.

“**Redemption Price**” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance.

“**Registered Owner**” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

“**Replacement Bond**” means a Bond issued to an Owner in accordance with **Section 207** hereof.

“**Securities Depository**” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“**Special Record Date**” means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

“**State**” means the State of Nebraska.

“**Tax Certificate**” means the Federal Tax Certificate executed and delivered by the City in connection with the issuance of the Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

“**Underwriter**” has the meaning set forth in **Section 209** hereof.

“**United States**” means the United States of America.

“**City**” means the City of Valley, Nebraska.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. The City is hereby authorized and directed to issue the Bonds in one or more series and in an aggregate principal amount not to exceed \$2,445,000 to pay the costs of the Project and issuing the Bonds.

Section 202. Description of Bonds. Unless otherwise determined by an Authorized Officer, the Bonds shall consist of fully registered bonds, each series numbered from R-1 upward in order of issuance, in Authorized Denominations. The Bonds shall be subject to registration, transfer and exchange as provided in **Section 205** hereof. All of the Bonds shall be dated the date of delivery thereof, shall become due and payable in the amounts on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in **Article III** hereof and as determined by an Authorized Officer, and shall bear interest at the rates determined by the Authorized Officer in accordance with the provisions of **Section 210** hereof. Unless otherwise determined by an Authorized Officer, the Bonds shall bear interest computed on the

basis of a 360-day year of twelve 30-day months from the date thereof or from the most recent Interest Payment Date to which interest has been paid.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be in substantially the form set forth in **Exhibit A** attached hereto.

Section 203. Paying Agent. The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. Unless otherwise so designated by an Authorized Officer in accordance with the provisions of **Section 210** hereof, the Council hereby designates the Paying Agent as its paying agent for the payment of the principal or Redemption Price of and interest on the Bonds and as its bond registrar with respect to the registration, transfer and exchange of the Bonds. If the Paying Agent is other than the City Treasurer, the Paying Agent shall serve in such capacities under the terms of an agreement entitled "Bond Registrar and Paying Agent Agreement" between the City and the Paying Agent (the "**Paying Agent Agreement**") in a form approved by an Authorized Officer in accordance with the provisions of **Section 210** hereof. Any Authorized Officer may execute the Paying Agent Agreement.

The City reserves the right, and does hereby authorize the Authorized Officers, or any individually, to appoint a successor Paying Agent by (a) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (b) causing notice of the appointment of the successor Paying Agent to be given by first-class mail to each Registered Owner. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

Unless the Paying Agent is the City Treasurer, every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company organized and doing business under the laws of the United States or of a state of the United States, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

Section 204. Method and Place of Payment of Bonds. The principal or Redemption Price of and interest on the Bonds shall be payable in legal currency of the United States. The principal or Redemption Price of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the Designated Office of the Paying Agent. The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register.

Notwithstanding the foregoing provisions of this **Section 204**, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as specified in this paragraph. The City shall

notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first-class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of the payment of the principal or Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the City.

Section 205. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent. The Bond when issued shall be registered in the name of the Registered Owner thereof on the Bond Register. At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in aggregate principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners whose authority is evidenced to the satisfaction of the Paying Agent.

Bonds may be transferred and exchanged only on the Bond Register as provided in this **Section 205**. Upon surrender of any Bond at the Designated Office, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be

deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

The City and the Paying Agent shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption, or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

Section 206. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, or any persons authorized to act on their behalf. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and the City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by the Paying Agent. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to the Purchasers upon payment of the purchase price of the Bonds plus accrued interest thereon to the date of its delivery.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds. If (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of

the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount. Upon the issuance of any new Bond under this **Section 207**, the City may require the payment by the Registered Owner of an amount sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Bond issued pursuant to this **Section 207** shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds. If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City, in its discretion, may pay such Bond instead of issuing a new Bond.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the City.

Section 209. Sale of Bonds. In accordance with and subject to the provisions of **Section 210**, the Authorized Officers, or each individually, are hereby authorized to sell the Bonds pursuant to one or more of the following methods:

(a) The City is authorized to sell the Bonds to Ameritas Investment Company, LLC, as original purchaser of the Bonds (the "**Underwriter**"), in accordance with **Section 210** of this Ordinance. Delivery of the Bonds shall be made to the Underwriter as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of sale. The City is authorized to enter into a Bond Purchase Agreement (the "**Purchase Agreement**") between the City and the Underwriter in form and substance acceptable to the Authorized Officers, or each individually. Such Authorized Officer is authorized to execute the Purchase Agreement, in form and substance acceptable to such Authorized Officer, for and on behalf of the City, such officer's signature thereon being conclusive evidence of such official's and the City's approval thereof. The Underwriter shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. Such Underwriter and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing.

(b) The City is further authorized to place the Bonds with a private purchaser (the "**Private Purchaser**") with the assistance of Ameritas Investment Company, LLC,

as placement agent of the Bonds (the “**Placement Agent**”) in accordance with **Section 210** of this Ordinance. The Private Purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and placement of the Bonds.

(c) The City is further authorized to (i) issue the Bonds directly to a bank or other institutional lender (the “**Lender**”) to evidence or secure a loan from such Lender to the City or (ii) enter into a loan agreement with a Lender in lieu of issuing the Bonds, in accordance with **Section 210** of this Ordinance and subject to the other restrictions of this Ordinance. Such Lender may be identified with the assistance of the Placement Agent. The Lender shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, and shall have the right to sell participation interests in the Bonds to other banks and institutional lenders, all subject to the restrictions of this Ordinance. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance of the Bonds.

Section 210. Parameters and Authorization of Award Certificate. The Authorized Officers, or each individually, is authorized and directed, in the exercise of his or her independent judgment and absolute discretion, to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in accordance with and subject to the provisions of this Ordinance pursuant to a certificate executed by any Authorized Officer (the “**Award Certificate**”): (a) the dates of original issue, (b) the aggregate principal amount of Bonds to be issued, not exceeding aggregate principal amount set forth in **Section 201** hereof, (c) the Maturity Dates and the principal amount of the Bonds to mature on each of such dates, (d) the final Maturity Date of the Bonds, which shall in no event be later than December 15, 2041, (e) the dates upon which the Bonds shall be sold, (f) the rate or rates of interest to be carried by each maturity, such that the true interest cost shall not exceed 1.80%, (g) the method by which such rate or rates of interest shall be calculated, (h) the Interest Payment Dates for the Bonds, (i) the redemption dates and prices and all terms relating thereto, including the amount and maturity date of any Bonds issued as “term bonds” and the amount of each sinking fund installment therefor, and all terms relating thereto, if any, (j) the identity of the Paying Agent, if other than the City Treasurer; (k) any financial covenants, including modification of those set forth herein; (l) the form, content, terms and provisions of the Purchase Agreement (as defined in **Section 209** hereof), if applicable, (m) the fee of the Purchaser, which shall not be more than 1.50% of the aggregate principal amount of the Bonds; (n) the purchase price for the Bonds, which shall not be less than 96.00% of the aggregate principal amount of the Bonds (inclusive of the Purchaser’s discount or fee and any original issue discount); (o) the identity of the Purchaser and structure of the financing as contemplated in **Section 209** hereof; (p) the form and contents of any Offering Document (as such term is defined in **Section 212** hereto); (q) the form, content, terms, and provisions of any closing and other documentation executed and delivered by the City in connection with the authorization, issuance, sale and

delivery of the Bonds; and (r) all of the other terms of the Bonds not otherwise determined or fixed by the provisions of this Ordinance.

Section 211. Book-Entry Bonds; Securities Depository.

(a) Unless otherwise directed by the Purchaser, the Bonds shall initially be registered to Cede & Co., as nominee for the Securities Depository, and no Beneficial Owner will receive any certificate representing its respective interest(s) in the Bonds, except if the Paying Agent issues Replacement Bonds as provided in **Section 211(b)** hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of the principal or Redemption Price of and interest on the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the Beneficial Owners as described in **Section 211(b)**.

(b) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended (the "**Exchange Act**"), or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Registered Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, or (ii) if the Paying Agent receives written notice from Participants having interests in not less than 50% in aggregate principal amount of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Registered Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Paying Agent shall notify the Registered Owners of such determination or such notice and of the availability of certificates to Registered Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption, provided that in the case of a determination under this Section 209(b)(i)(A) or (B), the City, with the consent of the Paying Agent, may select a successor securities depository in accordance with Section 211(c) hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Paying Agent or Registered Owners are unable to locate a qualified successor of the Securities Depository in accordance with Section 211(c), then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Registered Owners as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing Replacement Bonds shall be paid for by the City.

(c) If the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository, provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

(d) If so directed by the Purchaser, no Securities Depository shall be utilized in connection with the Bonds.

Section 212. Offering Documents. The use and public distribution of any official statement, offering circular, term sheet, request for lenders or any other offering document (including any preliminary thereof, the “**Offering Document**”) by the Underwriter or the Placement Agent in connection with the reoffering or placement of the Bonds is hereby authorized. Any Authorized Officer is authorized to approve the final Offering Document as so supplemented, amended and completed, and the use and public distribution of the final Offering Document by the Underwriter or the Placement Agent in connection with the reoffering or placement of the Bonds is hereby authorized. Any Authorized Officer is hereby authorized to execute and deliver a certificate pertaining to such Offering Document as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

If requested by the Purchaser, the City agrees to provide to the Underwriter or the Placement Agent within seven Business Days of the date of the sale of Bonds sufficient copies of the final Offering Document to enable the Underwriter or the Placement Agent to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board, if applicable.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) **Optional Redemption by City.** Unless a shorter period shall be determined by an Authorized Officer, any Bonds maturing after the date five years from their date of original issue shall be subject to redemption at the option of the City on the date five years from their date of original issue and any date thereafter, as a whole, or in part in such principal amounts and at the Redemption Prices determined by an Authorized Officer in accordance with the provisions of **Section 210** hereof.

(b) **Mandatory Sinking Fund Redemption.** The Authorized Officers, or any individually, may designate in a certificate certain Bonds as “**Term Bonds**”, portions of which are to be redeemed on such dates of the years (each such date being herein referred to as a “**Sinking Fund Payment Date**”) and in the amounts (hereinafter referred to as a “**Mandatory Sinking Fund Payment**”) set forth in such certificate. The Paying Agent shall select and call for redemption, in accordance with this subsection (b), from the Term Bonds the amounts specified by the Authorized Officer in the certificate, and the Term Bonds selected by the Paying Agent shall become due and payable on such date. If Term Bonds are redeemed at the option of the City pursuant to **Section 301(a)**, the Term Bonds so optionally redeemed may, at the option of the City, be applied as a credit against any subsequent Mandatory Sinking Fund Payment with respect to Term Bonds otherwise to be redeemed thereby, such credit to be equal to the principal amount of such Term Bonds redeemed pursuant to **Section 301(a)**, provided that the City shall have delivered to the Paying Agent not less than 45 days prior to such Sinking Fund Payment Date a City certificate stating its election to apply such Term Bonds as such a credit. In such case, the Paying Agent shall reduce the amount of Term Bonds to be redeemed on the Sinking Fund Payment Date specified in such City certificate by the principal amount of Term Bonds so redeemed pursuant to **Section 301(a)**. Any credit given to Mandatory Sinking Fund Payments pursuant to this subsection (c)(ii) shall not affect any subsequent Mandatory Sinking Fund Payments, which shall remain payable as otherwise provided in this subsection, unless and until another credit is given in accordance with the provisions hereof.

Section 302. Selection of Bonds to Be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date (or such shorter period as may be acceptable to the Paying Agent) of written instructions of the City specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met. The foregoing provisions of this paragraph shall not apply to the mandatory redemption of Bonds hereunder, and Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Paying Agent shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed in Authorized Denominations, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Bond there shall be issued to the Registered Owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, registered bonds of like series, maturity and interest rates in any of the Authorized Denominations provided by this Ordinance. If less than all of the Bonds of a maturity are to be called for redemption, the Paying Agent shall select the particular Bonds of such maturity to be redeemed by lot.

Section 303. Notice and Effect of Call for Redemption. Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the City by mailing a copy of an official redemption notice by first

class mail at least 30 days (or such shorter period as may be acceptable to the then-Registered Owner of the Bonds) prior to the Redemption Date to the Purchaser of the Bonds and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that, if the Paying Agent has sufficient funds on the Redemption Date to pay the Redemption Price thereof on such date, the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the Designated Office of the Paying Agent.

The failure of any Registered Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date. If such deposit does not occur or if the Paying Agent does not have sufficient funds on the Redemption Date to pay the Redemption Price, the redemption notice shall be canceled and the Bonds shall continue to bear interest as if the Bonds had not been called for redemption.

Official notice of redemption having been given as provided, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

The Paying Agent is also directed to comply with any mandatory or voluntary standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

For the prompt payment of the Bonds and all interest thereon, when and as the same shall become due, the Council hereby pledges all receipts now or hereafter received by the City from the Highway Allocation Fund. Such pledge shall not prevent the City from applying receipts from the Highway Allocation Fund to other qualifying uses under the Act. The City further reserves the right to issue additional highway allocation fund pledge bonds that are payable on par with the Bonds and equally and ratably secured by a pledge of receipts from the Highway Allocation Fund.

To the extent that receipts from the Highway Allocation Fund and any other legally available moneys of the City appropriated for such purposes are insufficient to timely pay the principal of and the interest on the Bonds, the Council hereby covenants and agrees that it will cause to be levied and collected annually a tax on all taxable property in the City, in addition to all other taxes now or hereafter authorized to be levied by the City, sufficient in amount to pay the principal of and interest on the Bonds until the same is fully paid. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due, whether at maturity or earlier redemption.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the City are levied and collected. The proceeds derived from such taxes shall be deposited in the Debt Service Fund, shall be kept separate and apart from all other funds of the City and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, whether at maturity or earlier redemption, and the fees and expenses of the Paying Agent. If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is hereby authorized and directed to pay such principal or interest out of the general funds of the City and to reimburse the general funds for money so expended when such taxes are collected.

The provisions of this Ordinance shall constitute a contract between the City and the registered owners of the Bonds, and any registered owners of any Bond may either in law or equity or suit, action, mandamus or other proceedings enforce or compel performance of this Ordinance.

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEY

Section 501. Establishment of Funds. The Council hereby establishes in the treasury of the City the following separate funds, which shall be held and administered by the City Treasurer:

- (a) Construction Fund; and
- (b) Debt Service Fund.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bond as follows:

- (a) All accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Fund and applied in accordance with **Section 504** hereof.
- (b) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Construction Fund and shall be applied in accordance with **Section 503** hereof.

Section 503. Application of Money in the Construction Fund. Money in the Construction Fund shall be used by the City solely for the purpose of (a) paying the costs of the Project in accordance with the plans and specifications therefor prepared by the City's engineers approved by the Council and on file in the office of the City Clerk, including any alterations in or amendments to such plans and specifications deemed advisable by the City's engineers and approved by the Council, and (b) paying the costs and expenses of issuing the Bonds. The City Treasurer shall make a withdrawal from the Construction Fund to pay Project costs only upon receipt of a certificate executed by the City's engineers stating that such payment is being made for a purpose within the scope of this Ordinance and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Nothing hereinbefore contained shall prevent the payment out of the Construction Fund of all costs and expenses incident to the issuance of the Bond without a certificate from the City's engineers. Upon completion of the Project, any surplus remaining in the Construction Fund shall be transferred to and deposited in the Debt Service Fund.

Section 504. Application of Money in the Debt Service Fund. All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The City Treasurer is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of

the Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Registered Owner of any Bond is no longer entitled to enforce payment of such Bond or the interest thereon, the Paying Agent shall return such funds to the City. All money deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such money. Any money or investments remaining in the Debt Service Fund after the retirement of the Bonds shall be transferred and paid into the general fund of the City.

Section 505. Deposits and Investment of Money. Money in each of the funds created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State. All money held in the funds created by this Ordinance shall be kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

Money held in any fund referred to in this Ordinance may be invested by the City Treasurer at the direction of the Council, in accordance with this Ordinance and the Tax Certificate, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than the date when the money invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

Section 506. Payments Due on Saturdays, Sundays and Holidays. If any payment on any Bond is due on a date which is not a Business Day, then such payment need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on such payment date, and no interest shall accrue for the period after such payment date.

Section 507. Nonpresentment of the Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, such Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and

the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence

therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Registered Owner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of the City's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of such Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of such Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (a) the City has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the City has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with **Section 302(a)** of this Ordinance. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Ordinance.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. Tax Covenants.

(a) The Council covenants and agrees that (i) the City will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds, and (ii) the City will not use or permit the use of any proceeds of Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, which would adversely affect the exclusion from federal gross income of the interest on the Bonds. The City will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The Council covenants and agrees that (i) the City will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (ii) the City will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(c) The Council covenants and agrees that the City will pay or provide for the payment from time to time of all arbitrage rebate to the United States pursuant to Section 148(f) of the Code and the Tax Certificate. This covenant shall survive payment in full or defeasance of the Bonds. The Tax Certificate may be amended or replaced if, in the opinion of Bond Counsel, such amendment or replacement will not adversely affect the exclusion from federal gross income of the interest on the Bonds.

(d) The Council covenants and agrees that the City will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, (i) in a manner that would cause any Bond to be a "private activity bond" within the meaning of Section 141(a) of the Code, or (ii) to make or finance a loan to any Person.

(e) The Council makes the following representations in connection with the exception for small governmental units from the arbitrage rebate requirements under Section 148(f)(4)(D) of the Code:

- (i) the City is a governmental unit under Nebraska law with general taxing powers;
- (ii) the Bonds are not private activity bonds as defined in Section 141 of the Code;

(iii) ninety-five percent or more of the net proceeds of the Bonds are to be used for local governmental activities of the City;

(iv) the aggregate face amount of all tax-exempt bonds (other than private activity bonds and certain refunding bonds) issued by the City (and all subordinate entities thereof) during the calendar year in which the Bonds are issued is not reasonably expected to exceed \$5,000,000; and

(v) the City (including all subordinate entities thereof) will not issue in excess of \$5,000,000 of tax-exempt bonds (including the Bonds but excluding private activity bonds and certain refunding bonds) during the calendar year in which the Bonds are issued without first obtaining an opinion of Bond Counsel that the exclusion of the interest on the Bond from federal gross income will not be adversely affected thereby.

(f) The Council hereby designates the Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code. In addition, the City hereby represents that:

(i) the aggregate face amount of all tax-exempt obligations (other than private activity bonds which are not “qualified 501(c)(3) bonds” and certain refunding bonds) which will be issued by the City (and all subordinate entities thereof) during the calendar year in which the Bonds are issued is not reasonably expected to exceed \$10,000,000; and

(ii) the City (including all subordinate entities thereof) will not issue an aggregate principal amount of obligations designated by the City to be “qualified tax-exempt obligations” during the calendar year in which the Bonds are issued, including the Bonds, in excess of \$10,000,000, without first obtaining an opinion of Bond Counsel that the designation of the Bond as a “qualified tax-exempt obligation” will not be adversely affected.

The Authorized Officers, or each individually, are hereby authorized to take such other action as may be necessary to make effective the designation in this **Section 801(f)**.

(g) The Council hereby adopts the Post-Issuance Tax Compliance Procedures attached to this Ordinance as Exhibit B to ensure that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds which are intended to be tax-exempt are met. The City reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The City also reserves the right to change these policies and procedures from time to time, without notice.

(h) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article VII** of this Ordinance or any other provision of this Ordinance, until the final Maturity of the Bond.

Section 802. Continuing Disclosure.

(a) If applicable, the City (i) authorizes and directs any Authorized Officer to execute and deliver, on the date of the issuance of the Bonds, a Continuing Disclosure Undertaking (the “**Undertaking**”) in such form that satisfies the requirements of Rule 15c2-12 promulgated under the Exchange Act (“**Rule 15c2-12**”) and is acceptable to the Purchaser and Bond Counsel and (ii) covenants that it will comply with and carry out all of the provisions of the Undertaking. The Authorized Officers, or each individually, may designate a dissemination agent thereunder to assist with compliance. Notwithstanding any other provisions of this Ordinance, failure of the City to comply with the Undertaking will not be considered a default under this Ordinance or the Bonds; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section and the Undertaking. For purposes of this Section, “Beneficial Owner” means any person who (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Bonds for federal income tax purposes.

(b) The City hereby adopts the Disclosure Policies and Procedures attached to this Ordinance as **Exhibit C** to ensure the City satisfies the requirements of Rule 15c2-12 and the Undertaking. The City reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The City also reserves the right to change such policies and procedures from time to time, without notice.

Section 803. Amendments. The rights and duties of the City and the Registered Owners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by an ordinance of the City with the written consent of the Registered Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk.

Without the written consent of the Registered Owners of all of the Bonds at the time Outstanding, no modification or alteration of this Ordinance shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the City is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or

(d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

Without notice to or the consent of any Registered Owners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owners.

Every amendment or modification of the provisions of the Bonds or of this Ordinance, to which the written consent of the Registered Owners is given, as above provided, shall be expressed in an ordinance adopted by the Council amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the Secretary, shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance of this Ordinance will be sent by the City Clerk to any such Registered Owner or prospective purchaser.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of such amendatory or supplemental ordinance of the City, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance which affects the duties or obligations of the Paying Agent under this Ordinance.

Section 804. Notices, Consents and Other Instruments by Registered Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by any Registered Owner may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owner in person or by an agent with written authorization. Proof of the execution of any such instrument or writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Registered Owners of the requisite aggregate principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Registered Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Registered Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as provided if the pledgee establishes to the satisfaction of the Registered Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

Section 805. General and Specific Authorizations; Ratification of Prior Actions.

Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Council hereby (a) authorizes and directs the Authorized Officers and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with Bond Counsel, any Purchaser and its counsel shall consider necessary, advisable, desirable or appropriate in connection with this Ordinance, including without limitation the execution and delivery of all related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Authorized Officers the right, power and authority to exercise his or her independent judgment and absolute discretion in (i) determining and finalizing all terms and provisions to be carried by the Bonds not specifically set forth in this Ordinance and (ii) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds. The execution and delivery by any Authorized Officer or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Ordinance, shall constitute conclusive evidence of both the City's and their approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

All actions heretofore taken by any Authorized Officer and all other officers, officials, employees and agents of the City, including without limitation the expenditure of funds and the selection, appointment and employment of Bond Counsel and financial advisors and agents, in connection with issuance and sale of the Bonds, together with all other actions taken in connection with any of the matters which are the subject hereof, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 806. Benefits of Ordinance Limited to the City and the Owners. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or

to be implied from this Ordinance or the Bonds is intended or should be construed to confer upon or give to any person other than the City and the Owners of the Bonds any legal or equitable right, remedy or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, agreement or provision herein contained. This Ordinance and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City and the Owner from time to time of the Bonds as herein and therein provided.

Section 807. No Personal Liability. No officer or employee of the City shall be individually or personally liable for the payment of the principal of or interest on any Bond. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

Section 808. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 809. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 810. Effective Date. This Ordinance shall take effect and be in full force from and after its passage and publication in pamphlet form as provided by law.

[The remainder of this page intentionally left blank.]

DATED: July 13, 2021.

CITY OF VALLEY, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
City Clerk

\$2,445,000
CITY OF VALLEY, NEBRASKA
GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BONDS
SERIES 2021

BOND PURCHASE AGREEMENT

July 13, 2021

Mayor and City Council
Valley, Nebraska

Ladies and Gentlemen:

On the basis of the representations and covenants and upon the terms and conditions contained in this Bond Purchase Agreement (this “**Agreement**”), Ameritas Investment Company, LLC (the “**Underwriter**”) hereby offers to purchase from the City of Valley, Nebraska (the “**City**”) \$2,445,000 in aggregate principal amount of the City’s General Obligation Highway Allocation Fund Pledge Bonds, Series 2021 (the “**Bonds**”). The City is issuing the Bonds pursuant to an ordinance duly adopted by the City’s Mayor and City Council (the “**City Council**”) on July 13, 2021 (the “**Ordinance**”) in accordance with Sections 66-4,101 et seq., Reissue Revised Statutes of Nebraska, as amended (the “**Act**”).

This offer is made subject to the acceptance by the City of this Agreement, which acceptance shall be evidenced by the execution of this Agreement prior to 11:00 p.m., Central Time, on July 13, 2021, by the undersigned officer or representative duly authorized for such purpose pursuant to the Ordinance. All capitalized, undefined terms used herein shall have the meanings ascribed to them in the Ordinance and the Official Statement (as hereinafter-defined).

SECTION 1. REPRESENTATIONS AND AGREEMENTS

By its acceptance of this Agreement, the City hereby makes the following representations to and covenants with the Underwriter:

(a) The City is a city of the second class and political subdivision duly organized and existing under the laws of the State of Nebraska (the “**State**”) and is authorized and empowered pursuant to the provisions of the constitutional and statutory authority cited in the Ordinance, including the Act, to issue and sell the Bonds for the purposes specified therein and to pledge the resources and the taxing power of the City and amounts received by the City from the Highway Allocation Fund of the State as provided in the Ordinance for the payment of the principal of, premium, if any, and interest on the Bonds.

(b) The City has complied with all provisions of the Constitution and laws of the State, including the Act, and has full power and authority to consummate all transactions contemplated by this Agreement, the Registrar and Paying Agent Agreement, to be dated August 16, 2021 (the “**Registrar Agreement**”), between the City and UMB Bank, NA, West

Des Moines Iowa (the “**Registrar**”), the Undertaking (as defined herein), the Bonds, the Ordinance and all authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction over the subject matter have been duly obtained timely as required (except for any approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds). The Undertaking, the Registrar Agreement, this Agreement and all other documents and certificate executed by the City in connection with the issuance of the Bonds are referred to herein as the “**City Documents**”.

(c) The City has duly authorized all necessary action to be taken for: (i) the adoption of the Ordinance; (ii) the issuance and sale of the Bonds upon the terms set forth herein and in the Ordinance and the Official Statement; (iii) the approval of the Preliminary Official Statement and the Official Statement (each as described herein); (iv) the execution, delivery, receipt and due performance of the City Documents, the Bonds and any and all such other agreements and documents as may be required to be executed, delivered and received in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Ordinance and the Official Statement; and (v) the carrying out, giving effect to and consummation of the transactions contemplated hereby and by the Ordinance and the Official Statement.

(d) The Ordinance was duly adopted by the City Council, has not been rescinded or modified by the City Council, and is enforceable in accordance with its terms. The Ordinance will be in the form previously adopted by the City Council, with only such changes thereto or modifications thereof as to which the Underwriter, the City and Bond Counsel shall mutually agree.

(e) This Agreement constitutes, and the other City Documents, as and when executed and delivered, will constitute, the valid and binding obligations of the City, enforceable in accordance with their respective terms.

(f) The Bonds, when issued, delivered and paid for as herein provided, will have been duly executed, authenticated, issued and delivered and will constitute valid and binding obligations of the City payable as to principal, premium, if any, and interest and being payable and secured as provided in the Ordinance, enforceable in accordance with their terms and entitled to the benefits and the security of the Ordinance.

(g) The Preliminary Official Statement, dated July 2, 2021 (the “**Preliminary Official Statement**”), has been duly authorized and deemed final by the City. The City has delivered a certificate to the Underwriter to evidence compliance with paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (“**Rule 15c2-12**”), a copy of which is attached hereto as **Exhibit C**.

(h) The City has delivered the Preliminary Official Statement to the Underwriter and has consented to and approved of the Underwriter’s use of the Preliminary Official Statement in connection with the offer of the Bonds for sale.

(i) The information contained in the Preliminary Official Statement (except for such information as is permitted to be omitted therefrom pursuant to Rule 15c2-12) and the final Official Statement, in substantially the form of the Preliminary Official Statement and dated the date of this Agreement, and including any amendment or supplement that may be authorized for use by the City with respect to the Bonds (collectively referred to as the “**Official Statement**”) did not, does not and, as of the Closing Date, will not contain any untrue statement of a material fact and did not, does not and will not omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

(j) As promptly as practicable after the execution of this Agreement (but not later than the earlier of (i) seven business days from the date hereof and (ii) two business days before the date of Closing), in order to enable the Underwriter to comply with Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board (the “**MSRB**”), the City shall prepare and deliver to the Underwriter (x) as many printed, conformed copies of the Official Statement as the Underwriter request and (y) an electronic copy of the Official Statement in word-searchable pdf format. The Underwriter agrees to file a copy of the Official Statement on the MSRB’s Electronic Municipal Markets Access (EMMA) system.

(k) The City consents to the use of the Official Statement by the Underwriter in connection with the sale of the Bonds.

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

(m) If at any time when a copy of the Official Statement should be delivered in connection with offers and sales of the Bonds, any event occurs as a result of which the Official Statement, as then amended or supplemented, would include any untrue statement of a material fact, or omit to state any material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading, then at the request of the Underwriter, the City will at its own expense supplement the Official Statement to the extent necessary to make it accurate and complete in all material respects and in a form approved by the Underwriter.

(n) The City covenants and agrees to enter into a written agreement or contract, constituting an undertaking (the “**Undertaking**”) to provide ongoing disclosure about the City for the benefit of the Bondholders, on or before the Closing Date as required by Rule 15c2-12, in the form set forth in the Official Statement, with such changes as may be agreed to in writing by the Underwriter.

(o) Except as described in the Official Statement, the City has not failed to comply in all material respects with each continuing disclosure undertaking previously entered into by it pursuant to Rule 15c2-12 within the past five years.

(p) As of the date hereof, and on the Closing Date, the City will be in material compliance with each existing written undertaking previously required under Rule 15c2-12 with respect to the City's municipal securities.

(q) To the best of the City's knowledge, there is no litigation, suit or other proceeding of any kind pending, or to its knowledge threatened, (i) seeking to restrain or enjoin the issuance or delivery of the Bonds, (ii) contesting, disputing or affecting in any way (A) the legal organization of the City or its boundaries, (B) the right or title of any of its officers to their respective offices, (C) the legality of any of its official acts shown to have been done in the transcript relating to the Bonds, (D) the constitutionality or validity of the Bonds or the indebtedness represented by the Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof, (E) the legality, validity or enforceability of the Ordinance or any of the City Documents, (F) the power or authority of the City to pay and to secure the Bonds as set forth in the Ordinance, or (G) the federal or State tax-exempt status of the interest on the Bonds, or (iii) that could have a material adverse effect on the financial condition or operations of the City or its ability to make payments on the Bonds or to perform its agreements and obligations under the Ordinance or the City Documents.

(r) To the best of the City's knowledge, the approval, adoption, execution and/or delivery of the Official Statement, the Bonds, the City Documents, the Ordinance and the other agreements contemplated hereby and by the Official Statement, and compliance with the provisions thereof, will not conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree or order or any resolution, agreement, indenture or other instrument to which the City is subject or by which it is or may be bound nor will such execution and delivery or performance and compliance with the terms thereof result in the creation or imposition of any lien, charge or other encumbrance of any nature whatsoever upon any of its property or assets except as provided in the Bonds and the Ordinance.

(s) The City will apply the proceeds from the sale of the Bonds as specified in the Ordinance and in the Official Statement.

(t) The City is not presently in default and has never been in default with respect to the payment of any principal of or interest on any note, bond or other evidence of indebtedness for borrowed money.

(u) The audited financial statements of the City for the Fiscal Year ended September 30, 2020, together with the independent auditor's report attached thereto, both contained in Appendix B to each of the Preliminary Official Statement and the Official Statement, fairly present the financial position and results of operations of the City, as of the dates and for the periods therein set forth, and such financial statements have been prepared in accordance with generally accepted accounting principles applicable to state governments.

(v) As of the date hereof, the City has no knowledge of any materially adverse change in the financial condition of the City from that set forth and described in the Preliminary Official Statement and the Official Statement.

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

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

(y) If applicable, the City will cooperate with the Underwriter in qualifying the Bonds for offer and sale under the securities or Blue Sky laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the City is not required to consent to suit or to service of process in any jurisdictions or otherwise to waive any defenses that the City might have under the laws of the State or of the United States of America. If applicable, the City consents to the use by the Underwriter in the course of the Underwriter's compliance with the securities or Blue Sky laws of the various jurisdictions of the documents relating to the Bonds, subject to the right of the City to withdraw such consent for cause by written notice to the Underwriter.

(z) Prior to the earlier of (i) receipt of written notice from the Underwriter that Official Statements are no longer required under Rule 15c2-12 or (ii) 90 days after the "end of the underwriting period" (as such term is defined in Rule 15c2-12) or (iii) if a copy of the Official Statement is available to any person from the MSRB, 25 days after the "end of the underwriting period," the City shall provide the Underwriter with such information regarding the current financial condition and ongoing operations of the City as the City shall deem material and such other information concerning the City as the Underwriter may reasonably request. The Underwriter shall give notice to the City on the date after which no "participating underwriter," as such term is defined in Rule 15c2-12, remains obligated to deliver copies of the Official Statement pursuant to paragraph (b)(4) of Rule 15c2-12.

(aa) The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length, commercial transaction between the City and the Underwriter in which the Underwriter is acting solely as a principal and is not acting as a municipal advisor (within the meaning of Section 15B of the Securities and Exchange Act of 1934, as amended (the "**Exchange Act**")), financial advisor or fiduciary to the City, (ii) the Underwriter has not assumed (individually or collectively) any advisory or fiduciary responsibility to the City with respect to this Agreement, the offering of the Bonds and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter, or any affiliate thereof, has provided other services or is currently providing other services to the City on other matters), (iii) the only obligations the Underwriter has to the City with respect to the transactions contemplated hereby are set forth in this Agreement, (iv) the Underwriter has financial and other interests that differ from those of the City and (v) the City has consulted with its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS; ISSUE PRICE

(a) On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth, at the Closing Time the Underwriter agrees to purchase from the City and the City agrees to sell to the Underwriter all (but not less than all) of the Bonds at an aggregate purchase price of \$2,408,325 (par amount of the Bonds, less the Underwriter's discount of \$36,675), plus accrued interest, if any, thereon to date of payment and delivery.

The Bonds shall be issued pursuant to the Ordinance in accordance with the Act and shall be payable as described in the Ordinance and the Official Statement. The Bonds shall bear interest at the rates per annum, shall mature in the principal amounts and on the dates, shall be subject to redemption prior to maturity and shall have such other terms and provisions as set forth on Exhibit A attached hereto and in the Ordinance.

(b) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an "issue price certificate" or similar certificate, together with the supporting wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

Except as set forth in Schedule A to Exhibit B attached hereto, the City will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. Unless the hold the offering price rule (described below) applies, that reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Agreement at the offering price (the "initial offering price"), or at the corresponding yield, set forth in Schedule A to Exhibit B attached hereto, except as otherwise set forth therein. Schedule A also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**hold-the-offering-price rule**"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section.

For purposes of this Section:

- (A) “**public**” means any person other than an underwriter or a related party,
- (B) “**underwriter**” means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (C) a purchaser of any of the Bonds is a “**related party**” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (a) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (b) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (c) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (D) “**sale date**” means the date of execution of this Agreement by all parties.

(c) Delivery of the Bonds shall be made in New York, New York, at the Closing Time, to the Underwriter through the facilities of The Depository Trust Company in New York, New York, or at such other address as the Underwriter shall direct. Except for purposes of delivery of the Bonds to the Underwriter, the Closing shall take place at the offices of Ameritas Investment Company, LLC, Lincoln, Nebraska. Payment for the Bonds shall be made by the Underwriter in same-day federal funds payable to the City (for deposit as designated in the Ordinance) at 9:00 A.M., Central Time, on or about August 16, 2021 or at such other place, time and date as shall be mutually agreed upon by the City and the Underwriter. The delivery of and payment for the Bonds is herein called the “**Closing**”, the date of such delivery and payment is herein called the “**Closing Date**”, and the hour and date of such delivery and payment is herein called the “**Closing Time**”. The delivery of the Bonds shall be made in definitive form, bearing CUSIP numbers (provided neither the printing of a

wrong number on any Bond nor the failure to print a number thereon shall constitute cause to refuse delivery of any Bonds) and issued in fully registered form as directed by the Underwriter on behalf of the Underwriter. The Bonds shall be available for examination and packaging by the Underwriter at least twenty-four (24) hours prior to the Closing Time.

SECTION 3. CONDITIONS TO THE UNDERWRITER'S OBLIGATIONS

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

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

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

(i) The approving opinion of Kutak Rock LLP, Bond Counsel, dated the Closing Date and addressed to, or accompanied by a "reliance letter" addressed to, the Underwriter;

(ii) A certificate of the City signed by the Mayor of the City or such other duly authorized officer or representative, dated as of the Closing Date and in form and substance satisfactory to the Underwriter, to the effect that: (A) the City has duly performed all of its obligations to be performed at or prior to the Closing Time and that each of its representations contained herein is true as of the Closing Time; (B) the City has authorized, by all necessary action: the adoption, execution, delivery, receipt and/or due performance of the terms and provisions of the Bonds, the Ordinance, the City Documents, and any and all such other agreements and documents as may be required to be executed, delivered and received by the City to carry out, give effect to and consummate the transactions contemplated hereby and by the Official Statement; (C) to the best of the City's knowledge, no litigation is pending or threatened as described or contemplated by Section 1(q) of this Agreement; (D) to the best of the City's knowledge, the adoption, execution, delivery, receipt and/or due performance of the Bonds, the Ordinance, the City Documents and the other agreements contemplated hereby and by the Official Statement under the circumstances contemplated hereby and thereby and compliance with the provisions thereof will not conflict with or constitute a breach of or a default under any existing law, court or administrative regulation, decree or order or any resolution, agreement, indenture or other instrument to which the City is subject or by which it is or may be bound; (E) no event affecting the City has occurred since the dates of the Preliminary Official Statement or the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date any statement or information contained in the Preliminary Official Statement or the Official Statement or is not reflected in the Preliminary Official Statement or the

Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect; and (F) the representations and warranties of the City contained in this Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date;

(iii) A certified copy of the Ordinance and executed copies of the City Documents;

(iv) A written acceptance of UMB Bank, NA, West Des Moines, Iowa, of its appointment to serve as Registrar for the Bonds pursuant to the Ordinance and the Registrar Agreement, and its appointment to serve as Dissemination Agent pursuant to the Undertaking;

(v) A certificate of the City signed by the Mayor of the City, the City Treasurer or other authorized officer setting forth the reasonable expectations of the City deemed necessary and appropriate by Bond Counsel to support the conclusion that the Bonds will not be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code; and

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

(c) The Ordinance and the City Documents shall be in full force and effect and the Official Statement shall not have been supplemented or amended, except in each case as may have been agreed to by the Underwriter.

(d) There shall have been no material adverse change in the financial position, results of operations or condition, financial or otherwise, of the City.

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

SECTION 4. THE UNDERWRITER’S RIGHT TO CANCEL

The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement by written notice to the City if, prior to the Closing Date and in the Underwriter’s sole and reasonable judgment, any of the following events (each a “**Termination Event**”) shall occur:

(a) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(i) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Bonds; provided that, this paragraph (a)(i) shall not apply if the Bonds are being issued as taxable Bonds; or

(ii) there shall have occurred (A) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (B) any other calamity or crisis in the financial markets of the United States or elsewhere; or

(iii) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the Commission or any other governmental authority having jurisdiction; or

(iv) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the Commission or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Bonds, the Act or the City Documents, or any comparable securities of the City, are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended (the "**Securities Act**") or the Trust Indenture Act of 1939, as amended the "**Trust Indenture Act**") or otherwise, or would be in violation of any provision of the federal securities laws; or

(v) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City shall have occurred; or

(vi) any rating on the Bonds (or any portion thereof), any credit facility or credit provider is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(b) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but

should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the City refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds; or

(c) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(d) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(e) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the Commission, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(f) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act.

SECTION 5. CONDITIONS OF THE CITY'S OBLIGATIONS

If the City is unable to satisfy the conditions to the obligations of the Underwriter contained in this Agreement, or if the obligations of the Underwriter are terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder except their respective obligations with respect to payment of expenses as provided in Section 7 hereof. However, the Underwriter may in its discretion waive one or more of the conditions imposed by this Agreement for the protection of the Underwriter and proceed with the Closing.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the City's representations and agreements made herein or in any other agreement or certificate delivered to the Underwriter shall remain operative and in full force and effect, regardless of any investigations made by the Underwriter or on their behalf, and shall survive delivery of the Bonds to the Underwriter.

SECTION 7. PAYMENT OF EXPENSES

The Underwriter agrees to pay all costs incident to CUSIP, DTC charges, and charges related to the printing of the Preliminary Official Statement and the Official Statement. The City will pay the fees and costs of Bond Counsel, its counsel, registrar and paying agent fees, dissemination agent fees, accounting fees, publication, printing, postage and any other costs incurred by the City.

SECTION 8. MISCELLANEOUS AND NOTICE

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

(b) Any notice or other communication to be given to the City under this Agreement may be given by mailing or delivering the same in writing to the Mayor of the City; any notice or other communication to be given to the Underwriter under this Agreement may be given by mailing or delivering the same in writing to the Underwriter as follows: Ameritas Investment Company, LLC, 5900 ‘O’ Street, Lincoln, NE 68510, Attention: Public Finance.

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

SECTION 9. APPLICABLE LAW; NONASSIGNABILITY

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

SECTION 10. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

[The remainder of this page intentionally left blank]

SECTION 11. EFFECTIVE UPON ACCEPTANCE.

This Agreement shall supersede all previous agreements relating to the same subject matter between the parties and shall become effective, valid and enforceable upon acceptance by the City as evidenced by the execution hereof by an authorized officer of the City as set forth below.

Very truly yours,

AMERITAS INVESTMENT COMPANY, LLC

By: _____

Title: _____

Accepted July 13, 2021.
at _____.m., Central Time:

CITY OF VALLEY, NEBRASKA

By: _____
Mayor

Attest:

By: _____
Its City Clerk

EXHIBIT A TO BOND PURCHASE AGREEMENT

**\$2,445,000
CITY OF VALLEY, NEBRASKA
GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BONDS
SERIES 2021**

In accordance with Section 210 of that certain ordinance duly adopted by the Mayor and City Council (the “**City Council**”) of the City of Valley, Nebraska (the “**City**”), on July 13, 2021 (the “**Ordinance**”), the following terms and provisions shall apply to the above-captioned Bonds:

Maturities, Interest Rates and other Details

The Bonds shall be issued in one series in the aggregate principal amount of \$2,445,000, shall mature on the dates and bear interest at the rates as follows:

<u>Type</u>	<u>Maturity Date (December 15)</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Price</u>
Serial	2022	\$110,000	0.30%	100%
Serial	2023	110,000	0.40	100
Serial	2024	110,000	0.50	100
Serial	2025	115,000	0.60	100
Serial	2026	115,000	0.75	100
Serial	2027	115,000	0.90	100
Serial	2028	115,000	1.05	100
Serial	2029	115,000	1.15	100
Serial	2030	120,000	1.25	100
Serial	2031	120,000	1.35	100
Serial	2032	120,000	1.45	100
Serial	2033	120,000	1.55	100
Serial	2034	125,000	1.65	100
Serial	2035	125,000	1.75	100
Serial	2036	130,000	1.80	100
Serial	2037	130,000	1.85	100
Serial	2038	135,000	1.90	100
Serial	2039	135,000	1.95	100
Serial	2040	140,000	2.00	100
Serial	2041	140,000	2.05	100

Interest Payment Dates

The Bonds shall bear interest at the respective rates set forth above, calculated on the basis of a 360-day year consisting of twelve 30-day months, payable on June 15 and December 15 of each year, commencing December 15, 2021, until maturity or earlier redemption.

Date of Original Issue

The Date of Original Issue of the Bonds shall be the date of delivery thereof: August 16, 2021.

Authorized Denominations

The Bonds shall be issued in fully registered form in denominations of \$5,000 or whole multiples thereof (“**Authorized Denominations**”).

Redemption Provisions

Optional Redemption. The Bonds maturing on and after December 15, 2026 are subject to redemption, at the option of the City, at any time on or after August 16, 2026 or any date thereafter in whole, or in part in such principal amounts and from such maturity or maturities as the City in its sole and absolute discretion shall determine, at a redemption price equal to the principal amount thereof, together with the interest accrued thereon to the date of redemption, with no premium. If less than all of the Bonds of any maturity are to be called for redemption, the particular Bonds of such maturity to be redeemed shall be selected by lot in Authorized Denominations within a maturity.

Confirmation of Redemption Provisions. The undersigned further confirms and ratifies the redemption procedures for the Bonds in the manner as set forth in Article III of the Ordinance.

Registrar and Paying Agent

UMB Bank, NA, West Des Moines, Iowa (the “**Registrar**”), is hereby designated and appointed to serve as the Registrar and Paying Agent with respect to the Bonds and shall perform such duties as set forth in the Ordinance and the Registrar and Paying Agent Agreement, to be dated August 16, 2021, between the City and the Registrar.

Dissemination Agent

UMB Bank, NA, West Des Moines, Iowa (the “**Dissemination Agent**”), is hereby designated and appointed to serve as the Dissemination Agent with respect to the Bonds and shall perform such duties as set forth in the Continuing Disclosure Agreement, to be dated August 16, 2021, between the City and the Dissemination Agent.

EXHIBIT B TO BOND PURCHASE AGREEMENT

Pricing Certificate of Underwriter

\$2,445,000
CITY OF VALLEY, NEBRASKA
GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BONDS
SERIES 2021

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Ameritas Investment Company, LLC (“**Ameritas**”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “**Bonds**”).

Section 1. Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

Section 2. Initial Offering Price of the Hold-the-Offering-Price Maturities.

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “**Initial Offering Prices**”) on or before the Sale Date. If any Hold-the-Offering-Price Maturities are identified in Schedule A, a copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement dated July 13, 2021 (the “**Purchase Agreement**”) between the Issuer and Ameritas, Ameritas has agreed in writing that, for each Maturity of the Hold-the-Offering-Price Maturities it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “**Hold-the-Offering-Price Rule**”). Pursuant to such Purchase Agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

Section 4. Defined Terms.

(a) **General Rule Maturities** means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) **Hold-the-Offering-Price Maturities** means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) **Holding Period** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (July 20, 2021), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the Offering-Price Maturity.

(d) **Issuer** means the City of Valley, Nebraska.

(e) **Maturity** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(f) **Public** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter as defined in subsection (h) below. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) **Sale Date** means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is July 13, 2021.

(h) **Underwriter** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Ameritas' interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Kutak Rock LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

AMERITAS INVESTMENT COMPANY, LLC

By: _____

Name: _____

Dated: August 16, 2021

SCHEDULE A

PRICES

\$2,445,000

CITY OF VALLEY, NEBRASKA

GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BONDS

SERIES 2021

General Rule Maturities

Not Applicable

Maturities Listed Below

<u>Type</u>	<u>Maturity Date (December 15)</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Price</u>
Serial	2022	\$110,000	0.30%	100%
Serial	2023	110,000	0.40	100
Serial	2024	110,000	0.50	100
Serial	2025	115,000	0.60	100
Serial	2026	115,000	0.75	100
Serial	2027	115,000	0.90	100
Serial	2028	115,000	1.05	100
Serial	2029	115,000	1.15	100
Serial	2030	120,000	1.25	100
Serial	2031	120,000	1.35	100
Serial	2032	120,000	1.45	100
Serial	2033	120,000	1.55	100
Serial	2034	125,000	1.65	100
Serial	2035	125,000	1.75	100
Serial	2036	130,000	1.80	100
Serial	2039	135,000	1.95	100
Serial	2040	140,000	2.00	100
Serial	2041	140,000	2.05	100

Hold-The-Offering-Price Rule Maturities

Not Applicable

Maturities Listed Below

<u>Type</u>	<u>Maturity Date (December 15)</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Price</u>
Serial	2037	\$130,000	1.85%	100%
Serial	2038	135,000	1.90	100

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

Not applicable, because there are no Hold-the-Offering-Price Maturities

Attached

Ameritas Investment Corp.

\$2,445,000

Valley G.O. Highway Bonds

Series 2021

Negotiated Issue

Bank Qualified

Order Period: Thursday, 7/8/2021
Closing at: 11:30 Central

Some maturities may close early due to high demand.
Watch your emails for updates.

Dated: 8/16/2021
1st Interest Payment: 12/15/2021
Callable 8/16/2026

Expected Settlement: 8/16/2021

Maturity	Principal (M)	Coupon	Yield	Price	Takedown
12/15/2022	110,000	0.30%	0.30%	100.00	\$5.00
12/15/2023	110,000	0.40%	0.40%	100.00	\$5.00
12/15/2024	110,000	0.50%	0.50%	100.00	\$5.00
12/15/2025	115,000	0.60%	0.60%	100.00	\$5.00
12/15/2026	115,000	0.75%	0.75%	100.00	\$5.00
12/15/2027	115,000	0.90%	0.90%	100.00	\$5.00
12/15/2028	115,000	1.05%	1.05%	100.00	\$5.00
12/15/2029	115,000	1.15%	1.15%	100.00	\$5.00
12/15/2030	120,000	1.25%	1.25%	100.00	\$5.00
12/15/2031	120,000	1.35%	1.35%	100.00	\$5.00
12/15/2032	120,000	1.45%	1.45%	100.00	\$6.00
12/15/2033	120,000	1.55%	1.55%	100.00	\$6.00
12/15/2034	125,000	1.65%	1.65%	100.00	\$6.00
12/15/2035	125,000	1.75%	1.75%	100.00	\$6.00

EXHIBIT C TO BOND PURCHASE AGREEMENT

RULE 15c2-12 CERTIFICATE

The undersigned, being the duly authorized officer of the City of Valley, Nebraska (the “**City**”) hereby makes the following certifications and representations to Ameritas Investment Company, LLC (the “**Underwriter**”) on behalf of the City:

(1) This Certificate is delivered to enable the Underwriter to comply with Rule 15c2-12, as amended, under the Securities Exchange Act of 1934 (“**Rule 15c2-12**”) in connection with the issuance and sale by the City of \$2,445,000 in aggregate principal amount of its General Obligation Highway Allocation Fund Pledge Bonds, Series 2021 (the “**Bonds**”).

(2) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, dated July 2, 2021, setting forth information concerning the Bonds and the City (the “**Preliminary Official Statement**”).

(3) As used herein, “Permitted Omissions” shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds and any underlying obligations depending on such matters and the identity of the Underwriter, all with respect to the Bonds and any underlying obligations.

(4) The information in the Preliminary Official Statement is final within the meaning of Rule 15c2-12 and is accurate and complete in all material respects as of this date, except for any Permitted Omissions.

(5) If, at any time prior to the execution of the Bond Purchase Agreement for the purchase of the Bonds by the Underwriter, any event occurs as a result of which the Preliminary Official Statement might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the City shall promptly notify the Underwriter thereof.

(6) The section of the Preliminary Official Statement entitled “CONTINUING DISCLOSURE” describes the agreement the City expects to make for the benefit of the Bondholders in the Disclosure Certificate, as defined by the Preliminary Official Statement, by which the City will undertake to provide ongoing disclosure in accordance with Rule 15c2-12.

EXECUTED AND DATED as of July 2, 2021.

CITY OF VALLEY, NEBRASKA

By: _____
Title: _____

RESOLUTION 2021-30

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF VALLEY, NEBRASKA AUTHORIZING THE REFUNDING AND EARLY REDEMPTION OF ALL OR A PORTION OF THE CITY'S GENERAL OBLIGATION VARIOUS PURPOSE BONDS, SERIES 2014, IN SUCH AMOUNTS AND IN SUCH MATURITIES AS SHALL BE DETERMINED BY AN AUTHORIZED OFFICIAL OF THE CITY.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VALLEY, NEBRASKA AS FOLLOWS:

Section 1. The City of Valley, Nebraska (the "City") has previously issued its General Obligation Various Purpose Bonds, Series 2014, dated December 16, 2014, in the original aggregate principal amount of \$1,095,000 (the "Series 2014 Bonds"), of which \$695,000 in aggregate principal amount is presently outstanding. The Series 2014 Bonds were authorized by an ordinance (the "Series 2014 Ordinance") duly passed and adopted by the Mayor and City Council of the City (the "City Council") for the purpose of (i) refunding and redeeming its outstanding Street and Storm Water Sewer Improvement Bond Anticipation Notes, Series 2013, dated October 29, 2013, which were issued to pay the interim costs of constructing paving and storm water improvements within the City, and (ii) paying the costs of issuing the Series 2014 Bonds.

Section 2. As set forth in the Series 2014 Ordinance, the Series 2014 Bonds maturing on or after December 15, 2020 are subject to redemption at any time on or after December 16, 2019, as a whole or in part, at a redemption price equal to the principal amount of the Series 2014 Bonds called for redemption, plus accrued interest on such principal amount being redeemed to the date of redemption.

Section 3. Subject to the conditions set forth herein, the City Council hereby authorizes the refunding and redemption of the following outstanding Series 2014 Bonds (the "Refunded Bonds"), and the payment of the redemption price of such bonds through and including August 16, 2021 (the "Redemption Date"), or such other date as shall be determined by the Mayor or City Clerk (each, including any person authorized to act on his or her behalf, an "Authorized Officer"), or each individually, all in accordance with the redemption provisions set forth in the Series 2014 Ordinance, after which date interest on such bonds shall cease:

<u>Type</u>	<u>Maturity Date</u> <u>(December 15)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u> <u>(920012)</u>
Serial	2021	\$70,000	2.10%	NU1
Serial	2022	70,000	2.30	NV9
Serial	2023	75,000	2.45	NW7
Serial	2024	75,000	2.60	NX5
Serial	2025	75,000	2.75	NY3
Serial	2026	80,000	2.90	NZ0
Serial	2027	80,000	3.05	PA3
Serial	2028	85,000	3.15	PB1
Serial	2029	85,000	3.25	PC9

Any Authorized Officer may determine that one or more maturities of the Refunded Bonds listed above shall not be refunded and redeemed on the Redemption Date. Such determinations shall be set forth in a certificate of such Authorized Officer.

Section 4. On the Redemption Date, the principal of the Refunded Bonds, together with all accrued interest to but not including the Redemption Date, shall be paid upon presentation and surrender

thereof at the office of the City Treasurer, in Valley, Nebraska, as registrar and paying agent for the Refunded Bonds (the “Registrar”).

Section 5. In accordance with the Series 2014 Ordinance:

(a) not later than 35 days prior to the Redemption Date (or such other date as may be acceptable to the Registrar), the Authorized Officers, or each individually, are hereby directed to file a copy of this Resolution with the Registrar; and

(b) upon receipt of this Resolution, the Registrar is hereby instructed to mail notice of the redemption of the Refunded Bonds to each registered owner thereof not less than 30 days prior to the Redemption Date (or such shorter period as may be acceptable to the then registered owners of the Refunded Bonds); and

(c) not later than 10 business days following its mailing of the redemption notice, the Registrar is further directed to file such redemption notice with the Municipal Securities Rulemaking Board and its EMMA portal.

Section 6. This Resolution shall be in full force and take effect from and after its passage as provided by law. The redemption of the Refunded Bonds authorized by this Resolution is subject to the prior issuance by the City of its General Obligation Various Purpose Refunding Bonds, Series 2021A (the “Refunding Bonds”). This Resolution shall have no force and effect if the Refunding Bonds are not issued within one year of the date hereof.

PASSED AND APPROVED this 13th day of July, 2021

CITY OF VALLEY, DOUGLAS
COUNTY, NEBRASKA

Cindy Grove, Mayor

Mike Stanzel, Council President

Linda Lewis, Council Member

Byron Ueckert, Council Member

Chris TenEyck, Council Member

ATTEST:

Cheryl K. Eckerman, Assistant City Clerk

ORDINANCE NO. 755

AN ORDINANCE OF THE CITY OF VALLEY, NEBRASKA AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY BY THE CITY OF ITS GENERAL OBLIGATION VARIOUS PURPOSE REFUNDING BONDS, SERIES 2021, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$715,000; PRESCRIBING THE FORM AND CERTAIN DETAILS OF THE BONDS AND PROVIDING FOR THE FIXING AND ESTABLISHING OF OTHER DETAILS OF THE BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY BECOME DUE; DESIGNATING THE BONDS AS QUALIFIED TAX EXEMPT OBLIGATIONS; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND PROVIDING FOR THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VALLEY, NEBRASKA AS FOLLOWS:

ARTICLE I

FINDINGS AND DEFINITIONS

Section 101. Findings and Determinations. The Mayor and City Council (the “City Council”) of the City of Valley, Nebraska (the “City”) hereby find and determine as follows:

(a) The City is a city of the second class and political subdivision duly organized and existing under the laws of the State of Nebraska (the “State”), including, but not limited to, Chapter 17, Reissue Revised Statutes of Nebraska, as amended.

(b) The City has previously issued its General Obligation Various Purpose Bonds, Series 2014, dated December 16, 2014, in the original aggregate principal amount of \$1,095,000 (the “Series 2014 Bonds”), of which \$695,000 in aggregate principal amount is presently outstanding. The Series 2014 Bonds were authorized by an ordinance (the “Series 2014 Ordinance”) duly passed and adopted by the City Council for the purpose of (i) refunding and redeeming its outstanding Street and Storm Water Sewer Improvement Bond Anticipation Notes, Series 2013, dated October 29, 2013 (the “Prior Notes”), which were issued to pay the interim costs of constructing paving and storm water improvements within the City, and (ii) paying the costs of issuing the Series 2014 Bonds.

(c) As set forth in the Series 2014 Ordinance, the Series 2014 Bonds maturing on or after December 15, 2020 are subject to redemption at any time on or after December 16, 2019, as a whole or in part, at a redemption price equal to the principal amount of the Series 2014 Bonds called for redemption, plus accrued interest on such principal amount being redeemed to the date of redemption.

(d) Since the issuance of the Refunded Bonds, the rates of interest available in the markets have declined such that the City can effect a savings in interest costs by providing for payment and redemption of some or all of the Refunded Bonds through the issuance of general

obligation various purpose refunding Bonds of the City pursuant to Section 10-142 and Section 18-1801 to 1802, Reissue Revised Statutes of Nebraska, as amended.

(e) By resolution of the City Council adopted on July 13, 2021, the City has duly authorized the redemption of all or a portion of the outstanding Series 2014 Bonds maturing on December 15, 2021 and thereafter (the “**Refunded Bonds**”) on August 16, 2021 (the “**Redemption Date**”) of the Refunded Bonds, together with all interest accrued to such date, all in accordance with redemption provisions set forth in the Series 2014 Ordinance, after which date interest on such bonds shall cease. Any Series 2014 Bonds not constituting Refunded Bonds, if any, shall be paid upon maturity thereof. The redemption of the Refunded Bonds is conditioned upon and subject to the City’s issuance of the refunding bonds described herein.

(f) The City has on hand no debt service or other sinking fund money for the payment of principal and interest on the Refunded Bonds, other than legally available funds of the City, if any, which are to be used and applied in accordance with **Section 5.02** hereof.

(g) To provide funds for the redemption of the Refunded Bonds, it is necessary, and advisable that the City issue its general obligation various purpose refunding bonds in accordance with the provisions of the Act, which bonds will be payable as described herein.

(h) It is necessary that the City adopt policies and procedures to satisfy all applicable requirements of federal income tax law in order to preserve, post-issuance, the tax-exempt status of the bonds described herein.

(i) All conditions, acts and things required by law to exist or to be done precedent to the issuance of general obligation refunding bonds of the City described herein for such purposes do exist and have been done in due form and time as required by law.

Section 102. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms used in this Ordinance have the following meanings:

“**Act**” means Section 10-142, Sections 17-508 to 17-524 and Sections 18-1801 to 18-1802 Reissue Revised Statutes of Nebraska, as amended.

“**Authorized Denomination**” means \$5,000 and any whole multiple thereof, unless otherwise determined by an Authorized Officer.

“**Authorized Officer**” means the Mayor or the Clerk, including anyone authorized to act on behalf of any such officer.

“**Beneficial Owner**” means any Person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“**Bond Counsel**” means Kutak Rock LLP, or other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

“**Bond Register**” means the books for the registration, transfer and exchange of the Bond kept at the office of the Paying Agent.

“**Bonds**” means the City’s General Obligation Various Purpose Refunding Bonds, Series 2021A, dated the date of delivery, authorized and issued by the City pursuant to this Ordinance.

“**Business Day**” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“**Call Resolution**” means that certain resolution of the City Council adopted on July 13, 2021 calling for the early redemption and prepayment of the Refunded Bonds.

“**Cede & Co.**” means Cede & Co., as nominee of The Depository Trust Company, New York, New York.

“**City**” means the City of Valley, Nebraska, a city and political subdivision of the State.

“**City Council**” has the meaning set forth in the Findings and Determinations above.

“**Clerk**” means the Clerk of the City, or such other person duly authorized to sign on his or her behalf.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

“**Cost of Issuance Fund**” means the fund by that name referred to in Section 501 hereof.

“**Debt Service Fund**” means the fund by that name referred to in Section 501 hereof.

“**Defaulted Interest**” means interest on the Bond which is payable but not paid on any Interest Payment Date.

“**Defeasance Obligations**” means any of the following obligations:

(a) Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(i) (A) the obligations are not subject to redemption prior to maturity or (B) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(ii) the obligations are secured by cash or Government Obligations that may be applied only to principal of, premium, if any, and interest payments on or the redemption price of such obligations;

(iii) such cash and the principal of and interest on such Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(iv) such cash and Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(v) such cash and Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(vi) the obligations are rated at least "Aa" by Moody's Investors Service, Inc. or "AA" by Standard & Poor's Ratings Group.

"Designated Office" means the corporate trust administration office maintained by the Paying Agent at which the Paying Agent discharges its obligations under this Ordinance and which may be changed by the Paying Agent upon written notice to the City and to each Registered Owner.

"Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States (including the interest component of obligations of the Ordinance Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated at least "Aa" by Moody's Investors Service, Inc. or "AA" by Standard & Poor's Ratings Group and such obligations are held in a custodial account for the benefit of the City.

"Interest Payment Date" means the dates established by the Authorized Officer pursuant to **Section 210** for the payment of interest on the Bonds.

"Lender" has the meaning set forth in **Section 209** hereof.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Mayor" means the Mayor of the City, or such other person duly authorized to sign on his or her behalf.

"Ordinance" means this Ordinance passed by the City Council, authorizing the issuance of the Bond, as amended from time to time.

"Outstanding" means, when used with reference to the Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following Bonds:

(a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of Article VII hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

"Paying Agent" means the City Treasurer or a third party financial institution designated by an Authorized Officer in accordance with **Section 203** hereof, and any successors or assigns.

“**Permitted Investments**” means any of the investments permitted by the constitution and statutes of the State of Nebraska for funds of the City.

“**Person**” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“**Placement Agent**” has the meaning set forth in **Section 209** hereof.

“**Prior Notes**” has the meaning set forth in the Findings and Determinations above.

“**Private Purchaser**” has the meaning set forth in **Section 209** hereof.

“**Purchaser**” means the Underwriter, the Private Purchaser or the Lender, as specified by an Authorized Officer in accordance with the provisions of **Section 209** hereof.

“**Record Date**” for the interest payable on any Interest Payment Date means the fifteenth day preceding such Interest Payment Date, whether or not a business day.

“**Redemption Date**” when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Ordinance. “**Redemption Date**” when used with respect to any Refunded Bond has the meaning set forth in the Findings and Determinations above.

“**Redemption Price**” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance.

“**Refunded Bonds**” has the meaning set forth in the Findings and Determinations above.

“**Refunded Bonds Paying Agent**” means the Clerk, as registrar and paying agent with respect to the Refunded Bonds.

“**Registered Owner**” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

“**Replacement Bond**” means a Bond issued to an Owner in accordance with **Section 207** hereof.

“**Securities Depository**” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“**Series 2014 Ordinance**” has the meaning set forth in the Findings and Determinations above.

“**Special Record Date**” means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

“**State**” means the State of Nebraska.

“**Tax Certificate**” means the Federal Tax Certificate executed and delivered by the City in connection with the issuance of the Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

“**Treasurer**” means the Treasurer of the City, or such other person authorized to sign on his or her behalf.

“**United States**” means the United States of America.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. The City is hereby authorized and directed to issue the Bonds in an aggregate principal amount not to exceed \$715,000 to provide for the payment and redemption of the Refunded Bonds and the costs of issuing the Bonds.

Section 202. Description of Bonds. The Bonds shall consist of fully registered Bonds, each series numbered from R-1 upward in order of issuance, in Authorized Denominations, or such other denomination as determined by an Authorized Officer. The Bonds shall be subject to registration, transfer and exchange as provided in **Section 205** hereof. All of the Bonds shall be dated the date of delivery thereof, shall become due and payable in the amounts on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in **Article III** hereof and as determined by an Authorized Officer, and shall bear interest at the rates determined by the Authorized Officer in accordance with the provisions of **Section 210** hereof. The Bonds shall bear interest computed on the basis of a 360-day year of twelve 30-day months from the date thereof or from the most recent Interest Payment Date to which interest has been paid.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be in substantially the form set forth in **Exhibit A** attached hereto.

Section 203. Designation of Paying Agent. The City hereby designates the Paying Agent as its paying agent for the payment of the principal or Redemption Price of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of the Bonds. If the Paying Agent is other than the Treasurer, the Paying Agent shall serve in such capacities under the terms of an agreement entitled “Bond Registrar and Paying Agent Agreement” between the City and the Paying Agent (the “**Registrar Agreement**”) in the such form as any Authorized Officer shall deem appropriate and necessary. Any Authorized Officer may execute the Registrar Agreement.

The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right, and does hereby authorize each Authorized Officer, to appoint a successor Paying Agent by (a) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (b) causing notice of the appointment of the successor Paying Agent to be given by first-class mail to each Registered Owner. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

Unless the Paying Agent is the Treasurer, every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company organized and doing business under the laws of the United States or of a state of the United States, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

Section 204. Method and Place of Payment of Bonds. The principal or Redemption Price of and interest on the Bonds shall be payable in legal currency of the United States. The principal or the Redemption Price of each Bond shall be paid at Maturity, together with all accrued interest thereon, by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the Designated Office of the Paying Agent. The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register.

Notwithstanding the foregoing provisions of this **Section 204**, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first-class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of the payment of the principal or Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the City.

Section 205. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent. The Bonds when issued shall be registered in the name of the Registered Owner thereof on the Bond Register. At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in aggregate principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners whose authority is evidenced to the satisfaction of the Paying Agent.

Bonds may be transferred and exchanged only on the Bond Register as provided in this **Section 205**. Upon surrender of any Bond at the Designated Office, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks.

Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

The City and the Paying Agent shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption, or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

Section 206. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and the Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by the Paying Agent. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to the Purchaser upon payment of the purchase price of the Bonds plus accrued interest thereon to the date of its delivery.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds. If (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's

request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount. Upon the issuance of any new Bond under this **Section 207**, the City may require the payment by the Registered Owner of an amount sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Bond issued pursuant to this **Section 207** shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds. If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City, in its discretion, may pay such Bond instead of issuing a new Bond.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the City.

Section 209. Sale of Bonds. In accordance with and subject to the provisions of **Section 210**, the Authorized Officers, or each individually, are hereby authorized to sell the Bonds pursuant to one or more of the following methods:

(a) The City is authorized to sell the Bonds to Ameritas Investment Company, LLC, as original purchaser of the Bonds (the “**Underwriter**”), in accordance with **Section 210** of this Ordinance. Delivery of the Bonds shall be made to the Underwriter as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of sale. The City is authorized to enter into a Bond Purchase Agreement (the “**Purchase Agreement**”) between the City and the Underwriter in form and substance acceptable to the Authorized Officers, or each individually. Such Authorized Officer is authorized to execute the Purchase Agreement, in form and substance acceptable to such Authorized Officer, for and on behalf of the City, such officer’s signature thereon being conclusive evidence of such official’s and the City’s approval thereof. The Underwriter shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. Such Underwriter and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the Issuer as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing.

(b) The City is further authorized to place the Bonds with a private purchaser (the “**Private Purchaser**”) with the assistance of Ameritas Investment Company, LLC, as placement agent of the Bonds (the “**Placement Agent**”) in accordance with **Section 210** of this Ordinance. The Private Purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and placement of the Bonds.

(c) The City is further authorized to (i) issue the Bonds directly to a bank or other institutional lender (the “**Lender**”) to evidence or secure a loan from such Lender to the City or (ii) enter into a loan agreement with a Lender in lieu of issuing the Bonds, in accordance with **Section 210** of this Ordinance and subject to the other restrictions of this Ordinance. Such Lender

may be identified with the assistance of the Placement Agent. The Lender shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, and shall have the right to sell participation interests in the Bonds to other banks and institutional lenders, all subject to the restrictions of this Ordinance. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance of the Bonds.

Section 210. Parameters and Authorization of Award Certificate. The Authorized Officers, or each individually, is authorized and directed, in the exercise of his or her independent judgment and absolute discretion, to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in accordance with and subject to the provisions of this Ordinance pursuant to a certificate executed at the time the Bond Purchase Agreement shall be signed (the “**Award Certificate**”): (a) the dates of original issue, (b) the aggregate principal amount of Bonds to be issued, not exceeding aggregate principal amount set forth in **Section 201** hereof, (c) the Maturity Dates and the principal amount of the Bonds to mature on each of such dates, (d) the final Maturity Date of the Bonds, which shall in no event be later than December 15, 2029, (e) the dates upon which the Bonds shall be sold, (f) the rate or rates of interest to be carried by each maturity, provided that such rates generate positive debt service savings, (g) the method by which such rate or rates of interest shall be calculated, (h) the Interest Payment Dates for the Bonds, (i) the redemption dates and prices and all terms relating thereto, including the amount and maturity date of any Bonds issued as “term bonds” and the amount of each sinking fund installment therefor, and all terms relating thereto, if any, (j) the identity of the Paying Agent, if other than the City Treasurer; (k) any financial covenants, including modification of those set forth herein; (l) the form, content, terms and provisions of the Purchase Agreement (as defined in **Section 209** hereof), if applicable, (m) the fee of the Purchaser, which shall not be more than 1.50% of the aggregate principal amount of the Bonds; (n) the purchase price for the Bonds, which shall not be less than 96.00% of the aggregate principal amount of the Bonds (inclusive of the Purchaser’s discount or fee and any original issue discount); (o) the identity of the Purchaser and structure of the financing as contemplated in **Section 209** hereof; (p) the form and contents of any Offering Document (as such term is defined in **Section 212** hereto); (q) the form, content, terms, and provisions of any closing and other documentation executed and delivered by the City in connection with the authorization, issuance, sale and delivery of the Bonds; and (r) all of the other terms of the Bonds not otherwise determined or fixed by the provisions of this Ordinance.

Section 211. Book-Entry Bonds; Securities Depository.

(a) Unless otherwise directed by the Purchaser, the Bonds shall initially be registered to Cede & Co., as nominee for the Securities Depository, and no Beneficial Owner will receive any certificate representing its respective interest(s) in the Bonds, except if the Paying Agent issues Replacement Bonds as provided in **Section 211(b)** hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of the principal or Redemption Price of and interest on the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the Beneficial Owners as described in **Section 211(b)** hereof.

(b) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Registered Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, or (ii) if the Paying Agent receives written notice from Participants having interests in not less than 50% in aggregate principal amount of the Bonds Outstanding, as shown on the records of the

Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Registered Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Paying Agent shall notify the Registered Owners of such determination or such notice and of the availability of certificates to Registered Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption, provided that in the case of a determination under this **Section 211(b)(i)(A)** or **(B)**, the City, with the consent of the Paying Agent, may select a successor securities depository in accordance with **Section 211(c)** hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Paying Agent or Registered Owners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 211(c)**, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Registered Owners as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing Replacement Bonds shall be paid for by the City.

(c) If the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository, provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

(d) If so directed by the Purchaser, no Securities Depository shall be utilized in connection with the Bonds.

Section 212. Offering Documents. The use and public distribution of any official statement, offering circular, term sheet, request for lenders or any other offering document (including any preliminary thereof, the “**Offering Document**”) by the Underwriter or the Placement Agent in connection with the reoffering or placement of the Bonds is hereby authorized. Any Authorized Officer is authorized to approve the final Offering Document as so supplemented, amended and completed, and the use and public distribution of the final Offering Document by the Underwriter or the Placement Agent in connection with the reoffering or placement of the Bonds is hereby authorized. Any Authorized Officer is hereby authorized to execute and deliver a certificate pertaining to such Offering Document as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

If requested by the Purchaser, the City agrees to provide to the Underwriter or the Placement Agent within seven Business Days of the date of the sale of Bonds sufficient copies of the final Offering Document to enable the Underwriter or the Placement Agent to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board, if applicable.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds. At the option of the City, Bonds or portions thereof may be called for redemption and payment prior to their Stated Maturity on the dates and at the Redemption Prices determined by an Authorized Officer in accordance with the provisions of **Section 210** hereof.

Section 302. Selection of Bonds to Be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date (or such shorter period as may be acceptable to the Paying Agent) of written instructions of the City specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** hereof are met. The foregoing provisions of this paragraph shall not apply to the mandatory redemption of Bonds hereunder, and Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Paying Agent shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed in Authorized Denominations, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Bond there shall be issued to the Registered Owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, registered bonds of like series, maturity and interest rates in any of the Authorized Denominations provided by this Ordinance. If less than all of the Bonds of a maturity are to be called for redemption, the Paying Agent shall select the particular Bonds of such maturity to be redeemed by lot.

Section 303. Notice and Effect of Call for Redemption. Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 30 days (or such shorter period as may be acceptable to the then-Registered Owner of the Bonds) prior to the Redemption Date to the Purchaser of the Bonds and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that, if the Paying Agent has sufficient funds on the Redemption Date to pay the Redemption Price thereof on such date, the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the Designated Office of the Paying Agent.

The failure of any Registered Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date. If such deposit does not occur or if the Paying Agent does not have sufficient funds on the Redemption Date to pay the Redemption Price, the redemption notice shall be canceled and the Bonds shall continue to bear interest as if the Bonds had not been called for redemption.

Official notice of redemption having been given as provided, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

The Paying Agent is also directed to comply with any mandatory or voluntary standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

The Bonds are general obligations of the City to which the City's full faith, credit and resources are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due. The City hereby covenants and agrees that it will cause to be levied and collected annually a tax on all taxable property in the City, in addition to all other taxes now or hereafter authorized to be levied by the City, sufficient in amount to pay the principal of and interest on the Bonds until the same is fully paid.

The ad valorem taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the City are levied and collected. The proceeds derived from such ad valorem taxes shall be deposited in the Debt Service Fund, shall be kept separate and apart from all other funds of the City and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the Paying Agent. If at any time said ad valorem taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay such principal or interest out of the general funds of the City and to reimburse the general funds for money so expended when such ad valorem taxes are collected.

The provisions of this Ordinance shall constitute a contract between the City and the registered owners of the Bonds, and any registered owners of any Bond may either in law or equity or suit, action, mandamus or other proceedings enforce or compel performance of this Ordinance.

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEY

Section 501. Establishment of Funds. There have been or shall be established in the treasury of the City and shall be held and administered by the Treasurer the following separate funds:

- (a) Costs of Issuance Fund; and
- (b) Debt Service Fund.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

- (a) All accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Fund and applied in accordance with **Section 504** hereof.
- (b) Proceeds in an amount sufficient to, together with funds of the City held for debt service on the Refunded Bonds, if any, prepay and refund the Refunded Bonds on the Redemption Date, shall be deposited with the Refunded Bonds Paying Agent.
- (c) The remaining balance of the proceeds from the sale of the Bonds, if any, shall be deposited in the Cost of Issuance Fund to pay costs of issuing the Bonds.

Section 503. Application of Money in the Costs of Issuance Fund. Money in the Costs of Issuance Fund shall be used by the City solely for the purpose of paying the costs and expenses of issuing the Bonds, including the fees of attorneys, financial consultants, accountants, rating agencies, printers and others employed to render professional services and other costs, fees and expenses incurred in connection with the issuance of the Bonds, and shall be disbursed by an Authorized Officer. Any of such money not used for such purpose and remaining on deposit the date which is six months after the issue date of the Bonds shall be transferred to and deposited in the Debt Service Fund. Upon payment of all costs of Issuance of the Bonds, any surplus remaining in the Costs of Issuance Fund shall be transferred to and deposited in the Debt Service Fund.

Section 504. Application of Money in the Debt Service Fund. All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Registered Owner of any Bond is no longer entitled to enforce payment of such Bond or the interest thereon, the Paying Agent shall return such funds to the City. All

money deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such money. Any money or investments remaining in the Debt Service Fund after the retirement of the indebtedness for which the Bonds were issued and all other indebtedness of the City shall be transferred and paid into the General Fund of the City.

Section 505. Deposits and Investment of Money. Money in each of the funds created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State. All money held in the funds created by this Ordinance shall be kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

Money held in any fund referred to in this Ordinance may be invested by the Treasurer at the direction of the City Council, in accordance with this Ordinance and the Tax Certificate, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than the date when the money invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

Section 506. Payments Due on Saturdays, Sundays and Holidays. If any payment on any Bond is due on a date which is not a Business Day, then such payment need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on such payment date, and no interest shall accrue for the period after such payment date.

Section 507. Nonpresentment of the Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, such Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State of Nebraska;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Registered Owner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of the City's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State of Nebraska and having full trust powers, at or prior to the Stated Maturity or Redemption Date of such Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, money and/or

Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of such Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (a) the City has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the City has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with **Section 302(a)** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Ordinance.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. Tax Covenants.

(a) The City covenants and agrees that (i) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds, and (ii) it will not use or permit the use of any proceeds of Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, which would adversely affect the exclusion from federal gross income of the interest on the Bonds. The City will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The City covenants and agrees that (i) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (ii) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(c) The City covenants and agrees that it will pay or provide for the payment from time to time of all arbitrage rebate to the United States pursuant to Section 148(f) of the Code and the Tax Certificate. This covenant shall survive payment in full or defeasance of the Bonds. The Tax Certificate may be amended or replaced if, in the opinion of Bond Counsel, such amendment or replacement will not adversely affect the exclusion from federal gross income of the interest on the Bonds.

(d) The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, (i) in a manner that would cause any Bond to be a "private activity bond" within the meaning of Section 141(a) of the Code, or (ii) to make or finance a loan to any Person.

(e) The City makes the following representations in connection with the exception for small governmental units from the arbitrage rebate requirements under Section 148(f)(4)(D) of the Code:

- (i) the City is a governmental unit under Nebraska law with general taxing powers;
- (ii) none of the Bonds, the Refunded Bonds or the Prior Notes is a private activity bond as defined in Section 141 of the Code;
- (iii) ninety-five percent or more of the net proceeds of the Refunded Bonds and the Prior Notes were used for local governmental activities of the City;
- (iv) the Refunded Bonds and the Prior Notes were exempt from arbitrage rebate under the “small-issuer exception” of Section 148(f)(4)(D) of the Code;
- (v) the weighted average maturity of the Bonds will not exceed the remaining weighted average maturity of the Refunded Bonds; and
- (vi) no Bond matures more than 30 years after the issuance date of the Prior Notes (October 29, 2013).

(f) The Bonds are deemed designated as qualified tax-exempt obligations and, pursuant to such designation, the City hereby represents that:

- (i) the Series 2014 Bonds were designated as “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B) of the Code;
- (ii) the average maturity date of the Bonds will not later than the average maturity date of the Refunded Bonds; and
- (iii) the Bonds will have a final maturity date which is not later than the date which is 30 years after the date the Prior Notes were issued (October 29, 2013).

Any Authorized Officer is hereby authorized to take such other action as may be necessary to make effective the designation in this **Section 801(f)**.

(g) The City hereby adopts the Post-Issuance Tax Compliance Procedures attached to this Ordinance as **Exhibit B** to ensure that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds which are intended to be tax-exempt are met. The City reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The City also reserves the right to change these policies and procedures from time to time, without notice.

(h) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bond pursuant to **Article VII** of this Ordinance or any other provision of this Ordinance, until the final Maturity of the Bond.

Section 802. [Reserved].

Section 803. Amendments. The rights and duties of the City and the Registered Owners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by an ordinance of the City with the written consent of the Registered Owners of not less than

a majority in aggregate principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk.

Without the written consent of the Registered Owners of all of the Bonds at the time Outstanding, no modification or alteration of this Ordinance shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the City is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

Without notice to or the consent of any Registered Owners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owners.

Every amendment or modification of the provisions of the Bonds or of this Ordinance, to which the written consent of the Registered Owners is given, as above provided, shall be expressed in an ordinance adopted by the City Council amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the Secretary, shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance of this Ordinance will be sent by the Clerk to any such Registered Owner or prospective purchaser.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of such amendatory or supplemental ordinance of the City, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance which affects the duties or obligations of the Paying Agent under this Ordinance.

Section 804. Notices, Consents and Other Instruments by Registered Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by any Registered Owner may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owner in person or by an agent with written authorization. Proof of the execution of any such instrument or writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Registered Owners of the requisite aggregate principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Registered Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Registered Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as provided if the pledgee establishes to the satisfaction of the Registered Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

Section 805. General and Specific Authorizations; Ratification of Prior Actions. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the City Council hereby (a) authorizes and directs the Authorized Officers and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with Bond Counsel, the Purchaser and its counsel shall consider necessary, advisable, desirable or appropriate in connection with this Ordinance, including without limitation the execution and delivery of all related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Authorized Officers the right, power and authority to exercise his or her independent judgment and absolute discretion in (i) determining and finalizing all terms and provisions to be carried by the Bonds not specifically set forth in this Ordinance and (ii) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds. The execution and delivery by any Authorized Officer or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Ordinance, shall constitute conclusive evidence of both the City's and their approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

All actions heretofore taken by any Authorized Officer and all other officers, officials, employees and agents of the City, including without limitation the expenditure of funds and the selection, appointment and employment of Bond Counsel and financial advisors and agents, in connection with issuance and sale of the Bonds, together with all other actions taken in connection with any of the matters which are the subject hereof, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 806. Benefits of Ordinance Limited to the City and the Owners. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Bonds is intended or should be construed to confer upon or give to any person other than the City and the Owners of the Bonds any legal or equitable right, remedy or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise,

agreement or provision herein contained. This Ordinance and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City and the Owner from time to time of the Bonds as herein and therein provided.

Section 807. No Personal Liability. No officer or employee of the City shall be individually or personally liable for the payment of the principal of or interest on any Bond. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

Section 808. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 809. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 810. Effective Date. This Ordinance shall take effect and be in full force from and after its passage and publication in pamphlet form as provided by law.

[The remainder of this page intentionally left blank.]

DATED: July 13, 2021.

CITY OF VALLEY, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
City Clerk

\$715,000
CITY OF VALLEY, NEBRASKA
GENERAL OBLIGATION VARIOUS PURPOSE REFUNDING BONDS
SERIES 2021A

BOND PURCHASE AGREEMENT

July 13, 2021

Mayor and City Council
Valley, Nebraska

Ladies and Gentlemen:

On the basis of the representations and covenants and upon the terms and conditions contained in this Bond Purchase Agreement (this “**Agreement**”), Ameritas Investment Company, LLC (the “**Underwriter**”) hereby offers to purchase from the City of Valley, Nebraska (the “**Issuer**”) \$715,000 in aggregate principal amount of the Issuer’s General Obligation Various Purpose Refunding Bonds, Series 2021A (the “**Bonds**”).

The Issuer is issuing the Bonds to (i) refund and redeem \$695,000 in aggregate principal amount of its General Obligation Various Purpose Bonds, Series 2014, dated December 16, 2014 (the “**Refunded Bonds**”), which have been called for redemption prior to maturity on August 16, 2021 (the “**Redemption Date**”) pursuant to a resolution duly adopted by the Mayor and City Council of the Issuer (the “**Council**”) on July 13, 2021 (the “**Call Resolution**”) and (ii) pay the costs of issuing the Bonds.

This offer is made subject to the acceptance by the Issuer of this Agreement, which acceptance shall be evidenced by the execution of this Agreement prior to 5:00 p.m., Central Time, on August 28, 2019, by the undersigned officer or representative duly authorized for such purpose by the Council. All capitalized, undefined terms used herein shall have the meanings ascribed to them in the Bond Ordinance and the Offering Circular, each as hereinafter-defined.

SECTION 1. REPRESENTATIONS AND AGREEMENTS.

By its acceptance of this Agreement, the Issuer hereby makes the following representations and agreements with the Underwriter:

- (a) The Issuer is a city of the second class and political subdivision duly organized and existing under the laws of the State of Nebraska (the “**State**”) and is authorized and empowered pursuant to the provisions of the constitutional and statutory authority (the “**Authorizing Legislation**”) cited in the ordinance authorizing the issuance and delivery of the Bonds adopted by the Council on July 13, 2021 (the “**Bond Ordinance**”), to issue and sell the Bonds on behalf of the Issuer for the purpose of refunding the Refunded

Bonds and to pledge the resources and the taxing power of the Issuer as provided in the Bond Ordinance for the payment of the principal of, premium, if any, and interest on the Bonds.

(b) The Issuer has complied with all provisions of the Authorizing Legislation, the Constitution and other laws of the State and has full power and authority to consummate all transactions contemplated by this Agreement, the Registrar and Paying Agent Agreement, to be dated August 16, 2021 (the “**Registrar Agreement**”), between the Issuer and UMB Bank, NA, West Des Moines Iowa (the “**Registrar**”), the Bonds, the Bond Ordinance, the Call Resolution and all authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction over the subject matter have been duly obtained timely as required (except for any approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds). This Agreement, the Registrar Agreement and all other documents and certificates executed by the Issuer in connection with the issuance of the Bonds are referred to herein as the “**Issuer Documents**”.

(c) The Issuer has duly authorized all necessary action to be taken for: (i) the adoption of the Bond Ordinance and the Call Resolution; (ii) the issuance and sale of the Bonds upon the terms set forth herein and in the Bond Ordinance and the Offering Circular; (iii) the approval of the Offering Circular; (iv) the execution, delivery, receipt and due performance of the Issuer Documents, the Bonds and any and all such other agreements and documents as may be required to be executed, delivered and received in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Bond Ordinance, the Call Resolution and the Offering Circular; and (v) the carrying out, giving effect to and consummation of the transactions contemplated hereby and by the Bond Ordinance, and the Offering Circular.

(d) The Bond Ordinance and the Call Resolution were each duly adopted and delivered by the Council, have not been rescinded or modified by the Council and are enforceable in accordance with their respective terms. The Bond Ordinance and the Call Resolution will be in the forms previously adopted by the Council, with only such changes therein or modifications thereto as to which the Underwriter, the Issuer and Bond Counsel shall mutually agree.

(e) This Agreement constitutes, and the other Issuer Documents, as and when executed and delivered, will constitute, the valid and binding obligations of the Issuer, enforceable in accordance with their respective terms.

(f) The Bonds, when issued, delivered and paid for as herein provided, will have been duly executed, authenticated, issued and delivered and will constitute valid and binding obligations of the Issuer payable as to principal, premium, if any, and interest and being secured as provided in the Bond Ordinance, enforceable in accordance with their terms and entitled to the benefits and security of the Bond Ordinance.

(g) The Offering Circular, dated July 13, 2021, including any preliminary Offering Circular, and any amendment or supplement thereto, prepared in connection with

the offering of the Bonds (collectively, the “**Offering Circular**”), has been duly authorized by the Issuer. The Issuer has delivered the Offering Circular to the Underwriter and has consented to the Underwriter’s use of the Offering Circular in connection with the offer of the Bonds for sale.

(h) The information contained in the Offering Circular did not, does not and, as of the Closing Date, will not contain any untrue statement of a material fact and did not, does not and will not omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

(i) As promptly as practicable after the execution of this Agreement (but not later than the earlier of (i) seven business days from the date hereof and (ii) two business days before the date of Closing), in order to enable the Underwriter to comply with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (“**Rule 15c2-12**”) as well as Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board (the “**MSRB**”), the Issuer shall prepare and deliver to the Underwriter (x) as many printed, conformed copies of the Offering Circular as the Underwriter request and (y) an electronic copy of the Offering Circular in word-searchable pdf format. The Underwriter agrees to file a copy of the Offering Circular on the MSRB’s Electronic Municipal Markets Access (EMMA) system. The Issuer consents to the use of the Offering Circular by the Underwriter in connection with the sale of the Bonds.

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

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

(l) To the best of the Issuer’s knowledge, there is no litigation, suit or other proceeding of any kind pending, or to its knowledge threatened, (i) seeking to restrain or enjoin the issuance or delivery of the Bonds, or (ii) contesting, disputing or affecting in any way (A) the legal organization of the Issuer or its boundaries, (B) the right or title of any of the officers of the Issuer to their respective offices, (C) the legality of any of its official acts shown to have been done in the transcript relating to the Bonds, (D) the constitutionality or validity of the Bonds or the indebtedness represented by the Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof, (E) the legality, validity or enforceability of the Bond Ordinance, the Call Resolution or any of the Issuer Documents, (F) the power and authority of the Issuer to secure the Bonds in the manner provided for in the

Bond Ordinance which will provide sufficient moneys to pay in full, and when due, of the principal of and interest on the Bonds, or to utilize any other such money lawfully available to pay interest on and principal of the Bonds, when and as the same shall become due, and (G) the federal or State tax-exempt status of the interest on the Bonds, or (iii) that could have a material adverse effect on the ability of the Issuer to make payments on the Bonds or to perform its agreements and obligations under the Bond Ordinance, the Call Resolution or the Issuer Documents.

(m) To the best of the Issuer's knowledge, the approval, adoption, execution and/or delivery of the Offering Circular, the Bonds, the Issuer Documents, the Bond Ordinance, the Call Resolution and the other agreements contemplated hereby and by the Offering Circular, and compliance with the provisions thereof, will not conflict with or constitute on the part of the Issuer a breach of or a default under any existing law, court or administrative regulation, decree or order or any ordinance, agreement, indenture or other instrument to which the Issuer is subject or by which it is or may be bound nor will such execution and delivery or performance and compliance with the terms thereof result in the creation or imposition of any lien, charge or other encumbrance of any nature whatsoever upon any of its property or assets except as provided in the Bonds and the Bond Ordinance.

(n) The Issuer will apply the proceeds from the sale of the Bonds as specified in the Bond Ordinance, the Call Resolution and in the Offering Circular.

(o) The Issuer is not at present in default and has never been in default with respect to the payment of any principal of or interest on any bond or other evidence of indebtedness for borrowed money, including the Refunded Bonds.

(p) As of the date hereof, the Issuer has no knowledge of any materially adverse change in the financial condition of the Issuer from that set forth and described in the Offering Circular.

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

(r) If applicable, the Issuer will cooperate with the Underwriter in qualifying the Bonds for offer and sale under the securities or Blue Sky laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Issuer is not required to consent to suit or to service of process in any jurisdictions or otherwise to waive any defenses that the Issuer might have under the laws of the State or of the United States of America. If applicable, the Issuer consents to the use by the Underwriter in the course of the Underwriter's compliance with the securities or Blue Sky laws of the various jurisdictions of the documents relating to the Bonds, subject to the right of the Issuer to withdraw such consent for cause by written notice to the Underwriter.

(s) Prior to the earlier of (i) receipt of written notice from the Underwriter that Offering Circulars are no longer required under Rule 15c2-12 or (ii) 90 days after the "end of

the underwriting period” (as such term is defined in Rule 15c2-12) or (iii) if a copy of the Offering Circular is available to any person from the Municipal Securities Rulemaking Board, 25 days after the “end of the underwriting period,” the Issuer shall provide the Underwriter with such information regarding the current financial condition and ongoing operations of the Issuer as the Issuer shall deem material and such other information concerning the Issuer as the Underwriter may reasonably request. The Underwriter shall give notice to the Issuer on the date after which no “participating underwriter,” as such term is defined in Rule 15c2-12, remains obligated to deliver copies of the Offering Circular pursuant to paragraph (b)(4) of Rule 15c2-12.

(t) The Issuer will take any and all action necessary to call the Refunded Bonds for redemption on the Redemption Date as set forth in the Call Resolution and to pay on such date the principal amount of the Refunded Bonds and the interest accrued on such bonds to their date of redemption.

(u) The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm’s-length, commercial transaction between the Issuer and the Underwriter in which the Underwriter is acting solely as a principal and is not acting as a municipal advisor (within the meaning of Section 15B of the Securities and Exchange Act of 1934, as amended (the “**Exchange Act**”)), financial advisor or fiduciary to the Issuer, (ii) the Underwriter has not assumed (individually or collectively) any advisory or fiduciary responsibility to the Issuer with respect to this Agreement, the offering of the Bonds and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter, or any affiliate thereof, has provided other services or is currently providing other services to the Issuer on other matters), (iii) the only obligations the Underwriter has to the Issuer with respect to the transactions contemplated hereby are set forth in this Agreement, (iv) the Underwriter has financial and other interests that differ from those of the Issuer and (v) the Issuer has consulted with its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

(w) The principal amount of the Bonds is less than \$1,000,000. The Issuer represents that it has not issued within six months before the date of issuance of the Bonds and will not issue within six months after the date of issuance of the Bonds, other obligations of the Issuer of substantially the same security and providing financing for the same general purpose or purposes as the Bonds. Because the aggregate principal thereunder is less than \$1,000,000, it is understood and agreed that the terms of Rule 15c2-12 are inapplicable to the Bonds. Based on the above, no contractual arrangements have been made for the Issuer to provide continuing disclosure information to any repository or other information service.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS.

(a) On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth, at the Closing Time the Underwriter agrees to purchase from the Issuer, and the Issuer agrees to sell to the Underwriter, all (but not less than all) of the Bonds at an aggregate purchase price of \$704,275

(principal amount of the Bonds of \$715,000, less an Underwriter's Discount of \$10,725) plus accrued interest, if any, thereon to date of payment and delivery.

The Bonds shall be issued pursuant to the Bond Ordinance and in accordance with the Authorizing Legislation and shall be secured as described in the Bond Ordinance and the Offering Circular. The Bonds shall bear interest at the rates per annum, shall mature in the principal amounts, shall be subject to redemption prior to maturity, and shall have such other terms and provisions as set forth on Exhibit A attached hereto and in the Bond Ordinance.

(b) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an “**issue price certificate**” or similar certificate, together with the supporting wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

Except as set forth in Schedule A to Exhibit B attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Bonds (the “**10% test**”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Bonds of that maturity to the public. Unless the hold the offering price rule (described below) applies, that reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Agreement at the offering price (the “**initial offering price**”), or at the corresponding yield, set forth in Schedule A to Exhibit B attached hereto, except as otherwise set forth therein. Schedule A also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “**hold-the-offering-price rule**”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Issuer when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section.

For purposes of this Section:

- (i) “**public**” means any person other than an underwriter or a related party,
- (ii) “**underwriter**” means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (iii) a purchaser of any of the Bonds is a “**related party**” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (a) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (b) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (c) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) “**sale date**” means the date of execution of this Agreement by all parties.

(c) Delivery of the Bonds shall be made in New York, New York, at the Closing Time, to the Underwriter through the facilities of The Depository Trust Company in New York, New York, or at such other address as the Underwriter shall direct. Except for purposes of delivery of the Bonds to the Underwriter, the Closing shall take place at the offices of Kutak Rock LLP in Omaha, Nebraska. Payment for the Bonds shall be made by the Underwriter in same day federal funds payable to the Issuer (for deposit as designated in the Bond Ordinance) at 9:00 A.M., Central Time, on or about August 16, 2021, or at such other place, time and date as shall be mutually agreed upon by the Issuer and the Underwriter. The delivery of and payment for the Bonds is herein called the “**Closing**,” the date of such delivery and payment is herein called the “**Closing Date**,” and the hour and date of such delivery and payment is herein called the “**Closing Time**”. The delivery of the Bonds shall be made in definitive form, bearing CUSIP numbers (provided neither the printing of a wrong number on any

Bond nor the failure to print a number thereon shall constitute cause to refuse delivery of any Bonds) and issued in fully registered form as directed by the Underwriter. The Bonds shall be available for examination and packaging by the Underwriter at least twenty four (24) hours prior to the Closing Time.

SECTION 3. CONDITIONS TO THE UNDERWRITER'S OBLIGATIONS.

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

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

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

(i) The approving opinion of Kutak Rock LLP, Bond Counsel, dated the Closing Date and addressed to, or accompanied by a "reliance letter" addressed to, the Underwriter;

(ii) A certificate of the Issuer signed by the Mayor of the Issuer or other duly authorized officer or representative, dated as of the Closing Date and in form and substance satisfactory to the Underwriter, to the effect that: (A) the Issuer has duly performed all of its obligations to be performed at or prior to the Closing Time and that each of its representations contained herein is true as of the Closing Time; (B) the Issuer has authorized, by all necessary action: the execution, delivery, receipt and due performance of the terms and provisions of the Bonds, the Bond Ordinance, the Call Resolution, the Issuer Documents, and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer to carry out, give effect to and consummate the transactions contemplated hereby and by the Offering Circular; (C) to the best of the Issuer's knowledge, no litigation is pending or threatened as described or contemplated by Section 1(I) of this Agreement; (D) to the best of the Issuer's knowledge, the execution, delivery, receipt and due performance of the Bonds, the Bond Ordinance, the Call Resolution, the Issuer Documents and the other agreements contemplated hereby and by the Offering Circular under the circumstances contemplated hereby and thereby and compliance with the provisions thereof will not conflict with or constitute a breach of or a default under any existing law, court or administrative regulation, decree or order or any ordinance, agreement, indenture or other instrument to which the Issuer is subject or by which it is or may be bound; (E) no event affecting the Issuer has occurred since the date of the Offering Circular which either makes untrue or incorrect in any material respect as of the Closing Date any statement or information contained in the Offering Circular or is not reflected in the Offering Circular but should be reflected

therein in order to make the statements and information therein not misleading in any material respect; and (F) the representations and warranties of the Issuer contained in this Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date

(iii) Certified copies of the Bond Ordinance and the Call Resolution and executed copies of the Issuer Documents;

(iv) A written acceptance of UMB Bank, NA, West Des Moines, Iowa, of its appointment to serve as Registrar for the Bonds pursuant to the Bond Ordinance and the Registrar Agreement;

(v) A certificate of the Issuer signed by the Mayor of the Council, the Treasurer of the Issuer or other authorized officer setting forth the reasonable expectations of the Issuer deemed necessary and appropriate by Bond Counsel to support the conclusion that the Bonds will not be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code; and

(vi) Such additional certificates and other documents as the Underwriter and Bond Counsel may reasonably request to evidence performance of or compliance with the provisions hereof and the transactions contemplated hereby and by the Offering Circular, all such certificates and other documents to be satisfactory in form and substance to the Underwriter.

(c) The Bond Ordinance, the Call Resolution and the Issuer Documents shall be in full force and effect and the Offering Circular shall not have been supplemented or amended, except in each case as may have been agreed to by the Underwriter.

(d) There shall have been no material adverse change in the financial position, results of operations or condition, financial or otherwise, of the Issuer.

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

SECTION 4. THE UNDERWRITER’S RIGHT TO CANCEL.

The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement by written notice to the Issuer if, prior to the Closing Date and in the Underwriter’s sole and reasonable judgment, any of the following events (each a “**Termination Event**”) shall occur:

(a) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(i) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, ordinance, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Bonds; provided that, this paragraph (a)(i) shall not apply if the Bonds are being issued as taxable Bonds; or

(ii) there shall have occurred (A) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (B) any other calamity or crisis in the financial markets of the United States or elsewhere; or

(iii) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the Commission or any other governmental authority having jurisdiction; or

(iv) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the Commission or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Bonds, the Authorizing Legislation or the Issuer Documents, or any comparable securities of the Issuer, are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended (the "**Securities Act**") or the Trust Indenture Act of 1939, as amended the "**Trust Indenture Act**") or otherwise, or would be in violation of any provision of the federal securities laws; or

(v) except as disclosed in or contemplated by the Offering Circular, any material adverse change in the affairs of the Issuer shall have occurred; or

(vi) any rating on the Bonds (or any portion thereof), any credit facility or credit provider is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(b) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Offering Circular (other than any statement provided by the Underwriter) or is not reflected in the Offering Circular but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the Offering Circular to be supplemented to supply such statement or information, or the effect of the Offering Circular as so supplemented is to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds; or

(c) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(d) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(e) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the Commission, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(f) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Agreement or by the Offering Circular, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act.

SECTION 5. CONDITIONS OF THE ISSUER'S OBLIGATIONS.

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

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY.

All of the Issuer's representations and agreements, made herein or in any other agreement or certificate delivered to the Underwriter, shall remain operative and in full force and effect, regardless

of any investigations made by the Underwriter or on their behalf, and shall survive delivery of the Bonds to the Underwriter.

SECTION 7. PAYMENT OF EXPENSES.

The Underwriter agrees to pay all costs incident to CUSIP, DTC charges, and charges related to the printing of the Offering Circular. The Issuer will pay the fees and costs of Bond Counsel, registrar and paying agent fees, accounting fees, publication, printing, postage and any other costs, fees and expenses incurred by the Issuer.

SECTION 8. MISCELLANEOUS AND NOTICE.

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

(b) Any notice or other communication to be given to the Issuer under this Agreement may be given by mailing or delivering the same in writing to the Issuer’s Clerk; any notice or other communication to be given to the Underwriter under this Agreement may be given by mailing or delivering the same in writing to the Underwriter as follows: Ameritas Investment Company, LLC, 5900 ‘O’ Street, Lincoln, NE 68510, Attention: Public Finance.

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

SECTION 9. APPLICABLE LAW; NONASSIGNABILITY.

The laws of the State shall govern this Agreement. The Issuer shall not assign this Agreement.

SECTION 10. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

SECTION 11. EFFECTIVE UPON ACCEPTANCE.

This Agreement shall supersede all previous agreements relating to the same subject matter between the parties, shall become effective upon acceptance by the Issuer as evidenced by the execution hereof by the official of the Issuer as set forth below and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,

AMERITAS INVESTMENT COMPANY, LLC

By: _____

Title: _____

Accepted July 13, 2021 at _____ .m.,
CDT, in accordance with the Bond Ordinance:

CITY OF VALLEY, NEBRASKA

By: _____
Its _____

[Signature Page to the Bond Purchase Agreement]

EXHIBIT A - TO BOND PURCHASE AGREEMENT

\$715,000
CITY OF VALLEY, NEBRASKA
GENERAL OBLIGATION VARIOUS PURPOSE REFUNDING BONDS
SERIES 2021A

In accordance with Section 210 of that certain ordinance duly adopted by the Mayor and City Council (the “**Council**”) of the City of Valley, Nebraska (the “**Issuer**”), on July 13, 2021 (the “**Bond Ordinance**”), the following terms and provisions shall apply to the above-captioned Bonds:

Maturities, Interest Rates and other Details

The Bonds shall be issued in one series in the aggregate principal amount of \$715,000, shall mature on the dates and bear interest at the rates as follows:

<u>Type</u>	<u>Maturity Date</u> <u>(December 15)</u>	<u>Principal</u> <u>Amount</u>	<u>Coupon</u>	<u>Price</u> <u>(% of Par)</u>
Serial	2021	\$70,000	0.25%	100.000
Serial	2022	80,000	0.30	100.000
Serial	2023	80,000	0.40	100.000
Serial	2024	80,000	0.50	100.000
Serial	2025	80,000	0.60	100.000
Serial	2026	80,000	0.75	100.000
Serial	2027	80,000	0.90	100.000
Serial	2028	85,000	1.05	100.000
Serial	2029	80,000	1.15	100.000

Interest Payment Dates

The Bonds shall bear interest at the respective rates set forth above, calculated on the basis of a 360-day year consisting of twelve 30-day months, payable on June 15 and December 15 of each year, commencing December 15, 2021.

Date of Original Issue

The Date of Original Issue of the Bonds shall be the date of delivery thereof: August 16, 2021.

Authorized Denominations

The Bonds shall be issued in Authorized Denominations of \$5,000 and whole multiples thereof.

Redemption Provisions

Optional Redemption. The Bonds maturing on and after December 15, 2026 are subject to redemption prior to maturity at the option of the Issuer at any time on August 16, 2026, or any date thereafter, in whole, or in part in such principal amounts and from such maturity or maturities as the Issuer in its sole and absolute discretion shall determine, at a redemption price equal to the principal amount thereof, together with the interest accrued thereon to the date of redemption, with no premium. If less than all of the Bonds of any maturity are to be called for redemption, the hereinafter-defined Registrar shall select by lot the particular Bonds of such maturity to be redeemed in Authorized Denominations, within a maturity.

The undersigned further confirms and ratifies the redemption procedures for the Bonds in the manner as set forth in Article III of the Bond Ordinance.

Registrar and Paying Agent

UMB Bank, NA, West Des Moines, Iowa (the “**Registrar**”), is hereby designated and appointed to serve as the Registrar and Paying Agent with respect to the Bonds and shall perform such duties as set forth in the Bond Ordinance and the Registrar and Paying Agent Agreement, dated August 16, 2021, between the City and the Registrar.

Redemption Date for the Refunded Bonds

Pursuant to Section 3 of that certain resolution of the Council adopted on July 13, 2021 (the “**Call Resolution**”), the “**Redemption Date**” for the Refunded Bonds (as defined in the Call Resolution) of August 16, 2021 is hereby ratified and confirmed, and the redemption of all the outstanding Refunded Bonds (as defined in the Call Resolution) on the Redemption Date is confirmed.

EXHIBIT B TO BOND PURCHASE AGREEMENT

\$715,000
CITY OF VALLEY, NEBRASKA
GENERAL OBLIGATION VARIOUS PURPOSE REFUNDING BONDS
SERIES 2021A

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Ameritas Investment Company, LLC (“**Ameritas**”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “**Bonds**”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “**Initial Offering Prices**”) on or before the Sale Date. If any Hold-the-Offering-Price Maturities are identified in Schedule A, a copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate in Schedule B.

(b) As set forth in the Bond Purchase Agreement dated July 13, 2021 (the “**Purchase Agreement**”) between the Issuer and Ameritas, Ameritas has agreed in writing that, for each Maturity of the Hold-the-Offering-Price Maturities it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “**Hold-the-Offering-Price Rule**”). Pursuant to such Purchase Agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) ***Hold-the-Offering-Price Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) ***Holding Period*** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (July 20, 2021), or (ii) the date on which the Underwriter has sold at least 10% of such a

Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Maturity of the Bonds.

(d) **Issuer** means the City of Valley, Nebraska.

(e) **Maturity** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) **Public** means any person (including an individual, trust, estate, partnership, association, company or corporation) other than an Underwriter or a related party to an Underwriter, as defined in subsection (h), below. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) **Sale Date** means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is July 13, 2021.

(h) **Underwriter** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Ameritas' interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Kutak Rock LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

AMERITAS INVESTMENT COMPANY, LLC

By: _____

Name: _____

Title: _____

Dated: August 16, 2021

SCHEDULE A
PRICING WIRE OR EQUIVALENT COMMUNICATION

\$715,000
CITY OF VALLEY, NEBRASKA
GENERAL OBLIGATION VARIOUS PURPOSE REFUNDING BONDS
SERIES 2021A

General Rule Maturities

Not Applicable

Maturities Listed Below

<u>Type</u>	<u>Maturity Date</u> <u>(December 15)</u>	<u>Principal</u> <u>Amount</u>	<u>Coupon</u>	<u>Price</u> <u>(% of Par)</u>
Serial	2021	\$70,000	0.25%	100.000
Serial	2022	80,000	0.30	100.000
Serial	2023	80,000	0.40	100.000
Serial	2024	80,000	0.50	100.000
Serial	2025	80,000	0.60	100.000
Serial	2026	80,000	0.75	100.000
Serial	2027	80,000	0.90	100.000
Serial	2028	85,000	1.05	100.000
Serial	2029	80,000	1.15	100.000

Hold-The-Offering-Price Rule Maturities

Not Applicable

Maturities Listed Below

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

Not applicable, because there are no Hold-the-Offering-Price Maturities

Attached

RESOLUTION NO. 2021-31

WHEREAS, the Federal Disaster Mitigation Act of 2000 was signed in to law on October 30, 2000, placing new emphasis on state and local mitigation planning for natural hazards and requiring communities to adopt a hazard mitigation action plan to be eligible for pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, a Multi-Jurisdictional Hazard Mitigation Plan was prepared by the Papio-Missouri River Natural Resources District, with assistance from JEO Consulting Group, Inc. of Lincoln, NE.

WHEREAS, the purpose of the mitigation plan was to lessen the effects of disasters by increasing the disaster resistance of the Natural Resources District and participating jurisdictions located within the planning boundary by identifying the hazards that affect the Papio-Missouri River Natural Resources District and prioritize mitigation strategies to reduce potential loss of life and property damage from those hazards, and

WHEREAS, FEMA regulations require documentation that the plan has been formally adopted by the governing body of the City of Valley in the form of a resolution and further requesting approval of the plan at the Federal Level; and

NOW, THEREFORE, the governing body of the City of Valley does herewith adopt the 2021 Papio-Missouri River Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan Update in its entirety; and

PASSED AND APPROVED this 13th day of July, 2021

CITY OF VALLEY, DOUGLAS
COUNTY, NEBRASKA

Cindy Grove, Mayor

Mike Stanzel, Council President

Linda Lewis, Council Member

Bryon Ueckert, Council Member

Chris TenEyck, Council Member

ATTEST:

Cheryl K. Eckerman, Assistant City Clerk

RESOLUTION 2021-32

WHEREAS, the City of Valley, Douglas County, Nebraska, proposes to enter into an Interlocal Cooperation Agreement with Douglas County, Nebraska; and

WHEREAS, based on said agreement it is in the best interests of residents of the County and the City for the County to cede the County's portion (approximately 25 acres) of parcel (ID#0113560005) to the City; and

WHEREAS, the Valley City Council in regular session on July 13, 2021, and reviewed said agreement;

NOW, THEREFORE, BE IT RESOLVED THAT the Valley City Council consents to and authorizes Mayor Cindy Grove to execute said agreement 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 13th day of July, 2021.

CITY OF VALLEY, DOUGLAS
COUNTY, NEBRASKA

Cindy Grove, Mayor

Mike Stanzel, Council President

Bryon Ueckert, Council Member

Linda Lewis, Council Member

Chris TenEyck, Council Member

ATTEST:

Cheryl K. Eckerman, Assistant City Clerk

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (hereinafter referred to as this "Agreement") is made and entered into this _____ day of _____, 2021 by and between THE COUNTY OF DOUGLAS, NEBRASKA (hereinafter referred to as the "County"), a political subdivision, and THE CITY OF VALLEY, NEBRASKA, a political subdivision, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 to 827 (Reissue 1997). The City of Valley, Nebraska ("the City"), is a city of the second class, located wholly within the County of Douglas, Nebraska ("the County");

PRELIMINARY STATEMENT

Currently parcel number 0113560005 or the property legally identified as LANDS SEC-TWN-RGE 18-16-10 -EX E 24 S 2276.55 FT & W 598.56 E 622.56 N 639.21 S 2276.53 FT & LT 1 THIESSEN FARMS- E ½ SW ¼ SEC 18-16-10 (herein after referred to as "the parcel") encompasses land in both the Douglas County jurisdiction and the City of Valley extraterritorial jurisdiction ("ETJ"). The parcel of land consists of roughly 63.6 acres. The County regulates roughly 24 acres of the 63.6 acres and the City regulates the remaining 39.6 acres.

The property owner of the parcel, Jason Steinbach, has requested that the County cede zoning jurisdiction for the portions of the parcel within its jurisdiction. This would permit Mr. Steinbach to develop the parcel using only a single jurisdiction and that jurisdiction's approved regulations. The City, through its Mayor and City Council, has also requested the County cede jurisdiction of the portion (approximately 25 acres) within the existing County jurisdiction of the 63.6171 acre (ID#0113560005) parcel to the City in order for the existing property owner to complete development plans on the entire parcel; and

Based on the foregoing, the parties hereto believe it is in the best interests of residents of the County and City for the County to cede the County's portion (approximately 25 acres) of the referenced parcel (ID#0113560005) to the City.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants herein set forth, the County and the City do hereby agree and contract with each other as follows:

1. The County shall cede planning and zoning jurisdiction for the approximate 25 acres of the parcel (ID # 0113560005) to the City and that the City shall then exercise planning and zoning jurisdiction over the entire 63.6171 acre parcel.
2. The Valley Extra Territorial Jurisdiction boundary shall be adjusted to reflect this ceding of jurisdiction.
3. Duration: The term of this Interlocal Cooperation agreement is indefinite.

4. Nondiscrimination Clause. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. 48-1122, all parties to this Agreement agree that they nor any of their subcontractors or agents shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment because of the race, color, religion, sex, disability or national origin of the employee or applicant, except as may otherwise be permitted by law.
5. Drug Free Policy. All parties to this Agreement have established and maintain a drug free workplace policy.
6. Entire Agreement; Counterparts. This instrument contains the entire agreement of the parties and shall be binding upon the successors and assign of the respective parties. No amendments, deletions, or additions shall be made to the Agreement except in writing signed by all parties. Nebraska law shall govern the terms and performances under this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
7. Amendments. This Agreement may be modified only by written amendment, duly executed by authorized officials of the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
8. New Employee Work Eligibility Status (Neb. Rev. Stat. § 4-114). The County is required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of newly hired employees.
9. Notices. Notices delivered under this Agreement may be given by electronic mail, fax, mail or any other comparable means and shall be deemed received only upon actual receipt by the recipient.

Notices to the City shall be sent to:

City of Valley, Nebraska
203 N Spruce Street
Valley, Nebraska 68064
Attn: Michael Burns, Zoning Administrator
E-mail: mburns@valleyne.org
Phone: 402-359-2251 ext. 306

Notices to the County shall be sent to:

Douglas County, Nebraska
Douglas County Environmental Services
15335 West Maple Road
Omaha, NE 68116
Attention: Dave Forrest, Planning and Zoning Coordinator
E-mail: dave.forrest@douglascounty-ne.gov
Facsimile: (402) 444-3531

10. Conflict of Interest. The Parties warrant to each other that they have not employed nor retained any company or person, other than a bona fide employee working solely for the Parties to this Agreement to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person other than a bona fide employee working solely for the Parties, any fee, commissions, percentage, brokerage fees, gifts or other consideration, contingent upon or resulting from the award of making of this Agreement.
11. Severability. In the event any portion of this Agreement may be held invalid or unenforceable for any reason, it is agreed that any invalidity or unenforceability shall not affect the remainder of this Agreement and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of this Agreement so as to render it valid and enforceable.
12. Assignment. No party may assign its rights, duties or obligations under this Agreement without the prior written consent of the other Party to this Agreement. An assignment without such prior written consent shall be a material breach of this Agreement.
13. Indemnification. Each Party will indemnify, defend and hold harmless the other Party from any and all liability, expense, cost, attorney's fees, claim, judgment, suit and/or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue against the other Party to the extent it is caused by the negligent acts or omissions of the Indemnifying Party, its officers, employees, agents, or subcontractors while performing their duties under this Agreement, provided that the other Party gives the Indemnifying Party prompt, written notice of any such claim, suit, demand or cause of suit, demand or cause of action. These Indemnification provisions are not intended to waive a Party's sovereign immunity. A Party's liability under this Agreement is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.
14. Choice of Law. Parties to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement. Venue for any non-federal legal proceeding under this Agreement shall be in the State of Nebraska, District Court of Douglas County and for any federal legal proceeding in the United States District Court for the State of Nebraska located in Omaha Nebraska.

Executed by the County of Douglas, Nebraska, this ___ day of _____, 2021.

City of Valley, Nebraska

By: _____
Mayor Date

THE COUNTY OF DOUGLAS, NEBRASKA

By: _____
Chairman Date

APPROVED AS TO FORM:

Deputy Douglas County Attorney

RESOLUTION NO. 2021-36

WHEREAS, the Mayor and City Council of the City of Valley have discussed strategic planning related to City infrastructure improvements and extensions, City succession planning and strategic planning related to economic development, and

WHEREAS, developing a "mission statement" is an important part of strategic planning,

NOW, THEREFORE, the governing body of the City of Valley, does herewith adopt the following as the mission statement for the City of Valley:

"The city of Valley is committed to maintaining a great quality of family living with exceptional public services and opportunities to continue to grow in a proactive manner while preserving our small-town identity."

PASSED AND APPROVED this 13th day of July, 2021

CITY OF VALLEY, DOUGLAS
COUNTY, NEBRASKA

Cindy Grove, Mayor

Mike Stanzel, Council President

Linda Lewis, Council Member

Bryon Ueckert, Council Member

ATTEST:

Chris TenEyck, Council Member

Cheryl K. Eckerman, Assistant City Clerk

RESOLUTION NO. 2021-37

WHEREAS, the Mayor and City Council of the City of Valley have discussed strategic planning related to City infrastructure improvements and extensions, City succession planning and strategic planning related to economic development, and

WHEREAS, developing a "vision statement" is an important part of strategic planning,

NOW, THEREFORE, the governing body of the City of Valley, does herewith adopt the following as the vision statement for the City of Valley:

"The City of Valley shall maintain its small-town identity and shall realize growth and economic opportunity."

PASSED AND APPROVED this 13th day of July, 2021

CITY OF VALLEY, DOUGLAS
COUNTY, NEBRASKA

Cindy Grove, Mayor

Mike Stanzel, Council President

Linda Lewis, Council Member

Bryon Ueckert, Council Member

ATTEST:

Chris TenEyck, Council Member

Cheryl K. Eckerman, Assistant City Clerk

RESOLUTION NO. 2021-38

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA:

WHEREAS, the office of City Administrator is currently combined and merged with the offices of City Clerk and City Treasurer, all in compliance with the Valley Municipal Code; and

WHEREAS, it is the intention of the City to unmerge the office of City Administrator from the positions of City Clerk and City Treasurer; and

WHEREAS, pursuant to the City of Valley Municipal Code, the office of City Administrator is to be filled by appointment of the Mayor by and with the consent of the City Council; and

WHEREAS, it is in the best interests of the City of Valley to hire an employee to be appointed City Administrator pursuant to the Municipal Code of the City of Valley.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Mayor is hereby authorized and directed to proceed with the hiring process in connection with the appointed office of City Administrator, including but not limited to holding interviews with prospective candidates, and the actions of the Mayor in advertising for such a position are hereby ratified and approved.
2. The City Attorney is hereby authorized and directed to prepare an Ordinance wherein the office of City Administrator shall be unmerged from the offices of City Clerk and City Treasurer.

PASSED AND APPROVED this 13th day of July, 2021.

CITY OF VALLEY, DOUGLAS
COUNTY, NEBRASKA

Cindy Grove, Mayor

Mike Stanzel, Council President

Linda Lewis, Council Member

Bryon Ueckert, Council Member

Chris TenEyck, Council Member

ATTEST:

Cheryl K. Eckerman, Assistant City Clerk

Date of Issuance: July 6, 2021 Effective Date: July 13, 2021
 Owner: City of Valley, Nebraska Engineer: OLMSTED & PERRY CONSULTING ENGINEERS INC.
 Contractor: Vrba Construction Contractor's Project No.: 1
 Project: 2019 Flood - Sanitary Sewer Repairs
 Contract Name: 2019 Flood - Sanitary Sewer Repairs
 Owner's Contract No.: 1 Engineer's Project No.: 2020-059

The Contract is modified as follows upon execution of this Change Order:

Description:
Adjust quantities to as-built conditions

Attachments: *[List documents supporting change]* Attachment No. 1 to Change order No. 2 dated July 13, 2021

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$364,260.00	Original Contract Times: Substantial Completion: <u>May 1, 2021</u> Ready for Final Payment: <u>May 15, 2021</u> days or dates
Increase (Decrease) from previously approved Change Orders No. - to No. 1 : \$60,000.00	Increase (Decrease) from previously approved Change Orders No. - to No. 1 : Substantial Completion: <u>45</u> Ready for Final Payment: <u>46</u> days
Contract Price prior to this Change Order: \$424,260.00	Contract Times prior to this Change Order: Substantial Completion: <u>June 15, 2021</u> Ready for Final Payment: <u>June 30, 2021</u> days or dates
Increase (Decrease) of this Change Order: \$33,595.38	Increase (Decrease) of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$457,855.38	Contract Times with all approved Change Orders: Substantial Completion: <u>June 15, 2021</u> Ready for Final Payment: <u>June 30, 2021</u> days or dates

RECOMMENDED:
By: [Signature]
Engineer (if required)
Title: James J. Olmsted, PE
Date: 7-9-21
Approved by Funding Agency (if applicable)

ACCEPTED:
By: _____
Owner (Authorized Signature)
Title: Cindy Grove, Mayor
Date: _____

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Title: Project Manager
Date: _____

By: _____ Date: _____
Title: _____

Attachment No. 1 to Change Order No.: 2

Project: 2019 Flood - Sanitary Sewer Repairs

Dated: July 13, 2021

Project No. 2020-059

ITEM NO.	DESCRIPTION OF WORK	UNIT PRICE	UNITS	CONTRACT QUANTITY	ACTUAL CONSTRUCTED QUANTITY	QUANTITY CHANGE	CHANGE IN CONTRACT PRICE
2	REMOVE & REPLACE 9" CONCRETE PAVEMENT - TYPE L65 - SPOT REPAIRS	\$110.00	SY	1,080.00	1,157.00	77.0	\$8,470.00
3	SUBGRADE COMPACTION	\$12.00	SY	1,080.00	1,157.00	77.0	\$924.00
24	TESTING ALLOWANCE	\$1,500.00	LS	1.00	0.33	-0.7	-\$1,000.00
25	DEWATERING	\$12,000.00	EA	5.00	6.00	1.0	\$12,000.00
26	ADDITIONAL SANITARY REPAIR AT SITE 12	\$6,000.00	EA	0.00	1.00	1.0	\$6,000.00
27	UNSUITABLE SOIL REMOVAL	\$256.76	CY	0.00	20.00	20.0	\$5,135.20
28	DEWATERING AT SITE 12	\$1,033.09	DY	0.00	2.00	2.0	\$2,066.18
TOTAL							\$33,595.38

RESOLUTION NO. 2021-33

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA:

The certificate filed with the Clerk by the special engineer of the project, showing the amount of material furnished and work performed in the City under contract heretofore let for Sanitary Sewer Repairs - Rebid (2019 Flood Project) and the statements of the engineer and others set out below are hereby approved and the Council finds that the materials therein set out have been furnished and have been received by the City and work has been performed and claim therefor is hereby submitted as follows:

Original Contract Price	\$ <u>364,260.00</u>	Completed & stored Date	\$ <u>457,855.38</u>
Net Change Orders	\$ <u>93,595.38</u>	Amount Retained (10%)	\$ <u>0.00</u>
Current Contract Price	\$ <u>457,855.38</u>	Subtotal	\$ <u>457,855.38</u>
Balance to finish	\$ <u>0.00</u>	Payments to Date	\$ <u>366,718.90</u>

AMOUNT DUE THIS PAYMENT \$ 91,136.48

NOW, THEREFORE, BE IT RESOLVED THAT the Valley City Council consents to and authorizes payment to:

VRBA CONSTRUCTION \$91,136.48

PASSED AND APPROVED this 13th day of July, 2021

CITY OF VALLEY, DOUGLAS
COUNTY, NEBRASKA

Cindy Grove, Mayor

Mike Stanzel, Council President

Linda Lewis, Council Member

Bryon Ueckert, Council Member

Chris TenEyck, Council Member

ATTEST:

Cheryl K. Eckerman, Assistant City Clerk



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 4 (Final)

Application Period: Through 7-1-21

Application Date: 7/7/2021

To: CITY OF VALLEY, NEBRASKA

From Contractor

VRBA CONSTRUCTION

Via (Engineer): OLMSTED & PERRY CONSULTING ENGINEERS INC.

Project: 2019 FLOOD - SANITARY SEWER REPAIRS - REBID

Contract:

PART A: SEWER REPAIRS

Owner's Contract No.: 1

Contractor's Project No.:

1 Engineer's Project No.: 2020-059

CHANGE ORDER SUMMARY

Number	Additions	Deductions
1	\$60,000.00	
2	\$33,595.38	
TOTALS	\$93,595.38	\$0.00

NET CHANGE BY CHANGE ORDERS \$93,595.38

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to 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 Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the

Contractor Signature: Mark J. Olmsted Date: 07/07/2021

1. ORIGINAL CONTRACT PRICE

2. Net change by Change Orders

3. Current Contract Price (Line 1 ± 2)

4. TOTAL COMPLETED AND STORED TO DATE

(Column F total on Progress Estimates)

5. RETAINAGE:

a. 0% X \$457,855.38 Work Completed

b. 0% X \$0.00 Stored Material

c. Total Retainage (Line 5.a + Line 5.b)

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ 366,718.90

8. AMOUNT DUE THIS APPLICATION \$ 91,136.48

9. BALANCE TO FINISH, PLUS RETAINAGE \$ -

(Column G total on Progress Estimates + Line 5.c above)

Payment of: \$91,136.48

is recommended by: (Engineer)

James J. Olmsted, P.E. (Date) 7-9-21

is approved by: (Owner)

Cindy Grove, Mayor (Date)

Approved by:

Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For **PART A: SEWER REPAIRS**
(Contract):

Application Number: **4 (Final)**

Application Through **7-1-21**
Period:

Application Date: **7/7/2021**

Bid Item No.	Description	Item Quantity	Unit	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
1	SITE PREPARATION / MOBILIZATION / TRAFFIC CONTROL	1.00	LS	\$105,000.00	\$105,000.00	1.00	\$105,000.00		\$105,000.00	100.0%	\$0.00
2	REMOVE & REPLACE 9" CONCRETE PAVEMENT TYPE L65 - SPOT REPAIRS	1,080.00	SY	\$110.00	\$118,800.00	1,157.00	\$127,270.00		\$127,270.00	107.1%	-\$8,470.00
3	SUBGRADE COMPACTION	1,080.00	SY	\$12.00	\$12,960.00	1,157.00	\$13,884.00		\$13,884.00	107.1%	-\$924.00
4	SANITARY SEWER REPAIR - SITE 1	1.00	LS	\$6,000.00	\$6,000.00	1.00	\$6,000.00		\$6,000.00	100.0%	\$0.00
5	SANITARY SEWER REPAIR - SITE 2	1.00	LS	\$6,000.00	\$6,000.00	1.00	\$6,000.00		\$6,000.00	100.0%	\$0.00
6	SANITARY SEWER REPAIR - SITE 3	1.00	LS	\$6,000.00	\$6,000.00	1.00	\$6,000.00		\$6,000.00	100.0%	\$0.00
7	SANITARY SEWER REPAIR - SITE 4	1.00	LS	\$8,000.00	\$8,000.00	1.00	\$8,000.00		\$8,000.00	100.0%	\$0.00
8	SANITARY SEWER REPAIR - SITE 5A	1.00	LS	\$8,000.00	\$8,000.00	1.00	\$8,000.00		\$8,000.00	100.0%	\$0.00
9	SANITARY SEWER REPAIR - SITE 5B	1.00	LS	\$8,000.00	\$8,000.00	1.00	\$8,000.00		\$8,000.00	100.0%	\$0.00
10	SANITARY SEWER REPAIR - SITE 6A	1.00	LS	\$6,000.00	\$6,000.00	1.00	\$6,000.00		\$6,000.00	100.0%	\$0.00
11	SANITARY SEWER REPAIR - SITE 6B	1.00	LS	\$6,000.00	\$6,000.00	1.00	\$6,000.00		\$6,000.00	100.0%	\$0.00
12	SANITARY SEWER REPAIR - SITE 7	1.00	LS	\$6,000.00	\$6,000.00	1.00	\$6,000.00		\$6,000.00	100.0%	\$0.00
13	SANITARY SEWER REPAIR - SITE 8A	1.00	LS	\$6,000.00	\$6,000.00	1.00	\$6,000.00		\$6,000.00	100.0%	\$0.00
14	SANITARY SEWER REPAIR - SITE 8B	1.00	LS	\$7,000.00	\$7,000.00	1.00	\$7,000.00		\$7,000.00	100.0%	\$0.00
15	SANITARY SEWER REPAIR - SITE 9	1.00	LS	\$6,000.00	\$6,000.00	1.00	\$6,000.00		\$6,000.00	100.0%	\$0.00
16	SANITARY SEWER REPAIR - SITE 10	1.00	LS	\$6,000.00	\$6,000.00	1.00	\$6,000.00		\$6,000.00	100.0%	\$0.00

Progress Estimate - Unit Price Work

Contractor's Application

For **PART A: SEWER REPAIRS**
(Contract):

Application Number: **4 (Final)**

Application Period: **Through 7-1-21**

Application Date: **7/7/2021**

Bid Item No.	Description	Item Quantity	Unit	Unit Price	A		B		C		D		E		F		G	
					Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)							
17	SANITARY SEWER REPAIR - SITE 11A	1.00	LS	\$7,000.00	\$7,000.00	1.00	\$7,000.00			\$7,000.00	100.0%	\$0.00						
18	SANITARY SEWER REPAIR - SITE 11B	1.00	LS	\$7,000.00	\$7,000.00	1.00	\$7,000.00			\$7,000.00	100.0%	\$0.00						
19	SANITARY SEWER REPAIR - SITE 12A	1.00	LS	\$6,000.00	\$6,000.00	1.00	\$6,000.00			\$6,000.00	100.0%	\$0.00						
20	SANITARY SEWER REPAIR - SITE 12B	1.00	LS	\$5,000.00	\$5,000.00	1.00	\$5,000.00			\$5,000.00	100.0%	\$0.00						
21	SANITARY SEWER REPAIR - SITE 12C	1.00	LS	\$6,000.00	\$6,000.00	1.00	\$6,000.00			\$6,000.00	100.0%	\$0.00						
22	SANITARY SEWER REPAIR - SITE 13A	1.00	LS	\$5,000.00	\$5,000.00	1.00	\$5,000.00			\$5,000.00	100.0%	\$0.00						
23	SANITARY SEWER REPAIR - SITE 13B	1.00	LS	\$5,000.00	\$5,000.00	1.00	\$5,000.00			\$5,000.00	100.0%	\$0.00						
24	TESTING ALLOWANCE	1.00	LS	\$1,500.00	\$1,500.00	0.33	\$500.00			\$500.00	33.3%	\$1,000.00						
25	Dewatering	5.00	EA	\$12,000.00	\$60,000.00	6.00	\$72,000.00			\$72,000.00	120.0%	-\$12,000.00						
26	Sanitary/Repair Site 12	1.00	EA	\$6,000.00	\$6,000.00	1.00	\$6,000.00			\$6,000.00	100.0%	\$0.00						
27	Unsuitable Soil Removal @ Site 12	20.00	CY	\$256.76	\$5,135.20	20.00	\$5,135.20			\$5,135.20	100.0%	\$0.00						
28	Dewatering @ Site 12	2.00	DY	\$1,033.09	\$2,066.18	2.00	\$2,066.18			\$2,066.18	100.0%	\$0.00						
Totals					\$437,461.38	\$457,855.38	\$457,855.38			\$457,855.38	105%	-\$20,394.00						

Note: Total Schedule of Values Amount (B) should equal the current Contract Price.

RESOLUTION NO. 2021-34

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA:

The certificate filed with the Clerk by the special engineer of the project, showing the amount of material furnished and work performed in the City under contract heretofore let for Sanitary Sewer Repairs - Rebid (2019 Flood Project) and the statements of the engineer and others set out below are hereby approved and the Council finds that the materials therein set out have been furnished and have been received by the City and work has been performed and claim therefor is hereby submitted as follows:

Original Contract Price	\$ <u>302,237.50</u>	Completed & stored Date	\$ <u>281,892.50</u>
Net Change Orders	\$ <u> .00</u>	Amount Retained (10%)	\$ <u>-28,189.25</u>
Current Contract Price	\$ <u>302,237.50</u>	Subtotal	\$ <u>253,703.25</u>
Balance to finish	\$ <u>48,534.25</u>	Payments to Date	\$ <u> .00</u>

AMOUNT DUE THIS PAYMENT \$ 253,703.25

NOW, THEREFORE, BE IT RESOLVED THAT the Valley City Council consents to and authorizes payment to:

N L & L CONCRETE INC. \$253,703.25

PASSED AND APPROVED this 13th day of July, 2021

CITY OF VALLEY, DOUGLAS
COUNTY, NEBRASKA

Cindy Grove, Mayor

Mike Stanzel, Council President

Linda Lewis, Council Member

Bryon Ueckert, Council Member

Chris TenEyck, Council Member

ATTEST:

Cheryl K. Eckerman, Assistant City Clerk

Progress Estimate - Unit Price Work

Contractor's Application

For Part B: Gardiner Street Pavement Replacement
(Contract):

Application Number: 1

Application Period: Through 7-6-21

Application Date: 7/7/2021

A				B		C		D		E		F		G	
Bid Item No.	Description	Item Quantity	Unit	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)				
1	SITE PREPARATION / MOBILIZATION / TRAFFIC CONTROL / BONDING (BID / PERFORMANCE / PAYMENT) / INSURANCE	1.0	LS	\$15,000.00	\$15,000.00	1.00	\$15,000.00		\$15,000.00	100.0%	\$0.00				
2	REMOVE & REPLACE 9" CONCRETE PAVEMENT - TYPE L65	3,285.0	SY	\$80.00	\$262,800.00	3,200.00	\$256,000.00		\$256,000.00	97.4%	\$6,800.00				
3	SUBGRADE PREPARATION	3,285.0	SY	\$2.50	\$8,212.50	3,200.00	\$8,000.00		\$8,000.00	97.4%	\$212.50				
4	REMOVE & REPLACE UNSUITABLE SUBGRADE SOILS (IF NECESSARY)	200.0	CY	\$20.00	\$4,000.00		\$0.00		\$0.00		\$4,000.00				
5	REMOVE & REPLACE 4" PCC SIDEWALK TRANSITION	250.0	SF	\$5.50	\$1,375.00	55.00	\$302.50		\$302.50	22.0%	\$1,072.50				
6	REMOVE & REPLACE 5" PCC DRIVEWAY TRANSITION	150.0	SY	\$49.00	\$7,350.00	35.00	\$1,715.00		\$1,715.00	23.3%	\$5,635.00				
7	TESTING ALLOWANCE	1.0	ALW	\$3,500.00	\$3,500.00	0.25	\$875.00		\$875.00	25.0%	\$2,625.00				
Totals					\$302,237.50		\$281,892.50		\$281,892.50	93%	\$20,345.00				

Note: Total Schedule of Values Amount (B) should equal the current Contract Price.

RESOLUTION NO. 2021-35

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA:

The certificate filed with the Clerk by the special engineer of the project, showing the amount of material furnished and work performed in the City under contract heretofore let for Meigs Street Pavement Reconstruction and the statements of the engineer and others set out below are hereby approved and the Council finds that the materials therein set out have been furnished and have been received by the City and work has been performed and claim therefor is hereby submitted as follows:

Original Contract Price	\$ <u>216,370.00</u>	Completed & stored Date	\$ <u>214,570.00</u>	
Net Change Orders	\$ <u>.00</u>	Amount Retained (10%)	\$ <u>-21,457.00</u>	
Current Contract Price	\$ <u>216,370.00</u>	Subtotal	\$ <u>193,113.00</u>	
Balance to finish	\$ <u>23,257.00</u>	Payments to Date	\$ <u>.00</u>	
			AMOUNT DUE THIS PAYMENT	\$ <u>193,113.00</u>

NOW, THEREFORE, BE IT RESOLVED THAT the Valley City Council consents to and authorizes payment to:

N L & L CONCRETE INC. \$193,113.00

PASSED AND APPROVED this 13th day of July, 2021

CITY OF VALLEY, DOUGLAS
COUNTY, NEBRASKA

Cindy Grove, Mayor

Mike Stanzel, Council President

Linda Lewis, Council Member

Bryon Ueckert, Council Member

Chris TenEyck, Council Member

ATTEST:

Cheryl K. Eckerman, Assistant City Clerk



EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 1

1

To Owner	City Of Valley	Application Period: Through 7-6-21	Application Date: 7/7/2021
Project:	Meigs Street Pavement Reconstruction	Contract:	Meigs Street Pavement Reconstruction Valley, NE
Owner's Contract No.:	1	Contractor's Project No.:	2020-062
		Engineer's Project No.:	2020-062
			Application Date: 7/7/2021
			Via (Engineer): CONSULTING ENGINEERS INC.

CHANGE ORDER SUMMARY

Number	Additions	Deductions	
TOTALS	\$0.00	\$0.00	
NET CHANGE BY			\$0.00
CHANGE ORDERS			\$0.00

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to 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 Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the

Contractor Signature _____ Date: 07/07/2021

1. ORIGINAL CONTRACT PRICE \$ 216,370.00
2. Net change by Change Orders \$ -
3. Current Contract Price (Line 1 ± 2) \$ 216,370.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates) \$214,570.00
5. RETAINAGE:
 - a. 10% X \$214,570.00 Work Completed \$ 21,457.00
 - b. 10% X \$0.00 Stored Material \$ -
 - c. Total Retainage (Line 5.a + Line 5.b) \$ 21,457.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c) \$ 193,113.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ -
8. AMOUNT DUE THIS APPLICATION \$ 193,113.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above) \$ 23,257.00

Payment of: \$193,113.00

is recommended by: _____ (Date)

(Engineer) Gregory E. Perry, P.E.

is approved by: _____ (Date)

(Owner) Cindy Grove, Mayor

Approved by: _____ (Date)

Funding or Financing Entity (if applicable) _____

BID TABULATION

Project		FALCON BUSINESS PARK SANITARY SEWER & WATER MAIN AND STREET PAVING IMPROVEMENTS		Project No.	21-34
Owner		CITY OF VALLEY		Bid Date:	July 7, 2021
Address		203 North Spruce Street Valley, NE 68064		Time:	10:00 AM
BIDDER	CONTRACT NO. 1	CONTRACT NO. 2	COMMENT		
COMPASS UTILITY LLC	NO BID	\$395,997.55			
THOMPSON CONSTRUCTION INC	\$511,896.00	NO BID			
VALLEY CORP.	\$628,862.51	NO BID			
VRBA CONSTRUCTION	\$541,467.50	NO BID			
BIDDING NOTES					
Engineer's Opinion of Probable Construction Costs (Utilities): \$537,600					
Engineer's Opinion of Probable Construction Costs (Street Paving): \$376,400					

OLMSTED & PERRY CONSULTING ENGINEERS INC.

12100 West Center Road • Suite 803 • Omaha, Nebraska 68144

Phone: 402-399-8552