

AGENDA
VALLEY CITY COUNCIL
August 10, 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 JULY MANUAL CHECKS
 - 7.D. APPROVE BILLS & ADDITIONAL BILLS PRESENTED FOR PAYMENT
A Complete listing of claims processed through noon on Monday, August 10, 2021 is on file in the office of the City Clerk.
 - 7.E. \$108,134.38 JULY PAYROLL \$2,784.56 JULY IRA

- 7.F. JULY KENO RECEIPTS - \$6,181.49
- 7.G. ACCEPT PEOPLESERVICE, INC., REPORT
- 7.H. ACCEPT Planning Commission Minutes - July 20, 2021
- 7.I. ACCEPT July 2021 Library Statistics
- 7.J. ACCEPT Cemetery Board Minutes - August 4, 2021
8. ORDINANCE NO. 756 - OFFICES OF CITY
CLERK/TREASURER/ADMINISTRATOR
Amending Section 1-203 of the Municipal Code to un-merge the offices of City
Clerk/Treasurer/Administrator
9. ORDINANCE NO. 757 - SALARIES OF EMPLOYEES
10. RESOLUTION NO. 2021-39 - APPOINTMENTS
Appointment of _____ to serve as City Administrator
Appointment of Cheryl K. Eckerman to serve as City Clerk/Treasurer
11. CASEY'S GENERAL STORE - MANAGER APPLICATION
- Open Public Hearing
 - Public Comments
 - Close Public Hearing
 - Council discussion
 - Council consideration/action on Manager Application of Krystal M. Carter
12. PARTIAL VACATION OF L & J SUBDIVISION
- Open Public Hearing
 - Public Comments
 - Close Public Hearing
 - Council discussion
 - Ordinance No. 758
13. JENNIFER KOBZA - BOND REDEMPTION AND ISSUANCE
- Resolution 2021-40 - to approve the redemption of the Series 2016 Bonds
 - Ordinance No. 759 - To approve the issuance of the Series 2021B Bonds
 - Motion to approve UMB to act as Paying Agent/Dissemination Agent
14. CITY ENGINEER
- 14.A. Sanitary Sewer Repair Rebid (Part A) - 2019 Flood Damages - Update
- 14.B. 2021 Street Resurfacing Project - Meigs Street Pavement Reconstruction - Update
- 14.C. Falcon Business Park

14.C.1. Falcon Business Park - Resolution No. 2021-41

Council consideration and action to approve Application for Payment No. 1 from Thompson Construction Inc. in the amount of \$128,571.70

14.D. Country Aire Pumping Station Upgrades

- Approval of Proposal from Iowa Pump Works in the amount of \$55,899.72
- Approval of Proposal from Jetco in the amount of \$23,976.00
- Approval of Proposal from West-E-Con in the amount of \$17,566.00

14.E. West Street Pumping Station

- Approval of Proposal from West-E-Con in the amount of \$32,566.00

14.F. Other/Miscellaneous

- Flat Water Estates
- Water Treatment Plant Expansion

15. CITY ATTORNEY

16. MAYOR'S REPORT

17. UPCOMING ITEMS

- Valley Days - August 13, 14, 15
- Planning Commission:- August 17 - 4:30 p.m.
- Budget Workshop - August 17 - 7:00 p.m.
- Budget Meeting - August 24 - 7:00 p.m.
- Budget Hearing - September 8 - 7:00 p.m.

#455

DOUGLAS COUNTY POST-GAZETTE

News of Douglas County

www.dcpstgazette.com

Notice → PROOF OF PUBLICATION

**NOTICE OF MEETING
CITY OF VALLEY
Tuesday, August 10, 2021 7:00 P.M.
Valley City Hall
203 N. Spruce Street, Valley, NE**

Notice is hereby given that a meeting of the City Council of the City of Valley, Nebraska will be held on Tuesday, August 10, 2021 at 7:00 p.m. at Valley City Hall.

Public Hearings will be held on the following:

1. Partial vacation of the L & J Subdivision Final Plat – Outlot B
2. Manager Application Casey's General Store 3206 – Krystal M. Carter

An agenda kept continuously current shall be available for public inspection at Valley City Hall (203 N. Spruce Street).

Cheryl K. Eckerman,
Assistant Clerk/Treasurer

August 4 - 25 Ins ZNEZ

Dates of Publicaton

August 4

Line Count

25

Cost of Publication

44.60

001-010-524-1000

Thank you!

MINUTES
REGULAR MEETING

July 13, 2021

1 & 2 Roll Call & Call to Order - Mayor Grove called the meeting to order at 7:03 p.m. Present were mayor Grove; council members, Lewis, Stanzel, TenEyck & Ueckert, city attorney Jeff Farnham & assistant city clerk Cheryl Eckerman.

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

3. Pledge of Allegiance - Council member Ueckert led the Pledge of Allegiance.

4. Proof of Publication was on the council desk.

5. Visitors and Correspondence –The Mayor invited anyone present who wished to address an agenda item & 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.

Mike Adair, 207 E. Condron St., introduced himself and stated that he will be replacing Duane Grashorn as Regional Manager for PeopleService.

6. Agenda Approval – Council member Stanzel moved to approve the agenda. Lewis seconded. Stanzel, Lewis TenEyck and Ueckert voted YES. NO; no one, Motion carried.

7 A - K. Consent Agenda – Council member Lewis moved to approve the consent agenda. TenEyck seconded. Lewis, TenEyck, Stanzel and Ueckert voted YES. NO; no one, motion carried. Items on the consent agenda were to accept May 24 and June 8 city council minutes, June 14 Tree Board minutes, June 15 Planning Commission minutes, June payroll \$71,966.61, Council payroll \$4,830.00, IRA \$1,852.14, Keno Receipts \$3,966.13, PeopleService Report, Library Statistics, Greg Kava 3 year term on PC, Greg Sunde 3 year term on PC, Chris Poore (alternate) 3 year term on Board of Adjustment, Geri Nordell 3 year term on the Cemetery Board; Special Designated Liquor License for Brew Coffee House, Spruce Street Tavern and DC West Youth Sports, approve checks issued during the month and bills presented for payment: **Supplies:** Ace Hardware 21.97; Amazon 1467.93; Aqua Chem 1121.25; Akrs Equipment 20.96; Arps 1297.25; Bomgaars 27.99; Canine Development Group 100.00; J P Cooke 281.05; Diamond Vogel 537.05; Dick's 15.98; Embroidery Connection 749.00; Evoqua Water Tech 14,288.16; Fastsigns 388.43; Host Coffee 56.88; John Deere Financial 1125.66; Kansas Highway Patrol(police cruiser) 24600.00; Love's 3001.61; Lowes 279.66; Menards 411.75; Midwest Radar 200.00; Michael Todd 221.39;OfficeNet 320.14; Petty Cash 48.25; Postmaster 558.96; Publication Printing 422.20; Ray Allen Mfg. 37.98; Sherwin Williams 66.94; Staples (scanner) 4369.49;United Electric 84.00; Fremont Winnelson 198.85; **Services:** Andersen Plumbing 1681.25; Black Hills Energy 49.08;

Cox 1316.43; Do. Co. Post-Gazette 259.63; Du-Rite Electric 400.00; Everett's Repair 161.89; Jeffrey B. Farnham 6872.51; Fremont Utilities 32092.00; Grafix Shoppe 435.00; Iowa Pump Works 3390.00; J.D. Car Wash 141.10; Michael Kruger 585.00; Layne-Christensen 500.00; Leak Investigators 525.00; League of NE Mun. 420.00; Michael Matzen 823.90; N L & L Concrete 446816.25; NE Sweeping 2963.45; NE Child Support Center 788.32; Olmsted & Perry 104914.64; OPPD 12308.14; PeopleService 22213.00; Elemental Fabrication 481.20; Powertech 1371.98; Papillion Sanitation 176.49; CenturyLink 60.52; Trekk 3800.00; Twin Rivers YMCA 7833.39; Vrba Const. 91136.48; West-E-Con 4989.82; Wiese Plumbing 831.00; Scantron 635.00; Window Pro 20.00; 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 18896.32; NE 2854.41; NE Sales tax 5209.58; IRA 1852.14; **Bond Payments:** FNB/bond 5962.50; FNB/bond 5962.50; **Reimburse/Refund:** P. Ratigan 214.20; J. Deemer 444.46; K. Muhle 154.41; G. Nordell 49.15; B. Smith 180.32; T. Valentine, M. Reinhardt, T. Connealy, L. Connealy, E. Zeratsky, T. Johnson, M. Smith, V. Dostal, A. Oquist 150.00 each; Gem Holding, Valley Corp., Gifford Const., Ideal Design 1000.00 each; **TIF:** Mallard 15405.31; **Ins:** Aflac 990.48; Lincoln Financial 1097.87; BCBS 9,484.57; Morgan White 1,218.32.

8. Halloween Truck or Treat – The applicant could not be present so this item will be placed on a future agenda.

9. Valley Days Event – Angela Exstrom, 502 S. Park Street, gave an update on the street closures for August 13, 14 & 15 during the Valley Days celebration.

10. Ordinance No. 754 Authorizing the issuance of GO Highway Bonds Series 2021 in the amount of \$2,445,000 – Jennifer Kobza, Ameritas Investment Company, reviewed the rates and payment schedules related to the issuance of bonds for the purpose of financing the costs of constructing and improving certain streets and related improvements.

Council member Stanzel introduced Ordinance No. 754 entitled: 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 AMOUNT 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 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: - Stanzel, TenEyck, Lewis and Ueckert. 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. 754 be passed and adopted. Upon electronic vote, the following council members voted YES: Lewis, TenEyck, Stanzel and Ueckert. The following voted NO: None. The passage and adoption of said ordinance having been concurred in by a majority of all members of the council, the Mayor then 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 there. A true, correct and complete copy of said ordinance is on file at city hall.

11. Bond Purchase Agreement – Council member Stanzel moved to approve the Bond Purchase Agreement for the General Obligation Highway Allocation Fund Pledge Bonds Series - \$2,445,000 with Ameritas Investment Company. Council member Lewis seconded the motion. Stanzel, Lewis, TenEyck and Ueckert voted YES. NO: No one. Motion carried.

12. Resolution 2021-30 Authorizing the early payment and redemption of GO Bonds Series 2014 – Jennifer Kobza, Ameritas Investment Company, reviewed current payment schedule, refinance schedule, average annual savings and total savings associated with the Series 2021 Refunding of Series 2014 bonds.

Council member Ueckert introduced, read and moved for passage of Resolution No. 2021-30 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 authorize official of the city. Lewis seconded. Ueckert, Lewis, Stanzel and TenEyck voted YES. NO; no one, motion carried. A true, correct and complete copy of said resolution is on file at city hall.

13. Ordinance No. 755 – Authorizing the issuance by the City of its General Obligation Various Purpose Refunding Bonds, Series 2021A, in the principal amount of \$715,000, for the purpose of refunding certain general obligation indebtedness of the City.

Council member Stanzel introduced Ordinance No. 755 entitled: 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; 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. 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: - Stanzel, Lewis, TenEyck and Ueckert. 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 Stanzel moved for final passage of the ordinance which motion was seconded by council member Ueckert. The Mayor then stated the question "Shall Ordinance No. 755 be passed and adopted. Upon electronic vote, the following council members voted YES: Stanzel, Ueckert, Lewis and TenEyck. The following voted NO: None. The passage and adoption of said ordinance having been concurred in by a majority of all members of the council, the Mayor then 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 there. A true, correct and complete copy of said ordinance is on file at city hall.

14. Bond Purchase Agreement - Council member Stanzel moved to approve the Bond Purchase Agreement for the General Obligation Various Purpose Refund Bonds, Series 2021A in the amount of \$715,000. Council member TenEyck seconded the motion. Stanzel, TenEyck, Lewis and Ueckert voted YES. NO: No one. Motion carried.

15. Resolution 2021-31 Adopting the 2021 Papio-Missouri Natural Recourses District Multi-Jurisdictional Hazard Plan Update Council member TenEyck introduced, read and moved for passage of Resolution No. 2021-31 adopting the 2021 Papio-Missouri River Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan Update in its entirety. Lewis seconded. TenEyck, Lewis, Stanzel and Ueckert voted YES. NO; no one, motion carried. A true, correct and complete copy of said resolution is on file at city hall.

16. Resolution 2021-32 Interlocal Cooperation Agreement with Douglas County – Jason Steinbach, 9655 N. 288th Street, explained that the land he is wishing to develop is in both jurisdictions and therefore he has requested that the County cede zoning jurisdiction for the portions of the parcel within its jurisdiction which would permit him to develop the parcel using only a single jurisdiction and that jurisdiction's approved regulations. Council member Lewis introduced, read and moved for passage of Resolution No. 2021-32 authorizing the Mayor to execute said agreement with Douglas County. TenEyck seconded. Lewis, TenEyck, Stanzel and Ueckert voted YES. NO; no one, motion carried. A true, correct and complete copy of said resolution is on file at city hall.

17. Resolution 2021-36 Adopting a Mission Statement for the City of Valley- Council member Stanzel introduced, read & moved for passage of Resolution No. 2021-36 adopting the following as the Mission Statement for the City of Valley – “The City of Valley is committed to maintain 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”. Lewis seconded. Stanzel, Lewis, TenEyck and Ueckert voted YES. NO; no one, motion carried. A true, correct and complete copy of said resolution is on file at city hall.

18. Resolution 2021-37 Adopting a Vision Statement for the City of Valley – Council member Ueckert introduced, read & moved for passage of Resolution No. 2021-37 adopting 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.” Lewis seconded. Ueckert, Lewis, Stanzel and TenEyck voted YES. NO; no one, motion carried. A true, correct and complete copy of said resolution is on file at city

19. Resolution 2021-38 Authorizing the hiring process in connection with the appointed office of City Administrator - Council member TenEyck introduced, read & moved for passage of Resolution No. 2021-38 authorizing the Mayor to proceed with the hiring process in connection with the appointed office of City Administrator and authorizing the city attorney to prepare an Ordinance wherein the office of City Administrator shall be unmerged from the offices of City Clerk and City Treasurer. Lewis seconded. TenEyck, Lewis, Stanzel and Ueckert voted YES. NO; no one, motion carried. A true, correct and complete copy of said resolution is on file at city

20. City Engineer

20 A. Sanitary Sewer Repair Rebid (Part A) 2019 Flood Damages – Mr. Olmsted stated that this is the last of the FEMA projects and it is substantially complete.

20. A 1. Change Order 2– Mr. Olmsted explained that this change order is an adjustment of final quantities and results in a net increase of \$33,595.38. Council member Stanzel moved to approve Change Order 2 in the amount of an increase of \$33,595.38. Lewis seconded. Stanzel, Lewis, TenEyck and Ueckert voted YES. NO: No one. Motion carried.

20. A 2. Resolution No. 2021-33 – Vrba Pay Application No. 4 – Mr. Olmsted stated that this pay request is the final for this portion of the project. Council member Lewis introduced, read & moved for passage of Resolution No. 2021-33 for final payment to Vrba Construction in the amount of \$91,136.48. Ueckert seconded. Lewis, Ueckert, Stanzel and TenEyck voted YES. NO; no one, motion carried. A true, correct and complete copy of said resolution is on file at city.

20. A. 3. Resolution No. 2021-34 – N L & L Pay Application No. 1 - Mr. Olmsted stated that the pavement reconstruction portion is (Part B) of the Sewer Repair Rebid and he recommended approval of pay request No. 1 from N L & L. The final pay application for this portion should be anticipated for next month. Council member Stanzel introduced, read & moved for passage of Resolution No. 2021-34 for payment to N L & L Concrete Inc. in the amount of \$253,703.25. Lewis seconded. Stanzel, Lewis, TenEyck and Ueckert voted YES. NO; no one, motion carried. A true, correct and complete copy of said resolution is on file at city.

20. B - 2021 Street Resurfacing Project/Meigs Street Pavement Reconstruction – Greg Perry reviewed the pay application and recommended payment.

20. B. 1. Resolution 2021-35 – N L & L Pay Application No. 1 - Council member TenEyck introduced, read & moved for passage of Resolution No. 2021-35 for payment to N L & L Concrete Inc. in the amount of \$193,113.00. Lewis seconded. TenEyck, Lewis, Stanzel and Ueckert voted YES. NO; no one, motion carried. A true, correct and complete copy of said resolution is on file at city.

20. B. 2. Asphalt Project – Mr. Perry stated that this is the second part of the Street Pavement Reconstruction Project which will start in mid- August and a pre-construction meeting will be scheduled prior to the start.

20. C. – Falcon Business Park – Mr. Perry noted that the Final Plat has been approved and filed.

20. C. 1. – Review of Bids – Falcon Business Park Sanitary Sewer & Water Main and Street Paving Improvements – Mr. Perry reviewed the bids received on July 7, 2021 for said project. Council member Stanzel moved to award Contract No. 1 to Thompson Construction in the amount of \$511,896.00. TenEyck seconded. Stanzel, TenEyck, Lewis and Ueckert voted YES. NO: No one. Motion carried.

Council member Stanzel moved to award Contract No. 2 to Compass Utility in the amount of \$395,997.55. Ueckert seconded. Stanzel, Ueckert, Lewis and TenEyck voted YES. NO: No one. Motion carried.

20. D., 20 D. 1, 2, 3, 4 & 5 – Other/Miscellaneous – Updates were given on the following projects: Country Aire Pumping Station Upgrades, West Street Pumping Station, Flat Water Estates, Water Treatment Plant Expansion and Elkhorn Athletic Complex.

21. & 21. A. City Attorney – Mr. Farnham stated that Andrea is working on the City Clerk/City Administrator ordinance for the August 10 meeting. Keith Marvin will be attending the upcoming Planning Commission meeting to discuss changes to the Future Land Use Map and rezoning issues.

Mr. Farnham asked that the property acquisition agenda item be tabled to a future meeting.

22. Budget Work Sessions – The following dates were suggested for working sessions for the budget: July 27, August 3, August 7, August 24 and the Budget Hearing to be held at the September 14 regular meeting. Two council members said will not be able to attend the September 14 meeting so further discussion will need to be held regarding the hearing date.

23. – Mayors Report – The Mayor gave updates on the K-9 Fund donations and training, Employee Appreciation dinner to be held on July 16, 2021, Overnight Softball event was cancelled and the first payment of the American Rescue Act Funds has been received.

24. Upcoming items - Planning Commission meets July 20 @4:30, and Valley Days Planning meets at 6 p.m.

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



Mayor Cindy Grove



Asst. City Clerk Cheryl K. Eckerman

CITY OF VALLEY
MINUTES
SPECIAL MEETING
JULY 27, 2021

Mayor Cindy Grove called the meeting to order at 7:00 p.m. In attendance were Mayor Cindy Grove, Council members Mike Stanzel, Linda Lewis, and Chris TenEyck. Bryon Ueckert was absent. Also present Doug Eggen and representing PeopleService: Nate Taylor and Mike Adair.

Mayor Grove stated the location of the open meetings act and that one copy of all reproducible written material is available for examination or copying.

The Pledge of Allegiance was led by city attorney Jeff Farnham.

Proof of Publication was on the council desk.

Purpose of the meeting was to begin the budgeting process for the Water and Wastewater Funds.

Councilmember Stanzel moved to approve the agenda. Lewis seconded. Stanzel, Lewis and TenEyck voted YES. NO: No one. Absent: Ueckert. The motion carried.

WASTEWATER – Items discussed included: FEMA Sewer Project, removal of the fence from the Valley Shores lift stations (checking with the HOA), Ginger Cove and Ginger Woods lift stations accessibility.

The increase in the PeopleService contract includes adding a third person to serve Valley.

Items included in the Repair/Maintenance/Lift Stations were: Bypass valve Byersville & Meigs, Ginger Cove/Woods larger entrance and carry over of the Country Aire Lift Station upgrade.

WATER – Pit meters will be installed at Ginger Cove for irrigation. It was noted that engineering fees are included in the 7.9 m figure for the Water Treatment Plant Expansion Project.

Repair/Contracting was increased to 40,000. This includes the cost when Andersen does repair work for the City on mains and lines.

The increase in the PeopleService contract is the same as the Wastewater – cost of adding a third person to serve Valley.

Mayor's Report – Decision was made to postpone the retirement party for Joan. The 2nd round of interviews for the City Administrator will be held this week. Discussion regarding changing the meeting date for September to the 8th – need to check with Kent Speicher. This will be the budget hearing and regular meeting.

The meeting adjourned at 8:00 p.m.



Mayor Cindy Grove

Doug Eggen, Acting Clerk

MANUAL CHECKS FOR JULY 2021		
	<u>CHECK #</u>	<u>AMOUNT</u>
Nebraska Child Support Center	51915	394.16
Nebraska Child Support Center52	52005	394.16
Postmaster	52006	454.77
TOTAL		\$1,243.09

CASH REQUIREMENTS REPORT

INVOICE/LN	STAT	VENDOR NO/NAME	DUE DATE	REFERENCE	GROSS	DISCOUNT	NET	PAYMENT 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	_____
509854	1 S	105 AFLAC	8/11/2021	AFLAC WITHHELD	1485.72	.00	1485.72	_____
75115	1 S	114 ADVANCED HEATING & AIR	8/11/2021	MAINTENANCE	177.00	.00	177.00	_____
75115	2 S	114 ADVANCED HEATING & AIR	8/11/2021	MAINTENANCE	177.00	.00	177.00	_____
75115	3 S	114 ADVANCED HEATING & AIR	8/11/2021	MAINTENANCE	88.00	.00	88.00	_____
0010215345	1 S	121 ACE HARDWARE #339C	8/11/2021	RENT JACK HAMMER	55.00	.00	55.00	_____
11HD-YTGG-	1 S	127 AMAZON CAPITAL SERVICES	8/11/2021	MAYOR	4.71	.00	4.71	_____
11HD-YTGG-	2 S	127 AMAZON CAPITAL SERVICES	8/11/2021	DOG PARK	136.26	.00	136.26	_____
11HD-YTGG-	3 S	127 AMAZON CAPITAL SERVICES	8/11/2021	MAYOR	123.67	.00	123.67	_____
11HD-YTGG-	4 S	127 AMAZON CAPITAL SERVICES	8/11/2021	POLICE`	109.99	.00	109.99	_____
08/09/21	1 S	132 SYNCB/AMAZON	8/11/2021		36.34	.00	36.34	_____
08/09/21	2 S	132 SYNCB/AMAZON	8/11/2021		149.54	.00	149.54	_____
08/09/21	3 S	132 SYNCB/AMAZON	8/11/2021		465.45	.00	465.45	_____
08/09/21	4 S	132 SYNCB/AMAZON	8/11/2021		521.35	.00	521.35	_____
2864251	1 S	150 AKRS EQUIPMENT	8/11/2021	PIN FASTNER TRACTOR	9.68	.00	9.68	_____
07312021	1 S	159 ARPS	8/11/2021	281& IDA STREETS	1316.25	.00	1316.25	_____
00197156	1 S	176 AQUA-CHEM, INC.	8/11/2021	POOL CHEMICALS	451.35	.00	451.35	_____
00197405	1 S	176 AQUA-CHEM, INC.	8/11/2021	POOL CHEMICALS	486.75	.00	486.75	_____
07-16-2021	1 S	242 BOMGAARS	8/11/2021		19.99	.00	19.99	_____
07-16-2021	2 S	242 BOMGAARS	8/11/2021		53.09	.00	53.09	_____
07-16-2021	3 S	242 BOMGAARS	8/11/2021		253.98	.00	253.98	_____
07/28/2021	1 S	253 BLACK HILLS ENERGY	8/11/2021		20.30	.00	20.30	_____
07/28/2021	2 S	253 BLACK HILLS ENERGY	8/11/2021		30.91	.00	30.91	_____
07/28/2021	3 S	253 BLACK HILLS ENERGY	8/11/2021		45.52	.00	45.52	_____
07/28/2021	4 S	253 BLACK HILLS ENERGY	8/11/2021		36.57	.00	36.57	_____
07/28/2021	5 S	253 BLACK HILLS ENERGY	8/11/2021		30.76	.00	30.76	_____
07/28/2021	6 S	253 BLACK HILLS ENERGY	8/11/2021		106.57	.00	106.57	_____
07/28/2021	7 S	253 BLACK HILLS ENERGY	8/11/2021		40.41	.00	40.41	_____
1329	1 S	336 COAST TO COAST SOLUTION	8/11/2021		268.61	.00	268.61	_____
0302900	1 S	347 CORE & MAIN LP	8/11/2021		1819.15	.00	1819.15	_____
P194622	1 S	347 CORE & MAIN LP	8/11/2021		584.86	.00	584.86	_____
P048781	1 S	347 CORE & MAIN LP	8/11/2021		1252.64	.00	1252.64	_____
08/09/21	1 S	384 COX BUSINESS SERVICES	8/11/2021		299.13	.00	299.13	_____
08/09/21	2 S	384 COX BUSINESS SERVICES	8/11/2021		428.42	.00	428.42	_____
08/09/21	3 S	384 COX BUSINESS SERVICES	8/11/2021		166.81	.00	166.81	_____
08/09/21	4 S	384 COX BUSINESS SERVICES	8/11/2021		5.54	.00	5.54	_____
08/09/21	5 S	384 COX BUSINESS SERVICES	8/11/2021		261.90	.00	261.90	_____
08/09/21	6 S	384 COX BUSINESS SERVICES	8/11/2021		76.62	.00	76.62	_____
08/09/21	7 S	384 COX BUSINESS SERVICES	8/11/2021		76.62	.00	76.62	_____
08/09/21	1 S	414 THE DAILY RECORD	8/11/2021		16.10	.00	16.10	_____
5974634	1 S	425 DEMCO	8/11/2021		93.10	.00	93.10	_____
08/09/21	1 S	455 DOUGLAS COUNTY POST-GAZ	8/11/2021		6.73	.00	6.73	_____
08/09/21	2 S	455 DOUGLAS COUNTY POST-GAZ	8/11/2021		1087.50	.00	1087.50	_____
08/09/21	3 S	455 DOUGLAS COUNTY POST-GAZ	8/11/2021		232.28	.00	232.28	_____

CASH REQUIREMENTS REPORT

INVOICE/LN	STAT	VENDOR NO/NAME	DUE DATE	REFERENCE	GROSS	DISCOUNT	NET	PAYMENT AMOUNT
08/09/21	4 S	455 DOUGLAS COUNTY POST-GAZ	8/11/2021		141.24	.00	141.24	_____
08/09/21	1 S	464 DOUGLAS COUNTY ENVIRONM	8/11/2021	ELEC PERMITS	3775.10	.00	3775.10	_____
08/09/21	1 1 S	464 DOUGLAS COUNTY ENVIRONM	8/11/2021	ELEC PERMITS	1687.89	.00	1687.89	_____
080921	1 S	533 EVERETT'S	8/11/2021		30.00	.00	30.00	_____
080921	2 S	533 EVERETT'S	8/11/2021		417.50	.00	417.50	_____
080921	3 S	533 EVERETT'S	8/11/2021		497.87	.00	497.87	_____
08/09/21	1 S	603 FIRST BOOK	8/11/2021		26.04	.00	26.04	_____
08/2021	1 S	610 JEFFREY B. FARNHAM,P.C.	8/11/2021	GEIS INC.	560.00	.00	560.00	_____
08/2021	2 S	610 JEFFREY B. FARNHAM,P.C.	8/11/2021	PLANNING COMMISSION	770.00	.00	770.00	_____
08/2021	3 S	610 JEFFREY B. FARNHAM,P.C.	8/11/2021	MEETINGS/CALLS/COUNCIL	1540.00	.00	1540.00	_____
08/2021	4 S	610 JEFFREY B. FARNHAM,P.C.	8/11/2021	ZONING/CODE ENF.	262.50	.00	262.50	_____
08/2021	5 S	610 JEFFREY B. FARNHAM,P.C.	8/11/2021	REIMBURSEMENT	68.00	.00	68.00	_____
08/2021	6 S	610 JEFFREY B. FARNHAM,P.C.	8/11/2021	GINGER WOODS LIFT STATION	210.00	.00	210.00	_____
08/09/21	1 S	617 FIRST STATE BANK NEBRAS	8/11/2021		3223.72	.00	3223.72	_____
08/09/21	2 S	617 FIRST STATE BANK NEBRAS	8/11/2021		2738.78	.00	2738.78	_____
08/09/21	1 S	618 FIRST NEBRASKA BANK/BON	8/11/2021		3223.72	.00	3223.72	_____
08/09/21	2 S	618 FIRST NEBRASKA BANK/BON	8/11/2021		2738.78	.00	2738.78	_____
12080	1 S	628 FILAMENT ESSENTIAL SERV	8/11/2021	CARES ACT	3150.00	.00	3150.00	_____
08/09/21	1 S	635 FREMONT DEPT. OF UTILIT	8/11/2021		28294.20	.00	28294.20	_____
1339059	1 S	827 HOST COFFEE SERVICE	8/11/2021		133.03	.00	133.03	_____
15170	1 S	912 IOWA PUMP WORKS	8/11/2021		23239.17	.00	23239.17	_____
08/09/21	1 S	1002 J.D. 'S CAR WASH & DETAI	8/11/2021	POLICE CAR WASH	122.40	.00	122.40	_____
2-49841	1 S	1014 JONES AUTOMOTIVE	8/11/2021		110.00	.00	110.00	_____
2-49841	2 S	1014 JONES AUTOMOTIVE	8/11/2021		33.20	.00	33.20	_____
08/09/21	1 S	1115 KIRBY AUTO PARTS	8/11/2021		12.85	.00	12.85	_____
08/09/21	2 S	1115 KIRBY AUTO PARTS	8/11/2021		9.69	.00	9.69	_____
08/09/21	3 S	1115 KIRBY AUTO PARTS	8/11/2021		45.20	.00	45.20	_____
08/09/21	4 S	1115 KIRBY AUTO PARTS	8/11/2021		27.52	.00	27.52	_____
08/09/21	5 S	1115 KIRBY AUTO PARTS	8/11/2021		5.82	.00	5.82	_____
18385	1 S	1220 LEAGUE OF NEBR. MUNICIP	8/11/2021		16739.00	.00	16739.00	_____
08/09/21	1 S	1222 LINCOLN FINANCIAL GROUP	8/11/2021	DENTAL INSURANCE	137.96	.00	137.96	_____
08/09/21	2 S	1222 LINCOLN FINANCIAL GROUP	8/11/2021	DENTAL INSURANCE	236.40	.00	236.40	_____
08/09/21	3 S	1222 LINCOLN FINANCIAL GROUP	8/11/2021	DENTAL INSURANCE	194.30	.00	194.30	_____
08/09/21	4 S	1222 LINCOLN FINANCIAL GROUP	8/11/2021	DENTAL INSURANCE	47.28	.00	47.28	_____
08/09/21	5 S	1222 LINCOLN FINANCIAL GROUP	8/11/2021	DENTAL INSURANCE	23.64	.00	23.64	_____
08/09/21	6 S	1222 LINCOLN FINANCIAL GROUP	8/11/2021	DENTAL INSURANCE	23.64	.00	23.64	_____
08/09/21	7 S	1222 LINCOLN FINANCIAL GROUP	8/11/2021	DENTAL INSURANCE	98.69	.00	98.69	_____
Q77775	1 S	1232 LOGAN CONTRACTORS SUPPL	8/11/2021		324.37	.00	324.37	_____
08/09/21	1 S	1234 LOVE'S TRAVEL STOPS	8/11/2021		1511.76	.00	1511.76	_____
08/09/21	2 S	1234 LOVE'S TRAVEL STOPS	8/11/2021		61.47	.00	61.47	_____
08/09/21	3 S	1234 LOVE'S TRAVEL STOPS	8/11/2021		234.01	.00	234.01	_____
6003197862	1 S	1234 LOVE'S TRAVEL STOPS	8/11/2021	GAS/OIL	504.42	.00	504.42	_____
6003202730	1 S	1234 LOVE'S TRAVEL STOPS	8/11/2021	GAS/OIL	90.76	.00	90.76	_____
7/2021	1 S	1313 MICHAEL R. MATZEN	8/11/2021		310.45	.00	310.45	_____
7/2021	2 S	1313 MICHAEL R. MATZEN	8/11/2021		107.46	.00	107.46	_____
7/2021	3 S	1313 MICHAEL R. MATZEN	8/11/2021		107.46	.00	107.46	_____
7/2021	4 S	1313 MICHAEL R. MATZEN	8/11/2021		298.53	.00	298.53	_____
13758	1 S	1317 MENARDS - FREMONT	8/11/2021		79.60	.00	79.60	_____
14380	1 S	1317 MENARDS - FREMONT	8/11/2021		79.96	.00	79.96	_____
08/09/21	1 S	1318 MASTERCARD	8/11/2021		165.00	.00	165.00	_____

CASH REQUIREMENTS REPORT

INVOICE/LN	STAT	VENDOR NO/NAME	DUE DATE	REFERENCE	GROSS	DISCOUNT	NET	PAYMENT AMOUNT
08/09/21	2	S	1318	MASTERCARD	8/11/2021	145.00	.00	145.00
202333	1	S	1328	MICHAEL TODD & CO., INC	8/11/2021	189.08	.00	189.08
202333	2	S	1328	MICHAEL TODD & CO., INC	8/11/2021	17.50	.00	17.50
07/28/21	1	S	1346	METHODIST HOSPITAL	8/11/2021	505.00	.00	505.00
08/09/21	1	S	1363	MENARDS-ELKHORN	8/11/2021	82.70	.00	82.70
08/09/21	1	S	1363	MENARDS-ELKHORN	8/11/2021	82.70	.00	82.70
29550	1	S	1363	MENARDS-ELKHORN	8/11/2021	119.94	.00	119.94
1132	1	S	1366	MARVIN PLANNING CONSULT	8/11/2021	320.00	.00	320.00
08/09/21	1	S	1425	NE. CLERK'S ASSOCIATION	8/11/2021	35.00	.00	35.00
08/09/21	1	S	1457	NEBRASKA SWEEPING, INC.	8/11/2021	2513.45	.00	2513.45
08/2021	1	S	1505	OLMSTED & PERRY	8/11/2021	1965.00	.00	1965.00
08/2021	2	S	1505	OLMSTED & PERRY	8/11/2021	1520.00	.00	1520.00
08/2021	3	S	1505	OLMSTED & PERRY	8/11/2021	160.00	.00	160.00
08/2021	4	S	1505	OLMSTED & PERRY	8/11/2021	160.00	.00	160.00
08/2021	5	S	1505	OLMSTED & PERRY	8/11/2021	160.00	.00	160.00
08/2021	6	S	1505	OLMSTED & PERRY	8/11/2021	80.00	.00	80.00
08/2021	7	S	1505	OLMSTED & PERRY	8/11/2021	160.00	.00	160.00
08/2021	8	S	1505	OLMSTED & PERRY	8/11/2021	133.01	.00	133.01
08/2021	9	S	1505	OLMSTED & PERRY	8/11/2021	1215.00	.00	1215.00
08/2021	10	S	1505	OLMSTED & PERRY	8/11/2021	13394.00	.00	13394.00
08/2021	11	S	1505	OLMSTED & PERRY	8/11/2021	14096.73	.00	14096.73
08/2021	12	S	1505	OLMSTED & PERRY	8/11/2021	1286.92	.00	1286.92
08/2021	13	S	1505	OLMSTED & PERRY	8/11/2021	2090.00	.00	2090.00
08/2021	14	S	1505	OLMSTED & PERRY	8/11/2021	21330.00	.00	21330.00
08/2021	15	S	1505	OLMSTED & PERRY	8/11/2021	9397.82	.00	9397.82
08/09/21	1	S	1510	OMAHA PUBLIC POWER DIST	8/11/2021	753.45	.00	753.45
08/09/21	2	S	1510	OMAHA PUBLIC POWER DIST	8/11/2021	79.85	.00	79.85
08/09/21	3	S	1510	OMAHA PUBLIC POWER DIST	8/11/2021	267.30	.00	267.30
08/09/21	4	S	1510	OMAHA PUBLIC POWER DIST	8/11/2021	454.37	.00	454.37
08/09/21	5	S	1510	OMAHA PUBLIC POWER DIST	8/11/2021	715.23	.00	715.23
08/09/21	6	S	1510	OMAHA PUBLIC POWER DIST	8/11/2021	132.36	.00	132.36
08/09/21	7	S	1510	OMAHA PUBLIC POWER DIST	8/11/2021	3854.52	.00	3854.52
08/09/21	8	S	1510	OMAHA PUBLIC POWER DIST	8/11/2021	2974.16	.00	2974.16
08/09/21	9	S	1510	OMAHA PUBLIC POWER DIST	8/11/2021	339.27	.00	339.27
08/09/21	10	S	1510	OMAHA PUBLIC POWER DIST	8/11/2021	4553.77	.00	4553.77
08/09/21	1	S	1513	OFFICE NET	8/11/2021	193.84	.00	193.84
08/09/21	2	S	1513	OFFICE NET	8/11/2021	697.10	.00	697.10
08/09/21	3	S	1513	OFFICE NET	8/11/2021	260.13	.00	260.13
061161	1	S	1513	OFFICE NET	8/11/2021	26.49	.00	26.49
061161	2	S	1513	OFFICE NET	8/11/2021	26.48	.00	26.48
061161	3	S	1513	OFFICE NET	8/11/2021	26.48	.00	26.48
061161	4	S	1513	OFFICE NET	8/11/2021	7.18	.00	7.18
061161	5	S	1513	OFFICE NET	8/11/2021	7.18	.00	7.18
40940	1	S	1607	PB ELECTRONICS INC.	8/11/2021	190.00	.00	190.00
038121	1	S	1617	PEOPLESERVICE INC.	8/11/2021	11328.63	.00	11328.63
038121	2	S	1617	PEOPLESERVICE INC.	8/11/2021	10884.37	.00	10884.37
000771	1	S	1645	POWERTECH	8/11/2021	557.49	.00	557.49
997066	1	S	1653	PAPILLION SANITATION	8/11/2021	50.00	.00	50.00
997066	2	S	1653	PAPILLION SANITATION	8/11/2021	56.66	.00	56.66
997066	3	S	1653	PAPILLION SANITATION	8/11/2021	50.00	.00	50.00

CASH REQUIREMENTS REPORT

INVOICE/LN	STAT	VENDOR NO/NAME	DUE DATE	REFERENCE	GROSS	DISCOUNT	PAYMENT NET AMOUNT
5997066	4 S	1653 PAPHILLION SANITATION	8/11/2021		19.83	.00	19.83
08/09/21	1 S	1709 CENTURY LINK	8/11/2021		60.37	.00	60.37
195600	1 S	1815 RAY ALLEN MANUFACTURING	8/11/2021		25.99	.00	25.99
197240	1 S	1815 RAY ALLEN MANUFACTURING	8/11/2021		49.99	.00	49.99
197958	1 S	1815 RAY ALLEN MANUFACTURING	8/11/2021		134.99	.00	134.99
177855	1 S	1820 REGAL AWARDS	8/11/2021		167.00	.00	167.00
21-000697	1 S	2027 TREKK DESIGN GROUP, LLC	8/11/2021		750.00	.00	750.00
10182	1 S	2029 TWO RIVERS SAND & GRAVE	8/11/2021		295.03	.00	295.03
08/09/21	1 S	2041 TWIN RIVERS YMCA	8/11/2021		8442.36	.00	8442.36
08/09/210	1 S	2041 TWIN RIVERS YMCA	8/11/2021		2673.37	.00	2673.37
6553	1 S	2114 UTILITIES SECTION	8/11/2021		400.00	.00	400.00
6553	2 S	2114 UTILITIES SECTION	8/11/2021		400.00	.00	400.00
1815	1 S	2117 UNITED ELECTRIC SUPPLY	8/11/2021		138.90	.00	138.90
21-09526-o	1 S	2120 UNITED SEEDS, INC.	8/11/2021		1700.00	.00	1700.00
9885530501	1 S	2233 VERIZON WIRELESS	8/11/2021	TELEPHONE	36.62	.00	36.62
9885530501	2 S	2233 VERIZON WIRELESS	8/11/2021	TELEPHONE	160.08	.00	160.08
9885530501	3 S	2233 VERIZON WIRELESS	8/11/2021	TELEPHONE	36.62	.00	36.62
9885530501	4 S	2233 VERIZON WIRELESS	8/11/2021	TELEPHONE	9.00	.00	9.00
766	1 S	2315 WEST-E-CON	8/11/2021		2020.00	.00	2020.00
767	1 S	2315 WEST-E-CON	8/11/2021		8332.31	.00	8332.31
772	1 S	2315 WEST-E-CON	8/11/2021		2350.00	.00	2350.00
776	1 S	2315 WEST-E-CON	8/11/2021		5900.00	.00	5900.00
778	1 S	2315 WEST-E-CON	8/11/2021		725.00	.00	725.00
364613-01	1 S	2324 FREMONT WINNELSON CO.	8/11/2021		88.12	.00	88.12
30038107	1 S	2337 SCANTRON CORPORATION	8/11/2021	BACKUP MANAGEMENT/SUPPORT	1000.00	.00	1000.00
30038107	2 S	2337 SCANTRON CORPORATION	8/11/2021	BACKUP MANAGEMENT/SUPPORT	1000.00	.00	1000.00
30038108	1 S	2337 SCANTRON CORPORATION	8/11/2021	FIREWALL MANAGEMENT	600.00	.00	600.00
30038108	2 S	2337 SCANTRON CORPORATION	8/11/2021	FIREWALL MANAGEMENT	600.00	.00	600.00
30038109	1 S	2337 SCANTRON CORPORATION	8/11/2021	SERVER MANAGEMENT LICENSING	313.43	.00	313.43
30038109	2 S	2337 SCANTRON CORPORATION	8/11/2021	SERVER MANAGEMENT LICENSING	1441.78	.00	1441.78
30038109	3 S	2337 SCANTRON CORPORATION	8/11/2021	SERVER MANAGEMENT LICENSING	689.54	.00	689.54
30038109	4 S	2337 SCANTRON CORPORATION	8/11/2021	SERVER MANAGEMENT LICENSING	2820.86	.00	2820.86
30038109	5 S	2337 SCANTRON CORPORATION	8/11/2021	SERVER MANAGEMENT LICENSING	501.49	.00	501.49
30038109	6 S	2337 SCANTRON CORPORATION	8/11/2021	SERVER MANAGEMENT LICENSING	501.49	.00	501.49
30038459	1 S	2337 SCANTRON CORPORATION	8/11/2021	MICROSOFT 365	292.50	.00	292.50
30038460	1 S	2337 SCANTRON CORPORATION	8/11/2021	OFFICE 365 BACKUP	50.00	.00	50.00
93	1 S	2342 WINDOW PRO	8/11/2021		10.00	.00	10.00
93	2 S	2342 WINDOW PRO	8/11/2021		10.00	.00	10.00
8/09/21	1 S	10545 DAVE DUNHAM	8/11/2021	HEADLIGHT	22.89	.00	22.89
8/09/21	1 S	11169 LARRY & SUSAN GREGURICH	8/11/2021	gregurich	150.00	.00	150.00
8/09/21	1 S	11170 RANDY DONNER	8/11/2021	donner	150.00	.00	150.00
8/09/21	1 S	11171 ROGER SONGSTER	8/11/2021	songster	150.00	.00	150.00
8/09/21	1 S	11172 RICH LEWIS	8/11/2021	lewis	150.00	.00	150.00
8/09/21	1 S	11173 KRISTI TAYLOR	8/11/2021	taylor	150.00	.00	150.00
8/09/21	1 S	11174 STEVEN OLIVER	8/11/2021	oliver	150.00	.00	150.00
8/09/21	1 S	11175 DAVID ROSSO	8/11/2021	rosso	150.00	.00	150.00
8/09/21	1 S	30009 TONY HRBEK 5705	8/11/2021	hrbek	1000.00	.00	1000.00
8/09/21	1 S	30010 DREAMSCAPE HOMES 79	8/11/2021	g. lee homes	1000.00	.00	1000.00
8/09/21	1 S	30011 G. LEE HOMES 5911	8/11/2021	PERMIT DEPOSIT	1000.00	.00	1000.00
* DATE TOTAL *					270043.27	.00	270043.27
** BANK TOTAL **					270043.27	.00	270043.27
** REPORT TOTAL **					270043.27	.00	270043.27

July 2021								
EMPLOYEE	Wage 07/02/21	IRA	Wage 07/16/21	IRA	Wage 7/30/21	IRA	Council	Wage
Joan Suhr	\$2,702.40		\$2,702.40		\$2,702.40		Stanzel	
Michael Burns	\$2,543.90	\$76.32	\$2,489.44	\$74.68	\$2,473.88	\$74.22	Ueckert	
Stacy Spinar	\$1,594.96	\$31.90	\$1,592.57	\$31.86	\$1,594.96	\$31.90	Grove	
Cheryl Eckerman	\$2,064.31	\$61.93	\$2,064.30	\$61.93	\$1,987.32	\$59.62	Lewis	
Kristin Phillips	\$36.00		\$108.00		\$105.00		Teneyck	
Kenny Grimm	\$2,549.34	\$76.48	\$2,571.56	77.15	\$2,504.89	\$75.15		
Tim Sheets	\$1,964.39	\$58.93	\$1,940.21	\$58.21	\$1,928.13	\$57.84		
Patrick Ratigan	\$1,427.22	\$42.82	\$1,431.59	\$42.95	\$1,431.59	\$42.95		
Doug Eggen	\$1,921.98	\$57.66	\$1,927.89	\$57.84	\$1,957.44	\$58.72		
James Musson	\$1,804.39	\$54.13	\$1,848.72	\$55.46	\$1,804.38	\$54.13		
Jacob O'Connor	\$814.74		\$1,002.50		\$919.74			
Adam Bates	\$285.00		\$120.00		\$240.00			
Alexandra Drake	\$0.00		\$0.00					
Wesley Harrah	\$123.75		\$123.75		\$127.50			
Kristin Jones	\$0.00		\$679.25		\$361.00			
Clark, Caleb	\$299.25		\$0.00		\$261.25			
Deemer James	\$2,900.17	\$87.01	\$4,080.97	\$122.43	\$3,271.69	\$98.15		
Matthew Herrick	\$0.00		\$0.00		\$0.00			
Kurt Muhle	\$2,487.83	\$74.63	\$2,670.22	\$80.11	\$2,277.38	\$68.32		
Patrick McDowell	\$223.50		\$134.10		\$134.10			
Brett Smith	\$2,601.93	\$78.06	\$2,601.93	\$78.06	\$2,601.93	\$78.06		
Greg Scheer	\$0.00		\$218.13		\$0.00			
Roy Napora	\$0.00		\$0.00		\$0.00			
Ken Dohrmann	\$408.50		\$152.00		\$0.00			
Tim, Hrbek	\$0.00		\$0.00		\$0.00			
David Dunham	\$1,992.80	\$59.78	\$2,071.81	\$62.15	\$2,044.46	\$61.33		
Robert Coffey	\$2,883.58	\$126.45	\$2,677.56	\$120.27	\$2,108.68	\$103.20		
Elizabeth Brown	\$515.20		\$515.20		\$592.48			
Wendy Anderson	\$0.00		\$0.00		\$0.00			
Sydney Groh	\$182.40		\$319.20		\$79.80			
Samantha Stewart	\$1,213.20	\$36.40	\$1,223.31	\$36.70	\$1,289.03	\$38.67		
Sarah Emmi	\$0.00		\$144.00		\$384.00			
	\$35,540.74	\$922.50	\$37,410.61	\$959.80	\$35,183.03	\$902.26		\$0.00
Total Wages			\$108,134.38					
Total IRAs			\$2,784.56					
Council			\$0.00					
GRAND TOTAL			\$110,918.94					



Commission Summary

Date 7/6/2021

Paid to City of Valley

For Period 6/16-6/30/2021

Description	Amount
	2,910.77

Amount \$2,910.77



Commission Summary

Date 7/20/2021

Paid to City of Valley

For Period 7/1-7/15/2021

Description	Amount
	3,270.72

Amount \$3,270.72

July Receipts- \$6,181.49



Date: August 5, 2021
To: City of Valley
From: Nate Taylor, Lead Operator
O & M Report: July 2021

Water Operation & Maintenance

- Water locates were completed as needed.
- There was 35,738,000 gallons of water pumped this month.
- There was 37,243,000 gallons pumped between meter reads.
- Water meters were read on the 27th this month.
- There were 378 locates performed this month. (This is water and sewer)
- West-E-Con has run power from the well house to the gate. We are waiting on Elkhorn Fence to come back and install the touchpad and the remotes.
- On the 19th Nate was called out to The Pines to look at a water leak. The water leak was coming from a water service line next to the garage. We advised the homeowner that they needed to contact a plumber to repair the leak. The plumbing company arrived the next morning and repaired a pin-size hole next to the foundation.
- Locates kept us busy this month with the bike trail, new housing, and the boring crews at Valley Shores. The boring crew is doing a fantastic job locating service lines. They are cleaning up the dig sites and removing flags as they move around the lake.

Wastewater Operation & Maintenance

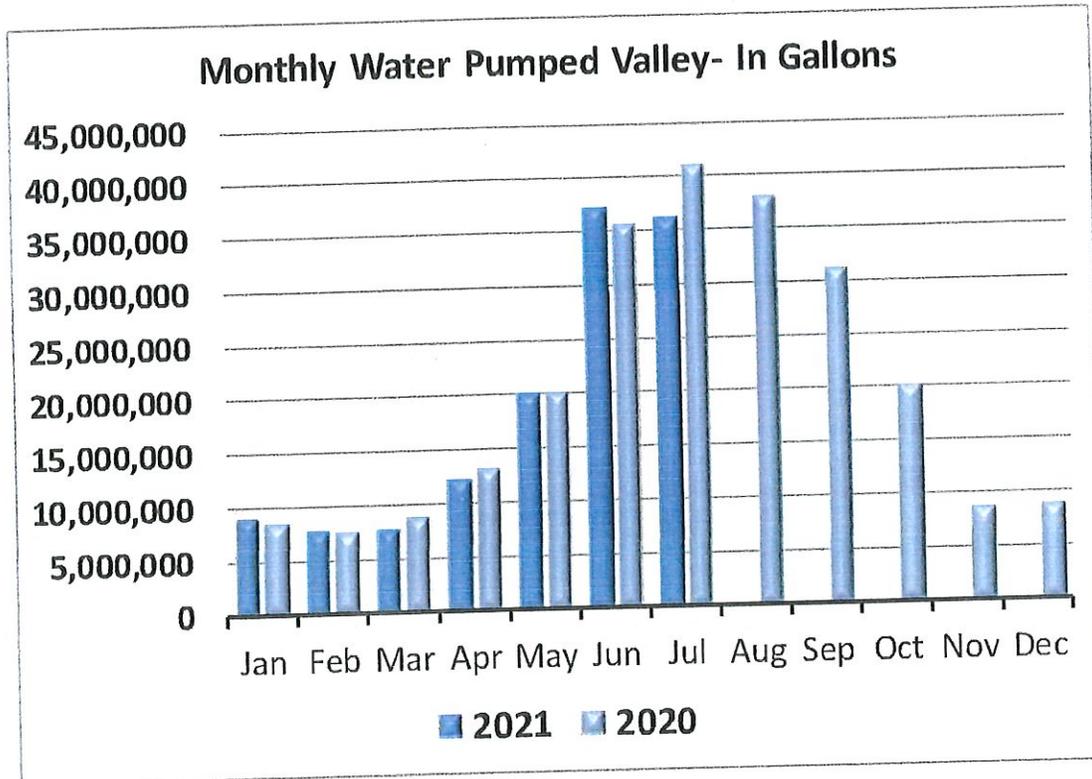
- Sewer locates were completed as needed.
- We pulled pumps at Bluewater 3 times this month.
- On the 10th at 12:30 am Nate was called out for no power to several lift stations due to a passing storm at Ginger Woods, Ginger Cove and Bluewater lift station. Nate found a popped fuse on an OPPD pole at one of the entrances to Bluewater. Nate contacted OPPD and power was restored after several hours. Around 2:30 am another storm came through and knocked out 1 lift station at the Woods, the Cove and Bluewater. Nate contacted OPPD but was told it could be several days before power is restored due to damage in Omaha. Nate contacted West-E-Con about hooking up the generator a couple times a day until the power was restored. These lift stations at the Woods and Cove are so old they do not have connections for portable generators, so the generator had to be wired into the lift station then pumped down and moved to the next station. This had to be done several times over the weekend so nobody's basement would back up with sewage. Power was restored Monday afternoon.
- On the 11th at 7:30 pm Nate was called to Byesville lift station from a passer-by advising there was sewage backing up out of a manhole. Upon arrival Nate found that all the main pumping controls were off. Nate had the fuse's checked, and all were ok. There is a battery backup box in case power goes out we would get an alarm. The battery backup actually went bad and shut off all controls. The controls were plugged directly into a wall outlet, and everything started running as normal. A new battery backup was ordered and installed by West-E-Con.
- On the 12th Nate was called out to Ginger Cove lift station 2 for a high level. Upon testing it was determined that the starter has gone bad again on this pump. West-E-Con was able to piece together a band aid of controls and the lift station is operating properly.
- On the 24th Bob was called to Bluewater lift station #4 for a control fail alarm. Upon arrival it was determined that none of the floats for pump operation were working. Bob was able to manually pump down the station and West-E-Con was called on Monday. A mouse family decided to eat through the pump float control wires so all 5 floats had to be replaced.

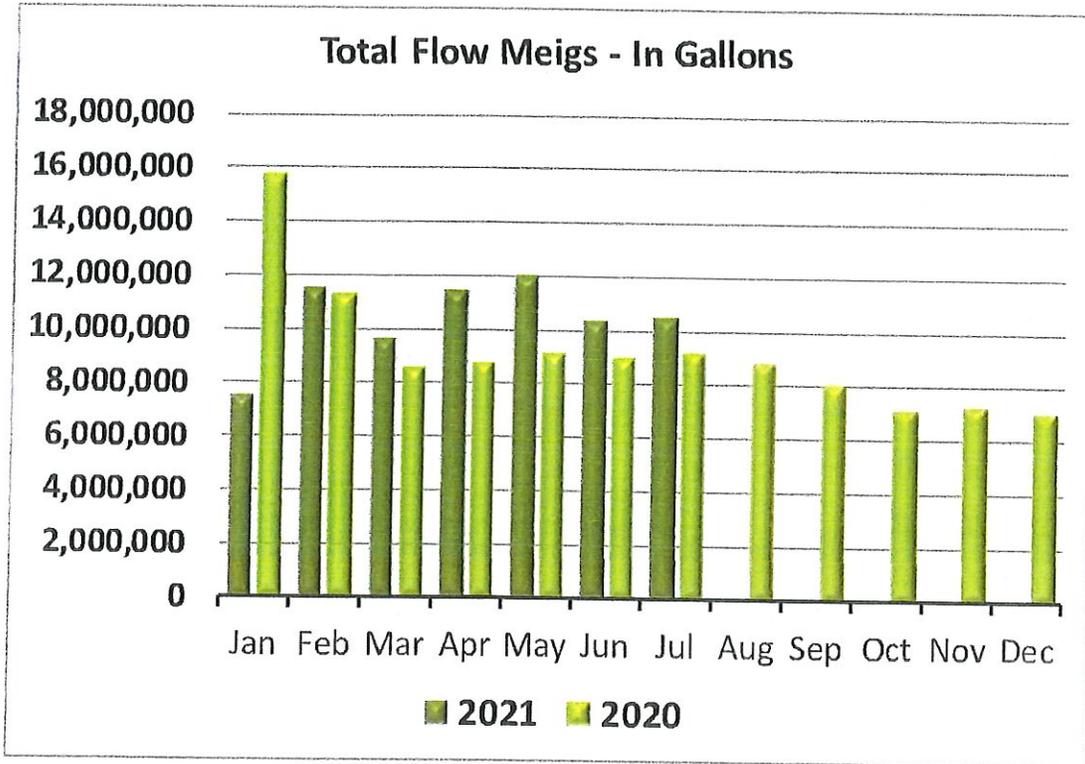


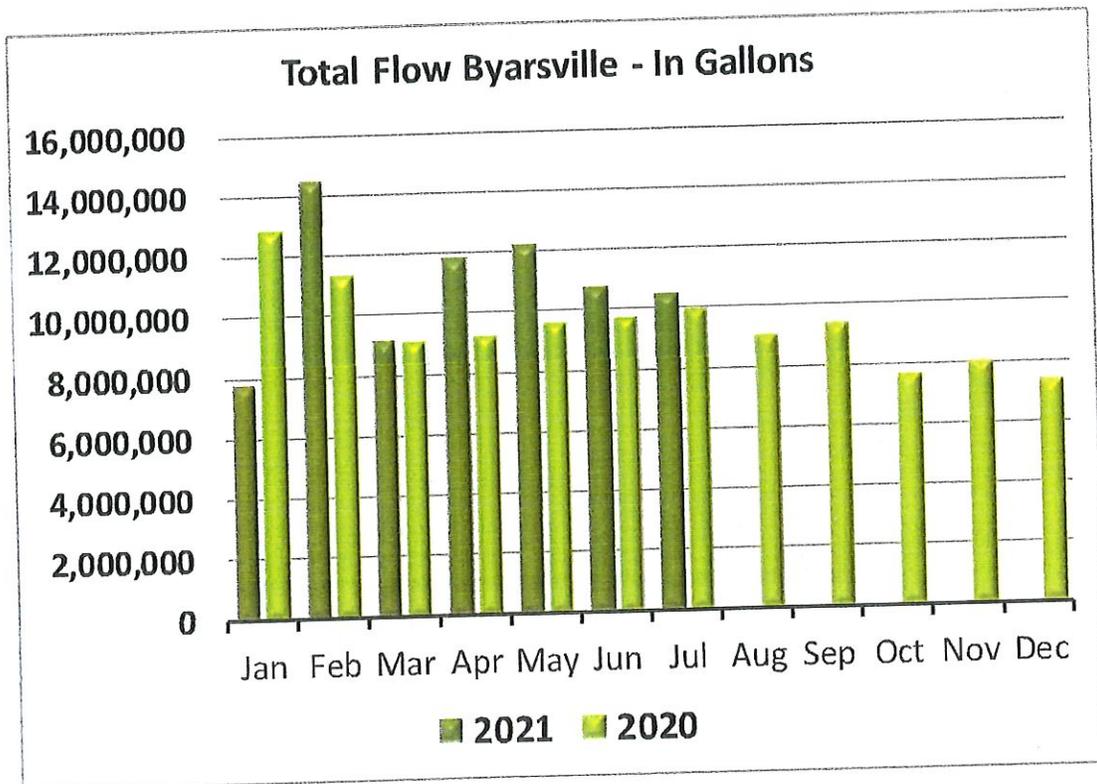
- On the 27th we had an alarm from the regional lift station. Upon arrival it was determined that one pump was not working. The pump was pulled and was not plugged which means we need a new pump for replacement. Iowa pump works has been contacted.
- On the afternoon of the 27th we got the second pump pulled at the Rainwater lift station on Meigs St. The pump had a 2x4 and a plastic canvas wrapped in the pump. The items were removed, and the pump turned on. The pump was sent into the shop to check the seal bearings and rotation to make sure the pump was not off balance.

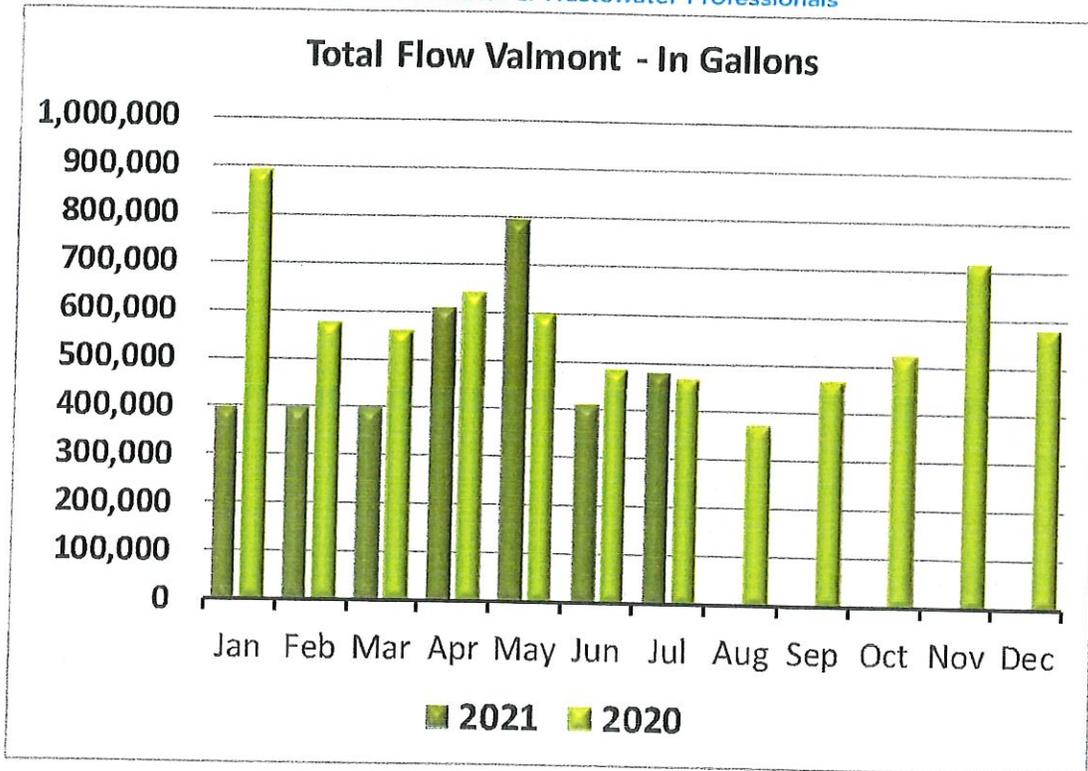
This Month **Last Month** **Same Month
Last Year**

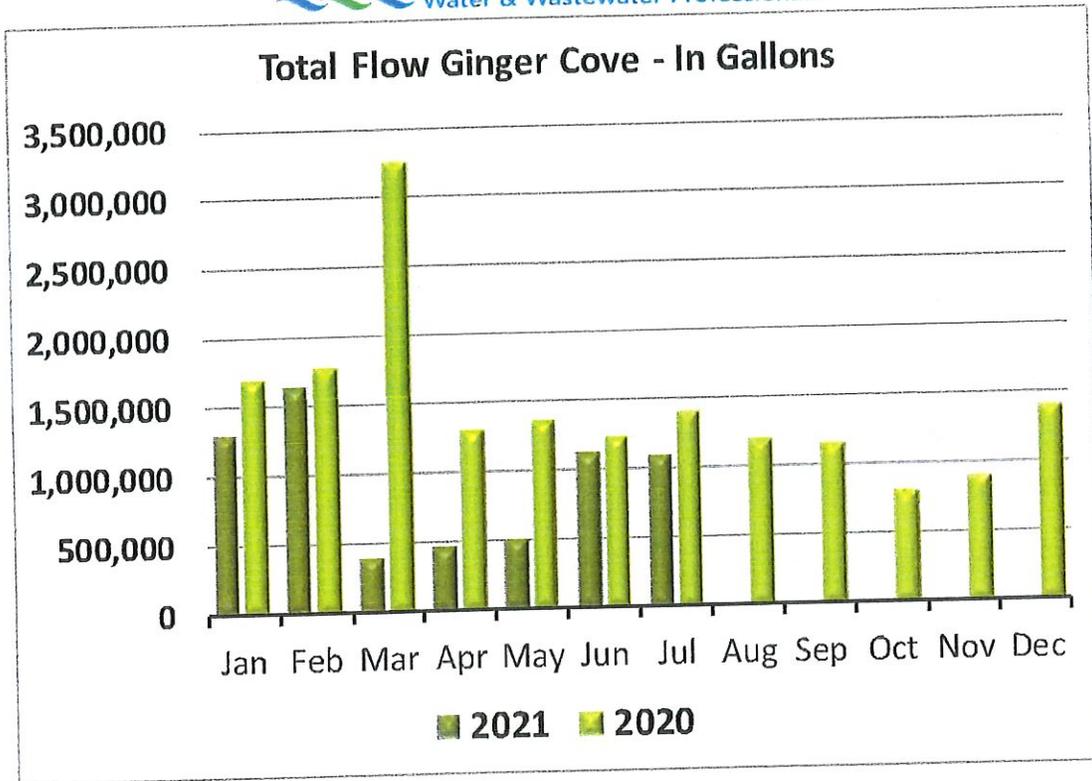
Water	Units	July-21	June-21	July-20
Total Monthly Pumped Valley	gallons	36,174,000	37,226,000	40,988,000
Daily Average Pumped Valley	gallons	1,205,800	1,240,866	1,322,193
Average Fluoride Residual	mg/L	0.09	0.08	1.01
Fluoride used	lbs	367.50	386.50	624.00
Average Chlorine Residual	mg/L	0.12	0.14	0.16
Chlorine used	lbs	222.80	243.70	183.90
Potassium Permanganate	lbs	978.00	1,500.00	2,134.00
Wastewater				
Effluent Flow				
Total Flow Meigs Street	gallons	10,484,000	10,356,000	9,192,000
Avg Daily Flow Meigs Street	gallons	349,466	345,200	296,516
Total Flow Byarsville	gallons	10,491,000	10,784,000	9,908,000
Avg Daily Flow Byarsville	gallons	349,700	359,466	319,612
Total Flow Valmont	gallons	481,000	410,000	428,780
Avg Daily Flow Valmont	gallons	16,586	13,666	13,831
Total Flow Ginger Cove	gallons	1,092,720	1,126,128	974,678
Avg Daily Flow Ginger Cove	gallons	35,249	37,537	31,441
Total Flow Ginger Woods	gallons	552,000	400,860	443,058
Avg Daily Flow Ginger Woods	gallons	17,806	13,362	14,292
Lift Station Data				
Gardiner St Rainwater Total Runtime	hours	0.00	0.00	0.00
Valhaven (#1) Total Runtime	hours	12.00	7.30	0.00
Valhaven (#2) Total Runtime	hours	12.00	7.30	8.90
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	20.40	18.30	27.10
Valley Shores (1) Pump 2 Total Run	hours	17.00	15.60	24.00
Valley Shores (2) Pump 1 Total Run	hours	37.10	236.60	113.80
Valley Shores (2) Pump 2 Total Run	hours	39.90	61.60	119.20
Valley Shores (3) Pump 1 Total Run	hours	10.60	9.30	6.30
Valley Shores (3) Pump 2 Total Run	hours	10.40	9.40	6.10
Regional Pump #1 Total Runtime	hours	23.50	12.10	20.30
Regional Pump #2 Total Runtime	hours	40.30	13.10	19.60
Mallard (1) Pump 1 Total Runtime	hours	15.10	12.50	15.30
Mallard (1) Pump 2 Total Runtime	hours	16.00	13.30	17.80
Mallard (2) Pump 1 Total Runtime	hours	14.70	6.20	5.40
Mallard (2) Pump 2 Total Runtime	hours	0.00	4.00	7.00
Mallard (3) Pump 1 Total Runtime	hours	26.80	23.60	24.10
Mallard (3) Pump 2 Total Runtime	hours	26.20	22.70	22.40
Mallard (4) Pump 1 Total Runtime	hours	27.20	43.30	22.80
Mallard (4) Pump 2 Total Runtime	hours	27.40	46.50	20.50
Bluewater (1) Pump 1 Total Runtime	hours	12.80	9.80	5.30
Bluewater (1) Pump 2 Total Runtime	hours	24.80	20.80	15.50
Bluewater (2) Pump 1 Total Runtime	hours	54.00	19.70	10.80
Bluewater (2) Pump 2 Total Runtime	hours	57.90	20.40	13.80
Bluewater (3) Pump 1 Total Runtime	hours	29.60	16.00	40.20
Bluewater (3) Pump 2 Total Runtime	hours	26.30	26.70	90.60
Bluewater (4) Pump 1 Total Runtime	hours	33.40	3.80	47.60
Bluewater (4) Pump 2 Total Runtime	hours	52.50	7.20	4.00
Bluewater (5) Pump 1 Total Runtime	hours	0.00	15.00	7.30
Bluewater (5) Pump 2 Total Runtime	hours	0.00	0.00	17.60
Bluewater (6) Pump 1 Total Runtime	hours	11.00	10.00	8.70
Bluewater (6) Pump 2 Total Runtime	hours	59.20	12.40	42.70
Bluewater (7) Pump 1 Total Runtime	hours	5.80	4.50	29.80
Bluewater (7) Pump 2 Total Runtime	hours	5.20	4.40	18.70
Ginger Cove (1) Pump 1 Total Runtime	hours	0.00	18.30	37.41
Ginger Cove (1) Pump 2 Total Runtime	hours	78.50	17.60	32.61
Ginger Cove (2) Pump 1 Total Runtime	hours	0.00	0.00	27.90
Ginger Cove (2) Pump 2 Total Runtime	hours	26.00	19.50	68.10
Ginger Cove (3) Pump 1 Total Runtime	hours	42.10	32.90	51.40
Ginger Cove (3) Pump 2 Total Runtime	hours	23.90	19.70	29.80
Ginger Woods (1) Pump 1 Total Runtime	hours	5.20	3.00	2.50
Ginger Woods (1) Pump 2 Total Runtime	hours	6.50	3.00	2.50
Ginger Woods (2) Pump 1 Total Runtime	hours	20.10	10.70	11.19
Ginger Woods (2) Pump 2 Total Runtime	hours	8.80	11.40	11.19
Ginger Woods (3) Pump 1 Total Runtime	hours	41.20	41.60	48.00

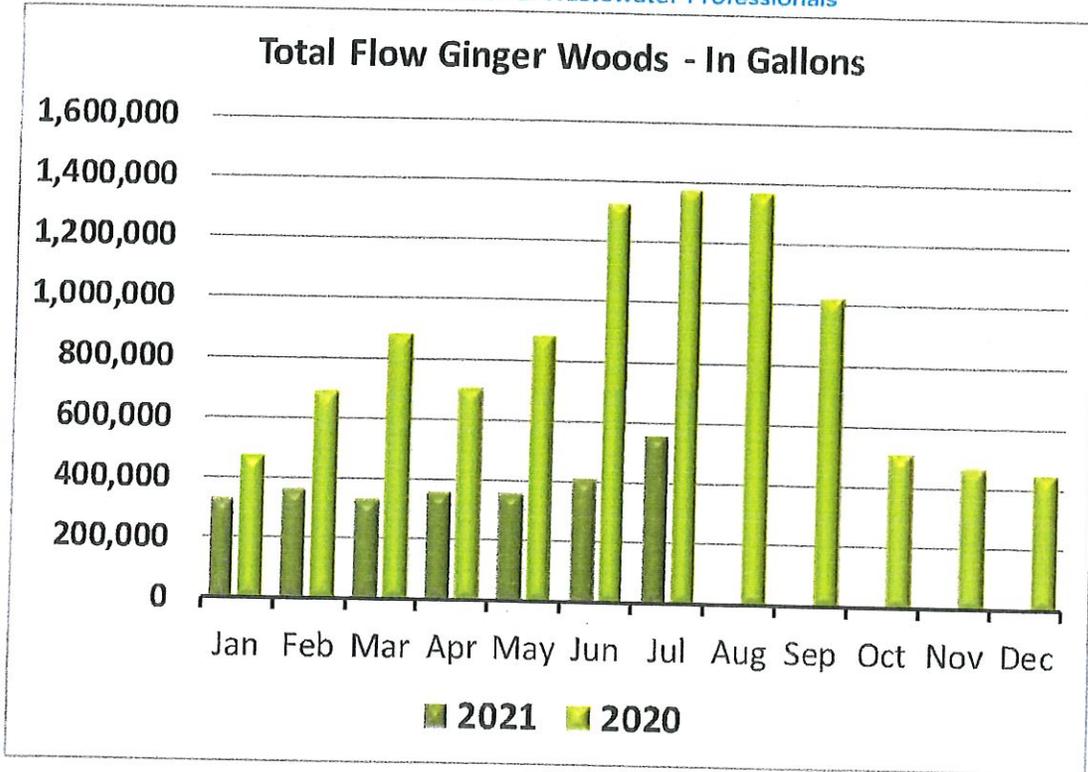














Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Maintenance Budget	\$27,008.00	\$33,859.00	125%	83%
Total	\$27,008.00	\$33,859.00	125%	100%

July Work Orders Completed

Date completed	Equipment	Location	Task
7/15/2021	BYERSVILLE LS EMERGENCY GENERATOR	5029 Valley, NE	LS Monthly PM
7/15/2021	COUNTRY AIRE LIFTSTATION	5029 Valley, NE	LS Monthly PM
7/12/2021	DAIRY QUEEN LIFTSTATION	5029 Valley, NE	LS Monthly PM
7/23/2021	MALLARD LANDING LIFT STATION 1	5029 Valley, NE	LS Monthly PM
7/23/2021	MALLARD LANDING LIFT STATION 2	5029 Valley, NE	LS Monthly PM
7/23/2021	MALLARD LANDING LIFT STATION 3	5029 Valley, NE	LS Monthly PM
7/23/2021	MALLARD LANDING LIFT STATION 4	5029 Valley, NE	LS Monthly PM
7/15/2021	MEIGS LS EMERGENCY GENERATOR	5029 Valley, NE	LS Monthly PM
7/23/2021	REGIOINAL LS EMERGENCY GENERATOR	5029 Valley, NE	LS Monthly PM
7/14/2021	VALHAVEN LIFTSTATION	5029 Valley, NE	LS Monthly PM
7/15/2021	BLUEWATER LIFTSTATION 1	5029 Valley, NE	LS Monthly PM
7/15/2021	BLUEWATER LIFTSTATION 1	5029 Valley, NE	LS Annual PM
7/15/2021	BLUEWATER LIFTSTATION 2	5029 Valley, NE	LS Monthly PM
7/14/2021	BLUEWATER LIFTSTATION 2	5029 Valley, NE	LS Annual PM
7/14/2021	BLUEWATER LIFTSTATION 3	5029 Valley, NE	LS Monthly PM
7/14/2021	BLUEWATER LIFTSTATION 3	5029 Valley, NE	LS Annual PM
7/13/2021	BLUEWATER LIFTSTATION 4	5029 Valley, NE	LS Monthly PM
7/13/2021	BLUEWATER LIFTSTATION 4	5029 Valley, NE	LS Annual PM
7/15/2021	BLUEWATER LIFTSTATION 5	5029 Valley, NE	LS Monthly PM
7/14/2021	BLUEWATER LIFTSTATION 5	5029 Valley, NE	LS Annual PM
7/14/2021	BLUEWATER LIFTSTATION 6	5029 Valley, NE	LS Monthly PM
7/14/2021	BLUEWATER LIFTSTATION 6	5029 Valley, NE	LS Annual PM
7/15/2021	BLUEWATER LIFTSTATION 7	5029 Valley, NE	LS Monthly PM
7/14/2021	BLUEWATER LIFTSTATION 7	5029 Valley, NE	LS Annual PM
7/23/2021	GINGER COVE LIFT STATION #1	5029 Valley, NE	LS Monthly PM
7/23/2021	GINGER COVE LIFT STATION #2	5029 Valley, NE	LS Monthly PM
7/23/2021	GINGER COVE LIFT STATION #3	5029 Valley, NE	LS Monthly PM
7/23/2021	GINGER WOODS LIFT STATION #1	5029 Valley, NE	LS Monthly PM
7/23/2021	GINGER WOODS LIFT STATION #2	5029 Valley, NE	LS Monthly PM
7/23/2021	GINGER WOODS LIFT STATION #3	5029 Valley, NE	LS Monthly PM

PeopleService INC.
 Water & Wastewater Professionals

7/7/2021	LIFT STATION #1-VALLEY,NE SYST	5029 Valley, NE	LS Monthly PM
7/23/2021	VALLEY SHORES LIFT STATION 1	5029 Valley, NE	LS Monthly PM
7/23/2021	VALLEY SHORES LIFT STATION 2	5029 Valley, NE	LS Monthly PM
7/23/2021	VALLEY SHORES LIFT STATION 3	5029 Valley, NE	LS Monthly PM
7/16/2021	VALMONT LIFT STATION	5029 Valley, NE	LS Monthly PM
7/15/2021	AIR COMPRESSOR	6029 Valley, NE	Inspection
7/15/2021	WATER PLANT REGAL GAS DETECTOR	6029 Valley, NE	Monthly PM
7/12/2021	PORTABLE GAS MONITOR	6029 Valley, NE	Calibrate Equipment
7/15/2021	FIRE EXTINGUISHERS	6029 Valley, NE	Inspection

CITY OF VALLEY

VALLEY PLANNING COMMISSION

Attention was directed to the open meeting act posted in the back of the chamber

July 20, 2021

Valley City Hall

4:30 PM

Members Present: Larry Bottger Chairman, Joe Lathrop, Duane Prorok, Mark Conrey, Scott Burke, Greg Kava, Brian Foutch

Members absent: Greg Sunde, Jim Tomanek

Due to a mix-up between and City of Valley and the Douglas County Post-Gazette, no proof of publication was placed in the paper prior to this meeting. The Planning Board was advised by City of Valley attorney Jeff Farnam that no official meeting should take place. All items on the agenda for July will be moved to the August meeting.



Joe Lathrop

Secretary



DAILY RECORDS**July 2021**

This month

Last month

Last year

LIBRARY VISITS:

	Adults	312	364	139
	Children	227	398	27
Computers	Adults	13	30	20
	Children	0	9	4
Fax/Copies		12	31	12

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	100	161	113
-------	-----	-----	-----

PROGRAM ATTENDANCE:

*All teen/children/pre-k programming was passive due to COVID-19.

	Adults	49	38	12
7/3 Knit & Crochet – 4; 7/8 Board Meeting – 4; 7/10 Knit & Crochet – 7; 7/19 Book Club – 5; 7/22 Baby Shower – 10; 7/24 Knit & Crochet – 5; 7/31 Knit & Crochet – 6	Teens	0	3	0
Teen Room Riddles – 0;	Children	121	148	57
7/1 Read to a Dog (RTAD) – 4; 7/8 RTAD – 5; 7/22 RTAD – 3; 7/29 RTAD – 1; Take & Make Crafts – 49; Weekly Animal Scavenger Hunt – 71	Pre-K	38	30	0
7/12 Read & Play – 38	Total	208	219	69

New patrons (indicate Valley, other Douglas Co., non-DC)

Valley 6, other DC 0, Non DC 0

Total	6	14	9
Volunteers/hours	0/0	0/0	0/0

MATERIALS CHECKED OUT:

Adult	275	308	151
Children	576	582	143
Overdrive	227	210	206

Valley Cemetery Board
Valley City Hall
August 4, 2021
6:30 PM



Present: Dean Slader, Kurt Muhle, Gerri Nordell, Betty Willmer, and Sharon Wilson

Meeting called to order at 6:40 P.M.

Dean noted Open Meeting Act on north wall of meeting room.

Corrections to minutes none. Motion to approve Kurt and seconded by Sharon. All in favor. Motion carried.

Old business:

Cemetery Pole Project-It is now to be here when 3M gets theirs done. Goal now to be in next 10 days for the foundation.

Everett Lerew was suggested to be new member for the board by Gerri Nordell and seconded by Kurt Muhle. All in favor.

Betty will write letter to mayor and council with recommendation by board for approval.

We will try to have meetings on Thursdays in future. We will try for October 7, 2021 at 6:30. We will let Cheryl know about new time.

Horses got loose in cemetery but were taken care as soon as found with no problem.

Headstones stored in old jail were discussed. Gerri will look for death certificates to see if buried in Valley Cemetery.

Budget for 21-22 looked to be OK. Kurt approved Sharon seconded. All in favor.

Kurt called for adjournment and Gerri seconded. Adjournment 7:45.

Secretary,

Betty Willmer

ORDINANCE NO. 756

AN ORDINANCE TO AMEND AN EXISTING SECTION OF THE CITY OF VALLEY MUNICIPAL CODE RELATING TO THE APPOINTED OFFICE OF CITY ADMINISTRATOR; TO AMEND AN EXISTING SECTION OF THE CITY OF VALLEY MUNICIPAL CODE RELATING TO THE APPOINTED OFFICE OF CITY CLERK; TO AMEND AN EXISTING SECTION OF THE CITY OF VALLEY MUNICIPAL CODE RELATING TO THE APPOINTED OFFICE OF CITY TREASURER; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH.

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

Section 1. Section 1-201 of the Valley Municipal Code is hereby repealed.

Section 2. Section 1-201 of the Valley Municipal Code shall hereafter be as follows:

§ 1-201: APPOINTIVE OFFICERS

The Mayor, at the first regular meeting of the City Council held after he/she takes office or as soon as he/she can reasonably do so, may appoint, with the advice and consent of the Council, a city administrator, city clerk, city engineer, city attorney, city police chief, public works superintendent and water superintendent. The Mayor shall also appoint whatever other officials of the City he/she deems necessary, who shall serve at the pleasure of the City Council.

Section 3. Section 1-203 of the Valley Municipal Code is hereby repealed.

Section 4. Section 1-203 of the Valley Municipal Code shall hereafter be as follows:

§ 1-203: CITY ADMINISTRATOR; DUTIES AND POWERS

1. There is hereby established the office of City Administrator.
2. The City Administrator shall be the chief administrative office of the City and shall serve as administrative agent for the Mayor and the City Council in the supervision of the offices and good government of the City. All departments of the City, except the Police Department, shall be under the administrative supervision and direction of the City Administrator, and the Mayor and City Council shall deal with all departments of the City and employees through the City Administrator. Such office shall be filled by appointment of the Mayor by and with the consent of the City Council, and the person filling such office shall serve at the Mayor's pleasure.
3. In the performance of the City Administrator's role as chief administrative office of the City, the City Administrator shall have the following duties and powers:
 - A. Maintain all city, general, utility, payroll, revenue sharing and bond retirement financial records and reports.
 - B. Supervise payroll, maintain permanent payroll records, collect payroll deductions and remit the same according to law.
 - C. Administer city comprehensive, business, employee

health, dental, self-insurance, workmen's compensation, unemployment and other insurance programs and employee retirement programs.

- D. Serve as city personnel director.
- E. Assist and supervise all city department heads in general operation of their departments, but not to include the making of operational decisions made by said department heads. In pursuance of this provision, the City Administrator shall meet periodically with department heads.
- F. Supervise personnel evaluation programs.
- G. Prepare and submit to the mayor annual evaluations of all city personnel under his/her supervision.
- H. Supervise city office personnel.
- I. Coordinate employment application procedures and interviews.
- J. Generally supervise the city zoning officer/building inspector and his/her assistants.
- K. Serve as city purchasing agent for all departments.
- L. Assume general responsibility in conjunction with department heads for maintenance of perpetual inventories for each department.
- M. Assume general responsibility for accident, injury and damage reports and supervision over periodic department safety meetings.
- N. Attend City Council, board, commission or committee meetings when indicated.
- O. Assume general responsibility for budget preparation and periodic budget reports to mayor and City Council.

Section 5. Section 1-204 of the Valley Municipal Code is hereby repealed.

Section 6. Section 1-204 of the Valley Municipal Code shall hereafter be as follows:

§ 1-203: CITY CLERK; DUTIES AND POWERS

The office of City Clerk is hereby merged and combined with the appointive office of City Treasurer. The merged and combined offices shall be known as the City Clerk/Treasurer.

The duties of the City Clerk will be those set forth herein and as set forth specifically in the job description separately adopted by the Mayor and City Council. The City Clerk shall have custody of all laws and ordinances. He/she shall:

1. Keep a current journal of the proceedings of the City Council.
2. Maintain a complete record of all outstanding bonds against the City, showing the number and amount of each, for and to whom the said

bonds were issued and all other pertinent information in regard to said bonds.

3. Take possession of all books, papers and all other official records of the City and maintain said records in a safe place.
4. Have custody of the seal of the City and all written official papers.
5. Attend the meetings of the City Council and keep a minute record of the proceedings thereof.
6. Maintain an account of all of the appropriations of the several funds of the City.
7. Draw, sign and attest all warrants ordered for payment on a particular fund from which the same is payable, and at the end of each month make a report of the amount appropriated to each fund and the amount of warrants drawn thereon.
8. Attest to the mayor's signature when necessary and attach the city seal to all official documents.
9. Whenever any claim presented by any person has been disallowed by the City Council, notify said claimant of said disallowance by the Council within five days after such disallowance.
10. Account for all money received in the normal course of city business and keep a proper record of all monies received, issuing a proper receipt to those parties making payment to the account of the City.
11. Publish all notices required in the performance of his/her duties and keep a record of all published notices; keep a record of the publisher's affidavit of said publication if said notices are published in a legal newspaper.
12. Maintain all books and public records of the City for public inspection by any resident of the City during normal business hours.
13. Make a notation on all correspondence received as to the date of receipt and, as soon as possible, convey said correspondence to the appropriate official of the City.
14. Keep and maintain all other legal papers required to be maintained by these ordinances or by Nebraska state law.
15. Maintain a minute book wherein shall be recorded all of the formal and informal actions of the mayor and City Council, and maintain a record of the various ordinances and resolutions passed by the Council. The minutes of any meeting of the Council shall be written and available for public inspection within ten working days of the meeting or prior to the next convened meeting, whichever occurs earliest, except that an additional ten days shall be allowed for writing and making available for inspection such minutes in the event of the clerk's serious illness or an emergency which prevents him/her from writing such minutes and making them available to the general public within ten working days as set forth herein.
(Ref. Neb. Rev. Stat. §17-605, 19-1102, 19-1104, 84-1201 through 84-1220, 84-712)

Section 7. Section **1-205** of the Valley Municipal Code is hereby repealed.

Section 8. Section **1-205** of the Valley Municipal Code shall hereafter be as follows:

§ 1-203: CITY TREASURER; DUTIES AND POWERS

The office of City Treasurer is hereby merged and combined with the appointive office of City Clerk. The merged and combined offices shall be known as the City Clerk/Treasurer.

The duties of the City Treasurer will be those set forth herein and as set forth specifically in the job description separately adopted by the Mayor and City Council. The City Treasurer shall:

1. Deposit, and at all times keep on deposit for safekeeping, in banks or other institutions of approved and responsible standing, all money collected, received or held as treasurer. Such deposits shall be subject to all regulations imposed by law or adopted by the City for the receiving and holding thereof. A bond or pledged securities shall be required from all banks or financial institutions in which municipal funds are deposited in any amount exceeding that amount insured by the Federal Deposit Insurance Corporation.
2. Keep a separate account of each and every fund or appropriation and the debits and credits belonging to the City.
3. Provide a receipt for anyone paying money into the city treasury if such person requests a receipt, specifying the date of payment and on what account paid, and also file copies of said receipts with his/her monthly reports made to the mayor and City Council.
4. At the end of each month and as often as may be required, render a report to the mayor and City Council showing, under oath, the condition of the various accounts of the treasury at the time of such reports and the balance in the treasury; and accompany such accounts with a statement of all receipts and disbursements, together with all warrants paid which, with any and all vouchers held, shall be filed with his/her accounts in the city clerk's office.
5. Keep a record, in a book suitable for that purpose, of each and every warrant paid and from what fund paid.
6. Procure and keep a warrant register which shall show the number, date and amount of each warrant presented and registered as hereinafter provided, the particular fund upon which the same is drawn, the date of presentation, the name and address of the person in whose name the same is registered, the date of payment, the amount of interest, and the total amount paid thereon, with the date when the notice to such person in whose name such warrant is registered is mailed as hereinafter provided. It shall be the duty of the city treasurer, upon presentation of any warrant for payment, in the presence of such person to enter such warrant in the warrant register for payment in the order of its presentation and, upon every warrant as presented and registered, endorse "Registered for Payment" with the date of such registration and register number; and sign such endorsement, whereupon such warrant shall draw interest at the legal rate from the date of registration until notice of payment shall be given to the holder as provided by law.

(Ref. Neb. Rev. Stat. §17-606 through 17-609, 84-712)

Section 9. This Ordinance shall take effect and be in force after its passage and approval, as provided by law.

Section 10. If any section, clause, provision or part or portion of any section, clause or provision of this ordinance or the application thereof to any person or circumstance is held unconstitutional, such invalidity or unconstitutionality shall not affect the validity or application of any other section, clause, provision or part or portion of this ordinance.

Section 11. All ordinances or parts thereof in conflict herewith are hereby repealed.

PASSED AND APPROVED THIS _____ DAY OF AUGUST, 2021.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

ATTEST:

Cheryl K. Eckerman, Assistant Clerk

ORDINANCE NO. 757

AN ORDINANCE OF THE CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA, RELATING TO THE SALARIES OF THE EMPLOYEES OF THE CITY OF VALLEY, NEBRASKA; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH.

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

SECTION 1. Salaries. The salaries or hourly wages of the officers and employees of the City of Valley, Douglas County, Nebraska, shall be as follows.

<u>OFFICER OR EMPLOYEE</u>	<u>SALARY</u>
Mayor	1,125.00 per quarter 75.00 per special meeting
Council Members	750.00 per quarter 60.00 per special meeting
City Administrator	65,000 – 90,000 annually
Clerk/Treasurer	20.00 – 34.00 per hour
Assistant Clerk/Treasurer	20.00 – 32.00 per hour
Deputy City Clerk	15.00 – 27.00 per hour
General Clerical	12.00 – 18.00 per hour
Police Chief	45,000 – 70,000 annually
Police Sergeant	20.00 – 37.00 per hour
Police Officers, certified	19.00 – 32.00 per hour
Police Officer, Part-time	19.00 – 25.00 per hour
Zoning Administrator/Building Inspector	25.00 – 37.00 per hour
Public Works Superintendent	52,000 – 80,000 annually
Assistant Public Works Superintendent	20.00 – 32.00 per hour
Maintenance 1 or 2	13.00 – 27.00 per hour
Utility Clerk	15.00 – 25.00 per hour
Library Director	18.00 – 24.00 per hour

Assistant Librarian 12.00 - 17.00 per hour

Seasonal / Temporary 12.00 - 17.00 per hour

SECTION 2. Pension. An IRA of 1%, 2% or 3% of gross wages, exclusive of overtime, for all qualifying employees as defined in the personnel manual. IRA contribution percentage for the subsequent year shall be chosen by each employee between December 15 and December 31. Employee agrees to match City's percentage of IRA contribution up to a maximum of 3%.

SECTION 3. Insurance. Health and Accident, Term Life, Vision and Dental Insurance for all qualifying employees, as defined in the personnel manual.

SECTION 4. Employee Compensation. Following one (1) full year of service, the first pay period in January becomes the anniversary date for pay increases, (if any) based on the Consumer Price Index for All Urban Consumers, (CPI-U).

SECTION 5. This ordinance shall take effect after its passage and approval, as provided by law.

SECTION 6. If any section, clause, provision, or part or portion of any section, clause, or provision of this ordinance or the application thereof to any person or circumstance is held unconstitutional, such invalidity or unconstitutionality shall not affect the validity or application of any other section, clause, provision or part or portion of this ordinance.

SECTION 7. All ordinances or parts hereof in conflict herewith are hereby repealed.

PASSED AND APPROVED this 10th day of August, 2021

CITY OF VALLEY, DOUGLAS
COUNTY, NEBRASKA

Cindy Grove, Mayor

ATTEST:

Cheryl K. Eckerman, Assist. Clerk

RESOLUTION NO. 2021- 39

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

WHEREAS, the City has unmerged the office of City Administrator from the positions of City Clerk and City Treasurer; and

WHEREAS, the positions of City Clerk and City Treasurer remain merged into one position to be known as the City Clerk/City Treasurer; and

WHEREAS, pursuant to the City of Valley Municipal Code, the office of City Administrator and the office of City Clerk/City Treasurer are to be filled by appointment of the Mayor by and with the consent of the City Council.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Mayor of the City of Valley hereby appoints _____ to serve as City Administrator and the City Council of Valley, Nebraska hereby consents to the appointment of _____ to serve as City Administrator.
2. The Mayor of the City of Valley hereby appoints Cheryl K. Eckerman to serve as City Clerk/City Treasurer and the City Council of Valley, Nebraska hereby consents to the appointment of Cheryl K. Eckerman to serve as City Clerk/City Treasurer.

PASSED AND APPROVED this 10th day of August, 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

**MANAGER APPLICATION
INSERT - FORM 3c**

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



MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: CASEY'S RETAIL COMPANY

Premise information

Liquor License Number: 101668 Class Type _____ (if new application leave blank)

Premise Trade Name/DBA: CASEY'S GENERAL STORE 3206

Premise Street Address: 3206 210 W REICHMUTH RD

City: VALLEY County: DOUGLAS Zip Code: 681172825

Premise Phone Number: 4027348070

Premise Email address: MIKAEL.LAGE@CASEYS.COM

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).

Julia J. Jackowski CASEY'S RETAIL COMPANY SECRETARY/OFFICER

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)



2100007228

0400
02/19

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

JUN 28 2021

**NEBRASKA LIQUOR
CONTROL COMMISSION**

FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED

MANAGER MUST:

- Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who **will not** participate in the business, **spouse must:**

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half, the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who **will** participate in the business, the **spouse must:**

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert not required

BARCODE

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: CARTER First Name: KRYSTAL MI: M

Home Address: 1616 NW 54th Ct.

City: Lincoln County: Lancaster Zip Code: 68528

Home Phone Number: 515-782-2301

Driver's License Number & State: [REDACTED]

Social Security Number: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: Lincoln Nebraska

Email address: KRYSTAL.CARTER@CASEYS.COM

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES

NO

Spouse's information

Spouses Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____

Driver's License Number & State: _____

Date Of Birth: _____ Place Of Birth: _____

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS
APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Palmyra, Ne.	2017	2018			
Bennet, Ne.	2011	2017			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2009	2021	Casey's General Stores	Dave Johnson	605-370-4654
2008	2009	Picture Me Portraits	No longer in business	N/A

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Krystal Carter	Jan 2021	Lincoln Ne	SPD 11-15 MPH	Paid Citation

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

CASEY'S GENERAL STORES - MULTIPLE NEBRASKA STORES- PLEASE SEE LIST

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: 6/22/2021 Name on Certificate: Krystal Marie Carter

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
KRYSTAL MARIE CARTER	6/22/2021	RBST

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Krystal Carter Region Director	Aug 2009	Casey's General Stores Nebraska Locations

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.



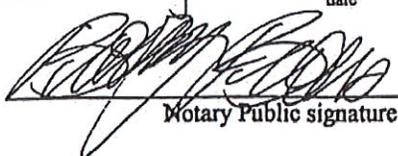
Signature of Manager Applicant

Signature of Spouse

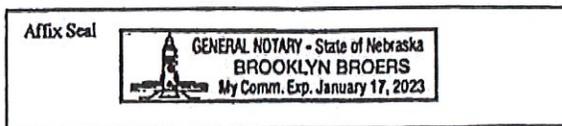
ACKNOWLEDGEMENT

State of Nebraska
County of Lancaster The foregoing instrument was acknowledged before me this

24th day of JUNE, 2021 by KRYSTAL M. CARTER
date NAME OF PERSON BEING ACKNOWLEDGED



Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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



THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****

The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

******Please Submit this form with your completed application to the Liquor Control Commission******

Trade Name CASEY'S RETAIL COMPANY

Name of Person Being Fingerprinted: KRYSTAL CARTER

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: 6/21/2021

Location where fingerprints were taken: NEBRASKA STATE PATROL 3800 NW 12TH LINCOLN NE.

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Kristal Carter
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

Precinct: 01F03

Polling Place: Party: DEM

Air Park West Rec. Center

3720 NW 46th St

Lincoln

Legislative District 21

County Commissioner DIST 02

Lincoln City Council DIST 04

Lower Platte South NRD SubD 1

Lincoln Public Schools

LPS School Board DIST 03

Southeast Com College Dist 4

Lancaster County, State of Nebraska

1985488

Krystal M Carter

1616 NW 54th Ct

Lincoln, NE 68528





[Back to Lookup](#) / [Registrant Detail](#)

Krystal M Carter

Political Party
Democratic

Precinct
01F03

Election Details

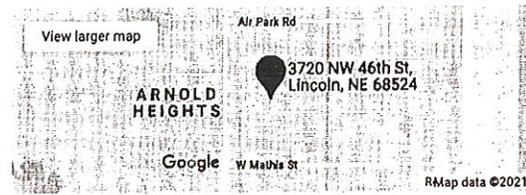
05/04/2021 City of Lincoln-General

We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

Polling Location

Air Park West Rec. Center

📍 3720 NW 46th St Lincoln, NE 68524
(Enter South Door)



Ballot Styles

01F03 Style 2

Districts

Show ▾

© Copyright 2021 - ESSVR, LLC. All rights reserved.

Certificate of Achievement

- for those who serve or sell alcohol in Nebraska

KRYSTAL MARIE CARTER

holds a

State Alcohol certificate

Permit # RB-0139660

Permit Expires: 06-22-2024 Amount Paid: \$



Responsible Beverage Service Training
N E B R A S K A



General	Credential	Number	Earned	Expires
Krystal Marie Carter 230 monroe st Bennet NE 68317	STATE ALCOHOL	RB-0139660	06-22-2021	06-22-2024

ORDINANCE NO. 758

AN ORDINANCE VACATING A PORTION OF THE FINAL PLAT OF L&J SUBDIVISION, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, LEGALLY DESCRIBED AS OUTLOT "B", A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH.

WHEREAS, on September 8, 2020, the City Council of Valley, Nebraska approved the Final Plat for L&J Subdivision, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska ("L&J Subdivision"); and

WHEREAS, the Final Plat for L&J Subdivision was recorded on April 28, 2021 in the Records of the Register of Deeds of Douglas County, Nebraska at Instrument No. 2021055270; and

WHEREAS, JAME K. JENSEN, TRUSTEE OF THE JAME K. JENSEN REVOCABLE TRUST, owner of record of Outlot "B", L&J Subdivision, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska of the City of Valley, Nebraska, has petitioned the City of Valley for the vacation of the portion of the Final Plat for L&J Subdivision legally described as Outlot "B", L&J Subdivision, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, the Planning Commission has recommended vacation of the portion of the Final Plat for L&J Subdivision legally described as Outlot "B", L&J Subdivision, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, it is in the best interests of the City to vacate a portion of the Final Plat for L&J Subdivision legally described as Outlot "B", L&J Subdivision, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

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

Section 1. The Recitals hereinabove are incorporated herein as if fully set forth.

Section 2. Pursuant to Neb. Rev. Stat. § 19-917, the portion of the Final Plat of L&J Subdivision legally described as Outlot "B", L&J Subdivision, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska, is hereby vacated.

Section 3. Except for that portion of the Final Plat for L&J Subdivision legally described as Outlot "B", L&J Subdivision, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska the remainder of the Final Plat for L&J Subdivision is not being vacated at this time.

Section 4. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Any other ordinance or section passed and approved prior to passage, approval, and publication of this ordinance and in conflict with its provisions is repealed.

Section 6. This ordinance shall take effect and be in full force after its passage, approval, and publication as required by law.

Passed and approved this 10th day of August, 2021.

Mayor Cindy Grove

(S E A L)

Cheryl K. Eckerman, City Clerk
City of Valley, Nebraska

RESOLUTION 2021-40

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 2016, 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 2016, dated December 15, 2016, in the original aggregate principal amount of \$1,760,000 (the "Series 2016 Bonds"), of which \$1,465,000 in aggregate principal amount is presently outstanding. The Series 2016 Bonds were authorized by an ordinance (the "Series 2016 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 Sanitary Sewer and Storm Water Sewer Bond Anticipation Notes, Series 2015, dated December 16, 2015 (the "Prior Notes"), and (ii) paying the costs of issuing the Series 2016 Bonds. The City issued the Prior Notes to (i) pay the costs of constructing sanitary sewer and storm sewer improvements within the City, and (ii) pay the costs of issuing the Prior Notes.

Section 2. As set forth in the Series 2016 Ordinance, the Series 2016 Bonds maturing on or after December 15, 2022 are subject to redemption at any time on or after December 15, 2021, as a whole or in part, at a redemption price equal to the principal amount of the Series 2016 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 2016 Bonds (the "Refunded Bonds"), and the payment of the redemption price of such bonds through and including December 15, 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 2016 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	2022	\$ 80,000	1.90%	PT2
Serial	2023	80,000	2.10	PU9
Serial	2024	80,000	2.25	PV7
Serial	2025	80,000	2.45	PW5
Serial	2026	85,000	2.60	PX3
Serial	2027	85,000	2.80	PY1
Serial	2028	90,000	3.00	PZ8
Serial	2029	90,000	3.20	QA2
Serial	2030	95,000	3.30	QB0
Serial	2031	95,000	3.45	QC8
Term	2036	530,000	3.75	QD6

The Series 2016 Bonds maturing on December 15, 2021 shall be paid at maturity. 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 2016 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 2021B (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 10th day of August, 2021.

CITY OF VALLEY, DOUGLAS
COUNTY, NEBRASKA

Cindy Grove, Mayor

Mike Stanzei, Council President

Linda Lewis, Council Member

Bryon Ueckert, Council Member

Chris TenEyck, Council Member

ATTEST:

Cheryl K. Eckerman, City Clerk

ORDINANCE NO. 759

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 \$1,440,000; 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 AND DISCLOSURE 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 2016, dated December 15, 2016, in the original aggregate principal amount of \$1,760,000 (the “Series 2016 Bonds”), of which \$1,465,000 in aggregate principal amount is presently outstanding. The Series 2016 Bonds were authorized by an ordinance (the “Series 2016 Ordinance”) duly passed and adopted by the City Council for the purpose of (i) refunding and redeeming its Sanitary Sewer and Storm Water Sewer Bond Anticipation Notes, Series 2015, dated December 16, 2015 (the “Prior Notes”), and (ii) paying the costs of issuing the Series 2016 Bonds. The City issued the Prior Notes to (i) pay the costs of constructing sanitary sewer and storm sewer improvements within the City, and (ii) pay the costs of issuing the Prior Notes.

(c) As set forth in the Series 2016 Ordinance, the Series 2016 Bonds maturing on or after December 15, 2022 are subject to redemption at any time on or after December 15, 2021, as a whole or in part, at a redemption price equal to the principal amount of the Series 2016 Bonds called for redemption, plus accrued interest on such principal amount being redeemed to the date of redemption.

(d) Since the issuance of the Series 2016 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 Series 2016 Bonds through the issuance of general obligation various purpose refunding Bonds of the City pursuant to the Act (as defined herein).

(e) By resolution of the City Council adopted on August 10, 2021, the City has duly authorized the redemption of all or a portion of the outstanding Series 2016 Bonds maturing on December 15, 2022 and thereafter (the “**Refunded Bonds**”) on December 15, 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 2016 Ordinance, after which date interest on such bonds shall cease. Any Series 2016 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 (i) 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 and (ii) policies and procedures to satisfy the issuance and post-issuance disclosure requirements of Rule 15c2-12 (as 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 17-913 et seq. 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 2021B, 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 August 10, 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 2016 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 \$1,440,000 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, 2036, (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, or, if requested by the Purchaser, such moneys may be deposited with an escrow agent acceptable to the City and the Purchaser prior to their deposit with the Refunded Bonds Paying Agent. The City hereby covenants and agrees to take all steps necessary and appropriate to provide for the calling and redemption of the Refunded Bonds on the Redemption Date.
- (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 (December 16, 2015).

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

(i) the Series 2016 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 (December 16, 2015).

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. 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 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: August 10, 2021.

CITY OF VALLEY, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
City Clerk

\$1,440,000
CITY OF VALLEY, NEBRASKA
GENERAL OBLIGATION VARIOUS PURPOSE REFUNDING BONDS
SERIES 2021B

BOND PURCHASE AGREEMENT

August 10, 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**”) \$1,440,000 in aggregate principal amount of the Issuer’s General Obligation Various Purpose Refunding Bonds, Series 2021B (the “**Bonds**”).

The Issuer is issuing the Bonds to (a) refund and redeem (i) \$1,390,000 in aggregate principal amount of its General Obligation Various Purpose Bonds, Series 2016, dated December 15, 2016, maturing as serial bonds on December 15 in the years 2022 through and including 2031 and as term bonds on December 15, 2036 (the “**Refunded Bonds**”) and (b) pay the costs of issuing the Bonds. The Refunded Bonds have been called for redemption prior to maturity on December 15, 2021 (the “**Redemption Date**”) pursuant to a resolution duly adopted by the Mayor and City Council of the Issuer (the “**Council**”) on August 10, 2021 (the “**Call Resolution**”). The Issuer is issuing the Bonds in accordance with Sections 18-1801 to 18-1802, Section 17-913 et seq. and Section 10-142, Reissue Revised Statutes of Nebraska, as amended (collectively the “**Act**”).

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 10:00 p.m., Central Time, on August 10, 2021, 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 Official Statement, 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 and political subdivision duly organized and existing under the laws of the State of Nebraska (the “**State**”), including the Act, and is authorized and empowered pursuant to the provisions of the constitutional and statutory authority cited in the ordinance authorizing the issuance and delivery of the Bonds adopted by the Council on August 10, 2021 (the “**Bond Ordinance**”), to issue and sell the Bonds 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 Act, 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 October 1, 2021 (the “**Registrar Agreement**”), between the Issuer and UMB Bank, NA, West Des Moines, Iowa (the “**Registrar**”), the Escrow Agreement, to be dated October 1, 2021 (the “**Escrow Agreement**”), between the Issuer and UMB Bank, NA, West Des Moines, Iowa (the “**Escrow Agent**”), the Undertaking (as defined herein), 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, the Escrow Agreement and the Undertaking 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 Official Statement; (iii) the approval of the Preliminary Official Statement (as described herein) and the Official Statement; (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 Official Statement; and (v) the carrying out, giving effect to and consummation of the transactions contemplated hereby and by the Bond Ordinance, the Call Resolution and the Official Statement.

(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 the respective terms thereof. 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 Preliminary Official Statement, dated August 2, 2021 (the “**Preliminary Official Statement**”), has been duly authorized and deemed final by the Issuer. The Issuer 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 as **Exhibit C** hereto.

(h) The Issuer 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 Issuer 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 Issuer 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 Issuer consents to the use of the Official Statement by the Underwriter in connection with the offer and sale of the Bonds.

(l) The Issuer 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 Issuer 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 Issuer 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 Issuer covenants and agrees to enter into a written agreement or contract, constituting an undertaking (the “**Undertaking**”) to provide ongoing disclosure about the Issuer 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 Issuer 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) On the Closing Date, the Issuer will be in material compliance with each existing written undertaking previously required under Rule 15c2-12 with respect to the Issuer’s municipal securities, including the Refunded Bonds.

(q) 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 financial condition or operations of the Issuer or its ability to make payments on the Bonds or to perform its agreements and obligations under the Bond Ordinance, the Call Resolution or the Issuer Documents.

(r) To the best of the Issuer’s knowledge, the approval, adoption, execution and/or delivery of the Official Statement, the Bonds, the Issuer Documents, the Bond Ordinance, the Call Resolution and the other agreements contemplated hereby and by the Official Statement, and compliance with the provisions thereof, will not conflict with or constitute on the part of the 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.

(s) The Issuer will apply the proceeds from the sale of the Bonds as specified in the Bond Ordinance, the Call Resolution and in the Official Statement.

(t) The Issuer is not presently 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.

(u) The audited financial statements of the Issuer 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 Issuer, 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 Issuer has no knowledge of any materially adverse change in the financial condition of the Issuer from that set forth and described in the Preliminary Official Statement and the Official Statement.

(w) The Issuer 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 Issuer and delivered to the Underwriter shall be deemed a representation made by the Issuer to the Underwriter as to the statements made therein.

(y) 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.

(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 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 Official Statement pursuant to paragraph (b)(4) of Rule 15c2-12.

(aa) 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 the Refunded Bonds to the Redemption Date.

(bb) 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.

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 \$1,418,400 (principal amount of the Bonds of \$1,440,000, and less an Underwriter’s discount of \$21,600) plus accrued interest, if any, thereon to date of payment and delivery.

The Bonds shall be issued pursuant to the Bond Ordinance in accordance with the Act and shall be secured as described in the Bond 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 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 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:

- (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 October 1, 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:

(cc) 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.

(dd) 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 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 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 adoption, execution, delivery, receipt and/or 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 Official Statement; (C) to the best of the Issuer’s knowledge, no litigation is pending or threatened as described or contemplated by Section l(q) of this Agreement; (D) to the best of the Issuer’s knowledge, the adoption, execution, delivery, receipt and/or due performance of the Bonds, the Bond Ordinance, the Call Resolution, the Issuer 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 Issuer is subject or by which it is or may be bound; (E) no event affecting the Issuer 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 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 and its appointment to serve as Escrow Agent pursuant to the Escrow Agreement;

(v) A certificate of the Issuer signed by the Mayor, 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 Official Statement, 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 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 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 Act 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 Official Statement, 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 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 Issuer 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 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 and DTC charges. The Issuer will pay the fees and costs of Bond Counsel, accounting fees, registrar and paying agent fees, escrow agent 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 and shall become effective, valid and enforceable upon acceptance by the Issuer as evidenced by the execution hereof by an authorized officer of the Issuer as set forth below.

Very truly yours,

AMERITAS INVESTMENT COMPANY, LLC

By: _____
Title: _____

Accepted August 10, 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

\$1,440,000

CITY OF VALLEY, NEBRASKA

**GENERAL OBLIGATION VARIOUS PURPOSE REFUNDING BONDS
SERIES 2021B**

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 August 10, 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 \$1,440,000 and shall mature in the principal amounts, on the dates and shall bear interest at the rates as follows:

<u>Type</u>	<u>Maturity Date (December 15)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
Serial	2022	\$ 95,000	0.30%	0.30%	100.000%
Serial	2023	95,000	0.35	0.35	100.000
Serial	2024	90,000	0.40	0.40	100.000
Serial	2025	90,000	0.50	0.50	100.000
Serial	2026	95,000	0.65	0.65	100.000
Serial	2027	95,000	0.80	0.80	100.000
Serial	2028	95,000	0.95	0.95	100.000
Serial	2029	95,000	1.05	1.05	100.000
Serial	2030	95,000	1.15	1.15	100.000
Serial	2031	95,000	1.25	1.25	100.000
Serial	2032	100,000	1.35	1.35	100.000
Serial	2033	95,000	1.50	1.50	100.000
Serial	2034	100,000	1.60	1.60	100.000
Serial	2035	100,000	1.70	1.70	100.000
Serial	2036	105,000	1.80	1.80	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, until maturity or earlier redemption.

Date of Original Issue

The Date of Original Issue of the Bonds shall be the date of delivery thereof: October 1, 2021.

Authorized Denominations

The Bonds shall be issued in fully registered form in Authorized Denominations of \$5,000 or 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 October 1, 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 October 1, 2021, between the Issuer and the Registrar.

Escrow Agent

UMB Bank, NA, West Des Moines, Iowa (the “**Escrow Agent**”), is hereby designated and appointed to serve as the Escrow Agent with respect to the hereinafter-defined Refunded Bonds and shall perform such duties as set forth in the Bond Ordinance and the Escrow Agreement, dated October 1, 2021, between the Issuer and the Escrow Agent.

Redemption Date for the Refunded Bonds

Pursuant to Section 3 of that certain resolution of the Council adopted on August 10, 2021 (the “**Call Resolution**”), the “**Redemption Date**” for the Refunded Bonds (as defined in the Call Resolution and as set forth below) of December 15, 2021 is hereby ratified and confirmed. The Refunded Bonds shall consist of:

<u>Type</u>	<u>Maturity Date (December 15)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP (920012)</u>
Serial	2022	\$ 80,000	1.90%	PT2
Serial	2023	80,000	2.10	PU9
Serial	2024	80,000	2.25	PV7
Serial	2025	80,000	2.45	PW5
Serial	2026	85,000	2.60	PX3
Serial	2027	85,000	2.80	PY1
Serial	2028	90,000	3.00	PZ8
Serial	2029	90,000	3.20	QA2
Serial	2030	95,000	3.30	QB0
Serial	2031	95,000	3.45	QC8
Term	2036	530,000	3.75	QD6

EXHIBIT B TO BOND PURCHASE AGREEMENT

\$1,440,000

CITY OF VALLEY, NEBRASKA GENERAL OBLIGATION VARIOUS PURPOSE REFUNDING BONDS SERIES 2021B

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) Ameritas 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 August 10, 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 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 (August 17, 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 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 August 10, 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’s 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.

[Signature Page Follows]

AMERITAS INVESTMENT COMPANY, LLC

By: _____

Name: _____

Title: _____

Dated: October 1, 2021

SCHEDULE A
PRICING WIRE OR EQUIVALENT COMMUNICATION

\$1,440,000
CITY OF VALLEY, NEBRASKA
GENERAL OBLIGATION VARIOUS PURPOSE REFUNDING BONDS
SERIES 2021B

General Rule Maturities

Not Applicable

Maturities Listed Below

<u>Type</u>	<u>Maturity Date (December 15)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
Serial	2022	\$ 95,000	0.30%	0.30%	100.000%
Serial	2023	95,000	0.35	0.35	100.000
Serial	2024	90,000	0.40	0.40	100.000
Serial	2025	90,000	0.50	0.50	100.000
Serial	2026	95,000	0.65	0.65	100.000
Serial	2027	95,000	0.80	0.80	100.000
Serial	2028	95,000	0.95	0.95	100.000
Serial	2029	95,000	1.05	1.05	100.000
Serial	2030	95,000	1.15	1.15	100.000
Serial	2031	95,000	1.25	1.25	100.000
Serial	2032	100,000	1.35	1.35	100.000
Serial	2033	95,000	1.50	1.50	100.000
Serial	2034	100,000	1.60	1.60	100.000
Serial	2035	100,000	1.70	1.70	100.000
Serial	2036	105,000	1.80	1.80	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

EXHIBIT C TO BOND PURCHASE AGREEMENT

RULE 15c2-12 CERTIFICATE

The City of Valley, Nebraska (the “**Issuer**”) hereby makes the following representations and certifications to Ameritas Investment Company, LLC (the “**Underwriter**”) in connection with the hereinafter-described Bonds:

(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 of \$1,440,000 in aggregate principal amount of General Obligation Various Purpose Refunding Bonds, Series 2021B (the “**Bonds**”).

(2) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, dated August 2, 2021, setting forth information concerning the Bonds and the Issuer (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 with respect to the Issuer included in the Preliminary Official Statement is final within the meaning of Rule 15c2-12, except for Permitted Omissions, and is accurate and complete in all material respects except for Permitted Omissions as of this date.

(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 Issuer shall promptly notify the Underwriter thereof.

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

EXECUTED AND DATED as of August 2, 2021.

CITY OF VALLEY, NEBRASKA

By: _____

Title: _____

RESOLUTION NO. 2021 – 41

WHEREAS, on or about June 22, 2021, **BKM Land Company, LLC.**, a Nebraska limited liability company and the **City of Valley, Nebraska** entered into an Irrevocable Letter of Credit Agreement wherein BKM Land Company, LLC. and City agree certain funds for Falcon Business Park be secured by a loan obtained by the subdivider for distribution in accordance with the terms of this Agreement.

WHEREAS, the Agreement provides Pinnacle Bank shall disburse the funds, or such portion thereof authorized by Resolution shall be disbursed as follows:

WHEREAS, to date, the City of Valley has incurred certain costs in connections with the design, engineering, bidding and/or overseeing the construction of the Public Infrastructure Improvements (Paving) in the amount of Thirteen thousand three-hundred ninety-four dollars and $\frac{00}{100}$, (13,394.00); and

WHEREAS, to date, the City of Valley has incurred certain costs in connections with the design, engineering, bidding and/or overseeing the construction of the Public Infrastructure Improvements (Water and Sewer) in the amount of Twenty-three thousand four-hundred ninety-four dollars and $\frac{55}{100}$, (23,494.55); and

WHEREAS, the sum of One hundred twenty-eight thousand five-hundred seventy-one dollars $\frac{70}{100}$ (128,571.70) is due to Thompson Construction Inc. pursuant to Application for Payment No. 1, as submitted by Olmsted & Perry Consulting Engineers, engineers for the City of Valley; and

WHEREAS, the sum of Five thousand six-hundred fifty dollars $\frac{00}{100}$ (5,650.00) is due to Bert Gurney & Associates, Inc., as submitted by Olmsted & Perry Consulting Engineers, engineers for the City of Valley; and

WHEREAS the City Engineer and the City Clerk have submitted a request to the City Council to authorize distributions of the above-described amounts; said request is supported by invoices and backup documentation.

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Valley, Nebraska:

1. Pinnacle Bank is hereby authorized and directed to disburse to the City of Valley the sum of Thirty-six thousand eight hundred eighty-five dollars & 55/100 dollars, (36,888.55) for costs incurred in connection with the design, engineering, bidding and/or overseeing the construction of the Public Infrastructure Improvements within Falcon Business Park.
2. Pinnacle Bank is hereby authorized and directed to disburse to Thompson Construction Inc. the sum of One hundred twenty-eight thousand five-hundred seventy-one dollars & 70/100 (128,571.70) as payment due pursuant to Application for Payment No. 1 dated August 3, 2021 for Falcon Business Park Sanitary Sewer and Water Main.
3. Pinnacle Bank is hereby authorized and directed to disburse to Bert Gurney & Associates, Inc. the sum of Five thousand six-hundred fifty dollars & 00/100 (5,650.00) for partial payment for equipment for pumps at the pumping station within Falcon Business Park.

PASSED AND APPROVED THIS 10th DAY OF August, 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 Eckerman, City Clerk



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. **1**

Application Period: 7-21-21 -08-3-21		Application Date: 8/3/2021	
To Owner: City of Valley, Nebraska	From Contractor: Thompson Construction Inc.	Via (Engineer): OLMSTED & PERRY CONSULTING ENGINEERS INC.	
Project: Falcon Business Park Sanitary Sewer & Water Main		Contract: Falcon Business Park Sanitary Sewer & Water Main, Valley, NE	
Owner's Contract No.: 1	Contractor's Project No.: 1	Engineer's Project No.: 21-34	

CHANGE ORDER SUMMARY				
Number	Additions	Deductions		
			1. ORIGINAL CONTRACT PRICE	\$ 511,896.00
			2. Net change by Change Orders	\$ -
			3. Current Contract Price (Line 1 ± 2)	\$ 511,896.00
			4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	\$142,857.45
			5. RETAINAGE:	
			a. 10% X \$68,241.00 Work Completed	\$ 6,824.10
			b. 10% X \$74,616.45 Stored Material	\$ 7,461.65
			c. Total Retainage (Line 5.a + Line 5.b)	\$ 14,285.75
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$ 128,571.70
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ -
			8. AMOUNT DUE THIS APPLICATION	\$ 128,571.70
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	\$ 383,324.30
TOTALS	\$0.00	\$0.00		
NET CHANGE BY 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 Contract Documents and is not defective.

Contractor Signature
 By: Kelly Thompson Date: 08/03/2021

Payment of: \$128,571.70

is recommended by:
 (Engineer) _____ 8/5/2021
 James J. Olmsted, P.E. (Date)

is approved by:
 (Owner) _____ 8/13/2021
 City of Valley (Date)

Approved by: _____
 Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For Falcon Business Park Sanitary Sewer & Water Main, Valley, NE (Contract):					Application Number: 1						
Application Period: 7-21-21 -08-3-21					Application Date: 8/3/2021						
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	1.00	LS	\$20,000.00	\$20,000.00	0.50	\$10,000.00		\$10,000.00	50.0%	\$10,000.00
2	TRAFFIC CONTROL / BARRICADES	1.00	LS	\$750.00	\$750.00	0.50	\$375.00		\$375.00	50.0%	\$375.00
3	CONSTRUCT 8"DIA. PVC SDR 35 SANITARY SEWER PIPE	1,460.00	LF	\$86.00	\$125,560.00	306.00	\$26,316.00	\$9,063.25	\$35,379.25	28.2%	\$90,180.75
4	CONSTRUCT 6"DIA. PVC SDR 26 SANITARY SEWER SERVICE	215.00	LF	\$64.00	\$13,760.00		\$0.00	\$1,489.60	\$1,489.60	10.8%	\$12,270.40
5	CLOSED-CIRCUIT TELEVISION (CCTV) INSPECTION	1,460.00	LF	\$2.00	\$2,920.00		\$0.00		\$0.00		\$2,920.00
6	CONSTRUCT 8" x 6" WYE BRANCH	2.00	EA	\$300.00	\$600.00	2.00	\$600.00		\$600.00	100.0%	\$0.00
7	CONSTRUCT 54" I.D. SANITARY SEWER MANHOLE INCL LINER /COATING	50.20	VF	\$980.00	\$49,196.00		\$0.00	\$4,296.90	\$4,296.90	8.7%	\$44,899.10
8	DEWATERING - SANITARY SEWER & WATER MAIN	2,217.00	LF	\$30.00	\$66,510.00	306.00	\$9,180.00		\$9,180.00	13.8%	\$57,330.00
9	CONSTRUCT 18" R.C.P., CLASS III STORM SEWER	120.00	LF	\$55.00	\$6,600.00	64.00	\$3,520.00		\$3,520.00	53.3%	\$3,080.00
10	CONSTRUCT 18" R.C. FLARED END SECTION	4.00	EA	\$850.00	\$3,400.00	2.00	\$1,700.00		\$1,700.00	50.0%	\$1,700.00
11	REMOVE HMA PAVEMENT & REPLACE W/ 9-INCH CONCRETE PAVEMENT	82.00	SY	\$125.00	\$10,250.00		\$0.00		\$0.00		\$10,250.00
12	DITCH EXCAVATION	400.00	LF	\$5.00	\$2,000.00		\$0.00		\$0.00		\$2,000.00
13	STAKING ALLOWANCE	1.00	ALW	\$3,900.00	\$3,900.00	0.50	\$1,950.00		\$1,950.00	50.0%	\$1,950.00
14	TESTING ALLOWANCE	1.00	ALW	\$2,200.00	\$2,200.00		\$0.00		\$0.00		\$2,200.00
15	SITE PREPARATION / MOBILIZATION	1.00	LS	\$20,000.00	\$20,000.00	0.50	\$10,000.00		\$10,000.00	50.0%	\$10,000.00
16	TRAFFIC CONTROL / BARRICADES	1.00	LS	\$500.00	\$500.00		\$0.00		\$0.00		\$500.00

Progress Estimate - Unit Price Work

Contractor's Application

For Falcon Business Park Sanitary Sewer & Water Main, Valley, NE (Contract):					Application Number: 1						
Application Period: 7-21-21 -08-3-21					Application Date: 8/3/2021						
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)
17	CONNECT TO EXG. 12"DIA. WATER MAIN	2.00	EA	\$1,600.00	\$3,200.00	1.00	\$1,600.00	\$319.93	\$1,919.93	60.0%	\$1,280.07
18	CONSTRUCT 12"DIA. D.I.P. CL 350 WATER MAIN	757.00	LF	\$85.00	\$64,345.00		\$0.00	\$30,963.66	\$30,963.66	48.1%	\$33,381.34
19	CONSTRUCT 8"DIA. D.I.P. CL 350 WATER MAIN	953.00	LF	\$55.00	\$52,415.00		\$0.00	\$11,657.86	\$11,657.86	22.2%	\$40,757.14
20	INSTALL TRACER WIRE	1,710.00	LF	\$0.50	\$855.00		\$0.00	\$834.14	\$834.14	97.6%	\$20.86
21	BORING FOR 8"DIA. WATER MAIN	30.00	LF	\$160.00	\$4,800.00		\$0.00		\$0.00		\$4,800.00
22	INSTALL 8"DIA. R.S. MJ GATE VALVE W/ VALVE BOX	3.00	EA	\$1,700.00	\$5,100.00		\$0.00	\$4,092.75	\$4,092.75	80.3%	\$1,007.25
23	INSTALL 12"DIA. R.S. MJ GATE VALVE W/ VALVE BOX	1.00	EA	\$3,000.00	\$3,000.00	1.00	\$3,000.00		\$3,000.00	100.0%	\$0.00
24	INSTALL 8x6" MJ SWIVEL TEE	3.00	EA	\$600.00	\$1,800.00		\$0.00	\$780.03	\$780.03	43.3%	\$1,019.97
25	INSTALL 12x6" MJ SWIVEL TEE	2.00	EA	\$925.00	\$1,850.00		\$0.00	\$729.89	\$729.89	39.5%	\$1,120.11
26	INSTALL 12x8" MJ CROSS & BLOCK	1.00	EA	\$1,050.00	\$1,050.00		\$0.00		\$0.00		\$1,050.00
27	INSTALL 8" MJ CAP & BLOCK	2.00	EA	\$330.00	\$660.00		\$0.00	\$190.46	\$190.46	28.9%	\$469.54
28	INSTALL 12" MJ CAP & BLOCK	1.00	EA	\$575.00	\$575.00		\$0.00	\$165.85	\$165.85	28.8%	\$409.15
29	INSTALL FIRE HYDRANT ASSEMBLY	5.00	EA	\$6,500.00	\$32,500.00		\$0.00	\$10,032.13	\$10,032.13	30.9%	\$22,467.87
30	REMOVE & RESET FIRE HYDRANT	1.00	EA	\$3,100.00	\$3,100.00		\$0.00		\$0.00		\$3,100.00
31	SURFACE RESTORATION	1.00	EA	\$4,000.00	\$4,000.00		\$0.00		\$0.00		\$4,000.00
32	PERMANENT SEEDING - CITY/COUNTY/NRD MIX (WEST STREET & 276TH CIRCLE)	1.00	AC	\$1,500.00	\$1,500.00		\$0.00		\$0.00		\$1,500.00

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Falcon Business Park Sanitary Sewer & Water Main, Valley, NE								Application Number: 1			
Application Period: 7-21-21 -08-3-21								Application Date: 8/3/2021			
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)
33	STAKING ALLOWANCE	1.00	ALW	\$1,800.00	\$1,800.00		\$0.00		\$0.00		\$1,800.00
34	TESTING ALLOWANCE	1.00	ALW	\$1,200.00	\$1,200.00		\$0.00		\$0.00		\$1,200.00
35							\$0.00		\$0.00		\$0.00
36					\$0.00		\$0.00		\$0.00		\$0.00
37					\$0.00		\$0.00		\$0.00		\$0.00
Totals					\$511,896.00		\$68,241.00	\$74,616.45	\$142,857.45	28%	\$369,038.55

Note: Total Schedule of Values Amount (B) should equal the current Contract Price.



Relationships • Technology • Service

Bert Gurney & Associates, Inc.
4428 South 108th Street
Omaha, NE 68137

Phone # 402-551-7995 Fax # 402-553-5879

INVOICE

Invoice Number 7383

Invoice Date 7/8/2021

Bill To:
VALLEY, CITY OF PO BOX 682 VALLEY, NE 68064

Ship To:
WEST-E-CON 410 W REICHMUTH RD PUMPS-WEST ST PUMP STATION VALLEY, NE 68064

Customer ID	Customer PO	Payment Terms	
VAL	W ST PUMP STN	Net 30	
Sales Rep ID	Shipping Method	Ship Date	Due Date
JCJ	BEST WAY	7/8/2021	8/7/2021

Quantity	Item	Description	Unit Price	Amount
1	OMS	V5PT20GAL DAVIT CRANE AS PER BGA PROPOSAL BGA 21-142-0 *PARTIAL BILLING PUMPS-WEST STREET PUMPING STATION	5,650.00	5,650.00

Subtotal	\$5,650.00
Sales Tax (0.0%)	\$0.00
Total Invoice Amount	\$5,650.00
Payments/Credits Applied	\$0.00
Balance Due	\$5,650.00

THANK YOU FOR USING GURNEY & ASSOCIATES, INC.
WE APPRECIATE YOUR BUSINESS

INVOICE

PAYMENT DUE UPON RECEIPT

August 07, 2021

INVOICE NO. 03-21-35

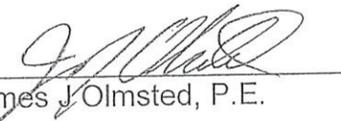
CITY OF VALLEY
Attention: City Clerk
P.O. Box 682
Valley, Nebraska 68064

001-021-550-2000

Re: Valley, Nebraska
Falcon Business Park Paving
OPCE Project No. 21-35

For ENGINEERING SERVICES provided to the City of Valley for the period from June 30, 2021 to July 31, 2021 for the Falcon Business Park Street Extension:

1. Final Design Services (100% Complete)	\$ 15,100.00
Less Previously Invoiced:	<u>(-) 11,765.00</u>
Subtotal:	3,335.00
2. Bidding Phase Services	<u>3,000.00</u>
Net Due:	6,335.00
 TOTAL AMOUNT DUE THIS INVOICE:	 <u>\$ 6,335.00</u>

By: 
James J. Olmsted, P.E.

PLEASE RETURN A COPY OF INVOICE WITH PAYMENT

OLMSTED & PERRY CONSULTING ENGINEERS INC.

12100 West Center Road • Suite 803 • Omaha, Nebraska 68144-3970
Phone: 402-399-8552

INVOICE

PAYMENT DUE UPON RECEIPT

July 22, 2021

INVOICE NO. 02-21-35

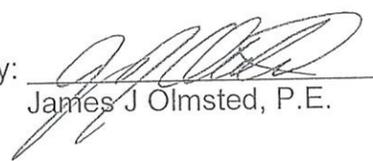
CITY OF VALLEY
Attention: City Clerk
P.O. Box 682
Valley, Nebraska 68064

Re: Valley, Nebraska
Falcon Business Park Paving
OPCE Project No. 21-35

For ENGINEERING SERVICES provided to the City of Valley for the period from June 01, 2021 to June 30, 2021 for the Falcon Business Park Street Extension:

1. Final Design Services (100% Complete)	\$ 11,765.00
Less Previously Invoiced:	<u>(-) 4,706.00</u>
Net Due:	7,059.00

TOTAL AMOUNT DUE THIS INVOICE: \$ 7,059.00

By: 

James J. Olmsted, P.E.

PLEASE RETURN A COPY OF INVOICE WITH PAYMENT

OLMSTED & PERRY CONSULTING ENGINEERS INC.

12100 West Center Road • Suite 803 • Omaha, Nebraska 68144-3970

Phone: 402-399-8552

INVOICE

PAYMENT DUE UPON RECEIPT

August 07, 2021

INVOICE NO. 03-21-34

CITY OF VALLEY
Attention: City Clerk
P.O. Box 682
Valley, Nebraska 68064

Re: Valley, Nebraska
Falcon Business Park Water and Sewer Extensions
OPCE Project No. 21-34

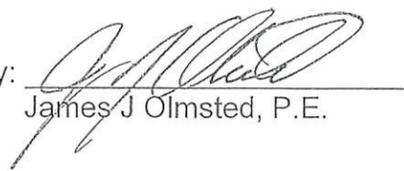
For ENGINEERING SERVICES provided to the City of Valley for the period from June 30, 2021 to July 31, 2021 for the Falcon Business Park water and sewer extensions:

1. Bidding Phase Services (100% Complete)	\$3,000.00
2. Construction Phase services	<u>\$9,962.50</u>
Net Due:	12,962.50
Total:	12,962.50

TOTAL AMOUNT DUE THIS INVOICE: \$ 12,962.50

Breakout

Sanitary Sewer (60%): \$ 7,777.50 - 007-026-550-0000
Water (40%): 5,185.00 - 006-024-550-0000

By: 

James J. Olmsted, P.E.

PLEASE RETURN A COPY OF INVOICE WITH PAYMENT

OLMSTED & PERRY CONSULTING ENGINEERS INC.

12100 West Center Road • Suite 803 • Omaha, Nebraska 68144-3970

Phone: 402-399-8552

INVOICE

PAYMENT DUE UPON RECEIPT

July 22, 2021

INVOICE NO. 02-21-34

CITY OF VALLEY
Attention: City Clerk
P.O. Box 682
Valley, Nebraska 68064

Re: Valley, Nebraska
Falcon Business Park Water and Sewer Extensions
OPCE Project No. 21-34

For ENGINEERING SERVICES provided to the City of Valley for the period from June 01, 2021 to June 30, 2021 for the Falcon Business Park water and sewer extensions:

1. Final Engineering Services (100% Complete)	\$17,705.00
Less Previously Invoiced:	<u>(-) 7,082.00</u>
Net Due:	10,523.00
2. Reimbursable Expenses:	<u>9.05</u>
Total:	10,532.05

TOTAL AMOUNT DUE THIS INVOICE: \$ 10,532.05

Breakout

Sanitary Sewer (60%): \$ 6,319.23 - 007-626-550-0000
Water (40%): 4,212.82 - 006-024-550-0000

By: 
James J. Olmsted, P.E.

PLEASE RETURN A COPY OF INVOICE WITH PAYMENT

OLMSTED & PERRY CONSULTING ENGINEERS INC.

12100 West Center Road • Suite 803 • Omaha, Nebraska 68144-3970

Phone: 402-399-8552

MEMORANDUM

DATE: August 5, 2021

TO: Mayor and City Council
City Staff
File

FROM: Gregory Perry, PE
OLMSTED & PERRY CONSULTING ENGINEERS INC.

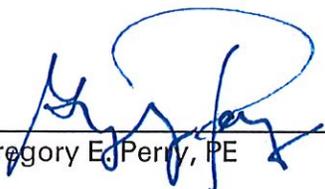
RE: County Aire Pumping Station Upgrades
Valley, Nebraska
OPCE Project No. 21-33

As you recall, the City put the County Aire Pumping Station Upgrades project out to bids in April and received one bid from Vrba Construction in the amount of \$172,100. The bid was above the Engineer's estimate of \$125,000 at the time of bidding. Due to the bid being above the Engineer's estimate, the City Engineer recommended that we review the bids and negotiate directly with the equipment suppliers. We worked directly with the pump and equipment provider (Iowa Pump Works), local electrician to wire the new pumps and replacement equipment (West-E-Con) and the City's control system integrator (JETCO) for the control panel and SCADA communications.

We have made efforts to complete that process, and as such, have received the following proposals for the work:

1. Iowa Pump Works	\$55,899.72
2. West-E-Con (Electrical)	\$17,566.00
3. <u>JETCO (Control Panel/ System Integrator)</u>	<u>\$23,976.00</u>
Proposal Totals	\$97,441.72

The City Council will have to approve the above proposals so the project may begin. Therefore, the above will be an action item on the agenda requiring City Council approval.



Gregory E. Perry, PE

OLMSTED & PERRY CONSULTING ENGINEERS INC.

12100 West Center Road • Suite 803 • Omaha, Nebraska 68144-3970

Phone: 402-399-8552



Quote

Prepared By Tim Turnbull
 Phone 855-228-6383
 Email info@iowapumpworks.com

Created Date 7/22/2021
 Quote Number 00011182
 Terms NET 30
 Sales Rep Cary Ernst
 Expiration Date 8/20/2021

Bill To PeopleService - Valley NE
 209 S 19th St Ste 555
 Omaha, NE 68102
 Phone (402) 359-2251

Ship To PeopleService - Valley NE
 5002 N 270th St
 Valley, NE 68064

REVISED AND UPDATED 07/22/2021

BYPASS BY OTHERS; VAC TRUCK BY OTHERS

LEAD-TIME: 12-14 WEEKS

PRICING GOOD ONLY FOR 30 DAYS

PUMPMATE, LESS PANEL, PUMPS AND INSTALL

PRICING SHOULD BE GOOD THROUGH SEPTEMBER 30TH.

Product Code	Product	Comment	Quantity	Rate	Total
2001330 Valley, NE-REVISED-LESS PANEL	USEMCO USEMCO PUMPMATE ABOVE GRADE WETWELL MOUNTED VALVE AND CONTROL CHAMBER FACTORY ASSEMBLED ON A COMMON BASE. THE EQUIPMENT IS ENCLOSED IN A FIBERGLASS, INSULATED ENCLOSURE WITH TWO ACCESS DOORS-LESS PANEL		1.00	\$30,823.00	\$30,823.00
GX26351C1111321	ABS XFP080C CB1.1 PE28/4W-60FM230V		2.00	\$6,111.15	\$12,222.30
16907006	ABS SEAL LEAK/OVER TEMP RELAY, CA462, DIN RAIL MOUNTED,110/230V-AC		2.00	\$420.00	\$840.00
62320649	ABS 3" GRA PEDESTAL KIT DN80 XFP W/ELBOW		2.00	\$635.56	\$1,271.12
62306249	ABS FASTENING KIT HRDWR 8X5/8IN-11X2.5,SS, 3" PUMP TO BRACKET		2.00	\$109.00	\$218.00
GS140NO	ANCHOR SCIENTIFIC ECO FLOAT INTERNALLY WEIGHTED, NON MERCURY, SUSPENDED, 40FT		4.00	\$40.00	\$160.00
FAS03S	FLANGE ACC SET 3" W/SS BOLTS & SEAL TITE GASKETS		5.00	\$28.00	\$140.00
FAS04S	FLANGE ACC SET 4" W/SS BOLTS & SEAL TITE GASKETS		1.00	\$44.00	\$44.00
J6A	HALLIDAY J6A 316SS 6-HOOK CABLE RACK		1.00	\$64.45	\$64.45
	Misc. Electrical & Mechanical-Parts		1.00	\$1,000.00	\$1,000.00

Pricing valid for 30 days and does not include freight charges or applicable taxes.



Quote

SPS40T4L2	PIPE 2" 304SS SCH40 PIPE - 20FT MIN		40.00	\$32.65	\$1,306.00
NS101994216	EZ FLANGE 3" DI		3.00	\$130.30	\$390.90
3P8	PIPE PVC 3" SCH80 PIPE 3P8		40.00	\$13.58	\$543.20
3P8VSSOF	PVC VANSTONE FLANGE 3" SCH80 VAN STONE SO FLANGE		5.00	\$25.20	\$126.00
4P8VSSOF	PVC VANSTONE FLANGE 4" SCH80 VAN STONE SO FLANGE 854-040		1.00	\$31.85	\$31.85
43P8BU	PVC BUSHING 4X3 SCH80 SXS BUSHING		1.00	\$31.40	\$31.40
	ON-SITE SERVICE LABOR - STD	3 TECHS X 15 HRS	45.00	\$125.00	\$5,625.00
	SERVICE DRIVE TIME - STD	5.5 HRS ROUND TRIP x THREE TECHS	16.50	\$125.00	\$2,062.50
	SERVICE TRUCK MILEAGE - STD	360 MILES ROUND TRIP X 2 TRUCKS	720.00	\$1.25	\$900.00
	PER DIEM	3 TECHS X 1 NIGHTS	3.00	\$200.00	\$600.00
FREIGHT IN /OUT	SHIPPING & HANDLING	ESTIMATED	1.00	\$2,500.00	\$2,500.00

Subtotal \$60,899.72
 Total ~~\$60,899.72~~

Revised per Cary to be \$5,000 less for controls



208 1ST Ave. S.
Altoona, IA 50009
Ph. 515.967.5874
Fax 515.967.4110
www.jetcoelectric.com

Wednesday, May 19, 2021

Q#6039C

To: West-e-con

Re: City of Valley, NE Country Aire Lift Station

Attn: Russ/Zach

Per project Plans and Specifications Jetco, Inc. is pleased provide a proposal for the following equipment and services:

NOTE: Control Panel shall be shipped to USEMCO for installation in control structure.

(1) Control Panel sized and equipped for (2) 3hp Pumps

Service Voltage: 240V, 3-phase 4 Wire

Enclosure:

Nema 12 Painted Steel Wall Mounted, Sized as required for USEMCO mounting.

Interior Components:

(1) 3-phase Surge Arrestor

(1) 3-Phase Power Monitor

(1) 3-Phase Distribution Panel with the following breakers

(2) 3-pole Pump Circuit Breakers (sized as required)

(1) 20A 2-pole Winch Circuit Breaker

(4) 20A 1-pole Miscellaneous Loads

(2) Pump Motor Starters, IEC Rated with properly sized Overloads

(1) 24vdc Uninterruptible Power Supply

(2) Pump HOA Switches

(2) Pump Running Pilot Lights (Green)

(2) Pump Overtemp Pilot Lights/Reset Pushbutton (Red)

(2) Pump Seal Fail Pilot Lights (Blue)

(2) Pump Elapsed Time Meters

(1) Pump Alternation Sequence Switch

(2) Pump Lead Indication Pilot Lights (Yellow)

(1) Wet Well High Level Pilot Light (Red)

(1) Allen Bradley Micrologix 1400 PLC Controller

(1) SCADA Radio Transceiver

(1) Antenna Surge Arrestor

(3) 2-Channel Intrinsically Safe Relay Barriers for (5) Float Switches

(2) Pump Overtemp/Seal Fail Monitoring Relays

(Provided by Pump Manufacturer)

All required power supplies, terminal blocks, relays and fuses required for proper operation



Field Installed Equipment provided by Jetco Installed by Others

NOTE: This equipment WILL NOT ship to USEMCO

- (1) Nema 3R, 100A, Fused Manual Transfer Switch Service Entrance Rated
- (1) Generator Receptacle mounted and wired on transfer switch.
- (5) Wet Well Float Switches with Stainless Steel Bracket for Suspension
- (1) Yagi Directional Antenna (Maxrad 9db Gain)
- (1) Required Length of Antenna Coax Cable (Times Microwave LMR400)
- (2) Seal/Cord Grip Fittings sized for pump power cables
- (2) Seal/Cord Grip Fittings sized for pump sensor cables
- (5) Seal/Cord Grip Fittings sized for float switch cables

Services:

- Complete System Design, Submittals, and O&M Manuals
- Complete System Programming for PLC's, Radio Transceivers
- Complete System Programming for Lift Station communications and monitoring on SCADA System located at Water Treatment Plant
- Complete On-Site System Start-up and Operator Training.

EXCLUDED from Jetco scope of supply:

Any Labor or Materials for Electrical or Mechanical Installation.

Any antenna pole or masts.

State or Local Sales Taxes.

Project Bonding.

Pricing Valid for 60 days.

Total System Price: \$ 23,976.00

Sincerely,

A handwritten signature in black ink, appearing to read 'John M. Whitacre'.

John M. Whitacre

President



westecon78@gmail.com

(402)359-2127

Estimate

Date	Quote	Project
05/20/21	297	

Item	Description	Quantity	Cost	Total
Electrical	Electrical for Country Aire Lift Station New electrical service including: Trenching and Backfill, Conduit, Wire, Utility pole for antenna mast, Connecting Telemetry System, Not Included: Pumps, Winch, Concrete, Usemco, Controls, floats		17,566.00	17,566.00

			Total	\$17,566.00
--	--	--	-------	-------------



westecon78@gmail.com
 (402)359-2127

Estimate

Date	Quote	Project
08/03/21	302	

Item	Description	Quantity	Cost	Total
Electrical	Electrical for West St. Lift Station 400A New electrical service including: Trenching and Backfill of primary duct, Transformer Pad, Conduit, Wire, Installation of pumps and winch, Connecting Telemetry System Not Included: Pumps, Winch, Concrete, Usemco, Controls, floats		32,566.00	32,566.00

			Total	\$32,566.00
--	--	--	--------------	--------------------