

AGENDA
VALLEY CITY COUNCIL
September 28, 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. SWEARING IN OF K-9 OFFICER SONIC
8. RESOLUTION 2021-49 - PEOPLESERVICE, INC.
Council consideration and action to authorize Mayor Grove to execute the Operation and Maintenance Agreement.
9. APPROVE PAYMENT OF END OF FISCALYEAR BILLS
A complete listing of claims processed through noon on Monday, September 27, 2021 is on file in the office of the City Clerk
10. MAYOR'S REPORT
11. UPCOMING ITEMS
 - DC West Homecoming Parade - Friday October 1

LIMITED LIABILITY COMPANY

Pursuant to the provisions of the Nebraska Uniform Limited Liability Company Act, Notice of Organization is here given as follows:

1. The name of the limited liability company is **A Traditional Craftsman, LC** (the "Company").
2. The street and mailing address of the initial designated office of the limited liability company is **12730 C Street, Omaha, NE 68144**; and the name and street and mailing address of the initial agent for service of process of the limited liability company is **Terry W. Lyle, Jr., at 12730 C Street, Omaha, NE 68144**.
3. The time of commencement of the LLC was **August 31, 2021**, when the Certificate of Organization was filed with the Secretary of State, and the LLC shall have perpetual existence.

Scott E. Tollefsen, Organizer
 Morrow, Poppe, Watermeier & Lonowski, P.C.
 201 North 8th Street, Suite 300
 Lincoln, Nebraska 68508

September 8, 15 & 22 - 41 Ins
 ZNEZ

O'NEILL HEINRICH DAMKROGER BERGMEYER SHULTZ PC, LLO
 800 Lincoln Square
 121 S. 13th Street
 PO Box 82028
 Lincoln, NE 68501

NOTICE OF INCORPORATION OF AGS GAMMA CHAPTER FOUNDATION, INC.

Articles of Incorporation were filed **June 23, 2021**, for **AGS Gamma Chapter Foundation, Inc.**, a Nebraska non-profit corporation. The corporation is a public benefit corporation and will have members. Its registered agent and its incorporator is **Scott Bunz, 3250 S 172nd Circle, Omaha, Nebraska 68130**.

September 8, 15 & 22 - 21 Ins
 ZNEZ

Nebraska. The designated office of the Company is **2111 S 67TH ST SUITE 300, OMAHA, NEBRASKA 68106**. The registered agent of the Company is **Michael Montoya, 18212 LILLIAN ST, OMAHA, NEBRASKA 68136**. The general nature of the business will be to engage in the transaction of any or all lawful business, for which a limited liability company may be organized under the laws of the State of Nebraska. The LLC was filed with the State of Nebraska **July 23 2021**. Organizer Name: **Michael Montoya**.

September 15, 22 & 29 - 19 Ins
 ZNEZ

NONPROFIT INCORPORATION NOTICE

Notice is hereby given that the undersigned has formed a corporation under the Nebraska Non-Profit Corporation Act. The name of the corporation is **SOZO Fitness Corp.** a Nebraska non-profit, **Religious Corporation**. The name of the registered agent is **KATIE MARTENS** and the address of the initial registered office is **12225 FARNAM ST, OMAHA, NEBRASKA 68154**. The corporation shall not have members. The name and street address of the incorporator is as follows: **LEGALZOOM.COM, INC., 101 N. BRAND BLVD., 10TH FLOOR, GLENDALE, CA 91203**. The company filed with the Secretary of State on **August 10 2021**.

September 15, 22 & 29 - 20 Ins ZNEZ

NOTICE OF ORGANIZATION OF Bdpcollective LLC

Notice is hereby given that **Bdpcollective LLC** has been organized under the laws of the State of Nebraska, with its initial designated office at **17355 S Street, Omaha, NE 68135**. The initial registered agent for the company is **LEGALINC CORPORATE SERVICES INC., 706 N. 129th Street, Suite 121, Omaha, NE 68154**. The LLC was filed with the State of Nebraska on **September 11, 2021**.

September 15, 22 & 29 - 15 Ins
 ZNEZ

Organization on August 18, 2021.

Ayleen Perez
 Organizer

September 15, 22 & 29 - 25 Ins
 ZNEZ

MISC.

DOUGLAS COUNTY HOUSING AUTHORITY PUBLISHES ITS AGENCY PLANS

Douglas County Housing Authority will hold a public meeting at **8:00 am on October 29, 2021**. This meeting will be a **GoToMeeting**. For access information please contact adminasst@douglascountyhousing.com. The authority is seeking **public comment on its Annual Agency Plan and Capital Fund 5-Year Action Plan**. Prior to the meeting, the Agency Plans can be inspected upon request at:

Douglas County Housing Authority
 5404 North 107th Plaza
 Omaha, NE 68134

September 15 & 22- 18 Ins
 ZNEZ

COMMUNITY NOTICES

NOTICE OF MEETING CITY OF VALLEY

Notice is hereby given that a special meeting of the City Council of the City of Valley, Nebraska will be held on **Tuesday, September 28, 2021 at 7:00 p.m.** at Valley City Hall located at **203 N. Spruce Street in Valley, Nebraska**.

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

Cheryl K. Eckerman
 City Clerk/Treasurer

September 15 -16 Ins ZNEZ

in pamphlet form, copies of which are available for inspection and distribution at the Office of the Village Clerk at the Village Clerk's Office in the Village of Waterloo, Nebraska.

Melissa Smith
 Village Clerk

September 15 - 55 Ins ZNEZ

SCHOOLS

MINUTES OF THE REGULAR MEETING OF THE BOARD OF EDUCATION OF DOUGLAS COUNTY SCHOOL DISTRICT 28-0015, a/k/a, DOUGLAS COUNTY WEST COMMUNITY SCHOOL DISTRICT Monday, August 16, 2021

The regular meeting of the Board of Education, District #15, in the County of Douglas, in the State of Nebraska, was convened in open and public session on **Monday, August 16, 2021** at the Central Office Board Room, 401 South Pine Street, Valley, NE 68064-0378.

Following public notification procedures approved by the Board of Education, February 14, 2011, in adherence to 84-1411, notice of the meeting was given in advance thereof by posting such Notice on the exterior front door of the high school, elementary school, middle school, Valley City Hall, First Nebraska Bank, and Foundation One Bank. Notice of the meeting was simultaneously given to all members of the Board of Education. Availability of the agenda was communicated in advance notice and in the notice to the Board of Education of the meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

- Attendance Taken at 7:00 PM.
- Kelly Hinrichs: Present
 - Luke Janke: Present
 - Jamie Jorgensen: Present
 - Bill Koile: Present
 - Elizabeth Mayer: Present
 - Patrick McCarville: Present

► See **NOTICES** on **14A**

DRESS!

Public Notices can be sent to: legals@dcpostgazette.com
Deadline to submit Public Notices is noon on Friday of the week before publication

RESOLUTION NO. 2021-49

WHEREAS, the City of Valley, Douglas County, Nebraska, proposes to enter into an operation and maintenance agreement between the City of Valley and PeopleService, Inc.; and

WHEREAS, the Valley City Council in special session on September 28, 2021, authorized said amendment,

NOW, THEREFORE, BE IT RESOLVED THAT Valley City Council consents to and authorizes Mayor Grove to execute the agreement on behalf of the City of Valley, a copy of which is made a part hereof by reference.

DATED THIS 28th day of September, 2021.

CITY OF VALLEY, DOUGLAS
COUNTY, NEBRASKA

Cindy Grove, Mayor

Mike Stanzel, Council Member President

Bryon Ueckert, Council Member

Linda Lewis, Council Member

ATTEST:

Chris TenEyck, Council Member

Cheryl K. Eckerman, City Clerk

OPERATION AND MAINTENANCE AGREEMENT

This Operation and Maintenance Agreement (the "Agreement") dated as of _____, 2021, is between the City of Valley, Nebraska, a municipal corporation (the "Owner"), whose address is City Hall, P.O. Box 682, Valley, Nebraska 68064, and PEOPLESERVICE, INC., and its successors and assigns ("PeopleService"), whose address is 209 South 19th Street, Suite 555, Omaha, Nebraska 68102.

RECITALS:

WHEREAS, Owner is the owner of municipal water and wastewater facilities as described in Exhibit A to this Agreement (the "Facilities"); and

WHEREAS, Owner desires to engage PeopleService to operate and maintain the Facilities on behalf of Owner and PeopleService desires to accept such engagement, all upon the terms and conditions hereafter set forth; and

WHEREAS, Owner is authorized by law to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

ARTICLE I - SCOPE OF SERVICES

1.1 Commencing on October 1, 2021, or such other date mutually acceptable in writing to PeopleService and Owner (the "Effective Date"), PeopleService will provide all routine operation and maintenance of Owner's Facilities on a 7 day per week basis within the design capacity of the Facilities as described in Exhibit A to this Agreement ("Description of Facilities"). The routine operation and maintenance services to be provided by PeopleService are further described in Exhibits B and C of this Agreement.

1.2 PeopleService will be responsible for expenses incurred in the routine operation and maintenance of the Facilities, including personnel services, communication services, chemicals (potable water only), materials, supplies, contracted services, insurance (as defined in paragraph 1.8), and equipment repair (as found in Exhibits B & C).

1.3 PeopleService shall provide all required maintenance to preserve the existing life of all assigned equipment and vehicles of the Facilities. PeopleService will bear the expense of maintenance and repair of all equipment, physical facilities, and vehicles assigned for PeopleService's use, except for capital replacement expenditures as defined in section 2.1 (b), provided that such expense does not exceed a maximum annual maintenance/repair (noncapital) expenditure of \$27,008 for the twelve months of this Agreement. In subsequent years, the maximum annual maintenance/repair expenditure will be increased by the C.P.I. adjustment contained in section 4.2 of this Agreement. In performing maintenance and repairs, PeopleService will perform in an economical manner and make all reasonable efforts to remain below the annual maintenance/repair expenditure amount while remaining in compliance with all applicable regulations. PeopleService shall provide an accounting of these expenditures and refund to Owner any unused monies less than the maintenance/repair expenditure amount. In the event that such expenses approach or exceed this maximum annual amount, PeopleService shall promptly notify Owner and provide Owner with an accounting. Any repair expenses in excess of the maximum amount set forth in this provision shall be approved by Owner. PeopleService shall invoice Owner the amount of maintenance/repair expenses in excess of the maximum annual maintenance/repair limit set forth in this provision. Owner shall reimburse PeopleService for such excess expenditures.

1.4 PeopleService will provide properly certified employees for the staffing of Facilities. Backup services will be provided by PeopleService corporate personnel. In addition, PeopleService will be on call 24 hours per day, 7 days per week, for emergency situations.

1.5 PeopleService shall advise Owner and serve as Owner's liaison to regulatory agencies and industrial users in matters related to the operation of the Facilities. However, PeopleService will not act as, or provide, legal counsel in this capacity.

1.6 PeopleService will supervise all regulatory compliance and financial transactions pertaining to the day-to-day operation of the Facilities and shall operate the Facilities in compliance with state and federal regulatory requirements. PeopleService will use its best efforts to treat Owner's potable water supplies to meet drinking water standards.

1.7 PeopleService shall exercise the due care in performing its obligations and duties under this Agreement which is normally and reasonably provided with respect to similar contract services.

1.8 PeopleService will provide and maintain at all times during the term of this Agreement the following minimum insurance coverage:

- (a) Statutory Workers' Compensation Insurance in compliance with the laws of the state of Nebraska which has jurisdiction of PeopleService employees engaged in the performance of services hereunder; together with Employers Liability coverage in the amount of \$500,000 for each incident;
- (b) General liability coverage of at least \$1,000,000 combined single limit, each occurrence, for bodily injury and property damage with Owner named as additional insured;
- (c) Comprehensive auto liability insurance which shall include \$500,000 combined single limit coverage for bodily injury and property damage; and
- (d) Umbrella liability coverage of at least \$4,000,000 is provided in addition to the statutory workman's compensation requirement, basic general liability and auto liability coverage noted above.

PeopleService will furnish Owner with Certificates of Insurance as evidence that policies providing the required coverage and limits are in full force and effect. Such policies shall provide that no less than thirty (30) days' advance notice of cancellation, termination or alteration shall be sent directly to PeopleService and Owner.

ARTICLE II - RESPONSIBILITIES OF OWNER

2.1 As part of this Agreement Owner agrees to assume the following responsibilities:

- (a) Owner shall maintain in full force and effect, in accordance with their respective terms, all guarantees, warranties, easements, permits, licenses and other similar approvals and consents received or granted to Owner as owner of all Facilities and component parts thereof;
- (b) Owner shall be responsible for all capital replacement and major maintenance/repair expenditures which are defined as nonrecurring expenditures greater than \$500, that Owner determines necessary and required, provided that PeopleService will first be consulted for justification and need;
- (c) Owner shall be responsible for filing, obtaining, and maintaining current water supply operations permit and wastewater treatment agreements with the City of Fremont, Nebraska; provided, however, PeopleService shall assist Owner with preparing these filings and shall provide ongoing assistance regarding the maintenance of these permits and agreements;
- (d) Owner shall at all times provide access to the Facilities for PeopleService, its agents and employees;
- (e) Owner shall provide PeopleService the use of all existing equipment owned by Owner, necessary for the operation and maintenance of the Facilities;
- (f) Owner shall be responsible for all damage to the Facilities or components thereof, when such damage and/or liability are caused by flood, fire, acts of God or other force majeure events, civil disturbance, extreme cold temperatures,

excessive subsoil moisture, or misuse of property to the extent Owner was negligent regarding the misuse of such property;

(g) Owner shall designate an individual to act as liaison with PeopleService in connection with the performance of services by PeopleService under this Agreement;

(h) Owner shall be responsible for all property, excise and other taxes assessed on the Facilities; and

(i) Owner shall bear all costs incurred to meet new or modified regulatory requirements not in effect on the Effective Date of this Agreement.

2.2 Owner shall maintain in full force and effect all existing policies of property and general liability insurance pertaining to the Facilities. Owner shall furnish PeopleService with Certificates of Insurance as evidence that such policies are in full force and effect under such policies. Such policies shall provide that no less than thirty (30) days' advance notice of cancellation, termination or alteration shall be sent directly to PeopleService and Owner.

2.3 Owner shall indemnify and hold PeopleService, its officers, employees and agents, harmless under this Agreement for any and all claims, damages, costs or expenses caused by malfunction or failure of the Facilities or any components thereof or other liability or loss including injury, death, or damages to any person or property related in any way to the performance of this Agreement to the extent such claims, damages, costs, expenses, liability or loss are caused by the negligent acts, errors or omissions of Owner. This provision shall survive the termination of this Agreement.

ARTICLE III - RESPONSIBILITIES OF PEOPLESERVICE

3.1 In addition to PeopleService's responsibilities under Article I, PeopleService shall indemnify and hold Owner, its employees and agents, harmless under this Agreement for all claims, damages, costs or expenses caused by malfunction or failure of the Facilities or any components thereof or other liability or loss including injury, death, or damages to any person or property related in any way to the performance of this Agreement to the extent such claims,

damages, costs, expenses, liability or loss are caused by the negligent acts, errors or omissions of PeopleService. This provision shall survive the termination of this Agreement.

ARTICLE IV - COMPENSATION

4.1 As compensation for services rendered by PeopleService pursuant to this Agreement, Owner shall pay to PeopleService the sum of \$29,243 per month during the first twelve (12) months of this Agreement, commencing with the Effective Date. The monthly payment shall be due and payable on the first day of the month in which services are to be rendered. All other compensation to PeopleService is due upon receipt of PeopleService's invoice and payable within thirty (30) days of the date of the invoice.

4.2 The monthly compensation provided in Section 4.1 shall be adjusted on October 1st of each year, beginning on October 1, 2022. The basis for the annual adjustment for October 1, 2022 shall be the change in the Consumer Price Index for All Urban Consumers (CPI-U) as regularly reported by the U.S. Bureau of Labor Statistics, between June 2021 and June 2022 plus one percent (1%). For each year thereafter, the adjustment shall be the change in the CPI-U as reported between June of the year preceding the year of adjustment and June of the year of adjustment plus one percent (1%). This annual adjustment shall be done by letter acknowledging the change and will not require official action or contract amendment.

4.3 If for any ninety (90) consecutive day period during the term of this Agreement the average quality and/or quantity of wastewater flow or water production should significantly change (i.e. 20 percent in flow or contaminants) compared to the average experienced during the same ninety (90) day period of the twelve months immediately preceding the Effective Date of this Agreement, resulting in increased or decreased operating costs, both parties will mutually agree to negotiate an adjustment to reflect the incremental change in costs. If the parties cannot agree on an adjustment within ninety (90) days following a party's request for an adjustment, either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

ARTICLE V - TERM OF AGREEMENT

5.1 This Agreement shall remain in full force and effect until September 30, 2026. The Agreement shall be automatically renewed for successive terms of one (1) year each unless written notice of cancellation is given by either party to the other no less than ninety (90) days prior to the date of expiration.

ARTICLE VI - TERMINATION

6.1 This Agreement may be terminated by either party in the event of the other party's breach of contract terms, by the first party's giving written notice of such breach and the second party's failure to correct within thirty (30) days of receipt of such notice.

6.2 PeopleService shall not be in breach under this Agreement for its failure to perform its obligations under this Agreement, to the extent that the performance of such obligations is prevented or delayed by events, including but not limited to Acts of God, strikes, labor disputes, and unavailability of parts. In the event PeopleService claims that its performance is prevented or delayed by any such event, PeopleService will promptly notify Owner of that fact and the circumstances preventing or delaying its performance.

ARTICLE VII - MISCELLANEOUS

7.1 Any temporary or portable equipment which is provided by PeopleService during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of PeopleService upon termination of this Agreement. PeopleService shall not make any expenditures for capital replacements of the Facilities or any component thereof without the prior approval of Owner unless there is an emergency. An emergency exists when such expenditures are necessary to continue operation of Owner's Facilities or to provide for public health, safety or environmental protection. If there is an emergency, PeopleService shall provide Owner with verbal notice of the need for the capital replacement expenditure as soon as possible by informing the City of Valley's Mayor or, if the Mayor is not immediately available, to the Valley City Council President. Owner shall reimburse PeopleService for such emergency capital replacement expenditures in accordance with Section 4.1 of this Agreement.

7.2 This Agreement represents the entire agreement of the parties and may only be modified or amended in a writing signed by both parties.

7.3 Written notices required to be given under this Agreement shall be deemed given when mailed by first class mail to PeopleService, Attention: President, and to Owner, Attention: City Clerk, at the addresses set forth for each in the opening paragraph of this Agreement.

7.4 This Agreement shall be governed by, and construed in accordance with, the laws of the state of Nebraska.

7.5 Neither party shall assign, in whole or in part, any of the rights, obligations or benefits of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

7.6 PeopleService shall register with and utilize an electronic verification system or program for all of its new hire employees. This electronic verification system or program now known as the "E-Verify Program", but also may include an equivalent federal program designated by the Department of Homeland Security or another federal agency authorized to verify the work eligibility status of employees. PeopleService shall contractually require all subcontractors performing work under this contract to also register and utilize such electronic verification system for employees hired on or after the Effective Date of this Agreement. PeopleService and all of its subcontractors shall use such electronic verification system to determine the work eligibility status of each new employee physically performing any services under this contract. Any person whom the electronic verification system determines is ineligible or not authorized to work in the United States shall not be permitted by PeopleService or a subcontractor to perform services under this contract.

7.7 As a government contractor, PeopleService must comply with the provisions of Executive Order 11246, as amended, and other existing laws related to Equal Employment Opportunity (EEO). Part of our commitment to EEO is to take affirmative action to ensure that

job seekers are recruited; job applicants are considered for employment opportunities; and employees are treated without regard to their race, gender, color, religion, national origin, age, sexual orientation, gender identity or expression, genetic information, disability or veteran status or any other status protected by law. In addition, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort and responsibility, under similar working conditions, in the same establishment.

7.8 Owner agrees not to offer employment to or to hire any current or former employee of PeopleService until twelve (12) months has lapsed since the employee's termination from PeopleService. This restriction shall not pertain to employees who worked for the Owner prior to their employment with PeopleService.

7.9 Upon the Effective Date of this Agreement, that certain Operation and Maintenance Agreement dated October 9, 2018 between the Owner and PeopleService shall automatically terminate and shall be superseded by this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

PEOPLESERVICE, INC.

CITY OF VALLEY, NEBRASKA

President

Mayor

Attest: _____
Secretary

Attest: _____
City Clerk

OPERATION AND MAINTENANCE AGREEMENT

EXHIBIT A

Description of Facilities

For purposes of this Agreement, the following water/wastewater utility components are included:

- WATER SYSTEM: Water facilities serving the City of Valley consisting of two (2) wells with ancillary pump house structures, water treatment plant consisting of aeration, detention, filtration, storage, and chemical addition. One 750,000 gallon hydro pillar water tower, and water mains of varying sizes; and the water systems serving the areas previously known as Ginger Cove and Ginger Woods, each consisting of a water production well (two wells serve the Ginger Cove area), hydro-pneumatic tanks and water distribution systems containing water mains of varying sizes and the water distribution system containing water mains of varying sizes serving the area known as the Pines Country Club.

- WASTEWATER SYSTEM: Wastewater collection system comprised of various sizes of interceptor lines and manholes, along with twenty seven (27) lift stations and all related force mains and conveyance facilities to Fremont, Nebraska including the Fremont metering station and the storm water pump station. The lift stations included are:

Byarsville

Blue Water # 1,2,3,4,5,6 & 7

Country Aire

Ginger Cover #1,2 & 3

Ginger Woods #1,2 & 3

Legacy

Mallard Landing #1,2,3 & 4

Meigs St.

Regional

Valhaven

Valley Shores #1,2 & 3

Valmont

Storm Water Lift Stations:

Gardiner Street

S.E. Street

OPERATION AND MAINTENANCE AGREEMENT

EXHIBIT B

Water Services to be Provided by PeopleService

Except as otherwise provided in the Operation and Maintenance Agreement, and subject to the limitations set forth therein, PeopleService shall provide the following services to Owner in connection with the Facilities:

1. Provide professional management, operations, and maintenance of the water production, water treatment, water storage and water distribution facilities including certified, competent operators to perform daily O&M activities.
2. Procure all communication services, consumable supplies, chemicals (potable water only), fuels, materials and services necessary for the safe and efficient operation, as well as payment for items in the day-to-day operation.
3. Monitor, sample, analyze, and report as required by the Nebraska Department of Health (NDOH) in matters related to municipal water supply. Testing will include those tests necessary to maintain the daily operation of the water treatment system. Any additional testing costs as required by regulatory agencies such as inorganic chemicals, synthetic organic chemicals and volatile organic chemicals will be the responsibility of the Owner.
4. Provide a monthly, written report to Mayor/Council summarizing plant performance, production, flows, major projects or accomplishments, and preventive and corrective maintenance activities for the month.
5. PeopleService will read the water meters on a monthly basis, providing the readings to the Utility Billing Clerk.
6. PeopleService will be responsible for water meter maintenance, including the replacement of malfunctioning meters and the installation of water meters for new

service connections (including the meter, wire and MXU unit). The Owner shall be responsible for the cost of any meters used for new service connections.

7. Provide assistance to the Owner, Owner's consulting engineer, and/or accountant in evaluation of rate structure, capital improvements, major replacement schedules, financial management audit, budgeting, and pretreatment requirements.
8. Implement the use of a comprehensive, preventative maintenance program in an attempt to ensure the projected life expectancy of plant equipment, and will enforce existing equipment warranties and guarantees, and maintain all warranties on any new equipment purchased after the effective date of this Agreement.
9. Provide technical training to the water operators on treatment process, preventive maintenance techniques, and safety awareness.
10. Utilize local purchasing and services and hire additional staff from the Valley area to the extent reasonably possible.
11. Maintain cleanliness of process equipment and building interior (general appearance of all building exteriors and grounds will be the responsibility of the Owner) and conduct operations such that nuisances of sight, sound, and odor are eliminated or minimized to the extent reasonably possible.
12. Schedule, coordinate and oversee the contractor chosen by the Owner to do the annual maintenance checks on the lift stations and lift station emergency generators. Any fuel purchased for the testing and operation of the generators will be considered part of the maintenance fund discussed in Section 1.3 of this Agreement.
13. Properly secure and protect the utility facilities within the limits of available security devices.

14. Complete all water line locates requested by the Nebraska One Call System. In addition, PeopleService will inspect all new water taps of the Owner's distribution system.
15. Comply with all applicable city, state, and federal laws, regulation, and administrative rules.
16. Use a professional manner in dealing with community groups concerned with any facet of the operation, including tours and other public relations programs.
17. Coordinate and cooperate with the Owner's engineer and contractors to facilitate the completion of any expansion or improvement to the facilities.
18. Provide assistance to the Owner for following Value-Added Services:
 - * SDWA Amendments (1986) Assessment and Consultation
 - * Water Rates Study
 - * Five-Year Water Capital Improvements Assessment and O&M Budgeting Assistance
19. Responsibility for specific items is noted as PS for PeopleService and Owner for Owner.

Wells and Pump House Locations

Responsibility

- | | |
|--|-------|
| * Repair or replacement of any item with a cost of under \$500 | PS |
| * Repair or replacement of any item over \$500 | Owner |
| * Replacement of any and all consumable items | PS |
| * Well maintenance contract | PS |

Water Distribution System

Responsibility

- | | |
|--|-------|
| * Sections of broken water main under \$500 | PS |
| * Repair sleeves (water main break repair materials) | PS |
| * Faulty gate valves | Owner |
| * Replacement water meters | Owner |
| * Water meters for new service connections | Owner |
| * Service line from main to curb stop | PS |

- * Repair and/or replacement of curb stops PS
- * Hydrant and system flushing PS
(Flushing will be done on a yearly basis or as needed)

Miscellaneous

A - PeopleService will provide the necessary information to complete all forms required through the administration of the water utility systems. PeopleService will not be required to pay any fees associated with the licenses or permits required by the state agencies. PeopleService will pay all expenses associated with the individual operator certification.

B - PeopleService will not be responsible for any additional costs associated with any construction project or upgrades involving the water systems.

OPERATION AND MAINTENANCE AGREEMENT

EXHIBIT C

Wastewater Services to be Provided by PeopleService
Except as otherwise provided in the Operation and Maintenance Agreement, and subject to the limitations set forth therein, PeopleService shall provide the following services to Owner in connection with the Facilities:

1. Provide professional management, operations, and maintenance of the wastewater collection system (including the lift stations), including certified, competent operators to perform daily O&M activities.
2. Procure all communication services, consumable supplies, fuels, materials and services necessary for the safe and efficient operation, as well as payment for items in the day-to-day operation.
3. Monitor, sample, analyze, and report as required by the Nebraska Department of Environmental Quality (DEQ) or the City of Fremont with respect to the wastewater pumped to the City of Fremont.
4. Provide a monthly, written report to Mayor/Council summarizing lift station performance, flows and major projects or accomplishments; and preventive and corrective maintenance activities for the month.
5. Provide assistance to the Owner, Owner's consulting engineer, and/or accountant in evaluation of rate structure, capital improvements, major replacement schedules, financial management audit, budgeting, and pretreatment requirements.
6. Act as a liaison between the Owner and the DEQ, City of Fremont and the federal E.P.A. in matters relating to compliance with water quality and discharge requirements, and other liaison activities, as required.

7. Implement the use of a comprehensive, preventative maintenance program in an attempt to ensure the projected life expectancy of plant equipment, and will enforce existing equipment warranties and guarantees, and maintain all warranties on any new equipment purchased after the effective date of this Agreement.
8. Provide technical training to the wastewater operators on treatment process, preventive maintenance techniques, and safety awareness.
9. Utilize local purchasing and services and hire additional staff from the Valley area to the extent reasonably possible.
10. Maintain cleanliness of process equipment and lift station interiors (general appearance of all building exteriors and grounds will be the responsibility of the Owner) and will conduct operations such that nuisances of sight, sound, and odor are eliminated or minimized to the extent reasonably possible.
11. Properly secure and protect the utility facilities within the limits of available security devices.
12. Complete all sewer line locates requested by the Nebraska One Call System. In addition, PeopleService will inspect all new water/sewer taps of the Owner's collection system interceptor lines.
13. Comply with all applicable city, state, and federal laws, regulation, and administrative rules.
14. Use a professional manner in dealing with community groups concerned with any facet of the operation, including tours and other public relations programs.
15. Coordinate and cooperate with the Owner's engineer and contractors to facilitate the completion of any expansion or improvement to the facilities.

16. Serve as a liaison between the Owner and any new or existing major contributing industries and provide technical assistance to the Owner in consultation to existing industries and to any new industries, in matters relating to their pretreatment process, or agreements with the Owner and the DEQ.

17. Provide assistance to the Owner for following Value-Added Services:
 - * Five-Year Wastewater Capital Improvements Assessment and O&M Budgeting Assistance
 - * Inflow/Infiltration (I/I) Analysis of Wastewater Collection System
 - * Wastewater Rates Study
 - * Industrial Pre-Treatment Investigation

18. Responsibility for specific items is noted as PS for PeopleService and Owner for Owner.

<u>Wastewater Collection System</u>	<u>Responsibility</u>
* Repair and/or replacement of manhole covers with an estimated materials cost of under \$500	PS
* Repair and/or replacement of manhole structures with an estimated materials cost of under \$500	PS
* Repair of sewer line with an estimated materials cost of under \$500	PS
* Televising of sewer system	Owner
* Jetting of sewer lines (At least 1/4 of the total system per year)	PS
* Maintenance of jetting machine	Owner

Miscellaneous

A - PeopleService will provide the necessary information to complete all forms required through the administration of the wastewater utility system. PeopleService will not be required to pay any fees associated with the licenses or permits required by the state agencies. PeopleService will pay all expenses associated with the individual operator certification.

B - PeopleService will not be responsible for any additional costs associated with any construction project or upgrades involving the wastewater system.

CASH REQUIREMENTS REPORT

INVOICE/LN	STAT	VENDOR NO/NAME	DUE DATE	REFERENCE	GROSS	DISCOUNT	PAYMENT NET	AMOUNT
1 FIRST NEBRASKA BANK- CHECKING								
38838	1 S	2031 THREE POINTS LAKE DEVEL	5/31/2010	VAL SHORES TIF PAY#29	.00	.00	.00	_____
39138	1 S	615 FIRST NEBRASKA BANK	7/31/2010	IRA	.00	.00	.00	_____
39138	2 S	615 FIRST NEBRASKA BANK	7/31/2010	EXTRA IRA	.00	.00	.00	_____
		* DATE TOTAL *			.00	.00	.00	_____
13154	1 S	130 ANDERSEN PLUMBING, INC.	9/29/2021	WATER MAIN REPAIR LOT 8 G COVE	1812.50	.00	1812.50	_____
09/30/21	1 S	132 SYNCB/AMAZON	9/29/2021	BOOKS	901.08	.00	901.08	_____
09/30/21	2 S	132 SYNCB/AMAZON	9/29/2021	OFFICE SUPPLIES	30.96	.00	30.96	_____
09/30/21	3 S	132 SYNCB/AMAZON	9/29/2021	MISC. SUPPLIES	5.79	.00	5.79	_____
09/30/21	4 S	132 SYNCB/AMAZON	9/29/2021	DONATION EXPENDITURES	125.98	.00	125.98	_____
09/30/21	5 S	132 SYNCB/AMAZON	9/29/2021	GRANT EXPENDITURES	208.96	.00	208.96	_____
25204	1 S	300 C & C COMPLETE DIESEL S	9/29/2021	COOLANT TANK	344.75	.00	344.75	_____
P171081	1 S	347 CORE & MAIN LP	9/29/2021	HYDRANT WATER METERS	3938.80	.00	3938.80	_____
P559438	1 S	347 CORE & MAIN LP	9/29/2021	METERS	1138.80	.00	1138.80	_____
6995153	1 S	425 DEMCO	9/29/2021	OFFICE SUPPLIES	81.14	.00	81.14	_____
905066054	1 S	532 EVOQUA WATER TECHNOLOGI	9/29/2021	BIOXIDE-AQ	15253.92	.00	15253.92	_____
9/30/21	1 S	1100 TED KATHOL	9/29/2021	TIRE DAMAGE FROM STREET	580.00	.00	580.00	_____
6003229122	1 S	1234 LOVE'S TRAVEL STOPS	9/29/2021	GAS	21.71	.00	21.71	_____
6003229122	2 S	1234 LOVE'S TRAVEL STOPS	9/29/2021	GAS	32.63	.00	32.63	_____
6003251640	1 S	1234 LOVE'S TRAVEL STOPS	9/29/2021	GAS	92.50	.00	92.50	_____
6003352718	1 S	1234 LOVE'S TRAVEL STOPS	9/29/2021	GAS	500.89	.00	500.89	_____
6003356082	1 S	1234 LOVE'S TRAVEL STOPS	9/29/2021	GAS	133.61	.00	133.61	_____
6003356082	2 S	1234 LOVE'S TRAVEL STOPS	9/29/2021	GAS	33.28	.00	33.28	_____
09/30/21	1 S	1443 NE DEPT REV SALES TAX	9/29/2021	NE WASTE REDUCTION RECYCLE FEE	25.00	.00	25.00	_____
30820	1 S	1445 NEBRASKA LIBRARY COMMIS	9/29/2021	OVERDRIVE ANNUAL FEE	500.00	.00	500.00	_____
128471	1 S	1511 OMAHA PNEUMATIC EQUIPME	9/29/2021	JACKHAMMER REPAIR	497.30	.00	497.30	_____
0921196	1 S	1513 OFFICE NET	9/29/2021	ENVELOPES	29.72	.00	29.72	_____
0921196	2 S	1513 OFFICE NET	9/29/2021	ENVELOPES	29.72	.00	29.72	_____
0921196	3 S	1513 OFFICE NET	9/29/2021	ENVELOPES	29.73	.00	29.73	_____
0921196	4 S	1513 OFFICE NET	9/29/2021	ENVELOPES	29.73	.00	29.73	_____
9/30/21	1 S	2222 D. C. WEST SCHOOL DIST.	9/29/2021	LIQUOR/TOBACCO LICENSES	1940.00	.00	1940.00	_____
9/30/21	2 S	2222 D. C. WEST SCHOOL DIST.	9/29/2021	PARKING FINES	55.00	.00	55.00	_____
80040530	1 S	2337 SCANTRON CORPORATION	9/29/2021	FIREWALL	3354.98	.00	3354.98	_____
80040531	1 S	2337 SCANTRON CORPORATION	9/29/2021	GMS FIREWALL MANAGEMENT	1200.00	.00	1200.00	_____
		* DATE TOTAL *			32928.48	.00	32928.48	_____
		** BANK TOTAL **			32928.48	.00	32928.48	_____
		** REPORT TOTAL **			32928.48	.00	32928.48	_____