

AGENDA
VALLEY CITY COUNCIL
November 9, 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 from October 12, 2021

7.B. ACCEPT TREASURER'S REPORT

7.C. APPROVE MANUAL CHECKS WRITTEN IN OCTOBER

7.D. APPROVE BILLS & ADDITIONAL BILLS PRESENTED FOR PAYMENT

A Complete listing of claims processed through noon on Monday November 8, 2021 is on file in the office of the City Clerk.

7.E. OCTOBER PAYROLL \$70,482.52 OCTOBER IRA \$1,784.07

- 7.F. OCTOBER KENO RECEIPTS - \$5,036.19
- 7.G. ACCEPT PEOPLESERVICE, INC., REPORT
- 7.H. ACCEPT OCTOBER Library Statistics
- 7.I. APPROVE PLANNING COMMISSION MINUTES
- 7.J. APPROVE CEMETERY BOARD MINUTES
8. MD WEST ONE SPORTS COMPLEX UPDATE
9. DOWTOWN VALLEY CHRISTMAS TREE LIGHTING - ANGELA EXSTROM
Permission to close Front Street and Spruce Street for parade.
10. AMENDMENT TO CITY COUNCIL MINUTES
AMEND MINUTES FROM SEPTEMBER 8 AND SEPTEMBER 28, 2021 TO
INCLUDE THE PRESENCE OF CITY CLERK CHERYL ECKERMAN
11. REZONING - LOT 141 VALLEY SHORES
12. FINAL PLAT - FLATWATER ESTATES
RESOLUTION 2021-61 - PREDEVELOPMENT COST AGREEMENT
13. RESOLUTION 2021-52 - AMENDMENT TO INTERLOCAL AGREEMENT
Amendment to include the addition of the Village of Boystown as a cooperating agency
to provide mutual aid maintenance and support for law enforcement services
14. RESOLUTION 2021-53 - OPERATION AND MAINTENANCE AGREEMENT FOR
STREET SWEEPING SERVICES
15. RESOLUTION 2021-54 - OPERATION AGREEMENT WITH FLAGSHIP
PLANNING SOLUTIONS
Contract for employee health care benefits through Blue Cross Blue Shield and
supplemental insurance through Morgan White Group
16. 2021 ONE-YEAR AND SIX YEAR ROAD AND STREET IMPROVEMENT
PROGRAM
- Presentation from city street superintendent
 - Open Public Hearing for comments
 - Close Public Hearing
 - Resolution 2021-55 Adoption of the 2021 1 & 6 Year Street Plan
17. FINAL PLAT GEIS SUBDIVISION
- Presentation
 - Open Public Hearing for comments
 - Close Public Hearing
 - Resolution 2021-56 Subdivision Agreement
 - Resolution 2021- 57 Final Plat

18. RESOLUTION 2021-58 - AMENDMENT TO SUBDIVISION AGREEMENT
Replatting of Lots 14, 15 and 16 into Lots 1, 2 and 3 Gaviidae Replat Two
19. RESOLUTION 2021-59 - ESTABLISHMENT OF BASE FLOOD ELEVATIONS -
FALCON BUSINESS PARK

20. RESOLUTION 2021-62 - AGREEMENT WITH NDOT FOR SNOW REMOVAL ON
HIGHWAY 64 OUTSIDE THE CITY LIMITS

21. ORDINANCE NO. 768 AMENDING SUBDIVISION REGULATIONS
Amendment relating to the issuance of building and certificates of occupancy
22. ORDINANCE NO. 769 - AMENDING FUTURE LAND USE MAP
 - Presentation
 - Open Public Hearing for comments
 - Close Public Hearing
 - Ordinance No. 769 Amending Future Land Use Map
23. ORDINANCE NO. 770 ADOPTION OF ZONING MAP
 - Presentation
 - Open Public Hearing for comments
 - Close Public Hearing
 - Ordinance No. 770 Adoption of Zoning Map
24. CITY ENGINEER
 - 24.A. OTHER / MISCELLANEOUS
 - Falcon Business Park Water Sewer - Update
 - Flatwater Improvements Phase 3 Re-bid - Update
 - Country Aire Pumping Station - Update
 - West Street Pumping Station - Update
 - Flatwater Estates Development
 - Falcon Business Park - Phase 2 and 3
 - Water Treatment Plant Expansion
 - 24.B. 2021 STREET RESURFACING PROJECT
RESOLUTION 2021-60 Payment No. 3 to Western Engineering in the amount of
\$118,071.72
25. CITY ATTORNEY
FIRE DEPARTMENT UPDATE
26. MAYOR'S REPORT

27. UPCOMING ITEMS
 - Downtwon Valley Christmas Tree Lighting - November 27 from 5 to 7 p.m.
 - Planning Commission: No Meeting

- Valmont First Responders Appreciation Dinner - Wednesday, Nov. 17th, 7:00pm
- 8:00pm

Douglas County

Post-Gazette

P.O. Box 677

Elkhorn, NE 68022

402-289-2329

INVOICE - AFFIDAVIT OF PUBLICATION

INVOICE #	206243	DUE DATE	10/27/2022
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BILL TO
City of Valley P.O. Box 682 Valley, NE 68064

THE STATE OF NEBRASKA } ss. Darren P. Ivy, being duly sworn,
County of Douglas } says that he is the publisher of

DOUGLAS COUNTY POST-GAZETTE

News of Douglas County,

a legal newspaper which is published and is in general circulation in Douglas County, Nebraska, and is printed in the English Language weekly at its office in Elkhorn, Nebraska; that said newspaper has been so published for more than fifty-two successive weeks prior to the publication of the annexed notice, and has a bona fide circulation of more than three hundred copies each issue. That to affiant's personal knowledge, the annexed notice was published in said newspaper:

CITY OF VALLEY PUBLIC HEARING

Notice is hereby given that there will be a Public Hearing held before the City Council at 7:00 p.m. on November 9, 2021 concerning the proposed One and Six Year Street Plan for the City of Valley, Nebraska.

Cheryl K. Eckerman,
City Clerk

October 27 - 12 Ins
ZNEZ

1	Successive Week(s)
Beginning with the issue of:	10/27/2021
and ending with the issue of:	10/27/2021
Publisher's fee at Legal Rate is:	\$5.05

Darren P. Ivy

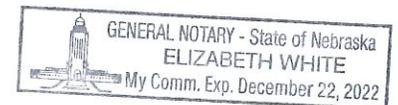
Darren P. Ivy, Publisher

Summary Information	Weekly Cost
City of Valley Public Hearing Notice November 9 - October 27	5.05

Subscribed and sworn before me, this 27th day of

October, 2021

[Signature]
Notary Public



Douglas County Post-Gazette

P.O. Box 677
Elkhorn, NE 68022
402-289-2329

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NOTICE OF MEETING CITY OF VALLEY, NEBRASKA

Notice is hereby given that a meeting of the City of Valley will be held on **Tuesday, November 9, 2021 at 7:00 p.m.** at Valley City Hall.

PUBLIC HEARINGS will be held on the following:

1. Revised City of Valley Zoning Map

2. Revised City of Valley Future Land Use Map

3. Rezoning - Lot 141 Valley Shores, a subdivision in Douglas County Nebraska from C1 (General Commercial) to R2 (Medium/High Density Residential)

4. Final Plat - Geis Subdivision, a subdivision located in the SE quarter of the northeast quarter of section 31, township 16 north, range 10 east of the 6th p.m.

5. Final Plat - Gaviidae Replat 2 (Lots 1 through 3 and Outlots A through C (previously Lots 14, 15 & 16 Gaviidae), A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

6. Final Plat - Flatwater Estates (Lots 201 through 306 inclusive and Outlots A through F inclusive) - PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 16 NORTH, RANGE 9 EAST OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA (N 288th AND IDA STREET)

An agenda kept continually current shall be available for public inspection at Valley City Hall.

Cheryl K. Eckerman
City Clerk

October 27 - 40 Ins
ZNEZ

1	Successive Week(s)
Beginning with the issue of:	10/27/2021
and ending with the issue of:	10/27/2021
Publisher's fee at Legal Rate is:	\$16.83

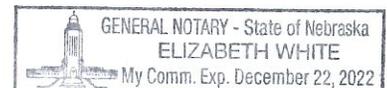
Darren P. Ivy

Darren P. Ivy, Publisher

Summary Information	Weekly Cost
City of Valley Notice of Meeting November 9 - October 27	16.83

Subscribed and sworn before me, this 27 day
of October, 2021

[Signature]
Notary Public



MINUTES
REGULAR MEETING
October 12, 2021

1 & 2 Roll Call & Call to Order - Mayor Grove called the meeting to order at 7:00 p.m. Present were mayor Grove; council members, Lewis, Stanzel, TenEyck & Ueckert, city attorney Jeff Farnham & 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 Stanzel led the Pledge of Allegiance.

4. Proof of Publication was on the council desk.

5. Visitors and Correspondence –The Mayor invited anyone present who is not on the agenda to come forward, noting they will have three minutes to speak.

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

7. Consent Agenda – Council member Stanzel moved to approve the consent agenda. Lewis seconded. Stanzel, Lewis, TenEyck and Ueckert voted YES. NO; no one, motion carried. Items on the consent agenda were to accept September 8, 14, 21 and 28 city council minutes, July 8 Library Board minutes, Treasurer's Report; September payroll \$92,685.82, IRA \$1,880.08, Keno Receipts \$6,101.90, PeopleService Report, Library Statistics, SDL's for January 15, February 19, March 19, April 16, May 21 and June 18, 2022 for Valley Veterans Club; approve checks issued during the month and bills presented for payment: **Supplies:** Ace Outdoor Parts 275.00; Amazon 160.62 & 435.11; Arps 493.00; Diamond Maps 408.00; Host Coffee 134.92; JD Financial 267.83; Kirby Auto Parts 277.60; Larsen International 757.78; Love's 2,729.66; Lowe's 28.22; Menards 172.82; Mastercard 1,795.57; Michael Todd,1,750.54; NMC 342.01, OfficeNet 143.73, Elemental 2,394.10; Publication Printing 118.90; Rob's Oil 1377.93; Fremont Winnelson 88.12;**Services:** Black Hills 307.06; Cox 1,310.92; Datashield 70.44; Do. Co. Post Gazette 6.31;- Jeffrey Farnham 2,058.28; Fremont Utilities 32,279.99; J.D. Car Wash 118.15; Michael Matzen 823.90; NE Sweeping 3,562.23; PeopleService 22,213.00; Waste Connections 176.49; Southwest Law Enforcement 120.00; Verizon 300.13; Western Eng. 54,826.01, Scantron 2,233.90; Midwest Guardrail 2,250.00; NE Child Support Center 788.32; Postmaster 570.35, League of NE Mun. 550.00; Michael Todd 71.64; **Taxes:** Fed 25088.31; NE 2854.41; NE Sales tax 8711.62; **Bond Payments:** FNB/bond 5962.50; FNB/bond 5962.50; **Reimburse/Refund:** D. Vermaas, K. Yockel, J. Pauley, T. Aydt, S. Goldnesen, H. Kirwin, R. Braasch, C. Livingston, B. Glass H. Cortez, L. Leisey, J. Lassek, T. Shallbert, B. Debie, A. Brandt, S. Ueckert, M. Casper, JD Car Wash 150.00 each; Sierra Homes, G. Lee Homes, Dreamscape Homes 1,000.00 each; Gitt Const., R. McGregor 500.00 each; TIF: Mallard 177,798.35; Bluewater 155,340.93; **Ins:** Aflac 960.36 Lincoln Financial 757.78; BCBS 7448.33; Morgan White 948.68.

8. Brew Coffee House – Pop Up Vendor Event – Council member Stanzel moved to allow the Brew Coffee House to block off 2 parking stalls in front of the coffee shop for a vendor to park a trailer for a pop-up event to be held on November 27, 2021. Lewis seconded. Stanzel, Lewis, TenEyck and Ueckert voted YES. NO: No one. Motion carried.

9. Bob Hampton – Issuance of Building Permits prior to OPPD – Bob Hampton, 4889 84th Street, Omaha, NE, asked the council to consider amending the current regulations regarding the issuance of building permits for homes. Jim Olmsted, city engineer, reviewed revisions that he felt could be considered which would allow a building contractor to complete certain building milestones provided that the appropriate infrastructure is in place to accommodate the construction. After discussion, the council directed the city attorney to draft an ordinance to amend Section 2.12.05 of the Subdivision Regulations to make the changes recommended by the city engineer relating to Construction Milestones and Infrastructure requirements for permits to be issued.

10. Designation of First Nebraska Bank as Depository – Council member Lewis moved to designate First Nebraska Bank as the official Depository for the City of Valley. Stanzel seconded. Lewis, Stanzel, Ueckert and TenEyck voted YES. NO; no one, motion carried.

11. Resolution No. 2021-50 – Council member TenEyck introduced, read and moved for passage of Resolution No. 2021-50 authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance to the Nebraska Board of Public Roads Classifications and Standards. 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.

12. Ordinance 767 – To Amend Existing Code Relating to Pole Design Buildings – Council member Stanzel introduced Ordinance No. 767 entitled: AN ORDINANCE TO AMEND AN EXISTING SECTION OF THE CITY OF VALLEY MUNICIPAL CODE RELATING TO POLE DESIGN BUILDINGS LOCATED WITHIN THE RESIDENTIAL ZONING AREAS; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH and moved that the statutory rule requiring reading on three different days be suspended. Council member Ueckert seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: - Stanzel, Ueckert, Lewis and TenEyck. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said Ordinance was then read by title and thereafter council member Ueckert moved for final passage of the ordinance which motion was seconded by council member Stanzel. The Mayor then stated the question "Shall Ordinance No. 767 be passed and adopted. Upon electronic vote, the following council members voted YES: Ueckert, Stanzel, 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.

13. CITY ENGINEER

13. A. 2021 Street Resurfacing Project/Meigs Street Pavement Reconstruction – Greg Perry reviewed the progress of the project and recommended approval of pay application No. 2 from Western Engineering.

Council member Stanzel introduced, read and moved for passage of Resolution No. 2021-51 to approve Pay Application No. 2 to Western Engineering in the amount of \$54,826.01. Lewis seconded. Stanzel, Lewis, Ueckert 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. B. Falcon Business Park – Water/Sewer – Greg Perry stated that the piping for this project is done – testing and seeding are being done and the project will be wrapping up.

13. C. Flat Water Improvements Phase 3 Rebid – Greg Perry informed the council that the supplemental permit needed has been obtained from Union Pacific Rail Road and work should begin early November.

13. D. Other/Miscellaneous – Updates were given on the following projects: Country Aire Pumping Station Upgrades, West Street Pumping Station, Flat Water Estates Development, Stillwater Development, Geis Subdivision Plat, Water Treatment Plan Expansion and NDEE Water Projects Audit. Jim Olmsted noted that the One- and Six-Year Street Plan Public Hearing will be on the November 9 agenda and that Valmont is conducting an analysis/study for possible future connection to Valley's water system for their domestic use.

14. City Attorney – Mr. Farnham stated that his office is continuing work on subdivision agreements and planning and zoning issues and code violations, hearings and litigation.

15. Mayors Report – The Mayor gave updates on building security options and personnel.

16. Upcoming items – Planning Commission meeting October 19 and Twin Rivers YMCA Trunk or Treat Event October 28.

The meeting was adjourned at 7:40 p.m.



Mayor Cindy Grove



City Clerk Cheryl K. Eckerman

City of Valley Pooled Cash Governmental Funds							
		Cash Balance 9/30/2021	Net Income or (Loss)	Fund 3 Withholdings	Interfund Transfers	Cash Balance 10/31/2021	Investments 10/31/2021
General - Fund 1	Dept	\$1,001,459.54	(\$4,891.18)			\$996,568.36	\$14,402.20
Pines Assessments		\$319,036.67	\$63.37			\$319,100.04	
Bond - Fund 2	021	\$1,868,042.09	\$13,685.61			\$1,881,727.70	
C D A	001	\$46,892.28	\$5.49			\$46,897.77	
City of Valley Pooled Cash Proprietary Funds							
		Cash Balance 9/30/2021	Net Income or (Loss)	Fund 3 Withholdings	Interfund Transfers	Cash Balance 10/31/2021	Investments 10/31/2021
Funds 6 & 7							
Water - Fund 6	024	\$485,818.99	\$30,890.47			\$516,709.46	\$9,448.38
Cap. Facility Chg.	024	\$890,112.37	\$1,786.30			\$891,898.67	
Sewer - Fund 7	026	\$1,200,042.53	\$30,890.48			\$1,230,933.01	
Cap. Facility Chg.	026	\$633,203.98	\$2,116.58			\$635,320.56	
		\$3,209,177.87	\$65,683.83			\$3,274,861.70	\$9,448.38
	Dept	Cash Balance 9/30/2021	Net Income or (Loss)	Fund 3 Withholdings	Interfund Transfers	Cash Balance 10/31/2021	Investments 10/31/2021
Fund 4							
Nursing Home	050	\$532,896.12	\$10,340.89			\$543,237.01	
Fund 8							
Keno	056	\$78,135.86	\$42.73			\$78,178.59	
Fund 10							
Sales Tax	058	\$1,056,541.26	\$146,839.52			\$1,203,380.78	
ARPA		\$255,778.82	\$50.81			\$255,829.63	
Total All Funds		\$9,250,739.29	\$650,957.71			\$8,599,781.58	\$23,850.58

MANUAL CHECKS FOR OCTOBER 2021			
	<u>CHECK #</u>		<u>AMOUNT</u>
NEBRASKA CHILD SUPPORT CENTER	52228	8-Oct	394.16
UNION PACIFIC RAILROAD	52229	7-Oct	2,000.00
POSTMASTER	52294	13-Oct	116.00
BRIAN & JANE DEBRIE	52295	13-Oct	150.00
VALLEY DAYS FOUNDATION	52296	13-Oct	5,000.00
KEN GRIMM	52297	19-Oct	100.00
MALLARD LANDING	52298	20-Oct	12,660.04
BLUEWATER DEVELOPMENT	52299	20-Oct	17,506.19
NEBRASKA CHILD SUPPORT CENTER	52300	20-Oct	394.16
REGISTER OF DEEDS	52301	20-Oct	120.00
POSTMASTER	52302	29-Oct	510.34
			38,950.89

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	_____
NOV 2021	1 S	384 COX BUSINESS SERVICES	11/08/2021		297.78	.00	297.78	_____
NOV 2021	2 S	384 COX BUSINESS SERVICES	11/08/2021		166.52	.00	166.52	_____
NOV 2021	3 S	384 COX BUSINESS SERVICES	11/08/2021		5.54	.00	5.54	_____
NOV 2021	4 S	384 COX BUSINESS SERVICES	11/08/2021		427.61	.00	427.61	_____
NOV 2021	5 S	384 COX BUSINESS SERVICES	11/08/2021		259.80	.00	259.80	_____
NOV 2021	6 S	384 COX BUSINESS SERVICES	11/08/2021		76.46	.00	76.46	_____
NOV 2021	7 S	384 COX BUSINESS SERVICES	11/08/2021		76.46	.00	76.46	_____
OCT 2021	S 1 S	635 FREMONT DEPT. OF UTILIT	11/08/2021		29213.90	.00	29213.90	_____
6003543919	1 S	1234 LOVE'S TRAVEL STOPS	11/08/2021	11/01/2021 - 11/07/2021	416.07	.00	416.07	_____
6003548860	1 S	1234 LOVE'S TRAVEL STOPS	11/08/2021	11/1/2021 - 11/07/2021	95.37	.00	95.37	_____
6003548860	2 S	1234 LOVE'S TRAVEL STOPS	11/08/2021	11/1/2021 - 11/07/2021	20.90	.00	20.90	_____
33739264	1 S	1304 MARTIN MARIETTA MATERIA	11/08/2021	3/4" Crusher	218.99	.00	218.99	_____
		* DATE TOTAL *			31275.40	.00	31275.40	_____
694871	1 S	105 AFLAC	11/10/2021	AFLAC WITHHELD	944.04	.00	944.04	_____
9820	1 S	119 A-PLUS TREE SERVICE, IN	11/10/2021	tree removal	2000.00	.00	2000.00	_____
1670019	1 S	121 ACE HARDWARE #339C	11/10/2021	highlighter/sharpie	9.96	.00	9.96	_____
1131897949	1 S	127 AMAZON CAPITAL SERVICES	11/10/2021	cable cord adapter	25.98	.00	25.98	_____
1133209988	1 S	127 AMAZON CAPITAL SERVICES	11/10/2021	splitter	22.98	.00	22.98	_____
1941kc3wdj	1 S	127 AMAZON CAPITAL SERVICES	11/10/2021		20.98	.00	20.98	_____
4479685867	1 S	132 SYNCB/AMAZON	11/10/2021	crayons	41.50	.00	41.50	_____
4577998438	1 S	132 SYNCB/AMAZON	11/10/2021	4 books	82.15	.00	82.15	_____
4689895867	1 S	132 SYNCB/AMAZON	11/10/2021	1 book	18.31	.00	18.31	_____
5945866474	1 S	132 SYNCB/AMAZON	11/10/2021	7 tapes	98.36	.00	98.36	_____
7445988837	1 S	132 SYNCB/AMAZON	11/10/2021	5 books	79.87	.00	79.87	_____
7685463797	1 S	132 SYNCB/AMAZON	11/10/2021	book protector	17.39	.00	17.39	_____
3833666884	1 S	132 SYNCB/AMAZON	11/10/2021	5 books	96.91	.00	96.91	_____
3868457563	1 S	132 SYNCB/AMAZON	11/10/2021	4 books	31.96	.00	31.96	_____
993886539	1 S	132 SYNCB/AMAZON	11/10/2021	21 books	287.89	.00	287.89	_____
1020215042	1 S	136 ALLIED APPLIANCE	11/10/2021		764.00	.00	764.00	_____
34506	1 S	159 ARPS	11/10/2021	SE St & Meigs	644.75	.00	644.75	_____
34724	1 S	159 ARPS	11/10/2021	N Meigs & SO E St	519.25	.00	519.25	_____
34824	1 S	159 ARPS	11/10/2021	214 W Meigs	519.25	.00	519.25	_____
98025	1 S	176 AQUA-CHEM, INC.	11/10/2021	diving board/cover	3141.27	.00	3141.27	_____
161	1 S	214 BLIZZARD BOYS	11/10/2021	reciever kit	259.69	.00	259.69	_____
6684745	1 S	242 BOMGAARS	11/10/2021	gloves/car freshener	65.96	.00	65.96	_____
6688279	1 S	242 BOMGAARS	11/10/2021	safety glasses	53.88	.00	53.88	_____
114833166	1 S	253 BLACK HILLS ENERGY	11/10/2021		24.34	.00	24.34	_____
114833166	2 S	253 BLACK HILLS ENERGY	11/10/2021		33.73	.00	33.73	_____
114833166	3 S	253 BLACK HILLS ENERGY	11/10/2021		48.46	.00	48.46	_____
114833166	4 S	253 BLACK HILLS ENERGY	11/10/2021		48.45	.00	48.45	_____
114833166	5 S	253 BLACK HILLS ENERGY	11/10/2021		145.94	.00	145.94	_____
114833166	6 S	253 BLACK HILLS ENERGY	11/10/2021		42.22	.00	42.22	_____

CASH REQUIREMENTS REPORT

INVOICE/LN	STAT	VENDOR NO/NAME	DUE DATE	REFERENCE	GROSS	DISCOUNT	NET	PAYMENT AMOUNT
0102136	1 S	336 COAST TO COAST SOLUTION	11/10/2021		129.46	.00	129.46	_____
0088325	1 S	416 DATASHIELD CORPORATION	11/10/2021		45.00	.00	45.00	_____
281815	1 S	431 DICK'S VALLEY MARKET	11/10/2021	special programs	17.98	.00	17.98	_____
112021	1 S	464 DOUGLAS COUNTY ENVIRONM	11/10/2021	electrical permit fees	1405.43	.00	1405.43	_____
10484	1 S	517 ELKHORN AUTOMOTIVE	11/10/2021	vehicle repairs	1800.00	.00	1800.00	_____
76807	1 S	529 ERICKSON & BROOKS	11/10/2021		3610.00	.00	3610.00	_____
38105	1 S	533 EVERETT'S	11/10/2021	19 Dodge Charger	93.33	.00	93.33	_____
38119	1 S	533 EVERETT'S	11/10/2021	16 Ford	25.00	.00	25.00	_____
38153	1 S	533 EVERETT'S	11/10/2021	repair brakes, 06 F550	913.91	.00	913.91	_____
38161	1 S	533 EVERETT'S	11/10/2021	16 Dodge Charger	71.24	.00	71.24	_____
700446282	1 S	603 FIRST BOOK	11/10/2021	First Book order	32.53	.00	32.53	_____
112021	1 S	610 JEFFREY B. FARNHAM,P.C.	11/10/2021	Valhaven	140.00	.00	140.00	_____
112021	2 S	610 JEFFREY B. FARNHAM,P.C.	11/10/2021	Welton	507.50	.00	507.50	_____
112021	3 S	610 JEFFREY B. FARNHAM,P.C.	11/10/2021	Geis	875.00	.00	875.00	_____
112021	4 S	610 JEFFREY B. FARNHAM,P.C.	11/10/2021	Mallard Lake	192.50	.00	192.50	_____
112021	5 S	610 JEFFREY B. FARNHAM,P.C.	11/10/2021	Valley Suburban Fire	262.50	.00	262.50	_____
112021	6 S	610 JEFFREY B. FARNHAM,P.C.	11/10/2021	General Meetings/Reviews	1452.50	.00	1452.50	_____
112021	7 S	610 JEFFREY B. FARNHAM,P.C.	11/10/2021	Flatwater Lake	175.00	.00	175.00	_____
112021	8 S	610 JEFFREY B. FARNHAM,P.C.	11/10/2021	Flatwater Estates	700.00	.00	700.00	_____
88	1 S	617 FIRST STATE BANK NEBRAS	11/10/2021	NH	3182.43	.00	3182.43	_____
88	2 S	617 FIRST STATE BANK NEBRAS	11/10/2021	NH	2780.07	.00	2780.07	_____
88	1 S	618 FIRST NEBRASKA BANK/BON	11/10/2021	NH	3182.43	.00	3182.43	_____
88	2 S	618 FIRST NEBRASKA BANK/BON	11/10/2021	NH	2780.07	.00	2780.07	_____
19306689	1 S	703 GALL'S INC.	11/10/2021	rechargable flashlight	127.73	.00	127.73	_____
1381396	1 S	827 HOST COFFEE SERVICE	11/10/2021	sugar/creamer	32.40	.00	32.40	_____
1384815	1 S	827 HOST COFFEE SERVICE	11/10/2021	water cooler	26.75	.00	26.75	_____
112021	1 S	1002 J.D.'S CAR WASH & DETAI	11/10/2021	police	86.70	.00	86.70	_____
112021	2 S	1002 J.D.'S CAR WASH & DETAI	11/10/2021	police	10.20	.00	10.20	_____
249718	1 S	1014 JONES AUTOMOTIVE	11/10/2021		16969.06	.00	16969.06	_____
126201	1 S	1115 KIRBY AUTO PARTS	11/10/2021	irrigation	13.35	.00	13.35	_____
126216	1 S	1115 KIRBY AUTO PARTS	11/10/2021	2 cycle oil	203.04	.00	203.04	_____
126220	1 S	1115 KIRBY AUTO PARTS	11/10/2021	cleaner spray	22.46	.00	22.46	_____
126290	1 S	1115 KIRBY AUTO PARTS	11/10/2021	supplies	17.94	.00	17.94	_____
93703	1 S	1204 LARSEN INTERNATIONAL, I	11/10/2021	annual	1965.63	.00	1965.63	_____
112021	1 S	1220 LEAGUE OF NEBR. MUNICIP	11/10/2021	NCMA- Jim	308.00	.00	308.00	_____
4312984207	1 S	1222 LINCOLN FINANCIAL GROUP	11/10/2021	DENTAL INSURANCE	98.44	.00	98.44	_____
4312984207	2 S	1222 LINCOLN FINANCIAL GROUP	11/10/2021	DENTAL INSURANCE	236.40	.00	236.40	_____
4312984207	3 S	1222 LINCOLN FINANCIAL GROUP	11/10/2021	DENTAL INSURANCE	194.30	.00	194.30	_____
4312984207	4 S	1222 LINCOLN FINANCIAL GROUP	11/10/2021	DENTAL INSURANCE	47.28	.00	47.28	_____
4312984207	5 S	1222 LINCOLN FINANCIAL GROUP	11/10/2021	DENTAL INSURANCE	23.64	.00	23.64	_____
4312984207	6 S	1222 LINCOLN FINANCIAL GROUP	11/10/2021	DENTAL INSURANCE	23.64	.00	23.64	_____
0010325272	1 S	1234 LOVE'S TRAVEL STOPS	11/10/2021	police	433.01	.00	433.01	_____
6003462716	1 S	1234 LOVE'S TRAVEL STOPS	11/10/2021		105.81	.00	105.81	_____
6003462716	2 S	1234 LOVE'S TRAVEL STOPS	11/10/2021		33.06	.00	33.06	_____
6003486099	1 S	1234 LOVE'S TRAVEL STOPS	11/10/2021	police dept.	490.70	.00	490.70	_____
6003511219	1 S	1234 LOVE'S TRAVEL STOPS	11/10/2021	police dept.	433.76	.00	433.76	_____
6003514154	1 S	1234 LOVE'S TRAVEL STOPS	11/10/2021		86.73	.00	86.73	_____
6003514154	2 S	1234 LOVE'S TRAVEL STOPS	11/10/2021		34.11	.00	34.11	_____
106356	1 S	1306 MARKING REFRIGERATION,	11/10/2021	ice maker	275.00	.00	275.00	_____
102021	1 S	1313 MICHAEL R. MATZEN	11/10/2021		310.45	.00	310.45	_____

CASH REQUIREMENTS REPORT

INVOICE/LN	STAT	VENDOR NO/NAME	DUE DATE	REFERENCE	GROSS	DISCOUNT	NET	PAYMENT AMOUNT
102021	2 S	1313 MICHAEL R. MATZEN	11/10/2021		107.46	.00	107.46	_____
102021	3 S	1313 MICHAEL R. MATZEN	11/10/2021		107.46	.00	107.46	_____
102021	4 S	1313 MICHAEL R. MATZEN	11/10/2021		298.53	.00	298.53	_____
16063	1 S	1317 MENARDS - FREMONT	11/10/2021		20.22	.00	20.22	_____
17594	1 S	1317 MENARDS - FREMONT	11/10/2021	banquet tables	342.18	.00	342.18	_____
175941	1 S	1317 MENARDS - FREMONT	11/10/2021	damper/hook	11.97	.00	11.97	_____
112021	1 S	1318 FNBT BANK MASTERCARD	11/10/2021	computer	1620.34	.00	1620.34	_____
112021	2 S	1318 FNBT BANK MASTERCARD	11/10/2021	Turf Depot	80.33	.00	80.33	_____
112021	3 S	1318 FNBT BANK MASTERCARD	11/10/2021	Inter Code renewal	216.00	.00	216.00	_____
112021	4 S	1318 FNBT BANK MASTERCARD	11/10/2021	HyVee floral	66.34	.00	66.34	_____
112021	5 S	1318 FNBT BANK MASTERCARD	11/10/2021	Spruce St	49.27	.00	49.27	_____
112021	6 S	1318 FNBT BANK MASTERCARD	11/10/2021	computer	77.86	.00	77.86	_____
112021	7 S	1318 FNBT BANK MASTERCARD	11/10/2021	Jimmy Johns	202.35	.00	202.35	_____
112021	8 S	1318 FNBT BANK MASTERCARD	11/10/2021	police business cards	60.84	.00	60.84	_____
203253	1 S	1328 MICHAEL TODD & CO., INC	11/10/2021	orange marker	143.28	.00	143.28	_____
203253	2 S	1328 MICHAEL TODD & CO., INC	11/10/2021	1 land rd sign	210.70	.00	210.70	_____
203253	3 S	1328 MICHAEL TODD & CO., INC	11/10/2021	shipping	27.00	.00	27.00	_____
836493	1 S	1330 MIRACLE RECREATION EQUI	11/10/2021		1020.82	.00	1020.82	_____
0031493	1 S	1340 MIDWEST SALES & SERVICE	11/10/2021	headlight	167.58	.00	167.58	_____
0031493	2 S	1340 MIDWEST SALES & SERVICE	11/10/2021	grill	103.60	.00	103.60	_____
33766	1 S	1363 MENARDS-ELKHORN	11/10/2021	shop rags	39.92	.00	39.92	_____
33766	2 S	1363 MENARDS-ELKHORN	11/10/2021		47.96	.00	47.96	_____
33766	3 S	1363 MENARDS-ELKHORN	11/10/2021		68.93	.00	68.93	_____
112021	1 S	1369 JOHN MOWREY	11/10/2021	mowing	3548.00	.00	3548.00	_____
990010	1 S	1422 NMC, INC	11/10/2021		35852.36	.00	35852.36	_____
112021	1 S	1429 NEBRASKA STATEWIDE ARBO	11/10/2021	NE Arboretum membership	100.00	.00	100.00	_____
9453	1 S	1444 NEBRASKA LIBRARY ASSOCI	11/10/2021	conference	130.00	.00	130.00	_____
2137	1 S	1457 NEBRASKA SWEEPING, INC.	11/10/2021	STREET SWEEP	2992.35	.00	2992.35	_____
012116	1 S	1505 OLMSTED & PERRY	11/10/2021	St Super Services	1520.00	.00	1520.00	_____
022142	1 S	1505 OLMSTED & PERRY	11/10/2021	W St Pumping Station Equip	1800.00	.00	1800.00	_____
032133	1 S	1505 OLMSTED & PERRY	11/10/2021	Country Aire Pumping Station	1670.00	.00	1670.00	_____
052134	1 S	1505 OLMSTED & PERRY	11/10/2021	sewer	1693.10	.00	1693.10	_____
052134	2 S	1505 OLMSTED & PERRY	11/10/2021	water	1128.74	.00	1128.74	_____
092020069	1 S	1505 OLMSTED & PERRY	11/10/2021	Water Tx Plant Expansion	2470.00	.00	2470.00	_____
10-19052	1 S	1505 OLMSTED & PERRY	11/10/2021	County Aire Sub, Sect 2	1980.00	.00	1980.00	_____
102103	1 S	1505 OLMSTED & PERRY	11/10/2021	General Disc/Meetings/Consults	8128.66	.00	8128.66	_____
11-19063	1 S	1505 OLMSTED & PERRY	11/10/2021		1157.74	.00	1157.74	_____
12-2020-06	1 S	1505 OLMSTED & PERRY	11/10/2021		9954.00	.00	9954.00	_____
132020062	1 S	1505 OLMSTED & PERRY	11/10/2021	2020 St Reconstruction Imp	14220.00	.00	14220.00	_____
02103	1 S	1505 OLMSTED & PERRY	11/10/2021		4608.20	.00	4608.20	_____
112021	1 S	1510 OMAHA PUBLIC POWER DIST	11/10/2021	general	701.84	.00	701.84	_____
112021	2 S	1510 OMAHA PUBLIC POWER DIST	11/10/2021	police	76.72	.00	76.72	_____
112021	3 S	1510 OMAHA PUBLIC POWER DIST	11/10/2021	library	202.56	.00	202.56	_____
112021	4 S	1510 OMAHA PUBLIC POWER DIST	11/10/2021	pool	33.27	.00	33.27	_____
112021	5 S	1510 OMAHA PUBLIC POWER DIST	11/10/2021	parks	375.21	.00	375.21	_____
112021	6 S	1510 OMAHA PUBLIC POWER DIST	11/10/2021	EMD	132.32	.00	132.32	_____
112021	7 S	1510 OMAHA PUBLIC POWER DIST	11/10/2021	water	3240.27	.00	3240.27	_____
112021	8 S	1510 OMAHA PUBLIC POWER DIST	11/10/2021	waste water	3088.84	.00	3088.84	_____
112021	9 S	1510 OMAHA PUBLIC POWER DIST	11/10/2021	streets	156.96	.00	156.96	_____
112021	10 S	1510 OMAHA PUBLIC POWER DIST	11/10/2021	st lights	3963.72	.00	3963.72	_____

CASH REQUIREMENTS REPORT

INVOICE/LN	STAT	VENDOR NO/NAME	DUE DATE	REFERENCE	GROSS	DISCOUNT	PAYMENT NET	AMOUNT
85990	1 S	1513 OFFICE NET	11/10/2021	copies	148.05	.00	148.05	_____
85991	1 S	1513 OFFICE NET	11/10/2021	copies	210.98	.00	210.98	_____
85991	2 S	1513 OFFICE NET	11/10/2021	copies	210.98	.00	210.98	_____
85991	3 S	1513 OFFICE NET	11/10/2021	copies	210.97	.00	210.97	_____
86100	1 S	1513 OFFICE NET	11/10/2021	library copies	154.78	.00	154.78	_____
965584-0	1 S	1513 OFFICE NET	11/10/2021	chair	249.00	.00	249.00	_____
965584-0	2 S	1513 OFFICE NET	11/10/2021	print cartridge	19.49	.00	19.49	_____
965584-0	3 S	1513 OFFICE NET	11/10/2021	keyboard pad	10.64	.00	10.64	_____
965584-0	4 S	1513 OFFICE NET	11/10/2021	keyboard pad	10.64	.00	10.64	_____
965927-0	1 S	1513 OFFICE NET	11/10/2021	paper	35.90	.00	35.90	_____
965927-0	2 S	1513 OFFICE NET	11/10/2021	ink	10.29	.00	10.29	_____
965927-0	3 S	1513 OFFICE NET	11/10/2021	ink	10.28	.00	10.28	_____
965927-0	4 S	1513 OFFICE NET	11/10/2021	paper	10.28	.00	10.28	_____
966259-0	1 S	1513 OFFICE NET	11/10/2021	wipes	6.92	.00	6.92	_____
966363-0	1 S	1513 OFFICE NET	11/10/2021	Jim sig stamp	27.50	.00	27.50	_____
966556-0	1 S	1513 OFFICE NET	11/10/2021	files	22.84	.00	22.84	_____
966556-0	2 S	1513 OFFICE NET	11/10/2021	files	22.84	.00	22.84	_____
966556-0	3 S	1513 OFFICE NET	11/10/2021	files	22.84	.00	22.84	_____
966648-0	1 S	1513 OFFICE NET	11/10/2021	ink cartridge	69.12	.00	69.12	_____
966648-0	2 S	1513 OFFICE NET	11/10/2021	ink cartridge	155.01	.00	155.01	_____
62640	1 S	1609 PCS MOBILE	11/10/2021	12 months VPN	182.50	.00	182.50	_____
0038748	1 S	1617 PEOPLESERVICE INC.	11/10/2021		23065.50	.00	23065.50	_____
0038748	2 S	1617 PEOPLESERVICE INC.	11/10/2021		23065.50	.00	23065.50	_____
6091686	1 S	1653 WASTE CONNECTIONS OF NE	11/10/2021	city hall	56.66	.00	56.66	_____
6091686	2 S	1653 WASTE CONNECTIONS OF NE	11/10/2021	library	19.83	.00	19.83	_____
030065	1 S	1940 STAPLES	11/10/2021	cord cover/paper tray	39.97	.00	39.97	_____
57922	1 S	1961 BRETT SMITH	11/10/2021	drug ID bible	56.95	.00	56.95	_____
62585	1 S	2109 UNIQUE PAVING MATERIALS	11/10/2021	winter blend	644.00	.00	644.00	_____
2020-062	1 S	2325 WESTERN ENGINEERINGG CO	11/10/2021	2021 St Pavement Resurfacing	118071.72	.00	118071.72	_____
80042279	1 S	2337 SCANTRON CORPORATION	11/10/2021	microsoft	292.50	.00	292.50	_____
80042280	1 S	2337 SCANTRON CORPORATION	11/10/2021	office 365	45.00	.00	45.00	_____
112021	1 S	30022 LANDMARK PERFORMANCE	6 11/10/2021	PERMIT DEPOSIT	1000.00	.00	1000.00	_____
112021	1 S	30023 G. LEE HOMES	28 11/10/2021	PERMIT DEPOSIT	750.00	.00	750.00	_____
112021	1 S	30024 MAJESTIC HOMES	67 11/10/2021	PERMIT DEPOSIT	750.00	.00	750.00	_____
112021	1 S	30025 G. LEE HOMES	29 11/10/2021	PERMIT DEPOSIT	1000.00	.00	1000.00	_____
112021	1 S	30026 FALCONE HOMES	58 11/10/2021	PERMIT DEPOSIT	1000.00	.00	1000.00	_____
* DATE TOTAL *					338748.22	.00	338748.22	
** BANK TOTAL **					370023.62	.00	370023.62	
** REPORT TOTAL **					370023.62	.00	370023.62	

October 2021	Wage	IRA	Wage	IRA			Council	Wage
EMPLOYEE	10/08/21		10/22/21					
Joan Suhr	\$300.00		\$0.00				Stanzel	\$0.00
Joan Suhr PTO	\$147.60		\$0.00				Ueckert	\$0.00
Jim Kuester	\$2,980.79		\$2,980.79				Grove	\$0.00
Michael Burns	\$2,664.45	\$79.93	\$2,528.30	\$75.85			Lewis	\$0.00
Stacy Spinar	\$1,738.63	\$34.78	\$1,809.50	\$36.20			Teneyck	\$0.00
Cheryl Eckerman	\$2,766.50	\$83.00	\$2,439.13	\$73.17				
Kristin Phillips	\$0.00							
Kenny Grimm	\$2,460.45	\$73.81	\$2,423.40	72.7				
Tim Sheets	\$1,973.44	\$59.20	\$1,991.58	\$59.75				
Patrick Ratigan	\$1,431.58	\$42.95	\$1,431.58	\$42.95				
Doug Eggen	\$1,939.71	\$58.19	\$1,927.89	\$57.84				
James Musson	\$1,809.93	\$54.30	\$1,812.69	\$54.38				
Jacob O'Connor	\$0.00							
Adam Bates	\$30.00							
Alexandra Drake	\$0.00							
Wesley Harrah	\$127.50		\$0.00					
Kristin Jones	\$38.00		\$152.00					
Clark, Caleb	\$294.50		\$185.25					
Deemer James	\$3,228.49	\$96.85	\$2,105.29	\$63.16				
Matthew Herrick	\$0.00							
Kurt Muhle	\$2,256.33	\$67.69	\$2,372.08	\$71.16				
Patrick McDowell	\$189.98		\$139.69					
Brett Smith	\$2,601.93	\$78.06	\$2,601.93	\$78.06				
Greg Scheer	\$391.64							
Andre Ramaeker	\$40.26							
Roy Napora	\$0.00							
Ken Dohrmann	\$380.00		\$194.75					
Tim, Hrbek	\$228.00							
Kellie Lenhart	\$323.00							
David Dunham	\$2,202.47	\$66.07	\$2,056.61	\$61.70				
Robert Coffey	\$2,231.68	\$106.89	\$2,062.56	\$61.88				
Elizabeth Brown	\$592.48		\$537.74					
Wendy Anderson	\$0.00		\$62.74					
Sydney Groh	\$0.00							
Samantha Stewart	\$1,248.59	\$37.46	\$1,203.09	\$36.09				
Sarah Emmi	\$384.00		\$462.00					
	\$37,001.93	\$939.18	\$33,480.59	\$844.89				\$0.00
Total Wages			\$70,482.52					
Total IRAs			\$1,784.07					
Council			\$0.00					
GRAND TOTAL			\$72,266.59					



Commission Summary

Date 10/5/2021

Paid to City of Valley

For Period 9/16-9/30/2021

Description	Amount
	2,742.90

Amount \$2,742.90



Commission Summary

Date 10/20/2021

Paid to City of Valley

For Period 10/1-10/15/2021

Description	Amount
	2,293.29

Amount \$2,293.29

OCTOBER 2021 KENO RECEIPTS
\$5,036.19



Date: November 2, 2021
To: City of Valley
From: Nate Taylor, Lead Operator
O & M Report: October 2021

Water Operation & Maintenance

- Water locates were completed as needed.
- There was 17,955,000 gallons of water pumped this month.
- There was 20,074,000 gallons pumped between meter reads.
- Water meters were read on the 26th this month.
- There were 316 locates performed this month. (This is water and sewer)
- On the 5th we received complaints of brown water in the morning on the south side of town. Upon Nate's arrival at the water plant, it was found that the filter system PLC computer was not working. With this issue the filters would try and backwash but could not operate controls properly and stirred up a bunch of brown water which in return would allow the brown water to get through the sand filters and put brown water into the system. The brown water is caused by the natural iron and manganese in the ground water. Nate manually backwashed all four filters to clean them out. After the water plant was making clean water again Nate, Jeremy and Bob flushed hydrants until 7:00 pm and everything was running clear. We had one customer at Mallard Landing that still had brown tint to the water, so we flushed the hydrant closer to that residence and her water cleared up.
- On the 26th J&J boring hit a water line that was at the intersection of Center and Reichmuth Road. We were unable to shut the water down completely for the repair, but it was found that they hit a service line to a building that does not exist anymore. The service line appeared to go to the empty lot just to the west side of shell's building. We disconnected the service line from the main and installed a four-inch repair clamp where the service was tapped.

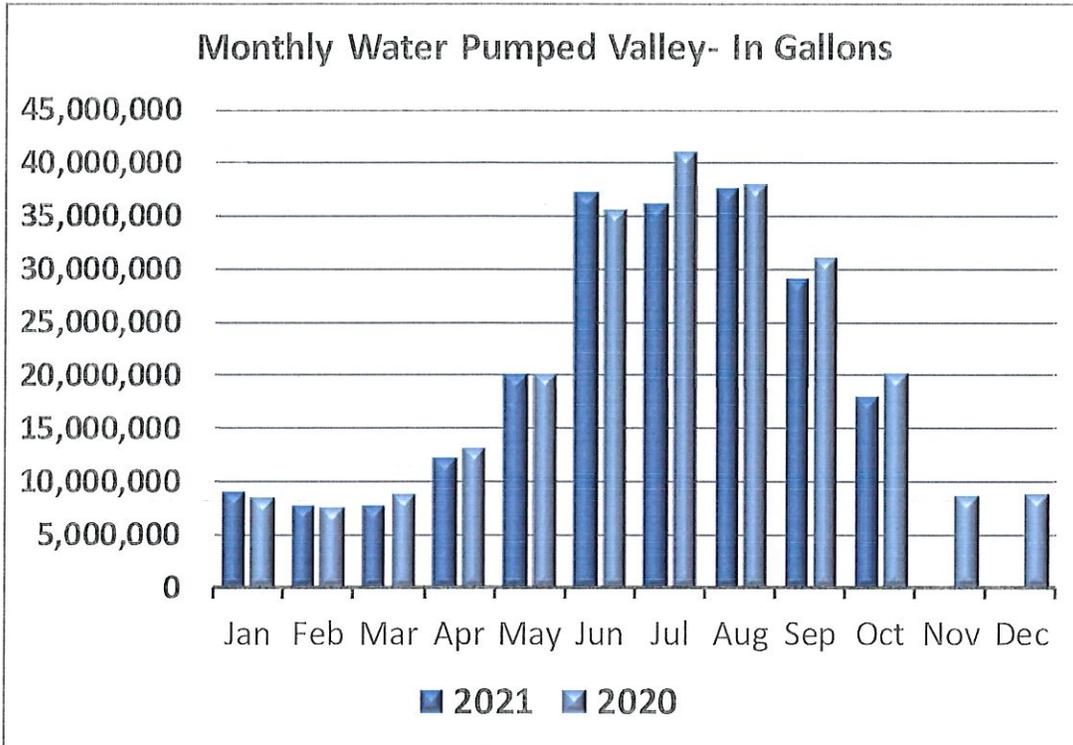


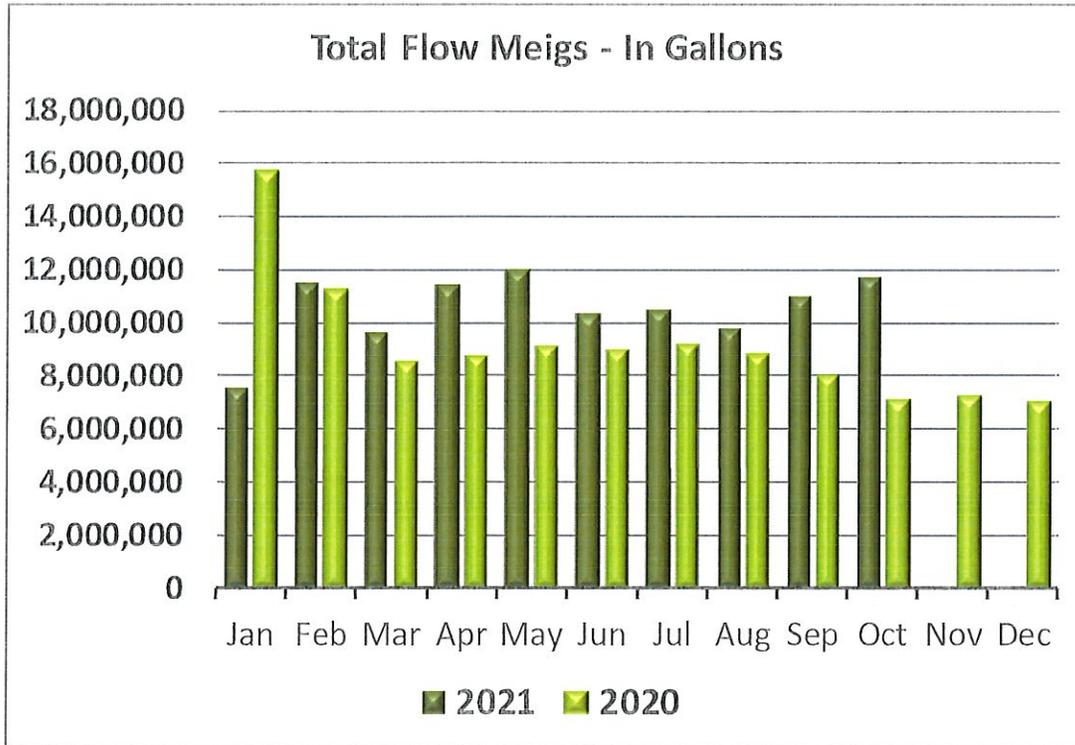
- On the 25th Nate received a call from inspector Tim about a builder who has had some sand coming out of the water lines in the house. Jeremy went out and flushed the hydrant closest to the house, which was 2 lots west and a dead end, for 20 minutes. Jeremy did the cup test several times during flushing and had zero traces of sand coming from the city main. Tim contacted Nate again on the 28th and asked if we could flush the hydrant one more time before a plumber comes and looks into issues inside the house. Jeremy flushed the hydrant on the 28th and was in contact with the builder.

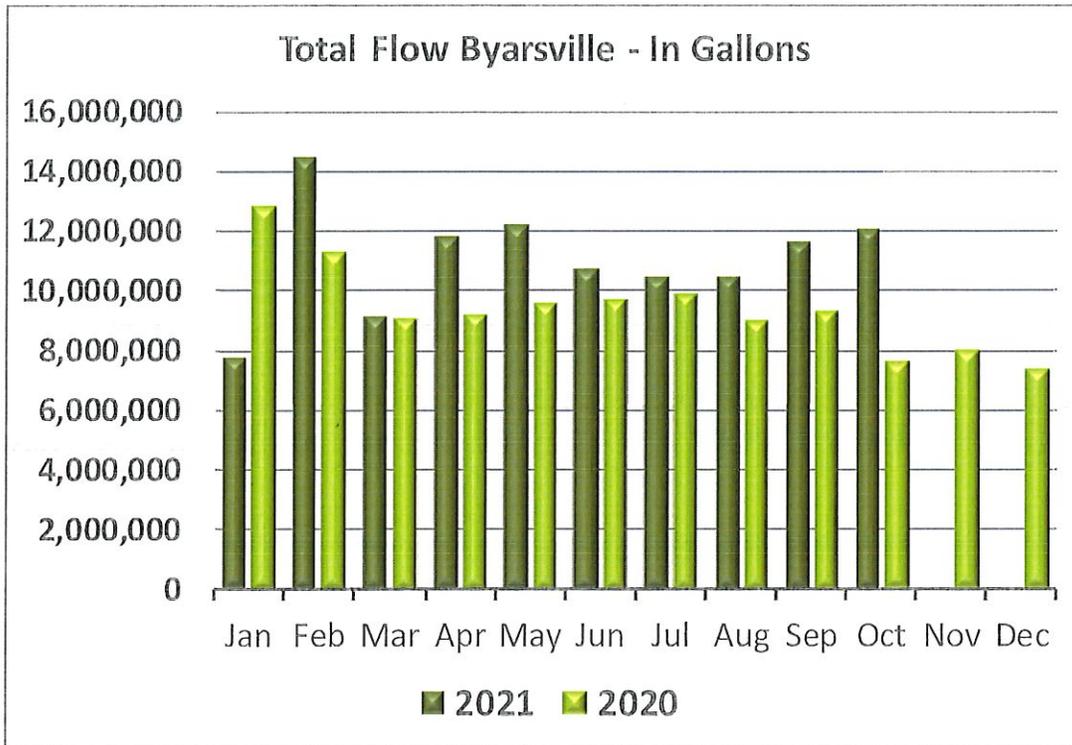
Wastewater Operation & Maintenance

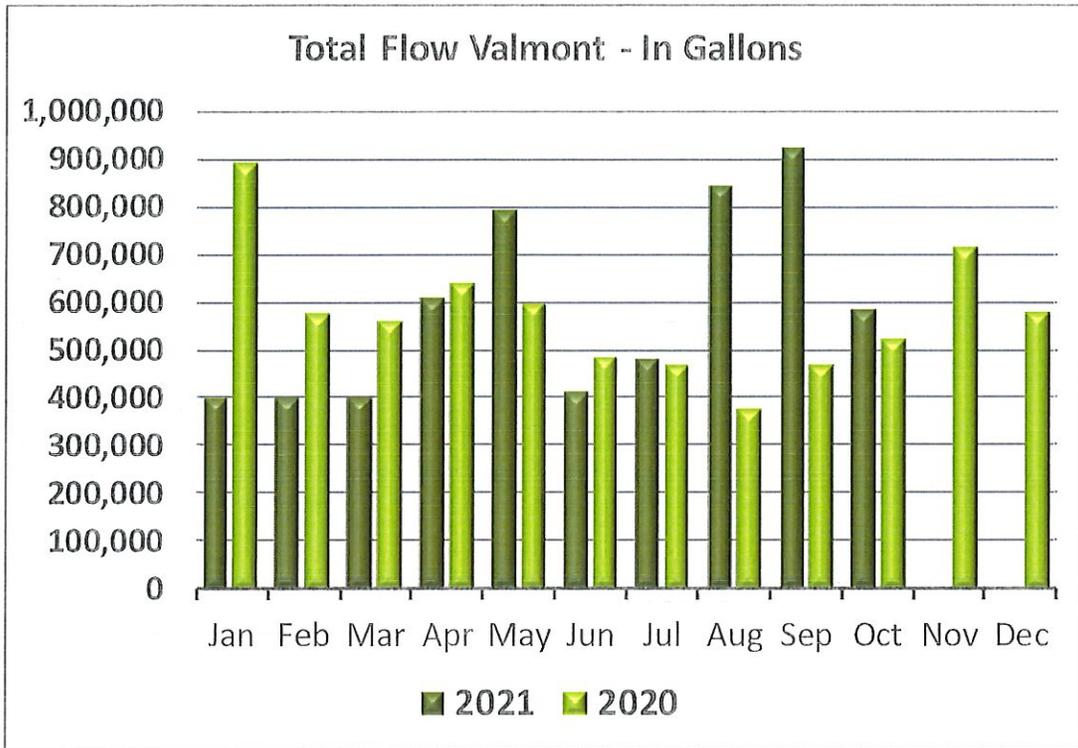
- Sewer locates were completed as needed.
- Pumps were pulled at Bluewater 1 time this month. When the pumps were pulled Jeremy and Bob installed the 2 new pumps at lift station 2 and West-E-Con did all the wiring and electrical work. They will install the last two new pumps at lift station #4 in November.
- The new pump has arrived for the regional lift station. Jeremy will get that scheduled with West-E-Con to be installed in November also. West-E-Con will have to do some rewiring due to the old control's setup with the new pumps.
- We have received word that the new lift station base is complete and will be shipped to and received by West-E-Con. We are still waiting on the control panel which can be several months wait time due to not having parts readily available in the US. Once the panel arrives it will be installed in the new building and Iowa Pump Works will be scheduled for the replacement project.
- On the 12th Jeremy was called and investigated a sewer backup issue at ground scapes. It was found that the lift station was pumping slow and there was water sitting in the main, not moving between the car wash and Ground Scapes. Trekk came out with the vac trailer, and they found large amounts of gravel and sand in the sewer main just before the carwash. Jeremy talked with the car wash and Ground Scapes about cleaning out the traps in the car wash and service bays more often so this does not happen again.
- On the 13th Jeremy was called to the Legacy lift station for a high level. Jeremy pulled the pumps and found pieces of clothing in the pumps. The pumps were reinstalled and work properly. Jeremy went to Loves and had a conversation with the supervisor on duty and asked them to post signs asking patrons not to flush anything but toilet paper.
- On the 18th Jeremy was called back out to Ground Scapes for another issue with water backing up into the service bays. Jeremy checked the sewer main and lift station and everything was flowing perfect. Jeremy went back to talk with Ground Scapes and the shop manager informed Jeremy that it was plugged on their side because the guys were not cleaning out the traps properly.

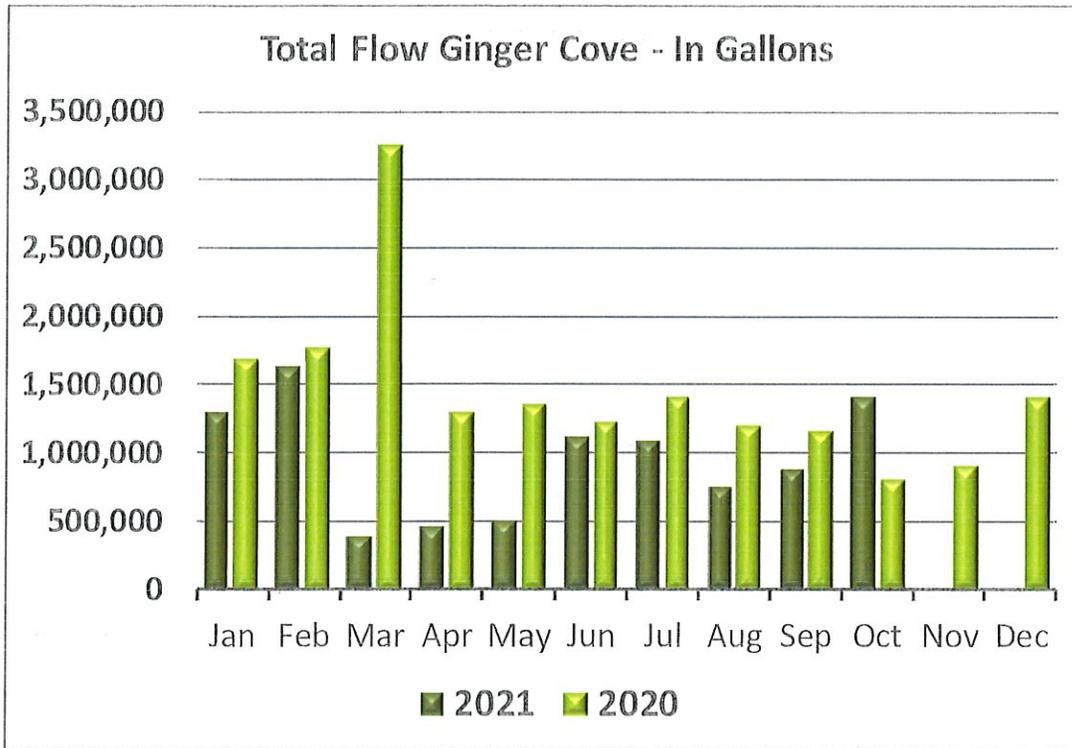
		This Month	Last Month	Same Month Last Year
		October-21	September-21	October-20
Water				
	Units			
Total Monthly Pumped Valley	gallons	17,955,000	29,109,000	20,103,000
Daily Average Pumped Valley	gallons	619,137	970,300	670,100
Average Fluoride Residual	mg/L	0.10	0.09	1.30
Fluoride used	lbs	227.70	337.60	348.00
Average Chlorine Residual	mg/L	0.12	0.11	0.14
Chlorine used	lbs	72.50	60.20	103.20
Potassium Permanganate	lbs	810.00	875.00	1,062.00
Wastewater				
Effluent Flow				
Total Flow Meigs Street	gallons	11,760,000	11,012,000	7,155,000
Avg Daily Flow Meigs Street	gallons	405,517	367,066	230,000
Total Flow Byarsville	gallons	12,100,000	11,656,000	7,637,000
Avg Daily Flow Byarsville	gallons	417,241	388,533	246,000
Total Flow Valmont	gallons	583,000	926,000	428,780
Avg Daily Flow Valmont	gallons	23,320	30,866	13,831
Total Flow Ginger Cove	gallons	1,411,488	875,568	974,678
Avg Daily Flow Ginger Cove	gallons	48,672	29,185	31,441
Total Flow Ginger Woods	gallons	327,762	483,480	443,058
Avg Daily Flow Ginger Woods	gallons	11,302	16,116	14,292
Lift Station Data				
Gardiner St Rainwater Total Runtime	hours	0.00	0.00	0.00
Valhaven (#1) Total Runtime	hours	3.90	4.30	6.70
Valhaven (#2) Total Runtime	hours	3.80	4.60	6.50
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	12.70	17.10	27.10
Valley Shores (1) Pump 2 Total Run	hours	11.00	14.60	24.00
Valley Shores (2) Pump 1 Total Run	hours	20.50	29.10	113.80
Valley Shores (2) Pump 2 Total Run	hours	23.10	32.00	119.20
Valley Shores (3) Pump 1 Total Run	hours	6.50	8.70	6.30
Valley Shores (3) Pump 2 Total Run	hours	6.60	8.80	6.10
Regional Pump #1 Total Runtime	hours	0.00	0.00	13.90
Regional Pump #2 Total Runtime	hours	0.00	0.00	13.70
Mallard (1) Pump 1 Total Runtime	hours	9.70	13.50	10.90
Mallard (1) Pump 2 Total Runtime	hours	9.70	14.00	13.70
Mallard (2) Pump 1 Total Runtime	hours	4.00	6.50	3.70
Mallard (2) Pump 2 Total Runtime	hours	4.40	6.40	4.80
Mallard (3) Pump 1 Total Runtime	hours	0.70	3.90	16.50
Mallard (3) Pump 2 Total Runtime	hours	0.00	0.00	16.40
Mallard (4) Pump 1 Total Runtime	hours	24.50	28.30	17.70
Mallard (4) Pump 2 Total Runtime	hours	23.00	28.50	17.20
Bluewater (1) Pump 1 Total Runtime	hours	11.30	10.80	7.70
Bluewater (1) Pump 2 Total Runtime	hours	22.60	24.80	14.40
Bluewater (2) Pump 1 Total Runtime	hours	32.20	25.10	10.20
Bluewater (2) Pump 2 Total Runtime	hours	5.10	12.10	11.10
Bluewater (3) Pump 1 Total Runtime	hours	25.80	23.90	44.00
Bluewater (3) Pump 2 Total Runtime	hours	23.00	20.50	172.20
Bluewater (4) Pump 1 Total Runtime	hours	7.70	6.30	4.40
Bluewater (4) Pump 2 Total Runtime	hours	8.90	9.80	4.40
Bluewater (5) Pump 1 Total Runtime	hours	7.80	0.00	9.70
Bluewater (5) Pump 2 Total Runtime	hours	8.50	0.00	13.30
Bluewater (6) Pump 1 Total Runtime	hours	10.10	10.40	7.50
Bluewater (6) Pump 2 Total Runtime	hours	7.50	62.50	52.50
Bluewater (7) Pump 1 Total Runtime	hours	1.90	4.80	0.00
Bluewater (7) Pump 2 Total Runtime	hours	1.90	4.80	38.70
Ginger Cove (1) Pump 1 Total Runtime	hours	0.00	0.00	37.41
Ginger Cove (1) Pump 2 Total Runtime	hours	101.40	62.90	32.61
Ginger Cove (2) Pump 1 Total Runtime	hours	0.00	0.00	27.90
Ginger Cove (2) Pump 2 Total Runtime	hours	17.90	19.60	68.10
Ginger Cove (3) Pump 1 Total Runtime	hours	19.60	38.70	51.40
Ginger Cove (3) Pump 2 Total Runtime	hours	20.00	19.90	29.80
Ginger Woods (1) Pump 1 Total Runtime	hours	5.70	4.60	2.50
Ginger Woods (1) Pump 2 Total Runtime	hours	4.20	3.70	2.50
Ginger Woods (2) Pump 1 Total Runtime	hours	15.50	16.40	11.19
Ginger Woods (2) Pump 2 Total Runtime	hours	0.00	0.00	11.19
Ginger Woods (3) Pump 1 Total Runtime	hours	38.70	51.30	48.00

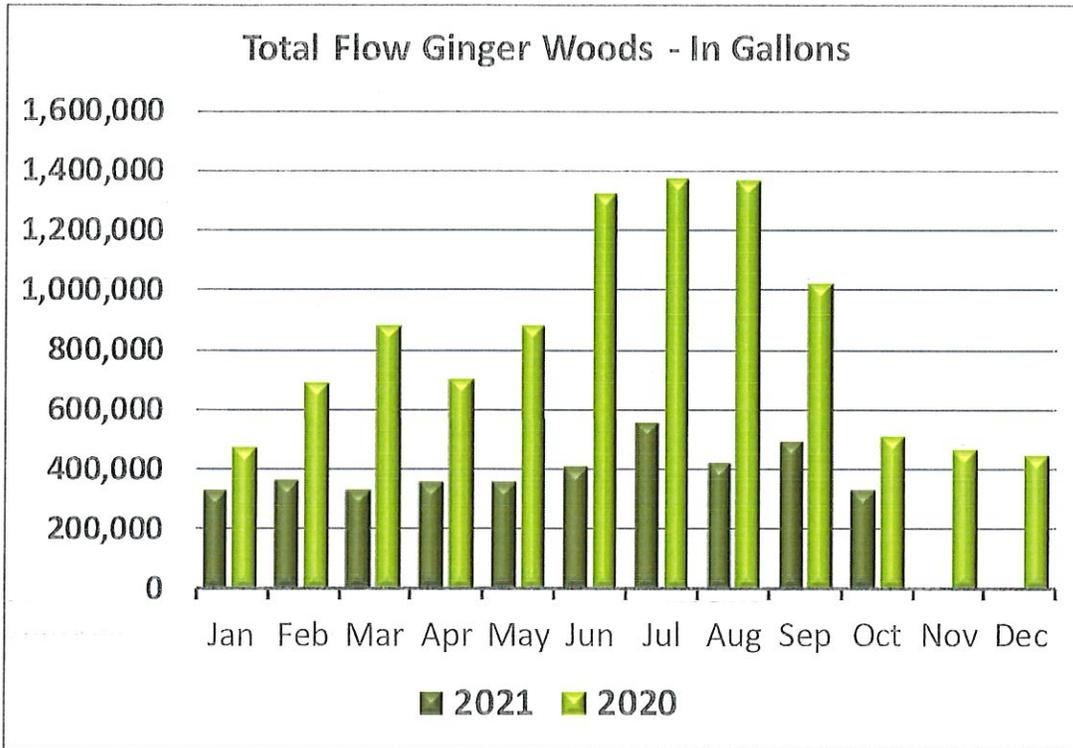














October Work Orders Completed

Date completed	Equipment	Location	Task
	BYERSVILLE LS EMERGENCY		
10/25/2021	GENERATOR	5029 Valley, NE	LS Monthly PM
10/25/2021	COUNTRY AIRE LIFTSTATION	5029 Valley, NE	LS Monthly PM
10/4/2021	DAIRY QUEEN LIFTSTATION	5029 Valley, NE	LS Monthly PM
10/4/2021	MALLARD LANDING LIFT STATION 1	5029 Valley, NE	LS Monthly PM
10/4/2021	MALLARD LANDING LIFT STATION 2	5029 Valley, NE	LS Monthly PM
10/4/2021	MALLARD LANDING LIFT STATION 3	5029 Valley, NE	LS Monthly PM
10/4/2021	MALLARD LANDING LIFT STATION 4	5029 Valley, NE	LS Monthly PM
10/25/2021	MEIGS LS EMERGENCY GENERATOR	5029 Valley, NE	LS Monthly PM
10/4/2021	REGIOINAL LS EMERGENCY GENERATOR	5029 Valley, NE	LS Monthly PM
10/5/2021	VALHAVEN LIFTSTATION	5029 Valley, NE	LS Monthly PM
10/25/2021	BLUEWATER LIFTSTATION 1	5029 Valley, NE	LS Monthly PM
10/12/2021	BLUEWATER LIFTSTATION 2	5029 Valley, NE	LS Monthly PM
10/25/2021	BLUEWATER LIFTSTATION 3	5029 Valley, NE	LS Monthly PM
10/25/2021	BLUEWATER LIFTSTATION 4	5029 Valley, NE	LS Monthly PM
10/25/2021	BLUEWATER LIFTSTATION 5	5029 Valley, NE	LS Monthly PM
10/25/2021	BLUEWATER LIFTSTATION 6	5029 Valley, NE	LS Monthly PM
10/25/2021	BLUEWATER LIFTSTATION 7	5029 Valley, NE	LS Monthly PM
10/4/2021	GINGER COVE LIFT STATION #1	5029 Valley, NE	LS Monthly PM
10/4/2021	GINGER COVE LIFT STATION #2	5029 Valley, NE	LS Monthly PM
10/4/2021	GINGER COVE LIFT STATION #3	5029 Valley, NE	LS Monthly PM
10/4/2021	GINGER WOODS LIFT STATION #1	5029 Valley, NE	LS Monthly PM
10/4/2021	GINGER WOODS LIFT STATION #2	5029 Valley, NE	LS Monthly PM
10/4/2021	GINGER WOODS LIFT STATION #3	5029 Valley, NE	LS Monthly PM
10/15/2021	LIFT STATION #1-VALLEY,NE SYST	5029 Valley, NE	LS Monthly PM
10/4/2021	VALLEY SHORES LIFT STATION 1	5029 Valley, NE	LS Monthly PM
10/4/2021	VALLEY SHORES LIFT STATION 2	5029 Valley, NE	LS Monthly PM
10/4/2021	VALLEY SHORES LIFT STATION 3	5029 Valley, NE	LS Monthly PM
10/4/2021	VALMONT LIFT STATION	5029 Valley, NE	LS Monthly PM
10/27/2021	AIR COMPRESSOR	6029 Valley, NE	Inspection
10/27/2021	WATER PLANT REGAL GAS DETECTOR	6029 Valley, NE	Monthly PM
10/27/2021	PORTABLE GAS MONITOR	6029 Valley, NE	Calibrate Equipment
10/27/2021	FIRE EXTINGUISHERS	6029 Valley, NE	Inspection
10/27/2021	Chemical Feed Line	6029 Valley, NE	Service Equipment

Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Maintenance Budget	\$27,008.00	\$795.00	3%	8%
Total	\$27,008.00	\$795.00	3%	100%

DAILY RECORDS October 2021

	This month	Last month	Last year
LIBRARY VISITS:			
Adults	367	242	217
Children	509	192	326
Computers			
Adults	18	21	38
Children	11	4	9
Fax/Copies	24	19	19
Reference transactions (indicate nature of question)			
Locating Library Materials 21, Readers' Advisory 2, Account info and renewals 16, Technology Assistance 17, Local Info 7, General Info 46.			
Total	129	122	108
PROGRAM ATTENDANCE:			
Adults	72	31	0
10/2 Open House – 41; 10/2 Knitting – 4; 10/9 Knitting – 4; 10/16 Knitting – 6; 10/18 Book Club – 5; 10/19 Friends Meeting – 4; 10/23 Knitting – 5; 10/30 Knitting – 3			
Teens	30	2	5
10/19 Anime Club – 3; 10/22 DC West Middle School Visit – 24; 10/26 Anime Club – 3;			
Children	403	96	221
10/1 LEGO Club – 24; 10/6 DC Mobile Pantry – 50; 10/8 LEGO Club – 16; 10/15 LEGO Club – 4; 10/22 LEGO Club – 8; 10/28 YMCA Trunk or Treat – 264; 10/29 LEGO Club – 6; 10/30 Halloween Party – 21; Monthly Craft Kits – 5			
Pre-K	5	0	16
10/2 Storytime – 2; 10/9 Storytime – 3;			
Total	510	129	242
New patrons (indicate Valley, other Douglas Co., non-DC)			
Valley 2, other DC 1, Non DC 0			
Total	3	9	6
Volunteers/hours	0/0	0/0	0/0
MATERIALS CHECKED OUT:			
Adult	279	216	234
Children	249	227	193
Overdrive	193	167	234

CITY OF VALLEY
VALLEY PLANNING COMMISSION



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

October 19, 2021

Valley City Hall

4:30pm

Members present: Larry Bottger Chairman, Joe Lathrop, Jim Tomanek, Duane Prorok, Mark Conrey, Greg Kava, Greg Sundae, Brian Foutch, Scott Burke

Members absent: None

Item 1: CALL TO ORDER

Item 2: PROOF OF PUBLICATION

Chairman Bottger announced that the order of public hearings in the Planning Commission Agenda would be changed to accommodate the number of citizens present for the rezoning of Lot 141 Valley Shores

PUBLIC HEARINGS

Item 1-3.C Rezoning of Lot 141 Valley Shores from C2 (Central Business District) to R2 (Medium/High Density Residential)

Conner Dana, President of the Dana Group presented to the board plans for what the Dana Group would like to develop for Lot 141. Currently the Dana Group is building an apartment complex (The Harbor) directly to the North of this lot. This plan would be to use the same design as The Harbor-118 units in Phase 1 and then build villas and townhouses West of this area in Phase II.

Conner explained that no construction would start until The Harbor was at full capacity and established. Board member Conrey expressed concern to Conner about the increased traffic flow now thru the Valley Shores area and the bottle neck that is occurring at the Dollar General Store exit onto Highway 64.

James Dean a resident at Valley Shores also expressed a concern with the current traffic flow. Traffic would increase even more once The Harbor becomes occupied and parking in and around the area would also become an issue.

John Rivnack, Dave Naumann both residence of Valley Shores each expressed concern about the number of cars and the lack of available parking.

Greg Perry, City of Valley Engineer was asked from the audience if the current Valley Utilities of sewer and water would be sufficient to support the new construction. He assured the audience that the Valley Utilities were sufficient for this increase of use.

Mike TenEyck, representing the Pines Country Club expressed concern to the board that with the higher density of people from the apartments may represent a vandalism and trespassing issue for the golf course.

Eric Gottuso a resident of Valley Shores spoke and felt that Valley Shores did not need or want more apartments in the development.

Cindy Grove, Valley Mayor spoke and felt that Valley did indeed need more affordable housing. Valley with Valmont, 3M and Menards in the immediate area represents a big opportunity to keep those employees in town and supporting the community. Cindy also acknowledges that traffic is a problem and the city would do everything it could to control it, she noted that highway traffic is a State of Nebraska issue.

Michael Burns, City of Valley Inspector spoke and clarified that the rezoning change should be C1 general commercial use and not C2 central business district.

Motion by Tomanek to NOT change the zoning from C1 (General Commerical) to R2 (Medium/High Density Residential) Second by Kava

Clarification a vote FOR the motion would not change the zoning

Chairman Bottger asked for a voice vote

Burke For, Kava For, Foutch For, Lathrop For, Bottger For, Conrey For, Prorok Against, Tomanek For, Sundae Against

Motion Carried by a vote of 7-2

Item 2-3. A Revisions to City of Valley Zoning Map

This item is a follow-up from the August 17, 2021 Planning Board meeting and the changes were discussed at that time. This vote finalizes those changes to the Zoning Map.

Motion by Tomanek to approve revisions to the City of Valley Zoning map. Second by Bottger

Motion Carried

Item 3-3. B Revisions to City of Valley Future Land Use Map

This item is also a follow-up for the August 17, 2021 Planning Board meeting and the changes were discussed at that time. This vote finalized the changes to the Future Land Use Map.

Motion by Bottger to approve revisions to the City of Valley Future Land Use Map. Second by Lathrop

Motion Carried

Item 4-3. D Final Plat Geis Subdivision located in the SE QTR of the NE QTR, SEC 31, TOWNSHIP 16 NORTH, RANGE 10 EAST OF THE 6TH P.M.

Jeff Farnam City of Valley Attorney spoke to the board and said that the Valley-Douglas County Subdivision agreement was in order. He also noted it was not buildable on the out-lot of this subdivision. Tim Geis also spoke and wanted to make sure that the subdivision agreement would allow City of Valley utilities hook-up. Both Jeff Farnam and Michael Burns assured him that it did.

Motion by Lathrop to accept the final plat of the Geis Subdivision. Second by Conrey

Motion Carried

Item 5-3. E Gaviidae Replat 2 (Lots 1 thru 3 and out lots A thru C)

John Coolidge, engineer of Gaviidae spoke to the board. This item was first brought to the board at the Aug. 17th 2021 planning board meeting. The replat would install a street with a cul-de-sac and decrease the length of the driveways to the 3 new lots, making them easier to develop and sell. All requirements from the City of Valley have been met.

Motion by Foutch to accept Gaviidae Replat 2. Second by Conrey

Motion Carried

Item 6-3. F Final Plat-Flatwater Estates (Lots 201 thru 306 inclusive and out lots A thru F inclusive) N 288th and Ida Street

Jeff Farnam and Greg Perry have been working with the developers of Flatwater Estates. The developer would like to build in Phase I and Phase II increments. The reason for this would be to decrease the number of lots developed at one time and thus decrease the dollar amount of fees required to do that. Although this is out of the norm for developments that we have seen in Valley, Jeff is comfortable with this process

Greg has also outlined in a letter dated Oct. 13, 2021 (attached to these minutes) a list of requirements that Flatwater Estates must complete in order for the final plat to be approved.

Both Jeff and Greg expressed confidence in working with the developer and going forward with the process.

Board member Greg Sundae expressed concern that Phase I had only one entrance in the event of fire or rescue emergencies. City Inspector Michael Burns reminded the board that Blue Water development had only one entrance in the beginning. Bryan Ueckert, a Valley resident spoke to the board with the same concern regarding only one entrance.

Board member Brian Foutch stated that the Planning Board has worked with Jeff Farnam and Greg Perry for a number of years and we have trusted their judgement and advice, and he recommended that we move forward with this plat. Moved by Bottger to accept the Final Plat of Flatwater Estates subject to 3 conditions.

1. Letter from Ohlmstead and Perry conditions are completed
2. Phase I and Phase II increments with Phase II being out lots A and B on map
3. Extending boundry line on Ida street

Second by Conrey

Motion Carried

ITEM 4. ADJOURN

Moved by Kava to adjourn. Second by Prorok

Motion Carried



Joe Lathrop

Secretary

Valley Cemetery Board
Valley City Hall
October 7, 2021
6:30 PM



Present: Dean Slader, Kurt Muhle, Gerri Nordell, Betty Willmer, and Everett Lerew

Meeting called to order at 6:35 P.M.

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

Dean stated we have a quorum.

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

Kurt will check on minutes for approval of Everett Lerew.

Old business:

Discussion on pole. Pole project brought to stop by 3M and their new location project.

Dean will talk to Kennv about removal of pole.

There was discussion about the house removal next to the cemetery. Gerri had a discussion about this with Cindv.

Dean and Betty did a locate on lot for Harry Hallberg that took quite a bit of measuring and time.
We do need to get someone trained on location of lots.

We do need some restoration of grave sites. It was suggested we talk to Fremont Monument.

Next meeting January 13, 2022 at 6:30.

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

Secretary,

Betty Willmer

Cheryl Eckerman

From: bounce@lists.fes.org
Sent: Tuesday, November 2, 2021 4:50 PM
To: Cheryl Eckerman; Cindy Grove; Cheryl Eckerman; Jim Kuester
Subject: City Council Agenda Item Request
Attachments: Road Closed Map.docx

EXTERNAL EMAIL

Date: 11/02/2021

CouncilMeetingDate: 11/09/2021

Name: Angela Exstom

Phone: 402-881-5921

Email: aexstrom@yahoo.com

StreetAddress: 502 S Park Ave

MailingAddress: Same

City: Valley

State: NE

Zip: 68064

AgendaItemTitle: Downtown Valley Christmas Tree Lighting

FundsExpenditure: No

AgendaItemDescription: The 4th annual downtown Valley Christmas Tree Lighting will be held Saturday November 27th from 5pm to 7pm featuring a short lighted parade. The parade will start on Front Street and go down Spruce Street, then stopping on Spruce Street while the trees are lit. We are requesting permission to close Front Street and Spruce Street for the parade and to eliminate traffic on Spruce Street while a significant number of people are walking on the street.

RequestedAction: Grant permission to close the streets for the Christmas tree lighting and the parade and allow Public Works to place barricades by intersections on Friday so volunteers can use them to close the streets the day of the event.

submissionDate: 02-Nov-2021

**FLATWATER LAKE ESTATES – PHASE 1
PREDEVELOPMENT COST AGREEMENT**

THIS AGREEMENT is made and entered this _____ day of _____, 2021, by and between **Flatwater Lake Estates, LLC, a Nebraska limited liability company** (hereinafter referred to as "Subdivider") and the **City of Valley**, a City of the Second Class in the State of Nebraska (hereinafter referred to as "City")

WHEREAS, Subdivider is the owner of certain real property located within the city limits of the City of Valley containing approximately 161.886 acres and legally described on Exhibit "A", attached hereto and incorporated herein by this reference (the "Area to be Developed") and intends to develop a lakeside residential subdivision to be known as Flatwater Lake Estates – Phase 1 and as generally shown on Exhibit "B" and incorporated herein by this reference; and

WHEREAS, before any Final Plat for Flatwater Lake Estates – Phase 1 can be approved by the Valley City Council, a Subdivision Agreement must have been entered into by and between Subdivider and City; and

WHEREAS, the Subdivision Agreement will provide for the construction of streets, storm sewers, sanitary sewers, water mains, sidewalks, landscaping in public rights of way and the installation of systems to provide natural gas, electricity, street lighting and telephone/internet/cable TV to each single-family residence in Flatwater Lake Estates – Phase 1 (the "Public Infrastructure Improvements"); and

WHEREAS it is critical that the Public Infrastructure Improvements be designed immediately by the City so that contracts can be negotiated and construction can start on the Public Infrastructure Improvements as soon as possible; and

WHEREAS, pursuant to the terms of the Subdivision Agreement, Subdivider shall reimburse the City in an amount equal to all actual costs incurred by the City in connection with the initial design of Flatwater Lake Estates – Phase 1, to include planning, plat review fees, engineering fees, legal and other miscellaneous expenses incurred by the City, including but not limited to those expenses incurred in conjunction with the City's review of the Preliminary Plat, Final Plat and the preparation of the Subdivision Agreement, Agreement(s) for Escrow of Security Fund, and this Predevelopment Cost Agreement (the "Initial Review Reimbursements").

NOW THEREFORE, IT IS AGREED by and between Flatwater Lake Estates, LLC, Subdivider, and the City of Valley, Nebraska, a municipal corporation, hereinafter called the "City", as follows:

1. That contemporaneously with the execution of this Agreement and prior to City's execution of the Subdivision Agreement, City's approval of the Final Plat, and the construction of the Public Infrastructure Improvements, Subdivider shall deposit the sum of Three Hundred Nine Thousand Six Hundred Sixty Dollars (\$309,660.00) (the "Deposit") with the City to be held in escrow as security to guarantee Subdivider's faithful performance of certain obligations under the Subdivision Agreement, including but not limited to the payment of the Initial Review Reimbursements.
2. That said escrow fund shall be allocated to specific items as shown on Exhibit "C" attached hereto and incorporated herein by this reference.

3. At Subdivider's request, City shall provide Subdivider with an itemized breakdown of such Initial Review Reimbursements, and, if requested, copies of invoices for all fees and costs.
4. Nothing herein shall bind the City as to the phasing of the Final Plat for Flatwater Lake Estates – Phase 1 or as to the phasing of the required Agreement(s) for Escrow of Security Fund in connection with Flatwater Lake Estates – Phase 1.
5. In the event that due to unforeseen circumstances the Deposit is or will be insufficient to cover the cost of the Initial Review Reimbursements, then Subdivider shall, after ten (10) days written notice from the City Engineer setting forth the exact amount of additional funds required and the reasons therefor, make an additional deposit of funds with City in accordance with such notice.
6. Prior to and as a condition of the release of any escrow funds remaining upon commencement of construction of the Public Infrastructure Improvements, any and all Initial Review Reimbursements shall be paid in full. At such time, any excess escrow funds held by City will be refunded to Subdivider.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed
this ____ day of _____, 2021.

Attest:

CITY OF VALLEY, NEBRASKA

Date

Date

Attest:

Flatwater Lake Estates, LLC,
a Nebraska limited liability company

Date

Date

EXHIBIT "A"

FLATWATER LAKE ESTATES, LOTS 201 THROUGH 271, INCLUSIVE, AND OUTLOTS A THROUGH F, INCLUSIVE, BEING A REPLATTING OF THAT PART OF LOT 1, VALLEY PLANT, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, AND A PLATTING OF THAT PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 16 NORTH, RANGE 9 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE NORTH 00°09'30" EAST (BEARINGS REFERENCED TO THE DOUGLAS COUNTY LOW DISTORTION COORDINATE SYSTEM) FOR 1197.99 FEET ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE SOUTH 89°50'30" EAST FOR 50.04 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH 288TH STREET AND THE TRUE POINT OF BEGINNING; THENCE NORTH 00°09'37" EAST FOR 726.39 FEET ON SAID EAST RIGHT OF WAY LINE;

THENCE SOUTH 89°40'37" EAST FOR 660.36 FEET;

THENCE NORTH 00°06'15" EAST FOR 659.37 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 64;

THENCE ON SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES:

THENCE SOUTH 89°38'46" EAST FOR 1273.02 FEET;

THENCE SOUTH 80°30'45" EAST FOR 216.01 FEET;

THENCE SOUTH 00°19'37" WEST FOR 82.02 FEET; THENCE SOUTH 18°11'14" EAST FOR 189.28 FEET; THENCE SOUTH 52°38'39" EAST FOR 23.54 FEET; THENCE SOUTH 77°09'24" EAST FOR 109.83 FEET; THENCE NORTH 80°50'13" EAST FOR 33.44 FEET; THENCE NORTH 74°19'04" EAST FOR 159.55 FEET; THENCE NORTH 77°54'18" EAST FOR 375.94 FEET;

THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 50.00 FEET AND A LONG CHORD BEARING SOUTH 89°42'33" EAST FOR 21.45 FEET) FOR AN ARC LENGTH OF 21.62 FEET;

THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 300.00 FEET AND A LONG CHORD BEARING SOUTH 47°10'49" EAST FOR 301.30 FEET) FOR AN ARC LENGTH OF 315.66 FEET;

THENCE SOUTH 17°02'14" EAST FOR 464.28 FEET;

THENCE ON A CURVE TO THE LEFT (HAVING A RADIUS OF 100.00 FEET AND A LONG CHORD BEARING SOUTH 47°36'50" EAST FOR 101.74 FEET) FOR AN ARC LENGTH OF 106.73 FEET;

THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 200.00 FEET AND A LONG CHORD BEARING SOUTH 46°55'51" EAST FOR 207.57 FEET) FOR AN ARC LENGTH OF 218.23 FEET;

THENCE SOUTH 15°40'17" EAST FOR 171.21 FEET;

THENCE ON A CURVE TO THE LEFT (HAVING A RADIUS OF 200.00 FEET AND A LONG CHORD BEARING SOUTH 24°36'11" EAST FOR 62.10 FEET) FOR AN ARC LENGTH OF 62.36 FEET;

THENCE SOUTH 33°32'06" EAST FOR 244.82 FEET;

THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 300.00 FEET AND A LONG CHORD BEARING SOUTH 20°10'13" EAST FOR 138.69 FEET) FOR AN ARC LENGTH OF 139.96 FEET;

THENCE ON A CURVE TO THE LEFT (HAVING A RADIUS OF 544.02 FEET AND A LONG CHORD BEARING SOUTH 14°20'14" EAST FOR 120.55 FEET) FOR AN ARC LENGTH OF 120.80 FEET;

THENCE SOUTH 19°56'08" EAST FOR 43.01 FEET;

THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 200.00 FEET AND A LONG CHORD BEARING SOUTH 12°41'44" WEST FOR 194.05 FEET) FOR AN ARC LENGTH OF 202.60 FEET;

THENCE SOUTH 41°42'58" WEST FOR 114.57 FEET;

THENCE ON A CURVE TO THE LEFT (HAVING A RADIUS OF 200.00 FEET AND A LONG CHORD BEARING SOUTH 20°57'25" WEST FOR 141.78 FEET) FOR AN ARC LENGTH OF 144.93 FEET;

THENCE SOUTH 00°11'54" WEST FOR 75.87 FEET;

THENCE SOUTH 75°43'33" WEST FOR 409.27 FEET;

THENCE NORTH 89°42'47" WEST FOR 638.06 FEET;

THENCE NORTH 89°43'33" WEST FOR 236.94 FEET;

THENCE SOUTH 75°20'34" WEST FOR 77.62 FEET;
THENCE NORTH 89°43'33" WEST FOR 1754.79 FEET;
THENCE NORTH 00°16'27" EAST FOR 175.90 FEET;
THENCE NORTH 12°32'45" WEST FOR 62.19 FEET;
THENCE NORTH 25°31'43" WEST FOR 233.15 FEET;
THENCE NORTH 00°13'13" EAST FOR 525.00 FEET;
THENCE NORTH 89°46'46" WEST FOR 260.00 FEET;
THENCE NORTH 00°13'14" EAST FOR 15.54 FEET;
THENCE NORTH 44°46'46" WEST FOR 12.02 FEET;
THENCE NORTH 89°46'46" WEST FOR 142.32 FEET TO THE POINT OF BEGINNING.
CONTAINS 161.886 ACRES.

EXHIBIT "B"
PROPOSED FINAL PLAT

FLATWATER LAKE ESTATES

LOTS 201 THROUGH 271, INCLUSIVE, AND OUTLOTS A THROUGH F, INCLUSIVE BEING A PLAT OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 9 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.

LOCATED IN:
 W 1/4 NW 1/4 SEC. 26, T15N, R9E
 NE 1/4 NW 1/4 SEC. 26, T15N, R9E
 NW 1/4 NW 1/4 SEC. 26, T15N, R9E
 SE 1/4 NW 1/4 SEC. 26, T15N, R9E
 SW 1/4 NW 1/4 SEC. 26, T15N, R9E

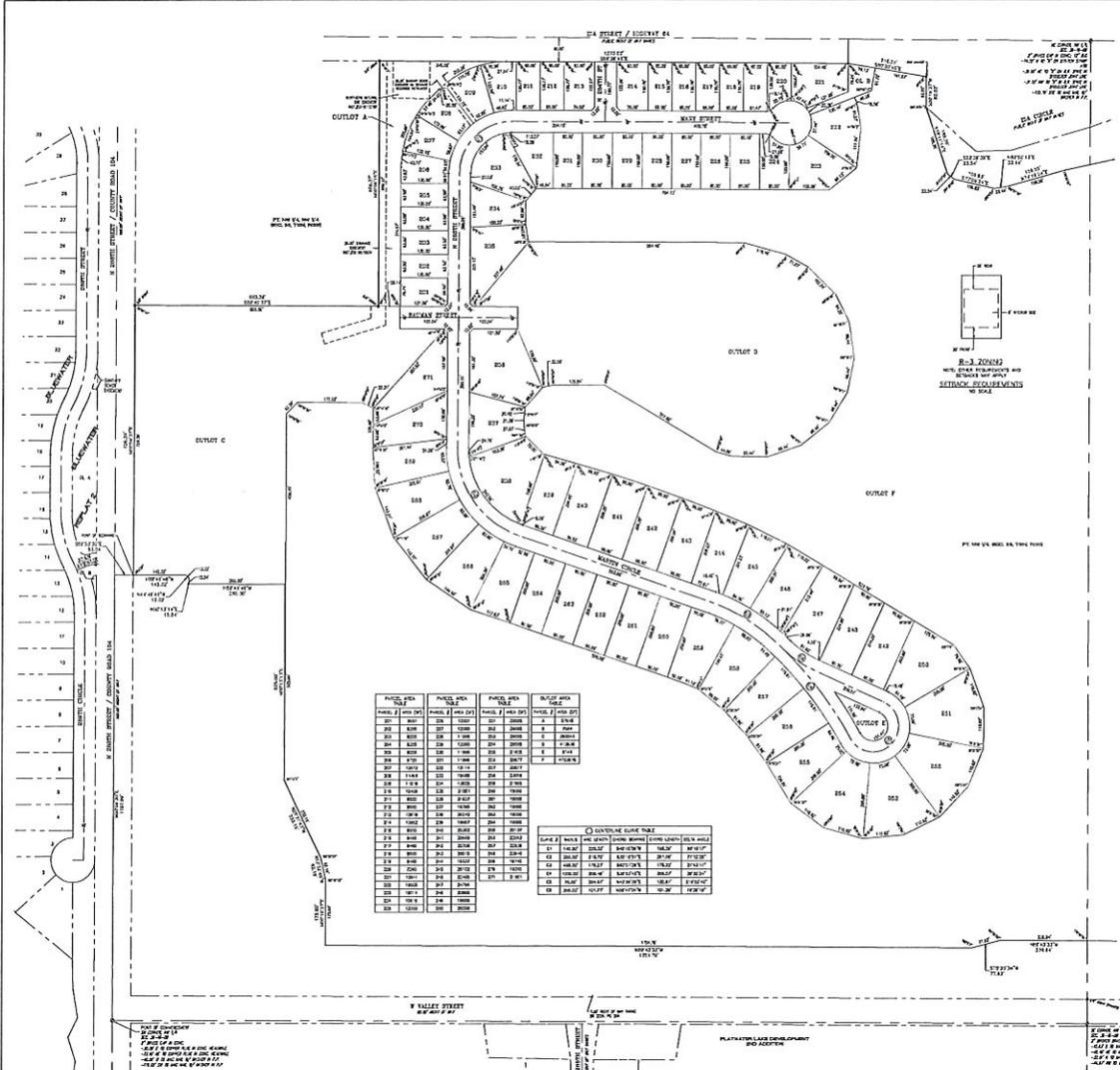


LEGEND
 - - - - - BOUNDARY LINE
 - - - - - LOT LINE
 - - - - - CENTER LOT LINE
 - - - - - SECTION LINE
 - - - - - EASEMENT

- NOTES
1. ALL DIMENSIONS ARE GIVEN IN DECIMAL FEET.
 2. ALL DIMENSIONS BETWEEN ALIEN CORNERS ARE AS DETACHED AND SHOWN THEREON.
 3. THE CENTER LINE OF HIGHWAYS OR OTHER LOTS ARE SET AS AT LEAST FROM THE INTERSECTION OF RIGHT OF WAY LINES.
 4. CORNER MARKERS ARE "AS SHOWN" UNLESS NOTED.
 5. ALL NOTES ARE IN DECIMAL FEET.
 6. ALL LOT LINES ON GRATED STREETS ARE RADIAL UNLESS OTHERWISE NOTED OR UNLESS ADJUSTED TO BE SHOWN INDICATED IN THE CORNER AND SHOWN IN GRAY.
 7. THE OLD 1/2-ACRE LOTS ARE 2.5000 FEET.
 8. LOTS 210 THROUGH 221, INCLUSIVE, AND OUTLOTS A AND B HAVE A 20-FOOT WIDE ACCESS TO THE STREET.
 9. OUTLOT C WILL NOT HAVE STREET VEHICLE ACCESS TO A 20-FOOT STREET.
 10. ALL EXISTING EASEMENTS ARE NOT BEING RECORDED AND ARE SHOWN FOR INFORMATION.
 11. ALL PROPOSED EASEMENTS WILL BE RECORDED IN SEPARATE RECORDED INSTRUMENTS.
 12. NEW EASEMENTS BEING RECORDED MAY BE SUBJECT TO EASEMENTS FROM THE FINAL EASEMENT RECORDED HEREON FOR THE OFFICIAL RECORD.

PARCEL AREA (SQ. FT.)	PARCEL AREA (ACRES)	PARCEL AREA (SQ. FT.)	PARCEL AREA (ACRES)	PARCEL AREA (SQ. FT.)	PARCEL AREA (ACRES)
201	1.0000	202	1.0000	203	1.0000
204	1.0000	205	1.0000	206	1.0000
207	1.0000	208	1.0000	209	1.0000
210	1.0000	211	1.0000	212	1.0000
213	1.0000	214	1.0000	215	1.0000
216	1.0000	217	1.0000	218	1.0000
219	1.0000	220	1.0000	221	1.0000
222	1.0000	223	1.0000	224	1.0000
225	1.0000	226	1.0000	227	1.0000
228	1.0000	229	1.0000	230	1.0000
231	1.0000	232	1.0000	233	1.0000
234	1.0000	235	1.0000	236	1.0000
237	1.0000	238	1.0000	239	1.0000
240	1.0000	241	1.0000	242	1.0000
243	1.0000	244	1.0000	245	1.0000
246	1.0000	247	1.0000	248	1.0000
249	1.0000	250	1.0000	251	1.0000
252	1.0000	253	1.0000	254	1.0000
255	1.0000	256	1.0000	257	1.0000
258	1.0000	259	1.0000	260	1.0000
261	1.0000	262	1.0000	263	1.0000
264	1.0000	265	1.0000	266	1.0000
267	1.0000	268	1.0000	269	1.0000
270	1.0000	271	1.0000		

LOT	AREA (SQ. FT.)	AREA (ACRES)
OUTLOT A	1.0000	0.0230
OUTLOT B	1.0000	0.0230
OUTLOT C	1.0000	0.0230
OUTLOT D	1.0000	0.0230
OUTLOT E	1.0000	0.0230
OUTLOT F	1.0000	0.0230



LAMP RYNEARSON
 LAND SURVEYORS
 1000 S. 10TH STREET, SUITE 100
 OMAHA, NEBRASKA 68102
 PHONE: 402.491.1111
 FAX: 402.491.1112
 WWW.LAMP-RYNEARSON.COM

PROJECT: FLATWATER LAKE ESTATES (LOTS 201 THROUGH 271, INCLUSIVE AND OUTLOTS A THROUGH F, INCLUSIVE)
 SHEET: 1 OF 2

EXHIBIT "C"

Engineering Design Fees:

- Sanitary Sewer, Storm Sewer: \$ 156,080.00
- Water Distribution: \$ 35,280.00
- Streets; Sidewalks: \$ 93,300.00

SUBTOTAL: \$284,660.00

Legal Fees and City Review Costs: \$25,000.00

TOTAL: \$309,660.00

RESOLUTION NO. 2021-61

WHEREAS, the City of Valley, Nebraska, proposes to enter into a Pre-development Cost Agreement with Flatwater Lake Estates, LLC, A Nebraska limited liability company.

WHEREAS, proposed Predevelopment agreement with Flatwater Lake Estates, LLC, has been submitted, and

WHEREAS, the Valley City Council met in regular session on November 9, 2021, and reviewed said agreement,

NOW, THEREFORE, BE IT RESOLVED, that the Valley City Council authorizes Mayor Cindy Grove to execute the predevelopment cost agreement with Flatwater Lake Estates, LLC on behalf of the City of Valley, a copy of which is marked "Exhibit A" and attached hereto and made a part hereof by reference.

DATED this 9th day of November, 2021.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

Mike Stanzel, Council President

Bryon Ueckert, Council Member

Linda Lewis, Council Member

ATTEST:

Chris, TenEyck, Council Member

Cheryl K. Eckerman, City Clerk

RESOLUTION NO. 2021-52

WHEREAS, on or about July 14, 2020 the City of Valley entered into an interlocal agreement with Douglas County to implement the provisions of Neb. Rev. Stat. Sec. 29-215 so as to empower law enforcement officers to exercise extraterritorial law enforcement authority, including arrest and enforcement under the laws of this state and legal ordinances of each Cooperating Agency, within the jurisdiction of each of the other Cooperating Agencies; and

WHEREAS, the Cooperating Agencies desire to amend the July 14, 2020 Interlocal Agreement by this First Amendment to add the Village of Boys Town in Douglas County, Nebraska as a Cooperating Agency to the July 14, 2020 Interlocal Agreement.

NOW THEREFORE BE IT RESOLVED THAT by the Valley City Council and the Mayor of Valley, Nebraska, that the attached first amendment to interlocal agreement to add the Village of Boys Town to the law enforcement agencies of the City of Bellevue in Sarpy County, Nebraska, City of La Vista in Sarpy County, Nebraska, City of Omaha in Douglas County, Nebraska, City of Papillion in Sarpy County, Nebraska, City of Ralston in Douglas County, Nebraska, City of Valley in Douglas County, Nebraska, City of Waterloo in Douglas County, Nebraska, City of Bennington in Douglas County, Nebraska, Sarpy County, Nebraska, and Douglas County, Nebraska, to provide mutual aid maintenance and support for law enforcement services is approved and the Mayor of Valley is authorized and directed to execute said amendment on behalf of the City of Valley.

PASSED AND APPROVED this 9th day of November, 2021.

CITY OF VALLEY,
DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

Mike Stanzel, Council President

Bryon Ueckert, Council Member

Linda Lewis, Council Member

ATTEST:

Chris TenEyck, Council Member

Cheryl K. Eckerman,
City Clerk

Nebraska Sweeping Inc.

17990 Dutch Hall Road
Bennington, NE 68007
402-677-3472
Nesweep@gmail.com

November 2, 2021

City of Valley
PO Box 682
Valley, NE 68064-0682

Mayor and Board Members,

This contract is auto renewing starting November 10, 2021. This Agreement shall continue for a period of one (1) year, commencing on the date of this Agreement, and automatically renew for successive one year periods thereafter except that either party may terminate this Agreement after giving the other party thirty (30) days written notice of such termination. These prices are based on a guaranteed nine (9) sweepings per year. Prices will increase 3% with an exception of non contracted sweeps. Non-contracted sweeps will increase at a 5.5% rate each year.

The city must furnish water and dump site locations for material.

We propose to furnish our equipment and labor, complete in accordance with the below specifications for the price noted below.

Job	Description	Unit Price	Line Total
City of Valley	For services performed at:		
	October 1, 2021 Breakdown Through September 30, 2022		
130-136	Residential per reg sweep	\$18.19	\$2,219.16
13	Wide streets per reg sweep	\$28.44	\$369.70
130-136	Residential (Spring/Fall)	\$20.57	\$2,509.43
13	Wide streets(Spring/Fall)	\$30.81	\$400.63
Spring/Fall	Ginger Cove	\$464.13	
Spring/Fall	Ginger Woods	\$464.13	
Regular sweep	Mallard Landing	\$400.77	

Nebraska Sweeping Inc.

17990 Dutch Hall Road
Bennington, NE 68007
402-677-3472
Nesweep@gmail.com

Spring/Fall	Mallard Landing	\$497.70	
Spring/Fall	Valley Shores	\$434.97	
Hourly	Non-contracted Sweeps	\$175	

Billing will be made upon completion of job and payment is to be made within 30 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date of acceptance: _____

City of Valley

Authorized signature: _____ Date: _____

Kevin Segebart, President
Nebraska Sweeping, Inc.

RESOLUTION NO. 2021-53

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

WHEREAS, the Valley City Council in regular session on November 9th, 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 9th day of November, 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



PHYSICAL ADDRESS
500 Steed Road
Ridgeland, MS 39157
PHONE 888-859-3795

MAILING ADDRESS
P.O. Box 14067
Jackson, MS 39236
FAX 601-956-3795

September 22, 2021

City Of Valley, Ne
Attn: Cheryl Eckerman
P.O. Box 682
Valley, NE 68064

RE: Standard Life and Accident Premium Saver Renewal # X2C-127

We welcome this opportunity to acknowledge and thank you for your 12-month contract with Standard Life and Accident Insurance Company. This renewal letter should be kept with your contract documents and serves as an amendment to your Standard Life contract.

Your contract renewal period is 1/01/2022 through 12/31/2022.

	CURRENT RATES	RENEWAL RATES
Participant:	\$ 72.92	\$ 72.92
Plus Spouse:	\$ 146.60	\$ 146.60
Plus Child(ren):	\$ 135.54	\$ 135.54
Family:	\$ 207.74	\$ 207.74

If due to the effects of the Affordable Care Act you find it necessary to switch to a different major medical plan, please ask your agent to contact us. We will be glad to design a new Premium Saver plan that will fit your plan and:

- Save Premium
- Maintain Benefits
- Comply with ACA

Current Benefits

Benefit	\$2,500
Deductible	\$500
Co-insurance	0 % to \$0

The above rates and benefits are valid with the major medical carrier and plan design listed on the employer application. Any changes to the major medical carrier or plan design render this renewal invalid.

To renew your contract for one year, please sign below and return to us by 12/15/2021. If we do not receive a confirmation or declination, the renewal rates and benefits will automatically be updated on your renewal date.

Signature /Title

Date

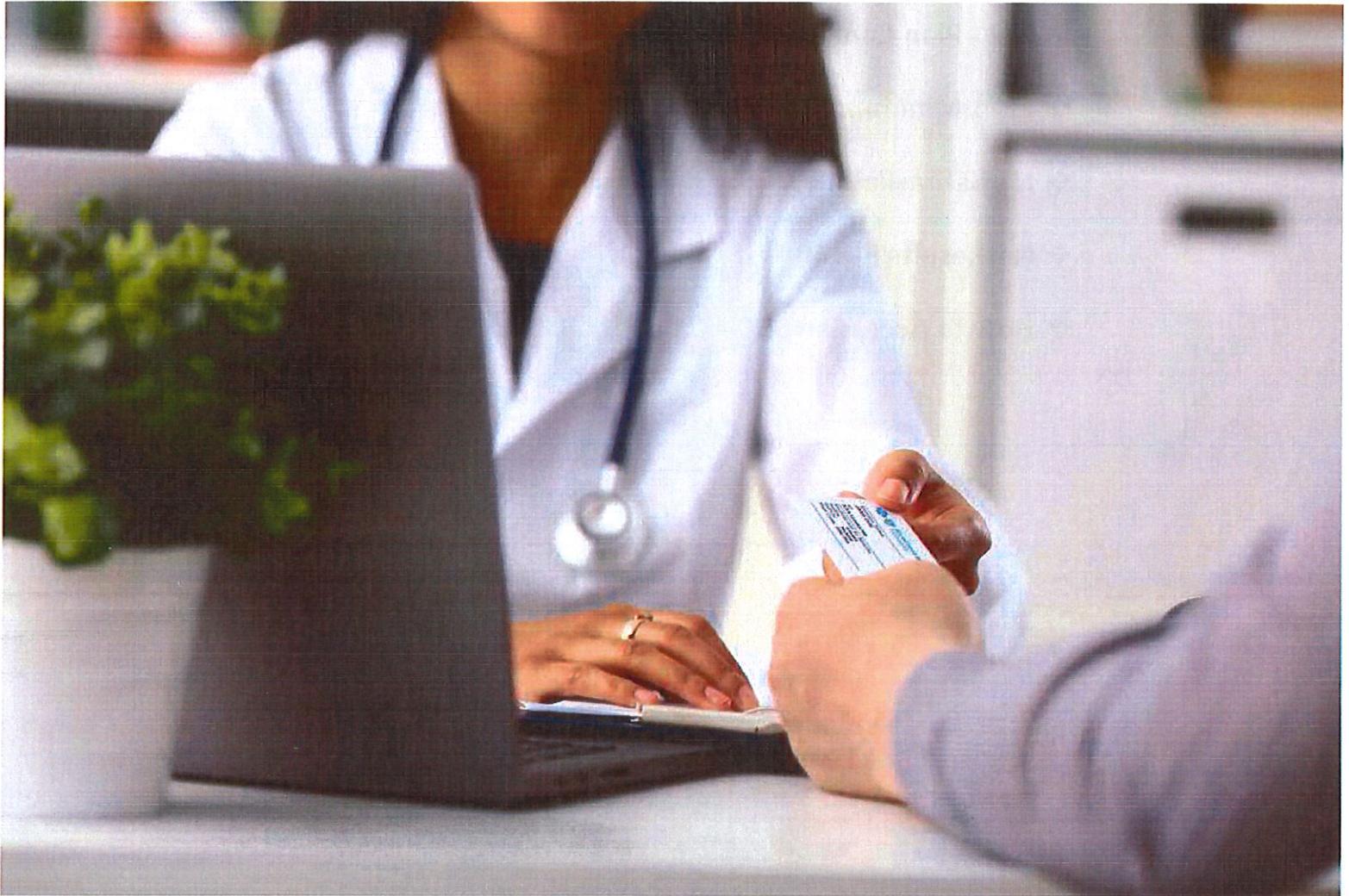
Your continued confidence in Standard Life and Accident Insurance Company is appreciated. We are proud of our association with you and look forward to a long and mutually successful relationship in the future.

Sincerely,

David R. White
President, CEO

cc: MARK LAMPEN
MICHAEL KRUGER

CITY OF VALLEY



RENEWAL PROPOSAL

December 1, 2021



Table of Contents

- ❖ Contract Updates and Next Steps
- ❖ Renewal Exhibit and Alternates Exhibit
- ❖ 2021 Plan Comparisons
- ❖ 2021 Minimum and Maximum Requirements
- ❖ MyNebraskaBlue
- ❖ NetResults PDL40
- ❖ How to Access an SBC

Contract Updates and Next Steps

Contract Updates for BlueFlex

- **Telehealth**
 - AmWells' allowable amount for Urgent Care services today is \$54.00, effective 01/01/2021 this amount will increase to \$59.00.
- **Autism**
 - Removed the ACA age limit of 21 years of age or older as a result of Mental Health Parity.
- **Employer Worksite**
 - **Employer worksite currently is not a covered place of service unless otherwise approved by BCBSNE. Updated language will allow immunizations without approval to be administered at an employee worksite.**
- **Accessing Benefits**
 - Removed the penalty language for covered prescription at an out of network pharmacy.
- **State Mandates**
 - No state mandates have been issued for 2021 that would impact health insurance.
- **Wellness**
 - The Wellness Program for BlueFlex members has been enhanced for 2021, with a new website and mobile app as well as new rewards. For information on the wellness program powered by Vitality and how members can get started, please click here: nebraskablue.com/BlueflexWellnessBrochure.

Next Steps Following Renewal Confirmation

- Renewal confirmation is requested as soon as possible prior to renewal date to allow for processing of the plan documents on Health Rules. **Within the renewal confirmation email, please include the Employer Contributions, any PHI (group contact updates) along with Eligibility Numbers (estimate if necessary).**
- The Master Group Application will be updated following receipt of the confirmation. The Account Service Specialist will then deliver it to your team for review and signature. The signed Master Group Application is required to be submitted prior to the renewal date, and in advance of the receipt of any 2021 enrollment information from the group.
- You will receive a separate email when **Open Enrollment** is ready. You will have 10 days to complete. If you need additional time, please email EnrollSupportTeam@nebraskablue.com.

Renewal Exhibit
and
Alternates Exhibit

BlueFlex

Current - Medical Proposed Rates



Group Name: CITY OF VALLEY

Effective Date: December 1, 2021

Prepared On: September 14, 2021

Plan Info

	Option 1
Option Number	BlueFlex FPC NB
Plan Name	Renewal
Offered as Renewal or Alternative	No
HSA-eligible	\$30/\$50
Physician Cost Share (PCP/SPC)	\$10; \$30; \$50; \$100
Pharmacy Cost Share	

Benefits

	Option 1
Network	NETworkBLUE
Deductible (Single/Family)	\$3,000/\$6,000
Coinsurance (Member Pays)	30%
Out Of Pocket (Single/Family)	\$6,000/\$12,000
Out Of Network	
Deductible (Single/Family)	\$6,000/\$12,000
Coinsurance (Member Pays)	50%
Out Of Pocket (Single/Family)	\$12,000/\$24,000

Enrollment

Employee	12
Employee & Spouse	1
Employee & Child(ren)	1
Family	0
Total	14

Premiums

Monthly Premium Rates

	Current	Proposed
Employee	\$535.85	\$545.50
Employee & Spouse	\$1,098.50	\$1,118.28
Employee & Child(ren)	\$937.75	\$954.63
Family	\$1,553.97	\$1,581.95

Aggregate Premiums PCPM

Expected Medical and Rx Costs	\$241.90	\$246.25
Administration Fees	\$120.95	\$123.13
Built-in Stop Loss Policy	\$241.90	\$246.25
Monthly Premium Per Contract	\$604.75	\$615.64

Change From Current

	1.8%	
Commissions	Standard	

Please be advised that Blue Cross and Blue Shield of Nebraska does not perform plan discrimination testing. Such activities are the responsibility of the employer.

BlueFlex

Medical Proposed Rates



Group Name: CITY OF VALLEY

Effective Date: December 1, 2021

Prepared On: September 14, 2021

Plan Info

	BlueFlex PPO 1000	BlueFlex PPO 2000	BlueFlex PPO 3000	BlueFlex PPO 7900
Option	FPA21	FPB21	FPC21	FPD21
Plan Name	Alternate	Alternate	Alternate	Alternate
Offered as Renewal or Alternate	No	No	No	No
HSA-eligible	\$30/\$45	\$25/\$50	\$30/\$50	Ded+Coins
Physician Cost Share (PCP/SPC)	\$10; \$30; \$50; \$100	\$10; \$30; \$50; \$100	\$10; \$30; \$50; \$100	Ded+Coins
Pharmacy Cost Share				

Benefits

	BlueFlex PPO 1000	BlueFlex PPO 2000	BlueFlex PPO 3000	BlueFlex PPO 7900
In Network				
Deductible (Single/Family)	\$1,000/\$2,000	\$2,000/\$4,000	\$3,000/\$6,000	\$7,900/\$15,800
Coinsurance (Member Pays)	20%	20%	30%	0%
Out Of Pocket (Single/Family)	\$2,000/\$4,000	\$4,000/\$8,000	\$6,000/\$12,000	\$7,900/\$15,800
Out Of Network				
Deductible (Single/Family)	\$2,000/\$4,000	\$4,000/\$8,000	\$6,000/\$12,000	\$15,800/\$31,600
Coinsurance (Member Pays)	40%	40%	50%	0%
Out Of Pocket (Single/Family)	\$4,000/\$8,000	\$8,000/\$16,000	\$12,000/\$24,000	\$15,800/\$31,600

Enrollment

	BlueFlex PPO 1000	BlueFlex PPO 2000	BlueFlex PPO 3000	BlueFlex PPO 7900
Employee	12	12	12	12
Employee & Spouse	1	1	1	1
Employee & Child(ren)	1	1	1	1
Family	0	0	0	0
Total	14	14	14	14

Monthly Premium Rates

	NetworkBLUE Proposed Rates	NetworkBLUE Proposed Rates	NetworkBLUE Proposed Rates	NetworkBLUE Proposed Rates
Employee	\$630.55	\$587.60	\$545.50	\$456.10
Employee & Spouse	\$1,292.63	\$1,204.58	\$1,118.28	\$935.00
Employee & Child(ren)	\$1,103.47	\$1,028.30	\$954.63	\$798.18
Family	\$1,828.60	\$1,704.05	\$1,581.95	\$1,322.70

Premium Allocation PCPM

	BlueFlex PPO 1000	BlueFlex PPO 2000	BlueFlex PPO 3000	BlueFlex PPO 7900
Expected medical and Rx Costs	\$284.65	\$265.26	\$246.25	\$205.90
Administration Fees	\$142.32	\$132.63	\$123.13	\$102.95
Built-in Stop Loss Policy	\$284.65	\$265.26	\$246.25	\$205.90
Monthly Premium Per Contract	\$711.62	\$663.15	\$615.64	\$514.74

Monthly Premium Rates

	PremierSelectBlueChoice Proposed Rates	PremierSelectBlueChoice Proposed Rates	PremierSelectBlueChoice Proposed Rates	PremierSelectBlueChoice Proposed Rates
Employee	\$580.10	\$540.60	\$501.85	\$419.60
Employee & Spouse	\$1,189.20	\$1,108.23	\$1,028.80	\$860.18
Employee & Child(ren)	\$1,015.18	\$946.05	\$878.25	\$734.30
Family	\$1,682.30	\$1,567.75	\$1,455.37	\$1,216.85

Aggregate Premiums

	BlueFlex PPO 1000	BlueFlex PPO 2000	BlueFlex PPO 3000	BlueFlex PPO 7900
Expected Medical and Rx Costs	\$261.87	\$244.04	\$226.55	\$189.42
Administration Fees	\$130.94	\$122.02	\$113.28	\$94.71
Built-in Stop Loss Policy	\$261.87	\$244.04	\$226.55	\$189.42
Monthly Premium Per Contract	\$654.68	\$610.11	\$566.38	\$473.55

Monthly Premium Rates

	BlueprintHealth Proposed Rates	BlueprintHealth Proposed Rates	BlueprintHealth Proposed Rates	BlueprintHealth Proposed Rates
Employee	\$580.10	\$540.60	\$501.85	\$419.60
Employee & Spouse	\$1,189.20	\$1,108.23	\$1,028.80	\$860.18
Employee & Child(ren)	\$1,015.18	\$946.05	\$878.25	\$734.30
Family	\$1,682.30	\$1,567.75	\$1,455.37	\$1,216.85

Aggregate Premiums

	BlueFlex PPO 1000	BlueFlex PPO 2000	BlueFlex PPO 3000	BlueFlex PPO 7900
Expected medical and Rx Costs	\$261.87	\$244.04	\$226.55	\$189.42
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Monthly Premium Per Contract	\$654.68	\$610.11	\$566.38	\$473.55

Please be advised that Blue Cross and Blue Shield of Nebraska does not perform plan discrimination testing. Such activities are the responsibility of the employer.

BlueFlex

Medical Proposed Rates



Group Name: CITY OF VALLEY

Effective Date: December 1, 2021

Prepared On: September 14, 2021

Plan Info

	BlueFlex HSA 2500	BlueFlex HSA 3000	BlueFlex HSA 3500	BlueFlex HSA 6750
	FHA21	FHB21	FHC21	FHD21
Option	Alternate	Alternate	Alternate	Alternate
Plan Name	Yes	Yes	Yes	Yes
Offered as Renewal or Alternate	Ded+Coins	Ded+Coins	Ded+Coins	Ded+Coins
HSA-eligible	Ded+Coins	Ded+Coins	Ded+Coins	Ded+Coins
Physician Cost Share (PCP/SPC)				
Pharmacy Cost Share				
Benefits				
In Network				
Deductible (Single/Family)	\$2,500/\$5,000	\$3,000/\$6,000	\$3,500/\$7,000	\$6,750/\$13,500
Coinsurance (Member Pays)	20%	0%	20%	0%
Out Of Pocket (Single/Family)	\$3,675/\$7,350	\$3,000/\$6,000	\$5,500/\$11,000	\$6,750/\$13,500
Out Of Network				
Deductible (Single/Family)	\$5,000/\$10,000	\$6,000/\$12,000	\$7,000/\$14,000	\$13,500/\$27,000
Coinsurance (Member Pays)	40%	20%	40%	0%
Out Of Pocket (Single/Family)	\$9,000/\$18,000	\$10,000/\$20,000	\$11,000/\$22,000	\$13,500/\$27,000
Enrollment				
Employee	12	12	12	12
Employee & Spouse	1	1	1	1
Employee & Child(ren)	1	1	1	1
Family	0	0	0	0
Total	14	14	14	14
Monthly Premium Rates				
	NetworkBLUE Proposed Rates	NetworkBLUE Proposed Rates	NetworkBLUE Proposed Rates	NetworkBLUE Proposed Rates
Employee	\$552.70	\$565.95	\$514.58	\$477.43
Employee & Spouse	\$1,133.03	\$1,160.20	\$1,054.89	\$978.73
Employee & Child(ren)	\$967.23	\$990.42	\$900.51	\$835.51
Family	\$1,602.83	\$1,641.25	\$1,492.29	\$1,384.54
Premium Allocation PCPM				
Expected medical and Rx Costs	\$249.50	\$255.49	\$232.29	\$215.52
Administration Fees	\$124.75	\$127.74	\$116.15	\$107.77
Built-in Stop Loss Policy	\$249.50	\$255.49	\$232.29	\$215.52
Monthly Premium Per Contract	\$623.76	\$638.72	\$580.74	\$538.81
Monthly Premium Rates				
	PremierSelectBlueChoice Proposed Rates	PremierSelectBlueChoice Proposed Rates	PremierSelectBlueChoice Proposed Rates	PremierSelectBlueChoice Proposed Rates
Employee	\$508.48	\$520.65	\$473.40	\$439.25
Employee & Spouse	\$1,042.39	\$1,067.33	\$970.47	\$900.47
Employee & Child(ren)	\$889.84	\$911.15	\$828.45	\$768.70
Family	\$1,474.59	\$1,509.88	\$1,372.85	\$1,273.83
Aggregate Premiums				
Expected Medical and Rx Costs	\$229.54	\$235.04	\$213.71	\$198.29
Administration Fees	\$114.78	\$117.52	\$106.85	\$99.15
Built-in Stop Loss Policy	\$229.54	\$235.04	\$213.71	\$198.29
Monthly Premium Per Contract	\$573.86	\$587.59	\$534.27	\$495.73
Monthly Premium Rates				
	BlueprintHealth Proposed Rates	BlueprintHealth Proposed Rates	BlueprintHealth Proposed Rates	BlueprintHealth Proposed Rates
Employee	\$508.48	\$520.65	\$473.40	\$439.25
Employee & Spouse	\$1,042.39	\$1,067.33	\$970.47	\$900.47
Employee & Child(ren)	\$889.84	\$911.15	\$828.45	\$768.70
Family	\$1,474.59	\$1,509.88	\$1,372.85	\$1,273.83
Aggregate Premiums				
Expected medical and Rx Costs	\$229.54	\$235.04	\$213.71	\$198.29
Administration Fees	\$114.78	\$117.52	\$106.85	\$99.15
Built-in Stop Loss Policy	\$229.54	\$235.04	\$213.71	\$198.29
Monthly Premium Per Contract	\$573.86	\$587.59	\$534.27	\$495.73

Please be advised that Blue Cross and Blue Shield of Nebraska does not perform plan discrimination testing. Such activities are the responsibility of the employer.

BLUECROSS AND BLUESHIELD OF NEBRASKA

Signature Blue Quote For:
CITY OF VALLEY

Effective Date: December 1, 2021

This quote assumes the group does not have current dental coverage with any carrier.

Employee	Employee & Spouse	Employee & Child(ren)	Family
12	1	1	0

Available Dental Products	Employee	Employee & Spouse	Employee & Child(ren)	Family	Total Monthly Premium
SignatureBlue Dental Option 1 Preventive*	\$28.77	\$54.44	\$46.27	\$70.77	\$445.95
SignatureBlue Dental Option 4 Premier	\$40.35	\$78.75	\$66.54	\$103.19	\$629.49
SignatureBlue Dental Option 5 Premier	\$42.68	\$83.66	\$70.62	\$109.73	\$666.44
SignatureBlue Dental Option 9 Premier	\$46.78	\$92.27	\$77.80	\$121.22	\$731.43
SignatureBlue Dental Option 13 Premier	\$49.42	\$97.81	\$82.41	\$128.60	\$773.26
SignatureBlue Dental 15 Basic Passive*	\$40.43	\$78.94	\$66.68	\$103.44	\$630.78
SignatureBlue Dental Option 21 Premier Passive	\$53.22	\$105.79	\$89.06	\$139.24	\$833.49

*For groups of size 2 - 9, only options marked with an asterisk are available

BLUECROSS AND BLUESHIELD OF NEBRASKA

**Signature Blue Quote For:
CITY OF VALLEY**

Effective Date: December 1, 2021

This quote assumes the group has current dental coverage with another carrier.

Employee	Employee & Spouse	Employee & Child(ren)	Family
12	1	1	0

Available Dental Products	Employee	Employee & Spouse	Employee & Child(ren)	Family	Total Monthly Premium
SignatureBlue Dental Option 1 Preventive*	\$24.87	\$46.27	\$39.47	\$59.89	\$384.18
SignatureBlue Dental Option 4 Premier	\$34.53	\$66.54	\$56.35	\$86.90	\$537.25
SignatureBlue Dental Option 5 Premier	\$36.47	\$70.62	\$59.76	\$92.35	\$568.02
SignatureBlue Dental Option 9 Premier	\$39.89	\$77.80	\$65.73	\$101.92	\$622.21
SignatureBlue Dental Option 13 Premier	\$42.09	\$82.41	\$69.58	\$108.07	\$657.07
SignatureBlue Dental 15 Basic Passive*	\$34.59	\$66.68	\$56.48	\$87.10	\$538.24
SignatureBlue Dental Option 21 Premier Passive	\$45.26	\$89.06	\$75.13	\$116.95	\$707.31

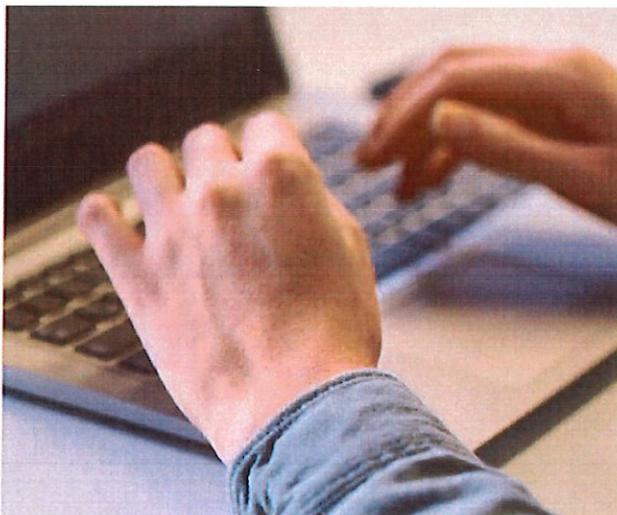
*For groups of size 2 - 9, only options marked with an asterisk are available



PLAN COMPARISON

Small Group BlueFlex Summary Plan Description

**For Level-funded Groups
Effective Jan. 1, 2021**



Summary Plan Description Modifications

BlueFlex clients will receive a revised summary plan description (SPD) for new business or renewals effective on or after Jan. 1, 2021.

The revised SPD from Blue Cross and Blue Shield of Nebraska (BCBSNE) includes clarification throughout the document.

The following chart provides a high-level overview of the changes made to the SPD. It outlines the provisions, as well as the rationale for the changes.

Please note: Minor changes such as capitalization, punctuation and grammar fixes are not reflected in this chart.

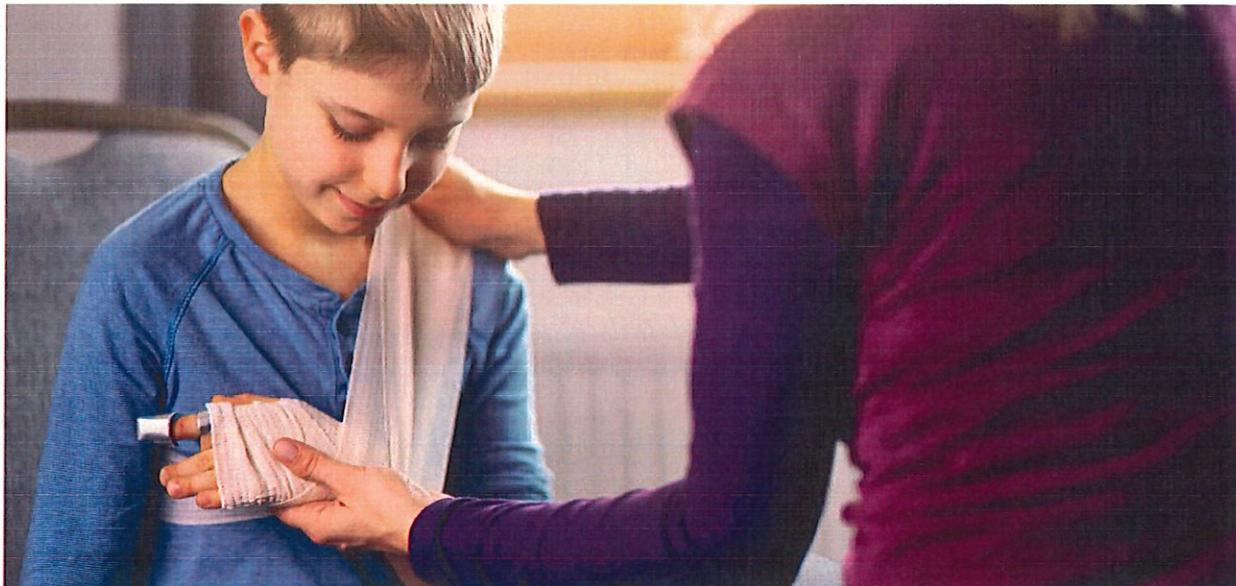
Please contact your BCBSNE sales or account management team for more information.

Section	Provision	Rationale
Section 1 PAYMENT FOR SERVICES	Special Cases – Value-based Programs	Clarification: All "Value-based Care Programs" have now been renamed "Total Care" programs.
Section 3 BENEFITS FOR COVERED SERVICES	Biofeedback	Clarification: Biofeedback added under Covered Services. BCBSNE allows for all approved medical conditions. No change in current administration processes.
Section 3 BENEFITS FOR MENTAL ILLNESS AND SUBSTANCE DEPENDENCE OR ABUSE SERVICES	Outpatient Services	Clarification: "Training for treatment of Mental Illness" verbiage removed to align with current administration processes. Biofeedback is allowed for all approved mental health and medical conditions. No change in current administration processes.
Section 3 BENEFITS FOR ACA PREVENTIVE SERVICES	ACA Preventive Services	Clarification: We added a link to the website, NebraskaBlue.com, for more information on preventive services.
Section 4 EXCLUSIONS & LIMITATIONS	Genetic treatment or engineering	Clarification: We modified the exclusion for "Genetic treatment or engineering; any service performed to alter or create changes in genetic structure" to more specifically states "Genetic treatment or engineering; cellular therapy, definitive drug test, gene therapy, gestational carrier, presumptive drug test, and surrogate mother services." No change in current administration processes.
Section 4 EXCLUSIONS & LIMITATIONS	Employee Worksite	Benefit Change: Employee worksite's are not a covered place of service (no change), however, we will allow, without approval, immunizations to be administered at an employee worksite.
Section 5 RX NEBRASKA PRESCRIPTION DRUG PROGRAM	Tiered Benefit Design	Clarification: Updated language to refer to "preferred and non preferred prescription drugs", versus the previous language that referred to "formulary and non formulary prescription drugs".
Section 5 RX NEBRASKA PRESCRIPTION DRUG PROGRAM	Accessing Benefits	Benefit Change: Removed the penalty language for covered prescription at an out of network pharmacy
Section 5 RX NEBRASKA PRESCRIPTION DRUG PROGRAM	Accessing Benefits: Other Coverage	Clarification: Updated language to clearly explain that coordination of benefits is only applicable when the services (prescriptions) are covered under both the primary and secondary plan's pharmacy benefits.
Section 5 RX NEBRASKA PRESCRIPTION DRUG PROGRAM	Additional Provisions and Limitations	Clarification: NE DOI required language added to clarify coverage for approved FDA medication used off label to treat a cancer or HIV/AIDS diagnosis. In this situation, prior authorization and approval will be required by BCBSNE.

Section	Provision	Rationale
Section 5 RX NEBRASKA PRESCRIPTION DRUG PROGRAM	Preauthorization	Clarification: Added language to clarify under the Drug Coverage Program preauthorization is required for prescriptions as determined by BCBSNE. We removed specific pharmacy preauthorization programs (PPI and NSAIDs) information as a result of the Prescription Drug List (PDL) being based on drugs, not programs. No changes in current administration processes. The PDL advises which drugs require preauthorization.
Section 5 RX NEBRASKA PRESCRIPTION DRUG PROGRAM	PDL (Formulary) Exception Process	Clarification: Added language to clarify, the member or Physician may request an exception for prescription drugs not otherwise excluded under the plan. The request for a PDL exception must be in writing on the appropriate PDL Exception form and include the name of the Covered Person and any additional information to be considered for review. Submit the request to the address on the back of your member ID card. If approved, the PDL exception drug will be covered at the applicable tier payment level for the excepted drug.
Section 5 RX NEBRASKA PRESCRIPTION DRUG PROGRAM	Definitions	Clarification: Removed the definition for "Formulary." Replaced with the definition for "Prescription Drug List (Formulary)."
Section 5 RX NEBRASKA PRESCRIPTION DRUG PROGRAM	Definitions	Clarification: Under the "Pharmacy and Therapeutics Committee" definition, we added clarifying language to refer to the "Prescription Drug List," versus the former language of "Formulary."
Section 8 CLAIM AND APPEAL PROCEDURES	Appeals Procedure	Benefit Administration: Clarification of Appeal Procedures and ERISA/non-ERISA Chart added to outline the turnaround time for benefit determinations. User-friendly Appeals Determination created to assist members/groups with timeframes associated with ERISA and Non-ERISA Appeal Determinations. Members should use the Appeal Request Form to file an appeal. Form can be found on NebraskaBlue.com
Section 9 COORDINATION OF BENEFITS	Definitions	Clarification: Coordination of Benefits language now clearly states that BCBSNE as a secondary payer will only reimburse up to the primary carrier's contracted rate.
Section 11 GENERAL LEGAL PROVISIONS	Contractual Right to Reimbursement	Clarification: This plan is always secondary to automobile no-fault coverage, personal injury protection coverage, or medical payments coverage.
Section 12 DEFINITIONS	Definitions	Clarification: Total Care – Added definition for "Total Care," formerly known as Value-based Care.
Section 12 DEFINITIONS	Definitions	Clarification: Value-based Program – Removed the definition for "Value-based Program."

2021 Minimum and Maximum Requirements

Each year the IRS indexes the minimum deductibles and maximum out-of-pocket limits for qualified high deductible health plans (QHDHP). In addition, under the Affordable Care Act (ACA), the U.S. Department of Health & Human Services indexes the maximum out-of-pocket limits each year. These numbers typically do not align with each other.



2021 QHDHPs

The minimum deductible for both individual and family will remain the same for 2021. The maximum out-of-pocket and contribution amounts increased for 2021. The individual out-of-pocket maximum increased by \$100 and the family out-of-pocket maximum increased by \$200. The individual maximum contribution increased by \$50 and the family maximum contribution increased by \$100.

QHDHP Minimum and Maximums	2020	2021
Minimum Individual Deductible	\$ 1,400	\$ 1,400
Minimum Family Deductible	\$ 2,800	\$ 2,800
Maximum Individual Out of Pocket	\$ 6,900	\$ 7,000
Maximum Family Out of Pocket	\$13,800	\$14,000
Maximum Individual Contribution	\$ 3,550	\$ 3,600
Maximum Family Contribution	\$ 7,100	\$ 7,200

2021 ACA Maximum Out of Pocket

The ACA maximum out-of-pocket amount increased by \$400 for individuals and \$800 for families.

Maximum Out of Pocket	2020	2021
Maximum Individual Out of Pocket	\$ 8,150	\$ 8,550
Maximum Family Out of Pocket	\$16,300	\$17,100

Minimum Deductible and Maximum Out of Pockets

The following charts show how QHDHP and ACA limits apply based on the QHDHP or traditional PPO plan.

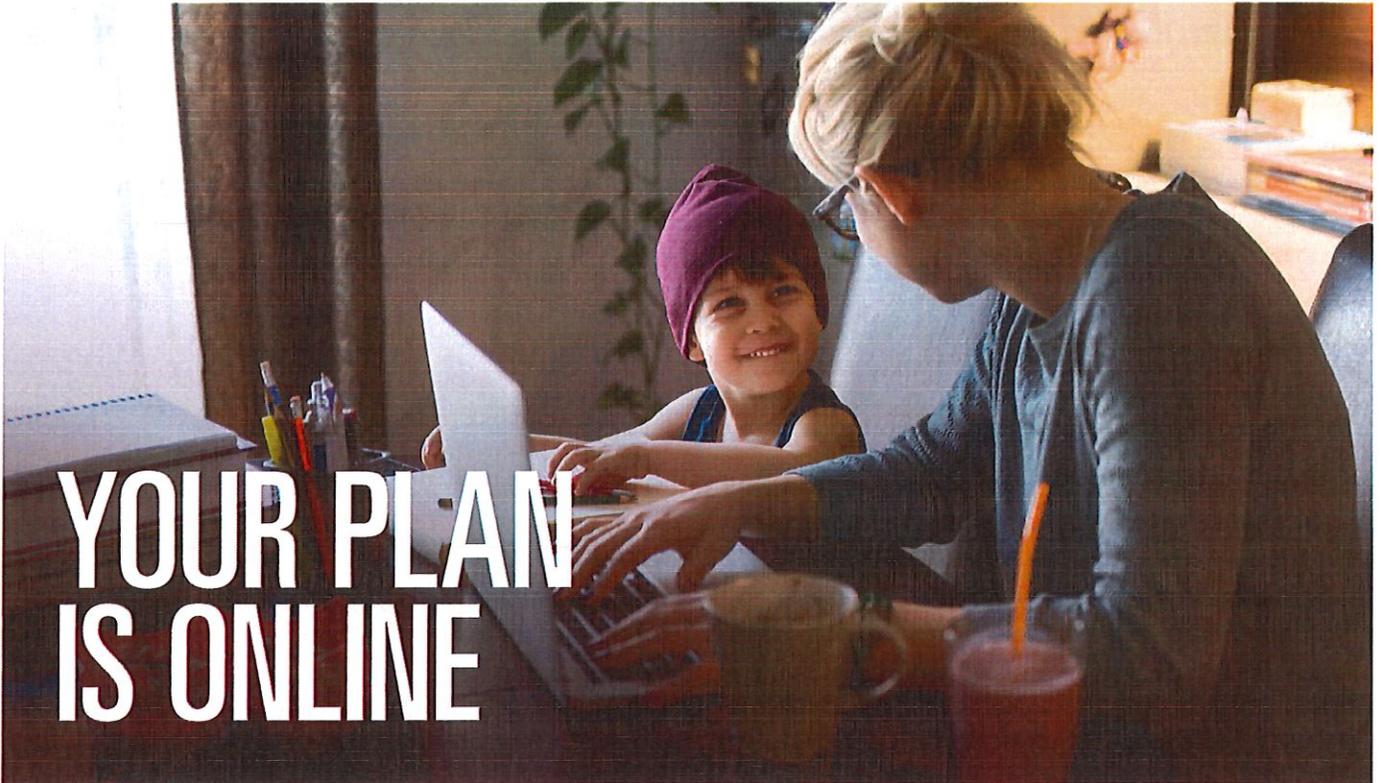
2021 Embedded	QHDHP	Traditional PPO
Minimum Individual Deductible	\$ 2,800	Not Applicable
Minimum Family Deductible	\$ 2,800	
Maximum Individual Out of Pocket	\$ 7,000	\$ 8,550
Maximum Family Out of Pocket	\$14,000	\$17,100

2021 Aggregate	QHDHP	Traditional PPO
Minimum Individual Deductible	\$ 1,400	Not Applicable
Minimum Family Deductible	\$ 2,800	
Maximum Individual Out of Pocket	\$ 7,000	\$ 8,550
Maximum Family Out of Pocket	\$ 8,550	\$ 8,550

2021 Grandfathered (Aggregate)	QHDHP	Traditional PPO
Minimum Individual Deductible	\$ 1,400	Not Applicable
Minimum Family Deductible	\$ 2,800	
Maximum Individual Out of Pocket	\$ 7,000	Not Applicable
Maximum Family Out of Pocket	\$14,000	

The Employer Shared Responsibility regulation requires that an employer-sponsored plan provide Minimum Value. Minimum Value is met when a plan covers at least 60% of the total allowed cost of benefits that are expected to be incurred under the plan. Employers generally must use a Minimum Value calculator developed by the U.S. Department of Health & Human Services to determine if a plan with standard features provides Minimum Value. The Minimum Value calculator was developed in 2013 using a maximum of \$6,500 and has not been updated by the government since it was released to support indexing of annual minimum and maximum limits. This means we are not able to certify plans outside the Minimum Value calculator's data sets.

If you have any questions, please contact a member of your Blue Cross and Blue Shield of Nebraska sales or account management team.



YOUR PLAN IS ONLINE

Everything you need to manage your plan is at myNebraskaBlue.com

A variety of tools are available to help you get the most out of your coverage, 24/7. See below for tips to save you time and money.



Your Claims | *My Claims Tab*

- Review your claims history and track claims status
- Review your Explanation of Benefits (EOB) documents

TIP: paperless option available



Plan Benefits | *My Benefits Tab*

- View your benefits, copays, coinsurance and out-of-pocket costs
- Download your mobile ID card or request additional printed cards



Doctors and Cost | *Tools & Resources Tab*

- Find in-network doctors, hospitals and dentists
- Use the cost estimator to plan for and compare medical expenses



Pharmacy | *Tools & Resources Tab*

- Connect with MyPrime to find a pharmacy, review prescription costs or set my mail order services

Download the myblue Nebraska app for on-the-go access and monitor your coverage.



Activate your online account today at myNebraskaBlue.com

For more information, please call the Member Services number on the back of your ID card.





Find helpful tools and cost details at myNebraskaBlue.com

Log in to myNebraskaBlue.com and find resources to help you answer important health care questions. Find all of these tools under the Tools & Resources tab.

Find In-network Doctors

View our user-friendly doctor finder tool to see a full list of in-network doctors and hospitals.

Estimate Costs

In the What's it Cost section, you can estimate medical costs before you receive care. Here you can find cost information for many common health care services, and compare costs of doctors and hospitals.

Review Your Doctor

In the Find a Doctor or Hospital section, you can write a review of your health care experience and read reviews written by others.

MyPrime®

Blue Cross and Blue Shield of Nebraska contracts with Prime Therapeutics® to provide your pharmacy benefits. You may view information about your pharmacy benefits by logging in to myNebraskaBlue and selecting the Tools & Resources tab. Then, go to My Pharmacy. You will be directed to MyPrime, where you will find interactive tools to help manage your family's prescription drugs.

With MyPrime, you can find:

- your prescription benefits
- your drug claim history
- prescription drug list (also known as a formulary)
- a pharmacy locator
- a drug cost calculator
- a comparison of brand name and generic drug costs

FINDING OUT WHAT'S COVERED



Your plan's prescription drug list (PDL) recently changed. Here are some tips for helping your employees find out what's covered under PDL40.

What is a formulary?

A formulary is a list of drugs covered under your health plan. Blue Cross and Blue Shield of Nebraska works with Prime Therapeutics to manage this formulary.

Your formulary is called PDL40

Under PDL40, benefits are available for the prescription drugs listed on the formulary. If a drug isn't listed, no benefits are available. Employees may have prescriptions filled for a noncovered drug, but they will be responsible for paying the full amount.

HOW TO LOOK UP PRESCRIPTION DRUGS COVERED UNDER PDL40:

- 1 Log in to [myNebraskaBlue.com](https://mynebraskablue.com)
- 2 Click on *Tools & Resources*
- 3 Click on *Pharmacy Benefits: Visit MyPrime*
- 4 Click *Medicine* and select *Find medicines* on the drop down menu.
- 5 Type in the medication name.

If the employee is taking a drug that isn't listed on the formulary, suggest they talk to their doctor about switching. Using formulary drugs will save them money.



If you have any questions, please contact a member of your Blue Cross and Blue Shield of Nebraska account service team.



MAKE THE MOST OF YOUR INSURANCE

Your Summary of Benefits and Coverage is available online.



**BlueCross
BlueShield**
Nebraska

UNDERSTANDING YOUR HEALTH CARE BENEFITS IS IMPORTANT.

Your Summary of Benefits and Coverage (SBC) provides you with helpful information about your health plan.



To view your SBC online:

If you are already a Blue Cross and Blue Shield of Nebraska (BCBSNE) member, you can review your SBC online by logging into your member account at **myNebraskaBlue.com** and click on the "My Benefits" tab.



If you aren't a member yet:

Visit **NebraskaBlue.com/Plans** to see your plan options.



You may also call our Member Services department and we'll mail a free paper copy of your SBC.

If you are a current BCBSNE member, call **888-592-8960**. If you are not yet a BCBSNE member, call **877-693-7091**.



An independent licensee of the Blue Cross and Blue Shield Association.

42-046 (07-21-20)



An independent licensee of the Blue Cross and
Blue Shield Association.

RESOLUTION NO. 2021-54

WHEREAS, the City of Valley, Douglas County, Nebraska, proposes to enter into an operation and maintenance agreement between the City of Valley and Flagship Planning Solutions, and

WHEREAS, the Valley City Council in regular session on November 9, 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 9th day of November, 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

RESOLUTION NO. 2021-55

WHEREAS, the City Street Superintendent for the City of Valley, Nebraska, has prepared plans for the 2021 One-Year and Six-Year Road and Street Improvement Program, and

WHEREAS, the City Street Superintendent recommends that the City adopt said plans, and

WHEREAS, the Mayor and members of the City Council have reviewed said Plans and find that the plans meet the requirements of the City of Valley.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of Douglas County, Nebraska do hereby approve and adopt the Plans as prepared and submitted for the 2021 One-Year and Six-Year Road and Street Improvement Programs showing certain priorities.

BE IT FURTHER RESOLVED that a certified copy of the Plan be filed with the Board of Public Roads, Classifications, and Standards, State of Nebraska.

PASSED AND APPROVED THIS 9TH DAY OF NOVEMBER, 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

October 28, 2021

Valley, Nebraska

One and Six Year Street Plans

- a. Summary of Completed Projects in 2021
- b. One Year Plan – 2022
- c. Six Year Plan – 2022 through 2027

OPCE Project No. 21-016

PREVIOUS YEAR PROJECTS - Completed

1. M599 (62) Flatwater Subdivision – All streets in Phases 2 and 3
2. M599 (59) Meigs Street Overlay – Mayne to West
3. M599 (51) 264th St. Overlay – W. Maple to Meigs
4. M599 (50) Meigs St. Overlay – 270th to R.R. Bridge
5. M599 (65) Reichmuth Rd. Overlay – E. Meigs to 300th St.
1. M599 (66) N. West St. Overlay – Reichmuth to Hwy 64

ONE –YEAR PLAN

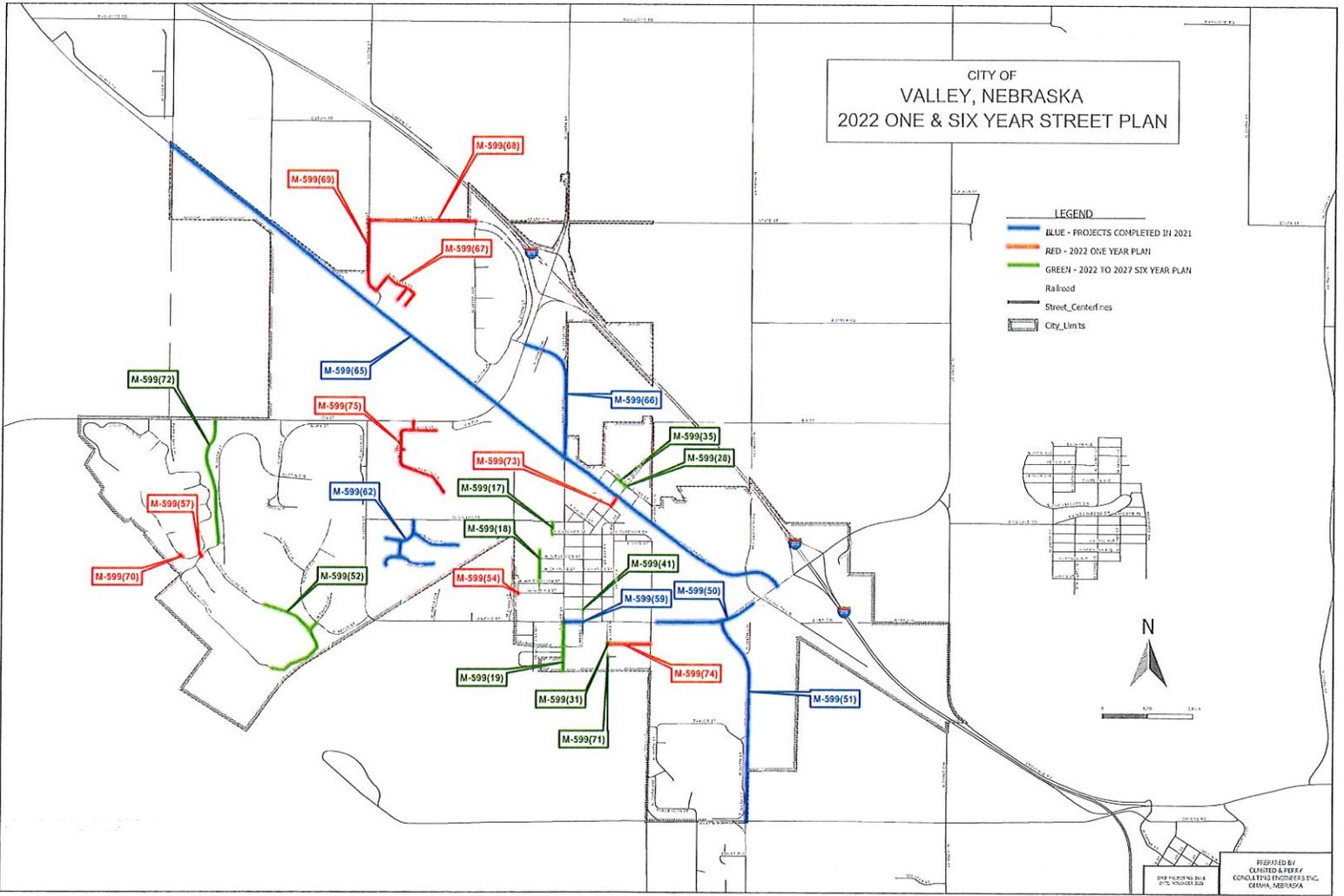
1. M599 (73) R.R. Crossing at Spruce Street
2. M599 (67) Potter St.- 285th Cir. To 286th St.
286th St. – 288th St. to Potter
285th Ave. Cir. – Potter to end of Cul-de-sac
285th Ave. – Potter to end of Cul-de-sac
3. M599 (68) State St. Overlay – 281st to 288th
4. M599 (69) 288th St. Overlay – State St. to 286th St.
5. M599 (57) Ginger Cove Connector – Ginger Cove Rd. to Ginger Woods Rd.
6. M599 (54) Intersection of Lakewood and Waring
7. M599 (74) Condrion Street – East St. to Center St.
8. M599 (70) Mill and Overlay Ginger Cove Bridge Deck
9. M599 (75) Flatwater Estates Phase 1 (284th St., Mary St., 285th St., Bauman St., Martin Cir.)

SIX – YEAR PLAN

1. M599 (17) Platte St. – Valley to Gardiner
2. M599 (18) Park Ave. – Park Rd. to Whittingham
3. M599 (19) S. West – Meigs to So. City Limits
4. M599 (41) Intersection of Mayne and Harrier
5. M599 (31) Intersection of East and Condrion
6. M599 (28) Intersection of Third and Spruce
7. M599 (35) Third Street - Locust to Spruce
8. M599 (52) Meigs St. – 290th to Ginger Woods Rd.
9. M599 (72) Ginger Woods Rd. Overlay – Hwy 64 to Arcadia St.
10. M599 (71) Sunset Circle & So. East St. Intersection

CITY OF VALLEY, NEBRASKA 2022 ONE & SIX YEAR STREET PLAN

- LEGEND**
- BLUE - PROJECTS COMPLETED IN 2021
 - RED - 2022 ONE YEAR PLAN
 - GREEN - 2022 TO 2027 SIX YEAR PLAN
 - Railroad
 - Street_Centerlines
 - City_Limits



PREPARED BY
CANTRELL & FREELY
CONSULTING ENGINEERS P.C.
CENSA, NEBRASKA

SUBDIVISION AGREEMENT

GEIS SUBDIVISION

THIS AGREEMENT made and entered this _____ day of November, 2021, by and between **GEIS, INC., a Nebraska corporation** (hereinafter referred to as "Subdivider") and the **City of Valley**, a City of the Second Class in the State of Nebraska (hereinafter referred to as "City"). **This Subdivision Agreement applies only to the real property located within the city limits of the City of Valley containing approximately 13.33 acres and legally described on Exhibit "A", attached hereto and incorporated herein by this reference (the "Area to be Developed"). At such time as a Final Plat is approved subdividing the Area to be Developed into Lots, this Agreement shall be amended to substitute the legal descriptions for the Lots for the legal description on Exhibit "A".**

WITNESSETH

WHEREAS, Subdivider is the owner of the Area to be Developed, and intends to develop a commercial/industrial subdivision as shown on the proposed final plat attached hereto as Exhibit "B" and incorporated herein by this reference; and

WHEREAS, the Area to be Developed, as shown on the Final Plat, will consist of two lots, Lot One, Geis Subdivision, which will be a buildable lot, and Outlot "A", Geis Subdivision, which will be an unbuildable outlot; and

WHEREAS, upon the replatting and/or development of Outlot "A" (including, any conversion of Outlot "A" or portions thereof to buildable lots) Outlot "A" shall be subject to additional requirements regarding the construction of public improvements, including but not limited to: (i) the extension of water and sewer infrastructure necessary for the future development of Outlot "A" and other adjacent areas of the City; (ii) providing access to Outlot "A" from Twin Rivers Circle and connectivity with other City streets; and (iii) the potential dedication of public right of way for street purposes.

WHEREAS, the parties wish to set forth the conditions which must be satisfied for the final plat of the Area to be Developed to be signed and filed, and also to set forth certain continuing obligations of the parties after the filing of the Final Plat.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For the purpose of this Agreement, the following words and phrases shall have the following meanings:

- A. The "cost" or "entire cost" of improvements shall be deemed to include all construction costs, design and engineering fees, testing expenses, legal fees and miscellaneous costs.

SECTION I: PRIVATE IMPROVEMENTS

- A. The Subdivider shall contract for the timely and orderly installation of certain private improvements as described immediately herein below (the "Private Improvements"). The City Engineer shall

approve the timeliness and installation of the Private Improvements for the purposes of coordination with the location and construction of Public Infrastructure Improvements. The Private Improvements shall be timely and orderly completed as follows:

1. **Grading.** Subdivider shall complete all required grading as shown on the Private Grading Plan, which plan shall be approved by the City Engineer and the Subdivider.
 2. **Driveway Construction.** Subdivider shall complete the construction of a paved driveway, at least twenty-eight feet (28') in width, within the area delineated as Ingress-Egress Easement as shown on Exhibit "B", which shall be approved by the City Engineer and the Subdivider, and said Ingress-Egress Easement shall be dedicated to the public on the face of the Final Plat.
 3. **Sanitary Sewer and Water Connections.** Subdivider shall be allowed to connect Lot 1 to the City's sanitary sewer and water mains located directly south of the Area to be Developed, provided that such plans shall be approved by the City Engineer and the actual construction of the connections shall be coordinated with the City Engineer and completed under the supervision of the City Building Inspector or City Engineer.
- B. The parties agree that the Subdivider shall pay for the entire cost of installing and contracting for the Private Improvements as set out in Section I.A. immediately hereinabove.
- C. The parties agree that the Subdivider shall reimburse City for the entire cost of the City's review

and approval of the plans for and the timeliness and installation of such private infrastructure improvements for the purposes of coordination with the location and construction of the Public Infrastructure Improvements and the Private Improvements. Such reimbursement shall be made by the Subdivider to the City pursuant to the provisions of **Section II** herein below.

SECTION II: PAYMENTS

Subdivider covenants and agrees that Subdivider shall pay City the following amounts:

- A. Subdivider will reimburse the City in an amount equal to all actual costs incurred by the City in connection with the initial design of Geis Subdivision, to include planning, plat review fees, engineering fees, legal and other miscellaneous expenses incurred by the City, including but not limited to those expenses incurred in conjunction with the City's review of the Preliminary Plat, Final Plat and the preparation of this Subdivision Agreement (the "Initial Review Reimbursements"). City shall provide Subdivider with an itemized breakdown of such Initial Review Reimbursements, and, if requested, copies of invoices for all fees and costs. The Initial Review Reimbursements shall be paid to City prior to the City's approval of the Final Plat for the Geis Subdivision.

SECTION III: CAPITAL FACILITIES FEES – SEWER AND WATER

- A. A Capital Facilities Fee (Sewer) shall be paid to the City as follows:
 1. Lot 1 will be the only platted and buildable commercial/industrial lot in Geis Subdivision, with a Capital Facilities Fee (Sewer) of \$3,600.00 per acre, to be paid as follows:

a. The Subdivider shall pay the first one-half of the Capital Facilities Fee (Sewer) in the amount of \$5,400.00, to the City prior to the City signing the Final Plat for Geis Subdivision.

b. With respect to such commercial/industrial lot, the remaining one-half of the Capital Facilities Fee (Sewer) shall be paid to the City at the time an application for a building permit is made for construction upon such lot.

2. Outlot "A" is an unbuildable outlot at this time. Upon the replatting and/or development of Outlot "A" (including, any conversion of Outlot "A" or portions thereof to buildable lots) Outlot "A" shall be subject to such Regulations as are in effect and generally applicable at the time of such further platting and/or development. It is expressly understood that City reserves the right to collect all capital facilities fees, connection charges and other normal and customary fees as required by City regulations, ordinances, or rules.

B. A Capital Facilities Fee (Water) shall be paid to the City as follows:

1. Lot 1 will be the only platted and buildable commercial/industrial lot in Geis Subdivision, with a Capital Facilities Fee (Water) of \$3,000.00 per acre, to be paid as follows:

- a. The Subdivider shall pay the first one-half of the Capital Facilities Fee (Water),
in the amount of \$4,500.00, to the City prior to the City signing the Final Plat
for Geis Subdivision.
 - b. With respect to such commercial/individual commercial lot, the remaining one-
half of the Capital Facilities Fee (Water) shall be paid to the City at the time
an application for a building permit is made for construction upon such lot.
2. Outlot "A" is an unbuildable outlot at this time. Upon the replatting and/or development
of Outlot "A" (including, any conversion of Outlot "A" or portions thereof to buildable
lots) Outlot "A" shall be subject to such Regulations as are in effect and generally
applicable at the time of such further platting and/or development. It is expressly
understood that City reserves the right to collect all capital facilities fees, connection
charges and other normal and customary fees as required by City regulations,
ordinances, or rules.

SECTION IV: CITY REGULATIONS

Subdivider covenants and agrees that the Subdivider will abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements in subdivisions and testing procedures therefor.

SECTION V: NON-DISCRIMINATION

In the performance of this Agreement, the Subdivider shall not discriminate against any parties on account of race, national origin, sex, age, political or religious affiliations in violation of federal or state laws or local ordinances.

SECTION VI: CONDITIONS FOR FINAL PLAT APPROVAL AND SIGNING

The Final Plat shall not be approved or signed until the following has occurred:

1. Execution of the Subdivision Agreement.
2. Payment of the Initial Review Reimbursements.
3. Payment of Capital Facilities Fee (Water) and Capital Facilities Fee (Sewer).
4. Execution of a Wastewater Service Agreement with the City of Valley.
5. Subdivider providing City with a title search from a licensed title insurance agency certifying the ownership of the Area to be Developed and dated within ten days of the satisfaction of all of the conditions set forth in this Section VI..
6. City having satisfied itself, in its sole and absolute discretion, that Geis Subdivision as designed is, or will be, in compliance with all of City's existing Zoning and Subdivision Regulations.

Provided that the Valley City Council may conditionally approve the Final Plat, subject to the occurrence of all of the above items and events, and upon such occurrence the Final Plat shall be deemed to have been

approved by the Valley City Council on the date of such conditional approval. The Subdivider shall file the Final Plat with the Douglas County Register of Deeds within five (5) business days after receipt of the signed Final Plat from the City, but in no event shall the Final Plat be filed later than one year from the date of the City Council's approval of said Final Plat.

SECTION VII: SUBDIVIDER INDEMNITY

The Subdivider agrees to defend, indemnify, and hold City and its respective employees, agents, and assigns harmless from and against any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, judgments, actions, losses, damages, or injuries of any nature whatsoever, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, resulting or arising from or out of or otherwise occurring in relation to any negligence, intentional acts, or lack of performance by Subdivider or Subdivider's employees, agents, contractors, subcontractors or other representatives in relation to the development of the Area to be Developed, except to the extent such injury is caused by the gross negligence or intentional acts of City. Other litigation costs, as referenced herein, shall include reasonable attorneys' fees, consultants' fees and expert witness fees. Without limiting the generality of the foregoing, such indemnity shall specifically include, but not be limited to:

- A. Any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, judgments, actions, losses, damages, or injuries of any nature whatsoever to any person or entity, lawfully on the Area to be Developed which may otherwise arise from, out of, or may be caused

by Subdivider's breach, default, or failure to perform or properly perform any of Subdivider's obligations required by any warranty, representation, obligation or responsibility arising out of state, federal or local law, or from any provision of this Agreement.

- B. Any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, judgments, actions, losses, damages, or injuries of any nature whatsoever to any person or entity which may otherwise arise from, out of, or may be caused by any unlawful or improper discharge by Subdivider or Subdivider's employees, agents, contractors, subcontractors and assigns into any wastewater sewer system or storm sewer during the term of this Agreement.
- C. Any injury, loss or damage to any person occurring while said individual is lawfully on any premises within the Area to be Developed.
- D. Any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, judgments, actions, losses, damages, or injuries of any nature whatsoever resulting or arising from or out of or otherwise occurring in relation to any means of acquisition of real or personal property, including right-of-way, by Subdivider or Subdivider's respective employees or agents.

SECTION VIII: SUBDIVIDER WARRANTY

The Subdivider warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Subdivider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working for the Subdivider, any

fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability. The prohibition provided for herein shall not apply to the retention of any attorney or other agent for the purpose of negotiating the provisions of this Agreement where the existence of such agency has been disclosed to the City.

SECTION XII: MISCELLANEOUS

- A. No separate administrative entity or joint venture among the parties is deemed created by virtue of the Subdivision Agreement.
- B. The administration of this Subdivision Agreement shall be through the offices of the undersigned officers for their respective entities.
- C. Subdivider shall provide to City a Corporate Resolution of Geis Inc., a Nebraska corporation, authorizing and directing a representative of the Company to enter into this Agreement on behalf of the Company.
- D. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of City, which may be withheld in City's sole discretion.
- E. This Subdivision Agreement shall be binding upon the parties, their respective successors and assigns and shall run with the land shown on Exhibit "A".
- F. Upon the replatting and/or development of Outlot "A" (including, any conversion of Outlot "A" or

portions thereof to buildable lots) Outlot "A" shall be subject to additional requirements regarding the construction of public improvements, including but not limited to: (i) the the extension of water and sewer infrastructure necessary for the future development of Outlot "A" and other adjacent areas of the City; (ii) providing access to Outlot "A" from Twin Rivers Circle and connectivity with other City streets; and (iii) the potential dedication of public right of way for street purposes.

IN WITNESS WHEREOF, we the executing parties, by our respective duly authorized agents, hereby enter into this Agreement, effective as of the day and year first above written.

Attest:

CITY OF VALLEY, NEBRASKA

Date

Date

Attest:

GEIS, INC.
a Nebraska corporation

Date

Tim Geis, President Date

EXHIBIT "A"

BEGINNING AT A POINT ON THE EXISTING CITY LIMITS LINE OF THE CITY OF VALLEY AS ESTABLISHED BY ORDINANCE NO. 462, SAID POINT BEING THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF TWIN RIVERS CIRCLE AND THE SOUTHEAST CORNER OF LOT 2, POLLY'S SUBDIVISION. THENCE S02°33'48"W 440.91 FEET WEST RIGHT-OF-WAY LINE OF TWIN RIVERS CIRCLE TO THE SOUTH SECTION LINE OF SAID SECTION 31; THENCE S87°23'58"W 1288.40 FEET ALONG SAID SOUTH SECTION LINE TO THE WEST LINE OF SAID SOUTHEAST QUARTER (SE 1 4) OF THE NORTHEAST QUARTER (NE 1 4) OF SAID SECTION 31; THENCE N02°32'16"W 441.00 FEET ALONG SAID WEST SECTION LINE TO THE NORTH LINE OF SAID SOUTH THIRD (S 1 3) OF THE SOUTHEAST QUARTER (SE 1 4) OF THE NORTHEAST QUARTER (NE 1 4) OF SAID SECTION 31 AND ALSO BEING THE SOUTH LINE OF LOT 2, POLLY'S SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY; THENCE N87°24'12"E 1,288.20 FEET ALONG SAID NORTH SOUTH THIRD (S 1 3) AND SOUTH LINE OF LOT 2, POLLY'S SUBDIVISION TO THE WEST RIGHT-OF-WAY LINE OF TWIN RIVERS CIRCLE AND ALSO BEING THE EXISTING CITY LIMIT LINE; SAID POINT ALSO BEING THE POINT OF BEGINNING. SAID ANNEXED AREA CONTAINS 13.01 ACRES, MORE OR LESS.

**AGREEMENT FOR WASTEWATER SEWER CONNECTION AND SERVICE BETWEEN
CITY OF VALLEY, NEBRASKA AND GEIS, INC.**

THIS AGREEMENT, made this ____ day of November, 2021 by and Geis, Inc., a Nebraska corporation (hereinafter the "Developer"), the City of Valley, a Political Subdivision of the State of Nebraska (hereinafter the "City"). Collectively, Developer and City, are hereinafter sometimes referred to as the "Parties."

RECITALS

WITNESSETH THAT:

WHEREAS, Developer is contemplating constructing interior sanitary sewers within the boundaries of the development known as the Geis Subdivision (the "Development"), as legally described and shown on Exhibit A, attached hereto and incorporated by reference herein; and,

WHEREAS, City owns and operates a wastewater or sanitary sewer or system of sewers, (collectively referred to as "City Sewer System"); and

WHEREAS, City has an agreement with the City of Fremont, titled "Agreement for Wastewater Service Between City of Fremont, Nebraska and City of Valley, Nebraska" dated February 24, 2004 (hereinafter the "Valley-Fremont Sewer Agreement"); and

WHEREAS, wastewater from the City Sewer System flows into the City of Fremont Wastewater Treatment System pursuant to the terms of the Valley-Fremont Sewer Agreement; and

WHEREAS, Developer desires to provide for the flow, transportation and handling of wastewater from the Development and has requested to connect to the City Sewer System and permit flowage thereof into City Sewer System; and

WHEREAS, it is to the mutual advantage of the Parties hereto and in the general public interest for the wastewater of the Development to flow into the City Sewer System; and,

WHEREAS, the accomplishment of such an arrangement is authorized by law.

NOW, THEREFORE, in consideration of the mutual agreements and covenants of the Parties hereto, it is agreed by and between the Parties as follows:

1. **Definitions.** As used herein, the following terms shall have the following meanings:
 - a. Agreement. The term "Agreement" shall mean this Wastewater Sewer Connection and Service Agreement and all Exhibits to this Agreement.
 - b. Connection Point. The Development Sewer shall connect to the City Sewer System at the connection point approved by the City Engineer as described more thoroughly in Paragraph 3 hereinbelow.
 - c. City Council. The term "City Council" shall mean the City Council of Valley, Nebraska.

- d. Developer. The term "Developer" shall mean Geis, Inc., a Nebraska corporation, and its successor and/or assigns.
- e. Development Sewer. The term "Development Sewer" shall include, whether now in existence or hereafter constructed, all sanitary sewers and appurtenances thereto within the Development Area.
- f. Development Area. The term "Development Area" shall mean approximately 12.8 acres of land as described on Exhibit A.
- g. City Sewer System. The term "City Sewer System" shall be deemed to include, whether now in existence or hereafter constructed, any wastewater or sanitary sewer or system of sewers owned by City and any wastewater or sanitary sewer or system of sanitary sewers not a part of the Development Sewer and not owned by Developer, but through which City has an easement, license or other right or other license to transport wastewater and sanitary wastewater.
- h. Wastewater. The term "Wastewater" shall include, but not be limited to, wastewater and sanitary sewage from domestic and non-industrial sources.

2. **Developer Easements and Licenses.** Developer hereby grants and conveys:

- a. A perpetual easement and license unto City, its successors and assigns, to transmit through the Development Sewer sanitary wastewater from any area now or thereafter serviced, directly or indirectly, by the City Sewer System or any part thereof; and
- b. A perpetual easement and license unto City, its successors and assigns, and City employees, representatives, and agents, to enter upon and into the property, streets, roads, public ways, and easements located within the Development Area for the purpose of inspecting, maintaining, repairing, or reconstructing that portion of Development sewer for which City has been given an easement and license by Developer, as aforesaid. However, the Parties agree that such easement and license do not create a requirement that City perform any inspections, maintenance, repairs, or reconstruction beyond what is required by law or as otherwise agreed to by the Parties; and
- c. A perpetual easement and license unto City, its successors and assigns, to connect the City Sewer System, or any part thereof, as applicable, to the Development Sewer in such manner and at such place as determined by City. City shall not be required to pay any connection fee or connection charge for such connection.
- d. Easement Requirements.
 - i. Developer shall be responsible for recording with the Douglas County Register of Deeds a separate instrument for each easement contemplated within this Agreement, or otherwise required by City, as applicable.
 - ii. Developer shall provide copies of all easements to City, as applicable, immediately after they are recorded.

- iii. All easements shall include a prescription outlining the rights and terms of each easement and all corresponding maintenance responsibilities.
 - iv. All easements contemplated within this Agreement, or otherwise required by City, shall be prepared and filed in a form satisfactory to City.
3. **Permission to Connect.** Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Developer to connect the Development Sewer to the City Sewer System in such manner and at such place or places as designated on plans submitted by the Developer and approved by City, contingent upon the following: (1) the proposed plans and specifications for the Development Sewer have been formally approved by City in writing, (2) the as-built plans and specifications for Development Sewer have been formally approved by City in writing and (3) the easements required under Section 2 within this Agreement shall have been filed with the Douglas County Register of Deeds. City further agrees to accept and process the resulting wastewater from the Development Area in accordance with the rules and regulations of City. Development and connection to the City Sewer System for Developer's benefit with respect to any additional area outside of the Development Area must be provided for by amending this Agreement or by execution of a new wastewater connection and service agreement.
4. **Connection Restrictions.** Developer expressly promises, covenants, and agrees that no connection shall be made to the Development Sewer or City Sewer System until: (1) the proposed plans and specifications for Development sewer have been formally approved by City in writing, (2) as-built plans and specifications for Development sewer have been formally approved by City in writing, and (3) the easements required under Section 2 within this Agreement shall have been filed with the Douglas County Register of Deeds. Upon reasonable notice by City, Developer shall cause to be disconnected any connection to the City Sewer System which has been made without the required permission from City or which is in contravention of the ordinances, regulations, rules, or specifications of the City pertaining to sewer connections.
5. **Developer Warranty:** Developer expressly promises, warrants, covenants and agrees:
- a. The Development Sewer shall be constructed in strict accordance with plans and specifications and in the location approved in writing by the City.
 - b. City has the right to review the designs, specifications and criteria for additions or modifications to any portion of the Development Sewer prior to construction and connection to the City Sewer System.
 - c. The Development Sewer shall be designed and constructed, and as required, reconstructed, at the expense of Developer and the property within the Development Area, and at no expense to City.
 - d. The Development Sewer shall comply with all applicable Federal, State, and local laws, ordinances, and regulations concerning: (1) use, operation, and maintenance, and (2) wastewater discharges, including limitations and prohibitions, monitoring, and reporting within the Development Sewer.
 - e. Wastewater flowing into, passing through, or emptied into the City Sewer System from the Development Sewer shall be limited to domestic type wastewater in conformity

with current Nebraska Department of Environmental Quality regulations pertaining to sewers or wastewater within City and/or in accordance with all State and Federal laws, rules and regulations, whichever is the most restrictive. Development wastewater shall not include cooling type wastewater or wastewater from an industrial source. Wastewater not in conformity with such rules and regulations shall not be permitted to flow through the Development Sewer into the City Sewer System.

- f. Developer, upon reasonable notice, shall allow any duly authorized representative of the City to enter upon the Development Area during normal business hours (9:00 a.m. to 4:00 p.m., Monday through Friday, and excluding state and federal holidays) for the purpose of inspection, observation, measurement, sampling, or testing of sewage.
- g. The City shall not be responsible for the maintenance and repair of the Development Sewer. Developer shall properly maintain Development Sewer in good operating order at no cost to City.
- h. In the event that City discovers anything in the construction, maintenance, or operation of the Development Sewer which is not in conformance with plans approved by the City and will, in the reasonable opinion of the City, be detrimental to the proper operation of the City Sewer System, or any part thereof, Developer shall, upon written notice thereof, promptly correct said defects
- i. In the event Developer for any reason fails in any respect as to its covenants contained in this Paragraph 5, then City may, at its option, with notice to Developer, perform such maintenance and repair or correct such defects. The Developer, upon written demand by City, shall promptly reimburse City for all work, services, materials and other expenses incurred or expended by City in connection therewith.
- j. Except as set forth herein, Developer shall not, directly or indirectly, permit connection to the City Sewer System, the sewer owned by the City of Fremont, or any future extension thereof, of any property, lot, or structure used or to be used for any purposes whatsoever without the express permission of City and/or the City of Fremont by execution of a written agreement.
- k. Developer shall defend, indemnify, and hold harmless the City, its officers, employees and agents, from and against any and all construction costs, loss, damage, claims, suits demands, penalties, court costs, attorneys' fees, judgments, or liability of whatsoever kind or character due to or arising out of any acts, conduct, omissions, or negligence of the Developer, its officers, agents, employees, contractors, subcontractors, and anyone acting under the direction of the Developer, in doing any work or construction of the Development Sewer, or by or in consequence of any performance of this Agreement.
- l. Developer shall defend, indemnify, and hold City, its respective employees, agents, and assigns harmless from and against any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, demands, penalties, judgments, actions, losses, damages, or injuries of any nature whatsoever, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, resulting or arising from, out of, or otherwise occurring in relation to any unlawful connection and/or disbursement of wastewater into the City Sewer System. Any and all resulting fees and/or penalties imposed by DEQ shall be the full responsibility of Developer.

- m. Developer is and shall be bound to and by any provisions of any ordinance, rule, or regulation relating to sewer use fees provided for under Paragraph 7, infra, hereinafter made and adopted by City.
 - n. Developer shall promptly file all reports, pay all connection fees, and perform all other obligations of the Developer provided for in this Agreement or otherwise required by state statutes or the City's ordinances, regulations, or rules as amended and supplemented from time to time.
6. **Connection Fees.** The Development Area shall be subject to the City of Valley Sewage Processing Capital Facilities Charges and Connection Tap Charges, if applicable. Developer shall pay to City all Sewage Processing Capital Facilities Charges and Connection Tap Charges, if applicable, pursuant to the applicable Regulations in place at the time of the filing of the final plat. Any additional platting and/or development of the Development Area (including, any conversion of unbuildable outlots or portions thereof to buildable lots) shall be subject to such Regulations as are in effect and generally applicable at the time of such further platting and/or development. It is expressly understood that City reserves the right to collect all connection charges and fees as required by City regulations, ordinances, or rules. The Parties acknowledge that additional Sewage Processing Capital Facilities Charges shall be due to the City at the time of the issuance of building permits for structures within the Development Area, pursuant to the City of Valley Sewage Processing Capital Facilities Charges schedule applicable at that time.
7. **Sewer Use Fees.** Charges for retail flow and customer charges (treatment and maintenance) for all customers within the Development Area shall be due and payable to City pursuant to the procedure and rate schedule established by City.
8. **Amendments, Federal and State Regulations.** Except as precluded by any Federal law or regulation, City and Developer shall promptly meet to discuss and implement in good faith changes to this Agreement that are necessary to timely comply with revisions or additions to State or Federal regulations.
9. **Term and Termination.** This Agreement shall be effective as of the date first written above and shall be for a term of ten (10) years from the date the Development Sewer is first connected to and put in service on the City Sewer System, and shall automatically renew on the same terms and conditions as herein set forth for additional successive terms of ten (10) years each. If there is a change in circumstances that a party believes in good faith will require an amendment to this Agreement to deal with, that party shall give notice to the other party of its desire to amend, which notice shall specify the terms of the amendment desired and the reasons for same. The parties then shall promptly engage in good faith discussions as to what changes are needed and neither party shall unreasonably withhold approval of an amendment which addresses and resolves the changed circumstances identified in the notice, provided no such amendment shall be effective unless it is in writing and duly executed by both parties.
10. **Disconnections and Termination.** City shall have the right to make any disconnections and make a claim for the expenses thereof from Developer should Developer neglect or refuse to disconnect or fail to negotiate a new contract following termination as herein provided. Should Developer cease to use any wastewater system connected to the City Sewer System, Developer shall disconnect the same at its expense or failing that, City may disconnect the same and make a claim for the expense of Developer. City acknowledges that the City Sewer

System is a public utility available without discrimination to members of specified classes. Termination of wastewater treatment will not be made without the approval of the appropriate State or Federal agencies having jurisdiction over wastewater pollution and treatment. Termination of wastewater treatment service will not be made before ninety (90) days following written notice of such termination. It is acknowledged that during said period, if negotiations produce no new agreement, the parties, or any one of them, may file an action in any court having jurisdiction over the matter to provide equitable relief concerning the issue of continued wastewater treatment and the conditions and charges appropriate thereto. Nothing in this paragraph will be construed as a limitation on the authority of the governing body of City to set reasonable rules and regulations concerning wastewater service and the appropriate rates pertaining thereto.

11. **Sampling and Testing Costs.** Any sampling or testing by any Party shall be done at the testing Party's expense.
12. **Interruption of Service.** In the event of an interruption of service by City, it is understood and agreed that City, its officers, employees and agents, in the absence of gross negligence, shall be indemnified and held harmless and absolutely free of any liability to Developer, or to any owners or lessees of the Developer's property or premises.
13. **Force Majeure Event.** A Force Majeure Event means any circumstance not within the reasonable control of the Party affected, but only if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence and the observance of Good Utility Practice, cannot be, or be caused to be, prevented, avoided or removed by such Party, and (ii) such circumstance materially and adversely affects the ability of the Party to perform its obligations under this Agreement, and such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof. Either Party shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Force Majeure Event, provided the party claiming excuse because of Force Majeure has given the other party written notice of the Force Majeure event on which it is relying and a reasonable estimate of its likely impact on performance under this Agreement within five (5) business days following the Force Majeure event.
14. **Perpetual Maintenance.** The herein granted easements and licenses to City and the herein contained covenants of perpetual maintenance and repair by Developer shall be perpetual, notwithstanding the fact that this Agreement is for a term of years.
15. **Agreement Binding.** The provisions of this Agreement, and all exhibits and documents attached or referenced herein, shall run with the land and shall be binding upon, and shall inure to the benefit of, the Parties, their respective representatives, successors, assigns, heirs, and estates, including all successor owners of the real estate described in the attached Exhibit "A". Every time the phrase "successors and assigns", or similar language, is used throughout this Agreement, it is to be attributed the same meaning as this "Agreement Binding" provision. No special meaning shall be attributed to any instance herein in which the name of a Party is used without the phrase "successors and assigns" following immediately thereafter, unless expressly stated otherwise.
16. **Hazardous Wastes.** It is agreed and understood that the Parties to this Agreement are, or may be subject to Section 311 of the Water Pollution Control Act, as it applies to oil and

hazardous wastes, and to any applicable State Law or Legislation, under the authority preserved by Section 510 of the Water Pollution Control Act.

17. **Change in Ownership.** In the event of any change in the control or ownership of the Development Sewer from which authorized discharges are emitted, the permittee user shall notify the succeeding owner or controller of the existence of this Agreement and the permit by means of a letter, a copy of which shall be forwarded to City.

18. **Breach:** In the event of Developer's breach of any of the terms and conditions hereof or any warranty or covenant herein made by Developer, then:

- a. In the case of a breach of any term or condition, warranty, or covenant pertaining to the actual construction, reconstruction, repair, maintenance or operation of the Development Sewer, Developer shall, within five (5) days from receipt of City's notice of such breach, commence to take corrective measures or such measures as may be reasonably requested by City, and Developer shall pursue with due diligence such corrective measures to completion as soon thereafter as possible to the reasonable satisfaction of City.
- b. In case of any other type of breach by Developer, Developer shall cure said breach to the reasonable satisfaction of City within thirty (30) days from receipt of City's notice of such breach.
- c. In the event Developer shall fail to cure any breach within the applicable time and manner set out above, City may:
 - i. Upon giving Developer sixty (60) days notice of City's intent to do so, City may require Developer to disconnect the Development Sewer from the City Sewer System or City may itself cause such disconnection to be made, if at the expiration of the sixty (60) day period the breach is not cured to the reasonable satisfaction of City. Any such disconnection shall be made at the expense of Developer.
 - ii. In the event the breach pertains to the actual construction, reconstruction, repair, maintenance or operation of the Development Sewer, City shall have the absolute right, at its option to itself perform the work necessary for the requested corrective measures, or to complete the corrective measures commenced by Developer, as the case may be, in either of which case the Developer agrees:
 1. Developer shall immediately reimburse City for any and all expense incurred by County in connection therewith.
 2. Developer shall indemnify and hold harmless City, its officers, employees and agents, from any expenses, costs, claim, action, cause of action, or demand arising out of City's taking or completing corrective measures.
 - iii. In addition to whatever other remedies are granted to City herein, City may avail itself of all other rights and remedies that City may have pursuant to any statute, law, or rule of law or equity, including, but not limited to the right to specifically enforces full compliance by the Developer of the terms and conditions of this

Agreement, including all warranties and covenants and agreements herein made by the Developer, by both mandatory and prohibitory injunction.

19. **No Waiver or Breach:** The failure of either Party to exercise its rights upon any default or breach by the other Party shall not constitute a waiver of such rights as to any subsequent default or breach.
20. **Emergency Measures.** If there is a breach by Developer of any term or condition, warranty, or covenant pertaining to the actual construction, reconstruction, repair, maintenance or operation of the Development Sewer, resulting in discharge of wastewater or other environmental hazard which is harmful to the public health and safety that Developer is not already implementing effective measures to remedy, City may take immediate remedial measure to fix the harm and Developer shall reimburse City for cost of same on demand.
21. **Acknowledgment.** Parties acknowledge that the Development Sewer and the City Sewer System are subject to the prohibitions and limitations of the Valley Municipal Code, as on file with the City Clerk of the City of Valley, Nebraska.
22. **Nondiscrimination.** City and Developer shall not discriminate against any parties on account of race, national origin, sex, age, political or religious affiliations or disabilities in violation of federal or state or local ordinances.
23. **Incorporation of Recitals.** The recitals set forth above are, by this reference, incorporated into and deemed part of this Agreement.
24. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Nebraska and the venue for any litigation with respect hereto shall be in the courts of Douglas County, Nebraska.
25. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter of this Agreement. This Agreement may not be amended, modified or altered unless by written agreement signed by all Parties to this Agreement.
26. **Severability.** It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of Nebraska or of the United States, the validity of the remaining terms and conditions, provision or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be invalid.
27. **New Employee Work Eligibility Status.** The Parties agree to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114, as applicable. The Parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska for a public employer, as defined in the above-cited statutes. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated

by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

28. **Conflicts.** City declares and affirms that no officer, member or employee of City, and no member of its governing body and no other public official of City who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or the performing of either Parties' obligations pursuant to this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or any partnership or association in which he or she is directly or indirectly interested; nor shall any employee of City, nor any member of its governing body have any interest, direct or indirect, in this Agreement or the proceeds thereof.
29. **Notice.** Each Party agrees to provide the other Party with as much advance notice as is reasonably possible when this Agreement calls for the approval of a Party before an action can be taken. The Parties agree to cooperate in the undertakings contemplated by this Agreement and shall share and exchange necessary reports and other documents as required and when reasonably requested by the other Party to this Agreement. Any notice required under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, to the addresses as noted below. Any Party to this Agreement may change its address for notice specified hereunder by sending written confirmation of such change by certified mail, return receipt requested, to the other Party to this Agreement. The addresses for the purpose of notice and other communications are as follows:

City:
City Clerk, City of Valley
203 N. Spruce Street
PO Box 682
Valley, NE 68064

Developer:
Geis, Inc.
c/o Tim Geis
ADDRESS
ADDRESS

30. **Assignment.** This Agreement shall be binding upon the Parties and their respective successors and assigns. The covenants, warranties and other obligations and benefits of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns. The Parties agree that a Party's obligation to perform pursuant to this Agreement may only be released to the extent said obligation is assumed, by written agreement or by operation of law, by such respective heirs, personal representatives, successors and assigns.
31. **Good Faith.** Every representation, covenant, warranty or other obligation within this Agreement shall carry with it an obligation of good faith in its performance or enforcement.
32. **Authority.** Each Party represents, covenants and warrants to the other Party that the making and execution of this Agreement, and all other documents and instruments required hereunder, have been duly authorized by the necessary corporate action of such Party, and are valid, binding and enforceable obligations of such Party in accordance with their respective terms.

33. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one Agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.
34. **No Agency or Partnership.** This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between City and Developer, nor between City and any officer, employee, contractor or representative of Developer. No joint employment is intended or created by this Agreement for any purpose. If enquiry is made, Developer agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Agreement.
35. **Titles.** The titles or headings used in this Agreement are for convenience only and shall not be used in interpreting this Agreement.
36. **Indemnification.** Each Party agrees to release, indemnify and hold harmless ("Indemnifying Party") each other Party ("Indemnified Party") and said Indemnified Party's officers, officials, employees and agents, and each of them, from and against all third party liabilities, claims, costs and expenses whatsoever arising out of or resulting from the negligent acts or omissions of the Indemnifying Party, or the officers, officials, employees, agents or contractors of the Indemnifying Party related to or arising out of the terms and requirements of this Agreement.

[SIGNATURE PAGES TO FOLLOW]

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IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by the property officials thereunto duly authorized as of the dates below indicated.

Executed by City this ____ day of _____, 2021.

CITY OF VALLEY, NEBRASKA
A Political Subdivision

Mayor

Attest:

Valley City Clerk

Executed by Developer this ____ day of _____, 2021.

DEVELOPER:

By: _____

Title: _____

Attest:

RESOLUTION NO. 2021-56

WHEREAS, the City of Valley, Nebraska, proposes to enter into a Subdivision Agreement with Geis, Inc. and

WHEREAS, proposed subdivision agreement with Geis, Inc. has been submitted, and

WHEREAS, the Valley City Council met in regular session on November 9, 2021, and reviewed said agreement,

NOW, THEREFORE, BE IT RESOLVED, that the Valley City Council authorizes Mayor Cindy Grove to execute the subdivision agreement with Geis, Inc. on behalf of the City of Valley, a copy of which is marked "Exhibit A" and attached hereto and made a part hereof by reference.

DATED this 9th day of November, 2021.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

Mike Stanzel, Council President

Bryon Ueckert, Council Member

Linda Lewis, Council Member

ATTEST:

Chris TenEyck, Council Member

Cheryl K Eckerman, City Clerk

RESOLUTION NO. 2021-57

WHEREAS, on October 19, 2021 the City of Valley Planning Commission met pursuant to Statutory Public Notice and considered the following plat:

GEIS SUBDIVISION, LOTS 1-2

Located in the SE quarter of the northeast quarter of section 31, township 16 north, range 10 east of the 6th p.m..

WHEREAS, said Planning Board approved said plat, therefore;

BE IT HEREBY RESOLVED by the Governing Body of the City of Valley, Douglas County, Nebraska, that it hereby approves the final plat of

GEIS SUBDIVISION, LOTS 1-2

Located in the SE quarter of the northeast quarter of section 31, township 16 north, range 10 east of the 6th p.m..

A copy of which plat and land surveyor's certificate by Fred M. Franklin, registered land surveyor, showing the plat, map and survey of the lot(s) involved in the said plat is attached hereto and made a part hereof by reference.

DATED this 9th day of November, 2021

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

Mike Stanzel, Council President

Bryon Ueckert, Council Member

Linda Lewis, Council Member

Chris TenEyck, Council Member

ATTEST:

Cheryl K. Eckerman, City Clerk

AMENDMENT TO SUBDIVISION AGREEMENT

THIS AMENDMENT TO SUBDIVISION AGREEMENT, made and entered into this ____ day of November 2021 by and between Sanitary and Improvement District No. 547 of Douglas County, Nebraska (“District”), and the City of Valley, a municipal corporation in the State of Nebraska (“City”).

WHEREAS, City, District and PBK Valley, LLC, a Nebraska limited liability company, entered into a Subdivision Agreement on October 9, 2017, for the Gaviidae Subdivision; and

WHEREAS, District is the successor in interest to PBK Valley, LLC and the owner of the following described property:

Lots 14, 15, and 16, Gaviidae, a subdivision as surveyed platted and recorded in Douglas County, Nebraska

WHEREAS, Subdivider has requested a replatting of the above-described Lots 14, 15 and 16 into Lots 1, 2, and 3, Gaviidae Replat Two, as shown on a copy of the Final Plat for Gaviidae Replat Two attached hereto as Exhibit “A” and incorporated herein by this reference; and

WHEREAS, sanitary sewer and water infrastructure was constructed in connection with the original Gaviidae subdivision and serves the above-described Lots 14, 15, and 16; and

WHEREAS, no public or private hard surface road has been constructed to provide access to Lots 14, 15 and 16 from 284th Circle; and

WHEREAS, Exhibit A provides for an extension of 284th Circle as a public street to provide access to Lots 1, 2 and 3, Gaviidae Replat Two; and

WHEREAS, the parties desire to amend the original Subdivision Agreement to set forth the conditions and requirements for the construction of the extension of 284th Circle.

NOW THEREFORE, the parties agree as follow:

1. The plans and specifications for the extension of 284th Circle shall comply with the requirements set forth in the City Code and Zoning and Subdivision Regulations of City.
2. Prior to the commencement of construction, the plans and specifications for the extension of 284th Circle shall be submitted to the City Engineer, Olmsted & Perry, for approval.
3. District shall construct the extension of 284th Circle in compliance with the statutory requirements for a Sanitary and Improvement District, including public bidding.

4. The total cost for the extension of 284th Circle shall, unless privately funded by contract with the District, be specially assessed against Lots 1, 2 and 3, Gaviidae Replat Two or other City of Valley approved finance mechanism.
5. Commencement of construction of the extension of 284th Circle shall be determined by the District.
6. All provisions of the Subdivision Agreement not in conflict with the provisions of this Amendment to Subdivision Agreement shall remain in full force and effect.
7. In the event of a conflict between the provisions of this Amendment to Subdivision Agreement and the Subdivision Agreement, the provisions of this Amendment to Subdivision Agreement shall control.

Sanitary and Improvement District No. 547
of Douglas County, Nebraska

By: _____
Name: _____
Title: _____

City of Valley, Nebraska

By: _____
Name: _____
Title: _____

RESOLUTION NO. 2021-58

WHEREAS, On October 9th, 2017 PBK Valley, LLC, a Nebraska limited liability company entered into a Subdivision Agreement for the Gaviidae Subdivision; and

WHEREAS, PBK Valley, LLC, (Gaviidae Subdivision) and the City of Valley have expressed a desire to amend the Subdivision Agreement, and

WHEREAS, the Valley City Council met in regular session on November 9, 2021, and reviewed said agreement,

NOW, THEREFORE, BE IT RESOLVED, that the Valley City Council authorizes Mayor Cindy Grove to execute the First Amendment to the Subdivision Agreement with PBK Valley, LLC (Gaviidae Subdivision) on behalf of the City of Valley, a copy of which is marked "Exhibit A" and attached hereto and made a part hereof by reference.

DATED this 9th day of November, 2021.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

Mike Stanzel, Council President

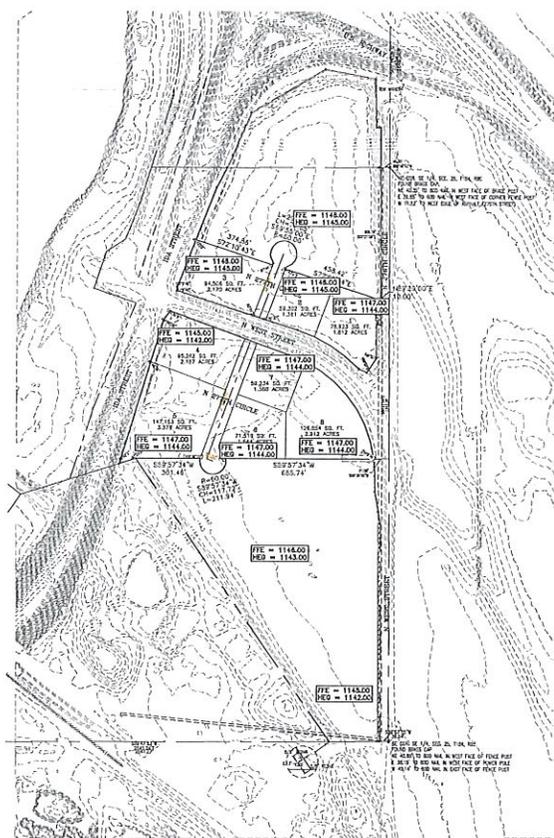
Bryon Ueckert, Council Member

Linda Lewis, Council Member

ATTEST:

Chris TenEyck, Council Member

Cheryl K Eckerman, City Clerk



FFE = 1143.00 (MIN. FINISHED FLOOR ELEVATION)
 HEG = 1144.00 (HIGHEST EXISTING GRADE WITHIN REQUIRED LOT SETBACKS)

Falcon Business Park Minimum Finished Floor Elevations			
LOT	HEG	FFE	
1	1144	1147	
2	1145	1148	
3	1145	1148	
4	1142	1145	
5	1144	1147	
6	1144	1147	
7	1144	1147	
8	1144	1147	
HEG	Highest Existing Grade within Required Lot Setbacks		
FFE	Minimum Finished Floor Elevations		

LAMP RYNEARSON

REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 0000000000
 EXPIRES 12/31/2024
 LAMP@RYNEARSON.COM



FINISH FLOOR
 ELEVATION EXHIBIT

FALCON BUSINESS PARK
 VALLEY, NEBRASKA



Know where below.
 Call before you dig.
 811

OWNER / CONTRACTOR
 DATE
 PROJECT NUMBER
 SHEET NUMBER
 PROJECT TITLE

SHEET
 1 OF 1

RESOLUTION NO. 2021- 5 9

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

WHEREAS, on or about April 13, 2021 the Valley City Council approved the Final Plat for Lots 1 through 8 Falcon Business Park; and

WHEREAS, the Final Plat for Lots 1 through 8 Falcon Business Park was filed of record in the office of the Register of Deeds of Douglas County, Nebraska on June 28, 2021, as Instrument No. 2021084469; and

WHEREAS, because of inadvertent error the Exhibit setting forth the base flood elevations was not attached to the Final Plat; and

WHEREAS, BKM Land Co, LLC, a Nebraska limited liability Company, the owner and developer of Falcon Business Park, intends to file an Affidavit of Correction in the Office of the Register of Deeds of Douglas County, Nebraska, which Affidavit will correct the inadvertent error and establish the base flood elevations of record; and

WHEREAS, BKM Land Co, LLC has requested that the City of Valley accept such base flood elevations and incorporate them into the City's records.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. Attached hereto as Exhibit "A" is a copy of the Final Plat of Falcon Business Park.
2. Attached hereto as Exhibit "B" is the "Finish Floor Elevation Exhibit" showing the base flood elevations for the lots in Falcon Business Park.
3. The City, having previously approved Exhibit "A", hereby accepts Exhibit "B" and directs that it be attached to, and become a part of, the Final Plat of Falcon Business Park, Lots 1 through 8, in the records of the City

PASSED AND APPROVED this 9th day of November 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, City Clerk



RETURN ADDRESS: LAMP RYNEARSON, 14710 W. DODGE RD., STE. 100, OMAHA, NE 68154

AFFIDAVIT OF CORRECTION

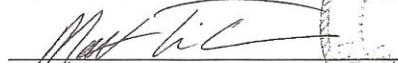
This Affidavit is made to include the following Finished Floor Elevation table on the final plat of Falcon Business Park, lots 1 through 8, inclusive, a subdivision, as surveyed, platted and recorded in Instrument #2021084469 at the Register of Deeds Office in Douglas County, Nebraska.

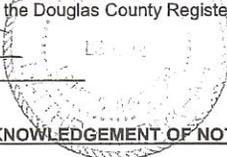
I, Matthew R. Tinkham, L.S 692, am a Registered Land Surveyor under the laws of the State of Nebraska.

Falcon Business Park Minimum Finished Floor Elevations				
LOT	HEG	FFE		
1	1144.0	1147.0		
2	1145.0	1148.0		
3	1145.0	1148.0		
4	1142.0	1145.0		
5	1144.0	1147.0		
6	1144.0	1147.0		
7	1144.0	1147.0		
8	1144.0	1147.0		
HEG	Highest Existing Grade within Required Lot Setbacks			
FFE	Minimum Finished Floor Elevations			

LAND SURVEYOR'S CERTIFICATE

I, Matthew R. Tinkham, do hereby submit this affidavit to include the above table in the Final Plat of FALCON BUSINESS PARK as filed in the Douglas County Register of Deeds Office.

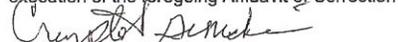

 Matthew R. Tinkham, LS #692

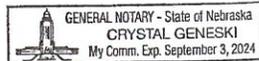


ACKNOWLEDGEMENT OF NOTARY

State of Nebraska)
) SS
 County of Douglas)

On this the 5th day of November, 2021, A.D., before me, a Notary Public, duly commissioned and qualified for said County, appeared Matthew R. Tinkham, who is personally known to me to be the identical person whose name is affixed to the above instrument and he did acknowledge his execution of the foregoing Affidavit of Correction to be his voluntary act and deed.


 Witness/my hand and seal the date aforesaid.



RESOLUTION 2021-62

WHEREAS, the City of Valley, Douglas County, Nebraska, proposes to extend a maintenance agreement with Nebraska Department of Transportation for snow removal on Highway 64; and

WHEREAS, the Valley City Council in regular session on November 9, 2021, authorized said agreement;

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

DATED THIS 9th day of November, 2021.

CITY OF VALLEY, DOUGLAS
COUNTY, NEBRASKA

Cindy Grove, Mayor

Mike Stanzel, Council President

Bryon Ueckert, Council Member

Linda Lewis, Council Member

Chris TenEyck, Council Member

ATTEST:

Cheryl K. Eckerman, City Clerk

ORDINANCE NO. 768

AN ORDINANCE TO AMEND EXISTING SECTIONS OF THE CITY OF VALLEY SUBDIVISION REGULATIONS RELATING TO THE ISSUANCE OF BUILDING AND CERTIFICATES OF OCCUPANCY AND TO THE CONSTRUCTION OF IMPROVEMENTS IN CONNECTION WITH THE ISSUANCE OF BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY; 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. That existing Section 2.12.02 of the City of Valley Zoning Regulations is hereby repealed.

Section 2. That a new Section 2.12.02 is added to the City of Valley Zoning Regulations as follows:

2.12.02 Building Permits and Certificates of Occupancy. No official of the City shall issue either a building permit or certificate of occupancy on any property which does not comply with the zoning and subdivision regulations of the City of Valley.

No official of the City shall issue either a building permit on any property within an identified Special Flood Hazard Area until an approved "Letter of Map Revision based on Fill Determination Document" has been issued by FEMA for the subject property. At the request of the Developer or Homeowner, a Conditional Letter of Map Revision (CLOMR) for proposed "Construction Drawings" or "Building under Construction" may be filed for a building permit provided it is approved by FEMA. A FEMA elevation certificate and a State of Nebraska Floodplain Development Permit will be required for all areas within an identified Special Flood Hazard Area or within a previously removed Special Flood Hazard Area.

The issuance of any building permit or certificate of occupancy does not relieve the owner thereof from compliance with all the terms and conditions of the Subdivision Regulations, including improvements and subdivision design. It is the duty and obligation of the owner of the property to ensure compliance with the Ordinance of the City.

Section 3. That existing Section 2.12.05 of the City of Valley Zoning Regulations is hereby repealed.

Section 4. That a new Section 2.12.05 is added to the City of Valley Zoning Regulations as follows:

2.12.05 *Time for Construction of Improvements.* Regardless of the subdivision procedure utilized, unless otherwise specified in a document approving the subdivision, the following minimum infrastructure improvements must be complete at each corresponding construction milestone:

For Building Permit Issuance:

Construction Milestone:

1. Basement/Foundation
2. Wood Framing
3. Plumbing

Infrastructure Required for Permit Issuance:

Streets and Storm Sewers shall be in place. Water and Sanitary Sewer Mains shall be installed. Street signs shall be in place.

Water system (including fire protection) must be placed in service.

Water and sanitary sewer system (including lift stations if required) must be operational.

For Certificate of Occupancy Issuance:

Construction Milestone:

1. Certificate of Occupancy

Infrastructure Required for Certificate of Occupancy Issuance:

In addition to the above, natural gas, cable, electrical and telecommunications must be operational. Street lighting, street landscaping, landscaping screens, driveways and ADA sidewalk panels must also be completed.

Section 5. This Ordinance shall take effect and be in force 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 5. All ordinances, sections, or parts thereof in conflict herewith are hereby repealed.

PASSED AND APPROVED THIS 9th DAY OF NOVEMBER, 2021

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

ATTEST:

Cheryl Eckerman, City Clerk

ORDINANCE NO. 769

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF VALLEY, DOUGLAS COUNTY, NEBRASKA, FINDING THE PROPOSED AMENDMENT WAS DULY SUBMITTED TO THE PLANNING COMMISSION FOR ITS RECOMMENDATION AND THAT IT RECOMMENDED THE ADOPTION OF THE AMENDMENT; FINDING THAT NOTICE OF HEARING ON SUCH AMENDMENT WAS DULY GIVEN PRIOR TO THE HEARING AS PROVIDED BY LAW AND THAT SUCH PUBLIC HEARING WAS HAD THEREON; FINDING THAT THE FUTURE LAND USE MAP OF VALLEY, DOUGLAS COUNTY, NEBRASKA BE AMENDED AND ADOPTED.

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

Section 1. A "Future Land Use Map" was adopted as part of the Comprehensive Development Plan Update 2017 to 2042 for the City of Valley dated 2017, prepared by Marvin Planning Consultants and duly adopted on the 13th day of February, 2018.

Section 2. Amendments to the Future Land Use Map are made on a regular basis to incorporate changes to the zoning designations of land, changes to the boundaries and zoning jurisdiction of the city due to the subdivision and annexation of land.

Section 3. The Planning Commission and City Council of the City of Valley met and reviewed proposed changes to the Future Land Use Map as prepared by Marvin Planning Consultants, a copy of which is marked "Exhibit A" and attached hereto and made a part hereof by reference.

Section 4. Said notices of public hearings before the Planning Commission and City of Valley were duly given by publication at least ten (10) days prior to the hearings as provided by law.

Section 5. All ordinances or parts thereof in conflict herewith are hereby repealed.

Section 6. This ordinance shall take effect after its passage and approval, as provided by law.

PASSED AND APPROVED THIS 9th day of November, 2021

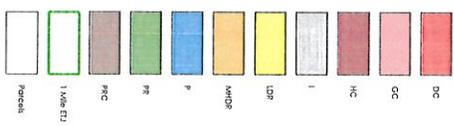
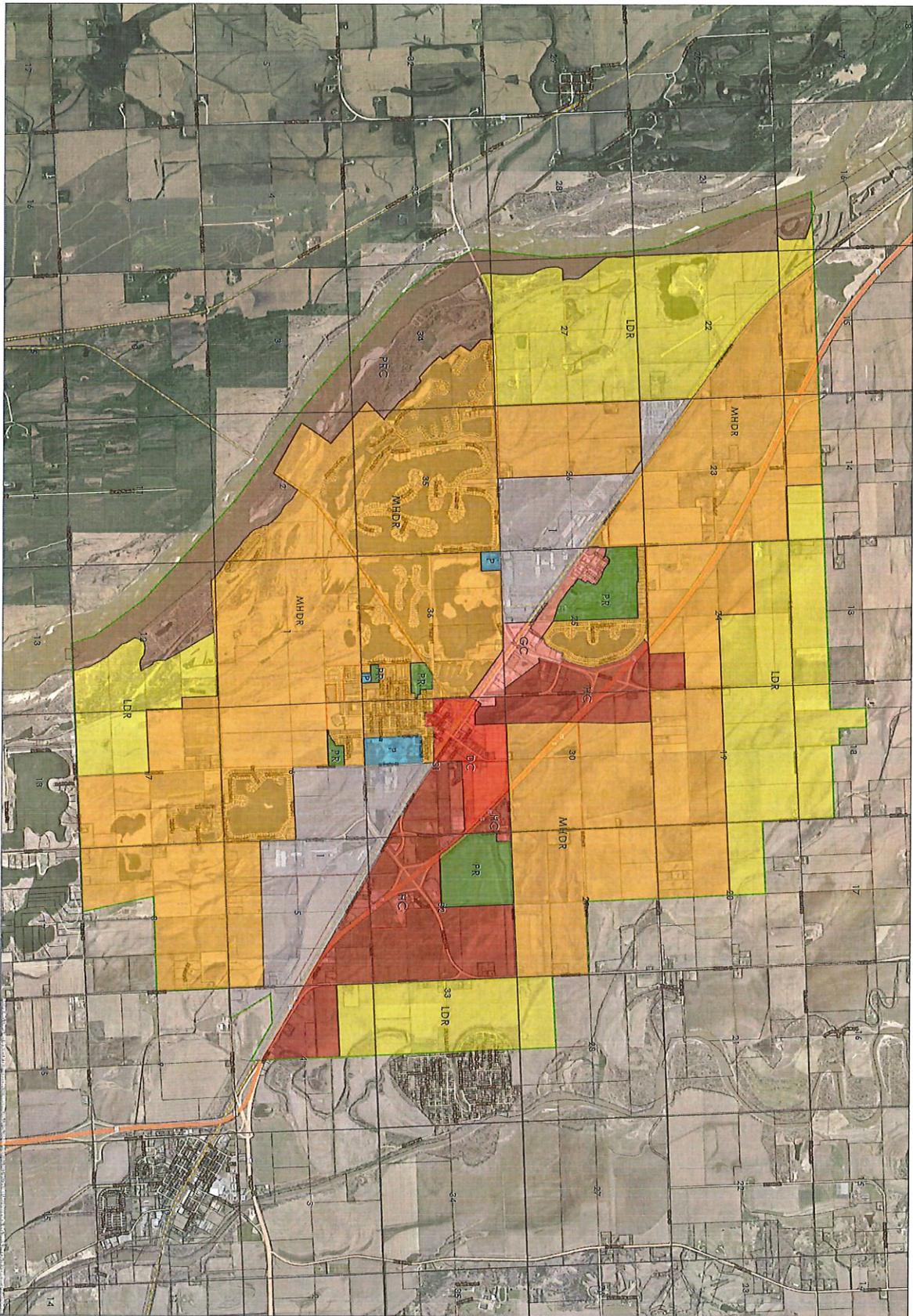
CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

ATTEST:

Cheryl K. Eckerman, City Clerk

VALLEY, NEBRASKA FUTURE LAND USE MAP



1 inch = 1,239' eqal

 0 950 1,900 3,800

 Feet

ORDINANCE NO. 770

AN ORDINANCE OF THE CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA, RELATING TO THE ADOPTION OF THE ZONING MAP 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. An "Official Zoning Map" was developed and is maintained in accordance with Section 3.02 of the Valley Zoning Ordinance which establishes the location, size, shape and boundaries of the zones approved by the Valley City Council for the enforcement of zoning regulations as provided, a copy of which is marked "Exhibit A" and attached hereto and made a part hereof by reference.

SECTION 2. Amendments to the Official Zoning Map are made on a regular basis to incorporate changes to the zoning designations of land, changes to the boundaries and zoning jurisdiction of the city due to the subdivision and annexation of land, etc.

SECTION 3. That the notices of hearing before the Planning Board and Governing Body of said map were duly given by posting and publication at least ten (10) days prior to the hearings as provided by law and that public hearings were had thereon.

SECTION 4. This ordinance shall take effect after its passage and approval, as provided by law.

SECTION 5. 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 effect the validity or

application of any other section, clause, provision or part or portion of this ordinance.

SECTION 6. All ordinances or parts hereof in conflict herewith are hereby repealed.

PASSED AND APPROVED this 9th day of November, 2021.

CITY OF VALLEY, DOUGLAS
COUNTY, NEBRASKA

Cindy Grove, Mayor

ATTEST:

Cheryl K. Eckerman, City Clerk



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No.

3

Application Period: 11/3/2021		Application Date: 11/4/2021	
To Owner City Of Valley	From Contractor Western Engineering Company, Inc.	Via (Engineer): OLMSTED & PERRY CONSULTING ENGINEERS INC.	
Project: 2021 Street Pavement Resurfacing		Contract: 2021 Street Pavement Resurfacing, Valley, NE	
Owner's Contract No.: 1	Contractor's Project No.: 1	Engineer's Project No.:	2020-062

CHANGE ORDER SUMMARY		
Number	Additions	Deductions
TOTALS	\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS	\$0.00	

1. ORIGINAL CONTRACT PRICE	\$ 1,422,955.37
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 ± 2)	\$ 1,422,955.37
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	\$1,257,866.10
5. RETAINAGE:	
a. 10% X \$1,257,866.10 Work Completed	\$ 125,786.61
b. 10% X \$0.00 Stored Material	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 125,786.61
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$ 1,132,079.48
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 1,014,007.76
8. AMOUNT DUE THIS APPLICATION	\$ 118,071.72
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	\$ 290,875.89

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: Brian Henthorn Date: 11/04/2021

Payment of: \$118,071.72

is recommended by:
(Engineer) James J. Olmsted, P.E. (Date)

is approved by:
(Owner) City of Valley (Date)

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

Progress Estimate - Unit Price Work

Contractor's Application

For 2021 Street Pavement Resurfacing, Valley, NE (Contract):								Application Number: 3			
Application Period: 11/3/2021								Application Date: 11/4/2021			
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	\$33,000.00	\$33,000.00	1.00	\$33,000.00		\$33,000.00	100.0%	\$0.00
2	TRAFFIC CONTROL / BARRICADES / WARNING SIGNS / FLAGMEN	1.00	LS	\$15,000.00	\$15,000.00	1.00	\$15,000.00		\$15,000.00	100.0%	\$0.00
3	COLD MILLING	111,170.00	SY	\$1.30	\$144,521.00	110,486.50	\$143,632.45		\$143,632.45	99.4%	\$888.55
4	BASE COURSE, HMA SPH PG 58V-34	37.00	TON	\$125.00	\$4,625.00	0.00	\$0.00		\$0.00		\$4,625.00
5	LEVELING WEDGE COURSE, HMA TYPE LC PG 58V-34	25.00	TON	\$115.00	\$2,875.00	0.00	\$0.00		\$0.00		\$2,875.00
6	SURFACE OVERLAY, HMA SLX PG 58V-34	15,521.00	TON	\$74.50	\$1,156,314.50	13,481.00	\$1,004,334.50		\$1,004,334.50	86.9%	\$151,980.00
7	PATCHES, FULL DEPTH REPAIR, HMA SPH PG 58V-34 (8-INCH)	58.00	TON	\$140.00	\$8,120.00	58.00	\$8,120.00		\$8,120.00	100.0%	\$0.00
8	JOINT REPAIR, PARTIAL DEPTH, HMA SPH PG 58V-34	2,950.00	LF	\$6.50	\$19,175.00	2,672.00	\$17,368.00		\$17,368.00	90.6%	\$1,807.00
9	CRUSHED ROCK FOR SHOULDERING	150.00	TON	\$47.00	\$7,050.00	0.00	\$0.00		\$0.00		\$7,050.00
10	INSTALL PERMANENT PAINT MARKING - 4" WHITE	65,168.00	LF	\$0.13	\$8,471.84	61,061.00	\$7,937.93		\$7,937.93	93.7%	\$533.91
11	INSTALL PERMANENT PAINT MARKING - 4" YELLOW	51,631.00	LF	\$0.13	\$6,712.03	98,255.50	\$12,773.22		\$12,773.22	190.3%	-\$6,061.19
12	INSTALL PERMANENT PREFORMED MARKING TAPE SYMBOL - TYPE "STOP", WHITE	4.00	EA	\$1,000.00	\$4,000.00	4.00	\$4,000.00		\$4,000.00	100.0%	\$0.00
13	INSTALL PERMANENT PREFORMED MARKING TAPE SYMBOL - TYPE "AHEAD", WHITE	4.00	EA	\$1,000.00	\$4,000.00	4.00	\$4,000.00		\$4,000.00	100.0%	\$0.00
14	INSTALL PERMANENT TAPE MARKING - 12" WHITE, GROOVED	72.00	LF	\$15.75	\$1,134.00	0.00	\$0.00		\$0.00		\$1,134.00
15	INSTALL PERMANENT TAPE MARKING - 24" WHITE, GROOVED	78.00	LF	\$31.50	\$2,457.00	0.00	\$0.00		\$0.00		\$2,457.00
16	INSTALL PERMANENT PREFORMED MARKING TAPE SYMBOL - TYPE DIRECTIONAL ARROW, WHITE	10.00	EA	\$550.00	\$5,500.00	14.00	\$7,700.00		\$7,700.00	140.0%	-\$2,200.00

Progress Estimate - Unit Price Work

Contractor's Application

For 2021 Street Pavement Resurfacing, Valley, NE (Contract):								Application Number: 3			
Application Period: 11/3/2021								Application Date: 11/4/2021			
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					\$0.00		\$0.00		\$0.00		\$0.00
18					\$0.00		\$0.00		\$0.00		\$0.00
19					\$0.00		\$0.00		\$0.00		\$0.00
Totals					\$1,422,955.37		\$1,257,866.10	\$0.00	\$1,257,866.10	88%	\$165,089.28

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

RESOLUTION NO. 2021 - 60

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

The certificate filed with the Clerk by the special engineer of the project, showing the amount of material furnished and work performed in the City under contract heretofore left for 2021 Street Pavement Resurfacing and the statements of the engineer and others set out below are hereby approved and the Council finds that the materials therein set out have been furnished and have been received by the City and work has been performed and claim therefor is hereby submitted as follows:

Original Contract Price	\$ <u>1,422,955.37</u>	Completed & stored Date	\$ <u>1,257,866.10</u>
Net Change Orders	\$ <u>0.00</u>	Amount Retained (10%)	\$ <u>125,786.61</u>
Current Contract Price	\$ <u>1,422,955.37</u>	Subtotal	\$ <u>125,786.61</u>
Balance to finish	\$ <u>290,857.89</u>	Payments to Date	\$ <u>1,014,007.76</u>
		AMOUNT DUE THIS PAYMENT	\$ <u>118,071.72</u>

NOW, THEREFORE, BE IT RESOLVED THAT the Valley City Council consents to and authorizes payment to:

WESTERN ENGINEERING COMPANY, INC. \$118,071.72

PASSED AND APPROVED this 9th day of November, 2021

CITY OF VALLEY, DOUGLAS
COUNTY, NEBRASKA

Cindy Grove Mayor

Mike Stanzel, Council President

Member

Bryon Ueckert, Council

ATTEST:

Linda Lewis, Council Member

Chris TenEyck, Council
Member

Cheryl Eckerman, City Clerk

It is our honor to cordially invite you and a guest to our 2021 Cities of Valley and Waterloo Appreciation Dinner at Valmont Industries.

We would like to thank you for your devoted time and effort in assisting us in many calls for service, training, and guidance.

Date: Wednesday November 17th, 2021

Time: 7:00pm – 8:00pm

Location: Valmont Industries Welcome & Learning Center, 28800 Ida Street Valley, NE.

Please R.S.V.P. to James Kirlin by November 1st, 2021 at 402.212.2435 or james.kirlin@valmont.com

