

AGENDA
VALLEY CITY COUNCIL
January 11, 2022 7:00 PM

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

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

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

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

1. ROLL CALL
2. MEETING CALLED TO ORDER
3. PLEDGE OF ALLEGIANCE
4. PROOF OF PUBLICATION
5. VISITORS/CORRESPONDENCE
6. APPROVAL OF AGENDA
7. CONSENT AGENDA
All agenda items indicated by an asterisk will comprise the consent agenda and will be acted on in a single motion. Consent agenda items are being forwarded to the Council Members. Any individual item may be removed by a council member for special discussion and consideration.
 - 7.A. ACCEPT MINUTES
 - 7.B. ACCEPT TREASURER'S REPORT
 - 7.C. APPROVE MANUAL CHECKS
 - 7.D. APPROVE BILLS & ADDITIONAL BILLS PRESENTED FOR PAYMENT
A Complete listing of claims processed through noon on Monday January 10, 2022 is on file in the office of the City Clerk.
 - 7.E. DECEMBER PAYROLL \$116,076.52 IRA \$2,410.13

- 7.F. DECEMBER KENO RECEIPTS - \$7,238.04
- 7.G. ACCEPT PEOPLESERVICE, INC., REPORT
- 7.H. ACCEPT Planning Commission Minutes from December 21,2021
- 7.I. ACCEPT December Library Statistics
8. VALLEY ONE MARATHON UPDATE - MATT SCOTY
9. SMALL DOG PARK IMPLEMENTATION REQUEST - SONJA GOLDSTEIN
10. CONDITIONAL USE PERMIT - 223 W. MEIGS STREET - POLE DESIGN BUILDING
- Review of Request
 - Open Public Hearing
 - Close Public Hearing
 - Council consideration/action of Resolution 2022-09 - Authorizing the issuance of a conditional use permit to Kelly Hinrichs, 223 W. Meigs Street for a pole design building
11. BLUEWATER SUBDIVISION LOT CERTIFICATION
12. AMENDMENT OF RESOLUTION 2021-65
Council consideration to amend reimbursement amount from \$1,800.00 to \$2,821.84.
13. RESOLUTION 2022-01 - SRF LOAN AUTHORIZATION
14. RESOLUTION 2022-05 AGREEMENT AUTHORIZATION WITH THE VALLEY FIRE DEPARTMENT
15. RESOLUTION 2022-06 AGREEMENT AUTHORIZATION WITH MIDWEST ALARMS
16. SOFTWARE SYSTEM UPGRADES
- RESOLUTION 2022-07 AGREEMENT AUTHORIZATION WITH BWCONSULTING AND ACCUFUND
 - RESOLUTION 2022-08 AGREEMENT AUTHORIZATION WITH DUDE SOLUTIONS
- 17.
18. TRAFFIC STUDY - INTERSECTION OF CENTER STREET/270TH STREET & MEIGS
Council consideration and action to authorize FHU to conduct the traffic analysis for a lump sum amount of \$4,000.00.
19. CITY ENGINEER

19.A. 2021 STREET RESURFACING PROJECT

19.A.1. Change Order No. 1 - for a decrease amount of \$70,462.01

19.A.2. Resolution 2022-02 -Application for Payment No. 5 Western Engineering
- \$147,655.05

19.A.3. Certificate of Substantial Completion

Council consideration/action to approve Certificate of Substantial Completion
and related close out documents.

19.B. FLATWATER IMPROVEMENTS PHASE 3 REBID (Sanitary Sewer, Storm
Sewer & Water Main) PROJECT

19.B.1. Change Order No. 2 for an increase amount of \$65,717.20

19.B.2. Resoluton 2022-03 - Application for Payment No. 7 Vrba Construction -
\$68,843.84

19.C. FALCON BUSINESS PARK - WATER & SEWER

19.C.1. Change Order No. 1 for a decrease amount of \$3,417.50

19.C.2. Resolution No. 2022-04 - Application for Payment No. 3 Thompson
Construction - \$18,375.23

19.D. OTHER/MISCELLANEOUS

19.D.1.

- Water Treatment Plant Expansion
- Country Aire Pumping Station Upgrades
- West Street Pumping Station
- EAA Development
- Stillwater

19.D.2.

20. CITY ATTORNEY

21. MAYOR'S REPORT

22. UPCOMING ITEMS

- No Planning Commission meeting
- Valley Days Planning - Tuesday January 18, 6PM
- Christmas Tree Recycling City Park Parking Lot - December 26 - January 14

THE DAILY RECORD

Public Notice Placement Confirmation

**CITY OF VALLEY
NOTICE OF MEETING**

Notice is hereby given that a meeting of the City Council of the City of Valley, Nebraska will be held on **Tuesday, January 11, 2022 at 7:00 p.m.** at Valley City Hall located at 203 N. Spruce Street in Valley, Nebraska.

Included on the agenda will be a public hearing on the following:

1. Conditional Use Permit to erect a pole design building within the R2 Medium/High Density Residential Zoning District – 223 West Meigs Street.

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

Cheryl K. Eckerman
City Clerk

1/5

ZNEZ

Please notify us of any changes ASAP at legals@omahadailyrecord.com

Scheduled Publication

1/5

All notice submissions, changes and cancellations must be made by 2 p.m. two weekdays prior to publication, or by earlier deadlines noted in your confirmation email in advance of court holidays. Please note the The Daily Record reserves the right to delay publication if we are unable to reach you to resolve questions or concerns.

MINUTES
REGULAR MEETING
December 14, 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 Lewis 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 TenEyck moved to approve the agenda. Lewis seconded. TenEyck, Lewis, Stanzel, and Ueckert voted YES. NO; no one, motion carried.

7. Consent Agenda – Council member Lewis moved to approve the consent agenda. Stanzel seconded. Lewis, Stanzel, TenEyck and Ueckert voted YES. NO; no one, motion carried. Items on the consent agenda were to accept November 9 city council minutes, accept Valley Days Foundation 2021 Fireworks Report, accept Valley Veterans 2021 Fireworks Report; Treasurer's Report; November payroll \$80,435.32, IRA \$1,6212, Keno Receipts \$4,878.33, PeopleService Report, Library Statistics, Library Board Minutes from September 9, 2021, approve checks issued during the month and bills presented for payment: **Supplies:** Ace Hardware 101.85; Amazon 1300.14; Arps 393.75; Aqua Chem 111.05; Bauer Built 126.50; Blizzard Boys 672.74; Dollar General 11.25; First Book 36.82; Grafix Shop 357.97; Host Coffee 35.00; John Deere Financial 672.67; Kirby Auto Parts 840.14; Love's 2580.55; Martin Marietta 1168.09; Menards 433.47; OfficeNet 191.18; Petty Cash 79.41; Rob's Oil 2052.76; Temple Display 493.54; USPS 116.00 **Services:** Black Hills Energy 1009.54; CA Comm. On Post 99.00; Cox 1311.36; Do. Co. Post Gazette 376.20; Do. Co. Environmental 1132.16; EMC Ins. 440.00; Elkhorn Automotive 752.09; Erickson & Brooks 120.00; Everett's 730.89; Farnham PC 5699.60; Fremont Dept. of Utilities 41287.30; Horizon Data 280.80; Hardman Lawn 625.50; Iowa Pump Works 10085.44; J.D. Car Wash 64.60; Larsen International 13669.08; Leadsonline 1826.00; Lien Pest Control 92.00; Michael Matzen 823.90; Mastercard 1534.61; Ne Sweeping 5208.49; Olmsted & Perry 25164.23; OPPD 10954.09; PeopleService 29728.00; Powertech 1017.50; Waste Connections 85.67; RailPros 1490.50; Trekk 1050.00, Widhelm Trucking 427.71; Western Engineering 72758.83; Scantron Corp. 11791.49; NE Child Support Center 788.32 **Taxes:** Fed 22244.60; NE 3562.57; NE Sales tax 4292.56; **Bond Payments:** FNB/bond 5962.50; FNB/bond 5962.50; **Reimburse/Refund:** R. Coffey 22.89; B. Smith 967.58; Thompson & Son 182.21; D. Dunham 22.89; L. Ashmore, Robbins Ent., R. Murphy, S. Booth, P. Wolf, R. Franklin, W. Sager, S. Malousck, P. Chaplin, V. Adams, K. Alloway, R. Hrbek, J. Peters, J. Bakken, The Brew 150.00 each; Ideal Design, E. Koberg 300.00 each; LIM

Const. 1000.00 **Ins:** Aflac 980.46 Lincoln Financial 572.54; BCBS 8,466.45; Morgan White 1,010.58

8. DC West Post Prom – Council member Stanzel moved to donate a Pool Party Pass to the DC West High School Post Prom Committee for the 2022 DC West Post Prom, scheduled for March 26, 2022 at The Mark in Elkhorn. Council member Lewis seconded. Stanzel, Lewis, TenEyck and Ueckert voted YES. NO; no one, motion carried.

9. Ordinance No. 771 – Establishing responsibilities of the Public Works Superintendent – The city administrator explained that this ordinance was created to coincide with the Municipal Code which references the position and the responsibilities. He also stated that job descriptions for all other positions will be reviewed and updated in the future.

Council member Stanzel introduced Ordinance No. 771 entitled: AN ORDINANCE OF THE CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA ESTABLISHING THE POSITION RESPONSIBILITIES OF THE PUBLIC WORKS SUPERINTENDENT 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. NO; no one. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said Ordinance was then read by title and thereafter council member Stanzel moved for final passage of the ordinance which motion was seconded by council member TenEyck. The Mayor then stated the question “Shall Ordinance No. 771 be passed and adopted. Upon electronic vote, the following council members voted YES: Stanzel, TenEyck, Lewis and Ueckert. The following voted NO; no one. The passage and adoption of said ordinance having been concurred in by a majority of all members of the council, the Mayor 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.

10. Appointments – Council member Lewis moved to approve the following appointments: City Engineer/Street Superintendent – James J. Olmsted; City Attorney(s) – Jeffrey B. Farnham and Andrea Griffin; City Administrator – Jim Kuester; City Clerk/Treasurer – Cheryl K. Eckerman; Police Chief – Brett Smith; and Public Works Superintendent – Doug Eggen. Stanzel seconded. Lewis, Stanzel, TenEyck and Ueckert voted YES. NO; no one. Motion carried.

11. Resolution 2021-63 – Council consideration/action to approve the updated Emergency Contact List.

Doug Eggen informed the council that he reviewed and updated the Emergency Contact List which contains individuals and companies that the city can contact to perform work when necessary.

Council member Lewis introduced, read and moved for passage of Resolution No. 2021-63 approving the Emergency Contact List with the addition of Widhlem Trucking to Exhibit list. TenEyck seconded. Lewis, TenEyck, Stanzel and Ueckert voted YES. NO; no one, motion carried. A true, correct and complete copy of said resolution is on file at city hall.

12. Ordinance No. 772 – Salaries of the Employees of the City of Valley – The city administrator stated that changes to the salary ordinance were being proposed to address the difficulty currently being experienced when trying to find and keep qualified employees. It was also noted that several of the job titles did not encompass all the tasks being performed by the individual because of the multi-faceted duties being handled by one person. In addition, all minimum wages in the office, library and maintenance departments were increased to \$15 per hour.

Council member Stanzel introduced Ordinance No. 772 entitled: AN ORDINANCE OF THE CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA, RELATING TO THE SALARIES OF THE EMPLOYEES OF THE CITY OF VALLEY, NEBRASKA; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH and moved that the statutory rule requiring reading on three different days be suspended. Council member Lewis seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: - Stanzel, Lewis, TenEyck and Ueckert. NO; no one. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said Ordinance was then read by title and thereafter council member Stanzel moved for final passage of the ordinance which motion was seconded by council member Lewis. The Mayor then stated the question "Shall Ordinance No. 772 be passed and adopted. Upon electronic vote, the following council members voted YES: Stanzel, Lewis, TenEyck and Ueckert. The following voted NO; no one. The passage and adoption of said ordinance having been concurred in by a majority of all members of the council, the Mayor 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. Resolution 2021-64 – Signing of the Year-End Certification of City Street Superintendent 2021.

Council member TenEyck introduced, read and moved for passage of Resolution 2021-64 authorizing the Mayor to sign the Year End Certification of City Street Superintendent for 2021 confirming the required annual appointment of the City Street Superintendent. 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.

14. Resolution 2021-65 – Reimbursement Request – BKM Land Company (Falcon Business Park)

Council member Ueckert introduced, read and moved for passage of Resolution 2021-65 requesting reimbursement to the City of Valley for costs incurred in connection with the design/engineering of the West Street Pumping Station in the amount of \$1,800.00. Lewis seconded. Ueckert, Lewis, TenEyck and Stanzel voted YES. NO; no one, motion carried. A true, correct and complete copy of said resolution is on file at city hall.

15. Resolution 2021-66 – Reimbursement Request – Country Aire Subdivision Section 2

Council member Stanzel introduced, read and moved for passage of Resolution 2021-66 requesting reimbursement to the City of Valley for costs incurred in connection with the Country Aire Subdivision Section 2 Water & Sanitary Sewer Extension in the amount of \$1,980.00. TenEyck seconded. Stanzel, TenEyck, Lewis and Ueckert voted YES. NO; no one, motion carried. A true, correct and complete copy of said resolution is on file at city hall.

16. Resolution 2021-67 – Reimbursement Request – Flatwater Phase 3 Street Improvements (Paving)

Council member TenEyck introduced, read and moved for passage of Resolution 2021-67 requesting reimbursement to the City of Valley for costs incurred in connection with the design/engineering related to the Street Improvements (Paving) in Flatwater Phase 3 in the amount of \$12,860.79. 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.

17. Resolution 2021-68 – Reimbursement Request – Flatwater Phase 2 Water/Sanitary Sewer (Utilities)

Council member Ueckert introduced, read and moved for passage of Resolution 2021-68 requesting reimbursement to the City of Valley for costs incurred in connection with design/engineering related to Water/Sanitary Sewer (Utilities) in Flatwater Phase 2 in the amount of \$1,717.50. Lewis seconded. Ueckert, Lewis, Stanzel and TenEyck voted YES. NO; no one, motion carried. A true, correct and complete copy of said resolution is on file at city hall.

18. CITY ENGINEER

18. A. 2021 Street Resurfacing Project – Greg Perry stated that this project is winding down and the contract is now approximately 89% complete. He reviewed and recommended approval of pay application No. 4 from Western Engineering.

Council member Lewis introduced, read and moved for passage of Resolution No. 2021-69 to approve Pay Application No. 4 to Western Engineering in the amount of \$72,758.83. Ueckert seconded. Lewis, Ueckert, Stanzel and TenEyck voted YES. NO; no one, motion carried. A true, correct and complete copy of said resolution is on file at city hall.

18. B. Other/miscellaneous – Greg Perry and Jim Olmsted gave updates on the following subjects: Falcon Business Park Water/Sewer, Country Aire Pumping Station

Upgrades, West Street Pumping Station, Flatwater Estates Development, EAA Development and the Water Treatment Plant Expansion.

The Mayor stated that agenda items 21 and 22 would be moved ahead of Agenda items 19 and 20.

21. Mayors Report – The Mayor gave updates on the promotion of Bob McLaughlin as the lead operator for PeopleService serving Valley; new budget report to provide easier tracking of departmental expenditures; Joan is recovering from her surgery at Nye Legacy in Fremont; Friday will be Ugly Christmas Sweater Day and a BBQ lunch will be served.

22. Upcoming items – Planning Commission meeting December 21 at 4:30 p.m. and Christmas Tree Recycling will be at the City Park parking lots from December 26 to January 14.

19. City Attorney – Mr. Farnham asked that the council consider going into executive session to talk about strategies and negotiations relating to the fire department building and related real estate purchase.

Council member Stanzel moved to go into executive session at 7:40 p.m. to discuss strategies and negotiations regarding real estate and land purchase. Lewis seconded. Stanzel, Lewis, TenEyck and Ueckert voted YES. NO; no one, motion carried.

Council member Stanzel moved to reconvene into regular session at 7:54 p.m. Lewis seconded. Stanzel, Lewis, TenEyck and Ueckert voted YES. NO; no one, motion carried.

The Mayor stated that negotiations and strategies relating to the real estate and land purchase had been discussed.

20. Wage Adjustments – Council consideration/action to adjust wages of city employees.

Mayor Grove stated that job performance evaluations were recently completed and she asked the council to consider going into executive session to review said evaluations.

Council member Lewis moved to go into executive session at 7:57 p.m. to review job performance evaluations and wage adjustments for city employees. TenEyck seconded. Lewis, TenEyck, Stanzel and Ueckert voted YES. NO; no one. Motion carried.

Council member Stanzel moved to reconvene into regular session at 8:40 and to accept the wage adjustments that were discussed. Lewis seconded the motion. Stanzel, Lewis, TenEyck and Ueckert voted YES. NO; no one. Motion carried.

The meeting was adjourned at 8:42 p.m.



Mayor Cindy Grove



City Clerk Cheryl K. Eckerman

| City of Valley | | | | | | | |
|------------------------|------|-----------------------|-----------------------|--------------|-----------|-----------------------|--------------------|
| Pooled Cash | | | | | | | |
| Governmental Funds | | | | | | | |
| | | Cash | | | | Cash | |
| | | Balance | Net Income | Fund 3 | Interfund | Balance | Investments |
| General - Fund 1 | Dept | 11/30/2021 | or (Loss) | Withholdings | Transfers | 12/31/2021 | 12/31/2021 |
| | | \$964,193.43 | (\$165,671.79) | | | \$798,521.64 | \$14,402.20 |
| Pines Assessments | | \$319,169.98 | \$67.77 | | | \$319,237.75 | |
| Bond - Fund 2 | 021 | \$1,653,924.10 | (\$393,469.58) | | | \$1,260,454.52 | |
| C D A | 001 | \$46,901.88 | \$3.98 | | | \$46,905.86 | |
| | | \$2,984,189.39 | (\$559,069.62) | | | \$2,425,119.77 | 14,402.20 |
| City of Valley | | | | | | | |
| Pooled Cash | | | | | | | |
| Proprietary Funds | | | | | | | |
| | | Cash | | | | Cash | |
| | | Balance | Net Income | Fund 3 | Interfund | Balance | Investments |
| Funds 6 & 7 | | 11/30/2021 | or (Loss) | Withholdings | Transfers | 12/31/2021 | 12/31/2021 |
| Water - Fund 6 | 024 | \$527,160.82 | \$5,841.00 | | | \$533,001.82 | \$9,448.38 |
| Cap. Facility Chg. | 024 | \$898,289.83 | \$7,222.93 | | | \$905,512.76 | |
| Sewer - Fund 7 | 026 | \$1,241,384.38 | \$5,841.01 | | | \$1,247,225.39 | |
| Cap. Facility Chg. | 026 | \$642,895.31 | \$8,660.82 | | | \$651,556.13 | |
| | | \$3,309,730.34 | \$27,565.76 | | | \$3,337,296.10 | \$9,448.38 |
| | | Cash | | | | Cash | |
| | Dept | Balance | Net Income | Fund 3 | Interfund | Balance | Investments |
| | | 11/30/2021 | or (Loss) | Withholdings | Transfers | 12/30/2021 | 12/31/2021 |
| Fund 4 | | | | | | | |
| Nursing Home | 050 | \$553,591.41 | \$10,353.58 | | | \$563,944.99 | |
| Fund 8 | | | | | | | |
| Keno | 056 | \$83,000.24 | \$6,851.09 | | | \$89,851.33 | |
| Fund 10 | | | | | | | |
| Sales Tax | 058 | \$1,331,439.24 | \$141,426.96 | | | \$1,472,866.20 | |
| ARPA | | | | | | | |
| | | \$255,885.70 | \$54.33 | | | \$255,940.03 | |
| | | \$2,223,916.59 | \$158,685.96 | | | \$2,382,602.55 | |
| Total All Funds | | \$8,517,836.32 | (\$372,817.90) | | | \$8,145,018.42 | \$23,850.58 |

Budget Summary
Fiscal Year 2022

| Fund | Revenue Budget | YTD Revenue | Amount Remaining | % Spent | Expense Budget | YTD Spent | Amount Remaining | % Spent |
|----------------------|------------------------|-----------------------|------------------------|-----------|------------------------|-----------------------|------------------------|-----------|
| Animal Control | \$2,724.00 | \$195.89 | \$2,528.11 | 7% | \$1,823.00 | \$19.10 | \$1,803.90 | 1% |
| Arboretum | \$9,619.00 | \$207.26 | \$9,411.74 | 2% | \$11,758.00 | \$773.63 | \$10,984.37 | 7% |
| Bond Fund | \$287,028.00 | \$15,882.07 | \$271,145.93 | 6% | \$281,328.00 | \$375,319.54 | (\$93,991.54) | 133% |
| Cemetary | \$10,544.00 | \$207.25 | \$10,336.75 | 2% | \$8,280.00 | \$539.81 | \$7,740.19 | 7% |
| Emergency Management | \$982,841.00 | \$2,461.57 | \$980,379.43 | 0% | \$78,812.00 | \$415.00 | \$78,397.00 | 1% |
| General | \$1,088,520.00 | \$167,606.31 | \$920,913.69 | 15% | \$1,623,387.00 | \$200,331.58 | \$1,423,055.42 | 12% |
| Keno | \$45,100.00 | \$17,194.18 | \$27,905.82 | 38% | \$50,200.00 | \$5,478.71 | \$44,721.29 | 11% |
| Library | \$136,981.00 | \$13,851.81 | \$123,129.19 | 10% | \$146,160.00 | \$26,243.39 | \$119,916.61 | 18% |
| Nursing Home | \$267,408.00 | \$66,823.87 | \$200,584.13 | 25% | \$744,201.00 | \$35,775.00 | \$708,426.00 | 5% |
| Parks | \$77,027.00 | \$1,934.94 | \$75,092.06 | 3% | \$76,095.00 | \$6,614.28 | \$69,480.72 | 9% |
| Police | \$621,461.00 | \$15,374.85 | \$606,086.15 | 2% | \$579,080.00 | \$128,256.53 | \$450,823.47 | 22% |
| Pool | \$54,985.00 | \$1,180.71 | \$53,804.29 | 2% | \$59,535.00 | \$6,198.98 | \$53,336.02 | 10% |
| Sales Tax | \$1,803,000.00 | \$416,324.94 | \$1,386,675.06 | 23% | \$2,000,000.00 | \$0.00 | \$2,000,000.00 | 0% |
| Street | \$949,375.00 | \$177,211.66 | \$772,163.34 | 19% | \$2,248,565.00 | \$438,171.30 | \$1,810,393.70 | 19% |
| TIF | \$2,857,350.00 | \$30,179.81 | \$2,827,170.19 | 1% | \$2,857,000.00 | \$30,166.23 | \$2,826,833.77 | 1% |
| Wastewater | \$3,150,500.00 | \$207,976.44 | \$2,942,523.56 | 7% | \$3,849,395.00 | \$187,936.36 | \$3,661,458.64 | 5% |
| Water | \$8,952,200.00 | \$185,325.18 | \$8,766,874.82 | 2% | \$10,268,109.00 | \$120,081.04 | \$10,148,027.96 | 1% |
| Totals | \$21,296,663.00 | \$1,319,938.74 | \$19,976,724.26 | 6% | \$24,883,728.00 | \$1,562,320.48 | \$23,321,407.52 | 6% |

| MANUAL CHECKS FOR DECEMBER 2021 | | | |
|---------------------------------|----------------|--------|---------------|
| | <u>CHECK #</u> | | <u>AMOUNT</u> |
| NE Child Support Center | 52371 | 3-Dec | 394.16 |
| Accent Window Fashions | 52372 | 6-Dec | 2,762.00 |
| Dept. of Env. Energy | 52374 | 6-Dec | 19,570.08 |
| Verizon Wireless | 52375 | 7-Dec | 748.13 |
| NE Child Support Center | 52377 | 17-Dec | 394.16 |
| NE Child Support Center | 52462 | 31-Dec | 106.15 |
| Postmaster | 52463 | 31-Dec | 569.68 |
| TOTAL | | | 24,544.36 |

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 | _____ |
| 1162022 | 1 S | 384 COX BUSINESS SERVICES | 1/07/2022 | general | 470.06 | .00 | 470.06 | _____ |
| 1162022 | 2 S | 384 COX BUSINESS SERVICES | 1/07/2022 | police | 261.15 | .00 | 261.15 | _____ |
| 1162022 | 3 S | 384 COX BUSINESS SERVICES | 1/07/2022 | library | 258.60 | .00 | 258.60 | _____ |
| 1162022 | 4 S | 384 COX BUSINESS SERVICES | 1/07/2022 | streets | 208.92 | .00 | 208.92 | _____ |
| 1162022 | 5 S | 384 COX BUSINESS SERVICES | 1/07/2022 | water | 52.23 | .00 | 52.23 | _____ |
| 1162022 | 6 S | 384 COX BUSINESS SERVICES | 1/07/2022 | waste water | 52.23 | .00 | 52.23 | _____ |
| 83968760 | 1 S | 512 EAKES OFFICE SOLUTIONS | 1/07/2022 | | 2.82 | .00 | 2.82 | _____ |
| 83968760 | 2 S | 512 EAKES OFFICE SOLUTIONS | 1/07/2022 | | 2.82 | .00 | 2.82 | _____ |
| 83968760 | 3 S | 512 EAKES OFFICE SOLUTIONS | 1/07/2022 | | 2.82 | .00 | 2.82 | _____ |
| 83993790 | 1 S | 512 EAKES OFFICE SOLUTIONS | 1/07/2022 | | 59.57 | .00 | 59.57 | _____ |
| 83993790 | 2 S | 512 EAKES OFFICE SOLUTIONS | 1/07/2022 | | 36.38 | .00 | 36.38 | _____ |
| 83993790 | 3 S | 512 EAKES OFFICE SOLUTIONS | 1/07/2022 | | 36.38 | .00 | 36.38 | _____ |
| 83993790 | 4 S | 512 EAKES OFFICE SOLUTIONS | 1/07/2022 | | 36.39 | .00 | 36.39 | _____ |
| 152022 | 1 S | 610 JEFFREY B. FARNHAM, P.C. | 1/07/2022 | | 2872.50 | .00 | 2872.50 | _____ |
| 28403 | 1 S | 641 FIRST NEBRASKA BANK | 1/07/2022 | | 349.00 | .00 | 349.00 | _____ |
| 28403 | 2 S | 641 FIRST NEBRASKA BANK | 1/07/2022 | carpet | 50.00 | .00 | 50.00 | _____ |
| 28403 | 3 S | 641 FIRST NEBRASKA BANK | 1/07/2022 | outlet | 53.49 | .00 | 53.49 | _____ |
| 28403 | 4 S | 641 FIRST NEBRASKA BANK | 1/07/2022 | Ruen meal ticket trip | 234.28 | .00 | 234.28 | _____ |
| 28403 | 5 S | 641 FIRST NEBRASKA BANK | 1/07/2022 | utilities conference | 526.50 | .00 | 526.50 | _____ |
| 28403 | 6 S | 641 FIRST NEBRASKA BANK | 1/07/2022 | pesticide education | 80.00 | .00 | 80.00 | _____ |
| 28403 | 7 S | 641 FIRST NEBRASKA BANK | 1/07/2022 | barbeque | 285.27 | .00 | 285.27 | _____ |
| 28403 | 8 S | 641 FIRST NEBRASKA BANK | 1/07/2022 | | 440.00 | .00 | 440.00 | _____ |
| 11202069 | 1 S | 1505 OLMSTED & PERRY | 1/07/2022 | water tx plant expansion | 3420.00 | .00 | 3420.00 | _____ |
| 122103 | 1 S | 1505 OLMSTED & PERRY | 1/07/2022 | general dis./meetings/consult | 2380.34 | .00 | 2380.34 | _____ |
| 9685270 | 1 S | 1513 OFFICE NET | 1/07/2022 | | 48.11 | .00 | 48.11 | _____ |
| 9687000 | 1 S | 1513 OFFICE NET | 1/07/2022 | | 17.10 | .00 | 17.10 | _____ |
| 9694210 | 1 S | 1513 OFFICE NET | 1/07/2022 | | 23.05 | .00 | 23.05 | _____ |
| 0122005 | 1 S | 1650 PUBLICATION PRINTING | 1/07/2022 | citation books | 511.00 | .00 | 511.00 | _____ |
| 43 | 1 S | 2301 M.S. WIEKHORST ARBOR CO | 1/07/2022 | remove trees | 2700.00 | .00 | 2700.00 | _____ |
| | | * DATE TOTAL * | | | 15471.01 | .00 | 15471.01 | _____ |
| 480377 | 1 S | 105 AFLAC | 1/11/2022 | AFLAC WITHHELD | 1330.11 | .00 | 1330.11 | _____ |
| 74494 | 1 S | 114 ADVANCED HEATING & AIR | 1/11/2022 | library | 185.30 | .00 | 185.30 | _____ |
| 74494 | 2 S | 114 ADVANCED HEATING & AIR | 1/11/2022 | city hall | 185.30 | .00 | 185.30 | _____ |
| 74494 | 3 S | 114 ADVANCED HEATING & AIR | 1/11/2022 | police | 92.65 | .00 | 92.65 | _____ |
| 125831 | 1 S | 121 ACE HARDWARE #339C | 1/11/2022 | duster/broom | 18.58 | .00 | 18.58 | _____ |
| 125831 | 2 S | 121 ACE HARDWARE #339C | 1/11/2022 | chainsaw cap | 9.99 | .00 | 9.99 | _____ |
| 167527 | 1 S | 121 ACE HARDWARE #339C | 1/11/2022 | key | 7.77 | .00 | 7.77 | _____ |
| 131xp7ggfx | 1 S | 127 AMAZON CAPITAL SERVICES | 1/11/2022 | international res code | 90.00 | .00 | 90.00 | _____ |
| 1773fhxphn | 1 S | 127 AMAZON CAPITAL SERVICES | 1/11/2022 | accuflow can | 266.95 | .00 | 266.95 | _____ |
| 90039236 | 1 S | 167 ASPEN EQUIPMENT COMPANY | 1/11/2022 | bolts/nuts | 141.14 | .00 | 141.14 | _____ |
| 16712131 | 1 S | 242 BOMGAARS | 1/11/2022 | dewalt batteries | 149.99 | .00 | 149.99 | _____ |
| 1172022 | 1 S | 253 BLACK HILLS ENERGY | 1/11/2022 | general | 196.20 | .00 | 196.20 | _____ |

CASH REQUIREMENTS REPORT

| INVOICE/LN | STAT | VENDOR NO/NAME | DUE DATE | REFERENCE | GROSS | DISCOUNT | NET | PAYMENT AMOUNT |
|------------|------|------------------------------|-----------|--------------------------|----------|----------|----------|-------------------|
| 1172022 | 2 S | 253 BLACK HILLS ENERGY | 1/11/2022 | streets | 359.44 | .00 | 359.44 | _____ |
| 1172022 | 3 S | 253 BLACK HILLS ENERGY | 1/11/2022 | police | 309.84 | .00 | 309.84 | _____ |
| 1172022 | 4 S | 253 BLACK HILLS ENERGY | 1/11/2022 | library | 229.72 | .00 | 229.72 | _____ |
| 1172022 | 5 S | 253 BLACK HILLS ENERGY | 1/11/2022 | water | 645.69 | .00 | 645.69 | _____ |
| 1172022 | 6 S | 253 BLACK HILLS ENERGY | 1/11/2022 | wastewater | 68.76 | .00 | 68.76 | _____ |
| 330 | 1 S | 330 ROBERT COFFEY | 1/11/2022 | clothing allowance | 1400.00 | .00 | 1400.00 | _____ |
| p171081 | 1 S | 347 CORE & MAIN LP | 1/11/2022 | hydrant meter | 3966.40 | .00 | 3966.40 | _____ |
| 0089676 | 1 S | 416 DATASHIELD CORPORATION | 1/11/2022 | shred console | 45.00 | .00 | 45.00 | _____ |
| 0090965 | 1 S | 416 DATASHIELD CORPORATION | 1/11/2022 | shred console | 45.00 | .00 | 45.00 | _____ |
| 421 | 1 S | 421 JAMES DEEMER | 1/11/2022 | clothing allowance | 1400.00 | .00 | 1400.00 | _____ |
| 122021 | 1 S | 464 DOUGLAS COUNTY ENVIRONM | 1/11/2022 | elect permit fees | 629.60 | .00 | 629.60 | _____ |
| 38264 | 1 S | 533 EVERETT'S | 1/11/2022 | belly pan/reset oil life | 343.00 | .00 | 343.00 | _____ |
| 38287 | 1 S | 533 EVERETT'S | 1/11/2022 | headlight connector/bulb | 254.69 | .00 | 254.69 | _____ |
| 38309 | 1 S | 533 EVERETT'S | 1/11/2022 | tire repair | 35.00 | .00 | 35.00 | _____ |
| nefre18743 | 1 S | 609 FASTENAL COMPANY | 1/11/2022 | | 15.63 | .00 | 15.63 | _____ |
| 90 | 1 S | 617 FIRST STATE BANK NEBRAS | 1/11/2022 | NH | 3154.56 | .00 | 3154.56 | _____ |
| 90 | 2 S | 617 FIRST STATE BANK NEBRAS | 1/11/2022 | NH | 2807.94 | .00 | 2807.94 | _____ |
| 90 | 1 S | 618 FIRST NEBRASKA BANK/BON | 1/11/2022 | NH | 3154.56 | .00 | 3154.56 | _____ |
| 90 | 2 S | 618 FIRST NEBRASKA BANK/BON | 1/11/2022 | NH | 2807.94 | .00 | 2807.94 | _____ |
| ne6207 | 1 S | 731 JUSTIN MEADER | 1/11/2022 | check flow meters | 566.50 | .00 | 566.50 | _____ |
| 1409370 | 1 S | 827 HOST COFFEE SERVICE | 1/11/2022 | coffee supplies | 64.12 | .00 | 64.12 | _____ |
| 1414911 | 1 S | 827 HOST COFFEE SERVICE | 1/11/2022 | water cooler | 28.89 | .00 | 28.89 | _____ |
| 319657 | 1 S | 848 HOTSY EQUIPMENT CO. | 1/11/2022 | nozzle/wand/filter | 715.84 | .00 | 715.84 | _____ |
| 22918 | 1 S | 1015 JUSTICE DATA SOLUTIONS | 1/11/2022 | crimes record manage | 5000.00 | .00 | 5000.00 | _____ |
| temporary | 1 S | 1114 KANSAS HIGHWAY PATROL | 1/11/2022 | 2019 vehicle | 26350.00 | .00 | 26350.00 | _____ |
| 126610 | 1 S | 1115 KIRBY AUTO PARTS | 1/11/2022 | wire | 7.66 | .00 | 7.66 | _____ |
| 126677 | 1 S | 1115 KIRBY AUTO PARTS | 1/11/2022 | windshield wash | 26.28 | .00 | 26.28 | _____ |
| 126678 | 1 S | 1115 KIRBY AUTO PARTS | 1/11/2022 | trailer connect | 5.80 | .00 | 5.80 | _____ |
| 126708 | 1 S | 1115 KIRBY AUTO PARTS | 1/11/2022 | | 18.88 | .00 | 18.88 | _____ |
| 126715 | 1 S | 1115 KIRBY AUTO PARTS | 1/11/2022 | oil | 21.10 | .00 | 21.10 | _____ |
| 126763 | 1 S | 1115 KIRBY AUTO PARTS | 1/11/2022 | | 5.98 | .00 | 5.98 | _____ |
| 126778 | 1 S | 1115 KIRBY AUTO PARTS | 1/11/2022 | | 165.04 | .00 | 165.04 | _____ |
| 126779 | 1 S | 1115 KIRBY AUTO PARTS | 1/11/2022 | | 51.42 | .00 | 51.42 | _____ |
| 126833 | 1 S | 1115 KIRBY AUTO PARTS | 1/11/2022 | | 55.73 | .00 | 55.73 | _____ |
| 4339041923 | 1 S | 1222 LINCOLN FINANCIAL GROUP | 1/11/2022 | DENTAL INSURANCE | 70.50 | .00 | 70.50 | _____ |
| 4339041923 | 2 S | 1222 LINCOLN FINANCIAL GROUP | 1/11/2022 | DENTAL INSURANCE | 236.40 | .00 | 236.40 | _____ |
| 4339041923 | 3 S | 1222 LINCOLN FINANCIAL GROUP | 1/11/2022 | DENTAL INSURANCE | 194.30 | .00 | 194.30 | _____ |
| 4339041923 | 4 S | 1222 LINCOLN FINANCIAL GROUP | 1/11/2022 | DENTAL INSURANCE | 47.28 | .00 | 47.28 | _____ |
| 4339041923 | 5 S | 1222 LINCOLN FINANCIAL GROUP | 1/11/2022 | DENTAL INSURANCE | 23.64 | .00 | 23.64 | _____ |
| 4339041923 | 6 S | 1222 LINCOLN FINANCIAL GROUP | 1/11/2022 | DENTAL INSURANCE | 23.64 | .00 | 23.64 | _____ |
| 6003701883 | 1 S | 1234 LOVE'S TRAVEL STOPS | 1/11/2022 | police | 431.69 | .00 | 431.69 | _____ |
| 6003704725 | 1 S | 1234 LOVE'S TRAVEL STOPS | 1/11/2022 | city | 174.45 | .00 | 174.45 | _____ |
| 6003724649 | 1 S | 1234 LOVE'S TRAVEL STOPS | 1/11/2022 | police | 571.27 | .00 | 571.27 | _____ |
| 6003729889 | 1 S | 1234 LOVE'S TRAVEL STOPS | 1/11/2022 | bdg insp | 19.86 | .00 | 19.86 | _____ |
| 6003747106 | 1 S | 1234 LOVE'S TRAVEL STOPS | 1/11/2022 | police | 412.82 | .00 | 412.82 | _____ |
| 6003752044 | 1 S | 1234 LOVE'S TRAVEL STOPS | 1/11/2022 | city | 62.07 | .00 | 62.07 | _____ |
| 6003752044 | 2 S | 1234 LOVE'S TRAVEL STOPS | 1/11/2022 | city | 28.47 | .00 | 28.47 | _____ |
| 47724973 | 1 S | 1240 LOWE'S COMPANIES, INC. | 1/11/2022 | paint | 174.73 | .00 | 174.73 | _____ |
| 85712063 | 1 S | 1240 LOWE'S COMPANIES, INC. | 1/11/2022 | paint sample | 3.79 | .00 | 3.79 | _____ |
| pinv953052 | 1 S | 1305 MATT PARROTT-STOREY KEN | 1/11/2022 | checks | 122.66 | .00 | 122.66 | _____ |

CASH REQUIREMENTS REPORT

| INVOICE/LN | STAT | VENDOR NO/NAME | DUE DATE | REFERENCE | GROSS | DISCOUNT | NET | PAYMENT AMOUNT |
|------------|------|------------------------------|-----------|-------------------------|----------|----------|----------|-------------------|
| pinv953052 | 2 S | 1305 MATT PARROTT-STOREY KEN | 1/11/2022 | checks | 122.66 | .00 | 122.66 | _____ |
| pinv953052 | 3 S | 1305 MATT PARROTT-STOREY KEN | 1/11/2022 | checks | 122.66 | .00 | 122.66 | _____ |
| pinv953052 | 4 S | 1305 MATT PARROTT-STOREY KEN | 1/11/2022 | checks | 122.66 | .00 | 122.66 | _____ |
| pinv953052 | 5 S | 1305 MATT PARROTT-STOREY KEN | 1/11/2022 | checks | 122.65 | .00 | 122.65 | _____ |
| pinv953052 | 6 S | 1305 MATT PARROTT-STOREY KEN | 1/11/2022 | checks | 122.65 | .00 | 122.65 | _____ |
| pinv954560 | 1 S | 1305 MATT PARROTT-STOREY KEN | 1/11/2022 | utility 3 part bill | 872.34 | .00 | 872.34 | _____ |
| pinv954560 | 2 S | 1305 MATT PARROTT-STOREY KEN | 1/11/2022 | utility 3 part bill | 872.34 | .00 | 872.34 | _____ |
| 122021 | 1 S | 1313 MICHAEL R. MATZEN | 1/11/2022 | cleaning | 310.45 | .00 | 310.45 | _____ |
| 122021 | 2 S | 1313 MICHAEL R. MATZEN | 1/11/2022 | cleaning | 107.46 | .00 | 107.46 | _____ |
| 122021 | 3 S | 1313 MICHAEL R. MATZEN | 1/11/2022 | cleaning | 107.46 | .00 | 107.46 | _____ |
| 122021 | 4 S | 1313 MICHAEL R. MATZEN | 1/11/2022 | cleaning | 298.53 | .00 | 298.53 | _____ |
| 20552 | 1 S | 1317 MENARDS - FREMONT | 1/11/2022 | city hall | 29.99 | .00 | 29.99 | _____ |
| 20552 | 2 S | 1317 MENARDS - FREMONT | 1/11/2022 | shop | 26.87 | .00 | 26.87 | _____ |
| 20957 | 1 S | 1317 MENARDS - FREMONT | 1/11/2022 | electrical supplies | 141.96 | .00 | 141.96 | _____ |
| 21102 | 1 S | 1317 MENARDS - FREMONT | 1/11/2022 | ceiling panel | 167.52 | .00 | 167.52 | _____ |
| 21364 | 1 S | 1317 MENARDS - FREMONT | 1/11/2022 | | 25.45 | .00 | 25.45 | _____ |
| 21364 | 2 S | 1317 MENARDS - FREMONT | 1/11/2022 | | 2.29 | .00 | 2.29 | _____ |
| 1360 | 1 S | 1360 KURT MUHLE | 1/11/2022 | police clothing | 1400.00 | .00 | 1400.00 | _____ |
| s40510 | 1 S | 1424 NATIONAL DRUG SCREENING | 1/11/2022 | drug screening | 420.00 | .00 | 420.00 | _____ |
| 2021 | 1 S | 1428 NEBRASKA STATE TREASURE | 1/11/2022 | dog license fees | 296.46 | .00 | 296.46 | _____ |
| 12172021 | 1 S | 1430 NDEE SWIMMING POOLS | 1/11/2022 | pool operator lic | 80.00 | .00 | 80.00 | _____ |
| 12302021 | 1 S | 1510 OMAHA PUBLIC POWER DIST | 1/11/2022 | electric | 536.83 | .00 | 536.83 | _____ |
| 12302021 | 2 S | 1510 OMAHA PUBLIC POWER DIST | 1/11/2022 | electric | 98.90 | .00 | 98.90 | _____ |
| 12302021 | 3 S | 1510 OMAHA PUBLIC POWER DIST | 1/11/2022 | electric | 137.88 | .00 | 137.88 | _____ |
| 12302021 | 4 S | 1510 OMAHA PUBLIC POWER DIST | 1/11/2022 | electric | 33.00 | .00 | 33.00 | _____ |
| 12302021 | 5 S | 1510 OMAHA PUBLIC POWER DIST | 1/11/2022 | electric | 359.25 | .00 | 359.25 | _____ |
| 12302021 | 6 S | 1510 OMAHA PUBLIC POWER DIST | 1/11/2022 | electric | 132.32 | .00 | 132.32 | _____ |
| 12302021 | 7 S | 1510 OMAHA PUBLIC POWER DIST | 1/11/2022 | electric | 1576.02 | .00 | 1576.02 | _____ |
| 12302021 | 8 S | 1510 OMAHA PUBLIC POWER DIST | 1/11/2022 | electric | 3885.59 | .00 | 3885.59 | _____ |
| 12302021 | 9 S | 1510 OMAHA PUBLIC POWER DIST | 1/11/2022 | electric | 236.82 | .00 | 236.82 | _____ |
| 12302021 | 10 S | 1510 OMAHA PUBLIC POWER DIST | 1/11/2022 | electric | 3944.03 | .00 | 3944.03 | _____ |
| 0110733 | 1 S | 1512 OMAHA DOOR & WINDOW CO | 1/11/2022 | N walk thru door | 1998.50 | .00 | 1998.50 | _____ |
| 0039161 | 1 S | 1617 PEOPLESERVICE INC. | 1/11/2022 | | 14913.93 | .00 | 14913.93 | _____ |
| 0039161 | 2 S | 1617 PEOPLESERVICE INC. | 1/11/2022 | | 14329.07 | .00 | 14329.07 | _____ |
| w62255 | 1 S | 1645 POWERTECH | 1/11/2022 | service at lift station | 346.97 | .00 | 346.97 | _____ |
| 1221147 | 1 S | 1650 PUBLICATION PRINTING | 1/11/2022 | envelopes | 113.45 | .00 | 113.45 | _____ |
| 1221147 | 2 S | 1650 PUBLICATION PRINTING | 1/11/2022 | envelopes | 113.45 | .00 | 113.45 | _____ |
| 1221147 | 3 S | 1650 PUBLICATION PRINTING | 1/11/2022 | envelopes | 113.45 | .00 | 113.45 | _____ |
| 6153307 | 1 S | 1653 WASTE CONNECTIONS OF NE | 1/11/2022 | trash | 63.46 | .00 | 63.46 | _____ |
| 6153307 | 2 S | 1653 WASTE CONNECTIONS OF NE | 1/11/2022 | trash | 22.21 | .00 | 22.21 | _____ |
| 24572 | 1 S | 1809 RASMUSSEN AIR & GAS ENE | 1/11/2022 | blower inspection | 955.60 | .00 | 955.60 | _____ |
| 123021 | 1 S | 1812 PATRICK RATIGAN | 1/11/2022 | CDL license | 60.98 | .00 | 60.98 | _____ |
| 12292021 | 1 S | 1841 RASMUSSEN WELDING LLC | 1/11/2022 | box scraper repair | 480.00 | .00 | 480.00 | _____ |
| 604561 | 1 S | 1940 STAPLES CREDIT PLAN | 1/11/2022 | | 179.99 | .00 | 179.99 | _____ |
| 604561 | 2 S | 1940 STAPLES CREDIT PLAN | 1/11/2022 | | 22.49 | .00 | 22.49 | _____ |
| 604561 | 3 S | 1940 STAPLES CREDIT PLAN | 1/11/2022 | | 22.50 | .00 | 22.50 | _____ |
| 604561 | 4 S | 1940 STAPLES CREDIT PLAN | 1/11/2022 | | 10.00 | .00 | 10.00 | _____ |
| 1961 | 1 S | 1961 BRETT SMITH | 1/11/2022 | police clothing | 1400.00 | .00 | 1400.00 | _____ |
| 2468 | 1 S | 1988 SPARQ DATA SOLUTIONS | 1/11/2022 | sparq subscription | 3100.00 | .00 | 3100.00 | _____ |
| 1030 | 1 S | 2240 VRBA CONSTRUCTION, INC. | 1/11/2022 | manhole replacement | 7047.50 | .00 | 7047.50 | _____ |

CASH REQUIREMENTS REPORT

| INVOICE/LN | STAT | VENDOR NO/NAME | DUE DATE | REFERENCE | GROSS | DISCOUNT | NET | PAYMENT AMOUNT |
|--------------------|------|------------------------------|-----------|-----------------------|-----------|----------|-----------|----------------|
| 2337 | 1 S | 2337 SCANTRON CORPORATION | 1/11/2022 | fortiguard | 425.00 | .00 | 425.00 | _____ |
| 80044550 | 1 S | 2337 SCANTRON CORPORATION | 1/11/2022 | VM ware renewal | 245.00 | .00 | 245.00 | _____ |
| 1196 | 1 S | 2342 WINDOW PRO | 1/11/2022 | window cleaning | 10.00 | .00 | 10.00 | _____ |
| 1196 | 2 S | 2342 WINDOW PRO | 1/11/2022 | window cleaning | 10.00 | .00 | 10.00 | _____ |
| 1431 | 1 S | 2342 WINDOW PRO | 1/11/2022 | | 10.00 | .00 | 10.00 | _____ |
| 1431 | 2 S | 2342 WINDOW PRO | 1/11/2022 | window cleaning | 10.00 | .00 | 10.00 | _____ |
| 10545 | 1 S | 10545 DAVE DUNHAM | 1/11/2022 | police clothing | 1400.00 | .00 | 1400.00 | _____ |
| 123121 | 1 S | 11214 JD'S CAR WASH | 1/11/2022 | car wash | 79.90 | .00 | 79.90 | _____ |
| 32318 | 1 S | 11234 JEFF SULLIVAN | 1/11/2022 | WATER DEPOSIT REFUND | 150.00 | .00 | 150.00 | _____ |
| 10520 | 1 S | 11235 LIM CONSTRUCTION 286 | 1/11/2022 | WATER DEPOSIT REFUND | 150.00 | .00 | 150.00 | _____ |
| 51721 | 1 S | 11236 MIDWEST DWELLING | 1/11/2022 | WATER DEPOSIT REFUND | 150.00 | .00 | 150.00 | _____ |
| 1721 | 1 S | 11237 ART OF A CRAFTSMAN 28 | 1/11/2022 | WATER DEPOSIT REFUND | 150.00 | .00 | 150.00 | _____ |
| 111317 | 1 S | 11238 TONY SCHEIBLHOFER | 1/11/2022 | WATER DEPOSIT REFUND | 150.00 | .00 | 150.00 | _____ |
| 11320 | 1 S | 11239 ROCHELLE KERNS | 1/11/2022 | WATER DEPOSIT REFUND | 150.00 | .00 | 150.00 | _____ |
| 10120 | 1 S | 11240 ANGELA GERHARD 307 | 1/11/2022 | WATER DEPOSIT REFUND | 150.00 | .00 | 150.00 | _____ |
| 61617 | 1 S | 11241 AMY EKELER | 1/11/2022 | WATER DEPOSIT REFUND | 150.00 | .00 | 150.00 | _____ |
| 6520 | 1 S | 11242 ABBEY WILLIAMS | 1/11/2022 | WATER DEPOSIT REFUND | 150.00 | .00 | 150.00 | _____ |
| 5142019 | 1 S | 11243 LINDSEY BORNEMEIER | 1/11/2022 | WATER DEPOSIT REFUND | 150.00 | .00 | 150.00 | _____ |
| 43020 | 1 S | 30028 BRIAN FALCONE | 1/11/2022 | PERMIT DEPOSIT REFUND | 1000.00 | .00 | 1000.00 | _____ |
| 11421 | 1 S | 30029 LIM CONSTRUCTION | 1/11/2022 | PERMIT DEPOSIT REFUND | 1000.00 | .00 | 1000.00 | _____ |
| 122120 | 1 S | 30030 CHARLES THOMAS HOMES 6 | 1/11/2022 | PERMIT DEPOSIT REFUND | 750.00 | .00 | 750.00 | _____ |
| 21121 | 1 S | 30031 ARCHISTRUTURE 60 | 1/11/2022 | PERMIT DEPOSIT REFUND | 500.00 | .00 | 500.00 | _____ |
| 0010105284 | 1 S | 30032 CHARLES THOMAS HOMES28 | 1/11/2022 | PERMIT DEPOSIT REFUND | 500.00 | .00 | 500.00 | _____ |
| 1152021 | 1 S | 30033 ARCHISTRUTURE 28 | 1/11/2022 | PERMIT DEPOSIT REFUND | 1000.00 | .00 | 1000.00 | _____ |
| 22421 | 1 S | 30034 BCL PROPERTIES | 1/11/2022 | PERMIT DEPOSIT REFUND | 1000.00 | .00 | 1000.00 | _____ |
| 4621 | 1 S | 30035 MIDWEST DWELLING 1210 | 1/11/2022 | PERMIT DEPOSIT REFUND | 1000.00 | .00 | 1000.00 | _____ |
| 51721 | 1 S | 30036 MIDWEST DWELLING 313 | 1/11/2022 | PERMIT DEPOSIT REFUND | 1000.00 | .00 | 1000.00 | _____ |
| 3921 | 1 S | 30037 FALCONE HOMES 6320 | 1/11/2022 | PERMIT DEPOSIT REFUND | 1000.00 | .00 | 1000.00 | _____ |
| * DATE TOTAL * | | | | | 134474.05 | .00 | 134474.05 | |
| ** BANK TOTAL ** | | | | | 149945.06 | .00 | 149945.06 | |
| ** REPORT TOTAL ** | | | | | 149945.06 | .00 | 149945.06 | |

| December 2021 | | | | | | | | |
|------------------|-------------|----------|--------------|----------|-------------|----------|---------|------------|
| | Wage | IRA | Wage | IRA | Wage | IRA | Council | Wage |
| EMPLOYEE | 12/03/21 | | 12/17/21 | | 12/31/21 | | Stanzel | \$810.00 |
| Jim Kuester | \$2,980.79 | | \$2,980.79 | | \$2,980.79 | | Ueckert | \$930.00 |
| | | | | | | | Grove | \$1,350.00 |
| Ruen | \$1,099.25 | | \$2,300.75 | | \$2,192.75 | | Lewis | \$870.00 |
| Stacy Spinar | \$1,749.13 | \$34.98 | \$1,762.25 | \$34.98 | \$1,820.00 | \$36.40 | Teneyck | \$870.00 |
| Cheryl Eckerman | \$2,310.88 | \$69.33 | \$2,391.88 | \$71.76 | \$2,341.25 | \$70.24 | | |
| Beth Breisch | \$846.00 | | \$724.50 | | \$720.00 | | | |
| Kenny Grimm | \$2,438.22 | \$73.15 | \$4,783.28 | \$37.15 | | | | |
| Tim Sheets | \$1,994.59 | \$59.84 | \$2,041.81 | \$60.74 | \$1,994.60 | \$59.84 | | |
| Patrick Ratigan | \$1,431.58 | \$42.95 | \$1,431.58 | \$42.95 | \$1,484.11 | \$44.52 | | |
| Doug Eggen | \$2,046.09 | \$61.38 | \$2,445.02 | \$73.35 | \$2,510.78 | \$75.32 | | |
| James Musson | \$1,804.38 | \$54.13 | \$2,020.54 | \$60.62 | \$1,929.09 | \$57.87 | | |
| Mahlon | | | | | \$133.00 | | | |
| Adam Bates | \$105.00 | | \$723.75 | | \$105.00 | | | |
| Alexandra Drake | \$105.00 | | \$184.00 | | \$926.25 | | | |
| Wesley Harrah | \$270.00 | | \$594.00 | | | | | |
| Kristin Jones | \$1,021.25 | | \$38.00 | | | | | |
| Clark, Caleb | \$275.50 | | | | | | | |
| Deemer James | \$2,874.25 | \$69.12 | \$2,347.21 | \$70.42 | \$3,113.45 | \$94.00 | | |
| Kurt Muhle | \$3,084.10 | \$67.69 | \$2,277.38 | \$68.32 | \$2,761.41 | \$82.84 | | |
| Patrick McDowell | \$162.04 | | | | | | | |
| Brett Smith | \$2,601.93 | \$78.06 | \$2,601.93 | \$78.06 | \$2,601.93 | \$78.06 | | |
| Greg Scheer | \$138.81 | | \$178.47 | | \$138.81 | | | |
| Andre Ramaeker | \$0.00 | | | | | | | |
| Roy Napora | \$142.50 | | \$133.00 | | \$128.25 | | | |
| Ken Dohrmann | \$190.00 | | \$137.75 | | | | | |
| Tim, Hrbek | \$0.00 | | | | | | | |
| David Dunham | \$2,779.83 | \$83.39 | \$2,020.14 | \$60.60 | \$2,445.57 | \$73.37 | | |
| Robert Coffey | \$2,782.11 | \$83.46 | \$2,176.33 | \$65.29 | \$2,772.88 | \$83.19 | | |
| Elizabeth Brown | \$586.04 | | \$592.48 | | \$582.82 | | | |
| Wendy Anderson | \$0.00 | | | | | | | |
| Samantha Stewart | \$1,218.26 | \$36.55 | \$1,253.64 | \$37.61 | \$1,213.20 | \$36.40 | | |
| Sarah Emmi | \$408.00 | | \$384.00 | | \$378.00 | | | |
| | \$37,445.53 | \$855.97 | \$38,507.05 | \$762.11 | \$35,293.94 | \$792.05 | | \$4,830.00 |
| Total Wages | | | \$111,246.52 | | | | | |
| Total IRAs | | | \$2,410.13 | | | | | |
| Council | | | \$4,830.00 | | | | | |
| GRAND TOTAL | | | \$118,486.65 | | | | | |

Commission Summary

Date 12/3/2021



Paid to City of Valley

For Period 11/16-11/30/2021

| Description | Amount |
|-------------|----------|
| | 4,389.88 |

Amount \$4,389.88

Commission Summary

Date 12/20/2021



Paid to City of Valley

12/1-12/15/2021

| Description | Amount |
|-------------|----------|
| | 2,848.16 |

Amount \$2,848.16

December Keno Receipts
\$7,238.04



Date: January 6, 2022
To: City of Valley
From: Bob McLaughlin, Lead Operator
O & M Report: December 2021

Water Operation & Maintenance

- We completed 284 total locates.
- The water plant operated normally.
- Thompson Construction flushed the distribution system in Falcon Business Park to complete the state required bacti samples. They had to flush and sample several times before getting negative results for bacti.
- The meters were read on December 27, 2021.

Wastewater Operation & Maintenance

- 284 total locates were completed.
- The meters in Valmont, Meigs Street, and Byarsville lift stations were calibrated this month. The results showed that Byarsville lift station was reading a little low and the Meigs Street lift station was reading a little high. The difference was not large enough to explain the high sewer flows to Fremont in September.
- We received a call for a sewer back up at 109 East Harrier Street on December 2, 2021. Bob and Jeremy found the sewer main to be backed up. We used the city jet machine to unplug the sewer main.
- We collected samples from several locations. The samples were analyzed for BOD to help determine where the abnormal ground water flow could be coming from. The results were the following:

Regional Lift Station 139

Byarsville Lift Station 107

Valley Shores Lift Station 201

Gardner and Spruce manhole 77

Meigs Street Lift Station 194

Valmont Lift Station 255

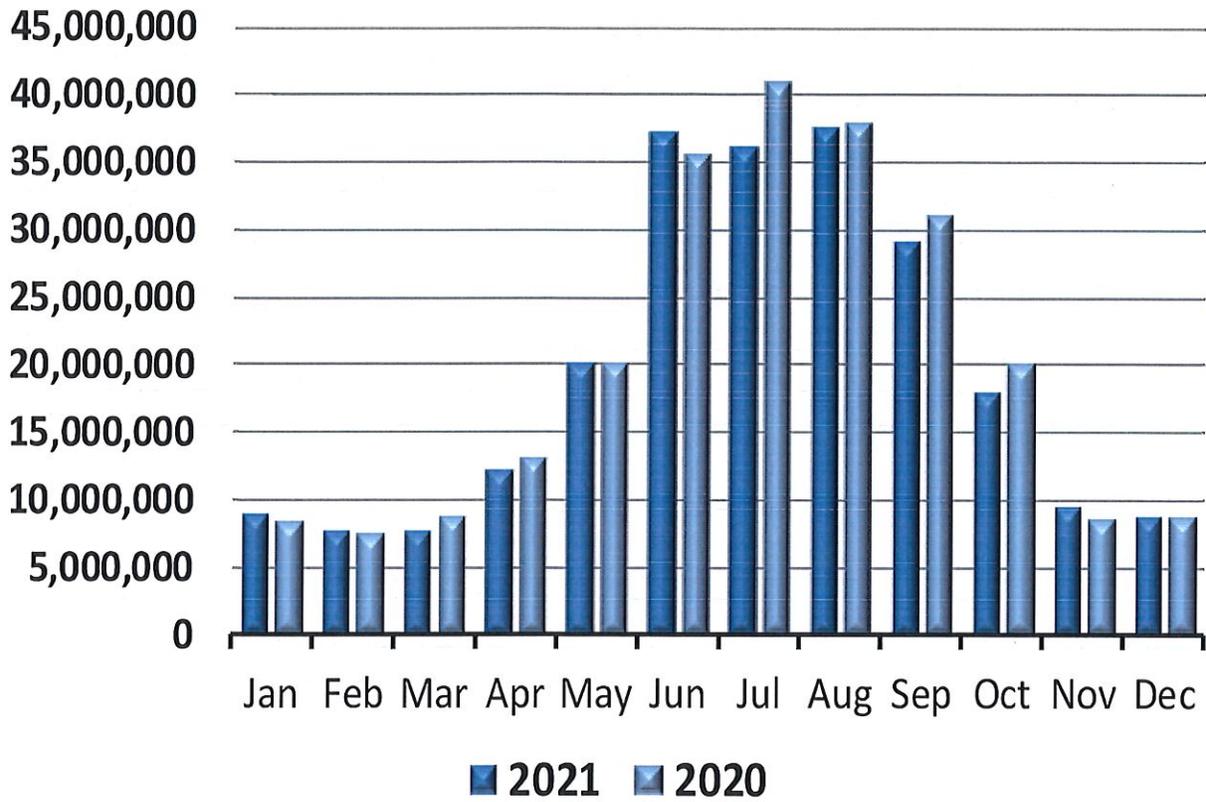
With Gardner and Spruce manhole showing low BOD, Bob and Jeremy inspected several manholes upstream to see if the flow looked high or like ground water. They found that the flows were normal and water appeared to be gray, which indicated wastewater. We will continue to investigate the issue.

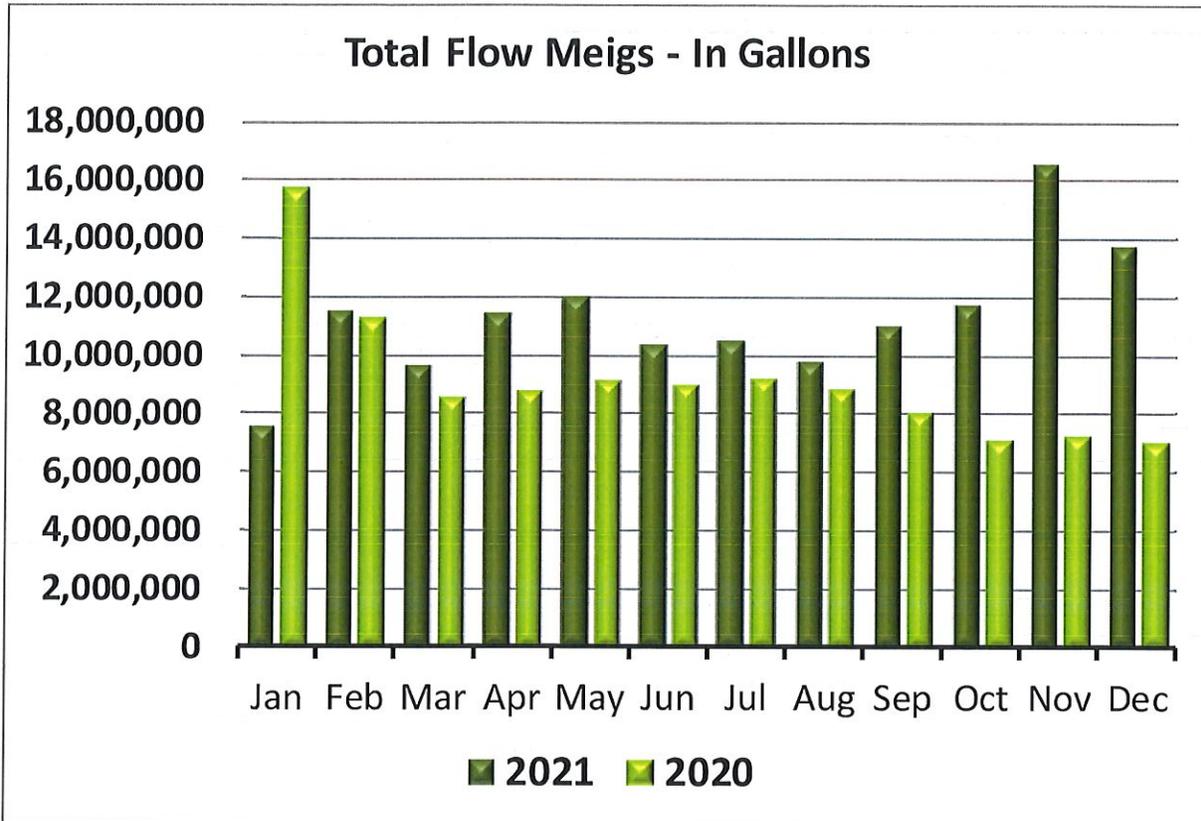
| | | December-21 | November-21 | December-20 |
|--|--------------|-------------|-------------|-------------|
| Water | | | | |
| | Units | | | |
| Total Monthly Pumped Valley | gallons | 8,798,000 | 9,523,000 | 8,727,000 |
| Daily Average Pumped Valley | gallons | 293,266 | 317,433 | 281,516 |
| Average Fluoride Residual | mg/L | 0.10 | 0.00 | 1.00 |
| Fluoride used | lbs | 102.70 | 104.10 | 142.20 |
| Average Chlorine Residual | mg/L | 0.23 | 0.15 | 0.14 |
| Chlorine used | lbs | 47.30 | 0.00 | 23.60 |
| Potassium Permanganate | lbs | 350.00 | 400.00 | 173.00 |
| Wastewater | | | | |
| Effluent Flow | | | | |
| Total Flow Meigs Street | gallons | 13,786,000 | 16,565,000 | 7,040,000 |
| Avg Daily Flow Meigs Street | gallons | 405,470 | 552,166 | 227,096 |
| Total Flow Byarsville | gallons | 14,917,000 | 16,516,000 | 7,340,000 |
| Avg Daily Flow Byarsville | gallons | 438,735 | 550,533 | 236,774 |
| Total Flow Valmont | gallons | 589,000 | 836,000 | 428,780 |
| Avg Daily Flow Valmont | gallons | 17,323 | 27,866 | 13,831 |
| Lift Station Data | | | | |
| Gardiner St Rainwater Total Runtime | hours | 0.00 | 0.00 | 0.00 |
| Valhaven (#1) Total Runtime | hours | 0.10 | 3.50 | 0.00 |
| Valhaven (#2) Total Runtime | hours | 7.00 | 4.10 | 11.60 |
| Country Aire (#1) Total Runtime | hours | 33.90 | 24.40 | 32.00 |
| Legacy Valley Total Runtime | hours | 73.20 | 57.20 | 31.20 |
| Legacy Valley Avg Daily Runtime | hours | 2.36 | 1.84 | 1.00 |
| Valley Shores (1) Pump 1 Total Run | hours | 20.40 | 20.80 | 27.10 |
| Valley Shores (1) Pump 2 Total Run | hours | 18.00 | 18.90 | 24.00 |
| Valley Shores (2) Pump 1 Total Run | hours | 35.60 | 35.60 | 113.80 |
| Valley Shores (2) Pump 2 Total Run | hours | 42.10 | 41.00 | 119.20 |
| Valley Shores (3) Pump 1 Total Run | hours | 9.70 | 8.80 | 6.30 |
| Valley Shores (3) Pump 2 Total Run | hours | 9.80 | 8.70 | 6.10 |
| Regional Pump #1 Total Runtime | hours | 0.00 | 0.00 | 15.10 |
| Regional Pump #2 Total Runtime | hours | 0.00 | 0.00 | 14.70 |
| Mallard (1) Pump 1 Total Runtime | hours | 14.50 | 14.20 | 15.20 |
| Mallard (1) Pump 2 Total Runtime | hours | 12.80 | 14.60 | 18.90 |
| Mallard (2) Pump 1 Total Runtime | hours | 4.60 | 4.80 | 4.70 |
| Mallard (2) Pump 2 Total Runtime | hours | 5.00 | 4.60 | 5.00 |
| Mallard (3) Pump 1 Total Runtime | hours | 13.60 | 0.90 | 26.20 |
| Mallard (3) Pump 2 Total Runtime | hours | 2.20 | 0.00 | 1.00 |
| Mallard (4) Pump 1 Total Runtime | hours | 36.50 | 32.70 | 26.10 |
| Mallard (4) Pump 2 Total Runtime | hours | 41.30 | 35.00 | 25.20 |
| Bluewater (1) Pump 1 Total Runtime | hours | 10.60 | 9.10 | 12.80 |
| Bluewater (1) Pump 2 Total Runtime | hours | 22.20 | 20.30 | 13.10 |
| Bluewater (2) Pump 1 Total Runtime | hours | 15.50 | 11.80 | 10.50 |
| Bluewater (2) Pump 2 Total Runtime | hours | 15.50 | 12.40 | 9.00 |
| Bluewater (3) Pump 1 Total Runtime | hours | 43.00 | 29.80 | 145.80 |
| Bluewater (3) Pump 2 Total Runtime | hours | 31.30 | 27.50 | 163.60 |
| Bluewater (4) Pump 1 Total Runtime | hours | 2.10 | 6.10 | 3.80 |

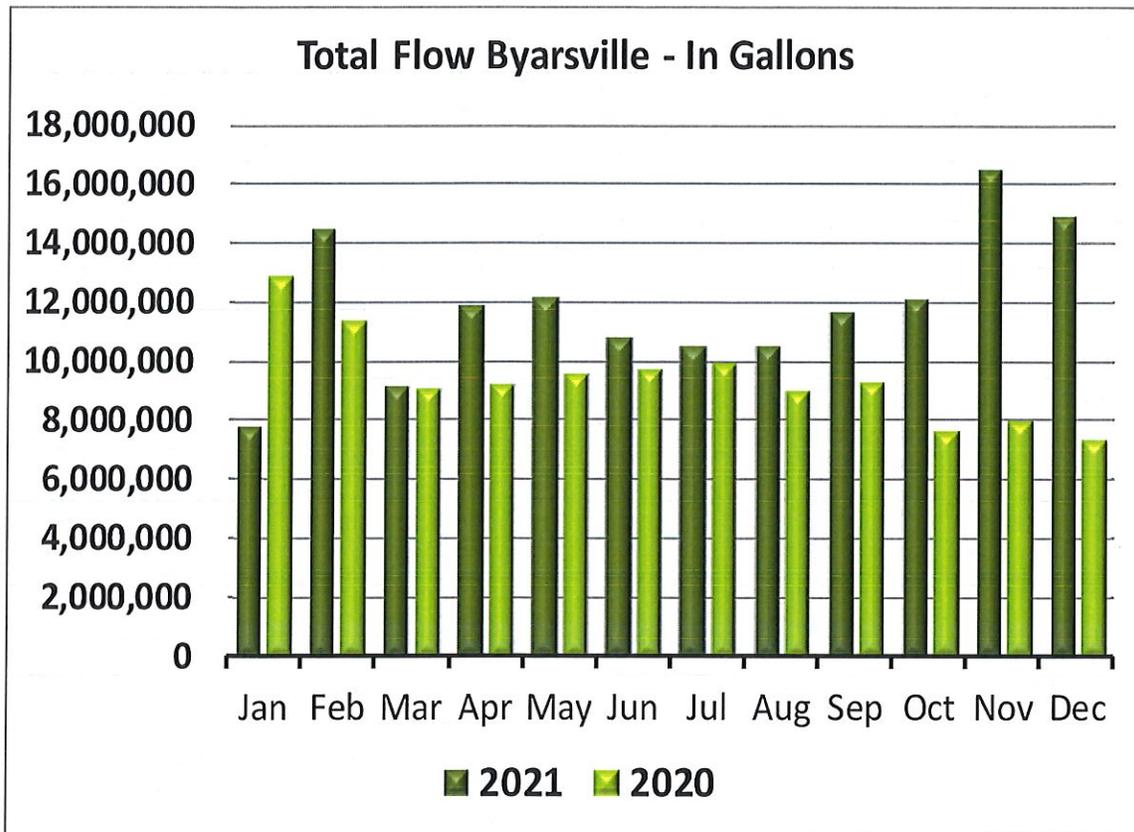
| | | | | |
|---------------------------------------|-------|--------|--------|-------|
| Bluewater (4) Pump 2 Total Runtime | hours | 14.40 | 7.00 | 5.00 |
| Bluewater (5) Pump 1 Total Runtime | hours | 2.10 | 8.40 | 11.50 |
| Bluewater (5) Pump 2 Total Runtime | hours | 28.00 | 20.90 | 34.40 |
| Bluewater (6) Pump 1 Total Runtime | hours | 10.10 | 9.10 | 7.90 |
| Bluewater (6) Pump 2 Total Runtime | hours | 76.50 | 69.30 | 86.10 |
| Bluewater (7) Pump 1 Total Runtime | hours | 6.30 | 6.50 | 12.00 |
| Bluewater (7) Pump 2 Total Runtime | hours | 6.20 | 6.30 | 32.20 |
| Ginger Cove (1) Pump 1 Total Runtime | hours | 0.00 | 0.00 | 37.41 |
| Ginger Cove (1) Pump 2 Total Runtime | hours | 156.70 | 99.10 | 32.61 |
| Ginger Cove (2) Pump 1 Total Runtime | hours | 0.00 | 0.00 | 27.90 |
| Ginger Cove (2) Pump 2 Total Runtime | hours | 20.70 | 18.10 | 68.10 |
| Ginger Cove (3) Pump 1 Total Runtime | hours | 119.10 | 301.00 | 51.40 |
| Ginger Cove (3) Pump 2 Total Runtime | hours | 0.00 | 0.00 | 29.80 |
| Ginger Woods (1) Pump 1 Total Runtime | hours | 6.00 | 5.50 | 2.50 |
| Ginger Woods (1) Pump 2 Total Runtime | hours | 5.90 | 4.50 | 2.50 |
| Ginger Woods (2) Pump 1 Total Runtime | hours | 24.10 | 18.50 | 11.19 |
| Ginger Woods (2) Pump 2 Total Runtime | hours | 0.00 | 0.00 | 11.19 |
| Ginger Woods (3) Pump 1 Total Runtime | hours | 56.10 | 38.80 | 48.00 |
| Ginger Woods (3) Pump 2 Total Runtime | hours | 55.10 | 39.00 | 48.00 |
| Rainwater Pump 1 Total Runtime | hours | 0.00 | 0.00 | 0.00 |
| Rainwater Pump 2 Total Runtime | hours | 0.00 | 0.00 | 0.00 |

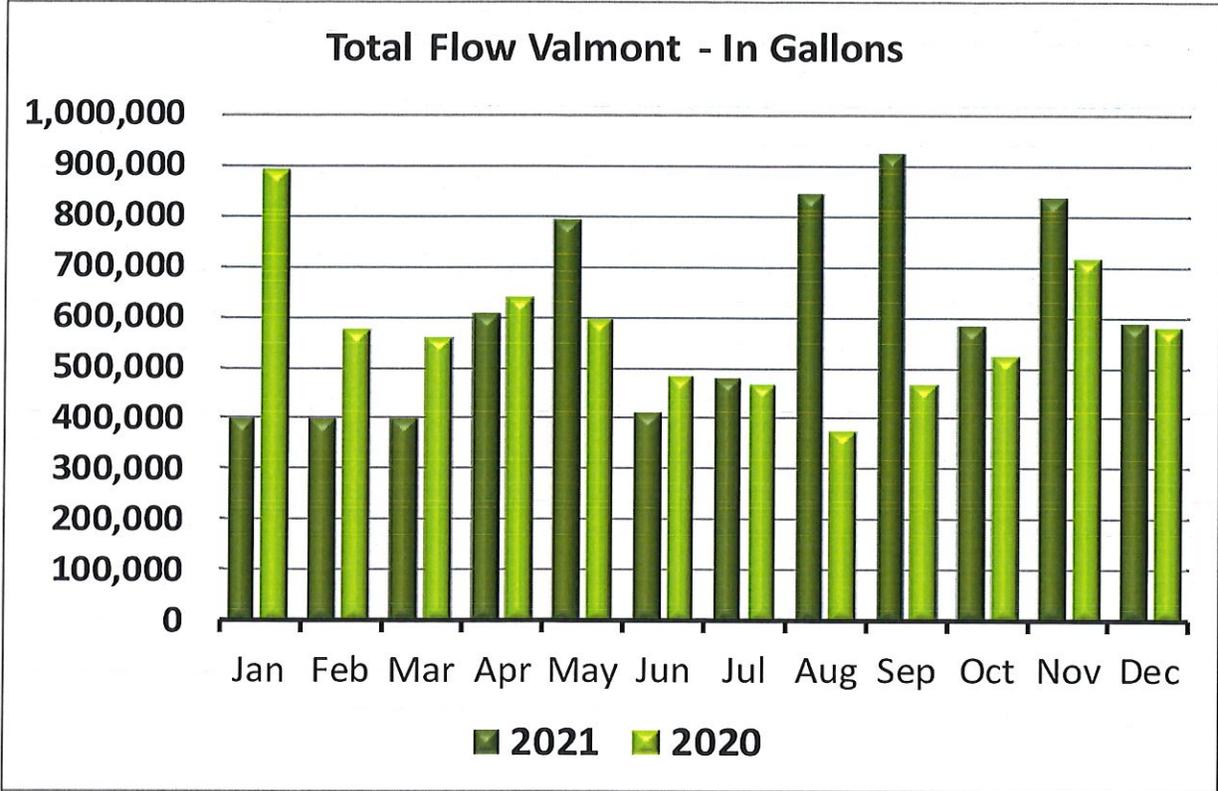


Monthly Water Pumped Valley- In Gallons









| Contract True-Ups - Current Contract Year | | | | |
|---|-----------------|--------------|-------------|-----------|
| Item | Budgeted Amount | Amount Spent | % of Budget | % of Time |
| Maintenance Budget | \$27,008.00 | \$1,875.00 | 7% | 25% |
| Total | \$27,008.00 | \$1,875.00 | 7% | 100% |

DECEMBER WORK ORDERS COMPLETED

| Date completed | Equipment | Location | Task |
|----------------|-----------------------------------|-----------------|---------------------|
| 12/28/2021 | BYERSVILLE LS EMERGENCY GENERATOR | 5029 Valley, NE | LS Monthly PM |
| 12/28/2021 | COUNTRY AIRE LIFTSTATION | 5029 Valley, NE | LS Monthly PM |
| 12/28/2021 | DAIRY QUEEN LIFTSTATION | 5029 Valley, NE | LS Monthly PM |
| 12/1/2021 | MALLARD LANDING LIFT STATION 1 | 5029 Valley, NE | LS Monthly PM |
| 12/1/2021 | MALLARD LANDING LIFT STATION 2 | 5029 Valley, NE | LS Monthly PM |
| 12/1/2021 | MALLARD LANDING LIFT STATION 3 | 5029 Valley, NE | LS Monthly PM |
| 12/1/2021 | MALLARD LANDING LIFT STATION 4 | 5029 Valley, NE | LS Monthly PM |
| 12/28/2021 | MEIGS LS EMERGENCY GENERATOR | 5029 Valley, NE | LS Monthly PM |
| 12/28/2021 | REGIOINAL LS EMERGENCY GENERATOR | 5029 Valley, NE | LS Monthly PM |
| 12/28/2021 | VALHAVEN LIFTSTATION | 5029 Valley, NE | LS Monthly PM |
| 12/6/2021 | BLUEWATER LIFTSTATION 1 | 5029 Valley, NE | LS Monthly PM |
| 12/6/2021 | BLUEWATER LIFTSTATION 2 | 5029 Valley, NE | LS Monthly PM |
| 12/6/2021 | BLUEWATER LIFTSTATION 3 | 5029 Valley, NE | LS Monthly PM |
| 12/6/2021 | BLUEWATER LIFTSTATION 4 | 5029 Valley, NE | LS Monthly PM |
| 12/6/2021 | BLUEWATER LIFTSTATION 5 | 5029 Valley, NE | LS Monthly PM |
| 12/6/2021 | BLUEWATER LIFTSTATION 6 | 5029 Valley, NE | LS Monthly PM |
| 12/6/2021 | BLUEWATER LIFTSTATION 7 | 5029 Valley, NE | LS Monthly PM |
| 12/1/2021 | GINGER COVE LIFT STATION #1 | 5029 Valley, NE | LS Monthly PM |
| 12/1/2021 | GINGER COVE LIFT STATION #2 | 5029 Valley, NE | LS Monthly PM |
| 12/2/2021 | GINGER COVE LIFT STATION #3 | 5029 Valley, NE | LS Monthly PM |
| 12/1/2021 | GINGER WOODS LIFT STATION #1 | 5029 Valley, NE | LS Monthly PM |
| 12/1/2021 | GINGER WOODS LIFT STATION #2 | 5029 Valley, NE | LS Monthly PM |
| 12/1/2021 | GINGER WOODS LIFT STATION #3 | 5029 Valley, NE | LS Monthly PM |
| 12/20/2021 | LIFT STATION #1-VALLEY,NE SYST | 5029 Valley, NE | LS Monthly PM |
| 12/1/2021 | VALLEY SHORES LIFT STATION 1 | 5029 Valley, NE | LS Monthly PM |
| 12/1/2021 | VALLEY SHORES LIFT STATION 2 | 5029 Valley, NE | LS Monthly PM |
| 12/1/2021 | VALLEY SHORES LIFT STATION 3 | 5029 Valley, NE | LS Monthly PM |
| 12/1/2021 | VALMONT LIFT STATION | 5029 Valley, NE | LS Monthly PM |
| 12/28/2021 | AIR COMPRESSOR | 6029 Valley, NE | Inspection |
| 12/29/2021 | HIGH SERVICE PUMP #1 | 6029 Valley, NE | Inspection |
| 12/30/2021 | PORTABLE GAS MONITOR | 6029 Valley, NE | Calibrate Equipment |
| 12/6/2021 | FIRE EXTINGUISHERS | 6029 Valley, NE | Inspection |



CITY OF VALLEY
VALLEY PLANNING COMMISSION

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

December 21, 2021
Valley City Hall
4:30 pm

Members Present: Larry Bottger, Chairman, Brian Foutch, Scott Burke, Jim Tomanek Jr., and Mark Conrey

Members Absent:
Joe Lathrop, Greg Sundé, Duane Prorok and Greg Kava

Item 1: CALL TO ORDER

ITEM 2: PROOF OF PUBLICAITON

ITEM 3: Public Hearing

3.A. Conditional Use Permit – 223 West Meigs Street – Pole Design Building

Jerome van den Boogaart, Valley Building Inspector briefed the Members on the pole building design being 40' by 40'; 30' high; a Timerline design. The building meets all city code requirements. The conditional use permit will contain a non-commercial use item plus any items added by Olmsted and Perry, Valley City Engineers. A detail site plan will be submitted before a building permit will be issued.

After much discussion, a motion made by Foutch, seconded by Conrey to recommend to the Valley City Council approval of the conditional use permit. All in favor, motion carried.

ITEM 4: ADJOURNMENT

Motion by Conrey, second by Tomanek Jr. to adjourn. All in favor – motion carried.


Larry J. Bottger
Chairman

DAILY RECORDS**December 2021****This month****Last month****Last year****LIBRARY VISITS:**

| | | | |
|----------|-----|-----|-----|
| Adults | 281 | 285 | 236 |
| Children | 165 | 434 | 112 |

| | | | | |
|-----------|----------|----|----|----|
| Computers | Adults | 23 | 15 | 35 |
| | Children | 6 | 0 | 3 |

| | | | |
|------------|----|----|---|
| Fax/Copies | 12 | 16 | 9 |
|------------|----|----|---|

Reference transactions (indicate nature of question)

Locating Library Materials 12, Readers' Advisory 19, Account info and renewals 17, Technology Assistance 10, Local Info 1, General Info 59.

| | | | |
|-------|----|-----|----|
| Total | 62 | 118 | 82 |
|-------|----|-----|----|

PROGRAM ATTENDANCE:

| | | | |
|--------|----|----|----|
| Adults | 83 | 35 | 43 |
|--------|----|----|----|

12/4 Book Sale – 66; 12/4 Knitting – 4; 12/11 Knitting – 2; 12/13 Book Club – 8; 12/18 Knitting – 3;

| | | | |
|-------|---|----|---|
| Teens | 6 | 13 | 0 |
|-------|---|----|---|

12/7 Anime Club – 1; 12/14 Anime Club – 3; 12/21 Anime Club – 1; 12/28 Anime Club – 1;

| | | | |
|----------|----|-----|----|
| Children | 95 | 344 | 62 |
|----------|----|-----|----|

12/3 LEGO Club – 10; 12/8 DC West Pantry – 50; 12/10 LEGO Club – 15; 12/17 LEGO Club; Monthly Craft Kits - 9

| | | | |
|-------|---|---|---|
| Pre-K | 0 | 6 | 0 |
|-------|---|---|---|

12/13 Storytime – 0; 12/20 Storytime – 0;

| | | | |
|-------|-----|-----|-----|
| Total | 184 | 398 | 105 |
|-------|-----|-----|-----|

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

Valley 8, other DC 0, Non DC 0

| | | | |
|-------|---|----|---|
| Total | 8 | 13 | 4 |
|-------|---|----|---|

| | | | |
|------------------|-----|-----|-----|
| Volunteers/hours | 0/0 | 0/0 | 0/0 |
|------------------|-----|-----|-----|

MATERIALS CHECKED OUT:

| | | | |
|-------|-----|-----|-----|
| Adult | 237 | 221 | 184 |
|-------|-----|-----|-----|

| | | | |
|----------|-----|-----|-----|
| Children | 208 | 241 | 119 |
|----------|-----|-----|-----|

| | | | |
|-----------|-----|-----|-----|
| Overdrive | 254 | 170 | 196 |
|-----------|-----|-----|-----|

Cheryl Eckerman

From: bounce@lists.fes.org
Sent: Monday, January 3, 2022 7:00 PM
To: Cheryl Eckerman; Cindy Grove; Cheryl Eckerman; Jim Kuester
Subject: City Council Agenda Item Request

EXTERNAL EMAIL

Date: 01/03/2022

CouncilMeetingDate: 01/11/22

Name: Matt Scoty

Phone: 4025417533

Email: Matt@valleyonemarathon.com

StreetAddress: 19219 Howe Cir

MailingAddress: 19219 Howe Cir

City: Omaha

State: NE

Zip: 68130

AgendaItemTitle: Valley ONE Marathon Update

FundsExpenditure: No

AgendaItemDescription: To provide an update on the Valley ONE Marathon and answer any questions.

RequestedAction: No action needed at this time.

submissionDate: 04-Jan-2022

From: bounce@lists.fes.org
To: [Cheryl Eckerman](#); [Cindy Grove](#); [Cheryl Eckerman](#); [Jim Kuester](#)
Subject: City Council Agenda Item Request
Date: Saturday, December 25, 2021 4:07:19 PM

EXTERNAL EMAIL

Date: 12/25/2021

CouncilMeetingDate: 01/11/2022

Name: Sonja Goldenstein

Phone: 14026711039

Email: sgoldenstein@protonmail.com

StreetAddress: 207 W Alexander St.

MailingAddress: 207 W Alexander St., Valley, NE 68064

City: Valley

State: NE

Zip: 68064

AgendaItemTitle: Small Dog Park Implementation 2022

FundsExpenditure: Yes

AgendaItemDescription: Hi! Thank you for the beautiful dog park in Valley. Currently, many elderly patrons or physically weaker patrons with smaller dogs are coerced to leave the dog park (because injuries become a risk) when people with larger dogs arrive. Furthermore, many patrons do not respect the basic regulations posted on the northwest fence entrance and it makes in unsafe for everyone, especially those who are elderly or are with smaller dogs.

RequestedAction: With respective patrons who are elderly or at-risk of being injured by larger dogs that are playing; a separate small dog park added just northeast of the original dog park would be a huge benefit in the community. The northeast fence of the original dog park could feasibly be a shared fence-line with a new small dog park. It would be safer for those who have smaller dogs. People with smaller dogs would not be forced to leave because larger dogs that run and play can, sometimes, pose a risk. Implementing a small dog park would allow elderly or physically weaker patrons to stay at the park without being forced to leave because patrons with larger dogs arrive. Also, respective of new patrons to the dog park; it is kindly requested the local police start to enforce the vicious dog ordinances. Thank you.

submissionDate: 25-Dec-2021

CERTIFICATION

I, *CHERYL ECKERMAN*, the duly appointed and acting City Clerk of the City of Valley, Douglas County, Nebraska, hereby certify that building permits were issued between January 1 and December 31, 2021 in Bluewater Subdivision, Valley Nebraska as follows:

Lots 96 ,67 ,Lot 1 Replat 1, 224, 170, 133, 130, 72, 90, 123, 98, 190, 46, 250, 229, 126, 103, 214, 171, 252, 251, & 211 Bluewater Subdivision to the City of Valley, Douglas County, Nebraska.

Dated this 11th day of January 2022



Cheryl Eckerman, City Clerk

(Seal)



2021
BLUEWATER NEW CONSTRUCTION PERMITS

| | | | |
|------------|------------|------------------|---------------|
| 401-21 | 96 | 6320 N 293rd Cir | 786,750.00 |
| 413-21 | 67 | 29101 Martin Cir | 972,000.00 |
| 425-21 | 1-replat 1 | 5959 N 295th St | 1,853,400.00 |
| 432-21 | 224 | 5603 N 292nd Cir | 803,850.00 |
| 469-21 | 170 | 6019 N 294th Cir | 1,168.35 |
| 512-21 | 133 | 5923 N 295th St | 921,600.00 |
| 513-21 | 130 | 5935 N 295th St | 815,250.00 |
| 514-21 | 72 | 29203 Martin Cir | 766,050.00 |
| 515-21 | 90 | 6218 N 293rd Cir | 878,700.00 |
| 536-21 | 123 | 6125 N 295th St | 758,550.00 |
| 542-21 | 98 | 6404 N 293rd Cir | 930,750.00 |
| 569-21 | 190 | 5902 N 292nd Cir | 927,300.00 |
| 592-21 | 46 | 29203 Mary St | 768,300.00 |
| 621-21 | 250 | 6328 N 295th St | 527,250.00 |
| 523-21 | 229 | 5407 N 290th Cir | 675,450.00 |
| 625-21 | 126 | 6113 N 295th St | 732,300.00 |
| 780-21 | 103 | 6415 N 295th St | 715,050.00 |
| 811-21 | 214 | 29109 Laurel Cir | 1,019,700.00 |
| 894-21 | 171 | 6013 N 294th Cir | 1,161,750.00 |
| 896-21 | 252 | 6318 N 295th St | 750,000.00 |
| 907-21 | 251 | 6324 N 295th St | 750,000.00 |
| 916-21 | 211 | 29102 Laurel Cir | 1,831,650.00 |
| Total - 21 | | | 13,480,318.35 |

RESOLUTION NO. 2022-01

WHEREAS, the City of Valley, Nebraska recognizes that a properly functioning Public Water System is necessary to the health and welfare of the citizens of the CITY; and

WHEREAS, the Mayor and CITY Council have determined that portions of the CITY Public Water System are in need of significant repair and improvement; and

WHEREAS, funding for the cost of the repair and improvement of portions of the CITY Public Water Systems may be obtained by loan from the Nebraska Department of Environment and Energy, subject to certain requirements and obligations;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and CITY Council of the City of Valley, Nebraska that they should execute the contract for loan between the Nebraska Department of Environment and Energy and the City of Valley, Nebraska designated as Project No. D311666, incorporated by reference into this Resolution as if fully set forth; and

BE IT FURTHER RESOLVED, Cindy Grove, Mayor, is hereby directed to execute the Agreement and all other documents necessary to facilitate the Loan between the Nebraska Department of Environment and Energy and the City of Valley, Nebraska for the purpose of repairing and improving the CITY Public Water System; and

BE IT FURTHER RESOLVED THAT Cheryl Eckerman, Clerk, be authorized and directed to sign all necessary documents, to furnish such assurances to the State of Nebraska as may be required by law or regulations, and to receive payment on behalf of the applicant.

PASSED AND APPROVED THIS 11TH DAY OF January, 2022.

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. 2022-05

WHEREAS, the City of Valley, Douglas County, Nebraska, proposes to enter into a purchase agreement between the City of Valley and The Valley Fire Department and

WHEREAS, the Valley City Council in regular session on January 11th, 2022, 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 11th day of January, 2022.

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

AGREEMENT

THIS AGREEMENT (“Agreement”) made and entered into this ___ day of January, 2022 (the “Effective Date”) by and between the City of Valley, Nebraska (“City”), a Nebraska Municipal Corporation, and the Valley Suburban Fire Protection District No. 5, a political subdivision of the State of Nebraska (“District”).

WHEREAS prior to May 16, 2006, the City owned a building at 210 West Church Street, Valley, Nebraska, legally described on Exhibit “A”, attached hereto and incorporated herein by this reference (the “Property”), which building was being used as a fire station by District; and

WHEREAS on or about May 16, 2006, City passed Resolution 2006-35, authorizing the City to (i) enter into an agreement with District whereby the City would transfer title to the Property to District by Quitclaim Deed and (ii) execute a Quitclaim Deed to District as per the terms of the agreement; and

WHEREAS, a copy of Resolution No. 2006-35 is attached hereto as Exhibit “B,” a copy of the Agreement between City and District is attached hereto as Exhibit “C,” and a copy of the Quitclaim Deed is attached hereto as Exhibit “D,” all of such exhibits being attached hereto and by this reference made a part hereof; and

WHEREAS, the terms of Exhibits “B” and “C” provide that if the Property ceases to be used for the purpose of a fire station, then title to the Property shall revert to City and be conveyed back to City by District; and

WHEREAS, Exhibits “B” and “C” further provide that if the above referenced reverter is “invalid or illegal” then District would pay City the fair market value of the Property as of the date the reverter would otherwise have taken place; and

WHEREAS, Section 76-2102 of the Nebraska Revised Statutes provides that a right of reverter shall not be valid for a period of longer than 30 years; and

WHEREAS, since May 16, 2006, District has constructed two significant additions to the Property; and

WHEREAS, the Property is presently being used as a fire station, but District has purchased an additional site in the City of Valley (the “Site”) and is planning to construct a new fire station on the Site over the next two to three years; and

WHEREAS, City desires to acquire title to the Property, including all buildings and fixtures, prior to the expiration of the right of reverter on May 16, 2036, so that it can be used as a base for the City’s Public Works Department; and

WHEREAS, District believes that it is entitled to compensation for the additional value added to the Property by the construction of the two additions; and

WHEREAS, City and District acknowledge that it will benefit City if District conveys the Property to City prior to the expiration of the right of reverter, as opposed to the City purchasing or constructing a new facility for its Public Works Department; and

WHEREAS, City and District acknowledge that it will benefit District not to pay City the fair market value of the Property when the right of reverter becomes invalid; and

WHEREAS, City acknowledges that District contends the Property has increased in value as a result of the two additions constructed by District; and

WHEREAS, City retained an appraiser who valued the Property at \$520,000.00, with \$230,000.00 of that amount being attributable to the two additions constructed by District; and

WHEREAS, the parties have agreed that it is in their best interests for the District to convey the Property to City in exchange for a payment of \$230,000.00, performance of certain obligations by each party prior to Closing, and a resolution of all issues between the parties relating to the Property.

NOW THEREFORE, the parties agree as follows:

1. Conveyance. On the Closing Date, District shall convey marketable, insurable and unencumbered title to the Property to City by Special Warranty Deed, subject only to those matters disclosed in Schedule B2 of the Title Commitment.
2. Payment. On the Closing Date, City shall pay District the amount of \$230,000.00 in immediately available funds.
3. Obligations Prior to Closing. The following actions shall be taken by the parties prior to Closing.
 - a. Within one hundred and twenty (120) days after the Effective Date, if required by District, the Site shall be rezoned to a zoning classification to accommodate the proposed improvements and satisfy the impervious coverage requirements set forth in City's zoning and subdivision regulations.
 - b. Within one hundred and twenty (120) days after the Effective Date, District shall dedicate the portion of the Site set forth on Exhibit "E" attached hereto and incorporated herein by this reference, as public right-of-way.
 - c. Prior to December 1, 2022 City shall construct a two lane public road, constructed to City standards and being twenty-eight feet in width, through the Site in the area set forth on Exhibit "E" attached hereto and incorporated herein by this reference, connecting Condron Street to 270th Street. City and District shall work in good faith to determine the curb cut locations in order to accommodate Districts intended use of the Site.

- d. Within one hundred and twenty (120) days after the Effective Date, City will vacate that portion of Cottonwood Drive that traverses the Site.
 - e. Within one hundred twenty (120) days after the Effective Date, District will execute a sanitary sewer and water easement in favor of City, as required, in the vacated Cottonwood Drive.
4. Possession/Fixtures. City shall take possession of the Property at Closing. The term “Property”, as used in this Agreement shall include all fixtures, including but not limited to all garage doors and their appurtenances, plumbing lines and fixtures, electrical lines and fixtures, furnaces and air conditioners and radiant or other heating equipment.
5. Closing. The closing of the City’s purchase of the Property from District (“Closing”) shall occur on a date mutually selected by the parties and occurring within sixty (60) days after District has relocated its operations to the new fire station constructed on the Site. The day on which Closing occurs shall be referred to herein as the “Closing Date”.
6. Assumption of Contracts and Liabilities. City shall not assume any service, supply, maintenance, management or any other contracts or agreements of District respecting the Property, or any other duties, obligations, responsibilities or liabilities of District.
7. Representations of District. District hereby represents and warrants to City, which representations and warranties shall be true as of, and shall survive (for a period of 24 months), the Closing Date, as follows:
- (a.) District is duly organized and existing under the laws of the State of Nebraska.
 - (b.) District has the legal power, right and authority to enter into this Agreement and to execute and deliver all documents required hereunder to be executed by District in order to consummate the transaction contemplated hereby.
 - (c.) All requisite corporate action has been taken by District preliminary to the entering into of this Agreement and the execution and delivery of the documents required to be executed by District hereunder, and the consummation of the transaction contemplated hereby.
 - (d.) The person or persons executing this Agreement, and the documents required to be executed by District hereunder, on behalf of District, have the legal power, right and authority to do so.
 - (e.) Neither the execution and delivery of this Agreement or any documents referred to herein, nor the consummation of the transaction herein contemplated, conflict with or will result in the breach of any terms, conditions or provisions of, or constitute a

default under, any agreements or instruments to which District is a party or which otherwise affect District or the Property.

(f.) District has good and marketable fee simple title in and to the Property, subject only to those matters disclosed in Schedule B2 of the Title Commitment.

(g.) District has not received any written notice from any governmental authorities indicating that the existing use or condition of the Property, or any part thereof, or the intended use or condition of the Property, or any part thereof, violates any statute, ordinance, rule or regulation of any governmental authorities, and there is no plan, study or effort pending or, to the District's actual knowledge, threatened on the part of any governmental authorities which would in any way materially affect the intended use of the Property.

(h.) There are no proceedings, actions, litigation, bankruptcy petitions, judgments, or claims of any nature whatsoever, pending or, to the best of District's actual knowledge threatened, against District or the Property before any court, government, regulatory authority, or administrative forum which would in any way be binding upon City or its successors or assigns, or affect or limit City's or its successors' or assigns', full use and enjoyment of the Property or which would limit or restrict District's right or ability to enter into this Agreement and consummate the sale and purchase contemplated hereby.

(i.) There are no leases or occupancy agreements materially affecting the Property and no prior sale agreements, options or rights of first refusal have been entered into or granted by District with respect to the Property, or any portion thereof, which are effective as of the date hereof.

(j.) As of the date hereof, and as of the Closing Date, there shall be no parties in possession of any portion of the Property except District unless otherwise agreed to herein this Agreement.

(k.) To the best of District's knowledge, District represents and warrants that between May 16, 2006 and the Effective Date of this Agreement (a) No underground storage tanks have been constructed within the boundary of Property or have existed during the period of District's ownership; (b) No environmental actions have been initiated or threatened by any governmental entity or third party concerning the Property or activities occurring upon the Property; and (c) District has not received any notice, complaint, correspondence, inquiry or other communication from any governmental agency or third party concerning the environmental condition of Property, or alleging the violation of any Environmental Laws occurring on or about the Property, including violations involving air, subsurface soil or water.

For the purposes of this Section 7(k.), "Environmental Laws" shall include any federal, state, or local law, statute, regulation, rule, ordinance, administrative ruling or court ruling of whatever nature creating liability for the treatment, storage, disposal, arranging, or the existence on the Property to be conveyed of any hazardous or toxic substance,

including their constituents, whether currently existing or hereafter amended or enacted, pertaining to the protection of the environment, the protection of the health or safety of persons or natural resources, or contamination or pollution to the environment, to include without limitation the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Federal Resource Conservation and Recovery Act, Toxic Substance Control Act, and Superfund Amendments and Reauthorization Act of 1986, each as subsequently amended.

8. Representations of City. City hereby represents and warrants to District, which representation and warranty shall continue to be true as of, and shall survive (for a period of 24 months) Closing, as follows:

(a.) City is duly organized and existing under the laws of the State of Nebraska.

(b.) City has the legal power, right and authority to enter into this Agreement and to execute and deliver all documents required hereunder to be executed by City in order to consummate the transaction contemplated hereby.

(c.) All requisite action (municipal or otherwise) has been taken by City preliminary to the entering into of this Agreement and the execution and delivery of the documents required to be executed by City hereunder, and the consummation of the transaction contemplated hereby.

(d.) The person or persons executing this Agreement, and the documents required to be executed by City hereunder, on behalf of City, have the legal power, right and authority to do so.

(e.) Neither the execution and delivery of this Agreement or any documents referred to herein, nor the consummation of the transaction herein contemplated, conflict with or will result in the breach of any terms, conditions or provisions of, or constitute a default under, any agreements or instruments to which City is a party or which otherwise affect City.

9. Title Insurance/Survey. After the Effective Date, a Commitment for Title Insurance from Omaha National Title (the "Title Commitment") shall be attached hereto as Exhibit "F" and incorporated herein by this reference; the Title Commitment shall show title to the Property in District subject only to the exceptions listed in Schedule B2. In the event City objects to any of the exceptions listed in Schedule B2 of the Title Commitment or any matters not disclosed in Exhibit "F" encumber title to the Property between the date of this Agreement and the Closing Date, City shall have the right to deliver written notice of its object to such matters. In the event that District is unable to correct such objections prior to the Closing Date, then City may elect to either (i) waive the uncured objections and proceed to Closing, or (ii) terminate this Agreement by written notice to District, in which event the parties shall have no further rights or obligations under this Agreement except those that expressly survive termination. District represents and warrants that, absent City's prior written consent, District will take no actions between the date of the Title

Commitment and the Closing Date which would create any lien, encumbrance, restriction or condition not set forth on Exhibit "F" or allowed by this Agreement. The cost of title insurance shall be paid by City. City may, at its cost, obtain a survey of the Property. District shall pay the Documentary Revenue stamps on the Deed (if any) and the remainder of the closing costs shall be handled and or prorated in the customary manner in Douglas County, Nebraska.

10. City Conditions. Notwithstanding anything in this Agreement to the contrary, City's obligations under this Agreement shall be subject to the satisfaction of the following conditions precedent:

(a.) All of District's representations and warranties shall be true and accurate as of the Closing Date.

(b.) District shall have observed and performed all of District's covenants and agreements contained herein.

11. District Conditions. Notwithstanding anything in this Agreement to the contrary, District's obligation to sell the Property shall be subject to the satisfaction of the following conditions:

(a.) All of City's representations and warranties shall be true and accurate as of the Closing Date.

(b.) City shall have observed and performed all of Buyer's covenants and agreements contained herein.

12. Mutual Release. On the Closing Date each party to this Agreement, for itself and its successors and assigns, fully and completely releases, acquits, waives, and forever discharges the other, and its respective current and former board members, council members, elected officials, representatives, and agents, from any and all attorneys' fees, claims, causes of action, rights, debts, damages, demands of any kind whatsoever, whether known or unknown, contingent or noncontingent, that either party may now or in the future have against the other party that arise out of or relate in any way to the obligations, duties, benefits or burdens of either party in connection with Exhibits "B" and "C", attached hereto, it being the intention of the parties that the consideration flowing to each party under this Agreement constitutes a full, complete, final and irrevocable settlement and resolution of any such issues, rights, claims, causes of action, damages, rights, debts, damages, demands of any kind whatsoever, whether known or unknown, contingent or noncontingent, arising in connection with Exhibits "B" and "C." The foregoing mutual release covers all matters arising in connection with Exhibits "B" and "C," whether at common law, contract, tort, warranty or misrepresentation, or pursuant to any breach or violation of any statute, ordinance, zoning provision, rule, regulation or constitutional provision. The foregoing mutual release shall become effective as of Closing.

13. Operation of Property/Expenses/Maintenance. Between the date of this Agreement and the Closing Date, District shall continue to operate the Property as a fire station and shall continue to pay all costs of maintaining and operating the Property, including all utilities, insurance costs, all costs of labor, material and supplies for the maintenance, repair, replacement and operation of the Property.

14. Personal Property at Risk of District. All personal property in the Property shall be at the risk of District only. City shall not be liable for any damage to any property of District or its agents or employees in the Property caused by any reason whatsoever, including, without limitation, fire, theft, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue or flow into the Property.

15. Liability Insurance. District has disclosed its liability insurance coverage on the Property to City. District shall continuously maintain its existing liability insurance coverage from the date of this Agreement through the Closing Date

16. Damage by Fire or Casualty. District has disclosed its casualty insurance coverage on the Property to City and agrees to continuously maintain such coverage from the date of this Agreement through the Closing Date. If, after the date of this Agreement but prior to the Closing Date, the Property shall be destroyed or so damaged by fire or any other cause so as to render the Property unusable by District, then District shall use the insurance proceeds, to the extent sufficient, to rebuild the improvements on the Property to substantially the same condition they were on the date of this Agreement. District will, at all times, and upon written request, provide City with the details concerning the types and amounts of coverage on the improvements on the Property. If at any time City believes the types and amounts of coverage are inadequate for District to repair or rebuild the improvements on the Property, then it shall advise District in writing of any requested changes in the types or amounts of coverage and District will immediately cause its policy to be amended to provide for the requested changes, provided that City shall be responsible for any increases in the District's premium caused by such changes. Upon the request of City, and subject to District's insurance carrier's consent, City will be added to District's policy(s) as an additional named insured.

17. Representations and Warranties. This Agreement contains the entire agreement between the parties hereto, which can only be modified in writing, signed by both parties. City acknowledges that no oral or written representation, statements or warranties or promises have been made by District or its agents or employees or any persons purporting to represent it, except as written herein. Except as expressly set forth herein, at Closing City agrees to accept the Property in the same general condition it was in on the Effective Date, reasonable wear and tear excepted.

18. Notices. Any notice or demands given hereunder shall be in writing and personally delivered or sent by first class mail postage prepaid to:

City: City of Valley
203 North Spruce

Valley, NE 68064
Attn: Jim Kuester, City Adm.
Cindy Grove, Mayor

With a copy to:

Farnham & Griffin, P.C., L.L.O.
Att: Jeff Farnham
220 N. 89th St., Suite 201
Omaha, NE 68114

District: Valley Suburban Fire Protection District No. 5
Attn: Board President
210 W. Church St.
Valley, NE 68064

With a copy to:

Dvorak Law Group, LLC
Attn: Ryan M. Kunhart
9500 W. Dodge Rd., Ste. 100
Omaha, NE 68114

or at such other address as either party may from time to time designate in writing. Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or deposited in the United States mail in the manner prescribed herein.

19. Binding Effect. This Agreement shall be binding upon the parties, their successors and assigns and legal representatives and representations, promises and covenants contained herein shall survive Closing for a period of 24 months.

20. Brokers. Each party represents and warrants that no brokers or real estate agents have been involved in this transaction. Each party shall defend, indemnify and hold the other party harmless from all liability for brokerage commissions, finders' fees or the like arising in connection with this transaction by persons alleging to have been retained or engaged by said party.

21. Counterparts. This Agreement (including all amendments and addendums relating thereto) may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Facsimile or electronic mail transmission of a counterpart hereto shall constitute an original hereof.

22. Further Assurances. City and District each agrees and covenants, from time to time on or after the date hereof, upon the reasonable request of the other party, to execute and deliver such further documents or instruments and to take such further action as may be necessary in order to give effect to the agreement of the parties as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date

CITY:

CITY OF VALLEY, NEBRASKA, a Nebraska
Municipal Corporation

By: _____
Its: _____

DISTRICT:

VALLEY SUBURBAN FIRE PROTECTION
DISTRICT NO. 5, a political subdivision of the
State of Nebraska

By: _____
Its: _____

EXHIBIT "A"

Legal Description of Property

The Southerly 106 feet of the Westerly 206.02 feet of Tax Lot 7, together with the part of vacated Walnut Street adjoining on the West, located in the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 31, Township 16 North, Range 10 East of the 6th P.M., as surveyed, platted and recorded in Douglas County, Nebraska.

EXHIBIT "B"

Resolution No. 2006-35

(Attached)

RESOLUTION 2006-23

WHEREAS, the City of Valley, Douglas County, Nebraska, proposes to transfer title of the property known as 210 W. Church St., Valley, Nebraska to Valley Suburban Fire Protection District No. 5; and

WHEREAS, the Valley City Council has said quitclaim deed before it and has given it careful review and consideration; and

WHEREAS, the Valley City Council in regular session on May 16, 2006, authorized said quitclaim deed; and,

WHEREAS, the City of Valley, Douglas County proposes to enter into an agreement with Valley Suburban Fire Protection District No. 5 to utilize said property as a Fire Station; and

WHEREAS, the Valley City Council has said agreement before it and has given it careful review and consideration; and

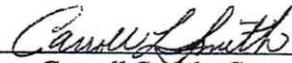
WHEREAS, the Valley City Council in regular session on May 16, 2006, authorized said agreement;

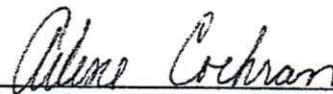
NOW, THEREFORE, BE IT RESOLVED THAT Valley City Council consents to and approves said quitclaim deed and agreement and authorizes Mayor Mary Caffey to execute the quitclaim deed and agreement on behalf of the City of Valley, a copy of which is marked "Exhibits A and B" respectively and attached hereto and made a part hereof by reference.

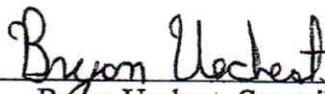
DATED THIS 16th day of May, 2006.

CITY OF VALLEY, DOUGLAS
COUNTY, NEBRASKA


Mary Caffey, Mayor


Carroll Smith, Council Member


Arlene Cochran, Council Member


Bryon Ueckert, Council Member


Cal Peacock, Council President


Joan Suhr, City Clerk

EXHIBIT “C”

Agreement Effectuating Resolution No. 2006-35

(Attached)

AGREEMENT

Agreement made this 16th day of May, 2006 by and between the City of Valley, Douglas County, Nebraska and Valley Suburban Fire Protection District No. 5.

WITNESSETH:

WHEREAS, by Resolution of the City Council, the City of Valley, Douglas County, Nebraska, has agreed to convey title to the real estate occupied by the Fire Station to the Valley Suburban Fire Protection District No. 5 upon the express condition that the following premises will be utilized forever as a Fire Station and that in the event said premises are ever utilized for a purpose other than a Fire Station by Grantee or any other person or entity, then the title to said premises shall automatically revert back to the City of Valley; and

WHEREAS, the City of Valley has this date executed a Quitclaim Deed in favor of the Fire District of the real estate utilized as a Fire Station, to-wit:

The Southerly 106 feet of the Westerly 203.02 feet of Taxlot 7, together with the part of vacated Walnut Street adjoining on the West, located in the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 31, Township 16 North, Range 10 East of the 6th P.M., as surveyed and recorded in Douglas County, Nebraska.

NOW, THEREFORE, it is agreed as follows:

In the event that said premises shall cease to be utilized for a purpose other than a Fire Station by Grantee or any other person or entity, then the said Fire District shall convey said property back to the City of Valley and the Valley Suburban Fire Protection District No. 5 shall execute and deliver to the City of Valley a Quitclaim Deed reconveying title to said premises. If for any reason, it shall be determined that said reverter is invalid or illegal, then in that event, the said Fire District agrees to pay to the City of Valley the fair market value of said premises as of the date the reverter would have otherwise taken place.

IN WITNESS WHEREOF, the Valley Suburban Fire Protection District No. 5 has caused these presents to be executed by its Chairman this 16th day of May, 2006.

CITY OF VALLEY, NEBRASKA

VALLEY SUBURBAN FIRE PROTECTION
DISTRICT NO. 5

By: Mary Cuff
Title: Mayor

By: Robert E. Carlson
Title: B.M. VICE-PRES

EXHIBIT "D"

Quitclaim Deed

(Attached)



DEED 2006075625



JUL 06 2006 10:17 P 2

| |
|-----------|
| Nebr Doc |
| Stamp Tax |
| 7/6/06 |
| Date |
| \$ Ex 2 |
| By JB |

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
7/6/2006 10:17:21.15



2006075625

[Space Above This Line For Recording Data]

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that

The City of Valley, Douglas County, Nebraska, organized and existing under and by virtue of the laws of the State of Nebraska, Grantor, for and in consideration of the sum of Two Dollars (\$2.00) and other good consideration and in hand paid does hereby quitclaim and transfer to Valley Suburban Fire Protection District No. 5 of the County of Douglas and State of Nebraska, Grantee, all its right, title and interest in and to the following described real estate situated in Douglas County, and State of Nebraska, to-wit:

The Southerly 106 feet of the Westerly 203.02 feet of Taxlot 7, together with the part of vacated Walnut Street adjoining on the West, located in the Southwest 1/4 of the Northwest 1/4 of Section 31, Township 16 North, Range 10 East of the 6th P.M., as surveyed and recorded in Douglas County, Nebraska.

The above described premises are conveyed to grantee under the express and restricted provision that said premises will be utilized by grantee forever as a Fire Station and that in the event said premises are ever utilized for a purpose other than a Fire Station by grantee or any other person or entity, then the title to said premises shall automatically revert back to the City of Valley, Douglas County, Nebraska, it being the sole intention of the grantor that said premises shall perpetually be used as a Fire Station. This reverter provision shall run with the land.

TO HAVE AND TO HOLD the said premises above described, together with all the Tenements, Hereditaments and Appurtenances thereunto belonging unto the said grantee(s).

IN TESTIMONY WHEREOF, the said Grantor has caused these presents to be executed by its Mayor this 16th day of May, 2006.

CITY OF VALLEY, DOUGLAS COUNTY,
NEBRASKA

Attest:

Joan Suhr

By: [Signature]
Mayor

FSC/330586.1

RETURN:

MR. FREDERIC CASSMAN
8712 W. DODGE RD STE 300
OMAHA, NE 68114

| | |
|-----------|----------------------|
| deed | _____ |
| FEE 10.50 | FB _____ |
| BKP _____ | C/O _____ COMP _____ |
| DEL _____ | SCAN _____ FV _____ |

Cash
B

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 23rd day of May, 2006 before me, the undersigned, a Notary Public in and for said county, personally came Mary Caffey, Mayor of the City of Valley, Douglas County, Nebraska, personally known to be the Mayor and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be her voluntary act and deed as such mayor and the voluntary act and deed of said City.

Witness my hand and Notarial Seal at _____ in said county the day and year last above written.



Notary Public

My Commission Expires:

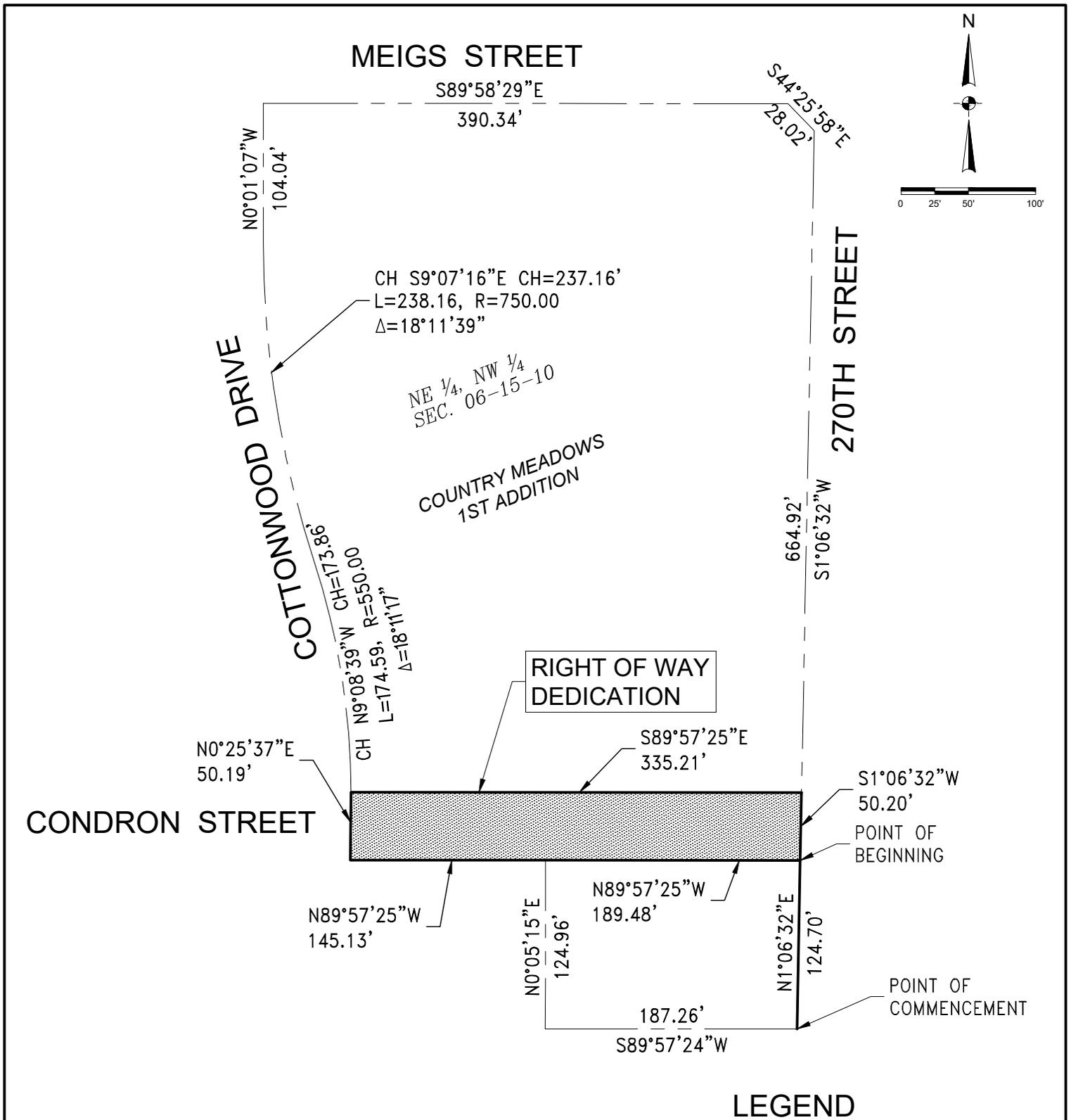
March 5, 2010



EXHIBIT “E”

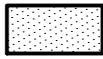
Depiction of Public Right of Way on Site

(Attached)



RIGHT OF WAY DEDICATION

LEGEND



PROPOSED RIGHT OF WAY DEDICATION

LEGAL DESCRIPTION

RIGHT OF WAY DEDICATION OVER PART OF LOT 37, COUNTRY MEADOWS 1ST ADDITION, A SUBDIVISION, AS SURVEYED, PLATTED & RECORDED IN DOUGLAS COUNTY, NEBRASKA, BEING SITUATE IN PART OF THE NORTHWEST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) SECTION 06, TOWNSHIP 16 NORTH, RANGE 10 EAST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 37;
 THENCE N1°06'32"E ALONG THE EAST LINE OF SAID LOT 37 AND BEING THE WEST RIGHT OF WAY LINE OF 270TH STREET 124.70 FEET TO THE POINT OF BEGINNING;
 THENCE N89°57'25"W 189.48 FEET TO THE CORNER OF SAID LOT 37;
 THENCE CONTINUING N89°57'25"W 145.13 FEET ALONG THE SOUTH LINE OF SAID LOT 37 TO THE WEST LINE OF SAID LOT 37 AND THE EAST RIGHT OF WAY OF COTTONWOOD DRIVE;
 THENCE N0°25'37"E 50.19 FEET ALONG SAID WEST LINE OF LOT 37 AND BEING THE EAST RIGHT OF WAY OF COTTONWOOD DRIVE;
 THENCE S89°57'25"E 335.21 FEET TO SAID EAST LINE OF LOT 37 AND THE WEST RIGHT OF WAY LINE OF 270TH STREET;
 THENCE S1°06'32"W 50.20 FEET ALONG SAID EAST LINE OF SAID LOT 37 AND THE WEST RIGHT OF WAY LINE OF 270TH STREET TO THE POINT OF BEGINNING.
 SAID PARCEL CONTAINS 16,808.81 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION

EXHIBIT A

| | | | |
|---|---|--------------------------------------|---|
| PROJECT NO. 21-03 DATE DECEMBER 2021 | RIGHT OF WAY DEDICATION LOT 37, COUNTRY MEADOWS 1ST ADD. SEC. 6, T15N, R10E | FIRE STATION VALLEY, NEBRASKA | OLMSTED & PERRY CONSULTING ENGINEERS INC. 12100 WEST CENTER ROAD SUITE 803 OMAHA, NEBRASKA |
|---|---|--------------------------------------|---|

EXHIBIT "F"

Title Commitment

(To Be Attached)

RESOLUTION NO. 2022-06

WHEREAS, the City of Valley, Douglas County, Nebraska, proposes to enter into a purchase agreement between the City of Valley and Midwest Alarm Company and

WHEREAS, the Valley City Council in regular session on January 11th, 2022, 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 11th day of January, 2022.

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



Midwest Alarm

Fire & Security Systems

South Dakota

2300 S. Dakota Ave
Sioux Falls, SD 57105

(800) 303-1709 • midwestalarm.com • sales@midwestalarm.com

Iowa

1104 6th Street
Sioux City, IA 51101

Nebraska

4611 S. 96th St. #166
Omaha, NE 68127

• Access Control • Audio Systems • Fire Alarms • Intercoms • Security Systems • Surveillance Systems • Smart Home Systems
The Region's Only 24 Hour U.L. Listed Monitoring Center

CUSTOMER QUOTATION NO. 18011

City of Valley
203 N Spruce St
Valley NE 68064

Date: 10/07/2021
Quote No: 18011
Site: City of Valley, 203 N Spruce St
Valley
Site Address: 203 N Spruce St
Valley NE 68064
Salesperson: Jerry Keefe
Valid For: 30 Day(s)

Re: City of Valley, 203 N Spruce St Valley

Security Installation

Security Installation

| Item | Quantity |
|--|----------|
| GREEN LCD W/SHORTCUT KEYS, WHITE FOR ALL PANELS | 2.00 |
| WIRELESS HIGH POWER RECEIVER FOR XR SERIES PANELS | 1.00 |
| WIRELESS REPEATER | 1.00 |
| UNIVERSAL WIRELESS TRANSMITTER | 9.00 |
| SWITCH MAG FLOOR 2'LEAD L-BRKT | 7.00 |
| WIEGAND INTERFACE MODULE | 4.00 |
| Proximity Technology Card Reader | 5.00 |
| Proximity Key Ring Tag, 10 Pack | 3.00 |
| SWITCH MAG 1" 1'LEAD BROWN | 6.00 |
| MOTION ACCESS REX WHITE | 5.00 |
| Electronic Locking hardware with Egress device for card reader doors. | 1.00 |
| MOTION 40x40 TRITECH PIR PET 100LB | 1.00 |
| WIRE 22-4 PLENUM | 250.00 |
| WIRE ACCESS 4ELEMENT PLENUM | 500.00 |
| 142 ZONES,DIALER/NET,350-G ENCL (INC 50VA TRNSFRMER) | 1.00 |
| PWR SUP 12/24VDC 4A W/CAB | 1.00 |
| PWR SUP 12/24VDC 2.5A CAB | 1.00 |
| INDOOR SIREN | 2.00 |
| CLIP-ON TAMPER SWITCH | 1.00 |
| Miscellaneous parts, testing, Programming, Network, Training, Phone AP, etc | 1.00 |
| Customer to provide 120V AC power at panel locations and Electronic Gate Location at Public Works Storage, Internet connectivity, City of Valley Network WIFI at Library, and adequate space for Panels | 1.00 |
| SCOPE OF WORK: CITY OFFICE / POLICE to include: 6--Perimeter Door Magnetic Sensors. 7--Overhead Door Magnetic Sensors | |



Midwest Alarm

Fire & Security Systems

South Dakota

2300 S. Dakota Ave
Sioux Falls, SD 57105

(800) 303-1709 • midwestalarm.com • sales@midwestalarm.com

Iowa

1104 6th Street
Sioux City, IA 51101

Nebraska

4611 S. 96th St. #166
Omaha, NE 68127

• Access Control • Audio Systems • Fire Alarms • Intercoms • Security Systems • Surveillance Systems • Smart Home Systems
The Region's Only 24 Hour U.L. Listed Monitoring Center

CUSTOMER QUOTATION NO. 18011

Security Installation

| Item | Quantity |
|--|-------------|
| 1--Motion Detection Systems | |
| 1--Keypad with built-in Panic and Duress. | |
| 1 -Wireless Receiver Included. | |
| 1 -Cellular Transmitter Included | |
| 1--Alarm Siren. | |
| 4--Proximity Technology Card Readers | |
| 4--Electronic Door locks with Egress | |
| 30-Proximiy Technology, Access Control Key Fobs | |
| 1--Virtual Keypad Cloud-based, Burglar Alarm / Access Control Software to be operated from Computer, Laptop, Tablet, or Smart Phone Included. | |
| SCOPE OF WORK: LIBRARY to include: | |
| 2--Perimeter Door Magnetic Sensors | |
| 1--Keypad with built-in Panic and Duress. | |
| 1--Alarm Siren. | |
| 1--Proximity Technology Card Reader | |
| 1--Electronic Door lock with Egress | |
| 1--Alarm Partition | |
| 1--Virtual Keypad Cloud-based, Burglar Alarm / Access Control Software to be operated from Computer, Laptop, Tablet, or Smart Phone Included, and 24-hr UL Central Station Monitoring required from Midwest Alarm Dispatch Center, is an additional \$ 88.50 Per Month | |
| EQUIPMENT IS PURCHASED, NOT LEASED. ACCESS CONTROL / BURGLAR ALARM DATA BASE IS OWNED BY CITY OF VALLEY, NOT ACCESS / ALARM VENDOR. | |
| LTE CELLULAR COMMUNICATOR W/ 381-2 CABLE XR panel | 1.00 |
| POE WIEGAND INTERFACE MODULE | 1.00 |
| Engineered Systems Technician Labor | |
| Discount | \$329.67 |
| Sub-Total ex Tax | \$11,896.26 |
| Tax | \$0.00 |
| Total inc Tax | \$11,896.26 |



Midwest Alarm
Fire & Security Systems

South Dakota

2300 S. Dakota Ave
Sioux Falls, SD 57105

(800) 303-1709 • midwestalarm.com • sales@midwestalarm.com

Iowa

1104 6th Street
Sioux City, IA 51101

Nebraska

4611 S. 96th St. #166
Omaha, NE 68127

• Access Control • Audio Systems • Fire Alarms • Intercoms • Security Systems • Surveillance Systems • Smart Home Systems
The Region's Only 24 Hour U.L. Listed Monitoring Center

CUSTOMER QUOTATION NO. 18011



Midwest Alarm

Fire & Security Systems

South Dakota

2300 S. Dakota Ave
Sioux Falls, SD 57105

(800) 303-1709 • midwestalarm.com • sales@midwestalarm.com

Iowa

1104 6th Street
Sioux City, IA 51101

Nebraska

4611 S. 96th St. #166
Omaha, NE 68127

• Access Control • Audio Systems • Fire Alarms • Intercoms • Security Systems • Surveillance Systems • Smart Home Systems
The Region's Only 24 Hour U.L. Listed Monitoring Center

ACCEPTANCE OF QUOTATION NO. 18011

City of Valley
203 N Spruce St
Valley NE 68064

Date: 10/07/2021
Quote No: 18011
Site: City of Valley, 203 N Spruce St
Valley
Site Address: 203 N Spruce St
Valley NE 68064
Salesperson: Jerry Keefe
Valid For: 30 Day(s)

Summary

Security Installation

| | |
|---|-------------|
| Security Installation - Includes discount of \$329.67 | \$11,896.26 |
| Discount | \$329.67 |
| Sub-Total ex Tax | \$11,896.26 |
| Tax | \$0.00 |
| Total inc Tax | \$11,896.26 |

A 50% deposit is due before this project can be started. Remainder due at project completion.

I accept the quote as detailed above. I acknowledge that I have read and understand all the terms and conditions detailed with this proposal.

Signed: _____ for City of Valley

Name: _____ Date: _____

Purchase Order No.: _____

Purchase Order Value: _____

**CUSTOMER AGREES TO
THE TERMS AND CONDITIONS BELOW:**



**MIDWEST ALARM COMPANY, INC.
Db a BCI INTEGRATED SOLUTIONS**

PHONE: (800) 303-1709 (MIDWEST) // (813) 249-1020 (BCI)
SALES@MIDWESTALARM.COM // SALES@BCIFL.NET

STANDARD TERMS AND CONDITIONS OF SALE

- 1. GENERAL.** The sale of the materials, services and equipment depicted on the Purchase Order to which this document makes reference are sold by Midwest Alarm Company, Inc. (hereinafter referred to as MAC) upon the following terms and conditions of sale. Such terms and conditions are made an integral part of the sales transaction with the customer ("Customer") in the same manner as if they were fully set forth in the Purchase Order. This document, together with the applicable Purchase Order of MAC, shall constitute the complete sales contract between MAC and Customer. Any attempt to change Such contract by oral representations or agreements, course of dealing, documentation or amendments to the Purchase Order are hereby rendered void and of no legal effect. Customer acknowledges that this document was received in advance of its purchase order.
- 2. Credit Approval Acceptance.** All purchase orders are subject to credit approval and acceptance by MAC.
- 3. Cancellations & Postponements.** Purchase orders which have been Accepted by Customer and MAC may be canceled by the Customer by written notice dated no later than ten (10) days following the date of such Acceptance, without the consent of MAC. Thereafter, such cancellation will not be allowed except by MAC's written consent.
- 4. Prices & Terms.** Prices quoted are binding on MAC for thirty (30) days from date of quotation; thereafter they are subject to change.
- 5. Taxes.** Prices quoted exclude sales, use, excise or other taxes. Any such taxes required to be imposed by local, state or federal taxing authorities shall be added to all quoted prices in all cases except where Customer provides an appropriate tax exemption certificate. Customer shall be ultimately responsible for payment of all applicable taxes, irrespective of whether same are included in MAC's invoice or not.
- 6. Terms of Payment/Security.** All invoices are payable to MAC at 2300 South Dakota Avenue, Sioux Falls, South Dakota, 57105, within thirty (30) days from the date of the invoice, unless otherwise specified on the face hereof. Amounts not timely paid shall accrue interest at the lesser of eighteen percent (18%) per annum. If, in the reasonable opinion of MAC, performance of the payment terms by the Customer becomes insecure, MAC may demand accelerated payment or withhold shipment of the goods ordered until full payment is made, or demand reasonable security prior to shipment. Customer grants to MAC as security interest in all products sold hereunder, which shall remain in effect until the full purchase price for such products is paid. For such purpose, this document may be filed as a financing statement.
- 7. Delivery & Acceptance.** Customer agrees to pay all shipping charges.
- 8. Return For Credit Unused Merchandise.** At its option MAC will accept returns for credit of only unused product in original packages and in condition that could be sold as new providing the item was purchased no more than 30 days prior to the date of the return. A twenty-five (25) percent restocking charge will apply on return of material purchased no more than 30 days prior. Material shipped COD which is returned as "Refused" by the Customer will be subject to a twenty-five (25) percent restocking charge. Special order items are not refundable.
- 9. Warranty & Limitations of Liability.**

Products. MAC warrants its installations to be free of defects in workmanship when used under normal use and service and in the manner specified by MAC for a period of one year from date of shipment to the Customer (termed the "Warranty Period"). Any claims for defective products hereunder shall be made in writing reasonably promptly upon delivery, but in any event within the Warranty Period. MAC honors the factory warranty of all products it sells.

Notice. Customer shall give prompt notice to MAC of defects, which it claims are covered by the warranty.

Limitations & Exclusions. Expendable items, such as fuses, batteries and the like, are excluded from coverage under this warranty. Further, MAC shall not be responsible for remedying defects caused by use of expendable items, replace parts, repairs, alterations, modifications or changes made by non-MAC or non-MAC authorized personnel. MAC shall not be responsible for damage or defects caused by shipment, improper storage, handling, installation, operation or maintenance. MAC's determination as to the cause of a claimed defect shall be conclusive.

Remedy. Customer's sole and exclusive remedy under this warranty shall be the repair or the replacement of the affected product(s), or refund of the purchase price of such product(s), at the sole option of MAC. After concluding the claim, MAC shall be entitled to the return of the defective product.

MAC disclaims all other warranties, whether expressed or implied, including, without limitation, the implied warranties of merchantability or fitness for a particular use. Customer acknowledges that no representative of MAC has authority to alter or broaden the terms of the warranty, orally or otherwise.
- 10. Limited Software Warranty.** All computer software sold by MAC shall be covered solely by written warranties, if any, set forth in the license agreement governing the use of the software. This is true whether such software is sold separately, or as part of a system or in conjunction with machinery or equipment.
- 11. Indemnity.** As partial consideration for the products sold and services rendered pursuant to this transaction, Customer hereby agrees to indemnify and hold harmless MAC, its officers, directors, employees, and related companies or entities, of and from all claims, actions or causes of action arising out of the sale, installation, maintenance, monitoring or servicing of the subject products, save and except for breach of contract or warranty, which shall be governed by the express terms contained in this agreement. All other claims, including those sounding in tort, and including, without limitation, negligence, wrongful death and products liability, shall be covered by this indemnity provision. It is the intent of the parties that this paragraph be given the broadest possible construction and legal effect.
- 12. Force Majeure.** MAC is absolved of any liability for losses, delays or non-delivery of products, or other failure to perform hereunder, resulting partially or totally from causes beyond its control. Such causes shall include strikes, labor disputes, unavailability of materials or transportation, acts of God, war, riot, natural disasters, or acts of Customer or its agent(s).
- 13. Notice.** All notices required or permitted to be given hereunder shall be in writing, and may be delivered by personal or courier receipted delivery, facsimile transmission, or certified with, return receipt requested. Delivery shall be complete on the date of receipt by the addressee at the address shown on the front of this order acknowledgement.
- 14. Governing Law.** This agreement shall be governed by South Dakota law. This agreement is performable in the City of Sioux Falls, Minnehaha County, South Dakota and venue of any judicial proceeding pertaining to this agreement shall be in such county.



Midwest Alarm

Fire & Security Systems

South Dakota

2300 S. Dakota Ave
Sioux Falls, SD 57105

(800) 303-1709 • midwestalarm.com • sales@midwestalarm.com

Iowa

1104 6th Street
Sioux City, IA 51101

Nebraska

4611 S. 96th St. #166
Omaha, NE 68127

• Access Control • Audio Systems • Fire Alarms • Intercoms • Security Systems • Surveillance Systems • Smart Home Systems
The Region's Only 24 Hour U.L. Listed Monitoring Center

CUSTOMER QUOTATION NO. 18137

City of Valley
203 N Spruce St

Date: 10/15/2021
Quote No: 18137
Site: City of Valley, Police Storage
Site Address: 212 N Walnut St
Valley
Salesperson: Jerry Keefe
Valid For: 30 Day(s)

Re: City of Valley, Police Storage

Security Installation

Security Installation

| Item | Quantity |
|---|----------|
| Alarm Control Communicator PKG with Cellular Transmitter, Wireless Receiver, Keypad, 3 wireless transmitter, Contacts, and wireless Motion. | 1.00 |
| Wireless Wiegand Interface Module | 0.00 |
| INDOOR SIREN | 1.00 |
| BATTERY 12V 7AH | 1.00 |
| SWITCH MAG FLOOR 2'LEAD L-BRKT | 4.00 |
| UNIVERSAL WIRELESS TRANSMITTER | 1.00 |
| PWR SUP 12/24VDC 2.5A CAB | 1.00 |
| SWITCH MAG 1" 1'LEAD BROWN | 1.00 |
| MOTION ACCESS REX WHITE | 1.00 |
| Electronic Door Lock with egress | 1.00 |
| CLIP-ON TAMPER SWITCH | 1.00 |
| SIREN/STROBE IN/OUTDR BLUE | 1.00 |
| WIEGAND INTERFACE MODULE | 1.00 |
| Proximity Technology Card Reader | 1.00 |
| WIRE 22-4 CL2 | 200.00 |
| SCOPE OF WORK: POLICE STORAGE to include: 1--Perimeter Door Magnetic Sensor. 4--Overhead Door Magnetic Sensors 2--Motion Detection Systems 1--Keypad with built-in Panic and Duress. 1 -Wireless Receiver Included. 1 -Cellular Transmitter Included 1--Interior Alarm Siren. 1--Exterior Flashing Blue Strobe Alarm Indicator 1--Proximity Technology Card Reader 1--Electronic Door lock with Egress, Latch Lock, Egress Handle, Lock Protector | 1.00 |



Midwest Alarm

Fire & Security Systems

South Dakota

2300 S. Dakota Ave
Sioux Falls, SD 57105

(800) 303-1709 • midwestalarm.com • sales@midwestalarm.com

Iowa

1104 6th Street
Sioux City, IA 51101

Nebraska

4611 S. 96th St. #166
Omaha, NE 68127

• Access Control • Audio Systems • Fire Alarms • Intercoms • Security Systems • Surveillance Systems • Smart Home Systems
The Region's Only 24 Hour U.L. Listed Monitoring Center

CUSTOMER QUOTATION NO. 18137

Security Installation

| Item | Quantity |
|--|------------|
| 1-Virtual Keypad Cloud-based, Burglar Alarm / Access Control Software to be operated from Computer, Laptop, Tablet, or Smart Phone Included, and 24-hr UL Central Station Monitoring required from Midwest Alarm Dispatch Center, is an additional \$ 38 .00 Per Month | |
| EQUIPMENT IS PURCHASED, NOT LEASED. ACCESS CONTROL / BURGLAR ALARM DATA BASE IS OWNED BY CITY OF VALLEY, NOT ACCESS / ALARM VENDOR. | |
| MOTION 40x40 TRITECH PIR PET 100LB | 2.00 |
| Miscellaneous parts, testing, Programming, Network, Training, Phone AP, etc | 1.00 |
| Engineered Systems Technician Labor | |
| Sub-Total ex Tax | \$4,483.69 |
| Tax | \$0.00 |
| Total inc Tax | \$4,483.69 |



Midwest Alarm
Fire & Security Systems

South Dakota

2300 S. Dakota Ave
Sioux Falls, SD 57105

(800) 303-1709 • midwestalarm.com • sales@midwestalarm.com

Iowa

1104 6th Street
Sioux City, IA 51101

Nebraska

4611 S. 96th St. #166
Omaha, NE 68127

• Access Control • Audio Systems • Fire Alarms • Intercoms • Security Systems • Surveillance Systems • Smart Home Systems
The Region's Only 24 Hour U.L. Listed Monitoring Center

CUSTOMER QUOTATION NO. 18137



Midwest Alarm

Fire & Security Systems

South Dakota

2300 S. Dakota Ave
Sioux Falls, SD 57105

(800) 303-1709 • midwestalarm.com

Iowa

1104 6th Street
Sioux City, IA 51101

Nebraska

4611 S. 96th St. #166
Omaha, NE 68127

sales@midwestalarm.com

• Access Control • Audio Systems • Fire Alarms • Intercoms • Security Systems • Surveillance Systems • Smart Home Systems
The Region's Only 24 Hour U.L. Listed Monitoring Center

ACCEPTANCE OF QUOTATION NO. 18137

City of Valley
203 N Spruce St

Date: 10/15/2021
Quote No: 18137
Site: City of Valley, Police Storage
Site Address: 212 N Walnut St
Valley
Salesperson: Jerry Keefe
Valid For: 30 Day(s)

| Summary | |
|------------------------------|-------------------|
| Security Installation | |
| Security Installation | \$4,483.69 |
| Sub-Total ex Tax | \$4,483.69 |
| Tax | \$0.00 |
| Total inc Tax | \$4,483.69 |

A 50% deposit is due before this project can be started. Remainder due at project completion.

I accept the quote as detailed above. I acknowledge that I have read and understand all the terms and conditions detailed with this proposal.

Signed: _____ for City of Valley

Name: _____ Date: _____

Purchase Order No.: _____

Purchase Order Value: _____

**CUSTOMER AGREES TO
THE TERMS AND CONDITIONS BELOW:**



**MIDWEST ALARM COMPANY, INC.
DbA BCI INTEGRATED SOLUTIONS**

PHONE: (800) 303-1709 (MIDWEST) // (813) 249-1020 (BCI)
SALES@MIDWESTALARM.COM // SALES@BCIFL.NET

STANDARD TERMS AND CONDITIONS OF SALE

- 1. GENERAL.** The sale of the materials, services and equipment depicted on the Purchase Order to which this document makes reference are sold by Midwest Alarm Company, Inc. (hereinafter referred to as MAC) upon the following terms and conditions of sale. Such terms and conditions are made an integral part of the sales transaction with the customer ("Customer") in the same manner as if they were fully set forth in the Purchase Order. This document, together with the applicable Purchase Order of MAC, shall constitute the complete sales contract between MAC and Customer. Any attempt to change Such contract by oral representations or agreements, course of dealing, documentation or amendments to the Purchase Order are hereby rendered void and of no legal effect. Customer acknowledges that this document was received in advance of its purchase order.
- 2. Credit Approval Acceptance.** All purchase orders are subject to credit approval and acceptance by MAC.
- 3. Cancellations & Postponements.** Purchase orders which have been Accepted by Customer and MAC may be canceled by the Customer by written notice dated no later than ten (10) days following the date of such Acceptance, without the consent of MAC. Thereafter, such cancellation will not be allowed except by MAC's written consent.
- 4. Prices & Terms.** Prices quoted are binding on MAC for thirty (30) days from date of quotation; thereafter they are subject to change.
- 5. Taxes.** Prices quoted exclude sales, use, excise or other taxes. Any such taxes required to be imposed by local, state or federal taxing authorities shall be added to all quoted prices in all cases except where Customer provides an appropriate tax exemption certificate. Customer shall be ultimately responsible for payment of all applicable taxes, irrespective of whether same are included in MAC's invoice or not.
- 6. Terms of Payment/Security.** All invoices are payable to MAC at 2300 South Dakota Avenue, Sioux Falls, South Dakota, 57105, within thirty (30) days from the date of the invoice, unless otherwise specified on the face hereof. Amounts not timely paid shall accrue interest at the lesser of eighteen percent (18%) per annum. If, in the reasonable opinion of MAC, performance of the payment terms by the Customer becomes insecure, MAC may demand accelerated payment or withhold shipment of the goods ordered until full payment is made, or demand reasonable security prior to shipment. Customer grants to MAC as security interest in all products sold hereunder, which shall remain in effect until the full purchase price for such products is paid. For such purpose, this document may be filed as a financing statement.
- 7. Delivery & Acceptance.** Customer agrees to pay all shipping charges.
- 8. Return For Credit Unused Merchandise.** At its option MAC will accept returns for credit of only unused product in original packages and in condition that could be sold as new providing the item was purchased no more than 30 days prior to the date of the return. A twenty-five (25) percent restocking charge will apply on return of material purchased no more than 30 days prior. Material shipped COD which is returned as "Refused" by the Customer will be subject to a twenty-five (25) percent restocking charge. Special order items are not refundable.
- 9. Warranty & Limitations of Liability.**

Products. MAC warrants its installations to be free of defects in workmanship when used under normal use and service and in the manner specified by MAC for a period of one year from date of shipment to the Customer (termed the "Warranty Period"). Any claims for defective products hereunder shall be made in writing reasonably promptly upon delivery, but in any event within the Warranty Period. MAC honors the factory warranty of all products it sells.

Notice. Customer shall give prompt notice to MAC of defects, which it claims are covered by the warranty.

Limitations & Exclusions. Expendable items, such as fuses, batteries and the like, are excluded from coverage under this warranty. Further, MAC shall not be responsible for remedying defects caused by use of expendable items, replace parts, repairs, alterations, modifications or changes made by non-MAC or non-MAC authorized personnel. MAC shall not be responsible for damage or defects caused by shipment, improper storage, handling, installation, operation or maintenance. MAC's determination as to the cause of a claimed defect shall be conclusive.

Remedy. Customer's sole and exclusive remedy under this warranty shall be the repair or the replacement of the affected product(s), or refund of the purchase price of such product(s), at the sole option of MAC. After concluding the claim, MAC shall be entitled to the return of the defective product.

MAC disclaims all other warranties, whether expressed or implied, including, without limitation, the implied warranties of merchantability or fitness for a particular use. Customer acknowledges that no representative of MAC has authority to alter or broaden the terms of the warranty, orally or otherwise.
- 10. Limited Software Warranty.** All computer software sold by MAC shall be covered solely by written warranties, if any, set forth in the license agreement governing the use of the software. This is true whether such software is sold separately, or as part of a system or in conjunction with machinery or equipment.
- 11. Indemnity.** As partial consideration for the products sold and services rendered pursuant to this transaction, Customer hereby agrees to indemnify and hold harmless MAC, its officers, directors, employees, and related companies or entities, of and from all claims, actions or causes of action arising out of the sale, installation, maintenance, monitoring or servicing of the subject products, save and except for breach of contract or warranty, which shall be governed by the express terms contained in this agreement. All other claims, including those sounding in tort, and including, without limitation, negligence, wrongful death and products liability, shall be covered by this indemnity provision. It is the intent of the parties that this paragraph be given the broadest possible construction and legal effect.
- 12. Force Majeure.** MAC is absolved of any liability for losses, delays or non-delivery of products, or other failure to perform hereunder, resulting partially or totally from causes beyond its control. Such causes shall include strikes, labor disputes, unavailability of materials or transportation, acts of God, war, riot, natural disasters, or acts of Customer or its agent(s).
- 13. Notice.** All notices required or permitted to be given hereunder shall be in writing, and may be delivered by personal or courier receipted delivery, facsimile transmission, or certified with, return receipt requested. Delivery shall be complete on the date of receipt by the addressee at the address shown on the front of this order acknowledgement.
- 14. Governing Law.** This agreement shall be governed by South Dakota law. This agreement is performable in the City of Sioux Falls, Minnehaha County, South Dakota and venue of any judicial proceeding pertaining to this agreement shall be in such county.

RESOLUTION NO. 2022-07

WHEREAS, the City of Valley, Douglas County, Nebraska, proposes to enter into a purchase agreement between the City of Valley and Bwconsulting and Accufund and

WHEREAS, the Valley City Council in regular session on January 11th, 2022, 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 11th day of January, 2022.

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

Proposal

After a detailed evaluation, the City of Valley recommends moving forward with AccuFund and SmartGov as the new software vendors. AccuFund will be used for financial accounting, utility billing and payroll / HR while SmartGov will be used for community development (permitting, inspections and licensing). These two solutions together fulfill the needs of the City and are the most cost effective options available. The City's ARPA funds will be used to purchase this software; ARPA funds can be used for this project as any projects that reduce the physical movement of papers and number of times things must be done in person can help to slow the spread of COVID-19.

| Vendor | Hosting Type | Costs | | |
|--------------------|-----------------------------|---------------------|---------------------|---------------------|
| | | Annual | Implementation | Total |
| Gworks (Current) | On Site | \$ 8,612.00 | \$ - | \$ 8,612.00 |
| Power Manager | On Site | \$ 7,194.00 | \$ 16,700.00 | \$ 23,894.00 |
| AccuFund | Cloud Based | \$ 15,168.00 | \$ 12,775.00 | \$ 27,943.00 |
| SmartGov | Cloud Based | \$ 7,122.64 | \$ 26,738.94 | \$ 33,861.58 |
| BS&A | Cloud Based | \$ 13,890.00 | \$ 102,615.00 | \$ 116,505.00 |
| Tyler Technologies | Cloud Based | \$ 46,744.00 | \$ 103,400.00 | \$ 150,144.00 |
| | | | | |
| | Total Proposed Costs | \$ 22,290.64 | \$ 39,513.94 | \$ 61,804.58 |

RESOLUTION NO. 2022-08

WHEREAS, the City of Valley, Douglas County, Nebraska, proposes to enter into a purchase agreement between the City of Valley and Dude Solutions and

WHEREAS, the Valley City Council in regular session on January 11th, 2022, 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 11th day of January, 2022.

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



October 22, 2021

RE: Valley Center & Meigs Warrant Analysis Proposal

Mr. Greg Perry
Olmsted & Perry Consulting Engineers Inc.
12100 West Center Road, Suite 803
Omaha, NE , 68144

Dear Mr. Perry,

This proposal describes the scope of services necessary to complete a warrant analysis study for the intersection of Center Street / 270th Street with Meigs Street, located in Valley, NE. The intersection is currently all-way stop-controlled. There are concerns about queues and operations at the intersection, especially on westbound approach. DC West Elementary & High School and 3M Valley are located north of the intersection. The information used to prepare this proposal is based on the information provided by you and previous studies within the area.

Scope of Services

The study will include an updated evaluation of MUTCD signal warrants for the intersection of Center Street / 270th Street with Meigs Street, as well as:

- A 13-hour traffic count, that includes both vehicle and pedestrian volumes, will be conducted at the intersection of Center Street / 270th Street with Meigs Street during regular school hours.
- Turn lanes at the intersection will be evaluated for all approaches of the intersection.
- Crash history will be reviewed as part of the warrant analysis using the past 3-5 years of crash information as provided by Douglas County (as available). Crashes will be summarized in a tabular format. Collision diagrams will not be prepared.
- A memo will be prepared outlining the results of this study. Recommendations will be developed for improvements based upon the updated counts, review of crash patterns, and speed analysis.
- We anticipate up to one meeting with Olmsted & Perry Consulting Engineers to discuss the findings of the study. This meeting may occur by telephone or video conferencing.

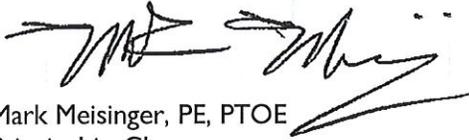
Fee Estimate and Schedule

FHU proposes to conduct the analysis for a lump sum amount of **\$4,000**. The initial findings will be completed within 28 days from notice to proceed. Upon receipt of review comments from Olmsted & Perry Consulting Engineers, FHU will finalize the study within two weeks.

If the conditions of this proposal are acceptable to you, please print and sign two copies of this letter, and mail or fax one copy to us for our files. In an effort to expedite the study, please call or send an e-mail with the signed proposal back as your acceptance. By signing this proposal, the client acknowledges the attached standard provisions. If you have any questions about this proposal, please contact Tim Adams or Mark Meisinger by email or at 402.445.4405.

Sincerely,

FELSBURG HOLT & ULLEVIG



Mark Meisinger, PE, PTOE
Principal-in-Charge



Timothy Adams, PE
Project Manager

Attachment:
FHU Letter Agreement Standard Provisions

Accepted By

Title

Date

Letter Agreement Standard Provisions

A. SERVICES BY THE CONSULTANT

The **CONSULTANT** agrees to perform all services, hereunder, using reasonable skill and judgment in accordance with applicable professional standards. **CONSULTANT** agrees to keep the **CLIENT** informed on its progress through periodic reports, and to maintain accurate records relating to its services for this project.

The **CONSULTANT** agrees to provide, directly or by association with such other Consultants or Contractors as it may deem necessary to further the interest of the **CLIENT**, the basic services as described in the Scope of Work provided in the signed Letter Proposal or Letter Agreement.

B. RESPONSIBILITIES OF THE CLIENT

The **CLIENT** shall provide and make available to the **CONSULTANT**, for his use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the **CONSULTANT** shall remain the property of the **CLIENT** and will be returned upon completion of its services.

The **CLIENT** shall make provisions for the **CONSULTANT** to enter upon public and private properties as required for the **CONSULTANT** to perform its services hereunder.

C. EXTRA WORK

The **CLIENT** may desire to have the **CONSULTANT** perform work or render services other than those provided in Scope of Work. This will be Extra Work. Work shall not proceed until so authorized by the **CLIENT**. Payment for all work under this Agreement shall be on an hourly basis plus expenses in accordance with the attached rate schedule. Charges for outside services, expenses, and subconsultant work will be billed at 1.10 times the invoice amount.

D. TIME OF BEGINNING AND COMPLETION

Execution of the Letter Proposal is authorization by the **CLIENT** for the **CONSULTANT** to proceed with the work (Time of Beginning). The original Time of Completion is as noted in the Letter Agreement.

E. PAYMENT

Unless otherwise provided herein, **CONSULTANT** shall submit monthly invoices for Basic, Additional or Special Services and for Reimbursable Expenses each month for work that has been performed. If hourly, invoices will be based on labor and expenses incurred. If lump sum, invoices will be based on the percentage of work completed.

Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month which is an annual interest rate of 12%. If any portion of, or an entire account remains unpaid 90 days after billing, the **CLIENT** shall pay all costs of collection, including reasonable attorney's fees.

F. DELAYS

If the **CONSULTANT** is delayed at any time in the progress of work by any act or neglect of the **CLIENT** or its agents, employees or contractors, or by changes in the work, or by

extended reviews by the **CLIENT**, fire, unavoidable casualties, or by any causes beyond the **CONSULTANT'S** control, the time schedule shall be extended for a reasonable length of time, and **CONSULTANT'S** compensation may be subject to renegotiation for increased expenses due to escalation of prices, extended services, rework, and/or other expenses incidental to such delays.

G. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work products developed by the **CONSULTANT** associated with this project are instruments of service for this project only and shall remain the property of the **CONSULTANT** whether the project is completed or not. The **CONSULTANT** shall furnish originals or copies of such work product to the **CLIENT** in accordance with the services required hereunder. Reuse of any of the work product of the **CONSULTANT** by the **CLIENT** on an extension of this project or on any other project without the written permission of the **CONSULTANT** shall be at the **CLIENT'S** risk and the **CLIENT** agrees to defend, indemnify, and hold harmless the **CONSULTANT** from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse by the **CLIENT** or by others acting through the **CLIENT**. Any reuse or adaptation of the **CONSULTANT'S** work product shall entitle the **CONSULTANT** to equitable compensation.

H. INSURANCE

During the course of the services, the **CONSULTANT** shall maintain Workmen's Compensation Insurance in accordance with the Workmen's Compensation laws of the State of Nebraska Professional Liability Insurance with a minimum coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate; Automobile Liability with a combined single limit coverage of \$1,000,000; and Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 aggregate. Upon request, the **CONSULTANT** shall provide certificates of insurance to the **CLIENT** indicating compliance with this paragraph.

I. TERMINATION

Either the **CLIENT** or the **CONSULTANT** may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. The **CLIENT** shall within sixty (60) calendar days of termination pay the **CONSULTANT** for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

J. DISPUTES

Any claim, dispute, or other matter in question between the **CLIENT** and the **CONSULTANT**, arising out of or relating to either's obligations to the other under this Agreement, shall, if possible, be resolved by negotiation between the **CLIENT'S** representative and the **CONSULTANT** Principal-in-Charge for the Project. **CLIENT** and **CONSULTANT** each commit to seeking resolution of such matters in an amicable, professional, and expeditious manner. If a matter cannot be resolved by these parties, no later than thirty (30) calendar days after either party submits an issue in writing for resolution,

representatives from executive management of the **CLIENT** and **CONSULTANT** shall attempt to resolve the matter through additional good faith negotiations. If resolution cannot be reached within an additional thirty (30) calendar days, the **CLIENT** and **CONSULTANT** agree that all such unresolved disputes shall be submitted to nonbinding mediation.

Pending final resolution of the dispute, the **CONSULTANT** shall proceed diligently with the performance of the Basic Services as described in Article A, as directed by the **CLIENT**, and the **CLIENT** shall continue to pay the undisputed payments due to the **CONSULTANT** for such services in accordance with the payment provisions of this Agreement.

K. GOVERNING LAW

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the law of the State of Nebraska.

L. SUCCESSORS AND ASSIGNS

The **CLIENT** and the **CONSULTANT** each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

M. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the **CONSULTANT** and any other consulting business, or contractor, or material supplier on the project, nor obligate it to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

N. NOTICES

All notices and instructions given by either party to the other shall be in writing, and shall be deemed to be properly served if delivered to the address of record shown below, or if deposited in the United States Mail properly stamped with the required postage and addressed to such party at the address in the Letter Proposal or Letter Agreement. The date of service of a notice sent by mail shall be deemed to be the day following the date on which said notice is so deposited. Either party hereto shall have the right to change its address by giving the other party written notice thereof.

O. ACCURACY OF SERVICES AND LIMITATION OF LIABILITY

The **CONSULTANT** shall use reasonable professional skill and judgment in providing the services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by the **CONSULTANT**, an error or omission is discovered within a reasonable time, the **CONSULTANT** shall be responsible for correction of any work which must be removed or altered to meet the project requirements, provided the **CONSULTANT** is given a

reasonable opportunity to make remedial recommendations and to correct or arrange for the correction of the work itself. The **CONSULTANT** will not be liable for the cost of procurement of work or services performed in correcting such errors and/or omissions where such work or services result in a value to the Project over and above that which the original work or services provided.

In providing opinions of probable construction cost, the **CLIENT** understands that the **CONSULTANT** has no control over costs or the price of labor, equipment, or materials, or the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made based on the **CONSULTANT'S** qualifications, and experience. The **CONSULTANT** makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

The **CONSULTANT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CLIENT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CONSULTANT'S** negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the **CONSULTANT** is legally liable.

The **CLIENT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CONSULTANT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CLIENT'S** negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the **CLIENT** is legally liable, and arising from the project that is the subject of this Agreement. **CLIENT'S** amount of indemnity or costs incurred in providing the indemnity shall be limited to the same amount as the **CONSULTANT'S** liability is listed below.

As negotiated as a part of this Agreement, to the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the **CONSULTANT** and the **CONSULTANT'S** officers, directors, partners, employees, agents and subconsultants, to the **CLIENT** and anyone claiming by, through or under the **CLIENT**, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the **CONSULTANT** or the **CONSULTANT'S** officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total amount of \$100,000.

Upon execution of the Letter Agreement or Letter Proposal, the **CLIENT** thereby agrees to the terms of these Special Provisions.

Change Order No. 1

Date of Issuance: December 17, 2021 Effective Date: January 11, 2022
 Owner: City of Valley Engineer: OLMSTED & PERRY CONSULTING ENGINEERS INC.
 Contractor: Western Engineering Company, Inc. Contractor's Project No.: 1
 Project: 2021 Street Pavement Resurfacing
 Contract Name: 2021 Street Pavement Resurfacing, Valley, NE
 Owner's Contract No.: 1 Engineer's Project No.: 2020-062

The Contract is modified as follows upon execution of this Change Order:

Description: Adjust project quantities for as-constructed conditions

Attachments: *[List documents supporting change]* ATTACHMENT NO. 1 TO CHANGE ORDER NO. 1

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i> |
|--|--|
| Original Contract Price: <u>\$1,422,955.37</u> | Original Contract Times: Substantial Completion: <u>October 15, 2021</u> Ready for Final Payment: <u>October 30, 2021</u> days or dates |
| Increase (Decrease) from previously approved Change Orders No. - to No. - : <u>\$0.00</u> | Increase (Decrease) from previously approved Change Orders No. - to No. - : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days |
| Contract Price prior to this Change Order: <u>\$1,422,955.37</u> | Contract Times prior to this Change Order: Substantial Completion: <u>October 15, 2021</u> Ready for Final Payment: <u>October 30, 2021</u> days or dates |
| Increase (Decrease) of this Change Order: <u>(\$70,462.01)</u> | Increase (Decrease) of this Change Order: Substantial Completion: <u>33</u> Ready for Final Payment: <u>73</u> days or dates |
| Contract Price incorporating this Change Order: <u>\$1,352,493.36</u> | Contract Times with all approved Change Orders: Substantial Completion: <u>November 17, 2021</u> Ready for Final Payment: <u>January 11, 2022</u> days or dates |

| | | |
|--|---|---|
| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
| By: _____ Engineer (if required) | By: _____ Owner (Authorized Signature) | By: <u>[Signature]</u> Contractor (Authorized Signature) |
| Title: <u>James J. Olmsted, PE</u> | Title: <u>Cindy Grove, Mayor</u> | Title: <u>Neal R. Smith</u> <u>Chief Financial Officer</u> |
| Date: _____ | Date: _____ | Date: <u>1-6-2022</u> |
| Approved by Funding Agency (if applicable) | | |
| By: _____ | Date: _____ | |
| Title: _____ | | |

Attachment No. 1 to Change Order No.: 1

Project: **2021 Street Pavement Resurfacing**

Dated: **January 11, 2022**

Project No. **2020-062**

| ITEM NO. | DESCRIPTION OF WORK | UNIT PRICE | UNITS | CONTRACT QUANTITY | ACTUAL CONSTRUCTED QUANTITY | QUANTITY CHANGE | CHANGE IN CONTRACT PRICE |
|--------------|---|------------|-----------|-------------------|-----------------------------|-----------------|--------------------------|
| 4 | BASE COURSE, HMA SPH PG 58V-34 | \$125.00 | 37.00 | 37.00 | 0.00 | -37.0 | -\$4,625.00 |
| 5 | LEVELING WEDGE COURSE, HMA TYPE LC PG 58V-34 | \$115.00 | 25.00 | 25.00 | 0.00 | -25.0 | -\$2,875.00 |
| 6 | SURFACE OVERLAY, HMA SLX PG 58V-34 | \$74.50 | 15,521.00 | 15,521.00 | 14,632.00 | -889.0 | -\$66,230.50 |
| 8 | JOINT REPAIR, PARTIAL DEPTH, HMA SPH PG 58V-34 | \$6.50 | 2,950.00 | 2,950.00 | 2,672.00 | -278.0 | -\$1,807.00 |
| 9 | CRUSHED ROCK FOR SHOULDERING | \$47.00 | 150.00 | 150.00 | 0.00 | -150.0 | -\$7,050.00 |
| 10 | INSTALL PERMANENT PAINT MARKING - 4" WHITE | \$0.13 | 65,168.00 | 65,168.00 | 68,707.00 | 3,539.0 | \$460.07 |
| 11 | INSTALL PERMANENT PAINT MARKING - 4" YELLOW | \$0.13 | 51,631.00 | 51,631.00 | 109,215.00 | 57,584.0 | \$7,485.92 |
| 14 | INSTALL PERMANENT TAPE MARKING - 12" WHITE, GROOVED | \$15.75 | 72.00 | 72.00 | 66.00 | -6.0 | -\$94.50 |
| 15 | INSTALL PERMANENT TAPE MARKING - 24" WHITE, GROOVED | \$31.50 | 78.00 | 78.00 | 74.00 | -4.0 | -\$126.00 |
| 16 | INSTALL PERMANENT PREFORMED MARKING TAPE SYMBOL - TYPE DIRECTIONAL ARROW, WHITE | \$550.00 | 10.00 | 10.00 | 18.00 | 8.0 | \$4,400.00 |
| TOTAL | | | | | | | -\$70,462.01 |

RESOLUTION NO. 2022 - 02

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

The certificate filed with the Clerk by the special engineer of the project, showing the amount of material furnished and work performed in the City under contract heretofore let for 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>1,352,493.36</u> |
| Net Change Orders | \$ <u>-70,642.01</u> | Amount Retained (10%) | \$ <u>0.00</u> |
| Current Contract Price | \$ <u>1,352,493.36</u> | Subtotal | \$ <u>1,352,493.36</u> |
| Balance to finish | \$ <u>0.00</u> | Payments to Date | \$ <u>1,204,838.31</u> |
| | | AMOUNT DUE THIS PAYMENT | \$ <u>147,655.05</u> |

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

WESTERN ENGINEERING COMPANY, INC. \$147,655.05

PASSED AND APPROVED this 11th day of January, 2022

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

Contractor's Application for Payment No. 5

| | | | |
|---|--|---|--|
| Application Period: 12/17/2021 | | Application Date: 12/17/2021 | |
| 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 |
| 1 | | \$70,462.01 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTALS | \$0.00 | \$70,462.01 |
| NET CHANGE BY CHANGE ORDERS | -\$70,462.01 | |

| | |
|---|-----------------|
| 1. ORIGINAL CONTRACT PRICE | \$ 1,422,955.37 |
| 2. Net change by Change Orders | \$ (70,462.01) |
| 3. Current Contract Price (Line 1 ± 2) | \$ 1,352,493.36 |
| 4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates) | \$1,352,493.36 |
| 5. RETAINAGE: | |
| a. 0% X \$1,352,493.36 Work Completed | \$ - |
| b. 0% X \$0.00 Stored Material | \$ - |
| c. Total Retainage (Line 5.a + Line 5.b) | \$ - |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c) | \$ 1,352,493.36 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) | \$ 1,204,838.31 |
| 8. AMOUNT DUE THIS APPLICATION | \$ 147,655.05 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above) | \$ - |

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  CFO

By: Neal R. Smith Date: 12/17/2021

Payment of: \$147,655.05

is recommended by:
(Engineer) _____ 1/5/2022
James J. Olmsted, P.E. (Date)

is approved by:
(Owner) _____ 1/11/2022
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: 5 | | | |
|---|---|---------------|------|-------------|--------------------------|------------------------------|---------------------------------|---------------------------------------|--|-----------|---------------------------|
| Application Period: 12/17/2021 | | | | | | | | Application Date: 12/17/2021 | | | |
| 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 | 111,170.00 | \$144,521.00 | | \$144,521.00 | 100.0% | \$0.00 |
| 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 | 14,632.00 | \$1,090,084.00 | | \$1,090,084.00 | 94.3% | \$66,230.50 |
| 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 | 68,707.00 | \$8,931.91 | | \$8,931.91 | 105.4% | -\$460.07 |
| 11 | INSTALL PERMANENT PAINT MARKING - 4" YELLOW | 51,631.00 | LF | \$0.13 | \$6,712.03 | 109,215.00 | \$14,197.95 | | \$14,197.95 | 211.5% | -\$7,485.92 |
| 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 | 66.00 | \$1,039.50 | | \$1,039.50 | 91.7% | \$94.50 |
| 15 | INSTALL PERMANENT TAPE MARKING - 24" WHITE, GROOVED | 78.00 | LF | \$31.50 | \$2,457.00 | 74.00 | \$2,331.00 | | \$2,331.00 | 94.9% | \$126.00 |
| 16 | TAPE SYMBOL - TYPE DIRECTIONAL ARROW, WHITE | 10.00 | EA | \$550.00 | \$5,500.00 | 18.00 | \$9,900.00 | | \$9,900.00 | 180.0% | -\$4,400.00 |

Progress Estimate - Unit Price Work

Contractor's Application

| For (Contract): 2021 Street Pavement Resurfacing, Valley, NE | | | | | | | | Application Number: 5 | | | |
|--|-------------|---------------|------|------------|--------------------------|------------------------------|---------------------------------|---------------------------------------|--|------------|---------------------------|
| Application Period: 12/17/2021 | | | | | | | | Application Date: 12/17/2021 | | | |
| 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 | | \$1,352,493.36 | \$0.00 | \$1,352,493.36 | 95% | \$70,462.01 |

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

CERTIFICATE OF SUBSTANTIAL COMPLETION

| | | | |
|-------------|--|---------------------------|----------------------------------|
| Owner: | CITY OF VALLEY | Owner's Contract No.: | 1 |
| Contractor: | WESTERN ENGINEERING COMPANY, INC. | Contractor's Project No.: | n/a |
| Engineer: | OLMSTED & PERRY CONSULTING ENGINEERS INC. | Engineer's Project No.: | 2020-062 |
| Project: | 2021 STREET PAVEMENT RESURFACING | Contract Name: | 2021 STREET PAVEMENT RESURFACING |

This final Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

December 2, 2021

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities: None As follows

Amendments to Contractor's responsibilities: None As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

None

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

| | | | | | |
|------------------------------|------------------------------|------------------------------|------------------------------|-----------------------------------|-----------------------------------|
| EXECUTED BY ENGINEER: | | RECEIVED: | | RECEIVED: | |
| By: _____ | By: _____ |
| (Authorized signature) | Owner (Authorized Signature) | Owner (Authorized Signature) | Owner (Authorized Signature) | Contractor (Authorized Signature) | Contractor (Authorized Signature) |
| Title: Project Manager | Title: Cindy Grove, Mayor | Title: _____ | Title: _____ | Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

Date of Issuance: January 5, 2022 Effective Date: January 11, 2022
 Owner: City of Valley, Nebraska Engineer: OLMSTED & PERRY CONSULTING ENGINEERS INC.
 Contractor: Vrba Construction, Inc. Contractor's Project No.: 1
 Project: Flat Water Improvements - Phase 3 Rebid (Sanitary Sewer, Storm Sewer and Water Main)
 Contract Name: Flat Water Improvements - Phase 3 Rebid (Sanitary Sewer, Storm Sewer and Water Main), Valley, Nebraska
 Owner's Contract No.: 1 Engineer's Project No.: 19062-01

The Contract is modified as follows upon execution of this Change Order:

Description:
 Add additional items for as constructed conditions
 Extend contract time for delays with UPRR for undercrossings

Attachments: *[List documents supporting change]* ATTACHMENT NO. 1 TO CHANGE ORDER NO. 2

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i> |
|--|--|
| Original Contract Price: \$1,255,876.25 | Original Contract Times: Substantial Completion: <u>October 1, 2020</u> Ready for Final Payment: <u>November 15, 2020</u> days or dates |
| Increase (Decrease) from previously approved Change Orders No. - to No. 1 : \$56,668.37 | Increase (Decrease) from previously approved Change Orders No. - to No. 1 : Substantial Completion: <u>180</u> Ready for Final Payment: <u>180</u> days |
| Contract Price prior to this Change Order: \$1,312,544.62 | Contract Times prior to this Change Order: Substantial Completion: <u>March 30, 2021</u> Ready for Final Payment: <u>May 14, 2021</u> days or dates |
| Increase (Decrease) of this Change Order: \$65,717.20 | Increase (Decrease) of this Change Order: Substantial Completion: <u>300</u> Ready for Final Payment: <u>298</u> days or dates |
| Contract Price incorporating this Change Order: \$1,378,261.82 | Contract Times with all approved Change Orders: Substantial Completion: <u>January 24, 2022</u> Ready for Final Payment: <u>March 8, 2022</u> days or dates |

RECOMMENDED: ACCEPTED: ACCEPTED:
 By: _____ By: _____ By: _____
 Engineer (if required) Owner (Authorized Signature) Contractor (Authorized Signature)
 Title: Project Engineer Title: Mayor Title: _____
 Date: _____ Date: _____ Date: _____
 Approved by Funding Agency (if applicable)
 By: _____ Date: _____
 Title: Manager EJCDC® C-941, Change Order.

Attachment No. 1 to Change Order No.: 2

Project: **Flat Water Improvements - Phase 3 Rebid (Sanitary Sewer, Storm Sewer and V**

Dated: **January 11, 2022**

Project No. **19062-01**

| ITEM NO. | DESCRIPTION OF WORK | UNIT PRICE | UNITS | CONTRACT QUANTITY | ACTUAL CONSTRUCTED QUANTITY | QUANTITY CHANGE | CHANGE IN CONTRACT PRICE |
|--------------|---|-------------|-------|-------------------|-----------------------------|-----------------|--------------------------|
| 66 | D: UNSUITABLE EXCAVATION DEBRIS (SANITARY SEWER NEAR MH4) | \$2,621.54 | LS | 0.0 | 1.0 | 1.0 | \$2,621.54 |
| 67 | F: PHASE 1 STORM DRAIN REPAIR; GRAVITY SANITARY SEWER EXTENSION TO LOT 1; FIRE HYDRANT REPAIR | \$18,902.38 | LS | 0.0 | 1.0 | 1.0 | \$18,902.38 |
| 68 | G: INSTALL METER PIT AT PHASE 2 ENTRANCE FOR IRRIGATION | \$2,222.34 | LS | 0.0 | 1.0 | 1.0 | \$2,222.34 |
| 69 | H: BORE CONDUITS FOR POWER AND IRRIGATION SLEEVE AT PHASE 2 ENTRANCE MEDIAN | \$10,624.05 | LS | 0.0 | 1.0 | 1.0 | \$10,624.05 |
| 70 | I: BORE CONDUITS FOR POWER AND IRRIGATION SLEEVE AT PHASE 2 EAST CULDESAC | \$10,478.98 | LS | 0.0 | 1.0 | 1.0 | \$10,478.98 |
| 71 | J: INSTALL 1"DIA. WATER IRRIGATION SERVICE FOR PHASE 2 CULDESAC | \$3,593.36 | LS | 0.0 | 1.0 | 1.0 | \$3,593.36 |
| 72 | K: BORE CONDUIT FOR IRRIGATION SLEEVE ACROSS PHASE 2 ENTRANCE WATER IRRIGATION SERVICE AT PHASE 3 EAST CULDESAC (PRIOR TO PAVING) | \$3,724.05 | LS | 0.0 | 1.0 | 1.0 | \$3,724.05 |
| 73 | O: REPAIR WATER VALVE BOXES ON PHASE 2 - EAST AND WATER SERVICE HIT BY UTILITY CONTRACTOR | \$6,017.64 | LS | 0.0 | 1.0 | 1.0 | \$6,017.64 |
| 74 | | \$1,614.86 | LS | 0.0 | 1.0 | 1.0 | \$1,614.86 |
| 75 | Q; REPAIR HYDRANT DAMAGED BY DEVELOPER | \$3,818.00 | LS | 0.0 | 1.0 | 1.0 | \$3,818.00 |
| 76 | R: UPRR SUPPLEMENTAL AGREEMENT - EXTENSION | \$2,100.00 | LS | 0.0 | 1.0 | 1.0 | \$2,100.00 |
| TOTAL | | | | | | | \$65,717.20 |

RESOLUTION NO. 2022 – 03

WHEREAS, on or about April 14, 2020, **Flatwater Lake, L.L.C.**, a Nebraska limited liability company and the **City of Valley, Nebraska** entered into an Irrevocable Letter of Credit Agreement wherein Flatwater and the City agree certain funds for Flatwater Lake – Phase Two and Flatwater Lake – Phase Three be secured by a loan obtained by the sub divider for distribution in accordance with the terms of this Agreement.

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

WHEREAS, the sum of Sixty-eight thousand eight-hundred forty-three dollars & 84/100 (\$68,843.84), is due to Vrba Construction pursuant to Application for Payment No. 7, as submitted by Olmsted & Perry Consulting Engineers, Engineers for the City of Valley; and

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

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

1. Union Bank & Trust is hereby authorized and directed to disburse to Vrba Construction the sum of Sixty-eight thousand eight-hundred forty-three dollars & 84/100 (\$68,843.84) as payment due pursuant to Application for Payment No. 7 dated January 5, 2022 for Flatwater Lake Phase 3 Rebid - Utility Extensions.

PASSED AND APPROVED THIS 11th DAY OF January, 2022

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

Contractor's Application for Payment No. 7

| | | | |
|---|--|--|--|
| Application Period: 12/1/2021 | | Application Date: 1/5/2022 | |
| To Owner: City of Valley, Nebraska | From Contractor: Vrba Construction, Inc. | Via (Engineer): OLMSTED & PERRY CONSULTING ENGINEERS INC. | |
| Project: Flat Water Improvements - Phase 3 Rebid (Sanitary Sewer, Storm Sewer and Water Main) | | Contract: Flat Water Improvements - Phase 3 Rebid (Sanitary Sewer, Storm Sewer and Water Main), Valley, Nebraska | |
| Owner's Contract No.: 1 | Contractor's Project No.: 1 | Engineer's Project No.: 19062-01 | |

| CHANGE ORDER SUMMARY | | |
|-----------------------------|--------------|------------|
| Number | Additions | Deductions |
| 1 | \$56,668.37 | |
| 2 | \$65,717.20 | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTALS | \$122,385.57 | \$0.00 |
| NET CHANGE BY CHANGE ORDERS | \$122,385.57 | |

| | |
|---|-----------------|
| 1. ORIGINAL CONTRACT PRICE | \$ 1,255,876.25 |
| 2. Net change by Change Orders | \$ 122,385.57 |
| 3. Current Contract Price (Line 1 ± 2) | \$ 1,378,261.82 |
| 4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates) | \$1,121,523.38 |
| 5. RETAINAGE: | |
| a. 5% X \$1,118,177.22 Work Completed | \$ 55,908.86 |
| b. 5% X \$3,346.16 Stored Material | \$ 167.31 |
| c. Total Retainage (Line 5.a + Line 5.b) | \$ 56,076.17 |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c) | \$ 1,065,447.20 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) | \$ 996,603.36 |
| 8. AMOUNT DUE THIS APPLICATION | \$ 68,843.84 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above) | \$ 312,814.62 |

Contractor's Certification
 The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the

Contractor Signature
 By: Joe Vrba Date: 01/05/2022

Payment of: \$68,843.84

is recommended by:
 (Engineer) James J. Olmsted, P.E. 1/5/2022 (Date)

is approved by:
 (Owner) City of Valley 1/11/2022 (Date)

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

Date of Issuance: January 5, 2022 Effective Date: January 11, 2022
 Owner: City of Valley Engineer: OLMSTED & PERRY CONSULTING ENGINEERS INC.
 Contractor: Thompson Construction Inc. Contractor's Project No.: 1
 Project: Falcon Business Park Sanitary Sewer & Water Main
 Contract Name: Falcon Business Park Sanitary Sewer & Water Main
 Owner's Contract No.: 1 Engineer's Project No.: 21-67

The Contract is modified as follows upon execution of this Change Order:

Description:
 Extend contract time to Spring 2022 for permanent seeding
 Adjust project quantities for as constructed conditions

Attachments: *[List documents supporting change]* ATTACHMENT NO. 1 TO CHANGE ORDER NO. 1

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i> |
|---|--|
| Original Contract Price: \$511,896.00 | Original Contract Times: Substantial Completion: <u>December 1, 2021</u> Ready for Final Payment: <u>December 31, 2021</u> days or dates |
| Increase (Decrease) from previously approved Change Orders No. - to No. - : \$0.00 | Increase (Decrease) from previously approved Change Orders No. - to No. - : Substantial Completion: <u>22</u> Ready for Final Payment: <u>0</u> days |
| Contract Price prior to this Change Order: \$511,896.00 | Contract Times prior to this Change Order: Substantial Completion: <u>December 23, 2021</u> Ready for Final Payment: <u>December 31, 2021</u> days or dates |
| Increase (Decrease) of this Change Order: (\$3,417.50) | Increase (Decrease) of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>120</u> days or dates |
| Contract Price incorporating this Change Order: \$508,478.50 | Contract Times with all approved Change Orders: Substantial Completion: <u>December 23, 2021</u> Ready for Final Payment: <u>April 30, 2022</u> days or dates |

RECOMMENDED: By: _____ Title: _____ Date: _____
 Engineer (if required)
 ACCEPTED: By: _____ Title: _____ Date: _____
 Owner (Authorized Signature)
 ACCEPTED: By: Kelly Johnson Title: President Date: 1/5/22
 Contractor (Authorized Signature)

Approved by Funding Agency (if applicable)
 By: _____ Date: _____
 Title: _____

Attachment No. 1 to Change Order No.: 1

Project: **Falcon Business Park Sanitary Sewer & Water Main**

Dated: **January 11, 2022**

Project No. **21-67**

| ITEM NO. | DESCRIPTION OF WORK | UNIT PRICE | UNITS | CONTRACT QUANTITY | ACTUAL CONSTRUCTED QUANTITY | QUANTITY CHANGE | CHANGE IN CONTRACT PRICE |
|----------|---|------------|-------|-------------------|-----------------------------|-----------------|--------------------------|
| 3 | CONSTRUCT 8"DIA. PVC SDR 35 SANITARY SEWER PIPE | \$86.00 | LF | 1,460.00 | 1,446.00 | -14.0 | -\$1,204.00 |
| 4 | CONSTRUCT 6"DIA. PVC SDR 26 SANITARY SEWER SERVICE | \$64.00 | LF | 215.00 | 259.00 | 44.0 | \$2,816.00 |
| 7 | CONSTRUCT 54" I.D. SANITARY SEWER MANHOLE INCL LINER /COATING | \$980.00 | VF | 50.20 | 46.70 | -3.5 | -\$3,430.00 |
| 14 | TESTING ALLOWANCE | \$2,200.00 | ALW | 1.00 | 0.75 | -0.2 | -\$541.25 |
| 18 | CONSTRUCT 12"DIA. D.I.P. CL 350 WATER MAIN | \$85.00 | LF | 757.00 | 764.00 | 7.0 | \$595.00 |
| 19 | CONSTRUCT 8"DIA. D.I.P. CL 350 WATER MAIN | \$55.00 | LF | 953.00 | 957.00 | 4.0 | \$220.00 |
| 20 | INSTALL TRACER WIRE | \$0.50 | LF | 1,710.00 | 1,721.00 | 11.0 | \$5.50 |
| 21 | BORING FOR 8"DIA. WATER MAIN | \$160.00 | LF | 30.00 | 35.00 | 5.0 | \$800.00 |
| 22 | INSTALL 8"DIA. R.S. MJ GATE VALVE W/ VALVE BOX | \$1,700.00 | EA | 3.00 | 2.00 | -1.0 | -\$1,700.00 |
| 34 | TESTING ALLOWANCE | \$1,200.00 | ALW | 1.00 | 0.18 | -0.8 | -\$978.75 |
| | TOTAL | | | | | | -\$3,417.50 |

RESOLUTION NO. 2022 – 04

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

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

WHEREAS, the sum of Eighteen thousand three-hundred seventy-five & 23/100 dollars, (\$18,375.23) is due to Thompson Construction Inc. pursuant to Application for Payment No. 3, as submitted by Olmsted & Perry Consulting Engineers, engineers for the City of Valley; and

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

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

1. Pinnacle Bank is hereby authorized and directed to disburse to Thompson Construction Inc. the sum of Eighteen thousand three-hundred seventy-five & 23/100 dollars (\$18,375.23) as payment due pursuant to Application for Payment No.3 dated January 5, 2022 for Falcon Business Park Sanitary Sewer and Water Main.

PASSED AND APPROVED THIS 11th DAY OF January, 2022

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

Contractor's Application for Payment No. 3

| | |
|--|---|
| Application Period: 1/5/2022 | Application Date: 1/5/2022 |
| To Owner: City of Valley, Nebraska | From Contractor: Thompson Construction Inc. |
| Project: Falcon Business Park Sanitary Sewer & Water Main | Via (Engineer): OLMSTED & PERRY CONSULTING ENGINEERS INC. |
| Contract: Falcon Business Park Sanitary Sewer & Water Main, Valley, NE | |
| Owner's Contract No.: 1 | Contractor's Project No.: 1 |
| | Engineer's Project No.: 21-34 |

| CHANGE ORDER SUMMARY | | |
|-----------------------------|-------------|------------|
| Number | Additions | Deductions |
| 1 | | \$3,417.50 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTALS | \$0.00 | \$3,417.50 |
| NET CHANGE BY CHANGE ORDERS | -\$3,417.50 | |

| | |
|---|---------------|
| 1. ORIGINAL CONTRACT PRICE | \$ 511,896.00 |
| 2. Net change by Change Orders | \$ (3,417.50) |
| 3. Current Contract Price (Line 1 ± 2) | \$ 508,478.50 |
| 4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates) | \$506,978.50 |
| 5. RETAINAGE: | |
| a. 2% X \$506,978.50 Work Completed | \$ 10,139.57 |
| b. 0% X \$0.00 Stored Material | \$ - |
| c. Total Retainage (Line 5.a + Line 5.b) | \$ 10,139.57 |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c) | \$ 496,838.93 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) | \$ 478,463.70 |
| 8. AMOUNT DUE THIS APPLICATION | \$ 18,375.23 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above) | \$ 11,639.57 |

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 *Kelly Thompson*
 By: Kelly Thompson Date: 01/05/2022

Payment of: \$18,375.23

is recommended by:
 (Engineer) _____ 1/6/2022
 James J. Olmsted, P.E. (Date)

is approved by:
 (Owner) _____ 1/11/2022
 City of Valley (Date)

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

Progress Estimate - Unit Price Work

Contractor's Application

| For Falcon Business Park Sanitary Sewer & Water Main, Valley, NE (Contract): | | | | | | | | Application Number: 3 | | | |
|---|---|---------------|------|-------------|--------------------------|------------------------------|---------------------------------|---------------------------------------|--|-----------|---------------------------|
| Application Period: 1/5/2022 | | | | | | | | Application Date: 1/5/2022 | | | |
| A | | | | | B | C | D | E | F | | G |
| Bid Item No. | Description | Item Quantity | Unit | Unit Price | Total Value of Item (\$) | Estimated Quantity Installed | Value of Work Installed to Date | Materials Presently Stored (not in C) | Total Completed and Stored to Date (D + E) | % (F / B) | Balance to Finish (B - F) |
| 1 | SITE PREPARATION / MOBILIZATION | 1.00 | LS | \$20,000.00 | \$20,000.00 | 1.00 | \$20,000.00 | | \$20,000.00 | 100.0% | \$0.00 |
| 2 | TRAFFIC CONTROL / BARRICADES | 1.00 | LS | \$750.00 | \$750.00 | 1.00 | \$750.00 | | \$750.00 | 100.0% | \$0.00 |
| 3 | CONSTRUCT 8"DIA. PVC SDR 35 SANITARY SEWER PIPE | 1,460.00 | LF | \$86.00 | \$125,560.00 | 1,446.00 | \$124,356.00 | | \$124,356.00 | 99.0% | \$1,204.00 |
| 4 | CONSTRUCT 6"DIA. PVC SDR 26 SANITARY SEWER SERVICE | 215.00 | LF | \$64.00 | \$13,760.00 | 259.00 | \$16,576.00 | | \$16,576.00 | 120.5% | -\$2,816.00 |
| 5 | CLOSED-CIRCUIT TELEVISION (CCTV) INSPECTION | 1,460.00 | LF | \$2.00 | \$2,920.00 | 1,460.00 | \$2,920.00 | | \$2,920.00 | 100.0% | \$0.00 |
| 6 | CONSTRUCT 8" x 6" WYE BRANCH | 2.00 | EA | \$300.00 | \$600.00 | 2.00 | \$600.00 | | \$600.00 | 100.0% | \$0.00 |
| 7 | CONSTRUCT 54" I.D. SANITARY SEWER MANHOLE INCL LINER /COATING | 50.20 | VF | \$980.00 | \$49,196.00 | 46.70 | \$45,766.00 | | \$45,766.00 | 93.0% | \$3,430.00 |
| 8 | DEWATERING - SANITARY SEWER & WATER MAIN | 2,217.00 | LF | \$30.00 | \$66,510.00 | 2,217.00 | \$66,510.00 | | \$66,510.00 | 100.0% | \$0.00 |
| 9 | CONSTRUCT 18" R.C.P., CLASS III STORM SEWER | 120.00 | LF | \$55.00 | \$6,600.00 | 120.00 | \$6,600.00 | | \$6,600.00 | 100.0% | \$0.00 |
| 10 | CONSTRUCT 18" R.C. FLARED END SECTION | 4.00 | EA | \$850.00 | \$3,400.00 | 4.00 | \$3,400.00 | | \$3,400.00 | 100.0% | \$0.00 |
| 11 | REMOVE HMA PAVEMENT & REPLACE W/ 9-INCH CONCRETE PAVEMENT | 82.00 | SY | \$125.00 | \$10,250.00 | 82.00 | \$10,250.00 | | \$10,250.00 | 100.0% | \$0.00 |
| 12 | DITCH EXCAVATION | 400.00 | LF | \$5.00 | \$2,000.00 | 400.00 | \$2,000.00 | | \$2,000.00 | 100.0% | \$0.00 |
| 13 | STAKING ALLOWANCE | 1.00 | ALW | \$3,900.00 | \$3,900.00 | 1.00 | \$3,900.00 | | \$3,900.00 | 100.0% | \$0.00 |
| 14 | TESTING ALLOWANCE | 1.00 | ALW | \$2,200.00 | \$2,200.00 | 0.75 | \$1,658.75 | | \$1,658.75 | 75.4% | \$541.25 |
| 15 | SITE PREPARATION / MOBILIZATION | 1.00 | LS | \$20,000.00 | \$20,000.00 | 1.00 | \$20,000.00 | | \$20,000.00 | 100.0% | \$0.00 |
| 16 | TRAFFIC CONTROL / BARRICADES | 1.00 | LS | \$500.00 | \$500.00 | 1.00 | \$500.00 | | \$500.00 | 100.0% | \$0.00 |

Progress Estimate - Unit Price Work

Contractor's Application

| For Falcon Business Park Sanitary Sewer & Water Main, Valley, NE (Contract): | | | | | | | | Application Number: 3 | | | |
|---|--|---------------|------|------------|--------------------------|------------------------------|---------------------------------|---------------------------------------|--|-----------|---------------------------|
| Application Period: 1/5/2022 | | | | | | | | Application Date: 1/5/2022 | | | |
| A | | | | | B | C | D | E | F | | G |
| Bid Item No. | Description | Item Quantity | Unit | Unit Price | Total Value of Item (\$) | Estimated Quantity Installed | Value of Work Installed to Date | Materials Presently Stored (not in C) | Total Completed and Stored to Date (D + E) | % (F / B) | Balance to Finish (B - F) |
| 17 | CONNECT TO EXG. 12"DIA. WATER MAIN | 2.00 | EA | \$1,600.00 | \$3,200.00 | 2.00 | \$3,200.00 | | \$3,200.00 | 100.0% | \$0.00 |
| 18 | CONSTRUCT 12"DIA. D.I.P. CL 350 WATER MAIN | 757.00 | LF | \$85.00 | \$64,345.00 | 764.00 | \$64,940.00 | | \$64,940.00 | 100.9% | -\$595.00 |
| 19 | CONSTRUCT 8"DIA. D.I.P. CL 350 WATER MAIN | 953.00 | LF | \$55.00 | \$52,415.00 | 957.00 | \$52,635.00 | | \$52,635.00 | 100.4% | -\$220.00 |
| 20 | INSTALL TRACER WIRE | 1,710.00 | LF | \$0.50 | \$855.00 | 1,721.00 | \$860.50 | | \$860.50 | 100.6% | -\$5.50 |
| 21 | BORING FOR 8"DIA. WATER MAIN | 30.00 | LF | \$160.00 | \$4,800.00 | 35.00 | \$5,600.00 | | \$5,600.00 | 116.7% | -\$800.00 |
| 22 | INSTALL 8"DIA. R.S. MJ GATE VALVE W/ VALVE BOX | 3.00 | EA | \$1,700.00 | \$5,100.00 | 2.00 | \$3,400.00 | | \$3,400.00 | 66.7% | \$1,700.00 |
| 23 | INSTALL 12"DIA. R.S. MJ GATE VALVE W/ VALVE BOX | 1.00 | EA | \$3,000.00 | \$3,000.00 | 1.00 | \$3,000.00 | | \$3,000.00 | 100.0% | \$0.00 |
| 24 | INSTALL 8x6" MJ SWIVEL TEE | 3.00 | EA | \$600.00 | \$1,800.00 | 3.00 | \$1,800.00 | | \$1,800.00 | 100.0% | \$0.00 |
| 25 | INSTALL 12x6" MJ SWIVEL TEE | 2.00 | EA | \$925.00 | \$1,850.00 | 2.00 | \$1,850.00 | | \$1,850.00 | 100.0% | \$0.00 |
| 26 | INSTALL 12x8" MJ CROSS & BLOCK | 1.00 | EA | \$1,050.00 | \$1,050.00 | 1.00 | \$1,050.00 | | \$1,050.00 | 100.0% | \$0.00 |
| 27 | INSTALL 8" MJ CAP & BLOCK | 2.00 | EA | \$330.00 | \$660.00 | 2.00 | \$660.00 | | \$660.00 | 100.0% | \$0.00 |
| 28 | INSTALL 12" MJ CAP & BLOCK | 1.00 | EA | \$575.00 | \$575.00 | 1.00 | \$575.00 | | \$575.00 | 100.0% | \$0.00 |
| 29 | INSTALL FIRE HYDRANT ASSEMBLY | 5.00 | EA | \$6,500.00 | \$32,500.00 | 5.00 | \$32,500.00 | | \$32,500.00 | 100.0% | \$0.00 |
| 30 | REMOVE & RESET FIRE HYDRANT | 1.00 | EA | \$3,100.00 | \$3,100.00 | 1.00 | \$3,100.00 | | \$3,100.00 | 100.0% | \$0.00 |
| 31 | SURFACE RESTORATION | 1.00 | EA | \$4,000.00 | \$4,000.00 | 1.00 | \$4,000.00 | | \$4,000.00 | 100.0% | \$0.00 |
| 32 | PERMANENT SEEDING - CITY/COUNTY/NRD MIX (WEST STREET & 276TH CIRCLE) | 1.00 | AC | \$1,500.00 | \$1,500.00 | | \$0.00 | | \$0.00 | | \$1,500.00 |

Progress Estimate - Unit Price Work

Contractor's Application

| For (Contract): Falcon Business Park Sanitary Sewer & Water Main, Valley, NE | | | | | | | | Application Number: 3 | | | |
|---|-------------------|---------------|------|------------|--------------------------|------------------------------|---------------------------------|---------------------------------------|--|------------|---------------------------|
| Application Period: 1/5/2022 | | | | | | | | Application Date: 1/5/2022 | | | |
| A | | | | | B | C | D | E | F | | G |
| Bid Item No. | Description | Item Quantity | Unit | Unit Price | Total Value of Item (\$) | Estimated Quantity Installed | Value of Work Installed to Date | Materials Presently Stored (not in C) | Total Completed and Stored to Date (D + E) | % (F / B) | Balance to Finish (B - F) |
| 33 | STAKING ALLOWANCE | 1.00 | ALW | \$1,800.00 | \$1,800.00 | 1.00 | \$1,800.00 | | \$1,800.00 | 100.0% | \$0.00 |
| 34 | TESTING ALLOWANCE | 1.00 | ALW | \$1,200.00 | \$1,200.00 | 0.18 | \$221.25 | | \$221.25 | 18.4% | \$978.75 |
| 35 | | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 36 | | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 37 | | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| Totals | | | | | \$511,896.00 | | \$506,978.50 | \$0.00 | \$506,978.50 | 99% | \$4,917.50 |

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