

**AGENDA**  
**VALLEY CITY COUNCIL**  
Tuesday, February 8, 2022  
City Hall  
203 North Spruce  
Valley, NE 68064  
7:00 PM

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 February 7, 2022 is on file in the office of the City Clerk.

7.E. JANUARY PAYROLL - \$51,498.58

JANUARY IRA - \$1,971.88

7.F. JANUARY KENO RECEIPTS - \$5,969.61

7.G. ACCEPT PEOPLESERVICE, INC., REPORT

7.H. ACCEPT November 18, 2021 Library Board Minutes

7.I. ACCEPT January Library Statistics

7.J. APPOINT Moria Winters to Library Board (Term to expire 02/2026)

The City Council reserves the right to enter into an executive session at any time during the meeting, in accordance with the Nebraska Open Meetings Act, even though the closed session may not be indicated on the agenda.

It is the intention of the City Council to take up the items on the agenda in sequential order. However, the City Council reserves the right to take up matters in a different order to accommodate the schedules of the City Council members, persons having items on the agenda, and the public.

- 7.K. SPECIAL DESIGNATED LICENSE FOR YMCA - MARCH 25, 2022
8. **FLOOD EDUCATION AND AWARENESS MONTH PROCLAMATION**
9. **VALLEY MARINE STORAGE - JAMES DEAN**
10. **SMALL DOG PARK UPDATE - DOUG EGGEN**
11. **FIREWORKS APPLICATIONS**
- 11.A. RESOLUTION NO. 2022-15 / Council consideration and action to approve fireworks application of Valley Days Foundation
- 11.B. RESOLUTION NO. 2022-16 / Council consideration and action to approve fireworks application of American Legion Post #58
12. **CLASS C LIQUOR LICENSE AND MANAGER APPLICATION - KIRRAL ENT.**
- Review of Application
  - Open Public Hearing
  - Close Public Hearing
  - Council consideration/action on applications
13. **RESOLUTION 2022-09 AGREEMENT AUTHORIZATION WITH MALLARD LAKE HOMEOWNERS ASSOCIATION**
14. **RESOLUTION 2022-10 PURCHASE AGREEMENT WITH SCANTRON**
15. **RESOLUTION 2022-12 - AGREEMENT AUTHORIZATION WITH BIG RED KENO**
16. **RESOLUTION 2022-13 - BKM Land Co. (Falcon Business Park) - Reimbursement**
17. **RESOLUTION 2022-14 AGREEMENT AUTHORIZATION WITH IBTS**
18. **BOND REDEMPTION AND ISSUANCE - JENNIFER KOBZA**
19. **MILEAGE RATE**
- Council consideration and action to set the mileage reimbursement rate at 58.5 cents per mile as set by the Internal Revenue Services
20. **CITY ENGINEER**
- 20.A. Flatwater Improvements Phase 3 Rebid (Sanitary Sewer, Storm Sewer & Water Main) Project
- 20.A.1. RESOLUTION 2022-11 - Approve payment by developer to Vrba Construction in the amount of \$76,831.79

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20.B. OTHER / MISCELLANEOUS

- Water Treatment Plant Expansion
- Falcon Business Park - W/S Update
- Country Aire Pumping Station - Upgrades
- West Street Pumping Station - Upgrades
- EAA Development
- Stillwater Development
- Ginger Cove Covered Bridge

21. **CITY ATTORNEY**

22. **MAYOR'S REPORT**

23. **UPCOMING ITEMS**

- 2022 Midwinter Conference - Feb. 28 - Mar. 1
- Planning Commission: No meeting in February

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# Douglas County

## Post-Gazette

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

### INVOICE - AFFIDAVIT OF PUBLICATION

INVOICE #	207897	DUE DATE	1/26/2023
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<b>BILL TO</b>
City of Valley P.O. Box 682 Valley, NE 68064

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

### DOUGLAS COUNTY POST-GAZETTE

News of Douglas County,

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

#### CITY OF VALLEY NOTICE OF MEETING & PUBLIC HEARING

Notice is hereby given that a meeting of the City of Valley will be held on Tuesday, February 8, 2022 at 7:00 p.m. at Valley City Hall.

PUBLIC HEARINGS will be held on the following:

Class C Liquor License and manager application for Kirral Enterprises LLC dba Spruce Street Tavern located at 327 North Spruce Street, Valley, NE.

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

CITY OF VALLEY  
Cheryl Eckerman, City Clerk

January 26 - 20 Ins  
ZNEZ

1	Successive Week(s)
Beginning with the issue of:	1/26/2022
and ending with the issue of:	1/26/2022
Publisher's fee at Legal Rate is:	<b>\$8.42</b>

Darren P. Ivy/Publisher

Summary Information	Weekly Cost
City of Valley - Notice of Meeting and Public Hearing February 8 - January 26	8.42

Subscribed and sworn before me, this 26 da  
of

January, 20 26

Notary Public  
ELIZABETH WHITE  
My Comm. Exp. December 22, 2022

MINUTES  
REGULAR MEETING

January 11, 2022

**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, Jim Kuester, city administrator and 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 Stanzel moved to approve the agenda. TenEyck seconded. Stanzel, TenEyck, Lewis and Ueckert voted YES. NO; no one, motion carried.

**7. Consent Agenda** – Council member Stanzel moved to approve the consent agenda. Ueckert seconded. Stanzel, Ueckert, Lewis and TenEyck voted YES. NO; no one, motion carried. Items on the consent agenda were to accept December 14 city council minutes; Treasurer's Report; December payroll \$116076.52, IRA \$2410.13, Keno Receipts \$7238.04, PeopleService Report, Library Statistics, approve checks issued during the month and the following bills presented for payment: **Supplies/Services/Utilities/Capital Outlay Purchases/Projects:** Advanced Heating 463.25; Ace Hardware 36.64; Amazon 1445.90; Aspen 141.14; Bomgaars 149.99; Black Hills 1809.65; NMC 6100.00; Core & Main 3966.40; Cox 1303.19; Daily Record 19.10; Datashiled 90.00; Gworks 8035.30; Gazette 8.42; Do. Co. Env. 629.60; Eakes Office 177.18; Everett's 632.69; Fastenal 15.63; Jeffrey Farnham P.C. 2872.50; Fremont Dept. of Utilities 31949.20; FNB Credit Card 2018.54; Justin Meader 566.50; Host Coffee 93.10; Hotsy 715.84; J.D. Car Wash 79.90; Justice Data Solutions 5000.00; Kansas Highway Patrol 26350.00; Kirby Auto 261.41; Larsen Int. 441.03; Loves 1700.63; Lowes 178.52; Matt Parrott-Storey Kenworthy 2480.62; M. Matzen 823.90; Menards 394.08; FNBT Mastercard 169.86; Nat. Drug Screening 420.00; NE ST Treas. 296.46; NDEE Swimming Pools 80.00; Olmsted & Perry 5800.34; OPPD 10940.64; Omaha Door 1998.50; OfficeNet 214.77; PeopleService 29243.00; Powertech 346.97; NE Child Support 894.47; Postmaster 569.68; Verizon 748.13; Accent Window 2762.00; Publication Printing 851.35; Waste Connections 85.67; Rasmussen Air & Gas 955.60; Staples 234.98; Sparq Data 3100.00; Vrba Const. 7047.50; Wiekhorst Arbor 2700.00; Western Engineering 147655.05; Scantron 670.00; Window Pro 40.00; **Taxes:** Federal 30990.95; State 4579.82; Sales Tax 2286.51; **Bond Payments:** FNB/bond 5962.50; FNB/bond 5962.50; Dept. of Env. Energy 19570.08; **Reimburse/Refund:** R. Coffey 1400.00; J. Deemer 1400.00; K. Muhle 1400.00; P. Ratigan 60.98; B. Smith 1400.00; D. Dunham 1400.00; J. Sullivan, LIM Const., Midwest Dwelling, Art of A Craftsman, T. Scheibhofer, R. Kerns, A. Gerhard, A. Ekeler, A. Williams, L. Bornemier 150.00 each; F. Falcone 1000.00; LIM Const.

1000.00; Charles Thomas Homes 1250.00; Archistructure 1000.00; BCL Properties 1000.00; Midwest Dwelling 2000.00; Falcone Homes 1000.00; **Ins:** Aflac 1330.11 Lincoln Financial 595.76; BCBS 8083.06; Morgan White 1010.58.

**8. Valley One Marathon Update** – No one was present to address this item.

**9. Small Dog Park Implementation Request** – Sonja Goldenstein, 207 W. Alexander Street, outlined her request for a separate dog park for smaller dogs to provide a safer environment for patrons with smaller dogs. After discussion, the council directed the public works superintendent to pursue options to divide the current dog park into sections for large and small dogs.

**10. Conditional Use Permit – 223 W. Meigs Street – Pole Design Building** – Greg Perry, city engineer, reviewed the request and explained that this lot is approximately 5 acres which is larger than the average lot size and that the code was modified to address this request. Also, the Planning Commission heard the request and recommended the issuance of a conditional use permit for the pole design building.

Mayor Grove opened the public hearing on the request. No public testimony was given and the public hearing was closed.

Council member TenEyck, introduced, read and moved for passage of Resolution No. 2022-09 to authorize the issuance of a conditional use permit to Kelly Hinrichs, 223 W. Meigs Street, to allow a pole design building to be built within the R2 Zoning District and to authorize the Zoning Administrator to execute said agreement for and on behalf of the City. 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.

**11. Bluewater Subdivision Lot Certification** – Mayor Grove stated that the list provided includes new home construction permits issued within the Bluewater Subdivision in 2021. This information is ultimately used for tax increment financing designation and sent to the Douglas County Treasurer's office for recording.

Council member Stanzel moved to approve the Bluewater Lot Certification as presented. Lewis seconded. Stanzel, Lewis, TenEyck and Ueckert voted YES. NO; no one, motion carried.

**12. Amendment of Resolution 2021-65** – Mayor Grove stated that Resolution 2021-65 was introduced, read and approved at the December 14, 2021 meeting. After which it was discovered that the reimbursement amount requested from BKM Land. Co. was listed incorrectly.

Council member Stanzel moved to amend the amount of reimbursement requested from BKM Land co. in Resolution 2021-65 from \$1,800.00 to \$2,821.84. TenEyck seconded. Stanzel, TenEyck, Lewis and Ueckert voted YES. NO; no one, motion carried.

**13. Resolution 2022-01 – SRF Loan Authorization** – Greg Perry, city engineer, stated that the SRF loan will be utilized for the water plant expansion, addition of two new supply wells and repainting of the water tower. It is a zero percent interest loan with a possibility of some loan forgiveness as well.

Council member Lewis introduced, read and moved for passage of Resolution 2022-01 authorizing Mayor Grove to execute said agreement and all other documents necessary to facilitate the loan between the Nebraska Department of Environment and Energy and the City of Valley for the purpose of repairing and improvement the City's Public Water System. Ueckert seconded. Lewis, Ueckert, 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.

**14. Resolution 2022-05 – Agreement with the Valley Suburban Fire Protection District No. 5** – Jeff Farnham, city attorney, summarized the proposed purchase agreement with the fire district. He noted collateral benefits to both entities resulting in a “win” “win” outcome for both the city and the fire department.

Amy Carlson, president of the Fire Protection District No. 5, stated that the district met prior to this meeting and supported the agreement.

Jim Thiessen, 117 W. Alexander Street, Bill Socha, 203 W. Alexander Street, Tyler Curtis, 223 E. Gardiner Street, Jim Swoboda, 25850 State Street, John Batcher, 72 Ginger Woods Road, were given three minutes to address the council and present their opinions on the subject.

Ryan Kunhart, attorney for the fire district, stated that he agreed with the city's attorney regarding the fairness of the agreement to both parties.

Council member Stanzel introduced, read and moved for passage of Resolution 2022-05 authorizing Mayor Grove to execute the purchase agreement with the fire district on behalf of the City of Valley. TenEyck seconded. Stanzel and TenEyck voted YES. NO; Ueckert. ABSTAIN: Lewis. Motion carried. A true correct and complete copy of said resolution is on file at city hall.

**15. Resolution 2022-06 – Agreement with Midwest Alarms** – Jim Kuester, city administrator, reviewed the bids received for upgrading the physical security at all city buildings. He stated that Midwest Alarm Fire & Security Systems provided the most robust offer with flexibility, timers and remote monitoring. Mayor Grove noted that ARPA (American Rescue Plan Act) funds can be used for this purchase.

Council member Ueckert introduced, read and moved for passage of Resolution 2022-06 authorizing Mayor Grove to execute an agreement with Midwest Alarms on behalf of the City of Valley. 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.

**16. Software System Upgrades** – Jim Kuester, city administrator, stated that the current software system is not very user friendly, has limitations, doesn't integrate with other systems and doesn't provide options to export or download data easily. Several vendors/systems were evaluated and he recommended Accufund for the financial accounting, utility billing and payroll modules and Dude Solutions for the Permits. It was noted that ARPA (American Rescue Plan Act) funds can also be used for this purchase.

Council member Stanzel introduced, read and moved for passage of Resolution 2022-07 authorizing Mayor Grove to execute an agreement on behalf of the City of Valley with AccuFund and Bwconsulting. Lewis seconded. Stanzel, Lewis, TenEyck and Ueckert voted YES. NO; no one, motion carried. A true, correct and complete copy of said resolution is on file at city hall.

Council member TenEyck introduced, read and moved for passage of Resolution 2022-08 authorizing Mayor Grove to execute an agreement on behalf of the City of Valley and Dude Solutions. 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. Traffic Study – Intersection of Center Street/270<sup>th</sup> & Meigs** – Greg Perry, city engineer, reviewed the proposal from Felsburg, Holt & Ullevig to complete a traffic study at this location. He noted DC West Schools and 3M contribute to the congestion at this intersection.

Council member Stanzel made a motion to allow FHU to move forward with the traffic analysis at the intersection of Center Street and 270<sup>th</sup> and Meigs Street for a lump sum amount of \$4,000.00. Lewis seconded. Stanzel, Lewis, TenEyck and Ueckert voted YES. NO; no one, motion carried. A true, correct and complete copy of said resolution is on file at city hall.

## **18. CITY ENGINEER**

**18. A. 2021 Street Resurfacing Project** – Greg Perry stated that this project is complete and recommended approval of Change Order No.1, Pay Application No. 5 and close out documents.

Council member Stanzel made a motion to approve Change Order No. 1 for a decrease amount of \$70,462.01. Lewis seconded. Stanzel, Lewis, TenEyck and Ueckert voted YES. NO; no one, motion carried.

Council member Lewis introduced, read and moved for passage of Resolution No. 2022-02 to approve Pay Application No. 5 (final) to Western Engineering in the amount of \$147,655.05. 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.

Council member Lewis moved to accept the Certificate of Substantial Completion for all work associated with the 2021 Street Pavement Resurfacing Project No. 2020-62. Council member Stanzel seconded. Lewis, Stanzel, TenEyck and Ueckert voted YES. NO; no one, motion carried.

**18. B. Flatwater Improvements Phase 3 Rebid (Sanitary Sewer, Storm Sewer & Water Main) Project** – Greg Perry reviewed and recommended approval of the Change Order and Pay Application No. 7 for this project. He noted that Mr. Hampton also reviewed and approved the Change Order.

Council member Stanzel made a motion to approve Change Order No. 2 for an increase amount of \$65,717.20. Lewis seconded. Stanzel, Lewis, TenEyck and Ueckert voted YES. NO; no one, motion carried.

Council member Ueckert introduced, read and moved for passage of Resolution No. 2022-03 authorizing the developer to disburse \$68,843.84 to Vrba Construction. 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.

**18. C. Falcon Business Park – Water & Sewer** – Greg Perry reviewed and recommended approval of Change Order No. 1 and Pay Application No. 3 for this project. He noted that this payment represents 98% of the contract value.

Council member Lewis made a motion to approve Change Order No. 1 for a decrease amount of \$3,417.50. Stanzel seconded. Lewis, Stanzel, TenEyck and Ueckert voted YES. NO; no one, motion carried.

Council member Stanzel introduced, read and moved for passage of Resolution No. 2022-04 authorizing the developer to disburse \$18,375.23 to Thompson Construction. Lewis seconded. Stanzel, Lewis, TenEyck and Ueckert voted YES. NO; no one, motion carried. A true, correct and complete copy of said resolution is on file at city hall.

**18. D. Other/Miscellaneous** – Greg Perry gave brief updates on the following ongoing projects: Water Treatment Plant Expansion, Country Aire Pumping Station Upgrades, West Street Pumping Station, EAA and Stillwater.

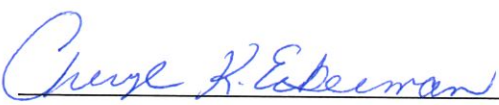
**19. City Attorney** – Jeff Farnham reviewed ongoing projects.

**20. Mayor's Report** – Tim Sheets promoted to Assistant Public Works Superintendent; applications being taken for maintenance worker position; deadlines for filing for incumbents and non-incumbents; annual audit; Mid-Winter League of Municipalities Conference; building inspector attending FEMA Flood Plain Manager training and update on repair of hole in Water Tower.

**21. Upcoming Events** – No Planning Commission meeting in January; Christmas Tree Recycling thru January 14.

The meeting was adjourned at 8:26 p.m.

  
\_\_\_\_\_  
Mayor Cindy Grove

  
\_\_\_\_\_  
City Clerk Cheryl K. Eckerman

City of Valley							
Pooled Cash							
Governmental Funds							
		Cash				Cash	
General - Fund 1	Dept	Balance	Net Income	Fund 3	Interfund	Balance	Investments
		12/31/2021	or (Loss)	Withholdings	Transfers	1/31/2022	1/31/2022
		\$798,521.64	\$4,019.35			\$802,540.99	\$14,413.09
Pines Assessments		\$319,237.75	\$67.78			\$319,305.53	
<b>Bond - Fund 2</b>	021	\$1,260,454.52	(\$256,265.64)			\$1,004,188.88	
C D A	001	\$46,905.86	\$8.69			\$46,914.55	
		\$2,425,119.77	(\$252,169.82)			\$2,172,949.95	14,413.09
City of Valley							
Pooled Cash							
Proprietary Funds							
		Cash				Cash	
Funds 6 & 7		Balance	Net Income	Fund 3	Interfund	Balance	Investments
		12/31/2021	or (Loss)	Withholdings	Transfers	1/31/2022	1/31/2022
Water - Fund 6	024	\$533,001.82	(\$7,886.27)			\$525,115.55	\$9,455.52
Cap. Facility Chg.	024	\$905,512.76	\$9,049.20			\$914,561.96	
Sewer - Fund 7	026	\$1,247,225.39	(\$7,886.28)			\$1,239,339.11	
Cap. Facility Chg.	026	\$651,556.13	\$10,842.36			\$662,398.49	
		\$3,337,296.10	\$4,119.01			\$3,341,415.11	\$9,455.52
		Cash				Cash	
	Dept	Balance	Net Income	Fund 3	Interfund	Balance	Investments
		12/31/2021	or (Loss)	Withholdings	Transfers	1/31/2022	1/31/2022
<b>Fund 4</b>							
Nursing Home	050	\$563,944.99	\$10,354.92			\$574,299.91	
<b>Fund 8</b>							
Keno	056	\$89,851.33	\$5,985.53			\$95,836.86	
<b>Fund 10</b>							
Sales Tax	058	\$1,472,866.20	\$147,400.44			\$1,620,266.64	
<b>ARPA</b>							
		\$255,940.03	\$54.34			\$255,994.37	
		\$2,382,602.55	\$163,795.23			\$2,546,397.78	
<b>Total All Funds</b>		<b>\$8,145,018.42</b>	<b>(\$84,255.58)</b>			<b>\$8,060,762.84</b>	<b>\$23,868.61</b>

**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	\$435.56	\$2,288.44	16%	\$1,823.00	\$315.56	\$1,507.44	17%
Arboretum	\$9,619.00	\$460.59	\$9,158.41	5%	\$11,758.00	\$773.63	\$10,984.37	7%
Bond Fund	\$287,028.00	\$22,813.98	\$264,214.02	8%	\$281,328.00	\$490,862.04	(\$209,534.04)	174%
Cemetary	\$10,544.00	\$460.59	\$10,083.41	4%	\$8,280.00	\$539.81	\$7,740.19	7%
Emergency Management	\$982,841.00	\$2,714.90	\$980,126.10	0%	\$78,812.00	\$547.32	\$78,264.68	1%
General	\$1,088,520.00	\$218,531.88	\$869,988.12	20%	\$1,623,387.00	\$256,298.92	\$1,367,088.08	16%
Keno	\$45,100.00	\$23,179.71	\$21,920.29	51%	\$50,200.00	\$5,478.71	\$44,721.29	11%
Library	\$136,981.00	\$16,950.98	\$120,030.02	12%	\$146,160.00	\$34,455.01	\$111,704.99	24%
Nursing Home	\$267,408.00	\$89,103.79	\$178,304.21	33%	\$744,201.00	\$47,700.00	\$696,501.00	6%
Parks	\$77,027.00	\$3,834.92	\$73,192.08	5%	\$76,095.00	\$7,250.86	\$68,844.14	10%
Police	\$621,461.00	\$34,776.35	\$586,684.65	6%	\$579,080.00	\$204,897.07	\$374,182.93	35%
Pool	\$54,985.00	\$2,605.69	\$52,379.31	5%	\$59,535.00	\$6,311.98	\$53,223.02	11%
Sales Tax	\$1,803,000.00	\$563,725.38	\$1,239,274.62	31%	\$2,000,000.00	\$0.00	\$2,000,000.00	0%
Street	\$949,375.00	\$252,537.13	\$696,837.87	27%	\$2,248,565.00	\$622,349.27	\$1,626,215.73	28%
TIF	\$2,857,350.00	\$100,105.26	\$2,757,244.74	4%	\$2,857,000.00	\$100,082.99	\$2,756,917.01	4%
Wastewater	\$3,150,500.00	\$272,698.91	\$2,877,801.09	9%	\$3,849,395.00	\$254,060.44	\$3,595,334.56	7%
Water	\$8,952,200.00	\$229,150.78	\$8,723,049.22	3%	\$10,268,109.00	\$157,937.05	\$10,110,171.95	2%
<b>Totals</b>	<b>\$21,296,663.00</b>	<b>\$1,834,086.40</b>	<b>\$19,462,576.60</b>	<b>9%</b>	<b>\$24,883,728.00</b>	<b>\$2,189,860.66</b>	<b>\$22,693,867.34</b>	<b>9%</b>

MANUAL CHECKS FOR JANUARY 2022			
	<u>CHECK #</u>		<u>AMOUNT</u>
NE Child Support Center	52464	14-Jan	106.15
Verizon Wireless	52550	14-Jan	698.51
BW Consulting	52551	17-Jan	6,387.50
Mallard Landing	52552	20-Jan	25,413.32
Bluewater Development	52553	20-Jan	44,503.44
NE Child Support Center	52554	28-Jan	106.15
Postmaster	52555	31-Jan	627.01
TOTAL			77,842.08

# CASH REQUIREMENTS REPORT

INVOICE/LN	STAT	VENDOR NO/NAME	DUE DATE REFERENCE	GROSS	DISCOUNT	NET	PAYMENT AMOUNT
1 FIRST NEBRASKA BANK- CHECKING							
38838	1 S	2031 THREE POINTS LAKE DEVEL	5/31/2010 VAL SHORES TIF PAY#29	.00	.00	.00	_____
39138	1 S	615 FIRST NEBRASKA BANK	7/31/2010 IRA	.00	.00	.00	_____
39138	2 S	615 FIRST NEBRASKA BANK	7/31/2010 EXTRA IRA	.00	.00	.00	_____
		* DATE TOTAL *		.00	.00	.00	_____
12022	1 S	101 ACE OUTDOOR PARTS	2/09/2022 blades	73.08	.00	73.08	_____
12022	2 S	101 ACE OUTDOOR PARTS	2/09/2022 air filter	44.56	.00	44.56	_____
11222	1 S	105 AFLAC	2/09/2022 AFLAC WITHHELD	886.74	.00	886.74	_____
1260763	1 S	121 ACE HARDWARE #339C	2/09/2022 master padlock/lock	191.88	.00	191.88	_____
19m6kf6nfc	1 S	127 AMAZON CAPITAL SERVICES	2/09/2022 computer equipment	77.38	.00	77.38	_____
1cjxmrdw11	1 S	127 AMAZON CAPITAL SERVICES	2/09/2022 fuel only stickers	1.99	.00	1.99	_____
1cjxmrdw11	2 S	127 AMAZON CAPITAL SERVICES	2/09/2022 dog trash bags	68.13	.00	68.13	_____
1cjxmrdw11	3 S	127 AMAZON CAPITAL SERVICES	2/09/2022 heat gun	28.99	.00	28.99	_____
1gh3g4r1wg	1 S	127 AMAZON CAPITAL SERVICES	2/09/2022 comp speaker	29.99	.00	29.99	_____
1jhp1nqrqd	1 S	127 AMAZON CAPITAL SERVICES	2/09/2022 flood beam	99.07	.00	99.07	_____
1np476mhjc	1 S	127 AMAZON CAPITAL SERVICES	2/09/2022 name plates	38.99	.00	38.99	_____
1nqc13wphg	1 S	127 AMAZON CAPITAL SERVICES	2/09/2022 disinfecting wipes/paper towel	37.97	.00	37.97	_____
1pgt7d6cm1	1 S	127 AMAZON CAPITAL SERVICES	2/09/2022 work light	94.95	.00	94.95	_____
1q4hkw7nrw	1 S	127 AMAZON CAPITAL SERVICES	2/09/2022 avery cards	60.60	.00	60.60	_____
1rc3t4rd4n	1 S	127 AMAZON CAPITAL SERVICES	2/09/2022 road flares	439.80	.00	439.80	_____
1vnkkd44gh	1 S	127 AMAZON CAPITAL SERVICES	2/09/2022 employees only sign	91.37	.00	91.37	_____
1xv6plf7jg	1 S	127 AMAZON CAPITAL SERVICES	2/09/2022 cups, kitchen trash bags	65.98	.00	65.98	_____
11022	1 S	132 SYNCB/AMAZON	2/09/2022 tapes	88.26	.00	88.26	_____
11022	2 S	132 SYNCB/AMAZON	2/09/2022 crayons	87.27	.00	87.27	_____
11022	3 S	132 SYNCB/AMAZON	2/09/2022 books	235.45	.00	235.45	_____
inus045438	1 S	180 AXON ENTERPRISE, INC.	2/09/2022 taser standoff/close quarters	152.00	.00	152.00	_____
880087850	1 S	207 BAUER BUILT	2/09/2022 tire repair	723.96	.00	723.96	_____
880087850	2 S	207 BAUER BUILT	2/09/2022 tire mount/dis	1380.00	.00	1380.00	_____
880087850	3 S	207 BAUER BUILT	2/09/2022 ag valve stem	40.00	.00	40.00	_____
668	1 S	214 BLIZZARD BOYS	2/09/2022 gland nut assy	28.73	.00	28.73	_____
12522	1 S	253 BLACK HILLS ENERGY	2/09/2022 general	335.75	.00	335.75	_____
12522	2 S	253 BLACK HILLS ENERGY	2/09/2022 streets	661.63	.00	661.63	_____
12522	3 S	253 BLACK HILLS ENERGY	2/09/2022 police	509.03	.00	509.03	_____
12522	4 S	253 BLACK HILLS ENERGY	2/09/2022 library	350.42	.00	350.42	_____
12522	5 S	253 BLACK HILLS ENERGY	2/09/2022 water	926.53	.00	926.53	_____
12522	6 S	253 BLACK HILLS ENERGY	2/09/2022 wastewater	100.99	.00	100.99	_____
02/2022	1 S	308 CAPPEL AUTO SUPPLY, INC	2/09/2022 SHOP	754.26	.00	754.26	_____
02/2022	2 S	308 CAPPEL AUTO SUPPLY, INC	2/09/2022 2006 FORD TRUCK	291.17	.00	291.17	_____
02/2022	3 S	308 CAPPEL AUTO SUPPLY, INC	2/09/2022 2019 INT TRUCK	25.18	.00	25.18	_____
02/2022	4 S	308 CAPPEL AUTO SUPPLY, INC	2/09/2022 2017 JD 1575 MOWER	42.45	.00	42.45	_____
02/2022	5 S	308 CAPPEL AUTO SUPPLY, INC	2/09/2022 2016 FORD PICK UP	17.84	.00	17.84	_____
02/2022	6 S	308 CAPPEL AUTO SUPPLY, INC	2/09/2022 GAS/OIL	104.13	.00	104.13	_____
02/2022	7 S	308 CAPPEL AUTO SUPPLY, INC	2/09/2022 PARTS	48.67	.00	48.67	_____
02/2022	8 S	308 CAPPEL AUTO SUPPLY, INC	2/09/2022 SMALL EQUIP	12.99	.00	12.99	_____
02/2022	9 S	308 CAPPEL AUTO SUPPLY, INC	2/09/2022 LIFT	17.76	.00	17.76	_____
02/2022	10 S	308 CAPPEL AUTO SUPPLY, INC	2/09/2022 COMPRESSOR	9.40	.00	9.40	_____
02/2022	11 S	308 CAPPEL AUTO SUPPLY, INC	2/09/2022 SAFETY SUPPLIES	7.01	.00	7.01	_____
p559438	1 S	347 CORE & MAIN LP	2/09/2022 sensus command link	1154.79	.00	1154.79	_____

# CASH REQUIREMENTS REPORT

INVOICE/LN	STAT	VENDOR NO/NAME	DUE DATE	REFERENCE	GROSS	DISCOUNT	NET	PAYMENT AMOUNT
212022	1 S	384 COX BUSINESS SERVICES	2/09/2022	general	631.49	.00	631.49	_____
212022	2 S	384 COX BUSINESS SERVICES	2/09/2022	police	350.83	.00	350.83	_____
212022	3 S	384 COX BUSINESS SERVICES	2/09/2022	library	259.53	.00	259.53	_____
212022	4 S	384 COX BUSINESS SERVICES	2/09/2022	streets	280.66	.00	280.66	_____
212022	5 S	384 COX BUSINESS SERVICES	2/09/2022	water	70.17	.00	70.17	_____
212022	6 S	384 COX BUSINESS SERVICES	2/09/2022	wastewater	70.17	.00	70.17	_____
92252	1 S	416 DATASHIELD CORPORATION	2/09/2022	shred vault	45.00	.00	45.00	_____
12022	1 S	421 JAMES DEEMER	2/09/2022	Kearney training reimb	256.17	.00	256.17	_____
12122	1 S	431 DICK'S VALLEY MARKET	2/09/2022	office candy	9.99	.00	9.99	_____
104403	1 S	446 DUDE SOLUTIONS	2/09/2022	smartgov	7122.64	.00	7122.64	_____
13122	1 S	455 DOUGLAS COUNTY POST-GAZ	2/09/2022	liquor lic pub	63.54	.00	63.54	_____
13122	2 S	455 DOUGLAS COUNTY POST-GAZ	2/09/2022	notice of min	272.27	.00	272.27	_____
5915	1 S	456 DOUGLAS COUNTY PURCHASI	2/09/2022	citations book police	111.20	.00	111.20	_____
12022	1 S	464 DOUGLAS COUNTY ENVIRONM	2/09/2022	elect permit fees	613.08	.00	613.08	_____
11222	1 S	508 DOUG EGGEN	2/09/2022	public works conference reimb	30.76	.00	30.76	_____
12822	1 S	512 EAKES OFFICE SOLUTIONS	2/09/2022	pens, sharpies	75.04	.00	75.04	_____
12822	2 S	512 EAKES OFFICE SOLUTIONS	2/09/2022	name stamp	21.18	.00	21.18	_____
12822	3 S	512 EAKES OFFICE SOLUTIONS	2/09/2022	ink cartridge	112.63	.00	112.63	_____
12822	4 S	512 EAKES OFFICE SOLUTIONS	2/09/2022	pens, sharpies	53.86	.00	53.86	_____
12822	5 S	512 EAKES OFFICE SOLUTIONS	2/09/2022	pens, sharpies	53.86	.00	53.86	_____
336240	1 S	512 EAKES OFFICE SOLUTIONS	2/09/2022	police dept color	180.89	.00	180.89	_____
336241	1 S	512 EAKES OFFICE SOLUTIONS	2/09/2022	library color	103.94	.00	103.94	_____
38345	1 S	533 EVERETT'S	2/09/2022	oil change	108.71	.00	108.71	_____
38363	1 S	533 EVERETT'S	2/09/2022	oil change	108.38	.00	108.38	_____
38373	1 S	533 EVERETT'S	2/09/2022	batteries	291.90	.00	291.90	_____
38374	1 S	533 EVERETT'S	2/09/2022	line repair	35.00	.00	35.00	_____
38376	1 S	533 EVERETT'S	2/09/2022	oil change	108.38	.00	108.38	_____
38409	1 S	533 EVERETT'S	2/09/2022	front end wheel align	85.00	.00	85.00	_____
434c400010	1 S	602 FAIRFIELD INN & SUITES	2/09/2022	hotel for training- Deemer	239.90	.00	239.90	_____
13122	1 S	610 JEFFREY B. FARNHAM,P.C.	2/09/2022	SRF loan- water tx	350.00	.00	350.00	_____
13122	2 S	610 JEFFREY B. FARNHAM,P.C.	2/09/2022	Mallard Lake	87.50	.00	87.50	_____
13122	3 S	610 JEFFREY B. FARNHAM,P.C.	2/09/2022	EAA	542.50	.00	542.50	_____
13122	4 S	610 JEFFREY B. FARNHAM,P.C.	2/09/2022	Welton	342.18	.00	342.18	_____
13122	5 S	610 JEFFREY B. FARNHAM,P.C.	2/09/2022	general meetings/review	1067.50	.00	1067.50	_____
13122	6 S	610 JEFFREY B. FARNHAM,P.C.	2/09/2022	Valley Sub Fire Dist	1627.50	.00	1627.50	_____
13122	7 S	610 JEFFREY B. FARNHAM,P.C.	2/09/2022	G & L Properties	525.00	.00	525.00	_____
2922	1 S	617 FIRST STATE BANK NEBRAS	2/09/2022	NH	3140.52	.00	3140.52	_____
2922	2 S	617 FIRST STATE BANK NEBRAS	2/09/2022	NH	2821.98	.00	2821.98	_____
2922	1 S	618 FIRST NEBRASKA BANK/BON	2/09/2022	NH	3140.52	.00	3140.52	_____
2922	2 S	618 FIRST NEBRASKA BANK/BON	2/09/2022	NH	2821.98	.00	2821.98	_____
0523	1 S	635 FREMONT DEPT. OF UTILIT	2/09/2022	sewer charge	32199.10	.00	32199.10	_____
22622	1 S	641 FIRST NEBRASKA BANK	2/09/2022	streets	93.65	.00	93.65	_____
22622	2 S	641 FIRST NEBRASKA BANK	2/09/2022	window decals	242.10	.00	242.10	_____
22622	3 S	641 FIRST NEBRASKA BANK	2/09/2022	storage hangers	40.79	.00	40.79	_____
22622	4 S	641 FIRST NEBRASKA BANK	2/09/2022	computer equip	946.44	.00	946.44	_____
22622	5 S	641 FIRST NEBRASKA BANK	2/09/2022	credit	40.35-	.00	40.35-	_____
22622	6 S	641 FIRST NEBRASKA BANK	2/09/2022	midwinter conference	775.00	.00	775.00	_____
494	1 S	713 DR. OXYGEN SCIENCE SHOW	2/09/2022	library	200.00	.00	200.00	_____
1431541	1 S	827 HOST COFFEE SERVICE	2/09/2022	coffee supp	64.12	.00	64.12	_____
1431541	2 S	827 HOST COFFEE SERVICE	2/09/2022	water cooler	28.89	.00	28.89	_____

**CASH REQUIREMENTS REPORT**

INVOICE/LN	STAT	VENDOR NO/NAME	DUE DATE	REFERENCE	GROSS	DISCOUNT	NET	PAYMENT AMOUNT
02/2022	1 S	910 I I M C	2/09/2022	IIMC DUES FOR CHERYL ECKERMAN	175.00	.00	175.00	_____
13122	1 S	1002 J.D.'S CAR WASH & DETAI	2/09/2022	police	102.00	.00	102.00	_____
13122	2 S	1002 J.D.'S CAR WASH & DETAI	2/09/2022	car wash	10.20	.00	10.20	_____
10/0030414	1 S	1005 JENSEN TIRE	2/09/2022	TIRES FOR #52	688.04	.00	688.04	_____
3005762	1 S	1007 JOHN DEERE FINANCIAL	2/09/2022	PARTS FOR JD 1575 MOWER	191.78	.00	191.78	_____
3006710	1 S	1007 JOHN DEERE FINANCIAL	2/09/2022	PARTS FOR JD 1575 MOWER	44.25	.00	44.25	_____
3011708	1 S	1007 JOHN DEERE FINANCIAL	2/09/2022	FILTERS FOR GATOR	76.62	.00	76.62	_____
3140271	1 S	1007 JOHN DEERE FINANCIAL	2/09/2022	ELEC CONNECT FOR JD 950	26.40	.00	26.40	_____
2-51784	1 S	1014 JONES AUTOMOTIVE	2/09/2022	UNIT 53 REMOVAL	575.00	.00	575.00	_____
2-51801	1 S	1014 JONES AUTOMOTIVE	2/09/2022	UNIT 53 INSTALLATION	4858.86	.00	4858.86	_____
4354094080	1 S	1222 LINCOLN FINANCIAL GROUP	2/09/2022	DENTAL INSURANCE	177.51	.00	177.51	_____
4354094080	2 S	1222 LINCOLN FINANCIAL GROUP	2/09/2022	DENTAL INSURANCE	189.12	.00	189.12	_____
4354094080	3 S	1222 LINCOLN FINANCIAL GROUP	2/09/2022	DENTAL INSURANCE	194.30	.00	194.30	_____
4354094080	4 S	1222 LINCOLN FINANCIAL GROUP	2/09/2022	DENTAL INSURANCE	47.28	.00	47.28	_____
4354094080	5 S	1222 LINCOLN FINANCIAL GROUP	2/09/2022	DENTAL INSURANCE	23.64	.00	23.64	_____
4354094080	6 S	1222 LINCOLN FINANCIAL GROUP	2/09/2022	DENTAL INSURANCE	23.64	.00	23.64	_____
6003777519	1 S	1234 LOVE'S TRAVEL STOPS	2/09/2022	GAS/OIL	469.47	.00	469.47	_____
6003801939	1 S	1234 LOVE'S TRAVEL STOPS	2/09/2022	GAS/OIL	439.89	.00	439.89	_____
6003806226	1 S	1234 LOVE'S TRAVEL STOPS	2/09/2022	GAS/OIL	16.41	.00	16.41	_____
6003806226	2 S	1234 LOVE'S TRAVEL STOPS	2/09/2022	GAS/OIL	133.21	.00	133.21	_____
6003827422	1 S	1234 LOVE'S TRAVEL STOPS	2/09/2022	GAS/OIL	399.27	.00	399.27	_____
6003833030	1 S	1234 LOVE'S TRAVEL STOPS	2/09/2022	GAS/OIL	79.19	.00	79.19	_____
6003852908	1 S	1234 LOVE'S TRAVEL STOPS	2/09/2022	GAS/OIL	441.93	.00	441.93	_____
6003859662	1 S	1234 LOVE'S TRAVEL STOPS	2/09/2022	GAS/OIL	27.75	.00	27.75	_____
26675	1 S	1238 LUEDER SERVICE CENTER	2/09/2022	ANNUAL SAFETY INSPECTION GENIE	467.50	.00	467.50	_____
01-2222	1 S	1313 MICHAEL R. MATZEN	2/09/2022	OFFICE CLEANING	310.45	.00	310.45	_____
01-2222	2 S	1313 MICHAEL R. MATZEN	2/09/2022	OFFICE CLEANING	107.46	.00	107.46	_____
01-2222	3 S	1313 MICHAEL R. MATZEN	2/09/2022	OFFICE CLEANING	107.46	.00	107.46	_____
01-2222	4 S	1313 MICHAEL R. MATZEN	2/09/2022	OFFICE CLEANING	298.53	.00	298.53	_____
22139	1 S	1317 MENARDS - FREMONT	2/09/2022	CITY HALL OFFICES	72.97	.00	72.97	_____
22350	1 S	1317 MENARDS - FREMONT	2/09/2022	CITY HALL OFFICES	233.95	.00	233.95	_____
204307	1 S	1328 MICHAEL TODD & CO., INC	2/09/2022	SIGNS	48.00	.00	48.00	_____
40883	1 S	1363 MENARDS-ELKHORN	2/09/2022	SAFETY VESTS	25.97	.00	25.97	_____
40883	2 S	1363 MENARDS-ELKHORN	2/09/2022	BATTERIES	23.98	.00	23.98	_____
41004	1 S	1363 MENARDS-ELKHORN	2/09/2022	BENCH REPAIR	42.93	.00	42.93	_____
CUI1035884	1 S	1423 NMC, INC.	2/09/2022	ELEMENT/FUEL FILTER	39.22	.00	39.22	_____
S40510	1 S	1424 NATIONAL DRUG SCREENING	2/09/2022	DRUG SCRREN BUNDLE/TEST	368.00	.00	368.00	_____
06-21-34	1 S	1505 OLMSTED & PERRY	2/09/2022	FALCON BUSINESS PARK	1661.64	.00	1661.64	_____
06-21-34	2 S	1505 OLMSTED & PERRY	2/09/2022	FALCON BUSINESS PARK	2492.47	.00	2492.47	_____
13-21-03	1 S	1505 OLMSTED & PERRY	2/09/2022	GENERAL DISCUSSION/MEETINGS	5852.10	.00	5852.10	_____
14-2020-06	1 S	1505 OLMSTED & PERRY	2/09/2022	STREET RECONT. PROJECT BOND	11632.07	.00	11632.07	_____
02/2022	1 S	1510 OMAHA PUBLIC POWER DIST	2/09/2022	ELECTRICITY	591.77	.00	591.77	_____
02/2022	2 S	1510 OMAHA PUBLIC POWER DIST	2/09/2022	ELECTRICITY	116.42	.00	116.42	_____
02/2022	3 S	1510 OMAHA PUBLIC POWER DIST	2/09/2022	ELECTRICITY	153.90	.00	153.90	_____
02/2022	4 S	1510 OMAHA PUBLIC POWER DIST	2/09/2022	ELECTRICITY	33.00	.00	33.00	_____
02/2022	5 S	1510 OMAHA PUBLIC POWER DIST	2/09/2022	ELECTRICITY	389.82	.00	389.82	_____
02/2022	6 S	1510 OMAHA PUBLIC POWER DIST	2/09/2022	ELECTRICITY	66.16	.00	66.16	_____
02/2022	7 S	1510 OMAHA PUBLIC POWER DIST	2/09/2022	ELECTRICITY	1475.65	.00	1475.65	_____
02/2022	8 S	1510 OMAHA PUBLIC POWER DIST	2/09/2022	ELECTRICITY	4278.49	.00	4278.49	_____
02/2022	9 S	1510 OMAHA PUBLIC POWER DIST	2/09/2022	ELECTRICITY	269.40	.00	269.40	_____

# CASH REQUIREMENTS REPORT

INVOICE/LN	STAT	VENDOR NO/NAME	DUE DATE	REFERENCE	GROSS	DISCOUNT	NET	PAYMENT AMOUNT
02/2022	10 S	1510 OMAHA PUBLIC POWER DIST	2/09/2022	ELECTRICITY	3970.07	.00	3970.07	_____
0113486	1 S	1512 OMAHA DOOR & WINDOW CO	2/09/2022	water tower door repair	1545.00	.00	1545.00	_____
02/2022	1 S	1600 GLENN PALMER	2/09/2022	REFUND FOR OVERPAYMENT	550.00	.00	550.00	_____
02/2022	2 S	1600 GLENN PALMER	2/09/2022	REFUND FOR OVERPAYMENT	650.00	.00	650.00	_____
02/2022	3 S	1600 GLENN PALMER	2/09/2022	REFUND FOR OVERPAYMENT	300.00	.00	300.00	_____
02/2022	4 S	1600 GLENN PALMER	2/09/2022	REFUND FOR OVERPAYMENT	300.00	.00	300.00	_____
0039372	1 S	1617 PEOPLESERVICE INC.	2/09/2022	MONTHLY FEE FEBRUARY	14913.93	.00	14913.93	_____
0039372	2 S	1617 PEOPLESERVICE INC.	2/09/2022	MONTHLY FEE FEBRUARY	14329.07	.00	14329.07	_____
02/2022	1 S	1627 PETTY CASH	2/09/2022	POSTAGE	18.50	.00	18.50	_____
02/2022	2 S	1627 PETTY CASH	2/09/2022	POSTAGE	58.76	.00	58.76	_____
C001180	1 S	1645 POWERTECH	2/09/2022	BLUEWATER PORTABLE GENERATOR	535.00	.00	535.00	_____
6178432T05	1 S	1653 WASTE CONNECTIONS OF NE	2/09/2022	TRASH SERVICE	63.46	.00	63.46	_____
6178432T05	2 S	1653 WASTE CONNECTIONS OF NE	2/09/2022	TRASH SERVICE	22.21	.00	22.21	_____
2/2022	1 S	2022 THREE RIVERS CLERKS ASS	2/09/2022	THREE RIVERS CLERKS DUES	10.00	.00	10.00	_____
02/2022	1 S	2208 RUNE VAN DEN BOOGAART	2/09/2022	REIMBURSEMENT	80.16	.00	80.16	_____
41208	1 S	2236 VIERREGGER ELECTRIC COM	2/09/2022	TRAFFIC SIGNAL REPAIR	994.10	.00	994.10	_____
180528	1 S	2321 JEFF WIDHELM	2/09/2022	CONTRACT SNOW REMOVAL	450.00	.00	450.00	_____
80045030	1 S	2337 SCANTRON CORPORATION	2/09/2022	MICROSOFT 365 LICESNING	307.00	.00	307.00	_____
80045031	1 S	2337 SCANTRON CORPORATION	2/09/2022	OFFICE 365 BACKUP MGMT	41.20	.00	41.20	_____
80046363	1 S	2337 SCANTRON CORPORATION	2/09/2022	MICROSOFT LICENSING AGREEMENT	307.00	.00	307.00	_____
80046364	1 S	2337 SCANTRON CORPORATION	2/09/2022	BACKUP MGMT	41.20	.00	41.20	_____
9007075741	1 S	2508 ZEP SALES & SERVICE	2/09/2022	BIG ORANGE DEGREASER	286.89	.00	286.89	_____
02/2022	1 S	11245 BARRY JURGENSEN	2/09/2022	WATER DEPOSIT REFUND	150.00	.00	150.00	_____
02/2022	1 S	11246 DREAMSCAPE 5306	2/09/2022	WATER DEPOSIT REFUND	150.00	.00	150.00	_____
02/2022	1 S	11247 THERESA RAYER	2/09/2022	WATER DEPOSIT REFUND	150.00	.00	150.00	_____
02/2022	1 S	11248 SHAWN GREISEN	2/09/2022	WATER DEPOSIT REFUND	150.00	.00	150.00	_____
02/2022	1 S	11249 CAREY WILCOX	2/09/2022	WATER DEPOSIT REFUND	150.00	.00	150.00	_____
02/2022	1 S	11250 VINCE SUNDE 30	2/09/2022	WATER DEPOSIT REFUND	150.00	.00	150.00	_____
02/2022	1 S	11251 IDEAL DESIGN 29114	2/09/2022	WATER DEPOSIT REFUND	150.00	.00	150.00	_____
02/2022	1 S	11252 G. LEE HOMES 28401	2/09/2022	WATER DEPOSIT REFUND	150.00	.00	150.00	_____
02/2022	1 S	11253 FALCONE 5812	2/09/2022	WATER DEPOSIT REFUND	150.00	.00	150.00	_____
02/2022	1 S	11254 JAMES ABEL	2/09/2022	WATER DEPOSIT REFUND	150.00	.00	150.00	_____
02/2022	1 S	11255 RICK SLIVA	2/09/2022	WATER DEPOSIT REFUND	150.00	.00	150.00	_____
02/2022	1 S	11256 KEARA KELLEY	2/09/2022	WATER DEPOSIT REFUND	150.00	.00	150.00	_____
02/2022	1 S	11257 PAUL TENEYCK	2/09/2022	WATER DEPOSIT REFUND	150.00	.00	150.00	_____
02/2022	1 S	11258 MICHAEL SIELER	2/09/2022	WATER DEPOSIT REFUND	150.00	.00	150.00	_____
02/2022	1 S	11259 MAJESTIC HOMES 6728	2/09/2022	WATER DEPOSIT REFUND	150.00	.00	150.00	_____
02/2022	1 S	11260 KIMBERLY KNOELL	2/09/2022	WATER DEPOSIT REFUND	150.00	.00	150.00	_____
02/2022	1 S	11261 NICK GOLDAPP	2/09/2022	WATER DEPOSIT REFUND	150.00	.00	150.00	_____
02/2022	1 S	11262 STACEY JENSEN	2/09/2022	WATER DEPOSIT REFUND	150.00	.00	150.00	_____
02/2022	1 S	30038 ART OF A CRAFTSMAN 28	2/09/2022	PERMIT REFUND	500.00	.00	500.00	_____
02/2022	1 S	30039 JARED WALVOORD 6312	2/09/2022	PERMIT REFUND	750.00	.00	750.00	_____
02/2022	1 S	30040 WOODLAND HOMES 6411	2/09/2022	PERMIT REFUND	750.00	.00	750.00	_____
02/2022	1 S	30041 CHOICE HOMES LLC 6607	2/09/2022	PERMIT REFUND	750.00	.00	750.00	_____
22022	1 S	30042 RYAN KEISER	2/09/2022	PERMIT DEPOSIT REFUND	1000.00	.00	1000.00	_____
		* DATE TOTAL *			159823.95	.00	159823.95	
		** BANK TOTAL **			159823.95	.00	159823.95	
		** REPORT TOTAL **			159823.95	.00	159823.95	

January 2022

EMPLOYEE	Wage	IRA	Wage	IRA	Wage	IRA	Wage	IRA	Council	Wage
Jim Kuester	01/14/22 \$2,346.98	\$93.42	01/28/22 \$2,346.98	\$93.42		\$93.42		\$93.42	Stanzel	\$0.00
Ruen	\$1,500.32	\$66.29	\$1,542.32	68.42		68.42			Grove	\$0.00
Stacy Spinar	\$1,356.68	\$36.08	\$1,358.64	\$36.12		\$36.12			Lewis	\$0.00
Cheryl Eckerman	\$1,847.74	\$76.71	\$1,816.01	\$75.34		\$75.34			Teneyck	\$0.00
Beth Breisch	\$611.09	\$23.36	\$627.47	\$24.03		\$24.03				
Tim Sheets	\$1,851.80	\$74.18	\$1,899.37	\$76.24		\$76.24				
Patrick Ratigan	\$1,178.47	\$51.44	\$1,105.32	\$48.35		\$48.35				
Doug Eggen	\$1,590.85	\$75.32	\$1,590.85	\$75.32		\$75.32				
James Musson	\$1,469.15	\$62.65	\$1,559.29	\$67.44		\$67.44				
Mahlon	\$314.28									
Adam Bates	\$130.10		\$130.10							
Alexandra Drake										
Wesley Harrah			\$186.60							
Kristin Jones	\$489.81		\$252.09							
Clark, Caleb	\$121.21	\$4.08								
Deemer James	\$1,648.61	\$74.76	\$2,332.08	\$108.30		\$108.30				
Kurt Muhle	\$1,824.99	\$76.27	\$1,727.88	\$71.53		\$71.53				
Patrick McDowell	\$283.66		\$105.51							
Brett Smith	\$1,972.27	\$80.78	\$1,972.27	\$80.78		\$80.78				
Greg Scheer			\$117.00							
Andre Ramaeker										
Roy Napora			\$130.10							
Ken Dohrmann										
Tim, Hrbek										
David Dunham	\$1,702.66	\$74.42	\$1,600.58	\$69.43		\$69.43				
Robert Coffey	\$1,666.51	\$67.24	\$1,539.42	\$61.90		\$61.90				
Elizabeth Brown	\$597.57		\$600.54							
Wendy Anderson										
Samantha Stewart	\$833.91	\$40.77	\$754.41	\$37.49		\$37.49				
Sarah Emmi	\$432.56		\$432.56							
	\$25,771.19	\$977.77	\$25,727.39	\$994.11		\$994.11		\$0.00		\$0.00
Total Wages			\$51,498.58							
Total IRAs			\$1,971.88							
Council			\$0.00							
GRAND TOTAL			\$53,470.46							

# Commission Summary

Date 1/05/2022



Paid to

City of Valley

12/16-12/31/2021

Description	Amount
	3,003.30

Amount \$3,003.30

# Commission Summary

Date 1/19/2022



Paid to

City of Valley

1/1-1/15/22

Description	Amount
	2,966.31

Amount \$2,966.31

January Keno Receipts  
\$5,969.61



Date: February 7, 2022  
To: City of Valley  
From: Bob McLaughlin, Lead Operator  
O & M Report: January 2022

### **Water Operation & Maintenance**

- There was 10,829,000 gallons of water pumped this month.
- Water meters were read on the 27<sup>th</sup> of this month.
- There were 194 locates performed this month. (This is both water and sewer.)
- We have a leak on West Street at the railroad tracks. We have shut down the 12" line. We still had some water leaking but cannot pinpoint it with the ice. As of right now we have no customers without service. This repair will have to wait for spring due to the amount of work this will take to fix.
- On January 9<sup>th</sup> we got a call about water running out of the water tower. When we got there to investigate we found a hole in the bottom of the water tower. The water tower was shut down so we could drain the tower and have the hole repaired. On January 12<sup>th</sup> the hole was repaired. January 12<sup>th</sup> and 13<sup>th</sup> we took water samples. They come back negative of any bacteria and we put the water tower back in service on January 14<sup>th</sup>.
- January 22<sup>nd</sup> we had a power failure at the water plant. At 2:30 am we got the call from the security alarm that there was no power. We came in and found the main power breaker to the plant was tripped. We reset the breaker, and everything came back online.

**Wastewater Operation & Maintenance**

- In December we collected wastewater samples to find the BOD in the water. BOD is a good indicator for determining if ground water is an issue. The results were the following:

Manhole at Gardner and Spruce is 77

Meigs St Lift Station is 197

Valley Shores #1 Lift Station is 201

Regional Lift Station is 139

Valmont Lift Station is 255

Byersville Lift Station is 107

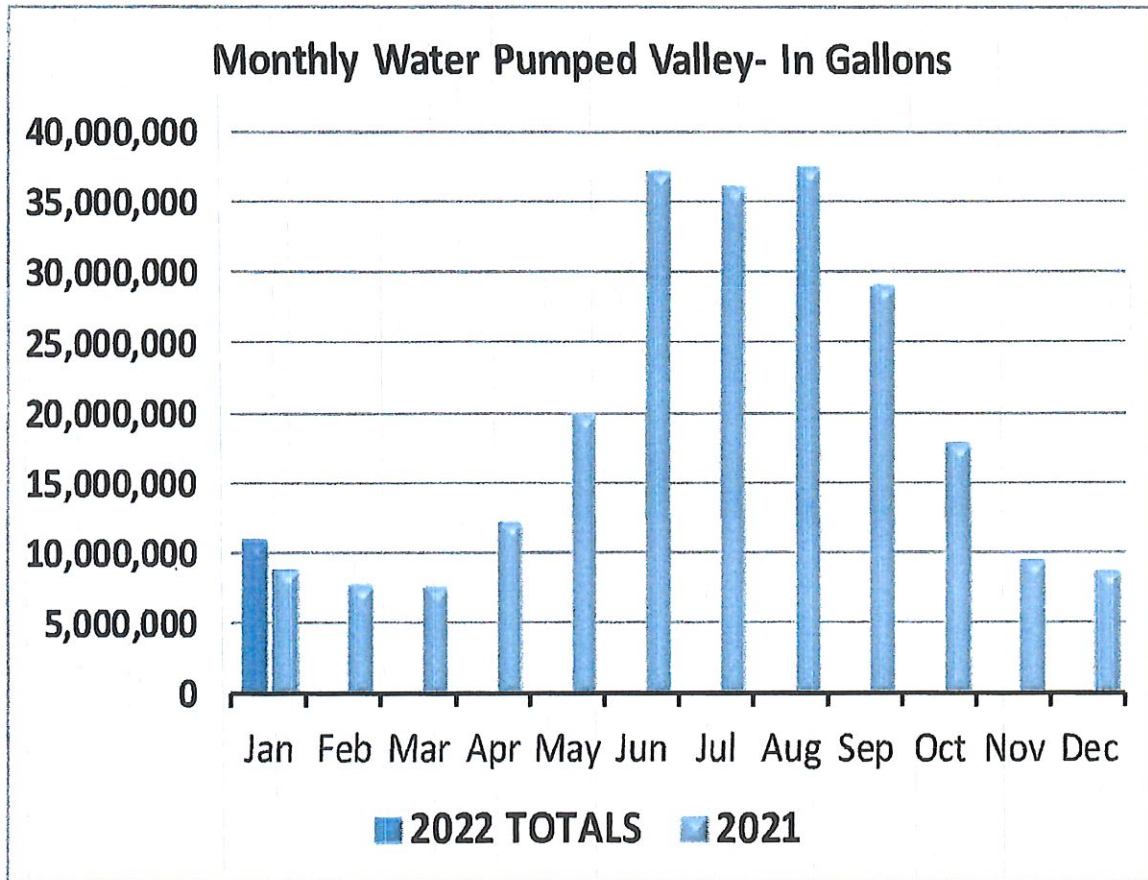
Notice that the manhole on Gardner and Spruce has a BOD of 77. This indicates that ground water may be an issue. We inspected several manholes starting at that manhole moving upstream. We found what appeared to be low flows of clear water throughout the system. This may indicate many service lines leaking ground water, sump pumps in basements, or small leaks in the many mains. We are continuing to inspect manholes looking for any unusual flows.

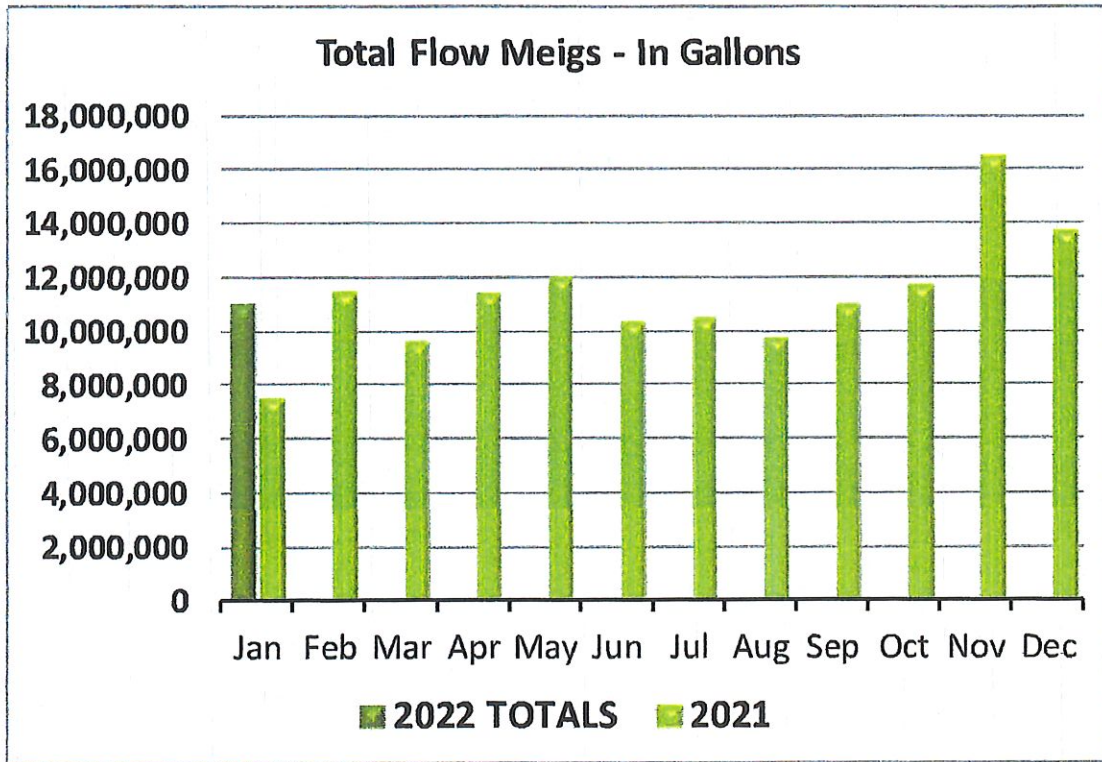
- The force main from Valmont and Bluewater seems to have a small continuous flow but not sure if the main is draining between pump cycles at all the lift stations. We will be inspecting the force main as well.
- On January 3rd Mallard Landing lift station had a voltage regulator trip out. The power company raised the voltage a little bit on the power lines tripping the regulator. We had West-E-Con come look at it. They raised the voltage on the regulator and the power came back on.
- On January 5<sup>th</sup> Valhaven lift station had a high level alarm. We went to check it out and found a bad starter. We called West-E-Con, and they came out and replaced the starter. Once that was done the pump work correctly.

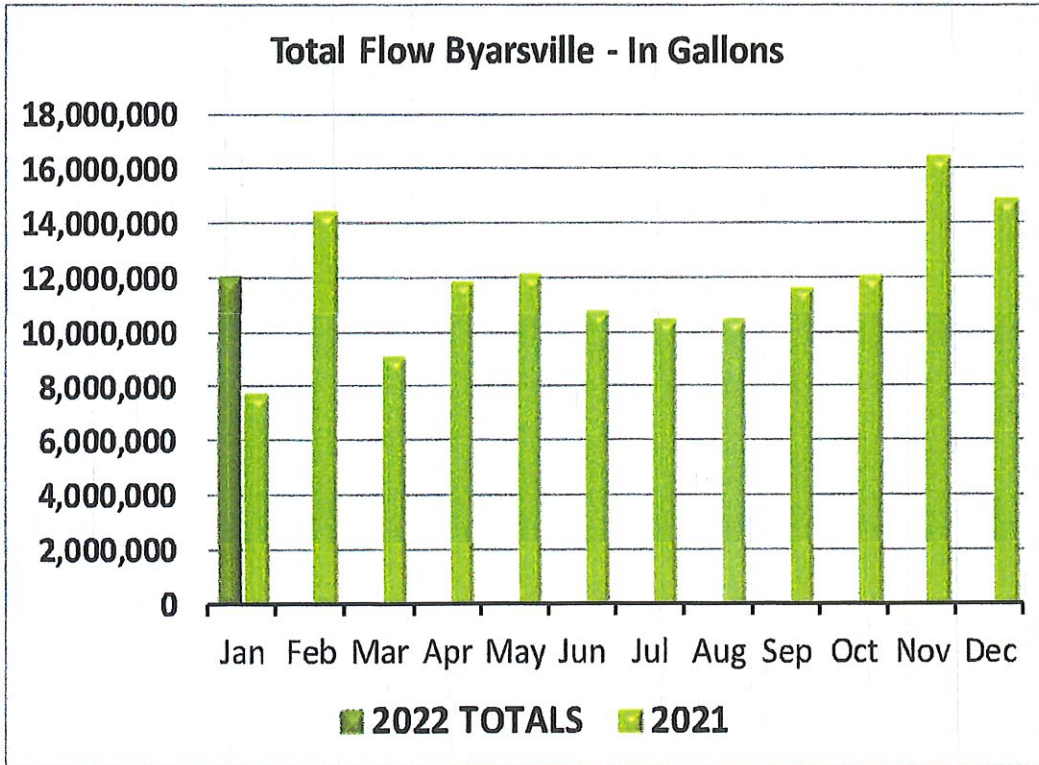
# PeopleService INC.

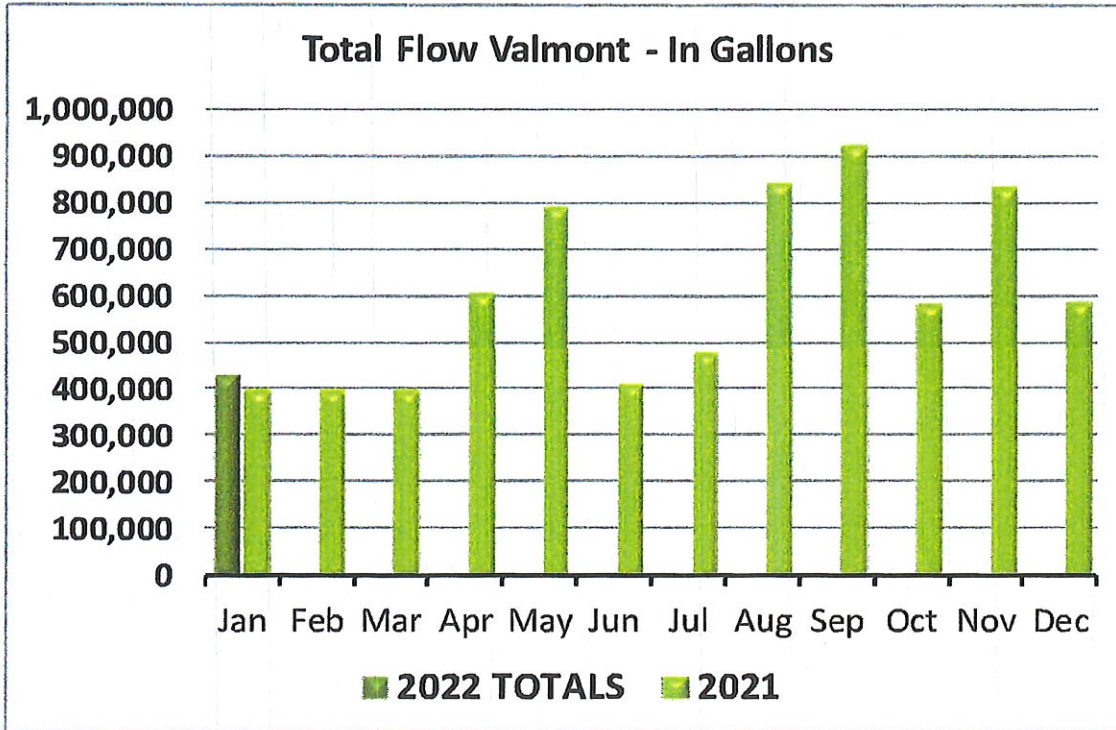
Water & Wastewater Professionals

		January-22	December-21	January-21
<b>Water</b>				
	Units			
Total Monthly Pumped Valley	gallons	10,829,000	8,798,000	9,004,000
Daily Average Pumped Valley	gallons	349,322	293,266	290,451
Average Fluoride Residual	mg/L	0.00	0.10	1.10
Fluoride used	lbs	126.20	102.70	148.00
Average Chlorine Residual	mg/L	0.38	0.23	0.13
Chlorine used	lbs	92.70	47.30	58.00
Potassium Permanganate	lbs	372.00	350.00	216.50
<b>Wastewater</b>				
<b>Effluent Flow</b>				
Total Flow Meigs Street	gallons	11,091,000	13,786,000	7,542,000
Avg Daily Flow Meigs Street	gallons	357,000	405,470	243,290
Total Flow Byarsville	gallons	12,110,000	14,917,000	7,770,000
Avg Daily Flow Byarsville	gallons	391,000	438,735	250,645
Total Flow Valmont	gallons	426,000	589,000	428,780
Avg Daily Flow Valmont	gallons	14,000	17,323	13,831
<b>Lift Station Data</b>				
Gardiner St Rainwater Total Runtime	hours	0.00	0.00	0.00
Valhaven (#1) Total Runtime	hours	0.40	0.10	8.70
Valhaven (#2) Total Runtime	hours	5.90	7.00	8.70
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	15.60	20.40	27.10
Valley Shores (1) Pump 2 Total Run	hours	14.20	18.00	24.00
Valley Shores (2) Pump 1 Total Run	hours	42.10	35.60	113.80
Valley Shores (2) Pump 2 Total Run	hours	9.30	42.10	119.20
Valley Shores (3) Pump 1 Total Run	hours	8.20	9.70	6.30
Valley Shores (3) Pump 2 Total Run	hours	8.40	9.80	6.10
Regional Pump #1 Total Runtime	hours	0.00	0.00	13.20
Regional Pump #2 Total Runtime	hours	0.00	0.00	13.30
Mallard (1) Pump 1 Total Runtime	hours	12.30	14.50	12.80
Mallard (1) Pump 2 Total Runtime	hours	11.70	12.80	16.80
Mallard (2) Pump 1 Total Runtime	hours	8.00	4.60	4.70
Mallard (2) Pump 2 Total Runtime	hours	8.70	5.00	3.10
Mallard (3) Pump 1 Total Runtime	hours	14.40	13.60	64.10
Mallard (3) Pump 2 Total Runtime	hours	1.80	2.20	0.00
Mallard (4) Pump 1 Total Runtime	hours	39.40	36.50	24.30
Mallard (4) Pump 2 Total Runtime	hours	33.80	41.30	23.80
Bluewater (1) Pump 1 Total Runtime	hours	10.50	10.60	3.40
Bluewater (1) Pump 2 Total Runtime	hours	22.40	22.20	16.60
Bluewater (2) Pump 1 Total Runtime	hours	14.90	15.50	6.30
Bluewater (2) Pump 2 Total Runtime	hours	14.20	15.50	6.90
Bluewater (3) Pump 1 Total Runtime	hours	70.00	43.00	93.70
Bluewater (3) Pump 2 Total Runtime	hours	54.20	31.30	64.90
Bluewater (4) Pump 1 Total Runtime	hours	13.40	2.10	3.80
Bluewater (4) Pump 2 Total Runtime	hours	12.70	14.40	4.20
Bluewater (5) Pump 1 Total Runtime	hours	0.00	2.10	7.00
Bluewater (5) Pump 2 Total Runtime	hours	318.60	28.00	28.90
Bluewater (6) Pump 1 Total Runtime	hours	21.20	10.10	10.30
Bluewater (6) Pump 2 Total Runtime	hours	212.20	76.50	41.30
Bluewater (7) Pump 1 Total Runtime	hours	5.10	6.30	19.60
Bluewater (7) Pump 2 Total Runtime	hours	5.30	6.20	24.10
Ginger Cove (1) Pump 1 Total Runtime	hours	0.10	0.00	37.41
Ginger Cove (1) Pump 2 Total Runtime	hours	99.50	156.70	32.61
Ginger Cove (2) Pump 1 Total Runtime	hours	0.00	0.00	27.90
Ginger Cove (2) Pump 2 Total Runtime	hours	15.90	20.70	68.10
Ginger Cove (3) Pump 1 Total Runtime	hours	79.00	119.10	51.40
Ginger Cove (3) Pump 2 Total Runtime	hours	0.00	0.00	29.80
Ginger Woods (1) Pump 1 Total Runtime	hours	3.80	6.00	2.50
Ginger Woods (1) Pump 2 Total Runtime	hours	3.30	5.90	2.50
Ginger Woods (2) Pump 1 Total Runtime	hours	18.80	24.10	11.19
Ginger Woods (2) Pump 2 Total Runtime	hours	0.00	0.00	11.19
Ginger Woods (3) Pump 1 Total Runtime	hours	42.10	56.10	48.00
Ginger Woods (3) Pump 2 Total Runtime	hours	43.20	55.10	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









Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
<b>Maintenance Budget</b>	\$27,008.00	\$3,065.00	11%	33%
<b>Total</b>	\$27,008.00	\$3,065.00	11%	100%

JANUARY WORK ORDERS COMPLETED

Date completed	Equipment	Location	Task
1/14/2022	BYERSVILLE LS EMERGENCY GENERATOR	5029 Valley, NE	LS Monthly PM
1/5/2022	COUNTRY AIRE LIFTSTATION	5029 Valley, NE	LS Monthly PM
1/14/2022	DAIRY QUEEN LIFTSTATION	5029 Valley, NE	LS Monthly PM
1/18/2022	MALLARD LANDING LIFT STATION 1	5029 Valley, NE	LS Monthly PM
1/18/2022	MALLARD LANDING LIFT STATION 2	5029 Valley, NE	LS Monthly PM
1/18/2022	MALLARD LANDING LIFT STATION 3	5029 Valley, NE	LS Monthly PM
1/18/2022	MALLARD LANDING LIFT STATION 4	5029 Valley, NE	LS Monthly PM
1/14/2022	MEIGS LS EMERGENCY GENERATOR	5029 Valley, NE	LS Monthly PM
1/13/2022	REGIOINAL LS EMERGENCY GENERATOR	5029 Valley, NE	LS Monthly PM
1/14/2022	VALHAVEN LIFTSTATION	5029 Valley, NE	LS Monthly PM
1/18/2022	BLUEWATER LIFTSTATION 1	5029 Valley, NE	LS Monthly PM
1/18/2022	BLUEWATER LIFTSTATION 2	5029 Valley, NE	LS Monthly PM
1/18/2022	BLUEWATER LIFTSTATION 3	5029 Valley, NE	LS Monthly PM
1/18/2022	BLUEWATER LIFTSTATION 4	5029 Valley, NE	LS Monthly PM
1/18/2022	BLUEWATER LIFTSTATION 5	5029 Valley, NE	LS Monthly PM
1/18/2022	BLUEWATER LIFTSTATION 6	5029 Valley, NE	LS Monthly PM
1/18/2022	BLUEWATER LIFTSTATION 7	5029 Valley, NE	LS Monthly PM
1/18/2022	GINGER COVE LIFT STATION #1	5029 Valley, NE	LS Monthly PM
1/18/2022	GINGER COVE LIFT STATION #2	5029 Valley, NE	LS Monthly PM
1/18/2022	GINGER COVE LIFT STATION #3	5029 Valley, NE	LS Monthly PM
1/18/2022	GINGER WOODS LIFT STATION #1	5029 Valley, NE	LS Monthly PM
1/17/2022	GINGER WOODS LIFT STATION #2	5029 Valley, NE	LS Monthly PM
1/17/2022	GINGER WOODS LIFT STATION #3	5029 Valley, NE	LS Monthly PM
1/17/2022	2 INCH TRASH PUMP #1	5029 Valley, NE	Inspection
1/17/2022	3 INCH TRASH PUMP #1	5029 Valley, NE	Inspection
1/17/2022	2 INCH TRASH PUMP #2	5029 Valley, NE	Inspection
1/17/2022	3 INCH TRASH PUMP #2	5029 Valley, NE	Inspection
1/14/2022	2 INCH TRASH PUMP #3	5029 Valley, NE	Inspection
1/14/2022	LIFT STATION #1-VALLEY,NE SYST	5029 Valley, NE	LS Monthly PM
1/14/2022	LIFT STATION #1-VALLEY,NE SYST	5029 Valley, NE	LS Annual PM
1/14/2022	VALLEY SHORES LIFT STATION 1	5029 Valley, NE	LS Monthly PM
1/14/2022	VALLEY SHORES LIFT STATION 2	5029 Valley, NE	LS Monthly PM

# PeopleService INC.

Water & Wastewater Professionals

1/14/2022	VALLEY SHORES LIFT STATION 3	5029 Valley, NE	LS Monthly PM
1/14/2022	VALMONT LIFT STATION	5029 Valley, NE	LS Monthly PM
1/14/2022	LIFT STATION #1-VALLEY,NE SYST	5029 Valley, NE	LS Annual PM
1/13/2022	WATER PLANT EMERGENCY GENERATOR	6029 Valley, NE	Service Equipment
1/13/2022	AIR COMPRESSOR	6029 Valley, NE	Inspection
1/13/2022	FIRST AID KIT	6029 Valley, NE	Inspection
1/13/2022	HARNESS	6029 Valley, NE	Inspection
1/13/2022	HOIST AND WINCHES	6029 Valley, NE	Inspection
1/13/2022	HIGH SERVICE PUMP #2	6029 Valley, NE	Service Equipment
1/13/2022	LADDERS	6029 Valley, NE	Inspection Calibrate
1/12/2022	PORTABLE GAS MONITOR	6029 Valley, NE	Equipment
1/13/2022	TRIPOD	6029 Valley, NE	Inspection
1/12/2022	FIRE EXTINGUISHERS	6029 Valley, NE	Inspection
1/12/2022	Chemical Feed Line	6029 Valley, NE	Service Equipment

## November 18, 2021 Valley Public Library Board of Trustees Minutes

**Call to Order:** President Cole Buffington called the November 18, 2021 meeting to order at 6:37 p.m.

**Roll Call:** Trustees answering roll call: Cole Buffington, Theresa Samson, Kyle Held, Teresa Mejstrik and James Musson. Librarian, Sami Stewart, Jim Kuster, City Administrator and Mayor Cindy Grove were also in attendance.

**Proof of Posting/Open Meetings Act Poster:** The meeting was held in accordance with the Nebraska Open Meetings Law, with meeting notice posted in the library windows and on web site . Continuously updated copies of the agenda were maintained on the library's bulletin board and the library's website.

**Approval of Agenda:** Motion to approve by T. Mejstrik seconded by K. Held. Yeas: C. Buffington, T. Samson, K. Held, T. Mejstrik, J. Musson. Nays: None. Motion carried 5-0. There were no consent agenda items which required approval.

**Recognition of Visitors/Correspondence:** City Adm., Jim Kuster and Mayor Cindy Grove.

**Public Comment:** None was given.

**Approval of Prior Meetings Minutes:** Motion to approve the September meeting minutes was made by T. Samson, seconded by T. Mejstrik. Yeas: K. Held C. Buffington ,T. Samson, T. Mejstrik, J. Musson Nays: none. Motion carried 5- 0.

### Reports

A. **Board President:** No official report.

B. **Library Director:** S. Stewart had emailed the Librarian's report; she then went over verbally and answered questions.

C. **Friends of the Library:** None

D. **Foundation:** None

**Old Business:**

**A. Strategic Planning Committee: None**

**New Business**

**A. Annual Statistics Report:** Sami handed out the annual statistics report for everyone to review.

**Comments and Announcements by Board Members:** None

**Meeting Adjournment** was announced by President, C. Buffington at 6:56 p.m.  
Next meeting is January 13, 2022 at 6:30pm

Respectfully submitted,

Theresa Samson, secretary

**DAILY RECORDS****January 2022**

	This month	Last month	Last year
<b>LIBRARY VISITS:</b>			
Adults	255	281	206
Children	118	165	99
Computers			
Adults	19	23	38
Children	9	6	0
Fax/Copies	25	12	34
Reference transactions (indicate nature of question)			
Locating Library Materials 20, Readers' Advisory 12, Account info and renewals 7, Technology Assistance 9, Local Info 1, General Info 33.			
Total	82	62	99
<b>PROGRAM ATTENDANCE:</b>			
Adults	29	83	6
1/8 Knitting – 5; 1/13 Board Meeting – 3; 1/17 Book Club – 5; 1/22 Knitting – 6; 1/26 Friends Meeting – 4; 1/29 Knitting – 6			
Teens	35	6	6
1/4 Teen Hangout – 1; 1/11 Teen Hangout – 1; 1/12 Switch Gaming – 2; 11/18 Teen Hangout – 2; 1/28 DC West Middle School – 29			
Children	43	95	32
1/7 Lego Club – 15; 1/21 Lego Club – 11; 1/28 Lego Club – 13; Monthly Craft Kit – 17			
Pre-K	0	0	25
Total	107	184	69
<b>New patrons (indicate Valley, other Douglas Co., non-DC)</b>			
Valley 2, other DC 1, Non DC 0			
Total	3	8	7
Volunteers/hours	0/0	0/0	0/0
<b>MATERIALS CHECKED OUT:</b>			
Adult	188	237	229
Children	342	208	194
Overdrive	237	254	208

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

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

**Twin Rivers YMCA**

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

6100 Twin Rivers Circle, Valley, NE 68064

Retail Liquor License Address or Non-Profit Business Address

47-0376586

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

March 25, 2022

Event Date(s):

Event Start Time(s):

5:30pm

Event End Time(s):

10:00pm

Alternate Date:

Alternate Location Building & Address:

Event Building Name: Twin Rivers YMCA

Event Street Address/City: 6100 Twin Rivers Circle, Valley, NE 68064

Indoor area to be licensed in length & width: 96 x 45

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

Type of Event: Dinner & Auction Estimate # of attendees: 200

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

Event Contact Name: Macy DeWispelare Event Contact Phone Number: 402-650-3967

Event Contact Email: mdewispelare@metroymca.org

\*Signature Authorized Representative: \_\_\_\_\_ Printed Name \_\_\_\_\_

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

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

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

**Local Governing Body completes below:**

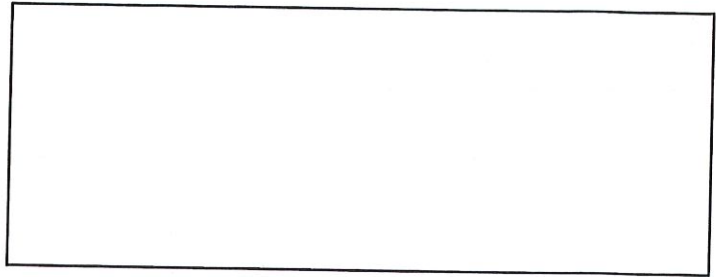
The local governing body for the City/Village of \_\_\_\_\_ **OR** County of \_\_\_\_\_ approves  
the issuance of a Special Designated License as requested above. (Only one should be written above)

\_\_\_\_\_  
Local Governing Body Authorized Signature

\_\_\_\_\_  
Date

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

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



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

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

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

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

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

**Twin Rivers YMCA**

NAME OF CORPORATION

**47-0376586**

FEDERAL ID NUMBER

SIGNATURE OF TITLE OF CORPORATE OFFICERS

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

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

NOTARY PUBLIC SIGNATURE & SEAL



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

# SUMMER NIGHTS GALA

## HERE FOR GOOD

Join us for the 18<sup>th</sup> Annual Dinner  
& Auction to benefit the Twin Rivers  
YMCA Strong Communities Campaign.

**Friday, March 25, 2022**

at the Twin Rivers YMCA

5:30-6:30 pm  
**Social Hour &  
Silent Auction**

6:30 pm  
**Dinner**

7:30 pm  
**Live Auction**



Purchase tickets at the Twin Rivers  
YMCA Welcome Center or online by  
using the link or scanning the QR code:

- \$50/person in advance
- \$55/person at the door

[bit.ly/TwinRivers-Auction22](https://bit.ly/TwinRivers-Auction22)



# PROCLAMATION

*Whereas,* Floods are one of the most common hazards in the United States; and,

*Whereas,* Flood effects can be local, impacting a neighborhood or community, or general, impacting larger areas such as river basins and valleys; and,

*Whereas,* Not all floods are alike. Some develop slowly, sometimes over a period of days, and others, such as flash floods, develop quickly; and,

*Whereas,* It is important to be aware of flood hazards no matter where you live, including along drainage ways and ditches; and,

*Whereas,* A substantial portion of the City of Valley is designated as part of the floodplain or floodway fringe on the Flood Insurance Rate Maps;

*Whereas,* The Valley City Offices, the City Library and the Federal Emergency Management Agency website provide information about flood hazards and flood preparation.

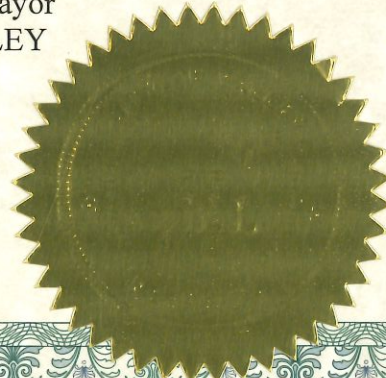
*Now, therefore,* I, Cindy Grove, Mayor of the City of Valley, Nebraska, do hereby proclaim February 2022, as

## ***Flood Education and Awareness Month***

and encourage all residents to join together to address potential flood hazards and support education programs to learn about the National Flood Insurance Program.

\_\_\_\_\_  
Cindy Grove, Mayor  
CITY OF VALLEY

ATTEST: \_\_\_\_\_  
Cheryl Eckerman, City Clerk



**From:** [bounce@lists.fes.org](mailto:bounce@lists.fes.org)  
**To:** [Cheryl Eckerman](#); [Cheryl Eckerman](#); [Jim Kuester](#)  
**Subject:** Contact Us  
**Date:** Tuesday, January 25, 2022 9:52:30 PM

---

EXTERNAL EMAIL

derive\_field: replyto=Email

Name: James Dean

Address: 7804 N 281st Ave

City: Valley

State: Ne

Zip: 68064

Phone: 4026127777

Email: [james@midlandsurgentcare.com](mailto:james@midlandsurgentcare.com)

Details: My name is James Dean can you please add me to the agenda for the city Council meeting in February. I've come to the city Council and talk to him about Valley Marine storage before and I'd like to talk to him again this year. Thank you

submissionDate: 26-Jan-2022



# ELKHORN FENCE CO.

**P.O. Box 186**

**Elkhorn, NE 68022**

**Office 402-289-4945 / Fax 402-289-5566**

To: City of Valley  
Public Works  
  
Attn: Doug Eggen

Date: 2/2/22

Project Name:  
**Dog Park Option #1**

Elkhorn Fence proposes to supply all materials and labor to install 107 LF of 6' tall galv. chain link fence and gates to match existing for:

**\$5,195.00**

Clarifications:

- 3" OD SS 40 terminal/gate posts set in 10"x36" concrete footings.
- 2-1/2" OD SS40 line posts set in 10"x36" concrete footings.
- 1-5/8" OD SS40 top rails.
- 7ga. bottom tension wire.
- Standard 2"x9ga. 1.2 oz galv.chain link mesh.
- (1) 10' wide double swing gates.

Conditions:

Fence to conform to drawings and written specifications and installed in a professional manner.

**All terminal and corner points to be clearly marked prior to our crew's arrival unless otherwise indicated herein. Fence line location shall be the sole responsibility of the Owner/General Contractor.**

Price includes Mobilizations to site.

Price assumes the entire fence line to be accessible by large skid-steer loader and the ability to dig post holes with hydraulic auger.

Project to be finish graded and ready for all fence installation upon notice to proceed and mobilization to the site.

This proposal to be attached to the Contract/Sub-contract as an Exhibit/Amendment to any Contract upon acceptance.

Due to recent substantial and ongoing steel cost increases, price good for **14** days.

Submitted by: Rob Brooks Accepted By: \_\_\_\_\_  
**Rob Brooks**  
402-677-8677 cell

# ELKHORN FENCE CO.

**P.O. Box 186**

**Elkhorn, NE 68022**

**Office 402-289-4945 / Fax 402-289-5566**

To: City of Valley  
Public Works  
  
Attn: Doug Eggen

Date: 2/2/22

Project Name:  
**Dog Park Option #2**

Elkhorn Fence proposes to supply all materials and labor to install 352 LF of 6' tall galvanized chain link fence and gates for:

**\$13,395.00**

Clarifications:

- 3" OD SS 40 terminal/gate posts set in 10"x36" concrete footings.
- 2-1/2" OD SS40 line posts set in 10"x36" concrete footings.
- 1-5/8" OD SS40 top rails.
- 7ga. bottom tension wire.
- Standard 2"x9ga. 1.2 oz galv.chain link mesh.
- (1) 10' wide double swing gates.
- (2) 3' wide single swing gates.

Conditions:

Fence to conform to drawings and written specifications and installed in a professional manner.

**All terminal and corner points to be clearly marked prior to our crew's arrival unless otherwise indicated herein. Fence line location shall be the sole responsibility of the Owner/General Contractor.**

Price includes Mobilizations to site.

Price assumes the entire fence line to be accessible by large skid-steer loader and the ability to dig post holes with hydraulic auger.

Project to be finish graded and ready for all fence installation upon notice to proceed and mobilization to the site.

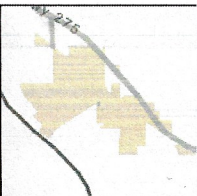
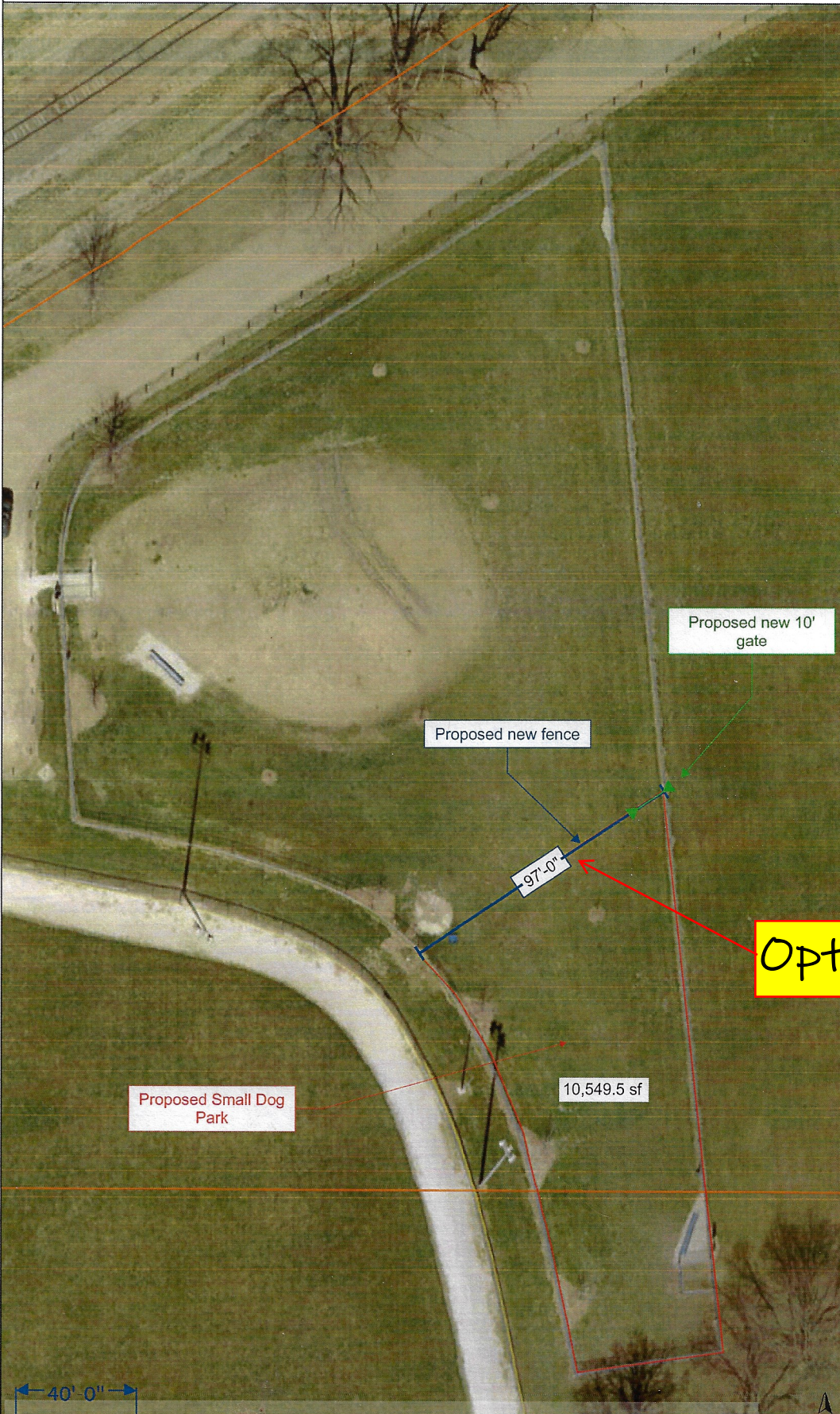
This proposal to be attached to the Contract/Sub-contract as an Exhibit/Amendment to any Contract upon acceptance.

Price good for **14** days.

Submitted by: Rob Brooks

Accepted By: \_\_\_\_\_

**Rob Brooks**  
402-677-8677 cell



- Legend
- Parcels
  - Property Lines



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

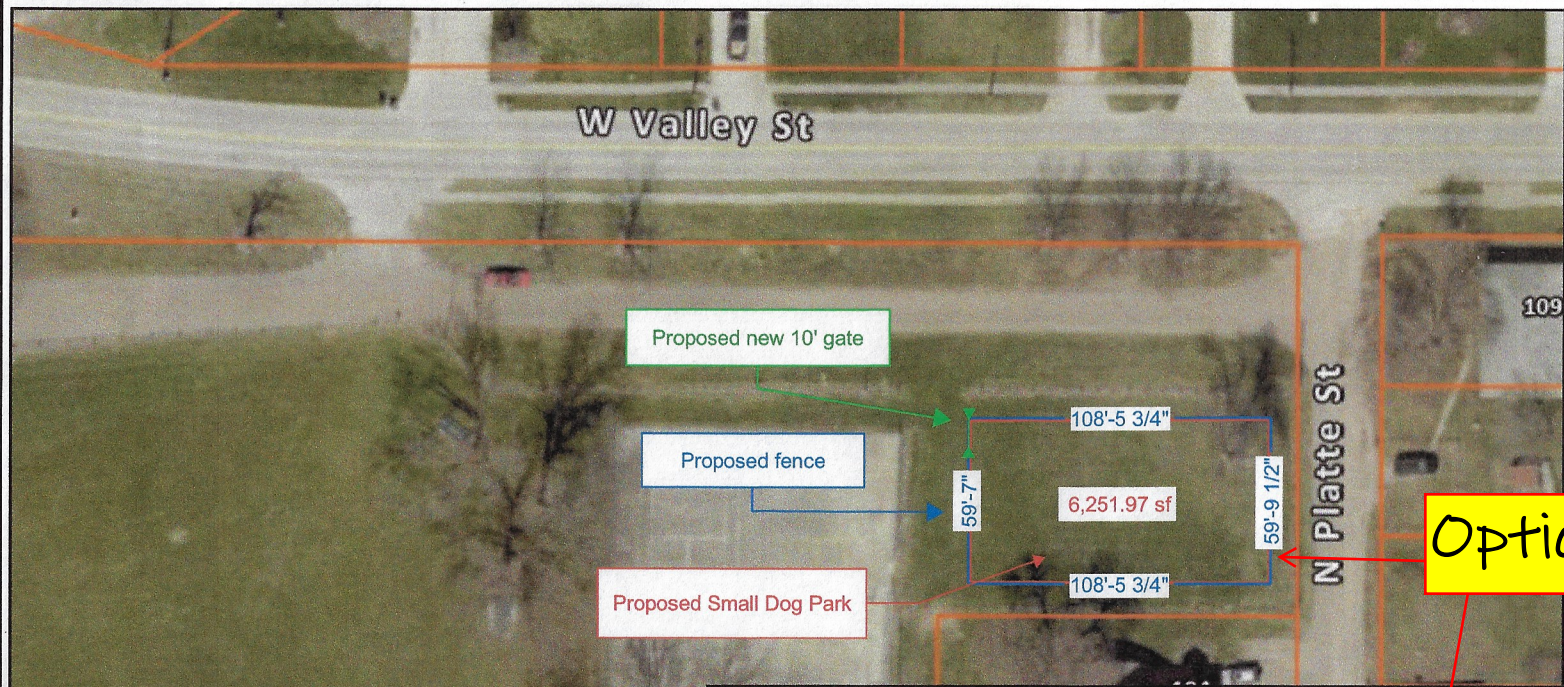
Printed from dogis.org:  
01/24/2022 14:26:33

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



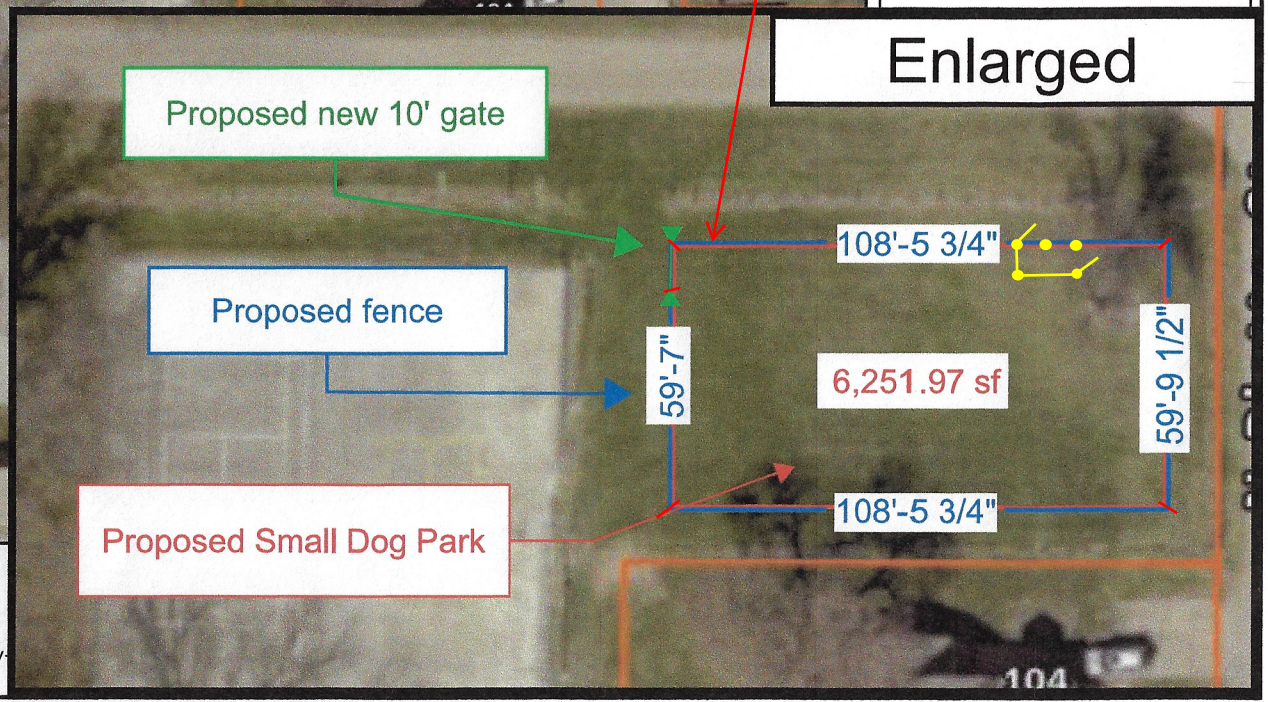
Legend

- Parcels
- Property Lines

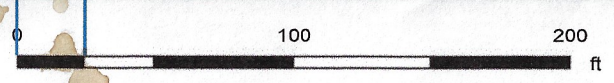


Option #2

Enlarged



25'-0"



**From:** [Jim Kuester](#)  
**To:** [Jim Kuester](#)  
**Subject:** FW: Contact Us - Dog Park  
**Date:** Friday, February 4, 2022 9:57:00 AM

---

EXTERNAL EMAIL

derive\_field: replyto=Email

Name: Allison Latenser

Address: 3827 N 169th Avenue

City: Valley

State: NE

Zip: 68064

Phone: (402) 553-8853

Email: [alatenser@yahoo.com](mailto:alatenser@yahoo.com)

Details: February 3, 2022 Dear Mayor and City Council Members, This letter concerns the small dog park implementation request made at the January 11 council meeting. My husband and I are residents of the City of Valley and have been regular users of the Valley Dog Park for the last eight months. In that time we have met and interacted with most of the other dog owners using the park. We have exchanged each other's cell phone numbers (about 20 contacts) and have organized a Sunday morning dog run. Some of us also meet at 11:00AM and/or 4:30PM on weekdays. This is not a closed group. Newcomers who come to the park are welcomed and invited to join. While our dogs know each other and play well together, it is true that most of them are larger dogs. We agree that the owners of smaller dogs who may not be comfortable with the current arrangement have the right to some space where their dogs can safely run and play. Toward that end, it has been suggested that the current dog park be divided into two sections; one for all dogs including bigger dogs and one only for smaller. Several of us have looked at the proposed cut-off line and believe that too much space is being taken from the current area. The truth is, our dogs use the entire space they currently have. The dog park is one of Valley's biggest assets and those of us who use it would hate to see that change. Rather than dividing the current park, we hope the council will consider another option: In order to accommodate all parties, we propose dedicating the space between the current park and the batting cages for the purpose of an exclusive small dog area sharing the other park facilities. Please highlight this address <https://goo.gl/maps/aujJa1K5xmfKYfbWZ> and right-click to find an aerial photo

of the park as it currently exists. Perhaps a gate wide enough for a mower to pass through could be installed in the park fence on the south side. Water and containers could be shared. An entrance into the smaller dog park would need to be installed. We

submissionDate: 03-Feb-2022

**RESOLUTION NO. 2022-15**

**WHEREAS**, the City of Valley has received an application for permit to sell fireworks within the Valley City Limits from Valley Days Foundation, and

**WHEREAS**, the Building Inspector and City Clerk have reviewed and tallied the score from said application and made their recommendations, and

**NOW, THEREFORE, BE IT RESOLVED THAT** by the Governing Body of the City of Valley, Douglas County, Nebraska, that the application for a permit to sell fireworks submitted by Valley Days Foundation is approved. A fireworks permit will be issued to Valley Days Foundation upon receipt of a copy of a certificate of insurance and payment of fee as set forth in Ordinance No. 620 and subject to any and all other reasonable conditions imposed by the City Building Inspector and/or City Code.

**DATED THIS** 8<sup>th</sup> day of February, 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

RECEIVED

JAN 25 2022

# Fireworks Application

Per \_\_\_\_\_

City of Valley, NE  
203 North Spruce Street  
Valley, NE 68064

Application Score

City Clerk - 402-359-2251 ext 304 or email cityclerk@valleyne.org

(Please Print)

## APPLICATION INFORMATION

Date 1/21/2022 Renewal Yes No Year of last Renewal \_\_\_\_\_ State Fireworks No. \_\_\_\_\_

Name of Organization Valley Days Foundation

Organization Address PO Box 18 City, State, Zip Valley, NE 68064

Name of Person(s) Responsible Cindy Grove

Phone No. 402-598-1169 Cell No. \_\_\_\_\_ Email Address info@valleydays.net

## SITE LOCATION INFORMATION

Site Location/Address 6085 N 261<sup>st</sup> Circle, Valley, NE 68064

Property Owner Name/Address James J. Charvat  
6085 N 261<sup>st</sup> Circle Property Owner Phone No. 402-680-9011

Lot Size .77 acres Total Dimensions 230 x 165 Total Sq. feet 33,760 Current Zoning Commercial

Existing use: Dairy Queen Parking Proposed use: Fireworks Tent

Electric wiring/lighting be provided: Yes \_\_\_ No X Estimated date of Inspection \_\_\_\_\_

Number of paved parking spots: 35 Total sign square footage 45

## APPLICANT CERTIFICATION

The information contained in this application is true and accurate to the best of my knowledge. I have read, am familiar with and acknowledge receipt of Article VII Fireworks Sales (Section 30-260 thru 271) NFPA 1124 and all State Statutes regarding sales within the City of Valley. I understand that failure to comply with all regulations of the City Code and State Statute may result in the immediate suspension of this permit. Please have permit available on-site for inspectors. Spot inspections will be made during the operational period.

Signature of Applicant Julie Jeele Date 1/21/2022

402-206-4892

**To be Completed by the City of Valley ONLY**

City of Valley Inspection

The temporary use complies with site development regulations

Proposed parking and circulation allow safe access to the site.

Denied

Approved from the period from \_\_\_\_\_ to \_\_\_\_\_ with the following conditions:

City of Valley Permits and Inspections, approved by \_\_\_\_\_

Date \_\_\_\_\_

*1-25-22 paid \$50.00 ck # 016325  
Hometown Fireworks LLC.  
ce*

// - exits with exit signs

• - fire extinguishers

□ - ~~signage~~ signage (no smoking, no discharge)

---- : No parking

NO storage - everything kept inside of tent.



1/21/2022

I give permission for hometown Fireworks to use Dairy Queen parking lot for temporary fireworks stand  
June 24<sup>th</sup> 2022- July 5<sup>th</sup> 2022.

*J-J-Charwit*



# Valley Days Foundation

Established 2018

[www.valleydays.net](http://www.valleydays.net)

1/22/2022

City of Valley  
203 N Spruce St  
Valley, NE 68064

To Whom it May Concern,

The Valley Days Foundation is a 501(c)3 non-profit corporation dedicated to coordinating and funding community events and community betterment in the City of Valley. All proceeds of the Fireworks will go towards serving our mission of community events and community betterment in the City of Valley.

Sincerely,

Cindy Grove  
President, Valley Days Foundation

---

**P.O. Box 18 Valley, NE 68064**

**[info@valleydays.net](mailto:info@valleydays.net)**

---

# Valley Days Foundation

## Profit and Loss

October 2020 - September 2021

	TOTAL
Income	
Donation	18,491.25
Fundraiser Proceeds	1,173.04
Reimbursement Income	127.33
Sales of Products	331.41
Service/Fee Income	120.00
Vendor / Participant Fees	729.15
Car Show	3,286.72
<b>Total Vendor / Participant Fees</b>	<b>4,015.87</b>
<b>Total Income</b>	<b>\$24,258.90</b>
<b>GROSS PROFIT</b>	<b>\$24,258.90</b>
Expenses	
Advertising & Marketing	3,727.12
Charitable Contributions	400.00
Community Assistance	325.22
Event / Fundraiser Expenses	
Event Vendor Payments	11,228.50
Supplies & Materials	3,341.97
<b>Total Event / Fundraiser Expenses</b>	<b>14,570.47</b>
Interest Paid	-16.16
Office/General Administrative Expenses	
Bank Charges & Fees	38.11
Insurance	1,350.40
Legal & Professional Services	530.53
Meals & Entertainment	199.21
Office Supplies & Software	1,158.95
Postage / Shipping	172.75
Taxes & Licenses	23.00
<b>Total Office/General Administrative Expenses</b>	<b>3,472.95</b>
QuickBooks Payments Fees	162.55
<b>Total Expenses</b>	<b>\$22,642.15</b>
<b>NET OPERATING INCOME</b>	<b>\$1,616.75</b>
<b>NET INCOME</b>	<b>\$1,616.75</b>

# NEBRASKA STATE FIRE MARSHAL

246 South 14th Street  
Lincoln, NE 68508-1804

## LICENSE FOR SALE OF FIREWORKS

Permissible fireworks may be sold at retail commencing 12:01 AM June 25 and ending 11:59 PM July 4 OR 12:01 AM December 29 and ending 11:59 PM December 31 and must be purchased from a licensed distributor or jobber. A jobber may not sell retail. Invoice copies for all fireworks must be kept available for inspection and must show the license number of the distributor or jobber. Fireworks may not be sold outside the city limits of an incorporated town or village. Violations of State Fire Marshal regulations may result in immediate revocation of this license.

### LICENSE GOOD ONLY FOR CALENDAR YEAR IN WHICH ISSUED

This copy signed, dated and numbered by the STATE FIRE MARSHAL constitutes issuance of a LICENSE pursuant to the provisions of Nebraska Revised Statute 28-1246 (1994 Supp.). Such license shall be displayed at licensee's place of business

**DATE RECEIVED:**

January 22, 2022 09:15 AM

**TYPE OF LICENSE AND FEE:**

Retail Permit (July) - \$25.00

**LOCATION OF OUTLET FOR RETAIL SALE OF FIREWORKS:**

6085 W. 261st Cir  
Valley  
Tent in parking lot

**COUNTY:**  
Douglas

**STORAGE LOCATION:****DISTRIBUTOR(S)/JOBBER(S):**

Hometown Fireworks (2022-RP-67819024-17)

**SALES TAX NUMBER:****DATE ISSUED:**

January 20, 2022 12:35 PM



STATE FIRE MARSHAL

**LICENSE HOLDER:**

Hometown Fireworks

**LICENSE NUMBER:**

2022-RP-67820130-1-01

**RESOLUTION NO. 2022-16**

**WHEREAS**, the City of Valley has received an application for permit to sell fireworks within the Valley City Limits from American Legion Post #58, and

**WHEREAS**, the Building Inspector and City Clerk have reviewed and tallied the score from said application and made their recommendations, and

**NOW, THEREFORE, BE IT RESOLVED THAT** by the Governing Body of the City of Valley, Douglas County, Nebraska, that the application for a permit to sell fireworks submitted by American Legion Post #58 is approved. A fireworks permit will be issued to American Legion Post #58 upon receipt of a copy of a certificate of insurance and payment of fee as set forth in Ordinance No. 620 and subject to any and all other reasonable conditions imposed by the City Building Inspector and/or City Code.

**DATED THIS** 8<sup>th</sup> day of February, 2022.

CITY OF VALLEY, DOUGLAS  
COUNTY, NEBRASKA

\_\_\_\_\_  
Cindy Grove, Mayor

\_\_\_\_\_  
Mike Stanzel, Council Member President

\_\_\_\_\_  
Bryon Ueckert, Council Member

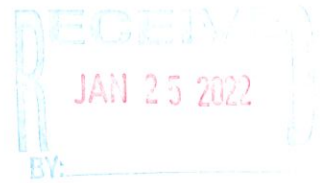
\_\_\_\_\_  
Linda Lewis, Council Member

ATTEST:

\_\_\_\_\_  
Chris TenEyck, Council Member

\_\_\_\_\_  
Cheryl K. Eckerman, City Clerk

# Fireworks Application



City of Valley, NE  
203 North Spruce Street  
Valley, NE 68064

Application Score

City Clerk - 402-359-2251 ext 304 or email cityclerk@valleyne.org

(Please Print)

## APPLICATION INFORMATION

Date 1/24/22 Renewal  Yes  No Year of last Renewal 2021 State Fireworks No. 2022-RP-68022634-43-1

Name of Organization AMERICAN LEGION POST 58/LEGION BASEBALL

Organization Address 111 E. FRONT ST. PO BOX 574 City, State, Zip VALLEY, NE 68064

Name of Person(s) Responsible DICK ROWE / GARY WASSERBURGER

Phone No. Cell No. 402-490-5324 Email Address Dodgefanforever42@gmail.com  
402-681-1402 egwasser@cox.net

## SITE LOCATION INFORMATION

Site Location/Address 6080 N. 261 ST. CIRCLE, VALLEY, NE. 68064  
2903 N. 191 ST. STREET, ELKHORN, NE. 68022

Property Owner Name/Address AMARENDAR VANAPARTI Property Owner Phone No. 402-990-0916

Lot Size 1.11 acres Total Dimensions 60 x 60 Total Sq. feet 3600 Current Zoning 63

Existing use: VACANT LOT Proposed use: TEMPORARY FIREWORK TENT

Electric wiring/lighting be provided: Yes  No  Estimated date of Inspection JUNE 24, 2022

Number of paved parking spots: OPEN CIRCLE Total sign square footage 46 FT<sup>2</sup>

## APPLICANT CERTIFICATION

The information contained in this application is true and accurate to the best of my knowledge. I have read, am familiar with and acknowledge receipt of Article VII Fireworks Sales (Section 30-260 thru 271) NFPA 1124 and all State Statutes regarding sales within the City of Valley. I understand that failure to comply with all regulations of the City Code and State Statute may result in the immediate suspension of this permit. Please have permit available on-site for inspectors. Spot inspections will be made during the operational period.

Signature of Applicant Richard Rowe

Date 1/24/2022

# NEBRASKA STATE FIRE MARSHAL

246 South 14th Street  
Lincoln, NE 68508-1804

## LICENSE FOR SALE OF FIREWORKS

Permissible fireworks may be sold at retail commencing 12:01 AM June 25 and ending 11:59 PM July 4 OR 12:01 AM December 29 and ending 11:59 PM December 31 and must be purchased from a licensed distributor or jobber. A jobber may not sell retail. Invoice copies for all fireworks must be kept available for inspection and must show the license number of the distributor or jobber. Fireworks may not be sold outside the city limits of an incorporated town or village. Violations of State Fire Marshal regulations may result in immediate revocation of this license.

### LICENSE GOOD ONLY FOR CALENDAR YEAR IN WHICH ISSUED

This copy signed, dated and numbered by the STATE FIRE MARSHAL constitutes issuance of a LICENSE pursuant to the provisions of Nebraska Revised Statute 28-1246 (1994 Supp.). Such license shall be displayed at licensee's place of business.

**DATE RECEIVED:**

January 20, 2022 03:13 PM

**TYPE OF LICENSE AND FEE:**

Retail Permit (July) - \$25.00

**LOCATION OF OUTLET FOR RETAIL SALE OF FIREWORKS:**

6080 N 261 St Circle  
Valley  
Tent in vacant lot

**COUNTY:**

Douglas

**STORAGE LOCATION:****DISTRIBUTOR(S)/JOBBER(S):**

Ka-Boomers Enterprises, Inc. (2022-RP-67651856-7)

**SALES TAX NUMBER:****DATE ISSUED:**

January 20, 2022 02:49 PM



STATE FIRE MARSHAL

**LICENSE HOLDER:**

Claude H. Montgomery Post No. 58, The American Legion

**LICENSE NUMBER:**

2022-RP-68022034-43-01

# 2022 Ka-Boomer's 1/2 Price Outlet Fireworks Stand Agreement

**The Agency, Ka-Boomer's Enterprises, Inc. agrees to:**

1. To obtain and provide city, county and state fireworks permits that must be displayed at fireworks stand.
2. American Legion Post 58/VFW Post 9897 will assist in filling out city permit paperwork pertaining to non-profit organization and contact person.
3. To publish advertising in local areas. To pay rent on property Lease. To pay for tent rental.
4. To provide a list of inventory, selling aids, and equipment for use in the fireworks stand. To operate/manage the fireworks stand 24/7.
5. To pick up all remaining fireworks inventory and stand supplies at the end of the season.
6. The following will be the commission structure for the 2022 season:  
American Legion Post 58/VFW Post 9897 will be guaranteed \$6,000.00 for the 2022 fireworks season only upon approval by the City of Valley.  
American Legion Post 58/VFW Post 9897 will be included as additional insured on the 2022 Premise Liability Insurance policy.
7. If American Legion Post 58 would like to provide any volunteer help, they must contact Ka-Boomer's to make arrangements to do so.

**Please fill out the following COMPLETELY and please write Legible:**

I hereby agree to meet all the guidelines set forth by Ka-Boomer's Enterprises, Inc.

Name of Organization: Valley American Legion Post 58/VFW Post 9897

Authorized Signature: Richard Rowe Date: 12/9/21

**CHAIR PERSON CONTACT INFORMATION: Please Print the following:**

Agent: Richard Rowe

Address: 206 Sunset St. PO Box 229 City: Valley ST: NE Zip: 68064

Home Phone: 402-359-5417 Work: \_\_\_\_\_ Cell: 402-490-5324 Email: dodgerfanforever42@gmail.com

**COMMISSION INFORMATION: Please Print the following:**

\*\* IMPORTANT-Commission check will be made payable to: American Legion Post 58

\*\* IMPORTANT-Non-Profit Organization Federal I.D. Number: 47-6032520

ADDRESS TO MAIL COMMISSION CHECK: PO Box 574 Valley, NE 68064

**ADDITIONAL CONTACT INFORMATION:**

#1 Name: Dick Rowe Phone: 402-359-5417 Cell Phone: 402-490-5324

#2 Name: Gary Wasserburger Phone: \_\_\_\_\_ Cell Phone: 402-681-1402

\*\*\*\*\*For Office Use Below This Line\*\*\*\*\*

KA-BOOMER'S ENTERPRISES, INC. Agrees to the guidelines noted above:

By: Lam Bj Date: 10/4/21

**PLEASE RETURN BY: OCTOBER 31<sup>st</sup>, 2021**

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**AMERICAN LEGION Post 58 CLAUDE H MONTGOMERY**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **501 C**  
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**111 E. FRONT ST. - PO BOX 574**

Requester's name and address (optional)

6 City, state, and ZIP code

**VALLEY, NE 68064**

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				

OR

Employer identification number									
4	7	-	6	0	3	2	5	2	0

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

**Richard L. Rowe**

Date ▶ **12/9/2021**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**Ka-Boomer's Enterprises, Inc.  
2022 Property Lease Agreement  
PO Box 86 Wahoo, NE 68066**

The following license agreement is for a short term license only for the purpose of operating a retail fireworks on privately owned property. Ka-Boomers Enterprises, Inc. agrees to the following terms of the contract with the current property owner(s):

Name Amarendar Vanaparti  
 Address 2703 N. 191<sup>st</sup> Street Elkhorn, NE 68022  
 Phone 402-990-0916 Cell: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

1. To pay lease fee in the amount of **\$ 5,000.00** on the property located at 6080 N. 261<sup>st</sup> Circle Valley, NE 68064 Rent payable to said owner per approval of said premises by City Council or County Board. Ka-Boomer's will be given first option the following year upon performance satisfaction in current selling year as witnessed by landowner. If said City Council, County Board, or State in which you are located decides to Ban the sale of Fireworks due to weather/dry conditions and making it unable for Ka-Boomer's to make use of the property, 100% of the lease amount would be returned to Ka-Boomer's, Inc. If a Ban should occur during said period of lease then a pro-rated lease amount will be returned to Ka-Boomer's based on the amount of days not used by Ka-Boomer's, Inc. In the event Ka-Boomer's is unable to fill the management position to operate this location prior to the dates of the lease, the lease is void.
2. The date of the lease will be from June 25<sup>th</sup> through and including July 4<sup>th</sup>, 2022. We will start setting up the area 2-3 days in advance. Trailer will be removed as soon as possible or as agreed upon at the time of the lase.
3. These premises will be left in similar condition as prior to beginning retail operations. Ka-Boomers will repair promptly any damage resulting to the premises as a result of Ka-Boomer's activities. All trash will be picked up and removed from the property upon or before departure.
4. Ka-Boomer's Enterprises, Inc. will provide owner of property a premise liability insurance policy in the amount of \$5,000,000 in case of any injury occurring on the property. This policy will be received two weeks prior to date of lease.
5. Ka-Boomer's Enterprises Inc., will protect and maintain said property through and including dates of this lease agreement. The location will be supervised by an adult. Fireworks will not be allowed to be discharged on property. Signs will also be posted as to not allow the lighting of fireworks on property.
6. Waiver. To the extent permitted by law, Licensor (land owner), its agents and employees, shall not be liable for, and licenses waives all claims for damage or loss to persons or property sustained by licensee or any persons claiming through Licensee resulting from any accident or occurrence in or upon the Licensee Area.
7. Indemnification. Licensee shall indemnify Licensor, its agents and employees, from and against any and all liability, liens, claims, damages, expenses, fines, penalties, suits, proceedings, action and causes of action arising or related in any way to Licensee's use of the Licensed Area and adjacent area, Licensee's activities in the Area, or any damage, loss or theft of any property of Licensee.
8. Rental fee and insurance will be received by land owner no later than two weeks prior to setting up fireworks stand.
9. Contract void if before mentioned property is sold/leased providing Ka-Boomer's with a 60-day notice prior to lease date.

\*\*\*\*\*

I, Dan Bunjer, agent for Ka-Boomer's Enterprises, Inc. do hereby agree to these terms  
 Signed: [Signature] Date: 10/4/21

I, current land owner (representative for land owner), do hereby agree to these terms (please print legibly for payment)  
 Signed: [Signature] Date: 11/16/21  
 Printed Name: Amar Vanaparti

NOTE: Rent payment will be made to: Amarendar Vanaparti If Indv. S.S. # \_\_\_\_\_  
 If Payable to Business; FED. ID # \_\_\_\_\_ Type of Business (Indv., S-Corp, LLC, 501, etc.) Individual

**Exempt Organization Business Income Tax Return  
(and proxy tax under section 6033(e))**

**2020**

For calendar year 2020 or other tax year beginning \_\_\_\_\_, 2020, and ending \_\_\_\_\_, 20\_\_\_\_\_

▶ Go to [www.irs.gov/Form990T](http://www.irs.gov/Form990T) for instructions and the latest information.

▶ Do not enter SSN numbers on this form as it may be made public if your organization is a 501(c)(3).

Open to Public Inspection  
for 501(c)(3)  
Organizations Only

Department of the Treasury  
Internal Revenue Service

<b>A</b> <input type="checkbox"/> Check box if address changed.  <b>B</b> Exempt under section <input checked="" type="checkbox"/> 501(c)(19) <input type="checkbox"/> 408(e) <input type="checkbox"/> 220(e) <input type="checkbox"/> 408A <input type="checkbox"/> 530(a) <input type="checkbox"/> 529(a) <input type="checkbox"/> 529A	<b>Print or Type</b>	Name of organization ( <input type="checkbox"/> Check box if name changed and see instructions.) AMERICAN LEGION POST 58 CLAUDE H MONTGOMERY	<b>D</b> Employer identification number 47-6032520
		Number, street, and room or suite no. If a P.O. box, see instructions. 111 E FRONT ST	<b>E</b> Group exemption number (see instructions)
		City or town, state or province, country, and ZIP or foreign postal code VALLEY, NE 68064	<b>F</b> <input type="checkbox"/> Check box if an amended return.
		<b>C</b> Book value of all assets at end of year . . . . . ▶ 179,298.	

**G** Check organization type ▶  501(c) corporation  501(c) trust  401(a) trust  Other trust  Applicable reinsurance entity

**H** Check if filing only to ▶  Claim credit from Form 8941  Claim a refund shown on Form 2439

**I** Check if a 501(c)(3) organization filing a consolidated return with a 501(c)(2) titleholding corporation . . . . . ▶

**J** Enter the number of attached Schedules A (Form 990-T) . . . . . ▶ 1

**K** During the tax year, was the corporation a subsidiary in an affiliated group or a parent-subsidiary controlled group? ▶  Yes  No  
If "Yes," enter the name and identifying number of the parent corporation ▶

**L** The books are in care of ▶ 206 SUNSET ST VALLEY NE 68064 Telephone number ▶ (402) 490-5324

**Part I Total Unrelated Business Taxable Income**

1	Total of unrelated business taxable income computed from all unrelated trades or businesses (see instructions) . . . . .	1	-2,905.
2	Reserved . . . . .	2	
3	Add lines 1 and 2 . . . . .	3	-2,905.
4	Charitable contributions (see instructions for limitation rules) . . . . .	4	
5	Total unrelated business taxable income before net operating losses. Subtract line 4 from line 3 . . . . .	5	-2,905.
6	Deduction for net operating loss. See instructions . . . . .	6	
7	Total of unrelated business taxable income before specific deduction and section 199A deduction. Subtract line 6 from line 5 . . . . .	7	-2,905.
8	Specific deduction (generally \$1,000, but see instructions for exceptions) . . . . .	8	1,000.
9	Trusts. Section 199A deduction. See instructions . . . . .	9	
10	Total deductions. Add lines 8 and 9 . . . . .	10	1,000.
11	Unrelated business taxable income. Subtract line 10 from line 7. If line 10 is greater than line 7, enter zero . . . . .	11	0.

**Part II Tax Computation**

1	Organizations taxable as corporations. Multiply Part I, line 11 by 21% (0.21) . . . . . ▶	1	0.
2	Trusts taxable at trust rates. See instructions for tax computation. Income tax on the amount on Part I, line 11 from: <input type="checkbox"/> Tax rate schedule or <input type="checkbox"/> Schedule D (Form 1041) . . . . . ▶	2	
3	Proxy tax. See instructions . . . . . ▶	3	
4	Other tax amounts. See instructions . . . . .	4	
5	Alternative minimum tax (trusts only) . . . . .	5	
6	Tax on noncompliant facility income. See instructions . . . . .	6	
7	Total. Add lines 3 through 6 to line 1 or 2, whichever applies . . . . .	7	0.

**Part III Tax and Payments**

<b>1a</b> Foreign tax credit (corporations attach Form 1118; trusts attach Form 1116)	<b>1a</b>	
<b>b</b> Other credits (see instructions)	<b>1b</b>	
<b>c</b> General business credit. Attach Form 3800 (see instructions)	<b>1c</b>	
<b>d</b> Credit for prior year minimum tax (attach Form 8801 or 8827)	<b>1d</b>	
<b>e</b> <b>Total credits.</b> Add lines 1a through 1d	<b>1e</b>	
<b>2</b> Subtract line 1e from Part II, line 7	<b>2</b>	0.
<b>3</b> Other taxes. Check if from: <input type="checkbox"/> Form 4255 <input type="checkbox"/> Form 8611 <input type="checkbox"/> Form 8697 <input type="checkbox"/> Form 8866 <input type="checkbox"/> Other (attach statement)	<b>3</b>	
<b>4</b> <b>Total tax.</b> Add lines 2 and 3 (see instructions). <input type="checkbox"/> Check if includes tax previously deferred under section 1294. Enter tax amount here	<b>4</b>	0.
<b>5</b> 2020 net 965 tax liability paid from Form 965-A or Form 965-B, Part II, column (k), line 4	<b>5</b>	
<b>6a</b> Payments: A 2019 overpayment credited to 2020	<b>6a</b>	
<b>b</b> 2020 estimated tax payments. Check if section 643(g) election applies <input type="checkbox"/>	<b>6b</b>	
<b>c</b> Tax deposited with Form 8868	<b>6c</b>	
<b>d</b> Foreign organizations: Tax paid or withheld at source (see instructions)	<b>6d</b>	
<b>e</b> Backup withholding (see instructions)	<b>6e</b>	
<b>f</b> Credit for small employer health insurance premiums (attach Form 8941)	<b>6f</b>	
<b>g</b> Other credits, adjustments, and payments: <input type="checkbox"/> Form 2439 <input type="checkbox"/> Form 4136 <input type="checkbox"/> Other Total	<b>6g</b>	
<b>7</b> <b>Total payments.</b> Add lines 6a through 6g	<b>7</b>	
<b>8</b> Estimated tax penalty (see instructions). Check if Form 2220 is attached <input type="checkbox"/>	<b>8</b>	
<b>9</b> <b>Tax due.</b> If line 7 is smaller than the total of lines 4, 5, and 8, enter amount owed	<b>9</b>	0.
<b>10</b> <b>Overpayment.</b> If line 7 is larger than the total of lines 4, 5, and 8, enter amount overpaid	<b>10</b>	
<b>11</b> Enter the amount of line 10 you want: <b>Credited to 2021 estimated tax</b> <input type="checkbox"/> <b>Refunded</b> <input type="checkbox"/>	<b>11</b>	

**Part IV Statements Regarding Certain Activities and Other Information** (see instructions)

	Yes	No
<b>1</b> At any time during the 2020 calendar year, did the organization have an interest in or a signature or other authority over a financial account (bank, securities, or other) in a foreign country? If "Yes," the organization may have to file FinCEN Form 114, Report of Foreign Bank and Financial Accounts. If "Yes," enter the name of the foreign country here		X
<b>2</b> During the tax year, did the organization receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," see instructions for other forms the organization may have to file.		X
<b>3</b> Enter the amount of tax-exempt interest received or accrued during the tax year \$		
<b>4a</b> Did the organization change its method of accounting? (see instructions)		X
<b>b</b> If 4a is "Yes," has the organization described the change on Form 990, 990-EZ, 990-PF, or Form 1128? If "No," explain in Part V		

**Part V Supplemental Information**

Provide the explanation required by Part IV, line 4b. Also, provide any other additional information. See instructions.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	Signature of officer	Date	TREASURER	May the IRS discuss this return with the preparer shown below (see instructions)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
			Title		
<b>Paid Preparer Use Only</b>	Print/Type preparer's name DOTTIE STRENGER	Preparer's signature <i>ds</i>	Date 4/27/21	Check <input checked="" type="checkbox"/> if self-employed	PTIN
	Firm's name DOTTIE STRENGER EA	Firm's EIN 47-0784822			
	Firm's address 115 N CLARMAR AVE, FREMONT, NE 68025	Phone no. (402) 721-9648			



Claude H. Montgomery, Post 58  
111 East Street  
PO Box 574  
Valley, NE 68064

Attached is a list of Community Betterment Activities by Post 58 Legion, Auxiliary, Sons of the American Legion and Veterans of Foreign Wars Post 9897. The proceeds from firework sales will continue to be used for these activities in the future.

Proceeds from previous year's fireworks sales are as follows:

2020	\$7,000.00
2021	\$5,000.00

All of these funds plus supplemental funds from Post 58 and Post 9897 have been used directly to support these activities and to maintain our facilities which enable us to operate our post.

We also loan wheelchairs, walkers, canes and crutches.

## **Fireworks Operation Income and Expenditures**

<b>Season 2021 Total Sales</b>	<b>\$58,645.06</b>
<b>Operating Cost:</b>	
<b>All picked up by Ka-Boomers</b>	<b>\$ 0.00</b>
<b>Total Expenses</b>	<b>\$ 0.00</b>
<b>Received Commission for Firework Sales</b>	<b>\$ 6,000.00</b>
<b>Payed Baseball boys Donation of 30%</b>	<b>\$ 1,000.00</b>
<b>Benefits for American Legion</b>	<b><u>\$ 5,000.00</u></b>

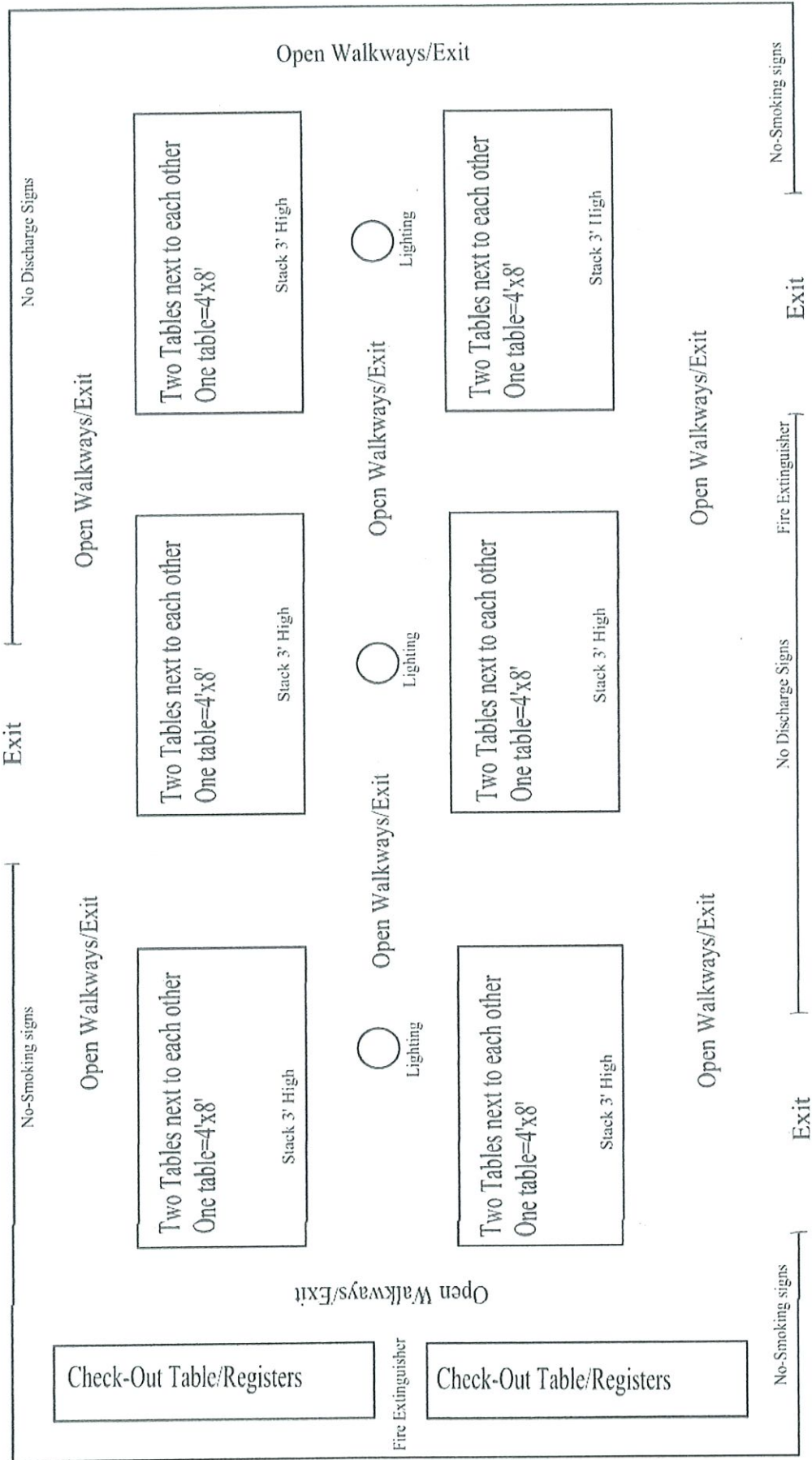
Site Plan: 6080 N. 261<sup>st</sup> Circle  
Valley, NE 68064

TENT = 40' x 60' = 2400 SQ FT  
SIGNS = Two 4' x 8' Vinyl Signs = 64 SQ FT Total



N ←

TENT LAYOUT  
 SIZE: 40 FT x 60 FT



4' Required Aisle Width per State Code

*Valley Legion  
Security & Storage*

Our security Plan is as follows:

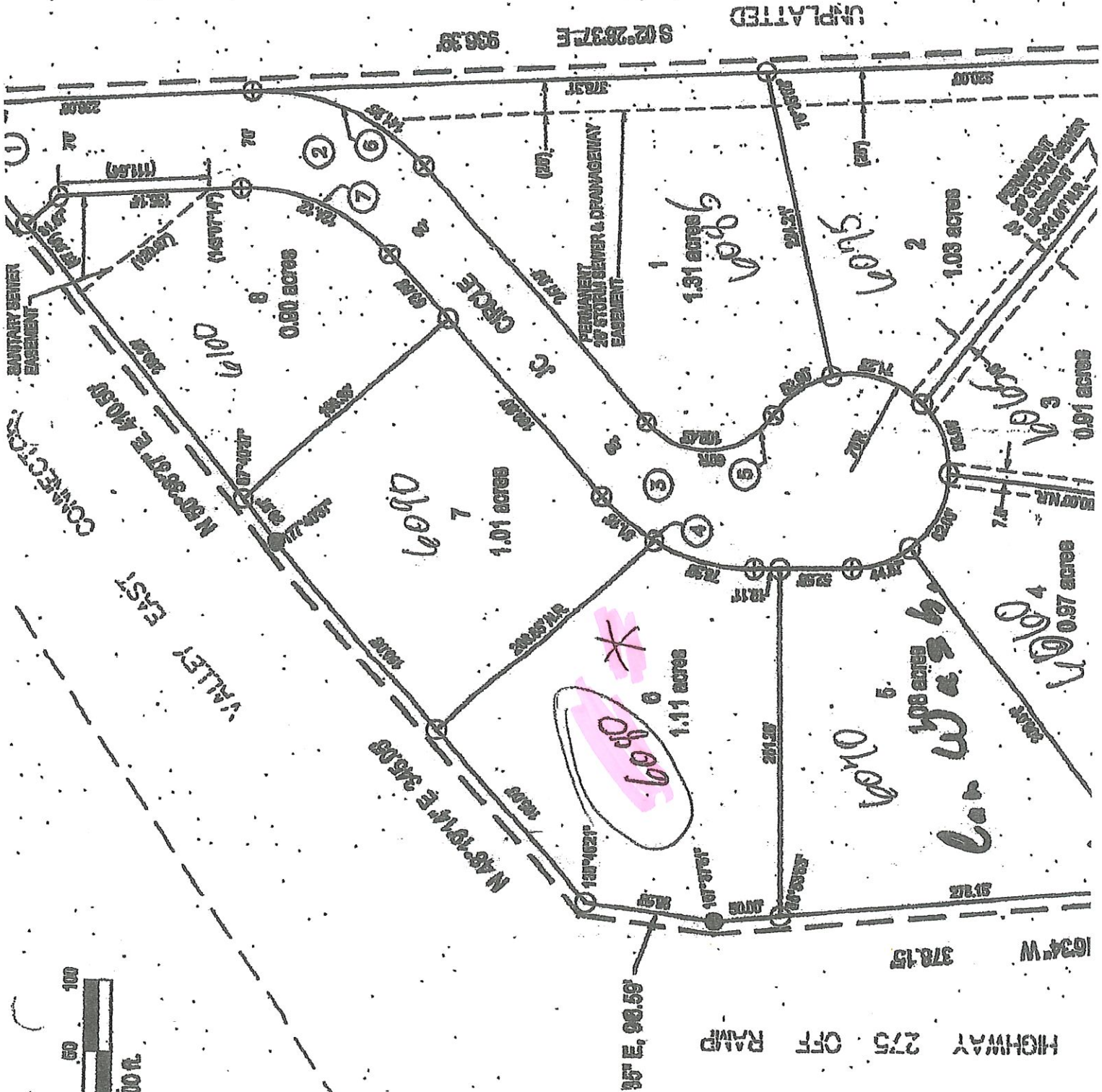
- Fireworks will be stored in a DOT regulated storage trailer
- Fireworks will be locked by heavy duty locks 24/7
- Locks will remain on trailer prior to, during, and after selling season
- Fireworks will be sold in a flame resistant tent
- Once fireworks are set up, 24/7 security will be provided overnight
- Fireworks will be securely braced and locked after season for shipping
- No fireworks are to be ignited on property, no smoking at anytime
- Signs will be posted stating our State Regulations at all times

Legacy Valley

COPY FOR YOUR INFORMATION

abranke, more particularly

4 of said Section 32;  
of said SE 1/4 of said  
point also being the point  
at line of the SE 1/4 of  
ing the Southwest corner  
ft-way line of State  
5 feet; thence  
tion of said Eastern  
N49°19'14"E along said  
fourth-quarter right-of-way



**MAINTENANCE AGREEMENT (MOWING)**

**MALLARD LAKE**

**PHASE 1, PHASE 2, PHASE 3 AND PHASE 4**

This Maintenance Agreement (Mowing) (“Agreement”) is made and entered into this \_\_\_\_ day of February, 2022, by and between the City of Valley, a City of the Second Class in the State of Nebraska (“City”) and Mallard Lake Homeowners Association, Inc., a Nebraska Nonprofit corporation (“Association”).

WHEREAS, on or about November 19, 2007, City, Dial-Mallard Lake, Inc., a Nebraska corporation, and Association entered into a Subdivision Agreement for Mallard Lake – Phase 1; and

WHEREAS, on or about May 12, 2009, City, Dial-Mallard Lake, Inc., a Nebraska corporation, and Association entered into a Subdivision Agreement for Mallard Lake – Phase 2; and

WHEREAS, on or about June 14, 2011, City, Mallard Landing, Inc., a Nebraska corporation, and Association entered into a Subdivision Agreement for Mallard Lake – Phase 3; and

WHEREAS, on or about November 13, 2012, City, Mallard Landing, Inc., a Nebraska corporation, and Association entered into a Subdivision Agreement for Mallard Lake – Phase 4; and

WHEREAS, Mallard Lake – Phase 1, Mallard Lake – Phase 2, Mallard Lake – Phase 3 and Mallard Lake – Phase 4 shall be collectively referred to herein as the “Subdivision”; and

WHEREAS, the Subdivision was partially financed by tax increment financing and the execution of a Redevelopment Note with an Effective Date of October 10, 2006; and

WHEREAS, the Subdivision Agreements for Mallard Lake - Phases 1 and 2 provide for a “Maintenance Period” of fifteen years from the date of the Redevelopment Note or until the note is paid in full, whichever first occurs; and

WHEREAS, the Subdivision Agreements for Mallard Lake – Phases 3 and 4 provide for an “Initial Maintenance Period” of fifteen years from the date of the Redevelopment Note or until the note is paid in full, whichever first occurs; and

WHEREAS, the Redevelopment Note as not paid in full within fifteen years from October 10, 2006 and therefore the Maintenance Period and the Initial Maintenance Period ended on October 10, 2021; and

WHEREAS, the Subdivision Agreements provided that upon expiration of the Maintenance Period and the Initial Maintenance Period, City will be responsible for certain maintenance within the Subdivision as more thoroughly described therein, including but not limited to mowing certain right-of-way located within the Subdivision; and

WHEREAS, the City and the Association have agreed that the Association shall continue to be responsible for the mowing of the right-of-way located within the Subdivision on the terms provided herein.

NOW THEREFORE, in consideration of the following covenants and conditions the parties agree as follows:

1. City and Association acknowledge that pursuant to the terms of the Subdivision Agreements, City is responsible for mowing certain right-of-way located within the Subdivision as shown on Exhibit "A" attached hereto and incorporated herein by this reference.

2. Association wishes to continue mowing all right-of-way within the Subdivision to allow for continuity in the mowing of the right-of-way and the mowing of the common areas owned and maintained by the Association.

3. City and Association acknowledge and agree that Association shall be responsible for mowing all right-of-way located with the Subdivision, as shown on Exhibit "A," unless and until this Agreement is terminated as provided herein.

4. The Association hereby releases the City from any liability under the Subdivision Agreements in connection with the mowing of the right-of-way located within the Subdivision for any period during which the Association is responsible for mowing under this Agreement. This provision shall survive the termination of this Agreement.

5. Either party may terminate this Agreement by giving written notice to the other party at least six (6) months prior to the termination date.

6. This Agreement may not be assigned by the parties without the express written consent of all parties.

7. All prior written or verbal agreements, if any, concerning the mowing of the right-of-way located within the Subdivision are merged in this Agreement and any amendments or revisions of this Agreement shall be valid unless it is reduced to writing and signed by all parties.

8. This Agreement may be signed in counterparts and digital or electronic signatures shall be treated the same as original signatures.

**(THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS)**

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates ascribed next to their respective signatures below.

**ASSOCIATION:**

Dated: February \_\_\_\_, 2022

MALLARD LAKE HOMEOWNERS  
ASSOCIATION, INC., a Nebraska  
nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY:**

CITY OF VALLEY, a City of the Second  
Class in the State of Nebraska

Dated: February \_\_\_\_, 2022

By: \_\_\_\_\_  
Mayor

ATTEST:

Dated: February \_\_\_\_, 2022

By: \_\_\_\_\_  
City Clerk of the City of Valley

[P:\Projects\Valley\21-03\01\_General\MallardLake\_StreetEval\_21-03.dwg : 11x17] [Plt. Date: 5/5/2021 11:44 AM]



EXHIBIT	PROJECT NO. 21-03	DATE APRIL 2021	SUBDIVISION BOUNDARY IDENTIFIED AREAS		REVISIONS	OLMSTED & PERRY CONSULTING ENGINEERS INC. 10730 PACIFIC STREET SUITE 232 OMAHA, NEBRASKA
			MALLARD LAKE PAVEMENT EVALUATION VALLEY, NEBRASKA			

**RESOLUTION NO. 2022-09**

**WHEREAS**, the City of Valley, Douglas County, Nebraska, proposes to enter into a maintenance agreement between the City of Valley and Mallard Lake Homeowners Association and

**WHEREAS**, the Valley City Council in regular session on February 8th, 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** 8<sup>th</sup> day of February, 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

**RESOLUTION NO. 2022-10**

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

**WHEREAS**, the Valley City Council in regular session on February 8th, 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** 8<sup>th</sup> day of February, 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



We have prepared a quote for you

**Email Security Bundle**

Quote # 005958  
Version 2

Prepared for:

**City of Valley**

Cindy Grove  
mayor@valleyne.org

Monday, December 20, 2021

City of Valley  
Cindy Grove  
203 N Spruce St  
Valley, NE 68064  
mayor@valleyne.org

Dear Cindy,

Thank you for considering Scantron Technology Solutions for your hardware and service needs. I'm enclosing a Hardware and Installation Services quote for your review.

- Hardware/Software quote as discussed
- Installation Services as required

I believe a partnership with City of Valley fits right in our wheelhouse. This proposal summarizes what I know about your needs. It outlines our plan — and unique capability — to help you achieve the best performance and up-time with the least impact to your users and customers. If we're missing anything, let me know.

Again, thank you for your time and consideration.

Best regards,

Robin Ebel  
Client Relationship Manager

877-333-9006  
robin.ebel@scantron.com  
Scantron Technology Solutions

## City of Valley Project Scope

by: Dave Koopmans

Scantron Technology Solutions will perform the following for the security assessment. It will be identified if the City of Valley has a regulatory compliance that needs to be met, and if so, the assessment will be done in regard to the target of what the regulatory standard is. If there is no regulatory compliance requirement, NIST CSF (National Institute of Standards and Technology Cybersecurity Framework) will be used as the standard. Based upon the findings of the security assessment, recommendations will be made to increase the maturity of the operational security of the organization.

### Disclaimers:

- All recommendations provided to harden environments are based on the reports provided as is.
- All recommendations provided to harden environments are subject to acceptance by City of Valley and in no way is the City of Valley obligated to make changes to their environment.
- Scantron Technology Solutions does not claim by accepting these security recommendations that the City of Valley will be unbreachable; these recommendations are intended to increase the security footprint of the organization's operations.
- Any time and/or materials charged by third party vendors towards the completion of this project is not included in this scope of work or associated quote.
- Does not currently include a vulnerability scan.
- Does not currently include a penetration test/social engineering/phishing test.

Included in the scope of work:

### Security Awareness Training

Scantron's Security Awareness Training solution is a managed email education and security training program containing the following components:

- Phishing simulation tool and portal
- Online security education and learning management system
- Reporting and analytics

Security Awareness Training includes the following managed security services:

- Initial portal setup and user import
- Training on portal, security education and simulated phishing campaigns
- Individual campaign setup and operation
- Includes setup by Scantron Security Engineer of up to four (4) phishing campaigns/contract year.
  - Additional campaign assistance available at hourly rates.
- Client can manage the setup and deployment of an unlimited number of campaigns at no charge without assistance from Scantron.
- Campaign results reporting and review.

### Security Consulting Package

Bank of hours with Scantron certified in-house Senior Security Engineer for any of the following activities:

- Email security assessment
- Cybersecurity policy review
  - Review policies in relation to IT and Security Management. Examine what level City of Valley policies and procedures are developed to. \*See Policy deliverables
  - Update current policies in relation to IT and Security Management.
  - Create missing policies in relation to IT and Security Management in relation to any regulatory requirements.
  - Policies to be delivered upon completion are as follows:
    - Acceptable Use Policy
    - Access Control Policy
    - Change Management Policy
    - Data Access Policy
    - Data Breach Policy
    - Data Classification Policy
    - Device Hardening Policy
    - Data Protection Policy
    - Data Retention Policy
    - Email Policy

- Patch Management Policy
- Password Construction Policy
- Password Protection Policy
- Software Installation Policy
- Technology Equipment Disposal Policy
- User Permissions Review Policy
- Wireless Communication Policy
  - This is to include policies the organization may already have in place that need to be updated to meet the current needs of business operations.

- Security education

Annual hours included:

- 8 Security Consulting hours
  - Baseline policies included will deduct 3 (Three) hours from these 8 hours.

Use anytime within a year of purchase

- Note – must be used within 1 year of contract execution date

Additional hourly packages available up request.

**Analyst(s) review with City of Valley**

- Analyst will schedule a call with the City of Valley to review the document on current maturity level and guidance.
- Review of maturity level and guidance reports shall not exceed 8 business hours.
  - The setup by Scantron Security Engineer of up to four (4) phishing campaigns/contract year will not detract from these 8 hours.
- Any request for more time exceeding the 8 business hours, will incur a charge of an hourly rate \$225.

Project exit criteria:

1. Analyst will verify City of Valley has received and reviewed all documents.
2. Analyst will have provided City of Valley information how to proceed with recommendations

Not included in the scope of work:

- Implementation of security measure recommendations.
- 3<sup>rd</sup>-party application vendor consultation beyond what is stated in the scope of work.
- Anything not explicitly defined as "in scope"

**Recurring Services**

Description	Recurring	Qty	Ext. Recurring
Security Awareness Training and consulting	\$2,400.00	1	\$2,400.00

## Recurring Services

Description	Recurring	Qty	Ext. Recurring
<p><b>Security Awareness Training</b></p> <p>Scantron’s Security Awareness Training solution is a managed email education and security training program containing the following components:</p> <ul style="list-style-type: none"> <li>• Phishing simulation tool and portal</li> <li>• Online security education and learning management system</li> <li>• Reporting and analytics</li> </ul> <p>Security Awareness Training includes the following managed security services:</p> <ul style="list-style-type: none"> <li>• Initial portal setup and user import</li> <li>• Training on portal, security education and simulated phishing campaigns</li> <li>• Individual campaign setup and operation</li> <li>• Includes setup by Scantron Security Engineer of up to four (4) phishing campaigns/contract year. Additional campaign assistance available at hourly rates.</li> <li>• Client can manage the setup and deployment of an unlimited number of campaigns at no charge without assistance from Scantron.</li> <li>• Campaign results reporting and review</li> </ul>		32	

Recurring Services

Description	Recurring	Qty	Ext. Recurring
<p><b>Email Security Bundle</b></p> <ul style="list-style-type: none"> <li>• Security Awareness Training               <ul style="list-style-type: none"> <li>○ Scantron’s Security Awareness Training is a managed email education and security training program containing the following components:                   <ul style="list-style-type: none"> <li>▪ Phishing Simulation tool and portal</li> <li>▪ Online Security Education and Learning Management System</li> <li>▪ Reporting and Analytics</li> </ul> </li> <li>○ Security Awareness Training includes the following managed security services:                   <ul style="list-style-type: none"> <li>▪ Initial portal setup and user import</li> <li>▪ Training on portal, security education and simulated phishing campaigns</li> <li>▪ Individual campaign setup and operation</li> <li>▪ Campaign results reporting and review</li> </ul> </li> </ul> </li> <li>• Security Consulting Package               <ul style="list-style-type: none"> <li>○ Bank of hours with Scantron certified in-house Senior Security Engineer for any of the following activities:                   <ul style="list-style-type: none"> <li>▪ Email security assessment</li> <li>▪ Cybersecurity policy review</li> <li>▪ Security education</li> </ul> </li> <li>○ Annual hours included:                   <ul style="list-style-type: none"> <li>▪ 1-50 users 8 hours</li> <li>▪ 51-100 users 10 hours</li> <li>▪ 101-200 users 15 hours</li> </ul> </li> <li>○ Use anytime within a year of purchase                   <ul style="list-style-type: none"> <li>▪ Note – must be used within 1 year of contract execution date</li> </ul> </li> <li>○ Additional hourly packages available</li> </ul> </li> </ul>		1	

Annual Subtotal: **\$2,400.00**

## Master Services Agreement

This MASTER SERVICES AGREEMENT (the "Agreement"), effective as of **12/20/2021** (the "Effective Date"), is made between **City of Valley** ("Customer") and Scantron Corporation, a Delaware corporation with offices located at 1313 Lone Oak Road, Eagan, Minnesota 55121 ("Scantron"). Customer and Scantron may be referred to herein collectively as the "Parties" and individually as a "Party".

Name: City of Valley

Address: 203 N Spruce St

City/State/Zip: Valley, NE 68064

Phone: (402) 359-2251

Invoice Email:

- Services** Scantron shall provide to Customer the services (the "Services") set forth in one or more Statements of Work to be agreed upon by the Parties and attached hereto and incorporated herein (each a "SOW"). Each SOW shall reference this Agreement, be made in writing and be executed by both Parties. All Services shall be provided in accordance with the terms of this Agreement and the applicable SOW.
- Acceptance** Any acceptance process or requirements, if applicable, shall be set forth in a corresponding SOW.
- Obligations of Scantron and Customer** Customer agrees, as applicable, to provide Scantron and Scantron personnel (a) reasonable access to Customer's premises, network, database, equipment or the like as necessary to deliver the Services and (b) reasonable assistance as necessary to facilitate the administration, deployment, integration, execution, use or delivery of the Services. Any additional obligations or requirements for either Party shall be set forth in a SOW attached hereto.
- Payment Terms** Scantron shall invoice Customer for the fees identified or described in each SOW to this Agreement (the "Fees") and Customer shall pay such Fees in accordance with this Agreement and the respective SOW. Unless otherwise stated in a SOW, Customer shall pay invoices issued under this Agreement within thirty (30) days of the invoice date. Any modifications to these payment terms in a SOW shall apply only with respect to such SOW. All late payments shall bear interest at the lesser of the rate of one and five tenths percent (1.5%) per month or the highest rate permissible by law. Customer agrees that Scantron shall have the right to offset any amounts owed by Scantron to Customer under other contracts or agreements between the Parties against non-current, unpaid invoices, claims or demands for payment owed to Scantron by Customer hereunder. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder. Upon termination of this Agreement or any SOW executed hereunder, all payments relating to this Agreement or such SOW shall become immediately due and payable under the terms of this Section. Customer's failure to comply with the terms of this Section 4 shall be deemed a material breach of this Agreement.
- Term** This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under all SOWs, unless sooner terminated pursuant to Section 6 of this Agreement (the "Term").
- Termination** Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party (i) materially breaches this Agreement or any SOW attached hereto and such breach is not cured within thirty (30) days after the Defaulting Party is notified of such breach; (ii) becomes insolvent; (iii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes a general assignment for the benefit of creditors; or (v) is dissolved, liquidated or ceases to conduct business. Notwithstanding any language to the contrary in this Agreement or any SOW, Scantron may terminate this Agreement or any SOW attached hereto upon ninety (90) days' notice to Customer. The Parties may have additional termination rights set forth in a SOW.
- Disclaimer of Warranties** EXCEPT FOR THE WARRANTIES DESCRIBED UNDER A SOW, SCANTRON MAKES NO WARRANTY WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHETHER ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED HEREUNDER (INCLUDING ANY SOW), INCLUDING, WITHOUT LIMITATION, ANY WARRANTY (i) OF MERCHANTABILITY, (ii) FITNESS FOR A PARTICULAR PURPOSE, (iii) FROM COURSE OF DEALING OR USAGE OF TRADE OR (iv) WARRANTY OF TITLE.
- Confidentiality** The term "Confidential Information" shall mean all information, including technical, business, financial, customer, product or service information and strategies, forecasts, data, know-how, ideas, inventions or the like disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Confidential Information does not include information which: (a) was known to the Receiving Party prior to being received from the Disclosing Party; (b) is generally available to the public or becomes available to the public through no fault of the Receiving Party; (c) was received from a third party without breach of any duty of confidentiality by the Receiving Party; or (d) was developed independently by the Receiving Party without the use of any Confidential Information. Scantron shall conduct the Services with processes that reflect an appropriate level of

attention to the privacy of Customer's data. All Confidential Information and all physical or electronic embodiments thereof are confidential to and will remain the sole and exclusive property of the Disclosing Party. Each Party's Confidential Information shall be safeguarded by the other Party in the same manner and to the same extent that the other safeguards its own confidential materials or data of similar importance, nevertheless at all times meeting or exceeding a reasonable standard of care. The Receiving Party shall not disclose any Confidential Information to any persons, except to its personnel, agents, consultants or employees as needed to perform hereunder. The covenants of confidentiality set forth herein shall remain in force for the duration of this Agreement and for a period of two (2) years following the date on which this Agreement is terminated, unless otherwise explicitly modified by a SOW.

9. **Intellectual Property** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, trade secrets, know-how and other Confidential Information, trade dress, trade names, logos, corporate names, together with all of the goodwill associated therewith, derivative works and all other rights in and to all documents, work product and other materials that are delivered to Customer under this Agreement or any applicable SOW shall be owned by Scantron.

10. **Indemnification** Customer shall indemnify, defend and hold harmless Scantron, Scantron's affiliates, their respective officers, directors, employees, agents, clients, consultants and legal advisors (collectively, "Scantron's Representatives") from and against all (including third-party) claims, liabilities, obligations, judgments, causes of action, costs and expenses (including reasonable attorneys' fees and legal costs) (collectively, "Damages") arising out of a claim against Scantron or a Scantron Representative resulting from or alleged to have resulted from (a) any negligent, grossly negligent, or fraudulent act or omission, or intentional misconduct of Customer or (b) any breaches of Sections 3, 4, 8, or 12.

11. **Limitation of Liability** IN NO EVENT SHALL SCANTRON OR SCANTRON'S REPRESENTATIVES BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUES, LOST DATA, COSTS OF COVER, OR DAMAGES FOR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT OR SCANTRON'S PERFORMANCE OR NON-PERFORMANCE OF SCANTRON'S OBLIGATIONS AND RESPONSIBILITIES UNDER THIS AGREEMENT, OR THE USE OF, INABILITY TO USE, OR RESULTS OF ANY USE OF ANY PRODUCTS OR SERVICES, REGARDLESS OF (a) WHETHER SUCH DAMAGES WERE FORESEEABLE, (b) WHETHER SCANTRON, SCANTRON'S REPRESENTATIVES, OR SCANTRON'S SUBCONTRACTORS, LICENSORS OR DESIGNEES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (c) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 11 SHALL APPLY EVEN IF CUSTOMER'S REMEDIES UNDER THIS AGREEMENT OR ANY SOW FAIL OF THEIR ESSENTIAL PURPOSE. NO ACTION RELATED TO THIS AGREEMENT OR ANY SOW MAY BE BROUGHT MORE THAN TWO (2) YEARS AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT SHALL SCANTRON'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY SOW HEREUNDER EXCEED THE FEES PAID TO OR PAYABLE TO SCANTRON BY CUSTOMER UNDER THE APPLICABLE SOW FOR THE SERVICES PROVIDED DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM.

12. **Non-Solicit** During the Term of this Agreement and for a period of eighteen (18) months thereafter, Customer agrees not to, without Scantron's prior written consent, on behalf of itself or on behalf of any other person, entity or organization, (i) employ, (ii) solicit for employment, (iii) in any way assist or facilitate any such employment or solicitation, or (iv) otherwise seek to employ or retain, (a) any Scantron employee or (b) any former Scantron employee during the twelve (12) month period immediately following such former Scantron employee's termination and with whom Customer had material contact while such former employee was employed by Scantron. Notwithstanding the foregoing, nothing in this Section 12 is intended to prevent Customer from employing any individual who responds (directly or indirectly) to a general, non-targeted, solicitation of employment.

13. **Miscellaneous**

13.1. **Independent Contractors** The relationship of the Parties shall, at all times, be that of independent contractors. Neither Party, nor any of its employees or agents, shall have the authority to act for or on behalf of the other Party or to bind the other Party without its express written approval.

13.2. **Third Party Offerings** In the event the Services provided by Scantron include or incorporate third party software, products or services (collectively, "Third Party Offerings"), Customer acknowledges that such Third-Party Offerings may be subject to supplemental terms or agreements between such third party and Customer. Scantron offers such Third-Party Offerings within or as a part of the Services subject to Customer's acquiescence and compliance to such third party's supplemental terms or agreements.

13.3. **Notices** All notices, requests or demands made pursuant to this Agreement or any SOW attached hereto shall be delivered in person, be sent by certified mail, return receipt requested or be sent by overnight courier service to the address of the Parties set forth in this Agreement or to such other address as may be stipulated in writing by the Parties.

13.4. **Entire Agreement** This Agreement and all attached SOWs contain the entire understanding of the Parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous verbal or written agreements related to such subject matter.

13.5. **Order of Precedence** If the terms and conditions contained in a SOW conflict with any terms and conditions

contained in this Agreement, the order of precedence is: (a) the conflicting terms found in a SOW with respect solely to that SOW; (b) this Agreement; and (c) any remaining non-conflicting terms found in a SOW with respect solely to that SOW.

13.6. **Assignment** Customer may not assign, transfer or delegate this Agreement, any SOW, or any of its rights or obligations hereunder without the prior written consent of Scantron. Scantron may assign this Agreement, any SOW, or any of its rights or delegate any of its obligations to any affiliate or to any person, entity or organization acquiring all or substantially all of Scantron's assets without Customer's consent. This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13.7. **Waiver** No waiver by either Party of any provision of this Agreement or any SOW shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth herein, no failure to exercise or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13.8. **Severability** If any term or provision of this Agreement or any SOW is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination by a court of competent jurisdiction, the Parties shall modify this Agreement or any SOW to affect the original intent of the Parties as closely as possible.

13.9. **Force Majeure** Scantron shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement or any SOW for any failure or delay in fulfilling or performing any term of this Agreement or any SOW when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Scantron.

13.10. **Governing Law** This Agreement or any SOW shall be construed in accordance with the laws of the State of Nebraska, without giving effect to principles of conflicts of law thereof. Each Party irrevocably and unconditionally consents that venue for any action, litigation, or proceeding of any kind shall be in the State of Nebraska. Any action, litigation or proceeding of any kind whatsoever arising from or related to this Agreement or any SOW shall commence in the District Court of Douglas County, Nebraska, or the United States District Court for the State of Nebraska.

13.11. **Survival** Sections 7, 8 10, 11, 12, 13.10 together with all other provisions of this Agreement or any SOW that may reasonably be interpreted or construed as surviving the termination of this Agreement shall survive.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

ACCEPTED: SCANTRON CORPORATION	ACCEPTED: City of Valley
By: _____	By: _____
Name: _____ (please print or type)	Name: _____ (please print or type)
Date: _____	Date: _____

## Statement of Work – Security Awareness Training

This Statement of Work (“**SOW**”) between City of Valley (“**Customer**”) and Scantron Corporation (“**Scantron**”) is effective as of 12/20/2021 (the “**SOW Date**”), and is made pursuant to and incorporated in that certain Master Services Agreement (the “**MSA**”), entered into by Scantron and Customer on 12/20/2021 (**Date of MSA**). Transactions performed under this SOW will be conducted in accordance with, and subject to, the terms and conditions of this SOW and the MSA. Capitalized terms used but not defined in this SOW shall have the meanings set forth in the MSA. If conflicts arise between the terms of the MSA and this SOW, the specific terms of this SOW shall govern.

Name: City of Valley

Address: 203 N Spruce St

City/State/Zip: Valley NE 68064

Phone: (402) 359-2251

**Scope** - Scantron will provide Security Awareness Training (SAT) for Customer’s designated users. The SAT provided will be dependent on the Customer’s current environment and consists of a fully cloud-based software-as-a-service (SaaS) offering.

1. **Provision of Service** - Scantron will provide the Service to Customer during the term of this SOW. The service gives Customer access to the SAT cloud-based software and resources consisting of trackable, customizable campaigns, featured phishing simulator, interactive security awareness courses, reporting center and contact training management.
  - 1.1. Customer shall not, and shall not have others, modify, customize, reverse engineer or reverse compile the SAT Software or any part thereof.
2. **Customer Obligations** - Customer shall implement reasonable security and environmental precautions to ensure a high level of system availability.
  - 2.1 **Access and Cooperation** - Customer shall cooperate with Scantron in its performance of the Services and provide sufficient and reasonable access to Customer’s premises, employees, contractors, equipment, and network as necessary for Scantron to provide the Services.
  - 2.2 **Point of Contact** - Customer shall designate one of its employees to serve as a primary contact with respect to this SOW and to act as its authorized representative with respect to matters pertaining to this SOW. Customer shall inform Scantron of such primary contact and, in the event such primary contact is changed, provide a new primary contact to Scantron.
  - 2.3 **Customer Responsibilities** - Customer shall, as a condition for Scantron to perform the Services described in this SOW and to assist in the provision of such Services: (i) participate in remote resolution efforts as requested by Scantron; (ii) install or address issues associated with SAT setup and accessibility as needed.
3. **Export Laws** - The Services and any other deliverables provided under this SOW may be subject to the customs and export control laws and regulations of the United States. Customer shall not, and shall not permit any third parties to, directly or import restrictions, laws or regulations of the United States or a foreign agency or authority. Customer shall indemnify, defend and hold harmless Scantron and Scantron’s Representatives from any Damages arising out of indirectly, export, re-export or release any deliverables under this SOW to any jurisdiction or country to which, or any party to whom, the export, re-export or release of such deliverables is prohibited by applicable federal or foreign law or is otherwise in violation of any export Customer’s breach or alleged breach of this Section 5.
4. **Warranties** - Scantron warrants that the Services provided under this SOW will be provided in a professional and workmanlike manner. SCANTRON DOES NOT WARRANT THAT CUSTOMER’S USE OF THE SERVICE WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION 6, ARE EXCLUSIVE AND ARE IN SUBSTITUTION FOR ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF SCANTRON. CUSTOMER HEREBY WAIVES ALL OTHER RIGHTS AND REMEDIES WITH RESPECT TO THE SERVICES AND ANY

MAINTENANCE OR OTHER ITEM FURNISHED BY OR ON BEHALF OF SCANTRON UNDER THIS SOW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 5 Irreparable Harm - Customer acknowledges that with regard to any and all claims by Scantron arising out of Customer's breach or threatened breach of Customer's obligations in Sections 2, Scantron may be faced with irreparable injury, that the remedy under the law alone shall be an inadequate remedy for such claim and that, in addition to any other remedy available to Scantron under this SOW or at law, Scantron shall be entitled to specific performance of the SOW and both temporary and permanent injunctive relief to enforce the terms of this SOW, subject only to the court's finding as to the merits of Scantron's action and without the necessity of proving actual damages or posting bond.

Payment Terms - Customer shall pay any applicable fees and additional services it orders beyond those ordered at the time this SOW is entered into, within thirty (30) days of the Scantron invoice date.

Term Termination - This SOW shall commence as of the SOW Date and continue thereafter until \_\_\_\_\_ (the initial 1yr term) and will be automatically extended for an additional 1 year term unless and until terminated. Either party may, at any time, terminate this SOW upon ninety (90) days written notice. Upon termination, Customer will be responsible to pay the full SOW term. Upon termination, Customer shall promptly pay any amounts due and owing to Scantron and if Software has been installed by Scantron on a computer device, de-install the Software and either destroy or return all Software copies and documentation, as directed. Customer shall certify to Scantron in writing within five (5) business days of a termination notice that Customer has complied with these provisions and that no Software is being used or retained on any computer or storage device.

IN WITNESS WHEREOF, the Parties hereto have caused this SOW to be executed as of the SOW Date by their respective duly authorized officers.

**ACCEPTED: SCANTRON CORPORATION**

**ACCEPTED: City of Valley**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print or type)

Name: \_\_\_\_\_  
(please print or type)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

This quote is valid for 60 days from: date-initials

Scantron Use Only: Partner Code: \_\_\_\_\_ Sales Code: \_\_\_\_\_ Customer Number: \_\_\_\_\_

## Email Security Bundle

**Prepared for:**

**City of Valley**  
203 N Spruce St  
Valley, NE 68064  
Cindy Grove  
(402) 359-2251  
mayor@valleyne.org

**Ship to:**

**City of Valley**  
203 N Spruce St  
Valley, NE 68064  
Cindy Grove  
(402) 359-2251  
mayor@valleyne.org

**Quote Information:**

**Quote #: 005958**  
Version: 2  
Delivery Date: 12/20/2021  
Expiration Date: 01/20/2022

## Annual Expenses Summary

Description	Amount
Recurring Services	\$2,400.00
<b>Annual Total:</b>	<b>\$2,400.00</b>

Sales Tax/Freight/Travel/Mileage Charges will be calculated at time of billing. We reserve the right to cancel orders arising from pricing or other errors. Note: Every effort is made to quote products that are in stock. Due to the extremely volatile Supply and Demand that exists in today's market, products maybe Back/Ordered or discontinued all together without notice. Additionally prices can change overnight. If product shipment delays negatively impact your project we will work with you to find suitable replacement(s).

### Scantron Technology Solutions

### City of Valley

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Cindy Grove

Date: \_\_\_\_\_



We have prepared a quote for you

**Microsoft 365 Annual Licenses**

Quote # 009935  
Version 1

Prepared for:

**City of Valley**

Cindy Grove  
mayor@valleyne.org

Monday, January 17, 2022

City of Valley  
Cindy Grove  
203 N Spruce St  
Valley, NE 68064  
mayor@valleyne.org

Dear Cindy,

Thank you for considering Scantron Technology Solutions for your hardware and service needs. I'm enclosing a **Project Services** quote for your review.

I believe a partnership with City of Valley fits right in our wheelhouse. This proposal summarizes what I know about your needs. It outlines our plan — and unique capability — to help you achieve the best performance and up-time with the least impact to your users and customers. If we're missing anything, let me know.

Again, thank you for your time and consideration.

Best regards,

Robin Ebel  
Client Relationship Manager

877-333-9006  
robin.ebel@scantron.com  
Scantron Technology Solutions

\*\* Scantron Technology Solutions (STS) has not included **Project Services** on this agreement.

Scantron will Convert the Monthly licenses to Annual.

- As of March, 2022 Microsoft® licenses are non-transferable between MSP providers
- Microsoft licenses are automatically renewed annually from date of purchase.
- License termination requires a written 90-day notice prior to renewal.
- License fees are non-refundable.

If additional support is required please contact your STS representative.

Annual - Recurring Services

Description	Recurring	Qty	Ext. Recurring
<b>Microsoft 365 Business Basic</b>	\$60.00	22	\$1,320.00
<b>Microsoft 365 Business Standard</b>	\$150.00	10	\$1,500.00
<b>Microsoft Defender for Office 365 (Plan 1)</b>	\$24.00	32	\$768.00
<b>Azure Information Protection Premium P1</b>	\$24.00	4	\$96.00
<b>Annual Subtotal:</b>			<b>\$3,684.00</b>

**Terms and Conditions:**

Project Services in this Quote are subject to, and governed by, the Terms and Conditions located at [https://www.scantron.com/legal/terms/sts\\_project\\_terms/](https://www.scantron.com/legal/terms/sts_project_terms/).

## Microsoft 365 Annual Licenses

### Prepared for:

**City of Valley**  
203 N Spruce St  
Valley, NE 68064  
Cindy Grove  
(402) 510-5523  
mayor@valleyne.org

### Ship to:

**City of Valley**  
203 N Spruce St  
Valley, NE 68064  
Cindy Grove  
(402) 510-5523  
mayor@valleyne.org

### Quote Information:

**Quote #: 009935**  
Version: 1  
Delivery Date: 01/17/2022  
Expiration Date: 02/14/2022

## Annual Expenses Summary

Description	Amount
Annual - Recurring Services	\$3,684.00
<b>Annual Total:</b>	<b>\$3,684.00</b>

Sales Tax/Freight/Travel/Mileage Charges will be calculated at time of billing. We reserve the right to cancel orders arising from pricing or other errors. Note: Every effort is made to quote products that are in stock. Due to the extremely volatile Supply and Demand that exists in today's market, products maybe Back/Ordered or discontinued all together without notice. Additionally prices can change overnight. If product shipment delays negatively impact your project we will work with you to find suitable replacement(s).

### Scantron Technology Solutions

### City of Valley

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Cindy Grove

Date: \_\_\_\_\_

# RESOLUTION 2022-12

WHEREAS, the City of Valley, Douglas County, Nebraska, proposes to enter into an agreement with Big Red Keno to operate a keno sales outlet (satellite) in the City of Valley at Spruce Street Tavern, 327 North Spruce Street, Valley, Nebraska; and

WHEREAS, the Valley City Council in regular session on February 8, 2022, authorized said agreement;

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

DATED THIS 8<sup>th</sup> day of February, 2022.

CITY OF VALLEY, DOUGLAS  
COUNTY, NEBRASKA

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Cindy Grove, Mayor

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Mike Stanzel, Council President

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Bryon Ueckert, Council Member

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Linda Lewis, Council Member

ATTEST:

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Chris TenEyck, Council Member

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Cheryl Eckerman, City Clerk



February 1, 2022

Cheryl Eckerman  
City Clerk/Treasurer  
City of Valley  
PO Box 682  
203 North Spruce St  
Valley, NE 68064

RE: New Satellite Application

Cheryl,

We are pleased to inform you that Big Red Keno is presenting you with a new keno sales outlet (satellite) application for the following:

Kirral Enterprises LLC  
Spruce Street Tavern  
Matthew Fauglid  
327 N Spruce St  
Valley, NE 68064

Enclosed:

- Form Schedule II 50G for your signature after approval
- Satellite Lease and Operating Agreement
- Background check for the owner

Would you please place the location on the City Council agenda at your earliest convenience for approval. After approval, please return the signed Schedule II and a copy of the resolutions.

If you have any questions or concerns, please feel free to contact me at 402-915-5101.

Thank you,

Melodi Szymczak  
Director of Sales and Marketing



# Nebraska Schedule II – County/City Lottery Sales Outlet Location Application

Form 50G  
Schedule II

- No license fee required.
- Incomplete schedules will be returned.

1 Nebraska ID Number of County, City, or Village: 13558705

2 County, City, or Village Name on Form 50G: Douglas / Valley

Please Do Not Write In This Space

### Sales Outlet Location Information (Attach additional sheet if necessary)

3 Nebraska ID Number: 13558705

4 Federal ID or Social Security Number: 83-3867327

5 Type of Application:  New  Renewal  Report Changes  Cancel

Business Name and Location Address				Business Name and Mailing Address		
Name: <u>Kirral Enterprises LLC</u>				Business Name		
Trade Name of Business (If Different Than Above): <u>Spruce Street Tavern</u>				Street or Other Mailing Address		
Street Address: <u>327 N Spruce St</u>				City	State	Zip Code
City: <u>Valley</u>	State: <u>NE</u>	Zip Code: <u>68044</u>	County: <u>Douglas</u>	Nebraska Liquor License Number		

6 Type of Ownership:  Sole Proprietorship  Domestic Corporation  Limited Liability Company  Nonprofit Corporation or Organization  Partnership  Foreign Corporation  Domesticated Corporation  Other

7 Location Type:  Keno Satellite  Keno Independent Game

Your Social Security number and date of birth are required under the [Nebraska County and City Lottery Act](#) and will be used to request criminal history information from law enforcement agencies to determine if the legal requirements for a lottery sales outlet location's license are met.

8 List the Social Security number, full name, home address, date of birth, type of involvement, and percentage of ownership for each of the following persons involved with the applicant.

Social Security Number	Name, Address, City, State, Zip Code (See instructions)	Date of Birth	Type of Involvement and Percentage of Ownership
<u>505-27-6721</u>	<u>Matthew Fauglid 328 N 92nd St Omaha NE 68114</u>	<u>5/5/1989</u>	<u>10% / 10</u>

a. If a sole proprietorship, list the individual owner.  
 b. If a partnership, list each partner and spouse.  
 c. If a corporation, list each officer and spouse and each person holding 10% or more of the debt or equity of the applicant corporation. If any person holding 10% or more of the debt or equity of the applicant corporation is a partnership, limited liability company, or corporation, list each partner of such partnership, each member of such limited liability company, or each officer of such corporation and every person holding 10% or more of the debt or equity of any such partnership, limited liability company or corporation.  
 d. If a limited liability company, list each member and spouse.  
 e. If a nonprofit organization or nonprofit corporation, list each officer and the individual designated as manager.  
 (Attach additional sheet if necessary)

9 Does any person other than those listed in line 8 above have any ownership interest in the license applicant? (See instructions)

Yes  No

If Yes, in the case of an individual, identify the Social Security number, full name, home address, date of birth, type of ownership interest of each such individual. In the case of a business, identify the federal employer ID number, business name, address, and type of ownership interest of each such business. (Attach additional sheet if necessary)

10a Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony or misdemeanor at any time involving any gambling activity, fraud, theft, willful failure to make required payments or reports, or filing false reports with a governmental agency at any level? This includes shoplifting or issuing bad checks.

Yes  No If Yes, see instructions.

10b Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony other than that described in line 10a within 10 years preceding the date of this application?

Yes  No If Yes, see instructions.

11 Has each of the individuals listed in line 8 above complied with the [Instructions for Completing Fingerprint Application](#), or when applicable, filed a signed [Affidavit by Spouse for Wavier](#) form?

Yes  No (See What Must Be Filed Instructions)

12 Do any of the individuals listed in line 8 above have a financial interest, directly or indirectly, in any company licensed as a manufacturer or distributor pursuant to the [Nebraska Bingo Act](#) or the [Nebraska Pickle Card Lottery Act](#) or in any company licensed as a manufacturer-distributor pursuant to the [Nebraska County and City Lottery Act](#)?

Yes  No If Yes, attach a detailed explanation of such interests.

13 Does any member of the governing board or any governing official of the county, city, or village named in this application have any financial interest, directly or indirectly, in the business named in this application?

Yes  No If Yes, attach a detailed explanation of such interests.

14 Do any of the individuals listed in line 8 above currently hold or have they previously held any other licenses issued under the [Nebraska Bingo Act](#), the [Nebraska Pickle Card Lottery Act](#), the [Nebraska Lottery and Raffle Act](#), or the [Nebraska County and City Lottery Act](#)?

Yes  No If Yes, indicate the types of licenses, and their current status (active, suspended, cancelled, revoked, or expired).

Under penalties of law, I declare that I have examined this application, and to the best of my knowledge and belief, it is correct. I will comply with the provisions of the [Nebraska County and City Lottery Act](#) and the regulations adopted under such Act.

sign here Signature of Sales Outlet Location Owner, Member, Partner, Officer, or Person Authorized by Attached Power of Attorney: Matthew Fauglid Title: President Date: 1/27/2022 Daytime Phone Number: 402-871-5480

Authorization—Signature of Matthew Fauglid Title: President Daytime Phone Number: 402-871-5480

Attach documentation indicating approval of location by governing board of county, city, or village and a copy of the site agreement.

I declare that I have examined this application, and authorize the applicant to conduct a lottery on behalf of the county, city, or village named in this application.

sign here Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_ Daytime Phone Number: \_\_\_\_\_



Retain a copy for your records.

**BIG RED KENO****OMAHA SATELLITE LEASE AND OPERATING AGREEMENT**

This Satellite Lease and Operating Agreement is between EHPV Lottery Services LLC dba Big Red Keno, 11248 John Gall Boulevard, Omaha, NE 68137 and the undersigned "Satellite". In this Agreement: (i) "we", "us" and "our" means and refers to EHPV Lottery Services LLC; (ii) "you" and "your" means and refers to the undersigned Satellite and any successor-in-interest to the business of the undersigned Satellite; (iii) "Premises" means the location specified below and any new location to which your business is moved or expanded; (iv) "Game" means the legal gambling activities contemplated by this Agreement; (v) "Equipment" means any computer(s), input terminal(s), display device(s), communication device(s), and other equipment that we place at the Premises; (vi) "Supplies" means ticket stock, bet slips and other items of personal property necessary to play the Game; (vii) "Handle" means the amount wagered on the Game at the Premises; (viii) "Game Rules" means rules as stated in the current paybook and rules we develop or implement from time to time for conduct of the Game, all of which are made a part of this Agreement; (ix) "Game Funds" means all proceeds of wagers, whether or not accepted in violation of this Agreement and any other funds we provide; (x) "Scheduled Expiration Date" means the last day that this Agreement may be effective, taking into account all possible Renewal Terms; (xi) "Community" means the City of Omaha and any political subdivisions with which it has an interlocal agreement under the Nebraska County and City Lottery Act as their interests may appear.

1. **Lease.** You hereby lease to us space within the Premises specified below. That space will be as mutually agreed and will in any event be sufficient to allow play of the Game and placement of the Equipment in a manner that is convenient for your customers. You agree that we may enter the Premises at any time during your normal business hours for purposes of inspecting or repairing the Equipment, viewing the manner in which the Game is offered, reviewing Game records, conducting Game audits, or exercising our rights under Section 7.

2. **Compliance with Law.** You agree to: (a) obtain and maintain in effect during the term of this Agreement all necessary and applicable licenses, permits, and approvals (including, but not limited to, a federal wagering stamp, a sales outlet location license, and any necessary licenses for your staff); and (b) comply with all "Regulatory Requirements" which include, but are not limited to, all applicable laws, regulations, ordinances, resolutions, rules and rulings promulgated by any federal, state or local government or any court, agency, instrumentality or official, and specifically including, but not limited to, the lottery operator agreement or similar agreement between us and the Community, and related rules, agreements, memoranda of understanding, resolutions and actions, and the Nebraska County and City Lottery Act and regulations promulgated pursuant thereto, all as now existing or hereafter amended, adopted or replaced, and whether applicable to conducting the Game at the Premises, the operation of your business or otherwise.

3. **Rent.** We will pay you rent on the following basis (initial one): MF (a) 5% of Handle; or \_\_\_\_ (b) 5.25% of the first \$10,000 of Handle per week, 2.5% of any amount over \$10,000 of Handle per week. You may change your rental basis selection once during the term of this Agreement, on 15 days' prior written notice to us. We will pay rent at least twice each month on settlement dates we choose. If we pay rent based on a period shorter or longer than one week, we may prorate or multiply the \$10,000 threshold to fit that period. We may withhold or offset rent against any amounts you owe us or our affiliates under this Agreement or otherwise. If there is a change in Regulatory Requirements or other change in circumstances that we consider to be adverse, we may decrease the amount of rent due hereunder upon 45 days' prior written notice to you.

4. **Staffing.** You agree to supervise and be responsible for the staffing necessary at the Premises for customers to play the Game, and to require your staff to comply with all Game Rules and Regulatory Requirements. Staff members who have not been trained or approved by us or who have not been appropriately licensed are not permitted to have any duties with respect to the Game.

5. **Your Obligations.** You agree to comply with and perform all of your obligations under the Game Rules and this Agreement. You agree to: (a) maintain (or reimburse us for) electrical power and communications services designated by us; (b) operate your business and the Premises in a clean, safe, orderly, lawful and respectable manner and condition, with no adverse changes as compared to when you became a sales outlet location for the Game; (c) maintain current, complete and accurate records pertaining to your business and transactions related to the Game and give us and relevant government officials access thereto promptly on request; (d) maintain commercially reasonable public liability insurance naming us as an additional insured and provide us with certificates evidencing the same on request; (e) pay all applicable taxes pertaining to conduct of the Game at the Premises (including, but not limited to, federal, state and local excise and occupational taxes); (f) use your best efforts to detect and prevent cheating with respect to the Game and tampering with the Equipment and Supplies and immediately report the same or your reasonable suspicions related thereto to us; and (g) maintain the confidentiality of all materials and information that we provide to you and return the same to us upon termination of this Agreement. You represent and agree that you have and will maintain all third party approvals necessary for you to perform under this Agreement. You are to meet all of your obligations under this Agreement at your expense, except as expressly provided in this Agreement.

6. **Our Obligations.** So long as you comply with this Agreement, we agree that you may be a sales outlet location for the Game. We will, at our own expense: (a) maintain any necessary central computer for the Game; (b) provide you with Equipment and Supplies and such construction as we determine to be necessary for the installation of the Game at the Premises; (c) repair (and, if necessary, replace) defective Equipment and insure (or self-insure) the same; (d) train your staff in the operation of the Equipment; and (e) market the Game as we deem appropriate (e.g., through on-Premises signs). We do not guarantee that operation of the Game or the Equipment will be uninterrupted or error-free. We will not be considered in default if our performance is prevented due to a cause beyond our control, including, but not limited to, computer and communications failures.

7. **Equipment.** All Equipment remains our property, is not considered fixtures and must be returned to us immediately upon any termination or discontinuation pursuant to Sections 14 or 15. We may add to, remove, or alter all or any of the Equipment at any time. You agree to use due care to safeguard the Equipment and agree to notify us immediately if any of it is lost, stolen, damaged, or destroyed or appears to be malfunctioning. You agree to reimburse us for any losses sustained as a result of your failure to comply with the foregoing or the negligence or intentional misconduct of you or your staff or customers.

8. **Marketing and Protection of Marks.** You agree to prominently display the promotional and informational material we provide regarding the Game. You acknowledge that the name "Big Red Keno", the "Big Red" ball, and any other names, marks, slogans and similar materials that we may publish or distribute (the "Marks") are our property, whether or not registered, and you agree not to take any action to impair our ownership or the value thereof, or to bring the same into disrepute. You agree to obtain our prior written approval before you advertise or promote the Game or use the Marks.

9. **Conduct of the Game.** You agree to make the Game available to your customers during your normal business hours. You agree to use reasonable efforts to ensure that persons playing the Game on the Premises are limited to customers physically present on the Premises. Except in the case of tickets written for 21 or more consecutive games, you should require customers to redeem all winning tickets immediately after the last game to which they relate and before the calling of the next game. You should redeem all winning tickets in the presence of all customers having purchased tickets at the Premises for the games to which such tickets relate, and you should not permit customers to purchase tickets, leave the Premises and return later for redemption. In the case of tickets written for 21 or more consecutive games, you may permit delayed redemption in accordance with the Game Rules.

10. **Game Funds.** You will require all wagers on the Game to be paid in valid U.S. currency (or by any means allowed under law) at the time they are made. All Game Funds are our sole and exclusive property. If you cash checks for customers, you will do so separately and at your own risk and will not accept checks in our name. You agree to: (a) hold Game Funds in trust for us; (b) keep Game Funds separate from your funds while in your possession; and (c) prevent any of your creditors or other third parties from seizing or otherwise enforcing any lien, claim or other interest in Game Funds. All Game Funds, less prizes paid by you in accordance with the Game Rules, will be deposited no later than noon of the first banking day after receipt into a separate bank account that we have approved. If the bank account is other than our account, we may transfer the balance of that account to our account as often as daily and you agree to sign a funds transfer agreement to permit the same. We are entitled to immediate payment of any deposit of Game Funds not made when due or for any non-cash wager proceeds that you accept. Interest will accrue thereon at the lesser of 24% per annum or the highest lawful rate until paid.

11. **Term.** This Agreement is effective through the end of the current term of the lottery operator agreement between us and the Community and is thereafter automatically renewed for up to three additional consecutive renewal terms of five years each (each a "Renewal Term") unless we have given you written notice of non-renewal of this Agreement any time before the commencement of the next Renewal Term. Sections 5(c), 5(e), 5(g), 12, 13, and 16 will survive any termination of this Agreement.

SUBJECT TO TERMS ON REVERSE

12. Expanded Gambling. If additional gambling activities are legalized in the future and you wish to offer those activities at the Premises, we agree to use our best efforts to make those activities available to you on mutually agreed terms. If we are unable to do so for any reason within six months after your written request for such legal gambling activities, you may discontinue your obligation to staff the Game in accordance with Section 14. In return for the foregoing and our other obligations herein, and in view of our significant capital investment in reliance hereon, you agree not to permit anyone other than us to offer, supply or install gambling activities (other than paper pickle cards as allowed by the Nebraska Pickle Card Lottery Act on the date this Agreement is signed by us) at the Premises under any circumstances before the Scheduled Expiration Date of this Agreement.

13. Indemnity. You will indemnify, defend and hold us, the Community, and our and their respective employees, agents, and affiliates, harmless from and against any and all losses, costs, claims, expenses, (including reasonable attorneys' fees) and damages arising out of or related to, in whole or in part: (a) your breach of this Agreement; or (b) any actual or alleged acts or omissions by you, your staff, or your customers; or (c) any actual or alleged conduct of your business or condition of the Premises or any adjoining areas (including parking areas). We will not, however, be entitled to such indemnity if the proven sole proximate cause of damages was our own negligence or willful misconduct.

14. Your Right to Terminate or Discontinue. You may terminate this Agreement early if we materially default hereunder, and fail to cure our default within 30 days after receipt of written notice from you, specifying our default to be corrected. You may discontinue your responsibility to staff the Game: (a) if we propose a rent reduction pursuant to Section 3 and you give us written notice that you reject the same within 15 days after your receipt thereof; (b) if you determine, reasonably and in good faith, that continued staffing would be unprofitable; or (c) if we are unable to provide you, under Section 12, with additional gambling activities that you desire. Discontinuation of staffing does not terminate this Agreement. We may, but are not required to, staff the Game at the Premises if you discontinue staffing. In such event, we may deduct the cost thereof from the rent due. If you discontinue staffing, any recommencement thereof by you is subject to approval by us and applicable government authorities. Your right to terminate this Agreement or discontinue staffing under this Section is your exclusive remedy for our breach of this Agreement, and is in lieu of any other rights and remedies which you may have at law or equity.

15. Our Right to Terminate or Discontinue. We may terminate this Agreement early or discontinue our responsibilities under Section 6 without causing a termination hereof if: (a) you or your staff fail to comply with Section 2 or Section 10 in any respect, or your license to act as a sales outlet location is denied or revoked; (b) you otherwise materially default hereunder, and fail to cure the same within 30 days after receipt of written notice from us; (c) you discontinue staffing for any reason; (d) a material adverse change occurs in your business, financial or other condition, in our good faith determination; (e) there is a change in ownership of your business or you transfer your interest in, or discontinue business at, the Premises; (f) you have less than \$700 in Handle per week on average during any calendar quarter; or (g) we determine in good faith that a change in Regulatory Requirements will make continuation of our responsibilities hereunder impractical, impossible, or unprofitable.

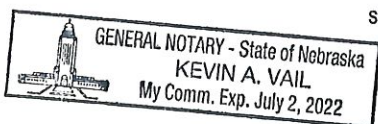
16. Our Remedies. If we terminate this Agreement early or exercise our right to discontinue our obligations in accordance with Section 15, we will be entitled to recover our damages, in addition to our other rights and remedies at law and in equity. Our damages are deemed to be no less than the product of: (i) the number of weeks remaining until the Scheduled Expiration Date; multiplied by (ii) eight percent (8%) of your average Handle per week (averaged for the period beginning 36 months and ending 12 months before the event giving rise to such termination or discontinuance; if the Game at the Premises continued for less than 15 months, we will use the average for the first half of such period). We are not, however, entitled to damages if our termination or discontinuance was based solely on: (A) Section 15(f); or (B) Section 15(c) or 15(e) provided that you otherwise continue to comply with the terms of this Agreement until the Scheduled Expiration Date (including, but not limited to, your obligation not to permit additional gambling activities under Section 12, even in circumstances where we are unable to provide you with the additional gambling activities that you desire). You further agree that we are entitled to specific performance and/or injunctive relief to enforce the terms hereof, including, but not limited to, injunctive relief against third parties with respect to violations pertaining to Section 12. As security for your performance of Section 12 and payment of our damages, you hereby grant us a security interest in and assign to us any rents or other payments due under any lease or other agreement and any other revenues to which you may be entitled with respect to other gambling activities on the Premises and you also hereby grant us a power of attorney to sign and file on your behalf any financing statement or other document related to such security interest.

17. Miscellaneous. This Agreement: (a) is a continuation of any prior existing lease we may have with regard to the Premises; (b) supersedes the terms of any and all such leases and is the exclusive statement of the agreement of the parties with respect to the subject matter hereof; (c) may not be amended except in writing executed by the parties; and (d) is interpreted and enforced in accordance with the laws of Nebraska. This Agreement binds the undersigned Satellite, the individual signing this Agreement, the Premises, any successor-in-interest to the business of the undersigned Satellite, and any new location to which your business is moved or expanded, through the Scheduled Expiration Date, unless terminated earlier as provided herein, and the provisions of this Agreement which survive termination continue to bind such persons and locations after termination. If any provision of this Agreement is unenforceable, the remaining provisions remain in effect. No waiver hereunder (whether by course of conduct or otherwise) is effective unless in writing and no waiver is considered a waiver of any other or further default. Our nonenforcement or waiver of any provision under any similar agreement(s) is not deemed a waiver of any provision under this Agreement. The parties intend their relationship under this Agreement to be that of independent contractors and not employees, agents, joint venturers, or partners; neither party has the power or authority to bind the other. Notices hereunder are given in writing by personal delivery or certified mail, addressed to the parties at the addresses set forth herein and are deemed given upon receipt.

Satellite Name: <u>Kirral Enterprises LLC</u> <u>dba: Spruce Street Tavern</u> Premises Address: <u>327 N Spruce St</u> <u>Valley NE 68064</u> <small>(Premises legal description will be attached as Attachment A)</small>	I have read and understand this Agreement (Front and Back) and am signing on behalf of myself and the Satellite named herein. By: <u>[Signature]</u> Print Name: <u>Matthew Fanglid</u> Title: <u>President</u>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

State of Nebraska, Co. of <u>Douglas</u> ss: This instrument was acknowledged before me on <u>1/27/22</u> by <u>Matthew Fanglid</u> the <u>President</u> of <u>Kirral Enterprises LLC dba: Spruce Street Tavern</u> a <u>Nebraska LLC</u> on behalf of the <u>LLC</u> <u>[Signature]</u> , Notary	Accepted: EHPV Lottery Services LLC By: <u>[Signature]</u> Officer of EHPV Lottery Services LLC Print Name: <u>Todd Ryan</u> Dated: <u>1-31-22</u>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------

SUBJECT TO TERMS ON REVERSE





# Omaha Police Department

RECORDS UNIT

505 SOUTH 15TH STREET  
OMAHA, NEBRASKA 68102-2769  
PHONE 402-444-5828



MELODI SZYMCZAK  
BIG RED KENO, LTD  
11248 JOHN GALT BLVD.  
OMAHA, NE. 68137

DATE: 01/28/22  
PROCESSED BY: D024

## CRIMINAL HISTORY

PAGE: 01

LAST/FIRST/M.I.: FAUGLID MATTHEW S  
LAST KNOWN ADDRESS: 00328 N 92 ST  
OMAHA, NE

\*\*\* ALIAS NAME \*\*\*

D.O.B.  
05/05/1989

DATE	CLASS ARREST/CHARGE	DISPOSITION
	NO CRIMINAL RECORDS WITH OMAHA POLICE DEPARTMENT	

\*\*\*\*\*  
 \* THIS DATA IS FROM LOCAL COMPUTERIZED FILES INCLUDING FELONY AND MISDEMEANOR OFFENSES. \*  
 \* MISDEMEANOR DATA OVER TEN YEARS OLD MAY HAVE BEEN PURGED. OTHER DATA MAY OR MAY NOT EXIST \*  
 \* IN NON-COMPUTERIZED FILES REQUIRING AN ADMINISTRATIVE SEARCH AT ADDITIONAL COST. TRAFFIC \*  
 \* INFRACTION DATA IS AVAILABLE FROM THE NEBRASKA DEPARTMENT OF MOTOR VEHICLES. THIS DATA DOES \*  
 \* NOT INCLUDE ARREST OR CHARGES WHICH HAVE NOT YET BEEN ENTERED INTO THE COMPUTERIZED FILES. \*  
 \*\*\*\*\*  
 POSSIBLE OTHER AGENCIES TO CONTACT:

BILLING INVOICE NUMBER 136203

## RESOLUTION NO. 2022 – 13

WHEREAS, on or about June 22, 2021, **BKM Land Company, LLC.**, a Nebraska limited liability company and the **City of Valley, Nebraska** entered into an Irrevocable Letter of Credit Agreement wherein BKM Land Company, LLC. and City agree certain funds for Falcon Business Park be secured by 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, to date, the City of Valley has incurred certain costs in connections with the design, engineering, bidding and/or overseeing the construction of the Falcon Business Park Water and Sewer Extensions OPCE Project No. 21-34 in the amount of Four thousand one hundred fifty-four dollars and  $\frac{11}{100}$ , (\$4,154.11); and

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

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

1. Pinnacle Bank is hereby authorized and directed to disburse to the City of Valley the sum of Four thousand one hundred fifty-four dollars &  $\frac{11}{100}$  dollars, (\$4,154.11) for costs incurred in connection with the design, engineering, bidding and/or overseeing the construction of the Falcon Business Park Water and Sewer Extensions OPCE Project No. 21-34.

PASSED AND APPROVED THIS 8<sup>th</sup> DAY OF FEBRUARY, 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

# INVOICE

PAYMENT DUE UPON RECEIPT

January 29, 2022

INVOICE NO. 06-21-34

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

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

For ENGINEERING SERVICES provided to the City of Valley for the period from August 31, 2021 to January 28, 2022 for the Falcon Business Park water and sewer extensions:

1. Construction Phase Services (100% Complete):	\$ 39,850.00
Less Previous Billing:	<u>(-) 37,857.50</u>
Net Due:	1,992.50
2. Reimbursable Expenses:	<u>2,161.61</u>
Total:	\$ <u>4,154.11</u>

TOTAL AMOUNT DUE THIS INVOICE: \$ 4,154.11

Breakout

Sanitary Sewer (60%): \$ 2,492.47  
Water (40%): 1,661.64

By:   
James J. Olmsted, P.E.

PLEASE RETURN A COPY OF INVOICE WITH PAYMENT

## OLMSTED & PERRY CONSULTING ENGINEERS INC.

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

Phone: 402-399-8552

**RESOLUTION NO. 2022-14**

**WHEREAS**, the City of Valley, Douglas County, Nebraska, proposes to enter into a purchase agreement between the City of Valley and the Institute for Building Technology and Safety and

**WHEREAS**, the Valley City Council in regular session on February 8th, 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** 8<sup>th</sup> day of February, 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

**SERVICE AGREEMENT**  
**BETWEEN**  
**INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY**  
**AND**  
**CITY OF VALLEY**

On this 4 day of February, 2022, City of Valley, (hereinafter “Client”) located at 203 N Spruce Street, Valley, NE, 680764 and the Institute for Building Technology and Safety, a Virginia non-profit organization headquartered at 45207 Research Place, Ashburn, VA, 20147, (hereinafter “IBTS”), do hereby enter into this Master Agreement (“Agreement”) under the following terms and conditions.

WHEREAS, IBTS is a non-profit organization whose purpose is to assist local jurisdictions by delivering quality services that meet the challenges of governance at all levels while enhancing public safety, economic development and the general welfare of the community; and

WHEREAS, Client desires to retain IBTS to perform the professional services set forth herein or in task orders/purchase orders issued hereunder.

NOW THEREFORE, in consideration of the above and the mutual covenants contained herein, IBTS and Client hereby enter into this Agreement and agree as follows:

**1.0 SERVICES OFFERED**

IBTS shall provide Building Code Department Services as set forth in Attachment A, attached hereto and incorporated by reference as if fully written in the body of this Agreement.

**2.0 CHANGES AND ADDITIONAL SERVICES**

Client may request additional Services not currently selected or described be added to the Agreement. Examples include specialty services, such as Contractor Licensing Services, Business Licensing Services, Public Works Inspections and Water Sampling. If any such change causes an increase or decrease in the cost of or in the time required for performance of this Agreement, IBTS shall notify Client in writing immediately, but, in any event, prior to executing an Agreement Modification. IBTS and will negotiate the new terms and modify the Agreement as described in Section 16.0 – Agreement Modification.

**3.0 COMPENSATION**

Client shall pay IBTS for all labor and all approved direct costs, if any, for the services set forth in Attachment A in accordance with the fees set forth in Attachment A and pursuant to additional Task Orders that may be issued hereunder.

**4.0 INVOICING AND PAYMENT TERMS**

IBTS shall submit invoices to Client on or after the first day of each month following the month in which the services were performed for all labor and direct costs. Client shall pay each proper invoice within 30 calendar days of the invoice date.

## **5.0 TERM OF AGREEMENT**

This Agreement shall commence on the date first written above (the Commencement Date) and continue until the last day of the 12<sup>th</sup> month following the Commencement Date (the Initial Term). After the Initial Term, the Agreement will automatically renew and be extended for additional one-year terms until either party terminates the Agreement by providing the other with a 90-day written notice of termination in advance of expiration.

## **6.0 INDEPENDENT CONTRACTOR**

It is expressly understood that IBTS is an independent contractor and that neither it nor its employees or subcontractors or their respective employees are servants, agents or employees of Client. The actual performance and supervision of all work hereunder shall be by IBTS, under the control and direction of IBTS as to the details of the services; provided, however, Client, being interested in the results to be obtained, is authorized to designate a representative or representatives who shall at all times have access to the location where the services are to be performed for the purposes of observing and inspecting same, and, provided further, that such work shall be performed in accordance with this Agreement.

## **7.0 IBTS-FURNISHED RESOURCES**

IBTS will be fully responsible for its staff and all of its staff's needs including but not limited to automobile, mileage, housing, per diems, cell phones, laptop computers and appropriate software, code books, safety equipment, tools for inspections, and certification costs.

## **8.0 TAXES**

IBTS is responsible for payment of all applicable taxes on the funds it receives as compensation for services provided under this Agreement. IBTS's Federal Tax Identification Number is 54-1963889. Upon request, IBTS will provide Client with IBTS's IRS Form W-9.

## **9.0 STANDARD OF CARE**

IBTS shall perform all services hereunder in accordance with the degree of care and skill exercised by similar firms engaged in similar work at the time and location the services are performed. All equipment and materials furnished hereunder shall include a pass through of the manufacturer's warranty, if any, and all warranty claims shall be by Client directly with the manufacturer. IBTS's sole obligation to Client hereunder is to re-perform any non-conforming services for which Client provides notice during the Term of the Agreement at no cost to Client. THE FOREGOING REPRESENTS THE TOTAL LIABILITY OF IBTS FOR ANY SERVICE OR PRODUCT. IBTS MAKES NO OTHER REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

## **10.0 INSURANCE**

10.1 IBTS shall at all times during the Term of the Agreement maintain the following insurance coverages:

- a. Worker's Compensation Insurance. IBTS shall maintain, during the life of the Agreement, Workers' Compensation Insurance for all of the IBTS employees. In case any work is sublet, IBTS shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by IBTS. In case any class of employees engaged in work under the Agreement is not protected under the Workers' Compensation laws, IBTS shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation laws.
- b. Commercial General Liability Insurance. IBTS shall maintain, during the life of the Agreement, such Commercial General Liability Insurance which shall protect IBTS, the Client and any subcontractors during the performance of work covered by the Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Agreement, whether such operations be by IBTS staff or by a subcontractor, or by anyone directly or indirectly employed by either of them. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and liability, with combined single limits of \$1,000,000.
- c. Automobile Insurance. IBTS shall maintain, during the life of the Agreement Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Agreement to be performed thereunder, unless such coverage is included in insurance elsewhere specified.
- d. Umbrella/Excess Liability. IBTS shall maintain Umbrella/Excess Liability Insurance in an amount not less than \$5,000,000 each occurrence and in the aggregate.
- e. Professional Liability Insurance. IBTS shall maintain Professional Liability Insurance in an amount not less than \$1,000,000 each claim and in the aggregate.

10.2 IBTS shall submit evidence of insurance to the Client and will add the Client as an "additional insured party" on IBTS's Commercial General Liability and Automobile Liability policies. Insurance shall be placed with insurers with an A.M. Best's financial strength and size category rating of no less than A-VI. This rating requirement shall be waived for Worker's Compensation coverage only. Client will be provided thirty (30) days prior written notice of any cancellation.

## 11.0 INDEMNIFICATION

Each party hereby agrees to defend, indemnify and hold harmless the other from any and all liability, claims, suits, losses, costs and legal fees, to the extent caused by, arising out of, or resulting from any negligent act, error or omission of such party in the performance and/or failure to perform under this Agreement, including the negligent acts errors or omissions of any subcontractor, agent or any direct or indirect employee of such party or its subcontractors or agents.

## 12.0 LIMITATION OF LIABILITY

***To the fullest extent permitted by law, the total liability, in the aggregate, of IBTS, IBTS's officers, directors, partners, employees, agents, and contractors, to owner, and anyone claiming by, through, or under owner for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Agreement, from any***

***cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by IBTS hereunder. In no event will either party be liable to the other for any incidental, indirect, special or consequential damages, including but not limited to physical injury or property damage, loss of time, loss of use, or inconvenience.***

### **13.0 DEFAULT**

Either party may terminate this Agreement for cause based upon (i) the failure of the other to comply with the terms and/or conditions of this Agreement or otherwise materially default in its performance of this Agreement, (ii) the other party becoming insolvent, in receivership or declaring bankruptcy, or (iii) makes an assignment for the benefit of creditors. Provided that the non-breaching party shall have given written notice specifying the default and an opportunity to cure, and within thirty (30) days after receipt of such notice, the default has not been corrected, or in the case of a default that cannot be corrected in thirty (30) days, the party has not begun in good faith to correct said default or proceeded diligently to complete such correction, without waiving any other rights, the non-breaching party may immediately terminate this Agreement. IBTS's right to stop work for failure of Client to make timely payments shall not be deemed a breach under this provision.

### **14.0 DISPUTE RESOLUTION**

If after an unsuccessful effort by the senior management of each party to resolve any dispute, either party may submit the dispute to binding arbitration for resolution by a single arbitrator with a mutually agreeable professional arbitration service in the Washington, D.C. metropolitan area, after furnishing the other party ten (10) days prior written notice. If the parties cannot agree on an arbitration service, the arbitration will take place pursuant to the American Arbitration Association ("AAA") Commercial Arbitration Rules and Mediation Procedures. The parties shall bear equally the costs of arbitration, including the fees and expenses of the arbitrator. Each party shall bear the cost of preparing and presenting its case.

### **15.0 ASSIGNMENT**

Neither party shall assign any interest in this Agreement by assignment or transfer without prior notification and written consent of the other party. This provision shall not be construed to prohibit a party from assigning to a bank, trust company, or other financial institution any money due or to become due from approved Agreements without such prior written consent.

### **16.0 AGREEMENT MODIFICATION**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by both parties and approved if required by law. No oral understanding not incorporated in the Agreement is binding on either of the parties.

### **17.0 CONFIDENTIALITY**

17.1 The Client agrees that its staff and agents may become aware of IBTS intellectual property or information protected as trade secret such as business processes and procedures. The Client agrees that it will not discuss with outside parties any information protected accordingly. The Client shall not be required to keep confidential any data or information that is, or becomes publicly available, is already rightfully in the Client's possession, is independently or is rightfully obtained from third parties.

17.2 At all times in the duration of this Agreement, the Client owns and will have the right to all data including inspection and plan review information, information bulletins, forms, and

other related technical material resulting from this effort. However, IBTS will retain intellectual rights on the forms and procedures, training, material, management systems, and IT system it develops for the Client for use in other business areas. IBTS will maintain records of the information related to the building department services it performs.

## **18.0 SUBCONTRACTORS**

18.1 IBTS may use consultants or staff provided by a subcontractor. In such cases, IBTS will be fully responsible for the work completed by the consultant and staff provided by a subcontractor to IBTS for this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of IBTS to the Client for any breach in the performance of IBTS's duties.

18.2 All IBTS staff members, as well as consultants or staff provided by a subcontractor who will provide building department services as an inspector or plan reviewer, shall register with the required local and/or state building code agencies.

## **19.0 NON-SOLICITATION OF EMPLOYEES**

The parties recognize and agree this it is important to encourage staff retention for each party and to minimize cost impacts to the program hereunder; as such, neither Party shall knowingly solicit for hire the other's employees assigned to this project for the period of this Agreement and six months thereafter. This shall in no way be construed to restrict, limit, or encumber the rights of any employee granted by law, nor shall not in any way restrict either party from hiring employees who respond to advertisements or make independent inquiries for employment but in no event shall such employee be put to work on this specific program by the hiring party.

## **20.0 COMPLIANCE WITH LAWS AND EQUAL OPPORTUNITY**

IBTS shall observe and abide by and perform its Services hereunder in accordance with all applicable laws, rules and regulations. IBTS shall obtain all necessary licenses and permits required to perform the Services and shall give all notices required by applicable laws, ordinances, rules and regulations. IBTS agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, and the Age Act of 1975. IBTS further agrees to abide by the requirements of the Americans with Disabilities Act of 1990. IBTS agrees not to discriminate in its employment practices and will render Services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, or political affiliation.

## **21.0 NOTICES**

All contractual notices shall be addressed to:

**Institute for Building Technology and Safety (IBTS)**

Attn: Contracts  
45207 Research Place  
Ashburn, VA 20147  
[Legal@ibts.org](mailto:Legal@ibts.org)

**City of Valley**

Attn: City Administrator  
203 N Spruce Street  
Valley, NE 68064  
[jkuester@valleyne.org](mailto:jkuester@valleyne.org)

All technical notices shall be addressed to:

**Institute for Building Technology and Safety (IBTS)**

Attn: Chris Miller  
45207 Research Place  
Ashburn, VA 20147  
cmiller@ibts.org

**City of Valley**

Attn: Jim Kuester  
Address 203 N Spruce Street  
Valley, NE 68064  
jkuester@valleyne.org

**22.0 SEVERABILITY**

If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

**23.0 ORDER OF PRECEDENCE**

This Agreement shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Agreement and its amendments; second priority shall be given to the provisions of the IBTS Scope of Services and its amendments.

**24.0 INCORPORATION OF ATTACHMENTS**

Attachments selected by the Client in Section 3.0 are attached hereto and are hereby incorporated by reference as though fully set out and rewritten herein.

**25.0 GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to any conflicts of laws principles. Any lawsuits arising out of this Agreement shall be filed in the appropriate State Court of competent Client located in Loudoun County, Virginia.

**26.0 ENTIRE AGREEMENT**

This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions, communications and understandings in respect to the subject of this Agreement, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

For IBTS:  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

For Client:  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

## ATTACHMENT A

### BUILDING CODE DEPARTMENT SERVICES & FEES

#### 1.0 BUILDING CODE DEPARTMENT SERVICES

IBTS will provide complete Building Code Department Services, administration, permitting systems, plan reviews, permit approvals, certificate of occupancy approvals, and electronic record keeping. Permit applicants can come to the Client's office to get permits, submit plans for plan reviews, or for Zoning and FEMA certifications; or they may elect to apply online once IBTS has implemented its proprietary online GOVMOTUS™ permitting system.

##### **Permit Applications**

Citizens/contractors may go to each Client's city/town hall or other designated location to apply for a permit and submit the required documentation for the permit. Citizens/contractors may also choose to register online with IBTS GOVMOTUS™ software. In either case, a local Client staff person will enter and/or review the submitted information, receive the payment and submit to IBTS for review. Notifications are sent immediately to IBTS staff that Plan Reviews are pending.

##### **Plan Reviews**

As directed by the Client, IBTS staff will conduct all of the plan reviews to check for compliance with federal, state and local building code requirements. The following presents the type of reviews (commercial and residential) that can be conducted, if so selected by each Client.

- Building codes
- Electrical codes
- Plumbing codes
- Mechanical codes
- Energy codes
- Accessibility
- Flood determinations
- Landscape/land use/lighting
- Fire codes
- Other local requirements

##### **Permit Approvals & Issuance**

Once plans are approved, IBTS will indicate approval in the GOVMOTUS™ software system. The system in return immediately notifies the Client that a permit is ready for issuance. The Client having authority remains in control in order to issue permits, and each Client can hold the approval for issues or concerns. This provides the opportunity to hold final issuance for any reason the Client may deem necessary.

##### **Inspections**

Once the project is under construction, IBTS will provide inspections on the construction project, based upon the structure type of occupancy. IBTS will provide each contractor with a direct telephone number to the inspector in order to schedule the inspections; inspections can also be requested via fax request or on the web-based permitting solution.

##### **Certificates of Occupancy**

After the final inspection or the Certificate of Occupancy (CO) inspection is completed, IBTS will upload and document all of the results and reports from the inspections in the GOVMOTUS™ software. IBTS will then approve the CO for issuance and the software will notify the Client that a CO is ready to be issued.

The Client at that time, just like the permit, has the authority to withhold that CO for any reason they deem necessary. This provides each Client with ultimate control of allowing the occupancy of the structure.

## **2.0 AUGMENTATION OF EXISTING BUILDING DEPARTMENT SERVICES**

IBTS can provide a la carte' services describe in this attachment. Clients may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the Client. Because each Client's needs are different and if needed, each Client may elect to specifically call out in their individual Agreement each of the tasks needed within each service and include those descriptions as part of their Agreement.

Services provided a la carte' are billed at either task and/or hourly rates, according to the deliverable.

### **AUGMENTATION FEE STRUCTURE**

Residential Plan Review Fees: \$100.00 per hour  
Commercial Plan Review Fees: \$135.00 per hour

Residential Inspections: \$100.00 per inspection\*  
Commercial Inspections: \$150.00 per inspection\*

*\*Inspections are per trade, not per site visit. Example, if during the foundation pour inspection, an inspector looks at foundation/footing and underground plumbing - that is two (2) inspections for a total of \$200.00.*

**City of Valley, NE**  
**General Obligation Various Purpose Bonds**  
**Series 2022 Refunding of Series 2017 - NONRATED**  
Dated: 3/24/2022

**Current Payment Schedule - Series 2017 Bonds**

**Series 2022 Bonds - Refinance FINAL**

<u>Date</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>Total Payment</u>
6/15/2022	\$205,000	1.650%	\$50,956	\$255,956
6/15/2023	\$215,000	1.800%	\$98,530	\$313,530
6/15/2024	\$250,000	1.950%	\$94,660	\$344,660
6/15/2025	\$365,000	2.200%	\$89,785	\$454,785
6/15/2026	\$370,000	2.400%	\$81,755	\$451,755
6/15/2027	\$350,000	2.550%	\$72,875	\$422,875
6/15/2028	\$525,000	2.700%	\$63,950	\$588,950
6/15/2029	\$550,000	2.850%	\$49,775	\$599,775
6/15/2030	\$550,000	3.000%	\$34,100	\$584,100
6/15/2031	\$550,000	3.200%	\$17,600	\$567,600
<b>Total</b>	<b>\$3,930,000</b>		<b>\$653,986</b>	<b>\$4,583,986</b>

<u>Date</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>Total Payment</u>	<u>Savings</u>
6/15/2022	\$225,000	0.500%	\$12,493.69	\$237,493.69	\$18,462.56
6/15/2023	\$240,000	0.750%	\$54,402.50	\$294,402.50	\$19,127.50
6/15/2024	\$275,000	1.000%	\$52,602.50	\$327,602.50	\$17,057.50
6/15/2025	\$385,000	1.150%	\$49,852.50	\$434,852.50	\$19,932.50
6/15/2026	\$390,000	1.250%	\$45,425.00	\$435,425.00	\$16,330.00
6/15/2027	\$365,000	1.350%	\$40,550.00	\$405,550.00	\$17,325.00
6/15/2028	\$535,000	1.450%	\$35,622.50	\$570,622.50	\$18,327.50
6/15/2029	\$555,000	1.600%	\$27,865.00	\$582,865.00	\$16,910.00
6/15/2030	\$545,000	1.700%	\$18,985.00	\$563,985.00	\$20,115.00
6/15/2031	\$540,000	1.800%	\$9,720.00	\$549,720.00	\$17,880.00
<b>Total</b>	<b>\$4,055,000</b>		<b>\$347,519</b>	<b>\$4,402,519</b>	<b>\$181,468</b>

Average Coupon **2.810%**  
Avg Annual Payment 2022-2031 **\$458,399**

Average Coupon **1.540%**  
All Inclusive Cost Rate **1.865%**  
Cash at Closing **\$4,608.75**  
Avg Annual Payment 2022-2031 **\$440,252**

**Average Annual Savings 2022-2031 \$18,146.76**  
**Present Value Benefit 4.383%**  
**Total Savings \$186,076.31**

**Sources Of Funds**

Par Amount of Bonds	\$4,055,000.00
Total Sources	\$4,055,000.00

**Uses Of Funds**

Deposit to Current Refunding Fund	\$3,980,956.25
Costs of Issuance	\$69,435.00
Cash to the Issuer (rounding)	\$4,608.75
Total Uses	\$4,055,000.00



Ameritas Investment Company, LLC  
Member FINRA/SIPC

**ORDINANCE NO. 773**

**AN ORDINANCE OF THE CITY OF VALLEY, NEBRASKA AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY BY THE CITY OF ITS GENERAL OBLIGATION VARIOUS PURPOSE REFUNDING BONDS, SERIES 2022, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$4,055,000; PRESCRIBING THE FORM AND CERTAIN DETAILS OF THE BONDS AND PROVIDING FOR THE FIXING AND ESTABLISHING OF OTHER DETAILS OF THE BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY BECOME DUE; DESIGNATING THE BONDS AS QUALIFIED TAX EXEMPT OBLIGATIONS; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND PROVIDING FOR THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM**

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

**ARTICLE I**

**FINDINGS AND DEFINITIONS**

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

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

(b) The City has previously issued its General Obligation Various Purpose Refunding Bonds, Series 2017, dated June 15, 2017, in the original aggregate principal amount of \$4,550,000 (the “**Series 2017 Bonds**”), of which \$3,930,000 in aggregate principal amount is presently outstanding. The City authorized the issuance of the Series 2017 Bonds pursuant to an ordinance (the “**Series 2017 Ordinance**”) duly passed and adopted by the City Council for the purpose of (i) refunding and redeeming its General Obligation Sewer Bonds, Series 2011, dated November 1, 2011 (the “**Series 2011 Bonds**”), (ii) refunding and redeeming General Obligation Bonds, Series 2007, dated March 15, 2007 (the “**Series 2007 Bonds**” and together with the Series 2011 Bonds, the “**Prior Bonds**”), originally issued by Sanitary and Improvement District No. 196 of Douglas County, Nebraska (“**SID 196**”), and which Series 2007 Bonds and the indebtedness represented thereby was assumed by the City upon the annexation of SID 196, and (iii) paying certain costs of issuing the Series 2017 Bonds. The City issued the Series 2011 Bonds for the purposes of paying off certain indebtedness of the City which was issued for the purpose of paying the interim costs of constructing additions and improvements to the sanitary sewer system of the City. SID 196 issued the Series 2007 Bonds to redeem construction fund warrants of SID 196 that financed the installation of public improvements within SID 196.

(c) As set forth in the Series 2017 Ordinance, the Series 2017 Bonds maturing on or after June 15, 2022 are subject to redemption at any time on or after June 15, 2022, as a whole or in part, at a redemption price equal to the principal amount of the Series 2017 Bonds called for redemption, plus accrued interest on such principal amount being redeemed to the date of redemption.

(d) Since the issuance of the Series 2017 Bonds, the rates of interest available in the markets have declined such that the City can effect a savings in interest costs by providing for payment and redemption of some or all of the Series 2017 Bonds through the issuance of general obligation various purpose refunding bonds of the City pursuant to the Act (as defined herein).

(e) By resolution of the City Council adopted on February 8, 2022 (the “**Call Resolution**”), the City has duly authorized the redemption of all or a portion of the outstanding Series 2017 Bonds (the “**Refunded Bonds**”) on June 15, 2022 (the “**Redemption Date**”), or such other date as determined in accordance with the Call Resolution, together with all interest accrued to the Redemption Date, all in accordance with redemption provisions set forth in the Series 2017 Ordinance, after which Redemption Date interest on the Refunded Bonds shall cease. Any Series 2017 Bonds not constituting Refunded Bonds, if any, shall be paid upon maturity thereof. The redemption of the Refunded Bonds is conditioned upon and subject to the City’s issuance of the refunding bonds described herein.

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

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

(h) It is necessary that the City adopt (i) policies and procedures to satisfy all applicable requirements of federal income tax law in order to preserve, post-issuance, the tax-exempt status of the bonds described herein and (ii) policies and procedures to satisfy the issuance and post-issuance disclosure requirements of Rule 15c2-12 (as described herein).

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

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

“**Act**” means Sections 18-1801 to 18-1802, Section 10-616, Section 17-925 and Section 10-142, Reissue Revised Statutes of Nebraska, as amended.

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

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

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

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

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

“**Bonds**” means the City’s General Obligation Various Purpose Refunding Bonds, Series 2022, dated the date of delivery, authorized and issued by the City pursuant to this Ordinance.

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

“**Call Resolution**” has the meaning set forth in the Findings and Determinations above.

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

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

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

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

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

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

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

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

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

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

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

(i) (A) the obligations are not subject to redemption prior to maturity or (B) the trustee for such obligations has been given irrevocable instructions concerning their calling and

redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Series 2017 Ordinance**” has the meaning set forth in the Findings and Determinations above.

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

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

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

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

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

## ARTICLE II

### AUTHORIZATION OF BONDS

**Section 201. Authorization of Bonds.** The City is hereby authorized and directed to issue the Bonds in an aggregate principal amount not to exceed \$4,055,000 to provide for the payment and redemption of the Refunded Bonds and the costs of issuing the Bonds.

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

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

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

The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right, and does hereby authorize each Authorized Officer, to appoint a successor Paying Agent by (a) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (b) causing notice of the appointment of the successor Paying Agent

to be given by first-class mail to each Registered Owner. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

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

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

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

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

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

Bonds may be transferred and exchanged only on the Bond Register as provided in this **Section 205**. Upon surrender of any Bond at the Designated Office, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer

or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

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

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

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

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

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

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

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

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

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

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

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

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

**Section 210. Parameters and Authorization of Award Certificate.** The Authorized Officers, or each individually, is authorized and directed, in the exercise of his or her independent judgment and absolute discretion, to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in accordance with and subject to the provisions of this Ordinance pursuant to a certificate executed at the time the Bond Purchase Agreement shall be signed (the “**Award Certificate**”): (a) the dates of original issue, (b) the aggregate principal amount of Bonds to be issued, not exceeding aggregate principal amount set forth in **Section 201** hereof, (c) the Maturity Dates and the principal amount of the Bonds to mature on each of such dates, (d) the final Maturity Date of the Bonds, which shall in no event be later than June 15, 2031, (e) the dates upon which the Bonds shall be sold, (f) the rate or rates of interest to be carried by each maturity, provided that such rates generate positive debt service savings, (g) the method by which such rate or rates of interest shall be calculated, (h) the Interest Payment Dates for the Bonds, (i) the redemption dates and prices and all terms relating thereto, including the amount and maturity date of any Bonds issued as “term bonds” and the amount of each sinking fund installment therefor, and all terms relating thereto, if any, (j) the identity of the Paying Agent, if other than the City Treasurer; (k) any financial covenants, including modification of those set forth herein; (l) the form, content, terms and provisions of the Purchase Agreement (as defined in **Section 209** hereof), if applicable, (m) the fee of the Purchaser, which shall not be more than 1.50% of the aggregate principal amount of the Bonds; (n) the purchase price for the Bonds, which shall not be less than 96.00% of the aggregate principal amount of the Bonds (inclusive of the Purchaser’s discount or fee and any original issue discount); (o) the identity of the Purchaser and structure of the financing as contemplated in **Section 209** hereof; (p) the form and contents of any Offering Document (as such term is defined in **Section 212** hereto); (q) the form, content, terms, and provisions of any closing and other documentation executed and delivered by the City in connection with the authorization, issuance, sale and delivery of the Bonds; and (r) all of the other terms of the Bonds not otherwise determined or fixed by the provisions of this Ordinance.

**Section 211. Book-Entry Bonds; Securities Depository.**

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

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

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

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

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

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

### ARTICLE III

#### REDEMPTION OF BONDS

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

#### **Section 302. Selection of Bonds to Be Redeemed.**

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

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

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

Date to the Purchaser of the Bonds and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

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

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

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

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

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

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

## ARTICLE IV

### SECURITY FOR AND PAYMENT OF BONDS

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

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

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

## ARTICLE V

### ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEY

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

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

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

- (a) All accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Fund and applied in accordance with **Section 504** hereof.
- (b) Proceeds in an amount sufficient, together with funds of the City held for debt service on the Refunded Bonds, if any, to prepay and refund the Refunded Bonds on the Redemption Date, shall be deposited with the Refunded Bonds Paying Agent, or, if requested by the Purchaser, such moneys may be deposited with an escrow agent acceptable to the City and the Purchaser prior to their deposit with the Refunded Bonds Paying Agent. The City hereby covenants and agrees to take all steps necessary and appropriate to provide for the calling and redemption of the Refunded Bonds on the Redemption Date.

(c) The remaining balance of the proceeds from the sale of the Bonds, if any, shall be deposited in the Cost of Issuance Fund to pay costs of issuing the Bonds.

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

**Section 504. Application of Money in the Debt Service Fund.** All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Registered Owner of any Bond is no longer entitled to enforce payment of such Bond or the interest thereon, the Paying Agent shall return such funds to the City. All money deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such money. Any money or investments remaining in the Debt Service Fund after the retirement of the indebtedness for which the Bonds were issued and all other indebtedness of the City shall be transferred and paid into the General Fund of the City.

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

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

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

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

## ARTICLE VI

### REMEDIES

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

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State of Nebraska;
- (b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

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

**Section 603. Remedies Cumulative.** No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall

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

## **ARTICLE VII**

### **DEFEASANCE**

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

## **ARTICLE VIII**

### **MISCELLANEOUS PROVISIONS**

#### **Section 801. Tax Covenants.**

(a) The City covenants and agrees that (i) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds, and (ii) it will not use or permit the use of any

proceeds of Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, which would adversely affect the exclusion from federal gross income of the interest on the Bonds. The City will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

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

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

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

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

(i) the City is a governmental unit under Nebraska law with general taxing powers;

(ii) none of the Bonds, the Refunded Bonds or the Prior Bonds is a private activity bond as defined in Section 141 of the Code;

(iii) ninety-five percent or more of the net proceeds of the Refunded Bonds and the Prior Bonds were used for local governmental activities of the City;

(iv) the Refunded Bonds and the Prior Bonds were exempt from arbitrage rebate under the “small-issuer exception” of Section 148(f)(4)(D) of the Code;

(v) the weighted average maturity of the Bonds will not exceed the remaining weighted average maturity of the Refunded Bonds; and

(vi) no Bond matures more than 30 years after the issuance date of the Prior Bonds (March 15, 2007).

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

(i) the Series 2017 Bonds were designated as “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B) of the Code;

(ii) the average maturity date of the Bonds will not later than the average maturity date of the Refunded Bonds; and

(iii) the Bonds will have a final maturity date which is not later than the date which is 30 years after the date the Prior Bonds were issued (March 15, 2007).

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

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

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

#### **Section 802. Continuing Disclosure.**

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

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

**Section 803. Amendments.** The rights and duties of the City and the Registered Owners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by an ordinance of the City with the written consent of the Registered Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, such consent to be evidenced by an

instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk.

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

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

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

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

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

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

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

- (a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take

acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

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

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

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

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

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

and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City and the Owner from time to time of the Bonds as herein and therein provided.

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

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

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

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

*[The remainder of this page intentionally left blank.]*



**DATED:** February 8, 2022.

**CITY OF VALLEY, NEBRASKA**

ATTEST:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

[Signature page to Bond Ordinance]

**\$4,055,000**  
**CITY OF VALLEY, NEBRASKA**  
**GENERAL OBLIGATION VARIOUS PURPOSE REFUNDING BONDS**  
**SERIES 2022**

**BOND PURCHASE AGREEMENT**

February 8, 2022

Mayor and City Council  
Valley, Nebraska

Ladies and Gentlemen:

On the basis of the representations and covenants and upon the terms and conditions contained in this Bond Purchase Agreement (this “**Agreement**”), Ameritas Investment Company, LLC (the “**Underwriter**”) hereby offers to purchase from the City of Valley, Nebraska (the “**Issuer**”) \$4,055,000 in aggregate principal amount of the Issuer’s General Obligation Various Purpose Refunding Bonds, Series 2022 (the “**Bonds**”).

The Issuer is issuing the Bonds to (a) refund and redeem (i) \$3,930,000 in aggregate principal amount of its General Obligation Various Purpose Refunding Bonds, Series 2017, dated June 15, 2017, maturing as serial bonds on June 15 in the years 2022 through and including 2031 (the “**Refunded Bonds**”) and (b) pay the costs of issuing the Bonds. The Refunded Bonds have been called for redemption prior to maturity on June 15, 2022 (the “**Redemption Date**”) pursuant to a resolution duly adopted by the Mayor and City Council of the Issuer (the “**Council**”) on February 8, 2022 (the “**Call Resolution**”). The Issuer is issuing the Bonds in accordance with Sections 18-1801 to 18-1802, Section 10-616, Section 17-925 and Section 10-142, Reissue Revised Statutes of Nebraska, as amended (collectively the “**Act**”).

This offer is made subject to the acceptance by the Issuer of this Agreement, which acceptance shall be evidenced by the execution of this Agreement prior to 10:00 p.m., Central Time, on February 8, 2022, by the undersigned officer or representative duly authorized for such purpose by the Council. All capitalized, undefined terms used herein shall have the meanings ascribed to them in the Bond Ordinance and the Official Statement, each as hereinafter-defined.

**SECTION 1. REPRESENTATIONS AND AGREEMENTS.**

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

- (a) The Issuer is a city of the second class and political subdivision duly organized and existing under the laws of the State of Nebraska (the “**State**”), including the Act, and is authorized and empowered pursuant to the provisions of the constitutional and statutory authority cited in the ordinance authorizing the issuance and delivery of the Bonds adopted by the Council on February 8, 2022 (the “**Bond Ordinance**”), to issue and sell the

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

(b) The Issuer has complied with all provisions of the Act, the Constitution and other laws of the State and has full power and authority to consummate all transactions contemplated by this Agreement, the Registrar and Paying Agent Agreement, to be dated March 24, 2022 (the “**Registrar Agreement**”), between the Issuer and UMB Bank, NA, West Des Moines, Iowa (the “**Registrar**”), the Escrow Agreement, to be dated May 24, 2022 (the “**Escrow Agreement**”), between the Issuer and UMB Bank, NA, West Des Moines, Iowa (the “**Escrow Agent**”), the Undertaking (as defined herein), the Bonds, the Bond Ordinance, the Call Resolution and all authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction over the subject matter have been duly obtained timely as required (except for any approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds). This Agreement, the Registrar Agreement, the Escrow Agreement and the Undertaking and all other documents and certificates executed by the Issuer in connection with the issuance of the Bonds are referred to herein as the “**Issuer Documents**”.

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

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

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

(f) The Bonds, when issued, delivered and paid for as herein provided, will have been duly executed, authenticated, issued and delivered and will constitute valid and binding obligations of the Issuer payable as to principal, premium, if any, and interest and

being secured as provided in the Bond Ordinance, enforceable in accordance with their terms and entitled to the benefits and security of the Bond Ordinance.

(g) The Preliminary Official Statement, dated February 1, 2022 (the “**Preliminary Official Statement**”), has been duly authorized and deemed final by the Issuer. The Issuer has delivered a certificate to the Underwriter to evidence compliance with paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (“**Rule 15c2-12**”), a copy of which is attached as **Exhibit C** hereto.

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

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

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

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

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

(m) If at any time when a copy of the Official Statement should be delivered in connection with offers and sales of the Bonds, any event occurs as a result of which the Official Statement, as then amended or supplemented, would include any untrue statement of a material fact, or omit to state any material fact necessary to make the statements made

therein, in the light of the circumstances under which they were made, not misleading, then at the request of the Underwriter, the Issuer will at its own expense supplement the Official Statement to the extent necessary to make it accurate and complete in all material respects and in a form approved by the Underwriter.

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

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

(p) As of the date of this Agreement and on the Closing Date, the Issuer is and will be in material compliance with each existing written undertaking previously required under Rule 15c2-12 with respect to the Issuer’s municipal securities, including the Refunded Bonds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth, at the Closing Time the Underwriter agrees to purchase from the Issuer, and the Issuer agrees to sell to the Underwriter, all (but not less than all) of the Bonds at an aggregate purchase price of \$3,994,175 (principal amount of the Bonds of \$4,055,000, and less an Underwriter's discount of \$60,825) plus accrued interest, if any, thereon to date of payment and delivery.

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

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

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

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

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

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

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

For purposes of this Section:

- (i) “**public**” means any person other than an underwriter or a related party,
- (ii) “**underwriter**” means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a

party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

- (iii) a purchaser of any of the Bonds is a “**related party**” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (a) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (b) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (c) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “**sale date**” means the date of execution of this Agreement by all parties.

(c) Delivery of the Bonds shall be made in New York, New York, at the Closing Time, to the Underwriter through the facilities of The Depository Trust Company in New York, New York, or at such other address as the Underwriter shall direct. Except for purposes of delivery of the Bonds to the Underwriter, the Closing shall take place at the offices of Kutak Rock LLP in Omaha, Nebraska. Payment for the Bonds shall be made by the Underwriter in same day federal funds payable to the Issuer (for deposit as designated in the Bond Ordinance) at 9:00 A.M., Central Time, on or about March 24, 2017, or at such other place, time and date as shall be mutually agreed upon by the Issuer and the Underwriter. The delivery of and payment for the Bonds is herein called the “**Closing**,” the date of such delivery and payment is herein called the “**Closing Date**,” and the hour and date of such delivery and payment is herein called the “Closing Time”. The delivery of the Bonds shall be made in definitive form, bearing CUSIP numbers (provided neither the printing of a wrong number on any Bond nor the failure to print a number thereon shall constitute cause to refuse delivery of any Bonds) and issued in fully registered form as directed by the Underwriter. The Bonds shall be available for examination and packaging by the Underwriter at least twenty four (24) hours prior to the Closing Time.

### **SECTION 3. CONDITIONS TO THE UNDERWRITER’S OBLIGATIONS.**

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

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

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

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

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

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

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

(v) A certificate of the Issuer signed by the Mayor, the Treasurer of the Issuer or other authorized officer setting forth the reasonable expectations of the

Issuer deemed necessary and appropriate by Bond Counsel to support the conclusion that the Bonds will not be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code; and

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

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

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

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

#### **SECTION 4. THE UNDERWRITER’S RIGHT TO CANCEL.**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 5. CONDITIONS OF THE ISSUER'S OBLIGATIONS.**

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

## **SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY.**

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

## **SECTION 7. PAYMENT OF EXPENSES.**

The Underwriter agrees to pay all costs incident to the underwriting and sale of the Bonds, including the costs of preparing the Bonds, CUSIP and DTC charges, printing and distribution of the Preliminary Official Statement and the Official Statement, and any out of pocket expenses relating thereto. The Issuer will pay the fees and costs of Bond Counsel, accounting fees, registrar and paying agent fees, dissemination agent fees, escrow agent fees, publication, printing, postage and any other costs, fees and expenses incurred by the Issuer.

## **SECTION 8. MISCELLANEOUS AND NOTICE.**

(a) This Agreement shall inure to the benefit of the Underwriter and the Issuer and their respective successors and assigns. Nothing in this Agreement is intended or shall be construed to

give any other person, firm or corporation any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. The terms “successor” and “assigns” as used in this Agreement shall not include any purchaser, acting in such capacity, of any of the Bonds from the Underwriter.

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

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

#### **SECTION 9. APPLICABLE LAW; NONASSIGNABILITY.**

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

#### **SECTION 10. EXECUTION OF COUNTERPARTS.**

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

**SECTION 11. EFFECTIVE UPON ACCEPTANCE.**

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

Very truly yours,

**AMERITAS INVESTMENT COMPANY, LLC**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted February 8, 2022 at \_\_\_\_\_ .m.,  
CDT, in accordance with the Bond Ordinance:

**CITY OF VALLEY, NEBRASKA**

By: \_\_\_\_\_  
Its \_\_\_\_\_

[Signature Page to the Bond Purchase Agreement]

## EXHIBIT A - TO BOND PURCHASE AGREEMENT

**\$4,055,000**  
**CITY OF VALLEY, NEBRASKA**  
**GENERAL OBLIGATION VARIOUS PURPOSE REFUNDING BONDS**  
**SERIES 2022**

In accordance with Section 210 of that certain ordinance duly adopted by the Mayor and City Council (the “**Council**”) of the City of Valley, Nebraska (the “**Issuer**”), on February 8, 2022 (the “**Bond Ordinance**”), the following terms and provisions shall apply to the above-captioned Bonds:

### **Maturities, Interest Rates and other Details**

The Bonds shall be issued in one series in the aggregate principal amount of \$4,055,000, shall mature in the principal amounts, on the following dates and shall bear interest at the rates as follows:

<u>Type</u>	<u>Maturity Date</u> <u>(June 15)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
Serial	2022	\$225,000	0.50%	0.50%	100%
Serial	2023	240,000	0.75	0.75	100
Serial	2024	275,000	1.00	1.00	100
Serial	2025	385,000	1.15	1.15	100
Serial	2026	390,000	1.25	1.25	100
Serial	2027	365,000	1.35	1.35	100
Serial	2028	535,000	1.45	1.45	100
Serial	2029	555,000	1.60	1.60	100
Serial	2030	545,000	1.70	1.70	100
Serial	2031	540,000	1.80	1.80	100

### **Interest Payment Dates**

The Bonds shall bear interest at the respective rates set forth above, calculated on the basis of a 360-day year consisting of twelve 30-day months, payable on June 15 and December 15 of each year, commencing June 15, 2022, until maturity or earlier redemption.

### **Date of Original Issue**

The Date of Original Issue of the Bonds shall be the date of delivery thereof: March 24, 2022.

### **Authorized Denominations**

The Bonds shall be issued in fully registered form and sold in Authorized Denominations of \$5,000 or whole multiples thereof.

## Redemption Provisions

*Optional Redemption.* The Bonds maturing on and after June 15, 2027 are subject to redemption prior to maturity at the option of the Issuer at any time on March 24, 2027, or any date thereafter, in whole, or in part in such principal amounts and from such maturity or maturities as the Issuer in its sole and absolute discretion shall determine, at a redemption price equal to the principal amount thereof, together with the interest accrued thereon to the date of redemption, with no premium. If less than all of the Bonds of any maturity are to be called for redemption, the hereinafter-defined Registrar shall select by lot the particular Bonds of such maturity to be redeemed in Authorized Denominations within a maturity.

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

## Registrar and Paying Agent

UMB Bank, NA, West Des Moines, Iowa (the “**Registrar**”), is hereby designated and appointed to serve as the Registrar and Paying Agent with respect to the Bonds and shall perform such duties as set forth in the Bond Ordinance and the Registrar and Paying Agent Agreement, to be dated March 24, 2022, between the Issuer and the Registrar.

## Dissemination Agent

UMB Bank, NA, West Des Moines, Iowa (the “**Dissemination Agent**”), is designated and appointed to serve as the Dissemination Agent with respect to the Bonds and shall perform such duties as set forth in the Continuing Disclosure Agreement, to be dated March 24, 2022, between the Issuer and the Dissemination Agent.

## Escrow Agent

UMB Bank, NA, West Des Moines, Iowa (the “**Escrow Agent**”), is hereby designated and appointed to serve as the Escrow Agent with respect to the hereinafter-defined Refunded Bonds and shall perform such duties as set forth in the Escrow Agreement, to be dated March 24, 2022, between the Issuer and the Escrow Agent.

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## Redemption of the Refunded Bonds

Pursuant to Section 3 of that certain resolution of the Council adopted on February 8, 2022 (the “**Call Resolution**”), the “**Redemption Date**” for the Refunded Bonds (as defined in the Call Resolution and as set forth below) of June 15, 2022 is hereby ratified and confirmed. The Refunded Bonds shall consist of:

<u>Type</u>	<u>Maturity Date (June 15)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP (920012)</u>
Serial	2022	\$205,000	1.65%	QJ3
Serial	2023	215,000	1.80	QK0
Serial	2024	250,000	1.95	QL8
Serial	2025	365,000	2.20	QM6
Serial	2026	370,000	2.40	QN4
Serial	2027	350,000	2.55	QP9
Serial	2028	525,000	2.70	QQ7
Serial	2029	550,000	2.85	QR5
Serial	2030	550,000	3.00	QS3
Serial	2031	550,000	3.20	QT1

## EXHIBIT B TO BOND PURCHASE AGREEMENT

**\$4,055,000**  
**CITY OF VALLEY, NEBRASKA**  
**GENERAL OBLIGATION VARIOUS PURPOSE REFUNDING BONDS**  
**SERIES 2022**

### FORM OF ISSUE PRICE CERTIFICATE

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

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

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

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

(b) As set forth in the Bond Purchase Agreement, dated February 8, 2022 (the “**Purchase Agreement**”), between the Issuer and Ameritas, Ameritas has agreed in writing that, for each Maturity of the Hold-the-Offering-Price Maturities it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “**Hold-the-Offering-Price Rule**”). Pursuant to such Purchase Agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

**Section 3. *Defined Terms.***

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

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

(c) ***Holding Period*** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (February 15, 2022), or (ii) the date on which the Underwriter has sold at least 10% of such a Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

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

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

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

(g) **Sale Date** means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is February 8, 2022.

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

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

[Signature Page Follows]

**AMERITAS INVESTMENT COMPANY, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: March 24, 2022

**SCHEDULE A**  
**PRICING WIRE OR EQUIVALENT COMMUNICATION**

**\$4,055,000**  
**CITY OF VALLEY, NEBRASKA**  
**GENERAL OBLIGATION VARIOUS PURPOSE REFUNDING BONDS**  
**SERIES 2022**

**General Rule Maturities**

Not Applicable

Maturities Listed Below

<u>Type</u>	<u>Maturity Date</u> <u>(June 15)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
Serial	2022	\$225,000	0.50%	0.50%	100%
Serial	2023	240,000	0.75	0.75	100
Serial	2024	275,000	1.00	1.00	100
Serial	2025	385,000	1.15	1.15	100
Serial	2026	390,000	1.25	1.25	100
Serial	2027	365,000	1.35	1.35	100
Serial	2028	535,000	1.45	1.45	100
Serial	2029	555,000	1.60	1.60	100
Serial	2030	545,000	1.70	1.70	100
Serial	2031	540,000	1.80	1.80	100

**Hold-The-Offering-Price Rule Maturities**

Not Applicable

Maturities Listed Below

**SCHEDULE B**

**PRICING WIRE OR EQUIVALENT COMMUNICATION**

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

Attached

## EXHIBIT C TO BOND PURCHASE AGREEMENT

### RULE 15c2-12 CERTIFICATE

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

(1) This Certificate is delivered to enable the Underwriter to comply with Rule 15c2-12, as amended, under the Securities Exchange Act of 1934 (“**Rule 15c2-12**”) in connection with the issuance and sale by the Issuer of \$4,055,000 in aggregate principal amount of General Obligation Various Purpose Refunding Bonds, Series 2022 (the “**Bonds**”).

(2) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, dated February 1, 2022, setting forth information concerning the Bonds and the Issuer (the “**Preliminary Official Statement**”).

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

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

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

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

**EXECUTED AND DATED** as of February 1, 2022.

**CITY OF VALLEY, NEBRASKA**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

## RESOLUTION 2022- 17

### **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF VALLEY, NEBRASKA APPOINTING A SUCCESSOR REGISTRAR AND PAYING AGENT WITH RESPECT TO CERTAIN OUTSTANDING BONDS OF THE CITY**

**WHEREAS**, pursuant to separate ordinances (collectively, the “**Bond Ordinances**”) previously adopted by the Mayor and City Council (the “**Council**”) of the City of Valley, Nebraska (the “**City**”), the City authorized the issuance of its (a) General Obligation Refunding Bonds, Series 2015, dated September 15, 2015, in the original aggregate principal amount of \$460,000, (b) General Obligation Water Bonds, Series 2018, dated November 15, 2018, in the original aggregate principal amount of \$1,810,000, and (c) General Obligation Various Purpose Refunding Bonds, Series 2019, dated November 15, 2019, in the original aggregate principal amount of \$760,000 (collectively, the “**Bonds**”); and

**WHEREAS**, the Bond Ordinances designated the City Treasurer, in Valley, Nebraska, as registrar and paying agent (the “**City Treasurer**”) with respect to each series of the Bonds; and

**WHEREAS**, the Bond Ordinances further provide that the City may remove the City Treasurer upon 30 days’ notice (which notice the City Treasurer hereby waives) and upon the appointment of a successor Registrar.

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

**Section 1.** The Council hereby finds and determines that it is in the best interest of the City to remove the City Treasurer as Registrar with respect to each series of the Bonds and to appoint UMB Bank, NA, in West Des Moines, Iowa, as successor Registrar.

**Section 2.** As soon as practicable, the Mayor or City Clerk is directed to provide a true copy of this resolution to the City Treasurer to ensure that it delivers all cash and Bonds in its possession, as well as the bond register, to the successor Registrar named herein.

**Section 3.** UMB Bank, NA, in West Des Moines, Iowa, is hereby appointed as successor Registrar with respect to the Bonds. The Registrar shall serve in such capacities and under the respective terms of each of the Bond Ordinances and pursuant to separate agreements for each series of Bonds, each to be entitled “**Registrar and Paying Agent Agreement**” between the City and the Registrar. The Mayor or the City Clerk is hereby authorized to execute said agreements with such changes as he or she shall deem appropriate or necessary.

**Section 4.** The City Clerk is hereby directed to file a copy of this Resolution with the successor Registrar. Within ten (10) business days of the effective date of the transfer of responsibilities to the successor Registrar, the successor Registrar is hereby directed to file a notice of a material event (attached hereto as Exhibit A) relating to such transfer with the Municipal Securities Rulemaking Board and its EMMA portal, relating to each series of Bonds.

**Section 5.** This Resolution shall be in full force and take effect from and after its passage as provided by law.

DATED February 8, 2022.

CITY OF VALLEY, DOUGLAS  
COUNTY, NEBRASKA

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Cindy Grove, Mayor

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Mike Stanzel, Council President

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Bryon Ueckert, Council Member

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Linda Lewis, Council Member

ATTEST:

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Chris TenEyck, Council Member

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Cheryl Eckerman, City Clerk

(Signature Page to Resolution Appointing Successor Registrar and Paying Agent)

**EXHIBIT A**  
**MATERIAL EVENT NOTICE**

**NOTICE OF CHANGE OF REGISTRAR AND PAYING AGENT**

**[CHOOSE CORRECT BOND CAPTION PRIOR POSTING TO EMMA]**

**[\$460,000  
CITY OF VALLEY, NEBRASKA  
GENERAL OBLIGATION REFUNDING BONDS  
SERIES 2015  
DATED: SEPTEMBER 15, 2015  
BASE CUSIP: 920012]**

**[\$1,810,000  
CITY OF VALLEY, NEBRASKA  
GENERAL OBLIGATION WATER BONDS  
SERIES 2018  
DATED: NOVEMBER 15, 2018  
BASE CUSIP: 920012]**

**[\$760,000  
CITY OF VALLEY, NEBRASKA  
GENERAL OBLIGATION VARIOUS PURPOSE REFUNDING BONDS  
SERIES 2019  
DATED: NOVEMBER 15, 2019  
BASE CUSIP: 920012]**

Notice is hereby given that UMB Bank, NA, from its corporate trust office in West Des Moines, Iowa, will be Registrar and Paying Agent with respect to the above-captioned Bonds. Contact information for UMB Bank, NA is:

UMB Bank, NA  
Attention: Corporate Trust  
7155 Lake Drive, Suite 120  
West Des Moines, IA 50266  
Phone: 515-368-6064

**RESOLUTION 2022-18**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF VALLEY, NEBRASKA AUTHORIZING THE REFUNDING AND EARLY REDEMPTION OF ALL OR A PORTION OF THE CITY’S GENERAL OBLIGATION VARIOUS PURPOSE REFUNDING BONDS, SERIES 2017, IN SUCH AMOUNTS AND IN SUCH MATURITIES AS SHALL BE DETERMINED BY AN AUTHORIZED OFFICIAL OF THE CITY.**

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

**Section 1.** The City of Valley, Nebraska (the “City”) has previously issued its General Obligation Various Purpose Refunding Bonds, Series 2017, dated June 15, 2017, in the original aggregate principal amount of \$4,550,000 (the “**Series 2017 Bonds**”), of which \$3,930,000 in aggregate principal amount is presently outstanding. The City authorized the issuance of the Series 2017 Bonds pursuant to an ordinance (the “**Series 2017 Ordinance**”) duly passed and adopted by the Mayor and City Council of the City (the “**City Council**”) for the purpose of (i) refunding and redeeming its General Obligation Sewer Bonds, Series 2011, dated November 1, 2011 (the “**Series 2011 Bonds**”), (ii) refunding and redeeming General Obligation Bonds, Series 2007, dated March 15, 2007 (the “**Series 2007 Bonds**”), originally issued by Sanitary and Improvement District No. 196 of Douglas County, Nebraska (“**SID 196**”), and which Series 2007 Bonds and the indebtedness represented thereby was assumed by the City upon the annexation of SID 196, and (iii) paying certain costs of issuing the Series 2017 Bonds. The City issued the Series 2011 Bonds for the purposes of paying off certain indebtedness of the City which was issued for the purpose of paying the interim costs of constructing additions and improvements to the sanitary sewer system of the City. SID 196 issued the Series 2007 Bonds to redeem construction fund warrants of SID 196 that financed the installation of public improvements within SID 196.

**Section 2.** As set forth in the Series 2017 Ordinance, the Series 2017 Bonds maturing on or after June 15, 2022 are subject to redemption at any time on or after June 15, 2022, as a whole or in part, at a redemption price equal to the principal amount of the Series 2017 Bonds called for redemption, plus accrued interest on such principal amount being redeemed to the date of redemption.

**Section 3.** Subject to the conditions set forth herein, the City Council hereby authorizes the refunding and redemption of the following outstanding Series 2017 Bonds (the “**Refunded Bonds**”), and the payment of the redemption price of such bonds through and including June 15, 2022 (the “**Redemption Date**”), or such other date as shall be determined by the Mayor or City Clerk (each, including any person authorized to act on his or her behalf, an “**Authorized Officer**”), or each individually, all in accordance with the redemption provisions set forth in the Series 2017 Ordinance, after which date interest on such bonds shall cease:

<u>Type</u>	<u>Maturity Date</u> <u>(June 15)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u> <u>(920012)</u>
Serial	2022	\$205,000	1.65%	QJ3
Serial	2023	215,000	1.80	QK0
Serial	2024	250,000	1.95	QL8
Serial	2025	365,000	2.20	QM6
Serial	2026	370,000	2.40	QN4
Serial	2027	350,000	2.55	QP9

Serial	2028	525,000	2.70	QQ7
Serial	2029	550,000	2.85	QR5
Serial	2030	550,000	3.00	QS3
Serial	2031	550,000	3.20	QT1

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

**Section 4.** On the Redemption Date, the principal of the Refunded Bonds, together with all accrued interest to but not including the Redemption Date, shall be paid upon presentation and surrender thereof at the office of the City Treasurer, in Valley, Nebraska, as registrar and paying agent for the Refunded Bonds (the “**Registrar**”).

**Section 5.** In accordance with the Series 2017 Ordinance:

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

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

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

**Section 6.** This Resolution shall be in full force and take effect from and after its passage as provided by law. The redemption of the Refunded Bonds authorized by this Resolution is subject to the prior issuance by the City of its General Obligation Various Purpose Refunding Bonds, Series 2022 (the “**Refunding Bonds**”). This Resolution shall have no force and effect if the Refunding Bonds are not issued within one year of the date hereof.

**DATED** February 8, 2022.

CITY OF VALLEY, DOUGLAS  
COUNTY, NEBRASKA

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Cindy Grove, Mayor

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Mike Stanzel, Council President

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Bryon Ueckert, Council Member

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Linda Lewis, Council Member

ATTEST:

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Chris TenEyck, Council Member

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Cheryl Eckerman, City Clerk

[Signature page to Call Resolution]



# IRS issues standard mileage rates for 2022

IR-2021-251, December 17, 2021

WASHINGTON — The Internal Revenue Service today issued the 2022 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on January 1, 2022, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 58.5 cents per mile driven for business use, up 2.5 cents from the rate for 2021,
- 18 cents per mile driven for medical, or moving purposes for qualified active-duty members of the Armed Forces, up 2 cents from the rate for 2021 and
- 14 cents per mile driven in service of charitable organizations; the rate is set by statute and remains unchanged from 2021.

The standard mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

It is important to note that under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. Taxpayers also cannot claim a deduction for moving expenses, unless they are members of the Armed Forces on active duty moving under orders to a permanent change of station. For more details see [Moving Expenses for Members of the Armed Forces](#).

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

Taxpayers can use the standard mileage rate but must opt to use it in the first year the car is available for business use. Then, in later years, they can choose either the standard mileage rate or actual expenses. Leased vehicles must use the standard mileage rate method for the entire lease period (including renewals) if the standard mileage rate is chosen.

Notice 22-03 [PDF](#), contains the optional 2022 standard mileage rates, as well as the maximum automobile cost used to calculate the allowance under a fixed and variable rate (FAVR) plan. In addition, the notice provides the maximum fair market value of employer-provided automobiles first made available to employees for personal use in calendar year 2022 for which employers may use the fleet-average valuation rule in or the vehicle cents-per-mile valuation rule.

*Page Last Reviewed or Updated: 17-Dec-2021*

## RESOLUTION NO. 2022 – 11

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 subdivider 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 Seventy-six thousand eight-hundred thirty-one dollars & 79/100 (\$76,831.79), is due to Vrba Construction pursuant to Application for Payment No. 8, 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 Seventy-six thousand eight-hundred thirty-one dollars & 79/100 (\$76,831.79) as payment due pursuant to Application for Payment No. 8 dated February 2, 2022 for Flatwater Lake Phase 3 Rebid - Utility Extensions.

PASSED AND APPROVED THIS 8<sup>th</sup> DAY OF February, 2022

CITY OF VALLEY,  
DOUGLAS COUNTY, NEBRASKA

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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. 8

	Application Period: <b>2/1/2022</b>	Application Date: <b>2/2/2022</b>
To Owner: <b>City of Valley, Nebraska</b>	From Contractor: <b>Vrba Construction, Inc.</b>	Via (Engineer): <b>OLMSTED &amp; PERRY CONSULTING ENGINEERS INC.</b>
Project: <b>Flat Water Improvements - Phase 3 Rebid (Sanitary Sewer, Storm Sewer and Water Main)</b>	Contract: <b>Flat Water Improvements - Phase 3 Rebid (Sanitary Sewer, Storm Sewer and Water Main), Valley, Nebraska</b>	
Owner's Contract No.: <b>1</b>	Contractor's Project No.: <b>1</b>	Engineer's Project No.: <b>19062-01</b>

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)	\$1,202,398.94
5. RETAINAGE:	
a. 5% X \$1,200,228.47 Work Completed	\$ 60,011.42
b. 5% X \$2,170.47 Stored Material	\$ 108.52
c. Total Retainage (Line 5.a + Line 5.b)	\$ 60,119.95
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$ 1,142,278.99
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 1,065,447.20
8. AMOUNT DUE THIS APPLICATION	\$ 76,831.79
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	\$ 235,982.83

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor Signature**

By: Joe Vrba Date: 02/02/2022

Payment of: \$76,831.79

is recommended by:  
(Engineer) James J. Olmsted, P.E. 2/3/2022  
(Date)

is approved by:  
(Owner) City of Valley 2/8/2022  
(Date)

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

# Progress Estimate - Unit Price Work

# Contractor's Application

For Flat Water Improvements - Phase 3 Rebid (Sanitary Sewer, Storm Sewer and Water Main), Valley, Nebraska (Contract):								Application Number: 8			
Application Period: 2/1/2022								Application Date: 2/2/2022			
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	\$5,000.00	\$5,000.00	1.00	\$5,000.00		\$5,000.00	100.0%	\$0.00
2	CONSTRUCT 8"DIA. PVC SDR 35 SANITARY SEWER PIPE	1,547.00	LF	\$31.50	\$48,730.50	1,547.00	\$48,730.50		\$48,730.50	100.0%	\$0.00
3	CONSTRUCT 6"DIA. PVC SDR 26 SANITARY SEWER SERVICE	2,387.00	LF	\$29.25	\$69,819.75	2,387.00	\$69,819.75		\$69,819.75	100.0%	\$0.00
4	CLOSED-CIRCUIT TELEVISION (CCTV) INSPECTION	1,547.00	LF	\$1.50	\$2,320.50	1,547.00	\$2,320.50		\$2,320.50	100.0%	\$0.00
5	CONSTRUCT 8" x 6" TEE BRANCH	38.00	EA	\$109.85	\$4,174.30	38.00	\$4,174.30		\$4,174.30	100.0%	\$0.00
6	CONSTRUCT 6"DIA. 45 DEG FOR SERVICE	32.00	EA	\$71.75	\$2,296.00	32.00	\$2,296.00		\$2,296.00	100.0%	\$0.00
7	CONSTRUCT CLEANOUT	3.00	EA	\$401.75	\$1,205.25	3.00	\$1,205.25		\$1,205.25	100.0%	\$0.00
8	CONSTRUCT 54" I.D. SANITARY SEWER MANHOLE INCL. LINER/COATING	96.10	VF	\$710.00	\$68,231.00	96.10	\$68,231.00		\$68,231.00	100.0%	\$0.00
9	CONSTRUCT GRINDER PUMPING STATION, COMPLETE	1.00	LS	\$160,000.00	\$160,000.00	0.95	\$152,000.00		\$152,000.00	95.0%	\$8,000.00
10	CONSTRUCT TRANSFORMER PAD FOR SEWAGE PUMPING STATION	1.00	EA	\$2,000.00	\$2,000.00	1.00	\$2,000.00		\$2,000.00	100.0%	\$0.00
11	CONSTRUCT 3"DIA. HDPE FORCE MAIN	505.00	LF	\$17.25	\$8,711.25	505.00	\$8,711.25		\$8,711.25	100.0%	\$0.00
12	DIRECTIONAL BORING FOR 3"DIA. FORCE MAIN	340.00	LF	\$134.25	\$45,645.00	340.00	\$45,645.00		\$45,645.00	100.0%	\$0.00
13	INSTALL 3"DIA. 45 DEG BEND & BLOCK	1.00	EA	\$192.00	\$192.00	1.00	\$192.00		\$192.00	100.0%	\$0.00
14	INSTALL TRACER WIRE	505.00	LF	\$0.25	\$126.25	505.00	\$126.25		\$126.25	100.0%	\$0.00
15	DEWATERING - SANITARY SEWER	1,240.00	LF	\$95.00	\$117,800.00	1,240.00	\$117,800.00		\$117,800.00	100.0%	\$0.00
16	DEWATERING - LIFT STATION	1.00	EA	\$30,000.00	\$30,000.00	1.00	\$30,000.00		\$30,000.00	100.0%	\$0.00

# Progress Estimate - Unit Price Work

# Contractor's Application

For Flat Water Improvements - Phase 3 Rebid (Sanitary Sewer, Storm Sewer and Water Main), Valley, Nebraska (Contract):								Application Number: 8			
Application Period: 2/1/2022								Application Date: 2/2/2022			
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. FORCE MAIN	1.00	EA	\$462.00	\$462.00	1.00	\$462.00		\$462.00	100.0%	\$0.00
18	CONNECT TO EXG. 16"DIA. FORCE MAIN W/ 16x8" TAPPING SLEEVE & 8"DIA. VALVE	1.00	EA	\$4,630.00	\$4,630.00		\$0.00		\$0.00		\$4,630.00
19	CONSTRUCT 8"DIA. CHECK VALVE AND 84"DIA. FLATTOP MANHOLE	1.00	EA	\$14,000.00	\$14,000.00		\$0.00	\$2,170.47	\$2,170.47	15.5%	\$11,829.53
20	INSTALL 8"DIA. MJ 45 DEG BEND & BLOCK	2.00	EA	\$423.75	\$847.50		\$0.00		\$0.00		\$847.50
21	BORE & JACK 16"DIA. STEEL CASING FOR 8"DIA. FORCE MAIN	130.00	LF	\$932.75	\$121,257.50		\$0.00		\$0.00		\$121,257.50
22	CONSTRUCT 8"DIA. DIP CL 350 FORCE MAIN	292.00	LF	\$48.75	\$14,235.00		\$0.00		\$0.00		\$14,235.00
23	CONNECT TO EXG. 8"DIA. FORCE MAIN W/ 8x8" TAPPING SLEEVE & 8"DIA. VALVE	1.00	EA	\$3,789.75	\$3,789.75		\$0.00		\$0.00		\$3,789.75
24	CONSTRUCT 8"DIA. CHECK VALVE AND 72"DIA. FLATTOP MANHOLE	1.00	EA	\$13,937.25	\$13,937.25		\$0.00		\$0.00		\$13,937.25
25	CONSTRUCT 15" R.C.P., CLASS III STORM SEWER	205.00	LF	\$40.80	\$8,364.00	205.00	\$8,364.00		\$8,364.00	100.0%	\$0.00
26	CONSTRUCT 18" R.C.P., CLASS III STORM SEWER	294.00	LF	\$41.65	\$12,245.10	295.00	\$12,286.75		\$12,286.75	100.3%	-\$41.65
27	CONSTRUCT 15" R.C. FLARED END SECTION	1.00	EA	\$581.25	\$581.25	1.00	\$581.25		\$581.25	100.0%	\$0.00
28	CONSTRUCT 18" R.C. FLARED END SECTION	2.00	EA	\$640.00	\$1,280.00	2.00	\$1,280.00		\$1,280.00	100.0%	\$0.00
29	STAKING ALLOWANCE	1.00	ALW	\$6,900.00	\$6,900.00	1.00	\$6,900.00		\$6,900.00	100.0%	\$0.00
30	TESTING ALLOWANCE	1.00	ALW	\$5,100.00	\$5,100.00		\$0.00		\$0.00		\$5,100.00
31	SITE PREPARATION / MOBILIZATION	1.00	LS	\$7,500.00	\$7,500.00	1.00	\$7,500.00		\$7,500.00	100.0%	\$0.00
32	CONSTRUCT 6"DIA. D.I.P. CL 350 WATER MAIN	107.00	LF	\$40.00	\$4,280.00	107.00	\$4,280.00		\$4,280.00	100.0%	\$0.00

# Progress Estimate - Unit Price Work

# Contractor's Application

For **Flat Water Improvements - Phase 3 Rebid (Sanitary Sewer, Storm Sewer and Water Main), Valley, Nebraska**  
 (Contract):

Application Number: **8**

Application Period: **2/1/2022**

Application Date: **2/2/2022**

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	CONSTRUCT 8"DIA. D.I.P. CL 350 WATER MAIN	2,215.00	LF	\$44.00	\$97,460.00	2,215.00	\$97,460.00		\$97,460.00	100.0%	\$0.00
34	CONSTRUCT 12"DIA. D.I.P. CL 350 WATER MAIN	411.00	LF	\$56.00	\$23,016.00	411.00	\$23,016.00		\$23,016.00	100.0%	\$0.00
35	CONSTRUCT 14"DIA. DR11 HDPE WATER MAIN	880.00	LF	\$48.00	\$42,240.00	880.00	\$42,240.00		\$42,240.00	100.0%	\$0.00
36	INSTALL TRACER WIRE	2,733.00	LF	\$0.25	\$683.25	3,506.00	\$876.50		\$876.50	128.3%	-\$193.25
37	DIRECTIONAL DRILLING FOR 14"DIA. WATER MAIN	630.00	LF	\$259.00	\$163,170.00	630.00	\$163,170.00		\$163,170.00	100.0%	\$0.00
38	BORE AND JACK 24"DIA. STEEL CASING FOR WATER MAIN	90.00	LF	\$705.25	\$63,472.50	105.00	\$74,051.25		\$74,051.25	116.7%	-\$10,578.75
39	INSTALL 6"DIA. MJ 45 DEG BEND & BLOCK	1.00	EA	\$865.00	\$865.00	1.00	\$865.00		\$865.00	100.0%	\$0.00
40	INSTALL 12x6" MJ REDUCER	1.00	EA	\$396.50	\$396.50	1.00	\$396.50		\$396.50	100.0%	\$0.00
41	INSTALL 12" MJ TEE & BLOCK	2.00	EA	\$866.00	\$1,732.00	2.00	\$1,732.00		\$1,732.00	100.0%	\$0.00
42	INSTALL 12"DIA. MJ 45 DEG BEND & BLOCK	3.00	EA	\$620.00	\$1,860.00	3.00	\$1,860.00		\$1,860.00	100.0%	\$0.00
43	INSTALL 12"DIA. MJ 11 1/4 DEG BEND & BLOCK	1.00	EA	\$525.00	\$525.00	1.00	\$525.00		\$525.00	100.0%	\$0.00
44	INSTALL 12"DIA. MJ 22 1/2 DEG BEND & BLOCK	1.00	EA	\$558.00	\$558.00	1.00	\$558.00		\$558.00	100.0%	\$0.00
45	INSTALL 8"DIA. MJ 45 DEG BEND & BLOCK	4.00	EA	\$404.00	\$1,616.00	4.00	\$1,616.00		\$1,616.00	100.0%	\$0.00
46	INSTALL 12"DIA. MJ 90 DEG BEND & BLOCK	2.00	EA	\$728.00	\$1,456.00	2.00	\$1,456.00		\$1,456.00	100.0%	\$0.00
47	INSTALL 8"DIA. MJ 22 1/2 DEG BEND & BLOCK	5.00	EA	\$372.00	\$1,860.00	5.00	\$1,860.00		\$1,860.00	100.0%	\$0.00
48	INSTALL 6"DIA. MJ 45 DEG BEND & BLOCK	1.00	EA	\$865.00	\$865.00	1.00	\$865.00		\$865.00	100.0%	\$0.00

# Progress Estimate - Unit Price Work

# Contractor's Application

For **Flat Water Improvements - Phase 3 Rebid (Sanitary Sewer, Storm Sewer and Water Main), Valley, Nebraska**  
 (Contract):

Application Number: **8**

Application Period: **2/1/2022**

Application Date: **2/2/2022**

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)
49	INSTALL FIRE HYDRANT ASSEMBLY	5.00	EA	\$5,400.00	\$27,000.00	5.00	\$27,000.00		\$27,000.00	100.0%	\$0.00
50	CONNECT TO EXG. 12"DIA. WATER MAIN	1.00	EA	\$825.00	\$825.00	1.00	\$825.00		\$825.00	100.0%	\$0.00
51	INSTALL 8x6" MJ SWIVEL TEE	3.00	EA	\$675.00	\$2,025.00	3.00	\$2,025.00		\$2,025.00	100.0%	\$0.00
52	INSTALL 8"DIA. R.S. MJ GATE VALVE W/ VALVE BOX	5.00	EA	\$1,435.00	\$7,175.00	5.00	\$7,175.00		\$7,175.00	100.0%	\$0.00
53	INSTALL 12"DIA. R.S. MJ GATE VALVE W/ VALVE BOX	2.00	EA	\$2,415.00	\$4,830.00	2.00	\$4,830.00		\$4,830.00	100.0%	\$0.00
54	CONSTRUCT 1"DIA. AIR RELEASE VALVE AND 60" I.D. MANHOLE	4.00	EA	\$12,000.00	\$48,000.00	4.00	\$48,000.00		\$48,000.00	100.0%	\$0.00
55	WATER SERVICE, TAP, CORP., & CURB STOP W/ BOX	1.00	EA	\$2,500.00	\$2,500.00	1.00	\$2,500.00		\$2,500.00	100.0%	\$0.00
56	STAKING ALLOWANCE	1.00	ALW	\$3,800.00	\$3,800.00	1.00	\$3,800.00		\$3,800.00	100.0%	\$0.00
57	TESTING ALLOWANCE	1.00	ALW	\$1,700.00	\$1,700.00		\$0.00		\$0.00		\$1,700.00
58	CONNECT TO EXG. 8" DIA. WATER MAIN	1.00	EA	\$750.00	\$750.00	1.00	\$750.00		\$750.00	100.0%	\$0.00
59	BORING FOR 8" DIA. WATER MAIN	45.00	LF	\$150.00	\$6,750.00	45.00	\$6,750.00		\$6,750.00	100.0%	\$0.00
60	INSTALL 8" MJ TEE & BLOCK	2.00	EA	\$750.00	\$1,500.00	2.00	\$1,500.00		\$1,500.00	100.0%	\$0.00
61	CONSTRUCT 30" RCP, CLASS III STORM SEWER	100.00	LF	\$88.65	\$8,865.00	100.00	\$8,865.00		\$8,865.00	100.0%	\$0.00
62	CONSTRUCT 30" RC FLARED END SECTION	2.00	EA	\$1,330.56	\$2,661.12	2.00	\$2,661.12		\$2,661.12	100.0%	\$0.00
63	INSTALL GEOGRID FABRIC	45.00	SY	\$2.50	\$112.50	45.00	\$112.50		\$112.50	100.0%	\$0.00
64	AGGREGATE PIPE BEDDING - 1 1/2"	60.00	TON	\$22.50	\$1,350.00		\$0.00		\$0.00		\$1,350.00

# Progress Estimate - Unit Price Work

# Contractor's Application

For Flat Water Improvements - Phase 3 Rebid (Sanitary Sewer, Storm Sewer and Water Main), Valley, Nebraska (Contract):								Application Number: 8			
Application Period: 2/1/2022								Application Date: 2/2/2022			
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)
65	TRENCH STABILIZATION BEDDING - 3"	55.00	TON	\$95.72	\$5,264.60	55.00	\$5,264.60		\$5,264.60	100.0%	\$0.00
66	D: UNSUITABLE EXCAVATION DEBRIS (SANITARY SEWER NEAR MH4)	1.0	LS	\$2,621.54	\$2,621.54	1.00	\$2,621.54		\$2,621.54	100.0%	\$0.00
67	SANITARY SEWER EXTENSION TO LOT 1; FIRE HYDRANT REPAIR	1.0	LS	\$18,902.38	\$18,902.38	1.00	\$18,902.38		\$18,902.38	100.0%	\$0.00
68	G: INSTALL METER PIT AT PHASE 2 ENTRANCE FOR IRRIGATION	1.0	LS	\$2,222.34	\$2,222.34	1.00	\$2,222.34		\$2,222.34	100.0%	\$0.00
69	IRRIGATION SLEEVE AT PHASE 2 ENTRANCE MEDIAN	1.0	LS	\$10,624.05	\$10,624.05	1.00	\$10,624.05		\$10,624.05	100.0%	\$0.00
70	IRRIGATION SLEEVE AT PHASE 2 EAST CULDESAC	1.0	LS	\$10,478.98	\$10,478.98	1.00	\$10,478.98		\$10,478.98	100.0%	\$0.00
71	J: INSTALL 1"DIA. WATER IRRIGATION SERVICE FOR PHASE 2 CULDESAC	1.0	LS	\$3,593.36	\$3,593.36	1.00	\$3,593.36		\$3,593.36	100.0%	\$0.00
72	K: BORE CONDUIT FOR IRRIGATION SLEEVE ACROSS PHASE 2 ENTRANCE	1.0	LS	\$3,724.05	\$3,724.05	1.00	\$3,724.05		\$3,724.05	100.0%	\$0.00
73	IRRIGATION SLEEVE AND INSTALL WATER IRRIGATION SERVICE AT PHASE 3 EAST	1.0	LS	\$6,017.64	\$6,017.64	1.00	\$6,017.64		\$6,017.64	100.0%	\$0.00
74	EAST AND WATER SERVICE HIT BY UTILITY CONTRACTOR	1.0	LS	\$1,614.86	\$1,614.86	1.00	\$1,614.86		\$1,614.86	100.0%	\$0.00
75	Q; REPAIR HYDRANT DAMAGED BY DEVELOPER	1.0	LS	\$3,818.00	\$3,818.00	1.00	\$3,818.00		\$3,818.00	100.0%	\$0.00
76	R: UPRR SUPPLEMENTAL AGREEMENT - EXTENSION	1.0	LS	\$2,100.00	\$2,100.00	1.00	\$2,100.00		\$2,100.00	100.0%	\$0.00
77					\$0.00		\$0.00		\$0.00		\$0.00
<b>Totals</b>					<b>\$1,378,261.82</b>		<b>\$1,200,228.47</b>	<b>\$2,170.47</b>	<b>\$1,202,398.94</b>	<b>87%</b>	<b>\$175,862.88</b>

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