

AGENDA
VALLEY CITY COUNCIL
Tuesday, January 13, 2026
City Hall
203 North Spruce
Valley, NE 68064
7:00 PM

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Proof of Publication**
5. **Visitors/Correspondence**

Anyone desiring to speak on any item or issue not on the agenda or any item on the agenda that does not include a public hearing may do so; but shall be limited to three (3) minutes. Persons should identify themselves by name and address. Persons speaking should not expect the Council to engage in back-and-forth dialogue regarding their comments. Unless an agenda item includes a public hearing, no person may speak during the business portion of the meeting; provided, however, persons speaking during a public hearing are limited to between five (5) and twenty (20) minutes. The public is advised that a copy of the Open Meetings Act is located on the north wall of the Council Chamber, and one copy of all reproducible written material to be discussed at this meeting is available for examination or copying.

6. **Approval of Agenda**
7. **Consent Agenda**

All agenda items on 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. Approve Minutes of December 9, 2025 City Council meeting

7.B. Approve Treasurer's Report

7.C. Approve invoices and additional invoices presented for payment

7.D. Approve December Payroll \$118815.26 and IRA \$3728.17

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.E. Accept December Keno Receipts \$7763.27

7.F. Accept PeopleService Inc., Report

7.G. Accept minutes and/or statistics of the following boards and/or committees:

- December Library statistics

8. **Douglas County Interlocal for Inspection Services discussion regarding renewal of interlocal agreement with Douglas County for inspection services.**
9. **Bluewater Subdivision consideration and action to accept Lot Certification.**
10. **Mileage Reimbursement consideration and action to set the mileage reimbursement rate at 72.5 cents per mile as set by the Internal Revenue Service.**
11. **Signal Security Services code enforcement consideration and action to terminate services.**
12. **Parks and Recreation Advisory Committee confirmation of the following appointments to the Committee:**
 - **Georgene Gottsch - 1 year**
 - **Randy Egbarts - 2 years**
 - **Paul Glidden - 2 years**
 - **Johnny Oien - 3 years**
 - **Dee Nestander - 3 years**
 - **Mary Ellis - alternate**
13. **Resolution No. 2026-01 consideration and action to enter into the software agreement with Edmunds GovTech for accounting and billing services.**
14. **Ordinance No. 843 consideration and approval of \$500.00 deposit to guarantee correct installation of water meters.**
15. **Ordinance No. 844 consideration and approval of water rates.**
16. **Police Chief**
17. **City Administrator**
18. **PeopleService**
19. **City Engineer**
 - 19.A. **Water Treatment Plant - Eriksen Construction**

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- 19.A.1. **Resolution No. 2026-02** consideration and action to approve Contractor's Application for Payment No.12 in the amount of \$428,400.00.
- 19.B. Valley Landing - sanitary sewer, water main, and storm sewer improvements - United Utilities and Excavation.
 - 19.B.1. **Resolution No. 2026-03** consideration and action to approve Contractor's Application for payment No. 8 in the amount of \$115,508.54.
- 19.C. Valley Lakes Business Park - NL&L Concrete
 - 19.C.1. Consideration and action to approve Change Order No. 1 (final) for a decrease in the amount of \$52,090.00.
 - 19.C.2. **Resolution No. 2026-04** consideration and action to approve Contractor's Application for Payment No. 3 (Final) from NL&L Concrete in the amount of \$23,473.00.
- 19.D. FY26 Water Main Replacement
 - 19.D.1. Review of Bids
 - 19.D.2. Consideration and action to award construction contract to Vrba Construction.
- 19.E. Lift Station Pump Replacements
 - 19.E.1. Review of Bids
 - 19.E.2. Consideration and action to award construction contract for Ginger Woods No. 3 and Meigs/Byersville bypass connections to Vrba, DXP Gurney, and West-E-Con.
 - 19.E.3. Consideration and action to award construction contract for Legacy Valley Pump Replacement to Vrba, DXP Gurney, and West-E-Con.
 - 19.E.4. Consideration and action to award construction contract for Valmont, Meigs, and Byersville Lift Station Pump Replacement to Vrba, DXP Gurney, and West-E-Con.
- 19.F. FY26 Street Projects
- 19.G. Other/Miscellaneous
 - Planning Commission

20. City Attorney

21. Mayor's Report

22. Upcoming Items

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- Planning Commission: January 20, 2026 @ 4:30 p.m.
 - 2026 Midwinter Conference Feb. 23-24, 2026
23. **Executive Session consideration of proceeding into executive session is necessary for the protection of public interest and to consult with the City Attorney in order to preserve attorney/client privilege.**
 24. **Adjourn**

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NOTICE OF MEETING
CITY OF VALLEY
TUESDAY, JANUARY 13, 2026 7:00 P.M.
VALLEY CITY HALL
203 N. SPRUCE STREET, VALLEY, NE

Notice is hereby given that a meeting of the City Council of the City of Valley, Nebraska will be held on **Tuesday, January 13, 2026** at **7:00 p.m.** at **Valley City Hall**.

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

Christie Donnermeyer, City Clerk

1/2 ZNEZ



The Daily Record

Proof of Publication

JASON W. HUFF, Publisher

UNITED STATES OF AMERICA,
The State of Nebraska,
District of Nebraska,
County of Douglas,
City of Omaha } ss.

JASON W. HUFF, being duly sworn, deposes and say that they are the PUBLISHER and/or MANAGING EDITOR of THE DAILY RECORD, of Omaha, a legal newspaper, printed and published daily in the English language, having a bona fide paid circulation in Douglas County in excess of 300 copies, and a general circulation in Sarpy, Lancaster, Cass and Dodge Counties, printed in Omaha, in said County of Douglas, Nebraska for more than fifty-two weeks last past; that the printed notice here-to attached was published in THE DAILY RECORD, of Omaha, for 1 consecutive weeks on:

1/2/26

That said Newspaper during that time was regularly published and in general circulation in the County of Douglas, and State of Nebraska.

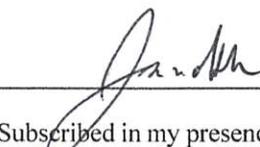
GENERAL NOTARY - State of Nebraska
NICOLE M. PALMER
My Comm. Exp. October 1, 2029

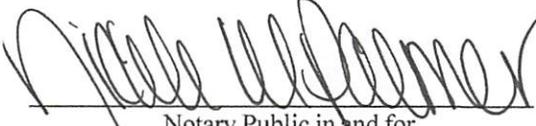
Publisher's Fee \$20.67

Additional Copies \$ _____

Filing Fee \$ _____

Total \$20.67


Subscribed in my presence and sworn to before me this JANUARY 02 2026


Notary Public in and for
Douglas County, State of Nebraska

Daily Record

THE NATIONAL ARCHIVES
COLLEGE PARK, MARYLAND
20740
TELEPHONE: 410-326-7300
FACSIMILE: 410-326-7301

For information on the services of the National Archives, please contact the nearest office. A list of offices is available on the Internet at <http://www.archives.gov>. For more information on the services of the National Archives, please contact the nearest office. A list of offices is available on the Internet at <http://www.archives.gov>.

For information on the services of the National Archives, please contact the nearest office.

1-800-827-6837

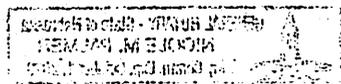
ADMISSION INFORMATION

ADMISSION INFORMATION
The National Archives
College Park, Maryland
20740

The National Archives is a government agency that is responsible for the preservation and organization of the records of the United States government. The National Archives is a government agency that is responsible for the preservation and organization of the records of the United States government. The National Archives is a government agency that is responsible for the preservation and organization of the records of the United States government.

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For information on the services of the National Archives, please contact the nearest office. A list of offices is available on the Internet at <http://www.archives.gov>.

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Director, National Archives

MINUTES
Regular MEETING
December 9, 2025

1 and 2. **Roll Call and Call to Order.** Mayor L. Lewis called the meeting to order at 7:06 p.m. Present were Council Members J. Lewis, and Hayden. Also present: Office Manager Mike Gorman, Clerk Christie Donnermeyer, and Deputy Clerk Jon Barnhart.

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

3. **Pledge of Allegiance.** the Pledge of Allegiance was recited.

4. **Proof of Publication.** the Proof of Publication was on the council desk.

5. **Visitors/Correspondence.** No one spoke.

6. **Approval of Agenda.** At the request of the developer's attorney agenda items numbers 15, 16, 17, and 18 were removed from the agenda. Council member Hayden moved to approve the revised agenda. J. Lewis seconded. YES: J. Lewis and Hayden. NO: no one. Motion carried.

7. **Consent Agenda** Council member Hayden moved to approve the consent agenda. J. Lewis seconded. YES: J. Lewis, and Hayden. NO: No one. Motion carried. Items on the consent agenda were: Nov. 10, Nov. 12, and Nov. 18, 2025 city council meeting minutes; Treasurer's Report, Nov. Payroll \$116423.70 & IRA \$3647.30; Keno Receipts \$9186.83; PeopleService Report, Minutes and/or statistics of the following boards and/or committees: Sept. Library Board minutes; Nov. Library statistics; Oct. Planning Commission minutes; Accept Valley Days Foundation and Valley Veterans 2025 Firework sales reports; and the following bills **Services/Utilities/Insurance:** Accufund \$3843.00; Aflac \$251.22; American Legal \$695.00; Axon Enterprise \$7223.16; Bamboo \$377.95; Black Hills \$1290.52; Bland & Assoc \$15800.00; BCBS \$27916.65; Creative Planning \$5305.80; DataShield \$99.84; DC Environmental Services \$7326.00; DC Treasurer \$14792.48; Eagle Engineering \$88182.95; Farnham & Griffin \$11346.00; FiveNines \$6892.95; FP Finance \$152.95; Goosmann Law \$3480.00; Great Plains \$1103.49; International Institute of Muni Clerks \$135.00; JEO \$900.00; LARM \$192993.00; Matzen Cleaning \$825.00; Medi-Waste Disposal \$150.00; Morgan White Group \$1447.38; Ne Humane Society \$150.00; Olmsted & Pery \$12274.62; OPPD \$23810.55; PeopleService \$36112.00; Signal 88 \$3062.48; Stanley Steemer \$1500.00; The Daily Record \$356.40; Verizon \$647.58; Waste Connections \$248.48; Widhelm Jeff \$1575.00; Workplace Screening \$325.20; Xpress \$971.15; YMCA \$50.00; **Supplies/Equipment:** Advanced Heating \$526.90; Amazon Bus \$2286.07; ARPS \$869.19; Bomgaars \$267.90; Bound to Stay Bound \$83.04; Cappel Auto \$56.97; Cintas \$418.94; Core & Main \$15074.90; Demco \$370.06; Electric Pump \$14390.99; FNB Credit Card \$5505.38; FP Mailing Solutions \$500.00; Great Plains Uniform \$50.00; Host Coffee \$31.03; JD's Car Wash \$134.30; Jensen Tire & Auto \$351.56; John Deere Financial \$303.77; JP Cooke \$147.55; Lien Termite \$95.00; Love's \$1537.89; Mendards \$94.84; Michael Todd \$4200.77; Midwest Alarm \$10966.48; Midwest Underground \$11.15; One Office Solution \$121.75; Stalker Radar \$233.00; Valley Ace \$87.92; Vrba Const \$2275.00; **Bond/Loan/TIF Payments:** NDEE \$91116.32;

FNB/bond 5962.50; FNB/bond 5962.50; Mallard \$40170.41; Bluewater \$99746.38; NDWEE \$19015.65; UMB \$468106.25; **Reimburse/Refund:** AJKL, LLC 36.83; Bluewater Development \$150.00; Building Ventures \$1000.00; Landmark Performance \$150.00; LIM Const \$150.00; Majestic Homes \$3000.00; Nelson, D \$1217.08; Red Dog Bldg Group \$127.50; Transfigure Homes \$150.00; Vazquez A \$2.82; Weddell Const \$150.00.

8. Police Chief Martinez Chief Martinez presented awards to Sergeant Chris Schindt and Officer Matthew Bishop Jr. for their life-saving response during an incident in the 3M parking lot. Chief Martinez expressed his gratitude to Council for approving the police department's budget.

9. Confirmation of Appointments Mayor L. Lewis clarified the change of title for Office Manager Mike Gorman to City Administrator for purposes of conducting city business. She also stated there would be no pay raise or any other changes to the position. Mayor L. Lewis stated that the following appointments would be valid for one year; until December 2026. Discussions will be held regarding whether the term of future appointments will be every year or for the duration of the Mayor's term. Member J. Lewis moved to confirm the following appointments: City Administrator – Mike Gorman; City Clerk – Christie Donnermeyer; City Treasurer – Lori Sorensen; Police Chief – Bobby Martinez; Public Works Superintendent – Tim Sheets; City Attorneys – Goosmann Law Firm, Matthew Munderloh; City Street Superintendent – Gregory E. Perry, PE; and City Engineers – Eagle Engineering Group, LLC. Hayden Seconded. YES: J. Lewis and Hayden. NO: No one. Motion carried.

10. Employee Holiday Leave Mayor L. Lewis explained the reason for the request and that this would not be done for the New Year's holiday. Member J. Lewis motioned to approve Employee Holiday Leave to close city offices on December 26, 2025. Hayden Seconded. YES: Hayden, J. Lewis, NO: No one. Motion carried.

11. Resolution No. 2025-53 Council member Hayden moved for passage of Resolution No. 2025-53 Emergency Contractor List. J. Lewis seconded. YES: J. Lewis, and Hayden. NO: No one. Motion carried. A true, correct, and complete copy of said Resolution is on file at City Hall.

12. City of Valley Leasing Corporation Mayor L. Lewis discussed the deadline for filling the two open director positions. Member J. Lewis reiterated his previous recommendation of appointment of Sue Poore. He asked City Attorney Munderloh if a Council Member could be a director of the Corporation. City Attorney Munderloh stated it would be fine and referenced former council member Batcher's position as a director. Member J. Lewis asked Member Hayden if she was interested in a director's position. Member Hayden responded yes, temporarily. Mayor L. Lewis clarified Member J. Lewis' recommendation of appointing Sue Poore and Melanie Hayden to the Valley Leasing Corporation's board of directors; to which he confirmed. Member J. Lewis then provided an overview of Sue Poore's background. Member J. Lewis moved to appoint Sue Poore as a director of the City of Valley Leasing Corporation. Hayden Seconded. YES: J. Lewis Hayden. NO: No one. Motion carried. Member J. Lewis then moved to appoint Melanie Hayden as a director of the Valley Leasing Corporation. YES: J. Lewis and L. Lewis. NO: No one. ABSTAINED: Hayden. Motion carried.

13. Parks and Recreation Advisory Committee Member J. Lewis provided an overview of his discussions with Office Manager Gorman and City Clerk Donnermeyer regarding the Parks and Recreation Advisory Committee. Applications are provided online and can be submitted online. He expressed the importance of the committee and read powers and duties of the committee. Mayor L. Lewis stated it is a good idea. She gave the example of the pool so that the community can get involved.

14. City Water Advisory Committee Member J. Lewis mentioned discussions he had with Office Manager Groman and City Clerk Donnermeyer regarding their thoughts on the idea of a water advisory committee. Member Hayden clarified the difference between the two committees and noted the application process. The proper steps will need to be followed to form the new committee.

15. Heimann Ventures III, LLC - Champion Shores (f/k/a Flatwater Lakes Estates, LLC) consideration and approval of application for change of zoning from Industrial (I-2) and Residential (R-3) to Residential (R-3). Removed from the agenda at the request of the developer's attorney.

16. Heimann Ventures III, LLC - Champion Shores consideration and approval Redevelopment Plan. Removed from the agenda at the request of the developer's attorney.

17. Heimann Ventures, III, LLC - Champion Shores Heimann Ventures, III, LLC - Champion Shores consideration and approval of revised preliminary plat. Removed from the agenda at the request of the developer's attorney.

18. Heimann Ventures III, LLC - Champion Shores consideration and approval of final plat. Removed from the agenda at the request of the developer's attorney.

19. PeopleService Jeremy Beam addressed Council and provided an overview of the progress of the Water Plant expansion. They are also working on cleaning the plant and removing outdated materials. They also added new rack shelving. The current water usage was provided along with the progress of the water meter replacement. There have been some issues with builders. He discussed having an open house at the Water Plant for the public once the expansion is completed.

20. City Engineer

Council member J. Lewis moved to approve Contractor's Change Order No. 2 to add 105 days to the contract time from Eriksen Construction for the water treatment plant expansion. Hayden seconded. YES: J. Lewis, and Hayden. NO: No one. Motion carried.

Council member Hayden moved for passage of Resolution No. 2025-54 approving contractor's application for payment no. 11 in the amount of \$396,900.00 from Eriksen Construction for the water treatment plant expansion. J. Lewis seconded. YES: J. Lewis, and Hayden. NO: No one. Motion carried. A true, correct, and complete copy of said Resolution is on file at City Hall.

Council member Hayden moved for passage of Resolution No. 2025-55 authorizing Core Bank to disburse to United Utilities and Excavation the amount of \$76,017.65 for payment of contractor's application for payment no. 7 for Valley Landing sanitary sewer, water main, and storm sewer improvements and to the City of Valley in the amount of \$7,445.56 for engineer fees. J. Lewis seconded. YES: J. Lewis, and Hayden. NO: no one. Motion carried. A true, correct, and complete copy of said Resolution is on file at City Hall.

Council member J. Lewis moved for passage of Resolution No. 2025-56 authorizing Core Bank to disburse to Luxa Construction the amount of \$184,857.35 for payment of contractor's application for payment no. 7 for Valley Landing street paving improvements and to the City of Valley in the amount of \$10,134.70 for engineer fees. Hayden seconded. YES: J. Lewis, and Hayden. NO: no one. Motion carried. A true, correct, and complete copy of said Resolution is on file at City Hall.

City Engineer Perry addressed Council with an update on the water main replacement; Valley Lakes Business Park sanitary sewer and water main installation; and FY26 street projects.

21. **City Attorney** City Attorney Munderloh addressed Council with his progress reviewing the Municipal Code and Zoning Regulations. He also discussed his meeting with Mr. Farnham who provided him with more information about the issues concerning Valley.

22. **Mayor/Council Report** Mayor L. Lewis advocated adding a fifth council member and how the addition of a fifth council member would eliminate the need for the mayor to break ties. She also provided a reminder of the filing deadline for the upcoming council seats up for election. Council member J. Lewis discussed membership needs for the Tree and Cemetery boards.

23. **Upcoming items** City offices will close at noon on Dec. 24, all day Dec. 25 and Dec. 26, 2025; Planning Commission December 16 is cancelled; Christmas Tree Recycling is Dec. 25, 2025 through Jan. 16, 2026 drop off at the southwest corner of the Dog Park parking lot.

24. **Adjourn** Council Member Hayden moved to adjourn. J. Lewis seconded. YES: J. Lewis, and Hayden. NO: No one, motion carried. Meeting adjourned at 7:49 p.m.


Linda Lewis, Mayor


Christie Donnermeyer, City Clerk

| Treasurer's Report December 2025 | | | | | | | |
|---|-----|-------------------------------|-------------------------|-------------------------|-------------------------------|---------------------------|-----------------------|
| | | Cash Balance 11/30/2025 | Net Income or (Loss) | Inter-fund Transfers | Balance 12/31/2025 | Investments 12/31/2025 | Outstanding Checks |
| | | | | | | \$14,576.12 | \$ (11,162.16) |
| General - Fund 1 | | \$1,420,583.94 | \$ (1,094,673.22) | \$509,301.65 | \$835,212.37 | | |
| General MM | | \$581,533.32 | \$265.88 | | \$581,799.20 | | |
| Pines Assessments | | \$305,113.68 | \$722.66 | | \$305,836.34 | | |
| Bond - Fund 2 | 021 | \$580,271.92 | (\$237,981.57) | | \$342,290.35 | | |
| C D A | 001 | \$1,000.00 | | | \$1,000.00 | | |
| | | \$2,888,502.86 | (\$1,331,666.25) | \$509,301.65 | \$2,066,138.26 | | |
| City of Valley Pooled Cash Proprietary Funds | | | | | | | |
| | | Cash Balance 11/30/2025 | Net Income or (Loss) | Inter-fund Transfers | Cash Balance 12/31/2025 | Investments 12/31/2025 | |
| Funds | | | | | | \$10,083.99 | |
| Water/Waste - Fund | 024 | \$569,203.15 | (\$48,514.47) | (\$283,754.15) | \$236,934.53 | | |
| Cap. Facility Chg. | 024 | \$2,386,087.43 | \$5,666.92 | \$15,260.00 | \$2,407,014.35 | | |
| | | \$2,955,290.58 | (\$42,847.55) | (\$268,494.15) | \$2,643,948.88 | | |
| | | | | | | | |
| | | Cash Balance 11/30/2025 | Net Income or (Loss) | Inter-fund Transfers | Cash Balance 12/31/2025 | | |
| Fund 4 | | | | | | | |
| Nursing Home | 050 | \$1,192,829.80 | \$27,550.82 | (\$12,442.50) | \$1,207,938.12 | | |
| Fund 8 | | | | | | | |
| Keno | 056 | \$354,181.65 | \$8,708.30 | | \$362,889.95 | | |
| Fund 10 | | | | | | | |
| Sales Tax | 058 | \$7,218,957.48 | \$16,935.38 | (\$228,365.00) | \$7,007,527.86 | | |
| ARPA | | \$137,207.68 | \$293.96 | | \$137,501.64 | | |
| | | \$8,903,176.61 | \$53,488.46 | (\$240,807.50) | \$8,715,857.57 | | |
| Total All Funds | | \$14,746,970.05 | (\$1,321,025.34) | \$0.00 | \$13,425,944.71 | \$24,660.11 | |

City of Valley
Accounts Payable Status with Accounting Distribution by Vendor

| | <u>Amount</u> |
|--|---------------|
| [118811] Ace Outdoor Parts | |
| 12/29/2025 1/14/2026 AIR FILTER, FUEL FILTER, ELEMENTS, SPARK PLUGS | 128.12 |
| Total for[118811] Ace Outdoor Parts | 128.12 |
| [1932] AFLAC | |
| 12/12/2025 1/14/2026 JANUARY 2026 BILLING PERIOD | 251.22 |
| Total for[1932] AFLAC | 251.22 |
| [11550] AKRS EQUIPMENT | |
| 11/25/2025 1/14/2026 SERVICE ATLAS COPCO XAU50 - PORTABLE AIR COMPRESSOR PARTS & LABOR | 476.92 |
| Total for[11550] AKRS EQUIPMENT | 476.92 |
| [035184] AMAZON BUSINESS | |
| 1/07/2026 1/14/2026 BOOK - THE REST OF OUR LIVES: A NOVEL | 15.40 |
| 12/06/2025 1/14/2026 BOOK X1 | 30.74 |
| 12/21/2025 1/14/2026 BOOKS X4 | 54.20 |
| 11/24/2025 1/14/2026 INTERSTATE BATTERIES 12V 7AH FIRE & SECURITY BATTERY | 65.98 |
| 12/21/2025 1/14/2026 BOOK X1 | 16.79 |
| 12/07/2025 1/14/2026 BOOKS X6 | 78.82 |

| | | | |
|---|-----------|---|-----------------|
| 12/08/2025 | 1/14/2026 | BOOKS X35 | 406.40 |
| 12/02/2025 | 1/14/2026 | NETGEAR 8 PORT | 52.37 |
| 1/05/2026 | 1/14/2026 | USB COMPUTER/LAPTOP SPEAKER WITH SOUND VABOGU ETHERNET CABLE HEAVY DUTY 30FT | 43.66 |
| 12/31/2025 | 1/14/2026 | HEAVY DUTY STEEL HANGING FOLDER FRAME | 13.39 |
| 12/14/2025 | 1/14/2026 | BOOKS X2 | 28.49 |
| 12/14/2025 | 1/14/2026 | BOOKS X6 | 88.89 |
| 12/23/2025 | 1/14/2026 | AMAZON BASIC AAA BATTERIES USB HEADSETS FOR PC KLEENEX | 129.85 |
| Total for[035184] AMAZON BUSINESS | | | 1,024.98 |
| [3239] BISHOP, MATTHEW | | | |
| 12/17/2025 | 1/14/2026 | BISHOP: BOOTS REIMBURSEMENT | 176.33 |
| Total for[3239] BISHOP, MATTHEW | | | 176.33 |
| [7966] BLACK HILLS ENERGY | | | |
| 12/26/2025 | 1/14/2026 | NATURAL GAS ALL DEPARTMENTS 11/20/2025 - 12/23/2025 | 3,402.42 |
| Total for[7966] BLACK HILLS ENERGY | | | 3,402.42 |
| [1203] CAPPEL AUTO SUPPLY | | | |
| 12/02/2025 | 1/14/2026 | Z HOSE END FITTING WEATHERSHIELD EN HOSE | 147.41 |

| | | | |
|------------|-----------|--|--------|
| 12/04/2025 | 1/14/2026 | LMP BLISTER PACK CAPSULES | 37.98 |
| 12/11/2025 | 1/14/2026 | FUEL FILTER OIL FILTER | 57.98 |
| 12/15/2025 | 1/14/2026 | NAPA PREMIUM AW68 HYDRAULIC OIL | 82.99 |
| 12/22/2025 | 1/14/2026 | SIX PC HOOK PIC SET 1 2 DR EXT 10 (CF1) 1 2 D 1 - 1 166P DP SK (CF1) MULTI USE REMOVAL TOOL SET (130) | 124.46 |
| 12/22/2025 | 1/14/2026 | 14PC 1 4DR 6PT MM CH (SOCKET SET) | 68.99 |
| 12/22/2025 | 1/14/2026 | 2025 FORD EXPLORER ENGINE OIL DRAIN PLUG (2) | 49.98 |
| 12/29/2025 | 1/14/2026 | KUBOTA ENGINE OIL FILTER | 14.49 |
| 12/29/2025 | 1/14/2026 | NFD OIL DRY FOR SHOP | 28.98 |
| 12/30/2025 | 1/14/2026 | AUTOLITE SMALL ENGINE COPPER SPARK PLUG AIR FILTER PRE FILTER AIR FILTER | 39.95 |

| | | | |
|---|--|--|---------------|
| Total for[1203] CAPPEL AUTO SUPPLY | | | 653.21 |
|---|--|--|---------------|

[631025] CINTAS CORP

| | | | |
|------------|-----------|---|--------|
| 12/11/2025 | 1/14/2026 | CINTAS - CITY OF VALLEY INVOICE: 4252767672 \$101.39 AIR SVC, SOAP, 3X5, 4X6, 4X6 LOGO 4254283983 \$53.59 3X5, 4X6 LOGO, 4X6 4255724429 \$192.26 AIR SVC, SOAP, 3X5, 4X6, 4X6 LOGO | 347.24 |
|------------|-----------|---|--------|

| | | | |
|---|-----------|--|-----------------|
| 12/11/2025 | 1/14/2026 | CINTAS - VALLEY PUBLIC LIBRARY | 99.39 |
| | | INVOICES: 4252767653 \$80.56 TP RFL, AIR SVC, SOAP, PAPER TWL, 3X10, 4X6 4251103615 \$18.83 3X10, 4X6 Mats | |
| Total for[631025] CINTAS CORP | | | 446.63 |
| [1000156] CREATIVE PLANNING | | | |
| 12/30/2025 | 1/14/2026 | WORK WITH TREASURER FY25 PER AGREEMENT DECEMBER | 3,560.20 |
| Total for[1000156] CREATIVE PLANNING | | | 3,560.20 |
| [8458] DATASHIELD CORPORATION | | | |
| 12/11/2025 | 1/14/2026 | ROUTINE ONSITE DESTRUCTION | 49.64 |
| 12/11/2025 | 1/14/2026 | ROUTINE ONSITE DESTRUCTION | 50.00 |
| 1/08/2026 | 1/14/2026 | CERTIFIED DESTRUCTION SECURE CONSOLE THIS BILL IS A DUPLICATE OF A PREVIOUS INVOICE. DATASHIELD APPLIED THE FUNDS TO A DIFFERENT INVOICE. | 50.00 |
| Total for[8458] DATASHIELD CORPORATION | | | 149.64 |
| [15335] DOUGLAS COUNTY ENVIRONMENTAL SERVICES | | | |
| 1/02/2026 | 1/14/2026 | ELECTRICAL INSPECTION 16 - \$1120 ELECTRICAL PLAN REVIEW 8 - \$416 BUILDING INSPECTION 55 - \$3850 RESIDENTIAL PLAN REVIEW 1 - \$104 | 5,490.00 |
| Total for[15335] DOUGLAS COUNTY ENVIRONMENTAL SERVICES | | | 5,490.00 |
| [1000335] Dreams Construction LLC | | | |
| 12/19/2025 | 1/14/2026 | WATER DEPOSIT REFUND @ 28518 LAUREL CR | 150.00 |

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|---|---------------|
| Total for[1000335] Dreams Construction LLC | 150.00 |
|---|---------------|

[12100] EAGLE ENGINEERING GROUP LLC

| | | | |
|-----------|-----------|---|-----------|
| 1/08/2026 | 1/14/2026 | VALLEY NE ENG. SERVICES CHAMPION SHORES | 633.50 |
| 1/08/2026 | 1/14/2026 | VALLEY NE VALLEY LAKES BUSINESS PARK SANITARY SEWER | 2,387.29 |
| 1/08/2026 | 1/14/2026 | VALLEY NE VALLEY LANDING SANITARY SEWER, STORM SEWER, AND WATER MAIN IMPROVEMENTS | 3,654.56 |
| 1/08/2026 | 1/14/2026 | VALLEY NE GENERAL ENG. SERVICE VALLEY NE GENERAL WATER VALLEY NE GENERAL BUILDING/ZONING VALLEY NE CITY MAPS EXPENSES - MILEAGE | 2,399.75 |
| 1/08/2026 | 1/14/2026 | VALLEY NE FY25 WATER MAIN REPLACEMENT | 31,280.00 |
| 1/08/2026 | 1/14/2026 | VALLEY NE LIFT STATION PUMP REPLACEMENTS | 9,444.00 |
| 1/08/2026 | 1/14/2026 | VALLEY NE WATER TREATMENT PLANT EXPANSION | 13,498.29 |
| 1/08/2026 | 1/14/2026 | VALLEY NE WEST STREET PAVING IMPROVEMENTS 100% COMPLETE DESIGN ENG. PRELIM. | 7,044.00 |

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|---|------------------|
| Total for[12100] EAGLE ENGINEERING GROUP LLC | 70,341.39 |
|---|------------------|

[12220] ELECTION COMMISSION/DOUGLAS COUNTY TREASURER

| | | | |
|------------|-----------|------------------------|----------|
| 12/15/2025 | 1/14/2026 | ELECTION COST RECOVERY | 5,557.09 |
| | 11/4/25 | VALLEY RECALL ELECTION | |

| | | | |
|--|--|--|-----------------|
| Total for[12220] ELECTION COMMISSION/DOUGLAS COUNTY TREASURER | | | 5,557.09 |
|--|--|--|-----------------|

[1000372] ELITE VEHICLE OUTFITTERS

| | | | |
|------------|-----------|--------------------------------|----------|
| 12/20/2025 | 1/14/2026 | STRIPPING SILVER FORD EXPLORER | 1,000.00 |
| | | REMOVE ALL EMERGENCY EQUIPMENT | |

| | | | |
|--|--|--|-----------------|
| Total for[1000372] ELITE VEHICLE OUTFITTERS | | | 1,000.00 |
|--|--|--|-----------------|

[1000511] EMBROIDERY CONNECTION

| | | | |
|------------|-----------|----------------------------|--------|
| 12/30/2025 | 1/14/2026 | CLOTHING ALLOWANCE - RYNES | 205.50 |
| | | HAT/TSHIRT/HOODED FLEECE | |

| | | | |
|---|--|--|---------------|
| Total for[1000511] EMBROIDERY CONNECTION | | | 205.50 |
|---|--|--|---------------|

[207702] EVERETT'S AUTO REPAIR

| | | | |
|------------|-----------|---------------------------------------|--------|
| 11/14/2025 | 1/14/2026 | DURANGO | 300.00 |
| | | TOW FROM WATERLOO >VALLEY>GENE STEFFY | |
| | | OIL/COOLANT | |

| | | | |
|------------|-----------|---------------------|-------|
| 11/20/2025 | 1/14/2026 | TIRE REPAIR - MOWER | 40.00 |
|------------|-----------|---------------------|-------|

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|-----------|-----------|---|--------|
| 1/07/2026 | 1/14/2026 | 2016 FORD EXPLORER - TEST AND REPLACE BATTERY | 313.95 |
|-----------|-----------|---|--------|

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|--|--|--|---------------|
| Total for[207702] EVERETT'S AUTO REPAIR | | | 653.95 |
|--|--|--|---------------|

[186] FIRST NEBRASKA BANK (BRAINARD)

| | | | |
|------------|-----------|--------------------------------|----------|
| 12/19/2025 | 1/14/2026 | NURSING HOME BOND PAYMENT #138 | 5,962.50 |
| | | JANUARY 2026 | |
| | | INTEREST \$2395.04 | |
| | | PRINCIPAL \$3567.46 | |

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|--|--|--|-----------------|
| Total for[186] FIRST NEBRASKA BANK (BRAINARD) | | | 5,962.50 |
|--|--|--|-----------------|

[2020002] FIRST NEBRASKA BANK (CREDIT CARD)

| | | | |
|------------|-----------|--|--------|
| 12/19/2025 | 1/14/2026 | TRAVEL EXPENSES - POLICE CONF. IN COLUMBUS | 94.81 |
| 12/22/2025 | 1/14/2026 | NEBRASKA ASSOCIATION OF CHIEF'S OF POLICE, INC 2026 PCAN DUES | 120.00 |
| 12/29/2025 | 1/14/2026 | PESTICIDE SAFETY EDUCATION PROGRAM COURSE MHAMSA | 95.00 |
| 12/22/2025 | 1/14/2026 | IACP - MEMBERSHIP DUES | 220.00 |
| 12/19/2025 | 1/14/2026 | PARTS FOR WOOD CHIPPER KNIFE | 188.63 |
| 12/15/2025 | 1/14/2026 | CANVA | 119.99 |
| 12/22/2025 | 1/14/2026 | POLICE OFFICER'S ASSOCIATION OF NEBRASKA 2025 HANDBOOKS + SHIPPING | 77.00 |
| 12/05/2025 | 1/14/2026 | ICC EXAM - RESIDENTIAL PLUMBING INSPECTOR | 305.00 |
| 12/22/2025 | 1/14/2026 | CASES FOR TASER 10 / PLAIN BLACK/ TEK-LOK QTY. 2 | 121.96 |
| 12/04/2025 | 1/14/2026 | CLIP FOR EARPIECES REPLACEMENT EAR TIPS TATICAL EARPIECE BRAIDED CABLE | 140.43 |

| | | | |
|---|-----------|---|-----------------|
| 12/23/2025 | 1/14/2026 | HOLIDAY INN - TRAINING/CERTIFICATION TRAVEL EXPENSE | 459.68 |
| 11/25/2025 | 1/14/2026 | FIRST BOOK MARKETPLACE BOOK ORDER | 129.17 |
| 12/05/2025 | 1/14/2026 | RESIDENTIAL PLUMBING INSPECTOR EXAM | 850.00 |
| 12/30/2025 | 1/14/2026 | FY26 WINTER HD TKO HAND CLEANER + SHIPPING | 140.94 |
| 12/04/2025 | 1/14/2026 | TWILIO SENDGRID | 19.95 |
| 12/16/2025 | 1/14/2026 | 2019 INTERNATIONAL PLOW - CYLINDER 3-10,1.50,DA FREIGHT | 491.75 |
| 12/12/2025 | 1/14/2026 | DREW NELSON - BUSINESS CARDS | 27.80 |
| 12/12/2025 | 1/14/2026 | MIKE GORMAN - BUSINESS CARDS | 27.80 |
| Total for[2020002] FIRST NEBRASKA BANK (CREDIT CARD) | | | 3,629.91 |
| [203] FIRST STATE NEBRASKA BANK | | | |
| 12/19/2025 | 1/14/2026 | NURSING HOME BOND PAYMENT #138 JANUARY 2026 INTEREST \$2395.04 PRINCIPAL \$3567.46 | 5,962.50 |
| Total for[203] FIRST STATE NEBRASKA BANK | | | 5,962.50 |
| [619] FIVE NINES TECHNOLOGY GROUP INC | | | |
| 1/08/2026 | 1/14/2026 | FORTINET FORTICARE 24X7 SUPPORT | 507.16 |
| 12/26/2025 | 1/14/2026 | vCENTER UPGRADE PROJECT | 1,048.75 |
| 1/01/2026 | 1/14/2026 | ALL DEPARTMENTS JANUARY BILLING | 6,048.60 |

| | |
|---|-----------------|
| Total for[619] FIVE NINES TECHNOLOGY GROUP INC | 7,604.51 |
|---|-----------------|

[1000196] FP FINANCE PROGRAM

| | |
|--------------------------------------|--------|
| 1/05/2026 1/14/2026 STANDARD PAYMENT | 241.76 |
| 2025 NE DOUGLAS COUNTY PROP TAX | |

| | |
|--|---------------|
| Total for[1000196] FP FINANCE PROGRAM | 241.76 |
|--|---------------|

[635] FREMONT DEPARTMENT OF UTILITES

| | |
|--|-----------|
| 12/05/2025 1/14/2026 MONTHLY SEWER CHARGE | 46,334.78 |
| TEST - 11/07/2025 BOD 114/SOLIDS 108 | |
| 11/26/2025 - 60,033,844 | |
| 10/28/2025 - 48,902,320 | |
| CONSUMPTION 11,131,524 GALLONS; 14,881 CCF | |

| | |
|--|-----------|
| 1/05/2026 1/14/2026 MONTHLY SEWER CHARGE | 52,716.50 |
| TEST - 12/12/2025 BOD 154/SOLIDS 130 | |
| 12/29/2025 - 98,277,672 | |
| 11/26/2025 - 60,033,844 | |
| CONSUMPTION 38,243,828 GALLONS; 16,933 CCF | |

| | |
|--|------------------|
| Total for[635] FREMONT DEPARTMENT OF UTILITES | 99,051.28 |
|--|------------------|

[2010061] GENE STEFFY

| | |
|---|--------|
| 12/08/2025 1/14/2026 2023 DODGE DURANGO | 460.30 |
| 4 TIRE ROTATION | |
| SOOP BELT BUCKLE INSTALLATION | |
| FUILL DIAGNOSIS | |

| | |
|---------------------------------------|---------------|
| Total for[2010061] GENE STEFFY | 460.30 |
|---------------------------------------|---------------|

[1000502] GOOSMANN LAW FIRM

| | | | |
|--|-----------|---|------------------|
| 1/06/2026 | 1/14/2026 | LEGAL SERVICES RENDERED AND COSTS ADVANCED FOR 12/01/25 - 12/31/2025 GENERAL, POLICE, GLASS LAKE, CHAMPION SHORES | 7,840.00 |
| Total for[1000502] GOOSMANN LAW FIRM | | | 7,840.00 |
| [2058] GREAT PLAINS COMMUNICATIONS | | | |
| 1/01/2026 | 1/14/2026 | LIBRARY TELEPHONE/INTERNET JANUARY 2026 | 245.14 |
| 1/01/2026 | 1/14/2026 | GENERAL/POLICE/STREETS/WATER JANUARY 2026 | 778.17 |
| 1/01/2026 | 1/14/2026 | WATER TOWER INTERNET JANUARY 2026 | 74.64 |
| Total for[2058] GREAT PLAINS COMMUNICATIONS | | | 1,097.95 |
| [4308] GREAT PLAINS UNIFORMS | | | |
| 7/27/2025 | 1/14/2026 | DOHRMAN POINT BLANK ENTERPRISES NON BALLISTICS CARRIERS | 1,235.00 |
| Total for[4308] GREAT PLAINS UNIFORMS | | | 1,235.00 |
| [1000308] Hofeling Enterprises | | | |
| 12/23/2025 | 1/14/2026 | TREE TUB GRINGING EXCAVATOR MOBILIZATION FEE | 29,770.00 |
| Total for[1000308] Hofeling Enterprises | | | 29,770.00 |
| [9444] HOST COFFEE SERVICE | | | |
| 12/16/2025 | 1/14/2026 | COFFEE SUGAR CREAMER CREDIT APPLIED | 7.31 |
| 12/31/2025 | 1/14/2026 | WATER COOLER | 31.03 |

| | |
|--|--------------|
| Total for[9444] HOST COFFEE SERVICE | 38.34 |
|--|--------------|

[8331] INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS

| | |
|---|--------|
| 1/06/2026 1/14/2026 ANNUAL MEMBERSHIP FEES - 03/31/2026 | 195.00 |
|---|--------|

| | |
|--|---------------|
| Total for[8331] INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS | 195.00 |
|--|---------------|

[152] JOHN DEERE FINANCIAL

| | |
|---------------------------------------|--------|
| 11/18/2025 1/14/2026 JD1575 FILTER X2 | 110.92 |
|---------------------------------------|--------|

| | |
|---------------------------------------|-------|
| 12/04/2025 1/14/2026 GATOR OIL FILTER | 10.67 |
|---------------------------------------|-------|

| | |
|------------------------------|--------|
| 12/04/2025 1/14/2026 JD6110M | 578.06 |
|------------------------------|--------|

TRANSMISSION OIL

AIR CLEANER

OIL FILTER X2

FILTER ELE X3

| | |
|----------------------------------|--------|
| 12/09/2025 1/14/2026 JET MACHINE | 188.57 |
|----------------------------------|--------|

AIR FILTER

HYDRALIC FILTER

OIL FILTER

FILTER ELE

FUEL FILTER

| | |
|------------------------------|------|
| 12/09/2025 1/14/2026 JD6110M | 0.13 |
|------------------------------|------|

AIR CLEANER

AIR FILTER

| | |
|----------------------------------|-------|
| 12/10/2025 1/14/2026 JET MACHINE | 29.88 |
|----------------------------------|-------|

1 GALLON 10W30

| | |
|--|-------|
| 12/23/2025 1/14/2026 3/8" PICCO CHAIN SPROCKET | 25.00 |
|--|-------|

| | |
|----------------------------------|--------|
| 12/29/2025 1/14/2026 SPARK PLUGS | 460.50 |
|----------------------------------|--------|

CHAIN SPROCKET

AIR FILTERS

| | |
|--|-----------------|
| Total for[152] JOHN DEERE FINANCIAL | 1,403.73 |
|--|-----------------|

[6052100] LANDMARK PERFORMANCE

| | | | |
|------------|-----------|--------------------------------------|--------|
| 12/19/2025 | 1/14/2026 | WATER DEPOSIT REFUND @ 5306 N 290 CR | 150.00 |
| 12/22/2025 | 1/14/2026 | WATER DEPOSIT REFUND @ 6214 N 289 CR | 150.00 |

Total for[6052100] LANDMARK PERFORMANCE 300.00

[1000234] LANG DIESEL INC.

| | | | |
|------------|-----------|---------------------|-------|
| 12/29/2025 | 1/14/2026 | FILTER | 88.05 |
| | | ELEMENT FILTER | |
| | | ELEMENT FUEL FILTER | |
| | | O-RING | |

Total for[1000234] LANG DIESEL INC. 88.05

[1071004] LEHNERT, BETHANY

| | | | |
|-----------|-----------|---|----------|
| 1/09/2026 | 1/14/2026 | Pool Permit Deposit Refund - 414 S LAKEWOOD | 1,000.00 |
|-----------|-----------|---|----------|

Total for[1071004] LEHNERT, BETHANY 1,000.00

[7034500] LIM CONSTRUCTION DBA EVOLVED STRUCTURES

| | | | |
|-----------|-----------|---------------------------------|--------|
| 1/05/2026 | 1/14/2026 | 6410 N 289 Water Deposit REFUND | 150.00 |
|-----------|-----------|---------------------------------|--------|

Total for[7034500] LIM CONSTRUCTION DBA EVOLVED STRUCTURES 150.00

[842568] LOVE'S TRAVEL STOPS & COUNTRY STORE

| | | | |
|-----------|-----------|---|--------|
| 1/03/2026 | 1/14/2026 | LOVE'S ACCT.# 3548803. POLICE/PUBLIC WORKS | 474.18 |
| | | INVOICES: 6016104728, 6016171200, 6016240815, | |
| | | 6016287577 | |
| | | 12/01/2025 - 12/28/2025 | |

12/08/2025 1/14/2026 LOVE'S ACCT.# 3573399. POLICE 966.30
INVOICES: 6016102831, 6016170499, 6016238851,
6016285688
12/01/2025-12/28/2025

Total for[842568] LOVE'S TRAVEL STOPS & COUNTRY STORE 1,440.48

[1318] MENARDS - ELKHORN

1/07/2026 1/14/2026 FIORA PAPER TOWELS 32.82
RAYOVAC D 12PK BATTERIES
5/16" FLAT WASHER 82PC

Total for[1318] MENARDS - ELKHORN 32.82

[1313] MICHAEL MATZEN

1/06/2026 1/14/2026 CITY HALL/LIBRARY CLEANING 825.00
DECEMBER 2025

Total for[1313] MICHAEL MATZEN 825.00

[1331] MIDWEST ALARM FIRE & SECURITY SYSTEMS

1/02/2026 1/14/2026 CITY IF VALLEY PW -210 W CHUECH ST 135.00
ACCESS/SECURITY MONITORING
PERIOD 01/01/2026 - 03/31/2026

Total for[1331] MIDWEST ALARM FIRE & SECURITY SYSTEMS 135.00

[4218000] MIDWEST DWELLINGS LLC

1/02/2026 1/02/2026 WATER DEPOSIT REFUND 1251 VALLEY VIEW ST 150.00

Total for[4218000] MIDWEST DWELLINGS LLC 150.00

[3010112] MILLER, KADIESHA

12/31/2025 1/14/2026 WATER DEPOSIT REFUND @ 28595 POTTER ST 81.37

Total for[3010112] MILLER, KADIESHA 81.37

[0360] NEBRASKA MUNICIPAL CLERKS ASSOCIATION

11/01/2025 1/14/2026 MEMBERSHIP DUES 150.00
DONNERMEYER/BARNHART

Total for[0360] NEBRASKA MUNICIPAL CLERKS ASSOCIATION 150.00

[1031] NELSON, ANDREW J

12/23/2025 1/14/2026 MILEAGE REIMBURSEMENT IBC CODE SCHOOL 751.80

Total for[1031] NELSON, ANDREW J 751.80

[3065] OPPD

12/11/2025 1/14/2026 ALL DEPARTMENTS 17,275.74
11/07/2025 - 12/09/2025

Total for[3065] OPPD 17,275.74

[1617] PEOPLESERVICE INC

12/15/2025 1/14/2026 WATER/WASTEWATER MONTHLY SERVICE 36,112.00
JANUARY 2026

Total for[1617] PEOPLESERVICE INC 36,112.00

[1645] POWERTECH

12/15/2025 1/14/2026 GENERATOR TECH LABOR 383.46
BATTERY

12/15/2025 1/14/2026 GENERATOR TECH 259.06
HEATER TANK

Total for[1645] POWERTECH 642.52

[1000144] RETIREMENT PLAN CONSULTANTS LLC

| | | | |
|---|-----------|---|-----------------|
| 1/03/2026 | 1/14/2026 | WM FIDUCIARY INVESTMENT MANAGEMENT SERVICE | 569.98 |
| | | RECORD KEEPING/CUSTODIAL | |
| | | RPC PER PARTICIPANT CHARGE | |
| Total for[1000144] RETIREMENT PLAN CONSULTANTS LLC | | | 569.98 |
| [314] ROB'S OIL COMPANY INC | | | |
| 10/23/2025 | 1/14/2026 | 341G DIESEL DYED | 888.60 |
| 11/25/2025 | 1/14/2026 | 500G DIESEL DYED BLEND | 2,939.20 |
| | | 422G DIESEL CLEAR BLEND | |
| Total for[314] ROB'S OIL COMPANY INC | | | 3,827.80 |
| [1000471] SIGNAL 88, LLC | | | |
| 1/01/2026 | 1/14/2026 | DECEMBER DEDICATED SECURITY OFFICER | 3,000.00 |
| Total for[1000471] SIGNAL 88, LLC | | | 3,000.00 |
| [1988] SPARQ DATA SOLUTIONS | | | |
| 12/12/2025 | 1/14/2026 | SPARQ MEETING SUBSCRIPTION | 4,250.00 |
| | | 04/01/2026 - 03/31/2027 | |
| Total for[1988] SPARQ DATA SOLUTIONS | | | 4,250.00 |
| [1000195] Stanzel's Mow & Snow, LLC | | | |
| 12/26/2025 | 1/14/2026 | CONTRACT LABOR - 49 GINGER COVE RD | 450.00 |
| | | DIRT TO FILL THE HOLE FROM A SERVICE LINE WATER | |
| | | MAIN REPAIR. | |
| Total for[1000195] Stanzel's Mow & Snow, LLC | | | 450.00 |
| [2019902] THE DAILY RECORD | | | |
| 12/12/2025 | 1/14/2026 | NOTICE OF PLANNING COMMISSION | 18.67 |

| | | | |
|------------|-----------|---|--------|
| 12/22/2025 | 1/14/2026 | NOTICE OF MEETING MINUTES 12/09/2025 | 104.00 |
| 12/24/2025 | 1/14/2026 | FY26 WATER MAIN REPLACEMENT NOTICE | 188.59 |
| 12/24/2025 | 1/14/2026 | NOTICE OF LIFT STATION PUMP REPLACEMENT | 184.95 |
| 1/02/2026 | 1/14/2026 | NOTICE OF CITY COUNCIL MEETING | 20.67 |
| 1/09/2026 | 1/14/2026 | NOTICE OF MEETING - PLANNING COMMISSION - 1/20/26 (CITY OF VALLEY) | 38.00 |

| | | | |
|--|--|--|---------------|
| Total for[2019902] THE DAILY RECORD | | | 554.88 |
|--|--|--|---------------|

[7304] VALLEY ACE HARDWARE

| | | | |
|------------|-----------|--|-------|
| 12/05/2025 | 1/14/2026 | TRASH BAGS COMPOUND SWEEP | 28.98 |
| 12/08/2025 | 1/14/2026 | COIL CHAIN STL 1/4"X141' | 45.90 |
| 12/10/2025 | 1/14/2026 | CHAINSAW BAR 12IN | 39.00 |
| 12/11/2025 | 1/14/2026 | SPRYPAIN T GLOSSBLACK 12OZ | 17.18 |
| 12/23/2025 | 1/14/2026 | SYNTHETIC OIL 32OZ | 25.98 |
| 12/29/2025 | 1/14/2026 | BAR FLAT 1/8X3/4X36" HR WLD BLD STL FLT3/16X3"X3' MAILBOX REPAIR @ 28302 W MEIGS DAMANGED DURING SNOW REMOVAL | 43.58 |

| | | | |
|--|--|--|---------------|
| Total for[7304] VALLEY ACE HARDWARE | | | 200.62 |
|--|--|--|---------------|

[3010071] VILLWOK, STEPHANIE

| | | | |
|------------|-----------|--|--------|
| 12/31/2025 | 1/14/2026 | WATER DEPOSIT REFUND @ 207 W SUNSET ST | 150.00 |
|------------|-----------|--|--------|

| | | | |
|------------|-----------|--------------------------------------|--------|
| 12/31/2025 | 1/14/2026 | OVERPAYMENT REFUND @ 207 W SUNSET ST | 16.02 |
| 12/31/2025 | 1/14/2026 | OVERPAYMENT REFUND @ 207 W SUNSET ST | 10.24 |
| 12/31/2025 | 1/14/2026 | OVERPAYMENT REFUND @ 207 W SUNSET ST | 100.00 |
| 12/31/2025 | 1/14/2026 | OVERPAYMENT REFUND @ 207 W SUNSET ST | 16.02 |
| 12/31/2025 | 1/14/2026 | OVERPAYMENT REFUND @ 207 W SUNSET ST | 132.04 |
| 12/31/2025 | 1/14/2026 | OVERPAYMENT REFUND @ 207 W SUNSET ST | 22.29 |
| 12/31/2025 | 1/14/2026 | OVERPAYMENT REFUND @ 207 W SUNSET ST | 28.29 |
| 12/31/2025 | 1/14/2026 | OVERPAYMENT REFUND @ 207 W SUNSET ST | 19.29 |
| 12/31/2025 | 1/14/2026 | OVERPAYMENT REFUND @ 207 W SUNSET ST | 38.58 |
| 12/31/2025 | 1/14/2026 | OVERPAYMENT REFUND @ 207 W SUNSET ST | 100.00 |

| | | | |
|--|--|--|---------------|
| Total for[3010071] VILLWOK, STEPHANIE | | | 632.77 |
|--|--|--|---------------|

[2240] VRBA Construction

| | | | |
|-----------|-----------|--|-----------|
| 1/07/2026 | 1/14/2026 | EMERGENCY WATERMAIN REPAIR ON 11/14/25 AND 11/17/25 70 GINGER COVE | 5,714.00 |
| 1/07/2026 | 1/14/2026 | EMERGENCY WATERMAIN REPAIR ON 11/10/25 49 GINGER COVE RD | 11,583.75 |

| | | | |
|--|--|--|------------------|
| Total for[2240] VRBA Construction | | | 17,297.75 |
|--|--|--|------------------|

[679859] WASTE CONNECTIONS OF NEBRASKA INC

| | | | |
|-----------|-----------|--|--------|
| 1/01/2026 | 1/14/2026 | LIBRARY/CITY HALL/BALLFIELDS/PUBLIC WORKS DECEMBER 2025 | 323.48 |
|-----------|-----------|--|--------|

| | |
|--|---------------|
| Total for[679859] WASTE CONNECTIONS OF NEBRASKA INC | 323.48 |
|--|---------------|

[1000351] WEDDELL CONSTRUCTION

| | |
|---|----------|
| 12/22/2025 1/14/2026 7141 N 276 CT. - BUILDING DEPOSIT R-006-25 | 1,000.00 |
|---|----------|

| | |
|--|-----------------|
| Total for[1000351] WEDDELL CONSTRUCTION | 1,000.00 |
|--|-----------------|

[1143001] WIDHELM, JEFF

| | |
|--|----------|
| 1/03/2026 1/14/2026 CLEAN UP & HAUL AWAY EXCESS STUMPS & LOGS FROM TREE DUMP SITE | 4,000.00 |
|--|----------|

| | |
|---|-----------------|
| Total for[1143001] WIDHELM, JEFF | 4,000.00 |
|---|-----------------|

[2342] WINDOW PRO

| | |
|---|-------|
| 1/27/2025 1/14/2026 CITY HALL/LIBRARY 01/27/2025 | 20.00 |
|---|-------|

| | |
|---|-------|
| 2/24/2025 1/14/2026 CITY HALL/LIBRARY WINDOW CLEANING 02/24/2025 | 20.00 |
|---|-------|

| | |
|---|-------|
| 3/17/2025 1/14/2026 CITY HALL/LIBRARY WINDOW CLEANING 03/17/2025 | 20.00 |
|---|-------|

| | |
|---|-------|
| 4/14/2025 1/14/2026 CITY HALL/LIBRARY WINDOW CLEANING 04/14/2025 | 20.00 |
|---|-------|

| | |
|---|-------|
| 5/13/2025 1/14/2026 CITY HALL/LIBRARY WINDOW CLEANING 05/13/2025 | 20.00 |
|---|-------|

| | |
|---|-------|
| 6/09/2025 1/14/2026 CITY HALL/LIBRARY WINDOW CLEANING 06/09/2025 | 20.00 |
|---|-------|

| | |
|---|-------|
| 7/07/2025 1/14/2026 CITY HALL/LIBRARY WINDOW CLEANING 07/07/2025 | 20.00 |
|---|-------|

| | |
|---|-------|
| 8/04/2025 1/14/2026 CITY HALL/LIBRARY WINDOW CLEANING 08/04/2025 | 20.00 |
|---|-------|

| | |
|---|-------|
| 9/02/2025 1/14/2026 CITY HALL/LIBRARY WINDOW CLEANING 09/02/2025 | 20.00 |
|---|-------|

| | | | |
|-----------------------------------|------------|-----------------------------------|-------------------|
| 9/29/2025 | 1/14/2026 | CITY HALL/LIBRARY WINDOW CLEANING | 20.00 |
| | 09/29/2025 | | |
| 10/27/2025 | 1/14/2026 | CITY HALL/LIBRARY WINDOW CLEANING | 20.00 |
| | 10/27/2025 | | |
| Total for[2342] WINDOW PRO | | | 220.00 |
| Report Total | | | 353,622.44 |

EFT:

Morgan White - \$1301.54

Guardian - \$2181.34

BCBS - \$23100.67

Xpress - \$1074.04

Bamboo - \$361.59

Additional Bills:

YMCA - \$50.00

JD's Car Wash - \$147.05

Regal Awards - \$130.40

Amazon - \$11.99

Embroidery Connection - \$65.00

Embroidery Connection - \$205.00

Host Coffee - \$11.00

Host Coffee - \$5.50

Host Coffee - \$5.50

Verizon - \$647.58

Advanced Heating/Air - \$375.84

Drew Nelson - \$1300.45

Kindra Smith - \$109.58

Amazon - \$27.19

Assabet Interactive - \$850

Pay Group: Payroll Period

City of Valley

Gross Wages

Employee

Salary

\$5,175.00

Total:

\$5,175.00

Net Pay

Uncollected

Collected

Net Check

\$0.00

Direct Deposit

\$4,775.46

Deductions (included in gross wages)

Uncollected

Collected

Deduction Total:

\$0.00

\$0.00

Employee Taxes (included in gross wages)

Uncollected

Collected

Federal

\$0.00

\$0.00

Medicare

\$0.00

\$75.02

Social Security

\$0.00

\$320.85

State (NE)

\$0.00

\$3.67

Employee Tax Total:

\$0.00

\$399.54

Employer Taxes

Uncollected

Collected

Medicare

\$0.00

\$75.02

NE-UI

\$0.00

\$16.04

Social Security

\$0.00

\$320.85

Employer Tax Total:

\$0.00

\$411.91

Pay Code: 7796-26870-2739005

Pay Date: 12/04/2025

12/01/2025 through 12/01/2025

Pay Group: Payroll Period

City of Valley

Grand Totals

Uncollected

| | |
|------------------|--------|
| Checks To Print: | \$0.00 |
| Employee Taxes: | \$0.00 |
| Employer Taxes: | \$0.00 |
| Deductions: | \$0.00 |

Collected

| | |
|--------------------|------------|
| Direct Deposits: | \$4,775.46 |
| Employee Taxes: | \$399.54 |
| Employer Taxes: | \$411.91 |
| Deductions: | \$0.00 |
| Fees: | \$219.22 |
| Other Collections: | \$0.00 |

| | |
|-----------------------------------|-------------------|
| Bank Transfer to BambooHR: | \$5,806.13 |
|-----------------------------------|-------------------|

Pay Group: Payroll Period

City of Valley

Gross Wages

Employee

| | |
|--------------------------|--------------------|
| Hourly | \$41,216.63 |
| Salary | \$16,781.34 |
| Cell Phone Reimbursement | \$73.88 |
| Uniform | \$77.00 |
| Total: | \$58,148.85 |

| | | |
|----------------|--------------------|------------------|
| Net Pay | Uncollected | Collected |
| Net Check | \$0.00 | |
| Direct Deposit | | \$43,086.43 |

| | | |
|---|--------------------|------------------|
| Deductions (included in gross wages) | Uncollected | Collected |
| 2025 IRA 457(b) | \$2,262.65 | \$0.00 |
| 2025 IRA 457(b) - Roth | \$427.65 | \$0.00 |
| AFLAC - Short Term Disability 2025 | \$23.76 | \$0.00 |
| AFLAC - SPEVNT | \$15.84 | \$0.00 |
| AFLAC Accidental 2025 | \$45.80 | \$0.00 |
| AFLAC Cancer 2025 | \$30.54 | \$0.00 |
| Dental | \$28.56 | \$0.00 |
| Guardian - Basic Life & AD&D 2025-2026 | \$0.00 | \$0.00 |
| Guardian - Employee Critical Illness 2025-2026 | \$11.98 | \$0.00 |
| Guardian - LTD 2025-2026 | \$0.00 | \$0.00 |
| Guardian - Spouse Critical Illness 2025-2026 | \$7.64 | \$0.00 |
| Guardian - STD 2025-2026 | \$0.00 | \$0.00 |
| Guardian - Vol Child Life & AD & D 2025-2026 | \$1.00 | \$0.00 |
| Guardian - Vol Spouse Life & AD&D 2025-2026 | \$3.15 | \$0.00 |
| Guardian - Voluntary Accident 2025-2026 | \$42.24 | \$0.00 |
| Guardian Voluntary Employee Life & AD&D 2025-2026 | \$55.43 | \$0.00 |
| Medical | \$503.50 | \$0.00 |
| MWG - Gap Insurance 2026 | \$7.23 | \$0.00 |
| Vision | \$6.68 | \$0.00 |

Pay Code: 7796-26870-1888167

Pay Date: 12/12/2025

11/23/2025 through 12/06/2025

Pay Group: Payroll Period

City of Valley

| | | |
|---|--------------------|--------------------|
| YMCA Membership (In-Network) | \$0.00 | \$0.00 |
| Deduction Total: | \$3,731.85 | \$0.00 |
| Employee Taxes (included in gross wages) | Uncollected | Collected |
| Federal | \$0.00 | \$4,789.68 |
| Medicare | \$0.00 | \$831.74 |
| Social Security | \$0.00 | \$3,556.31 |
| State (NE) | \$0.00 | \$2,152.84 |
| Employee Tax Total: | \$0.00 | \$11,330.57 |
| Employer Taxes | Uncollected | Collected |
| Medicare | \$0.00 | \$831.74 |
| NE-UI | \$0.00 | \$9.50 |
| Social Security | \$0.00 | \$3,556.31 |
| Employer Tax Total: | \$0.00 | \$4,397.55 |

Grand Totals

Uncollected

| | |
|------------------|-------------------|
| Checks To Print: | \$0.00 |
| Employee Taxes: | \$0.00 |
| Employer Taxes: | \$0.00 |
| Deductions: | \$3,731.85 |

Collected

| | |
|--------------------|-------------|
| Direct Deposits: | \$43,086.43 |
| Employee Taxes: | \$11,330.57 |
| Employer Taxes: | \$4,397.55 |
| Deductions: | \$0.00 |
| Fees: | \$273.00 |
| Other Collections: | \$0.00 |

Bank Transfer to BambooHR: \$59,087.55

Pay Group: Payroll Period

City of Valley

Gross Wages

Employee

| | |
|--------------------------|--------------------|
| Hourly | \$37,888.06 |
| Salary | \$16,821.34 |
| Cell Phone Reimbursement | \$73.88 |
| Uniform | \$77.00 |
| Total: | \$54,860.28 |

| | | |
|----------------|--------------------|------------------|
| Net Pay | Uncollected | Collected |
| Net Check | \$0.00 | |
| Direct Deposit | | \$41,149.70 |

| | | |
|---|--------------------|------------------|
| Deductions (included in gross wages) | Uncollected | Collected |
| 2026 IRA 457(b) | \$1,803.74 | \$0.00 |
| 2026 IRA 457(b) - Roth | \$426.10 | \$0.00 |
| AFLAC - Short Term Disability 2026 | \$23.76 | \$0.00 |
| AFLAC - SPEVNT | \$15.84 | \$0.00 |
| AFLAC Accidental 2026 | \$45.80 | \$0.00 |
| AFLAC Cancer 2026 | \$30.54 | \$0.00 |
| Dental | \$28.56 | \$0.00 |
| Guardian - Basic Life & AD&D 2025-2026 | \$0.00 | \$0.00 |
| Guardian - Employee Critical Illness 2025-2026 | \$11.98 | \$0.00 |
| Guardian - LTD 2025-2026 | \$0.00 | \$0.00 |
| Guardian - Spouse Critical Illness 2025-2026 | \$7.64 | \$0.00 |
| Guardian - STD 2025-2026 | \$0.00 | \$0.00 |
| Guardian - Vol Child Life & AD & D 2025-2026 | \$1.00 | \$0.00 |
| Guardian - Vol Spouse Life & AD&D 2025-2026 | \$3.15 | \$0.00 |
| Guardian - Voluntary Accident 2025-2026 | \$42.24 | \$0.00 |
| Guardian Voluntary Employee Life & AD&D 2025-2026 | \$55.43 | \$0.00 |
| Medical | \$503.50 | \$0.00 |
| MWG - Gap Insurance 2026 | \$7.23 | \$0.00 |
| Vision | \$6.68 | \$0.00 |

Pay Code: 7796-26870-1888169

Pay Date: 12/26/2025

12/07/2025 through 12/20/2025

Pay Group: Payroll Period

City of Valley

| | | |
|---|--------------------|--------------------|
| YMCA Membership (In-Network) | \$0.00 | \$0.00 |
| Deduction Total: | \$3,271.39 | \$0.00 |
| Employee Taxes (included in gross wages) | Uncollected | Collected |
| Federal | \$0.00 | \$4,307.59 |
| Medicare | \$0.00 | \$784.02 |
| Social Security | \$0.00 | \$3,352.39 |
| State (NE) | \$0.00 | \$1,995.19 |
| Employee Tax Total: | \$0.00 | \$10,439.19 |
| Employer Taxes | Uncollected | Collected |
| Medicare | \$0.00 | \$784.02 |
| NE-UI | \$0.00 | \$0.38 |
| Social Security | \$0.00 | \$3,352.39 |
| Employer Tax Total: | \$0.00 | \$4,136.79 |

Grand Totals

| | | | |
|--------------------|------------|-----------------------------------|--------------------|
| Uncollected | | Collected | |
| Checks To Print: | \$0.00 | Direct Deposits: | \$41,149.70 |
| Employee Taxes: | \$0.00 | Employee Taxes: | \$10,439.19 |
| Employer Taxes: | \$0.00 | Employer Taxes: | \$4,136.79 |
| Deductions: | \$3,271.39 | Deductions: | \$0.00 |
| | | Fees: | \$0.00 |
| | | Other Collections: | \$0.00 |
| | | Bank Transfer to BambooHR: | \$55,725.68 |

City of Valley

| Employee | Hours | Deduction Amount | YTD Total | Employer Amount | Employer YTD Total |
|-------------------------------|----------------------------|------------------|-------------------|-----------------|--------------------|
| 2025 IRA 457(b) - Roth | | | | | |
| Cassell, Andrew | 74.95 | \$85.44 | \$2,016.94 | \$0.00 | \$0.00 |
| Sorensen, Lori | 67.55 | \$185.29 | \$4,256.34 | \$0.00 | \$0.00 |
| Stewart, Samantha | 80.00 | \$156.92 | \$3,619.10 | \$0.00 | \$0.00 |
| Grand Total | | | | | |
| Total Count: 3 | Grand Total: 222.50 | \$427.65 | \$9,892.38 | \$0.00 | \$0.00 |

* The YTD total does not include employees that did not have a deduction this payroll – please refer to the Payroll Register for a full employee YTD list.

City of Valley

| Employee | Hours | Deduction Amount | YTD Total | Employer Amount | Employer YTD Total |
|------------------------|------------------------------|-------------------|--------------------|-------------------|--------------------|
| 2025 IRA 457(b) | | | | | |
| Adams, Brandon | 85.58 | \$198.27 | \$4,273.26 | \$198.27 | \$4,273.26 |
| Barnhart, Jonathan | 80.02 | \$125.45 | \$1,488.74 | \$125.45 | \$1,488.74 |
| Cassell, Andrew | 74.95 | \$0.00 | \$0.00 | \$85.44 | \$2,016.94 |
| Clark, Caleb | 21.98 | \$614.93 | \$12,618.17 | \$39.95 | \$819.80 |
| Dohrmann, Kenneth | 80.00 | \$202.38 | \$4,947.86 | \$202.38 | \$4,947.86 |
| Donnermeyer, Christie | 80.00 | \$278.65 | \$6,680.03 | \$167.19 | \$4,007.94 |
| Musson, James | 98.47 | \$165.19 | \$3,430.43 | \$165.19 | \$3,430.43 |
| Rynes, John | 100.28 | \$150.86 | \$398.56 | \$150.86 | \$398.56 |
| Sheets, Tim | 80.00 | \$201.60 | \$4,534.63 | \$201.60 | \$4,534.63 |
| Sorensen, Lori | 67.55 | \$0.00 | \$0.00 | \$111.17 | \$2,553.77 |
| Spilinek, Bryan | 89.00 | \$198.03 | \$2,184.28 | \$198.03 | \$2,184.28 |
| Stewart, Samantha | 80.00 | \$0.00 | \$0.00 | \$156.92 | \$3,619.10 |
| Willmann, Geoffrey | 80.65 | \$127.29 | \$3,001.86 | \$127.29 | \$3,001.86 |
| Grand Total | | | | | |
| Total Count: 13 | Grand Total: 1,018.48 | \$2,262.65 | \$43,557.82 | \$1,929.74 | \$37,277.17 |

* The YTD total does not include employees that did not have a deduction this payroll – please refer to the Payroll Register for a full employee YTD list.

City of Valley

| Employee | Hours | Deduction Amount | YTD Total | Employer Amount | Employer YTD Total |
|------------------------|----------------------------|-------------------|--------------------|-------------------|--------------------|
| 2026 IRA 457(b) | | | | | |
| Adams, Brandon | 80.05 | \$174.98 | \$4,448.24 | \$174.98 | \$4,448.24 |
| Barnhart, Jonathan | 81.20 | \$128.59 | \$1,617.33 | \$128.59 | \$1,617.33 |
| Cassell, Andrew | 80.15 | \$0.00 | \$0.00 | \$91.57 | \$2,108.51 |
| Clark, Caleb | 9.52 | \$266.21 | \$12,884.38 | \$17.30 | \$837.10 |
| Dohrmann, Kenneth | 80.00 | \$188.26 | \$5,136.12 | \$188.26 | \$5,136.12 |
| Donnermeyer, Christie | 80.00 | \$278.65 | \$6,958.68 | \$167.19 | \$4,175.13 |
| Musson, James | 80.63 | \$131.64 | \$3,562.07 | \$131.64 | \$3,562.07 |
| Rynes, John | 82.68 | \$126.04 | \$524.60 | \$126.04 | \$524.60 |
| Sheets, Tim | 80.00 | \$201.60 | \$4,736.23 | \$201.60 | \$4,736.23 |
| Sorensen, Lori | 64.75 | \$0.00 | \$0.00 | \$106.57 | \$2,660.34 |
| Spilinek, Bryan | 85.00 | \$189.37 | \$2,373.65 | \$189.37 | \$2,373.65 |
| Stewart, Samantha | 80.00 | \$0.00 | \$0.00 | \$156.92 | \$3,776.02 |
| Willmann, Geoffrey | 80.45 | \$118.40 | \$3,120.26 | \$118.40 | \$3,120.26 |
| Grand Total | | | | | |
| Total Count: 13 | Grand Total: 964.43 | \$1,803.74 | \$45,361.56 | \$1,798.43 | \$39,075.60 |

* The YTD total does not include employees that did not have a deduction this payroll – please refer to the Payroll Register for a full employee YTD list.

City of Valley

| Employee | Hours | Deduction Amount | YTD Total | Employer Amount | Employer YTD Total |
|-------------------------------|----------------------------|------------------|--------------------|-----------------|--------------------|
| 2026 IRA 457(b) - Roth | | | | | |
| Cassell, Andrew | 80.15 | \$91.57 | \$2,108.51 | \$0.00 | \$0.00 |
| Sorensen, Lori | 64.75 | \$177.61 | \$4,433.95 | \$0.00 | \$0.00 |
| Stewart, Samantha | 80.00 | \$156.92 | \$3,776.02 | \$0.00 | \$0.00 |
| Grand Total | | | | | |
| Total Count: 3 | Grand Total: 224.90 | \$426.10 | \$10,318.48 | \$0.00 | \$0.00 |

* The YTD total does not include employees that did not have a deduction this payroll – please refer to the Payroll Register for a full employee YTD list.

Commission Summary

Date

12/18/2025



Paid to
City of Valley

For Period
12/1-12/15/2025

| Description | Amount |
|-------------|----------|
| | 3,215.17 |

Amount \$3,215.17

Commission Summary

Date

1/6/2026



Paid to
City of Valley

For Period
12/16-12/31/2025

| Description | Amount |
|-------------|----------|
| | 4,548.10 |

Amount \$4,548.10

Date: January 8, 2026

To: City of Valley

Report by: Jeremy Beam, Lead Operator

O & M Report: December 2025

Water Operation & Maintenance

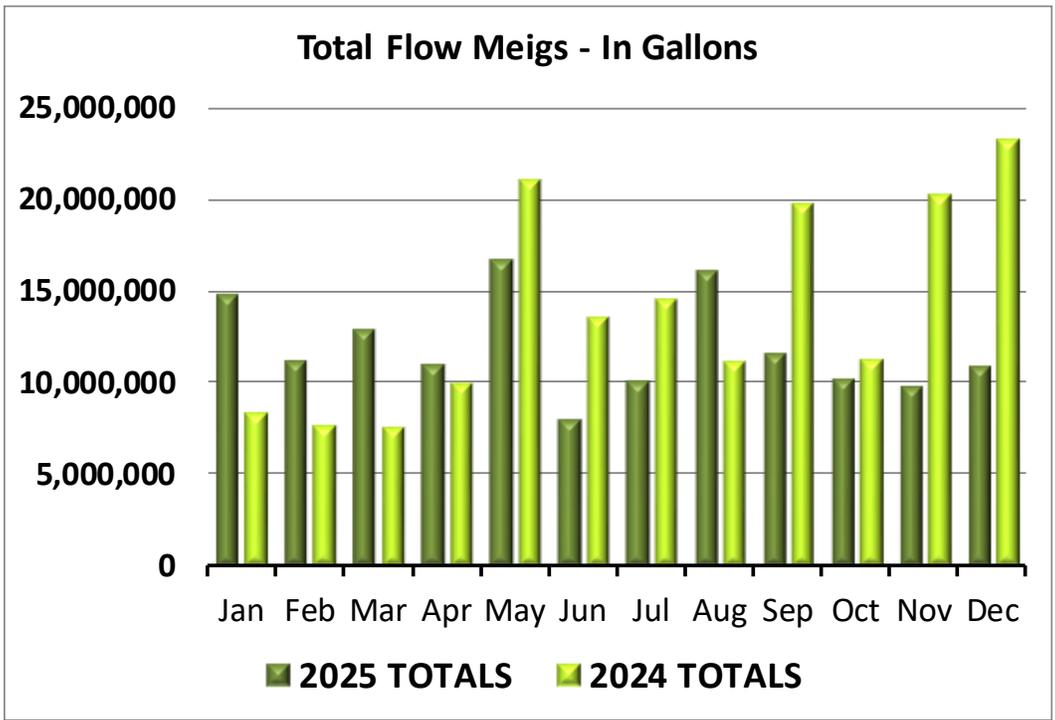
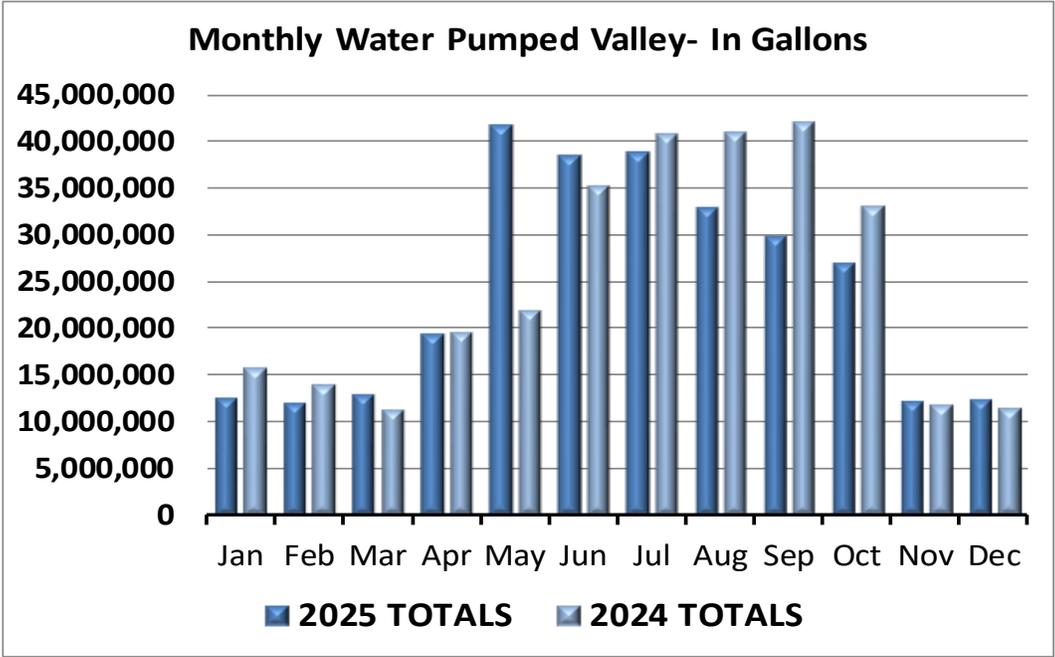
- 212 utility locates were completed during the month.
- Meters readings were conducted on the 29th, with 89% of meters successfully read.
- 2 discolored water calls were received and addressed.
- Water Leak – Ginger Cove #30: On the 24th, staff responded to a reported water leak at Ginger Cove #30. Initial excavation indicated water surfacing above the water main; however, the leak was not originating from the main. Investigation was complicated by extensive tree roots from a large tree planted in the yard. The curb stop could not initially be located and was later found to be completely overgrown and inaccessible beneath the tree. Due to the homeowner being out of state and the inability to access the curb stop, the water service was shut off at the main. On the 30th, a new curb stop was installed, and the old service line was disconnected. The homeowner is responsible for running a new service line from the house to the new curb stop. The issue was caused by a tree planted within two feet of the curb stop, which eventually grew over it. Vrba installed the new curb stop, and the homeowner hired them to complete the service line installation.
- Alley and Sewer Damage Investigation – North Platte & S. West Street (Near City Park): On Monday the 29th, the City requested an investigation into conditions in the alley between North Platte and S. West Street off Valley, near city park. The alley, which is a public right-of-way, had been closed for several months due to a builder excavating for sewer work without permits or utility locates. The builder was contacted and instructed to fill the holes but failed to do so. On Tuesday, staff investigated further and discovered significant damage, including two broken sections of the sewer main. The City was immediately notified of these findings. The builder was given until 1:00 pm Tuesday to correct the issue. A plumber was contacted by the builder but declined to work on the damaged system. Vrba was called in to complete the builder's sewer connections and repair the damaged sewer main. Over 20 feet of sewer main was replaced. On Saturday, the holes were filled and the alley was graded. On Monday the 5th, Trekk cleaned and camera inspected the sewer main after discovering an uninspected connection. Camera inspection revealed a 25% sag in a 6-foot section of pipe. The City Engineer was notified and confirmed the repair was necessary. Vrba is scheduled to return the week of the 12th to repair the sagged connection. All costs associated with this work are being billed to the builder.

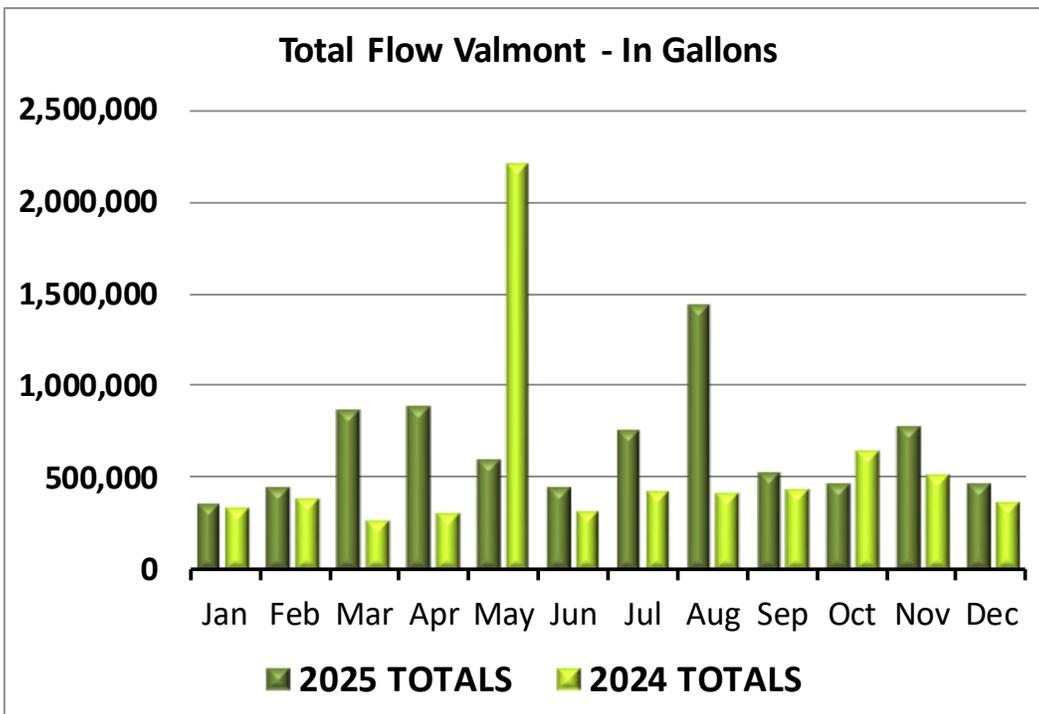
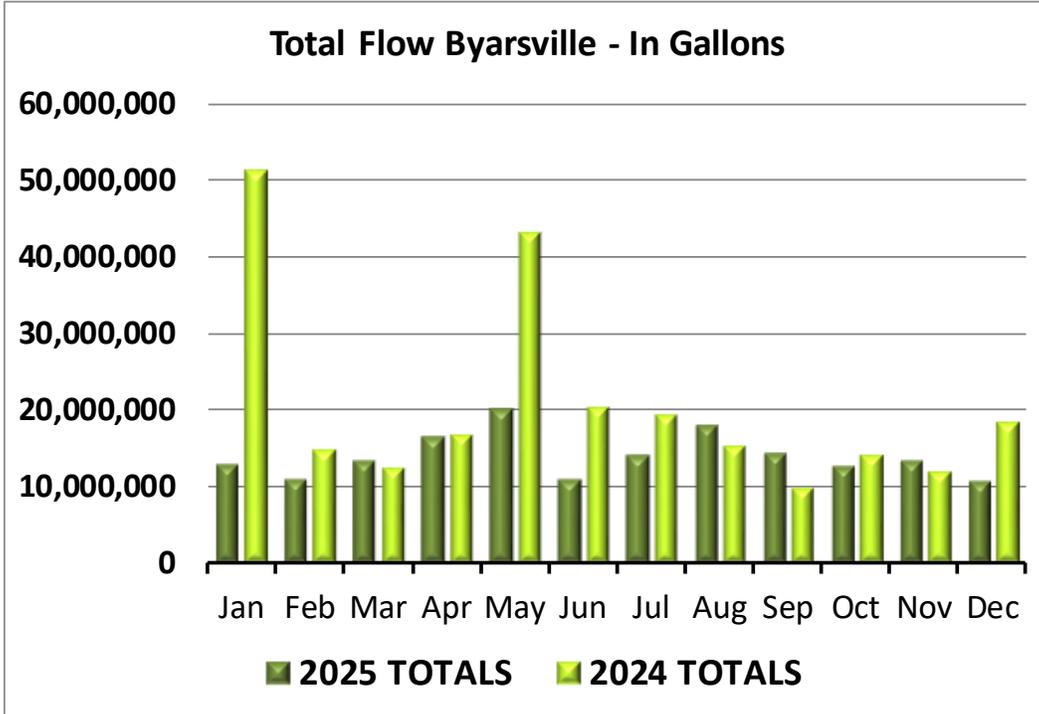
- Regulatory Action: A formal report was filed with the State Fire Marshal regarding the builder's excavation without utility locates and resulting utility damage. The State will investigate and determine enforcement actions. State law requires utility locates prior to any excavation activity.

Wastewater Operation & Maintenance

- Monthly work orders were performed for the month.
- Lift Station Updates –
 - Meigs and Byersville Lift Station: Awaiting upgrades, including new pumps and bypass stations. Improvements require engineering design and State approval, which is currently pending.
 - Dairy Queen Lift Station: A pump failure occurred; the engineer is evaluating whether larger pumps are required due to anticipated development near Love's gas station. Final decisions will be made following the engineering review.

| | | December-25 | November-25 | December-24 |
|------------------------------------|--------------|-------------|-------------|-------------|
| Water | Units | | | |
| Total Monthly Pumped Valley | gallons | 12,467,000 | 12,309,000 | 11,490,000 |
| Daily Average Pumped Valley | gallons | 387,000 | 390,000 | 377,366 |
| Average Fluoride Residual | mg/L | 0.00 | 0.00 | 0.00 |
| Fluoride used | lbs | 106.10 | 94.60 | 48.00 |
| Average Chlorine Residual | mg/L | 0.50 | 0.57 | 0.30 |
| Chlorine used | lbs | 1,694.00 | 1,477.00 | 1,397.00 |
| Potassium Permanganate | lbs | 545.00 | 406.00 | 338.70 |
| Wastewater | | | | |
| Effluent Flow | | | | |
| Total Flow Meigs Street | gallons | 10,915,000 | 9,819,000 | 23,302,000 |
| Avg Daily Flow Meigs Street | gallons | 352,000 | 327,000 | 751,000 |
| Total Flow Byersville | gallons | 10,639,000 | 13,207,000 | 18,401,000 |
| Avg Daily Flow Byersville | gallons | 343,000 | 440,000 | 593,000 |
| Total Flow Valmont | gallons | 468,000 | 777,000 | 428,780 |
| Avg Daily Flow Valmont | gallons | 15,000 | 26,000 | 13,831 |





| Contract True-Ups - Current Contract Year | | | | |
|---|--------------------|-------------------|-------------|-------------|
| Item | Budgeted Amount | Amount Spent | % of Budget | % of Time |
| Maintenance Budget | \$33,352.00 | \$4,412.00 | 13% | 17% |
| Total | \$33,352.00 | \$4,412.00 | 13% | 100% |

December Work Orders Completed:

| Completed | Equipment | Location | Task |
|-----------|-----------------------------------|---------------------|---------------------|
| 12/01/25 | AIR COMPRESSOR | 30029 WT Valley, NE | Inspection |
| 12/01/25 | HIGH SERVICE PUMP #1 | 30029 WT Valley, NE | Inspection |
| 12/01/25 | PORTABLE GAS MONITOR | 30029 WT Valley, NE | Calibrate Equipment |
| 12/01/25 | FIRE EXTINGUISHERS | 30029 WT Valley, NE | Inspection |
| 12/08/25 | BYERSVILLE LS EMERGENCY GENERATOR | 30029 WW Valley, NE | LS Monthly PM |
| 12/08/25 | COUNTRY AIRE LIFT STATION | 30029 WW Valley, NE | LS Monthly PM |
| 12/08/25 | DAIRY QUEEN LIFT STATION | 30029 WW Valley, NE | LS Monthly PM |
| 12/08/25 | MALLARD LANDING LIFT STATION 1 | 30029 WW Valley, NE | LS Monthly PM |
| 12/08/25 | MALLARD LANDING LIFT STATION 2 | 30029 WW Valley, NE | LS Monthly PM |
| 12/08/25 | MALLARD LANDING LIFT STATION 3 | 30029 WW Valley, NE | LS Monthly PM |
| 12/08/25 | MALLARD LANDING LIFT STATION 4 | 30029 WW Valley, NE | LS Monthly PM |
| 12/08/25 | MEIGS LS EMERGENCY GENERATOR | 30029 WW Valley, NE | LS Monthly PM |
| 12/08/25 | REGIONAL LS EMERGENCY GENERATOR | 30029 WW Valley, NE | LS Monthly PM |
| 12/08/25 | VALHAVEN LIFT STATION | 30029 WW Valley, NE | LS Monthly PM |
| 12/08/25 | BLUEWATER LIFT STATION 1 | 30029 WW Valley, NE | LS Monthly PM |
| 12/08/25 | BLUEWATER LIFT STATION 2 | 30029 WW Valley, NE | LS Monthly PM |
| 12/08/25 | BLUEWATER LIFT STATION 3 | 30029 WW Valley, NE | LS Monthly PM |
| 12/08/25 | BLUEWATER LIFT STATION 4 | 30029 WW Valley, NE | LS Monthly PM |
| 12/08/25 | BLUEWATER LIFT STATION 5 | 30029 WW Valley, NE | LS Monthly PM |

| | | | |
|----------|---------------------------------|------------------------|---------------|
| 12/08/25 | BLUEWATER LIFT STATION 6 | 30029 WW Valley, NE | LS Monthly PM |
| 12/08/25 | BLUEWATER LIFT STATION 7 | 30029 WW Valley, NE | LS Monthly PM |
| 12/08/25 | GINGER COVE LIFT STATION #1 | 30029 WW Valley, NE | LS Monthly PM |
| 12/08/25 | GINGER COVE LIFT STATION #2 | 30029 WW Valley, NE | LS Monthly PM |
| 12/08/25 | GINGER WOODS LIFT STATION #1 | 30029 WW Valley, NE | LS Monthly PM |
| 12/08/25 | GINGER WOODS LIFT STATION #2 | 30029 WW Valley, NE | LS Monthly PM |
| 12/08/25 | GINGER WOODS LIFT STATION #3 | 30029 WW Valley, NE | LS Monthly PM |
| 12/08/25 | LIFT STATION #1-VALLEY, NE SYST | 30029 WW Valley, NE | LS Monthly PM |
| 12/08/25 | VALLEY SHORES LIFT STATION 1 | 30029 WW Valley, NE | LS Monthly PM |
| 12/08/25 | VALLEY SHORES LIFT STATION 2 | 30029 WW Valley, NE | LS Monthly PM |
| 12/08/25 | VALLEY SHORES LIFT STATION 3 | 30029 WW Valley, NE | LS Monthly PM |

DAILY RECORDS**December 2025**

| | This month | Last month | Last year |
|--|-------------------|-------------------|------------------|
| LIBRARY VISITS: | | | |
| Adults | 533 | 384 | 457 |
| Children | 555 | 431 | 368 |
| Computers | | | |
| Adults | 53 | 55 | 58 |
| Children | 73 | 38 | 66 |
| Fax/Copies | 38 | 37 | 36 |
| REFERENCE TRANSACTIONS | | | |
| Locating Library Materials | 58 | 73 | 42 |
| Readers' Advisory | 26 | 28 | 18 |
| Account info and renewals | 45 | 19 | 21 |
| Technology Assistance | 93 | 62 | 79 |
| Local Info | 94 | 53 | 25 |
| General Info | 410 | 326 | 289 |
| Total | 726 | 561 | 474 |
| TOTAL NUMBER OF LIBRARY PROGRAMS: | | | |
| Adults | 7 | 5 | 4 |
| Teens | 5 | 6 | 3 |
| Children | 13 | 8 | 7 |
| Pre-K | 5 | 5 | 1 |
| Total | 30 | 24 | 15 |
| TOTAL PROGRAM ATTENDANCE: | | | |
| Adults | 134 | 21 | 89 |
| Teens | 22 | 34 | 15 |
| Children | 276 | 185 | 113 |
| Pre-K | 49 | 53 | 6 |
| Total | 481 | 293 | 223 |
| NEW PATRONS | | | |
| Valley | 2 | 2 | 7 |
| Douglas County | 4 | 1 | 2 |
| Non-Douglas County | 0 | 0 | 0 |
| Total | 6 | 3 | 9 |
| Volunteers/hours | 0/0 | 0/0 | 0/0 |
| MATERIALS CHECKED OUT: | | | |
| Adult | 845 | 859 | 560 |
| Children | 1056 | 1427 | 910 |
| Overdrive | 372 | 413 | 358 |

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT (hereinafter "Agreement") is entered into by DOUGLAS COUNTY, NEBRASKA, a political subdivision established under the laws of the State of Nebraska (hereinafter "County"), and the CITY OF VALLEY, NEBRASKA (hereinafter "Valley").

WHEREAS, Valley is a city of the second class which has a one-mile extraterritorial zoning jurisdiction; and

WHEREAS, County has land-use authority outside the Valley, Waterloo, Bennington, and Omaha extraterritorial zoning jurisdictions within County; and

WHEREAS, Valley has adopted by ordinance and is enforcing within its corporate limits and its extraterritorial zoning jurisdiction, building codes, electrical codes, plumbing codes and other codes and ordinances authorized by law which regulate the construction of buildings; and

WHEREAS, County has adopted by resolution and is enforcing within its zoning jurisdiction building codes, electrical codes, plumbing codes and other codes and resolutions authorized by law which regulate the construction of buildings; and

WHEREAS, Valley currently contracts with County for the services of a qualified electrical inspector; and

WHEREAS, it is to the mutual advantage of both Valley and County, and the citizens of each, that County be the sole provider for electrical permit applications, plan review and inspection services to Valley and that Valley and County cooperate and assist each other with the provision of building permit plan review and building permit inspection services; and

WHEREAS, services are therefore proposed to be provided in three forms: (1) for County to be the sole provider of all electrical permits, plan review, and electrical inspection services within Valley and its extraterritorial zoning jurisdiction to include the payment of all fees to County; and (2) for County, in the absence of Valley's building inspector, to provide building permit plan review and permit inspection services to Valley for up to sixty (60) days; and (3) for Valley, in the absence of County's building inspector, to provide building permit plan review and permit inspection services to County for up to sixty (60) days, to the extent of the Valley building inspector's certifications and abilities; and

WHEREAS, Valley and County are authorized by the Interlocal Cooperation Act, Nebraska Revised Statutes §§ 13-801 through 827, to so cooperate and to enter into such agreement for such cooperative action and thereby provide services in a manner which best accords the needs and development of County and Valley.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreement contained herein, Valley and County agree that:

1. County shall employ a full-time, certified electrical inspector who shall, in addition to other duties for County, review all electrical permits, provide electrical plan review, and provide electrical inspections for Valley.
2. All electrical permits shall be applied for through County's permitting software. Valley will not have electrical permits applied for through its own software or department.
3. As needed and when the Valley building inspector is on leave or unavailable for a period not to exceed sixty (60) days, County shall provide a qualified building inspector to provide plan review and inspection services to Valley. After sixty (60) days, Valley shall have an inspector in place, or contract with a third party, to provide plan review and inspection services to Valley.
4. As needed and when the County building inspector is on leave or unavailable, Valley shall provide a plan review and inspection services to County, not to exceed sixty (60) days, to the extent of the Valley building inspector's certifications and abilities.
5. County shall give Valley's building inspector access to County's permitting software for inspections.
6. County shall add Valley's building inspector as an inspection contact to receive updates on all electrical inspections performed in Valley.
7. The aforementioned services shall be provided per the specifications in Section I ("Purpose and Services").

I. PURPOSE AND SERVICES

1. The purpose of this Agreement is to identify the powers, duties and responsibilities of County in providing electrical inspections and electrical plan review for Valley and to identify the powers, duties and responsibilities of Valley and County in providing building plan review and permit inspection services to the other party as is needed during times of staff leave, training, and/or other circumstances.
2. County currently employs an electrical inspector and building inspector who are qualified and authorized pursuant to Neb. Rev. Stat. § 81-2125 to perform commercial and residential building, electrical, mechanical, and plumbing inspections and to review and approve commercial and residential building, electrical, mechanical and plumbing plans.
3. For so long as County employs said building inspector during the term of this Agreement, County may provide to Valley commercial and residential building, mechanical and plumbing inspections and commercial and residential building, mechanical and plumbing plan review services.
4. While performing such inspections and plan review services, the County building inspector shall at all times remain an employee of County, and not become an employee of Valley.
5. In order to achieve the objectives and purposes of this Agreement, Valley and County shall execute and deliver all documents, provide all information, and take or forbear from such action as may be necessary or appropriate to achieve the purpose of this Agreement, and Valley and County shall further perform the applicable provisions of this Agreement in good faith and with due diligence and in cooperation with the other Party.

II. PAYMENT FOR SERVICES

1. Electrical Services Fees.

In return for providing the electrical services set forth in this Agreement, County is hereby authorized to assess and collect fees from the person or entity applying for a permit or inspection based on the County's current rate schedule for permits and inspections. The County is to retain all fees collected under this provision.

2. Building Services Fees.

In return for providing the building inspection services set forth in this Agreement, County shall be entitled to be paid from Valley, and Valley shall be required to pay County, on a monthly basis, as follows:

- A. A fee of \$77.00 for each inspection performed by County. An "Inspection" shall encompass all types of inspections including, but not limited to, rough in, final, reinspection, etc.
- B. A fee of \$441.00 per commercial plan review (based on an 8-hour timeframe) performed by County. Additional plan review time will be invoiced at \$60.00 per hour for hours beyond the designated timeframe.
- C. A fee of \$114.00 per residential plan review (based on a 2-hour timeframe) performed by County. Additional plan review time will be invoiced at \$60.00 per hour for hours beyond the designated timeframe.

Payments shall be made within thirty (30) days of the last day of each month and can be via check or ACH. An invoice detailing the services provided shall be provided to Valley prior to any such payment.

III. DURATION, TERM, AND TERMINATION

1. This Interlocal Agreement shall become effective and binding upon Valley and County upon its execution by both of the parties hereto.
2. The duration of this Interlocal Agreement shall be for a period of two (2) years, and may be extended by written agreement of the Parties for up to one (1) additional one-year term, unless terminated by a Party as provided herein. Either party may terminate this Agreement for any reason upon sixty (60) days' written notice to the other party of its intention to terminate the Agreement. Any termination of this Agreement will not relieve either Party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination.
3. The County's Authorized Representative may terminate this Agreement by directing the County Attorney's Office to issue the notice of termination pursuant to the conditions listed in this provision.

4. No remedy herein conferred upon or reserved to County is intended to be exclusive and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter provided by law or equity.

5. If either Party defaults in the performance of this Agreement, the other Party will give to the defaulting Party a written and detailed notice of the default. The defaulting Party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other Party and begin implementing the cure plan immediately after plan approval. If the defaulting Party fails to provide or implement the cure plan, then the injured Party, in addition to any other rights available to it under law or in equity, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting Party.

IV. NO SEPARATE ENTITY OR ADMINISTRATION

1. This Agreement does not establish any separate legal or administrative entity.
2. The administering of this Agreement shall be by the Douglas County Environmental Services Director on behalf of County and the City Administrator of Valley on behalf of Valley.

FOR COUNTY

Douglas County Environmental Services
Attn: Environmental Services Director
15335 W. Maple Road
Omaha, NE 68116

FOR VALLEY

City of Valley
Attn: City Administrator
203 N. Spruce Street
Valley, NE 68064

V. ADDITIONAL PROVISIONS

1. Independent Contractors.

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that either Party or its personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Neither Party, nor its personnel, employees, agents, or contractors shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment, including without limitation claims of

discrimination against a Party its officers, employees, agents, or contractors shall in no way be the responsibility of the other Party.

2. Release and Indemnity

Each Party shall assume all risk of loss, indemnify the other against loss, and hold the other, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, causes of action, fines, settlements or judgments and all expenses incident thereto, including but not limited to legal fees, for injuries to persons and for loss of, damage to, or destruction of property, arising out of or in connection with this Agreement and proximately caused by the indemnifying Party's negligent acts or omissions or those of its officers, employees or agents, and assigns, for any losses caused by failure of the indemnifying Party to comply with terms and conditions of the Agreement, and for any losses caused by other parties which have entered into agreements with the indemnifying Party, provided that the Indemnified Party gives the Indemnifying Party prompt, written notice of any such claim, suit, demand or cause of action. The Indemnified Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. The provisions of this section shall survive expiration or termination of this Agreement. These Indemnification provisions are not intended to waive a Party's sovereign immunity. Each Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act, or other applicable provisions of law. Nothing in this agreement shall require either Party to indemnify or hold harmless the other Party from liability for the negligent or wrongful acts or omissions of said other Party or its principles, officers, or employees. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

3. New Employee Work Eligibility Status

All parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. §1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

4. Public Benefits

With regard to Neb. Rev. Stat. §§4-108 – 113, neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§4-108 – 113.

5. Drug Free Policy

Each Party assures the other that it has established and maintains a drug free workplace policy.

6. Insurance

Valley shall maintain comprehensive General Liability insurance, or self-insure, with limits of not less than One Million Dollars (\$1,000,000.00) for each person for any number of claims arising out of a single occurrence and Five Million Dollars (\$5,000,000.00) for all claims arising out of a

single occurrence and shall provide proof thereof. Valley agrees to provide and maintain throughout the term of this Agreement, and at its own expense, adequate statutory Nebraska workers' compensation insurance, and shall provide proof thereof. If Valley maintains higher limits than the minimum shown, the County requires and shall be entitled to the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Valley's policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, non-renewed or aggregate limits exhausted until at least thirty (30) days prior written notice has been given to Valley. Insurers shall be licensed to do business in the state of Nebraska and domiciled in the USA. Valley shall provide a certificate of insurance to Douglas County Purchasing before work or services are undertaken pursuant to this Agreement and upon demand of County thereafter. All insurance documents and insurance notifications shall be sent to:

Douglas County Purchasing Agent
902 Civic Center, 1819 Farnam St.
Omaha NE 68183.

The County reserves the right to require a higher limit of insurance or additional coverages when the County determines that a higher limit or additional coverage is required to protect the County or the interests of the public. County does not represent in any way that the insurance specified herein, whether in scope of coverage or limits, is adequate or sufficient to protect Valley or its interests. Valley is solely responsible to determine its need for and to procure additional coverage which may be needed in connection with this Agreement. The procuring of insurance as required by this Agreement shall not be construed to limit Valley's liability hereunder or to fulfill the indemnification provisions of this Agreement. Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the Sovereign Immunity of the County.

Failure of the County to object to the form or content of the certificate or endorsement or to demand such proof as is required herein shall not constitute a waiver of any insurance requirement set forth herein. Failure of the County to demand such certificates of insurance, endorsements or other evidence of Valley's full compliance with these insurance requirements, or failure of the County to identify any deficiency in compliance from the evidence provided, shall not be construed as a waiver of Valley's obligation to obtain and maintain such insurance at all tiers.

7. Nondiscrimination Clause

Valley agrees that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, it will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the age, race, color, religion, sex, disability, national origin, or military or veteran status of the employee or applicant or similarly protected status of the employee or applicant. In addition, and with respect to all subcontractors, Valley shall require compliance with Neb. Rev. Stat. § 48-1122. In the performance of this Agreement, Valley, and subcontractors, shall not discriminate or permit discrimination in violation of any applicable federal or state laws or local ordinances.

8. No Conflict of Interest

In the performance of this Agreement, Valley will avoid all conflicts of interests or appearances of conflict of interest. Valley will report any conflict of interest immediately to County. Valley assures County that no County employee will have a financial or personal interest in this Agreement. Valley did not and will not provide any money or other benefit of any kind to any County employee in the procuring of, facilitation of, execution of, or during the duration of this Agreement.

9. Amendment

This Agreement may be modified only by written amendment, duly executed by authorized officials of the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.

10. Assignment and Delegation

This Agreement is exclusive to the Parties and rights may not be assigned nor duties delegated by either Party except on prior written consent of the other. Any attempted assignment or delegation without such approval shall be void and shall constitute a material breach of contract. Any and all additional fess, charges, costs or expenses, which result from an approved assignment or delegation, shall be paid by the assigning/delegating Party. This Agreement shall be binding upon the Parties' successor and permitted assignees.

11. Choice of Law

The Parties to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without giving effect to any choice or conflict of law provision that would cause the application of laws of any jurisdiction other than those of the State of Nebraska. In addition, all claims relating to or arising out of this Agreement, or the breach thereof, whether based in contract, tort or otherwise, shall likewise be governed by the laws of the State of Nebraska without giving effect to any choice or conflict of law provision as previously provided here. Venue for any non-federal legal proceeding under this Agreement shall be in the State of Nebraska, District Court of Douglas County and for any federal legal proceeding in the United States District Court for the State of Nebraska located in Omaha, Nebraska.

12. Joint Work Product

This Agreement is the joint work product of both Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of either Party by reason of document preparation.

13. Entire Agreement

This Agreement contains the entire agreement of the Parties and supersedes all prior agreements relating to the subject matter hereof, which are no further force or effect. No representations were made or relied upon by either Party other than those that are expressly set forth herein. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.

14. Confidentiality

Documents submitted to the County, including but not limited to invoices, are subject to disclosure under the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et. seq. Accordingly, Valley shall redact or not submit to County information that is confidential. Valley understands that County does not have sufficient resources to review and redact confidential information submitted by Valley. If such confidential information is submitted, Valley shall have no right of action of any kind against County for the disclosure of such information.

15. Authority

Each of the persons signing below warrant and represent that they have the authority to enter into this Agreement and to bind the parties hereto.

16. Dispute Resolution

Any dispute which, in the judgment of a Party to this Agreement, may affect the performance of such Party, shall be reduced to writing and delivered to the other Party. As soon as possible thereafter, the Parties authorized representatives shall schedule a face to face meeting in Omaha, Nebraska, or via virtual conferencing if all parties agree to meet virtually, to resolve the dispute in a mutually satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein.

17. Successors and Assigns Bound by Covenants

All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the Parties hereto and extend to and bind the legal representatives, successors, and assigns of the respective Parties hereto.

18. Waiver

The failure of either Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by either Party which is it not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

19. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

20. Counterparts and Copies

This Agreement and any other document contemplated thereby may be executed in one or more counterparts and, in any number of means (See paragraph 21 “Signatures” hereinafter) and each of which when executed will be deemed to be an original and all of which taken together shall constitute one Agreement. Delivery of a copy of this Agreement or any other document contemplated thereby, bearing an original manual, electronic, or digital signature, by facsimile transmission (including a facsimile delivered via the internet), by electronic email in “portable document format” (“PDF”) or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic or digital signature software, as permitted by electronic and digital signature laws, will have the same effect as physical delivery of the paper document bearing an original manual signature.

21. Signatures

This Agreement and any other document contemplated thereby shall be valid, binding and enforceable when executed by (i) an original manual signature; (ii) a faxed, scanned or photocopied manual signature, (iii) any other digital signature permitted by digital signature laws, or (iv) any other electronic signature as permitted by law. As permitted by digital and electronic signature laws, signatures affixed by such means shall have the same validity, legal effect and admissibility in evidence as an original manual signature.

22. Authorized Representatives and Notice

Except for any notice required under applicable law to be given in another manner, any notice or communication required or permitted hereunder shall be given in further consideration of the mutual covenants herein contained, the Parties hereto expressly agree that for purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the Parties:

FOR COUNTY

Douglas County Environmental Services
Attn: Environmental Services Director
15335 W. Maple Road
Omaha, NE 68116

With a copy to:
Douglas County Attorney’s Office
Attn: Civil Division
1717 Harney Street, Suite 600
Omaha, Nebraska 68183

FOR VALLEY

Mayor’s Office
Attn: Mayor
203 N. Spruce Street
Valley, NE 68064

With a copy to:
City Administrator
203 N. Spruce Street
Valley, NE 68064

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested, by facsimile with a signed return facsimile acknowledging receipt or via electronic mail with an acknowledging receipt. A Party’s authorized representative or contact information may be changed at any time by providing written notice of the updated information to the other Party.

23. No Third Party Rights

This Agreement, whether express or implied, is executed for the benefit of the named parties only. This Agreement is not intended to, nor shall it provide third parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that this Agreement’s indemnification provision shall also inure to the benefit of a Party's employees, officers and agents.

24. Captions and References

Captions used in this Agreement are for convenience and are not used in the construction of this Agreement. Unless otherwise indicated, all references to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement; and the words “herein,” “hereinbefore,” “hereinafter,” “hereof,” “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

25. Legal Compliance

Valley shall unconditionally comply with all Nebraska and local laws, city ordinances, resolutions, federal laws, rules, regulations and policies as they exist or as amended which are or may be applicable to the Agreement, including those not specifically mentioned in this Agreement.

Valley shall ensure that it will comply with any and all state, local and federal technology accessibility rules and standards, including but not limited to, Web Content Accessibility Guidelines Version 2.1, Level AA or higher (WCAG 2.1) and 28 CFR Part 35 Subpart H.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year affixed hereon.

Executed by Douglas County this ___ day of _____, 2026.

THE COUNTY OF DOUGLAS,
NEBRASKA

Douglas County Board of Commissioners,
Chair/Vice Chair

APPROVED AS TO FORM:

Deputy County Attorney

Executed by the City of Valley this ___ day of _____, 2026.

THE CITY OF VALLEY,
NEBRASKA

Mayor

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

II
M

**AGENDA ITEM
REQUEST/JUSTIFICATION FORM**
(To be completed by requesting Department)
Forward all requests to Sharon Bourke, LC2 Civic Center
**DEADLINE SUBMITTAL IS 3:00 P.M. WEDNESDAY
BEFORE THE TUESDAY MEETING**

Agenda item: Consent Agenda
(i.e. Consent/Recognition-Proclamation/Presentation/Public Hearing/Committee, etc.)
Date to be on agenda: April 18, 2023

Exact wording to be used for the agenda: _____
Approval of Interlocal Agreement with the City of Valley for Building Permits and
Inspections Services.

Action requested: _____
Approval of the Interlocal Agreement

Amount requested: N/A Object Code: _____

Is item in current year's budget? Yes x No _____

Does this item commit funds in future years? Yes x No _____

If yes, explain: See explanation below.

If an agreement or contract*, has the County Attorney reviewed and approved? Yes x No _____

*Provide County Clerk with contact info for outside organization

Previous action taken on this item, if any: _____
N/A

Recommendations and rationale or action: _____
The County currently has an interlocal agreement with the City of Valley that is
exclusive to County-provided electrical inspection services. This proposed
Interlocal Agreement provides for plan review and inspection services for all
types of building permits, with provisions for the delivery of said services by both
Douglas County and the City of Valley.

Will anyone speak on behalf of this item, if so who? _____
Kent E. Holm, Environmental Services Director, will be present to address any
questions.

If this is a rush agenda item, please explain why: _____

Submitted by (Name & Dept.): Kent E. Holm, Env. Services Ext. 3959

Date submitted: April 12, 2023

List Attachments: Resolution; Interlocal Agreement
(Attach resolution and all pertinent documentation; i.e. contract, agreement, memorandums, etc.)

Certified resolutions can be obtained at the County Clerk's website:
<http://www.douglascountyclerk.org/county-board-records/search-for-resolutions>

Completed by receiving office
Received in Administrative Office: Date 4/12/23 Time _____

BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, NEBRASKA

Resolved

WHEREAS, it is to the mutual advantage of both the City of Valley and Douglas County, and the citizens of each, that each cooperate with each other regarding the provision of building permit plan review and permit inspection services, and

WHEREAS, an Interlocal Agreement has been drafted that defines the plan review and inspection services to be provided by each entity, a copy of which is attached hereto and incorporated by reference, and

WHEREAS, the City of Valley has approved and signed the interlocal agreement, and

WHEREAS, the Environmental Services Department recommends the approval of the interlocal agreement.

NOW, THEREFORE BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY NEBRASKA, THAT, the interlocal agreement between the City of Valley and Douglas County, a copy of which is attached hereto and incorporated by reference, is hereby approved and that the Board Chair is authorized to sign the agreement.

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into by and between the CITY OF VALLEY, NEBRASKA, a political subdivision (hereinafter referred to as "Valley"), and DOUGLAS COUNTY, NEBRASKA (hereinafter referred to as "Douglas County").

WITNESSETH:

WHEREAS, Valley is a city of the second class which has a one-mile extraterritorial zoning jurisdiction; and

WHEREAS, Douglas County has land-use authority outside the Valley, Waterloo, Bennington, and Omaha extraterritorial zoning jurisdictions within Douglas County; and

WHEREAS, Valley has adopted by ordinance and is enforcing within its corporate limits and its extraterritorial zoning jurisdiction, building codes, electrical codes, plumbing codes and other codes and ordinances authorized by law which regulate the construction of buildings; and

WHEREAS, Douglas County has adopted by resolution and is enforcing within its zoning jurisdiction building codes, electrical codes, plumbing codes and other codes and resolutions authorized by law which regulate the construction of buildings; and

WHEREAS, Valley currently contracts with Douglas County for the services of a qualified electrical inspector.

WHEREAS, it is to the mutual advantage of both Valley and Douglas County, and the citizens of each, that Douglas County provide electrical plan review and inspection services to Valley and that Valley and Douglas County cooperate and assist each other with the provision of building permit plan review and permit inspection services; and

WHEREAS, services are therefore proposed to be provided in three forms: (1) For Douglas County to provide certain electrical plan review and electrical inspection services within Valley and its extraterritorial zoning jurisdiction; and (2) for, Douglas County, in the absence of Valley's building inspector, to provide building permit plan review and permit inspection services to Valley; and (3) for, Valley, in the absence of Douglas County's building inspector, to provide building permit plan review and permit inspection services to Douglas County, to the extent of the Valley building inspector's certifications and abilities; and

WHEREAS, Valley and Douglas County are authorized by the Interlocal Cooperation Act, Nebraska Revised Statutes 13-801 through 827 (Reissue 1997 and Cumulative Supplement 2002), to so cooperate and to enter into agreement for such cooperative action and thereby provide services in a manner which best accords the needs and development of Douglas County and Valley; and

NOW, THEREFORE, in consideration of the foregoing and the mutual agreement contained herein, Valley and Douglas County agree that,

1. Douglas County shall provide a qualified electrical inspector to provide electrical plan review and electrical inspections for Valley.
2. As needed and when the Valley building inspector is on leave or unavailable, Douglas County shall provide a qualified building inspector to provide plan review and inspection services to Valley.
3. As needed and when the Douglas County building inspector is on leave or unavailable, Valley shall provide a plan review and inspection services to Douglas County, to the extent of the Valley building inspector's certifications and abilities.
4. The aforementioned services shall be provided per the specifications in Section I (Purpose).

I. PURPOSE AND SERVICES

- 1.1 The purpose of this Interlocal Agreement is to identify the powers, duties and responsibilities of Douglas County in providing electrical inspections and electrical plan review for Valley and to identify the powers, duties and responsibilities of Valley and Douglas County in providing provide building plan review and permit inspection services to the other party as is needed during times of staff leave, training, and/or other circumstances.
- 1.2 Douglas County currently employs an electrical inspector who is qualified and authorized pursuant to Nebraska Revised Statute 81-2125 (Reissue 1999) to perform commercial and residential electrical inspections and to review and approve commercial and residential electrical plans. Douglas County employs a building inspector who is qualified and authorized to perform commercial and residential building inspections and to review and approve commercial and residential building plans. Valley employs a building inspector who is qualified and authorized to perform residential building inspections and to review and approve residential building plans.
- 1.3 Prior to the effective date of this Interlocal Agreement, both Valley and Douglas County shall have adopted identical electrical codes and any amendments thereto.
- 1.4 In connection with electrical inspections and electrical plan review, it is agreed by the parties that Valley shall:
 - 1.41 Utilize the services of a qualified electrical inspector provided by Douglas County.
 - 1.42 Notify electrical permit applicants that all electrical inspections are to be scheduled through Valley in the SmartGov application or through similar permitting software.
 - 1.43 Through the SmartGov application, be the sole application site for permits.
 - 1.44 Complete electrical permit applications and collect the required fees. A copy of the application then should be available through SmartGov or similar permitting software for the Douglas County Electrical Inspector to review for code compliance.

1.45 Be responsible for all inspections for permits issued prior to the effective date of this Interlocal Agreement.

1.46 Be responsible for communicating, through Smartgov with the Douglas County electrical inspector to establish inspection days and times.

1.47 Electronically transmit, through Smartgov, to Omaha Public Power District "passed" temporary and permanent service inspections.

1.5 In connection with electrical inspections and electrical plan review, it is agreed by the parties that Douglas County shall:

1.51 Utilizing the Smartgov application, or any similar permitting software, review electrical permit applications for code compliance.

1.52 Perform all electrical inspections, as requested in Smartgov or in any similar permitting software, to verify conformity with the electrical code in effect.

1.53 Provide copies of all inspection reports to Valley electronically via SmartGov or via any similar permitting software.

1.54 In the event no Douglas County electrical inspector is available, Douglas County shall be responsible for contracting with a qualified and certified third party contractor to provide such services.

1.6 In connection with building plan review and permit inspection review, it is agreed by the parties that Valley and Douglas County shall each, in the absence of a party's building inspector, provide building permit plan review and permit inspection services within the other's jurisdiction and it is further agreed as follows:

1.61 Valley and Douglas County shall each utilize the Smartgov application or similar permitting software to review building plan permit applications.

1.62 Valley and Douglas County shall each perform permit inspection services, as requested in Smartgov or similar permitting software, to verify conformity with each party's building codes, plumbing codes, and any and all other codes or regulations in effect; Valley shall provide such services to the extent of the Valley building inspector's certifications and abilities.

1.63 Valley and Douglas County shall each be responsible for communicating, through Smartgov, with the other party to establish inspection days and times.

1.64 Valley and Douglas County shall each provide, electronically via SmartGov or via any similar permitting software, copies of all building plan review documents and inspection reports to the other party.

1.7 For so long as Douglas County employs said inspectors and as specified in this Interlocal Agreement, Douglas County shall provide to Valley commercial and residential inspections and commercial and residential plan review services.

1.8 While performing such inspections and plan review services, such Douglas County inspector(s) shall at all times remain as an employee(s) of Douglas County, and not become an employee of Valley.

1.9 For so long as Valley employs said building inspector(s) and as specified in this Interlocal Agreement, Valley shall provide to Douglas County residential inspections and residential plan review services, excluding electrical inspections and electrical plan review.

1.10 While performing such inspections and plan review services, such Valley inspector(s) shall at all times remain as an employee(s) of Valley, and not become an employee of Douglas County.

1.11 In order to achieve the objectives and purposes of this Interlocal Agreement, Valley and Douglas County shall execute and deliver all documents, provide all information, and take or forbear from such action as may be necessary or appropriate to achieve the purpose of this Interlocal Agreement, and Valley and Douglas County shall further perform the applicable provisions of this Interlocal Agreement in good faith and with due diligence and in cooperation with the other party.

II. PAYMENT FOR SERVICES

2.1 In return for providing the services set forth in this Interlocal Agreement, Douglas County shall be entitled to be paid from Valley, and Valley shall be required to pay Douglas County, on a monthly basis, as follows:

Electrical plan reviews will be done for a fee of \$52 per permit.

A fee of \$ 416 per commercial plan review (based on an 8-hour time frame) performed by Douglas County or Valley personnel and a fee of \$104 per residential plan review performed by Douglas County or Valley personnel (based on a 2-hour time frame); additional plan review time will be invoiced at \$60/hour for hours beyond the designated time frame.

A fee of \$70 for each inspection performed by Douglas County or Valley personnel. An "Inspection" shall encompass all types of inspections including, but not limited to, temp pole, rough in, final, reinspections, etc.). To the extent possible, any required reinspections and/or follow-up inspections shall be completed by the same inspector as performed the initial inspection. If a 3rd party contractor (i.e. not a Douglas County employee, provides electrical inspection services for Valley, the fee to be paid will be the same as the fee invoiced by the 3rd party contractor.)

Payments shall be made within thirty (30) days of the last day of each month and can be via check or ACH. An invoice detailing the services provided shall be provided to the party receiving services prior to any such payment.

III. DURATION

3.1 This Interlocal Agreement shall become effective and binding upon Valley and Douglas County upon its execution by both of the parties hereto.

3.2 The duration of this Interlocal Agreement shall be for a period of three (3) years, but either party may terminate this Interlocal Agreement by providing the other party with advance written notice of termination a minimum of sixty (60) days prior to the date of termination.

IV. SEPARATE ENTITY AND ADMINISTRATION

4.1 This Interlocal Agreement does not establish any separate legal or administrative entity.

4.2 The administering of this Interlocal Agreement shall be by the City Administrator of Valley on behalf of Valley and Douglas County's Environmental Services Director on behalf of Douglas County.

For Valley:
Tyler Cooper, City Administrator
City of Valley
203 North Spruce Street
Valley, NE 68064
tcooper@valleyne.org
(402) 359-2251

For Douglas County:
Kent E. Holm, Environmental Services Director
15335 West Maple Road, Suite 201
Omaha, NE 68116
kent.holm@douglascounty-ne.gov
402-444-6181

V. INSURANCE AND INDEMNIFICATION

5.1 Both Valley and Douglas County shall at all times during the term of this Interlocal Agreement, maintain and keep in effect at its own expense, public liability, property damage, employer's liability and worker's compensation insurance at such amounts as are mutually agreed, insuring that each party and its officers, employees and agents and the other party and its officers, employees and agents against all liabilities for damages to persons or property arising from the negligence or omissions of the party and its officers, employees and agents in the performance of fulfilling the requirements of this Interlocal Agreement. All such insurance policies shall

specifically name the other party as an additional insured and the parties shall furnish each other with a certificate of each policy.

5.2 Each Party shall assume all risk of loss, indemnify the other against loss, and hold the other, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, causes of action, fines, settlements or judgments and all expenses incident thereto, including but not limited to legal fees, for injuries to persons and for loss of, damage to, or destruction of property, arising out of or in connection with this Agreement and proximately caused by the indemnifying Party's negligent acts or omissions or those of its officers, employees or agents, and assigns, for any losses caused by failure of the indemnifying Party to comply with terms and conditions of the Agreement, and for any losses caused by other parties which have entered into agreements with the indemnifying Party, provided that the Indemnified Party gives the Indemnifying Party prompt, written notice of any such claim, suit, demand or cause of action. The Indemnified Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. The provisions of this section shall survive expiration or termination of this Agreement. These Indemnification provisions are not intended to waive a Party's sovereign immunity. Each Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act, or other applicable provisions of law.

VI. AMENDMENTS

6.1 All amendments or other modifications, additions, deletions or other changes shall be in writing and signed by both parties, as per the identical process as its original adoption.

6.2 No amendments of this Interlocal Agreement shall be binding or effective until it is reduced to writing and signed by both parties.

VII. DRUG FREE POLICY

7.1 Each Party assures the other that it has established and maintains a drug free workplace policy.

VIII. CHOICE OF LAW

8.1 The Parties to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without giving effect to any choice or conflict of law provision that would cause the application of laws of any jurisdiction other than those of the State of Nebraska. In addition, all claims relating to or arising out of this Agreement, or the breach thereof, whether based in contract, tort or otherwise, shall likewise be governed by the laws of the State of Nebraska without giving effect to any choice or conflict of law provision as previously provided here. Venue for any non-federal legal proceeding under this Agreement shall be in the State of Nebraska, District Court of

Douglas County and for any federal legal proceeding in the United States District Court for the State of Nebraska located in Omaha Nebraska.

IX. NONDISCRIMINATION CLAUSE

9.1 Each Party agrees that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the age, race, color, religion, sex, disability, or national origin of the employee or applicant. In addition, and with respect to all subcontractors, Parties shall require compliance with Neb. Rev. Stat. § 48-1122. In the performance of this Agreement, Parties, and subcontractors, shall not discriminate or permit discrimination in violation of any applicable federal or state laws or local ordinances.

X. ASSIGNMENT

10.1 This Agreement is exclusive to the Parties and rights may not be assigned nor duties delegated by either Party except on prior written consent of the other. Any attempted assignment or delegation without such approval shall be void and shall constitute a material breach of contract. Any and all additional fees, charges, costs or expenses, which result from an approved assignment or delegation, shall be paid by the assigning/delegating Party. This Agreement shall be binding upon the Parties' successor and permitted assignees.

XI. CONFLICT OF INTEREST

In the performance of this Agreement, Parties will avoid all conflicts of interests or appearances of conflict of interest. Parties will report any conflict of interest immediately to each other. Parties assure each other that no employee will have a financial or personal interest in this Agreement. Parties did not and will not provide any money or other benefit of any kind to any employee in the procuring of, facilitation of, execution of, or during the duration of this Agreement.

Signature blocks included on next page.

CITY OF VALLEY, NEBRASKA:

Executed by the City of Valley, Nebraska, this 12 day of April, 2023.

BY: Cindy Grove
Cindy Grove, Mayor

Cheryl Eckerman
Cheryl Eckerman, City Clerk

DOUGLAS COUNTY, NEBRASKA:

Executed by Douglas County, this _____ day of _____, 2023.

DocuSigned by:
BY: Mary Ann Borgeson April 18, 2023
E0A64E8A9C9D43E...
Mary Ann Borgeson, Chair
Douglas County Board of Commissioners

ATTEST:
DocuSigned by:
Daniel H Esch April 18, 2023
0E19EF91EE4E4E0...
Dan Esch, Douglas County Clerk

Approved as to form and content:

DocuSigned by:
Sherrill M. Clark April 18, 2023
E4128910B7441...
Douglas County Deputy Attorney Date
Andrea M. Griffin 4/12/2023
City of Valley City Attorney Date

CERTIFICATION

I, CHRISTIE DONNERMEYER, the duly appointed and acting City Clerk for the City of Valley, Douglas County, Nebraska, hereby certify that Building Permits were issued between January 1 and December 31, 2025, in Bluewater Subdivision, Valley Nebraska as follows:

Lots 11, 17, 27, 37, 43, 172, 199, 201, 208, 234, 237, 244, 257, 259, and Lot 1, Replat 7 all in Bluewater Subdivision to the City of Valley, Douglas County, Nebraska.

Dated this _____ day of January 2026.

Christie Donnermeyer, *City Clerk*

(Seal)

Census Report

01/01/2025 - 12/31/2025

| Date Issued | Permit Address | Lot # | Permit Number | Permit Type | PROJECT VALUATION AMOUNT |
|-------------|-------------------------|--------------------|---------------|------------------------------|--------------------------|
| 03/11/2025 | 6410 N 289th Cir | 11 | R-003-25 | RESIDENTIAL NEW CONSTRUCTION | \$500,000.00 |
| 01/08/2025 | 6602 N 289th St | 17 | R-149-24 | RESIDENTIAL NEW CONSTRUCTION | \$736,350.00 |
| 04/21/2025 | 6716 N 289th St | 27 | R-013-25 | RESIDENTIAL NEW CONSTRUCTION | \$736,350.00 |
| 10/31/2025 | 29007 MARY ST | 37 | R-062-25 | RESIDENTIAL NEW CONSTRUCTION | \$1,242,000.00 |
| 11/04/2025 | 29109 MARY ST | 43 | R-059-25 | RESIDENTIAL NEW CONSTRUCTION | \$914,400.00 |
| 01/13/2025 | 6009 N. 294th Cir. | 172 | R-150-24 | RESIDENTIAL NEW CONSTRUCTION | \$775,500.00 |
| 04/08/2025 | 6111 N. 292nd Circle | 199 | R-016-25 | RESIDENTIAL NEW CONSTRUCTION | \$1,561,800.00 |
| 07/16/2025 | 6101 North 292nd Circle | 201 | R-008-25 | RESIDENTIAL NEW CONSTRUCTION | \$1,420,800.00 |
| 01/07/2025 | 29116 Laurel Cir. | 208 | R-156-24 | RESIDENTIAL NEW CONSTRUCTION | \$1,186,800.00 |
| 01/15/2025 | 5306 N 290th Cir. | 234 | R-143-24 | RESIDENTIAL NEW CONSTRUCTION | \$777,750.00 |
| 02/17/2025 | 5410 N. 290th Circle | 237 | R-002-25 | RESIDENTIAL NEW CONSTRUCTION | \$1,215,208.00 |
| 01/15/2025 | 5411 N 290th Cir. | 244 | R-157-24 | RESIDENTIAL NEW CONSTRUCTION | \$826,050.00 |
| 08/05/2025 | 6246 N 295th | 257 | R-045-25 | RESIDENTIAL NEW CONSTRUCTION | \$863,341.25 |
| 07/11/2025 | 6238 N 295th Street | 259 | R-039-25 | RESIDENTIAL NEW CONSTRUCTION | \$515,500.00 |
| 03/21/2025 | 29106 Laurel Cir. | Lot 1; Replat 7 | R-012-25 | RESIDENTIAL NEW CONSTRUCTION | \$1,637,100.00 |



IRS sets 2026 business standard mileage rate at 72.5 cents per mile, up 2.5 cents

IR-2025-128, Dec. 29, 2025

WASHINGTON — The Internal Revenue Service today announced that the optional standard mileage rate for business use of automobiles will increase by 2.5 cents in 2026, while the mileage rate for vehicles used for medical purposes will decrease by half a cent, reflecting updated cost data and annual inflation adjustments.

Optional standard mileage rates are used to calculate the deductible costs of operating vehicles for business, charitable, and medical purposes. Additionally, the optional standard mileage rate may be used to calculate the deductible costs of operating vehicles for moving purposes for certain active-duty members of the Armed Forces, and now, under the One, Big, Beautiful Bill, certain members of the intelligence community.

Beginning Jan. 1, 2026, the standard mileage rates for the use of a car, van, pickup or panel truck will be:

- 72.5 cents per mile [driven for business use](#), up 2.5 cents from 2025.
- 20.5 cents per mile driven for medical purposes, down a half cent from 2025.
- 20.5 cents per mile driven for moving purposes for certain active-duty members of the Armed Forces (and now certain members of the intelligence community), reduced by a half cent from last year.
- 14 cents per mile driven in service of charitable organizations, equal to the rate in 2025.

The rates apply to fully-electric and hybrid automobiles, as well as gasoline and diesel-powered vehicles.

While the mileage rate for charitable use is set by statute, the 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, meanwhile, is based on only the variable costs from the annual study.

Under the law, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses, except for certain educator expenses. However, deductions for expenses that are deductible in determining adjusted gross income remain allowable, such as for certain members of a reserve component of the Armed Forces, certain state and local government officials, certain performing artists, and eligible educators. Alternatively, eligible educators may claim an itemized deduction for certain unreimbursed employee travel

expenses. In addition, only taxpayers who are members of the military on active duty or certain members of the intelligence community may claim a deduction for moving expenses incurred while relocating under orders to a permanent change of station.

Use of the standard mileage rates is optional. Taxpayers may instead choose to calculate the actual costs of using their vehicle.

Taxpayers using the standard mileage rate for a vehicle they own and use for business must choose to use the rate in the first year the automobile is available for business use. Then, in later years, they can choose to use the standard mileage rate or actual expenses.

For a leased vehicle, taxpayers using the standard mileage rate must employ that method for the entire lease period, including renewals.

Notice-2026-10 [PDF](#) contains the optional 2026 standard mileage rates, as well as the maximum automobile cost used to calculate mileage reimbursement allowances under a fixed-and variable rate plan. The notice also provides the maximum fair market value of employer-provided automobiles first made available to employees for personal use in 2026 for which employers may calculate mileage allowances using a cents-per-mile valuation rule or the fleet-average-valuation rule.

 *News items may not be updated after their release. Please verify the date before relying on the language.*

RESOLUTION 2026-01

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

WHEREAS, the City of Valley, Douglas County, Nebraska, proposes to enter into a software services agreement with Edmunds GovTech for accounting and billing software; and

WHEREAS, the software services agreement from Edmunds GovTech has been submitted; and

WHEREAS, the Valley City Council met in regular session on January 13, 2026 and reviewed said agreement; and

NOW, THEREFORE, BE IT RESOLVED, the Valley City Council authorizes Mayor Linda Lewis to execute software services agreement presented by Edmunds GovTech for accounting and billing software, a copy of said agreement is attached hereto and made a part hereof by reference.

PASSED AND APPROVED THIS 13TH DAY OF JANUARY, 2026.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Linda Lewis, Mayor

ATTEST:

Christie Donnermeyer, City Clerk

| | | | |
|--------------------------------|--------------------------------|--------------------------|----------------------------------|
| Customer: | Valley City | Sales Order | |
| Customer Address: | PO Box 405 Valley, NE 68064 | Order #: | 00011622 |
| Customer County: | Douglas | Sales Order Date: | January 2, 2026 |
| Customer Admin Contact: | Kindra Smith | Effective Date: | Date of customer signature below |
| Customer Admin Phone: | 402-359-2251 | New/Add-On: | New Logo Core |
| Customer Admin Email: | ksmith@valleyne.org | Sales Rep: | Bryce Edmunds |

Investment Summary

| | |
|--|--------------------|
| Software Services - Subscription | \$22,450.00 |
| Hosting Services | \$3,500.00 |
| Professional Services - Implementation | \$14,750.00 |
| Conversion Services | \$8,000.00 |
| Year 1 Investment: | |
| | \$48,700.00 |

Summary Notes

One-time Implementation Fees: 50% will be due upon execution of the contract, 25% will be invoiced 60 days after the Effective Date and the remaining 25% will be invoiced upon the earlier of project acceptance or first production use.

One-time Data Conversion Fees: 50% will be due upon execution of the contract, 25% will be invoiced 60 days after the Effective Date and the remaining 25% will be invoiced upon the earlier of project acceptance or first production use.

Hosting Services Fees: 100% will be invoiced on the Effective Date for the first annual term. Thereafter, 100% of each subsequent annual fee will be invoiced annually, 60 days prior to each anniversary of the Effective Date.

Annual Subscription Fees: 100% will be invoiced upon execution of the contract for the first annual term. Thereafter, 100% of each subsequent annual fee will be invoiced annually, 60 days prior to the anniversary of the term date.

All invoices shall be paid within 30 days of the invoice date. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%) of prior year's fees.

| Software Services - Subscription | Amount |
|----------------------------------|------------|
| AR & Business Licensing - 3 Year | \$1,500.00 |
| Electronic Requisitions - 3 Year | \$2,500.00 |
| Finance Super Suite - 3 Year | \$4,000.00 |

| Software Services - Subscription | Amount |
|---|---------------|
| Finance ViewPoint Dashboard - 3 Year | \$2,500.00 |
| Online Bill Pay (WIPP) - AR - 3 Year | \$1,200.00 |
| Online Bill Pay (WIPP) - Misc. - 3 Year | \$1,500.00 |
| Online Bill Pay (WIPP) - Utility - 3 Year | \$1,250.00 |
| Positive Pay Connector - 3 Year | \$1,500.00 |
| Utility Billing & Collections - 3 Year | \$4,000.00 |
| Utility ViewPoint Dashboard - 3 Year | \$2,500.00 |
| Annual Fees: \$22,450.00 | |

| Hosting Services | Amount |
|--------------------------------|---------------|
| Hosting (Level I) | \$3,500.00 |
| Annual Fees: \$3,500.00 | |

| Professional Services - Implementation | Amount |
|---|---------------|
| Electronic Requisitions Implementation | \$2,000.00 |
| Finance ViewPoint Dashboard Implementation | \$1,000.00 |
| Online Bill Pay (WIPP) - Implementation | \$750.00 |
| Online Bill Pay (WIPP) - Implementation | \$1,500.00 |
| Online Bill Pay (WIPP) - Implementation | \$1,000.00 |
| Standard AR/Business Licensing Implementation | \$1,000.00 |
| Standard Finance Implementation | \$3,500.00 |
| Standard Utility Implementation | \$3,000.00 |
| Utility ViewPoint Dashboard Implementation | \$1,000.00 |
| One Time Fees: \$14,750.00 | |

| Conversion Services | Amount |
|---|------------|
| AR & Business Licensing – Standard Conversion | \$1,000.00 |
| <ul style="list-style-type: none"> - Customer records including names and mailing addresses - Active business license records including license types and associated fees (current and prior year) - All Open Balances in summary per Customer | |
| Finance - Detail Conversion | \$3,500.00 |
| <ul style="list-style-type: none"> - Chart of Accounts - Detailed Financial Information for current + 3 years <ul style="list-style-type: none"> Budget Activity General Ledger Transactions/Journal Entries Accounts Payable Check History Open and Paid Purchase Order/Voucher/Invoice/Check History - Vendor Master - Fixed Asset Master | |
| Utility Billing - Standard Conversion | \$3,500.00 |
| <ul style="list-style-type: none"> - Active customer account Information including Property, Owner, and mailing address information, emails, mail settings such as Tenant vs. Owner. - Meter configuration required to interface with reading software. - Current Billing Configuration (Services, cycles, rates, etc.) - Current + 3 years account activity including billings, payments, adjustments, deposits, and reading history. - System configuration necessary for proper bill calculations including rate codes set-up and assignment, service statuses, meters and last 2 readings. - Current Open Balance (Unpaid, Credit balance/receivables) Information for all accounts. - Backflow meter tracking and testing history | |
| One Time Fees: | |
| \$8,000.00 | |

| | |
|---|---|
| Software Services - Subscription Notes | <p>Initial term of the Software Services are a 36 month subscription, commencing 90 days after the Effective Date.</p> <p>Thereafter, the Software Services subscription shall renew automatically for 12-month renewal terms unless written notice is provided by Customer at least 90 days prior to the expiration of the initial or then-current renewal Term. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%) of prior year's fees.</p> |
|---|---|

| | |
|-------------------------------|--|
| Hosting Services Notes | <p>The initial Hosting Services Term shall be 36 months commencing on the Effective Date.</p> <p>The Hosting Services Terms shall renew automatically for 12-month renewal terms at then-current applicable Fees unless written notice is provided by Customer at least 90 days prior to the expiration of the initial or then-current renewal Term. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%) of prior year's fees.</p> |
|-------------------------------|--|

Professional Services - Notes

Includes all standard implementations listed under "Professional Services - Implementation".

Sales Order Notes

**Please return executed Sales Orders
via DocuSign or Email to:
Edmunds GovTech**
SalesOrders@EdmundsGovTech.com
P: 888.336.6999 | F: 609.645.3111
www.EdmundsGovTech.com
Sales Order #: 00011622

____ THE UNDERSIGNED IS AUTHORIZED TO EXECUTE THIS SALES ORDER ON BEHALF OF CUSTOMER AND ACKNOWLEDGES AND AGREES ON BEHALF OF CUSTOMER THAT (A) ALL SERVICES SET FORTH IN THIS SALES ORDER ARE SUBJECT TO AND GOVERNED BY THE EDMUNDS GOVTECH, INC. SERVICE TERMS AND CONDITIONS AVAILABLE AT THE FOLLOWING URL: <https://go.edmundsgovtech.com/terms> (THE SERVICE TERMS), WHICH ARE INCORPORATED INTO THIS SALES ORDER, AND (B) THIS SALES ORDER, INCLUDING THE SERVICE TERMS, IS THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN EDMUNDS GOVTECH (OR OUR AFFILIATE PROVIDING THE SERVICES DESCRIBED HEREIN) AND CUSTOMER CONCERNING THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY PRIOR OR CONTEMPORANEOUS TERMS AND CONDITIONS, INCLUDING ANY PURCHASE ORDER CUSTOMER MAY PROVIDE OR ANY PRIOR COURSE OF DEALING OR USAGE OF TRADE, AND SUCH ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS SHALL HAVE NO FORCE OR EFFECT.

EDMUNDS GOVTECH, INC.

Valley City

| | | | |
|--|-------------|-------------------------------|-------------|
| By: _____ | Date: _____ | By: _____ | Date: _____ |
| Bryce Edmunds Regional Sales Director | | Kindra Smith Utility Clerk | |

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF VALLEY, NEBRASKA, AMENDING EXISTING MUNICIPAL CODE SECTION 52.010 (PERTAINING TO WATER METERS) TO REQUIRE THE PAYMENT OF A REFUNDABLE DEPOSIT AS A CONDITION OF INSTALLATION OF ANY WATER METER AND TO PROVIDE FOR FORFEITURE OF THE DEPOSIT IN CERTAIN CIRCUMSTANCES; REPEALING MUNICIPAL CODE SECTIONS, ORDINANCES, AND RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE.

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

Section 1. Existing section 52.010 of the Municipal Code of the City of Valley is hereby repealed.

Section 2. Section 52.010 of the Municipal Code of the City of Valley shall now provide as follows:

§ 52.010 WATER METERS

(A) *Required.* The purpose of this section is to require water meters as a condition precedent to the use of water from the waterworks of the City, as authorized by Neb. Rev. Stat. § 17-542. Any new building or structure erected or constructed in the City shall contain a water meter with remote readouts and fittings to accommodate connections thereto of not less than five-eighths-inch.

(Prior Code, § 6-218)

(B) *Regulations.*

(1) Every new building or structure hereafter erected or constructed in the City shall contain the necessary fittings, piping and mechanical accommodations to permit the installation of a water meter with a remote readout.

(2) In terms of installation, methods of connection and use of materials in such installation, the water meter shall comply in all respects with the Uniform Plumbing Code, published by the International Associate of Plumbing and Mechanical Professionals (IAMPO).

(3) The City Council may fix further specifications for such water meters from time to time by resolution, and in the event that such specifications fixed from time to time by resolution are at variance with any uniform code condition adopted by the City, then and in that event the terms of the resolution shall prevail.

(Prior Code, § 6-219)

(C) *Purchase and Installation.*

(1) Anyone wishing to install or replace a water meter in the City must purchase the water meter from the City, which shall charge the current market price for the meter selected for installation, plus shipping and handling charges. The City may charge different prices for different size meters and for meters to be installed in underground pits.

(2) The City shall publish and keep on file a list of the current prices for the purchase of any meters and the current charges for shipping and handling of said meters. This list shall be kept on file with the City Clerk.

(3) All water meters shall be installed at the customer's expense by a licensed plumber, selected by the customer.

(Prior Code, § 6-220)

(4) In addition to payment of the current market price for the meter, the customer at time of purchase shall remit to the City a refundable deposit in the amount of \$500.00. The purpose of the deposit is to guarantee the installation of the water meter as follows:

(a) The meter and radio transceiver unit (MXU) must be installed within fourteen (14) calendar days from the date of purchase of the meter from the City;

(b) All instructions included with the meter shall be completely followed, including the installation of all wiring, which shall be insulated three-conductor cable only;

(c) Wire must be installed from the meter to the outside of the building or structure, after the installation of siding is complete, with twelve (12) inches of wire available for radio transceiver unit (MXU) installation outside of the building or structure; and

(d) The wire harness/pod must be attached to the meter before the wire is run to the outside of the building or structure.

(5) The installing contractor must notify designated City staff once installation of the meter, as provided herein, is complete. Thereafter, City staff will connect the radio transceiver unit (MXU) and inspect the installation. If after inspection City staff determines installation was completed in compliance with each of the provisions herein, the \$500.00 deposit payable at the time the meter is purchased shall be returned to the customer; in the event installation was not completed in compliance with each of the provisions herein, the deposit shall be forfeited to the City.

Section 3. Any and all municipal Code sections, ordinances, resolutions, and parts thereof in conflict herewith are hereby repealed.

Section 4. This Ordinance shall become effective upon its reading, passage, and publication according to law.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF VALLEY, NEBRASKA,

Linda Lewis, Mayor

ATTEST:

Christie Donnermeyer, City Clerk

ORDINANCE NO. _ _ _

AN ORDINANCE REPEALING SECTION 52.092 OF THE VALLEY MUNICIPAL CODE. AN ORDINANCE ADOPTING REVISED SECTION 52.092, INCLUDING SETTING NEW WATER USAGE RATES SERVICES FOR CUSTOMERS OF THE CITY WATER DEPARTMENT BOTH INSIDE AND OUTSIDE THE CITY LIMITS; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH.

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

Section 1. Section 52.092 of the Valley Municipal Code is hereby repealed.

Section 2. Section 52.092 of the Valley Municipal Code shall hereafter be as follows:

52.092 WATER USAGE RATES

1. All water consumers shall be liable for the monthly base charge and the monthly usage charge set forth below unless and until the consumer shall, by written order, direct the City to shut off the water at the stop box, in which case the consumer shall not be liable thereafter for water service until the water service is re-established.

Residential Property Inside City Limits:

| | |
|--|---------|
| Monthly Base Charge | \$23.50 |
| Monthly Usage Charge (per 1,000 gallons) | \$2.60 |

Residential Users Outside City Limits:

| | |
|--|---------|
| Monthly Base Charge | \$30.75 |
| Monthly Usage Charge (per 1,000 gallons) | \$3.20 |

Commercial and Industrial Users Inside or Outside of City Limits:

| | |
|--|---------|
| Monthly Base Charge | \$35.50 |
| Monthly Usage Charge (per 1,000 gallons) | \$3.20 |

2. The rates fixed by this Section shall be reviewed periodically by the City Council and shall be adjusted for the purpose of providing for the payment of expenses of maintenance, operation, repair and replacement of the components of the water system.
3. Bills for water charges shall be rendered following each month's usage and shall become delinquent after the 15th of each month. A delinquency fee of Ten Dollars (\$10.00) shall be added to any delinquent bill to cover the additional expenses incurred by the City.
4. The mayor and City Council members hereby find and determine that the charges established by this section are just and equitable rates and charges to be paid to the City by each consumer using the system.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval and publication or posting as provided by law.

Section 4. If any section, clause, provision or part or portion of any section, clause or provision of this ordinance or the application thereof to any person or circumstance is held unconstitutional, such invalidity or unconstitutionality shall not affect the validity or application of any other section, clause, provision or part or portion of this ordinance.

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

PASSED AND APPROVED THIS 13TH DAY OF JANUARY, 2026.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Linda Lewis, Mayor

ATTEST:

Christie Donnermeyer, City Clerk

RESOLUTION NO. 2026 – ____

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

The Application for Payment No. 12 filed with the Clerk by the special engineer of the project, showing the amount of material furnished and work performed in the City under contract heretofore from **Eriksen Construction** for **Water Treatment Plant Expansion** and the statements of the engineer and others set out below are hereby approved and the Council finds that the materials therein set out have been furnished and have been received by the City and work has been performed and claim therefor is hereby submitted as follows:

| | |
|---|-----------------------|
| 1. ORIGINAL CONTRACT PRICE | <u>\$8,900,670.00</u> |
| 2. Net change by Change Orders | <u>\$11,068.78</u> |
| 3. Current Contract Price (Line 1 + 2) | <u>\$8,911,738.78</u> |
| 4. TOTAL COMPLETED AND STORED TO DATE (Sum of Column G Lump Sum Total & Column J Unit Price Total) | <u>\$4,116,812.00</u> |
| 5. RETAINAGE: | |
| a. 10% x \$4,116,812.00 Work Completed | <u>\$411,681.20</u> |
| b. 10% x \$_____ Stored Material | <u>\$0.00</u> |
| c. Total Retainage (Line 5.a + Line 5.b) | <u>\$411,681.20</u> |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 + Line 5.c) | <u>\$3,705,130.80</u> |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) | <u>\$3,276,730.80</u> |
| 8. AMOUNT DUE THIS APPLICATION | <u>\$428,400.00</u> |
| 9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 – Line 4) | <u>\$4,794,926.78</u> |

PAYMENT OF: **\$428,400.00**

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

ERIKSEN CONSTRUCTION \$428,400.00

PASSED AND APPROVED THIS 13th DAY OF JANUARY 2026.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Linda Lewis, Mayor

ATTEST:

Christie Donnermeyer, City Clerk

Contractor's Application for Payment

| | |
|---|---|
| Owner: <u>City of Valley, Nebraska</u> | Owner's Project No.: _____ |
| Engineer: <u>Eagle Engineering Group</u> | Engineer's Project No.: <u>23-66</u> |
| Contractor: <u>Eriksen Construction</u> | Contractor's Project No.: <u>979</u> |
| Project: <u>Water Treatment Plant Expansion</u> | |
| Contract: <u>Water Treatment Plant Expansion</u> | |
| Application No.: <u>12</u> | Application Date: <u>12/31/2025</u> |
| Application Period: <u>From 12/1/2025</u> | <u>to 12/31/2025</u> |

| | |
|--|-----------------|
| 1. Original Contract Price | \$ 8,900,670.00 |
| 2. Net change by Change Orders | \$ 11,068.78 |
| 3. Current Contract Price (Line 1 + Line 2) | \$ 8,911,738.78 |
| 4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total) | \$ 4,116,812.00 |
| 5. Retainage | |
| a. <u>10%</u> X \$ 4,116,812.00 Work Completed | \$ 411,681.20 |
| b. <u>10%</u> X \$ - Stored Materials | \$ - |
| c. Total Retainage (Line 5.a + Line 5.b) | \$ 411,681.20 |
| 6. Amount eligible to date (Line 4 - Line 5.c) | \$ 3,705,130.80 |
| 7. Less previous payments (Line 6 from prior application) | \$ 3,276,730.80 |
| 8. Amount due this application | \$ 428,400.00 |
| 9. Balance to finish, including retainage (Line 3 - Line 4) | \$ 4,794,926.78 |

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: Eriksen Construction

Signature: Al Schoemaker **Date:** 12/31/2025

| | |
|-----------------------------------|--------------------------|
| Recommended by Engineer | Approved by Owner |
| By: _____ | By: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |
| Approved by Funding Agency | |
| By: _____ | By: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

Progress Estimate - Unit Price Work

Owner: City of Valley, Nebraska
 Engineer: Eagle Engineering Group
 Contractor: Eriksen Construction
 Project: Water Treatment Plant Expansion
 Contract: Water Treatment Plant Expansion

Contractor's Application for Payment

Owner's Project No.: 23-66
 Engineer's Project No.: 979
 Contractor's Project No.:

| Application No.: 12 | | Application Period: From 12/01/25 to 12/31/25 | | Application Date: 12/31/25 | | | | | | | | | | |
|--------------------------|------------------|---|--------------------|----------------------------|--------------------|----------------------|-------------------------------------|---------------------|--|---|---|---|-------------------------------------|-------------------------------------|
| A Bid Item No. | B Description | C Contract Information | | D Contract Information | | E Unit Price (\$) | F Value of Bid Item (C X E) (\$) | G Work Completed | | H Value of Work Completed to Date (E X G) (\$) | I Materials Currently Stored (not in G) (\$) | J Work Completed and Materials Stored to Date (H + I) (\$) | K % of Value of Item (J / F) (%) | L Balance to Finish (F - J) (\$) |
| | | D Units | C Item Quantity | D Units | C Item Quantity | | | | | | | | | |
| Original Contract | | | | | | | | | | | | | | |
| 1 | | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | | | |
| 6 | | | | | | | | | | | | | | |
| 7 | | | | | | | | | | | | | | |
| 8 | | | | | | | | | | | | | | |
| 9 | | | | | | | | | | | | | | |
| 10 | | | | | | | | | | | | | | |
| 11 | | | | | | | | | | | | | | |
| 12 | | | | | | | | | | | | | | |
| 13 | | | | | | | | | | | | | | |
| 14 | | | | | | | | | | | | | | |
| 15 | | | | | | | | | | | | | | |
| 16 | | | | | | | | | | | | | | |
| 17 | | | | | | | | | | | | | | |
| 18 | | | | | | | | | | | | | | |
| 19 | | | | | | | | | | | | | | |
| 20 | | | | | | | | | | | | | | |
| Original Contract Totals | | | | | | | | | | | \$ | \$ | \$ | \$ |

Progress Estimate - Lump Sum Work

Owner: City of Valley, Nebraska
 Engineer: Eagle Engineering Group
 Contractor: Eriksen Construction
 Project: Water Treatment Plant Expansion
 Contract: Water Treatment Plant Expansion

Contractor's Application for Payment

Owner's Project No.: 23-66
 Engineer's Project No.: 979
 Contractor's Project No.:

| A Item No. | B Description | C Scheduled Value (\$) | D Work Completed (D + E) From Previous Application (\$) | | E This Period (\$) | F Materials Currently Stored (not in D or E) (\$) | G Work Completed and Materials Stored to Date (D + E + F) (\$) | H % of Scheduled Value (G / C) (%) | I Balance to Finish (C - G) (\$) |
|---------------|-------------------------|---------------------------------|--|------------------------|-----------------------|--|---|---------------------------------------|-------------------------------------|
| | | | 12/01/25 | to | | | | | |
| | | | Original Contract | | | | | | |
| 1 | Mobilization | 345,670.00 | 345,670.00 | - | - | - | 345,670.00 | 100% | - |
| 2 | Demolition | 12,500.00 | 6,250.00 | - | - | - | 6,250.00 | 50% | 6,250.00 |
| 3 | Concrete | 1,100,000.00 | 1,100,000.00 | - | - | - | 1,100,000.00 | 100% | - |
| 4 | Structural Precast | 90,000.00 | 90,000.00 | - | - | - | 90,000.00 | 100% | - |
| 5 | Masonry | 330,000.00 | 100,000.00 | 130,000.00 | - | - | 230,000.00 | 70% | 100,000.00 |
| 6 | Wall Panels | 220,000.00 | - | - | - | - | - | 0% | 220,000.00 |
| 7 | Roofing | 120,000.00 | - | - | - | - | - | 0% | 120,000.00 |
| 8 | Doors/Windows | 130,000.00 | 50,000.00 | - | - | - | 50,000.00 | 38% | 80,000.00 |
| 9 | Framed Walls | 58,000.00 | - | - | - | - | - | 0% | 58,000.00 |
| 10 | Ceilings | 25,000.00 | - | - | - | - | - | 0% | 25,000.00 |
| 11 | Painting/Coatings | 150,000.00 | - | - | - | - | - | 0% | 150,000.00 |
| 12 | Plumbing | 145,000.00 | 50,000.00 | 26,000.00 | - | - | 76,000.00 | 52% | 69,000.00 |
| 13 | HVAC | 55,000.00 | 4,500.00 | - | - | - | 4,500.00 | 8% | 50,500.00 |
| 14 | Electrical/Controls | 1,400,000.00 | 225,000.00 | 75,000.00 | - | - | 300,000.00 | 21% | 1,100,000.00 |
| 15 | Earthwork | 160,000.00 | 160,000.00 | - | - | - | 160,000.00 | 100% | - |
| 16 | Dewatering | 350,000.00 | 350,000.00 | - | - | - | 350,000.00 | 100% | - |
| 17 | Paving | 25,000.00 | - | - | - | - | - | 0% | 25,000.00 |
| 18 | Fence | 240,000.00 | - | - | - | - | - | 0% | 240,000.00 |
| 19 | Water Distribution | 165,000.00 | 165,000.00 | - | - | - | 165,000.00 | 100% | - |
| 20 | Sanitary Sewer | 190,000.00 | 190,000.00 | - | - | - | 190,000.00 | 100% | - |
| 21 | Storm Sewer | 55,000.00 | 55,000.00 | - | - | - | 55,000.00 | 100% | - |
| 22 | Process | 700,000.00 | 280,000.00 | - | - | - | 280,000.00 | 40% | 420,000.00 |
| 23 | Pumps | 450,000.00 | 340,000.00 | - | - | - | 340,000.00 | 76% | 110,000.00 |
| 24 | Aeriation/Filters | 2,300,000.00 | 60,000.00 | 250,000.00 | - | - | 310,000.00 | 13% | 1,990,000.00 |
| 25 | Chemical Feed Equipment | 80,000.00 | 64,392.00 | - | - | - | 64,392.00 | 80% | 15,608.00 |
| 26 | Seeding | 4,500.00 | - | - | - | - | - | 0% | 4,500.00 |
| 27 | | | | | | | | | |
| 28 | | | | | | | | | |
| 29 | | | | | | | | | |
| | | Original Contract Totals | \$ 8,900,670.00 | \$ 3,635,812.00 | \$ 481,000.00 | \$ - | \$ 4,116,812.00 | 46% | \$ 4,785,858.00 |

RESOLUTION NO. 2026 – ____

WHEREAS, on or about September 13, 2024, **Omnicorp Valley, LLC**, a Nebraska limited liability company and the **City of Valley, Nebraska** entered into an Irrevocable Letter of Credit Agreement wherein Omnicorp Valley, LLC and the City of Valley agree that certain funds for **Valley Landing** be secured by a loan obtained by the subdivider for distribution in accordance with the terms of that Agreement.

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

WHEREAS, the sum of One Hundred Fifteen Thousand Five Hundred Eight and 54/100 dollars (\$115,508.54) is due to **United Utilities & Excavation** pursuant to Contractor's Application for Payment No. 8, for sewer, water main and storm sewer improvements as submitted by Eagle Engineering Group, Engineers for the City of Valley; and

WHEREAS, the sum of Three Thousand Six Hundred Fifty-four and 56/100 dollars (\$3,654.56) is due to the **City of Valley**, as submitted by the attached invoice from Eagle Engineering Group, LLC, 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 distribution of the above-described amounts; said requests are supported by invoices and backup documentation attached hereto.

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

1. Core Bank is hereby authorized and directed to disburse to **United Utilities & Excavation** the sum of One Hundred Fifteen Thousand Five Hundred Eight and 54/100 dollars (\$115,508.54) as payment due pursuant to Contractor's Application for Payment No. 7 for **Valley Landing** – sewer, water main and storm sewer improvements.
2. Core Bank is hereby authorized and directed to disburse to the **City of Valley** the sum of Three Thousand Six Hundred Fifty-four and 56/100 dollars (\$3,654.56) as payment due for **Valley Landing** – engineer fees.

PASSED AND APPROVED THIS 13th DAY OF JANUARY 2026.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Linda Lewis, Mayor

ATTEST:

Christie Donnermeyer City Clerk

Contractor's Application for Payment

| | |
|---|---|
| Owner: <u>City of Valley</u> | Owner's Project No.: <u>n/a</u> |
| Engineer: <u>EAGLE ENGINEERING GROUP</u> | Engineer's Project No.: <u>24-44</u> |
| Contractor: <u>United Utilities & Excavation</u> | Contractor's Project No.: <u>n/a</u> |
| Project: <u>Valley Landing - Sewer, Water Main, and Storm Sewer Improvements</u> | |
| Contract: <u>Valley Landing - Sewer, Water Main, and Storm Sewer Impr., Valley, Nebraska</u> | |
| Application No.: <u>8</u> | Application Date: <u>1/7/2026</u> |
| Application Period: From <u>12/2/2026</u> | to <u>1/6/2026</u> |

| | |
|--|-----------------|
| 1. Original Contract Price | \$ 1,074,057.66 |
| 2. Net change by Change Orders | \$ - |
| 3. Current Contract Price (Line 1 + Line 2) | \$ 1,074,057.66 |
| 4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total) | \$ 1,045,676.46 |
| 5. Retainage | |
| a. <u>2%</u> X <u>\$ 1,045,676.46</u> Work Completed | \$ 20,913.53 |
| b. _____ X <u>\$ -</u> Stored Materials | \$ - |
| c. Total Retainage (Line 5.a + Line 5.b) | \$ 20,913.53 |
| 6. Amount eligible to date (Line 4 - Line 5.c) | \$ 1,024,762.93 |
| 7. Less previous payments (Line 6 from prior application) | \$ 909,254.39 |
| 8. Amount due this application | \$ 115,508.54 |
| 9. Balance to finish, including retainage (Line 3 - Line 4) | \$ 28,381.20 |

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: United Utilities & Excavation

Signature: _____ **Date:** 1/7/2026

| | |
|--------------------------------------|----------------------------|
| Recommended by Engineer | Approved by Owner |
| By: _____ | By: _____ |
| Title: <u>Project Manager</u> | Title: <u>Mayor</u> |
| Date: _____ | Date: _____ |
| Approved by Funding Agency | |
| By: _____ | By: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

Progress Estimate - Unit Price Work

Contractor's Application for Payment

| | | | |
|--------------------|---|----------------------------------|-------|
| Owner: | City of Valley | Owner's Project No.: | n/a |
| Engineer: | EAGLE ENGINEERING GROUP | Engineer's Project No.: | 24-44 |
| Contractor: | United Utilities & Excavation | Contractor's Project No.: | n/a |
| Project: | Valley Landing - Sewer, Water Main, and Storm Sewer Improvements | | |
| Contract: | Valley Landing - Sewer, Water Main, and Storm Sewer Impr., Valley, Nebraska | | |

Application No.: 8 **Application Period:** From 12/02/26 to 01/06/26 **Application Date:** 01/07/26

| A | B | C | D | E | F | G | H | I | J | K | L |
|-------------------|--|----------------------|-------|-----------------|--------------------------------|---|--|--|--|--------------------------------|--------------------------------|
| Bid Item No. | Description | Contract Information | | | | Work Completed | | Materials Currently Stored (not in G) (\$) | Work Completed and Materials Stored to Date (H + I) (\$) | % of Value of Item (J / F) (%) | Balance to Finish (F - J) (\$) |
| | | Item Quantity | Units | Unit Price (\$) | Value of Bid Item (C X E) (\$) | Estimated Quantity Incorporated in the Work | Value of Work Completed to Date (E X G) (\$) | | | | |
| Original Contract | | | | | | | | | | | |
| 1 | CONNECT TO EXG. SANITARY SEWER MAIN | 2.00 | EA | 350.00 | 700.00 | 2.00 | 700.00 | - | 700.00 | 100% | - |
| 2 | CONNECT TO EXG. SANITARY MANHOLE | 1.00 | EA | 1,325.00 | 1,325.00 | 1.00 | 1,325.00 | - | 1,325.00 | 100% | - |
| 3 | CONSTRUCT 8"DIA. PVC SDR 35 SANITARY SEWER PIPE | 898.00 | LF | 47.35 | 42,520.30 | 898.00 | 42,520.30 | - | 42,520.30 | 100% | - |
| 4 | CONSTRUCT 10"DIA. PVC SDR 35 SANITARY SEWER PIPE | 1,214.00 | LF | 51.00 | 61,914.00 | 1,282.00 | 65,382.00 | - | 65,382.00 | 106% | (3,468.00) |
| 5 | CONSTRUCT 12"DIA. PVC SDR 35 SANITARY SEWER PIPE | 1,360.00 | LF | 57.00 | 77,520.00 | 1,360.00 | 77,520.00 | - | 77,520.00 | 100% | - |
| 6 | CONSTRUCT 6" PVC SDR 26 SANITARY SEWER SERVICE | 590.00 | LF | 41.52 | 24,496.80 | 590.00 | 24,496.80 | - | 24,496.80 | 100% | - |
| 7 | CONSTRUCT 54" I.D. SANITARY SEWER MANHOLE INC. LINER | 145.60 | VF | 850.00 | 123,760.00 | 145.60 | 123,760.00 | - | 123,760.00 | 100% | - |
| 8 | CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION | 3,472.00 | LF | 2.50 | 8,680.00 | 3,540.00 | 8,850.00 | - | 8,850.00 | 102% | (170.00) |
| 9 | CONSTRUCT 8" X 6" WYE | 2.00 | EA | 460.00 | 920.00 | 2.00 | 920.00 | - | 920.00 | 100% | - |
| 10 | CONSTRUCT 12" X 6" WYE | 1.00 | EA | 680.00 | 680.00 | 1.00 | 680.00 | - | 680.00 | 100% | - |
| 11 | BORING FOR 8"DIA. SEWER MAIN | 35.00 | LF | 139.00 | 4,865.00 | 40.00 | 5,560.00 | - | 5,560.00 | 114% | (695.00) |
| 12 | BORING FOR 10"DIA. SEWER MAIN | 30.00 | LF | 167.16 | 5,014.80 | 35.00 | 5,850.60 | - | 5,850.60 | 117% | (835.80) |
| 13 | BORING FOR 12"DIA. SEWER MAIN | 30.00 | LF | 210.00 | 6,300.00 | 30.00 | 6,300.00 | - | 6,300.00 | 100% | - |
| 14 | CONSTRUCT 8"DIA. STUB-OUT & CAP | 2.00 | EA | 487.50 | 975.00 | 2.00 | 975.00 | - | 975.00 | 100% | - |
| 15 | REMOVE AND REPLACE 11-INCH CONCRETE PAVEMENT - | 68.00 | SY | 140.00 | 9,520.00 | 68.00 | 9,520.00 | - | 9,520.00 | 100% | - |
| 16 | EXTERNAL FRAME SEAL | 17.00 | EA | 678.00 | 11,526.00 | 17.00 | 11,526.00 | - | 11,526.00 | 100% | - |
| 17 | DEWATERING - SANITARY SEWER | 3,472.00 | LF | 10.00 | 34,720.00 | 1,584.50 | 15,845.00 | - | 15,845.00 | 46% | 18,875.00 |
| 18 | SITE PREPARATION / MOBILIZATION | 1.00 | LS | 21,829.12 | 21,829.12 | 1.00 | 21,829.12 | - | 21,829.12 | 100% | - |
| 19 | TRAFFIC CONTROL / WARNING SIGNS / BARRICADES | 1.00 | LS | 3,500.00 | 3,500.00 | 1.00 | 3,500.00 | - | 3,500.00 | 100% | - |
| 20 | CONNECT TO EXG. 12"DIA. WATER MAIN | 3.00 | EA | 3,967.00 | 11,901.00 | 3.00 | 11,901.00 | - | 11,901.00 | 100% | - |
| 21 | CONNECT TO EXG. 14"DIA. WATER MAIN | 1.00 | EA | 3,770.00 | 3,770.00 | 1.00 | 3,770.00 | - | 3,770.00 | 100% | - |
| 22 | INSTALL 12x8"DIA. MJ TEE & BLOCK | 3.00 | EA | 1,331.00 | 3,993.00 | 3.00 | 3,993.00 | - | 3,993.00 | 100% | - |
| 23 | INSTALL 14x6"DIA. MJ TEE & BLOCK | 1.00 | EA | 1,442.00 | 1,442.00 | 1.00 | 1,442.00 | - | 1,442.00 | 100% | - |
| 24 | CONSTRUCT 8"DIA. D.I.P. CL 350 WATER MAIN | 3,649.00 | LF | 62.00 | 226,238.00 | 3,649.00 | 226,238.00 | - | 226,238.00 | 100% | - |
| 25 | CONSTRUCT 6"DIA. D.I.P. CL 350 WATER MAIN | 479.00 | LF | 52.00 | 24,908.00 | 479.00 | 24,908.00 | - | 24,908.00 | 100% | - |
| 26 | INSTALL TRACER WIRE | 4,128.00 | LF | 0.50 | 2,064.00 | 4,128.00 | 2,064.00 | - | 2,064.00 | 100% | - |
| 27 | UNCASED BORING FOR 6"DIA. WATER MAIN | 40.00 | LF | 151.70 | 6,068.00 | 40.00 | 6,068.00 | - | 6,068.00 | 100% | - |
| 28 | UNCASED BORING FOR 8"DIA. WATER MAIN | 40.00 | LF | 167.80 | 6,712.00 | 40.00 | 6,712.00 | - | 6,712.00 | 100% | - |
| 29 | INSTALL 8"DIA. MJ TEE & BLOCK | 2.00 | EA | 1,037.50 | 2,075.00 | 2.00 | 2,075.00 | - | 2,075.00 | 100% | - |
| 30 | INSTALL 8x6"DIA. MJ TEE & BLOCK | 1.00 | EA | 975.00 | 975.00 | 1.00 | 975.00 | - | 975.00 | 100% | - |
| 31 | INSTALL 8x6"DIA. MJ SWIVEL TEE & BLOCK | 9.00 | EA | 952.00 | 8,568.00 | 9.00 | 8,568.00 | - | 8,568.00 | 100% | - |
| 32 | INSTALL 6"DIA. MJ SWIVEL TEE & BLOCK | 1.00 | EA | 865.00 | 865.00 | 1.00 | 865.00 | - | 865.00 | 100% | - |
| 33 | INSTALL 8"DIA. 22.5 DEG MJ BEND & BLOCK | 4.00 | EA | 644.00 | 2,576.00 | 4.00 | 2,576.00 | - | 2,576.00 | 100% | - |
| 34 | INSTALL 8"DIA. 45 DEG MJ BEND & BLOCK | 2.00 | EA | 694.00 | 1,388.00 | 2.00 | 1,388.00 | - | 1,388.00 | 100% | - |
| 35 | INSTALL 6"DIA. MJ 45 DEG BEND & BLOCK | 2.00 | EA | 565.00 | 1,130.00 | 2.00 | 1,130.00 | - | 1,130.00 | 100% | - |
| 36 | INSTALL FIRE HYDRANT ASSEMBLY | 11.00 | EA | 6,113.00 | 67,243.00 | 11.00 | 67,243.00 | - | 67,243.00 | 100% | - |
| 37 | INSTALL 8"DIA. R.S. GATE VALVE W/ VALVE BOX | 9.00 | EA | 2,090.00 | 18,810.00 | 9.00 | 18,810.00 | - | 18,810.00 | 100% | - |
| 38 | INSTALL 6"DIA. R.S. GATE VALVE W/ VALVE BOX | 1.00 | EA | 1,550.00 | 1,550.00 | 1.00 | 1,550.00 | - | 1,550.00 | 100% | - |
| 39 | REMOVE CONCRETE PAVEMENT | 129.00 | SY | 22.50 | 2,902.50 | 129.00 | 2,902.50 | - | 2,902.50 | 100% | - |
| 40 | REMOVE CONCRETE TRAIL | 2,099.00 | SF | 2.86 | 6,003.14 | 2,099.00 | 6,003.14 | - | 6,003.14 | 100% | - |

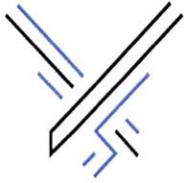
Progress Estimate - Unit Price Work

Contractor's Application for Payment

| | | | |
|--------------------|---|----------------------------------|-------|
| Owner: | City of Valley | Owner's Project No.: | n/a |
| Engineer: | EAGLE ENGINEERING GROUP | Engineer's Project No.: | 24-44 |
| Contractor: | United Utilities & Excavation | Contractor's Project No.: | n/a |
| Project: | Valley Landing - Sewer, Water Main, and Storm Sewer Improvements | | |
| Contract: | Valley Landing - Sewer, Water Main, and Storm Sewer Impr., Valley, Nebraska | | |

Application No.: 8 Application Period: From 12/02/26 to 01/06/26 Application Date: 01/07/26

| A | B | C | D | E | F | G | H | I | J | K | L |
|---------------------------------|--|----------------------|-------|-----------------|--------------------------------|---|--|--|--|--------------------------------|--------------------------------|
| Bid Item No. | Description | Contract Information | | | | Work Completed | | Materials Currently Stored (not in G) (\$) | Work Completed and Materials Stored to Date (H + I) (\$) | % of Value of Item (J / F) (%) | Balance to Finish (F - J) (\$) |
| | | Item Quantity | Units | Unit Price (\$) | Value of Bid Item (C X E) (\$) | Estimated Quantity Incorporated in the Work | Value of Work Completed to Date (E X G) (\$) | | | | |
| 41 | TEMPORARY CRUSHED ROCK SURFACING | 130.00 | TON | 50.00 | 6,500.00 | - | - | - | - | 0% | 6,500.00 |
| 42 | CONSTRUCTION STAKING | 1.00 | ALW | 17,400.00 | 17,400.00 | 1.00 | 17,400.00 | - | 17,400.00 | 100% | - |
| 43 | TRENCH COMPACTION TESTING | 1.00 | ALW | 8,500.00 | 8,500.00 | 0.25 | 2,125.00 | - | 2,125.00 | 25% | 6,375.00 |
| 44 | CONSTRUCT 15"DIA. STORM SEWER | 62.00 | LF | 53.00 | 3,286.00 | 62.00 | 3,286.00 | - | 3,286.00 | 100% | - |
| 45 | CONSTRUCT 18"DIA. STORM SEWER | 715.00 | LF | 52.40 | 37,466.00 | 715.00 | 37,466.00 | - | 37,466.00 | 100% | - |
| 46 | CONSTRUCT 24"DIA. STORM SEWER | 1,015.00 | LF | 69.00 | 70,035.00 | 1,015.00 | 70,035.00 | - | 70,035.00 | 100% | - |
| 47 | CONSTRUCT 36"DIA. STORM SEWER | 434.00 | LF | 92.00 | 39,928.00 | 434.00 | 39,928.00 | - | 39,928.00 | 100% | - |
| 48 | CONSTRUCT 18"DIA. RC CLASS III FLARED END SECTION W/ | 5.00 | EA | 2,500.00 | 12,500.00 | 5.00 | 12,500.00 | - | 12,500.00 | 100% | - |
| 49 | CONSTRUCT 24"DIA. RC CLASS III FLARED END SECTION W/ | 5.00 | EA | 2,832.00 | 14,160.00 | 5.00 | 14,160.00 | - | 14,160.00 | 100% | - |
| 50 | CONSTRUCT 36"DIA. RC CLASS III FLARED END SECTION W/ | 1.00 | EA | 4,535.00 | 4,535.00 | 1.00 | 4,535.00 | - | 4,535.00 | 100% | - |
| 51 | CONSTRUCT 60"ID STORM SEWER MANHOLE | 2.00 | EA | 8,000.00 | 16,000.00 | 2.00 | 16,000.00 | - | 16,000.00 | 100% | - |
| 52 | INSTALL TYPE 'C' RIP RAP W/ ENG FABRIC | 30.00 | TON | 60.00 | 1,800.00 | | - | - | - | 0% | 1,800.00 |
| Original Contract Totals | | | | | \$ 1,074,057.66 | | \$ 1,045,676.46 | \$ - | \$ 1,045,676.46 | 97% | \$ 28,381.20 |



Eagle Engineering Group LLC

12100 West Center Road Suite 803
Omaha, NE 68144
Tel: 402-399-0227

Christie Donnermeyer
City of Valley, Nebraska
203 North Spruce
Valley, NE 68064

INVOICE

INVOICE DATE: 1/8/2026
INVOICE NO: 2781
BILLING THROUGH: 12/20/2025

24-44 - Valley NE Valley Landing Sanitary Sewer, Storm Sewer and Water Main Improvements

Managed By: Gregory E Perry

| DESCRIPTION | CONTRACT AMOUNT | % COMPLETE | BILLED TO DATE | PREVIOUSLY BILLED | CURRENT AMOUNT |
|--|--------------------|------------|--------------------|--------------------|-------------------|
| 24-44 - Construction Engineering - Contract Administration | \$19,620.00 | 100.00 | \$19,620.00 | \$18,835.20 | \$784.80 |
| 24-44 - Construction Engineering - Project Representative | \$55,125.00 | 98.00 | \$54,022.50 | \$51,266.25 | \$2,756.25 |
| TOTAL | \$74,745.00 | | \$73,642.50 | \$70,101.45 | \$3,541.05 |

EXPENSES

| EXPENSE | DESCRIPTION | AMOUNT |
|--------------------------------|-------------|-------------------|
| Meals: | Meals | \$9.21 |
| Mileage: | IRS Mileage | \$104.30 |
| TOTAL EXPENSES | | \$113.51 |
| SUBTOTAL | | \$3,654.56 |
| AMOUNT DUE THIS INVOICE | | \$3,654.56 |

This invoice is due on 2/7/2026

Change Order No. 2

| | | | |
|----------------|---|---------------------------------|------------------|
| Owner: | City of Valley, Nebraska | Owner's Project No.: | n/a |
| Engineer: | EAGLE ENGINEERING GROUP | Engineer's Project No.: | 23-71 |
| Contractor: | NL&L Concrete, Inc. | Contractor's Project No.: | n/a |
| Project: | Valley Lakes Business Park Sanitary Sewer and Water Main Improvements | | |
| Contract Name: | Valley Lakes Business Park Sanitary Sewer and Water Main Improvements | | |
| Date Issued: | January 9, 2026 | Effective Date of Change order: | January 13, 2026 |

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

Description:

Adjust contract price including project quantities to as-constructed field conditions

Adjust contract time to reflect Contractor completion of work

Attachments: *[List documents supporting change]*

Attachment No. 1 To Change Order No. 2

Change in Contract Times
[State Contract Times as either a specific date or a number of days]

Change in Contract Price

| | |
|---|---|
| Original Contract Price: | Original Contract Times: |
| \$ <u> \$252,836.00</u> | Substantial Completion: <u> October 25, 2024</u> |
| | Ready for Final Payment: <u> November 1, 2024</u> |
| Increase (Decrease) from previously approved Change Orders No. - to No. 1 : | Increase (Decrease) from previously approved Change Orders No. - to No. 1 : |
| \$ <u> \$0.00</u> | Substantial Completion: <u> 190</u> |
| | Ready for Final Payment: <u> 190</u> |
| Contract Price prior to this Change Order: | Contract Times prior to this Change Order: |
| \$ <u> \$252,836.00</u> | Substantial Completion: <u> May 3, 2025</u> |
| | Ready for Final Payment: <u> May 10, 2025</u> |
| Increase (Decrease) of this Change Order: | Increase (Decrease) this Change Order: |
| \$ <u> (\$52,090.00)</u> | Substantial Completion: <u> 180</u> |
| | Ready for Final Payment: <u> 248</u> |
| Contract Price incorporating this Change Order: | Contract Times with all approved Change Orders: |
| \$ <u> \$200,746.00</u> | Substantial Completion: <u> October 30, 2025</u> |
| | Ready for Final Payment: <u> January 13, 2026</u> |

Recommended by Engineer (if required)

Accepted By Contractor

By: _____
Title: Project Manager
Date: _____

By: _____
Title: _____
Date: _____

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____
Title: Mayor
Date: _____

By: _____
Title: _____
Date: _____

Attachment No. 1 to Change Order No.: 2

Project: **Valley Lakes Business Park Sanitary Sewer and Water Main Improvements**

Dated: **January 9, 2026**

Project No. **23-71**

| ITEM NO. | DESCRIPTION OF WORK | UNIT PRICE | UNITS | CONTRACT QUANTITY | ACTUAL CONSTRUCTED QUANTITY | QUANTITY CHANGE | CHANGE IN CONTRACT PRICE | |
|--------------|---|-------------|-------|-------------------|-----------------------------|-----------------|--------------------------|---------------------|
| 4 | CONSTRUCT 10"DIA. PVC SDR 35 SANITARY SEWER PIPE | \$75.00 | LF | 566 | 560.0 | -6.0 | -\$450.00 | |
| 5 | CONSTRUCT 6"DIA. PVC SDR 26 SANITARY SERVICE PIPE | \$150.00 | LF | 20 | 30.0 | 10.0 | \$1,500.00 | |
| 6 | CONSTRUCT 54" I.D. SANITARY SEWER MANHOLE INCL. LINER/COATING | \$1,800.00 | VF | 22 | 21.2 | -0.8 | -\$1,440.00 | |
| 7 | PERFORM CCTV PIPELINE INSPECTION | \$3.00 | LF | 566 | 560.0 | -6.0 | -\$18.00 | |
| 8 | CONSTRUCT 10x6"DIA. SANITARY WYE | \$800.00 | EA | 2 | 3.0 | 1.0 | \$800.00 | |
| 9 | INSTALL 6"DIA. SEWER CAP | \$1,200.00 | EA | 2 | 3.0 | 1.0 | \$1,200.00 | |
| 11 | DEWATERING - SANITARY SEWER | \$148.00 | LF | 566 | 247.0 | -319.0 | -\$47,212.00 | |
| 13 | CONSTRUCT 6"DIA. D.I.P. WATER MAIN | \$85.00 | LF | 240 | 236.0 | -4.0 | -\$340.00 | |
| 14 | INSTALL TRACER WIRE | \$3.00 | LF | 240 | 236.0 | -4.0 | -\$12.00 | |
| 21 | TRENCH COMPACTION TESTING | \$2,200.00 | ALW | 1 | 0.0 | -1.0 | -\$2,200.00 | |
| 22 | FINISH GRADING - BY DEVELOPER (DOLL CONSTRUCTION) | -\$5,118.00 | LS | 0 | 1.0 | 1.0 | -\$5,118.00 | |
| 23 | INSTALL 6"DIA. 11-1/4 DEG BEND & BLOCK | \$600.00 | EA | 0 | 2.0 | 2.0 | \$1,200.00 | |
| TOTAL | | | | | | | | -\$52,090.00 |

RESOLUTION NO. 2026 – ____

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

The Application for Payment No. 3 filed with the Clerk by the special engineer of the project, showing the amount of material furnished and work performed in the City under contract heretofore from **NL&L Concrete for Valley Lakes Business Park Sanitary Sewer and Water Main Improvements** and the statements of the engineer and others set out below are hereby approved and the Council finds that the materials therein set out have been furnished and have been received by the City and work has been performed and claim therefor is hereby submitted as follows:

| | |
|---|----------------------|
| 1. ORIGINAL CONTRACT PRICE | <u>\$252,836.00</u> |
| 2. Net change by Change Orders | <u>\$(52,090.00)</u> |
| 3. Current Contract Price (Line 1 + 2) | <u>\$200,746.00</u> |
| 4. TOTAL COMPLETED AND STORED TO DATE (Sum of Column G Lump Sum Total & Column J Unit Price Total) | <u>\$200,746.00</u> |
| 5. RETAINAGE: | |
| a. 10% x \$200,746.00 Work Completed | <u>\$0.00</u> |
| b. 10% x \$ Stored Material | <u>\$0.00</u> |
| c. Total Retainage (Line 5.a + Line 5.b) | <u>\$0.00</u> |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 + Line 5.c) | <u>\$200,746.00</u> |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) | <u>\$177,273.00</u> |
| 8. AMOUNT DUE THIS APPLICATION | <u>\$23,473.00</u> |
| 9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 – Line 4) | <u>\$0.00</u> |

PAYMENT OF: **\$23,473.00**

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

NL&L CONCRETE \$23,473.00

PASSED AND APPROVED THIS 13th DAY OF JANUARY, 2026

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Linda Lewis, Mayor

ATTEST:

Christie Donnermeyer, City Clerk

Contractor's Application for Payment

| | |
|---|---|
| Owner: <u>City of Valley, Nebraska</u> | Owner's Project No.: _____ |
| Engineer: <u>EAGLE ENGINEERING GROUP</u> | Engineer's Project No.: <u>23-71</u> |
| Contractor: <u>NL&L Concrete</u> | Contractor's Project No.: _____ |
| Project: <u>Valley Lakes Business Park Sanitary Sewer and Water Main Improvements</u> | |
| Contract: <u>Valley Lakes Business Park Sanitary Sewer and Water Main Improvements</u> | |
| Application No.: <u>3</u> | Application Date: <u>1/6/2026</u> |
| Application Period: From <u>7/1/2026</u> to <u>12/1/2026</u> | |

| | | |
|--|----|-------------|
| 1. Original Contract Price | \$ | 252,836.00 |
| 2. Net change by Change Orders | \$ | (52,090.00) |
| 3. Current Contract Price (Line 1 + Line 2) | \$ | 200,746.00 |
| 4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total) | \$ | 200,746.00 |
| 5. Retainage | | |
| a. _____ X \$ 200,746.00 Work Completed | \$ | - |
| b. _____ X \$ - Stored Materials | \$ | - |
| c. Total Retainage (Line 5.a + Line 5.b) | \$ | - |
| 6. Amount eligible to date (Line 4 - Line 5.c) | \$ | 200,746.00 |
| 7. Less previous payments (Line 6 from prior application) | \$ | 177,273.00 |
| 8. Amount due this application | \$ | 23,473.00 |
| 9. Balance to finish, including retainage (Line 3 - Line 4) | \$ | - |

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: NL&L Concrete

Signature: _____ **Date:** 1/6/2026

| | |
|--------------------------------------|-------------------------------|
| Recommended by Engineer | Approved by Owner |
| By: _____ | By: _____ |
| Title: <u>Project Manager</u> | Title: <u>Mayor</u> |
| Date: <u>1/9/2026</u> | Date: <u>1/13/2026</u> |
| Approved by Funding Agency | |
| By: _____ | By: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

Progress Estimate - Unit Price Work

Contractor's Application for Payment

| | | | |
|--------------------|---|----------------------------------|-------|
| Owner: | City of Valley, Nebraska | Owner's Project No.: | |
| Engineer: | EAGLE ENGINEERING GROUP | Engineer's Project No.: | 23-71 |
| Contractor: | NL&L Concrete | Contractor's Project No.: | |
| Project: | Valley Lakes Business Park Sanitary Sewer and Water Main Improvements | | |
| Contract: | Valley Lakes Business Park Sanitary Sewer and Water Main Improvements | | |

Application No.: 3 **Application Period:** From 07/01/26 to 12/01/26 **Application Date:** 01/06/26

| A | B | C | D | E | F | G | H | I | J | K | L |
|---------------------------------|---|----------------------|-------|-----------------|--------------------------------|---|--|--|--|--------------------------------|--------------------------------|
| Bid Item No. | Description | Contract Information | | | | Work Completed | | Materials Currently Stored (not in G) (\$) | Work Completed and Materials Stored to Date (H + I) (\$) | % of Value of Item (J / F) (%) | Balance to Finish (F - J) (\$) |
| | | Item Quantity | Units | Unit Price (\$) | Value of Bid Item (C X E) (\$) | Estimated Quantity Incorporated in the Work | Value of Work Completed to Date (E X G) (\$) | | | | |
| Original Contract | | | | | | | | | | | |
| 1 | SITE PREPARATION / MOBILIZATION | 1.00 | LS | 15,000.00 | 15,000.00 | 1.00 | 15,000.00 | - | 15,000.00 | 100% | - |
| 2 | TRAFFIC CONTROL | 1.00 | LS | 3,500.00 | 3,500.00 | 1.00 | 3,500.00 | - | 3,500.00 | 100% | - |
| 3 | CONNECT TO EXG. SANITARY SEWER MANHOLE | 1.00 | EA | 2,500.00 | 2,500.00 | 1.00 | 2,500.00 | - | 2,500.00 | 100% | - |
| 4 | CONSTRUCT 10"DIA. PVC SDR 35 SANITARY SEWER PIPE | 566.00 | LF | 75.00 | 42,450.00 | 560.00 | 42,000.00 | - | 42,000.00 | 99% | 450.00 |
| 5 | CONSTRUCT 6"DIA. PVC SDR 26 SANITARY SERVICE PIPE | 20.00 | LF | 150.00 | 3,000.00 | 30.00 | 4,500.00 | - | 4,500.00 | 150% | (1,500.00) |
| 6 | CONSTRUCT 54" I.D. SANITARY SEWER MANHOLE INCL. | 22.00 | VF | 1,800.00 | 39,600.00 | 21.20 | 38,160.00 | - | 38,160.00 | 96% | 1,440.00 |
| 7 | PERFORM CCTV PIPELINE INSPECTION | 566.00 | LF | 3.00 | 1,698.00 | 560.00 | 1,680.00 | - | 1,680.00 | 99% | 18.00 |
| 8 | CONSTRUCT 10x6"DIA. SANITARY WYE | 2.00 | EA | 800.00 | 1,600.00 | 3.00 | 2,400.00 | - | 2,400.00 | 150% | (800.00) |
| 9 | INSTALL 6"DIA. SEWER CAP | 2.00 | EA | 1,200.00 | 2,400.00 | 3.00 | 3,600.00 | - | 3,600.00 | 150% | (1,200.00) |
| 10 | EXTERNAL FRAME SEAL | 2.00 | EA | 1,200.00 | 2,400.00 | 2.00 | 2,400.00 | - | 2,400.00 | 100% | - |
| 11 | DEWATERING - SANITARY SEWER | 566.00 | LF | 148.00 | 83,768.00 | 247.00 | 36,556.00 | - | 36,556.00 | 44% | 47,212.00 |
| 12 | CONNECT TO EXG. 12"DIA. WATER MAIN | 1.00 | EA | 9,500.00 | 9,500.00 | 1.00 | 9,500.00 | - | 9,500.00 | 100% | - |
| 13 | CONSTRUCT 6"DIA. D.I.P. WATER MAIN | 240.00 | LF | 85.00 | 20,400.00 | 236.00 | 20,060.00 | - | 20,060.00 | 98% | 340.00 |
| 14 | INSTALL TRACER WIRE | 240.00 | LF | 3.00 | 720.00 | 236.00 | 708.00 | - | 708.00 | 98% | 12.00 |
| 15 | INSTALL 12x6"DIA. MJ TEE & BLOCK | 1.00 | EA | 1,200.00 | 1,200.00 | 1.00 | 1,200.00 | - | 1,200.00 | 100% | - |
| 16 | INSTALL 6"DIA. 90 DEG BEND & BLOCK | 1.00 | EA | 1,200.00 | 1,200.00 | 1.00 | 1,200.00 | - | 1,200.00 | 100% | - |
| 17 | INSTALL FIRE HYDRANT ASSEMBLY | 1.00 | EA | 9,200.00 | 9,200.00 | 1.00 | 9,200.00 | - | 9,200.00 | 100% | - |
| 18 | INSTALL 6"DIA. R.S. GATE VALVE W/ VALVE BOX | 1.00 | EA | 2,100.00 | 2,100.00 | 1.00 | 2,100.00 | - | 2,100.00 | 100% | - |
| 19 | INSTALL COVER CROP SEEDING | 1.00 | AC | 5,000.00 | 5,000.00 | 1.00 | 5,000.00 | - | 5,000.00 | 100% | - |
| 20 | CONSTRUCTION STAKING | 1.00 | ALW | 3,400.00 | 3,400.00 | 1.00 | 3,400.00 | - | 3,400.00 | 100% | - |
| 21 | TRENCH COMPACTION TESTING | 1.00 | ALW | 2,200.00 | 2,200.00 | - | - | - | - | 0% | 2,200.00 |
| Original Contract Totals | | | | | \$ 252,836.00 | | \$ 204,664.00 | \$ - | \$ 204,664.00 | 81% | \$ 48,172.00 |

Progress Estimate - Unit Price Work

Contractor's Application for Payment

| | | | |
|--------------------|---|----------------------------------|-------|
| Owner: | City of Valley, Nebraska | Owner's Project No.: | |
| Engineer: | EAGLE ENGINEERING GROUP | Engineer's Project No.: | 23-71 |
| Contractor: | NL&L Concrete | Contractor's Project No.: | |
| Project: | Valley Lakes Business Park Sanitary Sewer and Water Main Improvements | | |
| Contract: | Valley Lakes Business Park Sanitary Sewer and Water Main Improvements | | |

Application No.: 3 **Application Period:** From 07/01/26 to 12/01/26 **Application Date:** 01/06/26

| A | B | C | D | E | F | G | H | I | J | K | L |
|--|---|----------------------|-------|-----------------|--------------------------------|---|--|--|--|--------------------------------|--------------------------------|
| Bid Item No. | Description | Contract Information | | | | Work Completed | | Materials Currently Stored (not in G) (\$) | Work Completed and Materials Stored to Date (H + I) (\$) | % of Value of Item (J / F) (%) | Balance to Finish (F - J) (\$) |
| | | Item Quantity | Units | Unit Price (\$) | Value of Bid Item (C X E) (\$) | Estimated Quantity Incorporated in the Work | Value of Work Completed to Date (E X G) (\$) | | | | |
| Change Orders | | | | | | | | | | | |
| 22 | FINISH GRADING - BY DEVELOPER (DOLL CONSTRUCTION) | 1.00 | LS | (5,118.00) | (5,118.00) | 1.00 | (5,118.00) | - | (5,118.00) | 100% | - |
| 23 | INSTALL 6"DIA. 11-1/4 DEG BEND & BLOCK | 2.00 | EA | 600.00 | 1,200.00 | 2.00 | 1,200.00 | - | 1,200.00 | 100% | - |
| 24 | CHANGE ORDER NO. 1 | 1.00 | LS | (48,172.00) | (48,172.00) | | - | - | - | 0% | (48,172.00) |
| | | | | | - | | - | - | - | | - |
| Change Order Totals | | | | | \$ (52,090.00) | | \$ (3,918.00) | \$ - | \$ (3,918.00) | 8% | \$ (48,172.00) |
| Original Contract and Change Orders | | | | | | | | | | | |
| Project Totals | | | | | \$ 200,746.00 | | \$ 200,746.00 | \$ - | \$ 200,746.00 | 100% | \$ - |



BID TABULATION

| | |
|---|-------------------------------------|
| Project FY26 Water Main Replacement Various Locations | Project No. 25-56 |
| Owner CITY OF VALLEY | Bid Date: January 8, 2026 |
| Address 203 North Spruce Street Valley, NE 68064 | Time: 10:00 AM |

| BIDDER | BID AMOUNT | COMMENT |
|---------------------------------------|-------------------|-----------------|
| VRBA CONSTRUCTION | \$1,263,188.85 | |
| VAN KIRK BROS. CONTRACTING | \$1,330,738.75 | CORRECTED VALUE |
| K2 CONSTRUCTION | \$1,630,836.70 | CORRECTED VALUE |
| GENERAL EXCAVATING | \$2,063,963.47 | |
| KERSTEN CONSTRUCTION | NO BID | |
| M.E. COLLINS CONTRACTING CO., INC. | NO BID | |
| THOMPSON CONSTRUCTION INC. | NO BID | |
| | | |
| | | |
| | | |
| | | |
| | | |

BIDDING NOTES

Engineer's Opinion of Probable Construction Costs: \$1,297,000



January 7, 2026

ATTENTION: City of Valley
c/o Jacob MacDonald-Eagle Engineering

PROPOSAL: BGA 26-012-0

ENGINEER: Eagle Engineering Group
Omaha, Nebraska

PROJECT: 2026 Pump Replacements
Meigs Street, Byarsville, and Valmont Lift Stations
Valley, Nebraska

PROPOSAL

MEIGS STREET LIFT STATION

A} Two (2) Fairbanks Nijhuis Model 6” 5443 Non-Clog Centrifugal Pumping units. Each pump is rated for 2,200 gallons per minute at 95 feet Total Dynamic Head (TDH) and 81% efficiency. Units include pump, bearing frame, motor high ring base for variable speed operation, and 75 horsepower, 1800 RPM, 460 volt electric motor. Existing base and suction elbow are to be re-used. Pumps are hydraulic and dimensional duplicates of existing pumps.

BYARSVILLE LIFT STATION

B} Two (2) Fairbanks Nijhuis Model 5” 5446 Non-Clog Centrifugal Pumping units. Each pump is rated for 2,300 gallons per minute at 130 feet Total Dynamic Head (TDH) and 69% efficiency. Units include pump, bearing frame, motor high ring base for variable speed operation, and 125 horsepower, 1800 RPM, 460 volt electric motor. Existing base and suction elbow are to be re-used. Pumps are hydraulic and dimensional duplicates of existing pumps.

VALMONT LIFT STATION

C} Two (2) Smith and Loveless 4B2G Star One Flooded Suction Pumps as detailed in attached Smith and Loveless quotation BG-35153 Rev 03. Existing base and suction elbow are to be re-used. Pumps are hydraulic and dimensional duplicates of existing pumps.

Page 2
Proposal: BGA 26-012-0
2026 Pump Replacements
Meigs Street, Byarsville, and Valmont Lift Stations
Valley, Nebraska
January 7, 2026

ADDITIONAL ITEMS INCLUDED:

Submittal for Engineers' approval.
IO&M Manuals.
Freight

ITEMS NOT INCLUDED:

Sales or use taxes of any kind or type.
Installation labor, service, or supervision.
Anchor bolts, brackets, fasteners, lubricants, controls, gauges, wiring or any other item of supply unless specifically mentioned in the preceding scope of supply.

SUBMITTAL & SHIPMENT SCHEDULE:

A} B} **SUBMITTAL** data can be provided within **6-8 weeks** after receipt and acceptance of a written purchase order. **SHIPMENT** can be scheduled for **20-24 weeks** after receipt of approved submittal and written notice to proceed with manufacturing.

C} See attached **(Manufacturer) Quotation** for Submittal, Shipping, & Start-up details.

TERMS OF PAYMENT:

NET 30 DAYS, 1.5% per month late payment charge on any **unpaid balance**.

TERMS & CONDITIONS OF SALE:

Per attached **BERT GURNEY & ASSOCIATES CONDITIONS**. No monies or contingencies have been included for the acceptance of different or additional Terms & Conditions of Sale.

PRICING

Meigs Street Lift Station \$83,003.00

Byarsville Lift Station \$127,795.00

Valmont Lift Station \$ 46,811.00

Cordially yours,
GURNEY & ASSOCIATES

Chris Johnson

DOC: PROPOSALS/2026/BGA 26-012-0 Valley, NE 2026 Pump Replacements

Bert Gurney & Associates Inc.

(402) 551-7995 4428 SOUTH 108th STREET OMAHA, NE 68137 FAX (402) 553-5879
www.bgagurney.com



Smith & Loveless, Inc.

SALES AGREEMENT

Date: January 8, 2026
Project: Valley, NE (Valmont LS)
Inq #: BG-35153
Rev. 03
Existing S&L SN: RP-01066

Customer Contact:
Customer Phone:
Customer Email:

Your local Smith & Loveless Representative Contact Information:

Salesperson & Contact Phone: John Kohout (402) 551-7995
Representative Company: Bert Gurney & Associates, Inc.
Representative Email: johnk@bgagurney.com

Scope of Equipment: **Two (2) SMITH & LOVELESS® Model 4B2G STAR ONE®
Flooded Suction Complete Pumps.**

- 5 HP, 1200 RPM, 3/60/460 V, TEFC motors.
- The pump motors shall be premium efficiency and inverter ready.
- Impellers trimmed to 10 $\frac{1}{8}$ " for 300 GPM @ 40' TDH.
- The complete pump includes the motor, bronze seal housing, mechanical seal assembly, motor adapter, impeller, volute, and front head.
- Includes touch-up paint kit and installation hardware.

Price (includes freight): **\$46,811**

-MORE-



Smith & Loveless, Inc.

Page: 2 of 4
Inq: BG-35153
Rev: 02
SN: RP-01066
Location: Valley, NE (Valmont LS)

SHIPMENT: Manufacturing completion is Estimated at 16-18 Weeks from approved submittals.
SUBMITTALS: Submittal Data, if required, is estimated 4-6 Weeks after receipt of complete details at Seller's factory.
FUEL SURCHARGE: Any fuel surcharge assessed to Smith & Loveless, Inc. Shall be passed on at cost to customer.
INSTALLATION: Smith & Loveless is supplying the aforementioned items. Owner is responsible for installation, including all inspections and/or code compliance of the installation.
FREIGHT: F.O.B. Origin.
PAYMENT: All purchase orders must be made out to Smith & Loveless, Inc.
TERMS: Smith & Loveless' quotation and standard terms and conditions applies to this order and no terms set forth in buyers purchase order, acknowledgment letter or verbal communication shall control unless approved in writing by the S&L Contract Department.
TIME FRAME: Quote is good for 30 days.
EQUIPMENT: If the equipment Smith & Loveless is providing is associated with the retrofit or modification of existing equipment, field adjustments to the existing and/or new equipment may be required for correct installation.

Agreed to this ___ day of ___, 202_. Lenexa, KS. Agreed to this ___ day of ___, 202_ at

BUYER

SMITH & LOVELESS, INC.

By: _____
PRINT NAME
AUTHORIZED SIGNATURE
COMPANY NAME
ADDRESS
CITY, STATE, ZIP
PHONE

By: _____
AUTHORIZED SIGNATURE

Is this purchase tax exempt? ___ Yes ___ No
If YES, attach Sales Tax Exemption Certificate. Failure to provide tax exempt certificate prior to shipment will result in Buyer being responsible for all applicable taxes.



Smith & Loveless, Inc.

1. GENERAL A. Buyer's execution of this Agreement constitutes Buyer's offer to purchase, on the terms and conditions set forth herein, the equipment described in this agreement, and such offer is irrevocable for thirty (30) days after Buyer executes and delivers to Seller this Agreement together with all necessary engineering data and information. Prices are firm for thirty (30) days after the bid date provided a firm order is received at the factory within that time period and provided approved Submittal Data is received at the factory within forty-five (45) days from the date submittals are forwarded from the factory. In the event firm orders and Submittal Data are not received by Seller within the times set forth above, then price and delivery estimates may change due to changes in the costs of material and labor and/or factory capacity at the time when the firm orders or approved Submittal Data is received by Seller. Seller reserves the right to amend this Sales Agreement if not signed and returned within thirty (30) days from the quotation date. In the event we are unable to ship within estimated period for reasons beyond our control, including a request by the Buyer to defer shipment, the prices are subject to adjustment to those prevailing at the time of shipment.
 - B. THIS AGREEMENT IS NOT BINDING ON SELLER UNLESS SIGNED ON SELLER'S BEHALF BY AN OFFICER OR MANAGER OF SELLER.
 - C. This Agreement constitutes the entire contract between the parties with respect to said equipment (any prior agreement, representation, covenant or warranty, written or oral, being superseded hereby) and may not be amended or modified except by a written instrument duly executed by both parties, the provisions of any purchase order or other document submitted by or on behalf of Buyer to the contrary notwithstanding.
 - D. All notices hereunder are to be in writing and mailed postage prepaid to the party being notified at the address indicated in this agreement or at such other address as may be designated in writing.
 - E. Remedies provided for herein are cumulative and are in addition to all other remedies as may be available at law or in equity.
 - F. This Agreement is governed by and subject to the laws of the State of Kansas and the Buyer by executing this agreement agrees to submit to the Jurisdiction of the State of Kansas and the venue for any disputes between the parties will be in the District Court of Johnson County, Kansas, or the Federal District Court of Kansas.
2. NOTICE TO PROCEED- Return to Seller of approved Submittal Data or notification to Seller that the submission of submittals will be waived, constitutes notice to Seller to proceed with manufacture. In the event Seller does not receive approved Submittal Data within forty-five (45) days after Seller's submission of submittal data for approval, then Seller reserves the right to amend price and delivery of the equipment being sold. Final approved Submittal Data means approval by Buyer (or Buyer's representative) of Seller's Submittal Data and/or after all notations or comments have been clarified, approved and inserted into Seller's manufacturing documents at which point Sellers estimated completion schedule commences. Variations in the time Submittal Data is returned to Seller and/or Submittal Data marked approved but which contain contingencies or variations may impact the completion time of the equipment. Seller agrees to furnish only the equipment included in Seller's quotation and/or as described and modified in the Submittal Data. Approval of the Submittal Data constitutes acceptance of the equipment in the configuration described therein. If Seller is directed to change the scope of the equipment after notice to proceed to manufacture, then Seller reserves the right to amend the price and delivery of the equipment.
3. EXCUSED PERFORMANCE- Seller is not liable for any failure or delay in performance hereof, with respect to delivery or otherwise, if such failure or delay is due to any cause beyond Seller's control including, but not limited to, any Act of God, war, civil disturbance, riot, labor difficulty, factory capacity, fire, other casualty, accident or supplier's failure or inability to perform.
4. CREDIT APPROVAL- The credit terms specified herein are subject to Seller's continuing approval of Buyer's credit and if, in Seller's sole judgment, Buyer's credit or financial standing is impaired as to cause Seller to deem itself insecure, Seller may withdraw the extension of credit and require other payment terms.
5. PAYMENT- Subject only to any credit terms, which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified herein, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and Buyer's payment obligation is in no way dependent or contingent upon Buyer's receipt of payment from any other party. Any balance owed by Buyer for thirty (30) days or more after the same becomes due is subject to a 2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all damages, costs and expenses, including reasonable attorneys' fees, which Seller may incur with respect to Buyer's breach of this Sales Agreement or the collection of past due amounts from Buyer. If Buyer is in default under this or any other agreement with Seller, Seller may, at its option, defer performance hereunder until such default is cured.

14040 Santa Fe Trail Drive. Lenexa, KS 66215

P: 913.888.5201 F: 913.748.0106

www.smithandloveless.com



Smith & Loveless, Inc.

6. SECURITY INTEREST- Until all amounts due hereunder have been paid in full, Seller has a security interest in said equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of said equipment without legal process and the right to require Buyer to assemble said equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in said equipment may be perfected.
7. WARRANTY & LIABILITY- Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR DESIGN AND WHICH ARE EXPRESSLY DISCLAIMED BY SELLER. Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer. Seller is not liable in association with its warranty or in any other capacity for any consequential, incidental or liquidated damages, late fees/damages or penalties.
8. CLAIM PERIOD- Buyer shall immediately inspect said equipment upon receipt thereof and immediately notify the carrier of any damage, shortage or other nonconformance. Seller is not obligated to consider any claim for damages, shortages or non-conformance unless notified by Buyer within ten (10) days after Buyer's receipt of said equipment.
9. CANCELLATION- Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder. This cancellation charge is intended to compensate Seller for difficult-to-calculate economic losses, including but not limited to, material and labor costs, as well as loss of anticipated profits suffered due to cancellation.
10. SEVERABILITY - If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
11. STORAGE- If at such time, within or after the estimated shipment period specified herein, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is so stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 2% of the purchase price.
12. DRAWINGS, ILLUSTRATIONS AND MANUALS- Catalog and proposal drawings, bulletins, and other accompanying literature are solely for purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable. Submittal for approval, if required, will be made after receipt of complete information from Buyer. Unless otherwise specified at the time of quotation, six sets will be furnished. Additional sets are at \$25.00 per set. Installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation. If none specified, four will be provided at no added cost, with additional copies at \$50.00 each.
13. PERMITS, LICENSES- Buyer at its sole cost and expense shall obtain all building or other permits or licenses with respect to the installation and operation of said equipment required by any federal, state or local governmental body.
14. PATENT INDEMNIFICATION- Seller shall, at its own expense, defend any suit instituted against Buyer, based on any claim that equipment furnished hereunder infringes any Letters Patent of the United States, and Seller shall pay any damages assessed against Buyer in any such suit, provided that Buyer, upon service of process upon Buyer, gives to Seller notice in writing of the institution of such suit, and permits Seller, through counsel chosen by Seller, to defend the same, and gives Seller all information in Buyer's possession and reasonable assistance and authority to enable Seller so to do. Seller shall have no liability or obligation to Buyer for patent infringement resulting from compliance by Seller with written instructions or specifications of Buyer concerning the structure, operation, material, or method of making equipment furnished hereunder.



ORDER ACCEPTANCE

Acceptance of BGA Quotation # _____

▶ *Indicates Information Required prior to order processing.*

Company Name ▶ _____ Phone ▶ _____

Billing Address ▶ _____

City ▶ _____ State ▶ _____ Zip ▶ _____

Accounts Payable Contact: Name ▶ _____ Phone _____

Email Address ▶ _____

Purchase Order / Job Number ▶ _____

Order Total (*before tax*) ▶ _____

Ship to Address ▶ _____ (*Physical Address Required*)

City ▶ _____ State ▶ _____ Zip ▶ _____

Jobsite / Ship to Contact ▶ _____ Phone ▶ _____

Special Delivery Instructions: _____

On Site Delivery Date (*if applicable*) _____

Completion Date (*if applicable*) _____

Is Project Taxable: Yes No

▶ *If not taxable, please include a Tax Exemption Certificate with this form.*

I have read and accept Bert Gurney and Associates, Inc. terms and conditions:

Name ▶ _____ Date ▶ _____

Signature ▶ _____



TERMS & CONDITIONS

- {1} **BERT GURNEY & ASSOCIATES, INC.** is the "Company" and you are the "Purchaser" referred to in the terms and "**CONDITIONS**".
- {2} Purchaser's terms and conditions inconsistent with those set forth herein will not be recognized and will be of no effect unless agreed to in writing by the Company.
- {3} This proposal is limited to the quantities and items specifically mentioned and listed. The right to correct all typographical or clerical errors in prices or specifications is reserved.
- {4} Unless otherwise specified, prices are F.O.B. point of shipment and are subject to change unless orders are placed with the Company within thirty (30) days from date of Proposal.
- {5} The amount of any applicable tax or other government charge upon the production, sale, shipment and/or use of the goods covered by this proposal shall be added to the price and shall be paid by the Purchaser.
- {6} The Company reserves the right to assign to its Suppliers all or part of the material or equipment to be supplied under this proposal.
- {7} All proposals are subject to the approval of the Company and/or its Supplier.
- {8} If delivery specified herein is F.O.B. point of destination or F.O.B. point of shipment with freight allowed, the Purchaser shall pay the Company or its Supplier, in addition to the purchase price, any amount by which the freight on the goods may be increased by reason of increased freight rates between the dates of this proposal and shipment.
- {9} If shipments are delayed by the Purchaser, payment shall become due on date when the Company or its Supplier is prepared to make shipment, and Purchaser shall assume all risk and expense of storage.
- {10} The Company shall not be liable for failure to perform or delay in performing an obligation resulting from Acts of God, fires, strikes, accident, terrorism or other factors beyond reasonable control of the Company.
- {11} Without written authority to Purchaser, the Company or its Supplier will not be liable for expense of repairs made on material or equipment performed outside of Company's factory.
- {12} The Company shall not be liable for any special, indirect or consequential damage resulting in any manner from the furnishings of the equipment herein or for damages of any kind arising from the use of the equipment specified herein.
- {13} It is understood and agreed that title and right of possession to all material or equipment sold under this proposal remains with the Company or its Supplier until it has received the full price therefore, and same shall retain its characteristics as personal property regardless of its use prior to payment of the purchase price.
- {14} Terms, unless otherwise specified, are thirty (30) days net from date of invoice F.O.B. point of shipment and are not contingent on performance of equipment or materials. Payments in U.S. currency. The Company or its Suppliers may require pro rata payments for partial shipments.

FIELD SERVICE RATES

LABOR CHARGES:

- Charged on a port-to-port basis including travel time from Omaha, Nebraska.
- Rates:
 - Travel time: **\$115.00 per hour** ^{1}
 - On-site (standard) labor: **\$115.00 per hour** ^{2}
 - On-site (overtime) labor: **\$175.00 per hour** ^{2}
 - Office: **\$115.00 per hour** ^{3}

NOTES:

{1} Travel time is inclusive of mileage and meals (non-overnight).

{2} Standard time on-site labor is defined as work performed on-site between the hours of 8:00 a.m. and 5:00 p.m. Central time. On-site overtime labor is considered outside of the above-referenced hours. Parts will be billed separately.

{3} Office time will be billed for reporting, data analysis as well as preparation time.

TERMS OF PAYMENT:

NET 30 DAYS, 1.5% per month late payment charge on any **unpaid balance**.

TERMS & CONDITIONS OF SALE:

Per attached **BERT GURNEY & ASSOCIATES CONDITIONS**. No monies or contingencies have been included for the acceptance of different or additional Terms & Conditions of Sale.





westecon78@gmail.com
 (402)359-2127

Estimate

| Date | Quote | Project |
|----------|-------|---------|
| 01/09/26 | 577 | |

| Item | Description | Quantity | Cost | Total |
|---------------|---|----------|--------------|--------------------|
| 16 Electrical | Meigs Street Lift Station: Remove existing motors, pumps, and bearing frame. Install new (2) 75hp Fairbanks pumps, bearing frames, and motor high ring base. Rewire new motors. | 2 | 10,876.00 | 21,752.00 |
| 16 Electrical | Byersville Lift Station: Remove existing motors, pumps, and bearing frame. Install new (2) 75hp Fairbanks pumps, bearing frames, and motor high ring base. Rewire new motors. | 2 | 14,575.00 | 29,150.00 |
| 16 Electrical | Valmont Lift Station: Remove existing motors, pumps, and replace with new Smith and Loveless Pumps supplied by the city | 2 | 4,568.00 | 9,136.00 |
| | | | Total | \$60,038.00 |



EAGLE ENGINEERING GROUP

12100 West Center Road, Suite 803 Omaha, Nebraska 68144
(402) 399-0227 | www.eagleengineeringgroup.com

DATE: January 9, 2026

TO: Mayor and City Council
Christie Donnermeyer, City Clerk
Lori Sorensen, Treasurer
File

FROM: Gregory Perry, PE City Engineer

RE: Summary of Project Costs
Lift Station Pump Replacements
Valley, Nebraska
EEG #25-58

The City held the bid opening on Thursday, January 8, 2026 at our office for the above referenced project. The project includes replacement of pumps at Meigs Street Lift Station, Byersville Lift Station, Legacy Valley Lift Station, Valmont Lift Station No. 2, reconstruction of Ginger Woods No. 3 and adding bypass connections to Meigs Street Lift Station and Byersville Lift Station.

The work was packaged into two contracts:

- 1) Ginger Woods No. 3 and adding bypass connections to Meigs Street Lift Station and Byersville Lift Station
- 2) Pump for Legacy Valley Lift Station (1 each)

A total of one bid was received for Contract No. 1 (Ginger Woods No. 3 and adding bypass connections to Meigs Street Lift Station and Byersville Lift Station) with the apparent low bidder for the project being Vrba Construction in the amount of \$301,975. Our engineer's Opinion of Probable Construction Cost (OPC) at the time of bidding was \$270,000. A copy of the Bid Tabulation is attached.

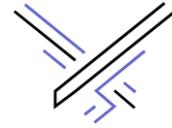
Our evaluation of the experience, reputation, and financial conditions of Vrba Construction. indicates that they are capable of completing the work required; therefore, this office recommends to the City Council that they award the construction contract to Vrba Construction in their bid amount of \$ \$301,975.

A total of one bid was received for Contract No. 2 (Legacy Valley Pump) with the apparent low bidder for the project being Vrba Construction in the amount of \$20,000. Our engineer's Opinion of Probable Construction Cost (OPC) at the time of bidding was \$18,000 to \$25,000. A copy of the Bid Tabulation is attached.

Our evaluation of the experience, reputation, and financial conditions of Vrba Construction. indicates that they are capable of completing the work required; therefore, this office recommends to the City Council that they award the construction contract to Vrba Construction in their bid amount of \$ \$301,975.

The City requested a proposal from Bert Gurney & Associates in the amount of \$257,609.00 for the six pumps total for the Meigs Street Lift Station (2 each), Byersville Lift Station (2 each) and Valmont Lift Station No. 2 (2 each)

Additionally, the City requested a proposal from West-E-Con for the pump installation, wiring, crane and hoisting and control coordination with JETCO Controls for the system integration in the amount of \$60,038.00.



Here is a summary of the project costs for the City's FY26 Budget:

| | | |
|---|-----------|-------------------|
| Vrba Construction - Contract No. 1 | \$ | 301,975.00 |
| Ginger Woods No. 3 Reconstruction | | |
| Meigs Street Lift Station - Bypass Connection | | |
| Byersville Lift Station - Bypass Connection | | |
| | | |
| Vrba Construction - Contract No. 2 | \$ | 20,000.00 |
| Legacy Valley Lift Station (1 Pump) | | |
| | | |
| Bert Gurney & Associates | \$ | 257,609.00 |
| Meigs Street Lift Station (2 Pumps) | | |
| Byersville Lift Station (2 Pumps) | | |
| Valmont No. 2 Lift Station (2 Pumps) | | |
| | | |
| West-E-Con | \$ | 60,038.00 |
| Installation, wiring, crane and hoisting, control coordination (6 pumps) | | |
| | | |
| Design Engineering | \$ | 54,720.00 |
| Construction Engineering, Contract Administration | \$ | 41,280.00 |
| | | |
| Summary of Project Costs | \$ | 735,622.00 |

The project is funded by local City wastewater revenues for the lift station maintenance projects.

We will be at the January 13th council meeting to answer any questions you may have regarding the bids received and our recommendation.

Attachment: Bid Tabulation



January 7, 2026

ATTENTION: City of Valley
c/o Jacob MacDonald-Eagle Engineering

PROPOSAL: BGA 26-012-0

ENGINEER: Eagle Engineering Group
Omaha, Nebraska

PROJECT: 2026 Pump Replacements
Meigs Street, Byarsville, and Valmont Lift Stations
Valley, Nebraska

PROPOSAL

MEIGS STREET LIFT STATION

A} Two (2) Fairbanks Nijhuis Model 6” 5443 Non-Clog Centrifugal Pumping units. Each pump is rated for 2,200 gallons per minute at 95 feet Total Dynamic Head (TDH) and 81% efficiency. Units include pump, bearing frame, motor high ring base for variable speed operation, and 75 horsepower, 1800 RPM, 460 volt electric motor. Existing base and suction elbow are to be re-used. Pumps are hydraulic and dimensional duplicates of existing pumps.

BYARSVILLE LIFT STATION

B} Two (2) Fairbanks Nijhuis Model 5” 5446 Non-Clog Centrifugal Pumping units. Each pump is rated for 2,300 gallons per minute at 130 feet Total Dynamic Head (TDH) and 69% efficiency. Units include pump, bearing frame, motor high ring base for variable speed operation, and 125 horsepower, 1800 RPM, 460 volt electric motor. Existing base and suction elbow are to be re-used. Pumps are hydraulic and dimensional duplicates of existing pumps.

VALMONT LIFT STATION

C} Two (2) Smith and Loveless 4B2G Star One Flooded Suction Pumps as detailed in attached Smith and Loveless quotation BG-35153 Rev 03. Existing base and suction elbow are to be re-used. Pumps are hydraulic and dimensional duplicates of existing pumps.

Page 2
Proposal: BGA 26-012-0
2026 Pump Replacements
Meigs Street, Byarsville, and Valmont Lift Stations
Valley, Nebraska
January 7, 2026

ADDITIONAL ITEMS INCLUDED:

Submittal for Engineers' approval.
IO&M Manuals.
Freight

ITEMS NOT INCLUDED:

Sales or use taxes of any kind or type.
Installation labor, service, or supervision.
Anchor bolts, brackets, fasteners, lubricants, controls, gauges, wiring or any other item of supply unless specifically mentioned in the preceding scope of supply.

SUBMITTAL & SHIPMENT SCHEDULE:

A} B} **SUBMITTAL** data can be provided within **6-8 weeks** after receipt and acceptance of a written purchase order. **SHIPMENT** can be scheduled for **20-24 weeks** after receipt of approved submittal and written notice to proceed with manufacturing.

C} See attached **(Manufacturer) Quotation** for Submittal, Shipping, & Start-up details.

TERMS OF PAYMENT:

NET 30 DAYS, 1.5% per month late payment charge on any **unpaid balance**.

TERMS & CONDITIONS OF SALE:

Per attached **BERT GURNEY & ASSOCIATES CONDITIONS**. No monies or contingencies have been included for the acceptance of different or additional Terms & Conditions of Sale.

PRICING

| | |
|----------------------------------|---------------------|
| Meigs Street Lift Station | \$83,003.00 |
| Byarsville Lift Station | \$127,795.00 |
| Valmont Lift Station | \$ 46,811.00 |

Cordially yours,
GURNEY & ASSOCIATES

Chris Johnson

DOC: PROPOSALS/2026/BGA 26-012-0 Valley, NE 2026 Pump Replacements

Bert Gurney & Associates Inc.

(402) 551-7995 4428 SOUTH 108th STREET OMAHA, NE 68137 FAX (402) 553-5879
www.bgagurney.com



Smith & Loveless, Inc.

SALES AGREEMENT

Date: January 8, 2026
Project: Valley, NE (Valmont LS)
Inq #: BG-35153
Rev. 03
Existing S&L SN: RP-01066

Customer Contact:
Customer Phone:
Customer Email:

Your local Smith & Loveless Representative Contact Information:

Salesperson & Contact Phone: John Kohout (402) 551-7995
Representative Company: Bert Gurney & Associates, Inc.
Representative Email: johnk@bgagurney.com

Scope of Equipment: **Two (2) SMITH & LOVELESS® Model 4B2G STAR ONE®
Flooded Suction Complete Pumps.**

- 5 HP, 1200 RPM, 3/60/460 V, TEFC motors.
- The pump motors shall be premium efficiency and inverter ready.
- Impellers trimmed to 10 $\frac{1}{8}$ " for 300 GPM @ 40' TDH.
- The complete pump includes the motor, bronze seal housing, mechanical seal assembly, motor adapter, impeller, volute, and front head.
- Includes touch-up paint kit and installation hardware.

Price (includes freight): **\$46,811**

-MORE-



Smith & Loveless, Inc.

Page: 2 of 4
Inq: BG-35153
Rev: 02
SN: RP-01066
Location: Valley, NE (Valmont LS)

SHIPMENT: Manufacturing completion is Estimated at 16-18 Weeks from approved submittals.
SUBMITTALS: Submittal Data, if required, is estimated 4-6 Weeks after receipt of complete details at Seller's factory.
FUEL SURCHARGE: Any fuel surcharge assessed to Smith & Loveless, Inc. Shall be passed on at cost to customer.
INSTALLATION: Smith & Loveless is supplying the aforementioned items. Owner is responsible for installation, including all inspections and/or code compliance of the installation.
FREIGHT: F.O.B. Origin.
PAYMENT: All purchase orders must be made out to Smith & Loveless, Inc.
TERMS: Smith & Loveless' quotation and standard terms and conditions applies to this order and no terms set forth in buyers purchase order, acknowledgment letter or verbal communication shall control unless approved in writing by the S&L Contract Department.
TIME FRAME: Quote is good for 30 days.
EQUIPMENT: If the equipment Smith & Loveless is providing is associated with the retrofit or modification of existing equipment, field adjustments to the existing and/or new equipment may be required for correct installation.

Agreed to this ___ day of ___, 202_. Lenexa, KS. Agreed to this ___ day of ___, 202_ at

BUYER

SMITH & LOVELESS, INC.

By: _____
PRINT NAME
AUTHORIZED SIGNATURE
COMPANY NAME
ADDRESS
CITY, STATE, ZIP
PHONE

By: _____
AUTHORIZED SIGNATURE

Is this purchase tax exempt? ___ Yes ___ No
If YES, attach Sales Tax Exemption Certificate. Failure to provide tax exempt certificate prior to shipment will result in Buyer being responsible for all applicable taxes.



Smith & Loveless, Inc.

1. GENERAL A. Buyer's execution of this Agreement constitutes Buyer's offer to purchase, on the terms and conditions set forth herein, the equipment described in this agreement, and such offer is irrevocable for thirty (30) days after Buyer executes and delivers to Seller this Agreement together with all necessary engineering data and information. Prices are firm for thirty (30) days after the bid date provided a firm order is received at the factory within that time period and provided approved Submittal Data is received at the factory within forty-five (45) days from the date submittals are forwarded from the factory. In the event firm orders and Submittal Data are not received by Seller within the times set forth above, then price and delivery estimates may change due to changes in the costs of material and labor and/or factory capacity at the time when the firm orders or approved Submittal Data is received by Seller. Seller reserves the right to amend this Sales Agreement if not signed and returned within thirty (30) days from the quotation date. In the event we are unable to ship within estimated period for reasons beyond our control, including a request by the Buyer to defer shipment, the prices are subject to adjustment to those prevailing at the time of shipment.
 - B. THIS AGREEMENT IS NOT BINDING ON SELLER UNLESS SIGNED ON SELLER'S BEHALF BY AN OFFICER OR MANAGER OF SELLER.
 - C. This Agreement constitutes the entire contract between the parties with respect to said equipment (any prior agreement, representation, covenant or warranty, written or oral, being superseded hereby) and may not be amended or modified except by a written instrument duly executed by both parties, the provisions of any purchase order or other document submitted by or on behalf of Buyer to the contrary notwithstanding.
 - D. All notices hereunder are to be in writing and mailed postage prepaid to the party being notified at the address indicated in this agreement or at such other address as may be designated in writing.
 - E. Remedies provided for herein are cumulative and are in addition to all other remedies as may be available at law or in equity.
 - F. This Agreement is governed by and subject to the laws of the State of Kansas and the Buyer by executing this agreement agrees to submit to the Jurisdiction of the State of Kansas and the venue for any disputes between the parties will be in the District Court of Johnson County, Kansas, or the Federal District Court of Kansas.
2. NOTICE TO PROCEED- Return to Seller of approved Submittal Data or notification to Seller that the submission of submittals will be waived, constitutes notice to Seller to proceed with manufacture. In the event Seller does not receive approved Submittal Data within forty-five (45) days after Seller's submission of submittal data for approval, then Seller reserves the right to amend price and delivery of the equipment being sold. Final approved Submittal Data means approval by Buyer (or Buyer's representative) of Seller's Submittal Data and/or after all notations or comments have been clarified, approved and inserted into Seller's manufacturing documents at which point Sellers estimated completion schedule commences. Variations in the time Submittal Data is returned to Seller and/or Submittal Data marked approved but which contain contingencies or variations may impact the completion time of the equipment. Seller agrees to furnish only the equipment included in Seller's quotation and/or as described and modified in the Submittal Data. Approval of the Submittal Data constitutes acceptance of the equipment in the configuration described therein. If Seller is directed to change the scope of the equipment after notice to proceed to manufacture, then Seller reserves the right to amend the price and delivery of the equipment.
3. EXCUSED PERFORMANCE- Seller is not liable for any failure or delay in performance hereof, with respect to delivery or otherwise, if such failure or delay is due to any cause beyond Seller's control including, but not limited to, any Act of God, war, civil disturbance, riot, labor difficulty, factory capacity, fire, other casualty, accident or supplier's failure or inability to perform.
4. CREDIT APPROVAL- The credit terms specified herein are subject to Seller's continuing approval of Buyer's credit and if, in Seller's sole judgment, Buyer's credit or financial standing is impaired as to cause Seller to deem itself insecure, Seller may withdraw the extension of credit and require other payment terms.
5. PAYMENT- Subject only to any credit terms, which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified herein, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and Buyer's payment obligation is in no way dependent or contingent upon Buyer's receipt of payment from any other party. Any balance owed by Buyer for thirty (30) days or more after the same becomes due is subject to a 2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all damages, costs and expenses, including reasonable attorneys' fees, which Seller may incur with respect to Buyer's breach of this Sales Agreement or the collection of past due amounts from Buyer. If Buyer is in default under this or any other agreement with Seller, Seller may, at its option, defer performance hereunder until such default is cured.



Smith & Loveless, Inc.

6. SECURITY INTEREST- Until all amounts due hereunder have been paid in full, Seller has a security interest in said equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of said equipment without legal process and the right to require Buyer to assemble said equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in said equipment may be perfected.
7. WARRANTY & LIABILITY- Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR DESIGN AND WHICH ARE EXPRESSLY DISCLAIMED BY SELLER. Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer. Seller is not liable in association with its warranty or in any other capacity for any consequential, incidental or liquidated damages, late fees/damages or penalties.
8. CLAIM PERIOD- Buyer shall immediately inspect said equipment upon receipt thereof and immediately notify the carrier of any damage, shortage or other nonconformance. Seller is not obligated to consider any claim for damages, shortages or non-conformance unless notified by Buyer within ten (10) days after Buyer's receipt of said equipment.
9. CANCELLATION- Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder. This cancellation charge is intended to compensate Seller for difficult-to-calculate economic losses, including but not limited to, material and labor costs, as well as loss of anticipated profits suffered due to cancellation.
10. SEVERABILITY - If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
11. STORAGE- If at such time, within or after the estimated shipment period specified herein, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is so stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 2% of the purchase price.
12. DRAWINGS, ILLUSTRATIONS AND MANUALS- Catalog and proposal drawings, bulletins, and other accompanying literature are solely for purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable. Submittal for approval, if required, will be made after receipt of complete information from Buyer. Unless otherwise specified at the time of quotation, six sets will be furnished. Additional sets are at \$25.00 per set. Installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation. If none specified, four will be provided at no added cost, with additional copies at \$50.00 each.
13. PERMITS, LICENSES- Buyer at its sole cost and expense shall obtain all building or other permits or licenses with respect to the installation and operation of said equipment required by any federal, state or local governmental body.
14. PATENT INDEMNIFICATION- Seller shall, at its own expense, defend any suit instituted against Buyer, based on any claim that equipment furnished hereunder infringes any Letters Patent of the United States, and Seller shall pay any damages assessed against Buyer in any such suit, provided that Buyer, upon service of process upon Buyer, gives to Seller notice in writing of the institution of such suit, and permits Seller, through counsel chosen by Seller, to defend the same, and gives Seller all information in Buyer's possession and reasonable assistance and authority to enable Seller so to do. Seller shall have no liability or obligation to Buyer for patent infringement resulting from compliance by Seller with written instructions or specifications of Buyer concerning the structure, operation, material, or method of making equipment furnished hereunder.



ORDER ACCEPTANCE

Acceptance of BGA Quotation # _____

▶ *Indicates Information Required prior to order processing.*

Company Name ▶ _____ Phone ▶ _____

Billing Address ▶ _____

City ▶ _____ State ▶ _____ Zip ▶ _____

Accounts Payable Contact: Name ▶ _____ Phone _____

Email Address ▶ _____

Purchase Order / Job Number ▶ _____

Order Total (*before tax*) ▶ _____

Ship to Address ▶ _____ (*Physical Address Required*)

City ▶ _____ State ▶ _____ Zip ▶ _____

Jobsite / Ship to Contact ▶ _____ Phone ▶ _____

Special Delivery Instructions: _____

On Site Delivery Date (*if applicable*) _____

Completion Date (*if applicable*) _____

Is Project Taxable: Yes No

▶ *If not taxable, please include a Tax Exemption Certificate with this form.*

I have read and accept Bert Gurney and Associates, Inc. terms and conditions:

Name ▶ _____ Date ▶ _____

Signature ▶ _____



TERMS & CONDITIONS

- {1} **BERT GURNEY & ASSOCIATES, INC.** is the "Company" and you are the "Purchaser" referred to in the terms and "**CONDITIONS**".
- {2} Purchaser's terms and conditions inconsistent with those set forth herein will not be recognized and will be of no effect unless agreed to in writing by the Company.
- {3} This proposal is limited to the quantities and items specifically mentioned and listed. The right to correct all typographical or clerical errors in prices or specifications is reserved.
- {4} Unless otherwise specified, prices are F.O.B. point of shipment and are subject to change unless orders are placed with the Company within thirty (30) days from date of Proposal.
- {5} The amount of any applicable tax or other government charge upon the production, sale, shipment and/or use of the goods covered by this proposal shall be added to the price and shall be paid by the Purchaser.
- {6} The Company reserves the right to assign to its Suppliers all or part of the material or equipment to be supplied under this proposal.
- {7} All proposals are subject to the approval of the Company and/or its Supplier.
- {8} If delivery specified herein is F.O.B. point of destination or F.O.B. point of shipment with freight allowed, the Purchaser shall pay the Company or its Supplier, in addition to the purchase price, any amount by which the freight on the goods may be increased by reason of increased freight rates between the dates of this proposal and shipment.
- {9} If shipments are delayed by the Purchaser, payment shall become due on date when the Company or its Supplier is prepared to make shipment, and Purchaser shall assume all risk and expense of storage.
- {10} The Company shall not be liable for failure to perform or delay in performing an obligation resulting from Acts of God, fires, strikes, accident, terrorism or other factors beyond reasonable control of the Company.
- {11} Without written authority to Purchaser, the Company or its Supplier will not be liable for expense of repairs made on material or equipment performed outside of Company's factory.
- {12} The Company shall not be liable for any special, indirect or consequential damage resulting in any manner from the furnishings of the equipment herein or for damages of any kind arising from the use of the equipment specified herein.
- {13} It is understood and agreed that title and right of possession to all material or equipment sold under this proposal remains with the Company or its Supplier until it has received the full price therefore, and same shall retain its characteristics as personal property regardless of its use prior to payment of the purchase price.
- {14} Terms, unless otherwise specified, are thirty (30) days net from date of invoice F.O.B. point of shipment and are not contingent on performance of equipment or materials. Payments in U.S. currency. The Company or its Suppliers may require pro rata payments for partial shipments.

FIELD SERVICE RATES

LABOR CHARGES:

- Charged on a port-to-port basis including travel time from Omaha, Nebraska.
- Rates:
 - Travel time: **\$115.00 per hour** ^{1}
 - On-site (standard) labor: **\$115.00 per hour** ^{2}
 - On-site (overtime) labor: **\$175.00 per hour** ^{2}
 - Office: **\$115.00 per hour** ^{3}

NOTES:

{1} Travel time is inclusive of mileage and meals (non-overnight).

{2} Standard time on-site labor is defined as work performed on-site between the hours of 8:00 a.m. and 5:00 p.m. Central time. On-site overtime labor is considered outside of the above-referenced hours. Parts will be billed separately.

{3} Office time will be billed for reporting, data analysis as well as preparation time.

TERMS OF PAYMENT:

NET 30 DAYS, 1.5% per month late payment charge on any **unpaid balance**.

TERMS & CONDITIONS OF SALE:

Per attached **BERT GURNEY & ASSOCIATES CONDITIONS**. No monies or contingencies have been included for the acceptance of different or additional Terms & Conditions of Sale.



westecon78@gmail.com
 (402)359-2127

Estimate

| Date | Quote | Project |
|----------|-------|---------|
| 01/09/26 | 577 | |

| Item | Description | Quantity | Cost | Total |
|---------------|---|----------|--------------|--------------------|
| 16 Electrical | Meigs Street Lift Station: Remove existing motors, pumps, and bearing frame. Install new (2) 75hp Fairbanks pumps, bearing frames, and motor high ring base. Rewire new motors. | 2 | 10,876.00 | 21,752.00 |
| 16 Electrical | Byersville Lift Station: Remove existing motors, pumps, and bearing frame. Install new (2) 75hp Fairbanks pumps, bearing frames, and motor high ring base. Rewire new motors. | 2 | 14,575.00 | 29,150.00 |
| 16 Electrical | Valmont Lift Station: Remove existing motors, pumps, and replace with new Smith and Loveless Pumps supplied by the city | 2 | 4,568.00 | 9,136.00 |
| | | | Total | \$60,038.00 |





EAGLE ENGINEERING GROUP

12100 West Center Road, Suite 803 Omaha, Nebraska 68144
(402) 399-0227 | www.eagleengineeringgroup.com

DATE: January 9, 2026

TO: Mayor and City Council
Christie Donnermeyer, City Clerk
Lori Sorensen, Treasurer
File

FROM: Gregory Perry, PE City Engineer

RE: Summary of Project Costs
Lift Station Pump Replacements
Valley, Nebraska
EEG #25-58

The City held the bid opening on Thursday, January 8, 2026 at our office for the above referenced project. The project includes replacement of pumps at Meigs Street Lift Station, Byersville Lift Station, Legacy Valley Lift Station, Valmont Lift Station No. 2, reconstruction of Ginger Woods No. 3 and adding bypass connections to Meigs Street Lift Station and Byersville Lift Station.

The work was packaged into two contracts:

- 1) Ginger Woods No. 3 and adding bypass connections to Meigs Street Lift Station and Byersville Lift Station
- 2) Pump for Legacy Valley Lift Station (1 each)

A total of one bid was received for Contract No. 1 (Ginger Woods No. 3 and adding bypass connections to Meigs Street Lift Station and Byersville Lift Station) with the apparent low bidder for the project being Vrba Construction in the amount of \$301,975. Our engineer's Opinion of Probable Construction Cost (OPC) at the time of bidding was \$270,000. A copy of the Bid Tabulation is attached.

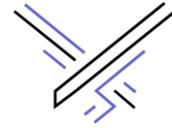
Our evaluation of the experience, reputation, and financial conditions of Vrba Construction. indicates that they are capable of completing the work required; therefore, this office recommends to the City Council that they award the construction contract to Vrba Construction in their bid amount of \$ \$301,975.

A total of one bid was received for Contract No. 2 (Legacy Valley Pump) with the apparent low bidder for the project being Vrba Construction in the amount of \$20,000. Our engineer's Opinion of Probable Construction Cost (OPC) at the time of bidding was \$18,000 to \$25,000. A copy of the Bid Tabulation is attached.

Our evaluation of the experience, reputation, and financial conditions of Vrba Construction. indicates that they are capable of completing the work required; therefore, this office recommends to the City Council that they award the construction contract to Vrba Construction in their bid amount of \$ \$301,975.

The City requested a proposal from Bert Gurney & Associates in the amount of \$257,609.00 for the six pumps total for the Meigs Street Lift Station (2 each), Byersville Lift Station (2 each) and Valmont Lift Station No. 2 (2 each)

Additionally, the City requested a proposal from West-E-Con for the pump installation, wiring, crane and hoisting and control coordination with JETCO Controls for the system integration in the amount of \$60,038.00.



Here is a summary of the project costs for the City's FY26 Budget:

| | | |
|---|-----------|-------------------|
| Vrba Construction - Contract No. 1 | \$ | 301,975.00 |
| Ginger Woods No. 3 Reconstruction | | |
| Meigs Street Lift Station - Bypass Connection | | |
| Byersville Lift Station - Bypass Connection | | |
| | | |
| Vrba Construction - Contract No. 2 | \$ | 20,000.00 |
| Legacy Valley Lift Station (1 Pump) | | |
| | | |
| Bert Gurney & Associates | \$ | 257,609.00 |
| Meigs Street Lift Station (2 Pumps) | | |
| Byersville Lift Station (2 Pumps) | | |
| Valmont No. 2 Lift Station (2 Pumps) | | |
| | | |
| West-E-Con | \$ | 60,038.00 |
| Installation, wiring, crane and hoisting, control coordination (6 pumps) | | |
| | | |
| Design Engineering | \$ | 54,720.00 |
| Construction Engineering, Contract Administration | \$ | 41,280.00 |
| | | |
| Summary of Project Costs | \$ | 735,622.00 |

The project is funded by local City wastewater revenues for the lift station maintenance projects.

We will be at the January 13th council meeting to answer any questions you may have regarding the bids received and our recommendation.

Attachment: Bid Tabulation



BID TABULATION

| | |
|--|-------------------------------------|
| Project Lift Station Pump Replacements Various Locations | Project No. 25-58 |
| Owner CITY OF VALLEY | Bid Date: January 8, 2026 |
| Address 203 North Spruce Street Valley, NE 68064 | Time: 10:00 AM |

| BIDDER | CONTRACT NO. 1 | CONTRACT NO. 2 | COMMENT |
|---------------------------------|----------------|----------------|---------|
| VRBA CONSTRUCTION | \$301,975.00 | \$20,000.00 | |
| VAN KIRK BROS. CONTRACTING | No Bid | No Bid | |
| JUDDS BROS. CONSTRUCTION CO. | No Bid | No Bid | |
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BIDDING NOTES

Engineer's Opinion of Probable Construction Costs: \$300,000





EAGLE ENGINEERING GROUP

12100 West Center Road, Suite 803 Omaha, Nebraska 68144
(402) 399-0227 | www.eagleengineeringgroup.com

DATE: January 9, 2026

TO: Mayor and City Council
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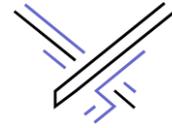
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| | | |
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| | | |
| Bert Gurney & Associates | \$ | 257,609.00 |
| Meigs Street Lift Station (2 Pumps) | | |
| Byersville Lift Station (2 Pumps) | | |
| Valmont No. 2 Lift Station (2 Pumps) | | |
| | | |
| West-E-Con | \$ | 60,038.00 |
| Installation, wiring, crane and hoisting, control coordination (6 pumps) | | |
| | | |
| Design Engineering | \$ | 54,720.00 |
| Construction Engineering, Contract Administration | \$ | 41,280.00 |
| | | |
| Summary of Project Costs | \$ | 735,622.00 |

The project is funded by local City wastewater revenues for the lift station maintenance projects.

We will be at the January 13th council meeting to answer any questions you may have regarding the bids received and our recommendation.

Attachment: Bid Tabulation



January 7, 2026

ATTENTION: City of Valley
c/o Jacob MacDonald-Eagle Engineering

PROPOSAL: BGA 26-012-0

ENGINEER: Eagle Engineering Group
Omaha, Nebraska

PROJECT: 2026 Pump Replacements
Meigs Street, Byarsville, and Valmont Lift Stations
Valley, Nebraska

PROPOSAL

MEIGS STREET LIFT STATION

A} Two (2) Fairbanks Nijhuis Model 6” 5443 Non-Clog Centrifugal Pumping units. Each pump is rated for 2,200 gallons per minute at 95 feet Total Dynamic Head (TDH) and 81% efficiency. Units include pump, bearing frame, motor high ring base for variable speed operation, and 75 horsepower, 1800 RPM, 460 volt electric motor. Existing base and suction elbow are to be re-used. Pumps are hydraulic and dimensional duplicates of existing pumps.

BYARSVILLE LIFT STATION

B} Two (2) Fairbanks Nijhuis Model 5” 5446 Non-Clog Centrifugal Pumping units. Each pump is rated for 2,300 gallons per minute at 130 feet Total Dynamic Head (TDH) and 69% efficiency. Units include pump, bearing frame, motor high ring base for variable speed operation, and 125 horsepower, 1800 RPM, 460 volt electric motor. Existing base and suction elbow are to be re-used. Pumps are hydraulic and dimensional duplicates of existing pumps.

VALMONT LIFT STATION

C} Two (2) Smith and Loveless 4B2G Star One Flooded Suction Pumps as detailed in attached Smith and Loveless quotation BG-35153 Rev 03. Existing base and suction elbow are to be re-used. Pumps are hydraulic and dimensional duplicates of existing pumps.

Page 2
Proposal: BGA 26-012-0
2026 Pump Replacements
Meigs Street, Byarsville, and Valmont Lift Stations
Valley, Nebraska
January 7, 2026

ADDITIONAL ITEMS INCLUDED:

Submittal for Engineers' approval.
IO&M Manuals.
Freight

ITEMS NOT INCLUDED:

Sales or use taxes of any kind or type.
Installation labor, service, or supervision.
Anchor bolts, brackets, fasteners, lubricants, controls, gauges, wiring or any other item of supply unless specifically mentioned in the preceding scope of supply.

SUBMITTAL & SHIPMENT SCHEDULE:

A} B} **SUBMITTAL** data can be provided within **6-8 weeks** after receipt and acceptance of a written purchase order. **SHIPMENT** can be scheduled for **20-24 weeks** after receipt of approved submittal and written notice to proceed with manufacturing.

C} See attached **(Manufacturer) Quotation** for Submittal, Shipping, & Start-up details.

TERMS OF PAYMENT:

NET 30 DAYS, 1.5% per month late payment charge on any **unpaid balance**.

TERMS & CONDITIONS OF SALE:

Per attached **BERT GURNEY & ASSOCIATES CONDITIONS**. No monies or contingencies have been included for the acceptance of different or additional Terms & Conditions of Sale.

PRICING

Meigs Street Lift Station \$83,003.00

Byarsville Lift Station \$127,795.00

Valmont Lift Station \$ 46,811.00

Cordially yours,
GURNEY & ASSOCIATES

Chris Johnson

DOC: PROPOSALS/2026/BGA 26-012-0 Valley, NE 2026 Pump Replacements

Bert Gurney & Associates Inc.

(402) 551-7995 4428 SOUTH 108th STREET OMAHA, NE 68137 FAX (402) 553-5879
www.bgagurney.com



Smith & Loveless, Inc.

SALES AGREEMENT

Date: January 8, 2026
Project: Valley, NE (Valmont LS)
Inq #: BG-35153
Rev. 03
Existing S&L SN: RP-01066

Customer Contact:
Customer Phone:
Customer Email:

Your local Smith & Loveless Representative Contact Information:

Salesperson & Contact Phone: John Kohout (402) 551-7995
Representative Company: Bert Gurney & Associates, Inc.
Representative Email: johnk@bgagurney.com

Scope of Equipment: **Two (2) SMITH & LOVELESS® Model 4B2G STAR ONE®
Flooded Suction Complete Pumps.**

- 5 HP, 1200 RPM, 3/60/460 V, TEFC motors.
- The pump motors shall be premium efficiency and inverter ready.
- Impellers trimmed to 10 $\frac{1}{8}$ " for 300 GPM @ 40' TDH.
- The complete pump includes the motor, bronze seal housing, mechanical seal assembly, motor adapter, impeller, volute, and front head.
- Includes touch-up paint kit and installation hardware.

Price (includes freight): **\$46,811**

-MORE-



Smith & Loveless, Inc.

Page: 2 of 4
Inq: BG-35153
Rev: 02
SN: RP-01066
Location: Valley, NE (Valmont LS)

SHIPMENT: Manufacturing completion is Estimated at 16-18 Weeks from approved submittals.
SUBMITTALS: Submittal Data, if required, is estimated 4-6 Weeks after receipt of complete details at Seller's factory.
FUEL SURCHARGE: Any fuel surcharge assessed to Smith & Loveless, Inc. Shall be passed on at cost to customer.
INSTALLATION: Smith & Loveless is supplying the aforementioned items. Owner is responsible for installation, including all inspections and/or code compliance of the installation.
FREIGHT: F.O.B. Origin.
PAYMENT: All purchase orders must be made out to Smith & Loveless, Inc.
TERMS: Smith & Loveless' quotation and standard terms and conditions applies to this order and no terms set forth in buyers purchase order, acknowledgment letter or verbal communication shall control unless approved in writing by the S&L Contract Department.
TIME FRAME: Quote is good for 30 days.
EQUIPMENT: If the equipment Smith & Loveless is providing is associated with the retrofit or modification of existing equipment, field adjustments to the existing and/or new equipment may be required for correct installation.

Agreed to this ___ day of ___, 202_. Lenexa, KS. Agreed to this ___ day of ___, 202_ at

BUYER

SMITH & LOVELESS, INC.

By: _____
PRINT NAME
AUTHORIZED SIGNATURE
COMPANY NAME
ADDRESS
CITY, STATE, ZIP
PHONE

By: _____
AUTHORIZED SIGNATURE

Is this purchase tax exempt? ___ Yes ___ No
If YES, attach Sales Tax Exemption Certificate. Failure to provide tax exempt certificate prior to shipment will result in Buyer being responsible for all applicable taxes.



Smith & Loveless, Inc.

1. GENERAL A. Buyer's execution of this Agreement constitutes Buyer's offer to purchase, on the terms and conditions set forth herein, the equipment described in this agreement, and such offer is irrevocable for thirty (30) days after Buyer executes and delivers to Seller this Agreement together with all necessary engineering data and information. Prices are firm for thirty (30) days after the bid date provided a firm order is received at the factory within that time period and provided approved Submittal Data is received at the factory within forty-five (45) days from the date submittals are forwarded from the factory. In the event firm orders and Submittal Data are not received by Seller within the times set forth above, then price and delivery estimates may change due to changes in the costs of material and labor and/or factory capacity at the time when the firm orders or approved Submittal Data is received by Seller. Seller reserves the right to amend this Sales Agreement if not signed and returned within thirty (30) days from the quotation date. In the event we are unable to ship within estimated period for reasons beyond our control, including a request by the Buyer to defer shipment, the prices are subject to adjustment to those prevailing at the time of shipment.
 - B. THIS AGREEMENT IS NOT BINDING ON SELLER UNLESS SIGNED ON SELLER'S BEHALF BY AN OFFICER OR MANAGER OF SELLER.
 - C. This Agreement constitutes the entire contract between the parties with respect to said equipment (any prior agreement, representation, covenant or warranty, written or oral, being superseded hereby) and may not be amended or modified except by a written instrument duly executed by both parties, the provisions of any purchase order or other document submitted by or on behalf of Buyer to the contrary notwithstanding.
 - D. All notices hereunder are to be in writing and mailed postage prepaid to the party being notified at the address indicated in this agreement or at such other address as may be designated in writing.
 - E. Remedies provided for herein are cumulative and are in addition to all other remedies as may be available at law or in equity.
 - F. This Agreement is governed by and subject to the laws of the State of Kansas and the Buyer by executing this agreement agrees to submit to the Jurisdiction of the State of Kansas and the venue for any disputes between the parties will be in the District Court of Johnson County, Kansas, or the Federal District Court of Kansas.
2. NOTICE TO PROCEED- Return to Seller of approved Submittal Data or notification to Seller that the submission of submittals will be waived, constitutes notice to Seller to proceed with manufacture. In the event Seller does not receive approved Submittal Data within forty-five (45) days after Seller's submission of submittal data for approval, then Seller reserves the right to amend price and delivery of the equipment being sold. Final approved Submittal Data means approval by Buyer (or Buyer's representative) of Seller's Submittal Data and/or after all notations or comments have been clarified, approved and inserted into Seller's manufacturing documents at which point Sellers estimated completion schedule commences. Variations in the time Submittal Data is returned to Seller and/or Submittal Data marked approved but which contain contingencies or variations may impact the completion time of the equipment. Seller agrees to furnish only the equipment included in Seller's quotation and/or as described and modified in the Submittal Data. Approval of the Submittal Data constitutes acceptance of the equipment in the configuration described therein. If Seller is directed to change the scope of the equipment after notice to proceed to manufacture, then Seller reserves the right to amend the price and delivery of the equipment.
3. EXCUSED PERFORMANCE- Seller is not liable for any failure or delay in performance hereof, with respect to delivery or otherwise, if such failure or delay is due to any cause beyond Seller's control including, but not limited to, any Act of God, war, civil disturbance, riot, labor difficulty, factory capacity, fire, other casualty, accident or supplier's failure or inability to perform.
4. CREDIT APPROVAL- The credit terms specified herein are subject to Seller's continuing approval of Buyer's credit and if, in Seller's sole judgment, Buyer's credit or financial standing is impaired as to cause Seller to deem itself insecure, Seller may withdraw the extension of credit and require other payment terms.
5. PAYMENT- Subject only to any credit terms, which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified herein, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and Buyer's payment obligation is in no way dependent or contingent upon Buyer's receipt of payment from any other party. Any balance owed by Buyer for thirty (30) days or more after the same becomes due is subject to a 2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all damages, costs and expenses, including reasonable attorneys' fees, which Seller may incur with respect to Buyer's breach of this Sales Agreement or the collection of past due amounts from Buyer. If Buyer is in default under this or any other agreement with Seller, Seller may, at its option, defer performance hereunder until such default is cured.



Smith & Loveless, Inc.

6. SECURITY INTEREST- Until all amounts due hereunder have been paid in full, Seller has a security interest in said equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of said equipment without legal process and the right to require Buyer to assemble said equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in said equipment may be perfected.
7. WARRANTY & LIABILITY- Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR DESIGN AND WHICH ARE EXPRESSLY DISCLAIMED BY SELLER. Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer. Seller is not liable in association with its warranty or in any other capacity for any consequential, incidental or liquidated damages, late fees/damages or penalties.
8. CLAIM PERIOD- Buyer shall immediately inspect said equipment upon receipt thereof and immediately notify the carrier of any damage, shortage or other nonconformance. Seller is not obligated to consider any claim for damages, shortages or non-conformance unless notified by Buyer within ten (10) days after Buyer's receipt of said equipment.
9. CANCELLATION- Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder. This cancellation charge is intended to compensate Seller for difficult-to-calculate economic losses, including but not limited to, material and labor costs, as well as loss of anticipated profits suffered due to cancellation.
10. SEVERABILITY - If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
11. STORAGE- If at such time, within or after the estimated shipment period specified herein, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is so stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 2% of the purchase price.
12. DRAWINGS, ILLUSTRATIONS AND MANUALS- Catalog and proposal drawings, bulletins, and other accompanying literature are solely for purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable. Submittal for approval, if required, will be made after receipt of complete information from Buyer. Unless otherwise specified at the time of quotation, six sets will be furnished. Additional sets are at \$25.00 per set. Installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation. If none specified, four will be provided at no added cost, with additional copies at \$50.00 each.
13. PERMITS, LICENSES- Buyer at its sole cost and expense shall obtain all building or other permits or licenses with respect to the installation and operation of said equipment required by any federal, state or local governmental body.
14. PATENT INDEMNIFICATION- Seller shall, at its own expense, defend any suit instituted against Buyer, based on any claim that equipment furnished hereunder infringes any Letters Patent of the United States, and Seller shall pay any damages assessed against Buyer in any such suit, provided that Buyer, upon service of process upon Buyer, gives to Seller notice in writing of the institution of such suit, and permits Seller, through counsel chosen by Seller, to defend the same, and gives Seller all information in Buyer's possession and reasonable assistance and authority to enable Seller so to do. Seller shall have no liability or obligation to Buyer for patent infringement resulting from compliance by Seller with written instructions or specifications of Buyer concerning the structure, operation, material, or method of making equipment furnished hereunder.



ORDER ACCEPTANCE

Acceptance of BGA Quotation # _____

▶ Indicates Information Required prior to order processing.

Company Name ▶ _____ Phone ▶ _____

Billing Address ▶ _____

City ▶ _____ State ▶ _____ Zip ▶ _____

Accounts Payable Contact: Name ▶ _____ Phone _____

Email Address ▶ _____

Purchase Order / Job Number ▶ _____

Order Total (before tax) ▶ _____

Ship to Address ▶ _____ (Physical Address Required)

City ▶ _____ State ▶ _____ Zip ▶ _____

Jobsite / Ship to Contact ▶ _____ Phone ▶ _____

Special Delivery Instructions: _____

On Site Delivery Date (if applicable) _____

Completion Date (if applicable) _____

Is Project Taxable: Yes No

▶ If not taxable, please include a Tax Exemption Certificate with this form.

I have read and accept Bert Gurney and Associates, Inc. terms and conditions:

Name ▶ _____ Date ▶ _____

Signature ▶ _____



TERMS & CONDITIONS

- {1} **BERT GURNEY & ASSOCIATES, INC.** is the "Company" and you are the "Purchaser" referred to in the terms and "**CONDITIONS**".
- {2} Purchaser's terms and conditions inconsistent with those set forth herein will not be recognized and will be of no effect unless agreed to in writing by the Company.
- {3} This proposal is limited to the quantities and items specifically mentioned and listed. The right to correct all typographical or clerical errors in prices or specifications is reserved.
- {4} Unless otherwise specified, prices are F.O.B. point of shipment and are subject to change unless orders are placed with the Company within thirty (30) days from date of Proposal.
- {5} The amount of any applicable tax or other government charge upon the production, sale, shipment and/or use of the goods covered by this proposal shall be added to the price and shall be paid by the Purchaser.
- {6} The Company reserves the right to assign to its Suppliers all or part of the material or equipment to be supplied under this proposal.
- {7} All proposals are subject to the approval of the Company and/or its Supplier.
- {8} If delivery specified herein is F.O.B. point of destination or F.O.B. point of shipment with freight allowed, the Purchaser shall pay the Company or its Supplier, in addition to the purchase price, any amount by which the freight on the goods may be increased by reason of increased freight rates between the dates of this proposal and shipment.
- {9} If shipments are delayed by the Purchaser, payment shall become due on date when the Company or its Supplier is prepared to make shipment, and Purchaser shall assume all risk and expense of storage.
- {10} The Company shall not be liable for failure to perform or delay in performing an obligation resulting from Acts of God, fires, strikes, accident, terrorism or other factors beyond reasonable control of the Company.
- {11} Without written authority to Purchaser, the Company or its Supplier will not be liable for expense of repairs made on material or equipment performed outside of Company's factory.
- {12} The Company shall not be liable for any special, indirect or consequential damage resulting in any manner from the furnishings of the equipment herein or for damages of any kind arising from the use of the equipment specified herein.
- {13} It is understood and agreed that title and right of possession to all material or equipment sold under this proposal remains with the Company or its Supplier until it has received the full price therefore, and same shall retain its characteristics as personal property regardless of its use prior to payment of the purchase price.
- {14} Terms, unless otherwise specified, are thirty (30) days net from date of invoice F.O.B. point of shipment and are not contingent on performance of equipment or materials. Payments in U.S. currency. The Company or its Suppliers may require pro rata payments for partial shipments.



FIELD SERVICE RATES

LABOR CHARGES:

- Charged on a port-to-port basis including travel time from Omaha, Nebraska.
- Rates:
 - Travel time: **\$115.00 per hour** ^{1}
 - On-site (standard) labor: **\$115.00 per hour** ^{2}
 - On-site (overtime) labor: **\$175.00 per hour** ^{2}
 - Office: **\$115.00 per hour** ^{3}

NOTES:

{1} Travel time is inclusive of mileage and meals (non-overnight).

{2} Standard time on-site labor is defined as work performed on-site between the hours of 8:00 a.m. and 5:00 p.m. Central time. On-site overtime labor is considered outside of the above-referenced hours. Parts will be billed separately.

{3} Office time will be billed for reporting, data analysis as well as preparation time.

TERMS OF PAYMENT:

NET 30 DAYS, 1.5% per month late payment charge on any unpaid balance.

TERMS & CONDITIONS OF SALE:

Per attached **BERT GURNEY & ASSOCIATES CONDITIONS**. No monies or contingencies have been included for the acceptance of different or additional Terms & Conditions of Sale.





westecon78@gmail.com
 (402)359-2127

Estimate

| Date | Quote | Project |
|----------|-------|---------|
| 01/09/26 | 577 | |

| Item | Description | Quantity | Cost | Total |
|---------------|---|----------|--------------|--------------------|
| 16 Electrical | Meigs Street Lift Station: Remove existing motors, pumps, and bearing frame. Install new (2) 75hp Fairbanks pumps, bearing frames, and motor high ring base. Rewire new motors. | 2 | 10,876.00 | 21,752.00 |
| 16 Electrical | Byersville Lift Station: Remove existing motors, pumps, and bearing frame. Install new (2) 75hp Fairbanks pumps, bearing frames, and motor high ring base. Rewire new motors. | 2 | 14,575.00 | 29,150.00 |
| 16 Electrical | Valmont Lift Station: Remove existing motors, pumps, and replace with new Smith and Loveless Pumps supplied by the city | 2 | 4,568.00 | 9,136.00 |
| | | | Total | \$60,038.00 |