

**AGENDA**  
**VALLEY CITY COUNCIL**  
Tuesday, June 11, 2024  
City Hall  
203 North Spruce  
Valley, NE 68064  
7:00 PM

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

At this time, any individual may speak on any issues not on the agenda or on any agenda items that do not include public hearings. Comments are limited to three minutes for each individual. Visitors may state their comments and should not expect the Council to engage in back-and-forth dialogue regarding the comments. Unless an agenda item includes a public hearing, no visitors may speak during the business portion of the meeting.

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. Accept Minutes

7.B. Accept Treasurer's Report

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

7.D. Accept May Payroll \$103,914.37  
IRA \$3,985.63

7.E. Accept May Keno Receipts \$7,760.43

7.F. Accept PeopleService Inc., Report

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.G. Accept Community Development Authority May 14, 2024, minutes.
- 7.H. Accept May Cemetery Board Minutes
- 7.I. Accept March 14, 2024 Library Board Minutes
- 7.J. Accept May Library Statistics
8. **Erickson & Brooks - acceptance and approval of Erickson & Brooks services for 2024-25 budget preparation**
  9. **Chief of Police - approval and appointment of Bobby Martinez as Chief of Police**
  10. **Eric Gottuso - Valley Shores - approve request for closure of 218th Street for Kids Independence Day Parade at 9:30 a.m. to 11:00 a.m. and close same street for a fireworks display at dusk.**
  11. **Rich Hudson - Mallard Landing -**
    - **approve request for permission for fireworks display on July 6 and street closure of Taylor Circle down North 269th to Ruggles, from Ruggles picking back up on N. 269th then turning East on Manderson Street and ending at 267th Circle. The fireworks display would start at approximately 10:00 p.m.**
    - **approve a community parade with street closures on Saturday, July 6, 2024. Closure of Taylor Circle down North 269th to Ruggles, from Ruggles picking back up on N. 269th then turning East on Manderson Street and ending at 267th Circle. Street closure times for parade would be 9:00 a.m. to 12:00 p.m.**
  12. **Ginger Cove - Patty O'Connor approval of street closure of Ginger Cove Road from the Entrance to Peppermill Point on July 4 from 9:45 a.m. to 10:30 a.m. for parade.**
  13. **Jim Thiessen JR - Rerouting of 270th & W Maple Road - Request to stop current replatting of this road from continuing.**
  14. **Spruce Street Tavern - Special Designated Liquor License during Valley Days on August 9 and 10, 2024.**
  15. **Historical Society**
    - **Approval for music on museum grounds on June 28, 2024.**
    - **Special Designated Liquor License for music in the park.**
  16. **Creative Planning - approve Schedule C - GASB 87 Consulting & Compliance request**
  17. **OSC Valley Meigs 1, LLC c/o Access Property Management (Valley Landing) - approval of amendment to Future Land Use Map.**

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- **Review**
  - **Open Public Hearing**
  - **Close Public Hearing**
  - **Ordinance No. 812**
18. **Ordinance No. 813 - allowing expansion of existing non-conforming uses, adding floodplain development ordinances regarding outdoor storage, and amending R-2/R-3 zoning.**
- **Review**
  - **Open Public Hearing**
  - **Close Public Hearing**
  - **Ordinance No. 813**
19. **Resolution 2024-35 - Approval of Master Agreement for Communications Cable and Facilities in Public Rights of Way.**
20. **PeopleService - update**
21. **Olmsted & Perry - Water Improvement Projects**
- 21.A. **Backwash Waste Recovery Project**
- 21.A.1. Council consideration and action to approve Application for Payment No. 8 from Neuvirth Construction in the amount of \$61,077.54 for final work on the contract.
- 21.A.2. Council consideration and action to prove Application for Payment No. 9 from Neuvirth Construction in the amount of \$60,253.78 for release of retainage on the contract.
- 21.A.3. Closeout of the Project - Council consideration and action to accept the Certificate of Substantial Completion, Affidavit of Payment of Debts and Claims, and Consent of Surety Company to final payment.
- 21.B. Update on all water projects
22. **City Engineer**
- 22.A. **Maple Road & 270th Street HMA Overlay & Ginger Woods HMA Base Widening & Overlay - Western Engineering Company Inc.**
- 22.A.1. **Resolution No. 2024-36** Council consideration and action to approve Contractor's Application for Payment No. 1 in the amount of \$88,470.00

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22.B. **Resolution No. 2024-37** - Stillwater Phase 2 Street Paving Improvements - Council consideration and action to approve reimbursement for engineering fees in the amount of \$3,329.13.

22.C. Other/Miscellaneous

- Ginger Cove Lift Station No. 3 Upgrades
- Val-haven (Southwest No. 2) and Ginger Woods No. 2 Lift Station Improvements
- FY Concrete Street Repairs
- Meigs Street Dowel Bar Retrofitting and Diamond Grinding

23. **City Attorney**

24. **Mayor's Report**

25. **Upcoming Items**

- **Planning Commission Meeting - Tuesday, June 18th at 4:30 PM**
- **Valley Days Planning Meeting - Tuesday, June 18th at 6 PM**

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.

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**NOTICE OF MEETING  
CITY OF VALLEY  
TUESDAY, JUNE 11, 2024, AT 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, June 11, 2024, at 7:00 p.m. at Valley City Hall.

Public Hearings will be held for the purpose of hearing testimony on the following:

1. **OSC Valley Meigs 1, LLC c/o Access Property Management (Valley Landing):**
  - Consideration of amendment to Future Land Use Map
2. **Consideration of Amendments to Zoning Regulations:**
  - Amend Section 4.18.01 to address existing non-conforming uses.
  - Amend Provisions of R-2 and R-3 Zoning
  - Amend Section 5.21.07 to address outdoor storage in floodplain.

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

Christie Donnermeyer, City Clerk

6/3

ZNEZ

# THE DAILY RECORD OF OMAHA

JASON W. HUFF, Publisher  
**PROOF OF PUBLICATION**

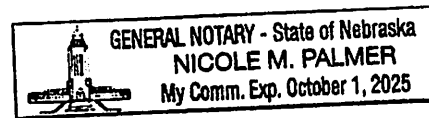
UNITED STATES OF AMERICA,  
The State of Nebraska,  
District of Nebraska,  
County of Douglas,  
City of Omaha

} ss.

JASON W. HUFF and/or JOSIE CHARRON, 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:

6/3/24

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



Publisher's Fee \$32.00

*Jason W Huff*

Additional Copies \$ \_\_\_\_\_

Subscribed in my presence and sworn to before me this JUNE 03 2024

Filing Fee \$ \_\_\_\_\_

Total \$32.00

*Nicole M Palmer*

Notary Public in and for Douglas County, State of Nebraska

MINUTES  
REGULAR MEETING  
May 14, 2024

**1 and 2. Roll Call and Call to Order** Mayor Grove called the meeting to order at 7:00 p.m. Present were Mayor Grove; council members, Batcher, Lewis, TenEyck, and Ueckert. Also present: City Attorney Andrea Griffin, Interim City Administrator Dave Ptak, Clerk Christie Donnermeyer, Treasurer Lori Sorensen, Building Inspector Rune van den Boogaart, Public Works Superintendent Doug Eggen.

Mayor Grove 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.**

Patricia Kojedcki – 116 E Whittingham St. – wanted to know the status of the petition.

**6. Approval of Agenda** Council member Batcher moved to approve the agenda. Lewis seconded. YES: Batcher, Lewis, TenEyck and Ueckert. NO: no one. Motion carried.

**7. Consent Agenda** Council member Batcher moved to approve the consent agenda. Lewis seconded. Batcher, TenEyck, Lewis, and Ueckert voted YES. NO; no one. Motion carried. Items on the consent agenda were: Treasurer's Report, April/May Payroll \$129,694.43 & IRA \$13,999.69; Keno Receipts \$7,709.44; PeopleService Report, April Library statistics; Reappointment of Betty Wilmer to the Cemetery Board, following bills: Services/Utilities/Insurance/Memberships: Accufund 312.00; Advanced Heating 160.50; AFLAC 04.70; Amazon Business 793.30; American Legal Pub 745.00; Baker & Taylor 460.69; Bamboo 356.93; BCBS 12419.17; Black Hills Energy 806.07; Cox Business 525.27; Durham Museum 200.00; Eagle Engineer 89094.18; Elkhorn Auto 1218.79; Everetts Auto 289.95; Farnham & Griffin 5114.00; First Book 138.45; First Neb 2614.56; FiveNines 7148.81; Fontenelle Forest 300.00; Fremont Dept Utilities 44912.57; Great Plains Comm 940.88; Gretna Small Engine 12.82; JEO Consulting 24688.75; Morgan White 1302.26; Municipal Code Services 300.00; Olmsted & Perry 28378.57; Omaha Childrens Museum 208.33; One Office Solution 409.70; OPPD 15745.90; PeopleService 33485.00; Scholastic Inc 184.60; The Daily Record 797.95; Thomson Reuters-West 179.97; Verizon 846.04; Vrba Const 8205.00; Xpress Bill Pay 592.27; Supplies/Equipment: Ace Outdoor Parts 205.95; All Flags 504.08; Alcohol Counter measure Sys 129.80; Aqua-Chem 3730.53; Bomgaars 319.98; Bound to Stay Bound 89.53; Cappel Auto 122.53; Cintas 346.73; Core & Main 5818.96; Cornhusker State Ind 116.20; Datashield Corp 1095.00; DEMCO 164.28; Diamond Vogel 377.95; Dicks Valley Market 13.77; Douglas County Environ 4215.00; Eakes Office Solutions 340.31; Great Plains Uniforms 1485.57; Helena Agri-Ent LLC 1435.95; Host Coffee 202.79; IBTS 150.00; Iowa Pump Works 1037.16; Jetco 1458.86; JD's Car Wash 114.75; Jones Auto 15912.13; Knight's Mobile Detailing 250.00; Kriz-Maw 2150.00; Lincoln Winwater Works 770.82; Love's 1871.67; Menards-Elkhorn 147.38; Menards-Fremont 1048.24; Michael Matzen 1035.00; Midwest Alarm 1863.90; Nebraska Sweeping 3800.97; OPPD 15745.90; Pioneer Underground Sprinkler 640.00; Publication Printing 148.30; Rolloffs 190.00; S Wiekhorst 14725.00; Stanzel's Mow & Snow 2575.00; Trekk Design 4817.50; UNL Market Place

100.00; USPS 568.18; Valley Ace 708.97; Waste Connections 279.06; Bond/TIF Payments: FNB/bond 5962.50; FNB/bond 5962.50, Bluewater TIF 379599.43; Mallard TIF 125403.51; Reimburse/Refund: Brown, E 150.00; Charles Thomas Homes 1000.00; Charles Thomas Homes 150.00; Curt Hofer & Assoc 1000.00; Colony Homes 1000.00; Hempel, M. 25.00; Midwest Dwellings 106.65; Prairie Homes 1000.00; Ptak, D 240.18; Smith, Brett 77.58; Van den Boogaart, R 89.96.

**8. Friends of the Valley Public Library** – Sami Stewart requested closure of 2<sup>nd</sup> Steet for Summer reading kickoff party. Council member Lewis moved to approve the closure as presented. TenEyck seconded. YES: Batcher, Lewis, TenEyck and Ueckert. NO: no one. Motion carried.

**9. Valley Fire Department** – Vince Sunde requested street closure June 9, 2024 11:00 a.m. to 4:00 p.m. of West Church St. between Locust St. and Walnut St. to create additional space for Summer Open House event. Council member Lewis moved to approve the closure as presented. Ueckert seconded. YES: Batcher, Lewis, TenEyck, and Ueckert. NO: no one. Motion carried.

Mayor Grove turned the meeting over to John Batcher for the next agenda item due to her interest in the Valley Days Foundation.

**10. Valley Days Foundation** - Angela Exstrom presented a sponsorship request proposal of \$5,000.00 along with a request to hold the Host Culpepper & Merriweather Circus in the City Park on July 24, 2024, from 5:00 p.m. to 7:30 p.m. Set up on July 23 and tear down on July 25. Council member Lewis moved to approve the requests as presented. Ueckert seconded. YES: Batcher, Lewis, TenEyck, and Ueckert. NO: no one. Motion carried.

**11. Station to Station Run** - Tristan Nelson requested approval of run scheduled for October 19, 2024. Council member Lewis moved to approve the requests as presented. TenEyck seconded. YES: Batcher, Lewis, TenEyck, and Ueckert. NO: no one. Motion carried.

**12. Waterloo-Valley Recreation Association** - Jamie Jorgensen request to rename Legion Field to Chris Frank Field, Frost Family Stadium. Council member Lewis moved to approve the request as presented. Ueckert seconded. YES: Batcher, Lewis, TenEyck and Ueckert. NO: no one. Motion carried. The Mayor then read the Proclamation changing the Legion Field to the Chris Frank Field, Frost Family Stadium.

**13. Ginger Cove Common Area Company** – Patty O’Connor requested closure of the Ginger Cove entrance on July 3, 2024, from 10:00 a.m. to 11:00 p.m. for their annual fireworks show. Council member Batcher moved to approve the requests as presented. Ueckert seconded. YES: Batcher, Lewis, TenEyck, and Ueckert. NO: no one. Motion carried.

**14. Valley Community Historical Society** – Lease Agreement. Council member Lewis moved to approve the Lease Agreement for the property located next to the City Park. TenEyck seconded. YES: Batcher, Lewis, TenEyck, and Ueckert. NO: no one. Motion carried.

**15. Valley Community Historical Society** - Wendy Deane requested permission to have music in the City Park and permission to obtain a BYBO liquor license. After discussion, the Council advised that they are open to considering the idea but will require that the Valley Community Historical Society Board of Directors put forth a more formal proposal before taking action on any such request.

**16. Proclamations** – Mayor Grove read the following Proclamations: Peace Officer’s Memorial Day and National Police Week; International Building Safety Month.

**17. Ordinance No. 809** – an amendment to Ordinance No. 799 relating to the salaries of the employees of the City of Valley. AN ORDINANCE OF THE CITY OF VALLEY, NEBRASKA, TO AMEND ORDINANCE NO. 799 RELATING TO THE SALARIES OF THE EMPLOYEES OF THE CITY OF VALLEY, NEBRASKA; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH. Council Member TenEyck moved to introduction Ordinance No. 809 on the first reading. Lewis seconded. YES: Batcher, Lewis, TenEyck, and Ueckert: NO: no one. Motion carried. Said Ordinance was then read by title and thereafter TenEyck moved that the statutory rule requiring reading on three different days be suspended. Council member Lewis seconded the motion to suspend the rule and the following council members voted YES: Batcher, Lewis, TenEyck, and Ueckert. NO: no one. The motion to suspend the rule was adopted and the statutory rule was declared suspended for the consideration of said Ordinance. The Mayor then declared the Ordinance adopted. A true, correct, and complete copy of said Ordinance is on file at City Hall.

**18. Shums Coda** – Building Code Adoption Consulting proposal. Building Inspector requested approval of the proposal. Council member Batcher moved to approve the proposal as presented. TenEyck seconded. YES: Batcher, Lewis, TenEyck, and Ueckert. NO: no one. Motion carried.

**19. City Park Phase 1 Renovation** - Advertising for bids. Council member Batcher moved to have the park renovation phase 1 advertised for bid. TenEyck seconded. YES: Batcher, TenEyck, and Ueckert. NO: Lewis. Motion carried.

**20. Valley Lakes Business Park** – Predevelopment Cost Agreement - Council member Batcher moved to approve the predevelopment cost agreement as presented. Ueckert seconded. YES: Batcher, Lewis, TenEyck, and Ueckert. NO: no one. Motion carried.

**21. Valley Landing** - preliminary plat. Council member Batcher moved to approve the preliminary plat as presented. TenEyck seconded. YES: Batcher, Lewis, TenEyck, and Ueckert. NO: no one. Motion carried.

**22. Valley Landing** - Predevelopment Cost Agreement - Council member TenEyck moved to approve the predevelopment cost agreement as presented. Batcher seconded. YES: Batcher, Lewis, TenEyck, and Ueckert. NO: no one. Motion carried.

**23. Ordinance No. 810 Black Hills Energy Franchise Agreement and Ordinance No. 811 franchise fee on natural gas companies.** Ordinance No. 810 AN ORDINANCE GRANTING BLACK HILLS NEBRASKA GAS, LLC D/B/A BLACK HILLS ENERGY, A DELAWARE CORPORATION, ITS LESSEES, SUCCESSORS AND ASSIGNS, A NATURAL GAS FRANCHISE AND THE AUTHORITY TO CONSTRUCT, OPERATE, MAINTAIN, AND EXTEND A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM, AND GRANTING THE RIGHT TO USE THE STREETS, ALLEYS, AND OTHER PUBLIC PLACES WITHIN THE PRESENT OR FUTURE CORPORATE LIMITS OF THE CITY OF VALLEY, NEBRASKA. Ordinance No. 811 AN ORDINANCE ESTABLISHING A FRANCHISE FEE ON NATURAL GAS COMPANIES OPERATING IN THE CITY OF VALLEY, NEBRASKA. Council Member Lewis moved to introduction Ordinance No.

810 and Ordinance No. 811 on the first reading. Ueckert seconded. YES: Batcher, Lewis, TenEyck, and Ueckert: NO: no one. Motion carried. Said Ordinances were then read by title and thereafter Lewis moved that the statutory rule requiring reading on three different days be suspended. Council member TenEyck seconded the motion to suspend the rule and the following council members voted YES: Batcher, Lewis, TenEyck, and Ueckert. NO: no one. The motion to suspend the rule was adopted and the statutory rule was declared suspended for the consideration of said Ordinances. The Mayor then declared the Ordinances adopted. A true, correct, and complete copy of said Ordinances are on file at City Hall.

**24. Bland & Associates** – revised agreement. Council member Lewis moved to approve the revised agreement as presented. Batcher seconded. YES: Batcher, Lewis, TenEyck, and Ueckert. NO: no one. Motion carried.

**25. LIGHT** – medical insurance premium increase. Council member TenEyck moved to approve the premium increase of 9% as presented. Lewis seconded. YES: Batcher, Lewis, TenEyck, and Ueckert. NO: no one. Motion carried.

**26. Conditional Use Permit** - quarry for sand and gravel extraction. Council member TenEyck moved for passage of Resolution No. 2024-33. Lewis seconded. YES: Batcher, Lewis, TenEyck, and Ueckert: NO: no one. Motion carried. A true, correct, and complete copy of said Resolution is on file at City Hall.

**27. Conditional Use Permit** - erect temporary asphalt plant with material piles. Mayor Grove opened the public hearing. No one spoke. Mayor Grove closed the public hearing. - Council member Batcher moved for passage of Resolution No. 2024-34. TenEyck seconded. YES: Batcher, Lewis, TenEyck, and Ueckert: NO: no one. Motion carried. A true, correct, and complete copy of said Resolution is on file at City Hall.

Mayor Grove missed opening the public hearing on agenda item No. 26. At this point, she opened the public hearing. No one spoke. Mayor Grove closed the public hearing.

**28. PeopleService** – Mike Adair gave updates on the schedule for the ice pigging and will provide as much advance notice as possible.

**29. Olmsted & Perry** - Water Improvement Projects. Jim Olmsted, special engineer on Water Projects gave an update on the following projects: New Well, Backwash Recovery, Chemical Feed, Filter Media, and Repainting of the Water Tank; future closeout schedule, changes, and State inspections.

Council member TenEyck moved to approve Change Order No. 4 in the amount of \$6,592.69 for the addition of a second chlorine day tank and scale. Lewis seconded. YES: Batcher, TenEyck, Lewis, and Ueckert. NO: no one. Motion carried.

Council member Lewis moved for passage of Resolution No. 2024-27 authorizing the payment of \$25,712.94 to Neuvirth Construction for chemical feed equipment. Ueckert seconded. YES: Batcher, Lewis, TenEyck and Ueckert: NO: no one. Motion carried. A true, correct, and complete copy of said Resolution is on file at City Hall.

Council member Batcher moved to accept the Certification of Substantial Completion, Affidavit of Payment of debts and claims, and Consent of Surety Company to final payment. Lewis seconded. YES: Batcher, Lewis, TenEyck and Ueckert: NO: no one. Motion carried.

Council member Lewis moved to approve Change Order No. 2 in the amount of \$50,294.91 for conversion of the work directive changes and miscellaneous items. TenEyck seconded. YES: Batcher, TenEyck, Lewis, and Ueckert. NO: no one. Motion carried.

Council member Lewis moved for passage of Resolution No. 2024-28 authorizing the payment of \$118,982.99 to Neuvirth Construction for backwash waste recovery. TenEyck seconded. YES: Batcher, Lewis, TenEyck and Ueckert: NO: no one. Motion carried. A true, correct, and complete copy of said Resolution is on file at City Hall.

Council member Lewis moved to approve Change Order No. 3 in the amount of \$11,278.44 for the addition of a variable frequency drive to backwash waste pump number 1. TenEyck seconded. YES: Batcher, TenEyck, Lewis, and Ueckert. NO: no one. Motion carried.

Council member Lewis moved to approve Change Order No. 3 in the amount of \$7,650.00 for the additional work to repair deteriorated steel plates in the bottom of the water tower. TenEyck seconded. YES: Batcher, TenEyck, Lewis, and Ueckert. NO: no one. Motion carried.

Council member Lewis moved for passage of Resolution No. 2024-29 authorizing the payment of \$85,592.33 to Onyx for painting. TenEyck seconded. YES: Batcher, Lewis, TenEyck and Ueckert: NO: no one. Motion carried. A true, correct, and complete copy of said Resolution is on file at City Hall.

**30. City Engineer** Greg Perry reviewed ongoing projects.

Council member TenEyck moved to approve Change Order No. 1 (final) in the decreased amount of \$12,296.40 for water main, sanitary sewer and street paving improvements Stillwater Phase 1. Batcher seconded. YES: Batcher, TenEyck, Lewis, and Ueckert. NO: no one. Motion carried.

Council member Batcher moved for passage of Resolution No. 2024-30 authorizing United Republic Bank to disburse to Vrba Construction Inc. the amount of \$202,349.22 for Stillwater Lake Phase 1 paving and storm sewer improvements and to the City of Valley in the amount of \$1,474.89 for Stillwater Lake Phase 1 engineer fees. TenEyck seconded. YES: Batcher, TenEyck and Ueckert. NO: Lewis. Motion carried. A true, correct, and complete copy of said Resolution is on file at City Hall.

Council member TenEyck moved for passage of Resolution No. 2024-31 authorizing United Republic Bank to disburse to NL&L Concrete the amount of \$72,768.37 for Stillwater Lake Phase 1 street paving and to the City of Valley in the amount of \$1,525.59 for engineer fees. Batcher seconded. YES: TenEyck, Batcher and Ueckert. NO: Lewis. Motion carried. A true, correct, and complete copy of said Resolution is on file at City Hall.

Council member TenEyck moved for passage of Resolution No. 2024-32 authorizing United Republic Bank to disburse to NL&L Concrete the amount of \$268,146.02 for Stillwater Lake Phase 2 street paving and to the City of Valley in the amount of \$16,168.48 for engineer fees. Batcher

seconded. YES: TenEyck, Batcher and Ueckert. NO: Lewis. Motion carried. A true, correct, and complete copy of said Resolution is on file at City Hall.

Council member Batcher moved to approve the proposal from Titus Wastewater Solutions for odor equipment in the amount of \$46,200.00 as presented. TenEyck seconded. YES: Batcher, Lewis, TenEyck, and Ueckert. NO: no one. Motion carried.

Council member Lewis moved to approve the proposal from American Pipe Solutions for ice pigging water mains in the amount of \$52,770.00 as presented. TenEyck seconded. YES: Batcher, Lewis, TenEyck, and Ueckert. NO: no one. Motion carried.

Status and updates were given on the following projects: Ginger Cove Lift Station No. 3, Val-haven (Southwest No. 2), FY24 concrete street repairs; Maple Road & 27<sup>th</sup> Street HMA overlay and Ginger Woods HMA base widening & overlay, Meigs Street dowel bar retrofitting and diamond grinding, Valley Lakes Business Park, and Valley Landing.


21. **City Attorney** Andrea Griffin reviewed ongoing projects.

22. **Mayor's Report** Mayor Grove reported on the following: working on audit and accounting entries, K-9 Sonic has been moved to Mike Hempel and will be training in June.

23. **Upcoming Items** Planning Commission: May 21, 2024; Valley Days Planning meeting May 21, 2024.

The meeting was adjourned at 8:32 p.m.

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

  
\_\_\_\_\_  
Christie Donnermeyer, City Clerk

City of Valley  
Treasurer's Report  
May 2024

	<u>Dept</u>	Cash Balance 4/30/2024	Net Income or (Loss)	Fund 3 Withholdings	Balance 5/31/2024	Outstanding Checks	Balance 5/31/2024	Investments 5/31/2024
<b>General - Fund 1</b>		\$1,353,512.35	(\$501,772.61)		851,739.74	(\$24,456.58)	\$827,283.16	\$14,510.64
General MM		\$259,781.92	\$146.20				\$259,928.12	
Pines Assessments		\$312,138.64	\$711.08				\$312,849.72	
<b>Bond - Fund 2</b>	021	\$281,201.19	\$65,475.71				\$346,676.90	
C D A	001	\$48,846.39	\$197.85				\$49,044.24	
		\$2,255,480.49	(\$435,241.77)	\$0.00	\$0.00		\$1,795,782.14	

City of Valley  
Pooled Cash  
Proprietary Funds

<b>Funds</b>	<u>Dept</u>	Cash Balance 4/30/2024	Net Income or (Loss)	Fund 3 Withholdings	Interfund Transfers	Cash Balance 5/31/2024	Investments 5/31/2024
Water/Waste - Fund	024	\$2,693,505.50	(\$110,862.64)			\$2,582,642.86	\$9,627.14
Cap. Facility Chg.	024	\$1,983,839.43	\$11,387.10			\$1,995,226.53	
		\$4,677,344.93		\$0.00	\$0.00	\$4,577,869.39	
	<u>Dept</u>	Cash Balance 4/30/2024	Net Income or (Loss)	Fund 3 Withholdings	Interfund Transfers	Cash Balance 5/31/2024	
<b>Fund 4</b>							
Nursing Home	050	\$933,028.71	\$13,709.69			\$946,738.40	
<b>Fund 8</b>							
Keno	056	\$308,187.88	\$5,435.14			\$313,623.02	
<b>Fund 10</b>							
Sales Tax	058	\$4,488,768.12	\$172,322.46			\$4,661,090.58	
<b>ARPA</b>							
		\$293,399.78	\$292.97			\$293,692.75	
		\$6,023,384.49	\$191,760.26	\$0.00	\$0.00	\$6,215,144.75	
<b>Total All Funds</b>		<b>\$12,956,209.91</b>	<b>(\$243,481.51)</b>	<b>\$0.00</b>		<b>\$12,588,796.28</b>	<b>\$24,137.78</b>

**City of Valley  
Summary of Bills by Type**

<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
<b>&lt;none&gt;</b>		
<b>2175001 YMCA OF GREATER OMAHA</b>		
5/01/2024	MEMBERSHIP	60.00
<b>Total 2175001 YMCA OF GREATER OMAHA</b>		<b>60.00</b>
<b>Total &lt;none&gt;</b>		<b>60.00</b>
<b>Bill / Invoice</b>		
<b>02 WIESE PLUMBING &amp; EXCAVATING INC</b>		
6/02/2024 25943	URINAL PLUGGED MENS	229.25
<b>Total 02 WIESE PLUMBING &amp; EXCAVATING INC</b>		<b>229.25</b>
<b>035184 Amazon Business</b>		
5/20/2024 1TP9-6GQ1-R64Q	PLASTIC TABLE COVER ROLLS WASHABLE PAINT STICKS PAINT FOR KIDS PLASTIC COVER ROLL	236.65
5/20/2024 1FKN-PR9K-LQJ9	SUPERIOR EVIDENCE BAG PROPERTY BAG	31.73
5/21/2024 147G-YGJF-3MH6	GLOW IN THE DARK GLASS MARBLES & STORAGE ART & CRAFT KIT FOR KIDS ART PROJECTS FOR KIDS	136.91

5/28/2024	1N1Y-GGPK-D3R9	2 PK POWER STRIP SURGE PROTECTOR	397.97
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<b>Total 035184 Amazon Business</b>			<b>803.26</b>
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**0355 INTERSTATE ALL BATTERY CENTER**

5/21/2024	1.9249E+12	PORTABLE RADIO BATTERIES	504.50
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<b>Total 0355 INTERSTATE ALL BATTERY CENTER</b>			<b>504.50</b>
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**1000112 BOUND TO STAY BOUND**

3/19/2024	218912	BOOKS	73.63
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3/26/2024	219418	BOOKS	252.23
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3/26/2024	219493	BOOKS	216.40
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5/02/2024	221871	BOOKS	79.82
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<b>Total 1000112 BOUND TO STAY BOUND</b>			<b>622.08</b>
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**1000144 RETIREMENT PLAN CONSULTANTS LLC**

5/31/2024		IRA contribution payroll 05/31/2024	5,103.72
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<b>Total 1000144 RETIREMENT PLAN CONSULTANTS LLC</b>			<b>5,103.72</b>
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**1000156 Creative Planning**

5/31/2024	1232013	BANK RECON	15,177.50
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		ADDITIONAL GL WORK	
		AUDITOR/TREAS FIELD WORK	

<b>Total 1000156 Creative Planning</b>			<b>15,177.50</b>
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**1000179 KNIGHT'S MOBILE DETAILING**

5/22/2024		POLICE CAR CLEANING	250.00
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<b>Total 1000179 KNIGHT'S MOBILE DETAILING</b>			<b>250.00</b>
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**1000181 WASTE MANAGEMENT OF NEBRASKA, INC.**

5/16/2024	0002063-2809-8	STREET SWEEPING DISPOSAL	194.99
<b>Total 1000181 WASTE MANAGEMENT OF NEBRASKA, INC.</b>			<b>194.99</b>

<b>1000193 ONE OFFICE SOLUTION</b>			
5/29/2024	563913-00	INK, PBASE VISION, HI YIELD	197.83
<b>Total 1000193 ONE OFFICE SOLUTION</b>			<b>197.83</b>

<b>1000196 FP FINANCE PROGRAM</b>			
5/08/2024	36533514	A5 POSTAGE EQUIPMENT	291.95
<b>Total 1000196 FP FINANCE PROGRAM</b>			<b>291.95</b>

<b>1000201 BLAND &amp; ASSOCIATES</b>			
5/15/2024	506164/507238/508055	2023 AUDIT & SINGLE FEDERAL AUDIT	47,000.00
		506164 - 25,200	
		507238- 16,800	
		508055 - 5,000	
<b>Total 1000201 BLAND &amp; ASSOCIATES</b>			<b>47,000.00</b>

<b>1000202 NEBRASKA WATER RESOURCES ASSOCIATION</b>			
5/10/2024	24-212	MEMBERSHIP RENEWAL	105.00
<b>Total 1000202 NEBRASKA WATER RESOURCES ASSOCIATION</b>			<b>105.00</b>

<b>1000205 Digital Ally</b>			
5/13/2024	1125879	DASH CAMS	1,600.00
<b>Total 1000205 Digital Ally</b>			<b>1,600.00</b>

<b>1000212 Plymouth Rocket, Inc.</b>			
4/25/2024	2444	MUSEUM PASS RESERVATION	675.00
<b>Total 1000212 Plymouth Rocket, Inc.</b>			<b>675.00</b>

<b>1000213 Association for Rural &amp; Small Libraries</b>			
5/13/2024	71991	MEMBERSHIP JOIN SINGLE EMPLOYEE	75.00
<b>Total 1000213 Association for Rural &amp; Small Libraries</b>			<b>75.00</b>
<b>1008 Johnson Controls Fire Protection</b>			
5/17/2024	51932605	EXTINGUISHER INSPECTION	680.00
<b>Total 1008 Johnson Controls Fire Protection</b>			<b>680.00</b>
<b>103 ACCUFUND</b>			
5/13/2024	20241439	ONLINE SERVICE 7/1/24-9/30/24	2,385.00
<b>Total 103 ACCUFUND</b>			<b>2,385.00</b>
<b>104 Aqua-Chem</b>			
4/30/2024	204911	HYPOCHLORITE SOLUTIONS	787.50
5/15/2024	204972	CHEMICALS	1,853.15
		TEST KIT	
5/29/2024	205339	HYPOCHLORITE SOLUTIONS	1,363.50
<b>Total 104 Aqua-Chem</b>			<b>4,004.15</b>
<b>11190 Eakes Office Solutions</b>			
5/02/2024	8932446-0	TONER,PAPER,BINDER CLIPS,MARKERS	118.97
		PENS	
5/07/2024	551318	CITY HALL COPIER	333.94
5/20/2024	8941671-0	ADHESIVE NOTES,CANNED DUSTER, PAPER	163.10
		MARKER, TAPE CARTRIDGE	
5/28/2024	8941671-1	CARTRIDGE TAPE	49.06
<b>Total 11190 Eakes Office Solutions</b>			<b>665.07</b>
<b>1203 CAPPEL AUTO SUPPLY</b>			
5/31/2024	169414	POOL - PX RIGHT STUFF	17.69

5/31/2024 169409	OIL FILTER	12.99
<b>Total 1203 CAPPEL AUTO SUPPLY</b>		<b>30.68</b>
<b>12100 Eagle Engineering Group LLC</b>		
6/04/2024 2234	GENERAL - 1050.00 SEWER - 218.75 WATER - 350.00 STREETS - 175.00 ZONING - 131.25 PLANNING MTG - 218.75 MILEAGE - 128.64	2,272.39
6/04/2024 2232	WATER TREATMENT PLANT EXPANSION	39,055.00
6/04/2024 2231	MEIGS ST DIAMOND GRINDING	1,920.12
6/04/2024 2230	CENTER ST & MAPLE ST ASPHALT RESURFACING	14,058.41
6/04/2024 2233	GINGER WOODS RD ASPHALT PAVEMENT WIDENING	1,090.00
<b>Total 12100 Eagle Engineering Group LLC</b>		<b>58,395.92</b>
<b>1216 Lien Termite &amp; Pest Control</b>		
5/30/2024 425886	PEST CONTROL	92.00
<b>Total 1216 Lien Termite &amp; Pest Control</b>		<b>92.00</b>
<b>1223 JONES AUTOMOTIVE</b>		
5/17/2024 2-59759	DIAMOND BASE W/1" BALL 9/16" DBL SCKT SHRT ARM	42.82
<b>Total 1223 JONES AUTOMOTIVE</b>		<b>42.82</b>
<b>1313 Michael Matzen</b>		
6/02/2024 7	OFFICE, POLICE & LIBRARY CLEANING	1,035.00
<b>Total 1313 Michael Matzen</b>		<b>1,035.00</b>
<b>1318 MENARDS - ELKHORN</b>		
6/04/2024 96332	BRASS QC FEMALE THREAD	4.89
<b>Total 1318 MENARDS - ELKHORN</b>		<b>4.89</b>

<b>1328 Michael Todd Industrial Supply</b>			
5/13/2024 214428	ADOPT A ROAD - KENO		656.50
	2-LB/FT GREEN U-CHANNEL POST		
<b>Total 1328 Michael Todd Industrial Supply</b>			<b>656.50</b>
<b>1411 TREKK Design Group LLC</b>			
1/24/2024 23-001872	BEAVER IN GINGER WOODS		500.00
	12-098 Valley Misc. Project		
<b>Total 1411 TREKK Design Group LLC</b>			<b>500.00</b>
<b>1463 NE Child Support Payment Center</b>			
5/31/2024	Child support payment 05/31/2024 payroll		498.46
<b>Total 1463 NE Child Support Payment Center</b>			<b>498.46</b>
<b>1470 NEUVIRTH CONSTRUCTION INC.</b>			
2/28/2024 1023 -1	VALLEY BACKWASH RECOVERY		265,721.26
3/06/2024 0823-1	VALLEY FILTER MEDIA REPLACEMENT		17,458.41
<b>Total 1470 NEUVIRTH CONSTRUCTION INC.</b>			<b>283,179.67</b>
<b>1505 Olmsted &amp; Perry Consulting Engineers Inc.</b>			
6/05/2024 10-23-45	BACKWASH WASTER RECOVERY SYSTEM		6,681.05
6/05/2024 04-24-03	WATER FUNDING ADMIN. SERVICES		3,112.71
<b>Total 1505 Olmsted &amp; Perry Consulting Engineers Inc.</b>			<b>9,793.76</b>
<b>152 JOHN DEERE FINANCIAL</b>			
4/29/2024 3821288	2019 JD 6110M		815.44
<b>Total 152 JOHN DEERE FINANCIAL</b>			<b>815.44</b>

**15335 DOUGLAS COUNTY ENVIRONMENTAL**

6/01/2024 MAY 2024	ELECTRICAL & BUILDING INSPECTIONS	4,128.00
	ELEC PLAN REVIEW	
	COMM PLAN REVIEW	
<b>Total 15335 DOUGLAS COUNTY ENVIRONMENTAL</b>		<b>4,128.00</b>
<b>1617 PEOPLESERVICE INC</b>		
5/15/2024 PS-INV104805	WATER/WATEWATER MONTHLY SERVICE-JUNE	33,485.00
<b>Total 1617 PEOPLESERVICE INC</b>		<b>33,485.00</b>
<b>178 Collaborative Summer Library Program</b>		
3/11/2024 W00299202	BOOK	12.48
<b>Total 178 Collaborative Summer Library Program</b>		<b>12.48</b>
<b>1819 DOUGLAS COUNTY TREASURER</b>		
5/09/2024 52584	MAINTENANCE NETMOTION	506.00
	LICENSE FEE	
<b>Total 1819 DOUGLAS COUNTY TREASURER</b>		<b>506.00</b>
<b>186 First Nebraska Bank (Brainard)</b>		
6/04/2024 186	NURSING HOME BOND PAYMET #186	5,942.50
<b>Total 186 First Nebraska Bank (Brainard)</b>		<b>5,942.50</b>
<b>1932 AFLAC</b>		
5/12/2024 19912	EMPLOYEE INSURANCE	1,208.88
<b>Total 1932 AFLAC</b>		<b>1,208.88</b>
<b>1937 JEO CONSULTING</b>		
5/13/2024 150517	SURVEY,DESIGNS,PERMITTING, BIDDING & CONSTRUCTION	28,500.00
<b>Total 1937 JEO CONSULTING</b>		<b>28,500.00</b>

**2019902 The Daily Record**

5/16/2024 163426	CITY PARK PHASE 1 RENOVATIONS	86.54
5/28/2024 163739	ORDINANCE 810	32.67
5/28/2024 163740	ORDINANCE 811	27.33
5/28/2024 163738	ORDINANCE 809	30.67
5/29/2024 163763	PLANNING COMMISSION	103.33

**Total 2019902 The Daily Record****280.54****2020002 FIRST NEBRASKA BANK**

4/03/2024 101761924	BLDG INSPECTOR - RES PLANS EXAMINER	240.00
5/01/2024 40920781	PTAK	131.64
	MOTEL 4/30-5/1	
5/01/2024 4/16	PTAK	125.36
	MOTEL	
5/07/2024 72497	PTAK MOTEL ROOM	249.26
	5/7/24	
5/13/2024 CS2233	POOL	129.45
	PRE-TILE REPAIR MORTAR 40LBS	
5/15/2024	LIBRARY	102.13
	SUMMER READING SUPPLIES	
5/20/2024	BLDG INSPECTOR - TRAINING	27.15
5/21/2024 850155641	PTAK ONLINE LAW LIBRARY	199.26
5/28/2024 C120210975	POLICE	439.07
	AED PADS	
5/29/2024	LIBRARY	19.64
	PLAYDAY BUBBLE BLAST	
	SIDEWALK CHALK	
	SNACKS	
6/07/2024	LIBRARY - ALA MEMBERSHIP	96.00
6/07/2024	POLICE	19.95
	COMPUTER SOFTWARE	
6/07/2024 80161067	PTAK - HOTEL ROOM	271.80
	5/14/-5-16	

6/07/2024	PTAK MOTEL ROOM	271.80
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5/21-5/23

6/07/2024	MAYOR OMAHA WORLD HERALD	34.99
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<b>Total 2020002 FIRST NEBRASKA BANK</b>		<b>2,357.50</b>
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**203 FIRST STATE NEBRASKA BANK**

6/04/2024 119	BOND PAYMENT 119	5,942.50
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NURSING HOME

<b>Total 203 FIRST STATE NEBRASKA BANK</b>		<b>5,942.50</b>
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**2058 GREAT PLAINS COMMUNICATIONS**

6/01/2024	JUNE SERVICE AGREEMENT - PHONES / INTERNET	938.36
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<b>Total 2058 GREAT PLAINS COMMUNICATIONS</b>		<b>938.36</b>
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**207702 EVERETT'S AUTO REPAIR**

4/01/2024 40033	REPLACE LEFT HEADLIGHT BULB	69.29
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4/11/2024 40064	TIRE REPAIR 2019 CHARGER	40.00
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5/09/2024 40120	TEST & REPLACE RADIATOR	446.08
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<b>Total 207702 EVERETT'S AUTO REPAIR</b>		<b>555.37</b>
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**208 Publication Printing**

6/06/2024 624043	ABANDONED VEHICLE NOTICE	148.40
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<b>Total 208 Publication Printing</b>		<b>148.40</b>
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**2103 United States Postal Service Postmaster**

5/31/2024	JUNE WATER BILLS	371.49
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5/31/2024	JUNE WATER BILLS	371.49
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6/03/2024	WATER DEPT ANNUAL PO BOX FEE	84.00
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<b>Total 2103 United States Postal Service Postmaster</b>		<b>826.98</b>
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**2127505 JANOVSKY, SHARON**

6/04/2024	FLOWERS FOR ARBORETUM	54.19
<b>Total 2127505 JANOVSKY, SHARON</b>		<b>54.19</b>

<b>2147 MUTUAL OF OMAHA PAYMENT PROCESSING CENTER</b>		
5/21/2024 1708843389	EMPLOYEE INSURANCE	1,433.03
<b>Total 2147 MUTUAL OF OMAHA PAYMENT PROCESSING CENTER</b>		<b>1,433.03</b>

<b>2176400 JD'S CAR WASH &amp; DETAILING LLC</b>		
5/31/2024	POLICE CAR WASH	179.35
<b>Total 2176400 JD'S CAR WASH &amp; DETAILING LLC</b>		<b>179.35</b>

<b>220 Farnham &amp; Griffin, P.C., L.L.O.</b>		
6/03/2024	GENERAL- 4514.00 WELTON- 444.12	7,933.12
	264TH & MEIGS - 1750.00 STILLWATER - 227.50	
	DEEMER - 87.50 VALLEY LAKES - 157.50	
	EAA - 752.50	
<b>Total 220 Farnham &amp; Griffin, P.C., L.L.O.</b>		<b>7,933.12</b>

<b>2240 VRBA Construction</b>		
10/11/2023 1231	116 REICHMUTH RD	7,272.50
3/07/2024 1299	2021 GINGER COVE RD	2,145.00
3/11/2024 4102024	GINGER COVE RD	2,650.00
3/15/2024 1302	BLUEWATER #4 LIFT STATION	3,059.70
4/07/2024 1301	16 GINGER COVE RD	3,480.00
5/22/2024 1313	303 SPRUCE ST	2,817.14
<b>Total 2240 VRBA Construction</b>		<b>21,424.34</b>

<b>27576 UEBBERRHEIN, JOHN C</b>		
5/17/2024 30080	PLANTS FOR OUTSIDE POLICE STATION	53.50
<b>Total 27576 UEBBERRHEIN, JOHN C</b>		<b>53.50</b>

<b>277930 Baker &amp; Taylor</b>			
2/27/2024	2038128164	BOOKS	350.72
3/01/2024	2038136933	BOOKS	475.75
3/25/2024	2038183096	BOOKS	472.01
3/25/2024	2038183096	BOOKS	226.89
3/27/2024	2038190488	BOOKS	515.62
4/30/2024	2038264767	BOOKS	672.47
<b>Total 277930 Baker &amp; Taylor</b>			<b>2,713.46</b>
<b>28330 Core &amp; Main</b>			
5/22/2024	U931462	SENSUS SUPPORT WALKBY/DRIVEBY	2,600.00
5/23/2024	U941328	IPERL METERS	14,160.00
<b>Total 28330 Core &amp; Main</b>			<b>16,760.00</b>
<b>28563 Evoqua Water Technologies LLC</b>			
5/15/2024	906467712	BIOXIDE-AQ	16,338.00
<b>Total 28563 Evoqua Water Technologies LLC</b>			<b>16,338.00</b>
<b>2961 CenturyLink</b>			
5/24/2024		POOL PHONE	63.33
<b>Total 2961 CenturyLink</b>			<b>63.33</b>
<b>3065 OPPD</b>			
6/04/2024		OPPD	16,240.65
<b>Total 3065 OPPD</b>			<b>16,240.65</b>
<b>4126 BISHOP BUSINESS</b>			
5/24/2024	LF9001134	SCANNING SERVICE	3,070.50
<b>Total 4126 BISHOP BUSINESS</b>			<b>3,070.50</b>

<b>4218000 MIDWEST DWELLINGS LLC</b>			
5/28/2024 R-049-23	PERMIT REFUND 5408 N 284TH CIR		1,000.00
<b>Total 4218000 MIDWEST DWELLINGS LLC</b>			<b>1,000.00</b>
<b>4308 GREAT PLAINS UNIFORMS</b>			
5/13/2024 32736-1	HEMPEL - TROUSERS,CARGO PANTS SHIRTS,PATCHES		736.74
6/05/2024 232860	BADGES FOR PART TIME OFFICERS		672.00
<b>Total 4308 GREAT PLAINS UNIFORMS</b>			<b>1,408.74</b>
<b>4420 Ciaccio Roofing</b>			
5/14/2024 65834	WATER TREATMENT PLANT BUILDING REPAIR & MAINTENANCE		906.70
<b>Total 4420 Ciaccio Roofing</b>			<b>906.70</b>
<b>45507 Barco Municipal Products Inc</b>			
5/31/2024 IN-249208	12 -BARRICADES		804.00
<b>Total 45507 Barco Municipal Products Inc</b>			<b>804.00</b>
<b>6000 Granicus</b>			
3/02/2024 234444	SMARTGOV		8,003.00
<b>Total 6000 Granicus</b>			<b>8,003.00</b>
<b>6049300 WALVOORD, JARED</b>			
5/16/2024	REFUNDING VARIANCE FEE CONDITIONAL USE PERMIT FEE INCOME PER BETH		150.00
<b>Total 6049300 WALVOORD, JARED</b>			<b>150.00</b>
<b>619 Five Nines Technology Group INC</b>			
5/14/2024 51156	FORTIGATE YEAR RENEWAL		486.50

6/01/2024 10567	SERVICE AGREEMENT	4,291.41
<b>Total 619 Five Nines Technology Group INC</b>		<b>4,777.91</b>

<b>631025 CINTAS CORP</b>		
4/04/2024 4188620436	SOAP,MATS,PAPER TOWELS, TOILET PAPER	146.43
4/18/2024 4190070998	MATS	68.80
4/18/2024 4190071000	MATS	17.89
5/02/2024 4191502464	SIG DUAL , SIG AIR, MATS, SOAP	77.56
5/02/2024 4191502182	SIG AIR, MATS, WHT PAPER	146.43
5/16/2024 4192936002	MATS,	68.80
5/16/2024 4192936017	MATS	17.89
5/30/2024 4194304212	SIG DUAL TP, SIG AIR, MATS, SOAP	145.10
5/30/2024 4194304232	SIG DUAL TP SIG AIR, MATS, WHT PAPER	146.43
<b>Total 631025 CINTAS CORP</b>		<b>835.33</b>

<b>635 Fremont Department of Utilities</b>		
6/05/2024	MONTHLY SEWER MAY	72,603.77
<b>Total 635 Fremont Department of Utilities</b>		<b>72,603.77</b>

<b>650976 COX BUSINESS</b>		
6/01/2024	INTERNET & TV 6/1 - 6/30 2024	525.24
<b>Total 650976 COX BUSINESS</b>		<b>525.24</b>

<b>679859 Waste Connections of Nebraska Inc</b>		
6/01/2024 6961574T054	GARBAGE	279.06
<b>Total 679859 Waste Connections of Nebraska Inc</b>		<b>279.06</b>

<b>715733 Midwest Tape LLC</b>		
4/19/2024 505353775	DVD	203.69
5/10/2024 505452662	DVD	3.74
5/17/2024 505486388	DVD	197.20
5/24/2024 505519870	DVD	25.49

Total 715733 Midwest Tape LLC

430.12

**7304 VALLEY ACE HARDWARE**

5/01/2024 691	SHOP	9.98
	MULTI SCREW	
5/03/2024 698	PARK	3.99
	TOILET BOWL CLEANER	
5/07/2024 716	POOL	8.99
	KICKDOWN DOOR HOLD	
5/07/2024 717	POOL	20.97
	2-SCRUB BRUSH	
5/07/2024 720	POOL	19.18
	ACE BEST RLR W 4X3/8 5PK	
5/08/2024 722	POOL	6.38
	ROLLERS/ROLLER COVERS	
5/13/2024 736	TRAYSET	17.77
	ACE FOAM RLR	
	PNT TRY WH	
5/13/2024 737	SHOP	18.99
	MINERAL SPIRITS	
5/13/2024 5132024	SHOP	19.99
	PRUNER	
5/14/2024 745	POOL	17.99
	ULTRA CVR GLAS APPLRED QT	
5/14/2024 744	POOL	80.13
	CONCRETE ANCHORING EPOXY, GORILLA HD CONST, ROLLER CONT	
5/15/2024 748	POOL	2.59
	COMPOSITE SHIMS 8"	
5/15/2024 749	POOL	29.99
	CONCRETE ANCHORING EPOXY	
5/15/2024 750	SHOP	6.99
	ELBOW PVC	
5/16/2024 756	POOL	85.56
	SKIMMER HEAD, WALL BRUSH, TELESCOP POLE	

5/17/2024 759	CITY HALL	24.95
	BUTTERFLY GARDEN	
5/17/2024 760	CITY HALL	42.98
	WATERCAN TEAL	
	TROWEL COMFORT GEL GRIP	
5/28/2024 781	CRUISER	31.96
	ARMOR ALL PROTCTNT WIPES	

<b>Total 7304 VALLEY ACE HARDWARE</b>	<b>449.38</b>
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<b>7966 Black Hills Energy</b>		
5/29/2024	GAS BILL	484.83

<b>Total 7966 Black Hills Energy</b>	<b>484.83</b>
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<b>800 CORNHUSKER STATE INDUSTRIES</b>		
5/20/2024 1427283	ADOPT A ROAD SIGNS (8)	245.40

<b>Total 800 CORNHUSKER STATE INDUSTRIES</b>	<b>245.40</b>
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<b>842568 LOVE'S TRAVEL STOPS &amp; COUNTRY STORE</b>		
4/15/2024 6009954879	POLICE 04/08/24-04/14/24	267.32
4/22/2024 6010031378	POLICE 4/15/24-4/21/24	346.76
4/29/2024 6010107958	POLICE 4/22/24-4/28/24	255.77
5/06/2024 6010183941	POLICE - 4/29/24-5/5/24	255.47
5/20/2024 6010337655	POLICE 5/13/24-5/19/24	338.54
5/27/2024 6010414943	POLICE 5/20/2024-5/26/24	333.77
6/03/2024 6010491725	POLICE 5/27/24-6/2/24	283.20

<b>Total 842568 LOVE'S TRAVEL STOPS &amp; COUNTRY STORE</b>	<b>2,080.83</b>
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<b>8458 Datashield Corporation</b>		
5/30/2024 137864	ONSITE CERTIFIED DESTRUCTION SECURE CONSOLE	45.00

<b>Total 8458 Datashield Corporation</b>	<b>45.00</b>
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<b>88623 DEMCO</b>		
4/26/2024 7474903	2 PKG DIGITAL SINGLE BARCODE LABELS	125.66
<b>Total 88623 DEMCO</b>		<b>125.66</b>
<b>9444 Host Coffee Service</b>		
5/08/2024 4596626	COFFEE	88.88
5/31/2024 4625930	WATER COOLER	29.96
<b>Total 9444 Host Coffee Service</b>		<b>118.84</b>
<b>98922 Nebraska Department of Environment &amp; Energy</b>		
5/21/2024 9246	DRINKING WATER STATE REVOLVING FUND	19,228.75
<b>Total 98922 Nebraska Department of Environment &amp; Energy</b>		<b>19,228.75</b>
<b>Total Bill / Invoice</b>		<b>721,207.98</b>
<b>Permit Refund</b>		
<b>18520 Wilwerding Contracting</b>		
5/30/2024 RADD-008-23	PERMIT REFUND 4 GINGER COVE	1,000.00
<b>Total 18520 Wilwerding Contracting</b>		<b>1,000.00</b>
<b>6011600 STEINBACH, MICHAEL</b>		
5/17/2024 C-019-23	PERMIT REFUND 28370 STATE ST	1,000.00
<b>Total 6011600 STEINBACH, MICHAEL</b>		<b>1,000.00</b>
<b>6058500 Tackett Company</b>		
5/16/2024	PERMIT REFUND	1,000.00
<b>Total 6058500 Tackett Company</b>		<b>1,000.00</b>
<b>606 Concept Homes &amp; Design, Inc</b>		
4/29/2024 R-009-23	PERMIT REFUND 29119 LAUREL CIR	1,000.00

<b>Total 606 Concept Homes &amp; Design, Inc</b>	<b>1,000.00</b>
<b>Total Permit Refund</b>	<b>4,000.00</b>
<b>Water Deposit Refund</b>	
7060500 CHARLES THOMAS HOMES 5/29/2024	Credit balance refund 150.00
<b>Total 7060500 CHARLES THOMAS HOMES</b>	<b>150.00</b>
<b>Total Water Deposit Refund</b>	<b>150.00</b>
<b>Total</b>	<b>725,417.98</b>

JUNE ADDITIONAL BILL

USPP	371.49
Mallard TIF	\$5,826.87
Bluewater TIF	\$12,956.27
Bamboo EFT	\$379.23
Xpress EFT	\$539.20
BlueCross BlueShield EFT	\$7,534.61
Morgan White EFT	\$864.74
Postage ACH	\$200.00

Pay Group: Payroll Period

**City of Valley**

**Gross Wages**

**Employee**

Hourly	\$41,959.91
Salary	\$12,233.63
Cell Phone Reimbursement	\$184.70
K9	\$166.95
Uniform	\$173.25
<b>Total:</b>	<b>\$54,718.44</b>

<b>Net Pay</b>	<b>Uncollected</b>	<b>Collected</b>
Net Check	\$0.00	
Direct Deposit		\$39,405.99

<b>Deductions (included in gross wages)</b>	<b>Uncollected</b>	<b>Collected</b>
2024 IRA 457(b)	\$2,129.06	\$0.00
2024 IRA 457(b) - Roth	\$936.66	\$0.00
Child Support	\$498.46	\$0.00
Dental Post-Tax	\$4.65	\$0.00
Medical	\$178.06	\$0.00
Mutual of Omaha - AD&D	\$0.00	\$0.00
Mutual of Omaha - LTD	\$0.00	\$0.00
Mutual of Omaha - STD	\$0.00	\$0.00
Mutual of Omaha - Vol Accident	\$29.60	\$0.00
Mutual of Omaha - Vol Critical Illness	\$44.21	\$0.00
Mutual of Omaha - Voluntary Life & AD&D	\$69.18	\$0.00
Mutual of Omaha- Life Ins	\$0.00	\$0.00
Vision Post-Tax	\$1.61	\$0.00
YMCA Membership (In-Network)	\$0.00	\$0.00
<b>Deduction Total:</b>	<b>\$3,891.49</b>	<b>\$0.00</b>

<b>Employee Taxes (included in gross wages)</b>	<b>Uncollected</b>	<b>Collected</b>
Federal	\$0.00	\$5,063.36
Medicare	\$0.00	\$783.25
Social Security	\$0.00	\$3,348.99
State (NE)	\$0.00	\$2,225.36
<b>Employee Tax Total:</b>	<b>\$0.00</b>	<b>\$11,420.96</b>

Pay Code: 7796-26870-1175129

Pay Date: 05/31/2024

05/12/2024 through 05/25/2024

Pay Group: Payroll Period

**City of Valley**

Employer Taxes	Uncollected	Collected
Medicare	\$0.00	\$783.25
NE-UI	\$0.00	\$26.06
Social Security	\$0.00	\$3,348.99
<b>Employer Tax Total:</b>	<b>\$0.00</b>	<b>\$4,158.30</b>

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**Uncollected**

Checks To Print:	\$0.00
Employee Taxes:	\$0.00
Employer Taxes:	\$0.00
Deductions:	\$3,891.49

**Collected**

Direct Deposits:	\$39,405.99
Employee Taxes:	\$11,420.96
Employer Taxes:	\$4,158.30
Deductions:	\$0.00
Fees:	\$0.00
Other Collections:	\$0.00

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**Bank Transfer to BambooHR: \$54,985.25**

Pay Group: Payroll Period

**City of Valley**

**Gross Wages**

**Employee**

Salary

\$4,125.00

**Total:** \$4,125.00

<b>Net Pay</b>	<b>Uncollected</b>	<b>Collected</b>
Net Check	\$0.00	
Direct Deposit		\$3,809.45
<b>Deductions (included in gross wages)</b>	<b>Uncollected</b>	<b>Collected</b>
<b>Deduction Total:</b>	\$0.00	\$0.00
<b>Employee Taxes (included in gross wages)</b>	<b>Uncollected</b>	<b>Collected</b>
Federal	\$0.00	\$0.00
Medicare	\$0.00	\$59.80
Social Security	\$0.00	\$255.75
State (NE)	\$0.00	\$0.00
<b>Employee Tax Total:</b>	\$0.00	\$315.55
<b>Employer Taxes</b>	<b>Uncollected</b>	<b>Collected</b>
Medicare	\$0.00	\$59.80
NE-UI	\$0.00	\$12.81
Social Security	\$0.00	\$255.75
<b>Employer Tax Total:</b>	\$0.00	\$328.36

**Uncollected**

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

**Collected**

Direct Deposits: \$3,809.45  
 Employee Taxes: \$315.55  
 Employer Taxes: \$328.36  
 Deductions: \$0.00  
 Fees: \$0.00  
 Other Collections: \$0.00

**Bank Transfer to BambooHR: \$4,453.36**

City of Valley

Employee	Hours	Deduction Amount	YTD Total	Employer Amount	Employer YTD Total	
<b>2024 IRA 457(b)</b>						
Cassell, Andrew	79.92	\$0.00	\$0.00	\$71.93	\$765.02	
Clark, Caleb	14.50	\$391.81	\$3,355.40	\$25.46	\$218.00	
Dohrmann, Kenneth	88.87	\$196.49	\$2,043.58	\$196.49	\$2,043.58	
Donnermeyer, Christie	86.97	\$263.67	\$2,752.32	\$158.20	\$1,651.39	
Eggen, Doug	80.00	\$171.86	\$1,546.74	\$171.86	\$1,874.84	
Emmi, Sarah	79.58	\$55.17	\$590.15	\$55.17	\$590.15	
Hempel, Michael	84.68	\$180.56	\$1,889.82	\$180.56	\$1,889.82	
Musson, James	87.30	\$139.97	\$1,509.15	\$139.97	\$1,509.15	
Ratigan, Patrick	79.77	\$95.82	\$1,135.81	\$95.82	\$1,135.81	
Sheets, Tim	80.40	\$152.68	\$1,856.32	\$152.68	\$1,856.32	
Sorensen, Lori	86.00	\$0.00	\$0.00	\$139.13	\$1,183.63	
Spinar, Stacy	79.42	\$115.08	\$1,271.46	\$115.08	\$1,271.46	
Stewart, Samantha	80.68	\$0.00	\$349.60	\$122.49	\$1,324.54	
Tilson, Christian	78.60	\$47.21	\$543.63	\$94.42	\$1,087.23	
Van Den Boogaart, Jeroen	81.53	\$205.35	\$2,247.48	\$205.35	\$2,247.48	
Willmann, Geoffrey	81.32	\$113.39	\$1,249.57	\$113.39	\$1,249.57	
<b>Grand Total</b>						
	<b>Total Count: 16</b>	<b>Grand Total: 1,249.54</b>	<b>\$2,129.06</b>	<b>\$22,341.03</b>	<b>\$2,038.00</b>	<b>\$21,897.99</b>

\* 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
<b>2024 IRA 457(b) - Roth</b>					
Cassell, Andrew	79.92	\$71.93	\$765.02	\$0.00	\$0.00
Eggen, Doug	80.00	\$257.80	\$2,812.36	\$0.00	\$0.00
Sorensen, Lori	86.00	\$231.88	\$1,972.72	\$0.00	\$0.00
Stewart, Samantha	80.68	\$122.49	\$1,324.54	\$0.00	\$0.00
Tilson, Christian	78.60	\$47.21	\$543.63	\$0.00	\$0.00
Van Den Boogaart, Jeroen	81.53	\$205.35	\$2,247.48	\$0.00	\$0.00
<b>Grand Total</b>					
<b>Total Count: 6</b>	<b>Grand Total: 486.73</b>	<b>\$936.66</b>	<b>\$9,665.75</b>	<b>\$0.00</b>	<b>\$0.00</b>

\* 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.

Pay Group: Payroll Period

**City of Valley**

**Gross Wages**

**Employee**

Hourly	\$36,455.87
Salary	\$12,233.63
Cell Phone Reimbursement	\$166.23
K9	\$166.95
Uniform	\$173.25
<b>Total:</b>	<b>\$49,195.93</b>

<b>Net Pay</b>	<b>Uncollected</b>	<b>Collected</b>
Net Check	\$0.00	
Direct Deposit		\$35,319.99

<b>Deductions (included in gross wages)</b>	<b>Uncollected</b>	<b>Collected</b>
2024 IRA 457(b)	\$2,075.48	\$0.00
2024 IRA 457(b) - Roth	\$878.60	\$0.00
Child Support	\$498.46	\$0.00
Dental Post-Tax	\$4.65	\$0.00
Medical	\$178.06	\$0.00
Mutual of Omaha - AD&D	\$0.00	\$0.00
Mutual of Omaha - LTD	\$0.00	\$0.00
Mutual of Omaha - STD	\$0.00	\$0.00
Mutual of Omaha - Vol Accident	\$29.60	\$0.00
Mutual of Omaha - Vol Critical Illness	\$44.21	\$0.00
Mutual of Omaha - Voluntary Life & AD&D	\$69.18	\$0.00
Mutual of Omaha- Life Ins	\$0.00	\$0.00
Vision Post-Tax	\$1.61	\$0.00
YMCA Membership (In-Network)	\$0.00	\$0.00
<b>Deduction Total:</b>	<b>\$3,779.85</b>	<b>\$0.00</b>

<b>Employee Taxes (included in gross wages)</b>	<b>Uncollected</b>	<b>Collected</b>
Federal	\$0.00	\$4,438.57
Medicare	\$0.00	\$703.42
Social Security	\$0.00	\$3,007.72
State (NE)	\$0.00	\$1,946.38
<b>Employee Tax Total:</b>	<b>\$0.00</b>	<b>\$10,096.09</b>

Pay Code: 7796-26870-1175128

Pay Date: 05/17/2024

04/28/2024 through 05/11/2024

Pay Group: Payroll Period

**City of Valley**

Employer Taxes	Uncollected	Collected
Medicare	\$0.00	\$703.42
NE-UI	\$0.00	\$13.69
Social Security	\$0.00	\$3,007.72
<b>Employer Tax Total:</b>	<b>\$0.00</b>	<b>\$3,724.83</b>

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**Uncollected**

Checks To Print:	\$0.00
Employee Taxes:	\$0.00
Employer Taxes:	\$0.00
Deductions:	\$3,779.85

**Collected**

Direct Deposits:	\$35,319.99
Employee Taxes:	\$10,096.09
Employer Taxes:	\$3,724.83
Deductions:	\$0.00
Fees:	\$0.00
Other Collections:	\$0.00

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**Bank Transfer to BambooHR: \$49,140.91**

City of Valley

Employee	Hours	Deduction Amount	YTD Total	Employer Amount	Employer YTD Total	
<b>2024 IRA 457(b)</b>						
Cassell, Andrew	80.25	\$0.00	\$0.00	\$72.34	\$693.09	
Clark, Caleb	14.92	\$403.07	\$2,963.59	\$26.19	\$192.54	
Dohrmann, Kenneth	80.55	\$177.83	\$1,847.09	\$177.83	\$1,847.09	
Donnermeyer, Christie	84.57	\$248.92	\$2,488.65	\$149.35	\$1,493.19	
Eggen, Doug	80.00	\$171.86	\$1,374.88	\$171.86	\$1,702.98	
Emmi, Sarah	78.38	\$54.34	\$534.98	\$54.34	\$534.98	
Hempel, Michael	80.43	\$167.32	\$1,709.26	\$167.32	\$1,709.26	
Musson, James	81.02	\$125.07	\$1,369.18	\$125.07	\$1,369.18	
Ratigan, Patrick	79.35	\$95.31	\$1,039.99	\$95.31	\$1,039.99	
Sheets, Tim	81.23	\$154.85	\$1,703.64	\$154.85	\$1,703.64	
Sorensen, Lori	67.97	\$0.00	\$0.00	\$108.07	\$1,044.50	
Spinar, Stacy	79.95	\$115.85	\$1,156.38	\$115.85	\$1,156.38	
Stewart, Samantha	80.03	\$0.00	\$349.60	\$120.89	\$1,202.05	
Tilson, Christian	78.83	\$47.30	\$496.42	\$94.60	\$992.81	
Van Den Boogaart, Jeroen	80.32	\$200.16	\$2,042.13	\$200.16	\$2,042.13	
Willmann, Geoffrey	81.42	\$113.60	\$1,136.18	\$113.60	\$1,136.18	
<b>Grand Total</b>						
	<b>Total Count: 16</b>	<b>Grand Total: 1,209.22</b>	<b>\$2,075.48</b>	<b>\$20,211.97</b>	<b>\$1,947.63</b>	<b>\$19,859.99</b>

\* 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
<b>2024 IRA 457(b) - Roth</b>					
Cassell, Andrew	80.25	\$72.34	\$693.09	\$0.00	\$0.00
Eggen, Doug	80.00	\$257.80	\$2,554.56	\$0.00	\$0.00
Sorensen, Lori	67.97	\$180.11	\$1,740.84	\$0.00	\$0.00
Stewart, Samantha	80.03	\$120.89	\$1,202.05	\$0.00	\$0.00
Tilson, Christian	78.83	\$47.30	\$496.42	\$0.00	\$0.00
Van Den Boogaart, Jeroen	80.32	\$200.16	\$2,042.13	\$0.00	\$0.00
<b>Grand Total</b>					
<b>Total Count: 6</b>	<b>Grand Total: 467.40</b>	<b>\$878.60</b>	<b>\$8,729.09</b>	<b>\$0.00</b>	<b>\$0.00</b>

\* 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

6/5/2024



**Paid to**

City of Valley

**For Period**

5/16-5/31/2024

Description	Amount
	4,580.72

**Amount**

\$4,580.72

# Commission Summary

Date

5/20/2024



**Paid to** City of Valley  
**For Period** 5/1-5/15/2024

Description	Amount
	3,179.71

**Amount** \$3,179.71

Date: June 10, 2024

To: City of Valley

Report by: Jeremy Beam, Lead Operator

O & M Report: May 2024

**DEADLINE FOR YOU TO COMPLETE THE LEAD SERVICE LINE (LSL) INVENTORY IS  
OCTOBER 16, 2024**

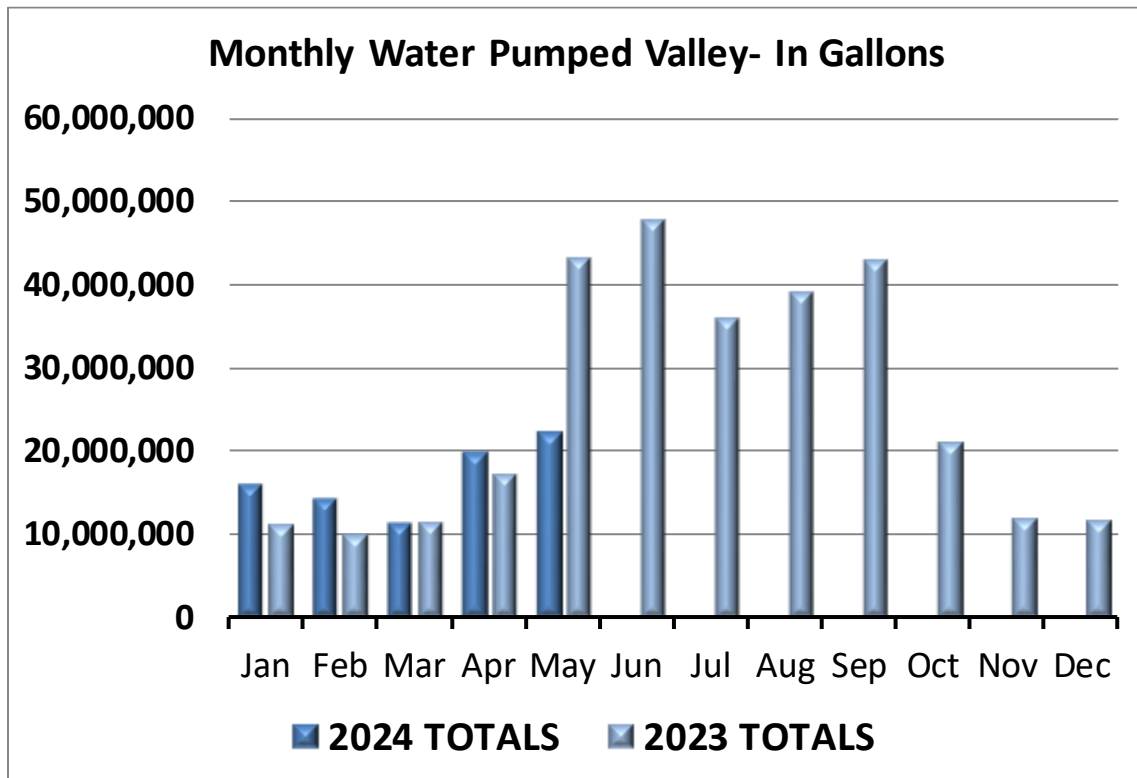
**Water Operation & Maintenance:**

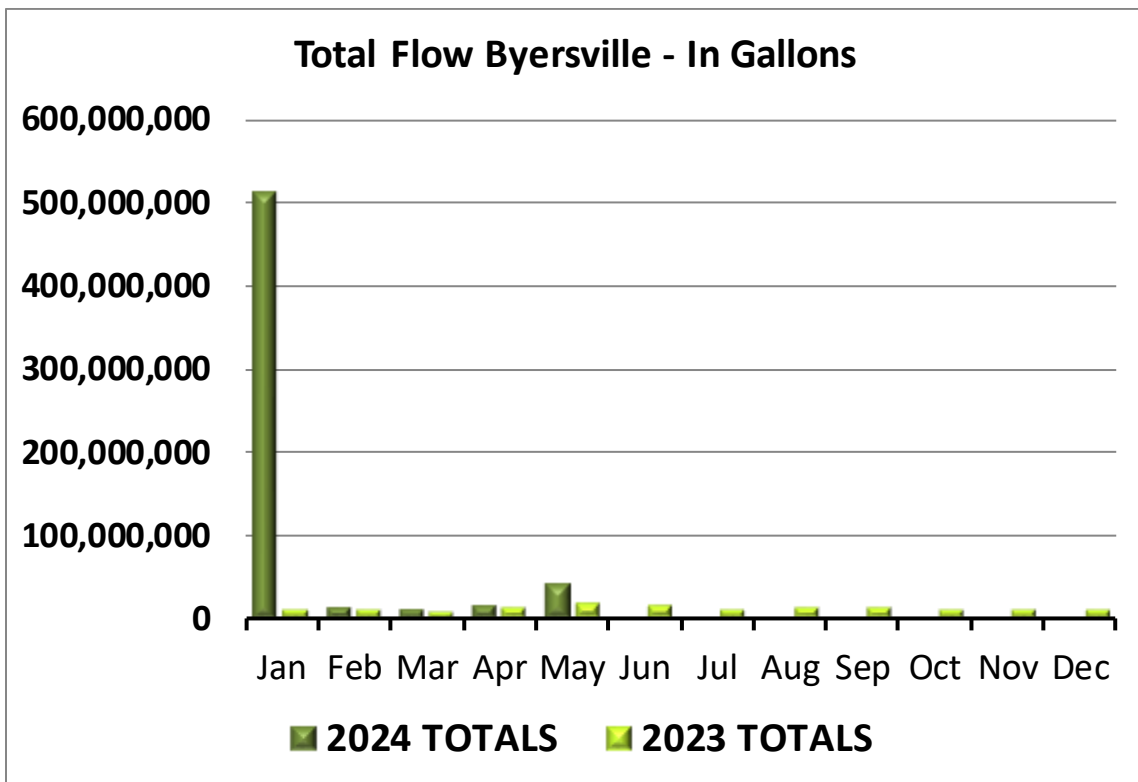
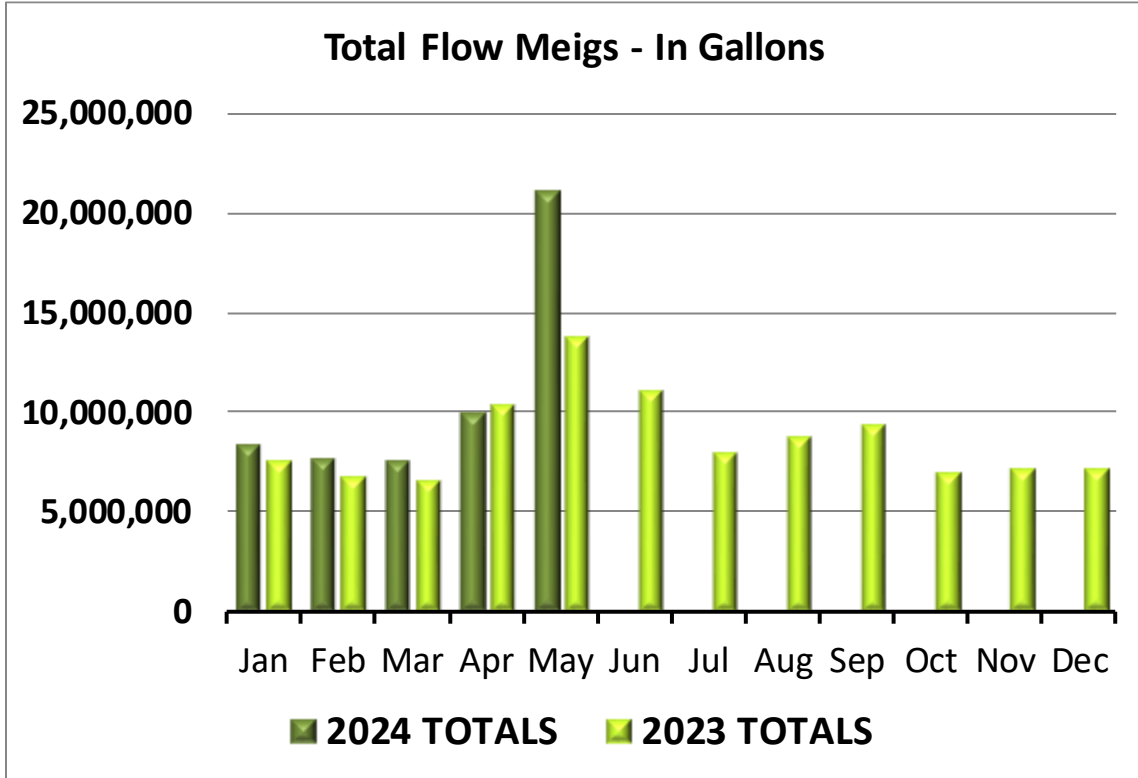
- 501 locates were done for the month.
- 6<sup>th</sup> we had to troubleshoot a customer's meter, found the meter was old and not working correctly. The customer received a new meter, and a plumber installed it.
- 7<sup>th</sup> – 20<sup>th</sup> valve cleaning was done getting ready for ice pigging.
- 7<sup>th</sup> hydrant in front of the old well house on Reichmuth was flushed due to brown water.
- 8<sup>th</sup> 49 Ginger Cove water leak was fixed, customers service line had a crack in it.
- 9<sup>th</sup> Backwash tank was trouble shot due to sucking air instead of water. The problem was fixed.
- 10<sup>th</sup> disconnected water service line was hit by boring crew, the line was not disconnected from the water main correctly when taken out of service.
- 16<sup>th</sup> water service line was hit by OPPD they were told about it, the line was marked but OPPD took the flags out. The line was hooked back up on the 17<sup>th</sup> due to problems, homeowner was ok with it taking a day hooking it back up. We did not have parts on hand and stores were closed.
- 22<sup>nd</sup> shutoff notices were handed out.
- 23<sup>rd</sup>, we did turn-offs at 3 houses for non-payment.
- 28<sup>th</sup> meters were read and reread on the 29<sup>th</sup>

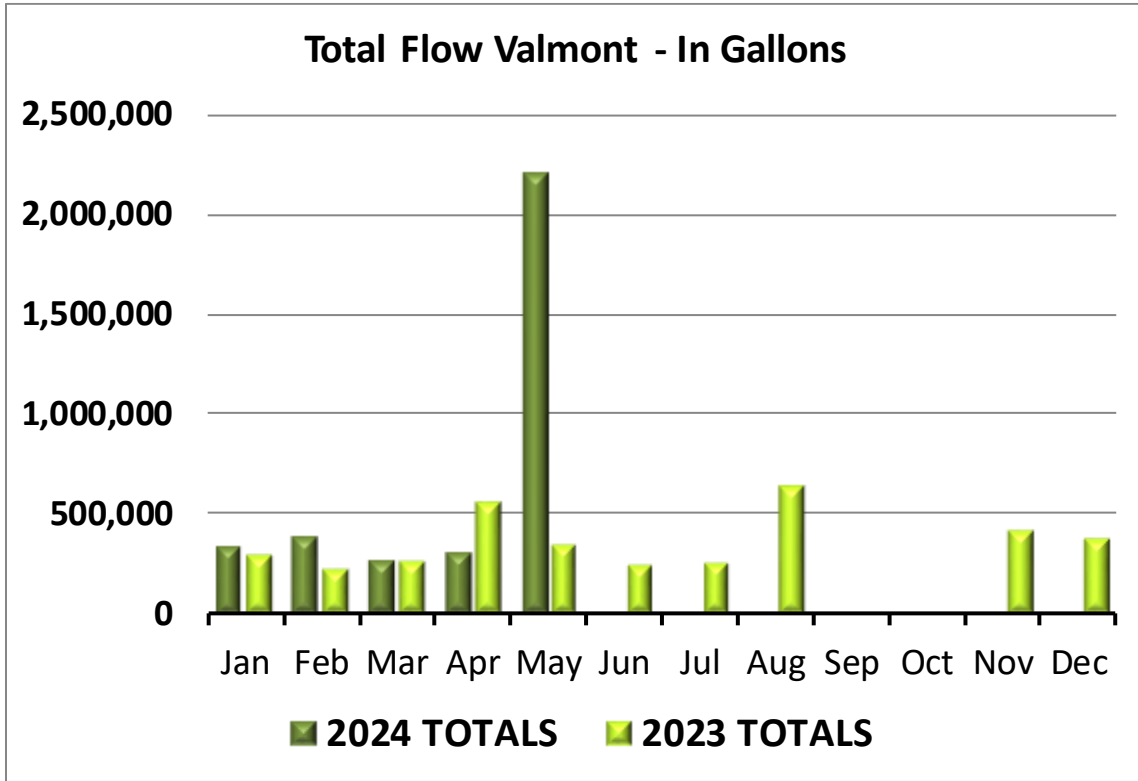
**Wastewater Operation & Maintenance:**

- The add a phase on Ginger Woods lift station #1 was ordered, the old one is only halfway working only letting one of the pumps run.
- 3<sup>rd</sup> new pump was installed Bluewater #5 lift station.

		May-24	April-24	May-23
<b>Water</b>				
	<b>Units</b>			
<b>Total Monthly Pumped Valley</b>	gallons	21,983,000	19,566,000	43,258,000
<b>Daily Average Pumped Valley</b>	gallons	649	586,000	1,395,419
<b>Average Fluoride Residual</b>	mg/L	0.00	0.00	0.00
<b>Fluoride used</b>	lbs	69.10	72.00	524.70
<b>Average Chlorine Residual</b>	mg/L	0.45	0.45	0.44
<b>Chlorine used</b>	lbs	2,730.00	2,305.00	153.60
<b>Potassium Permanganate</b>	lbs	647.00	545.00	1,826.00
<b>Wastewater</b>				
<b>Effluent Flow</b>				
<b>Total Flow Meigs Street</b>	gallons	21,149,000	9,959,000	13,820,000
<b>Avg Daily Flow Meigs Street</b>	gallons	682,000	332,000	445,000
<b>Total Flow Byarsville</b>	gallons	43,146,000	16,786,000	16,342,000
<b>Avg Daily Flow Byarsville</b>	gallons	1,392,000	560,000	527,000
<b>Total Flow Valmont</b>	gallons	2,213,000	309,000	428,780
<b>Avg Daily Flow Valmont</b>	gallons	71,000	10,000	13,831







Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Maintenance Budget	\$30,925.00	\$14,345.00	46%	67%
<b>Total</b>	<b>\$30,925.00</b>	<b>\$14,345.00</b>	<b>46%</b>	<b>100%</b>

**May Work Orders Completed:**

Completed	Equipment	Location	Task
05/06/24	REGIOINAL LS EMERGENCY GENERATOR	30029 WW Valley, NE	LS Monthly PM
05/06/24	BLUEWATER LIFTSTATION 1	30029 WW Valley, NE	LS Monthly PM
05/06/24	BLUEWATER LIFTSTATION 2	30029 WW Valley, NE	LS Monthly PM
05/06/24	BLUEWATER LIFTSTATION 3	30029 WW Valley, NE	LS Monthly PM
05/06/24	BLUEWATER LIFTSTATION 4	30029 WW Valley, NE	LS Monthly PM
05/06/24	BLUEWATER LIFTSTATION 5	30029 WW Valley, NE	LS Monthly PM
05/06/24	BLUEWATER LIFTSTATION 6	30029 WW Valley, NE	LS Monthly PM
05/06/24	BLUEWATER LIFTSTATION 7	30029 WW Valley, NE	LS Monthly PM
05/23/24	GINGER COVE LIFT STATION #1	30029 WW Valley, NE	LS Monthly PM
05/23/24	GINGER COVE LIFT STATION #2	30029 WW Valley, NE	LS Monthly PM
05/23/24	GINGER WOODS LIFT STATION #1	30029 WW Valley, NE	LS Monthly PM
05/23/24	GINGER WOODS LIFT STATION #2	30029 WW Valley, NE	LS Monthly PM
05/23/24	GINGER WOODS LIFT STATION #3	30029 WW Valley, NE	LS Monthly PM
05/23/24	LIFT STATION #1-VALLEY, NE SYST	30029 WW Valley, NE	LS Monthly PM
05/23/24	VALLEY SHORES LIFT STATION 1	30029 WW Valley, NE	LS Monthly PM
05/23/24	VALLEY SHORES LIFT STATION 2	30029 WW Valley, NE	LS Monthly PM
05/23/24	VALLEY SHORES LIFT STATION 3	30029 WW Valley, NE	LS Monthly PM
05/28/24	BYERSVILLE LS EMERGENCY GENERATOR	30029 WW Valley, NE	LS Monthly PM
05/28/24	COUNTRY AIRE LIFTSTATION	30029 WW Valley, NE	LS Monthly PM
05/28/24	DAIRY QUEEN LIFTSTATION	30029 WW Valley, NE	LS Monthly PM
05/28/24	MALLARD LANDING LIFT STATION 1	30029 WW Valley, NE	LS Monthly PM
05/28/24	MALLARD LANDING LIFT STATION 2	30029 WW Valley, NE	LS Monthly PM
05/28/24	MALLARD LANDING LIFT STATION 3	30029 WW Valley, NE	LS Monthly PM
05/28/24	MALLARD LANDING LIFT STATION 4	30029 WW Valley, NE	LS Monthly PM
05/28/24	MEIGS LS EMERGENCY GENERATOR	30029 WW Valley, NE	LS Monthly PM
05/28/24	VALHAVEN LIFTSTATION	30029 WW Valley, NE	LS Monthly PM

## COMMUNITY DEVELOPMENT AGENCY

May 14, 2024

Chairman Cindy Grove called the meeting to order at 7:00 p.m. Present were chair Cindy Grove, agency members, John Batcher, Chris TenEyck and Bryon Ueckert, Linda Lewis, and secretary Christie Donnermeyer.

The chairman announced a copy of the open meetings act is located on the north wall of the Council Chamber. Notice of meeting was published in The Daily Record.

Agency member Batcher moved for approval of Resolution No. CDA 2024-01 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEY, NEBRASKA, SITTING AS THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY, DIRECTING THAT THE REDEVELOPMENT PLAN PREPARED BY OSC VALLEY MEIGS 1, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OSC VALLEY MEIGS 2, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, AND OMNICORP VALLEY, LLC, A NEBRASKA LIMITED LIABILITY COMPANY (COLLECTIVELY, THE "REDEVELOPER") FOR A PORTION OF THE CITY PURSUANT TO THE NEBRASKA COMMUNITY DEVELOPMENT LAW BE REFERRED TO THE PLANNING COMMISSION FOR ITS REVIEW AND RECOMMENDATION AS TO CONFORMITY WITH THE GENERAL PLAN FOR DEVELOPMENT OF THE CITY AS A WHOLE; AND NOTIFYING THE CITY COUNCIL OF THE RECEIPT OF SUCH PLAN. Agency member TenEyck seconded the motion. Batcher, Ueckert, Lewis and TenEyck voted YES. NO: no one. Motion carried. A true, correct, and complete copy of said Resolution is on file at city hall.

Chairman Grove signed the Resolution, and the secretary attested her signature.

Agency member Batcher moved for approval of Resolution No. 2024-02 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEY, NEBRASKA, SITTING AS THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY, APPROVING AMENDMENT TO REDEVELOPMENT CONTRACT (AMENDMENT NO. 9) BY AND BETWEEN THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF VALLEY AND BLUEWATER DEVELOPMENT CORPORATION AND AUTHORIZING AND DIRECTING THE FILING OF THE ATTACHED AND INCORPORATED NOTICE TO DIVIDE. Agency member TenEyck seconded the motion. Batcher, Ueckert, Lewis and TenEyck voted YES. NO: no one. Motion carried. A true, correct, and complete copy of said Resolution is on file at city hall.

Chairman Grove signed the Resolution, and the secretary attested her signature.

Agency member TenEyck moved for approval of Resolution No. 2024-03 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEY, NEBRASKA, SITTING AS THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY, APPROVING AN AMENDMENT TO AMENDMENT TO REDEVELOPMENT CONTRACT (AMENDMENT NO. 6) BY AND BETWEEN THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF VALLEY AND BLUEWATER DEVELOPMENT CORPORATION AND AUTHORIZING AND DIRECTING THE FILING OF THE ATTACHED AND INCORPORATED AMENDED NOTICE TO

DIVIDE. Agency member Lewis seconded the motion. Batcher, Ueckert, Lewis and TenEyck voted YES. NO: no one. Motion carried. A true, correct, and complete copy of said Resolution is on file at city hall.

Chairman Grove signed the Resolution, and the secretary attested her signature.


Agency member TenEyck moved for approval of Resolution No. 2024-04 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEY, NEBRASKA, SITTING AS THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY, APPROVING AN AMENDMENT TO AMENDMENT TO REDEVELOPMENT CONTRACT (AMENDMENT NO. 7) BY AND BETWEEN THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF VALLEY AND BLUEWATER DEVELOPMENT CORPORATION AND AUTHORIZING AND DIRECTING THE FILING OF THE ATTACHED AND INCORPORATED AMENDED NOTICE TO DIVIDE. Agency member Lewis seconded the motion. Batcher, Ueckert, Lewis and TenEyck voted YES. NO: no one. Motion carried. A true, correct, and complete copy of said Resolution is on file at city hall.

Chairman Grove signed the Resolution, and the secretary attested her signature.

Agency member Batcher moved for approval of Resolution No. 2024-05 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEY, NEBRASKA, SITTING AS THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY, APPROVING AN AMENDMENT TO AMENDMENT TO REDEVELOPMENT CONTRACT (AMENDMENT NO. 8) BY AND BETWEEN THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF VALLEY AND BLUEWATER DEVELOPMENT CORPORATION AND AUTHORIZING AND DIRECTING THE FILING OF THE ATTACHED AND INCORPORATED AMENDED NOTICE TO DIVIDE. Agency member Lewis seconded the motion. Batcher, Ueckert, Lewis and TenEyck voted YES. NO: no one. Motion carried. A true, correct, and complete copy of said Resolution is on file at city hall.

Chairman Grove signed the Resolution, and the secretary attested her signature.

The meeting was adjourned at 7:06 p.m.

  
Christie Donnermeyer, Secretary

  
Cindy Grove, Chairperson

**Valley Cemetery Board**

**Valley City Hall**

**May 23rd, 2024, 6:30pm**

**Meeting Minutes**

Present: Members – Everett, Dean, Gerri, Kurt, Krista

Guests: Lindi Gray, Kelly Kava

Meeting called to order at 6:30pm.

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

There were no corrections to the previous minutes.

Minutes approved by: Kurt

Seconded by: Everett

All in favor, motion carried.

**Old Business:**

*Linda George Monument:* Dean spoke with Fremont Monument on 5/22. No progress from them. Kurt made a motion that if Fremont Monument does not have progress on repair/replacement by next meeting, an official letter with all cemetery board member signatures will be sent about concern of delays. Gerri seconded it. Approved.

Gerri has been working with Cindy at Viaduct Gardens to plan for landscaping around the stone. Gerri will get an estimate/purchase order so it can go before the city council.

*Snide Property-* Gerri has been reaching out to Rune without success about the property not being addressed at the City Council meeting as he had said. Gerri reached out to Ptak. Ptak returned an email with Gerri as well as a call and Ptak said he will call Gerri with Rune on the call after Memorial Day.

*Water at cemetery-* Advanced notice will be needed if ever water is needed at cemetery

*Area Cemetery Theft-* Cemetery board was notified of damage at Fort Calhoun cemeteries. The culprits have been apprehended.

## **New Business:**

*48 State Tour-* Everett , Kurt and Dean suggested specific media outlet contacts, Krista will attempt to make contact. Elkhorn Tornado at Prospect Hill Cemetery- Krista drove the cemetery looking for any damage to the historic portion, none of it was damaged from the tornado. Kurt suggests reaching out to Prospect Hill and inviting them to event to learn. Kurt will get contact from Elk City cemetery as well. Everett suggests requesting donations of water and food from city citizens. Krista will continue to work on seeking out donations of food and supplies as well as finding a portable restroom. Krista has the donation form for donors ready.

*Plot decorations and flowers-* Cemetery ordinance that is posted says decor cannot be left up longer than 30 days. Cemetery board members will plan to clean up clutter and decor that is damaged/faded the last week of June.

*Memorial day ceremony-* Post 58 Veterans will be conducting ceremony with a speaker and honor guard at the cemetery at 9am, then at the Veterans Park at 9:30. Krista will reach out to the city about ensuring crank is available to lower the flag to half staff.

Discussion held about Colleen Johnson McLoughin Martinez issue in Lot 73 ¼.

The next meeting will be June 20th, 2024, **at 6:30pm**.  
Everett made a motion to adjourn, and Gerri seconded.  
The meeting was adjourned at 8:10pm.

Meeting minutes recorded by secretary Krista Lewis.

## **MARCH 14, 2024 Valley Public Library Board of Trustees Minutes**

**Call to Order:** President, Kyle Held, called the meeting to order at 6:29 p.m.

**Roll Call:** Trustees answering roll call: Theresa Samson, Kyle Held and James Musson . Librarian, Sami Stewart was also in attendance.

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

**Approval of Agenda:** Motion to approve by J. Musson seconded by T. Samson. Yeas: T. Samson, K. Held, J. Musson. Nays: None. Motion carried 3-0. There were no consent agenda items which required approval.

**Recognition of Visitors/Correspondence:** None

**Public Comment:** None.

**Approval of Prior Meetings Minutes:** Motion to approve the January minutes was made by T. Samson and seconded by J. Musson. Yeas: K. Held ,T. Samson, J. Musson. Nays: none. Motion carried 3- 0.

### **Reports**

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

B. **Library Director:** S. Stewart had emailed the Librarian's report; she then went over verbally and answered questions. Sami specifically reviewed the Directors Projects, the Summer Reading plans and gave an update on the two Grants the library has received since our last meeting.

C. **Friends of the Library:** No report; the next meeting will be March 28, 2024

D. **Foundation:** None

## **New Business**

A. Logo Presentation - Everyone reviewed the logo sample and agreed 3-0 , to accept it, as it was presented. The logo reads: **Valley Public Library - Enriching Minds Together**. The colors are dark blue and green.

B. Short Takes for Trustees - It was decided to table until the next meeting. Sami will send out the link to board members so we can watch it, at our convenience.

**Closed Session** - The president may entertain a motion to enter into closed session in accordance with the Nebraska Open Meetings Act. ( ACTION) --- None

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

**Meeting Adjournment** was announced by President, K. Held at 6:57 p.m.

Next meeting will be May 16 at 6:30pm.

Respectfully submitted,

Theresa Samson, secretary

**DAILY RECORDS****May 2024**

	<b>This month</b>	<b>Last month</b>	<b>Last year</b>
<b>LIBRARY VISITS:</b>			
Adults	463	491	368
Children	667	553	729
Computers			
Adults	34	51	24
Children	91	95	31
Fax/Copies	49	71	29
<b>REFERENCE TRANSACTIONS</b>			
Locating Library Materials	91	86	46
Readers' Advisory	28	38	24
Account info and renewals	23	19	11
Technology Assistance	89	102	20
Local Info	17	40	7
General Info	210	265	178
<b>Total</b>	<b>458</b>	<b>550</b>	<b>286</b>
<b>TOTAL NUMBER OF LIBRARY PROGRAMS:</b>			
Adults	9	5	7
Teens	5	5	5
Children	12	9	11
Pre-K	2	3	2
<b>Total</b>	<b>28</b>	<b>22</b>	<b>25</b>
<b>TOTAL PROGRAM ATTENDANCE:</b>			
Adults	71	27	36
Teens	40	47	31
Children	248	120	185
Pre-K	72	81	25
<b>Total</b>	<b>431</b>	<b>275</b>	<b>277</b>
<b>NEW PATRONS</b>			
Valley	14	9	20
Douglas County	3	2	10
Non-Douglas County	5	0	4
<b>Total</b>	<b>22</b>	<b>11</b>	<b>34</b>
<b>Volunteers/hours</b>	<b>1/2</b>	<b>0/0</b>	<b>4/4</b>
<b>MATERIALS CHECKED OUT:</b>			
Adult	846	728	642
Children	1929	1762	1154
Overdrive	327	311	259

*Erickson & Brooks*  
CERTIFIED PUBLIC ACCOUNTANTS

STEVEN E. PRIBNOW  
DANIEL J. WIESEN  
KENT P. SPEICHER

P.O. BOX 1270  
FREMONT, NEBRASKA 68026-1270

(402) 721-3454  
FAX (402) 721-2894  
eb-cpa.com

June 3, 2024

To the Mayor and City Council of the  
City of Valley, Nebraska

We are pleased to confirm our acceptance and understanding of the services we are to provide for the year ending September 30, 2024.

You have requested that we prepare the 2024-25 budget form of the City of Valley and the related supplemental schedules, in a form prescribed by the Nebraska Auditor of Public Accounts and perform a compilation engagement with respect to those financial statements. This document will include the historical statements of cash receipts and disbursements for the fiscal year ended September 30, 2023, with estimated actual amounts for the year ending September 30, 2024, and the annual budget for the year ending September 30, 2025. The budgeted information of the City of Valley, Nebraska for the year ending September 30, 2025, will be compiled by us in accordance with the attestation standards established by the American Institute of Certified Public Accountants. These financial statements will not include related notes to the financial statements ordinarily included in financial statements prepared in accordance with the cash basis of accounting.

The supplementary information accompanying the compiled financial statements will be presented for purposes of additional analysis. Such information is the responsibility of management and will be derived from, and related directly to, the underlying accounting and other records used to prepare the financial statements. The information will be subjected to the compilation procedures applied in our compilation of the financial statements. We will not audit or review the supplementary information, and, accordingly, we will not express an opinion, a conclusion, or provide any assurance on it.

We will assist your bookkeeper in adjusting the books of accounts with the objective that he or she will be able to prepare a working trial balance from which the financial statements can be prepared. Your bookkeeper will provide us with a detailed trial balance and any supporting schedules we require. We will propose standard, adjusting, or correcting journal entries to your financial statements, as needed. We will provide you with these journal entries for your review and approval. If, while reviewing the journal entries, you determine that a journal entry is inappropriate, it will be your responsibility to contact us to correct it.

### **Our Responsibilities**

The objective of our engagement is to –

- 1) prepare financial statements in accordance with the cash basis of accounting and the requirements prescribed by the Nebraska Auditor of Public Accounts.
- 2) apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with the cash basis of accounting and the requirements prescribed by the Nebraska Auditor of Public Accounts.

## *Erickson & Brooks*

- 2 -

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct* and its ethical principles of integrity, objectivity, professional competence, and due care, when performing any bookkeeping services, tax services, preparing the financial statements, and performing the compilation engagement.

A compilation of a financial forecast in accordance with the attestation standards established by the American Institute of Certified Public Accountants involves assembling the forecast based on management's assumptions and performing certain other procedures with respect to the forecast without evaluating the support for, or expressing an opinion or any form of assurance on, the assumptions underlying it.

There will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. Our report will contain a statement to that effect.

We have no responsibility to update our report for events and circumstances occurring after the date of our report.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the City or noncompliance with laws and regulations.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities since performing those procedures or taking such action would impair our independence.

### **Your Responsibilities**

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with the format prescribed by the Nebraska Auditor of Public Accounts and the cash basis of accounting and assist you in the presentation of the financial statements in accordance with the format prescribed by the Nebraska Auditor of Public Accounts and the cash basis of accounting. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- 1) The selection of the format prescribed by the Nebraska Auditor of Public Accounts and the cash basis of accounting as the financial reporting framework to be applied in the preparation of the financial statements.
- 2) The preparation and fair presentation of financial statements in accordance with the format prescribed by the Nebraska Auditor of Public Accounts and the cash basis of accounting and the inclusion of a description of the cash basis of accounting.
- 3) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
- 4) The prevention and detection of fraud.
- 5) To ensure that the City complies with the laws and regulations applicable to its activities.

## *Erickson & Brooks*

- 3 -

- 6) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- 7) To provide us with—
  - a) access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
  - b) additional information that we may request from you for the purpose of the compilation engagement.
  - c) unrestricted access to persons within the City of whom we determine it necessary to make inquiries.
- 8) A financial forecast presents, to the best of management's knowledge and belief, the City's expected cash receipts and disbursements for the forecast period. It is based on management's assumptions, reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.
- 9) Management is responsible for representations about its plans and expectations and for disclosure of significant information that might affect the ultimate realization of the forecasted results.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee any bookkeeping services, tax services, or other services we provide and the preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

### **Our Report**

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. There may be circumstances in which the report differs from the expected form and content. Our report will disclose that the City's management has elected to omit substantially all the disclosures ordinarily included in financial statements prepared in accordance with the cash basis of accounting. If the omitted disclosures were to be included in the financial statements, they might influence the user's conclusions about the City's assets, liabilities, equity, revenues, and expenses. Accordingly, the financial statements will not be designed for those who are not informed about such matters. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

Our report will disclose that the financial statements are presented in a prescribed form in accordance with the requirements of the Nebraska Auditor of Public Accounts and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to inclusion of the report, to obtain our permission to do so.

### **Other Relevant Information**

Kent Speicher is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

To ensure that Erickson & Brooks' independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

*Erickson & Brooks*

- 4 -

The fee for our services will be based on the personnel performing such services, and other appropriate factors, plus direct expenses. Our rates vary according to the degree of responsibility involved and skills required. Invoices for services are due when rendered. It is understood that our responsibility for such services will extend only to periods covered by our compilation and will not include any claims pertaining to later periods for which we are not engaged as accountants.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

This engagement includes only those services specifically described in this letter and appearances before judicial proceedings, government organizations, or regulatory bodies arising out of this engagement will be billed to you separately.

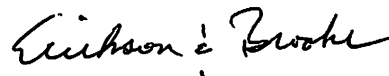
We look forward to providing the services described in this letter, as well as other accounting services agreeable to us both. In the unlikely event that differences concerning our services or fees should arise that are not resolved by mutual agreement, we both recognize that the matter will probably involve complex business or accounting issues that would be decided most equitably to us both by a judge hearing the evidence without a jury. Accordingly, you and we agree to waive any right to a trial by jury in any action, proceeding or counterclaim arising out of or relating to our services and fees for this engagement.

If any portion of this letter is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

ERICKSON & BROOKS



Acknowledged:

CITY OF VALLEY, NEBRASKA

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Name and Title

## Christie Donnermeyer

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**From:** Valley City Office  
**Sent:** Friday, May 17, 2024 3:48 PM  
**To:** Cindy Grove; Cheryl Eckerman; tcooper@valleyne.org; Christie Donnermeyer  
**Subject:** Council Agenda Request Eric Gottuso

Name: Eric Gottuso

Phone: 574-524-0299

Email Address: Egottuso@aol.com

Address: 28012 Sunrise Circle, Valley, NE 68064

Agenda Item Description: Holiday Parade & Fireworks Demonstration.

Requested Action: Requesting the City of Valley close 281St. for the Kids Independence Day Parade @ 9:30-11:00am, and to close the same street for the fireworks display that evening. The fireworks show will occur at dusk, but we will need time to set up for the show.

Does this require an expenditure of funds: No

[View in List](#)

## Christie Donnermeyer

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**From:** Valley City Office  
**Sent:** Thursday, May 23, 2024 11:45 AM  
**To:** Cindy Grove; Cheryl Eckerman; tcooper@valleyne.org; Christie Donnermeyer  
**Subject:** Council Agenda Request Rich Hudson

Name: Rich Hudson

Phone: 402.306.0298

Email Address: rhhudson@msn.com

Address: 26534 Manderson Ct Valley, NE 68064

Agenda Item Description: Mallard Landing HOA is seeking permission for a community parade with street closures and fireworks display on Saturday, July 6th, 2024. For our community parade, we request to close from Taylor Circle continuing down N 269th to Ruggles, from Ruggles picking back up on N 269th, then turning east on Manderson Street and ending at 267th Circle. The street closure times for our parade would be from 9:00 am - 12 pm. Our after "4th of July" fireworks celebration, we also request to be held that evening of July 6th, the fireworks display would start at approximately 10:00 p.m. and would last 15-20 minutes. For safety, we will regulate our boat traffic to a No-Wake status for our contractor to safely commute across our lake. The contractor will be setting up their fireworks display on our community island located on the north central section of our lake. Our fireworks contractor will be filing all necessary permits including local Fire Department and State Fire Marshal.

Requested Action: Mallard Landing HOA requests to close from Taylor Circle continuing down N 269th to Ruggles, from Ruggles picking back up on N 269th, then turning east on Manderson Street and ending at 267th Circle. The street closure times for our parade would be from 9:00 am - 12 pm.

Does this require an expenditure of funds: Unsure

[View in List](#)

## Christie Donnermeyer

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**From:** Patty O'Connor <pattyoc3596@gmail.com>  
**Sent:** Tuesday, June 4, 2024 2:46 PM  
**To:** Christie Donnermeyer  
**Cc:** John and Diane Denking; Susie  
**Subject:** Valley City Council Agenda Request

### EXTERNAL EMAIL

Hi Christie,

It's Patty O'Connor from Ginger Cove, I hope you are having a great week!

I have another street closure request for the Valley City Council meeting on June 11. I submitted an Agenda Request Item form just now, but I thought I would follow up with an email to make sure you get the request:

1. **Name:** Patty O'Connor
2. **Phone #:** 402-850-5843
3. **Email address:** [pattyoc3596@gmail.com](mailto:pattyoc3596@gmail.com)
4. **Address:** 22 Ginger Cove Road, Valley NE 68064
5. **Agenda Item Description:** Request for closure of Ginger Cove Road from the Entrance to Peppermill Point on July 4, 2024 from 9:45 am to 10:30 am for our Independence Day parade.
6. **Requested Action:** The Ginger Cove Common Area Company (GCCAC) would like to request closure of Ginger Cove Road from the Ginger Cove entrance (Ginger Cove Road right off of Hwy 64/Ida Street) to Peppermill Point on July 4, 2024 from 10 am to 10:30 am. Our reason is that we are having an Independence Day Parade at that time.
7. **Does this require an expenditure of funds?** No

Can you please respond that you received this?

Thank you!

Patty O'Connor  
GCCAC Board-Secretary  
Patty O'Connor

## Cindy Grove

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**From:** Valley City Office  
**Sent:** Wednesday, June 5, 2024 4:03 PM  
**To:** Cindy Grove; Cheryl Eckerman; tcooper@valleyne.org; Christie Donnermeyer  
**Subject:** Council Agenda Request Jim Thiessen JR

Name: Jim Thiessen JR

Phone: 402-690-9434

Email Address: jthiessenjr@yahoo.com

Address: 7506 N 285th Cir Valley, NE

Agenda Item Description: Rerouting of 270th and W. Maple Rd

Requested Action: To stop the current replatting of this road from continuing.

Does this require an expenditure of funds: No

[View in List](#)

# SDL - LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
EMAIL: [lcc.sdl.licensing@nebraska.gov](mailto:lcc.sdl.licensing@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

C-124639 Spruce Street Tavern  
License # Licensee Name/Non-Profit Organization

Event location name: Spruce Street Tavern

Event address/location: 327 N. Spruce St

Event date(s): 8/9/24 8/10/24 \_\_\_\_\_

Event start time(s): 4:00 pm 11:00 am \_\_\_\_\_

Event end time(s): 1:00 am 1:00 am \_\_\_\_\_

Indoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_

Outdoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_ (Must submit a diagram)

Estimated number of attendees: 400

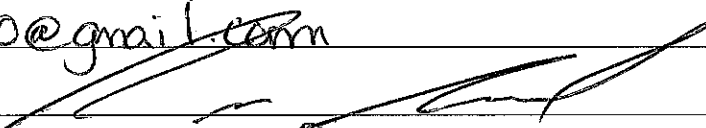
Alternate dates/times: \_\_\_\_\_

Alternate location name/location: \_\_\_\_\_

Type of alcohol to be served: Beer  Wine  Distilled Spirits

Event contact name: Steve Foggy Event contact phone number: (402) 578-7549

Event contact Email: s.foggy.30@gmail.com

\*Signature Authorized Representative: 

### Local Governing Body completes below:

The local governing body for the City of \_\_\_\_\_ OR  
County of \_\_\_\_\_ approves the issuance of a Special Designated License as  
requested above.

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

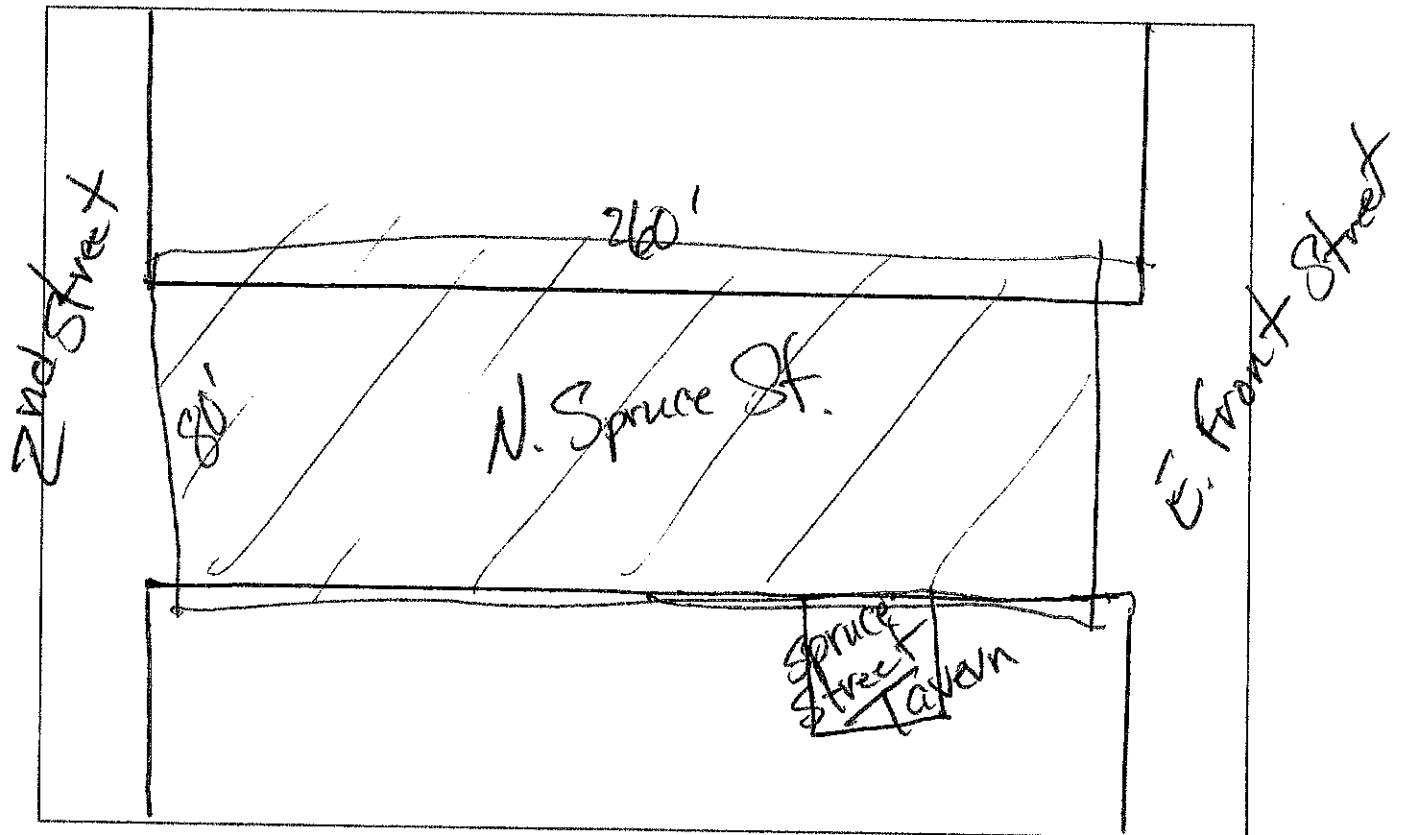
\_\_\_\_\_  
Date

# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED designated security personnel

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:





**SDL – LOCAL RECOMMENDATION**

NEBRASKA LIQUOR CONTROL COMMISSION

301 CENTENNIAL MALL SOUTH

PO BOX 95046

LINCOLN, NE 68509-5046

PHONE: (402) 471-2571

FAX: (402) 471-2814

EMAIL: [lcc.sdl.licensing@nebraska.gov](mailto:lcc.sdl.licensing@nebraska.gov)

WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

**Valley Community Historical Museum**

License # \_\_\_\_\_ Licensee Name/Non-Profit Organization \_\_\_\_\_

Event location name: **Valley Community Historical Museum**

Event address/location: **218 W Alexander St Valley, NE 68064**

Event date(s): **06/28/24** \_\_\_\_\_

Event start time(s): **6pm** \_\_\_\_\_

Event end time(s): **9pm** \_\_\_\_\_

Indoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_

Outdoor area to be licensed in length & width: **20'** X **15'** (Must submit a diagram)

Estimated number of attendees: **50**

Alternate dates/times: **Saturday June 29, 2024**

Alternate location name/location: **same location**

Type of alcohol to be served: Beer  Wine  Distilled Spirits \_\_\_\_\_

Event contact name: **Wendy Deane** Event contact phone number: **402-660-7040**

Event contact Email: **wendydeanevalley@gmail.com**

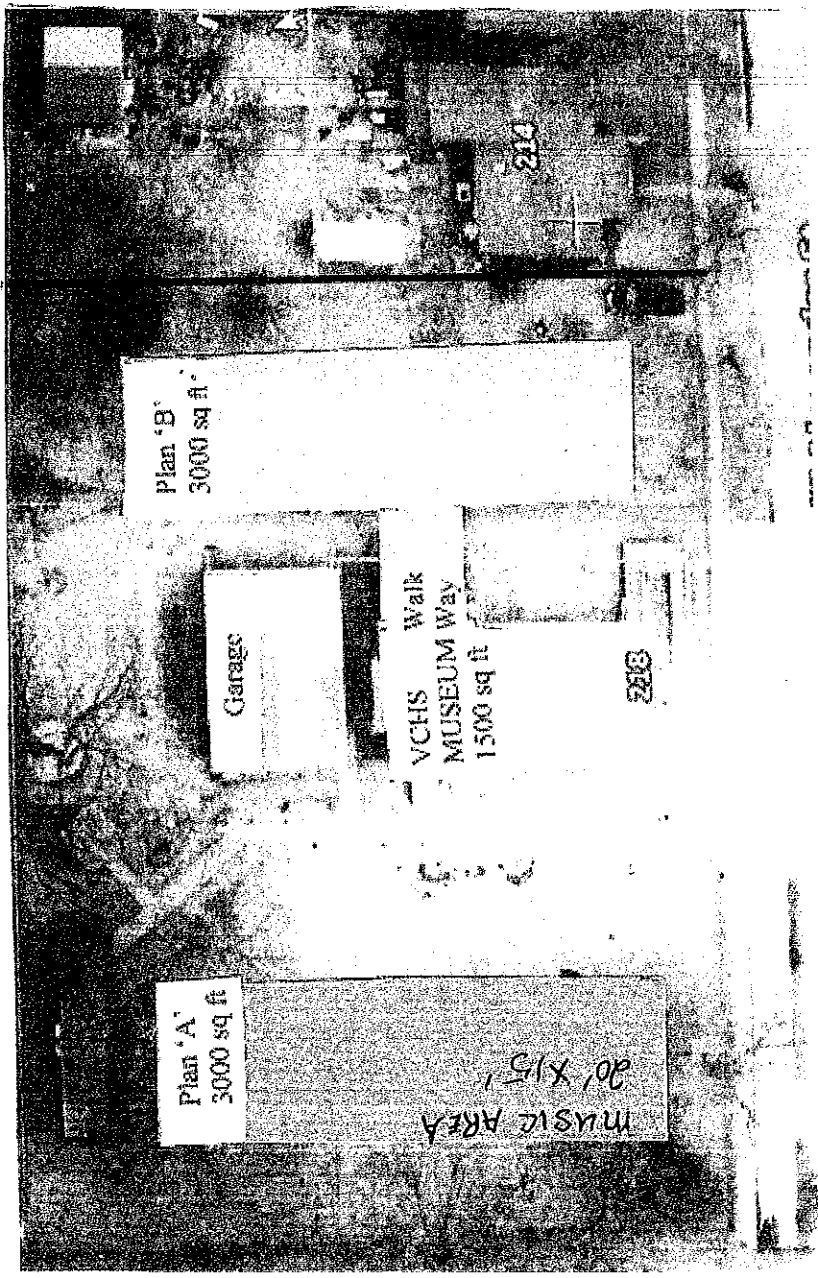
\*Signature Authorized Representative: \_\_\_\_\_

Local Governing Body completes below:

The local governing body for the City of \_\_\_\_\_ **OR**  
County of \_\_\_\_\_ approves the issuance of a Special Designated License as  
requested above.

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

\_\_\_\_\_  
Date



# Non-Profit Organization Affidavit for Special Designated License

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

## Affidavit of Non-Profit Status

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

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

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

Valley Community Historical Museum

NAME OF CORPORATION

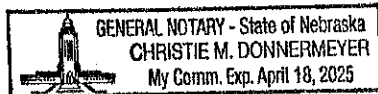
47-6042310

FEDERAL ID NUMBER

*Wendy (Wanda) Deane - Vice President*  
SIGNATURE OF TITLE OF CORPORATE OFFICERS

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

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 3rd DAY OF June, 2024.



*Christie M. Donnermeyer*  
NOTARY PUBLIC SIGNATURE & SEAL



✔ Your application has been submitted. Tracking number is 18054.



## New Application

File Number	License Type	Licensee
18054	Non Profit Registration	Valley Community Historical Society

Status  
In Review

## Application Activities

### Outstanding Fees

Pay fees that are due on the application.

### Edit Application

Edit an application that has been added to the payment list.

### Provide Additional Information

Review additional information that is required for the application.

Your application has been submitted. Tracking number is 18054.

Jun 5, 2024

Licensee: Valley Community Historical Society  
Licensee Type: Corporation

Premises

Name: Valley Community Historical Museum  
Type: Non Profit

Operator Name: Wanda M Deane  
Operator Type:

Contact Name: Wanda M Deane  
Primary Phone Number: (402) 660-7040

Secondary Phone Number:  
Email Address: wendydeanevalley@gmail.com

Physical Address:

Mailing Address:  
407 N Spruce St 665  
Valley, NE 68064

## Christie Donnermeyer

---

**From:** Dj Wil <djwyoyo@yahoo.com>  
**Sent:** Monday, June 10, 2024 11:00 AM  
**To:** Christie Donnermeyer  
**Cc:** Cindy Grove  
**Subject:** Valley Community Historical Society

### EXTERNAL EMAIL

Hi Christie,

I'm not sure what Wendy gave you for this months Council Meeting tomorrow night, but here are the corrected official minutes from our VCHS Board meeting on May 29, 2024.

The Board did vote to allow Wendy to pursue the idea of having music at the Historical Society grounds **1 time** and then review how the event went. This was approved by a vote of 5 in favor 1 against.

VCHS Board of Directors Meeting  
May 29, 2024  
Authentically Yours, Waterloo, NE

Dave Williams called the meeting to order at 7:30 p.m.  
Members present: Dave Williams, Wendy Deane, Georgene Gottsch, John Nelson, Chad Hayden, Rod Marshall

After the final hour of the Strategic Plan, the number one priority, is to move toward hiring a person to build a better web page. Motion made by Georgene with second by Chad to contact Amy Tritsch from Midland College to help with that. Dave and John will contact her via conference call for next steps. Also will start the process of writing a job description for a curator. Full time or part time and Pay scale will be determined. Dave and John will find out how much Amy will charge for these services. Motion by Rod with second by Wendy, all in favor.

#### SUMMER MUSIC NIGHTS AT THE MUSEUM:

Wendy provided a handout with answers to all the questions regarding having music at the museum grounds.

A music night will be June 28, 6-9 pm. Food will be available for purchase. No security will be necessary but Valley police will be notified. Guests attending will bring their own lawn chairs, and own food and drink if preferred. Wendy to attend City Council meeting for approval, and get approval from Nebraska Liquor commission. Museum buildings will NOT be open during the event. Park restrooms can be used if needed. Additional liability insurance was approved for event. Promotions will take place around town and on social media. Wendy will take charge of these things.

After lengthy discussion, and guidelines agreed upon by the board, for one night as a trial, motion made by Chad with second by John to support this endeavor. Motion passed to support this project.

Other items:

Wendy brought up discussion to start collecting video interviews with long time Valley residents. Times and dates to be determined. Matt Tompkins to be notified to see if he is interested in helping with this.

VALLEY DAYS EVENTS:

Georgene asked to organize a quilt display in the museum on Saturday and Sunday during Valley Days. Ice cream social on museum grounds on Saturday after the parade and live music for couple hours like last year if possible. Georgene will manage these events.

Georgene asked to order a new banner for our fence. Motion made by Wendy with second by Rod for banner, and approval of events with all in favor. Georgene will order through Publication Printing in Waterloo to keep cost below \$150.

Due to time constraints, meeting adjourned at 8:30 p.m.

Next meeting will be in August.

Respectfully submitted,  
Georgene Gottsch

*Thanks,*

*Dave Williams*

**SCHEDULE C – GASB 87 Consulting & Compliance**

<b>Client</b>	City of Valley		
<b>Service Provider</b>	Creative Planning Business Accounting Services, LLC (CPBS)		
<b>Agreement Number</b>	Business Advisory_COV_003		
<b>Start Date</b>	Date of Execution (or agreed upon Timeline by both parties)		
<b>Terms</b>	Ongoing – Per the Terms and Conditions		
<b>Description of Services</b>	Creative Planning Business Accounting Services, LLC shall provide the following services (collectively, the "Services"):		
	<b>Service</b>	<b>Frequency</b>	<b>Investment</b>
	<b>Audit Preparation</b>		
	<b>Summary: GASB 87 Consulting</b>		
	<ul style="list-style-type: none"> <li>• <b>GASB 87 Lease Auditing Standard Consulting and Advisory (1-3 Hours)</b></li> </ul>	<b>One-Time</b>	<b>\$400/per Hour</b>
	<ul style="list-style-type: none"> <li>• <b>GASB 87 Lease Compliance Work (Fiscal 2022 &amp; 2023)</b></li> </ul>	<b>Per Lease</b>	<b>\$450</b>
	<ul style="list-style-type: none"> <li>• <b>Annual Update &amp; Disclosure (2022)</b></li> </ul>	<b>Annual</b>	<b>\$1500-\$1800</b>
	<ul style="list-style-type: none"> <li>• <b>Annual Update &amp; Disclosure (2023)</b></li> </ul>	<b>Annual</b>	<b>\$1500-\$1800</b>
<b>Deliverables:</b>	<b>Deployment Services:</b> <ul style="list-style-type: none"> <li>• GASB 87 Lease Auditing Standard Consulting.</li> <li>• GASB 87 Lease compliance work for 2022 &amp; 2023 Fiscal years.</li> <li>• GASB 87 Lease Annual Compliance work for 2022 UGAAP &amp; 2023 with UGAAP and Footnotes.</li> </ul>		
<b>Service Notes:</b>	<b>Creative Planning Business Accounting Services, LLC Responsibilities Include: GASB 87 Compliance for fiscal years 2022 &amp; 2023</b> <ul style="list-style-type: none"> <li>• Consulting and Advisory pertaining to the GASB 87 Lease Auditing Standards</li> </ul> <b>Client Responsibilities Include:</b> <ul style="list-style-type: none"> <li>• Provide Remote access to data and systems with user and log-in credentials.</li> <li>• Provide Creative Planning Business Accounting Services, LLC with all documentation requested.</li> <li>• Providing Creative Planning Business Accounting Services, LLC access to bank and/or financing accounts.</li> <li>• 24-hour response to Creative Planning Business Accounting Services, LLC requests for information.</li> </ul>		

**Other Notes:**

- This agreement assumes City of Valley personnel will assist (as requested) with various related tasks to keep the costs down.
- Should hours exceed the amount noted above, prior approval from client will be needed in writing before any additional work is performed.
- Every effort will be made to meet existing audit schedules, but alterations may be made due to timelines in place.
- Progress Billing will be completed periodically and as the work is completed.
- Fees will be debited via ACH on a periodic basis per the above.



This Schedule A shall remain confidential between City of Valley and Creative Planning Business Accounting Services, LLC.

**The parties agree that this Service Schedule Agreement incorporates the Professional Services Terms & Conditions (the "Terms") (collectively, the "Agreement"), all of which shall remain confidential between Client and Creative Planning Business Accounting Services, LLC (or related affiliate/s identified herein). By signing this Service Schedule Agreement, Client acknowledges and agrees that Client has had an ample opportunity to review the terms contained in the Agreement. Client further agrees that Client has had the opportunity to obtain legal counsel and through Client's own determination, with or without counsel, accepts this Agreement.**

The undersigned represent and warrant they are authorized signers for their respective organizations.

<p><b>For and on behalf of Client (Signature 1)</b></p> <p>Signature _____</p> <p>Contact Name _____</p> <p>Title _____</p> <p>Date _____</p> <p>Address _____</p> <p>Phone _____</p>	<p><b>For and on behalf of Client (Governing Board Member, If applicable)</b></p> <p>Signature _____</p> <p>Contact Name _____</p> <p>Title _____</p> <p>Date _____</p> <hr/> <p><b>For and on behalf of Creative Planning Business Accounting Services, LLC</b></p> <p>Signature _____</p>
---	---

EIN \_\_\_\_\_

State ID# \_\_\_\_\_

FY Ending Month: \_\_\_\_\_

Entity Type: \_\_\_\_\_

Contact Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



# Direct Payment Plan Authorization Form

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1. Mark the box before type of account to indicate whether your payment will be deducted from your checking or savings account.
2. Fill in your name, financial institution name and location and date.
3. Scan a voided check for verification of all financial institution information. If you are unable to attach the voided check, please fill in your account number and routing number.

**NOTE: Be sure to sign the form!**

## **AUTHORIZATION FOR DIRECT PAYMENT**

I authorize Creative Planning Business Accounting Services, LLC to initiate electronic debit entries to my:  checking account or  savings account for payment of my Accounting Fees. I acknowledge that the origination of the ACH transactions to my account must comply with the provisions of U.S. law. This authority will remain in effect until I have cancelled it in writing.

Date \_\_\_\_\_

Company Name \_\_\_\_\_

Financial Institution Name (Please Print) \_\_\_\_\_

Account Number at Financial Institution \_\_\_\_\_

Financial Institution Routing/Transit Number \_\_\_\_\_

Financial Institution City and State \_\_\_\_\_

Signature \_\_\_\_\_

Email Address: \_\_\_\_\_

**PLEASE KEEP A COPY OF THE AUTHORIZATION FOR YOUR RECORDS**

---

P.O. Box 682  
 Valley, NE 68064  
 Phone: 402-359-2251 Ext. 306  
 Fax-402-359-2610  
[www.valleyne.org](http://www.valleyne.org)  
 Business Hours 9 am – 5 pm M-F



**Official Use Only**  
 Planning Meeting Date \_\_\_\_\_  
 Check     Cash     Credit Card  
 Check # \_\_\_\_\_

## APPLICATION FOR A CHANGE OF ZONING

Date: 11/21/2023

Form must be filled out completely before acceptance of this application for processing. Please print.

**Applicant Name:** OSC Valley Meigs 1, LLC c/o Access Property Management      **Telephone No.** (402) 502-1983

**Applicants Address:** 10730 Pacific Street, Suite 230, Omaha, NE 68114

**Applicants Email:** rick@rwkpc.com

**Present Use of Subject Property:** Agriculture      **Desired Use of Subject Property:** Commercial and Residential

**Present Zoning:** I-3 General Industrial      **Requested Zoning** C-1 (Lots 1-14); R-2 (Lots 15-16)

**Legal Description of Property Requested to be Rezoned:** LANDS SEC-TWN-RGE 06-15-10 -EX STS & IRREG E 35.41 W 68.41 S 1310.07 N 1342.46 FT & IRREG S 1283.23 W 1066.08 FT- IRREG PT NE 1/4 BEING SW OF 264 ST (see plat for full legal description)

**Area of Subject Property (Square Foot/Acres):** 2,595,740 SF (59.59 AC)

**How are adjoining properties used (Actual Land Zoning)**

**North:** I-1 Light Industrial      **South:** R-2 Med-High Density Residential, R-3 Lakefront Residential      **East:** I-1 Light Industrial      **West:** Residential

TA Transitional Agriculture,  
R-1 Low Density Residential,  
R-2 Med-High Density Residential

If exhibits are furnished, please describe and enumerate. (Furnish Plot or Site Plan showing existing and proposed structures, easements, water courses, curb cutbacks, etc)

The Zoning Administrator, who may be accompanied by others in hereby authorized to enter upon the property during normal working hours for the purpose of becoming familiar with the proposed situation.

**Justification**

You must justify your request. Questions 1 through 4 must be answered completely. Use separate sheet if necessary.

1. What is the general character of the area? Describe. Current land use is irrigated agriculture with single-family residential to the west and south, and adjacency to DC West School. Light industrial uses currently exist to the north and east.
2. What utilities provider will be used?  
 A. Sewer City of Valley    B. Water City of Valley    C. Electric Omaha Public Power District    D. Gas Black Hills Energy
3. How will the proposed Zoning District affect traffic in the area? Will streets or roads need to be updated for access to the area? If yes, what will the requirements be? Yes. Draft traffic study provided with preliminary plat. Coordination continuing with City of Valley engineer regarding improvements to road network.

Signature of Owner  or Signature of Agent \_\_\_\_\_

**Does this zoning change conform to the Current Future Land Use Plan? Y \_\_\_ N x If not, please fill out the following page.**

I hereby state that that the information submitted on this application is accurate and correct. I recognize that the issuance of this application shall not grant approval to violate any of the provisions of the building codes or zoning ordinances enforced by this jurisdiction, state or federal law; and that this application shall not prevent the building official from requiring site to be in compliance with all applicable code provisions during field inspections.

# APPLICATION FOR A CHANGE OF FUTURE LAND USE MAP


Set up a request for a pre-application conference with City Staff prior to submittal. Email ([buildinginspector@valleyne.org](mailto:buildinginspector@valleyne.org))

Date: 11/21/2023 Time: 12:00 pm

## Additional Material Required

1. Site Plan with all pertinent details to amend the Future Land Use Map
  - A. Schematic lay out, proposed lots, roadway layout, etc.
2. Does the proposed map change result in an excessive or burdensome use of public facilities such as streets, schools, transportation facilities or utilities?
3. Additional information deemed necessary by City Staff to conduct a thorough analysis of the application, which may include, but not limited to stormwater analysis, sanitary sewer analysis, traffic impact study, or environmental study.
4. Ownership record.

Project Narrative: Valley Landing is a mixed-use development project. The developer intends to construct the project in two phases. Phase I shall be within Lots 1-9 with all required improvements, with Phase II being within Lots 10-16 with Outlot A and all necessary improvements. The development as a whole will consist of 16 lots with an Outlot A. Outlot A is intended to be a lake that is dredged in order to bring the rest of the development site up to an elevation that meets the requirements of building in a Flood Zone AO. The lake is proposed to be 22 feet in depth with an area of 14.924 acres.

Signature of Owner  or Signature of Agent \_\_\_\_\_

I hereby state that that the information submitted on this application is accurate and correct. I recognize that the issuance of this application shall not grant approval to violate any of the provisions of the building codes or zoning ordinances enforced by this jurisdiction, state or federal law; and that this application shall not prevent the building official from requiring site to be in compliance with all applicable code provisions during field inspections.

## Responses

1. Preliminary site plan indicating proposed land use is provided.
2. Proposed map change is consistent with adjacent development. Interior road network and utilities to be provided to accommodate change of use.
3. Draft traffic study and Waters of the U.S. executive summary included with preliminary plat submittal.
4. Ownership record is provided.

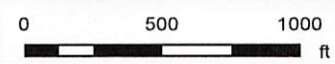




Legend

- Parcels
  - Property Lines (Parcels)
- 

Douglas County NE, Maxar



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

Printed from dogis.org: 05/01/2024 15:06:55

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

**ORDINANCE NO. 812**

**AN ORDINANCE TO AMEND THE FUTURE LAND USE MAP CONTAINED WITHIN THE CITY OF VALLEY, NEBRASKA'S COMPREHENSIVE PLAN RELATING PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 15 NORTH, RANGE 10 EAST OF 6<sup>th</sup> P.M., DOUGLAS COUNTY, NEBRASKA FROM INDUSTRIAL TO GENERAL COMMERCIAL AS FOUND ON PAGE 80 OF SAID COMPREHENSIVE PLAN AS FIGURE 10.5; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.**

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

*Section 1.* That the Future Land Use Map contained with the City of Valley, Nebraska's Comprehensive Development Plan 2018, be and the same is hereby amended as it relates to part of the Northeast Quarter of Section 6, Township 15 North, Range 10 East of the 6<sup>th</sup> P.M., Douglas County, Nebraska from Industrial to General Commercial as found on Page 80 of said Comprehensive Development Plan as Figure 10.

*Section 2.* That any part of this Ordinance that is found to be unenforceable is to be of no force or effect.

*Section 3.* That any part of the aforesaid Comprehensive Development Plan inconsistent herewith is hereby repealed.

*Section 4.* That this Ordinance shall take effect and be in force after its passage and approval, as provided by law.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF JUNE 2024.

CITY OF VALLEY, NEBRASKA

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

ATTEST:

\_\_\_\_\_  
Christie Donnermeyer, City Clerk

## ORDINANCE NO. 813

AN ORDINANCE TO AMEND EXISTING SECTIONS OF THE CITY OF VALLEY ZONING REGULATIONS RELATING TO HEIGHT AND LOT REQUIREMENTS AND MAX BUILDING COVERAGE WITHIN R-2 (MEDIUM/HIGH DENSITY RESIDENTIAL) AND R-3 (LAKEFRONT RESIDENTIAL) ZONING DISTRICTS; TO AMEND EXISTING SECTIONS OF THE CITY OF VALLEY ZONING REGULATIONS REGARDING SUPPLEMENTAL RESIDENTIAL REGULATIONS WITHIN R-3 (LAKEFRONT RESIDENTIAL) ZONING DISTRICT; TO AMEND EXISTING SECTIONS OF THE CITY OF VALLEY ZONING REGULATIONS RELATING TO THE STANDARDS FOR FLOODPLAIN DEVELOPMENT, SPECIFICALLY THE STORAGE OF MATERIALS AND EQUIPMENT WITHIN SAID FLOODPLAIN; TO AMEND EXISTING SECTIONS OF THE CITY OF VALLEY ZONING REGULATIONS RELATING TO NONCONFORMING USES OF LAND; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH.

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

*Section 1.* That existing Section 5.10.06 of the City of Valley Zoning Regulations is hereby repealed.

*Section 2.* That a new Section 5.10.06 of the City of Valley Zoning Regulations shall be inserted and shall read as shown on Exhibit "A" attached hereto and incorporated herein by this reference.

*Section 3.* That existing Section 5.11.06 of the City of Valley Zoning Regulations is hereby repealed.

*Section 4.* That a new Section 5.11.06 of the City of Valley Zoning Regulations shall be inserted and shall read as shown on Exhibit "A" attached hereto and incorporated herein by this reference.

*Section 5.* That existing Section 5.11.07 of the City of Valley Zoning Regulations is hereby repealed.

*Section 6.* That a new Section 5.11.07 of the City of Valley Zoning Regulations shall be inserted and shall read as shown on Exhibit "A" attached hereto and incorporated herein by this reference.

*Section 7.* That existing Section 5.21.07(5) of the City of Valley Zoning Regulations is hereby repealed.

*Section 8.* That a new Section 5.21.07(5) of the City of Valley Zoning Regulations shall be inserted and shall read as shown on Exhibit "B" attached hereto and incorporated herein by this reference.

*Section 9.* That existing Section 4.18.01 of the City of Valley Zoning Regulations is hereby repealed.

*Section 10.* That a new Section 4.18.01 is added to the City of Valley Zoning Regulations as follows:

**4.18.01 *Nonconforming Uses of Land:*** Where at the effective date of adoption or amendment of this ordinance, lawful use of land exists that is made no longer permissible under the terms of this ordinance as enacted or amended, such use may be continued so long as it remains otherwise lawful, subject to the following provisions:

1. No such non-conforming use shall be enlarged or increased, nor extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this ordinance.
2. No such nonconforming use shall be moved in whole or in part to any other portion of the lot or parcel occupied by such use at the effective date of adoption or amendment of this ordinance.
3. If any such nonconforming use of land ceases for any reason for a period of more than 12 consecutive months, any subsequent use of such land shall conform to the regulations specified by this ordinance for the district in which such land is located.
4. Any use of land made nonconforming at the effective date of adoption or amendment of this ordinance wherein the development on the parcel of the land was only partially completed, said development may be completed on said land so long as the original parcel of land is not enlarged so as to encompass more area than when the development was originally started.

*Section 11.* This Ordinance shall take effect and be in force after its passage and approval, as provided by law.

*Section 12.* 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 13.* All ordinances, sections, or parts thereof in conflict herewith are hereby repealed.

PASSED AND APPROVED THIS \_\_\_\_ DAY OF JUNE 2024.

CITY OF VALLEY, NEBRASKA

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Cindy Grove, Mayor

ATTEST:

---

Christie Donnermeyer, City Clerk

**Section 5.10 R-2 Medium/High Density Residential District**

**5.10.01 Intent:**

The purpose of the Medium /High Density Residential District is to permit single-family residences at a medium and/or high density with an increase of density to include duplexes and similar residential development in areas providing all public facilities and supporting facilities to maintain a sound and pleasant environment for the inhabitants.

**5.10.02 Permitted Uses:**

Permitted Uses are allowed outright provided the uses and/or structure meet the minimum bulk requirements of the District.

**5.10.03 Conditional Uses:**

The following uses are subject to any conditions listed in this section as well as any conditions relating to the placement of said use on a specific tract of ground in the R-2 District as recommended by the Planning Commission and approved by the City Council.

**5.10.04 Temporary Uses:**

Temporary uses may be permitted provided a Temporary Use Permit is obtained and said temporary use is eliminated at the expiration of the permit. See Section 4.23.

**5.10.05 Accessory Uses and Structures:**

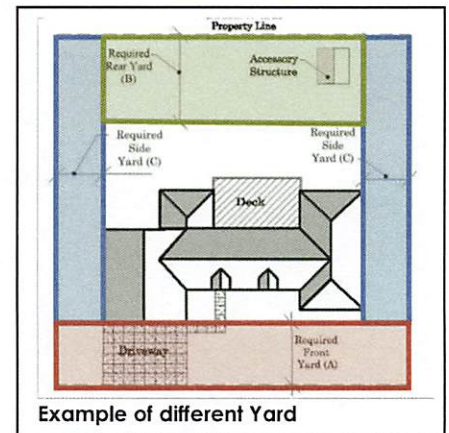
Refer to the definitions of Accessory Uses and Structures, as well as Table 5.06 and Sections within Article 4 for more detail.

**5.10.06 Height and Lot Requirements:**

The height and minimum lot requirements shall be as follows:

Use	Lot Area (Sq. Ft.)	Lot Width (feet)	A Front Yard (feet)	B Rear Yard (feet)	C Side Yard (feet)	Max. Height (feet)	Max. Building Coverage (%)	Max. Impervious Coverage (%)
Single-family dwelling	6,000	40	30	25 (3)	5	35	40	50
Single-family attached/Townhouses	2,500/unit	20/unit	30	25 (3)	(1)(8)	35	40	50
Two-family dwelling/duplex	6,000	60	30	25 (3)	5	35	40	50
Multi-family dwelling/Apartment	1,500/unit	50	30	25 (3)	5 (2)	45 (7)	35	50
Condominiums	2,500/unit	20/unit	30	25 (3)	5	35 (7)	35	50
Other Permitted Uses	6,500	50	30	25 (3)	5	35	35	50
Conditional Uses	6,500	50	30	25 (3)	5	35	35	50
Accessory Uses (6)	-	-	30	5 (9)	5	17	10 (4)	10

1. The side yard along the common wall shall be 0 feet. The common wall shall be along the adjoining lot line.
2. The Side Yard Setback shall be 10 feet if the structure is over 30 feet in height
3. See Section 4.09.06 of this Ordinance.
4. See Section 4.12.08.
5. On Corner Lots the following criteria apply to setbacks. In existing developed areas, the Street Side Yard setback may conform to existing setbacks of existing single-family structures, two family structures and multiple family structures along that street. In new developments, the Street Side Yard setback shall be equal to the Front Yard setback.
6. Accessory uses including but not limited to structures, driveways, patios and other impervious surfaces highly resistant to infiltration by water.
7. The maximum height may be increased through the conditional use permit process per Section 4.13.02.
8. All interior units may be a minimum of 20 feet wide per unit; while, all exterior units shall have a minimum of 30 feet of width per unit.
9. See Section 4.12.10 of this Ordinance



**Section 5.11 R-3 Lakefront Residential District**

**5.11.01 Intent:**

This district is intended to provide living areas on lakefront developments within the City's planning jurisdiction. Single and two-family residential dwellings are allowed in the district to promote and encourage a suitable environment for family life, minimize congestion, and reduce potential environmental hazards in relation to land use and the floodplain.

**5.11.02 Permitted Uses:**

Permitted Uses are allowed outright provided the uses and/or structure meet the minimum bulk requirements of the District.

**5.11.03 Conditional Uses:**

The following uses are subject to any conditions listed in this section as well as any conditions relating to the placement of said use on a specific tract of ground in the R-3 District as recommended by the Planning Commission and approved by the City Council.

**5.11.04 Temporary Uses:**

Temporary uses may be permitted provided a Temporary Use Permit is obtained and said temporary use is eliminated at the expiration of the permit. See Section 4.23.

**5.11.05 Accessory Uses and Structures:**

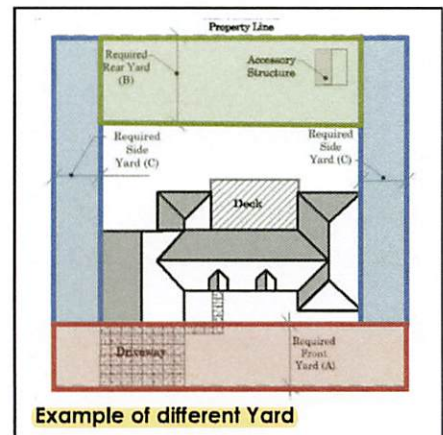
Refer to the definitions of Accessory Uses and Structures, as well as Table 5.06 and Sections within Article 4 for more detail.

**5.11.06 Height and Lot Requirements:**

The height and minimum lot requirements shall be as follows:

Use	Lot Area (Sq. Ft.)	Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Lakeside Setback (ft. from water)	Max. Height (feet)	Max. Building Coverage (%)	Max. Impervious Coverage (%)
Single-family dwelling (7)	8,000	40	20	25 (3)	5 (2)	20	35	40	60
Single-family attached/Townhouses (7)	2,500/unit	20/unit (6)	20	25 (3)	(1) (8)	20	35	40	60
Two-family dwelling/duplex (7)	6,000	60	20	25 (3)	5 (2)	20	35	40	60
Other Permitted Uses	8,000	50	20	25 (3)	5 (2)	20	35	50	60
Conditional Uses	8,000	50	20	25 (3)	5 (2)	20	35	50	60
Accessory Structures (8)	-	-	20	5	5	20 (5)	17	15 (4)	15

- The side yard along the common wall shall be 0 feet. The common wall shall be along the adjoining lot line.
- See Section 4.09.06 of this Ordinance.
- See Section 4.12.08.
- Boat slips or docks (unattached to buildings/structures) shall have no setback required when in water.
- Exterior lots shall be a minimum of 30 feet in width.
- On Corner Lots, the following criteria apply to setbacks. In existing developed areas, the Street Side Yard setback may conform to existing setbacks of existing single-family structures and two-family structure structures along that street. In new developments, the Street Side Yard setback shall be equal to the Front Yard setback.
- Accessory uses including but not limited to structures, driveways, patios and other impervious surfaces highly resistant to infiltration by water.
- All interior units may be a minimum of 20 feet wide per unit; while, all exterior units shall have a minimum of 30 feet of width per unit.



**Example of different Yard**

**5.11.07 Supplemental Residential Regulations**

- Single-family Attached/Townhouses**
  - Common wall shall have a zero-lot line setback and be located on the property line separating both dwellings.
  - Each unit is separated by a two-hour fire rated wall from the lowest level and continuing through the roof structure.
  - Each unit shall be serviced by separate facilities.
  - When each unit is in separate ownership, the accompanying lot shall not be in common ownership with any other unit.
  - No more than four units shall be connected in this district.
  - Accessory structure setback from lake allowed to be 0' with engineered seawall.

2. Resource extraction operations, pursuant to Section 9.17 shall also meet the following Supplemental Regulations within this specific district.
  - A. Said operation was the initial method for the lake development,
  - B. Said operation is part of a continuing Lakefront Residential development plan,
  - C. Said operation and any residential development have separate points of ingress and egress, and
  - D. Said operation is being established to expand an existing Lakefront Residential development.

4. New construction, subdivision proposals, substantial improvements, prefabricated buildings, placement of manufactured homes and other developments shall require:
  - A. Design or anchorage to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
  - B. New or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems be located so as to avoid impairment or contamination.
  - C. Construction with materials resistant to flood damage, utilizing methods and practices that minimize flood damages, and with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
  - D. All utility and sanitary facilities to be elevated or floodproofed up to the regulatory flood protection elevation.
5. Storage of Material and Equipment
  - A. The storage or processing of materials that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal or plant life is prohibited.
  - B. Storage of other material or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or if readily removable from the area within the time available after flood warning.
  - C. Lots designated for outdoor storage shall be elevated to 1' above BFE.
6. Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, be required to assure that all such proposals are consistent with the need to minimize flood damage, all public utilities and facilities, such as sewer, gas, electrical, and water systems are located, elevated and constructed to minimize or eliminate flood damage, adequate drainage is provided so as to reduce exposure to flood hazards, and Proposals for development (including proposals for manufactured home parks and subdivision) of five (5) acres or fifty (50) lots, whichever is lesser, include within such proposals the base flood elevation.

#### **5.21.08 Flood Fringe Overlay District – Including AO and AH Zones)**

1. Permitted Uses
 

Any use permitted in Section 5.18.0 9 shall be permitted in the Flood Fringe Overlay District. No use shall be permitted in the district unless the standards of Section 5.18.07 are met.
2. Standards for the Flood Fringe Overlay District
  - A. Require new construction or substantial improvements of residential structures to have the lowest floor, including basement, elevated to or above one (1) foot above the base flood elevation.
  - B. Require new construction or substantial improvements of non-residential structures to have the lowest floor, including basement, elevated to or above one (1) foot above the base flood elevation or, together with attendant utility and sanitary facilities, to be floodproofed so that below that level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the Building Inspector as set forth in Section 5.21.05(3)(G).
  - C. Require for all new construction and substantial improvements that fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria: A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be not higher than one foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

## **RESOLUTION 2024-35**

**WHEREAS**, the City of Valley, Nebraska, wishes to adopt a Master Agreement for Communications Cable and Facilities in Public Rights-of-Way for any entity who desires to construction communication facilities within the City's right-of-way; and

**WHEREAS**, said Master Agreement would grant an applicant a non-exclusive permit to construct their communications facilities within said rights-of-way; and

**WHEREAS**, an Applicant would be responsible to compensate the City on an annual basis for the use of the said rights-of-way on the basis on the number of lineal feet of cable or fiber constructed within or over said rights-of-way; and

**WHEREAS**, said permit would be good for a period of ten (10) years, unless sooner terminated or extended as provided in said Master Agreement;

**NOW THEREFORE**, in consideration of the foregoing recitals, the Mayor and City Council of the City of Valley, Nebraska hereby adopts the following Resolution:

**BE IT RESOLVED** by the Mayor and City Council of the City of Valley Nebraska that the Master Agreement for Communications Cable and Facilities in Public Rights-of-Way attached hereto as Exhibit "A" and all Exhibits thereto is hereby approved and that all applicants seeking a permit to occupy the City's rights-of-way with communication facilities will need to agree to execute said Master Agreement.

PASSED AND APPROVED THIS 11<sup>TH</sup> DAY OF JUNE 2024.

CITY OF VALLEY, NEBRASKA

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

ATTEST:

\_\_\_\_\_  
Christie Donnermeyer, City Clerk

**MASTER AGREEMENT FOR COMMUNICATIONS CABLE AND FACILITIES IN  
PUBLIC RIGHTS-OF-WAY**

THIS MASTER AGREEMENT FOR COMMUNICATIONS CABLE AND FACILITIES IN PUBLIC RIGHTS-OF-WAY (the "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between City of Valley, Nebraska, a Municipal Corporation (hereinafter referred to as "CITY"), and \_\_\_\_\_, d/b/a/ \_\_\_\_\_, a \_\_\_\_\_ corporation/limited liability company authorized to do business in Nebraska as a telecommunication services provider (hereinafter referred to as "PERMITTEE") (collectively, the "Parties"). This Agreement shall not be effective until it is approved by the City Council of CITY and signed by both Parties.

WHEREAS, CITY is organized and existing under and by virtue of the laws of the State of Nebraska and possesses plenary power, control and authority over the use and occupation of the public Rights-of-way within its corporate boundaries; and

WHEREAS, PERMITTEE desires to install, operate and maintain a communications system or other communications facilities described in or determined in accordance with this Agreement upon, above, under or within certain streets and public Rights-of-way within the corporate boundaries of CITY, which may include buried wires and fiber optic cable and associated facilities to enable the provision of telecommunication or communication services (the "System"); and

WHEREAS, CITY is authorized to grant leases and permits to occupy public Rights-of-way; and

WHEREAS, CITY and PERMITTEE have agreed to be bound by the terms and conditions set forth herein which shall govern PERMITTEE's use of the CITY's public Rights-of-way;

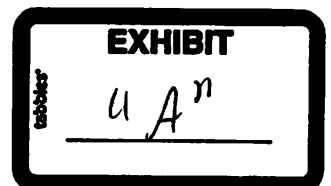
NOW, THEREFORE, in consideration of the foregoing recitals and the terms, conditions hereinafter set forth herein, the Parties agree as follows:

**Article I - Definitions**

As used in this Agreement, the following terms, phrases, and words shall be ascribed the following meanings, unless the context indicates otherwise. As used in this Agreement, the word "shall" is mandatory, and the word "may" is permissive. Words not defined in this Article I or otherwise in this Agreement shall be given their common and ordinary meanings, consistent with the context in which such words are used and the purposes of this Agreement.

A. "Affiliate" or "parent" of PERMITTEE means any person or entity that directly or indirectly owns or controls, or is owned or controlled by, or is under common control with, a Party to this Agreement.

B. "Cable" shall mean all fiber optic and/or other cable now or hereafter owned, utilized or controlled by PERMITTEE located within the public Rights-of-way of CITY's Jurisdiction as now or hereafter constituted.



C. "Communications Facilities" means Facilities as defined in Article I(D) below and described in Article II(A) below, which Facilities shall be subject to the terms and conditions of this Agreement.

D. "Facilities" means all physical components of the System located within the Jurisdiction, including, without limitation, Cables, wires, pipes, underground conduits, ducts, equipment cabinet, manholes, hand holes, vaults, fiber optic cables and devices, switches, routers, amplifiers, power supplies and other structures and appurtenances.

E. "Jurisdiction" shall mean within the corporate boundaries of CITY as now or hereafter constituted.

F. "Rights-of-way" shall mean CITY streets, roads, alleys, sidewalk areas and other dedicated Rights-of-way within the Jurisdiction, together with dedicated utility easements within the Jurisdiction and easements deeded to CITY for utility purposes. This term shall not include any other property owned or leased by CITY for any other proprietary, public or municipal use.

G. "Telecommunication" or "telecommunication services" or "communication services" shall mean the transmission of signs, signals, messages, words, writings, images, data, and sounds or information of any nature by any means, including but not limited to wire, Cables, fiber optic cables, radio, optical or electromagnetic systems, between or among points specified by PERMITTEE or its subscriber, through or by way of PERMITTEE's Facilities and System, without a change in the form or content of the signs, signals, messages, words, writings, images, data, and sounds or information as sent or received.

H. "Underlying Rights" shall mean all deeds, leases, easements, pole sharing agreements and other interests by which PERMITTEE is authorized to install, operate and maintain the System upon any real or personal property, whether public or private.

## **Article II – Grant of Permission to Make Reasonable Use of Public Rights-of-way**

A. Grant of Limited and Non-Exclusive Use. In consideration of and upon the terms and conditions set forth in this Agreement and those set forth in the "Statement of Policy and Standard Specifications for Communications Facilities on CITY property" (the "Policy"), attached hereto as "EXHIBIT A" and incorporated herein by this reference, as may be modified from time to time, CITY hereby agrees to grant and give to PERMITTEE a limited and non-exclusive permit to survey and construct, subsequent to PERMITTEE's acquisition of all necessary permits and payment of all applicable fees in accordance with this Agreement and all applicable law, and then to install, operate, inspect, maintain, protect, repair, alter, replace or remove PERMITTEE's telecommunication or communications Cables and Facilities ("Communications Facilities"), as the Communications Facilities are described on City-approved plans and specifications to be added to this Agreement from time to time, which documents are described in Article VI(A) below and shall collectively be known as "EXHIBIT B", each of which shall be considered a part hereof after being dated and signed by authorized representatives of both Parties, and attached hereto by CITY. The Communications Facilities shall consist of existing or future underground conduits, Cables, wires, optic fibers, dark fibers, splicing boxes, and appropriate appurtenances located on, above and/or beneath the surface of the streets, alleys, sidewalks or other public grounds within CITY, but only as such Communications Facilities and such streets, alleys,

sidewalks or other public grounds are described in EXHIBIT B. PERMITTEE shall not install its Communications Facilities on, above, or beneath any street, alley, sidewalk or other public ground except as specifically described in EXHIBIT B. The permit contemplated by this paragraph shall include the right of reasonable access to the Communications Facilities by PERMITTEE.

B. Waiver of CITY Liability. PERMITTEE acknowledges and agrees that CITY makes no representation to PERMITTEE as to the suitability of CITY Rights-of-way or property for the purposes intended by PERMITTEE. PERMITTEE hereby waives, relinquishes and releases CITY from any and all loss, claim or liability arising out of PERMITTEE's use of CITY's Rights-of-way or property or arising out of PERMITTEE's exercise of rights or authority under this Agreement and under any permit issued pursuant to this Agreement.

C. CITY's Retained Rights. In addition to, and not in limitation of, any other rights of CITY under this Agreement or applicable law or regulations, CITY retains the following rights in regard to this Agreement:

(1) At its option, to terminate this Agreement or Rights-of-way permits for misuse, non-use or failure of PERMITTEE to comply with the provisions hereof, or for any reason that the Agreement or any such permits may be terminated by CITY as provided under this Agreement, the Policy, or applicable laws, regulations, or rules;

(2) To use, control and regulate the use of CITY streets, roads, easements, other public places and the Rights-of-way, including without limitation the space above, upon, within and beneath the same; and

(3) To require the removal or relocation of any of the Communications Facilities from the Rights-of-way, or to allow PERMITTEE to abandon any segment of such Communications Facilities, as required or allowed under the CITY's Policy or applicable permit(s), laws, rules or regulations.

D. Construction of Permissions Granted. The permissions granted herein to make reasonable use of the Rights-of-way shall not be deemed to be a franchise, nor an exclusive license or right, and CITY reserves the right to make or grant a similar use of the Rights-of-way to any other persons or entities. Furthermore, all terms and conditions of the Policy, this Agreement, and applicable laws and regulations, if possible, shall be interpreted in a manner that is consistent and gives effect to all terms and conditions, as determined by the City Engineer or the City Engineer's designee. In the event the City Engineer or the City Engineer's designee determines that any conflict exists between or among any terms or conditions of this Agreement, the Policy, any permit, or applicable laws or regulations, such terms or conditions shall be interpreted pursuant to the following order: applicable laws, applicable regulations, the Agreement, the permit, and the Policy, as determined by the City Engineer or the City Engineer's designee. PERMITTEE, without intending to limit any other provisions of the Policy, specifically acknowledges that PERMITTEE and its Communications Facilities shall be subject to the requirements of Section G. of the Policy, relating to costs to be paid to CITY.

E. Effect of Termination. Upon termination of this Agreement, whether by expiration of the Term or by earlier termination by a Party as allowed by this Agreement, PERMITTEE's rights

to use the public Rights-of-way shall cease, regardless of whether such use of the Rights-of-way was approved under this Agreement or a subsequent Rights-of-way permit, and CITY may exercise its right to require the removal or relocation of any of the Communications Facilities from the Rights-of-way pursuant to Article II(C)(3) of this Agreement, or may pursue all other remedies which may be available to CITY under this Agreement or by law.

**Article III – Scope of Agreement: Providing “Cable Services” Prohibited:  
Installation or Attachment of Wireless Microcell or Small Cell Antennas  
and Components Are Beyond Scope**

This Agreement confers only the right to make reasonable use of the Rights-of-way for PERMITTEE's installation and use of the Communications Facilities, as defined in Article I(C) above, and it is expressly conditioned upon the restriction that PERMITTEE shall not operate as a "cable operator" as that term is defined under federal law (47 U.S.C. § 522(5)), nor shall it provide or offer to provide "cable services" as that term is defined under federal law (47 U.S.C. §522(6)), without proper local, state, and federal authorization, as required by law. Furthermore, this Agreement does not confer to PERMITTEE any permission or right to install any poles, towers or other structures on, within or above CITY Rights-of-way, unless such facilities are part of the Communications Facilities approved by the CITY, or to install or attach any antennas or other wireless service components or equipment to, in, on, or as part of any poles, towers, or other structures on, within, or above CITY Rights-of-way, for wireless microcell or small cell, or other wireless communication technologies (“other communication facilities”). The Parties acknowledge and agree that any proposed installation or attachment of any other communication facilities shall require the Parties to enter into a separate master agreement which is specific to the proposed use and in the form and content satisfactory to CITY; and that in accordance with such separate master agreement PERMITTEE shall be required to: (i) submit an application for permit, along with plans and specification documents, for CITY’s review and approval, (ii) and acquire all necessary permits from CITY, and submit payment of all applicable fees to CITY, for all such installations and attachments in CITY’s Rights-of-way.

**Article IV - Sales and Use Tax, and Occupation Tax**

PERMITTEE shall pay sales, use and occupation taxes as follows:

A. PERMITTEE shall obtain a sales and use tax license from CITY if required by applicable laws, rules, or regulations, and comply with all conditions, requirements, and other provisions of such license.

B. To the extent PERMITTEE’s sales of communications services and sales and leases of optical fibers to third parties are subject to sales and/or use taxes imposed by law, PERMITTEE shall collect such taxes from such third parties and promptly remit them to the appropriate tax collection and revenue authority.

**Article V - Rent**

PERMITTEE shall pay to CITY an annual rental for the use and occupancy of CITY’s public Rights-of-way or other public grounds occupied by such Cable, lines, Communication Facilities and appurtenances, which rental shall be the sum of Two Dollars and No Cents (\$ 2.00)

per lineal foot of Rights-of-way space occupied, as provided in Section G(ii) of Exhibit A. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement is intended to alter, amend, modify or expand the taxes, fees, and other charges that may lawfully be assessed on PERMITTEE's business activities under this Agreement under applicable law. Any and all taxes, fees, and other charges assessed or imposed under this Agreement shall be applied to all communications providers in a neutral and nondiscriminatory manner.

#### **Article VI - Use of Rights-of-way**

A. **Permits.** PERMITTEE shall secure all permits required to be issued by the appropriate officials of CITY, and pay all applicable fees, in connection with the installation of the Communications Facilities. The Communications Facilities shall be laid substantially in accordance with the plans and specifications submitted to and approved by CITY and in conformity with any and all specific conditions as may be set forth by CITY from time to time in the permits granted to PERMITTEE by CITY pursuant hereto, copies of which permits, plans, and specifications shall be kept on file by CITY.

B. **One-Call System.** PERMITTEE shall be a party to the Nebraska One-Call System. Facilities shall be located (thru One-Call), installed and maintained so that none of the Communications Facilities, or activities in connection with such Communications Facilities, endanger the lives, health or safety of persons, or interfere with any public or other improvements CITY or other governmental or private entities (including any storm water, sanitary sewer or water utilities or enterprises) have in place or may deem proper to make, nor shall the location, installation or maintenance of the Communications Facilities hinder or obstruct the safe and free use of the streets or other public Rights-of-way. All Communications Facilities shall be so located as to cause minimum interference with the rights and reasonable convenience of property owners of property which adjoins any Rights-of-way.

C. **Schematic Plans for Facilities.** With its request for this Agreement, and with any request for a permit pursuant to this Agreement, PERMITTEE shall furnish to CITY the general schematic plans for its Communications Facilities, including, route maps, depiction, sketch or renderings of its equipment boxes and structures, engineering, traffic control, and landscaping plans. Such plans and reports shall be subject to review and approval of the City Engineer or the City Engineer's designee with respect to applicable requirements imposed upon all similarly situated PERMITTEES and users of the rights of way, including the following: (1) that all applicable laws including building and zoning codes and air and water pollution regulations are complied with, (2) that aesthetic and good planning principles have been given due consideration, and (3) that adverse impact on the environment has been minimized. PERMITTEE shall comply with all such applicable requirements of CITY and shall incorporate all other changes to its plans as requested by CITY in accordance with such applicable requirements. Final plans and specifications shall be submitted and subject to review and approval in accordance with the Policy or applicable permitting requirements.

D. **PERMITTEE's Obligations.** All construction, excavation, maintenance and repair work done by PERMITTEE shall be done in a workmanlike and expeditious manner which minimizes the inconvenience to CITY, the general public and individuals. PERMITTEE shall be

liable for any damage to CITY or CITY-owned property caused by PERMITTEE or PERMITTEE's failure to act in a timely manner. All such construction, excavation, maintenance and repair work done by PERMITTEE shall comply with all applicable federal, state, and local laws, rules, and regulations, and PERMITTEE shall be responsible for obtaining all applicable permits and licenses. PERMITTEE shall, at PERMITTEE's sole cost and expense, maintain the construction, excavation, maintenance and repair work areas in a neat and tidy manner, and free and clear of all obstructions, trash, rubbish, debris and other materials. CITY shall have the right to inspect all construction or excavation work to insure compliance with this Agreement and all applicable laws, regulations, and permits, and may order PERMITTEE to perform corrective work, with respect to which PERMITTEE shall promptly comply. All public and private property disturbed by PERMITTEE's activities shall be promptly restored by PERMITTEE at its expense to the same or similar conditions existing prior to such activities, subject to inspection by CITY's Director of Public Works, City Engineer or his or her designee and compliance by PERMITTEE with any remedial actions required by said official pursuant to the inspection, all to the satisfaction of such CITY official. PERMITTEE shall be liable to CITY for the full cost of restoring any public property not promptly or adequately remedied by PERMITTEE as required by said official.

(d) Installation, Maintenance, Renovation and Replacement of Facilities. The installation, maintenance, renovation and replacement of Facilities by PERMITTEE shall be subject to regulation by CITY through requirements including, without limitation, CITY's Municipal Code, this Agreement, and the attached Policy, with respect to matters including but not limited to: (a) the location of Communications Facilities in or upon the streets, alleys and dedicated easements, (b) the disturbance and reconstruction of pavement, sidewalks, and surface of streets, alleys, dedicated easements and driveways, (c) the timing and scheduling of work, and (d) the temporary closure of portions of streets and alleys. All Communications Facilities shall be designed and installed so as to cause a minimal amount of interference with public property, water mains, sewer mains, electric and natural gas facilities, streetlights, traffic signals, and all other municipal or authorized use of the Rights-of-way. CITY's Director of Public Works or City Engineer, or his or her designee, may direct and require PERMITTEE to locate its Communications Facilities within a defined telecommunications corridor within any street or other Rights-of-way or otherwise at a specific location to minimize interference with other facilities or utilities. PERMITTEE shall install and maintain its Communications Facilities in such manner as to minimize interference with trees, natural features and vegetation.

CITY agrees to make a good faith effort to process all of PERMITTEE's completed applications for construction permits in a timely manner.

#### **Article VII- Additional CITY Regulation**

CITY expressly reserves its right and duty to adopt, from time to time, in addition to the provisions herein contained, such policies, ordinances and rules and regulations as CITY in its sole discretion deems necessary or appropriate to promote the health, safety or welfare of CITY, its inhabitants or their property. Not in limitation of the foregoing sentence, PERMITTEE understands that CITY reserves its right and duty to adopt changes to the Policy, attached as Exhibit A, from time to time as deemed necessary for the best interests of CITY, its inhabitants

or their property.

### **Article VIII - Coordination and Conduit/Pole Sharing**

In order to minimize disruption to vehicular traffic and inconvenience to the public, and protect the public interests in connection with permitted uses of Rights-of-way, which have limited capacity, by utilities, holders of leases and permits and other interests needing to locate or maintain facilities in the Rights-of-way for the benefit of the public, it is imperative that any conduit sharing and other colocation solutions be encouraged and utilized to the greatest extent possible. In furtherance of such purposes, PERMITTEE agrees, wherever reasonably feasible, that it shall collocate its Communications Facilities and cooperate with CITY and others in placing conduit within the Rights-of-way and in sharing or utilizing unused space within underground conduits owned by PERMITTEE or others, and upon any on or above ground Communications Facilities owned by PERMITTEE or others. At any time that CITY or PERMITTEE intends to install new underground conduit or replace existing underground conduit, or install or replace other facilities in CITY's controlled Rights-of-way, such Party shall endeavor, whenever feasible, to provide the other Party with forty-five (45) days advance written notice in order to permit the additional contemporaneous installation of conduit and assessment of potential collocation. If either Party desires additional conduit installed, it will so notify the other Party. The Party providing such notice shall be responsible for the additional incremental expense for installing such additional conduit.

### **Article IX - Insurance and Bond**

A. **Insurance.** Prior to commencement of any installation of Communications Facilities under this Agreement, PERMITTEE shall procure and thereafter continuously maintain, for as long as this Agreement remains in effect, the insurance coverages specified in the Policy.

B. **Bond.** PERMITTEE shall file with the City Clerk a continuing performance bond as specified in the Policy.

### **Article X – Term and Renewal**

A. **Initial Term.** The initial Term of this Agreement shall be for a period of ten (10) years from and after the Effective Date of the Agreement, unless sooner terminated as provided in this Agreement or for any reason a permit is terminated or may be terminated by CITY.

B. **Renewal.** At the expiration of the initial Term, this Agreement shall automatically renew thereafter from year to year, unless either Party provides notice to the other of its intention not to renew prior to the expiration of the initial or any renewal term.

### **Article XI - Indemnification and Representations**

A. **Indemnity.** Pursuant to this Article, which shall survive the termination of this Agreement, PERMITTEE shall indemnify, defend and hold harmless CITY, its officers, employees, elected officials, boards, commissions and any other legal entity affiliated with CITY from and against all liabilities, claims, damages, penalties, losses, demands, suits, costs, and expenses whatsoever for personal injury, death, or property damage which arise from or on account of, in whole or in part, any acts or omissions of PERMITTEE, or any agent of PERMITTEE, pursuant to this Agreement or any permit,

including without limitation, all liabilities, claims, losses, demands, suits, costs, expenses, damages or penalties arising out of PERMITTEE's installation, construction, operation, maintenance, or removal of the System and Communications Facilities, except for such liabilities, claims, losses, demands, suits, costs, expenses, damages or penalties caused solely by the intentional misconduct or gross negligence of CITY or agent thereof. PERMITTEE also hereby agrees, at its sole discretion, to either defend the CITY against indemnified claims or to pay all reasonable expenses incurred by CITY in defending itself with regard to any damages, claims or penalties arising from PERMITTEE's acts or omissions, including all out-of-pocket expenses, reasonable attorney's fees, and the reasonable value of any services rendered by the City Attorney, their assistants or sub-consultants, or any employees of CITY.

B. CITY's Immunities. Nothing in this Agreement is intended, nor shall it be construed, to create or extend any rights, claims or benefits to, or assume any liability for or on behalf of, any third-party, or to waive any rights, immunities or limitations otherwise conferred upon CITY under or by virtue of federal or state law.

C. Notice and Defense of Third-Party Actions. Each Party entitled to indemnification under this Article X (the "Indemnified Party") shall give prompt written notice to the Party that is obligated to provide such indemnification (the Indemnifying Party") of the commencement or assertion of any claim by a third-party (collectively, a "third-party action") in respect of which the Indemnified Party will seek indemnification hereunder, which notice shall state, to the extent known to the Indemnified Party, the basis on which the claim for indemnification is made, the facts giving rise to or the alleged basis of the third-party action, and the amount (which may be estimated) of liability asserted by reason of the claim; such notice shall also include a copy of the document (if any) by or in which the third-party action is commenced or asserted. Any failure to notify the Indemnifying Party shall not relieve it from any liability that it may have to the Indemnified Party under this Article unless the failure to give such notice materially and adversely prejudices the Indemnifying Party or caused the Indemnifying Party to incur any additional expense and then only to the extent of such prejudice or additional expense. The Indemnifying Party shall have the right to assume control of the defense of or settle or otherwise dispose of such third-party action on such terms as the Indemnifying Party deems appropriate; *provided, however*, that:

(1) The Indemnified Party shall be entitled, at its own expense, and without unreasonable interference with the actions of the Indemnifying Party, to participate in the defense of third-party actions;

(2) The Indemnifying Party shall obtain the prior written consent of the Indemnified Party before entering into any settlement, compromise, admission or any acknowledgment of the validity of a third-party action or any liability in respect thereof, which consent shall not be unreasonably withheld;

(3) No Indemnifying Party shall consent to the entry of any judgment or enter into any settlement that does not include a release from all liability by each claimant or plaintiff to each Indemnified Party with respect to such third-party action; and

(4) In the event the Indemnifying Party fails to assume the defense within a reasonable length of time, the Indemnified Party shall be entitled to have sole control over, the defense or settlement, compromise, admission or other acknowledgment of any third-party action.

D. Cooperation. The Parties shall cooperate with each other in the defense of any third-party action that is the subject of this Article X and shall furnish each other all such further information that they have the right and power to furnish as may reasonably be necessary to defend such third-party action.

E. Representations and Warranties. In addition to any other representations and warranties contained in this Agreement, each Party hereto represents and warrants to the other that:

(1) It has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement;

(2) It has taken all requisite corporate action to approve the execution, delivery and performance of this Agreement;

(3) This Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms; and

(4) Its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes, or court orders of any local, state or federal government agency, court, or body.

#### **Article XII – Remedies Upon Breach**

A. In the event of any breach of the terms of this Agreement by either Party, the non-breaching Party shall have the right to obtain one or more of the following remedies, which are expressly agreed to be cumulative, and the exercise of any one or more of them shall not be dependent upon the exercise of any other remedy, nor does the exercise of any one or more of them constitute any bar or limitation to the exercise of any other: (1) specific performance or injunctive relief, (2) monetary damages, and (3) termination. In the event either Party is required to commence an action to enforce its rights under this Agreement or to obtain remedies provided above and substantially prevails therein, such Party shall be entitled to recover its costs, including attorney's fees and expert witness fees.

B. Before terminating the Agreement pursuant to subsection "A" above on account of any default, the non-defaulting Party shall provide the Party in default with written notice of the default and afford such Party a reasonable period in which to cure the default which shall be at least 30 days, unless otherwise agreed by the non-defaulting Party.

#### **Article XIII - Delays and Limitation of Liability**

A. Delays. Under no circumstances shall CITY ever be liable for any outage, interference or interruption, or for any delay in restoring any service or any operational aspect, of PERMITTEE's Communications Facilities and System within the Rights-of-way which have been subjected to an outage, interference or interruption, whatever the cause of such outage, interference or interruption, unless solely caused by the intentional misconduct or gross negligence of CITY or agent acting on behalf of CITY, and CITY would be liable under the Nebraska Political Subdivisions Tort Claims Act.

B. Limitation of Liability. Notwithstanding any provision of this Agreement to the contrary, in no event shall CITY be liable to PERMITTEE or any agent of PERMITTEE for any special, incidental, indirect, punitive, reliance or consequential damages, whether foreseeable or not, arising out of, or in connection with transmission interruptions or problems, including but not limited to, any special, incidental, indirect, punitive, reliance or consequential damages relating to damage or loss of property or equipment, loss of profits or revenue, cost of capital, cost of replacement services, or claims of PERMITTEE's customers whether occasioned by any repair or maintenance performed by, or failed to be performed by, CITY or agent acting on behalf of CITY, any Party to this Agreement, or any other cause whatsoever, including, without limitation, breach of contract, breach of warranty, negligence, or strict liability. All claims for damages arising out of this Agreement shall be made within the limitations period specified by applicable Nebraska Statutes. Notwithstanding any longer limitations period that might be provided by applicable law, no claims for damages with respect to this Agreement may be made more than five (5) years after the date that the event giving rise to such claim is known or reasonably should have been known to the person or entity making such claim; and no claim for indemnity under the provisions of this Agreement may be made more than five (5) years after the first notice of any claim received by the Party claiming under such indemnity provision.

**Article XIV- Notices**

Except as otherwise provided herein, notice under this Agreement shall be deemed sufficient if provided in writing and mailed, regular U.S. mail or certified mail, or personally delivered as follows:

If to CITY:	City of Valley City Clerk 203 North Spruce Street Valley, NE 68064
With a copy to:	City of Valley Public Works Superintendent 203 North Spruce Street Valley, NE 68064
With a copy to:	Valley City Attorney 220 North 89 <sup>th</sup> Street, Stuit 103 Omaha, NE 68114
If to PERMITTEE:	_____ _____ _____ _____

With an additional copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either Party may notify the other Party in writing of changes in the persons to whom notices are to be delivered. Notices shall be deemed given upon delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

**Article XV- Successors and Assigns**

This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. No provision of this Agreement shall confer rights or benefits upon any person not a Party to this Agreement.

**Article XVI - Signatures**

The persons signing this Agreement on behalf of PERMITTEE represent and warrant that such persons and PERMITTEE have the requisite power and authority to enter into, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of PERMITTEE enforceable against PERMITTEE in accordance with its terms.

**Article XVII - Miscellaneous Provisions**

A. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed part of this Agreement.

B. Limitation of Benefits. It is the explicit intention of the Parties hereto that no Person other than the Parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against any Party hereto, and that covenants, undertakings, and agreements set forth in this Agreement shall be enforceable only by the Parties hereto or their respective successors or permitted assigns.

C. Severability. If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be held to be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity or enforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of said Agreement.

D. Independent Contractors. In all matters pertaining to this Agreement, the relationship of PERMITTEE and CITY shall be that of independent contractors, and neither PERMITTEE nor CITY shall make any representations or warranties that their relationship is other than that of independent contractors. This Agreement is not intended to create nor shall it be construed to create any partnership, joint venture, employment or agency relationship between PERMITTEE and CITY; and no Party hereto

shall be liable for the payment or performance of any debts, obligations, or liabilities of the other Party, unless expressly assumed in writing herein or otherwise. Each Party retains full control over the employment, direction, compensation and discharges of its employees, and will be solely responsible for all compensation of such employees, including social security, withholding and workers compensation responsibilities.

E. Labor Relations. Each Party hereto shall be responsible for labor relations with its own employees. Each Party agrees to notify the other immediately whenever it has knowledge that a labor dispute concerning its employees is delaying or threatens to delay timely performance of its obligations under this Agreement.

F. Exercise of Rights. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder and no course of dealing between the Parties shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

G. Additional Actions and Documents. Each of the Parties hereto hereby agrees to take or cause to be taken such further actions, to execute, acknowledge, deliver and file or cause to be executed, acknowledged, delivered and filed such further documents and instruments, and to use its commercially reasonable efforts to obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement, whether at or after the execution of this Agreement.

H. Survival. The obligations of the Parties under Articles IV, V, VII, XI, XII, XIII, XIV, XV, XVI and XVII, and any other provisions of this Agreement that by its terms contemplate continuing duties or performance, shall survive any termination of this Agreement.

I. Headings. Article headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

J. Incorporation of Exhibits. The Exhibits referenced in and attached to this Agreement shall be deemed an integral part hereof and incorporated into this Agreement by reference to the same extent as if written at length herein.

K. Governing Law. This Agreement and each of its provisions shall be governed by and construed and interpreted according to all applicable federal laws, state statutes, and CITY ordinances and regulations. Any dispute arising from this contractual relationship shall be governed solely and exclusively by Nebraska law.

L. Forum Selection and Personal Jurisdiction. Any dispute arising from this contractual relationship which rises to the level of a lawsuit shall be solely and exclusively filed in, conducted in, and decided by the courts located in Sarpy County, Nebraska or by the federal courts located in Douglas County, Nebraska. As such, the Parties also agree to exclusive personal jurisdiction in such courts located in Nebraska.

M. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which taken together shall constitute one and the same

instrument.

N. Agreement Binding. The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the Parties and all their respective representatives, successors, assigns, heirs, and estates. No special meaning shall be given to any instance in this Agreement in which the name of a Party is used without the phrase “successors and assigns” following immediately thereafter, unless expressly stated otherwise.

O. Assignment. Neither Party hereto shall assign or otherwise convey any of its rights, title, or interests under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, however, a Party may assign this Agreement to a successor in interest who has purchased substantially all of the stock or assets of the Party without seeking the consent of the other Party, but shall provide written notice of the same to the other Party within thirty (30) days of such assignment.

P. Entire Agreement. This Agreement, including the permits granted pursuant to this Agreement and the Exhibits attached to this Agreement, constitutes the entire agreement between the Parties with respect to the transaction contemplated herein, and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein. No representations were made or relied upon by either Party in executing this Agreement other than those expressly set forth herein.

Q. Amendments. This Agreement shall not be amended, altered or modified except by an instrument in writing duly executed by authorized representatives of both Parties.

R. Force Majeure. Neither Party will be liable for the failure to fulfill its obligations under this Agreement if and to the extent such failure is caused by an occurrence beyond its reasonable control, including, without limitation: expropriation or confiscation of Facilities, or compliance with any order or decree of any governmental authority; acts of war or terrorism, floods or abnormal severe weather; riots, rebellion, or sabotage; fires or explosions; labor disputes, strikes, or other concerted acts of workmen; accidents or other casualty; and failures of utilities, local exchange carriers, cities, municipalities, and other political subdivision to follow laws, agreements, or contracts. Further, neither Party will liable for delays caused by the inaction of utilities, local exchange carriers, or other political subdivisions in granting access to Rights- of-way, or any required items needed for the installation or operation of the Communications Facilities.

S. Conflict of Interest. The Parties declare and affirm that no officer, member, or employee of CITY, and no member of its governing body, and no other public official of CITY who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or the performing of services pursuant to this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; or shall any employee of CITY, nor any member of its governing body, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

T. Drug Free Policy. Each Party hereto represents and warrants to the other that it has established and maintains a drug free workplace policy.

U. Non-Discrimination Clause. Pursuant to Neb. Rev. Stat. §73-102, PERMITTEE declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C.A. §1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq., and that PERMITTEE, and each contractor employed, used, or hired by PERMITTEE to plan, construct, repair, maintain or otherwise work on the Communications Facilities, shall not unlawfully discriminate or permit discrimination at any time in violation of state or federal law against any employee which is employed in the performance of this Agreement or work in connection with this Agreement, or against any applicant for such employment, in the hire, tenure, terms, conditions, or privileges of employment, because of age, color, national origin, race, religion, sex, or disability, or discriminate in any other respect prohibited by federal or state law in the performance of work or the performance of other activities permitted by this Agreement.

V. New Employee Work Eligibility Status. The Parties shall comply with the residency verification requirements of Neb. Rev. Stat. § 4-108 through § 4-114 and of all federal laws. The Parties are required and shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

*[End of document; Signature pages to follow]*

IN WITNESS WHEREOF, PERMITTEE and CITY have executed this Agreement as of the date first above written.

**CITY OF VALLEY, NEBRASKA,**  
a Municipal Corporation

\_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk



June 11, 2024

Mayor and City Council  
CITY OF VALLEY  
203 Spruce Street  
Valley, NE 68064

Re: 2022 Water System Improvements  
Backwash Waste Recovery Project  
OPCE Project No. 23-45

Dear Mayor and Council:

Work on the above project contract is complete. We have reviewed the work and determined that the project is complete and is in accordance with the Contract Documents. Therefore, we are recommending acceptance of the work and close out of the project.

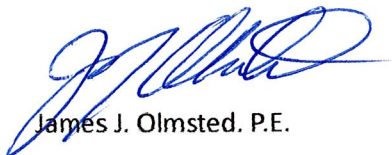
Enclosed please find the following closeout documents:

1. Application for Payment No. 8 from Neuvirth Construction, in the amount of \$61,077.54. This represents the final work completed on the contract.
2. Application for Payment No. 9 from Neuvirth Construction, in the amount of \$60,253.78. This represents the release of retainage on the contract.
3. Certificate of Substantial Completion, dated June 5, 2024. This establishes the beginning of the 2-year warranty on the project.
4. Contractor's Affidavit of Payment of Debts and Claims.
5. Consent of Contractor's Surety Company to Final Payment.

Please let me know if you have any questions regarding the above.

Sincerely,

OLMSTED & PERRY CONSULTING ENGINEERS INC.



James J. Olmsted, P.E.

Enclosures

# Contractor's Application For Payment No. 8

To (Owner):	City of Valley	Application Period:	5/1/2024	Application Date:	5/29/2024
Contractor:	Neuvirth Construction Inc	PROJECT NAME:	Valley Backwash Recovery	Invoice Number	1023
Address:	7386 county road P35 Blair Nc. 68008	Via (Engineer)			
Project Number:	1023	Engineer's Project No.:			

### Change Order Summary

Approved Change Orders		Description	
Number	Additions/Deductions		
1	\$ (606.84)	wash Reclaim Skid Connection C	
2	\$ 50,294.91	CO2	
3	\$ 11,278.44	VFD Addition	
4	\$ -		
5	\$ -		
6	\$ -		
7	\$ -		
8	\$ -		
9	\$ -		
10	\$ -		
TOTALS		\$ -	
NET CHANGE BY		\$ -	
CHANGE ORDERS		\$ 60,966.51	

<b>1. ORIGINAL CONTRACT PRICE</b>	\$ \$ 1,144,109.08
1a. <b>Overage Not by Change Order</b>	
2. <b>Net change by Change Orders</b>	\$ \$ 60,966.51
3. <b>CURRENT CONTRACT PRICE (Line 1+1a#2)</b>	\$ \$ 1,205,075.59
4. <b>TOTAL COMPLETED AND STORED TO DATE</b> (Column G+J on Progress Estimate)	\$ \$ 1,205,075.58
<b>5. RETAINAGE:</b>	
a. 5% <input checked="" type="checkbox"/> Override <b>Work Completed</b>	\$ \$ 3,214.61
b. 5% <input checked="" type="checkbox"/> Override <b>Stored Materials</b>	\$ \$ -
c. <b>Retainage (Line 5a + Line 5b)</b>	\$ \$ 3,214.61
d. <b>Previous retainage</b>	\$ \$ 57,039.17
6. <b>AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c-Line 5d)</b>	\$ \$ 1,144,821.80
7. <b>LESS PREVIOUS PAYMENTS</b>	\$ \$ 1,083,744.26
8. <b>AMOUNT DUE THIS APPLICATION</b>	\$ \$ 61,077.54
9. <b>BALANCE TO FINISH</b> (Column O on Progress Estimate)	\$ \$ 60,253.78
10. <b>FINAL APPLICATION FOR RETAINAGE</b>	\$ \$


**Contractor's Certification**

The undersigned Contractor certifies that: (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 Work covered by prior Applications for Payment; (2) title of 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 Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Digitally signed by Jacob Neuvirth  
 DN: C=US, E=jacob@neuvirth.com,  
 O=Neuvirth Construction, CN=Jacob Neuvirth  
 Date: 2024.05.29 13:08:12-05'00'

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

Payment of: 61,077.54  
 (Line 8 or other - attach explanation of other amount)

is recommended by:  (Engineer)  
 Date: 6-6-24 (Date)

Payment of: \_\_\_\_\_  
 (Line 8 or other - attach explanation of other amount)

is approved by: \_\_\_\_\_ (Owner)  
 Date: \_\_\_\_\_ (Date)

Approved by: \_\_\_\_\_  
 Funding Agency (if applicable)  
 Date: \_\_\_\_\_ (Date)

<b>Labor &amp; Equipmen</b>	\$ 26,083.60	<b>Materials</b>	\$ 32,704.62	<b>Tax</b>	\$ 2,289.32
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**Progress Estimate**

**Contractors Application**

8

Job Name		Invoice Number:		1023 8		Neuvirth Construction Inc											
Application Date		Application Period:		5/1/2024		5/31/2024											
Owner		City of Valley		Work Completed		Materials Presently Stored											
Item	Bid Item No.	Description	Bid Quantity	Overrun Quantity	Unit Price	Bid Value	From Previous Application		Quantity this Period	Value this Application	Materials Presently Stored	Completed and Stored to Date (C+ E+F)	H (G/B)	Balance to Finish (B-G)	I (B-G)	Materials Incorp. This Application	J
							Overrun This Period	Overrun This Period									
1	121	12" Backwash Transfer Line	121	0.00	\$ 229.58	\$ 27,778.73	\$ 27,778.73	\$ -	0.00	\$ -	\$ -	\$ 27,778.73	100.00%	\$ (0.00)	\$ (0.00)	\$ -	
2	140	12" Clearwater Decant	140	0.00	\$ 202.20	\$ 28,308.66	\$ 28,308.66	\$ -	0.00	\$ -	\$ -	\$ 28,308.66	100.00%	\$ (0.00)	\$ (0.00)	\$ -	
3	1	6" Sludge Pipe	1	0.00	\$ 21,414.34	\$ 21,414.34	\$ 21,414.34	\$ -	0.00	\$ -	\$ -	\$ 21,414.34	100.00%	\$ 0.00	\$ 0.00	\$ -	
4	68	8" Decant Reuse Line	68	0.00	\$ 210.07	\$ 14,284.65	\$ 14,284.65	\$ -	0.00	\$ -	\$ -	\$ 14,284.65	100.00%	\$ 0.00	\$ 0.00	\$ -	
5	160	8" Sludge Line	160	0.00	\$ 124.59	\$ 19,934.28	\$ 19,934.28	\$ -	0.00	\$ -	\$ -	\$ 19,934.28	100.00%	\$ -	\$ -	\$ -	
6	1	Backwash Tank	1	0.00	\$ 537,424.36	\$ 537,424.36	\$ 537,424.36	\$ -	0.00	\$ -	\$ -	\$ 537,424.36	100.00%	\$ 0.00	\$ 0.00	\$ -	
7	1	Electrical/Controls	1	0.00	\$ 81,442.06	\$ 81,442.06	\$ 81,442.06	\$ -	0.00	\$ -	\$ -	\$ 81,442.06	100.00%	\$ -	\$ -	\$ -	
8	1	Existing Underground Tank	1	0.00	\$ 14,823.27	\$ 14,823.27	\$ 14,823.27	\$ -	0.00	\$ -	\$ -	\$ 14,823.27	100.00%	\$ -	\$ -	\$ -	
9	2840	Grading	2840	0.00	\$ 28.07	\$ 79,718.80	\$ 77,000.00	\$ -	96.86	\$ 2,718.80	\$ -	\$ -	\$ 79,718.80	100.00%	\$ -	\$ -	\$ -
10	1	Pump Skid	1	0.00	\$ 318,979.92	\$ 318,979.92	\$ 318,979.92	\$ -	0.00	\$ -	\$ -	\$ 318,979.92	100.00%	\$ (0.00)	\$ (0.00)	\$ -	
		Backwash Reclaim Skid Connection Change	1	0.00	\$ (606.84)	\$ (606.84)	\$ (606.84)	\$ -	0.00	\$ -	\$ -	\$ -	\$ (606.84)	100.00%	\$ -	\$ -	\$ -
		Electrical and Alterations	1	0.00	\$ 44,178.53	\$ 44,178.53	\$ -	\$ -	1.00	\$ 44,178.53	\$ -	\$ -	\$ 44,178.53	100.00%	\$ -	\$ -	\$ -
		Tank Alterations	1	0.00	\$ 6,116.38	\$ 6,116.38	\$ -	\$ -	1.00	\$ 6,116.38	\$ -	\$ -	\$ 6,116.38	100.00%	\$ -	\$ -	\$ -
		VFD Addition	1	0.00	\$ 11,278.44	\$ 11,278.44	\$ -	\$ -	1.00	\$ 11,278.44	\$ -	\$ -	\$ 11,278.44	100.00%	\$ -	\$ -	\$ -
					Original Contract Total	\$ 1,144,109.08	\$ 1,144,109.08	\$ -	#####	\$ 64,292.15	\$ -	\$ 1,205,075.58	105.33%	\$ 0.01	\$ -	\$ -	
					Net Increase/Decrease Total	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
					C/O Total	\$ 60,966.51	\$ 60,966.51	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	

# Contractor's Application For Payment No. 9

To (Owner):	City of Valley	Application Period:	5/31/2024
Contractor	Neuwrith Construction Inc	PROJECT NAME	5/31/2024
Address	7386 county road P35 Blair Ne. 68008	Valley Backwash Recovery	Application Date:
Project Number	1023	Invoice Number	1023
		Via (Engineer)	
		Engineer's Project No.:	

### Change Order Summary

Approved Change Orders		Description
Number	Additions/Deductions	
1	\$ (606.84)	Wash Reclaim Skid Connection C
2	\$ 50,294.91	CO2
3	\$ 11,278.44	VFD Addition
4	\$ -	
5	\$ -	
6	\$ -	
7	\$ -	
8	\$ -	
9	\$ -	
10	\$ -	
TOTALS		
NET CHANGE BY	\$ 60,966.51	
CHANGE ORDERS	\$ 60,966.51	

<b>1. ORIGINAL CONTRACT PRICE</b>	\$ \$ 1,144,109.08
1a. Overage Not by Change Order	
2. Net change by Change Orders	\$ \$ 60,966.51
3. CURRENT CONTRACT PRICE (Line 1+1a+2)	\$ \$ 1,205,075.59
4. TOTAL COMPLETED AND STORED TO DATE (Column G+J on Progress Estimate)	\$ \$ 1,205,075.58
<b>5. RETAINAGE:</b>	
a. 5% <input checked="" type="checkbox"/> Override	\$ \$ -
b. 5% <input checked="" type="checkbox"/> Override	\$ \$ -
c. Retainage (Line 5a + Line 5b)	\$ \$ -
d. Previous retainage	\$ \$ 60,253.78
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c-Line 5d)	\$ \$ 1,144,821.80
7. LESS PREVIOUS PAYMENTS	\$ \$ 1,144,821.80
8. AMOUNT DUE THIS APPLICATION	\$ \$ 60,253.78
9. BALANCE TO FINISH (Column O on Progress Estimate)	\$ \$ 60,253.78
10. FINAL APPLICATION FOR RETAINAGE	\$ \$ 60,253.78

### Contractor's Certification

The undersigned Contractor certifies that: (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 Work covered by prior Applications for Payment; (2) title of 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 Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Digitally signed by Jacob Neuwrith  
 DN: C=US, E=jacob@neuwrith.com,  
 O=Neuwrith Construction, CN=Jacob  
 Neuwrith  
 Date: 2024.05.29 13:11:02-05'00'

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

Payment of: **60,253.78**  
 (Line 8 or other - attach explanation of other amount)

is recommended by:  (Engineer)  
 (Date) 6-6-24

Payment of: \_\_\_\_\_  
 (Line 8 or other - attach explanation of other amount)

is approved by: \_\_\_\_\_ (Owner)  
 (Date) \_\_\_\_\_

Approved by: \_\_\_\_\_  
 Funding Agency (if applicable) (Date) \_\_\_\_\_

**Labor & Equipmen** \$ 25,731.81    **Materials** \$ 32,263.53    **Tax** \$ 2,258.45

**Progress Estimate**

**Contractors Application**

9

Job Name		Invoice Number:		1023 9		Neuirth Construction Inc			
Application Date		Application Period:		5/31/2024		5/31/2024			
Owner		City of Valley		C		D			
A		B		C		D			
Bid Item No.		Description		Bid Quantity		Unit Price			
Bid Quantity		Bid Value		Overrun Quantity		Overrun Price			
From Previous Application		This Period		Overrun		Work Completed			
Quantity this Period		Value this Application		Materials Presently Stored		Completed and Stored to Date			
(C + E + F)		(G / B)		(B - G)		Materials Incorp. This Application			
1	12" Backwash Transfer Line	121	\$ 229.58	\$ 27,778.73	0.00	\$ 27,778.73	100.00%	\$ (0.00)	-
2	12" Clearwater Decant	140	\$ 202.20	\$ 28,308.66	0.00	\$ 28,308.66	100.00%	\$ (0.00)	-
3	6" Sludge Pipe	1	\$ 21,414.34	\$ 21,414.34	0.00	\$ 21,414.34	100.00%	\$ 0.00	-
4	8" Decant Reuse Line	68	\$ 210.07	\$ 14,284.65	0.00	\$ 14,284.65	100.00%	\$ 0.00	-
5	8" Sludge Line	160	\$ 124.59	\$ 19,934.28	0.00	\$ 19,934.28	100.00%	\$ 0.00	-
6	Backwash Tank	1	\$ 537,424.36	\$ 537,424.36	0.00	\$ 537,424.36	100.00%	\$ 0.00	-
7	Electrical/Controls	1	\$ 81,442.06	\$ 81,442.06	0.00	\$ 81,442.06	100.00%	\$ 0.00	-
8	Existing Underground Tank	1	\$ 14,823.27	\$ 14,823.27	0.00	\$ 14,823.27	100.00%	\$ 0.00	-
9	Grading	2840	\$ 28.07	\$ 79,718.80	0.00	\$ 79,718.80	100.00%	\$ 0.00	-
10	Pump Skid	1	\$ 318,979.92	\$ 318,979.92	0.00	\$ 318,979.92	100.00%	\$ (0.00)	-
	Backwash Reclaim Skid Connection Change	1	\$ (606.84)	\$ (606.84)	0.00	\$ (606.84)	100.00%	\$ 0.00	-
	Electrical and Alterations	1	\$ 44,178.53	\$ 44,178.53	0.00	\$ 44,178.53	100.00%	\$ 0.00	-
	Tank Alterations	1	\$ 6,116.38	\$ 6,116.38	0.00	\$ 6,116.38	100.00%	\$ 0.00	-
	VFD Addition	1	\$ 11,278.44	\$ 11,278.44	0.00	\$ 11,278.44	100.00%	\$ 0.00	-
		Original Contract Total		\$ 1,144,109.08	\$	\$ 1,205,075.58	105.53%	\$	0.01
		Net Increase/Decrease Total		\$	\$	\$		\$	
		C/O Total		\$	\$	\$ 60,966.51		\$	



FINAL INSPECTION REPORT  
2022 Water System Improvements  
Backwash Waste Recovery System  
June 5, 2024

Re: Punch List of Items to be Completed

The following is the list of items to be corrected or completed related to the above referenced project:

1. Install flap gate on the discharge of the overflow pipe on the storage tank.
2. Provide certification that Pump Skid meets the American Iron and Steel Provisions of the Contract.



Affidavit of Payment

Submitting Party
Neuvirth Construction, Inc

Submitted to
Jim Olmsted

Address
736 County Rd P35
Blair, NE 68008

Address
Olmsted & Perry
12100 W Center Rd Suite 803
Omaha, NE 68114

Phone: 402-455-2255

Phone: 402-399-8552

Email: val@neuvirth.com

Email: jimo@olmstedperry.com

Project: 2022 Water System Improvement Backwash Recovery
5002 N 270th St, Valley, NE 68064

Description of Work:

Labor, Material, and/or Services Provided:

construction of 150,000 gallon ground storage reservoir, a backwash waste pump ski, replacement of
ing, electrical, controls, and other miscellaneous appurtenances and
improvements as shown on the drawings and described in the sepcifications and contract documents

The undersigned submitting party hereby swears that contingent upon receipt of pay application 8 & 9, totaling
\$124,545.89, we will have received payment in full for the description of work on the above identified.

Further, the submitting party swears that they have made all required payments to all subcontractors,
suppliers, or other parties with whom they have contracted to perform any labor,
material, and/or services on the project.

Sworn to and subscribed before me
this 4 day of June, 2024

Signed:

Valorie J. Wiley

Handwritten signature of Jacob Neuvirth

Notary Public

Jacob Neuvirth (Print)

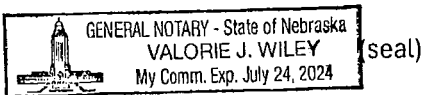
Commission Expires: 7-24-24

Neuvirth Construction (Company)

State of: NE

6-4-24 (Date)

County of: Douglas



**CONSENT OF SURETY  
TO FINAL PAYMENT**

AIA Document G707

(Instructions on reverse side)

OWNER  
ARCHITECT  
CONTRACTOR  
SURETY  
OTHER

**Bond No. 7448701**

TO OWNER:  
*(Name and address)*

**The City of Valley  
203 N. Spruce Street  
Valley, NE 68064**

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: **Water System Improvements**

CONTRACT DATED: **April 27, 2023**

PROJECT:  
*(Name and address)* **2022 Water System Improvements  
Backwash Waste Recovery System**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

**Old Republic Surety Company  
18650 W. Corporate Drive, Suite 107  
Brookfield, WI 53045**

, SURETY ,

on bond of  
*(Insert name and address of Contractor)*

**Neuvirth Construction, Inc.  
7386 County Road P35  
Blair, NE 68008**

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

**The City of Valley  
203 N. Spruce Street  
Valley, NE 68064**

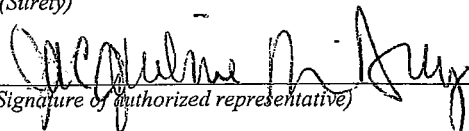
, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **29th** day of **May**, **2024**.  
*(Insert in writing the month followed by the numeric date and year)*

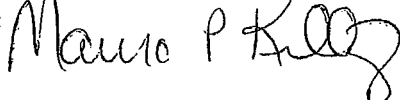
**Old Republic Surety Company**

*(Surety)*

  
*(Signature of authorized representative)*

**Jacqueline L. Drey/Attorney-in-Fact**

*(Printed name and title)*

Attest:  
(Seal): 



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: DAVID A. DOMINIANI, MAURA P. KELLY, JOAN LEU, SHARON K. MURRAY, JACQUELINE L DREY, KEVIN J STENGER, DUSTIN COOPER of OMAHA, NE

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 26th day of March, 2020.

*Karen J. Haffner*  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 26th day of March, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-2658



Signed and sealed at the City of Brookfield, WI this 29th day of May, 2024.

*Karen J. Haffner*  
Assistant Secretary



**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Valley, Nebraska</u>	<b>Owner's Project No.:</b> <u>1</u>
<b>Engineer:</b> <u>EAGLE ENGINEERING GROUP</u>	<b>Engineer's Project No.:</b> <u>23-62</u>
<b>Contractor:</b> <u>Western Engineering Company, Inc.</u>	<b>Contractor's Project No.:</b> _____
<b>Project:</b> <u>Maple Road HMA Overlay &amp; Ginger Woods HMA Base Widening &amp; Overlay</u>	
<b>Contract:</b> <u>Maple Road HMA Overlay &amp; Ginger Woods HMA Base Widening &amp; Overlay, Valley, NE</u>	
<b>Application No.:</b> <u>1</u>	<b>Application Date:</b> <u>6/4/2024</u>
<b>Application Period:</b> From <u>5/1/2024</u> to <u>6/1/2024</u>	

1. Original Contract Price	\$ <u>793,190.40</u>
2. Net change by Change Orders	\$ <u>-</u>
3. Current Contract Price (Line 1 + Line 2)	\$ <u>793,190.40</u>
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ <u>98,300.00</u>
5. Retainage	
a. <u>10%</u> X \$ <u>98,300.00</u> Work Completed	\$ <u>9,830.00</u>
b. <u>10%</u> X \$ <u>-</u> Stored Materials	\$ <u>-</u>
c. Total Retainage (Line 5.a + Line 5.b)	\$ <u>9,830.00</u>
6. Amount eligible to date (Line 4 - Line 5.c)	\$ <u>88,470.00</u>
7. Less previous payments (Line 6 from prior application)	\$ <u>-</u>
8. Amount due this application	\$ <u>88,470.00</u>
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ <u>694,890.40</u>

**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:** Western Engineering Company, Inc.

**Signature:** \_\_\_\_\_ **Date:** 6/4/2024

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> <u>Project Manager</u>	<b>Title:</b> <u>Mayor</u>
<b>Date:</b> <u>6/4/2024</u>	<b>Date:</b> <u>6/11/2024</u>
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Valley, Nebraska	Owner's Project No.:	1
Engineer:	EAGLE ENGINEERING GROUP	Engineer's Project No.:	23-62
Contractor:	Western Engineering Company, Inc.	Contractor's Project No.:	
Project:	Maple Road HMA Overlay & Ginger Woods HMA Base Widening & Overlay		
Contract:	Maple Road HMA Overlay & Ginger Woods HMA Base Widening & Overlay, Valley, NE		

Application No.: 1 Application Period: From 05/01/24 to 06/01/24 Application Date: 06/04/24

Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	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) (\$)
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
<b>Original Contract</b>											
1	SITE PREPARATION / MOBILIZATION	1.00	LS	25,000.00	25,000.00	1.00	25,000.00	-	25,000.00	100%	-
2	TRAFFIC CONTROL / BARRICADES / WARNING SIGNS	1.00	LS	9,000.00	9,000.00	0.50	4,500.00	-	4,500.00	50%	4,500.00
3	COLD MILLING	22,860.00	SY	1.85	42,291.00	22,860.00	42,291.00	-	42,291.00	100%	-
4	CONSTRUCT ASPHALT SURFACE COURSE SLX PG58-34 W/RAP	3,204.00	TON	95.00	304,380.00	-	-	-	-	0%	304,380.00
5	JOINT REPAIR	4,130.00	LF	4.30	17,759.00	4,130.00	17,759.00	-	17,759.00	100%	-
6	INSTALL PERMANENT PAINT MARKING - 4" YELLOW	15,515.00	LF	0.26	4,033.90	-	-	-	-	0%	4,033.90
7	INSTALL PERMANENT PAINT MARKING - 4" WHITE	15,625.00	LF	0.26	4,062.50	-	-	-	-	0%	4,062.50
8	INSTALL PERMANENT CHEVRON & CHANNELIZING LINES - 8"	1.00	LS	1,050.00	1,050.00	-	-	-	-	0%	1,050.00
9	INSTALL STREET SIGNS & POSTS	1.00	LS	3,156.00	3,156.00	-	-	-	-	0%	3,156.00
10	HMA PAVEMENT SAMPLES AND TESTING	1.00	ALW	1,500.00	1,500.00	-	-	-	-	0%	1,500.00
11	SITE PREPARATION / MOBILIZATION	1.00	LS	35,000.00	35,000.00	0.25	8,750.00	-	8,750.00	25%	26,250.00
12	TRAFFIC CONTROL / BARRICADES	1.00	LS	5,500.00	5,500.00	-	-	-	-	0%	5,500.00
13	REMOVE TREES - 12" TO 24"	4.00	EA	940.00	3,760.00	-	-	-	-	0%	3,760.00
14	DITCH GRADING AND SHOULDER CONSTRUCTION	36.40	STA	390.00	14,196.00	-	-	-	-	0%	14,196.00
15	PERFORM COLD PLANING - ASPHALT	10,360.00	SY	1.85	19,166.00	-	-	-	-	0%	19,166.00
16	CONSTRUCT ASPHALT BASE COURSE SLX COURSE PG58-34	800.00	TON	105.00	84,000.00	-	-	-	-	0%	84,000.00
17	CONSTRUCT ASPHALT SURFACE COURSE SLX PG58-34	1,702.00	TON	95.50	162,541.00	-	-	-	-	0%	162,541.00
18	COMPACTION TESTING	1.00	ALW	1,000.00	1,000.00	-	-	-	-	0%	1,000.00
19	STORM SEWER EXTENSION - 30-INCH CMP	10.00	LF	166.00	1,660.00	-	-	-	-	0%	1,660.00
20	STORM SEWER EXTENSION - 36-INCH RCP	15.00	LF	315.00	4,725.00	-	-	-	-	0%	4,725.00
21	STORM SEWER COLLAR	2.00	EA	880.00	1,760.00	-	-	-	-	0%	1,760.00
22	EARTHWORK - EMBANKMENT OFF-SITE BORROW	1,500.00	CY	16.50	24,750.00	-	-	-	-	0%	24,750.00
23	REMOVE, STOCKPILE & REPLACE TOPSOIL	600.00	CY	10.75	6,450.00	-	-	-	-	0%	6,450.00
24	PERMANENT SEEDING	1.00	AC	3,450.00	3,450.00	-	-	-	-	0%	3,450.00
25	ROLLED EROSION CONTROL	4,000.00	SY	1.25	5,000.00	-	-	-	-	0%	5,000.00
26	HMA PAVEMENT SAMPLES AND TESTING	1.00	ALW	3,000.00	3,000.00	-	-	-	-	0%	3,000.00
27	CONSTRUCTION STAKING	1.00	ALW	5,000.00	5,000.00	-	-	-	-	0%	5,000.00
<b>Original Contract Totals</b>					<b>\$ 793,190.40</b>		<b>\$ 98,300.00</b>	<b>\$ -</b>	<b>\$ 98,300.00</b>	<b>12%</b>	<b>\$ 694,890.40</b>



# RESOLUTION NO. 2024 – 37

**WHEREAS**, on or about August 7, 2023, **Stillwater Lake, L.L.C.**, a Nebraska limited liability company and the **City of Valley, Nebraska** entered into an Irrevocable Letter of Credit Agreement wherein Stillwater Lake, L.L.C. and the City of Valley agree that certain funds for **Stillwater Lake L.L.C. – Phase 2** be secured by a loan obtained by the subdivider for distribution in accordance with the terms of that Agreement.

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

**WHEREAS**, the sum of Three Thousand Three Hundred Twenty-nine and 13/100 dollars (\$3,329.13) 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 amount; said request is supported by invoice and backup documentation attached hereto.

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

1. United Republic Bank is hereby authorized and directed to disburse to the **City of Valley** the sum of Three Thousand Three Hundred Twenty-nine and 13/100 dollars (\$3,329.13) as payment due for **Stillwater, L.L.C. Lake Phase 2** – engineer fees.

PASSED AND APPROVED THIS 11<sup>th</sup> DAY OF JUNE 2024.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

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

ATTEST:

\_\_\_\_\_  
Christie Donnermeyer City Clerk



# Eagle Engineering Group LLC

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

## INVOICE

INVOICE DATE: 4/4/2024  
INVOICE NO: 2164  
BILLING THROUGH: 4/1/2024

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

### 23-39 - Valley NE Stillwater Phase 2 Street Paving Improvements

Managed By: Gregory E Perry

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
23-39 - Construction Engineering - Contract Administration	\$5,480.00	30.00	\$1,644.00	\$0.00	\$1,644.00
23-39 - Construction Engineering - Project Representative	\$14,840.00	10.00	\$1,484.00	\$0.00	\$1,484.00
<b>TOTAL</b>	<b>\$20,320.00</b>		<b>\$3,128.00</b>	<b>\$0.00</b>	<b>\$3,128.00</b>

### 23-39 - DESIGN ENGINEERING - ADDITIONAL SERVICES

TITLE	HOURS	RATE	AMOUNT
Project Manager	1.00	\$175.000	\$175.00
<b>TOTAL SERVICES</b>	<b>1.00</b>		<b>\$175.00</b>
<b>TOTAL ( Additional Services related to Design Engineering )</b>	<b>1.00</b>		<b>\$175.00</b>

### EXPENSES

EXPENSE	DESCRIPTION	AMOUNT
Mileage:	IRS Mileage	\$26.13
<b>TOTAL EXPENSES</b>		<b>\$26.13</b>

**SUBTOTAL** \$3,329.13  
**AMOUNT DUE THIS INVOICE** \$3,329.13

This invoice is due on 5/4/2024