

AGENDA
VALLEY CITY COUNCIL
August 9, 2022 7:00 PM

Anyone desiring to speak on any item on the Agenda is invited to do so during the visitor/correspondence section but will be limited to three minutes. After being recognized by the Mayor, please state your name and address for the record. Anyone desiring to speak for a longer period of time should make arrangements with the City Clerk prior to the meeting. A person wishing to speak during the business portion of the meeting must complete a City Council Agenda Request form. This form is available on the City's website and must be completed and submitted no later than 5:00 p.m. on the Thursday preceding any City Council meeting.

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

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

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

1. ROLL CALL
2. MEETING CALLED TO ORDER
3. PLEDGE OF ALLEGIANCE
4. PROOF OF PUBLICATION
5. VISITORS/CORRESPONDENCE
6. APPROVAL OF AGENDA
7. CONSENT AGENDA
All agenda items indicated by an asterisk will comprise the consent agenda and will be acted on in a single motion. Consent agenda items are being forwarded to the Council Members. Any individual item may be removed by a council member for special discussion and consideration.
 - 7.A. ACCEPT MINUTES
 - 7.B. ACCEPT TREASURER'S REPORT
 - 7.C. APPROVE MANUAL CHECKS

- 7.D. APPROVE BILLS & ADDITIONAL BILLS PRESENTED FOR PAYMENT
A complete listing of claims processed through noon on Monday, August 8, 2022 is on file in the office of the City Clerk.
- 7.E. JULY PAYROLL \$71,456.94 IRA \$2,598.70
- 7.F. JULY KENO RECEIPTS - \$6,761.18
- 7.G. ACCEPT PEOPLESERVICE, INC., REPORT
- 7.H. ACCEPT Library Board Minutes
- 7.I. ACCEPT July 2022 Library Statistics
8. BRYCE FELDHACKER - EAGLE SCOUT PROJECT
9. HACKEL CONSTRUCTION INC. - REQUEST TO REVIEW CONSTRUCTION MATERIAL FOR NEW HARDWARE STORE.
10. PRESENTATION OF APPRECIATION TO POLICE CHIEF BRETT SMITH
11. APPOINTMENT OF POLICE CHIEF - JAMES DEEMER
12. RESOLUTION NO. 2022-41 - AUTHORIZING EXECUTION OF AGREEMENT WITH EAGLE ENGINEERING SERVICE, LLC FOR PROFESSIONAL SERVICES
13. RESOLUTION NO. 2022-42 - AUTHORIZING CREDIT LIMIT FOR FIRST NEBRASKA BANK BUSINESS CARD
14. RESOLUTION NO. 2022-43 - AUTHORIZING NOTICE OF LIEN - 320 N WEST STREET
15. WATER TREATMENT PLANT EXPANSION PROJECT - MIKE ADAIR - PEOPLESERVICE
16. CONDITIONAL USE PERMIT - RECREATIONAL VEHICLE PARK - 28407 WEST MAPLE ROAD
- Review of Request
 - Open Public Hearing
 - Close Public Hearing
 - Council consideration/action
17. CITY ENGINEER

17.A. FLAT WATER IMPROVEMENTS PHASE 3 REBID (Sanitary Sewer, Storm Sewer & Water Main) PROJECT

17.A.1. RESOLUTION NO. 2022-44 - APPROVE PAYMENT NO. 11(Final) TO VRBA CONSTRUCTION IN THE AMOUNT OF \$78,626.95.

17.A.2. APPROVE CERTIFICATE OF SUBSTANTIAL COMPLETION, CLOSEOUT DOCUMENTS AND ACCEPT THE IMPROVEMENTS.

17.B. LIFT STATION EQUIPMENT REPLACEMENT PROJECT - GINGER COVE NO. 3

17.B.1. MOTION TO AUTHORIZE ADVERTISEMENT

17.C. OTHER/MISCELLANEOUS

- West Street Pumping Station Upgrades - OPPD
- West Street Water Main Examination
- Condron Street Paving Improvements - Fall start
- Water Treatment Plant Expansion
- Country Aire Pumping Station Upgrades - Complete
- Stillwater Development - Phase 1

18. CITY ATTORNEY

19. MAYOR'S REPORT

20. UPCOMING ITEMS

- Planning Commission - Aug. 16, 4:30 p.m.
- Council Budget Workshop - Aug. 16, 7:00 p.m.
- Council Budget Workshop - Aug. 23, 7:00 p.m.
- Council Budget Workshop - Aug. 30, 7:00 p.m.

Douglas County

Post-Gazette

P.O. Box 677

Elkhorn, NE 68022

402-289-2329

INVOICE - AFFIDAVIT OF PUBLICATION

INVOICE #	210099	DUE DATE	8/26/2022
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THE STATE OF NEBRASKA }
COUNTY OF DOUGLAS }

Darren P. Ivy, being duly sworn,
says that he is the publisher of

DOUGLAS COUNTY POST-GAZETTE

News of Douglas County,

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

BILL TO
City of Valley P.O. Box 682 Valley, NE 68064

1	Successive Week(s)
Beginning with the issue of:	7/27/2022
and ending with the issue of:	7/27/2022
Publisher's fee at Legal Rate is:	\$10.75

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

Notice is hereby given that a meeting of the City of Valley will be held on Tuesday, August 9, 2022 at 7:00 p.m. at Valley City Hall. PUBLIC HEARINGS will be held on the following:

1. Conditional Use Permit - Brad Brown - 28407 West Maple Road (Lands Section 12, Township 15, Range 9E of the 6th P.M.) - Intended use: RV (Recreational Vehicle) Park.

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

CITY OF VALLEY
Cheryl K. Eckerman, City Clerk

July 27 - 25 lns
ZNEZ

Darren P. Ivy

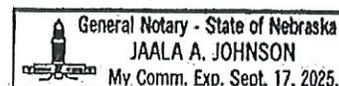
Darren P. Ivy, Publisher

Summary Information	Weekly Cost
Notice of Aug. 9 City Council Meeting and Public Hearing - July 27	10.75

Subscribed and sworn before me, this 27th day

of July, 20 22

Jaala Johnson
Notary Public



MINUTES
REGULAR MEETING
July 12, 2022

1. & 2. Roll Call & Call to Order - Mayor Grove called the meeting to order at 7:00 p.m. Present were mayor Grove; council members, Lewis, Stanzel, TenEyck. Council member Ueckert was absent. Also present were city attorney Jeff Farnham, and city clerk Cheryl Eckerman.

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

3. Pledge of Allegiance –The Pledge of Allegiance was recited.

4. Proof of Publication was on the council desk.

5. Visitors and Correspondence –None.

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

7. Consent Agenda – Council member Lewis moved to approve the consent agenda. Stanzel seconded. Lewis, Stanzel and TenEyck voted YES. ABSENT: Ueckert. NO; no one, motion carried. Items on the consent agenda were to accept June 14, 2022 city council minutes; Treasurer's Report; May payroll \$79195.89 IRA \$1940.48, Keno Receipts \$7923.51, PeopleService Report, Library Statistics, Cemetery Board minutes from June 20, June 21 Planning Commission minutes, Re-appointment of Brian Foutch to the Planning Commission, Cal Peacock to the Board of Adjustment and Mike Wiekhorst to the Tree Board, manual checks and the following bills: **Supplies:** USPS 529.77; Rob's Oil 3812.40; Aqua Chem 210.00; Black Hills Energy 390.19; Eakes 291.26; Dick's 7.00; Loves 4200.72; Menards Fremont 320.18; Amazon 2328.56; Michael Todd 245.44; Menards Elkhorn 179.70; OPPD 13926.97; Arps 1156.00; Baker & Taylor 592.64; Fremont Winnelson 2111.25; Cappel Auto 193.70; Petty Cash 55.00; Chlorinators 2410.26; First Nebraska Bank Credit Card 1654.63; Demco 270.73; Host 68.37; Cox 1497.28; Central Plains Library 1239.96; **Services:** Verizon 383.19; Leak Investigators 1225.00; National Drug Screening 64.00; Ric Ortmeier CPA 28050.00; TD2 4200.00; J. D. Car Wash 99.45; Jetco 26304.40; AFLAC 823.50; Datashield 45.00; Brightly 310.13; Municipal Code Services 100.00; Lanoha 4528.59; Lincoln National Life 619.82; M. Matzen 823.90; NE Sweeping 3262.17; NE Child Support 429.23; Olmsted & Perry 36369.61; People Service 29724.00; BW Consulting 875.00; Trekk 5695.00; United Rentals 207.60; YMCA 2673.36; Do. Co. Env. 1088.22; Everett's 98.50; Farnham & Griffin 13306.06; **Taxes:** Fed 19446.63; NE 9267.32; NE Sales tax 3821.19 **Bond Payments:** FNB/bond 5962.50; FNB/bond 5962.50; Fremont Dept. of Utilities 31818.30 **Reimburse/Refund:** Hinrichs, Goldapp, McKenna, Hansen, Enger Huertas, Edwards 150.00 each; Majestic 55.84; Choice 59.95; Ramm, Gaver, Lifetime, Siebler, Hofer, Falcone, Art of a Craftsman 1000.00 each; Diversified 500.00; Slobodnik 750.00; M. Sack 114.28; C. Balerio 25.24; J. Ueckert 20.86; D. Eggen 100.00; J. Korf

187.23; K. Maher 98.68; K. Jones 700.00; L. Heiden 119.73; L. Hawke 82.76; TIF: Bluewater 30830.17; Mallard 23916.06; Ins: BCBS 8618.91; Morgan White 937.66.

8. Conditional Use Permit – Recreational Vehicle Park – The Mayor stated that the applicant, Brad Brown, requested this item be laid over to the August 9, 2022 city council meeting/agenda.

9. Amendment to Future Land Use Plan – Stillwater Lake – John Coolidge and Ann Post, representing the developer Bob Hampton, reviewed the proposed changes being requested to the City of Valley Future Land Use Plan/Map. A compromise between the developer and the City was reached and included commercial zoning along the Highway and on the sides and residential/lake single family in the middle. The total project will include four phases with the first phase being twenty town home lots. It was also noted that the lake must be included and finished in the first phase.

Mayor Grove opened the public hearing on the Amendment to the Future Land Use Plan – Stillwater Lake. No public testimony was given. Mayor Grove closed the public hearing.

Council member Stanzel introduced Ordinance No. 779 entitled: AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF VALLEY, DOUGLAS COUNTY, NEBRASKA, FINDING THE PROPOSED AMENDMENT WAS DULY SUBMITTED TO THE PLANNING COMMISSION FOR ITS RECOMMENDATION AND THAT IT RECOMMENDED THE ADOPTION OF THE AMENDMENT; FINDING THAT NOTICE OF HEARING ON SUCH AMENDMENT WAS DULY GIVEN PRIOR TO THE HEARING AS PROVIDED BY LAW AND THAT SUCH PUBLIC HEARING WAS HAD THEREON; FINDING THAT THE FUTURE LAND USE MAP OF VALLE, DOUGLAS COUNTY, NEBRASKA BE AMENDED AND ADOPTED , and moved that the statutory rule requiring reading on three different days be suspended. Council member Lewis seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: - Stanzel, Lewis, TenEyck. ABSENT: Ueckert. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said Ordinance was then read by title and thereafter council member Stanzel moved for final passage of the ordinance which motion was seconded by council member TenEyck. The Mayor then stated the question "Shall Ordinance No. 779 be passed and adopted. Upon electronic vote, the following council members voted YES: Stanzel, TenEyck, NO: Lewis. ABSENT: Ueckert. The passage and adoption of said ordinance having been concurred in by a majority of all members of the council, the Mayor then declared the ordinance adopted and the Mayor in the presence of the council signed and approved the ordinance and the clerk attested the passage and approval of the same and affixed her signature there. A true, correct and complete copy of said ordinance is on file at city hall.

10. Preliminary Plat – Stillwater Lake – John Coolidge reviewed the Preliminary Plat of Stillwater Lake.

Mayor Grove opened the public hearing on the Stillwater Lake Preliminary Plat. No public testimony was given. Mayor Grove closed the public hearing.

Council member Stanzel moved to approve the Preliminary Plat of Stillwater Lake as presented. TenEyck seconded the motion. Stanzel and TenEyck voted YES; NO: Lewis. ABSENT: Ueckert. The motion carried.

11. Rezoning Stillwater Lake – From TA (Transitional Ag to R-3 Lakefront Residential and C-3 Highway Business – The city attorney stated that the process for rezoning of developments is usually to conduct the public hearing at the preliminary plat stage and then finalize the rezoning and adopt the zoning ordinance at the time of final platting of each phase.

Mayor Grove opened the public hearing on the rezoning for Stillwater Lake. No public testimony was given. Mayor Grove closed the public hearing.

The developer Bob Hampton and his counsel, Ann Post, addressed questions from the council relating to phasing and completion of the lake, timing, the traffic study and drainage issues.

12. Cornhusker State Games Triathlon – Lindsay Toussant, 16304 Saratoga Street, Omaha, NE, reviewed the final route, barricade plan and road closures for the Triathlon to be held on July 24, 2002 at Mallard Landing Lake.

13. NRD Trail System Update – Dave Forrest and Eric Williams reviewed the conceptual future plan to complete the Western Douglas County Trails Plan to eventually connect to Waterloo, Elkhorn and Omaha along Maple Street and to the new dam site at 216th Street.

14. JEO Agreement for Professional Services – Mayor Grove summarized the need for additional office space and the evaluation of remodeling the current city hall building versus building new.

Council member Lewis introduced, read and moved for passage of Resolution No. 2022-41 authorizing Mayor Grove to execute an agreement with JEO Architecture Inc. for the Valley Municipal Building – Programming and Preliminary Design Study Project. TenEyck seconded. Lewis, TenEyck and Stanzel voted YES; NO; no one. ABSENT: Ueckert. Motion carried. A true, correct and complete copy of said resolution is on file at city hall.

15. City of Valley Trail Rules – Mayor Grove stated that with the completion of the NRD Trail Project it is now the city's responsibility to create and enforce rules to govern it.

Council member Stanzel introduced Ordinance No. 777 entitled: AN ORDINANCE ADOPTING CITY OF VALLEY TRAIL RULES GOVERNING THE USE OF THE PEDESTRIAN BRIDGE AND TRAIL LOCATED WITHIN THE CITY OF VALLEY, and moved that the statutory rule requiring reading on three different days be suspended. Council member TenEyck seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: - Stanzel, TenEyck and Lewis. NO: no one. ABSENT: Ueckert. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said Ordinance was then read by title and thereafter council member Stanzel moved for final passage of the ordinance which motion was seconded by council member TenEyck. The Mayor then stated the question "Shall Ordinance No. 777 be passed and adopted. Upon electronic vote, the following council members voted YES: Stanzel, TenEyck and

Lewis. NO: no one. ABSENT: Ueckert. The passage and adoption of said ordinance having been concurred in by a majority of all members of the council, the Mayor then declared the ordinance adopted and the Mayor in the presence of the council signed and approved the ordinance and the clerk attested the passage and approval of the same and affixed he

16. DC West Youth Sports SDL – Ken Bartholomew requested a special designated liquor license be issued to DC West Youth Sports Organization for August 13, 2022. The permit would allow the sports organization to hold its annual Valley Days Beer Garden fundraiser.

Council member Lewis moved to approve the issuance of the SDL to DC West Youth Sports. Stanzel seconded. Lewis, Stanzel and TenEyck voted YES; NO: no one. ABSENT: Ueckert. Motion carried.

17. Spruce Street Tavern and Brew Coffee House & Tasting Room – SDL's – Council member Stanzel moved to approve the issuance of the SDL to Spruce Street Tavern for August 12, 2022 for the Valley Days Street Dance. Lewis seconded. Stanzel, Lewis and TenEyck voted YES; NO; no one. ABSENT: Ueckert. Motion carried.

Council member Stanzel moved to approve the issuance of the SDL to Brew Coffee House & Tasting Room for August 12, 2022 for the Valley Days Street Dance. Lewis seconded. Stanzel, Lewis and Ten Eyck voted YES; NO; no one. ABSENT: Ueckert. Motion carried.

18. Valley Days Street Closure Request – Angela Exstrom presented a map showing street closures and times for the Valley Days Event August 12, 13 & 14.

Council member Stanzel moved to approve the street closures and times as proposed for the Valley Days Event to be held August 12-14. Lewis seconded. Stanzel, Lewis and TenEyck voted YES; NO; no one. ABSENT: Ueckert. Motion carried.

19. Mileage Rate – Due to an increase announced by the Internal Revenue Service, Council member Lewis moved to increase the mileage rate effective July 1, 2022 from 58.5 cents to 62.5 cents per mile. TenEyck seconded. Lewis, TenEyck and Stanzel voted YES; NO; no one. ABSENT: Ueckert. Motion carried.

20. Appointments –It was noted that after 40 years of service, Olmsted & Perry Consulting Engineers, Inc. will be phasing out its consulting engineering services. Eagle Engineering Group (Gregory Perry, Jacob Zimmerer and Jeffrey Frey) submitted a proposal to provide consulting engineering services.

Council member Lewis moved to appoint Eagle Engineering Group as the city's engineer and Greg Perry as the city's street superintendent. TenEyck seconded. Lewis, TenEyck and Stanzel voted YES; NO; no one. ABSENT: Ueckert. Motion carried.

The Mayor stated that interviews for the city administrator position had been completed and Jeremy Marshall was offered the position.

Council member Lewis moved to approve the appointment of Jeremy Marshall as the city's administrator. Stanzel seconded. Lewis, Stanzel and TenEyck voted YES; NO; no one. ABSENT: Ueckert. Motion carried.

21. Budget Work Sessions – Budget Work Sessions will be held on July 26, August 2, August 16, August 23 and August 30.

22. CITY ENGINEER

22. A. Other/Miscellaneous – Greg Perry gave updates on the following projects/subjects: Flat Water Improvements Phase 3 Re-bid, West Street Pumping Station Upgrades – OPPD, West Street Water Main Examinations – Proposals, Condron Street Paving, Water Treatment Plant Expansion, Country Aire Pumping Station Upgrades, Lift Station Equipment Replacement, Stillwater Development and EAA Sports Complex.

19. City Attorney – Jeff Farnham gave an update on issues being addressed by his firm.

20. Mayor's Report – The Mayor reported on the police chief's upcoming retirement and progress of police chief candidate interviews, NRD Trail ribbon cutting and EAA ground breaking.

21. Upcoming Items – Valley Days Planning Meeting July 19, No PC meeting will be held in July - Next PC meeting will be August 16.



Mayor Cindy Grove



City Clerk Cheryl K. Eckerman

CITY OF VALLEY
MINUTES
BUDGET WORKSHOP
JULY 27, 2022

Mayor Cindy Grove called the meeting to order at 7:00 p.m. In attendance were Mayor Cindy Grove, Council members Mike Stanzel, Linda Lewis, and Bryon Ueckert. Chris TenEyck was absent. Also present: Cheryl Eckerman city clerk, Jeremy Marshall city administrator, Police Chief Brett Smith and Police Officer James Deemer.

Mayor Grove stated the location of the open meetings act and that one copy of all reproducible written material is available for examination or copying.

The Pledge of Allegiance was led by city clerk Cheryl Eckerman

Proof of Publication was on the council desk.

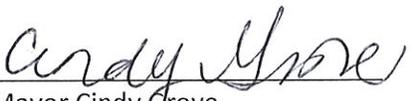
Purpose of the meeting was to begin the budgeting process for the following Funds/Departments: Police, Emergency Management, Bond, Nursing Home, Keno, TIF and Sales Tax.

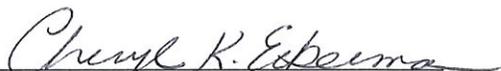
Councilmember Stanzel moved to approve the agenda. Lewis seconded. Stanzel, Lewis and Ueckert voted YES. NO: No one. Absent: TenEyck. The motion carried.

The Mayor stated that the budget worksheets look different this year due to changing how some of the department's totals roll up and the addition of departments to better categorize revenues and expenditures.

Following the review of the Police, Emergency management, Bond, Nursing Home, Keno, TIF and Sales Tax proposed budgets it was noted that the next workshop is scheduled for August 2 at 7 p.m. and will include review of the Utilities, Water and Wastewater.

The meeting adjourned at 7:43 p.m.


Mayor Cindy Grove


Cheryl K. Eckerman, City Clerk

CITY OF VALLEY
MINUTES
BUDGET WORKSHOP
August 2, 2022

Mayor Cindy Grove called the meeting to order at 7:00 p.m. In attendance were Mayor Cindy Grove, Council members Mike Stanzel, Linda Lewis, Chris TenEyck and Bryon Ueckert. Also present: Cheryl Eckerman city clerk, Jeremy Marshall city administrator, and Mike Adair, PeopleService.

Mayor Grove stated the location of the open meetings act and that one copy of all reproducible written material is available for examination or copying.

The Pledge of Allegiance was led by Council member Ueckert.

Proof of Publication was on the council desk.

Purpose of the meeting was to begin the budgeting process for the Utilities, Water and Wastewater Funds.

Councilmember Stanzel moved to approve the agenda. Lewis seconded. Stanzel, Lewis, TenEyck and Ueckert voted YES. NO: No one. The motion carried.

The Mayor stated that an overall Utilities Fund was added this year. With the creation of this overall fund it will not be necessary to split expenses between the water and wastewater funds.

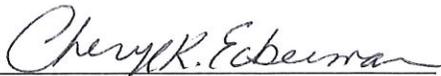
Expenditures discussed for the Wastewater Fund included: Ginger Cove Lift Stations #2 and #3, Valhaven Lift Station, cleaning Zone 4 collection system and cleaning out 8 other lift stations.

Expenditures discussed for the Water Fund included: replacement of two fire hydrants, waster tower inspection and replacement of five water main valves.

The meeting adjourned at 8:10 p.m.



Mayor Cindy Grove



Cheryl K. Eckerman, City Clerk

City of Valley Pooled Cash Governmental Funds							
		Cash Balance 6/30/2022	Net Income or (Loss)	Fund 3 Withholdings	Interfund Transfers	Cash Balance 7/31/2022	Investments 7/31/2022
General - Fund 1	Dept						
		\$2,185,299.46	(\$93,825.82)			\$2,091,473.64	\$14,427.31
Pines Assessments		\$326,501.71	\$25.94			\$326,527.65	
Bond - Fund 2	021	\$875,636.96	\$4,269.44			\$879,906.40	
C D A	001	\$284,257.97	\$24.83			\$284,282.80	
		\$3,671,696.10	(\$89,505.61)			\$3,582,190.49	14,427.31
City of Valley Pooled Cash Proprietary Funds							
		Cash Balance 6/30/2022	Net Income or (Loss)	Fund 3 Withholdings	Interfund Transfers	Cash Balance 7/31/2022	Investments 7/31/2022
Funds 6 & 7							
Water - Fund 6	024	\$639,748.09	\$8,844.19			\$648,592.28	\$9,462.51
Cap. Facility Chg.	024	\$928,450.17	\$63.85			\$928,514.02	
Sewer - Fund 7	026	\$1,353,971.64	\$8,844.18			\$1,362,815.82	
Cap. Facility Chg.	026	\$678,783.41	\$63.85			\$678,847.26	
		\$3,600,953.31	\$17,816.07			\$3,618,769.38	\$9,462.51
	Dept	Cash Balance 6/30/2022	Net Income or (Loss)	Fund 3 Withholdings	Interfund Transfers	Cash Balance 7/31/2022	Investments 7/31/2022
Fund 4							
Nursing Home	050	\$649,709.33	\$10,951.04			\$660,660.37	
Fund 8							
Keno	056	\$127,871.53	\$6,771.65			\$134,643.18	
Fund 10							
Sales Tax	058	\$2,307,891.23	\$165,554.04			\$2,473,445.27	
ARPA							
		\$201,599.66	(\$859.00)			\$200,740.66	
		\$3,287,071.75	\$182,417.73			\$3,469,489.48	
Total All Funds		\$10,559,721.16	\$110,728.19			\$10,670,449.35	\$23,889.82

MANUAL CHECKS FOR JULY 2022		
	<u>CHECK #</u>	<u>AMOUNT</u>
NE Notary Division	53067	30.00
Bluewater Development	53068	30,830.17
Mallard Landing	53069	23,916.06
NE Child Support Center	53070	429.23
NYS Child Support Processing	53071	128.30
TOTAL		55,333.76

<u>Due Date</u>	<u>Invoice</u>	<u>Lookup</u>	<u>Vendor</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Balance</u>	<u>Amount</u>
8/10/2022	20221607	131	ACCUFUND	6/1-6/30 Services	8/10/2022	375.00	375.00
8/10/2022	170024/9	121	Ace Hardware #339C	5 Keys for Police	8/10/2022	11.95	11.95
8/10/2022	142990	105	AFLAC	July Premiums	8/10/2022	1,235.25	1,235.25
8/10/2022	Refund	273	ALD Properties	Building Permit Deposit- 26099 Fort Cir	8/10/2022	1,000.00	1,000.00
8/10/2022	436564694593	132	Amazon	Library Books/DVD's	8/10/2022	83.80	83.80
8/10/2022	434473775335	132	Amazon	Door Chime	8/10/2022	19.59	19.59
8/10/2022	8967899555463	132	Amazon	Movie	8/10/2022	17.99	17.99
8/10/2022	467346575659	132	Amazon	Basics Multipurpose Cop	8/10/2022	31.56	31.56
8/10/2022	1QTD-HVQM-1WWq	127	Amazon Business	Masonry Cut-Off Wheel	8/10/2022	21.99	21.99
8/10/2022	1W4P-97GN-WW3M	127	Amazon Business	Litter Pick up Bags	8/10/2022	118.68	118.68
8/10/2022	1HLR-VNM9-N96G	127	Amazon Business	Webcam	8/10/2022	59.99	59.99
8/10/2022	1TR4-XXc7-1DJX	127	Amazon Business	Microphones- Police	8/10/2022	97.99	97.99
8/10/2022	1K3Y-1MYR-7KJH	127	Amazon Business	Plumbing Code Book	8/10/2022	102.49	102.49
8/10/2022	13799	11135	Andersen Plumbing Inc	109 E Valley ST Work	8/10/2022	850.00	850.00
8/10/2022	200137	11140	Aqua-Chem	Pool Chemicals	8/10/2022	525.25	525.25
8/10/2022	200263	11140	Aqua-Chem	ORP/PH Probe	8/10/2022	589.62	589.62
8/10/2022	200395	11140	Aqua-Chem	Pool Chemicals	8/10/2022	369.60	369.60
8/10/2022	Refund	9769	Archistructure	Water Deposit Refund- 5530 N 279th ST	8/10/2022	150.00	150.00
8/10/2022	37954	159	ARP'S	Police Sidewalk Gardiner & N West Ballfield	8/10/2022	602.25	602.25
8/10/2022	Refund	146	Art of a Craftman	Building Deposit Refund- 16716 Martha Circle	8/10/2022	1,000.00	1,000.00
8/10/2022	Refund	146	Art of a Craftman	Water Deposit Refund- 28461 Laurel Cir	8/10/2022	150.00	150.00
8/10/2022	Refund	146	Art of a Craftman	Water Deposit Refund- 6009 N 285th ST	8/10/2022	150.00	150.00
8/10/2022	880091218	207	Bauer Built	Tire Repair	8/10/2022	385.00	385.00
8/10/2022	Refund	30034	BCL Properties	Water Deposit Refund- 28426 Laurel Cir	8/10/2022	150.00	150.00
8/10/2022		11145	Black Hills Energy	6/23-7/25 Natural Gas	8/10/2022	383.67	383.67
8/10/2022	Refund	2059506	Blacketer, Brandon & Sammatha	Water Deposit Refund- 233 S Mayne ST	8/10/2022	150.00	150.00
8/10/2022	31964	270	Canine Development Group	Yearly Handler Sub	8/10/2022	140.00	140.00
8/10/2022	153548	308	Cappel Auto Supply- Valley	Disposable Gloves	8/10/2022	33.16	33.16
8/10/2022	153483	308	Cappel Auto Supply- Valley	2.5 DEF	8/10/2022	40.64	40.64
8/10/2022	153787	308	Cappel Auto Supply- Valley	Oil Filter	8/10/2022	36.36	36.36
8/10/2022	105626	633	Coast to Coast Solutions	250 Keychains- Police	8/10/2022	495.20	495.20

8/10/2022	Q463421	347	Core & Main	Hydrant Meter	8/10/2022	2,030.30	2,030.30
8/10/2022	Refund	198	Curt Hofer	Water Deposit Refund- 29105 Martin Cir	8/10/2022	150.00	150.00
8/10/2022	101088	11175	Datashield Corporation	Monthly Shred Service	8/10/2022	45.00	45.00
8/10/2022		117003	Dick's Valley Market	Soap for Park BR	8/10/2022	16.96	16.96
8/10/2022		117003	Dick's Valley Market	Library Program Snacks	8/10/2022	12.69	12.69
8/10/2022		117003	Dick's Valley Market	Library Program Snacks	8/10/2022	5.98	5.98
8/10/2022		117003	Dick's Valley Market	Fly Ribbon	8/10/2022	2.99	2.99
8/10/2022		117003	Dick's Valley Market	Paper Towels	8/10/2022	8.79	8.79
8/10/2022		117003	Dick's Valley Market	Camper Pad Form Bags	8/10/2022	2.75	2.75
8/10/2022		464	Douglas County Environmental	Electrical Permit Fees July	8/10/2022	2,078.00	2,078.00
8/10/2022		11180	Douglas County Post Gazette	Publications 6/1-7/27	8/10/2022	1,329.12	1,329.12
8/10/2022	1572	276	Eagle Engineering Group LLC	June-July Services	8/10/2022	8,299.88	8,299.88
8/10/2022	8534950-0	11190	Eakes Office Solutions	Legal Pad	8/10/2022	13.94	13.94
8/10/2022	8534950-1	11190	Eakes Office Solutions	Paper Towels	8/10/2022	44.83	44.83
8/10/2022	8540310-0	11190	Eakes Office Solutions	Folders/Envelopes	8/10/2022	69.98	69.98
8/10/2022	INV379300	11190	Eakes Office Solutions	Color Printing- Police	8/10/2022	193.35	193.35
8/10/2022	INV379301	11190	Eakes Office Solutions	Color Printing- General	8/10/2022	447.25	447.25
8/10/2022	INV380307	11190	Eakes Office Solutions	Color Printing- Library	8/10/2022	151.71	151.71
8/10/2022	B-26930430	500	EMC Insurance	Equipment Adjustments	8/10/2022	150.00	150.00
8/10/2022	38703	533	Everett's Auto Repair	'16 Dodge Charger Repair	8/10/2022	174.74	174.74
8/10/2022	38730	533	Everett's Auto Repair	'10 Ford 250 Repair	8/10/2022	867.18	867.18
8/10/2022		610	Farnham & Griffin, P.C., L.L.O.	Legal Services 8/1-8/31	8/10/2022	5,514.67	5,514.67
8/10/2022		618	First Nebraska Bank	July Statement	8/10/2022	4,778.92	4,778.92
8/10/2022		620	First Nebraska Bank (Brainard)	NH Payment #97	8/10/2022	5,962.50	5,962.50
8/10/2022		617	First State Bank Nebraska	NH Payment #97	8/10/2022	5,962.50	5,962.50
8/10/2022	90122	619	Five Nines Technology Group INC	15 Full/5 Part + Microsoft 365	8/10/2022	2,631.00	2,631.00
8/10/2022	99220700	2324	Fremont Winnelson	Pool Repair & Main	8/10/2022	31.67	31.67
8/10/2022	45325	201	Grunwald Mechanical	ERV for Police	8/10/2022	6,886.00	6,886.00
8/10/2022	Refund	13	HC Remodel	Building Permit Deposit Refund- 5430 N 279th	8/10/2022	1,000.00	1,000.00
8/10/2022	Refund	274	Homes by J.E.S.	Building Permit Deposit Refund- 38488 Laurel Cir	8/10/2022	750.00	750.00
8/10/2022	4061686	827	Host Coffee Service	Coffee	8/10/2022	6.25	6.25
8/10/2022	4074339	827	Host Coffee Service	Water Cooler	8/10/2022	28.89	28.89
8/10/2022	VALL-0622	5096	IBTS	N 300th ST Plan Review	8/10/2022	100.00	100.00
8/10/2022	17249	1006	Jetco	County Aire Upgrades	8/10/2022	2,000.00	2,000.00
8/10/2022	Refund	3014503	Kunes, Robert & Ashley	Water Deposit Refund- 28020 Eagle Cir	8/10/2022	150.00	150.00
8/10/2022	Refund	252	Landmark Performance Corp	Building Permit Deposit Refund- 6125 N 295th ST	8/10/2022	1,000.00	1,000.00
8/10/2022		268	Larsen International	2013 Int Truck Repair	8/10/2022	187.95	187.95
8/10/2022	Refund	1039	LIM Construction	Water Deposit Refund- 28438 Laurel Cir	8/10/2022	150.00	150.00
8/10/2022	6004683168	1234	Love's Travel Stops & Country Store	Gas- Police	8/10/2022	767.31	767.31

8/10/2022	6004648752	1234	Love's Travel Stops & Country Store	Gas- Police	8/10/2022	597.65	597.65
8/10/2022	6004617637	1234	Love's Travel Stops & Country Store	Gas- Police	8/10/2022	544.70	544.70
8/10/2022	6004620576	1234	Love's Travel Stops & Country Store	Bldg Insp/PW	8/10/2022	138.64	138.64
8/10/2022	6004686465	1234	Love's Travel Stops & Country Store	Bldg Insp/PW- Gas	8/10/2022	183.66	183.66
8/10/2022		1240	Lowe's	Ball Field Supplies	8/10/2022	259.84	259.84
8/10/2022		1240	Lowe's	Park/Pool Supplies	8/10/2022	492.14	492.14
8/10/2022		1240	Lowe's	Door Stain- Building Insp	8/10/2022	66.99	66.99
8/10/2022	Refund	6055502	Maresh, Joe & April	Water Deposit Refund- 5706 N 294th Cir	8/10/2022	150.00	150.00
8/10/2022	Refund	4064502	Mccollister, Scott & Trina	Water Deposit Refund- 3903 N 269th Ave	8/10/2022	150.00	150.00
8/10/2022		2220	Medicine Man Pharmacy Valley	Narcan- Police	8/10/2022	668.75	668.75
8/10/2022	51762	1363	Menards- Elkhorn	Paint	8/10/2022	71.82	71.82
8/10/2022	31209	1317	Menards- Fremont	Garden Hose/Washers	8/10/2022	105.97	105.97
8/10/2022	9922	1317	Menards- Fremont	PW Supplies	8/10/2022	370.09	370.09
8/10/2022	31507	1317	Menards- Fremont	Rebar/Paint/Police Door Lock	8/10/2022	194.90	194.90
8/10/2022	07/2222	1313	Michael Matzen	July Cleaning	8/10/2022	823.90	823.90
8/10/2022	Refund	143	Midwest Dwellings LLC	Water Deposit Refund- W Sunset	8/10/2022	150.00	150.00
8/10/2022	502392337	1325	Midwest Tape LLC	Library Books	8/10/2022	90.71	90.71
8/10/2022	852	1374	Municipal Code Services	Code Update- 776/777	8/10/2022	200.00	200.00
8/10/2022	659728	203	National Drug Screening	Marshall Drug Screening	8/10/2022	64.00	64.00
8/10/2022	2221	1457	Nebraska Sweeping Inc	122 Regular/13 Wide ST's	8/10/2022	2,873.68	2,873.68
8/10/2022	49007875	2	Nutrien Ag Solutions	Glyphosate Chem	8/10/2022	544.20	544.20
8/10/2022		1510	OPPD	6/8-7-2 Service	8/10/2022	16,734.43	16,734.43
8/10/2022	40638	1617	PeopleService Inc	W/WW August	8/10/2022	29,243.00	29,243.00
8/10/2022	1853284	271	PowerPlan	JD Boom Mower Filters	8/10/2022	249.19	249.19
8/10/2022	C001452	1645	PowerTech	Water Service Generator	8/10/2022	795.00	795.00
8/10/2022	W66606	1645	PowerTech	WW Service Generator	8/10/2022	296.88	296.88
8/10/2022	Refund	187	Prairie Homes	Building Permit Deposit Refund- 6328 N 295th	8/10/2022	750.00	750.00
8/10/2022	722134	1650	Publication Printing	Building Inspect Reports	8/10/2022	148.25	148.25
8/10/2022	822006	1650	Publication Printing	Water Deposit Receipt Books	8/10/2022	218.25	218.25
8/10/2022	214209	269	Rawhide Chemoil Inc	Diesel for Generator	8/10/2022	2,598.08	2,598.08
8/10/2022	RO061057	1815	Ray Allen Manufacturing	Trainers Bite Suite	8/10/2022	1,756.98	1,756.98
8/10/2022		5027506	Rayer, Theresa	Water Refund, 7522 N 285th Ave Circle	8/10/2022	331.04	331.04
8/10/2022	Refund	6062701	Rohwer, John	Water Deposit Refund- 5505 N 292 Circle	8/10/2022	150.00	150.00
8/10/2022	Refund	196	Siebler Bldg Co	Water Deposit Refund- 6218 N 293 Circle	8/10/2022	150.00	150.00
8/10/2022	Refund	11278	Sierra Homes	Water Deposit Refund- 28409 Laurel Cir	8/10/2022	150.00	150.00
8/10/2022	22-000658	2027	TREKK Design Group LLC	Field Tech/Cleaning Tech/Disposals	8/10/2022	1,725.00	1,725.00
8/10/2022	1071	2240	VRBA Construction	Fixed broke water service.	8/10/2022	3,675.00	3,675.00
8/10/2022	1078	2240	VRBA Construction	Fixed Broke water service.	8/10/2022	3,675.00	3,675.00
8/10/2022	Refund	6049300	Walvoord, Jared	Building Permit Deposit- 6340 Twin Rivers	8/10/2022	1,000.00	1,000.00

8/10/2022	Refund	6049300	Walvoord, Jared	Building Deposit Refund- 6340 Twin Rivers	8/10/2022	1,000.00	1,000.00
8/10/2022	6350908T054	1653	Waste Connections of Nebraska Inc	August Trash Service	8/10/2022	239.19	239.19
8/10/2022	19262	2	Wiese Plumbing & Excavating Inc	227 W Gardiner ST work	8/10/2022	2,647.00	2,647.00
8/10/2022	Refund	275	Woodland Homes	Water Deposit Refund- 6411 N 295th	8/10/2022	150.00	150.00
8/10/2022		2175001	Y.M.C.A. of Greater Omaha	August 2022 Management Fee	8/10/2022	2,673.37	2,673.37
						142,477.43	142,477.43

Additional Bills for Council Approval		
	8/9/2022	
Cox		\$1,494.80
Fremont Utilities		\$34,602.90
Verizon Wirless		\$383.19
Brightly		\$6,911.25
Menards Elkhorn		\$166.79
Baker & Taylor		\$748.55
EverLevel Concrete Repair		\$838.00
Tim Sheets		\$231.20
Diamond Vogel		\$417.80
Century Link		\$182.57
James Deemer		\$358.30
Total		\$46,335.35

City of Valley
Time sheets

7-29 check

Lookup	Name	Department	Earning				EFT
			Hours	Earnings	Taxes	Deductions	Amount
1010	Van Den Boogaart, Jeroen T	General Building & Zoning	85.75	2,412.13	620.88	1,791.25	1,574.16
1021	Spinar, Stacy A	General Office	81.00	1,782.10	395.82	1,386.28	1,343.28
1022	Eckerman, Cheryl	General Office	87.50	2,585.06	582.65	2,002.41	1,873.16
1023	Breisch, Beth	General Office	50.75	940.91	141.62	799.29	771.06
1024	Marshall, Jeremy M	General Office	40.00	1,750.02	133.88	1,616.14	1,400.34
2020	Eggen, Doug	Public Works Department	80.00	2,510.78	587.21	1,923.57	1,594.01
2021	Sheets, Tim D	Public Works Department	84.25	2,363.21	463.97	1,899.24	1,781.08
2022	Musson, James	Public Works Department	80.00	1,857.18	275.45	1,581.73	1,271.14
2023	Ratigan, Patrick J	Public Works Department	80.00	1,527.58	285.69	1,241.89	1,047.69
2024	Kreager, Shane A	Public Works Department	80.00	1,790.78	268.54	1,522.24	1,468.52
3210	Smith, Brett D	Police Department	80.00	2,692.59	539.21	2,153.38	1,975.11
3212	Dunham, David D	Police Department	80.00	2,019.54	460.55	1,558.99	1,420.75
3213	Coffey, Robert W	Police Department	82.25	2,101.50	390.67	1,710.83	1,565.17
3214	Deemer, James R	Police Department	80.50	2,098.41	590.94	1,507.47	1,396.42
3217	Hempel, Michael A	Police Department	80.00	1,771.53	361.35	1,410.18	1,087.10
3221	Bates, Adam T	Police Department	7.00	136.01	10.40	125.61	125.61
3224	Jones, Kristin M	Police Department	79.75	1,766.03	352.50	1,413.53	1,160.13
3227	Scheer, Gregory P	Police Department	7.00	141.89	10.86	131.03	131.03
3231	Dohrmann, Kenneth J	Police Department	7.25	140.87	35.77	105.10	105.10
4410	Stewart, Samantha	Library Department	66.25	1,379.99	226.56	1,153.43	820.09
4411	Brown, Elizabeth A	Library Department	45.75	686.25	88.49	597.76	597.76
4412	Emmi, Sarah M	Library Department	32.00	480.00	47.44	432.56	432.56
			1,397.00	34,934.36	6,870.45	28,063.91	24,941.27

7-15 check

Lookup	Name	Department	Earning				EFT
			Hours	Earnings	Taxes	Deductions	Amount
1010	Van Den Boogaart, Jeroen T	General Building & Zoning	82.00	2,233.25	560.65	1,672.60	1,471.61
1021	Spinar, Stacy A	General Office	80.75	1,773.98	393.73	1,380.25	1,337.41
1022	Eckerman, Cheryl	General Office	80.00	2,321.81	516.03	1,805.78	1,689.69
1023	Breisch, Beth	General Office	46.00	852.84	121.77	731.07	705.48
2020	Eggen, Doug	Public Works Department	80.00	2,510.78	587.21	1,923.57	1,594.01
2021	Sheets, Tim D	Public Works Department	80.50	2,236.48	426.51	1,809.97	1,669.25
2022	Musson, James	Public Works Department	80.25	1,868.60	278.14	1,590.46	1,279.30
2023	Ratigan, Patrick J	Public Works Department	80.25	1,532.26	286.90	1,245.36	1,051.02
2024	Kreager, Shane A	Public Works Department	80.50	1,801.78	271.11	1,530.67	1,476.62
3210	Smith, Brett D	Police Department	80.00	2,692.59	539.21	2,153.38	1,975.11
3212	Dunham, David D	Police Department	92.75	2,339.56	573.78	1,765.78	1,617.94
3213	Coffey, Robert W	Police Department	89.00	2,273.02	434.23	1,838.79	1,687.99
3214	Deemer, James R	Police Department	83.75	2,175.92	610.84	1,565.08	1,451.70
3217	Hempel, Michael A	Police Department	91.75	2,030.03	429.18	1,600.85	1,277.77
3221	Bates, Adam T	Police Department	8.00	155.44	11.89	143.55	143.55
3223	Harrah, Wesley J	Police Department	8.75	170.01	14.54	155.47	155.47
3224	Jones, Kristin M	Police Department	59.25	1,315.03	281.34	1,033.69	1,033.69
3225	Clark, Caleb J	Police Department	29.25	568.33	43.48	524.85	13.35
3227	Scheer, Gregory P	Police Department	6.25	126.69	9.69	117.00	117.00
4410	Stewart, Samantha	Library Department	59.75	1,244.59	196.62	1,047.97	721.40
4411	Brown, Elizabeth A	Library Department	45.50	682.50	87.71	594.79	594.79
4412	Emmi, Sarah M	Library Department	33.25	498.75	49.55	449.20	449.20
4413	Anderson, Wendelin A	Library Department	4.25	50.79	3.89	46.90	46.90
			1,381.75	33,455.03	6,728.00	26,727.03	23,560.25

7-1 check

Lookup	Name	Department	Earning				EFT
			Hours	Earnings	Taxes	Deductions	Amount
1010	Van Den Boogaart, Jeroen T	General Building & Zoning	81.25	2,229.88	559.52	1,670.36	1,469.67
1021	Spinar, Stacy A	General Office	81.00	1,779.39	395.12	1,384.27	1,341.32
1022	Eckerman, Cheryl	General Office	87.25	2,581.55	581.77	1,999.78	1,870.70
1023	Breisch, Beth	General Office	45.75	848.21	120.74	727.47	702.02
2020	Eggen, Doug	Public Works Department	80.00	2,510.78	587.21	1,923.57	1,594.01
2021	Sheets, Tim D	Public Works Department	84.00	2,387.18	464.65	1,922.53	1,774.27
2022	Musson, James	Public Works Department	86.00	2,062.65	324.17	1,738.48	1,417.62
2023	Ratigan, Patrick J	Public Works Department	81.75	1,567.34	295.92	1,271.42	1,076.03
2024	Kreager, Shane A	Public Works Department	68.75	1,543.28	213.06	1,330.22	1,283.92
3210	Smith, Brett D	Police Department	80.00	2,692.59	539.21	2,153.38	1,975.11
3212	Dunham, David D	Police Department	84.25	2,179.54	517.16	1,662.38	1,519.34
3213	Coffey, Robert W	Police Department	86.00	2,273.02	434.23	1,838.79	1,687.99
3214	Deemer, James R	Police Department	86.75	2,327.96	660.41	1,667.55	1,549.61
3217	Hempel, Michael A	Police Department	80.25	1,779.78	363.52	1,416.26	1,093.18
3224	Jones, Kristin M	Police Department	17.75	371.51	56.07	315.44	315.44
3225	Clark, Caleb J	Police Department	7.00	136.01	10.40	125.61	3.20
3227	Scheer, Gregory P	Police Department	7.75	157.09	12.02	145.07	145.07
3231	Dohrmann, Kenneth J	Police Department	21.75	422.60	58.90	363.70	363.70
4410	Stewart, Samantha	Library Department	60.75	1,265.42	201.23	1,064.19	736.58
4411	Brown, Elizabeth A	Library Department	46.00	690.00	89.27	600.73	600.73
4412	Emmi, Sarah M	Library Department	32.25	483.75	47.84	435.91	435.91
			1,306.25	32,289.53	6,532.42	25,757.11	22,955.42

City of Valley
P/R Valley IRA Report for Check Date 7/01/2022

<u>Employee</u>	<u>Gross Earnings</u>	<u>IRA Red. Wages</u>	<u>IRA Red Amt</u>	<u>IRA Ded. Wages</u>	<u>IRA Ded Amt</u>	<u>IRA Emplr Wages</u>	<u>IRA Emplr Amt</u>
[1010] Van Den Boogaart, Jeroen T	2,229.88	2,229.88	200.69	0.00	0.00	2,229.88	66.90
[1021] Spinar, Stacy A	1,779.39	1,779.39	35.59	0.00	0.00	1,779.39	53.38
[1022] Eckerman, Cheryl	2,581.55	2,581.55	129.08	0.00	0.00	2,581.55	77.45
[1023] Breisch, Beth	848.21	848.21	25.45	0.00	0.00	848.21	25.45
[2020] Eggen, Doug	2,510.78	2,510.78	251.08	0.00	0.00	2,510.78	75.32
[2021] Sheets, Tim D	2,387.18	2,387.18	119.36	0.00	0.00	2,387.18	71.62
[2022] Musson, James	2,062.65	2,062.65	103.13	0.00	0.00	2,062.65	61.88
[2023] Ratigan, Patrick J	1,567.34	1,567.34	47.02	0.00	0.00	1,567.34	47.02
[2024] Kreager, Shane A	1,543.28	1,543.28	46.30	0.00	0.00	1,543.28	46.30
[3210] Smith, Brett D	2,692.59	2,692.59	134.63	0.00	0.00	2,692.59	80.78
[3212] Dunham, David D	2,179.54	2,179.54	65.39	0.00	0.00	2,179.54	65.39
[3213] Coffey, Robert W	2,273.02	2,273.02	68.19	0.00	0.00	2,273.02	68.19
[3214] Deemer, James R	2,327.96	2,327.96	69.84	0.00	0.00	2,327.96	69.84
[3217] Hempel, Michael A	1,779.78	0.00	0.00	0.00	0.00	0.00	0.00
[3224] Jones, Kristin M	371.51	0.00	0.00	0.00	0.00	0.00	0.00
[3225] Clark, Caleb J	136.01	136.01	122.41	0.00	0.00	136.01	4.08
[3227] Scheer, Gregory P	157.09	0.00	0.00	0.00	0.00	0.00	0.00
[3231] Dohrmann, Kenneth J	422.60	0.00	0.00	0.00	0.00	0.00	0.00
[4410] Stewart, Samantha	1,265.42	1,265.42	63.27	0.00	0.00	1,265.42	37.96
[4411] Brown, Elizabeth A	690.00	0.00	0.00	0.00	0.00	0.00	0.00
[4412] Emmi, Sarah M	483.75	0.00	0.00	0.00	0.00	0.00	0.00
Report Totals	32,289.53		1,481.43		0.00	28,384.80	851.56

City of Valley
P/R Valley IRA Report for Check Date 7/15/2022

<u>Employee</u>	<u>Gross Earnings</u>	<u>IRA Red. Wages</u>	<u>IRA Red Amt</u>	<u>IRA Ded. Wages</u>	<u>IRA Ded Amt</u>	<u>IRA Emplr Wages</u>	<u>IRA Emplr Amt</u>
[1010] Van Den Boogaart, Jeroen T	2,233.25	2,233.25	200.99	0.00	0.00	2,233.25	67.00
[1021] Spinar, Stacy A	1,773.98	1,773.98	35.48	0.00	0.00	1,773.98	53.22
[1022] Eckerman, Cheryl	2,321.81	2,321.81	116.09	0.00	0.00	2,321.81	69.65
[1023] Breisch, Beth	852.84	852.84	25.59	0.00	0.00	852.84	25.59
[2020] Eggen, Doug	2,510.78	2,510.78	251.08	0.00	0.00	2,510.78	75.32
[2021] Sheets, Tim D	2,236.48	2,236.48	111.82	0.00	0.00	2,236.48	67.09
[2022] Musson, James	1,868.60	1,868.60	93.43	0.00	0.00	1,868.60	56.06
[2023] Ratigan, Patrick J	1,532.26	1,532.26	45.97	0.00	0.00	1,532.26	45.97
[2024] Kreager, Shane A	1,801.78	1,801.78	54.05	0.00	0.00	1,801.78	54.05
[3210] Smith, Brett D	2,692.59	2,692.59	134.63	0.00	0.00	2,692.59	80.78
[3212] Dunham, David D	2,339.56	2,339.56	70.19	0.00	0.00	2,339.56	70.19
[3213] Coffey, Robert W	2,273.02	2,273.02	68.19	0.00	0.00	2,273.02	68.19
[3214] Deemer, James R	2,175.92	2,175.92	65.28	0.00	0.00	2,175.92	65.28
[3217] Hempel, Michael A	2,030.03	0.00	0.00	0.00	0.00	0.00	0.00
[3221] Bates, Adam T	155.44	0.00	0.00	0.00	0.00	0.00	0.00
[3223] Harrah, Wesley J	170.01	0.00	0.00	0.00	0.00	0.00	0.00
[3224] Jones, Kristin M	1,315.03	0.00	0.00	0.00	0.00	0.00	0.00
[3225] Clark, Caleb J	568.33	568.33	511.50	0.00	0.00	568.33	17.05
[3227] Scheer, Gregory P	126.69	0.00	0.00	0.00	0.00	0.00	0.00
[4410] Stewart, Samantha	1,244.59	1,244.59	62.23	0.00	0.00	1,244.59	37.34
[4411] Brown, Elizabeth A	682.50	0.00	0.00	0.00	0.00	0.00	0.00
[4412] Emmi, Sarah M	498.75	0.00	0.00	0.00	0.00	0.00	0.00
[4413] Anderson, Wendelin A	50.79	0.00	0.00	0.00	0.00	0.00	0.00
Report Totals	33,455.03		1,846.52		0.00	28,425.79	852.78

City of Valley

P/R Valley IRA Report for Check Date 7/29/2022

<u>Employee</u>	<u>Gross Earnings</u>	<u>IRA Red. Wages</u>	<u>IRA Red Amt</u>	<u>IRA Ded. Wages</u>	<u>IRA Ded Amt</u>	<u>IRA Emplr Wages</u>	<u>IRA Emplr Amt</u>
[1010] Van Den Boogaart, Jeroen T	2,412.13	2,412.13	217.09	0.00	0.00	2,412.13	72.36
[1021] Spinar, Stacy A	1,782.10	1,782.10	35.64	0.00	0.00	1,782.10	53.46
[1022] Eckerman, Cheryl	2,585.06	2,585.06	129.25	0.00	0.00	2,585.06	77.55
[1023] Breisch, Beth	940.91	940.91	28.23	0.00	0.00	940.91	28.23
[1024] Marshall, Jeremy M	1,750.02	1,750.02	87.50	0.00	0.00	1,750.02	52.50
[2020] Eggen, Doug	2,510.78	2,510.78	251.08	0.00	0.00	2,510.78	75.32
[2021] Sheets, Tim D	2,363.21	2,363.21	118.16	0.00	0.00	2,363.21	70.90
[2022] Musson, James	1,857.18	1,857.18	92.86	0.00	0.00	1,857.18	55.72
[2023] Ratigan, Patrick J	1,527.58	1,527.58	45.83	0.00	0.00	1,527.58	45.83
[2024] Kreager, Shane A	1,790.78	1,790.78	53.72	0.00	0.00	1,790.78	53.72
[3210] Smith, Brett D	2,692.59	2,692.59	134.63	0.00	0.00	2,692.59	80.78
[3212] Dunham, David D	2,019.54	2,019.54	60.59	0.00	0.00	2,019.54	60.59
[3213] Coffey, Robert W	2,101.50	2,101.50	63.05	0.00	0.00	2,101.50	63.05
[3214] Deemer, James R	2,098.41	2,098.41	62.95	0.00	0.00	2,098.41	62.95
[3217] Hempel, Michael A	1,771.53	0.00	0.00	0.00	0.00	0.00	0.00
[3221] Bates, Adam T	136.01	0.00	0.00	0.00	0.00	0.00	0.00
[3224] Jones, Kristin M	1,766.03	0.00	0.00	0.00	0.00	0.00	0.00
[3227] Scheer, Gregory P	141.89	0.00	0.00	0.00	0.00	0.00	0.00
[3231] Dohrmann, Kenneth J	140.87	0.00	0.00	0.00	0.00	0.00	0.00
[4410] Stewart, Samantha	1,379.99	1,379.99	69.00	0.00	0.00	1,379.99	41.40
[4411] Brown, Elizabeth A	686.25	0.00	0.00	0.00	0.00	0.00	0.00
[4412] Emmi, Sarah M	480.00	0.00	0.00	0.00	0.00	0.00	0.00
Report Totals	34,934.36		1,449.58		0.00	29,811.78	894.36

Commission Summary

Date 7/6/2022



Paid to

City of Valley

6/16-6/30/2022

Description	Amount
	3,294.45

Amount \$3,294.45

Commission Summary

Date 7/20/2022



Paid to

City of Valley

7/1-7/15/2022

Description	Amount
	3,466.73

Amount \$3,466.73

July Keno Receipts
\$6,761.18



Date: August 2, 2022
To: City of Valley
From: Bob McLaughlin, Lead Operator
O & M Report: July 2022

Water Operation & Maintenance

- 436 locates was completed.
- Total water produced was 41,169,000 gallons.
- On July 18th the backwash cycle malfunctioned on filter 4 in the A.M. hours. This malfunction stopped the automated backwash rotation causing filters 1-3 to bind up so water could not be produced. This caused the tower to get lowered to 20 feet again. The pressure loss then caused discolored water. We flushed hydrants where needed to help clear up the discolored water. We are evaluating the cause of the malfunction.
- The water plant is running between 18 to 21 hours a day. The maximum daily flow this month was 2,001,000 gallons. The daily average usage was 1,372,000. With the plant being under such a heavy load any minor malfunction becomes a major malfunction as we do not have the time to react before water is used.
- We installed and programed 15 MXUs this month.
- The curb stop at 109 E Valley curb stop was repaired.
- The VFD was replaced in the north well house. The VFD replaced is being repaired and will be kept as a spare.
- All work orders were completed.

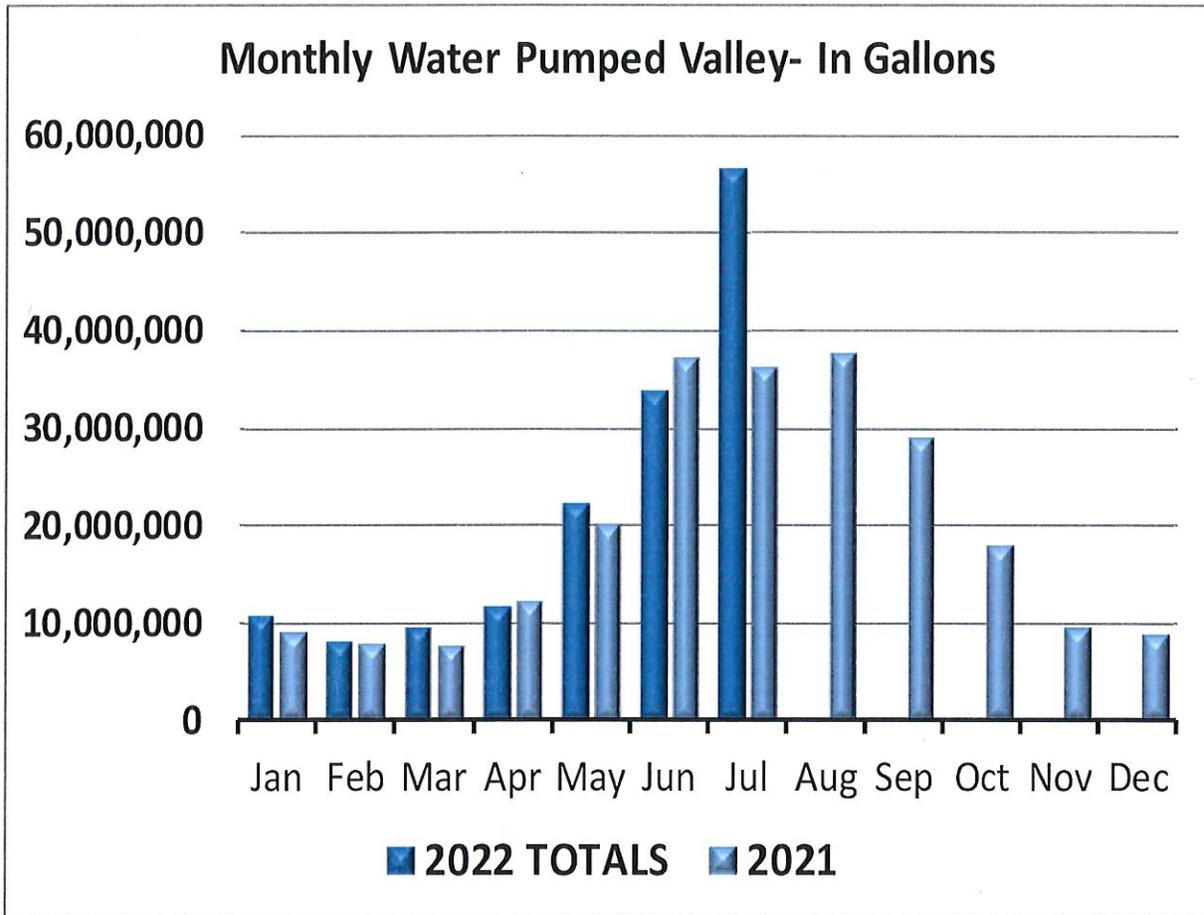
Wastewater Operation & Maintenance

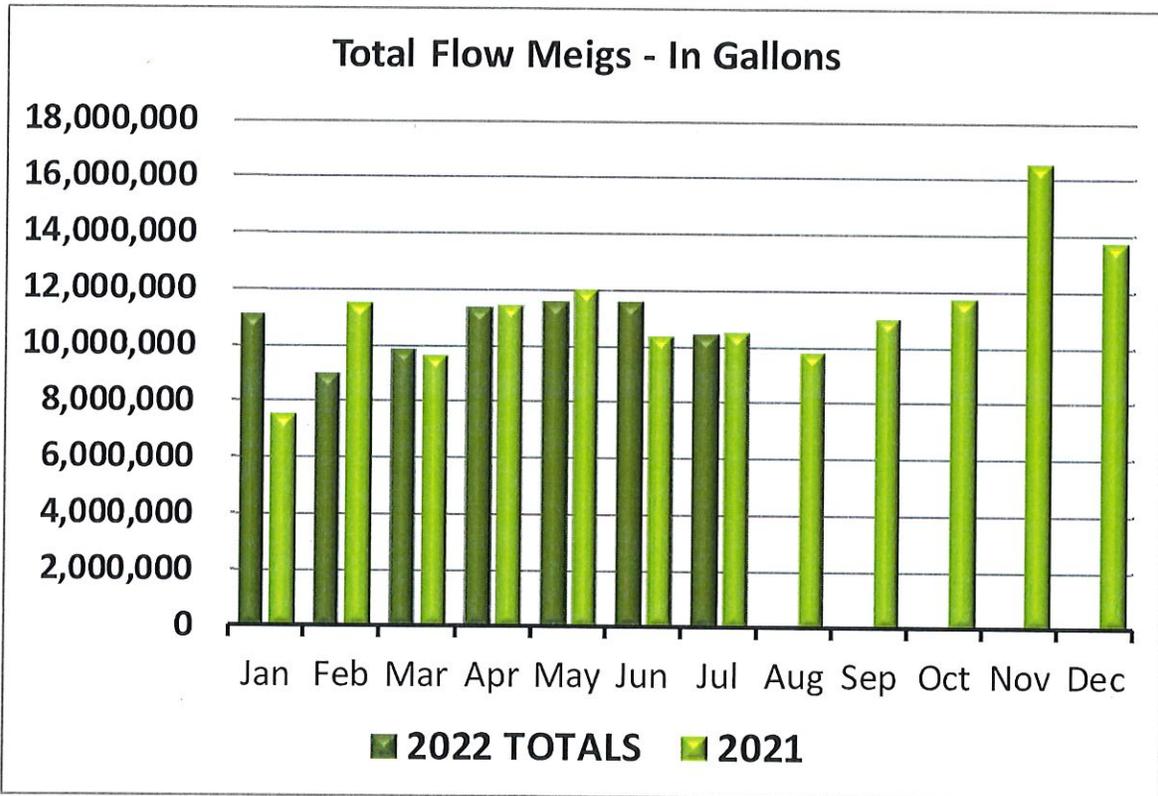
- Valmont pumped 290,000 gallons to Valley.
- The Country Air lift station is complete and functioning.
- There was a power loss at the Byersville lift station. The fault was found to be a snake in the transformer. OPPD was contacted and the snake was removed. Lift station is operating normally.
- All work orders were completed.
- Flat Water phase three lift station start up was completed. The lift station is running normally.

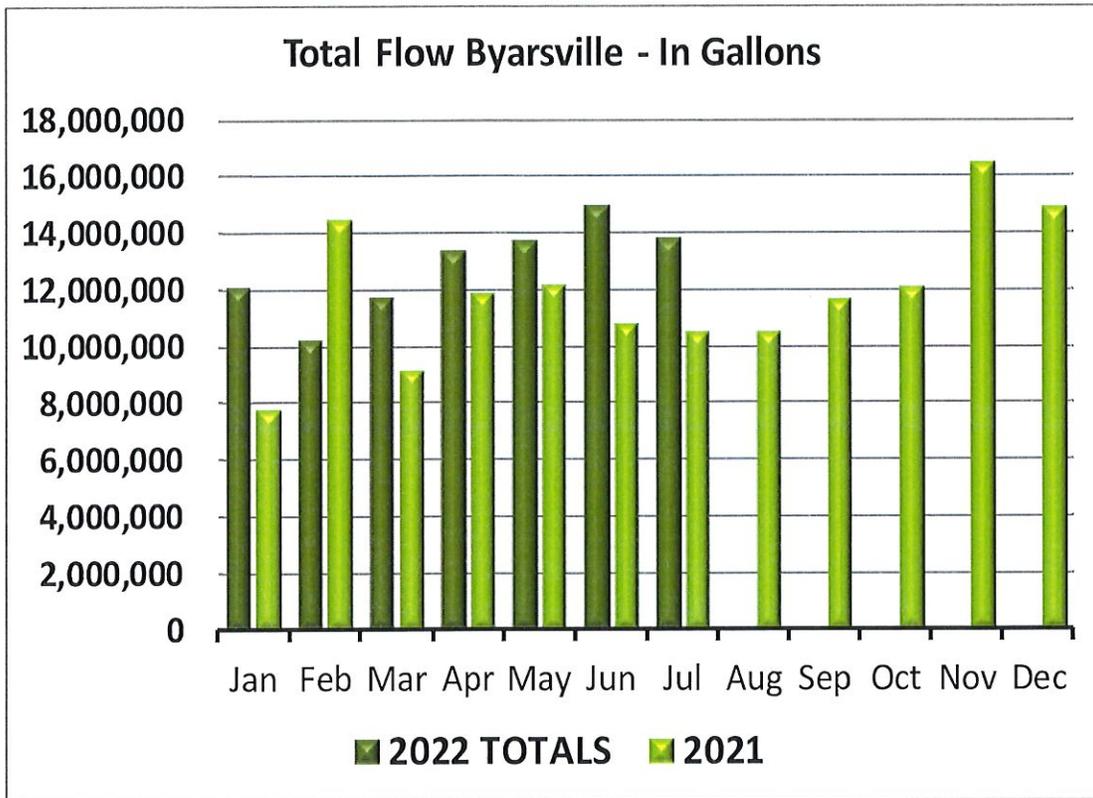
PeopleService INC.

Water & Wastewater Professionals

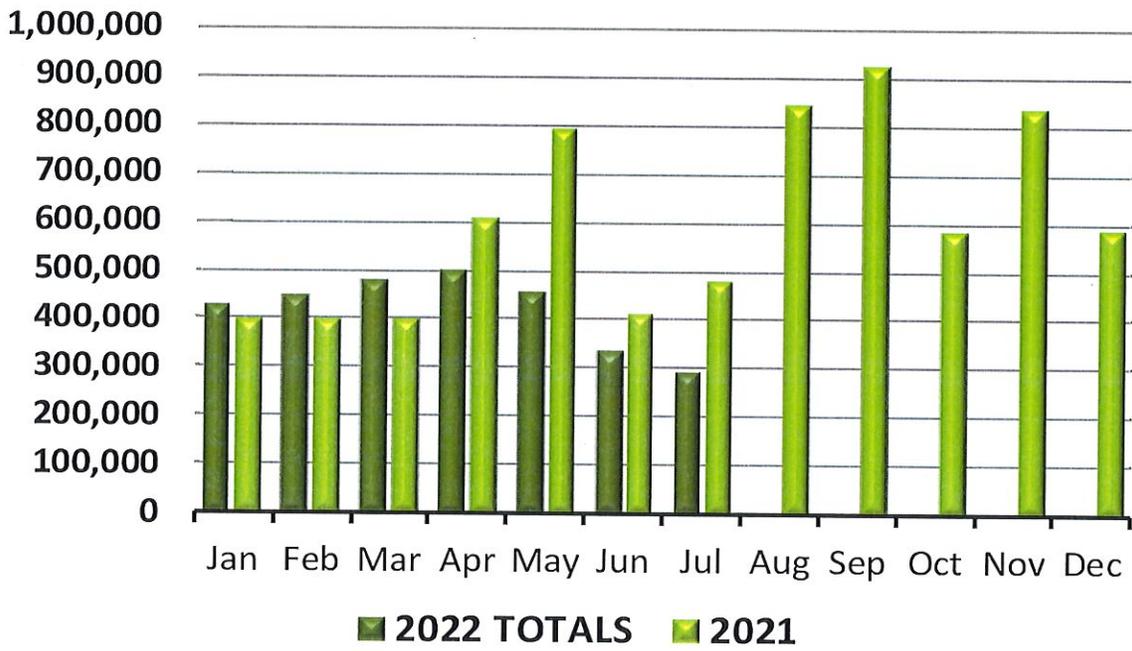
Water	Units	July-22	June-22	July-21
Total Monthly Pumped Valley	gallons	56,774,000	33,844,000	36,174,000
Daily Average Pumped Valley	gallons	1,892,466	1,128,133	1,205,800
Average Fluoride Residual	mg/L	0.00	0.76	0.09
Fluoride used	lbs	458.70	231.20	367.50
Average Chlorine Residual	mg/L	0.36	0.24	0.12
Chlorine used	lbs	181.90	80.20	222.80
Potassium Permanganate	lbs	1,435.00	412.00	978.00
Wastewater				
Effluent Flow				
Total Flow Meigs Street	gallons	10,468,000	11,563,000	10,484,000
Avg Daily Flow Meigs Street	gallons	348,000	385,433	349,466
Total Flow Byarsville	gallons	13,796,000	15,012,000	10,491,000
Avg Daily Flow Byarsville	gallons	459,000	500,400	349,700
Total Flow Valmont	gallons	290,000	335,000	428,780
Avg Daily Flow Valmont	gallons	9,666	11,166	13,831
Lift Station Data				
Gardiner St Rainwater Total Runtime	hours	0.00	0.00	0.00
Valhaven (#1) Total Runtime	hours	0.00	0.00	12.00
Valhaven (#2) Total Runtime	hours	6.70	7.30	12.00
Country Aire (#1) Total Runtime	hours	33.90	24.40	32.00
Legacy Valley Total Runtime	hours	73.20	57.20	31.20
Legacy Valley Avg Daily Runtime	hours	2.36	1.84	1.00
Valley Shores (1) Pump 1 Total Run	hours	20.50	19.50	27.10
Valley Shores (1) Pump 2 Total Run	hours	18.90	18.60	24.00
Valley Shores (2) Pump 1 Total Run	hours	73.30	81.80	113.80
Valley Shores (2) Pump 2 Total Run	hours	0.00	0.00	119.20
Valley Shores (3) Pump 1 Total Run	hours	9.10	8.20	6.30
Valley Shores (3) Pump 2 Total Run	hours	29.00	8.40	6.10
Regional Pump #1 Total Runtime	hours	0.00	0.00	23.50
Regional Pump #2 Total Runtime	hours	0.00	0.00	40.30
Mallard (1) Pump 1 Total Runtime	hours	14.00	14.20	15.10
Mallard (1) Pump 2 Total Runtime	hours	13.50	13.20	16.00
Mallard (2) Pump 1 Total Runtime	hours	4.80	4.80	14.70
Mallard (2) Pump 2 Total Runtime	hours	4.60	4.50	0.00
Mallard (3) Pump 1 Total Runtime	hours	38.00	41.20	26.80
Mallard (3) Pump 2 Total Runtime	hours	36.50	24.60	26.20
Mallard (4) Pump 1 Total Runtime	hours	30.50	32.80	27.20
Mallard (4) Pump 2 Total Runtime	hours	36.70	38.30	27.40
Bluewater (1) Pump 1 Total Runtime	hours	12.30	9.40	12.80
Bluewater (1) Pump 2 Total Runtime	hours	18.50	14.60	24.80
Bluewater (2) Pump 1 Total Runtime	hours	110.60	169.40	54.00
Bluewater (2) Pump 2 Total Runtime	hours	34.30	31.90	57.90
Bluewater (3) Pump 1 Total Runtime	hours	19.30	23.00	29.60
Bluewater (3) Pump 2 Total Runtime	hours	15.90	14.70	26.30
Bluewater (4) Pump 1 Total Runtime	hours	14.20	11.20	33.40
Bluewater (4) Pump 2 Total Runtime	hours	138.50	184.80	52.50
Bluewater (5) Pump 1 Total Runtime	hours	0.00	8.60	0.00
Bluewater (5) Pump 2 Total Runtime	hours	67.40	48.50	0.00
Bluewater (6) Pump 1 Total Runtime	hours	11.40	12.50	11.00
Bluewater (6) Pump 2 Total Runtime	hours	271.10	320.40	59.20
Bluewater (7) Pump 1 Total Runtime	hours	6.70	6.80	5.80
Bluewater (7) Pump 2 Total Runtime	hours	6.30	5.90	5.20
Ginger Cove (1) Pump 1 Total Runtime	hours	109.40	45.50	37.41
Ginger Cove (1) Pump 2 Total Runtime	hours	107.50	126.10	32.61
Ginger Cove (2) Pump 1 Total Runtime	hours	0.00	0.00	27.90
Ginger Cove (2) Pump 2 Total Runtime	hours	25.70	21.20	68.10
Ginger Cove (3) Pump 1 Total Runtime	hours	116.50	45.30	51.40
Ginger Cove (3) Pump 2 Total Runtime	hours	0.00	0.00	29.80
Ginger Woods (1) Pump 1 Total Runtime	hours	3.30	2.30	2.50
Ginger Woods (1) Pump 2 Total Runtime	hours	3.40	2.50	2.50
Ginger Woods (2) Pump 1 Total Runtime	hours	22.20	19.50	11.19
Ginger Woods (2) Pump 2 Total Runtime	hours	0.00	0.00	11.19
Ginger Woods (3) Pump 1 Total Runtime	hours	52.50	42.10	48.00
Ginger Woods (3) Pump 2 Total Runtime	hours	51.70	43.30	48.00
Rainwater Pump 1 Total Runtime	hours	0.00	0.00	0.00
Rainwater Pump 2 Total Runtime	hours	0.00	0.00	0.00







Total Flow Valmont - In Gallons



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

July 14, 2022 Valley Public Library Board of Trustees Minutes

Call to Order: Board President Kyle Held called the meeting to order at 6:34pm.

Pledge of Allegiance: The pledge of allegiance was recited.

Roll Call: Trustees answering roll call: Kyle Held, Teresa Mejstrik, James Musson, and Moria Winters. Theresa Samson was absent. Library Director Sami Stewart was in attendance. T. Mejstrik had to leave right after approval of the prior minutes.

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 post office, City Hall, and the library bulletin board. 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, second by M. Winters. Yeas: Musson, Mejstrik, Winters, and Held. Nays: None. Motion carried 4-0. There were no consent agenda items which required approval.

Recognition of Visitors/Correspondence: Mike Modricin, from Omaha Astronomical Society, was present.

Public Comment: K. Held called for public comment. M. Modricin spoke with the board about the Library Telescope Program. Omaha Astronomical Society (OAS) is starting a library telescope program and has asked Valley to be the first library to participate. OAS wrote a grant on behalf of the library, and if we're selected we'll receive a free telescope to circulate. Board members present agreed to discuss the purchase of a telescope if the grant is unsuccessful.

Approval of Prior Meeting's Minutes: Motion to approve the minutes as presented was made by M. Winters, second by J. Musson. Yeas: Mejstrik, Musson, Mejstrik, and Held. Nays: None. Motion carried 4-0.

REPORTS

Board President: No official report.

Library Director: S. Stewart handed out a written document of the Librarian's Report which she went over verbally and answered questions from the Board.

Friends of the Library: No official report.

Foundation: No official report.

Old Business

Strategic Planning Update: Sami has sent a survey out via Facebook, and will also send out via email and have print copies available at the library. The strategic planning committee will meet in August, and

present the strategic plan to the board in September. The plan is due to the Library Commission in October.

New Business

Policy Review/Adoption: S. Stewart presented suggested changes to library policy, and went over them verbally with the board. J. Musson made a motion to update the policy as recommended. M. Winters seconded. Yeas: Musson, Winters, and Held. Nays: None. Motion was carried 3-0.

Short Takes for Trustees was tabled, as the board has finished all needed continuing education for this fiscal year!

Comments and Announcements by Board Members:

None.

Meeting Adjournment was announced by T. Samson at 6:53 p.m. Next meeting will be Thursday, March 5th at 7:38 p.m.

Respectfully submitted,

Sami Stewart, acting as Secretary

DAILY RECORDS**July 2022**

		This month	Last month	Last year
LIBRARY VISITS:				
	Adults	288	351	312
	Children	667	659	227
Computers	Adults	36	22	13
	Children	32	30	0
Fax/Copies		21	26	12

Reference transactions (indicate nature of question)

Locating Library Materials 24, Readers' Advisory 13, Account info and renewals 20 Technology Assistance 28, Local Info 15 General Info 110.

	Total	210	222	100
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PROGRAM ATTENDANCE:

	Adults	37	33	49
7/2 Knitting – 3; 7/9 Knitting – 7; 7/14 Board Meeting – 5; 7/16 Knitting – 6; 7/18 Book Club – 6; 7/23 Knitting – 6; 7/30 Knitting – 5				
	Teens	2	6	0
Drop-In Switch Gaming – 1; 7/14 Switch Club – 1				
	Children	474	396	121
Weekly Scavenger Hunts – 75; Weekly Crafts – 47; 7/1 LEGO Club – 11; 7/5 Craft Day – 5; 7/6 Read to a Dog (RTAD) – 9; 7/7 YMCA Outreach – 31; 7/8 LEGO Club – 15; 7/12 Craft Day – 3; 7/13 Dr Oxygen – 118; 7/14 YMCA Outreach – 28; 7/15 LEGO Club – 13; 7/19 Craft Day – 4; 7/20 RTAD – 7; 7/21 YMCA Outreach – 52; 7/22 LEGO Club – 10; 7/26 Craft Day – 2; 7/27 End of Summer Party – 37; 7/29 LEGO Club – 13				
	Pre-K	15	21	38
7/11 Storytime – 3; 7/18 Storytime – 10; 7/25 Storytime – 2				
	Total	528	456	208

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

Valley 10, other DC 2, Non DC 0

Total	12	12	6
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Volunteers/hours	0/0	0/0	0/0
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MATERIALS CHECKED OUT:

Adult	762	786	275
Children	1475	1342	576
Overdrive	266	224	227

Summer Reading Program 2022 Report

Valley Public Library

Participation

200 Number of people who participated in our SRP

25 Number of adults

31 Number of kids in Birth-PreK

127 Number of kids in K-5

17 Number of kids in 6-12

Programs

53 Total Summer Reading Programs June-July

510 Total Summer Reading Program Attendance

69 Total Make and Take Crafts

142 Participation in Weekly Scavenger Hunts

Programs included; K-9 Sonic Visit, Papio NRD Aquatic Animals, Dr. Oxygen Science and Bubble Show, Read & Play with DC West, Read to a Dog, and weekly storytimes, ocean craft days, Nintendo Switch gaming nights, and LEGO Clubs. In addition to formal programming, we also offered make and take crafts, scavenger hunts, a "Guess Who" wall, and other rotating activities that were accessible at all times.

Reading Incentives

Readers picked up their summer reading log at the library, and were given a free book just for signing up to participate. Books were donated by several community members.

Each child who completed their first reading log was given a treat cup with either a coupon for a free ice cream cone at Valley DQ, or a free cookie at Casey's. Children who completed a second reading log were given an ocean themed pop-it toy. Adults who finished their reading log were entered into a prize drawing for a gift card to Brew.

Concluding Remarks

We had a huge turnout this summer, and had tons of fun creating, learning, and exploring. We cannot wait to grow this program even further next summer, with "All Together Now" as our 2023 slogan.

Cheryl Eckerman

From: Valley City Office
Sent: Saturday, July 16, 2022 10:08 PM
To: Cindy Grove; Jim Kuester; Cheryl Eckerman
Subject: Council Agenda Request Bryce Feldhacker

Name: Bryce Feldhacker

Phone: 5312184599

Email Address: Bjfeldhacker23@gmail.com

Address: 112 N West Street

Agenda Item Description: I would like to discuss to the council about my eagle Scout project that is in the location of the city park and my plans of my project.

Requested Action: Na

Does this require an expenditure of funds: No

[View in List](#)

Cheryl Eckerman

From: Valley City Office
Sent: Thursday, August 4, 2022 1:19 PM
To: Cindy Grove; Jim Kuester; Cheryl Eckerman
Subject: Council Agenda Request Hackel Construction Inc.

Name: Hackel Construction Inc.

Phone: 308-728-1222

Email Address: info@hackelconstruction.com

Address: 47407 808th Rd. Ord, Nebraska 68862

Agenda Item Description: Current City Codes do not allow prefabricated metal buildings and steel panels to be used as exterior siding on a C-3 zoned property. Corporate Ace Hardware architectural design and building materials used in Nebraska and across the nation incorporate these particular building components.

Requested Action: We would like the City Council to take the necessary steps to approve the use of steel siding on the pre-engineered metal new Ace Hardware Retail Store as an option to current C-3 zoned properties with the understanding that all other zoning requirements, building codes and regulations are met.

Does this require an expenditure of funds: No

[View in List](#)



3D Visualization - View 1



3D Visualization - View 2

ACE HARDWARE - VALLEY, NE

EXTERIOR REMODEL - RENDERING VIEW

Document for Design Intent Only.

308.340.5943
ENGINEERING
INTERNATIONAL
P.O. Box 401
402 North Ave. Ste 203
McCook, NE 69001



Ace Hardware - Valley, NE

NEW CONSTRUCTION

August 4th, 2022



RESOLUTION 2022-41

WHEREAS, the City of Valley, Douglas County, Nebraska, proposes to enter into an Agreement with Eagle Engineering Services, LLC and

WHEREAS, based on said agreement Eagle Engineering Services, LLC. will provide General Engineering and Design Services for the Valley; and

WHEREAS, the Valley City Council in regular session on August 9, 2022, and reviewed said agreement;

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

DATED THIS 9th day of August, 2022.

CITY OF VALLEY, DOUGLAS
COUNTY, NEBRASKA

Cindy Grove, Mayor

Mike Stanzel, Council President

Bryon Ueckert, Council Member

Linda Lewis, Council Member

Chris TenEyck, Council Member

ATTEST:

Cheryl K. Eckerman, City Clerk

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**MASTER AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**



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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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MASTER AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Valley, Nebraska** (Owner) and **Eagle Engineering Group LLC** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **General Professional Engineering Services** (Project). Engineer's services under this Agreement (Services) are generally identified as attendance at City Council and Planning Commission meetings to provide guidance, expertise, or input or assistance with engineering items such as general consultation, studies, investigations, designs, bidding assistance, funding assistance in which the services are routine, and technical engineering services which do not require the preparation of detailed design plans, specifications, project manual or construction documents.

When directed by the Owner, the Engineer shall provide a detailed and specific engineering design services as described in this Agreement. Detailed and specific engineering design services shall be defined as preparation of design plans, specifications, project manual, construction documents, project representation, contract administration and other defined services which are required on the specific project.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall begin rendering services as of the Effective Date of the Agreement.
- B. Engineer shall complete its Services within a reasonable period of time and continuous progress of the project.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. If Owner authorizes changes in the scope, extent, or character of the Project(s), then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- E. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- F. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.0.
- E. Basis of Payment

1. Hourly Rates. Owner shall pay Engineer for Services as follows:
 - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the General Professional Engineering Services.
 - b. Engineer's Standard Hourly Rates are attached as Appendix 1.
 2. Lump Sum. Owner shall pay Engineer for Services on a Specific Project as outlined in Appendix 4.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment,

Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the State of Nebraska.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

- A. Successors and Assigns
 - 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any

Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments:

Appendix 1, Engineer's Standard Hourly Rates

Appendix 2, Reimbursable Expenses Schedule

Appendix 3, Insurance

Appendix 4, Specific Project

This Agreement's Effective Date is **July 5, 2022**.

Owner:

City of Valley, Nebraska

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name: Cindy Grove

(typed or printed)

Title: Mayor

(typed or printed)

Address for giving notices:

203 North Spruce

Valley, Nebraska 68064

Designated Representative:

Name: Jeremy Marshall

(typed or printed)

Title: City Administrator

(typed or printed)

Address:

204 North Spruce

Valley, Nebraska 68064

Phone: (402) 359-2251

Email: jmarshall@valleyne.org

Engineer:

Eagle Engineering Group LLC

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name: Gregory Perry, PE

(typed or printed)

Title: Managing Partner

(typed or printed)

Address for giving notices:

12100 West Center Road, Suite 803

Omaha, Nebraska 68144

Designated Representative:

Name: Gregory Perry, PE

(typed or printed)

Title: Principal

(typed or printed)

Address:

12100 West Center Road, Suite 803

Omaha, Nebraska 68144

Phone: (402) 399-0227

Email: gregp@eagleengineeringgroup.com

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Master Agreement between Owner and Engineer for Professional Services dated July 5, 2022.

ENGINEER'S STANDARD HOURLY RATES

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraph 4.01 and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Role	Hourly Rate
Project Manager	\$ 170
Senior Project Engineer	\$ 160
Project Engineer	\$ 140
Design Engineer II	\$ 125
Design Engineer I	\$ 115
Construction Manager	\$ 120
Project Representative	\$ 100
Clerical / Administrative	\$ 70

This is **Appendix 2, Reimbursable Expenses Schedule**, referred to in and part of the Master Agreement between Owner and Engineer for Professional Services dated July 5, 2022.

REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to an annual review and adjustment. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8.5"x11" BW Copies	\$ 0.10/page
8.5"x11" Color Copies	\$ 0.15/page
11"x17" BW Copies	\$ 0.20/page
11"x17" Color Copies	\$ 0.25/page
Copies of Drawings	\$ 0.32/sq. ft.
Mileage (auto)*	\$ 0.625/mile
Air Transportation	at cost
Laboratory Testing	at cost
Meals and Lodging	at cost

*Note: Mileage (auto) will be per the Federal IRS mileage reimbursement rate at the time of the expense.

This is **Appendix 3, Insurance**, referred to in and part of the Master Agreement between Owner and Engineer for Professional Services dated July 5, 2022.

INSURANCE

Engineer shall procure and maintain the following insurance during the performance of services under this agreement:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$500,000
Each employee	\$500,000
Policy limit	\$500,000
Commercial General Liability	
General Aggregate	\$1,000,000
Personal and Advertising Injury	\$2,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	N/A
Each Accident	N/A
Property Damage	
Each Accident	N/A
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Professional Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	N/A
General Aggregate	N/A
Other Insurance [Specify]	
Each Claim	N/A
General Aggregate	N/A

This is **Appendix 4, Specific Project**, referred to in and part of the Master Agreement between Owner and Engineer for Professional Services dated July 5, 2022.

SPECIFIC PROJECT

1.01 Title: _____

A. Scope of Work Description:

B. Schedule for Completion:

2.01 Compensation for Services —Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth as follows:

1. A Lump Sum amount of \$_____ based on the following estimated distribution of compensation:

a. Study and Report Phase	\$ _____
b. Topographic Survey Phase	\$ _____
c. Preliminary Design Engineering Phase	\$ _____
d. Final Design Engineering Phase	\$ _____
e. Bidding and Negotiating Phase	\$ _____
f. Construction Contract Administration Phase	\$ _____
g. Construction Project Representative Phase	\$ _____
h. Post-Construction / Project Closeout Phase	\$ _____

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but compensation will not exceed the total Lump Sum amount unless approved in writing by the Owner.

The Effective Date of this Specific Project is _____.

Owner:

City of Valley, Nebraska

(name of organization)

By:

(authorized individual's signature)

Name: Jeremy Marshall

(typed or printed)

Title: City Administrator

Engineer:

Eagle Engineering Group LLC

(name of organization)

By:

(authorized individual's signature)

Name: Gregory Perry, PE

(typed or printed)

Title: Managing Partner

RESOLUTION NO. 2022-42

WHEREAS, First Nebraska Bank has issued a Business Credit Card to the City of Valley and;

WHEREAS, the City of Valley has requested a \$15,000 credit limit on said account;

NOW, THEREFORE, BE IT RESOLVED, that the Valley City Council authorizes a \$15,000 credit limit on said account.

PASSED AND APPROVED this 9th day of August, 2022

CITY OF VALLEY,
DOUGLAS COUNTY NEBRASKA

Cindy Grove, Mayor

Mike Stanzel, Council President

Bryon Ueckert, Council Member

Linda Lewis, Council Member

Chris TenEyck, Council Member

ATTEST:

Cheryl K. Eckerman, City Clerk

RESOLUTION NO. 2022-43

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

WHEREAS, pursuant to Section 6-325 of the Valley Municipal Code, the City of Valley has caused certain repairs to be completed on the private sewer line located at 320 N. West Street, Valley, Nebraska; and

WHEREAS, prior to the City of Valley causing such repairs to be completed on the private sewer line located at 320 N. West Street, Valley, Nebraska, all required notices were sent pursuant to Section 6-325 of the Valley Municipal Code; copies of said notices are attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, the repairs were completed by Anderson Plumbing, Inc. at a cost of \$2,850.00; a copy of said Invoice is attached hereto as Exhibit "B" and incorporated herein by this reference; and

WHEREAS, pursuant to Section 6-325 of the Valley Municipal Code, the City may assess the cost of said repairs against the property served by such private line.

NOW THEREFORE BE IT RESOLVED by the Mayor and the City Council of the City of Valley, Nebraska that a lien be assessed against the following property in the amount set forth below:

PROPERTY LEGAL DESCRIPTION:	ADDRESS:	OWNER:	AMOUNT OF LIEN:
The South 55 feet of the north 109 feet of the West 99 feet of Tax Lot #2, Section 36, Township 16 North, Range 9, and the 39 feet of Tax Lot #3 in said section adjoining on the west, in Douglas County, Nebraska, more particularly described as follows: Beginning at a point 412 feet south and 33 feet west of the northeast corner of the southeast quarter of the northeast quarter of said Section 35, Township 16 North, Range 9, thence south 55 feet, thence east 132 feet, thence north 55 feet to the point of beginning	320 N. West Street Valley, Nebraska	LYNN E. YOUNG and CONNIE L. YOUNG	\$2,850.00

AND BE IT FURTHER RESOLVED that Cindy Grove, Mayor of the City of Valley, Nebraska, is hereby authorized and directed to execute the Notice of Lien attached hereto as Exhibit "C" and incorporated herein by this reference, to record such Notice of Lien in the Records of Douglas County, Nebraska and to notify all interested parties of such lien.

PASSED AND APPROVED this 9th day of August, 2022.

CITY OF VALLEY, DOUGLAS
COUNTY, NEBRASKA

Cindy Grove, Mayor

Mike Stanzel, Council President

Linda Lewis, Council Member

Bryon Ueckert, Council Member

Chris TenEyck, Council Member

ATTEST:

Cheryl K. Eckerman, City Clerk

Upon Recording, Please Return To:
Farnham & Griffin, PC, LLO
220 N. 89th Street, Suite 201
Omaha, NE 68114

NOTICE OF LIEN

WHEREAS, pursuant to Section 6-325 of the Valley Municipal Code, the City of Valley has caused certain repairs to be completed on the private sewer line located at 320 N. West Street, Valley, Nebraska; and

WHEREAS, prior to the City of Valley causing such repairs to be completed on the private sewer line located at 320 N. West Street, Valley, Nebraska, all required notices were sent pursuant to Section 6-325 of the Valley Municipal Code; and

WHEREAS, the repairs were completed by Anderson Plumbing, Inc. at a cost of \$2,850.00; and

WHEREAS, pursuant to Section 6-325 of the Valley Municipal Code, the City may assess the cost of said repairs against the property served by such private line.

NOW THEREFORE, PURSUANT TO SECTION 6-325 OF THE VALLEY MUNICIPAL CODE, a lien is hereby assessed against the following property in the following amount:

PROPERTY LEGAL DESCRIPTION:	ADDRESS:	OWNER:	AMOUNT OF LIEN:
The South 55 feet of the north 109 feet of the West 99 feet of Tax Lot #2, Section 36, Township 16 North, Range 9, and the 39 feet of Tax Lot #3 in said section adjoining on the west, in Douglas County, Nebraska, more particularly described as follows: Beginning at a point 412 feet south and 33 feet west of the northeast corner of the southeast quarter of the northeast quarter of said Section 35, Township 16 North, Range 9, thence south 55 feet, thence east 132 feet, thence north 55 feet to the point of beginning	320 N. West Street Valley, Nebraska	LYNN E. YOUNG and CONNIE L. YOUNG	\$2,850.00

DATED THIS 9th day of August, 2022.

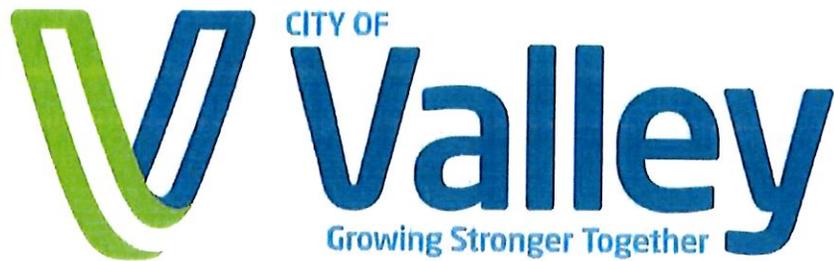
CITY OF VALLEY, DOUGLAS
COUNTY, NEBRASKA

By: _____
Cindy Grove, Mayor

STATE OF NEBRASKA)
)SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on August ____, 2022 by Cindy Grove, Mayor of the City of Valley, Nebraska, for and on behalf of the City of Valley, Nebraska.

Notary Public



10/22/2021

Connie L. Young
320 N. West St.
Valley, NE 68064

Subject: Repair and/or Replacement of Sewer lines at 320 N. West St., Valley, NE 68064

Mrs. Young,

It has been brought to the attention of the City that there is damage to your sewer line that connects to the public sewers and/or drains.

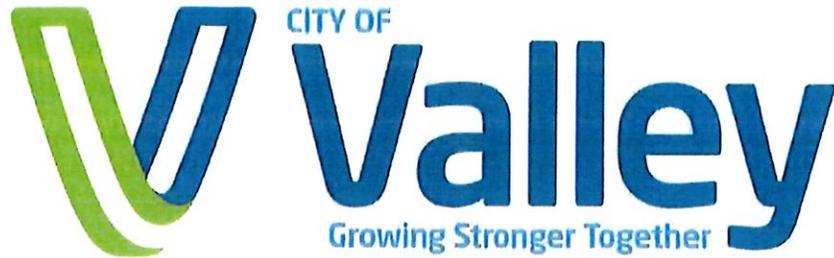
The City of Valley requires the property owner to, "repair or replace any connection line which serves the owner's property and is broken, clogged or otherwise in need of repair or replacement." If you are unable or unwilling to take corrective action regarding this issue within 30 days of this notification, the City can intervene. City ordinance 6-325 states, "If within 30 days of mailing such notice the property owner fails or neglects to cause such repairs or replacements to be made, the City may cause such work to be done and assess the cost upon the property served by such connection."

Our City Ordinances also outline the restrictions on "Solid Waste Disposal" and the use of, "Private Sewage Disposal Systems:", which includes personal use outhouses. If the use of a "Private Sewage Disposal System" is necessary, it must meet all the requirements outlined in our City Ordinances.

Thank you for your attention to this matter and please don't hesitate to reach out to us, should you have any questions regarding this notice.

Thank you,

Jim Kuester
City Administrator, City of Valley
jkuester@valleyne.org



11/24/2021

Connie L. Young
PO Box 153
Valley, NE 68064

Subject: Repair and/or Replacement of Sewer lines, improper use of Private Sewage Disposal Systems at 320 N. West St., Valley, NE 68064

Mrs. Young,

The city wanted to follow up with you about the above subject, which we brought to your attention in our first letter dated 10-22-21. It appears that your sewer line that connects to the public sewers and/or drains has not been fixed to code and that a personal use outhouse is still in use.

The City of Valley requires the property owner to, "repair or replace any connection line which serves the owner's property and is broken, clogged or otherwise in need of repair or replacement." The City now needs to intervene. City ordinance 6-325 states, "If within 30 days of mailing such notice the property owner fails or neglects to cause such repairs or replacements to be made, the City may cause such work to be done and assess the cost upon the property served by such connection." Since it appears this has not been fixed the City will have a contractor out to start investigating what and how to remedy the situation.

Our City Ordinances also outline the restrictions on "Solid Waste Disposal" and the use of, "Private Sewage Disposal Systems:", which includes personal use outhouses. If the use of a "Private Sewage Disposal System" is necessary, it must meet all the requirements outlined in our City Ordinances.

Thank you for your attention to this matter and please don't hesitate to reach out to us, should you have any questions regarding this notice.

Thank you,

Jim Kuester
City Administrator, City of Valley
jkuester@valleyne.org

Andersen Plumbing, Inc.

849 N 252nd St
 Waterloo, NE 68069

Invoice

Date	Invoice #
1/5/22	13374

Bill To

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



P.O. No.	Terms	Due Date	Account #	Project
	Net 30	2/4/22		
Description		Qty	Rate	Amount
Replaced 18 feet of 4" SDR sewer pipe at 320 N West St EMAILED again 4/18/22		1	2,850.00	2,850.00

Total	\$2,850.00
Payments/Credits	\$0.00
Balance Due	\$2,850.00

Phone #
402-359-4976

E-mail
Andersen_Plumbing@Yahoo.com

Cheryl Eckerman

From: Andrea Griffin <Andrea@farnhamgriffin.com>
Sent: Tuesday, July 19, 2022 11:44 AM
To: Jeremy Marshall; Jeff Farnham
Cc: Cheryl Eckerman; Cindy Grove
Subject: RE: Connie Young Property
Attachments: Exhibit A.pdf; Exhibit B.pdf; resolution-young-lien.071922.docx; Exhibit C - Notice of Lien.pdf

EXTERNAL EMAIL

Good Morning,

Please see Jim's note below and the attached Resolution/Exhibits for the August City Council meeting. Please let me know if you have any questions whatsoever.

Best,
Andrea

Andréa M. Griffin
Attorney | Farnham & Griffin, P.C., L.L.O.

-----Original Message-----

From: Jim Kuester <jkuester@valleyne.org>
Sent: Thursday, June 2, 2022 10:43 AM
To: Jeff Farnham <jbf@farnhamgriffin.com>; Andrea Griffin <Andrea@farnhamgriffin.com>
Cc: Cheryl Eckerman <ceckerman@valleyne.org>; Cindy Grove <mayor@valleyne.org>
Subject: RE: Connie Young Propert

Here is the invoice and the notifications we sent to Connie.

Jim Kuester
City Administrator
City of Valley
(402) 359-2251, ext. 304
jkuester@valleyne.org

-----Original Message-----

From: Jeff Farnham <jbf@farnhamgriffin.com>
Sent: Wednesday, May 18, 2022 9:49 AM
To: Jim Kuester <jkuester@valleyne.org>
Cc: Cheryl Eckerman <ceckerman@valleyne.org>; Andrea Griffin <Andrea@farnhamgriffin.com>
Subject: RE: Connie Young Propert

EXTERNAL EMAIL

RECEIVED
JUL 07 2022
BY: _____

CITY OF VALLEY
VALLEY PLANNING COMMISSION

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

June 21, 2022

Valley City Hall

4:30pm

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

Members absent: None

City Representatives Present: Mayor Cindy Grove, City Clerk Cheryl Eckerman, Building Inspector Jeroen (Rune) Van Den Boogart, City Attorneys Jeff Farnham and Andrea Griffin, and City Engineers Jim Olmsted and Greg Perry

Also present were numerous private citizens.

Item 1: CALL TO ORDER

Item 2: PROOF OF PUBLICATION

PUBLIC HEARINGS

Mark Hunzeker speaking for Hampton Development Services asking the Valley Planning Commission to Amend the Future Use Map and Rezone the area SW of Hwy 275 and east of 276th St. These changes would change TA (Transition Ag) to R-3 Lakefront residential and C-3 Highway Commercial

Hunzeker indicated that Phase 1 of this development would start as soon as possible. The 24 Townhomes are planned to be in the 2023 Spring Parade of Homes. This would be a No Wake Lake and a No Dock Lake also the Hampton group will seed the open grounds to limit the amount of dust produced.

Jeff Farnam spoke to the Commission and stressed that the lake must be finished before building permits will be issued and the Hampton group has agreed to this. Also, a subdivision agreement must also to signed and the Hampton group have also agreed to this.

Farnam also stated that NO Final Plat beyond Phase 1 will be issued until commercial zoning is finalized. The Commission also expressed concern regarding the increase in traffic to this area and the need for a traffic study.

John Coolidge and engineer for the Hampton Group stated that they are committed to completing a traffic study.

Jeff Allen, Valley Resident who has farmed this area for 25 plus years expressed concern regarding drainage due to a slow drop, security concerns in the now open lake area and dust from the open ground. Coolidge will address the security concern around the lake.

Greg Perry, City of Valley Engineer stated that the open lake would store a majority of the rain water. It has also been discussed about being able to regulate the lake level with a overflow valve. This lake is tied to the water ditch that flows to the YMCA. Water flow is always an issue and will be monitored.

Item 3.A Amendment of Future Land Use Map-SW of Hwy 275 and east of 276th St. (Still Water Lake)

It was Moved by Bottger to eliminate the designation of Highway Commercial for all areas on the proposed Preliminary Plat for the Still Water Lake Subdivision, except for Lots 151, 203, 202,244, 302, 303, 1, 2, and 340 through 364, and to substitute the designation of Medium Density Residential for such areas.

To Retain the designation of Highway Commercial for Lots 151, 203, 202, 244, 302, 303 1,2 and 340 through 363 of the Still Water Subdivision, as such lots are shown on the attached proposed Preliminary Plat.

Second by Lathrop

After discussion, Chairman Bottger called for a voice vote, as follows:

Kava Yes, Foutch Yes, Prorok Yes, Lathrop Yes, Bottger Yes, Burke Yes, Conrey No, Sundae Yes, Tomanek No

Motion Carried 7-2

Item 3.B Preliminary Plat Still Water Lake

It was Moved by Bottger to approve the revised Preliminary Plat for the Still Water Lake Subdivision, submitted by Hampton Development Services, subject to the condition that no Final Plat shall be approved for Phases Two, Three or Four until the City and Hampton Development Services have agreed on the uses, the conditions and restrictions governing such uses, and the appropriate zoning classification for Lots 340 through 363

Second by Foutch

After discussion, Chairman Bottger called for a voice vote, as follows:

Kava Yes, Foutch Yes, Prorok Yes, Lathrop Yes, Bottger Yes Burke Yes, Conrey No, Sundae Yes, Tomanek Yes

Motion Carried 8-1

Item 3.C Rezoning Still Water Lake-From TA (Transitional Ag) to R-3 Lakefront Residential and C-3 Highway Business

It was moved by Botter to recommend approval of the rezoning of certain Lots and areas on the proposed Preliminary Plat of the Still Water Lake Subdivision, as follows

1. Lots 1-364 excluding Lots 151, 203, 202, 244, 302, 302, 1, 2, and 340 through 364 and Outlots A thru I shall be rezoned from C-3 to Highway Commercial District to R-3 Lakefront Residential District.

Second by Lathrop

After discussion, Chairman Bottger called for a voice vote, as follows:

Kava Yes, Foutch Yes, Prorok Yes, Lathrop Yes, Bottger Yes, Burke Yes, Conrey No, Sundae Yes, Tomanek No

Motion carried 7-2

Item 3.D Conditional Use Permit-28407 W. Maple Road-RV Park

PUBLIC COMMENTS-PROPONENTS

Brad Brown the developer of Platte River Resort LLC presented to the Planning Commission a Preliminary Site Plan designed by TD2 engineering and surveying that consisted of 275 RV pads. He also presented printed documents ¹ of the Platte River Resort Mission Statement, Site Improvements, Property Amenities, Rules and Regulations. Brad also presented a short video of his plans for the RV park.

Brad plans to charge a membership fee of \$1,000 dollars per month starting on April 1st of each year and running thru Oct. 1st. He will also require a \$4,000 dollar deposit for each RV pad site.

Kyle Anderson with Felsburg, Holt and Ullevig (FHU) completed a traffic impact analysis² for the Platte River Resort. Anderson said the study emphasized the intersections of 270th and Maple and 264th and Maple. Both intersections received a level of A indicating free flow of traffic. The entrance into the RV park also received a level A grade. Anderson's study indicated that NO improvements would be needed to the park and NO new stops signs would be required.

Terry Luthy II, Fire Chief for the City of Valley was asked by Brad Brown to tour the proposed site with Brad. Valley Fire would have 24 access to the area with the use of a "Knox Box" key system. Luthy also would like to see some type of tornado shelter, boat access for the department and a "Red Flag" warning system to prohibit campfires during high wind and hot and

¹ A copy of this document is on file at Valley City Hall

² A copy of this draft is on file at Valley City Hall

dry weather. Luthy presented a summary³ of his visit to the Planning Commission, he also stated that the current roads could handle the weight of fire trucks.

PUBLIC COMMENTS-OPPONENTS

Jeff Farnam, City of Valley Attorney began his talk with a large number of petitions, letters and emails to his office and the City of Valley all expressing opposition to the proposed RV park. At the time of the meeting Jeff had 658 items of opposition⁴, 165 from Valley, 164 from Omaha, 114 from Waterloo and numerous other communities, showing a broad base against the park.

City of Valley building inspector Rune van den Boogart spoke to the commission. He noted that RV parks are allowed as a conditional use in Transitional Agriculture (TA) per the City of Valley Zoning ordinances. He also noted that in Sec. 6.07 of the Valley Zoning ordinances it states “The establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, moral, comfort or general welfare of the community.” Rune also noted that the area proposed for the RV park is considered a Floodway. In the Valley Zoning Ordinances 5.21 “Limiting Development in the Most Hazardous Areas of the Floodplain” it states that Floodways will generally flood more frequently than the other parts of the flood plain. Rune also presented to the Commission water level data from the Platte River at Leshara. He summarized⁵ between Oct. 2009 to July 15, 2022 that the Platte River has exceeded action stage 7 times and exceeded minor flood stage 2 times. In 12 summers, the resort would have had to be evacuated 9 times if evacuating at “Action Stage”, if evacuating at “minor flood stage” 2 times.

Rune also quoted a Nov. 2019 FEMA report stating “Floodways pose a threat to public safety and are best avoided.”

John Winkler, General Manager of the Papio Missouri River Natural Resources District spoke next. He stated that the NRD staff and personnel from the City of Valley have been in regular communication on the numerous permitting and public health and safety issues related to the proposed RV park. A summary⁶ of the NRD concerns were presented to the Commission. Winkler was asked by the Commission what the worst-case scenario would be if the RV park was flooded before the park was fully evacuated, he stated that Motorhomes and Trailers would become floating missiles down the Platte River. This would make it difficult for First Responders to navigate as well as rescue anyone still in a trailer or motorhome. He also stated that most floods occur within hours of a flood warning. Mr. Winkler notes that the NRD discourages any development in the floodway.

Jim Olmsted of Olmsted and Perry Consulting Engineers, City of Valley Engineer, submitted a letter⁷ to the Commission addressing several concerns. The resort being in a floodway, water

³ A copy of this summary is on file at the Valley City Hall

⁴ A complete list of these letters and petitions are on file at the Valley City Hall

⁵ This data is on file at the Valley City Hall

⁶ A copy of the NRD comments are on file at the Valley City Hall

⁷ Olmsted and Perry letter is on file at Valley City Hall

and sewer service, NRD concerns, U.S. Army Corps of Engineers requirements for permitting and restrictions. He also stated that there may be a need for a Civil Defense Siren that would have to be approved by Douglas County.

Jeff Farnam spoke again to the commission and stated that this RV park will need to be treated like a Residential Development with many items still needing to be addressed, with a subdivision agreement being near the top of that list.

**THE REMAINDER OF THE MEETING WAS OPEN NOW TO AUDIANCE MEMBERS
FOR PUBLIC COMMENT**

Bill Kutilek, Attorney for the Sokal Camp Association spoke to the Commission. He gave a brief history of Sokal Camp and presented a letter⁸ with major concerns regarding the development of this park that include environmental, traffic, zoning and density issues and air boat noise.

James Lang, Attorney representing Waterloo Preserve LLC spoke to the Commission. He had submitted a letter⁹ detailing a wide range of issues against the proposed RV park. Those issues range from the RV park not fulfilling City of Valley Zoning Ordinances, lack of details in individual pad sites, well and utility hook-ups, lighting requirements and restrictions, concerns with US Army Corp of Engineers Section 404 and 408 permits, and numerous other items.

Martin Pelstra, Attorney for CL Werner spoke in opposition to the RV park. His concerns were airboat noise, security on the Werner property and traffic on established levees. He recommended denial of the Conditional Use Permit.

Christian Williams, Attorney for the Curtis Acres Home Owners Association brought up 2 points in opposition to the RV park. The first was there are active Eagles Nests in the area, because Eagles are Federally Protected at the minimum an environmental study needs to be conducted to gauge the RV park's impact on nesting. The other point was that since the RV Park is in a Floodway on a Floodplain and in direct opposition to FEMA guide lines, he stated there is president that this could increase Federal Flood Insurance premiums for the area.

Dennis Koley, Attorney for Rich and Mary Tesar, year-round residence of Sokal Camp, expressed concern for traffic issues and air boat noise. He basically agreed with all the points that the previous 4 attorneys have brought to the Planning Commission.

Mary Tesar asked to speak next and showed the Planning Commission a visual representation of the number of residences in Sokal Camp now with a cheese ball in a jar (56). She then showed a jar of (275) cheese balls that would represent the planned RV park. Mary was asked by the Commission if airboats are allowed in Sokol Camp and how many are there now. She stated that there are 3 airboats, only one works and no one in the camp likes the airboats. The audience agreed.

⁸ Letter from Kutilek and the Sokal Camp Association is on file at the Valley City Hall

⁹ Letter from Lang Law representing Waterloo Preserve is on file at the Valley City Hall

James Wurtz spoke next, he lives on the first property down river from the proposed RV park. His main concerns were trash coming onto his ground and a trespassing issue. He urged the Commission to not grant the Conditional Use Permit.

Deann Winter, from Waterloo spoke for the granting of the Conditional Use Permit. She is an RV owner and would support this park.

Lisa Masters, a Sokol Camp Residence spoke against the Permit. She felt that the RV park would not help Valley Businesses and that the residences of the RV Park would not support Valley. She also felt that the airboat noise issue would be a big problem for the area.

Tyler Curtis, a Valley Resident spoke for the RV Park. He has worked with Brad Brown and feels that Brad will be able to correct any of the issues that have been brought up in this meeting.

Mike Sedgshlage, a resident of Blue Water and a retired Civil Engineer spoke next. He stated that he does own a large Class A Motorhome, his motorhome insurance policy will not cover his vehicle if it is parked in a Floodway

Janet Raddish was the last audience member¹⁰ to speak. She is a 3rd generation lot owner at Sokol Camp. Her main concern was losing the tranquility that her family enjoys now at the camp and RV traffic on dike berms, weakening the protection from flooding.

Chairman Bottger gave Brad Brown an opportunity to respond to all the opposition that his RV Park has received.

Brad disputed what John Winkler, from the Papio Missouri NRD, ¹¹had stated regarding a flood would turn motorhomes and trailers into missiles down the Platte River. He also stated flooding occurs in the spring and not in the summer. He feels he can correct or control any concerns that have been brought against his plan.

Chairman Bottger asked the audience for any further comments. There were none.

Chairman Bottger then made the follow motion:

I move as follows:

1. That the Valley Planning Commission recommend denial of the Application for a Conditional Use Permit submitted by Platte River Resort, LLC and Reynold and Kathryn Hochstein, for the operation of an RV Park/Resort on approximately 91.82 Acres located in Section 12, Township 15 North, Range 9 East of the 6th P.M. Douglas County, Nebraska; and

2. That the Valley Planning Commission provide the following findings of fact for its decision to recommend denial:

- A. The property on which the Conditional Use Permit is sought (the "CUP Property) is in the Floodway

¹⁰ A complete list of the people who spoke to the Planning Commission and their addresses is on file at the Valley City Hall.

¹¹

B. The Application states that the density of RV pads will be 3.1 per acre

C. The Future Land Use Map shows the CUP Property in the "Platte River Corridor"-The Comprehensive Development Plan (page 87) states "Residential densities within this land use category should be no more than two dwelling units per quarter section"

D. The CUP property is located within the Floodway Overlay District (Section 5.21.09) Permitted uses all have open spaces in common-new structures for human habitation are prohibited

E. The Property adjacent and contiguous to the east of the CUP Property is shown as a "Low Density Residential" on the Future Land Use Map. The Comprehensive Development Plan (page 81) states "Residential densities within this land use category should be approximately one dwelling unit per every two to three acres"

F. One ingress/egress point from the CUP Property is not adequate for flood or other emergency evacuation.

G. The area around the CUP Property consists of undeveloped areas which are presently farmed or used for recreation. If these areas are developed in the future, they will be lakes where the fill is used to raise the elevation above the 100-year flood elevation.

H. New residential development in the Valley area has been around lakes which have been mined and the material mined is used as fill to raise the elevation above the 100-year flood elevation.

I. Home prices on the lakes in and around Valley range from approximately \$500,000.00 into the millions of dollars.

J. The proposed conditional use is not consistent with either the present use of the surrounding area or the possible future use as lakeside residential.

K. The Applicant has stated that there will be around 20 airboats used in connection with the requested conditional use; the exact number is undetermined. Airboat noise is objectionable due to volume

Motion was seconded by Tomanek

After discussion, Chairman Botter called for a voice vote, as follows:

Kava NO, Foutch YES, Prorok Abstain, Lathrop YES, Bottger YES, Burke YES, Conrey YES, Sunde NO, Tomanek YES

Motion to deny Conditional Use Permit passes 6-2-1

ITEM 4 ADJOURNMENT

Motion to Adjourn

Moved by Prorok

Second by Tomanek

Motion carried.

A handwritten signature in cursive script, appearing to read "Joe Lathrop".

Joe Lathrop

Secretary

RESOLUTION NO. 2022 – 44

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

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

WHEREAS, the sum of Seventy-eight thousand six-hundred twenty-six dollars & 95/100 (\$78,626.95), is due to Vrba Construction pursuant to Application for Payment No. 11, as submitted by Olmsted & Perry Consulting Engineers, Engineers for the City of Valley; and

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

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

1. Union Bank & Trust is hereby authorized and directed to disburse to Vrba Construction the sum of Seventy-eight thousand six-hundred twenty-six dollars & 95/100 (\$78,626.95) as payment due pursuant to Application for Payment No. 11 dated July 29, 2022 for Flatwater Lake Phase 3 Rebid - Utility Extensions.

PASSED AND APPROVED THIS 9th DAY OF August, 2022

CITY OF VALLEY,
DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

Mike Stanzel, Council President

Bryon Ueckert, Council Member

Linda Lewis, Council Member

Chris TenEyck, Council Member

ATTEST:

Cheryl Eckerman, City Clerk

Contractor's Application for Payment No.

11

Application Period: 8/3/2022		Application Date: 7/29/2022	
To Owner: City of Valley, Nebraska	From Contractor: Vrba Construction, Inc.	Via (Engineer): OLMSTED & PERRY CONSULTING ENGINEERS INC.	
Project: Flat Water Improvements - Phase 3 Rebid (Sanitary Sewer, Storm Sewer and Water Main)	Contract: Flat Water Improvements - Phase 3 Rebid (Sanitary Sewer, Storm Sewer and Water Main), Valley, Nebraska		
Owner's Contract No.: 1	Contractor's Project No.: 1	Engineer's Project No.:	19062-01

CHANGE ORDER SUMMARY		
Number	Additions	Deductions
1	\$56,668.37	
2	\$65,717.20	
3	\$194,277.18	
TOTALS	\$316,662.75	\$0.00
NET CHANGE BY CHANGE ORDERS	\$316,662.75	

1. ORIGINAL CONTRACT PRICE	\$ 1,255,876.25
2. Net change by Change Orders	\$ 316,662.75
3. Current Contract Price (Line 1 ± 2)	\$ 1,572,539.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	\$1,572,539.00
5. RETAINAGE:	
a. 0% X \$1,572,539.00 Work Completed	\$ -
b. 0% X \$0.00 Stored Material	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ -
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$ 1,572,539.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 1,493,912.05
8. AMOUNT DUE THIS APPLICATION	\$ 78,626.95
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	\$ -

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: Joe Vrba Date: 07/29/2022

Payment of: \$78,626.95

is recommended by:
(Engineer) James J. Olmsted, P.E. 8/3/2022 (Date)

is approved by:
(Owner) City of Valley 8/9/2022 (Date)

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

Progress Estimate - Unit Price Work

Contractor's Application

For Flat Water Improvements - Phase 3 Rebid (Sanitary Sewer, Storm Sewer and Water Main), Valley, Nebraska (Contract):								Application Number: 11			
Application Period: 8/3/2022								Application Date: 7/29/2022			
A					B	C	D	E	F		G
Bid Item No.	Description	Item Quantity	Unit	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
1	SITE PREPARATION / MOBILIZATION	1.00	LS	\$5,000.00	\$5,000.00	1.00	\$5,000.00		\$5,000.00	100.0%	\$0.00
2	CONSTRUCT 8"DIA. PVC SDR 35 SANITARY SEWER PIPE	1,545.50	LF	\$31.50	\$48,683.25	1,545.50	\$48,683.25		\$48,683.25	100.0%	\$0.00
3	CONSTRUCT 6"DIA. PVC SDR 26 SANITARY SEWER SERVICE	2,392.00	LF	\$29.25	\$69,966.00	2,392.00	\$69,966.00		\$69,966.00	100.0%	\$0.00
4	CLOSED-CIRCUIT TELEVISION (CCTV) INSPECTION	1,545.50	LF	\$1.50	\$2,318.25	1,545.50	\$2,318.25		\$2,318.25	100.0%	\$0.00
5	CONSTRUCT 8" x 6" TEE BRANCH	37.00	EA	\$109.85	\$4,064.45	37.00	\$4,064.45		\$4,064.45	100.0%	\$0.00
6	CONSTRUCT 6"DIA. 45 DEG FOR SERVICE	32.00	EA	\$71.75	\$2,296.00	32.00	\$2,296.00		\$2,296.00	100.0%	\$0.00
7	CONSTRUCT CLEANOUT	3.00	EA	\$401.75	\$1,205.25	3.00	\$1,205.25		\$1,205.25	100.0%	\$0.00
8	CONSTRUCT 54" I.D. SANITARY SEWER MANHOLE INCL. LINER/COATING	85.70	VF	\$710.00	\$60,847.00	85.70	\$60,847.00		\$60,847.00	100.0%	\$0.00
9	CONSTRUCT GRINDER PUMPING STATION, COMPLETE	1.00	LS	\$160,000.00	\$160,000.00	1.00	\$160,000.00		\$160,000.00	100.0%	\$0.00
10	CONSTRUCT TRANSFORMER PAD FOR SEWAGE PUMPING STATION	1.00	EA	\$2,000.00	\$2,000.00	1.00	\$2,000.00		\$2,000.00	100.0%	\$0.00
11	CONSTRUCT 3"DIA. HDPE FORCE MAIN	505.00	LF	\$17.25	\$8,711.25	505.00	\$8,711.25		\$8,711.25	100.0%	\$0.00
12	DIRECTIONAL BORING FOR 3"DIA. FORCE MAIN	340.00	LF	\$134.25	\$45,645.00	340.00	\$45,645.00		\$45,645.00	100.0%	\$0.00
13	INSTALL 3"DIA. 45 DEG BEND & BLOCK	3.00	EA	\$192.00	\$576.00	3.00	\$576.00		\$576.00	100.0%	\$0.00
14	INSTALL TRACER WIRE	505.00	LF	\$0.25	\$126.25	505.00	\$126.25		\$126.25	100.0%	\$0.00
15	DEWATERING - SANITARY SEWER	1,140.00	LF	\$95.00	\$108,300.00	1,140.00	\$108,300.00		\$108,300.00	100.0%	\$0.00
16	DEWATERING - LIFT STATION	1.00	EA	\$30,000.00	\$30,000.00	1.00	\$30,000.00		\$30,000.00	100.0%	\$0.00

Progress Estimate - Unit Price Work

Contractor's Application

For Flat Water Improvements - Phase 3 Rebid (Sanitary Sewer, Storm Sewer and Water Main), Valley, Nebraska (Contract):								Application Number: 11			
Application Period: 8/3/2022								Application Date: 7/29/2022			
A					B	C	D	E	F		G
Bid Item No.	Description	Item Quantity	Unit	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
17	CONNECT TO EXG. FORCE MAIN	1.00	EA	\$462.00	\$462.00	1.00	\$462.00		\$462.00	100.0%	\$0.00
18	CONNECT TO EXG. 16"DIA. FORCE MAIN W/ 16x8" TAPPING SLEEVE & 8"DIA. VALVE	1.00	EA	\$4,630.00	\$4,630.00	1.00	\$4,630.00		\$4,630.00	100.0%	\$0.00
19	CONSTRUCT 8"DIA. CHECK VALVE AND 84"DIA. FLATTOP MANHOLE	1.00	EA	\$14,000.00	\$14,000.00	1.00	\$14,000.00		\$14,000.00	100.0%	\$0.00
20	INSTALL 8"DIA. MJ 45 DEG BEND & BLOCK	4.00	EA	\$423.75	\$1,695.00	4.00	\$1,695.00		\$1,695.00	100.0%	\$0.00
21	BORE & JACK 16"DIA. STEEL CASING FOR 8"DIA. FORCE MAIN	146.50	LF	\$932.75	\$136,647.88	146.50	\$136,647.88		\$136,647.88	100.0%	\$0.00
22	CONSTRUCT 8"DIA. DIP CL 350 FORCE MAIN	295.00	LF	\$48.75	\$14,381.25	295.00	\$14,381.25		\$14,381.25	100.0%	\$0.00
23	CONNECT TO EXG. 8"DIA. FORCE MAIN W/ 8x8" TAPPING SLEEVE & 8"DIA. VALVE	1.00	EA	\$3,789.75	\$3,789.75	1.00	\$3,789.75		\$3,789.75	100.0%	\$0.00
24	CONSTRUCT 8"DIA. CHECK VALVE AND 72"DIA. FLATTOP MANHOLE	1.00	EA	\$13,937.25	\$13,937.25	1.00	\$13,937.25		\$13,937.25	100.0%	\$0.00
25	CONSTRUCT 15" R.C.P., CLASS III STORM SEWER	341.00	LF	\$40.80	\$13,912.80	341.00	\$13,912.80		\$13,912.80	100.0%	\$0.00
26	CONSTRUCT 18" R.C.P., CLASS III STORM SEWER	162.50	LF	\$41.65	\$6,768.13	162.50	\$6,768.13		\$6,768.13	100.0%	\$0.00
27	CONSTRUCT 15" R.C. FLARED END SECTION	1.00	EA	\$581.25	\$581.25	1.00	\$581.25		\$581.25	100.0%	\$0.00
28	CONSTRUCT 18" R.C. FLARED END SECTION	2.00	EA	\$640.00	\$1,280.00	2.00	\$1,280.00		\$1,280.00	100.0%	\$0.00
29	STAKING ALLOWANCE	1.00	ALW	\$6,900.00	\$6,900.00	1.00	\$6,900.00		\$6,900.00	100.0%	\$0.00
30	TESTING ALLOWANCE	1.00	ALW	\$5,100.00	\$5,100.00	1.00	\$5,100.00		\$5,100.00	100.0%	\$0.00
31	SITE PREPARATION / MOBILIZATION	1.00	LS	\$7,500.00	\$7,500.00	1.00	\$7,500.00		\$7,500.00	100.0%	\$0.00
32	CONSTRUCT 6"DIA. D.I.P. CL 350 WATER MAIN	106.00	LF	\$40.00	\$4,240.00	106.00	\$4,240.00		\$4,240.00	100.0%	\$0.00

Progress Estimate - Unit Price Work

Contractor's Application

For Flat Water Improvements - Phase 3 Rebid (Sanitary Sewer, Storm Sewer and Water Main), Valley, Nebraska (Contract):								Application Number: 11			
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Bid Item No.	Description	Item Quantity	Unit	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
33	CONSTRUCT 8"DIA. D.I.P. CL 350 WATER MAIN	2,216.00	LF	\$44.00	\$97,504.00	2,216.00	\$97,504.00		\$97,504.00	100.0%	\$0.00
34	CONSTRUCT 12"DIA. D.I.P. CL 350 WATER MAIN	395.10	LF	\$56.00	\$22,125.60	395.10	\$22,125.60		\$22,125.60	100.0%	\$0.00
35	CONSTRUCT 14"DIA. DR11 HDPE WATER MAIN	679.30	LF	\$48.00	\$32,606.40	679.30	\$32,606.40		\$32,606.40	100.0%	\$0.00
36	INSTALL TRACER WIRE	3,396.40	LF	\$0.25	\$849.10	3,396.40	\$849.10		\$849.10	100.0%	\$0.00
37	DIRECTIONAL DRILLING FOR 14"DIA. WATER MAIN	630.00	LF	\$259.00	\$163,170.00	630.00	\$163,170.00		\$163,170.00	100.0%	\$0.00
38	BORE AND JACK 24"DIA. STEEL CASING FOR WATER MAIN	105.00	LF	\$705.25	\$74,051.25	105.00	\$74,051.25		\$74,051.25	100.0%	\$0.00
39	INSTALL 6"DIA. MJ 45 DEG BEND & BLOCK	1.00	EA	\$865.00	\$865.00	1.00	\$865.00		\$865.00	100.0%	\$0.00
40	INSTALL 12x6" MJ REDUCER	1.00	EA	\$396.50	\$396.50	1.00	\$396.50		\$396.50	100.0%	\$0.00
41	INSTALL 12" MJ TEE & BLOCK	2.00	EA	\$866.00	\$1,732.00	2.00	\$1,732.00		\$1,732.00	100.0%	\$0.00
42	INSTALL 12"DIA. MJ 45 DEG BEND & BLOCK	9.00	EA	\$620.00	\$5,580.00	9.00	\$5,580.00		\$5,580.00	100.0%	\$0.00
43	INSTALL 12"DIA. MJ 11 1/4 DEG BEND & BLOCK	0.00	EA	\$525.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00
44	INSTALL 12"DIA. MJ 22 1/2 DEG BEND & BLOCK	2.00	EA	\$558.00	\$1,116.00	2.00	\$1,116.00		\$1,116.00	100.0%	\$0.00
45	INSTALL 8"DIA. MJ 45 DEG BEND & BLOCK	4.00	EA	\$404.00	\$1,616.00	4.00	\$1,616.00		\$1,616.00	100.0%	\$0.00
46	INSTALL 12"DIA. MJ 90 DEG BEND & BLOCK	4.00	EA	\$728.00	\$2,912.00	4.00	\$2,912.00		\$2,912.00	100.0%	\$0.00
47	INSTALL 8"DIA. MJ 22 1/2 DEG BEND & BLOCK	3.00	EA	\$372.00	\$1,116.00	3.00	\$1,116.00		\$1,116.00	100.0%	\$0.00
48	INSTALL 6"DIA. MJ 45 DEG BEND & BLOCK	0.00	EA	\$865.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00

Progress Estimate - Unit Price Work

Contractor's Application

For Flat Water Improvements - Phase 3 Rebid (Sanitary Sewer, Storm Sewer and Water Main), Valley, Nebraska (Contract):								Application Number: 11			
Application Period: 8/3/2022								Application Date: 7/29/2022			
A					B	C	D	E	F		G
Bid Item No.	Description	Item Quantity	Unit	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
49	INSTALL FIRE HYDRANT ASSEMBLY	5.00	EA	\$5,400.00	\$27,000.00	5.00	\$27,000.00		\$27,000.00	100.0%	\$0.00
50	CONNECT TO EXG. 12"DIA. WATER MAIN	1.00	EA	\$825.00	\$825.00	1.00	\$825.00		\$825.00	100.0%	\$0.00
51	INSTALL 8x6" MJ SWIVEL TEE	3.00	EA	\$675.00	\$2,025.00	3.00	\$2,025.00		\$2,025.00	100.0%	\$0.00
52	INSTALL 8"DIA. R.S. MJ GATE VALVE W/ VALVE BOX	4.00	EA	\$1,435.00	\$5,740.00	4.00	\$5,740.00		\$5,740.00	100.0%	\$0.00
53	INSTALL 12"DIA. R.S. MJ GATE VALVE W/ VALVE BOX	2.00	EA	\$2,415.00	\$4,830.00	2.00	\$4,830.00		\$4,830.00	100.0%	\$0.00
54	CONSTRUCT 1"DIA. AIR RELEASE VALVE AND 60" I.D. MANHOLE	4.00	EA	\$12,000.00	\$48,000.00	4.00	\$48,000.00		\$48,000.00	100.0%	\$0.00
55	WATER SERVICE, TAP, CORP., & CURB STOP W/ BOX	1.00	EA	\$2,500.00	\$2,500.00	1.00	\$2,500.00		\$2,500.00	100.0%	\$0.00
56	STAKING ALLOWANCE	1.00	ALW	\$3,800.00	\$3,800.00	1.00	\$3,800.00		\$3,800.00	100.0%	\$0.00
57	TESTING ALLOWANCE	1.00	ALW	\$1,700.00	\$1,700.00	1.00	\$1,700.00		\$1,700.00	100.0%	\$0.00
58	CONNECT TO EXG. 8" DIA. WATER MAIN	1.00	EA	\$750.00	\$750.00	1.00	\$750.00		\$750.00	100.0%	\$0.00
59	BORING FOR 8" DIA. WATER MAIN	45.00	LF	\$150.00	\$6,750.00	45.00	\$6,750.00		\$6,750.00	100.0%	\$0.00
60	INSTALL 8" MJ TEE & BLOCK	2.00	EA	\$750.00	\$1,500.00	2.00	\$1,500.00		\$1,500.00	100.0%	\$0.00
61	CONSTRUCT 30" RCP, CLASS III STORM SEWER	109.50	LF	\$88.65	\$9,707.18	109.50	\$9,707.18		\$9,707.18	100.0%	\$0.00
62	CONSTRUCT 30" RC FLARED END SECTION	2.00	EA	\$1,330.56	\$2,661.12	2.00	\$2,661.12		\$2,661.12	100.0%	\$0.00
63	INSTALL GEOGRID FABRIC	45.00	SY	\$2.50	\$112.50	45.00	\$112.50		\$112.50	100.0%	\$0.00
64	AGGREGATE PIPE BEDDING - 1 1/2"	0.00	TON	\$22.50	\$0.00	0.00	\$0.00		\$0.00		\$0.00

Progress Estimate - Unit Price Work

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For Flat Water Improvements - Phase 3 Rebid (Sanitary Sewer, Storm Sewer and Water Main), Valley, Nebraska (Contract):								Application Number: 11			
Application Period: 8/3/2022								Application Date: 7/29/2022			
A					B	C	D	E	F		G
Bid Item No.	Description	Item Quantity	Unit	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
65	TRENCH STABILIZATION BEDDING - 3"	55.00	TON	\$95.72	\$5,264.60	55.00	\$5,264.60		\$5,264.60	100.0%	\$0.00
66	D: UNSUITABLE EXCAVATION DEBRIS (SANITARY SEWER NEAR MH4)	1.0	LS	\$2,621.54	\$2,621.54	1.00	\$2,621.54		\$2,621.54	100.0%	\$0.00
67	SANITARY SEWER EXTENSION TO LOT 1; FIRE HYDRANT REPAIR	1.0	LS	\$18,902.38	\$18,902.38	1.00	\$18,902.38		\$18,902.38	100.0%	\$0.00
68	G: INSTALL METER PIT AT PHASE 2 ENTRANCE FOR IRRIGATION	1.0	LS	\$2,222.34	\$2,222.34	1.00	\$2,222.34		\$2,222.34	100.0%	\$0.00
69	IRRIGATION SLEEVE AT PHASE 2 ENTRANCE MEDIAN	1.0	LS	\$10,624.05	\$10,624.05	1.00	\$10,624.05		\$10,624.05	100.0%	\$0.00
70	IRRIGATION SLEEVE AT PHASE 2 EAST CULDESAC	1.0	LS	\$10,478.98	\$10,478.98	1.00	\$10,478.98		\$10,478.98	100.0%	\$0.00
71	J: INSTALL 1"DIA. WATER IRRIGATION SERVICE FOR PHASE 2 CULDESAC	1.0	LS	\$3,593.36	\$3,593.36	1.00	\$3,593.36		\$3,593.36	100.0%	\$0.00
72	K: BORE CONDUIT FOR IRRIGATION SLEEVE ACROSS PHASE 2 ENTRANCE	1.0	LS	\$3,724.05	\$3,724.05	1.00	\$3,724.05		\$3,724.05	100.0%	\$0.00
73	IRRIGATION SLEEVE AND INSTALL WATER IRRIGATION SERVICE AT PHASE 3 EAST	1.0	LS	\$6,017.64	\$6,017.64	1.00	\$6,017.64		\$6,017.64	100.0%	\$0.00
74	EAST AND WATER SERVICE HIT BY UTILITY CONTRACTOR	1.0	LS	\$1,614.86	\$1,614.86	1.00	\$1,614.86		\$1,614.86	100.0%	\$0.00
75	Q; REPAIR HYDRANT DAMAGED BY DEVELOPER	1.0	LS	\$3,818.00	\$3,818.00	1.00	\$3,818.00		\$3,818.00	100.0%	\$0.00
76	R: UPRR SUPPLEMENTAL AGREEMENT - EXTENSION	1.0	LS	\$2,100.00	\$2,100.00	1.00	\$2,100.00		\$2,100.00	100.0%	\$0.00
77	S: SURPLUS 14" HDPE PIPE MATERIAL	1.00	LS	\$8,760.00	\$8,760.00	1.00	\$8,760.00		\$8,760.00	100.0%	\$0.00
78	T: DEWATERING - FORCE MAIN & UPRR CROSSING	1.00	LS	\$55,170.50	\$55,170.50	1.00	\$55,170.50		\$55,170.50	100.0%	\$0.00
79	U: RAILROAD TRACK MONITORING (2 CROSSINGS)	1.00	LS	\$14,818.65	\$14,818.65	1.00	\$14,818.65		\$14,818.65	100.0%	\$0.00
80	V: RAILROAD TRACK OBSERVATION AND FLAGGERS - RAILPROS (2 CROSSINGS)	1.00	LS	\$105,956.40	\$105,956.40	1.00	\$105,956.40		\$105,956.40	100.0%	\$0.00

Progress Estimate - Unit Price Work

Contractor's Application

For Flat Water Improvements - Phase 3 Rebid (Sanitary Sewer, Storm Sewer and Water Main), Valley, Nebraska (Contract):								Application Number: 11			
Application Period: 8/3/2022								Application Date: 7/29/2022			
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Bid Item No.	Description	Item Quantity	Unit	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
81	W: CONTROL PANEL ELECTRIC SERVICE CHANGE - JETCO	1.00	LS	\$6,550.00	\$6,550.00	1.00	\$6,550.00		\$6,550.00	100.0%	\$0.00
82	INSTALL 8X6 REDUCER	1.00	EA	\$396.50	\$396.50	1.00	\$396.50		\$396.50	100.0%	\$0.00
83	INSTALL 8"DIA. 90 DEG BEND & BLOCK	1.00	EA	\$404.00	\$404.00	1.00	\$404.00		\$404.00	100.0%	\$0.00
84	INSTALL 12X8 REDUCER	1.00	EA	\$396.50	\$396.50	1.00	\$396.50		\$396.50	100.0%	\$0.00
85					\$0.00		\$0.00		\$0.00		\$0.00
Totals					\$1,572,539.00		\$1,572,539.00	\$0.00	\$1,572,539.00	100%	\$0.00

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

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	CITY OF VALLEY, NEBRASKA	Owner's Contract No.:	1
Contractor:	VRBA CONSTRUCTION, INC.	Contractor's Project No.:	n/a
Engineer:	OLMSTED & PERRY CONSULTING ENGINEERS INC.	Engineer's Project No.:	19062-01
Project:	FLAT WATER IMPROVEMENTS - PHASE 3 REBID	Contract Name:	FLAT WATER IMPROVEMENTS - PHASE 3 REBID

This final Certificate of Substantial Completion applies to:

- All Work The following specified portions of the Work:

July 27, 2022

Date of Substantial Completion

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

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

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

- Amendments to Owner's responsibilities: None As follows
- Amendments to Contractor's responsibilities: None As follows

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

None

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

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
(Authorized signature)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Engineer	Title: Cindy Grove, Mayor	Title: Cindy Grove, Mayor	Title: President	Title: President	Title: President
Date: _____	Date: _____	Date: _____	Date: 8-4-2022	Date: _____	Date: _____