

AGENDA
VALLEY CITY COUNCIL
September 13, 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 COUNCIL 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 September 12, 2022 is on file in the office of the City Clerk.
- 7.E. AUGUST PAYROLL \$75161.73 IRA \$1883.41
- 7.F. KENO RECEIPTS - \$6,151.65
- 7.G. ACCEPT PEOPLESERVICE, INC., REPORT
- 7.H. ACCEPT August 2022 Library Statistics
- 7.I. RE-APPOINTMENT LIBRARY BOARD - Jim Musson - 4 Year Term (2026)
- 7.J. APPROVE SDL APPLICATIONS FOR AMERICAN LEGION POST #58 for
January 21, February 18, March 18, April 15, May 20 and June 17, 2023
- 7.K. ACCEPT Planning Commission minutes from August 16, 2022
- 7.L. ACCEPT Cemetery Board Minutes from September 8, 2022
8. AMENDMENT TO AUGUST 9, 2022 CITY COUNCIL MINUTES - to add
correspondence from Mary A. Tesar to the official record.
9. CLASS D LIQUOR LICENSE AND MANAGER APPLICATION - VALLEY
PETROLEUM, LLC
- Review of Applications
 - Open Public Hearing
 - Close Public Hearing
 - Council consideration and action on liquor license application
 - Council consideration and action on manager application
10. FIRE CHIEF TERRY LUTHY - Discussion on Knox Box implementation
11. DC WEST SCHOOL HOMECOMING ACTIVITIES - SEPTEMBER 23, 2022
- Parade Route - Claire Koile
 - Fireworks Display - Nathan Ter Beest
12. DC WEST YOUTH SPORTS ORGANIZATION (DCWYSO) - REQUEST FOR
FUNDS
13. SHARON JANOVSKY - WATER TREATMENT PLANT EXPANSION -
PLACEMENT OF NEW BUILDING AND PROGRESS OF PROJECT.
14. FINAL PLAT - STILL WATER LAKE - LOTS 1 THROUGH 23
- Review of Request

- Open Public Hearing
 - Close Public Hearing
 - Motion/Resolution
15. ACE HARDWARE CONDITIONAL USE PERMIT AND AGREEMENT FOR OUTDOOR STORAGE
- Review of Request
 - Open Public Hearing
 - Close Public Hearing
 - Motion/Resolution
16. RESOLUTION NO. 2022-46 - PRE-DEVELOPMENT AGREEMENT WITH HAMPTON DEVELOPMENT LLC.
17. RESOLUTION NO. 2022-47 - FLATWATER PHASE 3 WATER/SANITARY SEWER IMPROVEMENTS REIMBURSEMENT
18. ORDINANCE NO. 780 TO REPEAL ORDINANCE NO. 756 - SPLIT DUTIES OF CITY CLERK/TREASURER
19. ORDINANCE NO. 781 TO AMEND ORDINANCE 757 - SALARIES
20. CITY ENGINEER
- 20.A. GINGER COVE LIFT STATION NO. 3 UPGRADES
- Review of Bids Received
 - Council action to consider award of contract
- 20.B. OTHER/MISCELLANEOUS
- West Street Pumping Station Equipment - OPPD
 - West Street Water Main Abandonment
 - Condron Street Paving Improvements - End of September
 - Lift Station Equipment Replacement Project
 - Stillwater Development - Phase 1
 - 3M Plant Expansion
 - Water Treatment Plant Expansion
21. CITY ATTORNEY
Request to go into Executive Session to discuss pending litigation - (Added to Agenda on September 12, 2022 at 8:40 a.m.)
22. MAYOR'S REPORT
23. UPCOMING ITEMS
- Planning Commission: September 20 - 4:30 p.m.
 - Budget Hearing/Special City Council: September 20 - 7:00 p.m.

- Board of Adjustment: September 27 - 4:30 p.m.

Douglas County

Post-Gazette

P.O. Box 677

Elkhorn, NE 68022

402-289-2329

INVOICE - AFFIDAVIT OF PUBLICATION

INVOICE #	210518	DUE DATE	9/30/2022
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THE STATE OF NEBRASKA }
 COUNTY OF DOUGLAS } Darren P. Ivy, being duly sworn,
 says that he is the publisher of

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

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:

NOTICE OF MEETING
CITY OF VALLEY
TUESDAY, SEPTEMBER 13, 2022
7:00 P.M.
VALLEY CITY HALL
203 N. SPRUCE STREET, VALLEY,
NE

Notice is hereby given that a meeting of the City Council of the City of Valley, Nebraska will be held on Tuesday, September 13, 2022 at 7:00 p.m. at Valley City Hall.

Public Hearings will be held on the following:

1. Final Plat - Still Water Lake - Lots 1 through 23 inclusive & Outlots A & B, being a platting of part of the southwest quarter of Section 30, Township 16 North, Range 10 East, of the 6th P.M. in Douglas County, Nebraska.

2. Conditional Use Permit - Lot 8 Falcon Business Park (7304 N. West Street) - Outdoor storage for hardware store.

3. Class D Liquor License application - Valley Petroleum, LLC dba NP Mart 18

4. Manager Application NP Mart 18 - Anne F. Gordon

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

Cheryl K. Eckerman, City Clerk

Aug. 31 - 42 lns
 ZNEZ

1	Successive Week(s)
Beginning with the issue of:	8/31/2022
and ending with the issue of:	8/31/2022
Publisher's fee at Legal Rate is:	\$17.67

Darren P. Ivy

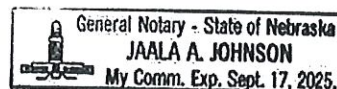
Darren P. Ivy, Publisher

Summary Information	Weekly Cost
Notice of Sept. 13 City Council Public Hearings - Aug. 31	17.67

Subscribed and sworn before me, this 31st day of

August, 20 22

Jaala Johnson
 Notary Public



MINUTES
REGULAR MEETING
August 9, 2022

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

The following attorneys were in attendance in connection with Agenda Item No. 16 – Conditional Use Permit/Platte River Resort, LLC: Mark Novotny for the Applicant and Martin Pelster, James Lang, Dennis Koley, Christian Williams, and Bill Kutilek, each representing individuals or groups in opposition to the issuance of the Conditional Use Permit.

In addition, numerous citizens were in attendance. Council Chambers were full and there were additional citizens present outside of City Hall. Members of the Valley Police Department were present in uniform to assist with crowd control and to escort citizens inside as others left after their agenda item is heard and to ensure that anyone who wishes to speak will have the opportunity to do so.

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 led by Jeremy Marshall.

4. Proof of Publication was on the council desk.

5. Visitors and Correspondence –None.

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

7. Consent Agenda – Council member Stanzel moved to approve the consent agenda. TenEyck seconded. Stanzel, TenEyck, Lewis and Ueckert voted YES. NO; no one, motion carried. Items on the consent agenda were to accept July 12, July 26 and August 2, 2022 city council minutes; Treasurer's Report; July payroll \$71456,94 IRA \$2598.70, Keno Receipts \$6761.18, PeopleService Report, Library Statistics, Library Board minutes from July 14, 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:** Accufund 375.00; Ace Hardware 11.95; Amazon 152.94; Amazon Business 401.14; Aqua Chem 1484.10; ARP's 602.25; Baker & Taylor 748.55; Bauer Built 385; Canine Development 140; Cappel Auto 77; Coast to Coast 495.20; Deemer 358.30; Diamond Vogel 417.80; Dick's 50.16; Eakes Office 921.06; First Nebraska 4778.92; Fremont Winnelson 31.67; Host Coffee 35.14; Love's 2231.96; Lowe's 818.97; Medicine Man 668.75; Menards- Elkhorn 238.61; Menards- Fremont 670.96; Midwest

Tape 90.71; NE Notary 30; Nutrien Ag 544.20; PowerPlan 249.19; Rawhide Chemical 2598.08; Ray Allen Mfg. 1756.98; United States Post Office 560.55 **Services:** Andersen Plumbing 850; Black Hill Energy 383.67; Brightly 6911.25; Century Link 182.57; Core & Main 2030.30; Cox 1494.80; Datashield 45.00; Do. Co. Env. 2078; Do. Co. Gazette 1329.12; Eagle Engineering 8299.88; EMC Insurance 150; Everett's Auto 1041.92; EverLevel Concrete 838; Farnham & Griffin 5514.67; Five Nines 2631; Fremont Utilities 34602.90; Grunwald 6886; IBTS 100; JETCO 2000; Larsen International 187.95;; M. Matzen 823.90; Municipal 200; NE Child Support 429.23; NYS Child Support 128.30; National Drug 64; Nebraska Sweeping 2873.68; OPPD 16734.43; PeopleService 29243.00; Powertech 1091.88; Publication Printing 366.50; TREKK 1725; VRBA 7350; Waste Connections 239.19; Wiese 2647; YMCA 2673.37; **Taxes:** Fed 24085.74; NE 3747.10; NE Unemployment 117.99; NE Sales tax 3712.28; **Bond Payments:** FNB/bond 5962.50; FNB/bond 5962.50; **Reimburse/Refund:** ALD Properties 1000; Archistructure 150; Art of a Craftman 1300; BCL Properties 150; Blacketer 150; Hofer 150; HC Remodel 1000; Homes by JES 750; Kunes 150; Landmark 1000; LIM 150; Maresh 150; McCollister 150; Prairie Homes 750; Rayer 331.04; Rowher 150; Sheets 231.20; Siebler 150; Sierra Homes 150; Walvoord 2000; Woodland 150 **Ins:** Aflac 1235.25; BCBS 11073.67; MWG 1219.04.

8. Bryce Feldhacker Eagle Scout Project – Council member Stanzel moved to approve the location of a sign to be placed at the park with information about the USAF aircraft on display. Lewis seconded. Stanzel, Lewis, TenEyck and Ueckert voted YES; NO; no one, motion carried.

9. Hackel Construction Inc. – Construction material for hardware store – Tanner Hackel, 47407 808th Rd., Ord, Nebraska, reviewed a proposed rendering of the Ace Hardware store to be located in Falcon Business Park. Council member Stanzel moved to approve the use of steel siding on the Ace Hardware building. Lewis seconded. Stanzel, Lewis, TenEyck and Ueckert voted YES; NO; no one, motion carried.

10. Presentation to Police Chief Smith – Mayor Grove presented a plaque of appreciation to Police Chief Smith. Chief Smith will be retiring after 18 years with the Valley Police Department.

11. Appointment of Police Chief– Council member Ueckert moved to approve the appointment of James Deemer as police chief. Lewis seconded. Ueckert, Lewis, Stanzel and TenEyck voted YES; NO; no one, motion carried.

12. Resolution No. 2022-41 – Mayor Grove stated that last month Eagle Engineering was appointed as city engineer. Council member Lewis introduced, read and moved for passage of Resolution No. 2022-41 authorizing execution of the master agreement with Eagle Engineering Service, LLC to provide professional services to the City of Valley. TenEyck seconded. Lewis, TenEyck, Stanzel and Ueckert voted YES; NO; no one. A true correct and complete copy of said resolution is on file at city hall.

13. Resolution No. 2022-42 – Mayor Grove stated that the city's business credit card limit is currently \$5,000.00. Due to an increased number of online transactions requiring payment the limit of \$5,000.00 has become inadequate. Council member Stanzel introduced, read and moved for passage of Resolution No. 2022-42 authorizing a \$15,000.00 credit limit on the city business card account. Lewis seconded. Stanzel, Lewis, TenEyck and Ueckert voted YES; NO; no one. A true, correct and complete copy of said resolution is on file at city hall.

14. Resolution No. 2022-43 – Mayor Grove stated that notification was sent to the property owner at 320 N. West Street regarding the need to fix/replace the sewer line. Due to no response, the city hired Andersen Plumbing to fix the problem. Council member TenEyck introduced, read and moved for passage of Resolution No. 2022-43 authorizing Mayor Grove to execute Notice of Lien, to record such Lien and notify all interested parties of such lien. Lewis seconded. TenEyck, Lewis, Stanzel and Ueckert voted YES; NO; no one. A true, correct and complete copy of said resolution is on file at city hall.

15. Water Treatment Plant Expansion Project – Mike Adair provided charts showing the city's water usage for the years 2020, 2021 and 2022 to date. He also projected future water usage for 2023 and 2024. He stated that most water is used from 5 am. - 10 a.m. daily. He noted that the charts emphasize the need for the Water Treatment Plant Expansion Project. Jim Olmsted stated that he received news from the State that the funding mechanisms have been finalized and the agreements should be sent out this month. The city will be receiving a 3.3 million dollar grant for said project. The planning phase has started and the first phase will be the addition of two wells, with the second phase being construction of the new plant and the third phase would be the refurbishing of the existing plant.

The Mayor stated that agenda item No. 16 would be moved to the end of the agenda.

17. CITY ENGINEER

17. A. Flat Water Improvements Phase 3 Re-bid (Sanitary Sewer, Storm Sewer & Water Main) Project – Greg Perry stated that this project is complete and the lift station is online and he recommended final payment be made to the contractor.

Council member Ueckert introduced, read and moved for passage of Resolution No. 2022-44 authorizing developer to pay Vrba Construction the amount of \$78,626.95. Stanzel seconded. Ueckert, Stanzel, Lewis and TenEyck voted YES; NO; no one. A true, correct and complete copy of said resolution is on file at city hall.

Council member Ueckert moved to approve the certificate of substantial completion, closeout documents and accept the improvements of the Flat Water Improvements Phase 3 Re-bid Project. Lewis seconded. Ueckert, Lewis, Stanzel and TenEyck voted YES; NO; no one, motion carried.

17. B. Lift Station Equipment Replacement Project – Ginger Cove No. 3 – Council member Stanzel moved to authorize advertisement for bids for the Ginger Cove No. 3 Lift Station Equipment Replacement Project. Lewis seconded. Stanzel, Lewis, TenEyck and Ueckert voted YES; NO; no one, motion carried.

17. C. Other/Miscellaneous – Greg Perry gave updates on the following projects/subjects: West Street Pumping Station Upgrades, West Street Water Main Examination, Condron Street Paving Improvements, Water Treatment Plant Expansion, Country Aire Pumping Station Upgrades and Still Water Development Phase I.

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

16. Conditional Use Permit – Recreational Vehicle Park – 28407 West Maple Road– Applicant: Platte River Resort, L.L.C. Jeff Farnham, City Attorney, was the first

speaker at the public hearing and reviewed the procedures related to an application for a Conditional Use Permit and asked that correspondence from the following groups/individuals be presented as part of the record of the public hearing, along with all the petitions received by the City:

John Winkler, General Manager Papio Missouri River Natural Resources District
Mark Novotny, Lamson Dugan & Murray LLP
Christian T. Williams, Domina Law Group
Larry Snyder, 29003 Platte River Plaza
Pat & Beth Gorup, 26010 W. Dodge Rd.
Ethan Bradford, 125 W. Vass St.
Eva Gouveia, 224 W. Meigs St.
Cecilia Sramek, 28607 Platte River Plaza
Jane Pierce
Dave Coover
Allison Latenser, 3827 N. 269th Ave.
Louis Pachman, 3827 N. 269th Ave.
Sande Friedman, 26657 Blondo Ct.
Mike Sramek
Helen Sramek
Trish Nathan
Janet Raddish, Sokol Camp Lots 63,64, 65
Judith & Rudy Tesar
Judith Tomanek, 28521 Platte River Plaza
Janine Bruder, 1315 South Court, Indianola, Iowa
Ruth Sake, 116 E. Hudspith St.
Pat Kojdecki
Carol White, Lyman-Richey
Minutes from June 21, 2022 City of Valley Planning Commission

Testimony and comments were then received from the following individuals:

Mark Novotny, attorney representing the applicant, Platte River Resort, L.L.C. Mr. Novotny spoke in favor of the permit. Mr. Novotny presented and/or referenced the following:

1. The new Development Plan for Platte River Resort.
2. An Engineering Study and memorandum done by Kyle Anderson.
3. The saturation levels of other RV Parks in the state.
4. The City of Valley Comprehensive Development Plan and a map of the floodway.
5. The Douglas County Master Plan.
6. Section 6 of the City of Valley Planning Code.
7. The Traffic Study conducted in the area.
8. The letter from Mr. Winkler of the Natural Resource District.
9. Flood Plain Development Applications.
10. The Operating Procedures of Platte River Resort.
11. The Comprehensive Evacuation Plan.

12. The Sewage and Trash Disposal Plan.
13. Letters from the Valley Fire and Douglas Co. Sheriff's Office.
14. Forms 404 and 408 from the NRD.
15. FEMA Code of Federal Regulations.
16. City of Valley Zoning Ordinances.
17. The Findings of Fact of the Planning Board.

Kyle Anderson, Engineer, spoke about the investigation his firm conducted on the property. Mr. Anderson presented and/or referenced the following:

1. The preliminary findings of the Investigation conducted.
2. The Bald Eagle nesting survey conducted on the property.

Rune Van den Boogaart, Valley building inspector, spoke about his review of the Operating Procedures of the Platte River Resort.

John Winkler, GM of the NRD, spoke about his involvement. He presented and/or referenced the following:

1. NRD Permits.
2. The Evacuation Plan.
3. NRD Recreational Area and their procedures.

Jim Olmsted spoke about his involvement. He presented and/or referenced the following:

1. Sanitary and Sewer Plan.
2. Flood Plain Overlay Regulations.

Bill Kutilek, attorney for Sokol Camp, spoke in opposition of the permit. He presented and/or referenced the following:

1. Valley Zoning Ordinances.
2. The Evacuation Plan.

Christian Williams, attorney for Curtis Acres, spoke in opposition of the permit. He presented and/or referenced the following:

1. FEMA guidelines and the National Flood Insurance Program.
2. Mr. Williams letter to the City of Valley.
3. CFR Regulations.

James Lang, attorney for Waterloo Preserve, spoke in opposition of the permit. He presented and/or referenced the following:

1. The Valley Zoning Ordinances.
2. Conditional Use Permit guidelines.
3. The City of Valley Comprehensive Plan.
4. Mr. Novotny's letter to the City of Valley.
5. The Evacuation Plan.

Martin Pelster, attorney for Werner Enterprises, spoke in opposition of the permit. He presented and/or referenced the following:

1. Werner's property and the trails surrounding it.

Dennis Koley, attorney for Richard Tesar, and Mr. Tesar, spoke in opposition of the permit. He presented and/or referenced the following:

1. The petitions in opposition to the permit.
2. The Development Plan for Platte River Resort.

Janet Raddish spoke in opposition of the permit.

Judy Tesar spoke in opposition of the permit.

Richard Hetson, representing Mallard Landing Homeowner's Association, spoke in opposition to the permit.

James Wurtz spoke in opposition to the permit.

Tony Rodriguez spoke in opposition to the permit.

Wayne Hudson discussed the permit.

Mayor Grove closed the public hearing.

Mayor Grove asked for any discussion/questions from the council members.

Council member Lewis then made a motion to deny the Conditional Use Permit due to the opposition received by the Council and the recommendation for denial received from the Planning Commission. Council member TenEyck seconded the motion. Council members Lewis and TenEyck voted YES and council members Stanzel and Ueckert voted NO. To break the tie vote Mayor Grove voted NO. The motion to deny failed 3-2.

Council member Ueckert made the following motion to approve the Conditional Use Permit:

1. The City of Valley hereby approves the Conditional Use Permit requested by Platte River Resort, LLC, subject to satisfaction of the following conditions:
 - a. Execution of a Conditional Use Agreement acceptable to the City Council which sets forth all matters related to the operation of the RV Resort and has provisions for the enforcement of the Agreement in the event of any breaches of the terms and conditions of such Agreement.
 - b. Adoption and approval by the City Council of findings of fact supporting the issuance of a Conditional Use Permit.
 - c. A determination that all aspects of the operation of an RV Resort by Platte River Resort, LLC are in compliance with the City of Valley's Zoning Ordinances, including, if required, in City's sole discretion, the issuance of a Development Permit.

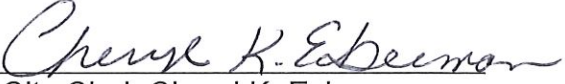
- d. Issuance of 404 and 408 Permits by the Army Corps of Engineers
 - e. Any other conditions imposed by the City between August 9, 2022 and the date all the conditions set forth in this Motion are satisfied.
2. In the event any of the above conditions are not satisfied in City's sole and absolute discretion, then the Conditional Use Permit shall not be issued.
 3. Approval of the Conditional Use Agreement, the findings of fact, the determination of compliance with the City's Zoning Ordinances, and the satisfaction of any additional conditions shall require a separate majority vote of the City Council.

Council member Stanzel seconded the Motion. Council members Lewis and TenEyck voted NO and Council members Stanzel and Ueckert Voted YES. To break the tie vote Mayor Grove voted YES. The motion to approve carried 3-2.

The meeting was then adjourned.



Mayor Cindy Grove



City Clerk Cheryl K. Eckerman

CITY OF VALLEY
MINUTES
BUDGET WORKSHOP
August 16, 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 Sami Stewart library director.

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 library director Sami Stewart.

Proof of Publication was on the council desk.

Purpose of the meeting was to begin the budgeting process for the following Funds/Departments: General, Office, Building/Zoning and Library.

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 within the General Budget sub categories were added to reflect the office and building inspector revenues and expenditures separately.

The library Director summarized her budget requests and noted that the most significant increase would be the increase in salaries and benefits. The proposal would be to make herself and Sarah Emmi full time employees with benefits. This would allow for the library to be more open and assessible to the public with longer and consistent hours.

Jeremy reviewed the Building/Zoning budget prepared by Rune. It was noted that the salary line item amount was increased to allow for the addition of an intern to help during the busy season and 20% of Stacy's salary was added in the Salary-Permitting & Licensing which had not been accounted for in the previous year. Mileage and Travel expenses were also increased to allow for further certifications needed.

The overall General Budget remained comparatively the same as last year. The Office Budget included an increase in the salary line item to accommodate the hiring of a Treasurer.

The next Budget Workshop will be held on August 23 to review the Public Works/Maintenance/Streets/Arboretum/Cemetery/Animal Control/Pool/Parks budget requests.

The meeting adjourned at 7:55 p.m.



Mayor Cindy Grove



Cheryl K. Eckerman, City Clerk

CITY OF VALLEY
MINUTES
BUDGET WORKSHOP
August 23, 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 Doug Eggen, Public Works Superintendent.

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 recited.

Proof of Publication was on the council desk.

Purpose of the meeting was to review the budgeting process for the following Funds/Departments: Public Works, Maintenance, Streets, Arboretum, Cemetery, Animal Control, Pool and Parks.

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

It was noted that Public Works and Maintenance departments had been added to more accurately distribute costs and revenues. In past years they had all been lumped into Streets. The city administrator explained that capital outlay expenditures being presented could be considered with the following options: pay in total, finance over several years or not include at all.

After review of the projects requested within the Public Works Capital Outlay Equipment budget it was the consensus of the council to include the following: Ford F-550 Package – Carryover \$61,513, 22' Hill Porter trailer – 11,000, Land Pride Implements for the Kubota 4701 - \$13,700, 2024 International Dump Truck 4-year financing option with 3.99% interest rate - \$85,298 Gator winterization package including blade – 16,000 for a total of \$187,511.

Discussion was held on the Parks Capital Outlay Projects – Basketball Courts – Option for two courts in the current location - \$119,550 or one court being located west of the camper pads - \$72,000. The council decided to budget the \$119,550. Other projects discussed included: replacing the ballfield lights with LED bulbs, small dog park expansion and lighting for the trail.

Discussion was held on Community Betterment Projects to be considered in the Keno Budget. The city attorney will check the statutes to clarify what can be considered as a "community betterment project".

The next Budget Workshop will be held on August 30 to review the proposed budget with Kent Speicher, CPA.

The meeting adjourned at 9:10 p.m.


Cindy Grove, Mayor


Cheryl K. Eckerman, City Clerk

CITY OF VALLEY
MINUTES
BUDGET WORKSHOP
August 30, 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 Kent Speicher, Certified Public Accountant with Erickson & Brooks.

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 recited.

Proof of Publication was on the council desk.

Purpose of the meeting was to review the proposed budget with Mr. Speicher.

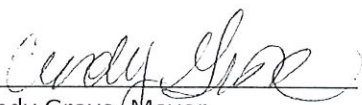
Councilmember Stanzel moved to approve the agenda. Lewis seconded. Stanzel, Lewis, TenEyck and Ueckert voted YES. NO: No one. The motion carried.

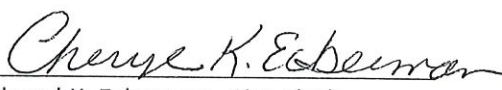
Mr. Speicher reviewed the following topics related to the proposed budget numbers: allowable growth increase, unused budget authority, property tax allocations by department, summary of budgeted/estimated year end and actual. He also provided a summary of Long-Term Debt and Bonded Indebtedness.

In summary Mr. Speicher recommended that the same dollar amount of taxes be requested for the General Fund while the Bond fund dollar amount would go up two cents. He also recommended that the council vote to take advantage of the additional one percent for allowable growth.

The Budget Hearing and Tax Request Hearing will be scheduled for September 20, 2022 and a Special Meeting will be held immediately following those meetings to pay end of fiscal year bills.

The meeting adjourned at 9:10 p.m.


Cindy Grove, Mayor


Cheryl K. Eckerman, City Clerk

City of Valley							
Pooled Cash							
Governmental Funds							
		Cash				Cash	
		Balance	Net Income	Fund 3	Interfund	Balance	Investments
General - Fund 1	<u>Dept</u>	<u>7/31/2022</u>	<u>or (Loss)</u>	<u>Withholdings</u>	<u>Transfers</u>	<u>8/31/2022</u>	<u>8/31/2022</u>
		\$2,091,473.64	\$444,819.01			\$2,536,292.65	\$14,427.31
Pines Assessments		\$326,527.65	\$71.12			\$326,598.77	
Bond - Fund 2	021	\$879,906.40	\$62,022.69			\$941,929.09	
C D A	001	\$284,282.80	(\$237,219.46)			\$47,063.34	
		\$3,582,190.49	\$269,693.36			\$3,851,883.85	14,427.31
City of Valley							
Pooled Cash							
Proprietary Funds							
		Cash				Cash	
		Balance	Net Income	Fund 3	Interfund	Balance	Investments
Funds 6 & 7		<u>7/31/2022</u>	<u>or (Loss)</u>	<u>Withholdings</u>	<u>Transfers</u>	<u>8/31/2022</u>	<u>8/31/2022</u>
Water - Fund 6	024	\$648,592.28	\$77,113.92			\$725,706.20	\$9,462.51
Cap. Facility Chg.	024	\$928,514.02	\$175.05			\$928,689.07	
Sewer - Fund 7	026	\$1,362,815.82	\$77,113.91			\$1,439,929.73	
Cap. Facility Chg.	026	\$678,847.26	\$175.05			\$679,022.31	
		\$3,618,769.38	\$154,577.93			\$3,773,347.31	\$9,462.51
		Cash				Cash	
		Balance	Net Income	Fund 3	Interfund	Balance	Investments
	<u>Dept</u>	<u>7/31/2022</u>	<u>or (Loss)</u>	<u>Withholdings</u>	<u>Transfers</u>	<u>8/31/2022</u>	<u>8/31/2022</u>
Fund 4							
Nursing Home	050	\$660,660.37	\$22,970.95			\$683,631.32	
Fund 8							
Keno	056	\$134,643.18	\$6,181.90			\$140,825.08	
Fund 10							
Sales Tax	058	\$2,473,445.27	\$171,097.17			\$2,644,542.44	
ARPA							
		\$200,740.66	\$255,826.05			\$456,566.71	
		\$3,469,489.48	\$456,076.07			\$3,925,565.55	
Total All Funds		\$10,670,449.35	\$880,347.36			\$11,550,796.71	\$23,889.82

MANUAL CHECKS FOR August 2022			
	<u>CHECK #</u>		<u>AMOUNT</u>
NE Child Support Center	53159		429.23
NYS Child Support Processing	53160		128.30
Bluewater Development	53161		311,768.39
Core & Main	53162		13,861.00
J.D.'s Car Wash	53163		138.55
Mallard Landing	53164		385,227.68
Menard Inc Eric Skille	53165		103,102.00
Verizon Wireless	53166		383.19
NE Child Support Center	53168		429.23
NYS Child Support Processing	53169		128.30
TOTAL			815,595.87

<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>
9/14/2022	20221651	131	ACCUFUND	7/1-7/31 Services	9/14/2022	781.25	781.25
9/14/2022	170326/9	121	Ace Hardware #339C	6 Keys Police Dept.	9/14/2022	15.54	15.54
9/14/2022		11120	Ace Outdoor Parts	Mower Blades	9/14/2022	107.52	107.52
9/14/2022	516088	105	AFLAC	August Premiums	9/14/2022	823.50	823.50
9/14/2022	3229025	150	AKRS Equipment	Gator Cable	9/14/2022	67.82	67.82
9/14/2022	8.86359E+11	132	Amazon	DVD	9/14/2022	40.96	40.96
9/14/2022	5.93345E+11	132	Amazon	DVD	9/14/2022	31.88	31.88
9/14/2022	4.3737E+11	132	Amazon	DVD	9/14/2022	7.98	7.98
9/14/2022	6.33875E+11	132	Amazon	DVD	9/14/2022	50.62	50.62
9/14/2022	6.74346E+11	132	Amazon	Name Tags	9/14/2022	21.28	21.28
9/14/2022	9.94975E+11	132	Amazon	USB	9/14/2022	11.07	11.07
9/14/2022		127	Amazon Business	Cardboard Box	9/14/2022	64.03	64.03
9/14/2022	S100020112.001	316	American Underground Supply	Wheeler Rex #70 Shut Off Tool	9/14/2022	566.07	566.07
9/14/2022	Refund	146	Art of a Craftman	Building Permit Deposit Refund- 28626 Laurel Cir Lot 31	9/14/2022	1,000.00	1,000.00
9/14/2022	2036925929	212	Baker & Taylor	Books	9/14/2022	421.80	421.80
9/14/2022	2036949322	212	Baker & Taylor	Books	9/14/2022	53.48	53.48
9/14/2022	2036962198	212	Baker & Taylor	Books	9/14/2022	539.92	539.92
9/14/2022	880091655	207	Bauer Built	Tire Repair	9/14/2022	632.00	632.00
9/14/2022	456975	232	Bizco Tech	Cruiser Keyboards	9/14/2022	2,239.08	2,239.08
9/14/2022		11145	Black Hills Energy	7/25-8/24 Gas Service	9/14/2022	368.78	368.78
9/14/2022	16780915	242	Bomgaars	Shop Tools	9/14/2022	377.52	377.52
9/14/2022	Refund	340	Brady Borner	Water Deposit Refund	9/14/2022	150.00	150.00
9/14/2022	122381	11185	Brightly	Workflow Template/Portal Config/Department Types	9/14/2022	5,700.00	5,700.00
9/14/2022	Refund	6062001	Brown, Justin & Amy	Water Deposit Refund	9/14/2022	150.00	150.00
9/14/2022	12752	202	BW Consulting Inc	ACCUFUND Implementation	9/14/2022	437.50	437.50
9/14/2022	12733	202	BW Consulting Inc	ACCUFUND Implementation	9/14/2022	787.50	787.50
9/14/2022	154417	308	Cappel Auto Supply- Valley	Tools	9/14/2022	68.96	68.96
9/14/2022	154675	308	Cappel Auto Supply- Valley	Shop Supplies	9/14/2022	98.91	98.91
9/14/2022	154209	308	Cappel Auto Supply- Valley	Tire Strips	9/14/2022	17.40	17.40
9/14/2022	154419	308	Cappel Auto Supply- Valley	Oil/Air Filter	9/14/2022	36.98	36.98
9/14/2022	154493	308	Cappel Auto Supply- Valley	Air Filter	9/14/2022	45.99	45.99
9/14/2022	154421	308	Cappel Auto Supply- Valley	Super Adhesive	9/14/2022	9.99	9.99
9/14/2022	154392	308	Cappel Auto Supply- Valley	Air Filter	9/14/2022	46.99	46.99
9/14/2022	13177	328	Carl Jarl Locksmiths	Left Hand Deadlatch- Library	9/14/2022	283.85	283.85
9/14/2022	374	329	CK Parking Lot Maintenance	Asphalt Repairs	9/14/2022	32,450.00	32,450.00
9/14/2022	373	329	CK Parking Lot Maintenance	ST Crack Sealing	9/14/2022	15,800.00	15,800.00
9/14/2022	Refund	330	Corey Bentley Construction	Building Permit Deposit Refund- 25 Gingerwoods	9/14/2022	500.00	500.00
9/14/2022		9852	Cox Business	September 1-30 Service	9/14/2022	1,495.19	1,495.19
9/14/2022	102452	11175	Datashield Corporation	Monthly Shred Service	9/14/2022	45.00	45.00
9/14/2022		117003	Dick's Valley Market	Library Snack Supplies	9/14/2022	32.73	32.73

9/14/2022	Refund	332	Distinct Homes	Building Permit Deposit Refund- 75 Peppermill Pt	9/14/2022	1,000.00	1,000.00
9/14/2022		464	Douglas County Environmental	August 2022 Electrical Permit Fees	9/14/2022	1,000.07	1,000.07
9/14/2022		11180	Douglas County Post Gazette	Publications 8-3 thru 8-31	9/14/2022	429.64	429.64
9/14/2022	Refund	331	Dreamscape	Building Permit Deposit Refund- 28562 Jessie Cir	9/14/2022	1,000.00	1,000.00
9/14/2022	3967411	322	Dultmeier Sales	1 Gallon Foam Marker	9/14/2022	677.19	677.19
9/14/2022	1609	276	Eagle Engineering Group LLC	July-August Services	9/14/2022	4,749.15	4,749.15
9/14/2022	8544432-0	11190	Eakes Office Solutions	Calculator Tape	9/14/2022	17.09	17.09
9/14/2022	8545735-0	11190	Eakes Office Solutions	Tape	9/14/2022	68.10	68.10
9/14/2022	8548206-0	11190	Eakes Office Solutions	Binders/A-Z Cards	9/14/2022	95.39	95.39
9/14/2022	8548206-1	11190	Eakes Office Solutions	8 Tab Index Book	9/14/2022	53.70	53.70
9/14/2022	8548623-0	11190	Eakes Office Solutions	Sheet Protectors	9/14/2022	74.85	74.85
9/14/2022	8552020-0	11190	Eakes Office Solutions	Towels	9/14/2022	69.96	69.96
9/14/2022	8552185-0	11190	Eakes Office Solutions	USB Drives	9/14/2022	24.00	24.00
9/14/2022	83149	317	Elite Insurance Services	Notary	9/14/2022	50.00	50.00
9/14/2022		500	EMC Insurance	Workers Compensation Audit	9/14/2022	1,605.00	1,605.00
9/14/2022	38848	533	Everett's Auto Repair	'16 Ford Explorer Service	9/14/2022	106.33	106.33
9/14/2022	38796	533	Everett's Auto Repair	'16 Dodge Charger Pump Repair	9/14/2022	461.01	461.01
9/14/2022	38819	533	Everett's Auto Repair	'18 Dodge Charger Tie Rod/Alignment	9/14/2022	228.96	228.96
9/14/2022	38746	533	Everett's Auto Repair	'18 Dodge Charger Service	9/14/2022	2,031.82	2,031.82
9/14/2022	38803	533	Everett's Auto Repair	Tire Repair	9/14/2022	25.00	25.00
9/14/2022	38823	533	Everett's Auto Repair	'19 Charger Service	9/14/2022	89.33	89.33
9/14/2022	38827	533	Everett's Auto Repair	'16 Charger Service	9/14/2022	90.33	90.33
9/14/2022	1203905	11210	Evoqua Water Technologies LLC	Bioxide-AQ	9/14/2022	19,440.00	19,440.00
9/14/2022		610	Farnham & Griffin, P.C., L.L.O.	Legal Services 8/1-8/31	9/14/2022	11,180.50	11,180.50
9/14/2022	193043	609	Fastenal	Bolts/Screws	9/14/2022	71.22	71.22
9/14/2022		618	First Nebraska Bank	8/15-8/29	9/14/2022	2,445.48	2,445.48
9/14/2022		620	First Nebraska Bank (Brainard)	NH Payment #98	9/14/2022	5,962.50	5,962.50
9/14/2022		617	First State Bank Nebraska	NH Payment #98	9/14/2022	5,962.50	5,962.50
9/14/2022	46449	619	Five Nines Technology Group INC	Library Laptops	9/14/2022	2,730.36	2,730.36
9/14/2022	90868	619	Five Nines Technology Group INC	16 Full Time Users/5 Part Time	9/14/2022	3,392.40	3,392.40
9/14/2022	46520	619	Five Nines Technology Group INC	Monitor/Wireless Keyboard & Mouse	9/14/2022	1,303.98	1,303.98
9/14/2022		635	Fremont Department of Utilities	7/28-8/29 Service	9/14/2022	27,457.80	27,457.80
9/14/2022	Refund	11277	G Lee Homes	Building Permit Deposit Refund- 5923 N 295th	9/14/2022	1,000.00	1,000.00
9/14/2022	Refund	2069004	Hansen, Mark	Water Deposit Refund	9/14/2022	150.00	150.00
9/14/2022	301645072	323	Helena Agri-Ent LLC	Promate	9/14/2022	1,272.00	1,272.00
9/14/2022	4088159	827	Host Coffee Service	Coffee Supplies	9/14/2022	72.14	72.14
9/14/2022		827	Host Coffee Service	Water Cooler	9/14/2022	28.89	28.89
9/14/2022		827	Host Coffee Service	Coffee Supplies	9/14/2022	29.19	29.19
9/14/2022		318	Iowa Pump Works	New Country Air Lift Station	9/14/2022	61,433.72	61,433.72
9/14/2022		1002	J. D.'s Car Wash & Detailing	Vehicle Washes	9/14/2022	113.90	113.90
9/14/2022	Refund	6027202	Johnson, Robert	Water Deposit Refund	9/14/2022	150.00	150.00
9/14/2022	Refund	6041201	Knerr, Chris & Donna	Water Deposit Refund	9/14/2022	150.00	150.00
9/14/2022	E00018	325	Kubota of Omaha	L4701 HST Tractor	9/14/2022	30,000.00	30,000.00
9/14/2022	Refund	2115004	Lash, Rachel	Water Deposit Refund	9/14/2022	150.00	150.00

9/14/2022	19238	11245	League of Nebraska Municipalities	Membership Dues	9/14/2022	19,739.00	19,739.00
9/14/2022	385864	1216	Lien Termite & Pest Control	Quarterly Pest Spray	9/14/2022	92.00	92.00
9/14/2022		1222	Lincoln National Life Insurance Company	August Premium	9/14/2022	572.54	572.54
9/14/2022		1222	Lincoln National Life Insurance Company	September Premiums	9/14/2022	1,004.12	1,004.12
9/14/2022	6004833156	1234	Love's Travel Stops & Country Store	Fuel	9/14/2022	137.54	137.54
9/14/2022	6004794027	1234	Love's Travel Stops & Country Store	Fuel	9/14/2022	111.13	111.13
9/14/2022	6004733905	1234	Love's Travel Stops & Country Store	Fuel	9/14/2022	198.39	198.39
9/14/2022	6004728783	1234	Love's Travel Stops & Country Store	Fuel	9/14/2022	622.56	622.56
9/14/2022	6004761224	1234	Love's Travel Stops & Country Store	Fuel	9/14/2022	584.69	584.69
9/14/2022	6004792295	1234	Love's Travel Stops & Country Store	Fuel	9/14/2022	521.93	521.93
9/14/2022	6004828321	1234	Love's Travel Stops & Country Store	Fuel	9/14/2022	599.42	599.42
9/14/2022	6004868997	1234	Love's Travel Stops & Country Store	Fuel	9/14/2022	542.58	542.58
9/14/2022	6004873790	1234	Love's Travel Stops & Country Store	Fuel	9/14/2022	22.18	22.18
9/14/2022		1240	Lowe's	Paint/Hornet Spray	9/14/2022	1,049.06	1,049.06
9/14/2022	145	713	M. S. Wiekhorst Arbor Company LLC	Tree & Stump Removals	9/14/2022	2,550.00	2,550.00
9/14/2022	Refund	145	Majestic Homes	Building Permit Deposit Refund- 6626 N 289th	9/14/2022	1,000.00	1,000.00
9/14/2022	Refund	333	Maxium Enterprises	Building Permit Deposit Refund- 5411 N 292nd	9/14/2022	1,000.00	1,000.00
9/14/2022	54296	1363	Menards- Elkhorn	Materials for Country Air 2 Building	9/14/2022	157.58	157.58
9/14/2022	33854	1317	Menards- Fremont	Filters/Antifreeze/Paint Supplies	9/14/2022	229.15	229.15
9/14/2022	08/2222	1313	Michael Matzen	August Cleaning	9/14/2022	823.90	823.90
9/14/2022	313427	1331	Midwest Alarm Fire & Security Systems	Monthly Alarm Monitoring	9/14/2022	1,710.00	1,710.00
9/14/2022	Refund	143	Midwest Dwellings LLC	Building Deposit Refund- 1102 S Lakewood ST Lot 34	9/14/2022	1,000.00	1,000.00
9/14/2022	Refund	143	Midwest Dwellings LLC	Building Permit Deposit Refund- 222/224 W Sunset	9/14/2022	1,000.00	1,000.00
9/14/2022	502488050	1325	Midwest Tape LLC	DVD	9/14/2022	22.49	22.49
9/14/2022	502518181	1325	Midwest Tape LLC	DVD's	9/14/2022	96.96	96.96
9/14/2022	502548982	1325	Midwest Tape LLC	DVD	9/14/2022	23.24	23.24
9/14/2022	502611994	1325	Midwest Tape LLC	Book	9/14/2022	39.99	39.99
9/14/2022	Refund	6040202	Miller, Jason	Water Deposit Refund	9/14/2022	150.00	150.00
9/14/2022	2226	1457	Nebraska Sweeping Inc	122 Regular/ 13 Wide Sweeps	9/14/2022	2,873.68	2,873.68
9/14/2022		326	NLA	Membership Renewal	9/14/2022	60.00	60.00
9/14/2022	19062	1505	Olmstd & Perry Consulting Engineers Inc.	Flat Water Phase 3/Sewer	9/14/2022	66,131.91	66,131.91
9/14/2022	06-22-03	1505	Olmstd & Perry Consulting Engineers Inc.	General Engineering Services 6/30-8/31	9/14/2022	2,928.13	2,928.13
9/14/2022	01-22-69	1505	Olmstd & Perry Consulting Engineers Inc.	Water TX Plant Expansion	9/14/2022	10,679.00	10,679.00
9/14/2022	03-2020-074	1505	Olmstd & Perry Consulting Engineers Inc.	Chemical Feed System Replacement	9/14/2022	3,900.00	3,900.00
9/14/2022	01-22-67	1505	Olmstd & Perry Consulting Engineers Inc.	2022 Well Improvement	9/14/2022	15,600.00	15,600.00
9/14/2022		1510	OPPD	7/7-8/8 Service	9/14/2022	17,262.30	17,262.30
9/14/2022	40857	1617	PeopleService Inc	W/WW September Service	9/14/2022	29,243.00	29,243.00
9/14/2022		315	Petty Cash	General/Police	9/14/2022	62.46	62.46
9/14/2022	C001553	1645	PowerTech	Byarsville Life Station work	9/14/2022	839.65	839.65
9/14/2022	C001554	1645	PowerTech	Regional Lift Station work	9/14/2022	568.26	568.26
9/14/2022	C001555	1645	PowerTech	Meigs ST Lift Station work	9/14/2022	582.50	582.50
9/14/2022	C001556	1645	PowerTech	Legacy Lift Station	9/14/2022	494.67	494.67
9/14/2022	C001613	1645	PowerTech	Bluewater Service	9/14/2022	709.83	709.83
9/14/2022	822195	1650	Publication Printing	#9 Tinted Window Envelopes	9/14/2022	127.05	127.05

9/14/2022	822255	1650	Publication Printing	Letterhead/Envelopes	9/14/2022	238.10	238.10
9/14/2022	822256	1650	Publication Printing	Letterhead/Envelopes	9/14/2022	485.35	485.35
9/14/2022	192640	99	Regal Awards	Chief Retirement Plaque	9/14/2022	82.00	82.00
9/14/2022	Refund	4216001	Schmitz, Brenda	Water Deposit Refund	9/14/2022	150.00	150.00
9/14/2022	0557596-IN	319	Sirchie	Latex Gloves/Tests	9/14/2022	207.70	207.70
9/14/2022	0558389-IN	319	Sirchie	Evidence Bags	9/14/2022	29.80	29.80
9/14/2022	Refund	2057505	Storjohann, Coleen	Water Deposit Refund	9/14/2022	150.00	150.00
9/14/2022	22-000892	2027	TREKK Design Group LLC	Ginger Cove Lift Station Work	9/14/2022	6,007.50	6,007.50
9/14/2022	22-000891	2027	TREKK Design Group LLC	Ginger Woods Service Work	9/14/2022	670.00	670.00
9/14/2022	22-000951	2027	TREKK Design Group LLC	Clean Inlets/Sewer Lines	9/14/2022	2,925.00	2,925.00
9/14/2022	927383	321	UMB Bank	Administrative Fee	9/14/2022	287.50	287.50
9/14/2022		321	UMB Bank	Administrative Fee	9/14/2022	287.50	287.50
9/14/2022		1010	Van Den Boogaart, Jeroen T	Conference Reimbursement	9/14/2022	699.10	699.10
9/14/2022		327	Van-Wall Equipment	Skidsteer	9/14/2022	6,600.00	6,600.00
9/14/2022	9026	324	Vierregger Electric Co.	Ped Signal/Red LED Balls/Pushbuttons	9/14/2022	3,580.00	3,580.00
9/14/2022	1091	2240	VRBA Construction	1 Ginger Woods Repair	9/14/2022	11,422.50	11,422.50
9/14/2022	1099	2240	VRBA Construction	314 W Waring ST	9/14/2022	2,645.00	2,645.00
9/14/2022	1090	2240	VRBA Construction	616 S Mayne ST	9/14/2022	1,460.00	1,460.00
9/14/2022	1104	2240	VRBA Construction	West ST Water Main	9/14/2022	25,981.00	25,981.00
9/14/2022		2233	Verizon Wireless	August 5- September 4 Service	9/14/2022	382.95	382.92
9/14/2022	Refund	6049300	Walvoord, Jared	Water Deposit Refund- 6312 N 293rd Cir	9/14/2022	150.00	150.00
9/14/2022	6370830T054	1653	Waste Connections of Nebraska Inc	9/1-9/30 Trash Service	9/14/2022	230.04	230.04
9/14/2022	893	320	West-E-Con	Meigs Storm Water Lift Station Work	9/14/2022	1,550.00	1,550.00
9/14/2022	892	320	West-E-Con	Meigs Storm Water Lift Station Work	9/14/2022	10,654.00	10,654.00
9/14/2022		2175001	Y.M.C.A. of Greater Omaha	Summer 2022 Salary	9/14/2022	17,609.37	17,609.37
9/14/2022		2175001	Y.M.C.A. of Greater Omaha	September Management Fee	9/14/2022	2,673.37	2,673.37
9/14/2022	Refund	340	Zeisler, Russ/Cassandra	Water Deposit Refund	9/14/2022	150.00	150.00
						539,793.26	539,793.23

City of Valley
P/R Valley IRA Report for Check Date 8/12/2022

<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	2,351.38	2,351.38	211.62	0.00	0.00	2,351.38	70.54
[1012] Phillips, Kristen M	60.00	0.00	0.00	0.00	0.00	0.00	0.00
[1021] Spinar, Stacy A	1,822.65	1,822.65	36.45	0.00	0.00	1,822.65	54.68
[1022] Eckerman, Cheryl	2,360.42	2,360.42	118.02	0.00	0.00	2,360.42	70.81
[1023] Breisch, Beth	755.50	755.50	22.67	0.00	0.00	755.50	22.67
[1024] Marshall, Jeremy M	3,480.79	3,480.79	174.04	0.00	0.00	3,480.79	104.42
[2020] Eggen, Doug	2,510.78	2,510.78	251.08	0.00	0.00	2,510.78	75.32
[2021] Sheets, Tim D	2,270.73	2,270.73	113.54	0.00	0.00	2,270.73	68.12
[2022] Musson, James	1,882.86	1,882.86	94.14	0.00	0.00	1,882.86	56.49
[2023] Ratigan, Patrick J	1,541.62	1,541.62	46.25	0.00	0.00	1,541.62	46.25
[2024] Kreager, Shane A	1,812.78	1,812.78	54.38	0.00	0.00	1,812.78	54.38
[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	2,063.46	2,063.46	61.90	0.00	0.00	2,063.46	61.90
[3213] Coffey, Robert W	2,184.09	2,184.09	65.52	0.00	0.00	2,184.09	65.52
[3214] Deemer, James R	2,354.79	2,354.79	70.64	0.00	0.00	2,354.79	70.64
[3217] Hempel, Michael A	2,052.03	0.00	0.00	0.00	0.00	0.00	0.00
[3222] Drake, Alexandra A	155.44	0.00	0.00	0.00	0.00	0.00	0.00
[3223] Harrah, Wesley J	116.58	0.00	0.00	0.00	0.00	0.00	0.00
[3224] Jones, Kristin M	1,837.53	0.00	0.00	0.00	0.00	0.00	0.00
[3227] Scheer, Gregory P	283.78	0.00	0.00	0.00	0.00	0.00	0.00
[3228] Ramaeker, Andrew I	246.96	0.00	0.00	0.00	0.00	0.00	0.00
[3230] Napora, Roy A	87.44	0.00	0.00	0.00	0.00	0.00	0.00
[3231] Dohrmann, Kenneth J	500.32	0.00	0.00	0.00	0.00	0.00	0.00
[4410] Stewart, Samantha	1,260.21	1,260.21	63.01	0.00	0.00	1,260.21	37.81
[4411] Brown, Elizabeth A	686.25	0.00	0.00	0.00	0.00	0.00	0.00
[4412] Emmi, Sarah M	513.75	0.00	0.00	0.00	0.00	0.00	0.00
Report Totals	37,884.73		1,517.89		0.00	31,344.65	940.33

City of Valley
P/R Valley IRA Report for Check Date 8/26/2022

<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	2,614.63	2,614.63	235.32	0.00	0.00	2,614.63	78.44
[1021] Spinar, Stacy A	1,798.31	1,798.31	35.97	0.00	0.00	1,798.31	53.95
[1022] Eckerman, Cheryl	2,339.36	2,339.36	116.97	0.00	0.00	2,339.36	70.18
[1023] Breisch, Beth	797.22	797.22	23.92	0.00	0.00	797.22	23.92
[1024] Marshall, Jeremy M	3,480.79	3,480.79	174.04	0.00	0.00	3,480.79	104.42
[2020] Eggen, Doug	2,510.78	2,510.78	251.08	0.00	0.00	2,510.78	75.32
[2021] Sheets, Tim D	2,167.98	2,167.98	108.40	0.00	0.00	2,167.98	65.04
[2022] Musson, James	1,583.22	1,583.22	79.16	0.00	0.00	1,583.22	47.50
[2023] Ratigan, Patrick J	1,536.94	1,536.94	46.11	0.00	0.00	1,536.94	46.11
[2024] Kreager, Shane A	1,815.53	1,815.53	54.47	0.00	0.00	1,815.53	54.47
[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	2,032.08	2,032.08	60.96	0.00	0.00	2,032.08	60.96
[3213] Coffey, Robert W	2,044.33	2,044.33	61.33	0.00	0.00	2,044.33	61.33
[3214] Deemer, James R	2,241.50	2,241.50	67.25	0.00	0.00	2,241.50	67.25
[3217] Hempel, Michael A	1,771.53	0.00	0.00	0.00	0.00	0.00	0.00
[3221] Bates, Adam T	170.01	0.00	0.00	0.00	0.00	0.00	0.00
[3223] Harrah, Wesley J	408.03	0.00	0.00	0.00	0.00	0.00	0.00
[3224] Jones, Kristin M	1,595.53	0.00	0.00	0.00	0.00	0.00	0.00
[3225] Clark, Caleb J	514.90	514.90	463.41	0.00	0.00	514.90	15.45
[3227] Scheer, Gregory P	238.17	0.00	0.00	0.00	0.00	0.00	0.00
[3230] Napora, Roy A	223.45	0.00	0.00	0.00	0.00	0.00	0.00
[3231] Dohrmann, Kenneth J	223.45	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	697.50	0.00	0.00	0.00	0.00	0.00	0.00
[4412] Emmi, Sarah M	513.75	0.00	0.00	0.00	0.00	0.00	0.00
Report Totals	37,277.00		1,976.29		0.00	31,435.58	943.08



Commission Summary

Date 8/3/2022

**August Keno Receipts
\$6,151.65**

Paid to

City of Valley

For Period	
Description	Amount
	3,240.96

7/16-7/31/2022

Amount \$3,240.96



Commission Summary

Date 8/18/2022

Paid to

City of Valley

For Period	
Description	Amount
	2,910.69

8/1-8/15/2022

Amount \$2,910.69



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

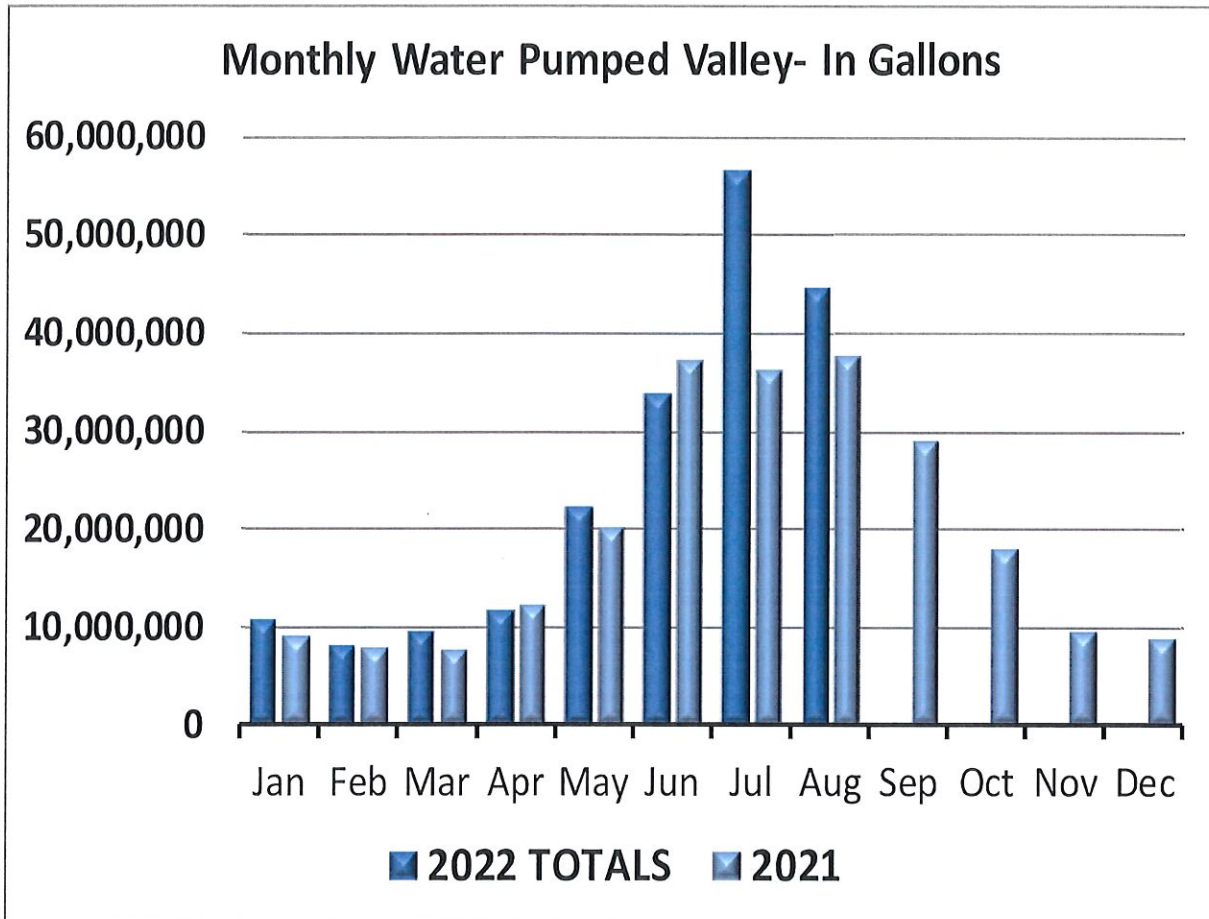
Water Operation & Maintenance

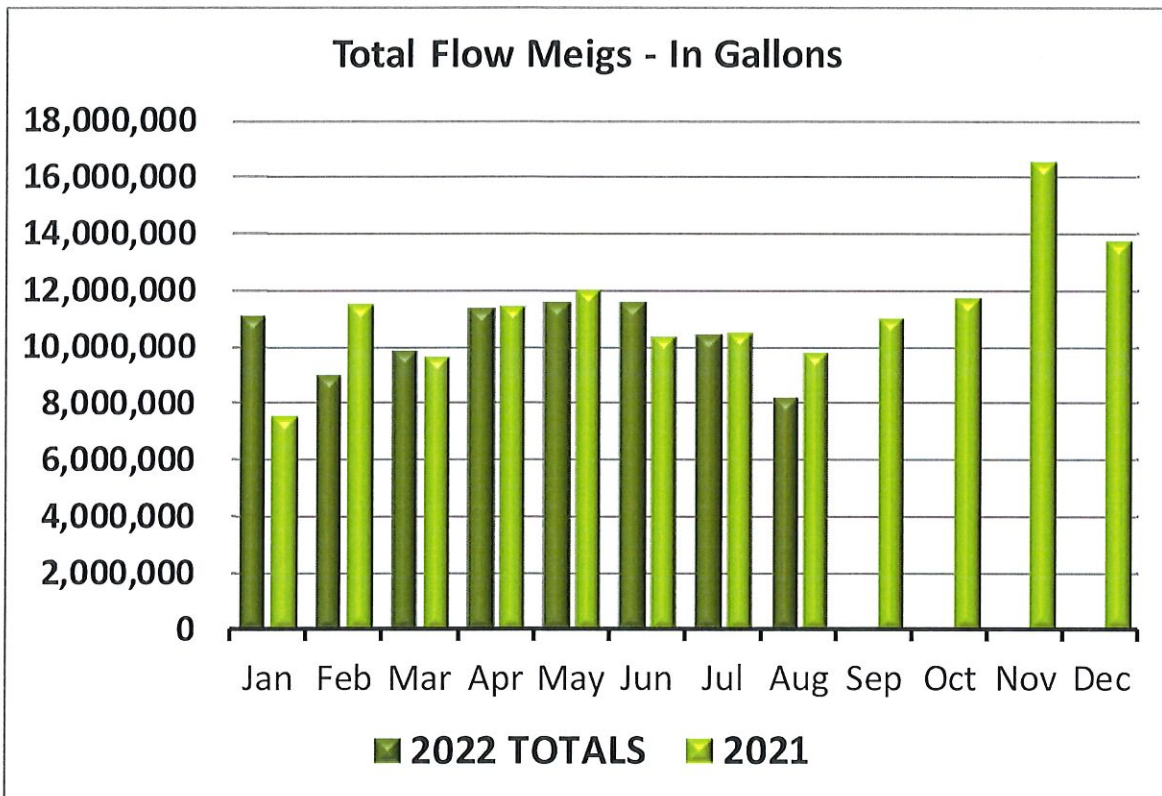
- The water demand has lowered to acceptable levels. The total water pumped this month was 44,595,000 gallons.
- There was a main transfer switch fail at the water plant. This main switch is after the emergency transfer switch so the generator would not activate. The alarm system is internet based so no alarm called out. We have installed a power backup on the internet to prevent this from happening again. We are also installing a new transfer switch as the current transfer switch is weak.
- At lot #1 in Ginger Woods a water leak was discovered. The water leak was from an abandoned water service line that was not properly abandoned. The corporation on the main was exposed and turned off.
- We installed 15 new MXU's for water meters.
- 377 locates were completed this month.
- We have begun the planning phase of the water plant upgrade. The equipment for the existing chemical rooms have been ordered. The install will follow.
- All work orders were completed.

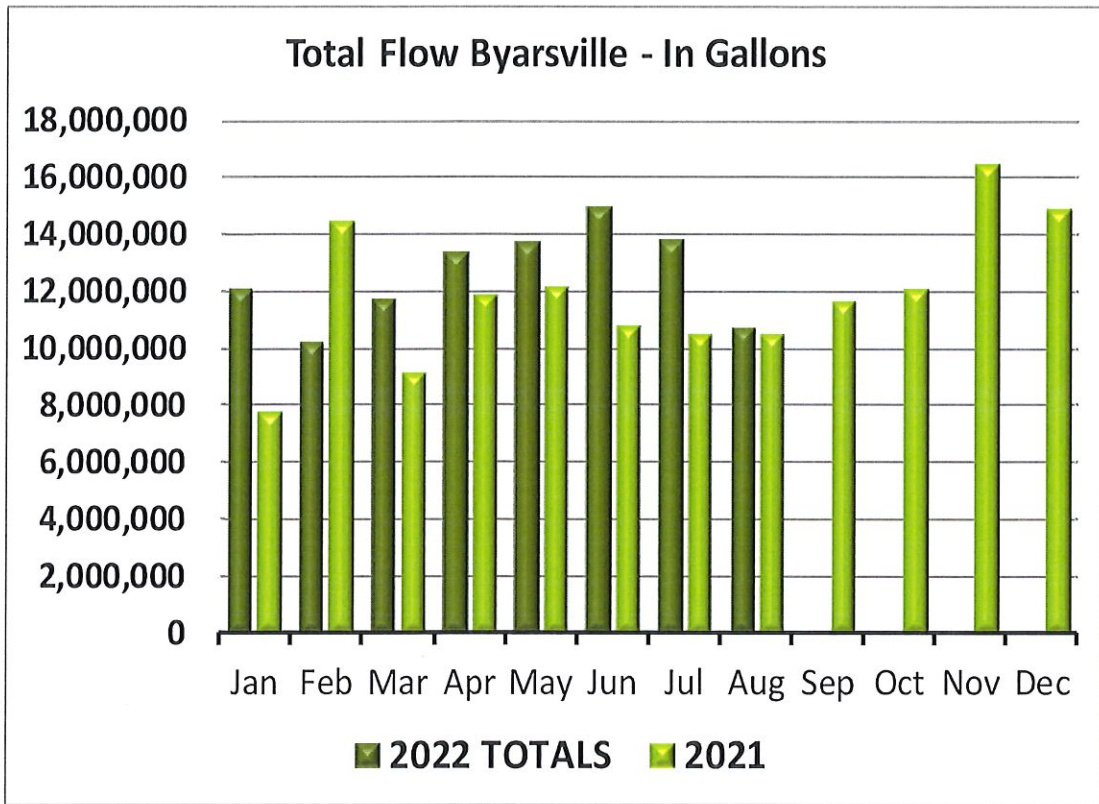
Wastewater Operation & Maintenance

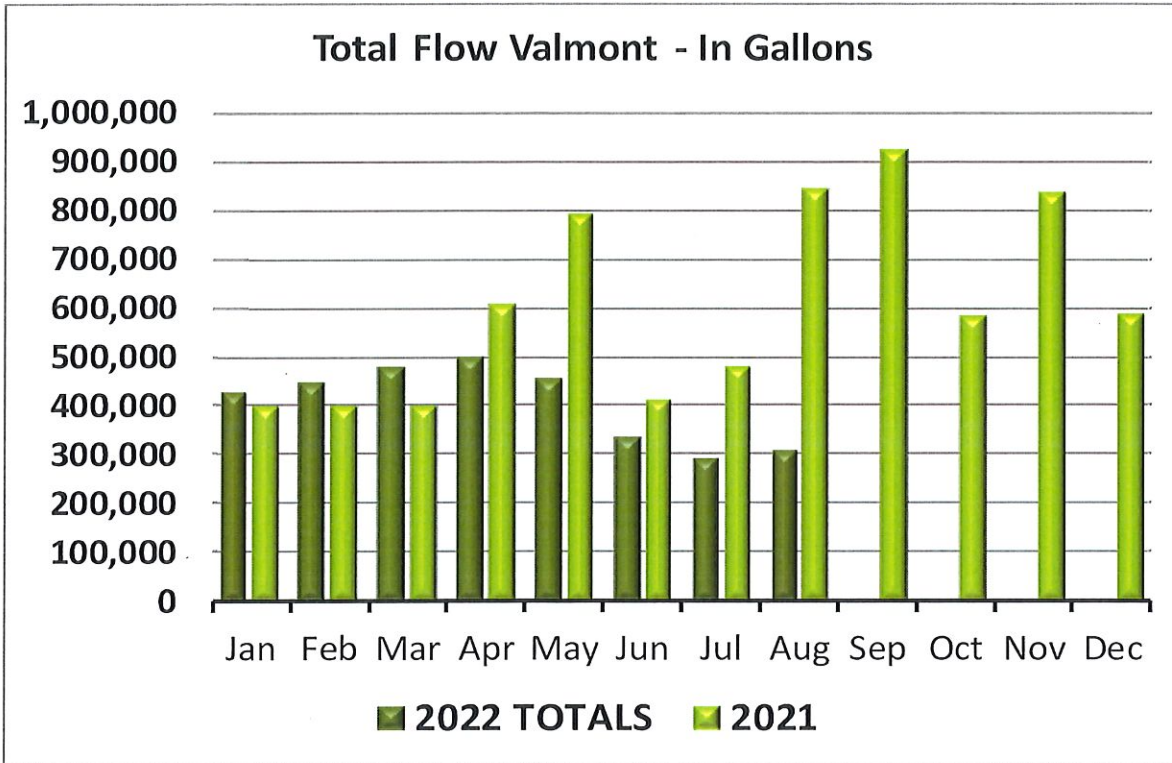
- Lift station #3 in Ginger Woods is being rehabbed. The pumps and parts are ordered. Once the pumps and parts have arrived the work will begin.
- We continue to inspect manholes. No issues have been found this month.
- There were no issues in the collection system this month.
- We were called out on Saturday the 22nd to lift station #2 in Blue Water for a high level. We responded and found no issue. It appears that when lift station #1 pumps into lift station #2 during high flow, the pumps in lift station #2 wet well level raises. We continue to monitor so we can resolve the issue.
- Valmont pumped 308,000 gallons this month.
- All work orders were completed.

		August-22	July-22	August-21
Water				
Total Monthly Pumped Valley	gallons	44,595,000	56,774,000	37,664,000
Daily Average Pumped Valley	gallons	1,438,548	1,892,466	1,214,967
Average Fluoride Residual	mg/L	1.03	0.00	0.09
Fluoride used	lbs	482.40	458.70	415.90
Average Chlorine Residual	mg/L	0.40	0.36	0.13
Chlorine used	lbs	314.80	181.90	193.50
Potassium Permanganate	lbs	1,069.00	1,435.00	970.00
Wastewater				
Effluent Flow				
Total Flow Meigs Street	gallons	8,229,000	10,468,000	9,799,000
Avg Daily Flow Meigs Street	gallons	265,451	348,000	316,096
Total Flow Byarsville	gallons	10,695,000	13,796,000	10,496,000
Avg Daily Flow Byarsville	gallons	345,000	459,000	338,580
Total Flow Valmont	gallons	308,000	290,000	428,780
Avg Daily Flow Valmont	gallons	10,266	9,666	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	0.10
Valhaven (#2) Total Runtime	hours	6.30	6.70	8.10
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	18.60	20.50	27.10
Valley Shores (1) Pump 2 Total Run	hours	15.90	18.90	24.00
Valley Shores (2) Pump 1 Total Run	hours	55.80	73.30	113.80
Valley Shores (2) Pump 2 Total Run	hours	0.00	0.00	119.20
Valley Shores (3) Pump 1 Total Run	hours	8.80	9.10	6.30
Valley Shores (3) Pump 2 Total Run	hours	8.70	29.00	6.10
Regional Pump #1 Total Runtime	hours	0.00	0.00	0.00
Regional Pump #2 Total Runtime	hours	0.00	0.00	0.00
Mallard (1) Pump 1 Total Runtime	hours	12.90	14.00	13.20
Mallard (1) Pump 2 Total Runtime	hours	12.30	13.50	13.30
Mallard (2) Pump 1 Total Runtime	hours	4.60	4.80	6.50
Mallard (2) Pump 2 Total Runtime	hours	4.20	4.60	6.00
Mallard (3) Pump 1 Total Runtime	hours	22.30	38.00	21.30
Mallard (3) Pump 2 Total Runtime	hours	20.50	36.50	11.70
Mallard (4) Pump 1 Total Runtime	hours	16.00	30.50	26.50
Mallard (4) Pump 2 Total Runtime	hours	51.80	36.70	26.70
Bluewater (1) Pump 1 Total Runtime	hours	10.90	12.30	10.00
Bluewater (1) Pump 2 Total Runtime	hours	16.10	18.50	21.00
Bluewater (2) Pump 1 Total Runtime	hours	68.30	110.60	18.90
Bluewater (2) Pump 2 Total Runtime	hours	33.30	34.30	23.60
Bluewater (3) Pump 1 Total Runtime	hours	22.80	19.30	34.20
Bluewater (3) Pump 2 Total Runtime	hours	13.00	15.90	29.00
Bluewater (4) Pump 1 Total Runtime	hours	17.10	14.20	3.80
Bluewater (4) Pump 2 Total Runtime	hours	10.30	138.50	6.20
Bluewater (5) Pump 1 Total Runtime	hours	0.00	0.00	0.00
Bluewater (5) Pump 2 Total Runtime	hours	45.40	67.40	0.00
Bluewater (6) Pump 1 Total Runtime	hours	9.10	11.40	9.90
Bluewater (6) Pump 2 Total Runtime	hours	133.00	271.10	44.30
Bluewater (7) Pump 1 Total Runtime	hours	6.50	6.70	4.60
Bluewater (7) Pump 2 Total Runtime	hours	6.70	6.30	4.60
Ginger Cove (1) Pump 1 Total Runtime	hours	46.30	109.40	37.41
Ginger Cove (1) Pump 2 Total Runtime	hours	43.00	107.50	32.61
Ginger Cove (2) Pump 1 Total Runtime	hours	0.00	0.00	27.90
Ginger Cove (2) Pump 2 Total Runtime	hours	20.40	25.70	68.10
Ginger Cove (3) Pump 1 Total Runtime	hours	0.00	116.50	51.40
Ginger Cove (3) Pump 2 Total Runtime	hours	0.00	0.00	29.80
Ginger Woods (1) Pump 1 Total Runtime	hours	5.90	3.30	2.50
Ginger Woods (1) Pump 2 Total Runtime	hours	5.10	3.40	2.50
Ginger Woods (2) Pump 1 Total Runtime	hours	22.30	22.20	11.19
Ginger Woods (2) Pump 2 Total Runtime	hours	0.00	0.00	11.19
Ginger Woods (3) Pump 1 Total Runtime	hours	56.30	52.50	48.00
Ginger Woods (3) Pump 2 Total Runtime	hours	52.80	51.70	48.00









Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Maintenance Budget	\$27,008.00	\$9,287.00	34%	92%
Total	\$27,008.00	\$9,287.00	34%	100%

AUGUST WORK ORDERS COMPLETED

<u>Date</u> completed	<u>Equipment</u>	<u>Location</u>	<u>Task</u>
8/22/2022	BYERSVILLE LS EMERGENCY GENERATOR	5029 Valley, NE	LS Monthly PM
8/22/2022	COUNTRY AIRE LIFTSTATION	5029 Valley, NE	LS Monthly PM
8/22/2022	COUNTRY AIRE LIFTSTATION	5029 Valley, NE	LS Annual PM
8/19/2022	DAIRY QUEEN LIFTSTATION	5029 Valley, NE	LS Monthly PM
8/19/2022	MALLARD LANDING LIFT STATION 1	5029 Valley, NE	LS Monthly PM
8/19/2022	MALLARD LANDING LIFT STATION 2	5029 Valley, NE	LS Monthly PM
8/18/2022	MALLARD LANDING LIFT STATION 3	5029 Valley, NE	LS Monthly PM
8/18/2022	MALLARD LANDING LIFT STATION 4	5029 Valley, NE	LS Monthly PM
8/18/2022	MEIGS LS EMERGENCY GENERATOR	5029 Valley, NE	LS Monthly PM
8/18/2022	REGIONAL LS EMERGENCY GENERATOR	5029 Valley, NE	LS Monthly PM
8/17/2022	VALHAVEN LIFTSTATION	5029 Valley, NE	LS Monthly PM
8/17/2022	BLUEWATER LIFTSTATION 1	5029 Valley, NE	LS Monthly PM
8/17/2022	BLUEWATER LIFTSTATION 2	5029 Valley, NE	LS Monthly PM
8/17/2022	BLUEWATER LIFTSTATION 3	5029 Valley, NE	LS Monthly PM
8/17/2022	BLUEWATER LIFTSTATION 4	5029 Valley, NE	LS Monthly PM
8/17/2022	BLUEWATER LIFTSTATION 5	5029 Valley, NE	LS Monthly PM
8/16/2022	BLUEWATER LIFTSTATION 6	5029 Valley, NE	LS Monthly PM
8/16/2022	BLUEWATER LIFTSTATION 7	5029 Valley, NE	LS Monthly PM
8/16/2022	GINGER COVE LIFT STATION #1	5029 Valley, NE	LS Monthly PM
8/16/2022	GINGER COVE LIFT STATION #1	5029 Valley, NE	LS Annual PM
8/16/2022	GINGER COVE LIFT STATION #2	5029 Valley, NE	LS Monthly PM
8/10/2022	GINGER COVE LIFT STATION #2	5029 Valley, NE	LS Annual PM
8/10/2022	GINGER COVE LIFT STATION #3	5029 Valley, NE	LS Monthly PM
8/10/2022	GINGER COVE LIFT STATION #3	5029 Valley, NE	LS Annual PM
8/10/2022	GINGER WOODS LIFT STATION #1	5029 Valley, NE	LS Monthly PM
8/10/2022	GINGER WOODS LIFT STATION #1	5029 Valley, NE	LS Annual PM
8/10/2022	GINGER WOODS LIFT STATION #2	5029 Valley, NE	LS Monthly PM
8/10/2022	GINGER WOODS LIFT STATION #2	5029 Valley, NE	LS Annual PM
8/10/2022	GINGER WOODS LIFT STATION #3	5029 Valley, NE	LS Monthly PM
8/10/2022	GINGER WOODS LIFT STATION #3	5029 Valley, NE	LS Annual PM
8/10/2022	INFLUENT GRINDER/BYERSVILLE LS	5029 Valley, NE	Inspection

PeopleService INC.

Water & Wastewater Professionals

8/3/2022	INFLUENT GRINDER/ MEIGS ST LS	5029 Valley, NE	Inspection
8/2/2022	MEIGS ST & BYERSVILLE LS PUMPS	5029 Valley, NE	Service Equipment
8/3/2022	LIFT STATION #1-VALLEY,NE SYST	5029 Valley, NE	LS Monthly PM
8/3/2022	VALLEY SHORES LIFT STATION 1	5029 Valley, NE	LS Monthly PM
8/3/2022	VALLEY SHORES LIFT STATION 2	5029 Valley, NE	LS Monthly PM
8/3/2022	VALLEY SHORES LIFT STATION 3	5029 Valley, NE	LS Monthly PM
8/2/2022	VALMONT LIFT STATION	5029 Valley, NE	LS Monthly PM
8/2/2022	AIR COMPRESSOR	6029 Valley, NE	Inspection
8/2/2022	PORTABLE GAS MONITOR	6029 Valley, NE	Calibrate Equipment
8/2/2022	FIRE EXTINGUISHERS	6029 Valley, NE	Inspection

DAILY RECORDS**August 2022**

		This month	Last month	Last year
LIBRARY VISITS:				
	Adults	349	288	310
	Children	579	667	437
Computers	Adults	44	36	16
	Children	19	32	2
Fax/Copies		24	21	29

Reference transactions (indicate nature of question)

Locating Library Materials 40, Readers' Advisory 23, Account info and renewals 19 Technology Assistance 48, Local Info 12 General Info 90.

	Total	232	210	105
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PROGRAM ATTENDANCE:

	Adults	32	37	40
8/6 Knitting – 8; 8/13 Knitting – 6; 8/15 Book Club – 6; 8/20 Knitting – 4; 8/25 Strategic Planning Meeting – 3; 8/27 Knitting – 5				
	Teens	0	2	0
	Children	405	474	282
8/13 Valley Days – 94; 8/16 DC West Open House – 266; 8/19 LEGO Club – 11; 8/23 Tween Tuesday – 6; 8/26 LEGO Club – 19				
	Pre-K	0	15	23
	Total	437	528	345

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

Valley 11, other DC 0, Non DC 1

Total	12	12	3
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Volunteers/hours	0/0	0/0	0/0
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MATERIALS CHECKED OUT:

Adult	920	762	265
Children	1156	1475	337
Overdrive	251	266	199

September 2022
Re-appointment

City Council						
						4 year term, 4 members
Member	Cell Phone	Email	Mailing Address	Original Appointment	Term Expires	Comments
Cindy Grove	402-598-1169	mayor@valleyne.org	PO Box 18	12/2020	12/2024	
Mike Stanzel	402-672-9084	mstanzel@valleyne.org	400 W Valley St	12/2018	12/2022	President
Bryon Ueckert	402-490-5926	bueckert@valleyne.org		12/2018	12/2024	
Linda Lewis	402-459-6322	llewis@valleyne.org		12/2020	12/2022	
Chris TenEyck	402-936-4276	cteneyck@valleyne.org		12/2020	12/2024	

Planning Commission						
						3 year term, 9 members
Member	Cell Phone	Email	Mailing Address	Original Appointment	Term Expires	Comments
Larry Bottger	402-658-8144	lbottger@valleyne.org	305 S Park St	10/1984	02/2024	Chairman
Scott Burke	402-490-4508	sburke@valleyne.org	7711 N 281st St	8/2017	5/2025	
Gregg Kava	402-676-7105	gkava@valleyne.org	5405 n. 284 Cr	4/1994	4/2024	
Jim Tomanek	402-490-3492	jtomanek@valleyne.org	7402 N. 281 Av	9/2020	5/2025	
Mark Conrey	402-630-5845	mconrey@valleyne.org	8108 N 279th St	2/2011	2/2023	
Brian Foutch	402-660-2171	bfoutch@valleyne.org	702 N Spruce St	7/2001	7/2025	
Joe Lathrop	402-660-0745	jlathrop@valleyne.org	PO Box 630		4/2023	
Duane Prorok	402-359-2594	dprorok@valleyne.org	160 Ginger Cove Rd	1/1980	5/2025	
Greg Sunde	402-670-9073	gsunde@valleyne.org	7980 N 264th St	7/2003	7/2024	
Ron King	402-359-5379	kingrp@aol.com	PO Box 611	1/2020	7/1977	Alternate

Board of Adjustment						
						3 year term, 5 members
Member	Cell Phone	Email	Mailing Address	Original Appointment	Term Expires	Comments
Cal Peacock	402-909-2916	calpeacock@cox.net	509 W Valley St	05/2020	6/2025	Chairman
Larry Bottger	402-658-8144	lbottger@valleyne.org	305 S Park St	04/2001	04/2025	
Chris Ott	402-677-1482	cott@firstnebraska.bank	7907 N 281st St	6/2018	6/1/2024	
Mike Stratman	402-690-3690	stratmandew@gmail.com	29353 Ida St	12/2005	12/1/2023	
Steve Goldapp	402-639-7429	stevegoldapp@gmail.com	5820 N. 279 Cir	2/1/2021	2/1/2024	
Chris Poore	402-630-4371		1106 S East St	07/2006	07/2024	Alternate

Board of Appeals						
						5 year term, 3 members
Member	Cell Phone	Email	Mailing Address	Original Appointment	Term Expires	Comments
Brian Foutch	402-660-2171	bfoutch@valleyne.org	702 N Spruce St	6/2004	6/2023	Chairman
Greg Sunde	402-670-9073	gsunde@valleyne.org	7980 N 264th St	6/2004	6/2023	
Larry Bottger	402-658-8144	lbottger@valleyne.org	305 S Park St	6/2004	6/2023	
Phil Ward	402-669-2249		26625 W Maple Rd	6/2004	6/2023	Alternate
Michael Burns	402690-0501	mburns@valleyne.org				Ex Officio Member

Library Board						
						4 year term, 5 members
Member	Cell Phone	Email	Mailing Address	Original Appointment	Term Expires	Comments
Moria Winters	402-943-8823	moriawinters@gmail.com	309 E Gardiner St	2/2022	02/2026	
Kyle Held	712-389-5139		111 W Vass St	05/2017	04/2025	
Teresa Mejskrik	402-679-9791		142 Ginger Cove Rd	01/2017	04/2024	
Theresa Samson	402-672-4598		117 W Whittingham St	09/2018	02/2024	
Jim Musson	402-763-8539		PO Box 281	09/2018	09/2022	✓ 09/2026

Cemetery Board						
						3 year term, 6 members
Member	Cell Phone	Email	Mailing Address	Original Appointment	Term Expires	Comments
Dean Slader	H: 402-359-2650 C: 402-709-8818	dgslder@cox.net	614 S East St	04/2005	04/2023	Chairman
Betty Wilmer	402-630-5828	bwilmer@cox.net	PO Box 5	02/2003	05/2024	
Krista Lewis	402-650-7486	skiddyk@msn.com	1107 S. East St	06/2022	06/2025	

**Special Designated License
Local Recommendation (Form 200)**
Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Veterans of Foreign Wars Post 09897

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

111 E Front Street, PO Box 574, Valley, NE 68064-0574

Retail Liquor License Address or Non-Profit Business Address

36-3576445

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

01/21/23

Event Date(s):

Event Start Time(s):

12:00 p.m.

Event End Time(s):

12:00 a.m.

Alternate Date:

Alternate Location Building & Address:

Event Building Name: Valley Veteran's Club

Event Street Address/City: 111 E Front Street, Valley, NE 68064

Indoor area to be licensed in length & width: 120 X 150

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

Type of Event: _____ **Estimate # of attendees:** _____

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

Event Contact Name: Gary Wasserburger **Event Contact Phone Number:** 402-681-1402

Event Contact Email: egwasser@cox.net

***Signature Authorized Representative:** E. Wasserburger **Printed Name** Gary Wasserburger

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

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

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

Local Governing Body completes below:

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

09/13/2022

Local Governing Body Authorized Signature

Date

**Special Designated License
Local Recommendation (Form 200)**
Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Veterans of Foreign Wars Post 09897

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

111 E Front Street, PO Box 574, Valley, NE 68064-0574

Retail Liquor License Address or Non-Profit Business Address

36-3576445

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 02/18/23

Event Date(s):

12:00 p.m.

Event Start Time(s):

12:00 a.m.

Event End Time(s):

Alternate Date:

Alternate Location Building & Address:

Event Building Name: Valley Veteran's Club

Event Street Address/City: 111 E Front Street, Valley, NE 68064

Indoor area to be licensed in length & width: 120 x 150

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

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Event Contact Email: egwasser@cox.net

***Signature Authorized Representative:**  **Printed Name** Gary Wasserburger

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09/13/2022

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Date

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111 E Front Street, PO Box 574, Valley, NE 68064-0574

Retail Liquor License Address or Non-Profit Business Address

36-3576445

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 03/18/23

Event Date(s):

Event Start Time(s): 12:00 p.m.

Event End Time(s): 12:00 a.m.

Alternate Date:

Alternate Location Building & Address:

Event Building Name: Valley Veteran's Club

Event Street Address/City: 111 E Front Street, Valley, NE 68064

Indoor area to be licensed in length & width: 120 X 150

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Event Contact Email: egwasser@cox.net

*Signature Authorized Representative:  Printed Name Gary Wasserburger

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09/13/2022

Local Governing Body Authorized Signature

Date

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Veterans of Foreign Wars Post 09897

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111 E Front Street, PO Box 574, Valley, NE 68064-0574

Retail Liquor License Address or Non-Profit Business Address

36-3576445

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 04/15/23

Event Date(s): _____

Event Start Time(s): 12:00 p.m. _____

Event End Time(s): 12:00 a.m. _____

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: Valley Veteran's Club

Event Street Address/City: 111 E Front Street, Valley, NE 68064

Indoor area to be licensed in length & width: 120 X 150

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Event Contact Email: egwasser@cox.net

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09/13/2022

Local Governing Body Authorized Signature

Date

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36-3576445

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 05/20/23

Event Date(s):

Event Start Time(s): 12:00 p.m.

Event End Time(s): 12:00 a.m.

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: Valley Veteran's Club

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09/13/2022

Local Governing Body Authorized Signature

Date

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36-3576445

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 06/17/23

Event Date(s):

Event Start Time(s): 12:00 p.m.

Event End Time(s): 12:00 a.m.

Alternate Date:

Alternate Location Building & Address:

Event Building Name: Valley Veteran's Club

Event Street Address/City: 111 E Front Street, Valley, NE 68064

Indoor area to be licensed in length & width: 120 X 150

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Local Governing Body completes below:

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09/13/2022

Local Governing Body Authorized Signature

Date



CITY OF VALLEY
VALLEY PLANNING COMMISSION

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

Aug. 16, 2022

Valley City Hall

4:30pm

Members present: Larry Bottger Chairman, Joe Lathrop, Mark Conrey, Greg Sundae, Scott Burke, Jim Tomanek

Members absent: Duane Prorok, Brian Foutch, Greg Kava

City Representatives Present: Mayor Cindy Grove, City Administrator Jeremy Marshall

Item 1: CALL TO ORDER

Item 2: PROOF OF PUBLICATION

PUBLIC HEARINGS

Item 3.A Conditional Use Permit-Lot 8 Falcon Business Park, 7304 N. West St. Outdoor storage for a hardware store.

Tanner Hackel, General Contractor for developer Stephen LeGrand spoke to the Planning Commission. Hackel explained the configuration of the store on the lot, the business will have a front awning that will be used to display sale items, this inventory will change with the season. This will be a 18,000 square foot store. An outdoor Garden Center is also planned that will have a 6-foot screened fence. Currently the steel building will have 50% brick front and 25% brick sides.

After discussion with the Planning Commission regarding traffic flow it was moved by Lathrop to grant the Conditional Use Permit.

Second by Sunde

Motion Carried

Item 3.B Final Plat-Still Water Lake, Lots 1-23 inclusive and Outlots A & B

John Coolidge, Engineer for the Hampton Group spoke to the Planning Commission. Developer Bob Hampton was also present.

Coolidge explained Phase 1 will be on Lots 1 thru 23, consisting of single-family homes, duplexes and triplexes, 21 residential lots and 2 commercial lots.

A letter from Eagle Engineering Group, representing the City of Valley was given to the commission members. Jake Zimmer was present from Eagle Engineering for questions.

The Planning Commission discussed drainage issues that has been noted in previous meeting. Coolidge and Zimmer both agree that the lake will serve as a retention pond when an excess amount of rain occurs in the area. If the lake fills, drainage to the east has been planned for. The majority of the lake depth will be 9 feet. Both Coolidge and Hampton have no issues with the review comments outlined by Eagle Engineer Group

It was moved by Lathrop to accept the Final Plat for Still Water Lake.

Second by Bottger

Motion Carried.

ADJOURNMENT

Motion by Sunde to adjourn

Second by Conrey

Motion Carried



Joe Lathrop

Secretary

Valley Cemetery Board
Valley City Hall
September 8, 2022
6:30 PM



Present: Dean Slader, Kurt Muhle, Gerri Nordell, Betty Willmer, Everett Lerew, and Krista Skidmore-Lewis

Meeting called to order a 6:30 P.M.

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

Dean stated we have a quorum.

No Corrections to minutes. Minutes approved by Kurt and seconded by Gerri. All in favor. Motion carried.

Old business:

Dean read letter to city from Robert Johnson family about repairing head stone and stated that it can not be done.

Gerri had list of topics that need to be addressed.

Snide property: Letter sent by city to Mr. Marshall and Rune (Van Den Bougart). Rune and Marshall met with Mr. Snide and he wants permit to repair barn to store items from the house. He has yet to come to get a permit from building inspector.

New Business:

Betty asked that we discuss someone to take over the secretary job. Kurt nominated Krista. Gerri seconded. All in favor.

Gerri stated that Friends of the Library had bought supplies for protecting info prepared for genealogy on people interred in cemetery.

Dean brought up that we need to find members that can measure plots for burial and finding present grave sites.

Motion for next meeting to be 11/17/2022 at 6:30 by Gerri and 2nd by Ktista.

Meeting adjourned.

Secretary

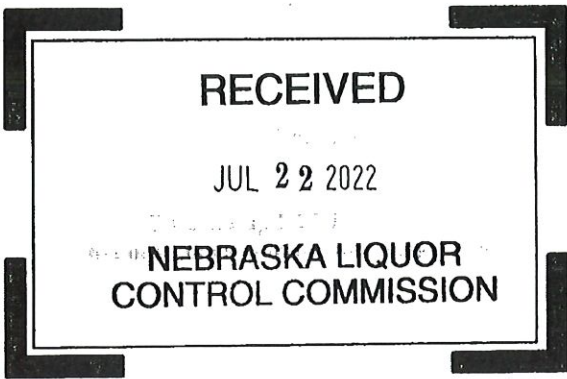
Betty Willmer

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License
Class: D

License Number:
125126



Office Use Only

NEW/ REPLACING Hot List Yes No

TOP Yes No

Initial: KF

PLEASE READ CAREFULLY

See directions on the next page. Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

APPLICANT NAME Valley Petroleum, LLC

TRADE (DBA) NAME NP mart 18

PREVIOUS TRADE (DBA) NAME N/A

CONTACT NAME AND PHONE NUMBER Arshad Nazir 414-916-9300

CONTACT EMAIL ADDRESS ranaarshadwi@yahoo.com

Crum n x
medinfo

Purchase Agree

Office use only

PAYMENT TYPE CR 11660

AMOUNT \$400 RCPT

RECEIVED: 7/22/22

DATE DEPOSITED _____



FORM 100
REV 1/10/2022
PAGE 1



DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
 - Individual License (Form 104)
 - Partnership License (Form 105)
 - Corporate License (Form 101 & Form 103)
 - Limited Liability Company (LLC) (Form 102 & Form 103)
Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
 - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
 - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
 - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
 - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY**
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES _____ NO _____
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
- F BOTTLE CLUB,
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES _____ NO _____
- J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
- Class G Growler endorsement (Submit Form 165) – Class C licenses only

**Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES _____ NO

ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Name Sean Kelley Phone Number 402-397-1898
Firm Name Kelley Plucker, LLC
Email address sean@kelleyplucker.com/nikki@kelleyplucker.com
Should we contact you with any questions on the application? YES NO _____

WCONNER1987@outlook.com

PREMISES INFORMATION

Trade Name (doing business as) NP Mart 18

Street Address 310 E Reichmuth Rd

City Valley County Douglas Zip Code 68004

+2829

† Premises Telephone number TBD

Business e-mail address ranaarshadiwi@yahoo.com

Is this location inside the city/village corporate limits YES NO

MAILING ADDRESS (where you want to receive mail from the Commission)

Check if same as premises

Name Valley Petroleum, LLC

Street Address 3024 Ames Ave

City Omaha State NE Zip Code 68111

+2459

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED.

DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS

PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)

INDICATE THE DIRECTION OF NORTH

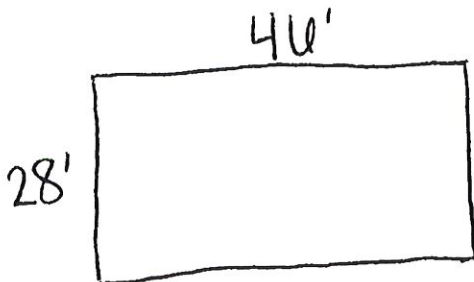
Building length 28' x width 46' in feet

Is there a basement? Yes No If yes, length _____ x width _____ in feet

Is there an outdoor area? Yes No If yes, length _____ x width _____ in feet

Number of floors of the building 1

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



one story building
approx. 28' x 46'

22

APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Arshad Nazir	12/2014	Omaha NE	speeding	fine
	11/2016	Omaha NE	speeding	fine
	5/2017	Omaha NE	speeding	fine
	3/2019	Omaha NE	improper lane change	fine
Nabila Arshad	9/2019	Omaha NE	speeding	fine

2. Was this premise licensed as liquor licensed business within the last two (2) years?

YES NO

If yes, provide business name and license number _____

3. Are you buying the business of a current retail liquor license?

YES NO

If yes, give name of business and liquor license number _____

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

YES NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

- a) Submit a copy of the business purchase agreement _____
- b) Include a list of alcohol being purchased, list the name brand, container size and how many _____
- c) Submit a list of the furniture, fixtures and equipment _____

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

YES NO

If yes, list the lender(s) American National Bank

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

YES NO

If yes, explain. (all involved persons must be disclosed on application)

No silent partners 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

YES NO

If yes, list such item(s) and the owner. _____

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

YES NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

American National Bank a) Arshad Nazir

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

see attached

License Holder	Location	License Number
Rana Petroleum, LLC	Omaha NE	121104
MSM Petroleum, LLC	Omaha NE	106718
Rana Property, LLC	Omaha NE	122216
MS Petroleum, LLC	Omaha NE	122146
Mukarab Petroleum, LLC	Omaha NE	123735
Mailka Petroleum, LLC	Omaha NE	123827
JR Convenience, LLC	Omaha NE	123317
Mekal Petroleum, LLC	Wahoo NE	122944
Shemaz Petroleum, LLC	Lincoln NE	123318
Shahmeer Petroleum, LLC	Omaha NE	124426
Rahama Petroleum, LLC	Omaha NE	124721
23rd Street Petroleum, LLC	Fremont NE	125011
Bell Street Petroleum, LLC	Fremont NE	125012
Nebraska City Petroleum, LLC	Nebraska City NE	125013
Arlington Petroleum, LLC	Arlington NE	

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Arshad Nazir/ owner	2015 present	NP Mart Locations - Omaha, Wahoo, Lincoln, Fremont, NE City

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

Documents must be in the name of applicant as owner or lessee

Lease expiration date _____
 Deed _____
 Purchase Agreement _____

14. When do you intend to open for business? upon issuance of license

15. What will be the main nature of business? Convenience store & gas station

16. What are the anticipated hours of operation? 24 hours

17. List the principal residence(s) for the past 10 years for ALL persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Papillion, NE	2019	2022	same ↓		
Omaha, NE	2015	2019			
Lincoln, NE	2012	2015			
Milwaukee, WI	2011	2012			

If necessary, attach a separate sheet

PERSONAL OATH AND CONSENT OF INVESTIGATION

SIGNATURE PAGE -

PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Must be signed by all applicant(s) and spouse(s) owning more than 25% in the presence of a notary public (YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)

Arshad Nazir

Signature of **APPLICANT**
(Do not sign until in the presence of the Notary Public)

ARSHAD NAZIR

Printed Name of **APPLICANT**

State of Nebraska, County of Douglas

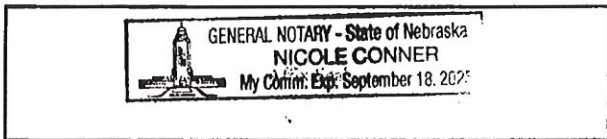
The foregoing instrument was acknowledged before me this

7-5-22

(Date)

By Arshad Nazir
Name of person(s) signing document in front of Notary

Nicole Gonner
Notary Public Signature



Nabila Arshad

Signature of **SPOUSE**
(Do not sign until in the presence of the Notary Public)

NABILA ARSHAD

Printed Name of **SPOUSE**

State of Nebraska, County of Douglas

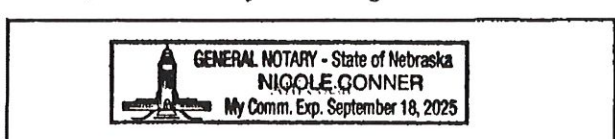
The foregoing instrument was acknowledged before me this

7-5-22

(Date)

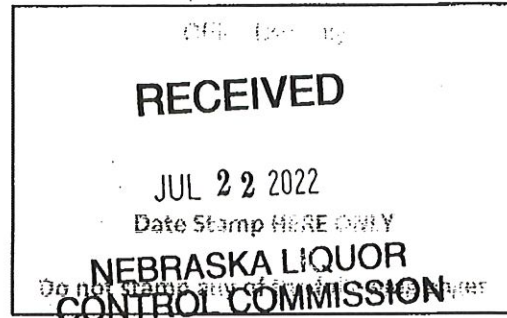
By Nabila Arshad
Name of person(s) signing document in front of Notary

Nicole Gonner
Notary Public Signature



**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

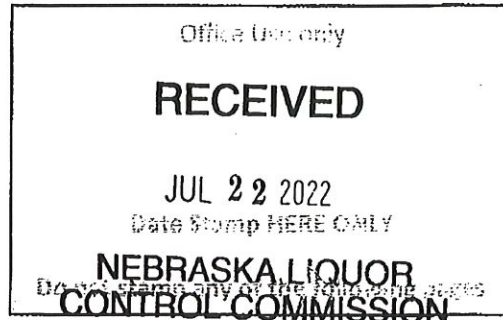
****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name NP Mart 18
Name of Person Being Fingerprinted: Arshad Nazir
Date of Birth: [REDACTED] Last 4 SSN: 3990
Date fingerprints were taken: 5-17-21
Location where fingerprints were taken: NSP
How was payment made to NSP?
 NSP PAYPORT CASH CHECK SENT TO NSP CK # _____
My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

AJ
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name NP Mart 18

Name of Person Being Fingerprinted: Nabila Arshad

Date of Birth: [REDACTED] Last 4 SSN: 2492

Date fingerprints were taken: 5-17-21

Location where fingerprints were taken: NSP

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

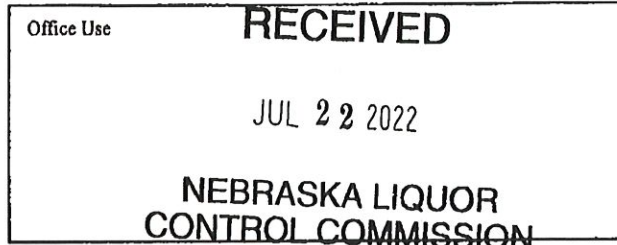
My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Nabila Arshad

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: Arshad Nazir

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

Valley Petroleum, LLC

LLC Address: 3024 Ames Ave

City: Omaha State: NE Zip Code: 68111

LLC Phone Number: 414-916-9300 LLC Fax Number: +2459

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Nazir First Name: Arshad MI: _____

Home Address: 7906 Shadow Lake Dr. City: Papillion

State: NE Zip Code: 68046 +4602 Home Phone Number: 414-916-9300

Arshad Nazir

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of Douglas

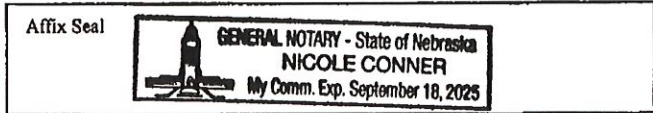
The foregoing instrument was acknowledged before me this

7-5-22

by Arshad Nazir

Date
Nicole Conner

name of person acknowledge



List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Nazir First Name: Arshad MI: _____
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Spouse Full Name (indicate N/A if single): Nabila Arshad
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Percentage of member ownership 100%

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____
Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____
Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____
Percentage of member ownership _____

Is the applying Limited Liability Company controlled by another corporation/company?

YES

NO

If yes, provide the following:

- 1) Name of corporation _____
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. _____

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

Nebraska Secretary of State

VALLEY PETROLEUM, LLC

Fri Jul 22 15:20:27 2022

SOS Account Number

2206133497

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

ARSHAD NAZIR

3024 AMES AVENUE

OMAHA, NE 68111

Designated Office Address

3024 AMES AVENUE

OMAHA, NE 68111

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Jun 15 2022

Next Report Due Date

Jan 01 2023

Filed Documents

Filed documents for VALLEY PETROLEUM, LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	Jun 15 2022	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation

\$6.50

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

[Purchase Now](#)

Document

NE Sec of State - Robert B. Eynon
Filing Document #: 9000776164 Pages: 1
Corporation Name: VALLEY PETROLEUM, LLC
Filing Date and Time: 06/15/2022 08:53 AM

Certificate of Organization

Name of Business-

Valley Petroleum, LLC

Designated Office-

3024 Ames Avenue Omaha, Nebraska, 68111

Principal Office-

3024 Ames Avenue Omaha, Nebraska, 68111

Name and Address of Agent-

Arshad Nazir

3024 Ames Avenue Omaha, Nebraska, 68111

Contact Telephone Number: 414-916-9300

Nature of Business: Convenience Store

Signatures



Arshad Nazir

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the
State of Nebraska, do hereby certify that

VALLEY PETROLEUM, LLC

was duly formed under the laws of Nebraska on June 15, 2022;

all fees, taxes, and penalties due under the Nebraska Uniform Limited
Liability Company Act or other law to the Secretary of State have been paid;

the Company's most recent biennial report required by section 21-125 has
been filed by the Secretary of State;

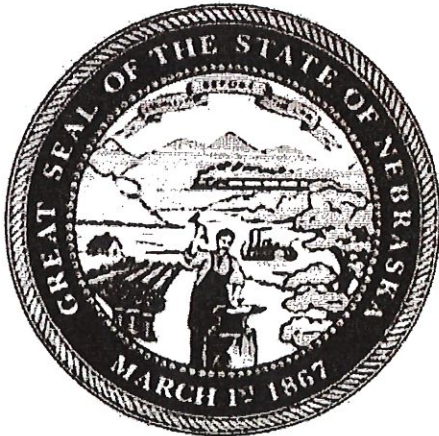
the Secretary of State has not administratively dissolved the company;

the Company has not delivered to the Secretary of State for filing a Statement
of Dissolution;

a Statement of Termination has not been filed by the Secretary of State.

*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,



I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of

June 28, 2022

A handwritten signature in black ink, appearing to read "Robert B. Evnen".

Secretary of State

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

RECEIVED

JUL 22 2022

**NEBRASKA LIQUOR
CONTROL COMMISSION**

FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED

MANAGER MUST:

- Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who **will not** participate in the business, **spouse must:**

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who **will** participate in the business, the **spouse must:**

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required

BARCODE

MANAGER APPLICATION
INSERT - FORM 3c

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
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Website: www.lcc.nebraska.gov

Office Use
RECEIVED
JUL 22 2022
NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

~~Corporation/LLC information~~

Name of Corporation/LLC: Valley Petroleum, LLC

~~Premise information~~

Liquor License Number: _____ Class Type _____ (if new application leave blank)

Premise Trade Name/DBA: NP mart 18

Premise Street Address: 310 E Reichmuth Rd

City: Valley County: Douglas Zip Code: 68004
+2829

X Premise Phone Number: TBD

Premise Email address: ranadarshadwi@yahoo.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.

A →

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Gordon First Name: Anne MI: F
Home Address: 3907 N 127th Ave
City: Omaha County: Douglas Zip Code: 68104
Home Phone Number: 402-210-8949 +2508
Driver's License Number & State: [REDACTED] NE
Social Security Number: [REDACTED]
Date Of Birth: [REDACTED] Place Of Birth: Omaha, NE
Email address: petro.mart@yahoo.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES

NO

** spouse*

Spouse's information

Spouses Last Name: Gordon First Name: William MI: H
Social Security Number: [REDACTED]
Driver's License Number & State: [REDACTED] NE
Date Of Birth: [REDACTED] Place Of Birth: Omaha, NE

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS
APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
<u>Omaha, NE</u>	<u>2011</u>	<u>2022</u>	<u>same</u>		

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2015	2022	NP Mart	Arshad Nazir	414-911-9300
2008	2015	Howells Service	Gary Olson	402-451-1651

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Anne Gordon	5/2016	Omaha NE	improper turn	fine
	5/2018	Council Bluffs IA	running red light	fine
William Gordon	7/2003	Omaha NE	domestic child neglect	probation

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

NP Mart locations & Chubb's

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Anne Gordon / Manager	2015 present	NP Mart - Omaha, NE Wahod, NE Lincoln, NE
	2020 present	Chubbs - Omaha, NE

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Anne Gordon
Signature of Manager Applicant

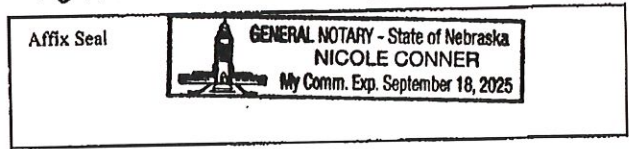
William Gordon
Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Douglas The foregoing instrument was acknowledged before me this

7-5-22 date by Anne Gordon and William Gordon
NAME OF PERSON BEING ACKNOWLEDGED

Nicole Conner
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use **RECEIVED**

JUL 22 2022

NEBRASKA LIQUOR
CONTROL COMMISSION

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

William Gordon
Signature of **NON-PARTICIPATING SPOUSE**
William Gordon
Print Name

Anne Gordon
Signature of **APPLICANT**
Anne Gordon
Print Name

State of Nebraska, County of Douglas

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me
this 7-5-22 (date)

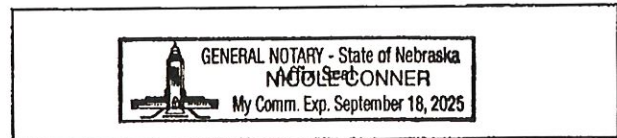
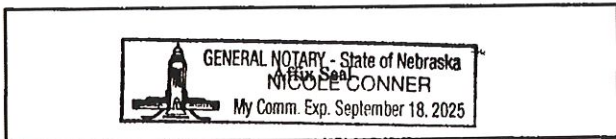
The foregoing instrument was acknowledged before me
this 7-5-22 (date)

by William Gordon
Name of person acknowledged
(Individual signing document)

by Anne Gordon
Name of person acknowledged
(Individual signing document)

Nicole Conner
Notary Public Signature

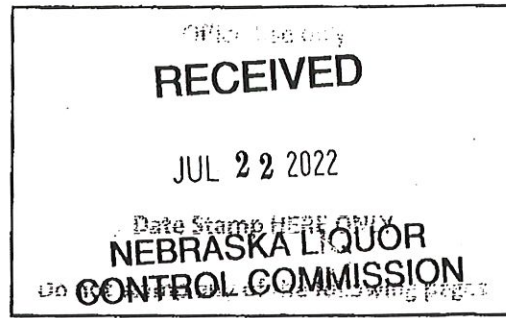
Nicole Conner
Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name NIP Mart 18

Name of Person Being Fingerprinted: Anne Gordon

Date of Birth: [REDACTED] Last 4 SSN: 9310

Date fingerprints were taken: 5-12-21

Location where fingerprints were taken: NSP

How was payment made to NSP?
 NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Anne Gordon

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



[Back to Lookup](#) / [Registrant Detail](#)

Anne F Gordon

Political Party
Democratic

Precinct
02-25

Election Details

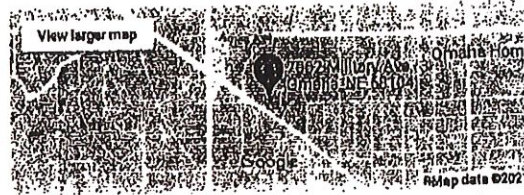
05/11/2021 Omaha City General

We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

Polling Location

Benson Park Pavillon

7002 Military Avenue Omaha, NE 68104



Ballot Styles

066

Districts

Show

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BUSINESS PLAN
FOR
VALLEY PETROLEUM, LLC

The applicant, VALLEY PETROLEUM, LLC will operate as a convenience store and gas station. Additionally, the business plans to have managerial supervision during all open hours. Finally, sufficient staff will be a constant requirement.

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement"), dated as of 7/5/2022 1 6:33 AM PST, 2022 ("Effective Date"), between CCC REAL ESTATE HOLDING CO., LLC, a Delaware limited liability company ("Seller") and VALLEY PETROLEUM, LLC, a Nebraska limited liability company ("Buyer").

RECITALS:

This Agreement is made with reference to the following facts and objectives:

- (a) Seller is the owner of a commercial building located at 310 E. Reichmuth Road, Valley, Nebraska, and certain personal property located therein (the "Property") located on that real estate described on Exhibit A attached hereto.
- (b) Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller.

AGREEMENT:

NOW THEREFORE, in order to consummate the desires of the parties set forth in the foregoing recitals which are made a contractual part of this Agreement and in consideration of the mutual agreements, provisions and covenants herein contained, the parties hereby agree as follows:

1. Property. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase and take from Seller, upon the terms and conditions hereinafter set forth, the Property together with all of the Improvements, rights, privileges and appurtenances thereunto belonging, if any. Said personal property will be transferred by a separate Bill of Sale on the date Buyer takes possession of the Property.

2. Purchase Price. Buyer agrees to pay as the Purchase Price for the Property the sum \$185,000.00 on the following terms:

- (a) The sum of \$5,000.00 earnest money (the "Deposit"), which shall be deposited with Nebraska Title Company ("Escrow Company") within two (2) days after acceptance of this Agreement.
- (b) The remaining balance of the Purchase Price, subject to closing adjustments and prorations and after crediting the Deposit, shall be paid cash or other readily available funds at Closing, as provided in Section 7, below.

3. Acceptance of Agreement. Buyer's signature hereon constitutes an offer to purchase the Property upon the terms and conditions hereof. Unless acceptance hereof is

executed by Seller and the duly executed counterpart delivered to Buyer either in person or by depositing in U.S. Mail or by email, on or before June ____, 2022, at 5:00 P.M., this offer shall be deemed revoked.

4. Applicable Conditions. This Agreement is subject to completion of each and every one of the following conditions in favor of the Buyer:

4.1 Financing. Financing on such terms and conditions as Buyer determines appropriate in its sole discretion. Buyer will complete its loan application and submit such loan application within ten (10) days after the Effective Date of this Agreement. The loan will be submitted to Five Points Bank and if such loan is not approved on or before sixty (60) days after the Effective Date, Buyer shall have the right to terminate this Agreement or waive such financing condition by written notice to Seller. In the event Buyer elects to terminate this Agreement, Buyer shall be entitled to a refund of the Deposit and the parties shall be discharged from all further obligation or liability under this Agreement. Should Buyer be unable to secure financing through Five Points Bank within the timeframe mentioned above, Seller will have the right to terminate this Agreement, in which case the Buyer shall be entitled to a refund of the Deposit and the parties shall be discharged from further obligations relating to this Agreement.

4.2 Title Insurance. Buyer shall, within twenty (20) days after the Effective Date, obtain a title insurance commitment from Escrow Company for an ALTA owner's policy in the full amount of the Purchase Price and a title insurance commitment for an ALTA lender's policy in the full amount of Buyer's loan from Five Points Bank both from Nebraska Title Company, which shall show good and marketable fee simple title to the Real Property in Seller, subject only to the Permitted Exceptions as defined below. Buyer shall have ten (10) days following receipt of the title insurance commitment to give written notice to Seller of any defects in title, which render title unmarketable, otherwise Buyer shall be deemed to have approved title to the Real Property. Any matters not objected to shall become Permitted Exceptions. Seller shall have until Closing, or such additional time as Buyer may allow at its discretion, to cure any defects causing title to be less than marketable and, if not cured in such time, Buyer shall have the right to terminate this Agreement or waive such condition by written notice to Seller. In the event Buyer elects to terminate this Agreement or Seller cannot cure any defects, which shall also allow Seller to terminate this Agreement, Buyer shall be entitled to a refund of the Deposit and the parties shall be discharged from all further obligation or liability under this Agreement.

4.3 Survey. Buyer shall, within thirty (30) days after the Effective Date, obtain a survey of the Real Property (the "Survey"), at Buyer's expense, prepared and certified by a competent, duly licensed land surveyor, which Survey shall show the Real Property free from any material defects, discrepancies or conflicts in boundary lines and encroachments. The Survey shall be an ALTA survey showing, inter alia, all boundaries, improvements, encroachments, easements, roadways, rights-of-way and rights of access

to public streets. If the Survey discloses any such discrepancies, conflicts, defects or encroachments, Buyer shall have the right to require Seller to cure the same in like manner as provided in Section 4.2 which will be done prior to closing. If Seller cannot cure such discrepancies, conflicts, defects or encroachments, Seller shall have the right to terminate this Agreement and Buyer shall be entitled to a refund of the Deposit and the parties shall be discharged from all further obligations or liability under this Agreement.

4.4 Phase I Environmental Site Assessment. Buyer may within forty-five (45) days after the Effective Date obtain a copy of a Phase I Environmental Site Assessment of the Real Property (the "ESA"), at Buyer's expense, prepared according to the current ASTM Standard E1527. "Hazardous Substances" shall mean hazardous substances as defined under the Comprehensive Environmental Response Cost and Liability Act and any state law equivalent, and petroleum products, asbestos, and pollutants or contaminants. "Regulated Substances" are those which are regulated to any extent by any applicable federal or state regulation. Buyer shall notify Seller within five (5) days of receipt of said ESA, if the ESA discloses the potential of any contamination of the Property by the existence of any Hazardous Substances or Regulated Substances, or if the ESA recommends further testing or investigation. If the ESA recommends further testing or investigation, Buyer shall obtain, at Buyer's expense, a report following the completion of soil and groundwater testing of the Property. If such testing report discloses the existence of any Hazardous Substances or Regulated Substances, Buyer shall have five (5) days after the receipt of the report to notify Seller of the results of said further testing. Seller shall have no liability to Buyer for any Hazardous Substances or Regulated Substances. Seller shall have no obligation to Buyer for the costs associated with the remediation of any Hazardous Substances or Regulated Substances. In the event that said testing recommends the remediation of any Hazardous Substances or Regulated Substances, Buyer shall have the right to terminate this Agreement, in which case, Buyer shall be entitled to a refund of the Deposit and the parties shall be discharged from further obligations relating to this Agreement.

4.5 Fuel Tanks. Buyer, at its expense, may within thirty (30) days after the Effective Date perform the following tests:

1. Fuel lines leak test
2. Tank leak and tightness test
3. Cathodic protection test (if tanks are steel)

If any of items 1, 2 and 3 above are found to not be in compliance with regulations, Seller shall have the option to bring such items into compliance. If Seller fails to do so within thirty (30) days of receiving notice of such non-compliance, Buyer shall have the right to terminate this Agreement in which case the Buyer shall be entitled to a refund of the Deposit and neither party shall have any further obligations or liability under this Agreement. Furthermore, to the extent that Buyer damages or disturbs any of the Seller's

Property in the performance of the tests referenced in Items 1, 2, and 3 above, the Buyer shall reimburse Seller for the cost of such repairs.

4.6 Inspection. The approval by the Buyer in its sole discretion of the condition of the Property. Buyer, at Buyer's expense, may cause an inspection to be made ("Inspection") within thirty (30) days after the execution of said Agreement. If Buyer is not satisfied with the results of said Inspection, Buyer shall have the option to: (1) terminate this Agreement upon written notice to the Seller within ten (10) days after said date in which event Seller shall refund said Deposit and neither party shall have any further liability under this Agreement or delete this contingency and close. Buyer will schedule any such Inspection with Seller prior to such Inspection. Seller will cooperate with Buyer in its scheduling of said Inspection.

4.7 Liquor License. Buyer shall, at Buyer's expense, obtain a Class D liquor license (the "Liquor License") from the Nebraska Liquor Control Commission (the "Commission"). If Buyer is unable to secure a Class D Liquor License from the Nebraska Liquor Control Commission within sixty (60) days after the Effective Date, Buyer shall have the right to terminate this Agreement or waive such condition by written notice to Seller. In the event the Buyer elects to terminate this Agreement, Buyer shall be entitled to a refund of the Deposit and the parties shall be discharged from all further obligations or liabilities under this Agreement.

4.8 Damage to Property. If, prior to the Closing Date, any material part of the Property is damaged by fire or any other cause or activity, Seller shall forthwith give Buyer written notice thereof and Buyer may, at its option, terminate this Agreement by written notice of such election, given to Seller not later than ten (10) days after receipt of Seller's notice and upon giving such notice, both parties shall be fully discharged from all duties hereunder and all obligations hereof, except that the Deposit shall be promptly returned to Buyer. However, if Buyer shall not so elect, or if an immaterial part of the Property is damaged, then Seller hereby assigns to Buyer all of its right, title and interest in and to any and all insurance proceeds payable by reason of such destruction or damage to the Property and Seller hereby agrees to pay to Buyer a sum equal to the deductible amount provided in such policies to the extent necessary to correct such damage.

4.9 Acceptability to Counsel for Buyer. All actions, proceedings, agreements and instruments required to carry out this Agreement or incidental hereto and other related legal matters shall have been approved by counsel for Buyer, if any.

5. Seller's Representations and Warranties. The Seller represents and warrants to the Buyer as follows:

5.1 Title to Property. The Seller have good and marketable title to the Property and will transfer good and marketable title in the Property to the Buyer, free and clear of

all liens, charges, claims and other encumbrances of any kind, subject, however, to the exceptions enumerated in Section 8 below.

5.2 Compliance with Law/Licenses. Seller makes no warranties or representations as to whether the Property is in compliance in all material respects with all applicable laws, statutes, ordinances, rules, regulations, permits, licenses and authorizations.

5.3 Litigation and Orders. There is no action, suit, proceeding or investigation in any court or before any arbitrator or government agency or instrumentality pending or, to the knowledge of the Seller, threatened against or affecting the Seller, concerning the Property. There are no judgments, orders, writs, injunctions or decrees binding upon or applicable to the Seller, and the Seller is not in violation of any of the foregoing.

5.4 Environmental. Seller has no knowledge of any recognizable environmental conditions affecting the Property or any Hazardous Substances or Regulated Substances being released or disposed at, onto or from the Property in violation of applicable environmental law (collectively "Environmental Laws") during Seller's ownership, possession or control of the Real Property and makes no representations or warranties as to whether the Property has ever had any violations of any Environmental Laws.

5.5 Underground Storage Tanks. Seller has no knowledge and makes no representations or warranties about underground storage tanks at the Real Property ("USTs").

5.6 No Conflicts. The execution, delivery and performance of this Agreement by the Seller and the consummation of the transactions contemplated hereby: (a) do not require the Seller to file any notice with or obtain any consent, approval, authorization or exemption from any person or entity, including without limitation any government or governmental agency or instrumentality; (b) will not violate any writ, injunction, decree, order, judgment, law, statute, ordinance, rule or regulation; and (c) will not constitute a default or breach under any agreement or commitment to which the Seller is a party or by which it or any of its properties may be bound.

5.7 Insurance. Seller acknowledges that it now has in force fire and extended coverage and comprehensive public liability insurance to cover the Property and any liability resulting therefrom, and hereby agrees to maintain said insurance in full force and effect until closing for the sale as provided above.

5.8 Full Disclosure. No representation or warranty made by the Seller in this Agreement or in any other document delivered in accordance with this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein not misleading.

6. AS-IS Conveyance. Seller makes no representations or warranties regarding the Property and Buyer acknowledges that Buyer is purchasing the Property, "AS IS", based upon its personal inspection without any representations or warranties, express or implied, from Seller as to the condition of the Property, including, but not limited to, merchantability or fitness for any particular purpose.

7. Closing. In the event of satisfaction of all conditions set forth in this Agreement, the closing for the sale and purchase of the property (the "Closing") shall be held at the offices of Escrow Company, 14680 West Dodge Road, Suite 1, Omaha, Nebraska 68154, fifteen (15) days after Buyer shall have given Seller written notice of either the satisfaction or waiver of all conditions as set forth in Section 4 above ("Closing Date"). Buyer shall have the option to accelerate said Closing upon five (5) days written notice to Seller. Closing shall occur at 10:00 o'clock A.M., or at such other time or place as the parties shall mutually agree.

8. Conveyance of Property; Leases. Seller shall, at Closing, deliver to Buyer an executed general warranty deed in recordable form conveying fee simple title of record to the Property to Buyer. Title to the Property shall be conveyed by Seller to Buyer free and clear of all liens, encumbrances, covenants, conditions, restrictions, subject, however, to the following permitted exceptions:

- (a) Current taxes which are a lien not yet delinquent;
- (b) Applicable zoning regulations and municipal ordinances;
- (c) Easements, reservations, covenants and restrictions of record which Buyer determines do not and will not unreasonably interfere with Buyer's intended use and enjoyment of the Property; and
- (d) The Permitted Exceptions.

9. Prorations at Closing. The consolidated real estate taxes which became delinquent in the year of closing shall be prorated between the Buyer and Seller as of the Closing Date. All prior real estate taxes shall be paid by Seller, and all subsequent taxes shall be paid by Buyer. Seller shall pay all special assessments for public improvements constructed or under construction prior to Closing.

10. Possession. Seller shall deliver possession of the Property to Buyer on the Closing Date ("Possession Date").

11. Destruction of Property. The risk of loss or damage to the Property shall be borne by Seller until Closing, and any insurance on the Property shall be deemed to be for the benefit of Seller. In the event the Property is materially damaged by fire or other casualty prior to Closing, Buyer may elect to either receive the insurance proceeds (or an assignment of the

insurance claim) and proceed with Closing, or to terminate this Agreement and have the Deposit refunded. In the event Buyer elects to receive the insurance proceeds, Seller shall take all action reasonably necessary to cause such proceeds to be paid to Buyer in accordance with an assignment of insurance or when received by Seller (if after Closing).

12. Dispute Resolution.

12.1 Any claim, dispute or other matter in question arising out of or related to the Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.

12.2 The Seller and Buyer shall endeavor to resolve claims, disputes and other matters in questions between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

12.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Omaha, Douglas County, Nebraska, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

12.4 If the parties do not resolve a dispute through mediation pursuant to this Section 12, the method of binding dispute resolution shall be litigation in the District Court of Douglas County, Nebraska.

13. Expenses. Except as otherwise provided herein, the parties shall be liable for expenses as follows:

13.1 Documentary or Transfer Taxes. Seller shall pay the cost of any required documentary or transfer taxes.

13.2 Recording Fees. Buyer shall pay the recording fees on the deed required by this transaction.

13.3 Title Insurance. Seller and Buyer shall each pay one-half of the cost of obtaining an owners title policy required in Section 4.2 above. Buyer shall pay the entire costs of any lender's title policy and any endorsements.

13.4 Escrow Fee. Seller and Buyer shall each pay one-half of the cost of the Escrow Company for handling of the Closing.

13.5 Brokers. Neither Party is represented by a broker in this transaction. Each Party shall indemnify and hold the other Party harmless from any claim of any broker claiming to represent a Party to this transaction.

13.6 Other Fees and Expenses. As to all other closing costs and expenses, each party shall pay its respective expenses, taxes, charges and liabilities incurred in connection with or arising out of the exercise of this Agreement and the transfer of title from Seller to Buyer.

14. Section 1031 Exchange. The parties to this Agreement agree to cooperate with each other in effecting a tax deferred exchange or exchanges under Internal Revenue Code Section 1031; provided, however, that (a) consummation of the transaction contemplated by this Agreement is not predicated or conditioned upon an exchange; (b) a Closing should not be substantially delayed due to any exchange; (c) any rights of the non-exchange party pursuant to this Agreement shall not be impaired due to any exchange requested by the other party; (d) the non-exchange party shall incur no additional costs, expenses or liabilities as a result of or in connection with any exchange requested by the other party except those incurred in connection with the non-exchange party's review, execution and delivery of customary exchange documents, and (e) the non-exchange party shall not be required to take title to any other property in connection with any exchange with requested by the other party. Subject to the provisions of this Section 15, the parties to this Agreement agree to execute customary escrow instructions, documents, agreements or instruments to effect an exchange.

15. Miscellaneous.

15.1 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed to have been duly given: (a) as of the date delivered if delivered personally, by courier or by courier service; or (b) three business days after deposit in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to the parties at the following addresses:

If to the Buyer:

Valley Petroleum, LLC
c/o Arshad Nazir
3024 Ames Avenue
Omaha, NE 68111

With a copy to:

Myron J. Kaplan, Esq.
McGill, Gotsdiner, Workman & Lepp, PC, LLO
11404 West Dodge Road, Suite 500
Omaha, NE 68154

If to the Seller:

Newtek Small Business Finance, LLC
c/o Jeffrey Ferentchak
1981 Marcus Avenue, Suite 130
Lake Success, NY 11042

With a copy to:

David J. Koukol, Esq.
Koukol & Johnson, LLC
3839 South 148th Street, Suite 160
Omaha, NE 68144

or to such other address or number as any party hereto shall specify for itself by notice given pursuant to this Section 15.1 from time to time; provided, however; that notices of any change in an address or number shall not be effective until receipt.

15.2 Severability. In the event that any of the provisions contained in this Agreement shall, for any reason, be declared or held to be unreasonable, unlawful, unenforceable or otherwise invalid in any respect, such term or provision shall be deemed modified to the extent necessary to make it enforceable, and in no event shall such declaration or holding affect the validity of any other provision of this Agreement, all of which provisions shall continue in effect in accordance with their terms.

15.3 Interpretation. The representations, warranties, agreements and covenants of the parties made in the Agreement shall survive the consummation of the transactions contemplated hereby and the consummation of such transactions shall not be deemed a waiver of a breach of or inaccuracy in any representation, warranty, agreement or covenant or of any party's rights and remedies with regard thereto. No specific representation, warranty agreement or covenant contained herein shall limit the applicability of a more general representation, warranty, agreement or covenant contained herein.

15.4 Exercise of Rights and Remedies. No delay or omission in the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later; nor shall any waiver of any single breach or

default be deemed a waiver of any other breach or default occurring before or after that waiver.

15.5 Remedies Cumulative. No right, remedy or election given by any term of this Agreement shall be deemed exclusive but each shall be cumulative with all other rights, remedies and elections available at law or in equity.

15.6 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska, without giving effect to the principles of conflict of laws thereof.

15.7 Assignment, Binding Effect and Entire Agreement. This Agreement and the rights and obligations of the parties hereunder may not be assigned (except by operation of law) without the prior written consent of the other parties and shall be binding upon and shall inure to the benefit of the parties and their successors and permitted assigns. This Agreement sets forth the entire agreement of the parties concerning the subject matter of this Agreement. This Agreement may only be modified or amended by an agreement in writing executed by each of the parties and any term of this Agreement may be waived only with the written consent of the party sought to be bound.

15.8 No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties and, to the extent provided herein, their successors, heirs, personal representatives and permitted assigns, and no provision of this Agreement shall be deemed to confer upon other third parties any remedy, claim liability, reimbursement, cause of action or other right.

15.9 Counterparts and Signatures. This Agreement may be executed in any number of counterparts or using separate signature pages. Each such executed counterpart and each counterpart to which such signature pages are attached will be deemed to be an original instrument, and all such counterparts together will constitute one and the same instrument. The signatures required for execution may be transmitted by facsimile or electronically and such facsimile or electronic signature shall be deemed a duplicate original, and shall be effective upon receipt, may be admitted into evidence and shall fully bind the party and person making such signature.

15.10 Captions. The section headings in this Agreement are provided for convenience only and are not to be considered in the interpretation of this Agreement.

15.11 Interpretations in Writing. Despite the possibility that one party or its representatives may have prepared the initial draft of this Agreement or played a greater role in the preparation of subsequent drafts, the parties agree that neither party will be deemed the drafter of this Agreement and that, in construing this Agreement, no provision will be construed in favor of one party on the ground that such provision was drafted by the other party. If any claim is made by a party relating to any conflict,

omission, or ambiguity in the provisions of this Agreement, no presumption or burden of proof or persuasion will be implied because this Agreement was prepared by or at the request of either party or its counsel.

15.12 Public Announcements. Neither Seller nor Buyer will make any public announcement about the transactions contemplated by this Agreement prior to Closing without the approval of the other party.

15.13 Time of the Essence. Time shall be of the essence with respect to the performance by the Parties of their respective obligations hereunder; provided, however, in the event that any notice or timing for action falls on a weekend or legal holiday, the timing for giving such notice or performing such action shall be automatically extended to the next business day.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement in Omaha, Douglas County, Nebraska the date and year first above written.

CCC REAL ESTATE HOLDING CO., LLC, a
Delaware limited liability company ("Seller")

DocuSigned by:
Gary M. Golden
By: _____
Name: ~~SA F503M9E8@EDEN~~ _____
Title: SVP _____

VALLEY PETROLEUM, LLC, a Nebraska limited
liability company ("Buyer")

By: Arshad Nazir _____
Arshad Nazir, Manager

Exhibit A

Part of the NW 1/4 SE 1/4 and part of T.L. 15, lying in the NW 1/4 SE 1/4, all lying in Section 31, Township 16 North, Range 10 East of the 6th P.M., Douglas County, Nebraska and more particularly described as follows:

From an iron found at the center of Section 31, Township 16, North, Range 10 East; thence N 87°45'28" E (assumed bearing) along the North line of the SE 1/4 of said Section 31 a distance of 267 feet to the point of beginning; thence continuing N 87°45'28" E along said North line a distance of 200 feet; thence S 27°22'44" W a distance of 275.53 feet to the Northerly right of way line of U.S. Highway No. 275; thence N 54°45'22" W along said Northerly highway right of way line a distance of 200 feet; thence N 36°36'20" E a distance of 151.27 feet to the point of beginning.



ATTORNEYS AT LAW

MICHAEL A. KELLEY (NE)
SEAN P. KELLEY (NE)
JULIA PLUCKER (NE)
TOM KELLEY (1919-1989)

July 19, 2022

Nebraska Liquor Control Commission
301 Centennial Mall South
P.O. Box 95046
Lincoln, Nebraska 68509

RE: VALLEY PETROLEUM, LLC

To whom it may concern:

Enclosed please find an application for liquor license for the above referenced Applicant.

If you have any questions or concerns, please don't hesitate to contact me. I can be reached at 402-397-1898 or nikki@kelleyplucker.com.

Sincerely,

A handwritten signature in black ink that reads 'Nikki Conner' in a cursive script.

Nikki Conner
Legal Assistant

S T A T E O F N E B R A S K A
LIQUOR CONTROL COMMISSION

MISCELLANEOUS DEPOSIT

LICENSE INFORMATION:

LICENSE NO. 999999

CATEGORY r (R, S, M, D)

RECEIVED FROM:

REFERENCE: Kelly Plucker, LLC - 125126
ck 1660

	CHECK	CASH	CURRENCY
	\$\$\$\$\$\$ ¢¢	\$\$\$\$\$\$ ¢¢	\$\$\$\$\$\$ ¢¢
REMITTANCE AMOUNT:	000400 00		

ACCT	DEPOSIT (+/-)
=====	=====
63.476100	000395 00
67.472201	000005 00

DEPRESS: ENTER - PROCESS

PA1 - RETURN TO MENU



Valley Suburban Fire & Rescue

Protection District No. 5

210 West Church Street
402-359-5552

P.O. Box 554
(402) 374-9153

Valley, Nebraska 68064-5059
ValleyFireRescue@gmail.com

Mayor Cindy Grove,

Council President

Council Members

Mike Stanzel

Linda Lewis

Chris TenEyck

Bryon Ueckert

Re: Knox Box Rapid Entry System (Knox Box)

I have requested to be placed on the agenda to request the council implement an ordinance to require any new commercial and multifamily residential structures to have a Knox Box installed before being allowed to obtain their occupancy permit. I am also requesting that within the ordinance a two (2) year time frame be allowed for all current commercial and multifamily structures to comply with this ordinance.

The Knox Box system is a key security key system that will allow Valley Fire Department members immediate access into secure properties, buildings, residences and commercial properties when it matters most. By allowing us to easily pass through these barriers we will be minimizing possible damage to property and injuries to department members.

I will give you an example how this system works to help save property and lives. A resident at an independent/nursing facility calls 911 because they are having numbness and weakness on one side of their body. They call 911 and we are dispatched. Upon arrival we can attempt to get staff to answer the door if they are not occupied helping other patients. Or, we can use our Knox Box master key and open the key box and use the property keys to make entry and go straight to the pt. On this key ring would be a room key as well, again a door we would not have to damage to make entry. This pt. is potentially having a stroke. Every second we have to wait to make entry is more time part of this patient's brain is incurring further damage. Now because of the nature of this call we would not want to waste time standing still so crews will have to be aggressive and force a door open. Now we run the risk of causing damage to this door. At this time a basic single glass door, swing type is \$800-\$1,000 and this does not include installation or labor.

I will provide further information and look forward to answering any questions you may have at the council meeting.

Terry A. Luthy II

Fire Chief

Valley Fire Department

DC West High School
401 S. Pine St.
Valley, NE 68064
August 31, 2022

Mayor Cindy Grove
203 N. Spruce St.
PO Box 682
Valley, NE 68064

Dear Mayor Grove:

The DC West Student Council has planned dates for the 2022 Homecoming to be the week of September 19th through September 23rd.

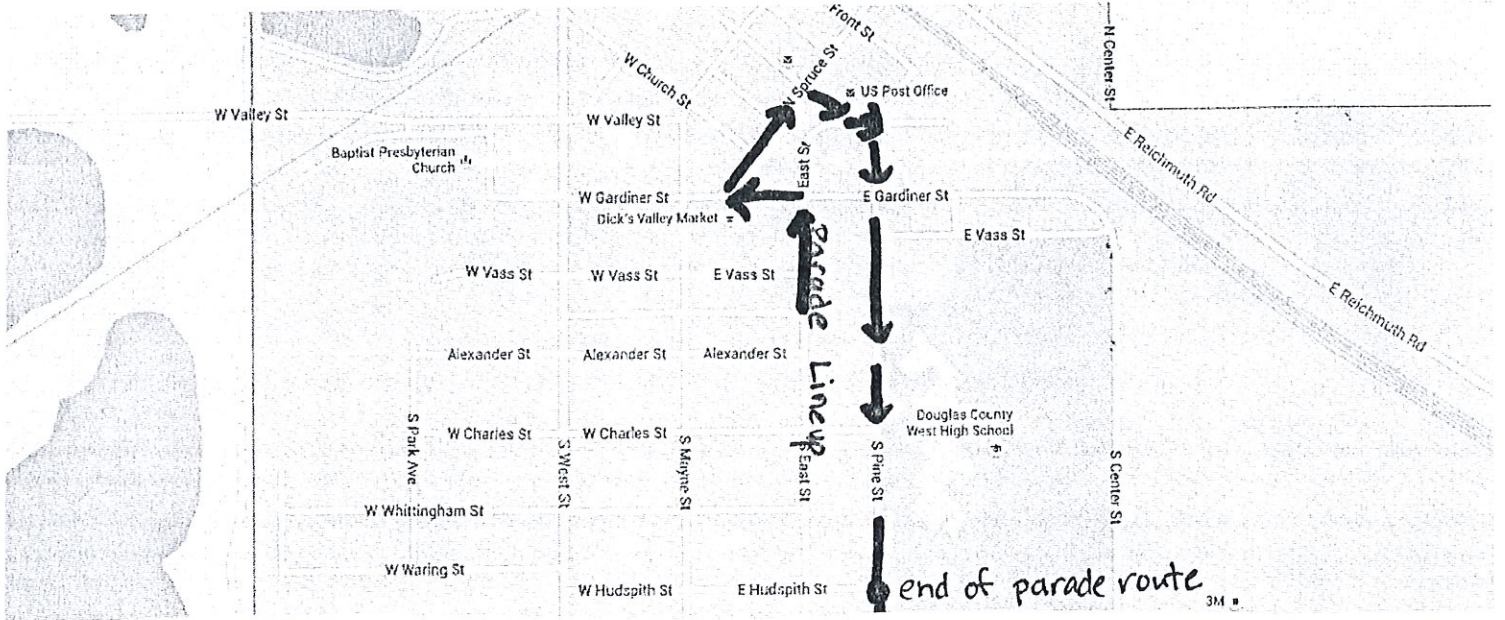
With the city's permission, we would like to have our annual parade on Friday, September 23rd, 2022 at 12:45 p.m. We would like you to be a guest of honor in our parade.

The parade will start facing north on East Street. See the enclosed map for the parade route. We would appreciate it if you would reply to Ms. Heather Cox in the high school at hcox@dcwest.org or 402-359-2121.

Sincerely,



Claire Koile
Student Council President



Cheryl Eckerman

From: Valley City Office
Sent: Wednesday, September 7, 2022 8:36 AM
To: Cindy Grove; Cheryl Eckerman; Jeremy Marshall
Subject: Council Agenda Request Nathan Ter Beest

Name: Nathan Ter Beest

Phone: 402-359-2121

Email Address: nterbeest@dcwest.org

Address: 401 Pine Street

Agenda Item Description: DC West would like to have a fireworks display at the conclusion of our homecoming game on September 23, 2022.

Requested Action: Asking to approve a permit for fireworks

Does this require an expenditure of funds: No

[View in List](#)

Cheryl Eckerman

From: Valley City Office
Sent: Thursday, September 8, 2022 10:23 AM
To: Cindy Grove; Cheryl Eckerman; Jeremy Marshall
Subject: Council Agenda Request Liz Mayer and Rachael Biesterfeld

Name: Liz Mayer and Rachael Biesterfeld

Phone: 402-639-2553

Email Address: lizmayer100@gmail.com

Address: 26528 Manderson Ct. Valley, NE 68064

Agenda Item Description: DC West Youth Sports Organization (DCWYSO) is a non-profit organization dedicated to building and growing young athletes in the Waterloo and Valley area. DCWYSO offers basketball, baseball, softball, soccer, and football to local youth in grades preschool to 8th grade. We provide scholarships and equipment to any child in need, as all activities are 100% inclusive. DCWYSO is able to offer these opportunities with the generosity of volunteers and community support. DCWYSO is currently seeking financial help with facility improvements at the DC West Softball/Baseball complex. DCWYSO and the DC West schools were able to repair the complex fields after the flood in 2019. The current focus has turned to other areas that need improvement including dug-out repairs, painting/staining, the addition of commercial garbage cans, rock removal, and new signage...with the hope of bigger goals in the future. By receiving help with these facility improvements, DCWYSO can focus more on our number one priority – KIDS! Our renovation goals are to help eliminate litter, provide safe dugouts, make all fields more accessible to all community members and visitors, and take pride in our home baseball/softball complex. Providing our youth with the opportunity to participate in physical activities with their neighbors, classmates, and friends, in a positive environment, is what we strive to achieve. We hope that you join in and help support our youth. Thank you for your consideration. Requested Action: DCWYSO asks that the Valley City Council contribute \$5,000 towards this fundraiser.

Does this require an expenditure of funds: Yes

[View in List](#)

RESOLUTION NO. 2022-45

WHEREAS, The City of Valley, Douglas County, Nebraska proposes to issue a Conditional Use Permit to Stephen LeGrand, 7304 N. West Street, to allow outdoor storage at the Ace Hardware to be located at:

7304 N. WEST STREET (Lot 8 Falcon Business Park)

WHEREAS, the application for a Conditional Use Permit was considered by the City of Valley's Planning Commission on August 16, 2022, and the Planning Commission recommended that such permit should be issued, and

WHEREAS, the City Council made certain findings with respect to the proposed conditional use permit, which are set forth in Exhibit "A" attached and incorporated herein by reference and are adopted by the City Council:

NOW THEREFORE BE IT RESOLVED THAT, the City Council of the City of Valley, Douglas County, Nebraska, hereby authorizes the issuance of a Conditional Use Permit to Stephen LeGrand at 7304 N. West Street to allow outdoor storage at the Ace Hardware in the form attached to this Resolution as Exhibit "A", and incorporated herein by this reference, and authorizes Rune van den Boogaart, Zoning Administrator, to execute the Conditional Use Permit for and on behalf of the City.

DATED THIS 13th day of September 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

RESOLUTION 2022-46

WHEREAS, the City of Valley, Douglas County, Nebraska, proposes to enter into a Pre-development Cost Agreement with Hampton Development, LLC;

WHEREAS, proposed Pre-development agreement with Hampton Development, LLC, has been submitted, and

WHEREAS, the Valley City Council met in regular session on September 13, 2022, and reviewed said agreement;

NOW, THEREFORE, BE IT RESOLVED THAT the Valley City Council authorizes Mayor Cindy Grove to execute the Pre-Development Cost Agreement with Hampton Development, 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 13th day of September, 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 – 47

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 City agree certain funds for Flatwater Lake – Phase Two and Flatwater Lake – Phase Three be secured by a loan obtained by the subdivider for distribution in accordance with the terms of this Agreement.

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

WHEREAS, the sum of Sixty-six thousand one hundred thirty-one & 91/100 dollars, (\$66,131.91) is **due to CITY OF VALLEY**, as submitted by the attached invoices from 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 **CITY OF VALLEY** the sum of Sixty-six thousand one hundred thirty-one & 91/100 dollars, (\$66,131.91) as payment due for Flatwater Phase 3 Improvements (Water/Sanitary Sewer).

PASSED AND APPROVED THIS 13th DAY OF SEPTEMBER, 2022

CITY OF VALLEY,
DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

Mike Stanzel, Council President

Bryon Ueckert, Council Member

Linda Lewis, Council Member

Chris TenEyck, Council Member

ATTEST:

Cheryl Eckerman, City Clerk

INVOICE

PAYMENT DUE UPON RECEIPT

September 05, 2022

INVOICE NO. 19062

City of Valley
PO Box 682
Valley, NE 68064

Re: Valley Flat Water Phase 3 Water/Sanitary Sewer
Valley, Nebraska
OPCE Project No. 19062

100-10-10-5213-0000

For ENGINEERING SERVICES provided to the City of Valley for the period from May 31, 2021 to August 31, 2021 for the engineering design changes and construction phase services required for the extension of water and sanitary sewer utilities within Flat Water Phase 3:

1. Engineering Design Fee	\$ 133,665.82
2. Less Previous Invoices	<u>(-) 90,613.00</u>
Balance Due Design Services:	\$43,052.82
3. Construction Observation Fee	\$94,352.34
4. Less Previous Invoices	<u>(-) 72,491.65</u>
Balance Due COB Services:	\$21,860.69
5. Reimbursable Expenses:	\$1,218.40
TOTAL AMOUNT DUE THIS INVOICE:	<u>\$ 66,131.91</u>

Services are 100% reimbursable from Flat Water Lakes.

Final Invoice

By: _____


James J. Olmsted, P.E.

PLEASE RETURN A COPY OF INVOICE WITH PAYMENT

OLMSTED & PERRY CONSULTING ENGINEERS INC.

12100 West Center Road • Suite 803 • Omaha, Nebraska 68144-3970
Phone: 402-399-8552

ORDINANCE NO. 780

AN ORDINANCE TO AMEND AN EXISTING SECTION OF THE CITY OF VALLEY MUNICIPAL CODE RELATING TO THE APPOINTED OFFICE OF CITY CLERK; TO AMEND AN EXISTING SECTION OF THE CITY OF VALLEY MUNICIPAL CODE RELATING TO THE APPOINTED OFFICE OF CITY TREASURER; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH.

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

Section 1. Section 1-204 of the Valley Municipal Code is hereby repealed.

Section 2. Section 1-204 of the Valley Municipal Code shall hereafter be as follows:

§ 1-203: CITY CLERK; DUTIES AND POWERS

The duties of the City Clerk will be those set forth herein and as set forth specifically in the job description separately adopted by the Mayor and City Council. The City Clerk shall have custody of all laws and ordinances. He/she shall:

- A. Keep a current journal of the proceedings of the City Council.
- B. Maintain a complete record of all outstanding bonds against the City, showing the number and amount of each, for and to whom the said bonds were issued and all other pertinent information in regard to said bonds.
- C. Take possession of all books, papers and all other official records of the City and maintain said records in a safe place.
- D. Have custody of the seal of the City and all written official papers.
- E. Attend the meetings of the City Council and keep a minute record of the proceedings thereof.
- F. Maintain an account of all of the appropriations of the several funds of the City.
- G. Draw, sign and attest all warrants ordered for payment on a particular fund from which the same is payable, and at the end of each month make a report of the amount appropriated to each fund and the amount of warrants drawn thereon.
- H. Attest to the mayor's signature when necessary and attach the city seal to all official documents.
- I. Whenever any claim presented by any person has been disallowed by the City Council, notify said claimant of said disallowance by the Council within five days after such disallowance.
- J. Account for all money received in the normal course of city business and keep a proper record of all monies received, issuing a proper receipt to those parties making payment to the account of the City.
- K. Publish all notices required in the performance of his/her duties and keep a record of all published notices; keep a record of the publisher's affidavit of said publication if said notices are published in a legal newspaper.

- L. Maintain all books and public records of the City for public inspection by any resident of the City during normal business hours.
- M. Make a notation on all correspondence received as to the date of receipt and, as soon as possible, convey said correspondence to the appropriate official of the City.
- N. Keep and maintain all other legal papers required to be maintained by these ordinances or by Nebraska state law.
- O. Maintain a minute book wherein shall be recorded all of the formal and informal actions of the mayor and City Council, and maintain a record of the various ordinances and resolutions passed by the Council. The minutes of any meeting of the Council shall be written and available for public inspection within ten working days of the meeting or prior to the next convened meeting, whichever occurs earliest, except that an additional ten days shall be allowed for writing and making available for inspection such minutes in the event of the clerk's serious illness or an emergency which prevents him/her from writing such minutes and making them available to the general public within ten working days as set forth herein.
(Ref. Neb. Rev. Stat. §17-605, 19-1102, 19-1104, 84-1201 through 84-1220, 84-712)

Section 3. Section 1-205 of the Valley Municipal Code is hereby repealed.

Section 4. Section 1-205 of the Valley Municipal Code shall hereafter be as follows:

§ 1-203: CITY TREASURER; DUTIES AND POWERS

The duties of the City Treasurer will be those set forth herein and as set forth specifically in the job description separately adopted by the Mayor and City Council. The City Treasurer shall:

- A. Deposit, and at all times keep on deposit for safekeeping, in banks or other institutions of approved and responsible standing, all money collected, received or held as treasurer. Such deposits shall be subject to all regulations imposed by law or adopted by the City for the receiving and holding thereof. A bond or pledged securities shall be required from all banks or financial institutions in which municipal funds are deposited in any amount exceeding that amount insured by the Federal Deposit Insurance Corporation.
- B. Keep a separate account of each and every fund or appropriation and the debits and credits belonging to the City.
- C. Provide a receipt for anyone paying money into the city treasury if such person requests a receipt, specifying the date of payment and on what account paid, and also file copies of said receipts with his/her monthly reports made to the mayor and City Council.
- D. At the end of each month and as often as may be required, render a report to the mayor and City Council showing, under oath, the condition of the various accounts of the treasury at the time of such reports and the balance in the treasury; and accompany such accounts with a statement of all receipts and disbursements, together with all warrants paid which, with any and all vouchers

- held, shall be filed with his/her accounts in the city clerk's office.
- E. Keep a record, in a book suitable for that purpose, of each and every warrant paid and from what fund paid.
 - F. Procure and keep a warrant register which shall show the number, date and amount of each warrant presented and registered as hereinafter provided, the particular fund upon which the same is drawn, the date of presentation, the name and address of the person in whose name the same is registered, the date of payment, the amount of interest, and the total amount paid thereon, with the date when the notice to such person in whose name such warrant is registered is mailed as hereinafter provided. It shall be the duty of the city treasurer, upon presentation of any warrant for payment, in the presence of such person to enter such warrant in the warrant register for payment in the order of its presentation and, upon every warrant as presented and registered, endorse "Registered for Payment" with the date of such registration and register number; and sign such endorsement, whereupon such warrant shall draw interest at the legal rate from the date of registration until notice of payment shall be given to the holder as provided by law.
(Ref. Neb. Rev. Stat. §17-606 through 17-609, 84-712)

Section 5. This Ordinance shall take effect and be in force after its passage and approval, as provided by law.

Section 6. If any section, clause, provision or part or portion of any section, clause or provision of this ordinance or the application thereof to any person or circumstance is held unconstitutional, such invalidity or unconstitutionality shall not affect the validity or application of any other section, clause, provision or part or portion of this ordinance.

Section 7. All ordinances or parts thereof in conflict herewith are hereby repealed.

PASSED AND APPROVED THIS 13th DAY OF SEPTEMBER, 2022.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

ATTEST:

Cheryl Eckerman, City Clerk

ORDINANCE NO. 781

AN ORDINANCE OF THE CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA, RELATING TO THE SALARIES OF THE EMPLOYEES OF THE CITY OF VALLEY, NEBRASKA; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH.

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

SECTION 1. Salaries. The salaries or hourly wages of the officers and employees of the City of Valley, Douglas County, Nebraska, shall be as follows.

<u>OFFICER OR EMPLOYEE</u>	<u>SALARY</u>
Mayor	1,125.00 per quarter 75.00 per special meeting
Council Members	750.00 per quarter 60.00 per special meeting
City Administrator	65,000 – 90,000 annually
City Clerk	20.00 – 34.00 per hour
City Treasurer	20.00 – 34.00 per hour
Assistant Clerk/Treasurer	20.00 – 32.00 per hour
Deputy City Clerk	15.00 – 27.00 per hour
General Clerical	12.00 – 18.00 per hour
Police Chief	45,000 – 70,000 annually
Police Sergeant	20.00 – 37.00 per hour
Police Officers, certified	19.00 – 32.00 per hour
Police Officer, Part-time	19.00 – 25.00 per hour
Zoning Administrator/Building Inspector	25.00 – 37.00 per hour
Public Works Superintendent	52,000 – 80,000 annually
Assistant Public Works Superintendent	20.00 – 32.00 per hour
Maintenance 1 or 2	13.00 – 27.00 per hour
Utility Clerk	15.00 - 25.00 per hour

Library Director	18.00 – 24.00 per hour
Assistant Librarian	12.00 - 17.00 per hour
Seasonal / Temporary	12.00 - 17.00 per hour

SECTION 2. Pension. An IRA of 1%, 2% or 3% of gross wages, exclusive of overtime, for all qualifying employees as defined in the personnel manual. IRA contribution percentage for the subsequent year shall be chosen by each employee between December 15 and December 31. Employee agrees to match City's percentage of IRA contribution up to a maximum of 3%.

SECTION 3. Insurance. Health and Accident, Term Life, Vision and Dental Insurance for all qualifying employees, as defined in the personnel manual.

SECTION 4. Employee Compensation. Following one (1) full year of service, the first pay period in January becomes the anniversary date for pay increases, (if any) based on the Consumer Price Index for All Urban Consumers, (CPI-U).

SECTION 5. This ordinance shall take effect after its passage and approval, as provided by law.

SECTION 6. If any section, clause, provision, or part or portion of any section, clause, or provision of this ordinance or the application thereof to any person or circumstance is held unconstitutional, such invalidity or unconstitutionality shall not affect the validity or application of any other section, clause, provision or part or portion of this ordinance.

SECTION 7. All ordinances or parts hereof in conflict herewith are hereby repealed.

PASSED AND APPROVED this 13th day of September, 2022

CITY OF VALLEY, DOUGLAS
COUNTY, NEBRASKA

Cindy Grove, Mayor

ATTEST:

Cheryl K. Eckerman, City Clerk

