

AGENDA
VALLEY CITY COUNCIL

Tuesday, February 14, 2023
City Hall
203 North Spruce
Valley, NE 68064
7:00 PM

1. **ROLL CALL**
2. **MEETING CALLED TO ORDER**
3. **PLEDGE OF ALLEGIANCE**
4. **PROOF OF PUBLICATION**
5. **VISITORS/CORRESPONDENCE**
6. **APPROVAL OF AGENDA**
7. **CONSENT AGENDA**

All agenda items indicated by an asterisk will comprise the consent agenda and will be acted on in a single motion. Consent agenda items are being forwarded to the Council Members. Any individual item may be removed by a council member for special discussion and consideration.

7.A. ACCEPT MINUTES

7.B. ACCEPT TREASURER'S REPORT

7.C. APPROVE FEBRUARY ACCOUNTS PAYABLE INVOICES AND ADDITIONAL JANUARY CHECKS

7.D. JANUARY PAYROLL \$77,436.72 JANUARY IRA \$2,653.63

7.E. JANUARY KENO RECEIPTS - \$11,156.85

7.F. ACCEPT PEOPLESERVICE, INC., REPORT

7.G. ACCEPT November 10, 2022 Library Board Minutes

7.H. ACCEPT January 2023 Library Statistics

7.I. APPROVE SPECIAL DESIGNATED LICENSE FOR YMCA - MARCH 31, 2023

7.J. ACCEPT February 6, 2023 Tree Board Minutes

8. **PRESENTATION OF REQUEST OF ELKHORN ATHLETIC ASSOCIATION TO BE ANNEXED INTO THE CORPORATE LIMITS OF THE CITY OF VALLEY**

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

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

- 8.A. FIRST READING OF ORDINANCE NO. 785 ELKHORN ATHLETIC ASSOCIATION
9. **TEMPORARY ANTENNA DEPLOYMENT AT JOE ROBERTS ARBORETUM - MATT JONES**
10. **STILL WATER LAKE LOTS 1 THROUGH 23 INCLUSIVE & OUTLOTS A & B - FINAL PLAT**
- Review
 - Open Public Hearing
 - Close Public Hearing
 - Resolution No. 2023-03
11. **STILL WATER LAKE - REZONING**
- Review
 - Open Public Hearing
 - Close Public Hearing
 - Ordinance No. 786
12. **RESOLUTION NO. 2023-04 SUBDIVISION AGREEMENT AND ILOC WITH STILLWATER LAKE, LLC.**
13. **PROPOSED TREE-RELATED ORDINANCE REVISIONS - FIRST DRAFT - MIKE WIEKHORST, TREE BOARD CHAIRMAN**
14. **VALLEY COMMUNITY HISTORICAL SOCIETY - Building Expansion - Dave Williams - President**
15. **GINGER COVE AND GINGER WOODS SPEED LIMIT - John Torchia**
16. **VALLEY CEMETERY BOARD - Application for 48 State Tour - Krista Lewis**
17. **RESOLUTION 2023-07 - CABLE FRANCHISE AGREEMENT BETWEEN THE CITY OF VALLEY AND COX COMMUNICATIONS**
18. **2023 DC WEST POST PROM**
- Council consideration and action to donate one City of Valley Pool Party Pass for the DC West Post Prom party scheduled for March 25, 2023 at the Mark in Elkhorn.
19. **2023 FIREWORKS APPLICATIONS**
- 19.A. AMERICAN LEGION POST 58/LEGION BASEBALL - Resolution No. 2023-05
 - 19.B. VALLEY DAYS FOUNDATION - Resolution No. 2023-06
20. **CITY ENGINEER**

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20.A. VALHAVEN (SOUTHWEST NO. 2) AND GINGER WOODS NO. 2 LIFT STATION IMPROVEMENTS

20.A.1. Council action to consider award of contract to Vrba Construction

20.A.2. Council consideration and action to approve Change Order No. 1 for a decrease amount of \$73,020

20.B. PINES SUBDIVISION CONCRETE STREET REPAIR AND LAKEWOOD AND WARING CONCRETE REPAIR

20.B.1. Council consideration and action to approve Change Order No. 1 for an increase in the amount of \$70,380.00

20.C. OTHER / MISCELLANEOUS

20.C.1.

- Ginger Cove Lift Station No. 3 Upgrades
- Still Water Development - Phase 1
- 3M Plant Expansion
- EAA Development
- Access Commercial Development

21. CITY ATTORNEY

22. MAYOR'S REPORT

23. UPCOMING ITEMS

- Planning Commission: February 21, 2023 - 4:30 p.m.
- Valley Days Planning : February 21, 2023 - 6:00 p.m.
- 2023 League of NE Municipalities Midwinter Conference - February 27-28

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Douglas County

Post-Gazette

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

INVOICE - AFFIDAVIT OF PUBLICATION

INVOICE #	300583	DUE DATE	3/3/2023
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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, FEBRUARY 14, 2023 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, February 14, 2023 at 7:00 p.m. at Valley City Hall.

Public Hearing 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. Rezoning - Still Water Lake - from C-3 to R-3 Lakefront Residential and C-3 Highway Business.

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

Cheryl K. Eckerman, City Clerk

Feb. 1 - 33 Ins
ZNEZ

1	Successive Week(s)
Beginning with the issue of:	2/1/2023
and ending with the issue of:	2/1/2023
Publisher's fee at Legal Rate is:	\$13.89

Darren P. Ivy

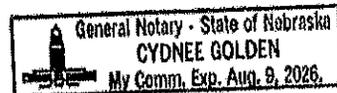
Darren P. Ivy, Publisher

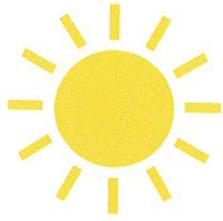
Summary Information	Weekly Cost
Notice of Feb. 14 City Council Meeting & Still Water Lake Public Hearing - Feb. 1	13.89

Subscribed and sworn before me, this 1st day
of

February, 2023

Cydnee Golden
Notary Public





Valley Days Foundation

Established 2018

www.valleydays.net

12/10/2022

City of Valley
PO Box 682
Valley, NE 68064

Dear City of Valley,

Thank you for your generous donation of \$5,000 to the Valley Days Foundation to be a Corporate sponsor for the 2023 Valley Days event.

The Valley Days Foundation is an all-volunteer non-profit corporation dedicated to coordinating and funding community events and community betterment in the City of Valley. Valley Days would not be possible without the generous support of your donation that will go towards funding the End of Summer Celebration held the second weekend of August each year.

The Valley Days Foundation is a 501(c)3 tax exempt organization and the total amount of your donation is a tax deductible contribution, if applicable, since the primary purpose of this activity is fundraising, and you do not receive any goods or services.

Thank you again for your generous support!

Sincerely,

Cindy Grove
President, Valley Days Foundation

P.O. Box 18 Valley, NE 68064

info@valleydays.net

MINUTES
REGULAR MEETING

January 10, 2023

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, TenEyck, Lewis, Batcher & Ueckert, city administrator Tyler Cooper, city attorney Jeff Farnham, and city clerk Cheryl Eckerman.

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

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

4. Proof of Publication was on the council desk.

5. Visitors and Correspondence –None.

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

7. Consent Agenda – Council member Lewis moved to approve the consent agenda. TenEyck seconded, Lewis, TenEyck, Batcher and Ueckert voted YES. NO; no one, motion carried. Items on the consent agenda were to accept December 13 city council minutes; Treasurer's Report; November payroll \$113519.98, IRA \$2413.58, December Keno Receipts \$8902.85, PeopleService Report, November Library Statistics, September 8, 2022, and the following bills and additional checks: **Supplies:** Ace Hardware 171.07; Amazon 370.48; Baker & Taylor 802.42; Bomgaars 42.45; Cappel Auto 360.88; Core & Main 6168.00; Dick's 42.62; Eakes 583.84; First Nebraska Bank Credit Card 2824.22; Galls 80.16, John Deere Financial 401.99; Logan Supply 247.50; Love's 2325.38; Lowes 235.43; Menards 458.01; Midwest Tape 99.97; MJN Machine 190.00; Petty Cash 80.30; Regal Awards 62.00; Seals and Service 274.67; Sherwin Williams 204.36; United Rentals 7.73; **Services:** AccuFund 781.25; Advanced Heating 178.00; Arvest 7375.00; Bauer Built 693.00; Black Hills Energy 3025.82; Blizzard Boys 268.35; Carl Jarl 95.00; Century Link 86.09; Ciaccio 346.75; Cornhusker Trucks 977.29; Cox 1497.48; Datashield 45.00; Do. Co. Env. 3296.72; Gazette 539.38; Electronic Eng. 109.38; Everett's 729.64; Farnham & Griffin 4662.98; Five Nines 4005.64; Fleet Charge 2089.41; Fremont Utilities 22973.20; Host 163.56; JD Car Wash 97.95; Jensen Tire 672.04; JEO 4740.00; Jones Auto 819.17; Lincoln Marriott 218.00; Michael Matzen 823.90; NE State Treas. 309.88 (dog license fees); NE Library Comm. 500.00; NL & L Concrete 19,282.15; Olmsted & Perry 5205.00; OPPD 13414.70; PeopleService 32814.00; Power Plan 740.40; PowerTech 800.00; Rasmussen Welding 500.00; VRBA 3930.00; Waste Connections 125.84; Wiese Plumbing 2050.00; Window Pro 20.00; Express Bill Pay 131.65; **Taxes:** Fed 26789.74; NE 4240.53; NE Sales tax 3400.11 **Bond Payments:** FNB/bond 5962.50; FSB/bond 5962.50; **Reimburse/Refund:** Antiquity Outdoor 150.00; Archistructure

1000.00; Astro 1000.00; C. Hofer 1000.00; J. Deemer 1400.00; K. Dohrmann 1400.00; D. Dunham 1425.39; Frontier Builders 1000.00; Frontier General Cont. 500.00; D. golden 150.00; M. Hempel 1400.00; Ideal Designs 1000.00; Kr. Jones 1400.00; T. Kathol 150.00; J. Mace 150.00; Maxim Ent. 150.00; Midwest Dwellings 3000.00; J. Musson 197.94; B. Nielsen 150.00; Prairie Homes 1000.00; Profile Homes 1000.00; D. Smith 150.00; T. View 150.00; **Ins:** MWG 1000.28; BCBS 9573.54 AFLAC 976.77.

8. Police Academy Requirements for New Hires/Shift Coverage – Police Chief, James Deemer, explained the ongoing challenges of hiring a sixth officer and providing 24-hour shift coverage. He provided an itemized list of the tuition/fees associated with sending a potential employee who is not currently certified to the Nebraska Law Enforcement Training Center. Discussion was also held on the policy/requirements for part-time officers. Council member Batcher volunteered to work with the chief on developing strategies and options to resolve the hiring and coverage issues and present them to the council for review and consideration at a future meeting.

9. Ordinance No. 784 Water Rates – Mayor Grove stated that the Water Rate Study findings completed by Randy Hellbusch, NRWA, were reviewed at the last meeting and this ordinance would implement the suggested rate increase to meet the ongoing needs for expansion and expenses.

Council member Batcher introduced Ordinance No. 784 entitled: AN ORDINANCE REPEALING SECTION 6-208 OF THE VALLEY MUNICIPAL CODE. AN ORDINANCE ADOPTING REVISED SECTION 6-208, INCLUDING SETTING NEW WATER USAGE RATES SERVICES FOR CUSTOMERS OF THE CITY WATER DEPARTMENT BOTH INSIDE AND OUTSIDE THE CITY LIMITS; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH, and moved that the statutory rule requiring reading on three different days be suspended. Council member TenEyck seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: - Batcher, TenEyck, Lewis and Ueckert. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said Ordinance was then read by title and thereafter council member TenEyck moved for final passage of the ordinance which motion was seconded by council member Lewis. The Mayor then stated the question "Shall Ordinance No. 784 be passed and adopted. Upon electronic vote, the following council members voted YES: TenEyck, Lewis, Batcher and Ueckert. The following voted NO: None. The passage and adoption of said ordinance having been concurred in by a majority of all members of the council, the Mayor then declared the ordinance adopted and the Mayor in the presence of the council signed and approved the ordinance and the clerk attested the passage and approval of the same and affixed her signature there. A true, correct and complete copy of said ordinance is on file at city hall.

The Mayor noted that the new rates will be implemented when the Utility Billing software transition is completed.

10. Bluewater Subdivision Lot Certification – Council member Lewis moved to accept the certification presented of building permits issued in the Bluewater Subdivision between January 1, 2022 and December 31, 2022. Batcher seconded. Lewis, Batcher, TenEyck and Ueckert voted YES. NO; no one, motion carried.

11. Memorandum of Understanding with Douglas County Housing Authority – Building Inspector, Rune van den Boogaart outlined the changes included in the updated MOU with Douglas County for conducting Housing Quality Standards Inspections. All inspections will be \$25.00 except the Bennington inspections will be \$50.00 to better compensate for travel time and the current IRS mileage rate would apply for the Bennington inspections.

Council member Lewis introduced, read and moved for passage of Resolution No. 2023-01 authorizing Mayor Grove to execute the updated MOU with DCHA. TenEyck seconded. Lewis, TenEyck, Batcher and Ueckert voted YES. NO; no one, motion carried. A true, correct and complete copy of said resolution is on file at city hall.

12. CITY ENGINEER

12. A. (1), (2) & (3) Condron Street Paving Improvements – Greg Perry reviewed the Change Order, Pay Application and Close out documents for the project.

Council member Batcher moved to approve Change Order No. 2 for an increase amount of \$4,122.75. Ueckert seconded the motion. Batcher, Ueckert, TenEyck and Lewis voted YES. NO: no one, motion carried.

Council member Ueckert introduced, read and moved for passage of Resolution No. 2023-02 approving Contractor's Application for Payment No. 2 in the amount of \$19,282.15 to NL & L Concrete. Batcher seconded the motion. Ueckert, Batcher, TenEyck and Lewis voted YES. NO; no one, motion carried. A true, correct and complete copy of said resolution is on file at city hall.

Council member Lewis moved to approve the certificate of substantial completion and accept the improvements relating to the Condron Street Paving Improvements Project. Ueckert seconded the motion. Lewis, Ueckert, TenEyck and Batcher voted YES. NO; no one, motion carried.

It was noted that a request has been submitted to Omaha Public Power District to look at the installation of street light(s) for the new street area.

12. B. (1) and (2) Valhaven (Southwest No. 2) and Ginger Woods No. 2 Lift Station Improvements – Greg Perry reviewed the bids received for the Valhaven and Ginger Woods No. 2 Lift Station Improvements and asked the council to delay awarding the contract to give him time to negotiate with the low bid contractor to see if adjustments could be made to lower the total project cost to within the budgeted amount.

12. C. (1), (2), (3) & (4) – Other/Miscellaneous – Greg Perry gave updates on the following projects/developments: Ginger Cove Lift Station No. 3 Upgrades, Stillwater Phase I, 3M's plant expansion and the Ginger Cove Speed Limit Review.

Reporting on the Ginger Cove Speed Limit Review, he explained that a spot speed study within the area to address the request by the GCCAC had been conducted and based upon the analysis he recommended maintaining the posted speed limit of 25 mph and that the City Police Department provide enforcement to draw attention to vehicles exceeding the posted speed limit.

The council directed the clerk to provide a copy of the Ginger Cove Speed Limit Study and Report to Jeff Rensch, Director of the Board, Ginger Cove.

12. D. – Water Funding – SRF Loan – Emerging Contaminants for Small and Disadvantaged Communities - Jim Olmsted gave an update on a new grant funding program being offered to municipalities with high manganese levels.

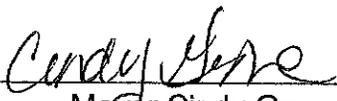
Council member Batchter made a motion to authorize moving forward with a feasibility study needed to pursue the new grant funding option. TenEyck seconded the motion. Batchter, TenEyck, Lewis and Ueckert voted YES. NO; no one, motion carried.

13. City Attorney – Jeff Farnham reviewed ongoing issues relating to agreements, development, personnel, court proceedings and subdivisions.

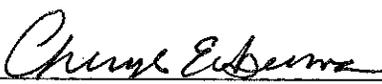
14. Mayor's Report – The Mayor reported on registration deadline for the upcoming League of Nebraska Municipalities Midwinter Conference February 27-28, new payroll software, Fremont Utilities sewer rates will be increasing and audit for the fiscal year ending September 30,2022.

18. Upcoming Events – There will be NO Planning Commission meeting in January and Valley Days Planning Meeting will be January 17 at 6 p.m.

The meeting adjourned at 7:55 p.m.



Mayor Cindy Grove



City Clerk Cheryl K. Eckerman

City of Valley							
Pooled Cash							
Governmental Funds							
		Cash				Cash	
General - Fund 1	<u>Dept</u>	<u>Balance</u>	<u>Net Income</u>	<u>Fund 3</u>	<u>Interfund</u>	<u>Balance</u>	<u>Investments</u>
		<u>12/31/2022</u>	<u>or (Loss)</u>	<u>Withholdings</u>	<u>Transfers</u>	<u>1/31/2023</u>	<u>1/31/2023</u>
		\$1,329,276.57	(\$91,752.07)			\$1,237,524.50	\$14,445.45
Pines Assessments		\$327,420.01	\$361.51			\$327,781.52	
Bond - Fund 2	021	\$370,876.91	\$20,385.40			\$391,262.31	
C D A	001	\$47,278.69	\$160.47			\$47,439.16	
		\$2,074,852.18				\$2,004,007.49	14,445.45
City of Valley							
Pooled Cash							
Proprietary Funds							
		Cash				Cash	
Funds 6 & 7	<u>Dept</u>	<u>Balance</u>	<u>Net Income</u>	<u>Fund 3</u>	<u>Interfund</u>	<u>Balance</u>	<u>Investments</u>
		<u>12/31/2022</u>	<u>or (Loss)</u>	<u>Withholdings</u>	<u>Transfers</u>	<u>1/31/2023</u>	<u>1/31/2023</u>
Water - Fund 6	024	\$1,302,499.18	\$54,522.49			\$1,357,021.67	\$9,476.75
Cap. Facility Chg.	024	\$930,710.38	\$889.78			\$931,600.16	
Sewer - Fund 7	026	\$2,016,722.70	\$54,522.48			\$2,071,245.18	
Cap. Facility Chg.	026	\$681,043.61	\$889.77			\$681,933.38	
		\$4,930,975.87				\$4,930,975.87	\$9,476.75
		Cash				Cash	
	<u>Dept</u>	<u>Balance</u>	<u>Net Income</u>	<u>Fund 3</u>	<u>Interfund</u>	<u>Balance</u>	<u>Investments</u>
		<u>12/31/2022</u>	<u>or (Loss)</u>	<u>Withholdings</u>	<u>Transfers</u>	<u>1/31/2023</u>	<u>1/31/2023</u>
Fund 4							
Nursing Home	050	\$706,134.29	\$23,616.39			\$729,750.68	
Fund 8							
Keno	056	\$176,116.01	\$11,359.83			\$187,475.84	
Fund 10							
Sales Tax	058	\$2,535,077.83	\$138,520.67			\$2,673,598.50	
ARPA							
		\$457,714.75	\$505.37			\$458,220.12	
		\$3,875,042.88				\$4,049,045.14	
Total All Funds		\$11,054,873.19	\$0.00			\$10,984,028.50	\$23,922.20

February Bills as of 2/10/2023

<u>Due Date</u>	<u>Invoice</u>	<u>Lookup</u>	<u>Vendor</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
12/16/2022	20222712	131	ACCUFUND	Implementation	11/16/2022	281.25
2/8/2023	20230046	131	ACCUFUND	Utility Implementation	1/9/2023	1,625.00
2/9/2023	20230629	131	ACCUFUND	Utility Implementation	2/9/2023	187.50
2/11/2023	76123	114	Advanced Heating & A/C	Library Humidifier Fixed	1/12/2023	268.00
1/5/2023	3361047	103	AKRS Equipment	Equipment Parts	1/5/2023	141.12
1/26/2023	2416539	103	AKRS Equipment	Boom Mower Filter	1/26/2023	76.92
12/14/2022	jsjrglgHZsSq	132	Amazon	Library DVD's	12/14/2022	40.91
12/18/2022	CjkMSyvhvkOK	132	Amazon	Library DVD	12/18/2022	18.36
12/23/2022	CsENGRoVsyuy	132	Amazon	Library Book Bins	12/23/2022	239.99
12/21/2022	KbrDHCuooHzs	132	Amazon	Library Craft Supplies	12/21/2022	9.99
12/19/2022	CQLERRtdurUf	132	Amazon	Library Craft Supplies	12/19/2022	11.25
12/18/2022	CMmaioDMVbsE	132	Amazon	Library Supplies	12/18/2022	26.11
12/13/2022	HmWUShAFkcDJ	132	Amazon	Library Supplies	12/13/2022	39.92
12/27/2022	QIKoLWsyRHNNH	132	Amazon	Library Supplies	12/27/2022	21.62
12/30/2022	BMIGYJZkinft	132	Amazon	Library Supplies	12/30/2022	6.81
1/8/2023	CAsQXlvshCHk	132	Amazon	Zoo Books	1/8/2023	26.70
12/13/2022	mYFREMdmKqet	132	Amazon	Library Magazines	12/13/2022	20.00
12/13/2022	BkOqAOxLROGH	132	Amazon	Library Magazines	12/13/2022	53.50
12/13/2022	BGjTLzgiQhIW	132	Amazon	Library Magazine	12/13/2022	6.00
2/15/2023	MPaYILrRqGuk	132	Amazon	Library Magazine	12/13/2022	24.00
2/7/2023	1TDM-RQG6-K67H	127	Amazon Business	Library Kitchen Timer	1/8/2023	12.49
2/8/2023	1Y4VKHCD3GDR	127	Amazon Business	Library Craft Supplies	1/9/2023	28.31
2/16/2023	19KVYGDx4KCX	127	Amazon Business	Library Books	1/17/2023	37.08
2/23/2023	1PXVCRGN3TXC	127	Amazon Business	Paper Towels	1/24/2023	104.79
2/27/2023	1G7D-7PD4-WJGF	127	Amazon Business	Library Craft Beads	1/28/2023	31.43
3/1/2023	1FYH-KTLF-7FHK	127	Amazon Business	Break Room Cups	1/30/2023	116.56
3/2/2023	1GJTCKP71MMM	127	Amazon Business	Library Craft Supplies	1/31/2023	5.56
1/15/2023	A29PWDJAC7GG86	127	Amazon Business	Printer Ink	12/16/2022	37.98
3/8/2023	14TG-3CRW-1T73	127	Amazon Business	Ink Pad	2/6/2023	30.67
3/8/2023	1H1C-PT4F-1F9X	127	Amazon Business	Library Supplies	2/6/2023	48.99
3/9/2023	1TPTLH3KJX	127	Amazon Business	Library Books	2/7/2023	45.01
3/10/2023	1LKHHHT4CDL	127	Amazon Business	Library Supplies	2/8/2023	41.85
3/12/2023		1153005	Anderson , Mike	Water Deposit Refund	2/10/2023	150.00
2/5/2023	2037247408	210	Baker & Taylor	Library Books	1/6/2023	91.94

2/15/2023	2037262388	210	Baker & Taylor	Library Books	1/16/2023	527.29
1/25/2023	2037283768	210	Baker & Taylor	Library Videos	1/25/2023	127.84
2/7/2023	2037309587	210	Baker & Taylor	Library Books	2/7/2023	119.25
2/7/2023	2037313309	210	Baker & Taylor	Library Books	2/7/2023	463.03
2/24/2023		204	Black Hills Energy	12/22-1/24 Service	1/25/2023	3,992.16
2/1/2023	1178	214	Blizzard Boys, LLC	2020 F250 Plow Parts	2/1/2023	342.00
1/23/2023	16820098	242	Bomgaars	Table Saw Blade	1/23/2023	29.99
3/12/2023		1065504	BOSTON, PAYTON	Water Deposit Refund	2/10/2023	150.00
1/6/2023	200269	206	Brightly	Custom Reports/Project Management	1/6/2023	5,387.69
1/30/2023	201328	206	Brightly	Annual Membership SmartGov	1/30/2023	7,550.00
2/2/2023	157248	2018503	Cappel Auto Supply	Road Grader Parts	1/3/2023	57.16
2/2/2023	157247	2018503	Cappel Auto Supply	Road Grader Parts	1/3/2023	49.95
2/5/2023	157344	2018503	Cappel Auto Supply	V-Belt	1/6/2023	29.99
2/5/2023	157345	2018503	Cappel Auto Supply	Shop Supplies	1/6/2023	11.98
2/10/2023	157435	2018503	Cappel Auto Supply	Genie Life Parts	1/11/2023	27.37
2/10/2023	157443	2018503	Cappel Auto Supply	Genie Lift Parts	1/11/2023	16.67
2/11/2023	157473	2018503	Cappel Auto Supply	JD 570A Parts	1/12/2023	13.07
2/11/2023	157465	2018503	Cappel Auto Supply	JD 570A Parts	1/12/2023	110.99
2/11/2023	157471	2018503	Cappel Auto Supply	Shop Supplies	1/12/2023	85.99
2/12/2023	157481	2018503	Cappel Auto Supply	Shop Supplies	1/13/2023	3.69
2/22/2023	157685	2018503	Cappel Auto Supply	Shop Supplies	1/23/2023	26.95
2/22/2023	157683	2018503	Cappel Auto Supply	Shop Supplies	1/23/2023	17.99
2/23/2023	157722	2018503	Cappel Auto Supply	Never Dull Metal	1/24/2023	10.49
2/23/2023	157709	2018503	Cappel Auto Supply	Volt Filter	1/24/2023	11.99
2/25/2023	157762	2018503	Cappel Auto Supply	Shop Supplies	1/26/2023	12.99
2/26/2023	157808	2018503	Cappel Auto Supply	Cat Skid Loader	1/27/2023	61.47
2/26/2023	157805	2018503	Cappel Auto Supply	Shop Supplies	1/27/2023	18.49
2/26/2023	157793	2018503	Cappel Auto Supply	Jeep Patriot Filter	1/27/2023	35.98
2/26/2023	157802	2018503	Cappel Auto Supply	Shop Supplies	1/27/2023	7.29
12/30/2022	156508	2018503	Cappel Auto Supply	Shop Supplies	11/30/2022	3.99
2/9/2023		322	CenturyLink	Pool Phone Hold	2/9/2023	36.01
3/12/2023		4130001	CHIPMAN, KARRA	Water Deposit Refund	2/10/2023	150.00
2/3/2023	107419	633	Coast to Coast Solutions	PD Coloring Book	1/4/2023	582.60
2/11/2023		2664	Code 1 Supply	CPR- D Padz	1/12/2023	1,049.94
3/7/2023	S150130	347	Core & Main	3/4 IPERLS & Smartpoints	2/5/2023	1,272.00
3/7/2023	S072587	347	Core & Main	3/4 IPERLS and Smartpoints	2/5/2023	3,816.00
3/3/2023		9852	Cox Business	2/1-2/28 Services	2/1/2023	1,497.54
2/11/2023	109270	11175	Datashield Corporation	Monthly Shred Service	1/12/2023	45.00

2/16/2023		1170003	Dicks Valley Market	Library Supplies	1/17/2023	26.96
2/9/2023		1170003	Dicks Valley Market	CH Supplies	1/10/2023	12.00
3/12/2023		7028001	DOBLEMAN, JOHN & MELISSA &	Water Deposit Refund	2/10/2023	150.00
2/15/2023	1001204637	3082001	Dollar General Store #16149	Office Supplies	2/15/2023	28.00
3/12/2023		1085504	DOSTAL, JORDAN	Water Deposit Refund	2/10/2023	150.00
3/4/2023		464	Douglas County Environmental	January Electric Inspections	2/2/2023	801.50
3/5/2023	49381	457	Douglas County Treasurer	Bridge Inspections for 2022	2/3/2023	1,866.12
3/10/2023	1756	276	Eagle Engineering Group LLC	General Engineering Services	2/8/2023	10,157.68
3/10/2023	1752	276	Eagle Engineering Group LLC	Pines Subdivision Concrete	2/8/2023	2,490.00
3/10/2023	1753	276	Eagle Engineering Group LLC	Waring ST & Lakewood Concrete	2/8/2023	1,164.00
3/10/2023	1754	276	Eagle Engineering Group LLC	288th ST & State Asphalt	2/8/2023	2,414.00
3/10/2023	1755	276	Eagle Engineering Group LLC	Valhaven & Ginger Woods Lift Station	2/8/2023	18,580.00
2/24/2023	426869	11190	Eakes Office Solutions	Printing PD Machine	1/25/2023	212.41
2/17/2023	8649767-0	11190	Eakes Office Solutions	Paper/Staplers	1/18/2023	127.25
2/3/2023	8639814-0	11190	Eakes Office Solutions	Thermal Pouch	1/4/2023	24.99
2/11/2023	5.1	11190	Eakes Office Solutions	Letter Opener	1/12/2023	5.10
3/11/2023		500	EMC Insurance	Insurance Premiums	2/9/2023	104.00
2/15/2023	38110	533	Everett's Auto Repair	Trailer Tire	1/16/2023	157.29
3/3/2023	38128	533	Everett's Auto Repair	Service Unit 55	2/1/2023	124.48
2/26/2023	38122	533	Everett's Auto Repair	Unit 54 Service	1/27/2023	1,856.98
1/8/2023	38038	533	Everett's Auto Repair	Unit 54 Service	12/9/2022	837.27
2/26/2023	38123	533	Everett's Auto Repair	Unit 53 Service	1/27/2023	97.08
2/16/2023	38112	533	Everett's Auto Repair	Unit 52 Service	1/17/2023	561.23
3/10/2023	38135	533	Everett's Auto Repair	Unit 51 Service	2/8/2023	45.00
3/2/2023	38129	533	Everett's Auto Repair	Unit 52 Service	1/31/2023	(29.55)
2/18/2023	1244767	11210	Evoqua Water Technologies LLC	Bioxide-AQ Chemical	1/19/2023	15,995.00
3/4/2023		11181	Falcone Homes	6419 N 295th ST- Deposit Refund	2/2/2023	1,000.00
3/4/2023		11181	Falcone Homes	29219 Martin Cir- Deposit Refund	2/2/2023	1,000.00
3/3/2023	10540	610	Farnham & Griffin, P.C., L.L.O.	Still Water Fees	2/1/2023	3,517.50
3/3/2023	10541	610	Farnham & Griffin, P.C., L.L.O.	Eagle's Nest Sub Legal Fees	2/1/2023	500.00
3/3/2023	10542	610	Farnham & Griffin, P.C., L.L.O.	General Legal Fees	2/1/2023	1,627.50
3/3/2023	10543	610	Farnham & Griffin, P.C., L.L.O.	Welton Legal Fees	2/1/2023	2,542.81
3/9/2023		609	Fastenal	Shop Materials	2/7/2023	102.79
3/3/2023	415	11220	Filament Essential Services	Annual Web Hosting Fee	2/1/2023	2,800.00
3/12/2023		2020002	First Nebraska Bank	Credit Card Statement	2/10/2023	3,347.94
2/15/2023		620	First Nebraska Bank (Brainard)	NH Payment #102	2/15/2023	5,962.50
2/15/2023		617	First State Bank Nebraska	NH Payment #103	2/15/2023	5,962.50
2/26/2023	47587	619	Five Nines Technology Group INC	Library New Wifi	1/27/2023	3,698.26

3/3/2023	94583	619	Five Nines Technology Group INC	Monthly Bill for Feburary	2/1/2023	3,421.12
2/17/2023	225869	623	Fleet Charge	International 7400	1/18/2023	1,023.29
3/5/2023		635	Fremont Department of Utilities	12/28-1/30 WW Service	2/3/2023	22,549.90
2/5/2023	IW-7070	10633	gpm	Calibrate Flow Meeter/Pulsar	1/6/2023	551.00
3/1/2023		1030	Grove, Cynthia L	Reimbursement for Admin Office	1/13/2023	100.00
3/12/2023		7021251	HOBERMAN, JENNIFER	Water Deposit Refund	2/10/2023	150.00
3/12/2023		274	Homes by J.E.S.	Water Deposit Refund- 28488 Laurel Cir	2/10/2023	150.00
2/17/2023	4159497	827	Host Coffee Service	CH Coffee Supplies	1/18/2023	108.31
3/2/2023	4167194	827	Host Coffee Service	Water Cooler Supplies	1/31/2023	28.89
2/17/2023	VALL-1222	5096	IBTS	December Inspections	1/18/2023	900.00
3/2/2023		2176400	JD'S Car Wash & Detailing LLC	Vehicle Care	1/31/2023	114.75
2/11/2023	138527	373	JEO Consulting	Valley Municipal Building Study- Prelim Design	1/12/2023	4,524.00
3/17/2023		6035902	JOHNSON, CONNIE	Water Deposit Refund	2/10/2023	150.00
2/12/2023	C95082	268	Larsen International	2013 International Work	1/13/2023	3,343.60
2/9/2023		1222	Lincoln National Life Insurance Company	February Coverage	1/10/2023	1,092.75
1/9/2023		1222	Lincoln National Life Insurance Company	January Coverage	12/10/2022	748.35
1/9/2023	6005510537	1234	Love's Travel Stops & Country Store	PW Fuel	1/9/2023	151.90
1/30/2023	6005322041	1234	Love's Travel Stops & Country Store	PW/BI Fuel	1/30/2023	73.74
1/16/2023	6005545355	1234	Love's Travel Stops & Country Store	Mayor/BI Fuel	1/16/2023	65.71
1/23/2023	6005579968	1234	Love's Travel Stops & Country Store	PW Fuel	1/23/2023	315.52
1/23/2023	6005577295	1234	Love's Travel Stops & Country Store	PD Fuel	1/23/2023	533.09
1/16/2023	6005541966	1234	Love's Travel Stops & Country Store	PD Fuel	1/16/2023	510.87
1/9/2023	6005506101	1234	Love's Travel Stops & Country Store	PD Fuel	1/9/2023	49.57
1/9/2023	6005506070	1234	Love's Travel Stops & Country Store	PD Fuel	1/9/2023	461.52
1/30/2023	6005619139	1234	Love's Travel Stops & Country Store	PD Fuel	1/30/2023	618.45
2/6/2023	6005676661	1234	Love's Travel Stops & Country Store	PW Fuel	2/6/2023	84.06
2/6/2023	498.5	1234	Love's Travel Stops & Country Store	PD Fuel	2/6/2023	498.50
2/2/2023		6040600	Majestic Homes	5801 N 295th Cir- Deposit Refund	2/2/2023	1,000.00
2/23/2023	65227	4040010	Menards- Elkhorn	Shop Supplies	1/24/2023	62.63
3/5/2023	65895	4040010	Menards- Elkhorn	Shop Supplies	2/3/2023	23.52
2/25/2023	65344	4040010	Menards- Elkhorn	Shop Supplies	1/26/2023	33.21
2/3/2023	41496	1317	Menards- Fremont	Shop Supplies	1/4/2023	811.09
3/4/2023	43120	1317	Menards- Fremont	Shop Supplies	2/2/2023	37.61
3/1/2023	P15192	1328	Michael Todd Industrial Supply	Light Bar	1/30/2023	248.26
2/23/2023	208604	1328	Michael Todd Industrial Supply	Plow Bolt	1/24/2023	41.72
2/22/2023	333364	1331	Midwest Alarm Fire & Security Systems	Security System Door Contact- Fixed	1/23/2023	162.97
3/11/2023		143	Midwest Dwellings LLC	214-216 W Sunset Permit Refund	2/9/2023	1,000.00
2/11/2023	503225497	1325	Midwest Tape LLC	Library Books	1/12/2023	8.99

Wage	Employee Tax	Employer Tax	Deductions
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Grand Totals

Type	Hours	Current
Employee		
Uniform	0.00	\$346.50
Salary	0.00	\$16,533.00
Reimbursement - Non Taxable	0.00	\$324.64
Regular	2,366.74	\$58,370.78
Overtime	28.60	\$1,158.50
K9	0.00	\$333.90
Cell Phone Reimbursement	0.00	\$369.40
Period Total		\$77,436.72

Type	Period Total
Federal	\$6,077.76
Medicare	\$1,086.47
Social Security	\$4,645.61
State-NE	\$2,984.63
Total	\$14,794.47

Type	Period Total
Medicare	\$1,086.47
NE-UI	\$164.86
Social Security	\$4,645.61
Total	\$5,896.94

Type	Period Total
Accidental Death Insurance	\$0.00
AFLAC - Short Term Disability 2023	\$132.74
AFLAC - Specified Health Event 2023	\$4.32
AFLAC Accidental 2023	\$59.30
AFLAC Cancer 2023	\$93.78
AFLAC Hospital 2023	\$38.92
Child Support	\$858.46
Dental	\$49.17
Lincoln Financial Life Insurance	\$0.00
Medical	\$811.96
MWG - Gap Insurance 2023	\$71.16
Simple IRA 2023	\$3,269.35
Vision	\$8.54
Total	\$5,397.70

City of Valley

Employee	Hours	Employee Total	Employer Total
Simple IRA 2023			
Brown, Elizabeth	92.88	\$41.80	\$41.80
Clark, Caleb	7.88	\$158.50	\$10.57
Deemer, James	160.00	\$277.78	\$277.78
Eckerman, Cheryl	159.43	\$292.02	\$292.02
Eggen, Doug	160.00	\$624.96	\$312.48
Emmi, Sarah	159.60	\$75.48	\$75.48
Jones, Kristin	164.43	\$131.99	\$131.99
Korinek, Beth	95.03	\$119.75	\$119.75
Kreager, Shane	170.13	\$121.20	\$121.20
Musson, James	164.72	\$240.26	\$240.26
Ratigan, Patrick	160.27	\$89.96	\$89.96
Sheets, Tim	175.12	\$254.91	\$305.89
Spinar, Stacy	161.82	\$111.99	\$111.99
Stewart, Samantha	160.57	\$213.02	\$213.02
Van Den Boogaart, Jeroen	161.03	\$515.73	\$309.44
Grand Total			
	Total Count: 15	Grand Total: 2,152.91	\$3,269.35
			\$2,653.63

Commission Summary

Date 1/5/2023



Paid to

City of Valley

12/16-12/31/2022

Description	Amount
	6,204.86

Amount \$6,204.86

Commission Summary

Date 1/18/2023



Paid to

City of Valley

1/1-1/15/2023

Description	Amount
	4,951.99

Amount \$4,951.99

January Keno Receipts
\$11,156.85



Date: February 6, 2023
To: City of Valley
From: Jeremy Beam, Lead Operator
O & M Report: January 2023

Water Operation & Maintenance

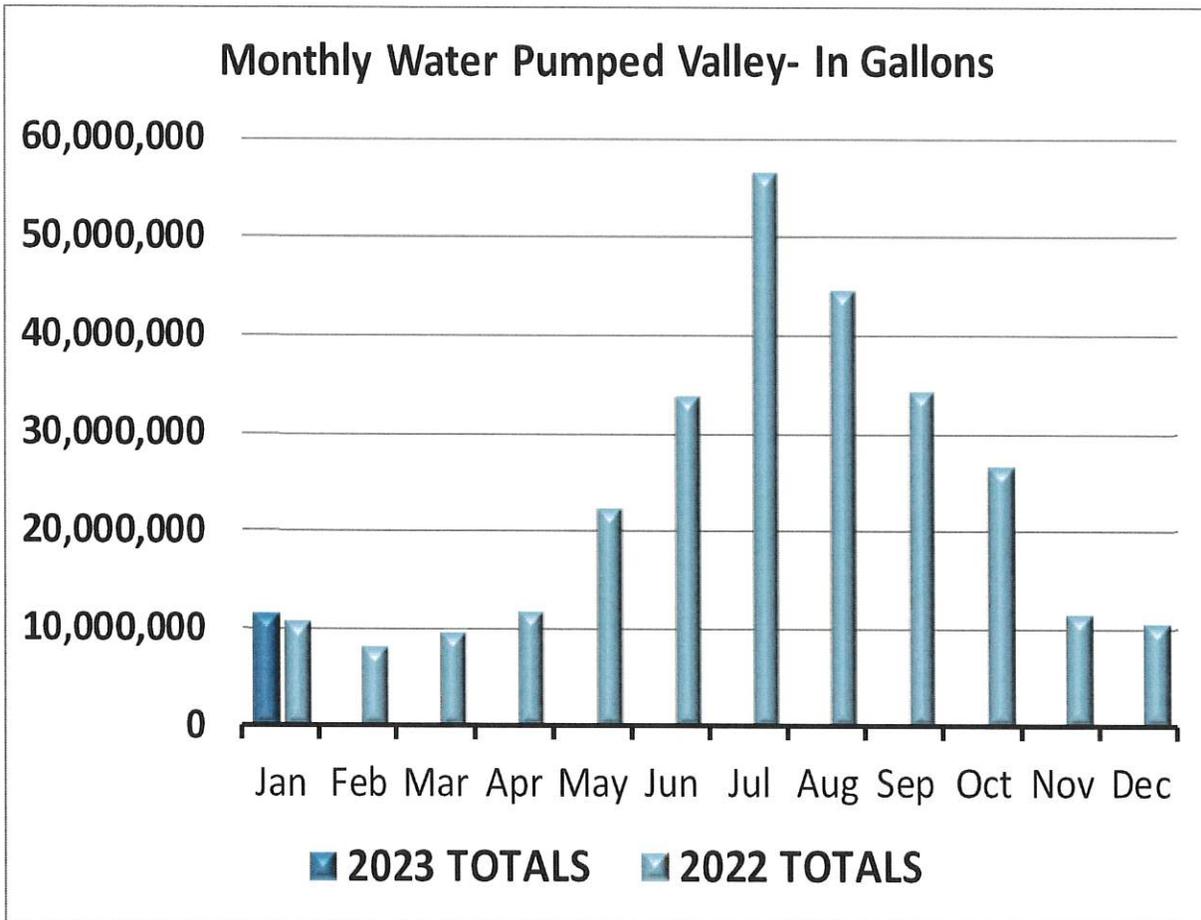
- This month we preformed 156 locates.
- 15 MXU's were installed this month.
- We performed our monthly BACT samples with no hits for coliform. We also had 2 special water samples taken - one 6-year Gross Alpha/Radium with below report limit, and one 3-year SOC 549 with below report limit results.
- PeopleService got a call for a leaking fire hydrant on Adam Street on the 9th. We investigated and found it just needed to be tightened down at the shutoff on top of the hydrant. We checked it two days later and no leaks were found.
- On Monday the 9th we had a call that there was a water leak at 312 E Gardener. On the 10th Vrba showed up and excavated around the leak. We found that it was a lead goose neck at the main that was leaking. When looking at it closer we found the pipe from the main to the curb stop was lead. Following State regulations, we replaced the lead with copper from the main to the curb stop and the leak was stopped.
- On Tuesday the 17th while a contractor was replacing a sewer line at 207 W Valley, the water main was hit, and a crack was put in the transit pipe. The contractor called us and we went over to the location to help and provided the contractor with a cap to fix the pipe while the pipe was exposed. The contractor fixed the pipe with no leaks.
- On the 25th PeopleService handed out 31 shutoff notices.
- On the 26th PeopleService read water meters.
- We are currently working on MXU's that are not reading. It's a slow process going to each house figuring out what is wrong, but we are making a dent in the process. This will pick up more as the weather gets better to work in.

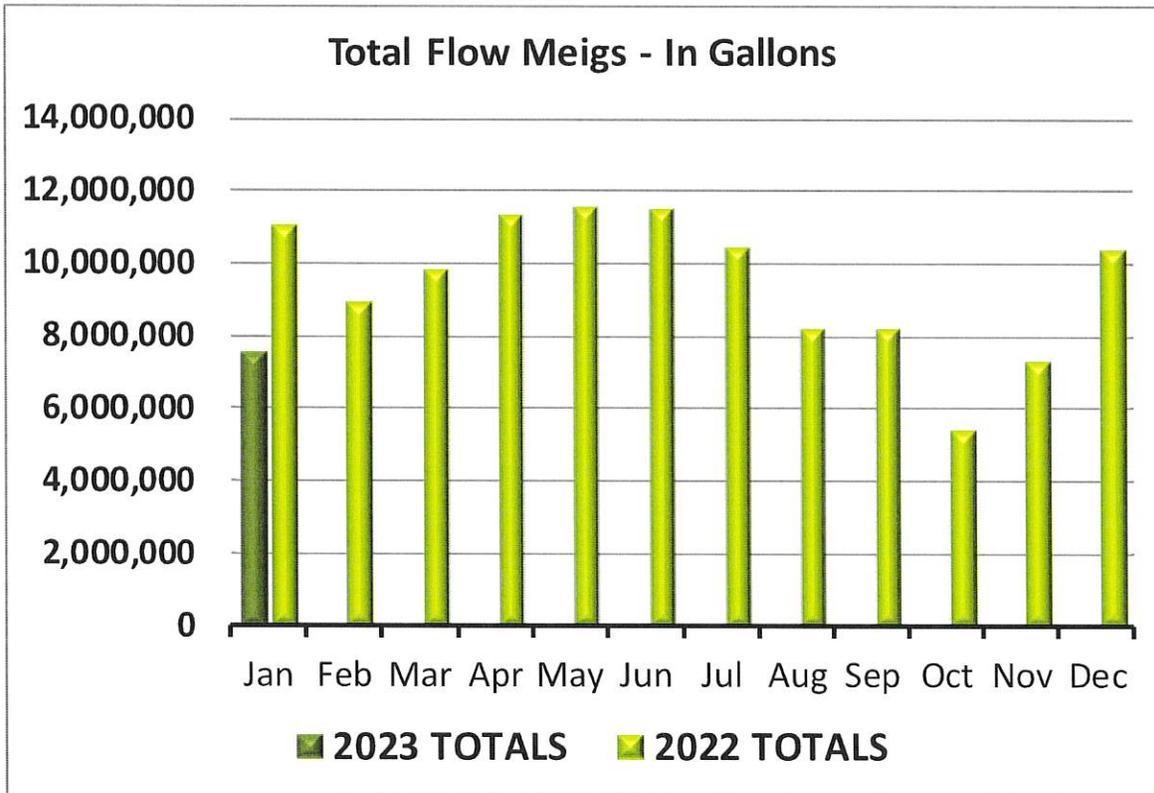
Wastewater Operation & Maintenance

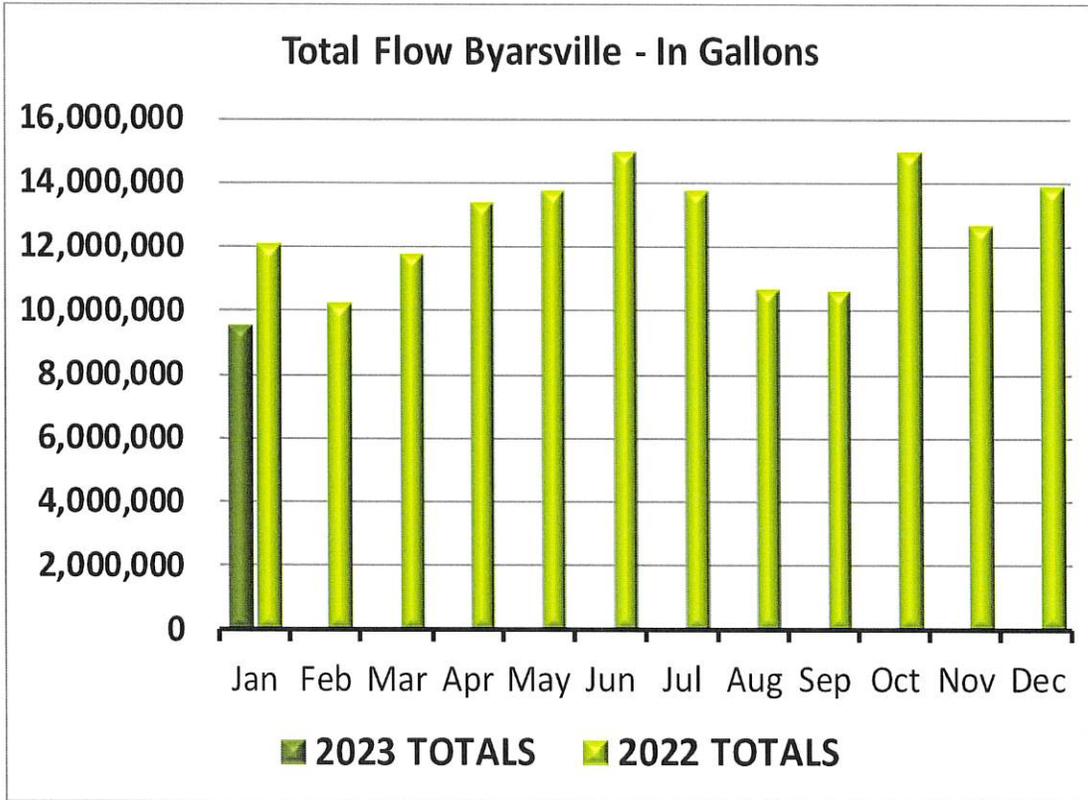
- The grinder that breaks down rags and other solids at Byarsville is down and on back order. We are going out every other day to clean out the bar screen that catches rags to make sure the system is flowing like it should.
- PeopleService is in the process of replacing all the light bulbs at Meigs and Byarsville lift stations.
- We had no sewer back ups this month and sewers have been flowing as intended.
- PeopleService has checked all the lift stations throughout the month and completed the work orders on the lift stations for the month of January.
- PeopleService had Valmont and Byarsville flow meters calibrated. This is done every year to make sure our readings are correct. They found no issues and made little adjustments to insure they are reading correctly.

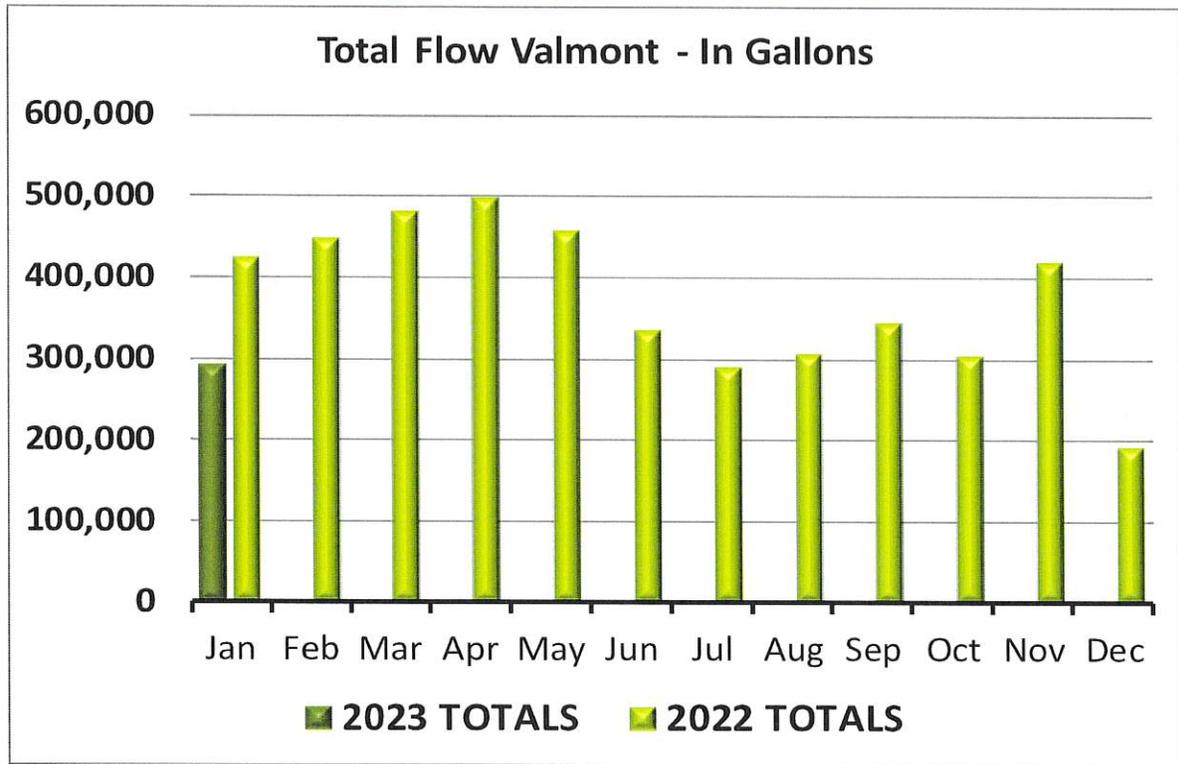
**This Month Last Month Same Month
Last Year**

		January-23	December-22	January-22
Water				
	Units			
Total Monthly Pumped Valley	gallons	11,185,000	10,586,000	10,829,000
Daily Average Pumped Valley	gallons	360,806	352,866	349,322
Average Fluoride Residual	mg/L	0.00	0.00	0.00
Fluoride used	lbs	135.80	130.60	126.20
Average Chlorine Residual	mg/L	0.41	0.43	0.38
Chlorine used	lbs	99.00	97.40	92.70
Potassium Permanganate	lbs	383.00	333.00	372.00
Wastewater				
Effluent Flow				
Total Flow Meigs Street	gallons	7,576,000	10,413,000	11,091,000
Avg Daily Flow Meigs Street	gallons	244,000	260,300	357,000
Total Flow Byarsville	gallons	9,552,000	13,870,000	12,110,000
Avg Daily Flow Byarsville	gallons	308,000	346,700	391,000
Total Flow Valmont	gallons	292,000	191,000	428,780
Avg Daily Flow Valmont	gallons	9,400	7,074	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	0.40
Valhaven (#2) Total Runtime	hours	15.10	22.70	5.90
Country Aire (#1) Total Runtime	hours	33.90	24.40	32.00
Legacy Valley Total Runtime	hours	73.20	57.20	31.20
Legacy Valley Avg Daily Runtime	hours	2.36	1.84	1.00
Valley Shores (1) Pump 1 Total Run	hours	15.90	24.70	27.10
Valley Shores (1) Pump 2 Total Run	hours	12.90	22.60	24.00
Valley Shores (2) Pump 1 Total Run	hours	40.70	58.10	113.80
Valley Shores (2) Pump 2 Total Run	hours	0.00	0.00	119.20
Valley Shores (3) Pump 1 Total Run	hours	7.50	9.80	6.30
Valley Shores (3) Pump 2 Total Run	hours	9.00	11.50	6.10
Regional Pump #1 Total Runtime	hours	814.70	642.30	0.00
Regional Pump #2 Total Runtime	hours	813.60	643.50	0.00
Mallard (1) Pump 1 Total Runtime	hours	11.60	17.00	12.30
Mallard (1) Pump 2 Total Runtime	hours	12.30	16.60	11.70
Mallard (2) Pump 1 Total Runtime	hours	4.60	6.30	8.00
Mallard (2) Pump 2 Total Runtime	hours	4.30	5.60	8.70
Mallard (3) Pump 1 Total Runtime	hours	19.70	25.10	14.40
Mallard (3) Pump 2 Total Runtime	hours	19.30	24.40	1.80
Mallard (4) Pump 1 Total Runtime	hours	28.30	75.90	39.40
Mallard (4) Pump 2 Total Runtime	hours	28.20	36.00	33.80
Bluewater (1) Pump 1 Total Runtime	hours	11.60	10.60	10.50
Bluewater (1) Pump 2 Total Runtime	hours	19.40	16.40	22.40
Bluewater (2) Pump 1 Total Runtime	hours	84.80	137.50	14.90
Bluewater (2) Pump 2 Total Runtime	hours	46.50	34.30	14.20
Bluewater (3) Pump 1 Total Runtime	hours	37.90	19.60	70.00
Bluewater (3) Pump 2 Total Runtime	hours	16.80	13.60	54.20
Bluewater (4) Pump 1 Total Runtime	hours	56.90	37.90	13.40
Bluewater (4) Pump 2 Total Runtime	hours	74.30	41.20	12.70
Bluewater (5) Pump 1 Total Runtime	hours	0.00	3.50	0.00
Bluewater (5) Pump 2 Total Runtime	hours	14.20	8.80	318.60
Bluewater (6) Pump 1 Total Runtime	hours	18.90	10.90	21.20
Bluewater (6) Pump 2 Total Runtime	hours	411.30	158.30	212.20
Bluewater (7) Pump 1 Total Runtime	hours	9.60	5.90	5.10
Bluewater (7) Pump 2 Total Runtime	hours	9.20	5.60	5.30
Ginger Cove (1) Pump 1 Total Runtime	hours	114.20	66.20	37.41
Ginger Cove (1) Pump 2 Total Runtime	hours	0.00	0.00	32.61
Ginger Cove (2) Pump 1 Total Runtime	hours	0.00	0.00	27.90
Ginger Cove (2) Pump 2 Total Runtime	hours	16.60	14.80	68.10
Ginger Cove (3) Pump 1 Total Runtime	hours	0.00	0.00	51.40
Ginger Cove (3) Pump 2 Total Runtime	hours	0.00	0.00	29.80









Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Maintenance Budget	\$29,736.00	\$6,861.00	23%	33%
Total	\$29,736.00	\$6,861.00	23%	100%

JANUARY WORK ORDERS COMPLETED

Date completed	Equipment	Location	Task
1/19/2023	BYERSVILLE LS EMERGENCY GENERATOR	5029 Valley, NE	LS Monthly PM
1/25/2023	COUNTRY AIRE LIFTSTATION	5029 Valley, NE	LS Monthly PM
1/25/2023	DAIRY QUEEN LIFTSTATION	5029 Valley, NE	LS Monthly PM
1/20/2023	MALLARD LANDING LIFT STATION 1	5029 Valley, NE	LS Monthly PM
1/20/2023	MALLARD LANDING LIFT STATION 2	5029 Valley, NE	LS Monthly PM
1/20/2023	MALLARD LANDING LIFT STATION 3	5029 Valley, NE	LS Monthly PM
1/20/2023	MALLARD LANDING LIFT STATION 4	5029 Valley, NE	LS Monthly PM
1/25/2023	MEIGS LS EMERGENCY GENERATOR	5029 Valley, NE	LS Monthly PM
1/23/2023	REGIOINAL LS EMERGENCY GENERATOR	5029 Valley, NE	LS Monthly PM
1/23/2023	VALHAVEN LIFTSTATION	5029 Valley, NE	LS Monthly PM
1/23/2023	BLUEWATER LIFTSTATION 1	5029 Valley, NE	LS Monthly PM
1/23/2023	BLUEWATER LIFTSTATION 2	5029 Valley, NE	LS Monthly PM
1/19/2023	BLUEWATER LIFTSTATION 3	5029 Valley, NE	LS Monthly PM
1/19/2023	BLUEWATER LIFTSTATION 4	5029 Valley, NE	LS Monthly PM
1/18/2023	BLUEWATER LIFTSTATION 5	5029 Valley, NE	LS Monthly PM
1/18/2023	BLUEWATER LIFTSTATION 6	5029 Valley, NE	LS Monthly PM
1/18/2023	BLUEWATER LIFTSTATION 7	5029 Valley, NE	LS Monthly PM
1/18/2023	GINGER COVE LIFT STATION #1	5029 Valley, NE	LS Monthly PM
1/18/2023	GINGER COVE LIFT STATION #2	5029 Valley, NE	LS Monthly PM
1/18/2023	GINGER COVE LIFT STATION #3	5029 Valley, NE	LS Monthly PM
1/17/2023	GINGER WOODS LIFT STATION #1	5029 Valley, NE	LS Monthly PM
1/17/2023	GINGER WOODS LIFT STATION #2	5029 Valley, NE	LS Monthly PM
1/17/2023	GINGER WOODS LIFT STATION #3	5029 Valley, NE	LS Monthly PM
1/16/2023	2 INCH TRASH PUMP #1	5029 Valley, NE	Inspection
1/16/2023	3 INCH TRASH PUMP #1	5029 Valley, NE	Inspection
1/16/2023	2 INCH TRASH PUMP #2	5029 Valley, NE	Inspection
1/16/2023	3 INCH TRASH PUMP #2	5029 Valley, NE	Inspection
1/16/2023	2 INCH TRASH PUMP #3	5029 Valley, NE	Inspection
1/16/2023	LIFT STATION #1-VALLEY,NE SYST	5029 Valley, NE	LS Monthly PM
1/16/2023	LIFT STATION #1-VALLEY,NE SYST	5029 Valley, NE	LS Annual PM
1/19/2023	VALLEY SHORES LIFT STATION 1	5029 Valley, NE	LS Monthly PM
1/19/2023	VALLEY SHORES LIFT STATION 2	5029 Valley, NE	LS Monthly PM



1/19/2023	VALLEY SHORES LIFT STATION 3	5029 Valley, NE	LS Monthly PM
1/19/2023	VALMONT LIFT STATION	5029 Valley, NE	LS Monthly PM
1/16/2023	LIFT STATION #1-VALLEY,NE SYST WATER PLANT EMERGENCY	5029 Valley, NE	LS Annual PM
1/23/2023	GENERATOR	6029 Valley, NE	Service Equipment
1/23/2023	AIR COMPRESSOR	6029 Valley, NE	Inspection
1/23/2023	FIRST AID KIT	6029 Valley, NE	Inspection
1/23/2023	HARNESSES	6029 Valley, NE	Inspection
1/23/2023	HOIST AND WINCHES	6029 Valley, NE	Inspection
1/23/2023	HIGH SERVICE PUMP #2	6029 Valley, NE	Service Equipment
1/23/2023	LADDERS	6029 Valley, NE	Inspection
1/23/2023	PORTABLE GAS MONITOR	6029 Valley, NE	Calibrate Equipment
1/23/2023	TRIPOD	6029 Valley, NE	Inspection
1/23/2023	FIRE EXTINGUISHERS	6029 Valley, NE	Inspection
1/23/2023	Chemical Feed Line	6029 Valley, NE	Service Equipment

NOVEMBER 10, 2022 Valley Public Library Board of Trustees Minutes

Call to Order: President, Kyle Held, called the meeting to order at 6:32 p.m.

Roll Call: Trustees answering roll call: Theresa Samson, Kyle Held, Teresa Mejstrik, and Moria Winters. Librarian, Sami Stewart was also in attendance.

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

Approval of Agenda: Motion to approve by T. Samson seconded by M. Winters. Yeas: T. Samson, K. Held, T. Mejstrik, and M. Winters. Nays: None. Motion carried 4-0. There were no consent agenda items which required approval.

Recognition of Visitors/Correspondence: Dave Williams and Georgene Gottsch, representing the VCHS. Mr. Williams and Ms. Gottsch initiated an informal discussion with the library board. They stated that the museum board is looking at different options for a new building to house the museum. And, since it is known that the City of Valley has been doing a feasibility study to use the former Valley High School property for a new city office building and library; they are interested in possibly doing something in conjunction with the library.

Public Comment: None was given.

Approval of Prior Meetings Minutes: Motion to approve the September minutes was made by K. Held, seconded by T. Mejstrik. Yeas: K. Held, T. Samson, T. Mejstrik, M. Winters. Nays: none. Motion carried 4- 0.

Reports

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

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

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

D. **Foundation:** None

Old Business:

None

New Business

A. Copying/Printing Policy and Pricing

The board voted to reduce the charges of printing . Black & White copies will be \$.10 each and color copies will \$.25 each. Faxes are \$1.00 for every five pages and \$1.00 per page, for each additional page. K. Held made the motion to approve the policy change and M. Winters seconded. Yeas: K. Held ,T. Samson, T. Mejsrik, M. Winters. Nays: none. Motion carried 4- 0.

Comments and Announcements by Board Members: None

Meeting Adjournment was announced by President, K. Held at 7:23 p.m.
Next meeting is January 12, 2023 at 6:30pm

Respectfully submitted,

Theresa Samson, secretary

DAILY RECORDS January 2023

		This month	Last month	Last year
LIBRARY VISITS:				
	Adults	317	453	255
	Children	327	283	118
Computers	Adults	20	20	19
	Children	38	51	9
Fax/Copies		12	30	25

Reference transactions (indicate nature of question)

Locating Library Materials 29, Readers' Advisory 13, Account info and renewals 14, Technology Assistance 9, Local Info 45, General Info 52.

Total	162	184	82
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PROGRAM ATTENDANCE:

	Adults	25	112	29
1/7 Knitting – 4; 1/12 Library Board Meeting – 3; 1/14 Knitting – 5; 1/16 Book Club – 5; 1/21 Knitting – 3; 1/28 Knitting – 5;				
	Teens	37	16	35
1/4 D&D – 5; 1/11 D&D – 6; 1/20 DCW Middle School – 17; 1/25 D&D – 9;				
	Children	214	146	43
Monthly Scavenger Hunt - ; 1/6 Lego Club – 18; 1/10 Tween Tuesday – 7; 1/13 Lego Club – 12; 1/17 Tween Tuesday – 12; 1/20 Lego Club – 9; 1/21 DIY Candy Bar – 47; 1/23 YMCA Afterschool – 35; 1/24 Tween Tuesday – 12; 1/27 Lego Club – 17; 1/31 Tween Tuesday – 12;				
	Pre-K	17	18	0
1/9 DCW Preschool – 15; 1/27 Duplo Club – 2;				
Total		293	292	107

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

Valley 6, other DC 0, Non DC 0

Total	6	9	3
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Volunteers/hours	5/20	0/0	0/0
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MATERIALS CHECKED OUT:

Adult	487	644	188
Children	817	728	342
Overdrive	263	208	237

Feb. 14 mtg.

Cheryl Eckerman

From: Valley City Office
Sent: Tuesday, January 10, 2023 10:24 AM
To: Cindy Grove; Cheryl Eckerman; Tyler Cooper
Subject: Council Agenda Request Cole Buffington

Name: Cole Buffington
Phone: 4023599622
Email Address: cbuffington@metroymca.org
Address: 6100 Twin Rivers Circle Valley, NE 68064
Agenda Item Description: Liquor License approval for the Twin Rivers YMCA Dinner and Auction to be held March 31, 2023
Requested Action: Approval of liquor license for March 31, 2023.
Does this require an expenditure of funds: No

View in List

the Y[®]
YMCA

FOR YOUTH DEVELOPMENT[®]
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

STAMPEDE AT THE YMCA!

FRIDAY, MARCH 31, 2023 | 5:30 PM

Join us for the 19th Annual Dinner & Auction to benefit the Twin Rivers YMCA Strong Communities Campaign.

TWIN RIVERS YMCA
6100 Twin Rivers Circle, Valley, NE 68064 • 402-359-9622 • metroymca.org/twin-rivers-ymca

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

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

Twin Rivers YMCA

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

6100 Twin Rivers Circle Valley, NE 68064

Retail Liquor License Address or Non-Profit Business Address

47-0376586

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 3/31/23

Event Start Time(s): 5:30pm

Event End Time(s): 10:00pm

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: Twin Rivers YMCA

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

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

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

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

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

Event Contact Name: Cole Buffington Event Contact Phone Number: 4029608853

Event Contact Email: cbuffington@metroymca.org

*Signature Authorized Representative: Cole Buffington Printed Name Cole Buffington

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

*Retail licensee – Must be signed by a member listed on permanent license
*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

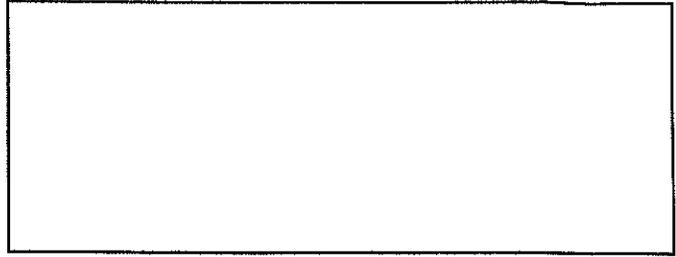
The local governing body for the City/Village of _____ **OR** County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

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

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



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

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

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

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

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

Twin Rivers YMCA

NAME OF CORPORATION

47-0376586

FEDERAL ID NUMBER

SIGNATURE OF TITLE OF CORPORATE OFFICERS

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

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS _____ DAY OF _____, _____.

NOTARY PUBLIC SIGNATURE & SEAL

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

USER NAME: _____

TYPE OF NON-PROFIT: (Check one that best applies)

Municipal ___ Political ___ Fine Arts ___ Fraternal ___ Religious ___ Charitable Public Service ___

FEDERAL ID # 47-0376586

NAME OF NON-PROFIT CORPORATION (AS NAME IS EXACTLY LISTED BY THE IRS):

Twin River YMCA

ADDRESS: 6100 Twin Rivers Circle

CITY Valley COUNTY Douglas ZIP 68064

CONTACT PERSON: Cole Buffington

EMAIL ADDRESS: cbuffington@metroymca.org

City of Valley
Tree Board Minutes
February 6, 2023
6:30 P.M.

Present: Tyler Cooper, Sue Johnson, Mark Henderson, Troy Hardman, Cindy Grove, Doug Eggen, Mike Wiekhorst. Via Zoom: Graham Herbst, Gregg Lemke

Absent: None

The meeting was brought to order at 6:30 pm. Roll call was taken and is listed above.

Old Business:

Tree Inventory – We discussed the importance of getting a tree inventory for City trees (street, parks, cemetery & arboretum) Our guest, Graham Herbst volunteered to attend our next meeting to demonstrate the software used to complete the inventory. We discussed that we really didn't feel we had the expertise to correctly categorize said trees. Mike would be the only person with the expertise to identify them accurately. They recommend a two person teams with one person doing the driving and the second doing the identification and logging.

Tree Grants – We discussed that the deadline for the NRD tree grant application is February 15th, 2023. We decided that we would plan to plant those trees at the trailhead parking lot to be constructed this spring, if we were awarded the grant. Mike is going to submit the NRD tree grant application. Mark is also applying for the 10 free tree grant through the Nebraska forestry service.

Tree City USA application – Doug submitted the 2023 application on November 21, 2022 but has not heard anything yet.

Ordinance clarification and proposal – Mike presented proposed changes to the City ordinances that have to do with trees. He gathered data from surrounding communities and we went through the proposed changes and made a few changes to his proposal. The tree board voted unanimously to submit the proposed changes to the City council at the February 14, 2023 meeting.

New member – Cindy is almost finished with the board application that would apply to any City board. Once the application is completed we will advertise for anyone interested to apply and seat a new member as soon as possible.

New Business:

Arbor Day 2023 – Arbor day is Friday April 28th, 2023. We discussed plans to plant this year's tree again in conjunction with the DC West schools and on school property. Mike wants to reach out to the biology instructor at DC West and see if we can get some interest from high school students to participate in the ceremony. Mark volunteered again to pick up the tree from Lanoha.

QR Code Identifier – Mike brought up the fact that it might be nice to include a QR code on a plaque by memorial trees in the arboretum. The families of the memorialized person could compose a brief memoriam and when someone scanned the QR code it would take them to the memoriam. We also talked about doing something like that on newly planted trees so that someone could scan the QR code that would tell them what kind of tree it was and little description of it. This discussion will be continued at the next meeting.

Goals for 2023:

1. Plant more trees using budgeted funds and grants
2. Complete an Inventory of the public community forest.
3. Review ordinances and propose tree related updates ie requiring new construction homes to include a tree in their front yard.
4. Add a replacement tree board member.
5. Apply for tree related grants.

The meeting adjourned at 7:57 pm.

Next meeting is Monday April 3rd, 2023 at 6:30 pm at the City of Valley Council Chambers.

**REQUEST FOR
ANNEXATION**

The undersigned Elkhorn Athletic Association, being the owner of the following described property:

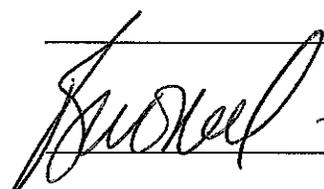
LEGAL DESCRIPTION

hereby requests that such property be annexed into the corporate limits of the City of Valley in Douglas County, Nebraska.

1. A total of approximately 117 acres, consisting of all of LANDS SEC-TWN-RGE 32-16-10 -EX IRREG S 627.82 N 1412.6 W 533.76 E 572.66 FT & PT DESC WD 2090-372- S1654.25 N 1985.61 FT NE 1/4 89.92 AC and a portion of (approximately 27 acres) LANDS SEC-TWN-RGE 32-16-10 -EX E 43.8 FT & EX RD & PT OF IRREG 11.248 AC TRT LYING SE OF VALLEY EAST CONNECTOR RD & W OF 252 ST- S 1/2 S 1/2 NE 1/4 & -EX E 40 FT & 2.72AC PARCEL DESC TR DEED 3090-372 & IRR E 1273.37 N 185.62 FT- N 1/2 SE 1/4, as shown in Exhibit A (the "Property"), together with all (i) buildings, (ii) fixtures, (iii) improvements; (iv) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way and interests appurtenant to and which benefit the Property and/or the improvements and (vii) equipment permanently attached to the Property; provided, however, the Property does not include any irrigation equipment or well equipment.
2. A total of approximately 143.9 acres N. 264th Street and Ida Street Valley, NE 68064 Legal Description (Property): LANDS SEC-TWN-RGE 32-16-10 -EX N 536 W 325 FT & IRREG PARCEL DESC WD 2086-612 FOR HWY & IRREG S 440.93 W 602.75 FT- NW 1/4 32-16-10 143.9 AC (More or less) Douglas County, NE (the "Property"), together with all (i) buildings, (ii) fixtures, (iii) improvements; (iv) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way and interests appurtenant to and which benefit the Property and/or the improvements and (vii) equipment permanently attached to the Property. Exhibit B

Dated this 23 day of January 2023.

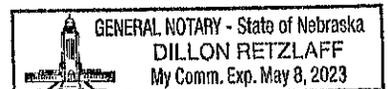
1-23-2023

 - Executive Director

By: Bruce O'Neel _____

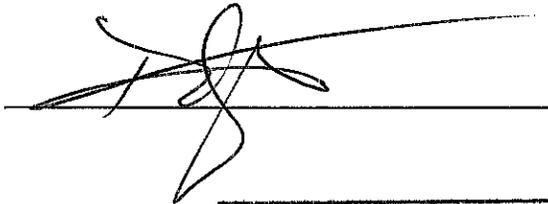
Title: EAA Executive Director _____





STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing Request for Annexation was acknowledged before me this 23 day of January, 2023 by Bruce O'Neil, EAA Executive Director of Elkhorn Athletic Association, a _____, for and on behalf of said Company.



Notary Public

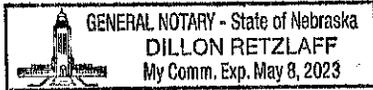
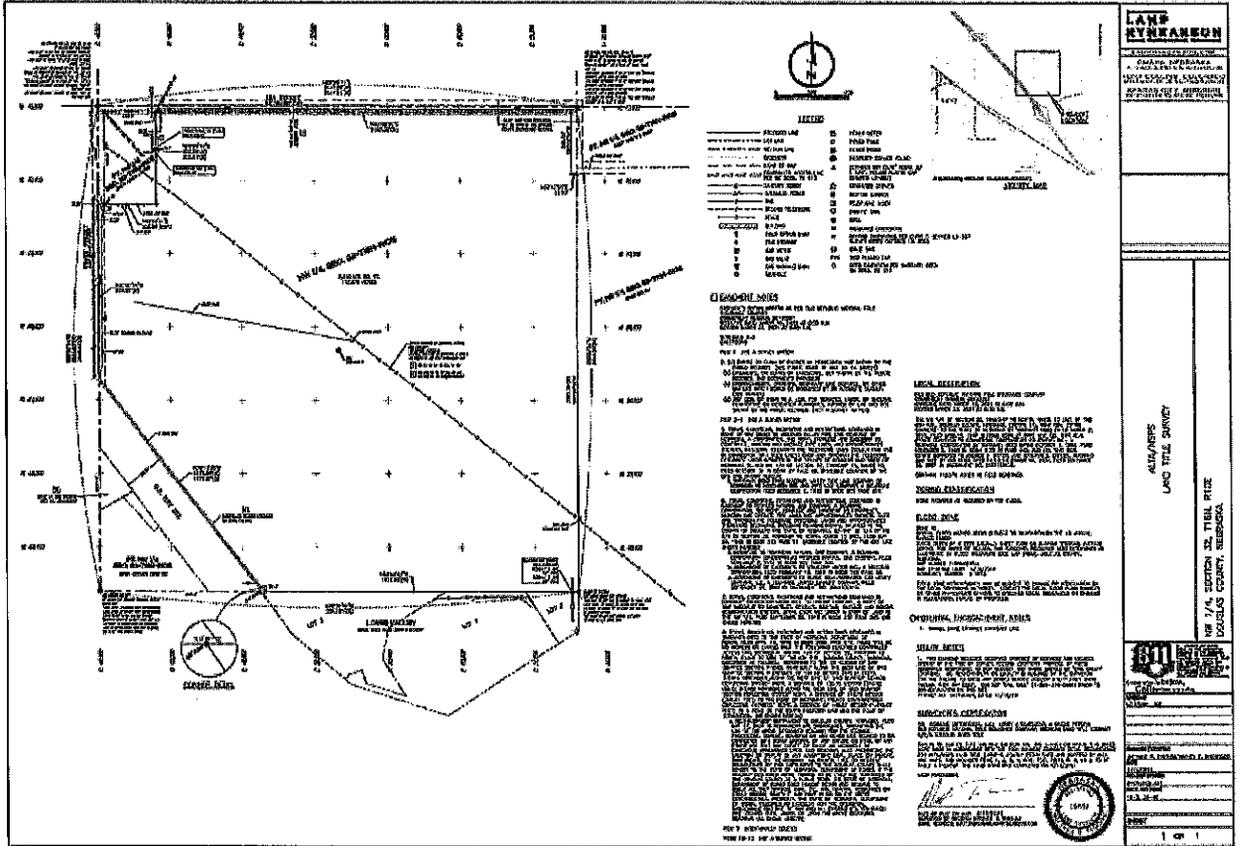


Exhibit A
Property is highlighted



Exhibit B
Property is highlighted



**ORDINANCE NO. 785
OF THE CITY OF VALLEY, NEBRASKA**

AN ORDINANCE OF THE CITY OF VALLEY, NEBRASKA, ANNEXING AND EXTENDING THE CORPORATE LIMITS OF THE CITY OF VALLEY TO INCLUDE CERTAIN REAL ESTATE OWNED BY ELKHORN ATHLETIC ASSOCIATION, A NEBRASKA NONPROFIT CORPORATION, WHICH IS GENERALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA.

WHEREAS, it appears desirable and for the public good and the best interests of the City of Valley, that an Ordinance be passed annexing and extending the corporate limits of the City of Valley to include the real estate hereinafter described; and

WHEREAS, said real estate is contiguous or adjacent to the corporate limits of the City of Valley, and is urban or suburban in character; and

WHEREAS, the sole owner of said real estate, Elkhorn Athletic Association, a Nebraska nonprofit corporation, has requested that the real estate be annexed to the City of Valley pursuant to the provisions of Neb. Rev. Stat. § 18-3301 via a written Request for Annexation dated January 23, 2023; and

WHEREAS, said real estate will receive material benefits and advantages from annexation into the corporate limits of the City of Valley.

Section 1. That the real estate hereinafter described be, and the same is hereby annexed and included within the corporate limits of the City of Valley, Nebraska, and said real estate and the persons thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included within the corporate limits of the City of Valley, Nebraska.

Section 2. The real estate which is hereby annexed and included within the corporate limits of the City of Valley, Nebraska is legally described on Exhibit "A" attached hereto.

A map of the area is attached hereto and marked as Exhibit "B" and by this reference made a part of this Ordinance. The land to be annexed is marked thereon, but said map is for convenience and, in case of discrepancy, the description in this Ordinance shall be controlling.

Section 3. This Ordinance shall be in full force and effect fifteen (15) days from and after its passage as provided by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

INTRODUCED BY COUNCIL MEMBER:

APPROVED BY

Mayor Cindy Grove
City of Valley, Nebraska

First Reading: _____

Second Reading: _____

PASSED: _____

ATTEST:

CHERYL ECKERMAN, City Clerk
City of Valley, Nebraska

EXHIBIT "A"

A total of approximately 117 acres, consisting of all of LANDS SEC-TWN-RGE 32-16-10 -EX IRREG S 627.82 N 1412.6 W 533.76 E 572.66 FT & PT DESC WO 2090-372-S1654.25 N 1985.61 FT NE 1/4 89.92 AC and a portion of (approximately 27 acres) LANDS SEC-TWN-RGE 32-16-10 -EX E 43.8 FT & EX RD & PT OF IRREG 11.248 AC TRT LYING SE OF VALLEY EAST CONNECTOR RD & W OF 252 ST- S 1/2 S 1/2 NE 1/4 &-EX E 40 FT & 2.72AC PARCEL DESC TR DEED 3090-372 & IRR E 1273.37 N 185.62 FT- N 1/2 SE 1/4

AND

A total of approximately 143.9 acres N. 264th Street and Ida Street Valley, NE 68064 Legal Description (Property): LANDS SEC-TWN-RGE 32-16-10-EX N 536 W 325 FT & IRREG PARCEL DESC WO 2086-612 FOR HWY & IRREG S 440.93 W 602.75 FT- NW 1/4 32-16-10 143.9 AC (More or less) Douglas County, NE

Citizen Agenda Item



Anyone wishing to request an agenda item or offer comments or concerns about City matters, are asked to complete this form and return it to the City Office in person at 203 N Spruce Street, via mail at PO Box 682, Valley, NE 68064 or via email to cityclerk@valley.omhcoxmail.com.

Requests must be received by 5:00 PM on the Thursday prior to the City Council Meeting.

Council Meetings are held on the second Tuesday of each month at 7:00 PM.

Today's Date: Jan 9, 2023 For the meeting date of: Jan 10, 2023

Agenda item title: Use of Joe Roberts Arboretum

Please clearly state your comment or concern:

Permission to deploy a temporary antenna from Mar 22-26, 2023. Municipal Code 1-1103, para 1, states no use between 11pm and 6am. No human use is requested during these hours. Refer to the attached document for additional information.

Please state what action you would like the Council to take:

Authorize temporary antenna deployment and waiver of 1-1103, para 1, use hours.

Does this item require the expenditure of funds? Yes _____ No XX

Name: Matt Jones

Address: 229 E Condron St.

Phone: 402.982.4257 Email: matt@flyfast.net

Matt Jones, 229 E Condron St., supports various government, emergency services, and support organizations, through a variety of methods, such as providing long distance message transmission. Several times per year, some of these organizations conduct exercises to ensure participants are proficient in deploying and operating from temporary facilities. The first of these interoperability exercises is scheduled for March 23-25, 2023.

This request is to allow the deployment of a temporary high frequency antenna in the Joe Roberts Arboretum for this exercise.

Hazards to the public are limited to tripping on the rope guy lines, which are high visibility red polypropylene (550 paracord.) The guy stakes are placed flush with the ground; thus, no puncture hazards exist.

The antenna connection is aerial and will cross from the park to my lot at greater than 10' of elevation.

The Valley Municipal Code, section 1-1103, para 1, prohibits any manner of utilization of the park between 11pm and 6am. This is a request for a waiver from the prohibition as well as permission to deploy the antenna. The antenna would be erected March 22nd or 23rd and removed by the end of day, March 26th.

Erect two 30' guyed poles 100' apart to support a wire antenna. The installation looks similar to the picture at right.



Here is an overhead of the north end of the Joe Roberts Arboretum with the antenna shown as a yellow line and the guys in red.



STILL WATER LAKE

LOTS 1 THROUGH 23, INCLUSIVE, AND OUTLOTS A AND B, BEING A PLATTING OF PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 16 NORTH, RANGE 10 EAST, OF THE 6TH P.M. DOUGLAS COUNTY, NEBRASKA

LOCATED IN:
SW 1/4, SW 1/4, SEC. 30-T16N-R10E

LAMP RYNEARSON

LAMP RYNEARSON.COM
OMAHA, NEBRASKA
1410 W. LODGE RD. STE. 100 HOUSTON 2490
FORT COLLINS, COLORADO
4715 BRUNSWICK DR. STE. 100 FORT COLLINS, CO 80525
KANSAS CITY, MISSOURI
8001 STATE LINE RD. STE. 200 WILSON, MO 64094



VICINITY MAP

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE BOUNDARY OF THE PLAT AND THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS STILL WATER LAKE, LOTS 1-23, INCLUSIVE, AND OUTLOTS A AND B, BEING A PLATTING OF PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 16 NORTH, RANGE 10 EAST, OF THE 6TH P.M. DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 16 NORTH, RANGE 10 EAST OF THE 6TH P.M. DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30;
THENCE SOUTH 87°21'18" EAST FOR 126.82 FEET ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30 TO THE EAST RIGHT OF WAY LINE OF NORTH 27TH STREET;
THENCE SOUTH 07°07'57" WEST FOR 59.88 FEET ON THE EAST RIGHT OF WAY LINE OF NORTH 27TH STREET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 87°57'57" EAST FOR 144.81 FEET;
THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 420.00 FEET AND A LONG CHORD BEARING SOUTH 84°25'35" EAST FOR 17.57 FEET) FOR AN ARC LENGTH OF 17.57 FEET;
THENCE SOUTH 02°07'42" WEST FOR 144.88 FEET;
THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 251.53 FEET AND A LONG CHORD BEARING SOUTH 87°24'38" EAST FOR 192.20 FEET) FOR AN ARC LENGTH OF 192.27 FEET;
THENCE SOUTH 42°14'43" WEST FOR 317.77 FEET;
THENCE ON A CURVE TO THE LEFT (HAVING A RADIUS OF 190.00 FEET AND A LONG CHORD BEARING SOUTH 02°49'24" EAST FOR 283.88 FEET) FOR AN ARC LENGTH OF 338.88 FEET;
THENCE SOUTH 35°24'28" WEST FOR 403.93 FEET;
THENCE NORTH 07°07'57" WEST FOR 104.44 FEET;
THENCE NORTH 86°25'12" WEST FOR 238.25 FEET TO THE EAST LINE OF WEST STREET;
THENCE ON THE EAST LINE OF WEST STREET AND NORTH 27TH STREET THE FOLLOWING SEVEN (7) COURSES:
1. THENCE NORTH 01°41'03" EAST FOR 181.17 FEET;
2. THENCE NORTH 12°01'58" WEST FOR 180.92 FEET;
3. THENCE NORTH 12°07'58" EAST FOR 101.85 FEET;
4. THENCE NORTH 09°42'53" WEST FOR 104.44 FEET;
5. THENCE NORTH 86°25'12" WEST FOR 19.57 FEET;
6. THENCE NORTH 07°07'57" EAST FOR 857.04 FEET TO THE POINT OF BEGINNING.
CONTAINING 14.897 ACRES.



LEGEND

- PROPERTY LINE
- - - LOT LINE
- - - SECTION LINE
- - - EASEMENT
- ⊙ SECTION CORNER

NOTES

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
3. ALL ANGLES ARE 90° UNLESS NOTED.
4. ALL PROPOSED EASEMENTS WILL BE RECORDED VIA SEPARATE RECORDED INSTRUMENTS.
5. NEW EASEMENTS SHOWN HEREIN MAY BE SUBJECT TO CHANGE REFER TO THE FINAL EASEMENT RECORDED DOCUMENT FOR THE OFFICIAL LOCATION.
6. LOTS 1 AND 2 WILL HAVE NO DIRECT VEHICULAR ACCESS TO WEST STREET OR NORTH 27TH STREET, EXCEPT FOR A SHARED EASEMENT.

MATTHEW R. TRANKHAM, LS-692

DATE



DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE, STILL WATER LAKE, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNERS AND UNITED REPUBLIC BANK, MORTGAGEE, OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EASEMENTS WITHIN THIS PLAT, HAVE GRANTED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN HEREIN, SAID SUBDIVISION TO BE HEREINAFTER KNOWN AS STILL WATER LAKE, LOTS 1-23, INCLUSIVE, AND OUTLOTS A AND B, DO HEREBY GRANT AND APPROVE OF THE DEDICATION OF SAID PROPERTY AS SHOWN ON THIS PLAT, AND DO HEREBY GRANT THE EASEMENTS AS SHOWN HEREIN. WE DO HEREBY GRANT TO THE GRANTEE, THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS SHOWN HEREIN FOR THE STATED PURPOSES FOR THE INDICES AND EASEMENTS IN CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES, PROVIDED, HOWEVER, THAT IT IS RESERVED TO THE GRANTEE, AND TO THE GRANTEE'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA THIS GRANT OF ANY EASEMENT SHOWN HEREIN SHALL NOT BE PAID, NOR BE CONSIDERED TO PASS TO THE GRANTEE, IN THE EVENT INTEREST OF TITLE OF THE EASEMENT AREAS. ANY VIOLATION OR RELIANCE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM.

GRANTS OF EASEMENTS

FOR POWER AND COMMUNICATIONS
PERPETUAL EASEMENTS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION TRANSMITTING COMMUNICATION SIGNALS AUTHORIZED TO USE THE CITY STREETS, TO ERRECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT ENERGY FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SIGNALS OF ALL KINDS AND THE RECEIPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ADJUTING ALL FRONT AND SIDE BOUNDARY LINES, AND A FOUR-FOOT-WIDE STRIP OF LAND ADJUTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, AND A TEN-FOOT-WIDE STRIP OF LAND ADJUTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM "EXTERIOR LOTS" IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED PORTION OF SAID TRACT—WHICH EASEMENT WILL BE REDUCED TO AN EIGHT-FOOT-WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT AREA, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPE AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

FOR WATER AND GAS
PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, AND ANY NATURAL GAS PROVIDER, AND THEIR SUCCESSORS AND ASSIGNS, TO ERRECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, FITTINGS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ADJUTING ALL STREET FRONTAGES OF ALL LOTS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT AREA, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPE AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

STILL WATER LAKE, LLC, OWNER

ROBERT D. HAMPTON
MANAGING MEMBER

UNITED REPUBLIC BANK, MORTGAGEE

(PRINTED NAME) SIGNATURE

(PRINTED TITLE)

APPROVAL OF VALLEY CITY PLANNING COMMISSION

APPROVAL OF THE PLANNING COMMISSION OF VALLEY, NEBRASKA

THIS FINAL PLAT OF LOTS 1-23, INCLUSIVE, AND OUTLOTS A AND B, WAS APPROVED BY THE VALLEY PLANNING COMMISSION THIS

DAY OF _____ 20__

SECRETARY, VALLEY PLANNING COMMISSION

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EASEMENTS IN THIS PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE. THIS

DAY OF _____ 20__

DOUGLAS COUNTY TREASURER

ACKNOWLEDGEMENT OF NOTARIES

STATE OF NEBRASKA } ss

COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

DAY OF _____ 20__

BY (PRINTED NAME) (PRINTED TITLE) OF

UNITED REPUBLIC BANK, ON BEHALF OF SAID BANK.

SIGNATURE OF NOTARY PUBLIC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

DAY OF _____ 20__

BY (PRINTED NAME) (PRINTED TITLE) OF

UNITED REPUBLIC BANK, ON BEHALF OF SAID BANK.

SIGNATURE OF NOTARY PUBLIC

PARCEL #	AREA (SQ)	PARCEL #	AREA (SQ)
1	82486	13	4338
2	97424	14	5415
3	6323	15	8383
4	3279	16	8504
5	5826	17	8928
6	5640	20	5284
7	5286	21	5288
8	5281	22	5945
9	4821	23	8903
10	3489	OUTLOT AREA TABLE	
11	4821	11	5383
12	5942	PARCEL #	AREA (SQ)
13	8942	A	313835
14	5414	B	41919

LOT	HIGH POINTS EXISTING GRADE WITHIN PROPOSED LOT BOUNDARIES	SEE (MINIMUM FINISHED FLOOR ELEVATION)
1	1145	1146
2	1145	1146
3	1145	1146
4	1145	1146
5	1145	1146
6	1145	1146
7	1145	1146
8	1145	1146
9	1145	1146
10	1144	1147
11	1144	1147
12	1144	1147
13	1143	1148
14	1142	1148
15	1142	1148
16	1142	1148
17	1142	1148
18	1141	1148
19	1141	1148
20	1141	1148
21	1141	1148
22	1141	1148
23	1141	1148

ACCEPTANCE BY VALLEY CITY COUNCIL

ACCEPTANCE BY VALLEY CITY COUNCIL OF

THIS FINAL PLAT OF STILL WATER LAKE, LOTS 1-23, INCLUSIVE, AND OUTLOTS A AND B, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF VALLEY, NEBRASKA ON THIS

DAY OF _____ 20__

IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

SEAL) MAYOR _____

ATTEST) CITY CLERK _____

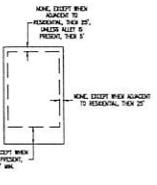
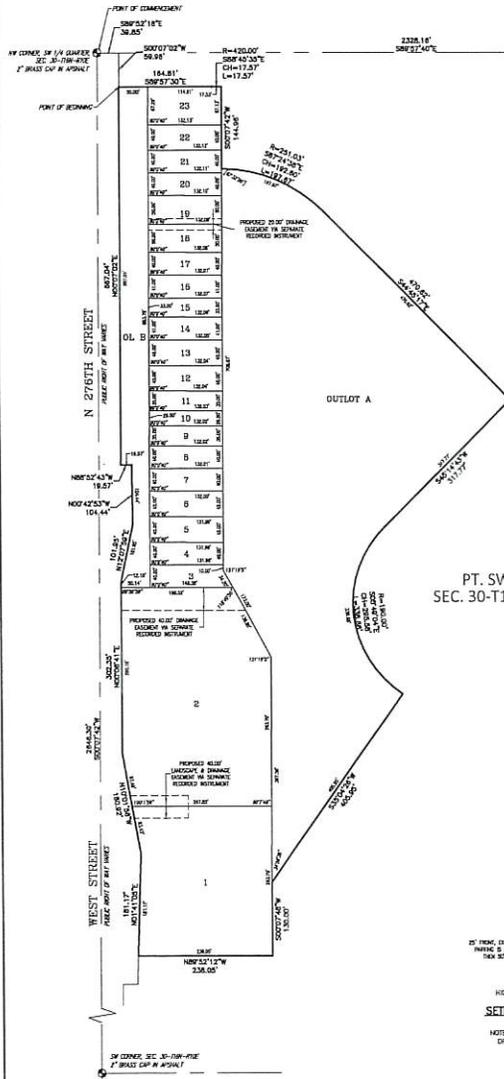
ACCEPTANCE BY VALLEY CITY ENGINEER

THIS FINAL PLAT OF LOTS 1-23, INCLUSIVE, AND OUTLOTS A AND B, WAS REVIEWED AND APPROVED BY THE VALLEY CITY ENGINEER ON THIS

DAY OF _____ 20__

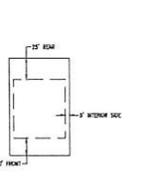
VALLEY CITY ENGINEER

PT. SW 1/4
SEC. 30-T16N-R10E



C-3 ZONING
HIGHWAY COMMERCIAL DISTRICT
SETBACK REQUIREMENTS
NO SCALE

NOTE: SEE CITY OF VALLEY ZONING ORDINANCE, SECTION 8.13 FOR ADDITIONAL REQUIREMENTS



R-3 ZONING
LAKE FRONT RESIDENTIAL DISTRICT
SETBACK REQUIREMENTS
NO SCALE

NOTE: SEE CITY OF VALLEY ZONING ORDINANCE, SECTION 8.11 FOR ADDITIONAL REQUIREMENTS

FINAL
PLAT

STILL WATER LAKE (LOTS 1-23 INCLUSIVE, AND OUTLOTS A AND B)
VALLEY, DOUGLAS COUNTY, NEBRASKA



Know what's below.
Call before you dig.

REVISIONS

NO.	DATE	DESCRIPTION

OWNER / DRAFTER: MICHEL L. FOWLER
DATE: 7/28/2022
PROJECT NUMBER: 81202201
BOOK AND PAGE: BHEET

1 OF 1

RESOLUTION NO. 2023-03

WHEREAS, on August 16, 2022 the City of Valley Planning Commission met pursuant to Statutory Public Notice and considered the following plat:

Still Water Lake

Lots 1 through 23, Inclusive, and Outlots A and B, being a platting of part of the southwest quarter of Section 30, Township 16 North, Range 10 East, of the 6th P.M. Douglas County, Nebraska

WHEREAS, said Planning Board recommended approval of said plat, therefore;

BE IT HEREBY RESOLVED by the Governing Body of the City of Valley, Douglas County, Nebraska, that it hereby approves the final plat of

Still Water Lake

Lots 1 through 23, Inclusive, and Outlots A and B, being a platting of part of the southwest quarter of Section 30, Township 16 North, Range 10 East, of the 6th P.M. Douglas County, Nebraska

A copy of which plat and land surveyor's certificate, showing the plat, map and survey of the lot(s) involved in the said plat is attached hereto and made a part hereof by reference.

DATED this 14th day of February, 2023

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

John Batcher, Council President

Bryon Ueckert, Council Member

Linda Lewis, Council Member

Chris TenEyck, Council Member

ATTEST:

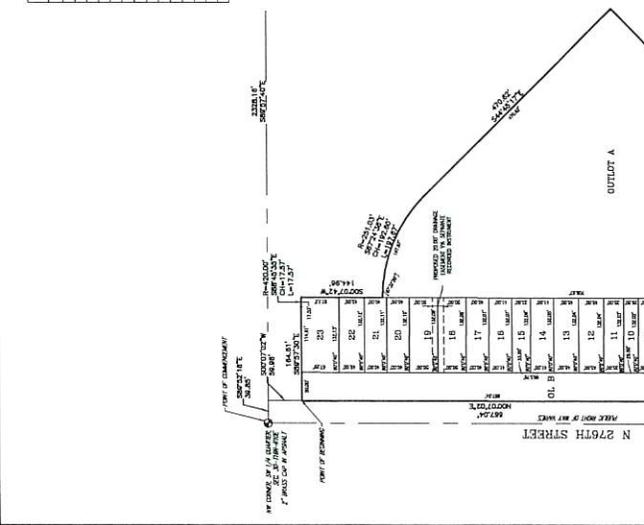
Cheryl K. Eckerman, City Clerk

STILL WATER LAKE

LOTS 1 THROUGH 23, INCLUSIVE, AND OUTLOTS A AND B, BEING A PLATTING OF PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 18 NORTH, RANGE 10 EAST, OF THE 5TH P.M. DOUGLAS COUNTY, NEBRASKA

PANEL AREA	PANELL AREA
1 16428	1 16428
2 17428	2 17428
3 18428	3 18428
4 19428	4 19428
5 20428	5 20428
6 21428	6 21428
7 22428	7 22428
8 23428	8 23428
9 24428	9 24428
10 25428	10 25428
11 26428	11 26428
12 27428	12 27428
13 28428	13 28428
14 29428	14 29428

LOT	MINIMUM FINISHED FLOOR ELEVATION	MINIMUM FINISHED FLOOR ELEVATION
1	1142	1142
2	1142	1142
3	1142	1142
4	1142	1142
5	1142	1142
6	1142	1142
7	1142	1142
8	1142	1142
9	1142	1142
10	1142	1142
11	1142	1142
12	1142	1142
13	1142	1142
14	1142	1142
15	1142	1142
16	1142	1142
17	1142	1142
18	1142	1142
19	1142	1142
20	1142	1142
21	1142	1142
22	1142	1142
23	1142	1142



NOTES

- ALL DIMENSIONS ARE SHOWN IN DECIMAL FEET.
- ALL DISTANCES SHOWN UNLESS OTHERWISE NOTED.
- ALL ANGLES ARE BY BACKSIGHT.
- ALL PROPERTY DIMENSIONS WILL BE RECORDED.
- NO SEPARATE RECORDED INSTRUMENTS.
- NO DOCUMENTS SHOWING HEREON MAY BE RECORDED IN ANY OFFICIAL LOCATION.
- UTILITIES ARE LOCATED AS SHOWN BY SURVEY OF NORTH 29TH STREET, EXCEPT FOR 1 SHOWN AS NOTED OTHERWISE.

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A REASONABLE QUANTITY OF THE SUBDIVISION HEREON AND THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF NEBRASKA. THE PLAT AND THE PERMANENT MONUMENTS WILL BE PLACED IN ALL CORNERS, INTERSECTIONS AND ALONG THE ENTIRE PERIMETER OF THE PLAT. THE PERMANENT MONUMENTS WILL BE PLACED IN ALL CORNERS, INTERSECTIONS AND ALONG THE ENTIRE PERIMETER OF THE PLAT. THE PERMANENT MONUMENTS WILL BE PLACED IN ALL CORNERS, INTERSECTIONS AND ALONG THE ENTIRE PERIMETER OF THE PLAT.

APPROVAL OF VALLEY CITY PLANNING COMMISSION

APPROVED BY VALLEY CITY COUNCIL OF THE PLANNING COMMISSION OF VALLEY, NEBRASKA

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE RECEIVED THE SPECIAL TAXES DUE ON THIS CERTIFICATE AND I HAVE DEPOSITED THE SAME IN THE TREASURY OF THE COUNTY OF DOUGLAS, NEBRASKA.

APPROVAL BY VALLEY CITY ENGINEER

THIS ENGINEER HAS REVIEWED THE PLAT AND FINDS IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NEBRASKA ENGINEERING ACT AND THE SUBDIVISION ACT.

DEDICATED

FROM ALL PERSONS IN THESE PORTIONS THAT THE STILL WATER LAKE, A NEBRASKA LIMITED LIABILITY COMPANY, OPERATES AND MAINTAINS AS A PUBLIC GOLF COURSE AND ANY TELECOMMUNICATIONS FACILITIES, UTILITIES, AND OTHER FACILITIES, INCLUDING BUT NOT LIMITED TO, WATER, GAS, AND ELECTRICITY, SHALL BE CONSIDERED AS DEDICATED TO THE PUBLIC USE OF THE STATE OF NEBRASKA.

ACKNOWLEDGEMENT OF NOTARIES

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____.

APPROVAL OF VALLEY CITY COUNCIL

APPROVED BY VALLEY CITY COUNCIL OF THE PLANNING COMMISSION OF VALLEY, NEBRASKA

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE RECEIVED THE SPECIAL TAXES DUE ON THIS CERTIFICATE AND I HAVE DEPOSITED THE SAME IN THE TREASURY OF THE COUNTY OF DOUGLAS, NEBRASKA.

APPROVAL BY VALLEY CITY ENGINEER

THIS ENGINEER HAS REVIEWED THE PLAT AND FINDS IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NEBRASKA ENGINEERING ACT AND THE SUBDIVISION ACT.

DEDICATED

FROM ALL PERSONS IN THESE PORTIONS THAT THE STILL WATER LAKE, A NEBRASKA LIMITED LIABILITY COMPANY, OPERATES AND MAINTAINS AS A PUBLIC GOLF COURSE AND ANY TELECOMMUNICATIONS FACILITIES, UTILITIES, AND OTHER FACILITIES, INCLUDING BUT NOT LIMITED TO, WATER, GAS, AND ELECTRICITY, SHALL BE CONSIDERED AS DEDICATED TO THE PUBLIC USE OF THE STATE OF NEBRASKA.

ORDINANCE NO. 786

AN ORDINANCE AMENDING THE ZONING REGULATIONS OF VALLEY, DOUGLAS COUNTY, NEBRASKA, FINDING THE PROPOSED AMENDMENT WAS DULY SUBMITTED TO THE PLANNING BOARD OF VALLEY, DOUGLAS COUNTY, NEBRASKA, FOR ITS RECOMMENDATION AND THAT IT RECOMMENDED THE ADOPTION OF THE AMENDMENT; FINDING THAT NOTICE OF HEARING ON SUCH AMENDMENT WAS DULY GIVEN PRIOR TO THE HEARING AS PROVIDED BY LAW AND THAT SUCH PUBLIC HEARING WAS HAD THEREON; FINDING THAT THE ZONING MAP OF VALLEY, DOUGLAS COUNTY, NEBRASKA, BE AMENDED AS FOLLOWS:

Still Water Lake Lots 3 through 23 inclusive and 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 shall be re-zoned to R-3 Lakefront Residential District.

PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE, AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH.

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

Section 1. That the Mayor and City Council of the City of Valley, Douglas County, Nebraska proposed amendments to the Zoning Regulations of said City, which proposed amendments were duly submitted to the Planning Board of Valley, Douglas County, Nebraska, for its recommendation. The Planning Board recommended that the proposed amendments be adopted.

Section 2. That the notices of hearing before the Planning Board and Governing Body of such proposed amendments were duly given by posting and publication at least ten (10) days prior to the hearings as provided by law and that public hearings were had thereon.

Section 3. That the Zoning Regulations of Valley, Douglas County, Nebraska, be and hereby are amended as follows:

Still Water Lake Lots 3 through 23 inclusive and 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 shall be re-zoned to R-3 Lakefront Residential District.

A copy of such tract is attached hereto and made a part hereof by reference.

Section 4. That the Zoning Map of the City of Valley, Douglas County, Nebraska, be hereby amended to reflect the herein described changes.

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

Section 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND APPROVED this 14th day of February, 2023.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

ATTEST:

Cheryl K. Eckerman, City Clerk

RESOLUTION NO. 2023-04

WHEREAS, the City of Valley, Nebraska, proposes to enter into a Subdivision Agreement and Agreement for Irrevocable Letter of Credit with Still Water Lake LLC, and

WHEREAS, proposed subdivision agreement and irrevocable letter of credit with Still Water Lake LLC, have been submitted, and

WHEREAS, the Valley City Council met in regular session on February 14, 2023 and reviewed said agreements,

NOW, THEREFORE, BE IT RESOLVED, that the Valley City Council authorizes Mayor Cindy Grove to execute the subdivision agreement and irrevocable letter of credit with Still Water Lake LLC, on behalf of the City of Valley, copies of which are marked "Exhibit A" and attached hereto and made a part hereof by reference.

DATED this 14th day of February, 2023.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

John Batcher, Council President

Bryon Ueckert, Council Member

Linda Lewis, Council Member

ATTEST:

Chris TenEyck, Council Member

Cheryl K. Eckerman, City Clerk

SUBDIVISION AGREEMENT

STILL WATER LAKE – PHASE I

THIS AGREEMENT made and entered this ____ day of February 2023, by and between Still Water Lake, L.L.C., a Nebraska limited liability company (hereinafter referred to as "Subdivider"), the City of Valley, a City of the Second Class in the State of Nebraska (hereinafter referred to as "City"), and the Still Water Lake Homeowners Association, Inc., a Nebraska nonprofit corporation (hereinafter referred to as the "Association"). This Subdivision Agreement applies only to the real property described on Exhibit "A", attached hereto and incorporated herein by this reference, containing approximately 14.194 acres (the "Area to be Developed"). At such time as a Final Plat is approved subdividing the Area to be Developed into Lots 1-23 and Outlots A and B, this Agreement shall be amended to substitute the legal descriptions for the Lots for the legal description on Exhibit "A".

WITNESSETH

WHEREAS, Subdivider is the owner of the Area to be Developed, and intends to develop a lakeside residential subdivision to be known as Still Water Lake – Phase I as shown on the proposed Final Plat attached hereto as Exhibit "B" and incorporated herein by this reference; and

WHEREAS, Subdivider desires to connect the system of sanitary sewers, water mains, streets, storm sewers and sidewalks to be constructed within the Area to be Developed to the sewers, waters, streets, storm sewers and sidewalks of the City; and

WHEREAS, the Subdivider has formed or will form the Association and one of its purposes is to maintain certain improvements pursuant to this Agreement; and

WHEREAS, the City will design, engineer and contract for the construction of certain public improvements to be constructed within in the Area to be Developed; and

WHEREAS, Subdivider will design, engineer and contract for the construction of certain public and private improvements to be constructed in the Area to be Developed; and

WHEREAS, the parties wish to set forth the conditions which must be satisfied for the Final Plat] of the Area to be Developed to be signed and filed, and also to set forth certain continuing obligations of the parties after the filing of the Final Plat.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For the purpose of this Agreement, the following words and phrases shall have the following meanings:

- A. The "cost" or "entire cost" of improvements shall be deemed to include all construction costs, design and engineering fees, testing expenses, legal fees incurred by City, and miscellaneous costs.

SECTION I: PUBLIC INFRASTRUCTURE IMPROVEMENTS

- A. The City will design, engineer, bid, and oversee the construction of the following Public

Infrastructure Improvements:

1. **Streets.** In accordance with the City's design standards, paving of all streets within the existing off-site dedicated right-of-way known as 276th Circle and as shown on the Street Paving Plan prepared by the City Engineer, a copy of which is attached hereto as Exhibit "C".
2. **Storm Sewers.** In accordance with the City's design standards, the construction of all storm sewers, manholes, flumes, and related appurtenances within Outlot B and the dedicated easements, per the plat (Exhibit "B"), and the construction of all storm sewers, manholes, flumes and related appurtenances within the existing off-site dedicated right-of-way known as 276th Circle and as shown on the public Storm Sewer Layout prepared by the City Engineer, a copy of which is attached hereto as Exhibit "D."
3. **Sanitary Sewer.** In accordance with the City's design standards, the construction of all sanitary sewer mains, manholes, lift stations, force mains and related appurtenances within Outlot B and the dedicated easements, per the plat (Exhibit "B"), and the construction of all sanitary sewer mains, manholes, lift stations, force mains and related appurtenances within the existing off-site right-of-way known as 276th Circle, and as shown on the Sanitary Sewer Layout prepared by the City Engineer a copy of which is attached hereto as Exhibit "E".
4. **Water.** In accordance with the City's design standards, the construction of all water mains, valves, fire hydrants, and related appurtenances within Outlot B and the dedicated easements,

per the plat (Exhibit "B"), and the construction of all water mains, valves, fire hydrants, and related appurtenances within the existing off-site right-of-way known as 276th Circle, and as shown on the Water Main Layout prepared by the City Engineer a copy of which is attached hereto as Exhibit "F".

B. The Subdivider shall contract for the timely and orderly installation of certain Public Infrastructure Improvements as described immediately herein below, provided that the City Engineer shall approve the plans for and the timeliness and installation of such public infrastructure improvements for the purposes of coordination with the location and construction of the Public Infrastructure Improvements and the Private improvements. The Public Infrastructure Improvements shall be timely and orderly installed as follows:

1. **Natural Gas.** Subdivider shall arrange and contract for natural gas distribution mains to be installed within the existing dedicated public rights-of-way, within Outlot B or within the dedicated easements as per the plat (Exhibit "B") and the plan prepared by Black Hills Energy, which plan shall be approved by the City Engineer and the Subdivider.
2. **Street Lighting.** Subdivider shall arrange and contract for street lighting for public streets to be installed within the existing dedicated public rights-of-way, within Outlot B or the dedicated easements as per the plat (Exhibit "B") and the plan prepared by the Omaha Public Power District, which plan shall be approved by the City Engineer and the Subdivider.

3. **Electricity.** Subdivider shall arrange and contract for underground electrical service distribution mains to be installed within the existing dedicated public rights-of-way, within Outlot B or the dedicated easements to serve each of the lots in the Area to be Developed, per the plan prepared by the Omaha Public Power District, which plan shall be approved by the City Engineer and the Subdivider.

4. **Telephone/Cable/Internet.** Subdivider shall arrange and contract for underground telephone, cable, and internet distribution mains to be installed within the existing dedicated public rights-of-way or within Outlot B or the dedicated easements, as per the plat (Exhibit "B") and the plan prepared by the prevailing telephone, cable and internet provider within the City, which plan shall be approved by the City Engineer and the Subdivider.

5. **Civil Defense Siren.** A Civil Defense Siren is not required to be installed.

C. Subdivider agrees to grant any and all easements that are required in connection with the construction of the Public Improvements.

D. The parties agree that the Subdivider shall be responsible for the entire cost of the Public Infrastructure Improvements set out in Section I(A)(1) through (I)(A)(4). Such entire cost shall be paid by the Subdivider pursuant to the provisions of **Section V** herein below and the Agreement for Irrevocable Letter of Credit referenced therein.

E. The parties agree that the Subdivider shall pay for the entire cost of design, contracting for, and

installing of the Public Infrastructure Improvements set out in Section I(B)(1) through (I)(B)(5), including the payment of any connection fees or service charges. The parties agree that the Subdivider shall reimburse City for the entire cost of the City's review and approval of the plans for and the timeliness and installation of such public infrastructure improvements for the purposes of coordination with the location and construction of the Public Infrastructure Improvements and the Private Improvements. Such reimbursement shall be made by the Subdivider to the City pursuant to the provisions of Section V herein below and the Agreement for Irrevocable Letter of Credit referenced therein.

- F. Upon completion of the Public Infrastructure Improvements, the City shall provide and pay for the maintenance, repair and/or reconstruction of the Public Infrastructure Improvements located within the existing rights-of-way or within dedicated easements, except for maintenance and repair which is the responsibility of a public utility other than the City of Valley within the Area to be Developed and except as provided herein below. The repair and maintenance of such Public Infrastructure Improvements by the City shall include, but shall not be limited to, payment of monthly electrical charges for the lighting of public streets, the ordinary and necessary street maintenance and repair, including concrete panel replacement, street sweeping and standard snow removal.

SECTION II: PRIVATE IMPROVEMENTS

A. The Subdivider shall contract for the timely and orderly installation of certain private improvements as described immediately herein below (the "Private Improvements"). The City Engineer shall approve the timeliness and installation of the Private Improvements for the purposes of coordination with the location and construction of Public Infrastructure Improvements. The Private Improvements shall be timely and orderly completed as follows:

1. **Dredging.** Subdivider shall complete all required dredging.
2. **Grading.** Subdivider shall complete all required grading as shown on the Private Grading Plan attached hereto as Exhibit "G" and incorporated herein by this reference.

a. A floodplain development permit shall be submitted to the City of Valley for approval prior to any grading in the area to be developed.

b. A stormwater pollution prevention plan (SWPPP) shall be submitted to the City of Valley and the Nebraska Department of Environment and Energy (NDEE) for permitting in accordance the National Pollutant Discharge Elimination System (NPDES) Permit for Storm Water Discharges from Construction Sites General NPDES Permit Number NER210000. A copy of the SWPPP shall be submitted to the City for approval prior to any grading in the area to be developed. A City grading permit is required prior to any grading operations.

3. **Sidewalks.** In accordance with the City's design standards, the construction of all sidewalks

within Outlot B and dedicated easements.

4. **Private Storm Sewer Curb Inlets.** In accordance with the City's design standards, the construction of all storm sewers curb inlets and related appurtenances located within Outlot B and/or within dedicated easements as shown on the Private Paving and Storm Sewer Exhibit, a copy of which is attached hereto as Exhibit "H"
5. **Private Paving.** In accordance with the City's design standards, paving of all streets located within Outlot B and/or within dedicated easements as shown on the Private Paving and Storm Sewer Exhibit, a copy of which is attached hereto as Exhibit "H", and the paving of all connecting streets between the existing dedicated right-of-way and existing off-site rights-of-way, and as shown on the Street Paving Plan prepared by the City Engineer, a copy of which is attached hereto as Exhibit "C".
6. **Landscaping.** Subdivider shall arrange and contract for Landscaping to be installed within Outlot B.

- B. The parties agree that the Subdivider shall pay for the entire cost of installing and contracting for the Private Improvements as set out in Section II(A)(1) - Section II(A)(6) of this Agreement.
- C. The parties agree that the Subdivider shall reimburse City for the entire cost of the City's review and approval of the plans for and the timeliness and installation of such private infrastructure improvements for the purposes of coordination with the location and construction of the Public

Infrastructure Improvements and the Private Improvements. Such reimbursement shall be made by the Subdivider to the City pursuant to the provisions of Section V herein below and the Agreement for Irrevocable Letter of Credit referenced therein.

- D. Upon completion of the Private Improvements, the Subdivider and/or the Association shall provide and pay for the maintenance, repair and/or reconstruction of the private storm sewers, private paving, sidewalks, and landscaping constructed within Outlot B or within dedicated easements, in perpetuity. Should the aforementioned the private storm sewers, private paving, sidewalks, and landscaping improvements not be maintained or repaired in accordance with City standards, and only after the expiration of thirty (30) days from the date upon which Subdivider and/or Association receives written notice from the City detailing the required maintenance and/or repairs and Subdivider and/or Association's fails to complete said maintenance and/or repairs specified in the written notice, the City can maintain or repair said the private storm sewers, private paving, sidewalks, and landscaping improvements accordingly and it shall be reimbursed for the cost of any such maintenance or repairs by Association.

SECTION III: THE LAKE

- A. The Subdivider shall convey the Lake, to be a 5.9 acre recreational lake, which will be known as Outlot "A", to the Association for the purpose of providing lake recreation for the property owners of the Still Water Lake Subdivision.

- B. The Association shall maintain the Lake and establish the appropriate rules for the use of the lake by the property owners and residents of Still Water Lake Subdivision, and their representatives, guests and invitees.
- C. Subdivider represents and warrants to City that the rules, when adopted, shall provide that there will be no docks allowed on the lake and that it will be a "no-wake" lake with a limitation as to the size and type of any watercraft, including a limitation on motor size consistent with the "no-wake" rule.
- D. No building permits will be issued for any lot within Still Water lake, Phase I, until the construction and dredging of the lake on Outlot A is substantially complete as shown on and pursuant to Exhibit "B".

SECTION IV: CONTRACTS FOR PUBLIC INFRASTRUCTURE

IMPROVEMENTS AND PUBLIC IMPROVEMENTS

- A. The City, through its Engineers, shall publish a Notice to Contractors to solicit bids for the construction of the public improvements set forth in Section I(A)(1) through Section I(A)(4). After receiving bids, the City will award the contract(s) to the lowest responsible bidder, subject to its right to reject all bids.
- B. The Contract(s) for the construction of the Public Infrastructure Improvements described in Section I(A)(1) through I(A)(4) shall be in the name of the City.

- C. The Contract(s) for the construction of the Public Infrastructure Improvements described in Section I(B)(1) through I(B)(5) shall be in the name of the Subdivider. Such Contract(s) and all related performance bonds, payment bonds, certificates of insurance and any other related documents are to be submitted to for review and approval by the City Engineer
- D. The Contract(s) for the construction of the Private Improvements described in Section II(A)(1) through II(A)(6) shall be in the name of the Subdivider. Such Contract(s) and all related performance bonds, payment bonds, certificates of insurance and any other related documents are to be submitted for review and approval by the City Engineer

SECTION V: PAYMENTS

- A. Subdivider covenants and agrees that Subdivider shall pay City the following amounts:
- a. Subdivider will reimburse the City in an amount equal to all actual costs incurred by the City in connection with the initial design of Still Water Lake – Phase 1, to include planning, plat review fees, engineering fees, legal and other miscellaneous expenses incurred by the City, including but not limited to those expenses incurred in conjunction with the City's review of the Preliminary Plat, Final Plat and the preparation of all agreements, including this Subdivision Agreement (the "Initial Review Reimbursements"). City shall provide Subdivider with an itemized breakdown of such Initial Review Reimbursements, and, if requested, copies of invoices for all fees and costs. The Initial Review Reimbursements

shall be paid to City prior to the City's approval of the Final Plat for the Still Water Lake - Phase I and shall be subject to the terms and conditions of the Predevelopment Cost Agreement attached hereto as Exhibit "I" and incorporated herein by this reference.

b. The entire cost of the Public Infrastructure Improvements set out in Section I(A)(1) through I(A)(5), including all construction costs, design and engineering fees, testing and inspection fees, expenses, financing costs, legal fees and all other miscellaneous costs shall be the responsibility of the Subdivider. To secure and assure the aforementioned obligations Subdivider shall execute the Agreement for Irrevocable Letter of Credit attached hereto as Exhibit "J" and incorporated by this reference and shall complete the deposit of funds pursuant to the terms of such Agreement prior to approval and filing of the Final Plat. All payments to the contractors constructing the Public Infrastructure Improvements set out in Section I(A)(1) through I(A)(5), and any required reimbursements to the City as described herein, shall be made pursuant to the terms of the Agreement for Irrevocable Letter of Credit.

c. In addition to the payments described in Section VII(A) and Section VII(B) hereinabove, Subdivider will reimburse the City in an amount equal to all other actual costs incurred by the City in connection with the review and processing of all other matters related to Still Water Lake – Phase 1, including but not limited to planning, plat review fees, engineering

and inspection fees, legal and other miscellaneous expenses incurred by the City related to the Public Infrastructure Improvements and the Private Improvements. City shall provide Subdivider with an itemized breakdown of such actual costs, and, if requested, copies of invoices for all fees and costs. To secure and assure the aforementioned obligations Subdivider shall execute the Agreement for Irrevocable Letter of Credit attached hereto as Exhibit "I", and incorporated by this reference and shall complete the deposit of funds pursuant to the terms of such Agreement prior to approval and filing of the Final Plat. All payments to be made pursuant to this Section VI(C) shall be made pursuant to the terms of the Agreement for Escrow of Security.

B. Pursuant to the City of Valley's Sanitary Sewer Sub-Basin Pioneering Policy, Subdivider shall pay to BKM Land Company, L.L.C., a Nebraska limited liability company, the sum of Thirty-Four Thousand Nine Hundred Ninety Two and 80/100 Dollars (\$34,792.80); said sum is a reimbursement due to BKM Land Company, L.L.C. for Subdivider's pro-rata portion of the entire cost of the Pioneered Interceptor Sewer Infrastructure that shall serve Still Water Lake – Phase 1 and any and all future phases.

SECTION VI: CAPITAL FACILITIES FEES – SEWER AND WATER

A. A Capital Facilities Fee (Sewer) shall be paid to the City as follows:

1. There are to be 1 single family residential lot in Still Water Lake – Phase 1, 21 residential duplex lots in Still Water Lake - Phase I, and two commercial lots (8.142

acres) with a Capital Facilities Fee (Sewer) of \$1,300.00 per each single family residential lot, Capital Facilities Fee (Sewer) of \$1,780.00 per each residential duplex lot and a Capital Facilities Fee (Sewer) of \$3,600.00 per each commercial lot, to be paid as follows:

a. The Subdivider shall pay the first one-half of the Capital Facilities Fee (Sewer), in the amount of \$33,105.13, to the City prior to the City signing the Final Plat for the Still Water Lake - Phase I.

a. With respect to each individual residential duplex lot and the two commercial lots, the remaining one-half of the Capital Facilities Fee (Sewer) shall be paid to the City at the time an application for a building permit is made for construction upon said lot.

B. A Capital Facilities Fee (Water) shall be paid to the City as follows:

1. There are to be 1 single family residential lot in Still Water Lake – Phase 1, 21 residential duplex lots in Still Water Lake - Phase I, and two commercial lots (8.142 acres) in Still Water Lake Subdivision Phase I, with a Capital Facilities Fee (Water) of \$1,100.00 per each single family residential lot, with a Capital Facilities Fee (Water) of \$1,480.00 per each residential duplex lot and two commercial lots (8.142 acres) a Capital Facilities Fee (Water) of \$3,000.00 per each commercial lot, to be paid as

follows:

- a. The Subdivider shall pay the first one-half of the Capital Facilities Fee (Water), in the amount of \$27,563.00, to the City prior to the City signing the Final Plat of the Still Water Lake – Phase I.
- b. With respect to each individual residential duplex lot and the two commercial lots, the remaining one-half of the Capital Facilities Fee (Water) shall be paid to the City at the time an application for a building permit is made for construction upon said lot.

SECTION VII: CITY'S TAKEOVER RIGHTS

In the event that Subdivider should abandon the construction of the Public or Private Improvements at any time then City shall have the option of taking over control of the construction of the Improvements in the following manner:

- a. City shall give Subdivider written notice of its intent to take control of the construction of the Public and Private Improvements.
- b. Subdivider shall have sixty (60) days after receipt of such written notice to commence or re-commence construction of the Public and Private Improvements.
- c. In the event that Subdivider commences or re-commences construction of the Public and Private Improvements within such sixty (60) day period, then City's right to take control of

the construction of the Improvements shall terminate, but only with respect to the alleged abandonment set forth in the written notice.

- d. In the event that Subdivider does not commence or re-commence construction of the Public and Private Improvements within such sixty (60) day period, then, on the first business day after the expiration of such sixty (60) day period the City can proceed with the construction of the Public and Private Improvements. All payments to the contractors constructing the Public and Private Improvements, and any reimbursements to the City as described herein, shall be made pursuant to the terms of the Agreement for Irrevocable Letter of Credit.
- e. For the purposes of this Agreement abandonment of construction of the Improvements shall be defined as the failure of Subdivider to diligently pursue construction of the Improvements for a continuous and successive period of one hundred twenty (120) days.

SECTION VIII: CITY REGULATIONS

Subdivider covenants and agrees that the Subdivider will abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements in subdivisions and testing procedures therefor.

SECTION IX: NON-DISCRIMINATION

In the performance of this Agreement, the Subdivider shall not discriminate against any parties on account

of race, national origin, sex, age, political or religious affiliations in violation of federal or state laws or local ordinances.

SECTION X: CONDITIONS FOR FINAL PLAT APPROVAL AND SIGNING

The Final Plat shall not be approved or signed until the following has occurred:

1. Execution of the Subdivision Agreement.
2. Execution of the Predevelopment Agreement and payment of all amounts to be paid to the City pursuant to the terms of the Pre-Development Agreement.
3. Execution of the Agreement for Irrevocable Letter of Credit.
4. Subdivider having secured an irrevocable letter of credit in the appropriate amount pursuant to the terms of the Agreement for Irrevocable Letter of Credit.
5. City having satisfied itself, in its sole and absolute discretion, that the Subdivider has obtained all necessary Corps of Engineering Approvals and Permits, if any, necessary to complete the development of Still Water Lake, Phase I, including but not limited to obtaining all required Section 404 Permits and any other required wetlands permits.
6. City having satisfied itself, in its sole and absolute discretion, that Still Water Lake – Phase I as designed is, or will be, in compliance with all of City’s existing Zoning and Subdivision Regulations.
7. Conveyance of the lake to the Homeowner’s Association pursuant to the terms of

Section IV of this Agreement.

The Subdivider shall file the Final Plat with the Douglas County Register of Deeds within five (5) business days after receipt of the signed Final Plat from the City, but in no event shall the Final Plat be filed later than one year from the date of the City Council's approval of said Final Plat.

SECTION XI: SUBDIVIDER INDEMNITY

The Subdivider agrees to defend, indemnify, and hold City and its respective employees, agents, and assigns harmless from and against any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, judgments, actions, losses, damages, or injuries of any nature whatsoever, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, resulting or arising from or out of or otherwise occurring in relation to any negligence, intentional acts, or lack of performance by Subdivider or Subdivider's employees, agents, contractors, subcontractors or other representatives in relation to the development of the Area to be Developed, except to the extent such injury is caused by the gross negligence or intentional acts of City. Other litigation costs, as referenced herein, shall include reasonable attorneys' fees, consultants' fees and expert witness fees. Without limiting the generality of the foregoing, such indemnity shall specifically include, but not be limited to:

- A. Any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, judgments, actions, losses, damages, or injuries of any nature whatsoever to any person or entity which may otherwise arise from, out of, or may be caused by Subdivider's breach, default, or failure

to perform or properly perform any of Subdivider's obligations required by any warranty, representation, obligation or responsibility arising out of state, federal or local law, or from any provision of this Agreement.

- B. Any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, judgments, actions, losses, damages, or injuries of any nature whatsoever to any person or entity which may otherwise arise from, out of, or may be caused by any unlawful or improper discharge by Subdivider or Subdivider's employees, agents, contractors, subcontractors and assigns into any wastewater sewer system or storm sewer during the term of this Agreement.
- C. Any injury, loss or damage to any person occurring while said individual is on any premises within the Area to be Developed.
- D. Any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, judgments, actions, losses, damages, or injuries of any nature whatsoever resulting or arising from or out of or otherwise occurring in relation to any means of acquisition of real or personal property, including right-of-way, by Subdivider or Subdivider's respective employees or agents.

SECTION XII: SUBDIVIDER WARRANTY

The Subdivider warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Subdivider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working for the Subdivider, any

fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability. The prohibition provided for herein shall not apply to the retention of any attorney or other agent for the purpose of negotiating the provisions of this Agreement where the existence of such agency has been disclosed to the City.

SECTION XIII: ANNEXATION

Subdivider acknowledges and agrees that the Area to be Developed shall be annexed into the City of Valley. Subdivider will not object to the annexation and agrees to execute any and all consents and documents necessary including but not limited to a Petition for Annexation, to accomplish the annexation.

SECTION XIV: MISCELLANEOUS

- A. No separate administrative entity or joint venture among the parties is deemed created by virtue of the Subdivision Agreement.
- B. The administration of this Subdivision Agreement shall be through the offices of the undersigned officers for their respective entities.
- C. Subdivider shall provide to City a Corporate Resolution of Still Water Lake, LLC, a Nebraska limited liability company, authorizing and directing a representative of the Company to enter into this Agreement on behalf of the Company.
- D. Neither this Agreement nor any obligations hereunder shall be assigned without the express written

consent of City, which may be withheld in City's sole discretion.

- E. This Subdivision Agreement shall be binding upon the parties, their respective successors and assigns and shall run with the land shown on Exhibit "A".
- F. This Subdivision Agreement shall pertain only to Still Water Lake Phase 1. A new Subdivision Agreement shall be entered into for any and all subsequent phases.

IN WITNESS WHEREOF, we the executing parties, by our respective duly authorized agents, hereby enter into this Agreement, effective as of the day and year first above written.

Attest:	CITY OF VALLEY, NEBRASKA
_____	_____
Date	Date
Attest:	STILL WATER LAKE, LLC, a Nebraska limited liability company
_____	_____
Date	Date
Attest:	STILL WATER LAKE HOMEOWNERS ASSOCIATION, INC., a Nebraska Non Profit Corporation
_____	_____
Date	Date

EXHIBIT A - LEGAL DESCRIPTION

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE BOUNDARY ON THE PLAT AND THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS STILL WATER LAKE, LOTS 1-23, INCLUSIVE, AND OUTLOTS A AND B, BEING A PLATTING OF PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 16 NORTH, RANGE 10 EAST, OF THE 6TH P.M. DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 16 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 30;

THENCE SOUTH 89°52'18" EAST FOR 39.85 FEET ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30 TO THE EAST RIGHT OF WAY LINE OF NORTH 276TH STREET;

THENCE SOUTH 00°07'02" WEST FOR 59.98 FEET ON THE EAST RIGHT OF WAY LINE OF NORTH 276TH STREET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°57'30" EAST FOR 164.61 FEET;

THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 420.00 FEET AND A LONG CHORD BEARING SOUTH 88°45'35" EAST FOR 17.57 FEET) FOR AN ARC LENGTH OF 17.57 FEET;

THENCE SOUTH 00°07'42" WEST FOR 164.96 FEET;

THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 231.03 FEET AND A LONG CHORD BEARING SOUTH 67°24'53" EAST FOR 177.29 FEET) FOR AN ARC LENGTH OF 181.95 FEET;

THENCE SOUTH 44°45'17" EAST FOR 470.58 FEET;

THENCE SOUTH 45°14'43" WEST FOR 297.77 FEET;

THENCE ON A CURVE TO THE LEFT (HAVING A RADIUS OF 190.00 FEET AND A LONG CHORD BEARING SOUTH 05°49'04" EAST FOR 295.58 FEET) FOR AN ARC LENGTH OF 338.66 FEET;

THENCE SOUTH 35°04'26" WEST FOR 405.95 FEET;

THENCE SOUTH 00°07'48" WEST FOR 130.00 FEET;

THENCE NORTH 89°52'12" WEST FOR 238.05 FEET TO THE EAST LINE OF WEST STREET;

THENCE ON THE EAST LINE OF WEST STREET AND NORTH 276TH STREET THE FOLLOWING SEVEN (7) COURSES;

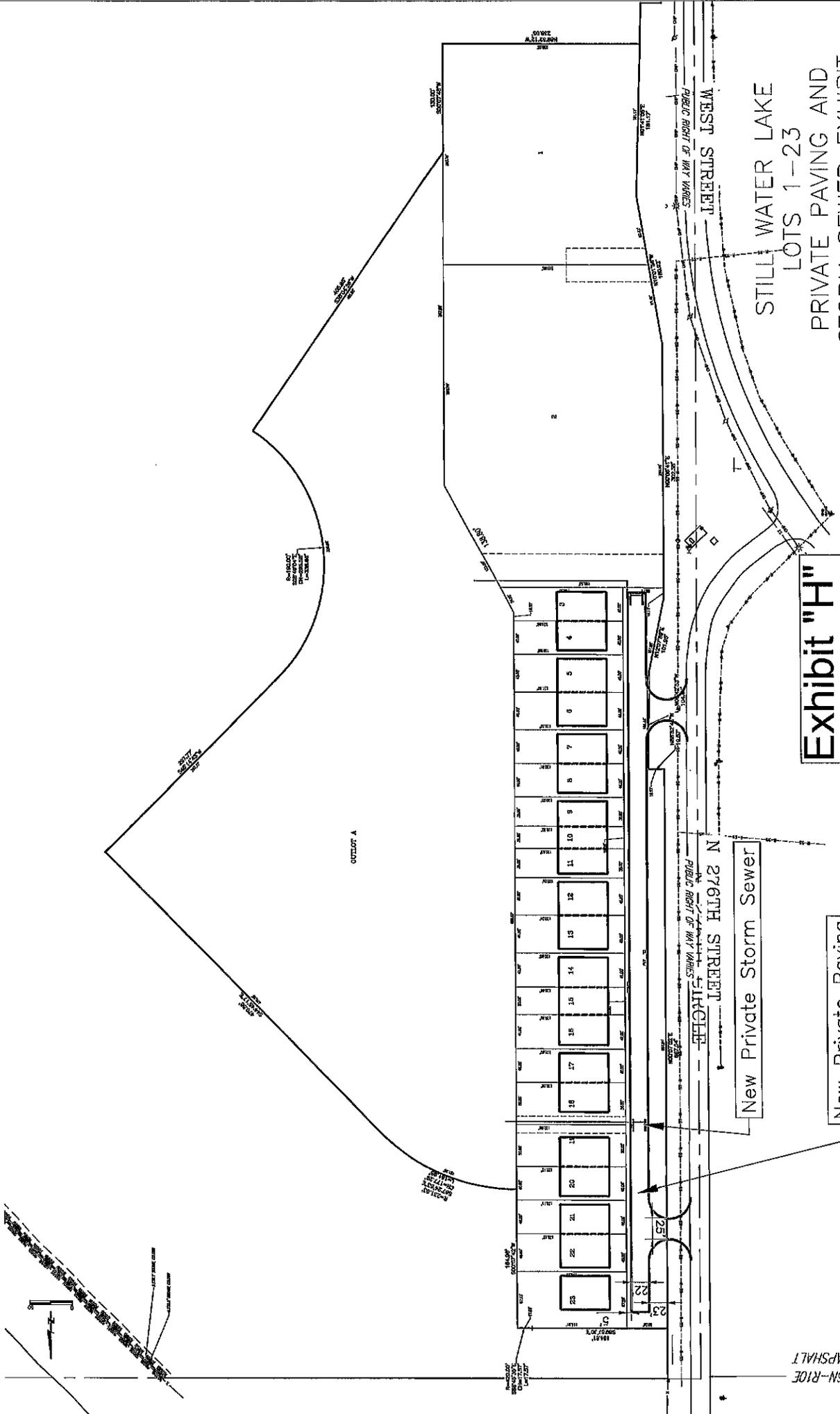
1. THENCE NORTH 01°41'05" EAST FOR 181.17 FEET;
 2. THENCE NORTH 10°01'56" WEST FOR 180.92 FEET;
 3. THENCE NORTH 00°06'41" EAST FOR 302.35 FEET;
 4. THENCE NORTH 12°07'59" EAST FOR 101.95 FEET;
 5. THENCE NORTH 00°42'53" WEST FOR 104.44 FEET;
 6. THENCE NORTH 88°52'43" WEST FOR 19.57 FEET;
 7. THENCE NORTH 00°07'02" EAST FOR 667.04 FEET TO THE POINT OF BEGINNING.
- CONTAINS 14.194 ACRES

STILL WATER LAKE
 LOTS 1-23
 PRIVATE PAVING AND
 STORM SEWER EXHIBIT
 01/18/2023

Exhibit "H"

New Private Storm Sewer

New Private Paving



SEC. 30716N-R10E
 SS 67W-10N-APSHALT
 LAMARSON
 RYNEARSON
 LAND SURVEYORS
 1000 10TH AVE S
 SUITE 100
 DENVER, CO 80202
 PHONE: 303.733.1111
 FAX: 303.733.1112
 WWW.LAMARSONRYSURVEYORS.COM

EXHIBIT I



STILL WATER LAKE PREDEVELOPMENT COST AGREEMENT

THIS AGREEMENT is made and entered this 13 day of September, 2022, by and between **Still Water Lake, LLC**, a Nebraska limited liability company (hereinafter referred to as "Subdivider") and the **City of Valley**, a City of the Second Class in the State of Nebraska (hereinafter referred to as "City")

WHEREAS, Subdivider is the owner of certain real property located within the city limits of the City of Valley containing approximately 14.47 acres and legally described on Exhibit "A", attached hereto and incorporated herein by this reference (the "Area to be Developed") and intends to develop a lakeside residential subdivision to be known as Still Water Lake – Phase 1 and as generally shown on Exhibit "B" and incorporated herein by this reference; and

WHEREAS, before any Final Plat for Still Water Lake – Phase 1 can be approved by the Valley City Council, a Subdivision Agreement must have been entered into by and between Subdivider and City; and

WHEREAS, the Subdivision Agreement will provide for the construction of streets, storm sewers, sanitary sewers, water mains, sidewalks, landscaping in public rights of way and the installation of systems to provide natural gas, electricity, street lighting and telephone/internet/cable TV to each residence in Still Water Lake – Phase 1 (the "Public Infrastructure Improvements"); and

WHEREAS it is critical that the Public Infrastructure Improvements be designed immediately by the City so that contracts can be negotiated and construction can start on the Public Infrastructure Improvements as soon as possible; and

WHEREAS, pursuant to the terms of the Subdivision Agreement, Subdivider shall reimburse the City in an amount equal to all actual costs incurred by the City in connection with the initial design of Still Water Lake – Phase 1, to include planning, plat review fees, engineering fees, legal and other miscellaneous expenses incurred by the City, including but not limited to those expenses incurred in conjunction with the City's review of the Preliminary Plat, Final Plat and the preparation of the Subdivision Agreement, Agreement for Escrow of Security Fund, and this Predevelopment Cost Agreement (the "Initial Review Reimbursements").

NOW THEREFORE, IT IS AGREED by and between Still Water Lake, LLC, Subdivider, and the City of Valley, Nebraska, a municipal corporation, hereinafter called the "City", as follows:

1. That contemporaneously with the execution of this Agreement and prior to City's execution of the Subdivision Agreement, City's approval of the Final Plat, and the construction of the Public Infrastructure Improvements, Subdivider shall deposit the sum of Eighty Four Thousand Two Hundred Dollars (\$84,200.00) (the "Deposit") with the City to be held in escrow as security to guarantee Subdivider's faithful performance of certain obligations under the Subdivision Agreement, including but not limited to the payment of the Initial Review Reimbursements.
2. That said escrow fund shall be allocated to specific items as shown on Exhibit "C" attached hereto and incorporated herein by this reference.

3. At Subdivider's request, City shall provide Subdivider with an itemized breakdown of such Initial Review Reimbursements, and, if requested, copies of invoices for all fees and costs.
4. In the event that due to unforeseen circumstances the Deposit is or will be insufficient to cover the cost of the Initial Review Reimbursements, then Subdivider shall, after ten (10) days written notice from the City Engineer setting forth the exact amount of additional funds required and the reasons therefor, make an additional deposit of funds with City in accordance with such notice.
5. Prior to and as a condition of the release of any escrow funds remaining upon commencement of construction of the Public Infrastructure Improvements, any and all Initial Review Reimbursements shall be paid in full. At such time, any excess escrow funds held by City will be refunded to Subdivider.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 13 day of September, 2022.

Attest:

CITY OF VALLEY, NEBRASKA

Cheryl R. Gebert 9-13-22
Date

Clay Moore 9-13-2022
Date

Attest:

STILL WATER LAKE, LLC,
a Nebraska limited liability company

Cheryl R. Gebert 9-13-22
Date

Ann Dhyon 9-13-22
Date

EXHIBIT "A"

EXHIBIT A - LEGAL DESCRIPTION

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE BOUNDARY ON THE PLAT AND THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS STILL WATER LAKE, LOTS 1-23, INCLUSIVE, AND OUTLOTS A AND B, BEING A PLATTING OF PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 16 NORTH, RANGE 10 EAST, OF THE 6TH P.M. DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 16 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 30;
THENCE SOUTH 89°52'18" EAST FOR 39.85 FEET ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30 TO THE EAST RIGHT OF WAY LINE OF NORTH 276TH STREET;
THENCE SOUTH 00°07'02" WEST FOR 59.98 FEET ON THE EAST RIGHT OF WAY LINE OF NORTH 276TH STREET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 89°57'30" EAST FOR 164.61 FEET;
THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 420.00 FEET AND A LONG CHORD BEARING SOUTH 88°46'35" EAST FOR 17.57 FEET) FOR AN ARC LENGTH OF 17.57 FEET;
THENCE SOUTH 00°07'42" WEST FOR 144.96 FEET;
THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 251.03 FEET AND A LONG CHORD BEARING SOUTH 67°24'38" EAST FOR 192.60 FEET) FOR AN ARC LENGTH OF 197.67 FEET;
THENCE SOUTH 44°45'17" EAST FOR 470.62 FEET;
THENCE SOUTH 45°14'43" WEST FOR 317.77 FEET;
THENCE ON A CURVE TO THE LEFT (HAVING A RADIUS OF 190.00 FEET AND A LONG CHORD BEARING SOUTH 05°49'04" EAST FOR 295.58 FEET) FOR AN ARC LENGTH OF 338.86 FEET;
THENCE SOUTH 35°04'26" WEST FOR 405.95 FEET;
THENCE SOUTH 00°07'48" WEST FOR 130.00 FEET;
THENCE NORTH 89°52'12" WEST FOR 238.05 FEET TO THE EAST LINE OF WEST STREET;
THENCE ON THE EAST LINE OF WEST STREET AND NORTH 276TH STREET THE FOLLOWING SEVEN (7) COURSES;
1. THENCE NORTH 01°41'05" EAST FOR 181.17 FEET;
2. THENCE NORTH 10°01'56" WEST FOR 180.92 FEET;
3. THENCE NORTH 00°06'41" EAST FOR 302.35 FEET;
4. THENCE NORTH 12°07'59" EAST FOR 101.95 FEET;
5. THENCE NORTH 00°42'53" WEST FOR 104.44 FEET;
6. THENCE NORTH 88°52'43" WEST FOR 19.57 FEET;
7. THENCE NORTH 00°07'02" EAST FOR 667.04 FEET TO THE POINT OF BEGINNING.
CONTAINS 14.497 ACRES

MATTHEW R. TINKHAM, LS-692

DATE



DEDICATION

EXHIBIT "B"

EXHIBIT "C"

Engineering Design Fees:	
• Streets / Storm Sewer:	\$ 35,520.00
• Sanitary Sewer:	\$ 15,620.00
• Water Main:	\$ 18,060.00
Legal Fees and City Review Costs:	\$15,000.00
TOTAL:	\$ 84,200.00

ARTIFICIAL WATERMARK PAPER - HOLD TO LIGHT TO VIEW



DOCUMENT IS PRINTED ON CHEMICAL REACTIVE PAPER WITH INVISIBLE FIBERS, AND THE REVERSE SIDE INCLUDES MICROPRINTED ENDORSEMENT LINES

27-1
1040

CASHIER'S CHECK

REMITTER:
STILL WATER LAKE LLC

CHECK NUMBER: 2766451

DATE:
09/12/2022

PAY EXACTLY **84,200 DOLLARS AND 00 CENTS**

PAY TO THE ORDER OF:

84,200.00

TOWN OF VALLEY NE

[Handwritten Signature]
AUTHORIZED SIGNATURE
#35944
AUTHORIZED SIGNATURE

HEAT SENSITIVE RED IMAGE DISAPPEARS WITH HEAT

⑈ 2766451 ⑆ ⑆ 104000016 ⑆ 111000300 ⑆

EXHIBIT J

STILL WATER LAKE – PHASE 1 AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT

THIS AGREEMENT is made and entered this _____ day of February, 2023, by and between **Still Water Lake, LLC, a Nebraska limited liability company** (hereinafter referred to as "Subdivider") and the **City of Valley**, a City of the Second Class in the State of Nebraska (hereinafter referred to as "City").

WHEREAS, Subdivider is the owner of certain real property located within the city limits of the City of Valley legally described on Exhibit "A", attached hereto and incorporated herein by this reference containing 14.194 acres (the "Phase 1 – Area to be Developed") and intends to develop a lakeside residential subdivision to be known as Still Water Lake – Phase 1 and as shown on the proposed final plat attached hereto as Exhibit "B" and incorporated herein by this reference; and

WHEREAS, before any Final Plat for Still Water Lake – Phase 1 can be approved by the Valley City Council, a Subdivision Agreement must have been entered into by and between Subdivider and City; and

WHEREAS, the Subdivision Agreement will provide for the construction of streets, storm sewers, sanitary sewers, water mains and sidewalks within Still Water Lake – Phase 1 (herein, the "Public Infrastructure Improvements");

WHEREAS, as a condition precedent to City's execution of the Subdivision Agreement, City's approval of the Final Plat for Still Water Lake – Phase 1, the construction of the Public Infrastructure Improvements located within Still Water Lake – Phase 1, Subdivider shall obtain a loan of immediately payable funds from United Republic Bank, a Nebraska banking corporation (the "BANK") to be represented by an irrevocable letter of credit in form and substance satisfactory to City in City's sole

**STILL WATER LAKE – PHASE 1
AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT**

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discretion the amount of Nine Hundred Twenty Four Thousand Six Hundred Forty Two and 18/100 Dollars (\$924,642.18), said amount representing the entire estimated cost of the Public Infrastructure Improvements within Still Water Lake – Phase 1, to insure completion of the construction of such improvements to act as security for Subdivider's faithful performance of its obligations under the Subdivision Agreement, and to provide a fund for the payment of the contractors constructing such improvements.

NOW THEREFORE, IT IS AGREED by and between Still Water Lake, LLC, Subdivider, and the City of Valley, Nebraska, a municipal corporation, hereinafter called the "City", as follows:

1. That prior to City's execution of the Subdivision Agreement, City's approval of the Final Plat for Still Water Lake – Phase 1, and the construction of the Public Infrastructure Improvements within Still Water Lake - Phase 1, Subdivider shall obtain a loan of immediately payable funds in the amount of Nine Hundred Twenty Four Thousand Six Hundred Forty Two and 18/100 Dollars (\$924,642.18) from the BANK to be represented by an irrevocable letter of credit in form and substance satisfactory to City in City's sole discretion (the "ILOC"). The ILOC shall act as security to guarantee Subdivider's faithful performance of its obligations under the Subdivision Agreement, including but not limited to the construction of the Public Infrastructure Improvements located within the Still Water Lake – Phase 1, and to provide a fund for the payment of the contractors constructing the Public Infrastructure Improvements and/or the reimbursement of the City for its costs incurred for engineering fees, testing and inspection fees, expenses, financing costs, legal fees and all other miscellaneous costs incurred

in connection with the construction of the Public Infrastructure Improvements within Still Water Lake – Phase 1.

2. That said ILOC shall be allocated to the specific improvements as shown on Exhibit "C" attached hereto and incorporated herein by this reference.

3. That a portion of the ILOC designated for any one improvement may be released by BANK as follows:

(i) To the Contractor, as progress payments to the contractor upon certification thereof by the City Engineer after consultation with the Subdivider, and approval of such certification by the Valley City Council; or

(ii) To the Contractor, as final payment, less any retainage, upon certification of substantial completion of such improvement by the City Engineer after consultation with the Subdivider, and approval of such certification by the Valley City Council, or

(iii) To the Contractor, as payment of any retainage, at the appropriate time, in accordance with the contract for the construction of such improvement upon certification of such payment by the City Engineer after consultation with the Subdivider, and approval of such certification by the Valley City Council; or

(iv) To the City, as reimbursement for any additional amounts incurred by the City in connection with the City's design, engineering, bidding and/or overseeing the construction of the Public Infrastructure Improvements upon certification of the City Clerk.

BANK shall release portions of the ILOC either directly to the contractor, or as reimbursement to City, in accordance with the above and foregoing procedures, upon the written request of the City Clerk, including a copy of the City Engineer's certification and the approval of the Valley City Council.

4. In the event that due to change orders or other unforeseen circumstances the ILOC is or will be insufficient to cover the cost of the Public Infrastructure Improvements located within Still Water Lake - Phase 1, then Subdivider shall, after ten (10) days written notice from the City Engineer setting forth the exact amount of additional funds required and the reasons therefor, obtain a loan of immediately payable funds in such amount from the BANK to be represented by a supplementary irrevocable letter of credit in form and substance satisfactory to City in City's sole discretion for the amount of additional funds required OR to make a cash deposit either with CITY or with an escrow agent acceptable to CITY, in CITY's sole discretion, in such amount to be held in escrow as security to guarantee Subdivider's faithful performance of all obligations under the Subdivision Agreement.
5. Prior to and as a condition of the release and/or cancellation of any irrevocable letter of credit pertaining to any funds remaining upon completion of the Public Infrastructure Improvements, any and all costs and/or reimbursements due to the City by Subdivider in connection with the development and construction of such Public Infrastructure Improvements located within Still Water Lake – Phase 1 shall be paid in full, including, but not limited to, construction costs, design and

engineering fees, inspection fees, testing expenses, financing costs, legal fees and miscellaneous costs.

6. This Agreement shall be contingent upon its execution by the parties hereto and the issuance of the required irrevocable letter of credit by BANK in favor of the City of Valley. In the event BANK requires the execution of any additional and/or substitute agreements in order to effectuate such irrevocable letter(s) of credit, such agreements are to be reviewed and approved by City in City's sole and absolute discretion.
7. Subdivider agrees to pay any and all fees charged by BANK in connection with any irrevocable letter(s) of credit under the terms of this Agreement.
8. Upon issuance of the irrevocable letter(s) of credit as provided in this Agreement, City agrees to waive any requirements that Subdivider post performance bonds for completion of the Public Infrastructure Improvements located within Still Water Lake – Phase 1.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed
this ____ day of February, 2023..

Attest:

CITY OF VALLEY, NEBRASKA

Date

Date

Attest:

Still Water Lake, LLC,
a Nebraska limited liability company

Date

Date

EXHIBIT A - LEGAL DESCRIPTION

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE BOUNDARY ON THE PLAT AND THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS STILL WATER LAKE, LOTS 1-23, INCLUSIVE, AND OUTLOTS A AND B, BEING A PLATTING OF PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 16 NORTH, RANGE 10 EAST, OF THE 6TH P.M. DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 16 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 30;

THENCE SOUTH 89°52'18" EAST FOR 39.85 FEET ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30 TO THE EAST RIGHT OF WAY LINE OF NORTH 276TH STREET;

THENCE SOUTH 00°07'02" WEST FOR 59.98 FEET ON THE EAST RIGHT OF WAY LINE OF NORTH 276TH STREET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°57'30" EAST FOR 164.61 FEET;

THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 420.00 FEET AND A LONG CHORD BEARING SOUTH 88°45'35" EAST FOR 17.57 FEET) FOR AN ARC LENGTH OF 17.57 FEET;

THENCE SOUTH 00°07'42" WEST FOR 164.96 FEET;

THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 231.03 FEET AND A LONG CHORD BEARING SOUTH 67°24'53" EAST FOR 177.29 FEET) FOR AN ARC LENGTH OF 181.95 FEET;

THENCE SOUTH 44°45'17" EAST FOR 470.58 FEET;

THENCE SOUTH 45°14'43" WEST FOR 297.77 FEET;

THENCE ON A CURVE TO THE LEFT (HAVING A RADIUS OF 190.00 FEET AND A LONG CHORD BEARING SOUTH 05°49'04" EAST FOR 295.58 FEET) FOR AN ARC LENGTH OF 338.66 FEET;

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- CONTAINS 14.194 ACRES

EXHIBIT A



EAGLE ENGINEERING GROUP

12100 West Center Road, Suite #803 Omaha, Nebraska 68144

Stillwater Development
Phase 1
Valley, Nebraska

PROJECT NO. 2020-003-03
DATE: 1/18/2023

OPINION OF PROBABLE CONSTRUCTION COSTS
LOTS 1 - 24 (Final Plat)

CONCEPT

A. Construction

Sanitary Sewer, Storm Sewer	\$	389,910.00	
Water Distribution	\$	130,225.00	
Streets, Intersection Sidewalks	\$	154,740.00	
Construction Permit Fees	\$	-	
Subtotal	\$	674,875.00	
<i>CONTINGENCY @15%</i>	\$	101,231.25	15%

B. Engineering

Design Engineering and Construction Observation	\$	105,250.00
Reimbursable Engineering Expenses/Costs	\$	5,275.00
Subtotal	\$	110,525.00
Less Predevelopment Cost Agreement	\$	(69,200.00)

C. Capital Facilities Charges (Estimate Only - Add Outlot B)

Water	\$	27,563.00
Sewer	\$	33,105.13
Subtotal	\$	48,325.00

D. Legal & Administration

Legal Fees	\$	25,000.00
Administration Fees	\$	1,750.00
Subtotal	\$	26,750.00
Less Predevelopment Cost Agreement	\$	(15,000.00)

E. Sewer pioneering

159 acres @ \$2,400 per acre	\$	34,792.80
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Estimated Total	\$	924,642.18
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**STILL WATER LAKE – PHASE 1
AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT**

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 - (ii) To the Contactor, as final payment, less any retainage, upon certification of substantial completion of such improvement by the City Engineer after consultation with the Subdivider, and approval of such certification by the Valley City Council, or
 - (iii) To the Contractor, as payment of any retainage, at the appropriate time, in accordance with the contract for the construction of such improvement upon certification of such payment by the City Engineer after consultation with the Subdivider, and approval of such certification by the Valley City Council; or
 - (iv) To the City, as reimbursement for any additional amounts incurred by the City in connection with the City's design, engineering, bidding and/or overseeing the construction of the Public Infrastructure Improvements upon certification of the City Clerk.

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8. Upon issuance of the irrevocable letter(s) of credit as provided in this Agreement, City agrees to waive any requirements that Subdivider post performance bonds for completion of the Public Infrastructure Improvements located within Still Water Lake – Phase 1.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed
this ____ day of February, 2023..

Attest:

CITY OF VALLEY, NEBRASKA

Date

Date

Attest:

Still Water Lake, LLC,
a Nebraska limited liability company

Date

Date

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THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 16 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 30;

THENCE SOUTH 89°52'18" EAST FOR 39.85 FEET ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30 TO THE EAST RIGHT OF WAY LINE OF NORTH 276TH STREET;

THENCE SOUTH 00°07'02" WEST FOR 59.98 FEET ON THE EAST RIGHT OF WAY LINE OF NORTH 276TH STREET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°57'30" EAST FOR 164.61 FEET;

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 2. THENCE NORTH 10°01'56" WEST FOR 180.92 FEET;
 3. THENCE NORTH 00°06'41" EAST FOR 302.35 FEET;
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 7. THENCE NORTH 00°07'02" EAST FOR 667.04 FEET TO THE POINT OF BEGINNING.
- CONTAINS 14.194 ACRES

STILL WATER LAKE

LOTS 1 THROUGH 23, INCLUSIVE, AND OUTLOTS A AND B, BEING A PLATING OF PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 18 NORTH, RANGE 10 EAST, OF THE 6TH PAI, DOUGLAS COUNTY, NEBRASKA

PARCEL NO.	AREA, AC.	FRONT FEET	DEPT.	AREA, SQ. FT.	FRONT FEET	DEPT.	AREA, SQ. FT.
1	0.444	13	100	1344	13	100	1344
2	0.444	13	100	1344	13	100	1344
3	0.444	13	100	1344	13	100	1344
4	0.444	13	100	1344	13	100	1344
5	0.444	13	100	1344	13	100	1344
6	0.444	13	100	1344	13	100	1344
7	0.444	13	100	1344	13	100	1344
8	0.444	13	100	1344	13	100	1344
9	0.444	13	100	1344	13	100	1344
10	0.444	13	100	1344	13	100	1344
11	0.444	13	100	1344	13	100	1344
12	0.444	13	100	1344	13	100	1344
13	0.444	13	100	1344	13	100	1344
14	0.444	13	100	1344	13	100	1344
15	0.444	13	100	1344	13	100	1344
16	0.444	13	100	1344	13	100	1344
17	0.444	13	100	1344	13	100	1344
18	0.444	13	100	1344	13	100	1344
19	0.444	13	100	1344	13	100	1344
20	0.444	13	100	1344	13	100	1344
21	0.444	13	100	1344	13	100	1344
22	0.444	13	100	1344	13	100	1344
23	0.444	13	100	1344	13	100	1344

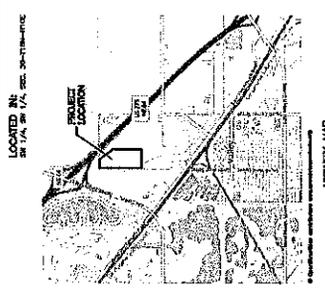
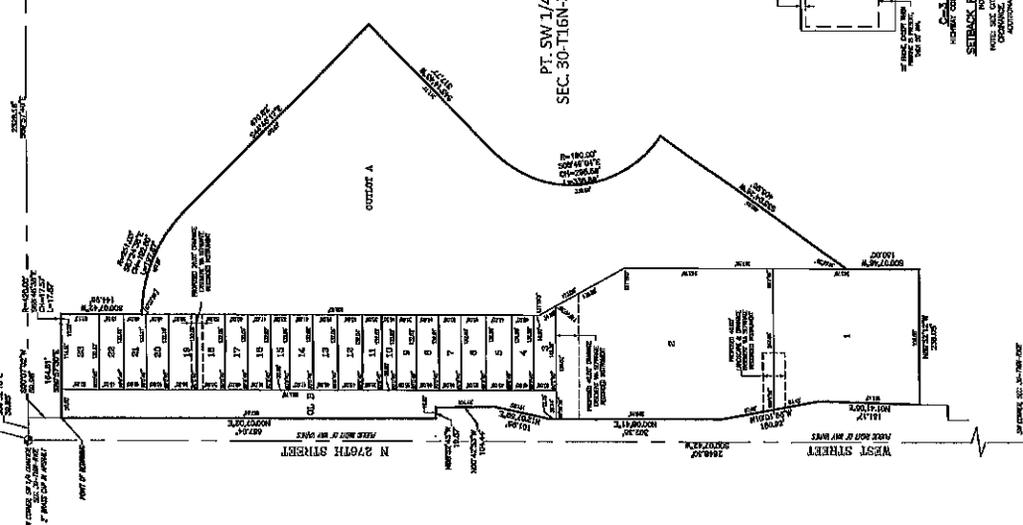


LEGEND
 LOT LINE
 SECTION CORNER
 PROPERTY LINE

- NOTES**
1. ALL DIMENSIONS ARE GIVEN IN METRIC FEET.
 2. ALL DIMENSIONS ARE GIVEN IN METRIC FEET.
 3. ALL DIMENSIONS ARE GIVEN IN METRIC FEET.
 4. ALL DIMENSIONS ARE GIVEN IN METRIC FEET.
 5. ALL DIMENSIONS ARE GIVEN IN METRIC FEET.
 6. ALL DIMENSIONS ARE GIVEN IN METRIC FEET.

STILL WATER LAKE WOODEN FINISHED FLOOR

LOT	FRONT FEET	DEPT.	AREA, SQ. FT.
1	13	100	1344
2	13	100	1344
3	13	100	1344
4	13	100	1344
5	13	100	1344
6	13	100	1344
7	13	100	1344
8	13	100	1344
9	13	100	1344
10	13	100	1344
11	13	100	1344
12	13	100	1344
13	13	100	1344
14	13	100	1344
15	13	100	1344
16	13	100	1344
17	13	100	1344
18	13	100	1344
19	13	100	1344
20	13	100	1344
21	13	100	1344
22	13	100	1344
23	13	100	1344



LOCATED IN
 1/4, 20, 1/4, SEC. 30, T18N, R10E
 PROJECT LOCATION

DEPOSITION

I, the undersigned, being a duly qualified and sworn-in notary public in and for the State of Nebraska, do hereby certify that the following is a true and correct copy of the original as the same appears in my records and files:

NOTARY PUBLIC STATE OF NEBRASKA
 15-602
 WALTER R. THOMPSON, JR.
 DCE

APPROVAL OF VALLEY CITY PLANNING COMMISSION

THE PLANNING COMMISSION HAS APPROVED BEFORE ME THIS
 STATE OF NEBRASKA } SS
 COUNTY OF } SS
 THE FOREGOING INSTRUMENT WAS APPROVED BEFORE ME THIS
 DAY OF } SS
 UNITED REPUBLIC BANK, ON BEHALF OF SAID BANK

APPROVAL OF VALLEY CITY COUNCIL

ACCEPTANCE BY VALLEY CITY ENGINEER

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EXHIBIT A

**EAGLE ENGINEERING GROUP**

12100 West Center Road, Suite #803 Omaha, Nebraska 68144

Stillwater Development
Phase 1
Valley, Nebraska

PROJECT NO. 2020-003-03
DATE: 1/18/2023

OPINION OF PROBABLE CONSTRUCTION COSTS
LOTS 1 - 24 (Final Plat)

CONCEPT**A. Construction**

Sanitary Sewer, Storm Sewer	\$	389,910.00	
Water Distribution	\$	130,225.00	
Streets, Intersection Sidewalks	\$	154,740.00	
Construction Permit Fees	\$	-	
Subtotal	\$	674,875.00	
CONTINGENCY @15%	\$	101,231.25	15%

B. Engineering

Design Engineering and Construction Observation	\$	105,250.00
Reimbursable Engineering Expenses/Costs	\$	5,275.00
Subtotal	\$	110,525.00
Less Predevelopment Cost Agreement	\$	(69,200.00)

C. Capital Facilities Charges (Estimate Only - Add Outlot B)

Water	\$	27,563.00
Sewer	\$	33,105.13
Subtotal	\$	48,325.00

D. Legal & Administration

Legal Fees	\$	25,000.00
Administration Fees	\$	1,750.00
Subtotal	\$	26,750.00
Less Predevelopment Cost Agreement	\$	(15,000.00)

E. Sewer pioneering

159 acres @ \$2,400 per acre	\$	34,792.80
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Estimated Total	\$	924,642.18
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MEMORANDUM

To: Valley City Council
From: Jeff Farnham/Andrea Griffin
Re: Still Water Lake – Phase 1
Date: February 9, 2023

The Final Plat for Still Water Lake – Phase 1 is in front of the City Council for consideration at its February 14, 2023 meeting. We have been talking with Bob Hampton, his advisors, and his banker over the past weeks and believe that everything is now in order to proceed.

First and foremost, Mr. Hampton has obtained financing from United Republic Bank for the cost of constructing the infrastructure in Phase One. United Republic Bank has approved a loan to the developer in the amount of \$924,642.18 and will issue an ILOC in that amount in favor of the City of Valley. Draws from the ILOC will be used to pay for the construction of the improvements and to reimburse the City for engineering and legal fees; when a contractor is ready for a pay request it will be submitted to Eagle Engineering for approval and, in consultation with the developer, they will submit a recommendation to the City Council for approval of the Pay Request. Once approved a written draw request will be made to United Republic Bank, specifying that the payment should be to the contractor in the recommended amount, and the bank will then issue a check to the contractor. The Eagle Engineering fees will be made through the City.

The provisions of the Agreement for Irrevocable Letter of Credit are generally summarized as follows:

- Conditioned on execution of the Subdivision Agreement.
- Execution of the subdivision Agreement is conditioned upon the issuance of the ILOC in the amount of \$924,642.18
- Provides a breakdown of the \$924,642.18.
- Sets forth who the draws on the ILOC can be made payable to.
- Requires an increase in the amount of the ILOC or a cash deposit in the event the amount of the ILOC is insufficient.

The provisions of the Subdivision Agreement are generally summarized as follows:

- City will design, engineer, bid and oversee construction of the streets, storm sewers, sanitary sewers and water located within dedicated rights-of way or easements, all of which shall be paid for by draws on the ILOC.
- The Subdivider will contract and pay for Natural Gas, Street Lighting, Electricity, and Telephone/cable/internet. The improvements listed in this subparagraph shall be paid for directly by the Developer.
- Upon completion of the improvements the City will pay for the maintenance and repair of the public infrastructure improvements located within dedicated rights-of-way or easements

- Upon completion of the improvements the Developer or the Homeowner's Association pay for the maintenance of the private paving, private sidewalks private storm sewer, landscaping, dredging and grading.
- The Lake will be transferred to the HOA.
- City will be reimbursed for its costs.
- Capital Facilities fees will be paid in the normal manner.
- City, or its designee, has takeover rights if the development is abandoned.
- Section X sets forth the requirements for Final Plat approval and signing with the most significant requirements being the execution of the Agreement for Irrevocable Letter of Credit and the City's approval thereof.
- There is a Subdivider Indemnity provision whereby the Subdivider agrees to indemnify the City from liability in certain situations.

Copies of the Subdivision Agreement and the Agreement for Irrevocable Letter of Credit are attached should you want to review them in more detail. If you have any questions about this don't hesitate to contact Andrea (402-934-5588) prior to the meeting.

City of Valley
Proposed Tree-Related Ordinance Revisions
First Draft 02/02/23

Legend:

Green-highlighted text is proposed addition.

~~Yellow highlighted and struck through text is proposed removal.~~

Blue-highlighted text is an editor's note.

CHAPTER I – CIVIL ADMINISTRATION
ARTICLE III – ADMINISTRATION

SECTION 1-310: APPOINTMENT OF COMMITTEES

At the organizational meeting of the City Council, the mayor may appoint members of such committees as may be necessary from time to time, which committees shall serve at the pleasure of the City Council. The membership of such standing committees may be changed at any time by the mayor, who shall be a member ex officio of each standing committee. Each member of the standing committee shall serve a term of office of one year, unless reappointed.

ARTICLE X – TREE BOARD

SECTION 1-1001: CREATION AND ESTABLISHMENT OF TREE BOARD

There is hereby created and established a Tree Board for the City, which shall consist of five members. Such members shall be appointed by the mayor with the approval of the City Council.

SECTION 1-1002: TERMS OF OFFICE

The term of each Tree Board member shall be three years. In the event that a vacancy shall occur during the term of any member, a successor shall be appointed by the mayor with the approval of the City Council for the unexpired term.

SECTION 1-1003: COMPENSATION

Members of the Tree Board shall serve without compensation.

SECTION 1-1004: DUTIES AND RESPONSIBILITIES

It shall be the responsibility of the Tree Board to study, investigate, counsel and develop and/or update annually and administer a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in parks, along streets and in other public areas. Such plan shall be presented annually to the City Council and, upon its acceptance and approval, shall constitute the official comprehensive city tree plan. The Tree Board, when requested by the Council, shall consider, investigate, make finding, report and recommend upon any special matter of question coming within the scope of its work.

It shall be the responsibility of the Tree Board to review city ordinances pertaining to the city urban forest as necessary and present proposed changes to City Council for consideration.

It shall be the responsibility of the Tree Board to grant, review, or revoke arborist licenses and inspect the work of all arborists inside the city's urban forest.

It shall be the responsibility of the Tree Board to grant, review, or revoke city tree permits.

SECTION 1-1005: OPERATION

The Tree Board shall choose its own officers, make its own rules and regulations and keep a minute book of its proceedings. A majority of its members shall constitute a quorum for the transaction of business.

Sec. XXX - Enforcement of article

It shall be the duty of the Public Works Superintendent, or such of their assistants as they may designate from time to time, to enforce the provisions of this chapter.

Sec. XXX - Right of entry for purpose of examination of urban forest

The Tree Board shall have the right to examine all trees and shrubs, alive or dead, standing or fallen, in the city for the purpose of determining whether the same are contagiously diseased, dead, or hazardous, and may enter upon any private properties where necessary to conduct such examinations. Such examinations shall include the right to take samples from such trees for laboratory testing purposes.

SECTION 1-1006: INTERFERENCE WITH TREE BOARD

It shall be unlawful for any person to prevent, delay or interfere with the Tree Board or any of its agents while they are engaging in and about the **examining**, planting, cultivating, mulching, pruning, spraying, **injecting**, or removing of any street trees, park trees, or trees on private grounds, as authorized in this article.

SECTION 1-1007: REVIEW BY CITY COUNCIL

The City Council shall have the right to review the conduct, acts and decisions of the Tree Board. Any person may appeal any ruling or order of the board to the Council. Such appeal must be in writing and must be filed with the city clerk, who shall place the appeal on the agenda for the next regular meeting for consideration. The Council shall decide the appeal and such decision shall be final.

SECTION 1-1008: DEFINITIONS

this needs to be after 1-1003 and before 1-1004

"Street trees" are herein defined as trees, shrubs, bushes and all other woody vegetation on land lying between property lines on either side of all streets, avenues, or ways with the City.

"Park trees" are herein defined as trees, shrubs, bushes and all other woody vegetation in public parks having individual names and all areas owned by the City or to which the public has free access as a park.

"Private trees" are herein defined as trees, shrubs, bushes and all other woody vegetation on land privately owned.

"Private community forest" is herein defined as all trees within city boundaries but not owned by the City.

"Public community forest" is herein defined as all street and park trees owned by the City as a total resource.

"Urban forest" is herein defined as all woody vegetation, both public and private, within city boundaries as a total resource.

"Tree Topping" is herein defined as reduction of tree size by cutting live branches and leaders to stubs, without regard to long-term tree health or structural integrity.

• **Sec. XXX- Public community forest—Abuse of trees prohibited**

Unless specifically authorized by the City, no person shall intentionally damage, cut, carve, graffiti, transplant, or remove any tree belonging to the city; attach any rope, wire, nails, advertising posters, or other contrivance to any such tree; allow any gaseous, liquid, or solid substance which is harmful to such trees to come in contact with them; or set fire or permit any fire to burn when such fire or the heat thereof will injure any portion of any such tree.

• **Sec. XXX – Same--Protection of tree roots**

No person shall deposit, place, store, or maintain, upon any public place of the city, any stone, brick, sand, concrete, or other materials which may impede the free passage of water, air, and fertilizer to the roots of any tree growing therein, except by written permit of the City.

- **Sec. XXX – Same--Protection of trees during repair, excavation, construction, or street work; compensation for damaged trees**

All trees on any street or other publicly owned property near any excavation, including excavation of ditches, tunnels or trenches, construction or repair of any building or structure, or street work, shall be guarded with a good substantial fence, frame, or box not less than four feet high and eight feet square, or such barrier shall have a radius from the center of such tree in feet equal to the number of inches of the diameter of the trunk at a point 4½ feet above ground level, whichever is greater, or such barrier as is permitted by the Tree Board, and all building material, dirt, or other debris shall be kept outside the barrier.

In the event that any such tree or a portion thereof is removed, caused to be removed, or killed for any reason by the person performing such work, the city shall be entitled to compensation from such person for the value of such tree. Compensation shall be determined in accordance with the Council of Tree and Landscape Appraisers, "Guide for Plant Appraisal," tenth edition, as revised.

- **Sec. XXX – Same--Responsibility for maintenance of trees in right-of-way**

The owner, agent or occupant of any land abutting a street or alley shall keep the trees located within the section of the street right-of-way or alley so abutting trimmed, pruned and sprayed in such manner as will remove any hazard to life or property and preserve or promote the health and vigor of the trees, and shall water and otherwise care for the trees to maintain them in a healthy, vigorous, growing condition; provided, however, the Tree Board may direct pesticide be applied to these trees for insect or disease control at city expense when doing so is considered in the public interest.

- **Sec. XXX - Same—Permit required for planting or removal.**

It shall be unlawful for any person, other than an employee or agent of the city in the regular discharge of duties, to plant, grow, or remove any tree or shrubbery upon property belonging to the city, or cause the same to be done, until such person has obtained a permit therefor from the Tree Board and until such permit, together with a plot plan showing the location and kind of tree or shrub proposed to be planted, has been approved by the Tree Board.

SECTION 1-1009: STREET TREE SPECIES TO BE PLANTED

The tree list adopted by the Tree Board and published by it constitutes the official street tree species for the City. No species other than those included in this list may be planted as street trees without written permission of the Tree Board.

SECTION 1-1010: SPACING OF STREET TREE PLANTINGS

The spacing of street tree plantings will be in accordance with the three species size classes listed in the tree list, and no trees may be planted closer together than the following: small trees, 30 feet; medium trees, 40 feet; and large trees, 50 feet; except in special plantings designed or approved by a landscape architect and approved by the Tree Board.

SECTION 1-1011: DISTANCE FROM CURB AND SIDEWALK

The distance which trees may be planted from curbs or curb lines and sidewalks will be in accordance with the three species size classes listed in the tree list, and no trees may be planted closer to any curb or sidewalk than the following: small trees, 2 feet; medium trees, 3 feet; and large trees, 4 feet.

SECTION 1-1012: DISTANCE FROM STREET CORNERS AND FIRE HYDRANTS

No street tree shall be planted closer than 35 feet to any street corner, measured from the point of nearest intersecting curbs or curb lines. No street tree shall be planted closer than ten feet to any fire hydrant.

SECTION 1-1013: UTILITIES

No street trees other than those species listed as small trees in the tree list may be planted under or within ten lateral feet of any overhead utility wire or over or within five lateral feet of any underground water line, sewer line, transmission line or other utility.

• Sec. XXX - Clearance of limbs and foliage—Streets

It shall be unlawful for any property owner or occupant to permit the limbs, branches and/or foliage of any tree or shrub upon such property to project into or extend over any streets, collector streets, or alleys, in such a manner that there shall be a clearance of less than 14 feet between the surface of the street and such limbs, branches and/or foliage.

• Sec. XXX - Same—Sidewalks

It shall be unlawful for any property owner or occupant to permit the limbs, branches and/or foliage of any tree or shrub upon such property to project into or extend over any

sidewalk in such a manner that there shall be a clearance of less than 8 feet between the sidewalk surface and such limbs, branches and/or foliage.

- **Sec. XXX - Trees and shrubbery adjacent to street lamps**

It shall be unlawful for any property owner or occupant to permit the limbs, branches and/or foliage of any tree or shrub upon such property to obstruct the light from any street lamp.

- **Sec. XXX - Trees and shrubbery adjacent to curb line of street**

It shall be unlawful for any person to plant, grow, keep, or maintain, or cause to be planted, grown, kept, or maintained, any tree foliage, hedge, bush, or shrubbery of any kind within ten feet of the curb line of any street, if such vegetation blocks the sight of or use by a motorist traveling along such street.

- **Sec. XXX - Trees and shrubbery near intersections of streets**

It shall be unlawful for any person to plant, grow, keep or maintain, or cause to be planted, grown, kept or maintained, any tree foliage, hedge, bush or shrubbery of any kind which blocks the sight of a motorist entering an intersection of two streets, within the triangle formed by the adjacent curb lines of intersecting streets and the line joining points distant 45 feet on each side line from their point of intersection.

SECTION 1-1014: PUBLIC TREE CARE

The City shall have the right to plant, subject to Section 1-1013 herein, prune, maintain and remove trees, plants and shrubs within the lines of all streets, alleys, avenues, lanes, squares and public grounds as may be necessary to ~~insure~~ ensure public safety or to preserve or enhance the symmetry and beauty of such public grounds. ~~This section does not prohibit the planting of street trees by adjacent property owners, providing that the selection and location of said trees is in accordance with this article.~~ All costs of such elective tree care shall be borne by the City.

SECTION 1-1015: CONSENT OF PROPERTY OWNER

The Tree Board shall plant no trees on public right of way without the consent of the adjacent property owners. Such consent shall be in writing and shall be maintained as part of the official tree board records.

SECTION 1-1016: TREE TOPPING

It shall be unlawful as a normal practice for any person, firm or city department to top any street tree, park tree or other tree on public property. Tree topping on private property is strongly discouraged. "Topping" is defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree as to remove the normal canopy and disfigure the tree. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical, may be exempted from this article at the determination of the Tree Board.

SECTION 1-1017: PRUNING, CORNER CLEARANCE

Every owner of any tree overhanging any street or right of way within the City shall prune the branches so that they shall not obstruct the light from any street lamp or obstruct the view of any street intersection. There shall also be a clear space of eight feet above the surface of the street or sidewalk.

Sec. XXX - Prohibited acts

It is hereby declared unlawful for any person to deviate from accepted methods of good arboriculture practice as outlined in the in the American National Standards Institute, A300 and Z133 standards, or to perform any of the acts herein set forth:

(a)

To make rough, jagged, or unnecessarily large wounds.

(b)

To "flush cut" or otherwise damage the branch bark ridge or branch collar when making pruning cuts.

(c)

To perform tree topping, or to otherwise hack, chop, or mutilate in any manner any live tree, or any limb, branch, or root thereof. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical, may be exempted from this article at the determination of the Tree Board.

(d)

To cut down or fell any tree, or any portion or part of any tree, so that same or any part thereof shall fall or lie upon any street, alley, or other public property without first having obtained permission from the Public Works Superintendent and erecting proper barricading.

(e)

To cut down or fell any tree, or any portion or part of any tree, so that same or any part thereof shall fall or lie upon any private property of another without first having obtained the written consent of such property owner or their agent.

(f)

To use climbing irons, spikes, or gaffs during pruning operations on any tree parts not to be removed at the time of such pruning.

Sec. XXX – Same—Deviation from good arboriculture practices

(a)

Any person who shall injure, damage (including by excessive pruning, topping or improper pruning techniques) or destroy any tree situated upon the public right-of-way or other public place shall repair said damage to the satisfaction of the Tree Board.

(b)

If the Tree Board deems the tree to be beyond repair, the responsible party shall compensate the City of Valley for the lost monetary value of the tree to the satisfaction of the Tree Board. Tree values shall be in accordance with the most recent edition of "The Guide for Plant Appraisal." Such compensation may include tree replacement of adequate value.

(c)

Should any person cause removal of any tree upon the public right-of-way or other public place without a valid permit from the Tree Board, the Tree Board shall assess a penalty of up to triple damages of the appraised value of said tree against the responsible party.

SECTION 1-1018: **DEAD** HAZARDOUS OR DISEASED TREE REMOVAL; PRIVATE PROPERTY

It shall be unlawful for any property owner or occupant to permit to stand upon his property any dead tree, any dead part of a tree, any fatally diseased or structurally weak tree, or any structurally weak part of a tree, which is a menace to public safety or which endangers any building or other property.

1. All trees, or any parts of trees, that are in a diseased, dying, or dead, or structurally weakened condition are declared to be a public nuisance and shall be removed by the property owner from the private property on which they are located. For the purpose of carrying out the provisions of this section, the Tree Board shall have the authority to enter on private property to inspect the trees thereon. In the event that the trees are diseased, dying, or dead, or structurally weakened, notice shall be given to the owner of the property by mail or personal service. Such notice shall allow the said owner

60 days to remove the said tree or trees unless an immediate threat to public safety is identified, in which case a shorter period of time for compliance may be demanded.

2. In the event that the owner is a non-resident, notice shall be made by publication in a newspaper of general circulation or by certified mail if the name and address are known. The person charged with the removal may enter into an agreement with the City that such work be accomplished by the City, or City contractor, and the expense shall be declared to be a lien upon such property from the time the same becomes due until paid. If the owner fails, neglects or refuses to enter into such an agreement or to remove the trees, the Tree Board may enter upon the property and proceed to direct the removal of the trees; the cost thereof shall be chargeable to the property owner. If the owner fails to reimburse the City after being properly billed, the costs shall be assessed against the property and certified by the city clerk to the county treasurer to be collected in the manner prescribed by law.

3. In the event the property owner is a non-resident of the county in which the property lies, before levying any special assessment against that property the City shall send to the last known address of the non-resident property owner, by certified mail, return receipt requested, a copy of any notice required by law to be published. The last known address shall be that address listed on the current tax rolls at the time such required notice was first published.

SECTION 1-1019: REMOVAL OF STUMPS

All stumps of street and park trees shall be removed so that the top of the stump does not project above to a minimum depth of 12 inches below the surface of the ground.

SECTION 1-1020: ARBORIST'S LICENSE

• Sec. XXX - Definition

For the purposes of this article, the phrase "the business of arboriculture" shall be defined as the performance, for hire or other valuable consideration, of any of the acts for which an arborist's license is required.

• Sec. XXX - Required

It shall be unlawful for any person or firm to engage in the business or occupation of pruning, treating or removing street or park trees of arboriculture within the City's urban forest without first applying for and procuring a license. The license fee shall be \$25.00 annually in advance, provided that no license shall be required of any public service company or city employee doing such work in the pursuit of their public service endeavors. Before any license shall be issued, each applicant shall first file with the City Clerk evidence of possession of liability insurance in the minimum amounts of \$50,000.00 for bodily injury and \$100,000.00 for property damage, indemnifying the City or any person injured or damaged resulting from the pursuit of such endeavors as herein described.

- **Sec. XXX - Classifications**

An arborist's license shall be classified as follows:

(a)

First class. A first class arborist's license shall entitle the holder thereof, for hire or other valuable consideration, to remove whole trees; to trim and cut or prune limbs or branches of trees; to perform tree surgery; to repair any broken or injured tree; to spray, inject, fertilize or otherwise chemically treat for pests or diseases any tree; or to treat in any other manner any tree in the city.

(b)

Second class. A second class arborist's license shall entitle the holder thereof, for hire or other valuable consideration, to remove whole trees; to trim and cut or prune limbs or branches of any tree in the city.

- **Sec. XXX - Assistants**

Nothing contained in the provisions of this article shall be interpreted as prohibiting the employment by a holder of an arborist's license of assistants who are not license holders; provided that the holder of the license shall be equally responsible for all acts of his/her assistants as if he/she had done them himself/herself. The holder of the license shall be available to his/her assistants within a 60-minute response to the work being performed.

- **Sec. XXX - Qualifications**

The applicant for an arborist's license required by the provisions of this article shall meet the following qualifications:

(a)

Be at least 18 years of age.

(b)

Provide evidence of currently holding at least 1 of the following credentials:

For First Class License:

International Society of Arboriculture, Certified Arborist or Board Certified Master Arborist

Nebraska Arborist Association, Certified Arborist

City of Omaha Arborist License, First Class

For Second Class License:

International Society of Arboriculture, Certified Arborist or Board Certified Master Arborist

Nebraska Arborist Association, Certified Arborist

City of Omaha Arborist License, First Class

City of Omaha Arborist License, Second Class

(c)

Provide evidence of currently holding a Nebraska Department of Agriculture commercial pesticide applicator license for ornamentals. (This requirement shall apply to first class licenses only.)

- **Sec. XXX - Fees**

The initial fee for all arborist licenses shall be \$25.00.

The renewal fee for all arborist licenses shall be \$25.00.

If the annual/ renewal fees were higher, part or all of the funds could be allocated towards Tree Board expenditures.

- **Sec. XXX - Establishment of rules for applicants**

The Tree Board shall make such reasonable rules as are necessary to ascertain the fitness of applicants to receive arborist's licenses.

- **Sec. XXX - Authority to require additional training**

The Tree Board may require additional training of the holder of any arborist's license, from time to time, to ascertain the continued fitness of the holder thereof and their right to retain such license.

• **Sec. XXX – Expiration and Renewal**

Every arborist license issued under the provisions of this article shall be valid from the date of issuance up to and including the next December 31, unless sooner revoked, and shall be renewed before the expiration date thereof by submitting the required application form, qualifying credentials, certificate of insurance, and fee.

• **Sec. XXX - Revocation**

The Tree Board may revoke the license or certificate of compliance of any arborist, or of any firm, partnership, or corporation, found using improper methods as herein defined, or who in any other way digresses from good arboriculture practice.

ARTICLE XI – PARKS, SWIMMING POOL AND TRAILS

SECTION 1-1102: PARKS; INJURY TO PROPERTY

It shall be unlawful for any person to maliciously or willfully cut down, injure or destroy any tree, plant or shrub. It shall be unlawful for any person to injure or destroy any sodded or planted area or any building, structure, equipment, fence, bench, table or any other property of the city parks and recreational areas. No person shall commit any waste on or litter the city parks or other public grounds. (Neb. Rev. Stat. §17-948, through 17-952)

ARTICLE XVII – PENAL PROVISION

SECTION 1-1701: VIOLATION; PENALTY

Anyone violating any of the terms and conditions of the foregoing Chapter and Articles shall be deemed guilty of a misdemeanor and shall be fined in a sum not more than \$500.00 for each offense. Each day's maintenance of the same shall constitute a separate offense.

CHAPTER II – MISDEMEANORS

ARTICLE I – GENERAL MISDEMEANORS

SECTION 2-121: TREES; INJURY, TRIMMING; PUBLIC SERVICE COMPANY

It shall be unlawful for any person purposely or carelessly and without lawful authority to cut down, carry away, injure, break down, or destroy any fruit, ornamental, shade or other tree growing on any land belonging to another person or on any public land in the corporate limits of the City. Any public service company desiring to trim or cut down any tree, except on property owned and controlled by it, shall make application to the City Council in accordance with Chapter 1 Article X, and the written permission of the City Council shall constitute the only lawful authority on the part of the company to do so.

CHAPTER IV – BUSINESS REGULATIONS

SECTION 4-106: REGISTRATION FEES

The annual fees for registration of certain contractors and workmen are as follows:

Arborist, First Class	\$25.00
Arborist, Second Class	\$25.00
Electrical Contractor	\$25.00
Electrical Journeyman	10.00
Electrical Apprentice	5.00
Fire Alarm Installer	10.00
Mechanical Contractor	25.00
Mechanical Journeyman	10.00
Master Plumber	25.00
Journeyman Plumber	10.00
Apprentice Plumber	5.00
Water Service and Drain Layer	25.00
Lawn Sprinkler Installer	25.00
General Contractor	25.00

CHAPTER V – PUBLIC WAYS AND PROPERTY

ARTICLE I – PUBLIC PROPERTY REGULATIONS SECTION 5-101: MAINTENANCE AND CONTROL

The City Council shall have the care, supervision and control of all public highways, bridges, streets alleys, public squares and commons within the City and shall cause the same to be kept open and in repair and free from nuisances. (Ref. Neb. Rev. Stat. §17-567)

SECTION 5-102: OBSTRUCTIONS

Trees and shrubs growing upon or near the lot line or upon public ground and interfering with the use or construction of any public improvements shall be deemed an obstruction under this article. Said trees, shrubs and their roots may be removed by the street superintendent at the expense of the owner of the property upon which the tree or shrub is located, should the owner fail or neglect to do so after notice. It shall be unlawful for any person, firm or corporation to obstruct or encumber by fences, gates, buildings, structures or otherwise, any of the streets, alleys or sidewalks. (Ref. Neb. Rev. Stat. §17-557.01)

SECTION 5-204: EXCAVATIONS; PERMIT; BOND

1. *Refilling Parkway Area.*

- A. Where any permit is obtained for the excavating in any street, avenue or alley, which includes the parkway (being that area between the curb line and the lot line), all work of replacing any paving, filling any trenches or holes, tamping and reseeding in such parkway shall be done by the plumber or other person having the permit. Replacement of the parkway excavation shall be done in a workmanlike manner so that the area excavated shall be returned substantially to its previous condition. This shall include the repaving or replacing of sidewalk, reseeding or resodding and appropriate tamping, all as may be necessary, to restore such parkway to its previous condition.
- B. Such parkway area between curb line and lot line is the property of the City, and the plumber or other excavator when working in such area shall comply with all applicable provisions of this code and all appropriate ordinances, resolutions and rules governing the use of streets, avenues and alleys, and particularly shall comply with subsection (7).

SECTION 5-309: DUTY TO REMOVE BRANCHES AND SHRUBBERY

It shall be the duty of the occupant of each lot or parcel of ground to keep the sidewalk adjacent thereto free from overhanging branches and free from limbs to a height of eight feet and to keep such sidewalk free from encroaching hedges or shrubbery. No tree, shrubbery or hedge shall be permitted closer than 18 inches to the sidewalk. It shall be the duty of the occupant of each lot or parcel of ground abutting on any intersection to trim and/or remove any shrubbery, sign or other obstacle which obstructs the view for a distance of ten feet from such intersection. Any such occupant or owner who fails to remove the overhanging branches and limbs or other encroachments within five days after receiving written notice to do so, upon conviction shall be fined in any sum not exceeding \$500.00 and shall pay the costs of prosecution and the costs of the removal of such encroachments. (Ref. Neb. Rev. Stat. §17-557.01)

ARTICLE V – PENAL PROVISION

SECTION 5-501: VIOLATION; PENALTY

Any and all persons violating any of the provisions of the several articles of this chapter for which penalty is not therein provided shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined in a sum of not more than \$500.00 for each offense.

Each day's maintenance of the same shall constitute a separate offense.

Cheryl Eckerman

From: Valley City Office
Sent: Wednesday, January 18, 2023 3:33 PM
To: Cindy Grove; Cheryl Eckerman; Tyler Cooper
Subject: Council Agenda Request Dave Williams - Valley Community Historical Society President

Name: Dave Williams - Valley Community Historical Society President

Phone: 402-660-3800

Email Address: djwyoyo@yahoo.com

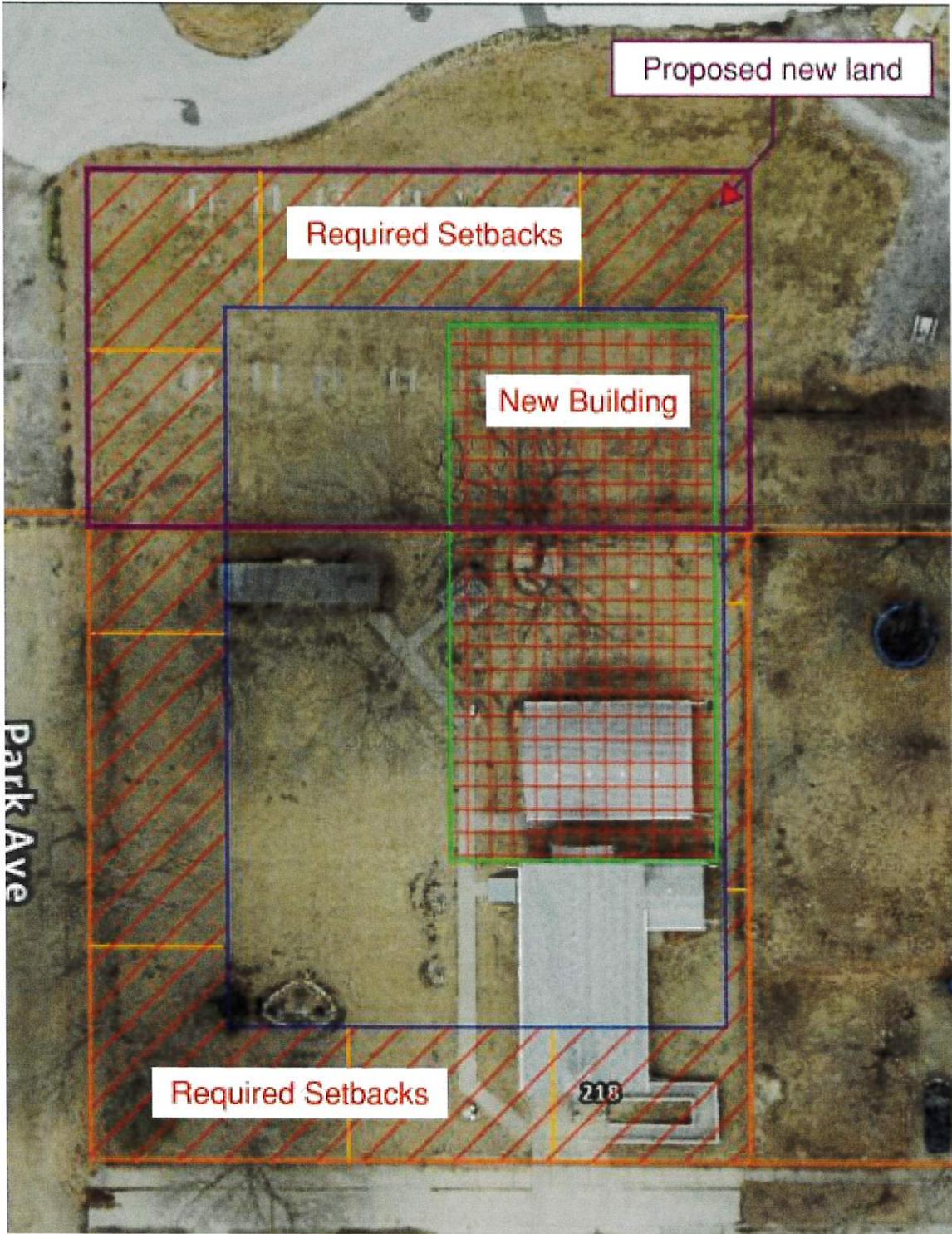
Address: 12069 Elmwood Dr

Agenda Item Description: Use of Valley Main Park land for Valley Community Historical Society building expansion in very near future.

Requested Action: Open discussion in regard for support or opposition to the Valley Community Historical Society obtaining a 150' x 80' section of the park land, directly north of our current VCHS lot. This area currently contains the horseshoe pit are.

Does this require an expenditure of funds: Unsure

[View in List](#)



Proposed new land

Required Setbacks

New Building

Required Setbacks

218

Park Ave

Cheryl Eckerman

From: Dj Wil <djwyoyo@yahoo.com>
Sent: Tuesday, February 7, 2023 8:33 AM
To: Cheryl Eckerman
Subject: Additional Info
Attachments: Dissolution of the Society.docx

EXTERNAL EMAIL

Good morning Cheryl.

Here is one more document the Mayor and Council may be interested in for our agenda topic.

Thanks,

Dave Williams

- Building Inspector buildinginspector@valleyne.org
- To:Dj Wil
- Thu, Feb 2 at 8:49 AM

Looks like your building coverage percentages would be fine with the addition of the added lot. The only other thing I can think of is you have a 5' side yard setback. Which should not be a problem with the layout.

Obviously, there would still be some more review on my end once I can get a look at the preliminary drawings. Although from what we have discussed to this point, I don't see many problems with the design. I have updated my previous sketch to reflect your comments. Let me know if I am on the right track.

Revised & Approved 12/9/2021

**BY-LAWS
OF
THE VALLEY COMMUNITY HISTORICAL SOCIETY, INC.**

ARTICLE VI - Dissolution of the Society

In the event of the dissolution of the Valley Community Historical Society, Inc., it shall be provided that the Lots Ten (10), Eleven (11) and Twelve (12), Block One (1) Erway and Nelsons Second Addition to the City of Valley, Nebraska, and all monies shall become the property of the Valley Memorial Park.

The exhibits owned by the museum shall be given to a historical society within the County of Douglas.

Amended APRIL 8, 2008
Amended April 15, 2015
Amended December 9th 2021

President _____ Secretary

Cheryl Eckerman

From: Valley City Office
Sent: Tuesday, January 24, 2023 12:32 PM
To: Cindy Grove; Cheryl Eckerman; Tyler Cooper
Subject: Council Agenda Request John Torchia

Name: John Torchia

Phone: 402-364-3622

Email Address: john.torchia@allegion.com

Address: 47 Ginger Woods Rd Valley, NE 68064

Agenda Item Description: If the City Council plans to raise the speed limit from 20mph to 25mph around Ginger Cove and Ginger Woods, I would like to voice my concerns on this matter. I have no issue with the city raising the speed limit to 25mph, my concern is with the people that don't abide by the posted speed limit. We have had a problem with people grossly exceeding the speed limit i.e. residences, contractors, sanitation trucks, and delivery vehicles.

Requested Action: The fact that both of these residential areas have no sidewalks, I'm asking the City Council to provide speed bumps in strategic areas for Ginger Woods, in front of the homes along Ginger Woods Terrace and Ginger Woods Drive. I'm also asking for the Police Department to provide more officer presence, conduct radar checks, and start writing citations so people will be more compliant.

Does this require an expenditure of funds: Yes

[View in List](#)

Application for 48 State Tour

January 24th 2023

OVERVIEW

The Valley Cemetery Board would like permission to apply to have the Valley Cemetery considered for the 48 State Tour, conducted by the monument preservation company Atlas Preservation. If Valley Cemetery were to be selected, this free event would offer training in monument and headstone preservation and upkeep, which will benefit members of the community as well as improve the historic cemetery. The Valley Cemetery currently has both newer and historic monuments in need of preservation or repair.

GOALS

1. Cemetery preservation and repair. (Examples of repair needs attached)
2. Education of Cemetery board members and community members on preservation.

SPECIFICATIONS

The 48 State Tour, sponsored by Atlas Preservation, is completed each summer with the goal to perform 48 gravestone preservation workshops in 48 states in 48 days. They prefer older/historic cemeteries with older monuments in need of repair or preservation. The tour makes efforts to perform as many different types of repairs as possible that represent the most common problems associated with gravestone preservation. The day includes a gravestone cleaning demonstration followed by participant hands-on cleaning projects. They also demonstrate methods for repair, leveling, and reconstruction of monuments. If the 48 State tour were to select the Valley Cemetery on their tour, the repairs they assist with would not only improve the aesthetic of the cemetery but also reduce costs of stone repair. Per the deed agreements for a plot in the Valley Cemetery, stone repair/replacement is to be at the cost of the individual on the deed, or their designated next of kin. However, the Cemetery board recognizes that not all individuals interred at the cemetery have a next-of-kin overseeing the maintenance of their plot(s). Therefore, the repair and maintenance may fall on the City of Valley, especially for older historic plots.

REQUESTED SUPPORT

The tour requests that a hosting cemetery have the following items lined up for their visit.

- Access to the cemetery (permission from the city/county) with space for parking
- Access to water and crushed stone/gravel (must be provided by hosting cemetery)
- Permission for the 48 State Tour to photograph the event and share it on their social media

Considerations

If selected, the 48 State Tour does not guarantee full repair/restoration of damage. They do educate and attempt to repair a select amount of damage in the one day workshop. The application for consideration does not need to be repeated annually.

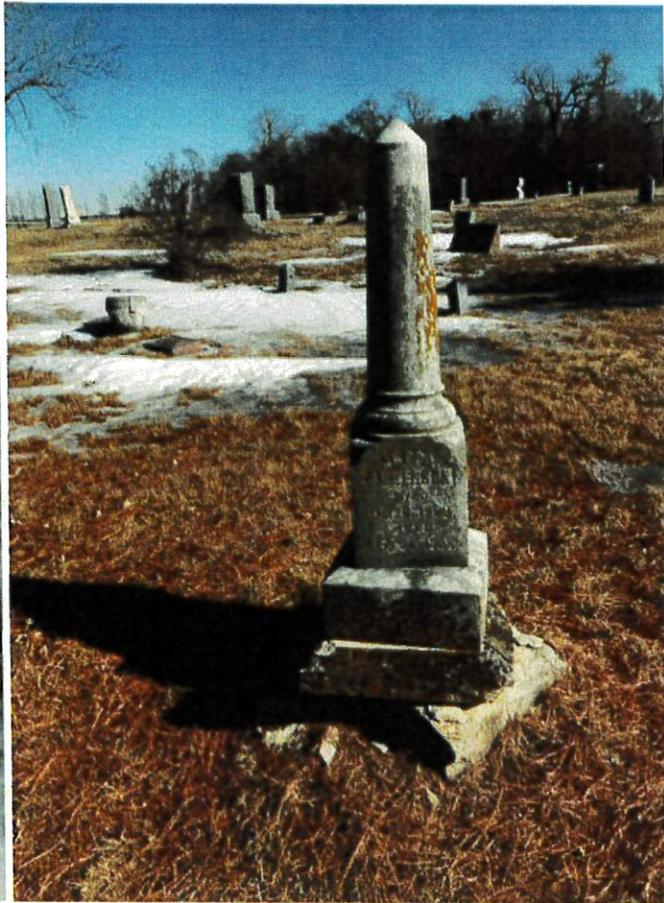
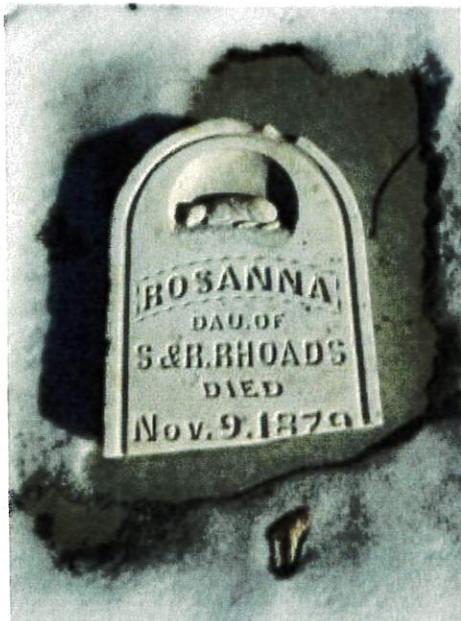
Regardless of being selected, moving forward the cemetery board has already and may need to contact local monument companies for assistance in further repair or restoration of monuments that board members and the City of Valley cannot complete alone. The Cemetery Board does have working relationships with local monument companies, but the costs of repairs would fall either upon the City of Valley or on the ownership of the individual monument. Training and assistance from the 48 State Tour would help alleviate costs associated with restoration at the cemetery as well as educate volunteers for future needs.

The Kearney Cemetery in Kearney NE is a past recipient of the 48 State Tour workshop. Member Krista Lewis reached out to the cemetery superintendent Steve Baye about the experience. He said that their cost for the gravel/sand was approximately \$40-\$50. The experience was positive, and members of other cemetery preservation groups attended as well as their own members, and all had positive responses about the event. Overall, he felt it was a good day for their cemetery. He acknowledged that the work was limited to what could be completed in one day, but overall improvements were made and some repairs were completed.

To learn more about the tour and their workshop:

<https://48statetour.com/>

Includes workshop information, gallery, and testimonials.







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FRANCHISE AGREEMENT

This Franchise Agreement (this "Franchise") is between The City of Valley, Nebraska, hereinafter referred to as "Franchising Authority," and Cox Communications Omaha, LLC, hereinafter referred to as "Grantee."

The Franchising Authority, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise Agreement with the Grantee for the construction and operation of a Cable System on the terms set forth herein.

SECTION 1 Definition of Terms

1.1 Terms. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory, and the word "may" is permissive.

A. "Basic Cable" means the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.

A-B. "Broadband" means the transmission of data over a fixed high-speed internet connection

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B-C. "Cable Act" means Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, by the Cable Television Consumer Protection and Competition Act of 1992, and by the Telecommunications Act of 1996, and as the same may be further amended from time to time.

C-D. "Cable Services" means (A) the one-way transmission to Subscribers of (i) video programming, or (ii) other programming service, and (B) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

D-E. "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming, and which is provided to multiple Subscribers within a community, but such term does not

include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Public Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of title II of the Cable Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621(c)) to the extent such facility is used in transmission of video programming directly to Subscribers unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of title VI of the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility system.

E.F. "FCC" means the Federal Communications Commission, or successor governmental entity thereto.

F.G. "Franchise" means the initial authorization, or renewal thereof (including a renewal of an authorization which has been granted subject to section 626 of the Cable Act), issued by the Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement or otherwise, which authorizes the construction and operation of the Cable System.

G.H. "Franchising Authority" means the City of Valley, Nebraska or the lawful successor, transferee, or assignee thereof.

H.I. "Grantee" means Cox Communications Omaha, LLC, or the lawful successor, transferee, or assignee thereof.

I.J. "Gross Revenues" mean any subscriber revenues received by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area. Gross Revenues shall not include: (i) any fees or taxes which are imposed directly or indirectly on any Subscriber thereof by any governmental unit or agency and which are collected by the Grantee on behalf of such governmental unit or agency; (ii) any tax, fee, or assessment of any kind imposed by the Franchising Authority or other governmental entity on a cable operator, or Subscriber, or both, solely because of their status as such, including a tax, fee or assessment of general applicability which is unduly discriminatory against cable operators or Subscribers); (iii) any other special tax, assessment, or fee such as a business, occupation, and entertainment tax; (iv) any fee for the recovery of costs incurred to collect late payments for Cable Services; and (v) net unrecovered bad debt. Gross Revenues shall include subscriber revenues received by the Grantee from the provision of high-speed data internet access services to the extent such services are "cable services" under applicable federal law.

J.K. "Person" means an individual, partnership, association, joint stock company, trust, corporation, limited liability company or governmental entity.

K.L. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing, operating, repairing and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, power supplies, network reliability units and other property as may be necessary or pertinent to the Cable System.

L.M. "Service Area" means the present municipal boundaries of the Franchising Authority and shall include any additions thereto by annexation or other legal means, subject to the exceptions in Section 3.8.

M.N. "Subscriber" means a Person who lawfully receives Cable Services of the Cable System with the Grantee's express permission.

SECTION 2 Grant of Franchise

2.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, power supplies, network reliability units and other related property or equipment as may be necessary or appurtenant to the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.

2.2 Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither party may unilaterally alter the material rights and obligations

set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, this Franchise shall control.

2.3 Equal Protection. The right to use and occupy the Franchising Authority's Public Ways for the purpose herein provided shall not be exclusive; provided, however, that no Person shall enter into the Franchising Authority's Public Ways for the purpose of constructing or operating a Cable System, or for the purpose of providing Cable Service, or video programming service or a Broadband network to any part of the Service Area, without first obtaining a Franchise, permit, license, authorization or other agreement from the Franchising Authority. In the event the Franchising Authority authorizes or permits any Person other than the Grantee to enter into the Franchising Authority's Public Ways for the purpose of constructing or operating a Cable System, or a Broadband network or for the purpose of providing Cable Service, or video programming service or Broadband service to any part of the Service Area, the material provisions thereof shall be reasonably comparable to those contained herein, and the obligations imposed on the grantee thereunder shall be no less burdensome nor more favorable than the obligations imposed upon the Grantee hereunder, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

2.4 Term. The Franchise granted hereunder shall be for an initial term of five (5) years commencing on the effective date of the Franchise as set forth below, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

SECTION 3 Standards of Service

3.1 Conditions of Occupancy. The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

3.2 Restoration of Public Ways. If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, the Grantee shall replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

3.3 Relocation at Request of the Franchising Authority. Upon its receipt of reasonable advance written notice, not to be less than two (2) business weeks, the Grantee shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, as necessary, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of public structures or improvements which are not used to compete with the Grantee's services. The Grantee shall in all cases have the right of abandonment of its property. If public funds are available to any Person using such Public Way for the purpose of defraying

the cost of any of the foregoing, the Franchising Authority shall make application for such funds on behalf of the Grantee.

3.4 Relocation at Request of Third Party. The Grantee shall, on the request of any Person holding a lawful building moving permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from any Public Way, as necessary, any property of the Grantee, provided: (a) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (b) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this Section, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

3.5 Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth in order to access and maintain the Cable System.

3.6 Safety Requirements. Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable federal, state, and local regulations and the National Electric Safety Code. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Service Area.

3.7 Aerial and Underground Construction.

A. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground; provided that such facilities are actually capable of receiving the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications, and electric services are both aerial and underground, the Grantee shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing contained in this Section shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, network reliability units, pedestals, or other related equipment.

B. Notwithstanding anything to the contrary contained in this Section, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this Franchise, the Grantee shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground.

C. The Franchising Authority shall provide the Grantee with written notice of the issuance of building or development permits for planned commercial/residential developments within the Service Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require as a condition of issuing any ~~permits~~ for open trenching to any utility or developer, that the utility or developer give the Grantee reasonable access to open trenches for deployment of cable facilities and written notice of the date of availability of trenches. Such notice must be received by the Grantee at least ten (30) business days prior to availability.

3.8 Required Extensions of Service. The Grantee agrees to provide Cable Service to all residences in the Service Area, subject to the density requirements specified in this Section. Whenever the Grantee receives a request for Cable Service from a potential Subscriber in a contiguous unserved area where there are at least forty (40) residences within one (1) mile from the portion of the Grantee's trunk or distribution cable which is to be extended, the Grantee shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the applicable installation charge; provided that such extension is technically feasible, and if it will not adversely affect the operation, financial condition, or market development of the Cable System. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

3.9 Subscriber Charges for Extensions of Service. If a potential Subscriber resides in an area that does not meet the density requirements of Section 3.8 above, the Grantee shall only be required to extend the Cable System if the Subscribers in that area are willing to share the capital costs of extending the Cable System by making a capital contribution in aid of construction, including cost of material, labor, and easements. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per mile of its trunk or distribution cable, and whose denominator equals 40. Subscribers who request service hereunder shall bear the remaining construction costs on a *pro rata* basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any applicable installation charges to extend the Cable System from the tap to the residence.

3.10 Service to Public Buildings. The Grantee shall, upon request, provide without charge to the Franchising Authority, one standard installation and one outlet of Basic Cable to those administrative buildings owned and occupied by the Franchising Authority, fire station(s), police station(s), K-12 public school(s) and public libraries that are passed by its Cable System. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from the Grantee. The Cable Service provided shall not be used to distribute or sell services in or throughout such buildings or for other commercial purposes, and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in the

inappropriate use thereof or any loss or damage to the Cable System. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this Section, including but not limited to, those arising from copyright liability. The Grantee shall not be required to provide an outlet to such buildings where the drop line from the feeder cable to said buildings or premises exceeds 125 cable feet, unless the appropriate governmental entity agrees to pay the incremental cost of such drop line in excess of 125 cable feet. If additional outlets of Basic Cable are provided to such buildings, the building owner shall pay the usual installation and service fees associated therewith, including, but not limited to, labor and materials.

3.11 Emergency Use. The Grantee shall comply with the applicable rules and regulations of the FCC regarding emergency alert systems (47 C.F.R. Part 11). If the Grantee provides an Emergency Alert System ("EAS"), then the Franchising Authority shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Grantee, its employees, officers and assigns harmless from any claims arising out of the Franchising Authority's use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

3.12. Discrimination Prohibited. Grantee shall not, because of age, race, creed, color, national origin, or sex, unlawfully (i) refuse to hire or employ, (ii) bar or discharge from employment, or (iii) discriminate against any person in terms, conditions, or privileges of employment.

SECTION 4

Regulation by the Franchising Authority

4.1 Franchise Fee.

A. The Grantee shall pay to the Franchising Authority a franchise fee equal to five percent (5%) of Gross Revenues (as defined in Section 1.1 of this Franchise) received by the Grantee from the operation of the Cable System to provide Cable Services on a quarterly basis. The franchise fee payment shall be due quarterly, calculated on a calendar year, and payable 30 days after the close of the preceding quarter. The franchise fee payable hereunder shall be paid and received in lieu of any tax, license, charge, fee or any other character of charge for use and occupancy of the Public Ways. Each payment shall be accompanied by a brief report from a representative of the Grantee showing the basis for the computation.

B. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee is due.

4.2 Rates and Charges.

A. The Franchising Authority may regulate rates for the provision of Basic Cable and equipment as expressly permitted by applicable law.

B. The Grantee may charge a fee for the recovery of costs incurred to collect late payments for Cable Services if the following conditions have been met:

- (1) The Subscriber's bill sets forth when the fee will be assessed;
- (2) The fee is not assessed any earlier than the tenth (10th) day after the due date as reflected on the Subscriber's bill; and
- (3) The bill sets forth the amount of the fee.

Any fee imposed by the Grantee that does not exceed \$5.00 in 2001 dollars (as adjusted annually for inflation based on the Consumer Price Index) shall be presumed reasonable to cover the costs associated with the delinquent payment. The assessment of a fee pursuant to this Section shall not be construed as a limitation on the Grantee's right to charge any other lawful fees or charges.

4.3 Renewal of Franchise.

A. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act.

B. In addition to the procedures set forth in said Section 626(a), the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then-current Franchise term. The Franchising Authority further agrees that such assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal under Section 626(6) of the Cable Act and complete renewal of the Franchise prior to expiration of its term.

C. Notwithstanding anything to the contrary set forth in this Section, the Grantee and the Franchising Authority agree that at any time during the term of the then-current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then-current Franchise and the Franchising Authority may grant a renewal thereof.

D. The Grantee and the Franchising Authority consider the terms set forth in this Section to be consistent with the express provisions of Section 626 of the Cable Act.

4.4 Conditions of Sale.

A. If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

B. The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given a reasonable opportunity, which shall be at least 12 months, to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during such period. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System that is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during such period shall not be deemed to be a waiver, nor an extinguishment, of any rights of either the Franchising Authority or the Grantee.

4.5 Transfer of Franchise. The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness. Within thirty (30) days after receiving the request for transfer, the Franchising Authority shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Franchising Authority shall be deemed given.

SECTION 5 Compliance and Monitoring

5.1 Books and Records. The Grantee agrees that the Franchising Authority, upon thirty (30) days prior written notice to the Grantee, may review such of its books and records at the Grantee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the Section of the Franchise which is under review, so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, the Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The

Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate that is not providing Cable Service in the Service Area. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

SECTION 6 Insurance and Indemnification

6.1 Insurance Requirements. The Grantee shall maintain in full force and effect, at no cost and expense to the Franchising Authority, during the term of the Franchise, commercial general liability insurance in the amount of \$1,000,000 combined single limit for bodily injury and property damage. The Franchising Authority shall be designated as an additional insured. Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the Franchising Authority. Upon written request, the Grantee shall provide a certificate of insurance showing evidence of the coverage required by this Section.

6.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against (i) any liability for damages that arise out of the Grantee's construction, operation, or maintenance of its Cable System and (ii) any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, or maintenance of its Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within ten (10) days of receipt of a claim or action pursuant to this Section. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority. The Grantee shall have the right to participate in or assume control of the defense of any such claim or action, including without limitation the right to select counsel. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

SECTION 7 Enforcement and Termination of Franchise

7.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, the Franchising Authority shall informally discuss the matter with the Grantee. If these discussions do not lead to resolution of the issue, the Franchising Authority shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

7.2 The Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the notice described in Section 7.1: (a) to respond to the Franchising Authority, contesting the assertion of noncompliance, or (b) to cure such default, or (c) in the event that, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

7.3 Public Hearing. In the event that the Grantee fails to respond to the notice described in Section 7.1 pursuant to the procedures set forth in Section 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to Section 7.2(c) above, if it intends to continue its investigation into the alleged default, then the Franchising Authority shall schedule a public hearing to investigate the default. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which notice shall specify the time, place and purpose of such hearing. At such hearing, the Grantee shall be provided a full and fair opportunity to be heard.

7.4 Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in Section 7.3, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Seek specific performance of any provision that reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief;
or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise in accordance with Section 7.5.

7.5 Revocation.

A. Should the Franchising Authority seek to revoke the Franchise after complying with the procedures set forth in Sections 7.1 through 7.4 above, the Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

B. At the designated hearing, the Franchising Authority shall give the Grantee a full and fair opportunity to state its position on the matter, including without limitation the right to introduce evidence, to require the production of evidence, to question witnesses, and to obtain a transcript of the proceeding, after which the Franchising Authority shall determine whether or not the Franchise shall be revoked. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority "de novo". Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.

C. The Franchising Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

7.6 Force Majeure.

A. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, governmental, administrative or judicial order or regulation or other circumstances reasonably beyond the Grantee's ability to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their own utility poles to which the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

B. Furthermore, the parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include but are not limited to the following: (i) in instances or for matters where a violation or a breach by the Grantee of the Franchise was good faith error that resulted in no or minimal negative impact on the customers within the Service Area; or (ii) where strict performance with the terms of the Franchise would result in practical difficulties and hardship to the Grantee that outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

SECTION 8 Miscellaneous Provisions

8.1 Actions of Parties. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

8.2 Entire Agreement. This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority. Amendments to this Franchise shall be mutually agreed to in writing by the parties.

8.3 Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: (a) upon receipt when hand delivered with receipt/acknowledgment, (b) upon receipt when sent by certified, registered mail, postage prepaid, or (c) within five (5) business days after having been posted in first-class mail, postage prepaid.

The notices or responses to the Franchising Authority shall be addressed as follows:

City of Valley Nebraska
210 N. Leest
203 N Spruce Street
PO Box 682
Valley, NE 68064
Attention: City Administrator

The notices or responses to the Grantee shall be addressed as follows:

Cox Communications Omaha, LLC
11505 West Dodge Road
Omaha, NE 68154
Attention:
Market Vice President

with a copy to:

Cox Communications, Inc.
6250 Peachtree Dunwoody Rd.
Atlanta, Georgia 30328
Attention:
Vice President Regulatory and
Government Affairs

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in accordance with the provisions hereof.

8.4 Descriptive Headings. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.5 Severability. If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which will

remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.

8.6 Effective Date. The effective date of this Franchise is, pursuant to the provisions of applicable law. This Franchise shall expire on _____, 2038⁰⁹~~28~~ unless extended by the mutual agreement of the parties

Formatted: Highlight

Passed, adopted and effective this day, subject to applicable federal, state, and local law.

[Signatures appears on following page.]

IN WITNESS WHEREOF, the parties hereto have entered into this Franchise Agreement
On _____ 2023

FRANCHISING AUTHORITY:

City of Valley

By:

Name:

Title:

Attest:

GRANTEE:

By:

Name:

Title:

RESOLUTION 2023-07

WHEREAS, the City of Valley, Douglas County, Nebraska, proposes to enter into a Cable Franchise Agreement with Cox Communications; and

WHEREAS, the Valley City Council met in regular session on February 14th, 2023 and reviewed said agreement;

NOW, THEREFORE, BE IT RESOLVED THAT the Valley City Council authorizes Mayor Cindy Grove to execute said agreement with Cox Communications 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 14th DAY OF FEBRUARY, 2023.

CITY OF VALLEY, DOUGLAS
COUNTY, NEBRASKA

Cindy Grove, Mayor

John Batcher, Council President

Bryon Ueckert, Council Member

Linda Lewis, Council Member

Chris TenEyck, Council Member

ATTEST:

Cheryl K. Eckerman, City Clerk

DC West Post Prom Committee

February 1, 2023

Dear Local DC West Supporters,

The 2023 DC West Post Prom, scheduled for March 25th at The Mark in Elkhorn.

The DC West Post Prom is a supervised, safe, substance and alcohol free environment for students that follows our DC West Prom from Midnight to 4 am.

Post Prom is not associated with the dance itself and is funded ENTIRELY through fundraising activities, business donations and generous parent/community donations. A wide variety of activities are offered to keep the students engaged, having fun and making fabulous memories with their friends.

This year's Post Prom has been thrown for a small loop. As many of you know, The Mark in Elkhorn is now under new management and will no longer be honoring the prices agreed upon for following last year's event. The cost for the event has nearly doubled. We were only recently informed of this, therefore, this puts us behind in our fundraising efforts.

Any contribution of money, prizes or gift certificates would be greatly appreciated. Your donation will be tax deductible through our **non-profit tax payer ID # 20-4370412**.

Donations can also be made through our DC West Post Prom accounts :

VENMO: @dcwpostprom - OR- CHECK: payable to DC West Post Prom

If you have any questions, or would like to have your donations picked up by a DC West Post Prom Committee member, please contact *Kristi Trost* at 402-720-8497 or *Amanda Koile* at 402-880-7068. If you would like to mail your donation, please send it to the following address:

DC West High School Post Prom Committee
% Amanda Koile
5512 N 284th Circle
Valley, NE 68064

We again thank you for your generosity and support,



DC West Post Prom Committee

DC West Junior and Senior Parents

@dcwpostprom



venmo

Scan this code to pay

RESOLUTION NO. 2023-05

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

WHEREAS, the Valley City Council in regular session on February 14th, 2023 and reviewed said application.

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

PASSED AND APPROVED this 14th day of February, 2023

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

John Batcher, Council President

Linda Lewis, Council Member

Bryon Ueckert, Council Member

Chris TenEyck, Council Member

ATTEST:

Cheryl K. Eckerman, City Clerk

2023

JAN 30 2023

Fireworks Application

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

Application Score

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

(Please Print)

APPLICATION INFORMATION

Date 1/27/2023 Renewal Yes No Year of last Renewal 2022 State Fireworks No. 2023-RP-76349706-33-9

Name of Organization AMERICAN LEGION POST 58 / LEGION BASEBALL

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

Name of Person(s) Responsible DICK ROWE / LARY WASSERBULGER

Phone No. Cell No. 402-490-5324 Email Address Dodgerfanforever42@gmail.com
402-681-1402 egWASSER@COX.NET

SITE LOCATION INFORMATION

Site Location/Address 6080 N. 261ST CIRCLE, VALLEY, NE 68064

Property Owner Name/Address 2903 N. 191ST STREET, ELKHORN, NE 68022 402-AMARENDAR VANAPARTI Property Owner Phone No. 990-0916

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

Existing use: VACANT LOT Proposed use: TEMPORARY FIREWORK TENT

Electric wiring/lighting be provided: Yes No Estimated date of Inspection JUNE 24, 2023

Number of paved parking spots: OPEN CIRCLE Total sign square footage 46 FT²

APPLICANT CERTIFICATION

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

Signature of Applicant Richard Rowe Date 1/27/2023

KA-BOOMER'S

DAN BUNJEN

402-314-0857

To be Completed by the City of Valley ONLY

City of Valley Inspection

The temporary use complies with site development regulations

Proposed parking and circulation allow safe access to the site.

Denied

Approved from the period from _____ to _____ with the following conditions:

City of Valley Permits and Inspections, approved by

Date



CLAUDE H MONTGOMERY POST #58
AMERICAN LEGION

76-895/1049

1342

111 E FRONT ST
P.O. BOX 574
VALLEY, NE 68064

DATE 1/30/2023

PAY TO THE ORDER OF

CITY OF VALLEY

\$ 50.00/100

FIFTY AND NO/100

DOLLARS



MEMO 2023 FIREWORKS APPLICATION

Richard Rowe

⑆104908956⑆ 02020183⑆ 1342

NEBRASKA STATE FIRE MARSHAL

246 South 14th Street
Lincoln, NE 68508-1804

LICENSE FOR SALE OF FIREWORKS

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

LICENSE GOOD ONLY FOR CALENDAR YEAR IN WHICH ISSUED

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

DATE RECEIVED:

January 27, 2023 09:19 AM

TYPE OF LICENSE AND FEE:

Retail Permit (July) - \$25.00

LOCATION OF OUTLET FOR RETAIL SALE OF FIREWORKS:

6080 N 261 St Circle
Valley
Tent in vacant lot

COUNTY:
Douglas

STORAGE LOCATION:

DISTRIBUTOR(S)/JOBBER(S):

Ka-Boomers Enterprises, Inc. (2023-RP-75707240-1)

SALES TAX NUMBER:

DATE ISSUED:

January 26, 2023 03:05 PM



STATE FIRE MARSHAL

LICENSE HOLDER:

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

LICENSE NUMBER:

2023-RP-76349706-33-01

2023 Ka-Boomer's 1/2 Price Outlet Fireworks Stand Agreement

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

1. To obtain and provide city, county and state fireworks permits that must be displayed at fireworks stand.
2. American Legion Post 58/VFW Post 9897 will assist in filling out city permit paperwork pertaining to non-profit organization and contact person..
3. To publish advertising in local areas. To pay rent on property Lease. To pay for tent rental.
4. To provide a list of inventory, selling aids, and equipment for use in the fireworks stand. To operate/manage the fireworks stand 24/7.
5. To pick up all remaining fireworks inventory and stand supplies at the end of the season.
6. The following will be the commission structure for the 2023 season:
American Legion Post 58/VFW Post 9897 will be guaranteed \$6,000.00 for the 2023 fireworks season only upon approval by the City of Valley.
American Legion Post 58/VFW Post 9897 will be included as additional insured on the 2023 Premise Liability Insurance policy.
7. If American Legion Post 58 would like to provide any volunteer help, they must contact Ka-Boomer's to make arrangements to do so.

Please fill out the following COMPLETELY and please write Legible:

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

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

Authorized Signature: Richard Rowe
(Drak)

Date: 11/8/22

CHAIR PERSON CONTACT INFORMATION: Please Print the following:

Agent: Richard Rowe

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

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

COMMISSION INFORMATION: Please Print the following:

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

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

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

ADDITIONAL CONTACT INFORMATION:

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

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

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

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

By: [Signature] Date: 10/20/22

PLEASE RETURN BY: NOVEMBER 15th, 2022

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. AMERICAN LEGION POST 58 CLAUDE H. MONTGOMERY</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ 501(c) 9</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see Instructions) ▶</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 111 E. FRONT STREET - PO BOX 74</p> <p>6 City, state, and ZIP code VALLEY, NE 68064</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

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

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

Social security number													
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4	7	-	6	0	3								
2	5	2	0	0	0								

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ Richard L. Rowe	Date ▶ 11/8/2022
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

Ka-Boomer's Enterprises, Inc.
2023 Property Lease Agreement
PO Box 86 Wahoo, NE 68066

Valley, NE
2023

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

Name Amarendar Vanaparti
Address 2703 N. 191st Street Elkhorn, NE 68022
Phone 402-990-0916 Cell: _____ Fax: _____ Email: _____

1. To pay lease fee in the amount of \$ 5,000.00 on the property located at 6080 N. 261st Circle Valley, NE 68064 Rent payable to said owner per approval of said premises by City Council or County Board. Ka-Boomer's will be given first option the following year upon performance satisfaction in current selling year as witnessed by landowner. If said City Council, County Board, or State in which you are located decides to Ban the sale of Fireworks due to weather/dry conditions and making it unable for Ka-Boomer's to make use of the property, 100% of the lease amount would be returned to Ka-Boomer's, Inc. If a Ban should occur during said period of lease then a pro-rated lease amount will be returned to Ka-Boomer's based on the amount of days not used by Ka-Boomer's, Inc. In the event Ka-Boomer's is unable to fill the management position to operate this location prior to the dates of the lease, the lease is void.
2. The date of the lease will be from June 25th through and including July 4th, 2023. We will start setting up the area 2-3 days in advance. Trailer will be removed as soon as possible or as agreed upon at the time of the lase.
3. These premises will be left in similar condition as prior to beginning retail operations. Ka-Boomers will repair promptly any damage resulting to the premises as a result of Ka-Boomer's activities. All trash will be picked up and removed from the property upon or before departure.
4. Ka-Boomer's Enterprises, Inc. will provide owner of property a premise liability insurance policy in the amount of \$5,000,000 in case of any injury occurring on the property. This policy will be received two weeks prior to date of lease.
5. Ka-Boomer's Enterprises Inc., will protect and maintain said property through and including dates of this lease agreement. The location will be supervised by an adult. Fireworks will not be allowed to be discharged on property. Signs will also be posted as to not allow the lighting of fireworks on property.
6. Waiver. To the extent permitted by law, Licensor (land owner), its agents and employees, shall not be liable for, and licenses waives all claims for damage or loss to persons or property sustained by licensee or any persons claiming through Licensee resulting from any accident or occurrence in or upon the Licensee Area.
7. Indemnification. Licensee shall indemnify Licensor, its agents and employees, from and against any and all liability, liens, claims, damages, expenses, fines, penalties, suits, proceedings, action and causes of action arising or related in any way to Licensee's use of the Licensed Area and adjacent area, Licensee's activities in the Area, or any damage, loss or theft of any property of Licensee.
8. Rental fee and insurance will be received by land owner no later than two weeks prior to setting up fireworks stand.
9. Contract void if before mentioned property is sold/leased providing Ka-Boomer's with a 60-day notice prior to lease date.

I, Dan Bunier, agent for Ka-Boomer's Enterprises, Inc. do hereby agree to these terms
Signed: [Signature] Date: 11/15/22

I, current land owner (representative for land owner), do hereby agree to these terms (please print legibly for payment)
Signed: [Signature] Date: 11/15/2022
Printed Name: Amar Vanaparti

NOTE: Rent payment will be made to: Amarendar Vanaparti If Indv. S.S. # 184-80-9032
If Payable to Business; FED. ID # _____ Type of Business (Indv., S-Corp, LLC, 501, etc.) Individual

Exempt Organization Business Income Tax Return (and proxy tax under section 501(c)(3))

2021

For calendar year 2021 or other tax year beginning , 2021, and ending , 20

Department of the Treasury Internal Revenue Service

Go to www.irs.gov/Form990T for instructions and the latest information. Do not enter SSN numbers on this form as it may be made public if your organization is a 501(c)(3).

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

Form 990-T header section including: A Check box if address changed; B Exempt under section 501(c); C Book value of all assets at end of year; D Employer identification number; E Group exemption number; F Check box if an amended return; G Check organization type; H Check if filing only to; I Check if a 501(c)(3) organization filing a consolidated return; J Enter the number of attached Schedules A; K During the tax year, was the corporation a subsidiary; L The books are in care of.

Part I Total Unrelated Business Taxable Income

Table with 11 rows for Part I. Line 1: 1,294. Line 2: Reserved. Line 3: 1,294. Line 4: Charitable contributions. Line 5: 1,294. Line 6: 1,294. Line 7: 0. Line 8: 1,000. Line 9: Trusts. Line 10: 1,000. Line 11: 0.

Part II Tax Computation

Table with 7 rows for Part II. Line 1: 0. Line 2: Trusts taxable at trust rates. Line 3: Proxy tax. Line 4: Other tax amounts. Line 5: Alternative minimum tax. Line 6: Tax on noncompliant facility income. Line 7: 0.

Part III Tax and Payments

1a	Foreign tax credit (corporations attach Form 1118; trusts attach Form 1116)	1a		
b	Other credits (see instructions)	1b		
c	General business credit. Attach Form 3800 (see instructions)	1c		
d	Credit for prior year minimum tax (attach Form 8801 or 8827)	1d		
e	Total credits. Add lines 1a through 1d	1e		
2	Subtract line 1e from Part II, line 7	2		0.
3	Other amounts due. Check if from: <input type="checkbox"/> Form 4255 <input type="checkbox"/> Form 8611 <input type="checkbox"/> Form 8697 <input type="checkbox"/> Form 8866 <input type="checkbox"/> Other (attach statement)	3		
4	Total tax. Add lines 2 and 3 (see instructions). <input type="checkbox"/> Check if includes tax previously deferred under section 1294. Enter tax amount here	4		0.
5	Current net 965 tax liability paid from Form 965-A, Part II, column (k)	5		
6a	Payments: A 2020 overpayment credited to 2021	6a		
b	2021 estimated tax payments. Check if section 643(g) election applies <input type="checkbox"/>	6b		
c	Tax deposited with Form 8868	6c		
d	Foreign organizations: Tax paid or withheld at source (see instructions)	6d		
e	Backup withholding (see instructions)	6e		
f	Credit for small employer health insurance premiums (attach Form 8941)	6f		
g	Other credits, adjustments, and payments: <input type="checkbox"/> Form 2439 <input type="checkbox"/> Form 4136 <input type="checkbox"/> Other Total	6g		
7	Total payments. Add lines 6a through 6g	7		
8	Estimated tax penalty (see instructions). Check if Form 2220 is attached <input type="checkbox"/>	8		
9	Tax due. If line 7 is smaller than the total of lines 4, 5, and 8, enter amount owed	9		0.
10	Overpayment. If line 7 is larger than the total of lines 4, 5, and 8, enter amount overpaid	10		
11	Enter the amount of line 10 you want: Credited to 2022 estimated tax Refunded	11		

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

1	At any time during the 2021 calendar year, did the organization have an interest in or a signature or other authority over a financial account (bank, securities, or other) in a foreign country? If "Yes," the organization may have to file FinCEN Form 114, Report of Foreign Bank and Financial Accounts. If "Yes," enter the name of the foreign country here	Yes	No
2	During the tax year, did the organization receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," see instructions for other forms the organization may have to file.		X
3	Enter the amount of tax-exempt interest received or accrued during the tax year		
4	Enter available pre-2018 NOL carryovers here. Do not include any post-2017 NOL carryover shown on Schedule A (Form 990-T). Don't reduce the NOL carryover shown here by any deduction reported on Part I, line 6.		
5	Post-2017 NOL carryovers. Enter available Business Activity Code and post-2017 NOL carryovers. Don't reduce the amounts shown below by any NOL claimed on any Schedule A, Part II, line 17 for the tax year. See instructions.		
	Business Activity Code	Available post-2017 NOL carryover	
	722513	\$	2,905.
		\$	
		\$	
		\$	
6a	Did the organization change its method of accounting? (see instructions)		X
b	If 6a is "Yes," has the organization described the change on Form 990, 990-EZ, 990-PF, or Form 1128? If "No," explain in Part V.		

Part V Supplemental Information

Provide the explanation required by Part IV, line 6b. Also, provide any other additional information. See instructions.

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

Sign Here

Signature of officer: _____ Date: _____ Title: **TREASURER**

May the IRS discuss this return with the preparer shown below (see instructions)? Yes No

Paid Preparer Use Only	Print/type preparer's name	Preparer's signature	Date	Check <input checked="" type="checkbox"/> if self-employed	PTIN
	DOTTIE STRENGER	<i>Dottie Strenger</i>	5/5/2022		
	Firm's name	Firm's EIN			
	DOTTIE STRENGER EA	47-0784822			
	Firm's address	Phone no.			
	115 N CLARMAR AVE, FREMONT, NE 68025	(402) 721-9648			



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

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

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

2021	\$5,000.00
2022	\$6,000.00

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

We also loan wheelchairs, walkers, canes and crutches.

Fireworks Operation Income and Expenditures (For 2022)

Season 2022 Total Sales	\$56,600.00
Operating Cost:	
All picked up by Ka-Boomers	\$ 0.00
Total Expenses	\$ 0.00
Received Commission for Firework Sales	\$ 6,000.00
Payed Baseball boys Donation	\$ 0.00
Benefits for American Legion	<u>\$ 6,000.00</u>
Paid Misc amounts out for scholarships and	
Donations to misc organizations	

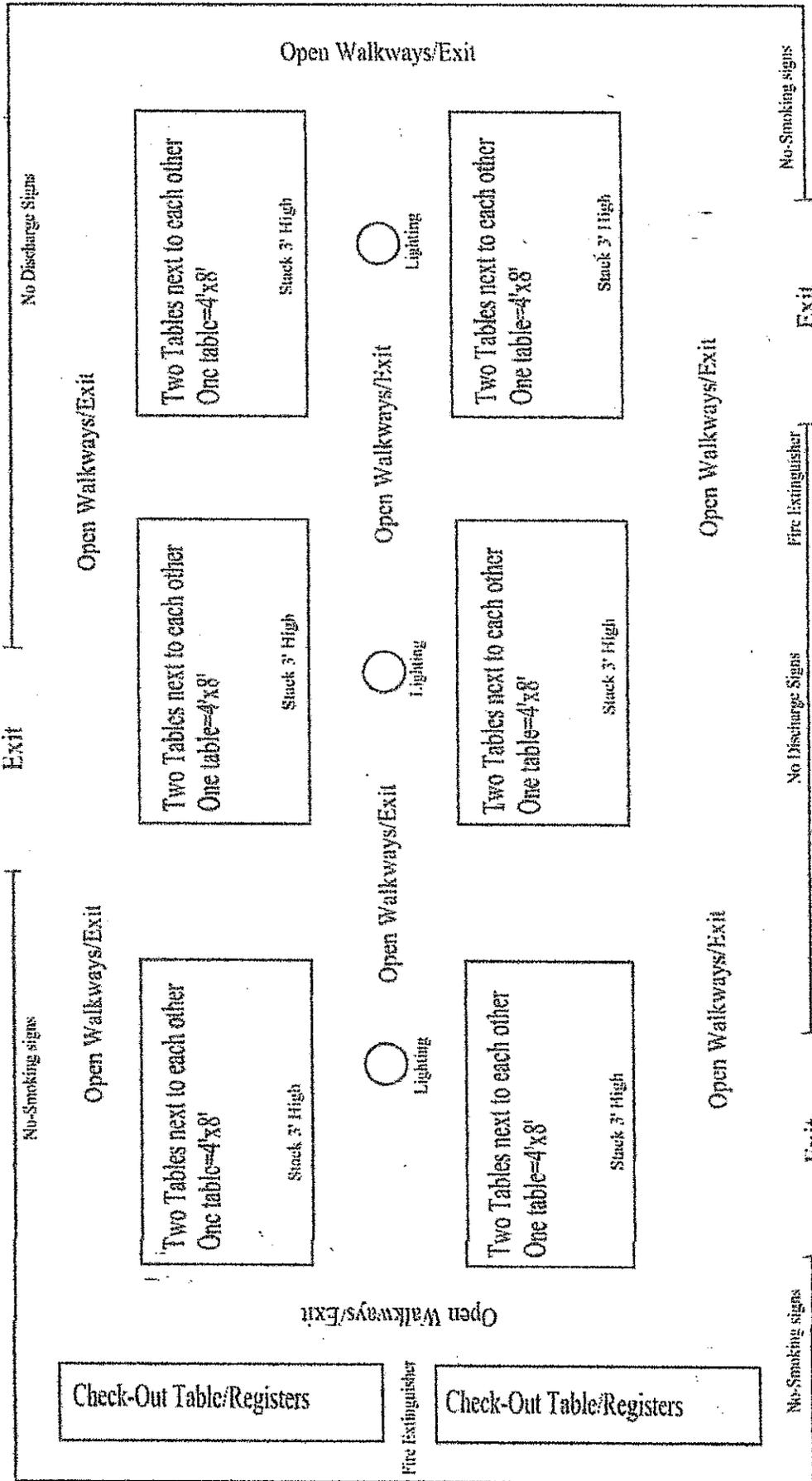
Site Plan: 6080 N. 261st Circle
Valley, NE 68064



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

N
↑

TENT LAYOUT
 SIZE: 40 FT x 60 FT



4' Required Aisle Width per State Code

*Valley Legion
Security & Storage*

Our security Plan is as follows:

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

RESOLUTION NO. 2023-06

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

WHEREAS, the Valley City Council in regular session on February 9, 2021 reviewed said application.

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

PASSED AND APPROVED this 14th day of February, 2023

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

John Batcher, Council President

Linda Lewis, Council Member

Bryon Ueckert, Council Member

Chris TenEyck, Council Member

ATTEST:

Cheryl K. Eckerman, City Clerk

All Departments

Workspace

Favorites

Permitting

Code Enforcement

Licensing

Create License

Search License

Search License Renewals

Batch License Renewal

Search Historical Licenses

License Reports

Recurring Inspections

Common

Accounts

Receipts

Administration

Recent

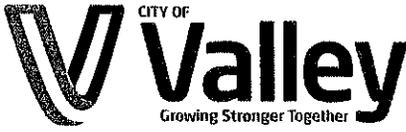
Main Renewals Notes Contacts Parcels Submittals Details Fees Workflow Conditions Inspections Associations

License Number: FW-01-23 License Type: FIREWORKS License Status: PENDING Expires On:
 Doing Business As: Hometown Fireworks LLC First Issued on:

Renewal Status: * PENDING Last Activity: 01/13/2023 08:34
 Process State: Pending Submitted: * 01/13/2023 Application is 19 days old
 Assigned To: Completed: No submittals required
 Licensee: Hometown Fireworks LLC Approved: 0 of 2 (0%) steps approved.
 Primary Contact: Hometown Fireworks LLC Issued: No inspections.
 \$50.00 paid (100%), \$0.00 due.
 Effective: 01/13/2023
 Expires: Exp Override: []

License Address
 Site Address: 13336 B Street
 Site City: Omaha Latitude:
 State: NE Site Zip: 68144 Longitude:
 Inspection Area:
 Zone:
 Primary Parcel:

Back Reports Audit



City of Valley, NE
203 N Spruce Street, Valley NE 68064
402-359-2251
<https://www.valleyne.org/>

INVOICE

Date: 31-Jan-23

Julie Toole
121 W Whittingham Street
Valley, NE 68064

License No.: FW-01-23

Parcel No.:

Effective Date: 01/13/2023

Subdivision:

LicenseType: Fireworks

Site Address: 13336 B Street
Omaha, NE 68144

Description	Fee Amount	Paid/Credit	Balance Due
Fireworks Sales Permit Fee	\$50.00	\$50.00	\$0.00

Total Fee Amount:	\$50.00
Total Paid Credits:	\$50.00
Balance Due:	\$0.00

PAYMENT DUE UPON RECEIPT

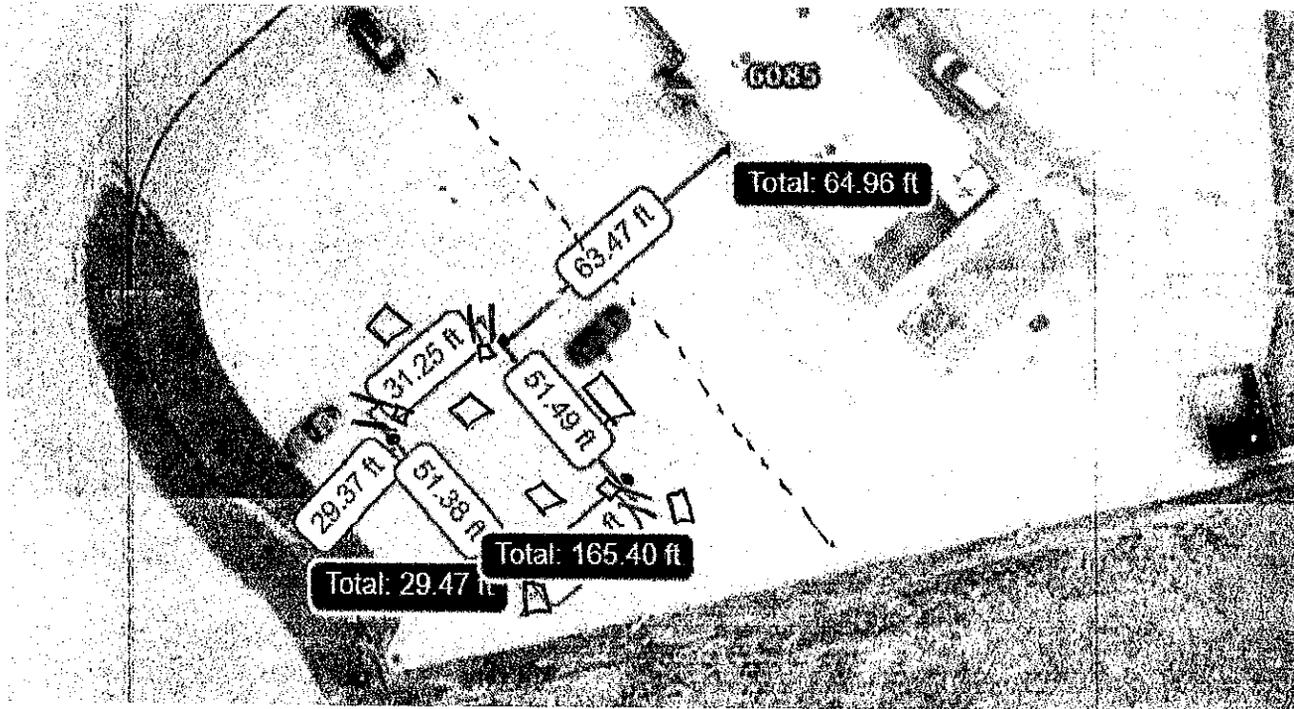
// - exits with exit signs

• - fire extinguishers

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

----- : No parking

NO storage - everything kept inside of tent.



1/28/2023

I give permission for Hometown Fireworks to use Dairy Queen Parking lot for temporary fireworks stand
June 24th to July 5th 2023.

J.J. Charvat

Valley Days Foundation

EIN: 83-1909255 | Valley, Nebraska, United States

Other Names

VALLEY DAYS FOUNDATION

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC 

Determination Letter

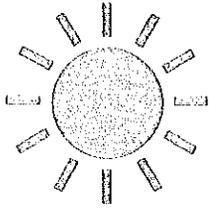
A favorable determination letter is issued by the IRS if an organization meets the requirements for tax-exempt status under the Code section the organization applied.

Final Letter(s)

- [FinalLetter_83-1909255_VALLEYDAYSFOUNDATION_092720180.tif](https://apps.irs.gov/pub/epostcard/dl/FinalLetter_83-1909255_VALLEYDAYSFOUNDATION_092720180.tif)
[https://apps.irs.gov/pub/epostcard/dl/FinalLetter_83-1909255_VALLEYDAYSFOUNDATION_092720180.tif]
- [FinalLetter_83-1909255_VALLEYDAYSFOUNDATION_09272018.tif](https://apps.irs.gov/pub/epostcard/dl/FinalLetter_83-1909255_VALLEYDAYSFOUNDATION_09272018.tif)
[https://apps.irs.gov/pub/epostcard/dl/FinalLetter_83-1909255_VALLEYDAYSFOUNDATION_09272018.tif]

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.



Valley Days Foundation

Established 2018

www.valleydays.net

1/31/2023

City of Valley
203 N Spruce St
Valley, NE 68064

To Whom it May Concern,

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

Sincerely,

A handwritten signature in black ink that reads "Cindy Grove". The script is cursive and fluid, with the first letters of "Cindy" and "Grove" being capitalized and prominent.

Cindy Grove
President, Valley Days Foundation

P.O. Box 18 Valley, NE 68064

info@valleydays.net

Valley Days Foundation

Profit and Loss

October 2021 - September 2022

	TOTAL
Income	
Donation	20,794.58
Fundraiser Proceeds	6,505.47
Sales of Products	625.00
Service/Fee Income	102.00
Vendor / Participant Fees	2,888.09
Car Show	19.11
Total Vendor / Participant Fees	2,907.20
Total Income	\$30,934.25
GROSS PROFIT	\$30,934.25
Expenses	
Advertising & Marketing	1,918.62
Charitable Contributions	650.00
Community Assistance	50.00
Event / Fundraiser Expenses	
Event Vendor Payments	16,269.25
Supplies & Materials	4,703.35
Total Event / Fundraiser Expenses	20,972.60
Interest Paid	-17.90
Office/General Administrative Expenses	
Insurance	1,641.11
Legal & Professional Services	2,560.00
Meals & Entertainment	85.79
Office Supplies & Software	1,511.38
Postage / Shipping	354.00
Rent & Lease	1,068.00
Total Office/General Administrative Expenses	7,220.28
Other Business Expenses	20.00
QuickBooks Payments Fees	21.10
Total Expenses	\$30,834.70
NET OPERATING INCOME	\$99.55
NET INCOME	\$99.55



EAGLE ENGINEERING GROUP

12100 West Center Road, Suite #803 Omaha, Nebraska 68144

BID TABULATION

Project VALHAVEN & GINGER WOODS NO. 2 LIFT STATION IMPROVEMENTS		Project No. 22-93
Owner CITY OF VALLEY		Bid Date: January 6, 2023
Address 203 North Spruce Street Valley, NE 68064		Time: 12:00 AM
BIDDER	BID AMOUNT	COMMENT
VRBA CONSTRUCTION	\$348,020.00	
NEUVIRTH'S CONSTRUCTION INC.	\$487,896.41	
THOMPSON CONSTRUCTION INC	\$592,000.00	
GENERAL EXCAVATING	NO BID	
BIDDING NOTES		

Change Order No. 1

Owner: City of Valley Owner's Project No.: n/a
 Engineer: EAGLE ENGINEERING GROUP Engineer's Project No.: 22-93
 Contractor: Spencer Management, LLC Contractor's Project No.: n/a
 Project: Valhaven & Ginger Woods No. 2 Lift Station Improvements
 Contract Name: Valhaven & Ginger Woods No. 2 Lift Station Improvements
 Date Issued: February 9, 2023 Effective Date of Change order: February 14, 2023

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

Description:

Negotiate value engineering items with Contractor to bring contract price within available funds
 Revise lift stations from above grade enclosure to adjacent valve pit and accept alternate pump selection

Attachments: *[List documents supporting change]*

Attachment No. 1 To Change Order No. 1
 Attachment No. 2 To Change Order No. 1

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

Change in Contract Price

Original Contract Price: \$ <u>348,020.00</u>	Original Contract Times: Substantial Completion: <u>August 15, 2023</u> Ready for Final Payment: <u>August 31, 2023</u>
Increase (Decrease) from previously approved Change Orders No. - to No. - : \$ <u>\$0.00</u>	Increase (Decrease) from previously approved Change Orders No. - to No. - : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u>
Contract Price prior to this Change Order: \$ <u>\$348,020.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 15, 2023</u> Ready for Final Payment: <u>August 31, 2023</u>
Increase (Decrease) of this Change Order: \$ <u>(\$73,020.00)</u>	Increase (Decrease) this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u>
Contract Price incorporating this Change Order: \$ <u>\$275,000.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 15, 2023</u> Ready for Final Payment: <u>August 31, 2023</u>

Recommended by Engineer (if required)

By: _____
 Title: Project Manager
 Date: _____

Authorized by Owner

By: _____
 Title: Mayor
 Date: _____

Accepted By Contractor

By: _____
 Title: _____
 Date: _____

Approved by Funding Agency (if applicable)

By: _____
 Title: _____
 Date: _____

Attachment No. 1 to Change Order No.: 1

Project: **Valhaven & Ginger Woods No. 2 Lift Station Improvements**

Dated: **February 9, 2023**

Project No.

22-93

ITEM NO.	DESCRIPTION OF WORK	UNIT PRICE	UNITS	CONTRACT QUANTITY	ACTUAL CONSTRUCTED QUANTITY	QUANTITY CHANGE	CHANGE IN CONTRACT PRICE
1	SITE PREPARATION / MOBILIZATION	\$348,020.00	L.S.	1	0.790	-0.210	-\$73,020.00
TOTAL							-\$73,020.00

Change Order No. 1

Owner:	<u>City of Valley</u>	Owner's Project No.:	<u>n/a</u>
Engineer:	<u>EAGLE ENGINEERING GROUP</u>	Engineer's Project No.:	<u>22-75</u>
Contractor:	<u>Spencer Management, LLC</u>	Contractor's Project No.:	<u>n/a</u>
Project:	<u>The Pines Subdivision Concrete Street Repair and S. Lakewood Street and W. Waring Street Concrete Repair</u>		
Contract Name:	<u>The Pines Subdivision Concrete Street Repair and S. Lakewood Street and W. Waring Street Concrete Repair</u>		
Date Issued:	<u>February 8, 2023</u>	Effective Date of Change order:	<u>February 14, 2023</u>

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

Description:
 Add additional concrete panels on 3rd Street between Locust and Pine Street

Attachments: *[List documents supporting change]*
 Attachment No. 1 To Change Order No. 1
 Attachment No. 2 To Change Order No. 1

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

Change in Contract Price		Change in Contract Times	
Original Contract Price:	Original Contract Times:	Substantial Completion:	<u>August 15, 2023</u>
\$ <u>281,611.25</u>	Substantial Completion:	Ready for Final Payment:	<u>August 31, 2023</u>
Increase (Decrease) from previously approved Change Orders No. - to No. - :	Increase (Decrease) from previously approved Change Orders No. - to No. - :	Substantial Completion:	<u>0</u>
\$ <u>\$0.00</u>	Substantial Completion:	Ready for Final Payment:	<u>0</u>
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:	Substantial Completion:	<u>August 15, 2023</u>
\$ <u>\$281,611.25</u>	Substantial Completion:	Ready for Final Payment:	<u>August 31, 2023</u>
Increase (Decrease) of this Change Order:	Increase (Decrease) this Change Order:	Substantial Completion:	<u>0</u>
\$ <u>\$70,380.00</u>	Substantial Completion:	Ready for Final Payment:	<u>0</u>
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:	Substantial Completion:	<u>August 15, 2023</u>
\$ <u>\$351,991.25</u>	Substantial Completion:	Ready for Final Payment:	<u>August 31, 2023</u>

Recommended by Engineer (if required)

By: _____
 Title: Project Manager
 Date: _____
 Authorized by Owner
 By: _____
 Title: Mayor
 Date: _____

Accepted By Contractor

By: _____
 Title: _____
 Date: _____
 Approved by Funding Agency (if applicable)
 By: _____
 Title: _____
 Date: _____

Attachment No. 1 to Change Order No.: 1

Project: **The Pines Subdivision Concrete Street Repair and S. Lakewood Street and W. Dated: February 8, 2023** Project No. **22-75**

ITEM NO.	DESCRIPTION OF WORK	UNIT PRICE	UNITS	CONTRACT QUANTITY	ACTUAL CONSTRUCTED QUANTITY	QUANTITY CHANGE	CHANGE IN CONTRACT PRICE
23	REMOVE & CONSTRUCT 7-INCH CONCRETE PAVEMENT - TYPE L65	\$85.00	SY	0	828.0	828.0	\$70,380.00
TOTAL							\$70,380.00