

AGENDA
VALLEY CITY COUNCIL
Tuesday, April 11, 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**

Arbor Day Foundation - Valley recognition as a 2022 Tree City USA.

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 TREASURER'S REPORT

7.B. ACCEPT MINUTES

7.C. APPROVE APRIL INVOICES TO BE PAID & ADDITIONAL MARCH CHECKS

A Complete listing of claims processed through noon on Monday, April 10, 2023 is on file in the office of the City Clerk.

7.D. MARCH PAYROLL - \$64,925.71

MARCH IRA - \$2,721.58

7.E. KENO RECEIPTS - \$7,912.27

7.F. ACCEPT PEOPLESERVICE, INC., REPORT

7.G. ACCEPT Board of Adjustment Minutes from March 27, 2023

7.H. ACCEPT Planning Commission Minutes from March 21, 2023

7.I. ACCEPT March 2023 Library Statistics

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

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

7.J. APPROVE SDL APPLICATIONS FOR AMERICAN LEGION POST #58 FOR July 15, August 19, September 16, October 21, November 18 and December 16, 2023.

7.K. RE-APPOINTMENT OF TROY HARDMAN TO FOUR YEAR TERM ON THE TREE BOARD (TERM TO EXPIRE 04/2027)

7.L. RE-APPOINTMENT OF DEAN SLADER TO THREE YEAR TERM ON THE CEMETERY BOARD (TERM TO EXPIRE 04/2026)

8. PROCLAMATIONS

Arbor Day - April 28

Municipal Clerk's Week - April 30-May 6

National Library Week - April 23-29

9. JOHN MASTERS -111 W. WHITTINGHAM STREET

- Water Quality, Oversight, Processes & Procedures
- Alley Maintenance
- Sidewalks
- Removal of dead & or unhealthy trees

10. CORNHUSKER STATE GAMES - TRIATHLON UPDATE & ROUTE APPROVAL - ERIC MOSER

11. STATION TO STATION RUN - TRISTAN NELSON

12. RESOLUTION 2023-11 - AGREEMENT WITH WATERLOO VALLEY RECREATION ASSOCIATION

13. WATERLOO VALLEY RECREATION ASSOCIATION - SDL AND STREET CLOSURE APPROVAL FOR OPENING DAY FUNDRAISER - RICK WIESE

14. RESOLUTION NO. 2023-17 - AGREEMENT WITH DC WEST YOUTH SPORTS ORGANIZATION

15. DOUGLAS COUNTY WEST YOUTH SPORTS ORGANIZATION - SDL FOR OPENING DAY FUNDRAISER - SCOTT KLAWITTER

16. ORDINANCE NO. 785 - EAA ANNEXATION - FINAL READING

17. LEAGUE ASSOCIATION OF RISK MANAGEMENT - CLINT SIMMONS

17.A.

- RESOLUTION NO. 2023-12 LEAGUE ASSOCIATION OF RISK MANAGEMENT 2023-24 NEW RESOLUTION

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- AGREEMENT FOR THE ESTABLISHMENT AND OPERATION OF THE LEAGUE ASSOCIATION OF RISK MANAGEMENT
- RESOLUTION NO. 2023-13 AUTHORIZING MAYOR TO ENTER INTO AGREEMENT WITH THE LEAGUE ASSOCIATION OF RISK MANAGEMENT

18. PRELIMINARY AND FINAL PLAT - NACHRIENER ADDITION

- Review
- Open Public Hearing
- Close Public Hearing
- Resolution No. 2023-16

19. NACHREINER - REZONING

- Review
- Open Public Hearing
- Close Public Hearing
- Ordinance No. 788

20. RESOLUTION 2023-14 SUBDIVISION AGREEMENT WITH STILL WATER LLC (NACHREINER ADDITION)

21. ORDINANCE NO. 787 - RELATING TO BURNING PROHIBITIONS AND EXCEPTIONS

22. ORDINANCE NO. 789- SETTING NEW RATES FOR THE USE OF SEWER SERVICES FOR CUSTOMERS OF THE MUNICIPAL SEWER DEPARTMENT BOTH INSIDE AND OUTSIDE THE CITY LIMITS.

23. RESOLUTION NO. 2023-08 - INTERLOCAL AGREEMENT WITH DOUGLAS COUNTY FOR ELECTRICAL INSPECTIONS AND PLAN REVIEW AND INSPECTION SERVICES

24. RESOLUTION NO. 2023-15 - PROFESSIONAL SERVICES AGREEMENT WITH JEO CONSULTING GROUP FOR WATER SYSTEM CONSTRUCTION ASSISTANCE

25. RESOLUTION 2023-10 POOL MANAGEMENT AGREEMENT WITH YMCA

26. POLICE DEPARTMENT EMPLOYEE RETENTION AND WAGES DISCUSSION

27. 2023 MILEAGE REIMBURSEMENT RATE

Council consideration and action to set the mileage rate at \$0.655 per mile for use of a personal vehicle, as set by the Internal Revenue Service and allowed by Section 81-1176.

28. WATER METER READINGS - DISCUSSION

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29. OLMSTED & PERRY CONSULTING ENGINEERS - Special Engineer on Water Projects - James Olmsted

29.A. Review Bid Results for Backwash Waste Recovery Project and consider award to low bidder.

29.B. Update on Well Project (Preconstruction Meeting Held on April 6th).

29.C. Update on Filter Media and Chemical Feed Replacement Projects (Preconstruction Meetings to be held on April 13th).

29.D. Update of Water Tank Repainting Project.

29.E. Update on Outlay Reports and Request for Reimbursements to State.

30. CITY ENGINEER

30.A. ASPHALT PAVEMENT REJUVENATION PROJECT

30.A.1. Review of Bids Received April 6th.

30.A.2. Council action to consider award of contract.

30.B. OTHER / MISCELLANEOUS

30.B.1.

- Ginger Cove Lift Station No. 3 Upgrades
- Valhaven (Southwest No. 2) and Ginger Woods No. 2 Lift Station Improvements
- Center Street Trail Parking Lot Improvements
- EAA Development
- Access Commercial Development

31. CITY ATTORNEY

32. MAYOR'S REPORT

33. UPCOMING ITEMS

- Valley Days Planning Meeting:
- NO Planning Commission: in April
- Clean Up Day April 15
- Arbor Day Event April 28

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Douglas County

Post-Gazette

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

INVOICE - AFFIDAVIT OF PUBLICATION

INVOICE #	301531	DUE DATE	4/28/2023
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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, APRIL 11, 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, April 11, 2023, at 7:00 p.m. at Valley City Hall.

Public Hearings will be held on the following:

1. Preliminary and Final Plat - Nachriener Addition - Lot 1 and Outlot A, Being a replatting of Lots 1 and 2 B & S Acres, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, together with that part of the northwest quarter of Section 31, Township 16 North, Range 10 East of the 6th P.M., Douglas County, Nebraska.

2. Rezoning - Nachriener Addition - Approximately 11.6 acres located northwest of N. West Street and Reichmuth Road - From C-3 Highway Commercial & R2 M/H Density Residential to C-3 Highway Commercial.

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

Cheryl K. Eckerman, City Clerk

March 29 - 40 lns
ZNEZ

1	Successive Week(s)
Beginning with the issue of:	3/29/2023
and ending with the issue of:	3/29/2023
Publisher's fee at Legal Rate is:	\$16.83

Darren P. Ivy

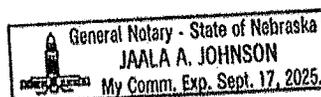
Darren P. Ivy, Publisher

Summary Information	Weekly Cost
Valley City Council Notice of April 11 Meeting - March 29	16.83

Subscribed and sworn before me, this 29th day of

March, 2023

Jaala Johnson
Notary Public





Arbor Day Foundation®

211 N. 12th St. • Lincoln, NE 68508 • 888-448-7337 • arborday.org

We inspire people to plant, nurture, and celebrate trees.

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

Dear Tree City USA Community Member,

On behalf of the Arbor Day Foundation, I'm thrilled to congratulate Valley on earning recognition as a 2022 Tree City USA. Residents of Valley should be proud to live in a community that makes the planting and care of trees a priority.

Founded in 1976, Tree City USA is a partnership between the Arbor Day Foundation, the U.S. Forest Service, and the National Association of State Foresters. Valley is part of an incredible network of more than 3,600 Tree City USA communities nationwide, with a combined population of 155 million.

Over the last few years, the value and importance of trees has become increasingly clear. Cities and towns across the globe are facing issues with air quality, water resources, personal health and well-being, and energy use. Valley has taken steps to create to a brighter, greener future.

We hope you are as excited as we are to share this accomplishment with your local media and your residents. Enclosed in this packet is a press release for you to distribute at your convenience.

We're excited to celebrate your commitment to the people and trees of Valley. Thank you, again, for your efforts.

Best Regards,

Dan Lambe
Arbor Day Foundation Chief Executive

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>2/28/2022</u>	<u>or (Loss)</u>	<u>Withholdings</u>	<u>Transfers</u>	<u>3/31/2023</u>	<u>3/31/2023</u>
		\$965,661.99	(\$437,761.01)			\$527,900.98	\$14,413.09
Pines Assessments		\$328,147.92	\$487.73			\$328,635.65	
Bond - Fund 2	021	\$408,202.62	\$23,646.95			\$431,849.57	
C D A	001	\$47,471.13	\$134.59			\$47,605.72	
		\$1,749,483.66	(\$413,491.74)			\$1,335,991.92	14,413.09
City of Valley							
Pooled Cash							
Proprietary Funds							
		Cash				Cash	
Funds 6 & 7		<u>Balance</u>	<u>Net Income</u>	<u>Fund 3</u>	<u>Interfund</u>	<u>Balance</u>	<u>Investments</u>
		<u>2/28/2023</u>	<u>or (Loss)</u>	<u>Withholdings</u>	<u>Transfers</u>	<u>3/31/2023</u>	<u>3/31/2023</u>
Water - Fund 6	024	\$1,405,240.06	\$32,093.44			\$1,437,333.50	\$9,455.52
Cap. Facility Chg.	024	\$932,501.97	\$31,541.78			\$964,043.75	
Sewer - Fund 7	026	\$2,119,463.58	\$32,093.43			\$2,151,557.01	
Cap. Facility Chg.	026	\$682,835.19	\$31,541.77			\$714,376.96	
		\$5,140,040.80	\$127,270.42			\$5,267,311.22	\$9,455.52
		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>2/28/2023</u>	<u>or (Loss)</u>	<u>Withholdings</u>	<u>Transfers</u>	<u>3/31/2023</u>	<u>3/31/2023</u>
Fund 4							
Nursing Home	050	\$730,566.40	\$69,604.21			\$800,170.61	
Fund 8							
Keno	056	\$197,649.62	\$8,170.16			\$205,819.78	
Fund 10							
Sales Tax	058	\$2,821,002.35	\$153,722.22			\$2,974,724.57	
ARPA							
		\$458,732.32	\$681.81			\$459,414.13	
		\$4,207,950.69	\$232,178.40			\$4,440,129.09	
Total All Funds		\$11,097,475.15	(\$54,042.92)			\$11,043,432.23	\$23,868.61

MINUTES
REGULAR MEETING

COPY

March 14, 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 Batcher moved to approve the agenda. TenEyck seconded. Batcher, TenEyck, Lewis 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 February 14, 2023 City Council minutes; February Treasurer's Report; February payroll \$77163.97, IRA \$2575.84, February Keno Receipts \$9956.40, February PeopleService Report, February Library Statistics, January 12, 2023 Library Board minutes, February 23, 2023 Cemetery Board minutes, February 21, 2023 Planning Commission minutes and the following bills and additional checks: **Supplies:** Akrs 1,450.00; Alcohol Countermeasure Sys Inc. 129.80; Amazon 1,422.91; Baker & Taylor 256.87; Bomgaars 77.96; Cappel Auto 47.37; Cornhusker State Industries 394.50; Eakes 5,169.31; Fastenal 102.79; FNB Credit Card 4,196.71; Grainger 437.09; Host Coffee 147.68; Lincoln Winwater 3,725.94; Love's 2,186.31; Menards 4,299.30; Michael Todd Ind. Supply 1,834.70; Publication Printing 944.89; Rob's Oil Company Inc. 1,943.03; **Services:** Accufund 2,905.40; Advanced Heating & A/C 9,584.92; Bamboo HR 360.93; Black Hills 3,346.81; Ciaccio Roofing 431.31; Century Link 36.01; Cox 1,497.27; Datashield 45.00; Do. Co. Env. 734.00; Douglas County Post-Gazette 1,529.67; Eagle Engineering Group LLC 21,797.59; Electronic Engineering 664.95; Farnham & Griffin 7,807.50; Five Nines 14,107.68; Fremont Dept. of Utilities 24,651.10; IBTS 1,950.00; IIMC 264.00; J. D.'s Car Wash 76.50; JEO Consulting 8,352.00; Kubota of Omaha 5,665.00; League of Ne Municipalities 52.00; Lien Termite & Pest Control 92.00; Lincoln Marriott Cornhusker 660.00; Logan Contractors Supply Inc. 462.50; M. Matzen 823.90; NE Dept. of Env. & Energy 40.00; NE Child Support Center 429.23; Olmsted & Perry 97,296.45; OPPD 13,996.16; PeopleService 32,197.00; Verizon 462.86; Vierregger Elec Co. 116,167.83; Waste Connections of Neb Inc. 265.84; Widhelm, J. 1,010.00; Window Pro 40.00; Xpress Bill Pay 149.29; **Taxes:** Fed 15,170.74; NE 7,452.21; NE Sales tax 3,485.99; **Bond Payments:** FNB/bond 5962.50; FNB/bond 5962.50. **Reimburse/Refund:** American

Reality 150.00; Anderson Danial & Karoline 150.00; Kurt Hofer & Assoc 2,000.00; Dickey, Dennis 262.96; Dohrmann, Kenneth 431.88; Egr, Darin 150.00; Dunham, David 200.90; Falcone Homes 1,000.00; G Lee Homes 1,000.00; Hill, Scott & Susan 150.00; Landmark Performance 1,000.00; Mayotte, James & Jennifer 150.00; Mellaer, James 150.00; Salerno, Greg & Kylie 150.00; Smith, Jeff & Beth 150.00; Stillman, Olivia 150.00; Twin River Dental 150.00; Willmann, Geoffrey 1,166.70; TIF: Bluewater 154,763.62; Mallard 48,343.93; Ins: Aflac February 679.74; Lincoln National Life Ins Co 1,066.64; BCBS 28,256.94; Morgan White 2,438.08.

8. Cornhusker State Games Triathlon – Lindsay Toussant Brown, 16304 Saratoga St., provided an update on this year's event which will be held on Sunday, July 23, 2023 beginning at 7:30 a.m. The event will occur in and around Mallard Landing Lake as was done in 2022. More updates and details of the final course and routes will be presented at future meetings.

9. MAPA Affordable Housing Presentation/Discussion – Amy Haase gave a short presentation on the Douglas County Housing Study including local markets, national trends and general market information data from Bennington, Waterloo, Valley, Omaha and Ralston.

10. Waterloo Valley Opening Day Baseball Fund Raiser – Rick Wiese, 20828 Parker St., stated that the event will be held at the Valley Veterans Club, 111 E. Front Street, on Saturday April 1, 2023 from 2:00 until 11:00 p.m. and requested that the street be closed during that time for outside activities. Council member Lewis moved to approve the requested street closure for the opening day baseball fund raiser event. Ueckert seconded the motion. Lewis, Ueckert, TenEyck and Batcher voted YES: NO; no one, motion carried.

11. Temporary Antenna Deployment at Joe Roberts Arboretum – Matt Jones, 229 E. Condron St., gave details relating to his request to allow the deployment of a temporary high frequency antenna. He noted that the guy lines/wires are high visibility red polypropylene and would be placed flush to the ground to prevent hazards. Also, the antenna connection will be aerial and will be placed at an elevation greater than 10'. After questions and discussion, Council member Ueckert moved to allow the antenna exercise as proposed by Mr. Jones in the Joe Roberts Arboretum from March 23-25. Lewis seconded the motion. Ueckert, Lewis and TenEyck voted YES: NO: Batcher. Motion carried.

12. Valmont Easter Egg Hunt – Diego Salamanca requested permission to use the park in Valley to have an Easter Egg Hunt for Valmont Industries. Council member Lewis moved to allow Valmont Industries the use of either the Valley City Park or Rogert Park for their Easter Egg Hunt on April 1, 2023. Ueckert seconded the motion. Lewis, Ueckert, TenEyck and Batcher voted YES: NO; no one, motion carried.

13. Oath of Office New Police Officer – Police Chief, James Deemer, administered the Oath of Office to Geoffrey Willmann and welcomed him to Valley.

14. Second Reading of Ordinance No. 785 Elkhorn Athletic Association - Council member Batcher completed the second reading of Ordinance No. 785 entitled: 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. This ordinance will become effective following the third reading.

15. Interlocal Agreement with Douglas County – Rune van den Boogaart, Building Inspector, reviewed the draft interlocal agreement with Douglas County relating to building permit plan review and inspection services. He noted that this agreement would benefit the city because the Douglas County Inspector would actually conduct the inspection in person instead of utilizing face time and the fees would be less than what is currently being paid to the current provider ITBS. He noted that he is waiting for approval back from Douglas County and will hopefully have a final version of the agreement ready for council to review and approve at the next month's council meeting.

16. Ordinance No. 787 Burning Prohibitions and Exceptions – Rune van den Boogaart, Building Inspector, reviewed the proposed changes and provisions relating to destroying organic materials. After discussion by the council members relating to commercial versus residential burning and what the respective fines for violations should be, the city attorney stated that he will add a section to address the penalties and present it for consideration and approval at the next month's council meeting.

17. Discussion City Ordinance Mapping – Dangerous Buildings – Tyler Cooper, city administrator, stated that he is continuing to work with the building inspector and city attorney on procedures and governance of code violations relating to dangerous buildings. He stated that he hopes to have an ordinance ready to present at next month's meeting for council review and discussion.

18. Community Needs Assessment Survey – The Mayor stated that a group comprised of representatives from the City and various community and sports organizations has been formed to work together to discuss the specific future needs of each group/organization and how these needs can be accomplished together. MAPA has offered to make its services and resources available at not cost to assist the group in its planning efforts and community outreach strategies.

Council member TenEyck introduced, read and moved for passage of Resolution No. 2023-09 to partner with MAPA to develop a Community Needs Assessment Survey to identify and record actionable objectives for the benefit of the entire community. Lewis seconded. TenEyck, Lewis, 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.

19. Retirement Plan Proposals/Recommendation - Tyler Cooper, city administrator, stated that in December the council discussed and approved an increase to the city's matching contribution and directed him to evaluate options for a 457(b) plan. He explained that three advisors/companies had submitted proposals to manage the city employee retirement benefits plan. Based upon the information submitted by each advisor/company, he recommended that the City of Valley establish a 457(b) plan and a corresponding 414(h) plan with Galloway Financial Advisors Inc. to manage the employee retirement benefits. Galloway Financial Advisors Inc. currently manages retirement funds

for multiple municipalities and state and local governments and they come highly recommended by other municipalities. In addition, Galloway Financial Advisors Inc. has the unique ability to provide a 414(h) plan for the employees to reduce taxes and provide annual tax savings.

Council member Batcher moved to establish a 457(b) and 414(h) plan with Galloway Financial Advisors Inc. to manage the City of Valley employee retirement benefits. Ueckert seconded the motion. Batcher, Ueckert, TenEyck and Lewis voted YES: NO; no one, motion carried.

20. Olmsted and Perry Consulting Engineers – Jim Olmsted, special engineer on Water Projects, reviewed the bids received on the four projects related to the Water Treatment Plant Expansion.

20. A. 1. – New Well 22-1- Council member Lewis moved to award the contract for the Valley Municipal Well No. 22-1 to Layne Western Company Inc. in the amount of \$485,710.00. Ueckert seconded the motion. Lewis, Ueckert, TenEyck and Batcher voted YES: NO; no one, motion carried.

20. A. 2. – Filter Media Replacement – Council member Lewis moved to award the contract for the Filter Media Replacement to Neuvirth Construction Inc. in the amount of \$246,000.00. TenEyck seconded the motion. Lewis, TenEyck, Batcher and Ueckert voted YES: NO; no one, motion carried.

20. A. 3. - Chemical Feed Equipment Replacement – Council member Lewis moved to award the contract for the Chemical Feed Equipment Replacement to Neuvirth Construction Inc. in the amount of \$247,000.00. Batcher seconded the motion. Lewis, Batcher, TenEyck and Ueckert voted YES: NO; no one, motion carried.

20. A. 4. – Cleaning, Repair, and Repainting of Water Tower – Council member Lewis moved to award the contract for the Cleaning, Repair and Repainting of the Water Tower to Onyx Blasting and Coasting in the amount of \$667,440.00. TenEyck seconded the motion. Lewis, TenEyck, Batcher and Ueckert voted YES: NO; no one, motion carried.

Updates were given on the following: Backwash Recover, Treatment Plant Expansion and Regional Supplier.

21. CITY ENGINEER

21. A. Stillwater Phase 1 Water Main, Sanitary Sewer, and Street Paving Improvements -

21. A. 1. – Greg Perry reviewed the bids received for the project and recommended awarding the contracts to Vrba Construction and NL & L Concrete.

21. A. 2. – Council member TenEyck moved to award the contract for Stillwater Phase I Water Main and Sanitary Sewer Improvements to Vrba Construction in the amount of \$585,186.50. Batcher seconded. TenEyck, Batcher and Ueckert voted YES: NO; Lewis. Motion carried.

21. A. 3. – Council member Batcher moved to award the contract for Stillwater Phase I Street Paving Improvements to NL & L Concrete Inc. in the amount of \$174,996.50.

TenEyck seconded. Batcher, TenEyck and Ueckert voted YES: NO; Lewis. Motion carried.

21. B. Asphalt Pavement Preservation Project – Greg Perry reported on a new product/process that consists of applying a rehydrating/penetrating oil to help extend the serviceable life of an asphalt street. He stated that he has been working with Doug Eggen, Public Works Superintendent, and they would like to try this option on the streets in Ginger Cove, Fern Lake Circle and Spruce Street from Gardiner to Front.

Council member Lewis moved to authorize to advertise for bids for the Asphalt Pavement Preservation Project to include the areas/streets recommended by the city engineer and public works superintendent. Ueckert seconded. Lewis, Ueckert, TenEyck and Batcher voted YES: NO; no one, motion carried.

21. C. – Other / Miscellaneous -

21. C. 1-4 – Greg Perry gave updates on the following projects/Developments: Ginger Cove Lift Station No. 3 Upgrades, Valhaven (Southwest No. 2) and Ginger Woods No. 2 Lift Station Improvements, EAA Development and Access Commercial Development.

22. City Attorney – Jeff Farnham reviewed ongoing issues relating to agreements, development, personnel, court proceedings, TIF policy and procedures and subdivisions.

23. Mayor's Report – The Mayor reported on new ballfield lights installation, new hires – Christie Donnermeyer, Deputy Clerk and Lori Sorensen, Treasurer, Library Volunteer Award – Moria Winters, water rate increase effective April 1, upcoming sewer rate study and progress of Utility Billing software integration.

24. Upcoming Events – Planning Commission March 21 at 4:30 p.m., Valley Days Planning February 21 at 6:00 p.m.

The meeting adjourned at 8:46 p.m.



Mayor Cindy Grove



City Clerk Cheryl K. Eckerman

<u>Due Date</u>	<u>Invoice</u>	<u>Lookup</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
4/11/2023	202301	1048	AARON MCCOY	CPR/AED/TRAINING	800.00
4/15/2023	20230769	103	ACCUFUND	tyler dlscuss imports to xpress pay	62.50
4/12/2023	9358	118	Ace Outdoor Parts	john deere blades	70.56
4/11/2023	91860	1932	AFLAC	EMPLOYEE AFLAC	679.74
3/15/2023	16GY-P634-MDFF	35184	Amazon Business	CREDIT	(56.14)
3/15/2023	1T6-YYQJ-Q1VD	35184	Amazon Business	CREDIT	(13.70)
4/12/2023	4523	35184	Amazon Business	mouse drawer, restricted area signs(2), copy paper,laptop charger, refrigerator/cooler, power strip surge protector, extension cord,file cabinet	808.76
4/12/2023	40488	250	ARPS	PART-LOAD	1,223.50
4/12/2023	40385	250	ARPS	S EAST ST	2,236.63
4/11/2023	2037367901	277930	Baker & Taylor	E GARDINER ST SEWER REPAIRS	
4/15/2023	2037125536	277930	Baker & Taylor	BOOKS	438.63
4/5/2023	2037389995	277930	Baker & Taylor	books	486.11
4/15/2023	2037417510	277930	Baker & Taylor	books	179.71
4/15/2023	4523	28272	BARNES, GENE	books	179.81
4/12/2023	880095079	248	Bauer Built	refund on variance appeal	150.00
4/11/2023	70807	15490	Bell Bank Equipment Finance	tire mount disposal fee value stem grim reaper atv	357.50
4/15/2023	4523	7966	Black Hills Energy	2021 JOHN DEERE 6110 M TRACTOR	22,392.65
4/12/2023	16841438	1805	Bomgaars	heat bill	2,407.21
4/12/2023	4523	1203	CAPPEL AUTO SUPPLY	chop saw wheel	58.89
4/12/2023	4523	2961	CenturyLink	shop supplies, 1999 ford f250, gator,2013 international,shop,police	168.49
4/11/2023	3292023	1003	CHRISTIE DONNERMEYER	pool phone	35.68
4/11/2023	1189	4420	Ciaccio Roofing	DONNERMEYER TRAVEL EXPENSE	292.19
4/12/2023	4523	650976	COX BUSINESS	LEAKS IN CITY ROOF	410.15
4/11/2023	3072	707	CROWNE PLAZA KEARNEY	internet/phone	1,772.05
4/15/2023	4523	3214	Deemer, James R	DONNERMEYER FOR CLERK CONFERENCE	1,076.10
4/11/2023	7276825	88623	DEMCO	training kearney	321.50
4/11/2023	32923	1170003	DICKS VALLEY MARKET	SHELVING SUPPLIES	268.09
4/15/2023	4523	15335	Douglas County Environmental	LIBRARY - CORN STRACH, SUGAR, CAKE MIX, SNDWICH BAGS	26.53
4/15/2023	1802	12100	Eagle Engineering Group LLC	CITY - DRANO	
4/15/2023	1801	12100	Eagle Engineering Group LLC	electrical permits	1,593.25
4/15/2023	8691629-0	11190	Eakes Office Solutions	general service,,water, street, general building 7 zoning correspondence planning comm meeting, city limits water sewer zoning map irs milage	2,423.89
4/11/2023	49667	12220	ELECTION COMMISSION	asphalt pavement rejuvenation	8,442.23
4/11/2023	10471	207	Everett's Auto Repair	folders, staples, pens,mech pencil, tabs,paper,desk pad,moisture bottle,correction tape & wrist keyrings	387.30
4/11/2023	30823	207	Everett's Auto Repair	ELECTION COST RECOVERY FOR NOVEMBER 8 2022	112.35
4/11/2023	905785837	28563	Evoqua Water Technologies LLC	2019 DODGE CHARGER REPLACE RIGHT FRONT SHAFT	925.88
4/15/2023	4523	220	Farnham & Griffin, P.C., L.L.O.	FRONT BRAKE JOB REPLACE PADS & ROTOR	
4/11/2023	32923	186	First Nebraska Bank (Brainard)	TIRE REPAIR - 2019 FORD BRONCO	35.00
4/12/2023	28403	2020002	FIRST NEBRASKA BANK CC	WASTEWATER BIOXIDE-AQ	17,770.00
4/11/2023	3292023	203	First State Bank Nebraska	nachreiner plat, american legion, flatwater estates,stillwater lake, falcon park, lightfoot land, welton & general	7,896.20
4/11/2023	48087	619	Five Nines Technology Group INC	NURSING HOME BND	5,962.50
4/11/2023	95775	619	Five Nines Technology Group INC	lincoln parking, jimmy johns, business cards, name tags, world herald tree city flag handbook brochures, arbor day membership,k-9 police, library,	1,948.30
4/15/2023	95912	619	Five Nines Technology Group INC	NURSING HOME BOND	5,962.50
4/12/2023	388330 01	2324	Fremont Winnelson	COMPUTER HARDWARE	518.38
4/12/2023	301646363	323	Helena Agri-Ent LLC	ARPA EXPENSE NEW WIFI-LIBRARY	1,099.50
4/15/2023	4185756	9444	Host Coffee Service	service agreement managed users	3,768.43
4/15/2023	4195159	9444	Host Coffee Service	O-RING	58.70
4/11/2023	VALL-0223	45207	IBTS	mole bait, polaris herbicide, hel-fire	1,768.66
4/11/2023	329223	13705	IN WITH THE NEW CONSTRUCTION	water cooler, cream, sugar & coffee	137.38
4/12/2023	old347820	7474	INTERNATIONAL ASSOCIATION FOR PROPERTY &	water cooler	28.89
4/11/2023	20475	318	IOWA PUMP WORKS	COMMERCIAL INSPECTIONS	2,512.50
4/12/2023	4523	2176400	JD'S CAR WASH & DETAILING LLC	PERMIT REFUND	1,000.00
4/12/2023	3398016	152	JOHN DEERE FINANCIAL	evidence management class	585.00
4/12/2023	4523	1222	Lincoln National Life Insurance Company	WATER SALES OF ABS PUMP TO REPLACE PUMP	8,792.13
4/12/2023	6005957337	842568	LOVE'S TRAVEL STOPS & COUNTRY STORE	police car wash	93.50
4/12/2023	6005909835	842568	LOVE'S TRAVEL STOPS & COUNTRY STORE	2020 john deere xuv835e pulls to the right	731.83
4/15/2023	6006073263	842568	LOVE'S TRAVEL STOPS & COUNTRY STORE	boom mower- filters	
				life insurance	985.72
				fuel	580.42
				fuel police	640.90
				fuel	79.70

4/12/2023	6005914868	842568	LOVE'S TRAVEL STOPS & COUNTRY STORE	fuel	75.75
4/12/2023	6005962572	842568	LOVE'S TRAVEL STOPS & COUNTRY STORE	fuel	199.14
4/12/2023	6006010895	842568	LOVE'S TRAVEL STOPS & COUNTRY STORE	fuel	34.46
4/12/2023	6006067746	842568	LOVE'S TRAVEL STOPS & COUNTRY STORE	fuel	706.74
4/12/2023	6006008445	842568	LOVE'S TRAVEL STOPS & COUNTRY STORE	fuel	544.17
4/12/2023	10478	1240	Lowe's	park dugout	391.19
4/12/2023	68142	4040010	MENARDS - ELKHORN	library allegen extra 16x25	79.96
4/12/2023	68932	4040010	MENARDS - ELKHORN	pool - 4x6 restricted area-vnl	4.96
4/12/2023	45192	1317	Menards- Fremont	library cable tie cable staple	40.65
4/12/2023	45548	1317	Menards- Fremont	2 bulbs 40W	39.96
4/11/2023	3/2023	1313	Michael Matzen	MONTHLY OFFICE/LIBRARY CLEANING	823.90
4/15/2023	503477384	715733	Midwest Tape LLC	tapes	206.41
4/15/2023	503545678	715733	Midwest Tape LLC	adult & children media	23.24
10/28/2022	2232224329	1461	NE Unemployment Compensation Fund	3rd Quarter 2022	98.03
4/12/2023	452023	1480	NMVCA	summer workshop registration form	80.00
4/11/2023	01-23-45	1505	Olmsted & Perry Consulting Engineers Inc.	DESIGN SERVICES	47,820.30
				BIDDING PHASE SERVICES	
				REIMBURSABLE EXPENSES (MILAGE,POSTAGE&COPIES)	
4/11/2023	02-22-68	1505	Olmsted & Perry Consulting Engineers Inc.	2-282023 03-25-2023 DESIGN SERVICES	33,700.00
				BIDDING PHASE	
				REIMBURSABLE EXPENSES	
4/11/2023	02-23-42	1505	Olmsted & Perry Consulting Engineers Inc.	2-28-2023 TO 3-24-2023 DESIGN SERVICES	4,340.00
				BIDDING PHASE	
				REIMBURSABLE	
4/11/2023	02-23-41	1505	Olmsted & Perry Consulting Engineers Inc.	2-28-2023 TO 3-24-2023 DESIGN SERVICES	4,848.08
				BIDDING PHASE & REIMBURSABLE EXPENSES	
4/12/2023	03-23-03	1505	Olmsted & Perry Consulting Engineers Inc.	OPCE PROJECT	1,433.03
4/11/2023	32923	3065	OPPD	ELECTRICAL BILL	14,179.44
4/11/2023	42374	1617	PEOPLESERVICE INC	WATER/WASTEWATER MONTHLY SERVICE	32,197.00
4/12/2023	3523	315	Petty Cash	mailing letters for office & police	34.47
4/12/2023	263196	3110	PIONEER RESEARCH CORP	CHEMICALS	349.80
4/11/2023	3292023	6050900	PRAIRIE HOMES	PERMIT REFUND	1,000.00
4/15/2023	4523	3227	Scheer, Gregory P	range rental	44.30
4/12/2023	4065-6	17453	Sherwin- Williams	highway white paint	117.90
4/12/2023	4523	295	TRSG	FILL DIRT	612.84
4/11/2023	942872	321	UMB Bank	ADMINISTRATIVE FEES (AGENT FEE)	231.67
4/11/2023	942519	321	UMB Bank	ADMINISTRATIVE FEES	280.83
4/11/2023	942518	321	UMB Bank	ADMINISTRATIVE FEES	280.83
4/11/2023	942532	321	UMB Bank	ADMINISTRATIVE FEES	280.83
4/11/2023	3292023	2103	United States Postal Service Postmaster	FEES FOR PERMIT OF ANNUAL MAILING & PRESORT	290.00
4/15/2023	6579890T054	679859	Waste Connections of Nebraska Inc	garbage	378.84
4/12/2023	4523	9118	WILLIAM MARTIN	accounting services	1,500.00
4/15/2023	49171	2342	Window Pro	office/library window cleaning	20.00
4/12/2023	202301-0063	4443	Workplace Screening Intelligence LLC	DRUG TEST	282.00
					261,244.90

Pay Group: Payroll Period

City of Valley

Gross Wages

Employee

Hourly	\$29,907.34
Salary	\$8,266.49
Cell Phone Reimbursement	\$184.70
K9	\$166.95
Reimbursement - Non Taxable	\$52.42
Uniform	\$173.25
Total:	\$38,751.15

Net Pay

	Uncollected	Collected
Net Check	\$0.00	
Direct Deposit		\$28,525.14

Deductions (included in gross wages)

	Uncollected	Collected
Accidental Death Insurance	\$0.00	\$0.00
AFLAC - Short Term Disability 2023	\$66.37	\$0.00
AFLAC - Specified Health Event 2023	\$2.16	\$0.00
AFLAC Accidental 2023	\$29.65	\$0.00
AFLAC Cancer 2023	\$46.89	\$0.00
AFLAC Hospital 2023	\$19.46	\$0.00
Child Support	\$429.23	\$0.00
Dental	\$22.25	\$0.00
Lincoln Financial Life Insurance	\$0.00	\$0.00
Medical	\$346.19	\$0.00
MWG - Gap Insurance 2023	\$14.46	\$0.00
Simple IRA 2023	\$1,882.19	\$0.00
Vision	\$3.81	\$0.00
YMCA Membership (In-Network)	\$12.00	\$0.00
Deduction Total:	\$2,874.66	\$0.00

Employee Taxes (included in gross wages)

	Uncollected	Collected
Federal	\$0.00	\$2,994.38
Medicare	\$0.00	\$546.55
Social Security	\$0.00	\$2,336.86
State (NE)	\$0.00	\$1,473.56
Employee Tax Total:	\$0.00	\$7,351.35

----- NOT APPROVED -----

Pay Group: Payroll Period

City of Valley

Gross Wages

Employee

Hourly	\$35,019.98
Salary	\$8,266.49
Cell Phone Reimbursement	\$203.17
K9	\$166.95
Uniform	\$173.25
Total:	\$43,829.84

Net Pay	Uncollected	Collected
Net Check	\$0.00	
Direct Deposit		\$32,790.16

Deductions (included in gross wages)	Uncollected	Collected
Accidental Death Insurance	\$0.00	\$0.00
AFLAC - Short Term Disability 2023	\$66.37	\$0.00
AFLAC - Specified Health Event 2023	\$2.16	\$0.00
AFLAC Accidental 2023	\$29.65	\$0.00
AFLAC Cancer 2023	\$46.89	\$0.00
AFLAC Hospital 2023	\$19.46	\$0.00
Child Support	\$429.23	\$0.00
Dental	\$22.25	\$0.00
Lincoln Financial Life Insurance	\$0.00	\$0.00
Medical	\$346.19	\$0.00
MWG - Gap Insurance 2023	\$14.46	\$0.00
Simple IRA 2023	\$1,633.52	\$0.00
Vision	\$3.81	\$0.00
YMCA Membership (In-Network)	\$12.00	\$0.00
Deduction Total:	\$2,625.99	\$0.00

Employee Taxes (included in gross wages)	Uncollected	Collected
Federal	\$0.00	\$3,453.79
Medicare	\$0.00	\$620.65
Social Security	\$0.00	\$2,653.82
State (NE)	\$0.00	\$1,685.43
Employee Tax Total:	\$0.00	\$8,413.69

Pay Group: Payroll Period

City of Valley

Gross Wages

Employee

Salary

\$4,125.00

Total:

\$4,125.00

Net Pay

Uncollected

Collected

Net Check

\$0.00

Direct Deposit

\$3,610.41

Deductions (included in gross wages)

Uncollected

Collected

Deduction Total:

\$0.00

\$0.00

Employee Taxes (included in gross wages)

Uncollected

Collected

Federal

\$0.00

\$106.08

Medicare

\$0.00

\$59.83

Social Security

\$0.00

\$255.75

State (NE)

\$0.00

\$92.93

Employee Tax Total:

\$0.00

\$514.59

Employer Taxes

Uncollected

Collected

Medicare

\$0.00

\$59.83

NE-UI

\$0.00

\$9.08

Social Security

\$0.00

\$255.75

Employer Tax Total:

\$0.00

\$324.66

Uncollected

Collected

Checks To Print: \$0.00

Direct Deposits: \$3,610.41

Employee Taxes: \$0.00

Employee Taxes: \$514.59

Employer Taxes: \$0.00

Employer Taxes: \$324.66

Deductions: \$0.00

Deductions: \$0.00

Fees: \$25.00

Other Collections: \$0.00

Bank Transfer to TRAXPayroll.com:

\$4,474.66

City of Valley

Employee	Hours	Employee Total	Employer Total
Simple IRA 2023			
Brown, Elizabeth	92.38	\$41.58	\$41.58
Clark, Caleb	14.17	\$284.83	\$18.99
Deemer, James	160.00	\$277.78	\$277.78
Eckerman, Cheryl	168.68	\$311.36	\$311.36
Eggen, Doug	160.00	\$624.96	\$312.48
Emmi, Sarah	160.88	\$76.30	\$76.30
Hempel, Michael	162.28	\$128.63	\$128.63
Jones, Kristin	164.80	\$130.52	\$130.52
Korinek, Beth	83.95	\$105.77	\$105.77
Kreager, Shane	161.58	\$114.87	\$114.87
Musson, James	161.52	\$232.57	\$232.57
Ratigan, Patrick	160.35	\$90.09	\$90.09
Sheets, Tim	159.70	\$230.22	\$230.22
Spinar, Stacy	164.52	\$114.98	\$114.98
Stewart, Samantha	159.52	\$211.73	\$211.73
Van Den Boogaart, Jeroen	166.10	\$539.52	\$323.71
Grand Total			
	Total Count: 16	Grand Total: 2,300.43	\$3,515.71
			\$2,721.58

Commission Summary

Date 3/3/2023



Paid to

City of Valley

2/16-2/28/2023

Description	Amount
	3,138.54

Amount \$3,138.54

Commission Summary

Date 3/20/2023



Paid to

City of Valley

3/1-3/15/2023

Description	Amount
	4,773.73

Amount \$4,773.73

March Keno Receipts
\$7,912.27

Date: April 7, 2023
To: City of Valley
From: Jeremy Beam, Lead Operator
O & M Report: March 2023

Water Operation & Maintenance

People Service performed 367 locates for the month.

People Service installed 20 radios on new builds.

People Service handed out shutoff notices for the month and shut off 3 people for nonpayment.

People Service read meters on the 29th, we also had HD supply ride with us to figure out what was going on with the meters that are not reading and come up with a game plan on what needs to be done to get these fixed.

People Service flushed hydrants for a 2 week span this month.

State water samples were taken with all negative results on Bacteria.

People Service installed the new backwash pump in at the water plant.

Vrba removed an illegal water tap at 115 Ginger Cove that was not metered and replaced a curb stop riser in Ginger Woods

Wastewater Operation & Maintenance

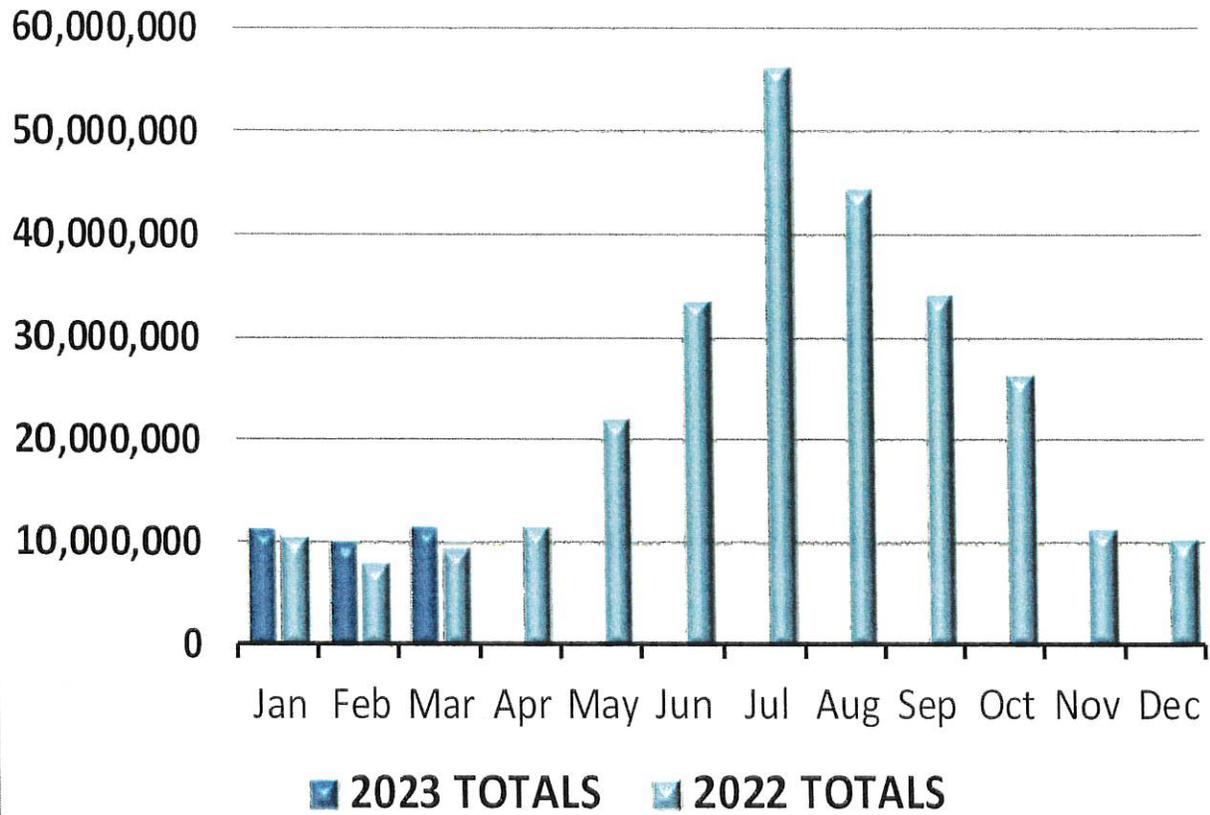
Monthly work orders were done on all lift stations.

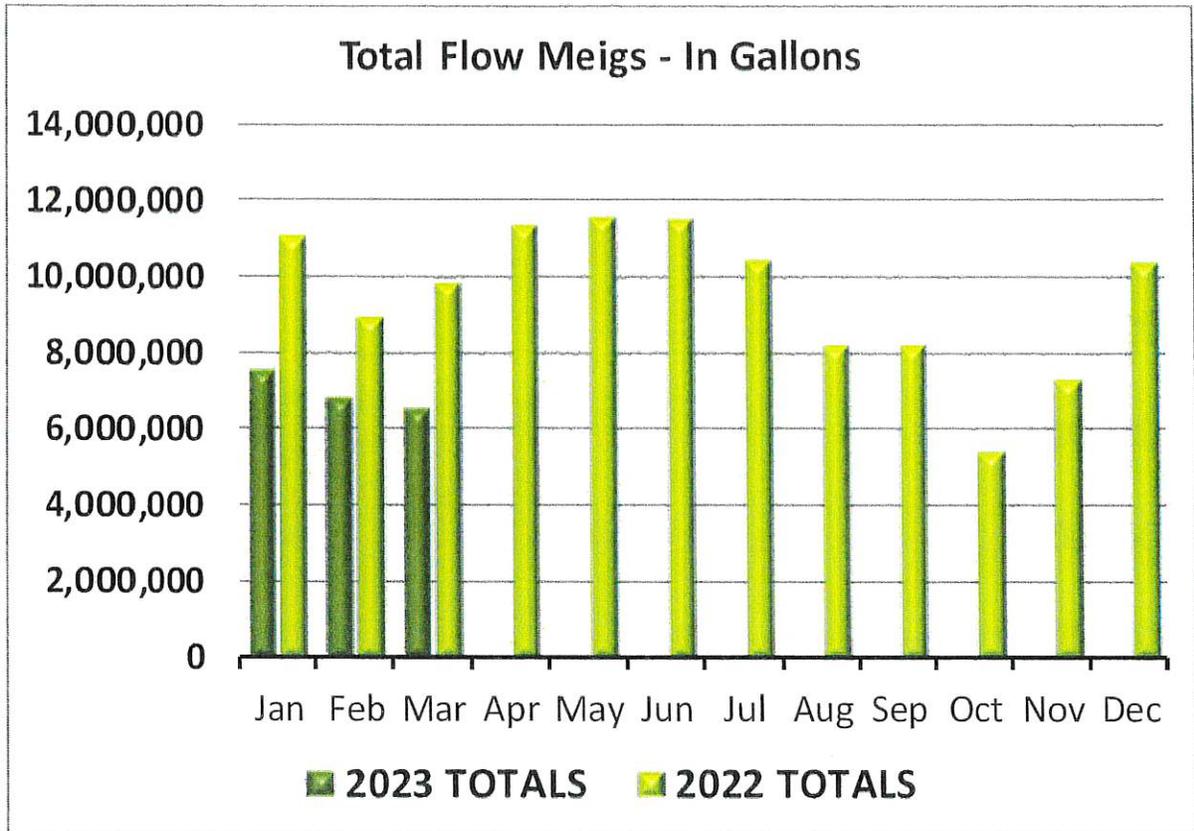
Still waiting on the grinder for Byesville, we are cleaning the bar screen manually.

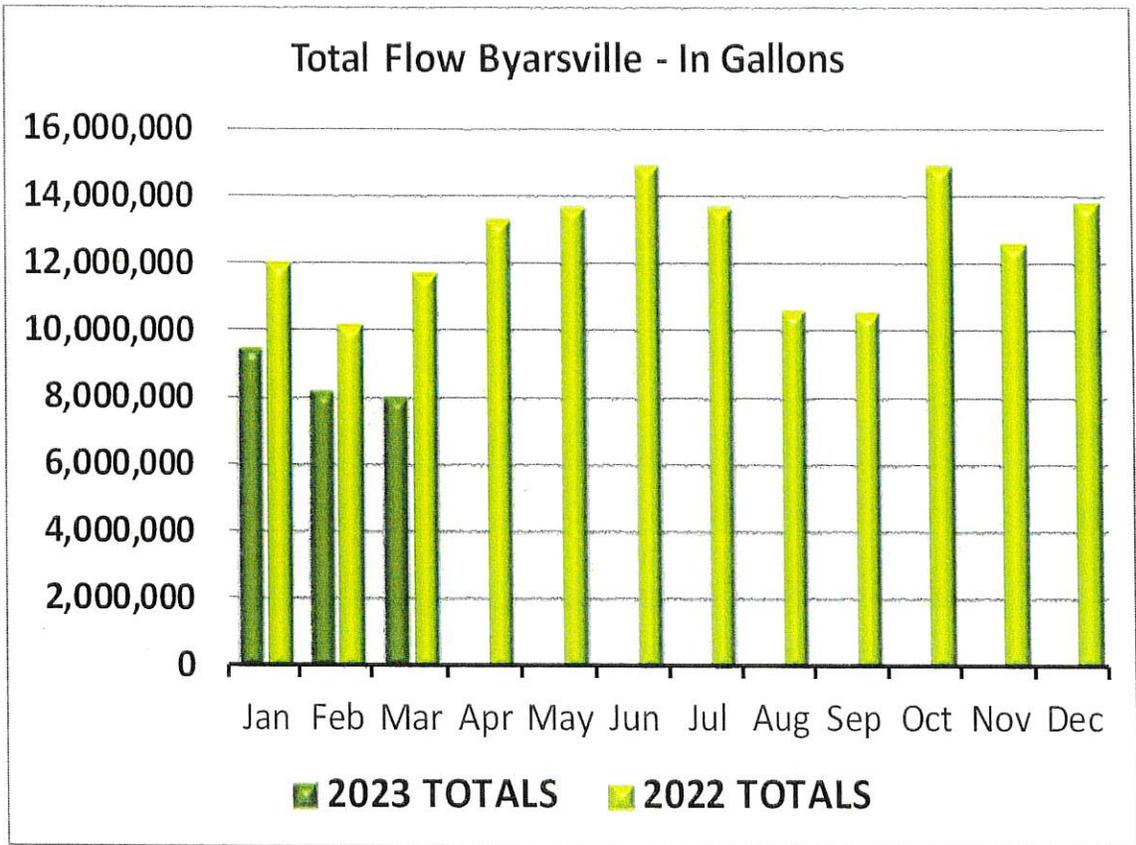
**This Month Last Month Same Month
Last Year**

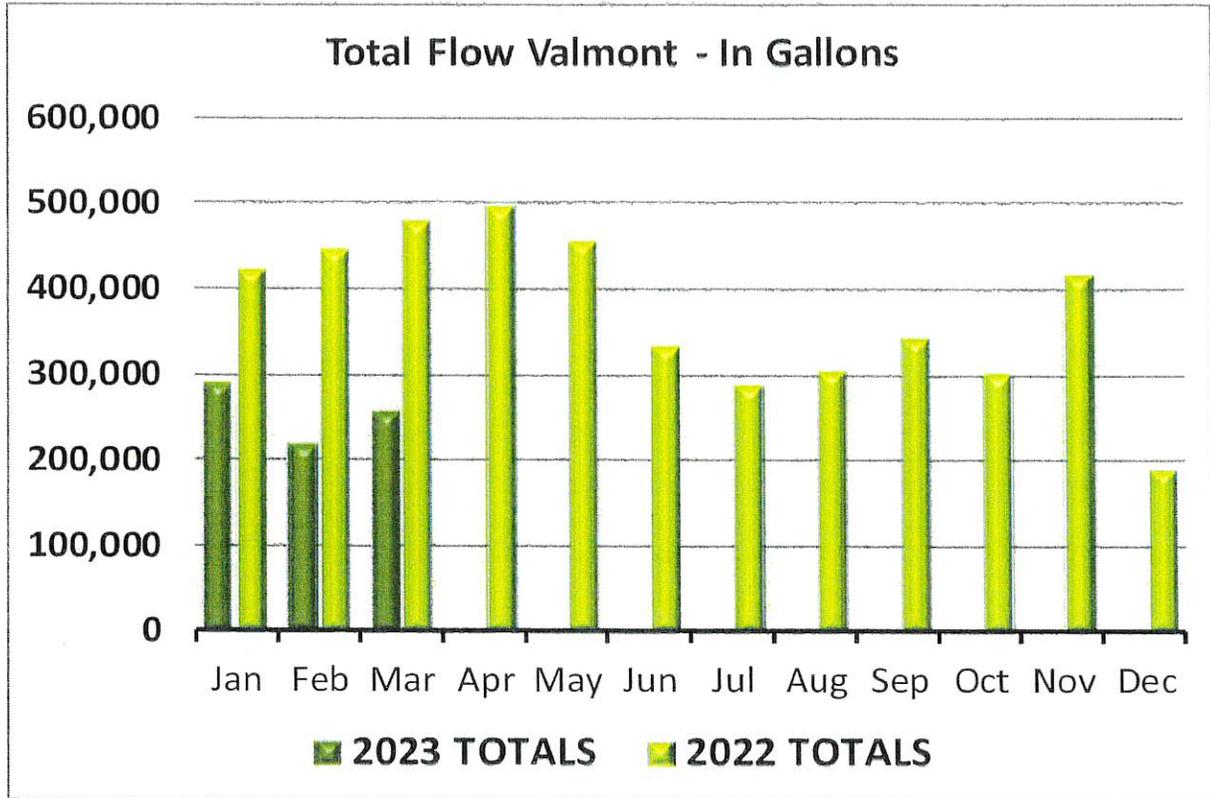
Water	Units	March-23	February-23	March-22
Total Monthly Pumped Valley	gallons	11,445,000	10,076,000	9,505,000
Daily Average Pumped Valley	gallons	369,193	359,857	306,612
Average Fluoride Residual	mg/L	0.00	1.01	1.42
Fluoride used	lbs	139.50	120.80	183.80
Average Chlorine Residual	mg/L	0.35	0.43	0.58
Chlorine used	lbs	95.90	54.90	111.10
Potassium Permanganate	lbs	449.00	354.00	342.00
Wastewater				
Effluent Flow				
Total Flow Meigs Street	gallons	6,568,000	6,810,000	9,876,000
Avg Daily Flow Meigs Street	gallons	243,000	252,200	318,580
Total Flow Byarsville	gallons	8,053,000	8,279,000	11,751,000
Avg Daily Flow Byarsville	gallons	298,000	306,620	379,064
Total Flow Valmont	gallons	258,000	221,000	428,780
Avg Daily Flow Valmont	gallons	9,500	8,200	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	0.00
Valhaven (#2) Total Runtime	hours	17.40	17.20	6.30
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	17.60	16.70	27.10
Valley Shores (1) Pump 2 Total Run	hours	16.70	14.20	24.00
Valley Shores (2) Pump 1 Total Run	hours	42.60	41.30	113.80
Valley Shores (2) Pump 2 Total Run	hours	0.00	0.00	119.20
Valley Shores (3) Pump 1 Total Run	hours	8.10	7.80	6.30
Valley Shores (3) Pump 2 Total Run	hours	10.30	10.10	6.10
Regional Pump #1 Total Runtime	hours	670.00	674.90	0.00
Regional Pump #2 Total Runtime	hours	669.90	674.90	0.00
Mallard (1) Pump 1 Total Runtime	hours	12.60	12.00	13.30
Mallard (1) Pump 2 Total Runtime	hours	11.10	11.50	13.20
Mallard (2) Pump 1 Total Runtime	hours	1.40	4.70	4.30
Mallard (2) Pump 2 Total Runtime	hours	7.90	4.70	4.60
Mallard (3) Pump 1 Total Runtime	hours	21.60	18.70	31.20
Mallard (3) Pump 2 Total Runtime	hours	20.50	18.60	16.10
Mallard (4) Pump 1 Total Runtime	hours	33.80	27.00	27.90
Mallard (4) Pump 2 Total Runtime	hours	36.90	28.90	32.40
Bluewater (1) Pump 1 Total Runtime	hours	11.60	10.80	9.00
Bluewater (1) Pump 2 Total Runtime	hours	16.00	16.30	15.40
Bluewater (2) Pump 1 Total Runtime	hours	127.70	119.30	16.40
Bluewater (2) Pump 2 Total Runtime	hours	38.20	35.30	29.00
Bluewater (3) Pump 1 Total Runtime	hours	18.40	18.80	26.70
Bluewater (3) Pump 2 Total Runtime	hours	14.90	13.80	16.10
Bluewater (4) Pump 1 Total Runtime	hours	10.50	42.20	7.40
Bluewater (4) Pump 2 Total Runtime	hours	17.90	47.20	9.20
Bluewater (5) Pump 1 Total Runtime	hours	0.00	12.40	0.00
Bluewater (5) Pump 2 Total Runtime	hours	30.00	23.00	41.30
Bluewater (6) Pump 1 Total Runtime	hours	11.70	11.10	10.30
Bluewater (6) Pump 2 Total Runtime	hours	169.30	149.10	120.60
Bluewater (7) Pump 1 Total Runtime	hours	8.10	7.00	4.90
Bluewater (7) Pump 2 Total Runtime	hours	7.90	6.80	4.80
Ginger Cove (1) Pump 1 Total Runtime	hours	101.70	68.60	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	12.80	14.10	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

Monthly Water Pumped Valley- In Gallons









Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Maintenance Budget	\$29,736.00	\$1,586.00	5%	17%
Total	\$29,736.00	\$1,586.00	5%	100%

JANUARY WORK ORDERS COMPLETED

Board of Adjustments Meeting Minutes

Meeting Date: March 27th, 2023

Board Members present: Larry Bottger, Mike Stratman, Chris Ott, Steve Goldmapp

Board Members absent: Chris Poore, Cal Peacock

Larry called the meeting to order at 4:32pm.

Gene Barnes, homeowner, is requesting a variance for a three-season patio on his home property located at 28272 W. Reichmuth Road, Valley, NE 68064. Rune started the meeting and asked for some clarification from Gene regarding the build. Based on the information and clarification that was received, there was no variance required for the construction. Needed.

Meeting was adjourned at 4:36pm with Larry Bottger making the motion and seconded by Chris Ott.



Chris Ott, Secretary

CITY OF VALLEY
VALLEY PLANNING COMMISSION MINUTES

Attention was directed at the open meeting act posted in the back of the chambers.

March 21, 2023
Valley City Hall
4:30 p.m.

Members Present: Larry Bottger, Chairman, Brian Foutch, Scott Burke, Mark Conrey, Greg Sunde, Greg Kava, Jim Tomanek, and Jeremy Mayer.

Members Absent: Duane Prorok.

City Representatives Present: Mayor Cindy Grove, City Administrator Tyler Cooper, City Attorney Jeff Farnham, Greg Perry, City Engineer, Rune van den Boogaart, Building Inspector, Cheryl Eckerman, City Clerk, and Christie Donnermeyer, Deputy City Clerk.

ITEM 1: Call to Order.

ITEM 2: Proof of Publication.

ITEM 3: Public Hearing Opened at 4:35

Item A: Preliminary and Final Plat – Nachriener Addition – Lot 1 and Outlot A.

Bob Hampton 4089 S. 84th Street, Omaha, Nebraska. Nachriener Subdividing 11 acres adjacent to the current property for expansion of JMN Construction.

Property location – behind current JMN property to West Street and following the wetlands. Construct a new building to be attached to the current building.

Rune noted a variance will be needed for the zoning requested. C-3 does not allow heavy construction company. Heavy construction companies are only permitted in I-2 zoning.

Greg Perry reviewed his letter regarding the drainage easement, development agreement, and fees.

Jeff Farnham drafted and spoke about the subdivision agreement and standard memorandum.

Public Hearing was adjourned at 4:45.

After much discussion a motion by Foutch, seconded by Burke to recommend approval of the preliminary and final plat of Nachriener Addition.

All in favor – motion carried.

Public Hearing Opened at 4:47.

Item B: Rezoning – Nachriener Addition. From C-3 Highway Commercial & R2 M/H Density Residential to C-3 Highway Commercial.

Bob Hampton encouraged rezoning.

Public Hearing was adjourned at 4:55.

After much discussion as motion was made by Conrey, seconded by Foutch to recommend approval of the rezoning to C-3 with the stipulation that a variance will be required. All in favor – motion carried.

Motion to adjourn by Sunde, seconded by Tomanek. All in favor – motion carried.



Christie Donnermeyer

Deputy City Clerk

City of Valley

DAILY RECORDS March 2023

	This month	Last month	Last year
LIBRARY VISITS:			
Adults	426	333	285
Children	330	292	216
Computers			
Adults	34	22	32
Children	36	36	35
Fax/Copies	44	28	47

Reference transactions (indicate nature of question)

Locating Library Materials 48, Readers' Advisory 25, Account info and renewals 12, Technology Assistance 56, Local Info 13, General Info 73.

Total	227	208	195
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PROGRAM ATTENDANCE:

Adults	46	45	34
3/4 Knitting – 8; 3/11 Knitting – 5; 3/16 Seed Balls – 13; 3/18 Knitting – 7; 3/20 Book Club – 6; 3/25 Knitting – 7;			
Teens	65	35	45
3/1 D&D – 4; 3/8 D&D – 7; 3/15 D&D – 6; 3/22 D&D – 6; 3/24 DC West Middle School – 14; 3/29 D&D – 8;			
Children	114	137	102
3/3 Lego Club – 18; 3/7 Tween Tuesday – 7; 3/10 Lego Club – 11; 3/14 Tween Tuesday – 9; 3/17 Lego Club – 3; 3/21 Tween Tuesday – 10; 3/24 Lego Club – 10; 3/27 Y After School – 38; 3/28 Tween Tuesday – 10; 3/31 Lego Club – 14;			
Pre-K	75	46	0
3/6 DC West Preschool – 13; 3/10 Duplo Club – 3; 3/18 Dinosaur Party – 57; 3/24 Duplo Club – 2;			
Total	300	260	181

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

Valley 5, other DC 0, Non DC 0

Total	5	2	8
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Volunteers/hours	5/15	5/15	0/0
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MATERIALS CHECKED OUT:

Adult	520	509	432
Children	1174	880	633
Overdrive	269	256	185

**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

American Legion Post 58 Claude H. Montgomery

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)
111 E Front Street, PO Box 574, Valley, NE 68064-0574

Retail Liquor License Address or Non-Profit Business Address
47-6032520

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 07/15/23
Event Date(s): _____
Event Start Time(s): 12:00 p.m. _____
Event End Time(s): 12:00 a.m. _____

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: Valley Veteran's Club

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

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

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

Type of Event: Fundraiser **Estimate # of attendees:** 150

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: Dick Rowe **Event Contact Phone Number:** 402-490-5324

Event Contact Email: dodgerfanforever42@gmail.com

***Signature Authorized Representative:** Dick Rowe **Printed Name** Dick Rowe, Commander

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

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

Local Governing Body completes below:

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

04/11/2023

Local Governing Body Authorized Signature

Date

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

Retail Liquor License Address or Non-Profit Business Address

47-6032520

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s):

08/19/23

Event Start Time(s):

12:00 p.m.

Event End Time(s):

12:00 a.m.

Alternate Date:

Alternate Location Building & Address:

Event Building Name: Valley Veteran's Club

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

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

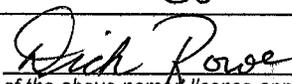
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111 E Front Street, PO Box 574, Valley, NE 68064-0574

Retail Liquor License Address or Non-Profit Business Address

47-6032520

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 09/16/23
Event Date(s): _____

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

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

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: Valley Veteran's Club

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

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

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

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04/11/2023

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Date

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

Retail Liquor License Address or Non-Profit Business Address

47-6032520

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 10/21/23
Event Date(s): _____

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

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

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: Valley Veteran's Club

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

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

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Retail Liquor License Address or Non-Profit Business Address

47-6032520

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 11/18/23

Event Date(s):

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

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

Alternate Date:

Alternate Location Building & Address:

Event Building Name: Valley Veteran's Club

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

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

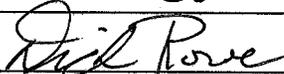
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Retail Liquor License Address or Non-Profit Business Address

47-6032520

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 12/16/23
Event Date(s):

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

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

Alternate Date:

Alternate Location Building & Address:

Event Building Name: Valley Veteran's Club

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

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

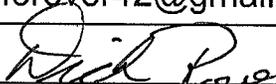
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04/11/2023

Local Governing Body Authorized Signature

Date

PROCLAMATION

Arbor Day

Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees are important to our environment, and

Whereas, trees give us paper, wood for our homes, fuel for our fires, and

Whereas, trees in our city beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy

Now, Therefore, I, Mayor Cindy Grove, do hereby proclaim April 28, 2023, as **ARBOR DAY** in the City of Valley, Nebraska, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

Dated this 11th day of April, 2023

Mayor Cindy Grove

Proclamation

54th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK
April 30 - May 6, 2023

- Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and
- Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and
- Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and
- Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.
- Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.
- Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.
- Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Cindy Grove, Mayor of City of Valley, do hereby recognize the week of April 30 through May 6, 2023, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Cheryl K. Eckerman and Deputy Clerk, Christie Donnermeyer and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 11th day of April, 2023

Mayor, Cindy Grove

PROCLAMATION

National Library Week

- WHEREAS,** libraries provide the opportunity for everyone to pursue their passions and engage in lifelong learning, allowing them to live their best life;
- WHEREAS,** libraries have long served as trusted institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;
- WHEREAS,** libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;
- WHEREAS,** libraries adapt to the ever-changing needs of their communities, continually expanding their collections, services, and partnerships;
- WHEREAS,** libraries play a critical role in the economic vitality of communities by providing internet and technology access, literacy skills, and support for job seekers, small businesses, and entrepreneurs;
- WHEREAS,** libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;
- WHEREAS,** libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all;
- WHEREAS,** libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

NOW, THEREFORE, be it resolved that I Cindy Grove, Mayor, City of Valley, proclaim National Library Week, April 23-29, 2023. During this week, I encourage all residents to visit their library to explore the wealth of resources available.

Dated this 11th day of April, 2023

Mayor, Cindy Grove

Cheryl Eckerman

From: Valley City Office
Sent: Tuesday, March 21, 2023 11:46 PM
To: Cindy Grove; Cheryl Eckerman; Tyler Cooper
Subject: Council Agenda Request John Masters

Name: John Masters

Phone: 317-658-1838

Email Address: john@mastersccs.com

Address: 111 W Whittingham St

Agenda Item Description: Is the municipal water potable?

Requested Action: I would like an answer to the topic question. It would also be helpful to understand the Quality Oversight, processes & procedures the City invests in to ensure, any known historically challenges (e.g.), and what the QA data from the City is over the past 3-4 years (post flood). Respectfully-John

Does this require an expenditure of funds: Unsure

[View in List](#)

Cheryl Eckerman

From: Valley City Office
Sent: Wednesday, March 15, 2023 2:29 PM
To: Cindy Grove; Cheryl Eckerman; Tyler Cooper
Subject: Council Agenda Request John Masters

Name: John Masters

Phone: 317-658-1838

Email Address: jjmasters@comcast.net

Address: 111 W Whittingham St, Valley NE 68064

Agenda Item Description: I would like to address council re: 1, Condition & Maintenance of Alleys 2, Condition of Sidewalks and areas in City that are still unincorporated (i.e. have no sidewalks) 3. Removal of dead &/or unhealthy trees in boardwalk

Requested Action: 1. Maintain the Alley(s). I first complained to Maintenance about issues in Fall 2022 after installation of fiber optic lines. After evaluation, I was told that "additional product" was required. After few months, called in again and was informed City didn't have equipment. Spring of 2023 I contacted maintenance twice to be told nothing would be done "until Spring sometime". 7 homes on my alley alone require access to garage(s). 2. Fix the sidewalks that exist and install sidewalks in other areas of the City where they do not exist. 3. Remove the dying trees in my boardwalk. This will further allow me to request installation of a driveway so I am forced to use the poorly maintained alley which provides access to my home/garage.

Does this require an expenditure of funds: Yes

[View in List](#)

City of Valley Council Meeting

April 11,2023

7-8pm

Agenda Items brought forward by:

John J Masters, PhD 111 W Whittingham St, Valley NE, 68064

1. SITUATION: **Service Alleys**. Last summer, I contacted the City about the damage to the service alley resulting from the installation of telecommunication lines. The City graded alley and informed me that "additional product was required". In the Fall, I contacted City again and was informed that "nothing can be done since we sold the tractor". In January, I contacted the City again and was informed that "nothing would be done until Spring". First day of Spring I contacted the City and was informed again that the alley would be addressed "sometime in Spring". Last week, the City graded the alley BUT DID NOT address the problems due to insufficient maintenance and materials. 7/11 homes along the alley on W Whittingham St also access their property from the Service Alley on a regular basis. The condition of the Service alleys is NOT due to use of, but rather the poor maintenance and suitable upkeep by the City. I have heard that the problems with the Service alleys could be fixed by changing the garbage service and having all residents bring their trash the public street/each week. While this may seem to be a good solution to "save the service alleys", it is a terrible consideration for addressing the problem. Consider the trash and waste that would end up in the city streets. Further, consider that many residents are older and would not be capable of bringing their trash can down and back each week. Finally, many residents, like myself, do NOT have driveway access to street. Seems like a very poor suggestion to solve a problem that the City simply does not want to address.

TASK; Respectfully ask the City Council to identify a plan to upgrade service alleys to make them suitable for intended purpose(s). Further request that City Council ensure that a regular & suitable maintenance plan of the service alleys exists in future.

May 2022:



January 2023:



March 2023:



April 10, 2023: (after Spring 2023 grade)



2. SITUATION: **Sidewalks:** While many homeowners have repaired/maintained their sidewalks over the years, but there are several homes within the City that have either unacceptable and/or no existing sidewalk. According to Chapter V of the Municipal Codes for the City of Valley (7/10/2007), section 5-301 describes the responsibility of the Property Owner. In section 5-303, it clearly states that “whenever the street superintendent of the City shall deem it necessary to repair and/or install sidewalks”, the City will take action (sections 5-304 & 5-305). Further, it clearly states in section 5-301 that “Every owner of any lot(s) or piece of land within the limits of this city shall keep and maintain the sidewalks along and contiguous to said property in good and proper repair and in a condition reasonably safe for all travelers thereon.” **There are many streets and areas in the city that have NO sidewalks.**

TASK: Respectfully ask the City Council to address the conditions of sidewalks within the city limits AND/OR change the municipal codes.

Good patch of sidewalk:



10 Block walk along the city: Note the lack of sidewalks along the service alleys are in need of repair and/or do not exist at all.











3. **SITUATION: Trees in Boardwalk- 111 W Whittingham St, Valley NE 68064.** I have two Lindon trees in my boardwalk that are ~100y old. It is my understanding that the City is responsible for trees in the boardwalk and I requested removal last summer (2022). I was informed that the City arborist would inspect the tree, but I did not receive any information in return. After calling the City several times, I was simply told that “many trees in the City need to be removed and mine would addressed ‘someday’.” First of all, these trees are a hazard since they are hollow, dying and actually move when the wind blows; w/ or w/out leaves. Secondly, they are not maintained well and have several branches that require trimming. Finally, the aphid infestations each year have made it extremely difficult to grow and maintain a lawn on the property. The waste that results from the aphids is a thick oil which is difficult to remove and kills the lawn.

TASK: Respectfully ask the City Council to approve removal of the boardwalk trees located @ 111 W Whittingham St. Respectfully ask the City Council to acknowledge notice of hazard(s) trees present community & property. Respectfully ask the City Council to approve aphid/pest treatment of trees as soon as possible; and any time(s) prior to tree removal.

4. **SITUATION: Municipal water.** Since moving to Valley ~4y ago, there have been several instances where the quality of City water was questionable in my mind; either discoloration and/or lack of chlorine/excessive chlorine. On March 21, 2023 I noticed that water from my home faucet was discolored (see pics) AND that a nearby fire hydrant was being flushed. I contacted the City and was intrigued by the discussion. As stated in the City recent announcement concerning increasing water rates, these are to “ensure that the City can provide for costs of maintenance, operation, repair and replacement of the components” of the water supply.

TASK: Respectfully ask the City Council to communicate current plan(s) for 'repair & replacement' of water supply components. Respectfully ask the City Council to provide current Quality Control plan and Quality Assurance testing protocols and results for past 4 years. As a PhD chemist, I kindly offer any assistance needed by the City Council and/or administration.



9:17 📶 🔋

[←](#) [🏠](#) **Featured News**

- Monthly base fee from \$15.43 to \$17.75
- Amount per 1,000 gallon use from \$1.74 to \$1.95

[Commercial/Industrial Users](#)

- Monthly base fee from \$24.29 to \$27.00
- Amount per 1,000 gallon use from \$2.18 to \$2.45

[Residential Users outside City Limits](#)

- Monthly base fee from \$20.29 to \$23.35
- Amount per 1,000 gallon use from \$2.18 to \$2.45



On April 1 2023, the City of Valley water rate adjustments will go into effective. Rates are being adjusted to ensure the City can provide for the payment of the costs of maintenance, operation, repair and replacement of the components of the water system.

Residential and Small Business Customers inside City limits: Monthly base fee of \$17.75 for 0 to 3,000 gallons and \$1.95 per 1,000 gallon over 4,000.

Commercial and Industrial Customers: Monthly base fee of \$27.00 for 0 to 3,000 gallons and \$2.45 per 1,000 gallon over 4,000.

Residential Customers outside of City limits: Monthly base fee of \$23.35 for 0 to 3,000 gallons and \$2.45 per 1,000 gallon over 4,000.

Additional information can be found in Section 6-208 of the [Valley Municipal Code](#).

Cheryl Eckerman

From: Valley City Office
Sent: Tuesday, April 4, 2023 2:25 PM
To: Cindy Grove; Cheryl Eckerman; Tyler Cooper
Subject: Council Agenda Request Eric Moser

Name: Eric Moser

Phone: 4022143623

Email Address: emoser0107@hotmail.com

Address: 2840 Legacy Commons Plaza Apt. 105 Omaha, NE 68130

Agenda Item Description: Cornhusker State Games - Triathlon Update & Route Approval

Requested Action: We ask that City Council approve the bike and run courses that will be on public roads and require roads to be shut down by law enforcement.

Does this require an expenditure of funds: No

[View in List](#)

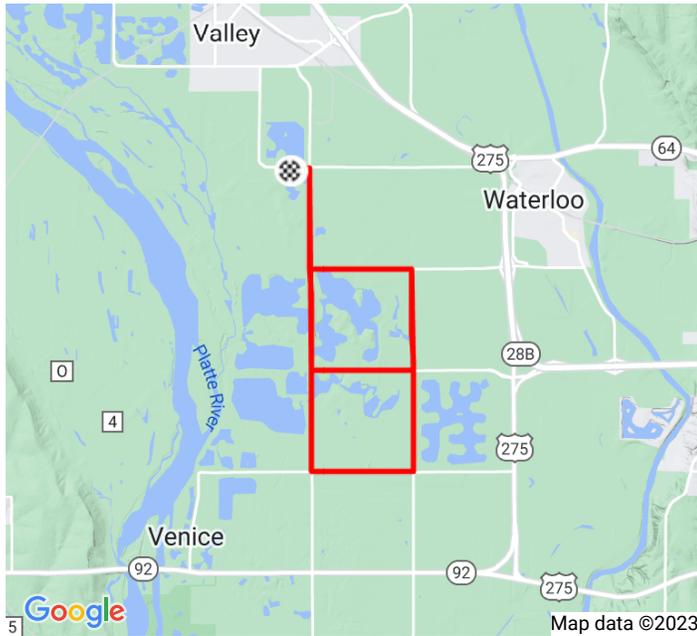


Potential CSG - Sprint Course

<https://www.strava.com/routes/3058531748792617552>

12.34 mi **28** ft **Road**
 Distance Elevation Gain Ride Type

Est. Moving Time: **44:05**



Route recommendations may be incomplete and/or inaccurate and may contain sections of private land and/or sections of terrain that could be challenging or hazardous. Always use your best judgement about the safety of road and trail conditions and follow traffic and property laws. Est. Moving Time based on your avg speed of 16.8 mi/h over last 4 weeks

DIRECTION	DISTANCE (miles)
Proceed onto West Maple Road	0.0
Proceed onto off-road waypoint. No data available	0.0
Continue on North 264th Street	0.2
Proceed onto North 264th Street	0.2
Continue on South 264th Street	2.4
Left onto Pacific Street	3.1

Proceed onto Pacific Street	3.1
Left onto South 252nd Street	4.1
Proceed onto South 252nd Street	4.4
Continue on North 252nd Street	4.7
Left onto Blondo Street	6.1
Proceed onto Blondo Street	6.2
Left onto North 264th Street	7.1
Proceed onto North 264th Street	7.3
Left onto West Dodge Road	8.1
Proceed onto West Dodge Road	8.2
Left onto North 252nd Street	9.1
Proceed onto North 252nd Street	9.5
Left onto Blondo Street	10.1
Proceed onto Blondo Street	10.3
Right onto North 264th Street	11.1
Left onto West Maple Road	12.1
Arrive at Finish	12.3



Potential CSG - Super Sprint route

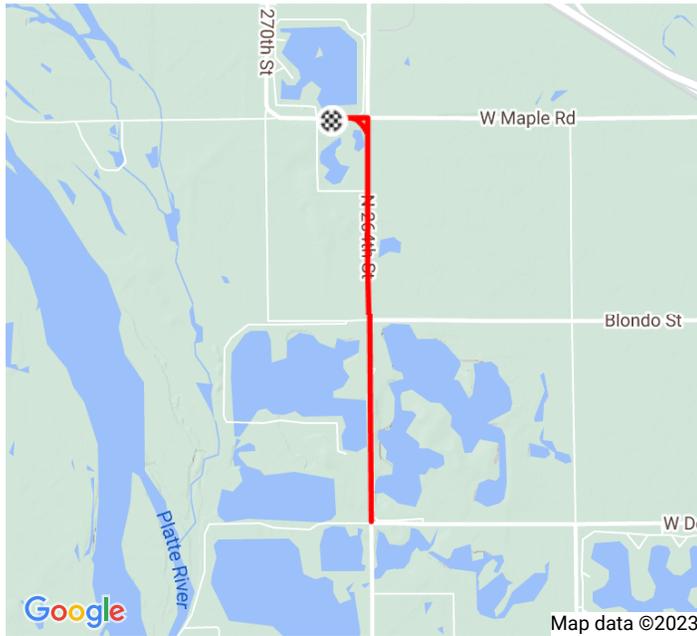
<https://www.strava.com/routes/3058533881609516624>

4.28 mi
Distance

8 ft
Elevation Gain

Road
Ride Type

Est. Moving Time: **15:18**



Arrive at Finish

4.2



Route recommendations may be incomplete and/or inaccurate and may contain sections of private land and/or sections of terrain that could be challenging or hazardous. Always use your best judgement about the safety of road and trail conditions and follow traffic and property laws. Est. Moving Time based on your avg speed of 16.8 mi/h over last 4 weeks

DIRECTION	DISTANCE (miles)
Proceed onto West Maple Road	0.0
Proceed onto off-road waypoint. No data available	0.0
Continue on North 264th Street	0.2
Proceed onto North 264th Street	2.1
Left onto West Maple Road	4.1
Proceed onto West Maple Road	4.1

Revised CSG Sprint - 5k Run

Running Route

☆ Save Edit ▼

Details

📍 3.1 mi △ 9 ft

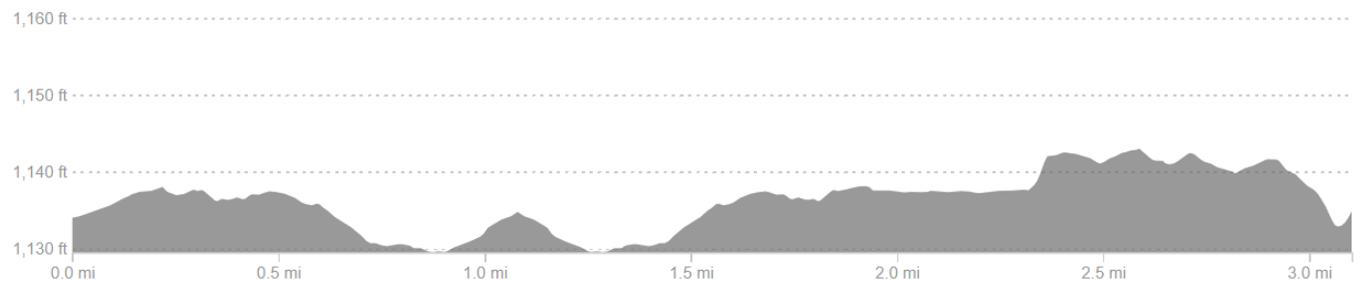
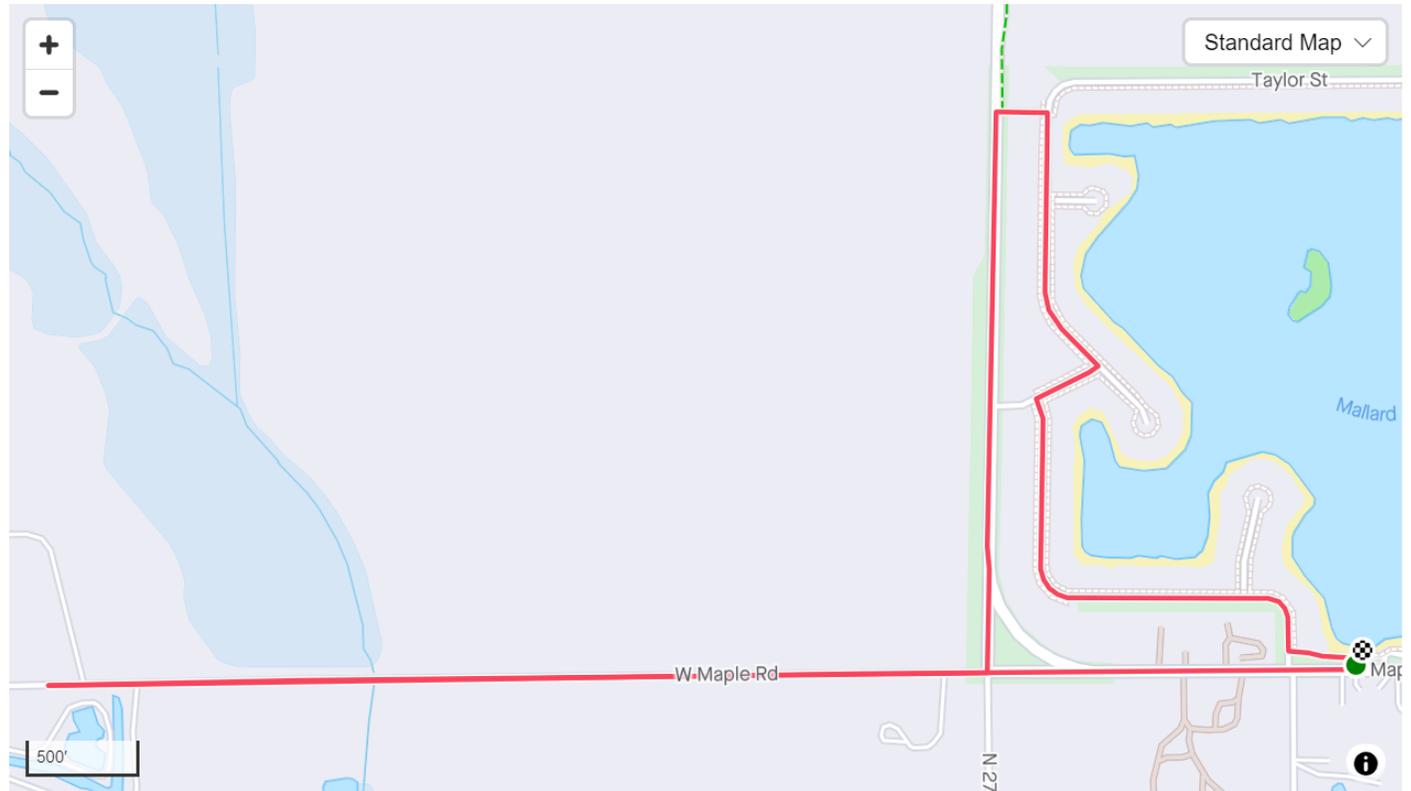
🕒 31:05

CREATED BY

Eric Moser
March 23, 2022 · Public



Route and Elevation



CSG Super Sprint - Run Course Revised 2023

Running Route

☆ Save Edit ▼

Details

📍 1.27 mi ⚙️ 0 ft

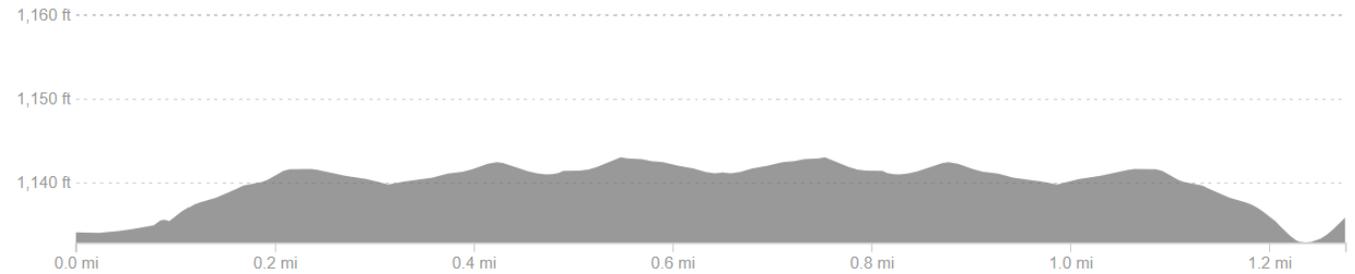
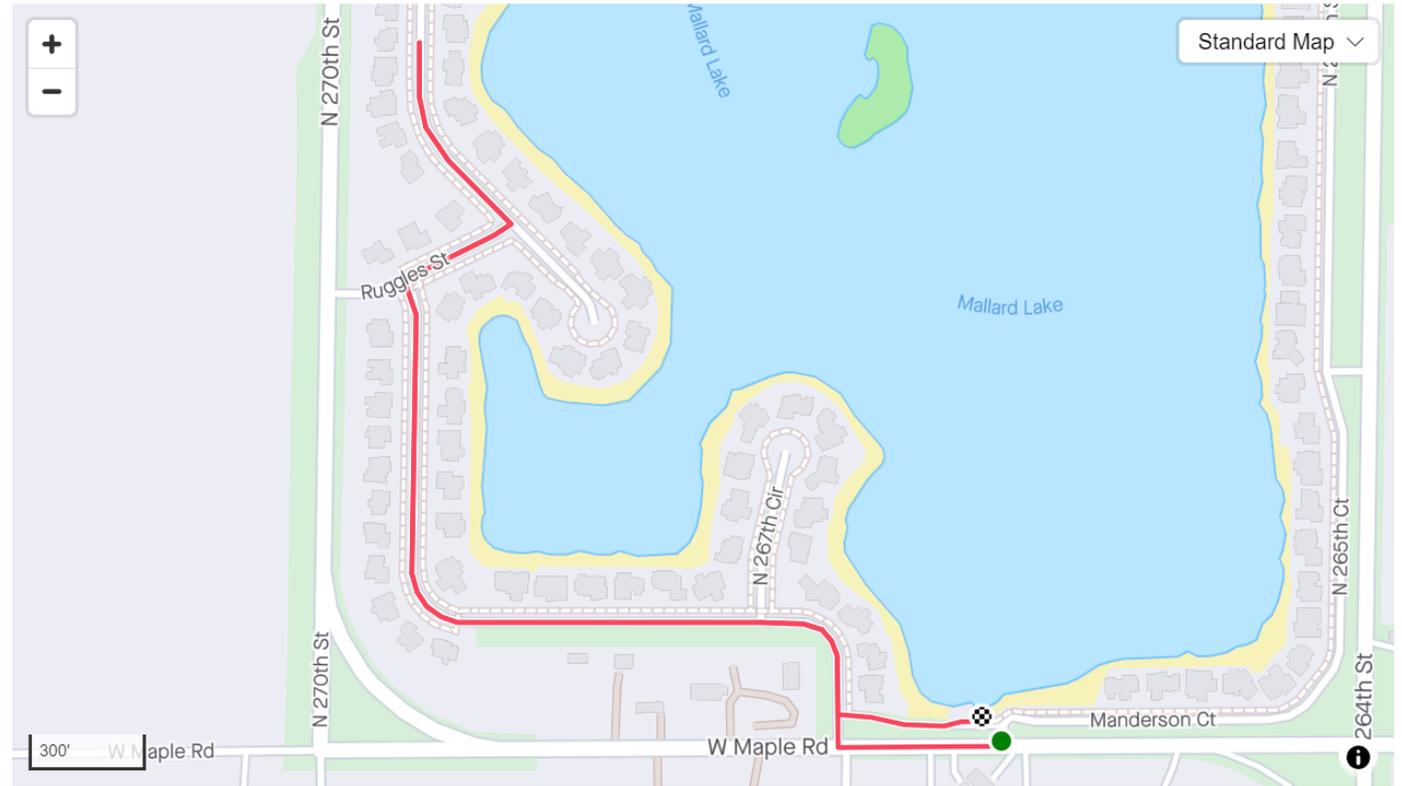
🕒 12:48

CREATED BY

Eric Moser
March 23, 2022 · Public



Route and Elevation



Cheryl Eckerman

From: Valley City Office
Sent: Tuesday, March 21, 2023 4:11 PM
To: Cindy Grove; Cheryl Eckerman; Tyler Cooper
Subject: Council Agenda Request Tristan Nelson

Name: Tristan Nelson
Phone: 402-889-1229
Email Address: tcnelson97@gmail.com
Address: 2505 Campanile rd waterloo ne 68069
Agenda Item Description: Station to Station Run
Requested Action: Approval of event
Does this require an expenditure of funds: No

[View in List](#)

RESOLUTION 2023-11

WHEREAS, the City of Valley, Douglas County, Nebraska, proposes to enter into an Agreement with the Waterloo Valley Recreation Association for use of the city owned baseball field; and

WHEREAS, the Valley City Council met in regular session on April 11, 2023 and reviewed said Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT the Valley City Council authorizes Mayor Cindy Grove to execute said Agreement with the Waterloo Valley Recreation Association 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 11th DAY OF APRIL, 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

AGREEMENT

THIS AGREEMENT made and entered into this 11th day of April 2023, by and between the City of Valley, Nebraska, a Nebraska municipal corporation (“City”) and the Waterloo Valley Recreation Association, Inc., a Nebraska corporation (“Association”).

WHEREAS, City owns a baseball field, including all appurtenances and fixtures, located in the Valley City Park, as outlined in red on Exhibit “A”, attached hereto and incorporated herein by this reference (the “Field”); and

WHEREAS, The Association has used the baseball field, maintained portions of the Field, and scheduled the use of the baseball field by the DC West School District team and the local town team, for a number of years pursuant to a verbal agreement with the City; and

WHEREAS, the parties desire to reduce their previous verbal agreement to writing.

NOW THEREFORE, for and in consideration of the following mutual covenants and conditions, the parties agree as follows:

1. Use. The Association shall have the nonexclusive use of the Field during the term of this Agreement for the conduct of junior and senior American Legion baseball games, DC West School District baseball games, Valley town team baseball games, and all normal activities associated therewith, including the operation of a concession stand. Any use of the Field by any party not set forth above, or a different use than set forth above, must be expressly approved in writing by the City. The Association shall have control over scheduling the use of the field and Association games shall have priority over other users. The Association shall be responsible for ensuring that the use of the Field by DC West, the town team, or any other authorized user, complies with the provisions of this Agreement.
2. Term. The term of this Agreement shall be for a period of one year. This Agreement shall be automatically extended for successive periods of one year unless either party gives written notice of termination of the Agreement at least 90 days prior to the expiration of the term, as it may be extended.

3. Association Liability Insurance. The Association agrees to procure and maintain continuously during the entire term of this Agreement, a policy or policies of commercial general liability insurance from a company or companies acceptable to City, at Association's own cost and expense, insuring City and Association from all claims, demands or actions; such policy or policies shall in addition to insuring the Association protect and name the City as an additional named insured and shall provide coverage in a combined single limit per occurrence of at least \$1,000,000.00 and \$3,000,000.00 in the aggregate for claims, demands or actions for bodily injury, death or property damage made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with the conduct and operation of the Association's activities on the Field, or arising out of and connected with the use and occupancy of the Field by the Association. All such insurance shall provide that the City shall be given a minimum of ten (10) days' notice by the insurance company prior to cancellation, termination or change of such insurance. The Association shall provide the City with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the term and provisions thereof. If Association fails to comply with such requirements for insurance, City may, but shall not be obligated to, obtain such insurance and keep the same in effect, and the Association agrees to pay City, upon demand, the premium cost thereof.
4. Third Party Liability Insurance. Prior to use of the Field by the DC West School District, the Valley town team, or any other authorized user, the Association shall obtain a current and valid Certificate of Liability Insurance, meeting the coverage requirements set forth in paragraph 4 hereinabove, and listing the Association and City as named insureds; alternatively, the Association may add either user as a named insured on its policy. Any third-party independent contractor performing maintenance or repair on the Field shall also be required to deliver a valid certificate of liability insurance to the Association meeting the above requirements.
5. Indemnity. The Association shall indemnify, hold harmless, and defend City from and against, and City shall not be liable to the Association on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind, including reasonable attorney's fees, asserted by or on behalf of

any person, entity, or governmental authority arising out of or in any way connected with either (a) a failure by the Association to perform any of the agreements, terms, or conditions of this Agreement required to be performed by the Association; (b) a failure by the Association to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; or (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Premises, or the Real Estate, except as the same may be the result of the negligence of City, its employees, or agents.

City shall indemnify, hold harmless, and defend the Association from and against, and the Association shall not be liable to City on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind, including reasonable attorney's fees, asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with either (a) a failure by City to perform any of the agreements, terms, or conditions of this Agreement required to be performed by City; (b) a failure by City to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; or (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Field, except as the same may be the result of the negligence of the Association, its employees, or agents.

6. Association Insurance. The Association, DC West, the town team, or any other authorized user shall not use or occupy the Field or any part thereof in any manner which could invalidate any policies of insurance now or hereafter placed on the Field or increase the risks covered by insurance on the Field or necessitate additional insurance premiums or policies of insurance, even if such use may be in furtherance of the Association's purposes. In the event any policies of insurance are invalidated by acts or omissions of the Association, City shall have the right to terminate this Agreement or, at City's option, to charge the Association for extra insurance premiums required on the Field on account of the increased risk caused by the Association's use and occupancy of the Field. Each party hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible

under such policies; provided that this waiver shall apply only when permitted by the applicable policy of insurance.

7. City Insurance. City shall, during the term of this Agreement, procure and maintain all risk casualty insurance covering the permanent buildings and fixtures on the Field.
8. Association's Personal Property. The Association has personal property, such as batting and pitching cages, which are located and stored on the Field. The Association is solely responsible for maintaining, securing and insuring such personal property.
9. Use of Parking Facilities. The Association, DC West, the town team, and any other authorized user, and their members, employees and agents, along with members of the public attending baseball games at the Field shall have the nonexclusive right, in common with the City and other users of the City Park, to park vehicles in the parking areas adjacent to the Field, subject to such reasonable rules and regulations as the City may from time to time impose.
10. City Park Rules and Regulations. The Association, DC West, the town team, and any other authorized user shall comply with all rules and regulations applicable to the Valley City park as City may establish from time to time provided that the Association is notified in writing thereof.
11. City Obligations. City shall have the following obligations:
 - a. Supply all electricity and water used in the operation of the Field.
 - b. Supply water for the irrigation of the Field.
 - c. Mow, maintain and fertilize the outfield.
 - d. Maintain the warning track adjacent to the outfield.
 - e. Maintain the roads within the Field.
 - f. Maintain the parking areas adjacent to the Field.
 - g. Maintain the flagpole.
 - h. Maintain the lights which illuminate the baseball field.
 - i. Provide access to the restrooms located in the City Park.
 - j. Pay all utility charges in connection with the operation of the baseball field, concession stand and press box.
 - k. Comply with the provisions of this Agreement.

12. Association Obligations. The Association shall have the following obligations:
 - a. Mow, maintain and fertilize the infield.
 - b. Perform all other maintenance and repairs on the Field and its appurtenances, not expressly assigned to City in paragraph 10. hereinabove.
 - c. Be responsible for all operations related to the Field, including the hiring of umpires or other personnel required to conduct baseball games and operate the concession stand, including obtaining any necessary permits or licenses.
 - d. Comply with the provisions of this agreement.
13. Assignment. The Association shall not assign this Agreement or sublet the whole or any part of the Field, transfer this Agreement by operation of law or otherwise, or permit any other person except agents and employees of the Association, the entities identified in paragraph 1 herein, or the players and public attending authorized baseball games or events to occupy the Field, or any part thereof, without the prior written consent of City.
14. Condition. The Association shall, at all times, keep the Field in a neat and orderly condition. In the event that City believes the Association is not performing the maintenance and/or repairs it is required to perform under this Agreement then City may give the Association written notice, specifying with particularity those items of maintenance and/or repair that need to be performed. The Association shall have thirty (30) days after receipt of such notice to satisfactorily perform the specified items. In the event the Association does not perform such maintenance and/or repair items within such thirty-day period then the City may perform such items and the Association shall reimburse the City for the reasonable cost thereof.
15. Notice. Any notice or demands given hereunder shall be in writing and personally delivered or sent by first class mail postage prepaid to City at 203 N Spruce Street, Valley, Nebraska 68064 and also to the Association at P.O. Box 141, Waterloo, Nebraska 68069 or at such other address as either party may from time to time designate in writing. Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or deposited in the United States mail in the manner prescribed herein.

16. Entire Agreement. This Agreement contains the entire agreement between the parties and may only be amended only by subsequent written agreement.

Attest:

CITY OF VALLEY, NEBRASKA

Date

Date

Attest:

WATERLOO VALLEY RECREATION
ASSOCIATION, INC.

Date

Date



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

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

Waterloo Valley Recreation

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

13625 California St. FL. 4

Retail Liquor License Address or Non-Profit Business Address

EIN: 27-1650596

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s):

June 10th 2023

Event Start Time(s):

2:00pm

Event End Time(s):

11:30pm

Alternate Date: N/A

Alternate Location Building & Address: N/A

Event Building Name: Valley American Legion Post 58

Event Street Address/City: 111 E. Front St.

Indoor area to be licensed in length & width: 100 x 140

Outdoor area to be licensed in length & width: N/A x N/A (Diagram Form #109 must be attached)

Type of Event: Baseball / Softball Fundrasier 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: Rick Wiese Event Contact Phone Number: 1-402-510-5092

Event Contact Email: Wieseco@gmail.com

*Signature Authorized Representative: Rick F. Wiese III Printed Name Rick F. Wiese III

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

Cheryl Eckerman

From: Valley City Office
Sent: Wednesday, February 15, 2023 8:23 PM
To: Cindy Grove; Cheryl Eckerman; Tyler Cooper
Subject: Council Agenda Request Rick Wiese

Name: Rick Wiese

Phone: 4025105092

Email Address: Wieseco@gmail.com

Address: 20828 Parker St Elkhorn, Ne 68022

Agenda Item Description: Waterloo Valley Opening day baseball Fundraiser is ~~Saturday-April-1st~~ and we are looking to get the street closed down that day from 2:00 until 11:00 for an outside area to have to entertain kids.

Requested Action: Allow for permission of street to be closed.

Does this require an expenditure of funds: No

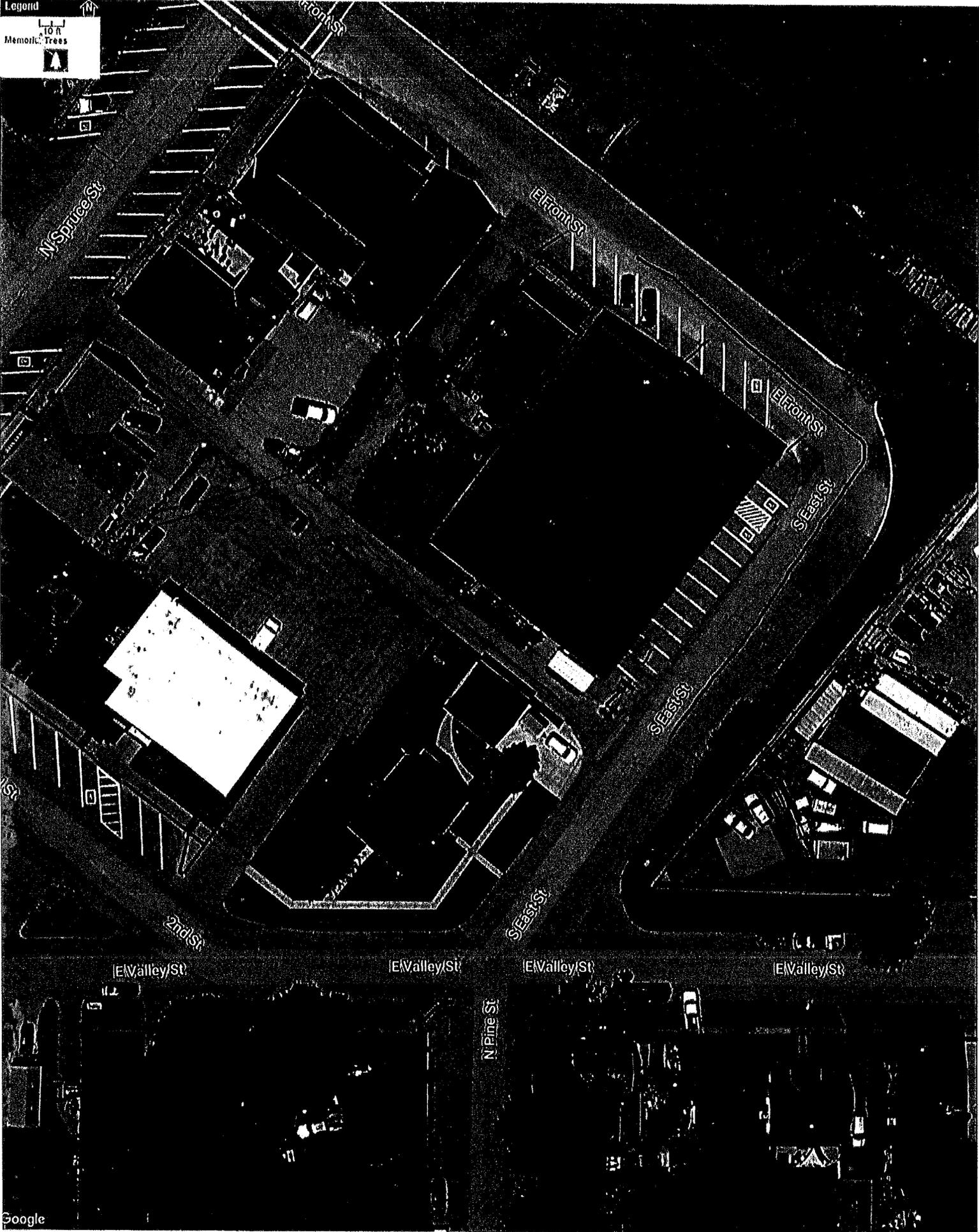
*Re-scheduled for
June 10*

[View in List](#)

Legend

10 ft

Memorial Trees



RESOLUTION 2023-17

WHEREAS, the City of Valley, Douglas County, Nebraska, proposes to enter into an Agreement with the DC West Youth Sports Organization for use of the city owned baseball field; and

WHEREAS, the Valley City Council met in regular session on April 11, 2023 and reviewed said Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT the Valley City Council authorizes Mayor Cindy Grove to execute said Agreement with the DC West Youth Sports Organization 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 11th DAY OF APRIL, 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

AGREEMENT

THIS AGREEMENT made and entered into this ___ day of April 2023, by and between the City of Valley, Nebraska, a Nebraska municipal corporation (“City”) and the DC West Youth Sports Organization., a Nebraska corporation (“DCWYSO”).

WHEREAS, City owns a baseball field, including all appurtenances and fixtures, located in the Valley City Park, as outlined in red on **Exhibit “A”**, attached hereto and incorporated herein by this reference (the “Field”); and

WHEREAS, DCWYSO desires to use the baseball field as the location for the baseball games conducted by its organization; and

WHEREAS, the parties desire to reduce their agreement to writing.

NOW THEREFORE, for and in consideration of the following mutual covenants and conditions, the parties agree as follows:

1. Use. DCWYSO shall have the nonexclusive use of the Field during the term of this Agreement for the conduct of the baseball games associated with its youth sports programs, and all normal activities associated therewith. Any use of the Field by any party not set forth above, or a different use than set forth above, must be expressly approved in writing by the City. DCWYSO shall have control over scheduling the use of the field and DCWYSO games shall have priority over other users. DCWYSO shall be responsible for ensuring that the use of the Field by DCWYSO, or any other authorized user, complies with the provisions of this Agreement.
2. Term. The term of this Agreement shall be for a period of one year. This Agreement shall be automatically extended for successive periods of one year unless either party gives written notice of termination of the Agreement at least 90 days prior to the expiration of the term, as it may be extended.
3. DCWYSO Liability Insurance. DCWYSO agrees to procure and maintain continuously during the entire term of this Agreement, a policy or policies of commercial general liability insurance from a company or companies acceptable to City, at DCWYSO’s own cost and expense, insuring City and DCWYSO from all claims, demands or actions; such policy or policies shall in addition to insuring DCWYSO protect and name the City as an additional named insured and shall provide coverage in a combined single limit per occurrence of at least \$1,000,000.00 and

\$3,000,000.00 in the aggregate for claims, demands or actions for bodily injury, death or property damage made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with the conduct and operation of DCWYSO'S activities on the Field, or arising out of and connected with the use and occupancy of the Field by DCWYSO. All such insurance shall provide that City shall be given a minimum of ten (10) days' notice by the insurance company prior to cancellation, termination or change of such insurance. DCWYSO shall provide City with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the term and provisions thereof. If DCWYSO fails to comply with such requirements for insurance, City may, but shall not be obligated to, obtain such insurance and keep the same in effect, and DCWYSO agrees to pay City, upon demand, the premium cost thereof.

4. Third Party Liability Insurance. Prior to use of the Field by any other authorized user, DCWYSO shall obtain a current and valid Certificate of Liability Insurance, meeting the coverage requirements set forth in paragraph 4 hereinabove, and listing DCWYSO and City as named insureds; alternatively, DCWYSO may add either user as a named insured on its policy. Any third-party independent contractor performing maintenance or repair on the Field shall also be required to deliver a valid certificate of liability insurance to DCWYSO meeting the above requirements.
5. Indemnity. DCWYSO shall indemnify, hold harmless, and defend City from and against, and City shall not be liable to DCWYSO on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind, including reasonable attorney's fees, asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with either (a) a failure by DCWYSO to perform any of the agreements, terms, or conditions of this Agreement required to be performed by DCWYSO; (b) a failure by DCWYSO to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; or (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Field, except as the same may be the result of the negligence of City, its employees, or agents.

City shall indemnify, hold harmless, and defend DCWYSO from and against, and DCWYSO shall not be liable to City on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind, including reasonable attorney's fees, asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with either (a) a failure by City to perform any of the agreements, terms, or conditions of this Agreement required to be performed by City; (b) a failure by City to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; or (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Field, except as the same may be the result of the negligence of DCWYSO, its employees, or agents.

6. DCWYSO Insurance. DCWYSO or any other authorized user shall not use or occupy the Field or any part thereof in any manner which could invalidate any policies of insurance now or hereafter placed on the Field or increase the risks covered by insurance on the Field or necessitate additional insurance premiums or policies of insurance, even if such use may be in furtherance of DCWYSO's purposes. In the event any policies of insurance are invalidated by acts or omissions of DCWYSO, City shall have the right to terminate this Agreement or, at City's option, to charge DCWYSO for extra insurance premiums required on the Field on account of the increased risk caused by DCWYSO's use and occupancy of the Field. Each party hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such policies; provided that this waiver shall apply only when permitted by the applicable policy of insurance.
7. City Insurance. City shall, during the term of this Agreement, procure and maintain all risk casualty insurance covering the permanent buildings and fixtures on the Field.
8. DCWYSO's Personal Property. DCWYSO has personal property, which is located and stored on the Field or the adjacent buildings leased by the Waterloo Valley Recreation Association, Inc. DCWYSO is solely responsible for maintaining, securing, and insuring such personal property.

9. Use of Parking Facilities. DCWYSO and any other authorized user, and their members, employees, and agents, along with players and members of the public attending baseball games at the Field shall have the nonexclusive right, in common with the City and other users of the City Park, to park vehicles in the parking areas adjacent to the Field, subject to such reasonable rules and regulations as the City may from time to time impose.
10. City Park Rules and Regulations. DCWYSO and any other authorized user shall comply with all rules and regulations applicable to the Valley City Park as City may establish from time to time provided that DCWYSO is notified in writing thereof.
11. City Obligations. City shall have the following obligations:
 - a. Mow, maintain and fertilize the outfield.
 - b. Maintain the parking areas adjacent to the Field.
 - c. Maintain the dugouts, bleachers and backstop.
 - d. Provide access to the restrooms located in the City Park.
 - e. Comply with the provisions of this Agreement.
12. DCWYSO's Obligations. DCWYSO shall have the following obligations:
 - a. Maintain and condition, the infield.
 - b. Perform all other maintenance and repairs on the Field and its appurtenances, not expressly assigned to City in paragraph 10. hereinabove.
 - c. Be responsible for all operations related to the Field, including the hiring of umpires or other personnel required to conduct baseball games and operate the concession stand, including obtaining any necessary permits or licenses.
 - d. Comply with the provisions of this agreement.
13. Assignment. DCWYSO shall not assign this Agreement or sublet the whole or any part of the Field, transfer this Agreement by operation of law or otherwise, or permit any other person except agents and employees of DCWYSO, the entities identified in paragraph 1 herein, or the players and public attending authorized baseball games or events to occupy the Field, or any part thereof, without the prior written consent of City.
14. Condition. DCWYSO shall, at all times, keep the Field in a neat and orderly condition. In the event that City believes DCWYSO is not performing the maintenance and/or

repairs it is required to perform under this Agreement then City may give DCWYSO written notice, specifying with particularity those items of maintenance and/or repair that need to be performed. DCWYSO shall have thirty (30) days after receipt of such notice to satisfactorily perform the specified items. In the event DCWYSO does not perform such maintenance and/or repair items within such thirty-day period then City may perform such items and DCWYSO shall reimburse City for the reasonable cost thereof.

15. Notice. Any notice or demands given hereunder shall be in writing and personally delivered or sent by first class mail postage prepaid to City at 203 N Spruce Street, Valley, Nebraska 68064 and also to DCWYSO at _____, Nebraska 68069 or at such other address as either party may from time to time designate in writing. Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or deposited in the United States mail in the manner prescribed herein.

16. Entire Agreement. This Agreement contains the entire agreement between the parties and may only be amended by subsequent written agreement.

Attest:

CITY OF VALLEY, NEBRASKA

Date

Date

Attest:

DC WEST YOUTH SPORTS
ORGANIZATION

Date

Date

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

Douglas County West Youth Sports Organization

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

PO Box 92, Valley, NE 68064

Retail Liquor License Address or Non-Profit Business Address

47-3182232

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only Event Date(s): 06/10/2023

Event Start Time(s): 4:00 PM

Event End Time(s): 10:00PM

Alternate Date: NA

Alternate Location Building & Address: NA

Event Building Name: Valley American Legion Post #58

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

Indoor area to be licensed in length & width: X

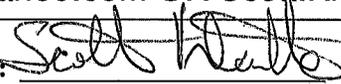
Outdoor area to be licensed in length & width: NA X NA (Diagram Form #109 must be attached)

Type of Event: Opening Day Fundraiser Estimate # of attendees: 200

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

Event Contact Name: Scott Klawitter Event Contact Phone Number: (402) 215-5492

Event Contact Email: sklawitt@yahoo.com OR Scott.Klawitter@hdrinc.com

*Signature Authorized Representative:  Printed Name Scott Klawitter

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

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: February 14, 2023

Second Reading: March 14, 2023

PASSED: _____

ATTEST:

CHERYL ECKERMAN, City Clerk
City of Valley, Nebraska

EXHIBIT "A"

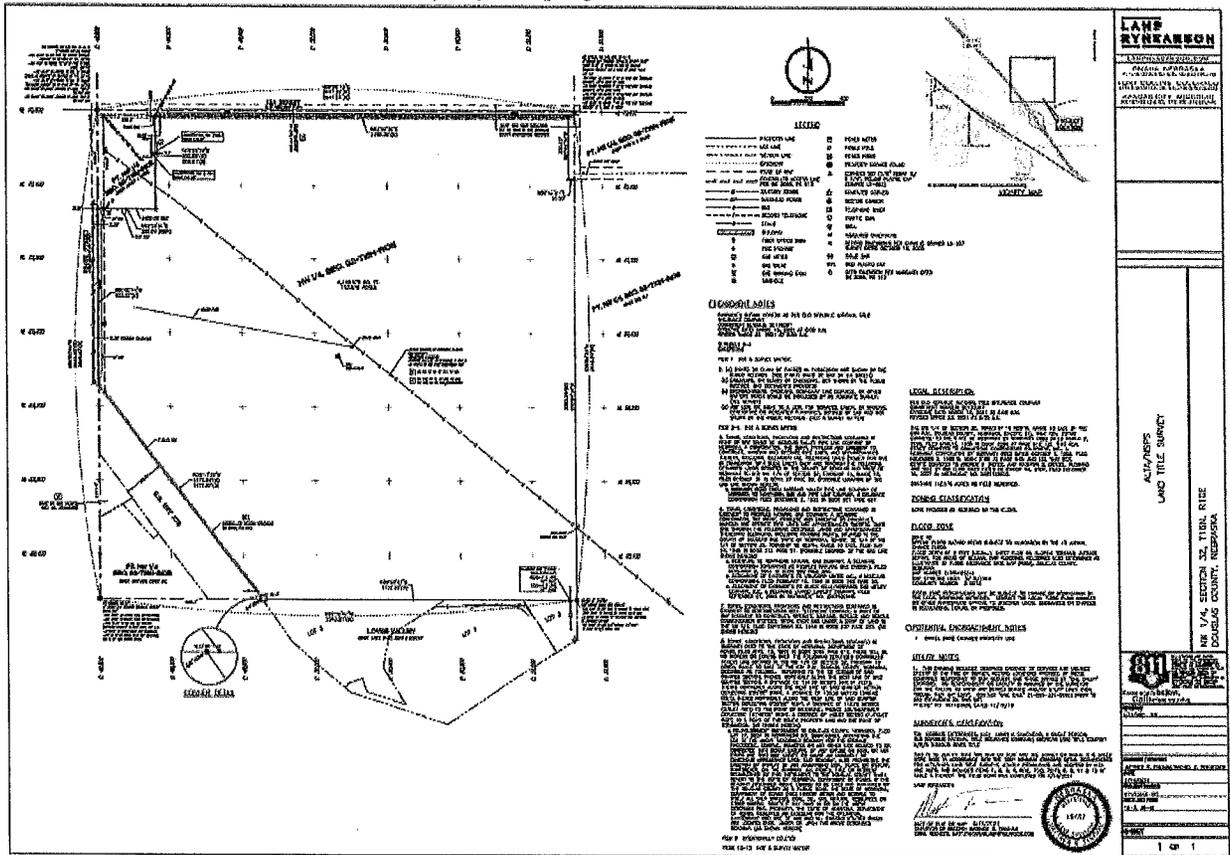
A total of approximately 117 acres, consisting of all of LANDS SEC-TWN-RGE 32-16-10 -EX IRREG S 627.82 N 1412.6 W533.76 E 572.66 FT & PT DESC WO 2090-372-S1654.25 N 1985.61 FT NE 1/4 89.92 AC and a portion of (approximately 27 acres) LANDS SEC-TWN-RGE 32-16-10 -EX E 43.8 FT & EX RD & PT OF IRREG 11.248 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 ¼

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 W325 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

Exhibit B

Property is highlighted



LAND BYRNESSON
 LAND SURVEYING & ENGINEERING
 1015 N. 10TH ST., SUITE 100
 OMAHA, NE 68102

ACRES
 LAND TITLE SURVEY

NE 1/4, SECTION 32, T18N, R12E
 DOUGLAS COUNTY, NEBRASKA

1 of 1

RESOLUTION 2023-13

WHEREAS, the City of Valley, Douglas County, Nebraska, proposes to enter into an interlocal agreement with the League Association of Risk Management for General liability, Damage, Destruction, Loss, Errors and omissions and Worker's compensation liability insurance; and

WHEREAS, the Valley City Council met in regular session on April 11th, 2023 and reviewed said agreement;

NOW, THEREFORE, BE IT RESOLVED THAT the Valley City Council authorizes Mayor Cindy Grove to execute said interlocal agreement with the League Association of Risk Management 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 11th DAY OF APRIL, 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



2023

Proposal

City of Valley

COVERAGE	LIMITS AND APPLICABLE DEDUCTIBLES	ESTIMATED / ANNUAL CONTRIBUTION
Workers' Compensation	<i>PART ONE</i> Statutory Limits <i>PART TWO</i> \$500,000 Bodily Injury by Accident (each accident) \$500,000 Bodily Injury by Disease (each employee) \$500,000 Bodily Injury by Disease (policy limit)	\$26,023
General Liability	\$5,000,000 Per Occurrence \$5,000,000 Annual Aggregate \$0 Standard Deductible Sewer Backup Included	\$12,293
Errors & Omissions Liability	\$5,000,000 Per Occurrence \$5,000,000 Annual Aggregate \$2,500 Deductible	\$2,714
Law Enforcement Liability	\$5,000,000 Per Occurrence \$5,000,000 Annual Aggregate \$2,500 Deductible	\$3,359
Automobile Liability	\$5,000,000 Combined Single Limit \$100,000 UM / UIM \$0 Standard Deductible	\$3,367
Automobile Physical Damage	Scheduled Per Occurrence Varies Comprehensive Deductible Varies Collision Deductible	\$6,161
Commercial Property	\$13,220,672 Total Insured Values \$2,500 Standard Deductible \$1,000 Contractors Equipment Crime Included See attached	\$39,525
* TOTAL ESTIMATED ANNUAL CONTRIBUTION:		\$93,442

ESTIMATED CONTRIBUTION CREDIT OPTIONS

180 Day Notice, 3-Year Commitment	180 Day Notice, 2-Year Commitment	180 Day Notice Only Commitment	90 Day Notice, 3-Year Commitment	90 Day Notice, 2-Year Commitment	90 Day Notice Only Commitment
5%	4%	2%	2%	1%	0%
\$93,442.00	\$94,425.60	\$96,392.80	\$96,392.80	\$97,376.40	\$98,360.00

* Your Total Estimated Annual Contribution renewal pricing is modeled on the 180 Day Notice, 3-Year Commitment option.



LARM Member Services

LARM sets itself apart from the rest of the industry with its member service and support. All the services below are provided at no cost. While most companies are reactive, responding to claims once they have happened, LARM proactively works with members to assist them with questions and issues as they arise. They work hard to not only take care of members at claim time, but also to prevent injuries and mitigate risk.

Lean on LARM Safety Grant

LARM offers a \$500 safety grant. This grant can be used for anything safety related, from safety vests and cones to stand-up desks. Members can receive this grant every year.

LARM Armor Program

LARM provide a \$700 Bullet Proof Vest grant to members that have a "mandatory wear" policy for patrol officers in their policy manual

Property Evaluation

When you join LARM, their property evaluation specialist will do an on-site review of all city property. As part of his review he will 1) make sure all city property is listed and covered, 2) be sure all property is valued properly, and 3) look for cost saving options like removing unused property or considering alternate valuation options. A property evaluation will be done every five years.

Coverage Analysis and Legal Review of Issues

LARM's staff regularly works with members to assist in the analysis of exposures. They will work with you to evaluate any liability and coverage issues as well as advise you on best practices to minimize exposure.

A few years ago, a member had some questions and concerns regarding nuisance property abatement and a volunteer group of concerned citizens. We met with their office staff and board to discuss the situation. LARM then provided an eight page legal memo outlining the coverage and legal issues of their situation. The memo was provided to the city attorney, saving the member legal fees, and we met with the board to review and discuss LARM's analysis. As agents, this is the type of service we greatly appreciate from LARM.

Annual Policy Review

We will do a complete review of your policy each year at renewal. The review will include all property, equipment and vehicle schedules and coverages, as well as a discussion about any new exposures, operations, or procedures.

Law Enforcement Training

LARM will provide state approved law enforcement training for each officer to meet the annual training requirements through the On-Line University that is owned and operated by Lexipol. The training is available 24/7 and can be completed in one-hour increments. This is available every year at no cost.

LARM maintains a database of current, Nebraska specific, law enforcement policies and procedures. Fred Wiebelhaus, Loss Control Manager and former Norfolk police officer, will assist your department with any training or policy questions or needs.

Contract Review

LARM will review contracts and agreements in order to mitigate liability and loss exposure.

Liability and Work Comp Site Reviews

LARM's Loss Control team will review current policies and procedures. They will also provide templates and assistance in drafting new policies and procedures. The review will include a prioritized list of recommendations to ensure compliance with state law as well as best practices on safety and liability issues.

Work Comp Accident Analysis

When a work comp claim occurs, the Loss Control Team will review the claim and provide analysis to help prevent similar future injuries.

On-line Library of Training Videos

LARM members have access to LARM's extensive library of over 2,000 safety training videos. The library covers a very wide range of topics, including fire, EMT and law enforcement training.

Nebraska Safety Council Membership

LARM purchases a membership with the Nebraska Safety Council for all LARM members.



Safety Grant



Since January 2018 over 150 members have applied for and received \$500 Lean on LARM Safety grant funds for items that included safety harnesses, traffic cones, safety apparel, eye protection, security cameras, AEDs, playground surfacing, body cameras, first aid kits, barricades, gas monitors, fire extinguishers and much more.

LARM members can submit an application for up to \$500 of Lean on LARM grant funds from October to September

Each applicant must be a LARM member at time of submission and issuance of grant funds. The Lean on LARM committee will review and select qualifying recipients of the grant. Items cannot be purchased until you have received notice that the grant has been approved.

For more information, contact Dave Bos at dave.bos@larmpool.org or 402-853-1055, Fred Wiebelhaus at fred.wiebelhaus@larmpool.org or 402-440-9129 or Diane Becker at diane.becker@larmpool.org or 402-314-6827.

Apply online at
www.larmpool.org/leanonlarm.html

The League Association of Risk Management (LARM) is now offering funds towards the purchase of a bullet proof vest for LARM member police departments.

The LARM Armor program will provide \$700 towards an approved vest for qualifying members.

A requirement of being awarded funds for this program would be that the LARM member police department be required to show they have in place a "mandatory wear" policy for their patrol officers. LARM has a model policy available for members at www.larmpool.org/larmarmor.html.

The online application must be submitted and approved before the bullet proof vest can be purchased. A mandatory wear policy must be emailed to dave.bos@larmpool.org prior to approval. Once approved, the member can purchase a vest and submit a receipt to LARM for reimbursement for up to \$700 for its purchase.

Deadline for submitting the LARM Armor application is September 15, 2020.

If you have any questions about the program please contact Dave Bos at dave.bos@larmpool.org or 402-853-1055, Fred Wiebelhaus at fred.wiebelhaus@larmpool.org or 402-440-9129 or Diane Becker at diane.becker@larmpool.org or 402-314-6827.

[www.larmpool.org/
larmarmor.html](http://www.larmpool.org/larmarmor.html)



LARM ARMOR

LARM MEMBERS AS OF MARCH 7, 2023

City of Ainsworth
Village of Alda
Village of Allen
Village of Anselmo
Village of Ansley
City of Arapahoe
Village of Arcadia
Village of Arlington
Village of Ashton
City of Atkinson
City of Auburn
Auburn Board of Public Works
Village of Bancroft
City of Bassett
City of Bayard
City of Beaver City
Village of Beaver Crossing
Village of Benedict
City of Benkelman
Village of Berwyn
City of Blair
Village of Broadwater
Village of Brock
Village of Brownville
Village of Brule
Village of Burr
Village of Butte
Village of Callaway
Village of Cedar Bluffs
Village of Cedar Creek
Central Rural Fire Protection Dist
City of Chadron
Village of Chester
City of Clarkson
City of Clay Center
City of Columbus
Village of Comstock
Village of Cook
Village of Cotesfield
City of Crete
City of Curtis
Village of Dalton

Village of Dannebrog
City of David City
Village of DeWeese
City of Edgar
Village of Edison
Village of Elba
Village of Elm Creek
Village of Elyria
Village of Emerson
Village of Eustis
Fairfield Rural Fire Protection
District
Village of Farnam
Village of Firth
City of Franklin
City of Fremont
Village of Funk
City of Genoa
City of Gering
City of Gibbon
Village of Glenvil
City of Gothenburg
Village of Greeley
Village of Guide Rock
Guide Rock RFD
Village of Gurley
Village of Haigler
Village of Halsey
City of Harvard & Harvard RFD
Village of Hazard
Village of Hemingford
City of Henderson
Village of Hendley
Village of Henry
Village of Herman
Village of Hershey
City of Hickman
Village of Holbrook
City of Holdrege
Village of Hoskins
Hoskins RFD
Village of Howells

LARM MEMBERS AS OF MARCH 7, 2023

City of Humboldt
Humboldt Fire & RFD
City of Imperial
City of Indianola, Indianola RFD &
VFD
Village of Inglewood
Village of Jansen
Village of Johnstown
Village of Julian
KBR Solid Waste Committee
Village of Lawrence
Village of Leigh
Village of Lewellen
Village of Litchfield
Village of Lodgepole
Village of Long Pine
City of Louisville
Loup Central Landfill
Lower Republican NRD
Village of Lyman
Madison County RTSD
Village of Malcolm
Village of Malmo
Village of Manley
Village of Marquette
Village of Martinsburg
Village of Mason City
Village of Maxwell
Village of McGrew
Village of Meadow Grove
Village of Merna
Village of Miller
Village of Monroe
Village of Moorefield
Village of Morrill
Village of Mullen
Village of Murray
City of Neligh
City of Nelson
Nelson Rural Fire District
Village of Nenzel
Village of Newcastle

City of Norfolk
Village of North Loup
City of North Platte
Northeast Nebraska Economic
Development District
Northeast Nebraska Solid Waste
Coalition
City of Oakland
Village of Oconto
Village of Orleans
City of Oshkosh
Village of Otoe
Village of Oxford
Oxford Rural Fire District
City of Pawnee City
Village of Paxton
Village of Pilger
Village of Platte Center
City of Ralston
City of Randolph
Village of Roca
City of St. Paul
St. Paul Rural Fire District
SID #1 - Butler County
SID #6 - Dodge County

SID #7 - Platte County

SID #23 - Sarpy County
SID #29 - Sarpy County
SID #65 - Sarpy County
SID #79 - Sarpy County
SID #158 - Sarpy County
SID #237 - Sarpy County
SID #274 – Sarpy County
SID #299 - Sarpy County
SID #331 - Sarpy County
SID #333 - Sarpy County
SID #341 - Sarpy County
City of Sargent
Sargent RFD
Village of Scotia
City of Scottsbluff
Sheep Creek & Farmers RFD

Village of Shelton
Village of Shickley
Village of Silver Creek
Solid Waste Agency of Northwest
Nebraska (SWANN)
Springbank Township
Village of Stamford
Village of Stapleton
Village of Steele City
Village of Stratton
Village of Stuart
Village of Sumner
Village of Sutherland
City of Syracuse
Village of Table Rock
Village of Taylor
City of Terrytown
Village of Trenton
Village of Uehling
Village of Union
Village of Utica
City of Valentine
Victoria Township
City of Wahoo
Village of Walthill
Village of Wausa
City of Waverly
Village of Wilcox
Village of Winnebago
City of Wisner
Village of Wolbach
Village of Wood Lake
City of Wymore

**AGREEMENT FOR THE ESTABLISHMENT AND OPERATION
OF THE
LEAGUE ASSOCIATION OF RISK MANAGEMENT**

**UNDER THE
INTERGOVERNMENTAL RISK MANAGEMENT ACT
AND THE INTERLOCAL COOPERATION ACT
STATE OF NEBRASKA**

1. Parties. The parties to this Agreement are the Nebraska public agencies that are signatories hereto.
2. Recitals. This Agreement is based upon certain understandings and in furtherance of certain purposes, as follows:
 - 2.1. Nebraska law permits two or more public agencies to make and execute an agreement providing for joint and cooperative action in accordance with the Intergovernmental Risk Management Act to form, become members of, and operate a risk management pool for the purpose of providing to members risk management services and insurance coverages in the form of group self-insurance or standard insurance, including any combination of group self-insurance and standard insurance, to protect members against losses arising from any of the following:
 - a. General liability
 - b. Damage, destruction, or loss of real or personal property, including, but not limited to, loss of use or occupancy, and loss of income or extra expense resulting from loss of use or occupancy;
 - c. Errors and omissions liability; and
 - d. Workers' compensation liability.
 - 2.2. The signatories hereto have determined that there is a need to establish and operate a risk management pool to provide some or all the types of service and coverages identified in Section 2.1.
3. Definitions.
 - 3.1. Act shall mean the Intergovernmental Risk Management Act, *Neb. Rev. Stat.* Sections 44-4301 et seq., and all amendments thereto.
 - 3.2. Administrator shall mean the Executive Director of the League of Nebraska Municipalities.
 - 3.3. Agreement shall mean this agreement for the establishment and operation of LARM and any addenda, extensions or amendments hereto.
 - 3.4. Board shall mean the Board of Directors of the League Association of Risk Management.
 - 3.5. Bylaws shall mean the bylaws established and approved under this agreement governing the operation of LARM.
 - 3.6. Director shall mean the State of Nebraska Director of Insurance.
 - 3.7. Errors and omissions liability shall mean liability to which a member of a governing body of a public agency may be subject in an individual capacity by reason of any error, misstatement,

misleading statement, act, omission, neglect of duty, or breach of duty, including misfeasance or nonfeasance in the performance of duties of the public agency.

- 3.8. Former member shall mean a member of LARM after its participation has terminated either voluntarily or involuntarily. A member is only a former member with regard to any terminated period of participation. A member may be a participating member for one period of participation, and a former member for a previous or subsequent period of participation.
- 3.9. General liability shall mean any liability other than workers' compensation liability, to which a public agency may be subject (a) directly, (b) by reason of liability arising out of an act or omission of its employee, agent or officer in the course and scope of employment, (c) by reason of liability arising out of an act or omission of its student in the course and scope of education or training, or (d) by reason of liability it has assumed by contract. It includes, but is not limited to, liability commonly protected against by casualty insurance, general liability insurance, professional liability insurance, automobile insurance, motor vehicle insurance, and surety and fidelity insurance.
- 3.10. Group self-insurance shall mean the pooling of public money by a risk management pool from contributions by its members for the purpose of payment of losses incurred by members which are protected against by the pool.
- 3.11. League shall mean the League of Nebraska Municipalities.
- 3.12. League Association of Risk Management or LARM shall mean the risk management pool established and operated under this agreement
- 3.13. Member, in the context of a member of LARM, shall mean any municipality or other public agency whose application for membership has been approved by the Board and that has lawfully entered into this agreement.
- 3.14. Coverage Document shall mean the extension to this agreement, provided for in Section 7.1.
- 3.15. Participating member or participant shall mean a member of LARM for that period of time from its admittance into this agreement until that member's participation is terminated either voluntarily or involuntarily.
- 3.16. Public agency shall mean any county, city, village, school district, public power district, rural fire district, or other political subdivision of the State of Nebraska, the State of Nebraska, the University of Nebraska, and any corporation whose primary function is to act as an instrumentality or agency of the State of Nebraska.
- 3.17. Risk management pool shall mean an association formed by two or more public agencies by an agreement pursuant to the Intergovernmental Risk Management Act providing for joint and cooperative action in the use of their financial or administrative resources in order to accomplish any of the public and governmental purposes authorized by the Act.

- 3.18. Standard insurance shall mean any policy of insurance issued by a company licensed to transact insurance business in the State of Nebraska for any policy of insurance issued in accordance with the requirements for a lawful surplus lines insurance transaction.
- 3.19. Workers' compensation liability shall mean liability to which a public agency may be subject as an employer under the Nebraska Workers' Compensation Act.
4. Establishment. The undersigned public agencies hereby jointly and cooperatively establish a risk management pool under the provisions of the Act with all the rights, powers and privileges vested in and conferred upon such a pool under the laws of the State of Nebraska. The name of the pool shall be the League Association of Risk Management.
5. Purpose. The purpose of this agreement is to establish and operate a pool as provided in Section 2.1.
6. Powers. In order to carry out this purpose, LARM shall exercise and enjoy all the powers, privileges and authority exercised or capable of exercise by a pool created pursuant to the Act, including, but not limited to, the power to issue bonds or other obligations on behalf of public agencies or to otherwise assist in the issuance by such public agencies of such obligations; provided, however, that nothing herein shall prevent any of the parties hereto from separately exercising any such powers, privileges or authority.
7. Financial Plan. The Board shall establish and maintain a Financial Plan in accordance with the Act, including each of the following.
- 7.1. Coverage Document. The Board shall establish and maintain a Coverage Document which shall set forth:
- 7.1.1. the types of coverage to be offered by LARM in the form of group self-insurance;
 - 7.1.2. applicable deductible levels;
 - 7.1.3. maximum levels of claims which LARM will self-insure; and
 - 7.1.4. guidelines to assist members in identifying what losses are covered, what losses are excluded from coverage, and any other terms and conditions under which group self-insurance coverage is provided, limited or excluded.
- Any change to the Coverage Document shall be adopted by a majority vote of the Board and such change shall be filed with the Director at least thirty (30) days in advance of the effective date of change.
- 7.2. Cash Reserves. The Board shall review appropriate actuarial analyses and shall establish and maintain an amount of cash reserves to be set aside for the payment of claims.
- 7.3. Standard Insurance. The Board shall establish and approve the amount of standard insurance to be purchased by LARM to provide coverage over and above the claims which are not to be satisfied directly from LARM's resources.
- 7.4. Excess Insurance. The Board shall establish and approve the amount of aggregate excess insurance coverage and specific excess insurance coverage to be purchased in a given fiscal period.

8. Plan of Management. The Board shall establish and maintain a Plan of Management in accordance with the Act, including each of the following.
 - 8.1. Board of Directors. The governing authority of LARM shall be a Board of Directors consisting of elected or appointed officials or employees of participating members. The initial Board shall consist of nine persons, but the number may be increased by the Board up to fifteen persons to maintain appropriate size and geographic representation as the number of LARM members increases. A vacancy on the Board shall be filled by a majority vote of the Board upon recommendation made by the Administrator. The person appointed to fill a vacancy shall serve for the remainder of the term of the vacating director.
 - 8.1.1. The President of the League and the Administrator shall be non-voting ex officio members of the Board of Directors.
 - 8.1.2. The ex officio members of the Board shall be in addition to the elected and appointed members of the Board, and shall not be counted for purposes of a quorum.
 - 8.1.3. Each elected or appointed Board member shall be entitled to one vote in all matters that come before the Board.
 - 8.1.4. Board election procedures shall be as follows;
 - 8.1.4.1. A nominating committee shall recommend candidates for the Board to the members. The nominating committee shall consist of the chairperson of the Board, an individual from a participating member selected by the Board and the Administrator. Additional nominations shall be requested from participating members at the meeting.
 - 8.1.4.2. Each participating member may cast one vote for each of the open Board positions.
 - 8.1.5. Members of the Board of Directors shall serve staggered terms of three years to promote stability and continuity.
 - 8.1.6. The terms of office of the members of the Board of Directors shall commence January 1st of the first year of the term and conclude on December 31st of the last year of the term.
 - 8.1.7. Term Limit. The Board of Directors service shall be restricted to two consecutive three-year terms to assure that all LARM members have opportunity for representation as Board members. Any LARM member that has previously been represented on the LARM Board of Directors may be eligible again for future service following at least one three-year interval of non-Board service following the term limit restriction when the member is not represented on the Board.
 - 8.2. Group Self-Insurance Funding. Costs associated with the group self-insurance operations of LARM shall be financed through the annual and supplementary contributions paid by the participating members, through the income earned from the investment of LARM funds by the Board, and through any other monies which may be lawfully received by LARM and made part of LARM's assets.
 - 8.2.1. All annual contributions shall be computed and established by the Board based on actuarial evaluations, rating plans, and other analyses of the amounts necessary for the payment of

claims and losses, the payment of premiums for insurance and excess insurance or reinsurance, the establishment and maintenance of reasonable reserves and the payment of any and all expenses of LARM reasonably and lawfully incurred.

- 8.2.2. The amount of the annual contribution to be paid by each participating member shall be established by the Board to ensure the equitable distribution of costs among participating members based on each member's proportionate risk of loss, limit of coverage, loss experience and loss control efforts. Participating members may elect, by resolution: a) a 3 year commitment, to provide written notice of termination at least 180 days prior to the desired termination date for a 5% discount; b) a 2 year commitment, to provide written notice of termination at least 180 days prior to the desired termination date for a 4% discount; c) to provide written notice of termination at least 180 days prior to the desired termination date for a 2% discount; d) a 3 year commitment, to provide written notice of termination at least 90 days prior to the desired termination date for a 2% discount; e) a 2 year commitment, to provide written notice of termination at least 90 days prior to the desired termination date for a 1% discount; f) to provide written notice of termination at least 90 days prior to the desired termination date.
- 8.2.3. The Board shall file with the Director and certify to each participating member the amount of any annual contribution at least thirty (30) days in advance of the due date. Each participating member shall timely pay all annual and supplementary contributions established by the Board.
- 8.2.4. Supplemental contributions based on changes to a member's exposure during a fiscal year for which such member's annual contribution has already been calculated shall be charged at the same rate used to calculate the annual contribution for that fiscal year.
- 8.2.5. All contributions paid by the participating members shall be deemed earned by LARM when received, and any refund or return of contributions shall be subject to minimum contribution amounts, penalties, fees or other limitations established by the Board.
- 8.3. Loss Reserves. LARM shall maintain funds adequate to pay claims, establish cash reserves and establish reserves for claims that have been incurred but not yet reported.
- 8.4. Surplus. LARM shall also maintain surplus deemed appropriate by the Board, which shall meet any minimum surplus level required under the Act or regulations adopted thereunder.
- 8.5. Assessments for Deficiencies. If in the opinion of the Board or the Director the assets of LARM are at any time insufficient to enable LARM to discharge its liabilities and other obligations and to maintain adequate reserves and surpluses in accordance with reasonable determinations by the Director, LARM shall make up the deficiency or the Director shall order LARM to levy an assessment upon its members in an amount necessary to make up the deficiency to be paid by each member which participated in LARM during any part of the fiscal year to which the deficit is assignable.

- 8.5.1. Assessments shall be computed and established by the Board in the same proportion that the annual contribution of the individual member bears to the total annual contributions of all members in the year in which such deficit occurs.
- 8.5.2. All assessments shall be due and payable by each member when notice of the assessment is received and shall be delinquent thirty (30) days thereafter.
- 8.6. Calculation and Distribution of LARM Surplus Assets. Subject to the limitations imposed in this section and elsewhere in this Agreement, the Board may make periodic distributions of surplus assets.
- 8.6.1. The Board shall have the authority to decide when the distribution of surplus assets is to be made, the fiscal year(s) to which the distribution is applicable, the amount to be distributed, and the basis for the distribution.
- 8.6.2. Participating members shall be eligible to receive distributions of surplus assets during the period(s) for which they were participating members, but only in accordance with the provisions of the Agreement and the formula for the distribution of surplus assets adopted by the Board.
- 8.6.3. No distribution of surplus assets shall be made sooner than three (3) years from the inception of LARM. No surplus assets attributable to any fiscal year shall be distributed sooner than twelve (12) months after the end of that fiscal year. No distribution of surplus assets shall be distributed without prior approval of the Director, as set forth in the Act.
- 8.6.4. The distributable surplus assets for any fiscal year shall be those assets remaining after:
- a. Payment has been made for all claims, losses and expenses due and payable;
 - b. Reasonable reserves have been established for claims previously occurring and reported and expenses associated therewith;
 - c. Reasonable reserves have been established for claims incurred, but not reported, and expenses associated therewith; and
 - d. Reasonable reserves have been established for future adverse loss deviation and expenses associated therewith.
- 8.6.5. The Board shall calculate each participating member's proportionate share of surplus assets in accordance with a formula adopted by the Board. The formula shall be structured so as to support and foster the purposes and objectives for which LARM was created, including, but not limited to: individual loss experiences; individual member contributions relative to total contributions; the duration of LARM participation; and the overall loss experience of LARM. The formula adopted by the Board may provide that a failure to comply with risk management standards or recommendations, or that the existence of a specified loss-to-contributions ratio, shall disqualify a member from receiving all or a specified portion of the member's proportionate share of surplus assets.

- 8.6.6. A former member may be entitled to receive a share of a distribution of surplus assets calculated for the period for which they were a participating member under the formula and criteria adopted by the Board.
- 8.6.7. Any participating member may elect to have the distribution of its proportionate share of surplus assets applied as a credit against future annual or supplementary contributions or assessments.
- 8.7. Dissolution of LARM. LARM shall be dissolved upon the first to occur of the following;
- a. When less than two public agencies are participating in LARM; or
 - b. such time as the Board determines that the number of participating members and/or the size of the annual contribution is too small to adequately indemnify against the risks specified in the Memorandum of Coverage.
- 8.7.1. Any dissolution pursuant to Section 8.7(b) shall not be effective until the Board has given each participating member at least ninety (90) days written notice of such dissolution.
- 8.7.2. Upon dissolution of LARM, adequate provision shall be made for all pending and anticipated claims.
- 8.7.3. The Board shall submit a written request to the Director for approval of the plan to dissolve LARM as provided by the Act. After the Director approves the application for voluntary dissolution, LARM shall, within thirty (30) days after such approval, place the matter before the members for a vote.
- 8.8. Distribution of Surplus at Dissolution. At the dissolution of LARM's existence, any surplus funds over and above those necessary to pay or reserve against the expenses and liabilities of LARM shall vest in and be distributed among the participating and former members. Such distribution shall be allocated among participating and former members in proportion to the contributions made by each member.
- 8.9. New Members. All public agencies are eligible to make application and become members of LARM in the following manner:
- 8.9.1. The applicant public agency must provide such loss history, exposure information, and other information as is required by the Board;
 - 8.9.2. Public agencies making application after the initial effective date of this Agreement may be required by the Board to pay an application fee;
 - 8.9.3. The public agency must enter into this Agreement by resolution passed by its governing body;
 - 8.9.4. An applicant that is a municipality, sanitary and improvement districts, public power agencies, and such other public agencies of the State of Nebraska must be approved by the League; and
 - 8.9.5. The Board, in its sole discretion, shall accept or reject each application. The Board may authorize the Administrator to accept applications.

8.9.6. A public agency shall become a member of LARM on the later to occur of the following:

- a) The approval of the application of the such public agency by the Board; and
- b) The due execution of this Agreement.

8.10. Voluntary Termination of a Member. A member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and to the Director at least ninety (90) days prior to the desired termination date. Members may agree to extend the required termination notice beyond ninety (90) days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM. The Board may approve of a plan to provide contribution credits for members extending their required termination notice beyond ninety (90) days. Such termination shall not be effective until approved by the Director as provided by the Act.

8.11. Involuntary Termination of a Member. A member may be involuntarily terminated as a participating member of LARM if the Director finds, after due notice and hearing, that:

- a) The member has failed to pay any contribution or assessment to LARM;
- b) The member has failed to discharge any other obligation it owes to LARM; or
- c) The member has failed to comply with the laws of the state, rules of the Department of Insurance or bylaws of LARM.

Such hearing may be initiated by the Director on his or her own initiative, or at the request of the Board.

8.12. Effect of Termination on Obligations to LARM. A former member shall remain liable for any costs and obligations incurred by LARM while the public agency was a participant, and for any contractual obligation the public agency has entered into with LARM on or before the date of termination, as provided by the Act.

8.13. Funds and Reserves by Exposure Area. The Board shall review appropriate actuarial analyses to identify appropriate funds and reserves by exposure area.

8.14. Payment of Claims. The Board shall ensure that all claims covered by the Memorandum of Coverage are paid promptly.

8.15. No Private Benefit. No part of the net earnings or assets of LARM shall inure to the benefit of any private person.

8.16. Loss Control Program. The Board shall approve a system or program of controlling member losses.

8.17. Powers of the Board. In addition to other powers granted under this agreement, the Board shall have the power to:

- 8.17.1. Sit as a quasi-judicial body to hear and make determinations regarding any members dispute regarding the interpretation, intent, coverage, limitations, or exclusions of the Memorandum of Coverage;

- 8.17.2. Take all necessary precautions to safeguard the assets of LARM; and exercise fiduciary duties concerning those assets and the overall operations of LARM
 - 8.17.3. Make and enter into any and all contracts, leases, and agreements necessary or desirable to carry out any of the powers granted or duties imposed under this Agreement or any applicable law or regulation;
 - 8.17.4. Establish the duties and responsibilities of the Administrator;
 - 8.17.5. Sue and be sued, make contracts, hold and dispose of real and personal property, borrow money, contract debt, and pledge LARM assets in the name of LARM; and
 - 8.17.6. Exercise such other powers as are necessary for the proper operation of LARM to carry out the terms of this Agreement and to comply with the Act, rules and regulations adopted under the Act, and any other State or Federal laws, rules or regulations, and the LARM Bylaws.
- 8.18. Bylaws and Rules of Operation. The Board may make bylaws pertaining to the exercise of its purpose and powers. The Board may, from time to time, revise the bylaws. The Board may also from time to time adopt policies, rules and procedures for the administration and operation of LARM, by majority vote of the Board, so long as such policies, rules, and procedures are not inconsistent with this Agreement or the bylaws. No provisions of the bylaws, policies, rules or procedures shall be inconsistent with the Agreement or the Act.
9. Financial Reports. Financial reports shall be prepared on a statutory basis as required by the Department of Insurance.
 10. Banking Relationships. LARM shall establish bank accounts necessary to carry out the terms and meet the operational needs of this Agreement. Controls shall be established and funds shall be invested so that LARM is managed in a conservative and prudent manner.
 11. Financial Records. The Board shall maintain complete financial records for each type of coverage as required by the Act.
 12. Inspections. LARM and its representatives shall be permitted, but shall not be obligated, to inspect a member's properties and operations at any time. Neither LARM's right to make inspections nor the making thereof shall constitute an undertaking on behalf of or for the benefit of a public agency or others to determine or warrant that such property or operations are safe or are in compliance with any law, rule or regulation.
 13. Member Examinations and Audits. LARM may examine and audit the member's records at any time during the period this Agreement is in effect, and during any extensions hereof, and within three years after such member is no longer a participating member of LARM, insofar as the records may relate to the subject matter of this Agreement.
 14. LARM Financial Audit. LARM shall be audited periodically at the expense of LARM by a certified public accountant. A copy of the report shall be submitted to the governing body of each participating member for the period audited.

15. Professional Services. The Administrator may retain the services of such legal counsel, actuaries, auditors, engineers, service providers, consultants and other advisors as it deems necessary to carry out the business and purpose of LARM.
16. Place of Business. The principal place of business for LARM shall be 1335 L Street, Lincoln, Nebraska 68508. Notice provided via United States Postal Service by a member to LARM at this address shall be considered proper notice to LARM and all participating members of LARM. The Administrator may employ necessary staff and may purchase, lease, or rent real or personal property in order to carry out the business and purpose of LARM.
17. Conformity with Law. In the event any term or provision of this Agreement is in conflict with the laws and statutes of the State of Nebraska as they now exist or are hereafter amended, this Agreement shall be automatically deemed amended to conform to such laws and statutes.
18. Fiscal Year. LARM's fiscal year shall begin on October 1 of each year and end on September 30 of the following year.
19. Liability. No member in LARM shall, by reason of this Agreement, have any liability for claims brought by third parties against any other member other than the obligation to contribute certain funds to LARM as expressly provided herein. The liability for any claim against a member shall remain the sole and exclusive liability of the member. The obligation of LARM is to indemnify the member against such loss as provided in the Coverage Document to the extent and under the conditions contained therein.
20. Termination of the Agreement. This Agreement shall terminate upon the occurrence of all of the following events:
 - a. LARM has dissolved pursuant to Section 8.7;
 - b. All amounts owed by the members have been paid in full; and
 - c. All amounts owed for claims and other expenses have been paid in full.
21. Execution in Counterpart. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth in the attached Resolutions and acknowledged below.

Signature: _____

Title: _____

Name of Public Agency: _____

Date: _____

League Association of Risk Management 2023-24 New Resolution

RESOLUTION NO. 2023-12

WHEREAS, The City of Valley, Nebraska is a member of the League Association of Risk Management (LARM);

WHEREAS, section 8.10 of the Interlocal Agreement for the Establishment and Operation of the League Association of Risk Management provides that a member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and the Nebraska Director of Insurance at least 90 days prior to the desired termination given to and that members may agree to extend the required termination notice beyond 90 days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM; and

WHEREAS, the Board of Directors of LARM has adopted a plan to provide contribution credits in consideration of certain agreements by members of LARM as provided in the attached letter.

BE IT RESOLVED that the governing body of The City of Valley, Nebraska, in consideration of the contribution credits provided under the LARM Board's plan, agrees to:

Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2026. **(180 day and 3 year commitment; 5% discount)**

Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2025. **(180 day and 2 year commitment; 4% discount)**

Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2024. **(180 day notice only; 2% discount)**

Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2026. **(90 day notice and 3 year commitment only; 2% discount)**

Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2025. **(2 year commitment only; 1%)**

Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2024. **(90 day Notice only)**

DATED THIS 11th DAY OF APRIL 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

Please email (customerservice@LARMpool.org) or fax (402.476.4089) the completed resolution to LARM.

RESOLUTION 2023-13

WHEREAS, the City of Valley, Douglas County, Nebraska, proposes to enter into an interlocal agreement with the League Association of Risk Management for General liability, Damage, Destruction, Loss, Errors and omissions and Worker's compensation liability insurance; and

WHEREAS, the Valley City Council met in regular session on April 11th, 2023 and reviewed said agreement;

NOW, THEREFORE, BE IT RESOLVED THAT the Valley City Council authorizes Mayor Cindy Grove to execute said interlocal agreement with the League Association of Risk Management 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 11th DAY OF APRIL, 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

RESOLUTION NO. 2023-16

WHEREAS, on March 21, 2023, the City of Valley Planning Commission met pursuant to Statutory Public Notice and considered the following preliminary and final plat:

Nachreiner Addition

WHEREAS, said Planning Board recommended approval of said preliminary and final plat.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Valley, Douglas County, Nebraska, that it hereby approves the preliminary and final plat of **Nachreiner Addition**, Lot 1 and Outlot A, Being a replatting of Lots 1 and 2 B&S Acres, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, together with that part of the northwest quarter of Section 31, 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 as "**Exhibit A**" and made a part hereof by reference.

DATED this 11th day of April 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

NACHREINER ADDITION

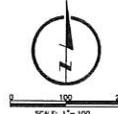
LOT 1 AND OUTLOT A, BEING A RELAYING OF LOTS 1 AND 2, 8.65 ACRES, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, TOGETHER WITH THAT PART OF THE NORTHWEST QUARTER Q16 SECTION 31, TOWNSHIP 16 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA

LOCATED IN:
NW 1/4, NW 1/4, SEC. 31-T16N-R10E



**LAMP
RYNEARSON**

LAMPRYNEARSON.COM
OMAHA, NEBRASKA
14710 W. DOUGLASS ROAD, SUITE 100 (602)462-2406
FORT COLLINS, COLORADO
4715 HUNTINGTON DR., STE. 100 (970)222-0247
KANSAS CITY, MISSOURI
8001 STATE LINE RD., STE. 200 (816)361-2400



SCALE: 1"=100 U.S. SURVEY FEET

LEGEND

—	BOUNDARY LINE	○	STREET LIGHT
---	LOT LINE	□	MALIBU
- - -	EXISTING LOT LINE	⌵	POWER POLE
- - -	SECTION LINE	⊙	FLOW MARKER
▨	WETLANDS	⊖	SOIL CLEANOUT
—	ST	○	SIGN
—	STORM SEWER	○	STOP SIGN
—	OVERHEAD POWER	○	STORM PIPE END
—	ELECTRIC	○	TELEPHONE PEDESTAL
—	NORthern NATURAL GAS LINE	○	TELEPHONE WARNING SIGN
—	RECORD WATER	○	TREE DECIDUOUS
—	RECORD SANITARY SEWER	○	TREE UNIDENTIFIED MANHOLE
—	FENCE	○	UNIDENTIFIED PEDESTAL
—	GRAVEL HAIL	○	WATER CURB STOP
—	GRAVEL AND DRIFT EDGE	○	WATER VALVE
—	VEGETATION LINE	○	WELL
○	AC UNIT	○	YARD HYDRANT
○	BOLLARDS	○	MONUMENT FOUND
○	BORE HOLE	△	MONUMENT SET (5/8" REBAR W/ 1 1/4" NYC STAMPED LS-092)
○	BUSH	△	SECTION CORNER
○	CABLE PEDESTAL	(M)	WEATHERED DIMENSION
○	CABLE PULLBOX	RB	REBAR
○	CABLE WARNING SIGN	FLS	FLARED END SECTION
○	COLUMN SQUARE	FF	FRESH FLOOR
○	CONDENSING TREE	IE	INVERT ELEVATION
○	CONTROL POINT	MH	MANHOLE
○	DECIDUOUS TREE	FL	FLOWLINE
○	ELECTRIC METER	CMP	CORRUGATED METAL PIPE
○	ELECTRIC PEDESTAL	ROP	REINFORCED CONCRETE PIPE
○	ELECTRIC TRANSFORMER	OTF	OPEN TOP PIPE
○	ELECTRIC VAULT	PT	PINKED TOP PIPE
○	FLARED END SECTION	RVC	RED PLASTIC CAP
○	FIBER OPTIC PULLBOX	GPC	GREEN PLASTIC CAP
○	FIBER OPTIC WARNING SIGN	OPC	ORANGE PLASTIC CAP
○	FIRE HYDRANT	YPC	YELLOW PLASTIC CAP
○	GAS METER	NYC	NYC
○	ELECTRIC PEDESTAL	CONC	CONCRETE
○	ELECTRIC TRANSFORMER	ASPH	ASPHALT
○	ELECTRIC VAULT	CONC	CONCRETE
○	FLARED END SECTION	ASPH	ASPHALT
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○	FIBER OPTIC PULLBOX	CONC	CONCRETE
○	FIBER OPTIC WARNING SIGN	ASPH	ASPHALT
○	FIRE HYDRANT	CONC	CONCRETE
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ORDINANCE NO. 788

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: THAT THE FOLLOWING DESCRIBED REAL PROPERTY BE REZONED FROM C-3 HIGHWAY COMMERCIAL AND R-2 MED-HIGH DENSITY RESIDENTIAL TO C-3 HIGHWAY COMMERCIAL:

LOT 1 AND OUTLOT A, NACHREINER ADDITION, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY

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 THE 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:

THAT THE FOLLOWING DESCRIBED REAL PROPERTY IS HEREBY REZONED FROM C-3 HIGHWAY COMMERCIAL AND R-2 MED-HIGH DENSITY RESIDENTIAL TO C-3 HIGHWAY COMMERCIAL:

LOT 1 AND OUTLOT A, NACHREINER ADDITION, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY

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 11th day of April 2023.

CITY OF VALLEY, DOUGLAS COUNTY,
NEBRASKA

CINDY GROVE, MAYOR

ATTEST:

CHERYL K. ECKERMAN, CITY CLERK

RESOLUTION NO. 2023-14

WHEREAS, the City of Valley, Nebraska, proposes to enter into a Subdivision Agreement with Still Water LLC (Nachreiner Addition); and

WHEREAS, the proposed Subdivision Agreement with Still Water LLC (Nachreiner Addition) has been submitted; and

WHEREAS, the Valley City Council met in regular session on April 11, 2023 and reviewed said Subdivision Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Valley City Council authorizes Mayor Cindy Grove to execute the Subdivision Agreement with Still Water LLC (Nachreiner Addition) on behalf of the City of Valley, copies of which are marked as "Exhibit A" and attached hereto and made a part hereof by reference.

DATED this 11th day of April 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

**SUBDIVISION AGREEMENT
NACHREINER ADDITION**

THIS AGREEMENT made and entered this ____ day of April 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"). This Subdivision Agreement applies only to the real property described on **Exhibit "A"**, attached hereto and incorporated herein by this reference, containing approximately 11.642 acres (the "Area to be Developed"). At such time as a Final Plat is approved subdividing the Area to be Developed into Lot 1 and Outlot "A", 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 an industrial subdivision to be known as Nachreiner Addition as shown on the proposed Final Plat attached hereto as **Exhibit "B"** and incorporated herein by this reference; and

WHEREAS, at this time Subdivider does not intend to connect the Area to be Developed to the sewers, waters, streets, storm sewers and sidewalks of the City; and

WHEREAS, Outlot A borders West Street where sanitary sewer and water public utilities are available; and

WHEREAS, the southeast corner of Lot 1 borders the public right of way of West Third Street and is in close proximity to sanitary sewer and water connections which would serve Lot 1 and the parties desire to address what Subdivider's obligations will be in the event it desires to connect to the sewers, waters, streets, storm sewers and sidewalks of the City; 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 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 “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, the City Review Fee and all other miscellaneous costs.

**SECTION I
IMPROVEMENTS**

- A. In the event the Subdivider desires to connect Lot 1 to the sewers, waters, streets, storm sewers and sidewalks (“Public Improvements”) of the City the parties agree that City will design, engineer, bid, contract for and oversee the construction of Public Improvements. The cost of any such Public Improvements shall be paid for by Subdivider in accordance with the City’s established procedures. Subdivider agrees to enter into City’s standard Sewer Connection and Water Connection Agreements prior to any portion of the Area to be Developed being connected to the City’s sewer and water systems. Upon completion of the Public Improvements, the City shall provide and pay for the maintenance, repair and/or reconstruction of the Public 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 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.

- B. The Subdivider, if it so desires, shall contract for the timely and orderly installation of natural gas, street lighting, electricity, telephone, cable, and internet and the cost of any such improvements shall be paid for by Subdivider. All utility service lines shall be paid for by Subdivider.
- C. In the event a civil defense siren is necessary Subdivider shall pay the appropriate share for the Area to be Developed.
- D. Subdivider agrees to grant any and all easements that are required in connection with the construction of the Public Improvements or the Private Improvements.

**SECTION II
CAPITAL FACILITIES FEES – SEWER AND WATER**

- A. The Subdivider shall pay the first one-half of the Capital Facilities Fee (Sewer), in the amount of \$18,660.60, to the City prior to the City signing the Final Plat for the Nachreiner Addition.
- B. The Subdivider shall pay the first one-half of the Capital Facilities Fee (Water), in the amount of \$17,463.00, to the City prior to the City signing the Final Plat for the Nachreiner Addition.

**SECTION III
EASEMENTS**

- A. Subdivider shall execute a Storm Sewer/Drainage Easement in favor of City, as depicted on **Exhibit “C”**.

**SECTION IV
SANITARY SEWER SUB-BASIN REIMBURSEMENT**

Pursuant to the City of Valley’s Sanitary Sewer Sub-Basin Pioneering Policy, Subdivider shall pay to _____, the sum of _____ Dollars (\$_____); said sum is

a reimbursement due to _____ for Subdivider's pro-rata portion of the entire cost of the Pioneered Interceptor Sewer Infrastructure that shall serve Nachreiner Addition and any and all future phases.

**SECTION V
INITIAL REVIEW REIMBURSEMENTS**

Subdivider will reimburse the City in an amount equal to all actual costs incurred by the City in connection with the initial design of the Nachreiner Addition, 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 Nachreiner Addition.

**SECTION VI
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 VII
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 VIII
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 Drainage Easement.
3. Payment of Capital Facilities Fees.
4. Payment of Sanitary Sub-Basin Reimbursement.
5. Payment of the Initial Review Reimbursements.
6. City having satisfied itself, in its sole and absolute discretion, that Nachreiner Addition as designed is, or will be, in compliance with all of City's existing Zoning and Subdivision Regulations.

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 IX
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 X
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 XI
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 XII
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 Nachreiner Addition. 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

ORDINANCE NO. 787

AN ORDINANCE TO AMEND AN EXISTING SECTION OF THE CITY OF VALLEY MUNICIPAL CODE RELATING TO BURNING PROHIBITIONS AND EXCEPTIONS THERETO, RELATING TO APPLICATIONS FOR AND ISSUANCE OF RESIDENTIAL AND COMMERCIAL BURN PERMITS AND PROVIDING FOR PENALTIES FOR VIOLATIONS OF THIS SECTION; AMENDING THE EXISTING VIOLATION/PENALTY PROVISION; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH.

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

Section 1. Section **7-108** of the Valley Municipal Code is hereby repealed.

Section 2. Section **7-108** of the Valley Municipal Code shall hereafter be as follows:

§ 7-108: BURNING PROHIBITED; EXCEPTIONS AND PERMITS; PENALTY FOR VIOLATION

It shall be unlawful to start or build or cause to start or build or to maintain any fire on public or private property; provided, however, the provisions of this section shall not apply to the following:

1. For recreational purposes or for outdoor cooking of food for human consumption on other than commercial premises and no nuisance or hazard is created.
2. For essential agricultural operations in the growing of crops if no nuisance or traffic hazard is created.
3. Fires set in the operation of smokeless flare stacks for the combustion of waste gases, provided emissions therefrom: (A) are not of a shade or density equal to or darker than that designated as No. 1 on the Ringlemann Chart or its equivalent; (B) are not of such opacity as to obscure an observer's view to a degree equal to or greater than that designated as No. 1 on the Ringlemann Chart or equivalent.
4. When a Burn Permit has been obtained from the City Clerk for:
 - a. Destroying organic materials when the materials to be burned originate only from the site stated in the permit; or
 - b. Training public or industrial fire-fighting personnel.
5. No application for a Burn Permit to be issued by the City shall be accepted unless it is accompanied by a current and valid, site-specific Burn Permit from Valley Suburban Fire District No. 5.
6. An application for a Burn Permit from the City shall be made in the following manner:

- a. Application shall be made and filed on such form as shall be prescribed by the City Clerk.
 - b.
 - c. An application fee of \$50.00 shall be paid to the City Clerk with the application. None of the application fee will be refunded.
 - d. Burn Permits shall be of two types, Residential and Commercial. A Residential Burn Permit shall be issued when the site stated in the permit is a residential lot; all other Burn Permits shall be Commercial Burn Permits.
7. Any Burn Permit issued by the City shall be deemed to incorporate and include any conditions or restrictions imposed by the Burn Permit issued by Valley Suburban Fire District No. 5.
 8. Any person or entity who shall violate or refuse to comply with the enforcement of this Section 7-108 shall be deemed guilty of a misdemeanor and fined as follows:
 - a. For a violation related to a Residential Burn Permit a fine shall be levied in a sum of not more than \$500.00.
 - b. For a violation related to a Commercial Burn Permit a fine shall be levied in a sum of at least \$2,500.00 but not more than \$10,000.00.

Section 3. Section 7-401 of the Valley Municipal Code is hereby repealed.

Section 4. Section 7-401 of the Valley Municipal Code shall hereafter be as follows:

§ 7-401: VIOLATION; PENALTY

Any person who shall violate or refuse to comply with the enforcement of any of the provisions of this chapter, whether set forth at full length herein or incorporated by reference, shall be deemed guilty of a misdemeanor and fined in a sum of not more than \$500.00. Each day's maintenance of the same shall constitute a separate offense. This Section 7-401 shall not apply to Section 7-108.

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

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

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

PASSED AND APPROVED THIS ____ DAY OF APRIL, 2023.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Gove, Mayor

ATTEST:

Cheryl Eckerman, City Clerk

ORDINANCE NO. 789

AN ORDINANCE REPEALING SECTION 6-312 OF THE VALLEY MUNICIPAL CODE. AN ORDINANCE ADOPTING REVISED SECTION 6-312, INCLUDING SETTING NEW RATES FOR THE USE OF SEWER SERVICES FOR CUSTOMERS OF THE MUNICIPAL SEWER DEPARTMENT BOTH INSIDE AND OUTSIDE THE CITY LIMITS; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH.

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

Section 1. Section 6-312 of the Valley Municipal Code is hereby repealed.

Section 2. Section 6-312 of the Valley Municipal Code shall hereafter be as follows:

6-312 RATE SETTING; CHARGES; REVIEW OF RATES; APPEALS.

1. Customers (as defined in Section 6-311 herein) of the Sewer Department shall be charged the following monthly rates for the use of sewer services:

Residential and Small Business

Minimum monthly charge, 0-2,000 gallons	\$32.50
Variable Rate, 2,001 gallons & over, per 1,000 gallons	\$5.00

Institutional and Commercial

Fixed Monthly Charge	\$66.75
Variable rate, per 1,000 gallons	\$5.00

Industrial

Fixed Monthly Charge	\$133.50
Variable rate, per 1,000 gallons	\$5.00

2. For residential and small business customers inside and outside the city limits, the monthly charge for the 12-month period following April 1, of each year shall be computed from average water consumption during the preceding months of December, January and February for that property based on water meter readings. Until consumptive history is properly established, the pre-charge shall be based on a predetermined monthly average residential and small business water usage of similar type.

3. Institutional and commercial users shall have their monthly sewer charges based on actual water consumption for each month, based on water meter readings. Industrial users shall have their monthly sewer charges based on metered readings.
4. The rates fixed by this Section shall be reviewed periodically by the City Council and shall be adjusted for the purpose of providing for the payment of expenses of maintenance, operation and repair of the sewer system.
5. A water metered customer who has had a water leak, causing heavy usage during the rate setting months, may with proper documentation, appeal to the city administrator for a rate adjustment within 60 days after the April billing. The city administrator, utility billing clerk and an appointed council member will meet with the customer and review the customer usage history to determine if a rate adjustment is warranted. A rate adjustment would defer to the prior year's rate, or the rate of the average customer/household of the customer's size whichever is lower. The customer will be informed of the decision in writing. The new rate will become effective with the next month's billing. A listing of rate adjustments will be provided to the Mayor and City Council periodically.

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

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

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

PASSED AND APPROVED THIS 11th DAY OF APRIL, 2023.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

ATTEST:

Cheryl Eckerman, City Clerk

INTERLOCAL AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

I. PURPOSE AND SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. PAYMENT FOR SERVICES

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

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

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

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

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

III. DURATION

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

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

IV. SEPARATE ENTITY AND ADMINISTRATION

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

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

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

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

V. INSURANCE AND INDEMNIFICATION

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

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

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

VI. AMENDMENTS

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

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

VII. DRUG FREE POLICY

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

VIII. CHOICE OF LAW

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

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

IX. NONDISCRIMINATION CLAUSE

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

X. ASSIGNMENT

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

XI. CONFLICT OF INTEREST

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

Signature blocks included on next page.

CITY OF VALLEY, NEBRASKA:

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

BY:

Cindy Grove, Mayor

Cheryl Eckerman, City Clerk

DOUGLAS COUNTY, NEBRASKA:

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

BY:

Mary Ann Borgeson, Chair
Douglas County Board of Commissioners

ATTEST:

Dan Esch, Douglas County Clerk

Approved as to form and content:

Douglas County Deputy Attorney

Date

City of Valley City Attorney

Date

RESOLUTION 2023-08

WHEREAS, the City of Valley, Douglas County, Nebraska, proposes to enter into an interlocal agreement with Douglas County, Nebraska for electrical plan review and inspections and general plan review and inspection services to Valley; and

WHEREAS, the Valley City Council met in regular session on April 11th, 2023 and reviewed said agreement;

NOW, THEREFORE, BE IT RESOLVED THAT the Valley City Council authorizes Mayor Cindy Grove to execute said interlocal agreement with Douglas County, Nebraska 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 11th DAY OF APRIL, 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

RESOLUTION NO. 2023-15

WHEREAS, the City of Valley, Nebraska, proposes to enter into a Professional Services Agreement with JEO Consulting Group, Inc. for water system construction assistance; and

WHEREAS, the proposed Professional Services Agreement with JEO Consulting Group, Inc. for water system construction assistance has been submitted; and

WHEREAS, the Valley City Council met in regular session on April 11, 2023 and reviewed said Professional Services Agreement with JEO Consulting Group, Inc. for water system construction assistance.

NOW, THEREFORE, BE IT RESOLVED, that the Valley City Council authorizes Mayor Cindy Grove to execute the Professional Services Agreement with JEO Consulting Group, Inc. for water system construction assistance on behalf of the City of Valley, a copy which is marked as "Exhibit A" and attached hereto and made a part hereof by reference.

DATED this 11th day of April 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



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

THIS IS AN AGREEMENT effective as of April 11, 2023 between City of Valley ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Valley 2023 Water System Construction Assistance ("Project").

JEO Project Number: 230487.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner:

By:  _____

Title:  _____

Date Signed:  _____

Address for giving notices:

 _____

 _____

 _____

Engineer: JEO Consulting Group, Inc.

 _____

By: Dane Simonsen _____

Title: Project Manager _____

Date Signed: 04/06/2023 _____

Address for giving notices:

JEO Consulting Group, Inc. _____

2000 Q St Ste 500 _____

Lincoln, NE 68503 _____

EXHIBIT A
Scope of Services

Project Description: Assist the Owner with construction, inspection, and compliance for the water system improvement projects. These services are intended to be provided on an as requested basis. The below scope represents a list of services that may be requested.

Construction Phase (Hourly not to Exceed)

- A. Schedule and conduct a Pre-construction Conference on site.
- B. Provide interpretation of the plans and specifications, when necessary.
- C. Review shop drawings and related data supplied by the Contractor.
- D. Process Contractor's monthly payment estimates and present to Owner and review.
- E. Prepare change orders, as necessary, and present to Owner and Agency for review.
- F. Consult with and advise Owner during construction.
- G. Conduct a final inspection of project with the Contractor and Owner.
- H. Prepare and process final paperwork for state agencies final approval.
- I. Recommend to the Owner the acceptance of the project and complete the necessary certificate(s). This recommendation will be based on observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.

Resident Project Representation (Hourly not to Exceed)

- A. JEO will furnish a part-time Resident Project Representative (RPR) to observe construction progress and quality of the work.
- B. The duties and responsibilities of the RPR are described as follows:
 1. Review of contractors work for general compliance with the plans and specifications.
 2. Complete Construction Observation Reports when on site.
 3. Coordinate pay quantities with Contractor and Engineer.
 4. Review of materials delivered to the site for specification compliance.
 5. Assist the Engineer in interpretation of the plans and specifications to the contractor.
 6. Review and coordinate materials testing by assigned testing firm.
 7. Compile records for use in preparing record drawings.

Fee

- A. The cost to provide the above-mentioned services will be charged at an hourly fee (Not to Exceed) of \$30,000.
- B. This fee includes JEO's billable time and overhead expenses including telephone calls, copying, postage, travel and meals that are included in our hourly rates and fees. Any additional services beyond the Scope of Service will be provided on a billable time basis in accordance with our standard Hourly Rate Schedule.
- C.

<u>Hourly (not to Exceed) Fee for RPR</u>	<u>Fee</u>
Construction Administration	\$ 15,000.00
RPR (estimated 110 hours)	\$ 15,000.00
Total	\$ 30,000.00

PAYMENT:

We will invoice you monthly for work completed to date, payment is due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum (1.0%/month).

ESTIMATED TIMEFRAME:

The following is the anticipated time frame for this project.

Construction Administration and RPR – Dates TBD. Anticipated 210 days construction

JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement

shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other

JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
 - i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

**MANAGEMENT AGREEMENT
FOR
CITY OF VALLEY
“CITY POOL”**

THIS AGREEMENT is made and entered into this 11th day of April 2023 by and between City of Valley hereinafter referred to as “COV” and the YMCA of Greater Omaha, Twin Rivers YMCA Branch hereinafter referred to as the “YMCA”.

WHEREAS, COV owns a city swimming pool complex located in the park in Valley, Nebraska, such complex commonly referred to the “City Pool”, and it is COV’s objective to provide high quality and safety to people utilizing City Pool and

WHEREAS, the YMCA has represented it has the experience, knowledge, capability, and willingness to operate the City Pool, and

WHEREAS, COV desires to make available to the residents of Valley and surrounding area who utilize the City Pool, the YMCA’s experience, knowledge and capability, in swimming pool operations, and

WHEREAS, the parties hereto desire to enter into an Agreement for the operation of the City Pool by the YMCA in accordance with the terms, provisions, and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, COV and the YMCA do hereby mutually undertake, promise, agree, and contract each for itself and its successors and assigns as follows:

Article 1 – Term of Agreement

Subject to the terms, covenants and conditions as set forth hereinafter below, the term of this Agreement shall be the 2023 City Pool season, commencing May 26, 2023 to August 13, 2023. The actual period in which the City Pool will be available for swimming and associated activities by members and their guests is May 26, 2023 through August 13, 2023.

Article 2 – Right to Operate

COV hereby grants to the YMCA, the exclusive right and privilege to operate, manage, and maintain City Pool subject to and expressly conditioned upon the terms, provisions, covenants, and conditions as set forth in this Agreement and the timely performance by the YMCA in strict compliance therewith.

This Agreement constitutes neither a conveyance nor a lease, but is an agreement for the management, operation, and daily cleaning of the City Pool for its residents and surrounding area, which shall consist of but not limited to, vacuuming the pool of debris, cleaning of the bath houses, etc. The YMCA shall have control over and responsibility for the City Pool facilities during the term of this Agreement. Nothing in this Agreement shall be construed to provide the YMCA with any ownership, right or interest in the City Pool.

No alterations, additions, improvements, or physical changes to City Pool shall be erected, installed, or permitted by the YMCA or any person at its request without the prior express written consent and approval of COV.

COV and its duly authorized representatives shall have at any and all times the full and unrestricted right to enter the City Pool for any purpose. COV shall further have the right to perform, or authorize the performance of, any maintenance or other action, which COV believes, in its sole judgment is necessary to protect the facilities and equipment from damage or to ensure the safety of all members, staff, or others who may enter the premises.

COV will be responsible for filling the City Pool and all required painting. The COV shall be responsible for all electrical, water, and sewage charges applicable to the City Pool during the term of this Agreement including all utility charges incurred by the COV in the process of providing the City Pool start-up and close-down operations.

COV shall be responsible for all chemicals and supplies including housekeeping supplies required for the proper and lawful operation of the City Pool, bathhouse, and related functions.

COV shall ensure the City Pool is in compliance with the Virginia Graeme Baker Pool & Spa Safety Act.

COV shall be responsible for all maintenance and repairs for all pool and bath house related items including, but not limited to, all mechanical systems and associated water and electrical supply lines between the pool and its meter and all improvements located within and including pool fence. Contact people are Doug Eggen, phone number 402-669-7951 and Tim Sheets phone number, 402-720.4720.

COV shall be responsible for trash disposal. COV will provide adequate sanitary handling and disposal of all trash, garbage, and other refuse located within the pool area and within 100 yards of the pool's fence/bath house perimeter. YMCA pool staff will be responsible for picking up trash and placing it in the dumpster.

Article 3 – Management Fee

COV shall pay the YMCA a management fee of \$11,000.00 for the operation of the City Pool during the 2023 season.

The total base management fee of \$11,00.00 shall be prorated and paid monthly over the term of this Agreement. The YMCA shall submit an itemized invoice to COV for monthly expenditures. This Agreement may not be terminated for any reason prior to the completion of the full term.

Pool memberships, daily passes and rental fees will be approved by the YMCA and the City of Valley City Council.

Article 4 – Activities and Uses

This Agreement grants the exclusive privilege operating, managing, and maintaining of the City Pool as a public swimming pool for and on behalf of COV. The YMCA covenants and agrees that the premises shall be used exclusively for the operation as a swimming pool for Valley residents and surrounding area and the provision of services and merchandise attendant to such an operation.

The YMCA agrees to comply with all applicable laws, ordinances, codes, rules, and regulations of the United States of America, the State of Nebraska, the Nebraska Department of Health, Douglas County, the Douglas County Department of Health and any and all other entities having authority and/or regulation of the City Pool. The YMCA further agrees that it is their responsibility to ensure compliance with such rules and regulations and hereby represents that the YMCA, its employees, agents, and servants are knowledgeable of, and capable of complying with, such rules and regulations including the Nebraska Swimming Pool Handbook published by the Nebraska Department of Health. The YMCA hereby indemnifies and holds harmless COV from any liability associated with the YMCA's failure to comply with such laws, ordinances, codes, rules, and regulations.

Article 5 – Duties and Obligations

In addition to the operating duties and obligations contained elsewhere in this Agreement, the YMCA is responsible for the recruitment, hiring, training, supervision, and payment of the staff and management of the City Pool. The YMCA shall comply with all laws, ordinances, rules and regulations regarding hiring, training, licensing, and certification of pool staff, including lifeguards, managerial personnel, certified pool operator, snack bar and cleaning staff.

The YMCA shall have the City Pool open and available to the public Monday through Friday from 1:00 p.m. to 8:00 p.m. and Saturday and Sunday from 1:00 p.m. to 6:00 p.m. from May 26, 2023 through August 13, 2023 the City Pool will

be open during the swimming season, weather permitting. Attached to this Agreement as Exhibit A and incorporated herein by this reference, is the City Pool days of operation, hours of operation, and admission fees. Pool parties shall be scheduled during non-operating hours. It shall be the YMCA's responsibility as Operator of the City Pool to determine if the weather is appropriate for the safe and enjoyable environment of the swimmers. COV shall be notified at least two (2) weeks in advance of a pool party. Signage will be placed on the door of the City Pool and City Offices notifying all patrons of the party occurring at least two (2) weeks in advance. The YMCA may offer any and all swim-related programs which can be provided safely and within regulatory requirements at the City Pool.

YMCA shall be responsible for contacting the COV city hall as quickly as possible if a decision is made to close the City Pool. Contact information should include the reason why the City Pool was closed.

COV shall be responsible for all operational expenses of the City Pool including the pool staff salaries of the YMCA employees. COV shall make payment directly to the appropriate vendors for all such operational expenses except payroll. COV shall reimburse YMCA for purchases it makes for the operation of the City Pool. All pool staff on site, including managerial, shall be employed by and paid by the YMCA. COV shall reimburse the YMCA for all such payroll expenses including the applicable other payroll associated expenses such as FICA, unemployment compensation, tax and Workers' Compensation Insurance and related benefits that are associated with each employee's compensation. It is the intent of this Agreement that the YMCA is operating the City Pool on a direct expense paid basis, plus the compensation specified in Article 3.

The YMCA shall, at all times during the term of this Agreement and for a period of one year thereafter, keep or cause to be kept, true and complete books, records, and accounts of all fees and charges associated with this Agreement. The YMCA shall comply with Nebraska Health Department and Douglas County Health Department rules, regulations and statutes pertaining to record keeping including, but not limited to, reporting of pool operations and accidents.

The YMCA shall provide to the COV a complete record of all fees, charges, concessions, and payroll expenses associated with this Agreement. If the fees collected by the YMCA exceed pool expenses, the YMCA will pay the balance to COV at the end of said season. Operation of concessions shall be at the discretion of the YMCA.

Article 6 – Indemnification and Insurance

COV shall provide to the YMCA a certificate of insurance naming the YMCA as an additional insured. The YMCA shall provide to the COV a certificate of insurance naming the COV as an additional insured and maintain it in effect

during the term of this Agreement, with companies licensed to do business in the State of Nebraska, liability insurance with a minimum policy limit of \$1,000,000/\$5,000,000 for bodily injury or death and \$50,000 for property damage. Said policy shall expressly include COV and its officers and directors as additional named insureds. A certified copy of the policy or a certificate evidencing the existence thereof, shall be delivered to COV within ten (10) days after the execution of this Agreement. Each such copy shall contain valid provisions or endorsements that the policy may not be canceled, terminated, or materially changed or modified without giving thirty (30) days written notice thereof to COV.

The YMCA shall, upon request by COV, furnish COV satisfactory evidence that it carries Workers' Compensation insurance in accordance with the laws of the State of Nebraska.

Article 7 – General Provisions

It is understood and agreed by and between the parties that any and all acts the YMCA or its employees, agents or servants perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of COV.

The YMCA represents that it has carefully reviewed the terms and conditions of this Agreement and is familiar with such terms and conditions and agrees faithfully to comply with the same to the extent to which said terms and conditions apply to its activities, authorized, and required by this instrument.

Parties to this Agreement shall conform with all existing and applicable ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law shall govern the terms and performance under this Agreement.

This Agreement shall not be merged into any other oral or written Agreement, lease, or deed of any type. This Agreement contains the entire agreement of the parties hereto. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision herein contained shall not affect the validity of the remainder of the covenants, conditions or provisions of this Agreement which shall in all respects remain a legally binding Agreement with the invalid portion being deleted; provided that the validity of any such covenant, condition, or

provision does not materially prejudice either the YMCA or COV in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their duly authorized officers.

Dated this 11th day of April 2023.

YMCA of Greater Omaha

City of Valley

By: _____

By: _____

Title: President & CEO

Title: Mayor

EXHIBIT A

Valley Pool 2023

400 W. Vass St. 402-359-9668

Monday – Friday 1:00 to 8:00 p.m.

Saturday – Sunday 1:00 to 6:00 p.m.

Season Pass

Individual \$55
Family (up to 6) \$80
Family (up to 8) \$110
Family (up to 10) \$125

Babysitter addition to family pass is free.

Daily Admission

Adult (18+) \$5
Youth (4 – 17) \$4
3 and under \$3

Child/Daycares \$1. Per child per visit*

*Accompanying Adults supervising the group are free

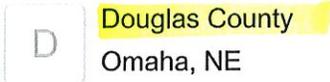
Business (1–20) \$175

Pool will be open May 26th through August 13th, 2023.

BLAIR Police
PD Officer

The City of Blair is now accepting applications for a full-time Police Officer. Salary range currently is \$57,012 to \$73,028. 12-hour shifts and a generous benefit package. Lateral hires are also accepted. Proof of certification is required. For laterals, \$3000 sign-on bonus, 40 hours of leave time immediately. Salary and accumulated leave time commensurate with years of service.

Deputy Sheriff (Lateral Entry)

[Apply on Careerlink](#)[Apply on WJHL Jobs](#)[Apply on WOWKtv Jobs](#)

\$ 64,480–89,648 a year Full-time No degree mentioned Health insurance

Job highlights

Identified by Google from the original job post

Qualifications

- Reciprocity requirements, including physical abilities testing and written Test of Adult Basic Education (T.A.B.E.), must be met for applicants certified outside the State of Nebraska
- Applicants must be 21 years of age, be employed as a sworn law enforcement officer working 100 hours or more per year in this capacity, and maintain an active law enforcement certification
- Applicants certified through the military or certified through a jurisdiction other than Nebraska can check Nebraska Reciprocity eligibility at (Law Enforcement Officer Reciprocity Certification | Nebraska Crime Commission)
- Applicants certified from a jurisdiction, other than the State of Nebraska, must complete the Nebraska Law Enforcement Training Center (NLETC) Reciprocity requirements

Benefits

- The salary range for this position is \$64,480 to \$89,648 plus extensive benefits including a pension
- Starting salary is based on experience

Job description

The Douglas County Sheriff's Office is now hiring pre-certified law enforcement officers for the position of Sheriff Deputy.

The Douglas County Sheriff's Office is committed to staffing its ranks with sworn employees of the highest quality and to reflect the cultural diversity of the community it serves. We are hiring up to 4 pre-certified law enforcement officers for the position of Sheriff Deputy to serve as leaders in our community.

The lateral selection process is comprised of several elements including a structured interview, polygraph, background investigation, psychological evaluation, medical examination, and drug screening test. Reciprocity requirements, including physical abilities testing and written Test of Adult Basic Education (T.A.B.E.), must be met for applicants certified outside the State of Nebraska.

Applicants must be 21 years of age, be employed as a sworn law enforcement officer working 100 hours or more per year in this capacity, and maintain an active law enforcement certification. Applicants certified through the military or certified through a jurisdiction other than Nebraska can check Nebraska Reciprocity eligibility at (Law Enforcement Officer Reciprocity Certification | Nebraska Crime Commission). Applicants certified from a jurisdiction, other than the State of Nebraska, must complete the Nebraska Law Enforcement Training Center (NLETC) Reciprocity requirements.

The salary range for this position is \$64,480 to \$89,648 plus extensive benefits including a pension. Starting salary is based on experience. Applicants must complete the application online between March 16, 2023 to June 14, 2023 by visiting [governmentjobs.com](https://www.governmentjobs.com).

For more information on the application process, benefits, or general questions please email dcsohiring@douglascounty-ne.gov or contact Lieutenant Jennifer Birkhofer at (402)444-7470 or jennifer.birkhofer@douglascounty-ne.gov.

Douglas County is an EOE – Disability/Veterans

Airport Police Department - Omaha Airport Authority

Airport Police Officer - Part Time

Possess a Certificate of Completion from the Nebraska Law Enforcement Academy and be weapons certified, pass and maintain departmental and physical fitness requirements. General police and facility security work including enforcement of applicable laws, rules and regulations and enforcement of TSA security directives. Position entails public relations responsibility to the interest and needs of the general public. Capable of using sound judgment in both routine and emergency situations. Maintains proper log books, reports and forms to record events and investigations that occur while on duty. Maintains traffic flow on airport roadways and issues citations when appropriate. Provides security for passengers and airline personnel in accordance with TSA guidelines. High School graduate or equivalent and must be able to read and write English. Valid Nebraska or Iowa Driver's License. Must have verifiable good work record and be able to successfully complete pre-employment physical exams with correctable 20/20 vision and pass a security background check. Annual average of 30 hours per week or less. \$31.59/hour - shift differential when applicable - 401k plan - all uniforms and equipment provided. Hiring for all shifts Applications to be completed between 9:00 a.m. and 4:00 p.m., Monday through Friday, OAA Business Office reception area, second floor, terminal building, Eppley Airfield or contact Human Resources at anita.mcgaugh@flyoma.com for a PDF document. Posting open until positions filled..

SAUNDERS
CO SO
WAHOO

Full
Time
Deputy
Sheriff

We know that there are currently many opportunities to work in the law enforcement field today. If you would like to work in a community that never considered defunding the police and is 100% supportive of law enforcement, you will not find a better department to work for than the Saunders County Sheriff's Office. The Saunders County Sheriff's Office, 387 N Chestnut Street, Wahoo 68066 (www.saunderscounty.ne.gov) is accepting applications for the position of a Full-Time Deputy Sheriff. Some of the job opportunities with the department are K9 Handler, Investigator, III CORPS Drug Investigator, Drone Operator and the U.S. Marshal's Office Task Force. Minimum requirements include United States citizenship, age 21 before completion of the training program, have a high school diploma or GED; be of good moral character with no felony or serious misdemeanor convictions; and possess a valid Nebraska driver's license. Nebraska law enforcement certification is preferred, but is not mandatory. The County provides uniforms and equipment, as well as a take-home patrol vehicle, as long as the deputy resides in Saunders County. Full county benefits package including retirement, health insurance, life insurance, vacation, sick time, and comp/holiday bank. Minimum qualifications include being in good physical condition--applicants must complete and pass a physical fitness test and vision must be no worse than 20/200 uncorrected to 20/20 corrected. Applicant must also submit to a drug test, a psychological test, a polygraph examination, and complete and pass a written examination. In addition, a background investigation will be conducted. Salary: Negotiable depending on qualifications with a range from \$26.17 to \$32.01 per hour, which could include a 75-cent shift differential; \$3,000.00 hiring bonus paid out over two years. (Our union is currently in negotiations for our contract starting July of 2023)

APPLICATIONS available at: -Saunders County Sheriff's Office, 387 N. Chestnut, Suite 3, Wahoo, NE 68066, (402) 443-3718 -Applications also available by going to the following website: <http://saunderscounty.ne.gov> - Select the Sheriff's Office page under Offices to print Job Application form.

UNIV OF
NEBRASKA
OMAHA
POLICE

Police
Sergeant

The University of Nebraska-Omaha Department of Public Safety is currently hiring full-time a police sergeant. Sergeants supervise all law enforcement duties on the UNO and UNMC campuses to include, but not limited to cruiser, bike, and foot patrols, criminal investigations, traffic control, and event security for sporting events and concerts. All applicants must be able to meet the following eligibility requirements: minimum of 5 years of law enforcement experience, Police certification in good standing in the State of Nebraska or be able to complete reciprocity process within 1 year of hire, and possess a valid driver's license with good driving record. It is preferred that the candidates has previous law enforcement supervisory experience, previous experience in a college, university or hospital environment, and ability to speak/understand a second language. Candidates must be of good moral character with no felony or serious misdemeanor convictions. Successful candidates must pass a criminal history background investigation, pre-employment drug/alcohol screen, physical standards test, medical, psychological, and polygraph exams. Sergeants bid for shifts every 6 months, giving an opportunity for change. Starting pay is \$35.851/hr. Top officer pay is currently \$88,127 and all pay scale levels include a generous benefit package and 10% shift differential for evening and night shifts. Those joining our team also enjoy a welcoming environment, top of the line equipment, and benefit from great training opportunities. Uniforms are supplied to include body armor and duty weapon, rifle and taser. For any questions concerning the hiring process or position responsibilities, contact Deputy Chief Jerry Baggett at 531-559-1006 or email at gbaggett@unomaha.edu. To start the application process, go to <https://unomaha.peopleadmin.com/postings/17266>

University of
Nebraska
Kearney
Police
Department
(UNKPD)

Police
Officer

The University of Nebraska Kearney Police Department (UNKPD) is an armed professional law enforcement agency, manned by State of Nebraska Certified Police Officers sworn and empowered through the State of Nebraska. UNK Police Officers patrol campus and the surrounding community, respond to emergency and non-emergency calls for service, and enforce laws, including Nebraska motor vehicle laws, issue citations or warnings and complete necessary reports. Patrol campus to provide safety and security to all those on the UNK campus. Assist other law enforcement agencies and any other duties as assigned. Overtime opportunities through on campus activities and athletic events In state and out of state trainings are encouraged and welcome at UNK PD. Opportunities to assist and to train other Law Enforcement officers in Nebraska Employee & Dependent Scholarship Program: Full-time and retired employees who wish to continue their education may be eligible for tuition assistance through the employee scholarship program. Spouses and dependent children may also be eligible for this benefit.

Washington
County
Sheriff's
Office

Deputy
Sheriff

The Washington County Sheriff's Office is seeking applicants for 2 deputy sheriff positions. Washington County offers a competitive starting wage, paid health and life insurance, retirement, vacation and sick leave, overtime, comp time, and a take-home patrol vehicle. Leather gear, equipment, duty pistol, patrol rifle, and shotgun are provided. Washington County is a unique area that allows a Deputy to work in a suburban type of area next to the largest metro area in the state or rolling hills and farmland. The Sheriff's Office provides law enforcement to 5 communities and several housing developments. Washington County is a progressive law enforcement agency with the chance to work in criminal investigations, narcotic investigations, tactical team, and honor guard. Deputies are expected to perform all duties of a law enforcement officer including traffic enforcement, DUI enforcement, drug interdiction, and calls for service. Deputies are allowed to live anywhere in the county. Washington County offers rural or small community environments just minutes from Omaha. Successful applicants will meet the requirements of the Nebraska Law Enforcement Training Center. Certification is not required; however, there is a \$5000 signing bonus for certified officers.

Memo

To: Valley City Council
From: Mayor Cindy Grove & Tyler Cooper
cc: City Clerk
Date: 4/8/2023
Re: City of Valley Police Compensation



Background

In recent years recruiting and retaining qualified law enforcement personnel has become increasingly difficult due to wage pressure and benefits. Being geographically positioned in an area of the state with several larger agencies competing for law enforcement talent, Valley must prioritize compensation for our police department personnel in order to hire and retain qualified individuals. Valley is the fastest growing city in the state with significant growth on the near horizon. Our department currently consists of six full-time officers and several part-time officers. Given the projected increase in local growth, as well as visitor growth with the coming sports complex and other venues, it is apparent we need to keep pace in our city security planning and efforts to ensure we have enough officers to meet the state recommendation of officers per residents. We have worked with Chief Deemer to develop the following recommendations for adjustments to Valley Police Department compensation that we believe will provide substantial recruiting and retention advantages to accommodate future growth.

In comparing wages, benefits, bonus opportunities, and general “compensation” among local and regional Nebraska law enforcement agencies, VPD currently ranks in the lowest quartile when it comes to compensation. Among agencies hiring new recruits, Valley ranks at the bottom among departments competing for law enforcement talent. Other geographically competitive departments include Blair, Douglas County Sheriff’s Office, Omaha Airport Authority, Saunders County/Wahoo Police, and Washington County Sheriff’s Office. (See attached exhibits.) Implementing the compensation and benefit adjustments recommended below will position VPD in the upper 1/3 of law enforcement departments regionally.

Recommendations:

1. Increase wages for full and part-time personnel by 18% starting July 1, 2023.
2. Increase wages for full and part-time personnel by 11% starting January 1, 2024.
3. Change the way uniform allowance is paid to department personnel so 50% of the allowance is paid to the individual and 50% is paid directly to the vendor on a tax advantaged basis.
4. Provide for a 4-week paid sabbatical after five years of service with the department. Nationally, this type of benefit is found in corporate and non-profit environments and has proven to increase retention, increase department morale, increase candidate pools, increase employee engagement, while lowering incidents of workplace issues, reducing negative interactions with the public, and reducing burnout in high stress environments.

Exhibit 1



NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES



Patricia Beckwith, Governor

January 4, 2023

To: AS State Accounting Financial Contacts
AS State Accounting ICC
AS State Accounting Pre-Auditors
AS State Accounting Everyone

From: Philip Olsen, Administrator
DAS State Accounting

CC: Jason Jackson, Director
Dept. of Administrative Services

Subject: 2023 Mileage Reimbursement Rate Update

State statute section 81-1176 provides that Administrative Services shall set the mileage rate used to reimburse State teammates for use of a personal vehicle in conducting business for the State of Nebraska.

Effective January 1, 2023, the standard reimbursable mileage rate will be \$0.655 per mile for use of a personal vehicle. The updated motorcycle rate is \$0.635 per mile, and privately-owned aircraft is \$1.74 per mile. The allowance for moving/relocation expense will be \$0.22 per mile. All other information regarding personal vehicle mileage remains the same. These rates apply to electric and hybrid-electric automobiles, as well as gasoline and diesel-powered vehicles.

Administrative Services website for State Accounting Travel Policy 1 (Air Travel); Travel Policy 7 (Personal Automobiles); and General Policy 10 (Moving Expense) have been revised to reflect these rate changes. The Expense Reimbursement Document (ERD) has been updated for the new personal vehicle mileage rate. Please make sure to use an ERD with the updated rate for all State business travel activity beginning on or after January 1, 2023, found at [DAS Website: Forms & Documents \(nebraska.gov\)](#)

Please contact Nyla Thomsen (nyla.thomsen@nebraska.gov) or Gail Witzki (gail.witzki@nebraska.gov) if you have any questions.

Philip J. Olsen

Philip J. Olsen, CPA
Administrator

Department of Administrative Services | STATE ACCOUNTING

P.O. Box 94664
Lincoln, Nebraska 68509-4664

1526 K Street, Ste. 190
Lincoln, Nebraska 68508

OFFICE 402-471-2581
FAX 402-471-2583

das.nebraska.gov

BID TABULATION

Project Valley Backwash Waste Recovery Project 2022 Water System Improvements		Project No. 23-45
Owner City of Valley, Nebraska		Bid Date: April 11, 2023
Address		Time: 10:00 a.m.
BIDDER	BID AMOUNT	COMMENT
Eriksen Construction Co.	No Bid	
Midwest Mechanical Services	\$1,170,000.00	Alt. Completion of 12-1-23
Neuvirth Construction Co.	\$1,144,109.00	Completion Per Spec. 8-1-23
BIDDING NOTES		
Engineer's Opinion of Probable Construction Costs: \$1,034,000.00		

OLMSTED & PERRY CONSULTING ENGINEERS INC.
 12100 West Center Road • Suite 803 • Omaha, Nebraska 68144
 Phone: 402-399-8552

April 11, 2023

Mayor and City Council
CITY OF VALLEY
203 No. Spruce Street
Valley, NE 68064

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

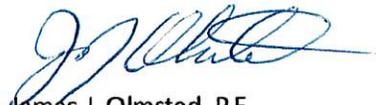
Dear Mayor and Council:

We have reviewed the bids received on April 11, 2023 for the above referenced project. Two (2) bids were received for the work. A copy of the Bid Tabulation has been submitted. The low bid was from Neuvirth's Construction Inc., in the amount of \$1,144,109.00.

We have reviewed the bids received, including the low bid from Neuvirth's Construction. Based on our review, we have determined that Neuvirth's Construction is the lowest responsible bidder. It is our recommendation to award the construction contract to Neuvirth's Construction, in the amount of \$1,144,109.00.

Respectfully submitted,

OLMSTED & PERRY CONSULTING ENGINEERS INC.



James J. Olmsted, P.E.



EAGLE ENGINEERING GROUP

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

BID TABULATION

Project Ginger Cove, Fern Lake, & Spruce Street Asphalt Pavement Preservation		Project No. 23-21
Owner CITY OF VALLEY		Bid Date: April 6, 2023
Address 203 North Spruce Street Valley, NE 68064		Time: 10:00 AM
BIDDER	BID AMOUNT	COMMENT
PAVE LLC	\$150,885.00	
BIDDING NOTES		