

**AGENDA**  
**VALLEY CITY COUNCIL**  
Tuesday, May 9, 2023  
City Hall  
203 North Spruce  
Valley, NE 68064  
7:00 PM

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

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

7.A. Accept Minutes

7.B. Accept Treasurer's Report

7.C. Approve May, 2023 invoices.

7.D. April Payroll - \$91,540.49 April IRA - \$2,848.41

7.E. April Keno Receipts \$8,147.65

7.F. Accept PeopleService Inc., Report

7.G. Accept April Library Statistics

7.H. Re-appointment to Planning Commission:

- Mark Conrey - 3 year term (Term 02/2026)

7.I. Re-appointment to Tree Board:

- Mark Henderson - 3 year term (Term 05/2026)

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. Summary of Clean Up Day Costs
8. **Annual Rollin to Colon Bicycle ride June 11, 2023 - Lena Beeson**
9. **Proclamations:**
- **Peace Officer's Memorial Day and National Police Week**
  - **International Building Safety Month**
10. **Resolution No. 2023-18 - Administration of Retirement Account.**
11. **Resolution No. 2023-19 - Still Water Lake reimbursement.**
12. **Resolution No. 2023-20 - Agreement with American Legal Publishing, LLC.**
13. **Resolution No. 2023-21 - Interlocal Agreement with City of Omaha for prosecution services.**
14. **Ordinance No. 790 - Tree Ordinance.**
15. **Preliminary and Final Plat - Nachreiner Addition**
- **Review**
  - **Open Public Hearing**
  - **Close Public Hearing**
  - **Resolution No. 2023-16**
16. **Nachreiner - Rezoning**
- **Review**
  - **Open Public Hearing**
  - **Close Public Hearing**
  - **Ordinance No. 788**
17. **Resolution No. 2023-14 - Subdivision Agreement and Permanent Drainage Easement Agreement with Still Water LLC (Nachreiner Addition)**
18. **PeopleService - update.**
19. **Olmsted & Perry Consulting Engineers - Water projects - updates. James Olmsted**
20. **City Engineer - Ginger Cove Lift Station No. 3 Upgrades.**
- 20.A. Resolution No. 2023-22 council consideration and action to approve Application for Payment No. 1 from Vrba Construction Inc. in the amount of \$13,102.20.

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20.B. Other / Miscellaneous

- Valhaven (Southwest No. 2) and Ginger Woods No. 2 Lift Station Improvements.
- 288th Street and State Street - Start mid-June.
- Pines Subdivision Concrete Street Repair and Lakewood and Warning Concrete Street Repair - start early June.
- Asphalt Pavement Rejuvenation Project.
- Center Street Trial Parking Lot Improvements - Earthwork complete.
- EAA Development.
- Access Commercial Development.

21. **City Attorney**

22. **Mayor's Report**

23. **Upcoming Items**

- Valley Days Planning Meeting: May 16, 2023 at 6:00 p.m.
- No Planning Commission Meeting.
- Town Hall Meeting - June 21, 2023 at 7:00 p.m. at YMCA for Community Collaboration survey discussion.

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**NOTICE OF MEETING  
CITY OF VALLEY  
Tuesday, May 9, 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, May 9, 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 Eckerman  
City Clerk

5/1 ZNEZ

**THE DAILY RECORD  
OF OMAHA  
JASON W. HUFF, Publisher  
PROOF OF PUBLICATION**

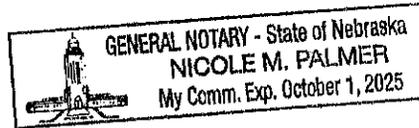
UNITED STATES OF AMERICA,  
The State of Nebraska,  
District of Nebraska,  
County of Douglas,  
City of Omaha } SS.

JASON W. HUFF and/or NIKLAUS STEWART, being duly sworn, deposes and say that they are the PUBLISHER and/or LEGAL MANAGER of THE DAILY RECORD, of Omaha, a legal newspaper, printed and published daily in the English language, having a bona fide paid circulation in Douglas County in excess of 300 copies, has a general circulation in Sarpy, Lancaster, and Cass Counties, printed in Omaha, in said County of Douglas, Nebraska for more than fifty-two weeks last past; that the printed notice here-to attached was published in THE DAILY RECORD, of Omaha, for 1 consecutive weeks on:

5/1/23

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



Publisher's Fee \$32.40  
Additional Copies \$ \_\_\_\_\_  
Filing Fee \$ \_\_\_\_\_  
Total \$32.40

*Jason W. Huff*  
Subscribed in my presence and sworn to before  
me on MAY 01 2023  
*Nicole M. Palmer*  
Notary Public in and for Douglas County, State  
of Nebraska

MINUTES  
REGULAR MEETING  
April 11, 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. Absent: council member Ueckert. Also present: City Administrator Tyler Cooper, City Attorney Jeff Farnham, City Clerk Cheryl K. Eckerman and Deputy Clerk Christie Donnermeyer.

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** – Mayor Grove reported that the city received notification from the Arbor Day Foundation for recognition as a 2022 Tree City USA. She also recognized members of the Tomorrow's Leaders 4-Club who were attending the meeting.

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

**7. Consent Agenda** – Council member Lewis moved to approve the consent agenda. Batcher seconded. Lewis, Batcher, and TenEyck voted YES. NO; no one, ABSENT: Ueckert. Motion carried. Items on the consent agenda were to accept March 14, 2023 City Council minutes; March Treasurer's Report; March payroll \$64925.71, IRA \$2721.58, March Keno Receipts \$9956.40, February PeopleService Report, March Library Statistics, March 27, 2023 Board of Adj. minutes, March 21, 2023 Commission minutes, SDL's for American Legion Post #58, Re-appointment of Dean Slader to Cemetery Board (4/26) and Troy Hardman to Tree Board (4/26) and the following bills and additional checks:

First Nebraska Bank (Brainard)	BON	5,962.50	WILLIAM MARTIN	SER	1,500.00
FIRST NEBRASKA BANK	BON	1,948.30	Window Pro	SER	20.00
First State Bank Nebraska	BON	5,962.50	Workplace Screening Intel LLC	SER	282.00
UMB Bank	BON	1,074.16	Farnham & Griffin, P.C., L.L.O.	SER	7,896.20
BARNES, GENE	RMB	150.00	Ace Outdoor Parts	SUP	70.56
Christie Donnermeyer	RMB	292.19	Bell Bank Equipment Finance	SUP	22,392.65
Cindy Grove	RMG	100.00	Bomgaars	SUP	58.89
Deemer, James R	RMB	321.50	CAPPEL AUTO SUPPLY	SUP	168.49
IN WITH THE NEW CONSTRUCTION	RMB	1,000.00	DEMCO	SUP	268.09
Mike Stratman	RMB	28,500.00	DICKS VALLEY MARKET	SUP	26.53
PRAIRIE HOMES	RMB	1,000.00	Eakes Office Solutions	SUP	387.30
AARON MCCOY	SER	800.00	Everett's Auto Repair	SUP	960.88
ACCUFUND	SER	62.50	Fremont Winnelson	SUP	58.70
AFLAC	SER	679.74	Helena Agri-Ent LLC	SUP	1,768.66
Amazon Business	SER	808.76	Host Coffee Service	SUP	166.27
ARPS	SER	3,460.13	IOWA PUMP WORKS	SUP	8,792.13
Baker & Taylor	SER	1,284.26	JOHN DEERE FINANCIAL	SUP	731.83
Bauer Built	SER	357.50	JP COOKE	SUP	325.00
Black Hills Energy	SER	2,407.21	LOVE'S	SUP	2,861.28
CenturyLink	SER	35.68	Lowe's	SUP	391.19
Ciaccio Roofing	SER	410.15	Lyman - Richey Sand & Gravel	SUP	1,503.12
CONTINENTAL FIRE SPRINKLER	SER	170.00	MENARDS - ELKHORN	SUP	84.92
Child Support	SER	858.46	Menards- Fremont	SUP	80.61
COX BUSINESS	SER	1,772.05	Midwest Tape LLC	SUP	229.65
CROWNE PLAZA KEARNEY	SER	1,076.10	Petty Cash	SUP	34.47
Douglas County	SER	1,593.25	Scheer, Gregory P	SUP	44.30
Environmental			Sherwin- Williams	SUP	117.90
Eagle Engineering Group LLC	SER	10,866.12	TRSG	SUP	612.84
ELECTION COMMISSION	SER	112.35	US Postal Service Postmaster	SUP	707.24
Evoqua Water Tech LLC	SER	17,770.00	TIF payments	TIF	197,748.12
Five Nines Tech Group INC	SER	5,386.31	Payroll Taxes	TAX	22,612.02
Fremont Dept of Utilities	SER	27,011.63	Sales Tax	TAX	3,467.20
IBTS	SER	2,512.50			
G Works	SER	2723.75	*Bond – BON		
INTL ASSN FOR PROP & EVID	SER	585.00	*Reimbursements - RMB		
JD'S CAR WASH	SER	93.50	*Services – SER		
Lincoln National Life Ins Co	SER	985.72	*Supplies – SUP		
M. S. Wiekhorst Arbor Co LLC	SER	1,300.00	*		
Michael Matzen	SER	823.90			
NMVCA	SER	80.00			
Olmsted & Perry	SER	92,141.41			
OPPD	SER	14,179.44			
PEOPLESERVICE INC	SER	32,197.00			
PIONEER RESEARCH CORP	SER	349.80			
Waste Connections of NE Inc	SER	378.84			

**8. Proclamations** – Mayor Grove noted the following Proclamations: Arbor Day April 28, Municipal Clerk’s Week April 30-May 6 and National Library Week April 23-29.

**9. John Masters – 111 W. Whittingham Street** – Mr. Masters summarized his concerns relating to water quality, oversight processes and procedures, alley and sidewalk maintenance, and removal of dead and or unhealthy trees.

Mayor Grove addressed concerns relating to sidewalk and alley maintenance.

Mike Adair, 207 E. Condron Street, Valley, NE., Regional Manager PeopleService, addressed the water quality concerns and answered questions regarding hydrant flushing and water testing/sampling.

Mike Wiekhorst, Chairman of the Tree Board, addressed concerns relating to hazardous trees and pesticide treatment of trees.

**10. Cornhusker State Games/Triathlon** – Eric Moser, 2840 Legacy Commons Plaza, Omaha, NE., gave an update on the final bike and run courses planned for the event to be held on Sunday, July 23, 2023 in and around Mallard Landing. It was noted that the event will not go through the downtown area this year.

Council member Batcher moved to approve the routes as presented. TenEyck seconded. Batcher, TenEyck and Lewis voted YES: NO: no one, ABSENT: Ueckert. Motion carried.

**11. Station to Station Run** – Tristan Nelson, 2505 Campanile Road, Waterloo, NE., gave an update on the event to be held on Saturday, September 9, 2023. He stated that he has coordinated the event with Valley and Waterloo Fire Departments, Douglas County Sheriff’s and Engineers representatives.

Council member Batcher moved to approve the event as presented. Lewis seconded. Batcher, Lewis and TenEyck voted YES: NO: no one, ABSENT: Ueckert. Motion carried.

**12. Agreement with Waterloo Valley Recreation Association** – Council member Lewis introduced, read and moved for passage of Resolution No. 2023-11 authorizing Mayor Grove to execute the Agreement with the Waterloo Valley Recreation Association for use of the city owned baseball field on behalf of the City of Valley. TenEyck seconded. Lewis, TenEyck and Batcher voted YES: NO: no one, ABSENT: Ueckert. Motion carried. A true correct and complete copy of said resolution is on file at city hall.

**13. Waterloo Valley Recreation Association SDL and street closure** – Tyler Curtis, 223 E. Gardiner Street, Valley, NE., representing Rick Wiese, reviewed their request for a special designated license and street closure for the Opening Day Fundraiser event which was re-scheduled for June 10, 2023 to be held at the Valley American Legion club located at 111 E. Front Street in Valley.

Council member Batcher moved to approve the SDL and street closure as presented for the Waterloo Valley Recreation Association event to be held on June 10, 2023 from 2:00 p.m. to 11:30 p.m. Lewis seconded. Batcher, Lewis and TenEyck voted YES: NO: no one, ABSENT: Ueckert. Motion carried.

**14. Agreement with DC West Youth Sports Organization** – Council member TenEyck introduced, read and moved for passage of Resolution No. 2023-17 authorizing Mayor Grove to execute the Agreement with the DC West Youth Sports Organization for use of the city owned baseball field. Lewis seconded. TenEyck, Lewis and Batcher voted YES: NO: no one, ABSENT: Ueckert. Motion carried. A true correct and complete copy of said resolution is on file at city hall.

**15. DC West Youth Sports Organization SDL** – Scott Klawitter, 2070 CR 8, Yutan, NE., reviewed their request for a special designated license for the Opening Day Fundraiser event to be held in conjunction with the Waterloo Valley Recreation Association event to be held on June 10, 2023.

Council member Lewis moved to approve the SDL for the DC West Youth Sports Organization as presented. Batcher seconded. Lewis, Batcher and TenEyck voted YES: NO: no one, ABSENT: Ueckert. Motion carried.

**16. Ordinance No. 785 EAA Annexation Final Reading** – Council member Batcher, introduced, read and moved for final passage 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. Council member TenEyck seconded the motion for final passage. The Mayor then stated the question “Shall Ordinance No. 785 be passed and adopted” upon electronic vote on the motion the following council members voted YES: Batcher, TenEyck and Lewis. NO: no one. ABSENT: Ueckert. The passage and adoption of said ordinance having been concurred in by a majority of all members of the council, the Mayor declared the ordinance adopted and the Mayor in the presence of the council signed and approved the ordinance and the clerk attested the passage and approval of the same and affixed here signature thereto. A true, correct and complete copy of said ordinance is on file at city hall.

**17. League Association of Risk Management** – Clint Simmons, Eastern Territory Manager League Association LARM, 4083 Northview Drive, Grand Island, NE., reviewed the proposal to provide Workers’ Compensation, General Liability, Errors & Omissions Liability, Law Enforcement Liability, Automobile Liability, Automobile Physical Damage and Commercial Property coverage, limits and applicable deductibles and premiums.

Mr. Simmons also expanded on the LARM member services including: Safety Grant, Armor Program, Property Evaluation, Coverage Analysis and Legal Review of Issues, Annual Policy Review, Law Enforcement Training, Contract Review, Liability and Work Comp Site Reviews, Work Comp Accident Analysis, On-line Library of Training Videos and Nebraska Safety Council Membership.

After discussion, Council member TenEyck introduced, read and moved for passage of Resolution No. 2023-12 relating to and specifying LARM membership and termination provisions. Lewis seconded. TenEyck, Lewis and Batcher voted YES: NO: no one, ABSENT: Ueckert. A true, correct and complete copy of said resolution is on file at city hall.

Council member Lewis introduced, read and moved for passage of Resolution No. 2023-13 authorizing Mayor Grove to execute the Interlocal Agreement with the League Association of Risk Management on behalf of the City of Valley. TenEyck seconded. Lewis, TenEyck and Batcher voted YES; NO: no one, ABSENT: Ueckert. A true, correct and complete copy of said resolution is on file at city hall.

**18. Preliminary and Final Plat Nachreiner Addition** – Mayor Grove stated that the applicant asked for this item to be laid over to the next meeting.

**19. Nachreiner Rezoning** – Mayor Grove stated that the applicant asked for this item to be laid over to the next meeting.

**20. Resolution No. 2023-14 Subdivision Agreement for Nachreiner Addition** – Mayor Grove stated that the applicant asked for this item to be laid over to the next meeting.

**21. Ordinance No. 787 – Relating to Burning Prohibitions and Exceptions** – Council member Batcher introduced Ordinance No. 787 entitled: 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 and moved that the statutory rule requiring reading on three different days be suspended. Council member TenEyck seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: Batcher, TenEyck and Lewis. NO: no one, ABSENT: Ueckert. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said Ordinance was then read by title and thereafter council member Batcher moved for final passage of the ordinance which motion was seconded by council member TenEyck. The Mayor then stated the question "Shall Ordinance No. 787 be passed and adopted. Upon electronic vote, the following council members voted YES: Batcher, TenEyck and Lewis. NO: no one, ABSENT: Ueckert. The passage and adoption of said ordinance having been concurred in by a majority of all members of the council, the Mayor then declared the ordinance adopted and the Mayor in the presence of the council signed and approved the ordinance and the clerk attested the passage and approval of the same and affixed her signature thereto. A true, correct and complete copy of said ordinance is on file at city hall.

**22. Ordinance No. 789 – Setting New Sewer Rates** – Council member Batcher introduced Ordinance No. 789 entitled: 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 and moved that the statutory rule requiring reading on three different days be suspended. Council member Lewis seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: Batcher, Lewis and TenEyck. NO: no one, ABSENT: Ueckert. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said Ordinance was then read by title and thereafter council member Lewis moved for final passage of the ordinance which motion was seconded by council member TenEyck. The Mayor then stated the question "Shall Ordinance No. 789 be passed and adopted. Upon electronic vote, the following council members voted YES: Lewis, TenEyck and Batcher. NO: no one, ABSENT: Ueckert. The passage and adoption of said ordinance having been concurred in by a majority of all members of the council, the Mayor then declared the ordinance adopted and the Mayor in the presence of the council signed and approved the ordinance and the clerk attested the passage and approval of the same and affixed her signature thereto. A true, correct and complete copy of said ordinance is on file at city hall.

**23. Resolution No. 2023-08 Agreement with Douglas County for Inspections –** Council member TenEyck introduced, read and moved for passage of Resolution No. 2023-08 authorizing Mayor Grove to execute the interlocal agreement with Douglas County for Electrical Inspections and Plan Review and Inspection Services on behalf of the City of Valley. Lewis seconded. TenEyck, Lewis and Batcher voted YES: NO: no one, ABSENT: Ueckert. A true, correct and complete copy of said resolution is on file at city hall.

**24. Resolution No. 2023-15 Professional Services Agreement with JEO Consulting Group for Water System Construction Services –** Council member Lewis introduced, read and moved for passage of Resolution No. 2023-15 authorizing Mayor Grove to execute the Professional Services Agreement with JEO Consulting Group, Inc. for water system construction assistance on behalf of the City of Valley. Batcher seconded. Lewis, Batcher and TenEyck voted YES: NO: no one, ABSENT: Ueckert. A true, correct and complete copy of said resolution is on file at city hall.

**25. Resolution 2023-10 Pool Management Agreement with YMCA –** Council member TenEyck introduced, read and moved for passage of Resolution No. 2023-10 authorizing Mayor Grove to execute the 2023 Pool Management Agreement with the YMCA on behalf of the City of Valley. Lewis seconded. TenEyck, Lewis and Batcher voted YES: NO: no one, ABSENT: Ueckert. A true, correct and complete copy of said resolution is on file at city hall.

**26. Police Department Employee Retention and Wage Discussion –** Mayor Grove reviewed the proposed recommendations relating to recruiting and retention of police officers. It was noted that the additional wages and benefits would make working for the department more comparable with other agencies. Council member Batcher stated that he worked with the police chief and they both felt that these proposed recommendations would make the department competitive and attractive.

Council member Lewis moved to approve the following recommendations as presented:

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.

Batcher seconded. Lewis, Batcher and TenEyck voted YES: NO: no one, ABSENT: Ueckert. Motion carried.

**27. 2023 Mileage Reimbursement Rate** – Council member Batcher moved to set the mileage rate used to reimburse city employees for use of a personal vehicle to be \$0.655 per mile. Lewis seconded. Batcher, Lewis and TenEyck voted YES: NO: no one, motion carried. This is the standard reimbursable rate set by the State of Nebraska.

**28. Water Meter Readings** – Mayor Grove updated the council on the new utility billing software implementation. She explained that the new system has better reporting features and it was discovered that some of the meters had not been reading for some period of time and therefore those customers bills will be evaluated and adjusted on an individual basis.

**29. Olmsted and Perry Consulting Engineers** – Jim Olmsted, special engineer on Water Projects, reviewed the bids received for Backwash Recovery Project and recommended award of the contract to the low bidder - Neuvirth Construction Co.

**29. A. 1.** Council member Lewis moved to award the contract for the Backwash Waste Recovery Project to Neuvirth Construction in the amount of \$1,144,109.00 with a completion date of August 1, 2023. TenEyck seconded. Lewis, TenEyck and Batcher voted YES: NO: no one, ABSENT: Ueckert. Motion carried.

**29. B. Update on Well Project** – Jim Olmsted gave an update on the pre-construction meeting held on the New Well No. 22-1. He noted that the project has a substantial completion date of June 30, 2023.

**29. C. Update on Filter Media and Chemical Feed Replacement Projects** - Jim Olmsted gave an update on the Filter Media and Chemical Feed Replacement Projects. He noted that a pre-construction meeting on these projects will be held on April 13, 2023.

**29. D. Update on Water Tank Repainting Project** – Jim Olmsted stated that a pre-construction meeting for this project will be scheduled for some time in May.

**29. E. Update on Outlay Reports and Requests for Reimbursement to State** – Jim Olmsted noted that two reimbursements are ready to be submitted.

## **30. CITY ENGINEER**

### **30. A. Asphalt Pavement Rejuvenation Project -**

**30. A. 1.** – Greg Perry reviewed the bid received for the project and recommended awarding the contract Pave, LLC.

**30. A. 2.** - Council member Batchter moved to award the contract for the Ginger Cove, Fern Lake & Spruce Street Asphalt Pavement Preservation Project to Pave, LLC in the amount of \$150,885.00. TenEyck seconded. Batchter, TenEyck and Lewis voted YES: NO: no one, ABSENT: Ueckert. Motion carried.

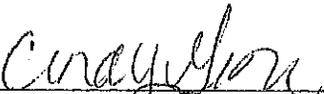
**30. B. – Other / Miscellaneous** – Greg Perry gave updates on the following: Ginger Cove Lift Station No. 3 Upgrades, Valhaven (Southwest No. 2) and Ginger Woods No. 2 Lift Station Improvements, Center Street Trail Parking Lot Improvements, EAA Development and Access Commercial Development.

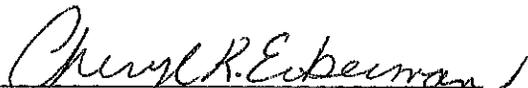
**31. City Attorney** – Jeff Farnham reviewed ongoing issues relating to agreements, development, personnel, court proceedings, TIF policy and procedures and subdivisions.

**32. Mayor's Report** – The Mayor reported on the option of League Insurance Government Health Team (LIGHT), Great Plains phone system, Douglas County Trail System meetings, transition of office assistant help for the building inspector and AccuFund utility billing implementation.

**33. Upcoming Events** – Valley Days Planning Meeting April 18, No PC meeting in April, Clean Up Day April 15 and Arbor Day Event April 28.

The meeting adjourned at 8:50 p.m.

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

  
\_\_\_\_\_  
City Clerk Cheryl K. Eckerman

<b>City of Valley</b>							
<b>Treasurer's Report</b>							
<b>April 2023</b>							
		Cash				Cash	
<b>General - Fund 1</b>	<u>Dept</u>	<u>Balance</u> <u>3/31/2023</u>	<u>Net Income</u> <u>or (Loss)</u>	<u>Fund 3</u> <u>Withholdings</u>	<u>Interfund</u> <u>Transfers</u>	<u>Balance</u> <u>4/28/2023</u>	<u>Investments</u> <u>4/28/2023</u>
		\$527,900.98	\$2,415,458.44			\$2,943,359.42	\$14,456.37
Pines Assessments		\$328,635.65	\$504.21			\$329,139.86	
<b>Bond - Fund 2</b>	021	\$431,849.57	\$158,398.08			\$590,247.65	
C D A	001	\$47,605.72	\$227.45			\$47,833.17	
		\$1,335,991.92	\$2,574,588.18	\$0.00	\$0.00	\$3,910,580.10	
<b>City of Valley</b>							
<b>Pooled Cash</b>							
<b>Proprietary Funds</b>							
		Cash				Cash	
<b>Funds 6 &amp; 7</b>		<u>Balance</u> <u>3/31/2023</u>	<u>Net Income</u> <u>or (Loss)</u>	<u>Fund 3</u> <u>Withholdings</u>	<u>Interfund</u> <u>Transfers</u>	<u>Balance</u> <u>4/28/2023</u>	<u>Investments</u> <u>4/28/2023</u>
Water - Fund 6	024	\$1,437,333.50	(\$875,261.17)			\$562,072.33	\$9,501.83
Cap. Facility Chg.	024	\$964,043.75	\$1,158.80			\$965,202.55	
Sewer - Fund 7	026	\$2,151,557.01	(\$875,261.16)			\$1,276,295.85	
Cap. Facility Chg.	026	\$714,376.96	\$1,416.31			\$715,793.27	
		\$5,267,311.22	(\$1,747,947.22)	\$0.00	\$0.00	\$3,519,364.00	
		Cash				Cash	
	<u>Dept</u>	<u>Balance</u> <u>3/31/2023</u>	<u>Net Income</u> <u>or (Loss)</u>	<u>Fund 3</u> <u>Withholdings</u>	<u>Interfund</u> <u>Transfers</u>	<u>Balance</u> <u>4/28/2023</u>	<u>Investments</u> <u>4/28/2023</u>
<b>Fund 4</b>							
Nursing Home	050	\$800,170.61	(\$59,479.56)			\$740,691.05	
<b>Fund 8</b>							
Keno	056	\$205,819.78	\$2,894.13			\$208,713.91	
<b>Fund 10</b>							
Sales Tax	058	\$2,974,724.57	\$130,110.52			\$3,104,835.09	
<b>ARPA</b>							
		\$459,414.13	(\$112,828.08)			\$346,586.05	
		\$4,440,129.09	(\$39,302.99)	\$0.00	\$0.00	\$4,400,826.10	
<b>Total All Funds</b>		<b>\$11,043,432.23</b>	<b>\$787,337.97</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$11,830,770.20</b>	<b>\$23,958.20</b>

**Accounts Payable Invoices 5/9/2023**

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Ace Hardware #339C	key master key kwikset	24.51
AFLAC	aflac insurance	1,359.48
ALL FLAGS, ETC.	15 US FLAGS	484.49
Amazon Business	DISPLAY PORT CABLE	33.24
Amazon Business	CLEAR LIQUID GLUE 1 GALLON BOTTLE	99.94
Amazon Business	JACK WIRED CORD ON-EAR HEADSET FOR CHILDREN	68.95
Amazon Business	PAPER TOWELS	27.99
Amazon Business	3 DRAWER FILE CABINET	179.55
AMERICAN UNDERGROUND SUPPLY	VALVE BOX	630.69
ANCHOR HOLDINGS	DEPOSIT REFUND 5310 N 281ST CIR	1,000.00
ARCHISTRUCTURE, MK	Credit refund	150.00
ARCHISTRUCTURE, MK	Credit refund	150.00
ARPS	part load ticket 65324	1,461.25
AUSTIN ABOUD	DEPOSIT REFUND 52 GINGER WOODS	1,000.00
BADGER BODY & TRUCK EQUIPMENT	12V POWER UNIT	738.00
Baker & Taylor	books	150.68
Baker & Taylor	books	304.58
Bauer Built	6 MULTI TRAC C/S	129.00
Bauer Built	FLAT REPAIR KIT TIRE REPAIR PARTS & LABOR	33.50
Black Hills Energy	ENERGY BILL	1,035.68
BLESSIE, RONALD	DEPOSIT REFUND 28456 LAUREL	1,000.00
Bomgaars	GLOVES	89.95
BURTON AC HEATING PLUMBING	1.04 YRDS CONCRETE & RE-BAR/ FORM WORK 8 HRS LABOR 225 W MEIGS ST	74.69
CAPPEL AUTO SUPPLY	TRAN FLU QT 06 F550	54.95
CAPPEL AUTO SUPPLY	BLSTR PK MINIATUR	6.99
CAPPEL AUTO SUPPLY	ATM FUSE KIT	7.49
CenturyLink	POOL PHONE	90.30
CENTURYLINK c/o JNR	300 PAIR BURIED CABLE	3,650.68
CHADWELL, JEREMY	Credit refund	118.08
CHARLES THOMAS HOMES	Credit refund	150.00
CK Parking Lot Maintenance	ASPHALT CRACK SEALING 279TH & 280TH ST MEIGS ST OVERPASS	9,800.00
COLONY CUSTOM HOMES	Credit refund	150.00
Cornhusker International Trucks Inc	PULLEY DR BELT POLY	220.54
CORNHUSKER STATE INDUSTRIES	6-DIRECTIONAL ARROW SIGNS 6-PEDESTRIAN CROSSING	379.50
COX BUSINESS		1,576.98
CURT HOFER & ASSOCIATES	Credit refund	150.00
Datashield Corporation	cleanup day	1,000.00
Datashield Corporation	routine onsite shred	45.00
Deemer, James R	TRAINING	321.40
DICKS VALLEY MARKET	COUNCIL CHAMBERS- CPR TRAINING LIMEAWAY	22.93
Douglas County Environmental	inspections	3,604.00
Eagle Engineering Group LLC	general engineering, general streets, building/zoning, staff	2,793.72
Eakes Office Solutions	police copier contract	254.65
Eakes Office Solutions	park - toilet tissue, mlti fold towels	95.96

Eakes Office Solutions	park towels	150.92
	office towels	
Eakes Office Solutions	scissors - office	13.49
Eakes Office Solutions	paper & folder file (manila)	72.30
Eakes Office Solutions	label 3000bx	37.80
Eakes Office Solutions	lgl paper	95.90
ECHELON HOMES LLC	DEPOSIT REFUND 29019 MARY ST	1,000.00
Elijah Williams Construction	DEPOSIT REFUND 5710 N 294TH CIR	1,000.00
Everett's Auto Repair	change tire mower	29.00
Everett's Auto Repair	service squad car	90.33
Everett's Auto Repair	service unit #52	93.33
Everett's Auto Repair	unit 51 Interstate battery	279.95
Everett's Auto Repair	check codes, compression test replace spark plugs	361.59
Everett's Auto Repair	repair coolant leak broken heater hose	451.04
Everett's Auto Repair	starter, ac shroud, aa motor, ab motor, aa fan blade, isolator,	1,390.23
FALCONE HOMES	DEPOSIT REFUND 6405 N 293RD CIR	1,000.00
Farnham & Griffin, P.C., L.L.O.	legal services	10,397.65
FIRST NEBRASKA BANK	VISTAPRINT, CASEY, JIMMY JOHNS, HOOPER OFFICE, ZEP	1,762.14
First Nebraska Bank (Brainard)	nursing home bond	5,962.50
First State Bank Nebraska	nursing home bond	5,962.50
Five Nines Technology Group INC	managed users	3,495.50
Five Nines Technology Group INC	hard disk drive	104.86
Fremont Department of Utilities		33,425.19
FRONTIER BUILDERS LLC	REFUND DEPOSIT 5505 N 290TH CIR	1,000.00
G LEE HOMES	Credit refund	96.08
G LEE HOMES	Credit refund	150.00
G LEE HOMES	Credit refund	150.00
G LEE HOMES	DEPOSIT REFUND 6509 N 293RD ST	1,000.00
HOSE & HANDLING	HOSE CUT TO 20' SECTIONS WITH QUICK CONNECTIONS	671.16
Host Coffee Service	WATER COOLER	28.89
Host Coffee Service	COFFEE CREAMER CREAMER	154.07
IBTS	COMMERCIAL INSPECTION	300.00
IDEAL DESIGNS REMODELING & CONSTRUCTION LLC	Credit refund	150.00
IDEAL DESIGNS REMODELING & CONSTRUCTION LLC	Credit refund	150.00
IDEAL DESIGNS REMODELING & CONSTRUCTION LLC	Credit refund	150.00
JD'S CAR WASH & DETAILING LLC	POLICE CARWASH	183.60
Jensen Tire & Auto	UNIT 51 TIRE TAX, TIRE PKG, TIRE DISPOSAL WHEEL ALIGNMENT	711.68
Jensen Tire & Auto	UNIT 53 TIRE TAX, TIRE PKG, TIRE DISPOSAL & ALIGNMENT	863.00
JEO CONSULTING	CONCEPTUAL MASTER PLAN	8,250.00
Jetco	SERVICE LABOR, MILEAGE PANELVIEW PLUS 7	5,164.50
Kreager, Shane A	SAFETY SHOES	136.40
LANDMARK PERFORMANCE	Credit refund	102.11
LANDMARK PERFORMANCE	DEPOSIT REFUND 29110 MARTIN CIR	1,000.00
Larsen International	2013 INTERNATIONAL 7600	4,658.15
LIM CONSTRUCTION DBA EVOLVED STRUCTURES	DEPOSIT REFUND 28569 JESSIE CIR	1,000.00
Lincoln National Life Insurance Company	insurance	1,252.72
LOVE'S TRAVEL STOPS & COUNTRY STORE	fuel	112.82
LOVE'S TRAVEL STOPS & COUNTRY STORE	fuel	296.15
LOVE'S TRAVEL STOPS & COUNTRY STORE	fuel	647.58
LOVE'S TRAVEL STOPS & COUNTRY STORE	fuel	648.30
LOVE'S TRAVEL STOPS & COUNTRY STORE	fuel	674.61
LOVE'S TRAVEL STOPS & COUNTRY STORE	FUEL	27.96
LOVE'S TRAVEL STOPS & COUNTRY STORE	POLICE FUEL	634.99
MAJESTIC HOMES	Credit refund	150.00
MAJESTIC HOMES	Credit refund	150.00

MAJESTIC HOMES	Credit refund	150.00
MALIBU HOMES	DEPOSIT REFUND 5501 N 290TH CIR	1,000.00
Martin Marietta	1" crush & run screenings	769.33
MENARDS - ELKHORN	2" impact torx,#30 1 pk 4x5 pwrlag AC2 50pc	37.56
MENARDS - ELKHORN	4 pk 1 1/4 pvc coupling, 1 1/4 pvc elbow, 1 1/4 pvc pipe	103.31
MENARDS - ELKHORN	ult adc stain brk red, 9" deepwell tray liner,	40.53
MENARDS - ELKHORN	spray paint blue	6.98
Menards- Fremont	dugout at park	795.74
Menards- Fremont	u bolt, pwrlag ac2 50pc	57.31
Menards- Fremont	libr-beach pebbleswhite tile, nozzle, garden hose, spray npaint police- door closer pool- ge cover, concrete cover seal, slidebolt door/gate	335.49
Michael Matzen	office & library monthly cleaning	823.90
MIDWEST DWELLINGS LLC	Credit refund	150.00
MIDWEST DWELLINGS LLC	Credit refund	150.00
MIDWEST DWELLINGS LLC	Credit refund	150.00
MIDWEST DWELLINGS LLC	Credit refund	150.00
Municipal Code Services	code update - burning code update- sewer rates	200.00
Nebraska Law Enforcement Training Center	caleb clark patrol rifle course- training	72.00
Nebraska Sweeping Inc	residential st, wide st, meigs overpass	3,502.50
Olmsted & Perry Consulting Engineers Inc.	BACKWASH WASTE RECOVERY SYSTEM	81,811.90
Olmsted & Perry Consulting Engineers Inc.	DISCUSSIONS, CONSULTATIONS, MEETINGS	380.00
OMNI ENGINEERING	COLD PATCH ASPHALT	931.00
OPPD	ELECTRIC BILL	14,198.10
PEOPLESERVICE INC	WATER/WASTEWATER MONTHLY SERVICE	32,418.00
Petty Cash	GENERAL, POLICE, BUILDING INSPECTOR MAILING	59.78
POHLAD CUSTOM HOMES INC	Credit refund	150.00
POLICE OFFICERS' ASSOCIATION OF NEBRASKA	HANDBOOKS	78.50
PROFILE HOMES	Credit refund	150.00
Publication Printing	CLEANUP DAY	163.10
ROB'S OIL COMPANY INC	DIESEL FUEL	290.07
S2 ROLLOFFS	CLEANUP DAY	5,034.90
Staples Connect	OFFICE SUPPLIS	95.98
The Daily Record	PROOF OF PUBLICATIONS	30.48
The Daily Record	MINUTES OF REG MEETING	237.84
The Daily Record	NOTICE OF PUBLICATION	31.76
The Daily Record	NOTICE OF PUBLICATION	33.68
The Daily Record	MEETING OF BOARD OF ADJUSTMENTS	22.16
The Daily Record	MEETING OF CITY OF VALLEY	32.40
TSC	JACK FOOTPLATE	24.99
TWO RIVERS SAND & GRAVEL	ROAD GRAVEL	602.36
VRBA Construction	GINGER COVE LIFT STATION	13,102.20
VRBA Construction	37, 115 GINGER WOODS LABOR & EQUIPMENT	3,590.00
Window Pro	WINDOW CLEANING OUTSIDE ONLY	20.00
Workplace Screening Intelligence LLC	SORENSEN, DONNERMYER, JONES, WILLMANN TESTING	282.00
<b>TOTAL</b>		<b>294,826.18</b>



Pay Group: Payroll Period

City of Valley

**Gross Wages**

**Employee**

Hourly	\$74,119.11
Salary	\$16,532.98
Cell Phone Reimbursement	\$406.34
K9	\$333.90
Reimbursement - Non Taxable	\$115.75
Uniform	\$365.75
<b>Total:</b>	<b>\$91,873.83</b>

<b>Net Pay</b>	<b>Uncollected</b>	<b>Collected</b>
Net Check	\$1,346.20	
Direct Deposit		\$66,565.24

<b>Deductions (included in gross wages)</b>	<b>Uncollected</b>	<b>Collected</b>
Accidental Death Insurance	\$0.00	\$0.00
AFLAC - Short Term Disability 2023	\$132.74	\$0.00
AFLAC - Specified Health Event 2023	\$4.32	\$0.00
AFLAC Accidental 2023	\$59.30	\$0.00
AFLAC Cancer 2023	\$93.78	\$0.00
AFLAC Hospital 2023	\$38.92	\$0.00
Child Support	\$858.46	\$0.00
Dental	\$52.16	\$0.00
Lincoln Financial Life Insurance	\$0.00	\$0.00
Medical	\$824.56	\$0.00
MWG - Gap Insurance 2023	\$28.92	\$0.00
Simple IRA 2023	\$3,938.17	\$0.00
Vision	\$8.94	\$0.00
YMCA Membership (In-Network)	\$0.00	\$0.00
<b>Deduction Total:</b>	<b>\$6,040.27</b>	<b>\$0.00</b>

<b>Employee Taxes (included in gross wages)</b>	<b>Uncollected</b>	<b>Collected</b>
Federal	\$0.00	\$7,504.36
Medicare	\$0.00	\$1,298.42
Social Security	\$0.00	\$5,551.82
State (NE)	\$0.00	\$3,567.52
<b>Employee Tax Total:</b>	<b>\$0.00</b>	<b>\$17,922.12</b>

Pay Group: Payroll Period

**City of Valley**

Employer Taxes	<b>Uncollected</b>	<b>Collected</b>
Medicare	\$0.00	\$1,298.42
NE-UI	\$0.00	\$42.09
Social Security	\$0.00	\$5,551.82
<b>Employer Tax Total:</b>	<b>\$0.00</b>	<b>\$6,892.33</b>

**Uncollected**

Checks To Print:	\$1,346.20
Employee Taxes:	\$0.00
Employer Taxes:	\$0.00
Deductions:	\$6,040.27

**Collected**

Direct Deposits:	\$66,565.24
Employee Taxes:	\$17,922.12
Employer Taxes:	\$6,892.33
Deductions:	\$0.00
Fees:	\$160.80
Other Collections:	\$0.00

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**Bank Transfer to TRAXPayroll.com: \$91,540.49**

City of Valley

Employee	Hours	Employee Total	Employer Total
<b>Simple IRA 2023</b>			
Brown, Elizabeth	91.98	\$41.40	\$41.40
Clark, Caleb	28.20	\$566.99	\$37.80
Deemer, James	160.00	\$277.78	\$277.78
Eckerman, Cheryl	165.73	\$303.87	\$303.87
Eggen, Doug	160.00	\$624.96	\$312.48
Emmi, Sarah	161.65	\$76.38	\$76.38
Hempel, Michael	168.62	\$136.96	\$136.96
Jones, Kristin	160.57	\$128.59	\$128.59
Korinek, Beth	98.95	\$124.67	\$124.67
Kreager, Shane	165.73	\$119.56	\$119.56
Musson, James	169.13	\$249.30	\$249.30
Ratigan, Patrick	166.18	\$93.46	\$93.46
Sheets, Tim	170.70	\$247.24	\$247.24
Spinar, Stacy	164.15	\$114.00	\$114.00
Stewart, Samantha	160.39	\$212.77	\$212.77
Van Den Boogaart, Jeroen	182.55	\$620.24	\$372.15
<b>Grand Total</b>			
	<b>Total Count: 16</b>	<b>Grand Total: 2,374.54</b>	<b>\$3,938.17</b>
			<b>\$2,848.41</b>



Paid to

## Commission Summary

Date 4/5/2023

City of Valley

3/16-3/31/2023

Description	Amount
	4,265.51

Amount \$4,265.51



Paid to

## Commission Summary

Date 4/19/2023

City of Valley

4/1-4/15/2023

Description	Amount
	3,882.14

Amount \$3,882.14

**April Keno Receipts  
\$8,147.65**



Date: May 4, 2023  
To: City of Valley  
From: Jeremy Beam, Lead Operator  
O & M Report: April 2023

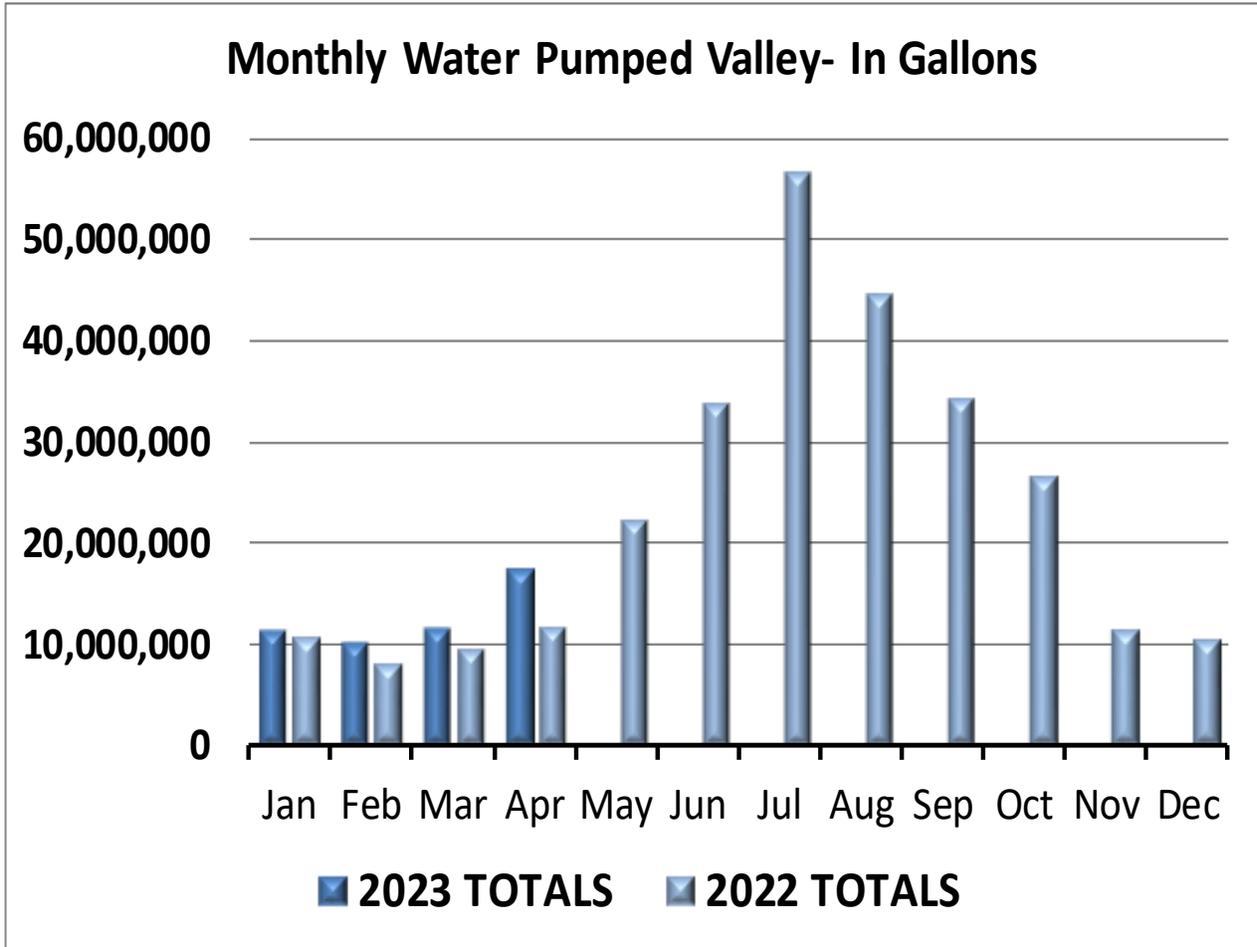
### **Water Operation & Maintenance**

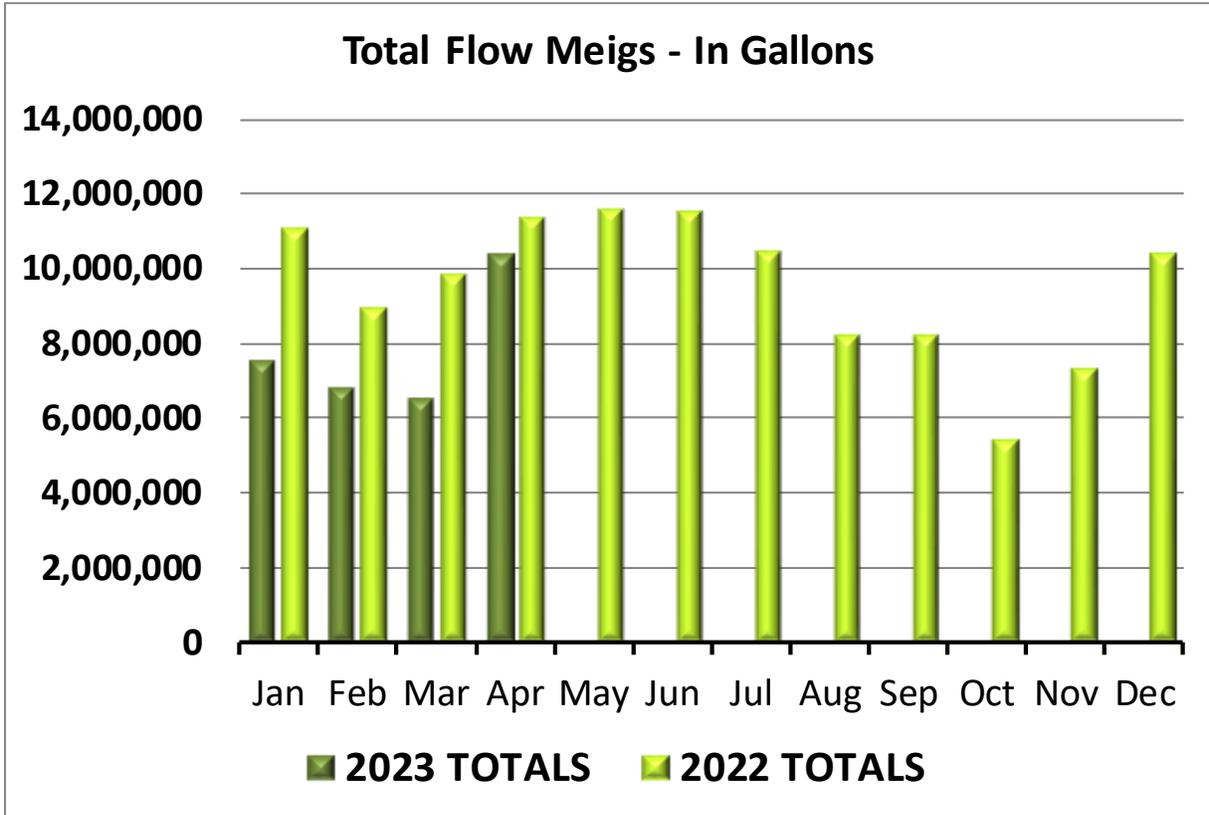
- PeopleService performed 408 locates for the month.
- Installed 15 radios on new build's.
- PeopleService handed out shutoff notices on Tuesday the 25<sup>th</sup>. On Wednesday the 26<sup>th</sup> we shutoff four people's water for nonpayment. They were turned them back on the 27<sup>th</sup> after payment was made.
- PeopleService read meters on Wednesday the 26<sup>th</sup>.
- State water samples were taken, with all negative results on bacteria.
- The inlet valve on filter 4 at the water plant is not opening and closing correctly. We had Vrba investigate the valve, thinking a pin may have come loose and was spinning freely, but it was found that the actuator for the valve is bad. We have ordered a new one but is a 10-12 week lead time before we will get the new one. Once that is in Vrba will come back and install the valve. This filter is shut down until the new actuator can be installed.
- New valves were installed in 2018. Vrba noticed that these new valve columns where the shaft goes through have a lot of corrosion and is eating them away.
- We are currently backwashing each filter everyday due to the 3 filters having to do the work of 4.
- PeopleService responded to brown water calls as they came in. We went out to the area that the calls came from and flushed hydrants to clear it up. We have identified some areas that are dead ends and need a flushing hydrant installed. We are working up a plan to get these installed so we can serve the public better with this issue.

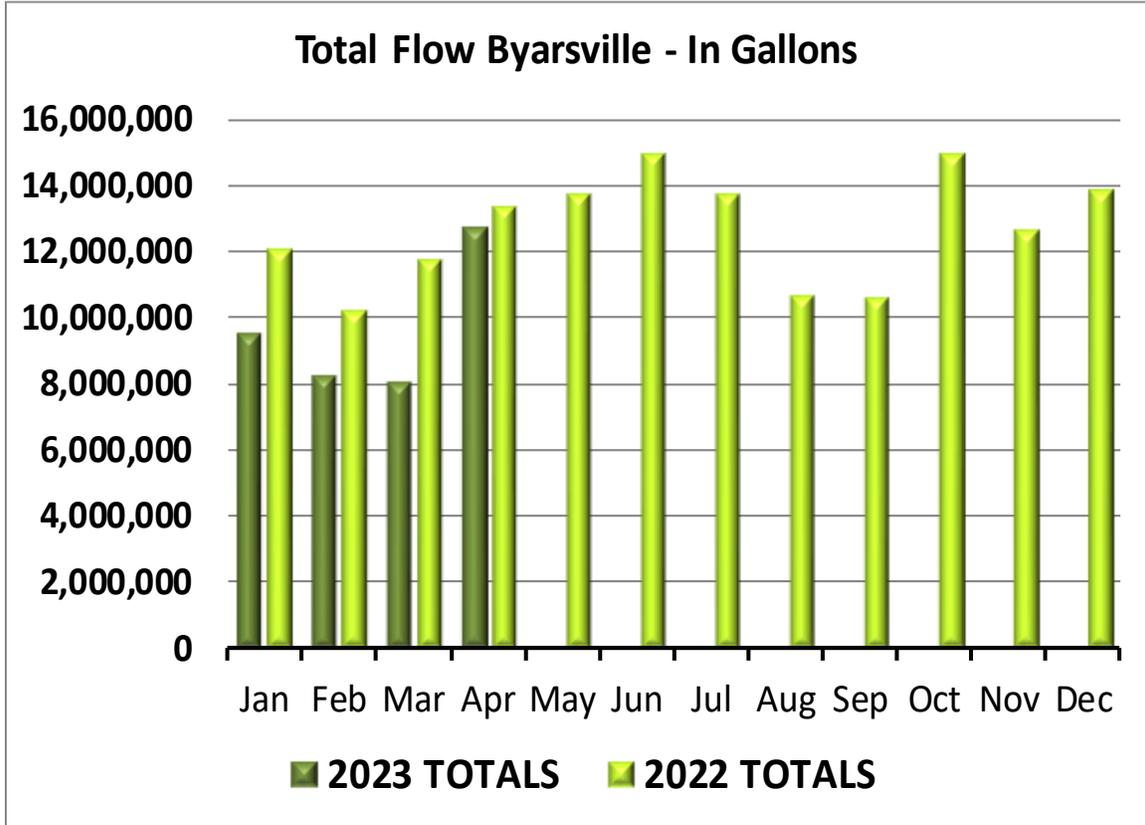
**Wastewater Operation & Maintenance**

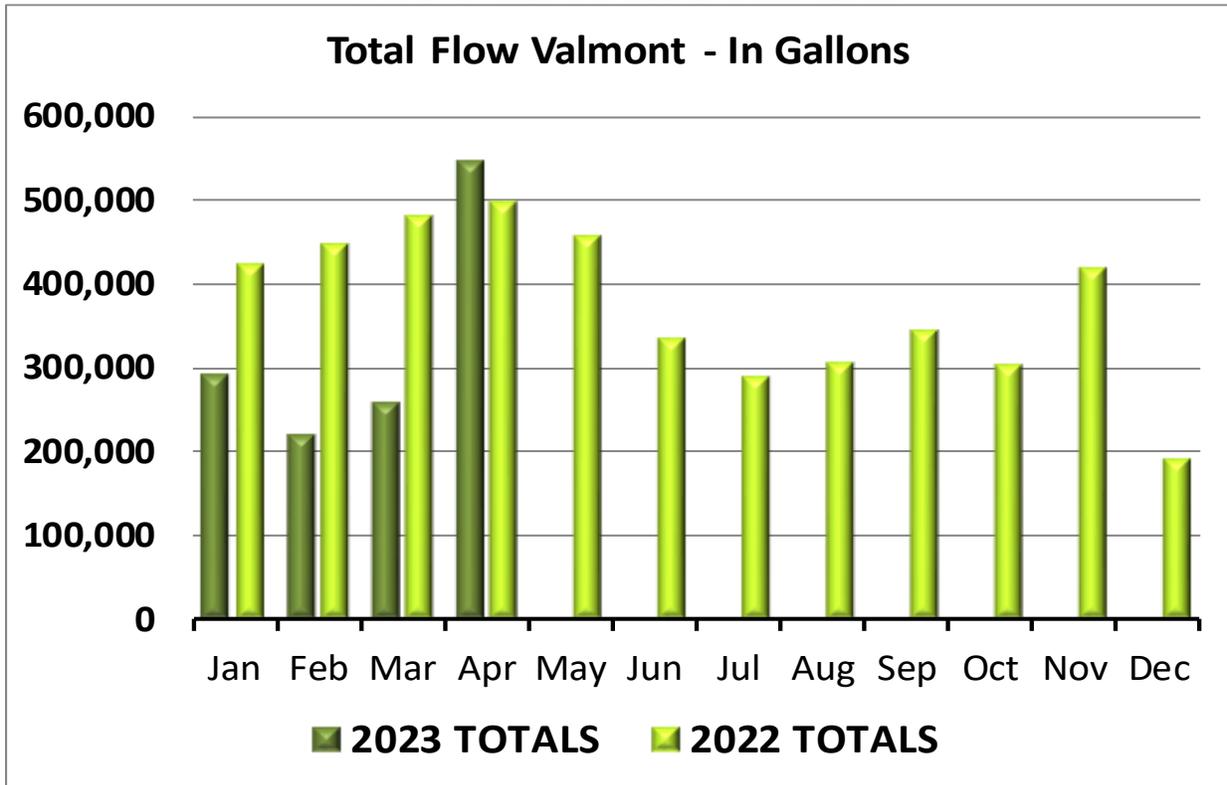
- Monthly work orders were completed on all lift stations.
- We are still waiting on the grinder for Byersville. We are cleaning the bar screen manually.
- The lighting at Byersville and Meigs lift station was all replaced. All the lighting fixtures were burned up and replaced with LED lighting.

		This Month	Last Month	Same Month Last Year
		April-23	March-23	April-22
<b>Water</b>	<b>Units</b>			
<b>Total Monthly Pumped Valley</b>	gallons	17,351,000	11,445,000	11,743,000
<b>Daily Average Pumped Valley</b>	gallons	591,000	369,193	404,931
<b>Average Fluoride Residual</b>	mg/L	0.00	0.00	0.91
<b>Fluoride used</b>	lbs	220.50	139.50	139.30
<b>Average Chlorine Residual</b>	mg/L	0.38	0.35	0.23
<b>Chlorine used</b>	lbs	97.30	95.90	98.20
<b>Potassium Permanganate</b>	lbs	646.00	449.00	232.00
<b>Wastewater</b>				
<b>Effluent Flow</b>				
<b>Total Flow Meigs Street</b>	gallons	10,426,000	6,568,000	11,355,000
<b>Avg Daily Flow Meigs Street</b>	gallons	245,000	243,000	378,500
<b>Total Flow Byarsville</b>	gallons	12,749,000	8,053,000	13,380,000
<b>Avg Daily Flow Byarsville</b>	gallons	245,000	298,000	446,000
<b>Total Flow Valmont</b>	gallons	548,000	258,000	428,780
<b>Avg Daily Flow Valmont</b>	gallons	18,000	9,500	13,831
<b>Lift Station Data</b>				
<b>Gardiner St Rainwater Total Runtime</b>	hours	0.00	0.00	0.00
<b>Valhaven (#1) Total Runtime</b>	hours	0.00	0.00	0.00
<b>Valhaven (#2) Total Runtime</b>	hours	16.70	17.40	6.50
<b>Country Aire (#1) Total Runtime</b>	hours	33.90	24.40	32.00
<b>Legacy Valley Total Runtime</b>	hours	73.20	57.20	31.20
<b>Legacy Valley Avg Daily Runtime</b>	hours	2.36	1.84	1.00
<b>Valley Shores (1) Pump 1 Total Run</b>	hours	15.80	17.60	27.10
<b>Valley Shores (1) Pump 2 Total Run</b>	hours	15.10	16.70	24.00
<b>Valley Shores (2) Pump 1 Total Run</b>	hours	39.20	42.60	113.80
<b>Valley Shores (2) Pump 2 Total Run</b>	hours	0.00	0.00	119.20
<b>Valley Shores (3) Pump 1 Total Run</b>	hours	7.90	8.10	6.30
<b>Valley Shores (3) Pump 2 Total Run</b>	hours	10.00	10.30	6.10
<b>Regional Pump #1 Total Runtime</b>	hours	670.50	670.00	42.50
<b>Regional Pump #2 Total Runtime</b>	hours	670.60	669.90	42.60
<b>Mallard (1) Pump 1 Total Runtime</b>	hours	11.30	12.60	13.30
<b>Mallard (1) Pump 2 Total Runtime</b>	hours	11.40	11.10	13.20
<b>Mallard (2) Pump 1 Total Runtime</b>	hours	0.00	1.40	5.00
<b>Mallard (2) Pump 2 Total Runtime</b>	hours	8.80	7.90	4.90
<b>Mallard (3) Pump 1 Total Runtime</b>	hours	18.60	21.60	27.50
<b>Mallard (3) Pump 2 Total Runtime</b>	hours	17.70	20.50	13.30
<b>Mallard (4) Pump 1 Total Runtime</b>	hours	34.80	33.80	32.00
<b>Mallard (4) Pump 2 Total Runtime</b>	hours	36.50	36.90	37.70
<b>Bluewater (1) Pump 1 Total Runtime</b>	hours	11.40	11.60	9.30
<b>Bluewater (1) Pump 2 Total Runtime</b>	hours	14.20	16.00	15.50
<b>Bluewater (2) Pump 1 Total Runtime</b>	hours	111.00	127.70	16.50
<b>Bluewater (2) Pump 2 Total Runtime</b>	hours	45.00	38.20	15.10
<b>Bluewater (3) Pump 1 Total Runtime</b>	hours	15.60	18.40	37.00
<b>Bluewater (3) Pump 2 Total Runtime</b>	hours	17.80	14.90	17.30
<b>Bluewater (4) Pump 1 Total Runtime</b>	hours	95.20	10.50	8.10
<b>Bluewater (4) Pump 2 Total Runtime</b>	hours	16.10	17.90	26.30
<b>Bluewater (5) Pump 1 Total Runtime</b>	hours	0.00	0.00	0.00
<b>Bluewater (5) Pump 2 Total Runtime</b>	hours	78.40	30.00	39.40
<b>Bluewater (6) Pump 1 Total Runtime</b>	hours	11.20	11.70	10.80
<b>Bluewater (6) Pump 2 Total Runtime</b>	hours	206.70	169.30	221.20
<b>Bluewater (7) Pump 1 Total Runtime</b>	hours	9.20	8.10	5.70
<b>Bluewater (7) Pump 2 Total Runtime</b>	hours	9.40	7.90	5.70
<b>Ginger Cove (1) Pump 1 Total Runtime</b>	hours	101.20	101.70	37.41
<b>Ginger Cove (1) Pump 2 Total Runtime</b>	hours	0.00	0.00	32.61
<b>Ginger Cove (2) Pump 1 Total Runtime</b>	hours	0.00	0.00	27.90
<b>Ginger Cove (2) Pump 2 Total Runtime</b>	hours	17.20	12.80	68.10
<b>Ginger Cove (3) Pump 1 Total Runtime</b>	hours	0.00	0.00	51.40
<b>Ginger Cove (3) Pump 2 Total Runtime</b>	hours	0.00	0.00	29.80









Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Maintenance Budget	\$29,736.00	\$12,045.00	41%	58%
<b>Total</b>	\$29,736.00	\$12,045.00	41%	100%

**APRIL WORK ORDERS COMPLETED**

Date completed	Equipment	Location	Task
4/27/2023	BYERSVILLE LS EMERGENCY GENERATOR	5029 Valley, NE	LS Monthly PM
4/24/2023	COUNTRY AIRE LIFTSTATION	5029 Valley, NE	LS Monthly PM
4/24/2023	DAIRY QUEEN LIFTSTATION	5029 Valley, NE	LS Monthly PM
4/19/2023	MALLARD LANDING LIFT STATION 1	5029 Valley, NE	LS Monthly PM
4/20/2023	MALLARD LANDING LIFT STATION 1	5029 Valley, NE	LS Annual PM
4/19/2023	MALLARD LANDING LIFT STATION 2	5029 Valley, NE	LS Monthly PM
4/18/2023	MALLARD LANDING LIFT STATION 2	5029 Valley, NE	LS Annual PM
4/18/2023	MALLARD LANDING LIFT STATION 3	5029 Valley, NE	LS Monthly PM
4/17/2023	MALLARD LANDING LIFT STATION 3	5029 Valley, NE	LS Annual PM
4/17/2023	MALLARD LANDING LIFT STATION 4	5029 Valley, NE	LS Monthly PM
4/17/2023	MALLARD LANDING LIFT STATION 4	5029 Valley, NE	LS Annual PM
4/14/2023	MEIGS LS EMERGENCY GENERATOR	5029 Valley, NE	LS Monthly PM
4/14/2023	REGIOINAL LS EMERGENCY GENERATOR	5029 Valley, NE	LS Monthly PM
4/13/2023	VALHAVEN LIFTSTATION	5029 Valley, NE	LS Monthly PM
4/12/2023	BLUEWATER LIFTSTATION 1	5029 Valley, NE	LS Monthly PM
4/12/2023	BLUEWATER LIFTSTATION 2	5029 Valley, NE	LS Monthly PM
4/11/2023	BLUEWATER LIFTSTATION 3	5029 Valley, NE	LS Monthly PM
4/10/2023	BLUEWATER LIFTSTATION 4	5029 Valley, NE	LS Monthly PM
4/10/2023	BLUEWATER LIFTSTATION 5	5029 Valley, NE	LS Monthly PM
4/7/2023	BLUEWATER LIFTSTATION 6	5029 Valley, NE	LS Monthly PM
4/7/2023	BLUEWATER LIFTSTATION 7	5029 Valley, NE	LS Monthly PM
4/5/2023	GINGER COVE LIFT STATION #1	5029 Valley, NE	LS Monthly PM
4/5/2023	GINGER COVE LIFT STATION #2	5029 Valley, NE	LS Monthly PM
4/5/2023	GINGER COVE LIFT STATION #3	5029 Valley, NE	LS Monthly PM
4/5/2023	GINGER WOODS LIFT STATION #1	5029 Valley, NE	LS Monthly PM
4/5/2023	GINGER WOODS LIFT STATION #2	5029 Valley, NE	LS Monthly PM
4/6/2023	GINGER WOODS LIFT STATION #3	5029 Valley, NE	LS Monthly PM
4/5/2023	LIFT STATION #1-VALLEY,NE SYST	5029 Valley, NE	LS Monthly PM
4/5/2023	VALLEY SHORES LIFT STATION 1	5029 Valley, NE	LS Monthly PM
4/4/2023	VALLEY SHORES LIFT STATION 1	5029 Valley, NE	LS Annual PM
4/4/2023	VALLEY SHORES LIFT STATION 2	5029 Valley, NE	LS Monthly PM
4/4/2023	VALLEY SHORES LIFT STATION 2	5029 Valley, NE	LS Annual PM



4/4/2023	VALLEY SHORES LIFT STATION 3	5029 Valley, NE	LS Monthly PM
4/4/2023	VALLEY SHORES LIFT STATION 3	5029 Valley, NE	LS Annual PM
4/3/2023	VALMONT LIFT STATION	5029 Valley, NE	LS Monthly PM
4/3/2023	AIR COMPRESSOR	6029 Valley, NE	Inspection
4/3/2023	PORTABLE GAS MONITOR	6029 Valley, NE	Calibrate Equipment
4/3/2023	FIRE EXTINGUISHERS	6029 Valley, NE	Inspection

## DAILY RECORDS April 2023

		This month	Last month	Last year
<b>LIBRARY VISITS:</b>				
	Adults	400	426	314
	Children	201	330	201
Computers	Adults	36	34	27
	Children	39	36	24
Fax/Copies		47	44	34

### Reference transactions (indicate nature of question)

Locating Library Materials 62, Readers' Advisory 28, Account info and renewals 13, Technology Assistance 85, Local Info 10, General Info 191.

Total	389	227	180
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### PROGRAM ATTENDANCE:

	Adults	60	46	62
4/1 Knitting – 6; 4/8 Knitting – 7; 4/12 Garden Build – 15; 4/15 Knitting – 5; 4/17 Book Club – 5; 4/20 DIY Bird Feeders – 3; 4/22 Knitting – 7; 4/22 Spring Tea – 5; 4/29 Knitting – 7				
	Teens	27	65	12
4/5 D&D – 8; 4/12 D&D – 6; 4/19 D&D – 7; 4/26 D&D – 6				
	Children	57	114	103
4/4 Tween Tuesday – 10; 4/7 Lego Club – 5; 4/18 Tween Tuesday – 8; 4/21 Lego Club – 13; 4/25 Tween Tuesday – 6; NLW Scavenger Hunt – 7; 4/28 Lego Club – 7				
	Pre-K	14	75	0
4/2 DC West Pre-K – 14				
Total		158	300	177

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

Valley 9, other DC 1, Non DC 0

Total	10	5	6
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Volunteers/hours	5/15	5/15	0/0
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### MATERIALS CHECKED OUT:

Adult	572	520	496
Children	1073	1174	689
Overdrive	240	269	175

## Valley Clean Up Day April 15, 2023

<i>Personnel</i>	<i>\$522.92</i>
<i>Dumpsters:</i>	
<i>12 yard @ \$190.00 each (24)</i>	<i>\$5,034.90</i>
<i>30 yard @ \$474.90 each (1)</i>	
<i>Advertising:</i>	
<i>Face Book</i>	<i>No Charge</i>
<i>Next Door</i>	<i>No Charge</i>
<i>DataShield Corp.</i>	
<i>Document Shredding</i>	<i>\$1,000.00</i>
<i>Publication Printing of Nebraska Inc.</i>	<i>\$163.10</i>
<i>Signage for cleanup day</i>	
<i>All Metals Market provided a dumpster, which they delivered and picked up. They issued a check to the City in the amount of</i>	<i>\$822.00</i>
<i>No batteries were collected.</i>	
	<b><i>\$6,720.92</i></b>
	<b><i><u>-822.00</u></i></b>
	<b><i><u>\$5,898.92</u></i></b>

*2010 costs \$1934.45*

*2011 costs \$2818.60*

*2012 costs \$2247.49*

*2013 costs \$2896.06 (Both May & August – does not include additional chipping labor)*

*2014 costs \$3225.12 (does not include additional chipping labor)*

*2015 costs \$2807.62 (does not include additional chipping labor)*

*2016 costs \$2795.82*

*2017 costs \$2402.38*

*2018 costs \$2104.18*

*2019 Flood*

*2020 costs \$3,769.94*

*2021 costs \$3,932.31*

*2022 costs \$3,656.69*

*2023 costs \$5,898.92*

## Christie Donnermeyer

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**Subject:** FW:

**From:** Valley City Office <[cityoffice@valleyne.org](mailto:cityoffice@valleyne.org)>

**Sent:** Thursday, March 23, 2023 9:02 PM

**To:** Cindy Grove <[mayor@valleyne.org](mailto:mayor@valleyne.org)>; Cheryl Eckerman <[ceckerman@valleyne.org](mailto:ceckerman@valleyne.org)>; Tyler Cooper <[tcooper@valleyne.org](mailto:tcooper@valleyne.org)>

**Subject:** Council Agenda Request Lena Beeson

Name: Lena Beeson

Phone: 402-319-2071

Email Address: [5bees1@cox.net](mailto:5bees1@cox.net)

Address: 3833 S 186 Ave Omaha, NE 68130

Agenda Item Description: Approval to have the Annual Rollin To Colon bicycle ride June 1, 2023

Requested Action: Requesting permission to hold the Rollin to Colon annual bicycle ride on June 11, 2023 starting at DC West Highschool

Does this require an expenditure of funds: No

[View in List](#)

# PROCLAMATION

## PEACE OFFICERS' MEMORIAL DAY and NATIONAL POLICE WEEK

MAY 15, 2023 and MAY 14-20, 2023

**WHEREAS** the Congress and President of the United States have designated May 15<sup>th</sup> as Peace Officers' Memorial Day, and the week in which May 15<sup>th</sup> falls as National Police Week; and

**WHEREAS** the members of the **Valley Police Department** play an essential role in safeguarding the rights and freedoms of all citizens in the City of Valley; and

**WHEREAS** it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

**WHEREAS** the Valley Police Department has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service.

**NOW THEREFORE** be it resolved that I, Cindy Grove, Mayor of the City of Valley, along with my fellow Council Members, do hereby proclaim the week of May 14-20, 2023 **PEACE OFFICERS' MEMORIAL DAY and NATIONAL POLICE WEEK**. I encourage everyone to join in commemorating law enforcement officers, past and present, who, by their faithful and loyal protection, have rendered a dedicated service to their communities and, publicly salutes the service of law enforcement officers in our community and in communities across the nation.

*DATED THIS 9<sup>TH</sup> DAY OF MAY 2023.*

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Cindy Grove, Mayor  
City of Valley

# PROCLAMATION

## INTERNATIONAL BUILDING SAFETY MONTH

MAY 2023

**WHEREAS** the safety of the buildings we occupy daily is essential to the health, safety, and welfare of the citizens of the world, and

**WHEREAS** among the world's most fundamental laws are those providing safety standards for the construction of buildings in which people live, work and play, and

**WHEREAS** for construction codes to be effective and enforced, understanding and cooperation must exist between code officials and the people they serve, and

**WHEREAS** through the efforts of code officials worldwide, and their cooperative relationship with the construction industry, the administration of these health and life-safety standards is assured, and

**WHEREAS** units of government across the world – along with such prestigious organizations as International Code Council, Nebraska Code Officials Association and Board of Engineers and Architects - are joining to promote the use of building and construction codes today, through the observation of International Building Safety Month.

**NOW THEREFORE** be it resolved that the month of May 2023, shall be known as **INTERNATIONAL BUILDING SAFETY MONTH**. I urge all citizens to participate in International Building Safety Month activities to promote building safety, to create awareness as to the importance of construction and building codes, and to spotlight the role of the dedicated code official in administering those codes.

DATED THIS 9<sup>th</sup> DAY OF MAY 2023.

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Cindy Grove, Mayor  
City of Valley

## RESOLUTION NO. 2023-18

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

WHEREAS, in connection with the administration of the retirement plan for the City's employees it is necessary to open and establish an investment account for certain contributions; and

WHEREAS, the consultant for the City's retirement plan has recommended that the account be set up at TD Ameritrade; and

WHEREAS, the investment account will be used for the remainder of calendar year 2023; and

WHEREAS, the City Council desires to authorize such investment account.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. It is in the best interest of the City for the City to open and establish an investment account at TD Ameritrade for certain contributions in connection with the administration of the City's retirement plan.
2. The Mayor, City Clerk, and Treasurer are hereby authorized and directed to take the necessary steps to open an investment account at TD Ameritrade, including the execution of an account application, signature cards and any other document or instrument necessary to establish such account.

PASSED AND APPROVED this 9<sup>th</sup> day of May, 2022.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

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

\_\_\_\_\_  
John Batcher, Council President

\_\_\_\_\_  
Linda Lewis, Council Member

\_\_\_\_\_  
Bryon Ueckert, Council Member

\_\_\_\_\_  
Chris TenEyck, Council Member

ATTEST:

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Cheryl K. Eckerman, City Clerk

# RESOLUTION NO. 2023 – 19

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

**WHEREAS**, on or about March 17, 2023, **Still Water Lake, L.L.C.**, a Nebraska limited liability company and the **City of Valley, Nebraska** entered into an Irrevocable Letter of Credit Agreement wherein Still Water and City agree certain funds for Still Water Lake be secured by a loan obtained by the subdivider for distribution in accordance with the terms of this Agreement.

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

**WHEREAS**, the sum of Eight thousand fifty-two and 50/100 dollars, (\$8,052.50) is **due to CITY OF VALLEY**, as submitted by the attached invoices from Eagle Engineering Group and Olmsted & Perry, engineers for the City of Valley; and

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

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

1. United Republic Bank is hereby authorized and directed to disburse to **CITY OF VALLEY** the sum of Eight thousand fifty-two and 50/100 dollars, (\$8,052.50) as payment due for Still Water Lake, L.L.C./ general engineering and planning.

PASSED AND APPROVED THIS 9<sup>th</sup> OF MAY, 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 Eckerman, City Clerk

# RESOLUTION NO. 2023-20

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

**WHEREAS**, the City of Valley, Nebraska, proposes to enter into an Agreement with American Legal Publishing, LLC for recodification of the City's Municipal Codes; and

**WHEREAS**, the proposed Codification Agreement and Pricing Contract with American Legal Publishing, LLC for recodification services has been submitted; and

**WHEREAS**, the Valley City Council met in regular session on May 9, 2023 and reviewed said Codification Agreement and Pricing Contract with American Legal Publishing, LLC for recodification of the Municipal Codes.

**NOW, THEREFORE, BE IT RESOLVED**, that the Valley City Council authorizes Mayor Cindy Grove to execute the Codification Agreement and Pricing Contract with American Legal Publishing, LLC for recodification services on behalf of the City of Valley, copies of which are marked as "Exhibit A" and "Exhibit "B" respectively, and attached hereto and made a part hereof by reference.

PASSED AND APPROVED THIS 9<sup>th</sup> OF MAY, 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

American Legal Publishing  
525 Vine Street, Ste 310  
Cincinnati, Ohio 45202

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

## CODIFICATION AGREEMENT

March 10, 2023

The City of Valley, a municipal corporation in the State of Nebraska ("Municipality") and American Legal Publishing, ("Publisher"), agree as follows:

### I. THE PUBLISHER SHALL:

- (1) Examine the Municipality's Charter (if any), and prior code of ordinances (if any), and all ordinances or resolutions provided by the Municipality and determine which materials are to be codified.
- (2) Utilize its staff of attorneys to review all materials to be codified and prepare a written report for the municipal attorney.

- (a) The report may include notice of and suggestions for resolving the following:

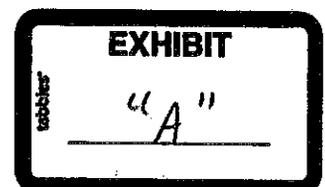
Apparent conflicts with referenced state and federal statutes and administrative regulations;

Repealed, renumbered, or obsolete state and federal statutes and administrative regulations;

Apparent conflicts with prominent federal case law; and Internal discrepancies such as duplications, ambiguities, and obsolete terminology.

- (b) Suggest new provisions which the Municipality should consider including in the new code, and delete old provisions which are no longer necessary or which might be improper or unlawful.
- (c) The review will not involve re-drafting of entire chapters by the Publisher. However, the Publisher will provide model ordinances to the Municipality upon request if available.
- (d) At the option of the municipality, hold a manuscript conference with municipal representatives to review the report. The Municipality will not be billed for time of the American Legal staff attorney if it chooses this option, but will be billed for travel expenses.

Note: The review performed by the Publisher should not be considered as a substitute for the competent advice of your Municipal Attorney, especially based on his/her in-depth knowledge of the municipal practices and procedures, and American Legal Publishing is in no way assuming the role of attorney for the municipality. Land Use sections of the code are especially specific to the locality and are thus only subject to cursory review and comparison with the rest of the code.



- (3) Classify all ordinances and resolutions which are of a general and permanent nature into titles, chapters, and sections, according to subject matter.
- (4) Make changes to effect uniformity of style and to correct typographical and spelling errors, grammar, and usage. Substantive changes shall not be made in the wording of the ordinances. Suggestions for additions or changes in the ordinances will be submitted to the Municipal Attorney.
- (5) Prepare:
  - (a) Title, chapter, and section headings.
  - (b) A table of contents and sectional analysis for each chapter.
  - (c) A legislative history for each section, citing the ordinance number and date of passage, as indicated on copies of ordinances supplied to the Publisher.
  - (d) Statutory cross-references to sections of the state statutes and to other pertinent parts of the Code where applicable. These references shall appear at the end of the section to which they apply.
  - (e) Tables of Special Ordinances listing chronologically those ordinances in certain subject areas that the Municipality finds to be pertinent.
  - (f) Parallel Reference Tables showing:
    1. The disposition of ordinances (in numeric sequence) included in the codification (Ordinance to Code).
    2. A listing of code sections based on state statutes (Statute to Code).
    3. A listing of prior code sections incorporated into the new code if applicable (Old Code to New Code).
  - (g) An index (which will be created after the first draft of the Code is submitted).
- (6) Provide the Municipality with model or sample ordinances when available and upon request, at no additional charge.
- (7) Deliver to the Municipality, within 3-7 months from receipt of the materials deemed necessary by the Publisher to begin the codification (prior code, ordinances and new code questionnaire), one copy of a draft of the Code for the Municipality's examination.
- (8) If necessary, hold a conference to make final corrections, additions, and deletions to the Code. The Municipality will be billed for the travel expenses of the American Legal staff attorney. The Municipality may present changes to pages of the draft at the conference. After the final conference, no additional changes are to be made. Any further changes, additions, or deletions shall be made in the future supplements to the Code in accordance with III(3) of this

Agreement. When the draft, and any changes thereto made by the Municipality, is returned to the Publisher, such return of the draft shall be deemed final authorization by the Municipality to publish the Code as returned. If additional conferences are requested by the Municipality which require the travel of a member of the staff of the Publisher, then the Municipality shall be advised what the additional cost, if any, for such conference will be.

- (9) Deliver to the Municipality, within 3 months of receipt of the corrected draft, up to 5 printed copies of the Code meeting the following specifications:
  - (a) Type to be single column
  - (b) Page size to be 8½" x 11"
  - (c) Printed on high quality paper
  - (d) All copies to be in hard-covered, 3-ring, loose leaf binders. All binders shall have the Municipality's name stamped in gold and shall contain divider tabs.
- (10) Provide a sample adopting ordinance to the Municipality.

## **II. THE MUNICIPALITY SHALL:**

- (1) The Municipality will provide clear copies of all materials necessary to perform the codification, including an up to date copy of any previously published code of ordinances, copies of ordinances and pertinent resolutions not previously codified, and a completed New Code Questionnaire (provided by the Publisher). (If the Municipality provides meeting minutes to the Publisher to review for legislation contained therein rather than actual ordinances or resolutions, there will be an additional charge of \$45.00 an hour to extract ordinances or resolutions from the minutes for use in the new code.)
- (2) After receipt of the draft of the code and legal report described in paragraph I (2), the Municipality shall have 60 days to review the draft and report and to return to the Publisher its comments about the draft and its answers to the legal report. In the alternative, if the Municipality opts for the legal conference described in paragraph I (9), it must contact the Publisher within 60 days to set up a meeting date. The meeting, itself, need not occur within the same 60 day period. If the Municipality fails to either return its comments and answers to the legal report within 60 days or, if applicable, to set up a meeting date, the Municipality may request that the Publisher extend the deadline in writing. The Publisher may adjust the contract price to cover any increased costs due to the Municipality's delay.
- (3) The Publisher agrees to include in the final version of the Code all ordinances adopted by the Municipality up to the time the manuscript is originally due back to the Publisher under the provisions of (2) above. The Municipality agrees that any ordinances adopted after this date shall be included at the Publishers' supplement rates (as set out in paragraph III(3)(b)) at the time of the inclusion of these ordinances into the code.

- (4) (a) Pay to the Publisher for shipping of the final code order as a base price, the sum of \$7,095.00 for its services set out in Section I, payable as follows:

Forty percent (40%) due upon acceptance of this agreement;  
 Forty percent (40%) within 30 days after submission of the manuscript and invoice;  
 The balance 30 days after receiving final delivery of the printed Code books plus invoice.

- (b) The price above is based upon a code of the following number of pages according to the format option chosen by the Municipality. Should the final page count of the code be more pages than this estimate, the base price will increase accordingly at the time of the final invoice:

FORMAT	NUMBER OF PAGES	INCREASE
8½" x 11" Single-column page	325	\$19. per page

- (5) Pay any invoices within 30 days of the invoice date. Invoices outstanding beyond the 30 day period shall be subject to a late payment equal to 1.5% of the unpaid balance per month, or part thereof.

### III. ONGOING SERVICES.

The Municipality, by the initials of the person executing the agreement on its behalf, exercises the following options:

INITIAL

- (1) Code Format:

- (a) Single-column format

\_\_\_\_\_

- (2) Five year supplemental service plan:

\_\_\_\_\_

For a period of five years after delivery of the code:

- (a) The Publisher shall:

1. Incorporate into the code new pertinent ordinances submitted by the Municipality.
2. Revise or make additional entries to the table of contents, parallel reference tables, and index as necessary to reflect the incorporation of additional, changed or deleted material.
3. Deliver to the Municipality, up to 5 printed copies of supplemental pages with an instruction sheet for directing the placement of the new pages in the code.

(b) The Municipality shall:

1. Provide a copy of ordinances or resolutions passed subsequent to publication of the previous code supplement;
2. Pay to the Publisher the sum of \$20.per page. Includes editing, online updates and reprinted single column pages.

The prices above are for a five-year period and cannot be changed except for adjustments in the second, third, fourth, and fifth years of this agreement to reflect any decrease or increase in the United States Consumer Price Index calculable from the month of delivery of the Code.

If the code page contains an image (diagram, photograph, graph, etc.) or table, there is an additional \$10.00 per page charge.

(c) Upon completion of the five-year period, this agreement shall automatically renew itself from year to year except that either party may alter or cancel the terms of this agreement at any time upon ninety days written notice.

(d) Code Hosted on American Legal Publishing website \$495 per year \_\_\_\_\_

#### IV. TRANSMITTAL AS OFFER.

The transmittal of this Agreement to the Municipality is an offer by the Publisher to perform the stated services at the prices and terms referenced within the Agreement. This offer will expire if not executed by the Municipality by October 31, 2023, unless such date is extended in writing by the Publisher.

IN WITNESS WHEREOF the parties to this contract have hereunto set their hands on the date(s) indicated:

CITY OF VALLEY, NEBRASKA

AMERICAN LEGAL PUBLISHING, L.L.C.

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## 6. PRICING/CONTRACT

Whereas the League of Nebraska Municipalities ("League") has contracted with American Legal Publishing L.L.C. ("Publisher") to provide Codification Services to Nebraska municipalities under the supervision of the League; therefore

American Legal Publishing proposes to convert the existing Valley Municipal Code, host the Valley Municipal Code and continue to produce supplemental updates for the City of Valley, NE at the following prices:

<b>Initial your selections:</b>		<b>Initial</b>
1) Convert existing Valley Code into our fully searchable online format* This is a onetime cost!	\$650.	_____
*Code to be provided in RTF or MS Word Format (preferably MS Word)		
2) Code hosted on the Internet (annual hosting fee)	\$495./year	_____
3) Supplements of Valley Municipal Code (Includes supplemental updates, edits, printed copies and online code updates)	\$20./page	_____
4) Phone Support		no charge
5) Remote user training session		no charge

### **Time to Completion:**

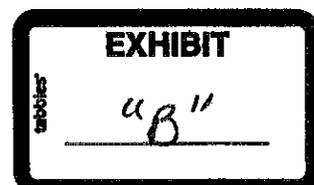
Number of days until complete Code online 30-60 days

**Terms:** Due upon completion of project and receipt of invoice.

**Note:** Client to provide American Legal with a copy of their printed code if we are to provide printed supplements. No reprint of the entire code is included.

### **Transmittal As Offer**

The transmittal of this Agreement to Municipality is an offer by Publisher to perform the stated services at the price and upon the terms and conditions referenced above and shall be subject to acceptance by Publisher's receipt of the agreement executed by Municipality no later than October 31, 2023 unless such date is extended in writing by Publisher.



IN WITNESS WHEREOF the parties have hereunto set their hands on the date(s)  
indicated:

CITY OF VALLEY, NEBRASKA

AMERICAN LEGAL PUBLISHING L.L.C.

BY \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

# RESOLUTION NO. 2023-21

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

**WHEREAS**, the City of Valley, Douglas County, Nebraska, proposes to enter into an Interlocal Agreement with the City of Omaha, Nebraska for prosecution services for the City of Valley; and

**WHEREAS**, the Valley City Council met in regular session on May 9<sup>th</sup>, 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 City of Omaha, 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.

PASSED AND APPROVED THIS 9<sup>th</sup> OF MAY, 2023

CITY OF VALLEY, DOUGLAS  
COUNTY, NEBRASKA

---

Cindy Grove, Mayor

---

John Batcher, Council President

---

Bryon Ueckert, Council Member

---

Linda Lewis, Council Member

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Chris TenEyck, Council Member

ATTEST:

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Cheryl K. Eckerman, City Clerk

## INTERLOCAL AGREEMENT

(Prosecution Services for City of Valley, Nebraska)

**THIS INTERLOCAL AGREEMENT** is made and entered into by and between the CITY OF OMAHA, NEBRASKA (the "City"), and THE CITY OF VALLEY, NEBRASKA ("Valley"), effective as of the last date of execution below.

### **PRELIMINARY STATEMENT**

**WHEREAS**, the Interlocal Cooperation Act of the State of Nebraska, being specifically Nebraska Revised Statutes Sections 13-801 through and including 13-807, enables separate political subdivisions of the State to cooperate on the basis of mutual advantage to provide for joint undertakings, service and facilities, in a manner and pursuant to forms of governmental organization that will accord with best geographic, economic, population, and other factors influencing the needs and developments of local communities; and,

**WHEREAS**, Valley requires legal services for the prosecution, in the County Court of Douglas County, Nebraska, of violations of Valley's ordinances, which violations occur within the territorial limits of Valley and have been or are hereafter committed or alleged to have been committed by individuals 19 years of age or older;

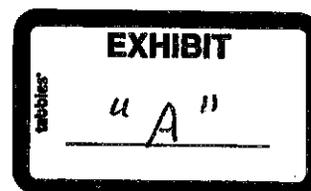
**WHEREAS**, the City employs attorneys who are experienced in the prosecution in such court of violations of municipal ordinances;

**WHEREAS**, the prosecution of offenders is in the interest of a well-ordered society and community, and thus in the interest of both the City and Valley; and

**WHEREAS**, Valley wishes to obtain the prosecutorial services of the City for the purposes described above and the City is willing and able to provide such services.

**NOW, THEREFORE**, in consideration of, and based upon the foregoing Preliminary Statement and the mutual promises and agreements set forth below, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

**1. No Administrative Entity.** There shall be no separate legal or administrative entity created to administer this Agreement. Accordingly, no separate budget needs to be established.



**2. The Services.** The Valley City Attorney shall refer reports and citations alleging violations of Valley's ordinances, which violations occur within the territorial limits of Valley and have been or are hereafter committed or alleged to have been committed by individuals 19 years of age or older, to the office of the Omaha City Prosecutor. The Omaha City Prosecutor and his or her staff attorneys ("Prosecutors") are hereby authorized by Valley to prosecute, and shall prosecute, such alleged violations in the County Court of Douglas County, Nebraska (the "Services"); provided, nothing in this Agreement shall modify or supersede the legal and ethical responsibilities of the Prosecutors or require the Prosecutors to prosecute any matter or individual if, in the judgment of the Prosecutors, such prosecution would not be warranted or justified under all of the circumstances then existing.

**3. Compensation.**

(A) Valley shall not compensate the City or the Prosecutors for performing the Services, but Valley shall reimburse the City for all filing fees, witness fees, and other court costs the City may expend or incur in performing the Services. The City will invoice Valley for any such expenses not less frequently than quarterly. The City's invoices shall be mailed or emailed to the Valley City Attorney, and Valley shall pay each such invoice within forty-five (45) calendar days after it is received from the City by the Valley City Attorney.

(B) The Valley City Attorney, the Valley Police Department and the employees of Valley shall, without compensation from or reimbursement by the City, cooperate with the Prosecutors in connection with the performance of the Services, and shall provide the Prosecutors such assistance as they may reasonably require, including but not limited to testifying in court, copies of investigative reports, and evidence procured in the course of investigations.

**4. Records.** Each party shall retain its own records regarding the Services, but on request of the other party, shall make copies of its records available to the other party as may be reasonably necessitated to perform the Services or to support the invoices of the City.

**5. Termination and Duration of Agreement.** Either party may terminate this Agreement by giving not less than sixty (60) days written notice of termination to the other

party by certified United States mail, postage prepaid. This Agreement shall remain in effect until so terminated by either party.

Notice to Valley may be addressed and given to the Valley City Attorney, 220 N. 89<sup>th</sup> St. #210, Omaha, Nebraska 68114, or such alternate address as Valley may provide to the City Attorney.

Notice to the City may be addressed and given to the Omaha City Attorney, City of Omaha Law Department, 1819 Farnam Street #804, Omaha, NE 68183-0001, or such alternate address as the City may provide to the Valley City Attorney.

**6. Appointment of Administrators.** The Omaha City Attorney shall administer this Agreement on behalf of the City, and the Valley City Attorney shall administer this Agreement on behalf of Valley.

**7. Entire Agreement.** This instrument contains the entire agreement of the parties and shall be binding upon the successors and assigns of the respective parties. No amendments, deletions, or additions shall be made to this Agreement except in writing and signed by both parties. Nebraska law shall govern the terms and performances under this Agreement.

**8. Non-Discrimination.** In accordance with Omaha Municipal Code Sec. 1-192, the Parties agree to comply with the terms of the City's Equal Opportunity Clause attached hereto as Exhibit A.

**9. Amendments.** This Agreement may be modified only by written amendment, duly executed by authorized officials of the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.

**10. New Employee Work Eligibility Status.** The Parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 United States Code Section 1324a, known as 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.

**11. Public Benefits.** No Party is an individual or sole proprietorship, and, therefore, no Party is subject to the public benefits attestation and related requirements of Nebraska Revised Statutes Sections 4-108 through 113.

**12. Indemnification.** Each Party will indemnify, defend and hold harmless the other Party from any and all liability, expense, cost, attorney's fees, claim, judgment, suit and/or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue against the other Party to the extent it is caused by the negligent acts or omissions of the Indemnifying Party, its officers, employees, agents, or subcontractors while performing their duties under this Agreement, provided that the other Party gives the Indemnifying Party prompt, written notice of any such claim, suit, demand or cause of action. The other 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. A 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.

Executed by the City of Omaha, Nebraska, this \_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

THE CITY OF OMAHA, NEBRASKA,

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

By: \_\_\_\_\_  
Mayor

ATTEST:

THE CITY OF VALLEY, NEBRASKA,

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

By: \_\_\_\_\_  
Mayor Cindy Grove

## ORDINANCE NO. 790

AN ORDINANCE REPEALING CHAPTER 1 ARTICLE X OF THE VALLEY MUNICIPAL CODE. AN ORDINANCE ADOPTING REVISED CHAPTER 1 ARTICLE X RELATING TO THE TREE BOARD FOR THE CITY AND THE DUTIES THEREOF; AN ORDINANCE UPDATING THE CITY'S CONTRACTOR AND WORKMAN REGISTRATION FEE SCHEDULE TO INCLUDE ARBORISTS; 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.** Chapter 1, Article X of the Valley Municipal Code is hereby repealed.

**Section 2.** Chapter 1, Article X of the Valley Municipal Code shall hereafter be as follows:

### ARTICLE X - TREE BOARD

#### SECTION 1-1001: DEFINITIONS

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

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

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

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

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

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

#### SECTION 1-1002: CREATION AND ESTABLISHMENT OF TREE BOARD; MEMBERS AND TERMS; ADMINISTRATION AND OPERATION; QUORUM

1. There is hereby created and established a Tree Board for the City, which shall consist of five members. Such members shall be appointed by the mayor with the approval of the City Council. The term of each Tree Board member shall be three years. In the event that a vacancy shall occur during the term of any member, a successor shall be appointed by the mayor with the approval of the City Council for the unexpired term.

2. The Tree Board shall choose its own officers, make its own rules and regulations and keep a minute book of its proceedings. The rules and regulations, or any revisions or amendments thereto, shall not be effective without approval of the Valley City Council.

3. A majority of the members of the Tree Board shall constitute a quorum for the transaction of business.

#### **SECTION 1-1003: COMPENSATION**

Members of the Tree Board shall serve without compensation.

#### **SECTION 1-1004: DUTIES AND RESPONSIBILITIES**

1. It shall be the responsibility of the Tree Board to study, investigate, counsel, and develop and/or update annually and administer a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in parks, along streets and in other public areas. Such plan shall be presented annually to the City Council and, upon its acceptance and approval, shall constitute the official comprehensive city tree plan. The Tree Board, when requested by the Council, shall consider, investigate, make findings, report, and recommend upon any special matter of question coming within the scope of its work.
2. It shall be the responsibility of the Tree Board to review city ordinances pertaining to the City's Urban Forest as necessary and present proposed changes to City Council for consideration.
3. It shall be the responsibility of the Tree Board to grant, review, or revoke arborist licenses.

#### **SECTION 1-1005: INTERFERENCE WITH TREE BOARD**

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

#### **SECTION 1-1006: REVIEW BY CITY COUNCIL**

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

#### **SECTION 1-1007: STREET TREE SPECIES TO BE PLANTED**

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

## **SECTION 1-1008: SPACING OF STREET TREE PLANTINGS AND REQUIRED DISTANCES AND CLEARANCES FOR PLANTING**

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

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

3. No Street Tree shall be planted closer than 35 feet to any street corner, measured from the point of nearest intersecting curb or curb lines.

4. No Street Tree shall be planted closer than ten feet to any fire hydrant.

## **SECTION 1-1010: UTILITIES**

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

## **SECTION 1-1011: PUBLIC TREE CARE**

The City shall have the right to plant, subject to Section 1-1012 herein, prune, maintain and remove trees, plants and shrubs within the lines of all streets, alleys, avenues, lanes, squares and public grounds as may be necessary to ensure public safety or to preserve or enhance the symmetry and beauty of such public grounds. All costs of such elective tree care shall be borne by the City.

## **SECTION 1-1012: CONSENT OF PROPERTY OWNER**

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

## **SECTION 1-1013: TREE TOPPING**

It shall be unlawful as a normal practice for any person, firm, or city department to top any Street Tree, Park Tree, or other tree on public property. Tree topping on private property is strongly discouraged. "Topping" is defined as the reduction of tree size by cutting live branches and leaders to stubs, without regard to long-term tree health or structural integrity. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from this article at the determination of the Tree Board.

## **SECTION 1-1014: HAZARDOUS, DEAD OR DISEASED TREE REMOVAL; PRIVATE PROPERTY**

1. All trees, or any parts of trees, that are in a diseased, dying, dead, or structurally weakened condition are declared to be a public nuisance and shall be removed by the property owner from the private property on which they are located. For the purpose of carrying out the provisions of this section, the Tree Board shall have the authority to enter on private property to inspect the trees thereon. In the event that the trees are diseased, dying, dead, or structurally weakened, notice shall be given to the owner of the property by mail or personal service. Such notice shall allow the said owner 60 days to remove the said tree or trees unless an immediate threat to public safety is identified, in which case a shorter period of time for compliance may be demanded.

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

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

#### **SECTION 1-1015: PRUNING; CLEARANCE**

1. The owner, agent or occupant of any land abutting a sidewalk, street or alley shall keep the trees located within the section of the sidewalk or street right-of-way or alley so abutting trimmed, pruned and sprayed in such manner as will remove any hazard to life or property and preserve or promote the health and vigor of the trees, and shall water and otherwise care for the trees to maintain them in a healthy, vigorous, growing condition; provided, however, the Tree Board may direct pesticide be applied to these trees for insect or disease control at city expense when doing so is considered in the public interest.
2. A clearance of fourteen (14) feet must be maintained over streets and alleys.
3. A clearance of eight (8) feet must be maintained over sidewalks.
4. No property owner or occupant shall permit the limbs, branches and/or foliage of any tree or shrub upon such property to obstruct the light from any street lamp or obstruct the view of any street intersection.

#### **SECTION 1-1016: PUBLIC COMMUNITY FOREST; ABUSE OF TREES PROHIBITED**

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

**SECTION 1-1017: PUBLIC COMMUNITY FOREST; PROTECTION OF TREE ROOTS**

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

**SECTION 1-1018: REMOVAL OF STUMPS**

All stumps of Street and Park trees shall be removed to a minimum depth of 12 inches below the surface of the ground.

**SECTION 1-1019: PUBLIC COMMUNITY FOREST; DAMAGE AND COMPENSATION**

1. Any person who shall injure, damage (including by excessive pruning, topping or improper pruning techniques) or destroy any tree situated upon the public right-of-way or other public place shall repair said damage to the satisfaction of the Tree Board.
2. If the Tree Board deems the tree to be beyond repair, the responsible party shall compensate the City of Valley for the lost monetary value of the tree to the satisfaction of the Tree Board. Tree values shall be in accordance with the most recent edition of "The Guide for Plant Appraisal." Such compensation may include tree replacement of adequate value.

**SECTION 1-1020: ARBORIST'S LICENSE**

1. It shall be unlawful for any person or firm to engage in the business or occupation of pruning, treating or removing any trees within the City's Urban Forest without first applying for and procuring a license. The license fee and renewal fee shall each be \$25.00. No license shall be required of any city employee doing such work in the pursuit of their public service endeavors. Before any license shall be issued, each applicant shall first file with the City Clerk evidence of possession of liability insurance in the minimum amounts of \$\_\_\_\_\_ for bodily injury and \$\_\_\_\_\_ for property damage, indemnifying the City or any person injured or damaged resulting from the pursuit of such endeavors as herein described.
2. The applicant for an arborist's license required by the provisions of this article shall meet the following qualifications:
  - a. Be at least 18 years of age.
  - b. Provide evidence of currently holding at least 1 of the following credentials

- i. International Society of Arboriculture, Certified Arborist or Board-Certified Master Arborist
    - ii. Nebraska Arborist Association, Certified Arborist
    - iii. City of Omaha Arborist License, First Class
    - iv. City of Omaha Arborist License, Second Class.
  - c. If an arborist intends to apply pesticides, an arborist must provide evidence of currently holding a Nebraska Department of Agriculture commercial pesticide applicator license for ornamentals.
3. Every arborist license issued under the provisions of this article shall be valid from the date of issuance up to and including the next December 31, unless sooner revoked, and shall be renewed before the expiration date thereof by submitting the required application form, qualifying credentials, certificate of insurance, and fee.
4. The Tree Board may revoke the license or certificate of compliance of any arborist, or of any firm, partnership, or corporation, found using improper methods as herein defined, or who in any other way digresses from good arboriculture practice.

**Section 3.** Section 4-106 of the Valley Municipal Code is hereby repealed.

**Section 4.** Section 4-106 of the Valley Municipal Code shall hereafter be as follows:

**SECTION 4-106: REGISTRATION FEES**

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

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

**Section 5.** This ordinance shall be in full force and effect from and after its passage, approval and publication or posting 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 9<sup>th</sup> DAY OF MAY, 2023.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

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Cindy Grove, Mayor

ATTEST:

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Cheryl Eckerman, City Clerk

**RESOLUTION NO. 2023-16**

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

**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 6<sup>th</sup> P.M., Douglas County, Nebraska.

A copy of such 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 9<sup>th</sup> day of May 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





**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 9<sup>th</sup> day of May 2023.

CITY OF VALLEY, DOUGLAS COUNTY,  
NEBRASKA

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CINDY GROVE, MAYOR

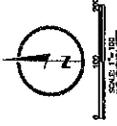
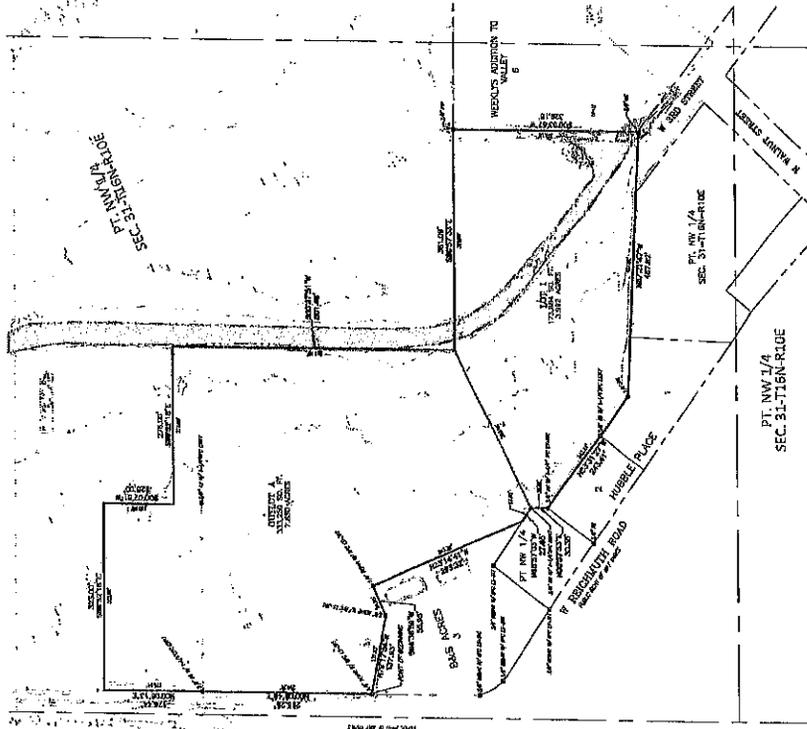
ATTEST:

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CHERYL K. ECKERMAN, CITY CLERK

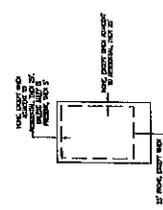
# NACHREINER ADDITION

LOT 1 AND OUTLOT A, BEING A REPLANTING OF LOTS 1 AND 2, BEING A SUBDIVISION AS SUBMITTED, PLANNED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, TOGETHER WITH THAT PART OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 10 EAST OF THE 9TH PALE, DOUGLAS COUNTY, NEBRASKA

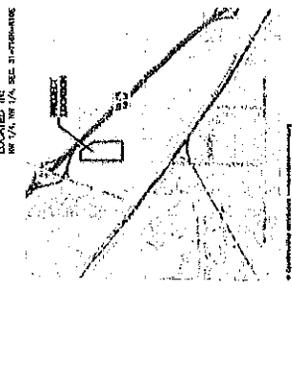


**LEGEND**

1	STREET LIGHT	11	CONCRETE DRIVE
2	MANHOLE	12	CONCRETE DRIVE
3	POWER POLE	13	CONCRETE DRIVE
4	SEWER MANHOLE	14	CONCRETE DRIVE
5	SEWER MANHOLE	15	CONCRETE DRIVE
6	SEWER MANHOLE	16	CONCRETE DRIVE
7	SEWER MANHOLE	17	CONCRETE DRIVE
8	SEWER MANHOLE	18	CONCRETE DRIVE
9	SEWER MANHOLE	19	CONCRETE DRIVE
10	SEWER MANHOLE	20	CONCRETE DRIVE
11	CONCRETE DRIVE	21	CONCRETE DRIVE
12	CONCRETE DRIVE	22	CONCRETE DRIVE
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26	CONCRETE DRIVE	36	CONCRETE DRIVE
27	CONCRETE DRIVE	37	CONCRETE DRIVE
28	CONCRETE DRIVE	38	CONCRETE DRIVE
29	CONCRETE DRIVE	39	CONCRETE DRIVE
30	CONCRETE DRIVE	40	CONCRETE DRIVE



**SEWERAGE REQUIREMENTS**  
 ALL SEWERAGE SHALL BE DISCHARGED TO THE CITY OF WALKER ZONING DEPARTMENT, 1000 W. 10TH STREET, WALKER, NEBRASKA 68081.



**LEGAL DESCRIPTION**  
 LOT 1 AND OUTLOT A, BEING A REPLANTING OF LOTS 1 AND 2, BEING A SUBDIVISION AS SUBMITTED, PLANNED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, TOGETHER WITH THAT PART OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 10 EAST OF THE 9TH PALE, DOUGLAS COUNTY, NEBRASKA.

**OWNER/APPLICANT**  
 NACHREINER ADDITION (LOT 1 AND OUTLOT A)  
 VALLEY, DOUGLAS COUNTY, NEBRASKA

**ENGINEER**  
 LAMP RYNEARSON  
 1000 W. 10TH STREET  
 WALKER, NEBRASKA 68081

**CONTROL NOTE**  
 - ALL DIMENSIONS ARE SHOWN IN DECIMAL FEET.  
 - VERTICAL DIMENSIONS ARE BASED ON THE NEBRASKA COUNTY LAW SECTION.

**INDEX**  
 1. ALL DIMENSIONS ARE SHOWN IN DECIMAL FEET.  
 2. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.  
 3. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.

**LAMP RYNEARSON**  
 1000 W. 10TH STREET  
 WALKER, NEBRASKA 68081

**PRELIMINARY**  
 PLAN

**NACHREINER ADDITION (LOT 1 AND OUTLOT A)**  
 VALLEY, DOUGLAS COUNTY, NEBRASKA

**18**  
 Call before you dig.

**1 of 1**

**SHEET**



**RESOLUTION NO. 2023-14**

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

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

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

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

**WHEREAS**, the Valley City Council met in regular session on May 9, 2023 and reviewed said Subdivision Agreement and Permanent Drainage Easement Agreement.

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

DATED this 9<sup>th</sup> day of May 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 May 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 Lot 2, this Agreement shall be amended to substitute the legal descriptions of 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, the southeast corner of Lot 1 borders the public right of way of W. 3<sup>rd</sup> Street and is in close proximity to sanitary sewer and water connections for the Area to be Developed 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 the Area to be Developed 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 the street, sanitary sewer, storm sewer and water. The cost of any the 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. 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 \$20,955.60.60, 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 BKM Land Company LLC, the sum of Seventeen Thousand Forty Dollars (\$17,040.00), calculated as 7.10 acres times \$2,400 per acre; said sum is a reimbursement due to BKM Land Company, L.L.C. for Subdivider's pro-rata portion of the entire cost of the Pioneered Interceptor Sewer Infrastructure that shall serve 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

# EXHIBIT A

# BOUNDARY EXHIBIT

## LEGAL DESCRIPTION

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, DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" REBAR WITH 1 1/4" GREEN PLASTIC CAP STAMPED LS 565 AT THE SOUTHWEST CORNER OF SAID LOT 2;

THENCE NORTH 00°09'46" EAST (BEARINGS REFERENCED TO DOUGLAS COUNTY LOW DISTORTION COORDINATE SYSTEM) FOR 296.29 FEET ON THE EAST RIGHT OF WAY LINE OF N WEST STREET TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 517 AT THE NORTHWEST CORNER OF LOT 1 B&S ACRES;

THENCE NORTH 00°08'13" EAST FOR 176.44 FEET CONTINUING ON SAID EAST RIGHT OF WAY LINE;

THENCE SOUTH 89°52'18" EAST FOR 323.00 FEET;

THENCE SOUTH 00°07'51" WEST FOR 125.00 FEET;

THENCE SOUTH 89°52'18" EAST FOR 275.00 FEET;

THENCE SOUTH 00°07'51" WEST FOR 501.48 FEET;

THENCE SOUTH 89°57'33" EAST FOR 381.09 FEET TO A 3/4" PINCHED TOP PIPE;

THENCE SOUTH 00°03'57" WEST FOR 329.15 FEET TO A 5/8" REBAR;

THENCE NORTH 87°21'47" WEST FOR 457.82 FEET TO A 5/8" REBAR ON THE NORTH LINE OF LOT 1, HUBBLE PLACE, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA;

THENCE NORTH 53°31'27" WEST FOR 243.41 FEET ON THE NORTHEAST LINE OF HUBBLE PLACE TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 692 AT THE NORTHWEST CORNER OF LOT 1 HUBBLE PLACE;

THENCE NORTH 00°07'53" EAST FOR 30.35 FEET TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 517;

THENCE NORTH 55°57'03" WEST FOR 27.65 FEET TO THE SOUTHEAST CORNER OF LOT 3, B&S ACRES;

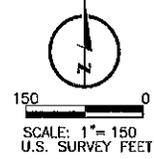
THENCE NORTH 23°14'41" WEST FOR 293.32 FEET TO A 5/8" REBAR WITH 1 1/4" RED PLASTIC CAP STAMPED LS 308 AT THE SOUTHEAST CORNER OF LOT 2, B&S ACRES;

THENCE SOUTH 66°36'59" WEST FOR 55.95 FEET ON THE SOUTH LINE OF SAID LOT 2 TO A 5/8" REBAR WITH 1 1/4" RED PLASTIC CAP STAMPED LS 308;

THENCE NORTH 79°17'56" WEST FOR 137.93 FEET TO THE POINT OF BEGINNING.

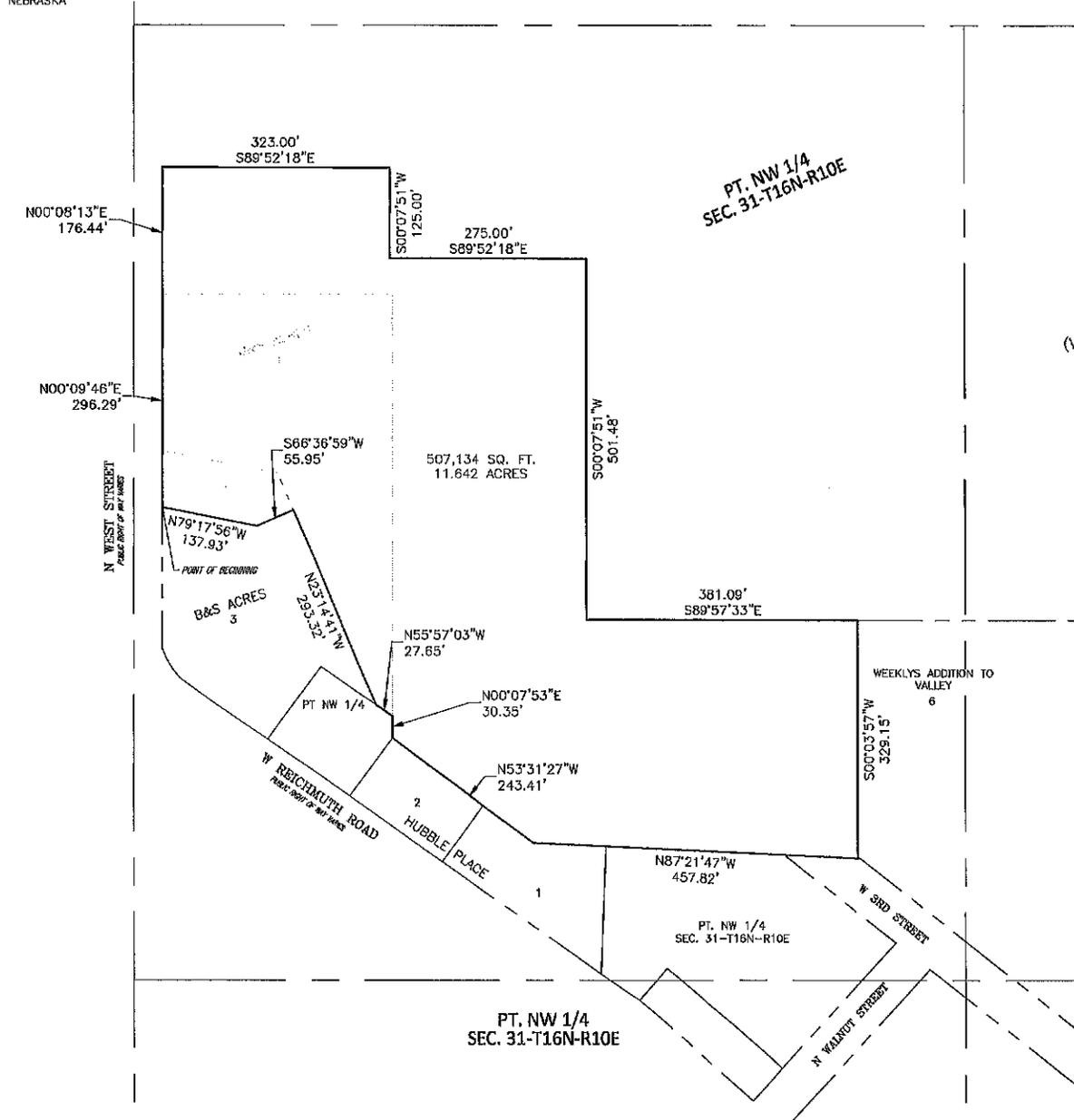
CONTAINS 11.642 ACRES.

TO BE KNOWN AS: LOT 1 AND OUTLOT A, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA



## LEGEND

- EASEMENT LINE
- - - - - LOT LINE
- - - - - SECTION LINE



L:\Projects\2023\23-001\23-001.dwg, 5/9/2023 8:07:27 AM, JOHN FROST, LAMP RYNEARSON

<b>LAMP RYNEARSON</b> LAMP RYNEARSON.COM	DESIGNER / DRAFTER JMT/BER	BOUNDARY EXHIBIT
	REVIEWER MATT TRINHAM	
DATE 5/9/2023	PROJECT NUMBER 012023.01	
SURFACE LOCATION	BOOK AND PAGE	

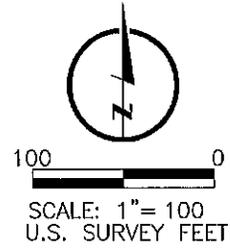


# EXHIBIT C EASEMENT EXHIBIT

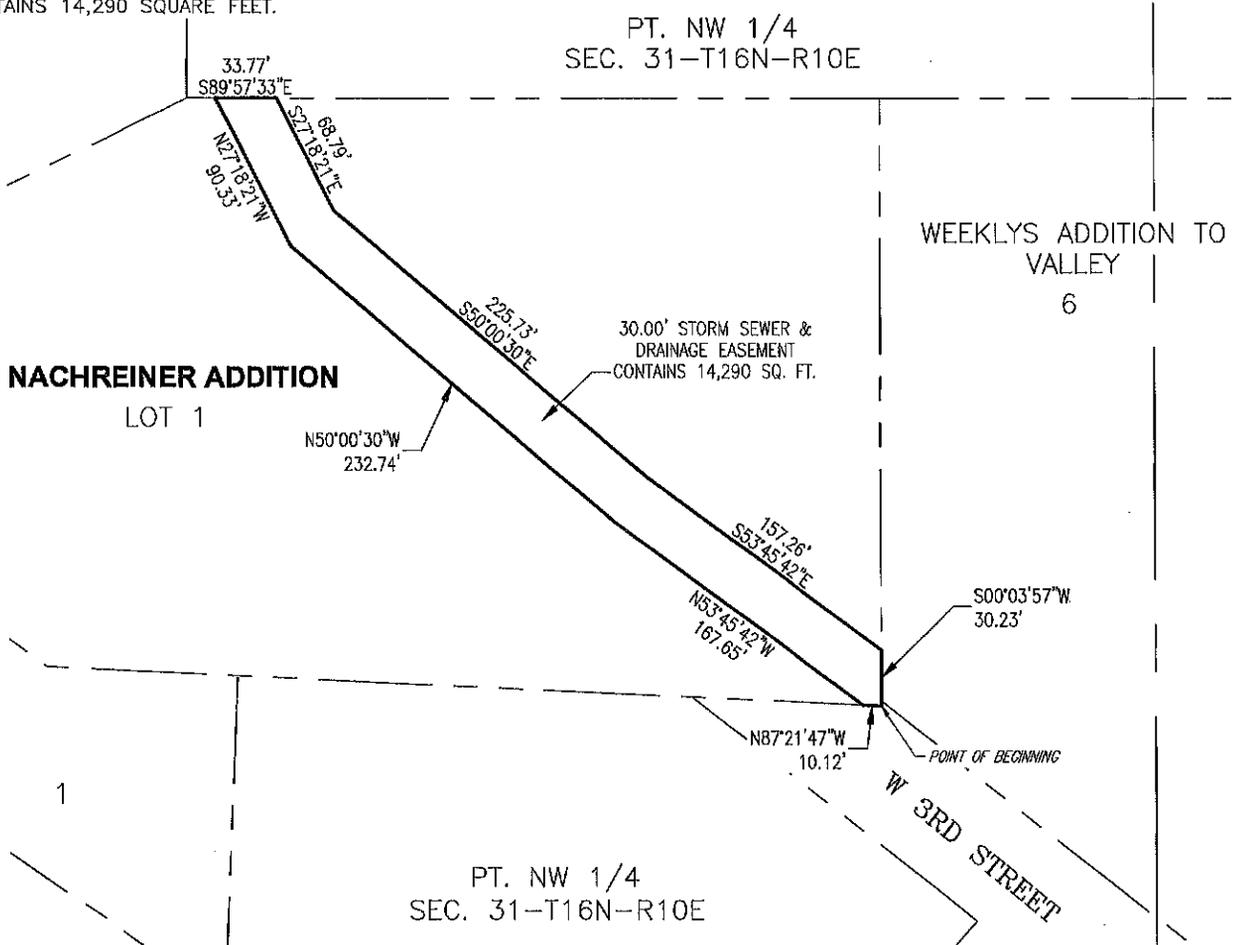
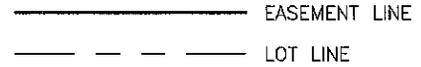
## LEGAL DESCRIPTION

A 30.00 FEET WIDE STORM SEWER AND DRAINAGE EASEMENT OVER THAT PART OF LOT 1, NACHREINER ADDITION, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1;  
 THENCE NORTH 87°21'47" WEST (BEARINGS REFERENCED TO THE FINAL PLAT OF NACHREINER ADDITION) FOR 10.12 FEET ON THE SOUTH LINE OF SAID LOT 1;  
 THENCE NORTH 53°45'42" WEST FOR 167.65 FEET;  
 THENCE NORTH 50°00'30" WEST FOR 232.74 FEET;  
 THENCE NORTH 27°18'21" WEST FOR 90.33 FEET TO THE NORTH LINE OF SAID LOT 1;  
 THENCE SOUTH 89°57'33" EAST FOR 33.77 FEET ON SAID NORTH LINE;  
 THENCE SOUTH 27°18'21" EAST FOR 68.79 FEET;  
 THENCE SOUTH 50°00'30" EAST FOR 225.73 FEET;  
 THENCE SOUTH 53°45'42" EAST FOR 157.26 FEET TO THE EAST LINE OF SAID LOT 1;  
 THENCE SOUTH 00°03'57" WEST FOR 30.23 FEET TO THE POINT OF BEGINNING.  
 CONTAINS 14,290 SQUARE FEET.



## LEGEND



L:\Engineering\0120058\_Shill Weber\_Laiba SURVEY DRAWINGS\CLIENTS\0120058-PH2-ES\01.dwg, 5/5/2023 11:55:01 AM, RACHIEL, RENNECKER, LAMP, RYNEARSON

<p><b>LAMP RYNEARSON</b></p> <p>LAMP RYNEARSON.COM</p>	<p>OMAHA, NEBRASKA                  1410 W. DODGE RD., STE. 100 (402) 482-2498                  NE AUTH. NO.: CA0188</p> <p>FORT COLLINS, COLORADO                  4715 W. WATSON BLVD., STE. 100 (970) 228-0342</p> <p>KANSAS CITY, MISSOURI                  9001 STATE LINE RD., STE. 200 (816) 381-0410                  MO AUTH. NO.: E-001301193   LB-2010019127</p>	<p><b>DESIGNER / DRAFTER</b> MRT/RER</p> <p><b>REVIEWER</b> MATT TINKHAM</p> <p><b>PROJECT NUMBER</b> 0120058.01</p> <p><b>DATE</b> 5/5/2023</p> <p><b>SURFACE LOCATION</b></p> <p><b>BOOK AND PAGE</b></p>	<p>EASEMENT EXHIBIT</p>
	<p>PT. NW 1/4 SEC. 31-T16N-R10E</p>		

Upon Recording, Please Return To:

City of Valley  
c/o Farnham & Griffin, PC LLO  
220 N. 89<sup>th</sup> Street, Suite 103  
Omaha, NE 68114

**PERMANENT DRAINAGE  
EASEMENT AGREEMENT**

This Permanent Drainage Easement Agreement is made this \_\_\_\_ day of May 2023, between Still Water Lake, LLC a Nebraska Limited Liability company, ("Owner"), and the City of Valley, Nebraska, a Nebraska Municipal corporation ("City").

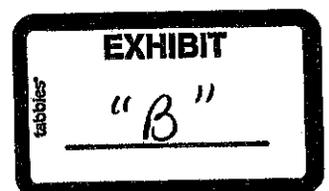
**WHEREAS**, the City is desirous of improving maintaining and improving the drainage of surface waters across the property owned by Owner, and

**WHEREAS**, Owner is agreeable to the grant of the easement for the herein described drainage purposes.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. In consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Owner grants and conveys to City a permanent drainage easement over, across and through the property described on Exhibit A, attached hereto and incorporated herein by this reference (the "Easement Area"), to survey, construct, grade, excavate, shape and maintain the Easement Area for the purpose of allowing the unimpeded flow of surface waters across and through Owner's property.

2. The City and its contractors and employees shall have the right of ingress and egress across the Owner's property for the purpose of accessing the Easement Area to exercise its rights under this Agreement; such ingress and egress shall be exercised in a reasonable manner.



3. Owner will not place any permanent structures or other improvements of any type, including asphalt, concrete, fencing, trees or other landscaping in the Easement Area which will obstruct or impede the flow of surface waters. City shall have the right to remove trees, bushes, undergrowth and other obstructions from the Easement Area and to control vegetation interfering with the natural flow of surface waters through the Easement Area.

4. Owner covenants with the City that it is lawfully seized and possessed of the real estate above described, that Owner has good and lawful right to convey it, or any part thereof, and that the property is free from all encumbrances except encumbrances of record and Owner will warrant and defend the title thereto against the lawful claims of all other persons whomsoever, claiming by, through or under Owner, but not otherwise.

5. This Easement Agreement shall run with the land and the term hereof shall be perpetual.

6. All provisions of this Agreement shall inure to the benefit of and be binding upon and applicable to the successors, personal representatives, heirs and assigns of the parties.

SIGNED on the day and year written above.

Still Water Lake, LLC

\_\_\_\_\_  
By: Robert Hampton, Manager

City of Valley, Nebraska

\_\_\_\_\_  
By: Cindy Grove, Mayor

STATE OF NEBRASKA     )  
  )  
COUNTY OF DOUGLAS    )     ss.

Before me, a notary public, in and for said county and state, personally came Robert Hampton, Manager of Still Water Lake, LLC, a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be such person's voluntary act and deed on behalf of the limited liability company.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of May, 2023.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA    )  
                                  )  
COUNTY OF DOUGLAS    )        ss.

Before me, a notary public, in and for said county and state, personally came Cindy Grove, Mayor of the City of Valley, Nebraska, a Nebraska municipal corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be such person's voluntary act and deed on behalf of the City of Valley.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of May, 2023.

\_\_\_\_\_  
Notary Public

# RESOLUTION NO. 2023-22

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

The certificate filed with the Clerk by the special engineer of the project, showing the amount of material furnished and work performed in the City under contract heretofore let for **Ginger Cove Lift Station No. 3 upgrades** and the statements of the engineer and others set out below are hereby approved and the Council finds that the materials therein set out have been furnished and have been received by the City and work has been performed and claim therefor is hereby submitted as follows:

1. Original Contract Price	<u>\$ 61,505.00</u>
2. Net change by Change Orders	<u>\$ -</u>
3. Current Contract Price (Line 1 + Line 2)	<u>\$ 61,505.00</u>
4. Total Work completed and materials stored to date	<hr/>
(Sum of Column G Lump Sum Total and Column J Unit Price Total)	<u>\$ 14,558.00</u>
5. Retainage	<hr/>
a. <u>10%</u> X <u>\$ -</u> Work Completed	<u>\$ -</u>
b. <u>10%</u> X <u>\$ 14,558.00</u> Stored Materials	<u>\$ 1,455.80</u>
c. Total Retainage (Line 5.a + Line 5.b)	<u>\$ 1,455.80</u>
6. Amount eligible to date (Line 4 - Line 5.c)	<u>\$ 13,102.20</u>
7. Less previous payments (Line 6 from prior application)	<hr/> <u>\$ -</u>
<b>8. Amount due this application</b>	<hr/> <b><u>\$ 13,102.20</u></b>
9. Balance to finish, including retainage (Line 3 - Line 4)	<hr/> <u>\$ 46,947.00</u>

NOW, THEREFORE, BE IT RESOLVED THAT the Valley City Council consents to and authorizes payment to:

**VRBA CONSTRUCTION INC.    \$13,102.20**

PASSED AND APPROVED this 9<sup>th</sup> day of May, 2022.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

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

\_\_\_\_\_  
John Batcher, Council President

---

Linda Lewis, Council Member

---

Bryon Ueckert, Council Member

---

Chris TenEyck, Council Member

ATTEST:

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Cheryl K. Eckerman, City Clerk

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Valley, Nebraska</u>	<b>Owner's Project No.:</b> <u>n/a</u>
<b>Engineer:</b> <u>EAGLE ENGINEERING GROUP</u>	<b>Engineer's Project No.:</b> <u>22-64</u>
<b>Contractor:</b> <u>Vrba Construction Inc.</u>	<b>Contractor's Project No.:</b> <u>n/a</u>
<b>Project:</b> <u>Ginger Cove Lift Station No. 3 Upgrades</u>	
<b>Contract:</b> <u>Ginger Cove Lift Station No. 3 Upgrades, Valley, NE</u>	
<b>Application No.:</b> <u>1</u>	<b>Application Date:</b> <u>4/28/2023</u>
<b>Application Period:</b> <u>From 11/1/2023</u>	<b>to 4/28/2023</b>

1. Original Contract Price	\$ 61,505.00
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 61,505.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 14,558.00
5. Retainage	
a. <u>10%</u> X \$ - Work Completed	\$ -
b. <u>10%</u> X \$ 14,558.00 Stored Materials	\$ 1,455.80
c. Total Retainage (Line 5.a + Line 5.b)	\$ 1,455.80
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 13,102.20
7. Less previous payments (Line 6 from prior application)	\$ -
<b>8. Amount due this application</b>	<b>\$ 13,102.20</b>
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 46,947.00

**Contractor's Certification**

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

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** Vrba Construction Inc.

**Signature:** \_\_\_\_\_ **Date:** 4/28/2023

<p><b>Recommended by Engineer</b></p> <p><b>By:</b> _____</p> <p><b>Title:</b> <u>Project Manager</u></p> <p><b>Date:</b> <u>4/28/2023</u></p> <p><b>Approved by Funding Agency</b></p> <p><b>By:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>	<p><b>Approved by Owner</b></p> <p><b>By:</b> _____</p> <p><b>Title:</b> <u>Mayor</u></p> <p><b>Date:</b> <u>5/9/2023</u></p> <p><b>By:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>
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