AGENDA
VALLEY CITY COUNCIL
Tuesday, June 13, 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 BILLS & ADDITIONAL BILLS PRESENTED FOR PAYMENT

   7.D. MAY PAYROLL - $92,609.68
   MAY IRA - $2,698.22

   7.E. MAY KENO RECEIPTS - $7,625.79

   7.F. ACCEPT PEOPLESERVICE, INC., REPORT

   7.G. ACCEPT May 11, 2023, Cemetery Board Minutes

   7.H. ACCEPT March 9, 2023 Library Board Minutes

   7.I. ACCEPT May, 2023 Library Statistics

   7.J. ACCEPT RESIGNATION OF SUSAN JOHNSON FROM THE TREE BOARD

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.K. ACCEPT May 8, 2023 - Board of Adjustment Meeting minutes.

8. **CORNHUSKER STATE GAMES TRIATHLON UPDATE - LINDSAY TOUSSANT BROWN**

9. **GINGER COVE STREET CLOSURE REQUEST JULY 3 - PATTY O'CONNOR**

10. **VALLEY SHORES STREET CLOSURE REQUEST JULY 1 - GREGG ENGLERT**

11. **RESOLUTION NO. 2023-23 - Ground Lease Agreement with NRD.**

12. **RESOLUTION NO. 2023-24 - Bishops LaserFiche Agreement**

13. **RESOLUTION NO. 2023-25 - League Insurance Government Health Team (LIGHT), Interlocal Agreement and Membership Agreement.**

14. **ORDINANCE 791 - AN ORDINANCE VACATING A PORTION OF THE EXISTING RIGHT OF WAY OF COTTONWOOD DRIVE**

15. **ORDINANCE 792 - AN ORDINANCE REVISING PARKING VIOLATION FINES**

16. **PEOPLESERVICE - update.**

17. **OLMSTED & PERRY - Water Improvement Projects**

    17.A. NEW WELL 22-1 - RESOLUTION NO. 2023-26 - Council consideration and action to approve Application for Payment No. 1 from Layne Christensen Company in the amount of $210,602.07.

    17.B. FILTER MEDIA REPLACEMENT: Approve Change Order No. 1 to Neuvirth Construction, in the amount of $46,772.00 for replacing the cell inlet valve actuators and for removing the washed-out filer media in the backwash waste tank.

    17.C. FILTER MEDIA REPLACEMENT - RESOLUTION NO. 2023-27 - Council consideration and action to approve Application for payment No. 1 from Neuvirth Construction Inc. in the amount of $72,974.52.

    17.D. CHEMICAL FEED REPLACEMENT: Approve Change Order No. 1 to Neuvirth Construction, in the amount of $14,895.57 for adding a transfer pump, stand, and piping to pump chlorine from the bulk storage tank to the day tank.

    17.E. Progress updates on all water projects.

18. **CITY ENGINEER**

    18.A. OTHER/MISCELLANEOUS

    - Ginger Cove Lift Station No. 3 Upgrades.

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- Val-haven (Southwest No. 2) and Ginger Woods No. 2 Lift Station Improvements.
- 288th Street and State Street - start mid-July.
- Pines Subdivision Concrete Street Repair and Lakewood and Warning Concrete Street Repair - Start after July 4th.
- Asphalt Pavement Rejuvenation Project - Fall.
- EAA Development.
- Valley Landing Development.

19. **CITY ATTORNEY**
20. **MAYOR'S REPORT**
21. **UPCOMING ITEMS**
    - **Planning Commission: June 20, 2023 4:30 p.m.**
    - **Valley Days Planning Meeting: June 20, 2023 6:00 p.m.**
    - **Town Hall Meeting June 21, 2023 7:00 p.m.**

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NOTICE OF MEETING
CITY OF VALLEY
Tuesday, June 13, 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, June 13, 2023, at 7:00 p.m.** at Valley City Hall.

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

Cheryl K. Eckerman
City Clerk

6/2 ZNEZ

COPY

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:

6/2/23

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

GENERAL NOTARY - State of Nebraska
NICOLE M. PALMER
My Comm. Exp. October 1, 2025

Publisher's Fee $20.88

Additional Copies $

Filing Fee $

Total $20.88

Subscribed in my presence and sworn to before me this JUNE 02 2023

Nicole M Palmer

Notary Public in and for Douglas County, State of Nebraska

NOTICE OF MEETING
CITY OF VALLEY
Tuesday, June 13, 2023, 7:00 P.M.
Valley City Hall
203 N. Spruce Street, Valley, NE

Notice is hereby given that a meeting of the Community Development Authority of the City of Valley, Nebraska will be held on **Tuesday, June 13, 2023 at 7:00 p.m.** at Valley City Hall.

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

Cheryl K. Eckerman
City Clerk

6/2 ZNEZ

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MINUTES

REGULAR MEETING

May 9, 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, Batcher and Ueckert. Absent: council member Lewis. Also present: 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 – None.

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

7. Consent Agenda – Council member TenEyck moved to approve the consent agenda. Ueckert seconded. TenEyck, Ueckert and Batcher voted YES. NO; no one, ABSENT: Lewis. Motion carried. Items on the consent agenda were to accept April 11, 2023 City Council minutes; April Treasurer's Report; April payroll $91540.49, IRA $2848.41, April Keno Receipts $8147.65, April PeopleService Report, April Library Statistics Re-appointment of Mark Conrey to Planning Commission (2/26) and Mark Henderson to Tree Board (5/26), Summary of Clean Up Day Costs and the following paid invoices:

First Nebraska Bank (Brainard)	BON	5,962.50
FIRST NEBRASKA BANK	BON	1,762.14
First State Bank Nebraska	BON	5,962.50
Morgan White Group	INS	1,510.72
AFLAC	INS	1,359.48
Lincoln National Life Insurance Company	INS	1,252.72
BLUECROSS BLUE SHIELD	INS	15,601.33
ANCHOR HOLDINGS	REF	1,000.00
ARCHISTRUCTURE, MK	REF	150.00
ARCHISTRUCTURE, MK	REF	150.00
AUSTIN ABBOUD	REF	1,000.00
BLESSIE, RONALD	REF	1,000.00
BURTON PLUMBING SERVICES LLC	REF	74.69
CHADWELL, JEREMY	REF	118.08
CHARLES THOMAS HOMES	REF	150.00

COLONY CUSTOM HOMES	REF	150.00
CURT HOFER & ASSOCIATES	REF	150.00
ECHELON HOMES LLC	REF	1,000.00
Elijah Williams Construction	REF	1,000.00
FALCONE HOMES	REF	1,000.00
FRONTIER BUILDERS LLC	REF	1,000.00
G LEE HOMES	REF	1,000.00
G LEE HOMES	REF	96.08
G LEE HOMES	REF	150.00
G LEE HOMES	REF	150.00
IDEAL DESIGNS REMODELING & CONSTRUCTION LLC	REF	150.00
IDEAL DESIGNS REMODELING & CONSTRUCTION LLC	REF	150.00
IDEAL DESIGNS REMODELING & CONSTRUCTION LLC	REF	150.00
LANDMARK PERFORMANCE	REF	1,000.00
LANDMARK PERFORMANCE	REF	102.11
LIM CONSTRUCTION DBA EVOLVED STRUCTURES	REF	1,000.00
MAJESTIC HOMES	REF	150.00
MAJESTIC HOMES	REF	150.00
MAJESTIC HOMES	REF	150.00
MALIBU HOMES	REF	1,000.00
MIDWEST DWELLINGS LLC	REF	150.00
MIDWEST DWELLINGS LLC	REF	150.00
MIDWEST DWELLINGS LLC	REF	150.00
MIDWEST DWELLINGS LLC	REF	150.00
POHLAD CUSTOM HOMES INC	REF	150.00
PROFILE HOMES	REF	150.00
Deemer, James R	RMB	321.40
Kreager, Shane A	RMB	136.40
ARPS	SER	1,461.25
Baker & Taylor	SER	455.26
Bauer Built	SER	162.50
Black Hills Energy	SER	1,035.68
CENTURYLINK c/o JNR	SER	3,650.68
CenturyLink	SER	90.30
CK Parking Lot Maintenance	SER	9,800.00
CORNHUSKER STATE INDUSTRIES	SER	379.50
COX BUSINESS	SER	1,576.98
Datashield Corporation	SER	1,045.00
Douglas County Environmental	SER	3,604.00
Eagle Engineering Group LLC	SER	2,793.72
Farnham & Griffin, P.C., L.L.O.	SER	10,397.65
Five Nines Technology Group INC	SER	3,600.36
Fremont Department of Utilities	SER	33,425.19
IBTS	SER	300.00
JD'S CAR WASH & DETAILING LLC	SER	183.60
JEO CONSULTING	SER	8,250.00
Michael Matzen	SER	823.90
Municipal Code Services	SER	200.00
Nebraska Law Enforcement Training Center	SER	72.00
Nebraska Sweeping Inc	SER	3,502.50
Olmsted & Perry Consulting Engineers Inc.	SER	82,191.90
OMNI ENGINEERING	SER	931.00
OPPD	SER	14,198.10
PEOPLESERVICE INC	SER	32,418.00
POLICE OFFICERS' ASSOCIATION OF NEBRASKA	SER	78.50
Publication Printing	SER	163.10
Staples Connect	SER	95.98
The Daily Record	SER	388.32
VRBA Construction	SER	16,692.20
Window Pro	SER	20.00
Workplace Screening Intelligence LLC	SER	282.00
Ace Hardware #339C	SUP	24.51
ALL FLAGS, ETC.	SUP	484.49
Amazon Business	SUP	409.67
AMERICAN UNDERGROUND SUPPLY	SUP	630.69

BADGER BODY & TRUCK EQUIPMENT	SUP	738.00
Bomgaars	SUP	89.95
CAPPEL AUTO SUPPLY	SUP	69.43
Cornhusker International Trucks Inc	SUP	220.54
DICKS VALLEY MARKET	SUP	22.93
Eakes Office Solutions	SUP	721.02
Everett's Auto Repair	SUP	2,695.47
HOSE & HANDLING	SUP	671.16
Host Coffee Service	SUP	182.96
Jensen Tire & Auto	SUP	1,574.68
Jetco	SUP	5,164.50
Larsen International	SUP	4,658.15
LOVE'S TRAVEL STOPS & COUNTRY STORE	SUP	3,042.41
Martin Marietta	SUP	769.33
MENARDS - ELKHORN	SUP	188.38
Menards- Fremont	SUP	1,188.54
Petty Cash	SUP	59.78
ROB'S OIL COMPANY INC	SUP	290.07
S2 ROLLOFFS	SUP	5,034.90
TSC	SUP	24.99
TWO RIVERS SAND & GRAVEL	SUP	602.36

*Bond - BON
*Reimbursements - RMB
*Services - SER
*Supplies - SUP
*Insurance - INS
*Refund - REF

8. Annual Rollin to Colon Bicycle Ride – Lena Beeson, 3833 S. 186 Ave., Omaha, NE., requested permission to hold the Rollin to Colon annual bicycle ride on June 1, 2023, starting at DC West High School at approximately 7 a.m.

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

9. Proclamations – Mayor Grove noted the following Proclamations are posted: Peace Officer's Memorial Day May 15, 2023, and May 14-20, 2023, and National Police Week and International Building Safety Month May 2023.

10. Resolution No. 2023-18 – Administration of Retirement Account – Council member Batcher introduced, read and moved for passage of Resolution No. 2023-18 authorizing the establishment of an investment account at TD Ameritrade in connection with the administration of the retirement plan for the city's employees, including the execution of an account application, signature cards and any other document or instrument necessary to establish such account. Ueckert seconded. Batcher, Ueckert and TenEyck voted YES: NO: no one, ABSENT: Lewis. A true, correct and complete copy of said resolution is on file at city hall.

11. Resolution No. 2023-19 – Still Water Lake Reimbursement – Council member Ueckert introduced, read and moved for approval of Resolution No. 2023-19 authorizing United Republic Bank to disburse $8,052.50 to the City of Valley for Still Water Lake LLC general engineering and planning fees. TenEyck seconded. Ueckert, TenEyck and Batcher voted YES: NO: no one, ABSENT: Lewis. A true, correct and complete copy of said resolution is on file at city hall.

12. Resolution No. 2023-20 – Agreement with American Legal Publishing, LLC – Council member TenEyck introduced, read and moved for passage of Resolution No. 2023-20 authorizing Mayor Grove to execute the Codification Agreement and Pricing

Contract with American Legal Publishing, LLC for recodification services on behalf of the City of Valley. Batcher seconded. TenEyck, Batcher and Ueckert voted YES: NO: no one, ABSENT: Lewis. A true correct and complete copy of said resolution is on file at city hall.

13. Resolution 2023-21 – Interlocal Agreement with City of Omaha for Prosecution Services – Council member Batcher introduced, read, and moved for passage of Resolution No. 2023-21 authorizing Mayor Grove to execute the Interlocal Agreement with City of Omaha for prosecution services on behalf of the City of Valley. Ueckert seconded. Batcher, Ueckert and TenEyck voted YES: NO: no one, ABSENT: Lewis. Motion carried. A true correct and complete copy of said resolution is on file at city hall.

14. Ordinance No. 790 – Tree Board – Mike Wiekhorst, Tree Board Chairman, reviewed proposed changes relating to the Tree Board duties and arborist licensing. Council members TenEyck and Batcher requested that the proposed ordinance be amended to include reasonable written advance notice to the property owner or resident before anyone would enter onto the property to inspect any hazardous, dead or diseased tree or tree.

Everett Cole, 106 E. Third Street, Valley, NE., asked for confirmation that he could cut down his own tree on his own property. It was confirmed that he could do so and only if he hired someone else to do it, they would need to be licensed with the city.

Council member Batcher introduced 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 with the amendment of Advance Notice being added 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 Ueckert. NO: no one. ABSENT: Lewis. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said Ordinance was then read by title and thereafter Council member TenEyck moved for final passage of the ordinance which motion was seconded by Council member Ueckert. The Mayor then stated the question "Shall Ordinance No. 790 be passed and adopted. Upon electronic vote, the following council members voted YES: TenEyck, Ueckert and Batcher. NO: no one, ABSENT: Lewis. 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.

15. Preliminary and Final Plat – Nachreiner Addition – Bob Hampton, developer, 4089 S. 84th St., Omaha, NE., reviewed the plats and summarized the agreement which will allow Nachreiner's to expand their current company location.

Mayor Grove opened the public hearing on the Preliminary and Final Plat – Nachreiner Addition. No public testimony was given.

Mayor Grove closed the public hearing.

The city attorney stated that the developer requested a change be made to the legal description and noted that it will be amended to be platted as Lot 1 and 2 versus Lot 1 and Outlot A.

Council member Batcher introduced, read and moved for passage of Resolution No. 2023-16 approving the Preliminary and Final Plat of Nachreiner Addition with the amendment of the noted lot change. Ueckert seconded. Batcher, Ueckert and TenEyck voted YES: NO: no one, ABSENT: Lewis. A true, correct and complete copy of said resolution is on file at city hall.

16. Ordinance No. 788 Nachreiner Rezoning – The city attorney stated that the same change regarding the lot designation would be made to the rezoning ordinance.

Mayor Grove opened the public hearing on the Nachreiner Addition rezoning. No public testimony was given.

Mayor Grove closed the public hearing.

Council member Batcher introduced 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: as amended with the change to the legal description and moved that the statutory rule requiring reading on three different days be suspended. Council member Ueckert seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: Batcher, Ueckert and TenEyck. NO: no one. ABSENT: Lewis. 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 Ueckert moved for final passage of the ordinance which motion was seconded by Council member TenEyck. The Mayor then stated the question "Shall Ordinance No. 788 be passed and adopted. Upon electronic vote, the following council members voted YES: Ueckert, TenEyck and Batcher. NO: no one, ABSENT: Lewis. 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.

17. Resolution N. 2023-14 – Subdivision and Permanent Drainage Easement Agreement with Still Water LLC (Nachreiner Addition) – Council member TenEyck introduced, read and moved for passage of Resolution No. 2023-14 authorizing Mayor Grove to execute the Subdivision and Permanent Drainage Easement Agreement with Still Water LLC (Nachreiner Addition). Batcher seconded. TenEyck, Batcher and Ueckert voted YES: NO: no one, ABSENT: Lewis. A true, correct, and complete copy of said resolution is on file at city hall.

18. PeopleService Update – Mike Adair, 207 E. Condron St., Valley, NE., representing PeopleService, gave an update on water complaints, hydrant flushing, plant upgrade project and summer water usage.

19. Olmsted and Perry Consulting Engineers – Jim Olmsted, special engineer on Water Projects, reported on the status of the five projects related to the Water Treatment Plant Expansion.

20. CITY ENGINEER

20. A. Ginger Cove Lift Station No. 3 Upgrades – Greg Perry reviewed the contractor's application for payment from Vrba Construction and recommended approval of the same.

Council member TenEyck introduced, read, and moved for passage of Resolution No. 2023-22 authorizing the payment of $13,102.20 to Vrba Construction for the Ginger Cove Lift Station No. 3 Upgrades Project. Ueckert seconded. TenEyck, Ueckert and Batcher voted YES: NO: no one, ABSENT: Lewis. A true correct and complete copy of said resolution is on file at city hall.

20. B. – Other / Miscellaneous – Greg Perry gave updates on the following: 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 Trail Parking Lot Improvements – Earthwork complete, EAA Development and Access Commercial Development.

21. City Attorney – Jeff Farnham reviewed ongoing projects including the NRD lease, vacation of Cottonwood Drive, Menards TIF and Bennington Police Server Agreement.

22. Mayor's Report – The Mayor reported on the Community Needs Assessment Survey and corresponding Town Hall meeting to review results to be held on June 21, 2023, at 7:00 p.m. at the Twin Rivers YMCA, successful clean up day and Fire Station Community Kick Off Event planned for May 25th.

23. Upcoming Events – Valley Days Planning Meeting May 16, 2023, at 6:00 p.m. and No Planning Commission meeting will be held in May,

The meeting adjourned at 7:45 p.m.

Cindy Grove

Mayor Cindy Grove

Cheryl K. Eckerman

City Clerk Cheryl K. Eckerman

City of Valley							
Treasurer's Report							
May 2023							
		Cash				Cash	
		Balance	Net Income	Fund 3	Interfund	Balance	Investments
General - Fund 1	Dept	4/28/2023	or (Loss)	Withholdings	Transfers	5/31/2023	5.31/2023
		$2,943,359.42	($253,034.79)			$2,690,324.63	$14,456.37
Pines Assessments		$328,147.92	($17,862.34)			$310,285.58	
Bond - Fund 2	021	$590,247.65	$42,452.34			$632,699.99	
C D A	001	$47,833.17	$124.92			$47,958.09	
		$3,909,588.16	($228,319.87)	$0.00	$0.00	$3,681,268.29	
City of Valley							
Pooled Cash							
Proprietary Funds							
		Cash				Cash	
		Balance	Net Income	Fund 3	Interfund	Balance	Investments
Funds		4/28/2023	or (Loss)	Withholdings	Transfers	5/31/2023	5/31/2023
Water - Fund	024	$562,072.33	$462,620.66			$1,024,692.99	$9,501.83
Cap. Facility Chg.	024	$965,202.55	$68,477.93			$1,033,680.48	
Sewer - Fund	026	$1,276,295.85	$462,620.67			$1,738,916.52	
Cap. Facility Chg.	026	$715,793.27	$68,477.94			$784,271.21	
		$3,519,364.00	$1,062,197.20	$0.00	$0.00	$4,581,561.20	
		Cash				Cash	
		Balance	Net Income	Fund 3	Interfund	Balance	Investments
	Dept	4/28/2023	or (Loss)	Withholdings	Transfers	5/31/2023	5/31/2023
Fund 4							
Nursing Home	050	$740,691.05	$24,179.36			$764,870.41	
Fund 8							
Keno	056	$208,713.91	$7,963.80			$216,677.71	
Fund 10							
Sales Tax	058	$3,104,835.09	$171,410.34			$3,276,245.43	
ARPA		$346,586.05	$626.70			$347,212.75	
		$4,400,826.10	$204,180.20	$0.00	$0.00	$4,605,006.30	
Total All Funds		**$11,829,778.26**	**$1,038,057.53**	**$0.00**	**$0.00**	**$12,867,835.79**	**$23,958.20**

June Council Bills

Lookup	Vendor	Description	Activity Date	Amount
103	ACCUFUND	arpa expense	6/14/2023	1,343.75
103	ACCUFUND	arpa expense	6/14/2023	1,656.25
1932	AFLAC	EMPLOYEE INSURANCE	6/14/2023	712.38
35184	Amazon Business	2 GALLON SAFETY CAN 5 GALLON SAFETY CAN	6/14/2023	513.09
35184	Amazon Business	COTTON UNISEX BANDANA	6/14/2023	37.98
35184	Amazon Business	FREE STANDING FLOOR STAND	6/14/2023	94.90
35184	Amazon Business	MICROPHONE FOR LAPTOP & DESKTOP	6/14/2023	39.57
35184	Amazon Business	48 PIECES COLORFUL HANDPRINTS CUT OUTS	6/14/2023	83.92
35184	Amazon Business	HIGH SPEED CLOYD ENABLED DOCUMENT PHOTO & RECIET SCANNER	6/14/2023	425.98
35184	Amazon Business	DINOSAUR TOYS FOR KIDS	6/14/2023	83.34
35184	Amazon Business	UTILITY CART	6/14/2023	351.53
525	AMERICAN LEGAL PUBLISHING		6/14/2023	2,838.00
104	Aqua-Chem	FLOW METER	6/14/2023	180.65
104	Aqua-Chem	50LB BAG CYANURIC ACID	6/14/2023	571.50
104	Aqua-Chem	0-60PSI GAUGE	6/14/2023	47.27
104	Aqua-Chem	CHEMICALS & INJECTION FITTING	6/14/2023	977.75
104	Aqua-Chem	CHEMICALS	6/14/2023	406.30
579	ARCHISTRUCTURE	5504 N 284th CIR PERMIT REFUND	6/14/2023	1,000.00
250	ARPS	L10-3500 AE	6/14/2023	1,279.00
277930	Baker & Taylor	BOOKS	6/14/2023	165.76
277930	Baker & Taylor	BOOKS	6/14/2023	99.42
277930	Baker & Taylor	BOOKS	6/14/2023	22.41
248	Bauer Built	jd 1575	6/14/2023	434.07
7966	Black Hills Energy	GAS BILL	6/14/2023	430.76
3020001	BOHLMANN, MARK	PERMIT DEPOSIT REFUND	6/14/2023	500.00
12058	BUCKLAND HOMES LLC	PERMIT DEPOSIT REFUND	6/14/2023	1,000.00
1203	CAPPEL AUTO SUPPLY	shop	6/14/2023	292.93
1203	CAPPEL AUTO SUPPLY		6/14/2023	46.90
7022000	CARROLL CARPENTRY	PERMIT DEPOSIT REFUND	6/14/2023	1,000.00
2961	CenturyLink	POOL PHONE	6/14/2023	60.75
7060500	CHARLES THOMAS HOMES	PERMIT DEPOSIT REFUND	6/14/2023	1,000.00
28330	Core & Main	1' I PER METERS	6/14/2023	9,252.00
650976	COX BUSINESS	internet & tv	6/14/2023	355.52
6069300	CURT HOFER & ASSOCIATES	permit deposit refund	6/14/2023	1,000.00
8458	Datashield Corporation	SHRED	6/14/2023	45.00
8458	Datashield Corporation	SHRED	6/14/2023	45.00
3214	Deemer, James R	training	6/14/2023	465.05
7870	Diamond Vogel	WHITE & BLUE TRAFFIC PAINT	6/14/2023	648.35
1170003	DICKS VALLEY MARKET		6/14/2023	203.16
15335	Douglas County Environmental	PERMIT INSPECTIONS	6/14/2023	2,990.00
12100	Eagle Engineering Group LLC	center st trail parking lot	6/14/2023	3,573.66
12100	Eagle Engineering Group LLC	sewer streets zoning general services	6/14/2023	3,069.98

11190	Eakes Office Solutions	folders red stamp file folders paper	6/14/2023	59.96
11190	Eakes Office Solutions	usb drive	6/14/2023	109.16
11190	Eakes Office Solutions	white labels	6/14/2023	9.29
11190	Eakes Office Solutions	tissue, towels	6/14/2023	95.32
11190	Eakes Office Solutions	usb drive	6/14/2023	109.16
11190	Eakes Office Solutions	paper	6/14/2023	47.10
11190	Eakes Office Solutions	contract base rate	6/14/2023	494.78
11190	Eakes Office Solutions	contract base rate	6/14/2023	92.80
450	ELAN CITY	solar evolis speed signs	6/14/2023	9,079.00
450	ELAN CITY	solar signs	6/14/2023	8,779.00
1100	Electronic Engineering	repair/labor radio	6/14/2023	507.45
207	Everett's Auto Repair	service oil	6/14/2023	102.83
207	Everett's Auto Repair	2 tire repair	6/14/2023	53.00
207	Everett's Auto Repair	tire mount on rim	6/14/2023	28.00
28563	Evoqua Water Technologies LLC	bloxide for lift station	6/14/2023	17,420.00
220	Farnham & Griffin, P.C., L.L.O.	SUDBECK, NRD EASEMENT, NACHREINER PLAT, ELKHORN ATHLETIC, STILL WATER LAKE, GENERAL, COTTONWOOD DR,, TIF GENERAL	6/14/2023	5,454.50
2020002	FIRST NEBRASKA BANK		6/14/2023	3,659.90
186	First Nebraska Bank (Brainard)	#107 bond	6/14/2023	5,962.50
203	First State Bank Nebraska	#107 bond	6/14/2023	5,962.50
619	Five Nines Technology Group INC	service agreement	6/14/2023	3,720.50
635	Fremont Department of Utilities	sewer charge	6/14/2023	39,402.75
2324	Fremont Winnelson	pool	6/14/2023	44.00
1168502	HILL, ADAM	Credit refund	5/25/2023	150.00
9444	Host Coffee Service	water cooler	6/14/2023	28.89
9444	Host Coffee Service	creamer sugar coffee	6/14/2023	143.78
45207	IBTS	commerical inspection 301 s pine	6/14/2023	150.00
7045000	IDEAL DESIGNS REMODELING & CONSTRUCTION LLC	PERMIT DEPOSIT REFUND 6213 N 295	6/14/2023	1,000.00
2127505	JANOVSKY, SHARON	ANNUALS FOR ARBOREDUM	6/14/2023	79.03
2176400	JD'S CAR WASH & DETAILING LLC	POLICE CAR WASH & VOLT	6/14/2023	138.55
152	JOHN DEERE FINANCIAL		6/14/2023	2,996.96
1223	Jones Automotive	AUTO CHARGING RELAY	6/14/2023	243.14
1223	Jones Automotive	L-TRAN SCANNER FOR FRONT COMPUTER	6/14/2023	522.84
1210	LAYNE CHRISTENSEN COMPANY	2022 water system improvements	6/14/2023	210,602.07
11245	League of Nebraska Municipalities	INSURANCE	6/14/2023	38,955.00
11245	League of Nebraska Municipalities	auto liablity property damage insurance	6/14/2023	433.18
1216	Lien Termite & Pest Control		6/14/2023	92.00
1222	Lincoln National Life Insurance Company	INSURANCE	6/14/2023	811.76
1063004	LINDAHL, ALYSSA	Credit refund	5/30/2023	150.00
842568	LOVE'S TRAVEL STOPS & COUNTRY STORE	fuel	6/14/2023	187.33
842568	LOVE'S TRAVEL STOPS & COUNTRY STORE	fuel	6/14/2023	595.08

842568	LOVE'S TRAVEL STOPS & COUNTRY STORE	fuel	6/14/2023	148.75
842568	LOVE'S TRAVEL STOPS & COUNTRY STORE	fuel	6/14/2023	108.86
842568	LOVE'S TRAVEL STOPS & COUNTRY STORE	fuel	6/14/2023	26.63
842568	LOVE'S TRAVEL STOPS & COUNTRY STORE	fuel	6/14/2023	618.52
842568	LOVE'S TRAVEL STOPS & COUNTRY STORE	fuel	6/14/2023	703.40
842568	LOVE'S TRAVEL STOPS & COUNTRY STORE	fuel	6/14/2023	572.45
842568	LOVE'S TRAVEL STOPS & COUNTRY STORE	fuel	6/14/2023	695.09
842568	LOVE'S TRAVEL STOPS & COUNTRY STORE	fuel	6/14/2023	190.62
12123	MARVCO ENTERPRISES, INC.	YEALINK WH63 5 EACH	6/14/2023	692.20
6121500	MBR ENTERPRISES	permit deposit refund 14 ginger cove	6/14/2023	500.00
1318	MENARDS - ELKHORN	brass nozzle, hose nozzle, cobra drain bladder, stake flag	6/14/2023	259.88
1318	MENARDS - ELKHORN	pole brkr	6/14/2023	13.88
1318	MENARDS - ELKHORN	purdy 3 pk covr, mix all mixer, paint pail, putty knife, cover replacements	6/14/2023	64.27
1318	MENARDS - ELKHORN	floor scrub	6/14/2023	59.95
1317	Menards- Fremont	quick connect wand, deck star drive, replacement hose, spray gun	6/14/2023	530.50
1317	Menards- Fremont	pruning saw	6/14/2023	80.94
1313	Michael Matzen	CLEANING	6/14/2023	823.90
1328	Michael Todd Industrial Supply	lawn rake, floor broom, flags	6/14/2023	763.00
715733	Midwest Tape LLC	dvd	6/14/2023	88.19
715733	Midwest Tape LLC	dvd	6/14/2023	74.70
715733	Midwest Tape LLC	dvd	6/14/2023	94.46
723	MIKE GREFE EXCAVATING	haul dirt & grade for center st parking lot	6/14/2023	15,107.80
98922	Nebraska Department of Environment & Energy	drinking water srf-semi-annual	6/14/2023	19,367.33
1451	Nebraska Rural Water Association		6/14/2023	450.00
7030501	NESTANDER, DOREEN	Credit refund	5/25/2023	150.00
1470	NEUVIRTH CONSTRUCTION INC.	valley filter media replacement	6/14/2023	72,974.52
6050600	Newport Homes	permit deposit refund 6327 n 295th st	6/14/2023	1,000.00
1505	Olmsted & Perry Consulting Engineers Inc.	filter media replacement	6/14/2023	10,058.50
1505	Olmsted & Perry Consulting Engineers Inc.		6/14/2023	17,240.15
2350	OMNI ENGINEERING	material sales	6/14/2023	175.00
3065	OPPD		6/14/2023	14,880.60
1617	PEOPLESERVICE INC	water/wastewater monthly services	6/14/2023	32,197.00
315	Petty Cash		6/14/2023	76.34
175	POHLAD CUSTOM HOMES INC	permit deposit refund 6203 n 295th st	6/14/2023	1,000.00
1645	POWERTECH	waste water / labor & materials	6/14/2023	661.05

6050900	PRAIRIE HOMES	permit deposit refund 6314 n 295th st	6/14/2023	1,000.00
3200000	QUASAR DRIVE-IN THEATER	cwac sponsor	6/14/2023	250.00
1131505	SUNDE, VINCE	fire extinguisher training	6/14/2023	180.00
1551	TAKE 5 PROGRAM, LINCOLN YOGA CENTER	yoga for kids	6/14/2023	114.48
435	TECHSOUP	microsoft office for 7 patron pc's	6/14/2023	252.00
2019	The Daily Record	notices, meetings	6/14/2023	326.08
2103	United States Postal Service Postmaster	yearly po box fee	6/14/2023	80.00
679859	Waste Connections of Nebraska Inc		6/14/2023	531.68
1701	WATERLOO MULCH & SOIL	mulch for spruce st	6/14/2023	336.00
1064004	WILSON, MEGAN	Credit refund	5/25/2023	150.00
2342	Window Pro	window cleaning	6/14/2023	20.00
4443	Workplace Screening Intelligence LLC	employment ppn-urine	6/14/2023	64.00
2175001	YMCA OF GREATER OMAHA	may pool management fee	6/14/2023	2,750.00
7028251	YOUNG, SLADE	Credit refund	5/25/2023	150.00
				596,469.71

Additional Bills for Council Approval		
6/13/2023		
Verizon		$455.53
Bluewater		$221,467.91
Mallard		$144,608.82
Child support		$429.23
Douglas County Treasurer		$31,974.78
USPP		$797.33
TD Ameritrade		$3,367.25
Douglas County Register of Deeds		$76.00
verizon		$422.70

Wage

Employee Tax

Employer Tax

Deductions

Grand Totals

Type	Hours	Current
Employee		
Wellness Reimbursement - Non Taxable	0.00	$20.00
Uniform	0.00	$333.03
Salary	0.00	$14,513.81
Regular	3,001.59	$73,803.98
Overtime	41.91	$1,720.16
K9	0.00	$333.90
Excess PTO	0.00	$1,478.46
Cell Phone Reimbursement	0.00	$406.34
Period Total		**$92,609.68**

Type	Period Total
Federal	$7,497.27
Medicare	$1,314.74
Social Security	$5,621.67
State-NE	$3,567.73
Total	**$18,001.41**

Type	Period Total
Medicare	$1,314.74
NE-UI	$34.19
Social Security	$5,621.67
Total	**$6,970.60**

Type	Period Total
Accidental Death Insurance	$0.00
AFLAC - Short Term Disability 2023	$132.74
AFLAC - Specified Health Event 2023	$4.32
AFLAC Accidental 2023	$59.30
AFLAC Cancer 2023	$93.78
AFLAC Hospital 2023	$38.92
Child Support	$858.46
Dental	$32.54
Lincoln Financial Life Insurance	$0.00
Medical	$585.38
MWG - Gap Insurance 2023	$28.92
Simple IRA 2023	$4,052.82
Vision	$5.78
YMCA Membership (In-Network)	$0.00
Total	**$5,892.96**

Deduction Summary for Period
Pay Code: 7796
05/01/2023 through 05/31/2023

City of Valley

Simple IRA 2023

Employee	Hours	Employee Total	Employer Total
Brown, Elizabeth	93.88	$42.25	$42.25
Clark, Caleb	44.20	$888.68	$59.24
Deemer, James	160.00	$277.78	$277.78
Eckerman, Cheryl	160.97	$290.27	$290.27
Eggen, Doug	160.00	$624.96	$312.48
Emmi, Sarah	160.47	$75.95	$75.95
Hempel, Michael	163.08	$129.99	$129.99
Jones, Kristin	143.70	$113.81	$113.81
Korinek, Beth	118.37	$81.48	$81.48
Kreager, Shane	160.83	$114.27	$114.27
Musson, James	161.03	$232.33	$232.33
Ratigan, Patrick	159.12	$89.46	$89.46
Sheets, Tim	162.78	$235.27	$235.27
Spinar, Stacy	162.22	$112.56	$112.56
Stewart, Samantha	160.07	$212.08	$212.08
Van Den Boogaart, Jeroen	164.25	$531.68	$319.00

Grand Total

Total Count: 16	**Grand Total:**	**2,334.96**	**$4,052.82**	**$2,698.22**

Commission Summary

Date 5/3/2023

Paid to City of Valley

For Period 4/16-4/30/2023

Description	Amount
	3,706.52

Amount $3,706.52

Commission Summary

Date 5/18/2023

Paid to City of Valley

For Period 5/1-5/15/2023

Description	Amount
	3,919.27

Amount $3,919.27

May Keno Receipts
$7,625.79

PeopleService INC.
Water & Wastewater Professionals

Date: June 8, 2023

To: City of Valley

From: Jeremy Beam, Lead Operator

O & M Report: May 2023

Water Operation & Maintenance

- PeopleService performed 498 locates.
- Installed 15 MXU's on new builds.
- PeopleService read meters on the 26th.
- Handed out shutoff notices on the 24th and shut water off to 2 houses for nonpayment on the 25th.
- A lot of work has been done at the water plant: 2 filters have had the media replaced, the 3rd well has been put in and flow tested. The pipe has been put in the ground from the water plant to the new well. They have started on the 3rd filter and parts are coming in for the chemical rooms. The location where the backwash holding tank is going has been brought out of the flood plan and we are now waiting on the tank to show up. We have been spending a lot of time at the water plant helping out the contractors get their work done when they need us to operate the plant for them to work on filters
- We have been flushing hydrants as the calls come in for brown water, but the calls have gone way down.

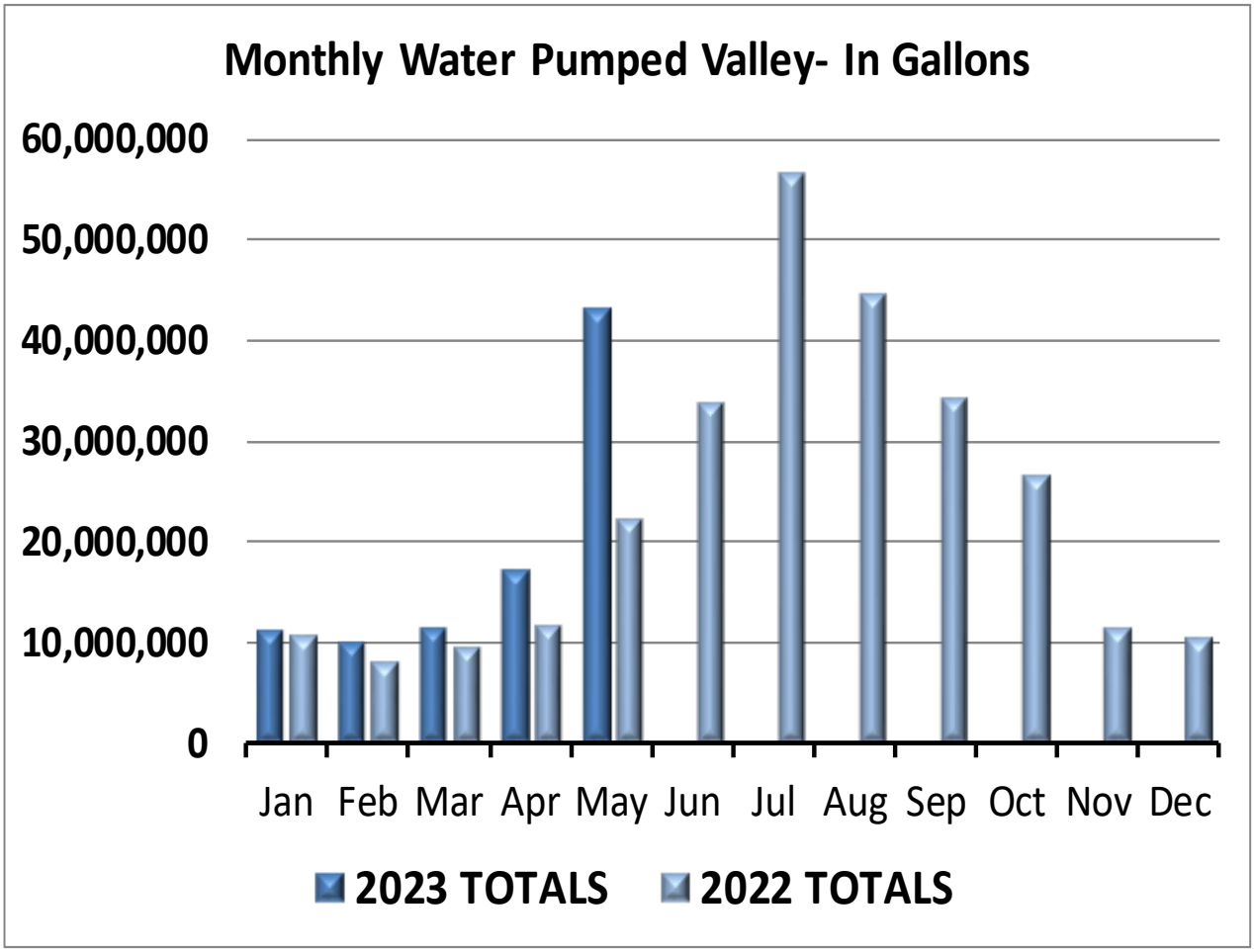
Wastewater Operation & Maintenance

- PeopleService had been checking lift stations on a regular basis. We did have BW number 5 go into high level during off hours. We investigated and found the transformer was chattering. We had OPPD come check it out and they found a leg of power was causing the pumps not to run. That was fixed within a few hours, and it was back up and running.

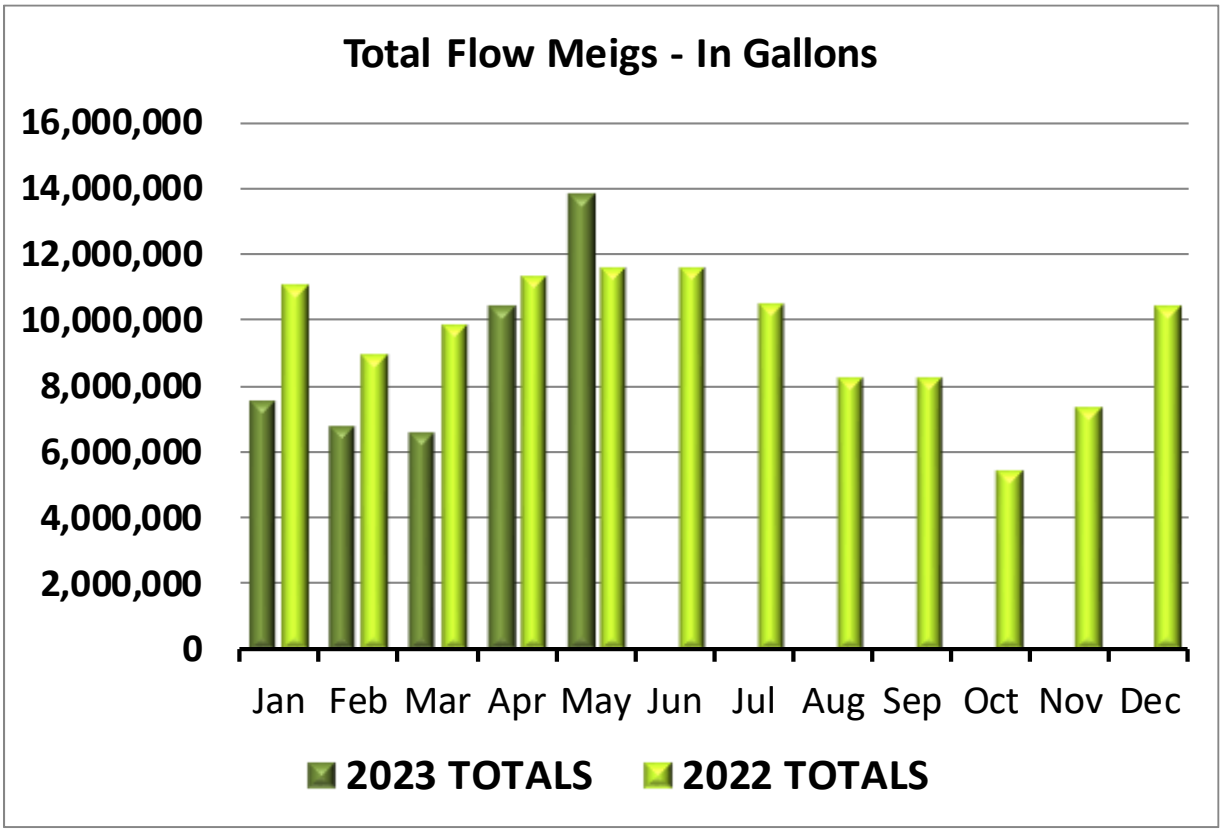
PeopleService INC.
Water & Wastewater Professionals

		This Month	Last Month	Same Month Last Year
		May-23	April-23	May-22
Water	**Units**			
Total Monthly Pumped Valley	gallons	43,258,000	17,351,000	22,225,000
Daily Average Pumped Valley	gallons	1,395,419	591,000	694,000
Average Fluoride Residual	mg/L	0.00	0.00	0.99
Fluoride used	lbs	524.70	220.50	256.20
Average Chlorine Residual	mg/L	0.44	0.38	0.37
Chlorine used	lbs	153.60	97.30	61.40
Potassium Permanganate	lbs	1,826.00	646.00	447.00
Wastewater				
Effluent Flow				
Total Flow Meigs Street	gallons	13,820,000	10,426,000	11,610,000
Avg Daily Flow Meigs Street	gallons	445,000	245,000	362,812
Total Flow Byarsville	gallons	16,342,000	12,749,000	13,763,000
Avg Daily Flow Byarsville	gallons	527,000	245,000	430,093
Total Flow Valmont	gallons	338,000	548,000	428,780
Avg Daily Flow Valmont	gallons	11,000	18,000	13,831
Lift Station Data				
Gardiner St Rainwater Total Runtime	hours	0.00	0.00	0.00
Valhaven (#1) Total Runtime	hours	0.00	0.00	0.00
Valhaven (#2) Total Runtime	hours	20.00	16.70	6.00
Country Aire (#1) Total Runtime	hours	33.90	24.40	32.00
Legacy Valley Total Runtime	hours	73.20	57.20	31.20
Legacy Valley Avg Daily Runtime	hours	2.36	1.84	1.00
Valley Shores (1) Pump 1 Total Run	hours	19.20	15.80	27.10
Valley Shores (1) Pump 2 Total Run	hours	17.50	15.10	24.00
Valley Shores (2) Pump 1 Total Run	hours	49.80	39.20	113.80
Valley Shores (2) Pump 2 Total Run	hours	0.00	0.00	119.20
Valley Shores (3) Pump 1 Total Run	hours	10.20	7.90	6.30
Valley Shores (3) Pump 2 Total Run	hours	12.20	10.00	6.10
Regional Pump #1 Total Runtime	hours	0.00	670.50	0.00
Regional Pump #2 Total Runtime	hours	0.00	670.60	0.00
Mallard (1) Pump 1 Total Runtime	hours	13.00	11.30	13.10
Mallard (1) Pump 2 Total Runtime	hours	13.80	11.40	12.20
Mallard (2) Pump 1 Total Runtime	hours	0.00	0.00	4.50
Mallard (2) Pump 2 Total Runtime	hours	10.40	8.80	2.90
Mallard (3) Pump 1 Total Runtime	hours	22.40	18.60	41.60
Mallard (3) Pump 2 Total Runtime	hours	21.90	17.70	31.60
Mallard (4) Pump 1 Total Runtime	hours	48.20	34.80	32.40
Mallard (4) Pump 2 Total Runtime	hours	48.20	36.50	39.90
Bluewater (1) Pump 1 Total Runtime	hours	17.50	11.40	8.70
Bluewater (1) Pump 2 Total Runtime	hours	22.00	14.20	13.30
Bluewater (2) Pump 1 Total Runtime	hours	228.80	111.00	20.10
Bluewater (2) Pump 2 Total Runtime	hours	58.20	45.00	18.20
Bluewater (3) Pump 1 Total Runtime	hours	15.20	15.60	25.90
Bluewater (3) Pump 2 Total Runtime	hours	62.50	17.80	20.10
Bluewater (4) Pump 1 Total Runtime	hours	299.70	95.20	7.90
Bluewater (4) Pump 2 Total Runtime	hours	20.80	16.10	37.80
Bluewater (5) Pump 1 Total Runtime	hours	3.70	0.00	13.20
Bluewater (5) Pump 2 Total Runtime	hours	122.90	78.40	56.80
Bluewater (6) Pump 1 Total Runtime	hours	18.10	11.20	10.20
Bluewater (6) Pump 2 Total Runtime	hours	481.90	206.70	184.50
Bluewater (7) Pump 1 Total Runtime	hours	12.20	9.20	6.90
Bluewater (7) Pump 2 Total Runtime	hours	11.60	9.40	6.70
Ginger Cove (1) Pump 1 Total Runtime	hours	122.20	101.20	37.41
Ginger Cove (1) Pump 2 Total Runtime	hours	0.00	0.00	32.61
Ginger Cove (2) Pump 1 Total Runtime	hours	0.00	0.00	27.90
Ginger Cove (2) Pump 2 Total Runtime	hours	25.70	17.20	68.10
Ginger Cove (3) Pump 1 Total Runtime	hours	0.00	0.00	51.40
Ginger Cove (3) Pump 2 Total Runtime	hours	0.00	0.00	29.80

PeopleService INC.
Water & Wastewater Professionals



PeopleService INC.
Water & Wastewater Professionals



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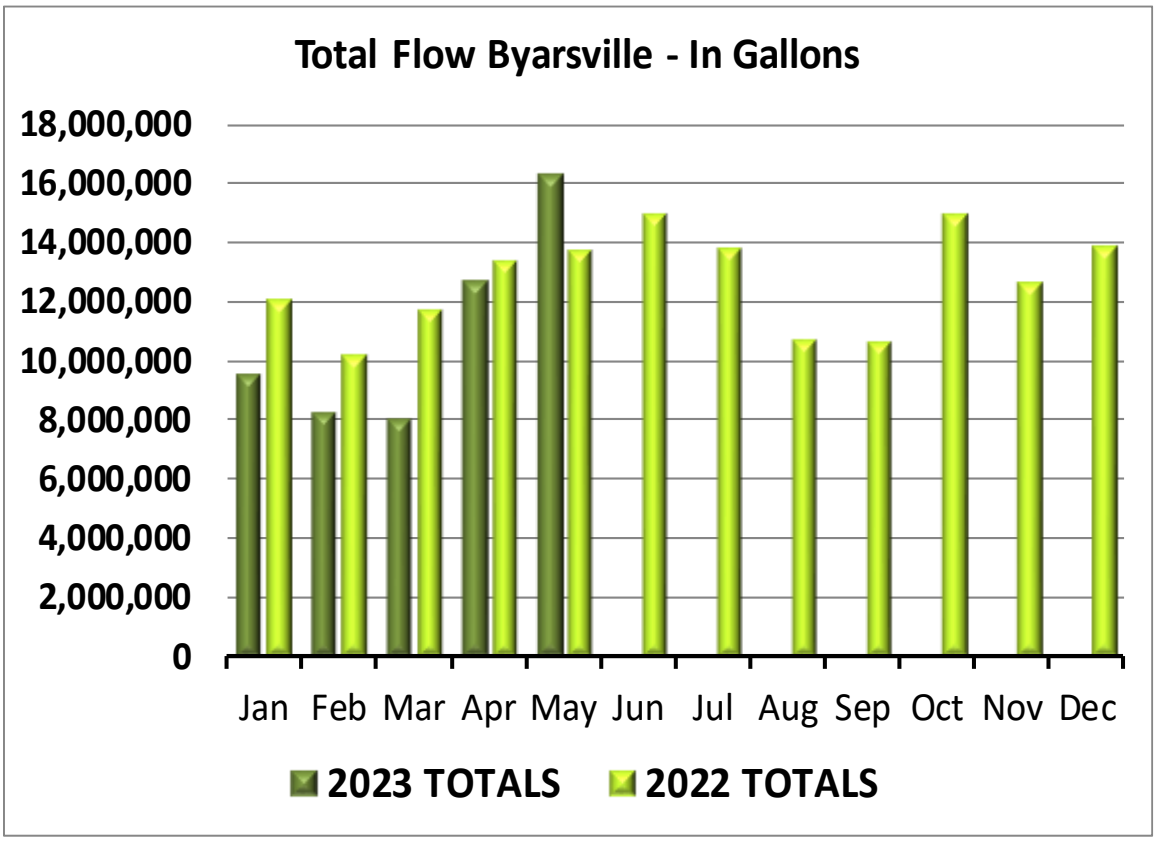

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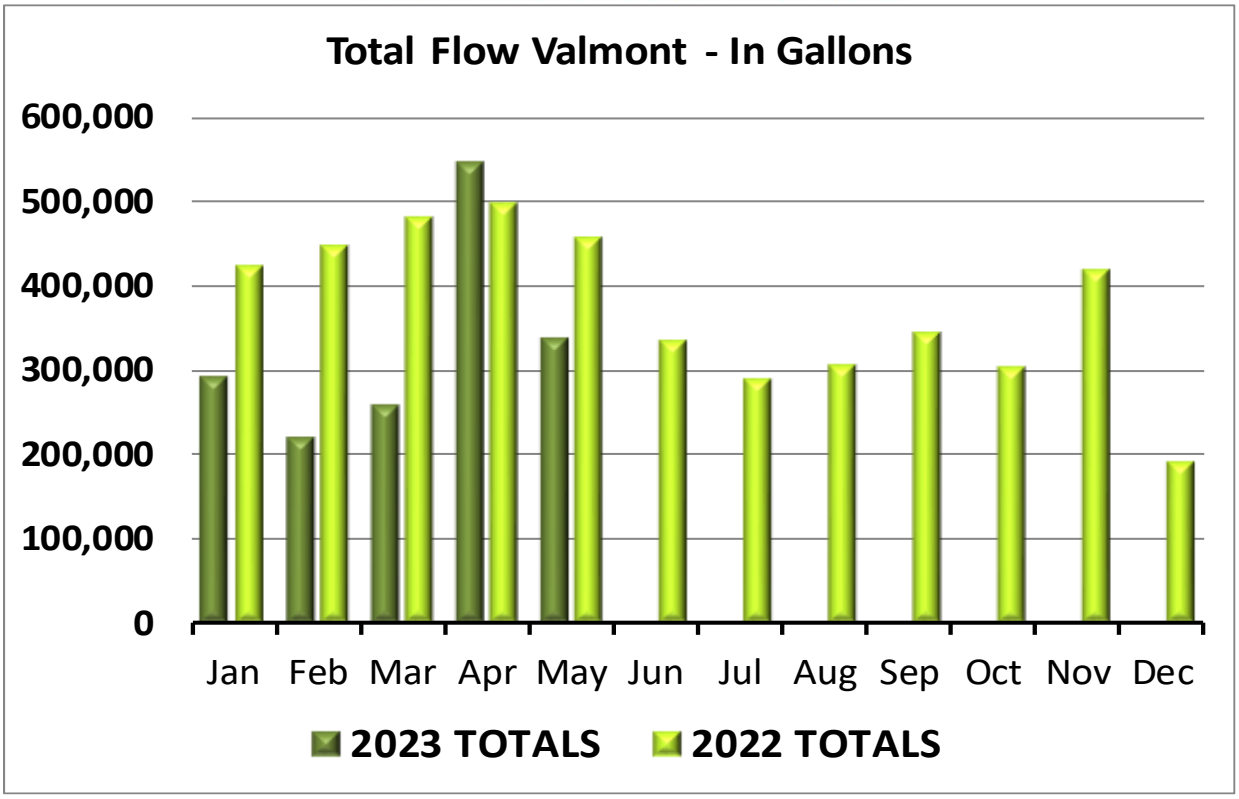


PeopleService INC.
Water & Wastewater Professionals

Contract True-Ups - Current Contract Year				
Item	**Budgeted Amount**	**Amount Spent**	**% of Budget**	**% of Time**
Maintenance Budget	$29,736.00	$13,363.00	45%	67%
Total	$29,736.00	$13,363.00	45%	100%

MAY WORK ORDERS COMPLETED

Date completed	Equipment	Location	Task
5/19/2023	BYERSVILLE LS EMERGENCY GENERATOR	5029 Valley, NE	LS Monthly PM
5/19/2023	COUNTRY AIRE LIFTSTATION	5029 Valley, NE	LS Monthly PM
5/19/2023	DAIRY QUEEN LIFTSTATION	5029 Valley, NE	LS Monthly PM
5/18/2023	MALLARD LANDING LIFT STATION 1	5029 Valley, NE	LS Monthly PM
5/17/2023	MALLARD LANDING LIFT STATION 2	5029 Valley, NE	LS Monthly PM
5/16/2023	MALLARD LANDING LIFT STATION 3	5029 Valley, NE	LS Monthly PM
5/17/2023	MALLARD LANDING LIFT STATION 4	5029 Valley, NE	LS Monthly PM
5/12/2023	MEIGS LS EMERGENCY GENERATOR	5029 Valley, NE	LS Monthly PM
5/12/2023	REGIOINAL LS EMERGENCY GENERATOR	5029 Valley, NE	LS Monthly PM
5/11/2023	VALHAVEN LIFTSTATION	5029 Valley, NE	LS Monthly PM
5/11/2023	BLUEWATER LIFTSTATION 1	5029 Valley, NE	LS Monthly PM
5/11/2023	BLUEWATER LIFTSTATION 2	5029 Valley, NE	LS Monthly PM
5/11/2023	BLUEWATER LIFTSTATION 3	5029 Valley, NE	LS Monthly PM
5/11/2023	BLUEWATER LIFTSTATION 4	5029 Valley, NE	LS Monthly PM
5/10/2023	BLUEWATER LIFTSTATION 5	5029 Valley, NE	LS Monthly PM
5/10/2023	BLUEWATER LIFTSTATION 6	5029 Valley, NE	LS Monthly PM
5/10/2023	BLUEWATER LIFTSTATION 7	5029 Valley, NE	LS Monthly PM
5/5/2023	GINGER COVE LIFT STATION #2	5029 Valley, NE	LS Monthly PM
5/5/2023	GINGER COVE LIFT STATION #3	5029 Valley, NE	LS Monthly PM
5/4/2023	GINGER WOODS LIFT STATION #1	5029 Valley, NE	LS Monthly PM
5/4/2023	GINGER WOODS LIFT STATION #2	5029 Valley, NE	LS Monthly PM
5/4/2023	GINGER WOODS LIFT STATION #3	5029 Valley, NE	LS Monthly PM
5/4/2023	LIFT STATION #1-VALLEY,NE SYST	5029 Valley, NE	LS Monthly PM
5/3/2023	VALLEY SHORES LIFT STATION 1	5029 Valley, NE	LS Monthly PM
5/3/2023	VALLEY SHORES LIFT STATION 2	5029 Valley, NE	LS Monthly PM
5/3/2023	VALLEY SHORES LIFT STATION 3	5029 Valley, NE	LS Monthly PM
5/3/2023	VALMONT LIFT STATION	5029 Valley, NE	LS Monthly PM
5/2/2023	AIR COMPRESSOR	6029 Valley, NE	Inspection
5/2/2023	PORTABLE GAS MONITOR	6029 Valley, NE	Calibrate Equipment
5/2/2023	FIRE EXTINGUISHERS	6029 Valley, NE	Inspection
5/2/2023	Chemical Feed Line	6029 Valley, NE	Service Equipment

Valley Cemetery Board
Valley City Hall
May 11th, 2023, 6:30pm

Meeting Minutes

Present: Dean Slader, Kurt Muhle, Betty Willmer, Everett Lerew, Krista Lewis

Meeting called to order at: 6:42pm

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

There were corrections about the spelling of Gerri's name in the minutes. Krista to correct.
Minutes, once corrected, approved by: Everett
Seconded by: Dean
All in favor, motion carried.

OLD BUSINESS:

Linda George Monument:
Dean will call Fremont Monument in the next few weeks to arrange. Placement of the facing of the monument was discussed
Dean will contact the George families to plan a time and date for the memorial service. Suggestions for music accompaniment and guests were discussed. To be followed-up on once a date has been established.
Kurt mentioned that the solar lights have not been paid. He will verify the ability to still purchase the same lights, and then contact the city to purchase.

Wreaths Across America:
Kurt researched requirements of WAA and mentioned financial requirements, volunteer needs, and need to follow set protocols. He suggested that we wait to apply until we have more of our requirements arranged and financial support lined up

NEW BUSINESS:

Krista asked for permission to seek out volunteers to assist with assembly of duplicate cemetery binders for the library. Everett will reach out to the school to see if high school still requires volunteering. If not, we will look into other possible volunteers

Everett made a motion for the next meeting to be **Thursday July 20th at 6:30pm**.
Everett made the motion to adjourn, Kurt seconded.

Meeting adjourned.

Meeting minutes recorded by board secretary Krista Lewis.

March 9, 2023 Valley Public Library Board of Trustees Minutes

Call to Order: President, Kyle Held, called the meeting to order at 6:30 p.m.

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

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

Approval of Agenda: Motion to approve by T. Samson seconded by M. Winters. Yeas: T. Samson, K. Held, M. Winters , J. Musson and T. Mejstrik. Nays: None. Motion carried 5-0. There were no consent agenda items which required approval.

Recognition of Visitors/Correspondence: None

Public Comment: None was given.

Approval of Prior Meetings Minutes: Motion to approve the January minutes was made by T. Mejstrik, seconded by M. Winters. Yeas: K. Held ,T. Samson, J. Musson, M. Winters and T. Mejstrik. Nays: none. Motion carried 5- 0.

Reports

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

B. Library Director: S. Stewart had emailed the Librarian's report; she then went over verbally and answered questions.
C. Friends of the LIbrary: None
D. Foundation: None

Old Business:

A. Friends Revitalization Committee - will meet Monday , March 13 at 11:00am.

New Business

A. Video/Image recording policy discussion.

After talking it over, it was decided that the current Patron Behavior Policy will suffice .

Comments and Announcements by Board Members:
Thanks were given to Teresa Mejstrik, for her six years of service to the board. Her term is up and she has decided not to renew. Notice will be posted that if anyone is interested in joining the board; they can inquire at the city offices or to Sami.

Meeting Adjournment was announced by President, K. Held at 7:04 p.m.

Next meeting will be May 11, 2023 at 6:30pm.

Respectfully submitted,

Theresa Samson, secretary

DAILY RECORDS May 2023

		This month	Last month	Last year
LIBRARY VISITS:				
	Adults	368	400	277
	Children	729	201	200
Computers	Adults	24	36	22
	Children	31	39	13
Fax/Copies		29	47	17

Reference transactions (indicate nature of question)
Locating Library Materials 46, Readers' Advisory 24, Account info and renewals 11, Technology Assistance 20, Local Info 7, General Info 178.

	Total	286	389	171
PROGRAM ATTENDANCE:				
	Adults	36	60	40

5/6 Knitting – 7; 5/13 Knitting – 6; 5/15 Book Club – 6; 5/18 Craft Night – 5;
5/20 Knitting – 5; 5/25 Board Meeting – 5; 5/27 Knitting – 7

	Teens	31	27	32

5/3 D&D – 5; 5/10 D&D – 8; 5/17 D&D – 8; 5/24 D&D – 5; 5/31 D&D – 5

	Children	546	57	47

Weekly Scavenger Hunts – 18; 5/2 DCW 1st Grade – 20; 5/2 Tween Tuesday – 9;
5/3 DCW 1st Grade – 17; 5/4 DCW 1st Grade – 20; 5/5 LEGO Club – 17;
5/9 Tween Tuesday – 9; 5/12 LEGO Club – 13; 5/16 Tween Tuesday – 8;
5/19 LEGO Club – 11; 5/31 Summer Kick-Off – 43

	Pre-K	25	14	0

5/1 DCW Pre-K – 11; 5/8 DCW Pre-K – 14;

	Total	282	158	105

New patrons (indicate Valley, other Douglas Co., non-DC)
Valley 20, other DC 10, Non DC 4

Total	34	10	2
Volunteers/hours	4/4	5/15	0/0

MATERIALS CHECKED OUT:

Adult	642	572	556
Children	1154	1073	739
Overdrive	259	240	187

5-16-23

To whom it may concern:

It is with much consideration, that as of June 20, 2023, I will be resigning from my position on the City of Valley tree board.

I do not feel that I am contributing to this group in a manner that benefits the City of Valley and the tree board.

I feel that there are other people that are more qualified for this position that will benefit the tree board and do more than I have.

Thank you for giving me the opportunity to serve on this board for the last couple of years.

Susan Johnson

Susan Johnson

402-718-0678

Board of Adjustments Meeting Minutes

Meeting Date: May 8th, 2023

Board Members present: Larry Bottger, Cal Peacock, Chris Ott

Board Members absent: Chris Poore, Mike Stratman, Steve Goldmapp

Cal called the meeting to order at 4:30pm.

Rune Van Den Boogart with the City of Valley, spoke regarding the variance request in which Nachreiner Properties, LLC is requesting in allowing heavy machinery to be allowed in C-3 zoning. Rune advised they currently own an existing lot adjacent to the property they are looking at purchasing. This request would allow them to extend their current footprint and be able to move equipment from one parcel to the other. The land being purchased has a purchase agreement already in place but Nachreiner Properties, LLC wants to make sure they won't have challenges in using the ground as they would like to prior to purchase. Rune advised this would go against the future land use map, but they already own the property next to this new property and the land purchase would just extend the property line. Rune also advised, if any of the new property would be next to residential properties, the owners would put up a screened fence.

Cal made a motion to approve the variance request to allow heavy construction/machinery in C-3 subject to the final plat (see attached) being the same. The motion was seconded by Larry with all members present voting to approve. No members present voted to deny.

Meeting was adjourned at 4:41pm with Larry Bottger making the motion and seconded by Chris Ott.

Chris Ott, Secretary

Christie Donnermeyer

From: Valley City Office
Sent: Tuesday, June 6, 2023 11:53 AM
To: Cindy Grove; Cheryl Eckerman; Tyler Cooper; Christie Donnermeyer
Subject: Council Agenda Request Lindsay Toussant Brown

Name: Lindsay Toussant Brown
Phone: 3303123119
Email Address: Lindsay@omahasports.org
Address: 16304 Saratoga St. Omaha NE 68116
Agenda Item Description: 2023 Cornhusker State Games - Triathlon Update
Requested Action: No Action required. The organization committee will just present an update on the event planning.
Does this require an expenditure of funds: No

View in List

Christie Donnermeyer

From: Cheryl Eckerman
Sent: Tuesday, June 6, 2023 8:26 AM
To: Christie Donnermeyer
Subject: FW: City Council Agenda Item Request

Thank you!

Cheryl K. Eckerman
City Clerk/Treasurer
City of Valley
402-359-2251 Ext. 309
This communication originates from the City of Valley and is protected under the Electronic Communication Privacy Act of 1986. Such communication may be confidential and/or privileged and is intended only for the party to whom addressed. It is prohibited for anyone else to disclose, copy, distribute or use the contents of this communication. If you have received this communication in error, please notify the sender immediately by e-mail or by telephone at (402) 359-2251.

-----Original Message-----
From: bounce@lists.fes.org <bounce@lists.fes.org>
Sent: Monday, June 5, 2023 10:02 AM
To: Cheryl Eckerman <ceckerman@valleyne.org>; Cindy Grove <mayor@valleyne.org>; Cheryl Eckerman <ceckerman@valleyne.org>; jmarshall@valleyne.org
Subject: City Council Agenda Item Request

EXTERNAL EMAIL

Date: 06/05/2023

CouncilMeetingDate: 06/12/2023

Name: Ginger Cove Common Area Company c/o Patty O'Connor

Phone: 402-850-5843

Email: pattyoc3596@gmail.com

StreetAddress: 83 Peppermill Point

MailingAddress: PO Box 596

City: Valley

State: NE

Zip: 68064

AgendaItemTitle: Request for July 3, 2023 street closure

FundsExpenditure: No

AgendaItemDescription: We will be requesting a July 3, 2023 street closure at the Ginger Cove entrance so we can have our hired security team screen guests who are arriving for our annual fireworks show.

RequestedAction: We will be requesting permission to close the street at the Ginger Cove entrance off of Highway 64 on July 3, 2023. We would also like to request a certificate or something in writing from the Valley City Council showing that we received permission to close the street.

submissionDate: 05-Jun-2023

Christie Donnermeyer

From: Valley City Office
Sent: Tuesday, June 6, 2023 6:20 AM
To: Cindy Grove; Cheryl Eckerman; Tyler Cooper; Christie Donnermeyer
Subject: Council Agenda Request Gregg Englert

Name: Gregg Englert
Phone: (402) 880-4684
Email Address: valleyshoreshoa@gmail.com
Address: 8126 N279th St Valley NE 68064
Agenda Item Description: Street Closures - 1 July 2023 281st Ave From N279th St to N280th St From 1000-1130 a.m. for children's parade N280th St and N281st Ave to Heron Circle from 8:30 to 11:00 p.m. for Fireworks Display
Requested Action: Provide barricades necessary to block off street to vehicle traffic..
Does this require an expenditure of funds: No

View in List

RESOLUTION NO. 2023-23

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 Ground Lease with Papio-Missouri River Natural Resources District (NRD) for leasing of the premises located on a larger parcel of land as part of the Western Douglas County Trail Project; and

WHEREAS, the proposed Ground Lease agreement with the NRD has been submitted; and

WHEREAS, the Valley City Council met in regular session on June 13, 2023 and reviewed said Ground Lease with the NRD for leasing of the premises.

NOW, THEREFORE, BE IT RESOLVED, that the Valley City Council authorizes Mayor Cindy Grove to execute the Ground Lease with the NRD behalf of the City of Valley, a copy which is marked as "Exhibit A" and attached hereto and made a part hereof by reference.

PASSED AND APPROVED this 13th day of June. 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

GROUND LEASE

THIS GROUND LEASE (this "Lease") is entered into as of June _____, 2023 by and between PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT ("Ground Lessor") and CITY OF VALLEY, NEBRASKA ("Ground Lessee").

WHEREAS, Ground Lessor is the current owner of legal title to the property depicted on **Exhibit A-1** attached hereto, and all access points and improvements thereon (collectively, the "Premises").

WHEREAS, the Premises is located on a larger parcel of land upon which the Ground Lessor acquired as part of the Western Douglas County Trail Project.

WHEREAS, Ground Lessor and Ground Lessee desire to make certain agreements relating to a lease of the Premises.

Article 1 -- Lease, Term and Rent

1.1 Lease. Ground Lessor hereby leases to Ground Lessee on the terms set forth herein the Premises. During the term of this Ground Lease, Ground Lessee shall have the right to perform the improvements set forth in **Exhibit A-2** and also have the non-exclusive right of access to and from the Premises identified on **Exhibit A-1** attached hereto.

1.2 Term. Except as otherwise provide herein, the term of this Lease shall commence on the Effective Date hereof and shall continue for a period of ninety-nine (99) years unless terminated earlier in accordance with the terms hereof.

1.3 Effective Date. This Lease shall be in full force and effect as of the date of execution hereof by the last of the parties hereto and shall continue until the earlier of the date (a) this Lease is terminated pursuant to the terms of this Lease or (b) the Term expires.

1.4 Rent. Ground Lessee shall pay to Ground Lessor as rent for the Term of this Lease the sum of $1.00 for each "Lease Year" of the Term (the "Annual Rent"). Annual Rent shall be paid to Ground Lessor on or before the first day of each Lease Year at Ground Lessor's address set forth herein, or at such other address as Ground Lessor may specify in a written notice. The term "Lease Year" shall mean the twelve-month period beginning on January 1 of each year and ending on the following December 31st.

Article 2 -- Use of Premises

2.1 Use. The Premises shall be used for the construction and operation of a paved surface vehicle parking lot and for no other use or purpose. The parking lot is intended for the use by users of the Western Douglas County Trail and for overflow parking for the users of the sports and activities fields across the street from said parking lot. Use of the Premises shall be in compliance with all applicable municipal, state and federal rules and regulations, ordinances, statutes and laws. Ground Lessor has the right to inspect the Premises at any time upon reasonable prior notice to Ground Lessee provided, however, that Ground Lessor shall not interfere with the Ground Lessee's construction and operation of the parking lot.

EXHIBIT
tabbies
"A"

2.2 Parking Lot Improvements. Ground Lessee shall perform the parking lot improvements described on **Exhibit A-2** in a good and workmanlike manner, lien-free, and in accordance with applicable ordinances, laws, rules and regulations.

2.3 Fencing. Ground Lessee may install a fence around the parking lot. Ground Lessee shall be solely responsible for fence maintenance and repairs to those portions of fence adjacent to the leased area.

2.4 Other Improvements. Ground Lessee shall not make or allow to be made any other alterations, additions, or improvements to the Premises, without first obtaining Ground Lessor's written consent, which may be withheld, delayed or conditioned in Ground Lessor's sole discretion.

Article 3- Signage

3.1 Signage. In consideration of the rights leased herein, the Ground Lessee shall erect and maintain signage which recognizes the Ground Lessor's financial contribution and supportive efforts to the Western Douglas County Trail Project. The content of the signage and the location of the signage on the Premises and along the Western Douglas County Trail Project shall be determined in the sole discretion of the Ground Lessor.

Article 4 -- Utilities

4.1 Utilities. During the term of this Lease, Ground Lessee shall pay or cause to be paid all charges for the furnishing of gas, electric, water, sewer, telephone services and other utilities to the Premises, if any, and for the removal of garbage and rubbish from the Premises.

Article 5 – Title /Liens

5.1 Ground Lessor's Title. Ground Lessor represents, warrants, covenants and agrees that Ground Lessor is the owner of fee simple title to the Premises and such is not subject to any other lease or use. Hereafter, Ground Lessor agrees that it will not enter into, amend, terminate or modify any easement, covenant, condition or restriction which will interfere with Ground Lessee's intended use.

5.2 Claims. At all times during the term of this Lease, Ground Lessee shall keep the Premises free and clear of all liens and claims for labor, services, materials, supplies or equipment performed on or furnished to the Premises or otherwise furnished by or through Ground Lessee. Notwithstanding anything to the contrary contained herein, Ground Lessee may at its option litigate the validity of any claim.

Article 6 – Repairs and Restoration; Ground Lessor Use

6.1 Maintenance by Ground Lessee. At all times during the Term of this Lease, Ground Lessee shall maintain the Premises (including mowing, landscaping, weed control, snow and ice removal and fence maintenance) in good condition and in compliance with all applicable laws,

rules and regulations. Ground Lessee shall repair any damages to the Premises caused by it, its contractors or invitees.

6.2 Option to Terminate Lease for Destruction. Notwithstanding anything contained herein, Ground Lessee shall have the option of (i) terminating this Lease by giving Ground Lessor written notice thereof within thirty (30) days of any material casualty to the Premises which prevents its use thereof by Ground Lessee for a period in excess of 30 days, or (ii) repairing and restoring the parking lot improvements to the condition they were in prior to the casualty event and continuing to operate the parking lot pursuant to the terms of this Ground Lease.

Article 7 – Indemnity and Insurance

7.1 Indemnity. Ground Lessee hereby agrees to indemnify and hold Ground Lessor harmless from all liability for any such loss, damage or injury to other persons and from all costs and expenses, including legal fees, arising from Ground Lessee's, or its employees, contractors, representatives or invitees use and occupancy of the Premises, except as occasioned by willful misconduct or negligence of Ground Lessor, its agents or employees.

7.2 Liability Insurance. Ground Lessee shall, at Ground Lessee's own cost and expense, secure promptly after execution of this Lease and maintain during the entire term of this Lease, liability and casualty insurance for the Premises naming Ground Lessor as an additional insured on a primary and non-contributory basis with respects to the general liability, auto liability and umbrella liability.

Article 8 -- Assignment and Subleasing

8.1 Prohibition. Ground Lessee may not sell, convey, assign, sublease, transfer or encumber, herein any of its interest in this Lease or Premises without the prior written consent of Ground Lessor.

Article 9 -- Termination

9.1 Expiration. Upon the expiration of the Term of this Lease or other termination of this Lease as provided herein or by operation of law, title to any improvements located on the Premises shall automatically, without action by the parties hereto, vest in Ground Lessor, its successors and assigns. At such time, Ground Lessee covenants and agrees that it will execute and deliver to Ground Lessor such evidence of title to said improvements as Ground Lessor may reasonably request. Notwithstanding the above, Ground Lessee retains the right to remove, subject to the rights of parties in possession, from the Premises, all improvements, trade fixtures and equipment located on the Premises and covenants and agrees to repair and restore any damages to the Premises occasioned by such removal.

9.2 Ground Lessee's Default. Should Ground Lessee default in the performance of any other covenant, condition or agreement contained in this Lease and the default is not cured within ninety (90) days after written notice thereof from Ground Lessor, or such longer period as may be reasonably required to effect a cure so long as Ground Lessee commences such cure with due diligence, then Ground Lessor may, at its option, cure such default (entering on the Premises

for such purposes if Ground Lessor shall so elect), and Ground Lessee shall repay to Ground Lessor on demand the entire expense thereof, and any act or thing done by Ground Lessor pursuant to the provisions of this Section shall not be or be construed as a waiver of any default by Ground Lessee, or as a waiver of any covenant, term or condition herein contained or of the performance thereof, or of any other right or remedy of Ground Lessor.

9.3 Ground Lessor's Default. If at any time Ground Lessor defaults in the performance of any of Ground Lessor's covenants and obligations herein contained and the default is not cured within ninety (90) days after written notice thereof or such longer period as may be required to effect a cure, unless Ground Lessor commences such cure within said ninety (90) days and proceeds to prosecute same with due diligence, Ground Lessee shall have the right but not the obligation, in addition to any other remedies under law or at equity, to cure such default, and Ground Lessor shall repay to Ground Lessee on demand the entire expense thereof, including compensation to the agents and employees of Ground Lessee, and any act or thing done by Ground Lessee pursuant to the provisions of this Section shall not be or be construed as a waiver of any default by Ground Lessor, or as a waiver of any covenant, term or condition herein contained or of the performance thereof, or of any other right or remedy of Ground Lessee.

Article 10 -- Miscellaneous

10.1 Notices. Any notices required or desired to be given hereunder shall be in writing and shall be given by depositing such notice in the United States mail, certified and return receipt requested, addressed to the party to whom such notice is given at the address set forth below or to such other address as such party may previously have specified in a notice to the party giving notice. Any such notice shall be deemed delivered (i) upon receipt thereof, or (ii) in the event receipt of such notice is refused, at the time of such refusal.

If intended for Ground Lessor:

Papio-Missouri River Natural Resources District
Attn: General Manager
8901 S. 154th Street
Omaha, NE 68138-3621

If intended for Ground Lessee:

City of Valley, Nebraska
Attn: City Clerk
203 N. Spruce Street
Valley, NE 68064

10.2 Governing Law. This Lease and all matters relating to this Lease shall be governed by the laws of the State of Nebraska in force at the time any need for interpretation of this Lease or any decision or holding concerning this Lease arises.

10.3 Partial Invalidity. Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions of this lease shall remain in full force and effect, unimpaired by the holding.

10.4 Nonwaiver. Failure of either party to exercise its rights under the terms of this Lease on any one occasion shall not be construed as a waiver of any requirement of this Lease or a waiver of such party's right to take advantage of any subsequent or continued breach by the other party of any covenant contained in the Lease. All remedies herein provided shall be in addition to and not in substitution for any remedies otherwise available to the parties.

10.5 Quiet Enjoyment. Ground Lessor covenants the following during the term of this Lease, as long as Ground Lessee performs its obligations under this Lease, Ground Lessee shall have quiet and exclusive possession of the Premises free from the claims of Ground Lessor or anyone lawfully claiming through Ground Lessor.

[signatures on next pages]

Signed by the Papio-Missouri River Natural Resources District this _____ day of _____, 2023.

PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT,
A Political Subdivision

By_____
JOHN WINKLER
GENERAL MANAGER

Signed by the City of Valley this _____ day of _____, 2023.

ATTEST:

CITY OF VALLEY, NEBRASKA

_____

City Clerk

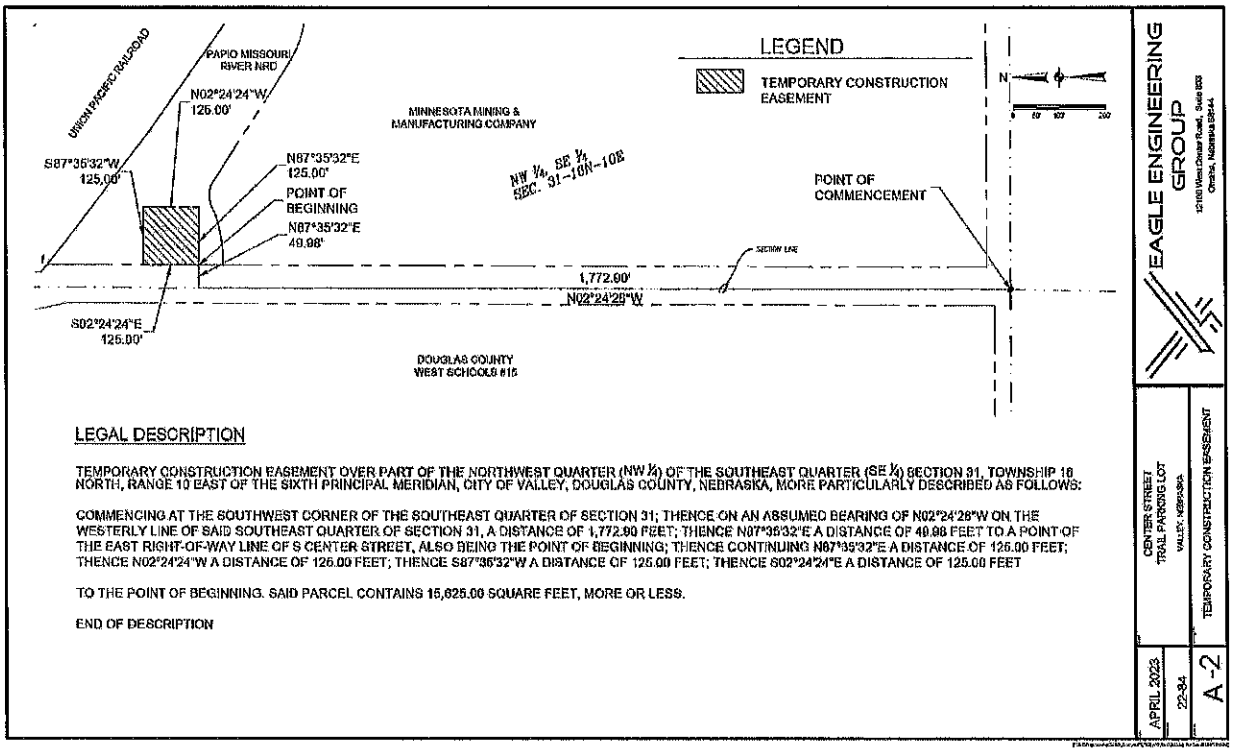
_____

CINDY GROVE
MAYOR

CITY SEAL

EXHIBIT A-1 TO GROUND LEASE

DEPICTION OF THE PREMISES



HB: 4877-0046-9345.4

EXHIBIT A-2 TO GROUND LEASE

1. Grading for construction of parking lot surface, sidewalk to trail, and culvert.
2. Installation of a 24″ culvert.
3. Preparation of area for construction of an approximately 80′ x 80′ concrete parking lot, including one approximately 20′wide access point from Center Street.
4. Construction of a 60′ x 60′ concrete parking lot, including one access point from Center Street, and sidewalk to trail.
5. Placement of wooden bollards on parking surface.
6. Planting trees around parking lot.
7. Landscaping and seeding or sod in Easement Area around parking lot.
8. Installation of signage.
9. Any other normal activities necessary to accomplish construction and/or installation of the items set forth above.

RESOLUTION NO. 2023-24

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 Laserfiche Cloud License Agreement with Bishop Business for providing scanning services and storage of documents in the Cloud; and

WHEREAS, the Laserfiche Cloud License Agreement with Bishop Business has been submitted; and

WHEREAS, the Valley City Council met in regular session on June 13, 2023 and reviewed said Laserfiche Cloud License Agreement with Bishop Business for scanning services and storage of documents in the Cloud.

NOW, THEREFORE, BE IT RESOLVED, that the Valley City Council authorizes Mayor Cindy Grove to execute the Laserfiche Cloud License and Software Quote with Bishop Business on behalf of the City of Valley, a copy which is marked as "Exhibit A" and attached hereto and made a part hereof by reference.

PASSED AND APPROVED this 13th day of June. 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

Laserfiche Cloud License

Customer Name	**City of Valley**
Address	**203 N Spruce Street**
City, State, Zip	**Valley, NE 68064**
Attention	**Cindy Grove**

Date: 6/7/2023

Contract Duration: **Renews Annually**

Product: ***Pricing:*** **$5,000 per year**

Laserfiche Cloud Site Municipality Licensing. (100) full users on Laserfiche Cloud =$5,000

Renewal: This agreement will commence on the effective date and shall continue for an initial minimum term of one (1) year. Thereafter, customer shall have the right to terminate this agreement without penalty on the anniversary date thereof by notifying BISHOP BUSINESS at least 45 days prior to anniversary date. Unless BISHOP BUSINESS chooses to terminate this agreement on the anniversary date, it shall automatically renew based upon the then present rate.

Hours of Coverage: 8:00am to 5:00pm CST Monday through Friday excluding Holidays.

What is included in basic Laserfiche Cloud License:

- Use of the software on a subscription basis.
- Laserfiche Technical Support: The first line of technical support is always BISHOP BUSINESS.
- Laserfiche Support Site Access *(see Additional Support Resources Available with Valid Cloud Subscription Agreement)*

Obtaining Service: A BISHOP BUSINESS representative is available to take your technical support calls in Omaha at 402-537-8000 or outside Omaha at 800-933-9583 during Hours of Coverage listed above. Most technical issues can be resolved by remote connection into client server. In most cases, there is no charge for this service. However, issues created by outside influence other than Laserfiche software are conditions that require us to charge an hourly rate of $185/per hour, billed in 15 minute increments. Bishop Business shall notify customer prior to billing additional charges. Below are some examples of issues requiring additional charges:

- Servicing issues that are an issue with customer network not caused by Laserfiche *(i.e. cannot connect to the repository because the end user's machine can't ping the server)*
- A new computer is installed and needs re-installation of Laserfiche products and/or scanning modules - Included in Unlimited Support
- Current computer crashed and needs to be re-configured with Laserfiche products and/or scanning modules - Included in Unlimited Support
- Damage to any systems due to virus or security attack
- Technical difficulties resulting from improper use of Laserfiche system - Included in Unlimited Support
- On-site technical difficulties that were not caused by Laserfiche and/or BISHOP BUSINESS
- A Laserfiche system malfunction that is a result of improper administration by personnel other than those provided by BISHOP BUSINESS
- Configuration and installation of scanning hardware or equipment not purchased from BISHOP BUSINESS
- Software implementation, i.e. writing workflows, Quick Field Sessions, integrating with 3rd party software *(unless otherwise determined as part of initial system installation).*
- Issues and delays originating from lack of hardware fingerprint information.

CUSTOMER ACCEPTANCE

Authorized Customer Signature Date

BBEC AUTHORIZED ACCEPTANCE

BBEC Authorized Signature Date

EXHIBIT "A"

It is recommended that BISHOP BUSINESS be consulted before any work on the system is performed that the customer personnel has not been adequately trained to perform. The above list is not "all-inclusive" but represents possible scenarios in which you would be charged for technical support. BISHOP BUSINESS will notify you of any possible charges before any billable work begins on a project.

Terms and Conditions

Grant of License:

- Cloud License allows Licensee to use Laserfiche Software on a subscription basis. If the License is a Cloud Subscription License, Licensee may use the Software covered by the Subscription during the term of the Cloud Subscription until the Cloud Subscription expires or is otherwise terminated. After the Cloud Subscription expires or is terminated, the Cloud Subscription Software will stop functioning entirely, and Licensee's rights to use the Subscription Software will terminate.
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Password and Login Information: BISHOP BUSINESS will issue to Customer an administrative login to access administrative tools and back end support ("Administrative Login"). Customer shall only provide Customer's employees who are authorized to administer BISHOP BUSINESS Services ("Authorized Administrators") with access to the Administrative Login. Customer and its Authorized Administrators are responsible for maintaining the confidentiality of the Administrative Login. Customer and BISHOP BUSINESS will comply with these requirements to help ensure that User Accounts will only be used by the person for whom it was created or other authorized personnel. Customer is responsible for generating and maintaining strong passwords and security with their users.

Customer Indemnification: Customer will defend, and/or settle, any third party claim or suit brought against BISHOP BUSINESS or its employees, agents, officers, directors, or contractors ("BISHOP BUSINESS Indemnified Parties") caused by the negligent actions or omissions or intentionally wrongful actions of Customer arising out of or related to: (I) the use or transmission of Customer Data, (ii) the loss, theft, or misuse of passwords and/or login information used to access the Administrative Login or User Accounts, or (iii) violation of Regulatory Requirements applicable to Customer's business operations, and Customer will pay all damages finally awarded by a court of competent jurisdiction or agreed to in settlement by Customer attributable to such claim, provided that in each case (a) Customer is notified in writing of such claim; (b) BISHOP BUSINESS provides information and assistance reasonably requested by Customer or Customer's designee and (c) Customer is given and assumes responsibility for sole control of defense and settlement of such third party claim; provided that (I) Customer shall not settle such claim without the consent of BISHOP BUSINESS which consent will not be unreasonably withheld and (ii) BISHOP BUSINESS or its designee may participate at its own cost in any

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Terms and Conditions Continued

Employee Non-solicitation: The Customer and BISHOP BUSINESS recognize that each other's employees are critical to its business and the Customer and BISHOP BUSINESS agree, for the term of this Agreement and for 12 months after its termination, (a) not to employ or make an offer of employment to any employee of the other party, and, (b) not to employ or make an offer of employment to any former employee of the other Customer or BISHOP BUSINESS unless that Customer and BISHOP BUSINESS' employer/employee relationship with such former employee has been terminated for at least 12 months, unless pre-approved and agreed to in writing by Customer and BISHOP BUSINESS. If Customer or BISHOP BUSINESS violates this provision they agree to pay the other, as liquidated damages and not as a penalty, the total compensation of the individual for the previous year including benefits and training provided.

Additional Support Resources Available Through Laserfiche with a Valid Cloud Account *(registration fees or charges may apply)*:

- Annual User Conferences: Laserfiche hosts a conference every year specifically for our users. The conference consists of in-depth classes and labs.
- Regional Training Workshops: Laserfiche user-education staff travels around the country to offer a variety of classes with hands-on, personalized instruction.
- Webinars: Skilled Laserfiche experts run online seminars on a variety of topics from introductory techniques to product configuration. These Webinars are opportunities for user interaction and serve as a place to get answers from Laserfiche staff.
- Online Forums: Forum users can ask questions and get answers from Laserfiche staff and other users. These forums often provide quick answers to user questions.
- Newsletters: Laserfiche e-mail newsletters feature real-world concerns and solutions along with practical advice from fellow users and Laserfiche technical staff.
- Online Resources: Laserfiche provides resources 24 hours a day.
- Conference Papers: Conference materials, PowerPoint presentations and white papers are available in the Education section of the Laserfiche Support Site. They are available for download to be put to use in your organization.
- Downloadable Videos: Laserfiche provides training videos in Flash format which users can watch to learn about Laserfiche products. Available in the Education section.
- Knowledge Base: Laserfiche Support Site Knowledge Base contains information on product features, changes, hotfixes and lots more. The Knowledge Base is updated daily with educational articles.
- Laserfiche User News Archives are available on the Laserfiche Website.

Unlimited Support Through Bishop Business Bishop Business with valid Laserfiche Cloud Licensing

- Departmental training sessions on general Laserfiche usage & best practices
- Priority level queue on all support cases
- User license configurations, installations, changes, and reallocations
- Unlimited technical support via the BBEC Laserfiche ticketing portal https://www.bbec.com/request-service-laserfiche/
- Break fix on Laserfiche Cloud workflows & business processes developed by BBEC engineers & support specialist
- Department wide pre-project consulting with BPM best practices in mind
- New user onboarding & general Laserfiche training

BISHOP BUSINESS
Your workplace, working better.

Laserfiche Software Quote

Date: 6/6/2023
Valid Until: 7/6/2023
Quote #: LF20031
Customer ID: NA

Customer: City Of Valley, Nebraska	Description
Valley	Laserfiche Cloud Software Licensing. Site municipality licensing to include: 100 full Laserfiche users with acess to the entire Laserfiche featureset (Forms, Process Automation Engine, Public Forms Portal for Submissions, Public Portal, Quickfields, Snapshot...etc)

Laserfiche Software Licenses

Units			Price per License	Total
1.0		Laserfiche Municipality Site Licensing Package (renewed on an annual basis)	$ 50.00	$ 5,000.00
1.0		Unlimited Support Through Bishop Business	NA	Included
1.0		Project Implementation - To include: Project planning, new Cloud system setup, end-user security setup, Automatic document filing for up to (10) documents types, end user training, and on-going support through Bishop Business	NA	$ 4,800.00
			Total Due Now	$ 9,800.00
			Ongoing	$ 5,000.00

** Sales Tax not included if applicable*

** Payment Terms: All software & Professional Services billed at time of initial software installation*

Customer Signature:

_____

Date:

_____

Thank you for your business!

4125 S. 94th Street · Omaha, NE 68127 · (402) 537-8000

RESOLUTION NO. 2023-25

WHEREAS, the Municipality desires to enter into the League Insurance Government Health Team Interlocal Agreement (the "Interlocal Agreement") attached hereto as Exhibit "A".

RESOLVED, that the Municipality approves and enters into the Interlocal Agreement and authorizes the Mayor of the Municipality to execute the Interlocal Agreement.

RESOLVED FURTHER, that the Municipality approves the attached League Insurance Government Health Team Membership Agreement (the "Membership Agreement") attached hereto as Exhibit "B" and authorizes the Mayor of the Municipality to execute the Membership Agreement.

RESOLVED FURTHER, that the Municipality authorizes and directs the Mayor of the Municipality to execute such documents and take such action as may be necessary and appropriate to effectuate the Municipality's membership in LIGHT and to obtain coverage for Municipal employees through the LIGHT Member Health Plan.

NOW, THEREFORE, BE IT RESOLVED, that the Valley City Council authorizes Mayor Cindy Grove to execute the Interlocal Agreement and Membership Agreement with LIGHT on behalf of the City of Valley, a copy which is marked as "Exhibits A and B" respectively and attached hereto and made a part hereof by reference.

PASSED AND APPROVED this 13th day of June 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

LEAGUE INSURANCE GOVERNMENT HEALTH TEAM
INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is made and entered into by and among the undersigned municipalities of the State of Nebraska (each a "Member") for formation of, and participation in, the League Insurance Government Health Team ("LIGHT") and the LIGHT Member Health Plan (the "Plan"). Membership in the League Insurance Government Health Team shall make health insurance coverage available for the Members' eligible employees and dependents who participate in the Plan. This Agreement is based upon certain understandings and in furtherance of certain purposes, as follows:

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 et seq., ("ICA") permits two or more public agencies to make and execute an agreement providing for joint and cooperative actions;

WHEREAS, if applicable, the Intergovernmental Risk Management Act, Neb. Rev. Stat. §§ 44-4301 et seq. ("IRMA") permits two or more public agencies to make and execute an agreement providing joint and cooperative action to form, become members of, and operate a risk management pool for the purpose of providing to members risk management services and insurance coverages in the form of group self-insurance or standard insurance, including any combination of group self-insurance and standard insurance, to provide health, dental, accident, and life insurance member's employees and officers;

WHEREAS, the Members have determined the need to join together to provide for group health insurance for the Members' employees and their dependents;

WHEREAS, the Members have determined it is in the best interests of the Members' employees to establish a group health plan in order to provide affordable health insurance to Members' employees and their dependents; and

WHEREAS, the Members desire to make and to execute an agreement providing for joint and cooperative action for the purpose of providing health insurance coverage for Members' employees and their dependents.

NOW THEREFORE, in consideration of the foregoing and the respective mutual promises contained herein, the undersigned parties agree as follows:

1. Definitions.

1.1. "**Administrator**" shall mean an individual, partnership, corporation, or unincorporated association engaged by the League Insurance Government Health Team for the purposes of carrying out the policies established by the League Insurance Government Health Team Board and to provide day-to-day management of the League Insurance Government Health Team. The League of Nebraska Municipalities shall be the Administrator of the Plan.

1.2. "**Board**" shall mean the Board of Directors of the League Insurance Government Health Team.

1.3. "**Bylaws**" shall mean the bylaws established and approved under this agreement governing the operation of the League Insurance Government Health Team.

EXHIBIT "A"

1.4. **"Dental insurance"** shall mean a contractual arrangement to provide specified dental services, in consideration of a specified payment for an interval of time, regardless of whether the payment is made by the beneficiaries individually or by a third person for them, in such a manner that the total cost of such services is to be spread directly or indirectly among a group of persons.

1.5. **"Director"** shall mean the State of Nebraska Director of Insurance.

1.6. **"Health insurance"** shall mean any hospital, surgical, or medical expense-incurred policy or health maintenance organization contract. Health insurance does not include (a) accident-only, disability income, hospital confinement indemnity, dental, or credit insurance, (b) coverage issued as a supplement to liability insurance, (c) Medicare or insurance provided as a supplement to Medicare, (d) insurance arising from workers' compensation provisions, (e) automobile medical payment insurance, (f) any other specific limited coverage, or (g) insurance under which benefits are payable with or without regard to fault and which is statutorily required to be contained in any liability insurance policy.

1.7. **"League"** shall mean the League of Nebraska Municipalities.

1.8. **"League Insurance Government Health Team"** or **"LIGHT"** shall mean the entity established and operated under this Agreement.

1.9. **"Member"** shall mean a Municipality (a) whose application for membership in the League Insurance Government Health Team has been approved by the League, and (b) that has lawfully entered into this Agreement and into the League Insurance Government Health Team membership agreement.

1.10. **"Municipality"** shall mean any city or village in the State of Nebraska that is a dues-paying member in good standing with the League.

1.11. **"Public agency"** shall mean any county, city, village, school district, public power district, rural fire district, or other political subdivision of the State of Nebraska, the State of Nebraska, the University of Nebraska, and any corporation whose primary function is to act as an instrumentality or agency of the State of Nebraska.

1.12. **"Risk management pool"** shall mean an association formed by two or more public agencies by an agreement, pursuant to IRMA if applicable, providing for joint and cooperative action in the use of their financial or administrative resources in order to accomplish any of the public and governmental purposes authorized by state or federal law.

1.13. **"Standard insurance"** shall mean any policy of insurance issued by a company licensed to transact insurance business in the State of Nebraska for any policy of insurance issued in accordance with the requirements for a lawful surplus lines insurance transaction.

2. Establishment of LIGHT. All Members who execute this Agreement hereby, pursuant to the applicable provisions of ICA, jointly and cooperatively establish the League Insurance Government Health Team as a separate entity, with all the rights, powers and privileges vested in and conferred such entity as set out in this Agreement and under the laws of the State of Nebraska. The League Insurance Government Health Team will provide health insurance coverage for its membership's employees and their dependents in the form of standard insurance. The membership of the League Insurance

Government Health Team consists of those Municipalities which have entered into this Agreement. The League Insurance Government Health Team shall have perpetual duration unless or until terminated or dissolved pursuant to the terms of this Agreement or its Bylaws, or in accordance with IRMA (as applicable) or ICA, or as otherwise required by law.

3. Purpose and Duration. The purpose of this Agreement is to establish and to operate a group health insurance plan through a standard insurance policy for the benefit of Members' employees and their dependents. This Agreement shall be for an unlimited duration until formally terminated as provided herein.

4. Powers. In order to carry out this purpose, the League Insurance Government Health Team shall exercise and enjoy all the powers, privileges and authority exercised or capable of exercise by a joint entity under ICA, constituting a separate public body politic under the laws of the State of Nebraska, exercising public powers and acting on behalf of the public agencies which are parties to this Agreement as set out by law.

If applicable, the League Insurance Government Health Team shall exercise and enjoy all the powers, privileges and authority exercised or capable of exercise by a pool created pursuant to IRMA, including, but not limited to, the power to issue bonds or other obligations on behalf of public agencies or to otherwise assist in the issuance by such public agencies of such obligations; provided, however, that nothing herein shall prevent any of the parties hereto from separately exercising any such powers, privileges or authority. The League Insurance Government Health Team shall specifically have the power to sue and be sued, make contracts and other instruments necessary or convenient to the exercise of its powers, hold and dispose of real and personal property, borrow money, contract debt, and pledge any assets in the name of the League Insurance Government Health Team.

5. Financial Plan. The League Insurance Government Health Team shall sponsor a fully-insured group health insurance plan through a standard insurance policy that provides coverage to Members' employees and the employees' dependents. The Board, on behalf of the League Insurance Government Health Team and its constituent Members, shall enter into a contract, or renew an existing contract, with a company licensed to transact insurance business in the State of Nebraska on an annual basis for health insurance. Each Member will be required to complete a subgroup application in order to participate in a League Insurance Government Health Team-sponsored plan. Each Member shall make payment of premiums and any fees for Plan coverage and/or any other fees approved by the Board to fund the operation of the League Insurance Government Health Team, pursuant to the terms and conditions of the (a) LIGHT membership agreement and (b) subgroup application, master group application, and/or master group contract or other relevant documentation required by the insurance company providing the policy for health insurance coverage for the Plan. The League Insurance Government Health Team shall ensure that the Plan receives documentation from the insurance company setting forth the types of coverage to be offered and applicable deductible levels. The Board will review annually the necessity of maintaining cash reserves, additional standard insurance, or excess insurance, taking into account the fully-insured nature of League Insurance Government Health Team-sponsored plan.

6. Plan of Management.

6.1. Board of Directors. The governing authority of the League Insurance Government Health Team shall be a Board of Directors consisting of a minimum of five and maximum of fifteen elected or appointed officials of Members. In addition, the Board shall include the Executive Director of the League as an ex-officio, non-voting member. The initial Board of Directors shall be composed of an elected or

appointed official from five municipalities which executed the Interlocal Agreement prior to July 1, 2022, each of whom shall be approved as a Director by the respective governing body of the participating Member. The number and tenure of directors of the Board shall be as provided in the Bylaws; provided that, in no event shall the number of directors of the Board be less than the requisite number of directors needed to transact the business of the League Insurance Government Health Team.

6.2. Board of Directors Duties.

(a) The Board shall be responsible for entering into negotiations and negotiating with one or more insurance companies for the provision of health insurance coverage on behalf of the Members. The Board shall be responsible for entering into one or more agreements with insurance companies for the provision of health coverage.

(b) The Board shall be responsible for managing the property, business, and affairs of any League Insurance Government Health Team-sponsored plans, including the establishment and maintenance of a budget.

(c) The Board shall take all necessary precautions to safeguard the assets of the League Insurance Government Health Team and exercise fiduciary duties concerning those assets and the overall operations of the League Insurance Government Health Team.

(d) The Board shall make and enter into any and all contracts, leases, and agreements necessary or desirable for the administration and management services to carry out any of the powers granted or duties imposed under this Agreement or any applicable law or regulation.

(e) The Board shall establish the duties and responsibilities of the Administrator and any delegation of its duties to the Administrator.

(f) The Board shall select and contract, either directly or indirectly, with service providers, including but not limited to insurance brokerage firm(s), accounting firm(s), legal counsel, consultants, and other qualified service providers or advisors as deemed necessary by the Board to carry out the intent and purposes of the League Insurance Government Health Team.

(g) The Board may adopt bylaws pertaining to the exercise of its purpose and powers (the "Bylaws"). The Board may, from time to time, revise the Bylaws. The Board may also from time to time adopt policies, rules and procedures for the administration and operation of the League Insurance Government Health Team, by majority vote of the Board, so long as such policies, rules, and procedures are not inconsistent with this Agreement or the Bylaws. No provisions of the Bylaws, policies, rules or procedures shall be inconsistent with this Agreement, the ICA, or, if applicable, IRMA.

(h) The Board may exercise such other powers as are necessary for the proper operation of the League Insurance Government Health Team to carry out the terms of this Agreement and to comply with ICA, IRMA (if applicable), rules and regulations adopted under either ICA or IRMA (if applicable), and any other applicable State or Federal laws, rules or regulations, and the League Insurance Government Health Team Bylaws.

6.3. Membership Procedures.

(a) Application. A Municipality may apply to become a Member of the League

Insurance Government Health Team by completing and submitting a League Insurance Government Health Team membership agreement. The applicant must also provide all information required by the insurance company providing the policy for health insurance coverage at the time of application, including any required subgroup application. If the applicant (i) meets the eligibility requirements as set out in the League Insurance Government Health Team membership agreement, (ii) enters into this Agreement and the League Insurance Government Health Team membership agreement by resolution passed by its governing body, and (iii) provides all documentation and forms to the insurance company providing the policy for health insurance coverage at the time of application, the applicant will become a Member upon the League's approval of the Municipality's eligibility as set out in the League Insurance Government Health Team membership agreement and upon the execution of this Agreement by the Board.

(b) Voluntary Termination. A Member may voluntarily terminate its participation in the League Insurance Government Health Team by written notice of termination given to the League Insurance Government Health Team prior to the desired termination date and in compliance with the timeframe stipulated by the insurance company providing the policy for health insurance coverage at the time of termination. Members seeking to voluntarily terminate participation shall comply with all notice requirements contained in IRMA, if applicable.

(c) Involuntary Termination. A Member may be involuntarily terminated as a Member of the League Insurance Government Health Team if, after due notice and hearing, the Board (or relevant regulatory authority) determines that: (i) the Member has failed to pay any contribution or assessment to the League Insurance Government Health Team; (ii) the Member has failed to discharge any other obligation it owes to the League Insurance Government Health Team; or (iii) the Member has failed to comply with the laws of the state, rules of the Department of Insurance, or bylaws of the League Insurance Government Health Team.

(d) Effect of Termination. A former Member shall remain liable for any costs and obligations incurred by the League Insurance Government Health Team while the Municipality was a Member, and for any contractual obligation the Municipality has entered into with the League Insurance Government Health Team on or before the date of termination. A former Member who has terminated participation in the League Insurance Government Health Team, or whose participation is involuntarily terminated pursuant to this Section 6.3, may apply for participation in the League Insurance Government Health Team after the lapse of 24 months following the date of cancellation.

6.4. Funds and Reserves by Exposure Area. The Board shall review appropriate actuarial analyses to identify appropriate funds and reserves by exposure area, as applicable. Each Member must make payment of its premiums and any fees for the League Insurance Government Health Team-sponsored coverage pursuant to the terms and conditions of the (a) LIGHT membership agreement, and (b) subgroup application, master group application, master group contract, or other relevant documentation required by the insurance company providing the policy for health insurance coverage for the Plan.

6.5. Claim Payment. All claims shall be paid pursuant to the standard insurance policy issued by a company licensed to transact insurance business in the State of Nebraska for health insurance and in accordance with any master group application, master group contract, and/or other relevant documentation issued by the insurance company providing the policy for health insurance coverage for the Plan and entered into by the League Insurance Government Health Team for the benefit of its membership.

6.6. No Private Benefit. No part of the net earnings or assets of the League Insurance Government Health Team shall inure to the benefit of any private person.

6.7. Distribution of Surplus at Dissolution. At the dissolution of the League Insurance Government Health Team's existence, any surplus funds over and above those necessary to pay or reserve against the expenses and liabilities of the League Insurance Government Health Team shall vest in and be distributed among the Members. Such distribution shall be allocated among Members in proportion to the contributions made by each Member.

6.8. Loss Control Program. To the extent applicable and necessary, the Board shall approve a system or program of controlling Member losses.

7. Dissolution. The League Insurance Government Health Team shall only be dissolved at such time as (a) the Board determines that the number of Members is too small to continue to provide coverage, (b) the Board is unable to secure a policy of insurance on behalf of the Members, or (c) in the event the League's Executive Board withdraws its support. The Board shall be responsible for all actions necessary to dissolve the League Insurance Government Health Team, in compliance with and as required by law. Upon the occurrence of an event of dissolution, to the extent required by law, the Board shall place the matter before the Members for a vote.

8. Banking Relationships. The League Insurance Government Health Team shall establish bank accounts necessary to carry out the terms and meet the operational needs of this Agreement. Controls shall be established, and funds shall be invested so that the League Insurance Government Health Team is managed in a conservative and prudent manner.

9. Member Examinations and Audits. The League Insurance Government Health Team may examine and audit a Member's records at any time during the period this Agreement is in effect, and during any extensions hereof, and within three years after such Member is no longer a Member of the League Insurance Government Health Team, insofar as the records may relate to the subject matter of this Agreement.

10. Place of Business. The principal place of business for the League Insurance Government Health Team shall be 1335 L Street, Lincoln, Nebraska 68508 or at such other place as determined by the Administrator. Notice provided via United States Postal Service by a member to the League Insurance Government Health Team at this address shall be considered proper notice to the League Insurance Government Health Team and all participating members of the League Insurance Government Health Team. The Administrator may employ necessary staff for the positions authorized by the Board; the Administrator also may purchase, lease, or rent real or personal property with the approval of the Board in order to carry out the business and purpose of the League Insurance Government Health Team.

11. Conformity with Law. In the event any term or provision of this Agreement is in conflict with the laws and statutes of the State of Nebraska as they now exist or are hereafter amended, this Agreement shall be automatically deemed amended to conform to such laws and statutes.

12. Fiscal Year. For the initial year in which the League Insurance Government Health Team is formed, the fiscal year shall begin on July 1, 2022, and end on September 30, 2022. Thereafter, the League Insurance Government Health Team's fiscal year shall begin on October 1 of each year and end on September 30 of the following year, unless determined otherwise by the Board.

13. Liability. No Member in the League Insurance Government Health Team shall, by reason of this Agreement, have any liability for claims brought by third parties against any other Member. The liability for any claim against a Member shall remain the sole and exclusive liability of the Member.

14. Termination of the Agreement. This Agreement shall terminate upon the occurrence of all of the following events: (a) the League Insurance Government Health Team has dissolved pursuant to Section 7; (b) all amounts owed by the Members have been paid in full; and (c) all amounts owed for claims and other expenses have been paid in full.

15. Execution in Counterpart. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

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

MEMBER MUNICIPALITY

Signature:_____
Cindy Grove
Title: Mayor

Name of Municipality: City of Valley, Nebraska

Date: June 13, 2023

LEAGUE INSURANCE GOVERNMENT HEALTH TEAM

Signature: _____
Chairperson, League Insurance Government Health Team

Date: _____

LEAGUE INSURANCE GOVERNMENT HEALTH TEAM
MEMBERSHIP AGREEMENT (FY 2023-24)

This Agreement is entered into by and between the League Insurance Government Health Team ("LIGHT") and the City of Valley, Nebraska (the "Member"), a Nebraska employer, for participation in LIGHT and the LIGHT Member Health Plan (the "Plan"), for coverage effective July 1, 2023, or other date as applicable. Membership in LIGHT shall make health insurance coverage available for the Member's eligible employees and dependents who participate under the Plan. In consideration of mutual promises, the undersigned parties agree as follows:

Section 1. Membership. The undersigned employer hereby agrees to become a member of LIGHT (a "Member") upon and subject to the terms and conditions of the League Insurance Government Health Team Interlocal Agreement (the "Interlocal Agreement"), Bylaws of LIGHT, and this Agreement for and during the term of this Agreement.

In order to qualify for membership, the undersigned employer represents that it meets all of the following qualifications:

(i) Is a city or village in the State of Nebraska;

(ii) Constitutes an employer as defined under ERISA § 3(5);

(iii) Employs in the State of Nebraska at least one common law employee;

(iv) Is a dues-paying member in good standing with the League of Nebraska Municipalities; and

(v) Elects to participate in the Plan and executes a Plan subgroup application, which is incorporated by this reference.

Section 2. Agreement with Respect to Formation and Existence of LIGHT. The Member acknowledges and agrees that LIGHT is an entity that has been formed by constituent members, and as such, is and shall have such powers as are set forth in its Interlocal Agreement and Bylaws.

Section 3. Member Obligations. For and during the Term of this Agreement, the Member agrees as follows:

(i) To maintain its status as a qualified Member under the provisions of Section 1 of this Agreement and to notify the LIGHT Board of Directors as soon as the Member has knowledge that it no longer meets the qualifications under Section 1 of this Agreement;

(ii) To comply with the Interlocal Agreement and Bylaws of LIGHT as the same now exist or may from time to time hereinafter be amended;

(iii) To maintain a membership in good standing with the League of Nebraska Municipalities;

(iv) To comply with all administrative requirements and procedures of the Plan, including, but not limited to, continuation coverage under state or federal law;

(v) To notify the insurer timely and accurately within thirty (30) days of any change to the name; address; eligibility for coverage, including, but not limited to, any changes to the eligibility of a Member's employee who fails to satisfy the "actively-at-work" requirement or minimum weekly working hours

EXHIBIT
"B"

requirement;[1] or other change to enrollment of the Member, the Member's employee, or the Member's employee's dependent;

(vi) To provide any and all data, documents, and information, including enrollment and eligibility information, which LIGHT, its agents, or its consultants may from time to time require in order for LIGHT to administer the Plan;

(vii) To cooperate with LIGHT in all matters related to LIGHT's administration of the Plan including, but not limited to, cooperating with any and all Plan audits by LIGHT or the insurer, and completing any and all certifications received by the Member from LIGHT or the insurer for the purpose of verifying a Member's eligibility, a Member's employee's eligibility, or a Member's employee's dependent's eligibility to participate in the Plan;

(viii) To comply with the terms and conditions of the Plan as the same may from time to time be amended and modified;

(ix) To make payment of premiums and any fees for Plan coverage or operational expenses pursuant to the terms and conditions determined by the insurer for the Plan;

(x) To make payment of any fees approved by the Board to fund the operation of LIGHT;

(xi) To distribute Plan documentation in the manner specified by law, LIGHT, and/or the insurer, as applicable, to Member's employees and dependents. The Member agrees to indemnify LIGHT, the Plan, the insurer and their employees, agents, directors, officers and assigns (collectively, the "Indemnitees") and to hold each of them harmless from any and all liabilities, claims, penalties, tax assessments or other obligations which may arise, directly or indirectly, from the Member's failure to comply with its obligations as set forth in this Section 3(xi);

(xii) To annually sign a subgroup application furnished by the Plan verifying compliance with Plan requirements;

(xiii) To authorize LIGHT to act as the Plan Sponsor for the Plan; and

(xiv) To authorize the League of Nebraska Municipalities to act as the Plan Administrator for the Plan.

Section 4. Services Provided by LIGHT. For and during the Term of this Agreement, LIGHT, acting as the agent for and on behalf of its Members, hereby agrees as follows:

(i) To enter into negotiations with one or more insurance companies for the provision of health, dental, or other insurance coverage;

(ii) To enter into one or more agreements with an insurer for the provision of health, dental, or other insurance coverage and to provide the Member with a copy of each said agreement and all amendments thereto as soon as is reasonably possible following their complete execution; and

(iii) To manage the property, business, and affairs of the Plan, including the administration of the Plan.

---

[1] The "actively at work" requirement shall be met under the following three circumstances: (1) the employee is actively performing the customary duties, responsibilities, and obligations of the role which the employee is employed to perform; (2) the employee is on leave under the Family and Medical Leave Act (FMLA), whether paid or unpaid; and/or (3) the employee is on an approved paid leave. The minimum weekly working hours requirement is waived for all periods in which the employee is on FMLA leave, but shall apply in all other circumstances, including periods of approved paid leave. Where an employee is on approved paid leave, to meet the minimum weekly working hours requirement, the employee must have available and use paid leave equal to or in excess of such requirement.

Section 5. Term and Termination

Section 5.1 Term. Subject to any Renewal Term(s) and unless sooner terminated as provided below, this Agreement shall be for a term commencing on July 1, 2023, or other date as applicable, and continuing thereafter until June 30, 2024 (the "Initial Term"). This Agreement shall renew automatically for subsequent one year terms (the "Renewal Term(s)") unless and until (i) a new Agreement is required by LIGHT, (ii) this Agreement is terminated as provided herein, or (iii) notice of non-renewal is provided in accordance with Section 5.2 of this Agreement. The Initial Term and any Renewal Term(s) shall be referred to collectively herein as the "Term" or the "Terms."

Section 5.2 Notice of Non-Renewal. Notwithstanding anything herein to the contrary, the Member may preclude the automatic renewal described in Section 5.1 of this Agreement by providing written notice to LIGHT at least thirty (30) days prior to the commencement of the Renewal Term.

Section 5.3 Termination. This Agreement may be terminated during its Term as follows:

(i) Voluntary Termination. At any time by mutual written consent of each of the parties, and in compliance with any timeframe stipulated by the insurance company providing the policy for health insurance coverage at the time of termination.

(ii) Involuntary Termination. After due notice and hearing, at any time upon the affirmative vote of a majority of LIGHT's Board of Directors in the event the Member fails to pay any contribution or assessment to LIGHT, fails to meet the qualifications of Section 1 of this Agreement, fails to comply with the Member obligations of Section 3 of this Agreement, or fails to comply with the laws of the state, rules of the Nebraska Department of Insurance, or Bylaws or Interlocal Agreement of LIGHT.

Section 5.4 Effect of Termination or Expiration on Plan Participation. Participation in the Plan will cease on the date this Agreement terminates or expires. The Member shall remain liable for any costs and obligations incurred by LIGHT while a Member, and for any contractual obligation the Member has entered into with LIGHT on or before the date of termination.

Section 6. Indemnification. The Member hereby agrees to indemnify and hold LIGHT and its officers, directors, employees, agents, and representatives harmless from any and all liabilities, losses, damages, penalties, fines, costs, or expenses (including without limitation court costs and reasonable attorneys' fees) to the extent the same are incurred in connection with any demand, suit, audit, investigation, or other proceeding and arise out of or relate in whole or in part to: (i) any act or omission of the Member or any of its board members, officers, employees, agents, or representatives which occurs in the course of the Member's performance of this Agreement; or (ii) failure by the Member to observe or perform any obligation, undertaking, or agreement required to be observed or performed by the Member pursuant hereto. The Member hereby further agrees to indemnify and hold the Plan, LIGHT, and LIGHT's officers, directors, employees, agents, and representatives harmless from any and all liabilities, losses, damages, penalties, fines, costs, or expenses (including without limitation court costs and reasonable attorneys' fees) to the extent the same are incurred in connection with any demand, suit, audit, investigation, or other proceeding and arise out of or relate in whole or in part to or that occur as a result of the Member's failure to comply with applicable law with respect to the Plan.

Section 7. Budgeting and Finance. In the event there are member fees, the Board of Directors of LIGHT will establish a budget covering the operations of LIGHT each year, on an annual basis. LIGHT intends to obtain the funding for its budget through member fees. The Member acknowledges and agrees that LIGHT may collect such fees to cover its operational expenses in the amount, at the time, and in the manner determined by LIGHT's Board of Directors. To facilitate planning, the estimated amount of funds required annually from each Member will be set by the Board and reflected on Exhibit "A" attached hereto and incorporated by this reference. To the extent the costs and expenses of operating LIGHT are not otherwise paid or provided by these sources,

said costs and expenses will be financed by the Members and, unless otherwise agreed in writing, will be prorated based on the ratio of the Member's number of participating employees receiving coverage under the Plan for the immediately preceding calendar year to the aggregate number of total participating employees receiving coverage under the Plan for such year.

Section 8. Amendment. This Agreement may be modified only by a written amendment duly executed by both the Member and LIGHT. No alteration or variation of the terms and conditions of the Agreement shall be valid or binding unless made in writing and signed by both the Member and LIGHT. Every amendment shall specify the date on which its provisions shall be effective.

Section 9. Assignment. Neither the Member nor LIGHT may assign or transfer any of its or their interest, rights, or duties under this Agreement to any person, firm, or entity without prior written consent of the other party to this Agreement, which consent may be granted or withheld by the other party in its sole discretion. In the absence of such written consent, any such assignment or attempted assignment shall be invalid and shall constitute a breach of this Agreement.

Section 10. Governing Law. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Nebraska.

Section 11. Entire Agreement. This written Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and any prior or contemporaneous representations, promises, or statements by the parties that are not expressly incorporated herein or therein shall not serve to vary, contradict, augment, modify, or supplement the terms set forth in this Agreement.

Section 12. Survival. All rights, remedies, obligations, and all covenants and agreements set forth in this Agreement which by their terms require or contemplate performance which is to extend or occur after the expiration or termination of the Agreement shall survive the termination or expiration of the Agreement and shall remain in effect and be enforceable as between the parties hereto in accordance with the terms.

Section 13. Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall constitute an original, and all shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have signed this Agreement fully intending the same to be binding upon themselves and their respective trustees, receivers, successors and permitted assigns.

Employer Member		**League Insurance Government Health Team**	
City of Valley, Nebraska Name of Employer			
By: _____ Signature		By: _____ Signature	
Cindy Grove, Mayor Print Name and Title	June 13, 2023 Date	_____ Print Name and Title	_____ Date

EXHIBIT "A"
Member Fees

Pursuant to Section 7 of this Agreement, Member fees for the Plan Year beginning July 1, 2023, will be zero dollar ($0.00) per month for each employee covered under the Plan. LIGHT will notify the Members of the amount of the Member fees determined by the Board prior to each subsequent Plan Year.

ORDINANCE NO. 791

AN ORDINANCE VACATING A PORTION OF THE EXISTING RIGHT OF WAY OF COTTONWOOD DRIVE LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) IN SECTION 06, TOWNSHIP 14 NORTH, RANGE 10 EAST OF THE 6TH P.M., CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA; AND RESERVING TO THE CITY OF VALLEY, ANY PUBLIC UTILITIES AND ANY CABLE TELEVISION SYSTEMS ANY AND ALL EXISTING EASEMENTS AND EXISTING RIGHTS AS PROVIDED BY NEBRASKA REVISED STATUTE §17-558(5)(a) AND (b); PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH.

WHEREAS, the Council deems the proposed vacation to be in the best interests of the City of Valley, Nebraska; and

WHEREAS, the City of Valley, any public utilities and any cable television systems shall retain any and all existing easements and existing rights, including but not limited to the right to maintain, operate, repair and renew public utilities existing at such time of the passage of this Ordinance.

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

Section 1. The portion of the existing right of way of Cottonwood Drive legally described and depicted on Exhibit "A" attached hereto and incorporated herein by this reference is hereby vacated, and, subject to the reservations in Sections 3 and 4 of this Ordinance, title to such property within said vacated right-of-way shall vest in the owners of the abutting real estate, one-half on each side thereof, in proportion to the respective ownership of such abutting real estate.

Section 2. Such vacation is expedient for the public good and in the best interest of the municipality.

Section 3. As part of such vacation, there is reserved to the City of Valley the right to maintain, operate, repair, reconstruct, and renew public utilities existing within the area legally described on depicted on Exhibit "A" at the time title to the property is vacated there.

Section 4. As part of such vacation, there is reserved to the City of Valley, any public utilities, and any cable television systems existing within the area legally described on depicted on Exhibit "A" the right to maintain, repair, reconstruct, renew, and operate water mains, gas mains, pole lines, conduits, electrical transmission lines, sound and signal transmission lines and other similar services and equipment and appurtenances, whether above or below ground, including lateral connections or branch lines above, on, or below the surface of the ground that are existing as valid easements at the time title to the property is vacated for the purposes of

serving the general public or the abutting properties, and to enter upon the premises to accomplish such purposes at any and all reasonable times.

Section 5. Notice has previously been given to all abutting property owners by first class mail to their last known address advising the abutting property owners that the City Council would consider vacating such right-of-way at its June 13, 2023, meeting.

Section 6. Procedure for ascertaining special damages to abutting property owners shall be as set out in Sections 5-210, 5-219 and 5-220 of the Valley Municipal Code, unless valid consents/waivers are executed by said abutting property owners.

Section 7. All abutting property owners have consented to the vacation of the existing right-of-way and have waived their rights to special damages.

Section 8. This Ordinance shall take effect and be in force after its passage and approval, according to the conditions set forth herein and as provided by law.

Section 9. 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 10. All ordinances, sections, or parts thereof in conflict herewith are hereby repealed.

PASSED AND APPROVED THIS 13th DAY OF JUNE 2023

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

_____

Cindy Grove, Mayor

ATTEST:

_____

Cheryl Eckerman, City Clerk

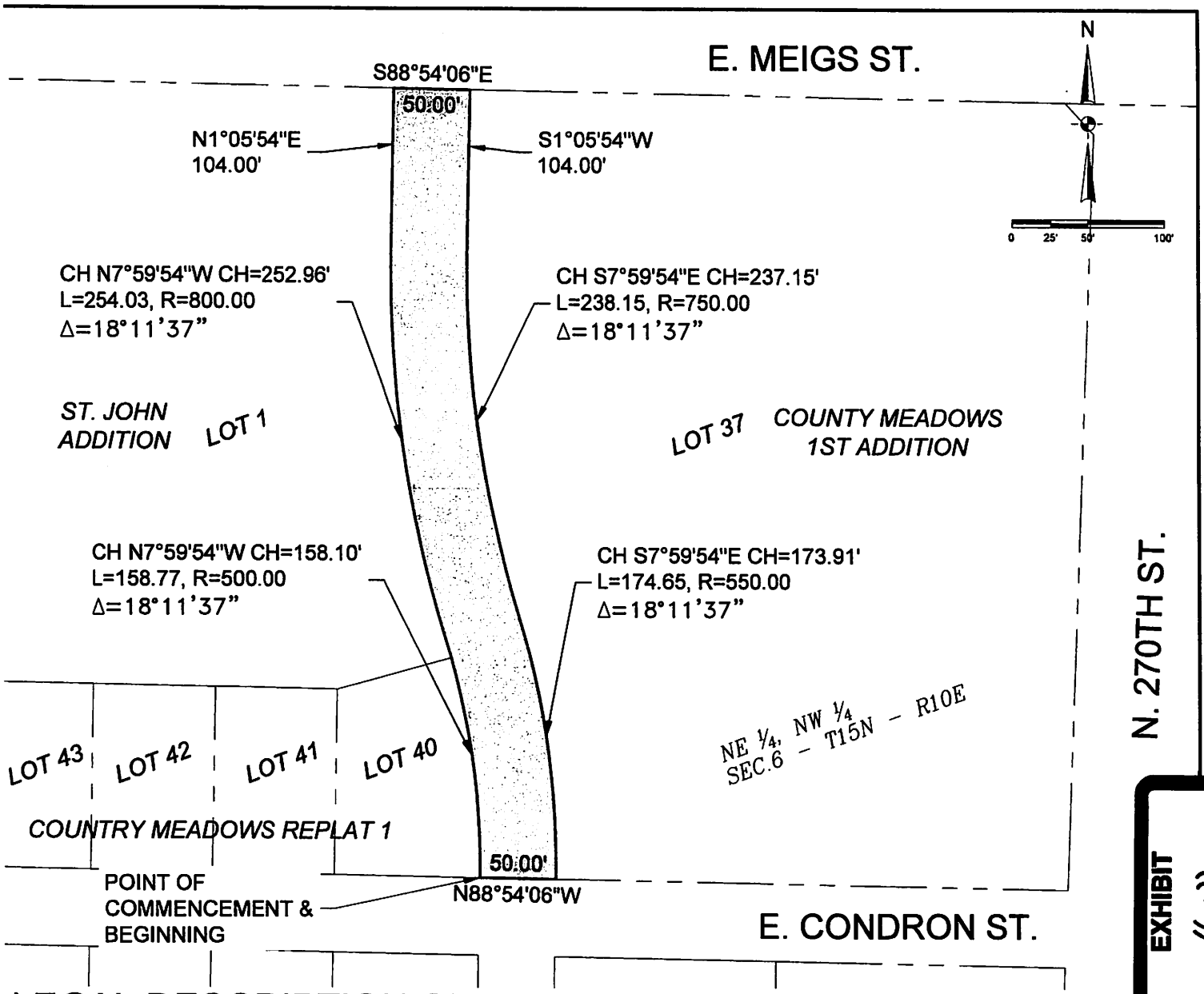

EXHIBIT "A"

LEGAL DESCRIPTION OF PARTIAL VACATION

BEING A PARTIAL VACATION OF THE COTTONWOOD DRIVE RIGHT-OF-WAY BEING SITUATE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) SECTION 06, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AND BEGINNING AT THE SOUTHEAST CORNER OF LOT 40, COUNTRY MEADOWS REPLAT 1, A SUBDIVISION, AS SURVEYED, PLATTED & RECORDED IN DOUGLAS COUNTY, NEBRASKA.;
THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 158.77 FEET. A CHORD BEARING OF N7°59'54"W, AND A CHORD DISTANCE OF 158.10 FEET ALONG WEST RIGHT-OF-WAY LINE OF COTTONWOOD DRIVE.;
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THENCE N1°05'54"E, 104.00 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF COTTONWOOD DRIVE TO THE SOUTH RIGHT-OF-WAY LINE OF MEIGS STREET.;
THENCE S88°54'06"E, 50.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF MEIGS STREET TO THE EAST RIGHT-OF-WAY LINE OF COTTONWOOD DRIVE.;
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SAID PARCEL CONTAINS 25,840.00 SQUARE FEET, MORE OR LESS.

TNC	TNC	GEP	PARTIAL VACATION OF COTTONWOOD DR. R.O.W. Valley, Nebraska
APRIL 2023			
23-03			NE ¼ NW ¼ SEC.6 T15N R10E
1 of 1			

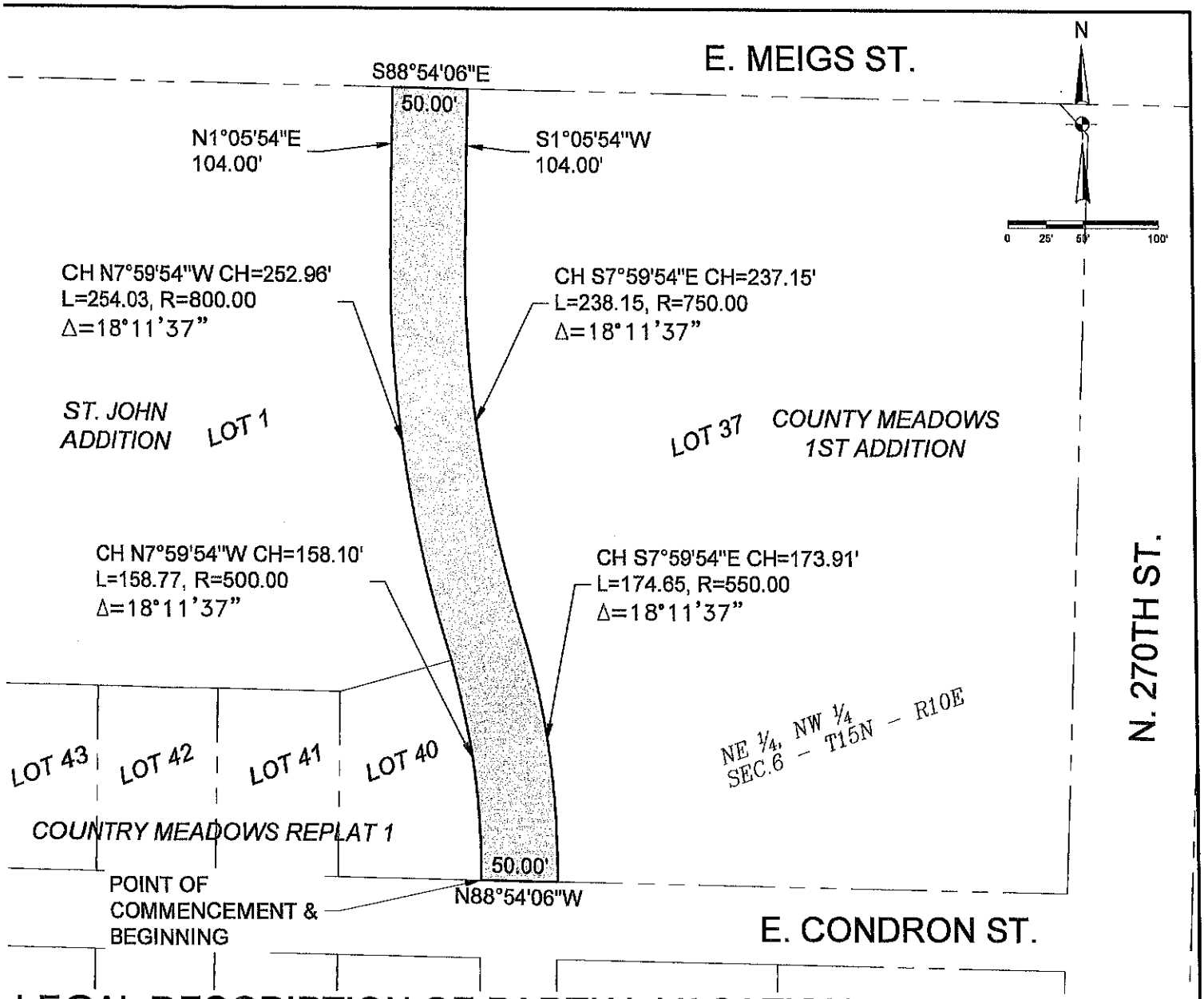
EAGLE ENGINEERING GROUP
12100 West Center Road, Suite 803
Omaha, Nebraska 68144

CONSENT OF ABUTTING PROPERTY OWNERS TO VACATION OF EXISTING RIGHT-OF-WAY AND WAIVER OF CLAIM OF SPECIAL DAMAGES

The undersigned, being all of the abutting property owners of that portion of the existing right-of-way of Cottonwood Drive located in the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) in Section 06, Township 14 North, Range 10 East of the 6th P.M., City of Valley, Douglas County, Nebraska, legally described and depicted on Exhibit "A" attached hereto and incorporated herein by this reference, hereby consent to the vacation of the existing right-of-way of Cottonwood Drive as depicted on Exhibit "A", hereby waive their access to the existing right-of-way of Cottonwood Drive as depicted on Exhibit "A" and further waive any and all claims of special damages incurred in connection with said vacation, including but not limited to those rights contained in Valley Municipal Code §5-219.

VALLEY SUBURBAN FIRE PROTECTION DISTRICT NO. 5

By: Amy Carlson
Name: Amy Carlson
Title: President



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SIGNED BY	DRAWN BY	CHECKED BY	PROJECT
TNC	TNC	GEP	PARTIAL VACATION OF COTTONWOOD DR. R.O.W. Valley, Nebraska
DATE: APRIL 2023			
SUBJECT: 23-03			DRAWING TITLE: NE ¼ NW ¼ SEC.6 - T15N - R10E
SHEET NO: 1 of 1			

EAGLE ENGINEERING GROUP
12100 West Center Road, Suite 803
Omaha, Nebraska 68144

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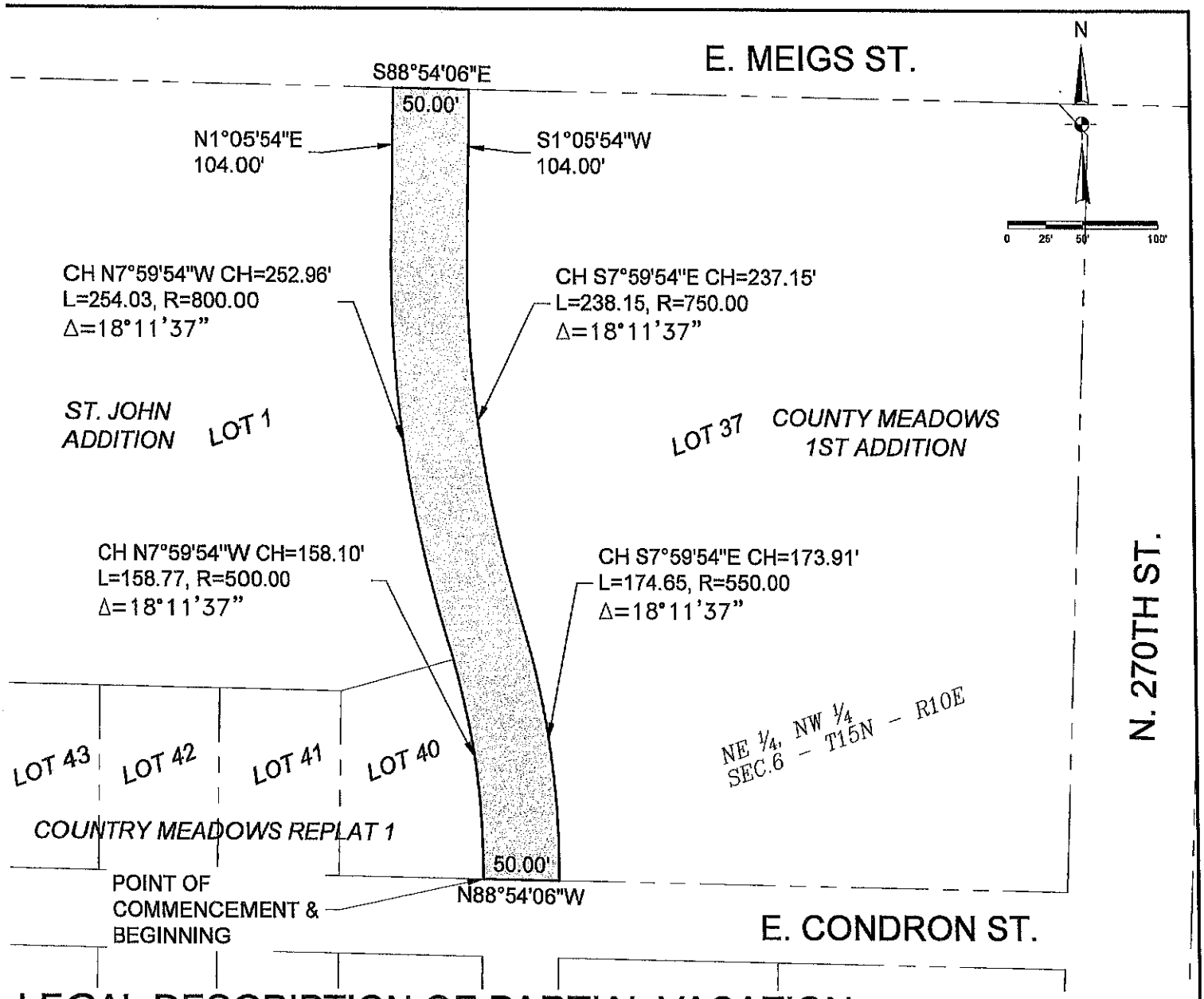
ST. JOHNS EVANGELIST CATHOLIC CHURCH

By: Linda R. Gergen
Name: Linda R. Gergen
Title: Trustee



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DESIGNED BY	DRAWN BY	CHECKED BY
TNC	TNC	GEP

DATE: APRIL 2023
SECT NO.: 23-03
SHEET: 1 of 1

PROJECT: PARTIAL VACATION OF COTTONWOOD DR. R.O.W.
Valley, Nebraska

DRAWING TITLE: NE ¼ NW ¼
SEC.6 - T15N - R10E

EAGLE ENGINEERING GROUP
12100 West Center Road, Suite 803
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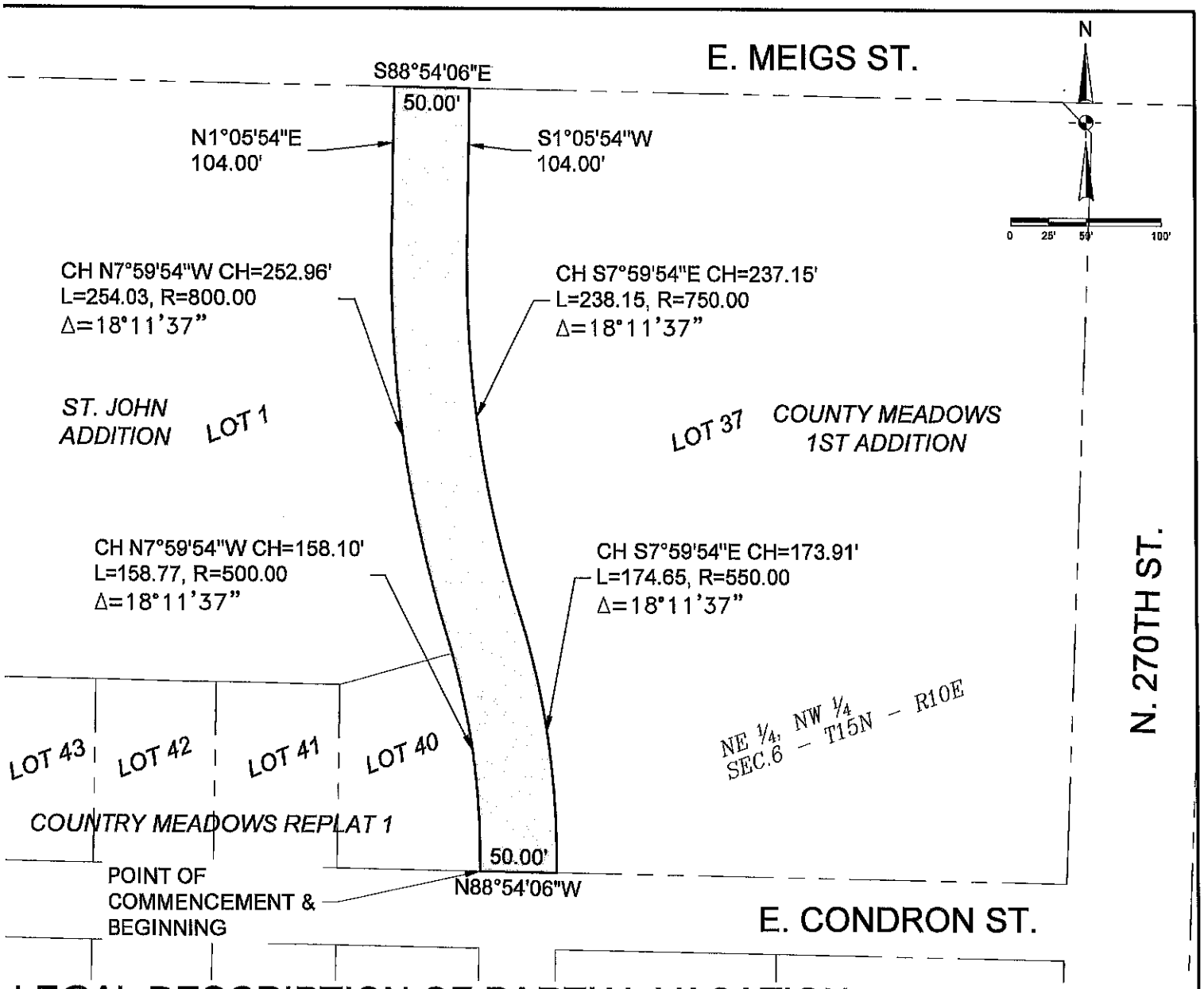
Gary A. Lind

GARY A. LIND



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THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 158.77 FEET. A CHORD BEARING OF N7°59'54"W, AND A CHORD DISTANCE OF 158.10 FEET ALONG WEST RIGHT-OF-WAY LINE OF COTTONWOOD DRIVE.;
THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 800.00 FEET, AN ARC DISTANCE OF 254.03 FEET. A CHORD BEARING OF N7°59'54"W, AND A CHORD DISTANCE OF 252.96 FEET ALONG SAID WEST RIGHT-OF-WAY LINE OF COTTONWOOD DRIVE.;
THENCE N1°05'54"E, 104.00 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF COTTONWOOD DRIVE TO THE SOUTH RIGHT-OF-WAY LINE OF MEIGS STREET.;
THENCE S88°54'06"E, 50.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF MEIGS STREET TO THE EAST RIGHT-OF-WAY LINE OF COTTONWOOD DRIVE.;
THENCE S1°05'54"W, 104.00 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF COTTONWOOD DRIVE.;
THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 750.00 FEET, AN ARC DISTANCE OF 238.15 FEET. A CHORD BEARING OF S7°59'54"E, AND A CHORD DISTANCE OF 237.15 FEET ALONG SAID EAST RIGHT-OF-WAY LINE OF COTTONWOOD DRIVE.;
THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 550.00 FEET, AN ARC DISTANCE OF 174.65 FEET. A CHORD BEARING OF S7°59'54"E, AND A CHORD DISTANCE OF 173.91 FEET ALONG SAID EAST RIGHT-OF-WAY OF COTTONWOOD DRIVE TO THE NORTH RIGHT-OF-WAY LINE OF CONDRON STREET.;
THENCE N88°54'06"W, 50.00 FEET ALONG SAID NORTH RIGHT-OF-WAY TO THE WEST RIGHT-OF-WAY LINE OF COTTONWOOD DRIVE AND THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 25,840.00 SQUARE FEET, MORE OR LESS.

SIGNED BY	DRAWN BY	CHECKED BY
TNC	TNC	GEP

DATE: APRIL 2023
JOB NO. 23-03
SHEET NO. 1 of 1

PROJECT: PARTIAL VACATION OF COTTONWOOD DR. R.O.W.
Valley, Nebraska

DRAWING TITLE: NE ¼ NW ¼
SEC.6 - T15N - R10E

EAGLE ENGINEERING GROUP
12100 West Center Road, Suite 803
Omaha, Nebraska 68144

ORDINANCE NO. 792

AN ORDINANCE ADDING A NEW SECTION 3-327 OF THE VALLEY MUNCIPAL CODE TO PROVIDE A PENAL PROVSION FOR CERTAIN PARKING VIOLATIONS; ADOPTING A SCHEDULE OF FINES FOR CERTAIN PARKING VIOLATIONS; 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. A new Section 3-327 shall be added to the Valley Municipal Code as follows:

SECTION 3-327 PENAL PROVISION

The violation of any offense listed in the attached Table 3-327 shall be punished by a fine as listed for such offense in such Table 3-327. The City may conduct studies on a periodic basis to consider adjustments to the fines provided for under this Section and contained in Table 3-327.

Section 2. Table 3-327 shall be as follows, to be periodically adjusted by the Valley City Council:

TABLE 3-327

Improper Parking (General)	$25.00
Blocking Alley, Driveway or Sidewalk	$25.00
Posted No Parking	$25.00
No Parking 2:00 A.M. to 6:00 A.M.	$25.00
Parking Over 48 Hrs.	$25.00
Parking of Detached Trailers	$5.00
Off Street (Sept. 15 to March 15)	$5.00
Parking Left of Curb	$25.00
Parking within 15 Feet of Fire Hydrant	$25.00
Parking within 20 Feet of Fire Station Driveway	$25.00

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

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

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

PASSED AND APPROVED THIS 13TH DAY OF JUNE 2023.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

_____

Cindy Grove, Mayor

ATTEST:

_____

Cheryl Eckerman, City Clerk

RESOLUTION NO. 2023-26

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 for **Layne Christensen Company** for new Well 22-1 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	$485,710.00
2. Net change by Change Orders	$
3. Current Contract Price (Line 1 + Line 2)	$485,710.00
4. Total Work completed and materials stored to date (Column F total on Progress Estimates)	$234,002.30
5. Retainage	
a. 10% X $210,211.00 - Work Completed	$ 21,021.10
b. 10% X $23,791.30 Stored Materials	$ 25,379.13
c. Total Retainage (Line 5a + Line 5b)	$ 23,400.23
6. Amount eligible to date (Line 4 - Line 5c – Line 5d)	$210,602.07
7. Less previous payments (Line 6 from prior application)	$ -
8. Amount due this application	**$210,602.07**
9. Balance to finish (Column G total on Progress Estimates + Line 5c above)	$275,107.93

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

LAYNE CHRISTENSEN COMPANY $210,602.07

PASSED AND APPROVED this 13th day of June, 2023.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

_____
Cindy Grove, Mayor

_____
John Batcher, Council President

Linda Lewis, Council Member

Bryon Ueckert, Council Member

Chris TenEyck, Council Member

ATTEST:

Cheryl K. Eckerman, City Clerk

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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Contractor's Application for Payment No. 1

Application Period:	04/06/23 - 06/05/23	Application Date:	6/5/2023
To Owner:	CITY OF VALLEY	From Contractor:	LAYNE CHRISTENSEN COMPANY
Via (Engineer):	OLMSTED & PERRY CONSULTING ENGINEERS INC.		
Project:	2022 Water System Improvements	Contract:	New Well 22-1
Owner's Contract No.:	1	Contractor's Project No.:	1
Engineer's Project No.:	22-67		

CHANGE ORDER SUMMARY

Number	Additions	Deductions
TOTALS	$0.00	$0.00
NET CHANGE BY CHANGE ORDERS	$0.00	

1. ORIGINAL CONTRACT PRICE		$ 485,710.00
2. Net change by Change Orders		$ -
3. Current Contract Price (Line 1 ± 2)		$ 485,710.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)		$234,002.30
5. RETAINAGE:		
a. 10% X $210,211.00 Work Completed		$ 21,021.10
b. 10% X $23,791.30 Stored Material		$ 2,379.13
c. Total Retainage (Line 5.a + Line 5.b)		$ 23,400.23
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)		$ 210,602.07
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)		$ -
8. AMOUNT DUE THIS APPLICATION		$ 210,602.07
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)		$ 275,107.93

Contractor's Certification

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

Contractor Signature
By: [signature] Date: 06/05/2023

Payment of: **$210,602.07**

is recommended by: (Engineer) [signature] 6-8-23
James J. Olmsted, P.E. (Date)

is approved by: (Owner)
Cindy Grove, Mayor (Date)

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

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): New Well 22-1

Application Period: 04/06/23 - 06/05/23

Application Number: 1

Application Date: 6/5/2023

A					B	C	D	E	F		G
Bid Item No.	Description	Item Quantity	Unit	Unit Price	Total Value of Item ($)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
1	Site Preparation / Mobilization	1.00	LS	$34,000.00	$34,000.00	0.75	$25,500.00		$25,500.00	75.0%	$8,500.00
2	38-Inch Well Drilling	106.00	VF	$135.00	$14,310.00	105.00	$14,175.00		$14,175.00	99.1%	$135.00
3	16" Well Casing	71.00	VF	$278.00	$19,738.00	68.00	$18,904.00		$18,904.00	95.8%	$834.00
4	16" Well Screen	35.00	VF	$507.00	$17,745.00	35.00	$17,745.00		$17,745.00	100.0%	$0.00
5	Gravel Pack	1.00	LS	$14,860.00	$14,860.00	1.00	$14,860.00		$14,860.00	100.0%	$0.00
6	Bentonite Chip Seal	1.00	LS	$7,460.00	$7,460.00	1.00	$7,460.00		$7,460.00	100.0%	$0.00
7	Cement Grout Seal	1.00	LS	$4,245.00	$4,245.00	1.00	$4,245.00		$4,245.00	100.0%	$0.00
8	Well Development	1.00	LS	$8,043.00	$8,043.00	1.00	$8,043.00		$8,043.00	100.0%	$0.00
9	Test Pumping	12.00	EA	$449.00	$5,388.00		$0.00		$0.00		$5,388.00
10	Recovery Monitoring	6.00	EA	$225.00	$1,350.00		$0.00		$0.00		$1,350.00
11	Water Quality Analysis	1.00	LS	$5,575.00	$5,575.00		$0.00		$0.00		$5,575.00
12	16" Pitless Unit	1.00	LS	$34,390.00	$34,390.00		$0.00	$23,791.30	$23,791.30	69.2%	$10,598.70
13	Submersible Pump / Motor / Column Pipe / Disch. Pipe	1.00	LS	$23,150.00	$23,150.00		$0.00		$0.00		$23,150.00
14	Discharge Vault / Piping / Meter / Valves / Meter	1.00	LS	$32,570.00	$32,570.00		$0.00		$0.00		$32,570.00
15	Electrical From WTP / Disconnect / VFD / Panels / Breakers / Misc.	1.00	LS	$82,740.00	$82,740.00		$0.00		$0.00		$82,740.00
16	Control System Modifications	1.00	LS	$25,675.00	$25,675.00		$0.00		$0.00		$25,675.00

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): New Well 22-1

Application Period: 04/06/23 - 06/05/23

Application Number: 1

Application Date: 6/5/2023

A					B	C	D	E	F		G
Bid Item No.	Description	Item Quantity	Unit	Unit Price	Total Value of Item ($)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
17	Earthwork	1.00	LS	$9,120.00	$9,120.00		$0.00		$0.00		$9,120.00
18	Access Road Work	1.00	LS	$9,770.00	$9,770.00		$0.00		$0.00		$9,770.00
19	Chain Link Fence & Gate	1.00	LS	$11,570.00	$11,570.00		$0.00		$0.00		$11,570.00
20	12-Inch PVC Water Main	475.00	LF	$116.00	$55,100.00	475.00	$55,100.00		$55,100.00	100.0%	$0.00
21	Fire Hydrant Assembly	1.00	EA	$10,550.00	$10,550.00	0.50	$5,275.00		$5,275.00	50.0%	$5,275.00
22	12-Inch Tee & Block	3.00	EA	$3,713.00	$11,139.00	2.00	$7,426.00		$7,426.00	66.7%	$3,713.00
23	12-Inch Gate Valve & Box	3.00	EA	$6,253.00	$18,759.00	3.00	$18,759.00		$18,759.00	100.0%	$0.00
24	12-Inch Cap & Block	1.00	EA	$1,368.00	$1,368.00	1.00	$1,368.00		$1,368.00	100.0%	$0.00
25	12-Inch 45-Degree Bend & Block	2.00	EA	$2,345.00	$4,690.00	2.00	$4,690.00		$4,690.00	100.0%	$0.00
26	12" x 6" Reducer	1.00	EA	$1,205.00	$1,205.00		$0.00		$0.00		$1,205.00
27	Sidewalk Removal & Replacement	64.00	SF	$33.00	$2,112.00	32.00	$1,056.00		$1,056.00	50.0%	$1,056.00
28	Connect to Existing Main	1.00	LS	$2,605.00	$2,605.00	1.00	$2,605.00		$2,605.00	100.0%	$0.00
29	Surface Restoration	1.00	LS	$9,770.00	$9,770.00		$0.00		$0.00		$9,770.00
30	Abandon Test Well	1.00	LS	$713.00	$713.00		$0.00		$0.00		$713.00
31	Staking Allowance	1.00	ALW	$3,000.00	$3,000.00	1.00	$3,000.00		$3,000.00	100.0%	$0.00
32	**Testing Allowance**	**1.00**	**ALW**	**$3,000.00**	**$3,000.00**		**$0.00**		**$0.00**		**$3,000.00**

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): New Well 22-1

Application Period: 04/06/23 - 06/05/23

Application Number: 1

Application Date: 6/5/2023

A					B	C	D	E	F		G
Bid Item No.	Description	Item Quantity	Unit	Unit Price	Total Value of Item ($)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Totals					$485,710.00	$210,211.00		$23,791.30	$234,002.30	48%	$251,707.70

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

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PREFERRED PUMP
100% EMPLOYEE-OWNED

Invoice - Direct Order

Invoice Date	Order #
04/26/23	24051703-00
PO #	**Page #**
70991	1

Shipping Branch PPE - Grand Island, NE
4808 Gold Core Rd
GRAND ISLAND, NE 68801-8910
Phone: (308)384-4713
Fax: 308-384-2065

Ship To LAYNE WESTERN COMPANY
4601 N 252ND ST
VALLEY, NE 68064

S/B Remittance To Preferred Pump & Eq
2201 Scott Ave
Fort Worth, TX 76103-2200

Bill To LAYNE CHRISTENSEN COMPANY
W229 N1433 WESTWOOD DR STE 100
WAUKESHA, WI 53186

Cust #
5100337

Stay vigilant against payment fraud. PPE hasn't made any changes in payment instructions. Contact your local PPE rep before changing your payment method.

Ship Via	Shipped	Terms
Best Way	04/26/23	2%10th NEOM

Instructions

Ln #	Product And Description	Quantity Ordered	Quantity Backordered	Quantity Shipped	Qty UM	Unit Price	Discount Multiplier	Extension
1	NS - BAKER PITLESS 16x6 Bury PITLESS/ 6PS1618WBWE08MS8ESX NOTE: X = **MUST BE AIS COMPLIANT** *PLEASE INCLUDE WIRE SIZE AT TIME OF ORDER FOR CAP CABLE SEAL SELECTION REQUIREMENT CONDUIT BLOCK TAPPING OPTIONS ARE UK671 SNGL 2" or 1" UK672 SNGL 2" UK673 SNGL 3" or UK674 SNGL 4"	1	0	1 *CONDUIT BLOCK TAPING	each	23791.30	0.00	23791.30

1 *Lines Total* *Qty Shipped Total* 1

Total 23791.30
Invoice Total 23791.30

Print Time: 04/26/23 22:22* Printed By: xCLC

Cash Discount 475.83 **If Paid By 06/10/23**

All sales and this invoice are subject to Preferred Pump & Equipment's Terms and Conditions which can be found at https://www.preferredpump.com/terms

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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Change Order No. 1

Date of Issuance:	May 22, 2023	Effective Date:	May 22, 2023
Owner:	CITY OF VALLEY	Engineer:	OLMSTED & PERRY CONSULTING ENGINEERS INC.
Contractor:	NEUVIRTH CONSTRUCTION INC.	Contractor's Project No.:	1
Project:	2022 Water System Improvements		
Contract Name:	Filter Media Replacement Project		
Owner's Contract No.:	1	Engineer's Project No.:	23-42

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

Description:

Furnish and Replace Cell Inlet Valve Actuators: $31,181.88

Hydrovac, Clean, and Inspect Existing Backwash Tank: $15,590.12

Attachments: *[List documents supporting change]*

ATTACHMENT NO. 1 TO CHANGE ORDER NO. 1
ATTACHMENT NO. 2 TO CHANGE ORDER NO. 1

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $246,000.00	Original Contract Times: Substantial Completion: 6/30/2023; Ready for Final Payment: 7/31/2023
Increase (Decrease) from previously approved Change Orders No. - to No. - : $0.00	Increase (Decrease) from previously approved Change Orders No. - to No. - : Substantial Completion: 0; Ready for Final Payment: 0
Contract Price prior to this Change Order: $246,000.00	Contract Times prior to this Change Order: Substantial Completion: 6/30/2023; Ready for Final Payment: 7/31/2023
Increase (Decrease) of this Change Order: $46,772.00	Increase (Decrease) of this Change Order: Substantial Completion: 21; Ready for Final Payment: 0
Contract Price incorporating this Change Order: $292,772.00	Contract Times with all approved Change Orders: Substantial Completion: 7/21/2023; Ready for Final Payment: 7/31/2023

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: [signature]	By:	By: [signature]
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: James J. Olmsted, P.E.	Title: Cindy Grove, Mayor	Title: Tony Lager PM
Date: 5-22-23	Date:	Date: 05-25-23

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

Neuvirth Construction Inc.

7386 County Road P35
Blair, NE 68008

To:	City Of Valley	**Contact:**	
Address:	203 North Spruce Street Valley, NE 68064	**Phone:** **Fax:**	
Project Name:	2022 Water Treatment Plant- Filter Media Replacement	**Bid Number:**	
Project Location:		**Bid Date:**	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Materials And Freight, Valve Actuators	4.00	EACH	$3,159.65	$12,638.60
2	Labor, Equipment, Subcontractors	1.00	LS	$18,543.28	$18,543.28
3	Time Extension To 7/10/23	1.00	LS	$0.00	$0.00

Total Bid Price: $31,181.88

Notes:

- **Price Includes:**
- Sales Tax
- Bond
- Freight
- Removal, disposal, and installation of new actuator pumps
- **Price Does Not Include:**
- Permits
- Testing
- Locating any private utilities not located by the utility Co's
- **Note:**
- Time extension based upon materials delivery. Date is subject to change and contractor will not be bound by material delivery date.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.	**CONFIRMED:** **Neuvirth Construction**
Buyer: _____	
Signature: _____	**Authorized Signature:** _____
Date of Acceptance: _____	**Estimator:**

Neuvirth Construction Inc.

7386 County Road P35
Blair, NE 68008

To:	City Of Valley	**Contact:**	
Address:	203 North Spruce Street Valley, NE 68064	**Phone:** **Fax:**	
Project Name:	2022 Water Treatment Plant- Filter Media Replacement	**Bid Number:**	
Project Location:		**Bid Date:**	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Hydrovac, Clean, And Inspect Backwash Tank	1.00	LS	$15,590.12	$15,590.12

Total Bid Price: **$15,590.12**

Notes:

- **Price Includes:**
- Sales Tax
- Bond
- Freight
- Pumping out filter media in backwash tank
- **Price Does Not Include**
- Permits
- Testing
- Locating any private utilities not located by the Utility Co's
- Offsite removals
- **Note:**
- Time extension based upon materials delivery. Date is subject to change and contractor will not be bound by material delivery date.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Neuvirth Construction** **Authorized Signature:** _____ **Estimator:**

RESOLUTION NO. 2023-27

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 for **Neuvirth Construction Inc.** for Valley filter media replacement 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				$ 254,800.00
2. Net change by Change Orders				$46,772.00
3. Current Contract Price (Line 1 + Line 2)				$ 301,572.00
4. Total Work completed and materials stored to date (Sum of Column G + J on Progress Estimate)				$ 81,082.80
5. Retainage				
a. 10%	X	$ -	Work Completed	$8,108.28
b. 10%	X	$	Stored Materials	$
c. Total Retainage (Line 5a + Line 5b)				$8,108.28
6. Amount eligible to date (Line 4 - Line 5c – Line 5d)				$ 72,974.52
7. Less previous payments (Line 6 from prior application)				$ -
8. Amount due this application				**$ 72,974.52**
9. Balance to finish (Column O on Progress Estimate)				$228,597.48

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

NEUVIRTH CONSTRUCTION INC. $72,974.52

PASSED AND APPROVED this 13th day of June, 2023.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

_____

Cindy Grove, Mayor

_____

John Batcher, Council President

Linda Lewis, Council Member

Bryon Ueckert, Council Member

Chris TenEyck, Council Member

ATTEST:

Cheryl K. Eckerman, City Clerk

Contractor's Application For Payment No. 1

COPY

To (Owner):	City of Valley	Application Period:	5/1/2023	5/31/2023	Application Date:	6/6/2023
Contractor	Neuvirth Construction Inc	PROJECT NAME			Invoice Number	0823 1
Address	7386 county road P35 Blair Ne. 68008	Valley Filter Media Replacement			Via (Engineer)	
Project Number	0823				Engineer's Project No.:	

Change Order Summary

Approved Change Orders		
Number	Additions/Deductions	Description
1	$ -	
2	$ -	
3	$ -	
4	$ -	
5	$ -	
6	$ -	
7	$ -	
8	$ -	
9	$ -	
10	$ -	
TOTALS	$ -	
NET CHANGE BY	$ -	
CHANGE ORDERS	$ -	

1. ORIGINAL CONTRACT PRICE				$ $ 254,800.00
1a. Overage Not by Change Order				
2. Net change by Change Orders				$ $ 46,772.00
3. CURRENT CONTRACT PRICE (Line 1±1a± 2)				$ $ 301,572.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G+J on Progress Estimate)				$ $ 81,082.80
5. RETAINAGE:				
a.	10%	x Overide	Work Completed	$ $ 8,108.28
b.	10%	x Overide	Stored Materials	$ $ -
			c. Retainage (Line 5a + Line 5b)	$ $ 8,108.28
			d. Previous retainage	$ $ -
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c-Line 5d)				$ $ 72,974.52
7. LESS PREVIOUS PAYMENTS				$ $ -
8. AMOUNT DUE THIS APPLICATION				$ $ 72,974.52
9. BALANCE TO FINISH (Column O on Progress Estimate)				$ $ 228,597.48
10. FINAL APPLICATION FOR RETAINAGE				$ $ -

Contractor's Certification

The undersigned Contractor certifies that: (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 Work covered by prior Applications for Payment; (2) title of 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 Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Tony Lager

Digitally signed by Tony Lager
DN: C=US, E=tony@neuvirth.com, O=Neuvirth Construction, CN=Tony Lager
Reason: I am approving this document
Date: 2023.06.07 09:27:35-05'00'

By: Date:

Payment of: 72,974.52
(Line 8 or other - attach explanation of other amount)

is recommended by: (Engineer) 6-7-23 (Date)

Payment of:
(Line 8 or other - attach explanation of other amount)

is approved by: (Owner) (Date)

Approved by: Funding Agency (if applicable) (Date)

Labor & Equipmen $ 46,141.16 **Materials** $ 24,961.27 **Tax** $ 1,872.10

Progress Estimate

Contractors Application 1

Job Name	Valley Filter Media Replacement							Invoice Number:	0823 1		Neuvirth Construction Inc				
Application Date	6/6/2023							Application Period:	5/1/2023	5/31/2023					
Owner	City of Valley														
A						C	CC	D	E	F	G	H	I	J	
Item		Bid	Overrun	Unit	Bid	Work Completed				Materials	Completed and Stored to Date		Balance to Finish	Materials	
Bid Item No.	Description	Quantity	Quantity	Price	Value	From Previous Application	Overrun This Period	Quantity this Period	Value this Application	Presently Stored	(C+E+F)	(G/B)	(B-G)	Incorp. This Application	
1	Filter Media Removal	1	0.00	$ 201,750.00	$ 201,750.00	$ -	$ -	0.25	$ 50,437.50	$ -	$ 50,437.50	25.00%	$ 151,312.50	$ -	
2	Filter Media Installation	1	0.00	$ 40,250.00	$ 40,250.00	$ -	$ -	0.25	$ 10,062.50	$ -	$ 10,062.50	25.00%	$ 30,187.50	$ -	
3	Testing	1	0.00	$ 4,000.00	$ 4,000.00	$ -	$ -	0.00	$ -	$ -	$ -	0.00%	$ 4,000.00	$ -	
4	Replace Strainer Nozzle	100	0.00	$ 88.00	$ 8,800.00	$ -	$ -	100.00	$ 8,800.00	$ -	$ 8,800.00	100.00%	$ -	$ -	
	CO1- Replace Actuator Pumps	1	0.00	$ 31,181.88	$ 31,181.88	$ -	$ -	0.13	$ 3,987.74	$ -	$ 3,987.74	12.79%	$ 27,194.14	$ -	
	CO1- Pump Out Backwash Tank	1	0.00	$ 15,590.12	$ 15,590.12	$ -	$ -	0.50	$ 7,795.06	$ -	$ 7,795.06	50.00%	$ 7,795.06	$ -	
				Original Contract Total	$ 254,800.00	$ -		//////////////	$ 81,082.80	$ -	$ 81,082.80	31.82%	$ 220,489.20	$ -	
				Net Increase/Decrease Total	$ -										
				C/O Total	$ 46,772.00										

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

COPY

Change Order No. 1

Date of Issuance:	May 22, 2023	Effective Date:	May 22, 2023
Owner:	CITY OF VALLEY	Engineer:	OLMSTED & PERRY CONSULTING ENGINEERS INC.
Contractor:	NEUVIRTH CONSTRUCTION INC.	Contractor's Project No.:	1
Project:	2022 Water System Improvements		
Contract Name:	Chemical Feed Equipment Replacement		
Owner's Contract No.:	1	Engineer's Project No.:	23-41

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

Description:

Add Transfer Pump from Bulk Storage Tank to Day Tank, including Stand and Piping: $14,895.57

Attachments: *[List documents supporting change]* ATTACHMENT NO. 1 TO CHANGE ORDER NO. 1

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $247,000.00	Original Contract Times: Substantial Completion: 6/30/2023; Ready for Final Payment: 7/31/2023 days or dates
Increase (Decrease) from previously approved Change Orders No. - to No. - : $0.00	Increase (Decrease) from previously approved Change Orders No. - to No. - : Substantial Completion: 0; Ready for Final Payment: 0 days
Contract Price prior to this Change Order: $247,000.00	Contract Times prior to this Change Order: Substantial Completion: 6/30/2023; Ready for Final Payment: 7/31/2023 days or dates
Increase (Decrease) of this Change Order: $14,895.57	Increase (Decrease) of this Change Order: Substantial Completion: 21; Ready for Final Payment: 0 days or dates
Contract Price incorporating this Change Order: $261,895.57	Contract Times with all approved Change Orders: Substantial Completion: 7/21/2023; Ready for Final Payment: 7/31/2023 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: [signature]	By:	By: [signature]
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: James J. Olmsted, P.E.	Title: Cindy Grove, Mayor	Title: Tony Lager PM
Date: 22-May-23	Date:	Date: 05-25-23

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

Neuvirth Construction Inc.

7386 County Road P35
Blair, NE 68008

To:	City Of Valley	**Contact:**	
Address:	203 North Spruce Street Valley, NE 68064	**Phone:** **Fax:**	
Project Name:	2022 WTP Chemical Feed Equip Replacement Valley	**Bid Number:**	
Project Location:		**Bid Date:**	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Materials, Transfer Pump from Bulk Tank to Day Tank	1.00	LS	$5,573.97	$5,573.97
2	Labor, Equipment, And Subcontractors	1.00	LS	$9,321.60	$9,321.60
3	Time Extension To 7/21/2023	1.00	LS	$0.00	$0.00

Total Bid Price: $14,895.57

Notes:

- **Price Includes:**
- Sales Tax
- Bond
- Freight
- Installation of transfer pump
- **Price Does Not Include**
- Permits
- Testing
- Locating any private utilities not located by the Utility Co's
- **Note:**
- Time extension based upon materials delivery. Date is subject to change and contractor will not be bound by material delivery date.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Neuvirth Construction** **Authorized Signature:** _____ **Estimator:**

Valley Water System

Construction Progress Report
June 9, 2023

Reported by Jim Olmsted, OLMSTED & PERRY CONSULTING ENGINEERS INC.

The following is an updated progress report on the water improvement projects currently underway at Valley:

1. Well Project

The well construction has been completed. Layne Christensen drilled the well to a depth of 105 feet and it exceeded the design capacity of 1,000 gallons per minute. Test pumping was completed at the rate of 1,224 gallons per minute and water samples were collected and sent to the lab for testing. All indications are that this will be an excellent well.

The piping from the new well to the water plant has nearly been completed and should be finished by June 15th. The electricians are working on extending power to the well.

Construction is on schedule.

2. Filter Media Replacement Project

Two of the four filters have been renovated and the third filter should be on line by the 14th. The old media was removed and new media was installed. Much of the old media was missing from 2 of the cells and it had washed out of the cells and had collected in the backwash waste tank. This old media had reduced the capacity of the backwash waste tank by about 40%. A change order was issued to Neuvirth to remove this material from the tank so it can be returned to full capacity.

The valve actuators for the cell inlet valves are failing and all four will need to be replaced. A change order was issued to Neuvirth to furnish and install the new actuators and they are currently on order. Until the new actuators arrive, it will not be possible to rejuvenate the fourth cell, since there are only 3 actuators that are operational.

The City's operators have reported that the plant is running more efficiently since the two rejuvenated filters have been placed back in service.

Construction will be slightly behind schedule due to the actuator problems.

3. Chemical Feed Equipment Replacement Project

Most of the new chemical feed equipment has been delivered to the job site, but Neuvirth is still waiting on the final material. Neuvirth will not install the replacement equipment until everything has arrived.

A change order has been issued to Neuvirth to add a transfer pump from the chlorine bulk tank to the day tank.

Construction is on or perhaps slightly behind schedule.

4. Backwash Waste Recovery System Project

Neuvirth Construction has performed the site grading and raised the grade to accommodate the new backwash waste tank. Preparations have also been made in the treatment plant to house the recovery pump and waste pump skid. They will continue to work on exterior piping work required for the project.

Due to equipment delivery problems, this project will be completed as far as possible before the contractor pauses and comes back to complete the work this fall.

5. Water Tower Repainting

The tank contractor, ONYX Blasting and Coating, has agreed to delay the repainting work until late summer/early fall, at the City's request. This will avoid tanking the tank out of service during the peak water use season.