

AGENDA
VALLEY CITY COUNCIL
Tuesday, August 8, 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 and additional bills presented for payment

7.D. July Payroll - \$96,116.20
July IRA - \$24,411.05

7.E. July Keno Receipts

7.F. Accept PeopleService Inc., Report

7.G. Accept July Cemetery Board Minutes

7.H. Accept July and May Library Board Minutes

7.I. Accept July Library Statistics

7.J. Accept July 18, 2023 Planning Commission Minutes

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

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

8. **Waterloo-Valley Rec. Association - Rick Wiese - Application for Special Designated License for August 20, 2023**
9. **Ordinance No. 794 - Unsafe Structures**
10. **Still Water Lake Lots 24-49 and Outlot C - Final Plat**
 - **Review**
 - **Open Public Hearing**
 - **Close Public Hearing**
 - **Resolution No. 2023-39**
11. **Still Water Lake - Rezoning**
 - **Review**
 - **Open Public Hearing**
 - **Close Public Hearing**
 - **Ordinance No. 795**
12. **Resolution No. 2023-40 Mixed Use Development Agreement with Still Water Lake LLC**
13. **Resolution No. 2023-41 Subdivision Agreement and ILOC with Still Water Lake, LLC.**
14. **Resolution No. 2023-42 - Still Water Lake reimbursement**
15. **PeopleService - update**
16. **Olmsted & Perry - Water Improvement Projects**
 - 16.A. Progress update on all 5 water projects.
 - 16.B. Resolution No. 2023-43 Council consideration and action to approve Application for Payment No. 3 from Layne Christensen for New Well 22-1 in the amount of \$109,511.10.
17. **City Engineer**
 - 17.A. Resolution No. 2023-44 Council consideration and action to approve Application for Payment No.1 from Spencer Management for concrete repair to The Pines subdivision, S. Lakewood Street, and W. Waring Street in the amount of \$243,168.75.
 - 17.B. Stillwater Phase 2 - Water Main, Sanitary Sewer, and Street Paving Improvements - Authorization to advertise for bids.

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17.C. Other/Miscellaneous

- Ginger Cove Lift Station No. 3 upgrades.
- Val-Haven (Southwest No. 2) and Ginger Woods No. 2 Lift Station Improvements.
- 288th Street and State Street - August 21.
- Ginger Cove, Fern Lake and Spruce Street Asphalt Pavement Preservation - September 11.
- EAA Development.
- Valley View Development.
- Valley Landing Development.

18. **City Attorney**

19. **Mayor's Report**

20. **Upcoming Items**

- **Valley Days - August 10 - 13, 2023**
- **Planning Commission Meeting - August 15, 2023**
- **Budget Workshop - August 15, 2023**
- **Budget Workshop - August 22, 2023**
- **Cemetery Board Meeting - August 24, 2023**
- **Budget Workshop August 29, 2023**

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**CITY OF VALLEY
NOTICE OF MEETING
Tuesday, August 8, 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, August 8, 2023, at 7:00 p.m.** at Valley City Hall. Public hearings will be held on the following:

1. Request for Rezoning – Still Water Lake, from C-3 Highway Commercial to CMD Cluster Mixed Use and R-3 Lakefront Residential. CMD 3.9 acres to be known as Still Water Lake, Lots 44-49 and Outlot C, and R-3 Lakefront Residential 4.2 acres to be known as Still Water Lake Lots 24-43 and consideration of proposed mixed use development agreement.
2. Final Plat – Still Water Lake, Lots 24-49, and Outlot C, more specifically described as: Part of the Southwest Quarter (SE 1/4) of Section 30 Township 16 North Range 10 East of the 6th p.m., Douglas County Nebraska, ~~North 276th and North West Street.~~

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

Cheryl K. Eckerman
City Clerk

7/28

ZNEZ

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

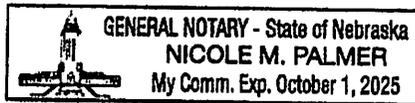
UNITED STATES OF AMERICA,
The State of Nebraska,
District of Nebraska,
County of Douglas,
City of Omaha

} ss.

JASON W. HUFF and/or JOSIE CHARRON, being duly sworn, deposes and say that they are the PUBLISHER and/or MANAGING EDITOR 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, and a general circulation in Sarpy, Lancaster, Cass and Dodge 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:

7/28/23

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



Publisher's Fee \$33.04

Additional Copies \$ _____

Filing Fee \$ _____

Total \$33.04

Josie Charron

Subscribed in my presence and sworn to before me this JULY 28 2023

Nicole M. Palmer
Notary Public in and for Douglas County, State of Nebraska

MINUTES
REGULAR MEETING
July 11, 2023

1. & 2. Roll Call & Call to Order - Mayor Grove called the meeting to order at 7:00 p.m. Present were Mayor Grove; council members, Lewis, Batcher, TenEyck. Council member Ueckert was absent. Also present were city attorney Jeff Farnham, deputy clerk Christie Donnermeyer, and city clerk Cheryl Eckerman.

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

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

4. Proof of Publication was on the council desk.

5. Visitors and Correspondence – letter from Historical society.

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

7. Consent Agenda – Council member Lewis moved to approve the consent agenda. TenEyck seconded. Batcher, Lewis and TenEyck voted YES. ABSENT: Ueckert. NO; no one, motion carried. Items on the consent agenda were to accept June 13, 2023 city council minutes; Treasurer's Report; June payroll \$135,950.99 IRA \$6,0193.94, Keno Receipts \$6,666.05, PeopleService Report, Library Statistics, June 20 Planning Commission minutes and the following bills: **Supplies/Services:** Accufund 2410.26; Ace 59.95; Advanced Heating 463.25; AFLAC 1068.57; Amazon 140.94; Aqua Chem 1880.80; Baker & Taylor 812.68; Bil den Glass 265.00; Bishop Business 9800.00; Bomgaars 79.96; Brightly 600.88; Cappel Auto 112.36; Cintas 618.91; Commercial Seeding 1495.00; Core & Main 2833.24; DataShield 45.00; Demco 147.57; Dick's 70.43; Do. Co. Env. 3620.00; Do. Co. Treas. 460.00; Eagle Eng. 14326.68; Eakes 117.25; Everett's 900.88; Farnham & Griffin 3727.50; First NE Bank Credit Card 4775.80; Five Nines 11968.49; Fremont Dept. of Utilities 40830.65; Helena Agri. 420.00; Host Coffee 132.97; JD's Car Wash 87.55; JEO Consulting 1147.50; Jetco 23585.00; J.D. Financial 2229.49; Johnson Controls 1384.00; JP Cooke 33.75; Justice Data Solutions 5500.00; LARM 966.23; Lincoln Marriott 476.00; Love's 2840.40; Lyman Richey 604.97; M.S. Wiekhorst Arbor Co. 1650.00; Menards 1468.53; M. Matzen 823.90; Midwest Tape 79.46; NDEE 300.00; NE Sweeping 7842.97; NMC 1800.00; Olmsted & Perry Eng. 27583.98; Peopleservice 32197.00; Petty Cash 34.50; Publication Printing 225.40; Rob's Oil 2744.12; Siteone Landscape Supply 2574.43; Daily Record 796.15; Valley Ace Hardware 196.52; Waste Connections 265.84; Window Pro 20.00; YMCA 70.00; Z-Best Carpentry 7800.00; **Taxes:** Fed 20832.84; NE 4904.75; NE Sales tax 4699.99; **Bond Payments:** FNB/bond 5962.50; FNB/bond 5962.50. **Reimburse/Refund:** ADC 1000.00; Eagle Eye Ent. 500.00; G. Lee Homes 1000.00; Goeden Const. 1000.00; D. Jensen 500.00; J. Rotella 500.00; Landmark 1000.00; Majestic 1000.00; Midwest Dwellings 2700.00; S. Peoples 500.00; G. Sehn 500.00; **TIF:** Bluewater 48030.48; **Ins:** BCBS 10773.65; Morgan White 1291.96.

8. Cornhusker State Games Triathlon Update – Eric Moser, 2840 Legacy Commons Plaza, Apt 105, Omaha, NE reviewed the final route, barricade plan and road closures for the Triathlon.

9. Valley Days Event – Street Closure - Angela Exstrom presented a map showing street closures and times for the Valley Days Event August 11, 12 & 13.

Council member Batcher moved to approve the street closures and times as proposed for the Valley Days Event to be held August 11-13. Lewis seconded. Batcher, Lewis and TenEyck voted YES; NO; no one. ABSENT: Ueckert. Motion carried.

10. Spruce Street Tavern – SDL – Council member Batcher moved to approve the issuance of the SDL to Spruce Street Tavern for August 11, 2023, for the Valley Days Street Dance. Lewis seconded. Batcher, Lewis and TenEyck voted YES; NO; no one. ABSENT: Ueckert. Motion carried.

11. Resolution No. 2023-28 – Still Water Lake Reimbursement – Council member Batcher introduced, read, and moved for approval of Resolution No. 2023-28 authorizing United Republic Bank to disburse \$1,360.00 to the City of Valley for Still Water Lake LLC general engineering and planning fees. TenEyck seconded. Batcher and TenEyck voted YES: NO: Lewis, ABSENT: Ueckert. Motion carried. A true, correct, and complete copy of said resolution is on file at city hall.

12. Resolution No. 2023-35 – Revising Permit Fees – Council member Lewis introduced, read, and moved for passage of Resolution No. 2023-35 authorizing the revision of permit fees. TenEyck seconded. Batcher, Lewis and TenEyck voted YES: NO: no one, ABSENT: Ueckert. Motion carried. A true, correct and complete copy of said resolution is on file at city hall.

13. Resolution No. 2023-36 – Erickson & Brooks CPA, provide budget services – Council member TenEyck introduced, read, and moved for passage of Resolution No. 2023-36 authorizing the execution of an agreement retaining the services of Erickson & Brooks, CPA to provide budget services for calendar year ending September 30, 2024. Lewis seconded. Batcher, Lewis and TenEyck voted YES: NO: no one, ABSENT: Ueckert. Motion passed. A true, correct and complete copy of said resolution is on file at city hall.

14. Ordinance No. 793 – Revising Utility Late Payment Fees – Council member Batcher introduced Ordinance No. 792 AN ORDINANCE REVISING THE UTILITY LATE PAYMENT FEES AMENDING SECTIONS 6-208 AND 6-312 OF THE VALLEY MUNICIPAL CODE TO PROVIDE A FLAT FEE; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH and moved that the statutory rule requiring reading on three different days be suspended. Council member Lewis seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: Batcher, TenEyck and Lewis. NO: no one. ABSENT: Ueckert. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said Ordinance was then read by title and thereafter Council member Batcher moved for final passage of the ordinance which motion was seconded by Council member Lewis. The Mayor then stated the question "Shall Ordinance No. 793 be passed and adopted. Upon electronic vote, the following council members voted YES: Batcher, Lewis and TenEyck. NO: no one, ABSENT: Ueckert. The passage and adoption of said ordinance having been concurred 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. Ordinance No. 794 – Relating to Unsafe/Dangerous Structures. Discussion was held and the Council directed the City Attorney to work with the Building Inspector to add more specific procedures regarding the condemnation process and appeals. With instruction to present the revised Ordinance at a future meeting.

16. City Administrator Position – The Mayor requested retention of a service to advertise and interview for the City Administrator position. This service charges \$150.00 per hour. Council member Lewis moved to retain Joe Patterson at \$150.00 per hour for this service. Batcher seconded. Batcher, Lewis, and TenEyck voted YES: NO: no one, ABSENT: Ueckert. Motion carried.

17. PeopleService Update - Mike Adair, 207 E. Condron St., Valley, NE., representing PeopleService, gave an update on hydrant flushing, water plant projects and summer water usage and water restrictions. Also presented was the initial research into an ice pigging option for cleaning the pipes versus the traditional pigging.

18. Olmsted and Perry – Water Improvement Projects– Jim Olmsted, special engineer on Water Projects, reviewed applications for payments on the following projects related to the Water Treatment Plant Expansion.

18.A. New Well 22-1 – Council member Lewis introduced, read, and moved for passage of Resolution No. 2023-29 authorizing the payment of \$84,944.88 to Layne Christensen Company. TenEyck seconded. Lewis, Batcher and TenEyck voted YES: NO: no one, ABSENT: Ueckert. A true correct and complete copy of said resolution is on file at city hall.

18.B. Backwash Recovery - Council member TenEyck introduced, read, and moved for passage of Resolution No. 2023-30 authorizing the payment of \$58,500.00 to Neuvirth Construction, Inc. Lewis seconded. Lewis, Batcher and TenEyck voted YES: NO: no one, ABSENT: Ueckert. A true correct and complete copy of said resolution is on file at city hall.

18.C Chemical Feed - Council member Batcher introduced, read, and moved for passage of Resolution No. 2023-31 authorizing the payment of \$51,300.00 to Neuvirth Construction, Inc. Lewis seconded. Lewis, Batcher and TenEyck voted YES: NO: no one, ABSENT: Ueckert. A true correct and complete copy of said resolution is on file at city hall.

18.D. Filter Media - Council member Lewis introduced, read, and moved for passage of Resolution No. 2023-32 authorizing the payment of \$180,808.43 to Neuvirth Construction. TenEyck seconded. TenEyck, Lewis and Batcher voted YES: NO: no one, ABSENT: Ueckert. A true correct and complete copy of said resolution is on file at city hall.

19. CITY ENGINEER Greg Perry presented the following:

19 A. Asphalt Pavement Preservation – Greg Perry reviewed the contractor’s application for payment from Pave, LLC and recommended approval of the same.

Council member TenEyck introduced, read, and moved for passage of Resolution No. 2023-33 authorizing the payment of \$22,746.28 to Pave, LLC for the pavement preservation in Ginger Cove, Fern Lake & Spruce Street. Lewis seconded. TenEyck, Lewis and Batcher voted YES: NO: no one, ABSENT: Ueckert. A true correct and complete copy of said resolution is on file at city hall.

19.B. Val-haven and Ginger Woods No. 2 Lift Station - Greg Perry reviewed the contractor’s application for payment from Vrba Construction and recommended approval of the same.

Council member Batcher introduced, read, and moved for passage of Resolution No. 2023-34 authorizing the payment of \$35,100.00 to Vrba Construction for the Val-haven and Ginger Cove Lift Station No. 2 Project. Lewis seconded. Batcher, Lewis and TenEyck voted YES: NO: no one, ABSENT: Ueckert. A true correct and complete copy of said resolution is on file at city hall.

19. C. – Other/Miscellaneous – Greg Perry gave updates on the following projects/Developments: Val-haven (Southwest No. 2) and Ginger Woods No. 2 Lift Station Improvements, EAA Development, 288th Street and State Street, Pines subdivision, Lakewood and Warning Streets concrete street repair and Valley View development and Valley Landing development.

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

21. Mayor’s Report – The Mayor reported the parking lot at the NRD trail is complete and that the NRD will be placing signs along the trail. The small business water rates were corrected. Budget workshop meetings are in the initial scheduling stages.

22. Upcoming Items – Planning Commission meeting July 18, Valley Days Planning meeting July 18, Cemetery Board meeting July 20, Valley City Cemetery Gravestone preservation workshop July 17 and Special Council meeting July 25.



Mayor Cindy Grove



Christie Donnermeyer
Deputy City Clerk

**CITY OF VALLEY
MINUTES
SPECIAL MEETING
July 25, 2023**

Mayor Grove called the meeting to order at 7:00 p.m. In attendance were Mayor Cindy Grove, Council members Chris TenEyck, Linda Lewis, John Batchner and Bryon Ueckert. Also present: Cheryl Eckerman city clerk, Christie Donnermeyer, deputy clerk, and Andrea Griffin, city attorney.

Mayor Grove stated the location of the open meetings act and that one copy of all reproducible written material is available for examination or copying.

The Pledge of Allegiance was recited.

Proof of Publication was on the council desk.

Mayor Grove stated that Visitors/Correspondence was inadvertently not listed on the agenda since it was a Special Meeting. She further stated that at this time, any individual may speak on any issues on the agenda or on any agenda items that do not include public hearings. Comments are limited to three minutes for each individual. Visitors may state their comments and should not expect the Council to engage in back and forth dialogue regarding the comments. Unless an agenda item includes a public hearing, no visitors may speak during the business portion of the meeting.

No one in attendance came forward to speak.

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

Mayor Grove presented the Still Water Lake Pre - Development Cost Agreement (for Phase 2).

Council member Batchner introduced, read and moved for passage of Resolution No. 2023-37 authorizing Mayor Grove to execute the Predevelopment Cost Agreement with Still Water Lake, LLC. (Phase 2) on behalf of the City of Valley. TenEyck seconded. Batchner, TenEyck and Ueckert voted YES: NO: Lewis. A true, correct and complete copy of said resolution is on file at city hall.

Eric Casper, Project Manager/Senior Landscape Architect and Eric Silvey, Landscape Architect, both with JEO Consulting Group, 2000 Q Street, Lincoln, Nebraska reviewed the Valley City Park Master Plan and Design Alternatives with phasing options.

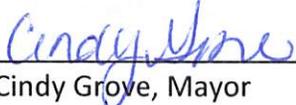
Marvin Larson, Senior Project Manager, JEO Consulting Group, 2000 Q Street, Lincoln, Nebraska reviewed the Valley Municipal Building Programming and Preliminary Design Study. He noted that the study included comparison of the construction cost of a new facility to the cost of renovating the existing City Hall building.

Discussion was held on the percentage of change in population and full-time employees from the year 2000 to 2023 and the anticipated growth in both areas. The Library Director, Police Chief and Deputy City Clerk spoke to the needs of their respective departments and the challenges relating to office space and storage needs.

Council member Batcher moved to go into closed session at 7:56 p.m. The subject matter of the closed session will be a strategy session with respect to a potential real estate transaction. The closed session is necessary for the protection of the public interest. TenEyck seconded. Batcher, TenEyck and Lewis voted YES: NO: Ueckert. The motion carried.

Council member Lewis moved to reconvene into regular session at 8:36 p.m. TenEyck seconded. All voted in favor and the motion carried.

The meeting adjourned at 8:37 p.m.


Cindy Grove, Mayor


Cheryl K. Eckerman, City Clerk

**CITY OF VALLEY
MINUTES
SPECIAL MEETING/BUDGET WORKSHOP
August 1, 2023**

Mayor Grove called the meeting to order at 7:00 p.m. In attendance were Mayor Cindy Grove, Council members Chris TenEyck, John Batcher, Linda Lewis, and Bryon Ueckert. Also present: Cheryl Eckerman city clerk, Christie Donnermeyer deputy clerk, Police Chief James Deemer and Andrea Griffin city attorney.

The Pledge of Allegiance was recited.

Visitors & Correspondence – Mayor Grove stated that at this time, any individual may speak on any issues on the agenda or on any agenda items that do not include public hearings. Comments are limited to three minutes for each individual. Visitors may state their comments and should not expect the Council to engage in back and forth dialogue regarding the comments. Unless an agenda item includes a public hearing, no visitors may speak during the business portion of the meeting.

Jim Boucher, 120 E. Hudspith Street, Valley, NE., made comments regarding previous year's budgets and tax requests.

Proof of Publication was provided.

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

Angela Exstrom, 302 S. Park St., Valley, NE, requested permission on behalf of the Valley Days Foundation to shoot off fireworks for Valley Days on Saturday August 12, 2023 at approximately 10:00 p.m. from property owned by the City of Valley located at 210 N. Locust Street.

Council member Ueckert moved to approve the request relating to fireworks as presented by Ms. Exstrom. TenEyck seconded. Ueckert, TenEyck, Lewis and Batcher voted YES. NO: No one. The motion carried.

Rune van den Boogaart, Building Inspector, summarized the need for cleanup and standardization of the verbiage for requirements in the Commercial Overlay District, Landscaping and Screening Requirements and Sign Regulations.

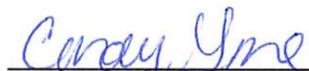
Council member Ueckert introduced, read and moved for passage of Resolution No. 2023-38 authorizing Mayor Grove to execute the letter form agreement with hgm Associates Inc. for overlay district commercial design standards, on behalf of the City of Valley. Batcher seconded.

Ueckert, Batcher, Lewis and TenEyck voted YES: NO: no one. A true, correct and complete copy of said resolution is on file at city hall.

Review of proposed budgets including revenues and expenses for Emergency Management, Bond, Nursing Home, Keno, Community Development (TIF), Sales Tax and Police FY 2023/24 was held.

Upcoming Items: Regular Council Meeting August 8, Budget Workshops August 15, 22 & 29. It was also noted that Valley Days are August 11, 12 and 13th.

The meeting adjourned at 8:00 p.m.



Mayor Cindy Grove



Cheryl K. Eckerman, City Clerk

City of Valley							
Treasurer's Report							
July 2023							
		Cash				Cash	
		Balance	Net Income	Fund 3	Interfund	Balance	Investments
General - Fund 1	<u>Dept</u>	<u>6/30/2023</u>	<u>or (Loss)</u>	<u>Withholdings</u>	<u>Transfers</u>	<u>7/31/2023</u>	<u>7/31/2023</u>
		\$2,677,537.10	(\$687,389.48)			\$1,990,147.62	\$14,474.31
Pines Assessments		\$291,425.12	\$515.78			\$291,940.90	
Bond - Fund 2	021	\$349,344.97	\$7,967.01			\$357,311.98	
C D A	001	\$48,001.08	\$49.89			\$48,050.97	
		\$3,366,308.27	(\$678,856.80)	\$0.00	\$0.00	\$2,687,451.47	
City of Valley							
Pooled Cash							
Proprietary Funds							
		Cash				Cash	
		Balance	Net Income	Fund 3	Interfund	Balance	Investments
Funds		<u>6/30/2023</u>	<u>or (Loss)</u>	<u>Withholdings</u>	<u>Transfers</u>	<u>7/31/2023</u>	<u>7/31/2023</u>
Water/Waste - Fund	024	\$2,262,569.13	\$898,889.69			\$3,161,458.82	\$9,526.43
Cap. Facility Chg.	024	\$1,830,541.68	\$9,244.99			\$1,839,786.67	
		\$4,093,110.81	\$908,134.68	\$0.00	\$0.00	\$5,001,245.49	
		Cash				Cash	
		Balance	Net Income	Fund 3	Interfund	Balance	Investments
	<u>Dept</u>	<u>6/30/2023</u>	<u>or (Loss)</u>	<u>Withholdings</u>	<u>Transfers</u>	<u>7/31/2023</u>	
Fund 4							
Nursing Home	050	\$787,928.72	\$24,917.88			\$812,846.60	
Fund 8							
Keno	056	\$218,455.37	\$9,199.45			\$227,654.82	
Fund 10							
Sales Tax	058	\$3,458,844.50	\$166,276.37			\$3,625,120.87	
ARPA							
		\$341,944.55	\$605.20			\$342,549.75	
		\$4,605,006.30	\$200,998.90	\$0.00	\$0.00	\$5,008,172.04	
Total All Funds		\$12,064,425.38	\$430,276.78	\$0.00	\$0.00	\$12,696,869.00	\$23,968.89

<u>Due Date</u>	<u>Invoice</u>	<u>Lookup</u>	<u>Vendor</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Balance</u>	<u>Amount</u>
8/9/2023	20231720	103	ACCUFUND	software implementation	7/7/2023	593.75	593.75
8/9/2023	76916	232	ADVANCED HEATING & A/C	POLICE DEPARTMENT A/C REPAIR	8/1/2023	109.00	109.00
8/9/2023	522446	1932	AFLAC	INSURANCE	7/12/2023	712.38	712.38
8/9/2023	1WF3-TQXX-4LGV	35184	Amazon Business	LARGE DISH DRYING RACK	7/30/2023	36.99	36.99
8/9/2023	14C6-PM33-1N3K	35184	Amazon Business	CLEAR PLASTIC FORKS	6/19/2023	25.98	25.98
8/9/2023	C-003-22	736	ANDREW SCHNATZ	PERMIT DEPOSIT REFUND	8/1/2023	1,000.00	1,000.00
8/9/2023	203128	104	Aqua-Chem	ATUO CHEMICAL FEED CONTROLLER	7/20/2023	2,200.00	2,200.00
8/9/2023	203160	104	Aqua-Chem	HYPOCHLORITE SOLUTIONS	7/12/2023	811.55	811.55
8/9/2023	203370	104	Aqua-Chem	HYPOCHLORITE SOLUTIONS	7/26/2023	891.30	891.30
8/17/2023	2023-08-02	1153002	ARCHISTRUTURE, MK	Water deposit - 5504 N 284th Cir	8/2/2023	150.00	150.00
8/9/2023	125-922	16716	ART OF A CRAFTSMAN	PERMIT DEPOSIT REFUND	7/25/2023	1,000.00	1,000.00
8/9/2023	2037685146	277930	Baker & Taylor	books	7/25/2023	89.93	89.93
8/9/2023	2037686021	277930	Baker & Taylor	books	7/26/2023	317.95	317.95
8/9/2023	161738	1203	CAPPEL AUTO SUPPLY	POWERATED BELT	7/10/2023	23.99	23.99
8/9/2023	162094	1203	CAPPEL AUTO SUPPLY	FUSE HOLDER SLIDE TERMINAL	7/25/2023	11.48	11.48
8/9/2023	162096	1203	CAPPEL AUTO SUPPLY	gator/sprayer	7/25/2023	8.58	8.58
8/9/2023	162269	1203	CAPPEL AUTO SUPPLY	shop signs	7/31/2023	22.47	22.47
8/9/2023	18374	3708	Carl Jarl Locksmiths	library front door repair	7/18/2023	169.25	169.25
8/9/2023	140-622	7060500	CHARLES THOMAS HOMES	permit deposit refund	7/25/2023	1,000.00	1,000.00
8/17/2023	2023-08-02	7060500	CHARLES THOMAS HOMES	Water service deposit - 28476 Laurel Circle	8/2/2023	150.00	150.00
8/9/2023	65531	4420	Ciaccio Roofing	new roofing city hall	7/31/2023	77,748.00	77,748.00
8/9/2023	1382546	800	CORNHUSKER STATE INDUSTRIES	no parking signs	7/25/2023	104.00	104.00
8/9/2023	1380810	800	CORNHUSKER STATE INDUSTRIES	meeting & computer chairs	7/18/2023	4,374.00	4,374.00
8/18/2023	2023-08-03	5037504	COSTANZO, JORDAN	Water service deposit - 7525 N 285th Cir	8/3/2023	150.00	150.00
8/9/2023	2804	1309	CROUCH RECREATION INC	POLYSTEEL 32 GAL ROUND RECEPTACLE	7/27/2023	1,531.00	1,531.00
8/9/2023		3231	Dohrmann, Kenneth J	DRUG INTERDICTION TRAINING	7/11/2023	245.90	245.90
8/9/2023	july2023	15335	Douglas County Environmental	electrical inspections	8/1/2023	3,810.00	3,810.00
8/9/2023	1921	12100	Eagle Engineering Group LLC	phase 2 street paving	8/3/2023	18,860.00	18,860.00
8/9/2023	1919	12100	Eagle Engineering Group LLC	phase 2 general	8/3/2023	819.95	819.95
8/9/2023	1920	12100	Eagle Engineering Group LLC	phase 2 sanitary sewer storm sewer	8/3/2023	31,780.00	31,780.00
8/9/2023	1911	12100	Eagle Engineering Group LLC	staff meeting planning commission city	8/3/2023	2,357.84	2,357.84
8/9/2023	1909	12100	Eagle Engineering Group LLC	piners concrete replacement	8/3/2023	16,388.61	16,388.61
8/9/2023	1910	12100	Eagle Engineering Group LLC	waring st & lakewood concrete	8/3/2023	6,201.80	6,201.80
8/9/2023	8753603-0	11190	Eakes Office Solutions	ENVELOPES	7/10/2023	71.39	71.39
8/9/2023	8758139-0	11190	Eakes Office Solutions	PAPER PENS NOTE PAD	7/17/2023	85.48	85.48
8/9/2023	8758142-0	11190	Eakes Office Solutions	FILE FOLDERS	7/17/2023	12.86	12.86
8/9/2023	8759654-0	11190	Eakes Office Solutions	FINGER TIPS	7/19/2023	4.79	4.79
8/9/2023	8765306-0	11190	Eakes Office Solutions	CENTERFOLD TOWELS	7/28/2023	100.46	100.46
8/9/2023	474413	11190	Eakes Office Solutions	LIBRARY	7/25/2023	191.05	191.05
8/9/2023	136-522	6043900	ECHELON HOMES LLC	PERMIT DEPOSIT REFUND	7/19/2023	1,000.00	1,000.00
8/9/2023	38443	207	Everett's Auto Repair	REPAIR ALL BRAKE FRONT & REAR PAD &	7/10/2023	1,181.78	1,181.78

8/9/2023	38402	207	Everett's Auto Repair	UNIT 51 REPAIR A/C	6/23/2023	652.90	652.90
8/9/2023	38448	207	Everett's Auto Repair	UNIT 55 SERVICE CAR	7/13/2023	90.33	90.33
8/9/2023	38393	207	Everett's Auto Repair	REPLACE BATTERY CABLE	6/16/2023	104.35	104.35
8/9/2023	38457	207	Everett's Auto Repair	TIRE MOUNT	7/17/2023	29.00	29.00
8/9/2023	38458	207	Everett's Auto Repair	CLEAN TRANSMISSION	7/17/2023	95.00	95.00
8/9/2023	38461	207	Everett's Auto Repair	TEST STARTER & IGNITION SWITCH	7/19/2023	374.34	374.34
8/9/2023	905970732	28563	Evoqua Water Technologies LLC	bioxide-aq meigs lift station	7/7/2023	18,023.25	18,023.25
8/9/2023		220	Farnham & Griffin, P.C., L.L.O.	legals fees	7/31/2023	7,340.42	7,340.42
8/9/2023		2020002	FIRST NEBRASKA BANK	credit card	7/31/2023	2,186.27	2,186.27
8/9/2023		186	First Nebraska Bank (Brainard)	BOND PAYMENT #109	8/1/2023	5,962.50	5,962.50
8/9/2023		203	First State Bank Nebraska	BOND PAYMENT #109	8/1/2023	5,962.50	5,962.50
8/9/2023	98396	619	Five Nines Technology Group INC	agreement	8/1/2023	3,720.50	3,720.50
8/9/2023	39288701	2324	Fremont Winnelson	CLEAR PRIMER URINAL SPUD PURPLE P	8/25/2023	64.36	64.36
8/9/2023	RALT-003-22	4043501	GOLDAPP, STEVE	PERMIT DEPOSIT REFUND	8/1/2023	500.00	500.00
8/17/2023	2023-08-02	6062400	GOOD LIFE HOMES	Water service deposit - 5607 N 292nd Cir	8/2/2023	150.00	150.00
8/9/2023		2058	GREAT PLAINS COMMUNICATIONS	phone services	8/1/2023	827.53	827.53
8/9/2023		2058	GREAT PLAINS COMMUNICATIONS	library phones	8/1/2023	229.37	229.37
8/9/2023	10555	4308	GREAT PLAINS UNIFORMS	pbe ballistics kristin 50.00 owes	7/24/2023	750.00	750.00
8/9/2023	301648357	323	Helena Agri-Ent LLC	ROUNDUP PRO CONCENTRATE	7/27/2023	370.00	370.00
8/9/2023	4261502	9444	Host Coffee Service	WATER COOLER	7/31/2023	28.89	28.89
8/9/2023	4236898	9444	Host Coffee Service	COFFEE CREAM SUGAR	7/6/2023	140.41	140.41
8/9/2023	VALL-0423-ADD-R	45207	IBTS	COMMERCIAL PLAN REVIEW	7/31/2023	2,430.00	2,430.00
8/9/2023	114-322	7045000	IDEAL DESIGNS REMODELING & CONSTRUCTION	PERMIT REFUND DEPOSIT 28612	7/22/2023	1,000.00	1,000.00
8/17/2023	2023-08-02	7045000	IDEAL DESIGNS REMODELING & CONSTRUCTION	Water deposit - 6213 N 295th St	8/2/2023	150.00	150.00
8/9/2023	14278	1937	JEO CONSULTING	PROGRAMMING & PRELIMINARY DESIGN	7/10/2023	1,044.00	1,044.00
8/9/2023	142634	1937	JEO CONSULTING	CONCEPTUAL MASTER PLAN	7/7/2023	2,250.00	2,250.00
8/9/2023		152	JOHN DEERE FINANCIAL	parts//repairs	8/9/2023	24.26	24.26
8/9/2023		325	Kubota of Omaha	core aerator	8/2/2023	4,800.00	4,800.00
8/16/2023	2023-08-01	6052100	LANDMARK PERFORMANCE	Water deposit - 6308 N 289th Cir	8/1/2023	150.00	150.00
8/9/2023	107933	1335	LARM	INSURANCE	7/31/2023	141.85	141.85
8/9/2023	2503677	1210	LAYNE CHRISTENSEN COMPANY	MISC INSTALLATION FITTINGS VALUE	8/9/2023	1,344.06	1,344.06
8/9/2023	1216178	1210	LAYNE CHRISTENSEN COMPANY	2022 water system improvements	7/31/2023	109,511.10	109,511.10
8/9/2023	406134	367	Leads Online	SYSTEM SERVICE PACKAGE	7/15/2023	2,091.00	2,091.00
8/9/2023	6846	11245	League of Nebraska Municipalities	utilities section	8/4/2023	1,112.00	1,112.00
8/9/2023	193557	11245	League of Nebraska Municipalities	municipalities	8/4/2023	24,736.00	24,736.00
8/9/2023	6007205665	842568	LOVE'S TRAVEL STOPS & COUNTRY STORE	FUEL	7/31/2023	746.23	746.23
8/9/2023	6006977334	842568	LOVE'S TRAVEL STOPS & COUNTRY STORE	FUEL	7/10/2023	510.84	510.84
8/9/2023	6007048761	842568	LOVE'S TRAVEL STOPS & COUNTRY STORE	FUEL	7/17/2023	637.59	637.59
8/9/2023	6007209754	842568	LOVE'S TRAVEL STOPS & COUNTRY STORE	FUEL	7/31/2023	162.72	162.72
8/9/2023	6007053893	842568	LOVE'S TRAVEL STOPS & COUNTRY STORE	FUEL	7/17/2023	119.74	119.74
8/9/2023	6007130840	842568	LOVE'S TRAVEL STOPS & COUNTRY STORE	FUEL	7/24/2023	88.30	88.30
8/9/2023	6007125506	842568	LOVE'S TRAVEL STOPS & COUNTRY STORE	FUEL	7/24/2023	574.34	574.34
8/9/2023		6040600	MAJESTIC HOMES	PERMIT DEPOSIT REFUND 5611	10/9/2020	1,000.00	1,000.00
8/17/2023	2023-08-02	6040600	MAJESTIC HOMES	Deposit from Gworks for 5709 N 292nd Cir	8/2/2023	96.54	96.54
8/9/2023	112141	1306	Marking Refrigeration INC	ICE MACHINE	8/2/2023	275.00	275.00

8/9/2023	77146	1318	MENARDS - ELKHORN	DECK COMBO GREEN TREATED DOGEAR	7/14/2023	447.66	447.66
8/9/2023	76961	1318	MENARDS - ELKHORN	55 GAL/15 CT IRONHOLD	7/12/2023	148.86	148.86
8/9/2023	52483	1317	Menards- Fremont	Supplies	7/12/2023	334.64	334.64
8/9/2023		1313	Michael Matzen	CLEANING	8/1/2023	823.90	823.90
8/17/2023	2023-08-02	4218000	MIDWEST DWELLINGS LLC	Water service deposit - 1108 Valley View St	8/2/2023	150.00	150.00
8/9/2023	504130138	715733	Midwest Tape LLC	dvd	7/28/2023	44.98	44.98
8/9/2023	890	164	Municipal Code Services	UTILITIES/ DELINQUENCY FEE	8/2/2023	100.00	100.00
8/9/2023		2147	Mutual of Omaha	INSURANCE	8/1/2023	2,831.28	2,831.28
8/9/2023	2314	1457	Nebraska Sweeping Inc	RESIDENTIAL	8/1/2023	3,339.57	3,339.57
8/9/2023	8001	3016003	NELSON, MONTE	PERMIT DEPOSIT REFUND	8/1/2023	500.00	500.00
8/9/2023	08-22-67	1505	Olmsted & Perry Consulting Engineers Inc.	2022 well improvement	8/1/2023	8,411.76	8,411.76
8/9/2023	06-23-03	1505	Olmsted & Perry Consulting Engineers Inc.	water funding admin. services	8/1/2023	760.00	760.00
8/9/2023		3065	OPPD	electricity	8/2/2023	18,047.84	18,047.84
8/9/2023	43262	1617	PEOPLESERVICE INC	WATER/WASTEWATER SERVICES	7/15/2023	32,197.00	32,197.00
8/18/2023	2023-08-03	2034018	PLESKAC, JEROME	Water deposit - 410 E Gardiner St	8/3/2023	81.87	81.87
8/9/2023	723219	208	Publication Printing	PARKING CITATION BOOKS	7/27/2023	375.25	375.25
8/9/2023	723169	208	Publication Printing	TINTED WINDOW ENVELOPES	7/19/2023	137.55	137.55
8/9/2023	732404	1841	Rasmussen Welding	iron repair bucket	4/4/2023	790.00	790.00
8/9/2023	38176	314	ROB'S OIL COMPANY INC	DIESEL FUEL	7/28/2023	1,718.33	1,718.33
8/9/2023		2420	SID DILLON	2023 CHEVY SILVERADO	7/14/2023	68,500.00	68,500.00
8/9/2023	131352028-002	24110	SITEONE LANDSCAPE SUPPLY	TREEDIAPER	7/10/2023	544.63	544.63
8/9/2023	22-75	2821	SPENCER MANAGEMENT LLC	the pines subdivision lakewood waring,	8/3/2023	243,168.75	243,168.75
8/9/2023	154770	2019	The Daily Record	publications	7/15/2023	58.64	58.64
8/9/2023	154567	2019	The Daily Record	publications	7/21/2023	26.64	26.64
8/9/2023	154566	2019	The Daily Record	publications	7/21/2023	26.64	26.64
8/9/2023	154568	2019	The Daily Record	publications	7/21/2023	20.24	20.24
8/9/2023	154418	2019	The Daily Record	publications	7/17/2023	20.88	20.88
8/9/2023	154419	2019	The Daily Record	publications	7/17/2023	30.48	30.48
8/9/2023	154195	2019	The Daily Record	publications	7/10/2023	36.24	36.24
8/9/2023	154417	2019	The Daily Record	publications	7/17/2023	21.52	21.52
8/9/2023	154733	2019	The Daily Record	publications	7/28/2023	23.04	23.04
8/9/2023	154734	2019	The Daily Record	publications	7/28/2023	53.09	53.09
8/9/2023	154735	2019	The Daily Record	publications	7/28/2023	140.56	140.56
8/18/2023	2023-08-03	1013012	THOMPSON, REID	Water deposit - 104 N West St	8/3/2023	150.00	150.00
8/9/2023	469359	2004	TSC	SPRAY TIP	7/23/2023	39.99	39.99
8/9/2023		6100	TWIN RIVERS YMCA	pool management fees and salaries	8/1/2023	12,050.33	12,050.33
8/9/2023	954262	321	UMB Bank	fees	7/21/2023	49.16	49.16
8/9/2023	37	7304	VALLEY ACE HARDWARE	AUTO NATURAL SHINE POLISHING	7/12/2023	18.98	18.98
8/9/2023	6690023T054	679859	Waste Connections of Nebraska Inc	garbage pickup	8/1/2023	265.84	265.84
8/9/2023	22915	2	WIESE PLUMBING & EXCAVATING INC	vac & clean lift station 29 ginger woods	7/7/2023	1,584.00	1,584.00
8/9/2023	49702	2342	Window Pro	window cleaning	7/10/2023	20.00	20.00
8/9/2023		2175001	YMCA OF GREATER OMAHA	Dues	7/31/2023	20.00	20.00
8/9/2023	r-004-23	6048901	ZAVADIL, BILL & KARLA	permit deposit refund	8/1/2023	500.00	500.00
						777,551.14	777,551.14

City of Valley

Employee	Hours	Employee Total	Employer Total
Simple IRA 2023			
Clark, Caleb	17.48	\$425.60	\$27.65
Deemer, James	160.00	\$393.34	\$393.34
Dohrmann, Kenneth	194.42	\$411.60	\$411.60
Donnermeyer, Christie	172.73	\$465.32	\$279.19
Dunham, David	160.73	\$347.20	\$347.20
Eckerman, Cheryl	164.53	\$300.15	\$300.15
Eggen, Doug	160.00	\$624.96	\$312.48
Emmi, Sarah	160.08	\$101.09	\$101.09
Hempel, Michael	152.12	\$284.30	\$284.30
Jones, Kristin	175.04	\$329.99	\$329.99
Kreager, Shane	160.03	\$227.23	\$227.23
Musson, James	165.23	\$238.25	\$238.25
Ratigan, Patrick	159.88	\$179.76	\$179.76
Sheets, Tim	166.10	\$287.77	\$287.77
Sorensen, Lori	122.47	\$306.17	\$183.71
Spinar, Stacy	162.35	\$112.36	\$112.36
Stewart, Samantha	161.93	\$215.54	\$215.54
Van Den Boogaart, Jeroen	165.30	\$556.76	\$334.06
Willmann, Geoffrey	163.00	\$253.76	\$253.76

Grand Total

Total Count: 19

Grand Total:

2,943.44

\$6,061.15

\$4,819.43



Commission Summary

Date 7/6/2023

City of Valley

6/16-6/30/2023



Paid to

Description	Amount
	4,529.09

Amount \$4,529.09

Commission Summary

Date 7/19/2023

City of Valley

7/1-7/15/2023



Paid to

Description	Amount
	4,297.25

Amount \$4,297.25

July 2023 Keno Receipts
\$8,826.34

Date: August 3, 2023
To: City of Valley
From: Jeremy Beam, Lead Operator
O & M Report: July 2023

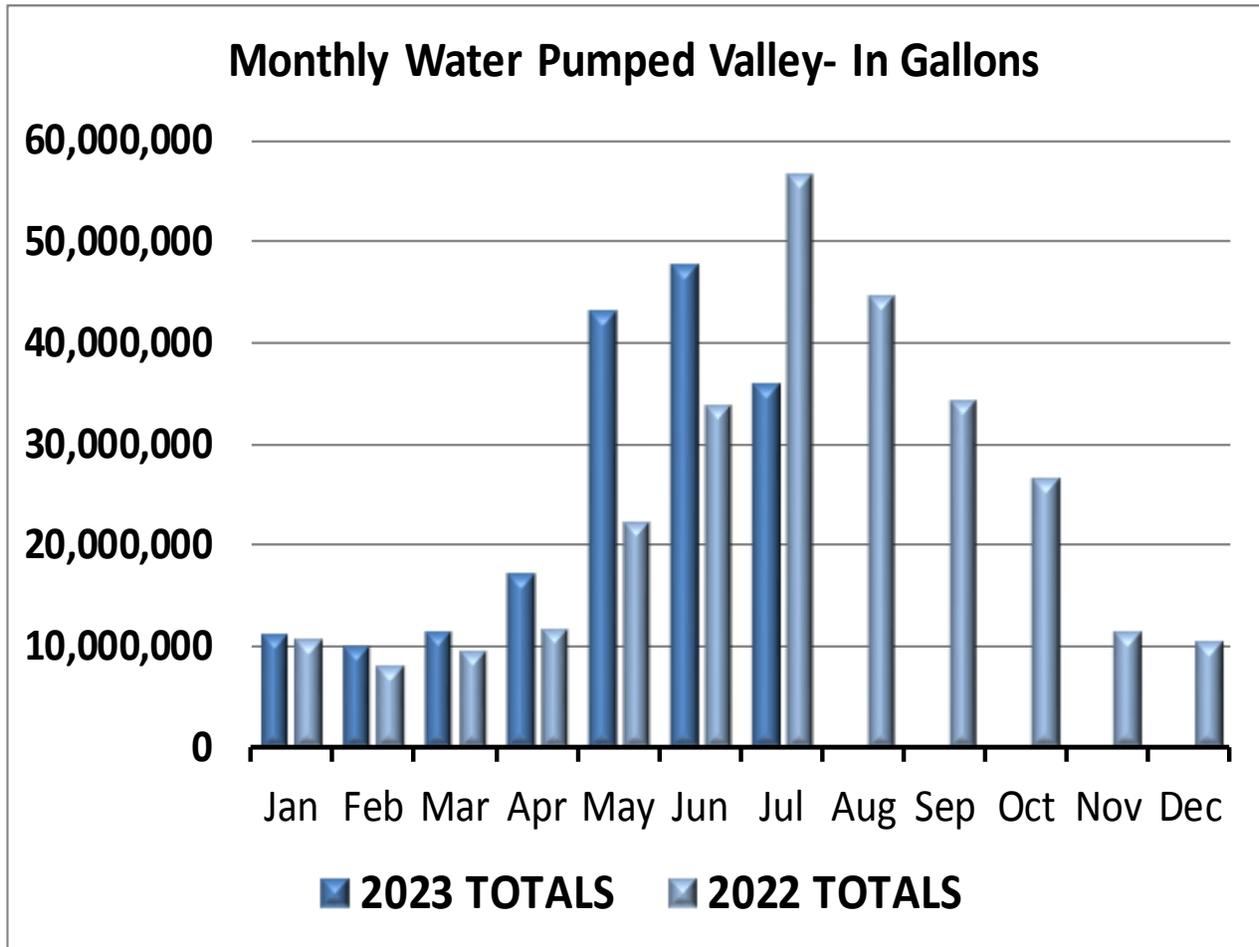
Water Operation & Maintenance

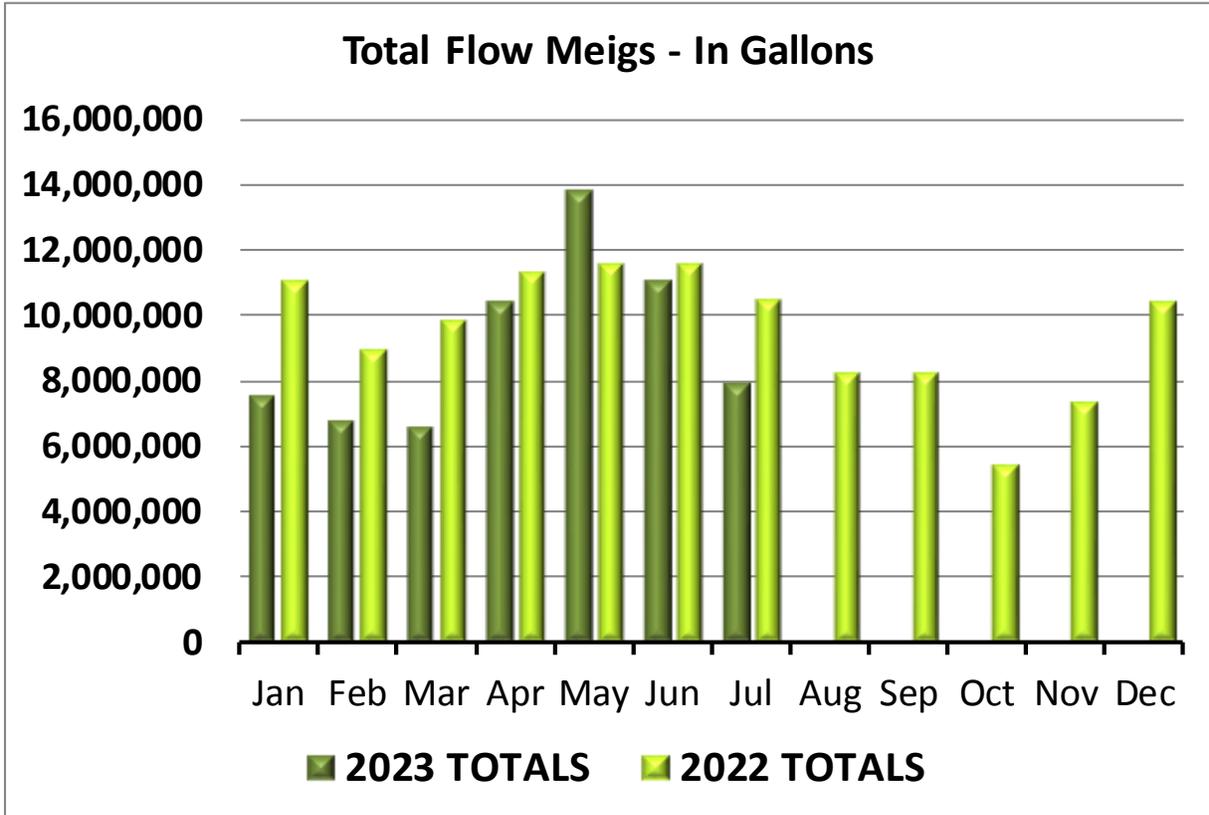
- We worked on the meter list for meters that are not reading. We are having a problem with people calling us back. We have also tagged their houses to call us and not getting very good response. We will be continuing our efforts to make contact and repair meters.
- We are still waiting on meter parts for the business and for pit meters. Once they arrive they will be installed.
- We put out shutoff notices on Monday, July 24th. On Tuesday the 25th we shutoff 8 residents for none payments. Meters were read on the Wednesday the 26th.
- We have looked at a few residence meters this month for high usage. When investing the usage I have found people are having problems with toilets running.
- On the Monday the 24th Jetco, West-E-Con, and Nevert were at the water plant working on the controls and the chemical rooms. All chemical pumps and controls are in place. Jetco is in the process of writing the new programs for all the upgrades being done to the plant. They could not load it because there is something going on with the IT part of the computer that runs the system. They worked on it Wednesday, August 2nd, but we have not heard what they have found. Plumbing was completed in the chemical room for the new chemical system.
- On Thursday the 27th the actuators were delivered. We waited until Monday the 31st to put them in. We are having issues with the controls and therefore are still operating with three filters.
- 128 locates were completed this month.
- Monthly work orders were completed for the month.

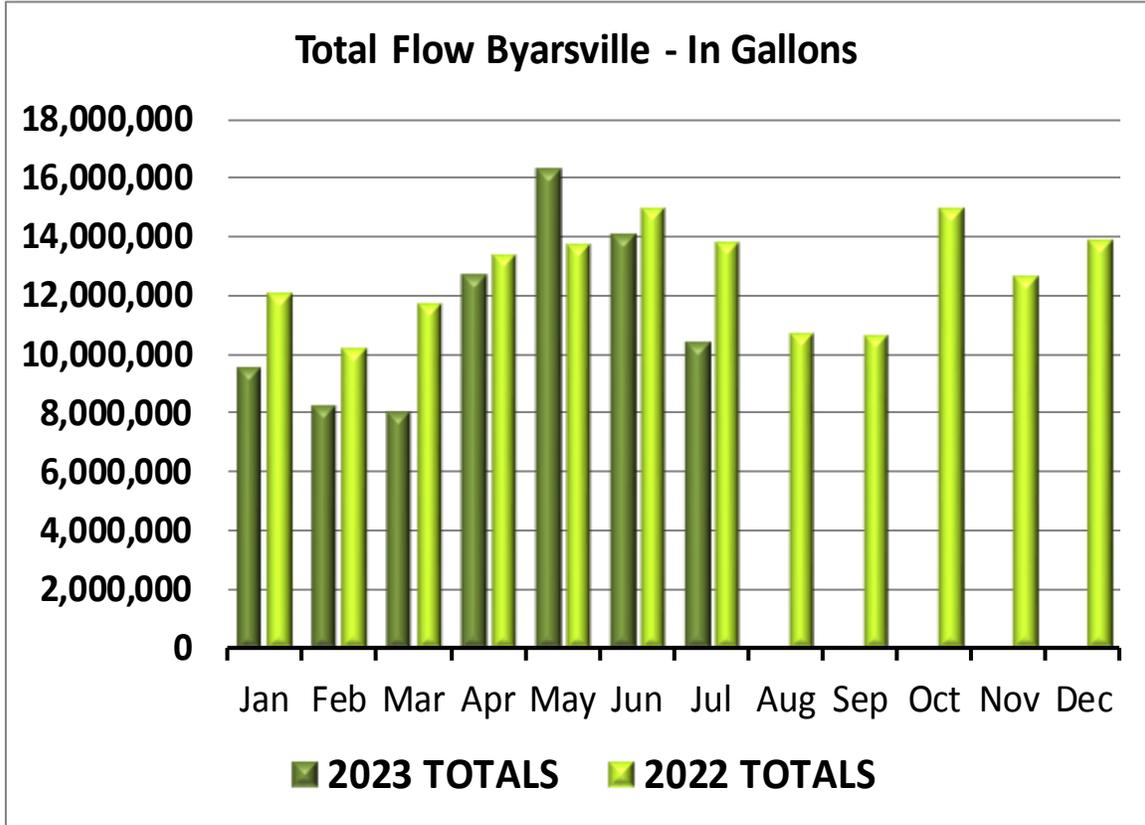
Wastewater Operation & Maintenance

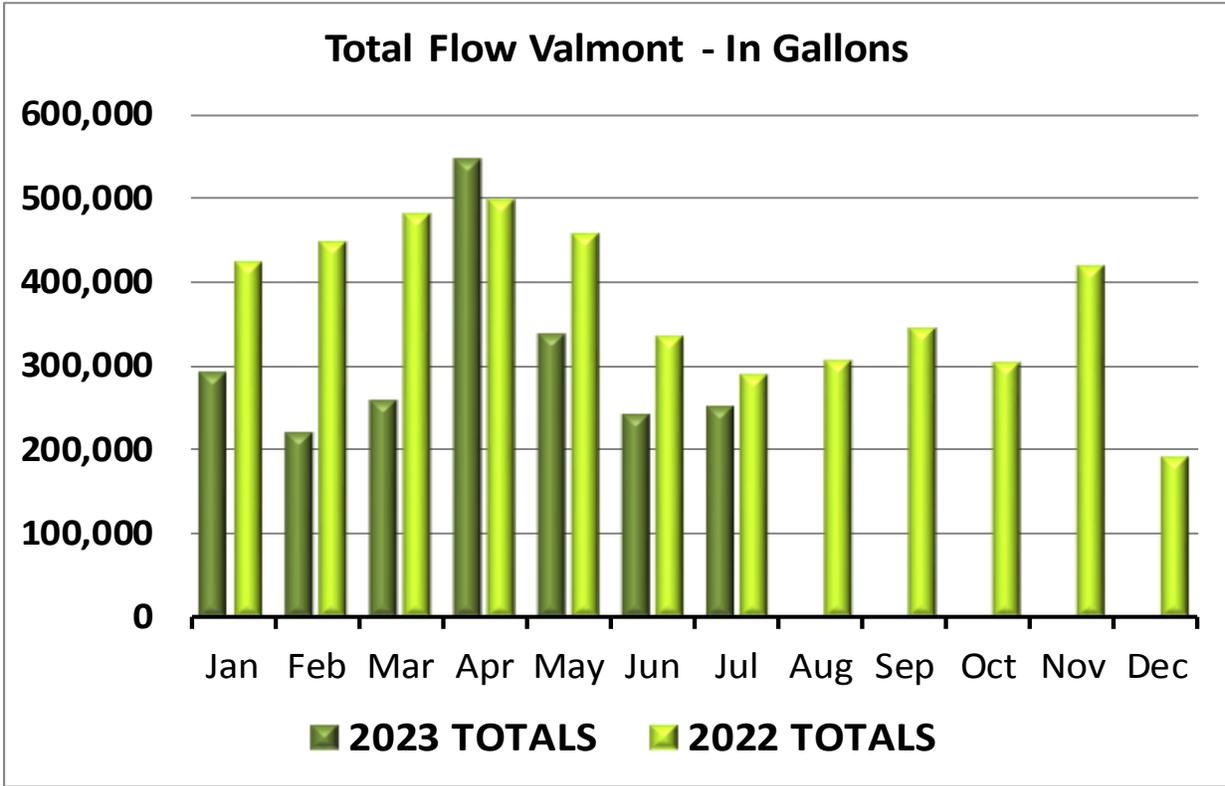
- Monthly work orders were completed for the month.
- We trained the Public Works guys on how to operator the jet machine so they can clean out the storm sewer and culverts.
- The week of the 17th we had multiple days where Bluewater lift stations #4 and #5 went to high level and pumps were not working. We pulled the pumps in #4 once and #5 three times. The pumps in #5 needs replaced and are having a lot of issues with overheating and tripping out. We have ordered new pumps for this lift station. On the 20th we called Trekk to vac out lift stations #4 and #5 and that has seemed to help with the pumps plugging.
- On the 27th Trekk completed vac and clean of all the Bluewater lift stations and Mallard Landing lift stations. There was a lot of sludge on the bottom, which makes the pumps work harder and possibly plug.

Water	Units	July-23	June-23	July-23
Total Monthly Pumped Valley	gallons	36,099,000	47,698,000	36,099,000
Daily Average Pumped Valley	gallons	1,105,000	1,457,000	1,105,000
Average Fluoride Residual	mg/L	0.00	0.00	0.00
Fluoride used	lbs	87.20	304.10	87.20
Average Chlorine Residual	mg/L	0.40	0.38	0.40
Chlorine used	lbs	101.10	412.30	101.10
Potassium Permanganate	lbs	1,357.00	684.30	1,357.00
Wastewater				
Effluent Flow				
Total Flow Meigs Street	gallons	7,963,000	11,094,000	7,963,000
Avg Daily Flow Meigs Street	gallons	256,000	370,000	256,000
Total Flow Byarsville	gallons	10,433,000	14,093,000	10,433,000
Avg Daily Flow Byarsville	gallons	336,500	470,000	336,500
Total Flow Valmont	gallons	252,000	242,000	428,780
Avg Daily Flow Valmont	gallons	8,130	8,000	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	16.10	18.80	16.10
Country Aire (#1) Total Runtime	hours	33.90	24.40	32.00
Legacy Valley Total Runtime	hours	73.20	57.20	31.20
Legacy Valley Avg Daily Runtime	hours	2.36	1.84	1.00
Valley Shores (1) Pump 1 Total Run	hours	17.00	20.80	27.10
Valley Shores (1) Pump 2 Total Run	hours	14.70	19.90	24.00
Valley Shores (2) Pump 1 Total Run	hours	40.00	50.80	113.80
Valley Shores (2) Pump 2 Total Run	hours	0.00	0.00	119.20
Valley Shores (3) Pump 1 Total Run	hours	7.60	10.40	6.30
Valley Shores (3) Pump 2 Total Run	hours	9.20	12.90	6.10
Regional Pump #1 Total Runtime	hours	674.60	0.00	674.60
Regional Pump #2 Total Runtime	hours	674.50	0.00	674.50
Mallard (1) Pump 1 Total Runtime	hours	10.10	0.20	10.10
Mallard (1) Pump 2 Total Runtime	hours	10.90	10.30	10.90
Mallard (2) Pump 1 Total Runtime	hours	0.00	12.10	0.00
Mallard (2) Pump 2 Total Runtime	hours	9.00	13.30	9.00
Mallard (3) Pump 1 Total Runtime	hours	28.20	24.90	28.20
Mallard (3) Pump 2 Total Runtime	hours	40.80	22.70	40.80
Mallard (4) Pump 1 Total Runtime	hours	30.20	47.50	30.20
Mallard (4) Pump 2 Total Runtime	hours	32.80	45.40	32.80
Bluewater (1) Pump 1 Total Runtime	hours	15.50	18.90	15.50
Bluewater (1) Pump 2 Total Runtime	hours	17.90	18.90	17.90
Bluewater (2) Pump 1 Total Runtime	hours	129.20	181.40	129.20
Bluewater (2) Pump 2 Total Runtime	hours	48.50	65.50	48.50
Bluewater (3) Pump 1 Total Runtime	hours	70.00	50.70	70.00
Bluewater (3) Pump 2 Total Runtime	hours	24.00	45.70	24.00
Bluewater (4) Pump 1 Total Runtime	hours	88.20	163.70	88.20
Bluewater (4) Pump 2 Total Runtime	hours	20.40	153.60	20.40
Bluewater (5) Pump 1 Total Runtime	hours	54.30	21.40	54.30
Bluewater (5) Pump 2 Total Runtime	hours	215.90	134.30	215.90
Bluewater (6) Pump 1 Total Runtime	hours	17.10	19.90	17.10
Bluewater (6) Pump 2 Total Runtime	hours	340.00	359.90	340.00
Bluewater (7) Pump 1 Total Runtime	hours	9.70	10.50	9.70
Bluewater (7) Pump 2 Total Runtime	hours	9.70	10.30	9.70
Ginger Cove (1) Pump 1 Total Runtime	hours	Comm Fail	30.40	37.41
Ginger Cove (1) Pump 2 Total Runtime	hours	Comm Fail	57.90	32.61
Ginger Cove (2) Pump 1 Total Runtime	hours	Comm Fail	0.00	27.90
Ginger Cove (2) Pump 2 Total Runtime	hours	Comm Fail	24.80	68.10
Ginger Cove (3) Pump 1 Total Runtime	hours	Comm Fail	0.00	51.40
Ginger Cove (3) Pump 2 Total Runtime	hours	Comm Fail	0.00	29.80
Ginger Woods (1) Pump 1 Total Runtime	hours	Comm Fail	5.00	2.50
Ginger Woods (1) Pump 2 Total Runtime	hours	Comm Fail	4.90	2.50
Ginger Woods (2) Pump 1 Total Runtime	hours	Comm Fail	14.50	11.19
Ginger Woods (2) Pump 2 Total Runtime	hours	Comm Fail	0.00	11.19
Ginger Woods (3) Pump 1 Total Runtime	hours	Comm Fail	188.00	48.00
Ginger Woods (3) Pump 2 Total Runtime	hours	Comm Fail	85.20	48.00
Flat Water LS (1) Pump 1 Total Runtime	hours	3.20	5.50	48.00
Flat Water LS (1) Pump 2 Total Runtime	hours	2.90	5.60	48.00
Flat Water LS (2) Pump 1 Total Runtime	hours	7.60	10.80	48.00
Flat Water LS (2) Pump 2 Total Runtime	hours	1.30	0.00	48.00
Flat Water LS (3) Pump 1 Total Runtime	hours	5.70	6.20	48.00
Flat Water LS (3) Pump 2 Total Runtime	hours	6.10	6.50	48.00
West Street LS (1) Pump 1 Total Runtime	hours	0.00	0.10	48.00
West Street LS (1) Pump 2 Total Runtime	hours	0.00	0.10	48.00
Rainwater Pump 1 Total Runtime	hours	0.00	0.00	0.00
Rainwater Pump 2 Total Runtime	hours	0.00	0.00	0.00









**Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Maintenance Budget	\$29,736.00	\$14,807.00	50%	75%
Total	\$29,736.00	\$14,807.00	50%	100%

****These are June 2023 budget numbers. July budget numbers are not yet available.**

JULY WORK ORDERS COMPLETED

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



7/6/2023	2 INCH TRASH PUMP #2	5029 Valley, NE	Inspection
7/6/2023	3 INCH TRASH PUMP #2	5029 Valley, NE	Inspection
7/6/2023	2 INCH TRASH PUMP #3	5029 Valley, NE	Inspection
7/6/2023	LIFT STATION #1-VALLEY,NE SYST	5029 Valley, NE	LS Monthly PM
7/4/2023	VALLEY SHORES LIFT STATION 1	5029 Valley, NE	LS Monthly PM
7/4/2023	VALLEY SHORES LIFT STATION 2	5029 Valley, NE	LS Monthly PM
7/4/2023	VALLEY SHORES LIFT STATION 3	5029 Valley, NE	LS Monthly PM
7/4/2023	VALMONT LIFT STATION	5029 Valley, NE	LS Monthly PM
7/4/2023	WATER PLANT EMERGENCY GENERATOR	6029 Valley, NE	Service Equipment
7/3/2023	AIR COMPRESSOR	6029 Valley, NE	Inspection
7/3/2023	FIRST AID KIT	6029 Valley, NE	Inspection
7/3/2023	HARNESS	6029 Valley, NE	Inspection
7/3/2023	HOIST AND WINCHES	6029 Valley, NE	Inspection
7/3/2023	LADDERS	6029 Valley, NE	Inspection
7/3/2023	PORTABLE GAS MONITOR	6029 Valley, NE	Calibrate Equipment
7/3/2023	TRIPOD	6029 Valley, NE	Inspection
7/3/2023	FIRE EXTINGUISHERS	6029 Valley, NE	Inspection

Valley Cemetery Board
Valley City Hall
July 20th, 2023, 6:30pm

Meeting Minutes

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

Meeting called to order at: 6:36pm

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

There were no corrections to the previous minutes.

Minutes approved by Kurt

Seconded by: Betty

All in favor, motion carried.

OLD BUSINESS:

Linda George dedication:

Dean went to Fremont Monument in May to ask for stone to be mounted before dedication in September (family preference is September 16th for the dedication event)- it was not present at the cemetery on Monday 7/17. Dean will reach out again (invoice is paid) and has asked Cheryl Eckerman to reach out as well

Confirmed: Trumpet- Roger Dill, speaker- Candy Martin

Gerri will reach out to pastor at the Lutheran Church when time and date are confirmed

Kurt reached out to Cheryl about the flag pole light- sent proof of approval for purchase from the previous year and sent a link to purchase it. It may need to be approved again

48 State Tour-

The group expressed praise for the success of the event and gratitude to the city public works staff for their assistance with the event as well as mayor Cindy for supplying tents, cleaning supplies and a cooler from the Valley Days Foundation. Additional thanks goes out to the Valley Fire Department for supplying chairs and tables for the event, and to Dick's Valley Market for donating lunch and bottled water for participants. Six monuments were improved in different ways; including cleaning, foundation repair, leveling and reassembly. The event was successful and a letter from a participant was received as well as emails of videos taken by another participant. Participants came

from Valley, Albion NE, Arlington NE, and Sioux City, IA. Krista has cleaning supplies at her house for future cleaning days.

Volunteers-

DCW does not require high school students to volunteer, but National Honor Society students are required to volunteer. Krista will help any interested students to assist with cemetery book duplication and cemetery monument cleaning. Kurt will reach out to a contact he has for a scout troop that may want to do a project with our cemetery.

Snide property-

June 6th Gerri spoke with Rune about the city administrator's departure- Rune will take over the process about addressing the nuisance property. Rune will have to speak with the city attorney about property. Specific factors will come into play
July 20th update- city council will review the ordinance and vote at the August meeting. Kurt shared the proposed ordinance #794 with group via email and in the meeting

Wreaths Across America-

Kurt emailed all members a link to the WOA site. Members are asked to look it over and the board will try to initiate participation for 2024.

NEW BUSINESS:

None presented.

Dean made a motion for the next meeting to be **Thursday August 24th at 6:30pm**. The following meeting will be **Thursday September 7th at 6:30pm**.

Kurt made the motion to adjourn, Dean seconded.

Meeting adjourned at 7:35pm.

Meeting minutes recorded by board secretary Krista Lewis.

May 25, 2023 Valley Public Library Board of Trustees Minutes

Call to Order: President, Kyle Held, called the meeting to order at 6:31 p.m.

Roll Call: Trustees answering roll call: Theresa Samson, Kyle Held, Moria Winters, James Musson . 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. Nays: None. Motion carried 4-0. There were no consent agenda items which required approval.

Recognition of Visitors/Correspondence: None

Public Comment: None.

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

Reports

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

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

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

D. **Foundation:** None

Old Business:

A. Friends Revitalization Committee - Librarian, S. Stewart gave update.

New Business

A. Summer Reading Preview - S. Stewart provided a detailed plan for the summer reading program. It will run June 1 - July 31st.

Comments and Announcements by Board Members: None

Meeting Adjournment was announced by President, K. Held at 7:06 p.m.

Next meeting will be July 13 at 6:30pm.

Respectfully submitted,

Theresa Samson, secretary

July 13, 2023 Valley Public Library Board of Trustees Minutes

Call to Order: President, Kyle Held, called the meeting to order at 6:33 p.m.

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

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 website . 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 M. Winters seconded by J. Musson. Yeas: K. Held, M. Winters , and J. Musson. Nays: None. Motion carried 3-0. 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 J. Musson, seconded by M. Winters. Yeas: K. Held , J. Musson, and M. Winters. Nays: none. Motion carried 3- 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** – Friends had a meeting 7/13, and are planning for a general meeting in October where they will elect new officers and have entertainment about Willa Cather.

New Business

A. **Strategic Plan Update** – We are doing a good job of keeping up with our strategic plan. We've met several of the objectives set, and will plan to focus on logo design and new resident outreach next.

Comments and Announcements by Board Members:
None.

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

Next meeting will be September 14, 2023 at 6:30pm.

Respectfully submitted,

Sami Stewart, acting as Secretary

DAILY RECORDS**July 2023**

		This month	Last month	Last year
LIBRARY VISITS:				
	Adults	360	402	288
	Children	779	958	667
Computers	Adults	26	33	36
	Children	63	89	32
Fax/Copies		45	29	21

Reference transactions (indicate nature of question)

Locating Library Materials 65, Readers' Advisory 39, Account info and renewals 26, Technology Assistance 60, Local Info 26, General Info 411.

	Total	627	572	210
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PROGRAM ATTENDANCE:

	Adults	68	40	37
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7/1 Knitting – 7; 7/8 Knitting – 7; 7/13 Friends Meeting – 5; 7/13 Cake Pops – 19; 7/13 Library Board Meeting – 4; 7/15 Knitting – 5; 7/17 Book Club – 8; 7/22 Knitting – 6; 7/29 Knitting – 7;

	Teens	10	10	2
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7/12 D&D – 4; 7/26 D&D – 6;

	Children	571	675	474
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Weekly Scavenger Hunts – 114; 7/3 YMCA Visit – 12; 7/5 Kindness Rocks – 15; 7/6

YMCA Visit – 26; 7/7 LEGO Club – 8; 7/11 Summer Science – 24;

7/12 YMCA Visit – 19; 7/12 DC West Visit – 5; 7/12 Slime – 53; 7/13 YMCA Visit – 15;

7/14 LEGO Club – 11; 7/18 YMCA Visit – 20; 7/18 Summer Science – 31; 7/19 YMCA

Visit – 21; Stomp Chomp Roar – 51; YMCA Visit – 21; 7/21 LEGO Club – 12;

7/24 YMCA Visit – 20; 7/25 YMCA Visit – 16; Summer Science – 27;

7/28 LEGO Club – 12;

7/26 Ice Cream Party – 23;

	Pre-K	17	42	15
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7/3 Storytime – 4; 7/10 Storytime – 3; 7/17 Storytime – 4; 7/24 Storytime – 7;

7/31 Storytime – 6;

	Total	666	767	528
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New patrons (indicate Valley, other Douglas Co., non-DC)

Valley 10, other DC 3, Non DC 0

Total		13	15	12
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Volunteers/hours		3/40	2/16	0/0
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MATERIALS CHECKED OUT:

Adult		1212	963	762
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Children		2619	2104	1475
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Overdrive		278	250	266
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CITY OF VALLEY

VALLEY PLANNING COMMISSION MINUTES

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

July 18, 2023
Valley City Hall
4:30 p.m.

Members Present: Larry Bottger, Chairman, Duane Prorok, Brian Foutch, Scott Burke, Mark Conrey, Greg Sunde, and Jim Tomanek.

Members Absent: Greg Kava and Jeremy Mayer.

City Representatives Present: Cindy Grove, Mayor, Cheryl Eckerman, City Clerk, Christie Donnermeyer, Deputy City Clerk and Andrea Griffin, City Attorney, Greg Perry, City Engineer.

ITEM 1: Call to Order.

ITEM 2: Proof of Publication.

ITEM 3: Public Hearing Opened at 4:35

Item B: Final Plat Still Water Lake, Lots 24-49 and Outlot C. Both Bob Hampton and Ann Post spoke in favor of the final plat.

Public Hearing was adjourned at 4:40

After much discussion a motion was made by Bottger, seconded by Foutch to recommend approval of the final plat for Still Water Lake – Phase 2. All in favor – motion carried. Absent Kava and Mayer.

Public Hearing opened at 4:41

Item A: Still Water Lake – Lots 44-49 and Outlot C – request for rezoning from C-3 Highway Commercial to CMD Cluster Mixed Use and R-3 Lakefront Residential. Ann Post, Bob Hampton, and John Coolidge, Lamp Rynearson spoke about parking, lighting, signage, and façade requirements.

Public Hearing adjourned at 4:56

After much discussion a motion was made by Foutch, seconded by Burke to recommend approval of the following:

1. Rezoning Lots 24-43, Still Water Lake, to R-3 (Lakefront Residential)
2. Rezoning Lots 44-49 and Outlot C, Still Water Lake, to CMD (Cluster Mixed Use), to be attached to the underlying C-3 Zoning, and to recommend approval of the Mixed Use Agreement subject to continuing discussions with the Developer regarding specific design criteria contained therein. The Planning Commission recommends that no less than 50 percent of the front of any building and no less than 25 percent of the side of any building shall be brick, stone textured CMU, or other acceptable durable modern materials approved by the City.

All in favor – motion carried. Absent Kava and Mayer.

Item C: Cole Groteluschen request for conditional use permit for pole barn. Advised prior to the meeting that a conditional use permit was not necessary of this request. No action necessary.

Motion to adjourn by Conrey, seconded by Tomanek. All in favor – motion carried. Absent: Greg Kava and Jeremy Mayer.

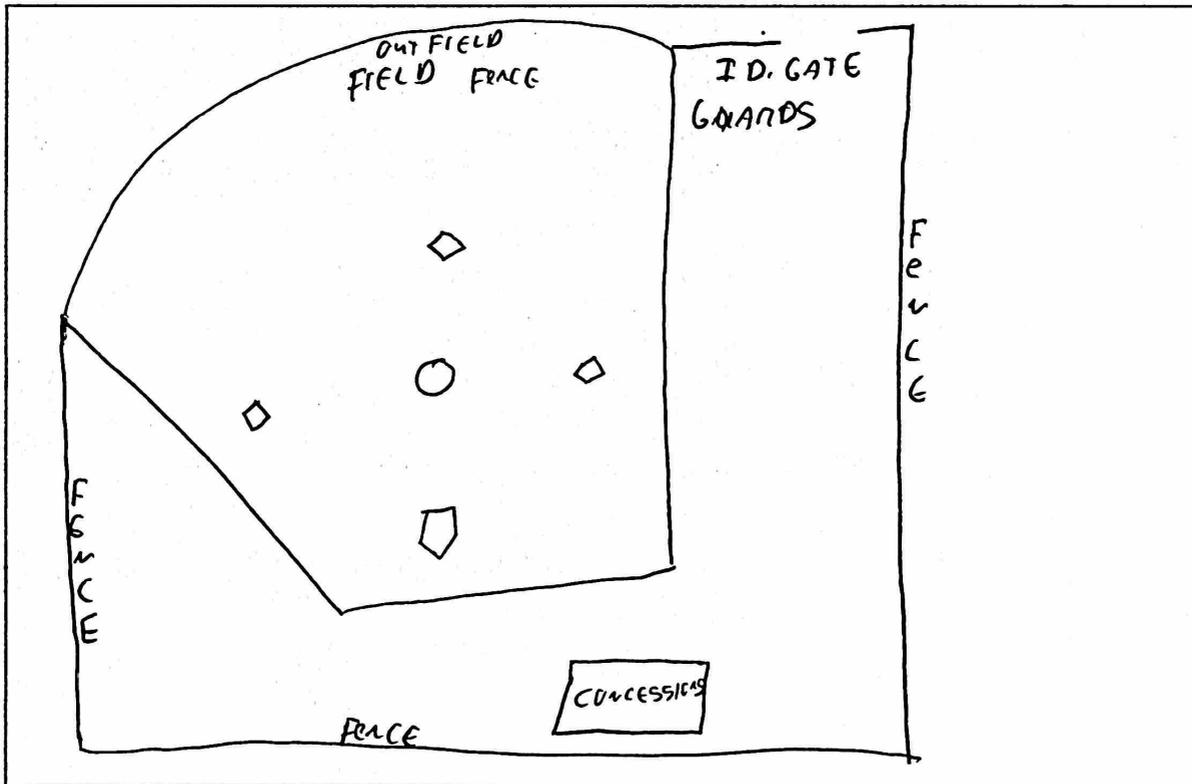
Christie Donnermeyer
Deputy City Clerk
City of Valley

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED OFF DUTY POLICE OFFICERS

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

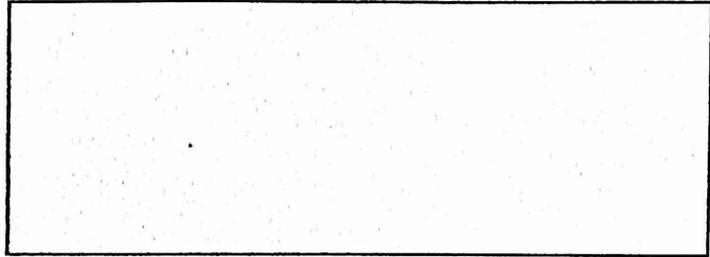
DIAGRAM OF PROPOSED AREA:



- * WE WILL LOCK LEFT FIELD
- * ADMITTANCE ONLY AT I.D. GATE
- * OVER 21 WILL HAVE WRISTBANDS
- * BEER SOLD BY 21+ ADULTS @ CONCESSION STAND
- * LEGION BOARD WILL BE PRESENT FOR WHOLE GAME.

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

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



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

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

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

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

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

WATERICO VALLEY REC

NAME OF CORPORATION

27-1650596

FEDERAL ID NUMBER

Rudy Wozniak

SIGNATURE OF TITLE OF CORPORATE OFFICERS

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

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

NOTARY PUBLIC SIGNATURE & SEAL

ORDINANCE NO. 794

AN ORDINANCE REPEALING CHAPTER 2, ARTICLE VI OF THE VALLEY MUNICIPAL CODE. AN ORDINANCE ADOPTING REVISED CHAPTER 2, ARTICLE VI TO AMEND THOSE PROVISIONS RELATING TO UNSAFE/DANGEROUS STRUCTURES; AN ORDINANCE REPEALING CHAPTER 2, ARTICLE VI OF THE VALLEY MUNICIPAL CODE. AN ORDINANCE ADOPTING REVISED CHAPTER 8, ARTICLE VII RELATING TO UNSAFE/DANGEROUS STRUCTURES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH.

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

Section 1. Chapter 2, Article VI of the Valley Municipal Code is hereby repealed in its entirety.

Section 2. A new Chapter 2, Article VI of the Valley Municipal Code is hereby adopted as follows:

ARTICLE VI – WEEDS, JUNK CARS, LITTER AND DANGEROUS STRUCTURES REGULATIONS

SECTION 2-601: WEEDS AND GRASSES, LITTER; DEFINITIONS

1. The terms "weeds, grasses or worthless vegetation" shall mean any weed or grass growth of more than 12 inches in height, or 8 inches as provided in Section 2-602. Weeds shall include but not be limited to bindweed, puncture vine, leafy spurge, Canada thistle, perennial peppergrass, Russian knapweed, Johnson grass, nodding or musk thistle, quack grass, perennial sow thistle, horse nettle, bull thistle, buckthorn, hemp plant and ragweed.
2. The term "litter" shall include, but not be limited to:
 - A. Trash, rubbish, refuse, garbage, paper, rags and ashes;
 - B. Wood, plaster, cement, brick or stone building rubble;
 - C. Grass, leaves and worthless vegetation;
 - D. Offal and dead animals;
 - E. Any machine, vehicle or parts of a machine or vehicle which have lost their identity, character, utility or serviceability as such through deterioration, dismantling or the

ravages of time, are inoperative or unable to perform their intended functions, or are cast off, discarded or thrown away or left as waste, wreckage or junk;

- F. Any motor vehicle not housed in a storage or other building and not being currently licensed.

SECTION 2-602: PUBLIC NUISANCE; GRASSES OR WEEDS

It is hereby declared to be a public nuisance to permit grasses to grow in excess of 12 inches or to permit weeds of any height to be grown on any property within the corporate limits of the City. It shall also be a public nuisance to maintain any growth of 8 inches or more in height of weeds, grasses or worthless vegetation on any lot or piece of ground located within the corporate limits during any calendar year if, within the same calendar year, the City has previously acted to remove weeds, grasses, or worthless vegetation exceeding 12 inches in height on the same lot or piece of ground and had to seek recovery of the costs and expenses of such work from the owner. (Am. by Ord. No. 603, 1/12/10)

SECTION 2-603: PUBLIC NUISANCE; LITTER

It is hereby declared to be a public nuisance to permit the accumulation of litter on any property within the corporate limits of the City.

SECTION 2-604: ABATEMENT; NOTICE OF NONCOMPLIANCE

Whenever any grass in excess of 12 inches or weeds of any height are growing on property within the City, or litter is found on any property, the Building Inspector shall cause written notice to be served upon the owner of the property on which grass, weeds, litter or such dangerous building is located, and further, upon the occupant thereof, by registered mail or by personal service. Such notice shall state that the premises have thereon grass in excess of 12 inches, weeds or litter, and that the grass in excess of 12 inches, weeds, or litter must be removed or remedied within five days of receipt of notice.

SECTION 2-605: FAILURE TO CORRECT; FINE

In the event that the owner or occupant of said premises fails to correct and eliminate said nuisance pursuant to the notice to correct, he/she shall be guilty of a misdemeanor and fined in a sum of not more than \$500.00. Each day's violation after the expiration of the five days' notice shall be a separate offense. In addition, the City may bring an action in District Court to abate such nuisance by mandatory injunction.

SECTION 2-606: COST ASSESSED TO PROPERTY

If the owner or occupant of the lot or piece of ground fails to comply with the order to abate and remove the nuisance within five days from receipt of the notice to abate, the City may have such work done and the costs and expenses of such work shall be paid by the owner of the property. If unpaid for two months after such work is done, the City may either (1) levy and assess the costs

and expenses of the work upon the lot or piece of ground so benefited in the same manner as other special taxes for improvements are levied and assessed, or (2) recover in a civil action the costs and expenses of the work.

SECTION 2-607: DANGEROUS STRUCTURES AND BUILDINGS; DEFINITIONS

The terms "dangerous structure" or "unsafe structure" as used in this article is hereby defined to mean and include:

- A. Any building, shed, fence or other man-made structure which is dangerous to the public health because of its condition, and which may cause or aid in the spread of disease or injury to the health of its occupants or those of neighboring structures;
- B. Any building, shed, fence or other man-made structure which, because of faulty construction, age, lack of proper repair or any other cause, is especially liable to fire and constitutes or creates a fire hazard;
- C. Any building, shed, fence or other man-made structure which, because of faulty construction, age, lack of proper repair or any other cause, is liable to cause injury or damage by collapsing or by a collapse of any part of such structure;
- D. Any building, shed, fence or other man-made structure which, because of its condition or because of lack of doors or windows readily admits birds and animals or is an attraction for children or other persons to enter.

SECTION 2-608: PUBLIC NUISANCE; DANGEROUS STRUCTURES OR BUILDINGS

All unsafe or dangerous structures are hereby within the terms of this Article are hereby declared to be nuisances and shall be repaired, vacated, or demolished as provided in Chapter 8, Article VII of the Valley Municipal Code.

Section 3. Chapter 8, Article VII of the Valley Municipal Code is hereby repealed in its entirety.

Section 4. A new Chapter 8, Article VII of the Valley Municipal Code is hereby adopted as follows:

ARTICLE VII - DANGEROUS STRUCTURES AND BUILDINGS

SECTION 8-701: DEFINITION

The terms "dangerous structure" or "unsafe structure" as used in this article is hereby defined to mean and include:

A. Any building, shed, fence or other man-made structure which is dangerous to the public health because of its condition, and which may cause or aid in the spread of disease or injury to the health of its occupants or those of neighboring structures;

B. Any building, shed, fence or other man-made structure which, because of faulty construction, age, lack of proper repair or any other cause, is especially liable to fire and constitutes or creates a fire hazard;

C. Any building, shed, fence or other man-made structure which, because of faulty construction, age, lack of proper repair or any other cause, is liable to cause injury or damage by collapsing or by a collapse of any part of such structure;

D. Any building, shed, fence or other man-made structure which, because of its condition or because of lack of doors or windows readily admits birds and animals or is an attraction for children or other persons to enter.

(Ref. Neb. Rev. Stat. 18-1720, 18-1722, 18-1722.01)

SECTION 8-702: PROHIBITION

It shall be unlawful to maintain or permit the existence of any dangerous structure in the City, and it shall be unlawful for the owner, occupant, or person in custody of any dangerous structure to permit the same to remain in an unsafe condition or to occupy such building or permit it to be occupied while it is in an unsafe condition. Any such unsafe structure in the City is hereby declared to be a nuisance. (Ref. Neb. Rev. Stat. §18-1720, 18-1722, 18-1722.01)

SECTION 8-703: DANGEROUS STRUCTURE; DETERMINATION AND NOTICE

1. Whenever the Building Inspector or fire chief shall be of the opinion that any building or structure in the City is a dangerous structure, he/she shall file a written statement to this effect with the City Council. The City Council shall thereupon pass a Resolution outlining the violations, authorizing and directing the Building Inspector to place a sign on the dangerous structure City Clerk to (A) file a copy of such Resolution in the office of the Douglas County Register of Deeds; (B) serve written notice upon the owner and upon the occupant thereof, if any, by certified mail or by personal service; (C) post written notice at the premises. Such notice shall be in writing and shall include the following:

- i. The legal description/address of property;
- ii. A statement of violation/violations;
- iii. An order that such structure is to be repaired/demolished/removed within ___ (reasonable time) or the City will proceed to do so;
- iv. Description of Owner's right to appeal;
- v. A statement of the City's right to levy the costs as a special assessment on the real estate upon which the dangerous structure exists, which special

assessment shall be a lien on the real estate, and the City's right to recover the costs in a civil action.

SECTION 8-704: HEARING AND APPEAL

Upon receiving the Notice to repair or demolish the said building, its owner may, in writing to the city clerk and within twenty (20) days from the date the Notice was served, appeal the decision, and request a hearing before the Board of Appeals to present reasons why the building should not be repaired or demolished. The Board of Appeals shall grant such hearing within twenty (20) days from the date of receiving the request. A written notice of the Board's decision following the hearing shall be sent to the property owner by certified mail. If the Board rejects the appeal, the owner shall have five days from the sending of the decision to begin repair or demolition and removal. If the owner has not begun work after the five-day period, the City shall proceed to cause such work to be done; provided, the property owner may appeal such decision to the appropriate court for adjudication, during which proceedings the decision of the Council shall be stayed. (Ref. Neb. Rev. Stat. §18-1720, 18-1722, 18-1722.01)

SECTION 8-705: COSTS; ASSESSED TO PROPERTY OR COLLECTED IN CIVIL ACTION

If any owner of any building or structure fails, neglects, or refuses to comply with notice by or on behalf of the City to repair, rehabilitate or demolish and remove a building or structure which is unsafe and a public nuisance, the City may proceed with the work specified in the notice to the property owner. A statement of the cost of such work shall be forwarded to the City Council, which may (A) levy the cost as a special assessment against the lot or real estate upon which the building or structure is located, such special assessment being a lien on the real estate and collected in the manner provided for special assessments; or (B) collect the cost from the owner of the building or structure and enforce the collection by civil action in any court of competent jurisdiction. (Ref. Neb. Rev. Stat. §18-1720, 18-1722, 18-1722.01, 77-1725)

SECTION 8-706: STANDARDS FOR REPAIR, VACATION OR DEMOLITION

The following standards shall be followed in substance by the building official on ordering repair, vacation, or demolition:

1. If the dangerous or unsafe building or structure can reasonably be repaired so that it will no longer exist in violation of the terms of this ordinance, it shall be ordered repaired.
2. If the dangerous or unsafe building or structure is in such condition as to make it dangerous or unsafe to the health, morals, safety, or general welfare of its occupants, it shall be ordered to be vacated.
3. Conditions for demolition: (A) In any case where a dangerous or unsafe building or structure is 50% damaged or decayed, or deteriorated from its replacement value or structure, it shall be demolished. (B) In all cases where a building or structure cannot be repaired so that it will

no longer exist in violation of the terms of this ordinance, it shall be demolished. (C) In all cases where a dangerous or unsafe building or structure is a fire hazard existing or erected in violation of the terms of this article or of any other provisions of this code or of state statutes, it shall be demolished.

SECTION 8-707: IMMEDIATE HAZARD

In the even the unsafe structure constitutes an immediate hazard to the life or safety of any persons and must be demolished to protect their health or safety, the building inspector shall report such facts to the City Council, who shall follow the procedures set forth in state statutes. The City, by and through the City Council, may immediately contract for the immediate demolition of the unsafe or dangerous structure without requiring bids. A statement of the cost of such emergency vacation and demolition of an unsafe or dangerous building shall be forwarded to the City Council, which may (A) levy the cost as a special assessment against the lot or real estate upon which the building or structure is located, such special assessment being a lien on the real estate and collected in the manner provided for special assessments; or (B) collect the cost from the owner of the building or structure and enforce the collection by civil action in any court of competent jurisdiction.

Section 5. This ordinance shall be in full force and effect from and after its passage, approval and publication or posting as provided by law.

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

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

PASSED AND APPROVED THIS 8th DAY OF AUGUST, 2023.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

ATTEST:

Cheryl Eckerman, City Clerk

RESOLUTION NO. 2023-39

WHEREAS, on July 18, 2023 the City of Valley Planning Commission met pursuant to Statutory Public Notice and considered the following plat:

Still Water Lake

Lots 24 through 49, Inclusive, and Outlot C, being a platting of part of the Southwest Quarter of Section 30, Township 16 North, Range 10 East, of the 6th P.M. Douglas County, Nebraska

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

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

Still Water Lake

Lots 24 through 49, Inclusive, and Outlot C, being a platting of part of the Southwest Quarter of Section 30, Township 16 North, Range 10 East, of the 6th P.M. Douglas County, Nebraska

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

DATED this 8th day of August, 2023.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

John Batcher, Council President

Bryon Ueckert, Council Member

Linda Lewis, Council Member

Chris TenEyck, Council Member

ATTEST:

Cheryl K. Eckerman, City Clerk

ORDINANCE NO. 795

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:

Lots 24 through 43, inclusive, Still Water Lake, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, shall be re-zoned to R-3 Lakefront Residential District.

Lots 44-49 inclusive and Outlot C, Still Water Lake, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska shall be re-zoned to CMD – Clustered/Mixed Use; said CMD to be attached to the underlying C-3-Highway Commercial District.

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

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

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

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

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

Lots 24 through 43, inclusive, Still Water Lake, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, shall be re-zoned to R-3 Lakefront Residential District.

Lots 44-49 inclusive and Outlot C, Still Water Lake, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska shall be re-zoned to CMD – Clustered/Mixed Use; said CMD to be attached to the underlying C-3-Highway Commercial District.

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

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

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

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

PASSED AND APPROVED this 8th day of August, 2023.

CITY OF VALLEY,
DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

ATTEST:

Cheryl K. Eckerman, City Clerk

RESOLUTION NO. 2023-40

WHEREAS, the City of Valley, Nebraska, proposes to enter into a Mixed Use Development Agreement with Still Water Lake LLC; and

WHEREAS, proposed Mixed Use Development Agreement with Still Water Lake LLC, has been submitted; and

WHEREAS, the Valley City Council met in regular session on August 8, 2023 and reviewed said agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Valley City Council authorizes Mayor Cindy Grove to execute the Mixed Use Development Agreement with Still Water Lake LLC, on behalf of the City of Valley, copies of which are marked Exhibits “A” and attached hereto and made a part hereof by reference.

DATED this 8th day of August, 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

(Space above line for recording information)

**STILL WATER LAKE, LOTS 44-49 & OUTLOT C
MIXED USE DEVELOPMENT AGREEMENT**

THIS MIXED USE DEVELOPMENT AGREEMENT (hereinafter "Agreement") made pursuant to the Zoning Ordinance of the City of Valley, made and entered into this _____ day of _____, 2023, by and between THE CITY OF VALLEY, NEBRASKA, a municipal corporation, (hereinafter "City") and STILL WATER LAKE, LLC, a NEBRASKA LIMITED LIABILITY COMPANY (hereinafter "Developer").

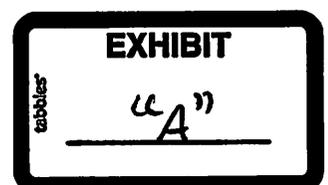
WITNESSED:

WHEREAS, Developer is the legal owner of the real estate described on the attached Exhibit "A", which is incorporated herein by this reference and desires to establish and develop such property according to the provisions of the City Zoning Ordinance for the development of Still Water Lake.

WHEREAS, Developer desires to establish and develop such Property according to the provisions of the City Zoning Ordinance for the development of Still Water Lake (hereinafter the "Project");

WHEREAS, in accordance with the requirements of the City Code, Developer has presented a site plan attached hereto as Exhibit "B" and incorporated herein by this reference (hereinafter the "Development Plan");

WHEREAS, City, in the interest of maintaining the public health, safety, and welfare, desires to assure that the Project is developed substantially in accordance with the Development Plan and therefore considers this Agreement to be in the best interests of the City;



WHEREAS, Developer is willing to commit itself to the development of the Project substantially in accordance with the Development Plan and desires to have a reasonable amount of flexibility to carry out the Project and therefore considers this Agreement to be in its best interests; and

WHEREAS, City and Developer desire to set forth in this Agreement their respective understandings and agreements with regard to the Project; and

WHEREAS, this Agreement shall apply only to Lots 44-49 and Outlot C, Still Water Lake, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

Section 1 Definitions

For the purposes of this Agreement the definitions in the City of Valley Zoning Ordinance, shall apply. In addition, the definitions found in Exhibit "C" are incorporated into and made a part of this Agreement including all exhibits to this Agreement.

Section 2 Development Plan

- A. Except as otherwise permitted in this Agreement, the Project shall be developed in accordance with the City of Valley Zoning and Subdivision regulations, the terms and conditions of this Agreement, and the Development Plan.
- B. It is intended that this Development Plan be a general schematic of the development indicating the manner in which Developer intends to meet the requirements of this Agreement. All parties recognize that from time to time for good and sufficient reasons it may be necessary for Developer to alter the size, location, use, or type of the buildings or other site improvements.
- C. Developer reserves the right to modify the Development Plan by minor amendment provided that such modifications conform to the provisions of the applicable site development regulations of the C-3 Highway Commercial District, associated HO Highway Corridor Protection District (Overlay District), and CMD Clustered/Mixed Use Development District. All changes not conforming to the provisions of the C-3 Highway Commercial District, associated HO Highway Corridor Protection District (Overlay District), and CMD Clustered/Mixed Use Development District, as amended by this Agreement, shall be considered major amendments to be reviewed by the Planning Commission and approved by the City Council. The Building and Zoning Official of the City of Valley is authorized at his/her discretion to approve minor amendments to this Agreement; provided that:

1. A written request is filed with the Building and Zoning Official, along with information specifying the exact nature of the proposed amendment;
 2. The amendment is deemed by the Building and Zoning Official to be consistent with the provisions of Valley Municipal Code; and
 3. The Building and Zoning Official determines that the amendment does not alter the approved site regulations of the Development Plan or this Agreement and does not materially alter other aspects of the Development Plan, including traffic circulation, mixture of use types, and physical design.
- D. In the event there is a conflict between the dimensions shown on the Development Plan and the regulatory terms of this Agreement relating to site development, parking, landscaping, or signage regulations, the more restrictive standard, as determined by the Building and Zoning Official, shall apply, unless such discrepancy is specifically agreed to in this Agreement or the Exhibits attached hereto.

Section 3 Permitted Uses

The Project shall be developed and used in accordance with the applicable permitted uses set forth in Exhibit "D" attached hereto and incorporated herein.

Notwithstanding anything herein or in the applicable site development regulations of the C-3 Highway Commercial District, associated HO Highway Corridor Protection District (Overlay District), and CMD Clustered/Mixed Use Development District, no outdoor storage shall be permitted within the Project.

Section 4 Site Development Regulations

- A. Except as otherwise permitted in this Agreement, the Project shall be developed in accordance with the applicable site development regulations of the C-3 Highway Commercial District, associated HO Highway Corridor Protection District (Overlay District), and CMD Clustered/Mixed Use Development District except as modified by the terms of this Agreement, specifically including those Amendments stated in Exhibit "E" attached and incorporated (the "Site Development Regulations").
- B. As long as the Site Development Regulations are not violated, Developer may alter the location, physical shape, or exterior dimensions of any structure shown on the Development Plan, within the boundaries of any platted lot subject to the following limitations:
 1. The changes shall be determined by the Building and Zoning Official to be consistent with the Site Development Regulations.

2. Any changes determined by the Building and Zoning Official to be inconsistent with the Site Development Regulations shall be considered a major amendment to this Agreement and will require review by the Planning Commission and approval by the City Council.
- C. So long as the Site Development Regulations are not violated (except for any side yard setback or landscape buffering requirements, which may be modified in the event of a lot revision, combination, or division), Developer may reduce or increase the number of lots as shown on the Development Plan by revising lot lines, combining, or dividing lots.
1. City may, by administrative subdivision, grant any such revisions, combinations, or divisions as necessary to carry out the Development Plan, subject to approval of the Building and Zoning Official.
 2. An application for an administrative subdivision to make such changes shall include as an attachment a revision to the Development Plan.

Section 5 Parking

- A. Parking for the Project shall be in accordance with the requirements of the Valley Zoning Ordinance Article 7 Parking Requirements. The attached Development Plan is included as an example of required parking.
- B. As long as the parking design standard regulations are not violated, Developer may alter the location, physical shape or exterior dimensions of any parking area shown on the Development Plan, within the boundaries of any platted lot.
- C. Parking shall be allowed in Outlot "C" as shown on Exhibit "B" and subject to the requirements of the Valley Zoning Ordinance Article 7 Parking Requirements.

Section 6 Landscaping and Screening

- A. Landscaping for the Project shall be in accordance with the requirements of the Valley Zoning Ordinance Article 12: Site Design Standards. The attached Development Plan is included as an example for required landscaping.
- B. The development in its entirety shall not exceed an impervious coverage of seventy- five percent (75%).

Section 7
Sidewalks and Pedestrian Features

All sidewalks, handicap accessible ramps, and crosswalks shall be designed and constructed in accordance with PROWAG. An external sidewalk system is shown on Exhibit "B".

Section 8
Signage

- A. Signage for the Project shall be in accordance with Article 8 of the City of Valley Zoning Ordinance, except as modified by the Amendments and the Signage Design Criteria attached hereto as Exhibit "F" and incorporated herein by this reference. Minor modifications may be made by Developer consistent with the standards established in the Development Plan without prior approval.
- B. All signs will be installed subject to a sign permit from the City of Valley. Unless provided for in this Agreement, all other provisions and regulations governing signs in effect at the time of application for a sign permit shall apply.

Section 9
Miscellaneous Provisions

- A. Application. This Agreement shall apply only to Lots 44-49 and Outlot C, Still Water Lake, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska. The development of any additional lots will require an amendment to this Mixed Use Development Agreement.
- B. Administration. The Building and Zoning Official of the City of Valley or his or her designee, shall have the authority to administer this Agreement on behalf of City and to exercise discretion with respect to those matters contained herein so long as the development proceeds in general accord with the Development Plan and with regard to those matters not fully determined at the date of this Agreement. The provisions of this Agreement shall run with the land in favor of and for the benefit of City and shall be binding upon present and all successor owners of the real estate described in the attached Exhibit "A".
- C. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed part of this Agreement.
- D. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define or limit the scope of any section.

WITH A COPY TO: Rembolt Ludtke LLP
1128 Lincoln Mall, Suite 300
Lincoln NE 68508
Attn: Ann K. Post

For City: City Clerk
City of Valley

203 N. Spruce Street
Valley, NE 68046

WITH A COPY TO:
Building and Zoning Official
City of Valley
203 N. Spruce Street
Valley, NE 68046

Such addresses, names, or titles may be changed from time to time by written notice to the other Party.

- K. No Waiver of Regulations. This Agreement only waives those portions of the Zoning Ordinance explicitly referenced herein. None of the foregoing provisions shall be construed to grant or imply any other waiver of any other portions of the Zoning Ordinance or any section of the Valley Municipal Code.
- L. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one executed instrument.
- M. Severability. In the event that any provision of this Agreement proves to be invalid, void, or illegal by a court of competent jurisdiction, such decision shall in no way affect, impair, or invalidate any other provisions of this Agreement, and such other provisions shall remain in full force and effect as if the invalid, void, or illegal provision was never part of this Agreement.
- J. Exhibits. The following Exhibits are made a part of this Agreement and have been attached to this Agreement prior to its execution.

Exhibit "A" - Legal Description (Final Plat)

Exhibit "B" - MU Development Site Plan

Appendix "B" - Lot Regulators Calculations Table

Exhibit "C" - Definitions

Exhibit "D" - Permitted Uses

Exhibit "E" - Amendments

Exhibit "E-1" - Overhead Door Architectural Design Criteria

IN WITNESS WHEREOF, the undersigned have executed this Agreement on or before the day and year first above written.

CITY OF VALLEY, NEBRASKA

By _____
_____, Mayor

Attest:

By _____
_____, City Clerk

DEVELOPER:

Still Water Lake LLC a Nebraska limited liability company

By: _____
Robert Hampton, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

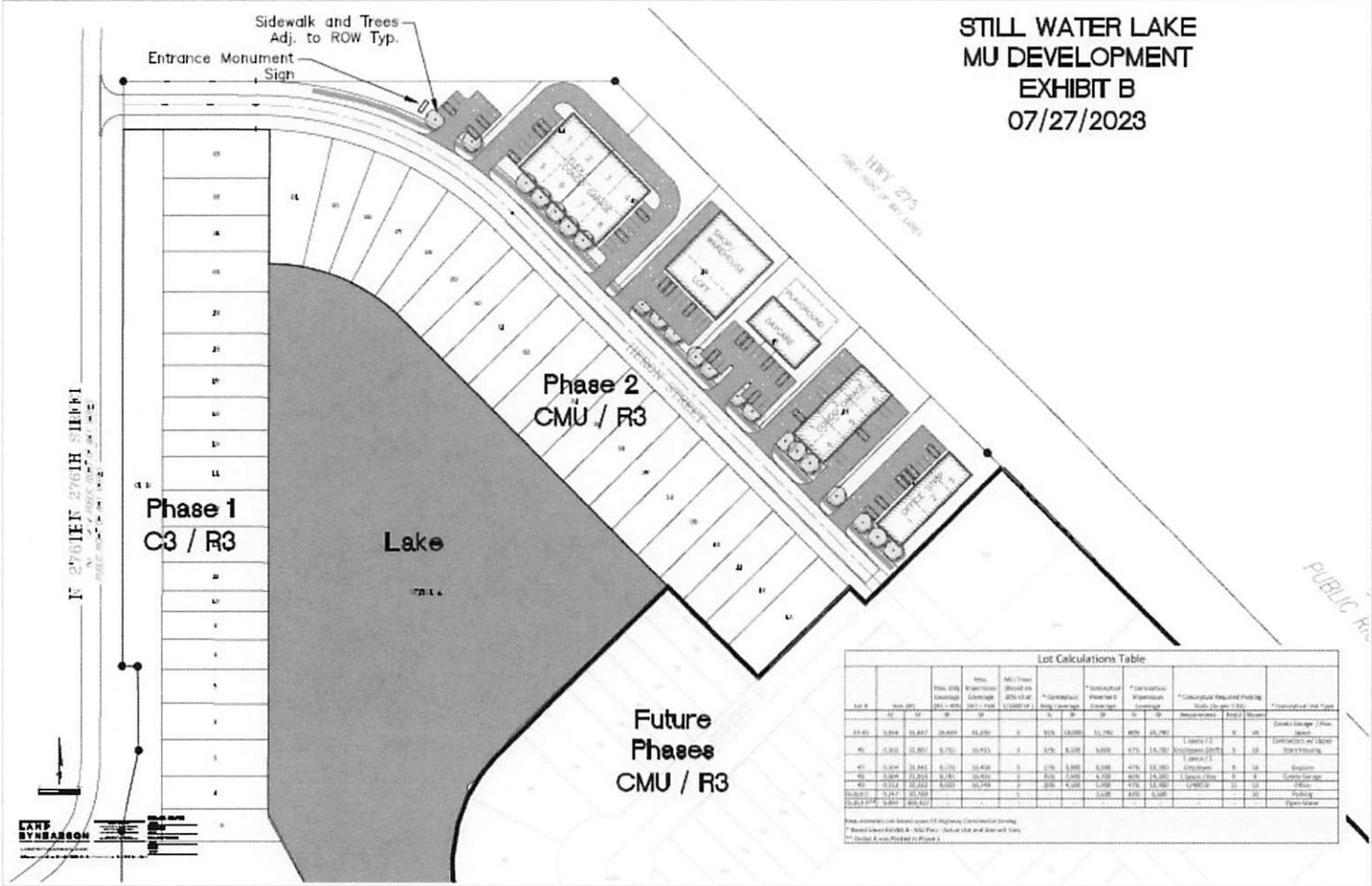
Before me, a notary public, in and for said county and state, personally came Robert Hampton, Manager of Still Water Lake LLC, Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be of his voluntary act and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

Witness my hand and Notarial seal this _____ day of _____, 2023.

Notary Public

Exhibit B
MU Development Site Plan

**STILL WATER LAKE
MU DEVELOPMENT
EXHIBIT B
07/27/2023**



Lot Calculations Table

Lot #	Area (sq ft)	Min. Lot Coverage (%)	Min. Impervious Coverage (%)	Min. Open Space (%)	Min. Open Space (sq ft)	Conceptual Impervious Coverage (%)	Conceptual Impervious Coverage (sq ft)	Conceptual Required Parking (Spaces)	Conceptual Required Parking (sq ft)	Conceptual Land Type
1	10,000	10	10	10	10,000	10	10,000	10	10,000	Residential
2	10,000	10	10	10	10,000	10	10,000	10	10,000	Residential
3	10,000	10	10	10	10,000	10	10,000	10	10,000	Residential
4	10,000	10	10	10	10,000	10	10,000	10	10,000	Residential
5	10,000	10	10	10	10,000	10	10,000	10	10,000	Residential
6	10,000	10	10	10	10,000	10	10,000	10	10,000	Residential
7	10,000	10	10	10	10,000	10	10,000	10	10,000	Residential
8	10,000	10	10	10	10,000	10	10,000	10	10,000	Residential
9	10,000	10	10	10	10,000	10	10,000	10	10,000	Residential
10	10,000	10	10	10	10,000	10	10,000	10	10,000	Residential
11	10,000	10	10	10	10,000	10	10,000	10	10,000	Residential
12	10,000	10	10	10	10,000	10	10,000	10	10,000	Residential
13	10,000	10	10	10	10,000	10	10,000	10	10,000	Residential
14	10,000	10	10	10	10,000	10	10,000	10	10,000	Residential
15	10,000	10	10	10	10,000	10	10,000	10	10,000	Residential
16	10,000	10	10	10	10,000	10	10,000	10	10,000	Residential
17	10,000	10	10	10	10,000	10	10,000	10	10,000	Residential
18	10,000	10	10	10	10,000	10	10,000	10	10,000	Residential
19	10,000	10	10	10	10,000	10	10,000	10	10,000	Residential
20	10,000	10	10	10	10,000	10	10,000	10	10,000	Residential
21	10,000	10	10	10	10,000	10	10,000	10	10,000	Residential
22	10,000	10	10	10	10,000	10	10,000	10	10,000	Residential
23	10,000	10	10	10	10,000	10	10,000	10	10,000	Residential
24	10,000	10	10	10	10,000	10	10,000	10	10,000	Residential
25	10,000	10	10	10	10,000	10	10,000	10	10,000	Commercial
26	10,000	10	10	10	10,000	10	10,000	10	10,000	Commercial
27	10,000	10	10	10	10,000	10	10,000	10	10,000	Commercial
28	10,000	10	10	10	10,000	10	10,000	10	10,000	Commercial
29	10,000	10	10	10	10,000	10	10,000	10	10,000	Commercial
30	10,000	10	10	10	10,000	10	10,000	10	10,000	Commercial
31	10,000	10	10	10	10,000	10	10,000	10	10,000	Commercial
32	10,000	10	10	10	10,000	10	10,000	10	10,000	Commercial
33	10,000	10	10	10	10,000	10	10,000	10	10,000	Commercial
34	10,000	10	10	10	10,000	10	10,000	10	10,000	Commercial
35	10,000	10	10	10	10,000	10	10,000	10	10,000	Commercial
36	10,000	10	10	10	10,000	10	10,000	10	10,000	Commercial
37	10,000	10	10	10	10,000	10	10,000	10	10,000	Commercial
38	10,000	10	10	10	10,000	10	10,000	10	10,000	Commercial
39	10,000	10	10	10	10,000	10	10,000	10	10,000	Commercial
40	10,000	10	10	10	10,000	10	10,000	10	10,000	Commercial
TOTAL	400,000	10	10	10	400,000	10	400,000	10	400,000	Commercial

K&S ENGINEERING

**Appendix B
Lot Regulators Calculations Table**

Lot Calculations Table														
Lot #	Size (SF)		Max. Bldg Coverage (SF) = 40%	Max. Impervious Coverage (SF) = 75%	Min Trees (Based on 20% LS at 1/1600 SF)	* Conceptual Bldg Coverage		* Conceptual Pavement Coverage	* Conceptual Impervious Coverage		* Conceptual Required Parking Stalls (As per 7.04)			* Conceptual Use Type
	AC	SF				%	SF	SF	%	SF	Requirement	Req'd	Shown	
44-45	0.956	41,647	16,659	31,235	5	31%	13,000	11,790	60%	24,790		8	16	Condo Garage / Flex Space
46	0.502	21,887	8,755	16,415	3	37%	8,100	6,600	67%	14,700	1 space / 2 Employees (Shift)	5	10	Contractors w/ Upper Story Housing
47	0.504	21,941	8,776	16,456	3	17%	3,800	6,500	47%	10,300	1 space / 1 Employee	8	16	Daycare
48	0.504	21,953	8,781	16,465	3	35%	7,600	6,700	65%	14,300	1 Space / Bay	6	6	Condo Garage
49	0.513	22,332	8,933	16,749	3	20%	4,500	5,900	47%	10,400	1/400 SF	11	12	Office
Outlot C	0.247	10,739	-	-	1	-	-	3,500	33%	3,500	-	-	10	Parking
Outlot A**	6.897	300,427	-	-	-	-	-	-	-	-	-	-	-	Open Water

Requirements are based upon C3 Highway Commercial Zoning
 * Based Upon Exhibit B - MU Plan - Actual Use and Size will Vary
 ** Outlot A was Platted In Phase 1

Exhibit C Definitions

Appearance. The outward aspect visible to the public.

Appropriate. Sympathetic, or fitting, to the context of the site and the whole community.

Appurtenances. The visible, functional objects accessory to and part of buildings.

Architectural concept. The basic aesthetic idea of a building, group of building or structures, including the site and landscape development, that produces the architectural character.

Architectural feature. A prominent or significant part or element of a building, structure, or site.

Architectural Style. The characteristic form and detail, as of buildings of a particular historic period.

Attractive. Having qualities that arouse interest or pleasure in the observer.

Berm. A raised form of earth to provide screening or to improve the aesthetic character.

City. City of Valley

Code. The Municipal Code of the City of Valley.

Cohesiveness. Unit of composition between design elements of a building and the landscape development.

Compatibility. Harmony in the appearance of two or more external design features in the same vicinity.

Conservation. The protection and care that prevent destruction or deterioration of historical or otherwise significant structures, buildings, or natural resources.

Cornice. A horizontal molded projection that crowns or completes a building or wall.

Eclectic. Choosing what appears to be the best from diverse sources, systems, or styles.

E.I.F.S. Exterior Insulation and Finish Systems, also called synthetic stucco, and refers to any similar multi-layered exterior finish.

Exterior building component. An essential and visible part of the exterior of a building.

External design feature. The general arrangement of any portion of a building, sign, landscaping, or structure and including the kind, color, and texture of the materials of such portion, and the type of roof, windows, doors, lights, attached or ground signs, or other fixtures appurtenant to such portions as will be open to the public view from any street, place, or way.

Flex. A use characterized by low traffic, no outdoor storage, and minimal outdoor activity, or demand for utilities. This includes but is not limited to storage, including indoor storage of watercraft, boats, recreational vehicles, and other personal property that may incorporate compartmentalized and controlled access stalls or lockers for storage. Any Flex use that incorporates compartmentalized and controlled access stalls or lockers for storage shall meet the requirements of Valley Zoning Ordinance Section 9.11.

Graphic element. A letter, illustration, symbol, figure, insignia, or other device employed to express and illustrate a message or part thereof.

Condo Garage. Real estate, a portion of which is designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions, pursuant to the Nebraska Condominium Act. Use of the individual unit may be any use permitted pursuant to Valley Zoning Ordinance and this Agreement except that residential uses, except upper story housing, are prohibited.

Landscape. Plant materials, topography, and other natural physical elements combined in relation to one another and to man-made structures.

Light cut-off angle. An angle from vertical, external downward from a luminary, which defines the maximum illumination outward at the ground plane.

Logic of design. Accepted principles and criteria of validity in the solution of the problem of design.

Masonry. Shall include brick, cast stone, and decorative masonry units. Concrete wall form liners may be approved by the Building and Zoning Official if it is determined they adequately simulate approved masonry materials.

Mechanical equipment. Equipment, devices and accessories, the use of which relates to water supply, drainage, heating, ventilating, air conditioning, and similar purposes.

Miscellaneous structures. Structures, other than buildings, visible from public ways. Examples are: memorials, staging, antennas, fences and walls, transformers, drive-up facilities.

Plant materials. Trees, shrubs, vines, ground covers, grass perennials, annuals, and bulbs.

Proportion. Balanced relationship of parts of a building, landscape, structures, or buildings to each other and to the whole.

Scale. Proportional relationship of the size of parts to one another and to the human figure.

Screening. Structure of planting that conceals from view from public ways the area behind such structure of planting.

Shrub. A multi-stemmed woody plant other than a tree.

Site break. A structural or landscape device to interrupt long vistas and create visual interest in a site development.

Street hardware. Man-made objects other than buildings that are part of the streetscape. Examples are: lamp posts, utility poles, traffic signs, benches, litter containers, planting containers, letter boxes, fire hydrants.

Streetscape. The scene as may be observed along a public street or way composed of natural or man-made components, including building, paving, planting, street hardware, and miscellaneous structures.

Utilitarian structure. A structure or enclosure relating to mechanical or electrical services to a building or development.

Utility hardware. Devices such as poles, cross arms, transformers, and vaults, gas pressure regulating assemblies, hydrants, and buffalo boxes that are used for water, gas oil, sewer, and electrical services to a building or a project.

Utility services. Any device, including wire, pipe, and conduit, which carries gas, water, electricity, oil and communications into a building or development.

Exhibit D
Permitted Uses

Land Use Categories/Matrix

P = Permitted
 C = Conditional Use Permit
 T = Temporary
 "-" = not permitted
 *1 = Floodplain regulations shall be met

Use Category	Use Type												Additional Requirements			
		TA	RS	R-1	R-2	R-3	RM	C-1	C-2	C-3	I-1	I-2		I-3		
Residential a Living	Upper story housing	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Residential/ Commercial Institutions	Adult care homes	.	.	.	.	.	.	.	.	.	.	.	.	.	.
	Assisted Living Facilities	.	.	.	.	.	.	.	.	.	.	.	.	.	.
	Emergency Residential Services/Shelters	.	.	.	.	.	.	.	.	.	.	.	.	.	.
	Group Care Home	.	.	.	.	.	.	.	.	.	.	.	.	.	.
	Group Home	.	.	.	.	.	.	.	.	.	.	.	.	.	.
	Hospice	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Community Services/ Civic Uses	Life Care Facility	.	.	.	.	.	.	.	.	.	.	.	.	.	.
	Fire and Rescue facilities	.	.	.	.	.	.	.	.	.	.	.	.	.	.
	Fraternal Organization	.	.	.	.	.	.	.	.	.	.	.	.	.	.
	Governmental offices and uses	.	.	.	.	.	.	.	.	.	.	.	.	.	.
	Law enforcement centers	.	.	.	.	.	.	.	.	.	.	.	.	.	.
	Public Libraries and museums	.	.	.	.	.	.	.	.	.	.	.	.	.	.
	Philanthropic Organizations	.	.	.	.	.	.	.	.	.	.	.	.	.	.
	Senior citizen centers	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Day-Care, Public & Private Schools	Child Care Center	.	.	.	.	.	.	.	.	.	.	.	.	.	.
	Daycare centers	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Public Parks & Open Space	Arboretums	.	.	.	.	.	.	.	.	.	.	.	.	.	.
	Nature centers	.	.	.	.	.	.	.	.	.	.	.	.	.	.
P u b l i	Wireless telecommunication facilities sys. - new tower	.	.	.	.	.	.	.	.	.	.	.	.	.	.	See Section 9.03
	Wireless telecommunication facilities sys. - collocated	.	.	.	.	.	.	.	.	.	.	.	.	.	.	See Section 9.03

STILLWATER – CLUSTERED MIXED USE MATRIX

P = Permitted C = Conditional Use Permit T = Temporary "n/a" = not permitted *1 = Floodplain regulations shall be met														
Use Category	Use Type	TA	RS	R-1	R-2	R-3	RM	C-1	C-2	C-3	I-1	I-2	I-3	Additional Requirements
Warehousing & Storage	Mini-warehouses & self-service storage	.	.	.	.	.	.	.	.	C	.	.	.	See Section 9.11
Contractors, Contractor Yards, Storage & Supply	Carpenters	.	.	.	.	.	.	.	.	P	.	.	.	
	Electricians	.	.	.	.	.	.	.	.	P	.	.	.	
	Heating & ventilating contractors	.	.	.	.	.	.	.	.	P	.	.	.	
	Masons & bricklayers	.	.	.	.	.	.	.	.	P	.	.	.	
	Plumbers	.	.	.	.	.	.	.	.	P	.	.	.	
	Trade shops (incl. cabinet makers)	.	.	.	.	.	.	.	.	P	.	.	.	

**Exhibit E
Amendments**

Amendments or modification to application of City of Valley Zoning Ordinance

Front Façade

The front façade shall include windows, arcades, awnings, projecting canopies, covered walkways, porticos, or other acceptable features along at least 60 percent of the front façade length and over at least 25 percent of the front façade area. Overhead doors may be acceptable features, if approved by the Building and Zoning Official, and provided that the overhead doors are designed and constructed in accordance with the specific Overhead Door Architectural Design Criteria attached hereto as Exhibit "E-1" and incorporated herein by this reference.

Landscape Buffer.

The areas zoned C-3 subject to this Agreement do not have rear yards, and therefore shall not require a landscape buffer of evergreens along the property line to screen service areas and rear facades from the adjacent property; said areas shall be subject to all other requirements of the Valley Zoning Ordinance Article 12: Site Design Standards.

Maximum Parking.

This development is not subject to maximum parking restrictions.

Condo Garage Parking Requirements

The minimum parking requirements for the Condo Garage use shall be one stall per bay. This requirement may be met by an 9'x18' paved surface in front of the garage door as long as the total paving allows for a minimum 12' drive aisle adjacent to the parking stall.

Façade Materials and Color.

Not less than 50 percent of the front of the building and 25 percent of the sides of the building shall be brick, stone textured CMU, cement board siding, architectural siding panels, brick and stone urethane panels, or other acceptable durable modern materials as approved by the City.

In the event the City of Valley Zoning Ordinance is amended to require a lesser percentage of any façade be the above listed materials, the lesser required percentage shall apply.

Amenities.

No public gathering space, public space amenities or landscaped site for public artwork shall be required in this development.

Exhibit E-1
Overhead Door Architectural Design Criteria

The frame or paneling of any overhead doors shall be of a contrasting color from adjacent building panels or façade and shall not be white.

A minimum of fifty percent (50%) of any overhead door shall be glass or resemble glass (e.g. acrylic or polygal are also permitted) and may be transparent, tinted, frosted, or opaque. The color or appearance of the glass or glass resembling material must contrast from the color of the frame or paneling of the overhead door.

Exhibit F
Signage Design Criteria

Signage shall meet the minimum requirements of the City of Valley Zoning Ordinance, Article 8: Sign Regulations.

Animated Signs, On-Premises Billboard Signs, and Electronic Message Board Signs shall be prohibited.

RESOLUTION NO. 2023-41

WHEREAS, the City of Valley, Nebraska, proposes to enter into a Subdivision Agreement and Agreement for Irrevocable Letter of Credit with Still Water Lake LLC – Phase 2; and

WHEREAS, proposed Subdivision Agreement and Agreement for Irrevocable Letter of Credit with Still Water Lake LLC, have been submitted; and

WHEREAS, the Valley City Council met in regular session on August 8, 2023 and reviewed said agreements.

NOW, THEREFORE, BE IT RESOLVED, that the Valley City Council authorizes Mayor Cindy Grove to execute the Subdivision Agreement and Agreement for Irrevocable Letter of Credit with Still Water Lake LLC, on behalf of the City of Valley, copies of which are marked Exhibits “A” and “B” and attached hereto and made a part hereof by reference.

DATED this 8th day of August, 2023.

CITY OF VALLEY,
DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

John Batcher, Council President

Bryon Ueckert, Council Member

Linda Lewis, Council Member

Chris TenEyck, Council Member

ATTEST:

Cheryl K. Eckerman, City Clerk

SUBDIVISION AGREEMENT

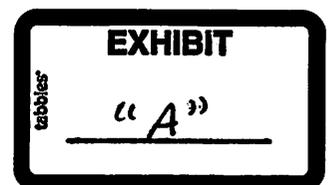
STILL WATER LAKE – PHASE 2

THIS AGREEMENT made and entered this ____ day of August, 2023, by and between Still Water Lake, L.L.C., a Nebraska limited liability company (hereinafter referred to as "Subdivider"), the City of Valley, a City of the Second Class in the State of Nebraska (hereinafter referred to as "City"), and the Still Water Lake Homeowners Association, Inc., a Nebraska nonprofit corporation (hereinafter referred to as the "Association"). This Subdivision Agreement applies only to the real property described on Exhibit "A", attached hereto and incorporated herein by this reference, containing approximately 8.064 acres (the "Area to be Developed"). At such time as a Final Plat is approved subdividing the Area to be Developed into Lots 24-49 and Outlot C, this Agreement shall be amended to substitute the legal descriptions for the Lots for the legal description on Exhibit "A".

WITNESSETH

WHEREAS, Subdivider is the owner of the Area to be Developed, and intends to develop a lakeside commercial and residential subdivision to be known as Still Water Lake – Phase 2 as shown on the proposed Final Plat attached hereto as Exhibit "B" and incorporated herein by this reference; and

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



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

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

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

SECTION I: PUBLIC INFRASTRUCTURE IMPROVEMENTS

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

Infrastructure Improvements:

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

4. **Water.** In accordance with the City's design standards, the construction of all water mains, valves, fire hydrants, and related appurtenances within the new dedicated right-of-way and easements, per the plat (Exhibit "B"), and the construction of all water mains, valves, fire hydrants, and related appurtenances within the existing off-site rights-of-way, and as shown on the Water Main Layout prepared by the City Engineer a copy of which is attached hereto as Exhibit "F".

5. **Sidewalks.** In accordance with the City's design standards, the construction of all sidewalks on rights-of-way per the plat (Exhibit "B") in accordance with the City's Sidewalk Layout attached hereto as Exhibit "G").

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

1. **Natural Gas.** Subdivider shall arrange and contract for natural gas distribution mains to be installed within the new dedicated public rights-of-way as per the plat (Exhibit "B") and the plan prepared by Black Hills Energy, which plan shall be approved by the City Engineer and

the Subdivider.

2. **Street Lighting.** Subdivider shall arrange and contract for street lighting for public streets to be installed within the new dedicated public rights-of-way as per the plat (Exhibit "B") and the plan prepared by the Omaha Public Power District, which plan shall be approved by the City Engineer and the Subdivider.
3. **Electricity.** Subdivider shall arrange and contract for underground electrical service distribution mains to be installed within the new dedicated public rights-of-way to serve each of the lots in the Area to be Developed, per the plat (Exhibit "B") and the plan prepared by the Omaha Public Power District, which plan shall be approved by the City Engineer and the Subdivider.
4. **Telephone/Cable/Internet.** Subdivider shall arrange and contract for underground telephone, cable, and internet distribution mains to be installed within the new dedicated public rights-of-way, as per the plat (Exhibit "B") and the plan prepared by the prevailing telephone, cable and internet provider within the City, which plan shall be approved by the City Engineer and the Subdivider.
5. **Landscaping and Fencing.** Subdivider shall arrange and contract for Landscaping and Fencing, if any, to be installed within the new dedicated public rights-of-way, as per the plat (Exhibit "B") prepared by Subdivider or Subdivider's consultant, the plans for which shall be

approved by the City Engineer and the Subdivider.

6. **Civil Defense Siren.** No civil defense siren is required.

- C. Subdivider agrees to grant any and all easements that are required in connection with the construction of the Public Improvements.
- D. The parties agree that the Subdivider shall be responsible for the entire cost of the Public Infrastructure Improvements set out in Section I(A)(1) through (I)(A)(5). Such entire cost shall be paid by the Subdivider pursuant to the provisions of **Section V** herein below and the Agreement for Irrevocable Letter of Credit referenced therein.
- E. The parties agree that the Subdivider shall pay for the entire cost of design, contracting for, and installing of the Public Infrastructure Improvements set out in Section I(B)(1) through (I)(B)(6), including the payment of any connection fees or service charges. The parties agree that the Subdivider shall reimburse City for the entire cost of the City's review and approval of the plans for and the timeliness and installation of such public infrastructure improvements for the purposes of coordination with the location and construction of the Public Infrastructure Improvements and the Private Improvements. Such reimbursement shall be made by the Subdivider to the City pursuant to the provisions of Section V herein below and the Agreement for Irrevocable Letter of Credit referenced therein.
- F. Upon completion of the Public Infrastructure Improvements, the City shall provide and pay for the

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

SECTION II: PRIVATE IMPROVEMENTS

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

1. **Dredging.** Subdivider shall complete all required dredging.
2. **Grading.** Subdivider shall complete all required grading as shown on the Private Grading

Plan.

- a. A floodplain development permit shall be submitted to the City of Valley for approval

prior to any grading in the area to be developed.

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

- B. The parties agree that the Subdivider shall pay for the entire cost of installing and contracting for the Private Improvements as set out in Section II(A)(1) - Section II(A)(2) of this Agreement.
- C. The parties agree that the Subdivider shall reimburse City for the entire cost of the City's review and approval of the plans for and the timeliness and installation of such private infrastructure improvements for the purposes of coordination with the location and construction of the Public Infrastructure Improvements and the Private Improvements. Such reimbursement shall be made by the Subdivider to the City pursuant to the provisions of Section V herein below and the Agreement for Irrevocable Letter of Credit referenced therein.
- D. Upon completion of the Private Improvements, the Subdivider and/or the Association shall provide and pay for the maintenance, repair and/or reconstruction of any private improvements, including

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

SECTION III: THE LAKE

- A. The Subdivider shall convey the Lake, to be a 5.9 acre recreational lake, which will be known as Outlot "A", to the Association for the purpose of providing lake recreation for the property owners of the Still Water Lake Subdivision.
- B. The Association shall maintain the Lake and establish the appropriate rules for the use of the lake by the property owners and residents of Still Water Lake Subdivision, and their representatives, guests and invitees.
- C. Subdivider represents and warrants to City that the rules, when adopted, shall provide that there will be no docks allowed on the lake and that it will be a "no-wake" lake with a limitation as to the size and type of any watercraft, including a limitation on motor size consistent with the "no-wake" rule.

- D. No building permits will be issued for any lot within Still Water Lake - Phase 2, until the construction and dredging of the lake on Outlot A is substantially complete as shown on and pursuant to Exhibit "B".

SECTION IV: CONTRACTS FOR PUBLIC INFRASTRUCTURE

IMPROVEMENTS AND PUBLIC IMPROVEMENTS

- A. The City, through its Engineers, shall publish a Notice to Contractors to solicit bids for the construction of the public improvements set forth in Section I(A)(1) through Section I(A)(5). After receiving bids, the City will award the contract(s) to the lowest responsible bidder, subject to its right to reject all bids.
- B. The Contract(s) for the construction of the Public Infrastructure Improvements described in Section I(A)(1) through I(A)(5) shall be in the name of the City.
- C. The Contract(s) for the construction of the Public Infrastructure Improvements described in Section I(B)(1) through I(B)(6) shall be in the name of the Subdivider. Such Contract(s) and all related performance bonds, payment bonds, certificates of insurance and any other related documents are to be submitted to for review and approval by the City Engineer
- D. The Contract(s) for the construction of the Private Improvements described in Section II(A)(1) through II(A)(2) shall be in the name of the Subdivider. Such Contract(s) and all related

performance bonds, payment bonds, certificates of insurance and any other related documents are to be submitted for review and approval by the City Engineer

SECTION V: PAYMENTS

- A. Subdivider covenants and agrees that Subdivider shall pay City the following amounts:
1. Subdivider will reimburse the City in an amount equal to all actual costs incurred by the City in connection with the initial design of Still Water Lake – Phase 2, to include planning, plat review fees, engineering fees, legal and other miscellaneous expenses incurred by the City, including but not limited to those expenses incurred in conjunction with the City's review of the Preliminary Plat, Final Plat and the preparation of all agreements, including this Subdivision Agreement and the Mixed Use Development Agreement (the "Initial Review Reimbursements"). City shall provide Subdivider with an itemized breakdown of such Initial Review Reimbursements, and, if requested, copies of invoices for all fees and costs. The Initial Review Reimbursements shall be paid to City prior to the City's approval of the Final Plat for the Still Water Lake - Phase 2 and shall be subject to the terms and conditions of the Predevelopment Cost Agreement attached hereto as Exhibit "H" and incorporated herein by this reference.
 2. The entire cost of the Public Infrastructure Improvements set out in Section I(A)(1) through I(A)(5), including all construction costs, design and engineering fees, testing and

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

3. In addition to the payments described in Section V(A)(1) and Section V(A)(2) hereinabove, Subdivider will reimburse the City in an amount equal to all other actual costs incurred by the City in connection with the review and processing of all other matters related to Still Water Lake – Phase 2, including but not limited to planning, plat review fees, engineering and inspection fees, legal and other miscellaneous expenses incurred by the City related to the Public Infrastructure Improvements and the Private Improvements. City shall provide Subdivider with an itemized breakdown of such actual costs, and, if requested, copies of invoices for all fees and costs. To secure and assure the aforementioned obligations Subdivider shall execute the Agreement for Irrevocable Letter of Credit

attached hereto as Exhibit "I", and incorporated by this reference and shall obtain the Irrevocable Letter of Credit pursuant to the terms of such Agreement prior to approval and filing of the Final Plat. All payments to be made pursuant to this Section V(A)(3) shall be made pursuant to the terms of the Agreement for Escrow for Irrevocable Letter of Credit.

B. Pursuant to the City of Valley's Sanitary Sewer Sub-Basin Pioneering Policy, Subdivider shall pay to BKM Land Company, L.L.C., a Nebraska limited liability company, the sum of Nineteen Thousand Three Hundred Fifty Three and 60/100 Dollars (\$19,353.60); said sum is a reimbursement due to BKM Land Company, L.L.C. for Subdivider's pro-rata portion of the entire cost of the Pioneered Interceptor Sewer Infrastructure that shall serve Still Water Lake – Phase 2.

SECTION VI: CAPITAL FACILITIES FEES – SEWER AND WATER

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

1. There is to be 1 single family residential lot in Still Water Lake – Phase 2, 19 residential duplex lots in Still Water Lake - Phase 2, 6 commercial lots (2.979 acres) in Still Water Lake - Phase 2, and 1 Outlot (.247 acres) in Still Water Lake - Phase 2, with a Capital Facilities Fee (Sewer) of \$1,300.00 per each single family residential lot, Capital Facilities Fee (Sewer) of \$1,780.00 per each residential duplex lot, a Capital Facilities Fee (Sewer) of \$3,600.00 per each commercial lot acre, and a Capital Facilities Fee (Sewer) of \$3,000.00 per each outlot acre to be paid as follows:

- a. The Subdivider shall pay the first one-half of the Capital Facilities Fee (Sewer),
in the amount of \$23,661.58, to the City prior to the City signing the Final Plat
for the Still Water Lake - Phase 2.
- a. With respect to each individual residential single-family lot, residential duplex
lot and commercial lot, the remaining one-half of the Capital Facilities Fee
(Sewer) shall be paid to the City at the time an application for a building permit
is made for construction upon said lot.

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

1. There is to be 1 single family residential lot in Still Water Lake – Phase 2, 19 residential
duplex lots in Still Water Lake - Phase 2, 6 commercial lots (2.979 acres) in Still Water
Lake - Phase 2, and 1 Outlot (.247 acres) in Still Water Lake - Phase 2, with a Capital
Facilities Fee (Water) of \$1,100.00 per each single family residential lot, Capital
Facilities Fee (Water) of \$1,480.00 per each residential duplex lot, a Capital Facilities
Fee (Water) of \$3,000.00 per each commercial lot acre, and a Capital Facilities Fee
(Sew Water er) of \$3,000.00 per each outlot acre to be paid as follows:

- a. The Subdivider shall pay the first one-half of the Capital Facilities Fee (Water),
in the amount of \$19,448.12, to the City prior to the City signing the Final Plat
of the Still Water Lake – Phase 2.

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

SECTION VII: CITY'S TAKEOVER RIGHTS

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

- a. City shall give Subdivider written notice of its intent to take control of the construction of the Public and Private Improvements.
- b. Subdivider shall have sixty (60) days after receipt of such written notice to commence or re-commence construction of the Public and Private Improvements.
- c. In the event that Subdivider commences or re-commences construction of the Public and Private Improvements within such sixty (60) day period, then City's right to take control of the construction of the Improvements shall terminate, but only with respect to the alleged abandonment set forth in the written notice.
- d. In the event that Subdivider does not commence or re-commence construction of the Public and Private Improvements within such sixty (60) day period, then, on the first

business day after the expiration of such sixty (60) day period the City can proceed with the construction of the Public and Private Improvements. All payments to the contractors constructing the Public and Private Improvements, and any reimbursements to the City as described herein, shall be made pursuant to the terms of the Agreement for Irrevocable Letter of Credit.

- e. For the purposes of this Agreement abandonment of construction of the Improvements shall be defined as the failure of Subdivider to diligently pursue construction of the Improvements for a continuous and successive period of one hundred twenty (120) days.

SECTION VIII: CITY REGULATIONS

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

SECTION IX: NON-DISCRIMINATION

In the performance of this Agreement, the Subdivider shall not discriminate against any parties on account of race, national origin, sex, age, political or religious affiliations in violation of federal or state laws or local ordinances.

SECTION X: CONDITIONS FOR FINAL PLAT APPROVAL AND SIGNING

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

1. Execution of the Subdivision Agreement.
2. Execution of the Predevelopment Agreement and payment of all amounts to be paid to the City pursuant to the terms of the Pre-Development Agreement.
3. Approval and execution of the Mixed Use Development Agreement pertaining to Lots 44-49 and Outlot C, Still Water Lake, a subdivision as surveyed platted and recorded in Douglas County, Nebraska.
4. Execution of the Agreement for Irrevocable Letter of Credit.
5. Subdivider having secured an irrevocable letter of credit from a financial institution acceptable to the City in the appropriate amount pursuant to the terms of the Agreement for Irrevocable Letter of Credit.
6. City having satisfied itself, in its sole and absolute discretion, that the Subdivider has obtained all necessary Corps of Engineering Approvals and Permits, if any, necessary to complete the development of Still Water Lake, Phase 2, including but not limited to obtaining all required Section 404 Permits and any other required wetlands permits.
7. City having satisfied itself, in its sole and absolute discretion, that Still Water Lake – Phase 2 as designed is, or will be, in compliance with all of City's existing Zoning and Subdivision Regulations.
8. Conveyance of the lake to the Homeowner's Association pursuant to the terms of

Section IV of this Agreement.

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

SECTION XI: SUBDIVIDER INDEMNITY

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

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

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

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

SECTION XII: SUBDIVIDER WARRANTY

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

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

SECTION XIII: MISCELLANEOUS

- A. No separate administrative entity or joint venture among the parties is deemed created by virtue of the Subdivision Agreement.
- B. The administration of this Subdivision Agreement shall be through the offices of the undersigned officers for their respective entities.
- C. Subdivider shall provide to City a Corporate Resolution of Still Water Lake, LLC, a Nebraska limited liability company, authorizing and directing a representative of the Company to enter into this Agreement on behalf of the Company.
- D. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of City, which may be withheld in City's sole discretion.
- E. This Subdivision Agreement shall be binding upon the parties, their respective successors and assigns and shall run with the land shown on Exhibit "A".
- F. This Subdivision Agreement shall pertain only to Still Water Lake Phase 2. A new Subdivision

Agreement shall be entered into for any and all subsequent phases.

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

Attest:

CITY OF VALLEY, NEBRASKA

Date

Date

Attest:

STILL WATER LAKE, LLC,
a Nebraska limited liability company

Date

Date

Attest:

STILL WATER LAKE HOMEOWNERS
ASSOCIATION,
INC., a Nebraska Non Profit Corporation

Date

Date

EXHIBIT "A"

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

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

THENCE SOUTH 89°52'18" EAST (BEARINGS REFERENCED TO THE FINAL PLAT OF STILL WATER LAKE) FOR 39.85 FEET ON THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE EAST RIGHT OF WAY LINE OF N 276TH STREET AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°57'30" EAST FOR 610.97 FEET CONTINUING ON SAID NORTH LINE TO THE WEST RIGHT OF WAY LINE OF HIGHWAY 275;

THENCE SOUTH 45°06'26" EAST FOR 653.59 FEET ON SAID WEST RIGHT OF WAY LINE;

THENCE SOUTH 44°35'52" EAST FOR 25.58 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE;

THENCE SOUTH 45°14'43" WEST FOR 238.95 FEET;

THENCE NORTH 44°45'17" WEST FOR 27.45 FEET;

THENCE SOUTH 45°14'43" WEST FOR 160.00 FEET;

THENCE NORTH 44°45'17" WEST FOR 630.58 FEET ON THE NORTH LINE OF OUTLOT A, STILL WATER LAKE

THENCE ON A CURVE TO THE LEFT (HAVING A RADIUS OF 231.03 FEET AND A LONG CHORD BEARING NORTH 67°24'53" WEST FOR 177.29 FEET) FOR AN ARC LENGTH OF 181.95 FEET CONTINUING ON SAID NORTH LINE TO THE EAST LINE OF LOT 20, STILL WATER LAKE;

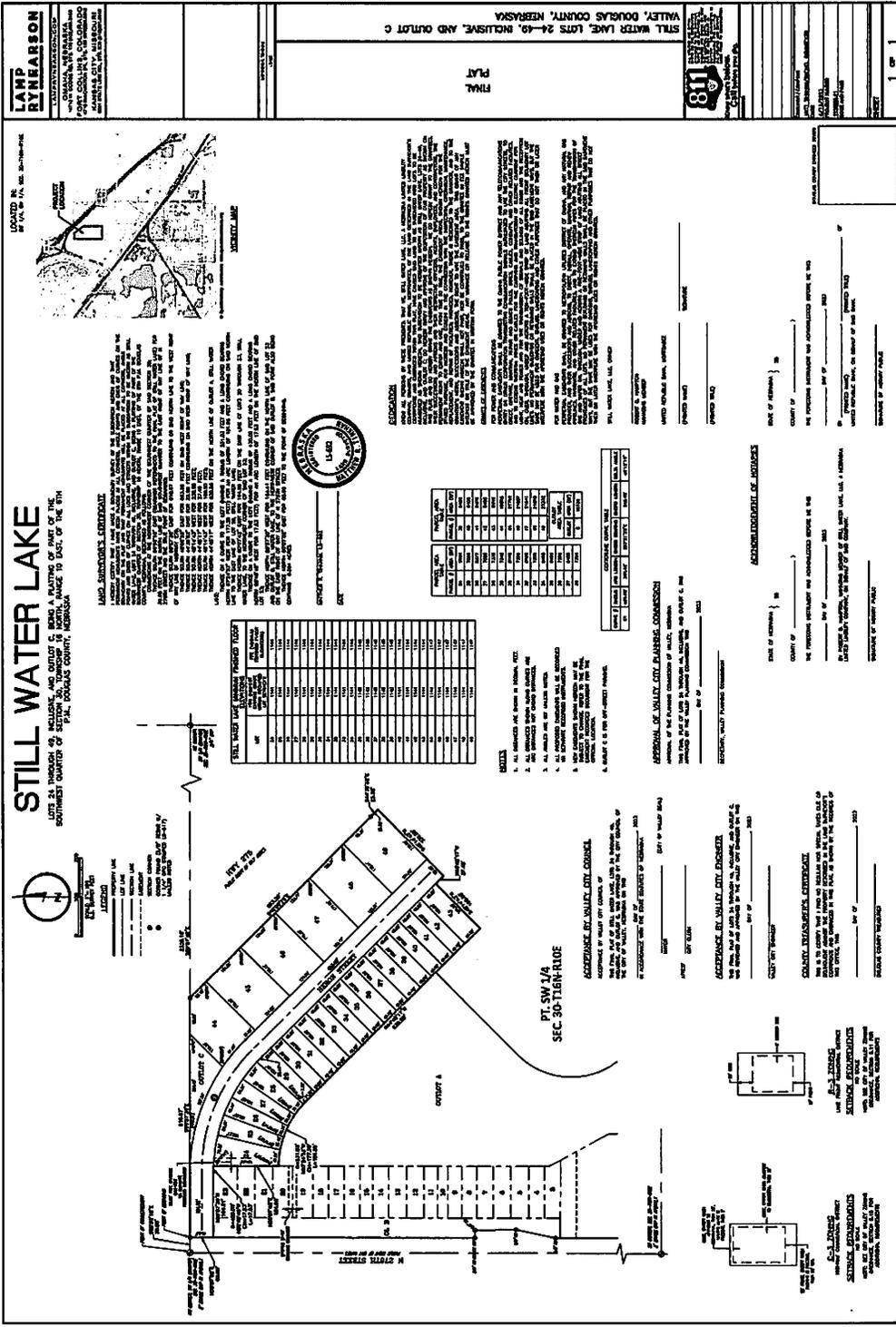
THENCE NORTH 00°07'42" EAST FOR 164.96 FEET ON THE EAST LINE OF LOTS 20 THROUGH 23, STILL WATER LAKE, TO THE NORTHEAST CORNER OF SAID LOT 23;

THENCE ON A CURVE TO THE LEFT (HAVING A RADIUS OF 420.00 FEET AND A LONG CORD BEARING NORTH 88°45'45" WEST FOR 17.53 FEET) FOR AN ARC LENGTH OF 17.53 FEET ON THE NORTH LINE OF SAID LOT 23;

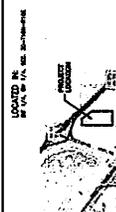
THENCE NORTH 89°57'30" WEST FOR 164.41 FEET CONTINUING ON THE NORTH LINE OF SAID LOT 23 AND OUTLOT B, STILL WATER LAKE, TO THE NORTHWEST CORNER OF SAID OUTLOT B, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF N 276TH STREET;

THENCE NORTH 00°07'02" EAST FOR 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 8.064 ACRES



LAMP RYNEARSON
 ENGINEER
 1000 W. 10TH ST. SUITE 200-100-100
 OMAHA, NEBRASKA 68102
 PHONE: 402-441-1111
 FAX: 402-441-1112



STILL WATER LAKE
 LOTS 24 THROUGH 49, INCLUDING AND OUTLOT C, BEING A PLATTING OF PART OF THE
 SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 16 NORTH, RANGE 10 WEST, 10TH
 MERIDIAN, DODD COUNTY, NEBRASKA

LAWYER'S CERTIFICATE
 I, _____, COUNTY CLERK OF DODD COUNTY, NEBRASKA, DO HEREBY CERTIFY THAT THE FOREGOING PLAT IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE ON _____ 20____ AT _____ O'CLOCK _____ M. P. M. IN PRESENCE OF _____ AND _____ AND THAT THE SAID ORIGINAL HAS BEEN OPENED TO THE VIEW OF ALL WHO MAY DESIRE TO EXAMINE THE SAME.

STILL WATER LAKE (SECTION 30) PLATTED TOWNSHIP

LOT	ACRES	AREA (SQ. FT.)	AREA (ACRES)
1	0.10	13,600	0.10
2	0.10	13,600	0.10
3	0.10	13,600	0.10
4	0.10	13,600	0.10
5	0.10	13,600	0.10
6	0.10	13,600	0.10
7	0.10	13,600	0.10
8	0.10	13,600	0.10
9	0.10	13,600	0.10
10	0.10	13,600	0.10
11	0.10	13,600	0.10
12	0.10	13,600	0.10
13	0.10	13,600	0.10
14	0.10	13,600	0.10
15	0.10	13,600	0.10
16	0.10	13,600	0.10
17	0.10	13,600	0.10
18	0.10	13,600	0.10
19	0.10	13,600	0.10
20	0.10	13,600	0.10
21	0.10	13,600	0.10
22	0.10	13,600	0.10
23	0.10	13,600	0.10
24	0.10	13,600	0.10
25	0.10	13,600	0.10
26	0.10	13,600	0.10
27	0.10	13,600	0.10
28	0.10	13,600	0.10
29	0.10	13,600	0.10
30	0.10	13,600	0.10
31	0.10	13,600	0.10
32	0.10	13,600	0.10
33	0.10	13,600	0.10
34	0.10	13,600	0.10
35	0.10	13,600	0.10
36	0.10	13,600	0.10
37	0.10	13,600	0.10
38	0.10	13,600	0.10
39	0.10	13,600	0.10
40	0.10	13,600	0.10
41	0.10	13,600	0.10
42	0.10	13,600	0.10
43	0.10	13,600	0.10
44	0.10	13,600	0.10
45	0.10	13,600	0.10
46	0.10	13,600	0.10
47	0.10	13,600	0.10
48	0.10	13,600	0.10
49	0.10	13,600	0.10
50	0.10	13,600	0.10
51	0.10	13,600	0.10
52	0.10	13,600	0.10
53	0.10	13,600	0.10
54	0.10	13,600	0.10
55	0.10	13,600	0.10
56	0.10	13,600	0.10
57	0.10	13,600	0.10
58	0.10	13,600	0.10
59	0.10	13,600	0.10
60	0.10	13,600	0.10
61	0.10	13,600	0.10
62	0.10	13,600	0.10
63	0.10	13,600	0.10
64	0.10	13,600	0.10
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66	0.10	13,600	0.10
67	0.10	13,600	0.10
68	0.10	13,600	0.10
69	0.10	13,600	0.10
70	0.10	13,600	0.10
71	0.10	13,600	0.10
72	0.10	13,600	0.10
73	0.10	13,600	0.10
74	0.10	13,600	0.10
75	0.10	13,600	0.10
76	0.10	13,600	0.10
77	0.10	13,600	0.10
78	0.10	13,600	0.10
79	0.10	13,600	0.10
80	0.10	13,600	0.10
81	0.10	13,600	0.10
82	0.10	13,600	0.10
83	0.10	13,600	0.10
84	0.10	13,600	0.10
85	0.10	13,600	0.10
86	0.10	13,600	0.10
87	0.10	13,600	0.10
88	0.10	13,600	0.10
89	0.10	13,600	0.10
90	0.10	13,600	0.10
91	0.10	13,600	0.10
92	0.10	13,600	0.10
93	0.10	13,600	0.10
94	0.10	13,600	0.10
95	0.10	13,600	0.10
96	0.10	13,600	0.10
97	0.10	13,600	0.10
98	0.10	13,600	0.10
99	0.10	13,600	0.10
100	0.10	13,600	0.10

ACCEPTANCE BY CITY COUNCIL
 I, _____, CITY CLERK OF DODD COUNTY, NEBRASKA, DO HEREBY CERTIFY THAT THE FOREGOING PLAT IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE ON _____ 20____ AT _____ O'CLOCK _____ M. P. M. IN PRESENCE OF _____ AND _____ AND THAT THE SAID ORIGINAL HAS BEEN OPENED TO THE VIEW OF ALL WHO MAY DESIRE TO EXAMINE THE SAME.

ACCEPTANCE BY VALLEY CITY ENGINEER
 I, _____, COUNTY ENGINEER OF DODD COUNTY, NEBRASKA, DO HEREBY CERTIFY THAT THE FOREGOING PLAT IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE ON _____ 20____ AT _____ O'CLOCK _____ M. P. M. IN PRESENCE OF _____ AND _____ AND THAT THE SAID ORIGINAL HAS BEEN OPENED TO THE VIEW OF ALL WHO MAY DESIRE TO EXAMINE THE SAME.

ACCEPTANCE BY STATE ENGINEER
 I, _____, STATE ENGINEER OF NEBRASKA, DO HEREBY CERTIFY THAT THE FOREGOING PLAT IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE ON _____ 20____ AT _____ O'CLOCK _____ M. P. M. IN PRESENCE OF _____ AND _____ AND THAT THE SAID ORIGINAL HAS BEEN OPENED TO THE VIEW OF ALL WHO MAY DESIRE TO EXAMINE THE SAME.

STILL WATER LAKE, LOTS 24-49, INCLUDING AND OUTLOT C
 VALLEY, DODD COUNTY, NEBRASKA

PLAT

RECORDING INFORMATION
 THIS PLAT IS SUBJECT TO THE FOLLOWING CONDITIONS:
 1. THE PLAT IS SUBJECT TO THE EASEMENTS AND RIGHTS SHOWN THEREON.
 2. THE PLAT IS SUBJECT TO THE EASEMENTS AND RIGHTS SHOWN THEREON.
 3. THE PLAT IS SUBJECT TO THE EASEMENTS AND RIGHTS SHOWN THEREON.
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 DODD COUNTY, NEBRASKA

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**STILL WATER LAKE
PREDEVELOPMENT COST AGREEMENT**

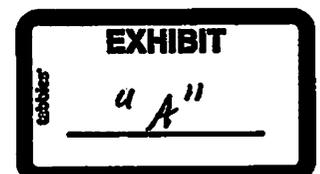
THIS AGREEMENT is made and entered this 25 day of July, 2023, by and between **Still Water Lake, LLC**, a Nebraska limited liability company (hereinafter referred to as "Subdivider") and the **City of Valley**, a City of the Second Class in the State of Nebraska (hereinafter referred to as "City")

WHEREAS, Subdivider is the owner of certain real property located within the city limits of the City of Valley containing approximately 8.064 acres and legally described on Exhibit "A", attached hereto and incorporated herein by this reference (the "Area to be Developed") and intends to develop a lakeside residential subdivision to be known as Still Water Lake – Phase 2 and as generally shown on Exhibit "B" and incorporated herein by this reference; and

WHEREAS, before any Final Plat for Still Water Lake – Phase 2 can be approved by the Valley City Council, a Subdivision Agreement must have been entered into by and between Subdivider and City; and

WHEREAS, the Subdivision Agreement will provide for the construction of streets, storm sewers, sanitary sewers, water mains, sidewalks, landscaping in public rights of way and the installation of systems to provide natural gas, electricity, street lighting and telephone/internet/cable TV to each residence in Still Water Lake – Phase 2 (the "Public Infrastructure Improvements"); and

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



WHEREAS, pursuant to the terms of the Subdivision Agreement, Subdivider shall reimburse the City in an amount equal to all actual costs incurred by the City in connection with the initial design of Still Water Lake – Phase 2, to include planning, plat review fees, engineering fees, legal and other miscellaneous expenses incurred by the City, including but not limited to those expenses incurred in conjunction with the City's review of the Preliminary Plat, Final Plat and the preparation of the Subdivision Agreement, Agreement for Escrow of Security Fund, and this Predevelopment Cost Agreement (the "Initial Review Reimbursements").

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

- 1. That contemporaneously with the execution of this Agreement and prior to City's execution of the Subdivision Agreement, City's approval of the Final Plat, and the construction of the Public Infrastructure Improvements, Subdivider shall deposit the sum of Sixty Five Thousand Six Hundred Forty Dollars (\$65,640.00) (the "Deposit") with the City to be held in escrow as security to guarantee Subdivider's faithful performance of certain obligations under the Subdivision Agreement, including but not limited to the payment of the Initial Review Reimbursements.**
- 2. That said escrow fund shall be allocated to specific items as shown on Exhibit "C" attached hereto and incorporated herein by this reference.**

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed

this 25 day of July, 2023.

Attest:

Cheryl K. Esterson
7-27-2023
 Date

CITY OF VALLEY, NEBRASKA

Cindy Dierker 7-27-23
 MAYOR Date

Attest:

STILL WATER LAKE, LLC,
 a Nebraska limited liability company

Cheryl K. Esterson 7-25-23
 Date

Ann Dreyton 7-25-23
 Date

EXHIBIT "A"

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

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

THENCE SOUTH 89°52'18" EAST (BEARINGS REFERENCED TO THE FINAL PLAT OF STILL WATER LAKE) FOR 39.85 FEET ON THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE EAST RIGHT OF WAY LINE OF N 276TH STREET AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°57'30" EAST FOR 610.97 FEET CONTINUING ON SAID NORTH LINE TO THE WEST RIGHT OF WAY LINE OF HIGHWAY 275;

THENCE SOUTH 45°06'26" EAST FOR 653.59 FEET ON SAID WEST RIGHT OF WAY LINE;

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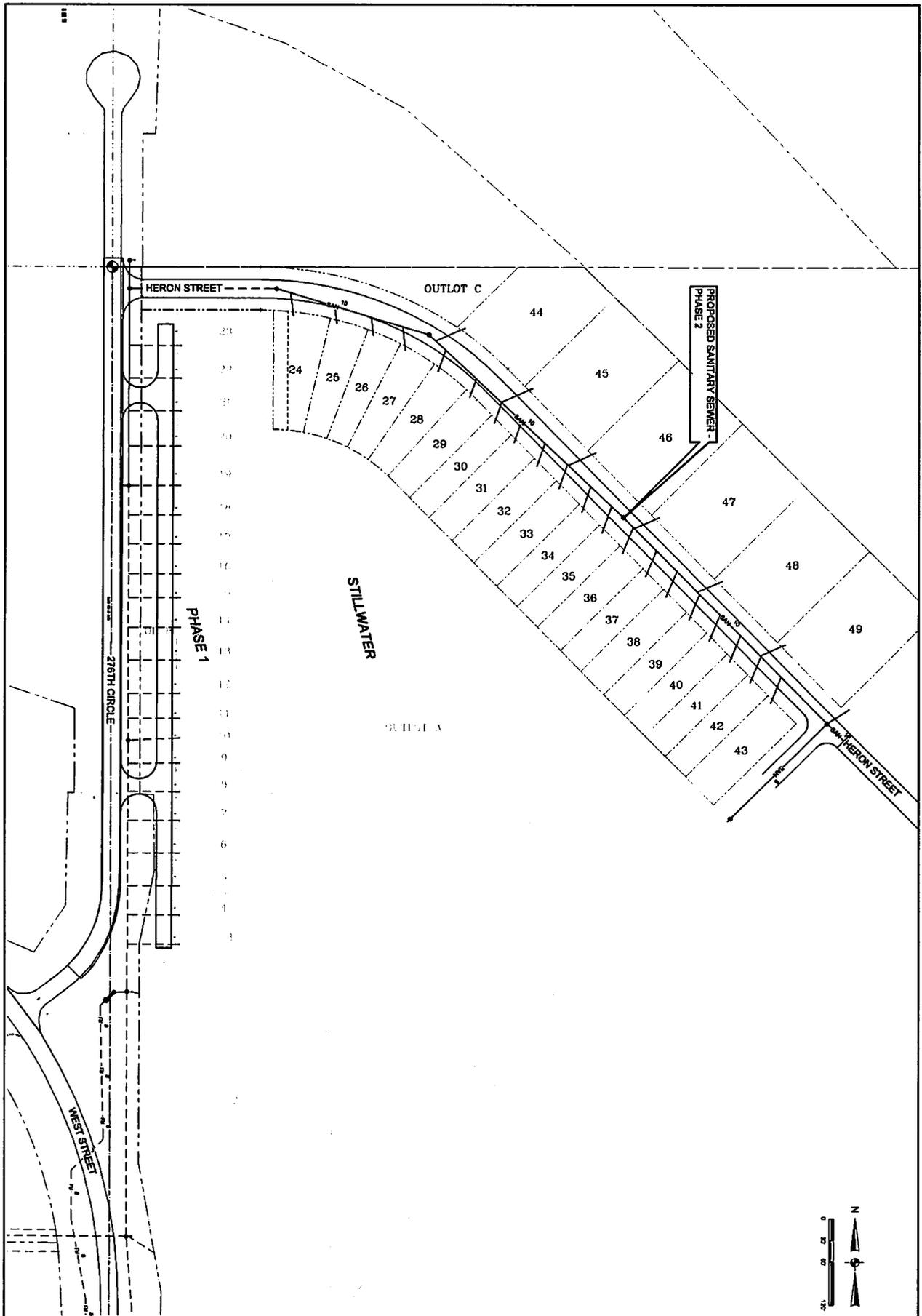
CONTAINS 8.064 ACRES

EXHIBIT "B"

EXHIBIT "C"

EXHIBIT "D"

EXHIBIT "E"



Stillwater Phase 2 - Water Main, Sanitary Sewer
 Storm Sewer, and Paving Improvements
 Valley, Nebraska

Sanitary Sewer Layout



EAGLE ENGINEERING GROUP
 12100 WEST CENTER ROAD, SUITE 803
 OMAHA, NEBRASKA 68144

DATE	2/24/2010
PROJECT	STILLWATER PHASE 2
CLIENT	VALLEY NEBRASKA
DESIGNER	DAVID J. BROWN
CHECKED	DAVID J. BROWN
DATE	2/24/2010
SCALE	AS SHOWN

EXHIBIT "F"

EXHIBIT "G"

**STILL WATER LAKE – PHASE 2
AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT**

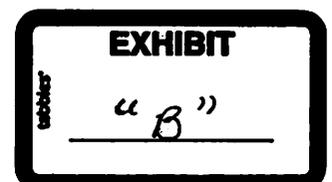
THIS AGREEMENT is made and entered this _____ day of August, 2023, by and between **Still Water Lake, LLC, a Nebraska limited liability company** (hereinafter referred to as "Subdivider") and the **City of Valley**, a City of the Second Class in the State of Nebraska (hereinafter referred to as "City").

WHEREAS, Subdivider is the owner of certain real property located within the city limits of the **City of Valley** legally described on Exhibit "A", attached hereto and incorporated herein by this reference containing _____ acres (the "Phase 2 – Area to be Developed") and intends to develop a lakeside residential subdivision to be known as **Still Water Lake – Phase 2** and as shown on the proposed final plat attached hereto as Exhibit "B" and incorporated herein by this reference; and

WHEREAS, before any Final Plat for **Still Water Lake – Phase 2** can be approved by the **Valley City Council**, a Subdivision Agreement must have been entered into by and between Subdivider and City; and

WHEREAS, the Subdivision Agreement will provide for the construction of streets, storm sewers, sanitary sewers, water mains and sidewalks within **Still Water Lake – Phase 2** (herein, the "Public Infrastructure Improvements"); and

WHEREAS, as a condition precedent to City's execution of the Subdivision Agreement, City's approval of the Final Plat for **Still Water Lake – Phase 2**, the construction of the Public Infrastructure Improvements located within **Still Water Lake – Phase 2**, Subdivider shall obtain a loan of immediately payable funds from **United Republic Bank**, a Nebraska banking corporation (the "BANK") to be represented by an irrevocable letter of credit in form and substance satisfactory to City in City's sole



discretion the amount of Nine Hundred Seventy Eight Thousand One Hundred Seventy Eight and 50/100 Dollars (\$978,178.50), said amount representing the entire estimated cost of the Public Infrastructure Improvements within Still Water Lake – Phase 2, to insure completion of the construction of such improvements to act as security for Subdivider's faithful performance of its obligations under the Subdivision Agreement, and to provide a fund for the payment of the contractors constructing such improvements.

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

1. That prior to City's execution of the Subdivision Agreement, City's approval of the Final Plat for Still Water Lake – Phase 2, and the construction of the Public Infrastructure Improvements within Still Water Lake - Phase 2, Subdivider shall obtain a loan of immediately payable funds in the amount of Nine Hundred Seventy Eight Thousand One Hundred Seventy Eight and 50/100 Dollars (\$978,178.50) from the BANK to be represented by an irrevocable letter of credit in form and substance satisfactory to City in City's sole discretion (the "ILOC"). The ILOC shall act as security to guarantee Subdivider's faithful performance of its obligations under the Subdivision Agreement, including but not limited to the construction of the Public Infrastructure Improvements located within the Still Water Lake – Phase 2, and to provide a fund for the payment of the contractors constructing the Public Infrastructure Improvements and/or the reimbursement of the City for its costs incurred for engineering fees, testing and inspection fees, expenses, financing costs, legal fees and all other miscellaneous costs incurred

in connection with the construction of the Public Infrastructure Improvements within Still Water Lake – Phase 2.

2. That said ILOC shall be allocated to the specific improvements as shown on Exhibit “C” attached hereto and incorporated herein by this reference.
3. That a portion of the ILOC designated for any one improvement may be released by BANK as follows:
 - (i) To the Contractor, as progress payments to the contractor upon certification thereof by the City Engineer after consultation with the Subdivider, and approval of such certification by the Valley City Council; or
 - (ii) To the Contractor, as final payment, less any retainage, upon certification of substantial completion of such improvement by the City Engineer after consultation with the Subdivider, and approval of such certification by the Valley City Council, or
 - (iii) To the Contractor, as payment of any retainage, at the appropriate time, in accordance with the contract for the construction of such improvement upon certification of such payment by the City Engineer after consultation with the Subdivider, and approval of such certification by the Valley City Council; or
 - (iv) To the City, as reimbursement for any additional amounts incurred by the City in connection with the City’s design, engineering, bidding and/or overseeing the construction of the Public Infrastructure Improvements upon certification of the City Clerk.

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

- 4. In the event that due to change orders or other unforeseen circumstances the ILOC is or will be insufficient to cover the cost of the Public Infrastructure Improvements located within Still Water Lake - Phase 2, then Subdivider shall, after ten (10) days written notice from the City Engineer setting forth the exact amount of additional funds required and the reasons therefor, obtain a loan of immediately payable funds in such amount from the BANK to be represented by a supplementary irrevocable letter of credit in form and substance satisfactory to City in City's sole discretion for the amount of additional funds required OR to make a cash deposit either with CITY or with an escrow agent acceptable to CITY, in CITY's sole discretion, in such amount to be held in escrow as security to guarantee Subdivider's faithful performance of all obligations under the Subdivision Agreement.**
- 5. Prior to and as a condition of the release and/or cancellation of any irrevocable letter of credit pertaining to any funds remaining upon completion of the Public Infrastructure Improvements, any and all costs and/or reimbursements due to the City by Subdivider in connection with the development and construction of such Public Infrastructure Improvements located within Still Water Lake – Phase 2 shall be paid in full, including, but not limited to, construction costs, design and**

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

6. This Agreement shall be contingent upon its execution by the parties hereto and the issuance of the required irrevocable letter of credit by BANK in favor of the City of Valley. In the event BANK requires the execution of any additional and/or substitute agreements in order to effectuate such irrevocable letter(s) of credit, such agreements are to be reviewed and approved by City in City's sole and absolute discretion.
7. Subdivider agrees to pay any and all fees charged by BANK in connection with any irrevocable letter(s) of credit under the terms of this Agreement.
8. Upon issuance of the irrevocable letter(s) of credit as provided in this Agreement, City agrees to waive any requirements that Subdivider post performance bonds for completion of the Public Infrastructure Improvements located within Still Water Lake – Phase 2.

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

Attest:

CITY OF VALLEY, NEBRASKA

Date

Date

Attest:

Still Water Lake, LLC,
a Nebraska limited liability company

Date

Date

EXHIBIT "A"

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

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

THENCE SOUTH 89°52'18" EAST (BEARINGS REFERENCED TO THE FINAL PLAT OF STILL WATER LAKE) FOR 39.85 FEET ON THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE EAST RIGHT OF WAY LINE OF N 276TH STREET AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°57'30" EAST FOR 610.97 FEET CONTINUING ON SAID NORTH LINE TO THE WEST RIGHT OF WAY LINE OF HIGHWAY 275;

THENCE SOUTH 45°06'26" EAST FOR 653.59 FEET ON SAID WEST RIGHT OF WAY LINE;

THENCE SOUTH 44°35'52" EAST FOR 25.58 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE;

THENCE SOUTH 45°14'43" WEST FOR 238.95 FEET;

THENCE NORTH 44°45'17" WEST FOR 27.45 FEET;

THENCE SOUTH 45°14'43" WEST FOR 160.00 FEET;

THENCE NORTH 44°45'17" WEST FOR 630.58 FEET ON THE NORTH LINE OF OUTLOT A, STILL WATER LAKE

THENCE ON A CURVE TO THE LEFT (HAVING A RADIUS OF 231.03 FEET AND A LONG CHORD BEARING NORTH 67°24'53" WEST FOR 177.29 FEET) FOR AN ARC LENGTH OF 181.95 FEET CONTINUING ON SAID NORTH LINE TO THE EAST LINE OF LOT 20, STILL WATER LAKE;

THENCE NORTH 00°07'42" EAST FOR 164.96 FEET ON THE EAST LINE OF LOTS 20 THROUGH 23, STILL WATER LAKE, TO THE NORTHEAST CORNER OF SAID LOT 23;

THENCE ON A CURVE TO THE LEFT (HAVING A RADIUS OF 420.00 FEET AND A LONG CORD BEARING NORTH 88°45'45" WEST FOR 17.53 FEET) FOR AN ARC LENGTH OF 17.53 FEET ON THE NORTH LINE OF SAID LOT 23;

THENCE NORTH 89°57'30" WEST FOR 164.41 FEET CONTINUING ON THE NORTH LINE OF SAID LOT 23 AND OUTLOT B, STILL WATER LAKE, TO THE NORTHWEST CORNER OF SAID OUTLOT B, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF N 276TH STREET;

THENCE NORTH 00°07'02" EAST FOR 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 8.064 ACRES



EAGLE ENGINEERING GROUP

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

Stillwater Development
Phase 2
Valley, Nebraska

PROJECT NO. 23-03-08
DATE: 7/31/2023

OPINION OF PROBABLE CONSTRUCTION COSTS LOTS 24 - 49 (Final Plat)

CONCEPT

A. Construction

Sanitary Sewer, Storm Sewer	\$	345,230.00	
Water Distribution	\$	158,680.00	
Streets, Intersection Sidewalks	\$	317,175.00	
Construction Permit Fees	\$	-	
Subtotal	\$	821,085.00	
CONTINGENCY @10%	\$	82,108.50	10%

B. Engineering

Design Engineering and Construction Observation	\$	117,725.00
Reimbursable Engineering Expenses/Costs	\$	5,900.00
Subtotal	\$	123,625.00

Less Predevelopment Cost Agreement

\$
\$
\$

D. Legal & Administration

Legal Fees	\$	15,000.00
Administration Fees	\$	2,000.00
Subtotal	\$	17,000.00
Less Predevelopment Cost Agreement	\$	(65,640.00)

\$

Estimated Total	\$	978,178.50
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RESOLUTION NO. 2023 - 42

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

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

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

WHEREAS, the sum of One Thousand One Hundred Fifty-five and 00/100 dollars (\$1,155.00) is **due to the CITY OF VALLEY**, as submitted by the attached invoice from Farnham & Griffin, P.C., L.L.O., attorneys for the City of Valley; and

WHEREAS, the City Attorney, and the City Clerk have submitted a request to the City Council to authorize distributions of the above-described amount; said request is supported by invoice and backup documentation attached as Exhibits "A".

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

1. United Republic Bank is hereby authorized and direct to disburse to **CITY OF VALLEY** the sum of One Thousand One Hundred Fifty-five and 00/100 dollars (\$1,155.00) as payment due for Still Water Lake, L.L.C./ attorney fees.

PASSED AND APPROVED THIS 8TH OF AUGUST, 2023.

CITY OF VALLEY, DOUGLAS COUNTY,
NEBRASKA

Cindy Grove, Mayor

John Batcher, Council President

Bryon Ueckert, Council Member

Linda Lewis, Council Member

Chris TenEyck, Council Member

ATTEST:

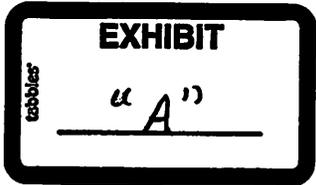
Cheryl Eckerman, City Clerk

City of Valley - Still Water Lake 1750
City of Valley, Nebraska

Due Date	Due Upon Receipt
Invoice #	10872
Total Due	\$1,155.00
Amount Paid	\$1,155.00.
Pay Online	
Click the link or scan the code with your device to pay online.	
https://firmcentral.westlaw.com/pay/FA369U	

Make payment to:

FARNHAM & GRIFFIN, PC, LLO
220 N 89th St., Suite 103, Omaha, NE 68114



RESOLUTION NO. 2023-43

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	<u>\$485,710.00</u>
2. Net change by Change Orders	<u>\$0.00</u>
3. Current Contract Price (Line 1 + 2)	<u>\$485,710.00</u>
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	<u>\$450,064.50</u>
5. RETAINAGE:	
a. 10% x \$450,064.50 Work Completed	<u>\$45,006.45</u>
b. 10% x \$0.00 Stored Material	<u>\$0.00</u>
c. Total Retainage (Line 5.a + Line 5.b)	<u>\$45,006.45</u>
6. AMOUNT ELIGIBLE TO DATE (Line 4 + Line 5.c)	<u>\$405,058.05</u>
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	<u>\$295,546.95</u>
8. AMOUNT DUE THIS APPLICATION	<u>\$109,511.10</u>
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	<u>\$80,651.95</u>

PAYMENT OF: \$109,511.10

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

LAYNE CHRISTENSEN COMPANY \$109,511.10

PASSED AND APPROVED this 8th day of August, 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

RESOLUTION NO. 2023-44

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 **Spencer Management** for The Pines Subdivision Concrete Street Repair and S. Lakewood Street and W. Waring Street Concrete Repair and the statements of the engineer and others set out below are hereby approved and the Council finds that the materials therein set out have been furnished and have been received by the City and work has been performed and claim therefor is hereby submitted as follows:

1. ORIGINAL CONTRACT PRICE	<u>\$281,611.25</u>
2. Net change by Change Orders	<u>\$70,380.00</u>
3. Current Contract Price (Line 1 + 2)	<u>\$351,991.25</u>
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	<u>\$270,187.50</u>
5. RETAINAGE:	
a. 10% x \$270,187.50 Work Completed	<u>\$27,018.75</u>
b. 10% x \$0.00 Stored Material	\$0.00
c. Total Retainage (Line 5.a + Line 5.b)	<u>\$27,018.75</u>
6. AMOUNT ELIGIBLE TO DATE (Line 4 + Line 5.c)	<u>\$243,168.75</u>
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	<u>\$0.00</u>
8. AMOUNT DUE THIS APPLICATION	<u>\$243,168.75</u>
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 – Line 4)	<u>\$81,803.75</u>

PAYMENT OF: \$243,168.75

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

SPENCER MANAGEMENT

\$243,168.75

PASSED AND APPROVED this 8th day of August, 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