

**AGENDA**  
**VALLEY CITY COUNCIL**  
Tuesday, August 1, 2023  
City Hall  
203 North Spruce  
Valley, NE 68064  
7:00 PM

1. **ROLL CALL**
2. **CALL TO ORDER**
3. **PLEDGE OF ALLEGIANCE**
4. **VISITORS & CORRESPONDENCE**
5. **PROOF OF PUBLICATION**
6. **APPROVAL OF AGENDA**
7. **VALLEY DAYS FOUNDATION - Angela Exstrom - request to shoot off Valley Days fireworks on property north of the fire station.**
8. **RESOLUTION NO. 2023-38 - hgm Associates, Inc. to provide overlay district commercial design standards review.**
9. **BUDGET REVIEWS/REQUESTS**
  - POLICE
  - EMERGENCY MANAGEMENT
  - BOND
  - NURSING HOME
  - KENO
  - TIF
  - SALES TAX
10. **UPCOMING ITEMS**
  - Regular Council - August 8 - 7 p.m.
  - Budget Workshop - August 15 - 7 p.m.
  - Budget Workshop - August 22 - 7 p.m.

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.

- Budget Review Meeting - August 29 - 7 p.m.

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**CITY OF VALLEY  
NOTICE OF SPECIAL MEETING  
203 N. SPRUCE STREET  
VALLEY, NEBRASKA**

The governing body of the City of Valley, Nebraska will meet on **Tuesday, August 1, 2023, at 7:00 p.m.**

The purpose of the meeting will be to conduct a Budget Workshop for the fiscal year beginning October 1, 2023.

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

Cheryl K. Eckerman  
City Clerk

7/17

ZNEZ

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

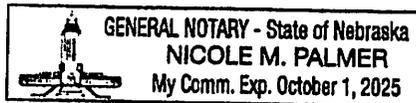
UNITED STATES OF AMERICA,  
The State of Nebraska,  
District of Nebraska,  
County of Douglas,  
City of Omaha

} ss.

JASON W. HUFF and/or NIKLAUS STEWART, being duly sworn, deposes and say that they are the PUBLISHER and/or LEGAL MANAGER of THE DAILY RECORD, of Omaha, a legal newspaper, printed and published daily in the English language, having a bona fide paid circulation in Douglas County in excess of 300 copies, 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:

7/17/23

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 \$20.88

*JH*

Additional Copies \$ \_\_\_\_\_

Subscribed in my presence and sworn to before me this JULY 17 2023

Filing Fee \$ \_\_\_\_\_

Total \$20.88

*Nicole M Palmer*

Notary Public in and for Douglas County, State of Nebraska

## Christie Donnermeyer

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**From:** Valley City Office  
**Sent:** Monday, July 31, 2023 2:28 PM  
**To:** Cindy Grove; Cheryl Eckerman; Tyler Cooper; Christie Donnermeyer  
**Subject:** Council Agenda Request Angela Exstrom

Name: Angela Exstrom

Phone: 402-881-5921

Email Address: aexstrom@yahoo.comm

Address: 302 S Park St Valley, NE 68064

Agenda Item Description: The Valley Days Foundation and Hometown Fireworks request permission to shoot off the Valley Days fireworks at 210 N Locust St, which is the city property north of the fire station. Fireworks were previously shot at the dog park parking lot however since the location of Saturday beer garden moved to downtown Valley, the fireworks would not be close enough there. The fireworks will be all consumer grade fireworks.

Requested Action: Approve Valley Days fireworks to be shot off at 210 N Locust St on Saturday August 12th at 10pm.

Does this require an expenditure of funds: No

[View in List](#)

# RESOLUTION NO. 2023-38

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

**WHEREAS**, the City of Valley, Nebraska, proposes to enter into an Agreement with hgm Associates, Inc. for overlay district commercial design standards review; and

**WHEREAS**, the proposed letter form agreement for the services to be provided has been submitted; and

**WHEREAS**, the Valley City Council met in special session on August 1, 2023 and reviewed said letter form agreement with hgm Associates, Inc. for overlay district commercial design standards review.

**NOW, THEREFORE, BE IT RESOLVED**, that the Valley City Council authorizes Mayor Cindy Grove to execute the letter form agreement with hgm Associates, Inc. for overlay district commercial design standards, on behalf of the City of Valley, a copy of which is marked as "Exhibit A" and attached hereto and made a part hereof by reference.

PASSED AND APPROVED THIS 1<sup>st</sup> OF AUGUST, 2023

CITY OF VALLEY,  
DOUGLAS COUNTY, NEBRASKA

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

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

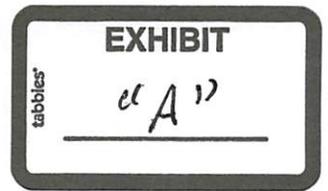
\_\_\_\_\_  
Bryon Ueckert, Council Member

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

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

ATTEST:

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



July 19, 2023

**Mr. Rune van den Boogaart, Building Inspector**

City of Valley, Nebraska  
203 North Spruce Street  
Valley, Nebraska 680644

**Subject: City of Valley Overlay District Commercial Design Standards Review**  
Valley, Nebraska  
HGM Proposal No. 000723-135

Dear Rune:

On behalf of HGM ASSOCIATES INC. (HGM) we are pleased to submit this letter form agreement for engineering services for the referenced project. This agreement consists of this letter, the attached Scope of Services labeled as Exhibit A, the attached General Provisions labeled as Exhibit B, and our Standard Hourly Rate Schedule labeled as Exhibit C.

HGM will provide Basic Services including Architectural and Engineering Review. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services upon your request and receipt of your written authorization.

HGM will provide these Basic Services on an hourly basis with our total cost estimated not to exceed \$17,800, based on the following breakdown:

Kick-off Meeting and City Council Meeting	\$2,200
Review Section 12.05 Design Standards – Highway Overlay District	\$4,600
Prepare Typical Rendering for Big Box, Strip Mall, and Contractor Bays	\$4,800
Review Section 12.04 Landscaping and Screening Requirements	\$2,900
Review Article 8: Sign Regulations	<u>\$3,300</u>
Total	\$17,800

Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule.

We will bill you monthly for our services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to HGM within 30 days of the invoice date. A service charge of one and one-half percent per month will be added to any amounts outstanding after 30 days.

**Mr. Rune van den Boogaart, Building Inspector**  
**City of Valley**  
July 19, 2023

We anticipate that we will be able to begin work on this project within 5 working days of receiving your authorization to proceed in the form of your acceptance of this agreement. We estimate that the initial review can be completed within 15 days of receiving your authorization to proceed. If at any time we are delayed in the performance of these services, we will notify you immediately in writing. Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to our beginning work.

Please indicate your acceptance of this agreement by signing where indicated below and returning one original signed copy to this office OR you may then scan a complete set of this document and email or fax it in its entirety to HGM. We sincerely appreciate the opportunity to work with you.

Sincerely,  
HGM ASSOCIATES INC. - CONSULTANT



John E. Jorgensen, P.E.  
Project Manager



Terrence L. Smith, P.E.  
President

Acceptance of Proposal:

CITY OF VALLEY, NEBRASKA - CLIENT

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date of Acceptance

## SCOPE OF SERVICES

## EXHIBIT A

This is an exhibit attached to and made part of the letter agreement dated July 19, 2023, between: CITY OF VALLEY, NEBRASKA (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT).

Project Description: **City of Valley Overlay District Commercial Design Standards Review**  
The main project goals are to simplify the code sections and to potentially reduce undue financial hardship on developers will maintaining reasonable design standards compared with similar metro-area Cities.

The Basic Services to be provided by the CONSULTANT under this agreement are further described as follows:

### 1. MEETINGS AND DATA COLLECTION

- A. Project Kick-off meeting to go through the code sections in detail and get City input.
- B. Complete internet search to compile existing City commercial design standards of similar sized Cities in the metro-area and the Midwest.
- C. Progress meeting with City staff to review proposed code changes/additions and preliminary renderings.
- D. HGM will attend a (one) City Council meeting to discuss the proposed adjustments to the City code and answer questions.

Note: Additional in person meetings can be added as Additional Services.

**Deliverable: Summary of internet search results.**

### 2. ARCHITECTURAL AND LANDSCAPING REVIEW

- A. Develop a draft copy of the revised code sections with deletions, modifications and additions tracked (existing language lined out and new text in bold) for review by the City.
- B. Draft renderings of typical front elevations for three development types (big box, strip mall and contractor bays). Three (3) total renderings included in fee. Additional renderings can be added as Additional Services.
- C. Finalize revised code sections for presentation to the Planning Commission and City Council.
- D. Finalize typical front elevation renderings for adoption into the associated code sections.

**Deliverables: Draft copy of revised code sections, draft renderings, final revised code sections and final typical renderings.**

### CLIENT'S RESPONSIBILITIES:

For the CONSULTANT to perform these services, the CLIENT agrees to furnish the following information:

- A. None at this time.

## GENERAL PROVISION

## EXHIBIT B

This is an exhibit attached to and made part of the letter agreement dated July 19, 2023, between: CITY OF VALLEY, NEBRASKA (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

**Ownership of Instruments of Service:** All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain these records for a period of ten (10) years, during which period they will be made available to the CLIENT at all reasonable times. CONSULTANT will provide CLIENT with a paper copy of the plans, the specifications, and laboratory test reports for information and reference in connection with the project; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or CONSULTANT'S subconsultants.

**CADD/Electronic Files:** In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

**Termination or Suspension:** If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT'S option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

If the CLIENT suspends the Project, the CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses indicated in the next paragraph.

Termination Expenses are in addition to compensation for the CONSULTANT'S services and include expenses directly attributable to termination for which the CONSULTANT is not otherwise compensated.

The CLIENT'S rights to use the CONSULTANT'S Instruments of Service in the event of a termination of this Agreement are set forth in the Ownership of Instruments of Service clause above. If the CLIENT requests copies of the CONSULTANT'S Instruments of Service, the cost of the preparation of those copies shall be considered as a Termination Expense.

**Plan Revisions:** If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensation for such changes. Fees for these changes will be computed on an hourly basis.

**Information Furnished by CLIENT:** CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

**Information Furnished by Utility Companies:** The utility locations shown on the CONSULTANT'S instruments of service are from locates or drawings provided to the CONSULTANT by the utility companies. The CONSULTANT makes no guarantee that the utilities shown on the CONSULTANT'S instruments of service comprise all such utilities in the area, either in service or abandoned. The CONSULTANT further does not warrant that the utilities shown on the instruments of service are in the exact location indicated.

**Successors and Assigns:** Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

**Limitation of Liability:** The CLIENT agrees that to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, CONSULTANT'S officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to torts, negligence, professional errors or omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by CONSULTANT or \$100,000 whichever is greater.

## GENERAL PROVISIONS

## EXHIBIT B

**Waiver of Consequential Damages:** Notwithstanding anything in this Agreement to the Contrary, it is agreed that CONSULTANT shall not be liable in any event for any special or consequential damages suffered by the CLIENT arising out of the services hereunder. Special or consequential damages as used herein shall include, but not limited to, loss of capital, loss of product, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

**Opinion of Probable Construction Cost:** Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the CONSULTANT's opinion of probable construction cost.

**Construction Phase Services:** (If included under the scope of this Agreement) The CONSULTANT shall provide administration of the Contract between the CLIENT and the Contractor as set forth below and in General Conditions of the Contract for Construction. The CONSULTANT's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the CONSULTANT issues the Statement of Final Completion.

The CONSULTANT shall advise and consult with the CLIENT during the Construction Phase Services. The CONSULTANT shall have authority to act on behalf of the CLIENT only to the extent provided in this Agreement or the General Conditions of the Contract for Construction. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in substantial compliance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the CONSULTANT shall keep the CLIENT reasonably informed about the progress and quality of the portion of the Work completed, and report to the CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**Jobsite Safety:** That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the CLIENT'S contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

**Construction Staking:** That the Fees the CONSULTANT receives for the task of construction staking are not commensurate with the potential risk. CLIENT, therefore, agrees to check or require General Contractor to check the location of all construction stakes placed by the CONSULTANT. CLIENT further agrees to limit liability of CONSULTANT for construction staking services such that the total liability of the CONSULTANT shall not exceed the CONSULTANT'S compensation received for the particular service, or \$5,000.00, whichever is greater.

**Hazardous Materials:** The CLIENT agrees that the CONSULTANT's scope of services does not include any services related to the presence of any asbestos, fungi, bacteria, mold or hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials. The CLIENT further agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, partners, employees and subconsultants (collectively, CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos, fungi, bacteria, mold, hazardous or toxic substances, or products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the CONSULTANT.

**Mediation:** Any claims or disputes under this agreement shall be submitted to non-binding mediation.



**RATE RANGE SCHEDULE**  
**EFFECTIVE 12/16/2022 - 12/15/2023**

Principal Engineer	\$197.00 - 286.00 /hour
Sr. Project Engineer/Project Manager	142.00 - 244.00 /hour
Sr. Project Architect/Project Manager	120.00 - 244.00 /hour
Structural Engineer	142.00 - 232.00 /hour
Project Engineer	110.00 - 164.00 /hour
Project Architect	88.00 - 164.00 /hour
Landscape Architect	104.00 - 160.00 /hour
Senior Design Engineer	96.00 - 162.00 /hour
Design Engineer/Intern Architect	80.00 - 154.00 /hour
Land Surveyor	110.00 - 206.00 /hour
Technician	60.00 - 150.00 /hour
3D Laser Scanner with one surveyor	215.00 - 325.00 /hour
1-Man Survey Crew *	92.00 - 203.00 /hour
2-Man Survey Crew *	187.00 - 358.00 /hour
3-Man Survey Crew *	306.00 - 420.00 /hour
Administrative Assistant	70.00 - 104.00 /hour

\* Survey crews are comprised of surveyors or engineering technicians at hourly rates specified and depending on project complexity, however, 2-man and 3-man crew rates are guaranteed to not exceed crew ranges specified.