

AGENDA
VALLEY CITY COUNCIL
Tuesday, December 12, 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**

At this time, any individual may speak on any issues not 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.

6. **Approval of Agenda**
7. **Consent Agenda**

All agenda items on 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 invoices and additional invoices presented for payment

7.D. Accept November Payroll \$92,691.85
IRA \$4,278.72

7.E. Accept November Keno Receipts \$9,605.40

7.F. Accept PeopleService Inc., Report

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

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

- 7.G. Accept November Planning Commission Minutes
- 7.H. Accept November Board of Adjustments Minutes
- 7.I. Accept September Library Board Minutes
- 7.J. Accept November Library Statistics
- 7.K. Accept Valley Veterans 2023 Fireworks report
- 7.L. Accept Valley Days Foundation 2023 Fireworks report
- 8. **Jodie Landon - Request for speed bumps on West Valley Street**
- 9. **Waterloo-Valley Rec. Association - Tyler Curtis - Application for Special Designated License for April 6, 2024**
- 10. **Douglas County West Youth Sports Organization - Scott Klawitter - Application for Special Designated License for April 6, 2024**
- 11. **Approval of Appointments**
 - **City Engineer - Eagle Engineering Group, LLC**
 - **City Street Superintendent - Gregory E. Perry, PE**
 - **City Attorney(s) - Farnham & Griffin, PC, LLO**
 - **City Clerk - Christie Donnermeyer**
 - **City Treasurer - Lori Sorensen**
 - **Police Chief - James Deemer**
 - **Public Works Superintendent - Doug Eggen**
- 12. **Preliminary Plat - Valley Landing**
 - **Motion to approve Preliminary Plat**
- 13. **Ordinance No. 798 Parks and Recreation Advisory Committee**
- 14. **Ordinance No. 799 Salaries of the Employees of the City of Valley**
- 15. **Ordinance No. 800 Vacating a portion of the existing right-of-way of Meigs Street**
- 16. **Ordinance No. 801 Amendment to Kennel definition, Bicycle registration, and Dog license tags.**
- 17. **Ordinance No. 802 Updated land use matrix**
 - **Review**
 - **Open Public Hearing**

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- **Close Public Hearing**
 - **Ordinance No. 802**
18. **Ordinance No. 803 Sign regulations**
- **Review**
 - **Open Public Hearing**
 - **Close Public Hearing**
 - **Ordinance No. 803**
19. **Ordinance No. 804 Landscaping and screening requirements**
- **Review**
 - **Open Public Hearing**
 - **Close Public Hearing**
 - **Ordinance No. 804**
20. **Ordinance No. 805 Overlay district design standards**
- **Review**
 - **Open Public Hearing**
 - **Close Public Hearing**
 - **Ordinance No. 805**
21. **Resolution No. 2023-72 Council consideration/action to approve the updated Emergency Contractor List**
22. **Resolution No. 2023-77 Council consideration/action to approve agreement with JEO for Valley Park Phase 1 Improvements**
23. **Resolution No. 2023-78 Bland & Associates conduct 2023 audit.**
24. **PeopleService - update**
25. **Olmsted & Perry - Water Improvement Projects**
- 25.A. Progress update on all the water improvement projects.
 - 25.B. Resolution No. 2023-73 Council consideration and action to approve Application for Payment No. 3 from Onyx Blasting and Coating in the amount of \$196,448.01.
 - 25.C. Resolution No. 2023-74 Council consideration and action to approve Application for Payment No. 5 from Neuvirth Construction, Inc. in the amount of \$316,800.00.

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26. City Engineer

26.A. Stillwater Lake Phase 1 - Resolution No. 2023-75 Council consideration and action to approve contractor's application for payment to Vrba Construction, Inc. in the amount of \$171,799.25 and the City of Valley in the amount of \$6,855.15

26.B. Stillwater Lake Phase 2 - Resolution No. 2023-76 Council consideration and action to approve contractor's application for payment to Thompson Construction, Inc. in the amount of \$191,135.88 and the City of Valley in the amount of \$15,053.99

26.C. Other/Miscellaneous

- Ginger Cove Lift Station No. 3 upgrades.
- Val-haven (Southwest No. 2) and Ginger Woods No. 2 Lift Station improvements.
- FY24 Street projects.

27. City Attorney

28. Employee Wages

29. Mayor's Report

30. Upcoming Items

- Planning Commission: December 19, 2023
- Christmas Tree Recycling City Park Parking Lot - December 26, 2023 - January 19, 2024

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**NOTICE OF MEETING
CITY OF VALLEY**
Tuesday, December 12, 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, December 12, 2023, at 7:00 p.m. at Valley City Hall.
Public Hearings will be held for the purpose of hearing testimony on the following:

- 1. Various Ordinance Amendments
 - Kennel definition
 - Bicycle registration
 - Dog license tags
 - Allowable zones for various types of storage
 - Sign Regulations
 - Landscaping and screening requirements
 - Overlay district design standards

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

Christie Donnermeyer
~~Deputy City Clerk~~

12/4

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THE DAILY RECORD OF OMAHA

JASON W. HUFF, Publisher

PROOF OF PUBLICATION

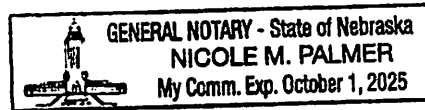
UNITED STATES OF AMERICA,
The State of Nebraska,
District of Nebraska,
County of Douglas,
City of Omaha

} 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:

12/4/23

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 \$29.33

Additional Copies \$ _____

Filing Fee \$ _____

Total \$29.33

Jason W Huff

Subscribed in my presence and sworn to before me this DECEMBER 04 2023

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

MINUTES
REGULAR MEETING
November 14, 2023

1. and 2. **Roll Call and Call to Order** – Mayor Grove called the meeting to order at 7:00 p.m. Present were Mayor Grove; council members, TenEyck, Lewis, Batcher and Ueckert. Also present: City Attorney Jeff Farnham, Christie Donnermeyer Deputy Clerk and City Clerk Cheryl K. Eckerman.

Mayor Grove noted the location of the open meetings act, and 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/Correspondence:

Everett Lerew 1105 S. East Street spoke in support of Wendy Deane concerning downtown business development.

Cheryl Schuster 26803 Taylor Street spoke in support of the new park and the need for more pickle ball courts.

Moria Winters 309 E. Gardiner spoke in support of and the need for building a new city hall, library, and police station.

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

7. **Consent Agenda** Council member Batcher moved to approve the consent agenda. Ueckert seconded. Lewis, Ueckert, Batcher, and TenEyck voted YES. NO; no one. Motion carried. Items on the consent agenda were to accept minutes from October 10, 2023; Treasurer’s Report, September Payroll \$93,881.68 & IRA, \$11,269.64; Keno Receipts \$6,505.99; PeopleService Report, Cemetery Board minutes October 12, 2023; Library Statistics, October 2023; Tree Board Minutes, October 16, 2023; and the following bills: **Services/Utilities/Insurance:** 911 Custom 141.00; Accufund 625.00; Advanced Heating 109.00; AFLAC 712.38; Amazon Business 90.34; Arps 6383.01; Black Hills Energy 391.41; Cintas 202.33; Cox 519.69; Daily Record 343.42; Datashield Corp 45.00; Douglas County 14482.01; Douglas County Env 3498.00; Eagle Engineering 34191.15; Erickson & Books 6175.00; Evoqua Water Tech 18978.75; Farnham & Griffin 6912.50; Five Nines 3735.00; Fremont Utilities 34055.21; Giff Property Services 4800.00; Great Plains Comm. 911.96; IBTS 3307.50; ICMA 450.00; LARM 830.44; Mutual of Omaha 2963.06; NLA 60.00; Ne Library Comm 500.00; Olmsted & Perry 31021.39; OPPD 16893.85; R Ortmeier CPA 33,000.00; PeopleService 37944.00; Waste Connections 125.84; Window Pro 20.00; MS Wiekhorst 2825.00; YMCA 30.00; Z-Best 3500.00; **Supplies/Equipment:** Ace Hardware 77.18; Valley Ace 94.30;

Amazon 180.41; Baker & Taylor 1984.48; Bound to Stay Bound 179.54; Cappel Auto 245.83; Cornhusker State Industries 358.20; Coast to Coast Solutions 270.66; Core & Main 12528.00; Dick's Market 42.92; Eakes 461.98; Everetts 30.00; First Book 50.48; First Ne Bank 4176.50; Gene Steffy 42810.00; Gretna Small Engine 133.86; Haver's Auto 1026.06; hgm Assoc 5041.22; Host Coffee 204.62; John Deere Financial 285.45; JD Car Wash 100.30; Kore Services 1500.00; Layne Christensen 63621.95; Love's 3419.39; Menards 28.76; Michael Matzen 823.90; Neb. Sweeping 3867.44; Neuvirth Const 135000.00; NMC Cat 11.03; Onyx Blasting & Coating 139500.00; Petty Cash 76.22; Quality Fence 14192.00; Regal 110.40; Rhomar Ind 302.88; Two Rivers Sand & Gravel 3321.50; Uline 903.00; Verizon 423.08; Vrba Const 34733.50; **Bond Payments:** FNB/bond 5962.50; FNB/bond 5962.50. **Reimburse/Refund:** Art of a Craftsman 2150.00; Browning W 300.00; CCR Properties 150.00; Christensen, J. 1000.00; Charles Thomas Homes 150.00; Daeges, D 150.00; D Dunham 14.10; Distinct Homes 500.00; G Lee Homes 1000.00; Haven Homes 1000.00; Hemphill M 600.00; KJG Properties 150.00; Landmark Performance 1000.00; Midwest Dwellings 150.00; Ramm Const 1000.00; Siebler Bldg 1000.00; Venture Cont 1000.00; Martinez, J 1000.00; Sheets, T 64.00; Siebler Bldg 116.11; Stacy, Z 52.53; Thompson & Sons 150.00; Wheelhouse Invest 150.00; 725 Duplex 150.00.

8. Recognition of City Clerk, Cheryl Eckerman – City Clerk Cheryl Eckerman was presented with a plaque in appreciation for her years of services with the City of Valley. Cheryl will be retiring November 30, 2023.

9. Tyler Curtis – Mr. Curtis did not appear.

10. Angela Exstom – 502 S Park Ave. requested street closure during Valley Christmas Tree lighting on November 25. Council member Lewis moved to approve the request. Ueckert seconded. Batcher, TenEyck, Lewis, and Ueckert voted YES. NO; no one. Motion carried.

11. Wendy Deane – 207 N Spruce. Voiced concerns regarding development of the downtown business district.

12. Mike Stanzel- 400 West addressed Council to request a change to the Ordinance regarding parking of utility trailers.

13. Jim Thiessen – 117 W. Alexandar Mr. Thiessen voiced concerns regarding the procedure for agenda requests.

14. Valley Lakes Business Park – preliminary plat. Rick Onnen reviewed the preliminary plat application.

Mayor Grove opened the public hearing on the preliminary plat.

No public testimony was given. Mayor Grove closed the public hearing.

Council member TenEyck moved to approve the preliminary plat. Batcher seconded. Batcher, TenEyck and Ueckert voted YES. NO: Lewis. Motion carried.

15. Valley View - preliminary plat lots 1 through 269. The applicant requested a continuation.

16. Valley Sports District Area – blight study. The applicant requested a continuation.

17. Ordinance No. 797 – Amending terms limits for library board - Council member Ueckert introduced Ordinance No. 797 AN ORDINANCE REVISING THE TERM LIMITS FOR THE LIBRARY BOARD AMENDING SECTION 1-1201 OF THE VALLEY MUNICIPAL CODE TO DELETE THE TERM LIMITS 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: Ueckert, Batcher, TenEyck and Lewis. NO: no one. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said Ordinance was then read by title and thereafter Council member Lewis moved for final passage of the ordinance which motion was seconded by Council member Ueckert. The Mayor then stated the question “Shall Ordinance No. 797 be passed and adopted. Upon electronic vote, the following council members voted YES: Batcher, Ueckert, Lewis and TenEyck. NO: no one. 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.

18. Resolution No. 2023-71 – Agreement for audit preparation. Council member Batcher introduced, read, and moved for passage of Resolution No. 2023-71 authorizing the Mayor to sign the agreement with Creative Planning for audit preparation and entry reconciliation for FY 2022. Ueckert seconded. Lewis, TenEyck, Ueckert, and Batcher voted YES: NO: no one. Motion carried. A true, correct, and complete copy of said resolution is on file at city hall.

19. Motion to Accept September 30, 2022, Audit Report and Response - Council member Batcher moved to accept the audit report as prepared by Ric Ortmeier, CPA. Lewis seconded. TenEyck, Ueckert, Lewis, and Batcher voted YES: NO: no one. Motion carried.

20. LIGHT – Designation of LIGHT as agent for medical insurance. Council member Batcher moved to designate LIGHT as agent of record for medical insurance benefit. TenEyck seconded. TenEyck, Ueckert, Lewis, and Batcher voted YES: NO: no one. Motion carried.

21. Retirement Plan – Vesting Option. Council member Lewis moved to select the Three-Year Cliff vesting option for the employer portion of the retirement fund. TenEyck seconded. TenEyck, Ueckert, Lewis, and Batcher voted YES: NO: no one. Motion carried.

22. Resolution No. 2023-62 – Year-end Certification of City Street Superintendent 2023. Council member TenEyck introduced, read, and moved for passage of Resolution No. 2023-62 authorizing Mayor Grove to sign the Year End Certification of City Street Superintendent for 2023 confirming

the required annual appointment of the City Street Superintendent. Lewis seconded. Lewis, TenEyck, Batcher and Ueckert voted YES. NO; no one, motion carried. A true, correct, and complete copy of said resolution is on file at city hall.

23. Resolution No. 2023-63 – Agreement with NDOT for snow removal on Highway 64 outside City limits. Council member Ueckert introduced, read, and moved for passage of Resolution No. 2023-63 authorizing Mayor Grove to execute the Agreement with NDOT for snow removal on Highway 64 outside the city limits on behalf of the City of Valley. Lewis seconded. Batcher, Lewis, TenEyck and Ueckert voted YES. NO; no one, motion carried. A true, correct, and complete copy of said resolution is on file at city hall.

24. Resolution No. 2023-64 – Carrying firearms on City owned property - Council member Lewis introduced, read, and moved for passage of Resolution No. 2023-64 regarding carrying of firearms on City owned property. TenEyck seconded. Lewis, Ueckert, TenEyck and Batcher voted YES. NO; no one, motion carried. A true, correct, and complete copy of said resolution is on file at city hall.

25. PeopleService – update- Jim Olmsted gave updates on the water projects.

26. Olmsted & Perry – Water Improvement Projects – Jim Olmsted, special engineer on Water Projects gave an update on the following projects: New Well, Backwash Recovery, Chemical Feed, Filter Media, and Repainting of the Water Tank.

Council member Batcher moved to approve Change Order No. 2 in the amount of \$5,830.00 increase for final contract items. TenEyck seconded. All in favor. The motion carried.

Council member TenEyck introduced, read, and moved for passage of Resolution No. 2023-65 authorizing the payment of \$16,252.20 to Layne Christensen Company for the New Well 22-1. Batcher seconded. Lewis, Batcher, TenEyck and Ueckert voted YES: NO: no one. Motion carried. A true correct and complete copy of said resolution is on file at city hall.

Council member Batcher introduced, read, and moved for passage of Resolution No. 2023-66 authorizing the payment of \$47,369.75 to Layne Christensen Company for the New Well 22-1. Batcher seconded. Lewis, Batcher, TenEyck and Ueckert voted YES: NO: no one. Motion carried. A true correct and complete copy of said resolution is on file at city hall.

Council member Batcher moved to approve the Certificate of Substantial Completion and related close-out documents. Lewis seconded. All in favor. The motion carried.

Council member Lewis introduced, read, and moved for passage of Resolution No. 2023-67 authorizing the payment of \$139,500.00 to Onyx Blasting & Coating, LLC for the water tower repair and repainting. Batcher seconded. Lewis, Batcher, TenEyck and Ueckert voted YES: NO: no one. Motion carried. A true correct and complete copy of said resolution is on file at city hall.

Council member Batcher moved to approve Change Order No. 2 in the amount of \$24,089.00 increase for a one-week work extension and for additional costs for blasting and repair work. Lewis seconded. All in favor. The motion carried.

Council member Ueckert introduced, read, and moved for passage of Resolution No. 2023-68 authorizing the payment of \$135,000.00 to Neuvirth Construction Inc. for the backwash recovery. Lewis seconded. Lewis, Batcher, TenEyck and Ueckert voted YES: NO: no one. Motion carried. A true correct and complete copy of said resolution is on file at city hall.

Council member Batcher moved to approve Change Order No. 3 in the amount of \$5,934.311 to formalize the work change directive number 1 which was previously approved. Lewis seconded. All in favor. The motion carried.

27. City Engineer – Greg Perry reviewed ongoing projects.

Resolution No. 2023-69 – Still Water Lake Phase I Reimbursement – Council member TenEyck introduced, read, and moved for passage of Resolution No. 2023-69 authorizing United Republic Bank to disburse to Vrba Construction the amount of \$108,200.11 for water main, sanitary sewer, and storm sewer improvements. Batcher seconded. TenEyck, Batcher and Ueckert voted YES: NO: Lewis. Motion carried. A true, correct, and complete copy of said resolution is on file at city hall.

Resolution No. 2023-70 – Still Water Lake Phase II Reimbursement – Council member Batcher introduced, read, and moved for passage of Resolution No. 2023-70 authorizing United Republic Bank to disburse to Thompson Construction Inc. the amount of \$45,908.81 for water main, sanitary sewer, and storm sewer improvements and disburse to the City of Valley the amount of \$467.50 for reimbursement. TenEyck seconded. TenEyck, Batcher and Ueckert voted YES: NO: Lewis. Motion carried. A true, correct, and complete copy of said resolution is on file at city hall.

Council member Lewis moved to authorize advertisements for bids for diamond grinding of Meigs Street. TenEyck seconded. All in favor. The motion carried.

Council member Lewis moved to authorize advertisements for bids for asphalt resurfacing of Center Street and Maple Street. TenEyck seconded. All in favor. The motion carried.

Council member Lewis moved to move forward with the water treatment plant expansion. TenEyck seconded. All in favor. The motion carried.

Updates were given on the following projects: Ginger Cove lift station number 3 upgrades; Valhaven and Ginger Woods number 2 lift station improvements; Valley View development; Valley Landing development and Valley Lakes Business Park development.

28. **City Attorney** - Jeff Farnam reviewed ongoing projects.

24. **Mayor's Report** - Mayor Grove reported on Building Inspector new certifications; water meter repairs; scanning of documents; and flag donation for Veteran's park.

25. **Upcoming Items** Planning Commission: November 21, 2023; Board of Adjustments November 20, 2023, Valley Christmas Tree lighting November 25, 2023 and Cheryl Eckerman retirement party December 1, 2023.

The meeting adjourned at 8:19 p.m.



Mayor Cindy Grove



Christie Donnermeyer, Deputy City Clerk

City of Valley Treasurer's Report November 2023							
		Cash Balance 10/31/2023	Net Income or (Loss)	Fund 3 Withholdings	Interfund Transfers	Cash Balance 11/30/2023	Investments 11/30/2023
General - Fund 1	<u>Dept</u>						\$14,477.88
		\$1,103,905.69	(\$54,026.12)			\$1,049,879.57	
Pines Assessments		\$310,761.67	\$664.09			\$311,425.76	
Bond - Fund 2	021	\$438,510.03	\$2,353.41			\$440,863.44	
C D A	001	\$48,249.25	\$89.74			\$48,338.99	
		\$1,901,426.64	(\$50,918.88)	\$0.00	\$0.00	\$1,850,507.76	
City of Valley Pooled Cash Proprietary Funds							
		Cash Balance 10/31/2023	Net Income or (Loss)	Fund 3 Withholdings	Interfund Transfers	Cash Balance 11/30/2023	Investments 11/30/2023
Funds							
Water/Waste - Fund	024	\$3,100,177.11	(\$268,859.97)			\$2,831,317.14	\$9,551.37
Cap. Facility Chg.	024	\$1,918,974.86	\$12,511.59			\$1,931,486.45	
		\$5,019,151.97	(\$256,348.38)	\$0.00	\$0.00	\$4,762,803.59	
	<u>Dept</u>	Cash Balance 10/31/2023	Net Income or (Loss)	Fund 3 Withholdings	Interfund Transfers	Cash Balance 11/30/2023	
Fund 4							
Nursing Home	050	\$852,154.12	\$13,386.59			\$865,540.71	
Fund 8							
Keno	056	\$250,352.02	\$6,772.90			\$257,124.92	
Fund 10							
Sales Tax	058	\$3,576,805.26	\$179,697.59			\$3,756,502.85	
ARPA							
		\$319,591.44	\$682.96			\$320,274.40	
		\$4,998,902.84	\$200,540.04	\$0.00	\$0.00	\$5,199,442.88	
Total All Funds		\$11,919,481.45	(\$106,727.22)	\$0.00	\$0.00	\$11,812,754.23	\$23,968.89

<u>Due Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
12/13/2023	Everett's Auto Repair	tire mount	20.00
12/13/2023	LOVE'S TRAVEL STOPS & COUNTRY STORE	fuel	119.29
12/13/2023	LOVE'S TRAVEL STOPS & COUNTRY STORE	fuel	513.63
12/13/2023	Five Nines Technology Group INC	service agreement	3,735.00
12/13/2023	Municipal Code Services	ord 797 library board terms	100.00
12/13/2023	AMERICAN LEGAL PUBLISHING	codification of ordinances	2,919.71
12/13/2023	OPPD		14,690.84
12/13/2023	Michael Matzen	cleaning	823.90
12/13/2023	ACCUFUND	consumption changes	31.25
12/13/2023	911 Custom	ultra stinger unit #54	304.00
12/13/2023	Amazon Business		36.63
12/13/2023	MUTUAL OF OMAHA PAYMENT PROCESSING CENTER		2,913.44
12/13/2023	LARM	auto insurance	557.47
12/13/2023	Lien Termite & Pest Control		92.00
12/13/2023	Black Hills Energy		853.65
12/13/2023	Eakes Office Solutions		872.31
12/13/2023	YMCA OF GREATER OMAHA		30.00
12/13/2023	Amazon Business		27.98
12/13/2023	Datashield Corporation		45.00
12/13/2023	PEOPLESERVICE INC	warer wastewater monthly service	33,485.00
12/13/2023	AFLAC		805.92
12/13/2023	JP COOKE	corporate seal	77.53
12/13/2023	Window Pro		20.00
12/13/2023	LIM CONSTRUCTION DBA EVOLVED STRUCTURES	28414 laurel cir permit refund	1,000.00
12/13/2023	IDEAL DESIGNS REMODELING & CONSTRUCTION LLC	6231 n 295th st permit refund	1,000.00
12/13/2023	MIDWEST DWELLINGS LLC	317 lilac st permit refund	1,000.00
12/13/2023	FIRST NEBRASKA BANK	credit card	221.03
12/13/2023	WEARDEN HOMES LLC	27080 rainwood rd	1,000.00
12/13/2023	HAVEN HOMES NEBRASKA LLC	26815 manderson permit refund	1,000.00
12/13/2023	SHEPARD HOMES INC	122 ginger cove permit refund	500.00
12/13/2023	Eagle Engineering Group LLC		5,160.14
12/13/2023	Eagle Engineering Group LLC		2,003.84
12/13/2023	Eagle Engineering Group LLC	stillwater sewer water main improvements	6,855.15
12/13/2023	Eagle Engineering Group LLC	street superintendent services	595.00
12/13/2023	Eagle Engineering Group LLC	center st & maple resurfacing	11,536.00
12/13/2023	Eagle Engineering Group LLC	ginger woods asphalt	1,170.00
12/13/2023	Eagle Engineering Group LLC	meigs st diamond grinding	5,535.51
12/13/2023	LOVE'S TRAVEL STOPS & COUNTRY STORE		152.79
12/13/2023	LOVE'S TRAVEL STOPS & COUNTRY STORE		499.68
12/13/2023	LOVE'S TRAVEL STOPS & COUNTRY STORE		665.54
12/13/2023	The Daily Record		30.67
12/13/2023	Eagle Engineering Group LLC	stillwater phase 2 sanitary sewer & water	15,053.99
12/13/2023	Eagle Engineering Group LLC	general	460.00
12/13/2023	Eagle Engineering Group LLC	water supply evaluation	2,250.00
12/13/2023	LINE X OF IRVINGTON	bed liner, rear wheel wells	935.00
12/13/2023	Ace Hardware #339C		128.19

12/13/2023	VALLEY ACE HARDWARE	battery lithium velcro strip	11.18
12/13/2023	VALLEY ACE HARDWARE	carr screw	8.29
12/13/2023	VALLEY ACE HARDWARE	elmt grd ext	63.99
12/13/2023	VALLEY ACE HARDWARE	fasteners	5.97
12/13/2023	VALLEY ACE HARDWARE	gfic outlet sharpie marker	30.97
12/13/2023	VALLEY ACE HARDWARE	slip hook quick link fasteners	122.11
12/13/2023	ROB'S OIL COMPANY INC		4,525.15
12/13/2023	Bomgaars	extention	21.98
12/13/2023	S2 ROLLOFFS	12 yard ton disposal	365.00
12/13/2023	SITEONE LANDSCAPE SUPPLY		38.72
12/13/2023	NMC- Omaha HQ	element	87.17
12/13/2023	Everett's Auto Repair		145.00
12/13/2023	Everett's Auto Repair	tire repair	33.50
12/13/2023	Everett's Auto Repair	battery	351.90
12/13/2023	ELKHORN FENCE COMPANY		204.86
12/13/2023	SID DILLON	gmc - red	52,859.00
12/13/2023	Bauer Built		1,114.00
12/13/2023	Core & Main		20,391.88
12/13/2023	TREKK Design Group LLC		1,815.00
12/13/2023	WIESE PLUMBING & EXCAVATING INC		3,576.79
12/13/2023	Code 1 Supply		208.34
12/13/2023	GREAT PLAINS UNIFORMS		359.00
12/13/2023	Jones Automotive		343.62
12/13/2023	Jones Automotive		2,280.69
12/13/2023	GENE STEFFY		495.70
12/13/2023	Blizzard Boys, LLC		8,549.00
12/13/2023	XPRESS Bill Pay		525.04
12/13/2023	Amazon Business		130.58
12/13/2023	Amazon Business		299.70
12/13/2023	The Daily Record		32.67
12/13/2023	The Daily Record		83.33
12/13/2023	The Daily Record		30.67
12/13/2023	The Daily Record		23.33
12/13/2023	The Daily Record		29.33
12/13/2023	Farnham & Griffin, P.C., L.L.O.		2,940.00
12/13/2023	GREAT PLAINS COMMUNICATIONS		912.45
12/13/2023	Host Coffee Service		192.49
12/13/2023	Menards- Fremont		358.94
12/13/2023	MENARDS - ELKHORN		164.96
12/13/2023	MENARDS - ELKHORN		95.88
12/13/2023	MENARDS - ELKHORN		2.98
12/13/2023	EGGEN, DOUG		200.00
12/13/2023	JOHN DEERE FINANCIAL		1,182.75
12/13/2023	CINTAS CORP	Wet mop, Sig air Serv, toilet paper, black mats, paper towels, soap.	243.89
12/13/2023	CINTAS CORP	Black Mats, Sig Air SVC, Soap, Paper towels	131.22
12/13/2023	CINTAS CORP	Band-Aids & medical cabinet supplies	89.16
12/13/2023	The Daily Record		184.95
12/13/2023	First State Bank Nebraska		5,962.50

12/13/2023	First Nebraska Bank (Brainard)		5,962.50
12/13/2023	MARK & DEB HOPKINS	6209 N 295th permit refund	1,000.00
12/13/2023	CAPPEL AUTO SUPPLY		27.99
12/13/2023	CAPPEL AUTO SUPPLY		35.61
12/13/2023	CAPPEL AUTO SUPPLY		759.79
12/13/2023	CAPPEL AUTO SUPPLY		23.99
12/13/2023	CAPPEL AUTO SUPPLY		30.99
12/13/2023	CAPPEL AUTO SUPPLY		11.99
12/13/2023	CAPPEL AUTO SUPPLY		5.99
12/13/2023	CAPPEL AUTO SUPPLY		10.48
12/13/2023	CAPPEL AUTO SUPPLY		56.97
12/13/2023	CAPPEL AUTO SUPPLY		9.49
12/13/2023	CAPPEL AUTO SUPPLY		87.96
12/13/2023	Fremont Department of Utilities	monthly readings	28,627.01
12/13/2023	COX BUSINESS		519.69
12/13/2023	ADVANCED HEATING & A/C	furnace check	515.00
12/13/2023	Marking Refrigeration INC	ice machine repair	571.00
12/13/2023	Baker & Taylor		387.39
12/13/2023	Baker & Taylor		200.37
12/13/2023	Baker & Taylor		70.30
12/13/2023	Midwest Tape LLC		196.17
12/13/2023	Midwest Tape LLC		23.24
12/13/2023	Midwest Tape LLC		183.70
12/13/2023	Midwest Tape LLC		57.48
12/13/2023	BOUND TO STAY BOUND		19.08
12/13/2023	BOUND TO STAY BOUND		51.36
12/13/2023	The Daily Record		242.66
12/13/2023	JD'S CAR WASH & DETAILING LLC	police car wash	129.20
12/13/2023	Waste Connections of Nebraska Inc		238.84
12/13/2023	Steve Coffman	26440 emmett plaza permit refund	500.00
12/13/2023	ART OF A CRAFTSMAN	28630 laurel cir permit refund	1,000.00
12/13/2023	HACKEL CONSTRUCTION INC	7304 n west ace hardware permit refunded	1,000.00
12/13/2023	IOWA PUMP WORKS	sewer	41,951.26
12/13/2023	Douglas County Environmental	nov 2023	2,622.00
12/13/2023	Douglas County Environmental	oct 2023	3,390.00
12/13/2023	Nebraska Department of Environment & Energy		19,298.38
12/13/2023	Olmsted & Perry Consulting Engineers Inc.		25,198.84
12/13/2023	Olmsted & Perry Consulting Engineers Inc.		1,195.00
12/13/2023	Olmsted & Perry Consulting Engineers Inc.		8,906.70

378,771.13

ADDITIONAL BILL

VERIZON	423.08
JONES	1,442.93
BERGANKDV	1,912.50
PETTY CASH	46.65
SID DILLON	52,159.00

Pay Group: Payroll Period

City of Valley

Gross Wages

Employee

Hourly	\$37,420.50
Salary	\$5,881.88
Cell Phone Reimbursement	\$184.70
K9	\$166.95
Uniform	\$173.25
Total:	\$43,827.28

Net Pay	Uncollected	Collected
Net Check	\$0.00	
Direct Deposit		\$30,896.71

Deductions (included in gross wages)	Uncollected	Collected
AFLAC - Short Term Disability 2023	\$63.30	\$0.00
AFLAC - Specified Health Event 2023	\$10.08	\$0.00
AFLAC Accidental 2023	\$54.75	\$0.00
AFLAC Cancer 2023	\$53.76	\$0.00
AFLAC Hospital 2023	\$19.46	\$0.00
Child Support	\$498.46	\$0.00
Dental Post-Tax	\$20.92	\$0.00
Medical	\$292.69	\$0.00
Mutual of Omaha - AD&D	\$0.00	\$0.00
Mutual of Omaha - LTD	\$0.00	\$0.00
Mutual of Omaha - STD	\$0.00	\$0.00
Mutual of Omaha - Vol Accident	\$56.15	\$0.00
Mutual of Omaha - Vol Critical Illness	\$130.59	\$0.00
Mutual of Omaha - Voluntary Life & AD&D	\$118.86	\$0.00
Mutual of Omaha- Life Ins	\$0.00	\$0.00
MWG - Gap Insurance 2023	\$14.46	\$0.00
Simple IRA 2023	\$2,662.11	\$0.00
Vision Post-Tax	\$4.00	\$0.00
YMCA Membership (In-Network)	\$0.00	\$0.00
Deduction Total:	\$3,999.59	\$0.00

Pay Code: 7796-26870-1175115

Pay Date: 11/17/2023

10/29/2023 through 11/11/2023

Pay Group: Payroll Period

City of Valley

Employee Taxes (included in gross wages)	Uncollected	Collected
Federal	\$0.00	\$3,952.90
Medicare	\$0.00	\$621.58
Social Security	\$0.00	\$2,657.76
State (NE)	\$0.00	\$1,698.74
Employee Tax Total:	\$0.00	\$8,930.98

Employer Taxes	Uncollected	Collected
Medicare	\$0.00	\$621.58
NE-UI	\$0.00	\$6.53
Social Security	\$0.00	\$2,657.76
Employer Tax Total:	\$0.00	\$3,285.87

Uncollected		Collected	
Checks To Print:	\$0.00	Direct Deposits:	\$30,896.71
Employee Taxes:	\$0.00	Employee Taxes:	\$8,930.98
Employer Taxes:	\$0.00	Employer Taxes:	\$3,285.87
Deductions:	\$3,999.59	Deductions:	\$0.00
		Fees:	\$80.40
		Other Collections:	\$0.00
		Bank Transfer to TRAXPayroll.com:	\$43,193.96

Pay Group: Payroll Period

City of Valley

Gross Wages

Employee

Salary	\$4,125.00
Other Taxable	\$315.00
Total:	\$4,440.00

Net Pay	Uncollected	Collected
Net Check	\$0.00	
Direct Deposit		\$4,099.34
Deductions (included in gross wages)	Uncollected	Collected
Deduction Total:	\$0.00	\$0.00
Employee Taxes (included in gross wages)	Uncollected	Collected
Federal	\$0.00	\$0.00
Medicare	\$0.00	\$64.36
Social Security	\$0.00	\$275.28
State (NE)	\$0.00	\$1.02
Employee Tax Total:	\$0.00	\$340.66
Employer Taxes	Uncollected	Collected
Medicare	\$0.00	\$64.36
NE-UI	\$0.00	\$9.76
Social Security	\$0.00	\$275.28
Employer Tax Total:	\$0.00	\$349.40

Pay Code: 7796-26870-1565154

Pay Date: 12/01/2023

09/01/2023 through 11/30/2023

Pay Group: Payroll Period

City of Valley

Uncollected

Checks To Print: \$0.00
Employee Taxes: \$0.00
Employer Taxes: \$0.00
Deductions: \$0.00

Collected

Direct Deposits: \$4,099.34
Employee Taxes: \$340.66
Employer Taxes: \$349.40
Deductions: \$0.00
Fees: \$0.00
Other Collections: \$0.00

Bank Transfer to TRAXPayroll.com: \$4,789.40

Pay Group: Payroll Period

City of Valley

Gross Wages

Employee

Hourly	\$37,761.76
Salary	\$5,881.88
Cell Phone Reimbursement	\$166.23
K9	\$166.95
Uniform	\$173.25
Vacation	\$274.50
Total:	\$44,424.57

Net Pay

Net Check
Direct Deposit

Uncollected

\$0.00

Collected

\$31,415.12

Deductions (included in gross wages)

Uncollected

Collected

AFLAC - Short Term Disability 2023	\$63.30	\$0.00
AFLAC - Specified Health Event 2023	\$10.08	\$0.00
AFLAC Accidental 2023	\$54.75	\$0.00
AFLAC Cancer 2023	\$53.76	\$0.00
AFLAC Hospital 2023	\$19.46	\$0.00
Child Support	\$498.46	\$0.00
Dental Post-Tax	\$13.95	\$0.00
Medical	\$0.00	\$0.00
Mutual of Omaha - AD&D	\$0.00	\$0.00
Mutual of Omaha - LTD	\$0.00	\$0.00
Mutual of Omaha - STD	\$0.00	\$0.00
Mutual of Omaha - Vol Accident	\$56.15	\$0.00
Mutual of Omaha - Vol Critical Illness	\$124.27	\$0.00
Mutual of Omaha - Voluntary Life & AD&D	\$118.86	\$0.00
Mutual of Omaha- Life Ins	\$0.00	\$0.00
MWG - Gap Insurance 2023	\$7.23	\$0.00
Simple IRA 2023	\$2,720.21	\$0.00
Vision Post-Tax	\$3.17	\$0.00
YMCA Membership (In-Network)	\$0.00	\$0.00
Deduction Total:	\$3,743.65	\$0.00

Pay Code: 7796-26870-1175116

Pay Date: 12/01/2023

11/12/2023 through 11/25/2023

Pay Group: Payroll Period

City of Valley

Employee Taxes (included in gross wages)	Uncollected	Collected
Federal	\$0.00	\$4,140.63
Medicare	\$0.00	\$634.82
Social Security	\$0.00	\$2,714.55
State (NE)	\$0.00	\$1,775.80
Employee Tax Total:	\$0.00	\$9,265.80

Employer Taxes	Uncollected	Collected
Medicare	\$0.00	\$634.82
NE-UI	\$0.00	\$4.62
Social Security	\$0.00	\$2,714.55
Employer Tax Total:	\$0.00	\$3,353.99

Uncollected		Collected	
Checks To Print:	\$0.00	Direct Deposits:	\$31,415.12
Employee Taxes:	\$0.00	Employee Taxes:	\$9,265.80
Employer Taxes:	\$0.00	Employer Taxes:	\$3,353.99
Deductions:	\$3,743.65	Deductions:	\$0.00
		Fees:	\$77.05
		Other Collections:	\$0.00
		Bank Transfer to TRAXPayroll.com:	\$44,111.96

City of Valley

Employee	Hours	Deduction Amount	YTD Total	Employer Amount	Employer YTD Total	
Simple IRA 2023						
Clark, Caleb	7.50	\$182.58	\$5,026.17	\$11.86	\$330.71	
Deemer, James	80.00	\$196.67	\$4,024.36	\$196.67	\$4,024.36	
Dohrmann, Kenneth	83.22	\$174.94	\$2,287.74	\$174.94	\$2,287.74	
Donnermeyer, Christie	84.13	\$227.97	\$2,974.65	\$136.78	\$1,784.79	
Dunham, David	80.00	\$170.59	\$2,435.94	\$170.59	\$2,435.94	
Eckerman, Cheryl	83.62	\$150.51	\$3,642.13	\$150.51	\$3,642.13	
Eggen, Doug	80.00	\$312.48	\$7,499.52	\$156.24	\$3,749.76	
Emmi, Sarah	81.05	\$51.27	\$1,075.28	\$51.27	\$1,075.28	
Hempel, Michael	82.22	\$158.44	\$2,373.10	\$158.44	\$2,373.10	
Musson, James	80.72	\$116.39	\$2,832.35	\$116.39	\$2,832.35	
Ratigan, Patrick	80.85	\$90.76	\$1,670.36	\$90.76	\$1,670.36	
Sheets, Tim	82.27	\$142.01	\$3,186.57	\$142.01	\$3,237.55	
Sorensen, Lori	65.80	\$164.50	\$2,063.55	\$98.70	\$1,238.15	
Spinar, Stacy	80.08	\$55.26	\$1,347.07	\$55.26	\$1,347.07	
Stewart, Samantha	79.30	\$105.06	\$2,557.62	\$105.06	\$2,557.62	
Van Den Boogaart, Jeroen	85.72	\$314.25	\$6,803.12	\$188.55	\$4,081.87	
Willmann, Geoffrey	80.49	\$106.53	\$1,597.75	\$106.53	\$1,597.75	
Grand Total						
	Total Count: 17	Grand Total: 1,296.96	\$2,720.21	\$53,397.28	\$2,110.56	\$40,266.53

* The YTD total does not include employees that did not have a deduction this payroll – please refer to the Payroll Register for a full employee YTD list.

City of Valley

Employee	Hours	Deduction Amount	YTD Total	Employer Amount	Employer YTD Total
Simple IRA 2023					
Clark, Caleb	2.10	\$51.12	\$4,843.59	\$3.32	\$318.85
Deemer, James	80.00	\$196.67	\$3,827.69	\$196.67	\$3,827.69
Dohrmann, Kenneth	80.21	\$159.22	\$2,112.80	\$159.22	\$2,112.80
Donnermeyer, Christie	83.80	\$224.81	\$2,746.68	\$134.89	\$1,648.01
Dunham, David	87.17	\$193.52	\$2,265.35	\$193.52	\$2,265.35
Eckerman, Cheryl	81.73	\$147.12	\$3,491.62	\$147.12	\$3,491.62
Eggen, Doug	80.00	\$312.48	\$7,187.04	\$156.24	\$3,593.52
Emmi, Sarah	79.92	\$50.35	\$1,024.01	\$50.35	\$1,024.01
Hempel, Michael	82.85	\$166.18	\$2,214.66	\$166.18	\$2,214.66
Jones, Kristin	20.33	\$38.00	\$2,418.46	\$38.00	\$2,418.46
Musson, James	81.32	\$117.62	\$2,715.96	\$117.62	\$2,715.96
Ratigan, Patrick	72.60	\$81.50	\$1,579.60	\$81.50	\$1,579.60
Sheets, Tim	80.32	\$138.64	\$3,044.56	\$138.64	\$3,095.54
Sorensen, Lori	66.67	\$166.67	\$1,899.05	\$100.00	\$1,139.45
Spinar, Stacy	81.55	\$56.35	\$1,291.81	\$56.35	\$1,291.81
Stewart, Samantha	80.30	\$106.45	\$2,452.56	\$106.45	\$2,452.56
Van Den Boogaart, Jeroen	91.03	\$333.30	\$6,488.87	\$199.98	\$3,893.32
Willmann, Geoffrey	92.00	\$122.11	\$1,491.22	\$122.11	\$1,491.22
Grand Total					
	Total Count: 18	Grand Total: 1,323.89	\$2,662.11	\$53,095.53	\$2,168.16
				\$40,574.43	

* The YTD total does not include employees that did not have a deduction this payroll – please refer to the Payroll Register for a full employee YTD list.



Commission Summary

Date

11/3/2023

Paid to City of Valley
For Period 10/16-10/31/2023

Description	Amount
	2,861.31

Amount \$2,861.31

Commission Summary

Date

11/20/2023



Paid to

City of Valley

For Period

11/1-11/15/2023

Description	Amount
	3,368.24

Amount

\$3,368.24

Commission Summary

Date

12/5/2023



Paid to

City of Valley

For Period

11/16-11/30/2023

Description	Amount
	3,375.85

Amount

\$3,375.85



Date: December 12, 2023
To: City of Valley
From: Jeremy Beam, Lead Operator
O & M Report: November 2023

**DEADLINE FOR YOU TO COMPLETE THE LEAD SERVICE LINE (LSL) INVENTORY IS
OCTOBER 16, 2024**

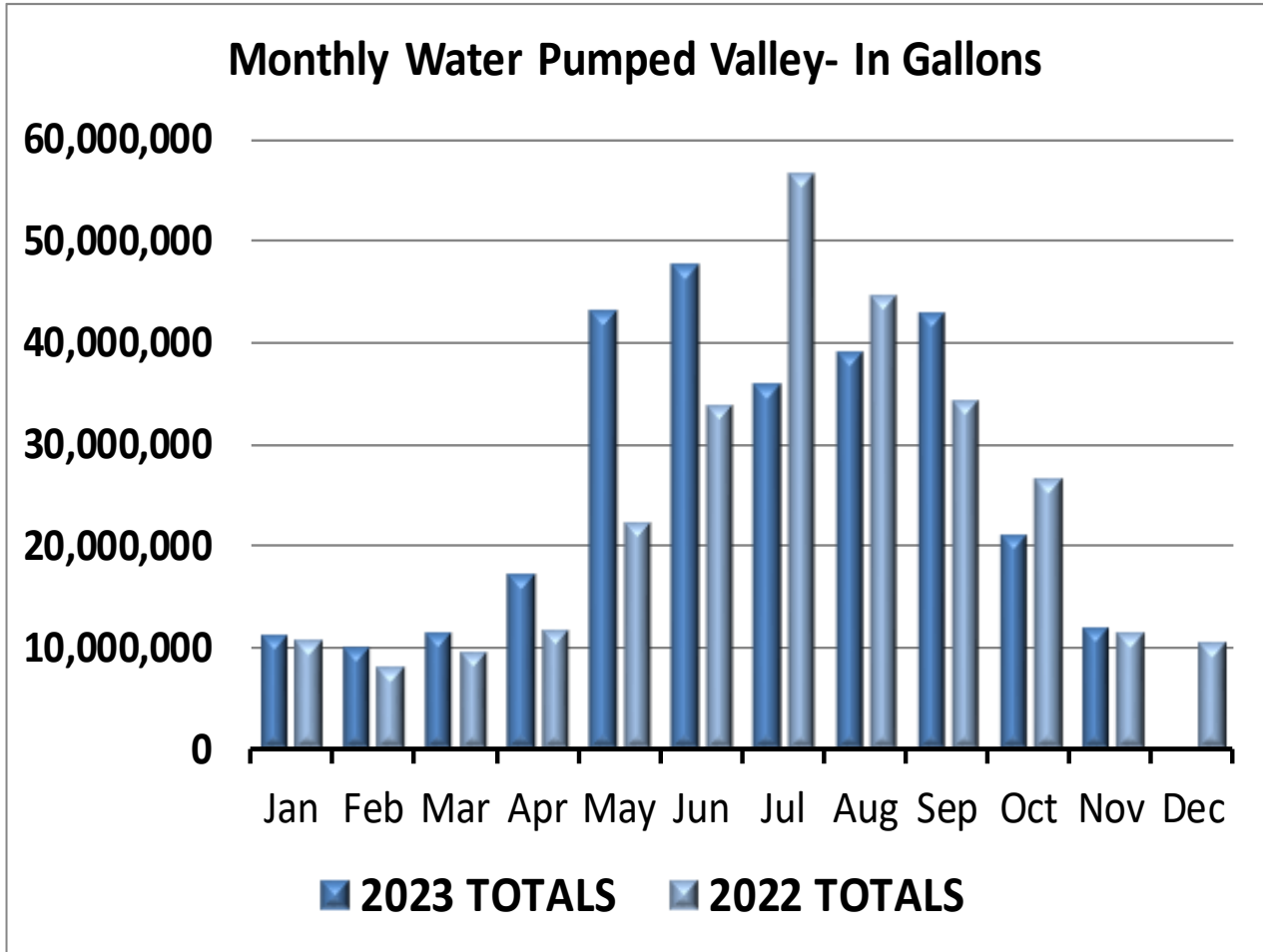
Water Operation & Maintenance

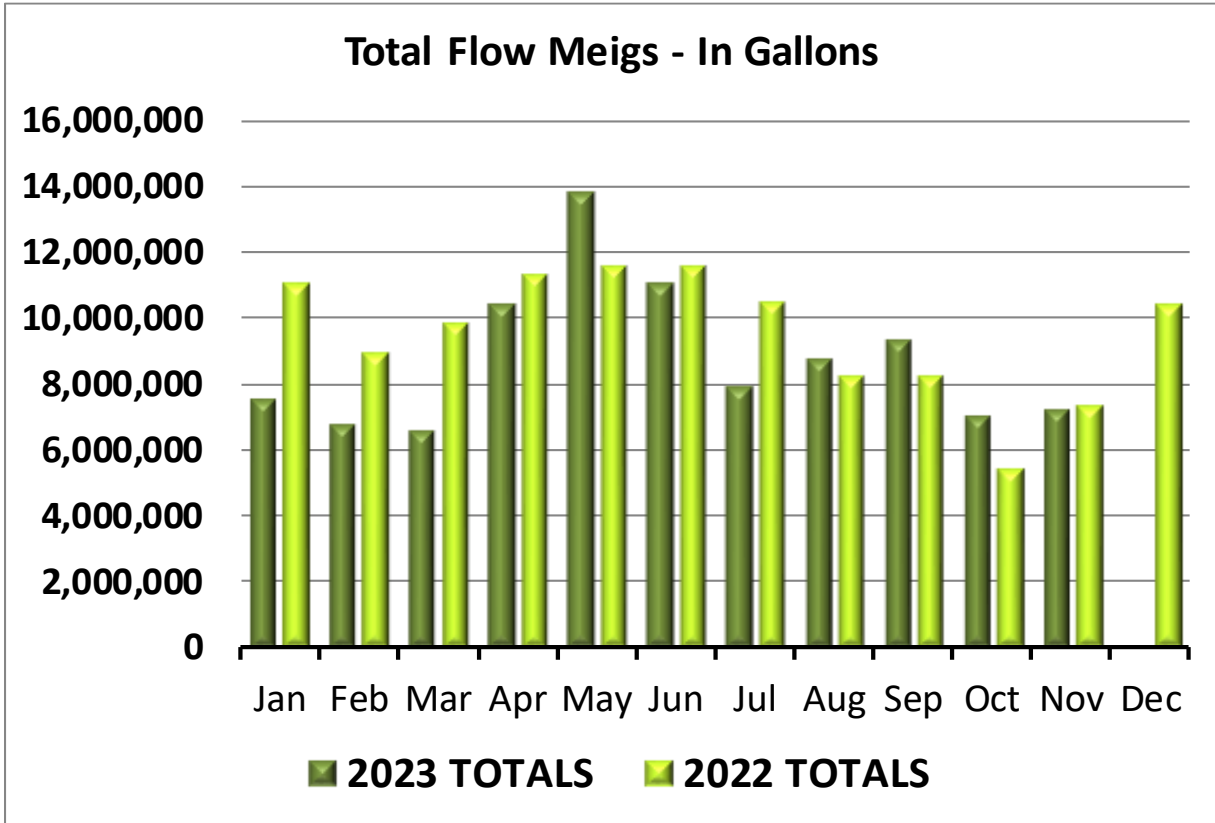
- People Service performed 332 locates for the month.
- We fixed 20 MXU's for the month and installed 10 new ones. We will pick back up on fixing MXU's in the spring. On warm days during winter, we are going to repair/replace the MXU's that we don't have to go into houses for, but don't have appointments scheduled.
- The Backwash tank has been assembled. We are waiting for the recirculation skid. We are also waiting for the water tower to be finished so we can change the chemical pumps over and have the filters finished with the repairs that need to be done.
- Meters were read on the 28th.
- The meters have been repaired at the YMCA and the nursing home.

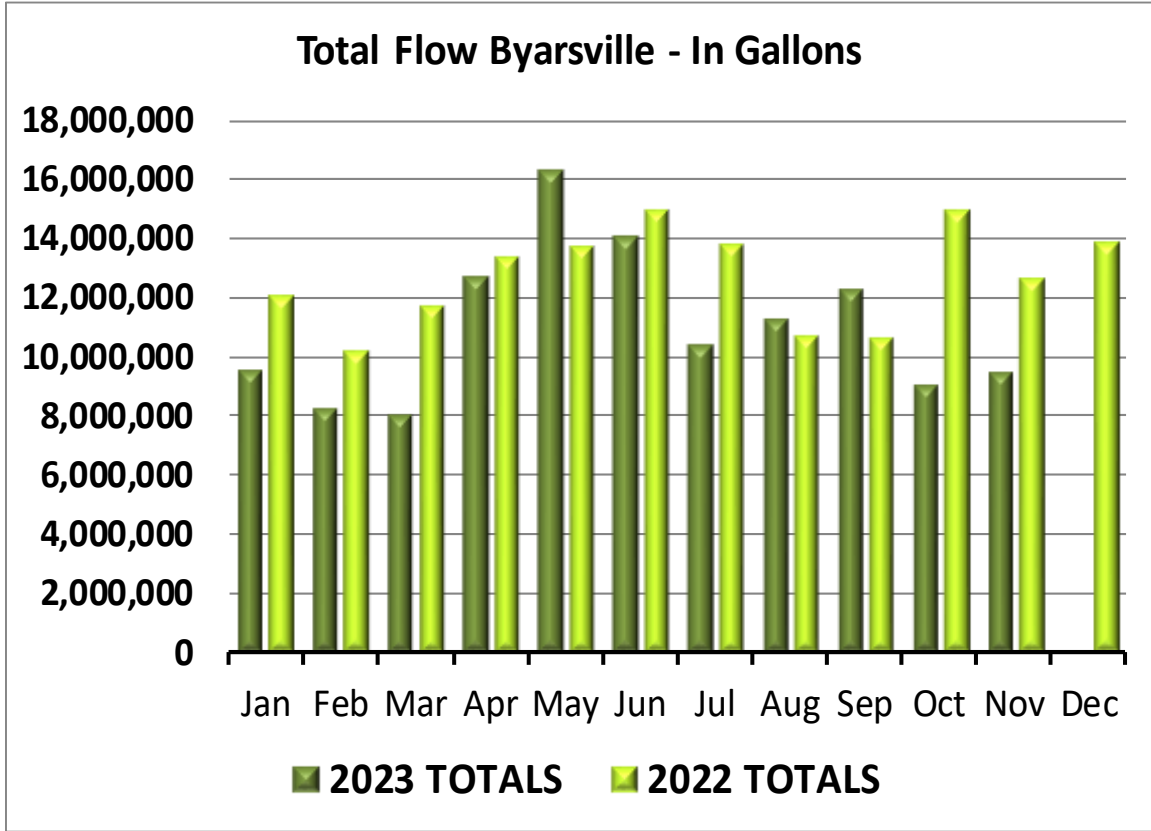
Wastewater Operation & Maintenance

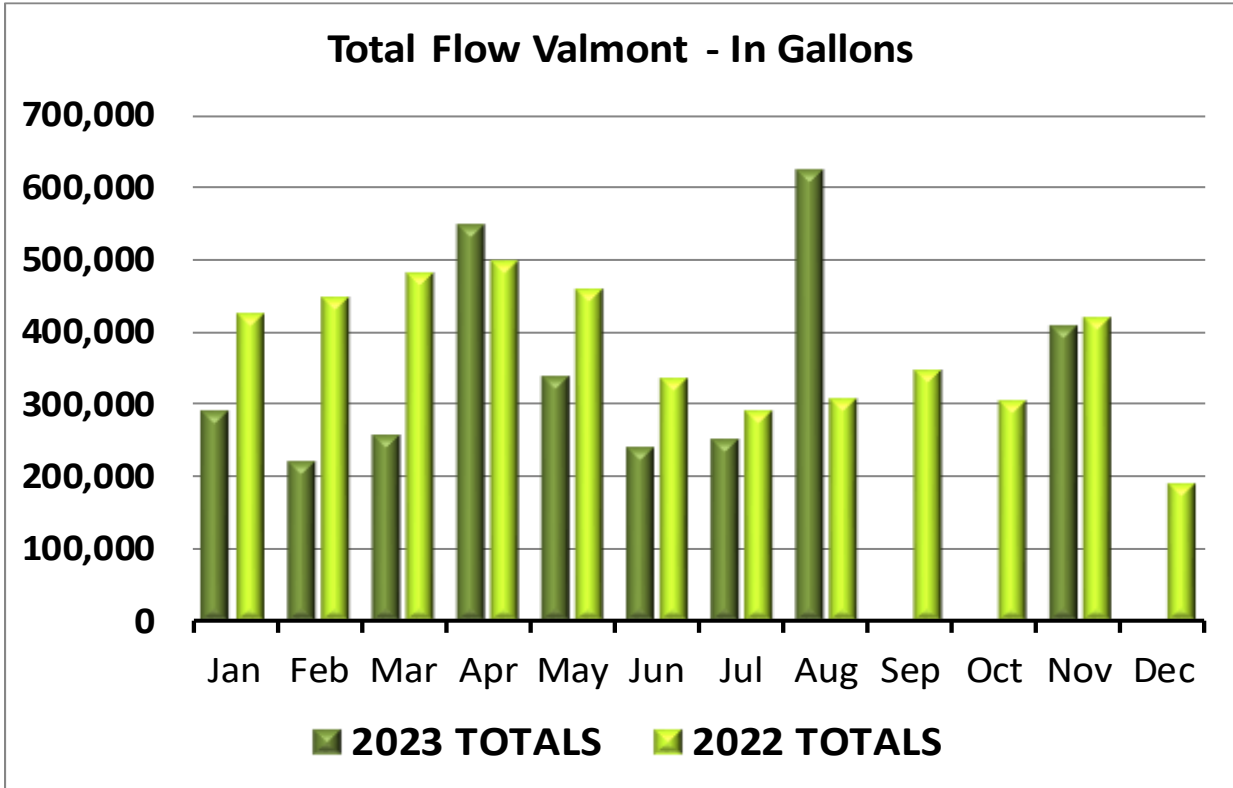
- Weekly checks of the lift stations have been performed.
- Mallard Landing #2 lift station had the pumps pulled and cleaned out.
- Work orders were done for the month on the lift stations.

		November-23	October-23	November-22
Water				
Total Monthly Pumped Valley	gallons	11,931,000	21,043,000	11,541,000
Daily Average Pumped Valley	gallons	244,233	682,000	375,000
Average Fluoride Residual	mg/L	0.00	0.00	1.04
Fluoride used	lbs	74.60	129.10	146.90
Average Chlorine Residual	mg/L	0.31	0.40	0.56
Chlorine used	lbs	75.30	150.00	85.10
Potassium Permanganate	lbs	491.00	773.00	464.00
Wastewater				
Effluent Flow				
Total Flow Meigs Street	gallons	7,206,000	7,031,000	7,337,000
Avg Daily Flow Meigs Street	gallons	240,000	234,000	244,000
Total Flow Byarsville	gallons	9,498,000	9,092,000	12,667,000
Avg Daily Flow Byarsville	gallons	317,000	303,000	422,000
Total Flow Valmont	gallons	408,000	0	428,780
Avg Daily Flow Valmont	gallons	14,000	0	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	15.10	24.90	15.90
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	16.60	18.40	27.10
Valley Shores (1) Pump 2 Total Run	hours	13.20	15.90	24.00
Valley Shores (2) Pump 1 Total Run	hours	37.40	36.90	113.80
Valley Shores (2) Pump 2 Total Run	hours	0.00	0.00	119.20
Valley Shores (3) Pump 1 Total Run	hours	7.40	8.00	6.30
Valley Shores (3) Pump 2 Total Run	hours	11.40	10.00	6.10
Regional Pump #1 Total Runtime	hours	769.60	669.10	846.10
Regional Pump #2 Total Runtime	hours	769.60	669.10	849.10
Mallard (1) Pump 1 Total Runtime	hours	10.80	11.50	19.80
Mallard (1) Pump 2 Total Runtime	hours	10.20	11.60	12.20
Mallard (2) Pump 1 Total Runtime	hours	0.00	0.00	2.10
Mallard (2) Pump 2 Total Runtime	hours	11.30	6.00	5.10
Mallard (3) Pump 1 Total Runtime	hours	17.90	403.10	6.40
Mallard (3) Pump 2 Total Runtime	hours	18.10	13.50	7.10
Mallard (4) Pump 1 Total Runtime	hours	27.60	21.60	260.70
Mallard (4) Pump 2 Total Runtime	hours	32.60	32.10	25.60
Bluewater (1) Pump 1 Total Runtime	hours	9.80	12.20	14.10
Bluewater (1) Pump 2 Total Runtime	hours	12.10	15.40	15.00
Bluewater (2) Pump 1 Total Runtime	hours	71.40	108.70	200.50
Bluewater (2) Pump 2 Total Runtime	hours	65.30	61.70	35.80
Bluewater (3) Pump 1 Total Runtime	hours	92.20	37.70	49.50
Bluewater (3) Pump 2 Total Runtime	hours	50.00	19.20	30.10
Bluewater (4) Pump 1 Total Runtime	hours	1.40	1.60	47.70
Bluewater (4) Pump 2 Total Runtime	hours	44.70	45.10	40.60
Bluewater (5) Pump 1 Total Runtime	hours	221.60	192.60	15.10
Bluewater (5) Pump 2 Total Runtime	hours	93.10	57.60	20.60
Bluewater (6) Pump 1 Total Runtime	hours	16.40	19.80	13.20
Bluewater (6) Pump 2 Total Runtime	hours	287.40	249.70	227.20
Bluewater (7) Pump 1 Total Runtime	hours	207.50	279.70	6.50
Bluewater (7) Pump 2 Total Runtime	hours	265.30	245.70	6.50
Ginger Cove (1) Pump 1 Total Runtime	hours	20.30	19.40	37.41
Ginger Cove (1) Pump 2 Total Runtime	hours	31.90	27.20	32.61
Ginger Cove (2) Pump 1 Total Runtime	hours	0.00	0.00	27.90
Ginger Cove (2) Pump 2 Total Runtime	hours	17.00	15.80	68.10
Ginger Cove (3) Pump 1 Total Runtime	hours	0.00	0.00	51.40
Ginger Cove (3) Pump 2 Total Runtime	hours	0.00	0.00	29.80
Ginger Woods (1) Pump 1 Total Runtime	hours	8.00	8.60	2.50
Ginger Woods (1) Pump 2 Total Runtime	hours	8.10	5.30	2.50
Ginger Woods (2) Pump 1 Total Runtime	hours	17.00	14.20	11.19
Ginger Woods (2) Pump 2 Total Runtime	hours	0.00	0.00	11.19
Ginger Woods (3) Pump 1 Total Runtime	hours	0.00	0.00	48.00
Ginger Woods (3) Pump 2 Total Runtime	hours	81.00	81.90	48.00
Flat Water LS (1) Pump 1 Total Runtime	hours	1.80	3.20	48.00
Flat Water LS (1) Pump 2 Total Runtime	hours	1.70	2.30	48.00
Flat Water LS (2) Pump 1 Total Runtime	hours	5.30	5.10	48.00
Flat Water LS (2) Pump 2 Total Runtime	hours	5.80	5.20	48.00
Flat Water LS (3) Pump 1 Total Runtime	hours	11.00	8.70	48.00
Flat Water LS (3) Pump 2 Total Runtime	hours	11.70	8.70	48.00
West Street LS (1) Pump 1 Total Runtime	hours	1.40	0.10	48.00
West Street LS (1) Pump 2 Total Runtime	hours	1.60	0.00	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	\$30,925.00	\$1,989.00	6%	17%
Total	\$30,925.00	\$1,989.00	6%	100%

NOVEMBER WORK ORDERS COMPLETED

Date completed	Equipment	Location	Task
11/21/2023	BYERSVILLE LS EMERGENCY GENERATOR	5029 Valley, NE	LS Monthly PM
11/21/2023	COUNTRY AIRE LIFTSTATION	5029 Valley, NE	LS Monthly PM
11/21/2023	DAIRY QUEEN LIFTSTATION	5029 Valley, NE	LS Monthly PM
11/21/2023	MALLARD LANDING LIFT STATION 1	5029 Valley, NE	LS Monthly PM
11/21/2023	MALLARD LANDING LIFT STATION 2	5029 Valley, NE	LS Monthly PM
11/21/2023	MALLARD LANDING LIFT STATION 3	5029 Valley, NE	LS Monthly PM
11/21/2023	MALLARD LANDING LIFT STATION 4	5029 Valley, NE	LS Monthly PM
11/21/2023	MEIGS LS EMERGENCY GENERATOR	5029 Valley, NE	LS Monthly PM
11/21/2023	REGIOINAL LS EMERGENCY GENERATOR	5029 Valley, NE	LS Monthly PM
11/20/2023	VALHAVEN LIFTSTATION	5029 Valley, NE	LS Monthly PM
11/20/2023	BLUEWATER LIFTSTATION 1	5029 Valley, NE	LS Monthly PM
11/20/2023	BLUEWATER LIFTSTATION 2	5029 Valley, NE	LS Monthly PM
11/20/2023	BLUEWATER LIFTSTATION 3	5029 Valley, NE	LS Monthly PM
11/17/2023	BLUEWATER LIFTSTATION 4	5029 Valley, NE	LS Monthly PM
11/17/2023	BLUEWATER LIFTSTATION 5	5029 Valley, NE	LS Monthly PM
11/17/2023	BLUEWATER LIFTSTATION 6	5029 Valley, NE	LS Monthly PM
11/17/2023	BLUEWATER LIFTSTATION 7	5029 Valley, NE	LS Monthly PM
11/17/2023	GINGER COVE LIFT STATION #1	5029 Valley, NE	LS Monthly PM
11/17/2023	GINGER COVE LIFT STATION #2	5029 Valley, NE	LS Monthly PM
11/17/2023	GINGER WOODS LIFT STATION #1	5029 Valley, NE	LS Monthly PM
11/2/2023	GINGER WOODS LIFT STATION #2	5029 Valley, NE	LS Monthly PM
11/2/2023	GINGER WOODS LIFT STATION #3	5029 Valley, NE	LS Monthly PM
11/2/2023	LIFT STATION #1-VALLEY,NE SYST	5029 Valley, NE	LS Monthly PM
11/2/2023	VALLEY SHORES LIFT STATION 1	5029 Valley, NE	LS Monthly PM
11/2/2023	VALLEY SHORES LIFT STATION 2	5029 Valley, NE	LS Monthly PM
11/1/2023	VALLEY SHORES LIFT STATION 3	5029 Valley, NE	LS Monthly PM
11/1/2023	AIR COMPRESSOR	6029 Valley, NE	Inspection
11/1/2023	PORTABLE GAS MONITOR	6029 Valley, NE	Calibrate Equipment
11/1/2023	FIRE EXTINGUISHERS	6029 Valley, NE	Inspection

CITY OF VALLEY

VALLEY PLANNING COMMISSION MINUTES

Attention was directed to the Open Meetings Act posted in the back of the chambers.

November 21, 2023

Valley City Hall

4:30 p.m.

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

Members Absent: Gregg Kava, and Duane Prorok, retired.

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

ITEM 1: Call to Order.

ITEM 2: Roll Call.

ITEM 3: Proof of Publication.

ITEM 4: Recognition of Duane S. Prorok. Mayor Grove presented Mr. Prorok with a certificate for his years of service to the City of Valley not only on the City Council but on the Planning Commission. Mr. Prorok retired from the Commission on November 21, 2023.

ITEM 5: Valley Landing – Preliminary plat returned for reconsideration of traffic issues, trail system, and drainage issues. The Building inspector addressed the Commission regarding the trail system. The City Engineer addressed the Commission regarding traffic issues and drainage issues.

After much discussion, a motion was made by Bottger, seconded by Foutch to reaffirm the Planning Commission's recommendation for approval of the preliminary plat for Valley Landing, which was originally made at the September 19, 2023 meeting. Bottger, Burke, Tomanek, Foutch, Mayer, Sunde, Yes, Conrey abstained, - motion carried. Absent Kava. Retired Prorok.

ITEM 6: Amendments to Ordinances:

- Allowable zones for various types of storage
- Sign regulations
- Landscaping and screening requirements

- Overlay district design standards

The Building Inspector reviewed with the Commission the amendments to the above-listed Ordinances.

Public Hearing Opened at 5:16

No public comment.

Public Hearing Adjourned at 5:17

After much discussion, a motion was made by Bottger, seconded by Conrey to approve the amendments to the listed Ordinances. Bottger, Burke, Tomanek, Foutch, Mayer, Sunde, Conrey, Yes, - motion carried. Absent Kava. Retired Prorok.

ITEM 7: Ordinance Change Request – storage of trailers in residential districts. The Building Inspector addressed the Commission regarding changes to the Zoning Ordinance 7.02.21.


Cindy Grove – 512 S. East Street addressed the Commission regarding the current wording of the Zoning Ordinance 7.02.21 which allows boat, boat trailer, camp trailer may be placed on concrete or asphaltic concrete surfacing in a side yard or rear yard. That said Zoning Ordinance should include utility trailers.

After much discussion, the Commission tasked the Building Inspector to draft language to revise said section of the Zoning Ordinance and to present such revisions to the Commission at the next meeting for consideration.

ITEM 8: Waiver Request – Jerry Smith addressed the Commission with his waiver request from the site design standards in the highway overlay district.

After much discussion, a motion was made by Conrey, seconded by Sunde, to lay over this request to the next meeting. Bottger, Burke, Tomanek, Foutch, Mayer, Sunde, Conrey, Yes, - motion carried. Absent Kava. Retired Prorok.

A motion was made to adjourn at by Foutch, seconded by Conrey. All in favor – motion carried. Absent: Kava and Prorok. Meeting adjourned at 5:55 p.m.



Christie Donnermeyer, Deputy City Clerk

Board of Adjustments Meeting Minutes

Meeting Date: November 20th, 2023

Board Members present: Larry Bottger, Cal Peacock, Chris Ott, Mike Stratman, Chris Poore

Board Members absent: Steve Goldmapp

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

Rune Van Den Boogart with the City of Valley, spoke regarding the variance request in which Periscope Properties, 142 LLC is requesting to allow a second monument sign on the property located at The Harbor at Valley Shores. This request does not align with the zoning ordinance of Article 8, Section 04.02. Rune advised that on November 21st, 2023, the Planning Commission is meeting to discuss changes to several ordinances. One of the proposed changes would be to allow a second monument sign on a property that has two frontages on the property (corner lot for example). He advised we could wait for that meeting to get approval or we could vote on during this meeting since the owners did complete the application. Carly Dana, one of the owners, spoke regarding the new sign, looking identical to the current sign. The challenge with the current sign, is that the sign is located inside the subdivision at the entrance of the apartment complex. The new sign would allow traffic to see on the opposite side of the apartment buildings, which is not located within the Valley Shores subdivision.

Chris Ott made a motion to approve the variance request to allow a second monument sign on the property with Larry Bottger seconding. All members present voted to approve, with no members voting to deny.

Meeting was adjourned at 4:36pm.



Chris Ott, Secretary

September 14th, 2023 Valley Public Library Board of Trustees Minutes

Call to Order: President, Kyle Held, called the meeting to order at 6:32 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 J. Musson seconded by M. Winters. 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 M. Winters, seconded by J. Musson. 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: No official report. Friends will have a general membership meeting on October 26th.

D. Foundation: No official report. The Foundation received memorial donations from the Jay Reichmuth family, and will plan to have a meeting in October.

Old Business:

None

New Business

A. Circulation Policy Update – Discussion was had about Sami's suggested changes to the Circulation Policy. M. Winters made a motion to approve the policy changes as suggested. J. Musson seconded

Comments and Announcements by Board Members:
None.

Meeting Adjournment was announced by President, K. Held at 6:54 p.m.

Next meeting will be November 9, 2023 at 6:30pm.

Respectfully submitted,

Sami Stewart, acting as Secretary

DAILY RECORDS**November 2023**

		This month	Last month	Last year
LIBRARY VISITS:				
	Adults	443	473	368
	Children	533	760	530
Computers	Adults	42	45	36
	Children	35	52	22
Fax/Copies		53	49	36

Reference transactions (indicate nature of question)

Locating Library Materials 67 Readers' Advisory 42, Account info and renewals 27, Technology Assistance 114, Local Info 45, General Info 238.

	Total	533	413	215
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PROGRAM ATTENDANCE:

	Adults	40	43	35
11/4 Knitting – 6; 11/7 Foundation Meeting – 5; 11/15 Friends Meeting – 8; 11/16 Library Board Meeting – 5; 11/18 Knitting – 8; 11/20 Book Club – 3; 11/28 Friends Meeting – 5;				
	Teens	40	53	43
11/1 Teen D&D – 10; 11/8 Teen D&D – 9; 11/15 Teen D&D – 5; 11/22 Teen D&D – 8; 11/29 Teen D&D – 8;				
	Children	265	409	414
11/3 LEGO Club – 8; 11/6 YMCA Afterschool – 31; 11/7 Afterschool STEAM – 8; 11/10 LEGO Club – 12; 11/14 Afterschool STEAM – 6; 11/17 LEGO Club – 8; 11/21 Afterschool STEAM – 10; 11/25 Tree Lighting – 169; 11/28 Afterschool STEAM – 13;				
	Pre-K	54	55	29
11/13 DC West Preschool – 45; 11/17 Preschool Playgroup – 9;				
	Total	399	560	523

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

Valley 4, other DC 2, Non DC 0

Total	6	15	7
Volunteers/hours	0/0	0/0	0/0

MATERIALS CHECKED OUT:

Adult	577	665	632
Children	983	1283	867
Overdrive	286	297	243



**Claude H. Montgomery, Post 58
111 East Street
PO Box 574
Valley, NE 68064**

Attached is a list of Community Betterment Activities by Post 58 Legion, Auxiliary, Sons of the American Legion and Veterans of Foreign Wars Post 9897. The proceeds from firework sales will continue to be used for these activities in the future.

Proceeds from previous year's fireworks sales are as follows:

2022: \$6,000.00

2023: \$6,000.00

All of these funds plus supplemental funds from Post 58 and Post 9897 have been used directly to support these activities and to maintain our facilities which enable us to operate our post.

We also loans walkers, wheelchairs, can and crutches to those in need.

Fireworks Operation Income and Expenditures (For 2023)

Season 2023 Total Sales	\$52,200.00
Operating Cost:	
All picked up by Ka-Boomers	\$ 0.00
Total Expenses	\$ 0.00
Received Commission for Firework Sales	\$ 6,000.00
Payed Baseball boys Donation	\$ 0.00
Benefits for American Legion	<u>\$ 6,000.00</u>
Paid Misc amounts out for scholarships and Boys State Participation, and donations to Miscellaneous Organizations	

KA-BOOMERS ENTERPRISES, INC.

P.O. BOX 86
WAHOO, NE 68066
PH. (402) 443-4593

WAHOO STATE BANK
164 East 5th Street
Wahoo, NE 68066

11929

78-1325/1048

PAY TO THE ORDER OF **American Legion Post 58**

Date **6/5/2023**

\$ ****6,000.00**

Six Thousand Only

DOLLARS



Memo

Valley Permit Use Land Rentals
COMMISSION FOR 2023

Richard Ludvik

AUTHORIZED SIGNATURE

⑆ 104913255⑆ 100091⑆ 70⑆ 1929



Valley Days Foundation

PO Box 18, Valley, NE 68064 | 402-401-4165 | info@valleydays.net

12/1/2023

City of Valley
PO Box 682
Valley, NE 68064

2023 Fireworks Report:

The following is the income and expense report for the Valley Days Foundation 2022 fireworks stand sales.

Income	\$ 2,840.28
Expenses	\$ 0.00

The Valley Days Foundation utilized funds from the 2023 fireworks stand for many community events and betterment activities including, but not limited to, the following:

- Valley Days event on August 11, 12 and 13.
- Halloween event on October 3 where over 200 pumpkins were given away to members of the community.
- Downtown Valley Christmas tree lighting on November 25.

Sincerely,

Cindy Grove
President, Valley Days Foundation

Cheryl Eckerman

From: Valley City Office
Sent: Tuesday, November 14, 2023 8:07 PM
To: Cindy Grove; Cheryl Eckerman; Tyler Cooper; Christie Donnermeyer
Subject: Council Agenda Request Jodie Landon

Name: Jodie Landon
Phone: 402-515-9747
Email Address: Jodie_landon@yahoo.com
Address: 500 West Valley Street Valley Ne 68064
Agenda Item Description: Speeding in West Valley Street
Requested Action: Place speed bumps on West Valley Street to slow traffic down
Does this require an expenditure of funds: Yes

[View in List](#)

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

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

Waterloo Valley Recreation

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

13625 California ST. FL 4

Retail Liquor License Address or Non-Profit Business Address

EIN: 27-1650596

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): April 6th 2024

Event Start Time(s): 2:00 pm

Event End Time(s): 11:30pm

Alternate Date: N/A

Alternate Location Building & Address: N/A

Event Building Name: Valley American Legion Post 58

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

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

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

Type of Event: Baseball / Softball Fundraiser Estimate # of attendees: 250

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

Event Contact Name: Rick Wiese Event Contact Phone Number: 1-402-510-5092

Event Contact Email: Wieseco@gmail.com

*Signature Authorized Representative: Rick Wiese Printed Name Rick WIESE

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

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

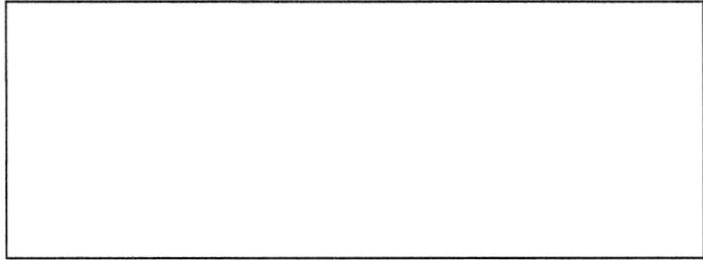
The local governing body for the City/Village of _____ **OR** County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

**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.

WATERLOO VALLEY RECREATION
NAME OF CORPORATION

27-1650596
FEDERAL ID NUMBER

Ricky Winters III
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

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

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

Douglas County West Youth Sports Organization

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

PO Box 92, Valley, NE 68064

Retail Liquor License Address or Non-Profit Business Address

47-3182232

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 04/06/2024
Event Date(s): _____

Event Start Time(s): 2:00 PM _____

Event End Time(s): 11:30PM _____

Alternate Date: NA _____

Alternate Location Building & Address: NA _____

Event Building Name: Valley American Legion Post #58 _____

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

Indoor area to be licensed in length & width: _____ X _____

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

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

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

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

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

*Signature Authorized Representative:  Printed Name Scott Klawitter

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

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

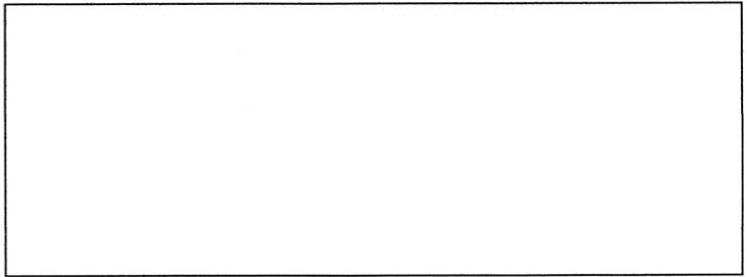
The local governing body for the City/Village of _____ OR County of _____ approves
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

**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
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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.

Douglas County West Youth Sports Organization

NAME OF CORPORATION

47-3182232

FEDERAL ID NUMBER

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

VALLEY LANDING

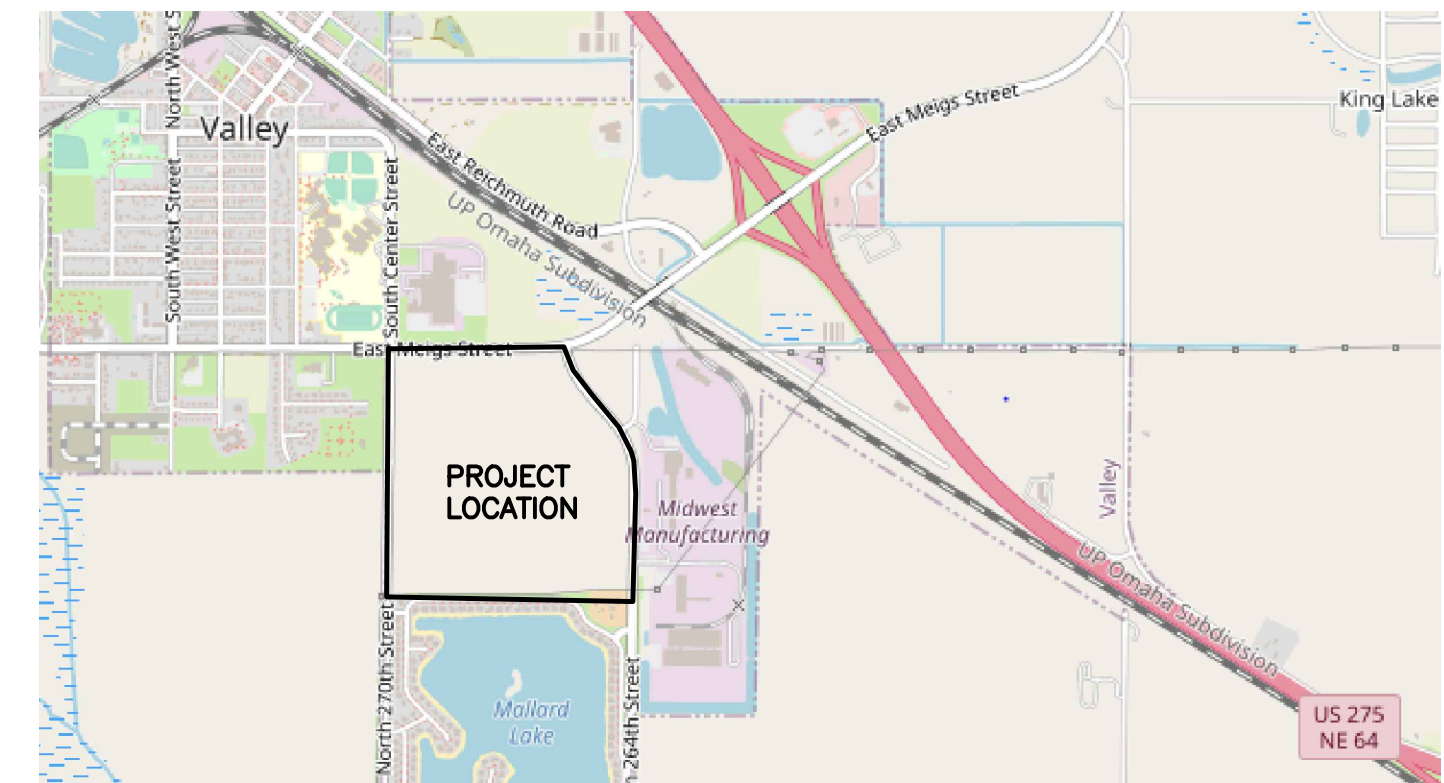
LOTS 1 THROUGH 16, INCLUSIVE, AND OUTLOTS A & B, BEING A PLATTING OF PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA

LOCATED IN:
NE 1/4, NE 1/4, SEC. 6-15-10
SE 1/4, NE 1/4, SEC. 6-15-10
NW 1/4, NE 1/4, SEC. 6-15-10
SW 1/4, NE 1/4, SEC. 6-15-10

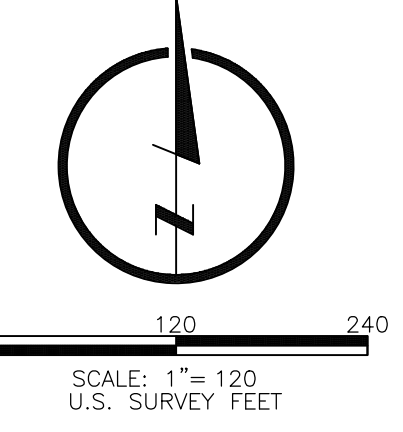
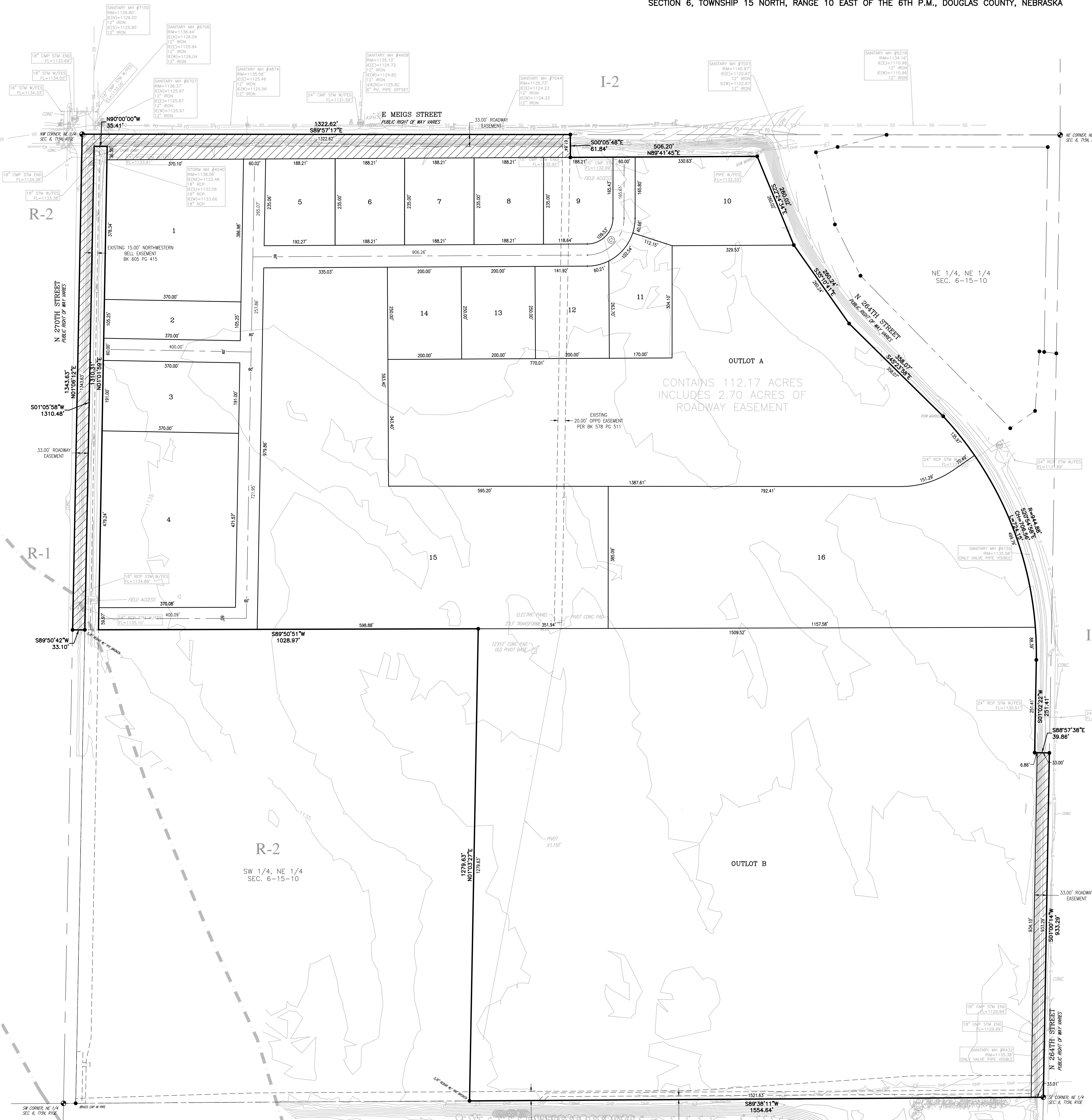
LAMP RYNEARSON

LAMP RYNEARSON.COM

OMAHA, NEBRASKA
14710 W. DODGE RD., STE. 100 (402)496.2498
FORT COLLINS, COLORADO
4715 INNOVATION DR., STE. 100 (970)228.0342
KANSAS CITY, MISSOURI
9001 STATE LINE RD., STE. 200 (816)361.0440



VICINITY MAP



LEGEND

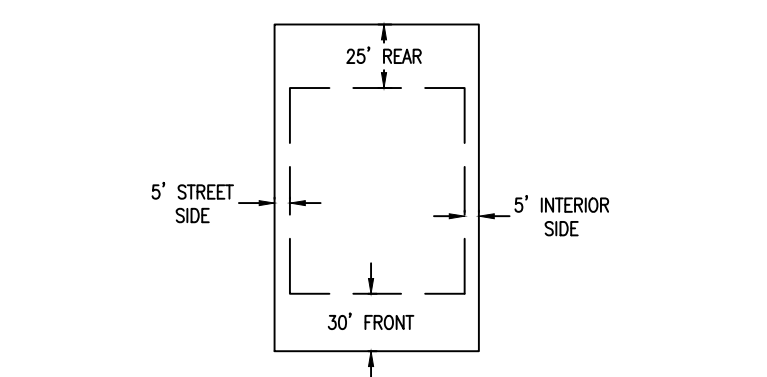
- PROPERTY LINE
- LOT LINE
- SECTION LINE
- EASEMENT
- STREET DEDICATION
- FLOOD LINE
- SS --- SANITARY SEWER
- ST --- STORM SEWER
- OHP --- OVERHEAD POWER
- CA --- CABLE
- FO --- FIBER OPTICS
- G --- GAS
- E --- ELECTRIC
- MONUMENT FOUND (5/8" REBAR W/ 1 1/4" YPC STAMPED LS 566) UNLESS OTHERWISE INDICATED
- SECTION CORNER
- YPC
- FES --- YELLOW PLASTIC CAP
- FL --- FLARED END SECTION
- FL --- FLOWLINE
- IE --- INVERT ELEVATION
- MH --- MANHOLE
- CMP --- CORRUGATED METAL PIPE
- PVC --- POLYVINYL CHLORIDE
- RCPC --- REINFORCED CONCRETE PIPE
- C --- CONCRETE
- ASPH --- ASPHALT
- BOLLARD
- BUSH
- CABLE PEDESTAL
- CABLE PULLBOX
- CABLE WARNING SIGN
- CONIFEROUS TREE
- ~ CONTINUE SYMBOL
- DECIDUOUS TREE
- ELECTRIC TRANSFORMER
- FES
- FIBER OPTIC PULLBOX
- FIBER OPTIC VAULT
- FIBER OPTIC WARNING SIGN
- FIRE HYDRANT
- GAS WARNING SIGN
- GUY
- LIGHT POLE
- LIGHT STREET
- POWER POLE
- ROW MARKER
- SANITARY MANHOLE
- SIGN
- STOP SIGN
- STORM MANHOLE
- STORM PIPE END
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- TELEPHONE PULLBOX
- UNIDENTIFIED PEDESTAL
- WATER VALVE

- NOTES**
- ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
 - ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
 - ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.

BENCHMARK NOTE
ELEVATIONS SHOWN ARE DERIVED FROM DOUGLAS COUNTY, NEBRASKA GIS.

PARCEL AREA TABLE	OUTLOT AREA TABLE
PARCEL # AREA (SF)	PARCEL # AREA (SF)
1 141585	A 650126
2 38943	B 1939077
3 70670	
4 175899	
5 44707	
6 44230	
7 44230	
8 44230	
9 43194	
10 90343	
11 53011	
12 50260	
13 50000	
14 50000	
15 568942	
16 435615	

CENTERLINE CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	100.00'	156.47'	N44°52'14"E	140.99'	89°39'02"



NOTE: OTHER REQUIREMENTS AND SETBACKS MAY APPLY. SEE CITY OF VALLEY ZONING ORDINANCE, SECTION 5.10
CITY OF VALLEY R-2 ZONING SETBACK REQUIREMENTS
NO SCALE

NOTE: OTHER REQUIREMENTS AND SETBACKS MAY APPLY. SEE CITY OF VALLEY ZONING ORDINANCE, SECTION 5.13
CITY OF VALLEY C-1 ZONING SETBACK REQUIREMENTS
NO SCALE

LEGAL DESCRIPTION
PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 6, TOWNSHIP 15 NORTH, RANGE 10, EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, TO BE MORE PARTICULARLY DESCRIBED BY SURVEY.
THAT PART OF GOVERNMENT LOTS ONE (1) & TWO (2) AND THE SOUTH HALF THE NORTHEAST QUARTER (S1/2 NE1/4) OF SECTION 6, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 6;
THENCE SOUTH 89°37'17" EAST (BEARINGS REFERENCED TO THE DOUGLAS COUNTY LOW DISTORTION COORDINATE SYSTEM) FOR 1322.62 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6;
THENCE SOUTH 02°02'48" EAST FOR 61.84 FEET;
THENCE NORTH 89°41'45" EAST FOR 506.20 FEET TO THE WEST RIGHT OF WAY OF N. 264TH STREET;
THENCE SOUTH 22°24'34" EAST FOR 260.02 FEET;
THENCE SOUTH 35°10'41" EAST FOR 260.24 FEET;
THENCE SOUTH 45°23'58" EAST FOR 358.07 FEET;
THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 944.88 FEET AND A LONG CHORD BEARING SOUTH 25°58'58" EAST FOR 706.56 FEET) FOR AN ARC LENGTH OF 724.15 FEET;
THENCE SOUTH 01°02'22" WEST FOR 251.41 FEET;
THENCE SOUTH 88°57'08" EAST FOR 39.86 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6;
THENCE SOUTH 01°05'14" WEST FOR 933.20 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6 TO THE SOUTHWEST CORNER THEREOF;
THENCE SOUTH 89°38'11" WEST FOR 1554.64 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6;
THENCE NORTH 01°03'27" EAST FOR 1279.63 FEET;
THENCE SOUTH 88°50'42" WEST FOR 1005.81 FEET;
THENCE NORTH 01°01'59" EAST FOR 1310.31 FEET;
THENCE SOUTH 90°00'00" WEST FOR 35.41 FEET;
THENCE SOUTH 01°02'58" WEST FOR 1310.43 FEET;
THENCE SOUTH 89°45'52" WEST FOR 33.10 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6;
THENCE NORTH 01°06'12" EAST FOR 1343.63 FEET TO THE POINT OF BEGINNING, SUBJECT TO ROAD RIGHT OF WAYS.
CONTAINS 112.17 ACRES INCLUDES 2.70 ACRES OF EXISTING COUNTY ROADWAY EASEMENT.

OWNER/ APPLICANT

ENGINEER
LAMP RYNEARSON
14710 WEST DODGE ROAD, SUITE 100
OMAHA, NEBRASKA 68154-2027

ZONING
EXISTING: I-3
PROPOSED: C-1 & R-2
LOTS 1 THROUGH 16 - 44,662 ACRES
OUTLOTS A & B - 59,440 ACRES
RIGHT OF WAY DEDICATION - 3,645 ACRES
PUBLIC RIGHT OF WAY - 4,425 ACRES
TOTAL AREA - 112,175 ACRES
POWER: OMAHA PUBLIC POWER DISTRICT
444 SOUTH 16TH STREET MALL
OMAHA, NE 68102-2242
WATER: METROPOLITAN UTILITIES DISTRICT
3100 SOUTH 61ST AVENUE
OMAHA, NE 68106-3621
GAS: METROPOLITAN UTILITIES DISTRICT
3100 SOUTH 61ST AVENUE
OMAHA, NE 68106-3621

PRELIMINARY PLAT

VALLEY LANDING (LOTS 1 THROUGH 16, INCLUSIVE, AND OUTLOTS A & B) VALLEY, DOUGLAS COUNTY, NEBRASKA

811
Know what's below. Call before you dig.

REVISIONS

DESIGNER / DRAFTER
BILL KNIGHT/RACHEL RENNECKER
DATE
8/22/2023
PROJECT NUMBER
0121079.02
BOOK AND PAGE

ORDINANCE NO. 798

AN ORDINANCE REPEALING SECTION 1-1101 OF THE VALLEY MUNICIPAL CODE. AN ORDINANCE ADOPTING REVISED SECTION 1-1101 REGARDING THE OPERATING OF CITY PARKS AND OTHER RECREATIONAL AREAS AND TO CREATE A PARKS AND RECREATION ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH.

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

Section 1. Section 1-1101 of the Valley Municipal Code is hereby repealed in its entirety.

Section 2. A new Section 1-1101 of the Valley Municipal Code is hereby adopted as follows:

SECTION 1-1101: PARKS; OPERATION

1. The City owns and operates the city parks and other recreational areas through the City Council, which shall have the authority to adopt rules and regulations for the efficient management of the city parks and other recreational areas of the City.

2. There may exist a City Parks and Recreation Advisory Committee, to be governed as follows:

A. *Creation and Composition.* The City Parks and Recreation Advisory Committee shall consist of at most five members and at least three members who will be appointed by the Mayor by and with the consent of the City Council.

B. *Appointment and Terms of Members; Compensation.* Each member shall serve for period of three years from and after the date of his or her appointment, provided that the initial terms shall be shortened in order to provide for staggered terms with one term ending at the end of the first year, two terms ending at the end of the second year, and two terms ending at the end of the third year. No member shall be a member of the City Council. All members of the City Parks and Recreation Advisory Committee shall serve as such without compensation.

C. *Organization; Quorum; Meetings; Records.* At the first meeting in each calendar year, members of the Parks and Recreation Advisory Committee shall elect one of their own members as chairperson. The Committee shall adopt all necessary rules providing for regular and special meetings and for the conduct of its business. All proceedings shall have minutes taken; the minutes shall be submitted to the city clerk and copies given to the Mayor and City Council. The Committee shall comply with all requirements of the Nebraska Open Meetings Act, including but not limited to the Act's requirements of advance published notice of meetings, meetings open to the public, advanced available agendas, roll call votes, closed sessions and minutes of meetings.

D. Powers and Duties. The City Parks and Recreation Advisory Committee shall consider all matters concerning the City's parks and recreational facilities referred to it by the Mayor, City Council, the City Administrator, or the Public Works Superintendent. The Committee shall review the matters referred to it and make such studies based on the referred matters as it may deem necessary and appropriate and shall tender recommendations to the originator of the referral. The matters may include but are not limited to matters concerning future park-land acquisition and development, rules, and regulations for use of the parks and recreational areas, and maintenance and operational considerations. Each year, on or before June 1, the City Parks and Recreation Advisory Committee shall submit to the Mayor and City Council a report on the status of the City's parks and recreational areas. The Committee shall have no authority to enter into financial obligations or expend funds of any kind, but the City Council, as it may deem necessary and appropriate, may provide funds for use by the Committee. The City Parks and Recreation Advisory Committee does not constitute a Board of Park Commissioners or a Board of Park and Recreation Commissioners pursuant to Neb. Rev. Stat. §17-952 nor does the Committee have the powers or duties granted by said statute.

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

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

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

PASSED AND APPROVED THIS 12th DAY OF DECEMBER 2023.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

ATTEST:

Christie Donnermeyer, City Clerk

ORDINANCE NO. 799

AN ORDINANCE OF THE CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA, RELATING TO THE SALARIES OF THE EMPLOYEES OF THE CITY OF VALLEY, NEBRASKA; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH.

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

SECTION 1. Salaries. The salaries or hourly wages of the officers and employees of the City of Valley, Douglas County, Nebraska, shall be as follows.

<u>OFFICER OR EMPLOYEE</u>	<u>SALARY</u>
Mayor	\$1,255.00 per quarter \$75.00 per special meeting
Council Members	\$750.00 per quarter \$60.00 per special meeting
City Administrator	\$80,000.00 – 120,000.00 annually
Clerk/Treasurer	\$20.00 – 34.00 per hour
Office Staff	\$15.00 – 27.00 per hour
Zoning Administrator/Building Inspector	\$25.00 – 45.00 per hour
Police Chief	\$60,000.00 – 100,000.00 annually
Police, Sergeant or certified	\$25.00 – 45.00 per hour
Police Offer, Part-time	\$25.00 – 35.00 per hour
Public Works Superintendent	\$60,000.00 – 100,000.00 annually
Assistant Public Works Superintendent	\$20.00 – 34.00 per hour
Public Works / Maintenance	\$15.00 – 27.00 per hour
Seasonal / Temporary	\$15.00 – 20.00 per hour
Library Director	\$20.00 – 27.00 per hour
Library Staff	\$15.00 – 20.00 per hour

SECTION 2. Pension. An IRA of up to 6% of gross wages, for all qualifying employees as defined in the personnel manual. IRA contribution percentage for the subsequent year shall be chosen by each employee by December 31. Employee agrees to match City's percentage of IRA contribution up to a maximum of 6%.

SECTION 3. Insurance. Health and Accident, Term Life, Vision, and Dental Insurance for all qualifying employees, as defined in the personnel manual.

SECTION 4. Employee Compensation. Following one (1) full year of service, the first pay period in January becomes the anniversary date for pay increases, (if any) based on the Consumer Price Index for All Urban Consumers, (CPI-U) and/or employee performance.

SECTION 5. This Ordinance shall take effect after its passage and approval, as provided by law.

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

SECTION 7. All ordinances or parts hereof in conflict herewith are hereby repealed.

PASSED AND APPROVED THIS 12TH DAY OF DECEMBER 2023.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

ATTEST:

Christie Donnermeyer, Deputy City Clerk

ORDINANCE NO. 800

AN ORDINANCE VACATING A PORTION OF THE EXISTING RIGHT OF WAY OF MEIGS STREET LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) IN SECTION 06, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA; AND RESERVING TO THE CITY OF VALLEY, ANY PUBLIC UTILITIES AND ANY CABLE TELEVISION SYSTEMS ANY AND ALL EXISTING EASEMENTS AND EXISTING RIGHTS AS PROVIDED BY NEBRASKA REVISED STATUTE §17-558(5)(a) AND (b); PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH.

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

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

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

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

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

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

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

as valid easements at the time title to the property is vacated for the purposes of serving the general public or the abutting properties, and to enter upon the premises to accomplish such purposes at any and all reasonable times.

Section 5. All abutting property owners have executed a consent to the vacation of the existing right-of-way and have waived any and all claims of special damages incurred in connection with said vacation, including not limited to those rights contained in Valley Municipal Code § 5-219; a copy of said Consent of Abutting Property Owners is attached hereto as Exhibit “B” and incorporated herein by this reference.

Section 6. This Ordinance shall take effect and be in force after its passage and approval, according to the conditions set forth herein and as provided by law.

Section 7. 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 8. All ordinances, sections, or parts thereof in conflict herewith are hereby repealed.

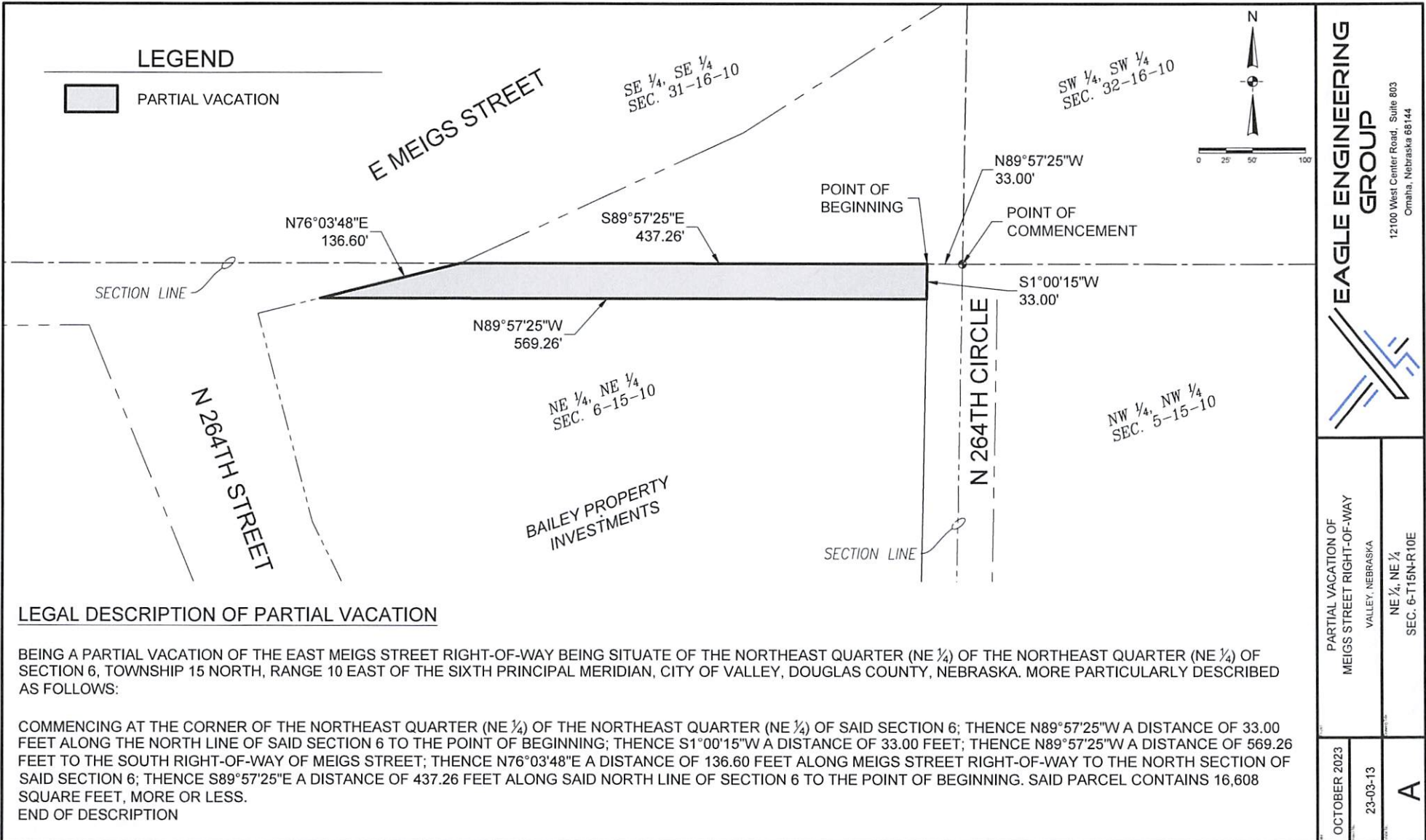
PASSED AND APPROVED THIS 12th DAY OF DECEMBER 2023

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

ATTEST:

Christie Donnermeyer, City Clerk



LEGEND

 PARTIAL VACATION

LEGAL DESCRIPTION OF PARTIAL VACATION

BEING A PARTIAL VACATION OF THE EAST MEIGS STREET RIGHT-OF-WAY BEING SITUATE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 6, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 6; THENCE N89°57'25"W A DISTANCE OF 33.00 FEET ALONG THE NORTH LINE OF SAID SECTION 6 TO THE POINT OF BEGINNING; THENCE S1°00'15"W A DISTANCE OF 33.00 FEET; THENCE N89°57'25"W A DISTANCE OF 569.26 FEET TO THE SOUTH RIGHT-OF-WAY OF MEIGS STREET; THENCE N76°03'48"E A DISTANCE OF 136.60 FEET ALONG MEIGS STREET RIGHT-OF-WAY TO THE NORTH SECTION OF SAID SECTION 6; THENCE S89°57'25"E A DISTANCE OF 437.26 FEET ALONG SAID NORTH LINE OF SECTION 6 TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 16,608 SQUARE FEET, MORE OR LESS.
 END OF DESCRIPTION

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

PARTIAL VACATION OF
 MEIGS STREET RIGHT-OF-WAY
 VALLEY, NEBRASKA
 NE 1/4, NE 1/4
 SEC. 6-T15N-R10E

OCTOBER 2023
 23-03-13
 A



EXHIBIT
 "A"

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

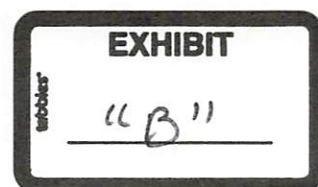
The undersigned, being all of the abutting property owners of that portion of the existing right-of-way of Meigs Street located in the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) in Section 06, Township 15 North, Range 10 East of the 6th P.M., City of Valley, Douglas County, Nebraska, legally described and depicted on Exhibit "A" attached hereto and incorporated herein by this reference, hereby consent to the vacation of the existing right-of-way of Meigs Street as depicted on Exhibit "A", hereby waive their access to the existing right-of-way of Meigs Street as depicted on Exhibit "A" and further waive any and all claims of special damages incurred in connection with said vacation, including but not limited to those rights contained in Valley Municipal Code §5-219.

BAILEY PROPERTY INVESTMENTS LLC

Name (Printed): Doug Bailey

Title: Owner

Signature: Doug Bailey



ORDINANCE NO. 801

AN ORDINANCE AMENDING SECTION 2-302 OF THE VALLEY MUNICIPAL CODE TO PROVIDE FOR LIFETIME DOG REGISTRATION TAGS; AMENDING SECTION 2-401 OF THE VALLEY MUNICIPAL CODE TO DEFINE A KENNEL AS PREMISES ON WHICH MORE THAN THREE DOGS ARE KEPT; REPEALING SECTION 3-403 OF THE VALLEY MUNICIPAL CODE REGARDING BICYCLE REGISTRATION; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH.

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

Section 1. Section 2-302 of the Valley Municipal Code is hereby repealed.

Section 2. A new Section 2-302 of the Valley Municipal Code is hereby adopted as follows:

SECTION 2-302: LICENSE TAGS

Upon payment of the license fee, the city clerk shall issue to a dog owner a metallic tag for each dog so licensed. The tag shall be properly attached to the collar or harness of each dog so licensed and shall entitle the owner to keep or harbor the said dog until March 31 following such licensing. All license fees and collections shall immediately credited to the General Fund. It shall be the duty of the city clerk to issue lifetime tags of a suitable design renewed annually. In the event that a tag is lost, and upon request of the owner, the clerk shall issue a duplicate tag for a fee of \$1.00.

Section 3. Section 2-401 of the Valley Municipal Code is hereby repealed.

Section 4. A new Section 2-401 of the Valley Municipal Code is hereby adopted as follows:

SECTION 2-401: DEFINITION; FEE

A kennel is hereby defined as any premises on which more than three dogs at least four months old or more are maintained or kept. A fee of \$25.00 shall be paid each year to the city clerk by the owner of a dog kennel. The licensing year shall be the same as that for individual dogs, and the owner shall be liable for the entire fee even though his/her premises qualifies as a kennel for only part of a licensing year. The owner shall not be required to pay a license fee for each dog in the kennel in addition to the kennel fee, and no license certificate and tag shall be required for each dog in the kennel.

Section 5. Section 3-403 of the Valley Municipal Code is hereby repealed.

Section 6. This ordinance shall be in full force and effect from and after its passage, approval and publication or posting as provided by law.

Section 7. 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 8. All ordinances or parts thereof in conflict herewith are hereby repealed.

PASSED AND APPROVED THIS 12th DAY OF DECEMBER 2023.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

ATTEST:

Christie Donnermeyer, City Clerk

ORDINANCE NO. 802

AN ORDINANCE TO AMEND EXISTING SECTIONS OF THE CITY OF VALLEY ZONING REGULATIONS, SPECIFICALLY THE LAND USE CATEGORIES MATRIX RELATING TO WAREHOUSING AND STORAGE; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH.

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

Section 1. That a portion of the existing Section 5.06 (Land Use Categories/Matrix) of the City of Valley Zoning Regulations relating to Warehousing and Storage is hereby repealed.

Section 2. That a new portion of Section 5.06 (Land Use Categories/Matrix) relating to Warehousing and Storage is hereby added to the City of Valley Zoning Regulations as shown on Exhibit “A” attached hereto and incorporated herein by this reference.

Section 3. This Ordinance shall take effect and be in force after its passage and approval, as provided by law.

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

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

PASSED AND APPROVED THIS _____ DAY OF DECEMBER 2023.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

ATTEST:

Christie Donnermeyer, City Clerk

EXHIBIT “A”

P = Permitted
 C = Conditional Use Permit
 T = Temporary
 "-" = 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
	Commercial stables	P	U	P	P	P	P	P	P	P	P	P	P	
	Golf courses, public & private	P	P	P	P	P	P	P	P	P	P	P	P	*1
	Golf driving ranges	P	P	P	P	P	P	P	P	P	P	P	P	*1
	Gun clubs	C	U	P	P	P	P	P	P	P	P	P	P	
	Miniature golf courses	C	U	P	P	P	P	P	P	P	P	P	P	
	Paintball Course	C	U	P	P	P	P	P	P	P	P	P	P	
	Recreational facility, Indoor	P	U	P	P	P	P	P	U	P	U	U	C	
	Recreational facility, outdoor	P	U	P	P	P	P	P	U	P	U	U	C	
	Recreational vehicle (RV) Park	C	U	P	P	P	P	P	P	P	P	P	P	
	Riding Academies	P	U	P	P	P	P	P	P	P	P	P	P	
	Amusement arcade	P	U	P	P	P	P	P	P	P	P	P	P	
Auto Services/ Commercial	Auto body repair	C	-	-	-	-	-	P	C	P	-	-	-	See Section 9.12
	Automotive/machinery repair shop	C	-	-	-	-	-	P	C	P	-	-	-	See Section 9.12
	Automobile/truck sales, rental & leasing	P	-	-	-	-	-	P	C	P	-	-	-	See Section 9.12
	Automobile/truck washes, self-services or automatic	-	-	-	-	-	-	-	-	P	-	-	-	See Section 9.12
	Motor home dealers	-	-	-	-	-	-	P	-	P	-	-	-	See Section 9.13
	Motorcycle dealers, incl. moped and scooters	-	-	-	-	-	-	P	-	P	-	-	-	See Section 9.13
	Muffler sales & services	-	-	-	-	-	-	P	-	P	-	-	-	See Section 9.12
	Recreational vehicle sales & rentals	-	-	-	-	-	-	P	-	P	-	-	-	See Section 9.13
	Transmission repair shops	-	-	-	-	-	-	P	-	P	-	-	-	See Section 9.12
	Travel trailer dealers	-	-	-	-	-	-	P	-	P	-	-	-	See Section 9.13
Vehicle Storage incl. trailers, RV, & boat storage	C	-	-	-	-	-	-	-	C	-	-	-		
Adult Uses	Adult Entertainment	-	-	-	-	-	-	-	-	-	C	C	-	See Section 9.21
Warehousing & Storage	Fireworks storage	C	-	-	-	-	-	-	-	-	-	C	-	
	Mini-warehouses & self-service storage	-	-	-	-	-	-	-	-	-	-	-	-	See Section 9.11
	Motor Freight Terminals	-	-	-	-	-	-	-	-	C	-	-	C	
	Outdoor Storage	-	-	-	-	-	-	-	-	-	-	-	C	
	Outdoor Storage Containers	-	-	-	-	-	-	-	-	-	-	-	C	*1
	Portable On-demand storage facilities	T	T	T	T	T	T	T	T	T	T	T	T	*1
	Warehouse and distribution	C	-	-	-	-	-	-	-	C	C	C	P	
	Warehousing (enclosed)	-	-	-	-	-	-	-	-	C	C	C	P	
	Warehousing (Open)	-	-	-	-	-	-	-	-	-	-	-	C	*1
	Wholesale business and storage	C	-	-	-	-	-	-	-	-	-	P	P	
C C P f	Bulk materials or machinery storage (fully enclosed)	-	-	-	-	-	-	-	-	-	P	P	P	

ORDINANCE NO. 803

AN ORDINANCE TO AMEND EXISTING SECTIONS OF THE CITY OF VALLEY ZONING REGULATIONS RELATING TO SIGN REGULATIONS; TO AMEND THE ZONING MATRIX TO CONFORM TO THE AMENDMENTS RELATING TO SIGN REGULATIONS; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH.

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

Section 1. That existing Article 8 of the City of Valley Zoning Regulations is hereby repealed.

Section 2. That a new Article 8 is added to the City of Valley Zoning Regulations as is shown on Exhibit "A" attached hereto and incorporated herein by this reference.

Section 3. That the Land Use Categories/Matrix be amended to conform to the amendments to Article 8.

Section 4. Ordinance shall take effect and be in force after its passage and approval, as provided by law.

Section 5. 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 6. All ordinances, sections, or parts thereof in conflict herewith are hereby repealed.

PASSED AND APPROVED THIS 12TH DAY OF DECEMBER 2023.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

ATTEST:

Christie Donnermeyer, City Clerk

EXHIBIT “A”

Article 8: Sign Regulations

Section 8.01 Compliance with Sign Regulations

All signs constructed, erected, modified, or moved after the effective date of this Ordinance shall comply with the regulations herein, unless expressly exempted.

Section 8.02 Sign Definitions

The following are the definitions relating to signs within the Valley zoning jurisdiction.

ADVERTISING SIGN shall mean a sign which directs attention to any product, activity, or service; provided, however, that such sign shall not be related or make reference to the primary use, business activity, or service conducted on the premises.

ARCHITECTURAL CANOPY SIGN shall mean an enclosed, illuminated, or non-illuminated structure that is attached to the wall of a building with the face of the sign approximately parallel to the wall and with the sign's area integrated into its surface.

AWNING OR CANOPY SIGN shall mean any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.

BANNER SIGN shall mean any sign of lightweight fabric or similar material that is permanently mounted to a pole or building by a permanent frame at one or more edges. National flags, state or municipal flags, or official flag of any institution or business shall not be considered banners.

BILLBOARD SIGN shall mean a sign that identifies or communicates a commercial or noncommercial message related to an activity conducted, a service rendered, or a commodity sold. **BILLBOARD SIGNS ARE PROHIBITED IN VALLEY.**

BUILDING SIGN shall mean any sign supported by, painted on, or otherwise attached to any building or structure.

BUILDING MARKER SIGN shall mean any sign indicating the name of a building and date and incidental information about its construction, which sign is cut into a masonry surface or made of bronze or other permanent material.

CHANGEABLE COPY SIGN shall mean a sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the face or the surface of the sign. A sign on which the message changes more than eight times per day shall be considered an animated sign and not a changeable copy sign for purposes of this ordinance. A sign on which the only copy changes is an electronic or mechanical indication of time or temperature shall be considered a "time and temperature" portion of a sign and not a changeable copy sign for purposes of this ordinance.

CLOSED SIGN shall mean a sign in which more than 50 percent of the entire area is solid or tightly closed or covered.

COMMERCIAL MESSAGE SIGN shall mean any sign wording, logo, or other representation that, directly or indirectly, names, advertises, or calls attention to a business, product, service, or other commercial activity.

DESTINATION SIGN shall mean a sign used to inform and direct the public to important public places and buildings, landmarks, and historical sites in the simplest, direct, and concise manner possible.

DIGITAL DISPLAY SIGN shall mean any sign that uses movement or change of lighting to depict action or create a special effect or scene.

ELECTRONIC MESSAGE BOARD SIGN shall mean a sign that uses changing lights to form a sign message or messages wherein the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes.

FLASHING SIGN shall mean a sign, which, by method or manner of illumination, flashes on or off, winks, or blinks with varying light intensity, shows motion, or creates the illusion of being on or off. **FLASHING SIGNS ARE PROHIBITED IN VALLEY.**

FREESTANDING SIGN shall mean any sign supported by uprights or braces placed on or in the ground, which is used principally for advertising or identification purposes and is not supported by any building.

ILLUMINATED SIGN shall mean a sign illuminated in any manner by an artificial light source.

INCIDENTAL SIGN shall mean a sign, generally informational, that has a purpose secondary to the use of the zone lot on which it is located, such as "no parking," "entrance," "loading only," and other similar directives. No sign with a commercial message legible from a position off the zone lot on which the sign is located shall be considered incidental.

MARQUEE SIGN shall mean any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.

MONUMENT SIGN (GROUND) shall mean a sign mounted directly to the ground with a maximum height not to exceed six feet.

NAMEPLATE SIGN shall mean a sign not exceeding 2 square feet for each dwelling.

NON-CONFORMING SIGN shall mean any sign that does not conform to the requirements of this ordinance.

OBSOLETE SIGN shall mean a sign that advertises a business no longer in existence or a product no longer offered for sale and has advertised such business or product for a period of six months after the termination of the existence of such business or the termination of sale of the product advertised.

OFF-PREMISES SIGN shall mean a sign including the supporting sign structure which directs the attention of the general public to a business, service, or activity not usually conducted, or a product not offered or sold, upon the premises where such sign is located.

ON-PREMISES SIGN shall mean a sign, display, or device-advertising activities conducted on the property on which such sign is located.

OPEN SIGN shall mean a sign attached to or hung from a marquee, canopy, or other covered structure, projecting from and supported by the building and extending beyond the building wall, building line, or street lot line.

PENNANT SIGN shall mean any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move in the wind.

POLE SIGN shall mean a sign that is mounted on a freestanding pole. **POLE SIGNS ARE PROHIBITED IN VALLEY.**

PORTABLE SIGN shall mean a sign, usually of a temporary nature, not securely anchored to the ground or to a building or structure and which obtains some or all of its structural stability with respect to wind or other normally applied forces by means of its geometry or character. Examples are: menu and sandwich board signs, balloons used as signs, umbrellas used for advertising, and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operations of the business.

PROJECTING SIGN shall mean a projecting sign attached to a building in such a manner that its leading edge extends more than eight inches beyond the surface of such building or wall.

ROOF SIGN shall mean a sign erected on and over the roof of a building and extending vertically above the highest portion of the roof. **ROOF SIGNS (FREE STANDING) ARE PROHIBITED IN VALLEY.**

ROOF (INTEGRAL) SIGN shall mean any sign erected or constructed as an integral or essentially integral part of a normal roof structure of any design, such that no part of the sign extends vertically above the highest portion of the roof and such that no part of the sign is separated from the rest of the roof by a space of more than six inches.

SIGN SETBACK shall mean the horizontal distance from the property line to the nearest projection of the existing or proposed sign.

SIGN SURFACE shall mean the entire area of a sign.

SUBDIVISION SIGN identification shall mean a sign erected on a subdivision identification lot that identifies the platted subdivision where the sign is located.

SUSPENDED SIGN shall mean a sign that is suspended from the underside of a horizontal plane surface and is supported by such surface. **SUSPENDED SIGNS ARE PROHIBITED IN VALLEY.**

TEMPORARY SIGN shall mean a sign constructed of cloth, fabric, or other material with or without a structural frame intended for a limited period of display, including displays for holidays or public demonstrations. Temporary signs shall include portable signs as defined in this section.

WALL SIGN shall mean any sign attached parallel to, but within eight inches of, a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one sign surface.

WINDOW SIGN shall mean any sign, pictures, symbol, or combination thereof, that is placed inside a window or upon the windowpanes or glass and is visible from the exterior of the window.

Section 8.03 Sign Area Computation

8.03.01 *Computation of Area of Individual Signs*

The area of a sign face shall be computed by means of the smallest square, circle, rectangle, triangle, or combination thereof that will encompass the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including any supporting framework, bracing, or decorative fence or wall when such fence or wall otherwise meets zoning regulations and is clearly identical to the display itself.

8.03.02 *Computation of Height*

The height of a sign shall be computed as the distance from the base of the sign at normal grade to the top of the highest attached component of the sign. In cases in which the normal grade cannot reasonably be determined, sign height shall be computed on the assumption that the elevation of the normal grade at the base of the sign is equal to the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the principal structure on the lot, parcel, or tract of land, whichever is lower. When a sign is placed on a berm, the height of the sign shall include the height of the berm above grade level at the base of the berm.

Section 8.04 Sign Schedules

8.04.01 Signs shall be permitted in the various districts according to the following schedule:

	TA	RS	R-1	R-2	R-3	RM	C-1	C-2	C-3	I-1	I-2	I-3
Animated	-	-	-	-	-	-	+	+	+	+	+	+
Architectural	+	-	-	-	-	-	+	+	+	+	+	+
Banner	+	-	-	-	-	-	-	+	+	+	+	+
Changeable Copy	+	-	-	-	-	-	+	+	+	+	+	+
Electronic Message	+	-	-	-	-	-	+	+	+	+	+	+
Freestanding	T	T	T	T	T	T	T	T	T	T	T	T
Monument (Ground)	+	+	+	+	+	+	+	+	+	+	+	+
Illuminated	+	-	-	-	-	-	+	+	+	+	+	+
Incidental	+	+	+	+	+	+	+	+	+	+	+	+
Marquee	-	-	-	-	-	-	+	+	+	+	+	+
Nameplate	+	+	+	+	+	+	+	+	+	+	+	+
Pennant	+	-	-	-	-	-	-	+	-	+	+	+
Projecting	+	-	-	-	-	-	+	+	+	+	+	+
Portable	T	T	T	T	T	T	T	T	T	T	T	T
Roof-Integrated	+	-	-	-	-	-	-	+	-	+	+	+
Subdivision	+	+	+	+	+	+	+	+	+	+	+	+
Temporary	T	T	T	T	T	T	T	T	T	T	T	T
Wall	+	-	-	-	-	-	+	+	+	+	+	+
Window	+	-	-	-	-	-	+	+	+	+	+	+

+: permitted -: not permitted T: Temporary

8.04.02 Signs shall be permitted in the various districts at the listed square footage and heights according to the following schedule:

	TA	RS	R-1	R-2	R-3	RM	C-1	C-2	C-3	I-1	I-2	I-3
Animated												
Max. Square Ft.	-	-	-	-	-	-	-	200	200	200	200	200
Max. Height Ft.	-	-	-	-	-	-	-	45	45	45	45	45
Max. Number	-	-	-	-	-	-	-	1	1	1	1	1
Architectural Canopy												
Max. Square Ft.	250	-	-	-	-	-	-	250	250	250	250	250
Max. Height Ft.	45	-	-	-	-	-	-	45	45	45	45	45
Max. Number	1 ⁴	-	-	-	-	-	-	1 ⁴	1 ⁴	1 ⁴	1 ⁴	1 ⁴
Banner												
Max. Square Ft.	32	-	-	-	-	-	-	32	32	32	32	32
Max. Height Ft.	NA	-	-	-	-	-	-	NA	NA	NA	NA	NA
Max. Number	NA	-	-	-	-	-	-	NA	NA	NA	NA	NA
Changeable Copy												
Max. Square Ft.	32	-	-	-	-	-	-	32	32	32	32	32
Max. Height Ft.	NA	-	-	-	-	-	-	NA	NA	NA	NA	NA
Max. Number	NA	-	-	-	-	-	-	NA	NA	NA	NA	NA
Electronic Message Board												
Max. Square Ft.		-	-	-	-	-	-					
Max. Height Ft.	100	-	-	-	-	-	-	100	100	100	100	100
Max. Number	20 1	-	-	-	-	-	-	20 1	20 1	20 1	20 1	20 1
Flashing												
Max. Square Ft.	-	-	-	-	-	-	-	-	-	-	-	-
Max. Height Ft.	-	-	-	-	-	-	-	-	-	-	-	-
Max. Number	-	-	-	-	-	-	-	-	-	-	-	-
Freestanding												
Max. Square Ft.	32	32	32	32	32	32	32	32	32	32	32	32
Max. Height Ft.	4	4	4	4	4	4	4	4	4	4	4	4
Max. Number	1	1	1	1	1	1	1	1	1	1	1	1
Monument (Ground)												
Max. Square Ft.	50	-	-	-	-	-	-	32 ²	32 ²	32 ²	32 ²	32 ²
Max. Height Ft.	10	-	-	-	-	-	-	10	10	10	10	10
Max. Number	1	-	-	-	-	-	-	1	1	1	1	1
Incidental												
Max. Square Ft.	25 each	-	-	-	-	-	-	25 each	25 each	25 each	25 each	25 each
Max. Height Ft.	45	-	-	-	-	-	-	45	45	45	45	45
Max. Number	1/40 ³	-	-	-	-	-	-	1/40 ³	1/40 ³	1/40 ³	1/40 ³	1/40 ³
Marquee												
Max. Square Ft.	-	-	-	-	-	-	-	250	250	250	250	250
Max. Height Ft.	-	-	-	-	-	-	-	45	45	45	45	45
Max. Number	-	-	-	-	-	-	-	1	1	1	1	1
Nameplate												
Max. Square Ft.	2	2	2	2	2	2	2	2	2	2	2	2
Max. Height Ft.	-	-	-	-	-	-	-	-	-	-	-	-
Max. Number	1	1	1	1	1	1	1	1	1	1	1	1
Off-Premises Billboard												
Max. Square Ft.	-	-	-	-	-	-	-	-	-	-	-	-
Max. Height Ft.	-	-	-	-	-	-	-	-	-	-	-	-
Max. Number	-	-	-	-	-	-	-	-	-	-	-	-
On-Premises Billboard												
Max. Square Ft.	640	-	-	-	-	-	-	320	320	320	320	320
Max. Height Ft.	30	-	-	-	-	-	-	30	30	30	30	30
Max. Number	1	-	-	-	-	-	-	1	1	1	1	1
Pennant												
Max. Square Ft.	32	-	-	-	-	-	-	32	32	32	32	32
Max. Height Ft.	NA	-	-	-	-	-	-	NA	NA	NA	NA	NA
Max. Number	NA	-	-	-	-	-	-	NA	NA	NA	NA	NA

	TA	RS	R-1	R-2	R-3	RM	C-1	C-2	C-3	I-1	I-2	I-3
Pole												
Max. Square Ft.	-	-	-	-	-	-	-	-	-	-	-	-
Max. Height Ft.	-	-	-	-	-	-	-	-	-	-	-	-
Max. Number	-	-	-	-	-	-	-	-	-	-	-	-
Projecting												
Max. Square Ft.	16	-	-	-	-	-	-	16	16	16	16	16
Max. Height Ft.	45	-	-	-	-	-	-	45	45	45	45	45
Max. Number	1	-	-	-	-	-	-	1	1	1	1	1
Portable												
Max. Square Ft.	32	32	32	32	32	32	32	32	32	32	32	32
Max. Height Ft.	4	4	4	4	4	4	4	4	4	4	4	4
Max. Number	1	1	1	1	1	1	1	1	1	1	1	1
Roof												
Max. Square Ft. ⁴⁵	250	-	-	-	-	-	-	250	250	250	250	250
Max. Height Ft.	45	-	-	-	-	-	-	45	45	45	45	45
Max. Number	1	-	-	-	-	-	-	1	1	1	1	1
Roof-Integrated												
Max. Square Ft.	250	-	-	-	-	-	-	250	250	250	250	250
Max. Height Ft.	45	-	-	-	-	-	-	45	45	45	45	45
Max. Number	1	-	-	-	-	-	-	1	1	1	1	1
Subdivision												
Max. Square Ft.	500	500	500	500	500	500	500	500	500	500	500	500
Max. Height Ft.	35	35	35	35	35	35	35	35	35	35	35	35
Max. Number	1	1	1	1	1	1	1	1	1	1	1	1
Max. Lot Area Square Ft.	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Suspended												
Max. Square Ft.	20	-	-	-	-	-	-	20	20	20	20	20
Max. Height Ft.	10	-	-	-	-	-	-	10	10	10	10	10
Max. Number	1	-	-	-	-	-	-	1	1	1	1	1
Temporary												
Max. Square Ft.	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Max. Height Ft.												
Max. Number												
Wall												
Max. Square Ft.	200 ¹	-	-	-	-	-	-	200 ¹	200 ¹	200 ¹	200 ¹	200 ¹
Max. Height Ft.	15	-	-	-	-	-	-	45	45	45	45	45
Max. Number	1	-	-	-	-	-	-	1	1	1	1	1
Window												
Max. Square Ft.	200 ¹	-	-	-	-	-	-	200 ¹	200 ¹	200 ¹	200 ¹	200 ¹
Max. Height Ft.	15	-	-	-	-	-	-	15	15	15	15	15
Max. Number	1	-	-	-	-	-	-	1	1	1	1	1

¹ Wall/Window signs shall not exceed 10 percent of the total wall area, or the number indicated whichever is greater.

² Monument (Ground) signs may be increased from 32 square feet in area to 50 square feet in area when all uses/storefronts within a development are included on one sign as opposed to each having an individual ground sign for every use/storefront.

³ One Incidental sign per 40 lineal feet of storefront.

⁴ One Canopy per window – canopy shall meet all minimum height requirements for accessibility.
NA = Not Applicable – Refer to specific structural sign types

8.04.03 A building or use having frontage on an additional street may install a sign on the additional street side.

Section 8.05 Signs, Special Conditions

8.05.02 Stand-alone ATM's may have the following:

1. One wall sign on each exterior wall provided each wall sign does not exceed 10 percent of the applicable exterior wall and the total shall not exceed 40

square feet in size.

2. Where a canopy is integrated into the ATM, a canopy sign may be placed on each face of the ATM, provided the overall height of the canopy and sign do not exceed 24 inches. In addition, the overall size of all canopy signs shall not exceed 40 square feet.
3. Directional signage shall be contained on the ATM, painted within a drive lane or in any curbing defining a drive lane.
4. All signs are subject to the required permitting process of these Regulations.
5. Said signage may be incorporated with lighting plan and backlit in order to provide for greater security on the premises.

8.05.03 Coffee Kiosks and other Kiosks may have the following:

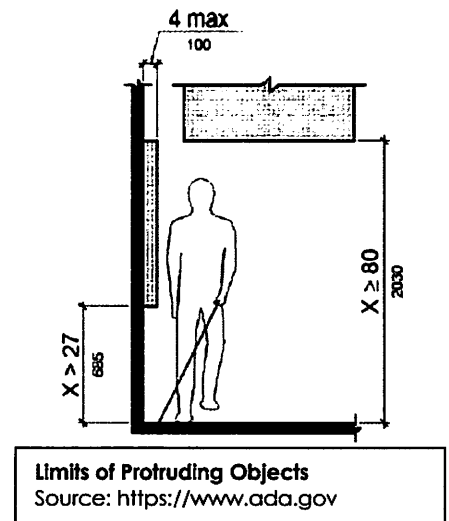
1. One wall sign on each exterior wall not used for drive-up service, provided each wall sign does not exceed 10 percent of the applicable exterior wall and the total shall not exceed 40 square feet in size.
2. Where a canopy is integrated into the Coffee Kiosks/Kiosks, a canopy sign may be placed on each face of the Coffee Kiosk/Kiosks, provided the overall height of the canopy and sign do not exceed 24 inches. In addition, the overall size of all canopy signs shall not exceed 40 square feet.
3. Directional signage shall be contained on the Coffee Kiosk/Kiosk, painted within a drive lane or in any curbing defining a drive lane.
4. Window signs limited to menu boards and daily specials shall not require a sign permit.
5. All signs are subject to the required permitting process of these Regulations, unless otherwise noted.

8.05.04 Signs protruding from the façade, into the right-of-way shall be limited to the dimensions shown on the adjacent graphic. Awnings shall maintain 80 inches of vertical clear space, as measured from the bottom edge of the sign to the grade below.

8.05.05 Temporary Signs

Temporary signs for which a permit has been issued shall be issued only for signs meeting the following criteria:

1. Temporary signs may be for a continual period. Said temporary signs shall not be in place for more than four days prior to the event and shall be removed within 36 hours of the conclusion of said event.
2. Temporary signs may be allowed in a manner where they are put in place during certain periods of time (set up in the morning and taken down in the evening) without a specific end date to the permit and these signs may advertise an off- premises business and/or organization.



8.05.06 Emergency Signs (Permitted)

Emergency warning signs erected by a governmental agency, public utility company, or a contractor doing authorized or permitted work within the public right-of-way.

8.05.07 *Other Signs Forfeited*

Any sign installed or placed on public property, except in conformance with the requirements of this section, shall be forfeited to the public and subject to confiscation. In addition, to other remedies hereunder, the City shall have the right to recover from the owner or person placing such a sign the full costs of removal and disposal of such sign.

8.05.08 *Signs Exempt from Regulation Under this Ordinance*

The following signs shall be exempt from regulation under this ordinance, except no sign in this provision shall create an obstruction to vision, as per Section 4.08 of this Ordinance and/or a collision hazard to the public:

1. Any public notice or warning required by a valid and applicable federal, state, or local law, regulation or ordinance;
2. Temporary construction signs when equal to six square feet or less;
3. Any sign identifying a public facility or public/civic event;
4. Any sign inside a building, not attached to a window or door, that is not legible from a distance of more than three feet beyond the lot line of the zone lot or parcel on which such sign is located;
5. Holiday lights and decorations with no commercial message;
6. Traffic control signs on private property, such as Stop, Yield, and similar signs, the face of which meets the Manual on Uniform Traffic Control Devices standards and which contain no commercial message.

8.05.09 *Signs Prohibited Under These Regulations*

All signs not expressly permitted in these regulations or exempt from regulation hereunder in accordance with the previous section are prohibited in the City. Such signs include, but are not limited to:

1. Beacons;
2. Roof signs;
3. Suspended signs;
4. Strings of lights not permanently mounted to a rigid background, except those exempt under the previous section; and
5. Audible Signs
6. Pole Signs
7. Off-Premises and On-Premises Billboards

8.05.10 *Electronic Sign Brightness Limitations*

1. No electronic sign may be illuminated to a degree of brightness that is greater than necessary for adequate visibility. In no case may the brightness exceed eight thousand (8,000) nits or equivalent candelas during daylight hours, or one thousand (1,000) nits or equivalent candelas between dusk and dawn.
2. Electronic sign permit applications must also include a certification from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with City codes and that the owner or operator shall provide proof of such conformance upon request of the City.

ORDINANCE NO. 804

AN ORDINANCE TO AMEND EXISTING SECTIONS OF THE CITY OF VALLEY ZONING REGULATIONS RELATING TO LANDSCAPING AND SCREENING REQUIREMENTS; TO AMEND THE ZONING MATRIX TO CONFORM TO THE AMENDMENTS RELATING TO LANDSCAPING AND SCREENING REQUIREMENTS; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH.

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

Section 1. That existing Section 5.20.06 of the City of Valley Zoning Regulations is hereby repealed.

Section 2. That a new Section 5.20.06 is added to the City of Valley Zoning Regulations as follows:

5.20.06 Landscape and Site Treatment

1. Landscape elements included in these criteria consist of all forms of planting and vegetation, ground forms, rock groupings, water features, and all visible construction except buildings and utilitarian structures.
2. Where natural or existing topographic patterns contribute to beauty and utility of a development, they shall be preserved and developed. Modification to topography will be permitted where it contributes to good site design and development.
3. Plant material and Unity of design shall be achieved by repetition of certain plant varieties and other materials and by correlation with adjacent developments.
4. Grades of walks, parking spaces, terraces, and other paved areas shall provide an inviting and stable appearance for walking and, if seating is provided, for sitting.
5. Landscape treatments shall be provided to enhance architectural features, strengthen vistas and important axis, and provide shade.
6. The use of walls, fencing, planting, or combinations thereof shall be used to screen service yards and other places that tend to detract from the building features. Screening shall be equally effective in winter and summer.
7. Exterior lighting, when used, shall enhance the building design and the adjoining building and adjacent areas. Lighting shall be restrained in design and

excessive brightness avoided. Lighting shall be designed to a standard that does not impact adjoining properties, especially residential areas.

8. Developments in the Highway Corridor Protection District shall meet all other applicable screening regulations pursuant to Article 7

Section 3. That existing Section 12.04 of the City of Valley Zoning Regulations is hereby repealed.

Section 4. That a new Section 12.04 is added to the City of Valley Zoning Regulations as follows:

Section 12.04 Landscaping and Screening Requirements

12.04.01 Intent: The landscaping and screening requirements of this section are intended to promote attractive and harmonious growth of the City. Landscaping is a fundamental component of property development. These provisions are intended to preserve and enhance property values by ensuring that yards, open spaces, parking lots and public rights-of-way are designed and maintained with respect to plants and landscape materials. This section also intends that property development should respect land capability and constraints, minimize erosion and destruction of natural amenities, and reduce conflicts between lands and uses.

1. The use of suitable native plant materials is encouraged. Native plants are those plants that occur naturally within this region and have shown greater adaptability to the seasonal and climate changes which occur in this region.
2. Not more than 1/3 of the required landscaping shall be comprised of any one species and at least 1/3 of the required plants should be coniferous or evergreen species.
3. The owner of the property, and their successors, shall be responsible for proper maintenance of all required landscaped areas. Landscaping shall be maintained continuously, including all necessary watering, weeding, pruning, pest control, and replacement of dead or diseased plant material. Replacement landscaping shall be planted as soon as possible or by the next growing season. In no case shall replacement time exceed one year.

12.04.02 Application and Scope

1. No new structure, building or parking lot shall be constructed unless in compliance with the landscape and screening standards of this Article.

12.04.03 Landscape Area Requirements

1. Single-family and two-family dwellings shall maintain a minimum of 20 percent of lot area as a permeable and uncovered surface containing living material. Single-family and two-family dwellings shall be exempt from other requirements of Section 12.04.
2. All other uses shall provide and maintain a landscaped area that equals or exceeds the requirements of Section 12.04.

12.04.04 Site Landscaping

1. Major site plans shall include a landscaping plan indicating how existing topography, natural features, and vegetation will be integrated into the overall site development. A conceptual landscape plan shall be submitted and approved prior to final site plan approval. A detailed landscape plan shall be submitted and approved prior to the issuance of a Certificate of Occupancy. All landscape plans shall be prepared to show the information required by the Planning Services Department.
2. Street trees planted in the public right-of-way shall not be counted toward fulfillment of the minimum site requirements for number of trees.
3. Existing trees to be retained on site may be counted toward fulfillment of the landscaping requirements.
4. Parking lot landscaping requirement in Section 12.04.05 shall not be counted toward fulfillment of the minimum site landscaping.
5. The minimum required permeable area shall be 20 percent of the entire site under review.
6. The following is the minimum landscaping requirement of trees and shrubs, by number, and the type of ground cover required for the entire site under review. Plant species used for landscaping shall be in accordance with street trees and plant lists approved by the City.
 - a. Minimum tree planting requirements shall be one tree per 1,600 square feet of required permeable area. Minimum tree size shall be at least one and one-half inch caliper measured six inches from the base of the tree for a deciduous tree and six feet in height for a coniferous tree.

- b. Minimum shrub requirements shall be six shrubs, or one shrub per 1,000 square feet of required permeable area, whichever is greater. Shrubs shall be a minimum of 18 inches in height or a minimum of three gallons potted.

12.04.05 Parking Lot Landscaping

1. A landscape buffer strip shall be provided along the frontage of all surface parking areas at least 10 feet wide along the public right-of-way. The buffer strip shall consist of shade trees, low shrubs, perennial flowers, and/or other plant materials approved by the Building and Zoning Department. Landscaped earth berms and/or decorative walls and fences are permitted provided they are integrated with the landscape screening described above. The use of bio-filtration methods of landscape and drainage design is encouraged. The number of trees and shrubs shall be per Section 12.04.04.
2. A landscape buffer at least seven feet wide shall be provided along the remaining sides of all surface parking lots. This area shall be planted with any combination of shade trees, coniferous trees, and/or shrubs. The number of trees and shrubs shall be per Section 12.04.04.
3. Interior Parking lot landscaping and trees shall be dispersed throughout the parking lot as follows:
 - a. For single parking bays, landscaped islands shall provide at least one parking space of landscape area, measuring at least nine feet by 18 feet, and shall be planted with a combination of one tree, low shrubs, perennial flowers, and/or ground cover/ornamental grasses. Provide two landscape islands with plantings, as listed, for each 20 parking spaces within the parking lot.
 - b. For double parking bays, both the end landscaped islands and the intermediate landscaped islands shall provide a double-parking space of landscape area, measuring at least nine feet by 36 feet, and shall be planted with a combination of one shade tree or two ornamental/dwarf trees, low shrubs, perennial flowers, and/or ground cover/ornamental grasses measuring no more than three feet in height. Coniferous trees are prohibited in parking lot islands. Provide one landscape island with plantings, as listed above. Provide two landscape islands for each 40 parking spaces within the parking lot.
 - c. In lieu of providing interior landscape islands as described above, for parking lots of 40 spaces or less, the landscape

material that would have been required in that situation can be placed in the buffer area around the parking lot.

- d. For parking lots larger than 40 spaces, islands shall be required at the ends of each double-row of parking, broken into 10 spaces between islands maximum.
- e. Parking lot islands can be used as bio-retention areas, with landscaping included.
- f. No tree, shrub, hedge, or berm shall be placed or encroach into an area the City Engineer determines is an obstruction to visibility or extends into a visibility triangle affecting the public right-of-way.

12.04.06 Street Trees

- 1. Street trees shall be planted within a landscaped parkway or in tree pits within the sidewalk area according to the City of Valley policies on Street Trees.
- 2. Street trees planted within the sidewalk area shall be planted using best management practices.

12.04.07 Screening Requirements

- 1. All commercial and industrial uses that abut residential, shall maintain screening not less than six feet high along the abutting property line or lines.
- 2. Screening required by this ordinance shall be equivalent to the following:
 - a. A combination of a fence or wall at least 6 feet in height, offset from the property line a minimum of five feet with a mulched planting area provided within the offset area. The mulched area shall be planted with shrubs, perennials, and groundcovers over at least 60% of the area.
 - i. The fence or wall shall be at least 80 percent opaque (non-transparent).
 - ii. Mulch to be four-inch depth hardwood, natural or brown-colored only.
 - iii. Shrubs shall be as listed in 12.04.04 6B.

- iv. Perennials shall be a minimum 1-gallon size.
- b. All service access areas shall be prohibited between building facades and the street or easily visible from streets or parking lots unless screened from view. Screening is required between adjacent zoning districts when one of the following conditions in the more intensive zoning district is directly visible from and faces toward the boundary of the less intensive zoning district.

- i. The following conditions require buffering:

- 1). the rear elevation of the buildings.
 - 2). outdoor storage areas.
 - 3). compressed natural gas or propane tanks.
 - 4). loading docks, service areas, and trash-storage and collection areas.
 - 5). major machinery or areas containing a manufacturing process, truck, or trailer parking.
 - 6). sources of glare, noise, or other negative environmental effects.

- ii. Screening required by this ordinance shall be equivalent to the following:

- 1). A solid wood, vinyl, and/or masonry fence or wall.
 - 2). A continuous tightly forming hedge row of landscape material of coniferous and/or deciduous plant material capable of providing a minimum height of six (6) feet within three (3) years of planting. Plantings should be full height from ground to top of hedge row with no trimming up from the ground surface.
 - 3). A landscaped earth berm not exceeding 3:1 slope with landscape material and/or fencing combination. Together the overall minimum height shall be six (6') feet. The berm surface shall be protected to prevent erosion with sod,

seeding (and erosion control blanket), and/or landscape plant material and mulch, as soon as construction of berm is complete.

- 4). Screening shall not adversely affect surface water drainage.

- 3. All dumpsters and exterior trash storage shall be screened using walls or fences that are a minimum of six feet in height. The walls and fences shall be fabricated and finished using the same materials and colors as the adjacent building and shall include a matching lockable gate that when closed, completely eliminates the view of the trash area and its contents.

Section 5. That the Land Use Categories/Matrix be amended to conform to the amendments to Sections 5.20.06 and 12.04.

Section 6. This Ordinance shall take effect and be in force after its passage and approval, as provided by law.

Section 7. 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 8. All ordinances, sections, or parts thereof in conflict herewith are hereby repealed.

PASSED AND APPROVED THIS ____ DAY OF DECEMBER 2023.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

ATTEST:

Christie Donnermeyer, City Clerk

ORDINANCE NO. 805

AN ORDINANCE TO AMEND EXISTING SECTIONS OF THE CITY OF VALLEY ZONING REGULATIONS RELATING TO DESIGN STANDARDS FOR COMMERCIAL AREAS; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH.

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

Section 1. That existing Section 12.05 of the City of Valley Zoning Regulations is hereby repealed.

Section 2. That a new Section 12.05 is added to the City of Valley Zoning Regulations as follows:

Section 12.05 Design Standards for Commercial Areas.

All commercial uses shall comply with the following standards. This section does not apply to areas zoned residential or transitional agricultural within the Highway Corridor Protection District. In addition, the applicant shall submit building elevations for review by the City. Any structure existing at the time of adoption of this Code which is expanded for retail commercial use by 25 percent or more to the building area shall be subject to these Design Standards.

Intent: The building facades shall be designed including architectural features that contribute to visual interest at the pedestrian scale, reduce the massive scale of the building, minimize a uniform and impersonal appearance of the building, and will provide visual interest consistent with the community's identity, character, and scale. The design shall provide variations in the roofline, add interest to, and reduce the massive scale of large buildings.

All commercial uses within the Highway Overlay District or within any designated commercial areas shall comply with the following standards:

1. Definitions. For purposes of this section, the building types and the façades of a building shall be defined as follows:
 - a. Large free-standing commercial retail. A singular retail or wholesale user that occupies no less than 30,000 square feet of gross floor area. These uses typically include: membership wholesale clubs, discount stores, pharmacies, and grocery stores. See Exhibit A at the end of this section.
 - b. Contractor bay. A bay style industrial flex space that occupies no more than 10,000 square feet which have limited office space with a large open bay and either a loading dock or overhead doors. Uses typically include: auto repair, small building contractors, distributors, machine shops, plumbing and heating contractors, electricians, roofer, etc. See Exhibit B at the end of this section.

- c. Shopping Center, Commercial Strip. A commercial development, usually one store deep, that fronts on a major street for a distance of one city block or more. Includes individual buildings on their own lots, and small linear shopping centers with shallow on-site parking in front of the stores. See Exhibit C at the end of this section.
- d. Façade. The portion of any exterior elevation on the building extending from grade to the top of the parapet, wall or eaves and extending the entire length of the building.
- e. Front façade. The front or principal face of a building, containing the main entrance; any building face, which can be touched by a line drawn perpendicular to street (public or private).
- f. Side façade. The face of a building extending from the front façade to the rear façade of the building.
- g. Rear façade. The face of a building extending along the rear of the lot or site, containing employee and service entrances, loading docks, and service areas (e.g., trash dumpster, utility boxes, and HVAC equipment).

2. Façade Design. Front and street facing side façades greater than 100 feet in length, measured horizontally, shall:

- a. Incorporate wall plane projections or recessions of at least twelve (12) inches in depth of the same durable material, extend at least twenty (20) percent of the length of the façade, and extend full height of the wall. The maximum uninterrupted length of wall shall be no more than 100 feet. The use of contrasting materials and color shall allow wall plane projections or recessions to be less than twelve (12) inches in depth.
- b. Have a change in at least one of the following elements each 100 feet along the front and all street facing sides: color change, material change, and/or texture change.
- c. The front façade shall include architectural elements, such as columns, awnings, projecting canopies, accent lines, colonnades, arcades, reveals or projecting ribs along at least 40 percent of the front façade length.
- d. Except for entrances to the building, any part of the front façade higher than 11 feet shall give the visual exterior appearance of having more than one floor for each additional 11 feet in height, i.e., a 22-foot-high building shall give the appearance of a two-story building.

3. Entryways.

- a. Front facades shall have visible, clearly defined entrances that include at least three of the following elements: canopies or porticos, awnings, overhangs, recesses or projections, arcades, raised corniced parapets over the door, distinctive roof forms, arches, or display windows.

4. Rooflines.

- a. Rooflines shall be varied in height, at least each one hundred (100) feet, measured horizontally, along the front façade and any side of a building facing a street. Hips, gables, or changes in parapet elevation shall be used to provide relief in height.
- b. Gables and hip roofs are permitted. Parapets shall be used on flat roofs to conceal rooftop mechanical equipment. The parapet design shall be a minimum of three (3) feet in height.

5. Transparent windows and doors.

- a. A minimum of 20 percent of the surface area of the front façade and street facing walls shall be transparent. Transparency may include glazed doors, windows, overhead doors and display windows.
- b. Highly reflective or glare producing glass with an external reflectance factor of 25 percent or higher is prohibited on all facades.
- c. All overhead doors (frame and paneling) on the front façade and street facing walls shall vary from the adjacent building panels and façade and shall not be white. A minimum of 50 percent of all overhead doors shall be glass or resembling glass (acrylic, polygal or approved equivalent) and may be transparent, tinted, frosted, or opaque. The color and appearance of the glass or glass resembling material must contrast from the color of the frame and paneling of the overhead door.

6. Materials.

- a. Not less than 50 percent of the front of the building and 25 percent of the sides of the building exclusive of transparent windows and doors shall be durable material including brick, stone, masonry units that are integrally colored, burnished, glazed, or textured concrete, drainable EFIS (Stucco), painted R and PBR panels, and prefinished metal panel systems (e.g., Aluminum Composite Material (ACM) panels). Cementitious lap siding may be used as an accent material only.
- b. The following exterior materials are prohibited: Materials with the appearance of unfinished concrete block, smooth natural (grey) concrete, painted smooth faced concrete block, vinyl siding, corrugated metal, or tilt-up concrete panels without an architectural finish.

7. Colors

- a. Predominant building colors shall be subtle, neutral, or earth tone that have low reflectivity with less than a 30 percent reflection factor. Intense, bright, fluorescent, or metallic colors (e.g., bright yellow, orange, bright red) shall not be used as the predominant color on any wall or roof. These colors may be used as the building accent color but shall not constitute more than 10 percent of the area of each building façade.

8. Landscape Buffer or Screening

- a. A landscape buffer shall meet requirements of section 12.04.07 and shall be required near or offset from the property line to screen service areas and rear facades so they shall not be easily visible to the public from streets, parking lots or adjacent properties. If the dumpsters or HVAC equipment are not located along the rear faced, they shall be screened per section 12.04.08

9. Maximum Parking:

- a. The maximum number of off-street parking spaces allowed shall be equal to 125 percent of the required minimum number of spaces.
- b. Parking spaces in excess of the maximum number permitted may be allowed, provided:
 - i. Each parking space provided in excess of the maximum number allowed shall be paved with a permeable paving material approved by the City; or
 - ii. For each parking space provided in excess of the maximum number allowed, 300 square feet of additional on-site green space shall be provided and maintained with landscaping.

10. Amenities.

- a. Commercial building sites with a lot size of 10-acres or more shall include at least one public gathering space, such as a patio seating area, pedestrian plaza with benches, outdoor play area, and not less than two public space amenities, such as kiosks, a water feature, a clock tower, or a landscaped site for public artwork. Pedestrian public space shall be shaded, landscaped, and screened. The size of the public gathering space shall not be less than one percent of the gross enclosed building area.

11. Any conflict between these standards and the CMD Ordinance shall be resolved in favor of the stricter standard.

12. These guidelines are not intended to inhibit creativity and innovation in building design. The City will consider other building materials if the applicant demonstrates that the use of such materials results in a quality, durable building.

Exhibit A: Large Free-Standing Commercial Retail



Exhibit B: Contractor Bay



Exhibit C: Shopping Center, Commercial Strip



Section 3. That the Land Use Categories/Matrix be amended to conform to the amendments to Section 12.05.

Section 4. Ordinance shall take effect and be in force after its passage and approval, as provided by law.

Section 5. 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 6. All ordinances, sections, or parts thereof in conflict herewith are hereby repealed.

PASSED AND APPROVED THIS 12TH DAY OF DECEMBER 2023.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

ATTEST:

Christie Donnermeyer, City Clerk

RESOLUTION 2023-72

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

WHEREAS, the Valley City Council adopted the Douglas County Local Emergency Operation Plan on August 9, 2005, and subsequent updates, to provide a coordinated response to a disaster or emergency in Douglas County, and

WHEREAS, continuance and restoration of public access and essential public services for basic human needs is critical, and

WHEREAS, the Valley City Council desires to respond to a disaster or emergency in the most efficient manner possible, and

WHEREAS, the City of Valley may require additional personnel and equipment to ensure public access and services in the event of a disaster or emergency, and

WHEREAS, The City of Valley has compiled a list of contractors to provide services in the event of a disaster or emergency, and

WHEREAS, the Valley City Council in regular session on December 12, 2023 approved said Contractor List,

NOW, THEREFORE, BE IT RESOLVED, the governing body of the City of Valley, Douglas County, does herewith accept the Approved Contractor List, a copy of which is marked Exhibit "A" and attached hereto and made a part hereof by reference.

PASSED AND APPROVED this 12th day of December 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:

Christie Donnermeyer, Deputy City Clerk

EXHIBIT 'A'

EMERGENCY CONTRACTOR LIST:

GENERAL

Andersen Plumbing
849 N. 252nd St.
Waterloo, NE 68069
(W) 402-359-4976
Josh Cell 402-490-7076

JMN Construction
314 West Reichmuth Rd
Valley, NE 68064
Jim Cell 402-660-4839
Todd Cell 402-521-0132

Du-Rite Electrical
115 204th Street
Elkhorn, NE 68022
(W) 402-289-2251
Josh Cell 402-618-1166

Valley Corporation
28001 Ida Circle
Valley, NE 68064
(W) 402-359-2578
Al Hagemann Cell: 402-669-1456

West-E-Con – Lift Station Electrical
P.O. Box 637
Valley, NE 68064
(W) 402-359-2127
Russell Cell 402-660-1885

Jettters Plumbing
230 W. County Rd T
Fremont, NE 68026
(W) 402-721-5695
Matt (Owner) Cell 402-719-5228

Goree Backhoe & Excavating, Inc.
1125 Hansen Rd.
Fremont, NE 68025
(W) 402-721-2060
Roger Cell 402-306-3061

SNOW REMOVAL ASSISTANCE

Hayden Law Care
23408 Denton St.
Waterloo, NE 68069
Chad Cell 402-215-4445

Mike Adair
Cell 402-677-3781

Rune Van den Boogaart
Work Cell 402-690-0501

Hamilton General Contracting
1326 N. 181st St.
Elkhorn, NE 68022
Dave Cell 402-510-8403

Widhelm Trucking
512 W. Valley St.
Valley, NE 68064
Jeff Cell 402-312-4052

Stanzel Mow'n Snow LLC
P.O. Box 207
Waterloo, NE 68069
Ryan Cell 402-658-3803

RESOLUTION 2023-77

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

WHEREAS, the City of Valley, Douglas County, Nebraska, proposes to enter into an Agreement with JEO Consulting Group, Inc. for Valley Park Phase 1 Improvements; and

WHEREAS, the Valley City Council met in regular session on December 12, 2023 and reviewed said Agreement attached herewith; and

NOW, THEREFORE, BE IT RESOLVED the Valley City Council authorizes Mayor Cindy Grove to execute the Agreement with JEO Consulting Group, Inc. on behalf of the City of Valley for Valley Park Phase 1 Improvements.

PASSED AND APPROVED this 12th day of December 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:

Christie Donnermeyer, Deputy City Clerk



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

THIS IS AN AGREEMENT effective as of December 6, 2023 (“Effective Date”) between City of Valley, NE (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

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

Valley Park Phase 1 Improvements (“Project”).

JEO Project Number: 221849.01

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 Owner Responsibilities

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

ARTICLE 3 - COMPENSATION

3.01 Compensation

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

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

- Exhibit A – Scope of Services
- Exhibit B – General Conditions
- Exhibit C – Survey Area

4.02 Total Agreement

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

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

Owner:

Engineer: JEO Consulting Group, Inc.



By: _____

By: Eric Casper

Title: _____

Title: Project Manager / Senior Landscape Architect

Date Signed: _____

Date Signed: 12/06/2023

Address for giving notices:

Address for giving notices:

JEO Consulting Group, Inc.

2000 Q. Street

Suite 500

Lincoln, NE 68503



Exhibit A
SCOPE OF SERVICES:
VALLEY PARK – PHASE 1
VALLEY, NE

PROJECT DESCRIPTION:

JEO understands that the project will consist of renovations to City Park (phase 1) as outlined in the master plan. Key features of the park may include the following:

- Removal of existing park pavement and playground equipment
- New concrete parking lots, drives and walks
- New park entry feature
- Basketball court
- Pickleball court(s)
- Sand volleyball court
- Park shade structure
- Landscaping and Turf
- New pedestrian lighting

SCOPE OF SERVICES:

1. TOPOGRAPHIC SURVEY

- 1.1 Engineer will schedule and obtain a topographic survey containing the following:
- 1.1.1 Survey the locations of all visible physical features (concrete, asphalt, gravel, rock, driveways, sidewalks, trees, utility poles, valves, manholes, signs, drainage structures, curb stops, water meter pits, terrain profiles, etc.).
 - 1.1.2 Collect available utility location information and incorporate on preliminary plans (gas, telephone, electric, water, sanitary sewer, storm sewer, communications, etc.).
 - 1.1.3 Create an electronic drawing using AutoCAD illustrating elevations, site features, and existing utilities resulting from the surveys performed.
 - 1.1.4 Reference exhibit 'C' for survey limits

2. DESIGN SERVICES

- 2.1 Conduct a project Initiation/Kick-off Meeting – Meet with the Owner to review project requirements in detail, collect existing information, review the existing site details, review of available data pertaining to the existing utilities located in the project area. **(1 meeting in Valley)**
- 2.2 Prepare 30% Documents:
- 2.2.1 Develop preliminary plans for the proposed park improvements in accordance with the Owner's guidance.
 - 2.2.2 Furnish preliminary site plans and sketches.
 - 2.2.3 Furnish preliminary plans to Owner for review.

- 2.2.4 Attend one meeting with the Owner to review the 30% documents. **(1 meeting in Valley with up to 2 virtual progress meetings)**
- 2.3 Prepare 60% Documents:
 - 2.3.1 Document set shall include the following:
 - 2.3.1.1 Existing Condition / Removal Plans
 - 2.3.1.2 Site Layout and Paving Plans
 - 2.3.1.3 Site Grading and Drainage Plans
 - 2.3.1.4 Site Erosion and Sediment Control Plans
 - 2.3.1.5 Site Utility Plans
 - 2.3.1.6 Site Construction Details
 - 2.3.1.7 Site Landscape Plans
 - 2.3.1.8 Preliminary Lighting Plans
 - 2.3.1.9 Preliminary Technical Specifications
 - 2.3.1.10 Preliminary Opinion of Cost
 - 2.3.2 Perform an internal QA/QC review of the 60% documents.
 - 2.3.3 Furnish design plans to Owner for review.
 - 2.3.4 Attend one meeting with the Owner to review the 60% documents. **(1 meeting in Valley with up to 2 virtual progress meetings)**
- 2.4 Prepare 90% Construction Document Set:
 - 2.4.1 Prepare a final set of plan documents.
 - 2.4.2 Finalize technical specifications. Technical specifications will be developed in accordance with the local jurisdiction and/or regulatory agency.
 - 2.4.3 Prepare a final opinion of cost for the improvements.
 - 2.4.4 Conduct an internal QA/QC review of the 90% Construction Document plan set and specifications.
 - 2.4.5 Furnish Owner plans and specifications for review and comment.
 - 2.4.6 Attend one meeting with the Owner to review the 90% documents. **(Meeting in Valley)**
- 2.5 Final Construction Document Set
 - 2.5.1 Revise the plans and specifications as necessary following the final 90% review.
 - 2.5.2 Sign and seal documents by licensed Architect, Landscape Architect, and or Engineers in the State of Nebraska.

3. STORMWATER POLLUTION PREVENTION PLAN & PERMITTING

- 3.1 Prepare a Storm Water Pollution Prevention Plan (SWPPP) complying with state regulations and assist Owner with the submittal of a Notice of Intent (NOI) to obtain a stormwater NPDES permit through State of Nebraska.
- 3.2 Coordinate the Owner's signature and submit a Notice of Intent (NOI) to the NDEE to obtain an NPDES Storm Water Discharge permit. Owner is to pay all permit fees. Three bound copies will be prepared for the Owner. This includes one SWPPP submittal and one NOI permit submittal.
- 3.3 Coordinate the Owner's signature and submit a Notice of Termination (NOT) to the NDEE to close the NPDES Storm Water Discharge permit.

4. BIDDING & NEGOTIATION

- 4.1 Provide assistance with authorizing the advertisement for bids and setting the bid date and time.
- 4.2 Send Notice to Bidders to Contractors, Builder Bureaus and Plan Rooms.
- 4.3 Furnish electronic plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties.
- 4.4 Respond to inquiries from prospective bidders and prepare any addenda required.
- 4.5 Assist the Owner in securing construction bids for the project.
- 4.6 Conduct a pre-bid meeting consisting of one (1) meeting onsite with potential bidders. **(Meeting in Valley)**
- 4.7 Assist the Owner at the bid opening consisting of one (1) meeting to ensure proper rules are followed and adhered to during the process to ensure all requirements of State and Federal law are fulfilled. **(Meeting in Valley)**
- 4.8 Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- 4.9 Prepare and submit a Bid Letter of Recommendation to the Owner for project award.
- 4.10 Prepare Contract Documents (Construction Contract and Notice to Proceed) for execution by the Prime Contractor and the Owner; provide cursory reviews of all insurance and bonds submittals; then advise the Owner to proceed with execution of all documents.
- 4.11 Provide copies of all executed Contract Documents to the Owner and Prime Contractor.

5. CONSTRUCTION ADMINISTRATION

- 5.1 Attend a pre-construction kick-off meeting. This meeting will review the required timelines set forth in the specification, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements by the Contractor. **(Meeting in Valley)**
- 5.2 Provide interpretation of the plans and specifications, when necessary.
- 5.3 Consult with and advise Owner during construction regarding all aspects of the project.
- 5.4 Review Shop Drawings and Product Submittals.
- 5.5 Review and sign Contractor's Pay Requests
- 5.6 JEO has assumed a 9-month construction period with a total of 10 progress meetings that are included with this contract.
- 5.7 Compile records for use in preparing record drawings.
- 5.8 Conduct a final inspection of project with the Owner and Contractor.
- 5.9 Prepare a final punch list of outstanding items needing completion prior to the finalization of the project based on the field observations and reviews by the Owner and Contractor.
- 5.10 Recommend to the Owner the acceptance of the project and complete the necessary certificate(s). This recommendation will be based on the Architect and/or Engineer's observation of construction utilizing professional judgement and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications, and contract documents.
- 5.11 Conduct a courtesy 1-year warranty walk-thru of project with Owner and Contractor.

6. PROJECT ASSUMPTIONS AND OWNER RESPONSIBILITIES

- 6.1 All utilities are located adjacent to site and will not require any off-site utility extensions.

- 6.2 No off-site improvements (roadway and/or utility extensions) is included.
- 6.3 Owner shall provide timely review of documents or requests for information.

7. FEE

7.1 JEO proposes to provide the services defined in the scope of work for the fees listed below. The Owner and JEO understand that should the scope of work change to add additional features/elements that the Owner and JEO will negotiate and agree on any additional fees for design and construction administration services, in writing, prior to commencing the additional work.

<i>Task</i>	<i>Fee</i>
Topographical Survey (Lump Sum)	\$ 15,500.00
Design Services (Lump Sum)	\$ 95,000.00
SWPPP and Permitting (Lump Sum)	\$ 5,000.00
Bidding and Negotiation (Lump Sum)	\$ 8,500.00
<u>Construction Administration</u> (Lump Sum)	<u>\$ 18,000.00</u>
 Total (not to exceed)	 \$ 142,000.00

7.2 Progress Payments:

- 7.2.1 JEO will bill for services completed near the beginning of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.
- 7.2.2 Invoices not paid within 30 days may be charged interest at the annual rate of 12% (1.0%/month).
- 7.2.3 Payments will be applied first to the interest then principal.

8. CONTRACT TIME

- 8.1 JEO will work as expeditiously as possible, pending authorization from Owner to complete the tasks in this project.
 - 8.1.1 Survey work will be completed 6 weeks from notice to proceed
- 8.2 The information in this proposal and fee estimate is valid until March 31, 2024. After that time, the scope of services and estimated fees are subject to adjustment.

9. EXCLUSIONS

- 9.1 Plating Services
- 9.2 Site Entitlements (platting, special use permits, etc.)
- 9.3 Environmental Studies
- 9.4 Geotechnical Services
- 9.5 Construction Testing
- 9.6 Special Inspections
- 9.7 SWPPP Inspections
- 9.8 Retaining Wall Design
- 9.9 Traffic studies or simulation
- 9.10 Record Documents

9.11 Any other items not outlined in the scope of services

10. REIMBURSABLE EXPENSES

- 10.1 Typical reimbursable expenses are included in the lump-sum and include: Mileage for trips required to complete the work defined above, long-distance phone calls, meals, other travel expenses, software, copies/prints, and faxes.
- 10.2 Other reimbursable expenses shall be billed at 110% of their cost.
- 10.3 Reproduction cost for the final bid documents will be billed as a reimbursable expense.
- 10.4 Permitting fees will be billed as a reimbursable expense.

11. ADDITIONAL TERMS

- 11.1 The General Conditions are specified in Exhibit B.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession

practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

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

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

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

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

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

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

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

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

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

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

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

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

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

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

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

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

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

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

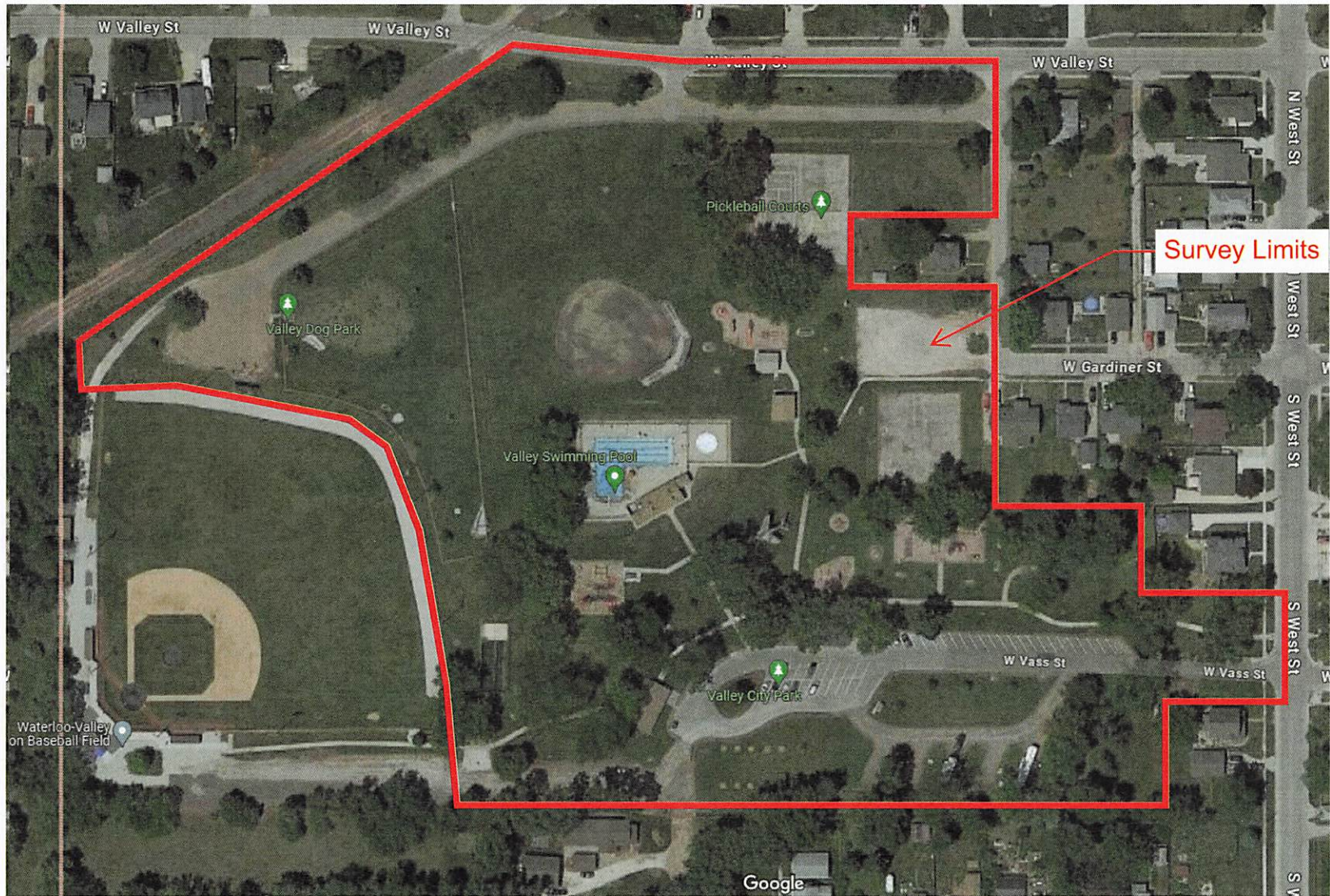
b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of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

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

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

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

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



Valley, NE

Survey Limits

Exhibit "C"

RESOLUTION 2023-78

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

WHEREAS, the City of Valley, Douglas County, Nebraska, proposes to enter into an Engagement Letter with Bland & Associates, CPAs to conduct the 2023 audit; and

WHEREAS, the Valley City Council met in regular session on December 12, 2023 and reviewed said Engagement Letter attached herewith; and

NOW, THEREFORE, BE IT RESOLVED the Valley City Council authorizes Mayor Cindy Grove to execute the Engagement Letter with Bland & Associates, CPAs on behalf of the City of Valley to conduct the 2023 audit.

PASSED AND APPROVED this 12th day of December 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:

Christie Donnermeyer, Deputy City Clerk

December 11, 2023

Mayor and City Council
City of Valley, Nebraska
203 N. Spruce Street
Valley, NE 68064

Dear Mayor and City Council Members:

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of the City of Valley, Nebraska's (the City) governmental activities-modified cash basis, business-type activities, each major fund-modified cash basis and aggregate remaining fund information-modified cash basis for the year ended September 30, 2023, which collectively comprise the basic financial statements. Our acceptance of this engagement is subject to our satisfactorily completing our normal engagement acceptance procedures, including inquiry of your previous auditors. We will notify you promptly if we become aware of anything during our acceptance procedures that results in our not being able to continue this engagement.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

The Responsibilities of the Auditor

We will conduct our audit in accordance with GAAS. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity's system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

- Consider the entity's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will also communicate to the City Council (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants (AICPA).

Justin Frauendorfer is the engagement partner for the audit services specified in this letter. His responsibilities include supervising the firm's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and

3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

Management is responsible for the preparation of the required supplementary information (RSI) which accounting principles generally accepted in the United States of America (U.S. GAAP) require to be presented to supplement the basic financial statements.

Management is also responsible for the preparation of the supplementary information presented in relation to the financial statements as a whole in accordance with U.S. GAAP. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and will indicate that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The City Council is responsible for informing us of its views about the risks of fraud within the City, and its knowledge of any fraud or suspected fraud affecting the City.

Our audit will be conducted on the basis that management and when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of the audit in accordance with the proposed timeline;

- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Engagement Letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with the City. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Nonaudit Services

In connection with our audit, you have requested us to perform the following accounting services:

1. Drafting the financial statements

Cindy Grove, Mayor, will oversee the services, make all significant judgments that are the proper responsibility of management, evaluate the adequacy of the services, make an informed judgment about the results of the services, and accept responsibility for them. You also agree to establish and maintain internal control over these services, including ongoing monitoring activities. At the conclusion of our audit, we will ask you to provide written representations to that effect.

Fees, Costs, and Access to Workpapers

Our fees are based upon the time required by the individuals assigned to the engagement, plus direct expenses. Our fees for the services described in the letter are as follows for the year ended September 30, 2023:

Financial Statement Audit:	\$30,000
Beginning Year Audit Procedures:	\$12,000

However, additional out of scope charges will be billed separately based on our standard rates. Additional billings can be avoided if:

- **All items on the prepared by client list are ready by the first day of fieldwork;**
- **The items provided to us from the prepared by client list are complete and accurate;**
- **Detailed supporting information on our selections is pulled in a timely manner;**
- **Employees are available to answer our questions and respond in a timely manner; and**
- **There are no significant misstatements/adjustments which cause a delay in our fieldwork being completed.**

Our fee estimate and completion of our work is based upon the following criteria:

- **Anticipated cooperation from City personnel.**
- **Timely responses to our inquiries.**
- **Timely completion and delivery of client assistance requests.**
- **Timely communication of all significant accounting and financial reporting matters.**
- **The assumption that unexpected circumstances will not be encountered during the engagement.**

- **We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.**

If any of the aforementioned criteria are not met, then fees may increase.

Our invoices for these services will be rendered based upon the following engagement milestones:

- 60% of Financial Statement Audit fee when interim/planning audit work commences (anticipated to occur in March/April 2024)
- 40% of Financial Statement Audit fee as fieldwork commences (anticipated to occur in April 2024)

All invoices are due and payable upon presentation, and we will not release any deliverables until the account is settled in full. In accordance with firm policies, work may be suspended if your account becomes 30 days or more overdue and will not resume until your account is paid in full. Amounts not paid within 30 days from the invoice date will be subject to late payment charges of 1.5% per month (18% per year). If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Use of Subcontractors and Third-Party Products

We may, in our sole discretion, use qualified third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Confidential Information (as such term is defined below) to them. We may share your information, including Confidential Information, with these third-party service providers; provided that such recipients are bound by written obligations of confidentiality. You acknowledge and agree that our use of a third-party service provider may involve the processing, input, disclosure, movement, transfer, and storage of your information and data outside of our technology infrastructure. We will be responsible to you for the performance of our third-party service providers, solely as related to the services performed under this Engagement Letter, subject to all limitations and disclaimers set forth herein.

We also may provide services to you using certain third-party hardware, software, equipment, or products (collectively, "Third-Party Products" and each, individually, a "Third-Party Product"). You acknowledge that the use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by or on behalf of you to us, including Confidential Information and Personal Information, within the Third-Party Product's infrastructure and not ours. You further acknowledge that the terms of use and service, including, but not limited to, applicable laws, set forth in the end-user license, end-user subscription agreement, or other end-user agreement for such Third-Party Product (collectively, "EULA(s)") will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service

levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

To the extent Bland & Associates, P.C. gives the City access to a Third-Party Product in connection with the services contemplated herein, the City agrees to comply with the terms of any applicable EULA for such Third-Party Product, and the City shall be solely responsible for the improper use of a Third-Party Product or a violation of the applicable EULA for such Third-Party Product, by the City or any user to whom the City grants access to such Third-Party Product. The City agrees to indemnify and hold Bland & Associates, P.C. harmless from and against any claims, actions, lawsuits, proceedings, judgments, liens, losses, damages, costs, expenses, fees (including reasonable legal fees, expenses, and costs) and other liabilities relating to, or arising from or out of, the improper use of a Third-Party Product, or a violation of the terms of the applicable EULA for such Third-Party Product, by the City, or any user to whom the City grants access to such Third-Party Product.

You acknowledge that your or our use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from your or our use of a Third-Party Product.

Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of Bland & Associates, P.C. For the purposes of this Engagement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of Bland & Associates, P.C.'s audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by Bland for the City under this Engagement Letter, or any documents belonging to the City or furnished to Bland by the City.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable Bland & Associates, P.C. policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter substantially in Bland & Associates, P.C.'s form. Bland & Associates, P.C. reserves the right to decline a successor auditor's request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Indemnification, Limitation of Liability, and Claim Resolution

Because Bland & Associates, P.C. will rely on the City and its management and City Council to discharge the foregoing responsibilities, the City agrees to indemnify, hold harmless and release Bland & Associates, P.C. and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, Subcontractors, agents, representatives, successors, or assigns from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City's management.

THE CITY AND BLAND & ASSOCIATES, P.C. AGREE THAT NO CLAIM ARISING OUT, FROM, OR RELATING TO THE SERVICES RENDERED PURSUANT TO THIS ENGAGEMENT LETTER SHALL BE FILED MORE THAN TWO YEARS AFTER THE DATE OF THE AUDIT REPORT ISSUED BY BLAND & ASSOCIATES, P.C. OR THE DATE OF THIS ENGAGEMENT LETTER IF NO REPORT HAS BEEN ISSUED. IN NO EVENT SHALL BLAND & ASSOCIATES, P.C. OR THE CITY, OR ANY OF THEIR RESPECTIVE PARTNERS, PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, CONTRACTORS, SUBCONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, THE "COVERED PARTIES" AND EACH INDIVIDUALLY, A "COVERED PARTY"), BE LIABLE FOR THE INTERRUPTION OR LOSS OF BUSINESS, ANY LOST PROFITS, SAVINGS, REVENUE, GOODWILL, SOFTWARE, HARDWARE, OR DATA, OR THE LOSS OF USE THEREOF (REGARDLESS OF WHETHER SUCH LOSSES ARE DEEMED DIRECT DAMAGES), OR INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR SIMILAR SUCH DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE COVERED PARTIES ARISING OUT OF, FROM, OR RELATING TO THIS ENGAGEMENT LETTER, OR THE REPORT ISSUED OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CIRCUMSTANCES OR NATURE OR TYPE OF CLAIM, INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING FROM A COVERED PARTY'S NEGLIGENCE OR BREACH OF CONTRACT OR WARRANTY, OR RELATING TO OR ARISING FROM A GOVERNMENT, REGULATORY OR ENFORCEMENT ACTION, INVESTIGATION, PROCEEDING, OR FINE, WILL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY THE CITY TO BLAND & ASSOCIATES, P.C. UNDER THIS ENGAGEMENT LETTER. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS LIMITATION OF LIABILITY PROVISION SHALL, OR SHALL BE INTERPRETED OR CONSTRUED TO, RELIEVE THE CITY OF ITS PAYMENT OBLIGATIONS TO BLAND & ASSOCIATES, P.C. UNDER THIS ENGAGEMENT LETTER.

Confidentiality

Bland & Associates, P.C. and the City may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, Bland & Associates, P.C. and the City agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Engagement Letter and for no other purpose or use. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives

who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, Bland & Associates, P.C. is permitted to disclose the City's Confidential Information to Bland & Associates, P.C.'s personnel, agents, and representatives for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Engagement Letter.

As used herein, the term "Confidential Information" will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Confidential Information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Engagement Letter.

Notwithstanding the foregoing, in the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information of the Disclosing Party, or as may be required by applicable regulations or professional standards, the Receiving Party will use commercially reasonable efforts to provide the Disclosing Party with notice prior to disclosure, to the extent permitted by law.

Personal Information

As used herein, the term "Personal Information" means any personal information, as may be defined by applicable privacy, data protection, or cybersecurity laws, that directly or indirectly identifies a natural person, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers or state- or province-issued identification card numbers, and health information.

Each party agrees to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have. We are permitted to use all such Personal Information to perform our obligations and exercise our rights under this Engagement Letter.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of City-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Engagement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Engagement Letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Engagement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to,

acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Engagement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Engagement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Engagement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Engagement Letter will no longer apply. In order for us to recommence work, the execution of a new Engagement Letter will be required.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.

Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

Notwithstanding anything stated to the contrary in this Engagement Letter, the City acknowledges and consents that we also may utilize Confidential Information and Personal Information that you have provided to us in connection with this engagement to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings and/or for development or performance of data analysis, business analytics or insights, or other insight generation. Information developed in connection with these purposes may be used or disclosed to you or current or prospective clients to provide them services or offerings. We will not use or disclose such Confidential Information or Personal Information in a way that would permit the City or an individual to be identified by third parties without your prior written consent.

The City agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the City agrees to contact us before it includes our reports, or otherwise makes reference to us, in any public or private securities offering. Our association with an official statement is a matter for which separate arrangements may be necessary. The City agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed. If, based on our review, we identify no material inconsistencies with our audit, or other misstatements of fact, we will promptly communicate in writing to the City that we do not object to the inclusion of our report in the offering documents. In the event our auditor/client relationship has been terminated when the City seeks such consent, we will be under no obligation to grant such consent or approval.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of your employment of one of our partners, principals or employees.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Engagement Letter. The City shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States or Canada. The City shall not knowingly cause Bland & Associates, P.C. to violate any sanctions applicable to Bland & Associates, P.C. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the Consolidated Canadian Autonomous Sanctions List, the United Nations Security Council, the European Union, and United Kingdom.

Notices

Unless otherwise expressly agreed upon by the parties in this Engagement Letter, all notices required to be given hereunder will be in writing and addressed to the party at the business address provided in this Engagement Letter, or such other address as such party may indicate by a notice delivered to the other party. A copy of any legal notice (e.g., any claimed breach or termination of this Engagement Letter) sent by the City to Bland & Associates, P.C. shall also be sent to the following address: Bland & Associates, P.C., 450 Regency Parkway, Suite 340, Omaha, NE 68114. Except as otherwise expressly provided in this Engagement Letter, notices hereunder will be deemed given and effective: (i) if personally delivered, upon delivery; (ii) if sent by registered or certified mail or by overnight courier service with tracking capabilities, upon receipt; and, (iii) if sent by electronic mail (without indication of delivery failure), at such time as the party that sent the notice receives confirmation of receipt, whether by read-receipt confirmation or otherwise.

Governing Law

This Engagement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Engagement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Nebraska, without regard to its conflict of law principles, and applicable U.S. federal law.

Entire Agreement

This Engagement Letter constitutes the complete and exclusive statement of agreement between Bland & Associates, P.C. and the City and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter.

If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

December 11, 2023
City of Valley, Nebraska
Page 14 of 14

Very truly yours,

BLAND & ASSOCIATES, P.C.



Justin J. Frauendorfer, CPA, CFE, CVA
Partner

Confirmed on behalf of the City:

Signature

Title

Date



Crowe LLP
Independent Member Crowe Global
901 S MoPac Expressway
Building II, Suite 450
Austin, Texas 78746-5776
Tel +1 512 480 8182
www.crowe.com

Report on the Firm's System of Quality Control

July 21, 2022

To the Shareholders of Bland & Associates, PC and the Peer Review Committee of Nevada

We have reviewed the system of quality control for the accounting and auditing practice of Bland & Associates, PC (the firm) in effect for the year ended December 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

(Continued)

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Bland & Associates, PC in effect for the year ended December 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Bland & Associates, PC has received a peer review rating of *pass*.

Crowe LLP
Crowe LLP
Austin, Texas

RESOLUTION NO. 2023 – 73

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 **Onyx Blasting & Coating, LLC** for work completed 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>\$667,440.00</u>
2. Net Change by Change Orders	<u>\$24,089.00</u>
3. CURRENT CONTACT PRICE	<u>\$691,529.00</u>
4. TOTAL COMPLETED AND STORED TO DATE	\$602,662.00
5. LESS RETAINAGE 10%	-\$60,266.20
6. TOTAL COMPLETED & STORED TO DATE LESS RETAINAGE	<u>\$542,395.80</u>
7. LESS PREVIOUS APPLICATION FOR PAYMENTS	<u>\$345,947.79</u>
8. AMOUNT DUE THIS APPLICATION	<u>\$196,448.01</u>

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

ONYX BLASTING & COATING, LLC. \$196,448.01

PASSED AND APPROVED this 12th day of December 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:

Christie Donnermeyer, Deputy City Clerk

APPLICATION FOR PAYMENT

PROJECT: Water System Improvements

TO: (OWNER) City of Valley
203 N Spruce Street
Valley, Ne. 68064

ATTN: Jim Olmstead

ENGINEER: OLMSTEAD & PERRY CONSULTING ENGINEERS INC

ENGINEER'S PROJECT NO. 22-68

CONTRACTOR: Onyx Blasting & Coating, LLC

CONTRACT FOR: \$667,440.00

APPLICATION DATE: December 12, 2023 APPLICATION NO.: 3
FOR WORK ACCOMPLISHED THROUGH THE DATE OF: December 12, 2023

CHANGE ORDER SUMMARY:

Continuation sheets are attached.

Change orders approved in previous month by Owner.

Application is made for payment, as shown below in connection with the Contract.

The present status of the account is as follows:

ORIGINAL CONTRACT PRICE.....	\$667,440.00
Net Change by Change Orders & Written Amendments	\$24,089.00
CURRENT CONTRACT PRICE.....	\$691,529.00
TOTAL COMPLETED & STORED TO DATE.....	\$602,662.00
LESS RETAINAGE : 10%	-\$60,266.20
TOTAL COMPLETED & STORED TO DATE LESS RETAINAGE	\$542,395.80
LESS PREVIOUS APPLICATION FOR PAYMENT.....	\$345,947.79
AMOUNT DUE THIS APPLICATION.....	\$196,448.01

CO #	DATE	ADDITIONS	DEDUCTIONS
1	11/10/23	\$24,089.00	
2			
3			
4			
5			
TOTAL		\$24,089.00	\$0.00
NET CHANGE		\$24,089.00	

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered ____, inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract.

CONTRACTOR: ONYX BLASTING & COATING, LLC

By: Geiselle R. Surette Date: 12/12/2023

ENGINEER: Olmstead & Perry Consulting Engineer

By: 

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	Engineer
<input type="checkbox"/>	SRF

OWNER: City of Valley

BY: _____

APPLICATION AND CERTIFICATE FOR PAYMENT-CONTINUATION SHEET

APPLICATION NUMBER: 3
 APPLICATION DATE: 12-Dec-23
 FOR WORK ACCOMPLISHED THROUGH : 12-Dec-23
 ENGINEER'S PROJECT #: 22-68

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	QUANTITY COMPLETED TO DATE	TOTAL COMPLETED	STORED TO DATE	TOTAL COMPLETED AND STORED TO DATE
1	Mobilization	1	L.S.	\$118,448.00	1	\$118,448.00		\$118,448.00
2	Containment	1	L.S.	\$80,000.00	1	\$80,000.00		\$80,000.00
3	Tank Interior Blast & Prime	1	L.S.	\$150,000.00	1	\$150,000.00		\$150,000.00
4	Tank Exterior blast & prime	1	L.S.	\$150,000.00	1	\$150,000.00		\$150,000.00
5	Interior Finish	1	L.S.	\$69,476.00	1	\$69,476.00		\$69,476.00
6	Exterior Finish	1	L.S.	\$69,476.00	0.5	\$34,738.00		\$34,738.00
7	Logos	1	L.S.	\$15,000.00		\$0.00		\$0.00
8	Site clean-up/Demobilization	1	L.S.	\$15,000.00		\$0.00		\$0.00
9						\$0.00		\$0.00
10						\$0.00		\$0.00
12						\$0.00		\$0.00
TOTAL						\$602,662.00	\$	\$602,662.00

John Batcher, Council President

Linda Lewis, Council Member

Bryon Ueckert, Council Member

Chris TenEyck, Council Member

ATTEST:

Christie Donnermeyer, Deputy City Clerk

Contractor's Application For Payment No. 5

To (Owner):	City of Valley	Application Period:	11/1/2023	11/30/2023	Application Date:	12/5/2023
Contractor	Neuvirth Construction Inc	PROJECT NAME			Invoice Number	1023 5
Address	7386 county road P35 Blair Ne. 68008	Valley Backwash Recovery			Via (Engineer)	
Project Number	1023				Engineer's Project No.:	

Change Order Summary

Approved Change Orders		
Number	Additions/Deductions	Description
1	\$ (606.84)	wash Reclaim Skid Connection C
2	\$ -	
3	\$ -	
4	\$ -	
5	\$ -	
6	\$ -	
7	\$ -	
8	\$ -	
9	\$ -	
10	\$ -	
TOTALS		\$ -
NET CHANGE BY		\$ -
CHANGE ORDERS		\$ (606.84)

1. ORIGINAL CONTRACT PRICE	\$ \$	1,144,109.08
1a. Overage Not by Change Order		
2. Net change by Change Orders	\$ \$	(606.84)
3. CURRENT CONTRACT PRICE (Line 1±1a± 2)	\$ \$	1,143,502.24
4. TOTAL COMPLETED AND STORED TO DATE (Column G+J on Progress Estimate)	\$ \$	776,711.13
5. RETAINAGE:		
a. 10% <input checked="" type="checkbox"/> Override	Work Completed	\$ \$ 35,200.00
b. 10% <input checked="" type="checkbox"/> Override	Stored Materials	\$ \$ -
c. Retainage (Line 5a + Line 5b)		\$ \$ 35,200.00
d. Previous retainage		\$ \$ 42,471.11
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c-Line 5d)	\$ \$	699,040.02
7. LESS PREVIOUS PAYMENTS	\$ \$	382,240.02
8. AMOUNT DUE THIS APPLICATION	\$ \$	316,800.00
9. BALANCE TO FINISH (Column O on Progress Estimate)	\$ \$	401,991.11
10. FINAL APPLICATION FOR RETAINAGE	\$ \$	-

Contractor's Certification

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

Jacob Neuvirth
 Digitally signed by Jacob Neuvirth
 DN: C=US, E=jacob@neuvirth.com,
 O=Neuvirth Construction, CN=Jacob
 Neuvirth
 Date: 2023.12.05 11:00:59-06'00'

By: _____ Date: _____

Payment of: 316,800.00
 (Line 8 or other - attach explanation of other amount)

is recommended by: *Jacob Neuvirth*
 (Engineer)

12-8-23
 (Date)

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

is approved by: _____
 (Owner) (Date)

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

Labor & Equipment \$ 127,370.66 Materials \$ 177,036.77 Tax \$ 12,392.57

Progress Estimate

Contractors Application

5

Job Name		Valley Backwash Recovery				Invoice Number:		1023 5		Neuvirth Construction Inc				
Application Date		12/5/2023				Application Period:		11/1/2023		11/30/2023				
Owner		City of Valley				C	CC	D	E	F	G	H	I	J
Item						Work Completed				Materials Presently Stored	Completed and Stored to Date		Balance to Finish (B - G)	Materials Incorp. This Application
Bid Item No.	Description	Bid Quantity	Overrun Quantity	Unit Price	Bid Value	From Previous Application	Overrun This Period	Quantity this Period	Value this Application		(C + E + F)	(G / B)		
1	12" Backwash Transfer Line	121	0.00	\$ 229.58	\$ 27,778.73	\$ 27,778.73	\$ -	0.00		\$ -	\$ 27,778.73	100.00%	\$ (0.00)	\$ -
2	12" Clearwater Decant	140	0.00	\$ 202.20	\$ 28,308.66	\$ 28,308.66	\$ -	0.00		\$ -	\$ 28,308.66	100.00%	\$ (0.00)	\$ -
3	6" Sludge Pipe	1	0.00	\$ 21,414.34	\$ 21,414.34	\$ 21,414.34	\$ -	0.00		\$ -	\$ 21,414.34	100.00%	\$ 0.00	\$ -
4	8" Decant Reuse Line	68	0.00	\$ 210.07	\$ 14,284.65	\$ 12,881.96	\$ -	0.00		\$ -	\$ 12,881.96	90.18%	\$ 1,402.69	\$ -
5	8" Sludge Line	160	0.00	\$ 124.59	\$ 19,934.28	\$ 19,934.28	\$ -	0.00		\$ -	\$ 19,934.28	100.00%	\$ -	\$ -
6	Backwash Tank	1	0.00	\$ 537,424.36	\$ 537,424.36	\$ 250,000.00	\$ -	0.49	\$ 265,000.00	\$ -	\$ 515,000.00	95.83%	\$ 22,424.36	\$ -
7	Electrical/Controls	1	0.00	\$ 81,442.06	\$ 81,442.06	\$ -	\$ -	0.00		\$ -	\$ -	0.00%	\$ 81,442.06	\$ -
8	Existing Underground Tank	1	0.00	\$ 14,823.27	\$ 14,823.27	\$ -	\$ -	0.00		\$ -	\$ -	0.00%	\$ 14,823.27	\$ -
9	Grading	2840	0.00	\$ 28.07	\$ 79,718.80	\$ 65,000.00	\$ -	427.50	\$ 12,000.00	\$ -	\$ 77,000.00	96.59%	\$ 2,718.80	\$ -
10	Pump Skid	1	0.00	\$ 318,979.92	\$ 318,979.92	\$ -	\$ -	0.24	\$ 75,000.00	\$ -	\$ 75,000.00	23.51%	\$ 243,979.92	\$ -
Backwash Reclaim Skid Connection Change		1	0.00	\$ (606.84)	\$ (606.84)	\$ (606.84)	\$ -	0.00		\$ -	\$ (606.84)	100.00%	\$ -	\$ -
Original Contract Total					\$ 1,144,109.08	\$ 424,711.13		//////////	\$ 352,000.00	\$ -	\$ 776,711.13	67.89%	\$ 366,791.11	\$ -
Net Increase/Decrease Total					\$ -									
C/O Total					\$ (606.84)									

RESOLUTION NO. 2023 – 75

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

WHEREAS, on or about March 17, 2023, **Stillwater Lake, L.L.C.**, a Nebraska limited liability company and the **City of Valley, Nebraska** entered into an Irrevocable Letter of Credit Agreement wherein Stillwater Lake, L.L.C. and the City of Valley agree certain funds for Stillwater 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 total sum of One Hundred Seventy-one Thousand Seven Hundred Ninety-nine and 25/100 dollars (\$171,799.25) is **due to Vrba Construction, Inc.**, as submitted by the attached invoice from Eagle Engineering Group, LLC engineers for the City of Valley; and

WHEREAS, the total sum of Six Thousand Eight Hundred Fifty-five and 15/100 dollars (\$6,855.15) is **due to the City of Valley**, as submitted by the attached invoice from Eagle Engineering Group, LLC engineers for the City of Valley; and

WHEREAS, the City Engineer and the Deputy City Clerk have submitted a request to the City Council to authorize distribution of the above-described amounts; said requests are supported by invoices and backup documentation attached hereto.

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

1. United Republic Bank is hereby authorized and directed to disburse to **Vrba Construction, Inc.** the sum of One Hundred Seventy-one Thousand Seven Hundred Ninety-nine and 25/100 dollars, (\$171,799.25) as payment due pursuant to Contractor's Application for Payment No. 2 dated December 1, 2023, for Stillwater Lake, L.L. C. Phase 1 – Water Main, Sanitary Sewer, and Storm Sewer improvements.
2. United Republic Bank is hereby authorized and direct to disburse to **City of Valley** the sum of Six Thousand Eight Hundred Fifty-five and 15/100 dollars (\$6,855.15) as payment due for Stillwater Lake, L.L.C. Phase 1/engineer fees.

PASSED AND APPROVED THIS 12TH OF DECEMBER 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:

Christie Donnermeyer, Deputy City Clerk

Contractor's Application for Payment

Owner: <u>City of Valley</u>	Owner's Project No.: <u>1</u>
Engineer: <u>EAGLE ENGINEERING GROUP</u>	Engineer's Project No.: <u>22-77</u>
Contractor: <u>Vrba Construction Inc.</u>	Contractor's Project No.: <u>1</u>
Project: <u>Stillwater Phase 1 - Water Main, Sanitary Sewer, and Storm Sewer Improvements</u>	
Contract: <u>Stillwater Phase 1 - Water Main, Sanitary Sewer, and Storm Sewer Imp Valley, NE</u>	
Application No.: <u>2</u>	Application Date: <u>12/1/2023</u>
Application Period: From <u>11/3/2023</u> to <u>12/1/2023</u>	

1. Original Contract Price	\$ 585,186.50
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 585,186.50
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 311,110.40
5. Retainage	
a. <u>10%</u> X \$ <u>218,754.50</u> Work Completed	\$ 21,875.45
b. <u>10%</u> X \$ <u>92,355.91</u> Stored Materials	\$ 9,235.59
c. Total Retainage (Line 5.a + Line 5.b)	\$ 31,111.04
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 279,999.36
7. Less previous payments (Line 6 from prior application)	\$ 108,200.11
8. Amount due this application	\$ 171,799.25
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 274,076.10

Contractor's Certification

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

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

Contractor: Vrba Construction Inc.

Signature: _____ **Date:** 12/1/2023

Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: <u>Project Manager</u>	Title: <u>Mayor</u>
Date: _____	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Valley	Owner's Project No.:	1
Engineer:	EAGLE ENGINEERING GROUP	Engineer's Project No.:	22-77
Contractor:	Vrba Construction Inc.	Contractor's Project No.:	1
Project:	Stillwater Phase 1 - Water Main, Sanitary Sewer, and Storm Sewer Improvements		
Contract:	Stillwater Phase 1 - Water Main, Sanitary Sewer, and Storm Sewer Imp Valley, NE		

Application No.: 2 Application Period: From 11/03/23 to 12/01/23 Application Date: 12/01/23

A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
1	SITE PREPARATION / MOBILIZATION	1.00	LS	60,000.00	60,000.00	1.00	60,000.00	-	60,000.00	100%	-
2	TRAFFIC CONTROL / BARRICADES	1.00	LS	7,500.00	7,500.00	-	-	-	-	0%	7,500.00
3	CONNECT TO EXG. SANITARY MANHOLE	3.00	EA	1,400.00	4,200.00	2.00	2,800.00	23.33	2,823.33	67%	1,376.67
4	CONSTRUCT 10"DIA. PVC SDR 35 SANITARY SEWER	493.00	LF	77.00	37,961.00	203.00	15,631.00	5,048.89	20,679.89	54%	17,281.11
5	CONSTRUCT 8"DIA. PVC SDR 35 SANITARY SEWER	279.00	LF	72.00	20,088.00	-	-	3,068.80	3,068.80	15%	17,019.20
6	CONSTRUCT 6"DIA. PVC SDR 26 SANITARY SEWER SERVICE	1,497.00	LF	63.00	94,311.00	1,497.00	94,311.00	-	94,311.00	100%	-
7	DEWATERING - SANITARY SEWER	772.00	LF	100.00	77,200.00	203.00	20,300.00	-	20,300.00	26%	56,900.00
8	ADJUST MANHOLE COVER TO GRADE	3.00	EA	200.00	600.00	-	-	-	-	0%	600.00
9	CONSTRUCT 54" I.D. SANITARY SEWER MANHOLE INCL.	43.40	VF	795.00	34,503.00	18.50	14,707.50	2,317.88	17,025.38	49%	17,477.62
10	PERFORM CCTV PIPELINE INSPECTION	772.00	LF	3.50	2,702.00	-	-	-	-	0%	2,702.00
11	CONSTRUCT 10x6" SADDLE BRANCH	20.00	EA	160.00	3,200.00	19.00	3,040.00	-	3,040.00	95%	160.00
12	CONSTRUCT 10"DIA. STUB-OUT & CAP	2.00	EA	665.00	1,330.00	1.00	665.00	118.00	783.00	59%	547.00
13	CONSTRUCT 8"DIA. STUB-OUT & CAP	2.00	EA	545.00	1,090.00	-	-	72.00	72.00	7%	1,018.00
14	CONSTRUCT 8"DIA. D.I.P. WATER MAIN	108.00	LF	67.00	7,236.00	-	-	7,016.40	7,016.40	97%	219.60
15	CONSTRUCT 6"DIA. D.I.P. WATER MAIN	1,042.00	LF	50.00	52,100.00	-	-	28,090.00	28,090.00	54%	24,010.00
16	INSTALL TRACER WIRE	1,150.00	LF	0.65	747.50	-	-	930.00	930.00	124%	(182.50)
17	UNCASED BORING FOR 8"DIA. WATER MAIN	30.00	LF	350.00	10,500.00	-	-	-	-	0%	10,500.00
18	UNCASED BORING FOR 6"DIA. WATER MAIN	30.00	LF	225.00	6,750.00	-	-	-	-	0%	6,750.00
19	CONNECT TO EXG. 12"DIA. WATER MAIN	3.00	EA	2,000.00	6,000.00	-	-	1,680.00	1,680.00	28%	4,320.00
20	INSTALL 12x8"DIA. MJ TEE & BLOCK	1.00	EA	970.00	970.00	-	-	420.00	420.00	43%	550.00
21	INSTALL 12x6"DIA. MJ TEE & BLOCK	2.00	EA	880.00	1,760.00	-	-	744.00	744.00	42%	1,016.00
22	INSTALL 12x6"DIA. MJ SWIVEL TEE & BLOCK	1.00	EA	870.00	870.00	-	-	396.00	396.00	46%	474.00
23	INSTALL 8x6"DIA. MJ TEE & BLOCK	1.00	EA	535.00	535.00	-	-	241.00	241.00	45%	294.00
24	INSTALL 6"DIA. MJ TEE & BLOCK	1.00	EA	435.00	435.00	-	-	202.00	202.00	46%	233.00
25	INSTALL 8"DIA. R.S. GATE VALVE W/ VALVE BOX	1.00	EA	2,550.00	2,550.00	-	-	1,722.00	1,722.00	68%	828.00
26	INSTALL 6"DIA. R.S. GATE VALVE W/ VALVE BOX	1.00	EA	1,700.00	1,700.00	-	-	-	-	0%	1,700.00
27	INSTALL 6"DIA. 45 DEG BEND & BLOCK	4.00	EA	270.00	1,080.00	-	-	480.00	480.00	44%	600.00
28	INSTALL 8"DIA. MJ CAP & BLOCK	1.00	EA	125.00	125.00	-	-	85.00	85.00	68%	40.00
29	INSTALL FIRE HYDRANT ASSEMBLY	2.00	EA	8,000.00	16,000.00	-	-	12,261.00	12,261.00	77%	3,739.00
30	CONSTRUCT 1"DIA. COPPER WATER SERVICE CORPORATION	21.00	LF	300.00	6,300.00	-	-	1,998.00	1,998.00	32%	4,302.00
31	INSTALL 1"DIA. WATER SERVICE CURB STOP AND BOX	21.00	EA	337.00	7,077.00	-	-	7,476.00	7,476.00	106%	(399.00)
32	CONSTRUCT 1"DIA. WATER SERVICE COPPER STUB - TYPE K	63.00	LF	18.00	1,134.00	-	-	-	-	0%	1,134.00
33	SURFACE RESTORATION	1.00	LS	5,000.00	5,000.00	-	-	-	-	0%	5,000.00
34	PERMANENT SEEDING	1.00	AC	4,100.00	4,100.00	-	-	-	-	0%	4,100.00
35	CONSTRUCT 18"DIA. RCP CLASS III STORM SEWER	402.00	LF	66.00	26,532.00	-	-	9,392.16	9,392.16	35%	17,139.84
36	CONSTRUCT 24"DIA. RCP CLASS III STORM SEWER	580.00	LF	85.00	49,300.00	-	-	8,573.44	8,573.44	17%	40,726.56
37	CONSTRUCT 24"DIA. RC FLARED END SECTION	2.00	EA	3,450.00	6,900.00	-	-	-	-	0%	6,900.00
38	CONSTRUCT AREA INLET - TYPE 1	1.00	EA	6,200.00	6,200.00	-	-	-	-	0%	6,200.00
39	CONSTRUCT 18"DIA. STORM SEWER PIPE PLUG	2.00	EA	1,000.00	2,000.00	-	-	-	-	0%	2,000.00
40	INSTALL TYPE 'C' RIP RAP W/ ENG. FABRIC	20.00	SY	210.00	4,200.00	-	-	-	-	0%	4,200.00

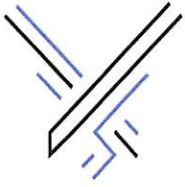
Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Valley	Owner's Project No.:	1
Engineer:	EAGLE ENGINEERING GROUP	Engineer's Project No.:	22-77
Contractor:	Vrba Construction Inc.	Contractor's Project No.:	1
Project:	Stillwater Phase 1 - Water Main, Sanitary Sewer, and Storm Sewer Improvements		
Contract:	Stillwater Phase 1 - Water Main, Sanitary Sewer, and Storm Sewer Imp Valley, NE		

Application No.: 2 Application Period: From 11/03/23 to 12/01/23 Application Date: 12/01/23

A Bid Item No.	B Description	C Contract Information				G Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)				
41	STAKING ALLOWANCE	1.00	ALW	7,300.00	7,300.00	1.00	7,300.00	-	7,300.00	100%	-
42	TESTING ALLOWANCE	1.00	ALW	5,100.00	5,100.00		-	-	-	0%	5,100.00
Original Contract Totals					\$ 585,186.50		\$ 218,754.50	\$ 92,355.91	\$ 311,110.40	53%	\$ 274,076.10



Eagle Engineering Group LLC

12100 West Center Road Suite 803
Omaha, NE 68144
Tel: 402-399-0227

INVOICE

INVOICE DATE: 12/5/2023
INVOICE NO: 2050
BILLING THROUGH: 12/1/2023

Christie Donnermeyer
City of Valley, Nebraska
203 North Spruce
Valley, NE 68064

22-77 - Valley NE Stillwater Sanitary Sewer, Storm Sewer and Water Main Improvements - PO #:100-10-11-5720-0900

Managed By: Gregory E Perry

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
22-77 - Construction Engineering - Contract Administration	\$4,760.00	55.00	\$2,618.00	\$1,428.00	\$1,190.00
22-77 - Construction Engineering - Project Representative	\$17,580.00	45.00	\$7,911.00	\$2,637.00	\$5,274.00
TOTAL	\$22,340.00		\$10,529.00	\$4,065.00	\$6,464.00

EXPENSES

EXPENSE	DESCRIPTION	AMOUNT
Meals:	Meals	\$125.73
Mileage:	IRS Mileage	\$260.07
Repro:	Reproduction, A&D Technical Supply	\$5.35
TOTAL EXPENSES		\$391.15
SUBTOTAL		\$6,855.15
AMOUNT DUE THIS INVOICE		\$6,855.15

This invoice is due on 1/4/2024

RESOLUTION NO. 2023 – 76

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

WHEREAS, on or about August 7, 2023, **Stillwater Lake, L.L.C.**, a Nebraska limited liability company and the **City of Valley, Nebraska** entered into an Irrevocable Letter of Credit Agreement wherein Stillwater Lake, L.L.C. and the City of Valley agree certain funds for Stillwater Lake L.L.C. – Phase 2 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 Hundred Ninety-one Thousand One Hundred Thirty-five and 88/100 dollars (\$191,135.88) is due to **Thompson Construction, Inc.** pursuant to Contractor's Application for Payment No. 2, as submitted by Eagle Engineering Group, Engineers for the City of Valley; and

WHEREAS, the sum of Fifteen Thousand Fifty-three and 99/100 dollars (\$15,053.99) is due to the **City of Valley**, as submitted by the attached invoice from Eagle Engineering Group, LLC, engineers for the City of Valley; and

WHEREAS, the City Engineer and the Deputy City Clerk have submitted a request to the City Council to authorize distribution of the above-described amounts; said requests are supported by invoices and backup documentation attached hereto.

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

1. United Republic Bank is hereby authorized and directed to disburse to **Thompson Construction, Inc.** the sum of One Hundred Ninety-one Thousand One Hundred Thirty-five and 88/100 dollars, (\$191,135.88) as payment due pursuant to Contractor's Application for Payment No. 2 dated December 4, 2023, for Stillwater Lake, Phase 2 – Water Main, Sanitary Sewer, and Storm Sewer improvements.
2. United Republic Bank is hereby authorized and directed to disburse to the **City of Valley** the sum of Fifteen Thousand Fifty-three and 99/100 dollars (\$15,053.99) as payment due for Stillwater, L.L.C. Lake Phase 2/engineer fees.

PASSED AND APPROVED THIS 12th DAY OF DECEMBER 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:

Christie Donnermeyer Deputy City Clerk

Contractor's Application for Payment

Owner: <u>City of Valley</u>	Owner's Project No.: <u>n/a</u>
Engineer: <u>EAGLE ENGINEERING GROUP</u>	Engineer's Project No.: <u>23-38</u>
Contractor: <u>Thompson Construction Inc.</u>	Contractor's Project No.: <u>n/a</u>
Project: <u>Stillwater Phase 2 - Water Main, Sanitary Sewer, Storm Sewer, Improvements</u>	
Contract: <u>Stillwater Phase 2 - Water Main, Sanitary Sewer, Storm Sewer, Improvements, Valley</u>	
Application No.: <u>2</u>	Application Date: <u>12/4/2023</u>
Application Period: From <u>11/3/2023</u> to <u>12/1/2023</u>	

1. Original Contract Price	\$ 378,881.00
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 378,881.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 263,382.99
5. Retainage	
a. <u>10%</u> X \$ <u>199,132.50</u> Work Completed	\$ 19,913.25
b. <u>10%</u> X \$ <u>64,250.50</u> Stored Materials	\$ 6,425.05
c. Total Retainage (Line 5.a + Line 5.b)	\$ 26,338.30
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 237,044.69
7. Less previous payments (Line 6 from prior application)	\$ 45,908.81
8. Amount due this application	\$ 191,135.88
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 115,498.01

Contractor's Certification

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

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

Contractor: Thompson Construction Inc.

Signature: _____ **Date:** 12/4/2023

Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: <u>Project Manager</u>	Title: <u>Mayor</u>
Date: _____	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

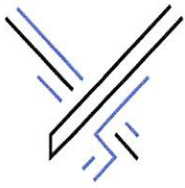
Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Valley	Owner's Project No.:	n/a
Engineer:	EAGLE ENGINEERING GROUP	Engineer's Project No.:	23-38
Contractor:	Thompson Construction Inc.	Contractor's Project No.:	n/a
Project:	Stillwater Phase 2 - Water Main, Sanitary Sewer, Storm Sewer, Improvements		
Contract:	Stillwater Phase 2 - Water Main, Sanitary Sewer, Storm Sewer, Improvements, Valley		

Application No.: 2 Application Period: From 11/03/23 to 12/01/23 Application Date: 12/04/23

A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
1	Site Preparation / Mobilization	1.00	LS	8,000.00	8,000.00	1.00	8,000.00	-	8,000.00	100%	-
2	Construct 8"Dia. D.I.P. CL 350 Water Main	1,142.00	LF	70.00	79,940.00		-	35,527.32	35,527.32	44%	44,412.68
3	Install Tracer Wire	1,142.00	LF	0.50	571.00		-	230.00	230.00	40%	341.00
4	Connect to Exg. 8"Dia. Water Main	1.00	EA	850.00	850.00		-	192.00	192.00	23%	658.00
5	Install 8"Dia. MJ 45 Deg Bend & Block	6.00	EA	800.00	4,800.00		-	1,871.00	1,871.00	39%	2,929.00
6	Install 8x6"Dia. MJ Tee & Block	1.00	EA	850.00	850.00		-	244.00	244.00	29%	606.00
7	Install 8x6"Dia. MJ Swivel Tee & Block	3.00	EA	800.00	2,400.00		-	1,016.00	1,016.00	42%	1,384.00
8	Install 6"Dia. MJ Swivel Tee & Block	1.00	EA	700.00	700.00		-	-	-	0%	700.00
9	Install Fire Hydrant Assembly	4.00	EA	7,500.00	30,000.00		-	18,920.00	18,920.00	63%	11,080.00
10	Install 8"Dia. Cap & Block	1.00	EA	400.00	400.00		-	90.00	90.00	23%	310.00
11	Install 6"Dia. Cap & Block	1.00	EA	325.00	325.00		-	61.00	61.00	19%	264.00
12	Install 8"Dia. R.S. Gate Valve W/ Valve Box	2.00	EA	2,500.00	5,000.00		-	3,232.00	3,232.00	65%	1,768.00
13	Construction Staking	1.00	ALW	8,800.00	8,800.00	0.50	4,400.00	-	4,400.00	50%	4,400.00
14	Trench Compaction Testing	1.00	ALW	5,500.00	5,500.00		-	-	-	0%	5,500.00
15	Connect to Exg. Sanitary Manhole	1.00	EA	750.00	750.00	1.00	750.00	-	750.00	100%	-
16	Construct 10"Dia. PVC SDR 35 Sanitary Sewer	1,038.00	LF	70.00	72,660.00	1,038.00	72,660.00	-	72,660.00	100%	-
17	Construct 8"Dia. PVC SDR 35 Sanitary Sewer	193.00	LF	65.00	12,545.00	115.00	7,475.00	332.69	7,807.69	62%	4,737.31
18	Construct 6"Dia. PVC SDR 26 Sanitary Sewer	957.00	LF	60.00	57,420.00	734.00	44,040.00	1,706.54	45,746.54	80%	11,673.46
19	Construct 54"ID Sanitary Manhole Incl. Liner/Coating	32.00	VF	1,550.00	49,600.00	30.75	47,662.50	827.94	48,490.44	98%	1,109.56
20	Perform CCTV Pipeline Inspection	1,225.00	LF	2.00	2,450.00		-	-	-	0%	2,450.00
21	Dewatering - Sanitary Sewer	1,225.00	LF	1.00	1,225.00		-	-	-	0%	1,225.00
22	Construct 10x6"Dia. Wye Branch	26.00	EA	520.00	13,520.00	26.00	13,520.00	-	13,520.00	100%	-
23	Construct 8"Dia. Stub-Out and Cap	1.00	EA	225.00	225.00	1.00	225.00	-	225.00	100%	-
24	Construct 10"Dia. Stub-Out and Cap	1.00	EA	400.00	400.00	1.00	400.00	-	400.00	100%	-
25	Construct 18"Dia. RCP Class III Storm Sewer	210.00	LF	75.00	15,750.00		-	-	-	0%	15,750.00
26	Construct 18"Dia. RC Flared End Section (w/ Grate)	1.00	EA	3,500.00	3,500.00		-	-	-	0%	3,500.00
27	Install Type 'C' Rip Rap W/ Eng. Fabric	5.00	TON	140.00	700.00		-	-	-	0%	700.00
Original Contract Totals					\$ 378,881.00		\$ 199,132.50	\$ 64,250.50	\$ 263,382.99	70%	\$ 115,498.01



Eagle Engineering Group LLC

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Christie Donnermeyer
City of Valley, Nebraska
203 North Spruce
Valley, NE 68064

INVOICE

INVOICE DATE: 12/5/2023
INVOICE NO: 2049
BILLING THROUGH: 12/1/2023

23-38 - Valley NE Stillwater Phase 2 Sanitary Sewer, Storm Sewer and Water Main Improvements

Managed By: Gregory E Perry

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
23-38 - Project Bidding	\$1,930.00	100.00	\$1,930.00	\$1,930.00	\$0.00
23-38 - Construction Engineering - Contract Administration	\$6,080.00	65.00	\$3,952.00	\$1,216.00	\$2,736.00
23-38 - Construction Engineering - Project Representative	\$21,635.00	55.00	\$11,899.25	\$0.00	\$11,899.25
TOTAL	\$29,645.00		\$17,781.25	\$3,146.00	\$14,635.25

EXPENSES

EXPENSE	DESCRIPTION	AMOUNT
Mileage:	IRS Mileage	\$212.91
Repro:	Reproduction, A&D Technical Supply	\$205.83
TOTAL EXPENSES		\$418.74
SUBTOTAL		\$15,053.99
AMOUNT DUE THIS INVOICE		\$15,053.99

This invoice is due on 1/4/2024