

AGENDA
VALLEY CITY COUNCIL
Tuesday, March 12, 2024
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 February/March Payroll \$105,825.39
IRA \$11,912.17

7.E. Accept February Keno Receipts \$10,762.98

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 February Cemetery Board Minutes
- 7.H. Accept February Library Statistics
- 7.I. Accept February 2024 Planning Commission Minutes
- 7.J. Approve appointment of Kyle Anderson to the Planning Commission.
- 7.K. Approve reappointment of Steve Goldapp to the Board of Adjustments.
8. **Valley Community Historical Society - Dave Williams - use of Park property.**
9. **Cornhusker State Games - Triathlon - Eric Moser - present intentions for event**
10. **Resolution No. 2024-15 - Creative Planning - Audit Preparation and Bank Reconciliation.**
11. **Resolution No. 2024-16 - JEO Consulting Group, Inc. - Valley Municipal Building Engagement Support Agreement.**
12. **Resolution No. 2024-17 - American Legal Publishing - Costs proposal Valley, Nebraska convert, host and supplement for zoning codes.**
13. **Ordinance No. 806 - amendments to overlay district design standards; exceptions to commercial design standards for accessory structures; provide storage of utility trailers; and provide the addition and definition of a micro-distillery**
- **Review**
 - **Open Public Hearing**
 - **Close Public Hearing**
 - **Ordinance No. 806**
14. **Conditional Use Permit - Sam and Emily Wageman - for a school at 28909 Garvin Road**
- **Review of Request**
 - **Open Public Hearing**
 - **Close Public Hearing**
 - **Motion/Resolution No. 2024-22**
15. **PeopleService - update**
16. **Olmsted & Perry - Water Improvement Projects**

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16.A. Filter Media Replacement Project

16.A.1. Council consideration and action to approve Change Order No. 3 in the amount of \$1,525.00 for welding repairs on the control column.

16.A.2. **Resolution No. 2024-18** - Council consideration and action to approve Application for Payment No. 5 in the amount of \$17,458.41 from Neuvirth Construction.

16.A.3. Close out of project. Council consideration and action to accept Certificate of Substantial Completion, Affidavit of Payment of Debts and Claims, and Consent of Surety Company to Final Payment.

16.B. Backwash Waste Recovery Project

16.B.1. **Resolution No. 2024-19** - Council consideration and action to approve Application for Payment No. 6 in the amount of \$265,721.26 from Neuvirth Construction

16.C. Progress Report on Remaining Projects

17. **City Engineer**

17.A. Ginger Cove Lift Station No. 3 Upgrades

17.A.1. **Resolution No. 2024-20** - Council consideration and action to approve Contractor's Application for Payment No. 2 in the amount of \$25,904.70

17.B. Stillwater Phase 2 - Water Main, Sanitary Sewer, and Street Paving Improvements - Thompson Construction Inc.

17.B.1. Council consideration and action to approve Change Order No. 1 (final) for a decrease in the amount of \$14,979.50

17.B.2. **Resolution No. 2024-21** - Council consideration and action to approve Contractor's Application for Payment No. 4 in the amount of \$25,741.91

17.C. FY24 Concrete Street Repairs

17.C.1. Authorization to advertise for bids

17.D. Other/Miscellaneous

17.D.1. Val-haven (Southwest No. 2) and Ginger Woods No. 2 Lift Station improvements

18. **City Attorney**

19. **Mayor's Report**

20. **Upcoming Items**

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- Planning Commission: March 19 at 4:30 p.m.
- Valley Days Planning Meeting: March 19 at 6:00 p.m.

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**NOTICE OF MEETING
CITY OF VALLEY**
Tuesday, March 12, 2024, at 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, March 12, 2024, at 7:00 p.m.** at Valley City Hall.

Public Hearings will be held for the purpose of hearing testimony on the following:

1. Zoning Ordinance Amendments:
 - A. Amend Zoning Ordinances relating to overlay district design standards;
 - B. Amend Zoning Ordinances to provide for exceptions to commercial design standards for accessory structures;
 - C. Amend Zoning Ordinances relating to the storage of utility trailers; and
 - D. Amend Zoning Ordinances to provide for the addition and definition of a micro-distillery.
2. Conditional use permit for school at 28909 Garvin Road

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

Christie Donnermeyer, City Clerk

3/4

ZNEZ

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

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

} ss.

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

3/4/24

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

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

Publisher's Fee \$31.33

Jason W Huff

Additional Copies \$ _____

Subscribed in my presence and sworn to before me this MARCH 04 2024

Filing Fee \$ _____

Total \$31.33

Nicole M Palmer

Notary Public in and for Douglas County, State of Nebraska

THE GREAT SEAL
OF THE
NATIONAL BUREAU OF INVESTIGATION

UNITED STATES OF AMERICA
DEPARTMENT OF JUSTICE
NATIONAL BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535

TO: DIRECTOR, FBI (100-441100) FROM: SAC, NEW YORK (100-100000) (P)
SUBJECT: [Illegible]

RE: [Illegible]

RECEIVED
FBI
[Illegible]

[Illegible text and signatures]

MINUTES
REGULAR MEETING
February 13, 2024

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, and Ueckert. Absent: council member Batcher. Also present: City Attorney Andrea Griffin, Clerk Christie Donnermeyer.

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 The Proof of Publication was on the council desk.

5. Visitors/Correspondence None.

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

7. Consent Agenda Council member TenEyck moved to approve the consent agenda. Lewis seconded. TenEyck, Lewis, and Ueckert voted YES. NO; no one, ABSENT: council member Batcher. Motion carried. Items on the consent agenda were to accept minutes from January 9, 2024; Treasurer's Report, January/February Payroll \$141,183.62 & IRA \$7,447.23; Keno Receipts \$12,029.34; PeopleService Report, November Library Board Minutes; January Library Statistics; Tree Board Minutes from February 5, 2024; YMCA Special Designated License for March 22, 2024; Reappointment of Larry Bottger to the Planning Commission; Appointment of Danielle Lowry to the Planning Commission; and the following bills: **Services/Utilities/Insurance/Memberships:** AFLAC 805.92, Amazon Business 365.02; Black Hills 2984.12; Cintas 166.66; Cox 525.24; Datashield 45.00; Douglas County Env 150.00; Douglas County Treas 1755.33; Eagle Engineering 140854.34; Farnham & Griffin 10490.12; Filament 2800.00; FiveNines 3577.00; International Inst. Of Muni Clerks 185.00; LARM 1329.76; Matzen Cleaning 1055.00; Midwest Alarm 131.50; Municipal Code Services 400.00; Mutual of Omaha 2694.90; Neb. Code Officials 225.00; Neb Dept of Environ 40.00; Neuvirth 17912.15; Olmsted & Perry 4445.41; Onyx Blasting 19728.60; OPPD 15503.53; Patterson D 3644.00; PeopleService 33503.00; Powertech 1550.00; Retirement Plan Consult 3550.00; The Daily Record 292.99; Verizon 423.11; YMCA 80.00; **Supplies/Equipment:** Ace Hardware Fremont 121.00; Ace Hardware Valley 270.63; Autographix Inc 1257.25; Baker & Taylor 2180.58; Blizzard Boys 662.00; Bound to Say Bound 746.77; Cappel Auto Supply 790.08; Code 1 Supply 208.34; Core & Main 941.00; Cornhusker State Ind. 1558.00; Dick's Valley Market 10.85; Eakes 523.17; Everett's 910.98; First Nebraska 2295.66; Fleet Charge 877.09; Fremont Dept of Utilities 34201.27; Galls 33.95; Great Plains Comm 911.92; Host Coffee 165.43; JD's Care Wash 85.85; Larson Inter 55.87; Love's 907.35; Menards – Fremont 349.08; Midwest Service 120.00; Midwest Tape 32.22; NMC Omaha 8597.47; Odeys 3817.25; Rob's Oil 3893.35; Trekk

Design 5322.00; USA Bluebook 2410.71; Valley Ace Hardware 174.80; Vector Specialty 4531.84; Vierregger Elec 400.00; Wast Connections 125.84; Widhelm J 7750.00; Woodhouse 1649.53; **Bond/TIF Payments:** FNB/bond 5962.50; FNB/bond 5962.50, **Reimburse/Refund:** Art of a Craftsman 8508.18; Deemer, J 700.00; Dohrman, K 700.00; Hempel M 700.00; Ideal Designs 1000.00; Jones, M 700.00; L Peterson Const 1000.00; Meadow Lark 500.00; Willmann, G 700.00

8. Wendy Deane – 207 N. Spruce Street - Ms. Deane summarized her concerns related to the dissemination of information to the public regarding city projects; water tower project and brown water; vacant buildings and homes within the City.

9. Cole Williby – 422 Mayne Street – Ms. Williby summarized her concerns related to brown water, water tower update, communication between City Hall and citizens regarding projects, and remonstrance petition.

10. Resolution No. 2024-14 – Adopt-A-Road Program. Adoption of Adopt-A-Road Program to be funded with KENO Funds. Council member Lewis introduced, read, and moved for passage of Resolution No. 2024-14 adopting the program and use of KENO funds for supplies. TenEyck seconded. Lewis, TenEyck, and Ueckert, voted YES: NO: no one. ABSENT: council member Batcher. Motion carried. A true, correct, and complete copy of said Resolution is on file at City Hall.

11. Clarification of January 9, 2024, City Council Agenda Item No. 12: Municipal Building Upgrade/Expansion - City Attorney Andrea Griffin noted that the Minutes of the January 9, 2024, City Council show the Council voted to move forward with the next steps of building a new Municipal Building. Ms. Griffin noted that no final decisions have been made or council action taken as to construction plans or funding options, all of which remain subject to council consideration. The City will continue to comply with all applicable statutes and the Valley Municipal Code.

12. Resolution No. 2024-01 – Fremont Wastewater Agreement - Council member TenEyck introduced, read, and moved for passage of Resolution No. 2024-01 approving the Fremont Wastewater Agreement. Lewis seconded. Lewis, TenEyck, and Ueckert voted YES: NO: no one. ABSENT: council member Batcher. Motion carried. A true, correct, and complete copy of said Resolution is on file at City Hall.

13. Resolution No. 2024-07 – Appointment of interim City Administrator- Council member Ueckert introduced, read, and moved for passage of Resolution No. 2024-07 approving the appointment of an interim City Administrator and approving the Agreement for the interim City Administrator. TenEyck seconded. Lewis, TenEyck, and Ueckert voted YES: NO: no one. ABSENT: council member Batcher. Motion carried. A true, correct, and complete copy of said Resolution is on file at City Hall.

14. 215 N. Spruce Str., LLC d/b/a Simply Delicious Restaurant – hearing on protests filed against automatic renewal of liquor license. The Mayor reviewed the circumstances surrounding the requirement for the hearing.

Mayor Grove opened the public hearing.

Wendy Deane – 207 N. Spruce Street addressed the council regarding the concerns brought by the protests, the actions taken to correct same, and that since the 2022 infraction, there have not been any further issues. Wendy also stated Simply Delicious will be permanently closing on February 25, 2024.

Cole Williby – 422 Mayne Street spoke against the automatic renewal citing concerns regarding underage drinking.

Tyler Curtis – 223 E. Gardiner – spoke in support of Wendy Deane and Simply Delicious. Mr. Curtis felt the protests and hearing were a waste of City Council time.

Mayor Grove closed the public hearing.

Resolution No. 2024-08 – Decision of Council on automatic renewal of the liquor license for 215 N. Spruce St., LLC d/b/a Simply Delicious - Council member TenEyck introduced, read, and moved for passage of Resolution No. 2024-08 containing the council’s decision of finding no merit to the protests of the automatic renewal. Ueckert seconded. Lewis, TenEyck, and Ueckert voted YES: NO: no one. ABSENT: council member Batcher. Motion carried. A true, correct, and complete copy of said Resolution is on file at City Hall.

15. Ordinance No. 807 – Water Rates. Council member Lewis introduced Ordinance No. 807 entitled: AN ORDINANCE REPEALING SECTION 6-208 OF THE VALLEY MUNICIPAL CODE. AN ORDINANCE ADOPTING REVISED SECTION 6-208, INCLUDING SETTING NEW WATER USAGE RATES SERVICES FOR CUSTOMERS OF THE CITY WATER DEPARTMENT BOTH INSIDE AND OUTSIDE THE CITY LIMITS; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH and moved that the statutory rule requiring reading on three different days be suspended. Council member TenEyck seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: Lewis, TenEyck, and Ueckert. NO: no one. ABSENT: council member Batcher. The motion to suspend the rules was adopted and the statutory rule was declared suspended for the consideration of said Ordinance.

Said Ordinance was then read by title and thereafter council member Lewis moved for final passage of the Ordinance which motion was seconded by council member TenEyck. The Mayor then stated the question “Shall Ordinance No. 807 be passed and adopted.” Upon electronic vote, the following council members voted YES: Lewis, TenEyck, and Ueckert. NO: no one. ABSENT: council member Batcher. 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.

16. Ordinance No. 808 – Sewer Rates. Council member TenEyck introduced Ordinance No. 808 entitled: AN ORDINANCE REPEALING SECTION 6-312 OF THE VALLEY MUNICIPAL CODE. AN ORDINANCE ADOPTING REVISED SECTION 6-312, INCLUDING SETTING NEW RATES FOR THE USE OF SEWER SERVICES FOR CUSTOMERS OF THE MUNICIPAL SEWER DEPARTMENT BOTH INSIDE AND OUTSIDE THE CITY LIMITS; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH and moved that the statutory rule requiring reading on three different days be suspended. Council member Lewis seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: Lewis, TenEyck, and Ueckert. NO: no one. ABSENT: council member Batcher. The motion to suspend the rules was adopted and the statutory rule was declared suspended for the consideration of said Ordinance.

Said Ordinance was then read by title and thereafter council member Ueckert moved for final passage of the Ordinance which motion was seconded by council member Lewis. The Mayor then stated the question “Shall Ordinance No. 808 be passed and adopted.” Upon electronic vote, the following council members voted YES: Lewis, TenEyck, and Ueckert. NO: no one. ABSENT: council member Batcher. 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.

17. 2024 Fireworks Applications -

17.A. – American Legion Post #58 – Council member TenEyck introduced, read, and moved for passage of Resolution No. 2024-09 approving the application for a permit to sell fireworks submitted by the American Legion Post #58. Lewis seconded. Lewis, TenEyck, and Ueckert voted YES: NO: no one. ABSENT: council member Batcher. Motion carried. A true, correct, and complete copy of said Resolution is on file at City Hall.

Mayor Grove asked Andrea Griffin, City Attorney, to preside over the application of the Valley Days Foundation due to her affiliation with the foundation. City Attorney, Andrea Griffin, stated that the next agenda item was approval of the application for a permit to sell fireworks submitted by the Valley Days Foundation.

17.B – Valley Days Foundation – Council member Lewis introduced, read, and moved for passage of Resolution No. 2024-10 approving the application for a permit to sell fireworks submitted by the Valley Days Foundation. TenEyck seconded. Lewis, TenEyck, and Ueckert voted YES: NO: no one. ABSENT: council member Batcher. Motion carried. A true, correct, and complete copy of said Resolution is on file at City Hall.

18. PeopleService – Mike Adair gave updates on the following water projects: frozen lift stations, ice pigging to begin mid to late summer once anticipated planning is completed and will begin flushing hydrants next month.

19. 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 TenEyck introduced, read, and moved for passage of Resolution No. 2024-11 authorizing the payment of \$19,728.60 to Onyx Blasting & Coating, LLC for the water tower repair and repainting. Ueckert seconded. Lewis, TenEyck and Ueckert voted YES: NO: no one. ABSENT: council member Batcher. Motion carried. A true, correct, and complete copy of said Resolution is on file at City Hall.

Council member Lewis introduced, read, and moved for passage of Resolution No. 2024-12 authorizing the payment of \$17,912.15 to Neuvirth Construction, Inc. for the filter media replacement. TenEyck seconded. Lewis, TenEyck and Ueckert voted YES: NO: no one. ABSENT: council member Batcher. Motion carried. A true, correct, and complete copy of said Resolution is on file at City Hall.

20. City Engineer Greg Perry reviewed ongoing projects.

Council member TenEyck introduced, read, and moved for passage of Resolution No. 2024-13 authorizing United Republic Bank to disburse to Vrba Construction Inc. the amount of \$21,516.25 for water main, sanitary sewer, and storm sewer improvements and to the City of Valley in the amount of \$2,090.18. Ueckert seconded. TenEyck, Lewis and Ueckert voted YES: NO: no one. ABSENT: council member Batcher. Motion carried. A true, correct, and complete copy of said Resolution is on file at City Hall.

Updates were given on the following projects: Maple Road and 270th Street HMA Overlay and Ginger Woods HMA Base Widening and Overlay. Council member Lewis moved to award the contract for the Maple Road and 270th Street HMA Overlay and Ginger Woods HMA Base Widening and Overlay to Western Engineering Co. TenEyck seconded. TenEyck, Lewis, and Ueckert voted YES. NO: no one. ABSENT: council member Batcher. Motion carried.

Further updates were given on the following projects: Ginger Cove lift station number 3 upgrades; Val-haven and Ginger Woods number 2 lift station improvements; Ginger Cove Bridge inspection and repair and Valley Lakes Business Park.

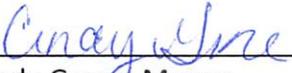
21. City Attorney Andrea Griffin reviewed ongoing projects.

22. Mayor's Report Mayor Grove reported on the following: interviewing for a part time Deputy Clerk, progress on entry reconciliations, phase 1 of the park to start mid-August, evaluations have begun of the current playground equipment by the engineers of the park project and the City's

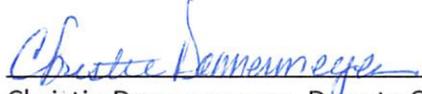
insurance company, working with the family regarding the memorial playground equipment, and corresponding with utility customers regarding sewer rates and consumption amounts.

23. **Upcoming Items** Planning Commission: February 20, 2024; Valley Days Planning meeting February 20, 2024; and 2024 League of NE Municipalities Midwinter Conference February 26 and 27, 2024.

The meeting was adjourned at 9:03 p.m.



Cindy Grove, Mayor



Christie Donnermeyer, Deputy City Clerk

City of Valley Treasurer's Report February 2024								
		Cash			Cash			
General - Fund 1	Dept	Balance 1/31/2024	Net Income or (Loss)	Fund 3 Withholdings	Balance 2/29/2024	Outstanding Checks	Balance 2/29/2024	Investments 2/29/2024
		\$1,169,776.58	(\$50,860.91)		1,138,280.16	(\$23,349.10)	\$1,114,931.06	\$14,499.79
Pines Assessments		\$293,436.87	\$606.17				\$294,043.04	
Bond - Fund 2	021	\$121,075.42	\$11,855.77				\$132,931.19	
C D A	001	\$48,606.29	\$77.24				\$48,683.53	
		\$1,632,895.16	(\$38,321.73)	\$0.00	\$0.00		\$1,590,588.82	
City of Valley Pooled Cash Proprietary Funds								
		Cash			Cash			
Funds	Dept	Balance 12/31/2023	Net Income or (Loss)	Fund 3 Withholdings	Interfund Transfers		Balance 2/29/2024	Investments 2/29/2024
Water/Waste - Fund	024	\$2,009,427.91	\$848,332.48				\$2,857,760.39	\$9,602.00
Cap. Facility Chg.	024	\$1,952,926.56	\$11,243.50				\$1,964,170.06	
		\$3,962,354.47		\$0.00	\$0.00		\$4,821,930.45	
		Cash			Cash			
	Dept	Balance 12/31/2023	Net Income or (Loss)	Fund 3 Withholdings	Interfund Transfers		Balance 2/29/2024	
Fund 4								
Nursing Home	050	\$869,022.44	\$13,403.57				\$882,426.01	
Fund 8								
Keno	056	\$274,830.56	\$12,744.13				\$287,574.69	
Fund 10								
Sales Tax	058	\$4,038,245.73	\$154,945.51				\$4,193,191.24	
ARPA								
		\$313,318.02	\$647.24				\$313,965.26	
		\$5,495,416.75	\$181,740.45	\$0.00	\$0.00		\$5,677,157.20	
Total All Funds		\$11,090,666.38	\$143,418.72	\$0.00		\$0.00	\$12,089,676.47	\$24,101.79

**City of Valley
Bills**

	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
1318 MENARDS - ELKHORN			
2/20/2024	89980	COMM. BETTERMENT PROJECT ADOPT A ROAD	119.92
Total 1318 MENARDS - ELKHORN			119.92
0318 IOWA PUMP WORKS			
2/20/2024	INV023555	PUMP FOR THE WOODS LIFT STATION	8,175.69
Total 0318 IOWA PUMP WORKS			8,175.69
0324 Vierregger Electric Co.			
2/13/2024	10821	REPLACING SCHOOL CROSSING CONTROLLER	1,120.00
Total 0324 Vierregger Electric Co.			1,120.00
0358 United Seeds Inc			
3/04/2024	24-21009-OP	SUPER TURF MIXTURE, RYEGRASS BLEND	1,615.00
Total 0358 United Seeds Inc			1,615.00
0557 Galls			
2/05/2024	27005396	CITY OF VALLEY POLICE SHIELD PATCHES	407.99
Total 0557 Galls			407.99
1000112 BOUND TO STAY BOUND			
2/02/2024	215895	BOOKS	110.67
Total 1000112 BOUND TO STAY BOUND			110.67

1000144 RETIREMENT PLAN CONSULTANTS LLC				
	2/23/2024		IRA contribution payroll 02/23/2024	5,771.33
	3/08/2024		IRA contribution payroll 03/08/2024	6,140.84
Total 1000144 RETIREMENT PLAN CONSULTANTS LLC				11,912.17
1000156 Creative Planning				
	2/26/2024	1219969	PROGRESS BILLING CLEAN UP AGREEMENT	10,837.50
Total 1000156 Creative Planning				10,837.50
1000157 NEBRASKA DEPARTMENT OF REVENUE - CHARITABLE GAMING DIVISION				
	3/04/2024	109414	KENO RENEWAL LOTTERY LICENSE 2024-2026	100.00
Total 1000157 NEBRASKA DEPARTMENT OF REVENUE - CHARITABLE GAMING DIVISION				100.00
1000158 GILLOON, TIM				
	2/15/2024	902	oxygen science & bubble show library	260.00
Total 1000158 GILLOON, TIM				260.00
1003 Donnermeyer, Christie				
	2/25/2024		MILEAGE & PARKING	87.36
Total 1003 Donnermeyer, Christie				87.36
1015 PTAK, DAVID H				
	2/21/2024		OFFICE CHAIR REIMBURSMENT	169.99
Total 1015 PTAK, DAVID H				169.99
103 ACCUFUND				
	1/12/2024	20240517	7-USERS, BUDGET MANAGMENT, UTILITY BILLING	1,660.26
Total 103 ACCUFUND				1,660.26

11190 Eakes Office Solutions			
2/01/2024	8876423-0	FACIAL TISSUE, LTR PAPER, DRIVES, USB	241.57
2/01/2024	INV525187	LIBRARY CONTRACT BILLING CHARGE	86.66
2/07/2024	INV527207	CONTRACT BILLING CHARGE	372.76
Total 11190 Eakes Office Solutions			700.99
1170003 DICKS VALLEY MARKET			
3/01/2024	461623	BUNS	19.50
Total 1170003 DICKS VALLEY MARKET			19.50
1203 CAPPEL AUTO SUPPLY			
2/01/2024	166536	PANEL FILTER OIL	128.96
2/02/2024	166600	METR PG TAP	14.49
2/07/2024	166715	1 4DR T-20 ST BITSKT	7.64
2/14/2024	166859	HOSE CLAMP	37.45
2/19/2024	166987	VEHICLES & EQUIPMENT POLICE BLDG INSPECTOR AIR FILTERS & FLUID FILTERS	1,087.37
2/21/2024	167029	SPARK PLUG	4.99
2/27/2024	167214	PANEL FILTER NAPA BAR CHN OIL	41.30
Total 1203 CAPPEL AUTO SUPPLY			1,322.20
12100 Eagle Engineering Group LLC			
3/06/2024	2134	GENERAL-1,006.25 GENERAL WATER-43.75 GENERAL STREETS- 1,093.75 BLDG&ZONING- 831.25 PLANNING COMM- 43.75 GENERAL ENGINEERING- 446.19 WASTEWATER AGREEMENT 131.25	3,596.19
3/06/2024	2132	WATER TREATMENT PLANT EXPANSION-124,931.22	124,931.22
3/06/2024	2129	GINGER COVE LIFT STATION UPGRADES- 1,819.00 MILEAGE-83.08	1,902.08

	3/06/2024	2130	GENERAL ENGINEERING SERVICES VALLEY LANDING (PESEK) AND MILEAGE	728.14
	3/06/2024	2131	STILLWATER PHASE 2 STORM SEWER & WATER MAIN & MILEAGE	3,884.78
	3/06/2024	2133	FY24 CONCRETE ST REPAIRS & MILEAGE	9,187.21
Total 12100 Eagle Engineering Group LLC				144,229.62
1216 Lien Termite & Pest Control				
	2/09/2024	420534	PEST CONTROL	92.00
Total 1216 Lien Termite & Pest Control				92.00
1335 LARM				
	2/29/2024	109738	WATER TOWER/PLANT INS	3,596.14
Total 1335 LARM				3,596.14
14067 Morgan White Group				
	2/15/2024	1029763	MWG Monthly premium	1,302.26
Total 14067 Morgan White Group				1,302.26
1463 NE Child Support Payment Center				
	2/23/2024		Child support payment payroll 02/23/2024	498.46
	3/08/2024		Child support payment payroll 03/08/2024	498.46
Total 1463 NE Child Support Payment Center				996.92
1505 Olmsted & Perry Consulting Engineers Inc.				
	3/08/2024	02-24-03	WATER FUNDING 1,623.58,	1,623.58
	3/08/2024	08.23.42	FILTER MEDIA REPLACEMENT 839.45	839.45
	3/08/2024	08-23-45	BACKWASH WASTE RECOVERY SYSTEM 17,513.80	17,513.80
Total 1505 Olmsted & Perry Consulting Engineers Inc.				19,976.83

152 JOHN DEERE FINANCIAL			
2/28/2024		2020 gator, 2017 jd 1575 mower, 2021 1575 mower, 6110 tractor	2,153.40
Total 152 JOHN DEERE FINANCIAL			2,153.40
15335 Douglas County Environmental			
3/01/2024	february 2024	electrical inspections, plan review, bldg inspection, comm plan review	3,216.00
Total 15335 Douglas County Environmental			3,216.00
164 Municipal Code Services			
2/26/2024	912	UPDATE WATER & SEWER RATES	200.00
Total 164 Municipal Code Services			200.00
1704 Ace Hardware #339C			
2/13/2024		SCREWDRIVER	6.99
2/23/2024		CARBURTOR	34.99
Total 1704 Ace Hardware #339C			41.98
186 First Nebraska Bank (Brainard)			
3/06/2024		BOND PAYMNT #116	5,962.50
Total 186 First Nebraska Bank (Brainard)			5,962.50
1932 AFLAC			
3/01/2024	993278	AFLAC	805.92
Total 1932 AFLAC			805.92
1937 JEO CONSULTING			

2/15/2024	148220	TOPOGRAPHIC SURVEY, DESIGN REVIEW, SWPPP & PERMITTING, BIDDING & NEGOTIATION AND CONSTRUCTION ADMIN	12,500.00
Total 1937 JEO CONSULTING			12,500.00
2 Nutrien Ag Solutions			
2/16/2024	53280337	TORDON	86.00
Total 2 Nutrien Ag Solutions			86.00
2019902 The Daily Record			
1/17/2024	159684	CASEY'S LIQUOR LICENSE	26.67
1/17/2024	159687	LOVE'S LIQUOR LICENSE	26.00
1/17/2024	159686	THE PINES COUNTRY CLUB LIQUOR LICENSE	26.00
1/17/2024	159685	SIMPLY DELICIOUS LIQUOR LICENSE	26.00
1/17/2024	159683	DICKS LIQUOR LICENSE	26.67
2/12/2024	160408	PLANNING COMM	28.00
2/20/2024	160666	ORDINANCE 808	32.00
2/20/2024	160665	ORDINANCE 807	31.33
3/07/2024	161202	council meeting	116.00
Total 2019902 The Daily Record			338.67
2020002 FIRST NEBRASKA BANK			
2/29/2024			4,472.48
Total 2020002 FIRST NEBRASKA BANK			4,472.48
203 FIRST STATE NEBRASKA BANK			
3/06/2024		BOND PAYMENT #116	5,962.50
Total 203 FIRST STATE NEBRASKA BANK			5,962.50
2058 GREAT PLAINS COMMUNICATIONS			
3/01/2024		INTERNET	932.58

Total 2058 GREAT PLAINS COMMUNICATIONS			932.58
207702 EVERETT'S AUTO REPAIR			
1/02/2024	38835	2016 FORD	3,265.50
1/23/2024	38892	09 FORD TIRE REPAIR	45.00
1/23/2024	38891	18 DODGE CHARGER REPLACE WATER PUMP, THERMOSTAT & BELT & IDLER PULLEY	700.40
3/04/2024	38975	16 FORD REPAIR WASHER PAIR	73.00
Total 207702 EVERETT'S AUTO REPAIR			4,083.90
2103 United States Postal Service Postmaster			
2/29/2024		march bills	461.40
3/01/2024		march water bill	122.96
Total 2103 United States Postal Service Postmaster			584.36
2147 MUTUAL OF OMAHA PAYMENT PROCESSING CENTER			
3/01/2024		insurance	3,014.90
Total 2147 MUTUAL OF OMAHA PAYMENT PROCESSING CENTER			3,014.90
2175001 YMCA OF GREATER OMAHA			
2/09/2024		FEBRUARY 2024	50.00
Total 2175001 YMCA OF GREATER OMAHA			50.00
21897 HC REMODEL			
1/04/2024	R-033-23	PERMIT REFUND 5430 N 279TH ST	500.00
Total 21897 HC REMODEL			500.00
220 Farnham & Griffin, P.C., L.L.O.			

	2/29/2024		ACCESS-264TH& MEIGS DEEMER COMPLAINT FREMONT WASTEWATER AGREEMENT VALLEY POLICE DEPT ELKHORN ATHLETIC ASSOC OFFICER DUNHAM GENERAL	5,495.00
Total 220 Farnham & Griffin, P.C., L.L.O.				5,495.00
2233 Verizon Wireless				
	2/29/2024	9955850801	CELL PHONES	423.11
Total 2233 Verizon Wireless				423.11
2420 SID DILLON				
	2/21/2024	1CCB112302 5	VOLT INSURANCE DEDUCTABLE PAYMENT AUTO BODY WORK	500.00
	2/22/2024	1CCS1151069	VOLT CHECK & RESET 4 WHEEL ALIGMENT	129.95
Total 2420 SID DILLON				629.95
26099 ANTHONY DAVID BUILDERS				
	5/03/2023	BU23-00222	VALUATION FEE PERMIT DEPOSIT REFUND	2,202.00
Total 26099 ANTHONY DAVID BUILDERS				2,202.00
2638 BLUECROSS BLUE SHIELD				
	2/20/2024	3780408	BCBS Monthly premium - EFT	11,891.98
Total 2638 BLUECROSS BLUE SHIELD				11,891.98
277930 Baker & Taylor				
	2/14/2023	2038101949	BOOKS	407.27
	5/09/2023	2037519682	books	551.78
	7/07/2023	2037651160	books	56.34
	7/14/2023	2037665025	books	752.30
	9/21/2023	2037806645	books	347.47
	9/29/2023	2037838373	BOOKS	69.02

	11/29/2023	2037963823	BOOKS	125.77
	12/06/2023	2037980857	BOOKS	859.90
	1/17/2024	2038047089-	FREIGHT SURCHARGE	1.69
	2/02/2024	2038080595	BOOKS	592.93
Total 277930 Baker & Taylor				3,764.47
28330 Core & Main				
	2/20/2024	T686314	WATER METERS (2")	937.98
Total 28330 Core & Main				937.98
28563 Evoqua Water Technologies LLC				
	2/14/2024	906324172	CHEMICALS ORDERED BY J. BEAM	15,550.50
Total 28563 Evoqua Water Technologies LLC				15,550.50
3065 OPPD				
	2/28/2024		PUBLIC POWER	17,552.25
Total 3065 OPPD				17,552.25
4308 GREAT PLAINS UNIFORMS				
	2/28/2024	30810-1	POLICE SAFETY VEST, SCROCH SIDE ZIP	175.00
Total 4308 GREAT PLAINS UNIFORMS				175.00
4443 Workplace Screening Intelligence LLC				
	12/08/2023	2024FMCSA-	DOT BUNDLE PKG PP-4	340.00
Total 4443 Workplace Screening Intelligence LLC				340.00
450 ELAN CITY				
	1/17/2024	20-3750	SOLAR PANEL, BATTERY PACK	3,100.00
Total 450 ELAN CITY				3,100.00

4518815 CONTINENTAL FIRE SPRINKLER CO				
	2/22/2024	305788	ANNUAL INSPECTION	185.00
Total 4518815 CONTINENTAL FIRE SPRINKLER CO				185.00
6040600 MAJESTIC HOMES				
	2/23/2024	134-422	PERMIT REFUND 6618 N 289TH ST	1,000.00
Total 6040600 MAJESTIC HOMES				1,000.00
619 Five Nines Technology Group INC				
	3/01/2024	103119	MARCH SERVICE AGREEMENT	3,594.86
	3/23/2024	50449	MARCH RENEWALS	567.00
Total 619 Five Nines Technology Group INC				4,161.86
635 Fremont Department of Utilities				
	3/07/2024		sewer charge	30,497.45
Total 635 Fremont Department of Utilities				30,497.45
650976 COX BUSINESS				
	3/07/2024		internet & tv	525.24
Total 650976 COX BUSINESS				525.24
679859 Waste Connections of Nebraska Inc				
	3/01/2024	6878457T054	LIBRARY, BALLFIELDS, CITYHALL GARBAGE PICKUP	279.06
Total 679859 Waste Connections of Nebraska Inc				279.06
700 XPRESS Bill Pay				
	2/02/2024	INV-	March Invoice	591.31
Total 700 XPRESS Bill Pay				591.31

715733 Midwest Tape LLC				
	2/09/2024	505029456	DVD	148.18
	2/16/2024	505065258	DVD	551.88
	2/16/2024	505065258		256.41
Total 715733 Midwest Tape LLC				956.47
7304 VALLEY ACE HARDWARE				
	2/16/2023	523	COUPL W/STOP, ELBOW COPPER, PIPE COPPER	58.53
	2/07/2024	501	CM EXT BAR, DW DRV GUIDE + BIT SET, DW T20 BIT	30.57
	2/08/2024	507	VALVE RELIEF	16.99
	2/08/2024	508	BATTERY RECHARG AAA	17.99
	2/21/2024	528	KEY BLANK MST PDLK	14.36
	2/23/2024	532	(SMALL ENGINE) FITS MS	15.99
	2/29/2024	539	CULTIVATOR WOOD ACE 4T	26.99
	6/02/2024	499	PEAR HEAD, CM SCKT'S BAGSTUFF	88.56
Total 7304 VALLEY ACE HARDWARE				269.98
732 Grainger				
	2/01/2024	9005822656	HAND DRUM PUMP, DRUM SLING, DISCHARGE HOSE	213.86
Total 732 Grainger				213.86
7966 Black Hills Energy				
	3/01/2024		FEB 2024 GAS 1/24/2024 - 2/23/2024`	1,667.76
Total 7966 Black Hills Energy				1,667.76
842568 LOVE'S TRAVEL STOPS & COUNTRY STORE				
	1/22/2023	6009054600	01/15/2024 - 01/12/2024 POLICE	381.75
	1/29/2023	6009131715	01/22/2024 - 01/28/2024 POLICE	410.19
	12/11/2023	6008655277	12/04/2023-12/10/2023 POLICE	400.52

12/18/2023	6008728388	12/11/2023 - 12/17/2023	POLICE	450.73
12/25/2023	6008792123	12/18/2023 - 12/24/2023	POLICE	402.70
1/01/2024	6008845024	12/25/2023 - 12/31/2023	POLICE	480.61
1/08/2024	6008908192	01/01/2024 - 01/07/2024	POLICE	354.15
1/15/2024	6008979072	01/08/2024 - 01/14/2024	POLICE	399.73
Total 842568 LOVE'S TRAVEL STOPS & COUNTRY STORE				3,280.38
8458 Datashield Corporation				
2/07/2024	130210	SHREDDING		45.00
Total 8458 Datashield Corporation				45.00
9444 Host Coffee Service				
2/14/2024	4491722	SUGAR, CREAMER & COFFEE		116.01
2/29/2024	4512727	WATER COOLER		28.89
Total 9444 Host Coffee Service				144.90
Total Bill / Invoice				359,478.79
Permit Refund				
4218000 MIDWEST DWELLINGS LLC				
2/21/2024	R-021-23	PERMIT REFUND 309 LILAC ST		1,000.00
Total 4218000 MIDWEST DWELLINGS LLC				1,000.00
Total Permit Refund				1,000.00
Total				360,598.71

MARCH

ADDITIONAL BILLS & EFTS

BAMBOO	359.93
USPS	461.40
USPS	122.96
M.S. WIEKHORST	3,180.00
BISHOP	983.25
JEO	9,400.00
JMN	17,050.00

Pay Group: Payroll Period

City of Valley

Gross Wages

Employee

Salary

\$4,125.00

Total: \$4,125.00

Net Pay

Uncollected

Collected

Net Check

\$0.00

Direct Deposit

\$3,809.42

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

\$59.83

Social Security

\$0.00

\$255.75

State (NE)

\$0.00

\$0.00

Employee Tax Total:

\$0.00

\$315.58

Employer Taxes

Uncollected

Collected

Medicare

\$0.00

\$59.83

NE-UI

\$0.00

\$12.81

Social Security

\$0.00

\$255.75

Employer Tax Total:

\$0.00

\$328.39

Uncollected

Collected

Checks To Print: \$0.00

Direct Deposits: \$3,809.42

Employee Taxes: \$0.00

Employee Taxes: \$315.58

Employer Taxes: \$0.00

Employer Taxes: \$328.39

Deductions: \$0.00

Deductions: \$0.00

Fees: \$181.25

Other Collections: \$0.00

Bank Transfer to BambooHR: \$4,634.64

Pay Group: Payroll Period

City of Valley

Gross Wages

Employee

Hourly	\$37,820.29
Salary	\$6,502.85
Cell Phone Reimbursement	\$184.70
K9	\$166.95
Other Taxable	\$3,156.00
Uniform	\$173.25
Total:	\$48,004.04

Net Pay

Net Check
Direct Deposit

Uncollected

\$0.00

Collected

\$33,645.65

Deductions (included in gross wages)

Uncollected

Collected

2024 IRA 457(b)	\$2,334.78	\$0.00
2024 IRA 457(b) - Roth	\$946.37	\$0.00
Child Support	\$498.46	\$0.00
Dental Post-Tax	\$13.95	\$0.00
Medical	\$324.70	\$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	\$64.05	\$0.00
Mutual of Omaha - Vol Critical Illness	\$126.55	\$0.00
Mutual of Omaha - Voluntary Life & AD&D	\$128.26	\$0.00
Mutual of Omaha- Life Ins	\$0.00	\$0.00
Vision Post-Tax	\$3.17	\$0.00
YMCA Membership (In-Network)	\$0.00	\$0.00
Deduction Total:	\$4,440.29	\$0.00

Pay Code: 7796-26870-1175122

Pay Date: 02/23/2024

02/04/2024 through 02/17/2024

Pay Group: Payroll Period

City of Valley

Employee Taxes (included in gross wages)	Uncollected	Collected
Federal	\$0.00	\$4,428.57
Medicare	\$0.00	\$683.73
Social Security	\$0.00	\$2,923.58
State (NE)	\$0.00	\$1,882.22
Employee Tax Total:	\$0.00	\$9,918.10

Employer Taxes	Uncollected	Collected
Medicare	\$0.00	\$683.73
NE-UI	\$0.00	\$64.08
Social Security	\$0.00	\$2,923.58
Employer Tax Total:	\$0.00	\$3,671.39

Uncollected		Collected	
Checks To Print:	\$0.00	Direct Deposits:	\$33,645.65
Employee Taxes:	\$0.00	Employee Taxes:	\$9,918.10
Employer Taxes:	\$0.00	Employer Taxes:	\$3,671.39
Deductions:	\$4,440.29	Deductions:	\$0.00
		Fees:	\$0.00
		Other Collections:	\$0.00
		Bank Transfer to BambooHR:	\$47,235.14

Pay Group: Payroll Period

City of Valley

Gross Wages

Employee

Hourly	\$36,268.01
Salary	\$12,041.31
Cell Phone Reimbursement	\$203.17
K9	\$166.95
Other Taxable	\$4,843.66
Uniform	\$173.25
Total:	\$53,696.35

Net Pay

Net Check
Direct Deposit

Uncollected

\$0.00

Collected

\$37,792.50

Deductions (included in gross wages)

Uncollected

Collected

2024 IRA 457(b)	\$2,725.87	\$0.00
2024 IRA 457(b) - Roth	\$941.85	\$0.00
Child Support	\$498.46	\$0.00
Dental Post-Tax	\$13.95	\$0.00
Medical	\$324.70	\$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	\$64.05	\$0.00
Mutual of Omaha - Vol Critical Illness	\$126.55	\$0.00
Mutual of Omaha - Voluntary Life & AD&D	\$128.26	\$0.00
Mutual of Omaha- Life Ins	\$0.00	\$0.00
Vision Post-Tax	\$3.17	\$0.00
YMCA Membership (In-Network)	\$0.00	\$0.00
Deduction Total:	\$4,826.86	\$0.00

Pay Code: 7796-26870-1175123

Pay Date: 03/08/2024

02/18/2024 through 03/02/2024

Pay Group: Payroll Period

City of Valley

Employee Taxes (included in gross wages)	Uncollected	Collected
Federal	\$0.00	\$4,899.15
Medicare	\$0.00	\$765.99
Social Security	\$0.00	\$3,275.38
State (NE)	\$0.00	\$2,136.47
Employee Tax Total:	\$0.00	\$11,076.99

Employer Taxes	Uncollected	Collected
Medicare	\$0.00	\$765.99
NE-UI	\$0.00	\$188.29
Social Security	\$0.00	\$3,275.38
Employer Tax Total:	\$0.00	\$4,229.66

Uncollected

Checks To Print:	\$0.00
Employee Taxes:	\$0.00
Employer Taxes:	\$0.00
Deductions:	\$4,826.86

Collected

Direct Deposits:	\$37,792.50
Employee Taxes:	\$11,076.99
Employer Taxes:	\$4,229.66
Deductions:	\$0.00
Fees:	\$0.00
Other Collections:	\$0.00

Bank Transfer to BambooHR: \$53,099.15

Commission Summary

Date

2/20/2024



Paid to City of Valley
For Period 2/1-2/15/2024

Description	Amount
	5,145.86

Amount \$5,145.86

Commission Summary

Date

3/5/2024



Paid to

City of Valley

For Period

2/16-2/29/2024

Description	Amount
	5,617.12

Amount

\$5,617.12

Date: March 7, 2024

To: City of Valley

Report by: Jeremy Beam, Lead Operator

O & M Report: February 2024

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

Water Operation & Maintenance:

- 296 Locates for the month.
- Meters were read on the 2/26.
- Shutoff Notices were handed out on 2/23.
- Shutoffs on the 2/26.
- 2/15 the curb stop at 215 Church was replaced; the curb stop was not working we could not shut them off for nonpayment.
- On 2/26 we had a meeting with Eagle Engineering at the water plant about the new water filters.

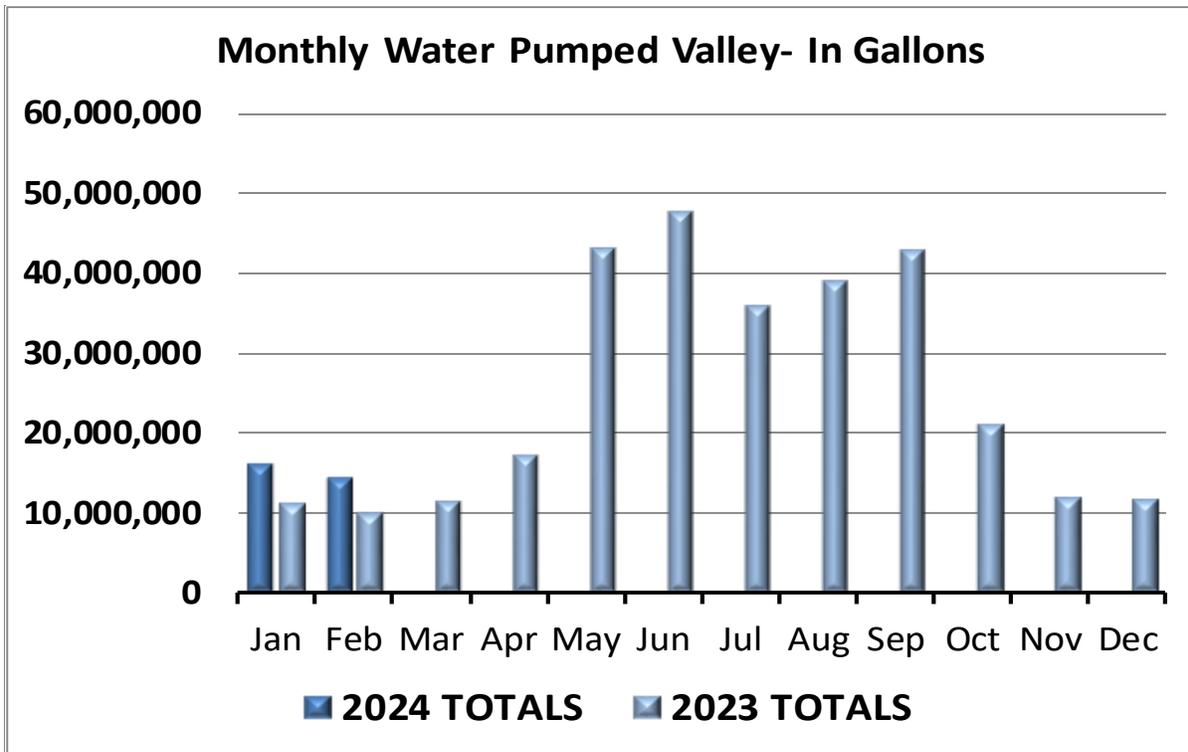
Wastewater Operation & Maintenance:

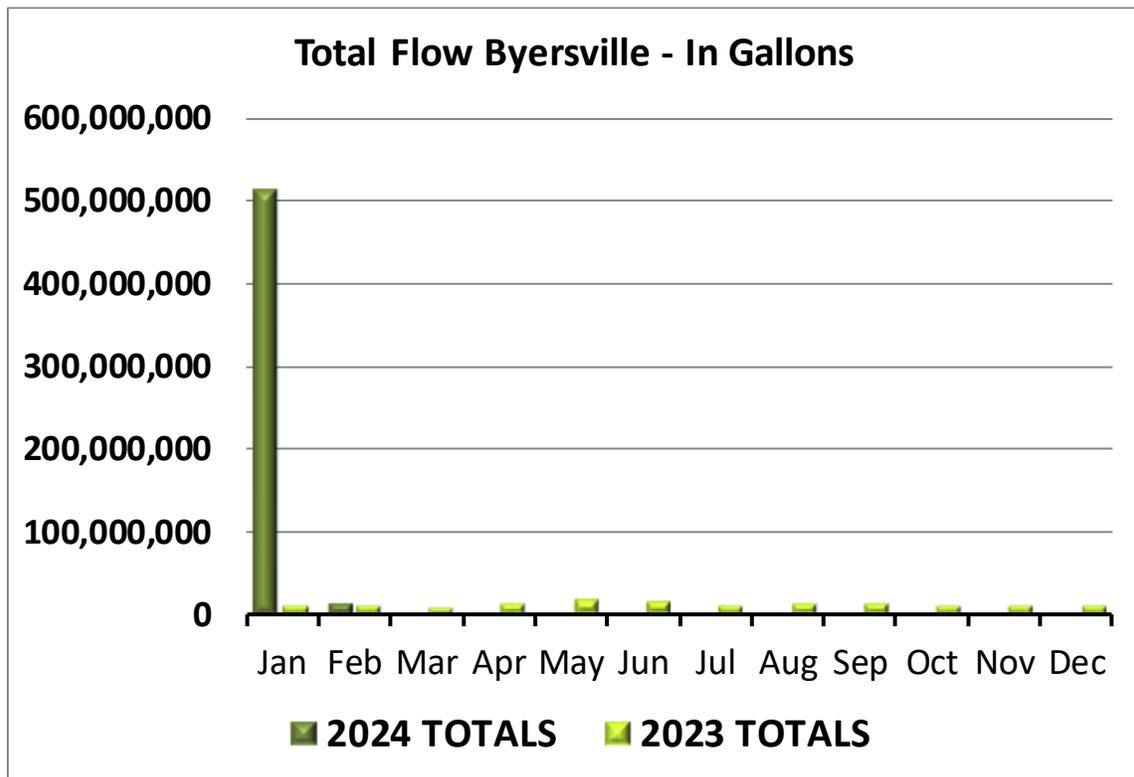
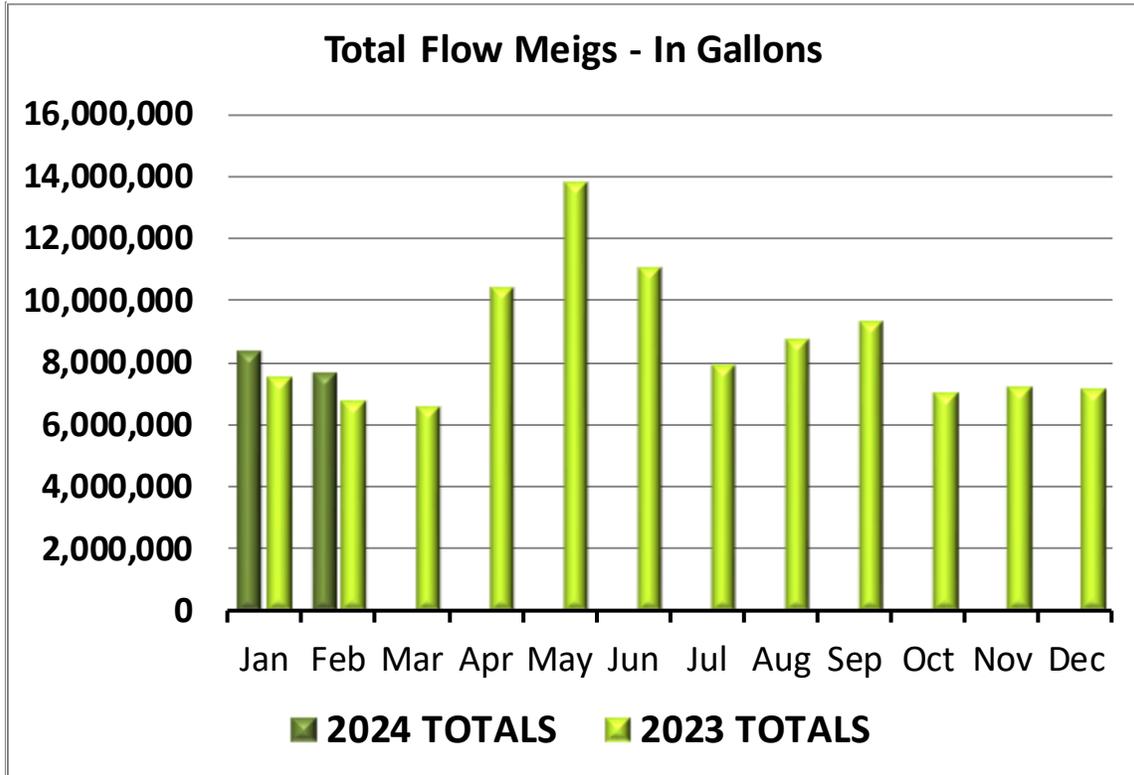
- On 2/5 we got a high level on Blue Water #5 On 2/6 the pumps were pulled and cleaned.
- On 2/19 we had a phase lose at Byersville. Due to a bad fuse on the power pole. The generator did not turn on and took over. We keep having the generator looked at and works fine for them but does not work when needed. This time the block heater was not working.
- On 2/25 Blue Water #4 pumps were pulled and cleaned.
- On 2/26 Blue Water #5 was at a high level again. The pumps were pulled, and nothing was found in them. But the lift station would not pump down. Trekk was called to pump the lift station out. Once that was done, we found the back flows were broken preventing the pumps to pump the lift station down. We called Verba and they replaced the pipes and back flows. Once that was done the pumps work and has been working since.
- We have new pumps for Blue Water #5 but are waiting for new brackets for the pump to hook to the rail. The grinders on the old pumps have broken but we still have them working to pump the sewage. We may have to pull them more than normal with they get plugged up. This lift station is being closely watched.

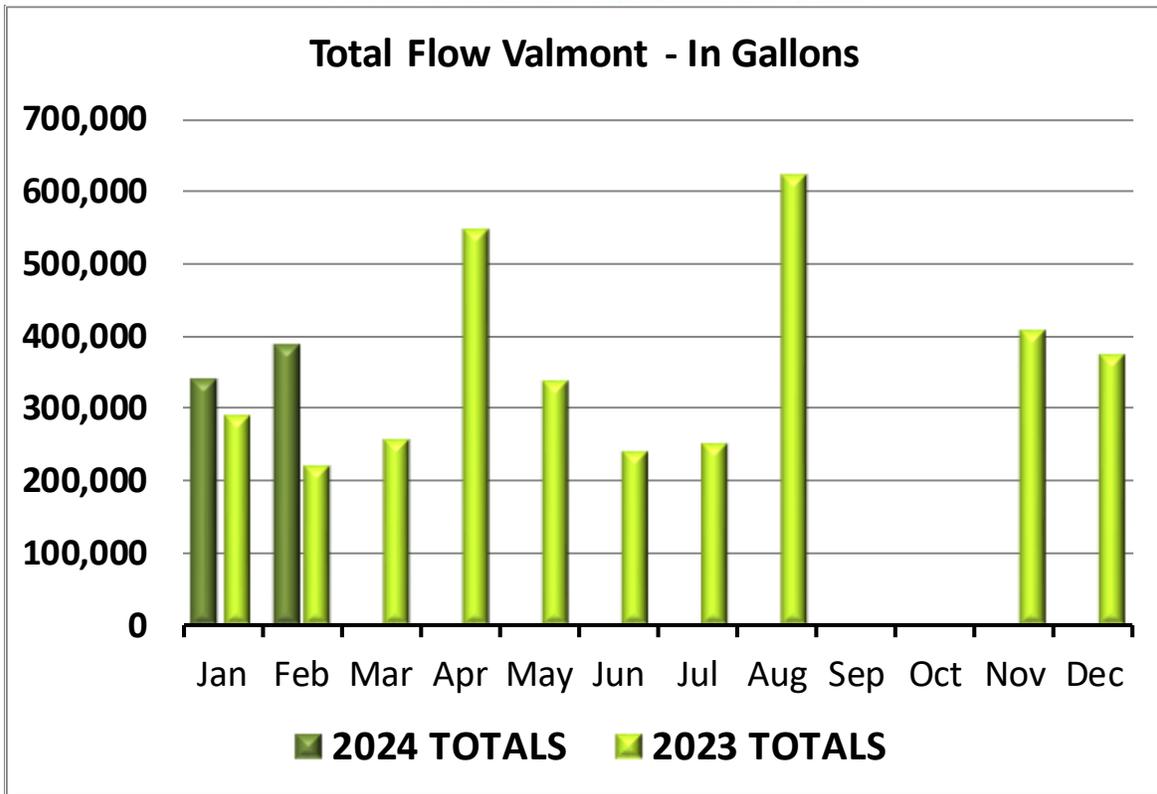
Recommendations:

- We suggest looking into replacing the generator at Byersville. The generator has taken a lot of abuse from the gases coming off the sewage. We would like to get quotes for replacing it and having it moved to the other side of the building.

Water	Units	February-24	January-24	February-23
Total Monthly Pumped Valley	gallons	14,031,000	15,763,000	10,076,000
Daily Average Pumped Valley	gallons	470,000	436,290	359,857
Average Fluoride Residual	mg/L	0.00	0.00	1.01
Fluoride used	lbs	53.20	82.50	120.80
Average Chlorine Residual	mg/L	0.44	0.47	0.43
Chlorine used	lbs	1,373.50	243.40	54.90
Potassium Permanganate	lbs	438.00	607.00	354.00
Wastewater				
Effluent Flow				
Total Flow Meigs Street	gallons	7,697,000	8,375,000	6,810,000
Avg Daily Flow Meigs Street	gallons	265,000	270,000	252,200
Total Flow Byarsville	gallons	14,963,000	513,984,000	8,279,000
Avg Daily Flow Byarsville	gallons	516,000	16,580,000	306,620
Total Flow Valmont	gallons	388,000	341,000	428,780
Avg Daily Flow Valmont	gallons	13,000	11,000	13,831







Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Maintenance Budget	\$30,925.00	\$12,359.00	40%	42%
Total	\$30,925.00	\$12,359.00	40%	100%

February Work Orders Completed:

Completed	Equipment	Location	Task
02/01/24	PORTABLE GAS MONITOR	30029 WT Valley, NE	Calibrate Equipment
02/01/24	FIRE EXTINGUISHERS	30029 WT Valley, NE	Inspection
02/02/24	AIR COMPRESSOR	30029 WT Valley, NE	Inspection
02/02/24	AIR COMPRESSOR	30029 WT Valley, NE	Service Equipment
02/02/24	HIGH SERVICE PUMP #3	30029 WT Valley, NE	Inspection
02/06/24	LIFT STATION #1-VALLEY, NE	30029 WW Valley, NE	LS Monthly PM
02/06/24	VALLEY SHORES LIFT STATION 1	30029 WW Valley, NE	LS Monthly PM
02/06/24	VALLEY SHORES LIFT STATION 2	30029 WW Valley, NE	LS Monthly PM
02/06/24	VALLEY SHORES LIFT STATION 3	30029 WW Valley, NE	LS Monthly PM
02/07/24	GINGER WOODS LIFT STATION #3	30029 WW Valley, NE	LS Monthly PM
02/07/24	INFLUENT GRINDER/BYERSVILLE LS	30029 WW Valley, NE	Inspection
02/07/24	INFLUENT GRINDER/ MEIGS ST LS	30029 WW Valley, NE	Inspection
02/08/24	BLUEWATER LIFTSTATION 6	30029 WW Valley, NE	LS Monthly PM
02/08/24	BLUEWATER LIFTSTATION 7	30029 WW Valley, NE	LS Monthly PM
02/08/24	GINGER COVE LIFT STATION #1	30029 WW Valley, NE	LS Monthly PM
02/08/24	GINGER COVE LIFT STATION #2	30029 WW Valley, NE	LS Monthly PM
02/08/24	GINGER WOODS LIFT STATION #1	30029 WW Valley, NE	LS Monthly PM
02/08/24	GINGER WOODS LIFT STATION #2	30029 WW Valley, NE	LS Monthly PM

Completed	Equipment	Location	Task
02/09/24	BLUEWATER LIFTSTATION 1	30029 WW Valley, NE	LS Monthly PM
02/09/24	BLUEWATER LIFTSTATION 2	30029 WW Valley, NE	LS Monthly PM
02/09/24	BLUEWATER LIFTSTATION 3	30029 WW Valley, NE	LS Monthly PM
02/09/24	BLUEWATER LIFTSTATION 4	30029 WW Valley, NE	LS Monthly PM
02/09/24	BLUEWATER LIFTSTATION 5	30029 WW Valley, NE	LS Monthly PM
02/12/24	REGIOINAL LS EMERGENCY GENERATOR	30029 WW Valley, NE	LS Monthly PM
02/12/24	VALHAVEN LIFTSTATION	30029 WW Valley, NE	LS Monthly PM
02/15/24	MALLARD LANDING LIFT STATION 4	30029 WW Valley, NE	LS Monthly PM
02/15/24	MEIGS LS EMERGENCY GENERATOR	30029 WW Valley, NE	LS Monthly PM
02/16/24	MALLARD LANDING LIFT STATION 3	30029 WW Valley, NE	LS Monthly PM
02/22/24	BYERSVILLE LS EMERGENCY GENERATOR	30029 WW Valley, NE	LS Monthly PM
02/22/24	COUNTRY AIRE LIFTSTATION	30029 WW Valley, NE	LS Monthly PM
02/22/24	DAIRY QUEEN LIFTSTATION	30029 WW Valley, NE	LS Monthly PM
02/22/24	MALLARD LANDING LIFT STATION 1	30029 WW Valley, NE	LS Monthly PM
02/22/24	MALLARD LANDING LIFT STATION 2	30029 WW Valley, NE	LS Monthly PM

Valley Cemetery Board
Valley City Hall
February 15th, 2024, 6:30pm

Meeting Minutes

Present: Members- Dean, Gerri, Kurt, Krista
Guests- Jen and Dakota Wolter, Jake Lewis

Meeting called to order at: 6:35 pm

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

There were no corrections to the previous minutes.

Minutes approved by: Kurt

Seconded by: Gerri

All in favor, motion carried.

OLD BUSINESS:

Linda George monument:

Dean will revisit with Fremont Monument to assess monument, and give estimates for either repair or replacement of stone. Dean proposed he and Krista draft a letter to send to Fremont Monument about unmet needs, and will ask Christie Donnermeyer to print it on city letterhead. Members present at next meeting will sign it.

Snide property-

Gerri spoke with Rune and estimates the Snide property issue may be added to the March 2024 city council meeting agenda.

Eagle Scout Project at the Cemetery:

The members congratulated Dakota on being awarded Eagle scout for her project, and expressed gratitude for her dedication and hard work on behalf of the cemetery. She presented photos of her project and a list of the monuments cleaned. Members of her group cleaned an estimated 85-90 stones, with the majority of the stones being veteran monuments. Dakota donated her leftover supplies and maps to the cemetery board to use for future restoration projects.

NEW BUSINESS:

Water at cemetery

Gerri spoke with Doug Eggen about the cemetery board's desire for access to water at the cemetery. Doug to follow up with Gerri about a possible water trailer being available for future use.

The next meeting will be March 14th, 2024 **at 6:30pm.**

Kurt made the motion to adjourn, Gerri seconded.

Meeting adjourned at 7:26 pm.

Meeting minutes recorded by board secretary Krista Lewis.

DAILY RECORDS**February 2024**

		This month	Last month	Last year
LIBRARY VISITS:				
	Adults	347	305	333
	Children	553	209	292
Computers	Adults	30	20	22
	Children	91	29	36
Fax/Copies		46	43	28

Reference transactions (indicate nature of question)

Locating Library Materials 32 Readers' Advisory 13, Account info and renewals 18, Technology Assistance 91, Local Info 23, General Info 226.

	Total	403	269	208
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PROGRAM ATTENDANCE:

	Adults	48	30	42
2/3 Knitting – 6; 2/5 Valley Lakes Pop-Up – 17; 2/10 Knitting – 5; 2/17 Knitting – 6; 2/24 Knitting – 8; 2/26 Book Club – 6				
	Teens	28	27	35
2/7 Teen D&D – 6; 2/14 Teen D&D – 7; 2/21 Teen D&D – 5; 2/28 Teen D&D – 5				
	Children	207	81	137
Monthly Scavenger Hunt – 95 ; 2/1 Young Adventurers – 4; 2/2 Lego Club – 18; 2/6 Afterschool STEAM – 9; 2/8 Young Adventurers – 3; 2/9 LEGO Club – 10; 2/13 Afterschool STEAM – 12; 2/15 Young Adventurers – 3; 2/16 LEGO Club – 15; 2/20 Afterschool STEAM – 12; 2/22 Young Adventurers – 1; 2/23 LEGO Club – 18; 2/27 Afterschool STEAM – 13; 2/29 Young Adventurers – 3				
	Pre-K	98	9	46
2/12 DC West Preschool – 80; 2/16 Preschool Playgroup – 13; 2/24 Heart Party – 5;				
	Total	381	147	260

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

Valley 9, other DC 0, Non DC 0

Total	9	6	2
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Volunteers/hours	0/0	0/0	0/0
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MATERIALS CHECKED OUT:

Adult	500	490	509
Children	976	909	880
Overdrive	302	337	256

CITY OF VALLEY
VALLEY PLANNING COMMISSION MINUTES

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

February 20, 2024
Valley City Hall
4:30 p.m.

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

Members Absent: Gregg Kava and Jim Tomanek.

City Representatives Present: Cindy Grove, Mayor, Christie Donnermeyer, City Clerk, and Rune van den Boogaart, Building Inspector.

ITEM 1: Call to Order.

ITEM 2: Roll Call.

ITEM 3: Proof of Publication.

ITEM 4: Various Ordinance Amendments:

Public Hearing Opened 4:31 p.m.

The Building Inspector addressed the Commission with the proposed amendments to the Design Standard for commercial areas allowing for prefinished metal panel systems, but systems do not count towards the required percentage as stated.

The Building Inspector addressed the Commission with the proposed addition and definition of a micro-distillery. Also included was the requirement of a micro-distillery license from the Nebraska Liquor Control Commission.

Wendy Deane - 207 N. Spruce Street posed a question regarding the metal panel system and its requirement for all commercial buildings.

Public Hearing Closed at 4:36

After much discussion, a motion was made by Foutch, seconded by Conrey, to recommend approval to City Council of the changes made to the Design Standard for commercial areas as well as the recommended changes of the addition of the definition of a micro-distillery along with the license requirements. Bottger, Burke, Conrey, Foutch, Mayer, Sunde, Lowry Yes; Kava and Tomanek Absent - motion carried.

ITEM 5: Waiver Request – this matter was tabled to the next meeting.

A motion was made to adjourn by Sunde, seconded by Mayer. All in favor – motion carried. Meeting adjourned at 4:37 p.m.



Christie Donnermeyer, City Clerk

Christie Donnermeyer

From: Valley City Office
Sent: Tuesday, February 13, 2024 3:11 PM
To: Cindy Grove; Cheryl Eckerman; tcooper@valleyne.org; Christie Donnermeyer
Subject: Council Agenda Request Dave Williams - Valley Community Historical Society

Name: Dave Williams - Valley Community Historical Society

Phone: 402-660-3800

Email Address: djwyoyo@yahoo.com

Address: 218 West Alexander St - Valley NE

Agenda Item Description: Valley Community Historical Society use of Park Property - Horseshoe Pit Area approx. 150' wide x 80' deep adjacent to existing owned Historical Society property.

Requested Action: The Valley Community Historical Society is again asking the Valley City Council to approve our request to use a portion of the Valley City Park mentioned in the description, if the Historical Society decides to expand in the future. With the understanding that if the Historical Society decides to not expand at our current location or if we move, this piece of property goes back to the City of Valley.

Does this require an expenditure of funds: Unsure

[View in List](#)



Thanks,

Dave Williams

Christie Donnermeyer

From: Valley City Office
Sent: Thursday, March 7, 2024 11:30 AM
To: Cindy Grove; Cheryl Eckerman; tcooper@valleyne.org; Christie Donnermeyer
Subject: Council Agenda Request Eric Moser

Name: Eric Moser

Phone: 402-214-3623

Email Address: emoser0107@hotmail.com

Address: 2840 Legacy Commons Plaza APT 105 Omaha, NE 68130

Agenda Item Description: 2024 Cornhusker State Games Triathlon

Requested Action: Discuss triathlon logistics and obtain approval depending on conversation

Does this require an expenditure of funds: No

[View in List](#)

RESOLUTION 2024-15

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 Audit Preparation and Bank Reconciliation agreement with Creative Planning Business Accounting Services, LLC for audit preparation fiscal year 2023 and bank reconciliation fiscal year 2023; and

WHEREAS, the Audit Preparation and Bank Reconciliation agreement from Creative Planning Business Accounting Services, LLC has been submitted; and

WHEREAS, the Valley City Council met in regular session on March 12, 2024 and reviewed said agreement; and

NOW, THEREFORE, BE IT RESOLVED, the Valley City Council authorizes Mayor Cindy Grove to execute the Audit Preparation and Bank Reconciliation agreement presented by Creative Planning Business Accounting Services, LLC for audit preparation fiscal year 2023 and bank reconciliation for fiscal year 2023, a copy of said agreement is attached hereto and made a part hereof by reference.

PASSED AND APPROVED this 12th day of March 2024.

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, City Clerk

SCHEDULE B – Audit Preparation and Bank Reconciliation

Client	City of Valley		
Service Provider	Creative Planning Business Accounting Services, LLC (CPBS)		
Agreement Number	Business Advisory_COV_002		
Start Date	Date of Execution (or agreed upon Timeline by both parties)		
Terms	Ongoing – Per the Terms and Conditions		
Description of Services	Creative Planning Business Accounting Services, LLC shall provide the following services (collectively, the "Services"):		
	Service	Frequency	Investment
	Audit Preparation		
	Summary: Audit Preparation and Bank Reconciliation		
	<ul style="list-style-type: none"> Audit Preparation Fiscal Year 2023: Prepare the audit workpapers in accordance with GASB/GAAP standards. 	One-Time	\$19,000
	<ul style="list-style-type: none"> Bank Reconciliation : Fiscal Year 2023 plus two months for two accounts 	One-Time	\$7,000
Deliverables:	Deployment Services: <ul style="list-style-type: none"> Audit Preparation and Bank Reconciliation: Estimated at 85 hours, not to exceed \$26,000.00, without prior discussion and client approval. Preparation of the year-end work papers for the audit and will be billed separately at a flat fee and per the above schedule of fees. Out-of-pocket expenses when incurred will be billed in addition to this fee (travel not to exceed \$500 per visit and only if needed) 		
Service Notes:	Creative Planning Business Accounting Services, LLC Responsibilities Include: Audit Preparations and Bank Reconciliation <ul style="list-style-type: none"> Workpaper creation, cash basis, for auditors in the following areas: Complete reconciliation for 14 months of two major cash accounts that included prior period adjustment from FY22 for FY23. <ul style="list-style-type: none"> Utility Money Market Account. General Fund Checking Account. Property Taxes. Sales tax. Highway allocation tax. Utilities revenue and billing. Bond liability schedule. Franchise fee revenue. Fixed assets and depreciation – <i>Proprietary funds only</i> – include additions/deletions and depreciation calculation. Due to due from schedule. Compensated absences. Leases schedule. Interfund transfers. 		

Creative Planning Business Accounting Services, LLC Responsibilities Include: Continued

- SEFA reporting for Single Audit.
- Equity roll-forward schedule.
- Updated audit report includes the following areas:
 - Financial reports.
 - Footnotes.
 - Budget and Actual Schedules (client assistance in preparation of these schedules).
 - Review of client-prepared Management, Discussion, and Analysis (new this year).
 - GASB subject matter expert review of reporting package before presentation to auditors.
 - *No assurances will be given on this report.*

Creative Planning Business Accounting Services, LLC : Government Advisory Recommendations for consideration Following completion of the 2023 FY audit Include: (These recommendations are based on our findings as well as best practices)

- Internal control processes and procedures incorporated into written accounting and finance policies.
- Additional support to the new treasurer in training, segregation of duties, and as-needed Controller services.
- Adoption of best accounting practices.
- Fixed asset inventory assistance and support in the preparation of fixed asset list for the City of Valley.
- Enhanced reporting model features for the FY24 audit.
- Assistance in establishing an Audit Committee for the City Council.

Client Responsibilities Include:

- Provide Remote access to data and systems with user and log-in credentials.
- Provide Creative Planning Business Accounting Services, LLC with all documentation requested.
- Providing Creative Planning Business Accounting Services, LLC access to bank and/or financing accounts.
- 24-hour response to Creative Planning Business Accounting Services, LLC requests for information.

Other Notes:

- This agreement assumes City of Valley personnel will assist (as requested) with various related tasks to keep the costs down.
- Should hours exceed the amount noted above, prior approval from client will be needed in writing before any additional work is performed. Typical city audit preparation hours range from 80-120 hours on average and bank reconciliation varies from client to client.
- Every effort will be made to meet existing audit schedules, but alterations may be made due to timelines in place.
- Progress Billing will be completed periodically and as the work is completed.
- Fees will be debited via ACH on a periodic basis per the above.



This Schedule A shall remain confidential between City of Valley and Creative Planning Business Accounting Services, LLC.

The parties agree that this Service Schedule Agreement incorporates the [Professional Services Terms & Conditions](#) (the "Terms") (collectively, the "Agreement"), all of which shall remain confidential between Client and Creative Planning Business Accounting Services, LLC (or related affiliate/s identified herein). By signing this Service Schedule Agreement, Client acknowledges and agrees that Client has had an ample opportunity to review the terms contained in the Agreement. Client further agrees that Client has had the opportunity to obtain legal counsel and through Client's own determination, with or without counsel, accepts this Agreement.

The undersigned represent and warrant they are authorized signers for their respective organizations.

For and on behalf of Client (Signature 1)	For and on behalf of Client (Governing Board Member, If applicable)
Signature _____	Signature _____
Contact Name _____	Contact Name _____
Title _____	Title _____
Date _____	Date _____
Address _____	
Phone _____	For and on behalf of Creative Planning Business Accounting Services, LLC
EIN _____	Signature _____
State ID# _____	Contact Name _____
FY Ending Month: _____	Title _____
Entity Type: _____	Date _____



Direct Payment Plan Authorization Form

1. Mark the box before type of account to indicate whether your payment will be deducted from your checking or savings account.
2. Fill in your name, financial institution name and location and date.
3. Scan a voided check for verification of all financial institution information. If you are unable to attach the voided check, please fill in your account number and routing number.

NOTE: Be sure to sign the form!

AUTHORIZATION FOR DIRECT PAYMENT

I authorize **Creative Planning Business Accounting Services, LLC** to initiate electronic debit entries to my: checking account or savings account for payment of my **Accounting Fees**. I acknowledge that the origination of the ACH transactions to my account must comply with the provisions of U.S. law. This authority will remain in effect until I have cancelled it in writing.

Date _____

Company Name _____

Financial Institution Name (Please Print) _____

Account Number at Financial Institution _____

Financial Institution Routing/Transit Number _____

Financial Institution City and State _____

Signature _____

Email Address: _____

PLEASE KEEP A COPY OF THE AUTHORIZATION FOR YOUR RECORDS

RESOLUTION 2024-16

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 a Professional Services agreement with JEO Consulting Group, Inc. for public education and engagement support for proposed municipal building; and

WHEREAS, the Professional Services agreement from JEO Consulting Group, Inc. has been submitted; and

WHEREAS, the Valley City Council met in regular session on March 12, 2024 and reviewed said Professional Services agreement; and

NOW, THEREFORE, BE IT RESOLVED, the Valley City Council authorizes Mayor Cindy Grove to execute the Professional Services agreement presented by JEO Consulting Group, Inc. for public education and engagement support for proposed municipal building, a copy of said Professional Services agreement is attached hereto and made a part hereof by reference.

PASSED AND APPROVED this 12th day of March 2024.

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, City Clerk



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

THIS IS AN AGREEMENT effective as of _____ 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:

Public Education and Engagement Support for Proposed Municipal Building ("Project").

JEO Project Number: 220938.01

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 set forth in Exhibit A (\$22,600, hourly not to exceed).
- 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

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:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

Engineer: JEO Consulting Group, Inc.

Andrea Gebhart

By: Andrea Gebhart

Title: Planning & Engagement Dept. Leader

Date Signed: 3/7/2024

Address for giving notices:

JEO Consulting Group, Inc.

2000 Q Street, Suite 500

Lincoln, NE 68503

SCOPE OF SERVICES
City of Valley Municipal Building
Public Education and Engagement Support for Proposed Municipal Building
JEO Project Number: 220938.01

The City of Valley is looking at options to expand the City Hall, Police Department and Library buildings. The following scope of work describes the public education and engagement support associated with a proposed new municipal building.

TASKS

1. Public Participation Plan

The consultant will work with the City of Valley to develop a Public Participation (P2) Plan that outlines the anticipated goals and strategies for community education and engagement. The P2 plan will:

- a. Identify the goal(s) of engagement.
- b. Identify target audiences and community stakeholders.
- c. Summarize anticipated strategies, activities, and associated tools and materials.

Intentionally designed to be dynamic and flexible to accommodate an evolving community context, the P2 plan will be refined and updated, as needed, throughout the project's life cycle. The development and maintenance of this plan includes up to three, one-hour virtual planning meeting(s) with city staff.

2. Public Education and Engagement Support

As directed by the City of Valley, the consultant will plan, conduct, and document the education and engagement identified in the project specific P2 plan (Task 1). At the time of contracting, it is anticipated this may include:

- a. **Fact sheets.** The consultant will review the existing project fact sheet and/or develop additional fact sheets to outline the need, the vision, and the potential funding mechanisms for the proposed project.
- b. **Video.** The consultant will develop a short video (less than three minutes) that serves as a tour of the current city facilities proposed to be consolidated into one large facility. The video will illustrate existing conditions and identify known deficiencies.
- c. **Project Webpage.** The consultant will work with the City of Valley to develop content for a project webpage to be hosted on the city's main website.
- d. **Engagement at Existing Community Gatherings.** The consultant will support the City of Valley in developing presentation materials and talking points for city staff to use when attending existing community meetings, such as neighborhood or HOA meetings.
- e. **Open House Public Meeting.** The Consultant will support the City of Valley in hosting one, two-hour open house meetings (plus setup/teardown) The consultant will be responsible for:
 - i. Preparing awareness materials (postcard, press release) and advertisements.
 - ii. Presenting technical information for use at the public open house, developing necessary meeting displays/posters.
 - iii. Managing public participant sign-in and information needs during the meeting.
 - iv. Providing public comment forms.
 - v. Set up and tear down of meeting.

Exhibit A

- vi. Preparing summary report of comments received during the open house or extended comment period.

City staff are responsible for attending the meeting to help answer questions about the project.

- f. **Public Information Materials.** The consultant will provide recommendations for strategic communication and develop other public information materials to support public education and engagement of the proposed project. Public information materials may include but are not limited to:
 - Fact sheets
 - Brochures
 - Direct Mailers
 - Public notices
 - News releases
 - Meeting displays/boards
 - Presentation materials
 - Website content
 - Digital or social media content

SERVICES NOT INCLUDED

- Postage expenses for public awareness/outreach materials.

FEE

The consultant will provide the services described above for an hourly, not-to-exceed amount of \$22,600.

Hourly Rate Schedule

Architecture Department Leader	\$280.00
Architect	\$165.00
Community Engagement Senior Specialist	\$190.00
Community Engagement Specialist	\$150.00
Community Planner I	\$110.00
Engagement/Planning Intern	\$85.00
Information and Graphic Designer	\$150.00
Marketing Coordinator (video support)	\$100.00
<i>Note: Cost of telephone calls, travel expenses, mileage, meals, and lodging are included in our hourly rates and fees, and not charged separately.</i>	

SCHEDULE

Anticipated Notice to Proceed

March 12, 2024

Project completion

September 30, 2024

JEO CONSULTING GROUP INC JEO ARCHITECTURE INC

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner 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. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner'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 owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner 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 owner 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 owner 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 owner 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. Owner 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 owner 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 owner, suspend services to the owner 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 owner 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 owner 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 owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner 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 owner 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 owner are only for convenience of the owner. 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 owner.

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

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 owner 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 owner shall indemnify and hold each other

JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

harmless and 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 owner, 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 owner 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 owner shall reimburse JEO for any additional limits or coverages that the owner 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 owner 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 owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner 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 owner 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 owner 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 owner 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 owner 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. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. 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.

RESOLUTION 2024-17

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 a Zoning Code Cost Proposal with American Legal Publishing for zoning code converting, hosting and supplementing; and

WHEREAS, the Zoning Code Cost Proposal from American Legal has been submitted; and

WHEREAS, the Valley City Council met in regular session on March 12, 2024 and reviewed said Zoning Code Cost Proposal; and

NOW, THEREFORE, BE IT RESOLVED, the Valley City Council authorizes Mayor Cindy Grove to execute the Zoning Code Cost Proposal presented by American Legal Publishing for zoning code converting, hosting and supplementing services, a copy of said Zoning Code Cost Proposal is attached hereto and made a part hereof by reference.

PASSED AND APPROVED this 12th day of March 2024.

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, City Clerk

**Zoning Code Cost Proposal
Valley, Nebraska
Convert, Host and Supplement**



**American Legal Publishing
525 Vine Street, Suite 310
Cincinnati, Ohio 45202
www. amlegal.com**

**Colleen T. Engle
Codification Consultant
cengle@amlegal.com
714.348.9529**

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2. BUSINESS PROFILE

American Legal Publishing 525 Vine Street, Ste 310 Cincinnati, OH 45202 PH: 800-445-5588 Fax: 513-763-3562 www.amlegal.com	Contract Manager: Ray Bollhauer, Esquire President Email: rbollhauer@amlegal.com
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American Legal Publishing began as the codification division of the Anderson Publishing Company of Cincinnati in 1934. We became a separate corporation in 1979. In 2006, American Legal Publishing became an independent employee owned corporation. Earlier this year, American Legal became a member of the International Code Council family of solutions. Our employees are self-motivated, knowing that the quality of each project enhances their future, as well as that of the government client.

- American Legal is the choice of the top cities in the country. We currently serve over 3,500 local government clients across the country. Our ability to service large clients (**Scottsbluff, Bellevue, Los Angeles, New York, Chicago, Philadelphia, Cleveland, etc.**), and yet provide excellent service and products to the smaller Villages, Towns, Cities and Counties across the nation, separates us from many other Codifiers.
- We are the codification consultants to the International Municipal Lawyers Association and have produced publications for numerous state municipal leagues.
- American Legal employs a highly skilled and professional staff, including 16 staff members with law or paralegal degrees - the largest in the industry. The legal reviews that these attorneys are able to execute is what allows us to provide a high-quality product. Our editorial support staff consists of experienced editors skilled in the multiple disciplines required in providing codification services: editing, computer operation, proofreading and indexing. Our typical editor has a college degree in English or Law.
- American Legal offers a full-range of codification services, including:
 - Editing and updating municipal codes
 - Legal research/review and analysis of codes
 - Subscriber sales of codes in print and on electronic media
 - Hosting of municipal codes on the Internet
 - Roberts Rules of Order 12th Ed. on USB in a fully indexed search program
 - Meeting Minutes imaging and hosting online in a searchable format

- American Legal works quickly to put new codes online. We have the flexibility to update online and printed codes on any schedule our clients require, including as new ordinances are adopted.
- The hosted municipal codes located on our webserver are fully searchable and are easy for the general public to use, but also has advance features to assist legal professionals and town staff.
- The hosted municipal codes located on our webserver are available for use on **smartphones** and **tablets** such as **iPads**.
- American Legal is exclusively an ordinance codification company. It is our sole focus. We are dedicated to continual improvement of our expertise, procedures, product and staffing to ensure the premium level of service that has earned us the respect and business of America's premier cities and Municipal Associations. We are not distracted by other ventures. We do one thing, and we make every effort to do it as well as it can be done.

Municipal and County Leagues Affiliations

American Legal's commitment to quality has led to affiliations with Municipal and County leagues across the country. Municipal Associations across the nation seek our expertise in municipal law and government, our advanced technology programs, and our unsurpassed customer service. We are extremely proud, that by allowing us to serve their members in their name, they show the greatest confidence in our services, reputation and integrity. We work hard every day to continue to earn that respect.

We serve as the Information Management Consultant to the following Leagues:

League of Wisconsin Municipalities
Ohio Municipal League

We serve as the Codification Consultant for the following:

League of Arizona Cities & Towns	League of Kansas Municipalities
League of Oregon Cities	North Carolina League of Municipalities
League of Minnesota Cities	League of Nebraska Municipalities
Indiana Association of Cities & Towns	

We work with the following Leagues to publish model or basic codes:

League of Nebraska Municipalities
South Dakota Municipal League
League of Minnesota Cities

We have produced publications for the following Leagues:

League of Wisconsin Municipalities

3. EXPERIENCE/QUALIFICATIONS

- (1) **Years in Business:** American Legal Publishing has been in the ordinance codification business since 1934 as part of the Anderson Publishing Company. We became a separate corporation in 1979. We became an independent employee-owned corporation in 2006 and earlier this year became part of the I.C.C. family.
- (2) **Size and Experience:** American Legal is the choice of the top cities in the country. We currently serve over 3,500 local government clients across the country. Our clients include the Cities of New York, Los Angeles, Chicago, Philadelphia, Cleveland, Boston, Albuquerque, Honolulu, San Francisco, and many others. We are the codification consultants to the International Municipal Lawyers Association and numerous state municipal leagues, including the Nebraska League of Municipalities.
- (3) **Project Attorneys:** American Legal employs 16 attorneys/paralegals, including the company President, Executive Vice President (Editor in Chief), the Vice President of Client Relations, and the Vice President of Major Client Services.

STEPHEN G. WOLF - CEO

- Qualifications:*
- J.D., University of Cincinnati College of Law
 - B.B.A., Management, University of Cincinnati
 - Former City Law Director of an Ohio city, former Mayor and council person; with 35 years' experience as an elected city official
 - Member, International Municipal Lawyers Association (IMLA)
 - 44 years with American Legal

RAY G. BOLLHAUER - PRESIDENT

- Qualifications:*
- J.D., University of Cincinnati College of Law
 - B.A., Economics, University of Cincinnati
 - Past President and Trustee of local community Council
 - Twenty years with American Legal
 - Federal Bar member
 - Presenter throughout the country regarding codification (Institute for Local Government Drafting Seminar at Tulane Law School; Milwaukee Bar Association, Ohio Municipal Clerks Association; Kent State Clerks Certification Program; League of Wisconsin Municipal Attorneys Association; North Carolina City and County Clerks Association at UNC; Arkansas County Clerks Association; Southwest Ohio Clerks Association; Ohio Municipal League; International Municipal Lawyers Association (New Orleans and Portland, OR); Queen City Chapter of the National Parliamentarians Association; and the International Institute of Municipal Clerks Association conferences)

AMY OAKS - SUPPLEMENT EDITING DIRECTOR

- Qualifications:*
- Experience in editing and overseeing production of thousands of supplements
 - B.A., English, Northern Kentucky University
 - Fourteen years with American Legal

Role: Oversee supplement editing

SARAH CRABTREE BAUER – DIRECTOR OF ELECTRONIC PUBLISHING

- Qualifications:*
- Manages American Legal's CD-ROM and Internet publishing Department
 - Project manager for high level clients
 - B.A., English, Northern Kentucky University
 - M.A., English, University of Cincinnati
 - Eleven years with American Legal

Role: Responsible for production of online codes; primary technical contact for the town

Project Support Staff: American Legal employs 49 staff members. Our editorial support staff consists of experienced editors skilled in the multiple disciplines required in providing codification services: editing, computer operation, proofreading and indexing. Our typical editor has a college degree in English or Law.

4. DESCRIPTION OF SERVICES:

Online supplements:

American Legal's editors can update the online Code as often as the Town desires – including weekly or whenever new legislation is adopted and provided to American Legal. The online code will state on the front page what the most recent legislation is that has been included in the Code. Each section amended will include a history with the legislation number and adoption date.

Web Hosting:

Post the Code online in a fully indexed searchable database. American Legal Publishing's technical team will convert the electronic version of the code documents into a fully indexed and searchable format. All of our codes contain an electronic table of contents and extensive hypertext linking (for the table of contents, cross-references, chapter analyses and title analyses). The fully indexed code will allow users to perform fast searches of the entire code at once. Typically PDF posted documents only allow chapter/title searches one by one and do not allow for synonym searches, which is a critical element to our searchable codes.

Users can search for words, phrases, section numbers – anything they want. Our codes also offer an electronic table of contents that allows users to navigate and browse the code, as well as a hypertext linking feature that allows users to connect or “jump to” related pieces of information (such as cross-references).

To assist Town staff and private citizens in reaping the full benefits of the extensive search capabilities, American Legal has developed a convenient, online tutorial providing clear, simple instructions on making full use of our online database. This Web Demonstration video is conveniently located on our website at <http://www.amlegal.com/codification-services/electronic-publishing> Scroll to the bottom of the page and click PLAY.

American Legal's website with over 2000 codes for municipalities nationwide, allows users the ability to print, save and email material (such as one section, one chapter or an entire code) from our website with just a few clicks of the mouse. Users are also able to set links to specific chapters or sections of the code for faster, repeat lookups.

Model Ordinance Service:

You can simultaneously search nearly 2000 municipal and county codes on our website for model language **at no cost**. You may search one code at a time, all codes in a state, or all online codes at once. And, it's all for free! Most codifiers do not provide this service to their clients.

Please note, that many other publishers permit a free search of only one code at a time, requiring a paid subscription to search multiple cities simultaneously. While they may offer to waive the subscription fee for Town staff, your citizens (including law firms, developers, realtors, etc.) will be restricted to single code searches or forced to pay a subscription fee.

Our Web hosting service offers:

An on-line **Internet query template** that allows our clients to search **ALL** the Codes in our Internet collection.

We have a **single viewer** for all devices. So no matter what type of a device you are working from, the screens will be the same. Many competitors do not have this advanced technology and thus you get a different screen if on a phone vs a personal computer.

A **Quick Search** feature, as well as an **Advanced Search** feature (with **Boolean** searching, exact phrase searching and other features) so that users can choose the type of search they want to perform.

A **specially-designed interface** that allows you to see the text of your document, the table of contents, the query dialog box, and a ranked hit list at the same time. Our specially-designed interface allows you to quickly and easily access the portion of the document you need to utilize (whether it's the table of contents, the search feature or the document itself). *We can also customize the look and feel of the site in case you want to develop a unique appearance for your document.*

Easy-to-use navigation options that allow you to move from search hit to search hit, and from document to document (both forward and backward) **without having to return to a results list to move to the next search find.** This feature is available in both the desktop and mobile view versions.

The ability to **print individual chapters or sections** of the document and the ability to **download** the document into numerous formats such as RTF (Word), PDF, HTML, EPUB and MOBI.

American Legal applies **Google Translate** features to the online Code.

Internal **hypertext links** to other sections of the code that are cross-referenced.

5. INTERNET FEATURES

The American Legal Publishing Difference

Online Features:	Many features are included in current annual hosting fee at no additional cost	Price:
PC, Tablet, Smart Phone versions	Frames version for PC; ADA Compliant View and Mobile View available for mobile devices.	Included
Multiple Search formats	<ol style="list-style-type: none"> 1. Quick Search Box 2. Advanced Search Template 3. Boolean Search Field 	Included
Automatic Stem Searches (finds plurals of words)	<i>Dog finds dog and dogs Fence finds fence, fences, fencing and fenced</i>	Included
Synonym Searches	<i>Grass finds grass, turf, lawn Garbage finds garbage, litter, trash, rubbish</i>	Included
Continuous Next Hit feature	You can go through all hits without having to go back to the Results List for each chapter	Included
Search Results List	Advance searches lists results in order of relevancy; Quick searches lists results in order as found in the document	Included
Table of Contents expands and links to sections	View and navigate the TOC while also viewing code text and option to view TOC, Document and Search Results at same time	Included
Download text in multiple file choices from the web	Can download into RTF (for MS Word), HTML, TXT, PDF, MOBI and EPUB (can also use copy/paste feature)	Included
Email text in multiple file choices from the web	Can email text RTF (for MS Word), HTML and TXT (actually attaches text, not just a link to the code)	Included
Cross-references hyperlinked	Cross-references to other sections, including Penalty references are hyperlinked	Included
Color Graphics	Yes - if provided in color by the town	Included

Static Links to specific sections can be set	Ability to links to titles, chapter or individual sections in the code	Included
Scrolling tables - static header	The titles of table columns remain visible as you scroll through tables	Included
Limit searches to specific sections	Use TOC feature to limit search to chapters or sections (or expand search to other municipal codes)	Included
Electronic format	Online document flows uninterrupted; no page breaks or page numbers to interrupt the text	Included
Search over 2000 municipal codes	Free access to all codes we publish online; no need to subscribe to any service	Included
Translation into other languages	Apply Google Translate to the Code	Included
Online help features	Use online help features or contact our technical service reps via email or toll-free phone number	Included
OPTIONAL ONLINE SERVICES:		
Archive of prior versions of code online	Prior versions of the code may be hosted online for research and comparison purposes.	
New Ordinance List Service (Advance Legislation Notice)	Ordinances not yet codified listed with link to full text of ordinances(ordinances removed from list once they are codified)	
New Ordinance Notification	Notice posted at beginning of code section with link to ordinance that will amend that section (ordinances removed from code once they are codified)	
Comprehensive Ordinance List	New ordinances added to list of all ordinances codified and remain even after code is updated	
Ordinances History Links within code section histories	As new ordinances are added to the code section history list, links to the original ordinance can be set	

Definition Links	Defined terms in the code can be hyperlinked directly to their definition (See Cary, NC Land Development Ord)	
Searchable version provided	Searchable version of the code can be provided (USB)	

6. PRICING/CONTRACT

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

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

Initial your selections:		Initial
1) Convert existing Valley Zoning Code into our fully searchable online format* This is a onetime cost!	\$495.	_____
*Code to be provided in RTF or MS Word Format (preferably MS Word)		
2) Code hosted on the Internet (annual hosting fee)	\$250./year	_____
3) Supplements of Valley Zoning Code (Includes supplemental updates, edits, printed copies and online code updates)	\$20./page	_____
4) Phone Support		no charge
5) Remote user training session		no charge

Time to Completion:

Number of days until complete Code online 30-60 days

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

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

Transmittal As Offer

The transmittal of this Agreement to Municipality is an offer by Publisher to perform the stated services at the price and upon the terms and conditions referenced above and shall be subject to acceptance by Publisher's receipt of the agreement executed by Municipality no later than July 31, 2024 unless such date is extended in writing by Publisher.

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

CITY OF VALLEY, NEBRASKA

AMERICAN LEGAL PUBLISHING L.L.C.

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____

ORDINANCE NO. 806

AN ORDINANCE TO AMEND EXISTING SECTIONS OF THE CITY OF VALLEY ZONING REGULATIONS RELATING TO STORAGE OF UTILITY TRAILERS; ADDRESSING MICRO-DISTILLERIES; 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:

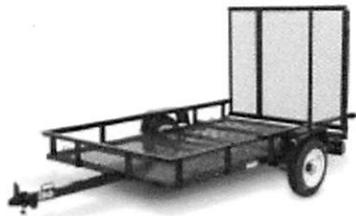
Section 1. Section 2.03 (Definitions) of the City of Valley Zoning Regulations shall be amended as follows:

1. A new defined term should be added as follows:

MICRO-DISTILLERY shall mean a distillery located in Nebraska licensed to distill liquor 10,000 gallons or fewer. *Requires Micro-Distillery License from the Nebraska Liquor Control Commission.*

2. A new defined term should be added as follows:

UTILITY TRAILER shall mean a trailer having a gross weight, including load thereon, of nine thousand pounds or less.



3. The definition of "***YARD, FRONT***" shall be amended to read as follows:

YARD, FRONT shall mean all that area between the front property line and a line drawn along the front face or faces of the principal structure on the property and extending to the side property lines.

Section 2. That existing Section 12.05 of the City of Valley Zoning Regulations is hereby repealed.

Section 3. 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, polygala 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) are allowed but do not count towards the required percentage as stated hereinabove. 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. Accessory Building or Accessory Structure Exception.

- a. An accessory structure or accessory building shall not be subject to the Design Standards for Commercial Areas contained in this Section 12.05 provided that all of the following requirements are satisfied:
 - i. The primary structure has been finalized.
 - ii. The total footprint of all accessory structures/buildings is ten percent (10%) or less than the total footprint of the primary structure.
 - iii. No occupancy shall be allowed in any accessory structure/building.
 - iv. No plumbing or electrical shall be allowed in any accessory structure/building.
 - v. Any accessory structure/building shall only be used for dead storage, to be defined as the safekeeping or holding of warehouse goods; said warehouse goods to be removed at a later date.
 - vi. Any accessory structure/building shall only be used only in connection with the specific commercial use of the lot and shall not be leased or rented to any third party.
 - vii. No accessory structure/building shall be visible from the street.
 - viii. Any accessory structure/building shall be engineered.
 - ix. A conditional use permit must be obtained for any accessory structure/building.

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

13. 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 4. That existing Section 7.02.21 of the City of Valley Zoning Regulations is hereby repealed.

Section 5. That a new Section 7.02.21 is added to the City of Valley Zoning Regulations as follows:

7.02.01 Storage of any boat, boat trailer, camp trailer, recreational vehicle, utility trailer or other vehicle shall not be permitted in any required yard; except that a boat, boat trailer, camp trailer, recreational vehicle, or utility trailer may be placed on concrete, asphaltic concrete surfacing, or on a maintained crushed rock surfacing pad in a side or rear yard. This section applies only to personal storage. For purposes of this Section 7.02.01, “maintained” shall mean covered in not less than one hundred percent (100%) crushed rock, and any such maintained crushed rock surfacing pad shall be counted against any impervious coverage requirements. Any maintained crushed rock surfacing pad must be larger than the footprint of the vehicle or trailer being stored thereon.

Section 6. That the Land Use Categories/Matrix be amended to conform to the above-described amendments.

Section 7. Ordinance shall take effect and be in force after its passage and approval, as provided by law.

Section 8. 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 9. All ordinances, sections, or parts thereof in conflict herewith are hereby repealed.

PASSED AND APPROVED THIS 12TH DAY OF MARCH 2024.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

ATTEST:

Christie Donnermeyer, City Clerk

P.O. Box 682
Valley, NE 68064
Phone: 402-359-2251 Ext. 306
Fax-402-359-2610
www.valleyne.org
Business Hours 9 am - 5 pm M-F



Official Use Only
Planning Meeting Date 12-19-23
 Check Cash Credit Card
Check # 1160 - \$150.⁰⁰

APPLICATION FOR CONDITIONAL USE PERMIT

Date: 12/12/23

Form must be filled out completely before acceptance of this application for processing. Please print.

Property Owner's Name: Sam & Emily Wageman Telephone No. 402-680-8845 Emily
402-681-0589 Sam
Applicants Address: 20909 Garvin Rd. Valley NE Leeward
Applicants Email: emilywageman@gmail.com ; sam@fusionmedstaff.com
Legal Description of Property: Black Horse Farms Lot #1

Lot Size: 6.31 (Sq. Ft. / Acres) Zoning District Transitional Ag

Will use in all other respects conform to the applicable regulations of the district in which it is located? Yes

Will use conform to all other applicable regulations and laws of any governmental jurisdiction? Yes

Will use have adequate water, sewer, and drainage facilities? Yes

Will ingress and egress be so designed as to minimize traffic congestion in the public streets/ roads? Yes

Estimated Cost of Structure \$ 850,000

Applicant Signature Emily Wageman

Enclosed(Y/N) : Site Plan _____ Easements _____ Permit Plans (If Applicable) _____ \$150.00 (Non-Refundable) Fee X

OFFICE USE ONLY

Permit # _____ Permit is: _____ transferable, _____ transferable upon review/renewal

X _____
Chair, Valley Planning Commission

Date: _____ Approved _____ Approved with added condition's _____ Disapproved _____

X _____
Mayor

X _____
City Clerk

I hereby state that that the information submitted on this application is accurate and correct. I recognize that the issuance of this application shall not grant approval to violate any of the provisions of the building codes or zoning ordinances enforced by this jurisdiction, state or federal law; and that this application shall not prevent the building official from requiring site to be in compliance with all applicable code provisions during field inspections.

RESOLUTION NO. 2024-22

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 issue a Conditional Use Permit to Sam and Emily Wageman, 28909 Garvin Road, Valley, Nebraska, to allow a school building in TA Zoning District to be located at:

28909 Garvin Road, Valley, Douglas County Nebraska

WHEREAS, the application for a Conditional Use Permit was considered by the City of Valley's Planning Commission on January 16, 2024, and the Planning Commission recommended that such permit should be issued once the conditions from Douglas County Department of Roads are met, and

WHEREAS, the City Council made certain findings with respect to the proposed conditional use permit, which are set forth in Exhibit "A" attached and incorporated herein by reference and are adopted by the City Council:

NOW THEREFORE BE IT RESOLVED THAT, the City Council of the City of Valley, Douglas County , Nebraska, hereby authorizes the issuance of a Conditional Use Permit to Sam and Emily Wageman at 28909 Garvin Road to allow a school building in TA Zoning District, in the form attached to this Resolution as Exhibit "A", and incorporated herein by this reference, and authorizes Rune van den Boogaart, Zoning Administrator, to execute the Conditional Use Permit for and on behalf of the City.

PASSED AND APPROVED this 12th day of March 2024.

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, City Clerk

CONDITIONAL USE AGREEMENT

WHEREAS, Sam and Emily Wageman have made application for a Conditional Use Permit as provided for by the Zoning Regulations of Valley, Douglas County, Nebraska, which permit would enable the applicant to build a school on land owned by Sam and Emily Wageman described as follows:

BLACKHORSE FARMS LOT 1

WHEREAS, upon stipulated agreement with Sam and Emily Wageman, the City of Valley, Douglas County, Nebraska has agreed to issue such Conditional Use Permit,

THEREFORE, the Governing Body of Valley, Douglas County, Nebraska, herewith issues a Conditional Use Permit to the applicant to build a school building per the following conditions:

1. All building to be done to Group E code.
2. A signed Agreement between property owners and Douglas County Department of Roads needs to be submitted before the Building Permit will be issued.
3. Final/Certificate of Occupancy will not be granted until payment is received by Douglas County Department of Roads for the above-mentioned Agreement.
4. _____.
5. _____.

The undersigned applicants, in consideration of the issuance of the Conditional Use Permit to build a school building, agree to comply with the terms and conditions of such permit and agrees that if there is a material breach of any condition, the Governing Body of Valley, Douglas County, Nebraska, is authorized to revoke such permit.

DATED this _____ day of March 2024.

CITY OF VALLEY,
DOUGLAS COUNTY, NEBRASKA

ATTEST:

Christie Donnermeyer
City Clerk

Rune van den Boogaart
Building/Zoning Admin.

ATTEST:

Witness

Sam Wageman

Witness

Emily Wageman

Upon execution by all parties this document becomes the permit.

Christie Donnermeyer

From: cbouchr@cox.net
Sent: Monday, March 11, 2024 4:52 PM
To: Christie Donnermeyer; John Batcher; Chris TenEyck; Linda Lewis; Bryon Ueckert
Subject: Comments Opposing Approval of the Home School Permit

EXTERNAL EMAIL

Good Afternoon Friends

I see that the Wageman family's application for a Conditional Use Permit for construction of an \$850,000 school building on their property is now being considered for approval by our City Council.

I believe the City Council **should not approve** this application, instead returning it to the Planning Commission with recommendation they abandon their earlier findings in favor of receipt of an amended application from the family.

The school appears to qualify as an Exempt School as allowed under Chapter 13 of Title 92 (Rule 13). Rule 13 allows for exemption of home schools from state approval and accreditation requirements "...when such schools elect, pursuant to Section 79-1601 R.R.S., not to meet those requirements because they (i) would violate the sincerely held religious beliefs of the parents or legal guardians or (ii) interfere with the decisions of the parents or legal guardians in directing their child's education."

The 15 pages of Rule 13 provide only the State's requirements for parents to apply for their children to be exempt from attending an Accredited public or private school in their school district.

Rule 13 provides no other regulations for a home school, especially a co-op home school, other than instructions to help home school families avoid truancy laws violations. Rule 13 provides no school building construction and operation requirements. The only building defined in Rule 13 is "Residence" where the child/children live 24/7.

While the City of Valley has no interest (nor should it) in supporting or denying a permit for construction of an Exempt School building, it must, as the lone permitting authority, review the project as if City will assume the full financial and other risks to our City and its inhabitants from allowing this project to proceed. No other federal or state agency, and not Douglas County, will be reviewing the proposed school to ensure it meets the gamut of health and safety codes and standards required to protect life and property in our community.

Chapter 10 of Title 92 (Rule 10) sets out all the requirements for a fully accredited public school in over 214 pages of law. Rule 14 provides the regulations governing private accredited schools, also setting safety and health standards for the buildings, staff and kids. These form the basis for approvals of a properly safe and well-run school in Nebraska.

I believe that the City, in its proper due diligence role, is obligated to require the applicant to follow applicable parts of Rule 10 or Rule 14 Accredited Schools to ensure nothing is missed. I recommend the following:

- 1) 1. The Wageman family should be required to return to the Planning Commission with a revised proposal that would provide additional information for the City to be properly informed enough to evaluate the risks to the City and our residents.

- 2) 2. This would require at minimum that the family engage the services of a Nebraska Registered Architect/Engineer, one experienced in the successful design and construction of accredited public and/or private school buildings as specified under Rule 10 or Rule 14.
- 3) 3. This A/E will know by education and experience all the applicable codes and standards, calculations, studies, etc. for a successful school building project in Nebraska, thereby simplifying our City Engineer's Permit review and approval and reducing uncertainty for the applicant.
- 4) 4. This A/E will provide a building design and prepare an Estimate of Probable Cost. This will enable the family to look at their ability to fund such a project and to assure the City they will be able to avoid unanticipated costs and unfinished construction.

I believe this course is the only prudent one for the City.

Respectfully submitted for the Record,

Jim Boucher, P.E. Emeritus,

120 E Hudspith St.,

Valley, NE 68064

402-720-0711

March 7, 2024

Mayor and City Council
CITY OF VALLEY
203 Spruce Street
Valley, NE 68064

Re: 2022 Water System Improvements
Water Treatment Plant Filter Media Replacement
OPCE Project No. 23-42

Dear Mayor and Council:

Work on the above project contract is complete. We have reviewed the work and determined that the project is complete and is in accordance with the Contract Documents. Therefore, we are recommending acceptance of the work and closeout of the project.

Enclosed please find the following closeout documents:

1. Change Order No. 3, to Neuvirth Construction, in the amount of \$1,525.00. This change order covers the cost of making repairs to the control column in the filter room. This change order also establishes the final contract price for the work at \$320,193.30.
2. Application for Payment No. 5 (Final), from Neuvirth Construction, in the amount of \$17,458.41.
3. Certificate of Substantial Completion, dated March 1, 2024. This establishes the beginning of the 2-year warranty on the project.
4. Contractor's Affidavit of Payment of Debts and Claims.
5. Consent of Contractor's Surety Company to Final Payment.

Please let us know if you have any questions regarding the above.

Sincerely,

OLMSTED & PERRY CONSULTING ENGINEERS INC.



James J. Olmsted, P.E.

Enclosures

Change Order No. 3

Date of Issuance: March 5, 2024 Effective Date: March 5, 2024
 Owner: CITY OF VALLEY Engineer: OLMSTED & PERRY CONSULTING ENGINEERS INC.
 Contractor: NEUVIRTH CONSTRUCTION CO. Contractor's Project No.: 1
 Project: 2022 Water System Improvements
 Contract Name: Filter Media Replacement Improvements
 Owner's Contract No.: 1 Engineer's Project No.: 23-42

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

Description:

Welding Repairs in Control Column: \$1,525.00

Attachments: *[List documents supporting change]* ATTACHMENT NO. 1 TO CHANGE ORDER NO. 3

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$254,800.00	Original Contract Times: Substantial Completion: <u>6/30/2023</u> Ready for Final Payment: <u>7/31/2023</u> days or dates
Increase (Decrease) from previously approved Change Orders No. 1 to No. 2 : \$63,868.30	Increase (Decrease) from previously approved Change Orders No. 1 to No. 2 : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$318,668.30	Contract Times prior to this Change Order: Substantial Completion: <u>12/1/2023</u> Ready for Final Payment: <u>12/15/2023</u> days or dates
Increase (Decrease) of this Change Order: \$1,525.00	Increase (Decrease) of this Change Order: Substantial Completion: <u>92</u> Ready for Final Payment: <u>77</u> days or dates
Contract Price incorporating this Change Order: \$320,193.30	Contract Times with all approved Change Orders: Substantial Completion: <u>3/1/2024</u> Ready for Final Payment: <u>3/1/2024</u> days or dates

RECOMMENDED:

By:  By: _____
 Engineer Owner

Title: James J. Olmsted, P.E. Title: Cindy Grove, Mayor

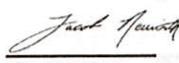
Date: 1-Mar-24 Date: 12-Mar-24

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

ACCEPTED:

By: _____ By:  By: _____
 Owner Contractor

Title: Cindy Grove, Mayor Title: Jacob Neuvirth

Date: 12-Mar-24 Date: 3/6/24

ACCEPTED:

Digitally signed by Jacob Neuvirth
 DN: C=US, E=jacob@neuvirth.com,
 O=Neuvirth Construction, CN=Jacob
 Neuvirth
 Date: 2024.03.06 08:14:10 -0600

John Batcher, Council President

Linda Lewis, Council Member

Bryon Ueckert, Council Member

Chris TenEyck, Council Member

ATTEST:

Christie Donnermeyer, City Clerk

Contractor's Application For Payment No. 5

To (Owner):	City of Valley	Application Period:	2/1/2024	3/5/2024	Application Date:	3/6/2024
Contractor	Neuvirth Construction Inc	PROJECT NAME			Invoice Number	0823 5
Address	7386 county road P35 Blair Ne. 68008	Valley Filter Media Replacement			Via (Engineer)	
Project Number	0823				Engineer's Project No.:	

Change Order Summary

Approved Change Orders		
Number	Additions/Deductions	Description
1	\$ 31,181.88	Replace Actuator Pumps
2	\$ 15,590.12	Pump Out Backwash Tank
3	\$ 6,691.41	Digital Input Module
4	\$ (8,450.00)	Strainer Nozzle Deduct
5	\$ 18,854.89	Replace Inlet Valves
6	\$ 1,525.00	Welding Repair
7	\$ -	
8	\$ -	
9	\$ -	
10	\$ -	
TOTALS	\$ 65,393.30	
NET CHANGE BY	\$ -	
CHANGE ORDERS	\$ 65,393.30	

1. ORIGINAL CONTRACT PRICE	\$ \$	254,800.00
1a. Overage Not by Change Order		
2. Net change by Change Orders	\$ \$	65,393.30
3. CURRENT CONTRACT PRICE (Line 1±1a± 2)	\$ \$	320,193.30
4. TOTAL COMPLETED AND STORED TO DATE (Column G+J on Progress Estimate)	\$ \$	320,193.30
5. RETAINAGE:		
a. 0% <input checked="" type="checkbox"/> Override	Work Completed	\$ \$ -
b. 0% <input checked="" type="checkbox"/> Override	Stored Materials	\$ \$ -
c. Retainage (Line 5a + Line 5b)		\$ \$ -
d. Previous retainage		\$ \$ -
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c-Line 5d)	\$ \$	320,193.30
7. LESS PREVIOUS PAYMENTS	\$ \$	302,734.89
8. AMOUNT DUE THIS APPLICATION	\$ \$	17,458.41
9. BALANCE TO FINISH (Column O on Progress Estimate)	\$ \$	-
10. FINAL APPLICATION FOR Payment	\$	\$17,458.41

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: 2024.03.07 06:21:57-06'00'

By: _____ Date: _____

Payment of: \$ 17,458.41

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

is recommended by: *J. Perry*
 Olmsted & Perry Consulting Engineers

(Engineer)

3-7-24

(Date)

Payment of: \$ 17,458.41

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

is approved by: City of Valley

(Owner)

(Date)

Approved by: _____

Funding Agency (if applicable)

(Date)

Labor & Equipment

Materials

Tax

Tax Exempt

Progress Estimate

Contractors Application

5

Job Name		Valley Filter Media Replacement				Invoice Number:		0823 5		Neuvirth Construction Inc				
Application Date		3/6/2024				Application Period:		2/1/2024		3/5/2024				
Owner		City of Valley				C	CC	D	E	F	G	H	I	J
Item		Bid	Overrun	Unit	Bid	Work Completed				Materials	Completed and Stored to Date		Balance to Finish	Materials
Bid Item No.	Description	Quantity	Quantity	Price	Value	From Previous Application	Overrun This Period	Quantity this Period	Value this Application	Presently Stored	(C + E + F)	(G / B)	(B - G)	Incorp. This Application
1	Filter Media Removal	1	0.00	\$ 201,750.00	\$ 201,750.00	\$ 201,750.00	\$ -	0.00		\$ -	\$ 201,750.00	100.00%	\$ -	\$ -
2	Filter Media Installation	1	0.00	\$ 40,250.00	\$ 40,250.00	\$ 40,250.00	\$ -	0.00		\$ -	\$ 40,250.00	100.00%	\$ -	\$ -
3	Testing	1	0.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	0.00		\$ -	\$ 4,000.00	100.00%	\$ -	\$ -
4	Replace Strainer Nozzle	100	0.00	\$ 88.00	\$ 8,800.00	\$ 8,800.00	\$ -	0.00		\$ -	\$ 8,800.00	100.00%	\$ -	\$ -
	CO1- Replace Actuator Pumps	1	0.00	\$ 31,181.88	\$ 31,181.88	\$ 31,181.88	\$ -	0.00		\$ -	\$ 31,181.88	100.00%	\$ -	\$ -
	CO2- Pump Out Backwash Tank	1	0.00	\$ 15,590.12	\$ 15,590.12	\$ 15,590.12	\$ -	0.00		\$ -	\$ 15,590.12	100.00%	\$ -	\$ -
	Pump Water to Place Media	0	0.00	\$ -	\$ -	\$ -	\$ -	0		\$ -	\$ -	0	\$ -	\$ -
	CO3- Digital Input Module	1	0.00	\$ 6,691.41	\$ 6,691.41	\$ 6,691.41	\$ -	0.00		\$ -	\$ 6,691.41	100.00%	\$ -	\$ -
	Replace Strainer Nozzle Duct	1	0.00	\$ (8,450.00)	\$ (8,450.00)	\$ (8,450.00)	\$ -	0.00		\$ -	\$ (8,450.00)	100.00%	\$ -	\$ -
	Replace Inlet Valves	1	0.00	\$ 18,854.89	\$ 18,854.89	\$ 18,854.89	\$ -	0.00		\$ -	\$ 18,854.89	100.00%	\$ -	\$ -
	Welding Repair	1	0.00	\$ 1,525.00	\$ 1,525.00	\$ -	\$ -	1.00	\$ 1,525.00	\$ -	\$ 1,525.00	100.00%	\$ -	\$ -
Original Contract Total					\$ 254,800.00	\$ 318,668.30		\$ 1,525.00	\$ -	\$ 320,193.30	125.66%	\$ -	\$ -	
Net Increase/Decrease Total					\$ -									
C/O Total					\$ 63,393.30									

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	CITY OF VALLEY	Owner's Contract No.:	1
Contractor:	NEUVIRTH CONSTRUCTION CO.	Contractor's Project No.:	1
Engineer:	OLMSTED & PERRY CONSULTING ENGINEERS INC.	Engineer's Project No.:	Project No 23-42
Project:	2022 Water System Improvements	Contract Name:	Filter Media Replacement Project

This final Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

March 1, 2024
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

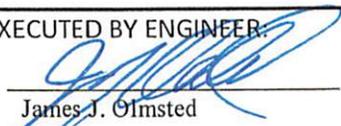
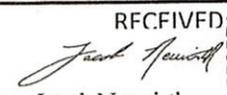
Amendments to Owner's responsibilities: None
 As follows

Amendments to Contractor's responsibilities: None
 As follows:

The following documents are attached to and made a part of this Certificate:

N/A

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

<p>EXECUTED BY ENGINEER:</p> <p>By: <u></u> James J. Olmsted</p> <p>Title: <u>Engineer</u></p> <p>Date: <u>March 1, 2024</u></p>	<p>RECEIVED:</p> <p>By: <u>Cindy Grove</u></p> <p>Title: <u>Mayor</u></p> <p>Date: <u>March 12, 2024</u></p>	<p>RECEIVED:</p> <p>By: <u></u> Jacob Neuvirth</p> <p>Title: <u>Owner</u></p> <p>Date: <u>3/6/24</u></p>
---	--	---

Digitally signed by Jacob Neuvirth
DN: C=US, E=jacob@neuvirth.com,
O=Neuvirth Construction, CN=Jacob
Neuvirth
Date: 2024.03.06 09:15:50 -0500



Affidavit of Payment

Submitting Party
Neuvirth Construction Inc.

Submitted To
Jim Olmstead

Address:
7386 County RD P35
Blair, NE 68008

Address: Olmsted and Perry
12100 W Center Rd Suite 803,
Omaha, NE 68114

Phone: 402-455-2255
Email: tony@neuvirth.com

Phone: 402-399-8552
Email: jimo@olmstedperry.com

Project
Name: 2022 Water System Improvements Water Treatment Plant Filter Media Replacement

Address: 5002 North 270th Street Valley, NE 68064

Description of Work

Labor, Material, and/or Services Provided: Remove, clean, and replace the water filter media.
Replace inlet valves and actuators, welding repairs to interior tank

The undersigned Submitting Party hereby swears that payment has been received in full for the Description of Work on the above identified Project.

Further, the Submitting Party swears that they have made all required payments to all subcontractors, suppliers, or other parties with whom they have contracted to perform any labor, material, and/or services on the project.

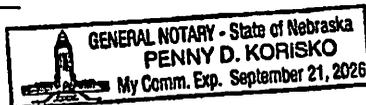
Sworn to and subscribed before me
this 6 day of March, 2024

[Signature]
Notary Public

Signed:
[Signature]
Jacob Neuvirth (Print)
President (Title)
(Company)
(Date)

Commission Expires: 9-21-26

State of Nebraska
County of Sarpy



**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

(Instructions on reverse side)

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

Bond No. 7448692

TO OWNER:
(Name and address)

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

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Water System Improvements

CONTRACT DATED:

PROJECT:
(Name and address) 2022 Water System Improvements
Water Treatment Plant Filter Media Replacement

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Old Republic Surety Company
18650 W. Corporate Drive, Suite 107
Brookfield, WI 53045

, SURETY,

on bond of
(Insert name and address of Contractor)

Neuvirth Construction, Inc.
7386 County Road P35
Blair, NE 68008

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

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

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 6th day of March, 2024.
(Insert in writing the month followed by the numeric date and year)

Old Republic Surety Company
(Surety)

(Signature of authorized representative)

Jacqueline L. Drey / Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):

(Signature)





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: DAVID A. DOMINIANI, MAURA P. KELLY, JOAN LEU, SHARON K. MURRAY, JACQUELINE L DREY, KEVIN J STENGER, DUSTIN COOPER of OMAHA, NE

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 26th day of March, 2020.

Karen J. Hafner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 26th day of March, 2020, personally came before me, Alan Pavlic and Karen J Hafner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-2658
ORSC 22262 (3-06)



Signed and sealed at the City of Brookfield, WI this 6th day of March, 2024.

Karen J. Hafner
Assistant Secretary

John Batcher, Council President

Linda Lewis, Council Member

Bryon Ueckert, Council Member

Chris TenEyck, Council Member

ATTEST:

Christie Donnermeyer, City Clerk

Contractor's Application For Payment No. 6

To (Owner):	City of Valley	Application Period:	12/1/2023	2/29/2024	Application Date:	2/28/2024
Contractor	Neuvirth Construction Inc	PROJECT NAME			Invoice Number	1023 6
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)	\$ \$	1,015,538.18
5. RETAINAGE:		
a. 5% <input checked="" type="checkbox"/> Override	Work Completed	\$ \$ 11,941.35
b. 5% <input checked="" type="checkbox"/> Override	Stored Materials	\$ \$ -
c. Retainage (Line 5a + Line 5b)		\$ \$ 11,941.35
d. Previous retainage		\$ \$ 38,835.56
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c-Line 5d)	\$ \$	964,761.27
7. LESS PREVIOUS PAYMENTS	\$ \$	699,040.01
8. AMOUNT DUE THIS APPLICATION	\$ \$	265,721.26
9. BALANCE TO FINISH (Column O on Progress Estimate)	\$ \$	178,740.96
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: 2024.03.08 07:10:42-06'00'

By: _____ Date: _____

Payment of: **\$ 265,721.26**
 (Line 8 or other - attach explanation of other amount)

is recommended by: *Jacob Neuvirth* **3-8-24**
 (Engineer) (Date)

Payment of: **\$ 265,721.26**
 (Line 8 or other - attach explanation of other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ (Date)

Funding Agency (if applicable) _____ (Date)

Labor & Equipmen \$ 106,834.25 Materials \$ 148,492.53 Tax \$ 10,394.48

Progress Estimate

Contractors Application

6

Job Name		Valley Backwash Recovery				Invoice Number:		1023 6		Neuvirth Construction Inc					
Application Date		2/28/2024				Application Period:		12/1/2023	2/29/2024						
Owner		City of Valley				C	CC	D	E	F	G	H	I	J	
Item						Work Completed				Materials	Completed and Stored to Date		Balance to Finish	Materials	
Bid Item No.	Description	Bid Quantity	Overrun Quantity	Unit Price	Bid Value	From Previous	Overrun	Quantity this	Value this	Materials Presently Stored	Completed and Stored to Date		Balance to Finish (B - G)	Materials Incorp. This Application	
						Application	This Period	Period	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	\$ -	6.68	\$ 1,402.69	\$ -	\$ 14,284.65	100.00%	\$ 0.00	\$ -	
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	\$ 515,000.00	\$ -	0.04	\$ 22,424.36	\$ -	\$ 537,424.36	100.00%	\$ 0.00	\$ -	
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	\$ 77,000.00	\$ -	0.00		\$ -	\$ 77,000.00	96.59%	\$ 2,718.80	\$ -	
10	Pump Skid	1	0.00	\$ 318,979.92	\$ 318,979.92	\$ 75,000.00	\$ -	0.67	\$ 215,000.00	\$ -	\$ 290,000.00	90.91%	\$ 28,979.92	\$ -	
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	\$ 776,711.13		///////	\$ 238,827.05	\$ -	\$ 1,015,538.18	88.76%	\$ 127,964.06	\$ -	
Net Increase/Decrease Total					\$ -										
C/O Total					\$ (606.84)										

Bryon Ueckert, Council Member

Chris TenEyck, Council Member

ATTEST:

Christie Donnermeyer, City Clerk

Contractor's Application for Payment

Owner: <u>City of Valley, Nebraska</u>	Owner's Project No.: <u>n/a</u>
Engineer: <u>EAGLE ENGINEERING GROUP</u>	Engineer's Project No.: <u>22-64</u>
Contractor: <u>Vrba Construction Inc.</u>	Contractor's Project No.: <u>n/a</u>
Project: <u>Ginger Cove Lift Station No. 3 Upgrades</u>	
Contract: <u>Ginger Cove Lift Station No. 3 Upgrades, Valley, NE</u>	
Application No.: <u>2</u>	Application Date: <u>3/6/2024</u>
Application Period: From <u>4/28/2023</u> to <u>2/29/2024</u>	

1. Original Contract Price	\$ <u>61,505.00</u>
2. Net change by Change Orders	\$ <u>-</u>
3. Current Contract Price (Line 1 + Line 2)	\$ <u>61,505.00</u>
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ <u>43,341.00</u>
5. Retainage	
a. <u>10%</u> X \$ <u>43,341.00</u> Work Completed	\$ <u>4,334.10</u>
b. <u>10%</u> X \$ <u>-</u> Stored Materials	\$ <u>-</u>
c. Total Retainage (Line 5.a + Line 5.b)	\$ <u>4,334.10</u>
6. Amount eligible to date (Line 4 - Line 5.c)	\$ <u>39,006.90</u>
7. Less previous payments (Line 6 from prior application)	\$ <u>13,102.20</u>
8. Amount due this application	\$ <u>25,904.70</u>
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ <u>18,164.00</u>

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:** 3/6/2024

Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: <u>Project Manager</u>	Title: <u>Mayor</u>
Date: <u>3/7/2024</u>	Date: <u>3/12/2024</u>
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

RESOLUTION NO. 2024 – 21

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 Twenty-five Thousand Seven Hundred Forty-one and 91/100 dollars (\$25,741.91) is due to **Thompson Construction, Inc.** pursuant to Contractor's Application for Payment No. 4, as submitted by Eagle Engineering Group, Engineers for the City of Valley; and

WHEREAS, the sum of Three Thousand Eight Hundred Eighty-four and 78/100 dollars (\$3,884.78) 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 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 Twenty-five Thousand Seven Hundred Forty-one and 91/100 dollars (\$25,741.91) as payment due pursuant to Contractor's Application for Payment No. 4 dated March 6, 2024, for **Stillwater Lake, Phase 2** – Water Main, Sanitary Sewer, and Street Paving improvements.
2. United Republic Bank is hereby authorized and directed to disburse to the **City of Valley** the sum of Three Thousand Eight Hundred Eighty-four and 78/100 dollars (\$3,884.78) as payment due for Stillwater, L.L.C. Lake **Phase 2**/engineer fees.

PASSED AND APPROVED THIS 12th DAY OF MARCH 2024.

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 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>4</u>	Application Date: <u>3/6/2024</u>
Application Period: From <u>2/26/2024</u> to <u>2/29/2024</u>	

1. Original Contract Price	\$ <u>378,881.00</u>
2. Net change by Change Orders	\$ <u>(14,979.50)</u>
3. Current Contract Price (Line 1 + Line 2)	\$ <u>363,901.50</u>
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ <u>363,901.50</u>
5. Retainage	
a. <u>0%</u> X \$ <u>363,901.50</u> Work Completed	\$ <u>-</u>
b. <u>0%</u> X \$ <u>-</u> Stored Materials	\$ <u>-</u>
c. Total Retainage (Line 5.a + Line 5.b)	\$ <u>-</u>
6. Amount eligible to date (Line 4 - Line 5.c)	\$ <u>363,901.50</u>
7. Less previous payments (Line 6 from prior application)	\$ <u>338,159.59</u>
8. Amount due this application	\$ <u>25,741.91</u>
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ <u>-</u>

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:** 3/6/2024

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

Owner:	City of Valley
Engineer:	EAGLE ENGINEERING GROUP
Contractor:	Thompson Construction Inc.
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.: 4 **Application Period:** **From** 02/26/24 **to**

A	B	C	D	E
Bid Item No.	Description	Item Quantity	Contract Information	
			Units	Unit Price (\$)
1	Site Preparation / Mobilization	1.00	LS	8,
2	Construct 8"Dia. D.I.P. CL 350 Water Main	1,142.00	LF	
3	Install Tracer Wire	1,142.00	LF	
4	Connect to Exg. 8"Dia. Water Main	1.00	EA	
5	Install 8"Dia. MJ 45 Deg Bend & Block	6.00	EA	
6	Install 8x6"Dia. MJ Tee & Block	1.00	EA	
7	Install 8x6"Dia. MJ Swivel Tee & Block	3.00	EA	
8	Install 6"Dia. MJ Swivel Tee & Block	1.00	EA	
9	Install Fire Hydrant Assembly	4.00	EA	7,
10	Install 8"Dia. Cap & Block	1.00	EA	
11	Install 6"Dia. Cap & Block	1.00	EA	
12	Install 8"Dia. R.S. Gate Valve W/ Valve Box	2.00	EA	2,
13	Construction Staking	1.00	ALW	8,
14	Trench Compaction Testing	1.00	ALW	5,
15	Connect to Exg. Sanitary Manhole	1.00	EA	
16	Construct 10"Dia. PVC SDR 35 Sanitary Sewer	1,038.00	LF	
17	Construct 8"Dia. PVC SDR 35 Sanitary Sewer	193.00	LF	
18	Construct 6"Dia. PVC SDR 26 Sanitary Sewer	957.00	LF	
19	Construct 54"ID Sanitary Manhole Incl. Liner/Coating	32.00	VF	1,
20	Perform CCTV Pipeline Inspection	1,225.00	LF	
21	Dewatering - Sanitary Sewer	1,225.00	LF	
22	Construct 10x6"Dia. Wye Branch	26.00	EA	
23	Construct 8"Dia. Stub-Out and Cap	1.00	EA	
24	Construct 10"Dia. Stub-Out and Cap	1.00	EA	
25	Construct 18"Dia. RCP Class III Storm Sewer	210.00	LF	
26	Construct 18"Dia. RC Flared End Section (w/ Grate)	1.00	EA	3,
27	Install Type 'C' Rip Rap W/ Eng. Fabric	5.00	TON	
Original Contract				
28	Change Order No. 1	1.00	LS	(14,



Eagle Engineering Group LLC

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

INVOICE

INVOICE DATE: 3/6/2024
INVOICE NO: 2131
BILLING THROUGH: 3/1/2024

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

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 - Construction Engineering - Project Representative	\$21,635.00	100.00	\$21,635.00	\$20,553.25	\$1,081.75
23-38 - Project Closeout	\$2,730.00	100.00	\$2,730.00	\$0.00	\$2,730.00
TOTAL	\$24,365.00		\$24,365.00	\$20,553.25	\$3,811.75

EXPENSES

EXPENSE	DESCRIPTION	AMOUNT
Mileage:	IRS Mileage	\$73.03
TOTAL EXPENSES		\$73.03
SUBTOTAL		\$3,884.78
AMOUNT DUE THIS INVOICE		\$3,884.78

This invoice is due on 4/5/2024