

AGENDA
VALLEY CITY COUNCIL
July 9, 2024 7:00 PM

Anyone desiring to speak on any item on the Agenda is invited to do so during the visitor/correspondence section but will be limited to three minutes. After being recognized by the Mayor, please state your name and address for the record. Anyone desiring to speak for a longer period of time should make arrangements with the City Clerk prior to the meeting. A person wishing to speak during the business portion of the meeting must complete a City Council Agenda Request form. This form is available on the City's website and must be completed and submitted no later than 5:00 p.m. on the Thursday preceding any City Council meeting.

--A copy of the Open Meetings Act is located on the north wall of the Council Chamber—

The Mayor and Council reserve the right to adjourn into executive session on any agenda item per Nebraska Revised Statutes 84-1410.

One copy of all reproducible written material to be discussed at this meeting is available for examination or copying.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Proof of Publication**

5. **Visitors/Correspondence**

- Boucher, J email dated 06/24/2024 re: dangerous and nuisance property

6.

Anyone desiring to speak on any item or issue not on the agenda or any item on the agenda that does not include a public hearing may do so; but shall be limited to three (3) minutes. Persons should identify themselves by name and address. Persons speaking should not expect the Council to engage in back-and-forth dialogue regarding their comments. Unless an agenda item includes a public hearing, no person may speak during the business portion of the meeting; provided, however, persons speaking during a public hearing are limited to between five (5) and twenty (20) minutes.

The public is advised that a copy of the Open Meetings Act is located on the north wall of the Council Chamber, and one copy of all reproducible written material to be discussed at this meeting is available for examination or copying.

7. **Approval of Agenda**

8. **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.

8.A. Approve Minutes of June 11, 2024 City Council meeting and June 25, 2024 Special City Council Meeting

8.B. Approve Treasurer's Report

8.C. Approve invoices and additional invoices presented for payment

8.D. Approve June Payroll \$115,759.25 and IRA \$4,023.44

8.E. Accept June Keno Receipts \$7,818.44

8.F. Accept PeopleService Inc., Report

8.G. Accept minutes and/or statistics of the following boards and/or committees:

- June Library statistics
- June 20 Cemetery minutes
- May 14 Community Development Agency Minutes

8.H.

8.I. Approval of the following appointments:

- Greg Sunde - Planning Commission

8.J.

9. **Recognition** of Gerri Nordell for her service to the Cemetery Board.

10. **Oath of Office** - Chief of Police Bobby Martinez

11. **2024 Cornhusker State Games Triathlon** - Eric Moser - reminder of the triathlon to be held at Mallard Landing on Sunday, July 14 from 6:00 a.m. to Noon.

12. **270th & Maple** - request to end discussion of this project by Jim Thiessen, Jr.

13. **Approval of request** by Valley Days for:

- to use city property at 2nd & Locust for fireworks display
- street closures for Valley Days events see attachment
- public works employee during the parade on August 10 from 11:00 a.m. - 12:30 p.m.

- 14.
15. **Approval of Kennel License** request from Linda Bogatz.
16. **Approval of** waiver of site design standards for 29304 Garvin Road
17. **Approval of Resolution No. 2024-38** - League Association of Risk Management (LARM) property and causality insurance 2024-2025 Renewal Resolution and term commitment.
18. **Approval of** meeting procedures.
19. **City Park** - review of bids received and award of contract
20. **Public Hearings:**
 - 20.A. **Resolution No. 2024-39** OSC Valley Meigs 1, LLC c/o Access Property Management (Valley Landing) consideration and approval of Redevelopment Plan
 - Open Public Hearing
 - Close Public Hearing
 - Resolution No. 2024 - 39
 - 20.B.
 - 20.C. **Motion to recess as Valley City Council and reconvene as Community Development Agency**
 - 20.D. **Ordinance No. 814** OSC Valley Meigs 1, LLC c/o Access Property Management (Valley Landing) approval of Rezoning
 - Open Public Hearing
 - Close Public Hearing
 - Ordinance No. 814
 - 20.E.
 - 20.F. OSC Valley Meigs 1, LLC c/o Access Property Management (Valley Landing) approval of Final Plat
 - Open Public Hearing
 - Close Public Hearing
 - Motion to approve final plat
 - 20.G.
21. **Approval** of Valley Landing Subdivision Agreement and Agreement for ILOC
 - Motion to approve subdivision agreement
 - Motion to approve agreement for ILOC
- 22.

23. **Public Hearings:**

23.A. Bailey Property Investments LLC (Valley Lakes Business Park) approval of Final Plat

- Open Public Hearing
- Close Public Hearing
- Motion to approve final plat

23.B.

24. **Approval** of Valley Lakes Business Park Subdivision Agreement and Agreement for Escrow of Security Fund

- Motion to approve Subdivision Agreement
- Motion to approve Agreement for Escrow of Security Fund

25.

26. **PeopleService** - update

27. **City Engineer**

27.A. Meigs Street Dowel Bar Retrofitting and Diamond Grinding

27.A.1. Approval of Resolution No. 2024-40 for payment of Contractor's Application for Payment No. 1 in the amount of \$197,153.82 to Iowa Civil Contracting, Inc.

27.B. Maple Road & 270th Street HMA Overlay & Ginger Woods HMA Base Widening & Overlay

27.B.1. Approval of Resolution No. 2024-41 for payment of Contractor's Application for Payment No. 2 in the amount of \$347,734.29 to Western Engineering Company, Inc.

27.C. Val-Haven (Southwest No. 2) and Ginger Woods No. 2 Lift Station Improvements

27.C.1. Approval of Resolution No. 2024-42 for payment of Contractor's Application for Payment No. 2 in the amount of \$63,189.90 to Vrba Construction Inc.

27.D. Stillwater Phase 1 - Paving Improvements

27.D.1. Approval of Change Order No. 1 (final) for a decrease in the amount of \$11,770.25 from NL&L Concrete Inc. for paving and storm sewer improvements

27.D.2. Approval of Resolution No. 2024-43 for payment of Contractor's Application for Payment No. 3 in the amount of \$41,371.88 to NL&L Concrete, Inc. and for reimbursement to the City of Valley for engineering fees in the amount of \$1,978.91

27.E. Valley Lakes Business Park

27.E.1. Approval to advertise for bids

27.F. Information and Other/Miscellaneous Projects:

- Ginger Cove Lift Station No. 3 Upgrades
- FY24 Concrete Street Repairs

27.G.

28. **City Attorney**

29. **Mayor's Report**

30. **Upcoming Items**

- Planning Commission: July 16, 2024, 4:30 p.m.
- Valley Days Planning Meeting: July 16, 2024, 7:00 p.m.
- Cemetery - 48 State Tour preservation workshop July 22, 2024.

31. **Adjourn**

I. CD - NOTICE OF MTG - REDEVELOPMENT PLAN - 7/9/24 (CITY OF VALLEY)

**NOTICE OF PUBLIC HEARING
CITY COUNCIL
CITY OF VALLEY, NEBRASKA**

It is hereby given by the Mayor and Council of the City of Valley, Nebraska that will be held on **Tuesday, July 9, 2024, at 7:00 p.m.**, in the **Council Room City Hall, 203 North Spruce Street, Valley, Nebraska**. The purpose of the public comment prior to the City Council's consideration of a resolution of the **Redevelopment Plan** prepared by OSC Valley Meigs 1, LLC, a Nebraska limited liability company, and OSC Valley Meigs 2, LLC, a Nebraska limited liability company, and Omnicorp Nebraska limited liability company for the below-described area of the City. The area has previously been declared as blighted and substandard and in need of pursuant to the Community Development Law, Chapter 18, Article 21, Reissue of Nebraska, as amended, that is the subject of the Redevelopment Plan and of the public hearing is as follows:

Government Lots One (1) & Two (2) and the South Half of the Northeast Quarter (S1/2) of Section 6, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Northwest corner of the Northeast Quarter (NE1/4) of said Section 6; thence South bearings referenced to the Douglas County Low Distortion Coordinate System) for 100.00 feet along the North line of the NE1/4 of said Section 6; thence South 00°05'48" East for a North 89°41'45" East for 506.20 feet to the West right of way of N. 264th Street; thence South 24°34" East for 260.02 feet; thence South 35°10'41" East for 260.24 feet; thence East for 358.07 feet; thence on a curve to the Right (having a radius of 944.98 feet bearing South 20°54'58" East for 708.56 feet) for an arc length of 724.15 feet; thence South 02°22' West for 261.41 feet; thence South 89°57'38" East for 39.86 feet to the East line of said Section 6; thence South 01°00'44" West for 933.29 feet along the East line of Section 6 to the Southeast corner thereof; thence South 89°38'11" West for 100.00 feet along the South line of the NE1/4 of said Section 6; thence North 01°03'27" East for 100.00 feet; thence South 89°50'42" West for 1065.90 feet; thence North 01°01'59" East for 1310.31 feet; thence South 89°50'42" West for 35.41 feet; thence South 01°05'56" West for 1310.43 feet; thence East for 45°52' West for 33.10 feet to the West line of the NE1/4 of said Section 6; thence East for 1343.83 feet along the West line of the NE1/4 of said Section 6 to the Point of Beginning.

THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6; thence North 89°38'11" West (assumed bearings) for 1554.64 feet on the South line of the Northeast Quarter of said Section 6; thence North 01°03'27" East for 100.00 feet; thence North 89°50'51" East for 1509.52 feet to the West right of way of N. 264th Street; thence on a curve to the Right (having a radius of 944.98 feet and a long chord bearing South 01°38'26" East for 88.36 feet) for 100.00 feet on said West right of way line; thence South for 261.41 feet continuing on said West right of way line; thence North 01°03'27" East for 100.00 feet to the East line of the Northeast Quarter of said Section 6; thence South 01°00'44" West for 933.29 feet to the Point of Beginning. CONTAINS 45.222 ACRES.

Parties shall be afforded a reasonable opportunity to express their views at the public hearing on the proposed redevelopment plan. A copy of the proposed Redevelopment Plan, and an associated map showing the area covered by the Redevelopment Plan, and an associated map is available at Valley City Hall.

Christie Donnermeyer, Valley City Clerk

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 2 consecutive weeks on:

6/20/24 6/27/24

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 \$164.32 Jason W Huff

Additional Copies \$ _____ Subscribed in my presence and sworn to before

Filing Fee \$ _____ me this JUNE 27 2024

Total \$164.32 Nicole M Palmer

Notary Public in and for Douglas County, State of Nebraska

**NOTICE OF MEETING
CITY OF VALLEY
Tuesday, July 9, 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, July 9, 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. **OSC Valley Meigs 1, LLC c/o Access Property Management (Valley Landing):**
• Consideration of Redevelopment Plan (see separate published notice)
2. **OSC Valley Meigs 1, LLC c/o Access Property Management (Valley Landing):**
• Consider approval of Rezoning
3. **OSC Valley Meigs 1, LLC c/o Access Property Management (Valley Landing):**
• Consider approval of Final Plat
4. **Bailey Property Investments LLC (Valley Lakes Business Park):**
• Consider approval of Final Plat

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

Christie Donnermeyer, City Clerk

6/28

ZNEZ

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

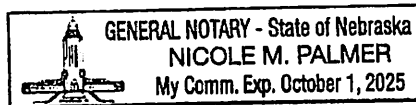
UNITED STATES OF AMERICA,
The State of Nebraska,
District of Nebraska,
County of Douglas,
City of Omaha

} ss.

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

6/28/24

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



Publisher's Fee \$34.00

Jason W Huff

Additional Copies \$ _____

Subscribed in my presence and sworn to before me this JUNE 28 2024

Filing Fee \$ _____

Total \$34.00

Nicole M Palmer

Notary Public in and for Douglas County, State of Nebraska

THE OFFICE OF THE
COMMISSIONER OF
CORRECTIONS
AND JAIL DEPARTMENT

ADMISSION OF VISITORS
TO THE INSTITUTIONS
OF THE DEPARTMENT

RECEIVED
OFFICE OF THE COMMISSIONER
CORRECTIONS AND JAIL DEPARTMENT
100 WEST 100th STREET
NEW YORK, N.Y. 10025

THE OFFICE OF THE COMMISSIONER OF CORRECTIONS AND JAIL DEPARTMENT
has the honor to acknowledge the receipt of your letter of the 10th day of
January, 1964, in which you requested that the Department be notified
of any change in your address. The Department is pleased to advise
you that your request has been forwarded to the appropriate authorities
for their consideration. The Department is also pleased to advise
you that your name has been added to the list of persons who are
permitted to visit the institutions of the Department.

(1087)

Very truly yours,
Commissioner of Corrections and Jail Department

OFFICE OF THE COMMISSIONER
CORRECTIONS AND JAIL DEPARTMENT
100 WEST 100th STREET
NEW YORK, N.Y. 10025

Signature of Commissioner
Commissioner of Corrections and Jail Department

Signature of recipient
Name of recipient

Address of recipient
Address of recipient

Christie Donnermeyer

From: JAMES BOUCHER <cbouchr@cox.net>
Sent: Monday, June 24, 2024 8:59 AM
To: John Batcher; Linda Lewis; Chris TenEyck; Bryon Ueckert; Christie Donnermeyer
Cc: Building Inspector; Dave Ptak
Subject: Fw: Dangerous and Nuisance Property - Complaints per Municipal Code Chapter II Article VI and Chapter VIII Art VII. Email #2

Follow Up Flag: Follow up
Flag Status: Flagged

EXTERNAL EMAIL

Good Morning

Please enter this correspondence into the Official Record of correspondence received for the upcoming July 9 Regular Council Meeting.

It's been one month since I documented and submitted a complaint to the City Building Inspector on the subject building & zoning Code violations in the City Park access road behind the baseball field.

It appears since that City has not yet taken corrective actions to restrict access, clean up & make repairs. Fences are still broken down, brush overgrown, trash present, gates open, no code compliant safety signage anywhere.

City is now provided second notice that these safety risks to residents & the public on our City Park property remain. The full financial and other risks are responsibility of the the City alone and no others. Please advise what, if any, action Council and Building Inspector intend to take.

Regards,

Jim

402-720-0711

[Sent from Yahoo Mail for iPhone](#)

Begin forwarded message:

On Friday, May 24, 2024, 9:32 AM, Jim Boucher <cbouchr@cox.net> wrote:

Good Morning

Those photos were taken by me last few days.

The essence of this complaint is that City Property has unsafe conditions and City has failed prevent access by, and harm to, local residents and guests of any age and demeanor.

Broken down sign hanging by a bolt and open unlocked gate on N, open and broken fences, and open, unmarked access from S (Park St) clearly do not meet Code.

Let me know if you have any more questions.

Thanks
Jim
402-720-0711

Sent from my iPhone

On May 24, 2024, at 8:43 AM, Building Inspector
<buildinginspector@valleyne.org> wrote:

Jim,

Thank you for the three emails. I note from your email #1, picture #1472 that you were within an area that was for authorized personnel only. Please let me know who it was that gave you written authorization to enter this area so that I can speak with them about the pictures taken inside the area that was for authorized persons only. I have included Brett (police chief) in this email. After discussing with him, he would like to know when those photos were taken and by whom.

I will forward these emails to the public works department. They will also notify the organization that uses the ball fields.

Thanks,

Rune van den Boogaart

City of Valley

Building Inspector

buildinginspector@valleyne.org

From: cbouchr@cox.net <cbouchr@cox.net>
Sent: Thursday, May 23, 2024 1:26 PM
To: Building Inspector <buildinginspector@valleyne.org>
Cc: Christie Donnermeyer <cdonnermeyer@valleyne.org>
Subject: Dangerous and Nuisance Property - Complaints per Municipal Code Chapter II Article VI and Chapter VIII Art VII. Email #2

EXTERNAL EMAIL

Rune

Please see attached photographs showing the subject violations as observed this week at the City of Valley Park.

The areas covered under this complaint include the unsecured maintenance road and area behind and west of the City Legion Ball Field.

Let me know if you have any questions.

Regards,

Jim

402-720-0711

MINUTES
REGULAR MEETING
June 11, 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, Batcher, Lewis, TenEyck, and Ueckert. Also present: City Attorney Jeff Farnham, Interim City Administrator Dave Ptak, Clerk Christie Donnermeyer, Treasurer Lori Sorensen, Building Inspector Rune van den Boogaart, Public Works Superintendent Doug Eggen.

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.

Jim Boucher 120 E. Hudspith email in opposition to Valley Historical Society request for special designated liquor license.

Jim Thiessen 7506 N. 285th Circle requested information regarding police dog costs in the past and future.

Jeff Allen 623 N Spruce St. drainage issues causing farm ground to be under water.

Tim Robinson 7506 N. 285th Ave Circle having drainage issues and requested public works check the culvert by the Pines Country Club.

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

7. Consent Agenda Council member TenEyck moved to approve the consent agenda. Lewis seconded. Batcher, TenEyck, Lewis, and Ueckert voted YES. NO; no one. Motion carried. Items on the consent agenda were Treasurer's Report, May Payroll \$103,914.37 & IRA \$3,985.63; Keno Receipts \$7,760.43; PeopleService Report, Community Development Agency May 14, 2024 minutes; May Cemetery Board Minutes; Library Board March 14, 2024 minutes; May Library statistics and the following bills: Services/Utilities/Insurance/Memberships: Accufund 2385.00; AFLAC 12018.88; Association for Rural & Small Libraries 75.00; Amazon Business 803.26; Baker & Taylor 2713.46; Bamboo 379.23; Bishop Business 3070.50; Black Hills 484.83; Bland & Associates 47,000.00; BCBS 7534.61; Bound to Stay Bound 622.80; Century Link 63.33; Collaborative Summer Library Program 12.48; Cox 525.24; Creative Planning 15,177.50; Datashield 45.00; Douglas Cnty Environmental 4128.00; Douglas Cnty Treasurer 506.00; Digital Ally 1600.00; Eagle Engineering 58,395.92; Farnham & Griffin 7933.12; FiveNines 4777.91; FP Finance Program 491.95; Fremont Dept Utilities 72603.77; Granicus 8003.00; Great Plains 938.36; Interstate Battery 504.50; JD Car Wash 179.35; JEO Consulting 28500.00; Johnson Controls 680.00; Knight's Mobile Detailing 250.00; Lien Termite & Pest Control 92.00; Michael Matzen 1035.00; Morgan White 864.74; Mutual of Omaha 1433.03; Neb Dept of Environ & Energy 19228.75; Neb Water Resources Assn 105.00; Olmsted & Perry 9,793.76; One Office Solution 197.83; OPPD 16240.65; PeopleService 33485.00; Plymouth Rocket 675.00; The Daily Record 280.54; Vrba Const 21424.34; Waste Connections 279.06; Waste Management 194.99; Weise Plumbing 229.25;

YMCA 60.00; Xpress 539.20; Supplies/Equipment: Aqua-Chem 4004.15; Barco Muni Products 804.00; Cappel Auto 30.68; Ciaccio Roofing 906.70; Cintas 835.33; Core & Main 16760.00; Cornhusker 245.40; Demco 125.66; Eakes 665.07; Everett's Auto 555.37; Evoqua Water Tech 16338.00; First Neb Bank 2357.50; Great Plains Uniforms 1408.74; Host Coffee Service 118.84; John Deere 815.44; Jones Auto 42.82; Love's 2080.83; Menards 4.89; Michael Todd 656.50; Midwest Tape 430.12; Publication Printing 148.40; Trekk 500.00; USPP 371.49; USPS 826.98; Valley Ace 449.38; Bond/TIF Payments: FNB/bond 5942.50; FNB/bond 5942.50, Bluewater TIF 12956.27; Mallard TIF 5826.87; Reimburse/Refund: Charles Thomas Homes 150.00; Concept Homes 1000.00; Janovsky, S 54.19; Midwest Dwellings 100.00; Steinbach, M 1000.00; Tackett Co 1000.00; Ueberrhein J 53.50; Walvoord, J 150.00; Wilwerding 1000.00;

8. Erickson & Brooks - Council member Batcher moved to approve Erickson & Brooks services for FY 24-25 budget preparation. TenEyck seconded. YES Batcher, Lewis, Ueckert, and TenEyck. NO; no one, motion carried.

9. Chief of Police - Bobby Martienz addressed council and thanked them for the opportunity. He has been an officer for 6 years and prior to that was in the navy for 20 years. Council member Ueckert moved to appoint Bobby Martinez as Chief of Police Batcher seconded. YES: Batcher, Lewis, TenEyck, Ueckert. NO; no one, motion carried.

10. Valley Shores – Eric Gottuso 28012 Sunrise Circle addressed council with the particulars for the request. Council member Lewis moved to approve the request for street closure of 281st street for Kids Independence Day parade from 9:30 a.m. to 11:00 a.m. and fireworks at dusk. Bryon Ueckert seconded. YES: Batcher, Lewis, TenEyck, Ueckert. NO; no one, motion carried.

11. Mallard Landing -Richard Hudson 26534 Madison Ct. addressed council with the particulars for the request. Council member Batcher moved to approve request for street closure on July 6 of Taylor Circle down North 269th to Ruggles, from Ruggles picking back up on North 269th then turning East on Manderson Street and ending at 267th Circle for community parade 9:00 a.m. to 12:00 p.m. and fireworks display at approximately 10:00 p.m. Lewis seconded. YES: Batcher, Lewis, TenEyck, Ueckert. NO; no one, motion carried.

12. Ginger Cove - Patty O'Connor 22 Ginger Cove Road addressed council with the particulars for the request. Council member Lewis moved to approve street closure of Ginger Cove Road from the entrance to Peppermill Point on July 4 from 9:45 a.m. to 10:30 a.m. for parade. Bryon Ueckert seconded. YES: Batcher, Lewis, TenEyck, Ueckert. NO; no one, motion carried.

13. Jim Thiessen JR - 7506 N. 285th Circle addressed council requesting suspension of the rerouting of 270th and W. Maple Road. Greg Perry addressed council informing them that the overlay had been completed and addressed questions about visibility and traffic flow. Council member TenEyck moved to not move forward with the rerouting. Ueckert seconded. YES: Lewis, TenEyck, and Ueckert. NO: Batcher. Motion Carried.

14. Spruce Street Tavern - Special Designated Liquor License during Valley Days on August 9 and 10, 2024. Council member Ueckert moved to approve the Special Designated Liquor License during Valley Days on Aug. 9 & 10. Lewis seconded. YES: Batcher, Lewis, TenEyck, Ueckert. NO; no one, motion carried.

15. Valley Community Historical Society - Wendy Deane addressed council with the particulars of the request. Council member Lewis moved to approve music on museum grounds and the

Special Designated Liquor License for the June 28 event. Ueckert seconded. YES: Batcher, Lewis, TenEyck, Ueckert. NO; no one, motion carried.

16. Creative Planning - Council member TenEyck moved to approve Schedule C-GASB 87 Consulting and Compliance agreement Batcher seconded. YES: Batcher, Lewis, TenEyck, Ueckert. NO; no one, motion carried.

17. Amendment to Future Land Use Map Mayor Grove opened the public hearing. The Building Inspector addressed council with the reasons for the recommended amendments. No public testimony was given. Mayor Grove closed the public hearing. **Ordinance No. 812** – amending the future land use map. AN ORDINANCE TO AMEND THE FUTURE LAND USE MAP CONTAINED WITHIN THE CITY OF VALLEY, NEBRASKA’S COMPREHENSIVE PLAN RELATING PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 15 NORTH, RANGE 10 EAST OF 6TH P.M., DOUGLAS COUNTY, NEBRASKA FROM INDUSTRIAL TO GENERAL COMMERCIAL AS FOUND ON PAGE 80 OF SAID COMPREHENSIVE PLAN AS FIGURE 10.5; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE. Council Member Batcher moved to introduction Ordinance No. 812 on the first reading. TenEyck seconded. YES: Batcher, Lewis, TenEyck, and Ueckert: NO: no one. Motion carried. Said Ordinance was then read by title and thereafter Lewis moved that the statutory rule requiring reading on three different days be suspended. Council member TenEyck seconded the motion to suspend the rule and the following council members voted YES: Batcher, Lewis, TenEyck, and Ueckert. NO: no one. The motion to suspend the rule was adopted and the statutory rule was declared suspended for the consideration of said Ordinance. The Mayor then declared the Ordinance adopted. A true, correct, and complete copy of said Ordinance is on file at City Hall.

18. Amending Existing Sections of the City of Valley zoning regulations. Mayor Grove opened the public hearing. The Building Inspector addressed council with the reasons for the recommended amendments. Bob Hampton spoke in support of the amendments. Mayor Grove closed the public hearing. **Ordinance No. 813** – amending existing sections of the City of Valley zoning regulations. AN ORDINANCE TO AMEND EXISTING SECTIONS OF THE CITY OF VALLEY ZONING REGULATIONS RELATING TO HEIGHT AND LOT REQUIREMENTS AND MAX BUILDING COVERAGE WITHIN R-2 (MEDIUM/HIGH DENSITY RESIDENTIAL) AND R-3 (LAKEFRONT RESIDENTIAL) ZONING DISTRICTS; TO AMEND EXISTING SECTIONS OF THE CITY OF VALLEY ZONING REGULATIONS REGARDING SUPPLEMENTAL RESIDENTIAL REGULATIONS WITHIN R-3 (LAKEFRONT RESIDENTIAL) ZONING DISTRICT; TO AMEND EXISTING SECTIONS OF THE CITY OF VALLEY ZONING REGULATIONS RELATING TO THE STANDARDS FOR FLOODPLAIN DEVELOPMENT, SPECIFICALLY THE STORAGE OF MATERIALS AND EQUIPMENT WITHIN SAID FLOODPLAIN; TO AMEND EXISTING SECTIONS OF THE CITY OF VALLEY ZONING REGULATIONS RELATING TO NONCONFORMING USES OF LAND; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH. Council Member TenEyck moved to introduction Ordinance No. 813 on the first reading. Batcher seconded. YES: Batcher, Lewis, TenEyck, and Ueckert: NO: no one. Motion carried. Said Ordinance was then read by title and thereafter Lewis moved that the statutory rule requiring reading on three different days be suspended. Council member Batcher seconded the motion to suspend the rule and the following council members voted YES: Batcher, Lewis, TenEyck, and Ueckert. NO: no one. The motion to suspend the rule was adopted and the statutory rule was declared suspended for the consideration of said Ordinance. The Mayor then

declared the Ordinance adopted. A true, correct, and complete copy of said Ordinance is on file at City Hall.

19. Resolution No. 2024-35 - Master Agreement for Communications Cable and facilities in Public Rights-of-Way. Council member Lewis moved for passage of Resolution No. 2024-35 approving the master agreement. TenEyck seconded. YES: Batcher, Lewis, TenEyck and Ueckert: NO: no one. Motion carried. A true, correct, and complete copy of said Resolution is on file at City Hall.

20. PeopleService – Mike Adair gave a presentation on the ice pigging results.

21. Olmsted & Perry - Water Improvement Projects. Jim Olmsted, special engineer on Water Projects gave an update on the following projects: The intention is to close out the water tower project in July.

Council member Lewis moved to approve Application for Payment No. 8 in the amount of \$61,077.54 from Neuvirth Construction for final work on the backwash waste recovery project contract. TenEyck seconded. YES: Batcher, TenEyck, Lewis, and Ueckert. NO: no one. Motion carried.

Council member Lewis moved to approve Application for Payment No. 9 in the amount of \$60,253.78 from Neuvirth Construction for release of retainage on the backwash waste recovery project contract. TenEyck seconded. YES: Batcher, TenEyck, Lewis, and Ueckert. NO: no one. Motion carried.

Council member Batcher moved to accept the closeout of backwash waste recovery project. Lewis seconded. YES: Batcher, Lewis, TenEyck and Ueckert: NO: no one. Motion carried.

22. City Engineer Greg Perry reviewed ongoing projects.

Council member TenEyck moved for passage of Resolution No. 2024-36 approving application for payment no. 1 in the amount of \$88,470.00 from Western Engineering Co. for the Maple Road and 270th Street HMA Overlay and Ginger Woods HMA base widening and overlay project.

Council member Batcher moved for passage of Resolution No. 2024-37 authorizing United Republic Bank to disburse to the City of Valley the amount of \$3,329.13 for engineering fees for Stillwater Lake Phase 2. TenEyck seconded. YES: Batcher, TenEyck and Ueckert. NO: Lewis. Motion carried. A true, correct, and complete copy of said Resolution is on file at City Hall.

Status and updates were given on the following projects: Ginger Cove Lift Station No. 3, Val-haven (Southwest No. 2), and Ginger Woods NO. 2 Lift Station improvements; FY24 concrete street repairs; Meigs Street dowel bar retrofitting and diamond grinding.

23. City Attorney Jeff Farnham gave updates on the following: Valley Landing; 2220 N. 89th Street; Community Development Agency will be meeting in July before the July City Council meeting; EAA; Stillwater Phase submission; and various ongoing projects.

Council member Batcher left the meeting at 8:25.

22. **Mayor's Report** Mayor Grove reported on the following: meter readings; audit and accounting entries nearing final stages; interim City Administrator is working on policies and procedures; and MAPA is creating a community newsletter.

23. **Upcoming Items** Planning Commission: June 18, 2024; Valley Days Planning meeting June 18, 2024.

The meeting was adjourned at 8:29 p.m.



Cindy Grove, Mayor



Christie Donnermeyer, City Clerk

MINUTES
SPECIAL MEETING
June 25, 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, Batchner, Lewis, TenEyck, and Ueckert. Also present: City Attorney Jeff Farnham, Interim City Administrator Dave Ptak, Clerk Christie Donnermeyer, Treasurer Lori Sorensen, Public Works Superintendent Doug Eggen, Police Officer Ken Dohrmann and three members of the public.

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

4. **Proof of Publication** The notice of the meeting was published in *The Daily Record* on June 19, 2024.

5. **Visitors/Correspondence** 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. No one spoke.

6. **Approval of Agenda** The Treasurer requested item number 7. Audit presentation FY2022-2023 be removed from the agenda. She stated that the auditors were not done with the audit. The auditors were still working on GASB 87 compliance and needed more time. Council member Batchner moved to approve the agenda with the removal of item no. 7 Audit presentation FY2022-2023. TenEyck seconded. YES: Batchner, Lewis, TenEyck and Ueckert. NO: no one. Motion carried.

7. **Audit Presentation for FY2022-2023** removed per request of Treasurer.

8. **City Park** The Public Works Superintendent reviewed the bid sheet and the park plan provided by JEO. He also informed the council of the \$50,000 NRD grant award. Council member TenEyck will be seeking a possible donation of a new flagpole for the park from Valmont.

9. **270th St. and Maple St.** The interim City Administrator reviewed the speeding citations report received from Chief Martinez and the Douglas County Traffic report for the noted intersection. He also had Officer Dohrmann address council with his opinion regarding accidents and the safety of the intersection. The City Attorney reviewed the City Engineer's memorandum and recommendation for the possibility of changing the two-way curve to a one-way curve. Council member Lewis suggested removing the curve and either creating an all way stop or a roundabout for traffic safety.

10. **Adjourn** The meeting adjourned at 7:47 p.m.



Cindy Grove, Mayor



Christie Donnermeyer, City Clerk

City of Valley Treasurer's Report June 2024								
		Cash		Fund 3	Balance	Outstanding	Balance	Investments
	Dept	Balance 5/31/2024	Net Income or (Loss)	Withholdings	6/30/2024	Checks	6/30/2024	6/30/2024
General - Fund 1		\$827,283.16	\$202,779.64		1,054,519.38	(\$14,687.90)	\$1,039,831.48	\$14,510.64
General MM		\$259,928.12	\$105.40				\$260,033.52	
Pines Assessments		\$312,849.72	\$4,563.06				\$317,412.78	
Bond - Fund 2	021	\$346,676.90	(\$20,294.78)				\$326,382.12	
C D A	001	\$49,044.24	\$76.74				\$49,120.98	
		\$1,795,782.14	\$187,230.06	\$0.00	\$0.00		\$1,992,780.88	
City of Valley Pooled Cash Proprietary Funds								
		Cash		Fund 3	Interfund		Cash	Investments
	Dept	Balance 5/31/2024	Net Income or (Loss)	Withholdings	Transfers		Balance 6/30/2024	6/30/2024
Funds								
Water/Waste - Fund	024	\$2,582,642.86	(\$655,551.18)				\$1,927,091.68	\$9,627.14
Cap. Facility Chg.	024	\$1,995,226.53	\$9,014.53				\$2,004,241.06	
		\$4,577,869.39		\$0.00	\$0.00		\$3,931,332.74	
		Cash		Fund 3	Interfund		Cash	
	Dept	Balance 5/31/2024	Net Income or (Loss)	Withholdings	Transfers		Balance 6/30/2024	
Fund 4								
Nursing Home	050	\$946,738.40	(\$9,941.25)				\$936,797.15	
Fund 8								
Keno	056	\$313,623.02	\$2,904.12				\$316,527.14	
Fund 10								
Sales Tax	058	\$4,661,090.58	\$155,068.18				\$4,816,158.76	
ARPA								
		\$293,692.75	(\$24,409.43)				\$269,283.32	
		\$6,215,144.75	\$123,621.62	\$0.00	\$0.00		\$6,338,766.37	
Total All Funds		\$12,588,796.28	\$310,851.68	\$0.00			\$12,262,879.99	\$24,137.78

City of Valley

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100	General Fund					
[3235]	Adams, Brandon James	6/11/2024		7/10/2024	EVIDENCE TRAINING	62.71
[3065]	OPPD	6/12/2024		7/10/2024	ELECTRIC	89.72
[3065]	OPPD	6/12/2024		7/10/2024	ELECTRIC	322.07
[3065]	OPPD	6/12/2024		7/10/2024	ELECTRIC	414.55
[3065]	OPPD	6/12/2024		7/10/2024	ELECTRIC	268.47
[3065]	OPPD	6/12/2024		7/10/2024	ELECTRIC	66.18
[3065]	OPPD	6/12/2024		7/10/2024	ELECTRIC	842.47
[3065]	OPPD	6/12/2024		7/10/2024	ELECTRIC	6,783.18
[3065]	OPPD	6/12/2024		7/10/2024	ELECTRIC	625.13
[7966]	Black Hills Energy	7/01/2024		7/10/2024	GAS	24.91
[7966]	Black Hills Energy	7/01/2024		7/10/2024	GAS	45.25
[1021]	Spinar, Stacy A	7/01/2024		7/10/2024	TRAINING	59.76
[7966]	Black Hills Energy	7/01/2024		7/10/2024	GAS	44.70
[7966]	Black Hills Energy	7/01/2024		7/10/2024	GAS	66.42
[152]	JOHN DEERE FINANCIAL	7/01/2024		7/10/2024	HEADLIGHT, LAMP	45.67
[152]	JOHN DEERE FINANCIAL	7/01/2024		7/10/2024	HEADLIGHT, LAMP	155.62
[152]	JOHN DEERE FINANCIAL	7/01/2024		7/10/2024	HEADLIGHT, LAMP	85.77
[2961]	CenturyLink	7/01/2024		7/10/2024	6/24-7/23 2024	63.33
[7966]	Black Hills Energy	7/01/2024		7/10/2024	GAS	46.83
[2020002]	FIRST NEBRASKA BANK	7/05/2024		7/10/2024	CREDIT CARD	375.00
[2058]	GREAT PLAINS COMMUNICATIONS	7/05/2024		7/10/2024	JULY 2024 CITY HALL	172.64
[2020002]	FIRST NEBRASKA BANK	7/05/2024		7/10/2024	CREDIT CARD	719.23
[2020002]	FIRST NEBRASKA BANK	7/05/2024		7/10/2024	CREDIT CARD	19.95
[2020002]	FIRST NEBRASKA BANK	7/05/2024		7/10/2024	CREDIT CARD	83.34
[2058]	GREAT PLAINS COMMUNICATIONS	7/05/2024		7/10/2024	LIBRARY JULY 2024 210.72	210.72
[2020002]	FIRST NEBRASKA BANK	7/05/2024		7/10/2024	CREDIT CARD	49.98
[2020002]	FIRST NEBRASKA BANK	7/05/2024		7/10/2024	CREDIT CARD	50.00
[2020002]	FIRST NEBRASKA BANK	7/05/2024		7/10/2024	CREDIT CARD	21.94
[2020002]	FIRST NEBRASKA BANK	7/05/2024		7/10/2024	CREDIT CARD	79.39
[2020002]	FIRST NEBRASKA BANK	7/05/2024		7/10/2024	CREDIT CARD	199.26
[2020002]	FIRST NEBRASKA BANK	7/05/2024		7/10/2024	CREDIT CARD	34.99
[2020002]	FIRST NEBRASKA BANK	7/05/2024		7/10/2024	CREDIT CARD	99.00
[2020002]	FIRST NEBRASKA BANK	7/05/2024		7/10/2024	CREDIT CARD	271.80
[2020002]	FIRST NEBRASKA BANK	7/05/2024		7/10/2024	CREDIT CARD	206.60
[2020002]	FIRST NEBRASKA BANK	7/05/2024		7/10/2024	CREDIT CARD	595.32
[2020002]	FIRST NEBRASKA BANK	7/05/2024		7/10/2024	CREDIT CARD	399.14
[2020002]	FIRST NEBRASKA BANK	7/05/2024		7/10/2024	CREDIT CARD	271.80
[2058]	GREAT PLAINS COMMUNICATIONS	7/05/2024		7/10/2024	JULY 2024 CITY HALL	138.11
[2058]	GREAT PLAINS COMMUNICATIONS	7/05/2024		7/10/2024	JULY 2024 CITY HALL	310.75
[2020002]	FIRST NEBRASKA BANK	7/05/2024		7/10/2024	CREDIT CARD	1,398.00
[2020002]	FIRST NEBRASKA BANK	7/05/2024		7/10/2024	CREDIT CARD	11.19
[1000229]	PLASTICARDS, INC. dba Rainbow Printing	6/06/2024	00161282	7/10/2024	LIBRARY PATRON SIDE KEY TAG COMBOS	567.00
[2147]	MUTUAL OF OMAHA PAYMENT PROCESSING	7/01/2024	001722243208	7/10/2024	EMPLOYEE BENEFITS	448.64
[2147]	MUTUAL OF OMAHA PAYMENT PROCESSING	7/01/2024	001722243208	7/10/2024	EMPLOYEE BENEFITS	297.47
[2147]	MUTUAL OF OMAHA PAYMENT PROCESSING	7/01/2024	001722243208	7/10/2024	EMPLOYEE BENEFITS	698.86
[2147]	MUTUAL OF OMAHA PAYMENT PROCESSING	7/01/2024	001722243208	7/10/2024	EMPLOYEE BENEFITS	305.02
[2147]	MUTUAL OF OMAHA PAYMENT PROCESSING	7/01/2024	001722243208	7/10/2024	EMPLOYEE BENEFITS	821.32
[104]	Aqua-Chem	6/12/2024	00205607	7/10/2024	POOL- FILTER	14,937.00
[104]	Aqua-Chem	6/26/2024	00205708	7/10/2024	POOL CHEMICALS	1,393.70
[104]	Aqua-Chem	6/25/2024	00205925	7/10/2024	POOL	201.68
[8458]	Datashield Corporation	6/27/2024	0139830	7/10/2024	ONSITE SECURE CONSOLE ROUTINE	45.00

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[208]	Publication Printing	6/13/2024	0624087	7/10/2024	POLICE	134.25
[842568]	LOVE'S TRAVEL STOPS & COUNTRY STORE	6/24/2024	06242024	7/10/2024	POLICE 06172024 - 06/23/2024	187.66
[619]	Five Nines Technology Group INC	7/01/2024	105738	7/10/2024	JULY SERVICE AGREEMENT	1,430.76
[619]	Five Nines Technology Group INC	7/01/2024	105738	7/10/2024	JULY SERVICE AGREEMENT	983.64
[619]	Five Nines Technology Group INC	7/01/2024	105738	7/10/2024	JULY SERVICE AGREEMENT	402.40
[619]	Five Nines Technology Group INC	7/01/2024	105738	7/10/2024	JULY SERVICE AGREEMENT	760.09
[619]	Five Nines Technology Group INC	7/01/2024	105738	7/10/2024	JULY SERVICE AGREEMENT	581.24
[1000230]	S & S Pumping Service LLC	6/11/2024	11061	7/10/2024	PUMP OUT SAND FILTER FOR POOL	350.00
[1000231]	PAVERS INC.	6/10/2024	111301	7/10/2024	COLD MIX ASPHALT	383.29
[220]	Farnham & Griffin, P.C., L.L.O.	7/01/2024	11366	7/10/2024	VALLEY LANDING TIF	2,625.00
[220]	Farnham & Griffin, P.C., L.L.O.	7/01/2024	11367	7/10/2024	FLATWATER ESTATES 525.00	525.00
[220]	Farnham & Griffin, P.C., L.L.O.	7/01/2024	11368	7/10/2024	VALLEY LANDING 962.50	962.50
[220]	Farnham & Griffin, P.C., L.L.O.	7/01/2024	11369	7/10/2024	GENERAL 1050.00	1,050.00
[1000156]	Creative Planning	6/30/2024	1234415	7/10/2024	GASB 87 PROGRESS BILLING	7,181.00
[1937]	JEO CONSULTING	6/14/2024	151523	7/10/2024	CITY PARK PHASE 1	44,750.00
[1937]	JEO CONSULTING	6/20/2024	151680	7/10/2024	PUBLIC EDUCATION & AWARENESS	1,421.25
[2019902]	The Daily Record	6/03/2024	163861	7/10/2024	AMENDMENTS TO ZONING REG	32.00
[2019902]	The Daily Record	6/03/2024	163862	7/10/2024	PLANNING COMMISSION	30.00
[2019902]	The Daily Record	6/05/2024	163923	7/10/2024	OFFICAL PROCEEDINGS OF THE CITY	158.00
[2019902]	The Daily Record	6/19/2024	164335	7/10/2024	NOTICE OF ORDINANCE #812	34.00
[2019902]	The Daily Record	6/19/2024	164336	7/10/2024	NOTICE OF ORDINANCE #813	41.33
[2019902]	The Daily Record	6/19/2024	164337	7/10/2024	SPECIAL MTG CITY COUNCIL	22.67
[2019902]	The Daily Record	6/20/2024	164384	7/10/2024	REDEVELOPMENT PLAN	164.32
[2019902]	The Daily Record	6/27/2024	164546	7/10/2024	MTG MINUTES	122.66
[2019902]	The Daily Record	6/28/2024	164585	7/10/2024	COUNCIL MEETING	34.00
[2019902]	The Daily Record	6/28/2024	164586	7/10/2024	COMMUNITY DEVELOPMENT AGENCY	20.67
[1203]	CAPPEL AUTO SUPPLY	6/03/2024	169469	7/10/2024	HOSE CLAMP	44.94
[1203]	CAPPEL AUTO SUPPLY	6/10/2024	169614	7/10/2024	HOSE CLAMP	9.87
[1203]	CAPPEL AUTO SUPPLY	6/11/2024	169649	7/10/2024	HOSE CLAMPS	7.96
[1203]	CAPPEL AUTO SUPPLY	6/13/2024	169704	7/10/2024	POLICE	42.96
[1203]	CAPPEL AUTO SUPPLY	6/21/2024	169933	7/10/2024	HOSE CLAMP	7.47
[1000191]	OMAHA CHILDRENS MUSEUM	6/06/2024	17736470	7/10/2024	SUMMER READING PROGRAM (SPACE	249.00
[035184]	Amazon Business	6/24/2024	1MKG-TKCG-1NJJ	7/10/2024	WRITE-N-WIPE	470.32
[035184]	Amazon Business	6/12/2024	1MQD-WMTL-HTN9	7/10/2024	AQUA CREEK PRODUCTS F-004AB 24V	328.99
[035184]	Amazon Business	6/21/2024	1N3Y-RG43-79XT	7/10/2024	TOYS FOR KIDS & TODDLERS	1,175.89
[035184]	Amazon Business	5/26/2024	1Q46-V1VQ-LYCD	7/10/2024	EDUCATION TOYS FOR TODDLERS	45.93
[1223]	JONES AUTOMOTIVE	6/18/2024	2-60053	7/10/2024	INSTALL FRONT RADAR CONE MOUNT	195.88
[103]	ACCUFUND	6/12/2024	20241613	7/10/2024	FIXED ASSETS	205.80
[277930]	Baker & Taylor	5/28/2024	2038325467	7/10/2024	BOOKS	169.94
[277930]	Baker & Taylor	6/03/2024	2038339957	7/10/2024	BOOKS	575.52
[277930]	Baker & Taylor	6/12/2024	2038361451	7/10/2024	BOOKS	372.79
[1000207]	EAGLE SERVICES	6/03/2024	214701	7/10/2024	CEMETRY PRESERVATION WORKSHOP	155.00
[1000112]	BOUND TO STAY BOUND	6/04/2024	223791	7/10/2024	BOOKS	89.12
[1000112]	BOUND TO STAY BOUND	6/11/2024	224337	7/10/2024	BOOKS	179.43
[12100]	Eagle Engineering Group LLC	6/28/2024	2246	7/10/2024	MEIGS ST DIAMOND GRINDING	11,000.55
[12100]	Eagle Engineering Group LLC	6/28/2024	2247	7/10/2024	CENTER ST & MAPLE ASPHALT	19,416.95
[12100]	Eagle Engineering Group LLC	6/28/2024	2248	7/10/2024	GINGER WOOD ASPHALT PAVEMENT	8,596.41
[12100]	Eagle Engineering Group LLC	6/28/2024	2250	7/10/2024	GEN WATER, BLDG & ZONING	1,006.25
[12100]	Eagle Engineering Group LLC	6/28/2024	2250	7/10/2024	GEN WATER, BLDG & ZONING	656.25
[12100]	Eagle Engineering Group LLC	6/28/2024	2250	7/10/2024	GEN WATER, BLDG & ZONING	175.00
[12100]	Eagle Engineering Group LLC	6/28/2024	2250	7/10/2024	GEN WATER, BLDG & ZONING	37.52
[12100]	Eagle Engineering Group LLC	6/28/2024	2251	7/10/2024	FY24 CONCRETE ST REPAIRS	1,590.75

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[12100]	Eagle Engineering Group LLC	7/03/2024	2258	7/10/2024	STILLWATER PHASE 1 ST PAVING	1,978.91
[1457]	Nebraska Sweeping Inc	7/01/2024	2413	7/10/2024	JUN-7 & JUN- 10-12 PINES WERE DONE	5,566.24
[02]	WIESE PLUMBING & EXCAVATING INC	6/27/2024	26249	7/10/2024	BROKEN PIPE AT POOL	453.16
[1701]	WATERLOO MULCH & SOIL	6/25/2024	2815	7/10/2024	BLACK MULCH	206.78
[4308]	GREAT PLAINS UNIFORMS	6/13/2024	33434-1	7/10/2024	BOBBY	830.36
[1000196]	FP FINANCE PROGRAM	6/07/2024	36755228	7/10/2024	POSTAGE EQUIPMENT	182.15
[1932]	AFLAC	6/12/2024	367629	7/10/2024		432.24
[314]	ROB'S OIL COMPANY INC	5/31/2024	38942	7/10/2024	DIESEL- DYED	834.44
[207702]	EVERETT'S AUTO REPAIR	6/06/2024	40170	7/01/2024	2019 DODGE	451.22
[207702]	EVERETT'S AUTO REPAIR	6/10/2024	40171	7/10/2024	JD MOWER	30.00
[631025]	CINTAS CORP	6/13/2024	4195812569	7/10/2024	BLACK MATS	18.49
[631025]	CINTAS CORP	6/13/2024	4195812569	7/10/2024	BLACK MATS	19.07
[631025]	CINTAS CORP	6/13/2024	4195812569	7/10/2024	BLACK MATS	20.23
[631025]	CINTAS CORP	6/13/2024	4195812575	7/10/2024	LIBRARY - BLACK MATS	17.89
[631025]	CINTAS CORP	6/27/2024	4197183874	7/10/2024	DUAL TP, SIG AIR, MATS	34.40
[631025]	CINTAS CORP	6/27/2024	4197183874	7/10/2024	DUAL TP, SIG AIR, MATS	34.40
[631025]	CINTAS CORP	6/27/2024	4197183874	7/10/2024	DUAL TP, SIG AIR, MATS	34.40
[631025]	CINTAS CORP	6/27/2024	4197183882	7/10/2024	LIBRARY - DUAL TP, AIR SVC	114.34
[9444]	Host Coffee Service	6/05/2024	4627843	7/10/2024	SOUP, SUGAR	65.78
[9444]	Host Coffee Service	6/05/2024	4627843	7/10/2024	SOUP, SUGAR	65.78
[9444]	Host Coffee Service	6/05/2024	4627843	7/10/2024	SOUP, SUGAR	65.80
[9444]	Host Coffee Service	6/30/2024	4660738	7/10/2024	WATER COOLER	29.96
[2138003]	LEWIS, JAKE	6/26/2024	5/26/2022	7/10/2024	PERMIT REUND PERMIT WAS NEVER	500.00
[631025]	CINTAS CORP	6/06/2024	5214908994	7/10/2024	FIRST AID KIT AUDIT & REFILLS	99.42
[631025]	CINTAS CORP	6/06/2024	5214908994	7/10/2024	FIRST AID KIT AUDIT & REFILLS	7.15
[631025]	CINTAS CORP	6/06/2024	5214908994	7/10/2024	FIRST AID KIT AUDIT & REFILLS	28.87
[1000193]	ONE OFFICE SOLUTION	6/26/2024	567290-00	7/10/2024	LABEL 500BX	38.57
[842568]	LOVE'S TRAVEL STOPS & COUNTRY STORE	5/06/2024	6010183940	7/10/2024	POLICE 4-29 / 5-05 175.27	80.04
[842568]	LOVE'S TRAVEL STOPS & COUNTRY STORE	5/06/2024	6010183940	7/10/2024	POLICE 4-29 / 5-05 175.27	95.23
[842568]	LOVE'S TRAVEL STOPS & COUNTRY STORE	5/13/2024	6010258534	7/10/2024	POLICE 05/06/2024 - 05/12/2024 - 210.85	210.85
[842568]	LOVE'S TRAVEL STOPS & COUNTRY STORE	5/13/2024	6010258850	7/10/2024	5/6 - 5/12	142.02
[842568]	LOVE'S TRAVEL STOPS & COUNTRY STORE	5/13/2024	6010258850	7/10/2024	5/6 - 5/12	92.00
[842568]	LOVE'S TRAVEL STOPS & COUNTRY STORE	5/20/2024	6010340051	7/10/2024	5/13 - 5/19	149.53
[842568]	LOVE'S TRAVEL STOPS & COUNTRY STORE	5/20/2024	6010340051	7/10/2024	5/13 - 5/19	90.61
[842568]	LOVE'S TRAVEL STOPS & COUNTRY STORE	5/20/2024	6010340051	7/10/2024	5/13 - 5/19	111.05
[842568]	LOVE'S TRAVEL STOPS & COUNTRY STORE	5/27/2024	60104162	7/10/2024	5/20 - 5/26	166.63
[842568]	LOVE'S TRAVEL STOPS & COUNTRY STORE	5/27/2024	60104162	7/10/2024	5/20 - 5/26	168.69
[842568]	LOVE'S TRAVEL STOPS & COUNTRY STORE	6/03/2024	6010491403	7/10/2024	5/27 - 6/02	94.07
[842568]	LOVE'S TRAVEL STOPS & COUNTRY STORE	6/10/2024	6010567935	7/10/2024	POLICE 06/03/2024 - 06/09/2024 - 287.49	287.49
[842568]	LOVE'S TRAVEL STOPS & COUNTRY STORE	6/10/2024	6010569111	7/10/2024	6/3 - 6/9	165.37
[842568]	LOVE'S TRAVEL STOPS & COUNTRY STORE	6/10/2024	6010569111	7/10/2024	6/3 - 6/9	173.00
[842568]	LOVE'S TRAVEL STOPS & COUNTRY STORE	6/10/2024	6010569111	7/10/2024	6/3 - 6/9	20.27
[842568]	LOVE'S TRAVEL STOPS & COUNTRY STORE	6/17/2024	6010646962	7/10/2024	POLICE 06/10/2024 - 06/16/2024	435.65
[842568]	LOVE'S TRAVEL STOPS & COUNTRY STORE	6/17/2024	6010648204	7/10/2024	6/10 - 6/16	43.15
[842568]	LOVE'S TRAVEL STOPS & COUNTRY STORE	6/17/2024	6010648204	7/10/2024	6/10 - 6/16	95.93
[842568]	LOVE'S TRAVEL STOPS & COUNTRY STORE	6/17/2024	6010648204	7/10/2024	6/10 - 6/16	24.37
[842568]	LOVE'S TRAVEL STOPS & COUNTRY STORE	6/17/2024	6010648204	7/10/2024	6/10 - 6/16	85.55
[842568]	LOVE'S TRAVEL STOPS & COUNTRY STORE	6/24/2024	6010728993	7/10/2024	6/17 - 6/23	110.00
[842568]	LOVE'S TRAVEL STOPS & COUNTRY STORE	6/24/2024	6010728993	7/10/2024	6/17 - 6/23	89.98
[842568]	LOVE'S TRAVEL STOPS & COUNTRY STORE	7/01/2024	6010810981	7/10/2024	6/24 - 6/30	383.75
[1000232]	DIERS FORD	6/25/2024	6108397	7/10/2024	2019 FORD REPLACED PURGE VALUE	344.44
[4126]	BISHOP BUSINESS	6/24/2024	699533	7/10/2024	SCANNING SERVICE	1,414.50

City of Valley

A/P Bills by Fund from 6/17/2024 to 7/11/2024

<u>Account</u>	<u>Vendor</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>A/P Due Date</u>	<u>Description</u>	<u>A/P Owed</u>
[312] FIRST BOOK		5/30/2024	7001327269	7/10/2024	BOOKS	175.95
[679859] Waste Connections of Nebraska Inc		7/01/2024	7001995T054	7/10/2024	GARBAGE PICKUP	93.22
[679859] Waste Connections of Nebraska Inc		7/01/2024	7001995T054	7/10/2024	GARBAGE PICKUP	32.62
[679859] Waste Connections of Nebraska Inc		7/01/2024	7001995T054	7/10/2024	GARBAGE PICKUP	153.22
[7304] VALLEY ACE HARDWARE		6/03/2024	797	7/10/2024	GREAT STUFF BIG GAP	21.98
[7304] VALLEY ACE HARDWARE		6/04/2024	801	7/10/2024	PLASTIC BUCKET	21.58
[7304] VALLEY ACE HARDWARE		6/04/2024	802	7/10/2024	CITY HALL BLDG	29.71
[7304] VALLEY ACE HARDWARE		6/05/2024	805	7/10/2024	SHOP	18.17
[7304] VALLEY ACE HARDWARE		6/05/2024	805	7/10/2024	SHOP	33.96
[7304] VALLEY ACE HARDWARE		6/05/2024	806	7/10/2024	POOL	19.98
[7304] VALLEY ACE HARDWARE		6/05/2024	807	7/10/2024	PARK	24.36
[7304] VALLEY ACE HARDWARE		6/06/2024	810	7/10/2024	POOL	95.55
[7304] VALLEY ACE HARDWARE		6/11/2024	826	7/10/2024	SHOP	76.96
[7304] VALLEY ACE HARDWARE		6/11/2024	828	7/10/2024	SHOP - ERNA'S	32.99
[7304] VALLEY ACE HARDWARE		6/11/2024	831	7/11/2024	MINI PARK	11.58
[7304] VALLEY ACE HARDWARE		6/12/2024	836	7/10/2024	POOL	11.57
[7304] VALLEY ACE HARDWARE		6/13/2024	840	7/10/2024	SHOP	57.58
[7304] VALLEY ACE HARDWARE		6/13/2024	842	7/10/2024	POOL	85.16
[7304] VALLEY ACE HARDWARE		6/14/2024	845	7/10/2024	POOL	5.97
[7304] VALLEY ACE HARDWARE		6/14/2024	849	7/10/2024	POOL	12.95
[7304] VALLEY ACE HARDWARE		6/17/2024	855	7/10/2024	POOL	26.98
[7304] VALLEY ACE HARDWARE		6/18/2024	859	7/10/2024	SIGNS	12.68
[7304] VALLEY ACE HARDWARE		6/21/2024	867	7/10/2024	POOL	14.98
[7304] VALLEY ACE HARDWARE		6/24/2024	871	7/10/2024	SHOP	32.99
[7304] VALLEY ACE HARDWARE		6/27/2024	884	7/10/2024	SIGNS	3.39
[11190] Eakes Office Solutions		6/14/2024	8955940-0	7/10/2024	LTR PAPER, LASER TONERS	467.07
[11190] Eakes Office Solutions		6/18/2024	8957443-0	7/10/2024	FOLDERS, NOTEBOOK 3PK	333.24
[1205] HENRY CARLSON CONSTRUCTION LLC		7/01/2024	C-004-22	7/10/2024	PERMIT REFUND 600 E MEIGS ST (3M)	1,000.00
[1000144] RETIREMENT PLAN CONSULTANTS LLC		7/03/2024	INVIMA21644	7/10/2024	RETIREMENT PLAN	105.89
[1000144] RETIREMENT PLAN CONSULTANTS LLC		7/03/2024	INVIMA21644	7/10/2024	RETIREMENT PLAN	58.07
[1000144] RETIREMENT PLAN CONSULTANTS LLC		7/03/2024	INVIMA21644	7/10/2024	RETIREMENT PLAN	44.40
[1000144] RETIREMENT PLAN CONSULTANTS LLC		7/03/2024	INVIMA21644	7/10/2024	RETIREMENT PLAN	109.30
[1000233] AXON		6/03/2024	PSINV0015024	7/10/2024	TIRES / TRACTOR	1,583.36
[1000118] DAWSON TIRE & WHEEL		6/10/2024	PSINV0015469	7/10/2024	SERVICE CALL ZONE 3 TRUCK	364.90
[1000118] DAWSON TIRE & WHEEL		6/21/2024	PSINV0016418	7/10/2024	TUBE480/70R38 JD TRACTOR - 1	208.63
[0256] NATHAN HOMES		7/01/2024	R-016-23	7/10/2024	PERMIT REFUND 29101 MARY ST	1,000.00
[7034500] LIM CONSTRUCTION DBA EVOLVED		7/01/2024	R-032-23	7/10/2024	PERMIT REFUND 28506 JESSIE CIR	1,000.00
[5911] Joe Hrbek		7/01/2024	R-040-23	7/10/2024	PERMIT REFUND 5911 N 292ND CIR	1,000.00
[7060500] CHARLES THOMAS HOMES		7/01/2024	R-057-23	7/10/2024	PERMIT REFUND 28502 JESSIE CIR	1,000.00
[7034500] LIM CONSTRUCTION DBA EVOLVED		7/02/2024	R-067-23	7/10/2024	PERMIT REFUND 28468 LAUREL CIR	1,000.00
[1000170] G & K Construction		7/01/2024	R-087-24	7/10/2024	PERMIT REFUND 7726 N 281ST AVE	500.00
General Fund Total						174,855.96
201	Utilities Fund					
[3065] OPPD		6/12/2024		7/10/2024	ELECTRIC	3,469.11
[3065] OPPD		6/12/2024		7/10/2024	ELECTRIC	5,829.75
[1451] Nebraska Rural Water Association		7/01/2024		7/10/2024	MEMBERSHIP RENEWAL 2024	450.00
[7966] Black Hills Energy		7/01/2024		7/10/2024	GAS	185.00
[2058] GREAT PLAINS COMMUNICATIONS		7/05/2024		7/10/2024	JULY 2024 CITY HALL	69.06
[2147] MUTUAL OF OMAHA PAYMENT PROCESSING		7/01/2024	001722243208	7/10/2024	EMPLOYEE BENEFITS	115.58
[104] Aqua-Chem		2/15/2024	00204580	7/10/2024	sodium hypochlorite	3,068.40
[104] Aqua-Chem		6/18/2024	00205702	7/10/2024	sodium hypochlorite	6,531.00
[1049004] GRAHAM, TERA		6/26/2024	01/29/2024	7/10/2024	308 S WEST WATER REFUND	87.47

City of Valley

A/P Bills by Fund from 6/17/2024 to 7/11/2024

<u>Account</u>	<u>Vendor</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>A/P Due Date</u>	<u>Description</u>	<u>A/P Owed</u>
[1099007]	CASPER, KELCEY	6/26/2024	05/01/2024	7/10/2024	217 W WARING WATER REFUND	81.75
[2051503]	BELL, LINDSEY	6/26/2024	05/01/2024	7/10/2024	116 E VASS WATER REFUND	91.75
[2067003]	WILLIAMS, JESSICA	6/26/2024	05/01/2024	7/10/2024	7530 N 285TH CIR WATER REFUND	105.60
[1096017]	CHAMBLISS, MICHELLE	6/26/2024	05/31/2024	7/10/2024	311 W WARING WATER REFUND	21.37
[619]	Five Nines Technology Group INC	7/01/2024	105738	7/10/2024	JULY SERVICE AGREEMENT	312.98
[2240]	VRBA Construction	6/19/2024	1329	7/10/2024	404 S PINE ST	2,330.00
[1006]	Jetco	6/14/2024	18285	7/10/2024	PROMAG W400 & 2 GROUNDING DISCS	10,191.03
[12100]	Eagle Engineering Group LLC	6/28/2024	2249	7/10/2024	WATER TREATMENT PLANT EXPANSION	31,244.00
[12100]	Eagle Engineering Group LLC	6/28/2024	2250	7/10/2024	GEN WATER, BLDG & ZONING	246.00
[144]	VALLEY CORP	6/07/2024	2882	7/10/2024	ST JOHN CHURCH	1,756.28
[250]	ARPS	6/12/2024	45381	7/10/2024	217 W CHARLES	2,209.63
[1000195]	Stanzel's Mow & Snow, LLC	6/06/2024	6163	7/10/2024	WATER MAIN BREAK REPAIR	1,125.00
[1000144]	RETIREMENT PLAN CONSULTANTS LLC	7/03/2024	INVIMA21644	7/10/2024	RETIREMENT PLAN	23.91
[1617]	PEOPLESERVICE INC	6/15/2024	PS-INV105033	7/10/2024	WWW MONTHLY SERVICE JULY	33,485.00
<u>Utilities Fund Total</u>						<u>103,029.67</u>
204	Nursing Home Fund					
[203]	FIRST STATE NEBRASKA BANK	7/01/2024		7/10/2024	PAYMENT #120	2,701.36
[186]	First Nebraska Bank (Brainard)	7/01/2024		7/10/2024	PAYMENT #186	2,701.36
[203]	FIRST STATE NEBRASKA BANK	7/01/2024		7/10/2024	PAYMENT #120	3,261.14
[186]	First Nebraska Bank (Brainard)	7/01/2024		7/10/2024	PAYMENT #186	3,261.14
<u>Nursing Home Fund Total</u>						<u>11,925.00</u>
Report Total						289,810.63

JULY ADDITIONAL BILL

USPP	373.52
MATZEN CLEANING	1,035.00
LDI	52.01
COX	525.25
FREMONT SEWER	99,497.21
BAMBOO – EFT	379.23

Pay Group: Payroll Period

City of Valley

Gross Wages

Employee

Hourly	\$41,027.78
Salary	\$15,887.48
Cell Phone Reimbursement	\$166.23
K9	\$166.95
Uniform	\$173.25
Total:	\$57,421.69

Net Pay	Uncollected	Collected
Net Check	\$0.00	
Direct Deposit		\$41,597.28

Deductions (included in gross wages)	Uncollected	Collected
2024 IRA 457(b)	\$1,898.98	\$0.00
2024 IRA 457(b) - Roth	\$893.72	\$0.00
Child Support	\$498.46	\$0.00
Dental Post-Tax	\$4.65	\$0.00
Medical	\$178.06	\$0.00
Mutual of Omaha - AD&D	\$5.00	\$0.00
Mutual of Omaha - LTD	\$0.00	\$0.00
Mutual of Omaha - STD	\$0.00	\$0.00
Mutual of Omaha - Vol Accident	\$62.62	\$0.00
Mutual of Omaha - Vol Critical Illness	\$49.93	\$0.00
Mutual of Omaha - Voluntary Life & AD&D	\$87.45	\$0.00
Mutual of Omaha- Life Ins	\$0.00	\$0.00
Vision Post-Tax	\$1.61	\$0.00
YMCA Membership (In-Network)	\$0.00	\$0.00
Deduction Total:	\$3,680.48	\$0.00

Employee Taxes (included in gross wages)	Uncollected	Collected
Federal	\$0.00	\$5,429.37
Medicare	\$0.00	\$822.68
Social Security	\$0.00	\$3,517.69
State (NE)	\$0.00	\$2,374.19
Employee Tax Total:	\$0.00	\$12,143.93

Pay Code: 7796-26870-1237291

Pay Date: 06/28/2024

06/09/2024 through 06/22/2024

Pay Group: Payroll Period

City of Valley

Employer Taxes	Uncollected	Collected
Medicare	\$0.00	\$822.68
NE-UI	\$0.00	\$18.49
Social Security	\$0.00	\$3,517.69
Employer Tax Total:	\$0.00	\$4,358.86

Uncollected

Checks To Print:	\$0.00
Employee Taxes:	\$0.00
Employer Taxes:	\$0.00
Deductions:	\$3,680.48

Collected

Direct Deposits:	\$41,597.28
Employee Taxes:	\$12,143.93
Employer Taxes:	\$4,358.86
Deductions:	\$0.00
Fees:	\$0.00
Other Collections:	\$0.00

Bank Transfer to BambooHR: \$58,100.07

Pay Group: Payroll Period

City of Valley

Gross Wages

Employee

Hourly	\$42,348.66
Salary	\$12,233.63
Cell Phone Reimbursement	\$166.23
K9	\$166.95
Other Taxable	\$1,846.17
Uniform	\$173.25
Total:	\$56,934.89

Net Pay

Net Check
Direct Deposit

Uncollected

\$0.00

Collected

\$40,938.67

Deductions (included in gross wages)

Uncollected

Collected

2024 IRA 457(b)	\$2,101.59	\$0.00
2024 IRA 457(b) - Roth	\$909.86	\$0.00
Child Support	\$498.46	\$0.00
Dental Post-Tax	\$4.65	\$0.00
Medical	\$178.06	\$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	\$29.60	\$0.00
Mutual of Omaha - Vol Critical Illness	\$44.21	\$0.00
Mutual of Omaha - Voluntary Life & AD&D	\$69.18	\$0.00
Mutual of Omaha- Life Ins	\$0.00	\$0.00
Vision Post-Tax	\$1.61	\$0.00
YMCA Membership (In-Network)	\$0.00	\$0.00
Deduction Total:	\$3,837.22	\$0.00

Pay Code: 7796-26870-1237290

Pay Date: 06/14/2024

05/26/2024 through 06/08/2024

Pay Group: Payroll Period

City of Valley

Employee Taxes (included in gross wages)	Uncollected	Collected
Federal	\$0.00	\$5,505.83
Medicare	\$0.00	\$815.63
Social Security	\$0.00	\$3,487.52
State (NE)	\$0.00	\$2,350.02
Employee Tax Total:	\$0.00	\$12,159.00

Employer Taxes	Uncollected	Collected
Medicare	\$0.00	\$815.63
NE-UI	\$0.00	\$31.80
Social Security	\$0.00	\$3,487.52
Employer Tax Total:	\$0.00	\$4,334.95

Uncollected		Collected	
Checks To Print:	\$0.00	Direct Deposits:	\$40,938.67
Employee Taxes:	\$0.00	Employee Taxes:	\$12,159.00
Employer Taxes:	\$0.00	Employer Taxes:	\$4,334.95
Deductions:	\$3,837.22	Deductions:	\$0.00
		Fees:	\$226.56
		Other Collections:	\$0.00
		Bank Transfer to BambooHR:	\$57,659.18

City of Valley

Employee	Hours	Deduction Amount	YTD Total	Employer Amount	Employer YTD Total
2024 IRA 457(b)					
Cassell, Andrew	81.78	\$0.00	\$0.00	\$74.05	\$913.31
Clark, Caleb	7.35	\$198.61	\$3,903.49	\$12.90	\$253.61
Dohrmann, Kenneth	81.37	\$180.53	\$2,447.03	\$180.53	\$2,447.03
Donnermeyer, Christie	86.28	\$262.33	\$3,241.63	\$157.40	\$1,944.98
Eggen, Doug	80.00	\$171.86	\$1,890.46	\$171.86	\$2,218.56
Emmi, Sarah	78.02	\$54.63	\$701.52	\$54.63	\$701.52
Hempel, Michael	81.47	\$169.03	\$2,264.26	\$169.03	\$2,264.26
Musson, James	85.62	\$136.09	\$1,776.85	\$136.09	\$1,776.85
Ratigan, Patrick	80.75	\$97.45	\$1,330.57	\$97.45	\$1,330.57
Sheets, Tim	83.17	\$157.93	\$2,172.17	\$157.93	\$2,172.17
Sorensen, Lori	73.67	\$0.00	\$0.00	\$117.13	\$1,427.75
Spinar, Stacy	80.07	\$116.02	\$1,505.24	\$116.02	\$1,505.24
Stewart, Samantha	80.33	\$0.00	\$349.60	\$121.77	\$1,567.35
Tilson, Christian	79.65	\$47.79	\$639.48	\$95.58	\$1,278.93
Van Den Boogaart, Jeroen	80.55	\$197.09	\$2,641.64	\$197.09	\$2,641.64
Willmann, Geoffrey	79.25	\$109.62	\$1,477.66	\$109.62	\$1,477.66
Grand Total					
Total Count: 16	Grand Total: 1,219.32	\$1,898.98	\$26,341.60	\$1,969.08	\$25,921.43

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

City of Valley

Employee	Hours	Deduction Amount	YTD Total	Employer Amount	Employer YTD Total
2024 IRA 457(b) - Roth					
Cassell, Andrew	81.78	\$74.05	\$913.31	\$0.00	\$0.00
Eggen, Doug	80.00	\$257.80	\$3,327.96	\$0.00	\$0.00
Sorensen, Lori	73.67	\$195.22	\$2,379.59	\$0.00	\$0.00
Stewart, Samantha	80.33	\$121.77	\$1,567.35	\$0.00	\$0.00
Tilson, Christian	79.65	\$47.79	\$639.48	\$0.00	\$0.00
Van Den Boogaart, Jeroen	80.55	\$197.09	\$2,641.64	\$0.00	\$0.00
Grand Total					
Total Count: 6	Grand Total: 475.98	\$893.72	\$11,469.33	\$0.00	\$0.00

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

City of Valley

Employee	Hours	Deduction Amount	YTD Total	Employer Amount	Employer YTD Total	
2024 IRA 457(b)						
Cassell, Andrew	82.12	\$0.00	\$0.00	\$74.24	\$839.26	
Clark, Caleb	0.00	\$349.48	\$3,704.88	\$22.71	\$240.71	
Dohrmann, Kenneth	89.32	\$222.92	\$2,266.50	\$222.92	\$2,266.50	
Donnermeyer, Christie	77.87	\$226.98	\$2,979.30	\$136.19	\$1,787.58	
Eggen, Doug	80.00	\$171.86	\$1,718.60	\$171.86	\$2,046.70	
Emmi, Sarah	81.85	\$56.74	\$646.89	\$56.74	\$646.89	
Hempel, Michael	88.63	\$205.41	\$2,095.23	\$205.41	\$2,095.23	
Musson, James	85.52	\$131.61	\$1,640.76	\$131.61	\$1,640.76	
Ratigan, Patrick	80.73	\$97.31	\$1,233.12	\$97.31	\$1,233.12	
Sheets, Tim	82.75	\$157.92	\$2,014.24	\$157.92	\$2,014.24	
Sorensen, Lori	79.87	\$0.00	\$0.00	\$126.99	\$1,310.62	
Spinar, Stacy	80.85	\$117.76	\$1,389.22	\$117.76	\$1,389.22	
Stewart, Samantha	80.15	\$0.00	\$349.60	\$121.04	\$1,445.58	
Tilson, Christian	80.10	\$48.06	\$591.69	\$96.12	\$1,183.35	
Van Den Boogaart, Jeroen	80.48	\$197.07	\$2,444.55	\$197.07	\$2,444.55	
Willmann, Geoffrey	82.55	\$118.47	\$1,368.04	\$118.47	\$1,368.04	
Grand Total						
	Total Count: 16	Grand Total: 1,232.78	\$2,101.59	\$24,442.62	\$2,054.36	\$23,952.35

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

City of Valley

Employee	Hours	Deduction Amount	YTD Total	Employer Amount	Employer YTD Total
2024 IRA 457(b) - Roth					
Cassell, Andrew	82.12	\$74.24	\$839.26	\$0.00	\$0.00
Eggen, Doug	80.00	\$257.80	\$3,070.16	\$0.00	\$0.00
Sorensen, Lori	79.87	\$211.65	\$2,184.37	\$0.00	\$0.00
Stewart, Samantha	80.15	\$121.04	\$1,445.58	\$0.00	\$0.00
Tilson, Christian	80.10	\$48.06	\$591.69	\$0.00	\$0.00
Van Den Boogaart, Jeroen	80.48	\$197.07	\$2,444.55	\$0.00	\$0.00
Grand Total					
Total Count: 6	Grand Total: 482.72	\$909.86	\$10,575.61	\$0.00	\$0.00

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

Commission Summary

Date

6/20/2024



Paid to City of Valley
For Period 6/1-6/15/2024

Description	Amount
	4,014.16

Amount \$4,014.16

Commission Summary

Date

7/3/2024



Paid to

City of Valley

For Period

6/16-6/30/2024

Description	Amount
	3,804.28

Amount

\$3,804.28

Date: July 3, 2024

To: City of Valley

Report by: Jeremy Beam, Lead Operator

O & M Report: June 2024

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

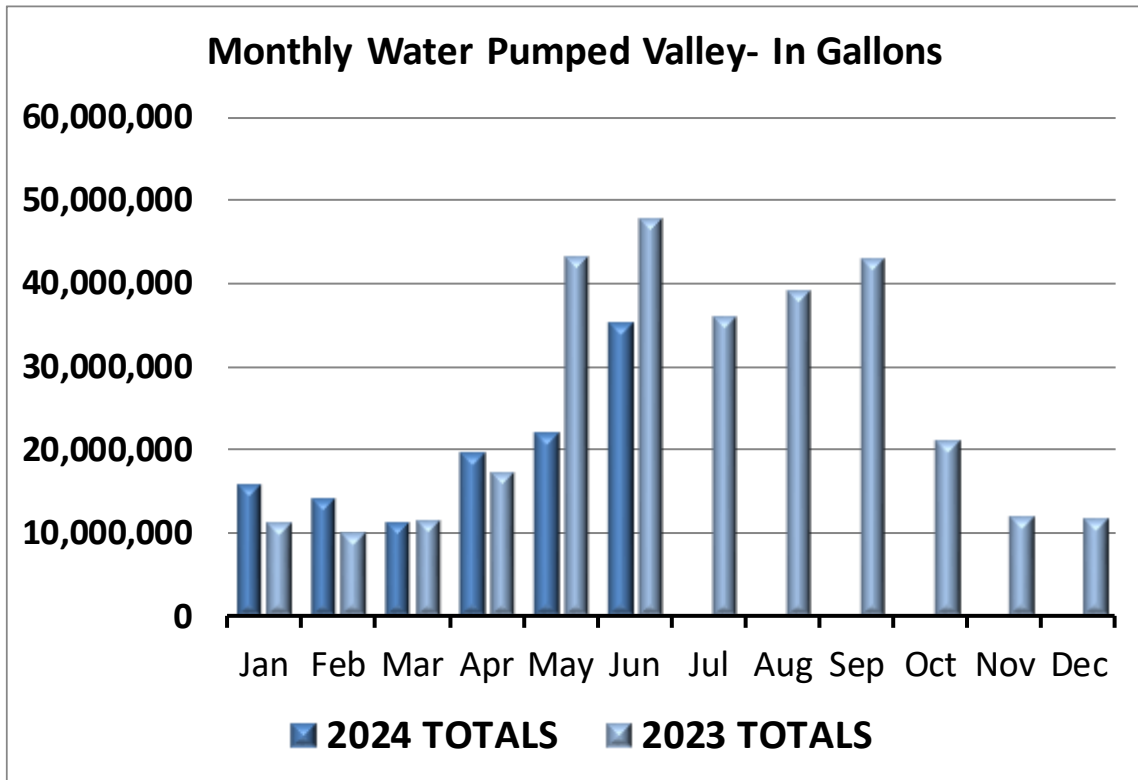
Water Operation & Maintenance:

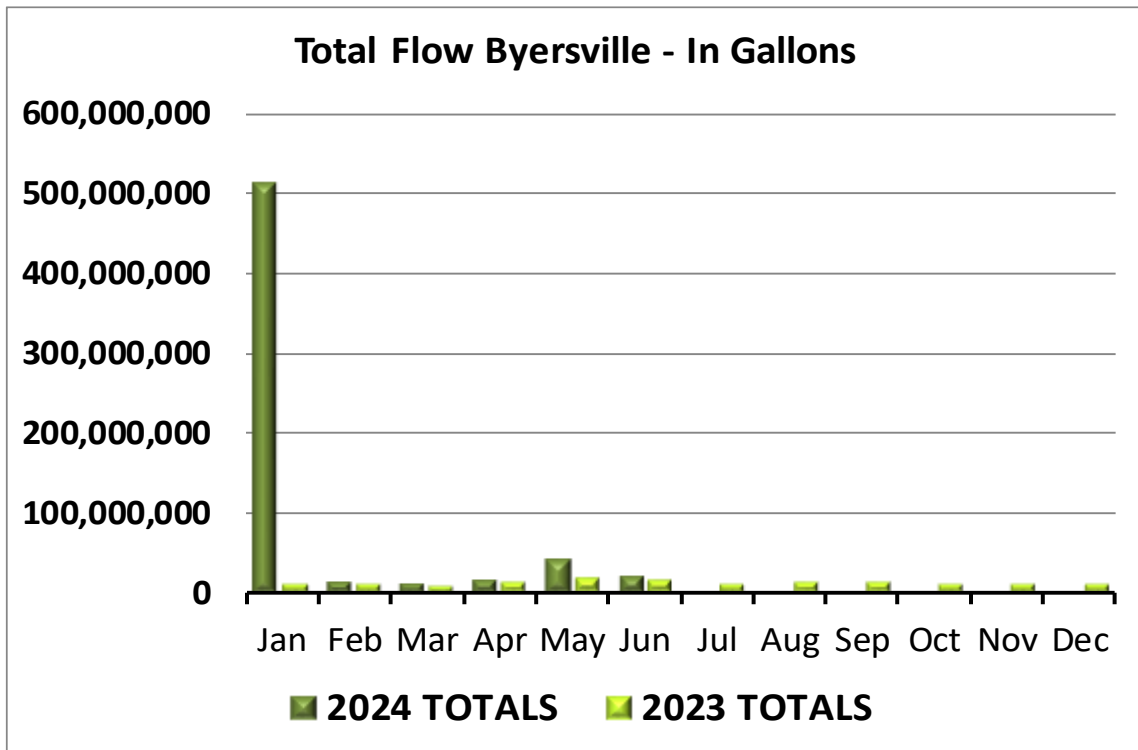
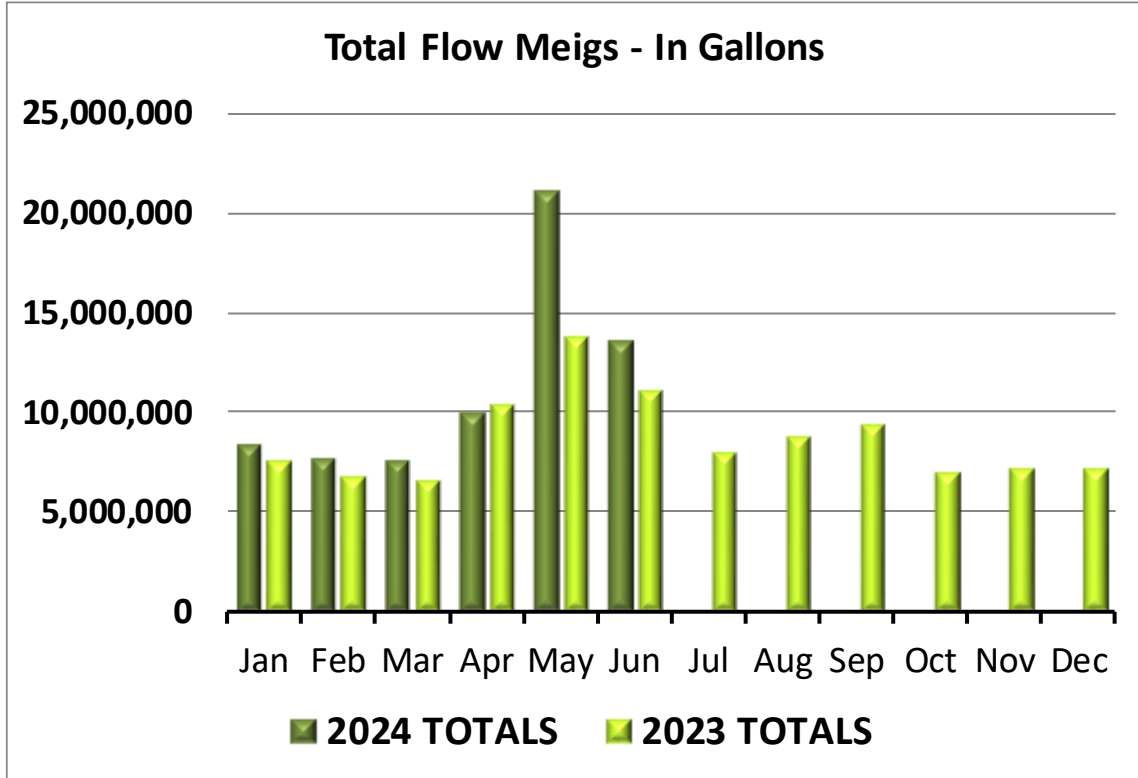
- We had 460 locates for the month.
- Read meters on the 25th.
- Worked on MXU's not reading and installed new MXU's on new builds.
- At the begging of the month, we did ice pigging with great results. We were unable to do some of the streets due to broken valves and no hydrants on the streets, we needed one on each end of the run. We had 2 water main brakes due to water hammer shutting of fire hydrants. The ice pigging itself did no damage to any of the pipes. The next day we had to flush a couple of streets due to brown water but cleared up fast.
- The MAG meter for the water plant was delivered. We are getting a schedule to install it; we need this new meter because the old one does not read correctly when wells are turned up past 14,000 gallons per min. This affects the chemicals now that they run by the meter.

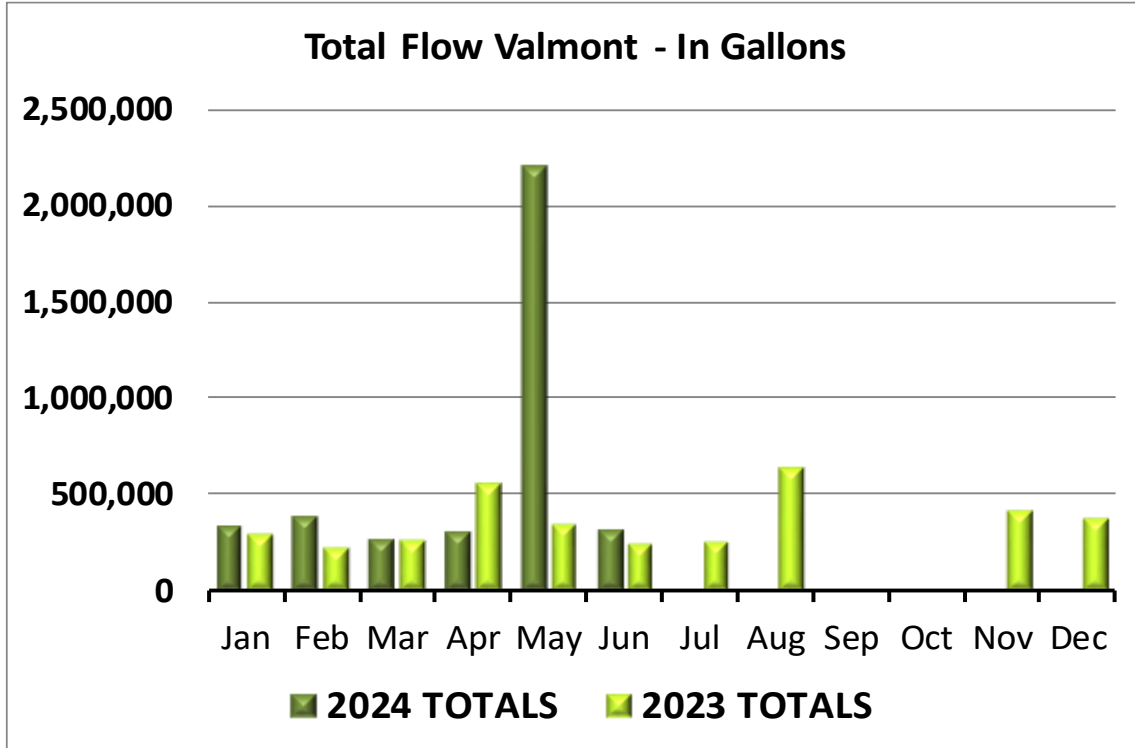
Wastewater Operation & Maintenance:

- The add a phase at Ginger Woods #1 was replaced, due to part of it not allowing one of the pumps to work.
- The grinder at Byarsville was making a bad grinding noise, we had Iowa Pump come look out and look at it, one of the shafts is not working correctly so Iowa Pump pulled the grinder and is working on fixing the shaft.
- Valhaven effluent pipe rusted out, the water after being pumped was coming back into the lift station so we had Vrba replace the pipe. It is part of the upgrade we just needed to do it sooner. This lift station is being replaced but still waiting on parts.
- Ginger Cove #3 is waiting on a PLC; it is running on a sump pump at this time.

Water	Units	June-24	May-24	June-23
Total Monthly Pumped Valley	gallons	35,354,000	21,983,000	47,698,000
Daily Average Pumped Valley	gallons	1,136,000	649	1,457,000
Average Fluoride Residual	mg/L	0.00	0.00	0.00
Fluoride used	lbs	137.00	69.10	304.10
Average Chlorine Residual	mg/L	0.49	0.45	0.38
Chlorine used	lbs	4,118.00	2,730.00	412.30
Potassium Permanganate	lbs	1,034.00	647.00	684.30
Wastewater				
Effluent Flow				
Total Flow Meigs Street	gallons	13,584,000	21,149,000	11,094,000
Avg Daily Flow Meigs Street	gallons	453,000	682,000	370,000
Total Flow Byarsville	gallons	20,500,000	43,146,000	14,093,000
Avg Daily Flow Byarsville	gallons	683,000	1,392,000	470,000
Total Flow Valmont	gallons	322,000	2,213,000	428,780
Avg Daily Flow Valmont	gallons	11,000	71,000	13,831







Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Maintenance Budget	\$30,925.00	\$14,345.00	46%	67%
Total	\$30,925.00	\$14,345.00	46%	100%

June Work Orders Completed:

Completed	Equipment	Location	Task
06/03/24	AIR COMPRESSOR	30029 WT Valley, NE	Inspection
06/03/24	PORTABLE GAS MONITOR	30029 WT Valley, NE	Calibrate Equipment
06/03/24	FIRE EXTINGUISHERS	30029 WT Valley, NE	Inspection
06/06/24	GINGER COVE LIFT STATION #1	30029 WW Valley, NE	LS Monthly PM
06/06/24	GINGER COVE LIFT STATION #2	30029 WW Valley, NE	LS Monthly PM
06/06/24	GINGER WOODS LIFT STATION #1	30029 WW Valley, NE	LS Monthly PM
06/06/24	GINGER WOODS LIFT STATION #2	30029 WW Valley, NE	LS Monthly PM

Completed	Equipment	Location	Task
06/06/24	GINGER WOODS LIFT STATION #3	30029 WW Valley, NE	LS Monthly PM
06/06/24	LIFT STATION #1-VALLEY, NE SYST	30029 WW Valley, NE	LS Monthly PM
06/06/24	VALLEY SHORES LIFT STATION 1	30029 WW Valley, NE	LS Monthly PM
06/06/24	VALLEY SHORES LIFT STATION 2	30029 WW Valley, NE	LS Monthly PM
06/06/24	VALLEY SHORES LIFT STATION 3	30029 WW Valley, NE	LS Monthly PM
06/11/24	VALHAVEN LIFTSTATION	30029 WW Valley, NE	LS Annual PM
06/11/24	BLUEWATER LIFTSTATION 1	30029 WW Valley, NE	LS Monthly PM
06/11/24	BLUEWATER LIFTSTATION 2	30029 WW Valley, NE	LS Monthly PM
06/11/24	BLUEWATER LIFTSTATION 3	30029 WW Valley, NE	LS Monthly PM
06/11/24	BLUEWATER LIFTSTATION 4	30029 WW Valley, NE	LS Monthly PM
06/11/24	BLUEWATER LIFTSTATION 5	30029 WW Valley, NE	LS Monthly PM
06/11/24	BLUEWATER LIFTSTATION 6	30029 WW Valley, NE	LS Monthly PM
06/11/24	BLUEWATER LIFTSTATION 7	30029 WW Valley, NE	LS Monthly PM
06/18/24	MEIGS LS EMERGENCY GENERATOR	30029 WW Valley, NE	LS Monthly PM
06/18/24	REGIONAL LS EMERGENCY GENERATOR	30029 WW Valley, NE	LS Monthly PM
06/18/24	VALHAVEN LIFTSTATION	30029 WW Valley, NE	LS Monthly PM
06/20/24	BYERSVILLE LS EMERGENCY GENERATOR	30029 WW Valley, NE	LS Monthly PM
06/20/24	COUNTRY AIRE LIFTSTATION	30029 WW Valley, NE	LS Monthly PM
06/20/24	DAIRY QUEEN LIFTSTATION	30029 WW Valley, NE	LS Monthly PM
06/20/24	MALLARD LANDING LIFT STATION 1	30029 WW Valley, NE	LS Monthly PM
06/20/24	MALLARD LANDING LIFT STATION 2	30029 WW Valley, NE	LS Monthly PM
06/20/24	MALLARD LANDING LIFT STATION 3	30029 WW Valley, NE	LS Monthly PM
06/20/24	MALLARD LANDING LIFT STATION 4	30029 WW Valley, NE	LS Monthly PM

Valley Cemetery Board

Valley City Hall

June 20, 2024

Present: Dean Slader, Geri Nordell, Kurt Muhle, Everett Lerew

Absent: Betty Wilmer, Krista Lewis

Guests: Kelly Kava, Lindi Kava

Meeting called to order by Chairman Dean Slader at 6:35 p.m.

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

There were no corrections to the previous Minutes and Kurt made a motion to approve the Minutes as written and Geri provided the second. All voted in favor and the motion passed.

OLD BUSINESS

Linda George stone: Everett presented a draft letter to be sent to Fremont Monument concerning the lack of response concerning the vandalized stone placed in honor of Linda George. We are approaching a year since the damage occurred and there have been several attempts to get them to come and look at the stone and see if it can be repaired or if replacement would be their suggestion. Kurt will retype the letter and send it out for all members to review and have it ready for all members to sign at the next meeting.

Snide property: Geri updated the Board on a meeting she had with Dave Ptak, Interim City Administrator and Rune Van Den Boogart, Building Inspector. Geri advised that Rune has promised to have a packet prepared to present to the City Council at their July meeting and would then be voted on at the August meeting and if there is Council support, the City Attorney would then take the packet and present it to a Douglas County Judge for an Order of some kind. Geri also provided Board Members with a packet she put together with a loose timeline of actions promised and not acted on dating back to when Michael Burns was Building Inspector. Geri also discussed phone calls she had made with various Douglas County Officials including Mary Ann Borgeson, the Douglas County Engineer's Office, the Douglas County Sheriffs' Office and the Valley Police Department.

48 State Tour: Krista has done an amazing job organizing this and several items on her email to the Board Members were discussed. This event is scheduled for July 22 from 9 a.m. to 3 p.m.

Lot 73 ¼ update: nothing to report

NEW BUSINESS

Geri reported that she had received several requests to find locations of graves prior to Memorial Day.

Lot 93 (Randal Rex Kellams): one of the stones by the headstone has been moved and there is a new concrete foundation or unknown what the purpose of it is. There has not been a request to place an additional stone here. Geri reported seeing two males working in the area and when she went back out, she found this.

The next meeting will be **July 11, 2024 at 6:30 p.m.**

Everett made a motion to adjourn the meeting and Geri provided the second.

The meeting was adjourned at 8:05 p.m.

Kurt Muhle
Acting Secretary

COMMUNITY DEVELOPMENT AGENCY

May 14, 2024

Chairman Cindy Grove called the meeting to order at 7:00 p.m. Present were chair Cindy Grove, agency members, John Batcher, Chris TenEyck and Bryon Ueckert, Linda Lewis, and secretary Christie Donnermeyer.

The chairman announced a copy of the open meetings act is located on the north wall of the Council Chamber. Notice of meeting was published in The Daily Record.

Agency member Batcher moved for approval of Resolution No. CDA 2024-01 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEY, NEBRASKA, SITTING AS THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY, DIRECTING THAT THE REDEVELOPMENT PLAN PREPARED BY OSC VALLEY MEIGS 1, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OSC VALLEY MEIGS 2, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, AND OMNICORP VALLEY, LLC, A NEBRASKA LIMITED LIABILITY COMPANY (COLLECTIVELY, THE "REDEVELOPER") FOR A PORTION OF THE CITY PURSUANT TO THE NEBRASKA COMMUNITY DEVELOPMENT LAW BE REFERRED TO THE PLANNING COMMISSION FOR ITS REVIEW AND RECOMMENDATION AS TO CONFORMITY WITH THE GENERAL PLAN FOR DEVELOPMENT OF THE CITY AS A WHOLE; AND NOTIFYING THE CITY COUNCIL OF THE RECEIPT OF SUCH PLAN. Agency member TenEyck seconded the motion. Batcher, Ueckert, Lewis and TenEyck voted YES. NO: no one. Motion carried. A true, correct, and complete copy of said Resolution is on file at city hall.

Chairman Grove signed the Resolution, and the secretary attested her signature.

Agency member Batcher moved for approval of Resolution No. 2024-02 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEY, NEBRASKA, SITTING AS THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY, APPROVING AMENDMENT TO REDEVELOPMENT CONTRACT (AMENDMENT NO. 9) BY AND BETWEEN THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF VALLEY AND BLUEWATER DEVELOPMENT CORPORATION AND AUTHORIZING AND DIRECTING THE FILING OF THE ATTACHED AND INCORPORATED NOTICE TO DIVIDE. Agency member TenEyck seconded the motion. Batcher, Ueckert, Lewis and TenEyck voted YES. NO: no one. Motion carried. A true, correct, and complete copy of said Resolution is on file at city hall.

Chairman Grove signed the Resolution, and the secretary attested her signature.

Agency member TenEyck moved for approval of Resolution No. 2024-03 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEY, NEBRASKA, SITTING AS THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY, APPROVING AN AMENDMENT TO AMENDMENT TO REDEVELOPMENT CONTRACT (AMENDMENT NO. 6) BY AND BETWEEN THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF VALLEY AND BLUEWATER DEVELOPMENT CORPORATION AND AUTHORIZING AND DIRECTING THE FILING OF THE ATTACHED AND INCORPORATED AMENDED NOTICE TO

DIVIDE. Agency member Lewis seconded the motion. Batcher, Ueckert, Lewis and TenEyck voted YES. NO: no one. Motion carried. A true, correct, and complete copy of said Resolution is on file at city hall.

Chairman Grove signed the Resolution, and the secretary attested her signature.


Agency member TenEyck moved for approval of Resolution No. 2024-04 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEY, NEBRASKA, SITTING AS THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY, APPROVING AN AMENDMENT TO AMENDMENT TO REDEVELOPMENT CONTRACT (AMENDMENT NO. 7) BY AND BETWEEN THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF VALLEY AND BLUEWATER DEVELOPMENT CORPORATION AND AUTHORIZING AND DIRECTING THE FILING OF THE ATTACHED AND INCORPORATED AMENDED NOTICE TO DIVIDE. Agency member Lewis seconded the motion. Batcher, Ueckert, Lewis and TenEyck voted YES. NO: no one. Motion carried. A true, correct, and complete copy of said Resolution is on file at city hall.

Chairman Grove signed the Resolution, and the secretary attested her signature.

Agency member Batcher moved for approval of Resolution No. 2024-05 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEY, NEBRASKA, SITTING AS THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY, APPROVING AN AMENDMENT TO AMENDMENT TO REDEVELOPMENT CONTRACT (AMENDMENT NO. 8) BY AND BETWEEN THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF VALLEY AND BLUEWATER DEVELOPMENT CORPORATION AND AUTHORIZING AND DIRECTING THE FILING OF THE ATTACHED AND INCORPORATED AMENDED NOTICE TO DIVIDE. Agency member Lewis seconded the motion. Batcher, Ueckert, Lewis and TenEyck voted YES. NO: no one. Motion carried. A true, correct, and complete copy of said Resolution is on file at city hall.

Chairman Grove signed the Resolution, and the secretary attested her signature.

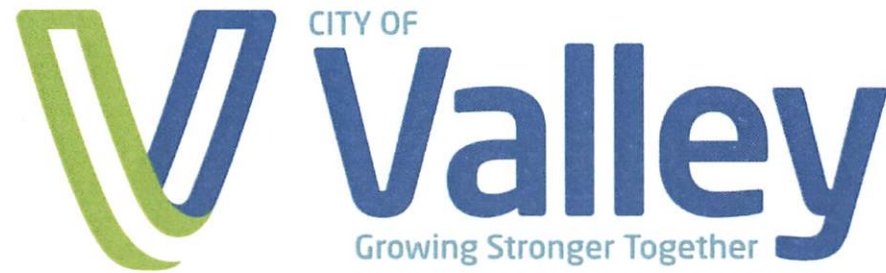
The meeting was adjourned at 7:06 p.m.


Christie Donnermeyer, Secretary


Cindy Grove, Chairperson

DAILY RECORDS**June 2024**

	This month	Last month	Last year
LIBRARY VISITS:			
Adults	347	463	402
Children	2082	667	958
Computers			
Adults	28	34	33
Children	63	91	89
Fax/Copies	40	49	29
REFERENCE TRANSACTIONS			
Locating Library Materials	89	91	68
Readers' Advisory	27	28	37
Account info and renewals	47	23	40
Technology Assistance	86	89	62
Local Info	107	17	47
General Info	468	210	318
Total	824	458	572
TOTAL NUMBER OF LIBRARY PROGRAMS:			
Adults	6	9	8
Teens	4	5	2
Children	26	12	18
Pre-K	4	2	4
Total	40	28	32
TOTAL PROGRAM ATTENDANCE:			
Adults	30	71	40
Teens	25	40	10
Children	1467	248	675
Pre-K	283	72	42
Total	1805	431	767
NEW PATRONS			
Valley	20	14	8
Douglas County	1	3	4
Non-Douglas County	4	5	3
Total	25	22	15
Volunteers/hours	4/10	0/0	2/16
MATERIALS CHECKED OUT:			
Adult	944	846	963
Children	2517	1929	2104
Overdrive	259	327	250



CERTIFICATE OF APPRECIATION PRESENTED TO

Gerri Nordell

FOR YOUR DEDICATION AND CONTRIBUTION TO THE COMMUNITY

Cemetery Board: 2015 – 2024

PRESENTED BY THE CITY OF VALLEY, NEBRASKA

JULY 9, 2024

Cindy Grove, Mayor

Christie Donnermeyer, City Clerk



OATH OF OFFICE

I, Bobby Martinez do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of Police Officer for the City of Valley, Nebraska, according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me God.

Bobby Martinez

Subscribed and sworn to before me a Notary Public in and for the State of Nebraska,
this ____ day of _____, 20_____.

Notary Public

Christie Donnermeyer

From: Valley City Office
Sent: Monday, June 24, 2024 11:24 AM
To: Cindy Grove; 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 Apartment 105 Omaha, NE 68130

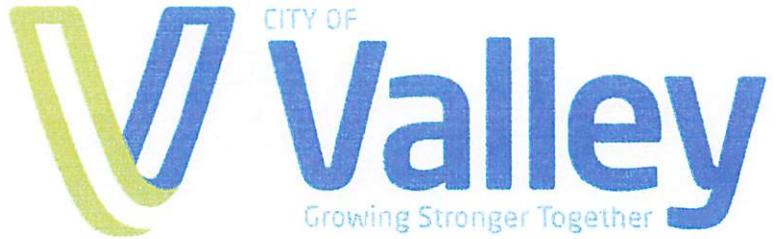
Agenda Item Description: Public notice / remind of the 2024 Cornhusker State Games Triathlon to be held at Mallard Landing on Sunday July 14th, from 6am to Noon.

Requested Action: Identify any concerns and address questions

Does this require an expenditure of funds: No

[View in List](#)

Citizen Agenda Item



Anyone wishing to request an agenda item or offer comments or concerns about City matters, are asked to complete this form and return it to the City Office in person at 203 N Spruce Street, via mail at PO Box 682, Valley, NE 68064 or via email to cityclerk@valleyne.org.

Requests must be received by 5:00 PM on the Thursday prior to the City Council Meeting.

Council Meetings are held on the second Tuesday of each month at 7:00 PM.

Today's Date: July 3 2024 For the meeting date of: July 9 2024

Agenda item title: 270 & Maple

Please clearly state your comment or concern:

Need to end discussion on this project

Please state what action you would like the Council to take:

Let the vote stand since this was the first vote. That is on record.

Does this item require the expenditure of funds? Yes _____ No

Name: [Signature]

Address: 7506 N 285 Ave

Phone: 402 690 9434 Email: jt.kissner@ya.com

Christie Donnermeyer

From: Valley City Office
Sent: Wednesday, July 3, 2024 7:57 AM
To: Cindy Grove; Christie Donnermeyer
Subject: Council Agenda Request Angela Exstrom

Name: Angela Exstrom

Phone: 402-881-5921

Email Address: aexstrom@yahoo.com

Address: 502 S Park Ave Valley, NE 68064

Agenda Item Description: 1. Request to use city property at 2nd & Locust Street for fireworks display put on by Hometown Fireworks. 2. Request street closures for Valley Days.

Requested Action: Allow streets to be closed for Valley Days event and property to be used for fireworks display. Also request one public works employee during the parade on Saturday August 10 from 11am to 12:30pm.

Does this require an expenditure of funds: Yes

[View in List](#)



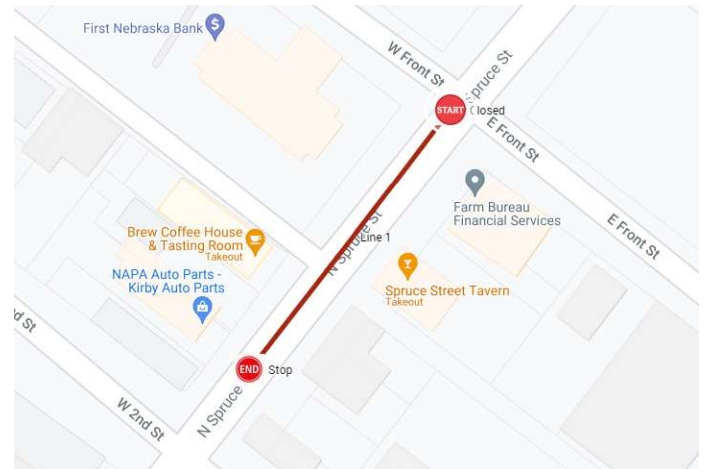
Valley Days and street closure update

Public Works will put out barricades on Friday August 11 and volunteers will move them as needed for all activities.

Friday August 9:

Beer garden, backyard BBQ context and street dance featuring The Traynr Band. Spruce Street Tavern will have a liquor licenses and there will be food trucks.

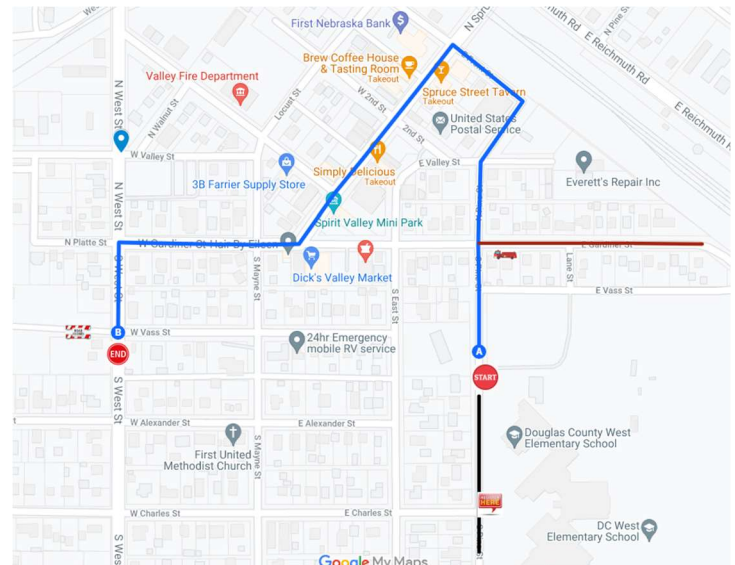
- Spruce Street closed from Front Street to 2nd Street
- Closed from 4 PM to 1 AM. Beer garden hours are from 6 PM to 12 AM.



Saturday August 10:

Parade, cornhole tournament and beer garden.

- Spruce Street closed from Front Street to 2nd Street from 11 AM to 1 AM.
 - Parade begins at 11:30 AM and then beer garden and DCWYSO cornhole tournament will begin following the parade.
- Spruce Street from 2nd to Gardiner will be closed from 11 AM until the parade is over.
- Pine Street, Gardiner Street and West Street will be closed shortly before the parade starts until it is over.
- Fireworks will be shot off at 10 PM.

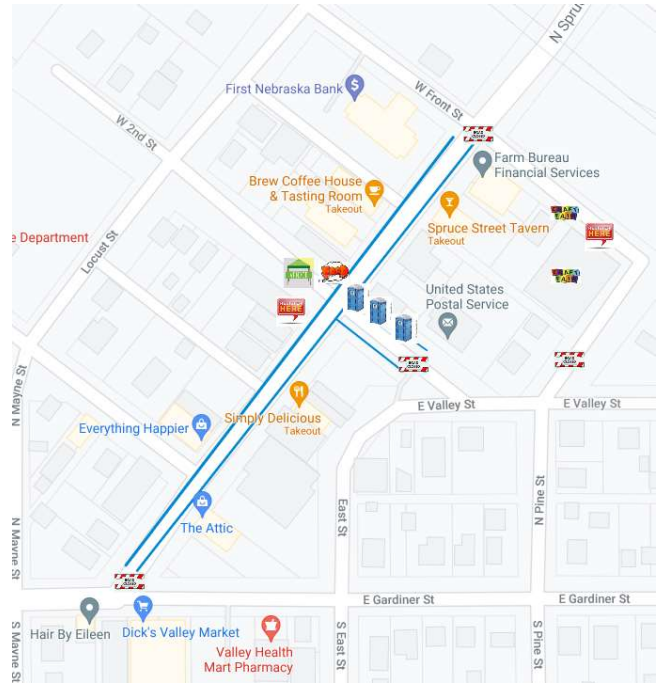


Volunteers will be stationed at each parade intersection during the parade however would like also request one public works employee working during the parade to assist if issues arise with street closures.

Sunday August 11:

Car & Craft / Vendor Show on Spruce Street and 2nd Street

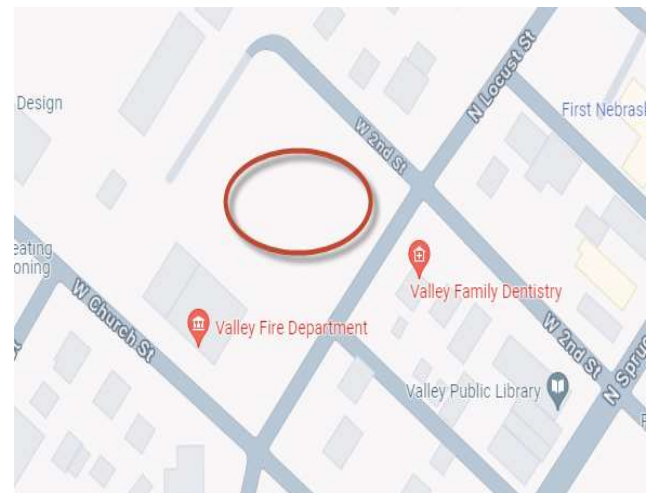
- Spruce Street closed from Front Street to Gardiner Street from 8 AM to 4 PM.
- 2nd Street closed from the Post Office to N Locust Street from 8 AM to 4 PM.



Fireworks Display:

Request to use city property at 2nd & Locust streets for Hometown Fireworks display.

- Display will be Saturday August 10 at 10 PM and will last 15 to 20 minutes.
- Hometown Fireworks gets all appropriate permits and approvals from FD and state fire marshal for a commercial display.



Christie Donnermeyer

From: Valley City Office
Sent: Wednesday, June 12, 2024 6:54 PM
To: Cindy Grove; Christie Donnermeyer
Subject: Council Agenda Request Linda Bogatz

Name: Linda Bogatz
Phone: 4022069177
Email Address: lindabogatz@gmail.com
Address: 317 N Spruce Street
Agenda Item Description: Approved kennel license
Requested Action: Approved a kennel license
Does this require an expenditure of funds: No

[View in List](#)

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



Waiver from Site Design Standards

Date: 7/5/2024

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

Property Owner's Name: Tom Dasenbrock Telephone No. _____

Applicants Address: 29304 GARVIN RD, Valley NE 68064

Applicants Email: lancestallion1@gmail.com

Legal Description of Property: LANDS SEC-TWN-RGE 23-16-09 IRREG 809.94 X 1314.38 FT

TRIA TRT S 1/2 NE 1/4 15.53 AC

Hereby request a waiver for the following:

Site Design Standards involving Article: 12 Section 05

Specifically: Design Standards for Commercial Areas

The section in its entirety.

The applicant is requesting the waiver for the following purpose: _____

The building in question was an existing hay barn that burned down. Due to the location of the property and its surrounding uses including its use as dead storage, the building should not be required to adhere to the standards listed above. The main use of the parcel is agricultural, although the property itself is zoned C-3.

I hereby certify the information in this application is true and correct to the best of my knowledge.

Applicant Signature _____ Date _____

I hereby state 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. 2024-38

League Association of Risk Management 2024-25 Renewal Resolution

WHEREAS, the City of Valley, Nebraska is a member of the League Association of Risk Management (LARM); and

WHEREAS, section 8.10 of the Interlocal Agreement for the Establishment and Operation of the League Association of Risk Management provides that a member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and the Nebraska Director of Insurance at least 90 days prior to the desired termination given to and that members may agree to extend the required termination notice beyond 90 days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM; and

WHEREAS, the Board of Directors of LARM has adopted a plan to provide contribution credits in consideration of certain agreements by members of LARM as provided in the attached letter.

BE IT RESOLVED that the governing body of the City of Valley, Nebraska, in consideration of the contribution credits provided under the LARM Board's plan, agrees to:

- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2027. (**180 day and 3 year commitment; 5% discount**)
- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2026. (**180 day and 2 year commitment; 4% discount**)
- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2025. (**180 day notice only; 2% discount**)
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2027. (**90 day notice and 3 year commitment only; 2% discount**)
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2026. (**2 year commitment only; 1%**)
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2025. (**90 day Notice only**)

Adopted this 9th day of JULY 2024.

Signature: _____
Title: **Cindy Grove, Mayor**

ATTEST: _____
Title: **Christie Donnermeyer, City Clerk**

Please email (customerservice@LARMpool.org) or fax (402.476.4089) the completed resolution to LARM.



1335 L. St, Ste 200
Lincoln, NE 68508
Phone: (402) 742-2600
Fax: (402) 476-4089
www.larmpool.org

June 24, 2024

Dear LARM Member,

Attached please find your Renewal Coverage Proposal for the 2024-25 Pool Year. This proposal is itemized by line of coverage to represent your specific limits, deductibles, annualized contributions and to outline LARM's resolution credit options available for the new term.

To ensure LARM members are adequately covered, LARM is increasing overall values. Most members are seeing property values, contents, and property in the open increases of 5% depending on if you had a valuation of your properties in the last year. This is also being driven by reinsurance to ensure proper coverage on catastrophic losses.

To continue the goal of pursuing a strong financial position, the LARM Board formally approved the recommended adjustment to the 2024-25 Pool Year rate levels as follows:

- + 8.9% rate adjustment for Property.
- + 10% adjustment Level rates for Liability Coverages.
- + 5% adjustment for Workers' Compensation.

Finally, the information presented in this communication packet does not include any potential mono-line insurance placements that are not part of the formal LARM Property, General Liability or Workers' Compensation coverages (such as Bonds, Special Events Coverage, Liquor Liability, etc.) In addition, please be advised that your final invoice amount may vary from the renewal packet based on endorsements that require contribution adjustment over the next several weeks.

As always, the LARM Board and staff are very pleased that your community will continue to support LARM as we celebrate our 30th year in 2025 of unparalleled commitment to serving our Members. On behalf of each of us, I thank you for making our partnership a mutual success.

Sincerely,

LEAGUE ASSOCIATION OF RISK MANAGEMENT

A handwritten signature in black ink that reads 'Tracy Juranek'.

Tracy Juranek

Customer Service Specialist/Assistant Executive Director



1335 L. St, Ste 200
Lincoln, NE 68508
Phone: (402) 742-2600
Fax: (402) 476-4089
www.larmpool.org

How to process the attached annual renewal resolution

As always, LARM continues to seek certainty on upcoming Member commitments to allow us to accurately forecast our financial position. Requiring all Members to make annual elections by means of the Renewal Resolution affords us the fiscal confidence to structure a more stable program year-over-year. In return, LARM is able to translate this financial benefit to our Members in the form of corresponding contribution credits. Because predictability is strongest when estimates have future value, completing a new resolution each year delivers the best opportunity for this objective.

If you signed a 3-year resolution last year to receive the 5% discount, you may once again return a new 3-year resolution to continue to receive the 5% discount this year. Any member can opt for the 3-year option at any renewal to receive the maximum available discount.

If you are a Member that desires to competitively bid your coverage in the next three (3) years:

- If you already have a three (3) year Renewal Resolution at the 5% discount;
 - ↳ Execute a two (2) year Renewal Resolution at the 4% discount at the upcoming.
- If you already have a two (2) year Renewal Resolution at the 4% discount;
 - ↳ Execute a one (1) year Renewal Resolution for either the 2% or 0% discount.
- If you already have a one (1) year renewal Resolution, you must provide written notice of termination in accordance with the necessary days identified in the Renewal Resolution prior to the desired termination date.

If you do not execute/return a Renewal Resolution for the new Pool Year:

- You will automatically drop to the next lower commitment/contribution credit for that Pool Year (for example: If you were at a three (3) year commitment and do not execute/return a Renewal Resolution for the new Pool Year, you will automatically drop to a two (2) year commitment).

The enclosed Renewal Resolution form for the new term is made available for your use in designating the annual selection for the 2023-24 Pool Year. Once you have elected your contribution credit option, please authorize the Renewal Resolution and return to LARM to the address provided on the form. In order that LARM is able to issue process invoices as quickly as possible and prior to inception of the 2023-24 Pool Year, LARM requests that the fully executed Renewal Resolution be received no later than **August 16, 2024**. Once the Renewal Resolution

has been received by LARM, complete renewal packet materials (invoices, coverage documents, auto ID cards, etc.) will be prepared and delivered to you.

We are happy to review and discuss any questions or concerns you may have regarding this important process; therefore, we encourage you to contact your agent or LARM Customer Service if you need assistance.

Important Postscript:

Nebraska Revised Statutes §44-4309(1) requires that any member of a government risk management pool may voluntarily terminate its participation in the pool, but must notify the Director of the Nebraska Department of Insurance and the other members of the pool at least ninety (90) days prior to the desired termination date. **The notification to the Nebraska Department of Insurance and to LARM should be sent via certified mail.** The member's decision to terminate participation in the government risk pool is subject to the approval of the Director of the Nebraska Department of Insurance.



Procedures for Meetings of the Valley City Council

When

- The City Council meets once a month on the second Tuesday of the month at 7:00 PM. Holidays and unexpected conflicts may create exceptions to this practice.
- The City Council will call a special meeting whenever it is deemed necessary for the efficient operation of the City.
- Council meetings are called to order at 7:00 PM unless another time is stipulated.

Where

- Regular and special meetings of the City Council are held in the City Council Chambers located at City Hall at 203 North Spruce Street in Valley, unless another location is specifically identified and noticed.

Notice of Meetings

- Official notice of the time and place of the regular City Council meetings are published in The Daily Record.
- Notice of special meetings are published in The Daily Record at least 24 hours in advance, unless an emergency exists in which case notice of the special meeting shall be posted at the following locations: City Hall, Valley Public Library, City of Valley website and Valley Post Office.

Agendas

- Agendas for regular monthly meetings of the City Council will be prepared in advance and kept continually current and available to the public at the City Clerk's office located at City Hall, 203 North Spruce Street in Valley.
- Citizens may request an item to be placed on the agenda for consideration by the City Council by filing out the City Council Agenda Request form online or in person with the City Clerk at City Hall by Wednesday at 5:00 PM prior to the City Council meeting. Requests shall be reviewed by the City Administrator and the citizen notified in writing if the item will be placed on the agenda.

Public Participation

- The public will be allowed to speak during the Public Comments/Visitor Correspondence Item listed on the agenda.

- If a citizen speaks on an item not on the agenda or an item on the agenda that does not require a public hearing, the citizen will be limited to 3 minutes. No discussion or action shall be taken by the City Council. Comments made in the form of questions or requests shall be taken under advisement and the City Council may direct the City Administrator to respond to the question or request to the citizen in writing.
- If a citizen wishes to speak on an item that requires a public hearing, comments shall be held until that item on the agenda is brought up for consideration on the agenda. Citizens speaking at public hearings will normally be given 5 minutes to a maximum of 20 minutes to speak.
- Equal time shall be allotted to citizens speaking for or against the item which is the subject of the public hearing when opposing points of view are represented at the public hearing.
- The City Council invites the public to share any question or request they have directly to the City Administrator in writing at least 7 calendar days prior to the next regular City Council meeting so that the question or request may be researched and responded to by the City Administrator in writing. Depending on the question or request, the item will be reviewed and could result in an item being placed on the next regular City Council meeting agenda for consideration.
- All persons attending a City Council meeting shall conduct themselves in an orderly manner; offensive language, defamatory remarks, and hostile conduct will not be tolerated. Any person acting in a disorderly manner or disrupting a Council meeting by his or her behavior or actions will be given one warning. If the person persists after having been warned by the mayor or presiding officer, the Mayor or presiding officer may ask the person to leave and if the person refuses, the Mayor or presiding officer may order any law enforcement officer present to remove the person from the meeting by taking the person into custody until the meeting is adjourned.
- Charges or complaints against a city employee shall not be made at a City Council meeting. Items of this nature should be directed to the City Administrator 7 calendar days prior to the City Council meeting
- Meetings may be recorded by the public, except for closed sessions, provided, the recording is not done in a manner which disrupts the City Council meeting.
- Meetings of the City Council shall be conducted in accordance with appropriate policy, state statutes, and Nebraska Open Meetings law.



Bid Tab

PROJECT | Valley City Park - Phase 1 Renovation

JEO PROJECT NO. | 221849.01

LOCATION | Valley, Nebraska

LETTING | June 13, 2024 at 2:00pm

OPINION OF PROBABLE COST | \$1,500,000.00

Bidder	Total Base Bid	Alternate 1 (deduct) North Parking Lot	Alternate 2 (add) Pickleball Court Lighting	Alternate 3 (add) Shelter Lighting and Power	Unit Price No 1 Unsuitable Material Below Exposed Subgrade (CY)	Unit Price No 2 Place and finish Add'l 5" concrete (SF)	Acknowledge Addenda (2)	Bid Bond Present
MECO-HENNE Contracting, Inc. Omaha, NE	\$1,438,000.00	-\$5,000.00	\$35,509.00	\$22,111.00	\$35.00	\$10.50	yes	yes
Sampson Construction Co., Inc. Lincoln, NE	\$1,524,000.00	-\$14,000.00	\$36,000.00	\$29,000.00	\$25.00	\$5.50	yes	yes
MJ Nachreiner Valley, NE	\$1,524,215.00	-\$30,000.00	\$37,000.00	\$30,000.00	\$30.00	\$10.00	yes	yes
Graham Construction, Inc. Omaha, NE	\$1,646,157.00	-\$15,000.00	\$35,225.00	\$28,432.00	\$30.00	\$9.00	yes	yes
HD Utilities and Grading, LLC. LaVista, NE	\$1,664,310.00	-\$18,724.00	\$37,138.00	\$29,976.00	\$28.00	\$6.35	yes	yes
DR Anderson Constructors Omaha, NE	\$1,700,000.00	-\$11,300.00	\$34,200.00	\$27,600.00	\$53.00	\$10.00	yes	yes

RESOLUTION NO. 2024-39

WHEREAS, the City of Valley, Nebraska, a municipal corporation and city of the second class (the “**City**”), has determined it to be desirable to undertake and carry out urban redevelopment projects in certain areas of the City that are determined to be blighted and substandard and in need of redevelopment; and

WHEREAS, the Community Development Law, Neb. Rev. Stat. §§18-2101 to 18-2157, as amended, as amended (the “**Act**”), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared the area legally described in **Attachment 1** attached hereto (the “**Redevelopment Area**”) to be blighted and substandard and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Development Agency of the City of Valley, Nebraska (the “**Agency**”) has received a Redevelopment Plan (the “**Redevelopment Plan**”) prepared by OSC Valley Meigs 1, LLC, a Nebraska limited liability company, OSC Valley Meigs 2, LLC, a Nebraska limited liability company, and Omnicorp Valley, LLC, a Nebraska limited liability company (collectively, the “**Redeveloper**”), in the form attached hereto as **Attachment 2**, for the redevelopment of the Redevelopment Area; and

WHEREAS, the Agency and the Planning Commission of the City (the “**Planning Commission**”) have both reviewed the Redevelopment Plan and recommended its approval by the Mayor and Council of the City; and

WHEREAS, the City published and mailed notices of a public hearing regarding the consideration of the approval of the Redevelopment Plan pursuant to Neb. Rev. Stat. §18-2115, and has on the date of this Resolution held a public hearing on the proposal to approve the Redevelopment Plan; and

WHEREAS, the City has reviewed the Redevelopment Plan and determined that the proposed land uses and building requirements described therein are designed with the general purpose of accomplishing a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency in economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

NOW THEREFORE, in consideration of the foregoing recitals, the Mayor and City Council of the City of Valley, Nebraska, hereby adopt the following Resolution:

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

1. **Section 1.** The Redevelopment Plan is hereby determined to be feasible and in conformity with the general plan for the development of the City as a whole, and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act. Neb. Rev. Stat. § 18-2102 establishes the legislative declarations and determinations for the Act. The Redevelopment Plan clearly demonstrates that the criteria declarations have been satisfied. The Redevelopment Area constitutes an economically and socially undesirable land use in its current state. The majority of the Redevelopment Area has remained undeveloped for decades. The substantial cost to acquire and prepare the Redevelopment Area for development to make it useful for commercial use and multi-family development is significant. Given the foregoing, the conditions of the Redevelopment Area are beyond the remedy and control of normal regulatory processes and police power and due to the high cost of development and cannot be dealt with effectively by the ordinary operations of private enterprise.

The City Council further finds and documents that (a) the redevelopment project described in the Redevelopment Plan would not be economically feasible within the Project Area without the use of tax-increment financing, (b) the redevelopment project described in the Redevelopment Plan would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the City, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The Cost Benefit Analysis incorporated into the Redevelopment Plan and adopted by the Authority provides significant documentation of the benefit to the City. Documentation of the fact that the Redevelopment Project is not financially feasible and would not occur at the Site, without tax increment financing, is provided by receipt of information regarding the projected rate of return with and without tax increment financing over a fifteen-year period. The City acknowledges receipt of the recommendations of the Agency and the Planning Commission with respect to the Redevelopment Plan.

Section 2. The Redevelopment Plan is hereby approved in substantially the form attached hereto, with such immaterial changes, additions, or deletions thereto as may be determined to be necessary by the Mayor, in her sole and absolute discretion.

Section 3. In accordance Neb. Rev. Stat. §18-2147, the City hereby provides that any ad valorem tax on real property in the Project Area for the benefit of any public body be divided as follows for a period of 15 years after the effective date of this provision as provided in Neb. Rev. Stat. §18-2147, which effective date shall be determined in a Redevelopment Contract as follows:

(a) That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and

(b) That proportion of the ad valorem tax on real property in the Project Area in excess of such amount (the Redevelopment Project Valuation), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Agency to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Agency for financing or refinancing, in whole or in part, the redevelopment project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Agency shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in the Project Area shall be paid into the funds of the respective public bodies.

Section 4. The Mayor and Clerk are hereby authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Redevelopment Plan.

PASSED AND APPROVED this _____ day of _____, 2024.

CITY OF VALLEY, NEBRASKA

Cindy Grove, Mayor

John Batcher, Council President

Chris TenEyck, Council Member

Bryon Ueckert, Council Member

Linda Lewis, Council Member

ATTEST:

Christie Donnermeyer, City Clerk

[SEAL]

Motion to approve by council member _____. Second by council member
_____. VOTE:

YES: _____

NO: _____

**REDEVELOPER’S
REDEVELOPMENT PLAN FOR THE VALLEY LANDING DEVELOPMENT
LOCATED IN THE SOUTHEAST QUADRANT OF
NORTH 270TH STREET AND EAST MEIGS STREET
IN THE CITY OF VALLEY, NEBRASKA**

I. INTRODUCTION.

The City of Valley, Nebraska, (the “**City**”) recognizes that blight is a threat to the stability and vitality of the City as a focal point of residential, business, financial, social, cultural, and civic activity, and a focus of community pride and achievement. Therefore, the City has initiated a program of revitalization pursuant to the Nebraska Community Development Law (Neb. Rev. Stat. §§18-2101 through 18-2157, as amended the “**Act**”) whose goal is to promote commercial and residential development within the City limits. Commercial development creates jobs and promotes sustainable communities and the local economy, while residential development promotes retail, business, industry, office, financial, and entertainment activities in the City.

This Redevelopment Plan has been prepared by OSC Valley Meigs 1, LLC, a Nebraska limited liability company, OSC Valley Meigs 2, LLC, a Nebraska limited liability company, and Omnicorp Valley, LLC, a Nebraska limited liability company (collectively, “**Redeveloper**”) to set forth the proposed Valley Landing Redevelopment Project (the “**Redevelopment Project**”). The proposed Redevelopment Project’s boundaries encompass approximately 67.62 acres located east of and adjacent to North 270th Street and south and adjacent to East Meigs Street, in the City. The Redevelopment Project’s boundaries are legally described on Exhibit “A”, attached hereto and incorporated herein by this reference (the “**Community Redevelopment Area**”). The Community Redevelopment Area consists of the entire area covered by this Redevelopment Plan. Exhibit “B” attached hereto and incorporated herein by this reference is a map showing the existing uses and the condition of the Community Redevelopment Area and its location as it relates to the balance of the City.

The Community Redevelopment Area has been declared blighted and substandard by the City and to be in need of revitalization to ensure that it will contribute to the economic and social wellbeing of the City. This Redevelopment Plan seeks to enhance the City by constructing a mixed-use development on underutilized, vacant land located in the southeast quadrant of North 270th Street and East Meigs Street in the City. All available evidence suggests that the area has not had the private investment necessary to contribute to the wellbeing of the community, nor would the area be reasonably anticipated to be developed without public action.

The Redeveloper anticipates the Redevelopment Project will consist of a commercial component and a multi-family development component. The commercial component of the Redevelopment Project will be primarily located along the perimeter of the Community Redevelopment Area, east of and adjacent to North 270th Street and south of and adjacent East Meigs Street, but will also include lots along the primary frontage on the lake. The Redeveloper anticipates that the commercial development will start with the construction of the core commercial buildings in the Valley Landing development to be located on Lots 1-9, as shown on the Preliminary Plat attached here as Exhibit “C” (the “**Preliminary Plat**”), which contain the primary frontage along East Meigs Street and North 270th Street, and then will proceed to construction of

the remaining commercial buildings in the Valley Landing development to be located on Lots 10-14 as shown on the Preliminary Plat. The Redeveloper currently anticipates that:

- (i) Lot 1 will serve as one of the primary anchor lots for the development and it is currently anticipated that a grocery user will occupy this lot;
- (ii) Lots 2 and 4 will be retail users, with Lot 4 being a multi-tenant retail building;
- (iii) Lot 3 will be a to-be-determined commercial use, which may include a daycare facility;
- (iv) Lots 5-9 will be occupied by a variety of retail users, including, but not limited to, coffee shops, discount stores, drug stores, convenience stores, retail stores, and restaurants;
- (v) Lot 10 will be a convenience store; and
- (vi) Lots 11-14 will have primary frontage along the lake, which Redeveloper anticipates will be enticing for restaurants and offices users.

The multi-family residential component of the Redevelopment Project is currently anticipated to include the construction of approximately one hundred fifty (150) market-rate residential apartment units, eighty-four (84) market-rate apartminiums, twenty-one (21) single-family rental units, and four hundred eighty-one (481) parking spaces, including attached garage, tandem, detached garage, and surface parking, and Class A amenities including a clubhouse and pool, park, dog park, and a trail system on the 23.06 acres of Lots 15 and 16, as shown on the Preliminary Plat.

To prepare the Community Development Area for the Redevelopment Project, the Redeveloper anticipates that it will (a) dredge approximately 300,000 cubic yards from the lake to bring the Community Development Area up to an elevation that meets the requirements of building in a Flood Zone AO. Once complete, the lake is anticipated to be twenty-two (22) feet in depth with an area of approximately 15 acres; (b) construct the public access roads, as shown on the Preliminary Plat; (c) install all related public improvements; and (d) satisfy all other requirements of the City relating to the approval of the Redevelopment Project.

The level of investment to finance the site acquisition, site preparation, and infrastructure installation needed for the Redevelopment Project will require the combined efforts of the public and private sectors. Municipal leadership is essential as the catalyst for this major private investment.

II. EXISTING SITUATION.

This section of the Redevelopment Plan examines the existing conditions within the designated Community Redevelopment Area. This section is divided into the following subsections: existing land use, existing zoning, and existing public improvements.

A. Existing Land Use. The Community Redevelopment Area was previously used

for agricultural cropland or vacant land dating back to at least 1893, and contains a concrete pivot pad, electric panel with a 3' x 3' transformer, and a well. This use is shown on Exhibit "D", attached hereto and incorporated herein by this reference.

B. Existing Zoning. The Community Redevelopment Area is currently zoned General Industrial (I-3). The Zoning Map set forth as Exhibit "E", attached hereto and incorporated herein by this reference, shows the areas in each zone.

C. Existing Public Improvements. There are no existing public improvements within the Community Redevelopment Area.

III. FUTURE SITUATION.

This section of the Redevelopment Plan sets forth the planned future conditions within the Community Redevelopment Area. This section is divided into the following subsections:

- A. Proposed Land Use Plan
- B. Conformance with the Comprehensive Plan; Conformance with the Community Development Law Declarations
- C. Relationship to Local Objectives
- D. Building Requirements and Standards after Redevelopment
- E. Proposed Changes and Actions
- F. Cost Benefit Analysis
- G. Plan Feasibility
- H. Proposed Cost and Financing
- I. Implementation of Tax Increment Financing
- J. Implementation of Approved Redevelopment Plan; Procedure for Changes in the Approved Redevelopment Plan

A. Proposed Land Use Plan. Changes are contemplated to the current Land Use Plan for the area shown on Exhibit "E" attached hereto. The current Zoning Ordinance for the City specifies the Community Redevelopment Area as General Industrial (I-3). In connection with the Redevelopment Project, the Redeveloper anticipates that the entire Community Redevelopment Area will be rezoned as follows, upon final plat approval: (i) Lots 1 through 14, inclusive, will be zoned as General Commercial (C-1) and (ii) Lots 15 and 16 will be zoned as Med-High Density Residential (R-2).

The Redevelopment Project will provide for site acquisition, significant site development (including, without limitation, dredging of a new approximately 14.92 -acre lake

in order to bring the remainder of the development up to an elevation that meets the requirements of building in a Flood Zone AO), grading, platting, and installation of paved roadways, water, sewer, and electrical lines. The specific site plan, land uses, open space, road network, and infrastructure improvements will change as part of the Redevelopment Project. Exhibit “F” attached hereto and incorporated herein by this reference shows the proposed development providing for fourteen (14) commercial lots, two (2) multi-family residential development lots, a lake, streets, and improvements. Exhibit “G” attached hereto and incorporated herein by this reference contains the Valley Landing Grading Plan prepared by Lamp Rynearson dated October 13, 2023.

The Redeveloper and the City have determined that the private sector is unable to carry out the necessary private and related public improvements necessitated by the Redevelopment Project (site acquisition, site preparation, right of way, roadway installation, storm water drainage, sanitary sewer, water, and electrical lines) without assistance from the City through its Community Development Agency (the “**Agency**”). The Redeveloper intends to negotiate a specific redevelopment contract with the City and its Agency. The redevelopment contract will set forth the proposed Redevelopment Project, and what contributions are necessary from the City and its Agency. The written redevelopment contract will include a site plan, Redevelopment Project description, specific funding arrangements, and specific covenants and responsibilities of the City, Agency, and the Redeveloper to implement the Redevelopment Project.

B. Conformance with the Comprehensive Plan; Conformance with the Community Development Law Declarations. In accordance with Nebraska State Law, the Redevelopment Plan described in this document has been designed to conform to the Valley Comprehensive Plan 2018 adopted on March 13, 2018 by Ordinance No. 708 (the “**Comprehensive Plan**”) as amended from time to time. This Redevelopment Plan is feasible and in conformity with the general plan for the development of the City as a whole and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Community Development Law. [Neb. Rev. Stat. §18-2110]

C. Relationship to Local Objectives. The proposed Community Redevelopment Area lies within the boundary described on Exhibit “A”. [Neb. Rev. Stat. §18-2111(1)(a)] The Redevelopment Area location relative to the City is shown on attached Exhibit “C”.

This Redevelopment Plan has been developed on the basis of the goals, policies, and actions adopted by the City for the community as a whole and for the southeast quadrant of North 270th Street and East Meigs Street. General goals, policies and actions relating to the community as a whole and for that area are contained in the Comprehensive Plan.

D. Building Requirements and Redevelopment Standards. The redevelopment of the Community Redevelopment Area should generally achieve the following:

1. Population Density. There are no dwelling units currently located within the Community Redevelopment Area. The Redeveloper intends to develop two hundred thirty-four (234) market-rate residential apartment units, twenty-one (21) four-bedroom single family rental units in the Community Redevelopment Area. This will significantly change the population density within the Community Redevelopment

Area. With a minimum, conservative estimate of 1.25 persons per sleeping unit, the Redevelopment Project will increase the population for the Community Redevelopment Area and the City by 543 persons. The 2021 census indicated a city population of 2,982. A 543-person increase will result in an 18.21% rise in city population. [Neb. Rev. Stat. § 18-2111(1)(c)]

2. Land Coverage and Building Density. There are no buildings currently located within the Community Redevelopment Area. The Redeveloper intends to divide the approximately 67.62 acres of the Community Redevelopment Area into sixteen (16) lots with one (1) outlot. Of that, the Redeveloper anticipates 21.54 acres will be utilized for commercial purposes; 23.06 will be utilized for multi-family residential purposes; approximately 14.92 acres will be the lake/water surface; and 8.1 acres will be dedicated to public right-of-way for streets and utilities.

Due to the nature of the geographical layout of the Community Redevelopment Area, the lot sizes will vary. The Redeveloper intends to sell some or all of the commercial lots, and the purchasers will erect the buildings on the purchased lots. Therefore, the actual square footage of land coverage is difficult to quantify; however, the Redeveloper's conservative estimation of the total building square footage on the commercial lots is approximately 234,570 square feet.

The Redeveloper estimates the total square footage of six (6) 14-unit apartminiums buildings, five (5) 30-unit apartment buildings, and twenty-one (21) single-family rental units within the multi-family development to be approximately 267,750 square feet. Additionally, the Redeveloper estimates that the multi-family development will include an approximately 5,400 square foot club house and ten (10) detached garages, which will be approximately 1,320 square feet each. Neb. Rev. Stat. § 18-2111(1)(c)]

3. General Environment. This Redevelopment Project is intended to serve as one of the main retail centers in the City. The Redevelopment Project provides an excellent opportunity to utilize certain underutilized, vacant land that is declining in value in its current condition and is in need of development. The Redevelopment Project is anticipated to create over 150 new jobs within the City, attract high quality retail users, and provide market-rate apartments, apartminiums, and single-family rental units. Short commute times to Omaha via Maple Street and Dodge Street provide an opportunity to attract community members from the Omaha Metro to the City and may invite new community members who may choose to work in the Omaha Metro area but seek to raise their families in the environs of and with the benefits of a smaller community. These elements offer the City a unique growth opportunity.

4. Building Heights and Massing. Building heights and massing will comply with the C-1 zone for Lots 1-14 and the R-2 zone for Lots 15 and 16.

5. Circulation, Access and Parking. This Redevelopment Plan contemplates access from 4 different locations. There will be two (2) main public access roads running north/south from East Meigs Street that will serve as the main connections to the Community Redevelopment Area. The first road will be located

between Lots 9 and 10, which connects to the main north/south public access road of the Community Redevelopment Area. The second public access road running south from East Meigs Street will be located between Lots 1 and 5, which will be the main north/south road that serves the Community Redevelopment Area. Additionally, there will be two (2) public access roads that run east/west from North 270th Street. The first road will be located between Lots 2 and 3 and the second road will be located south of Lot 4 and will connect with the main north/south road that serves as a main connection road to East Meigs Street. Each lot within the Community Redevelopment Area will maintain the required parking ratios based on the nature of development on such lot.

E. Proposed Changes and Actions. The Community Redevelopment Area is anticipated to develop as mixed-use development offering access to prime retail users (including, without limitation, retail stores, drug stores, discount stores, convenience stores, restaurants, coffee shops, and grocery stores), market-rate apartments, apartminiums, and single-family rental units, as well as approximately a 14.92-acre lake. See Exhibit “F” for an example of a conceptual land use and site plan for the Community Redevelopment Area. This section describes the proposed changes needed to the zoning ordinances or maps, street layouts, street levels or grades, and building codes and ordinances, and actions to be taken to implement this Redevelopment Plan.

1. Zoning, Building Codes and Ordinances. The Community Redevelopment Area is currently zoned General Industrial (I-3). Changes to the City’s Zoning Ordinances will be required in order to zone Lots 1 through 14 of the Community Redevelopment Area as General Commercial (C-1) and Lots 15 and 16 of the Community Redevelopment Area as Med-High Density Residential (R-2). See Exhibit “E”. [Neb. Rev. Stat. § 18-2111(1)(d)]

2. Traffic Flow, Street Layout and Street Grades. This Project will result in significant street infrastructure installation. Total linear feet of paved roadway will equal approximately 3,260 feet. Street layouts are depicted on Exhibit “F”. [Neb. Rev. Stat. § 18- 2111(1)(d)]

3. Public Redevelopments, Improvements, Facilities, Utilities and Rehabilitations. In order to support the new land uses in the Community Redevelopment Area, the following proposed public redevelopments, improvements, facilities, and utilities will be needed:

(i) Design, construction, and improvement of the entrances to the Community Redevelopment Area at East Meigs Street and North 270th Street, consisting of a reconstructed entrance and deceleration lanes.

(ii) Design, construction, and improvement of public roads in the Community Redevelopment Area.

(iii) Improvements to the storm drainage of the entire Community Redevelopment Area.

(iv) The extension of sanitary sewer lines to serve the Community

Redevelopment Area and adjoining areas.

(v) The extension of City water main and construction of water service lines and related facilities will need to be installed to serve the Community Redevelopment Area.

Dedication of rights-of-way to the public will be needed in several locations.[Neb. Rev. Stat. § 18-2111(1)(f)]

4. Site Preparation and Demolition. Site preparation will consist of two significant activities: (1) dredging the lake and (2) grading the Community Redevelopment Area. The Community Redevelopment Area lies within the Flood Zone AO. The Redeveloper anticipates dredging approximately 300,000 cubic yards of the lake to build up the area to an elevation will allow for the development of the commercial and residential lots.

5. Private Redevelopment and Improvements. Installation of significant infrastructure will allow for the sale and development of commercial lots and the development of multi-family residential lots within the Community Redevelopment Area.

6. Acquisition and Relocation. The Redeveloper is the current fee simple owner of the Community Redevelopment Area. The Redeveloper does not anticipate any additional public right-of-way, other than that which will be dedicated to the public by the Redeveloper as part of the platting process, being required in order to support this Redevelopment Plan.

No residential units or commercial buildings are currently located in the Community Redevelopment Area and no relocation of businesses, families, or individuals will occur as a result of this Redevelopment Plan.

Should any relocation be required, the City shall relocate or provide assistance pursuant to the procedures described in the Relocation Assistance Act and pursuant to Neb. Rev. Stat. §18-2154 .

7. Open Spaces, Landscaping, Lighting, Parking. The proposed site plan and private sector improvements will comply with the City's minimum open space, landscaping, lighting, and parking standards as defined in the Zoning and Subdivision Ordinances, Building Codes, or other local ordinances.

F. Cost-Benefit Analysis. A City Redevelopment Project TIF Statutory Cost Benefit Analysis (“**Cost-Benefit Analysis**”) will be developed by the Agency prior to making its recommendation with respect to this Redevelopment Plan to the Council of the City. [Neb. Rev. Stat. §18-2113]

G. Plan Feasibility. The Redeveloper has invested a substantial amount of time and resources in determining whether it is economically feasible to undertake this

Redevelopment Plan without the use of tax increment financing. Such efforts by the Redeveloper have failed to result in developing the Community Redevelopment Area.

H. The Redeveloper has determined that it is not economically feasible to undertake the Redevelopment Plan and/or Redevelopment Project, and the Redevelopment Project would not occur in the Community Redevelopment Area without the use of tax increment financing as described in this Redevelopment Plan. Redeveloper will not undertake the development described herein without the assistance of tax increment financing. [Neb. Rev. Stat. §18-2116].Proposed Cost and Financing.

Estimated Redevelopment Project eligible expenses, including acquisition, preparation, and relocation costs are broken down as follows:

POTENTIAL PUBLIC AND ELIGIBLE PRIVATE IMPROVEMENTS

Land Acquisition	\$1,000,000
Grading/Dredging	\$3,000,000
Sanitary Sewer	\$695,692
Storm Sewer	\$189,037
Paving	\$500,694
Water	\$317,106
Gas	\$31,602
Power	\$118,537
Utility Relocation	\$25,000
Geotechnical & Engineering	\$598,900
Development Fees	\$378,883
Miscellaneous Development City Fees	\$570,016
Contingencies	\$455,000
TOTAL:	\$7,880,467

[18-2114]

PRIVATE IMPROVEMENTS

Estimated multi-family residential construction on project build out: \$44,450,000

Estimated commercial construction on project build out: \$29,300,000

All figures above are estimates. Since the Redeveloper intends to sell some of the commercial lots, and the purchasers will erect buildings on the purchased lots, the actual construction costs for the commercial lots are difficult to quantify. Final figures are subject to a specific site plan, design specifications, City approval, and regulations.

The cost of the Proposed Public Improvements and Eligible Private Improvements will likely exceed the amount of funds available from the tax-increment financing indebtedness that the Agency will issue.

The amount of the available proceeds for tax-increment financing is estimated at

approximately \$5,000,000 assuming the lots develop in a timely manner with sufficient incremental assessed valuation. The assessed valuation of the Community Redevelopment Area for the 2024 tax year is \$805,900. After completion of the Redevelopment Project, the anticipated aggregate assessed valuation of the Community Redevelopment Area is in excess of \$68,000,000.

I. Implementation of Tax Increment Financing.

This Redevelopment Plan intends that the Agency, after approval of this Plan, and the execution of a Redevelopment Contract, issue its tax increment revenue bond(s) in the principal amount of \$5,000,000. The bond(s) will be acquired by the Redeveloper, with the proceeds of the bond(s) granted to the Redeveloper and utilized to pay for the public and eligible private improvements. [Neb. Rev. Stat. §18-2150]

J. Implementation of Approved Redevelopment Plan; Procedure for Changes in the Approved Redevelopment Plan.

Upon Redevelopment Plan approval, Redevelopment Contract execution and issuance of the tax increment revenue bond(s), the Redeveloper will begin the Redevelopment Project with dredging of the lake, grading, site preparation, and installation of public infrastructure, which is anticipated to commence in the summer/fall of 2024. The Redeveloper anticipates that construction of the (a) multi-family development will begin in spring of 2025, (b) commercial buildings will commence in the fall of 2024 in the western portion of the Community Redevelopment Area, along North 270th Street, and will then continue and transition to the commercial buildings in the northern portion of the Community Redevelopment Area, along East Meigs Street. The Redeveloper anticipates that the Redevelopment Project will be completed in 2027-2028.

This Redevelopment Plan proposes that the tax increment revenues available from the commercial and residential lots in the Community Redevelopment Area be allocated under the terms of Neb. Rev. Stat. §18-2147(1)(b) for those tax years for which the payments become delinquent within fifteen (15) years from the effective date as set forth in the redevelopment contract. The tax increment revenues will be pledged to the payment of principal and interest on the tax increment revenue bond(s). The effective date of the allocation of the tax increment revenues shall be established pursuant to the redevelopment contract.

Statutory Pledge of Taxes.

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the Project Area shall be divided, for the period not to exceed 15 years after the effective date of the provision, to be established in the redevelopment contract.

Pursuant to Neb. Rev. Stat. §18-2150, the ad valorem tax so divided is to be pledged to the repayment of loans or advances of money, or the incurring of any indebtedness, whether funded, refunded, assumed, or otherwise, by the Agency to finance or refinance, in whole or in part, the redevelopment project, including the payment of the principal of,

premium, if any, and interest on such bonds, loans, notes, advances or indebtedness.

The Indebtedness shall be payable solely from the tax increment revenues available under Neb. Rev. Stat. §18-2147 and shall not otherwise constitute indebtedness of the Agency or the City.

Any ad valorem tax levied upon the real property in a Redevelopment Project for the benefit of any public body shall be divided, for a period not to exceed fifteen (15) years after the effective date of such provision established in the redevelopment contract related to the Redevelopment Project, as follows:

a. That portion of the ad valorem tax which is produced by the levy at the rate fixed each year by or for each such public body upon the Redevelopment Project Valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body; and

b. That portion of the ad valorem tax on real property, as provided in the Redevelopment Contract, Bond Resolution, or redevelopment plan, as applicable, in the Redevelopment Project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the Agency to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Agency for financing or refinancing, in whole or in part, the Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premiums due, have been paid, the Agency shall so notify the county assessor and county treasurer and all ad valorem taxes upon taxable real property in the Redevelopment Project shall be paid into the funds of the respective public bodies. [Neb. Rev. Stat. §18- 2147(1)(b)]

The real property in the Redevelopment Project is within the corporate boundaries of the City. [Neb. Rev. Stat. §18-2147(2)]

K. Procedure for Changes in the Approved Redevelopment Plan. If the City desires to modify this Redevelopment Plan, it may do so after holding a public hearing on the proposed change in accordance with applicable state and local laws. A redevelopment plan which has not been approved by the governing body when recommended by the Agency may again be recommended to it with any modifications deemed advisable. A redevelopment plan may be modified at any time by the Agency, provided, that if modified after the lease or sale of real property in the Redevelopment Project Area, the modification must be consented to by the Redeveloper or redevelopers of such property or its successor, or their successors, in interest affected by the proposed modification. Where the proposed modification will substantially change the redevelopment plan as previously approved by the governing body the modification must similarly be approved by the governing body.

L. Implementation of Redevelopment Plan. Timing of the implementation of this Redevelopment Plan shall not delay the effectiveness of the Act.

Exhibit "A"
to
Valley Landing Redevelopment Plan

Legal Description of Redevelopment Area

Prior to Platting:

That part of Government Lots One (1) & Two (2) and the South Half of the Northeast Quarter (S1/2 NE1/4) of Section 6, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of the Northeast Quarter (NE1/4) of said Section 6; thence South 89°57'17" East (bearings referenced to the Douglas County Low Distortion Coordinate System) for 1322.62 feet along the North line of the NE1/4 of said Section 6; thence South 00°05'48" East for 61.84 feet; thence North 89°41'45" East for 506.20 feet to the West right of way of N. 264th Street; thence South 22°24'34" East for 260.02 feet; thence South 35°10'41" East for 260.24 feet; thence South 45°23'58" East for 358.07 feet; thence on a curve to the Right (having a radius of 944.88 feet and a long chord bearing South 20°54'58" East for 706.56 feet) for an arc length of 724.15 feet; thence South 01°02'22" West for 251.41 feet; thence South 88°57'38" East for 39.86 feet to the East line of the NE1/4 of said Section 6; thence South 01°00'14" West for 933.29 feet along the East line of the NE1/4 of said Section 6 to the Southeast corner thereof; thence South 89°38'11" West for 1554.64 feet along the South line of the NE1/4 of said Section 6; thence North 01°03'27" East for 1279.63 feet; thence South 89°50'42" West for 1065.90 feet; thence North 01°01'59" East for 1310.31 feet; thence South 90°00'00" West for 35.41 feet; thence South 01°05'58" West for 1310.43 feet; thence South 89°45'52" West for 33.10 feet to the West line of the NE1/4 of said Section 6; thence North 01°06'12" East for 1343.63 feet along the West line of the NE1/4 of said Section 6 to the Point of Beginning, subject to road right of ways.

EXCLUDING:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 89°38' 11" WEST (ASSUMED BEARINGS) FOR 1554.64 FEET ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE NORTH 01°03'27" EAST FOR 1279.63 FEET; THENCE NORTH 89°50'51" EAST FOR 1509.52 FEET TO THE WEST RIGHT OF WAY LINE OF N 264TH STREET; THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 944.88 FEET AND A LONG CHORD BEARING SOUTH 01°38'26" EAST FOR 88.36 FEET) FOR AN ARC LENGTH OF 88.39 FEET ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 01°02'22" WEST FOR 251.41 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 88°57'38" EAST FOR 39.86 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 01°00'14" WEST FOR 933.29 FEET TO THE POINT OF BEGINNING. CONTAINS 45.222 ACRES.

After Platting:

Lots 1-16, inclusive, and Outlot A & B, Valley Landing, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska.

Exhibit "C"
to
Valley Landing Redevelopment Plan

Preliminary Plat

(see attached)

Exhibit "D"
to
Valley Landing Redevelopment Plan

Existing Land Use



Exhibit "E"
to
Valley Landing Redevelopment Plan

Existing Zoning Map

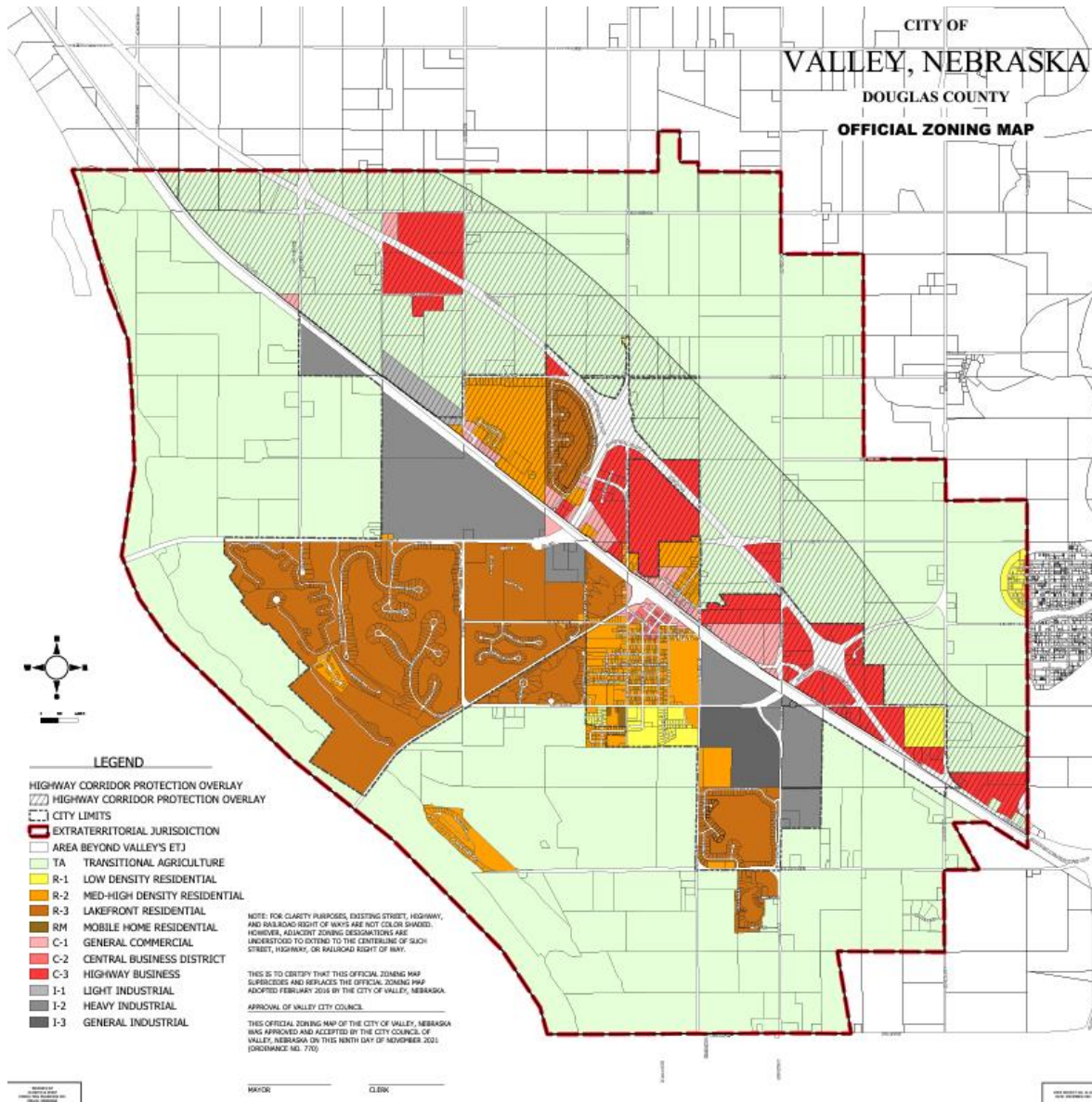


Exhibit "G"
to
Valley Landing Redevelopment Plan

Valley Landing - Grading Plan

(see attached)

STATUTORY COST BENEFIT ANALYSIS
VALLEY LANDING REDEVELOPMENT PROJECT

As authorized in the Nebraska Community Development Law, §18-2147, *Neb. Rev. Stat.*, the Community Development Agency (the “Agency”) of the City of Valley has analyzed the costs and benefits of the proposed Valley Landing Development, Inc., Redevelopment Project, including:

Project Tax Increment Debt. Approximately \$5,000,000 at 5% interest in funds from tax increment financing provided by the City of Valley through the Agency, will be required to acquire the project, prepare the site for redevelopment, install public infrastructure and right of way improvements and complete the project. The Agency will issue its Tax Increment Debt which will be repaid from the increase in real property taxes generated by the project. The proceeds of the Tax Increment Debt will be provided to OSC Valley Meigs 1, LLC et. al. This investment by the Agency will result in the development of 14 lots for commercial development totaling 21.62 acres and 2 lots for residential development totaling 21.7 acres for residential occupancy. Although it is difficult to determine the final assessed valuation of the Valley Landing project, it is possible to develop an increase in assessed valuation for the City of Valley of \$76,061,023 when the Project is fully developed. This would result in a private investment of \$15.21 for every dollar of Tax Increment Debt. The Tax Increment Debt will not burden the taxpayers of the City of Valley. The repayment of that debt will come from the increase in real property taxes generated by the development.

Tax Shifts. The property to be redeveloped had a total real property tax bill of \$12,739.52 for the 2023 tax year, which includes the City of Valley tax levy. It is, however, indicative of the current low value for assessment purposes of the development project area. It is anticipated that the assessed value will increase by \$76,061,023 as a result of the commercial and residential lots being developed at full build out. This construction could result in a tax increase of over \$235,827.20 annually to be distributed to the City of Valley and \$1,068,109.73 among all other taxing entities (approximately 46.52% to the DC West School District and 8.39% to the Valley Suburban Fire District) after Tax Increment Debt retirement. The increased real property tax revenue (the “Tax Increment”) will be used to retire the Tax Increment Debt. After the period for the payment of the Tax Increment Debt expires, the valuation and the tax generated will be for the entire benefit of all the taxing entities.

In order to determine if the project results in tax shifts, the City and Agency have analyzed what cost if any will be imposed on current tax payers of the City of Valley as a result of the project. The analysis which follows indicates that no tax burden will be shifted to other tax payers to support the development project.

Impact on City Services: The Agency has analyzed whether any taxing entity would have to raise its tax levy as a direct result of the Valley Landing Development Project. The Agency has inquired of the Valley Fire, Public Works and Planning departments to determine if the Valley Landing Development would require additional employees or equipment for the departments or a raise in tax levy to provide municipal services to the Development Project. Attached hereto as Exhibits A through E, inclusive are letters from those municipal departments indicating that the Valley Landing Development Plan and Project will not result in an increase in taxes and therefore will not result in a tax shift.

Impact on the School: A review has been made of the impact on the school district by the proposed Valley Landing Development Plan and Project. This review was made with the assistance of the office of the Superintendent of the Douglas County West School District. That review determined the number of students currently attending school in the district for each residential apartment in the district. The result, based on figures supplied by the developer indicates an estimated total of 24 to 30 students will reside in the residential development. This increase could occur over a significant period, so the impact would not be immediate. The developers of the Project estimate it could take as much as 15 years to fully develop all the lots.

It is possible that the impact may even be less than is projected here. The likely occupants of the residential apartments in the Valley Landing Development will be a mix between an older age cohort with children of school age and an older age cohort with children past school age.

The Superintendent of the Douglas County West School District has been consulted. She has indicated that the district has the resources to absorb the student load as a result of the Project without adding teachers or facilities.

Public Infrastructure and Community Public Service Needs. The City of Valley has been proactive in developing sewer and water needs for the westward expansion of the City. Water and sanitary sewer lines are adjacent to the Project. The Valley Landing Development Project will not require any additions to the city water pumping or sewage treatment facilities. Public streets and onsite water, sewer and electrical extensions and right of way improvements will be paid by the tax increment financing bonds.

Employment Within the Project Area. Temporary employment within the Project Area is expected to increase due to site preparation, infrastructure installation and construction of improvements. However, the construction of the Project may take a number of years. The development will provide job opportunities for a considerable period as the development is built.

Although difficult to determine an accurate number, additional development will create an additional demand for retail and professional services. This development will also create additional job opportunities in the community on an ongoing basis.

Employment in the City Outside the Project Area. The latest available labor statistics show that the Douglas County labor pool is in excess of 308,503 with an estimated 3.0% unemployment rate. Sustained commercial and residential construction in the Valley Landing Development Project will have a minor impact on the area labor pool during the construction period.

Other Impacts.

Increased valuation: This Project will significantly increase the assessed valuation of the school district and the City of Valley after the applicable period of the tax increment financing is completed. It is not unreasonable to assume an increase in assessed value of \$76,061,023. Current valuation for the City of Valley is \$696,452,195 (FY2023-24 Budget Document).

Facilities charges: The city has imposed a tax for each lot to hook up to sewer and water. These taxes are designated as facilities charges. For sewer the charge is \$3,900 per acre for the

multifamily residential (R-2 and \$3,600 per acre for the commercial (C-1) lots, and water is \$3,300 per acre for the multifamily (R-2) residential and \$3,000 per acre for commercial (C-1) lots. These fees are estimated as follows:

Sewer Facilities fees: \$162,462

Water Facilities fees: \$136,470

Other fees: Building permit fees are estimated by the City to be \$130,578 for the commercial lots and \$70,654 for the residential lots for a total of \$201,232.

The total of fees paid to the City of Valley as a result of the Project is estimated to be: \$500,164

Exhibit A

June 5, 2024

Community Development Agency
Valley City Hall
203 North Spruce Street
Valley, NE 68064

RE: Project Review

To Whom it May Concern:

I am the Chief of Police of the Valley City Police Department I have reviewed the proposed Redevelopment Project for Valley Landing Subdivision located in part of the Northeast Quarter of Section 6, Township 15 north, Range 10 East of the 6th P.M., Douglas County, Nebraska and which shall be known as the "Valley Landing Project" (the "Project"). The Valley City Police Department has adequate resources, equipment, and police officers to provide police and other necessary emergency services to the Project. The Valley City Police Department will not need to hire additional officers nor purchase additional equipment in order to provide these services and therefore there will be no increased tax burden as a result of the Project.

Very truly yours,

A handwritten signature in blue ink that reads "B. Smith V154".

Chief Brett Smith
Valley City Police Department

Exhibit B

June 5, 2024

Community Development Agency
Valley City Hall
203 North Spruce Street
Valley, NE 68064

RE: Project Review

To Whom it May Concern:

I am the Superintendent of the Valley Public Works Department. I have reviewed the proposed Redevelopment Project consisting for Valley Landing Subdivision located in part of the Northeast Quarter of Section 6, Township 15 north, Range 10 East of the 6th P.M., Douglas County, Nebraska and which shall be known as the "Valley Landing Project" (the "Project"). The Valley Public Works Department has adequate resources, equipment, and employees to provide any required services related to the Project. The Valley Public Works Department will not need to hire additional employees nor purchase additional equipment in order to provide these services and therefore there will be no increased tax burden as a result of the Project.

Very truly yours,



Superintendent Doug Eggen
Valley Public Works Department

Exhibit C

June 5, 2024

Community Development Agency
Valley City Hall
203 North Spruce Street
Valley, NE 68064

RE: Project Review

To Whom it May Concern:

I am the Fire Chief for the Valley Fire Protection District No. 5. I have reviewed the proposed Redevelopment Project for Valley Landing Subdivision located in part of the Northeast Quarter of Section 6, Township 15 north, Range 10 East of the 6th P.M., Douglas County, Nebraska and which shall be known as the "Valley Landing Project" (the "Project"). The Valley Fire Protection District No. 5 has adequate resources, equipment, and volunteer firefighters to provide fire and other necessary emergency services to the Project. The Valley Fire Protection District No. 5 will not need to acquire additional firefighters nor purchase additional equipment in order to provide these services and therefore there will be no increased tax burden as a result of the Project.

Very truly yours,



Chief Terry Luthy, II

Valley Suburban Fire Protection District No. 5

Exhibit D



DC WEST Community Schools

Engage, Prepare, and Empower

June 5, 2024

Community Development Agency
Valley City Hall
203 North Spruce Street
Valley, NE 68064

RE: Project Review

To Whom it May Concern:

I am the Superintendent of the Douglas County School District #15, a/k/a DC West Community School District. I have reviewed the proposed Redevelopment Project consisting for Valley Landing Subdivision located in part of the Northeast Quarter of Section 6, Township 15 north, Range 10 East of the 6th P.M., Douglas County, Nebraska and which shall be known as the "Valley Landing Project" (the "Project"). The DC West Community School District is aware of the 24-30 students anticipated with the apartment community that will be developed in Valley Landing. Our projected enrollment K-12 for the 2024-2025 school year is 983 students. Our built capacity for our K-12 schools is 1104 students.

Sincerely,

Dr. Melissa Poloncic, Superintendent
DC West Community Schools

Exhibit E



June 18, 2024

Valley TIF Committee
Valley City Hall
203 North Spruce Street
Valley, NE 68064

RE: Valley Landing – Project TIF Request Review

To the City of Valley Council:

We have reviewed the proposed Redevelopment Project TIF request consisting of approximately 14 Commercial Lots (C-1) totaling 21.62 acres and 2 Residential Lots (R-2) totaling 21.70 acres to be located on parcel #0106320024 and to be known as “Valley Landing” (the “Project”).

An estimated summary of the total fees to be received on the Project, assuming all lots are sold and built upon, would be as follows:

Sewer Capital Facilities Fee:

Multi-Family (R-2): 21.70 x \$3,900.00 \$84,630.00

Commercial (C-1): 21.62 x \$3,600.00 \$77,832.00

Water Capital Facilities Fee:

Multi-Family (R-2): 21.70 x \$3,300.00 \$71,610.00

Commercial (C-1): 21.62 x \$3,000.00 \$64,860.00

TOTAL ESTIMATED CAPITAL FACILITIES FEES: **\$298,932.00**

Building Permit Fees (Estimate):

Commercial Lots (14 x \$9,327) (Assume \$2,000,000 per lot ¹)	\$130,578.00
Residential Lots (2 x \$35,327) (Assume \$22,000,000 per lot ²)	\$70,654.00

TOTAL ESTIMATED BUILDING PERMIT FEES: **\$201,232.00**

An estimated summary of the continuing revenue to be received by the city on the Project, assuming all lots are sold and built upon, would be as follows:

Sales Tax Assumption:

\$12,000,000.00 yearly in sales taxable sales ³	\$180,000.00
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Property Tax Assumption:

\$76,061,023.00 yearly in property taxes ⁴	\$235,789.00
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TOTAL YEARLY ESTIMATED REVENUE: **\$415,789.00**

The committee met several times with the developer on this project. After much consideration, the committee agreed that a 15-year, \$5,000,000.00 TIF at 5% interest rate was appropriate for this project. The following items were taken into consideration for this decision.

1. The added value to the City of Valley
 - a. It is well known that Valley is a “bedroom” community. This development will help bring a grocery store and other commercial businesses to serve the local community. Not only will citizens be able to grab essentials in our hometown without having to drive to a nearby city, but the sales tax will also be collected by our City.
 - b. Building and Zoning will collect around \$200,000.00 in permit fees.
 - c. Water and Sewer Capital Facilities will collect between \$298,932.00 to \$368,292.00 in fees.
 - d. After the TIF loan period or amount is paid off the City will see a large increase in revenue compared to what the site is currently used for.
 - i. The City received \$2,304.04 of property tax on this property in 2023. Over the TIF period (15 years) that equals \$34,530.66.
 - ii. After the TIF expires, the City can expect \$39,298.17 in the first two months.

2. A majority of the TIF amount is being used to bring the land into compliance with the floodplain. 40% of the TIF is being used for infrastructure costs, due to the City of Valley's need for a grocery store/commercial lots, and the street connection to the athletic fields. Our City Engineer reviewed the cost breakdown and confirmed that the costs provided by the developer to bring the property into FEMA compliance were reasonable.
 - a. Most of Valley is in a floodplain. FEMA dictates that any new construction built in the floodplain needs to be brought into compliance. This is done by elevating the structures built on the property that resides in the floodplain.

3. Although the land south of the project is not owned by the developer, they are willing to work with the City to provide alternate and safer routes from DC West Schools to the new athletic fields. This included the following,
 - a. A road connecting 270th St on the south side of their property to the lot owned by DC West School District. This will reduce the traffic going through 270th St and E Meigs.
 - b. A \$110,000.00 pledge to create an alternate safer path from the school to the new athletic fields, again to avoid 270th St and E Meigs intersection.

Very truly yours,

Cindy Grove, Mayor
Christie Donnermeyer, City Clerk
John Batcher, City Council President
Chris TenEyck, City Council
Larry Bottger, Valley Planning Commission Chair
Brian Foutch, Valley Planning Commission
Jeff Farnham, City Attorney
Andrea Griffin, City Attorney
Greg Perry, City Engineer
Rune van den Boogaart, Building Inspector

Notes:

1. Private improvements for commercial stated from the developer in the proposed redevelopment plan is \$29,300,000.00. Divided by 14 lots equals \$2,092,857.10 per lot.
2. The proposed resolution's Private improvements for multi-family, stated by the developer, is \$44,450,000.00. Divided by 2 lots equals \$22,225,000.00 per lot.
3. $\$12,000,000.00 / 12 \text{ months} / 14 \text{ lots} = \$71,728.57$ in sales per month per lot. 1.5% received in sales tax by the city.
4. \$73,750,000.00 in improvements stated by the developer in the proposed redevelopment plan.
 - a. Ace land value /sf from Douglas County: $\$176,100.00 / 126,854\text{sf} = \$1.39/\text{sf}$
 - i. Proposed SF: 21.62acres = 941767sf x \$1.39/sf = \$1,309,056
 - b. Harbor Apartments land value /sf from Douglas County: $\$224,000.00 / 211,135 = \$1.06/\text{sf}$
 - i. Proposed SF: 21.70acres = 945252sf x \$1.06/sf = \$1,001,967
 - c. \$76,061,023 total property value x.31 tax levy = \$235,789.00

TIF Project Financial Summary

Total Project Cost	9,422,975
Net Sale Proceeds	5,485,291
Multifamily Land Contribution	2,160,000
Cash Flow from Land Sales	-1,777,685
TIF Proceeds	7,000,000
Equity Available for Apartments	5,222,315

Valley's newest multifamily project, *The Harbor at Valley Shores*, receives average rents of \$1.53/sf. A similar project in a larger market, such as Omaha, would receive rents closer to \$1.80/sf. Construction costs, financing costs, and other costs associated with development remain the same across markets. These costs, combined with comparatively lower rents, creates a debt service constraint. To solve this debt service constraint, the developer is required to contribute equity to cover approximately 50% of the total project cost.

Multifamily Project - Sources of Capital

Multifamily Project Cost	38,915,999
Loan Amount	-19,940,000
Equity Requirement	18,975,999
TIF Project Proceeds	-5,222,315
Multifamily Land Contribution	-2,100,000
Remaining Equity Requirement	11,653,684

Increased equity requirements have a negative effect on the Developer's rate of return. The returns show below are insufficient for the Developer to attract investor capital.

Multifamily Returns w/o TIF Project

Total Contribution	-18,975,999
Operating Cash Flows (10 yr)	4,618,390
Sale Proceeds	19,335,527
Total Cash Flow (10 yr)	4,977,917
Rate of Return - 10 year IRR	2.56%

The investment of equity available from the TIF project lowers the total equity requirement, thereby increasing the rate of return to an amount that can attract additional capital.

Multifamily Returns with TIF Project

Total Contribution	-13,753,684
Operating Cash Flows (10 yr)	4,618,390
Sale Proceeds	19,335,527
Total Cash Flow (10 yr)	10,200,232
Rate of Return - 10 year IRR	6.26%

Summary

The TIF Project overall is dependent on the viability of the apartment project, which accounts for over 50% of the entire TIF.

EXHIBIT C

**RESOLUTION NO. PC 2024-01
PLANNING COMMISSION OF
THE CITY OF VALLEY, NEBRASKA**

**A RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT
PLAN OF THE CITY OF VALLEY, NEBRASKA AND APPROVAL OF RELATED
ACTIONS**

WHEREAS, pursuant to and in furtherance of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), a Redevelopment Plan (the “**Redevelopment Plan**”), has been prepared and submitted to the Planning Commission by the Community Development Agency (the “**Agency**”) of the City of Valley, Nebraska and OSC Valley Meigs 1, LLC, a Nebraska limited liability company, OSC Valley Meigs 2, LLC, a Nebraska limited liability company, and Omnicorp Valley, LLC, a Nebraska limited liability company (collectively, the “**Redeveloper**”), in the form attached hereto as **Exhibit A**, for the purpose of redeveloping the Redevelopment Area legally described on **Exhibit B**; and

WHEREAS, the City has previously adopted and has in place a Comprehensive Development Plan, which includes a general plan for development of the City within the meaning of Section 18-2110 of the Act; and

WHEREAS, this commission has reviewed the Redevelopment Plan as to its conformity with the general plan for the development of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF VALLEY, NEBRASKA AS FOLLOWS:

Section 1. The Commission hereby recommends approval of the Redevelopment Plan with such changes and revisions as are deemed appropriate by the Agency.

Section 2. All prior resolutions of the Commission in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

Section 3. This resolution shall be in full force and effect from and after its passage as provided by law.

DATED: June 18, 2024

**PLANNING COMMISSION OF THE CITY
OF VALLEY, NEBRASKA**

ATTEST:

By:  _____
Chair

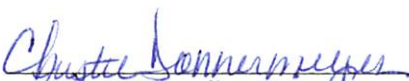
By:  _____
Recording Secretary

EXHIBIT A

Attach Copy of Redevelopment Plan

**REDEVELOPER'S
REDEVELOPMENT PLAN FOR THE VALLEY LANDING DEVELOPMENT
LOCATED IN THE SOUTHEAST QUADRANT OF
NORTH 270TH STREET AND EAST MEIGS STREET
IN THE CITY OF VALLEY, NEBRASKA**

I. INTRODUCTION.

The City of Valley, Nebraska, (the “City”) recognizes that blight is a threat to the stability and vitality of the City as a focal point of residential, business, financial, social, cultural, and civic activity, and a focus of community pride and achievement. Therefore, the City has initiated a program of revitalization pursuant to the Nebraska Community Development Law (Neb. Rev. Stat. §§18-2101 through 18-2157, as amended the “Act”) whose goal is to promote commercial and residential development within the City limits. Commercial development creates jobs and promotes sustainable communities and the local economy, while residential development promotes retail, business, industry, office, financial, and entertainment activities in the City.

This Redevelopment Plan has been prepared by OSC Valley Meigs 1, LLC, a Nebraska limited liability company, OSC Valley Meigs 2, LLC, a Nebraska limited liability company, and Omnicorp Valley, LLC, a Nebraska limited liability company (collectively, “**Redeveloper**”) to set forth the proposed Valley Landing Redevelopment Project (the “**Redevelopment Project**”). The proposed Redevelopment Project’s boundaries encompass approximately 67.62 acres located east of and adjacent to North 270th Street and south and adjacent to East Meigs Street, in the City. The Redevelopment Project’s boundaries are legally described on Exhibit “A”, attached hereto and incorporated herein by this reference (the “**Community Redevelopment Area**”). The Community Redevelopment Area consists of the entire area covered by this Redevelopment Plan. Exhibit “B” attached hereto and incorporated herein by this reference is a map showing the existing uses and the condition of the Community Redevelopment Area and its location as it relates to the balance of the City.

The Community Redevelopment Area has been declared blighted and substandard by the City and to be in need of revitalization to ensure that it will contribute to the economic and social wellbeing of the City. This Redevelopment Plan seeks to enhance the City by constructing a mixed-use development on underutilized, vacant land located in the southeast quadrant of North 270th Street and East Meigs Street in the City. All available evidence suggests that the area has not had the private investment necessary to contribute to the wellbeing of the community, nor would the area be reasonably anticipated to be developed without public action.

The Redeveloper anticipates the Redevelopment Project will consist of a commercial component and a multi-family development component. The commercial component of the Redevelopment Project will be primarily located along the perimeter of the Community Redevelopment Area, east of and adjacent to North 270th Street and south of and adjacent East Meigs Street, but will also include lots along the primary frontage on the lake. The Redeveloper anticipates that the commercial development will start with the construction of the core commercial buildings in the Valley Landing development to be located on Lots 1-9, as shown on the Preliminary Plat attached here as Exhibit “C” (the “**Preliminary Plat**”), which contain the primary frontage along East Meigs Street and North 270th Street, and then will proceed to construction of

the remaining commercial buildings in the Valley Landing development to be located on Lots 10-14 as shown on the Preliminary Plat. The Redeveloper currently anticipates that:

- (i) Lot 1 will serve as one of the primary anchor lots for the development and it is currently anticipated that a grocery user will occupy this lot;
- (ii) Lots 2 and 4 will be retail users, with Lot 4 being a multi-tenant retail building;
- (iii) Lot 3 will be a to-be-determined commercial use, which may include a daycare facility;
- (iv) Lots 5-9 will be occupied by a variety of retail users, including, but not limited to, coffee shops, discount stores, drug stores, convenience stores, retail stores, and restaurants;
- (v) Lot 10 will be a convenience store; and
- (vi) Lots 11-14 will have primary frontage along the lake, which Redeveloper anticipates will be enticing for restaurants and offices users.

The multi-family residential component of the Redevelopment Project is currently anticipated to include the construction of approximately one hundred fifty (150) market-rate residential apartment units, eighty-four (84) market-rate apartminiums, twenty-one (21) single-family rental units, and four hundred eighty-one (481) parking spaces, including attached garage, tandem, detached garage, and surface parking, and Class A amenities including a clubhouse and pool, park, dog park, and a trail system on the 23.06 acres of Lots 15 and 16, as shown on the Preliminary Plat.

To prepare the Community Development Area for the Redevelopment Project, the Redeveloper anticipates that it will (a) dredge approximately 300,000 cubic yards from the lake to bring the Community Development Area up to an elevation that meets the requirements of building in a Flood Zone AO. Once complete, the lake is anticipated to be twenty-two (22) feet in depth with an area of approximately 15 acres; (b) construct the public access roads, as shown on the Preliminary Plat; (c) install all related public improvements; and (d) satisfy all other requirements of the City relating to the approval of the Redevelopment Project.

The level of investment to finance the site acquisition, site preparation, and infrastructure installation needed for the Redevelopment Project will require the combined efforts of the public and private sectors. Municipal leadership is essential as the catalyst for this major private investment.

II. EXISTING SITUATION.

This section of the Redevelopment Plan examines the existing conditions within the designated Community Redevelopment Area. This section is divided into the following subsections: existing land use, existing zoning, and existing public improvements.

A. Existing Land Use. The Community Redevelopment Area was previously used

for agricultural cropland or vacant land dating back to at least 1893, and contains a concrete pivot pad, electric panel with a 3' x 3' transformer, and a well. This use is shown on Exhibit "D", attached hereto and incorporated herein by this reference.

B. Existing Zoning. The Community Redevelopment Area is currently zoned General Industrial (I-3). The Zoning Map set forth as Exhibit "E", attached hereto and incorporated herein by this reference, shows the areas in each zone.

C. Existing Public Improvements. There are no existing public improvements within the Community Redevelopment Area.

III. FUTURE SITUATION.

This section of the Redevelopment Plan sets forth the planned future conditions within the Community Redevelopment Area. This section is divided into the following subsections:

- A. Proposed Land Use Plan
- B. Conformance with the Comprehensive Plan; Conformance with the Community Development Law Declarations
- C. Relationship to Local Objectives
- D. Building Requirements and Standards after Redevelopment
- E. Proposed Changes and Actions
- F. Cost Benefit Analysis
- G. Plan Feasibility
- H. Proposed Cost and Financing
- I. Implementation of Tax Increment Financing
- J. Implementation of Approved Redevelopment Plan; Procedure for Changes in the Approved Redevelopment Plan

A. Proposed Land Use Plan. Changes are contemplated to the current Land Use Plan for the area shown on Exhibit "E" attached hereto. The current Zoning Ordinance for the City specifies the Community Redevelopment Area as General Industrial (I-3). In connection with the Redevelopment Project, the Redeveloper anticipates that the entire Community Redevelopment Area will be rezoned as follows, upon final plat approval: (i) Lots 1 through 14, inclusive, will be zoned as General Commercial (C-1) and (ii) Lots 15 and 16 will be zoned as Med-High Density Residential (R-2).

The Redevelopment Project will provide for site acquisition, significant site development (including, without limitation, dredging of a new approximately 14.92 -acre lake

in order to bring the remainder of the development up to an elevation that meets the requirements of building in a Flood Zone AO), grading, platting, and installation of paved roadways, water, sewer, and electrical lines. The specific site plan, land uses, open space, road network, and infrastructure improvements will change as part of the Redevelopment Project. Exhibit “F” attached hereto and incorporated herein by this reference shows the proposed development providing for fourteen (14) commercial lots, two (2) multi-family residential development lots, a lake, streets, and improvements. Exhibit “G” attached hereto and incorporated herein by this reference contains the Valley Landing Grading Plan prepared by Lamp Rynearson dated October 13, 2023.

The Redeveloper and the City have determined that the private sector is unable to carry out the necessary private and related public improvements necessitated by the Redevelopment Project (site acquisition, site preparation, right of way, roadway installation, storm water drainage, sanitary sewer, water, and electrical lines) without assistance from the City through its Community Development Agency (the “Agency”). The Redeveloper intends to negotiate a specific redevelopment contract with the City and its Agency. The redevelopment contract will set forth the proposed Redevelopment Project, and what contributions are necessary from the City and its Agency. The written redevelopment contract will include a site plan, Redevelopment Project description, specific funding arrangements, and specific covenants and responsibilities of the City, Agency, and the Redeveloper to implement the Redevelopment Project.

B. Conformance with the Comprehensive Plan; Conformance with the Community Development Law Declarations. In accordance with Nebraska State Law, the Redevelopment Plan described in this document has been designed to conform to the Valley Comprehensive Plan 2018 adopted on March 13, 2018 by Ordinance No. 708 (the “**Comprehensive Plan**”) as amended from time to time. This Redevelopment Plan is feasible and in conformity with the general plan for the development of the City as a whole and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Community Development Law. [Neb. Rev. Stat. §18-2110]

C. Relationship to Local Objectives. The proposed Community Redevelopment Area lies within the boundary described on Exhibit “A”. [Neb. Rev. Stat. §18-2111(1)(a)] The Redevelopment Area location relative to the City is shown on attached Exhibit “C”.

This Redevelopment Plan has been developed on the basis of the goals, policies, and actions adopted by the City for the community as a whole and for the southeast quadrant of North 270th Street and East Meigs Street. General goals, policies and actions relating to the community as a whole and for that area are contained in the Comprehensive Plan.

D. Building Requirements and Redevelopment Standards. The redevelopment of the Community Redevelopment Area should generally achieve the following:

1. **Population Density.** There are no dwelling units currently located within the Community Redevelopment Area. The Redeveloper intends to develop two hundred thirty-four (234) market-rate residential apartment units, twenty-one (21) four-bedroom single family rental units in the Community Redevelopment Area. This will significantly change the population density within the Community Redevelopment

Area. With a minimum, conservative estimate of 1.25 persons per sleeping unit, the Redevelopment Project will increase the population for the Community Redevelopment Area and the City by 543 persons. The 2021 census indicated a city population of 2,982. A 543-person increase will result in an 18.21% rise in city population. [Neb. Rev. Stat. § 18-2111(1)(c)]

2. Land Coverage and Building Density. There are no buildings currently located within the Community Redevelopment Area. The Redeveloper intends to divide the approximately 67.62 acres of the Community Redevelopment Area into sixteen (16) lots with one (1) outlot. Of that, the Redeveloper anticipates 21.54 acres will be utilized for commercial purposes; 23.06 will be utilized for multi-family residential purposes; approximately 14.92 acres will be the lake/water surface; and 8.1 acres will be dedicated to public right-of-way for streets and utilities.

Due to the nature of the geographical layout of the Community Redevelopment Area, the lot sizes will vary. The Redeveloper intends to sell some or all of the commercial lots, and the purchasers will erect the buildings on the purchased lots. Therefore, the actual square footage of land coverage is difficult to quantify; however, the Redeveloper's conservative estimation of the total building square footage on the commercial lots is approximately 234,570 square feet.

The Redeveloper estimates the total square footage of six (6) 14-unit apartment buildings, five (5) 30-unit apartment buildings, and twenty-one (21) single-family rental units within the multi-family development to be approximately 267,750 square feet. Additionally, the Redeveloper estimates that the multi-family development will include an approximately 5,400 square foot club house and ten (10) detached garages, which will be approximately 1,320 square feet each. Neb. Rev. Stat. § 18-2111(1)(c)]

3. General Environment. This Redevelopment Project is intended to serve as one of the main retail centers in the City. The Redevelopment Project provides an excellent opportunity to utilize certain underutilized, vacant land that is declining in value in its current condition and is in need of development. The Redevelopment Project is anticipated to create over 150 new jobs within the City, attract high quality retail users, and provide market-rate apartments, apartment buildings, and single-family rental units. Short commute times to Omaha via Maple Street and Dodge Street provide an opportunity to attract community members from the Omaha Metro to the City and may invite new community members who may choose to work in the Omaha Metro area but seek to raise their families in the environs of and with the benefits of a smaller community. These elements offer the City a unique growth opportunity.

4. Building Heights and Massing. Building heights and massing will comply with the C-1 zone for Lots 1-14 and the R-2 zone for Lots 15 and 16.

5. Circulation, Access and Parking. This Redevelopment Plan contemplates access from 4 different locations. There will be two (2) main public access roads running north/south from East Meigs Street that will serve as the main connections to the Community Redevelopment Area. The first road will be located

between Lots 9 and 10, which connects to the main north/south public access road of the Community Redevelopment Area. The second public access road running south from East Meigs Street will be located between Lots 1 and 5, which will be the main north/south road that serves the Community Redevelopment Area. Additionally, there will be two (2) public access roads that run east/west from North 270th Street. The first road will be located between Lots 2 and 3 and the second road will be located south of Lot 4 and will connect with the main north/south road that serves as a main connection road to East Meigs Street. Each lot within the Community Redevelopment Area will maintain the required parking ratios based on the nature of development on such lot.

E. Proposed Changes and Actions. The Community Redevelopment Area is anticipated to develop as mixed-use development offering access to prime retail users (including, without limitation, retail stores, drug stores, discount stores, convenience stores, restaurants, coffee shops, and grocery stores), market-rate apartments, apartminiums, and single-family rental units, as well as approximately a 14.92-acre lake. See Exhibit "F" for an example of a conceptual land use and site plan for the Community Redevelopment Area. This section describes the proposed changes needed to the zoning ordinances or maps, street layouts, street levels or grades, and building codes and ordinances, and actions to be taken to implement this Redevelopment Plan.

1. Zoning, Building Codes and Ordinances. The Community Redevelopment Area is currently zoned General Industrial (I-3). Changes to the City's Zoning Ordinances will be required in order to zone Lots 1 through 14 of the Community Redevelopment Area as General Commercial (C-1) and Lots 15 and 16 of the Community Redevelopment Area as Med-High Density Residential (R-2). See Exhibit "E". [Neb. Rev. Stat. § 18-2111(1)(d)]

2. Traffic Flow, Street Layout and Street Grades. This Project will result in significant street infrastructure installation. Total linear feet of paved roadway will equal approximately 3,260 feet. Street layouts are depicted on Exhibit "F". [Neb. Rev. Stat. § 18- 2111(1)(d)]

3. Public Redevelopments, Improvements, Facilities, Utilities and Rehabilitations. In order to support the new land uses in the Community Redevelopment Area, the following proposed public redevelopments, improvements, facilities, and utilities will be needed:

(i) Design, construction, and improvement of the entrances to the Community Redevelopment Area at East Meigs Street and North 270th Street, consisting of a reconstructed entrance and deceleration lanes.

(ii) Design, construction, and improvement of public roads in the Community Redevelopment Area.

(iii) Improvements to the storm drainage of the entire Community Redevelopment Area.

(iv) The extension of sanitary sewer lines to serve the Community

Redevelopment Area and adjoining areas.

(v) The extension of City water main and construction of water service lines and related facilities will need to be installed to serve the Community Redevelopment Area.

Dedication of rights-of-way to the public will be needed in several locations.[Neb. Rev. Stat. § 18-2111(1)(f)]

4. Site Preparation and Demolition. Site preparation will consist of two significant activities: (1) dredging the lake and (2) grading the Community Redevelopment Area. The Community Redevelopment Area lies within the Flood Zone AO. The Redeveloper anticipates dredging approximately 300,000 cubic yards of the lake to build up the area to an elevation will allow for the development of the commercial and residential lots.

5. Private Redevelopment and Improvements. Installation of significant infrastructure will allow for the sale and development of commercial lots and the development of multi-family residential lots within the Community Redevelopment Area.

6. Acquisition and Relocation. The Redeveloper is the current fee simple owner of the Community Redevelopment Area. The Redeveloper does not anticipate any additional public right-of-way, other than that which will be dedicated to the public by the Redeveloper as part of the platting process, being required in order to support this Redevelopment Plan.

No residential units or commercial buildings are currently located in the Community Redevelopment Area and no relocation of businesses, families, or individuals will occur as a result of this Redevelopment Plan.

Should any relocation be required, the City shall relocate or provide assistance pursuant to the procedures described in the Relocation Assistance Act and pursuant to Neb. Rev. Stat. §18-2154 .

7. Open Spaces, Landscaping, Lighting, Parking. The proposed site plan and private sector improvements will comply with the City's minimum open space, landscaping, lighting, and parking standards as defined in the Zoning and Subdivision Ordinances, Building Codes, or other local ordinances.

F. Cost-Benefit Analysis. A City Redevelopment Project TIF Statutory Cost Benefit Analysis (“**Cost-Benefit Analysis**”) will be developed by the Agency prior to making its recommendation with respect to this Redevelopment Plan to the Council of the City. [Neb. Rev. Stat. §18-2113]

G. Plan Feasibility. The Redeveloper has invested a substantial amount of time and resources in determining whether it is economically feasible to undertake this

Redevelopment Plan without the use of tax increment financing. Such efforts by the Redeveloper have failed to result in developing the Community Redevelopment Area.

H. The Redeveloper has determined that it is not economically feasible to undertake the Redevelopment Plan and/or Redevelopment Project, and the Redevelopment Project would not occur in the Community Redevelopment Area without the use of tax increment financing as described in this Redevelopment Plan. Redeveloper will not undertake the development described herein without the assistance of tax increment financing. [Neb. Rev. Stat. §18-2116]. Proposed Cost and Financing.

Estimated Redevelopment Project eligible expenses, including acquisition, preparation, and relocation costs are broken down as follows:

POTENTIAL PUBLIC AND ELIGIBLE PRIVATE IMPROVEMENTS

Land Acquisition	\$1,000,000
Grading/Dredging	\$3,000,000
Sanitary Sewer	\$695,692
Storm Sewer	\$189,037
Paving	\$500,694
Water	\$317,106
Gas	\$31,602
Power	\$118,537
Utility Relocation	\$25,000
Geotechnical & Engineering	\$598,900
Development Fees	\$378,883
Miscellaneous Development City Fees	\$570,016
Contingencies	\$455,000
TOTAL:	\$7,880,467

[18-2114]

PRIVATE IMPROVEMENTS

Estimated multi-family residential construction on project build out: \$44,450,000

Estimated commercial construction on project build out: \$29,300,000

All figures above are estimates. Since the Redeveloper intends to sell some of the commercial lots, and the purchasers will erect buildings on the purchased lots, the actual construction costs for the commercial lots are difficult to quantify. Final figures are subject to a specific site plan, design specifications, City approval, and regulations.

The cost of the Proposed Public Improvements and Eligible Private Improvements will likely exceed the amount of funds available from the tax-increment financing indebtedness that the Agency will issue.

The amount of the available proceeds for tax-increment financing is estimated at

approximately \$5,000,000 assuming the lots develop in a timely manner with sufficient incremental assessed valuation. The assessed valuation of the Community Redevelopment Area for the 2024 tax year is \$805,900. After completion of the Redevelopment Project, the anticipated aggregate assessed valuation of the Community Redevelopment Area is in excess of \$68,000,000.

I. Implementation of Tax Increment Financing.

This Redevelopment Plan intends that the Agency, after approval of this Plan, and the execution of a Redevelopment Contract, issue its tax increment revenue bond(s) in the principal amount of \$5,000,000. The bond(s) will be acquired by the Redeveloper, with the proceeds of the bond(s) granted to the Redeveloper and utilized to pay for the public and eligible private improvements. [Neb. Rev. Stat. §18-2150]

J. Implementation of Approved Redevelopment Plan; Procedure for Changes in the Approved Redevelopment Plan.

Upon Redevelopment Plan approval, Redevelopment Contract execution and issuance of the tax increment revenue bond(s), the Redeveloper will begin the Redevelopment Project with dredging of the lake, grading, site preparation, and installation of public infrastructure, which is anticipated to commence in the summer/fall of 2024. The Redeveloper anticipates that construction of the (a) multi-family development will begin in spring of 2025, (b) commercial buildings will commence in the fall of 2024 in the western portion of the Community Redevelopment Area, along North 270th Street, and will then continue and transition to the commercial buildings in the northern portion of the Community Redevelopment Area, along East Meigs Street. The Redeveloper anticipates that the Redevelopment Project will be completed in 2027-2028.

This Redevelopment Plan proposes that the tax increment revenues available from the commercial and residential lots in the Community Redevelopment Area be allocated under the terms of Neb. Rev. Stat. §18-2147(1)(b) for those tax years for which the payments become delinquent within fifteen (15) years from the effective date as set forth in the redevelopment contract. The tax increment revenues will be pledged to the payment of principal and interest on the tax increment revenue bond(s). The effective date of the allocation of the tax increment revenues shall be established pursuant to the redevelopment contract.

Statutory Pledge of Taxes.

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the Project Area shall be divided, for the period not to exceed 15 years after the effective date of the provision, to be established in the redevelopment contract.

Pursuant to Neb. Rev. Stat. §18-2150, the ad valorem tax so divided is to be pledged to the repayment of loans or advances of money, or the incurring of any indebtedness, whether funded, refunded, assumed, or otherwise, by the Agency to finance or refinance, in whole or in part, the redevelopment project, including the payment of the principal of,

premium, if any, and interest on such bonds, loans, notes, advances or indebtedness.

The Indebtedness shall be payable solely from the tax increment revenues available under Neb. Rev. Stat. §18-2147 and shall not otherwise constitute indebtedness of the Agency or the City.

Any ad valorem tax levied upon the real property in a Redevelopment Project for the benefit of any public body shall be divided, for a period not to exceed fifteen (15) years after the effective date of such provision established in the redevelopment contract related to the Redevelopment Project, as follows:

a. That portion of the ad valorem tax which is produced by the levy at the rate fixed each year by or for each such public body upon the Redevelopment Project Valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body; and

b. That portion of the ad valorem tax on real property, as provided in the Redevelopment Contract, Bond Resolution, or redevelopment plan, as applicable, in the Redevelopment Project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the Agency to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Agency for financing or refinancing, in whole or in part, the Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premiums due, have been paid, the Agency shall so notify the county assessor and county treasurer and all ad valorem taxes upon taxable real property in the Redevelopment Project shall be paid into the funds of the respective public bodies. [Neb. Rev. Stat. §18- 2147(1)(b)]

The real property in the Redevelopment Project is within the corporate boundaries of the City. [Neb. Rev. Stat. §18-2147(2)]

K. Procedure for Changes in the Approved Redevelopment Plan. If the City desires to modify this Redevelopment Plan, it may do so after holding a public hearing on the proposed change in accordance with applicable state and local laws. A redevelopment plan which has not been approved by the governing body when recommended by the Agency may again be recommended to it with any modifications deemed advisable. A redevelopment plan may be modified at any time by the Agency, provided, that if modified after the lease or sale of real property in the Redevelopment Project Area, the modification must be consented to by the Redeveloper or redevelopers of such property or its successor, or their successors, in interest affected by the proposed modification. Where the proposed modification will substantially change the redevelopment plan as previously approved by the governing body the modification must similarly be approved by the governing body.

L. Implementation of Redevelopment Plan. Timing of the implementation of this Redevelopment Plan shall not delay the effectiveness of the Act.

Exhibit "A"
to
Valley Landing Redevelopment Plan

Legal Description of Redevelopment Area

Prior to Platting:

That part of Government Lots One (1) & Two (2) and the South Half of the Northeast Quarter (S1/2 NE1/4) of Section 6, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of the Northeast Quarter (NE1/4) of said Section 6; thence South 89°57'17" East (bearings referenced to the Douglas County Low Distortion Coordinate System) for 1322.62 feet along the North line of the NE1/4 of said Section 6; thence South 00°05'48" East for 61.84 feet; thence North 89°41'45" East for 506.20 feet to the West right of way of N. 264th Street; thence South 22°24'34" East for 260.02 feet; thence South 35°10'41" East for 260.24 feet; thence South 45°23'58" East for 358.07 feet; thence on a curve to the Right (having a radius of 944.88 feet and a long chord bearing South 20°54'58" East for 706.56 feet) for an arc length of 724.15 feet; thence South 01°02'22" West for 251.41 feet; thence South 88°57'38" East for 39.86 feet to the East line of the NE1/4 of said Section 6; thence South 01°00'14" West for 933.29 feet along the East line of the NE1/4 of said Section 6 to the Southeast corner thereof; thence South 89°38'11" West for 1554.64 feet along the South line of the NE1/4 of said Section 6; thence North 01°03'27" East for 1279.63 feet; thence South 89°50'42" West for 1065.90 feet; thence North 01°01'59" East for 1310.31 feet; thence South 90°00'00" West for 35.41 feet; thence South 01°06'58" West for 1310.43 feet; thence South 89°45'52" West for 33.10 feet to the West line of the NE1/4 of said Section 6; thence North 01°06'12" East for 1343.63 feet along the West line of the NE1/4 of said Section 6 to the Point of Beginning, subject to road right of ways.

EXCLUDING:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 89°38' 11" WEST (ASSUMED BEARINGS) FOR 1554.64 FEET ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE NORTH 01°03'27" EAST FOR 1279.63 FEET; THENCE NORTH 89°50'51" EAST FOR 1509.52 FEET TO THE WEST RIGHT OF WAY LINE OF N 264TH STREET; THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 944.88 FEET AND A LONG CHORD BEARING SOUTH 01°38'26" EAST FOR 88.36 FEET) FOR AN ARC LENGTH OF 88.39 FEET ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 01°02'22" WEST FOR 251.41 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 88°57'38" EAST FOR 39.86 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 01°00'14" WEST FOR 933.29 FEET TO THE POINT OF BEGINNING. CONTAINS 45.222 ACRES.

After Platting:

Lots 1-16, inclusive, and Outlot A & B, Valley Landing, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska.

Exhibit "B"
to
Valley Landing Redevelopment Plan

Location Map



EXHIBIT C
to
Valley Landing Redevelopment Plan

Preliminary Plat

(see attached)

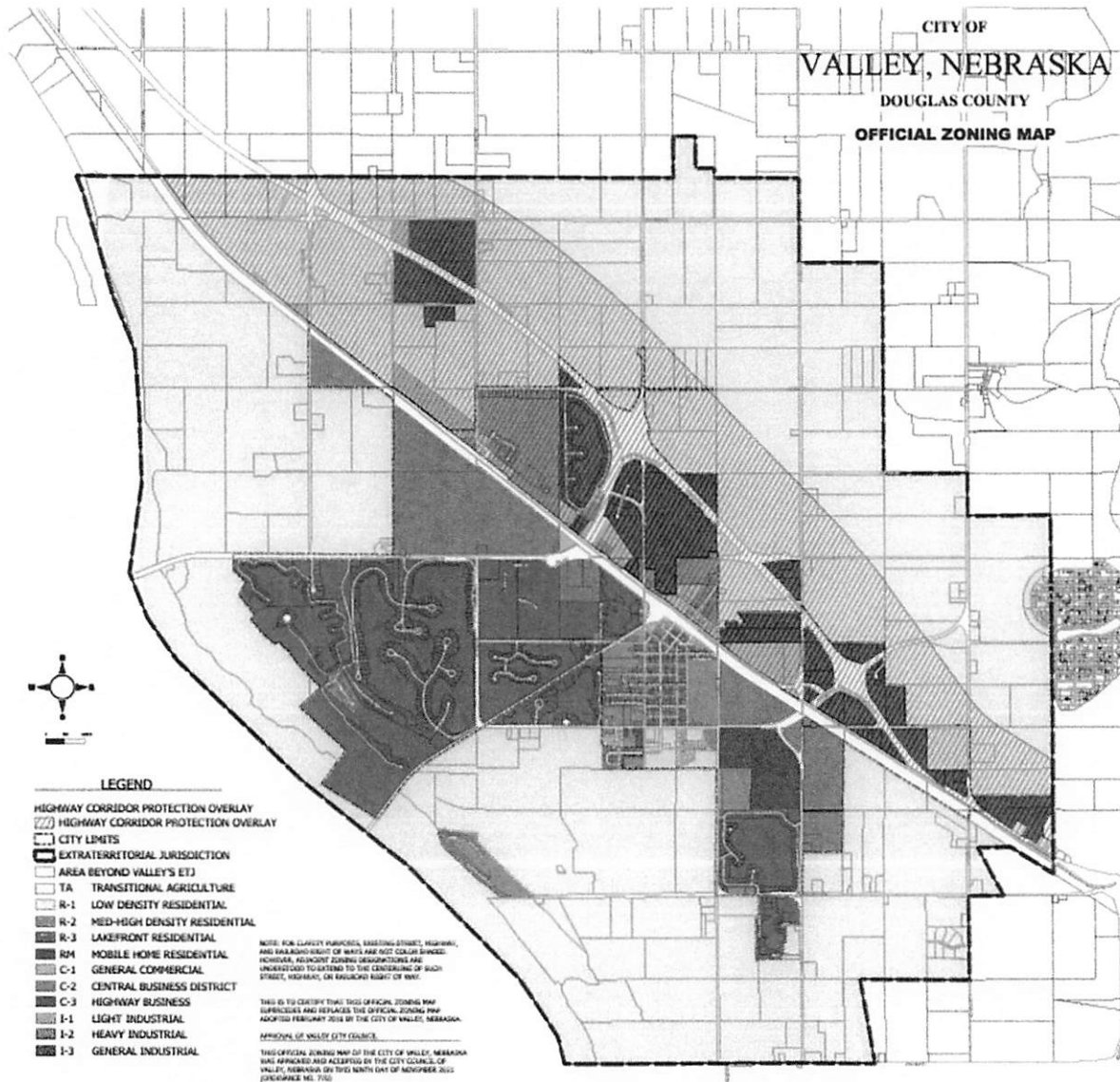
EXHIBIT D
to
Valley Landing Redevelopment Plan

Existing Land Use



EXHIBIT E
to
Valley Landing Redevelopment Plan

Existing Zoning Map



DATE OF PREPARATION: 11/15/12

BY: [Signature]

DATE: 11/15/12

SCALE: 1" = 1/4 MILE

Exhibit "F"

to

Valley Landing Redevelopment Plan

Site Plan

Valley, NE
Valley Landing - Option A

LAMP
RYNARSON

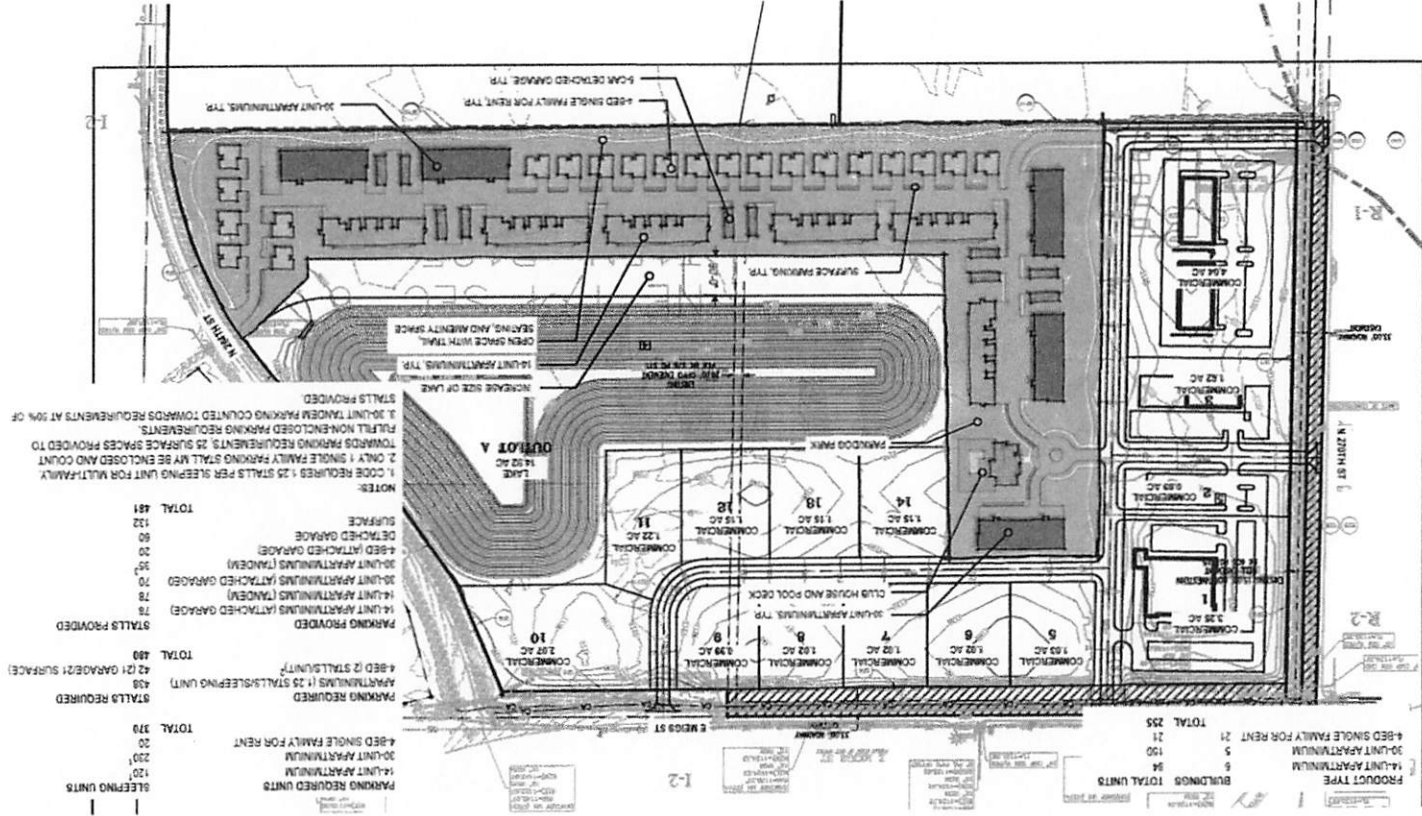


EXHIBIT "G"
to
Valley Landing Redevelopment Plan

Valley Landing - Grading Plan

(see attached)

EXHIBIT B

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

That part of Government Lots One (1) & Two (2) and the South Half of the Northeast Quarter (S1/2 NE1/4) of Section 6, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of the Northeast Quarter (NE1/4) of said Section 6; thence South 89°57'17" East (bearings referenced to the Douglas County Low Distortion Coordinate System) for 1322.62 feet along the North line of the NE1/4 of said Section 6; thence South 00°05'48" East for 61.84 feet; thence North 89°41'45" East for 606.20 feet to the West right of way of N. 264th Street; thence South 22°24'34" East for 260.02 feet; thence South 35°10'41" East for 260.24 feet; thence South 45°23'58" East for 358.07 feet; thence on a curve to the Right (having a radius of 944.88 feet and a long chord bearing South 20°54'58" East for 706.56 feet) for an arc length of 724.15 feet; thence South 01°02'22" West for 251.41 feet; thence South 88°57'38" East for 39.86 feet to the East line of the NE1/4 of said Section 6; thence South 01°00'14" West for 933.29 feet along the East line of the NE1/4 of said Section 6 to the Southeast corner thereof; thence South 89°38'11" West for 1554.64 feet along the South line of the NE1/4 of said Section 6; thence North 01°03'27" East for 1279.63 feet; thence South 89°50'42" West for 1065.90 feet; thence North 01°01'59" East for 1310.31 feet; thence South 90°00'00" West for 35.41 feet; thence South 01°05'58" West for 1310.43 feet; thence South 89°45'52" West for 33.10 feet to the West line of the NE1/4 of said Section 6; thence North 01°06'12" East for 1343.63 feet along the West line of the NE1/4 of said Section 6 to the Point of Beginning, subject to road right of ways.

EXCLUDING

THAT PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 89°38' 11" WEST (ASSUMED BEARINGS) FOR 1554.64 FEET ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE NORTH 01°03'27" EAST FOR 1279.63 FEET; THENCE NORTH 89°50'51" EAST FOR 1509.52 FEET TO THE WEST RIGHT OF WAY LINE OF N 264TH STREET; THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 944.88 FEET AND A LONG CHORD BEARING SOUTH 01°38'26" EAST FOR 88.36 FEET) FOR AN ARC LENGTH OF 88.39 FEET ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 01°02'22" WEST FOR 251.41 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 88°57'38" EAST FOR 39.86 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 01°00'14" WEST FOR 933.29 FEET TO THE POINT OF BEGINNING. CONTAINS 45.222 ACRES.

ORDINANCE NO. 814

AN ORDINANCE AMENDING THE ZONING REGULATIONS OF VALLEY, DOUGLAS COUNTY, NEBRASKA, FINDING THE PROPOSED AMENDMENT WAS DULY SUBMITTED TO THE PLANNING BOARD OF VALLEY, DOUGLAS COUNTY, NEBRASKA, FOR ITS RECOMMENDATION AND THAT IT RECOMMENDED THE ADOPTION OF THE AMENDMENT; FINDING THAT NOTICE OF HEARING ON SUCH AMENDMENT WAS DULY GIVEN PRIOR TO THE HEARING AS PROVIDED BY LAW AND THAT SUCH PUBLIC HEARING WAS HAD THEREON; FINDING THAT THE ZONING MAP OF VALLEY, DOUGLAS COUNTY, NEBRASKA, BE AMENDED AS FOLLOWS:

Lots 1 through 14, inclusive, Valley Landing, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, shall be re-zoned to C-1 General Commercial District.

Lots 15 through 16 inclusive, and Outlot "A", Valley Landing, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska shall be re-zoned to R-2 Medium-High Density Residential District.

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

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

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

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

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

Lots 1 through 14, inclusive, Valley Landing, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, shall be re-zoned to C-1 General Commercial District.

Lots 15 through 16 inclusive, Valley Landing, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska shall be re-zoned to R-2 Medium-High Density Residential District.

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

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

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

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

PASSED AND APPROVED this 9th day of July, 2024.

CITY OF VALLEY,
DOUGLAS COUNTY, NEBRASKA

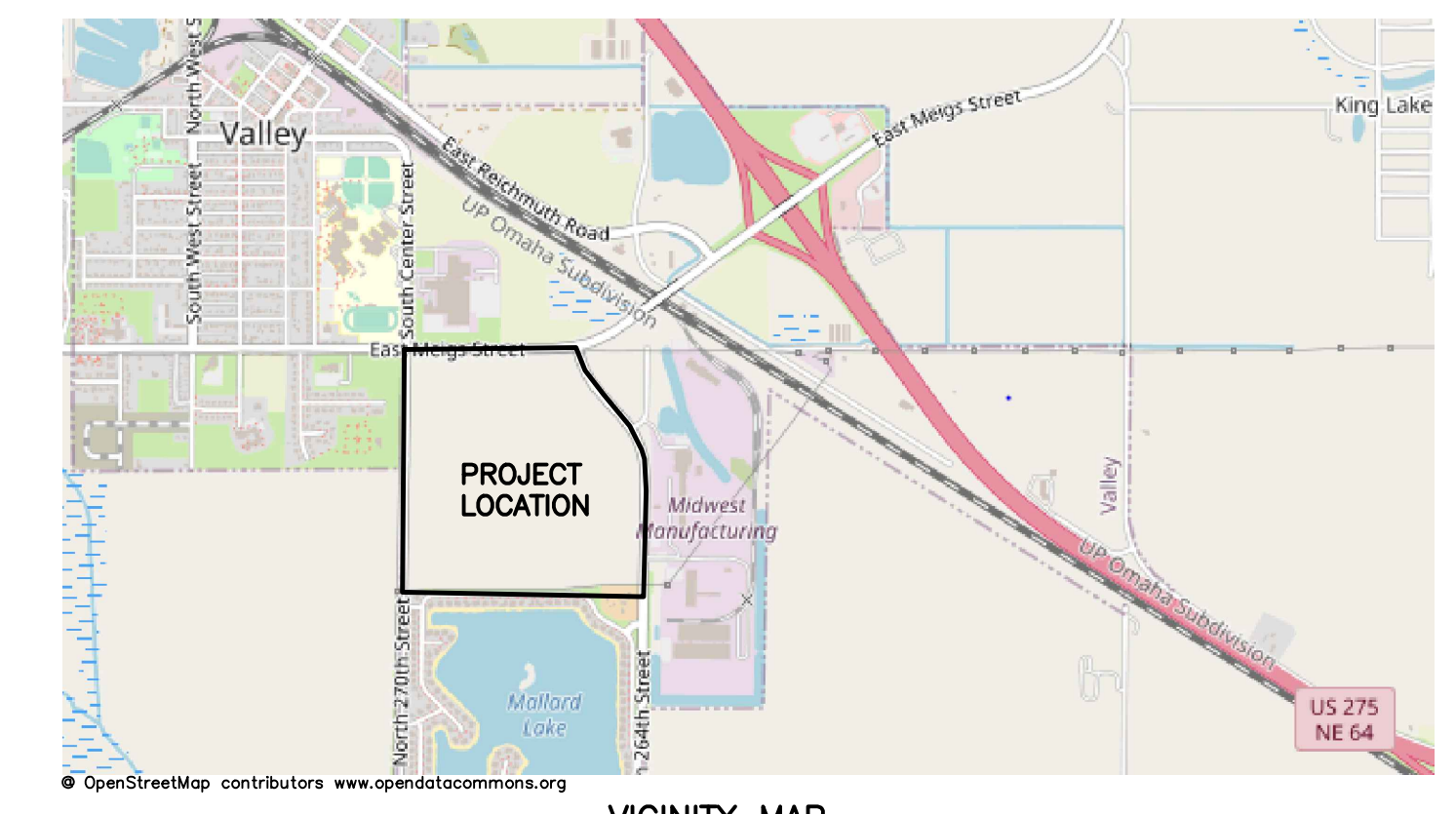
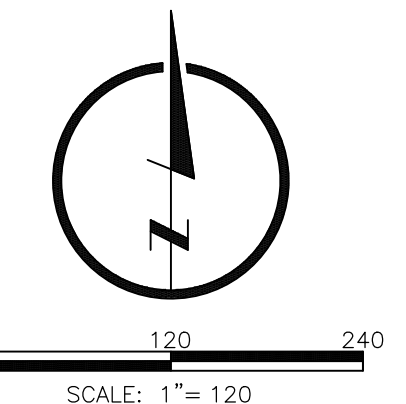
Cindy Grove, Mayor

ATTEST:

Christie Donnermeyer, City Clerk

VALLEY LANDING

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



LAMP RYNEARSON
 LAMP RYNEARSON.COM
 OMAHA, NEBRASKA
 14710 W. DODGE RD., STE. 100 (604)968-2498
 FORT COLLINS, COLORADO
 4715 INNOVATION DR., STE. 100 (970)226-0342
 KANSAS CITY, MISSOURI
 9001 STATE LINE RD., STE. 200 (816)361-0440

LEGEND

- PROPERTY LINE
- LOT LINE
- SECTION LINE
- EASEMENT
- STREET DEDICATION
- MONUMENT FOUND (5/8" REBAR W/ 1 1/4" YPC STAMPED LS 566) UNLESS OTHERWISE INDICATED
- SECTION CORNER
- YPC
- YELLOW PLASTIC CAP

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

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAND SURVEYOR'S REGULATION ACT THAT THIS PLAT, MAP, SURVEY OR REPORT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT IT WAS PERFORMED IN ACCORDANCE WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME OF THE SURVEY AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE AND CORRECT AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE BOUNDARY ON THE PLAT AND THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS VALLEY LANDING, LOTS 1 THROUGH 16, INCLUSIVE, AND OUTLOT A, BEING A PLATTING OF PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6;
 THENCE SOUTH 00°05'48" EAST FOR 61.84 FEET;
 THENCE NORTH 89°41'45" EAST FOR 506.20 FEET TO THE WEST RIGHT OF WAY OF NORTH 264TH STREET;
 THENCE SOUTH 22°24'34" EAST FOR 260.02 FEET;
 THENCE SOUTH 35°10'41" EAST FOR 260.24 FEET;
 THENCE SOUTH 45°23'58" EAST FOR 358.07 FEET;
 THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 944.88 FEET AND A LONG CHORD BEARING SOUTH 23°35'46" EAST FOR 623.83 FEET) FOR AN ARC LENGTH OF 635.76 FEET;
 THENCE SOUTH 89°50'51" WEST FOR 253.84 FEET;
 THENCE NORTH 01°01'58" EAST FOR 1310.31 FEET;
 THENCE NORTH 90°00'00" WEST FOR 35.41 FEET;
 THENCE SOUTH 01°05'58" WEST FOR 1310.48 FEET;
 THENCE SOUTH 89°50'42" WEST FOR 33.10 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6;
 THENCE NORTH 01°06'12" EAST FOR 1343.63 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6 TO THE POINT OF BEGINNING, SUBJECT TO ROAD RIGHT OF WAYS.



WILLIAM E. KNIGHT, LS566

DATE

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, OSC VALLEY MEIGS 1, LLC, OWNERS AND CORE BANK, MORTGAGEES, OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SURVIVED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN HEREON, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS VALLEY LANDING, LOTS 1 THROUGH 16, INCLUSIVE, AND OUTLOT A, DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT; AND WE DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AS SHOWN HEREON AND DO HEREBY GRANT THE EASEMENTS AS SHOWN HEREON. WE DO HEREBY GRANT TO THE GRANTEE, THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS, SHOWN HEREON FOR THE STATED PURPOSE, FOR INGRESS AND EGRESS IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES, PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANTOR, AND TO THE GRANTOR'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONSTRUED TO PASS, TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE OF THE EASEMENT AREAS. ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM.

GRANTS OF EASEMENTS

FOR POWER AND COMMUNICATIONS
 PERPETUAL EASEMENTS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION TRANSMITTING COMMUNICATION SIGNALS AUTHORIZED TO USE THE CITY STREETS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AND AN EIGHT-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, AND A 16-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM "EXTERIOR LOTS" IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION, SAID 16-FOOT-WIDE EASEMENT WILL BE REDUCED TO AN EIGHT-FOOT-WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED, NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

FOR WATER AND GAS

PERPETUAL EASEMENTS SHALL BE GRANTED TO BLACK HILLS ENERGY, AND ANY NATURAL GAS PROVIDER, AND THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL STREET FRONTCAGES OF ALL LOTS, NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

OSC VALLEY MEIGS 1, LLC, OWNER

(PRINTED NAME) SIGNATURE

(PRINTED TITLE) SIGNATURE

(PRINTED NAME) SIGNATURE

(PRINTED TITLE) SIGNATURE

ACKNOWLEDGEMENT OF NOTARIES

STATE OF NEBRASKA } SS

COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

____ DAY OF _____, 20____

BY _____ OF _____ (PRINTED NAME) (PRINTED TITLE)

SIGNATURE OF NOTARY PUBLIC

STATE OF NEBRASKA } SS

COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

____ DAY OF _____, 20____

BY _____ OF _____ (PRINTED NAME) (PRINTED TITLE)

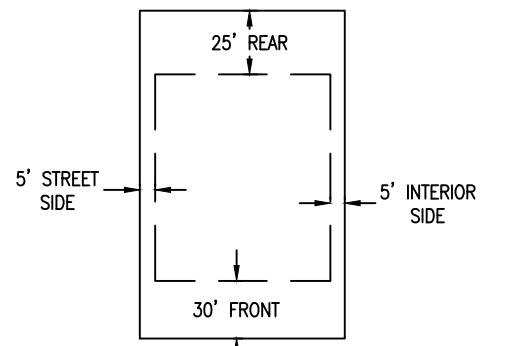
SIGNATURE OF NOTARY PUBLIC

NOTES

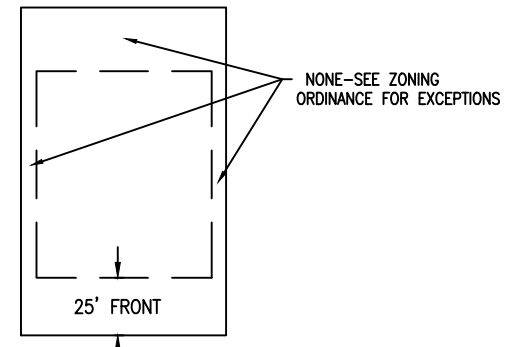
1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
3. ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED WITH AN ANGLE ADJACENT TO THE CURVE, MEASURED TO THE CHORD AND SHOWN IN BRACKETS.
4. ALL ANGLES ARE 90° UNLESS NOTED.
5. LOTS 1 THROUGH 4 WILL HAVE NO DIRECT VEHICULAR ACCESS TO 270TH STREET.
6. LOT 1 AND LOTS 5 THROUGH 10 WILL HAVE NO DIRECT VEHICULAR ACCESS TO E. MEIGS STREET.
7. OUTLOT A IS A LAKE.
8. ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
9. ALL PROPOSED EASEMENTS WILL BE RECORDED VIA SEPARATE RECORDED INSTRUMENTS.
10. NEW EASEMENTS SHOWN HEREON MAY BE SUBJECT TO CHANGE. REFER TO THE FINAL EASEMENT RECORDED DOCUMENT FOR THE OFFICIAL LOCATION.

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

SW 1/4, NE 1/4 SEC. 6-15-10



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



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

APPROVAL OF VALLEY CITY PLANNING COMMISSION

APPROVAL OF THE PLANNING COMMISSION OF VALLEY, NEBRASKA
 THIS FINAL PLAT OF VALLEY LANDING, LOTS 1 THROUGH 16, INCLUSIVE, AND OUTLOT A, WAS APPROVED BY THE VALLEY PLANNING COMMISSION THIS

____ DAY OF _____, 20____

SECRETARY, VALLEY PLANNING COMMISSION

ACCEPTANCE BY VALLEY CITY ENGINEER

THIS FINAL PLAT OF VALLEY LANDING, LOTS 1 THROUGH 16, INCLUSIVE, AND OUTLOT A, WAS REVIEWED AND APPROVED BY THE VALLEY CITY ENGINEER ON THIS

____ DAY OF _____, 20____

VALLEY CITY ENGINEER

ACCEPTANCE BY VALLEY CITY COUNCIL

ACCEPTANCE BY VALLEY CITY COUNCIL OF
 THIS FINAL PLAT OF VALLEY LANDING, LOTS 1 THROUGH 16, INCLUSIVE, AND OUTLOT A, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF VALLEY, NEBRASKA ON THIS

____ DAY OF _____, 20____ IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

MAYOR (CITY OF VALLEY SEAL)

ATTEST CITY CLERK

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR NOR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, THIS

____ DAY OF _____, 20____

DOUGLAS COUNTY TREASURER

EXISTING 25.00' OPPD EASEMENT INST #2009031065

EXISTING 10.00' SANITARY SEWER EASEMENT INST #2009137372

FINAL PLAT
 VALLEY LANDING (LOTS 1 THROUGH 16, INCLUSIVE, AND OUTLOT A)
 VALLEY, DOUGLAS COUNTY, NEBRASKA

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

DESIGNER / DRAFTER
 BILL KNIGHT/RACHEL RENNECKER
 DATE
 4/3/2024
 PROJECT NUMBER
 0121079.02
 BOOK AND PAGE

SUBDIVISION AGREEMENT

VALLEY LANDING

THIS AGREEMENT made and entered this ____ day of July, 2024, by and between **OSC Valley Meigs 1, LLC, a Nebraska limited liability company, OSC Valley Meigs 2, LLC, a Nebraska limited liability company, and Omnicorp Valley, LLC, a Nebraska limited liability company, jointly and severally** (hereinafter collectively referred to as "Subdivider"), the **City of Valley, a City of the Second Class in the State of Nebraska** (hereinafter referred to as "City"), and the Valley Landing Commercial Owners Association, Inc., a Nebraska nonprofit corporation (hereinafter referred to as the "Association"). This Subdivision Agreement applies only to the real property described on Exhibit "A", attached hereto and incorporated herein by this reference, containing approximately 66.952 acres (the "Area to be Developed"). At such time as a Final Plat is approved subdividing the Area to be Developed into Lots 1-16 and Outlot A, this Agreement shall be amended to substitute the legal descriptions for the Lots for the legal description on Exhibit "A".

WITNESSETH

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

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

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

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

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

WHEREAS, the parties wish to agree upon the manner and the extent to which funds may be expended by the Community Development Agency of the City of Valley ("Agency") in connection with improvements to be constructed within the Area to be Developed or serving the Area to be Developed, all in accordance with the Redevelopment Contract; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

meanings:

- A. The "cost" or "entire cost" of improvements shall be deemed to include all construction costs, design and engineering fees, testing expenses, legal fees incurred by City, and miscellaneous costs.
- B. The "Redevelopment Contract" shall mean that Redevelopment Contract dated July 9, 2024, entered into between the Community Development Agency of the City of Valley, Nebraska, and OSC Valley Meigs 1, LLC, a Nebraska limited liability company, OSC Valley Meigs 2, LLC, a Nebraska limited liability company, and Omnicorp Valley, LLC, a Nebraska limited liability company, jointly and severally, which authorized the issuance of tax increment financing ("TIF") for the project in favor of the Subdivider.
- C. The "TIF Bond" shall mean the Tax Revenue Bond executed by the Agency in favor of the Subdivider pursuant to the terms of the Redevelopment Contract which evidences the TIF payments to the Subdivider.

SECTION I: PUBLIC INFRASTRUCTURE IMPROVEMENTS

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

by the City Engineer a copy of which is attached hereto as Exhibit "E".

4. **Water.** In accordance with the City's design standards, the construction of all water mains, valves, fire hydrants, and related appurtenances within the new dedicated right-of-way and easements, per the plat (Exhibit "B"), and the construction of all water mains, valves, fire hydrants, and related appurtenances within the existing off-site rights-of-way, and as shown on the Water Main Layout prepared by the City Engineer a copy of which is attached hereto as Exhibit "F".
5. **Sidewalks.** In accordance with the City's design standards, the construction of all sidewalks on rights-of-way per the plat (Exhibit "B") in accordance with the City's Sidewalk Layout attached hereto as Exhibit "G". Subdivider shall be required to construct a pedestrian route as shown on Exhibit "H" attached hereto.

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

1. **Natural Gas.** Subdivider shall arrange and contract for natural gas distribution mains to be installed within the new dedicated public rights-of-way as per the plat (Exhibit "B") and the plan prepared by Black Hills Energy, which plan shall be approved by the City Engineer and the Subdivider.
2. **Street Lighting.** Subdivider shall arrange and contract for street lighting for public streets to be installed within the new dedicated public rights-of-way as per the plat (Exhibit "B") and the plan prepared by the Omaha Public Power District, which plan shall be approved by the City Engineer and the Subdivider.
3. **Electricity.** Subdivider shall arrange and contract for underground electrical service distribution mains to be installed within the new dedicated public rights-of-way to serve each of the lots in the Area to be Developed, per the plat (Exhibit "B") and the plan prepared by the Omaha Public Power District, which plan shall be approved by the City Engineer and the Subdivider.
4. **Telephone/Cable/Internet.** Subdivider shall arrange and contract for underground telephone, cable, and internet distribution mains to be installed within the new dedicated public rights-of-way, as per the plat (Exhibit "B") and the plan prepared by the prevailing telephone, cable and internet provider within the City, which plan shall be approved by the City Engineer and the Subdivider.

5. **Landscaping and Fencing.** Subdivider shall arrange and contract for Landscaping and Fencing, if any, to be installed within the new dedicated public rights-of-way, as per the plat (Exhibit "B") prepared by Subdivider or Subdivider's consultant, the plans for which shall be approved by the City Engineer and the Subdivider.
- C. Subdivider agrees to grant any and all easements that are required in connection with the construction of the Public Improvements.
- D. The parties agree that the Subdivider shall be responsible for the entire cost of the Public Infrastructure Improvements set out in Section I(A)(1) through I(A)(5). Such entire cost shall be paid by the Subdivider pursuant to the provisions of **Section V** herein below and the Agreement for Irrevocable Letter of Credit referenced therein. TIF eligible costs may be eligible for reimbursement to the Subdivider from the Agency pursuant to the terms of the Redevelopment Contract.
- E. The parties agree that the Subdivider shall pay for the entire cost of design, contracting for, and installing of the Public Infrastructure Improvements set out in Section I(B)(1) through I(B)(6), including the payment of any connection fees or service charges. The parties agree that the Subdivider shall reimburse City for the entire cost of the City's review and approval of the plans for and the timeliness and installation of such public infrastructure improvements for the purposes of coordination with the location and construction of the Public Infrastructure Improvements and the Private Improvements. Such reimbursement shall be made by the Subdivider to the City pursuant to the provisions of Section V herein below and the Agreement for Irrevocable Letter of Credit referenced therein. TIF eligible costs may be eligible for reimbursement to the Subdivider from the Agency pursuant to the terms of the Redevelopment Contract.
- F. Upon completion of the Public Improvements, during the period of time of fifteen (15) years from the date of the TIF Bond or until the TIF Bond is paid in full, whichever first occurs (the "Initial Maintenance Period"), the Association and/or the Subdivider shall provide and pay for the maintenance, repair and/or reconstruction of the Public Infrastructure Improvements, except for the operation and maintenance of the water and sanitary sewer systems (including but not limited to the maintenance, operation and repair of any sanitary sewer lift station) and except for maintenance and repair which is the responsibility of a public utility other than the City of Valley within the Area to be Developed. The repair and maintenance of such Public Infrastructure Improvements by the Association and/or the Subdivider during the Initial Maintenance Period shall include, but shall not be limited to, payment of monthly electrical street light charges, the ordinary and necessary street maintenance and repair, including concrete panel replacement, street sweeping and standard snow removal. Should any of the aforementioned Public Infrastructure Improvements not be maintained or repaired in accordance with City standards and only after the

expiration of thirty (30) days from the date upon which Subdivider and/or Association receives written notice from the City detailing the required maintenance and/or repairs and Subdivider and/or Association's fails to complete said maintenance and/or repairs specified in the written notice, the City can maintain or repair said improvements accordingly and it shall be reimbursed for the reasonable and actual cost of any such maintenance or repairs by Subdivider and/or Association. Subdivider and Association shall be jointly and severally liable for the cost of any such maintenance and repairs.

The City shall be solely responsible for the operation, maintenance and repair of the water and sanitary sewer systems, including lift stations, during the Initial Maintenance Period, or at any time thereafter, and shall not seek contributions for any such expenses from Subdivider and/or Association.

During the Initial Maintenance Period, one hundred percent (100%) of the entire cost of monthly contract charges paid to the Omaha Public Power District for furnishing lighting of public streets shall be paid by the Subdivider or the Association.

The Subdivider and/or the Association shall be solely responsible for the maintenance and repair of any landscaping within the new dedicated public right-of-way and shall not seek contribution from City during the Initial Maintenance Period or at any time thereafter.

Payment of the TIF Bond at any time, or the expiration of the Initial Maintenance Period, whichever first occurs, shall terminate the obligation of the Association and/or the Subdivider to contribute towards the cost of such maintenance and repair of the Public Infrastructure Improvements.

SECTION II: PRIVATE IMPROVEMENTS

- A. The Subdivider shall contract for the timely and orderly installation of certain private improvements as described immediately herein below (the "Private Improvements"). The City Engineer shall approve the timeliness and installation of the Private Improvements for the purposes of coordination with the location and construction of Public Infrastructure Improvements. The Private Improvements shall be timely and orderly completed as follows:
1. **Dredging.** Subdivider shall complete all required dredging in order to create the 14.925 acre lake depicted on the Final Plat.
 2. **Grading.** Subdivider shall complete all required grading as shown on the Private Grading Plan.
 - a. A floodplain development permit shall be submitted to the City of Valley for approval prior to any grading in the area to be developed.

- b. A stormwater pollution prevention plan (SWPPP) shall be submitted to the City of Valley and the Nebraska Department of Environment and Energy (NDEE) for permitting in accordance the National Pollutant Discharge Elimination System (NDPES) Permit for Strom Water Discharges from Construction Sites General NPDES Permit Number NER210000. A copy of the SWPPP shall be submitted to the City for approval prior to any grading in the area to be developed. A City grading permit is required prior to any grading operations.
- B. The parties agree that the Subdivider shall pay for the entire cost of installing and contracting for the Private Improvements as set out in Section II(A)(1) - Section II(A)(2) of this Agreement. TIF eligible costs may be eligible for reimbursement to the Subdivider from the Agency pursuant to the terms of the Redevelopment Contract.
- C. The parties agree that the Subdivider shall reimburse City for the entire cost of the City's review and approval of the plans for and the timeliness and installation of such private infrastructure improvements for the purposes of coordination with the location and construction of the Public Infrastructure Improvements and the Private Improvements. Such reimbursement shall be made by the Subdivider to the City pursuant to the provisions of Section V herein below and the Agreement for Irrevocable Letter of Credit referenced therein.
- D. Upon completion of the Private Improvements, the Subdivider and/or the Association shall provide and pay for the maintenance, repair and/or reconstruction of any private improvements, including but not limited to paving, sidewalks, and landscaping, constructed within dedicated easements, in perpetuity. Should the aforementioned the private improvements not be maintained or repaired in accordance with City standards, and only after the expiration of thirty (30) days from the date upon which Subdivider and/or Association receives written notice from the City detailing the required maintenance and/or repairs and Subdivider and/or Association's fails to complete said maintenance and/or repairs specified in the written notice, the City can maintain or repair said the private improvements accordingly and it shall be reimbursed for the cost of any such maintenance or repairs by Association.

SECTION III: THE LAKE

- A. The Subdivider shall convey the Lake, to be a 14.925 acre recreational lake, which will be known as Outlot "A", to the Association.
- B. The Association shall maintain the Lake and establish the appropriate rules for the use of the lake by the property owners and residents of Valley Landing Subdivision, and their representatives, guests and invitees.

- C. Subdivider represents and warrants to City that the rules, when adopted, shall provide that there will be no docks allowed on the lake and that it will be a “no-wake” lake with a limitation as to the size and type of any watercraft, including a limitation on motor size consistent with the “no-wake” rule.

**SECTION IV: CONTRACTS FOR PUBLIC INFRASTRUCTURE
IMPROVEMENTS AND PUBLIC IMPROVEMENTS**

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

SECTION V: PAYMENTS

- A. Subdivider covenants and agrees that Subdivider shall pay City the following amounts:
 - 1. Subdivider will reimburse the City in an amount equal to all actual costs incurred by the City in connection with the initial design of Valley Landing, to include planning, plat review fees, engineering fees, legal and other miscellaneous expenses incurred by the City, including but not limited to those expenses incurred in conjunction with the City’s review of the Preliminary Plat, Final Plat and the preparation of all agreements, including this Subdivision Agreement (the “Initial Review Reimbursements”). City shall provide Subdivider with an itemized breakdown of such Initial Review Reimbursements, and, if requested, copies of invoices for all fees and costs. The Initial Review Reimbursements shall be paid to City prior to the City’s approval of the Final Plat for the Valley Landing and shall be subject to the terms and conditions of the Predevelopment Cost Agreement attached hereto as Exhibit “I” and incorporated herein by this reference.

2. The entire cost of the Public Infrastructure Improvements set out in Section I(A)(1) through I(A)(5), including all construction costs, design and engineering fees, testing and inspection fees, expenses, financing costs, legal fees and all other miscellaneous costs shall be the responsibility of the Subdivider. To secure and assure the aforementioned obligations Subdivider shall execute the Agreement for Irrevocable Letter of Credit attached hereto as Exhibit "J" and incorporated by this reference and shall complete the deposit of funds pursuant to the terms of such Agreement prior to approval and filing of the Final Plat. All payments to the contractors constructing the Public Infrastructure Improvements set out in Section I(A)(1) through I(A)(5), and any required reimbursements to the City as described herein, shall be made pursuant to the terms of the Agreement for Irrevocable Letter of Credit.
3. In addition to the payments described in Section V(A)(1) and Section V(A)(2) hereinabove, Subdivider will reimburse the City in an amount equal to all other actual costs incurred by the City in connection with the review and processing of all other matters related to Valley Landing, including but not limited to planning, plat review fees, engineering and inspection fees, legal and other miscellaneous expenses incurred by the City related to the Public Infrastructure Improvements and the Private Improvements. City shall provide Subdivider with an itemized breakdown of such actual costs, and, if requested, copies of invoices for all fees and costs. To secure and assure the aforementioned obligations Subdivider shall execute the Agreement for Irrevocable Letter of Credit attached hereto as Exhibit "J", and incorporated by this reference and shall obtain the Irrevocable Letter of Credit pursuant to the terms of such Agreement prior to approval and filing of the Final Plat. All payments to be made pursuant to this Section V(A)(3) shall be made pursuant to the terms of the Agreement for Irrevocable Letter of Credit.

SECTION VI: CAPITAL FACILITIES FEES – SEWER AND WATER

- A. A Capital Facilities Fee (Sewer) shall be paid to the City as follows:
 1. There are to be 2 residential multi-family lots in Valley Landing (23.061 acres), 14 commercial lots (21.597 acres) in Valley Landing, and 1 Outlot (14.925 acres) in Valley Landing, with a Capital Facilities Fee (Sewer) of \$3,900.00 per each residential multi-family lot acre, a Capital Facilities Fee (Sewer) of \$3,600.00 per each commercial lot acre, and a Capital Facilities Fee (Sewer) of \$3,000.00 per each outlot acre to be paid as follows:
 - a. The Subdivider shall pay the first one-half of the Capital Facilities Fee (Sewer) for each residential multi-family lot and commercial lot, and all (100%) of the

Capital Facilities Fee (Sewer) for the outlot, in the amount of \$128,618.55, to the City prior to the City signing the Final Plat for the Valley Landing.

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

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

1. There are to be 2 residential multi-family lot in Valley Landing (23.061 acres), 14 commercial lots (21.597 acres) in Valley Landing, and 1 Outlot (14.925 acres) in Valley Landing, with a Capital Facilities Fee (Water) of \$3,300.00 per each residential multi-family lot acre, a Capital Facilities Fee (Water) of \$3,000.00 per each commercial lot acre, and a Capital Facilities Fee (Water) of \$3,000.00 per each outlot acre to be paid as follows:
 - a. The Subdivider shall pay the first one-half of the Capital Facilities Fee (Water) for each residential multi-family lot and commercial lot, and all (100%) of the Capital Facilities Fee (Water) for the outlot, in the amount of \$115,221.15 to the City prior to the City signing the Final Plat of the Valley Landing.
 - b. With respect to each individual residential multi-family lot and commercial lot, the remaining one-half of the Capital Facilities Fee (Water) shall be paid to the City at the time an application for a building permit is made for construction upon said lot.

SECTION VII: CITY'S TAKEOVER RIGHTS

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

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

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

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

SECTION VIII: CITY REGULATIONS

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

SECTION IX: NON-DISCRIMINATION

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

SECTION X: CONDITIONS FOR FINAL PLAT APPROVAL AND SIGNING

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

1. Execution of the Subdivision Agreement.
2. Execution of the Predevelopment Cost Agreement and payment of all amounts to be paid to the City pursuant to the terms of the Pre-Development Agreement.
3. Execution of the Agreement for Irrevocable Letter of Credit.
4. Execution of the Redevelopment Contract.
5. Subdivider having secured an irrevocable letter of credit from a financial institution acceptable to the City in the appropriate amount pursuant to the terms of the Agreement for Irrevocable Letter of Credit.
6. City having satisfied itself, in its sole and absolute discretion, that the Subdivider has obtained all necessary Corps of Engineering Approvals and Permits, if any, necessary to complete the development of Valley Landing, including but not limited to obtaining all required Section 404 Permits and any other required wetlands permits.
7. City having satisfied itself, in its sole and absolute discretion, that Valley Landing as designed is, or will be, in compliance with all of City's existing Zoning and Subdivision Regulations.
8. Conveyance of the lake to the Association pursuant to the terms of Section IV of this Agreement.

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

SECTION XI: SUBDIVIDER INDEMNITY

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

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

SECTION XII: SUBDIVIDER WARRANTY

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

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

SECTION XIII: MISCELLANEOUS

- A. No separate administrative entity or joint venture among the parties is deemed created by virtue of the Subdivision Agreement.
- B. The administration of this Subdivision Agreement shall be through the offices of the undersigned officers for their respective entities.
- C. Subdivider shall provide to City a Corporate Resolution of each of OSC Meigs 1, LLC, a Nebraska limited liability company, OSC Meigs 2, LLC, a Nebraska limited liability company, and Omnicorp Valley, LLC, a Nebraska limited liability company authorizing and directing a representative of the Company to enter into this Agreement on behalf of the Company.
- D. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of City, which may be withheld in City's sole discretion.
- E. This Subdivision Agreement shall be binding upon the parties, their respective successors and assigns and shall run with the land shown on Exhibit "A".
- F. This Subdivision Agreement shall pertain only to Valley Landing. A new Subdivision Agreement shall be entered into for any and all subsequent phases.

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

Attest:

CITY OF VALLEY, NEBRASKA

Date

Date

EXHIBIT "A"

LEGAL DESCRIPTION OF AREA TO BE DEVELOPED

Prior to Platting:

That part of Government Lots One (1) & Two (2) and the South Half of the Northeast Quarter (S1/2 NE1/4) of Section 6, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of the Northeast Quarter (NE1/4) of said Section 6; thence South 89°57'17" East (bearings referenced to the Douglas County Low Distortion Coordinate System) for 1322.62 feet along the North line of the NE1/4 of said Section 6; thence South 00°05'48" East for 61.84 feet; thence North 89°41'45" East for 506.20 feet to the West right of way of N. 264th Street; thence South 22°24'34" East for 260.02 feet; thence South 35°10'41" East for 260.24 feet; thence South 45°23'58" East for 358.07 feet; thence on a curve to the Right (having a radius of 944.88 feet and a long chord bearing South 20°54'58" East for 706.56 feet) for an arc length of 724.15 feet; thence South 01°02'22" West for 251.41 feet; thence South 88°57'38" East for 39.86 feet to the East line of the NE1/4 of said Section 6; thence South 01°00'14" West for 933.29 feet along the East line of the NE1/4 of said Section 6 to the Southeast corner thereof; thence South 89°38'11" West for 1554.64 feet along the South line of the NE1/4 of said Section 6; thence North 01°03'27" East for 1279.63 feet; thence South 89°50'42" West for 1065.90 feet; thence North 01°01'59" East for 1310.31 feet; thence South 90°00'00" West for 35.41 feet; thence South 01°05'58" West for 1310.43 feet; thence South 89°45'52" West for 33.10 feet to the West line of the NE1/4 of said Section 6; thence North 01°06'12" East for 1343.63 feet along the West line of the NE1/4 of said Section 6 to the Point of Beginning, subject to road right of ways.

EXCLUDING:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

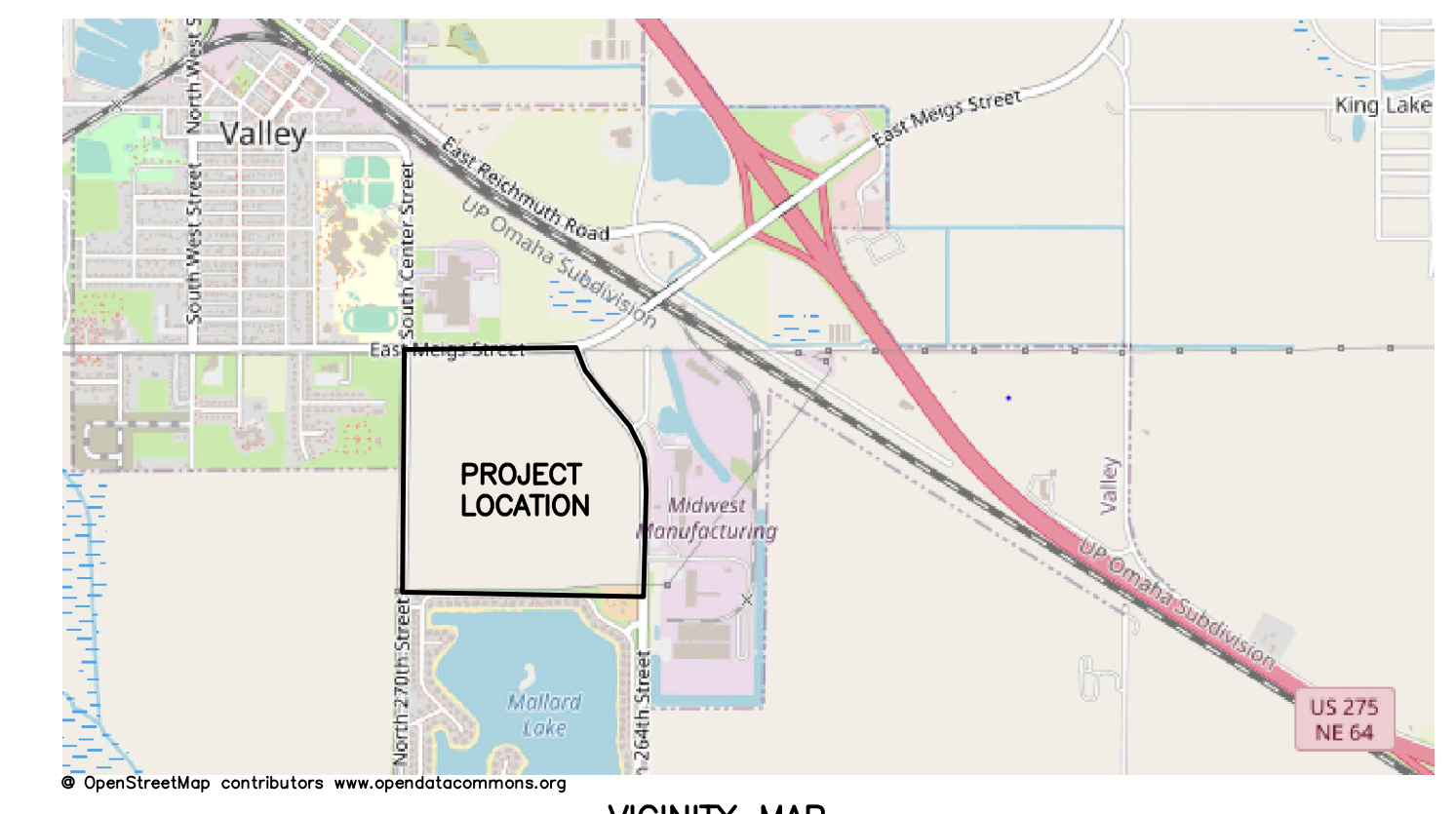
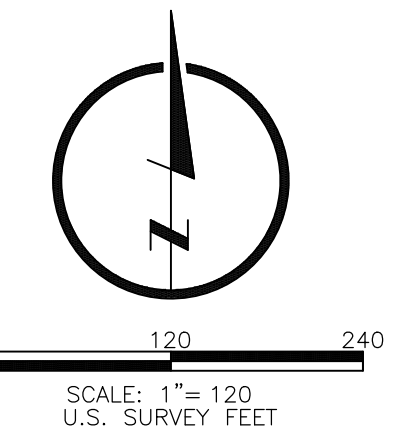
BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 89°38' 11" WEST (ASSUMED BEARINGS) FOR 1554.64 FEET ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE NORTH 01°03'27" EAST FOR 1279.63 FEET; THENCE NORTH 89°50'51" EAST FOR 1509.52 FEET TO THE WEST RIGHT OF WAY LINE OF N 264TH STREET; THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 944.88 FEET AND A LONG CHORD BEARING SOUTH 01°38'26" EAST FOR 88.36 FEET) FOR AN ARC LENGTH OF 88.39 FEET ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 01°02'22" WEST FOR 251.41 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 88°57'38" EAST FOR 39.86 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 01°00'14" WEST FOR 933.29 FEET TO THE POINT OF BEGINNING. CONTAINS 45.222 ACRES.

After Platting:

Lots 1-16, inclusive, and Outlot A & B, Valley Landing, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska.

VALLEY LANDING

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



LAMP RYNEARSON
 LAMP RYNEARSON.COM
 OMAHA, NEBRASKA
 14710 W. DODGE RD., STE. 100 (604)968-2498
 FORT COLLINS, COLORADO
 4715 INNOVATION DR., STE. 100 (970)226-0342
 KANSAS CITY, MISSOURI
 9001 STATE LINE RD., STE. 200 (816)361-0440

LEGEND

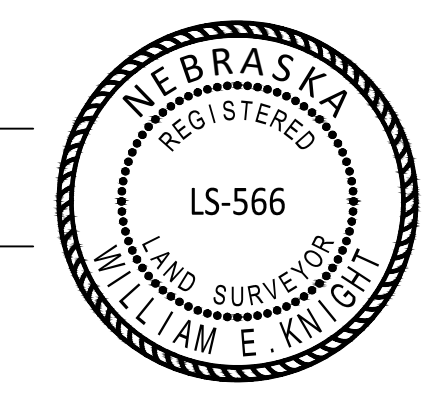
- PROPERTY LINE
- LOT LINE
- SECTION LINE
- EASEMENT
- STREET DEDICATION
- MONUMENT FOUND (5/8" REBAR W/ 1 1/4" YPC STAMPED LS 566) UNLESS OTHERWISE INDICATED
- SECTION CORNER
- YPC
- YELLOW PLASTIC CAP

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

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAND SURVEYOR'S REGULATION ACT THAT THIS PLAT, MAP, SURVEY OR REPORT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT IT WAS PERFORMED IN ACCORDANCE WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME OF THE SURVEY AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE AND CORRECT AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE BOUNDARY ON THE PLAT AND THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS VALLEY LANDING, LOTS 1 THROUGH 16, INCLUSIVE, AND OUTLOT A, BEING A PLATTING OF PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6;
 THENCE SOUTH 00°05'48" EAST FOR 61.84 FEET;
 THENCE NORTH 89°41'45" EAST FOR 506.20 FEET TO THE WEST RIGHT OF WAY OF NORTH 264TH STREET;
 THENCE SOUTH 22°24'34" EAST FOR 260.02 FEET;
 THENCE SOUTH 35°10'41" EAST FOR 260.24 FEET;
 THENCE SOUTH 45°23'58" EAST FOR 358.07 FEET;
 THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 944.88 FEET AND A LONG CHORD BEARING SOUTH 23°35'46" EAST FOR 623.83 FEET) FOR AN ARC LENGTH OF 635.76 FEET;
 THENCE SOUTH 89°50'51" WEST FOR 2538.49 FEET;
 THENCE NORTH 01°01'58" EAST FOR 1310.31 FEET;
 THENCE NORTH 90°00'00" WEST FOR 35.41 FEET;
 THENCE SOUTH 01°05'58" WEST FOR 1310.48 FEET;
 THENCE SOUTH 89°50'42" WEST FOR 33.10 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6;
 THENCE NORTH 01°06'12" EAST FOR 1343.63 FEET ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6 TO THE POINT OF BEGINNING, SUBJECT TO ROAD RIGHT OF WAYS.



WILLIAM E. KNIGHT, LS566

DATE

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, OSC VALLEY MEIGS 1, LLC, OWNERS AND CORE BANK, MORTGAGEES, OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SURVIVED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN HEREON, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS VALLEY LANDING, LOTS 1 THROUGH 16, INCLUSIVE, AND OUTLOT A, DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT; AND WE DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AS SHOWN HEREON AND DO HEREBY GRANT THE EASEMENTS AS SHOWN HEREON. WE DO HEREBY GRANT TO THE GRANTEE, THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS, SHOWN HEREON FOR THE STATED PURPOSE, FOR INGRESS AND EGRESS IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES, PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANTEE, AND TO THE GRANTEE'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONSTRUED TO PASS, TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE OF THE EASEMENT AREAS. ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM.

GRANTS OF EASEMENTS

FOR POWER AND COMMUNICATIONS
 PERPETUAL EASEMENTS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION TRANSMITTING COMMUNICATION SIGNALS AUTHORIZED TO USE THE CITY STREETS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AND AN EIGHT-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, AND A 16-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM "EXTERIOR LOTS" IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION, SAID 16-FOOT-WIDE EASEMENT WILL BE REDUCED TO AN EIGHT-FOOT-WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED, NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

FOR WATER AND GAS

PERPETUAL EASEMENTS SHALL BE GRANTED TO BLACK HILLS ENERGY, AND ANY NATURAL GAS PROVIDER, AND THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL STREET FRONTAGES OF ALL LOTS, NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

OSC VALLEY MEIGS 1, LLC, OWNER

(PRINTED NAME) _____ SIGNATURE _____

(PRINTED TITLE) _____
 CORE BANK, MORTGAGEE

(PRINTED NAME) _____ SIGNATURE _____

(PRINTED TITLE) _____

ACKNOWLEDGEMENT OF NOTARIES

STATE OF NEBRASKA } SS

COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY _____ OF _____ (PRINTED NAME) (PRINTED TITLE)

SIGNATURE OF NOTARY PUBLIC _____

STATE OF NEBRASKA } SS

COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY _____ OF _____ (PRINTED NAME) (PRINTED TITLE)

CORE BANK, ON BEHALF OF SAID BANK.

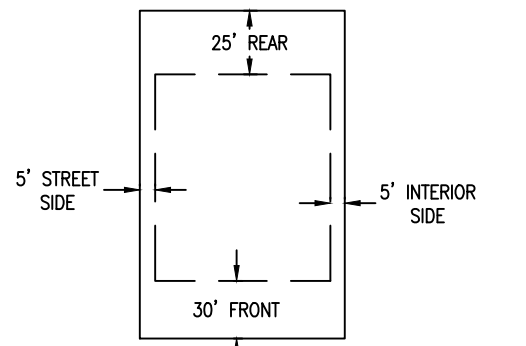
SIGNATURE OF NOTARY PUBLIC _____

NOTES

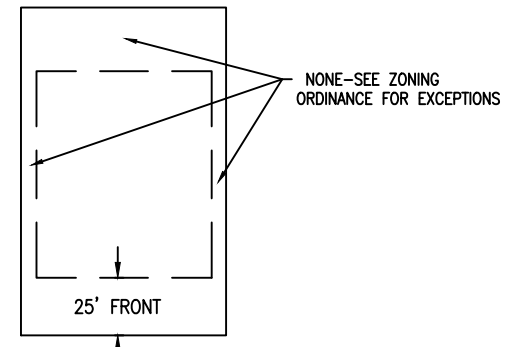
- ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
- ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
- ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED WITH AN ANGLE ADJACENT TO THE CURVE, MEASURED TO THE CHORD AND SHOWN IN BRACKETS.
- ALL ANGLES ARE 90° UNLESS NOTED.
- LOTS 1 THROUGH 4 WILL HAVE NO DIRECT VEHICULAR ACCESS TO 270TH STREET.
- LOT 1 AND LOTS 5 THROUGH 10 WILL HAVE NO DIRECT VEHICULAR ACCESS TO E. MEIGS STREET.
- OUTLOT A IS A LAKE.
- ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
- ALL PROPOSED EASEMENTS WILL BE RECORDED VIA SEPARATE RECORDED INSTRUMENTS.
- NEW EASEMENTS SHOWN HEREON MAY BE SUBJECT TO CHANGE. REFER TO THE FINAL EASEMENT RECORDED DOCUMENT FOR THE OFFICIAL LOCATION.

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

SW 1/4, NE 1/4 SEC. 6-15-10



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



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

APPROVAL OF VALLEY CITY PLANNING COMMISSION

APPROVAL OF THE PLANNING COMMISSION OF VALLEY, NEBRASKA
 THIS FINAL PLAT OF VALLEY LANDING, LOTS 1 THROUGH 16, INCLUSIVE, AND OUTLOT A, WAS APPROVED BY THE VALLEY PLANNING COMMISSION THIS _____ DAY OF _____, 20____

SECRETARY, VALLEY PLANNING COMMISSION

ACCEPTANCE BY VALLEY CITY ENGINEER

THIS FINAL PLAT OF VALLEY LANDING, LOTS 1 THROUGH 16, INCLUSIVE, AND OUTLOT A, WAS REVIEWED AND APPROVED BY THE VALLEY CITY ENGINEER ON THIS _____ DAY OF _____, 20____

VALLEY CITY ENGINEER

ACCEPTANCE BY VALLEY CITY COUNCIL

ACCEPTANCE BY VALLEY CITY COUNCIL OF
 THIS FINAL PLAT OF VALLEY LANDING, LOTS 1 THROUGH 16, INCLUSIVE, AND OUTLOT A, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF VALLEY, NEBRASKA ON THIS _____ DAY OF _____, 20____ IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

MAYOR _____ (CITY OF VALLEY SEAL)

ATTEST
 CITY CLERK

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR NOR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, THIS _____ DAY OF _____, 20____

DOUGLAS COUNTY TREASURER

EXISTING 25.00' OPPD EASEMENT INST #2009031065

EXISTING 10.00' SANITARY SEWER EASEMENT INST #2009137372

FINAL PLAT

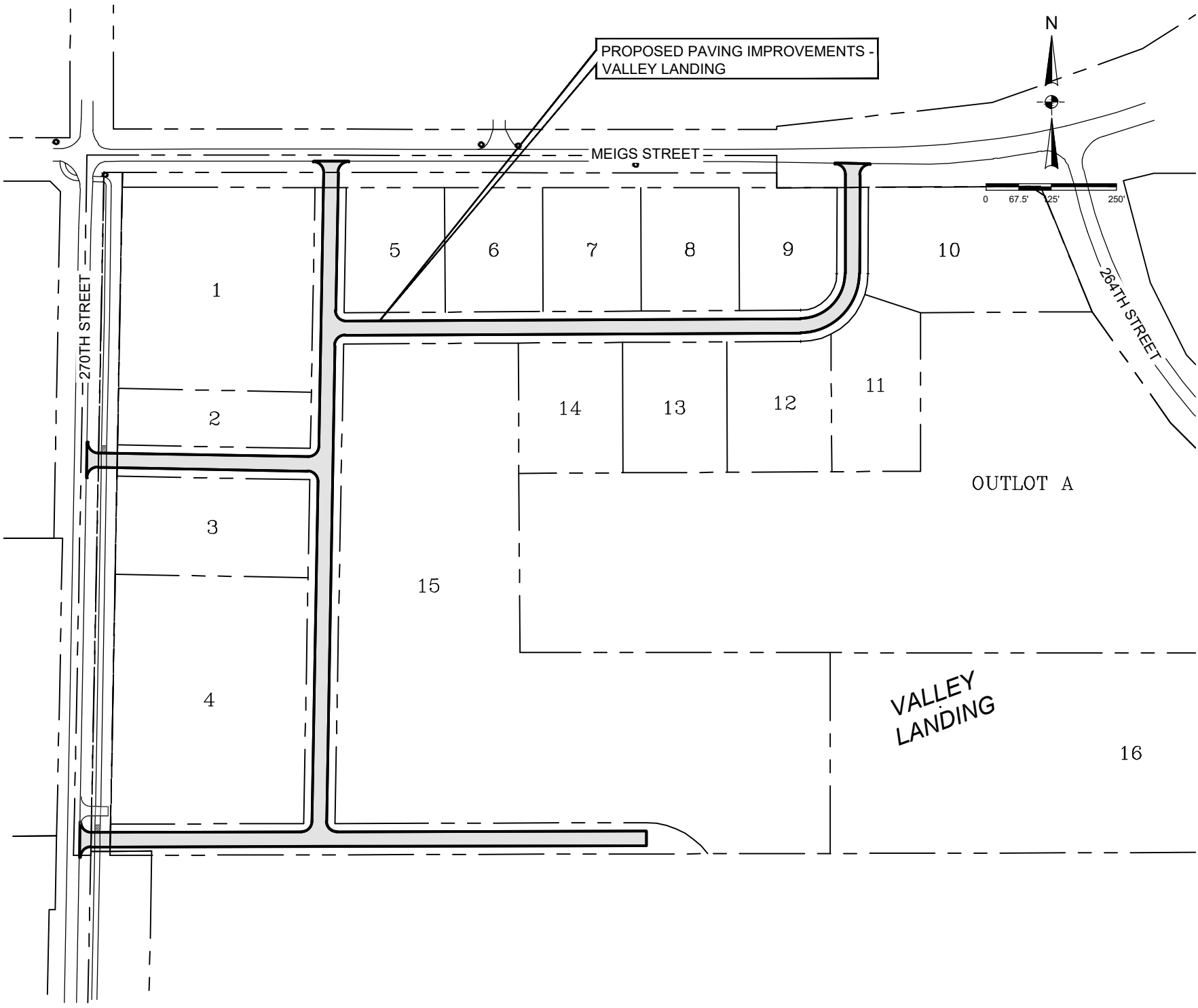
VALLEY LANDING (LOTS 1 THROUGH 16, INCLUSIVE, AND OUTLOT A) VALLEY, DOUGLAS COUNTY, NEBRASKA

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

DESIGNER / DRAFTER
 BILL KNIGHT/RACHEL RENNECKER
 DATE
 4/3/2024
 PROJECT NUMBER
 0121079.02
 BOOK AND PAGE

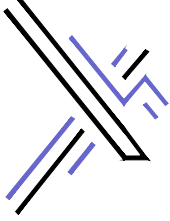
SHEET
 1 OF 1

REG-2-Project\1614\24-44\Ag-Etch\Sub-Agreement\dwg\Plan-150204-44P1.dwg



EAGLE ENGINEERING GROUP

12100 West Center Road, Suite 803
Omaha, Nebraska 68144

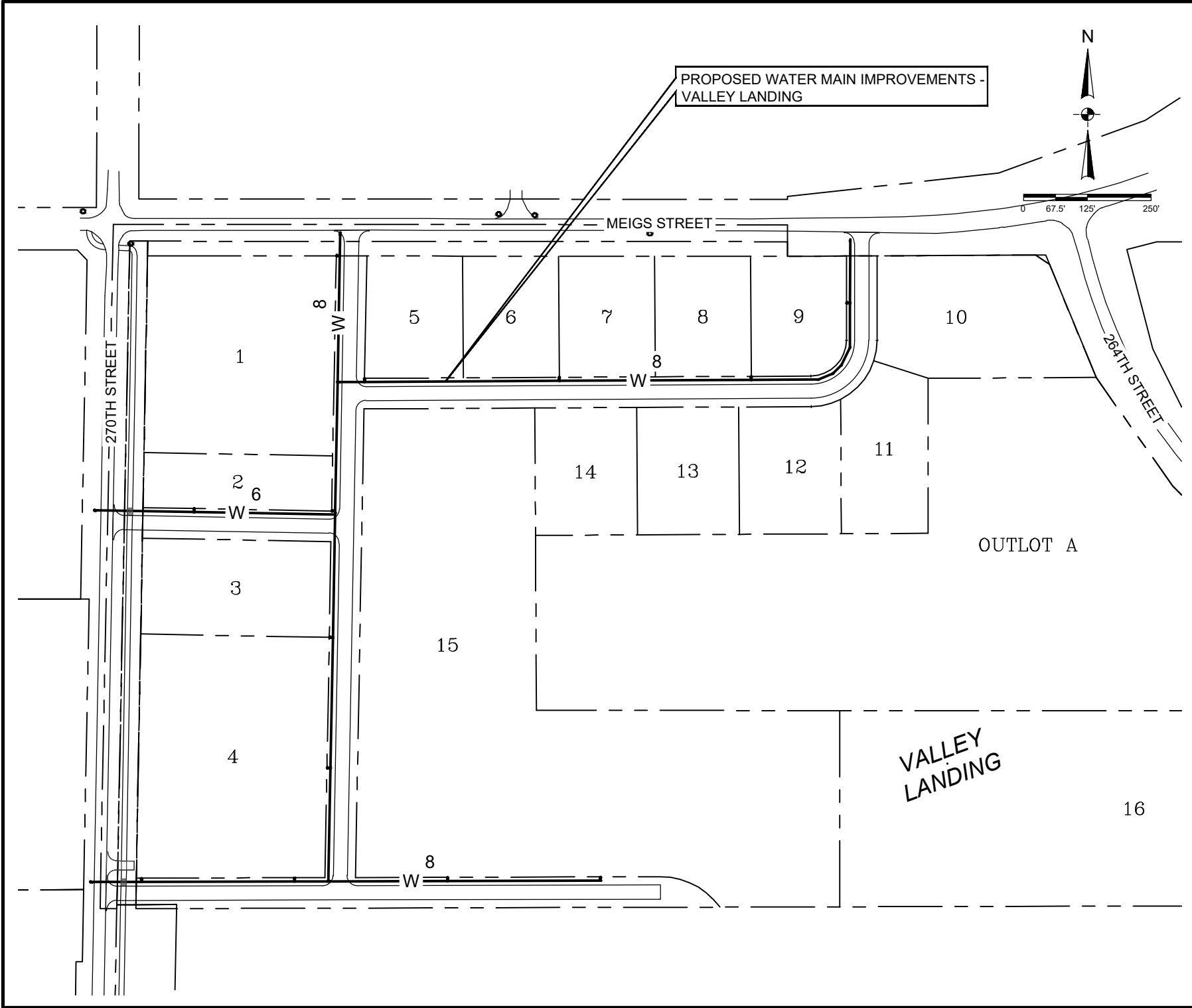


Valley Landing Sanitary Sewer, Water Main
And Storm Sewer Improvements
Valley, Nebraska

Subdivision Agreement
Paving Layout

DATE	June 2024
PROJECT	24-44
DESIGN	C

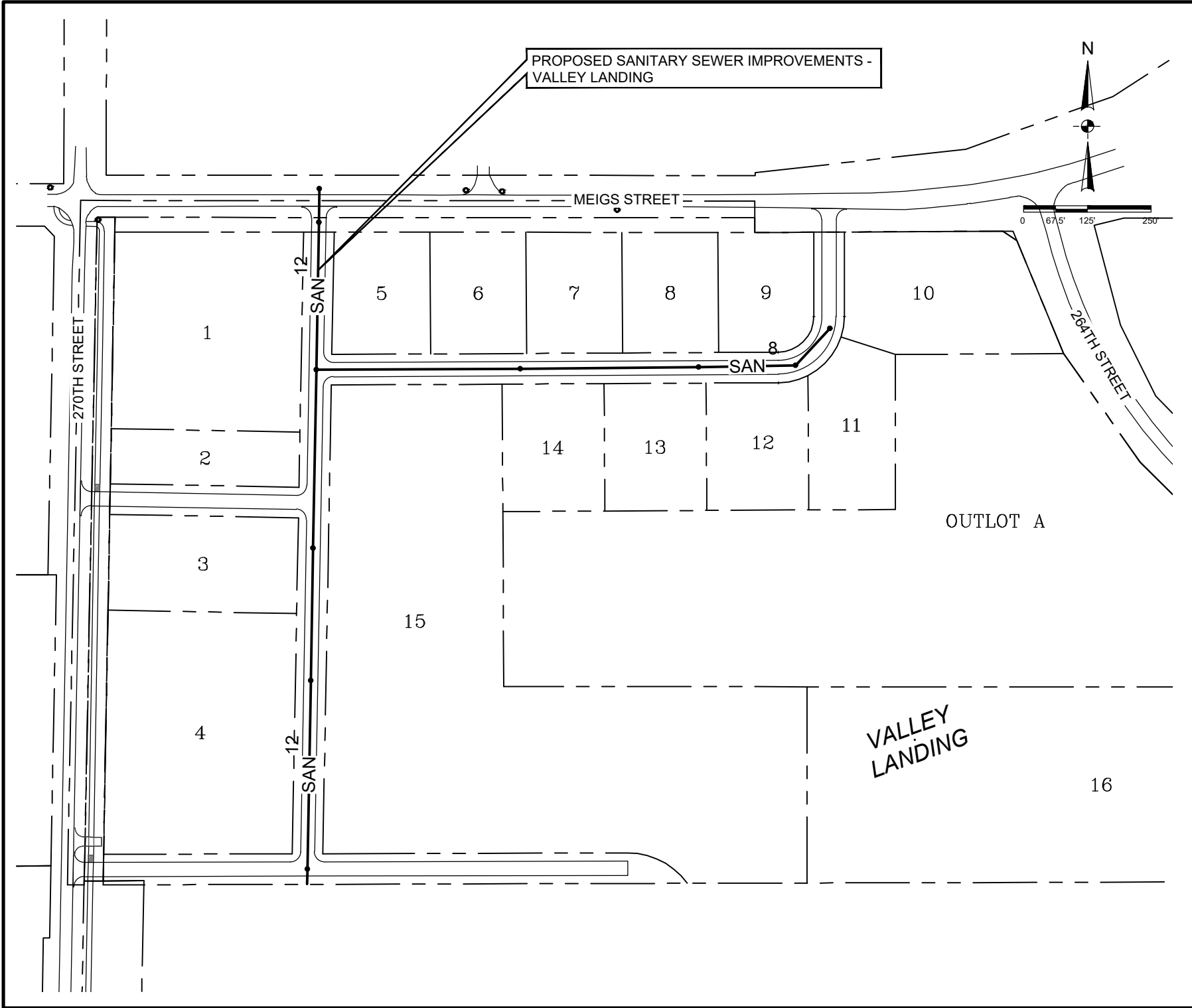
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12100 West Center Road, Suite 803
Omaha, Nebraska 68144

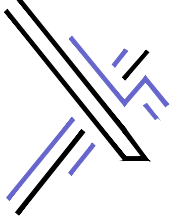
Valley Landing Sanitary Sewer, Water Main
And Storm Sewer Improvements
Valley, Nebraska
Subdivision Agreement
Water Layout

June 2024
24-44
D



EAGLE ENGINEERING GROUP

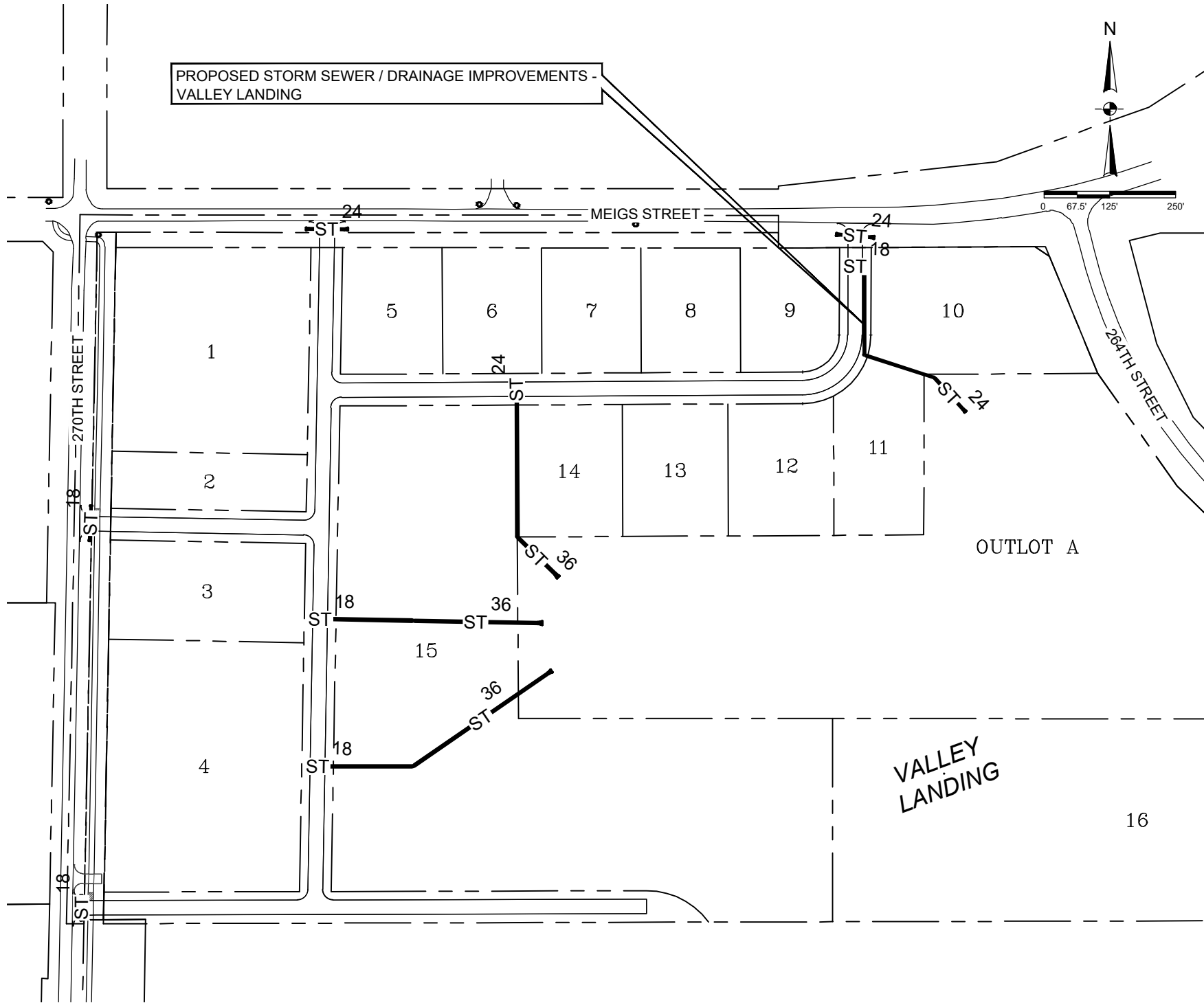
12100 West Center Road, Suite 803
Omaha, Nebraska 68144



Valley Landing Sanitary Sewer, Water Main
And Storm Sewer Improvements
Valley, Nebraska
Subdivision Agreement
Sanitary Layout

DATE: June 2024
PROJECT: 24-44
SHEET NO: E

REG:\Projects\18444\Agg\Subdivision\Agreement.dwg (Plot Date: 1/25/24 4:07PM)



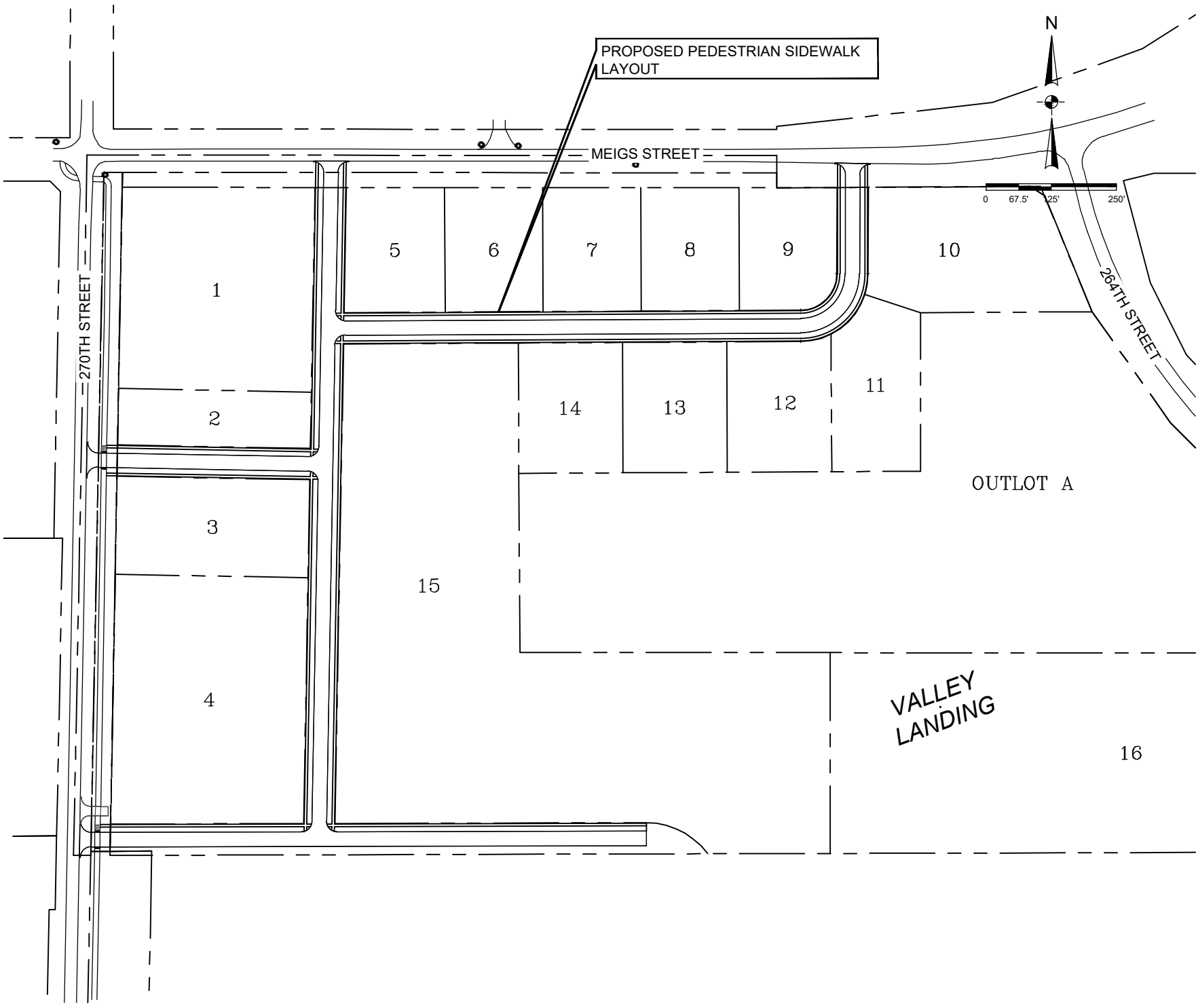
EAGLE ENGINEERING GROUP

12100 West Center Road, Suite 803
Omaha, Nebraska 68144



Valley Landing Sanitary Sewer, Water Main
And Storm Sewer Improvements
Valley, Nebraska
Subdivision Agreement
Storm Sewer Layout

DATE: June 2024
PROJECT: 24-44
SHEET: F



EAGLE ENGINEERING GROUP

12100 West Center Road, Suite 803
Omaha, Nebraska 68144



Valley Landing Sanitary Sewer, Water Main
And Storm Sewer Improvements
Valley, Nebraska

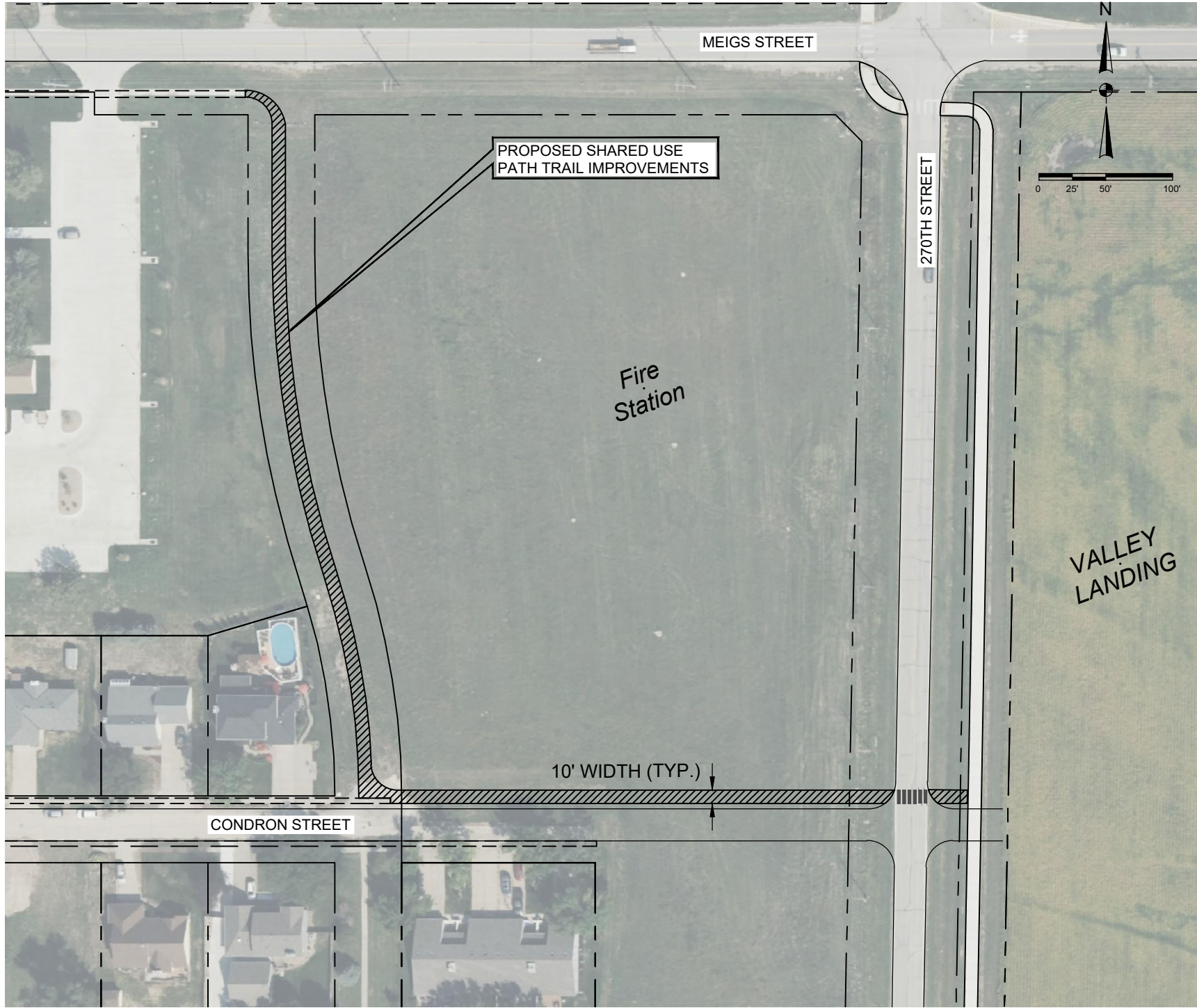
Subdivision Agreement
Sidewalk Layout

DATE
June 2024

PROJECT
24-44

PLAN
G

REG: P:\projects\145210\145210.dwg (R:\D:\145210.dwg) 10/20/24 14:50:04



DATE	June 2024
	REPORT
PROJECT	Valley Landing Shared Use Path Improvements Valley, Nebraska
	PHASE
SHEET NO.	24-44
	DESCRIPTION
Subdivision Agreement Pedestrian Route	
H	

EXHIBIT “I”

**VALLEY LANDING
PREDEVELOPMENT COST AGREEMENT**

THIS AGREEMENT is made and entered this _____ day of _____, 2024, by and between **OSC VALLEY MEIGS 1, LLC, a Nebraska limited liability company, OSC VALLEY MEIGS 2, LLC, a Nebraska limited liability company, and Omnicorp Valley, LLC, a Nebraska limited liability company** (hereinafter collectively referred to as "Subdivider") and the **City of Valley**, a City of the Second Class in the State of Nebraska (hereinafter referred to as the "City")

WHEREAS, Subdivider is the owner of certain real property located within the city limits of the City of Valley containing approximately 66.948 acres and legally described on Exhibit "A", attached hereto and incorporated herein by this reference (the "Area to be Developed") and intends to develop a commercial and residential subdivision to be known as VALLEY LANDING and as generally shown on Exhibit "B" and incorporated herein by this reference; and

WHEREAS, before any Final Plat for VALLEY LANDING can be approved by the Valley City Council, a Subdivision Agreement must have been entered into by and between Subdivider and City; and

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

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

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

NOW THEREFORE, IT IS AGREED by and between Subdivider and the City as follows:

1. That contemporaneously with the execution of this Agreement and prior to the City's execution of the Subdivision Agreement, the City's approval of the Final Plat, and the construction of the Public Infrastructure Improvements, Subdivider shall deposit the sum of One Hundred Fifty One Thousand Seven Hundred Forty and 00/100 Dollars (\$151,740.00) (the "Deposit") with the City to be held in escrow as security to guarantee Subdivider's faithful performance of certain obligations under the Subdivision Agreement, including but not limited to the payment of the Initial Review Reimbursements.
2. That the Deposit shall be allocated to specific items as shown on Exhibit "C" attached hereto and incorporated herein by this reference.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed
this ___ day of _____, 2024.

Attest:

CITY OF VALLEY, NEBRASKA

Christe Donnermeyer
Name: Christe Donnermeyer
Date: 05-15, 2024

Cindy Groe
Name: Cindy Groe
Title: Mayor
Date: 5-15, 2024

Attest:

OSC Valley Meigs 1, LLC
a Nebraska limited liability company

Name:
Date:

Name: _____
Title: Manager
Date: _____, 2024

Attest:

OSC Valley Meigs 2, LLC
a Nebraska limited liability company

Name:
Date:

Name: _____
Title: Manager
Date: _____, 2024

Attest:

Omnicorp Valley, LLC
a Nebraska limited liability company

Name:
Date:

Name: _____
Title: Manager
Date: _____, 2024

EXHIBIT "A"

LEGAL DESCRIPTION OF AREA TO BE DEVELOPED

Prior to Platting:

That part of Government Lots One (1) & Two (2) and the South Half of the Northeast Quarter (S1/2 NE1/4) of Section 6, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of the Northeast Quarter (NE1/4) of said Section 6; thence South 89°57'17" East (bearings referenced to the Douglas County Low Distortion Coordinate System) for 1322.62 feet along the North line of the NE1/4 of said Section 6; thence South 00°05'48" East for 61.84 feet; thence North 89°41'45" East for 506.20 feet to the West right of way of N. 264th Street; thence South 22°24'34" East for 260.02 feet; thence South 35°10'41" East for 260.24 feet; thence South 45°23'58" East for 358.07 feet; thence on a curve to the Right (having a radius of 944.88 feet and a long chord bearing South 20°54'58" East for 706.56 feet) for an arc length of 724.15 feet; thence South 01°02'22" West for 251.41 feet; thence South 88°57'38" East for 39.86 feet to the East line of the NE1/4 of said Section 6; thence South 01°00'14" West for 933.29 feet along the East line of the NE1/4 of said Section 6 to the Southeast corner thereof; thence South 89°38'11" West for 1554.64 feet along the South line of the NE1/4 of said Section 6; thence North 01°03'27" East for 1279.63 feet; thence South 89°50'42" West for 1065.90 feet; thence North 01°01'59" East for 1310.31 feet; thence South 90°00'00" West for 35.41 feet; thence South 01°05'58" West for 1310.43 feet; thence South 89°45'52" West for 33.10 feet to the West line of the NE1/4 of said Section 6; thence North 01°06'12" East for 1343.63 feet along the West line of the NE1/4 of said Section 6 to the Point of Beginning, subject to road right of ways.

EXCLUDING:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

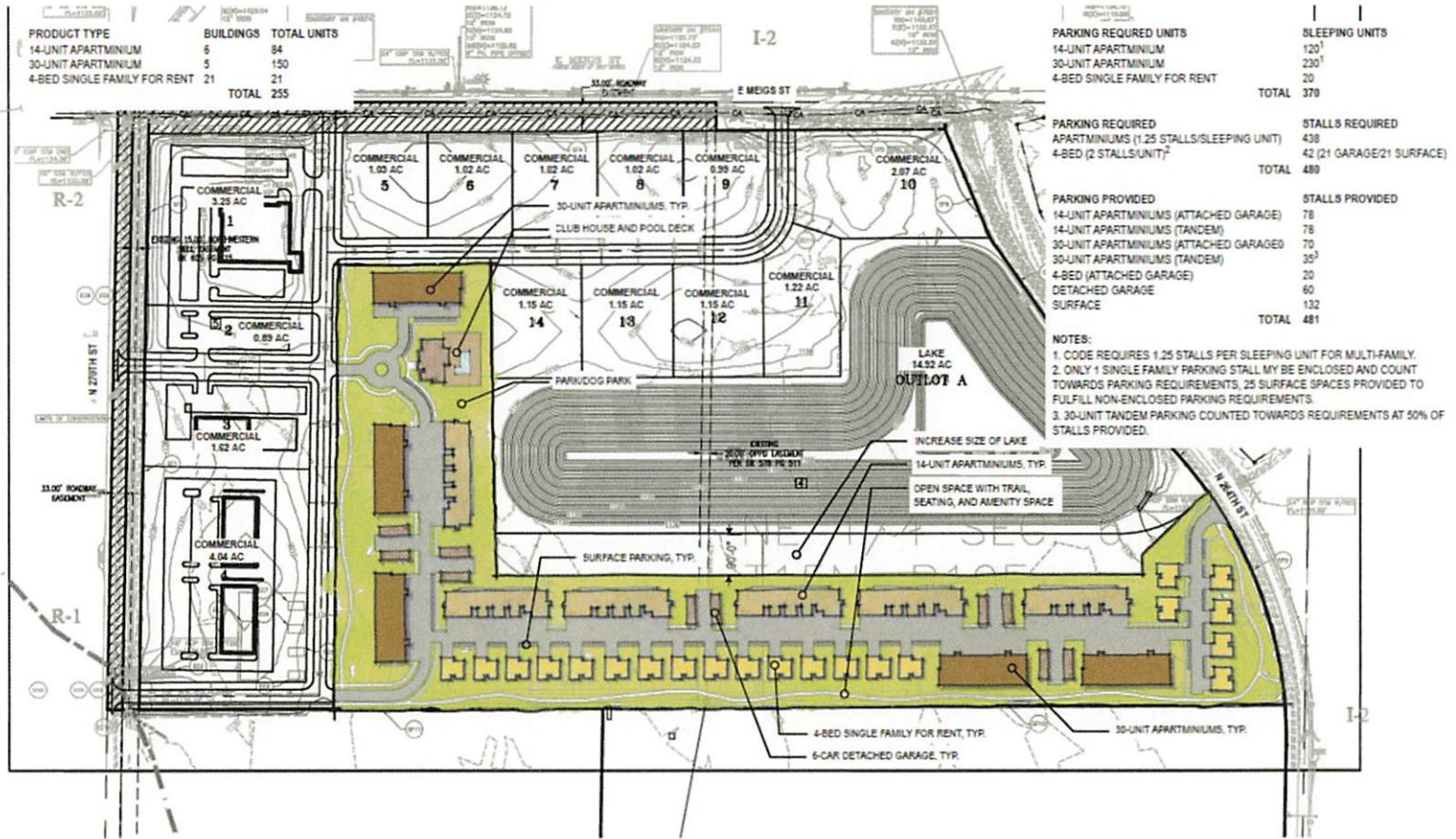
BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 89°38' 11" WEST (ASSUMED BEARINGS) FOR 1554.64 FEET ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE NORTH 01°03'27" EAST FOR 1279.63 FEET; THENCE NORTH 89°50'51" EAST FOR 1509.52 FEET TO THE WEST RIGHT OF WAY LINE OF N 264TH STREET; THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 944.88 FEET AND A LONG CHORD BEARING SOUTH 01°38'26" EAST FOR 88.36 FEET) FOR AN ARC LENGTH OF 88.39 FEET ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 01°02'22" WEST FOR 251.41 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 88°57'38" EAST FOR 39.86 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 01°00'14" WEST FOR 933.29 FEET TO THE POINT OF BEGINNING. CONTAINS 45.222 ACRES.

After Platting:

Lots 1-16, inclusive, and Outlot A & B, Valley Landing, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska.

EXHIBIT "B"

DEPICTION OF AREA TO BE DEVELOPED



Valley Landing - Option A
Valley, NE



LAMP
RYNEARSON

EXHIBIT "C"

DEPOSIT ALLOCATION

Engineering Design Fees:

- Sanitary Sewer / Storm Sewer: \$ 30,160.00
- Water Distribution: \$ 24,900.00
- Streets; Sidewalks: \$ 71,680.00

Legal Fees and City Review Costs: \$25,000.00

TOTAL: \$ 151,740.00

EXHIBIT “J”

**VALLEY LANDING
AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT**

THIS AGREEMENT is made and entered this _____ day of July, 2024, by and between **OSC Valley Meigs 1, LLC, a Nebraska limited liability company, OSC Valley Meigs 2, LLC, a Nebraska limited liability company, and Omnicorp Valley, LLC, a Nebraska limited liability company**, jointly and severally (hereinafter collectively referred to as "Subdivider") and the **City of Valley**, a City of the Second Class in the State of Nebraska (hereinafter referred to as "City").

WHEREAS, Subdivider is the owner of certain real property located within the city limits of the City of Valley legally described on Exhibit "A", attached hereto and incorporated herein by this reference containing 66.952 acres (the "Area to be Developed") and intends to develop a lakeside residential subdivision to be known as Valley Landing and as shown on the proposed final plat attached hereto as Exhibit "B" and incorporated herein by this reference; and

WHEREAS, before any Final Plat for Valley Landing can be approved by the Valley City Council, a Subdivision Agreement must have been entered into by and between Subdivider and City; and

WHEREAS, the Subdivision Agreement will provide for the construction of streets, storm sewers, sanitary sewers, water mains and sidewalks within Valley Landing (herein, the "Public Infrastructure Improvements"); and

WHEREAS, as a condition precedent to City's execution of the Subdivision Agreement, City's approval of the Final Plat for Valley Landing, the construction of the Public Infrastructure Improvements located within Valley Landing, Subdivider shall obtain a loan of immediately payable funds _____, a Nebraska banking corporation (the "BANK") to be represented by an irrevocable letter of credit in form and substance satisfactory to City in City's sole discretion the amount of _____ Dollars (\$ _____), said amount representing the entire estimated cost of the Public Infrastructure Improvements within Valley Landing, to insure completion of the construction of such improvements to act as security for Subdivider's faithful performance of its obligations under the Subdivision Agreement, and to provide a fund for the payment of the contractors constructing such improvements.

NOW THEREFORE, IT IS AGREED by and between Subdivider, and City as follows:

1. That prior to City's execution of the Subdivision Agreement, City's approval of the Final Plat for Valley Landing, and the construction of the Public Infrastructure Improvements within Valley Landing, Subdivider shall obtain a loan of immediately payable funds in the amount of _____ Dollars (\$ _____) from the BANK to be represented by an irrevocable letter of credit in form and substance satisfactory to City in City's sole discretion (the "ILOC"). The ILOC shall act as security to guarantee Subdivider's faithful performance of its obligations under the Subdivision Agreement, including but not limited to the construction of the Public Infrastructure Improvements located within the Valley Landing, and to provide a fund for the payment of the contractors constructing the Public Infrastructure Improvements and/or the reimbursement of the City for its costs incurred for engineering fees, testing and inspection fees, expenses, financing costs, legal fees and all other miscellaneous costs incurred in connection with the construction of the Public Infrastructure Improvements within Valley Landing.
2. That said ILOC shall be allocated to the specific improvements as shown on Exhibit "C" attached hereto and incorporated herein by this reference.
3. That a portion of the ILOC designated for any one improvement may be released by BANK as follows:
 - (i) To the Contractor, as progress payments to the contractor upon certification thereof by the City Engineer after consultation with the Subdivider, and approval of such certification by the Valley City Council; or
 - (ii) To the Contactor, as final payment, less any retainage, upon certification of substantial completion of such improvement by the City Engineer after consultation with the Subdivider, and approval of such certification by the Valley City Council, or
 - (iii) To the Contractor, as payment of any retainage, at the appropriate time, in accordance with the contract for the construction of such improvement upon certification of such payment by the City Engineer after consultation with the Subdivider, and approval of such certification by the Valley City Council; or

- (iv) To the City, as reimbursement for any additional amounts incurred by the City in connection with the City's design, engineering, bidding and/or overseeing the construction of the Public Infrastructure Improvements upon certification of the City Clerk.

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

4. In the event that due to change orders or other unforeseen circumstances the ILOC is or will be insufficient to cover the cost of the Public Infrastructure Improvements located within Valley Landing, then Subdivider shall, after ten (10) days written notice from the City Engineer setting forth the exact amount of additional funds required and the reasons therefor, obtain a loan of immediately payable funds in such amount from the BANK to be represented by a supplementary irrevocable letter of credit in form and substance satisfactory to City in City's sole discretion for the amount of additional funds required OR to make a cash deposit either with CITY or with an escrow agent acceptable to CITY, in CITY's sole discretion, in such amount to be held in escrow as security to guarantee Subdivider's faithful performance of all obligations under the Subdivision Agreement.
5. Prior to and as a condition of the release and/or cancellation of any irrevocable letter of credit pertaining to any funds remaining upon completion of the Public Infrastructure Improvements, any and all costs and/or reimbursements due to the City by Subdivider in connection with the development and construction of such Public Infrastructure Improvements located within Valley Landing shall be paid in full, including, but not limited to, construction costs, design and engineering fees, inspection fees, testing expenses, financing costs, legal fees and miscellaneous costs.
6. This Agreement shall be contingent upon its execution by the parties hereto and the issuance of the required irrevocable letter of credit by BANK in favor of the City of Valley. In the event BANK requires the execution of any additional and/or substitute agreements in order to effectuate such

irrevocable letter(s) of credit, such agreements are to be reviewed and approved by City in City's sole and absolute discretion.

7. Subdivider agrees to pay any and all fees charged by BANK in connection with any irrevocable letter(s) of credit under the terms of this Agreement.
8. Upon issuance of the irrevocable letter(s) of credit as provided in this Agreement, City agrees to waive any requirements that Subdivider post performance bonds for completion of the Public Infrastructure Improvements located within Valley Landing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this ____ day of July, 2024.

Attest:

CITY OF VALLEY, NEBRASKA

Date

Date

Attest:

OSC MEIGS 1, LLC
a Nebraska limited liability company

Date

Date

Attest:

OSC MEIGS 2, LLC
a Nebraska limited liability company

Date

Date

Attest:

OMNICORP VALLEY, LLC
a Nebraska limited liability company

Date

Date

**VALLEY LANDING
AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT**

THIS AGREEMENT is made and entered this _____ day of July, 2024, by and between **OSC Valley Meigs 1, LLC, a Nebraska limited liability company, OSC Valley Meigs 2, LLC, a Nebraska limited liability company, and Omnicorp Valley, LLC, a Nebraska limited liability company**, jointly and severally (hereinafter collectively referred to as "Subdivider") and the **City of Valley**, a City of the Second Class in the State of Nebraska (hereinafter referred to as "City").

WHEREAS, Subdivider is the owner of certain real property located within the city limits of the City of Valley legally described on Exhibit "A", attached hereto and incorporated herein by this reference containing 66.952 acres (the "Area to be Developed") and intends to develop a lakeside residential subdivision to be known as Valley Landing and as shown on the proposed final plat attached hereto as Exhibit "B" and incorporated herein by this reference; and

WHEREAS, before any Final Plat for Valley Landing can be approved by the Valley City Council, a Subdivision Agreement must have been entered into by and between Subdivider and City; and

WHEREAS, the Subdivision Agreement will provide for the construction of streets, storm sewers, sanitary sewers, water mains and sidewalks within Valley Landing (herein, the "Public Infrastructure Improvements"); and

WHEREAS, as a condition precedent to City's execution of the Subdivision Agreement, City's approval of the Final Plat for Valley Landing, the construction of the Public Infrastructure Improvements located within Valley Landing, Subdivider shall obtain a loan of immediately payable funds _____, a Nebraska banking corporation (the "BANK") to be represented by an irrevocable letter of credit in form and substance satisfactory to City in City's sole discretion the amount of _____ Dollars (\$ _____), said amount representing the entire estimated cost of the Public Infrastructure Improvements within Valley Landing, to insure completion of the construction of such improvements to act as security for Subdivider's faithful performance of its obligations under the Subdivision Agreement, and to provide a fund for the payment of the contractors constructing such improvements.

NOW THEREFORE, IT IS AGREED by and between Subdivider, and City as follows:

1. That prior to City's execution of the Subdivision Agreement, City's approval of the Final Plat for Valley Landing, and the construction of the Public Infrastructure Improvements within Valley Landing, Subdivider shall obtain a loan of immediately payable funds in the amount of _____ Dollars (\$ _____) from the BANK to be represented by an irrevocable letter of credit in form and substance satisfactory to City in City's sole discretion (the "ILOC"). The ILOC shall act as security to guarantee Subdivider's faithful performance of its obligations under the Subdivision Agreement, including but not limited to the construction of the Public Infrastructure Improvements located within the Valley Landing, and to provide a fund for the payment of the contractors constructing the Public Infrastructure Improvements and/or the reimbursement of the City for its costs incurred for engineering fees, testing and inspection fees, expenses, financing costs, legal fees and all other miscellaneous costs incurred in connection with the construction of the Public Infrastructure Improvements within Valley Landing.
2. That said ILOC shall be allocated to the specific improvements as shown on Exhibit "C" attached hereto and incorporated herein by this reference.
3. That a portion of the ILOC designated for any one improvement may be released by BANK as follows:
 - (i) To the Contractor, as progress payments to the contractor upon certification thereof by the City Engineer after consultation with the Subdivider, and approval of such certification by the Valley City Council; or
 - (ii) To the Contactor, as final payment, less any retainage, upon certification of substantial completion of such improvement by the City Engineer after consultation with the Subdivider, and approval of such certification by the Valley City Council, or
 - (iii) To the Contractor, as payment of any retainage, at the appropriate time, in accordance with the contract for the construction of such improvement upon certification of such payment by the City Engineer after consultation with the Subdivider, and approval of such certification by the Valley City Council; or

- (iv) To the City, as reimbursement for any additional amounts incurred by the City in connection with the City's design, engineering, bidding and/or overseeing the construction of the Public Infrastructure Improvements upon certification of the City Clerk.

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

4. In the event that due to change orders or other unforeseen circumstances the ILOC is or will be insufficient to cover the cost of the Public Infrastructure Improvements located within Valley Landing, then Subdivider shall, after ten (10) days written notice from the City Engineer setting forth the exact amount of additional funds required and the reasons therefor, obtain a loan of immediately payable funds in such amount from the BANK to be represented by a supplementary irrevocable letter of credit in form and substance satisfactory to City in City's sole discretion for the amount of additional funds required OR to make a cash deposit either with CITY or with an escrow agent acceptable to CITY, in CITY's sole discretion, in such amount to be held in escrow as security to guarantee Subdivider's faithful performance of all obligations under the Subdivision Agreement.
5. Prior to and as a condition of the release and/or cancellation of any irrevocable letter of credit pertaining to any funds remaining upon completion of the Public Infrastructure Improvements, any and all costs and/or reimbursements due to the City by Subdivider in connection with the development and construction of such Public Infrastructure Improvements located within Valley Landing shall be paid in full, including, but not limited to, construction costs, design and engineering fees, inspection fees, testing expenses, financing costs, legal fees and miscellaneous costs.
6. This Agreement shall be contingent upon its execution by the parties hereto and the issuance of the required irrevocable letter of credit by BANK in favor of the City of Valley. In the event BANK requires the execution of any additional and/or substitute agreements in order to effectuate such

irrevocable letter(s) of credit, such agreements are to be reviewed and approved by City in City's sole and absolute discretion.

- 7. Subdivider agrees to pay any and all fees charged by BANK in connection with any irrevocable letter(s) of credit under the terms of this Agreement.
- 8. Upon issuance of the irrevocable letter(s) of credit as provided in this Agreement, City agrees to waive any requirements that Subdivider post performance bonds for completion of the Public Infrastructure Improvements located within Valley Landing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this ____ day of July, 2024.

Attest:

CITY OF VALLEY, NEBRASKA

Date

Date

Attest:

OSC MEIGS 1, LLC
a Nebraska limited liability company

Date

Date

Attest:

OSC MEIGS 2, LLC
a Nebraska limited liability company

Date

Date

Attest:

OMNICORP VALLEY, LLC
a Nebraska limited liability company

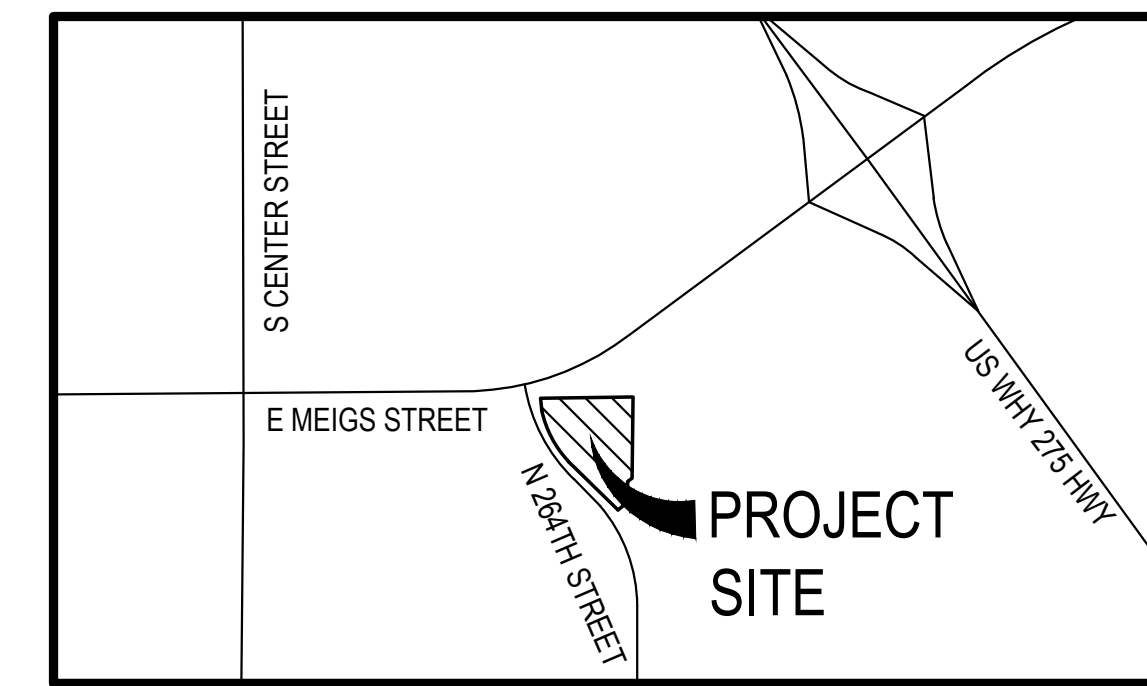
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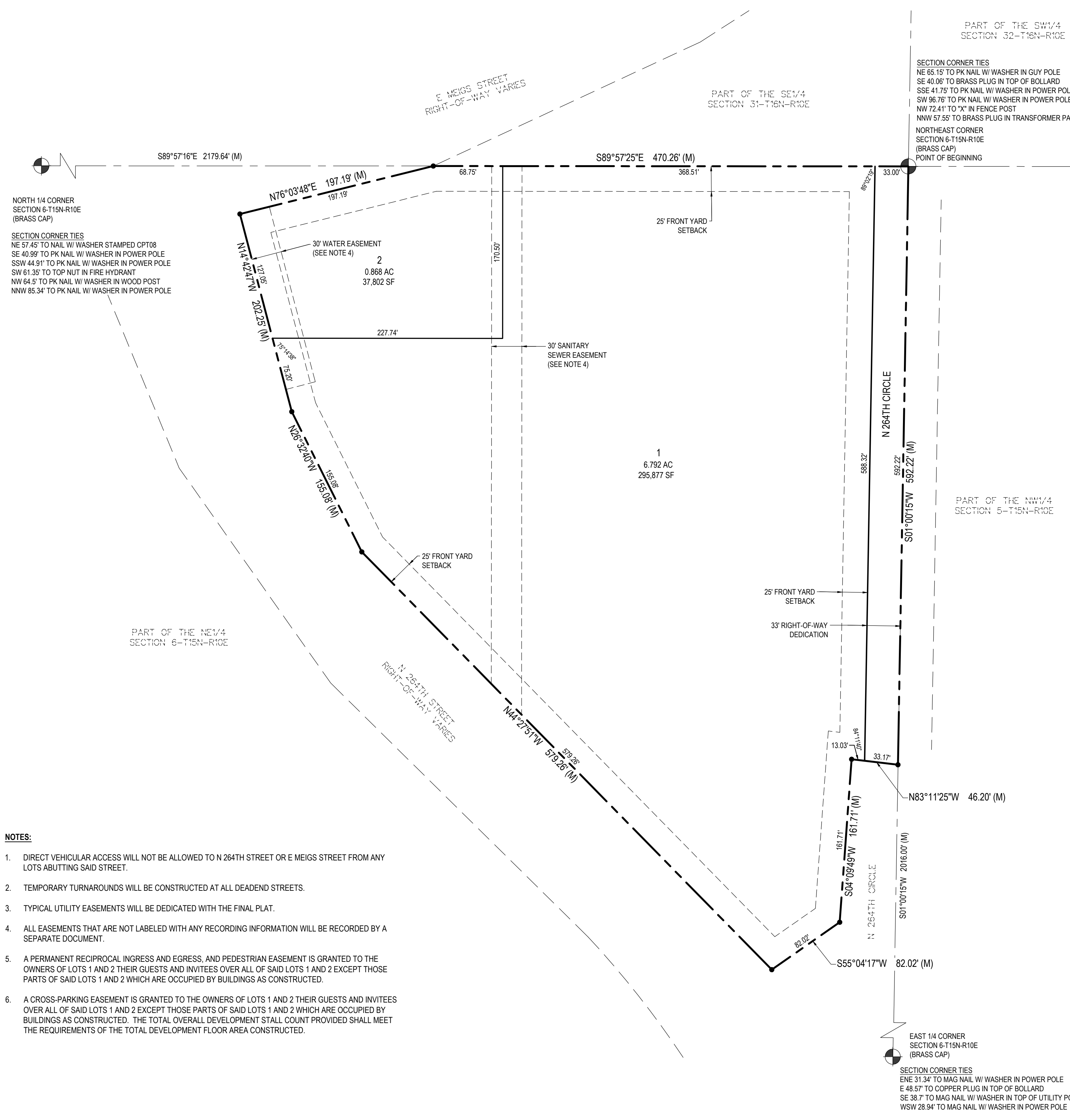
VALLEY LAKES BUSINESS PARK

LOTS 1 & 2 INCLUSIVE

A TRACT OF LAND LOCATED IN PART OF THE NE1/4 OF THE NE1/4, SECTION 6, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA



VICINITY MAP



LEGEND

BASIS OF BEARING: DOUGLAS COUNTY LOW DISTORTION PROJECTION

- MONUMENTS FOUND (5/8" REBAR)
- MONUMENTS SET
- BOUNDARY LINE
- - - RIGHT OF WAY LINE
- LOT LINE
- - - EASEMENTS
- ⊙ EXIST. SECTION CORNER
- EXIST. SECTION LINES
- - - EXIST. PROPERTY LINES
- SETBACK LINE
- (M) MEASURED DISTANCE

Scale: 1 inch = 60 ft. (U.S. Survey Feet)

SURVEYORS CERTIFICATION

I, WILLIAM THOMAS, NEBRASKA REGISTERED LAND SURVEYOR NO. 757, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT; THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR SURVEYS IN NEBRASKA IN EFFECT AT THE TIME OF THIS SURVEY.

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF THE NE1/4 OF THE NE1/4, SECTION 6, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE S01°00'15"W (BASIS OF BEARINGS: DOUGLAS COUNTY LOW DISTORTION PROJECTION) ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 592.22 FEET; THENCE N83°11'25"W, A DISTANCE OF 46.20 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 264TH STREET; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF NORTH 264TH STREET ON THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) THENCE S04°09'49"W, A DISTANCE OF 161.71 FEET; (2) THENCE S55°04'17"W, A DISTANCE OF 82.02 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE OF NORTH 264TH STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF NORTH 264TH STREET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF NORTH 264TH STREET ON THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) THENCE N44°27'51"W, A DISTANCE OF 579.26 FEET; (2) THENCE N26°32'40"W, A DISTANCE OF 155.08 FEET; (3) THENCE N14°42'47"W, A DISTANCE OF 202.25 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE OF NORTH 264TH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST MEIGS STREET; THENCE N76°03'48"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF EAST MEIGS STREET, A DISTANCE OF 197.19 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 6; THENCE S89°57'25"E ALONG SAID NORTH LINE OF THE SECTION 6, A DISTANCE OF 470.26 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 353,158 SQUARE FEET OR 8.107 ACRES, MORE OR LESS.

WILLIAM THOMAS, LS-757 _____ DATE _____

OWNERS CERTIFICATION

I/WE THE UNDERSIGNED BAILEY PROPERTY INVESTMENTS, LLC, OWNER(S) OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT I/WE HAVE LAID OUT, PLATTED AND SUBDIVIDED, AND DO HEREBY LAY OUT, PLAT AND SUBDIVIDED, SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS VALLEY LAKES BUSINESS PARK, AN ADDITION TO THE CITY OF VALLEY, NEBRASKA. ALL STREETS AND ALLEYS SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC UNLESS SPECIFICALLY NOTED HEREIN. OTHER PUBLIC LANDS SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY RESERVED FOR PUBLIC USE.

CLEAR TITLE TO THE LAND CONTAINED IN THIS PLAT IS GUARANTEED. ANY ENCUMBRANCES OR SPECIAL ASSESSMENTS ARE EXPLAINED AS FOLLOWS:

THERE ARE STRIPS OF GROUND SHOWN OR DESCRIBED ON THIS PLAT AND MARKED EASEMENT, RESERVED FOR THE USE OF PUBLIC UTILITIES AND SUBJECT TO THE PARAMOUNT RIGHT OF UTILITY OR CITY TO INSTALL, REPAIR, REPLACE AND MAINTAIN ITS INSTALLATIONS.

BAILEY PROPERTY INVESTMENTS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY

DOUGLAS L. BAILEY, MEMBER _____ DATE _____

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
 COUNTY OF DOUGLAS)

ON THIS _____ DAY OF _____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME DOUGLAS L. BAILEY, MEMBER OF BAILEY PROPERTY INVESTMENTS, LLC, WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION. ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED AS SUCH OFFICER OF SAID LLC.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC _____

APPROVAL OF THE PLANNING COMMISSION OF VALLEY, NEBRASKA

THIS FINAL PLAT OF VALLEY LAKES BUSINESS PARK WAS APPROVED BY THE VALLEY PLANNING COMMISSION THIS _____ DAY OF _____.

SECRETARY, VALLEY PLANNING COMMISSION _____

ACCEPTANCE BY VALLEY CITY COUNCIL

THIS FINAL PLAT OF VALLEY LAKES BUSINESS PARK WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF VALLEY, NEBRASKA ON THIS _____ DAY OF _____, IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

MAYOR _____

ATTEST _____
 CITY CLERK

ACCEPTANCE BY THE VALLEY CITY ENGINEER

THIS FINAL PLAT OF VALLEY LAKES BUSINESS PARK WAS REVIEWED AND APPROVED BY THE VALLEY CITY ENGINEER ON THIS _____ DAY _____.

VALLEY CITY ENGINEER _____

COUNTY TREASURER'S CERTIFICATION

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

COUNTY TREASURER _____ DATE _____

REVIEW OF DOUGLAS COUNTY ENGINEER

THIS PLAT OF VALLEY LAKES BUSINESS PARK (LOTS NUMBERED AS SHOWN) WAS REVIEWED BY THE OFFICE OF THE DOUGLAS COUNTY ENGINEER.

DOUGLAS COUNTY ENGINEER _____ DATE _____

- NOTES:**
- DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO N 264TH STREET OR E MEIGS STREET FROM ANY LOTS ABUTTING SAID STREET.
 - TEMPORARY TURNAROUNDS WILL BE CONSTRUCTED AT ALL DEADEND STREETS.
 - TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT.
 - ALL EASEMENTS THAT ARE NOT LABELED WITH ANY RECORDING INFORMATION WILL BE RECORDED BY A SEPARATE DOCUMENT.
 - A PERMANENT RECIPROCAL INGRESS AND EGRESS, AND PEDESTRIAN EASEMENT IS GRANTED TO THE OWNERS OF LOTS 1 AND 2 THEIR GUESTS AND INVITEES OVER ALL OF SAID LOTS 1 AND 2 EXCEPT THOSE PARTS OF SAID LOTS 1 AND 2 WHICH ARE OCCUPIED BY BUILDINGS AS CONSTRUCTED.
 - A CROSS-PARKING EASEMENT IS GRANTED TO THE OWNERS OF LOTS 1 AND 2 THEIR GUESTS AND INVITEES OVER ALL OF SAID LOTS 1 AND 2 EXCEPT THOSE PARTS OF SAID LOTS 1 AND 2 WHICH ARE OCCUPIED BY BUILDINGS AS CONSTRUCTED. THE TOTAL OVERALL DEVELOPMENT SHALL MEET THE REQUIREMENTS OF THE TOTAL DEVELOPMENT FLOOR AREA CONSTRUCTED.

E & A CONSULTING GROUP, INC.
 Engineering • Planning • Environmental & Field Services
 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154
 Phone: 402.895.4700 • Fax: 402.895.5599
 www.eaag.com
 State of NE Certificate of Authorization #CA0008

E & A CONSULTING GROUP, INC.
 Engineering
 VALLEY LAKES BUSINESS PARK
 LOTS 1 AND 2 INCLUSIVE
 VALLEY, NEBRASKA

FINAL PLAT

Revisions	Description	Date
1	Final Plat	05/02/2024

Proj No: P2022267.001
 Date: 05/02/2024
 Designed By: JRS
 Drawn By: TRH
 Scale: 1" = 60'
 Sheet: 1 of 1

5/2/2024 1:22 PM K:\Project\2022\267\01\Planning & Planning\Final Plat\Final Plat.dwg Jeff Sull

SUBDIVISION AGREEMENT

VALLEY LAKES BUSINESS PARK

THIS AGREEMENT made and entered this _____ day of July, 2024, by and between **Valley Lakes Business Park, LLC, a Nebraska limited liability company** (hereinafter referred to as "Subdivider") and the **City of Valley**, a City of the Second Class in the State of Nebraska (hereinafter referred to as "City"). **This Subdivision Agreement applies only to the real property located within the city limits of the City of Valley containing approximately 8.107 acres and legally described on Exhibit "A", attached hereto and incorporated herein by this reference (the "Area to be Developed").** At such time as a Final Plat is approved subdividing the Area to be Developed into Lots, this Agreement shall be amended to substitute the legal descriptions for the Lots for the legal description on Exhibit "A".

WITNESSETH

WHEREAS, Subdivider is the owner of the Area to be Developed, and intends to develop an industrial subdivision as shown on the proposed final plat attached hereto as Exhibit "B" and incorporated herein by this reference; and

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

WHEREAS, the City will design, engineer and contract for the construction of certain public

improvements to be constructed within the City in the Area to be Developed; and

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

SECTION I: PUBLIC INFRASTRUCTURE IMPROVEMENTS

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

- 1. **Sanitary Sewer.** In accordance with the City's design standards, the construction of all sanitary sewer mains, manholes, lift stations, force mains and related appurtenances within the new dedicated right-of-way and easements, per the plat (Exhibit "B"), and the construction of all sanitary sewer mains, manholes, lift stations, force mains and related appurtenances

within the existing off-site rights-of-way, and as shown on the Sanitary Sewer Layout prepared by the City Engineer a copy of which is attached hereto as Exhibit "C".

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

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

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

2. **Street Lighting.** Subdivider shall arrange and contract for street lighting for public streets to be installed within the new dedicated public rights-of-way as per the plat (Exhibit "B") and the plan prepared by the Omaha Public Power District, which plan shall be approved by the City Engineer and the Subdivider.

3. **Electricity.** Subdivider shall arrange and contract for underground electrical service distribution mains to be installed within the new dedicated public rights-of-way to serve each of the lots in the Area to be Developed, per the plat (Exhibit "B") and the plan prepared by the Omaha Public Power District, which plan shall be approved by the City Engineer and the Subdivider.

4. **Telephone/Cable/Internet.** Subdivider shall arrange and contract for underground telephone, cable, and internet distribution mains to be installed within the new dedicated public rights-of-way, as per the plat (Exhibit "B") and the plan prepared by the prevailing telephone, cable and internet provider within the City, which plan shall be approved by the City Engineer and the Subdivider.

5. **Civil Defense Siren.** If it is determined to be necessary to install a Civil Defense Siren in the Area to Be Developed, Subdivider shall arrange and contract for such installation.

C. Subdivider agrees to grant any and all easements that are required in connection with the construction of the Public Improvements.

- D. The parties agree that the Subdivider shall be responsible for the entire cost of the Public Infrastructure Improvements set out in Section I(A)(1) through I(A)(2). Such entire cost shall be paid by the Subdivider pursuant to the provisions of Section IV herein below and the Agreement for Escrow of Security Fund referenced therein.
- E. The parties agree that the Subdivider shall pay for the entire cost of design, contracting for, and installing of the Public Infrastructure Improvements set out in Section I(B)(1) through I(B)(5), including the payment of any connection fees or service charges. The parties agree that the Subdivider shall reimburse City for the entire cost of the City's review and approval of the plans for and the timeliness and installation of such public infrastructure improvements for the purposes of coordination with the location and construction of the Public Infrastructure Improvements and the Private Improvements. Such reimbursement shall be made by the Subdivider to the City pursuant to the provisions of Section IV herein below.
- F. Upon completion of the Public Infrastructure Improvements, the City shall provide and pay for the maintenance, repair and/or reconstruction of the Public Infrastructure Improvements except for maintenance and repair which is the responsibility of a public utility other than the City of Valley within the Area to be Developed and except as provided herein below. The repair and maintenance of such Public Infrastructure Improvements by the City shall include, but shall not be limited to, payment of monthly electrical charges for the lighting of public streets, the ordinary and necessary

street maintenance and repair, including concrete panel replacement, street sweeping and standard snow removal.

- G. Upon completion of the Public Infrastructure Improvements, the Subdivider or the successors in interest to the Subdivider on any lot within the Area to be Developed, shall provide and pay for the maintenance, repair and/or reconstruction of the sidewalks constructed within the new dedicated public rights-of-way upon or adjacent to each respective lot, including the mowing of the dedicated street rights-of-way, in perpetuity. Should the aforementioned sidewalk improvement not be maintained or repaired in accordance with City standards, and only after the expiration of thirty (30) days from the date upon which Subdivider or its successors in interest receives written notice from the City detailing the required maintenance and/or repairs and Subdivider or its successors in interest fails to complete said maintenance and/or repairs specified in the written notice, the City can maintain or repair said sidewalk improvement accordingly and it shall be reimbursed for the cost of any such maintenance or repairs by Subdivider or its successors in interest.

SECTION II: PRIVATE IMPROVEMENTS

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

Commented [AG1]: No sidewalks - any common area maintenance that needs to be addressed here?

Commented [AG2]: Greg - My notes talk about a driveway culvert to be a private improvement. Does this need to be noted here?

shall be timely and orderly completed as follows:

1. **Grading.** Subdivider shall complete all required grading as shown on the Private Grading Plan, which plan shall be approved by the City Engineer and the Subdivider.
- B. The parties agree that the Subdivider shall pay for the entire cost of installing and contracting for the Private Improvements as set out in Section II(A)(1) immediately hereinabove.
- C. The parties agree that the Subdivider shall reimburse City for the entire cost of the City's review and approval of the plans for and the timeliness and installation of such private infrastructure improvements for the purposes of coordination with the location and construction of the Public Infrastructure Improvements and the Private Improvements. Such reimbursement shall be made by the Subdivider to the City pursuant to the provisions of **Section IV** herein below.

**SECTION III: CONTRACTS FOR PUBLIC INFRASTRUCTURE
IMPROVEMENTS AND PUBLIC IMPROVEMENTS**

- A. The City, through its Engineers, shall publish a Notice to Contractors to solicit bids for the construction of the public improvements set forth in Section I(A)(1) through Section I(A)(2). After receiving bids, the City will award the contract(s) to the lowest responsible bidder, subject to its right to reject all bids.
- B. The Contract(s) for the construction of the Public Infrastructure Improvements described in Section I(A)(1) through I(A)(2) shall be in the name of the City.

- C. The Contract(s) for the construction of the Public Infrastructure Improvements described in Section I(B)(1) through I(B)(5) shall be in the name of the Subdivider. Such Contract(s) and all related performance bonds, payment bonds, certificates of insurance and any other related documents are to be submitted for review and approval by the City Engineer.
- D. The Contract(s) for the construction of the Private Improvements described in Section II(A)(1) shall be in the name of the Subdivider. Such Contract(s) and all related performance bonds, payment bonds, certificates of insurance and any other related documents are to be submitted for review and approval by the City Engineer.

SECTION IV: PAYMENTS

Subdivider covenants and agrees that Subdivider shall pay City the following amounts:

- A. Subdivider will reimburse the City in an amount equal to all actual costs incurred by the City in connection with the initial design of Valley Lakes Business Park, to include planning, plat review fees, engineering fees, legal and other miscellaneous expenses incurred by the City, including but not limited to those expenses incurred in conjunction with the City's review of the Preliminary Plat, Final Plat and the preparation of this Subdivision Agreement (the "Initial Review Reimbursements"). City shall provide Subdivider with an itemized breakdown of such Initial Review Reimbursements, and, if requested, copies of invoices for all fees and costs. The Initial Review Reimbursements shall be paid to City prior to the City's approval of the Final Plat for Valley Lakes Business Park and

shall be subject to the terms and conditions of the **Predevelopment Cost Agreement** attached hereto as Exhibit "H" and incorporated herein by this reference.

Commented [AG3]: Do we need a Predevelopment Cost Agreement? Seems we are passed that? Let me know.

B. The entire cost of the Public Infrastructure Improvements set out in Section I(A)(1) through I(A)(2), including all construction costs, design and engineering fees, testing and inspection fees, expenses, financing costs, legal fees and all other miscellaneous costs shall be the responsibility of the Subdivider. To secure and assure the aforementioned obligations Subdivider shall execute the Agreement for Escrow of Security Fund attached hereto as Exhibit "E" and incorporated by this reference and shall complete the deposit of funds pursuant to the terms of such Agreement prior to approval and filing of the Final Plat. All payments to the contractors constructing the Public Infrastructure Improvements set out in Section I(A)(1) through I(A)(2), and any required reimbursements to the City as described herein, shall be made pursuant to the terms of the Agreement for Escrow of Security Fund.

C. In addition to the payments described in Section IV(A) and Section IV(B) hereinabove, Subdivider will reimburse the City in an amount equal to all other actual costs incurred by the City in connection with the review and processing of all other matters related to Valley Lakes Business Park, including but not limited to planning, plat review fees, engineering and inspection fees, legal and other miscellaneous expenses incurred by the City related to the Public Infrastructure Improvements and the Private Improvements. City shall provide Subdivider with an itemized breakdown of such actual

costs, and, if requested, copies of invoices for all fees and costs. To secure and assure the aforementioned obligations Subdivider shall execute the Agreement for Escrow of Security Fund attached hereto as Exhibit "E" and incorporated by this reference and shall complete the deposit of funds pursuant to the terms of such Agreement prior to approval and filing of the Final Plat. All payments to be made pursuant to this Section IV(C) shall be made pursuant to the terms of the Agreement for Escrow of Security Fund.

SECTION V: CAPITAL FACILITIES FEES – SEWER AND WATER

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

1. There are to be 6 industrial lots in Valley Lakes Business Park, with a Capital Facilities Fee (Sewer) of \$3,600.00 per acre, to be paid as follows:
 - a. The Subdivider shall pay the first one-half of the Capital Facilities Fee (Sewer), in the amount of \$13,102.20, to the City prior to the City signing the Final Plat for Valley Lakes Business Park. (7.279 acres)
 - a. With respect to each individual industrial lot, the remaining one-half of the Capital Facilities Fee (Sewer) shall be paid to the City at the time an application for a building permit is made for construction upon such lot.

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

2. There are to be 6 industrial lots in Valley Lakes Business Park, with a Capital Facilities

Fee (Water) of \$3,000.00 per acre, to be paid as follows:

- a. The Subdivider shall pay the first one-half of the Capital Facilities Fee (Water), in the amount of \$10,918.50, to the City prior to the City signing the Final Plat for Valley Lakes Business Park. (7.279 acres)
- b. With respect to each individual industrial lot, the remaining one-half of the Capital Facilities Fee (Water) shall be paid to the City at the time an application for a building permit is made for construction upon such lot.

SECTION VI: CITY'S TAKEOVER RIGHTS

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

- a. City shall give Subdivider written notice of its intent to take control of the construction of the Public and Private Improvements.
- b. Subdivider shall have sixty (60) days after receipt of such written notice to commence or re-commence construction of the Public and Private Improvements.
- c. In the event that Subdivider commences or re-commences construction of the Public and Private Improvements within such sixty (60) day period, then City's right to take control of

the construction of the Improvements shall terminate, but only with respect to the alleged abandonment set forth in the written notice.

- d. In the event that Subdivider does not commence or re-commence construction of the Public and Private Improvements within such sixty (60) day period, then, on the first business day after the expiration of such sixty (60) day period the City can proceed with the construction of the Public and Private Improvements. All payments to the contractors constructing the Public and Private Improvements, and any reimbursements to the City as described herein, shall be made pursuant to the terms of the Agreement for Escrow of Security.
- e. For the purposes of this Agreement abandonment of construction of the Improvements shall be defined as the failure of Subdivider to diligently pursue construction of the Improvements for a continuous and successive period of one hundred twenty (120) days.

SECTION VII: CITY REGULATIONS

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

SECTION VIII: NON-DISCRIMINATION

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

ordinances.

SECTION IX: CONDITIONS FOR FINAL PLAT APPROVAL AND SIGNING

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

1. Execution of the Subdivision Agreement.
2. Execution of the Predevelopment Agreement and payment of all amounts to be paid to the City pursuant to the terms of the Pre-Development Agreement.
3. Execution of the Agreement for Escrow of Security Fund.
4. Subdivider's deposit of the appropriate amount pursuant to the terms of the Agreement for Escrow of Security Fund.
5. Subdivider providing City with a title search from a licensed title insurance agency certifying the ownership of the Area to be Developed and dated within ten days of the satisfaction of all of the conditions set forth in this Section IX.
6. City having satisfied itself, in its sole and absolute discretion, that Valley Lakes Business Park as designed is, or will be, in compliance with all of City's existing Zoning and Subdivision Regulations.

Commented [AG4]: Confirm necessity

Provided that the Valley City Council may conditionally approve the Final Plat, subject to the occurrence of all of the above items and events, and upon such occurrence the Final Plat shall be deemed to have been approved by the Valley City Council on the date of such conditional approval. The Subdivider shall file the

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

SECTION X: SUBDIVIDER INDEMNITY

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

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

required by any warranty, representation, obligation or responsibility arising out of state, federal or local law, or from any provision of this Agreement.

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

SECTION XI: SUBDIVIDER WARRANTY

The Subdivider warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Subdivider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working for the Subdivider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting

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

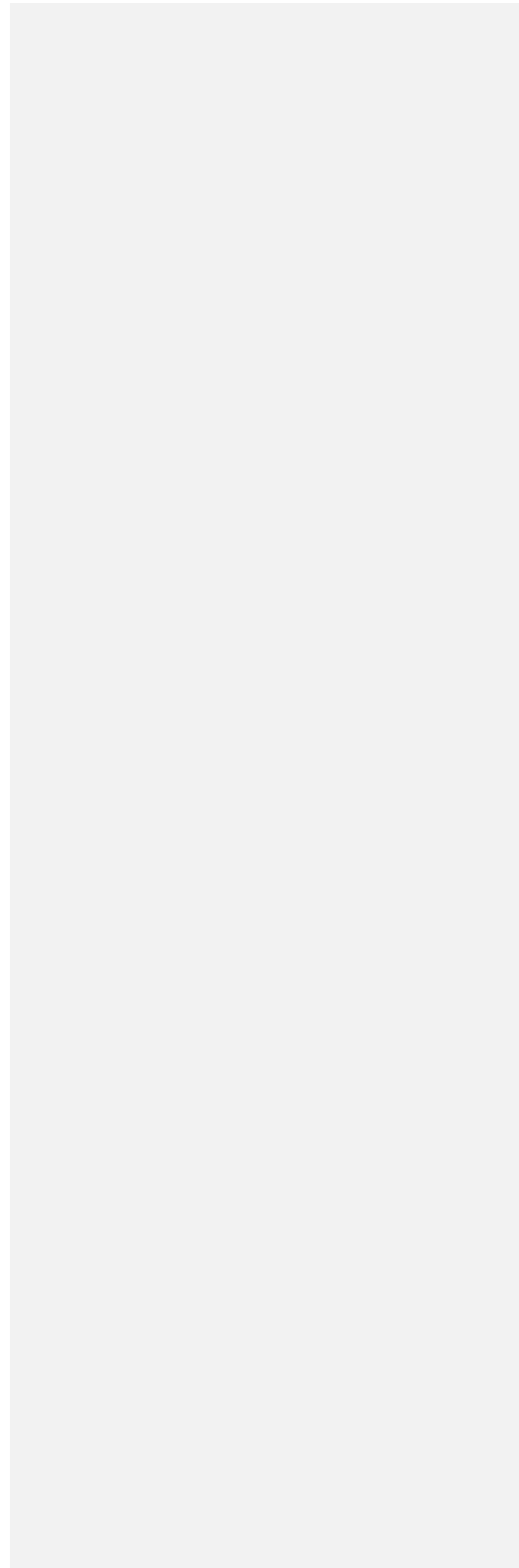
SECTION XII: MISCELLANEOUS

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

IN WITNESS WHEREOF, we the executing parties, by our respective duly authorized agents,

hereby enter into this Agreement, effective as of the day and year first above written.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]



Attest:

CITY OF VALLEY, NEBRASKA

Date

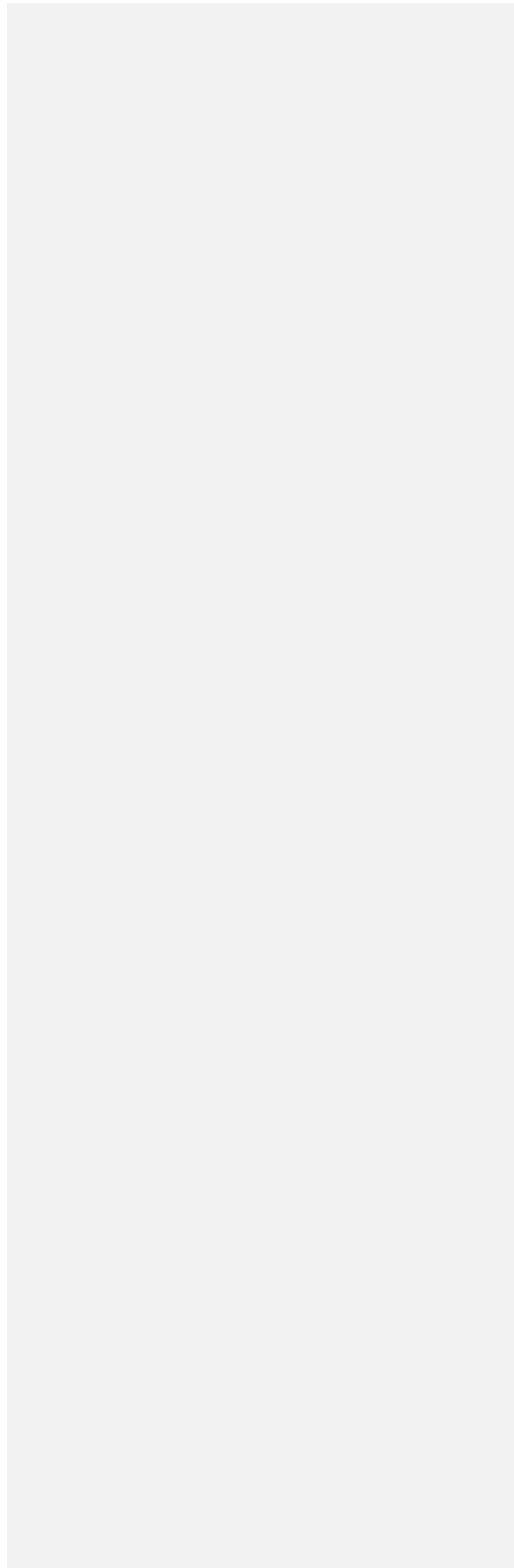
Date

Attest:

Valley Lakes Business Park, LLC, a Nebraska
limited liability company

Date

Date



**VALLEY LAKES BUSINESS PARK
AGREEMENT FOR ESCROW OF SECURITY FUND**

THIS AGREEMENT is made and entered this _____ day of July, 2024, by and between **Valley Lakes Business Park, LLC, a Nebraska limited liability company** (hereinafter referred to as "Subdivider") and the **City of Valley**, a City of the Second Class in the State of Nebraska (hereinafter referred to as "City")

WHEREAS, Subdivider is the owner of certain real property located within the city limits of the City of Valley containing approximately 8.107 acres and legally described on Exhibit "A", attached hereto and incorporated herein by this reference (the "Area to be Developed") and intends to develop a commercial/industrial subdivision to be known as Valley Lakes Business Park and as shown on the proposed final plat attached hereto as Exhibit "B" and incorporated herein by this reference; and

WHEREAS, before any Final Plat for Valley Lakes Business Park can be approved by the Valley City Council, a Subdivision Agreement must have been entered into by and between Subdivider and City; and

WHEREAS, the Subdivision Agreement will provide for the construction of sanitary sewers and water mains within the Area to be Developed (herein, the "Public Infrastructure Improvements"), provided that the entire cost of such Public Infrastructure Improvements shall be deposited pursuant to the terms of this Agreement; and

WHEREAS, as a condition precedent to City's execution of the Subdivision Agreement, City's approval of the Final Plat, and the construction of the Public Infrastructure Improvements, Subdivider shall deposit an amount equal to the entire cost of the Public Infrastructure Improvements to insure completion of the construction of such improvements, to act as security for Subdivider's faithful performance of its obligations under the Subdivision Agreement, and to provide a fund for the payment of the contractors constructing such improvements.

NOW THEREFORE, IT IS AGREED by and between Bailey Property Investments Limited Liability Company, Subdivider, and the City of Valley, Nebraska, a municipal corporation, hereinafter called the "City", as follows:

1. That prior to City's execution of the Subdivision Agreement, City's approval of the Final Plat, and the construction of the Public Infrastructure Improvements, Subdivider shall either deposit the sum _____ and ___/100 Dollars (\$_____) (the "Deposit") with _____, a Nebraska banking corporation (the "BANK") as escrow agent for the City, or obtain a loan of immediately payable funds from the BANK in said amount and/or irrevocably pledge and assign said funds to BANK, as escrow agent for the City, the same to be held in escrow as security to guarantee Subdivider's faithful performance of its obligations under the Subdivision Agreement, including but not limited to the construction of the Public Infrastructure Improvements located within the Area to be Developed, and to provide a fund for the payment of the contractors constructing the Public Infrastructure Improvements and/or the reimbursement of the City for its costs incurred for engineering fees, testing and inspection fees, expenses, financing costs, legal fees and all other miscellaneous costs incurred in connection with the construction of the Public Infrastructure Improvements.
2. That said escrow fund shall be allocated to the specific improvements as follows:

<u>Improvement:</u>	<u>Amount:</u>
Sanitary Sewer	\$171,625.00
Water	\$40,955.00
TOTAL:	\$212,580.00

3. The portion of the Deposit designated for any one improvement may be released from escrow as follows:

- (i) To the Contractor, as progress payments to the contractor upon certification thereof by the City Engineer and approval of such certification by the Valley City Council; and
- (ii) To the Contactor, as final payment, less any retainage, upon certification of substantial completion of such improvement by the City Engineer and approval of such certification by the Valley City Council, and
- (iii) To the Contractor, as payment of any retainage, at the appropriate time, in accordance with the contract for the construction of such improvement upon certification of such payment by the City Engineer and approval of such certification by the Valley City Council; and
- (iv) To the City, as reimbursement for any additional amounts incurred by the City in connection with the City's design, engineering, bidding and/or overseeing the construction of the Public Infrastructure Improvements upon certification of the City Clerk.

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

4. In the event that due to change orders or other unforeseen circumstances the Deposit is or will be insufficient to cover the cost of the Public Infrastructure Improvements then Subdivider shall, after ten (10) days written notice from the City Engineer setting forth the exact amount of additional funds required and the reasons therefor, make an additional deposit or provide verification of funds with BANK in accordance with such notice.
5. Prior to and as a condition of the release of any escrow funds remaining upon completion of the Public Infrastructure Improvements, any and all costs and/or

reimbursements due to the City by Subdivider in connection with the development and construction of such Public Infrastructure Improvements shall be paid in full, including, but not limited to, construction costs, design and engineering fees, inspection fees, testing expenses, financing costs, legal fees and miscellaneous costs.

6. This Agreement shall be contingent upon its execution by the parties hereto, the pledge and assignment of the required security funds with BANK as escrow agent for the City of Valley, and the acceptance of this Agreement by said BANK. In the event BANK requires the execution of any additional and/or substitute agreements in order to effectuate its role as escrow agent, such agreements are to be reviewed and approved by City in City's sole and absolute discretion.
7. Subdivider agrees to pay any and all fees charged by BANK as escrow agent for the City of Valley under the terms of this Agreement or any additional and/or substitute escrow agreements that may be required by BANK.
8. BANK shall be liable as a depository only.
9. Upon deposit of the security fund as provided in this Agreement, City agrees to waive any requirements that Subdivider post performance bonds for completion of the Public Infrastructure Improvements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this ____ day of _____, 2024.

Attest:

CITY OF VALLEY, NEBRASKA

Date

Date

Attest:

Valley Lakes Business Park, LLC, a
Nebraska limited liability company

Date

Date

RESOLUTION NO. 2024-40

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

The Application for Payment filed with the Clerk by the engineer of the project, showing the amount of material furnished and work performed in the City under contract heretofore from **Iowa Civil Contracting Inc. for Meigs Street Dowel Bar Retrofitting and Diamond Grinding** and the statements of the engineer and others set out below are hereby approved and the Council finds that the materials therein set out have been furnished and have been received by the City and work has been performed and claim therefor is hereby submitted as follows:

1. ORIGINAL CONTRACT PRICE	<u>\$308,026.50</u>
2. Net change by Change Orders	
3. Current Contract Price (Line 1 + 2)	<u>\$3308,026.50</u>
4. TOTAL COMPLETED AND STORED TO DATE (Column G Lump Sum Total & Column J Unit Price Total)	<u>\$219,059.80</u>
5. RETAINAGE:	
a. 10% x \$219,059.80 Work Completed	<u>\$21,905.98</u>
b. 10% x \$0.00 Stored Material	
c. Total Retainage (Line 5.a + Line 5.b)	<u>\$21,905.98</u>
6. AMOUNT ELIGIBLE TO DATE (Line 4 + Line 5.c)	<u>\$197,153.82</u>
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	
8. AMOUNT DUE THIS APPLICATION	<u>\$197,153.82</u>
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 – Line 4)	<u>\$88,966.70</u>

PAYMENT OF: \$197,153.82

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

IOWA CIVIL CONTRACTING, INC. \$197,153.82

PASSED AND APPROVED THIS 9TH DAY OF JULY 2024.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

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>23-61</u>
Contractor: <u>Iowa Civil Contracting, Inc.</u>	Contractor's Project No.: <u>n/a</u>
Project: <u>Meigs Street Dowel Bar Retrofitting and Diamond Grinding</u>	
Contract: <u>Meigs Street Dowel Bar Retrofitting and Diamond Grinding, Valley, NE</u>	
Application No.: <u>1</u>	Application Date: <u>6/26/2024</u>
Application Period: From <u>6/10/2024</u>	to <u>6/21/2024</u>

1. Original Contract Price	\$	308,026.50
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	308,026.50
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	219,059.80
5. Retainage		
a. <u>10%</u> X <u>\$ 219,059.80</u> Work Completed	\$	21,905.98
b. _____ X <u>\$ -</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	21,905.98
6. Amount eligible to date (Line 4 - Line 5.c)	\$	197,153.82
7. Less previous payments (Line 6 from prior application)	\$	-
8. Amount due this application	\$	197,153.82
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	88,966.70

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: Iowa Civil Contracting, Inc.

Signature: _____ **Date:** 6/26/2024

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: _____

Contractor's Application for Payment

Owner: <u>City of Valley, Nebraska</u>	Owner's Project No.: <u>1</u>
Engineer: <u>EAGLE ENGINEERING GROUP</u>	Engineer's Project No.: <u>23-62</u>
Contractor: <u>Western Engineering Company, Inc.</u>	Contractor's Project No.: _____
Project: <u>Maple Road HMA Overlay & Ginger Woods HMA Base Widening & Overlay</u>	
Contract: <u>Maple Road HMA Overlay & Ginger Woods HMA Base Widening & Overlay, Valley, NE</u>	
Application No.: <u>2</u>	Application Date: <u>7/1/2024</u>
Application Period: From <u>6/11/2024</u>	to <u>6/28/2024</u>

1. Original Contract Price	\$	793,190.40
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	793,190.40
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	484,671.43
5. Retainage		
a. <u>10%</u> X <u>\$ 484,671.43</u> Work Completed	\$	48,467.14
b. <u>10%</u> X <u>\$ -</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	48,467.14
6. Amount eligible to date (Line 4 - Line 5.c)	\$	436,204.29
7. Less previous payments (Line 6 from prior application)	\$	88,470.00
8. Amount due this application	\$	347,734.29
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	308,518.97

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: Western Engineering Company, Inc.

Signature: *Kevin Marshall* **Date:** 7/1/2024

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

Contractor's Application for Payment

Owner:	City of Valley, Nebraska	Owner's Project No.:	1
Engineer:	EAGLE ENGINEERING GROUP	Engineer's Project No.:	23-62
Contractor:	Western Engineering Company, Inc.	Contractor's Project No.:	
Project:	Maple Road HMA Overlay & Ginger Woods HMA Base Widening & Overlay		
Contract:	Maple Road HMA Overlay & Ginger Woods HMA Base Widening & Overlay, Valley, NE		

Application No.: 2 **Application Period:** From 06/11/24 to 06/28/24 **Application Date:** 07/01/24

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
1	SITE PREPARATION / MOBILIZATION	1.00	LS	25,000.00	25,000.00	1.00	25,000.00	-	25,000.00	100%	-
2	TRAFFIC CONTROL / BARRICADES / WARNING SIGNS	1.00	LS	9,000.00	9,000.00	1.00	9,000.00	-	9,000.00	100%	-
3	COLD MILLING	22,860.00	SY	1.85	42,291.00	22,860.00	42,291.00	-	42,291.00	100%	-
4	CONSTRUCT ASPHALT SURFACE COURSE SLX PG58-34 W/RAP	3,204.00	TON	95.00	304,380.00	3,062.59	290,946.05	-	290,946.05	96%	13,433.95
5	JOINT REPAIR	4,130.00	LF	4.30	17,759.00	4,334.50	18,638.35	-	18,638.35	105%	(879.35)
6	INSTALL PERMANENT PAINT MARKING - 4" YELLOW	15,515.00	LF	0.26	4,033.90	15,515.00	4,033.90	-	4,033.90	100%	-
7	INSTALL PERMANENT PAINT MARKING - 4" WHITE	15,625.00	LF	0.26	4,062.50	15,625.00	4,062.50	-	4,062.50	100%	-
8	INSTALL PERMANENT CHEVRON & CHANNELIZING LINES - 8"	1.00	LS	1,050.00	1,050.00	-	-	-	-	0%	1,050.00
9	INSTALL STREET SIGNS & POSTS	1.00	LS	3,156.00	3,156.00	-	-	-	-	0%	3,156.00
10	HMA PAVEMENT SAMPLES AND TESTING	1.00	ALW	1,500.00	1,500.00	-	-	-	-	0%	1,500.00
11	SITE PREPARATION / MOBILIZATION	1.00	LS	35,000.00	35,000.00	0.50	17,500.00	-	17,500.00	50%	17,500.00
12	TRAFFIC CONTROL / BARRICADES	1.00	LS	5,500.00	5,500.00	0.50	2,750.00	-	2,750.00	50%	2,750.00
13	REMOVE TREES - 12" TO 24"	4.00	EA	940.00	3,760.00	4.00	3,760.00	-	3,760.00	100%	-
14	DITCH GRADING AND SHOULDER CONSTRUCTION	36.40	STA	390.00	14,196.00	-	-	-	-	0%	14,196.00
15	PERFORM COLD PLANING - ASPHALT	10,360.00	SY	1.85	19,166.00	-	-	-	-	0%	19,166.00
16	CONSTRUCT ASPHALT BASE COURSE SLX COURSE PG58-34	800.00	TON	105.00	84,000.00	560.00	58,800.00	-	58,800.00	70%	25,200.00
17	CONSTRUCT ASPHALT SURFACE COURSE SLX PG58-34	1,702.00	TON	95.50	162,541.00	-	-	-	-	0%	162,541.00
18	COMPACTION TESTING	1.00	ALW	1,000.00	1,000.00	-	-	-	-	0%	1,000.00
19	STORM SEWER EXTENSION - 30-INCH CMP	10.00	LF	166.00	1,660.00	10.00	1,660.00	-	1,660.00	100%	-
20	STORM SEWER EXTENSION - 36-INCH RCP	15.00	LF	315.00	4,725.00	-	-	-	-	0%	4,725.00
21	STORM SEWER COLLAR	2.00	EA	880.00	1,760.00	1.00	880.00	-	880.00	50%	880.00
22	EARTHWORK - EMBANKMENT OFF-SITE BORROW	1,500.00	CY	16.50	24,750.00	324.22	5,349.63	-	5,349.63	22%	19,400.37
23	REMOVE, STOCKPILE & REPLACE TOPSOIL	600.00	CY	10.75	6,450.00	-	-	-	-	0%	6,450.00
24	PERMANENT SEEDING	1.00	AC	3,450.00	3,450.00	-	-	-	-	0%	3,450.00
25	ROLLED EROSION CONTROL	4,000.00	SY	1.25	5,000.00	-	-	-	-	0%	5,000.00
26	HMA PAVEMENT SAMPLES AND TESTING	1.00	ALW	3,000.00	3,000.00	-	-	-	-	0%	3,000.00
27	CONSTRUCTION STAKING	1.00	ALW	5,000.00	5,000.00	-	-	-	-	0%	5,000.00
Original Contract Totals					\$ 793,190.40		\$ 484,671.43	\$ -	\$ 484,671.43	61%	\$ 308,518.97

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Valley, Nebraska	Owner's Project No.:	1
Engineer:	EAGLE ENGINEERING GROUP	Engineer's Project No.:	23-62
Contractor:	Western Engineering Company, Inc.	Contractor's Project No.:	
Project:	Maple Road HMA Overlay & Ginger Woods HMA Base Widening & Overlay		
Contract:	Maple Road HMA Overlay & Ginger Woods HMA Base Widening & Overlay, Valley, NE		

Application No.: 2 Application Period: From 06/11/24 to 06/28/24 Application Date: 07/01/24

A	B	C	D	E	F	G	H	I	J	K	L	
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)					
Change Orders												
28	STREET SIGNS & POSTS MATERIALS		LS		-		-	-	-		-	
					-		-	-	-		-	
					-		-	-	-		-	
					-		-	-	-		-	
					-		-	-	-		-	
					-		-	-	-		-	
					-		-	-	-		-	
					-		-	-	-		-	
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					-		-	-	-		-	
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					-		-	-	-		-	
					-		-	-	-		-	
					-		-	-	-		-	
					-		-	-	-		-	
Change Order Totals					\$	-	\$	-	\$	-	\$	-
Original Contract and Change Orders												
Project Totals					\$	793,190.40	\$	484,671.43	\$	-	\$	484,671.43
										61%	\$	308,518.97

RESOLUTION NO. 2024-42

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

The Application for Payment filed with the Clerk by the special engineer of the project, showing the amount of material furnished and work performed in the City under contract heretofore from **Vrba Construction Inc.** for **Val-haven (Southwest No. 2) and Ginger Woods Lift Station No. 2 lift station improvements** and the statements of the engineer and others set out below are hereby approved and the Council finds that the materials therein set out have been furnished and have been received by the City and work has been performed and claim therefor is hereby submitted as follows:

1. ORIGINAL CONTRACT PRICE	<u>\$348,020.00</u>
2. Net change by Change Orders	<u>(\$56,219.00)</u>
3. Current Contract Price (Line 1 + 2)	<u>\$291,801.00</u>
4. TOTAL COMPLETED AND STORED TO DATE (Column G Lump Sum Total & Column J Unit Price Total)	<u>\$109,211.00</u>
5. RETAINAGE:	
a. 10% x \$0.00 Work Completed	<u>\$0.00</u>
b. 10% x \$109,211.00 Stored Material	<u>\$10,921.10</u>
c. Total Retainage (Line 5.a + Line 5.b)	<u>\$10,921.10</u>
6. AMOUNT ELIGIBLE TO DATE (Line 4 + Line 5.c)	<u>\$98,289.90</u>
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	<u>\$35,100.00</u>
8. AMOUNT DUE THIS APPLICATION	<u>\$63,189.90</u>
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 – Line 4)	<u>\$182,590.00</u>

PAYMENT OF: \$63,189.90

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

VRBA CONSTRUCTION, INC. \$63,189.90

PASSED AND APPROVED THIS 9TH DAY OF JULY 2024.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

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>22-93</u>
Contractor: <u>Vrba Construction Inc.</u>	Contractor's Project No.: <u>n/a</u>
Project: <u>Valhaven (SW No. 2) And Ginger Woods No. 2 Lift Station Improvements</u>	
Contract: <u>Valhaven (SW No. 2) And Ginger Woods No. 2 Lift Station Improvements</u>	
Application No.: <u>2</u>	Application Date: <u>6/26/2024</u>
Application Period: From <u>6/15/2023</u>	to <u>6/15/2024</u>

1. Original Contract Price	\$	348,020.00
2. Net change by Change Orders	\$	(56,219.00)
3. Current Contract Price (Line 1 + Line 2)	\$	291,801.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	109,211.00
5. Retainage		
a. <u>10%</u> X <u>\$ -</u> Work Completed	\$	-
b. <u>10%</u> X <u>\$ 109,211.00</u> Stored Materials	\$	10,921.10
c. Total Retainage (Line 5.a + Line 5.b)	\$	10,921.10
6. Amount eligible to date (Line 4 - Line 5.c)	\$	98,289.90
7. Less previous payments (Line 6 from prior application)	\$	35,100.00
8. Amount due this application	\$	63,189.90
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	182,590.00

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:** 6/26/2024

Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: <u>Project Manager</u>	Title: <u>Mayor</u>
Date: <u>6/28/2024</u>	Date: <u>7/9/2024</u>
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Valley, Nebraska	Owner's Project No.:	n/a
Engineer:	EAGLE ENGINEERING GROUP	Engineer's Project No.:	22-93
Contractor:	Vrba Construction Inc.	Contractor's Project No.:	n/a
Project:	Valhaven (SW No. 2) And Ginger Woods No. 2 Lift Station Improvements		
Contract:	Valhaven (SW No. 2) And Ginger Woods No. 2 Lift Station Improvements		

Application No.: 2 **Application Period:** From 06/15/23 to 06/15/24 **Application Date:** 06/26/24

A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
Original Contract									
		348,020.00				-	0%	348,020.00	
	Ginger Woods Pumps, Rails, Relay, Hatch				19,500.00	19,500.00		(19,500.00)	
	Valhaven Pumps, Rails, Relay, Hatch				19,500.00	19,500.00		(19,500.00)	
	Control Panel				53,410.00	53,410.00		(53,410.00)	
						-		-	
						-		-	
						-		-	
						-		-	
						-		-	
						-		-	
						-		-	
						-		-	
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						-		-	
						-		-	
						-		-	
						-		-	
						-		-	
						-		-	
Original Contract Totals		\$ 348,020.00	\$ -	\$ -	\$ 92,410.00	\$ 92,410.00	27%	\$ 255,610.00	

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Valley, Nebraska	Owner's Project No.:	n/a
Engineer:	EAGLE ENGINEERING GROUP	Engineer's Project No.:	22-93
Contractor:	Vrba Construction Inc.	Contractor's Project No.:	n/a
Project:	Valhaven (SW No. 2) And Ginger Woods No. 2 Lift Station Improvements		
Contract:	Valhaven (SW No. 2) And Ginger Woods No. 2 Lift Station Improvements		

Application No.: 2 **Application Period:** From 06/15/23 to 06/15/24 **Application Date:** 06/26/24

A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
Change Orders									
CO-01	Value Engineering (Revise lift station encl to valve pit)	(73,020.00)				-	0%	(73,020.00)	
CO-02	Electrical Equipment - Ginger Woods and Valhaven	16,801.00			16,801.00	16,801.00	100%	-	
						-		-	
						-		-	
						-		-	
						-		-	
						-		-	
						-		-	
						-		-	
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						-		-	
						-		-	
						-		-	
						-		-	
Change Order Totals		\$ (56,219.00)	\$ -	\$ -	\$ 16,801.00	\$ 16,801.00	-30%	\$ (73,020.00)	
Original Contract and Change Orders									
Project Totals		\$ 291,801.00	\$ -	\$ -	\$ 109,211.00	\$ 109,211.00	37%	\$ 182,590.00	

Change Order No. 1

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>22-78</u>
Contractor:	<u>NL&L Concrete</u>	Contractor's Project No.:	<u>n/a</u>
Project:	<u>Stillwater Phase 1 - Paving and Storm Sewer Improvements</u>		
Contract Name:	<u>Stillwater Phase 1 - Paving and Storm Sewer Improvements Valley, NE</u>		
Date Issued:	<u>July 3, 2024</u>	Effective Date of Change order:	<u>July 9, 2024</u>

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

Description:
Adjust final quantities for as constructed conditions
Add curb inlet on private paving as directed by Developer

Attachments: [List documents supporting change]
Attachment No. 1 To Change Order No. 1

Change in Contract Times
[State Contract Times as either a specific date or a number of days]

Change in Contract Price		Change in Contract Times	
Original Contract Price:	Original Contract Times:	Substantial Completion:	<u>August 1, 2023</u>
\$ <u>\$174,996.50</u>	Ready for Final Payment:	<u>August 31, 2023</u>	
Increase (Decrease) from previously approved Change Orders No. - to No. - :	Increase (Decrease) from previously approved Change Orders No. - to No. - :	Substantial Completion:	<u>0</u>
\$ <u>\$0.00</u>	Ready for Final Payment:	<u>0</u>	
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:	Substantial Completion:	<u>August 1, 2023</u>
\$ <u>\$174,996.50</u>	Ready for Final Payment:	<u>August 31, 2023</u>	
Increase (Decrease) of this Change Order:	Increase (Decrease) this Change Order:	Substantial Completion:	<u>315</u>
\$ <u>(\$11,115.25)</u>	Ready for Final Payment:	<u>305</u>	
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:	Substantial Completion:	<u>June 11, 2024</u>
\$ <u>\$163,881.25</u>	Ready for Final Payment:	<u>July 1, 2024</u>	

Recommended by Engineer (if required)

Accepted By Contractor

By: _____
Title: Project Manager
Date: 7/2/2024

By: _____
Title: _____
Date: _____

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____
Title: Mayor
Date: 7/9/2024

By: _____
Title: _____
Date: _____

Attachment No. 1 to Change Order No.: 1

Project: **Stillwater Phase 1 - Paving and Storm Sewer Improvements**

Dated: **July 3, 2024**

Project No. **22-78**

ITEM NO.	DESCRIPTION OF WORK	UNIT PRICE	UNITS	CONTRACT QUANTITY	ACTUAL CONSTRUCTED QUANTITY	QUANTITY CHANGE	CHANGE IN CONTRACT PRICE
3	SURFACE OVERLAY, HMA SLX PG 58V-34	\$163.00	TON	435	353.3	-81.8	-\$13,325.25
5	CONSTRUCT 30-INCH COMBINATION CONCRETE CURB AND GUTTER	\$65.00	LF	750	710.0	-40.0	-\$2,600.00
7	CONSTRUCT CURB INLET, TYPE III (18")	\$4,900.00	EA	3	2.0	-1.0	-\$4,900.00
8	CONSTRUCT CURB INLET, TYPE III (24")	\$5,300.00	EA	2	3.0	1.0	\$5,300.00
10	TESTING ALLOWANCE	\$1,200.00	ALW	1	0.0	-1.0	-\$1,200.00
11	CONSTRUCT 18" PIPE PLUG	\$800.00	EA	0	1.0	1.0	\$800.00
12	CONSTRUCT 7-INCH CONCRETE PAVEMENT	\$90.00	SY	0	9.0	9.0	\$810.00
13	MOBILIZATION AND DEWATERING	\$4,000.00	LS	0	1.0	1.0	\$4,000.00
TOTAL							-\$11,115.25

EJCDC® C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Page 2 of 2

RESOLUTION NO. 2024 – 43

WHEREAS, on or about March 17, 2023, **Stillwater Lake, L.L.C.**, a Nebraska limited liability company and the **City of Valley, Nebraska** entered into an Irrevocable Letter of Credit Agreement wherein Stillwater Lake, L.L.C. and the City of Valley agree certain funds for **Stillwater Lake, L.L.C. – Phase 1** be secured by a loan obtained by the subdivider for distribution in accordance with the terms of that Agreement.

WHEREAS, that 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 Forty-one Thousand Three Hundred Seventy-one and 88/100 dollars (\$41,371.88) is due to **NL&L Concrete, Inc.** pursuant to Contractor’s Application for Payment No. 3 as submitted by the attached invoice from Eagle Engineering Group, LLC engineers for the City of Valley; and

WHEREAS, the sum of One Thousand Nine Hundred Seventy-eight and 91/100 dollars (\$1,978.91) is due to the **City of Valley**, as submitted by the attached invoices 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 **NL&L Concrete, Inc.** the sum of Forty-one Thousand Three Hundred Seventy-one and 88/100 dollars (\$41,371.88) as payment due pursuant to Contractor’s Application for Payment No. 1 for **Stillwater Lake, L.L. C. Phase 1 – Paving and Storm Sewer improvements.**
2. United Republic Bank is hereby authorized and direct to disburse to **City of Valley** the sum of One Thousand Nine Hundred Seventy-eight and 91/100 dollars (\$1,978.91) as payment due for **Stillwater Lake, L.L.C. Phase 1 – engineer fees.**

PASSED AND APPROVED THIS 9TH OF JULY 2024.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

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>22-78</u>
Contractor: <u>NL&L Concrete</u>	Contractor's Project No.: <u>n/a</u>
Project: <u>Stillwater Phase 1 - Paving and Storm Sewer Improvements</u>	
Contract: <u>Stillwater Phase 1 - Paving and Storm Sewer Improvements Valley, NE</u>	
Application No.: <u>3</u>	Application Date: <u>7/2/2024</u>
Application Period: From <u>5/6/2024</u> to <u>6/15/2024</u>	

1. Original Contract Price	\$ <u>174,996.50</u>
2. Net change by Change Orders	\$ <u>(11,770.25)</u>
3. Current Contract Price (Line 1 + Line 2)	\$ <u>163,226.25</u>
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ <u>163,226.25</u>
5. Retainage	
a. <u>0%</u> X \$ <u>163,226.25</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>163,226.25</u>
7. Less previous payments (Line 6 from prior application)	\$ <u>121,854.37</u>
8. Amount due this application	\$ <u>41,371.88</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: NL&L Concrete

Signature: _____ **Date:** 7/2/2024

Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: <u>Project Manager</u>	Title: <u>Mayor</u>
Date: <u>7/3/2024</u>	Date: <u>7/9/2024</u>
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Valley	Owner's Project No.:	n/a
Engineer:	EAGLE ENGINEERING GROUP	Engineer's Project No.:	22-78
Contractor:	NL&L Concrete	Contractor's Project No.:	n/a
Project:	Stillwater Phase 1 - Paving and Storm Sewer Improvements		
Contract:	Stillwater Phase 1 - Paving and Storm Sewer Improvements Valley, NE		

Application No.: 3		Application Period: From 05/06/24 to 06/15/24				Application Date: 07/02/24					
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
1	SITE PREPARATION / MOBILIZATION	1.00	LS	8,000.00	8,000.00	1.00	8,000.00	-	8,000.00	100%	-
2	TRAFFIC CONTROL / BARRICADES	1.00	LS	3,200.00	3,200.00	1.00	3,200.00	-	3,200.00	100%	-
3	SURFACE OVERLAY, HMA SLX PG 58V-34	435.00	TON	163.00	70,905.00	353.25	57,579.75	-	57,579.75	81%	13,325.25
4	COLD MILLING	2,653.00	SY	5.50	14,591.50	2,653.00	14,591.50	-	14,591.50	100%	-
5	CONSTRUCT 30-INCH COMBINATION CONCRETE CURB AND	750.00	LF	65.00	48,750.00	710.00	46,150.00	-	46,150.00	95%	2,600.00
6	SAWCUT PAVEMENT	50.00	LF	7.00	350.00	50.00	350.00	-	350.00	100%	-
7	CONSTRUCT CURB INLET, TYPE III (18")	3.00	EA	4,900.00	14,700.00	2.00	9,800.00	-	9,800.00	67%	4,900.00
8	CONSTRUCT CURB INLET, TYPE III (24")	2.00	EA	5,300.00	10,600.00	2.00	10,600.00	-	10,600.00	100%	-
9	STAKING ALLOWANCE	1.00	ALW	2,700.00	2,700.00	1.00	2,700.00	-	2,700.00	100%	-
10	TESTING ALLOWANCE	1.00	ALW	1,200.00	1,200.00	-	-	-	-	0%	1,200.00
Original Contract Totals					\$ 174,996.50		\$ 152,971.25	\$ -	\$ 152,971.25	87%	\$ 22,025.25
Change Orders											
11	CONSTRUCT 18" PIPE PLUG	1.00	EA	1,600.00	1,600.00	1.00	1,600.00	-	1,600.00	100%	-
12	REMOVE AND REPLACE 7-INCH CONCRETE PAVEMENT	9.00	SY	95.00	855.00	9.00	855.00	-	855.00	100%	-
13	CONSTRUCT CURB INLET, TYPE III (24"), EXTRA DEPTH	1.00	LS	7,800.00	7,800.00	1.00	7,800.00	-	7,800.00	100%	-
14	CHANGE ORDER NO. 1	(1.00)	LS	22,025.25	(22,025.25)		-	-	-	0%	(22,025.25)
Change Order Totals					\$ (11,770.25)		\$ 10,255.00	\$ -	\$ 10,255.00	-87%	\$ (22,025.25)
Original Contract and Change Orders											
Project Totals					\$ 163,226.25		\$ 163,226.25	\$ -	\$ 163,226.25	100%	\$ -



Eagle Engineering Group LLC

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

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

INVOICE

INVOICE DATE: 7/3/2024
INVOICE NO: 2258
BILLING THROUGH: 7/3/2024

22-78 - Valley NE Stillwater Phase 1 Street Paving Improvements - PO #:100-10-11-5720-0900

Managed By: Gregory E Perry

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
22-78 - Construction Engineering - Contract Administration	\$1,180.00	100.00	\$1,180.00	\$1,003.00	\$177.00
22-78 - Construction Engineering - Project Representative	\$4,100.00	100.00	\$4,100.00	\$3,690.00	\$410.00
22-78 - Project Closeout	\$590.00	100.00	\$590.00	\$0.00	\$590.00
TOTAL	\$5,870.00		\$5,870.00	\$4,693.00	\$1,177.00

22-78 - CONSTRUCTION ENGINEERING - ADDITIONAL SERVICES

TITLE	HOURS	RATE	AMOUNT
Design Engineer I	3.75	\$104.000	\$390.00
Project Manager	1.50	\$175.000	\$262.50
TOTAL SERVICES	5.25		\$652.50
TOTAL (Additional Services related to Construction Engineering)	5.25		\$652.50

EXPENSES

EXPENSE	DESCRIPTION	AMOUNT
Mileage:	IRS Mileage	\$149.41
TOTAL EXPENSES		\$149.41
SUBTOTAL		\$1,978.91
AMOUNT DUE THIS INVOICE		\$1,978.91

This invoice is due on 8/2/2024