

AGENDA
VALLEY CITY COUNCIL
Tuesday, November 12, 2024
City Hall
203 North Spruce
Valley, NE 68064
7:00 PM

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Proof of Publication**
5. **Visitors/Correspondence**

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.

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

All agenda items on the consent agenda and will be acted on in a single motion. Consent agenda items are being forwarded to the Council Members. Any individual item may be removed by a council member for special discussion and consideration.

7.A. Approve Minutes of October 8, 2024 City Council meeting

7.B. Approve Treasurer's Report

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

7.D. Approve October Payroll \$97,132.67 and IRA \$3,199.76

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

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

7.E. Accept October Keno Receipts \$6,304.36

7.F. Accept PeopleService Inc., Report

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

- September 19, 2024 Library minutes
- October Library statistics
- November 7, 2024 Cemetery minutes
- November 4, 2024 Tree Board minutes

8. **Officer Scheer certificate of appreciation**
9. **Waterloo-Valley Recreation, Inc. consideration and approval of application for Special Designated Liquor License for Post 58 Baseball Fundraiser**
10. **Certificate of City Street Superintendent consideration and approval of Resolution No. 2024-59 Year-end Certificate of City Street Superintendent**
11. **Nebraska Department of Transportation consideration and approval of Agreement Renewal No. 132 for snow removal on Highway 64 outside City limits.**
12. **Resolution No. 2024-61 presentation and approval of Assignment of Agreement relating to the purchase of the fire department building**
13. **Resolution No. 2024-62 presentation and approval of Site Lease and Lease Agreement**
14. **Con Amor, LLC consideration and approval of application for a liquor license**
 - **Review**
 - **Open Public Hearing**
 - **Close Public Hearing**
15. **One and Six Year Street Plan consideration and approval of One and Six Year Street Plan**
 - **Review**
 - **Open Public Hearing**
 - **Close Public Hearing**
16. **Ordinance No. 825 consideration and approval amending Valley Municipal Code relating to bow-hunting, trap shooting and the discharge of other projectiles within the corporate limits of the City**

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17. **Ordinance No. 826 consideration and approval to annex and extend the corporate limits of the City of Valley to include certain real estate as described therein - Still Water Lake, LLC - FIRST READING**
18. **Prominence Global (Catalina) consideration and approval of Redevelopment Plan**
 - **Review**
 - **Open Public Hearing**
 - **Close Public Hearing**
 - **Resolution No. 2024-60**
19. **Motion to recess as Valley City Council and convene as Community Development Agency**
20. **Prominence Global (Catalina) consideration and approval of detachment of Residential SID Parcel Ordinance No. 823**
21. **Prominence Global (Catalina) consideration and approval of Final Plat (Phase 1)**
 - **Review**
 - **Open Public Hearing**
 - **Close Public Hearing**
 - **Motion to approve**
22. **Prominence Global (Catalina) consideration and approval of Rezoning (Phase 1)**
 - **Review**
 - **Open Public Hearing**
 - **Close Public Hearing**
 - **Ordinance No. 824**
23. **Prominence Global (Catalina) consideration and approval of Subdivision Agreement**
24. **PeopleService - update**
25. **Water Improvement Project consideration and approval of Change Order No. 4 from Onyx Blasting & Coating LLC to furnish and install a new 22 mil vinyl condensation blanket beneath the bowl of the tank and inside the drywall for an increase in the amount of \$11,580.00**
26. **City Engineer**
 - 26.A. **Water Treatment Plant Expansion**

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26.A.1. Review of Bids Received November 5

26.A.2. Consideration and action to award contract

27. City Attorney

28. Mayor's Report

29. Upcoming Items

- Valley Days Planning Meeting: No meeting
- Planning Commission: November 19, 2024
- Downtown Valley Christmas Tree Lighting & Holiday Market November 30, 2024

30. Adjourn

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**CITY OF VALLEY
NOTICE OF HEARING
OF APPLICATION
CLASS C LIQUOR LICENSE**

Notice is hereby given that pursuant to Neb. Rev. Stat. § 53-134, a hearing will be held on **November 12, 2024** at **7:00 p.m.**, by the Governing Body of the City of Valley, Douglas County, Nebraska, at **Valley City Hall**, on the Class C liquor license application of **Con Amor LLC dba Con Amor Latin Kitchen** and the manager application of **Elizabeth Salguero** at the following location to-wit:

**215 North Spruce Street
Valley, NE**

at which hearing the Governing Body will receive evidence under oath from any person bearing upon the propriety of issuing such license and manager application.

CITY OF VALLEY
Christie Donnermeyer, City Clerk

10/31 ZNEZ



Proof of Publication

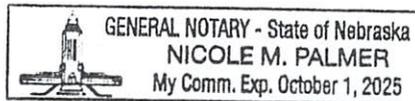
JASON W. HUFF, Publisher

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

JASON W. HUFF, 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:

10/31/24

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 \$27.33

Additional Copies \$ _____

Filing Fee \$ _____

Total \$27.33

Jason W. Huff

Subscribed in my presence and sworn to before me this OCTOBER 31 2024

Nicole M. Palmer

Notary Public in and for
Douglas County, State of Nebraska

Brooklyne Daily Record

Published Daily Except on Sundays

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Brooklyne, N.Y.

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Brooklyne Daily Record Company

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Brooklyne Daily Record Company

CITY OF VALLEY
NOTICE OF MEETING
TUESDAY, NOVEMBER 12, 2024,
AT 7:00 P.M.
VALLEY CITY HALL
203 N. SPRUCE STREET, VALLEY, NE

Notice is hereby given that a meeting of the City Council of the City of Valley, Nebraska will be held on **Tuesday, November 12, 2024** at **7:00 p.m.** at **Valley City Hall**.

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

1. One- and Six-Year Street Plan (2025) for the City of Valley, Nebraska
2. Prominence Global, LLC (Catalina)
 - Consideration of Final Plat
 - Consideration of Rezoning

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

Christie Donnermeyer, City Clerk

10/31 ZNEZ



The Daily Record

Proof of Publication

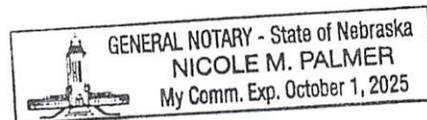
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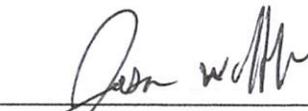


Publisher's Fee \$28.00

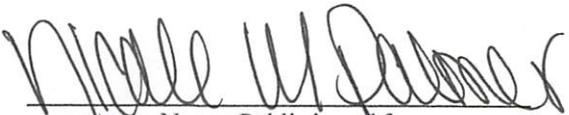
Additional Copies \$ _____

Filing Fee \$ _____

Total \$28.00



 Subscribed in my presence and sworn to before
 me this OCTOBER 31 2024



 Notary Public in and for
 Douglas County, State of Nebraska

Daily Record

Published Daily

MINUTES
REGULAR MEETING
October 8, 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 Attorneys Jeff Farnham and Andrea Griffin, City Administrator Cameron Gales, Clerk Christie Donnermeyer, Building Inspector Rune van den Boogaart.

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. No one spoke.

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

7. Consent Agenda Council member Batchner moved to approve the consent agenda. TenEyck seconded. Batchner. YES: TenEyck, Lewis, and Ueckert. NO: no one. Motion carried. Items on the consent agenda were Treasurer's Report, Sept. Payroll \$106410.64 & IRA \$8683.18; Keno Receipts \$7589.16; PeopleService Report, Minutes and/or statistics of the following boards and/or committees: Sept. Cemetery; July Library minutes; Sept. Library statistics; Aug. Planning Commission minutes; and the following bills: **Services/Utilities/Insurance/Memberships:** Accufund 2565.00; AFLAC 324.78; Baker & Taylor 841.25; Black Hills Energy 363.27; CenturyLink 40.46; Cintas 361.90; Creative Planning 2235.00; DataShield 95.00; Diamond Maps 408.00; Electric Pump 2121.25; Farnham & Griffin 9286.08; First Neb Bank 1437.26; FiveNines 4583.30; FP Finance 152.95; Great Plains 919.20; Host Coffee 29.96; JD Financial 298.06; JEO Consulting 1828.75; LARM 136487.85; Michael Matzen 825.00; NDEE 1031.25; Neb Library Assn 60.00; Neb Sweeping 3288.54; Olmsted & Perry 2755.00; OPPD 20339.34; PeopleService 33485.00; Retirement Plan Consultants 2437.51; The Daily Record 811.60; Vrba Const 51,168.16; Wast Connections 295.82; Waste Management 44.64; YMCA 60.00; **Supplies/Equipment:** Amazon Business 1132.66; Bauer Built 898.24; Bound to Stay Bound 310.87; Cappel Auto 461.60; CK Parking Lot 15250.00; Code 2 Canine Services 1311.81; Core & Main 5164.00; Eakes 220.63; Gene Steffey 82.62; H&K Concrete 3180.00; Love's 2183.24; Leak Investigators 675.00; Menards-Elkhorn 22.98; Menards-Fremont 207.29; Midwest Tape 222.18; Rob's Oil 3376.88; Sunset Law Enforcement 6164.10; Valley Ace Hardware 48.92; Wiese Plumbing 3801.37; **Bond/TIF Payments:** FNB/Bond 5962.50; FNB/Bond 5962.50; Mallard 124863.53; Bluewater 280142.10; **Reimburse/Refund:** Art of Craftsman 1300.00; Bell, L 91.75; Beutler, C 112.43; Bliss, Q 10.00; BW Hwy LLC 13.13; Chambliss, M 21.37; Charles Thomas 1150.00; Colony Homes 87.47; Curt Hofer 150.00; Desperado Farms 1000.00; G Lee Homes 1000.00; Graham T 87.47; Grundman C 56.97;

Icon Homes 150.00; Ken Oster Homes 150.00; Landmark 384.00; Larry Peterson Const 150.00; MacLaughlin, V 24.52; Mangold, R 26.47; Maxim Ent 1000.00; Midwest Dwellings 2300.00; Ohri, S 160.00; Prairie Homes 150.00; Quismondo, D 89.79; Rustic8 LLC 13.83; Sierra Homes 1000.00; Sorys 500.00; Sunde, V 10.00; Williams, L 105.60;

8. First Nebraska Bank – approval of First Nebraska Bank as official depository, annual action to meet statutory requirements. Council member Lewis moved to approve First Nebraska Bank as the official depository for the City of Valley. Batchter seconded. YES: Batchter, Lewis, TenEyck, and Ueckert. NO: no one. Motion carried.

9. Veterans of Foreign Wars Post 9897 consideration and approval of Applications for Special Designated Liquor License for fundraisers on 01/18/2025, 02/15/2025, 03/15/2025, 04/19/2025, 05/17/2025, and 06/21/2025. Council member Lewis moved to approve Veterans of Foreign Wars Post 9897 request for Special Designated Liquor Licenses for fundraisers on 01/18/2025, 02/15/2025, 03/15/2025, 04/19/2025, 05/17/2025, and 06/21/2025. Ueckert seconded. YES: Batchter, Lewis, TenEyck, and Ueckert. NO: no one. Motion carried.

Mayor Grove turned the meeting over to Council President John Batchter for the next agenda item number 10.

10. Valley Days Foundation consideration and approval of street closure request for Valley Christmas Tree Lighting & Holiday Market Saturday, Nov. 30, 2024 – Angela Exstrom, 502 S. Park Ave., addressed Council with the street closure request of Spruce Street from 2nd Street to Gardiner Street from 4:00 p.m. to 7:30 p.m. on Saturday November 30. 2nd Street from Spruce Street to the Post Office from noon Saturday, November 30 until noon on Monday, December 2 and requested public works place barricades at the respective intersections on Wednesday, November 27. Council member Lewis moved to approve the street closure for the Christmas Tree Lighting and Holiday Market on the dates and times indicated. Ueckert seconded. YES: Batchter, Lewis, TenEyck, and Ueckert. NO: no one. Motion Carried.

11. Operation Green Light for Veterans consideration and approval of Resolution No. 2024-54 Supporting Operation Green Light for Veterans – Council member Lewis moved for passage of Resolution NO. 2024-54 Operation Green Light for Veterans. Ueckert seconded. YES: Batchter, Lewis, TenEyck, and Ueckert. NO: no one. Motion Carried.

12. DC West Community Schools consideration and approval of waiver from site design standards – The Building Inspector addressed Council stating that the waiver request was created just for instances like the waiver the School is requesting. Casey Painter with BCDM Architects addressed Council questions and further explained the design. Council member TenEyck moved to approve the site design standard waiver request. Lewis seconded. YES: Batchter, Lewis, TenEyck, and Ueckert. NO: no one. Motion Carried.

13. Still Water Lake LLC Phase 1 consideration and approval of Resolution No. 2024-55 releasing ILOC funds – Council member Batchter moved for passage of Resolution No. 2024-55

releasing the ILOC funds. 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.

14. Still Water Lake LLC Phase 2 consideration and approval of Resolution No. 2024-56 releasing ILOC funds – Council member Batcher moved for passage of Resolution No. 2024-56 releasing the ILOC funds. 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.

Public Hearings

15. Prominence Global (Catalina)

15.A Ordinance No. 822 - consideration and approval of amendment to future land use map. Mayor Grove opened the public hearing. The Building Inspector addressed Council regarding the need for the amendment and recommending approval of same. Mayor Grove closed the public hearing. **Ordinance No. 822** AN ORDINANCE TO AMEND THE FUTURE LAND USE MAP CONTAINED WITHIN THE CITY OF VALLEY, NEBRASKA'S COMPREHENSIVE PLAN AS FOUND ON PAGE 80 OF SAID COMPREHENSIVE PLAN AS FIGURE 10.5 RELATING TO PART OF THE NE1/4 OF THE NW1/4 AND ALSO PART OF THE SE1/4 OF THE NW1/4, AND PART OF THE SW1/4 OF THE NW1/4, AND PART OF NW1/4 OF THE NW1/4, ALONG WITH PART OF THE NE1/4 OF THE NE1/4, AND ALSO PART OF THE SE1/4 OF THE NE1/4, AND ALSO PART OF THE SW1/4 OF THE NE1/4, AND ALSO PART OF THE NW1/4 OF THE NE1/4, AND ALSO PART OF THE NW1/4 OF THE SE1/4, AND ALSO PART OF THE SE1/4 OF THE NW1/4, , ALL LOCATED IN SECTION 32, TOWNSHIP 16 NORTH, RANGE 10 EAST 6th P.M., DOUGLAS COUNTY, NEBRASKA; 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 introduce Ordinance No. 822 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 Council member Batcher moved that the statutory rule requiring reading on three different days be suspended. 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.

15.B Resolution No. 2024-57 – consideration and approval of Blight/Substandard designation. Attorney Brent Beller of Fullenkamp, Jobeun, Johnson & Beller, LLP addressed Council questions regarding the Blight/Substandard study. Mayor Grove opened the public hearing. No one spoke. Mayor Grove closed the public hearing. Council member Batcher moved for passage of Resolution No. 2024-57. 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.

15.C – Council member TenEyck moved to recess and convene as the Community Development Agency. Batcher seconded. YES: Batcher, Lewis, TenEyck and Ueckert: NO: no one. Motion carried.

16. PeopleService – update. No update was given.

17. City Engineer - Greg Perry reviewed ongoing projects.

Council member TenEyck moved for passage of Resolution No. 2024-58 approving application for payment no. 3 (final) in the amount of \$22,498.10 from Vrba Construction for the Ginger Cove Lift Station No. 3 upgrades. Batcher seconded. YES: Batcher, TenEyck, Lewis, and Ueckert. NO: no one. Motion carried. A true, correct, and complete copy of said Resolution is on file at City Hall.

Council member Lewis moved to approve advertising for bids for the water treatment plant expansion project. Batcher seconded. Ueckert seconded. YES: Batcher, Lewis, TenEyck, and Ueckert. NO: no one. Motion Carried.

Status and updates were given on the following projects: Val-haven (Southwest No. 2) and Ginger Woods No. 2 Lift Station improvements; Valley Lakes Business Park; and Catalina (Prominence Global).

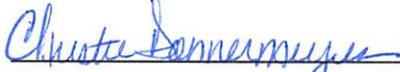
18. City Attorney Jeff Farnham gave updates on the following: Prominence Global (Catalina) project; personnel matters; miscellaneous matters; facilities corporation; closing on the fire department building purchase; and Valley Lakes Business park plating and TIF request.

19. Mayor's Report Mayor Grove reported on the following: utility clerk starting Monday; MAPA safety audit walk; fact sheet regarding the budget and tax request is on Facebook; groundbreaking at DC West.

20. Upcoming Items Planning Commission: October 15, 2024; YMCA trunk or treat October 23 at the school parking lot.

21. Adjourn Council Member Batcher moved to adjourn. TenEyck seconded. YES: Batcher, TenEyck Lewis, and Ueckert. NO: no one, motion carried.


Cindy Grove, Mayor


Christie Donnermeyer, City Clerk

Treasurer's Report							
October 2024							
Cash							
		Balance	Net Income	Interfund	Balance	Investments	Outstanding
	Dept	9/30/2024	or (Loss)	Transfers	10/31/2024	10/31/2024	Checks
						\$14,532.47	(\$96,377.80)
General - Fund 1		\$298,242.81	-\$557,677.59	\$605,310.06	\$345,875.28		
General MM		\$248,904.69	\$92.27	(\$247,917.62)	\$1,079.34		
Pines Assessments		\$316,924.73	\$740.21		\$317,664.94		
Bond - Fund 2	021	\$460,683.78	\$9,134.22		\$469,818.00		
C D A	001	\$8,302.64	\$71,406.09	(\$78,708.73)	\$1,000.00		
		\$1,333,058.65	(\$476,304.80)	\$153,555.68	\$1,135,437.56		
City of Valley							
Pooled Cash							
Proprietary Funds							
Cash							
		Balance	Net Income	Interfund	Cash	Investments	
	Dept	9/30/2024	or (Loss)	Transfers	Balance	10/31/2024	
						\$9,777.35	
Funds							
Water/Waste - Fund	024	\$2,131,024.93	\$230,879.01	(\$347,899.19)	\$2,014,004.75		
Cap. Facility Chg.	024	\$2,035,000.08	\$11,623.83		\$2,046,623.91		
		\$4,166,025.01		(\$347,899.19)	\$4,060,628.66		
Cash							
		Balance	Net Income	Interfund	Cash		
	Dept	9/30/2024	or (Loss)	Transfers	Balance	8/30/2024	
Fund 4							
Nursing Home	050	\$992,774.95	\$2,292.69	(\$11,925.00)	\$983,142.64		
Fund 8							
Keno	056	\$337,961.10	\$7,922.81		\$345,883.91		
Fund 10							
Sales Tax	058	\$5,326,943.12	\$184,995.50		\$5,511,938.62		
ARPA							
		\$187,549.91	\$392.94	(\$2,661.25)	\$185,281.60		
		\$6,845,229.08	\$195,603.94	(\$14,586.25)	\$7,026,246.77		
Total All Funds		\$12,344,312.74	(\$280,700.86)		\$12,222,312.99	\$24,309.82	

**City of Valley
Bills**

<u>Due Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
11/13/2024	LIM CONSTRUCTION DBA EVOLVED STRUCTURES	Water deposit refund - 28510 Jessie Cir	150.00
11/13/2024	PRAIRIE HOMES	Water deposit refund - 6242 N 295th St	150.00
11/13/2024	CHARLES THOMAS HOMES	Water deposit refund - 28517 Jessie Cir	150.00
11/13/2024	Jetco	LIFT STATION COMMUNICATION ISSUES; INTERFACE NEW MAG METER W/EXISTING CONTROLS	1,871.25
11/13/2024	OPPD	ALL DEPARTMENTS 09/09/2024 - 10/09/2024	18,667.08
11/13/2024	DATASHIELD CORPORATION	POLICE DEPARTMENT - CERTIFIED DESTRUCTION SECURE CONSOLE	50.00
11/13/2024	THE DAILY RECORD	WATER TREATMENT PLANT EXPANSION - ADVERTISEMENT	381.76
11/13/2024	THE DAILY RECORD	NOTICE OF ORDINANCE #822 FUTURE LAND USE MAP	40.00
11/13/2024	THE DAILY RECORD	NOTICE OF SPECIAL MEETING - PLANNING COMMISSION	20.00
11/13/2024	THE DAILY RECORD	PLANNING COMMISSION NOTICE OF MTG - REDEVELOPMENT PLAN 11/7/2024	190.45
11/13/2024	PEOPLESERVICE INC	WATER/WASTEWATER NOVEMBER 2024 SERVICE	36,163.00
11/13/2024	WIESE PLUMBING & EXCAVATING INC	REPLACE BROKEN YARD HYDRANT AT LIFT STATION SERVICING - MALLARD LANDING	2,655.00
11/13/2024	Erickson & Brooks	2024-2025 BUDGET	11,275.00
11/13/2024	Fremont Department of Utilities	MONTHLY SERVICE CHARGE 08/28/2024 - 09/30/2024	50,842.49
11/13/2024	BLAND & ASSOCIATES	AUDIT PREP WORK YEAR ENDED 09/30/2024	9,250.00
11/13/2024	JD'S CAR WASH & DETAILING LLC	CAR WASHES	111.35
11/13/2024	JEO CONSULTING	CONSTRUCTION ADMINISTRATION	1,800.00
11/13/2024	TREKK Design Group LLC	BLUEWATER LIFT STATION #1 - 5 LOADS DUMPED	4,812.50
11/13/2024	WIESE PLUMBING & EXCAVATING INC	LOT #98 GINGER COVE - EVACUATE/INSTALL CURB STOP	2,914.00
11/13/2024	AMERICAN UNDERGROUND SUPPLY	2X #69 SCREW TYPE ADJUSTABLE RISER	153.28
11/13/2024	MIDWEST DWELLINGS LLC	Water deposit refund - 1217 Valley View	150.00
11/13/2024	YMCA OF GREATER OMAHA	Credit balance refund from 2" meter reading in cubic feet. Overpayment refund	6,667.16
11/13/2024	Host Coffee Service	SUGAR, CREAMER, DECAF, REGULAR	251.54
11/13/2024	DOUGLAS COUNTY ENVIRONMENTAL	BUILDING INSPECTIONS SEPT. 2024 ELECTRICAL INSPE. 57 ELECTRICAL PLAN 6	4,302.00
11/13/2024	CODE 2 CANINE SERVICES, LLC	DOG SITTING INCLUDING FOOD 09/21/2024 - 10/21/2024	775.00
11/13/2024	ELECTION COMMISSION/DOUGLAS COUNTY TREASURER	ELECTION COST RECOVERY 05/14/2024 PRIMARY ELECTION	370.48
11/13/2024	AFLAC	BILLING PERIOD OCTOBER 2024	426.00

11/13/2024	YMCA OF GREATER OMAHA	AUGUST 2024 MEMBERSHIPS	50.00
11/13/2024	THE DAILY RECORD	NOTICE OF MTG MINUTES 10/08/2024	94.66
11/13/2024	FELDHACKER, SCOTT	PAID FOR 1" BUT NEEDED 3/4" 09/22/2023 201-24-00-4371 - \$102.86 201-24-00-4000 - \$7.20	110.06
11/13/2024	PRAIRIE HOMES	BUILDING PERMIT REFUND 6302 N 295 ST	1,000.00
11/13/2024	KEN OSTER HOMES	BUILDING PERMIT REFUND 5305 N 290 CR	1,000.00
11/13/2024	LIM CONSTRUCTION DBA EVOLVED STRUCTURES	BUILDING PERMIT REFUND 6010 N 285 ST	1,000.00
11/13/2024	FIRST STATE NEBRASKA BANK	NURSING HOME BOND PAYMENT #124 NOV. 2024 INTEREST \$2635.64 PRINCIPAL \$3236.86	5,962.50
11/13/2024	First Nebraska Bank (Brainard)	NURSING HOME BOND PAYMENT #124 NOV. 2024 INTEREST \$2635.64 PRINCIPAL \$3326.86	5,962.50
11/13/2024	JORGENSEN, HEATHER	WATER DEPOSIT REFUND 8002 N 281 AV	53.24
11/13/2024	LIM CONSTRUCTION DBA EVOLVED STRUCTURES	WATER DEPOSIT REFUND 6010 N 285 ST	150.00
11/13/2024	LOVE'S TRAVEL STOPS & COUNTRY STORE	ACCOUNT 3548803 FUEL INVOICES: 6010813371, 6010861436, 6010961996, 6011038546, 6011116707, 6011198228, 6011274085, 6011350326, 6011429330, 6011877215, 6011947805, 6012019469, 6012089776 6012160567 07/01/2024 -11/04/2024	3,164.94
11/13/2024	LOVE'S TRAVEL STOPS & COUNTRY STORE	ACCOUNT # 3573399 INVOICES: 6011874487, 6011947522, 6012019578, 6012090825, 9012161927 INVOICE DATES: 10/07/2024 - 11/04/2024 POLICE 52, 53, 54	717.90
11/13/2024	FIVE NINES TECHNOLOGY GROUP INC	ADOBE ACROBAT SUBSCRIPTION LICENSES X4 1 YEAR	1,151.52
11/13/2024	FIVE NINES TECHNOLOGY GROUP INC	HP PRINTER REPLACEMENT FOR DOUG	354.53
11/13/2024	FIVE NINES TECHNOLOGY GROUP INC	AGREEMENT FIVE NINES MANAGED SERVICE AGREEMENT	5,293.27
11/13/2024	Michael Matzen	CITY HALL/LIBRARY OCTOBER 2024 CLEANING	825.00
11/13/2024	FP FINANCE PROGRAM	AGREEMENT POSTAGE EQUIPMENT	152.95
11/13/2024	VRBA Construction	REPAIRED 6" WATER LINE AT N 3RD & WEST SPRUCE	4,714.00

11/13/2024	FARNHAM & GRIFFIN, P.C., L.L.O.	CITY OF VALLEY LEASING CORPORATION EMAILS/CALLS/REVIEW	1,382.50
11/13/2024	FARNHAM & GRIFFIN, P.C., L.L.O.	ELKHORN ATHLETIC ASSOCIATION MEETINGS/CONFERENCE CALLS/EMAILS	402.50
11/13/2024	FARNHAM & GRIFFIN, P.C., L.L.O.	FLATWATER ESTATES EMAILS	122.50
11/13/2024	FARNHAM & GRIFFIN, P.C., L.L.O.	GENERAL PHONE CALLS, ATTENDING MEETINGS, EMAILS, MEETING PREP, RESEARCH	2,362.50
11/13/2024	FARNHAM & GRIFFIN, P.C., L.L.O.	GLASS LAKE PREPAREING/ATTENDING MEETING	420.00
11/13/2024	FARNHAM & GRIFFIN, P.C., L.L.O.	OFFICER HEMPEL PHONE CALL, EMAIL, HEARING PREP, DRAFT LETTERS	3,930.00
11/13/2024	FARNHAM & GRIFFIN, P.C., L.L.O.	PROMINENCE GLOBAL LLC PREPARING LETTERS/RESOLUTION, PHONE CALLS, EMAILS, MEETINGS	3,412.50
11/13/2024	FARNHAM & GRIFFIN, P.C., L.L.O.	STILL WATER LAKE FILE REVIEW, LEGAL RESEARCH	297.50
11/13/2024	FARNHAM & GRIFFIN, P.C., L.L.O.	VALLEY LAKES BUSINESS PARK TIF EMAILS/PHONE CALLS	122.50
11/13/2024	FARNHAM & GRIFFIN, P.C., L.L.O.	VALLEY LANDING TIF PREPARE COST CERTIFICATION & DISBURSEMENT REQUEST	262.50
11/13/2024	FARNHAM & GRIFFIN, P.C., L.L.O.	VALLEY SUBURBAN FIRE PROTECTION DISTRICT # 5 REVIEW REVISION EASEMENT, 2022 TITLE COMMITMENT, EMAILS, PHONE CALLS, DRAFTING	704.50
11/13/2024	City of Council Bluffs	POLICE TRAINING FACILITY 2 RANGE TRAINING	150.00
11/13/2024	Host Coffee Service	WATER COOLER OCT 2024	29.96
11/13/2024	CAPPEL AUTO SUPPLY	ITASCA OUTDOORS BAR CHAIN	15.49
11/13/2024	VALLEY ACE HARDWARE	STARTER CORD CHAINSAW MS250	7.99
11/13/2024	VALLEY ACE HARDWARE	HOSE HEATER, HOSE CLAMP, COUPLE INSERT	39.29
11/13/2024	VALLEY ACE HARDWARE	TRIM BUSH, ACE BETTER ROLLER, PRTCTV ENML OIL	69.17
11/13/2024	VALLEY ACE HARDWARE	POLICE GLUE FLOOR M PURP PW BALLFIELD PRESSBOX, NAILS, WINDOW, STNBL WD FLR	87.93
11/13/2024	VALLEY ACE HARDWARE	BRASS KEY	15.96
11/13/2024	VALLEY ACE HARDWARE	KICKDOWN DOOR HOLDS	8.99
11/13/2024	LOWE'S	KT CRIMPER RATCHETING; 5G DURAMAX FLAT BASE	238.34
11/13/2024	LEAK INVESTIGATORS LLC	LEAK DETECTION, PRESSURE TEST, CAMERA DETECTION, DIVING SERVICES, TRIP CHARGE	675.00
11/13/2024	NEBRASKA MUNICIPAL CLERKS ASSOCIATION	MEMBERSHIP DUES 2023-2024 - DONNERMEYER	100.00
11/13/2024	THE DAILY RECORD	CLASS C LIQOUR LICENSE CON AMORE LLC	27.33
11/13/2024	THE DAILY RECORD	NOTICE OF MEETING CITY COUNCIL	28.00

11/13/2024	THE DAILY RECORD	MEETING COMMUNITY DEVELOPMENT AGENCY	22.00
11/13/2024	THE DAILY RECORD	NOTICE OF MEETING PUBLIC COMMENT REDEVELOPMENT PLAN PROMINENCE GLOBAL	181.74
11/13/2024	Jetco	START UP COMPLETED WEEK 09/23/2024	3,000.00
11/13/2024	Black Hills Energy	GINGER COVE LIFT STATION - 3 UPGRADES	
		NATURAL GAS ALL DEPARTMENTS	368.17
		PERIOD: 09/24/2024 - 10/24/2024	
11/13/2024	MUTUAL OF OMAHA PAYMENT PROCESSING CENTER	EMPLOYEE INSURANCE	1,018.68
		NOVEMBER 2024	
11/13/2024	TREKK Design Group LLC	CLEANING TRUCK 14 BLUE WATER LIFT STATION	1,837.50
11/13/2024	TREKK Design Group LLC	LIFT STATION #3 GINGER COVE	2,092.50
		JETVAC OPERATOR	
11/13/2024	WIESE PLUMBING & EXCAVATING INC	302 S PARK	3,016.32
		DUG UP CURB STOP	
11/13/2024	WIESE PLUMBING & EXCAVATING INC	WATER MAIN LEAK, REPLACED CORP, CONNECTED BACK TO EXISTING SERVICE, CURB STOP	6,885.00
11/13/2024	S & S Pumping Service LLC	PUMPED OUT OF LIFT STATION 6099 N 294	1,200.00
		EMERGENCY CALL 3HRS	
11/13/2024	MILLARD SPRINKLER INC	COMMERCIAL SERVICE CHARGE; HUNTER X2-600 WIFI CAPABLE CONTROLLERS	474.00
11/13/2024	SHALLBERG, TONY	REIMBURSE JULY - OCTOBER CHARGES	258.76
		MOVED OUT 07/01/2024; ON AUTO PAY	
11/13/2024	DOUGLAS COUNTY ENVIRONMENTAL	OCT. 2024	4,844.00
		BUILDING INSPECTIONS - 10	
		ELECTRICAL INSPE. 54	
		ELECTRICAL PLAN 7	
11/13/2024	Grainger	BALL HITCH W/MOUNTING KIT 2-5 16" BALL	205.97
11/13/2024	Fleet Charge	FLEETCHARGE FILTER-LUB, ELEMENT AI, AIR FILTER	224.45
11/13/2024	JD'S CAR WASH & DETAILING LLC	10/02/2024 - 10/20/2024 CAR WASHES	174.25
11/13/2024	Publication Printing	TINTED WINDOW ENVELOPES	94.30
11/13/2024	COX BUSINESS	Cox Business Services NOV. 1, 2024 - NOV 30, 2024	525.24
11/13/2024	Helena Agri-Ent LLC	PROMATE 25-2-56 W/50% N-UREA (HAE 50LB BAG)	390.72
11/13/2024	ELKHORN FENCE COMPANY	LEGION FIELD FENCE REPAIRS STORM DAMAGE	1,479.00
11/13/2024	Diamond Vogel	WHITE FED ACR TRF FD - STREETS	277.50
11/13/2024	Blizzard Boys, LLC	PLUG COVER KIT, POLY 24", HP HYDRAULIC FLUID	224.80
11/13/2024	Ace Hardware #339C	STIHL CHAIN 30"	107.98
11/13/2024	BISHOP BUSINESS	SCANNING CEMETERY, ARCHIVAL MISC	1,953.50
11/13/2024	M. S. Wiekhorst Arbor Company LLC	TOP SOIL PURCHASE FOR ARBORETUM TREE PROVIDED BY NE FOREST	313.92

11/13/2024	CINTAS CORP	LIBRARY TP REFILL AIR SVC 3X10 BLACK MAT 4X6 BLACK MAT SOAP & PAPER TOWELS	55.04
11/13/2024	CINTAS CORP	3X10/4X6 BLACK MAT	17.89
11/13/2024	CINTAS CORP	3X10/4X6 BLACK MAT	17.89
11/13/2024	CINTAS CORP	FIRST AID CABINET SHOP/POLICE/OFFICE	117.45
11/13/2024	CINTAS CORP	OFFICE/PUBLIC WORKS/POLICE 3X5 BLACK MAT - 1 4X6 LOGO MAT - 1 4X6 BLACK MAT - 4	50.91
11/13/2024	CINTAS CORP	OFFICE/PUBLIC WORKS/POLICE TP REFILL, AIR SVC, PAPER TOWELS, SOAP 3X5 BLACK MAT - 1 4X6 LOGO MAT - 1 4X6 BLACK MAT - 4	182.89
11/13/2024	Baker & Taylor	THREE HARDCOVER BOOKS	69.26
11/13/2024	Baker & Taylor	VARIOUS HARD COVER/PAPER BACK	599.88
11/13/2024	BOUND TO STAY BOUND	VARIOUS HARD COVER/PAPER BACK	188.47
11/13/2024	Eakes Office Solutions	PAPER, TONER, KEYRINGS, CERTIFICATE DOCUMENTS 9021474-0 9021474-1 9024006-0	255.14
11/13/2024	CREATIVE PLANNING	INV 596764 - POLICE DEPT COPIER TRESURER FY 24 PER AGREEMENT OCTOBER PROGRESS BILL	1,500.00
11/13/2024	CENTURYLINK	LOCAL SERVICE 10/24/2024 - 11/23/2024	40.61
11/13/2024	Waste Connections of Nebraska Inc	WASTE MANAGEMENT BILLING PERIOD 11/01/2024 - 11/31/2024 LIBRARY BALLFIELDS CITY HALL	174.00
11/13/2024	GREAT PLAINS COMMUNICATIONS	TELEPHONE & INTERNET LIBRARY BILLING PERIOD: 11/01/2024 - 11/30/2024	231.38

11/13/2024	GREAT PLAINS COMMUNICATIONS	CITY HALL TELEPHONE/INTERNET BILLING PERIOD 11/01/2024 - 11/30/2024	689.32
11/13/2024	MENARDS - ELKHORN	SEALBEST POTHOLE PATCH - 12	137.88
11/13/2024	MENARDS - ELKHORN	2 REBAR TIE WIRE ROLL 340' 1 GALV POULTRY NET 4'X150' 3 STUDDERED T POST 6'	109.64
11/13/2024	Menards- Fremont	1/2" X 10' REBAR -10X	54.80
11/13/2024	Menards- Fremont	3/8 - 16 HEX NUT 24PC X2 (MENARDS REBATE) CP1 FLUSH STEEL DOOR PINE TAPERED SHIMS 42 SC ENTRY ELAN LEVER 5/16" FLAT WASHER 82PC X2 3/8" FLAT WASHER 76PC X2 1/4" FLAT WASHER 185PC X2	252.79
11/13/2024	JOHN DEERE FINANCIAL	2X CAP SCREW SPINDLE	225.17
11/13/2024	JOHN DEERE FINANCIAL	SEAL, WINDOW 2017 MOWER-1575	916.67
11/13/2024	JOHN DEERE FINANCIAL	BUSHING, SEALING WAX 2017 MOWER-1575	19.51
11/13/2024	DATASHIELD CORPORATION	CITY HALL ONSITE CERTIFIED DESTRUCTION	45.00
11/13/2024	GREAT PLAINS UNIFORMS	AUSTIN KELLY PANTS, NAME PANEL, BACK PANEL	214.98
11/13/2024	GREAT PLAINS UNIFORMS	BRANDON ADAMS TACTIX SHOFTSHELL PULLOVER COTTON SHIRTS SEW DEPT PATCHES	204.98
11/13/2024	DATASHIELD CORPORATION	ONSITE CERTIFIED DESTRUCTION	45.00
11/13/2024	Eakes Office Solutions	RIC/IMC2500 PRINTER BILLING 08/01/2024-10/31/2024	578.73
11/13/2024	VRBA Construction	CITY PARK PHASE 1 MANHOLE/VALVE BOX COMPLETED @ S. WEST ST & W. VASS PARK	3,074.09
11/13/2024	ELECTRIC PUMP	WASTEWATER LIFT STATION-MEIGS GATE VALVE INSTALL (GASKETS/BOLTS/ETC)	5,754.50
11/13/2024	Stanzel's Mow & Snow, LLC	REMOVE RIVER ROCK./DIRT IN ENTIRE CONCRETE ISLAND BED @ PINES	1,725.00
11/13/2024	YMCA OF GREATER OMAHA	NOVEMBER 2024 YMCA MEMBERSHIPS	60.00

11/13/2024	EAGLE EYE ENTERPRISES	REFUND BUILDING PERMIT R-068-23 22 GINGER COVE RD	500.00
11/13/2024	L & L CUSTOM BUILDERS INC	BUILDING PERMIT REFUND 512 N SPRUCE RALT-009-23	500.00
11/13/2024	Groundbuilders	Credit balance refund	1,000.00
11/13/2024	LANDMARK PERFORMANCE	BUILDING PERMIT REFUND 6003 N 292 CR	1,000.00
11/13/2024	MIDWEST DWELLINGS LLC	BUILDING PERMIT REFUND 1111 S LAKEWOOD ST	1,000.00
11/13/2024	LANDMARK PERFORMANCE	WATER DEPOSIT REFUND 6003 N 292 CR	150.00
11/13/2024	Tackett Company	PARTIAL BUILDING PERMIT REFUND 5512 N 290 CR NO INTERIOR FOOTINGS FOUNDATION INSPECTION	750.00
11/13/2024	LIM CONSTRUCTION DBA EVOLVED STRUCTURES	BUILDING PERMIT REFUND 28510 JESSIE CR	1,000.00
11/13/2024	PRAIRIE HOMES	BUILDING PERMIT REFUND 6210 N 295 ST	1,000.00
11/13/2024	MIDWEST DWELLINGS LLC	BUILDING PERMIT REFUND 1217 VALLEY VIEW ST	1,000.00
11/13/2024	SLOBODNIK CONSTRUCTION	BUILDING PERMIT REFUND 28370 STATE ST	1,000.00
11/13/2024	CHARLES THOMAS HOMES	BUILDING PERMIT REFUND 28517 JESSIE CR	1,000.00
11/13/2024	FIRST NEBRASKA BANK	DUES/SUBSCRIPTIONS OMAHA WORLD HAROLD - MAYOR	34.99
11/13/2024	FIRST NEBRASKA BANK	MAILCHIMP - MAYOR	20.00
11/13/2024	FIRST NEBRASKA BANK	TRASH BAGS X2 BABY WIPES	37.14
11/13/2024	FIRST NEBRASKA BANK	BABY OIL X8 MASON JAR X12 SUAVE CONDITIONER X4 GROUND TUMERIC	21.20
11/13/2024	FIRST NEBRASKA BANK	BABY OIL X3 CHOCOLATE 24CT CORNSTARTCH	45.28
11/13/2024	FIRST NEBRASKA BANK	BULK MAILING PERMIT FOR WATER BILLS	368.01
11/13/2024	FIRST NEBRASKA BANK	COMPUTER SOFTWARE TWILO SENDGRID	19.95
11/13/2024	FIRST NEBRASKA BANK	KINDRA NOTARY	30.00
11/13/2024	FIRST NEBRASKA BANK	BALL CAPS	380.00
11/13/2024	FIRST NEBRASKA BANK	LEGAL REFERENCE MATERIAL	132.59
11/13/2024	FIRST NEBRASKA BANK	DATAMASTER TESTING SOLUTION FOR CALIBRATION	141.84
11/13/2024	FIRST NEBRASKA BANK	THOMSON REUTERS ONLINE LAW LIBRARY	199.26
11/13/2024	Hofeling Enterprises	TREE TUB GRINDING - LUMP SUM	22,400.00
11/13/2024	GOLDSTAR PRODUCTS INC	ASPHALT PATCH 5 GALLONS	202.68
11/13/2024	Ace Hardware #339C	STIHL CHAINSAW REPAIR X2	328.18

11/13/2024	Amazon Business	GLOW STICKS 1000 PACK	59.39
11/13/2024	Amazon Business	BOOK	17.00
11/13/2024	Amazon Business	COMMAND STRIPS VARIETY PACK 10 PAIRS	58.67
		COMMAND STRIPS 10LB XL X5	
11/13/2024	Amazon Business	BOOK	18.98
11/13/2024	Amazon Business	DOGIPOT LITTER PICK UP BAGS 4000 BAGS TOTAL	144.40
11/13/2024	MC Lawns & Landscape	BUILDING PERMIT REFUND 25304 IDA ST	1,000.00
11/13/2024	NORDELL, GERRI	TULIP BULBS AND WHITE GLOVES FOR CEMETERY BOOK AT CITY HALL	25.00
11/13/2024	Meco-Henne Contracting Inc	Valley City Park - Phase 1 Improvements	438,228.00
		Application 2	
		Application Date: 11/4/2024	
		Application Period 10/31/2024	
		Project 221849.01	
11/13/2024	BRAY, SUSAN	OVERPAYMENT REFUND	87.66
11/13/2024	Fremont Department of Utilities	MONTHLY SERVICE CHARGE	41,054.00
		09/30/2024 - 10/28/2024	
11/13/2024	IOWA PUMP WORKS	PUMP STATION #2	2,012.15
		REPAIRED GRINDER	
11/1/2024	Meco-Henne Contracting Inc	Valley City Park - Phase 1 Improvements	187,200.00
		Contract date: 08/05/2024	
		Application period: 09/30/2024	
		Application date: 10/02/2024	
		Project 221849.01	

954,204.90

City of Valley

Employee	Hours	Deduction Amount	YTD Total	Employer Amount	Employer YTD Total
2024 IRA 457(b)					
Cassell, Andrew	80.17	\$0.00	\$0.00	\$72.15	\$1,413.53
Clark, Caleb	9.23	\$249.51	\$6,893.43	\$16.21	\$447.86
Dohrmann, Kenneth	85.05	\$187.13	\$3,761.14	\$187.13	\$3,761.14
Donnermeyer, Christie	88.25	\$269.28	\$5,130.72	\$161.57	\$3,078.43
Eggen, Doug	80.00	\$171.86	\$3,093.48	\$171.86	\$3,421.58
Emmi, Sarah	78.13	\$54.22	\$1,043.45	\$54.22	\$1,043.45
Musson, James	80.93	\$125.10	\$2,731.69	\$125.10	\$2,731.69
Sheets, Tim	81.85	\$155.94	\$3,331.56	\$155.94	\$3,331.56
Sorensen, Lori	81.40	\$0.00	\$0.00	\$132.65	\$2,276.80
Steckelberg, Andrew	80.32	\$0.00	\$0.00	\$101.40	\$203.34
Stewart, Samantha	80.40	\$0.00	\$349.60	\$121.72	\$2,422.34
Van Den Boogaart, Jeroen	81.47	\$200.32	\$4,041.59	\$200.32	\$4,041.59
Willmann, Geoffrey	83.62	\$118.16	\$2,304.78	\$118.16	\$2,304.78
Grand Total					
Total Count: 13	Grand Total: 990.82	\$1,531.52	\$32,681.44	\$1,618.43	\$30,478.09

* 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	80.17	\$72.15	\$1,413.53	\$0.00	\$0.00
Eggen, Doug	80.00	\$257.80	\$5,132.56	\$0.00	\$0.00
Sorensen, Lori	81.40	\$221.08	\$3,794.66	\$0.00	\$0.00
Steckelberg, Andrew	80.32	\$101.40	\$203.34	\$0.00	\$0.00
Stewart, Samantha	80.40	\$121.72	\$2,422.34	\$0.00	\$0.00
Van Den Boogaart, Jeroen	81.47	\$200.32	\$4,041.59	\$0.00	\$0.00
Grand Total					
Total Count: 6	Grand Total: 483.75	\$974.47	\$17,008.02	\$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.

Pay Group: Payroll Period

City of Valley

Gross Wages

Employee

Hourly	\$36,567.86
Salary	\$10,941.33
Cell Phone Reimbursement	\$147.76
Other Taxable	\$2,766.40
Uniform	\$115.50
Total:	\$50,538.85

Net Pay

Net Check
Direct Deposit

Uncollected

\$0.00

Collected

\$36,493.17

Deductions (included in gross wages)

Uncollected

Collected

2024 IRA 457(b)	\$1,531.52	\$0.00
2024 IRA 457(b) - Roth	\$974.47	\$0.00
AFLAC Cancer 2023	\$30.09	\$0.00
Dental	\$15.44	\$0.00
Medical	\$258.36	\$0.00
Mutual of Omaha - LIGHT Critical Illness	\$42.96	\$0.00
Mutual of Omaha - LIGHT Life & AD&D	\$0.00	\$0.00
Mutual of Omaha - LIGHT LTD 2024	\$0.00	\$0.00
Mutual of Omaha - Vol Accident	\$33.02	\$0.00
Mutual of Omaha - Voluntary Life & AD&D	\$116.82	\$0.00
Mutual of Omaha LIGHT - STD 2024	\$0.00	\$0.00
MWG - Gap Insurance 2023	\$7.23	\$0.00
Vision	\$2.75	\$0.00
YMCA Membership (In-Network)	\$0.00	\$0.00
Deduction Total:	\$3,908.17	\$0.00

Pay Code: 7796-26870-1269764

Pay Date: 10/04/2024

09/15/2024 through 09/28/2024

Pay Group: Payroll Period

City of Valley

Employee Taxes (included in gross wages)	Uncollected	Collected
Federal	\$0.00	\$4,299.78
Medicare	\$0.00	\$724.44
Social Security	\$0.00	\$3,097.62
State (NE)	\$0.00	\$2,015.67
Employee Tax Total:	\$0.00	\$10,137.51

Employer Taxes	Uncollected	Collected
Medicare	\$0.00	\$724.44
NE-UI	\$0.00	\$16.37
Social Security	\$0.00	\$3,097.62
Employer Tax Total:	\$0.00	\$3,838.43

Uncollected		Collected	
Checks To Print:	\$0.00	Direct Deposits:	\$36,493.17
Employee Taxes:	\$0.00	Employee Taxes:	\$10,137.51
Employer Taxes:	\$0.00	Employer Taxes:	\$3,838.43
Deductions:	\$3,908.17	Deductions:	\$0.00
		Fees:	\$209.96
		Other Collections:	\$0.00
		Bank Transfer to BambooHR:	\$50,679.07

City of Valley

Employee	Hours	Deduction Amount	YTD Total	Employer Amount	Employer YTD Total
2024 IRA 457(b)					
Cassell, Andrew	78.47	\$0.00	\$0.00	\$70.62	\$1,484.15
Dohrmann, Kenneth	86.90	\$198.79	\$3,959.93	\$198.79	\$3,959.93
Donnermeyer, Christie	86.32	\$260.82	\$5,391.54	\$156.49	\$3,234.92
Eggen, Doug	80.00	\$171.86	\$3,265.34	\$171.86	\$3,593.44
Emmi, Sarah	69.88	\$48.44	\$1,091.89	\$48.44	\$1,091.89
Musson, James	80.33	\$123.63	\$2,855.32	\$123.63	\$2,855.32
Sheets, Tim	82.30	\$158.47	\$3,490.03	\$158.47	\$3,490.03
Sorensen, Lori	74.93	\$0.00	\$0.00	\$119.57	\$2,396.37
Steckelberg, Andrew	80.82	\$0.00	\$0.00	\$102.34	\$305.68
Stewart, Samantha	79.77	\$0.00	\$349.60	\$120.46	\$2,542.80
Van Den Boogaart, Jeroen	81.28	\$198.03	\$4,239.62	\$198.03	\$4,239.62
Willmann, Geoffrey	80.95	\$112.63	\$2,417.41	\$112.63	\$2,417.41
Grand Total					
Total Count: 12	Grand Total: 961.95	\$1,272.67	\$27,060.68	\$1,581.33	\$31,611.56

* 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	78.47	\$70.62	\$1,484.15	\$0.00	\$0.00
Eggen, Doug	80.00	\$257.80	\$5,390.36	\$0.00	\$0.00
Sorensen, Lori	74.93	\$199.28	\$3,993.94	\$0.00	\$0.00
Steckelberg, Andrew	80.82	\$102.34	\$305.68	\$0.00	\$0.00
Stewart, Samantha	79.77	\$120.46	\$2,542.80	\$0.00	\$0.00
Van Den Boogaart, Jeroen	81.28	\$198.03	\$4,239.62	\$0.00	\$0.00
Grand Total					
Total Count: 6	Grand Total: 475.27	\$948.53	\$17,956.55	\$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.

Pay Group: Payroll Period

City of Valley

Gross Wages

Employee

Hourly	\$34,835.95
Salary	\$10,941.33
Cell Phone Reimbursement	\$147.76
Other Taxable	\$553.28
Uniform	\$115.50
Total:	\$46,593.82

Net Pay	Uncollected	Collected
Net Check	\$0.00	
Direct Deposit		\$33,680.02
Deductions (included in gross wages)	Uncollected	Collected
2024 IRA 457(b)	\$1,272.67	\$0.00
2024 IRA 457(b) - Roth	\$948.53	\$0.00
AFLAC Cancer 2023	\$30.09	\$0.00
Dental	\$21.67	\$0.00
Medical	\$403.21	\$0.00
Mutual of Omaha - LIGHT Critical Illness	\$42.96	\$0.00
Mutual of Omaha - LIGHT Life & AD&D	\$0.00	\$0.00
Mutual of Omaha - LIGHT LTD 2024	\$0.00	\$0.00
Mutual of Omaha - Vol Accident	\$33.02	\$0.00
Mutual of Omaha - Voluntary Life & AD&D	\$116.82	\$0.00
Mutual of Omaha LIGHT - STD 2024	\$0.00	\$0.00
MWG - Gap Insurance 2023	\$7.23	\$0.00
Vision	\$3.53	\$0.00
YMCA Membership (In-Network)	\$0.00	\$0.00
Deduction Total:	\$3,775.24	\$0.00

Pay Code: 7796-26870-1410534

Pay Date: 10/18/2024

09/29/2024 through 10/12/2024

Pay Group: Payroll Period

City of Valley

Employee Taxes (included in gross wages)	Uncollected	Collected
Federal	\$0.00	\$3,804.79
Medicare	\$0.00	\$664.99
Social Security	\$0.00	\$2,843.62
State (NE)	\$0.00	\$1,825.16
Employee Tax Total:	\$0.00	\$9,138.56

Employer Taxes	Uncollected	Collected
Medicare	\$0.00	\$664.99
NE-UI	\$0.00	\$13.09
Social Security	\$0.00	\$2,843.62
Employer Tax Total:	\$0.00	\$3,521.70

Grand Totals

Uncollected

Checks To Print: \$0.00
Employee Taxes: \$0.00
Employer Taxes: \$0.00
Deductions: \$3,775.24

Collected

Direct Deposits: \$33,680.02
Employee Taxes: \$9,138.56
Employer Taxes: \$3,521.70
Deductions: \$0.00
Fees: \$0.00
Other Collections: \$0.00

Bank Transfer to BambooHR: \$46,340.28

Commission Summary

Date

10/18/2024



Paid to
City of Valley

For Period
10/1-10/15/2024

Description	Amount
	3,160.16

Amount \$3,160.16

Commission Summary

Date

11/5/2024



Paid to
City of Valley

For Period
10/16-10/31/2024

Description	Amount
	3,144.20

Amount \$3,144.20

Date: November 6, 2024

To: City of Valley

Report by: Jeremy Beam, Lead Operator

O & M Report: October 2024

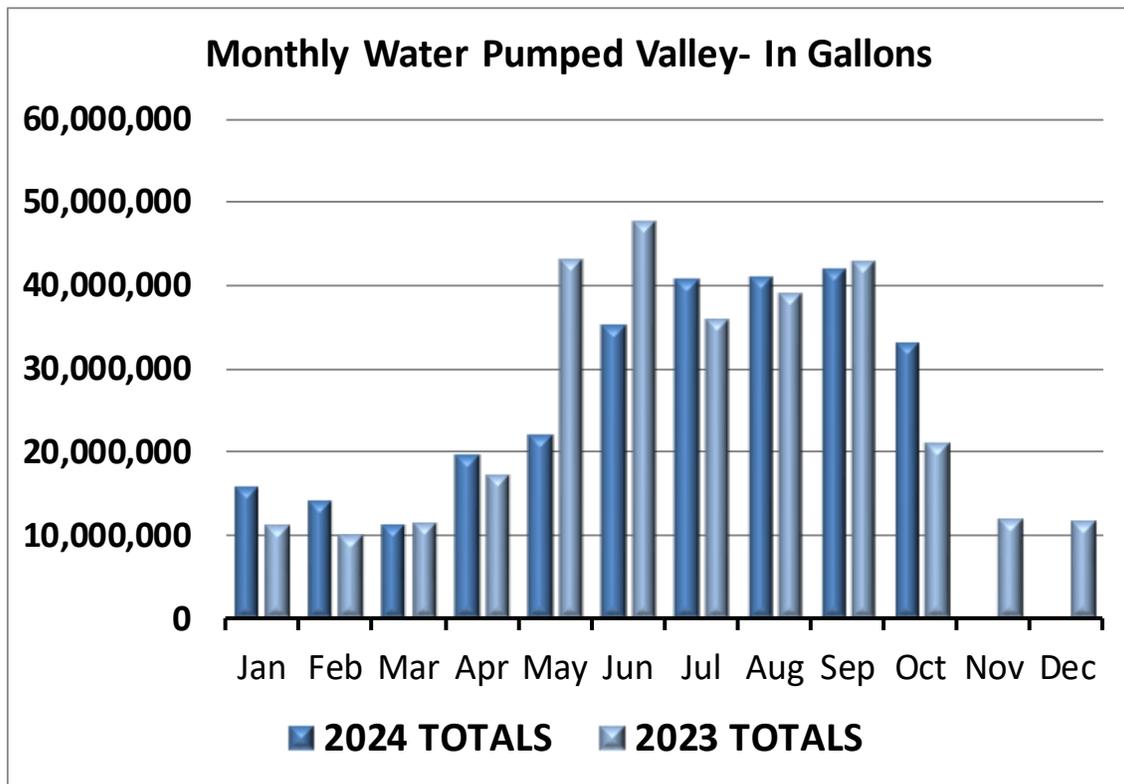
Water Operation & Maintenance:

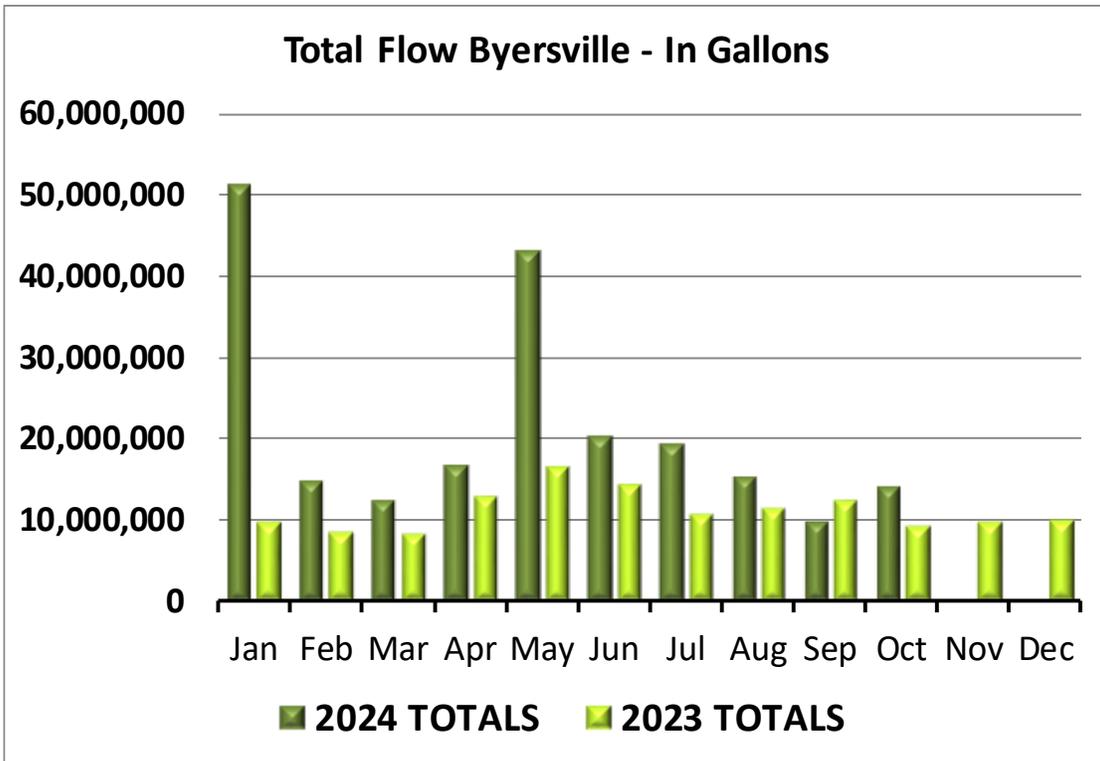
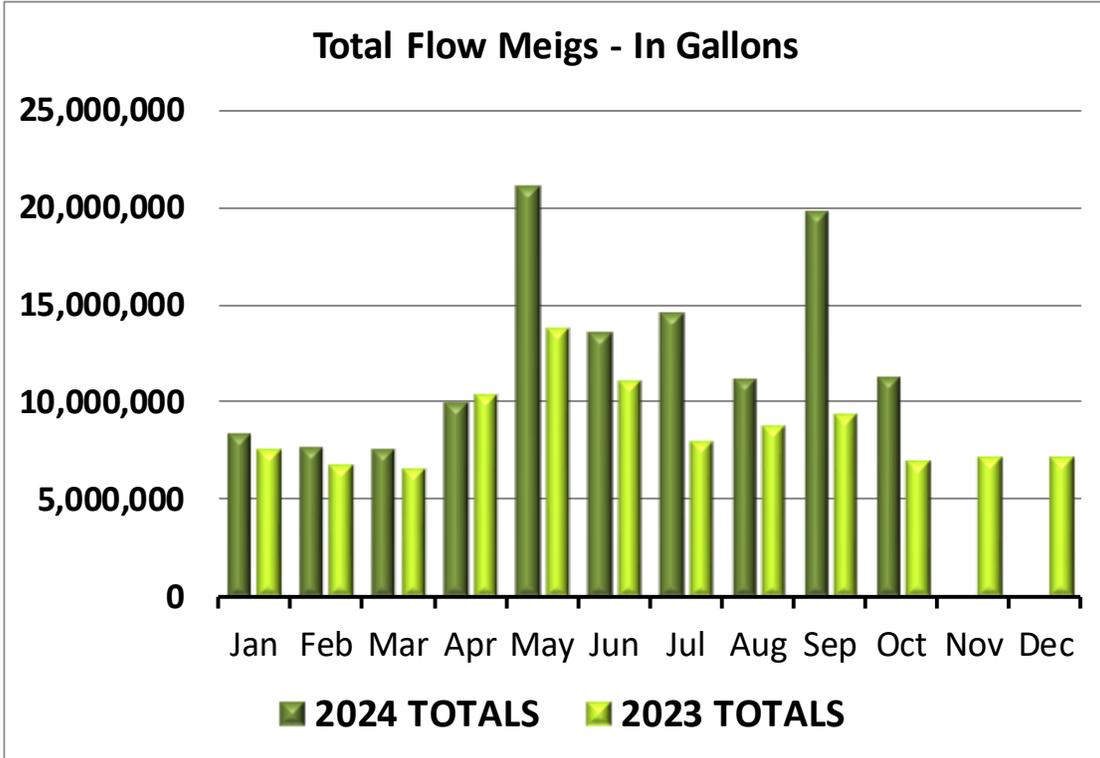
- Performed 428 locates for the month.
- Installed new MXU's for new builds and worked with the city to get numbers in the system strained out to be the correct numbers.
- On the 7th we had the chlorine lines at the water plant plug up, we worked on that and got it flowing again.
- On the 10th we had a water main break on 2nd and N Spruce, we caught a company hooked up to a fire hydrant in front of Casey's. We took their info and are being charged for the repairs.
- On the 11th we got our MXU programmer updated, and we were able to correct the YMCA meter.
- On the 21st the fire hydrant and valve boxes in the city park were lowered.
- On the 28th meters were read and shut off notices handed out.
- On the 29th we performed water shut offs.

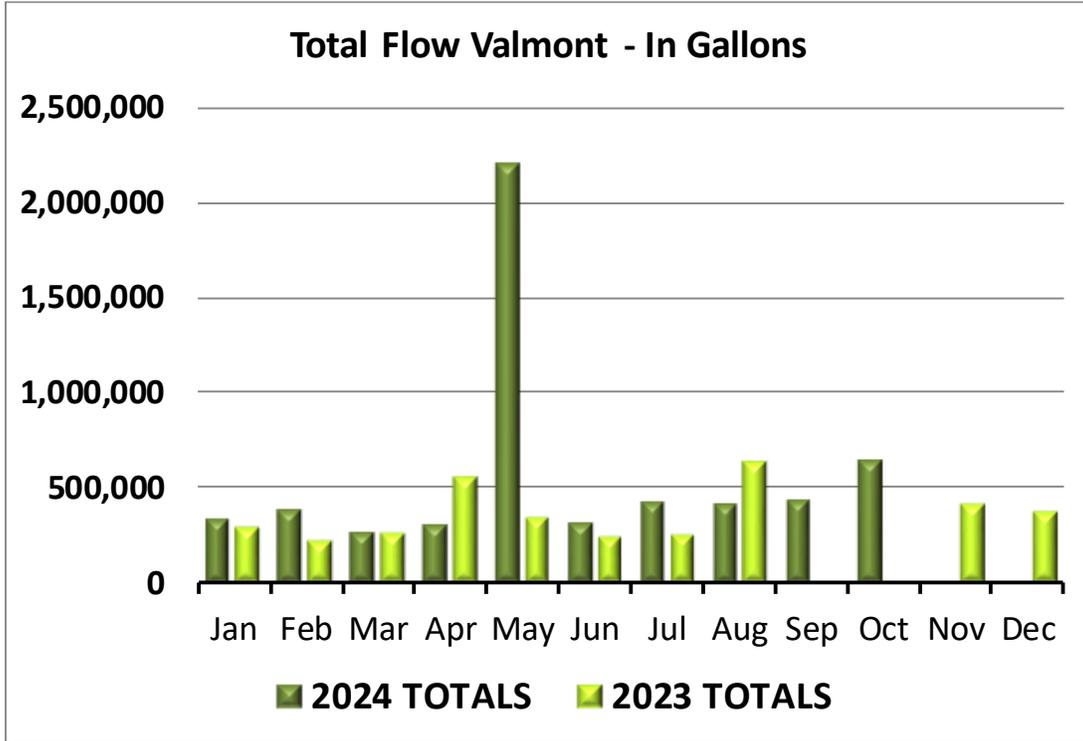
Wastewater Operation & Maintenance:

- On the 2nd we performed the work orders at the lift station.
- On the 7th we turned on the Ozone system on at Meig Street lift station.
- On the 8th BW3 pumps were pulled and found them plugged with wipes.
- On the 8th the generator was repaired at Byarsville and working correctly now, we were having issues with the transfer switch not turning the generator on, so we were manually turning it on.
- On the 14th – 17th we got high level for BW1, BW3, and BW4 we got them to pump down and pumps cleaned. On the 17th BW3 backed up into the street, we pulled the pumps and got them cleaned out again. The lift station still would not pump down, we had to call a pump truck to get the sewer down and were able to get into the pit with the valves, we worked the valves and finally got it to pump down. All these problems are caused by people flushing wipes and tampons. They get rapped around the pumps flutes and will not allow it to pump. This has been a big problem with Blue Water, we are spending a lot of time dealing with this.
- On the 24th we did another check on the lift stations.

Water	Units	October-24	September-24	October-23
Total Monthly Pumped Valley	gallons	33,128,000	42,110,000	21,043,000
Daily Average Pumped Valley	gallons	1,069,000	1,437,000	682,000
Average Fluoride Residual	mg/L	0.00	0.00	0.00
Fluoride used	lbs	132.00	177.00	129.10
Average Chlorine Residual	mg/L	0.40	0.45	0.40
Chlorine used	lbs	3,717.00	5,700.00	150.00
Potassium Permanganate	lbs	964.00	1,244.00	773.00
Wastewater				
Effluent Flow				
Total Flow Meigs Street	gallons	11,333,000	19,789,000	7,031,000
Avg Daily Flow Meigs Street	gallons	366,000	659,000	234,000
Total Flow Byarsville	gallons	14,196,000	9,884,000	9,092,000
Avg Daily Flow Byarsville	gallons	458,000	329,000	303,000
Total Flow Valmont	gallons	645,000	444,000	428,780
Avg Daily Flow Valmont	gallons	21,000	15,000	13,831







Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Maintenance Budget	\$30,925.00	\$19,559.00	63%	92%
Total	\$30,925.00	\$19,559.00	63%	100%

October Work Orders Completed:

<u>Completed</u>	<u>Equipment</u>	<u>Location</u>	<u>Task</u>
<u>10/02/24</u>	<u>AIR COMPRESSOR</u>	<u>30029 WT Valley, NE</u>	<u>Inspection</u>
<u>10/02/24</u>	<u>PORTABLE GAS MONITOR</u>	<u>30029 WT Valley, NE</u>	<u>Calibrate Equipment</u>
<u>10/02/24</u>	<u>FIRE EXTINGUISHERS</u>	<u>30029 WT Valley, NE</u>	<u>Inspection</u>
<u>10/02/24</u>	<u>Chemical Feed Line</u>	<u>30029 WT Valley, NE</u>	<u>Service Equipment</u>
<u>10/07/24</u>	<u>GINGER COVE LIFT STATION #1</u>	<u>30029 WW Valley, NE</u>	<u>LS Monthly PM</u>
<u>10/07/24</u>	<u>GINGER COVE LIFT STATION #2</u>	<u>30029 WW Valley, NE</u>	<u>LS Monthly PM</u>
<u>10/07/24</u>	<u>GINGER WOODS LIFT STATION #1</u>	<u>30029 WW Valley, NE</u>	<u>LS Monthly PM</u>
<u>10/07/24</u>	<u>GINGER WOODS LIFT STATION #2</u>	<u>30029 WW Valley, NE</u>	<u>LS Monthly PM</u>
<u>10/07/24</u>	<u>GINGER WOODS LIFT STATION #3</u>	<u>30029 WW Valley, NE</u>	<u>LS Monthly PM</u>
<u>10/07/24</u>	<u>LIFT STATION #1-VALLEY,NE SYST</u>	<u>30029 WW Valley, NE</u>	<u>LS Monthly PM</u>
<u>10/07/24</u>	<u>VALLEY SHORES LIFT STATION 1</u>	<u>30029 WW Valley, NE</u>	<u>LS Monthly PM</u>
<u>10/07/24</u>	<u>VALLEY SHORES LIFT STATION 2</u>	<u>30029 WW Valley, NE</u>	<u>LS Monthly PM</u>
<u>10/07/24</u>	<u>VALLEY SHORES LIFT STATION 3</u>	<u>30029 WW Valley, NE</u>	<u>LS Monthly PM</u>
<u>10/09/24</u>	<u>BLUEWATER LIFTSTATION 1</u>	<u>30029 WW Valley, NE</u>	<u>LS Monthly PM</u>
<u>10/09/24</u>	<u>BLUEWATER LIFTSTATION 2</u>	<u>30029 WW Valley, NE</u>	<u>LS Monthly PM</u>
<u>10/09/24</u>	<u>BLUEWATER LIFTSTATION 3</u>	<u>30029 WW Valley, NE</u>	<u>LS Monthly PM</u>
<u>10/09/24</u>	<u>BLUEWATER LIFTSTATION 4</u>	<u>30029 WW Valley, NE</u>	<u>LS Monthly PM</u>

<u>Completed</u>	<u>Equipment</u>	<u>Location</u>	<u>Task</u>
<u>10/09/24</u>	<u>BLUEWATER LIFTSTATION 5</u>	<u>30029 WW Valley,</u>	<u>LS Monthly PM</u> <u>NE</u>
<u>10/09/24</u>	<u>BLUEWATER LIFTSTATION 6</u>	<u>30029 WW Valley,</u>	<u>LS Monthly PM</u> <u>NE</u>
<u>10/09/24</u>	<u>BLUEWATER LIFTSTATION 7</u>	<u>30029 WW Valley,</u>	<u>LS Monthly PM</u> <u>NE</u>
<u>10/15/24</u>	<u>MEIGS LS EMERGENCY GENERATOR</u>	<u>30029 WW Valley,</u>	<u>LS Monthly PM</u> <u>NE</u>
<u>10/15/24</u>	<u>REGIONAL LS EMERGENCY GENERATOR</u>	<u>30029 WW Valley,</u>	<u>LS Monthly PM</u> <u>NE</u>
<u>10/15/24</u>	<u>VALHAVEN LIFTSTATION</u>	<u>30029 WW Valley,</u>	<u>LS Monthly PM</u> <u>NE</u>
<u>10/16/24</u>	<u>MALLARD LANDING LIFT STATION 1</u>	<u>30029 WW Valley,</u>	<u>LS Monthly PM</u> <u>NE</u>
<u>10/16/24</u>	<u>MALLARD LANDING LIFT STATION 2</u>	<u>30029 WW Valley,</u>	<u>LS Monthly PM</u> <u>NE</u>
<u>10/16/24</u>	<u>MALLARD LANDING LIFT STATION 3</u>	<u>30029 WW Valley,</u>	<u>LS Monthly PM</u> <u>NE</u>
<u>10/16/24</u>	<u>MALLARD LANDING LIFT STATION 4</u>	<u>30029 WW Valley,</u>	<u>LS Monthly PM</u> <u>NE</u>
<u>10/21/24</u>	<u>BYERSVILLE LS EMERGENCY GENERATOR</u>	<u>30029 WW Valley,</u>	<u>LS Monthly PM</u> <u>NE</u>
<u>10/21/24</u>	<u>COUNTRY AIRE LIFTSTATION</u>	<u>30029 WW Valley,</u>	<u>LS Monthly PM</u> <u>NE</u>
<u>10/21/24</u>	<u>DAIRY QUEEN LIFTSTATION</u>	<u>30029 WW Valley,</u>	<u>LS Monthly PM</u> <u>NE</u>

City of Valley
Tree Board Minutes
November 4, 2024
6:30 P.M.

Present: Mark Henderson, Doug Eggen, Mike Wiekhorst, Owen Kobes and Graham Herbst
Absent: Open Seat

The meeting was brought to order at 6:27 pm. Roll call was taken and is listed above.

Old Business:

Park Renovation – Phase 1 – Progress was discussed on the Phase 1 park renovation. Prior to the recent rains the project was ahead of schedule. We discussed the tree protection zones and how they could have been better protected. Luckily, we have a sandy soil that doesn't compact easily.

New Business:

Tree City USA – Doug informed the board that the 2024 Tree City USA application has been submitted. Because of the July 31st storm we spent \$16.16 per resident on trees through October 31, 2024. Graham explained details of the Tree City USA growth award. Doug will review the details and most likely apply for the growth award for 2024.

Tree Nursery – Mike and his staff created a nursery with 32 trees planted in the arboretum in mid October. The materials and trees were provided as part of a grant through the Nebraska Forest Service and the Nebraska Statewide Arboretum. We talked about the care and watering of the trees which will become more important in the spring. These trees will be used to transplant around the City in a couple years. We will coordinate the watering responsibilities when watering is needed.

Business for the Good of the Board:

Mike added that he attended the Trees, People and Towns conference in Lincoln and was asked to speak. He mentioned that it was well attended and he was happy with the information he took away from it. The Nebraska Arborist Association conference is scheduled for January 21-22, 2025 in Lincoln if anyone is interested in attending.

Mike and his staff planted 19 new trees at the new fire hall location as part of their landscape plan.

The meeting adjourned at 7:12 pm.

Next meeting is Monday March 3rd, 2025 at 6:30 pm at the City of Valley Council Chambers.

DAILY RECORDS**October 2024**

	This month	Last month	Last year
LIBRARY VISITS:			
Adults	451	350	473
Children	910	294	760
Computers			
Adults	60	32	45
Children	93	79	52
Fax/Copies	48	41	49
REFERENCE TRANSACTIONS			
Locating Library Materials	57	45	38
Readers' Advisory	23	14	27
Account info and renewals	31	20	29
Technology Assistance	181	51	52
Local Info	56	17	44
General Info	318	285	223
Total	666	432	413
TOTAL NUMBER OF LIBRARY PROGRAMS:			
Adults	5	5	7
Teens	5	4	6
Children	12	11	12
Pre-K	2	1	2
Total	24	21	27
TOTAL PROGRAM ATTENDANCE:			
Adults	21	22	43
Teens	27	24	53
Children	581	193	409
Pre-K	15	13	55
Total	644	252	560
NEW PATRONS			
Valley	13	7	11
Douglas County	2	1	4
Non-Douglas County	3	1	0
Total	18	9	15
Volunteers/hours	0/0	0/0	0/0
MATERIALS CHECKED OUT:			
Adult	700	646	665
Children	1279	1330	1283
Overdrive	391	375	297

September 19, 2024 Valley Public Library Board of Trustees Minutes

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

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

Proof of Posting/Open Meetings Act Poster: The meeting was held in accordance with the Nebraska Open Meetings Law, with meeting notice posted in the library windows and on web site . Continuously updated copies of the agenda were maintained on the library's bulletin board and the library's website.

Approval of Agenda: Motion to approve by M. Winters seconded by T. Samson. Yeas: T. Samson, K. Held, & M. Winters Nays: None. Motion carried 3-0. There were no consent agenda items which required approval.

Recognition of Visitors/Correspondence: Pat Claussen.

Public Comment: None.

Approval of Prior Meetings Minutes: Motion to approve the previous meetings' minutes was made by M. Winters and seconded by T. Samson. Yeas: K. Held ,T. Samson, & M. Winters Nays: none. Motion carried 3-0.

Reports

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

B. **Library Director:** S. Stewart had emailed the Librarian's report; she then went over verbally and answered questions. Sami reviewed the Library Programs, the new Childrens' Playaway collection and the Director's projects. Sami has been selected to serve on the board for the Three Rivers Library System, for the next three years. She also went over the library's hours for the upcoming holiday season.

C. **Friends of the Library:** No report. However the annual book and bake sale will be Dec 7 from 10-2 . The friends have purchased new marketing materials for the library.

D. **Foundation:** None

Old Business

There will be a new cleaning crew.

New Business

- A. Circulation Policy Change. M. Winters made a motion to accept the circulation policy changes and T. Samson seconded. Yeas: K. Held ,T. Samson, & M. Winters
Nays: none. Motion carried 3-0.
- B. Holiday Hours Overview- all agreed .

Closed Session - The president may entertain a motion to enter into closed session in accordance with the Nebraska Open Meetings Act. (ACTION) --- None

Comments and Announcements by Board Members: None

Meeting Adjournment was announced by President, K. Held at 6:50 p.m.

Next meeting will be November 7 at 6:30 p.m.

Respectfully submitted,

Theresa Samson, secretary

Valley Cemetery Board
Valley City Hall
November 7th, 2024, 6:30pm
Meeting Minutes

Present: Members – Everett, Dean, Kurt, Krista
Guests: Gerri Nordell, Jake Lewis

Meeting called to order at 6:38pm.
Dean noted the Open Meeting Act on the north wall of the meeting room.

Meeting minutes approved by: Kurt
Seconded by: Everett
All in favor, motion carried.

Old Business:

Snide Property: Gerri is in contact with Rune about sending the letter once he has approval from the city attorneys.

Columbarium- Kurt will let us know when the salesman is in the area for a meeting.

Linda George Monument- Gerri purchased bulbs and received donated bulbs, which her grandson helped plant.

Historic Log Book- Gerri suggests the log book and other historical items be inventoried and stored together. Location of items discussed as well as ideas for storage of items to prevent them from disappearing due to loss or theft.

Wreaths Across America- Kurt is going to work on applying to perform WAA in Valley.

New Business:

Book flash drives- Dean will try to get more flash drives to copy for new members.

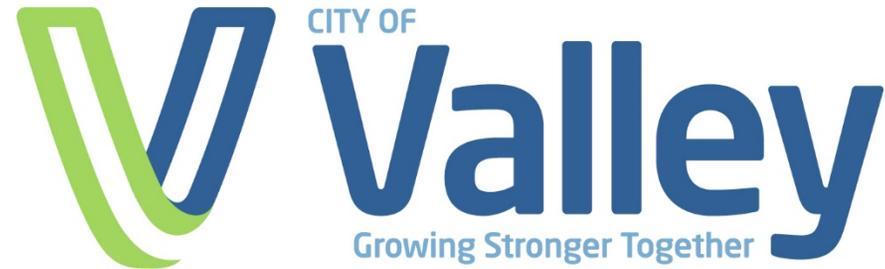
Cemetery flag- Gerri noticed the flag at the cemetery is torn and cannot be flown any longer. Dean will speak with city to remove and replace it.

Cemetery book gloves- Gerri purchased white cotton gloves for viewing the book.

Digitizing cemetery records- Christie Donnermeyer suggested options to Krista to start keeping cemetery records digitally for future needs. Krista will look into these more and consider pursuing this.

The next meeting will be **January 16, 2025, at 6:30pm.**
Everett made a motion to adjourn, and Kurt seconded.
The meeting was adjourned at 7:46pm.

Meeting minutes recorded by secretary Krista Lewis.



CERTIFICATE OF APPRECIATION PRESENTED TO

Gregory Scheer

FOR YOUR DEDICATION AND CONTRIBUTION TO THE COMMUNITY

in recognition of your exemplary dedication and extraordinary service on October 11, 2024. Your swift and decisive actions during a call for service possibly saved a life and exemplified the highest standards of professionalism, courage, and compassion. On that day, you provided life-saving medical aid to an individual in urgent need, demonstrating exceptional skill and selflessness while awaiting the arrival of Emergency Medical Services. Your quick response and unwavering commitment to the well-being of our community reflects the true spirit of service. With sincere gratitude and appreciation, we honor your heroism and dedication.

PRESENTED BY THE CITY OF VALLEY, NEBRASKA

November 12, 2024

Cindy Grove, Mayor

Christie Donnermeyer, City Clerk

SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.sdl.licensing@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

Waterloo-Valley Recreation Inc.

License # _____ Licensee Name/Non-Profit Organization _____

Event location name: Valley American Legion Hall

Event address/location: 111 E. Front St

Event Type: Post 58 Baseball Fundraiser

Event date(s): 12-7-2024

Event start time(s): 3:30 p.m.

Event end time(s): 12:00 a.m.

Indoor area to be licensed in length & width: 40 X 160

Outdoor area to be licensed in length & width: _____ X _____ (Must submit a diagram)

Estimated number of attendees: 250

Alternate dates/times: N/A

Alternate location name/location: N/A

Type of alcohol to be served: Beer Wine Distilled Spirits

Event contact name: Rick Wiese Event contact phone number: 402-510-5092

Event contact Email: Info@post58baseball.com

*Signature Authorized Representative: _____

Local Governing Body completes below:

The local governing body for the City of _____ OR
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

Do not recreate or revise this document. Revisions and recreations will not be accepted. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2024.** Documents include the **original** Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2024.** **RECORD KEEPING:** NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

RESOLUTION
SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT
2024

Resolution No. 2024-59

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

Whereas: The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor Village Board Chairperson of City of Valley
(Check one box) (Print Name of Municipality)
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this 12th day of November, 2024 at Valley, Nebraska.
(Date) (Month)

City Council/Village Board Members

City Council/Village Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed, and billed as adopted.

Attest:

(Signature of Clerk)

Do not recreate or revise this document. Revisions and recreations will not be accepted. **Copying this form is acceptable; see (3) below. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2024.** Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2024.** **RECORD KEEPING:** NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

Year-End Certification of City Street Superintendent For Determining Incentive Payment in Calendar Year 2024

Separate forms may be needed to account for the entire year, see (3) below

This Form Covers the Following Period: January 1, 2024 to December 31, 2024
(Month) (Day) (Month) (Day)

*(1)(a) The municipality of Valley certifies that: Gregory Perry
(Print name of City or Village) (Print name of Superintendent as it appears on license card if applicable)

was the appointed City Street Superintendent during the above period. **IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.**

(b) the superintending services of the above listed individual were provided by: (Check one box)

- Employment with this Municipality Contract (consultant) with this Municipality Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)
- _____

(c) and the above listed individual **assisted** in the following: *Reference Neb. Rev. Stat. §39-2512*

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

(d) the above listed individual also served as (Check all boxes that apply) city engineer village engineer
public works director city manager city administrator street commissioner

(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- 1540
and Class of License A, and/or
(A or B)

(f) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E- 13591

(2) _____
Signature of Mayor Village Board Chairperson
(Check one box)

*(3) If during the calendar year your municipality (a) did not have an appointed City Street Superintendent for any portion(s) of the year; or (b) had one or more appointed City Street Superintendent(s) that were not licensed for any portion(s) of the year; or (c) had one or more appointed licensed City Street Superintendent(s) for any portion(s) of the year, please complete a separate Year-End Certification form for each period. **Copy this form as needed to account for these separate periods.**

(4) The payment amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) the number of full calendar months served by the appointed City Street Superintendent who is licensed or exempted from licensure under the Superintendents Act; (c) class of license, A or B if applicable; and (d) if the appointed City Street Superintendent assisted with the required duties in (1)(c) above. *Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.*

(5) **Failure to return by December 31, 2024, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.**



Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2024 to:

Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

**MINUTES
REGULAR MEETING
December 12, 2023**

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

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

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

4. Proof of Publication The Proof of Publication was on the council desk.

5. Visitors/Correspondence None.

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

7. Consent Agenda Council member Batcher moved to approve the consent agenda. Lewis seconded. Batcher, TenEyck, Lewis, and Ueckert voted YES. NO; no one. Motion carried. Items on the consent agenda were to accept minutes from November 14, 2023; Treasurer's Report, November Payroll \$92,691.85 & IRA \$4,278.72; Keno Receipts \$9,605.40; PeopleService Report, Planning Commission Minutes from November 21, 2023; Board of Adjustments Minutes from November 20, 2023; Library Board Minutes from September 23, 2023; Library Statistics, November 2023; Valley Veterans 2023 Fireworks report; Valley Days Foundation 2023 Fireworks report; and the following bills: **Services/Utilities/Insurance/Memberships:** Accufund 625.00, Advanced Heating 109.00, AFLAC 712.38, Amazon Business 143.3, Arps 6383.01, Bamboo 359.20, Bergankdv 1912.50, Black Hills 391.41, Blizzard Boys 12444.72, BlueCross BlueShield 13965.38, Bond to stay Bond 179.54, Cintas 202.30, Cox 519.69, Daily Record 343.42, Datashield 45.00, Deere Financial 285.45, DC Environmental 3498.00, DC Treasurer 14482.01, Eagle Engineering 37,018.65, Erickson & Books 6175.00, Farnham & Griffin 6912.50, First Neb Bank Credit Card 4176.50, Five Nines 3735.00, Fremont Dept Utilities 34055.21, Gene Steffy 42810.00, Giff Property Services 4800.00, Great Plains Comm 911.96, Great Plains Uniform 359.00, Havers Auto 1026.06, HGM Assoc 5041.22, Host Coffee 204.62, IBTS 3307.50, IMCA 450.00, JD Car Wash 100.30, Kore Services 1500.00, LARM 830.44, M Matzen 823.00, Morgan White Group 1364.88, M S Wiekhorst 2825.00, Mutual of Omaha 2963.06, Nebraska Library Commission 500.00, Nebraska sweeping 3867.44, NLA 60.00, Olmsted & Perry 31021.42, PeopleService 37944.00, Regal Awards 110.40, Ric Ortmeier CPA 300.00, U.S. Postal Service 554.10, Vrba Const 37733.50, Verizon 423.05, Waste Connections 125.84, Window Pro 20.00, Xpress Bill Pay 525.04, YMCA 30.00, **Supplies/Equipment:** Ace Hardware Fremont 77.18, Ace Hardware Valley 94.30, Baker & Taylor 2764.58, Bauer Built 1114.00, Best Carpentry 3500.00, Bomgaars 21.98, Cappel Auto Supply 245.83, Core & Main 12528.00, Cornhusker State Ind 358.20, Coast to Coast 270.66, Code

1 Supply 208.34, Dicks 42.92, Eakes 461.98, Elkhorn Fence 207.86, Everetts Auto 30.00, Evoqua Water 18978.75, First Book 50.48, Gretna Small Engine 113.86, Iowa Pump Works 41951.26, JP Cooke 77.53, Jones Auto 1442.93, LineX 935.00, Loves 4043.09, Marking Refrig 571.00, Menards 28.76, Midwest Tape 460.59, NMC 11.03, OPPD 16893.85, Petty Cash 76.22, Quality Fence 14192.00, Rhomar Ind 302.08, S2 Roll offs 365.00, Sid Dillon 52159.00, Siteone Landscape 38.72, TREKK Design 1815.00, Two Rivers Sand & Gravel 3321.50, Unline 903.00, Wiese Plumbing 3576.79, **Bond/TIF Payments: FNB/bond 5962.50; FNB/bond 5962.50, Mallard Landing 22815.01, NDEE 19298.38, Reimburse/Refund: Art of Craftsman 2000.00, Christensen J 1000.00, Coffman S 500.00, Distinct Homes 500.00, Dunham D 14.10, Eggen D 200.00, G Lee Homes 1000.00, Hackel Const 1000.00, Haven Homes 1000.00, Hopkins M 1000.00, Ideal Designs 1000.00, LIM Const 1000.00, Midwest Dwellings 1000.00, Landmark Performance 1000.00, Martinez J 1000.00, Ramm Const 1000.00, Sheets, T 64.00, Shepard Homes 500.00, Siebler Bldg Co 1000.00, Thompson & Sons 150.00, Venture Contract 1000.00, Wearden Homes 1000.00.**

8. Jodie Landon - Mrs. Landon did not appear.

9. Waterloo-Valley Rec. Association - Tyler Curtis - Application for Special Designated License for April 6, 2024. Council member Batcher moved to approve the SDL as presented for the Waterloo Valley Recreation Association event to be held on April 6, 2024. Lewis seconded. Batcher, Lewis, Ueckert and TenEyck voted YES: NO: no one. Motion carried.

10. Douglas County West Youth Sports Organization - Scott Klawitter - Application for Special Designated License for April 6, 2024. Council member Batcher moved to approve the SDL as presented for the Douglas County West Youth Sports Organization event to be held on April 6, 2024. Lewis seconded. Batcher, Lewis, Ueckert and TenEyck voted YES: NO: no one. Motion carried.

11. Approval of Appointments Council member Ueckert moved to approve the appointments as listed. TenEyck seconded. TenEyck, Ueckert, Lewis and Batcher voted YES. NO; no one, motion carried. City Engineer – Eagle Engineering Group, LLC; City Street Superintendent – Gregory E. Perry, PE; City Attorney(s) – Farnham & Griffin, PC, LLO; City Clerk – Christie Donnermeyer; City Treasurer – Lori Sorensen; Police Chief – James Deemer; Public Works Superintendent – Doug Eggen.

12. Preliminary Plat - Valley Landing. Ric Kiolbasa discussed the changes made to the plans of development. Council member TenEyck moved to approve the preliminary plat. Ueckert seconded. Batcher, TenEyck, Lewis, and Ueckert voted YES. NO: no one, motion carried.

13. Ordinance No. 798 Parks and Recreation Advisory Committee. Council member Batcher introduced Ordinance No. 798 AN ORDINANCE REPEALING SECTION 1-1101 OF THE VALLEY MUNICIPAL CODE. AN ORDINANCE ADOPTING REVISED SECTION 1-1101 REGARDING THE OPERATING OF CITY PARKS AND OTHER RECREATIONAL AREAS AND TO CREATE A PARKS AND RECREATION ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN

CONFLICT HEREWITH and moved that the statutory rule requiring reading on three different days be suspended. Council member Ueckert seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: Batcher, TenEyck, Lewis and Ueckert. NO: no one. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said Ordinance was then read by title and thereafter Council member Batcher moved for final passage of the Ordinance which motion was seconded by Council member TenEyck. The Mayor then stated the question "Shall Ordinance No. 798 be passed and adopted. Upon electronic vote, the following council members voted YES: Batcher, Ueckert, Lewis, and TenEyck. NO: no one. The passage and adoption of said Ordinance having been concurred by a majority of all members of the council, the Mayor then declared the Ordinance adopted and the Mayor in the presence of the council signed and approved the Ordinance and the clerk attested the passage and approval of same and affixed her signature thereto. A true, correct, and complete copy of said Ordinance is on file at city hall.

14. Ordinance No. 799 Salaries of the Employees of the City of Valley. Council member TenEyck introduced AN ORDINANCE OF THE CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA, RELATING TO THE SALARIES OF THE EMPLOYEES OF THE CITY OF VALLEY, NEBRASKA; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH. Council member Batcher moved that the statutory rule requiring reading on three different days be suspended. Council member Lewis seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: Batcher, TenEyck, Lewis and Ueckert. NO: no one. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said Ordinance was then read by title and thereafter Council member TenEyck moved for final passage of the Ordinance which motion was seconded by Council member Batcher. The Mayor then stated the question "Shall Ordinance No. 799 be passed and adopted. Upon electronic vote, the following council members voted YES: Batcher, Ueckert, Lewis, and TenEyck. NO: no one. The passage and adoption of said Ordinance having been concurred by a majority of all members of the council, the Mayor then declared the Ordinance adopted and the Mayor in the presence of the council signed and approved the Ordinance and the clerk attested the passage and approval of same and affixed her signature thereto. A true, correct, and complete copy of said Ordinance is on file at city hall.

15. Ordinance No. 800 Vacating a portion of the existing right-of-way of Meigs Street. Greg Perry addressed Council members to explain the reasons and in support of vacating the right-of-way. Council member Lewis introduced AN ORDINANCE VACATING A PORTION OF THE EXISTING RIGHT OF WAY OF MEIGS STREET LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) IN SECTION 06, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA; AND RESERVING TO THE CITY OF VALLEY, ANY PUBLIC UTILITIES AND ANY CABLE TELEVISION SYSTEMS ANY AND ALL EXISTING EASEMENTS

AND EXISTING RIGHTS AS PROVIDED BY NEBRASKA REVISED STATUTE §17-558(5)(a) AND (b); PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH. Council member Batcher moved that the statutory rule requiring reading on three different days be suspended. Council member Lewis seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: Batcher, TenEyck, Lewis and Ueckert. NO: no one. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said Ordinance was then read by title and thereafter Council member Lewis moved for final passage of the Ordinance which motion was seconded by Council member Batcher. The Mayor then stated the question "Shall Ordinance No. 800 be passed and adopted. Upon electronic vote, the following council members voted YES: Batcher, Ueckert, Lewis, and TenEyck. NO: no one. The passage and adoption of said Ordinance having been concurred by a majority of all members of the council, the Mayor then declared the Ordinance adopted and the Mayor in the presence of the council signed and approved the Ordinance and the clerk attested the passage and approval of same and affixed her signature thereto. A true, correct, and complete copy of said Ordinance is on file at city hall.

16. Ordinance No. 801 Amendment to Kennel definition, Bicycle registration, and Dog license tags. The Building Inspector addressed Council members to explain the revisions and in support of the changes. Council member Batcher introduced AN ORDINANCE AMENDING SECTION 2-302 OF THE VALLEY MUNICIPAL CODE TO PROVIDE FOR LIFETIME DOG REGISTRATION TAGS; AMENDING SECTION 2-401 OF THE VALLEY MUNICIPAL CODE TO DEFINE A KENNEL AS PREMISES ON WHICH MORE THAN THREE DOGS ARE KEPT; REPEALING SECTION 3-403 OF THE VALLEY MUNICIPAL CODE REGARDING BICYCLE REGISTRATION; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH. Council member Batcher moved that the statutory rule requiring reading on three different days be suspended. Council member Lewis seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: Batcher, TenEyck, Lewis and Ueckert. NO: no one. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said Ordinance was then read by title and thereafter Council member Batcher moved for final passage of the Ordinance which motion was seconded by Council member Ueckert. The Mayor then stated the question "Shall Ordinance No. 801 be passed and adopted. Upon electronic vote, the following council members voted YES: Batcher, Ueckert, Lewis, and TenEyck. NO: no one. The passage and adoption of said Ordinance having been concurred by a majority of all members of the council, the Mayor then declared the Ordinance adopted and the Mayor in the presence of the council signed and approved the Ordinance and the clerk attested the passage and approval of same and affixed her signature thereto. A true, correct, and complete copy of said Ordinance is on file at city hall.

17. Ordinance No. 802 Updated land use matrix. The Building Inspector addressed Council members to explain the revisions and in support of the changes.

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

Council member Batcher introduced AN ORDINANCE TO AMEND EXISTING SECTIONS OF THE CITY OF VALLEY ZONING REGULATIONS, SPECIFICALLY THE LAND USE CATEGORIES MATRIX RELATING TO WAREHOUSING AND STORAGE; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH. Council member Batcher moved that the statutory rule requiring reading on three different days be suspended. Council member Lewis seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: Batcher, TenEyck, Lewis and Ueckert. NO: no one. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Council member Batcher made a motion for interlineation to the Ordinance. Lewis seconded. Batcher, Lewis, TenEyck, and Ueckert voted YES. NO: no one. Motion carried.

Said Ordinance was then read by title and thereafter Council member Batcher moved for final passage of the Ordinance which motion was seconded by Council member TenEyck. The Mayor then stated the question "Shall Ordinance No. 802 be passed and adopted. Upon electronic vote, the following council members voted YES: Batcher, Ueckert, Lewis, and TenEyck. NO: no one. The passage and adoption of said Ordinance having been concurred by a majority of all members of the council, the Mayor then declared the Ordinance adopted and the Mayor in the presence of the council signed and approved the Ordinance and the clerk attested the passage and approval of same and affixed her signature thereto. A true, correct, and complete copy of said Ordinance is on file at city hall.

18. Ordinance No. 803 Sign regulations. The Building Inspector addressed Council members to explain the revisions and in support of the changes.

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

Council member TenEyck introduced AN ORDINANCE TO AMEND EXISTING SECTIONS OF THE CITY OF VALLEY ZONING REGULATIONS RELATING TO SIGN REGULATIONS; TO AMEND THE ZONING MATRIX TO CONFORM TO THE AMENDMENTS RELATING TO SIGN REGULATIONS; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH. Council member Batcher moved that the statutory rule requiring reading on three different days be suspended. Council member TenEyck seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: Batcher, TenEyck, Lewis and Ueckert. NO: no one. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said Ordinance was then read by title and thereafter Council member TenEyck moved for final passage of the Ordinance which motion was seconded by Council member Lewis. The Mayor then

stated the question "Shall Ordinance No. 803 be passed and adopted. Upon electronic vote, the following council members voted YES: Batcher, Ueckert, Lewis, and TenEyck. NO: no one. The passage and adoption of said Ordinance having been concurred by a majority of all members of the council, the Mayor then declared the Ordinance adopted and the Mayor in the presence of the council signed and approved the Ordinance and the clerk attested the passage and approval of same and affixed her signature thereto. A true, correct, and complete copy of said Ordinance is on file at city hall.

19. Ordinance No. 804 Landscaping and screening requirements. The Building Inspector addressed Council members to explain the revisions and in support of the changes.

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

Council member Batcher introduced AN ORDINANCE TO AMEND EXISTING SECTIONS OF THE CITY OF VALLEY ZONING REGULATIONS RELATING TO LANDSCAPING AND SCREENING REQUIREMENTS; TO AMEND THE ZONING MATRIX TO CONFORM TO THE AMENDMENTS RELATING TO LANDSCAPING AND SCREENING REQUIREMENTS; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH. Council member Batcher moved that the statutory rule requiring reading on three different days be suspended. Council member TenEyck seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: Batcher, TenEyck, Lewis and Ueckert. NO: no one. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said Ordinance was then read by title and thereafter Council member Batcher moved for final passage of the Ordinance which motion was seconded by Council member Lewis. The Mayor then stated the question "Shall Ordinance No. 804 be passed and adopted. Upon electronic vote, the following council members voted YES: Batcher, Ueckert, Lewis, and TenEyck. NO: no one. The passage and adoption of said Ordinance having been concurred by a majority of all members of the council, the Mayor then declared the Ordinance adopted and the Mayor in the presence of the council signed and approved the Ordinance and the clerk attested the passage and approval of same and affixed her signature thereto. A true, correct, and complete copy of said Ordinance is on file at city hall.

20. Ordinance No. 805 Overlay district design standards. The Building Inspector addressed Council members to explain the revisions and in support of the changes.

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

Council member Lewis introduced AN ORDINANCE TO AMEND EXISTING SECTIONS OF THE CITY OF VALLEY ZONING REGULATIONS RELATING TO DESIGN STANDARDS FOR COMMERCIAL AREAS; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH. Council member Batcher moved that the statutory rule requiring reading on three different days be suspended. Council member Lewis seconded the motion to suspend the rules and upon

electronic vote on the motion the following council members voted YES: Batcher, TenEyck, Lewis and Ueckert. NO: no one. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said Ordinance was then read by title and thereafter Council member Batcher moved for final passage of the Ordinance which motion was seconded by Council member TenEyck. The Mayor then stated the question "Shall Ordinance No. 805 be passed and adopted. Upon electronic vote, the following council members voted YES: Batcher, Ueckert, Lewis, and TenEyck. NO: no one. The passage and adoption of said Ordinance having been concurred by a majority of all members of the council, the Mayor then declared the Ordinance adopted and the Mayor in the presence of the council signed and approved the Ordinance and the clerk attested the passage and approval of same and affixed her signature thereto. A true, correct, and complete copy of said Ordinance is on file at city hall.

21. Resolution No. 2023-72 Emergency Contractor list. Council member Batcher introduced, read, and moved for passage of Resolution No. 2023-72 approving the emergency contractor list. Lewis seconded. Lewis, TenEyck, Ueckert, and Batcher voted YES: NO: no one. Motion carried. A true, correct, and complete copy of said resolution is on file at city hall.

22. Resolution No. 2023-77 Agreement with JEO for Valley Park Phase 1 Improvements. Council member Batcher introduced, read, and moved for passage of Resolution No. 2023-77 authorizing the Mayor to sign the Agreement with JEO for Valley Park Phae 1. Ueckert seconded. TenEyck, Ueckert, and Batcher voted YES: NO: Lewis. Motion carried. A true, correct, and complete copy of said resolution is on file at city hall.

23. Resolution No. 2023-78 Bland & Associates conduct 2023 audit. Council member Lewis introduced, read, and moved for passage of Resolution No. 2023-78 authorizing the Mayor to sign the letter of engagement with Bland & Associates to conduct the 2023 audit. Batcher seconded. Lewis, Ueckert, TenEyck and Batcher voted YES. NO; no one, motion carried. A true, correct, and complete copy of said resolution is on file at city hall.

24. PeopleService – Mike Adair gave updates on the water projects.

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

Council member TenEyck introduced, read, and moved for passage of Resolution No. 2023-73 authorizing the payment of \$196,448.01 to Onyx Blasting & Coating, LLC for the water tower repair and repainting. Batcher seconded. Lewis, Batcher, TenEyck and Ueckert voted YES: NO: no one. Motion carried. A true correct and complete copy of said resolution is on file at city hall.

Council member Batcher introduced, read, and moved for passage of Resolution No. 2023-74 authorizing the payment of \$316,800.00 to Neuvirth Construction Inc. for the backwash recovery.

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

26. City Engineer Greg Perry reviewed ongoing projects.

Council member TenEyck introduced, read, and moved for passage of Resolution No. 2023-75 authorizing United Republic Bank to disburse to Vrba Construction the amount of \$171,799.25 for water main, sanitary sewer, and storm sewer improvements and the City of Valley in the amount of \$6,855.15. Batcher seconded. TenEyck, Batcher and Ueckert voted YES: NO: Lewis. Motion carried. A true, correct, and complete copy of said resolution is on file at city hall.

Council member Batcher introduced, read, and moved for passage of Resolution No. 2023-76 authorizing United Republic Bank to disburse to Thompson Construction, Inc. the amount of \$191,135.88 for water main, sanitary sewer, and storm sewer improvements and the City of Valley in the amount of \$15,053.99. TenEyck seconded. TenEyck, Batcher and Ueckert voted YES: NO: Lewis. Motion carried. A true, correct, and complete copy of said resolution is on file at city hall.

Updates were given on the following projects: Ginger Cove lift station number 3 upgrades; Valhaven and Ginger Woods number 2 lift station improvements; and FY2024 street projects.

27. City Attorney Jeff Farnam reviewed ongoing projects.

28. Employee Wages Mayor Grove stated that employee performance evaluations were recently completed, and she asked the council to consider going into executive session to review said evaluations and job performance reviews.

Council member Batcher moved to go into executive session at 8:18 p.m. to discuss the evaluations and job performance reviews of the employees. TenEyck seconded the motion. TenEyck, Lewis, Batcher and Ueckert voted YES. NO: no one, motion carried.

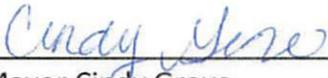
Council member Lewis moved to reconvene into regular session at 8:34 p.m. Batcher seconded the motion. TenEyck, Lewis, Batcher and Ueckert voted YES. NO: no one, motion carried.

Council member Batcher moved to accept and confirm the wage increases for each employee as discussed. Lewis seconded the motion. Batcher, Lewis, TenEyck and Ueckert voted YES. NO: no one, motion carried.

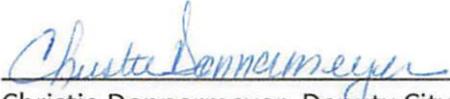
29. Mayor's Report Mayor Grove reported on water meter repairs, purchase of three new trucks, status of audit preparation and entry reconciliation, Kenny Grimm's passing, and recognition of Duane Prorok's retirement from the Planning Commission.

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

The meeting adjourned at 8:35 p.m.



Mayor Cindy Grove



Christie Donnermeyer, Deputy City Clerk

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

AGREEMENT RENEWAL

Maintenance Agreement No. 132- QE2226 S3
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Valley
Municipal Extensions in Valley

We hereby agree that Maintenance Agreement No. 132 described above be renewed for the period January 1, 2025 to December 31, 2025.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2022 with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this 12th day of November, 2024 .

ATTEST: City of Valley

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____ ,

ATTEST: State of Nebraska

District Engineer, Department of Transportation

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

AGREEMENT RENEWAL

Maintenance Agreement No. 132- QE2226 S3
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Valley
Municipal Extensions in Valley

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In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this 12th day of November, 2024 .

ATTEST: City of Valley

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____ , .

ATTEST: State of Nebraska

District Engineer, Department of Transportation

MAINTENANCE OPERATION AND RESPONSIBILITY
Municipal extensions and connecting links
(Streets Designated Part of the State Highway System excluding Freeways)

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Maintenance Responsibility</u> Neb. Rev. Stat. § 39-2105			
	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities	2 nd Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances <i>(including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)</i>	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Maintenance Responsibility</u> Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121				
	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities > 40,000	1 st Class Cities < 40,000	2 nd Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Valley

Date: 1/1/23

Surface Maintenance

From Attachment "C", it is determined that the City's responsibility for surface maintenance within the City limits is _____ lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the State for surface maintenance:
 _____ lane miles x \$ _____ per lane mile = \$ _____

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:
 _____ lane miles x \$ _____ per lane mile = \$ _____

Other (*Explain*)

The City agrees to perform snow removal on Highway 64 outside of the City limits per Exhibit "C".

The State agrees to pay the City \$1,330.00 per lane mile for snow removal on Highway 64 outside of the city limits for 2.2 lane miles.

2.2 lane miles X \$1,330.00 per lane mile = \$2,926.00

CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 132 QE 2226 Supp 2
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Valley
Municipal Extensions in Valley

We hereby certify that all roadway snow removal and/or surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Thomas W. Goodbarn, Department of Transportation, Valley, Nebraska.

ATTEST: 12th day of November, 2024

City Clerk

Mayor/Designee

I hereby certify that all roadway snow removal and/or surface maintenance was performed as per the above listed agreement and payment for the same should be made.

District Engineer, Department of Transportation

For Office Use Only

Agreement No.: _____
Pay/Bill Code: _____
Contractor No.: _____
Amount: \$ _____

RESOLUTION NO. 2024-61

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

WHEREAS, on or about January 11, 2022, the City of Valley, Nebraska, a Nebraska Municipal Corporation (“City”) and the Valley Suburban Fire Protection District No. 5, a political subdivision of the State of Nebraska (“VSFPD”) entered an Agreement relating to the City’s purchase of a building owned by VSFPD (the “Agreement”); and

WHEREAS, it is in the City of Valley’s best interest to assign the City’s right, title and interest in and to the Agreement to the City of Valley Leasing Corporation, a Nebraska nonprofit corporation; and

WHEREAS, a copy of the Assignment of Agreement is attached hereto as Exhibit “A” and incorporated herein by this reference.

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

1. The Mayor is hereby authorized and directed to execute the Assignment of Agreement for and on behalf of the City of Valley, Nebraska.

PASSED AND APPROVED THIS 12th DAY OF NOVEMBER, 2024.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

ATTEST:

Christie Donnermeyer, City Clerk

ASSIGNMENT OF AGREEMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, the CITY OF VALLEY, NEBRASKA, a Nebraska Municipal Corporation (“Assignor”) hereby assigns to CITY OF VALLEY LEASING CORPORATION, a Nebraska Nonprofit Corporation (“Assignee”), all of Assignor’s right, title and interest in and to that certain Agreement dated January 11, 2022, by and between the Valley Suburban Fire Protection District No. 5, a political subdivision of the State of Nebraska and Assignor, pertaining to that certain real property legally described as follows:

The Southerly 106 feet of the Westerly 206.02 feet of Tax Lot 7, together with the part of vacated Walnut Street adjoining on the West, located in the Southwest ¼ of the Northwest ¼ of Section 31, Township 16 North, Range 10 East of the 6th P.M., as surveyed, platted and recorded in Douglas County, Nebraska.

Assignor represents and warrants to Assignee that (1) attached hereto as Exhibit “A” is a true and complete copy of the Agreement, (2) the Agreement is in full force and effect and has not been modified in any way, (3) Assignor’s interest in and to the Agreement is free and clear of any prior assignment and of any lien or security interest, (4) Assignor has good right and lawful authority to execute and deliver this Assignment and to assign to Assignee all of Assignor’s interest in the Purchase Agreement, and (5) no party to the Purchase Agreement is presently in default with respect to the performance of such party’s obligations under the Purchase Agreement.

By accepting this Assignment, Assignee assumes and agrees to perform all of the obligations of the City under the Agreement, including but not limited to any obligations to be performed after closing thereunder.

The Assignment of Purchase Agreement may be executed in counterparts and an electronic or digital signature may be treated as an original signature.

IN WITNESS WHEREOF, the parties have executed this Assignment of Agreement on this ___ day of October, 2024.

ASSIGNOR:

CITY OF VALLEY, NEBRASKA,
a Nebraska Municipal Corporation

By: _____
Cindy Grove, Mayor

ASSIGNEE:

CITY OF VALLEY LEASING CORPORATION, NEBRASKA,
a Nebraska Municipal Corporation

By: _____
John Batcher, President

CONSENT TO AND ACCEPTANCE OF ASSIGNMENT

The undersigned, VALLEY SUBURBAN FIRE PROTECTION DISTRICT NO. 5, a political subdivision of the State of Nebraska, hereby consents to and accepts the above Assignment of Agreement.

DATED this ____ day of October, 2024.

VALLEY SUBURBAN FIRE PROTECTION DISTRICT NO.
5, a political subdivision of the State of Nebraska

By: _____
Amy Carlson, President

RESOLUTION NO. 2024-62

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

WHEREAS, on or about September 10, 2024, the Valley City Council passed Ordinance No. 818, which, in part, requires the City Council to approve the form and content of a Site Lease and Lease Agreement relating to the lease or the lease-purchase of certain real property in connection with financing all or a portion of the costs of (a) constructing and equipping certain park improvements, and (b) the acquisition of a building from the Valley Suburban Fire District; and

WHEREAS, a copy of the Site Lease is attached hereto as Exhibit “A” and incorporated herein by this reference; and

WHEREAS, a copy of the Lease Agreement is attached hereto as Exhibit “B” and incorporated herein by this reference; and

WHEREAS, it is in the City of Valley’s best interest to approve the form and content of the Site Lease and Lease Agreement.

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

1. The form and content of the Site Lease is hereby approved and the Mayor and the City Clerk are hereby authorized and directed to execute the Site Lease for and on behalf of the City of Valley, Nebraska.
2. The form and content of the Lease Agreement is hereby approved and the Mayor and the City Clerk are hereby authorized and directed to execute the Lease Agreement for and on behalf of the City of Valley, Nebraska.

PASSED AND APPROVED THIS 12th DAY OF NOVEMBER, 2024.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

ATTEST:

Christie Donnermeyer, City Clerk

**PREPARED BY AND
WHEN RECORDED, RETURN TO:**

Kutak Rock LLP
The Omaha Building
1650 Farnam Street
Omaha, NE 68102
Attn: Jed J. Herblan, Esq.
(402) 346-6000

SITE LEASE

between

CITY OF VALLEY, NEBRASKA,
as Lessor

and

CITY OF VALLEY LEASING CORPORATION,
as Lessee

Dated as of November 5, 2024

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SITE LEASE

THIS SITE LEASE, dated as of November 5, 2024 (this “**Site Lease**”), by and between the **CITY OF VALLEY, NEBRASKA**, a city of the second class and a political subdivision duly organized and existing under the laws of the State of Nebraska, as lessor (the “**City**”), and the **CITY OF VALLEY LEASING CORPORATION**, a nonprofit corporation duly organized and existing under the laws of the State of Nebraska, as lessee (the “**Corporation**”).

WITNESSETH :

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

DEMISE OF SITE AND WARRANTIES

Section 1.01. Demise. Subject to and upon the terms, conditions, covenants, and undertakings hereinafter set forth, the City hereby leases and permits the use to, and the Corporation hereby leases from the City, the following:

(a) The property described in Exhibit A attached hereto, which is located in Douglas County, Nebraska (the “**Project Site**”), together with all right, title and interest of City, if any, in, to and under all agreements, easements, rights of way, gores of land, air rights, sewer rights, water courses and water rights, and all privileges, liberties, tenements, and appurtenances whatsoever in any way belonging, relating or appertaining to the Project Site or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the City; and

(b) All right, title and interest of the City, if any, in and to any and all buildings, structures, facilities and other improvements, whether currently located on the Project Site or constructed thereon pursuant to the terms of the Lease (collectively, the “**Project**”).

Notwithstanding anything herein to the contrary, the City and the Corporation acknowledge and agree that during the Term (as defined in Section 2.01 below), the Project shall at all times constitute property of the Corporation. Upon the expiration of the Term or the earlier termination of this Site Lease, title to the Project shall vest in the City.

Section 1.02. Warranties. The City covenants and warrants to the Corporation as follows:

(a) The City has good and merchantable title to the Project Site, has authority to enter into, execute, and deliver this Site Lease, has duly authorized the execution and delivery of this Site Lease and has duly executed and delivered this Site Lease;

(b) The Project Site is not subject to any dedication, easement, right-of-way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the construction of the Project on the Project Site, as

contemplated by that certain Lease Agreement, dated as of November 5, 2024 (the “Lease”), by and between the City and the Corporation;

(c) All taxes, assessments or impositions of any kind with respect to the Project Site, except current taxes, have been paid in full; and

(d) The Project Site is properly zoned for the purpose of the Project.

Section 1.03. Environmental Covenant. To the best knowledge of the City, (a) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating thereto (collectively, “**Environmental Regulations**”), and also including urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos-containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens, and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Project Site and the Project to any damages, penalties or liabilities under any applicable Environmental Regulation (collectively, “**Hazardous Substances**”) are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Project Site or the Project in violation of any Environmental Regulation; (b) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Project Site into the environment; (c) the Project Site has not been used as or for a mine, a landfill, a dump or other disposal facility, an industrial or manufacturing facility, or a gasoline service station; (d) no underground storage tank is located at the Project Site or has previously been located therein but has been removed therefrom; (e) no violation of any Environmental Regulation now exists relating to the Project Site or the Project, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Project Site or the Project by any governmental entity or agency which in any way relates to Hazardous Substances; (f) no person, party or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in clause (a) above; (g) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under, over or from the Project Site; (h) the Project Site is not listed in the United States Environmental Protection Agency’s National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (i) the Project Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

If any Hazardous Substance is found upon, under, over or from the Project Site or the Project in violation of any Environmental Regulation or if any lien or claim for lien in favor of any governmental entity or agency as a result of any release of any Hazardous Substance is threatened, the City, at its sole cost and expense, shall, within 10 days of such finding, deliver written notice thereof to the Corporation and shall take reasonable and necessary steps to remove such Hazardous Substances upon, under, over or from the Project Site or the Project and prevent the imposition of any liens against the Project Site or the Project for the cleanup of any Hazardous Materials. Such

removal shall be conducted and completed in compliance with all applicable federal, state, and local laws, regulations, rules, ordinances, and policies, in accordance with the orders and directives of all federal, state, and local governmental authorities. If the City has not removed such Hazardous Substances within a time period deemed reasonable by the Corporation, the City shall, at the written direction of the Corporation, take such remedial action as the Corporation shall direct. If the City shall not comply with the written directions of the Corporation within the time frame established within its written directions, the City hereby grants to the Corporation an irrevocable license to remove Hazardous Substances from, repair, clean up, and detoxify the Project Site and the Project and agrees to reimburse the Corporation for all of its costs therefor.

The City further agrees, to the extent permitted by Nebraska law, to reimburse the Corporation for any and all claims, demands, judgments, penalties, liabilities, costs, damages, and expenses, including court costs and attorneys' fees directly or indirectly incurred by the Corporation (prior to trial, at trial and on appeal) in any action against or involving the Corporation resulting from any breach of the foregoing covenants, or from the discovery of any Hazardous Substance, in, upon, under or over, or emanating from the Project Site or the Project, whether or not the City is responsible therefor, it being the intent of the City and the Corporation that the Corporation shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean up of, or otherwise with respect to, Hazardous Substances by virtue of the interests of the Corporation in the Project Site and the Project pursuant to this Site Lease, or hereafter created, or as the result of the Corporation exercising any of its rights or remedies with respect thereto hereunder or under any other instrument, including, but not limited to, becoming the owner thereof by foreclosure or conveyance in lieu of foreclosure. The foregoing representations, warranties, and covenants of this Section shall be deemed continuing covenants, representations, and warranties for the benefit of the Corporation, including, but not limited to, any purchaser at a foreclosure sale, any transferee of the title of the Corporation or any other purchaser at a foreclosure sale, and any subsequent owner of the Project Site, and shall survive the satisfaction or release of this Site Lease, any foreclosure of a mortgage lien encumbering the Lease or any other instrument, and/or any acquisition of title to the Project Site or any part thereof by the Corporation, by deed in lieu of foreclosure or otherwise.

ARTICLE II

TERM AND RENT

Section 2.01. Term. The term of this Site Lease (the "Term") shall commence as of the day and year first above written and shall end on November 5, 2074, unless earlier terminated in accordance with Section 3.01 hereof.

Section 2.02. Rent. The rent for the entire Term of this Site Lease shall be \$1.00, payable in one installment in advance on the Closing Date, as defined in the Lease.

ARTICLE III

TERMINATION

Section 3.01. Termination. Subject to the other provisions of this Site Lease, this Site Lease shall terminate upon the occurrence of any one of the following events:

(a) The exercise by the City of its option to prepay the Lease and the Additional Payments, and all other sums due in accordance with the terms and conditions of the Lease.

(b) The termination of the Lease Term upon the occurrence of an Event of Default by the City under Article XI of the Lease and the receipt by the Corporation of amounts from the sublease or sale of the Corporation's interest in the Project Site and the Project sufficient to:

(i) reimburse the Corporation for all administrative costs and expenses, including reasonable attorneys' fees, incurred by the Corporation as a result of the Event of Default and the termination of the Lease and the sublease or sale of the Corporation's interest in the Project Site;

(ii) reimburse the Corporation for all capital costs and expenses in any manner incurred by the Corporation with respect to preparing the Project Site for sublease for commercial or other lawful purposes; and

(iii) repay all remaining Rental Payments and Additional Payments under the Lease, and all other sums due in accordance with the terms and conditions of the Lease.

The amounts referred to in clauses (i), (ii) and (iii) of Section 3.01(b) are hereinafter collectively referred to as the "**Reimbursement Amount.**"

Section 3.02. Holdover by the Corporation. If this Site Lease is terminated under either Section 3.01(b) above, the parties agree that the Corporation may hold over on the Project Site, and the Corporation shall be treated as a holdover lessee of the Project Site. The term of any such holdover lease shall be on an annual basis. The annual holdover rent amount shall be all amounts received by the Corporation from any sublease of the Project Site during the holdover lease term plus the then current fair market rental value for any Corporation uses of the Project Site during the holdover lease term. During the holdover period, the Corporation may sublease the Project Site at a fair market rental value, provided that any sublease shall not have a term greater than one year. The holdover lease term shall expire upon the Corporation's receipt of the Reimbursement Amount described in Section 3.01.

Section 3.03. Use of Revenues. After termination of the Lease Term by the City upon the occurrence of an Event of Default under Article XI of the Lease, revenues received by the Corporation from the Project Site as contemplated in Section 3.01(b) shall be applied as follows:

FIRST, an amount thereof equal to reasonable and necessary ongoing administrative costs and costs of operation of the Project Site may be retained by the Corporation; and

SECOND, any remaining amount thereof shall be retained by the Corporation and credited to the payment of the Reimbursement Amount.

Section 3.04. Reports. If the Lease Term is terminated by the City as a result of the occurrence of an Event of Default by the City under Article XI of the Lease, the Corporation shall keep complete and accurate records regarding any sublease of the Project Site and the Project and shall, within 60 days after the end of each Fiscal Year of the City, deliver a written report to the City showing (a) all amounts received by the Corporation from any sublease of the Project Site, (b) an analysis as to whether the Corporation has received the Reimbursement Amount, with all supporting calculations, and (c) the date, if any, during the next Fiscal Year of the City on which the Corporation expects to receive the Reimbursement Amount. Such written report shall be verified by a certified public accountant or firm of certified public accountants not in the regular employ of the Corporation. The City shall have the right, at its own expense, to examine all of the Corporation's records insofar as they relate to the Project Site. Such examination shall be made at the Corporation's offices during normal business hours.

Section 3.05. City's Option To Pay Reimbursement Amount. If the Lease Term is terminated by the City as a result of the occurrence of an Event of Default by the City under Article XI of the Lease, the unpaid balance of the Reimbursement Amount and any other payment required under Section 3.03 hereof may be paid by the City at any time. Upon such payment, this Site Lease and the Corporation's interest in the Project Site shall terminate; provided, however, that if the Corporation's interest in the Project Site has been subleased to any sublessee pursuant to any sublease still in effect, this Site Lease shall not terminate, but the Corporation shall assign and set over to the City all of the Corporation's interest in the Project Site granted under this Site Lease, subject to all existing rights created in the Project Site by all such subleases, and the City shall be entitled to all rent payments with respect to any subleases of the Project Site.

Section 3.06. Effect of Termination of Lease. If the Lease Term is terminated by the Corporation as a result of the occurrence of an Event of Default by the City under Article XI of the Lease, the City shall have no continuing obligation under this Site Lease after such termination, other than to continue to allow the Corporation to continue to use and enjoy the Project Site as provided herein.

ARTICLE IV

USE OF SITE; ADDITIONAL COVENANTS

Section 4.01. Use. The Corporation shall not use or permit the use of the Project Site for any unlawful purpose.

Section 4.02. Quiet Enjoyment. The City covenants that upon the Corporation paying the rent reserved herein, and performing all conditions and covenants set forth in this Site Lease and the Lease, the Corporation shall and may peaceably have, hold and enjoy the Project Site for the term of this Site Lease. The Corporation covenants that upon expiration of this Site Lease, it

shall give the City peaceable possession of the Project Site, together with the Project and any other improvements constructed thereon pursuant to the Lease.

Section 4.03. Assignment and Subletting. The Corporation shall not have the right to assign its interest in this Site Lease, or to sublet the Project Site, except for the Lease or as otherwise allowed upon termination for an Event of Default.

Section 4.04. Additional Covenants. Other than the rights granted under the Sublease, if any person or entity, however organized (other than the Corporation or any assignee of the Corporation), shall be determined to hold any interest that in any manner affects the City's good and merchantable title to the Project Site, the City shall use its best efforts to acquire the interest so held, such acquisition to be made at the City's sole cost and expense. To the extent allowed by law, the City hereby agrees to save and keep harmless the Corporation, or any assignee of the Corporation, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, costs, and expenses (including reasonable attorneys' fees, but only if litigation is actually commenced by the Corporation) of whatever kind and nature, imposed on, incurred by or asserted against the Corporation, or any assignee of the Corporation, that in any way relate to or arise out of the assertion of any interest affecting the City's good and merchantable title to the Project Site by any person or entity, however organized (other than the Corporation or any assignee of the Corporation).

ARTICLE V

MISCELLANEOUS

Section 5.01. Binding Effect. This Site Lease shall be binding upon, and inure to the benefit of, the parties hereto, and their successors and assigns.

Section 5.02. Certain Defined Terms. Unless the context hereof clearly requires otherwise, capitalized terms used in this Site Lease, which are not defined in this Site Lease and are otherwise defined in the Lease, shall have the same meanings as set forth in the Lease.

Section 5.03. Severability. If any provision of this Site Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 5.04. Amendments, Changes, and Modifications. This Site Lease may be amended or any of its terms modified only by written amendment authorized and executed by the City and the Corporation.

Section 5.05. Further Assurances and Corrective Instruments. The Corporation and the City agree they will, if necessary, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project Site and the Project or for carrying out the expressed intention of this Site Lease.

Section 5.06. Execution in Counterparts. This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.07. Applicable Law. This Site Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

Section 5.08. Authorized Officers. Whenever under the provisions of this Site Lease the approval of the Corporation or the City is required, or the Corporation or the City is required to take some action at the request of the other, such approval of such request shall be given for the Corporation or for the City by a City Representative or a Corporation Representative, as applicable, and any party hereto shall be authorized to rely upon any such approval or request.

Section 5.09. Captions. The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Site Lease.

Section 5.10. Notices. All notices, certificates or other communications hereunder shall be sufficiently given if provided in accordance with the terms of Section 13.01 of the Lease.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Site Lease as of the date first above written.

CITY OF VALLEY, NEBRASKA

By _____
Cindy Grove, Mayor

By _____
Christie Donnermeyer, Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this _____ day of _____, 2024, before me, the undersigned, personally appeared Cindy Grove and Christie Donnermeyer, known to me to be the Mayor and the Clerk, respectively, of the City of Valley, Nebraska, the City that executed the within instrument, and who acknowledged to me such City executed the same.

Notary Public
My commission expires: _____

CITY OF VALLEY LEASING CORPORATION

By _____
John Batcher, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this _____ day of _____, 2024, before me, the undersigned, personally appeared John Batcher, known to me to be the President of City of Valley Leasing Corporation, a Nebraska nonprofit corporation that executed the within instrument, and who acknowledged to me such corporation executed the same.

Notary Public
My commission expires: _____

(Signature page to Site Lease)

**EXHIBIT A
TO
SITE LEASE**

A tract of land located within the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼), Section 36, Township 16 North, Range 09 East of the 6th P.M., City of Valley, Douglas County, Nebraska, generally located as south of Valley Street and west of West Street, as outlined in red hereinbelow:



LEASE AGREEMENT

between

CITY OF VALLEY LEASING CORPORATION

and

CITY OF VALLEY, NEBRASKA

Dated as of November 5, 2024

The interest of the City of Valley Leasing Corporation in this Lease has been pledged and assigned to BOKF, National Association, Lincoln, Nebraska, as Trustee under the Trust Indenture dated as of November 5, 2024.

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EXHIBIT A PROJECT SITE LEGAL DESCRIPTION

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Lease**”), dated as of November 5, 2024 between the **CITY OF VALLEY LEASING CORPORATION**, a nonprofit corporation organized and existing under the laws of the State of Nebraska (the “**Corporation**”), and the **CITY OF VALLEY, NEBRASKA**, a City of the second class and a body corporate and politic of the State of Nebraska (the “**City**”);

WITNESSETH:

WHEREAS, the Corporation is a nonprofit corporation duly organized and existing under the Nebraska Nonprofit Corporation Act, Sections 21-1901 et seq., Reissue Revised Statutes of Nebraska, as amended (the “**Nonprofit Act**”), for the purpose of benefiting and carrying out the purposes of the City, by providing for the acquisition, construction, improvement, extension, repair, remodeling, renovation and financing of buildings, facilities, furnishings and equipment for the use of the City for City purposes; and

WHEREAS, the City is authorized pursuant to Section 19-2421, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), to sell, lease or otherwise provide access to a nonprofit corporation any existing sites owned by the City, together with any existing buildings and facilities thereon, in order for the nonprofit corporation to acquire, construct, improve, extend, repair, remodel, renovate, furnish and equip buildings and facilities thereon, and then lease or purchase such sites, buildings and facilities from the nonprofit corporation; and

WHEREAS, pursuant to the foregoing, the Mayor and City Council of the City adopted a resolution on September 10, 2024 authorizing the City to (a) lease to the Corporation the real property on which the Park Project (as defined herein) is located, pursuant to the terms of a Site Lease, dated as of November 5, 2024 (the “**Site Lease**”), between the City and the Corporation and (b) enter into this Lease for the purpose of financing (i) the construction and equipping of certain park improvements, including removal of existing park pavement and playground equipment, new concrete parking lots, drives and walks, new park entry feature, basketball court, pickleball court(s), sand volleyball court, park shade structure, landscaping and turf and new pedestrian lighting (the “**Park Project**”), and (ii) the acquisition of a building from the Valley Suburban Fire Department, all located within the City (the “**Fire Project**” and together with the Park Project, the “**Project**”); and

WHEREAS, the Board of Directors of the Corporation has heretofore adopted a resolution effective September 10, 2024 (the “**Corporation Resolution**”), authorizing the Corporation to (a) issue its Lease Rental Revenue Bonds, Series 2024, in the aggregate principal amount of \$1,860,000 (the “**Series 2024 Bonds**”), for the purpose of providing funds to acquire, construct, furnish and equip the Project; (b) lease the Project to the City pursuant to the Lease; (c) enter into a Trust Indenture of even date herewith (the “**Indenture**”), with BOKF, National Association, Lincoln, Nebraska, as Trustee (the “**Trustee**”), for the purpose of issuing and securing the Series 2024 Bonds and Additional Bonds (collectively the “**Bonds**”), as therein provided; and (d) enter into this Lease with the City pursuant to which the Corporation will cause the proceeds of the Series 2024 Bonds to be used to acquire the Project and will lease the Project

to the City in consideration of rental payments (“**Rental Payments**”) by the City which are to be sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2024 Bonds as the same become due; and

WHEREAS, pursuant to the foregoing, the Corporation desires to lease the Project to the City and the City desires to lease the Project from the Corporation for the rental payments and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Corporation and the City do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease, capitalized words and terms used in this Lease shall have the meanings given to such words and terms in Section 1.01 of the Indenture (which definitions are hereby incorporated by reference).

Section 1.02. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(b) All references in this Lease to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

ARTICLE II

REPRESENTATIONS

Section 2.01. Representations by the Corporation. The Corporation makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Corporation is a nonprofit corporation duly organized and existing under the laws of the State of Nebraska (the “**State**”), including particularly the Nonprofit Act.

(b) The Corporation has lawful power and authority under the Act to enter into the transactions contemplated by this Lease and to carry out its obligations

hereunder. By proper action of its Board of Directors, the Corporation has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers.

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease, the Indenture and other documents relating to the issuance of the Bonds by the Corporation will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any restriction or any agreement or instrument to which the Corporation is a party or by which it or any of its property is bound, or the Corporation's Articles of Incorporation or Bylaws or any order, rule or regulation applicable to the Corporation or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Corporation under the terms of any instrument or agreement to which the Corporation is a party.

(d) The Corporation proposes to (i) purchase the Fire Project with proceeds of the Series 2024 Bonds, (ii) lease the site of the Park Project from the City pursuant to the Site Lease, and (iii) lease the Project to the City pursuant to this Lease and may sell the Project to the City if the City exercises its option to purchase the Project all for the purpose of furthering the public purposes of the Act and the Nonprofit Act.

(d) The acquisition and financing of the Project and the leasing and sale of the Project by the Corporation to the City hereunder will further the public purposes of the Act and the Nonprofit Act.

(e) To finance the costs of the Project, the Corporation proposes to issue the Series 2024 Bonds in the aggregate principal amount of \$1,860,000. The Series 2024 Bonds will bear interest and be scheduled to mature as set forth in Section 2.08 of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of Article III of the Indenture. The Bonds are to be issued under and secured by the Indenture, pursuant to which the Rental Payments and other payments, revenues and receipts derived by the Corporation hereunder will be pledged and assigned to the Trustee as security for payment of the principal of, redemption premium, if any, and interest on the Bonds.

(f) The Corporation shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof.

(g) No member of the Board of Directors of the Corporation or any other officer of the Corporation has any significant or conflicting interest, financial, employment or otherwise, in the City, in the Project or in the transactions contemplated hereby, except as full-time employees of the City.

Section 2.02. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a city of the second class and a political subdivision and body corporate and politic organized and existing under the laws of the State.

(b) The City has lawful power and authority to enter into this Lease and to carry out its obligations hereunder, and by proper action of its Board has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers.

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to the City or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

(d) The acquisition and financing of the Project and the leasing and sale of the Project by the Corporation to the City will advance the purposes of the Act and the Nonprofit Act.

(e) The leasing of the Project will serve a function which presently is, and is anticipated to continue to be, essential to the proper, efficient and economic operation of the City in furtherance of its public purposes.

(f) The Project will comply in all material respects with all presently applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.

(g) The City will take no action that would cause the interest on the Bonds to become includable in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "**Code**"), and Treasury Regulations promulgated thereunder (the "**Regulations**"), and the City will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the interest on the Bonds does not become includable in gross income of the recipient for federal income tax purposes under the Code and Regulations, all as amended from time to time (including, without limitation, as provided by the Tax Certificate, the calculation and payment of any rebate required to preserve such exclusion).

(h) The City will submit to the Secretary of the Treasury information reporting statements and other information relating to this Lease and the Project at the times and in the forms required by the Code and the Regulations.

(i) The Project is located wholly within the geographic boundaries of the City.

ARTICLE III

GRANTING PROVISIONS

Section 3.01. Access to the Project Site. Simultaneously with the issuance and delivery of the Series 2024 Bonds and in consideration of its execution and the delivery of this Lease, (i) the City shall lease the Park Project site to the Corporation pursuant to the terms of the Site Lease, and (ii) the Corporation shall purchase the Fire Project with the proceeds of the Series 2024 Bonds. Accordingly, the Corporation shall have access to the Park Project site by virtue of the Site Lease and the Fire Project by virtue of its purchase of the building. The legal description of the real estate upon which the Project is located is more specifically described on Exhibit A hereto (collectively, the “Project Site”).

Section 3.02. Granting of Leasehold Estate. The Corporation hereby rents, leases and lets the Project to the City, and the City hereby rents, leases and hires the Project from the Corporation, for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.03. Lease Term. This Lease shall become effective upon its delivery, and subject to earlier termination pursuant to the provisions of this Lease, shall terminate on the earlier of (a) the payment by the City of all Rental Payments and all other amounts authorized or required to be paid by the City hereunder with respect to the Project, (b) the payment by the City of the purchase option price pursuant to Article VII, (c) a default by the City with respect to the Project and the Corporation’s election to terminate this Lease with respect to the Project pursuant to Article XI or (d) October 15, 2039.

Section 3.04. Possession and Use of the Project.

(a) The Corporation covenants and agrees that as long as the City shall not be in default under this Lease, the City shall have sole and exclusive possession of the Project (subject to the Corporation’s right of access pursuant to Section 9.03 hereof) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The Corporation covenants and agrees that it will not take any action, other than pursuant to Article XI of this Lease, to prevent the City from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the City, cooperate with the City in order that the City may have quiet and peaceable possession and enjoyment of the Project and will defend the City’s enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the City shall have the right to use the Project for any lawful purpose allowed by law. The City shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. The City shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried by the provisions of Article VI hereof. The City shall pay all costs, expenses, claims, fines, penalties and damages that

may in any manner arise out of, or be imposed as a result of, the failure of the City to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the City shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the City may refrain from complying therewith unless the Corporation or the Trustee shall notify the City that, in the opinion of Counsel, by noncompliance the interest of the Corporation in the Project will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly comply therewith or provide the Corporation with full security against any such loss or forfeiture, in form satisfactory to the Corporation. The Corporation will cooperate fully with the City in any such contest, upon request and at the expense of the City.

(c) Not more than 5% of the Project in the aggregate, measured in terms of available floor space or fair rental value, whichever is greater, may be used by any persons or entity other than the City, the State or other political subdivision of the State, except as provided in Article X.

ARTICLE IV

THE PROJECT

Section 4.01. Issuance of Bonds.

(a) In order to provide funds to finance the costs of acquiring, constructing and equipping the Project, the Corporation agrees that it will issue, sell and cause to be delivered to the Underwriter the Series 2024 Bonds. The proceeds of the sale of the Series 2024 Bonds shall be paid over to the Trustee for the account of the Corporation. The Trustee shall promptly deposit the proceeds of the sale of the Series 2024 Bonds into the funds and accounts as provided in the Indenture, to be used and applied as hereinafter provided in this Article and in the Indenture.

(b) The Corporation may authorize the issuance of Additional Bonds from time to time upon the terms and conditions provided in Section 2.09 of the Indenture for any of the following purposes:

(i) To provide funds to pay the costs of repairing, replacing or restoring the Project in the event of damage, destruction or condemnation thereto or thereof;

(ii) To provide funds to pay all or part of the costs of acquisition, construction, furnishing and equipping of Project Additions as the City may deem necessary or desirable, provided that such improvements do not materially impair the effective use of the Project and will not impair the nature of the Project as City facilities, and provided further that any such Project Additions shall become a part

of the Project and shall be included under this Lease to the same extent as if originally included hereunder; or

(iii) To provide funds for the purpose of refunding all of the Bonds of any series then Outstanding, including the payment of any premium thereon and interest to accrue to the redemption date and any expenses in connection with such refunding.

(c) If the City is not in default hereunder, the Corporation will, at the request of the City, from time to time, use its best efforts to issue the amount of Additional Bonds specified by the City, provided that the terms and provisions of such Additional Bonds, the purchase price to be paid therefor and the manner in which the proceeds therefrom are to be disbursed shall have been approved in writing by the City; and provided, further, that the City and the Corporation shall have entered into an amendment to this Lease to provide for additional Rental Payments in an amount at least sufficient to pay principal of, redemption premium, if any, and interest on the Additional Bonds when due, and the Corporation shall have otherwise complied with the provisions of the Indenture with respect to the issuance of such Additional Bonds. The terms and provisions of any Additional Bonds shall be set forth in the Supplemental Indenture authorizing such Additional Bonds.

Section 4.02. Reserved.

Section 4.03. Payment for Project Costs.

(a) All Project Costs shall be paid by the Trustee from moneys in the Project Fund.

(b) The City and the Corporation covenant and agree that they will not make or cause or permit to be made any use of the proceeds of the Bonds in any way so as to cause the interest on the Bonds to become includable in gross income for federal income tax purposes.

Section 4.04. Reserved.

Section 4.05. Surplus or Deficiency in the Project Fund.

(a) The Trustee shall, as provided in Section 5.06 of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the City solely to (i) the payment of principal and redemption premium, if any, of the Bonds through the payment or redemption thereof at the earliest date permissible under the terms of the Indenture, or (ii) at the option of the City, to the purchase of Bonds at such earlier date or dates as the City may elect. The amount so deposited in the Bond Fund may be invested as permitted by Section 7.02 of the Indenture to produce a Yield which is not greater than the Yield on the Bonds.

(b) If the Project Fund shall be insufficient to pay fully all Project Costs, the City shall pay, in cash, the full amount of any such deficiency and the City shall save the

Corporation whole and harmless from any obligation to pay such deficiency. The Corporation makes no warranty, either express or implied, that the moneys paid into the Project Fund and available for payment of Project Costs will be sufficient to pay all such costs. The City agrees that if after exhaustion of the moneys in the Project Fund the City should pay any portion of the Project Costs pursuant to the provisions of this Section, the City shall not be entitled to any reimbursement therefor from the Corporation or from Trustee or from the holders of any of the Bonds, nor shall they be entitled to any diminution of the amounts payable under Section 5.01 hereof.

Section 4.06. Investment of Moneys in Funds. Any moneys held in the Project Fund or the Bond Fund shall, at the written direction of the Authorized City Representative, be invested or reinvested by the Trustee, to the extent permitted by law, in Permitted Investments (as defined in Section 1.01 hereof and in the Indenture) accordance with the provisions of Section 7.02 of the Indenture.

ARTICLE V

PAYMENT PROVISIONS

Section 5.01. Rental Payments.

(a) On the date of delivery of the Series 2024 Bonds, the City shall deposit with the Trustee for credit to the Bond Fund the amount of \$-0-, which shall constitute accrued interest with respect to the Series 2024 Bonds.

(b) The City covenants and agrees that on or before April 15 and October 15 of each year until the principal of and the interest on the Bonds shall have been paid or provision for the payment thereof shall have been made in accordance with the Indenture, it will make a Rental Payment to the Trustee at its principal corporate trust office for the account of the Corporation in an amount which, together with moneys then on deposit in the Bond Fund and available for payment on the Series 2024 Bonds, shall be sufficient to pay when due, whether at maturity or earlier redemption, the principal of, redemption premium, if any, and interest on the Series 2024 Bonds as provided in the Indenture. All Rental Payments provided for in this Section shall be paid by the City directly to the Trustee for the account of the Corporation and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund. The amounts deposited in the Bond Fund shall be used and applied by the Trustee in the manner and for the purposes set forth in the Indenture.

(c) The Trustee shall calculate each Rental Payment under this Section in such a manner as to ensure that moneys in the Bond Fund will at all times be sufficient to pay the total amount of interest and principal (whether at maturity, by acceleration or by redemption as provided in the Indenture) and redemption premium, if any, on the Series 2024 Bonds as the same become due, provided that the Excess Amount (as hereinafter defined) held by the Trustee in the Bond Fund on the date of a Rental Payment shall be credited against the next succeeding Rental Payment. The term "Excess Amount" as of any date shall mean the amount in the Bond Fund on such date in excess of the amount

required for payment of the principal of the Bonds which have matured or which have been called for redemption and redemption premium, if any, on such Bonds and past-due interest in all cases where Bonds have not been presented for payment.

Section 5.02. Additional Payments. The City shall pay as Additional Payments the following amounts:

(a) All fees, charges and expenses, including agent and counsel fees, of the Trustee and the Paying Agents incurred under the Indenture, as and when the same become due;

(b) All costs incident to the payment of the principal of, redemption premium, if any, and interest on the Bonds as the same become due and payable, including all costs and expenses in connection with the call, redemption and payment of Bonds;

(c) An amount sufficient to reimburse the Corporation for all expenses reasonably incurred by the Corporation hereunder and in connection with the performance of the Corporation's obligations under this Lease or the Indenture;

(d) All expenses incurred in connection with the enforcement of any rights under this Lease or the Indenture by the Corporation, the Trustee or the Bondowners; and

(e) All other payments of whatever nature which the City has agreed to pay or assume under the provisions of this Lease.

Section 5.03. Obligations of the City Absolute and Unconditional.

(a) The obligations of the City under this Lease to make Rental Payments and Additional Payments on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder, shall be absolute and unconditional, without notice or demand, and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project shall have been started or completed, and notwithstanding any damage to, loss, theft or destruction of the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the City's use thereof, the eviction or constructive eviction of the City, any change in the tax or other laws of the United States of America, the State or any political subdivision thereof, any change in the Corporation's legal organization or status, or any default of the Corporation hereunder, and regardless of the invalidity of any action of the Corporation, and regardless of the invalidity of any portion of this Lease, and the City hereby waives the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this Lease or which releases or purports to release the City therefrom.

(b) Nothing in this Lease shall be construed to release the Corporation from the performance of any agreement on its part herein contained or as a waiver by the City

of any rights or claims which the City may have against the Corporation under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the Corporation separately, it being the intent of this Lease that the City shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to make Rental Payments and Additional Payments) for the benefit of the Owners of the Bonds. The City may, however, at its own cost and expense and in its own name or in the name of the Corporation, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the Corporation hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the Corporation in any such action or proceeding if the City shall so request.

Section 5.04. Redemption of Bonds.

(a) If the City is not in default under any provision of this Lease, the Corporation, at the written direction of the City, shall (i) if the Outstanding Bonds are then subject to redemption under the provisions of Article III of the Indenture, take all steps that may be necessary under the applicable redemption provisions of the Indenture to redeem all or such part of the then Outstanding Bonds as may be specified by the City, on such redemption date as may be specified by the City, (ii) cause such moneys in the Bond Fund, or such part thereof as the City shall direct, to be applied by the Trustee for the purchase of Bonds in the open market for the purpose of cancellation at prices not exceeding the principal amount thereof plus accrued interest thereon to the date of delivery for cancellation, or (iii) a combination of (i) and (ii) as provided in such direction.

(b) If any portion of the Project is sold or otherwise disposed of by the Corporation pursuant to Section 7.01 hereof, the Corporation agrees to deposit the proceeds of such sale or disposal into the Bond Fund in order for the Trustee to redeem Bonds as provided in the Indenture.

ARTICLE VI

MAINTENANCE, TAXES AND INSURANCE

Section 6.01. Maintenance, Repairs and Utilities.

(a) The City shall, at its own expense, maintain, preserve and keep the Project and all parts thereof in good repair, working order and condition and shall from time to time make all repairs, replacements and improvements necessary to keep the Project and all parts thereof in such condition and free from title nuisance or condition unreasonably increasing the danger of fire. The Corporation shall have no responsibility for any of these repairs, replacements or improvements.

(b) The City shall contract in its own name and pay for all utilities and utility services used by the City in, on or about the Project, and the City shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.02. Liens.

(a) Except with respect to Permitted Encumbrances and as otherwise herein or in the Indenture provided, neither the Corporation nor the City shall, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Project other than the respective rights of the Corporation and the City as provided herein. Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the City shall discharge the same of record within 60 days after the date of filing. Notice is hereby given that the Corporation shall not be liable for any labor or materials furnished to the City, or to anyone claiming by, through or under the City upon credit, and that no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the Corporation in and to the Project or any part thereof.

(b) The City, notwithstanding paragraph (a) above, shall have the right to contest any lien if and provided that the City (i) within said 60-day period stated above notifies the Corporation and the Trustee in writing of the City's intention to do so, (ii) diligently prosecutes such contest, (iii) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (iv) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim, and (v) thereafter promptly procures record release or satisfaction thereof. The City may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Corporation or the Trustee shall notify the City that, in the opinion of Counsel, by nonpayment of any such items, the interest of the Corporation in the Project will be materially endangered or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly discharge such lien. Except as expressly provided in this Article, the City shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The City shall reimburse the Corporation for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 6.03. Taxes, Assessments and Other Governmental Charges.

(a) The City shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the City therein), or any buildings, improvements,

machinery and equipment at any time installed thereon by the City, or the income therefrom or Rental Payments and other amounts payable under this Lease, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which, if not paid when due, would impair the security of the Bonds or encumber the title to the real property on which the Project is located, provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed but which may be paid in installments, the City shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The City shall have the right, in its own name or in the Corporation's name, to contest the validity or amount of any tax, assessment or other governmental charge which the City is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the contested tax, assessment or other governmental charge becomes delinquent if and provided that the City (i) before instituting any such contest, gives the Corporation written notice of the City's intention to do so, (ii) diligently prosecutes any such contest, (iii) at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, (iv) promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested, and (v) thereafter promptly procures record release or satisfaction thereof. The Corporation agrees to cooperate with the City in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The City shall hold the Corporation whole and harmless from any costs and expenses the Corporation may incur in relation to any of the above.

Section 6.04. Reserved.

Section 6.05. Casualty Insurance.

(a) The City shall obtain and shall maintain throughout the Lease Term a policy or policies of insurance to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State in an amount equal to the Full Insurable Value thereof (subject to a \$500,000 loss deductible clause). The Full Insurable Value of the Project shall be determined from time to time at the request of the Corporation, the City or the Trustee (but not more frequently than once in every three years) by an architect, contractor, appraiser, appraisal company or one of the insurers, to be selected, subject to the approval of the Trustee, and paid by the City. The insurance required pursuant to this Section shall be maintained at the City's sole cost and expense and shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State as may be selected by the City. Copies of the insurance policies required under this Section, or originals or Bonds thereof, each bearing notations evidencing payment of the premiums or other evidence of such payment, shall be delivered by the City to the Trustee. All such policies of insurance pursuant to this

Section, and all renewals thereof, shall name the Corporation, the City and the Trustee as loss payees as their respective interests may appear, shall contain a provision that such insurance may not be cancelled by the issuer thereof without at least 30 days' advance written notice to the Corporation, the City and Trustee, and shall be payable to the Trustee. If the City fails to provide such insurance, the Corporation or the Trustee may obtain the same at the City's expense to be repaid as Additional Payments as provided in Section 5.02 hereof together with interest thereon at the Prime Rate.

(b) In the event of loss or damage to the Project, the Net Proceeds of casualty insurance carried pursuant to this Section shall be paid to the Trustee and shall be applied as provided in Section 8.01 of this Lease.

Section 6.06. Public Liability Insurance.

(a) The City shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term general accident and public liability insurance (including, but not limited to, coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), under which the Corporation, the City and the Trustee shall be named as insureds, properly protecting and indemnifying the Corporation and the Trustee, in an amount not less than \$1,000,000 for bodily injury (including death) in any one occurrence (with excess coverage in an amount not less than \$1,000,000 and a deductible of not more than \$5,000), and not less than \$500,000 for property damage in any one occurrence (subject to reasonable loss deductible clauses not to exceed \$5,000). The policies of said insurance shall contain a provision that such insurance may not be cancelled by the issuer thereof without at least 30 days' advance written notice to the Corporation, the City and the Trustee. Such policies or copies or Bonds thereof shall be furnished to the Corporation and the Trustee. In the event the City fails to provide such insurance, the Corporation or the Trustee may obtain the same at the City's expense to be repaid as Additional Payments as provided in Section 5.02 hereof together with interest thereon at the Prime Rate.

(b) In the event of a public liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 6.07. Workers' Compensation Insurance. The City agrees throughout the Lease Term to maintain or cause to be maintained, in connection with the Project, the workers' compensation coverage required by the laws of the State, if any.

Section 6.08. Blanket Insurance Policies.

(a) The City may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance or self-insurance, provided that the City complies with each and all of the requirements and specifications of this Article respecting insurance.

(b) The City represents that it currently maintains insurance and a self-insurance program that meets the requirements set forth in this Article. Upon the written request of the City, and without the consent of the Bondowners or the Corporation, the Trustee may permit modifications to the insurance coverage, including permission for the City to be self-insured upon meeting the requirements set forth above, including modifications to the City's self-insurance program, in whole or in part, for any such coverage, taking into account the cost and availability of insurance and the effect of the terms and rates of such insurance upon the City's costs and charges for its services. The Trustee may rely upon a report of an insurance consultant chosen by the Trustee. The permission of the Trustee to make such modifications shall not be unreasonably withheld.

ARTICLE VII

OPTION TO PURCHASE THE PROJECT; OBLIGATION TO TRANSFER THE PROJECT; ADDITIONS TO AND MODIFICATIONS OF THE PROJECT

Section 7.01. Option to Purchase the Project.

(a) Notwithstanding any other provision of this Lease, but subject to the provisions of this Article, the City reserves the right at any time on or after November 5, 2029 to purchase from the Corporation the Project, at fair market value as determined by appraisal.

(b) The proceeds of any such purchase shall be deposited by the Corporation with the Trustee for credit to the Bond Fund. Such proceeds shall be used to redeem all Bonds pursuant to Article III of the Indenture. The remainder of the proceeds of such disposition in excess of the aforementioned amount (if any) shall be promptly paid to the City. If said proceeds are less than the amount needed to redeem or pay all Bonds Outstanding, and to pay all other amounts then due and owing pursuant to the Indenture and this Lease, the City shall immediately pay the insufficiency to the Trustee.

Section 7.02. Transfer of the Project to the City. At the closing of the purchase of the Project pursuant to this Article, the Corporation will upon receipt of the purchase price deliver to the City, if the Indenture shall not at the time have been satisfied in full, a release of the Project from the Trustee. Upon the satisfaction of the Indenture in full and a release of the Project from the Trustee, all of the Corporation's interest, right and title to the Project shall automatically transfer to the City, and the Site Lease, by its express terms, shall automatically terminate. In connection therewith, the Corporation shall be required to execute any deed or deeds as it relates to the Fire Project to vest title in the City to the real property on which the Fire Project is located.

Section 7.03. Position of Option and Indenture. The option granted to the City in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the City is in default under this Lease, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Lease.

Section 7.04. Obligation of the City To Accept Transfer of the Project. The City hereby agrees to accept, and the Corporation hereby agrees to transfer all right, title and interest to, the Project in consideration of the purchase price as set forth in this Article, at the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made.

Section 7.05. Additions, Modifications and Improvements to the Project.

(a) The City shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project as the City from time to time may deem necessary or desirable for its purposes; provided, however, the City shall not make any additions, modifications or improvements which will in any way damage the Project or substantially reduce the value of the Project. All additions, modifications and improvements made by the City pursuant to the authority of this Section shall (i) be made in workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, (ii) when commenced, be prosecuted to completion with due diligence, and (iii) when completed, be deemed a part of the Project; provided, however, that additions of machinery and equipment installed in the Project by the City and not purchased or acquired from funds deposited with the Trustee hereunder shall remain the property of the City and may be removed by the City at any time.

(b) No addition, modification or improvement to the Project made pursuant to this Section shall entitle the City to any reimbursement of any Rental Payments or Additional Payments from the Corporation, the Trustee or the Bondowners, nor shall the City be entitled to any abatement or diminution in Rental Payments or Additional Payments under the Lease, except such diminution as results from redemption of Bonds pursuant to Article III of the Indenture.

Section 7.06. Additional Improvements. The City shall have and is hereby given the right, at its sole cost and expense, to construct on portions of the real property whereupon the Project is located not theretofore occupied by buildings or improvements such additional buildings and improvements as the City from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed by the City pursuant to the authority of this Section shall become part of the Project and shall be subject to the provisions of this Lease. The City covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, (b) to keep and maintain said additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, and (c) to promptly and with due diligence either raze and remove in a good workmanlike manner or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty.

Section 7.07. Permits and Authorizations. The City shall not do or permit others under its control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification, improvement or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first

procured and payment therefor made. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of Article VI hereof.

ARTICLE VIII

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 8.01. Damage and Destruction.

(a) If, during the Lease Term, the Project is damaged or destroyed, in whole or in part, by fire or other casualty, to such extent that the claim for loss (including any deductible amount pertaining thereto) resulting from such damage or destruction is greater than \$100,000, the City shall promptly notify the Corporation and the Trustee in writing as to the nature and extent of such damage or loss and whether it is practicable and desirable to rebuild, repair, restore or replace such damage or loss.

(b) If the City determines that such rebuilding, repairing, restoring or replacing is practicable and desirable, the City shall proceed promptly with and complete with reasonable dispatch such rebuilding, repairing, restoring or replacing of the property damaged or destroyed so as to place said Project in substantially the same condition as existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the City and as will not impair utility of the Project. In such case, any Net Proceeds of casualty insurance required by Section 6.05 hereof and received with respect to any such damage or loss to the Project, if such Net Proceeds exceed \$100,000, shall be paid to the Trustee and shall be deposited into a separate account to be established in the Project Fund and shall be used and applied in accordance with the disbursement requirements of Section 4.03(a) hereof for the purpose of paying the cost of such rebuilding, repairing, restoring or replacing such damage or loss. Any amount remaining in the Project Fund after completion of such rebuilding, repairing, restoring or replacing shall be deposited into the Bond Fund. If said Net Proceeds are not sufficient to pay in full the costs of such replacement, repair, rebuilding or restoration, the City shall nonetheless complete the work thereof and shall pay that portion of the costs thereof in excess of the amount of said Net Proceeds.

(c) If the City determines that rebuilding, repairing, restoring or replacing the Project is not practicable and desirable, any Net Proceeds of casualty insurance required by Section 6.05 hereof and received with respect to any such damage or loss to the Project shall be paid into the Bond Fund and shall be used to redeem Bonds on the earliest possible redemption date pursuant to Article III of the Indenture or to pay the principal of any Bonds as the same become due.

(d) The City shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed, or is being

repaired, rebuilt, restored or replaced, or by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the Corporation, the Trustee or the Owners of the Bonds or any abatement or diminution of the rentals payable by the City under this Lease or of any other obligations of the City under this Lease except as expressly provided in this Section.

Section 8.02. Condemnation or Insured Deficiency of Title.

(a) If title to all or a portion of the Project is challenged or threatened by means of competent legal or equitable action, the City covenants that it shall cooperate with the Corporation and the Trustee and shall take all reasonable actions, including where appropriate the lawful exercise of the City's power of eminent domain. If title to all or a portion of the Project is found to be deficient or nonexistent by a court of competent jurisdiction, the City covenants that it shall, in such an event, deposit with the Trustee for the account of the Corporation an amount equal to the fair market value as determined by appraisal (or a pro rata portion thereof, as appropriate) of the Project. Under the Indenture, the Trustee is obligated to use such amounts for the redemption of Bonds at the earliest permissible date.

(b) If during the Lease Term title to all or part of the Project is condemned by any authority having the power of eminent domain, the condemnation proceeds shall be paid into the Bond Fund and shall be used by the Trustee to redeem Bonds pursuant to Article III of the Indenture. Condemnation proceeds in excess of the fair market value shall be remitted to the City.

(c) The Corporation shall cooperate fully with the City in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent the Corporation may lawfully do so, permit the City to litigate in any such proceeding in the name and on behalf of the Corporation. In no event will the Corporation voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the written consent of the City.

ARTICLE IX

SPECIAL COVENANTS

Section 9.01. No Warranty of Condition or Suitability by the Corporation; Exculpation and Indemnification. The Corporation makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the City's purposes or needs. The City releases the Corporation from, agrees that the Corporation shall not be liable for and agrees to hold the Corporation harmless against any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project or the use thereof.

Section 9.02. Surrender of Possession. Upon accrual of the Corporation's right of reentry because of the City's default hereunder or upon the cancellation or termination of this

Lease for any reason other than the City's purchase of the Project pursuant to Article XI hereof, the City shall peacefully surrender possession of the Project to the Corporation in good condition and repair, ordinary wear and tear excepted; provided, however, the City shall have the right within 120 days after the termination of this Lease to remove from the real property whereupon the Project is located any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the City and not constituting part of the Project. All repairs to and restorations of the Project which are required to be made because of such removal shall be made by and at the sole cost and expense of the City, and during said 120-day period, the City shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the City and which are not so removed from the Project prior to the expiration of said 120-day period shall be and become the separate and absolute property of the Corporation.

Section 9.03. Corporation's Right of Access to the Project. The City agrees that the Corporation and the Trustee and their duly authorized agents shall have the right at reasonable times (during business hours), subject to the City's usual safety and security requirements, to enter upon the Project (a) to examine and inspect the Project without interference or prejudice to the City's operations, (b) as may be reasonably necessary to cause to be completed the acquisition, construction and installation specified in Section 4.02 hereof, (c) performing such work in and about the Project made necessary by reason of the City's default under any of the provisions of this Lease, and (d) exhibiting the Project to prospective purchasers, lessees or trustees.

Section 9.04. Granting of Easements. If no Event of Default under this Lease shall have happened and be continuing, the City may at any time or times (a) grant easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included in the Project, (b) release existing easements, licenses, rights-of-way and other rights or privileges, or (c) subordinate the lien hereof and the liens of the Indenture, for any easements, licenses, rights-of-way, other rights or privileges in the nature of easements, agreements (including party well agreements) or other arrangements with respect to any property included in the Project, all with or without consideration and upon such terms and conditions as the City shall determine. The Corporation agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or subordinate to any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the Corporation and the Trustee of (i) a copy of the instrument of grant, release or subordination or of the agreement or other arrangement, (ii) a written application signed by an Authorized City Representative requesting such instrument and (iii) a certificate executed by an Authorized City Representative stating that such grant, release or subordination is not detrimental to the proper conduct of the business of the City, will not impair the effective use or interfere with the efficient and economical operation of the Project, and will not materially adversely affect the security intended to be given by or under the Indenture. If the instrument of grant or subordination shall so provide, any such easement or right and the rights of such other parties thereunder shall be superior to the rights of Corporation and the Trustee under this Lease, the Indenture, and shall not be affected by any termination of this Lease or by default on the part of the City hereunder. Any payments or other consideration

received by the City for any such grant or with respect to or under any such agreement or other arrangement shall be and remain part of the Trust Estate, as provided in the Indenture, and shall be paid into the Bond Fund.

Section 9.05. Indemnification of the Corporation and the Trustee. The City shall indemnify and save the Corporation, the Board of Directors of the Corporation and the Trustee harmless against any loss, liability or expense, including reasonable attorneys' fees, resulting from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on, the Project during the Lease Term, and against and from all claims arising during the Lease Term from (a) any condition of the Project caused by the City, (b) any breach or default on the part of the City in the performance of any of its obligations under this Lease, (c) any contract entered in connection with the acquisition, purchase, construction and installation of the Project, (d) any act of negligence of the City or of any of its agents, contractors, servants, employees or licensees, and (e) any act of negligence of any assignee or sublessee of the City or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the City. The City shall indemnify and save the Corporation and the Trustee harmless from and against all costs and expenses (except those which have arisen from the willful misconduct or gross negligence of the Corporation or the Trustee) incurred in or in connection with any action or proceeding brought thereon, and upon notice from the Corporation or the Trustee, the City shall defend them or either of them in any such action or proceeding.

Section 9.06. The City's Financial Statements. So long as any of the Bonds are Outstanding, the City shall deliver to the Trustee a copy of the City's annual audited financial statements within 150 days after the end of the Fiscal Year.

Section 9.07. Tax Covenants.

(a) The City covenants and agrees that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bonds under Section 103 of the Code. The City covenants and agrees that it will use or cause to be used the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purpose for which the Bonds are issued, and that it will not directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City, or take or omit to take any action that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code. To that end, the City will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds. If at any time the City is of the opinion that for purposes of this Section it is necessary to restrict or limit the Yield on the investment of any moneys held by the Trustee under the Indenture, the City shall take such action as may be necessary. The City further covenants to adopt such Resolutions and to take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions in order to preserve the exclusion from federal gross income of the Bonds to the extent any such actions can be taken by the City.

(b) The Corporation covenants that it shall (i) maintain its status as a nonprofit corporation, with its activities and purposes limited to those permitted under the Nonprofit Act; (ii) not permit its income to inure to the benefit of any private person; (iii) use the original and investment proceeds of the Bonds solely to provide tangible real or tangible personal property, in accordance with Revenue Procedure 82-26; and (iv) after all the Bonds have been paid, transfer the Project to the City.

(c) The City covenants and warrants that (i) it shall use the proceeds of the Bonds solely to provide tangible real and tangible personal property (as those terms are defined in Revenue Procedure 82-26) and to pay the costs of issuance of the Bonds, (ii) it will accept transfer of the Project from the Corporation when all the Bonds have been paid, and (iii) all of the Project is located within the geographic boundaries of the City.

Section 9.08. Continuing Disclosure. The City covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provisions of this Lease, failure of the City to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default hereunder; however, the Trustee may (and, at the request of any Participating Underwriter or the Holders of at least 25% in aggregate principal amount in Outstanding Bonds, shall) or any holder or Beneficial Owner may, take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under this Section 9.08. For purposes of this Section, "Beneficial Owner" means any person which (1) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (2) is treated as the owner of any Bonds for federal income tax purposes.

ARTICLE X

ASSIGNMENT AND SUBLEASING

Section 10.01. Assignment and Subleasing. Neither the City nor the Corporation may assign this Lease, or any rights, obligations, or other interests herein, in whole or in part, nor may either sublease the Project in whole or in part, as long as any Bonds remain Outstanding, unless either receives (a) an opinion of Special Counsel that such assignment or sublease will not cause the inclusion of interest on the Bonds in gross income for federal income tax purposes and (b) the consent of the Corporation.

Section 10.02. Assignment of Revenues by the Corporation. The Corporation shall, pursuant to the Indenture, assign and pledge any rents, revenues and receipts receivable by it under this Lease to the Trustee as security for payment of the principal of, interest and premium, if any, on the Bonds, and the City hereby consents to such pledge and assignment. This assignment and pledge is intended to be an absolute assignment from the Corporation to the Trustee and not merely the passing of a security interest.

Section 10.03. Restrictions on Sale or Mortgage of the Project by the Corporation. The Corporation agrees that except as set forth in Sections 7.01 and 10.01 hereof or in other

provisions of this Lease or the Indenture, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project during the Lease Term.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.01. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an Event of Default or “default” under this Lease:

(a) Default in the due and punctual payment of a Rental Payment or any Additional Payments;

(b) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the City’s part to be observed or performed, and such default shall continue for 30 days after the Corporation or the Trustee has given to the City written notice specifying such default (or such longer period as shall be reasonably required to cure such default), provided that (i) the City has commenced such cure within said 30-day period, and (ii) the City diligently prosecutes such cure to completion;

(c) The City shall (i) admit in writing its inability to pay its debts as they become due; or (ii) file a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or file a pleading asking for such relief; or (iii) make an assignment for the benefit of its creditors; or (iv) consent to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or shall fail to have vacated or set aside the appointment of any trustee, receiver or liquidator which was made without the City’s consent or acquiescence; or (v) be finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) be subject to any proceeding or suffer the entry of a final and nonappealable court order, under any federal or state law appointing a receiver, trustee or liquidator for all or a major part of its property or ordering the winding up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not the subject of the City’s consent, shall not be dismissed, vacated, denied, set aside or stayed within 30 days after the day of entry or commencement; or (vii) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed or is not released within 30 days after the final entry or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(d) The City shall vacate or abandon the Project, and the same shall remain uncared for and unoccupied for a period of 30 days.

Section 11.02. Remedies on Default. If any Event of Default specified in Section 11.01 hereof shall have occurred and be continuing, then the Corporation may, at the Corporation's election, and shall, at the direction of the Trustee (subject, however, to any restrictions contained in the Indenture against acceleration of the maturity of the Bonds or termination of this Lease), then or at any time thereafter, and while such default shall continue, take any one or more of the following actions:

(a) cause the Rental Payment and any Additional Payments to become due and payable, as provided in the Indenture;

(b) give the City written notice of intention to terminate this Lease on a date specified in such notice, which date shall not be earlier than 30 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the City's rights to possession of the Project shall cease and this Lease shall thereupon be terminated, and the Corporation may reenter and take possession of the Project; or

(c) without terminating this Lease, reenter the Project or take possession thereof pursuant to legal proceedings or pursuant to any notice provided for by law, and having elected to reenter or take possession of the Project without terminating this Lease, the Corporation shall use reasonable diligence to relet the Project, or parts thereof, for such term or terms and at such rental and upon such other provisions and conditions as the Corporation may deem advisable, with the right to make alterations and repairs to the Project, and no such reentry or taking of possession of the Project by the Corporation shall be construed as an election on the Corporation's part to terminate this Lease, and no such reentry or taking of possession by the Corporation shall relieve the City of its obligation to pay Rental Payments or Additional Payments (at the time or times provided herein), or of any of its other obligations under this Lease, all of which shall survive such reentry or taking of possession, and the City shall continue to pay the Rental Payments and Additional Payments specified in this Lease until the end of the Lease Term, whether or not the Project shall have been relet, less the net proceeds, if any, of any reletting of the Project after deducting all of the Corporation's reasonable expenses in or in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, expenses of employees, alteration costs and expenses of preparation for reletting. Said net proceeds of any reletting shall be deposited in the Bond Fund.

Having elected to reenter or take possession of the Project without terminating this Lease, the Corporation may (subject, however, to any restrictions in the Indenture against termination of this Lease), by notice to the City given at any time thereafter while the City is in default in the payment of Rental Payments or Additional Payments or in the performance of any other obligation under this Lease, elect to terminate this Lease on a date to be specified in such notice, which date shall be not earlier than 30 days after reentry under subparagraph (c) above, and if all defaults shall not have then been cured, this Lease shall thereupon be terminated on the date so specified. If in accordance with any of the foregoing provisions of this Article the Corporation shall have the right to elect to reenter and take possession of the Project, the Corporation may enter and expel the City and those claiming through or under the City and remove the property and effects of both or either (forcibly if necessary) without being guilty of any manner of

trespass and without prejudice to any remedies for arrears of rent or for preceding breach of covenant. The Corporation may take whatever action at law or in equity which may appear necessary or desirable to collect rent then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the City under this Lease.

Section 11.03. Survival of Obligations. The City covenants and agrees with the Corporation and the Owners of the Bonds that the City's obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that the City shall continue to pay the Rental Payments and Additional Payments and perform all other obligations specified in this Lease, all at the time or times provided in this Lease; provided, however, that upon the payment of all Lease Payments and Additional Payments required under Article V hereof, and upon the satisfaction and discharge of the Indenture under Section 13.01 thereof, the City's obligations under this Lease shall thereupon cease and terminate in full.

Section 11.04. Corporation's Performance of the City's Obligations. If the City shall fail to make any payment or to keep or perform any of its obligations as provided in this Lease, then the Corporation, or the Trustee in the Corporation's name, may (but shall not be obligated so to do), upon the continuance of such failure on the City's part for 30 days after notice of such failure is given the City by the Corporation or the Trustee, and without waiving or releasing the City from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all sums so paid by the Corporation or the Trustee and all necessary incidental costs and expenses incurred by the Corporation or the Trustee in performing such obligations shall be deemed Additional Payments and shall be paid by the City to the Corporation or the Trustee on demand, and if not so paid by the City, the Corporation or the Trustee shall have the same rights and remedies provided for in Section 11.02 hereof in the case of default by the City in the payment of Rental Payments.

Section 11.05. Rights and Remedies Cumulative. The rights and remedies reserved by the Corporation and the City hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Corporation and the City shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 11.06. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the City of any covenant, agreement or undertaking by the City, the Corporation may nevertheless accept from the City any payment or payments hereunder without in any way waiving the Corporation's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults of the City which were in existence at the time when such payment or payments were accepted by the Corporation.

Section 11.07. Trustee's Exercise of the Corporation's Remedies. Whenever any Event of Default shall have occurred and be continuing, the Trustee may, but except as otherwise

not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules.

Section 13.03. Reserved.

Section 13.04. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a “net lease,” (b) that the payments of Rental Payments and Additional Payments are designed to provide the Corporation and the Trustee funds adequate in amount to pay all principal of, redemption premium, if any, and interest accruing on the Bonds as the same become due and payable, (c) that to the extent the amount of Rental Payments and Additional Payments is not sufficient to provide the Corporation and the Trustee with funds sufficient for the purposes aforesaid, the City shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Payments, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of, redemption premium, if any, and interest on the Bonds and all costs incident to the payment of the Bonds have been paid in full, the Trustee or the Corporation holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, after payment therefrom of all sums then due and owing by the City under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the City.

Section 13.05. No Pecuniary Liability. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the Corporation, or the breach thereof, shall constitute or give rise to or impose upon the Corporation a pecuniary liability or a charge upon the general credit of the Corporation or of the State.

Section 13.06. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State.

Section 13.07. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the Corporation and the City and their respective successors and assigns.

Section 13.08. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 13.09. Execution in Counterparts. This Lease may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

CITY OF VALLEY LEASING
CORPORATION

Attest:

Secretary

By _____
President

CITY OF VALLEY, NEBRASKA

Attest:

City Clerk

By _____
Mayor, City of Valley

(Signature page to Lease Agreement)

ACKNOWLEDGMENTS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this _____ day of _____, 2024, before me, _____, a Notary Public in and for said State, personally appeared John Batchter, who acknowledged himself to be the President of the City of Valley Leasing Corporation, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My commission expires

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this _____ day of _____, 2024, before me, _____, a Notary Public in and for said State, personally appeared Cindy Grove and Christie Donnermeyer, who acknowledged themselves to be the Mayor of the City of Valley and the City Clerk of the City of Valley, Nebraska, and that each, as such Mayor and City Clerk being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My commission expires

EXHIBIT A

PROJECT SITE LEGAL DESCRIPTION

Fire Project:

The Southerly 106 feet of the Westerly 203.02 feet of Taxlot 7, together with the part of vacated Walnut Street adjoining on the West, located in the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 31, Township 16 North, Range 10 East of the 6th P.M., in Douglas County, Nebraska.

Park Project:

A tract of land located within the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$), Section 36, Township 16 North, Range 09 East of the 6th P.M., City of Valley, Douglas County, Nebraska, generally located as south of Valley Street and west of West Street, as outlined in red hereinbelow:





Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

File Number: 46399

LICENSE TYPE Class C Spirits, Wine, Beer On and Off Sale	APPLICATION DATE RECEIVED 2024-10-14
SECONDARY LICENSE(S) None selected	
LICENSEE LEGAL NAME Con Amor LLC	LICENSEE TYPE Corporation
DOING BUSINESS AS Con Amor Latin Kitchen	CORPORATE NUMBER
INCORPORATION DATE 2024-04-16	
CORRESPONDENCE ADDRESS PO Box 624, Valley, NE 68064	
MAILING ADDRESS PO Box 624, Valley, NE 68064	
PHYSICAL ADDRESS 215 N Spruce St, Valley, NE 68064	
CONTACT NAME Elizabeth Salguero	PREFERRED CONTACT METHOD Phone
CONTACT PHONE (218) 821-6746	ALTERNATE PHONE (531) 772-0500
FAX	EMAIL conamor.valley@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Elizabeth Salguero	President		100

ADDITIONAL INFORMATION

MARITAL STATUS

Single

MANAGED BY AGENT

Yes

AGENT NAME

Elizabeth Salguero

AGENT TYPE

Individual

BIRTHDATE

1990-04-21

GENDER

Female

SPOUSE

Jose Salguero Lopez

PREFERRED CONTACT METHOD

Phone

CONTACT PHONE

(218) 821-6746

ALTERNATE PHONE

(531) 772-0500

FAX

EMAIL

conamor.valley@gmail.com

CORRESPONDENCE ADDRESS

PO Box 624, Valley, NE 68064

MAILING ADDRESS

PO Box 624, Valley, NE 68064

PHYSICAL ADDRESS

215 N Spruce St, Valley, NE 68064

PREMISES TYPE

Restaurant

PREMISES NAME

Con Amor Latin Kitchen

OPERATOR

Elizabeth Salguero

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Lease

EXPIRATION DATE

2027-05-01

PHYSICAL ADDRESS

215 N Spruce St, Valley, Nebraska, 68064

MAILING ADDRESS

PO BOX 624, Valley, NE 68064

CONTACT NAME

Elizabeth Salguero

PREFERRED CONTACT METHOD

Phone

CONTACT PHONE

(218) 821-6746

ALTERNATE PHONE

(531) 772-0500

FAX

EMAIL

conamor.valley@gmail.com

PREMISES MANAGER

Elizabeth Salguero

PREMISES MANAGER EMAIL

conamor.valley@gmail.com

QUESTIONS

Class C Spirits, Wine, Beer On a

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge?

Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party is applying, please list charges by each individual's name. Exclude minor traffic violations such as speeding. Include Driving Under the Influence, Driving Under Suspension & other similar charges. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

No

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*
A simple sketch of the area to be licensed will be required to be uploaded in the Documents section.. Include the length x width, direction of NORTH and number of floors of the building.

L53, W23

3. Is there an outdoor area?
*Must have permanent fencing securing the outdoor area. Please contact the local governing body for other requirements regarding fencing.

No

4. Will a basement be used for alcoholic storage or sale?

No

5. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

1

6. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?

No

7. Is premises to be licensed within 300 feet of a college campus or university?

No

8. Are you acquiring any alcohol prior to obtaining this liquor license?

No

9. What date do you intend to open for business?

October 1, 2024

10 What are the anticipated hours of operation?

Sunday: 10 am - 8 pm

Monday: Closed

Tuesday: 11 am - 9:30 pm

Wednesday: 11 am - 9:30 pm

Thursday: 11 am - 9:30 pm

Friday: 11 am - 11 pm

Saturday: 11 am - 11 pm

11 Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

No

12 Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?

No

13 Is anyone listed on this application a law enforcement officer?

No

14 List the primary bank and/or financial institution to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

-Pinnacle Bank

-Elizabeth Salguero

15 Do you have prior experience or training in selling, serving or managing alcohol sales?

Yes

-4 years: Server and Bartender at El Tequila in Brainerd MN & Fergus Falls MN

-1 year: Server at Applebees in Delano MN

-3 years: Server & Supervisor at Jakes Gull Lake & Beach Grill in Nisswa MN

-1 year: Bartender & Supervisor at Lost Lake Lodge in Nisswa MN

-8.5 years - Currently own and run La Hacienda Mexican Restaurant in Fremont NE.

16 Are all individuals named in this application over 21 years of age?

Yes

17 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

Yes

18 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

19 List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. List the license holder name, location of license, and license number. Also list reason for termination of license(s) previously held.

Current and only liquor license held: Elizabeth Salguero, La Hacienda Mexican Restaurant-

3140 E Elk Ln #300, Fremont, NE 68025.

#092225

20 Has the premises location been previously licensed within the last 2 years?

Yes

21 Are you applying for a Temporary Operating Permit?

No

22 What is the premises manager's name?

Elizabeth Salguero

23 What is the manager's address?

7524 N 285th CIR, Valley, NE 68064

24 What is the manager's phone number?

218-821-6746

25 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

Douglas

26 What is the manager's email address? An email will be sent to them to obtain their personal information.

conamor.valley@gmail.com

27 Is the manager married?

Yes

Jose Salguero Lopez

josegonzalosalguerolopez@gmail.com

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Affidavit of non-participation	Spousal Affidavit.pdf	
Privacy Act Statement	Privacy Act Statement for Liquor License.pdf	
Premises Description & Diagram	Con Amor Layout and Measurements.pdf	
Lease / Deed / Purchase Agreement	2024 04 29 215 N. Spruce, Valley - Con Amor Ground Lease.pdf	
Business Plan	Con Amor Business Plan.docx	

APPLICANT

Elizabeth Salguero

DECLARATION

I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

Applicant Notification and Record Challenge: An applicant's fingerprints will be used to check the criminal history records of the FBI. The applicant may complete or challenge the accuracy of the information contained in the FBI Identification Record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in 28 CFR 16.34.



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Additional Information Requested

File Number: 46399

LICENSE TYPE Class C Spirits, Wine, Beer On and Off Sale	ADDITIONAL INFORMATION DATE RECEIVED 2024-10-16
SECONDARY LICENSE(S) None selected	
LICENSEE LEGAL NAME Con Amor LLC	LICENSEE TYPE Corporation
DOING BUSINESS AS Con Amor Latin Kitchen	CORPORATE NUMBER
INCORPORATION DATE 2024-04-16	
CORRESPONDENCE ADDRESS PO Box 624, Valley, NE 68064	
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PHYSICAL ADDRESS 215 N Spruce St, Valley, NE 68064	
CONTACT NAME Elizabeth Salguero	PREFERRED CONTACT METHOD Phone
CONTACT PHONE (218) 821-6746	ALTERNATE PHONE (531) 772-0500

FAX

EMAIL

conamor.valley@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Elizabeth Salguero	President		100

ADDITIONAL INFORMATION

ADDITIONAL INFORMATION REQUESTED

Please provide the commencement date of the lease in your Actions Required Dashboard in the customer portal.

Please let me know if you have any questions.
Victoria Trevino - 402-471-4893

ADDITIONAL INFORMATION PROVIDED

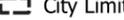
Lease commencement: 04/29/2024

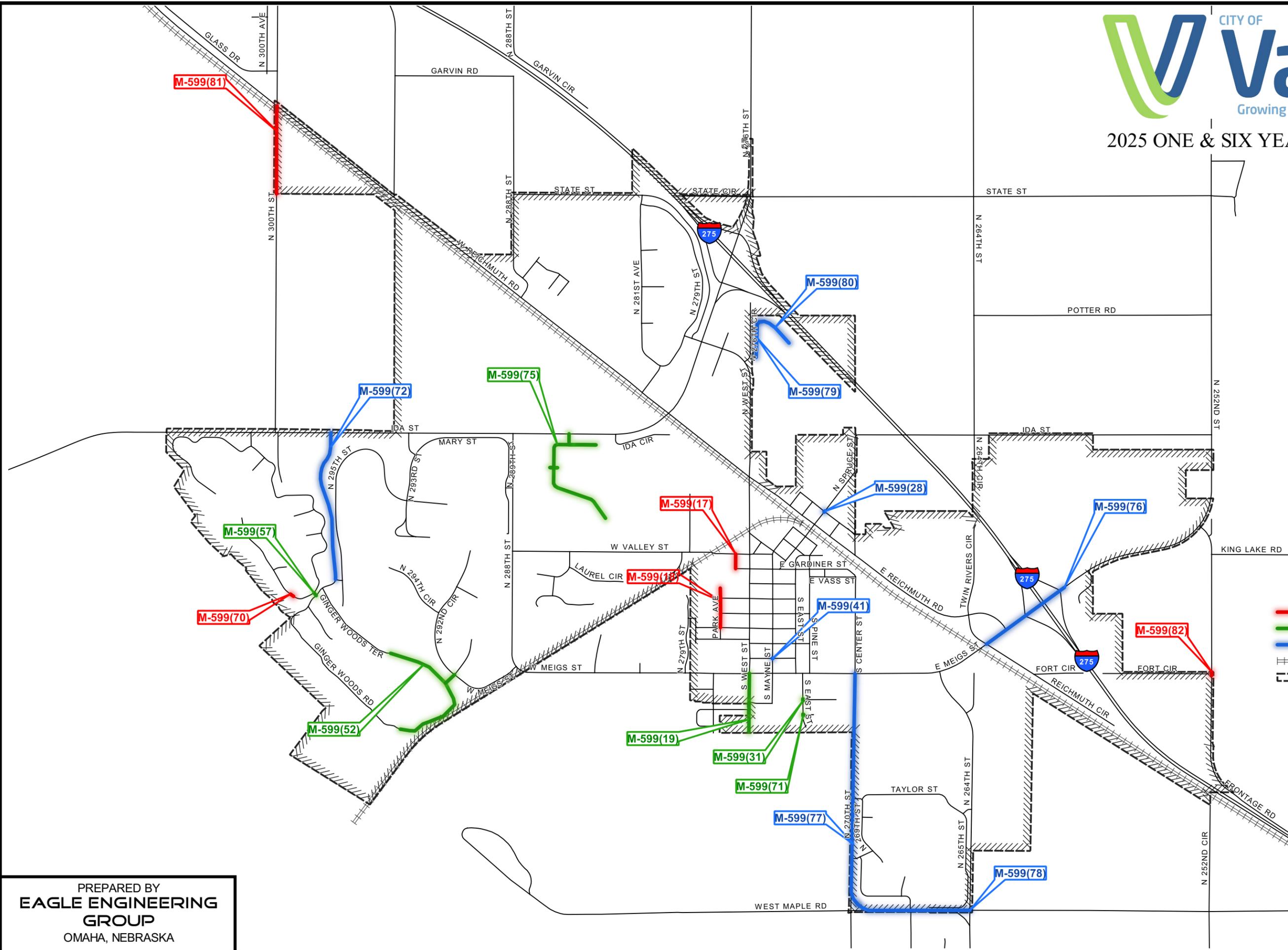
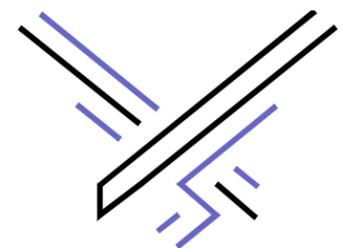
APPLICANT

Elizabeth Salguero



LEGEND

- RED - 2025 One Year Plan
- GREEN - 2026-2030 Six Year Plan
- BLUE - Projects Completed in 2024
-  Railroad
-  City Limits





EAGLE ENGINEERING GROUP

12100 West Center Road, Suite 803 Omaha, Nebraska 68144
(402) 399-0227 | www.eagleengineeringgroup.com

October 3, 2024

Re: One- & Six-Year Street Plan
Valley, Nebraska
EEG #24-16

Previous Year Projects (Completed)

ID	No	Location	Material
1	M599(72)	Ginger Woods Rd. Overlay – Hwy 64 to Arcadia St.	HMA
2	M599(76)	Meigs - Hwy 275 to UPRR Overpass (264th Street)	PCC
3	M599(77)	270th Street - E. Meigs St. to W. Maple Road	HMA
4	M599(78)	W. Maple Road - 264th St to 270th Street	HMA
5	M599(00)	Concrete Panel Replacement – Various Locations	PCC

One Year Plan

ID	No	Location	Material
1	M599(__)	Concrete Paving – 300th Street (Interlocal with Douglas County) 252nd Street Box Culvert Replacement (Interlocal with Douglas County)	PCC / HMA
2	M599(__)		PCC
3	M599(70)	Sandblast and Paint Steel Girders under Ginger Cove Bridge	Misc
4	M599(__)	Concrete Paving – Park Avenue (Whittingham St to Alexander St City Park)	PCC
5	M599(__)	Concrete Paving – Platte Street (Gardiner St to Valley St)	PCC
6	M599(00)	Concrete Panel Replacement – Various Locations	PCC

Six Year Plan

ID	No	Location	Material
1	M599(__)	N. West Street Asphalt Overlay (Ida St to 281st Ave)	HMA
2	M599 (19)	Concrete Paving – West Street (Meigs to Condron St)	PCC
3	M599 (75)	Flatwater Estates Phase 1 (284 th St., Mary St., 285 th St., Bauman St., Martin Cir.)	PCC
4	M599 (41)	Intersection of Mayne and Harrier	PCC
5	M599 (31)	Intersection of East and Condron	PCC
6	M599 (28)	Intersection of Third and Spruce	PCC
7	M599 (52)	Meigs St. – 290th to Ginger Woods Rd.	PCC
8	M599 (71)	Sunset Circle & So. East St. Intersection	PCC

ORDINANCE NO. 825

AN ORDINANCE TO AMEND THE PROVISIONS OF THE VALLEY MUNICIPAL CODE RELATING TO BOW-HUNTING, TRAP SHOOTING, AND THE DISCHARGE OF OTHER PROJECTILES WITHIN THE CORPORATE LIMITS OF THE CITY OF VALLEY; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH.

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

Section 1. Section 2-110 of the Valley Municipal Code is hereby repealed.

Section 2. Section 2-110 of the Valley Municipal Code shall hereafter be as follows:

§ 2-110: DISCHARGE OF SLINGSHOTS, BB GUNS, BLOW GUNS, AIR RIFLES, PAINTBALL GUNS, OR SIMILAR INSTRUMENTS

It shall be unlawful for any person to discharge a slingshot, BB gun, blow gun, air rifle, paintball gun or other like instruments loaded with rock or capable of launching a dangerous projectile therefrom at any time or under any circumstances within the City or within a half mile of the city limits where the projectile from the piece could reach property within the City; provided, nothing herein shall be construed to apply to officially sanctioned public celebrations if the person so discharging the firearm has written permission from the City Council.

Section 3. Section 2-124 of the Valley Municipal Code is hereby repealed.

Section 4. Section 2-124 of the Valley Municipal Code shall hereafter be as follows:

§ 2-124: DISCHARGE OF FIREARMS, BOWS AND ARROWS.

It shall be unlawful for any person to discharge any firearm, an arrow from a bow, or any other firearm or weapon using any form of compressed gas as a propellant, provided, however, that nothing herein shall be construed to apply to:

1. Discharge of a firearm by an officer of the law in performance of his or her official duties;
2. Shooting galleries or other private shooting ranges within buildings or other structures approved by the mayor and City Council;
3. Officially sanctioned public celebrations if the person so discharging firearms, paintball guns, or arrows from a bow have written permission from the City Council;
4. Discharge of blank cartridges in theatrical performances or sporting events;
5. Firing of salutes by honor guard and military funerals or memorials;
6. The discharge of an arrow from a bow or a firearm in connection with trap or target shooting on private property under the following conditions:
 - a. No trap or target shooting shall occur within 500 feet of the property lines unless projectiles are directed in such direction so as to not cross the property lines;

- b. All projectiles must remain within the boundaries of the parcel upon which it was discharged.
- 7. The discharge of a bow and arrow in connection with seasonal hunting on private property under the following conditions:
 - a. No hunting shall occur within 500 feet of the property lines unless projectiles are directed in such direction so as to not cross the property lines;
 - b. Each individual participating must abide by all laws of the State of Nebraska;
 - c. All projectiles must remain within the boundaries of the parcel upon which it was discharged.

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

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

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

PASSED AND APPROVED THIS 12TH DAY OF NOVEMBER, 2024.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Gove, Mayor

ATTEST:

Christie Donnermeyer, City Clerk

ORDINANCE NO. 826

ORDINANCE OF THE CITY OF VALLEY, NEBRASKA, ANNEXING AND EXTENDING THE CORPORATE LIMITS OF THE CITY OF VALLEY TO INCLUDE CERTAIN REAL ESTATE GENERALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.; AND TO PROVIDE AN EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA.

WHEREAS, it appears desirable and for the public good and the best interests of the City of Valley, that an Ordinance be passed annexing and extending the corporate limits of the City of Valley to include the real estate hereinafter described; and

WHEREAS, said real estate is contiguous or adjacent to the corporate limits of the City of Valley, and is urban or suburban in character; and

WHEREAS, the majority owner of said real estate, Still Water Lake, LLC, a Nebraska limited liability company, has requested that the real estate be annexed to the City of Valley pursuant to the provisions of Neb. Rev. Stat. § 18-3301 via a written Request for Annexation, a copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference.; and

WHEREAS, said real estate will receive material benefits and advantages from annexation into the corporate limits of the City of Valley.

Section 1. That the real estate hereinafter described be, and the same is hereby annexed and included within the corporate limits of the City of Valley, Nebraska, and said real estate and the persons thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included within the corporate limits of the City of Valley, Nebraska.

Section 2. The real estate which is hereby annexed and included within the corporate limits of the City of Valley, Nebraska is legally described on Exhibit "A" attached hereto.

A map of the area is attached hereto and marked as Exhibit "B" and by this reference made a part of this Ordinance. The land to be annexed is marked thereon, but said map is for convenience and, in case of discrepancy, the description in this Ordinance shall be controlling.

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

Section 4. If any section, clause, provision or part or portion of any section, clause or provision of this ordinance or the application thereof to any person or circumstance is held

unconstitutional, such invalidity or unconstitutionality shall not affect the validity or application of any other section, clause, provision or part or portion of this ordinance.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 20__.

INTRODUCED BY COUNCIL MEMBER:

APPROVED BY

Cindy Grove, Mayor
City of Valley, Nebraska

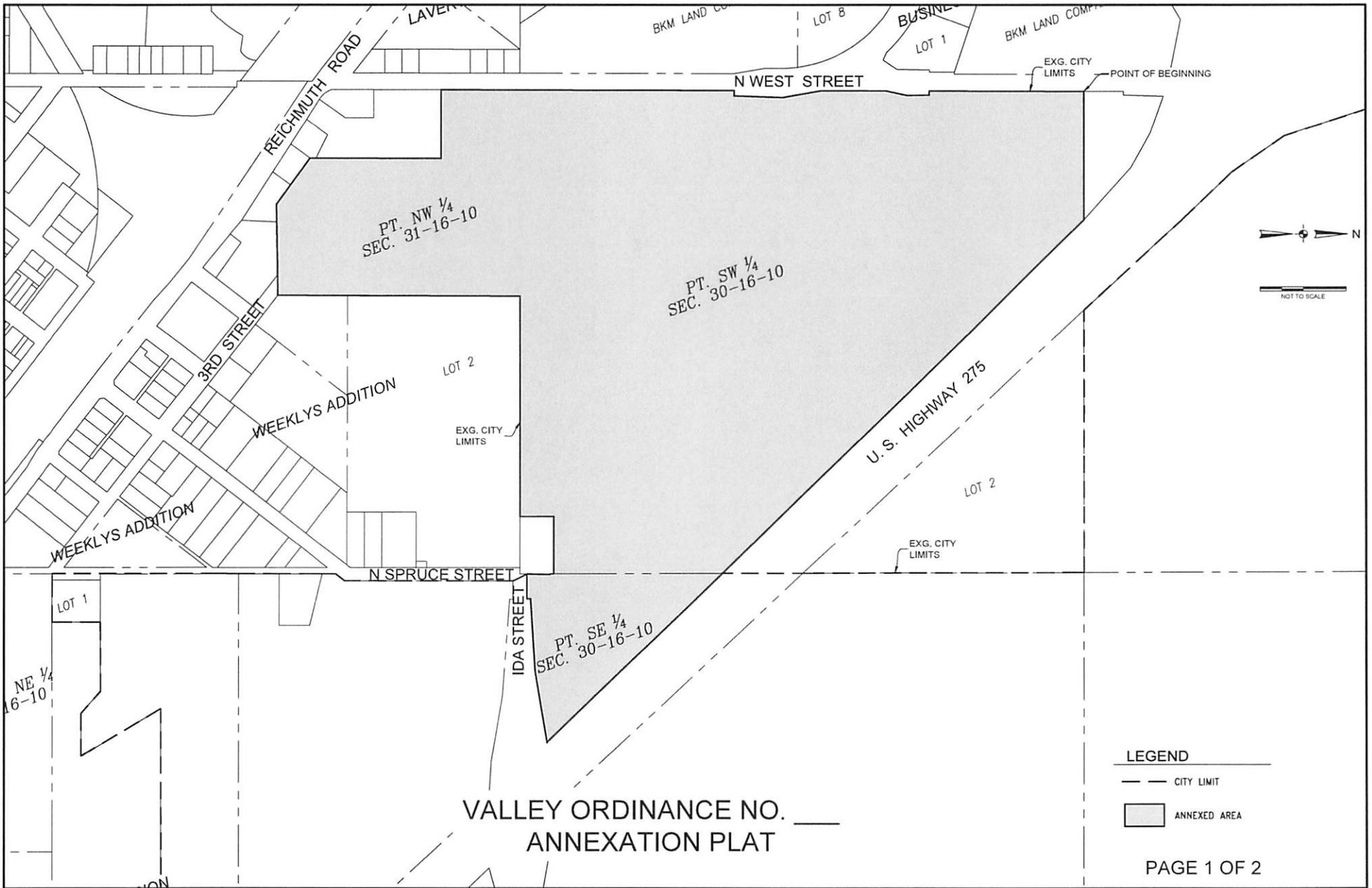
First Reading: _____

Second Reading: _____

PASSED: _____

ATTEST:

Christie Donnermeyer, Clerk
City of Valley, Nebraska



DATE: 11/15/2022 10:51:37 AM (User: [redacted]) (Plot: 25-01.00) (Date: 11/15/2022 10:51:37 AM)

VALLEY ORDINANCE NO. _____
ANNEXATION PLAT

LEGEND
 - - - - - CITY LIMIT
 [Shaded Box] ANNEXED AREA



NOT TO SCALE

POINT OF BEGINNING

SEC. NW 1/4
32-16-10

EXG. CITY
LIMITS

POLLY'S SUBDIVISION
LOT 2

EXG. CITY
LIMITS

LOT 3

LOVES VALLEY
LOT 1

LOT 2

EXG. CITY
LIMITS

VALLEY ORDINANCE NO. ANNEXATION PLAT

LEGEND

--- CITY LIMIT

■ ANNEXED AREA

RESOLUTION NO. 2024-60

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 Prominence Global, LLC, a Nebraska limited liability company (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:

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 12th day of November, 2024.

CITY OF VALLEY, NEBRASKA

Cindy Grove, Mayor

ATTEST:

Christie Donnermeyer, City Clerk

SCHEDULE 1

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

A TRACT OF LAND BEING PART OF THE NE1/4 OF THE NW1/4 AND ALSO PART OF THE SE1/4 OF THE NW1/4, AND PART OF SW1/4 OF THE NW1/4, AND PART OF NW1/4 OF THE NW1/4, ALL IN SECTION 32, TOWNSHIP 16 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 32, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 2, LOVES VALLEY, A SUBDIVISION LOCATED IN SAID SECTION 32; THENCE N89°59'47"W (BASIS OF BEARING: DOUGLAS COUNTY LOW DISTORTION PROJECTION) ALONG THE SOUTH LINE OF SAID NW1/4 OF SECTION 32, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 2, LOVES VALLEY, AND ALSO THE NORTH LINE OF LOT 1, SAID LOVES VALLEY, A DISTANCE OF 294.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°59'47"W ALONG SAID NORTHERLY LINE OF SAID LOT 1, LOVES VALLEY AND ALSO THE NORTHERLY LINE OF LOT 3, SAID LOVES VALLEY, A DISTANCE OF 1438.26 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY NO. 275; THENCE N38°11'40"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY NO. 275, A DISTANCE OF 1472.67 FEET TO THE WEST LINE OF SAID NW1/4 OF SECTION 32; THENCE N00°00'43"W ALONG SAID WEST LINE OF SAID NW1/4 OF SECTION 32, A DISTANCE OF 952.27 FEET; THENCE N89°59'06"E, A DISTANCE OF 324.83 FEET; THENCE N00°00'20"W, A DISTANCE OF 69.09 FEET; THENCE N89°59'17"E, A DISTANCE OF 226.66 FEET; THENCE S00°00'43"E, A DISTANCE OF 588.26 FEET; THENCE N89°59'11"E, A DISTANCE OF 860.01 FEET; THENCE S00°00'49"E, A DISTANCE OF 336.88 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 88.00 FEET, A DISTANCE OF 31.74 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N75°53'56"E, A DISTANCE OF 31.56 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 91.00 FEET, A DISTANCE OF 144.83 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S68°50'13"E, A DISTANCE OF 130.02 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 88.00 FEET, A DISTANCE OF 52.93 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S40°28'15"E, A DISTANCE OF 52.13 FEET; THENCE S57°42'01"E, A DISTANCE OF 74.68 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 840.00 FEET, A DISTANCE OF 309.95 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S47°07'47"E, A DISTANCE OF 308.19 FEET; THENCE S36°33'32"E, A DISTANCE OF 222.08 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 560.00 FEET, A DISTANCE OF 75.47 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S40°25'11"E, A DISTANCE OF 75.41 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET, A DISTANCE OF 124.04 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S67°58'12"E, A DISTANCE OF 120.53 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 91.00 FEET, A DISTANCE OF 93.50 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S62°13'32"E, A DISTANCE OF 89.44 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 165.00 FEET, A DISTANCE OF 132.49 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S55°47'42"E, A DISTANCE OF 128.96 FEET; THENCE S10°38'27"W, A DISTANCE OF 80.01 FEET; THENCE S00°09'31"W, A DISTANCE OF 451.74 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 2,881,226 SQUARE FEET OR 66.144 ACRES, MORE OR LESS.

SCHEDULE 2

FORM OF REDEVELOPMENT PLAN

Redevelopment Plan
Northwest corner of the intersection of N. 252nd Street and Meigs Street,
Valley, Nebraska Redevelopment Area 2024

Prominence Global, LLC (the “Redeveloper”) intends to acquire, redevelop, and improve the area, described in this Plan, pursuant to the Nebraska Community Development Law (Sections 18-2101 to 18-2144 and 18-2147 to 18-2153, R.R.S. Neb. 2012, as amended, the “Act”) by the development of commercial property as a redevelopment project generally located at Northwest corner of the intersection of N. 252nd Street and Meigs Street, Valley, Nebraska (the “Project”).

A. General Project Description

THE ACQUISITION AND REDEVELOPMENT OF APPROXIMATELY 66.144 ACRES OF VACANT GROUND; AND SUBDIVISION OF SUCH LAND INTO ONE OR MORE LOTS FOR A COMMERCIAL MIXED-USE DEVELOPMENT CONSISTING OF THREE SEPARATE PHASES: PHASE I WILL ENCOMPASS 5 COMMERCIAL LOTS; PHASE II WILL ENCOMPASS 7 COMMERCIAL LOTS, & PHASE III WILL ENCOMPASS 8 COMMERCIAL LOTS; SITE PREPARATION AND INFILL WORK; STORM AND SANITARY SEWERS; PUBLIC RIGHTS-OF-WAY; CONSTRUCTION OF VARIOUS STRUCTURES SUITABLE FOR USE FOR RETAIL SERVICES, HOTEL, AND FLEX COMMERCIAL USES, STORAGE AND/OR COMMUNITY AREAS AND FEATURES; AND INSTALLATION OF PARKING FACILITIES.

Described on Exhibit “1” attached to this Plan is the legal description of the real estate (the “Project Area”) which the Redeveloper intends to acquire and redevelop, which plan details the three-phase development plan for the Project Area. The final development phases will be dependent upon market requirements, and phases could be combined dependent on market demand. The subdivision platting, building and street and utility configuration may be revised as the Project develops in phases. Once the market demands have been ascertained by the Redeveloper, streets and utility easements will be extended and additional phases will be commenced. In addition to market conditions, the final platting, street and parking configurations will depend upon subdivision and other local governmental approvals.

The Redevelopment of the Project Area is not economically feasible to implement without assistance from tax increment financing (TIF) because the current layout of the ground requires significant expenditures for acquisition, site preparation, and public improvements. Documentation that the project is not financially feasible without TIF as the project would result in a negative rate of return on investment unless TIF is provided. Further documentation is provided by the Redeveloper’s prospective lender indicating that the project is not financially feasible without TIF and it would not make loan funds available for the development. The Project would not occur in the Project Area without the use of tax-increment financing. The Redeveloper believes that the redevelopment of the Project Area will provide the City and its surrounding area with significant new commercial activity, expanding both the tax base and employment opportunities.

B. Boundaries of Project Area and Existing Conditions and Uses

Exhibit “1” shows the outer boundaries of the Project Area. The existing use of the property within the Project Area is agricultural in nature.

The Project Area has significant topographical challenges. This topography makes development difficult and adds a large expense for redevelopment of the Project Area. Substantial excavation and fill will be required to prepare the Project Area for redevelopment.

No water or sanitary or storm sewer facilities are located within the Project Area. No street improvements have been installed. In connection with the final planning for the Project Area, it may be necessary to provide for alterations in the platting. It will also be necessary to provide for appropriate easements for water and sewer service to serve the City connections.

C. Land Use Planning Show Proposed Uses

Exhibit “2” shows the ultimate use for the Project Area. Exhibit “2” shows the proposed configuration of the various commercial uses. The actual development of the Project Area on a proposed three phase schedule will ultimately depend on the ever-changing market conditions.

D. Information Concerning Population Densities, Land Coverage and Building Intensities

The Project Area currently has no residents. Under this Plan, all of the Project Area is intended at full development to provide various restaurant, retail, hotel, business, and flex business use opportunities. No families will be displaced in connection with redevelopment of the Project Area. Anticipated land coverage and building intensities are shown on Exhibit “2”. Building densities will not exceed such densities as are permitted under local regulations.

E. Statement as to Proposed Changes in Zoning, Street Layout, Street Levels or Grades.

The Project Area is currently zoned as Transitional Agricultural (TA). A change in such zoning to Highway Commercial (C-3) is required. Approval is subject to City ordinances. All construction will be subject to applicable building codes and ordinances. The street layout and street levels will depend upon the finalized construction development plans. Streets interior to the project are intended to be public streets and will be dedicated to the public as part of subdivision approval.

F. Site Plan for the Project Area

Exhibit “2” shows the site plan for the area. Exhibit “2” further shows the proposed development schedule and site coverage for each building. Timing of the development is subject to revision based on market demand. Site coverage is also subject to revision based on customer demand.

G. Statement as to Kind and Number of Additional Public Facilities

Water, sanitary and storm sewer main extensions throughout the Project Area will be provided in accordance with specifications and requirements of the City. The location and sizing of sewer lines will depend upon building configuration within the Project Area, which will in turn depend upon marketing requirements. The Redeveloper will be responsible for all on-site utility infrastructure installation. The Redeveloper will be responsible for obtaining appropriate gas and electric service.

H. Implementation of Plan

No project redevelopment contract or agreement between the Agency and the Redeveloper will be entered into until the Redeveloper has provided evidence of a financing commitment from a recognized financial institution acceptable to the Agency for financing of the Redeveloper's costs, including an undertaking to purchase any tax increment revenue bonds proposed to be issued by the Agency in accordance with the terms of this Plan.

I. Description of Redevelopment Project

The Redeveloper intends to develop a mixed-use development consisting of retail, restaurant, office, hotel and general flex business uses in three or more separate phases. Currently it is anticipated that Phase I will encompass initial site development and grading, public infrastructure installation, and the development of 5 commercial lots. Phase II will encompass additional site development, public infrastructure installation, and the development of 7 additional commercial lots. Phase III will encompass additional site development, public infrastructure installation, and the development of 8 additional commercial lots.

The Redeveloper expects a valuation on Phase I upon completion of \$19,422,500.00. Phase I construction will take up to 24 months, and will commence in the Spring of 2026. The Redeveloper expects a valuation on Phase II upon completion of \$20,121,250.00. Phase II construction will take up to 24 months, and will commence in the Spring of 2028. The Redeveloper expects a valuation on Phase III upon completion of \$22,314,500.00. Phase III construction will take up to 24 months, and will commence in the Spring of 2030.

J. Plan of Finance and Sources and Uses of Funds

The overall estimated costs for the entire Project (all phases) are estimated to be \$69,965,415.00 (\$61,858,250 in construction costs, and \$8,107,165.00 in public infrastructure costs). The total valuation of the Project upon completion is estimated to be \$61,858,250.00. The current base value for the entire Project Area is \$0.00, but Redeveloper estimates that the current base value will be \$1,096,560.00, resulting in an overall increase of valuation of \$60,761,690.00. The Redeveloper has allocated the base value for each Phase as follows: Phase I base value equals \$365,520.00, Phase II base value equals \$365,520.00, and Phase III base value equals \$365,520.00.

The Redeveloper seeks assistance from the Community Development Agency of the City of Valley (the "Agency") to overcome the site development, infrastructure, construction, and certain other tax increment eligible expenses, to include a portion of the following:

Sanitary Sewer (Interior):	\$816,310.00
Sanitary Sewer (Existing life Station Contribution):	\$72,520.00
Sewer (Capital Facilities Fees):	\$109,656.00
Paving (Interior Commercial):	\$2,819,280.00
Water (Interior):	\$954,360.00
Water (Exterior):	\$544,500.00
Water (Capital Facility Fees):	\$91,380.00
Underground Electrical:	\$247,335.00
Storm Sewer:	\$602,810.00
Administrative Fee:	\$42,384.00
Grading:	\$651,630.00

TOTAL: \$8,107,165.00

The grant to be provided for from the issuance of community development revenue bonds to be issued by the Agency for each phase of the Project is a grant estimated as follows: Phase I \$2,085,160.00; Phase II \$2,168,954.00, & Phase III \$2,389,409.00, provided however that in no event shall the tax increment development revenue bonds to be issued by the Agency for the Project as a whole, including for Phases I, II and III, exceed \$6,000,000.

The incremental ad valorem tax revenues for each phase of the Project (the increase in real property taxes based upon the resulting increase in taxable valuation) for a period of up to fifteen years after a designated effective date for each phase as determined by a written redevelopment contract amendment as to each phase or subphase provided by the Redeveloper with written notice to the Agency to notify the County Assessor of Douglas County to initiate a division of taxes pursuant to Section 18-2147 of the Act to pay debt service on the Indebtedness. The Redeveloper is to have full responsibility for the (i) the purchasing of the Indebtedness from the Agency, or (ii) arranging for the purchase of the Indebtedness from the Agency. Any issuance of the Indebtedness is to be upon the basis of a private placement with the purchaser signing and delivering an investment letter satisfactory in form to the Agency.

K. Description of Project Area

TAX INCREMENT REVENUES TO PAY THE INDEBTEDNESS IS TO COME FROM THE FOLLOWING REAL PROPERTY (as such property may be replatted):

A TRACT OF LAND BEING PART OF THE NE1/4 OF THE NW1/4 AND ALSO PART OF THE SE1/4 OF THE NW1/4, AND PART OF SW1/4 OF THE NW1/4, AND PART OF NW1/4 OF THE NW1/4, ALL IN SECTION 32, TOWNSHIP 16 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 32, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 2, LOVES VALLEY, A SUBDIVISION LOCATED IN SAID SECTION 32; THENCE N89°59'47"W (BASIS OF BEARING: DOUGLAS COUNTY LOW DISTORTION

PROJECTION) ALONG THE SOUTH LINE OF SAID NW1/4 OF SECTION 32, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 2, LOVES VALLEY, AND ALSO THE NORTH LINE OF LOT 1, SAID LOVES VALLEY, A DISTANCE OF 294.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°59'47"W ALONG SAID NORTHERLY LINE OF SAID LOT 1, LOVES VALLEY AND ALSO THE NORTHERLY LINE OF LOT 3, SAID LOVES VALLEY, A DISTANCE OF 1438.26 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY NO. 275; THENCE N38°11'40"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY NO. 275, A DISTANCE OF 1472.67 FEET TO THE WEST LINE OF SAID NW1/4 OF SECTION 32; THENCE N00°00'43"W ALONG SAID WEST LINE OF SAID NW1/4 OF SECTION 32, A DISTANCE OF 952.27 FEET; THENCE N89°59'06"E, A DISTANCE OF 324.83 FEET; THENCE N00°00'20"W, A DISTANCE OF 69.09 FEET; THENCE N89°59'17"E, A DISTANCE OF 226.66 FEET; THENCE S00°00'43"E, A DISTANCE OF 588.26 FEET; THENCE N89°59'11"E, A DISTANCE OF 860.01 FEET; THENCE S00°00'49"E, A DISTANCE OF 336.88 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 88.00 FEET, A DISTANCE OF 31.74 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N75°53'56"E, A DISTANCE OF 31.56 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 91.00 FEET, A DISTANCE OF 144.83 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S68°50'13"E, A DISTANCE OF 130.02 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 88.00 FEET, A DISTANCE OF 52.93 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S40°28'15"E, A DISTANCE OF 52.13 FEET; THENCE S57°42'01"E, A DISTANCE OF 74.68 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 840.00 FEET, A DISTANCE OF 309.95 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S47°07'47"E, A DISTANCE OF 308.19 FEET; THENCE S36°33'32"E, A DISTANCE OF 222.08 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 560.00 FEET, A DISTANCE OF 75.47 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S40°25'11"E, A DISTANCE OF 75.41 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET, A DISTANCE OF 124.04 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S67°58'12"E, A DISTANCE OF 120.53 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 91.00 FEET, A DISTANCE OF 93.50 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S62°13'32"E, A DISTANCE OF 89.44 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 165.00 FEET, A DISTANCE OF 132.49 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S55°47'42"E, A DISTANCE OF 128.96 FEET; THENCE S10°38'27"W, A DISTANCE OF 80.01 FEET; THENCE S00°09'31"W, A DISTANCE OF 451.74 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS AN AREA OF 2,881,226 SQUARE FEET OR 66.144 ACRES, MORE OR LESS, Douglas

County, Nebraska. Exhibit “2” shows the boundaries of the area constituting the Project Area. Improvements related to the Project Area may be constructed and installed both inside and outside of the Project Area in order to serve the Project Area.

The tax increment revenues are to be allocated under the terms of Section 18-2147(1)(b) of the Act for those tax years for which the payments become delinquent in the 15-year period commencing on the effective date established in the Redevelopment Contract, and, if collected on or before the end of such fifteen-year period, may also be allocated to the Agency and applied to payment of principal and interest on the Indebtedness. The effective date for such allocations shall be set forth in a project Redevelopment Contract or Redevelopment Contract Amendment and/or bond resolution and shall be noticed to the County Assessor of Douglas County in accordance with the terms of Section 18-2147(b)(3) of the Act.

The real property ad valorem taxes on the current taxable valuation for the year prior to redevelopment in accordance with this Plan and the Act will continue to be paid to the effective date established in the Redevelopment Contract applicable taxing bodies in accordance with the terms of Section 18-2147(1)(a) of the Act.

L. 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. ***Such effective date under this Plan shall be set forth in the Redevelopment Contract or Redevelopment Contract Amendment (anticipated to be January 1, 2026 for Phase I, January 1, 2028 for Phase II, and January 1, 2030 for Phase III). Such effective date may be confirmed and restated in the resolution authorizing the Indebtedness and/or in the Project Redevelopment Contract or Redevelopment Contract Amendment to be entered into between the Agency and the Redeveloper.***

References to “authority” in such Section 18-2147 of the Act, include the Agency in accordance with Section 18-2101.01 of the Act. Pursuant to Section 18-2147(b) of the Act, 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 Section 18-2147 and shall not otherwise constitute indebtedness of the Agency or the City. Neither the City nor the Agency shall be liable for any portion of the indebtedness.

M. Redevelopment Plan Complies with the Act:

The Community Development Law requires that a redevelopment plan and project consider and comply with a number of requirements. This Plan meets the statutory qualifications as set forth below.

1. The project must be in an area declared blighted and substandard. [Section 18-2109]

The Project Area has been declared blighted and substandard by action of the Mayor and Council of the City prior to the adoption and approval of this Plan. Public hearing was October 8, 2024. Resolution No. 2024-57, adopted by City Council on October 8, 2024.

2. Conformance to the general plan for the municipality as a whole. [Section 18-2103(13)(a) and Section 18-2110]

The City of Valley has adopted the Valley Comprehensive Plan 2018 adopted on March 13, 2018 by Ordinance No. 708, as amended from time to time (the “Comprehensive Plan”). This Plan is in conformance with the Comprehensive Plan.

3. The Redevelopment Plan must be sufficiently complete to address the following items: [Section 18-2103(13)(b) and Section 18-2111]

- a. Land Acquisition:** The Project Area will be acquired by the Redeveloper, by private purchase. The Agency will not acquire any portion of the Project Area.
- b. Demolition and Removal of Structures:** The project to be implemented under this Plan does not include rehabilitation of any existing structures. No building will be required to be removed or demolished. However, substantial dirt removal and relocation, including infill placement will be required to make the site useful for the planned development. Elevations and street and sewer plans will be provided to the City Planning Department for approval prior to commencement of construction.
- c. Future Land Use Plan:** See the attached map (Exhibit “2”) for the proposed development land use. See the attached map (Exhibit “2”) for the proposed development land use. The attached maps also show an accurate site plan of the area after redevelopment, showing the proposed uses projected for the Redevelopment Project, all depending upon market conditions. Such building layouts may vary depending on final design implementation.
- d. Changes to zoning, street layouts and grades or building codes or ordinances or other Planning changes.** The area is zoned TA; provided, however, the Redeveloper will request a rezoning of the Project to Highway Commercial (C-3). The proposed street layouts, depending upon marketing terms, are shown on Exhibit “2”. Streets within the project boundaries will be dedicated public streets. No changes are anticipated in building codes or ordinances. Re-platting is contemplated.
- e. Site Coverage and Intensity of Use.** The Project as fully developed with encompass 20 commercial lots for various restaurant, retail, hotel, business, and flex business use opportunities. The actual proposed development of the Project Area on the proposed three phases will depend on development of market conditions. Site coverage after development is shown on Exhibit “2”.

- f. **Additional Public Facilities or Utilities.** Water, storm and sanitary sewer connections to the city mains will be required.
4. **The Act requires that a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation.** There are no residents or operating businesses currently located in the Project Area and no relocation requirements apply or are contemplated.
5. **Conflicts of interest by an Agency member must be disclosed.** No member of the governing body of the Agency nor any employee of the City or the Agency holds any interest in any property located in the Project Area.
6. **The Act requires that the Agency consider:**
- a. **Method and cost of acquisition and preparation for redevelopment and estimated proceeds from disposal to redevelopers.** The Redeveloper will acquire the property located in the Project Area (other than portions thereof currently or subsequently dedicated for public streets) using its own resources. There will be no acquiring of property by the Agency and therefore Section 18-2119 of the Act requiring publication of notice for contract proposals does not apply. The Agency may enter into a project redevelopment contract with the Redeveloper having such undertakings as the Agency determines appropriate. Because all of the real property within the Project Area (other than portions thereof currently or subsequently dedicated for public streets) will be privately owned the requirements of Section 18-2118 of the Act relating to transfers of property by the Agency do not apply. The Redeveloper intends to develop the Project Area with a resulting investment up to \$69,965,415.00 of funds from grant proceeds as provided for in this Plan and from private resources (including bank or other financing). A grant or grants to the Redeveloper to provide for contributions by the Redeveloper in aid of construction are expected to be needed and applied in order to complete the Redevelopment Project.
- b. **Statement of proposed method of financing the redevelopment project.** This Plan contemplates that the Agency may issue its Indebtedness (development revenue bond or bonds) in an amount sufficient to provide a grant from the Agency, not to exceed \$6,000,000.00 (after payment of the Agency's incurred costs) to the Redeveloper to bear interest at a rate of 7%. The Indebtedness shall be held by the Redeveloper or privately placed to obtain the proceeds needed to make the grant. The Redeveloper will purchase or cause the Indebtedness to be purchased. Application of the proceeds of the Indebtedness will be supervised by or on behalf of the Agency. The Indebtedness shall be repaid from the tax increment revenues generated from the Project Area during the period described in Paragraph J above.
- c. **Statement of feasible method of relocating displaced families.** No families will be displaced as a result of this plan and therefore no statement of feasible relocation is required.

7. **Statutory considerations prior to recommending a redevelopment plan.** Section 18-2113 of the Act requires that the governing body of an Agency observe certain considerations prior to recommending a Plan: In connection with the adoption of this Plan and prior to recommending it to the Mayor and Council, the governing body of the Agency shall consider whether the proposed land uses and building requirements in the redevelopment project area (as to this Plan, the Project Area) are designed with the general purpose of accomplishing, in conformance with the general plan (the City's Comprehensive Plan), 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 and 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 provision 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 insanitary or unsafe dwelling accommodations or conditions of blight. The Agency shall undertake to make such considerations and findings prior to its recommending of this Plan by a resolution separate from this Plan.

8. **Cost Benefit Analysis.** This Plan when presented for recommendation and approval shall be accompanied by a cost benefit analysis. Such analysis pursuant to Section 18-2113 of the Act is as follows:
 - a. Tax shifts resulting from the approval of the use of funds pursuant to section 18-2147: This Project will be developed on real estate that is undeveloped. No tax shift as a result of the usage of TIF is therefore contemplated. However, the incremental tax revenues generated by the Project to pay the indebtedness is equal to the payment of principal and interest on the Indebtedness. That amount is shown on Exhibit "3" (the "Proforma"). However, current projects estimate local city sales tax increase of \$500,000 annually on full development to cover any increased City costs.

 - b. Public infrastructure and public service needs: The plan requires the Redeveloper to pay for and install all infrastructure.

 - c. Impacts on employers and employees within the project area: None exist. Therefor no impact is expected.

 - d. Impacts on employers and employees in the city, but not in the project area: The construction of the facility will increase temporarily employment through the construction process. The additional housing resulting from the to-be-formed Sanitary and Improvement District located immediately adjacent to the Project Area, may have the effect of providing an additional employee pool for employers.

e. Other impacts: No significant negative additional impacts are anticipated. However the project will invite population growth with its attendant spending and investment in the community.

f. The project proposed by this plan does not result in any residential development. Possible increase student load for the school system could result from development of an adjoining development, specifically from the to-be-formed Sanitary and Improvement District located immediately adjacent to the Project Area. However, implementation of the full project will take a number of years. Development of this portion of the Project will not result in an influx of students. Any increase will be spread over the entire class range provided by the Valley School District.

9. **Time Frame for Development.** Phase I construction will take up to 24 months, and will commence in the Spring of 2026. Phase II construction will take up to 24 months, and will commence in the Spring of 2028. Phase III construction will take up to 24 months, and will commence in the Spring of 2030.

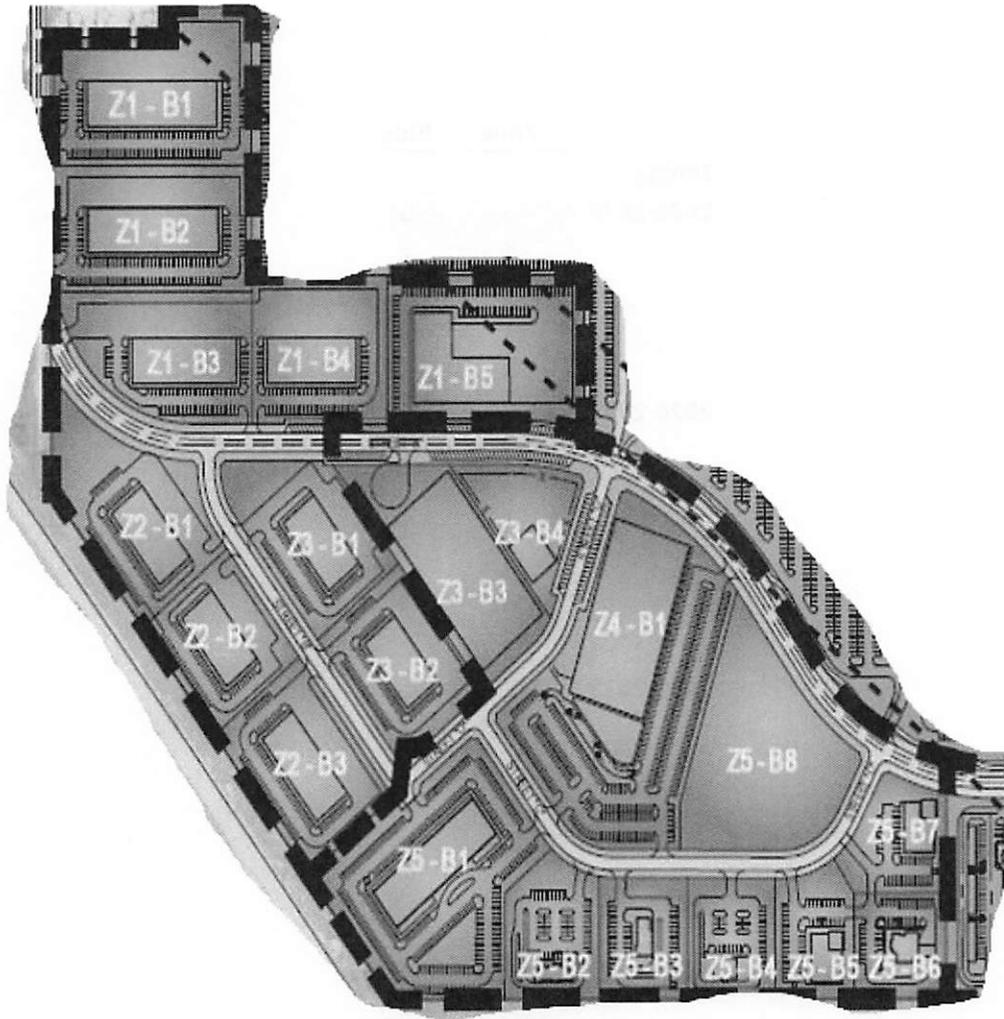
Exhibit 1

A TRACT OF LAND BEING PART OF THE NE1/4 OF THE NW1/4 AND ALSO PART OF THE SE1/4 OF THE NW1/4, AND PART OF SW1/4 OF THE NW1/4, AND PART OF NW1/4 OF THE NW1/4, ALL IN SECTION 32, TOWNSHIP 16 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 32, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 2, LOVES VALLEY, A SUBDIVISION LOCATED IN SAID SECTION 32; THENCE N89°59'47"W (BASIS OF BEARING: DOUGLAS COUNTY LOW DISTORTION PROJECTION) ALONG THE SOUTH LINE OF SAID NW1/4 OF SECTION 32, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 2, LOVES VALLEY, AND ALSO THE NORTH LINE OF LOT 1, SAID LOVES VALLEY, A DISTANCE OF 294.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°59'47"W ALONG SAID NORTHERLY LINE OF SAID LOT 1, LOVES VALLEY AND ALSO THE NORTHERLY LINE OF LOT 3, SAID LOVES VALLEY, A DISTANCE OF 1438.26 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY NO. 275; THENCE N38°11'40"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY NO. 275, A DISTANCE OF 1472.67 FEET TO THE WEST LINE OF SAID NW1/4 OF SECTION 32; THENCE N00°00'43"W ALONG SAID WEST LINE OF SAID NW1/4 OF SECTION 32, A DISTANCE OF 952.27 FEET; THENCE N89°59'06"E, A DISTANCE OF 324.83 FEET; THENCE N00°00'20"W, A DISTANCE OF 69.09 FEET; THENCE N89°59'17"E, A DISTANCE OF 226.66 FEET; THENCE S00°00'43"E, A DISTANCE OF 588.26 FEET; THENCE N89°59'11"E, A DISTANCE OF 860.01 FEET; THENCE S00°00'49"E, A DISTANCE OF 336.88 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 88.00 FEET, A DISTANCE OF 31.74 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N75°53'56"E, A DISTANCE OF 31.56 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 91.00 FEET, A DISTANCE OF 144.83 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S68°50'13"E, A DISTANCE OF 130.02 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 88.00 FEET, A DISTANCE OF 52.93 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S40°28'15"E, A DISTANCE OF 52.13 FEET; THENCE S57°42'01"E, A DISTANCE OF 74.68 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 840.00 FEET, A DISTANCE OF 309.95 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S47°07'47"E, A DISTANCE OF 308.19 FEET; THENCE S36°33'32"E, A DISTANCE OF 222.08 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 560.00 FEET, A DISTANCE OF 75.47 FEET,

SAID CURVE HAVING A LONG CHORD WHICH BEARS S40°25'11"E, A DISTANCE OF 75.41 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET, A DISTANCE OF 124.04 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S67°58'12"E, A DISTANCE OF 120.53 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 91.00 FEET, A DISTANCE OF 93.50 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S62°13'32"E, A DISTANCE OF 89.44 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 165.00 FEET, A DISTANCE OF 132.49 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S55°47'42"E, A DISTANCE OF 128.96 FEET; THENCE S10°38'27"W, A DISTANCE OF 80.01 FEET; THENCE S00°09'31"W, A DISTANCE OF 451.74 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS AN AREA OF 2,881,226 SQUARE FEET OR 66.144 ACRES, MORE OR LESS, Douglas County, Nebraska.

**Exhibit 2
Proposed Site Layout**



**Exhibit 2 (Continued)
Phasing**

Timing	Zone Bldg	
	Zone	Bldg
2028-2029	1	1
	1	2
	1	3
	1	4
2028-2031	4	1
	2	1
	2	2
	2	3
	3	1
	3	2
	3	3
	3	4
2030-2033	1	5
	5	1
	5	2
	5	3
	5	4
	5	5
	5	6
	5	7
		8

Exhibit 3
Page 3

Applicant	Project	PRO FORMA										Debt Service Payments			Loan Balance	Capitalized Interest	Interest at 7.50%
DATE	Item Table Worksheet	Less Pre-Development Site	TF Taxable Worksheet	Tax Levy	Tax Exemption	TREASURY'S 1% Collection Fee	Revenues Available Per TF Loan	Principal	Interest at 7.50%	Total	Loan Balance	Capitalized Interest	Interest at 7.50%				
0											\$1,150,000						
0.5								50	50	50	\$2,200,023	20623	20623				
1	3,578,825	\$943,520	\$2,113,105					50	50	50	\$2,314,373	43648	43648				
1.5	3,578,825	\$943,520	\$2,113,105				87,222	372	98,839	50	\$2,384,203	49932	49932				
2	11,197,150	\$163,320	\$10,791,730				77,029	771	78,228	50	\$2,576,258	12370	12370				
2.5	11,197,150	\$163,320	\$10,791,730				77,029	771	78,228	50	\$2,129,409	11834	11834				
3	16,783,875	\$163,320	\$16,370,135				116,894	1,169	118,725	50	\$2,361,287	0	89603				
3.5	16,783,875	\$163,320	\$16,370,135				116,894	1,169	118,725	50	\$2,336,183	0	86813				
4	22,314,500	\$163,320	\$21,948,880				156,729	1,567	158,562	50	\$2,161,010	0	87607				
4.5	22,314,500	\$163,320	\$21,948,880				156,729	1,567	158,562	50	\$2,190,342	0	85074				
5	22,314,500	\$163,320	\$21,948,880				156,729	1,567	158,562	50	\$2,173,823	0	82443				
5.5	22,314,500	\$163,320	\$21,948,880				156,729	1,567	158,562	50	\$2,090,261	0	79718				
6	22,314,500	\$163,320	\$21,948,880				156,729	1,567	158,562	50	\$1,972,106	0	71659				
6.5	22,314,500	\$163,320	\$21,948,880				156,729	1,567	158,562	50	\$1,890,900	0	71954				
7	22,314,500	\$163,320	\$21,948,880				156,729	1,567	158,562	50	\$1,806,647	0	70909				
7.5	22,314,500	\$163,320	\$21,948,880				156,729	1,567	158,562	50	\$1,715,234	0	67740				
8	22,314,500	\$163,320	\$21,948,880				156,729	1,567	158,562	50	\$1,622,343	0	64471				
8.5	22,314,500	\$163,320	\$21,948,880				156,729	1,567	158,562	50	\$1,534,431	0	61070				
9	22,314,500	\$163,320	\$21,948,880				156,729	1,567	158,562	50	\$1,446,211	0	57542				
9.5	22,314,500	\$163,320	\$21,948,880				156,729	1,567	158,562	50	\$1,353,230	0	52881				
10	22,314,500	\$163,320	\$21,948,880				156,729	1,567	158,562	50	\$1,260,471	0	30083				
10.5	22,314,500	\$163,320	\$21,948,880				156,729	1,567	158,562	50	\$1,171,432	0	44143				
11	22,314,500	\$163,320	\$21,948,880				156,729	1,567	158,562	50	\$1,080,344	0	41054				
11.5	22,314,500	\$163,320	\$21,948,880				156,729	1,567	158,562	50	\$996,893	0	37813				
12	22,314,500	\$163,320	\$21,948,880				156,729	1,567	158,562	50	\$919,243	0	34413				
12.5	22,314,500	\$163,320	\$21,948,880				156,729	1,567	158,562	50	\$846,980	0	30847				
13	22,314,500	\$163,320	\$21,948,880				156,729	1,567	158,562	50	\$779,911	0	27110				
13.5	22,314,500	\$163,320	\$21,948,880				156,729	1,567	158,562	50	\$717,911	0	23215				
14	22,314,500	\$163,320	\$21,948,880				156,729	1,567	158,562	50	\$660,846	0	19297				
14.5	22,314,500	\$163,320	\$21,948,880				156,729	1,567	158,562	50	\$608,491	0	15367				
15	22,314,500	\$163,320	\$21,948,880				156,729	1,567	158,562	50	\$560,350	0	11518				
							\$4,019,458	\$40,293	\$1,889,803	\$2,432,712	\$1,336,843	\$1,989,803	\$219,409				

NOTE: This information is provided to assist in analyzing the specific request to the TF Committee. This information is subject to change based on actual tax cost estimates. This schedule assumes a \$21,849,000 increase in net state valuation and a 1.0 debt coverage ratio. The actual TF amount available to fund after specific project cost unit change based on the cost of public improvements.

Original Loan Amount	\$2,150,000
Capitalized Interest	\$219,409
Loan Balance Remaining	\$1,930,591
Estimated Annual Incremental Tax Payment	\$ 113,438

ASSUMPTIONS: (P# = calculate)

- Pre-Development Base: \$65,520
- Loan Amount: \$2,150,000
- Interest Rate: 7.50%
- F De: Total Project Cost: \$1,715,211
- Est. Real Valuation: \$21,314,500
- Incremental Base Value: \$345,520

Acquisitions, bond costs, ABE, and others: A: granted

Other info:

TF Loan Request	\$1,389,409 **
TF Percentage of	
- Est. Real Valuation	10.71%
- Est. Total Project Cost	64.80%
Leverage Factor	1.56 *

STATUTORY COST BENEFIT ANALYSIS CATALINA 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 Catalina Redevelopment Project, including:

Project Tax Increment Debt. Up to \$6,000,000 at 7% 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 Prominence Global, LLC, a Nebraska limited liability company. This investment by the Agency will result in the development of approximately 66.144 acres containing 21 lots for commercial development. Although it is difficult to determine the final assessed valuation of the Catalina project, it is possible to project an increase in assessed valuation for the City of Valley of approximately \$60,761,690.00 when the Project is fully developed. This would result in a private investment of \$6.40 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 and valuation of \$0.00 for the 2023 tax year, but Redeveloper estimates that the current valuation is \$1,096,560.00. This is indicative of the current low value for assessment purposes of the development project area. It is anticipated that the assessed value will increase by \$60,761,690.00 as a result of the lots being developed at full build out. This construction could result in a tax increase of over \$220,307.31 annually to be distributed to the City of Valley and approximately \$853,264.26 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 taxpayers 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 taxpayers 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 Catalina Development Project. The Agency has inquired of the Valley Fire, Public Works and Police departments to determine if the Catalina 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 C, inclusive are letters from those municipal departments indicating that the Catalina 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 Catalina Development Plan and Project, including the to-be-formed Sanitary Improvement District located immediately adjacent to the Development Project. The current US Census persons/household within the City of Valley is 2.28 persons/household. Assuming a traditional household, this would generate .28 students per household, resulting in an estimated total of 113 students (K-12) who may reside in the to-be-formed Sanitary Improvement District located immediately adjacent to the Development Project. 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 seven years to fully develop all the single and multi-family lots.

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. Attached hereto as Exhibit D is a letter from the Superintendent of the Douglas County West School District supporting this conclusion.

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 Catalina 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 or privately by the Developer.

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 309,353 with an estimated 3.0% unemployment rate. Sustained commercial construction in the Catalina 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 \$60,761,690. Current valuation for the City of Valley is \$733,668,390 (FY 2024-2025 Budget Document).

Sales Tax: The Project will significantly increase the local sales tax payable to the City of Valley. The Developer has estimated the Project, at full buildout upon completion of Phases I, II, and III, could generate \$565,966.00 in local sales tax annually.

Facilities charges: The city has imposed a fee for each lot to hook up to sewer and water. These fees are designated as facilities charges. For sewer the charge is \$3,600 per acre for the commercial lots, and water is \$3,000 per acre for the commercial lots. These fees are estimated as follows:

Sewer Facilities fees: \$188,719.00

Water Facilities fees: \$163,266.00

Other fees: Building permit fees are estimated by the City to be \$348,760.80 for the commercial lots in the Redevelopment Project.



Valley Suburban Fire & Rescue

Protection District No. 5

210 West Church St.
Phone: (402)359-5552

P.O. Box 554
Fax:(402) 374-9153

Valley, Nebraska 68064-5059
ValleyFireRescue@gmail.com

11/4/2024

Valley Community Development Agency
Valley City Hall
203 N. Spruce St.
Valley, NE 68064

RE: Catalina Commercial Redevelopment Plan.

To whom it may concern,

I am the Fire Chief for the Valley Fire Department and have reviewed the proposed Catalina Redevelopment plan located within our fire district. Based on the presented information I believe the Valley Protection District No. 5 has adequate resources, equipment, and volunteer firefighters to provide fire and EMS services to the projected Catalina project. The Valley Fire Protection District No. 5 will not need to acquire additional firefighters nor equipment in order to provide these services and therefore there should be no increased tax burden as a result of the Catalina project.

Terry A. Luthy II
Fire Chief
Valley Fire Department

EXHIBIT "A"



October 3, 2024

Community Development Agency
Valley City Council
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 Catalina Subdivision located at the Northwest corner of the intersection of N. 252nd Street and Meigs Street, part of the NE1/4 OF THE NW1/4 AND ALSO PART OF THE SE1/4 OF THE NW1/4, AND PART OF SW1/4 OF THE NW1/4, AND PART OF NW1/4 OF THE NW1/4, all in Section 32, Township 16 north, Range 10 East of the 6th P.M., Douglas County, Nebraska and which shall be known as the "Catalina 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



VALLEY POLICE DEPARTMENT



Chief Bobby Martinez

203 North Spruce Street, P.O. Box 682
Valley, Nebraska 68064

402-359-2251, Ext. 308

Fax: 402-359-2610

Community Development Agency
Valley City Council
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 consisting for the Catalina Subdivision located at the Northwest corner of the intersection of N. 252nd Street and Meigs Street, part of the NE1/4 OF THE NW1/4 AND ALSO PART OF THE SE1/4 OF THE NW1/4, AND PART OF SW1/4 OF THE NW1/4, AND PART OF NW1/4 OF THE NW1/4, all in Section 32, Township 16 north, Range 10 East of the 6th P.M., Douglas County, Nebraska and which shall be known as the "Catalina 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 black ink, appearing to read "Bobby Martinez", written over a horizontal line.

Chief Bobby Martinez
Valley City Police Department



DC WEST Community Schools

Engage, Prepare, and Empower

November 6, 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 of the Catalina Subdivision located in part of the Northwest corner of the intersection of N. 252nd Street and Meigs Street, Valley, Douglas County, Nebraska and which shall be known as the "Catalina" (the "Project"). The DC West Community School District has been made aware of the possible 113 students anticipated with the residential community over the up to seven years it may take to fully develop the project. Our enrollment K-12 for the 2024-2025 school year is 987 students. Our ideal capacity for our K-12 schools is approximately 1118 students.

Sincerely,

Dr. Melissa Poloncic, Superintendent
DC West Community Schools

ORDINANCE NO. 823

AN ORDINANCE TO DETACH CERTAIN REAL PROPERTY LOCATED WITHIN AND ADJACENT TO THE CITY OF VALLEY, NEBRASKA, PURSUANT TO NEB. REV. STAT. §18-3316; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH.

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

Section 1. Elkhorn Athletic Association, a Nebraska non-profit corporation, owner of the real property legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Real Estate") has submitted to the Mayor and City Council of the City of Valley, Douglas County, Nebraska requesting that the Real Estate be detached from the corporate limits of the City of Valley, Nebraska pursuant to Neb. Rev. Stat. § 18-3316.

Section 2. The Real Estate meets the requirements of Neb. Rev. Stat. § 18-3316.

Section 3. The Real Estate legally described on Exhibit "A" attached hereto and incorporated herein by this reference shall be and hereby is detached from the corporate limits of the City of Valley, Nebraska pursuant to Neb. Rev. Stat. § 18-3316.

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

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

PASSED AND APPROVED this 12th day of November, 2024.

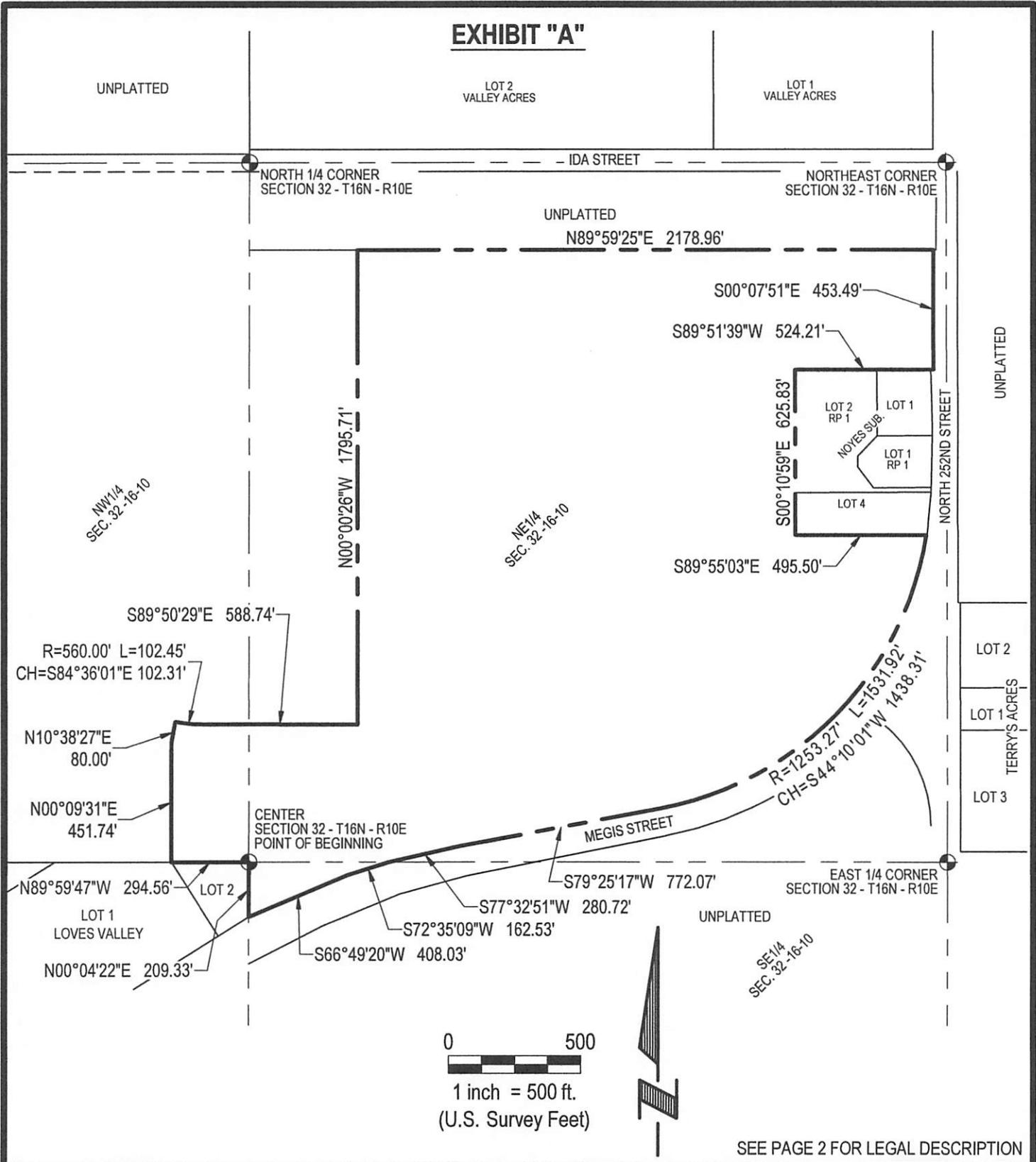
CITY OF VALLEY,
DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

ATTEST:

Christie Donnermeyer, City Clerk

EXHIBIT "A"



SEE PAGE 2 FOR LEGAL DESCRIPTION

E & A CONSULTING GROUP, INC.
Engineering Answers

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599

Job No.: P2023.296.001 Date: 8/12/2024
Drawn by: FCE Scale: 1" = 500' Sht: 1 of 2

DE-ANNEXATION BOUNDARY
PART OF THE NW1/4 AND ALSO PART OF THE NE1/4 AND ALSO PART OF THE NW1/4 OF THE SE1/4, ALL IN SECTION 32, TOWNSHIP 16 NORTH, RANGE 10 EAST
DOUGLAS COUNTY, NEBRASKA

EXHIBIT "A"

LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF THE NE1/4 OF THE NE1/4, AND ALSO PART OF THE SE1/4 OF THE NE1/4, AND ALSO PART OF THE SW1/4 OF THE NE1/4, AND ALSO PART OF THE NW1/4 OF THE NE1/4, AND ALSO PART OF THE NW1/4 OF THE SE1/4, AND ALSO PART OF THE SE1/4 OF THE NW1/4, ALL IN SECTION 32, TOWNSHIP 16 NORTH, RANGE 10 EAST THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 32, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 2, LOVES VALLEY, A SUBDIVISION LOCATED IN SAID SECTION 32; THENCE N89°59'47"W (BASIS OF BEARING: DOUGLAS COUNTY LOW DISTORTION PROJECTION) ALONG THE SOUTH LINE OF SAID NW1/4 OF SECTION 32, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 2, LOVES VALLEY, AND ALSO THE NORTH LINE OF LOT 1, SAID LOVES VALLEY, A DISTANCE OF 294.56 FEET; THENCE N00°09'31"E, A DISTANCE OF 451.74 FEET; THENCE N10°38'27"E, A DISTANCE OF 80.00 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 560.00 FEET, A DISTANCE OF 102.45 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S84°36'01"E, A DISTANCE OF 102.31 FEET; THENCE S89°50'29"E, A DISTANCE OF 588.74 FEET; THENCE N00°00'26"E, A DISTANCE OF 1795.71 FEET; THENCE N89°59'25"E, A DISTANCE OF 2178.96 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 252ND STREET; THENCE S00°07'51"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF NORTH 252ND STREET, A DISTANCE OF 453.49 FEET TO THE NORTHERLY LINE OF LOT 1, NOYES SUBDIVISION, A SUBDIVISION LOCATED IN SAID SECTION 32; THENCE S89°51'39"W ALONG SAID NORTHERLY LINE OF LOT 1, NOYES SUBDIVISION, AND ALSO THE NORTHERLY LINE OF LOT 2, NOYES SUBDIVISION REPLAT 1, A SUBDIVISION LOCATED IN SAID SECTION 32, A DISTANCE OF 524.21 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, NOYES SUBDIVISION REPLAT 1; THENCE S00°10'59"E ALONG THE WESTERLY LINE OF SAID LOT 2, NOYES SUBDIVISION REPLAT 1, AND ALSO THE WESTERLY LINE OF LOT 4, SAID NOYES SUBDIVISION, A DISTANCE OF 625.83 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4, NOYES SUBDIVISION; THENCE S89°55'03"E ALONG THE SOUTH LINE OF SAID LOT 4, NOYES SUBDIVISION, A DISTANCE OF 495.50 FEET TO INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE OF NORTH 252ND STREET AND THE NORTHERLY RIGHT-OF-WAY LINE OF MEGIS STREET; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF MEGIS STREET ON THE FOLLOWING FIVE (5) DESCRIBED COURSES; (1) SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 1253.27 FEET, A DISTANCE OF 1531.92 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S44°10'01"W, A DISTANCE OF 1438.31 FEET; (2) THENCE S79°25'17"W, A DISTANCE OF 772.07 FEET; (3) THENCE S77°32'51"W, A DISTANCE OF 280.72 FEET; (4) THENCE S72°35'09"W, A DISTANCE OF 162.53 FEET; (5) THENCE S66°49'20"W, A DISTANCE OF 408.03 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, LOVES VALLEY, SAID POINT ALSO BEING ON THE WEST LINE OF SAID NW1/4 OF THE SE1/4, SECTION 32; THENCE N00°04'22"E ALONG SAID WEST LINE OF THE NW1/4 OF THE SE1/4, SECTION 32, A DISTANCE OF 209.33 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 4,498,725 SQUARE FEET OR 103.277 ACRES, MORE OR LESS.

SEE PAGE 1 FOR LEGAL SKETCH

 E & A CONSULTING GROUP, INC. Engineering Answers	E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599		DE-ANNEXATION BOUNDARY PART OF THE NW1/4 AND ALSO PART OF THE NE1/4 AND ALSO PART OF THE NW1/4 OF THE SE1/4, ALL IN SECTION 32, TOWNSHIP 16 NORTH, RANGE 10 EAST DOUGLAS COUNTY, NEBRASKA
	Job No.: P2023.296.001	Date: 8/12/2024	
Drawn by: FCE	Scale: 1" = 500'	Sht: 2 of 2	

APPLICATION FOR FINAL PLAT

Valley, Nebraska

LEGAL DESCRIPTION AND GENERAL LOCATION

See attached legal

RECEIPT NO: _____

DATE: _____

FINAL PLAT #: _____

FEE PAID \$ _____

SUBDIVIDER

Name: Prominence Global, LLC (Jeff Moore)
Address: 5802 S 239th Street
Elkhorn, NE 68022

Telephone: _____

AGENT (Authorized to act on Subdivider's behalf):

Name: E & A Consulting Group, Inc (Jeff Stoll)
Address: 10909 Mill Valley Road, Suite 100
Omaha, NE 68154

Telephone: 402.895.4700

OWNER

Name: See attached sheet
Address: _____

Telephone: _____

ANY OTHER ASSOCIATES:

Name: _____
Address: _____

Telephone: () _____

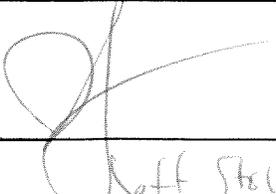
NAME OF FINAL PLAT: Catalina NUMBER OF LOTS: 76

1. Letter or transmittal and action(s) requested.
2. Does the subdivider have any interest in the land surrounding the final plat? Yes ___ No ___
If yes, please describe the nature of such interest: _____

3. Will the final plat require any zoning or other action (rezoning, conditional use or vacations) to complete the development? Yes ___ No X. If yes please describe the nature of the action: _____

4. The final plat is based upon the preliminary plat for _____, approved by the City Council on Sept 10, 2024, Resolution No. _____
5. Is the final plat consistent with the approved preliminary plat? Yes ___ No X. If not, please explain the proposed changes and the reasons therefore:

6. Have all the improvements required by the preliminary plat been completed or guaranteed by bond, letter of credit, etc.? Yes X No ___ (Please check the Planning Commission's letter indicating the approval of the preliminary plat.) If not, which improvements have not been completed:

Applicant's Signature:  Date: 9/13/2024

Jeff Stoll
Agent for Applicant

FINAL PLAT APPLICANT'S TECHNICAL CHECKLIST

Valley, Nebraska

NAME OF FINAL PLAT: Catalina

LOCATION OF SUCH PLAT: Southwest of 252nd & Ida Street

REQUIREMENTS OF FINAL PLAT

- Letter or transmittal with action requested.
- Name of subdivision
- Complete drawing on one sheet if possible
- Drawn in ink or photographed on Mylar
- Signatures in black opaque ink
- Blank margin of ½ inch and outline
- Scale of one (1) inch equals ten (10) feet or sufficient to show all required information clearly
- Number and total number of sheets - index sheet if more than two sheets
- Boundary of the subdivision shall be indicated
- Vicinity Map
- Sketch of proposed subdivision sized 8 ½ inches by 14 inches

CERTIFICATES AND ACKNOWLEDGMENTS

- Owner's acknowledgment and offer of dedication by all parties having titled interest or lien upon the lands
- Surveyor's certificate with legal description written in meets and bounds
- Planning Commission acceptance certificate
- Acknowledgment by Notary
- City Council acceptance and acceptance certificate
- Certificate of acceptance by City Engineer
- Certification of acceptance by the City Enforcement officer, when individual sewage disposal or water systems are to be installed
- Certification by the Mayor and City Clerk that plat is accepted for recording by County Register of Deeds
- Certification that the Subdivider has complied with one of the following alternatives:
 - Improvements have been installed in accordance with requirements of the subdivision ordinance
 - A security bond or certified check filed with the City
 - Subdivision Improvements Agreement along with sufficient surety has been filed
- All affidavits, certificates, acknowledgments, endorsements, dedications, and notarial seals as are required by Law and the provisions of the zoning ordinance and subdivision regulations.

DATA REQUIRED ON THE FINAL PLAT

- Sufficient data to determine all existing and placed stakes and to locate and retrace all lots, blocks, and parcels, Include:
 - Bearings of lines
 - Radii, arcs and central angles of all curves with dimensions to the nearest second
- All dimensions shall be to the nearest .01 of a foot
- Meets or exceeds the "minimum standards of surveys"
- Location and description of monuments
- Lot numbers, square footage, outlot, block dimensions, and frontage dimensions
- Lot, outlot, and block identification system
- Areas reserved for public use - must clearly identify which are private and which are public
- If park land for use of public, must have an outlot letter and be included in the dedication
- If park land is private, must state so and provide maintenance agreement

FINAL PLAT APPLICANT'S TECHNICAL CHECKLIST (cont.)

Valley, Nebraska

- Purpose for which other than residential lots are dedicated or reserved
- Minimum building set back lines
- Locations and names of adjoining subdivisions and streets, adjoining unplatted properties with names and addresses of adjoining owners of unplatted properties.
- Abutting streets, cul-de-sacs and alleys, whether public or private, must include the following:
 - Location
 - Names
 - Centerline
 - Centerline radius
 - Length and interior angle of horizontal curves
 - Tangent length
 - Right-of-Way and paving widths (according to sub-division regulations, future land use and transportation plans)
- Location, width and purpose of all easements (according to sub-division regulations)
- Location and identification of all section corners
- Total number of lots, outlots, and total number of acres in subdivision
- Cross-sections, profiles and grades of streets, gutters, curbs and sidewalks; with locations of all "in street utilities" - drawn to City standards
- Protective covenants, when required
- Any interest in the land surrounding the plat
- Changes in zoning that may have been or need to; Submit zoning / rezoning form

REQUIRED ON EACH SHEET

- Name of Subdivision
- Scale
- North arrow and graphic scale
- Date
- Sheet number and total number of sheet comprising the subdivision
- Location of Subdivision (first sheet only)

DOCUMENTS REQUIRED

- Tax payment status form
- Special assessment status form
- Certificates of Title or Title Opinion
- Private restrictions or covenants, if necessary
- Prior to approval by the City Council, at least three signed reproducible copies (Mylar) of the final plat (2) 18" x 24", and one full size mylar with two additional signed copies. Copies of the original shall be prepared as specified in this Ordinance.

- City Engineer
- City Council
- City Attorney
- Fire Department
- County Engineer
- County Health Department
- Adjacent jurisdictions
- Papio-Missouri River NRD
- NDOR
- Planning Commission
- Traffic engineering
- OPPD
- Building and safety
- School District
- other

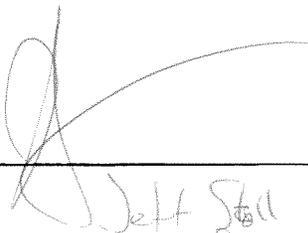
CONFORMS TO APPROVED PRELIMINARY PLAT

- Meets and bounds description
- Lot dimensions and configurations
- Street names
- Street alignment
- Reasons for differences

FINAL PLAT APPLICANT'S TECHNICAL CHECKLIST (cont.)
Valley, Nebraska

ANY OTHER INFORMATION OR COMMENTS RELATED TO THE FINAL PLAT:
(Please use additional sheet if necessary)

Applicant's Signature(s):



Jeff Stoll
Agent for applicant

Date:

9/13/24

Applicant

Prominence Global, LLC
5282 S 239th Street
Elkhorn, NE 68022

Jeff Moore jeff@prominencegloballc.com
Chris Banyay chris@prominencegloballc.com

Property Owner

Elkhorn Athletic Association
1402 N 203rd Street
Omaha, NE 68022

Agent (Engineer)

E & A Consulting Group, Inc.
10909 Mill Valley Road, Suite 100
Omaha, NE 68154
Phone: 402.895.4700

Kyle Vohl kvohl@eacg.com
Jeff Stoll jstoll@eacg.com

Agent (Attorney)

Fullenkamp Jobeun Johnson & Beller
11440 W Center Road, Suite C
Omaha, NE 68144
Phone: 402.334.0700

Brent Beller bbeller@fjblaw.com

LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF THE NE1/4 OF THE NE1/4, AND ALSO PART OF THE SE1/4 OF THE NE1/4, AND ALSO PART OF THE SW1/4 OF THE NE1/4, AND ALSO PART OF THE NW1/4 OF THE NE1/4, AND ALSO PART OF THE NW1/4 OF THE SE1/4, AND ALSO PART OF THE NE1/4 OF THE NW1/4, AND ALSO PART OF THE SE1/4 OF THE NW1/4, AND ALSO PART OF THE NW1/4 OF THE NW1/4, ALL IN SECTION 32, TOWNSHIP 16 NORTH, RANGE 10 EAST THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 32, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 2, LOVES VALLEY, A SUBDIVISION LOCATED IN SAID SECTION 32, BEING A FOUND 5/8" REBAR; THENCE N89°59'47"W (BASIS OF BEARING: DOUGLAS COUNTY LOW DISTORTION PROJECTION) ALONG THE SOUTH LINE OF SAID NW1/4 OF SECTION 32, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 2, LOVES VALLEY, AND ALSO THE NORTH LINE OF LOT 1, SAID LOVES VALLEY, A DISTANCE OF 294.56 FEET; THENCE N00°09'31"E, A DISTANCE OF 451.74 FEET; THENCE N10°38'27"E, A DISTANCE OF 80.01 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 165.00 FEET, A DISTANCE OF 132.49 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N55°47'42"W, A DISTANCE OF 128.96 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 91.00 FEET, A DISTANCE OF 93.50 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N62°13'32"W, A DISTANCE OF 89.44 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 150.00 FEET, A DISTANCE OF 124.04 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N67°58'12"W, A DISTANCE OF 120.53 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 560.00 FEET, A DISTANCE OF 75.47 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N40°25'11"W, A DISTANCE OF 75.41 FEET; THENCE N36°33'32"W, A DISTANCE OF 222.08 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 840.00 FEET, A DISTANCE OF 309.95 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N47°07'47"W, A DISTANCE OF 308.19 FEET; THENCE N57°42'01"W, A DISTANCE OF 74.68 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 88.00 FEET, A DISTANCE OF 52.93 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N40°28'15"W, A DISTANCE OF 52.13 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 91.00 FEET, A DISTANCE OF 144.83 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N68°50'13"W, A DISTANCE OF 130.02 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 88.00 FEET, A DISTANCE OF 31.74 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S75°53'56"W, A DISTANCE OF 31.56 FEET; THENCE N00°00'49"W, A DISTANCE OF 336.88 FEET; THENCE S89°59'11"W, A DISTANCE OF 860.01 FEET; THENCE N00°00'43"W, A DISTANCE OF 588.26 FEET; THENCE S89°59'17"W, A DISTANCE OF 226.66 FEET TO THE EAST LINE OF THE REAL ESTATE CONVEYED IN INSTRUMENT NO. 2007138622; THENCE N00°00'20"W ALONG SAID EAST LINE, A DISTANCE OF 466.75 FEET TO THE NORTH LINE OF SAID NW1/4 OF SECTION 32, FOUND CHISELED "X" IN ROADWAY SURFACE; THENCE N89°59'12"E ALONG SAID NORTH LINE OF THE NW1/4, A DISTANCE OF 2322.38 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 32, FOUND BRASS CAP IN ROADWAY SURFACE; THENCE S00°04'36"W ALONG THE EASTERLY LINE OF SAID NW1/4 OF SECTION 32, A DISTANCE OF 331.47 FEET TO THE NORTHWEST CORNER OF REAL ESTATE CONVEYED IN INSTRUMENT NO. 2022037965, FOUND 5/8" REBAR WITH CAP STAMPED LS-692; THENCE N89°59'25"E ALONG THE NORTH LINE OF SAID REAL ESTATE CONVEYED IN INSTRUMENT NO. 2022037965, A DISTANCE OF 408.74 FEET; THENCE S00°00'26"E, A DISTANCE OF 1320.71 FEET; THENCE S44°55'27"E, A DISTANCE OF 99.14 FEET; THENCE S89°50'29"E, A DISTANCE OF 200.24 FEET; THENCE N42°20'29"E, A DISTANCE OF 94.23 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 510.00 FEET, A DISTANCE OF 18.74 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N46°36'22"W, A DISTANCE OF 18.74 FEET; THENCE N44°26'47"E, A DISTANCE OF 196.03 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 300.00 FEET, A DISTANCE 178.00 FEET,

SAID CURVE HAVING A LONG CHORD WHICH BEARS N27°17'11"W, A DISTANCE OF 175.40 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 567.76 FEET, A DISTANCE OF 243.82 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N02°00'49"E, A DISTANCE OF 241.95 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 200.00 FEET, A DISTANCE OF 166.03 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N09°27'55"W, A DISTANCE OF 161.30 FEET; THENCE N33°14'48"W, A DISTANCE OF 85.19 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 169.17 FEET, A DISTANCE OF 244.48 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N09°35'28"E, A DISTANCE OF 223.75 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 560.58 FEET, A DISTANCE OF 482.63 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N75°39'22"E, A DISTANCE OF 467.86 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 695.75 FEET, A DISTANCE OF 179.74 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S87°04'52"E, A DISTANCE OF 179.24 FEET; THENCE N85°31'05"E, A DISTANCE OF 289.11 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 165.00 FEET, A DISTANCE OF 273.77 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S46°56'56"E, A DISTANCE OF 243.43 FEET; THENCE S00°35'04"W, A DISTANCE OF 209.51 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 400.00 FEET, A DISTANCE OF 103.68 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S08°00'36"W, A DISTANCE OF 103.39 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 1091.31 FEET, A DISTANCE OF 137.63 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S11°49'21"W, A DISTANCE OF 137.54 FEET; THENCE S08°12'34"W, A DISTANCE OF 240.15 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 200.00 FEET, A DISTANCE OF 81.71 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S19°54'48"W, A DISTANCE OF 81.14 FEET; THENCE S48°13'03"E, A DISTANCE OF 133.26 FEET; THENCE S53°05'44"E, A DISTANCE OF 60.01 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 631.70 FEET, A DISTANCE OF 22.71 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S36°53'48"W, A DISTANCE OF 22.71 FEET; THENCE S04°52'23"E, A DISTANCE OF 18.17 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 470.00 FEET, A DISTANCE OF 29.84 FEET SAID CURVE HAVING A LONG CHORD WHICH BEARS S50°17'47"E, A DISTANCE OF 29.84 FEET; THENCE S52°06'55"E, A DISTANCE OF 347.63 FEET; THENCE N82°53'05"E, A DISTANCE OF 17.68 FEET; THENCE S52°06'55"E, A DISTANCE OF 60.00 FEET; THENCE S07°06'55"E, A DISTANCE OF 17.68 FEET; THENCE S52°06'55"E, A DISTANCE OF 104.07 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE MEGIS STREET; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF MEGIS STREET ON THE FOLLOWING FIVE (5) DESCRIBED COURSES; (1) SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 1253.27 FEET, A DISTANCE OF 933.37 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S57°50'55"W, A DISTANCE OF 911.95 FEET TO A FOUND 5/8" REBAR WITH CAP STAMPED LS-692; (2) THENCE S79°25'17"W, A DISTANCE OF 772.07 FEET TO A FOUND 5/8" REBAR WITH CAP STAMPED LS-692; (3) THENCE S77°32'51"W, A DISTANCE OF 280.72 FEET TO A FOUND 5/8" REBAR WITH CAP STAMPED LS-692; (4) THENCE S72°35'09"W, A DISTANCE OF 162.53 FEET TO A FOUND 5/8" REBAR WITH CAP STAMPED LS-692; (5) THENCE S66°49'20"W, A DISTANCE OF 408.03 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, LOVES VALLEY, SAID POINT ALSO BEING ON THE WEST LINE OF SAID NW1/4 OF THE SE1/4, SECTION 32, FOUND 5/8" REBAR WITH CAP STAMPED LS-864; THENCE N00°04'22"E ALONG SAID WEST LINE OF THE NW1/4 OF THE SE1/4, SECTION 32, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 2, LOVES VALLEY, A DISTANCE OF 209.33 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 7,023,730 SQUARE FEET OR 161.243 ACRES, MORE OR LESS.

CATALINA

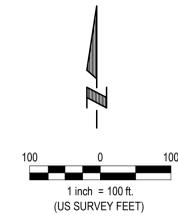
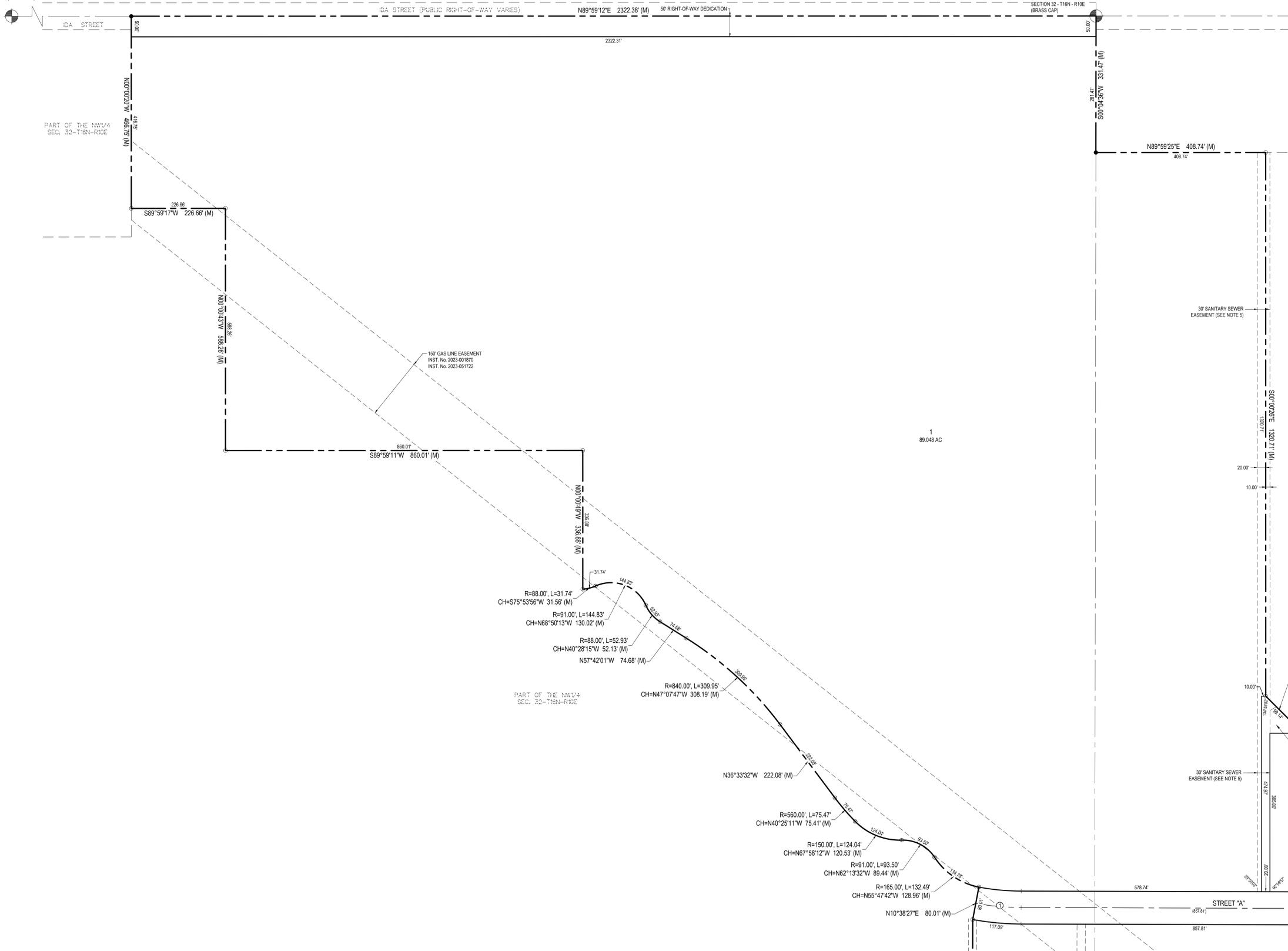
LOTS 1 THRU 72 & OUTLOTS "A" THRU "D" INCLUSIVE

A TRACT OF LAND BEING PART OF THE NE1/4 OF THE NE1/4, AND ALSO PART OF THE SE1/4 OF THE NE1/4, AND ALSO PART OF THE SW1/4 OF THE NE1/4, AND ALSO PART OF THE NW1/4 OF THE NE1/4, AND ALSO PART OF THE SE1/4 OF THE NW1/4, AND ALSO PART OF THE NW1/4 OF THE NW1/4, ALL IN SECTION 32, TOWNSHIP 16 NORTH, RANGE 10 EAST THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA,

SECTION CORNER TIES
 NE 44.65' TO PK NAIL W/ WASHER IN POWER POLE
 SE 86.52' TO INSIDE CORNER 'DIETZEL' SIGN
 SE 83.21' TO INSIDE CORNER 'DIETZEL' SIGN
 SW 38.33' TO PK NAIL W/ WASHER IN POWER POLE
 NW 44.65' TO PK NAIL W/ WASHER IN POWER POLE
 NORTHWEST CORNER
 SECTION 32 - T16N - R10E
 (BRASS CAP)

PART OF THE SW1/4
 SEC. 29 - T16N - R10E

SECTION CORNER TIES
 N 33.33' TO PK NAIL W/ WASHER IN FENCE POST
 NE 16.53' TO 1" OPEN TOP PIPE DO, CO. CAP
 SE 21.92' TO 1" OPEN TOP PIPE DO, CO. CAP
 SW 46.60' TO PK NAIL IN CONC. 6" NORTH OF EDGE OF ROAD
 NE 16.98' TO 1" OPEN TOP PIPE DO, CO. CAP
 NORTH QUARTER CORNER
 SECTION 32 - T16N - R10E
 (BRASS CAP)



LEGEND

—	DOUGLAS COUNTY LOW DISTORTION PROJECTION
---	BOUNDARY LINE
- - - -	RIGHT OF WAY LINE
---	LOT LINE
---	SECTION LINE
---	ADJACENT PROPERTY LINE

CENTERLINE CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	DELTA
1	600.00'	557.97'	301.00'	53°16'57"
2	300.00'	415.02'	248.46'	79°15'46"
3	480.00'	291.50'	150.40'	34°47'41"
4	601.70'	669.84'	374.41'	63°47'05"
5	100.00'	72.91'	38.16'	41°46'35"
6	885.00'	326.30'	165.02'	21°07'29"
7	100.00'	154.69'	97.63'	88°37'42"
8	1080.48'	565.30'	289.28'	29°58'36"
9	500.00'	53.75'	26.90'	6°09'32"
10	500.00'	34.01'	17.01'	3°53'52"

LOT CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	DELTA
11	300.00'	364.01'	208.20'	69°31'17"
12	439.70'	493.63'	276.48'	64°19'23"
13	745.00'	542.60'	283.96'	41°43'46"

C-3 ZONING SETBACK TABLE (LOT 1)

FRONT YARD	25' (3)
SIDE YARD	(1)
REAR YARD	(2)

REVIEW OF DOUGLAS COUNTY ENGINEER
 THIS PLAT OF CATALINA (LOTS NUMBERED AS SHOWN) WAS REVIEWED BY THE OFFICE OF THE DOUGLAS COUNTY ENGINEER.

DOUGLAS COUNTY ENGINEER _____ DATE _____

E & A CONSULTING GROUP, INC.
 Engineering • Planning • Environmental & Field Services

10099 Mill Valley Road, Suite 100 • Omaha, NE 68154
 Phone: 402.265.4700 • Fax: 402.265.3599
 www.eaag.com
 State of NE Certificate of Authorization #C-00026

CATALINA
 LOTS 1 THRU 72 AND OUTLOTS "A" THRU "D" INCLUSIVE
 VALLEY, NEBRASKA

FINAL PLAT

Revisions	Description

Date	Description
09/13/2024	

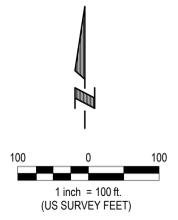
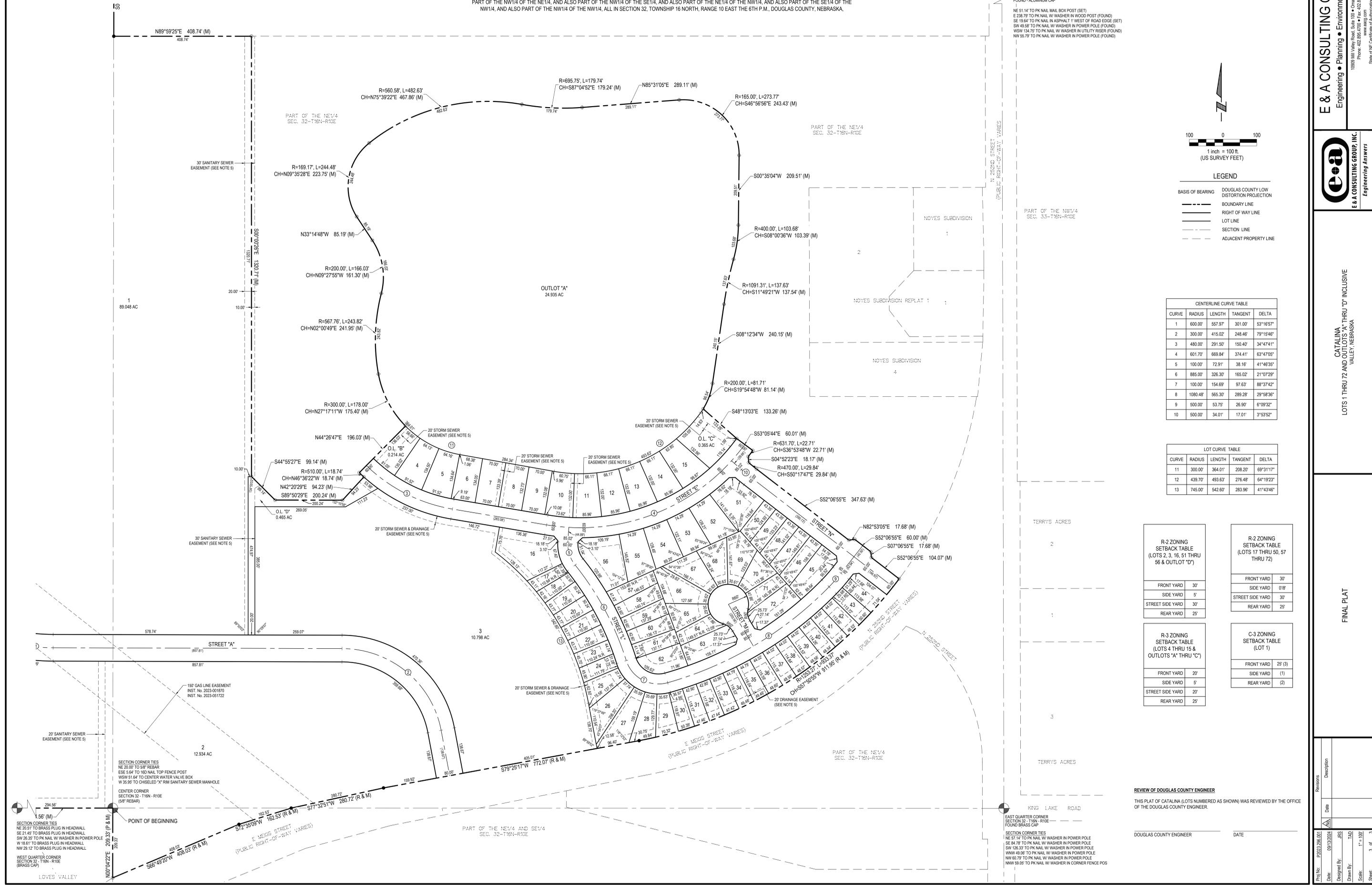
Proj No: P202426301
 Date: 09/13/2024
 Designed By: JRS
 Drawn By: JAD
 Scale: 1" = 100'
 Sheet: 2 of 3

9/13/2024 2:19 PM K:\Projects\2024\26301\Planning & Planning\Final\Final\PLAT\FINAL\DOT\FPH\000.dwg
 Timothy Dyck

CATALINA

LOTS 1 THRU 72 & OUTLOTS "A" THRU "D" INCLUSIVE

A TRACT OF LAND BEING PART OF THE NE1/4 OF THE NE1/4, AND ALSO PART OF THE SE1/4 OF THE NE1/4, AND ALSO PART OF THE SW1/4 OF THE NE1/4, AND ALSO PART OF THE NW1/4 OF THE NE1/4, AND ALSO PART OF THE NW1/4 OF THE SE1/4, AND ALSO PART OF THE NE1/4 OF THE NW1/4, AND ALSO PART OF THE SE1/4 OF THE NW1/4, AND ALSO PART OF THE NW1/4 OF THE NW1/4, ALL IN SECTION 32, TOWNSHIP 16 NORTH, RANGE 10 EAST THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.



LEGEND

—	BOUNDARY LINE
- - -	RIGHT OF WAY LINE
---	LOT LINE
---	SECTION LINE
---	ADJACENT PROPERTY LINE

CENTERLINE CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	DELTA
1	600.00	557.97	301.00	53°16'57"
2	300.00	415.02	248.46	79°15'46"
3	480.00	291.50	150.40	34°47'41"
4	601.70	668.84	374.41	63°47'05"
5	100.00	72.91	38.16	41°46'35"
6	885.00	326.30	165.02	21°07'29"
7	100.00	154.69	97.63	88°37'42"
8	1080.48	565.30	289.28	29°58'36"
9	500.00	53.75	26.90	6°09'32"
10	500.00	34.01	17.01	3°53'52"

LOT CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	DELTA
11	300.00	364.01	208.20	69°31'11"
12	439.70	493.63	276.48	64°19'23"
13	745.00	642.60	283.96	41°43'46"

R-2 ZONING SETBACK TABLE (LOTS 2, 3, 16, 51 THRU 56 & OUTLOT "D")

FRONT YARD	30'
SIDE YARD	5'
STREET SIDE YARD	30'
REAR YARD	25'

R-2 ZONING SETBACK TABLE (LOTS 17 THRU 50, 57 THRU 72)

FRONT YARD	30'
SIDE YARD	0/8'
STREET SIDE YARD	30'
REAR YARD	25'

R-3 ZONING SETBACK TABLE (LOTS 4 THRU 15 & OUTLOTS "A" THRU "C")

FRONT YARD	20'
SIDE YARD	5'
STREET SIDE YARD	20'
REAR YARD	25'

C-3 ZONING SETBACK TABLE (LOT 1)

FRONT YARD	25' (3)
SIDE YARD	(1)
REAR YARD	(2)

REVIEW OF DOUGLAS COUNTY ENGINEER
 THIS PLAN OF CATALINA (LOTS NUMBERED AS SHOWN) WAS REVIEWED BY THE OFFICE OF THE DOUGLAS COUNTY ENGINEER.
 DOUGLAS COUNTY ENGINEER _____ DATE _____

E & A CONSULTING GROUP, INC.
 Engineering • Planning • Environmental & Field Services
 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154
 Phone: 402.265.1700 • Fax: 402.265.3599
 www.eagroup.com
 State of NE Certificate of Authorization #C-00028

E & A CONSULTING GROUP, INC.
 Engineering Answers

CATALINA
 LOTS 1 THRU 72 AND OUTLOTS "A" THRU "D" INCLUSIVE
 VALLEY, NEBRASKA

FINAL PLAN

Revisions	Description	Date
1	DESIGN	09/13/2024

Proj No: P2024-261-001
 Date: 09/13/2024
 Designed By: JRS
 Drawn By: JAD
 Scale: 1" = 100'
 Sheet: 3 of 3
 Timothy Dyck

ORDINANCE NO. 824

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:

Lot 1, Catalina, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska shall be re-zoned to C-3 Highway Commercial.

Lots 4-15, inclusive, Outlots A – C, inclusive, Catalina, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska shall be re-zoned to R-3 Lakefront Residential.

Lots 2 and 3, Lots 16-72, inclusive, and Oulot D, Catalina, 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:

Lot 1, Catalina, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska shall be re-zoned to C-3 Highway Commercial.

Lots 4-15, inclusive, Outlots A – C, inclusive, Catalina, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska shall be re-zoned to R-3 Lakefront Residential.

Lots 2 and 3, Lots 16-72, inclusive, and Oulot D, Catalina, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska shall be re-zoned to R-2 Medium-High Density Residential District.

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 12th day of November, 2024.

CITY OF VALLEY,
DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

ATTEST:

Christie Donnermeyer, City Clerk

**CATALINA
SUBDIVISION AGREEMENT**

THIS AGREEMENT made this _____ day of November, 2024, by and between **PROMINENCE GLOBAL, LLC** a Nebraska Limited Liability company (hereinafter referred to as “DEVELOPER”), **SANITARY AND IMPROVEMENT DISTRICT NO. 637 OF DOUGLAS COUNTY, NEBRASKA** (hereinafter referred to as “DISTRICT”), **CATALINA HOMEOWNERS ASSOCIATION, INC.**, a Nebraska non-profit corporation (hereinafter referred to as “ASSOCIATION”) and the **CITY OF VALLEY**, a municipal corporation (hereinafter referred to as “CITY”).

RECITALS:

DEVELOPER is the owner of the parcel of land legally described in Exhibit A, attached hereto, which area to be developed is within CITY’s zoning and platting jurisdiction; and

DEVELOPER has requested CITY to approve a specific final platting of the area to be developed, known as Catalina, as depicted in the Final Plat exhibit attached as Exhibit B (the “Development Area”) to allow the Development Area to be subdivided to create lots of record for residential use; and

DEVELOPER proposes to plat Lots 1 – 72 and Outlots “A” through “D” inclusive, as lots of record for residential development; and

DEVELOPER has formed or will form ASSOCIATION and ASSOCIATION shall have the power to levy assessments and perfect and enforce liens; and

DEVELOPER has formed or will form DISTRICT and DISTRICT shall have all statutory powers granted to Sanitary and Improvement Districts, and

DEVELOPER, DISTRICT, and CITY wish to agree upon the manner and the extent to which public funds may be expended in connection with the Public Improvements serving the Development Area and the extent to which the contemplated Public Improvements shall specifically benefit property in the Development Area and adjacent thereto and to what extent the Cost of the same shall be allocated and specially assessed.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

**Section 1
Definitions**

- A. For this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:
- (1) “Cost(s)” or “Entire Cost”, being used interchangeably, of each Private Improvement or Public Improvement shall mean all construction costs, acquisition of off-site public easements, engineering fees, design fees, attorneys’ fees,

inspection fees, testing expenses, publication costs, municipal advisory fees, underwriting fees, financing costs (which shall include interest), and all other related or miscellaneous costs or expenses incurred by DISTRICT or DEVELOPER in connection with any Private Improvements or Public Improvements as attached as Exhibit F.

- (2) **“Dedicated Street(s)”** shall mean those areas, including curbing, turn lanes, and all corresponding concrete paving to be constructed, modified, or improved within: (1) that portion of the Development Area designated as Dedicated Street right-of-way (or similar terminology) on Exhibit B, and (3) any other areas to be dedicated as right-of-way pursuant to any future replat(s) of the Development Area.
- (3) **“Development Area”** shall mean the real property situated within the area identified or depicted as such in Exhibit B, including all Dedicated Streets.
- (4) **“Final Plat”** shall mean the final plan of the plat, subdivision, or dedication of land, attached as Exhibit B.
- (5) **“Frontage”** shall mean the entire length of the Development Area or individual lot property line, as referenced herein, that abuts a particular public street, road, or intersection.
- (6) **“Party”**, when capitalized, shall mean CITY, DEVELOPER, or DISTRICT, individually, and **“Parties”**, when capitalized, shall mean CITY, DEVELOPER, and DISTRICT, collectively.
- (7) **“Private Improvement(s)”** shall mean those improvements or betterments required by, or otherwise undertaken by, DEVELOPER pursuant to this Agreement on, to, or otherwise benefiting the Development Area that shall be privately financed by DEVELOPER because they are not eligible for financing using the credit or funds of DISTRICT.
- (8) **“Property Specially Benefited”** shall mean property benefited by a particular Public Improvement and situated either: (1) within the platted area in which the Public Improvement is situated or (2) outside such platted area in which such Public Improvement is situated but within the corporate limits of DISTRICT and within 300 feet of said platted area.
- (9) **“Public Improvements”** shall mean those acquisitions, improvements, betterments, contributions, reimbursements, or associated fees contemplated by this Agreement that are eligible for financing using the credit or funds of DISTRICT as defined in Section 2 of this Agreement.
- (10) **“Street Intersection(s)”** shall mean the area of the public streets between the returns of the various legs of the intersection, but in no case shall said area extend in any direction beyond a straight line drawn perpendicular from the centerline of the street to the adjacent lot corner.

Section 2
Public Improvements and Related Terms

A. Public Improvements. The following Public Improvements and associated fees shall be required for the development of the Development Area:

- (1) Civil Defense and Storm Warning System. A civil defense and storm warning system, if necessary, and as specified on Exhibit F.
- (2) Electrical Power Service. The Electrical Power Service to be constructed and installed by the Omaha Public Power District (hereinafter referred to as “OPPD”) within the boundaries of any Dedicated Street right-of-way or OPPD easements within the Development Area. The Electrical Power Service shall include all electrical utility lines and other devices, other than the Lighting System, so constructed and installed for the benefit of the Development Area.
- (3) Gas Distribution System. The “Gas Distribution System” to be constructed and installed by Black Hills Energy within any Dedicated Street right-of-way within the Development Area or other areas specifically approved by CITY.
- (4) Lighting System. The “Lighting System” for any Dedicated Streets to be constructed and installed by OPPD within the boundaries of any Dedicated Street right-of-way within the Development Area, including any decorative, ornamental, or other lighting not conforming to CITY standards but which has been specifically approved by CITY.
- (5) Internal Water System and Appurtenances. The internal water system, consisting of all water mains and appurtenances constructed within Dedicated Street right-of-ways or easements, as shown in the Water Main Exhibit attached as Exhibit C, pursuant to water main plans heretofore prepared by CITY’s engineer, consulting engineers and land surveyors.
- (6) Sanitary Sewer Lines and Appurtenances. All sanitary sewer lines and appurtenances constructed within Dedicated Street right-of-ways or easements, as shown in the Sanitary Sewer Exhibit attached as Exhibit D, pursuant to sanitary sewer plans heretofore prepared by CITY’s engineer, consulting engineers, and land surveyors.
- (7) Paving and Appurtenances. All streets, intersections and appurtenances constructed within Dedicated Street right-of-ways, as shown in the Paving Exhibit attached as Exhibit E, pursuant to Paving plans heretofore prepared by DISTRICT’s engineer, consulting engineers, and land surveyors, including those areas outside the DISTRICT on where Street “A” and Steet “N” intersect with Meigs Street, which may include traffic signals, turn lanes , and other facilities

and appurtenances, as may depicted on Exhibit “E”, or may be required in the future.

- (8) Extension of Street “A”. At such time as EAA completes the construction of the parking lot shown on Exhibit “ ”, immediately north of Lot 2, Catalina, DISTRICT shall extend Street “A” so that it connects to the westbound private drive connecting Street “A” to such parking lot. DEVELOPER shall cause EAA to construct the private drive into such parking lot from Street “A”. In the event EAA does not construct such private drive then DEVELOPER shall do so.

Section 3 Standards, Authority, and Documentation

- A. Standards for Public Improvements. DEVELOPER, DISTRICT, and their respective successors and assigns, as applicable, shall cause all Private Improvements and Public Improvements to be acquired, constructed, and installed, contributed, and reimbursed, as applicable, in accordance with the terms and conditions of this Agreement.
- B. Adherence and Construction Contracts. DISTRICT and DEVELOPER shall abide by, and incorporate into all of their construction contracts for Public Improvements, as applicable, the provisions required by the regulations of CITY, as applicable, pertaining to construction of the Private Improvements and Public Improvements in developments/subdivisions and testing procedures. Said contracts shall also provide that the contractor(s) or subcontractor(s) constructing or installing the Private Improvements and Public Improvements shall have no recourse against CITY for any Costs, claims, or matters arising out of, or related to in any way whatsoever, said construction or installation including, without limitation, the Cost for the Private Improvements and Public Improvements, construction oversight of the Private Improvements and Public Improvements, or the design or preparation of plans and specifications for the Private Improvements and Public Improvements.
- C. Before Commencing Work on Public Improvements. Before commencing any work in connection with any individual Public Improvement, DEVELOPER or DISTRICT, as applicable, shall first:
- (1) Make payment for all applicable fees due to CITY, as applicable, in relation to the construction and installation of each individual Public Improvement;
 - (2) Ensure that the specifications and technical terms of any agreement(s) or plan(s) for, or relating to, the construction or installation of said individual Public Improvement prior to DEVELOPER’s or DISTRICT’s execution of any such agreement(s) or plan(s), as applicable have been approved in writing by CITY. Upon request by CITY, DEVELOPER or DISTRICT shall deliver to the Valley City Clerk and City Engineer duly executed copies of any agreement(s) or plan(s) for work required for, or otherwise entered into in connection with, said individual Public Improvement. Such

agreement(s) or plan(s) shall include, but not be limited to, any required bonds, insurance certifications, and all plans for said individual Public Improvement.

- (3) Obtain and file of record any permanent easements for said individual Public Improvement, as applicable, if not located on or in dedicated public right-of-way.
- (4) Obtain final approval of the plans and specifications from CITY prior to commencement of the construction and installation of said Public Improvement.
- (5) The Entire Cost of all Public Improvements to be constructed within the Development Area shall be borne by, and be at the sole expense of, DEVELOPER or DISTRICT. The credit of CITY shall not be used for engineering, procurement, contributions or reimbursements towards, or construction of any betterments, Private Improvements, Public Improvements, or any other Costs related to the installation and construction of the Private Improvements or Public Improvements within the Development Area, provided that this provision shall not preclude DISTRICT reimbursing CITY for the costs referenced in Sections 4.E.1. and 4F.1.

Section 4 Use of DISTRICT Credit or Funds

- A. Use of DISTRICT Credit or Funds. The credit or funds of DISTRICT shall not be used for the construction of any improvements or facilities within the Development Area except those Public Improvements specified in this Agreement, without further CITY approval, provided, however, the DISTRICT may, in DISTRICT's discretion, and upon emergency, undertake such public improvements without first obtaining the consent of CITY.
- B. The Cost of the Public Improvements. The Cost of the Public Improvements constructed by DISTRICT within the Development Area shall be defrayed as agreed herein and as identified in the Source and Use of Funds attached as Exhibit F. In no case shall the actual total general obligation costs of DISTRICT exceed the amount shown as the approved total general obligation amount on Page 1 of Exhibit F (the "Required Amount") at the time of levy of special assessments. Special assessments shall be increased if necessary, to reduce the actual total general obligation costs to the Required Amount.
- C. No Reallocation. In the event any funds allocated for Public Improvements, pursuant to Exhibit F, do not get expended by DISTRICT due to private financing by DEVELOPER, DISTRICT shall not reallocate such unexpended funds to any other Public Improvement or other expense without prior approval from CITY.
- D. Construction Overruns or Change Orders. Construction overruns, change orders, or both totaling ten percent (10%) or more of any individual contract, as described in Exhibit F, shall be submitted to CITY for approval prior to the work being started, such approval not to be unreasonably withheld, conditioned or delayed. If the work is approved by both the Mayor and the CITY Engineer, the Entire Cost of the work may

be added to the relevant construction contract and shall require an executed modification to this Agreement prior to the work being started on such construction overruns and/or change orders. If the work is not approved by the Mayor and the CITY Engineer, the Cost of the work shall be included in the statements of cost and specially assessed evenly against DISTRICT's assessable property or the cost of the work shall be privately financed. The Mayor and CITY Engineer shall review such requests within ten (10) days of submittal. After such time, an absence of a response by the Mayor and/or CITY Engineer shall be deemed an approval.

- E. Internal Water System. Pursuant to the CITY's Water Main Extension and Pioneering Policy the internal water system serving the Development Area shall be designed, bid, constructed, observed, and approved by CITY.
1. The DISTRICT shall pay the determined costs of the internal water system addition according to the following:
 - a. Within ninety days of the execution of this Subdivision Agreement – An amount equal to the estimated cost of surveying, geotechnical investigation, and engineering design related to the internal water system.
 - b. At Completion of the Bidding Stage – An additional amount equal to the sum of the cost of bidding, the estimated cost of construction, the estimated cost of engineering administration and construction observation, the costs of easements and legal services, and any cost adjustment to reflect the actual cost of those services outlined in Section 4(E)(1) above.
 - c. At Completion of the Project –Final Cost Adjustment based on the actual final costs of the project, including all construction change orders and any adjustment to reflect the actual cost of those services outlined in Section 4(E)(1)(a) above and any soft costs related thereto. No interest shall be paid on any adjustment amount, regardless of whether it is an additional payment by DISTRICT, or a refund by the CITY.
 2. DISTRICT may, with the consent of CITY, (i) make any of the payments set forth in Section 4(E)(1) above directly to the Contractor or other provider of services, and (ii) make any of such payments incrementally during the construction of the project upon the recommendation of the District's engineers.

Section 5
Apportionment of Costs and Related Terms

A. Apportionment of Costs and Additional Terms.

- (1) Civil Defense Siren and Storm Warning System. If civil defense and storm warning coverage for the entire Development Area is not already available, such sirens shall be installed prior to the issuance of any occupancy permit for any structure built in the Development Area. The number, type, and specifications of said defense sirens shall be determined by the CITY Engineer. One hundred percent (100%) of the Cost for said civil defense sirens shall be borne by general obligation of DISTRICT or privately financed by DEVELOPER.
- (2) Electrical Power Service. One hundred percent (100%) of the contract charges for Electrical Power Service authorized to be paid by DISTRICT to the OPPD by this Agreement, including both the basic charges and refundable charges, together with soft costs and all other charges as fall within the definition of Entire Cost, including all penalties and default charges that are allocable to such contract charges, shall be specially assessed against the Property Specially Benefited within the Development Area. One hundred percent (100%) of the Cost differential for underground installation in lieu of above ground installation shall be specially assessed against the Property Specially Benefited within the Development Area or privately financed by DEVELOPER.
- (3) Gas Distribution System. One hundred percent (100%) of the contract charges for the Gas Distribution System authorized to be paid by DISTRICT to any public gas utility by this Agreement, including both the basic charges and refundable charges, together with soft costs and all other charges as fall within the definition of Entire Cost, including all penalties and default charges that are allocable to such contract charges, shall be specially assessed against Property Specially Benefited within the Development Area. One hundred percent (100%) of the Cost differential for underground installation in lieu of above ground installation shall be specially assessed against the Property Specially Benefited within the Development Area or privately financed by DEVELOPER.
- (4) Lighting System. One hundred percent (100%) of the contract charges to be paid to OPPD for the Lighting System to be constructed and installed within the boundaries of any Dedicated Street, including any decorative, ornamental, or other lighting not conforming to CITY standards but which has been specifically approved by CITY, shall be borne by general obligation of DISTRICT or privately financed by DEVELOPER.
- (5) Sanitary Sewer Lines and Appurtenances. One hundred percent (100%) of the Entire Cost and DISTRICT soft costs of all sanitary sewer lines and appurtenances located within the Development Area shall be paid by special assessment against the Property Specially Benefited.

- (6) Water Mains and Appurtenances. One hundred percent (100%) of the Entire Cost and DISTRICT soft costs of all water mains and appurtenances located within the Development Area shall be paid by special assessment against the Property Specially Benefited.
- (7) Paving and Appurtenances. One hundred percent (100%) of the Entire Cost and DISTRICT soft costs of all street construction, paving and appurtenances located within the Development Area shall be paid by special assessment against the Property Specially Benefited, except for street intersections which may be a general obligation of the DISTRICT.
- (8) Paving and Appurtenances Outside the DISTRICT. The cost of the paving and other facilities and appurtenances outside of the DISTRICT at the intersections of Street "N", Street "A" and Meigs Street, as depicted on Exhibit "E", may be a general obligation of the DISTRICT, or paid privately by DEVELOPER, and will be subject to a Cost-Sharing Agreement between SID and Developer.
- (9) Extension of Street "A". The cost of the extension of Street "A" may be a general obligation of the DISTRICT or paid privately by DEVELOPER, and will be subject to a Cost-Sharing Agreement between SID and Developer.

Section 6

Private Improvements

- A. DEVELOPER shall contract and pay the entire cost 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. **Grading**. DEVELOPER shall complete all required grading, as shown on the Private Grading Plan, which plan shall be approved by the CITY Engineer and the DEVELOPER.
 2. **Dredging**. DEVELOPER shall complete all dredging REQUIRED TO create the 24.935 acre "Lake" as shown on the Private Grading Plan, which plan shall be approved by the CITY Engineer and the DEVELOPER.

Section 7

Covenants, Representations, and Acknowledgments by CITY

- A. Covenants by CITY. CITY covenants and agrees that:
 - (1) CITY and its departments shall reasonably cooperate with DEVELOPER, its agents, and contractors for the timely and orderly installation of the Public

Improvements following the execution of this Agreement and submittal of required documents and shall not unreasonably withhold any requested consent as provided for herein.

(2) DISTRICT may connect its sanitary sewer system to the sanitary sewer system of CITY pursuant to the terms and conditions of a Sewer Connection Agreement between CITY and DISTRICT.

(3) DISTRICT may connect its water system to the water system of CITY pursuant to the terms and conditions of this Agreement.

B. Representations and Acknowledgements by CITY. CITY and DISTRICT represent and acknowledge that:

(1) Neither CITY nor any of its elected officials, officers, agents, or employees:

- i. Owes any duty to DEVELOPER, DISTRICT, or any other person or entity because of any action CITY, DEVELOPER, or DISTRICT has undertaken, or in the future will undertake, in furtherance of this Agreement, including any CITY inspection or CITY approval of any matter related to the same; and
- ii. Shall be liable to any person as a result of any act undertaken by CITY, DEVELOPER, or DISTRICT to date, or at any time in the future, in furtherance of this Agreement, and, to the maximum extent permitted by law, DEVELOPER and DISTRICT hereby waive for themselves, their employees, agents, and assigns any such right, remedy, or recourse they may have against any of them.

C. Maintenance of Water Mains. After completion of construction of the water mains within the DISTRICT, and acceptance of such construction by the DISTRICT and the CITY Engineer, CITY will perform all maintenance and repairs on such water mains at CITY's cost.

Section 8

Covenants, Representations, and Acknowledgments by DISTRICT

A. Covenants by DISTRICT. DISTRICT covenants and agrees that:

(1) CITY Approval. DISTRICT shall not solicit bids for Public Improvements costing more than Twenty Thousand Dollars (\$20,000.00) until after the plans therefor have been approved by the CITY Engineer, and no construction shall begin, and no contract let until such time as CITY approves any such bids.

(2) Invoices. DISTRICT shall attach copies of all paid invoices to the minutes of the Board of Trustees meetings where payment of such invoices is authorized.

- (3) Prohibitions on Contracts and Payments. DISTRICT shall not contract or pay for any work that is performed by DEVELOPER, or is performed by any company whose principals are related to DISTRICT's Trustees or DEVELOPER.
- (4) Easements. Prior to commencement of construction of the Public Improvements, DISTRICT shall obtain and file of record permanent easements for all sanitary, water, storm sewer lines, communication lines, and Post-Construction Stormwater Management requirements, including all appurtenances, as determined by the CITY Engineer.
- (5) Timing of Special Assessments. Special assessments of any DISTRICT project shall be levied upon all specially benefitted lots or parcels of ground within DISTRICT, as applicable, within six (6) months after the final acceptance of the Public Improvements that are subject to special assessment, by DISTRICT'S Board of Trustees or Administrator. All such special assessments shall be levied within eighteen (18) months after commencement of construction or as otherwise provided by Neb. Rev Stat. § 31-751.
- (6) Prior to Notice of Special Assessments. Prior to publishing notice for any hearing of DISTRICT to be held for the purpose of equalizing or levying special assessments against Property Specially Benefited by any Public Improvements constructed by DISTRICT, DISTRICT shall abide by the following terms:
- i. DISTRICT shall obtain written approval from CITY for proposed special assessment schedules. This provision shall not be construed as an obligation incumbent upon CITY to provide such approval, but rather as an obligation incumbent upon DISTRICT to obtain approval from CITY before publishing notice and equalizing or levying said special assessments.
 - ii. DISTRICT shall submit to CITY:
 - a. A schedule of the proposed special assessments;
 - b. A schedule of all general obligation costs spent by DISTRICT;
 - c. A plat of the area to be assessed;
 - d. A full and detailed statement of the Entire Cost of each type of Public Improvement, which statement or statements shall separately itemize the amounts paid to contractors and sub-contractors which total the amount of the Entire Cost. :
- (7) Annual Tax Levy. DISTRICT shall make its annual tax levy in an amount sufficient to timely pay the indebtedness and interest thereon for Public Improvements, but in no event shall said levy be less than a minimum ad valorem property tax rate of eighty-eight cents (88¢) per one hundred dollars (\$100) of taxable valuation for the tax collection years through the year that all of DISTRICT's warrants can be paid on a cash basis and converted to bonded debt.

- (8) Notice of Annual Budget Meetings. DISTRICT shall provide CITY ten (10) days' notice of its annual budget meeting along with its tax requests.
- (9) Notice and Production of Proposed Budgets. DISTRICT shall furnish to CITY copies of all proposed budgets and published notices of meetings to consider said budget and expenditures at least ten (10) days prior to the Board of Trustee's meeting to consider and adopt a proposed budget.
- (10) Notice of Bankruptcy Filings. DISTRICT warrants that it shall provide CITY with a minimum of thirty (30) days prior written notice of the filing of any petition under Chapter 9 of the United States Bankruptcy Code and DISTRICT shall also provide to CITY actual prior notice of any hearings held in the United States Bankruptcy Court pursuant to any bankruptcy filings.
- (11) CITY Approval for Refinancing. The general obligation of DISTRICT shall not be refinanced to extend the original maturity date of the applicable bonds by more than five years without DISTRICT first receiving prior approval from CITY for said refinancing. CITY's approval may be withheld in CITY's sole discretion.
- (12) ADA Curb Ramps. DISTRICT shall be responsible for providing ADA curb ramps at all Street Intersections as part of the final construction drawings.
- (13) Annual Street Maintenance. No later than June 1st of each year commencing in 2027, and each year thereafter, District will inspect the condition of the streets within the DISTRICT and submit a list of scheduled maintenance items to the City Engineer for approval. The CITY Engineer will review the scheduled maintenance items and may add items to such list. DISTRICT shall perform all maintenance items within a reasonable time period, weather permitting. The cost of all street maintenance shall be paid for by District out of its General Fund.
- (14) Snow Plowing and Mowing. DISTRICT shall be responsible for all snow removal and plowing on the streets within the DISTRICT and all mowing within the right of way of such streets.

Section 9 Other Terms and Obligations

- A. Access to Dedicated Streets. DEVELOPER acknowledges that access driveways connecting lots within the Development Area to the Dedicated Streets shall be limited as identified on the Final Plat. Further, all access driveways for lots within the Development Area shall comply with CITY regulations at the time of building permit application for each such lot.
- B. Boundary of DISTRICT. DISTRICT shall take any action necessary to ensure that the boundary of DISTRICT shall match the boundary of the final plat depicted on Exhibit B prior to the execution of this Agreement.

C. Building Permits and Certificates of Occupancy. Building permits shall not be issued for any building within Catalina until the construction and installation of all requisite Public Improvements to service Catalina is complete, excluding the Gas Distribution System and the Electrical Power Service.

D. Covenants. DEVELOPER shall establish and record with the Douglas County Register of Deeds covenants for the Development Area that: (i) address street creep/driveway binding on curved streets, (ii) provide for over-lot drainage, (iii) acknowledge the limitations on the issuance of a certificate of occupancy for any building constructed within Catalina pursuant to Section 9(C), (v) require construction of sidewalks within the Dedicated Street rights-of-way on a lot by lot basis pursuant to Section 9(H). DEVELOPER shall provide documentation that the covenants have been recorded against each and every lot within the Development Area prior to the issuance of the first building permit.

E. Easements.

(1) Recording. DEVELOPER shall be responsible for recording with the Douglas County Register of Deeds a separate instrument contemplated within this Agreement, or otherwise required by CITY.

(2) Copies to CITY. DEVELOPER shall provide copies of all easements to CITY immediately after they are recorded.

(3) Rights and Terms. All easements shall include a prescription outlining the rights and terms of each easement and all corresponding maintenance responsibilities.

(4) To CITY's Satisfaction. All easements contemplated within this Agreement, or otherwise required by CITY, shall be prepared and filed in a form satisfactory to CITY.

(5) Separate Instruments. DEVELOPER shall dedicate all easements identified in Exhibit B by separate instruments rather than relying upon the Final Plat.

F. Fees

(1) Review Fee for Improvements by DISTRICT. DISTRICT shall pay a fee equal to the actual cost to CITY to cover, legal, and other miscellaneous expenses incurred by CITY in connection with any necessary review of plans and specifications related to the construction projects performed by DISTRICT, up to a maximum of one percent (1%) of the construction cost. The Review Fee shall be allocated to special assessments and general obligation in the same proportion as the Costs of the particular construction project. CITY shall invoice DISTRICT the Review Fee at the time that each bid is approved for a respective construction project. DISTRICT shall authorize payment of each Review Fee at the next meeting following the date of the review fee invoice issued by CITY.

(2) The Capital Facilities Fee (Sewer) of \$1,300.00 per single family lot and \$1,780.00 per duplex lot, for a total fee of \$ _____, shall be paid to the CITY as

follows: one-half of the total fee, in the amount of \$ _____ shall be paid to the CITY by DISTRICT prior to the CITY signing the Final Plat for Catalina; the remaining one-half of the fee, in the amount of \$ _____, shall be paid on a per lot basis at or prior to the time a building permit is issued for a particular lot.

- (3) The Capital Facilities Fee (Water) of \$1,100.00 per single family lot and \$1,480.00 per duplex lot, for a total fee of \$ _____, shall be paid to the CITY by DISTRICT as follows: one-half of the total fee, in the amount of \$ _____, shall be paid to the CITY prior to the CITY signing the Final Plat for Catalina; the remaining one-half of the fee, in the amount of \$ _____, shall be paid to the CITY on a per lot basis at or prior to the time a building permit is issued for a particular lot.
 - (4) DEVELOPER shall pay an assessment for the City's Sewer and Water Project No. 21074 in the amount of \$ _____, to be paid to the City prior to approval of the Final Plat. This assessment is for the area within the boundaries of the Final Plat.
 - (5) Not an Exhaustive List. The Parties acknowledge that the forgoing does not constitute an exhaustive list of fees applicable to the development of the Development Area. The relevant fees listed in the Master Fee Schedule shall also apply. The timing of collection of such fees shall depend on the type of fee and the corresponding regulations.
- G. Future Reimbursement Agreement(s). Upon the creation of any Sanitary and Improvement District on an adjoining property, or the development of such property by a private developer, DISTRICT shall enter into any Reimbursement Agreement(s) with CITY, such Sanitary and Improvement District(s), private developer(s), and/or Douglas County, as applicable, to provide for the reimbursement of expenses related to Public Improvements that benefit DISTRICT; provided, however, such reimbursement may be delayed until such time that DISTRICT's municipal advisor or other fiscal advisor determines that such reimbursement is fiscally responsible. Any delay of reimbursement shall be reasonable under the totality of DISTRICT's circumstances and shall not constitute a relief of DISTRICT's reimbursement responsibility. Further, DISTRICT shall be responsible for payment of any and all accrued interest incurred as a result of the delay.
- H. Sidewalks within Dedicated Street Right-of-Way. The Parties acknowledge that the grading, construction, installation, and improvement of sidewalk(s) within the right-of-way of the Dedicated Streets shall be the responsibility of the individual lot owner(s) at the time of building permit and not the responsibility of DEVELOPER or DISTRICT. Each lot owner shall be responsible only for those portions of sidewalk(s) that abut the Dedicated Street frontage of said lot owner's lot, as applicable; provided however that nothing contained herein shall restrict the DISTRICT from installing the sidewalks, and specially assessing such lot, in the event the lot owner fails to construct such sidewalk.

- I. Lake. The Subdivider shall convey the Lake as shown on Exhibit “B”, to be a 24.935-acre recreational lake, and which will be known as Outlot “A”, to the DISTRICT for the purpose of providing lake recreation for the property owners of the Catalina Subdivision and the general public. The DISTRICT shall maintain the Lake and establish appropriate rules for the use of the lake by the property owners and residents of Flatwater Lake Subdivision, the public, and their representatives, guests and invitees. The rules and regulations shall include provisions for no swimming and no motorized watercraft. Prior to annexation of the DISTRICT into the City of Valley the DISTRICT will convey the Lake to the Association and thereafter the ASSOCIATION shall be responsible for maintaining the Lake. The ASSOCIATION’S obligation to maintain the Lake shall survive the annexation of DISTRICT by CITY and shall continue thereafter in perpetuity. The DISTRICT and/or the ASSOCIATION shall at all times maintain liability insurance coverage on the Lake in an amount no less than \$2,000,000.00 per occurrence and \$3,000,000.00 in the aggregate.

Section 10 Annexation

- A. Annexation Notice. Any time subsequent to when DISTRICT is put on written notice by CITY that CITY is conducting an investigation to determine the feasibility of annexing said DISTRICT, DISTRICT shall make no further expenditures for any purpose, except for those expenditures previously authorized by a duly approved budget or in the case of a bona fide emergency to prevent injury or damages, without first obtaining permission from CITY, which permission may only be granted by a majority vote of those members elected or appointed to City Council.
- B. Obligations upon Annexation. Upon annexation of the Development Area and merger of DISTRICT with CITY, the following shall occur:
 - (1) Within thirty (30) days of the merger of DISTRICT with CITY, DISTRICT shall submit to CITY a written accounting of all assets and liabilities, contingent or fixed, of DISTRICT; provided, however, DISTRICT shall not be required to provide such written accounting in the case of a partial annexation of the Development Area;
 - (2) Within sixty (60) days of the merger of DISTRICT with CITY, DISTRICT shall provide all books, records, paper, property, and property rights of every kind, as well as contracts, obligations and choses in action of every kind, held by or belonging to DISTRICT to CITY;
 - (3) Within ninety (90) days, DISTRICT shall require its agents, contractors, and consultants, including, but not limited to, DISTRICT Attorney, DISTRICT Engineer, and DISTRICT underwriter(s), municipal advisor(s), and other financial advisor(s) to provide all records of every kind pertaining to DISTRICT to CITY;

- (4) That should CITY annex the entire area of DISTRICT prior to DISTRICT's levy of special assessments for the Public Improvements, as authorized in Section 4, and thereby succeed to said DISTRICT's power to levy special assessments, CITY shall levy the same;
- (5) CITY shall be liable for and recognize, assume, and carry out all valid contracts and obligations of DISTRICT;
- (6) CITY shall provide inhabitants of the Development Area so annexed with substantially the services of other inhabitants of CITY as soon as practicable; and
- (7) The laws, ordinances, powers, and government of CITY shall extend over the Development Area so annexed.
- (8) No Limitation on CITY's Annexation Authority. The provisions contained herein shall not be construed as creating any limitations on CITY's annexation authority, but rather as obligations assumed by DEVELOPER or DISTRICT, as provided, that must be accomplished by the deadlines indicated herein, by law, or by other applicable regulation.

Section 11

Conditions for Final Plat Approval and Signing

- A. The Final Plat shall not be signed by the CITY until the following has occurred:
 1. Formation of ASSOCIATION.
 2. Execution of this Subdivision Agreement.
 3. Payment of all amounts to be paid to the CITY pursuant to the terms of this Subdivision Agreement.
 4. Approval by CITY of the terms and conditions of a Cost Sharing Agreement between DISTRICT and DEVELOPER relating to DEVELOPER'S obligation to reimburse DISTRICT for the cost of Public Improvements constructed by DISTRICT which are located outside of the DISTRICT, and which benefit DEVELOPER.
 5. CITY being provided with a copy of the fully executed Cost-Sharing Agreement between DEVELOPER and DISTRICT referenced in subparagraph 4., above.
 6. Approval by CITY of the terms and conditions of a Cost Sharing Agreement between DEVELOPER and Elkhorn Athletic Association Inc. ("EAA") relating to EAA'S obligation to reimburse DEVELOPER for the cost of certain Public Improvements constructed by DISTRICT which are located outside of the

DISTRICT, which benefit DEVELOPER and EAA, and for which DEVELOPER has an obligation to reimburse DISTRICT for the cost thereof.

7. CITY being provided with a copy of the fully executed Cost-Sharing Agreement between DEVELOPER and EAA referenced in subparagraph 6., above.
 8. Execution of a Sewer Connection Agreement between DISTRICT AND CITY.
 9. CITY having satisfied itself, in its sole discretion, that DISTRICT has obtained a written commitment from a reputable underwriter to purchase or place all of the warrants to be issued by the DISTRICT as payment for the improvements set forth on Exhibit "F", the Source and Use of Funds for Catalina.
 10. CITY having satisfied itself, in its sole and absolute discretion, that Lots 1-72 and Outlots "A" through "D" Catalina as designed is, or will be, in compliance with all of City's existing Zoning and Subdivision Regulations.
- B. The City Council may approve the Final Plat for Catalina subject to the satisfaction of all of the conditions set forth in this Section 11, provided however that the CITY will not sign the Final Plat until all of such conditions have been fully satisfied.
- C. DEVELOPER shall file the Final Plat with the Douglas County Register of Deeds within thirty (30) days after receipt of the signed Final Plat from the CITY, but in no event shall the Final Plat be filed later than ninety (90) days from the date of the City Council's approval of the Final Plat and if not filed by such date it shall expire and be of no further force and effect.

Section 12

Miscellaneous Provisions

- A. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed part of this Agreement.
- B. Termination of Agreement. This Agreement shall not be terminated except by written agreement between DEVELOPER, DISTRICT, and CITY, subject to Section 13(M) in the event a party to this Agreement or subsequent amendments dissolves, or ceases to exist by some other means, without any valid successors or assigns.
- C. Agreement Binding. The provisions of this Agreement, and all exhibits and documents attached or referenced herein, shall run with the land and shall be binding upon, and shall inure to the benefit of, the Parties, their respective representatives, successors, assigns, heirs, and estates, including all successor owners of the real estate described in the attached Exhibit A. Every time the phrase "successors and assigns", or similar language, is used throughout this Agreement, it is to be attributed the same meaning as this "Agreement Binding" provision. No special meaning shall be attributed to any instance

herein in which the name of a Party is used without the phrase “successors and assigns” following immediately thereafter, unless expressly stated otherwise.

- D. Non-Discrimination. In the performance of this Agreement, the Parties, their agents, contractors, subcontractors, and consultants shall not discriminate, or permit discrimination, against any person on account of disability, race, color, sex, age, political or religious opinions or affiliations, or national origin in violation of any applicable laws, rules, or regulations of any governmental entity or agency with jurisdiction over any such matter.
- E. Governing Law. The Parties to this Agreement shall conform to all existing and applicable CITY ordinances, resolutions, state and federal laws, and all existing and applicable rules and regulations. Any dispute arising from this contractual relationship shall be governed solely and exclusively by Nebraska law except to the extent such provisions may be superseded by applicable federal law, in which case the latter shall apply.
- F. Forum Selection and Personal Jurisdiction. Any lawsuit arising from this contractual relationship shall be solely and exclusively filed in, conducted in, and decided by the state or county courts located in Douglas County, Nebraska or the U.S. District Court located in Omaha, Nebraska, as appropriate. Accordingly, the Parties also agree to exclusive personal jurisdiction in said state and county courts located in Douglas County, Nebraska or the U.S. District Court located in Omaha, Nebraska, as applicable.
- G. Related Contract(s) Voidable. No elected official or any officer or employee of CITY shall have a financial interest, direct or indirect, in any CITY contract related to this Agreement. Any violation of this subsection with the knowledge of the person or corporation contracting with CITY shall render said contract(s) voidable by the Mayor or City Council.
- H. No Waiver of Regulations. None of the foregoing provisions shall be construed to imply any waiver of any provision of the zoning or planning requirements or any other section of the Valley Zoning Code or other Ordinances.
- I. No Continuing Waivers. A waiver by any Party of any default, breach, or failure of another shall not be construed as a continuing waiver of the same or of any subsequent or different default, breach, or failure.
- J. Indemnity. DEVELOPER and DISTRICT shall 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, demands, penalties, 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, lack of performance, or subdivision layout and design by DEVELOPER, DISTRICT, or DEVELOPER’s or DISTRICT’s employees, agents, contractors, subcontractors, or other representatives in relation to this Agreement or the financing or development of the Development Area, except to the extent such injury is

caused by the negligence or intentional acts of or lack of performance by 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:

- (1) Any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, demands, penalties, 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 DEVELOPER's or DISTRICT's breach, default, or failure to perform or properly perform any of DEVELOPER's or DISTRICT'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;
- (2) Any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, demands, penalties, 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 DEVELOPER, DISTRICT, or DEVELOPER's or DISTRICT's respective employees, agents, contractors, subcontractors, and assigns into any Wastewater Sewer System or Storm Sewer during the term of this Agreement;
- (3) Any claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, demands, penalties, 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(s)-of-way or easements, by DEVELOPER or DEVELOPER's respective employees or agents, or by DISTRICT or DISTRICT's respective employees or agents pursuant to Neb. Rev. Stat. § 31-736 or any other grant of authority.

- K. Assignment. 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.
- L. Entire Agreement. This Agreement and all exhibits and documents attached hereto or referenced herein, which are hereby incorporated and specifically made a part of this Agreement by this reference, express the entire understanding and all agreements of the Parties. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between or among any of the Parties, whether individually or collectively, concerning the subject matter hereof.
- M. Modification by Agreement. This Agreement may be modified or amended only by a written agreement executed by all Parties. In the event a party to this Agreement or subsequent amendments dissolves, or ceases to exist by some other means, without any valid successors or assigns, said party shall be considered to be without signing authority; therefore, the signature of said party shall not be required in order to validly execute subsequent modifications or amendments to this Agreement. Any modifications to this Agreement must cause this Agreement and all performance obligations hereunder

to conform to the requirements of any applicable laws, rules, regulations, standards, and specifications of any governmental agency with jurisdiction over any such matter, including any amendment or change thereto, without cost to CITY.

- N. Notices, Consents, and Approval. Unless expressly stated otherwise herein, all payments, notices, statements, demands, requests, consents, approvals, authorizations, or other submissions required to be made by the Parties shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

TO DEVELOPER:

Prominence Global, LLC
c/o Fullenkamp, Jobeun, Johnson, Beller LLP
11440 West Center Road, Suite C
Omaha, NE 68144

TO DISTRICT:

Sanitary and Improvement District No. 637, Douglas County, Nebraska
c/o Fullenkamp, Jobeun, Johnson, Beller LLP
11440 West Center Road, Suite C
Omaha, NE 68144

TO CITY:

City Clerk
City of Valley
203 N. Spruce Street
PO Box 682
Valley, NE 68064

With a copy to:
Farnham & Griffin, PC, LLO
220 N. 89th Street, Suite 201
Omaha, NE 68114

Such addresses may be changed from time to time by written notice to all other Parties.

- O. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any section.
- P. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one executed instrument.
- Q. Severability. In the event that any provision of this Agreement proves to be invalid, void, or illegal by a court of competent jurisdiction, such decision shall in no way affect, impair,

or invalidate any other provisions of this Agreement, and such other provisions shall remain in full force and effect as if the invalid, void, or illegal provision was never part of this Agreement.

(Signatures on following pages.)

DRAFT

ATTEST:

CITY OF VALLEY, a Nebraska
Municipal Corporation

Christie Donnermeyer, City Clerk

By _____
Cindy Grove, Mayor

CITY SEAL

DRAFT

SANITARY AND IMPROVEMENT DISTRICT
NO. 637 OF DOUGLAS COUNTY, NEBRASKA

By _____
_____ : Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public, in and for said county and state, personally came _____ Chairman of Sanitary and Improvement District No. 637 of Douglas County, Nebraska, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be such person's voluntary act and deed on behalf of such District.

Witness my hand and Notarial Seal this _____ day of _____, 2024.

Notary Public

PROMINENCE GLOBAL, LLC

By _____
_____, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public, in and for said county and state, personally came _____, Manager of Prominence Global, LLC, a Nebraska Limited Liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be such person's voluntary act and deed on behalf of such company.

Witness my hand and Notarial Seal this _____ day of _____, 2024.

Notary P

CATALINA HOMEOWNERS ASSOCIATION, INC.

By _____
_____, President

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) ss.

Before me, a notary public, in and for said county and state, personally came _____, Catalina Homeowners Association, Inc., a Nebraska nonprofit corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be such person's voluntary act and deed on behalf of such corporation.

Witness my hand and Notarial Seal this _____ day of _____, 2024.

Notary Public

**SUBDIVISION AGREEMENT
TABLE OF CONTENTS**

INTRODUCTION STATEMENT

RECITALS

SECTIONS:

1	Definitions
2	Public Improvements and Related Terms
3	Standards, Authority, and Documentation
4	Use of DISTRICT Credit or Funds
5	Apportionment of Costs and Related Terms
6	Private Improvements and Drainage Easement
7	Covenants, Representations, and Acknowledgements by CITY
8	Covenants, Representations, and Acknowledgements by DISTRICT
9	Other Terms and Obligations
10	Annexation
11	Conditions for Final Plat Approval and Signing
12	Miscellaneous Provisions

EXHIBITS:

A	Legal Description with Metes and Bounds
B	Final Plat
C	Water Main Exhibit
D	Sanitary Sewer Exhibit
E	Paving Exhibit
F	Source and Use of Funds
G	Extension of Street "A"

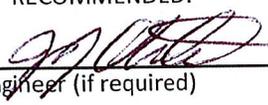
Date of Issuance: July 26, 2024 Effective Date: July 26, 2024
 Owner: CITY OF VALLEY Engineer: OLMSTED & PERRY CONSULTING ENGINEERS INC.
 Contractor: ONYX BLASTING & COATING LLC Contractor's Project No.: 1
 Project: 2022 Water System Improvements
 Contract Name: Cleaning, Repair, and Repainting of Water Tower
 Owner's Contract No.: 1 Engineer's Project No.: 22-68

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

Description:
 Furnish and install a new 22 mil vinyl condensation blanket beneath the bowl of the tank and inside the drywell to replace the old deteriorated blanket.

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$667,440.00</u>	Original Contract Times: Substantial Completion: <u>6/30/2023</u> Ready for Final Payment: <u>7/31/2023</u> days or dates
Increase (Decrease) from previously approved Change Orders No. 1 to No. 3 : <u>\$31,739.00</u>	Increase (Decrease) from previously approved Change Orders No. 1 to No. 3 : Substantial Completion: <u>337</u> Ready for Final Payment: <u>306</u> days
Contract Price prior to this Change Order: <u>\$699,179.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>6/1/2024</u> Ready for Final Payment: <u>6/1/2024</u> days or dates
Increase (Decrease) of this Change Order: <u>\$11,580.00</u>	Increase (Decrease) of this Change Order: Substantial Completion: <u>90</u> Ready for Final Payment: <u>90</u> days or dates
Contract Price incorporating this Change Order: <u>\$710,759.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>8/30/2024</u> Ready for Final Payment: <u>8/30/2024</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u> By: _____	By: _____	By: <u></u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>James J. Olmsted, P.E.</u>	Title: <u>Cindy Grove, Mayor</u>	Title: <u>Geiselle R. Surette, Manager</u>
Date: <u>26-Jul-24</u>	Date: <u>13-Aug-24</u>	Date: <u>26-Jul-24</u>
Approved by Funding Agency (if applicable)		
By: _____	Date: _____	
Title: _____		



BID TABULATION

Project Water Treatment Plant Expansion 5002 N. 270th Street	Project No. 23-66
Owner CITY OF VALLEY	Bid Date: November 5, 2024
Address 203 North Spruce Street Valley, NE 68064	Time: 10:00 AM

BIDDER	BASE BID	ALTERNATE BID	COMMENT
NEUVIRTH'S CONSTRUCTION INC.	\$8,900,000.00	\$9,050,000.00	
ERIKSEN CONSTRUCTION CO., INC.	\$8,900,694.00	\$8,900,694.00	
RONCO CONSTRUCTION	\$9,592,000.00	\$9,592,000.00	
BUILDING CRAFTS	No Bid	No Bid	
HAWKINS CONSTRUCTION	No Bid	No Bid	
JUDDS BROS. CONSTRUCTION CO.	No Bid	No Bid	
MECO-HENNE CONTRACTING INC.	No Bid	No Bid	

BIDDING NOTES

Engineer's Opinion of Probable Construction Costs: \$8,585,000
 Base Bid: Conform to BABA and AIS requirements
 Alternate Bid: Conform to AIS Requirements only (No BABA)



EAGLE ENGINEERING GROUP

12100 West Center Road, Suite 803 Omaha, Nebraska 68144
(402) 399-0227 | www.eagleengineeringgroup.com

November 11, 2024

To: Mayor and City Council
Cameron Gales, City Administrator
Christie Donnermeyer, City Clerk
File

From: Gregory Perry, PE, City Engineer

Re: Water Treatment Plant Expansion
Valley, Nebraska
EEG #23-66

The City held the bid opening on Tuesday, November 5, 2024 at our office for the above referenced project. The project includes the expansion of the water treatment plant capacity to meet the future demands of the growing community. The City received bids, after discussion with the State SRF program director, for a base bid that conform to Build America, Buy America Act (BABA) and American Iron and Steel (AIS) requirements and an alternate bid for only American Iron and Steel (AIS) requirements.

A total of three bids were received with the apparent low bidder for the *alternate bid* project being Eriksen Construction Co., Inc. in the amount of \$8,900,694. Our engineer's Opinion of Probable Construction Cost (OPC) at the time of bidding was \$ 8,585,000. A copy of the Bid Tabulation is attached.

Our evaluation of the experience, reputation, and financial conditions of Eriksen Construction Co., Inc. indicates that they are capable of completing the work required; therefore, this office recommends to the City Council that they award the construction contract to Eriksen Construction Co., Inc. for the *alternate bid* in their bid amount of \$ 8,900,694.

The project is funded by the City's State Revolving Funds (SRF) loan of \$7.9M. A proposed loan amendment is currently being drafted by the State and will be presented to the City at their Dec. 10th meeting or the Jan 14th meeting. The current SRF loan amendment will include the provision to waive the BABA requirements. The current loan of \$7.9 million includes \$3,498,083 in remaining funds of which approximately \$2,850,000 is the grant loan forgiveness for the emerging contaminants.

We will be at the November 12th council meeting to answer any questions you may have regarding the bids received and our recommendation.

Attachment: Bid Tabulation