

**AGENDA**  
**VALLEY CITY COUNCIL**  
Tuesday, August 12, 2025  
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 July 7, 2025 City Council Work Session and July 8, 2025 City Council meeting.

7.B. Approve Treasurer's Report

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

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.D. Approve July Payroll \$101521.33 and IRA \$3614.35.

7.E. Accept July Keno Receipts \$7899.31.

7.F. Accept PeopleService Inc., Report

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

- May 8, 2025 Library minutes
- July Library statistics
- June 17, 2025 Planning Commission minutes
- July 17, 2025 Cemetery Board minutes

8. **Public Works Superintendent consent to the appointment of Tim Sheets as Public Works Superintendent.**
9. **Public Hearing - Champion Shores (Flatwater Area) consideration and approval of Blight/Substandard Designation:**
  - **Open Public Hearing**
  - **Close Public Hearing**
  - **Resolution No. 2025-27**
10. **Champion Shores consideration and approval of Predevelopment Cost Agreement.**
11. **JEO Additional Design Standards Fees consideration and approval of additional design standards fees for City Park integration of a new pool or baseball field concept.**
12. **Local Emergency Operations Plan consideration and action to adopt 2025 Local Emergency Operations Plan.**
13. **City Pool consideration and action to approve one of the presented pool concepts.**
14. **Building and Zoning consideration and approval of retention of Signal Security Services for Valley Code Enforcement services.**
15. **Resolution No. 2025-22 consideration and action to approve League Association of Risk Management (LARM) property and casualty insurance 2025-2026 Renewal Resolution; term commitment and deductible amount.**
16. **Resolution No. 2025-28 consideration and action to approve a policy regarding the purchase of uniforms and standard equipment by the City for its full-time police officers.**

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17. **Resolution No. 2025-29 consideration and approval of establishment of policies and procedures regarding Capital Assets Management and Accounting Policies and Procedures.**
18. **Ordinance No. 838 amendment to Section 52.050 and Section 52.053 of the City of Valley Municipal Code relating to water shortages and water conservation.**
19. **Building and Zoning**
20. **City Administrator**
21. **PeopleService - update**
22. **City Engineer**
  - 22.A. Water Treatment Plant - Eriksen Construction
    - 22.A.1. **Resolution No. 2025-30** consideration and action to approve Contractor's Application for Payment No. 7 in the amount of \$337,500.00.
  - 22.B. Valley Landing - sanitary sewer, water main, and storm sewer improvements - United Utilities and Excavation
    - 22.B.1. **Resolution No. 2025-31** consideration and action to approve Contractor's Application for Payment No. 2 in the amount of \$54,859.33.
  - 22.C. Water Main Replacement - Park and Platte - Vrba Construction
    - 22.C.1. Consideration and action to approve Change Order No. 1 for an increase in the amount of \$12,872.55 to the contract price.
    - 22.C.2. **Resolution No. 2025-32** consideration and action to approve Contractor's Application for Payment No. 2 in the amount of \$114,454.63.
  - 22.D. Park Avenue and Platte Streets Paving Improvements - 2 the T Construction, LLC
    - 22.D.1. **Resolution No. 2025-33** consideration and action to approve Contractor's Application for Payment No. 2 in the amount of \$158,044.05.
  - 22.E. Other/Miscellaneous
23. **City Attorney**
24. **Mayor's Report**
25. **Upcoming Items**
  - Valley Days Planning Meeting: August 19, 2025 at 6:00 p.m.
  - Planning Commission: August 19, 2025 at 4:30 p.m.
  - Budget Review sessions August 18 and 19, 2025 at 7:00 p.m.

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## 26. Adjourn

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.

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**NOTICE OF MEETING**  
CITY OF VALLEY  
**TUESDAY, AUGUST 12, 2025,**  
**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, August 12, 2025, at 7:00 p.m. at Valley City Hall.

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

1. Flatwater Lakes Estates LLC (Champion Shores)
  - Consideration of Substandard and Blight Study (see separate published notice).

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

Christie Donnermeyer, City Clerk

8/1 ZNEZ



**Proof of Publication**

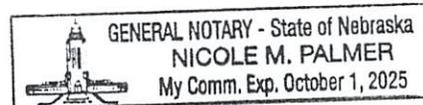
**JASON W. HUFF, Publisher**

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:

8/1/25  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

[Signature]

Subscribed in my presence and sworn to before me this AUGUST 01 2025

[Signature]

Notary Public in and for  
Douglas County, State of Nebraska

# Daily Record

Journal of the Proceedings

of the Board of Trustees

of the University of Maryland  
College Park, Maryland

UNIVERSITY OF MARYLAND  
COLLEGE PARK, MARYLAND  
1968

It is the policy of the University of Maryland to provide a high quality education for all students who are admitted to the University. The Board of Trustees is committed to the principle of equal opportunity for all students, regardless of race, color, sex, or religion.

The Board of Trustees is pleased to announce that the University of Maryland has been selected as one of the top 100 universities in the United States.

The Board of Trustees is pleased to announce that the University of Maryland has been selected as one of the top 100 universities in the United States. This recognition is a testament to the quality of the University's education and research.

1968

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UNIVERSITY OF MARYLAND  
COLLEGE PARK, MARYLAND  
1968

THE UNIVERSITY OF MARYLAND  
COLLEGE PARK, MARYLAND  
1968

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

PUBLIC NOTICE is hereby given by the Mayor and the City Council of the City of Valley, Nebraska that a public hearing will be held on Tuesday, August 12, 2025, at 7:00 p.m., at Valley City Hall, 203 North Spruce Street, Valley, Nebraska. The purpose of the hearing is to obtain public comment prior to the City Council's review of a Substandard and Blight Study for the project to be known as **Champion Shores**. The City Council shall review the Substandard and Blight Study and may adopt a resolution declaring that substandard and blighted conditions exist in the area under study and declare such area or any portion of such area to a substandard and blighted area.

All interested parties shall be afforded a reasonable opportunity to express their views at the public hearing regarding the Substandard and Blight Study and the proposed substandard and blight designation. A copy of the Substandard and Blight Study, including a map showing the area covered by the Substandard and Blight Study, is available at Valley City Hall.

Christie Donnermeyer, Valley City Clerk

7/25, 8/1 ZNEZ



**Proof of Publication**

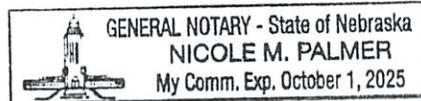
**JASON W. HUFF, Publisher**

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 2 consecutive weeks on:

7/25/25                      8/1/25

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                      \$49.82                      Jason Huff

Additional Copies                      \$ \_\_\_\_\_                      Subscribed in my presence and sworn to before  
Filing Fee                                      \$ \_\_\_\_\_                      me this AUGUST 01 2025

Total \$49.82                      [Signature]  
Notary Public in and for  
Douglas County, State of Nebraska

# Daily Record

WEDNESDAY, FEBRUARY 11, 1915

OFFICE OF THE  
SHERIFF  
COUNTY OF  
SHERBORN

IN SENATE  
JANUARY 11, 1915  
REPORT OF THE  
COMMISSIONERS OF THE  
LAND OFFICE  
ON THE  
PROGRESS OF THE  
LANDS BELONGING TO  
THE STATE

1915

RECEIVED  
FEBRUARY 11, 1915  
BY THE CLERK

THE STATE OF MASSACHUSETTS  
OFFICE OF THE CLERK  
STATE HOUSE, BOSTON  
RECEIVED  
FEBRUARY 11, 1915  
BY THE CLERK

**MINUTES**  
**SPECIAL MEETING - WORK SESSION**  
**July 7, 2025**

**1 and 2. Roll Call and Call to Order** Mayor Grove called the meeting to order at 7:00 p.m. Present were Mayor Grove; Council Members, Batcher, L. Lewis, and J. Lewis, and Hayden. Also present: City Attorney Andrea Griffin, City Administrator Cameron Gales, Clerk Christie Donnermeyer, Deputy Clerk Jon Barnhart, Treasurer Lori Sorensen, and 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 table.

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

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

**7. Work Session:**

The regular City Council meeting agenda was reviewed and questions answered about various items on the consent agenda. Agenda items discussed were as follows:

- City Attorney Griffin addressed Council regarding the Facilities Corporation. She stated that an attorney from Kutak Rock would be attending the Council meeting to explain the formation and function of the facilities corporation.
- Clint Simmons from LARM reviewed the 2025-2026 Renewal Resolution and term commitment. The City will notice a significant increase in premium for this renewal period because of property damage and litigation claims. Clint suggested Council entertain approving a \$25,000 deductible to help lower the premium.
- City Administrator Gales with the assistance of Jonathan Hauck from JEO reviewed the Valley City Park Master Plan. Discussions were held regarding options concerning the pool.
- Building Inspector van den Boogaart addressed Council regarding his findings to locate additional options for third-party firm to address ordinance violation complaints and that his administrative assistant had given her resignation.
- City Administrator Gales gave a brief update on the progress of the water tower painting and condensation blanket installation.

The Community Development Agency agenda was reviewed. City Attorney Griffin addressed Council and informed them that the Community Development Agency meeting will not have any action items but will be meeting in August.

Council member Batcher moved the Valley City Council proceed into executive closed session for the purpose of discussing threatened litigation for protection of the public interests. L. Lewis seconded. YES: Batcher, L. Lewis, J. Lewis, and Hayden. NO: no one. Motion carried. The closed session commenced at 8:12 p.m.

Council member L. Lewis moved to reconvene the meeting in open session. J. Lewis seconded. YES: Batcher, J. Lewis, L. Lewis and Hayden. NO: no one. Motion carried. The meeting reconvened in open session at 8:36 p.m.

9. **Adjourn** Council Member L. Lewis moved to adjourn. J. Lewis seconded. YES: Batcher, L. Lewis, J. Lewis, and Hayden. NO: no one. Motion carried. Meeting adjourned at 8:37 p.m.



Cindy Grove, Mayor



Christie Donnermeyer, City Clerk

MINUTES  
REGULAR MEETING  
July 8, 2025

**1 and 2. Roll Call and Call to Order** Mayor Grove called the meeting to order at 7:05 p.m. Present were Mayor Grove; Council Members, Batcher, L. Lewis, J. Lewis, and Hayden. Also present: City Attorney Andrea Griffin, City Administrator Cameron Gales, Clerk Christie Donnermeyer, Deputy Clerk Jon Barnhart, and 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** Bonnie Lambert 221 W. Charles addressed council with concerns regarding better notification system when water is going to be shut off; access from street for parking trailer; vote for pool in the City Park not at the YMCA; not proud to currently live in Valley due to too many political issues.

Kevin Brown 4104 N. 265<sup>th</sup> St. addressed council with concerns regarding insurability of the City because of the actions of three Council members; supports TIF projects.

Brent Thiessen 400 S. Park Ave addressed council regarding the lack of response regarding his complaint about the construction equipment crossing his driveway and causing damage.

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

**7. Consent Agenda** Council member Hayden moved to approve the consent agenda. L. Lewis seconded. YES: Batcher, L. Lewis, J. Lewis, and Hayden. NO: no one. Motion carried. Items on the consent agenda were: June 20, 2025, Council minutes; Treasurer's Report, June Payroll \$105514.81 & IRA \$3214.60; Keno Receipts \$7254.54; PeopleService Report, Minutes and/or statistics of the following boards and/or committees: June Library statistics, May 20, 2025 Planning Commission minutes; Spruce Street Tavern Special Designated Liquor License during Valley Days on August 8 and 9, 2025; reappoint Brian Foutch to the Planning Commission (7/2028); and the following bills: **Services/Utilities/Insurance:** Aflac \$251.22; Bamboo \$369.25; BCBS \$21844.97; Ben Tysor \$430.77; Black Hills \$478.83; Century Link \$67.92; Cintas \$222.64; Cox Business \$313.71; DataShield \$50.00; Demco \$224.25; Digital Ally \$6516.00; Eagle Engineering \$60245.07; Farnham & Griffin \$5986.00; FiveNines \$6851.59; FP Finance \$152.95; Fremont Dept Utilities \$77394.35; Great Plains Comm \$1257.81; JEO Consulting \$6300.00; OPPD \$26107.73; PeopleService \$34824.00; Retirement Plan Consult \$436.54; The Daily Record \$234.66; Verizon Wireless \$636.99; Workplace Screening \$140.00; YMCA \$60.00

**Supplies/Equipment:** Amazon Business \$1149.93; Baker & Taylor \$1306.54; Bound to Stay Bound \$120.68; Cappel Auto \$401.84; Core & Main \$5397.70; Electric Pump \$661.25; FNB Credit Card \$3023.17; Host Coffee \$125.56; JD's Car Wash \$162.35; John Deere Financial \$44.12; Johnson Controls \$450.00; Lanoha \$399.99; Love's \$2257.15; Menards – Fremont \$150.73; Michael Matzen \$825.00; Midwest Alarm \$275.64; Midwest Tape \$1525.98; Neb Sweeping \$3418.49; Playaway Products \$243.96; S2 Rolloffs \$6080.00; Stalker Radar \$1645.00; Stomp Chomp Roar \$400.00; Terracon \$27140.50; Trekk \$2950.00; Valley Ace \$194.97; Vrba Const \$10226.00; Waste Connections \$303.40; Wiese Plumbing \$1718.00; **Bond/Loan/TIF Payments:** FNB/bond \$5962.50; FNB/bond \$5962.50; NDEE \$78866.23; Mallard \$13960.06; Bluewater \$68801.24 **Reimburse/Refund:** Barnhart J \$123.90; Donnermeyer C \$256.84; Dreamscape Homes \$1000.00; Frontier Builders \$1000.00; Gales C \$142.80; LIM Const \$1575.25; Maxim Ent. \$150.00; Sorensen L \$326.84; Trademark \$150.00; Willmann G \$76.30.

8. **City of Valley Leasing Corporation** Steve Likes, attorney, from Kutak Rock, LLP addressed council and explained the formation, reason, and responsibilities of the Facilities Corporation. The Facilities Corporation is a financing structure exempt from federal taxation. Various entities use this type of financing structure, schools, other municipalities, along with the State of Nebraska. The Facilities Corporation takes directions from the City Council.

Mayor Grove turned the meeting over to Council President John Batcher for the next item.

9. **Valley Days Foundation** Angela Exstrom addressed council with a request from Valley Days Foundation for use of City property at 2<sup>nd</sup> and Locust for fireworks display; street closures for Valley Days events; and the assistance of a public works employee working during the parade on August 9 from 11:00 a.m. to 12:30 p.m. to address any issues with the street closures. Council member L. Lewis moved to approve the request. Hayden seconded. YES: Batcher, L. Lewis, J. Lewis, and Hayden. NO: no one. Motion carried.

10. **Request to explore options for updated visual and audio equipment for live streaming of City Council meetings** Council member Batcher moved to have city staff research and provide options along with bids for updating equipment. L. Lewis seconded. YES: Batcher, L. Lewis, J. Lewis, and Hayden. NO: no one. Motion carried.

11. **Erickson & Brooks** Council member L. Lewis moved to approve Erickson & Brooks services for the FY25-26 budget preparation. J. Lewis seconded. YES: Batcher, L. Lewis, J. Lewis, and Hayden. NO: no one. Motion carried.

12. **DC West** City Engineer Greg Perry addressed Council regarding the request and location of the fiber optic cables. Council member L. Lewis moved to approve the Right-of-Way Agreement for fiber optic cables. Batcher seconded. YES: Batcher, L. Lewis, J. Lewis, and Hayden. NO: no one. Motion carried.

13. **Resolution No. 2025-22** League Association of Risk Management (LARM) property and casualty insurance 2025-2026 renewal resolutions and term commitment. The Mayor addressed

council in the absence of Clint Simmons from LARM who could not attend the meeting with a quick summary. There will be a considerable increase in the insurance premium due to the risks the City Council continues to create through its decisions. LARM provided potential cost savings and mitigation options to the City Council to consider. LARM did offer as a cost saving measure the option of increasing the deductible from \$2,500 to \$25,000. It was stated that premiums will continue to rise if current practices do not change. Council member Hayden moved to table the Resolution until the August meeting. L. Lewis seconded. YES: Batcher, L. Lewis, J. Lewis, and Hayden. NO: no one. Motion carried.

**14. Champion Shores preliminary plat public hearing to approve preliminary plat.** Brent Bellner, attorney for the developer, Kyle Vohl from E&A Consulting, and Nick and Lori Heimann, addressed the Council regarding the Champion Shores project. Mayor Grove opened the public hearing.

- Doreen Nestander 28437 Laurel Cir. voiced concerns with traffic, parking, and number of fourplexes. Doesn't approve of TIF being considered for non-commercial use. The Building Inspector addressed Council concerning the row homes and our current codes allow for the row homes in R3 as permitted use and not conditional use.
- Malinda Higgins 28476 Laurel Cir. would like to see an access road for traffic issues.
- Roger Bevington 304 N. West St. had a good meeting with the developers as long as they keep their promise. Mr. Bevington is concerned with Valley Corp and Ida Cir. and traffic issues.
- Brent Thiessen 400 S. Park St. concerned about water and sewer issues with the addition of a development. City Engineer Perry addressed these concerns and updated Council with the timeline of the water treatment plant expansion and the expanded capacity and the sewer capacity going to Fremont. Brent Bellner attorney for the developer addressed the TIF concerns and the uses of TIF for residential infrastructure. He also stated the Lyman Richie and Ida St. accesses are not viable solutions. City Engineer Perry stated the traffic study is not required for the preliminary plat.
- Maureen Holstein 28461 Laurel Cir. addressed Council regarding traffic concerns and increased population. Ken Burson 28581 Jessie Cir. addressed Council regarding safety concerns with increased traffic.
- Jerry Moser 28019 W. Valley St. addressed Council that he is against the development and would like the Police to comment on traffic issues and speeding in that area.

Mayor Grove closed the public hearing. City Attorney Griffin addressed Council with an overview of the preliminary plat approval process. City Engineer Perry also addressed Council regarding the process. The Building Inspector also highlighted his responsibilities regarding the process. Council member Batcher moved for approval. Motion died for lack of second. Brent Bellner addressed additional questions. City Attorney Griffin provided further explanation regarding the process. Council member Hayden moved to approve the preliminary plat. Batcher seconded. YES: Batcher and Hayden. NO: L. Lewis and J. Lewis. To break the tie, the Mayor voted in favor. Motion carried.

The Mayor called for a restroom recess at 8:50 p.m.

The Council meeting resumed at 8:56 p.m.

**15. Pool** The City Administrator along with Jonathan Hauck from JEO presented the Council with viable options for the pool to be located at either the Park or YMCA. The City Administrator reviewed the history of the discussions regarding the pool. JEO presented drawings of the possibilities. Jonathan Hauck addressed Council, Phase 1 of the City Park was completed on June 1. Phase 2 will improve the drainage. JEO is on board with providing the City with pool options whether to rebuild at the current location or build new at a new location. Council member Batcher moved to obtain more refined options for the pool and to end vacation mode for the pool phone foregoing keeping the current phone number. Hayden seconded. YES: Batcher, L. Lewis, J. Lewis, and Hayden. NO: no one. Motion carried.

**16. Building and Zoning** The Building Inspector addressed Council with an update regarding a new administrative assistant who may start Monday; reviewed research regarding other code enforcement companies and received no response. Council requested he bring a proposal from Signal Security to the next council meeting.

**17. City Administrator** The City Administrator addressed council with an update on finalizing issues with the installation of the water tower condensation blanket with the bonding company. The position for the Public Works Direction has been closed and interviews with the selected candidates will begin; he would like assistance from the Mayor and a council member for the interview process. A letter of appreciation for Chief Martinez was read and the Chief was applauded for his efforts.

**18. People Service** Mike Adair addressed council with an update on the output of 1.2 million gallons from the water plant; it is performing as expected and creating quality water; meter readings are at 90%; they are still struggling with the lift station in Ginger Woods.

**19. City Engineer**

The City Engineer gave an update on the progress of the water plant expansion. Council member L. Lewis moved to approve change order no. 1 for an increase in the amount of \$11,068.75 from Eriksen Construction for the water treatment plant expansion. Hayden seconded. YES: Batcher, L. Lewis, J. Lewis and Hayden. NO: no one. Motion carried.

Council member L. Lewis moved for passage of Resolution No. 2025-23 approving contractor's application for payment no. 6 in the amount of \$107,999.55 from Eriksen Construction for the water treatment plant expansion. Batcher seconded. YES: Batcher, L. Lewis, J. Lewis, and Hayden. NO: no one. Motion carried. A true, correct, and complete copy of said Resolution is on file at City Hall.

Council member L. Lewis moved for passage of Resolution No. 2025-24 approving contractor's application for payment no. 2 in the amount of \$82,460.86 from United Utilities and Excavation for Valley Landing sanitary sewer, water main, and storm sewer improvements. J. Lewis

seconded. YES: Batcher, L. Lewis, J. Lewis, and Hayden. NO: no one. Motion carried. A true, correct, and complete copy of said Resolution is on file at City Hall.

Council member Batcher moved for passage of Resolution No. 2025-25 approving contractor's application for payment no. 2 in the amount of \$148,428.00 from NL & L Concrete for Valley Lakes Business Park sanitary sewer and water main improvements. L. Lewis seconded. YES: Batcher, L. Lewis, J. Lewis, and Hayden. NO: no one. Motion carried. A true, correct, and complete copy of said Resolution is on file at City Hall.

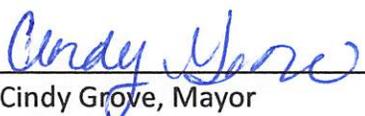
Council member L. Lewis moved for passage of Resolution No. 2025-26 approving contractor's application for payment no. 1 in the amount of \$112,329.67 from Vrba Construction for Park Ave. and Platte St. water main replacement. Batcher seconded. YES: Batcher, L. Lewis, J. Lewis, and Hayden. NO: no one. Motion carried. A true, correct, and complete copy of said Resolution is on file at City Hall.

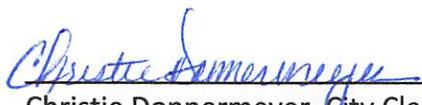
**20. City Attorney** City Attorney Griffin gave updates on the following: finalizing the DC West right-of-way agreement for fiber optic cable installation; working with City Clerk on information requests; working with Building Inspector on nuisance property letters; working on proposed changes to zoning ordinances; working on Glass Lake interlocal jurisdiction agreement.

**21. Mayor's Report** meter readings are at 90%; shut-off notices will be sent to those residents who do not respond to the notices for meter repairs.

**22. Upcoming items** Planning Commission and Valley Days Foundation meeting Tuesday July 15.

**24. Adjourn** Council Member L. Lewis moved to adjourn. Hayden seconded. YES: Batcher, L. Lewis, J. Lewis, and Hayden. NO: no one, motion carried. Meeting adjourned at 9:45 p.m.

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

  
\_\_\_\_\_  
Christie Donnermeyer, City Clerk

Treasurer's Report July 2025							
		Cash					
		Balance	Net Income	Inter-fund	Balance	Investments	Outstanding
	Dept	6/30/2025	or (Loss)	Transfers	7/31/2025	7/31/2025	Checks
						\$14,565.11	\$ (15,462.20)
<b>General - Fund 1</b>		\$596,735.52	\$ (671,671.04)	\$860,327.24	\$785,391.72		
General MM		\$1,294,650.41	\$568.75	(\$46,612.00)	\$1,248,607.16		
Pines Assessments		\$319,966.75	\$720.14		\$320,686.89		
<b>Bond - Fund 2</b>	021	\$427,117.26	\$5,568.61		\$432,685.87		
C D A	001	\$1,000.00			\$1,000.00		
		\$2,639,469.94	(\$664,813.54)	\$813,715.24	\$2,788,371.64		
<b>City of Valley</b>							
<b>Pooled Cash</b>							
<b>Proprietary Funds</b>							
		Cash			Cash		
		Balance	Net Income	Inter-fund	Balance	Investments	
	Dept	6/30/2025	or (Loss)	Transfers	7/31/2025	7/31/2025	
<b>Funds</b>						\$10,005.81	
Water/Waste - Fund	024	\$1,534,558.51	\$784,384.18	(\$242,609.00)	\$2,076,333.69		
Cap. Facility Chg.	024	\$2,342,913.64	\$5,300.18	\$12,403.74	\$2,360,617.56		
		\$3,877,472.15	\$789,684.36	(\$230,205.26)	\$4,436,951.25		
		Cash			Cash		
	Dept	Balance	Net Income	Inter-fund	Balance		
		6/30/2025	or (Loss)	Transfers	7/31/2025		
<b>Fund 4</b>							
Nursing Home	050	\$1,117,185.02	\$25,871.77	(\$11,925.00)	\$1,131,131.79		
<b>Fund 8</b>							
Keno	056	\$370,990.73	\$9,167.12	(\$52,000.00)	\$328,157.85		
<b>Fund 10</b>							
Sales Tax	058	\$6,706,562.81	\$191,688.30	(\$519,444.98)	\$6,378,806.13		
		\$152,873.76	\$311.34	(\$140.00)	\$153,045.10		
<b>ARPA</b>		\$8,347,612.32	\$227,038.53	(\$583,509.98)	\$7,991,140.87		
<b>Total All Funds</b>		<b>\$14,864,554.41</b>	<b>\$351,909.35</b>	<b>\$0.00</b>	<b>\$15,216,463.76</b>	<b>\$24,570.92</b>	

**City of Valley**  
**Accounts Payable Status with Accounting Distribution by Vendor**

			<u>Amount</u>
<b>[1932] AFLAC</b>			
7/12/2025	8/13/2025 701239	8/13/2025 JULY BILLING PERIOD	251.22
<b>Total for[1932] AFLAC</b>			<b>251.22</b>
<b>[525] AMERICAN LEGAL PUBLISHING</b>			
7/24/2025	8/13/2025 44009	8/13/2025 SUPPLEMENTAL PAGES (ZONING/SUBD) X10	200.00
<b>Total for[525] AMERICAN LEGAL PUBLISHING</b>			<b>200.00</b>
<b>[16716] ART OF A CRAFTSMAN</b>			
7/22/2025	8/13/2025 R-100-24	8/13/2025 Building Permit Refund - 28520 JESSIE CR Permit# R-100-24	1,000.00
7/10/2025	8/13/2025 R-116-24	8/13/2025 BUILDING PERMIT REFUND @ 28623 LAUREL CR	1,000.00
7/14/2025	8/13/2025 WATER DEPOSIT REFUND	8/13/2025 28623 LAUREL CR - WATER DEPOSIT REFUND	150.00
<b>Total for[16716] ART OF A CRAFTSMAN</b>			<b>2,150.00</b>
<b>[1000260] Ashland Oak</b>			
7/22/2025	8/13/2025 RALT-016-24	8/13/2025 Building Permit Refund 46 Ginger Woods Rd Permit # RALT-016-24	500.00
<b>Total for[1000260] Ashland Oak</b>			<b>500.00</b>
<b>[277930] Baker &amp; Taylor</b>			
7/08/2025	8/13/2025 2039173515	8/13/2025 BOOOKS X17	290.68

7/15/2025	8/13/2025	2039186921	8/13/2025 BOOKS X44	763.47
<b>Total for[277930] Baker &amp; Taylor</b>				<b>1,054.15</b>
<b>[7966] Black Hills Energy</b>				
7/24/2025	8/13/2025		8/13/2025 NATURAL GAS ALL DEPARTMENTS PERIOD: 06/23/2025 - 07/23/2025	464.72
<b>Total for[7966] Black Hills Energy</b>				<b>464.72</b>
<b>[1000112] BOUND TO STAY BOUND</b>				
6/27/2025	8/13/2025	244294	8/13/2025 BOOKS X5	99.21
<b>Total for[1000112] BOUND TO STAY BOUND</b>				<b>99.21</b>
<b>[631025] CINTAS CORP</b>				
7/10/2025	8/13/2025	42364B5966	8/13/2025 LIBRARY 3X10 BLACK MAT 4X6 BLACK MAT	18.33
8/01/2025	8/13/2025	5284066104	8/13/2025 SHOP/CITY HALL FIRST AID CABINET	220.62
7/10/2025	8/13/2025	ACCT. 19671143	8/13/2025 CINTAS - CITY OF VALLEY INVOICE: 4237940797 \$150.09 AIR SVC, SOAP, 3X5, 4X6, 4X6 LOGO 4236485960 \$52.18 3X5 -1, 4X6 - 4, 4X6 LOGO -2	205.39
<b>Total for[631025] CINTAS CORP</b>				<b>444.34</b>
<b>[6021501] COOVER, DAVE</b>				
7/17/2025	8/13/2025	RADD-005-25	8/13/2025 PERMIT REFUND AT 15 GINGER COVE RD	500.00

<b>Total for[6021501] COOVER, DAVE</b>	<b>500.00</b>
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**[28330] CORE & MAIN**

7/03/2025	8/13/2025	X262567	8/13/2025	3/4" IPERL 3-WIRE W/25' CABLE	221.90
7/16/2025	8/13/2025	X284288	8/13/2025	REPAIR COUPLINGS 4X20 - 1 4X15 - 2 6X12 - 3 6X20 - 1 8X20 - 1 14X12X1 - 1 14X12X3/4 - 1 24X12X1 - 1 24X12X3/4 - 1 40X12X1 - 1 40X12X3/4 - 1	6,353.42

<b>Total for[28330] CORE &amp; MAIN</b>	<b>6,575.32</b>
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**[1000156] CREATIVE PLANNING**

7/31/2025	8/13/2025	1264370	8/13/2025	WORK WITH TREASURER FY25 PER AGREEMENT - JULY	1,007.40
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<b>Total for[1000156] CREATIVE PLANNING</b>	<b>1,007.40</b>
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**[8458] DATASHIELD CORPORATION**

7/24/2025	8/13/2025	169555	8/13/2025	CITY HALL ONSITE DESTRUCTION	49.64
7/24/2025	8/13/2025	169588	8/13/2025	POLICE ONSITE DESTRUCTION	50.00

<b>Total for[8458] DATASHIELD CORPORATION</b>	<b>99.64</b>
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**[3231] Dohrmann, Kenneth J**

8/06/2025	8/13/2025		8/13/2025	MILEAGE TO/FROM TRAINING	39.20
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<b>Total for[3231] Dohrmann, Kenneth J</b>	<b>39.20</b>
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**[15335] DOUGLAS COUNTY ENVIRONMENTAL SERVICES**

8/04/2025	8/13/2025	JULY 2025	8/13/2025	JULY 2025	4,718.00
				ELECTRICAL INSPECTION 57 - \$3990	
				ELECTRICAL PLAN REVIEW 14 - \$728	

7/07/2025	8/13/2025	JUNE 2025	8/13/2025	JUNE 2025	4,454.00
				ELECTRICAL INSPECTION 50 - \$3500	
				ELECTRICAL PLAN REVIEW 17 - \$884	
				BUILDING INSPECTION 1 - \$70	

<b>Total for[15335] DOUGLAS COUNTY ENVIRONMENTAL SERVICES</b>	<b>9,172.00</b>
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**[12100] Eagle Engineering Group LLC**

8/07/2025	8/13/2025	2607	8/13/2025	WATER TREATMENT PLANT EXANSION	21,845.06
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8/07/2025	8/13/2025	2608	8/13/2025	VALLEY LAKES BUSINESS PARK SANITARY SEWER IMPROVEMENTS	1,181.74
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8/07/2025	8/13/2025	2609	8/13/2025	VALLEY LANDING SANITARY SEWER, STORM SEWER & WATER MAIN IMPROVEMENTS	13,398.30
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8/07/2025	8/13/2025	2610	8/13/2025	PARK AVENUE & PLATTE STREET PAVING IMPROVEMENTS	17,691.26
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8/07/2025	8/13/2025	2611	8/13/2025	PARK AVENUE & PLATTE WATER MAIN REPLACEMENT	6,862.62
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<b>Total for[12100] Eagle Engineering Group LLC</b>	<b>60,978.98</b>
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**[11190] Eakes Office Solutions**

7/25/2025	8/13/2025	INV670367	8/13/2025	TONER	232.30
8/01/2025	8/13/2025	INV672723	8/13/2025	LIBRARY TONER RIC/IMC2500	319.73
<b>Total for[11190] Eakes Office Solutions</b>					<b>552.03</b>
<b>[220] FARNHAM &amp; GRIFFIN, P.C., L.L.O.</b>					
7/31/2025	8/13/2025		8/13/2025	LEGAL SERVICES 07/01/2025 - 07/31/2025 CHAMPION SHORES GENERAL GLASS LAKE TIF GENERAL	8,167.50
<b>Total for[220] FARNHAM &amp; GRIFFIN, P.C., L.L.O.</b>					<b>8,167.50</b>
<b>[186] First Nebraska Bank (Brainard)</b>					
7/17/2025	8/13/2025	133	8/13/2025	NURSING HOME BOND PAYMENT #133 AUGUST 2025 INTEREST \$2482.90 PRINCIPAL \$3479.60	5,962.50
<b>Total for[186] First Nebraska Bank (Brainard)</b>					<b>5,962.50</b>
<b>[2020002] FIRST NEBRASKA BANK (CREDIT CARD)</b>					
7/23/2025	8/13/2025		8/13/2025	CNA SURETY JONATHAN BARNHART NOTARY PUBLIC 15,000	40.00
7/14/2025	8/13/2025		8/13/2025	COOKIE DECORATING PROGRAM	39.98
7/24/2025	8/13/2025	15917	8/13/2025	INITIAL APPLICATION FOR NOTARY JONATHAN BARNHART	32.50
<b>Total for[2020002] FIRST NEBRASKA BANK (CREDIT CARD)</b>					<b>112.48</b>

**[203] FIRST STATE NEBRASKA BANK**

7/17/2025 8/13/2025 133 8/13/2025 NURSING HOME BOND PAYMENT #133 5,962.50  
AUGUST 2025  
INTEREST \$2482.90  
PRINCIPAL \$3479.60

**Total for[203] FIRST STATE NEBRASKA BANK 5,962.50**

**[619] FIVE NINES TECHNOLOGY GROUP INC**

8/01/2025 8/13/2025 114993 8/13/2025 AUGUST BILLING - ALL DEPARTMENTS 5,497.45

**Total for[619] FIVE NINES TECHNOLOGY GROUP INC 5,497.45**

**[1000196] FP FINANCE PROGRAM**

8/04/2025 8/13/2025 39824183 8/13/2025 STANDARD PAYMENT 152.95

**Total for[1000196] FP FINANCE PROGRAM 152.95**

**[635] Fremont Department of Utilities**

7/05/2025 8/13/2025 8/13/2025 MONTHLY SEWER CHARGE 61,449.38  
TEST - 06/03/2025 BOD 140/SOLIDS 166  
06/30/2025 - 89,910,264  
05/28/2025 - 72,143,304  
CONSUMPTION 14,766,960 GALLONS; 19,741 CCF

8/05/2025 8/13/2025 8/13/2025 MONTHLY SEWER CHARGE 54,520.30  
TEST - 07/09/2025 BOD 95/SOLIDS 100  
07/28/2025 - 100,010,531  
06/30/2025 - 86,910,264  
CONSUMPTION 13,100,267 GALLONS; 17,513 CCF

<b>Total for[635] Fremont Department of Utilities</b>	<b>115,969.68</b>
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**[2010061] GENE STEFFY**

7/11/2025	8/13/2025	8/13/2025	UNIT 51 DODGE DURANGO ROTATE 4 TIRES FULL DIAGNOSIS SEATBELT RECEIVER	455.45
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<b>Total for[2010061] GENE STEFFY</b>	<b>455.45</b>
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**[2058] GREAT PLAINS COMMUNICATIONS**

8/01/2025	8/13/2025	8/13/2025	LIBRARY/CITY HALL/BALLFIELDS/PUBLIC WORKS AUGUST 2025	686.85
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8/01/2025	8/13/2025	8/13/2025	50X50 HIGH SPEED INTERNET	67.18
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8/01/2025	8/13/2025	8/13/2025	TELEPHONE/INTERNET	244.28
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<b>Total for[2058] GREAT PLAINS COMMUNICATIONS</b>	<b>998.31</b>
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**[4308] GREAT PLAINS UNIFORMS**

8/07/2025	8/13/2025	42136-1	8/13/2025	AUSTIN KELLY GPU-B/W DUTY FLASHLIGHT 2800 HANDCUFF STRAP SAFETY NAVY L/XL	226.94
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<b>Total for[4308] GREAT PLAINS UNIFORMS</b>	<b>226.94</b>
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**[1205] HENRY CARLSON CONSTRUCTION LLC**

7/22/2025	8/13/2025	C-015-23	8/13/2025	Building Permit Refund - 600 E Meigs St (3M Addition) Permit# C-015-23	1,000.00
<b>Total for[1205] HENRY CARLSON CONSTRUCTION LLC</b>					<b>1,000.00</b>
<b>[9444] Host Coffee Service</b>					
7/08/2025	8/13/2025	5121000	8/13/2025	100 5 GALLON RO WATER	5.50
7/30/2025	8/13/2025	5150181	8/13/2025	DONUT SHOP BLEND 100% COLUMBIA DECAF SUGAR CANISTER HOST ND CREAMER	141.03
7/31/2025	8/13/2025	5154371	8/13/2025	POU WATER COOLER	31.03
<b>Total for[9444] Host Coffee Service</b>					<b>177.56</b>
<b>[2176400] JD'S CAR WASH &amp; DETAILING LLC</b>					
7/31/2025	8/13/2025		8/13/2025	JULY'S CAR WASHES	115.60
<b>Total for[2176400] JD'S CAR WASH &amp; DETAILING LLC</b>					<b>115.60</b>
<b>[1937] JEO CONSULTING</b>					
7/09/2025	8/13/2025	162698	8/13/2025	PROFESSIONAL SERVICES CITY PARK PHASE 1	900.00
<b>Total for[1937] JEO CONSULTING</b>					<b>900.00</b>
<b>[152] JOHN DEERE FINANCIAL</b>					

7/08/2025	8/13/2025	4224918	8/13/2025	LOCK NUT - \$30.44 BLADE (LEFT HAND, CW) - \$103.56 BLADE (RIGHT HAND, CCW) - \$103.56 BOLT - \$149.60 WASHER - \$39.04	426.20
7/10/2025	8/13/2025	4227363	8/13/2025	GUARD - \$34.48	34.48
<b>Total for[152] JOHN DEERE FINANCIAL</b>					<b>460.68</b>
<b>[1000246] LAKESHORE</b>					
6/10/2025	8/13/2025	90990139	8/13/2025	PAID FOR BY ALA GRANT AWARDED FY24 LOUNGE AND LEARN HIDEAWAY	780.85
<b>Total for[1000246] LAKESHORE</b>					<b>780.85</b>
<b>[1335] LARM</b>					
7/23/2025	8/13/2025	113655	8/13/2025	2025 FORD EXPLORER POLICE CRUISER - AUTO LIABILITY/PHYSICAL DAMAGE 10/01/2024 - 10/01/2025	164.11
<b>Total for[1335] LARM</b>					<b>164.11</b>
<b>[11245] LEAGUE OF NEBRASKA MUNICIPALITIES</b>					
8/08/2025	8/13/2025	195238	8/13/2025	LEAGUE OF NEBRASKA MUNICIPALITIES MEMBERSHIP DUES 09/01/2025 - 08/31/2026	32,092.00
<b>Total for[11245] LEAGUE OF NEBRASKA MUNICIPALITIES</b>					<b>32,092.00</b>
<b>[6048400] Lifetime Structures Inc.</b>					

8/07/2025	8/13/2025	R-060-23	8/13/2025 PERMIT REFUND @ 6304 N 293	1,000.00
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<b>Total for[6048400] Lifetime Structures Inc.</b>				<b>1,000.00</b>
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**[7034500] LIM CONSTRUCTION DBA EVOLVED STRUCTURES**

8/07/2025	8/13/2025	28608 JESSIE CR	8/13/2025 WATER DEPOSIT REFUND 28608 JESSIE CR	150.00
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7/22/2025	8/13/2025	R-144-24	8/13/2025 BUILDING PERMIT REFUND - 28568 JESSIE CR Permit# R-144-24	1,000.00
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7/22/2025	8/13/2025	R-147-24	8/13/2025 BUILDING PERMIT REFUND - 28467 LAUREL CR Permit# R-147-24	1,000.00
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7/10/2025	8/13/2025	R-152-24	8/13/2025 BUILDING PERMIT REFUND @ 28608 JESSIE CR	1,000.00
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7/11/2025	8/13/2025	WATER DEPOSIT REFUND	8/13/2025 WATER DEPOSIT REFUND	150.00
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<b>Total for[7034500] LIM CONSTRUCTION DBA EVOLVED STRUCTURES</b>				<b>3,300.00</b>
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**[1218] Lincoln Winwater Works Co**

7/30/2025	8/13/2025	112978 01	8/13/2025 12"X24" LUG REPAIR CLAMP	1,014.98
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<b>Total for[1218] Lincoln Winwater Works Co</b>				<b>1,014.98</b>
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**[842568] LOVE'S TRAVEL STOPS & COUNTRY STORE**

7/07/2025	8/13/2025	ACCT 3548803	8/13/2025 LOVE'S ACCT.# 3548803. POLICE/PUBLIC WORKS/BUILDING INSPECTOR INVOICES: 6014569707, 6014644264, 6014714992, 6014792306 06/30/2025 - 07/27/2025	482.03
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6/30/2025	8/13/2025	ACCT 3573399	8/13/2025 LOVE'S ACCT.# 3573399. POLICE INVOICES: 6014507241, 6014567429, 6014641002, 6014715017, 6014789962 06/23/2025 - 07/27/2025 Credit on acct. (\$1026.08) - bal. \$1457.81 = \$431.73 owed.	431.73
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<b>Total for[842568] LOVE'S TRAVEL STOPS &amp; COUNTRY STORE</b>				<b>913.76</b>
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**[3040] MC Lawns & Landscape**

7/17/2025	8/13/2025	4204 N 269 ST	8/13/2025 POOL PERMIT REFUND AT 4204 N 269 ST	1,000.00
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<b>Total for[3040] MC Lawns &amp; Landscape</b>				<b>1,000.00</b>
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**[1313] Michael Matzen**

8/05/2025	8/13/2025	21	8/13/2025 JULY CLEANING CITY HALL/LIBRARY	825.00
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<b>Total for[1313] Michael Matzen</b>				<b>825.00</b>
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**[1328] Michael Todd Industrial Supply**

7/16/2025	8/13/2025	219850	8/13/2025 DOUBLE FACED STREET SIGN S. WEST CUSTOM SIGN SPIRITOFPEACE.US	4.03
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7/24/2025	8/13/2025	219963	8/13/2025 DOUBLE FACED STREET SIGN GINGERWOODS RD DOUBLE FACED STREET NAME SIGN	294.82
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<b>Total for[1328] Michael Todd Industrial Supply</b>				<b>298.85</b>
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**[1331] Midwest Alarm Fire & Security Systems**

7/02/2025	8/13/2025	415683	8/13/2025 PUBLIC WORKS ACCESS/SECURITY MONITORING	135.00
<b>Total for[1331] Midwest Alarm Fire &amp; Security Systems</b>				<b>135.00</b>
<b>[3065] OPPD</b>				
8/04/2025	8/13/2025		8/13/2025 ALL DEPARTMENTS 06/09/2025 - 07/07/2025	26,767.99
<b>Total for[3065] OPPD</b>				<b>26,767.99</b>
<b>[1000252] Paramont Construction</b>				
7/22/2025	8/13/2025	R-138-24	8/13/2025 BUILDING PERMIT REFUND - 5620 N 279ST Permit# R-138-24	500.00
<b>Total for[1000252] Paramont Construction</b>				<b>500.00</b>
<b>[1617] PEOPLESERVICE INC</b>				
7/15/2025	8/13/2025	PS- INV108008	8/13/2025 AUGUST WATER/WASTEWATER	34,980.74
<b>Total for[1617] PEOPLESERVICE INC</b>				<b>34,980.74</b>
<b>[1645] POWERTECH</b>				
7/02/2025	8/13/2025	84324598	8/13/2025 CITY HALL GENERATOR SERVICE AGREEMENT	775.00
7/09/2025	8/13/2025	84324898	8/13/2025 GENERATOR SERVICE AGREEMENT	775.00
<b>Total for[1645] POWERTECH</b>				<b>1,550.00</b>
<b>[6050900] PRAIRIE HOMES</b>				
7/17/2025	8/13/2025	R-133-24	8/13/2025 PERMIT REFUND AT 6305 N 295 ST	1,000.00

<b>Total for[6050900] PRAIRIE HOMES</b>	<b>1,000.00</b>
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**[314] ROB'S OIL COMPANY INC**

6/26/2025	8/13/2025	40133	8/13/2025	516 GALLONS DIESEL DYED 132 GALLONS DIESEL CLEAR	1,778.36
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<b>Total for[314] ROB'S OIL COMPANY INC</b>	<b>1,778.36</b>
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**[0366] SOUTHEAST LIBRARY SYSTEM**

7/08/2025	8/13/2025	25046	8/13/2025	ANNUAL JOINT YOUTH SERVICES RETREAT 2025 BOTH DAYS, NO OVERNIGHTS INCLUDES LUNCH ON FRIDAY	180.00
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<b>Total for[0366] SOUTHEAST LIBRARY SYSTEM</b>	<b>180.00</b>
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**[2019902] THE DAILY RECORD**

7/18/2025	8/13/2025	1.70718E+13	8/13/2025	NOTICE OF MEETING - BOARD OF ADJUSTMENT	38.67
7/17/2025	8/13/2025	175607	8/13/2025	NOTICE OF RENEWAL OF RETAIL LIQOUR LICENSES	27.33
7/17/2025	8/13/2025	175608	8/13/2025	RENEWAL OF RETAIL LIQOUR LICENSE	27.33
7/17/2025	8/13/2025	175609	8/13/2025	RENEWAL OF RETAIL LIQOUR LICENSE	27.33
7/25/2025	8/13/2025	175851	8/13/2025	NOTICE OF MEETING MAYOR/CITY COUNCIL	49.82
8/12/2025	8/13/2025	176045	8/13/2025	NOTICE OF MEETING	27.33
8/12/2025	8/13/2025	176046	8/13/2025	NOTICE OF MEETING COMMUNITY DEVELOPMENT AGENCY	22.00
8/01/2025	8/13/2025	176047	8/13/2025	NOTICE OF MEETING PLANNING COMMISSION	149.38
8/01/2025	8/13/2025	176048	8/13/2025	NOTICE OF SPECIAL MEETING WORK SESSION	30.67

7/08/2025	8/13/2025	176093	8/13/2025 NOTICE OF REG MEETING MINUTES	94.00
8/08/2025	8/13/2025	176258	8/13/2025 NOTICE OF MEETING PLANNING COMMISSION	28.67

**Total for[2019902] THE DAILY RECORD 522.53**

**[7304] VALLEY ACE HARDWARE**

7/14/2025	8/13/2025	2146	8/13/2025 SPECIAL ORDER MASTER KEYS WITH EXTRAS: PICKLEBALL COURT LIGHTS SPRINKLER SYSTEM BOX ELECTRICAL PANEL PARK SHELTERS BREAKER BOX	467.76
7/15/2025	8/13/2025	2153	8/13/2025 HOSES TO SERVICE HOMES	401.65
7/18/2025	8/13/2025	2172	8/13/2025 CONCRETE MIX	68.72
7/21/2025	8/13/2025	2182	8/13/2025 601 W VALLEY REPAIR HOUSE SPIGOT DUE TO WATER MAIN REPAIR/ISSUE	27.99
7/28/2005	8/13/2025	2202	8/13/2025 DOOR STOP POLICE GARAGE	8.99
7/30/2025	8/13/2025	2217	8/13/2025 VALLEY DAYS BANNER	24.99

**Total for[7304] VALLEY ACE HARDWARE 1,000.10**

**[2233] Verizon Wireless**

7/04/2025	8/13/2025	6117689444	8/13/2025 06/05/2025 - 07/04/2025 GENERAL/POLICE	583.20
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**Total for[2233] Verizon Wireless 583.20**

**[2240] VRBA Construction**

7/08/2025	8/13/2025	1446	8/13/2025 WATER MAIN REPAIR 3RD & WALNUT 05/15/2025	6,187.50
7/08/2025	8/13/2025	1447	8/13/2025 WATER MAIN REPAIR @ 28555 POTTER ST 05/15/2025	4,840.00
7/08/2025	8/13/2025	1448	8/13/2025 WATER MAIN REPAIR @ MEIGS ST & 288 ST 05/12/2025	4,040.00
7/08/2025	8/13/2025	1449	8/13/2025 WATER MAIN REPAIR @ 619 MAYNE ST 04/23/2025	6,150.00
7/08/2025	8/13/2025	1450	8/13/2025 WORK COMPLETED @ 71 GINGER WOODS 06/07/2025	1,370.00
7/08/2025	8/13/2025	1451	8/13/2025 WATER MAIN REPAIR @ 3RD & N SPRUCE 06/10/2025	6,680.00

**Total for[2240] VRBA Construction** **29,267.50**

**[679859] Waste Connections of Nebraska Inc**

8/01/2025	8/13/2025	7357328T054	8/13/2025 LIBRARY/CITY HALL/BALLFIELDS/PUBLIC WORKS AUGUST 2025	312.74
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**Total for[679859] Waste Connections of Nebraska Inc** **312.74**

**[02] WIESE PLUMBING & EXCAVATING INC**

6/13/2025	8/13/2025	29555	8/13/2025 LEAKING PIPES AT WATER PLANT	2,576.34
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**Total for[02] WIESE PLUMBING & EXCAVATING INC** **2,576.34**

**[4443] Workplace Screening Intelligence LLC**

7/31/2025	8/13/2025	202507-053	8/13/2025 DRUG SCREEN - GROVER	70.20
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**Total for[4443] Workplace Screening Intelligence LLC** **70.20**

**[2175001] YMCA OF GREATER OMAHA**

8/04/2025 8/13/2025

8/13/2025 AUGUST 2025 MEMBERSHIPS

60.00

**Total for[2175001] YMCA OF GREATER OMAHA**

**60.00**

**Report Total**

**372,922.06**

**AUGUST 2025 ADDITIONAL BILLS:**

**EAKES - \$393.78**

**DIAMOND VOGEL - \$469.00**

**ANDERSON FORD OF LINCOLN - \$47,299.00**

**TREKK - \$5786.00**

**NEBRASKA SWEEPING INC - 3418.49**

**THE DAILY RECORD - \$56.67**

**VERIZON - \$577.22**

**CORE & MAIN - \$1229.85**

**CINTAS - \$116.27**

Pay Group: Payroll Period

**City of Valley**

**Gross Wages**

**Employee**

Hourly	\$34,024.59
Salary	\$17,076.92
Cell Phone Reimbursement	\$55.41
Other Taxable	\$52.53
Uniform	\$154.00
<b>Total:</b>	<b>\$51,363.45</b>

**Net Pay**

Net Check  
Direct Deposit

**Uncollected**

\$525.87

**Collected**

\$37,487.82

**Deductions (included in gross wages)**

**Uncollected**

**Collected**

2025 IRA 457(b)	\$1,681.01	\$0.00
2025 IRA 457(b) - Roth	\$582.60	\$0.00
AFLAC - Short Term Disability 2025	\$23.76	\$0.00
AFLAC - SPEVNT	\$15.84	\$0.00
AFLAC Accidental 2025	\$43.97	\$0.00
AFLAC Cancer 2025	\$30.54	\$0.00
Dental	\$15.78	\$0.00
Guardian - Basic Life & AD&D 2025-2026	\$0.00	\$0.00
Guardian - Employee Critical Illness 2025-2026	\$16.98	\$0.00
Guardian - LTD 2025-2026	\$0.00	\$0.00
Guardian - Spouse Critical Illness 2025-2026	\$6.32	\$0.00
Guardian - STD 2025-2026	\$0.00	\$0.00
Guardian - Vol Child Life & AD & D 2025-2026	\$1.50	\$0.00
Guardian - Vol Spouse Life & AD&D 2025-2026	\$3.15	\$0.00
Guardian - Voluntary Accident 2025-2026	\$45.99	\$0.00
Guardian Voluntary Employee Life & AD&D 2025-2026	\$60.45	\$0.00
Medical	\$296.67	\$0.00

Pay Code: 7796-26870-1688794

Pay Date: 07/11/2025

06/22/2025 through 07/05/2025

Pay Group: Payroll Period

**City of Valley**

MWG - Gap Insurance 2023	\$7.23	\$0.00
Vest	\$175.00	\$0.00
Vision	\$5.40	\$0.00
YMCA Membership (In-Network)	\$0.00	\$0.00
<b>Deduction Total:</b>	<b>\$3,515.39</b>	<b>\$0.00</b>

Employee Taxes (included in gross wages)	<b>Uncollected</b>	<b>Collected</b>
Federal	\$0.00	\$4,112.06
Medicare	\$0.00	\$735.74
Social Security	\$0.00	\$3,145.78
State (NE)	\$0.00	\$1,840.79
<b>Employee Tax Total:</b>	<b>\$0.00</b>	<b>\$9,834.37</b>

Employer Taxes	<b>Uncollected</b>	<b>Collected</b>
Medicare	\$0.00	\$735.74
NE-UI	\$0.00	\$26.16
Social Security	\$0.00	\$3,145.78
<b>Employer Tax Total:</b>	<b>\$0.00</b>	<b>\$3,907.68</b>

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**Grand Totals**

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<b>Uncollected</b>		<b>Collected</b>	
Checks To Print:	\$525.87	Direct Deposits:	\$37,487.82
Employee Taxes:	\$0.00	Employee Taxes:	\$9,834.37
Employer Taxes:	\$0.00	Employer Taxes:	\$3,907.68
Deductions:	\$3,515.39	Deductions:	\$0.00
		Fees:	\$194.22
		Other Collections:	\$0.00
		<b>Bank Transfer to BambooHR:</b>	<b>\$51,424.09</b>

Pay Group: Payroll Period

**City of Valley**

**Gross Wages**

**Employee**

Hourly	\$32,871.55
Salary	\$17,076.92
Cell Phone Reimbursement	\$55.41
Uniform	\$154.00
<b>Total:</b>	<b>\$50,157.88</b>

<b>Net Pay</b>	<b>Uncollected</b>	<b>Collected</b>
Net Check	\$1,183.49	
Direct Deposit		\$35,671.94

<b>Deductions (included in gross wages)</b>	<b>Uncollected</b>	<b>Collected</b>
2025 IRA 457(b)	\$1,688.94	\$0.00
2025 IRA 457(b) - Roth	\$577.31	\$0.00
AFLAC - Short Term Disability 2025	\$23.76	\$0.00
AFLAC - SPEVNT	\$15.84	\$0.00
AFLAC Accidental 2025	\$43.97	\$0.00
AFLAC Cancer 2025	\$30.54	\$0.00
Dental	\$15.78	\$0.00
Guardian - Basic Life & AD&D 2025-2026	\$0.00	\$0.00
Guardian - Employee Critical Illness 2025-2026	\$16.98	\$0.00
Guardian - LTD 2025-2026	\$0.00	\$0.00
Guardian - Spouse Critical Illness 2025-2026	\$6.32	\$0.00
Guardian - STD 2025-2026	\$0.00	\$0.00
Guardian - Vol Child Life & AD & D 2025-2026	\$1.50	\$0.00
Guardian - Vol Spouse Life & AD&D 2025-2026	\$3.15	\$0.00
Guardian - Voluntary Accident 2025-2026	\$45.99	\$0.00
Guardian Voluntary Employee Life & AD&D 2025-2026	\$60.45	\$0.00
Medical	\$296.67	\$0.00
MWG - Gap Insurance 2023	\$7.23	\$0.00

Pay Code: 7796-26870-1688797

Pay Date: 07/25/2025

07/06/2025 through 07/19/2025

Pay Group: Payroll Period

**City of Valley**

Vest	\$175.00	\$0.00
Vision	\$5.40	\$0.00
YMCA Membership (In-Network)	\$0.00	\$0.00
<b>Deduction Total:</b>	<b>\$3,518.03</b>	<b>\$0.00</b>

Employee Taxes (included in gross wages)	<b>Uncollected</b>	<b>Collected</b>
Federal	\$0.00	\$4,160.20
Medicare	\$0.00	\$718.22
Social Security	\$0.00	\$3,071.05
State (NE)	\$0.00	\$1,834.95
<b>Employee Tax Total:</b>	<b>\$0.00</b>	<b>\$9,784.42</b>

Employer Taxes	<b>Uncollected</b>	<b>Collected</b>
Medicare	\$0.00	\$718.22
NE-UI	\$0.00	\$22.22
Social Security	\$0.00	\$3,071.05
<b>Employer Tax Total:</b>	<b>\$0.00</b>	<b>\$3,811.49</b>

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**Grand Totals**

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**Uncollected**

Checks To Print:	\$1,183.49
Employee Taxes:	\$0.00
Employer Taxes:	\$0.00
Deductions:	\$3,518.03

**Collected**

Direct Deposits:	\$35,671.94
Employee Taxes:	\$9,784.42
Employer Taxes:	\$3,811.49
Deductions:	\$0.00
Fees:	\$0.00
Other Collections:	\$0.00

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**Bank Transfer to BambooHR: \$49,267.85**

City of Valley

Employee	Hours	Deduction Amount	YTD Total	Employer Amount	Employer YTD Total
<b>2025 IRA 457(b)</b>					
Adams, Brandon	81.03	\$180.93	\$2,200.48	\$180.93	\$2,200.48
Barnhart, Jonathan	80.07	\$120.18	\$120.18	\$120.18	\$120.18
Cassell, Andrew	81.48	\$0.00	\$0.00	\$80.67	\$1,101.20
Clark, Caleb	5.22	\$145.20	\$9,231.48	\$9.43	\$599.77
Dohrmann, Kenneth	81.15	\$191.53	\$2,717.66	\$191.53	\$2,717.66
Donnermeyer, Christie	80.00	\$265.39	\$3,694.44	\$159.23	\$2,216.61
Musson, James	82.70	\$131.64	\$1,920.33	\$131.64	\$1,920.33
Sheets, Tim	84.83	\$167.97	\$2,394.16	\$167.97	\$2,394.16
Sorensen, Lori	67.20	\$0.00	\$0.00	\$106.85	\$1,499.56
Spilinek, Bryan	82.47	\$176.43	\$176.43	\$176.43	\$176.43
Stewart, Samantha	80.00	\$0.00	\$0.00	\$143.08	\$1,976.02
Van Den Boogaart, Jeroen	80.00	\$180.77	\$2,513.43	\$216.92	\$3,016.06
Willmann, Geoffrey	84.90	\$120.97	\$1,637.45	\$120.97	\$1,637.45
<b>Grand Total</b>					
<b>Total Count: 13</b>	<b>Grand Total: 971.05</b>	<b>\$1,681.01</b>	<b>\$26,606.04</b>	<b>\$1,805.83</b>	<b>\$21,575.91</b>

\* 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
<b>2025 IRA 457(b) - Roth</b>					
Cassell, Andrew	81.48	\$80.67	\$1,101.20	\$0.00	\$0.00
Sorensen, Lori	67.20	\$178.08	\$2,499.30	\$0.00	\$0.00
Stewart, Samantha	80.00	\$143.08	\$1,976.02	\$0.00	\$0.00
Van Den Boogaart, Jeroen	80.00	\$180.77	\$2,513.43	\$0.00	\$0.00
<b>Grand Total</b>					
<b>Total Count: 4</b>	<b>Grand Total: 308.68</b>	<b>\$582.60</b>	<b>\$8,089.95</b>	<b>\$0.00</b>	<b>\$0.00</b>

\* 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
<b>2025 IRA 457(b)</b>					
Adams, Brandon	89.92	\$199.35	\$2,399.83	\$199.35	\$2,399.83
Barnhart, Jonathan	80.05	\$120.11	\$240.29	\$120.11	\$240.29
Cassell, Andrew	80.38	\$0.00	\$0.00	\$79.84	\$1,181.04
Clark, Caleb	5.28	\$147.05	\$9,378.53	\$9.55	\$609.32
Dohrmann, Kenneth	83.48	\$192.83	\$2,910.49	\$192.83	\$2,910.49
Donnermeyer, Christie	80.00	\$265.39	\$3,959.83	\$159.23	\$2,375.84
Musson, James	81.10	\$129.43	\$2,049.76	\$129.43	\$2,049.76
Sheets, Tim	81.47	\$160.78	\$2,554.94	\$160.78	\$2,554.94
Sorensen, Lori	65.52	\$0.00	\$0.00	\$104.17	\$1,603.73
Spilinek, Bryan	82.25	\$175.19	\$351.62	\$175.19	\$351.62
Stewart, Samantha	80.00	\$0.00	\$0.00	\$143.08	\$2,119.10
Van Den Boogaart, Jeroen	80.00	\$180.77	\$2,694.20	\$216.92	\$3,232.98
Willmann, Geoffrey	81.90	\$118.04	\$1,755.49	\$118.04	\$1,755.49
<b>Grand Total</b>					
<b>Total Count: 13</b>	<b>Grand Total: 971.35</b>	<b>\$1,688.94</b>	<b>\$28,294.98</b>	<b>\$1,808.52</b>	<b>\$23,384.43</b>

\* 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
<b>2025 IRA 457(b) - Roth</b>					
Cassell, Andrew	80.38	\$79.84	\$1,181.04	\$0.00	\$0.00
Sorensen, Lori	65.52	\$173.62	\$2,672.92	\$0.00	\$0.00
Stewart, Samantha	80.00	\$143.08	\$2,119.10	\$0.00	\$0.00
Van Den Boogaart, Jeroen	80.00	\$180.77	\$2,694.20	\$0.00	\$0.00
<b>Grand Total</b>					
<b>Total Count: 4</b>	<b>Grand Total: 305.90</b>	<b>\$577.31</b>	<b>\$8,667.26</b>	<b>\$0.00</b>	<b>\$0.00</b>

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

# Commission Summary

Date

7/18/2025



**Paid to**  
City of Valley

**For Period**  
7/1-7/15/2025

Description	Amount
	4,490.54

**Amount** \$4,490.54

# Commission Summary

Date

8/5/2025



**Paid to**  
City of Valley

**For Period**  
7/16-7/31/2025

Description	Amount
	3,408.77

**Amount** \$3,408.77

Date: August 7, 2025

To: City of Valley

Report by: Jeremy Beam, Lead Operator

O & M Report: July 2025

### **Water Operation & Maintenance:**

- At the beginning of the month, we worked with Vrba on the Park Street water main replacement. We had to shut off the water to the area four times. Each time, it was to tie the new water main into the existing lines. There were several difficult connections due to sewer lines so close to the water mains, requiring a lot of hand digging to avoid breaking lines. The water main is now completed, and all residents are hooked up to the new water main. However, while hooking up one of the homeowner's service lines, a contractor was shocked. Vrba contacted the homeowner and had to cut the power to the house to safely complete the connection. This house needs to be inspected, as it is putting electricity down the water main, which could pose a problem for future work on the line.
- On the 14<sup>th</sup>, Vrba made connections on Valley and Platte. This took a few hours due to dealing with groundwater. We also discovered that the water line coming from Timber Shores under the lake to Flat Water was not on, so Flat Water did not have water as expected.

Once the connections were made, we opened fire hydrants on the line and a few residents' spigots. We turned the water on very slowly, but somehow the water main blew a hole near the railroad tracks. We had to shut the water main off again. To get water to Flat Water, the water operators searched for the closed valves. After some hunting, we found the valves that were off, and the operators turned them on to restore water to Flat Water.

Vrba attempted to fix the water main break, but since the water line is at a depth of 10 feet and surrounded by groundwater, they used two vac trucks to suck out the groundwater. However, the trucks couldn't keep up, so Vrba could not complete the repairs. A dewatering well was installed to allow for repairs and to prevent the railroad tracks from being undermined.

On the 15<sup>th</sup>, hoses were run to the homeowners on the affected line so they would still have water while the main was being repaired.

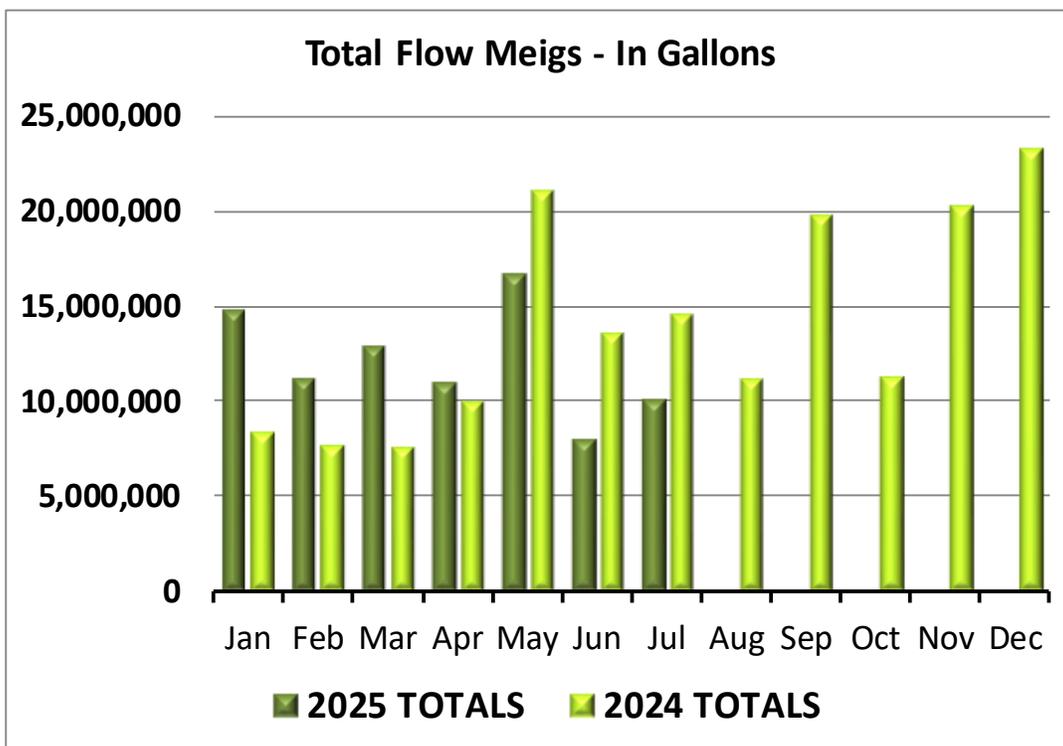
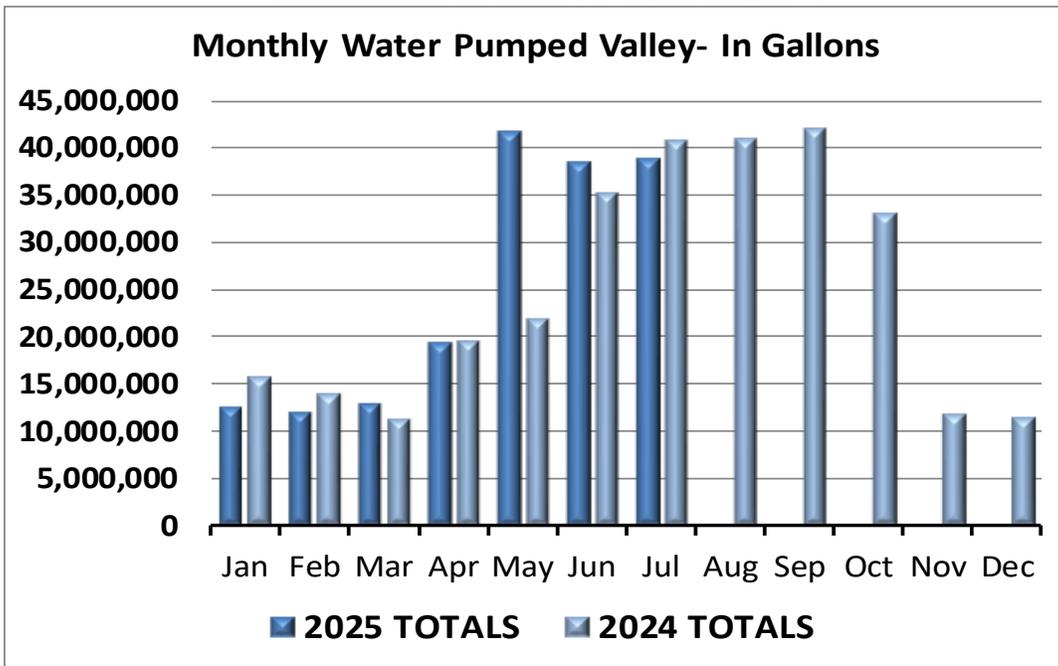
- On the 17<sup>th</sup>, the dewatering well had lowered the groundwater enough to repair the main. Once we accessed the main, we discovered large rocks on top of the water main. From what we could tell, the rocks were rubbing on the water main and weakened the main from the vibration of the water main and the trains going over the tracks.
- Meters were read on the 29<sup>th</sup> with 90.4% read, the best month to date. Water shut offs were also completed.

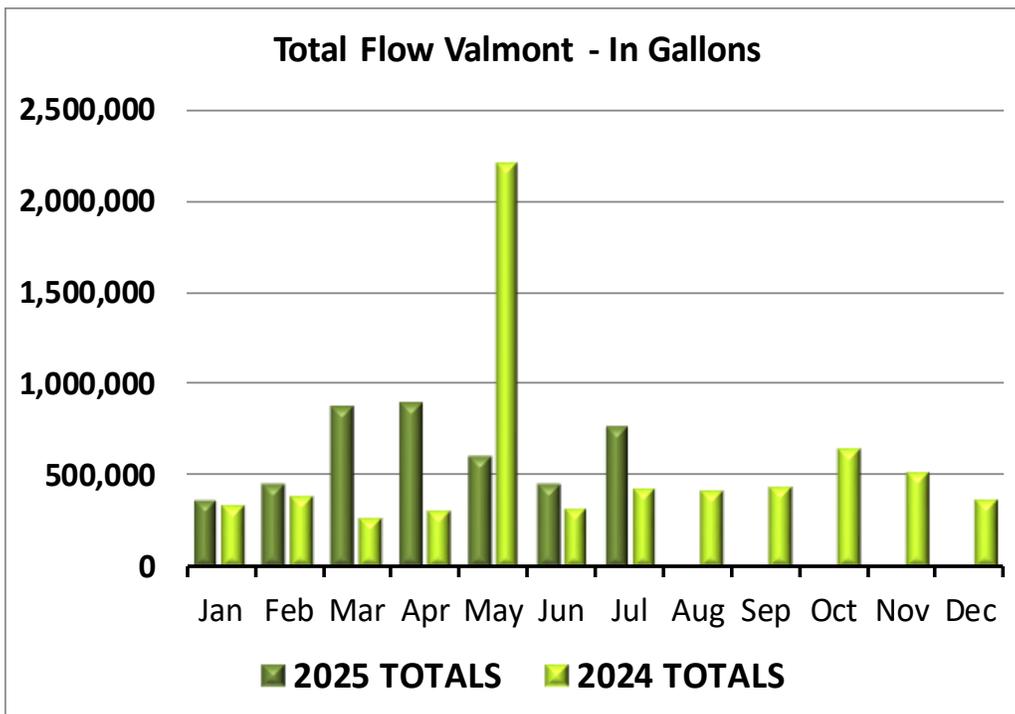
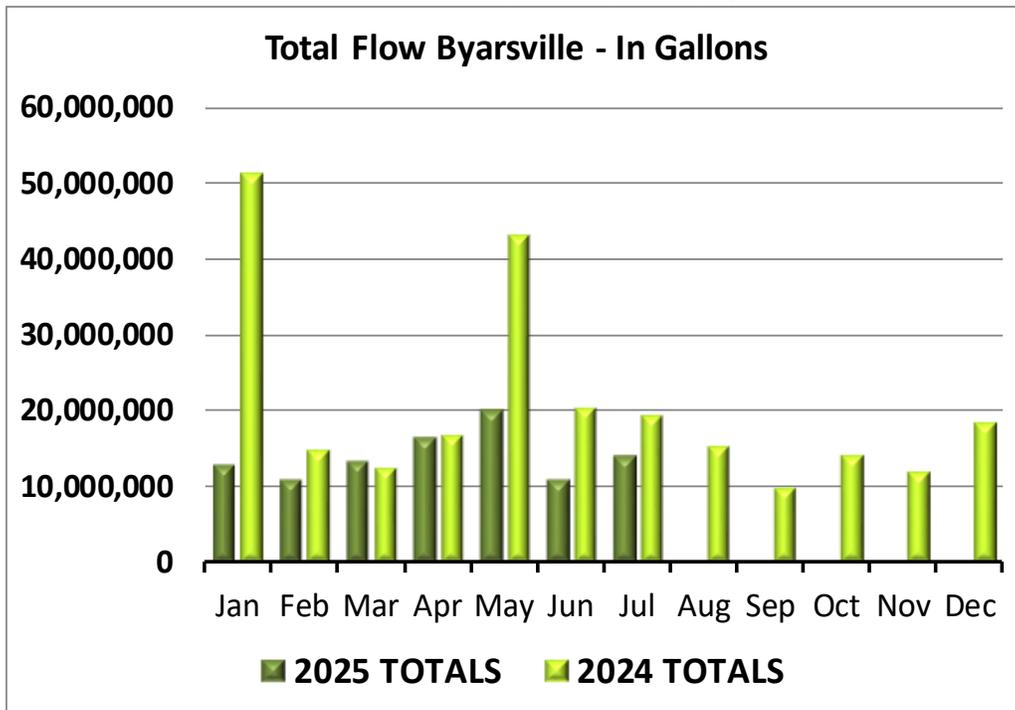
- There were 486 locates performed during the month.
- There were 14 discolored water complaints for the month. We assisted the homeowners, and all issues were resolved with a little flushing.

**Wastewater Operation & Maintenance:**

- On the 17<sup>th</sup>, we worked on Ginger Woods lift station #3, where the pumps were not working. We pulled the pumps and found that the control cable on one pump had been pulled into the pump and cut. The other pump wouldn't work at all. We had Zach from West-E-Con inspect it. This lift station is at least 60 years old, and we plan to include its replacement in the budget. With this lift station and three others, operators must enter them to disconnect the pumps. New state regulations now require that all new lift stations be on a rail system to eliminate the need for operators to enter. The lift station is currently running on a bypass pump, and new pumps have been ordered, with a 6–8-week lead time. In the meantime, we are monitoring the station closely, as heavy rain has been introducing a lot of rainwater into the system. The sewer lines need to be inspected to see where the rainwater is getting into the sewer. This can be done in a couple of ways, with a camera or smoke.
- Dairy Queen lift station had a pump failure; we pulled it and sent it in to be rebuilt. The repair cost exceeds 50% of the cost of a new pump. We have escalated the issue to the engineer because we may need larger pumps due to the new development near Loves. We're also dealing with issues from people at Loves flushing undergarments along with other items which have caused blockages in the pumps. Additionally, sand from the car wash is entering the sewer, damaging the pumps and wearing down the blades. PeopleService will be working with City Staff and Eagle Engineering to develop solutions to these issues.
- The Rainwater lift station on Meigs Street is currently without a working pump. These pumps are large and have had recurring issues. The pump is currently being rebuilt, but we do not have a timeline for its return. Given that the lift station has never been able to handle significant rainwater influx, it often causes flooding on East Street, Meigs, and Main Street. We believe it may be worth considering decommissioning this lift station.

Water	Units	July-25	June-25	July-24
<b>Total Monthly Pumped Valley</b>	gallons	38,815,000	38,602,000	40,863,000
<b>Daily Average Pumped Valley</b>	gallons	1,202,000	1,258,000	1,377,000
<b>Average Fluoride Residual</b>	mg/L	0.00	0.00	0.00
<b>Fluoride used</b>	lbs	141.80	155.10	167.00
<b>Average Chlorine Residual</b>	mg/L	0.43	0.47	0.60
<b>Chlorine used</b>	lbs	3,870.00	3,500.00	5,026.00
<b>Potassium Permanganate</b>	lbs	1,332.00	1,176.00	930.00
<b>Wastewater</b>				
<b>Effluent Flow</b>				
<b>Total Flow Meigs Street</b>	gallons	10,077,000	7,956,000	14,566,000
<b>Avg Daily Flow Meigs Street</b>	gallons	325,000	265,000	465,000
<b>Total Flow Byersville</b>	gallons	13,857,000	10,797,000	19,479,000
<b>Avg Daily Flow Byersville</b>	gallons	447,000	360,000	628,000
<b>Total Flow Valmont</b>	gallons	758,000	450,000	428,780
<b>Avg Daily Flow Valmont</b>	gallons	25,000	15,000	13,831





Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Maintenance Budget	\$32,162.00	\$10,207.00	32%	83%
<b>Total</b>	<b>\$32,162.00</b>	<b>\$10,207.00</b>	<b>32%</b>	<b>100%</b>

**July Work Orders Completed:**

Completed	Equipment	Location	Task
07/01/25	GINGER WOODS LIFT STATION #3	30029 WW Valley, NE	LS Annual PM
07/01/25	MEIGS ST & BYERSVILLE LS PUMPS	30029 WW Valley, NE	Service Equipment
07/01/25	LIFT STATION #1-VALLEY, NE SYST	30029 WW Valley, NE	LS Monthly PM
07/01/25	VALLEY SHORES LIFT STATION 1	30029 WW Valley, NE	LS Monthly PM
07/01/25	VALLEY SHORES LIFT STATION 2	30029 WW Valley, NE	LS Monthly PM
07/01/25	VALLEY SHORES LIFT STATION 3	30029 WW Valley, NE	LS Monthly PM
07/01/25	AIR COMPRESSOR	30029 WT Valley, NE	Inspection
07/01/25	AIR COMPRESSOR	30029 WT Valley, NE	Inspection
07/01/25	FIRST AID KIT	30029 WT Valley, NE	Inspection
07/01/25	HARNESS	30029 WT Valley, NE	Inspection
07/01/25	HOIST AND WINCHES	30029 WT Valley, NE	Inspection
07/01/25	LADDERS	30029 WT Valley, NE	Inspection
07/01/25	PORTABLE GAS MONITOR	30029 WT Valley, NE	Calibrate Equipment
07/01/25	PORTABLE GAS MONITOR	30029 WT Valley, NE	Calibrate Equipment
07/01/25	TRIPOD	30029 WT Valley, NE	Inspection
07/01/25	FIRE EXTINGUISHERS	30029 WT Valley, NE	Inspection
07/01/25	FIRE EXTINGUISHERS	30029 WT Valley, NE	Inspection

Completed	Equipment	Location	Task
07/02/25	GINGER COVE LIFT STATION #2	30029 WW Valley, NE	LS Annual PM
07/02/25	GINGER WOODS LIFT STATION #1	30029 WW Valley, NE	LS Monthly PM
07/02/25	GINGER WOODS LIFT STATION #1	30029 WW Valley, NE	LS Annual PM
07/02/25	GINGER WOODS LIFT STATION #2	30029 WW Valley, NE	LS Monthly PM
07/02/25	GINGER WOODS LIFT STATION #2	30029 WW Valley, NE	LS Annual PM
07/02/25	GINGER WOODS LIFT STATION #3	30029 WW Valley, NE	LS Monthly PM
07/03/25	GINGER COVE LIFT STATION #2	30029 WW Valley, NE	LS Monthly PM
07/07/25	BLUEWATER LIFTSTATION 2	30029 WW Valley, NE	LS Monthly PM
07/07/25	BLUEWATER LIFTSTATION 3	30029 WW Valley, NE	LS Monthly PM
07/07/25	BLUEWATER LIFTSTATION 4	30029 WW Valley, NE	LS Monthly PM
07/07/25	BLUEWATER LIFTSTATION 5	30029 WW Valley, NE	LS Monthly PM
07/07/25	BLUEWATER LIFTSTATION 6	30029 WW Valley, NE	LS Monthly PM
07/07/25	BLUEWATER LIFTSTATION 7	30029 WW Valley, NE	LS Monthly PM
07/07/25	GINGER COVE LIFT STATION #1	30029 WW Valley, NE	LS Monthly PM
07/07/25	GINGER COVE LIFT STATION #1	30029 WW Valley, NE	LS Annual PM
07/08/25	MALLARD LANDING LIFT STATION 2	30029 WW Valley, NE	LS Monthly PM
07/08/25	MALLARD LANDING LIFT STATION 3	30029 WW Valley, NE	LS Monthly PM
07/08/25	MALLARD LANDING LIFT STATION 4	30029 WW Valley, NE	LS Monthly PM
07/08/25	MEIGS LS EMERGENCY GENERATOR	30029 WW Valley, NE	LS Monthly PM
07/08/25	REGIONAL LS EMERGENCY GENERATOR	30029 WW Valley, NE	LS Monthly PM
07/08/25	VALHAVEN LIFTSTATION	30029 WW Valley, NE	LS Monthly PM

Completed	Equipment	Location	Task
07/08/25	BLUEWATER LIFTSTATION 1	30029 WW Valley, NE	LS Monthly PM
07/09/25	BYERSVILLE LS EMERGENCY GENERATOR	30029 WW Valley, NE	LS Monthly PM
07/09/25	COUNTRY AIRE LIFTSTATION	30029 WW Valley, NE	LS Monthly PM
07/09/25	COUNTRY AIRE LIFTSTATION	30029 WW Valley, NE	LS Annual PM
07/09/25	DAIRY QUEEN LIFTSTATION	30029 WW Valley, NE	LS Monthly PM
07/09/25	MALLARD LANDING LIFT STATION 1	30029 WW Valley, NE	LS Monthly PM
07/10/25	2 INCH TRASH PUMP #3	30029 WW Valley, NE	Inspection
07/10/25	LIFT STATION #1-VALLEY, NE SYST	30029 WW Valley, NE	LS Monthly PM
07/10/25	VALLEY SHORES LIFT STATION 1	30029 WW Valley, NE	LS Monthly PM
07/10/25	VALLEY SHORES LIFT STATION 2	30029 WW Valley, NE	LS Monthly PM
07/10/25	VALLEY SHORES LIFT STATION 3	30029 WW Valley, NE	LS Monthly PM
07/10/25	WATER PLANT EMERGENCY GENERATOR	30029 WT Valley, NE	Service Equipment
07/11/25	GINGER COVE LIFT STATION #1	30029 WW Valley, NE	LS Monthly PM
07/11/25	GINGER COVE LIFT STATION #2	30029 WW Valley, NE	LS Monthly PM
07/11/25	GINGER WOODS LIFT STATION #1	30029 WW Valley, NE	LS Monthly PM
07/11/25	GINGER WOODS LIFT STATION #2	30029 WW Valley, NE	LS Monthly PM
07/11/25	GINGER WOODS LIFT STATION #3	30029 WW Valley, NE	LS Monthly PM
07/14/25	BLUEWATER LIFTSTATION 6	30029 WW Valley, NE	LS Monthly PM
07/14/25	BLUEWATER LIFTSTATION 6	30029 WW Valley, NE	LS Annual PM
07/14/25	BLUEWATER LIFTSTATION 7	30029 WW Valley, NE	LS Monthly PM
07/14/25	BLUEWATER LIFTSTATION 7	30029 WW Valley, NE	LS Annual PM

Completed	Equipment	Location	Task
07/15/25	BLUEWATER LIFTSTATION 3	30029 WW Valley, NE	LS Annual PM
07/15/25	BLUEWATER LIFTSTATION 4	30029 WW Valley, NE	LS Monthly PM
07/15/25	BLUEWATER LIFTSTATION 4	30029 WW Valley, NE	LS Annual PM
07/15/25	BLUEWATER LIFTSTATION 5	30029 WW Valley, NE	LS Monthly PM
07/15/25	BLUEWATER LIFTSTATION 5	30029 WW Valley, NE	LS Annual PM
07/16/25	MALLARD LANDING LIFT STATION 4	30029 WW Valley, NE	LS Monthly PM
07/16/25	MEIGS LS EMERGENCY GENERATOR	30029 WW Valley, NE	LS Monthly PM
07/16/25	REGIONAL LS EMERGENCY GENERATOR	30029 WW Valley, NE	LS Monthly PM
07/16/25	VALHAVEN LIFTSTATION	30029 WW Valley, NE	LS Monthly PM
07/16/25	BLUEWATER LIFTSTATION 1	30029 WW Valley, NE	LS Monthly PM
07/16/25	BLUEWATER LIFTSTATION 1	30029 WW Valley, NE	LS Annual PM
07/16/25	BLUEWATER LIFTSTATION 2	30029 WW Valley, NE	LS Monthly PM
07/16/25	BLUEWATER LIFTSTATION 2	30029 WW Valley, NE	LS Annual PM
07/16/25	BLUEWATER LIFTSTATION 3	30029 WW Valley, NE	LS Monthly PM
07/17/25	BYERSVILLE LS EMERGENCY GENERATOR	30029 WW Valley, NE	LS Monthly PM
07/17/25	COUNTRY AIRE LIFTSTATION	30029 WW Valley, NE	LS Monthly PM
07/17/25	DAIRY QUEEN LIFTSTATION	30029 WW Valley, NE	LS Monthly PM
07/17/25	MALLARD LANDING LIFT STATION 1	30029 WW Valley, NE	LS Monthly PM
07/17/25	MALLARD LANDING LIFT STATION 2	30029 WW Valley, NE	LS Monthly PM
07/17/25	MALLARD LANDING LIFT STATION 3	30029 WW Valley, NE	LS Monthly PM

**DAILY RECORDS****July 2025**

	<b>This month</b>	<b>Last month</b>	<b>Last year</b>
<b>LIBRARY VISITS:</b>			
Adults	518	525	378
Children	1048	1243	1189
Computers			
Adults	19	17	29
Children	106	110	60
Fax/Copies	41	38	43
<b>REFERENCE TRANSACTIONS</b>			
Locating Library Materials	76	72	86
Readers' Advisory	31	35	25
Account info and renewals	57	37	16
Technology Assistance	88	23	88
Local Info	74	53	22
General Info	458	410	350
<b>Total</b>	<b>784</b>	<b>630</b>	<b>587</b>
<b>TOTAL NUMBER OF LIBRARY PROGRAMS:</b>			
Adults	5	7	6
Teens	5	9	5
Children	18	19	17
Pre-K	4	4	3
<b>Total</b>	<b>32</b>	<b>39</b>	<b>30</b>
<b>TOTAL PROGRAM ATTENDANCE:</b>			
Adults	32	46	37
Teens	23	45	22
Children	539	802	704
Pre-K	23	34	180
<b>Total</b>	<b>617</b>	<b>927</b>	<b>943</b>
<b>NEW PATRONS</b>			
Valley	7	13	5
Douglas County	6	7	6
Non-Douglas County	0	3	3
<b>Total</b>	<b>13</b>	<b>23</b>	<b>14</b>
<b>Volunteers/hours</b>	<b>1/3</b>	<b>3/20</b>	<b>4/10</b>
<b>MATERIALS CHECKED OUT:</b>			
Adult	1062	863	1471
Children	2388	1986	2634
Overdrive	395	388	299

## **May 8<sup>th</sup>, 2025 Valley Public Library Board of Trustees Minutes**

**Call to Order:** President, Kyle Held, called the meeting to order at 6:32 p.m.

**Roll Call:** Trustees answering roll call: Kyle Held, Moria Winters, and James Musson. Library Director, Sami Stewart was also in attendance. Haley Cortez and Theresa Samson were absent.

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

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

**Recognition of Visitors/Correspondence:** None.

**Public Comment:** None was given.

**Approval of Prior Meetings Minutes:** Motion to approve the November minutes was made by J. Musson, seconded by H. Cortez. Yeas: K. Held, J. Musson, and M. Winters. Nays: none. Motion carried 3- 0.

### **Reports**

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

**B. Library Director:** S. Stewart had emailed the Librarian's report; she then went over verbally and answered questions.

**C. Friends of the Library:** No official report. Friends will meet on May 14<sup>th</sup> at 6:00pm.

**D. Foundation:** No official report.

### **Old Business:**

**A. None.**

### **New Business**

**A. Summer Reading Preview –** S. Stewart presented an overview of Summer Reading activities and answered questions from the board.

**B. Payment Acceptancy Policy Adoption** – We are now able to accept credit cards, and need to adopt a policy to govern their acceptance. S. Stewart presented a credit/debit card acceptance policy and answered questions from the board. J. Musson made a motion to approve the policy, M. Winters seconded. Yeas: K. Held, J. Musson, and M. Winters. Nays: None. Motion carried 3-0.

**Comments and Announcements by Board Members:**

S. Stewart reported that T. Samson is resigning from the board, effective after the July meeting.

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

Next meeting will be July 10<sup>th</sup>, 2025 at 6:30pm.

Respectfully submitted,

Sami Stewart, acting as Secretary

CITY OF VALLEY  
VALLEY PLANNING COMMISSION MINUTES  
June 17, 2025

**1 and 2. Roll Call and Call to Order:** Larry Bottger, Chairman, Kyle Anderson, Scott Burke, Mark Conrey, Brian Foutch, Greg Sunde and Jim Tomanek. Absent: Daneille Lowry and Jeremy Mayer. Also present: Mayor Cindy Grove, Clerk Christie Donnermeyer, Deputy Clerk Jon Barnhart, Building Inspector Rune van den Boogaart, City Engineer Greg Perry, and City Attorney Andrea Griffin.

Chairman Bottger 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 desk.

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

**6. Approval of Agenda:** Member Tomanek moved to approve the agenda. Anderson seconded. YES: Bottger, Anderson, Burke, Conrey, Foutch, Sunde and Tomanek. NO: no one. ABSENT: Lowry and Mayer. Motion carried.

**7. Consent Agenda:** Member Foutch moved to approve the consent agenda. Conrey seconded. YES: Bottger, Anderson, Burke, Conrey, Foutch, Sunde and Tomanek. NO: no one. ABSENT: Lowry and Mayer. Motion carried. Items on the consent agenda: May 20, 2025 meeting minutes.

**8. Public Hearings**

Centaur Development hearing to recommend approval of waiver from site design standards Lots 2, L and J subdivision. Chairman Bottger opened the public hearing. Travis Brodersen, 27080 Rainwood Rd, Valley addressed the commission regarding the request for the waiver. The Building Inspector addressed the Commission and requested that the Commission enforce the design standards already in place. Chairman Bottger closed the public hearing. After discussion, Bottger moved to deny the waiver request. Foutch seconded. YES: Bottger, Anderson, Burke, Conrey, Foutch, Sunde and Tomanek. NO: no one. ABSENT: Lowry and Mayer. Motion carried.

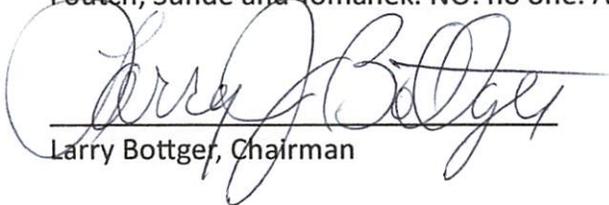
Ordinance hearing to recommend amending existing sections of the City of Valley Zoning Regulations relating to Use Limitations within I-1 light industrial districts. Chairman Bottger opened the public hearing. The Building Inspector addressed the Commission and recommended an addition to the matrix to add a line item for a conditional use permit and limit the percentage to 25%. Chairman Bottger closed the public hearing. After discussion, Bottger moved to table the

matter. Conrey seconded. YES: Bottger, Anderson, Burke, Conrey, Foutch, Sunde and Tomanek. NO: no one. ABSENT: Lowry and Mayer. Motion carried.

Ordinance hearing to recommend amending existing sections of the City of Valley Zoning Regulations relating to Commercial Design Standards in Designated Commercial Areas. Chairman Bottger opened the public hearing. The Building Inspector addressed the Commission regarding the request. City Attorney Griffin addressed the Commission to clarify where we are regarding the standards and what options were available. Bob Hampton, Hampton Development, 4089 S. 84<sup>th</sup> St. Omaha. Bob addressed the Commission with concerns regarding the current design standards, and recommended formation of a committee to develop simpler design standards or minimum design standards. Michael Nachreiner and Cathy Nachreiner, JNM Construction, 314 W Reichmuth Rd. addressed the Commission with concerns regarding the design standards for commercial areas. They would like to expand and build a new building. The Building Inspector addressed this concern and informed them that the design standards are not applicable in industrial areas. Jason Troshynski, Grace Homes, Elkhorn, wanted clarification if the design standards applied in transitional ag. The Building Inspector responded that the original idea was to differentiate between different types of streets and apply different standards to the respective street types. The City Engineer was then asked to define and determine the street types in Valley. The Building Inspector requested that the fee for the City Engineer to define and determine the street types be assessed to the requestor. After discussion, Bottger moved to recommend the amendment to City Council. Motion failed due to lack of second. After further discussion, Bottger moved to table the matter. Foutch seconded. YES: Bottger, Anderson, Burke, Conrey, Foutch, Sunde and Tomanek. NO: no one. ABSENT: Lowry and Mayer. Motion carried.

Flatwater Lakes Estates LLC (Champion Shores) hearing to recommend approval of the substandard and blight study. Chairman Bottger opened the public hearing. City Attorney Griffin addressed the Commission with an overview of the process for approval of the study. Brent Beller, attorney for the developer, addressed the Commission regarding the terms “blighted and substandard” are TIF requirement terms and not the opinion of the developer. Chairman Bottger closed the public hearing. After discussion, Tomanek moved to recommend that the City Council declare the area as blighted and substandard. Anderson seconded. YES: Bottger, Anderson, Burke, Conrey, Foutch, Sunde and Tomanek. NO: no one. ABSENT: Lowry and Mayer. Motion carried.

Chairman Bottger moved to adjourn. Sunde seconded. YES: Bottger, Anderson, Burke, Conrey, Foutch, Sunde and Tomanek. NO: no one. ABSENT: Lowry and Mayer. Motion carried.

  
Larry Bottger, Chairman

  
Christie Donnermeyer, City Clerk

**Valley Cemetery Board**

**Valley City Hall**

**July 17th, 2025, 6:30pm**

**Meeting Minutes**

Present: Members – Dean, Lindi, Krista, Kurt

Guests: Gerri Nordell

Meeting called to order at 6:39pm.

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

Meeting minutes approved by: Kurt

Seconded by: Lindi

All in favor, motion carried.

**Old Business:**

*Snide Property-* Everett updated Krista on the city's cleanup progress prior to the meeting. The city attorney is working with the property owner/attorney.

*Columbarium-* There was discussion about presenting a Columbarium request at the August City Council meeting agenda. Discussion included the increasing cremation rates versus burials and need for above ground options and also affordability of columbarium versus ground internment. Kurt to request and present.

*Appearance of cemetery-* Lindi updated kiosk letters. The board extended their thanks!

**New Business:**

*Update of contact info-* With help from Christie, moving forward requests for info will go to [clerk@valleyne.gov](mailto:clerk@valleyne.gov). Updated info will be posted in the kiosk at the cemetery.

*Website update-* Kurt to request cemetery information to be added to the city website.

The next meeting will be **October 16th, 2025, at 6:30pm.**

Lindi made a motion to adjourn, and Kurt seconded.

The meeting was adjourned at 7:45pm.

Meeting minutes recorded by secretary Krista Lewis.

2025

# City of Valley Flatwater Area Blight Study

Adopted XXX, XX, 2025 – Resolution XX-XXXX



JEO Consulting Group, Inc.

## **Introduction**

### ***Purpose of the Study***

This Flatwater Area Blight and Substandard Study of the designated study area is intended to give the Community Development Agency and City Council the basis for considering the existence of blight and substandard conditions within the delineated study area. Through this process, the City of Valley's Community Development Agency may employ and exercise the power authorized in Nebraska Community Development Law to eliminate and prevent blighted and substandard conditions that are detrimental to the future public health, safety, morals, and general welfare of the entire community as well as the surrounding region. If the City of Valley finds and determines, based on substantial evidence in the record before it, that the recommended Blight and Substandard Area (detailed below and referred to herein as "Flatwater Area Blight Study Area") meets the statutory conditions for an area that is blighted, substandard, and in need of redevelopment, the designated study area will become a Redevelopment Area under the Community Development Law (Neb. Rev. Stat. §§ 18-2101 to 18-2155).

This blight and substandard study examines the existing conditions of land use, physical and other constraints, buildings, and structures within the designated study area in the City of Valley to determine its eligibility for redevelopment activities. Potential opportunities for redevelopment exist throughout the designated study area, which would allow the City of Valley to overcome blighted and substandard conditions and avoid issues that could lead to blight and substandard conditions. When evaluating blight and substandard conditions, the City of Valley must adhere to Nebraska Community Development Law.

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**Nebraska Revised State Statutes**

The Community Development Law provides guidelines under which municipalities may address concerns and develop strategies for the rehabilitation and redevelopment of deteriorating area, as well as the prevention and elimination of substandard and blighted area. The Legislature has declared, in pertinent part:

*It is hereby found and declared that there exist in cities of all classes and villages of this state area which have deteriorated and become substandard and blighted because of the unsafe, insanitary, inadequate, or overcrowded condition of the dwellings therein, or because of inadequate planning of the area, or excessive land coverage by the buildings thereon, or the lack of proper light and air and open space, or because of the defective design and arrangement of the buildings thereon, or faulty street or lot layout, or congested traffic conditions, or economically or socially undesirable land uses...These conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids herein provided...It is further found and declared that the prevention and elimination of blight is a matter of state policy, public interest, and statewide concern and within the powers and authority inhering in and reserved to the state, in order that the state and its municipalities shall not continue to be endangered by area which are focal centers of disease, promote juvenile delinquency, and consume an excessive proportion of their revenue. §18-2102*

Consistent with these findings, municipalities have been granted the power to address deterioration, substandard conditions, and blight through any number of means, including “the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations, relating to the use of land and the use and occupancy of buildings and improvements, the disposition of any property acquired, and the providing of necessary public improvements.” Neb. Rev. Stat. §18-2104.

Nebraska Revised Statute §18-2104 enables a municipality to declare that blight and substandard conditions exist. The statute reads,

*The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions, shall afford maximum opportunity, consistent with sound needs of the city, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use and occupancy of buildings and improvements, the disposition of any property acquired, and providing of necessary public improvements.*

The process of improving an area begins with the creation of a municipality-wide workable program for utilizing appropriate private and public resources to address the specific conditions to be improved. Such workable programs may include “provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted area or portions thereof by re-planning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted area or portions thereof.” Neb. Rev. Stat. §18-2105.

The statutes provide a means for the governing body of a municipality to address and develop strategies for rehabilitation and redevelopment of the community. Nebraska Revised Statute §18-2105 also grants authority to the governing body to formulate a redevelopment program. The statute reads:

*The governing body of a city or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted area, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into area of the municipality which are free from blight through diligent enforcement of housing, zoning and occupancy controls and standards; the rehabilitation or conservation of substandard or blighted area or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted area or portions thereof. §18-2105*

Prior to the adoption of a redevelopment plan, a municipality must have an adopted comprehensive plan (§18-2110) and shall have declared the redevelopment area to be a substandard and blighted area in need of redevelopment (§18-2109).

The important community development terms are defined in Nebraska Revised Statute §18-2103, several of which are shown below (organization and emphasis added):

***Substandard area means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;***

***Blighted area means an area, which***

***(a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use; and,***

***(b) in which there is at least one of the following conditions:***

***(i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average;***

***(ii) the average age of the residential or commercial units in the area is at least forty years;***

***(iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;***

***(iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or***

*(v) the area has had either stable or decreasing population based on the last two decennial censuses.*

*In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted.*

## **Substandard and Blight Eligibility Analysis**

### **Designated Study Area**

The designated study area is property within the corporate limits for evaluation pursuant to the Community Development Law. The area is generally a delict industrial site. The designated study area was selected for a number of reasons, including:

1. The presence of blighted and substandard characteristics within the study area.
2. The potential for private development and redevelopment activities within the study area.
3. The need for improvements in infrastructure due to specific existing conditions.
4. The economical and functional obsolescence of certain properties within the study area.
5. The need for public intervention to stimulate the development and redevelopment of vital infrastructure systems and housing to support these private redevelopment efforts.

Once declared substandard and blighted, the City of Valley can stimulate and manage future development in this area by creation and use of the redevelopment plan and its statutory authority to provide financial incentives for private development.

Through the redevelopment process, the City of Valley can guide future development in the community and provide financial incentives for development. The use of the Nebraska Community Redevelopment Law by the City of Valley is intended to improve the community and enhance the quality of life for all residents by eliminating conditions that contribute to the spread of blight and hinder private reinvestment in the area due to these factors. Using the Nebraska Community Development Law, Valley can eliminate negative factors and implement programs and/or projects identified to improve conditions, thereby removing, or preventing blight and substandard conditions.

### **Substandard and Blight Conditions**

As set forth in section 18-2103(31), **substandard area** shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the following:

1. **Dilapidation/deterioration\***  
Exterior inspection of buildings to note deficiencies (sound, minor, major, dilapidated)
  - Examples include structural (walls, foundation, roof), building systems (gutters, roof surface, chimney), and architectural systems (fire escapes, weatherization, steps, exterior paint, site conditions).
2. **Age or obsolescence**  
Estimate age of structures (40+ years criteria)
3. **Inadequate provision for ventilation, light, air, sanitation, or open spaces**  
Overall sight conditions
  - Examples include junked cars or debris, cluttered alleyways, antiquated infrastructure systems (overhead power lines), outdoor storage/sanitation facilities, unpaved parking/outdoor storage.
4. **Other substandard conditions**
  - (a) High density of population and overcrowding (census); or
  - (b) The existence of conditions which endanger life or property by fire and other causes or unsanitary and unsafe conditions ; or
  - (c) Any combination of such factors which is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime; is detrimental to the public health, safety, morals, or welfare (includes sanitation concerns, inadequate infrastructure systems (sewer, water service mains, storm sewers), poor lighting, crime statistics, floodplain area, outdoor storage, site clutter).

As set forth in the Community Development Law, a **blighted area** shall mean an area, which by reason of the presence of:

1. **A substantial number of deteriorated or deteriorating structures\***  
Exterior inspection of buildings to note deficiencies (sound, minor, major, dilapidated)
  - Examples include structural (walls, foundation, roof), building systems (gutters, roof surface, chimney), and architectural systems (fire escapes, weatherization, steps, exterior paint, site conditions).
2. **Existence of defective or inadequate street layout**  
Condition of streets/inadequate access including sidewalks
  - Examples include street conditions, dead ends, railroad crossings, linear downtown, narrow alleyways, blind crossings, and sidewalk condition.
3. **Faulty lot layout in relation to size, adequacy, accessibility, or usefulness**  
Conditions associated with accessibility/usefulness of the lots
  - Examples include land locked parcels, odd shaped lots, undersized lots, lots with accessibility concerns.
4. **Unsanitary or unsafe conditions**  
Conditions which pose a threat to public health and safety
  - Examples include age and physical condition of structures, floodplain, lack of public infrastructure systems, unsanitary conditions, ventilation concerns.
5. **Deterioration of site or other improvements**  
Field observation of age and condition of public utilities, debris, and inadequate public improvements
  - Examples include lack of off-street parking, storm drainage, junk cars, dilapidated structures, debris, on-site storage, congested overhead power lines.
6. **Diversity of ownership**  
The total number of unduplicated owners
  - Examples include the necessity to acquire numerous lots is a hindrance to redevelopment. However, land assemblage of larger proportions necessary for major developments, is more economically feasible and will attract financial support, as well as public patronage required to repay such financial support. Such assemblage is difficult without public intervention.
7. **Tax or special assessment delinquency exceeding the fair value of the land**  
Examination of public records to determine the status of taxation of properties
  - Examples include delinquent taxes, real estate taxes or special assessments exceeding the fair market value.
8. **Defective or unusual conditions of title**  
Examine public records to determine any defective or unusual title defects
  - Examples include improper filings, liens, defective titles, etc.
9. **Improper subdivision or obsolete platting**  
Examine public records to determine improper subdivision and obsolete platting
  - Examples include undersized lots, improper zoning, lot configuration, easement concerns, never recorded vacated streets, accessibility concerns.
10. **The existence of conditions which endanger life or property by fire or other causes**  
Examine conditions which endanger life or property

- Examples include inadequate, undersized, or inoperative public infrastructure systems, floodplain, building materials, site access, on-site storage (cars), secluded area for pests and vermin to thrive, inadequate surface drainage, street/sidewalk conditions, etc.
11. **Any combination of such factors, substantially impairs or arrests the sound growth of the community, hinders the provision of housing accommodations, or constitutes an economic or social liability**  
Economic and/or socially undesirable land uses
- Examples include incompatible land uses, economic obsolescence, functional obsolescence which relates to the property's ability to compete in the marketplace.
12. **Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:**
- (a) Unemployment in the designated blighted area is at least one hundred twenty percent of the state or national average (Census statistics);
  - (b) The average age of the residential or commercial units in the area is at least 40 years (Public Records);
  - (c) More than half of the plotted and subdivided property in the area is unimproved land that has been within the city for 40 years and has remained unimproved during that time (Public records);
  - (d) The per capita income of the designated blighted area is lower than the average per capita income of the city or village in which the area is designated (Census); or
  - (e) The area has had either stable or decreasing population based on the last two decennial censuses (Census).

\*Where structural conditions are evaluated, individual structures are rated in accordance with the following rating schedule as defined by the U.S. Department of Housing and Urban Development: no problem, adequate condition, deteriorating condition, or dilapidated condition. The following descriptions define the rating schedule used to assess and evaluate building and structure conditions:

**No Problem**

No structural or aesthetic problems are visible.

**Adequate Condition**

- Slight damage to porches, steps, roofs, etc. is present on the structure,
- Slight wearing away of mortar between bricks, stones, or concrete blocks,
- Small cracks in walls or chimneys,
- Cracked windows,
- Lack of paint, and
- Slight wear on steps, doors, and door and window frames.

**Deteriorating Condition**

- Holes, open cracks, rotted, loose, or missing materials in parts of the foundation, walls (up to one-quarter of the wall), or roof (up to one-quarter of roof),
- Shaky, broken, or missing steps or railings,
- Numerous missing and cracked windowpanes,
- Some rotted or loose windows or doors (no longer wind or waterproof),
- Missing bricks or other masonry of chimney, and
- Makeshift (un-insulated) chimney.

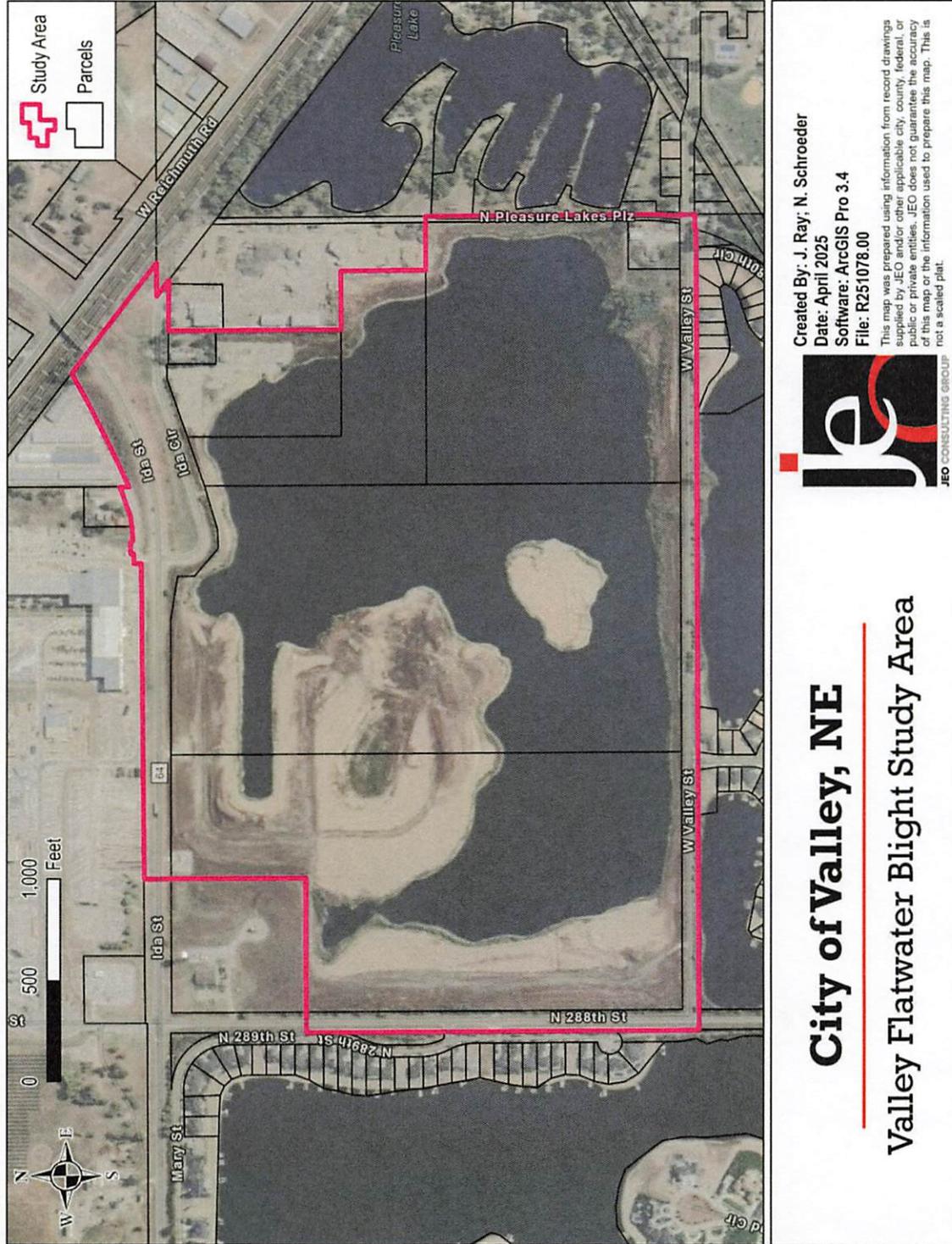
**Dilapidated Condition**

- Holes, open cracks, or rotted, loose or missing material (siding, shingles, brick, concrete, tiles, plaster, floorboards) over large area of foundation, on walls or on roof,
- Substantial sagging of roof, floors, or walls,
- Extensive damage by fire, flood, or storm, and
- Inadequate original construction such as makeshift walls, roofs made of scrap materials, foundations or floors lacking, or converted barns, sheds, and other structures not adequate for housing.

## Designated Study Area

The study area as identified can be found in Figure 1. For this study, the study area will be known as the "Designated Study Area" which was reviewed for substandard and blight characteristics.

Figure 1: Designated Study Area



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## **Recommended Blight and Substandard Area**

Based upon the review of the designated study area, and its context with the community, JEO Consulting Group recommends the designated study area be recommended as a Blight and Substandard Area. This area consists of approximately 227.9 acres. The following boundary description delineates the Recommended Area:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER, NORTH HALF OF THE SOUTHWEST QUARTER, WEST HALF OF THE NORTHEAST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 36, THE EAST HALF OF THE NORTHEAST QUARTER, AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 35, THE SOUTH HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 25, ALL IN TOWNSHIP 16 NORTH, RANGE 9 EAST OF THE SIXTH P.M., IN CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BREAKWATER ADDITION TO THE CITY OF VALLEY; THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID BREAKWATER ADDITION TO THE SOUTHWEST CORNER OF SAID BREAKWATER ADDITION; THENCE EASTERLY ON THE SOUTH LINE OF SAID BREAKWATER ADDITION TO THE SOUTHEAST CORNER OF SAID BREAKWATER ADDITION; THENCE SOUTHERLY ON THE WESTERLY LINE OF PLEASURE LAKES 3RD ADDITION TO THE CITY OF VALLEY TO THE NORTH RIGHT OF WAY LINE OF WEST VALLEY STREET; THENCE SOUTH TO THE SOUTH RIGHT OF WAY LINE OF SAID WEST VALLEY STREET; THENCE WESTERLY ON SAID SOUTH RIGHT OF WAY LINE TO THE EAST RIGHT OF WAY LINE OF NORTH 288TH STREET; THENCE WEST TO THE WEST RIGHT OF WAY LINE OF SAID NORTH 288TH STREET; THENCE NORTHERLY ON SAID WEST RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF A PARCEL OF LAND AS DESCRIBED IN BOOK 1951, PAGES 148-149; THENCE EASTERLY ON SAID WESTERLY EXTENSION AND SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID PARCEL OF LAND; THENCE NORTHERLY ON THE EAST LINE OF SAID PARCEL OF LAND AND IT'S NORTHERLY EXTENSION TO THE NORTHERLY RIGHT OF WAY LINE OF IDA STREET; THENCE EASTERLY ON SAID NORTHERLY RIGHT OF WAY LINE TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE SOUTHEASTERLY ON SAID SOUTHWESTERLY RIGHT OF WAY LINE TO THE NORTH RIGHT OF WAY LINE OF IDA CIRCLE; THENCE EASTERLY ON SAID NORTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

## **Findings and Contributing Factors**

The intent of this study is to determine whether the Flatwater Area Blight Study Area within the community has experienced structural and site deterioration or if there are other negative factors which are decreasing the development potential for the area. The field survey conducted on Wednesday, April 16, 2025, indicated the study area has such, thus the study area warrants further examination regarding blighted and substandard conditions. The following factors were evaluated to determine if there is a reasonable presence of blight and substandard conditions within the Flatwater Area Blight Study Area.

This section reviews the building and structure conditions, infrastructure, site conditions, county assessor's records and land use found within the Flatwater Area Blight Study Area based upon the statutory definitions, planning team observations during the field survey, and explains the identified contributing factors. *Appendix A* provides a visual description and documents examples of the different conditions that led to each factor's determination. See *Appendix A* for a visual description of the site conditions, debris, condition of public infrastructure, deteriorating structures, and other observed conditions within the Flatwater Area Blight Study Area.

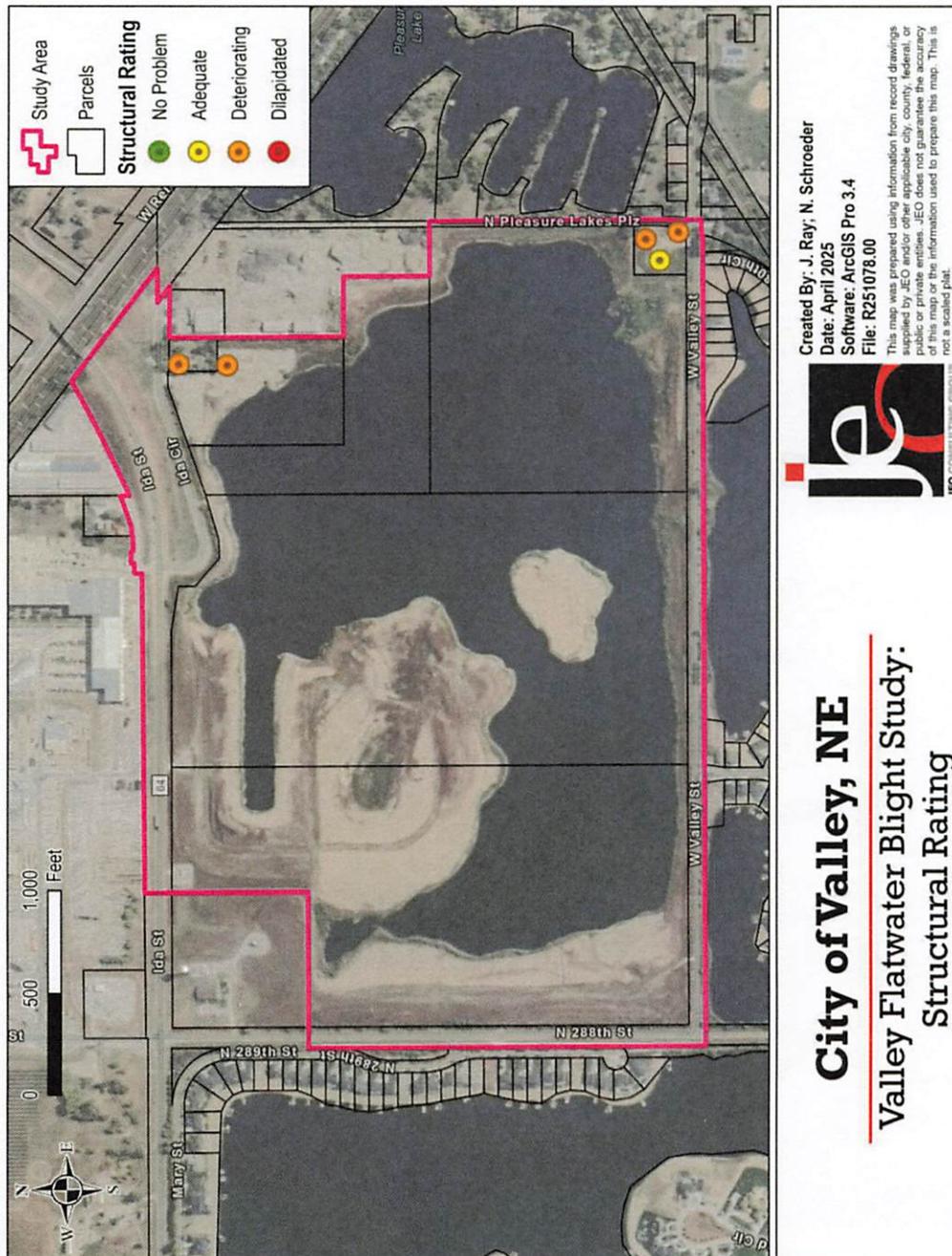
## **BLIGHTED CRITERIA CONDITIONS**

As set forth in the Nebraska legislation, a **blighted area** shall mean an area, which by reason of the presence of the following.

### **Substantial Number of Deteriorated or Deteriorating Structures**

The structures for each parcel within the Flatwater Area Blight Study Area were examined. A total of 4 of 5 structures or 80% of the structures within the designated study area were graded as deteriorating. Figure 2 illustrates the distribution of the structural ratings within the study area. This is considered a significant contributing factor.

Figure 2, Structural Rating

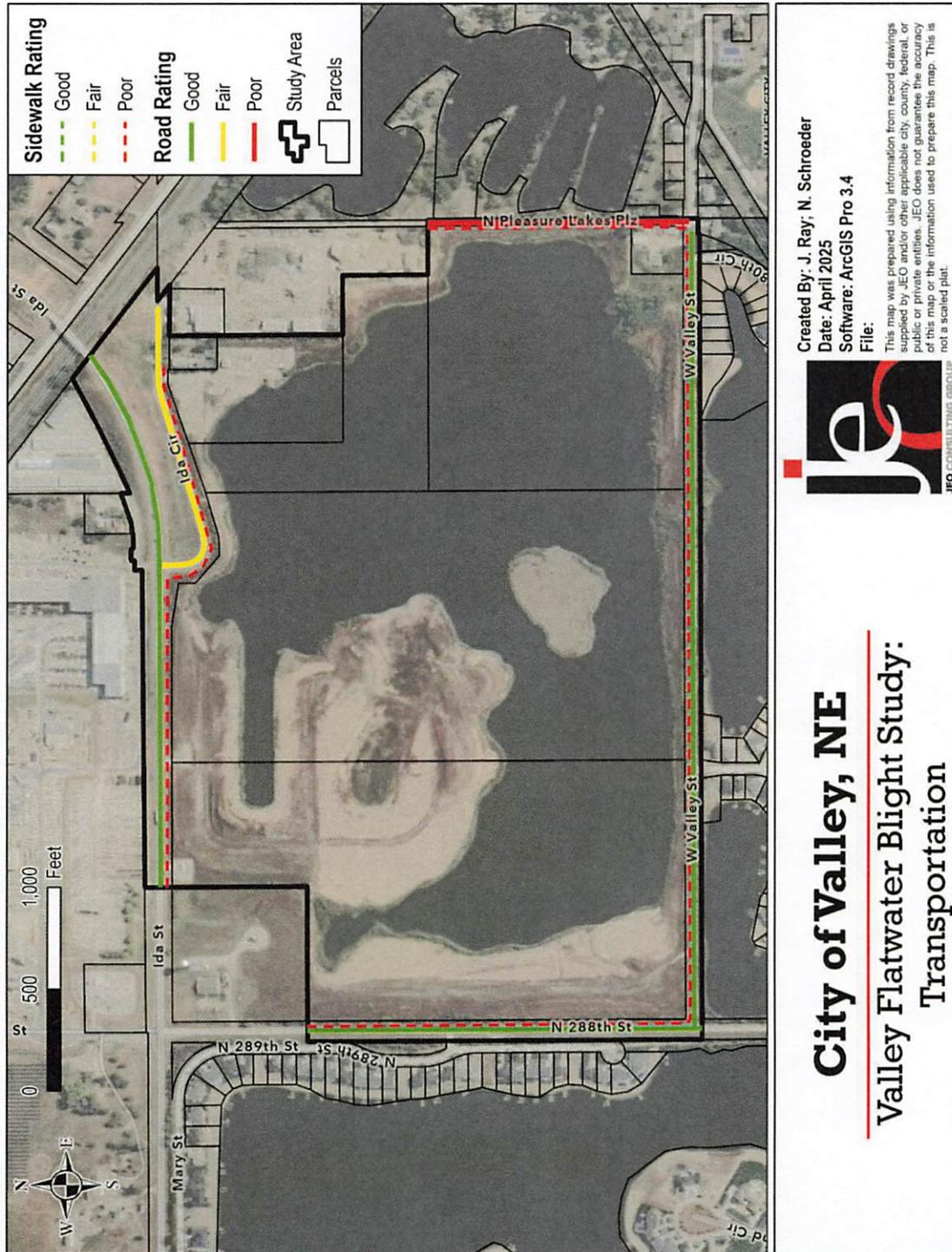


**Defective or Inadequate Street Layout**

**Street Conditions and Accessibility**

Street and sidewalk conditions within the Flatwater Area Blight Study Area were evaluated in relation to the provision of safe and efficient public circulation and access, and with regard to ease of travel and appearance. The transportation infrastructure conditions are illustrated on Figure 3.

Figure 3, Transportation

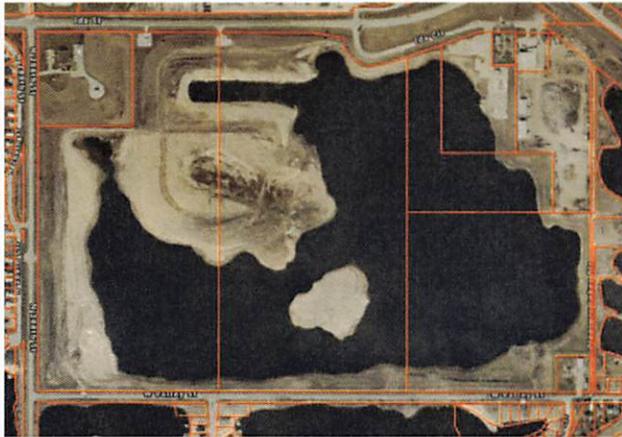
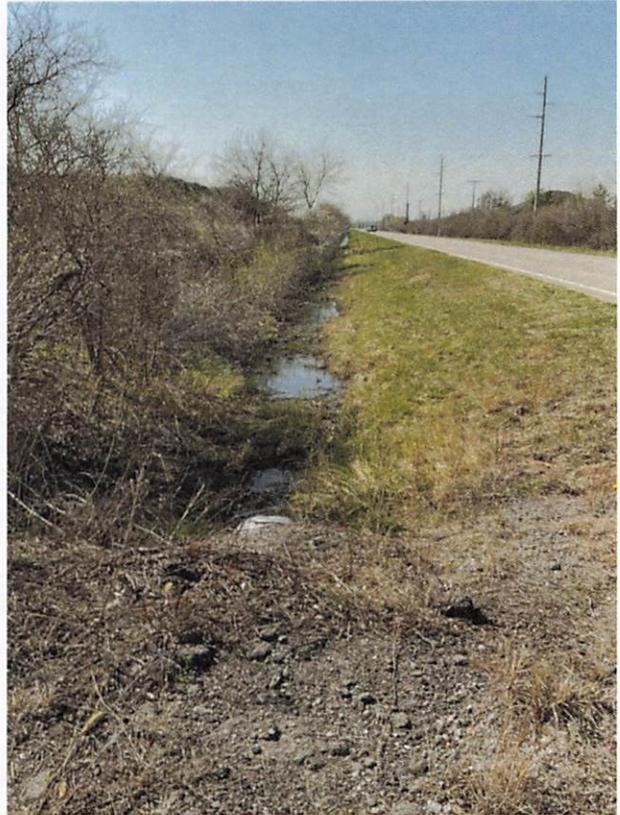


While the surface of the streets are generally in good condition, all are rural section roads and lack sidewalks and curb and gutter. As a result, the majority of the transportation infrastructure is considered defective and/or inadequate for an urban environment. This is considered a contributing factor.

**Faulty lot layout in relation to size, adequacy, accessibility, or usefulness**

Throughout the Flatwater Area Blight Study Area, the lot sizes and shapes vary. The defunct mining operations altered the topography and created a large lake area that does not correspond to the lot lines and renders portions inaccessible. These characteristics diminish the usefulness to adequately accommodate building standards. In addition, the lots too large for urban residential development use.

Overall, this factor is considered to be a contributing factor.



**Unsanitary or unsafe conditions**

*Conditions which pose a threat to public health and safety*

**Drainage**

The majority of 288th Street has a steep slope and lacks proper drainage. Standing water was documented in the ditch. This condition can pose unsafe conditions to motorists and may be an area that attracts breeding mosquitoes that carry disease to humans.

**Steep Slope**

The former sand and gravel mining operation left steep slopes along the lakes shoreline that may collapse and pose a threat to people walking in that area.

**Sidewalks**

The lack of sidewalks through the study area and broken and displaced pavement on sites pose hazards to pedestrians via tripping hazards or conflicts with vehicles by walking in the roadway.

**Age of Structure**

Structures constructed prior to 1978 may contain lead-based paint which can pose health and human development risks to children with chipping or peeling. The two-thirds of the structures may contain this potential hazard.

As a result, this factor is considered to be contributing the recommended blight designation.



**Deterioration of site or other improvements**

The age of the structures and condition of public utilities, debris, and inadequate public improvements.

**Parking and driveways**

The field analysis noted parking areas, driveways and outdoor storage areas that lacked hard surfaces or were in poor condition.

**Drainage**

The majority of 288th Street has a steep slope and lacks proper drainage. In addition, standing water was documented in the ditch. This condition can pose unsafe conditions to motorists and may be an area that attracts breeding mosquitoes that carry disease to humans.

**Sidewalks**

The lack of sidewalks through the study area and broken and displaced pavement on sites pose hazards to pedestrians via tripping hazards or conflicts with vehicles by walking in the roadway. Standing water was documented as ponding on the parking and drive areas. This condition can pose unsafe conditions to motorists and may be an area that attracts breeding mosquitoes that carry disease to humans. In addition, eroded ruts were noted on deteriorated driveways.

**Sidewalks**

The lack of sidewalks throughout the study area and broken and displaced pavement pose hazards to pedestrians via tripping hazards or conflicts with vehicles by walking in the roadway.

As a result, this factor is considered to be contributing the recommended blight designation.



**Diversity of ownership**

The diversity of ownership is not evident in the Flatwater Area Blight Study Area. There are two unique private property owners for the properties in the Flatwater Area Blight Study Area. As a result, this factor is not considered to be contributing to the recommended blight designation.

**Tax or special assessment delinquency exceeding the fair value of the land**

There was no evidence identified of taxes or special assessments exceeding the fair market value of the parcels in the study area.

**Defective or unusual conditions of title**

There was no evidence identified of defective or unusual conditions of title of the parcels in the study area. As a result, this factor is not considered to be contributing to the recommended blight designation.

**Improper subdivision or obsolete platting**

**Obsolete platting**

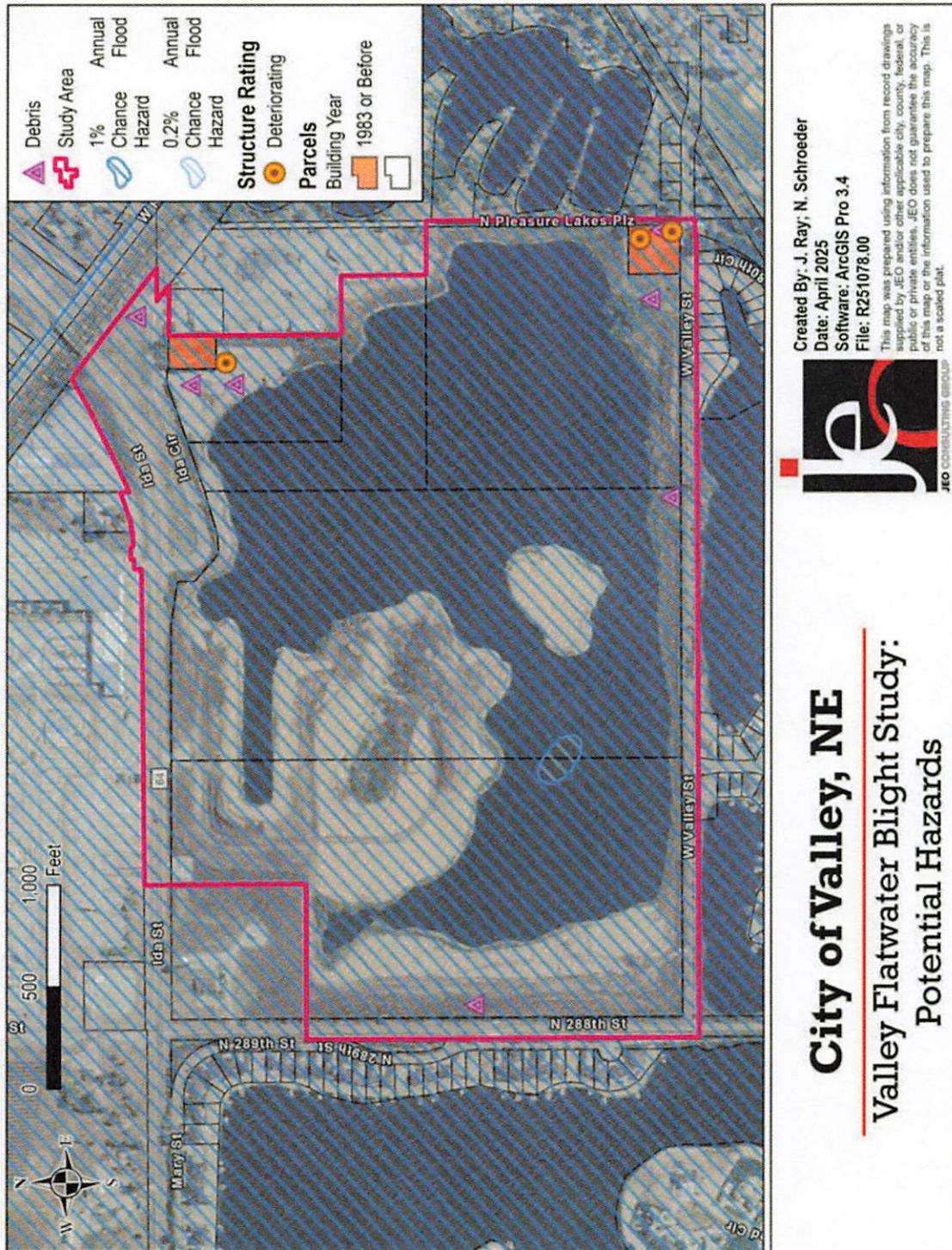
The existing parcel boundaries are obsolete and do not reflect the existing land use and render portions of parcels inaccessible and too large for urban development.

**Improper Subdivision**

A review of the Douglas County Assessor's records did not reveal any improper subdivisions.

As a result of the obsolete platting, this factor is considered to be contributing to the recommended blight designation.

Figure 4: Potentially Hazardous Conditions



**The existence of conditions which endanger life or property**

Conditions which pose a threat to public health and safety

**Debris**

Piles of debris were noted during the visual analysis as well as a heavily overgrown area near a residential structure. These conditions can create a potential fire threat as well as an area to harbor vermin and rodents.

**Drainage**

The majority of 288th Street has a steep slope and lacks proper drainage. Standing water was documented in the ditch. This condition can pose unsafe conditions to motorists and may be an area that attracts breeding mosquitoes that carry disease to humans.

**Steep Slope on Lake Area**

The former sand and gravel mining operation left steep slopes along the lake's shoreline that may collapse and pose a threat to people walking in that area.

**Sidewalks**

The lack of sidewalks through the study area and broken and displaced pavement on sites pose hazards to pedestrians via tripping hazards or conflicts with vehicles by walking in the roadway.

**Age of Structure**

Structures constructed prior to 1978 may contain lead-based paint which can pose health and human development risks to children with chipping or peeling. The two-thirds of the structures may contain this potential hazard.

**Any combination of such factors that substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability.**

The combination of deterioration of the structures, the condition of site improvements, former sand and gravel operations land and water conditions and debris are factors observed in the field analysis that could impair sound growth or redevelopment of the community and is a significant factor impacting growth.

As a result, it is considered a substantial contributor to the Flatwater Area Blight Study Area to be considered blighted.

**Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:**

The average age of the industrial structures in the area is 45 years and the residential property is 75 years of age. This is considered a substantial contributor to the Flatwater Area Blight Study Area to be considered blighted.

## SUBSTANDARD CRITERIA

A **substandard area** shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the following:

### Dilapidation/deterioration

As part of the Blight and Substandard Study, a Structural Conditions Survey was completed along with an analysis of the land-use patterns in the Flatwater Area Blight Study Area.

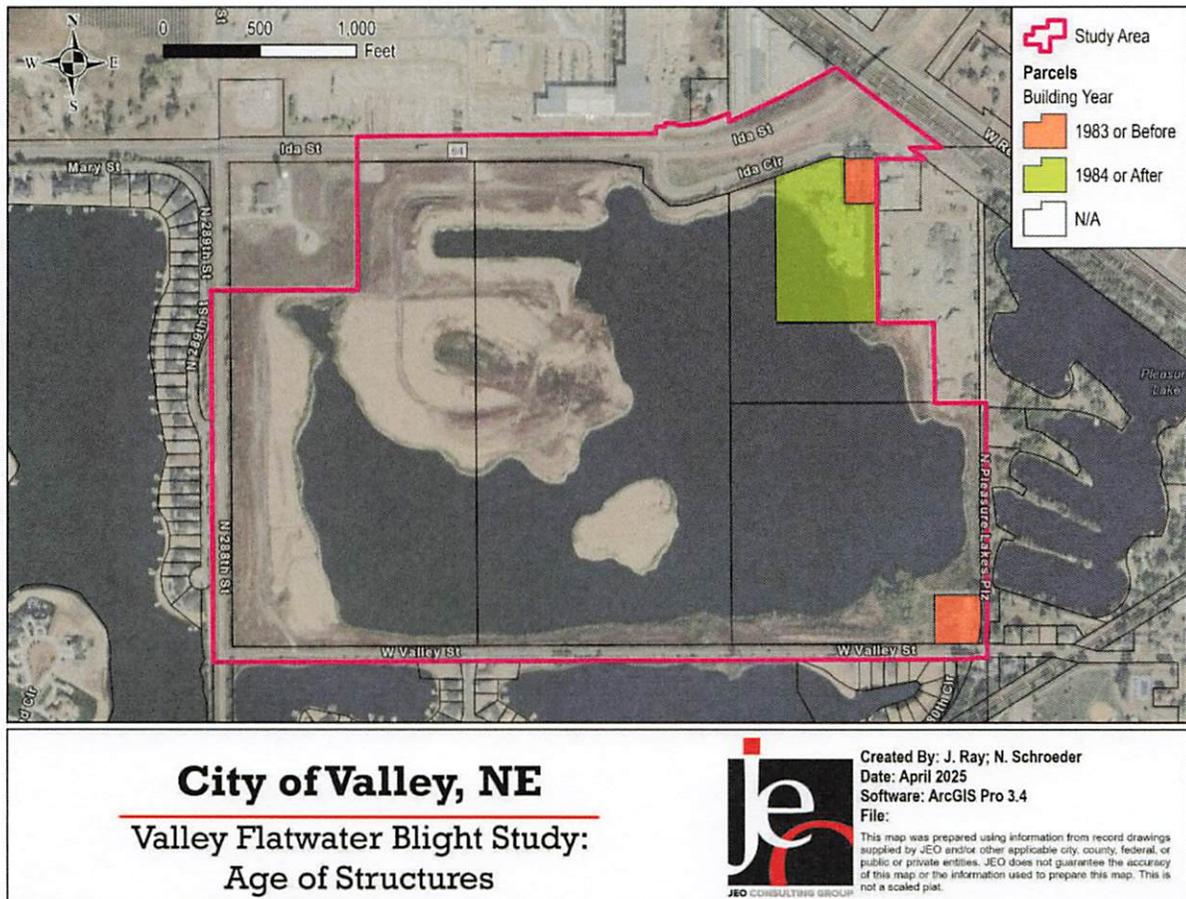
A total of 4 of 5 structures or 80% of the structures within the designated study area were graded as deteriorating. Figure 2 illustrates the distribution of the structural ratings within the study area. This is considered a significant contributing factor.

### Age or obsolescence

Information regarding the age of the permanent structures within the Flatwater Area Blight Study Area was provided by the Douglas County Assessor's Office.

The average age of the industrial structures in the area is 45 years and the residential property is 75 years of age. In addition, the topography and structures from the former sand and gravel mining operation are obsolete. Thus, Age and obsolescence is considered a contributing factor.

**Figure 5: Age of Structures**



**Inadequate provision for ventilation, light, air, sanitation, or open spaces**

**Poor Drainage and Sanitation**

The Flatwater Area Blight Study Area contains areas of trash and debris as well as some inadequate drainage. However, this alone is not considered significant to be considered a contributing factor.

**Other Substandard Conditions**

The existence of conditions which endanger life or property by fire or other unsanitary conditions.

**Debris**

Piles of debris were noted during the visual analysis as well as a heavily overgrown area near a residential structure. These conditions can create a potential fire threat as well as an area to harbor vermin and rodents.

**Drainage**

The majority of 288th Street has a steep slope and lacks proper drainage. Standing water was documented in the ditch. This condition can pose unsafe conditions to motorists and may be an area that attracts breeding mosquitoes that carry disease to humans.

**Steep Slope on Lake Area**

The former sand and gravel mining operation left steep slopes along the lake's shoreline that may collapse and pose a threat to people walking in that area.

**Sidewalks**

The lack of sidewalks through the study area and broken and displaced pavement on sites pose hazards to pedestrians via tripping hazards or conflicts with vehicles by walking in the roadway.

**Age of Structure**

Structures constructed prior to 1978 may contain lead-based paint which can pose health and human development risks to children with chipping or peeling. The two-thirds of the structures may contain this potential hazard.

The combination of these factors is considered significant and a contributing factor.



**Blighted and Substandard Findings**

The Flatwater Area Blight Study Area has many items contributing to the blight and substandard conditions. Based on the information collected and analyzed pursuant to Nebraska Revised Statutes, the area has a myriad of items that were considered beyond the remedy and control of the normal regulatory process of the City of Valley or impossible to reverse through the ordinary operations of private enterprise. These conditions include:

Table 1: Summary Matrix

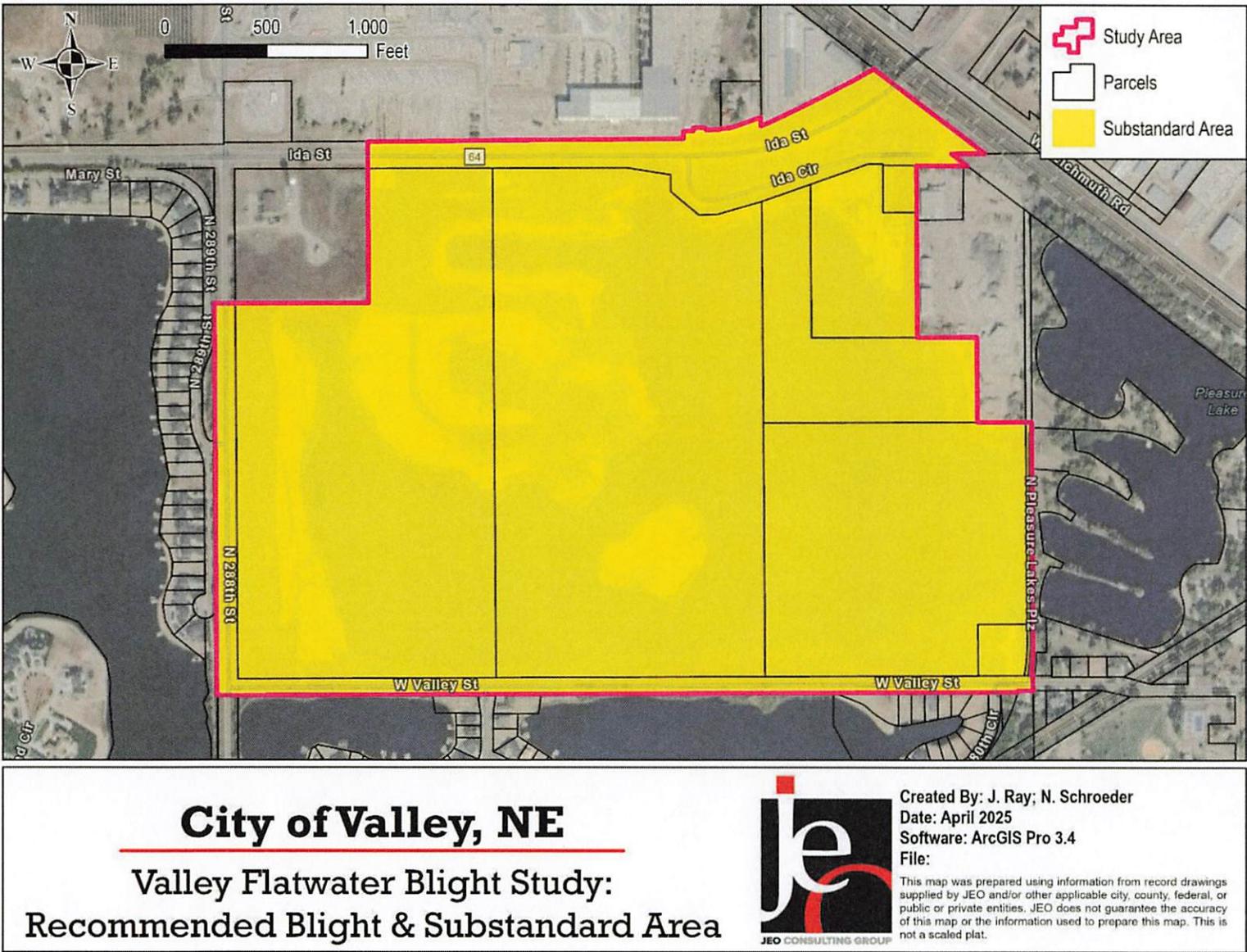
Criteria	
Structure condition	Yes
Street layout	Yes
Faulty lot layout	Yes
Unsanitary or unsafe conditions	Yes
Deterioration of site	Yes
Diversity of owners	No
Tax special assessment	No
Titles conditions	No
Obsolete platting	Yes
Endanger life/property	Yes
Any combination	Yes
Age of structure	Yes
<b>BLIGHT TOTALS</b>	<b>9/12</b>
Exterior inspection of structures	Yes
Age of structures	Yes
Inadequate provision for ventilation, sanitation	No
Other Substandard – (conducive to ill health, floodplain, endanger life)	Yes
<b>SUBSTANDARD TOTALS</b>	<b>3/4</b>
<b>TOTALS</b>	<b>12/16</b>

**Conclusion**

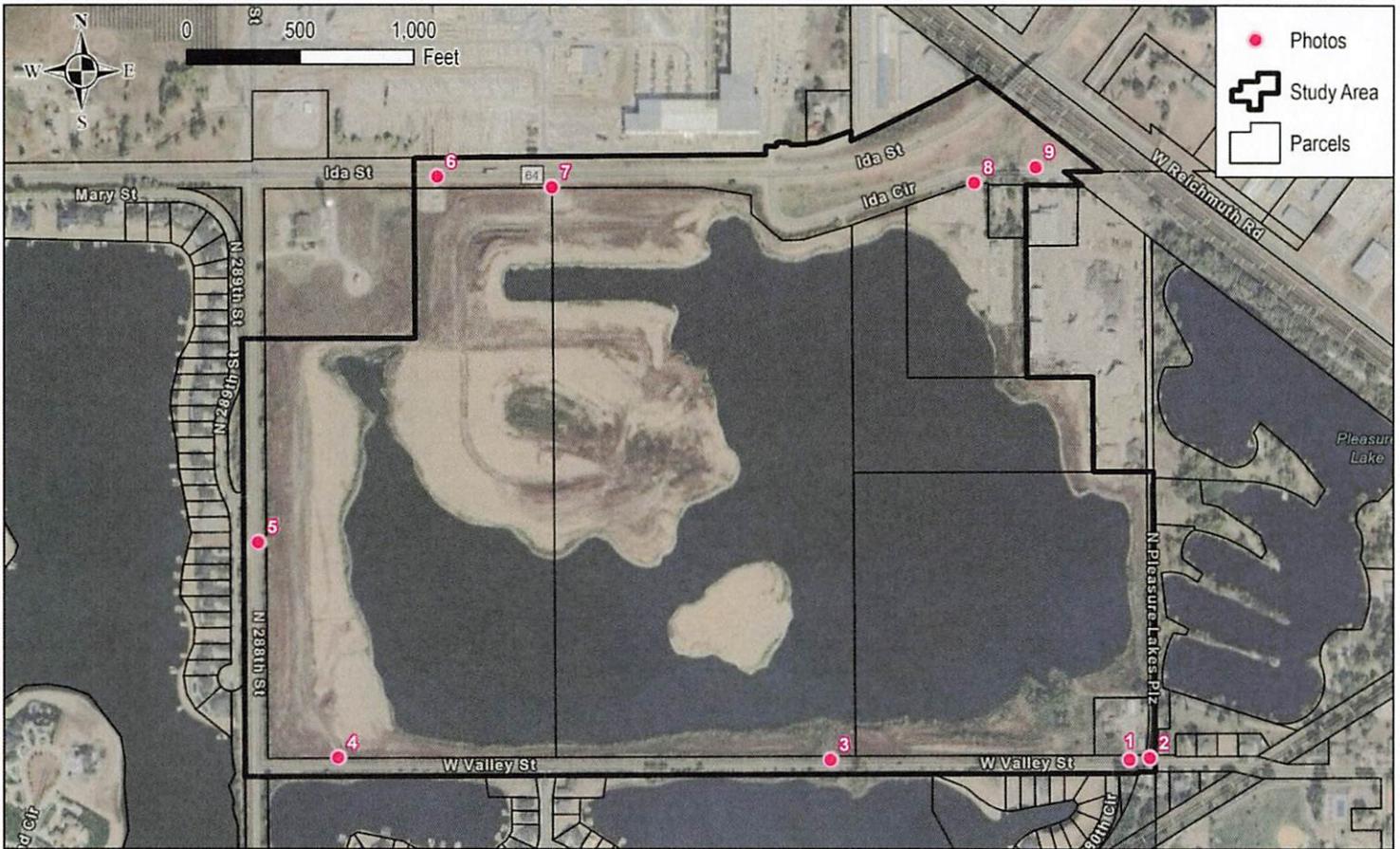
Several conditions within the Flatwater Area were observed during the field survey which warrant a designation as blighted and substandard. The conditions showing evidence of blight are interspersed throughout the Flatwater Area Blight Study Area, and as such, parcels within the boundaries of the Flatwater Area Blight Study Area are recommended for further action.

It is the professional opinion of the consultant, based on the information collected and analyzed pursuant to Nebraska Revised Statutes, that the Flatwater Area Blight Study Area contains the required conditions that would warrant a designation as blighted and substandard by the City of Valley and the Community Development Agency. The City of Valley should review this Blight and Substandard Study, and if satisfied with the findings contained in this study, may, by resolution, designate the Flatwater Area Blight Study Area as “Blighted and Substandard” as provided for in the Community Development Law.

Figure 6 Recommended Blight and Substandard Designation



Appendix A  
Photo Exhibit



**City of Valley, NE**  


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**Valley Flatwater Blight Study:**  
**Photo Guide**



Created By: J. Ray; N. Schroeder  
 Date: April 2025  
 Software: ArcGIS Pro 3.4  
 File:

This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plat.

Location 1



Location 1



Location 1



Location 2



Location 3



Location 3



Location 4



Location 5



Location 5



Location 5



Location 6



Location 6



Location 7



Location 8



Location 8



Location 9



## **RESOLUTION NO. 2025-27**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF VALLEY, NEBRASKA, DECLARING A CERTAIN AREA TO BE BLIGHTED AND SUBSTANDARD AND IN NEED OF REDEVELOPMENT PURSUANT TO THE COMMUNITY DEVELOPMENT LAW, CHAPTER 18, ARTICLE 21, REISSUE REVISED STATUTES OF NEBRASKA, AS AMENDED**

**WHEREAS**, it is necessary, desirable, advisable, and in the best interests of the City of Valley, Nebraska (the “City”), for the City to undertake and carry out redevelopment projects in certain areas of the City that are determined to be substandard and blighted and in need of redevelopment;

**WHEREAS**, the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “Act”), prescribes requirements and procedures for the planning and implementation of redevelopment projects;

**WHEREAS**, Section 18-2109 of the Act requires that, prior to the preparation by the Community Development Agency of the City of a redevelopment plan for a redevelopment project, the Mayor and Council shall, by resolution, declare the area to be blighted and substandard;

**WHEREAS**, on Tuesday, August 12, 2025, at 7:00 p.m., the Mayor and Council of the City held a public hearing (the “Public Hearing”) at the Valley City Hall, 203 N. Spruce Street, Valley, Nebraska, to determine whether those certain areas more fully described below (the “Redevelopment Area”) should be declared blighted and substandard and in need of redevelopment as required by the Act;

**WHEREAS**, notice of the Public Hearing was published in *The Daily Record*, a legal newspaper of general circulation in the City, on July 25, 2025 and August 1, 2025, which notice described the date, time, place, and purpose of the Public Hearing and the legal description of the Redevelopment Areas; the last publication of such notice being at least ten days prior to the time of the Public Hearing;

**WHEREAS**, on or before August 1, 2025, such date being at least ten days prior to the time of the Public Hearing, the City mailed notice of the Public Hearing by United States Certified Mail, return receipt requested, sufficient postage affixed, to all registered neighborhood associations whose area of representation is located in whole or in part within a one-mile radius of the Redevelopment Areas and to the president or chairperson of the governing body of each county, school district, community college, educational service unit, and natural resources district with real property in the Redevelopment Areas, which notice included the time, date, place, and purpose of the Public Hearing and directions as to where to find a map of sufficient size to show the Redevelopment Area;

**WHEREAS**, the Public Hearing was conducted and all interested parties were afforded a reasonable opportunity to express their views respecting the declaration of the Redevelopment Areas as blighted and substandard and in need of redevelopment, and the Mayor and Council reviewed and discussed a Blight/Substandard Determination Study previously prepared by JEO Consulting Group, Inc.;

**WHEREAS**, the question of whether the Redevelopment Areas were blighted and substandard and in need of redevelopment were submitted to the Planning Commission of the City for its review and recommendations on August 1, 2025; and the Mayor and Council reviewed and discussed the recommendations received from the Planning Commission; and

**WHEREAS**, the Mayor and Council desire to determine whether the Redevelopment Areas are blighted and substandard and in need of redevelopment in accordance with the Act.

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

**Section 1.** The Redevelopment Areas are hereby declared to be substandard and in need of redevelopment pursuant to the Act, in that conditions now exist in the Redevelopment Area meeting the criteria set forth in Section 18-2103(3) of the Act, as described and set forth in the Blight Study. The Redevelopment Areas are more particularly described as follows:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER, NORTH HALF OF THE SOUTHWEST QUARTER, WEST HALF OF THE NORTHEAST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 36, THE EAST HALF OF THE NORTHEAST QUARTER, AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 35, THE SOUTH HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 25, ALL IN TOWNSHIP 16 NORTH, RANGE 9 EAST OF THE SIXTH P.M., IN CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BREAKWATER ADDITION TO THE CITY OF VALLEY; THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID BREAKWATER ADDITION TO THE SOUTHWEST CORNER OF SAID BREAKWATER ADDITION; THENCE EASTERLY ON THE SOUTH LINE OF SAID BREAKWATER ADDITION TO THE SOUTHEAST CORNER OF SAID BREAKWATER ADDITION; THENCE SOUTHERLY ON THE WESTERLY LINE OF PLEASURE LAKES 3RD ADDITION TO THE CITY OF VALLEY TO THE NORTH RIGHT OF WAY LINE OF WEST VALLEY STREET; THENCE SOUTH TO THE SOUTH RIGHT OF WAY LINE OF SAID WEST VALLEY STREET; THENCE WESTERLY ON SAID SOUTH RIGHT OF WAY LINE TO THE EAST RIGHT OF WAY LINE OF NORTH 288TH STREET; THENCE WEST TO THE WEST RIGHT OF WAY LINE OF SAID NORTH 288TH STREET; THENCE NORTHERLY ON SAID WEST RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF A PARCEL OF LAND AS DESCRIBED IN BOOK 1951, PAGES 148-149; THENCE EASTERLY ON SAID WESTERLY EXTENSION AND SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID PARCEL OF LAND; THENCE NORTHERLY ON THE EAST LINE OF SAID PARCEL OF LAND AND IT'S NORTHERLY EXTENSION TO THE NORTHERLY RIGHT OF WAY LINE OF IDA STREET; THENCE EASTERLY ON SAID NORTHERLY RIGHT OF WAY LINE TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE SOUTHEASTERLY ON SAID SOUTHWESTERLY RIGHT OF WAY LINE TO THE NORTH RIGHT OF WAY LINE OF IDA CIRCLE; THENCE EASTERLY ON SAID NORTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

**Section 2.** The Redevelopment Areas are hereby further declared to be blighted and in need of redevelopment pursuant to the Act, in that conditions now exist in the Redevelopment Areas meeting the criteria set forth in the Act, including, without limitation, (a) one or more of the factors set forth in Section

18-2103(3)(a) of the Act, and (b) at least one of the factors set forth in (i) through (v) of Section 18-2103(3)(b) of the Act, as described and set forth in the Blight Study.

**Section 3.** The blighted and substandard conditions existing in the Redevelopment Areas are beyond remedy and control solely through the regulatory process and the exercise of police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids provided by the Act, and the elimination of the blighted and substandard conditions under the authority of the Act is hereby found to be a public purpose and declared to be in the public interest.

**Section 4.** The Redevelopment Areas are in need of redevelopment and are or will be eligible sites for redevelopment projects under the provisions of the Act at the time of the adoption of any redevelopment plan with respect thereto.

**Section 5.** This resolution shall be published and shall be in full force and effect from and after its passage as provided by law.

PASSED AND APPROVED THIS 12<sup>th</sup> DAY OF AUGUST, 2025.

CITY OF VALLEY

---

Cindy Grove, Mayor

ATTEST:

---

Christie Donnermeyer, City Clerk

**CHAMPION SHORES – PHASE 1  
PREDEVELOPMENT COST AGREEMENT**

THIS AGREEMENT is made and entered this 12<sup>th</sup> day of August, 2025, by and between **HEIMANN VENTURES III, LLC, a Nebraska limited liability company** (hereinafter collectively referred to as "Subdivider") and the **City of Valley**, a City of the Second Class in the State of Nebraska (hereinafter referred to as "City")

WHEREAS, Subdivider is the owner of certain real property located within the city limits of the City of Valley containing approximately 227.9 acres and legally described on Exhibit "A", attached hereto and incorporated herein by this reference (the "Area to be Developed") and intends to develop a residential subdivision to be known as CHAMPION SHORES – PHASE 1 and as generally shown on Exhibit "B" and incorporated herein by this reference; and

WHEREAS, before any Final Plat for CHAMPION SHORES – PHASE 1 can be approved by the Valley City Council, a Subdivision Agreement must have been entered into by and between Subdivider and City; and

WHEREAS, the Subdivision Agreement will provide for the construction of streets, storm sewers, sanitary sewers, water mains, sidewalks, landscaping in public rights of way and the installation of systems to provide natural gas, electricity, street lighting and telephone/internet/cable TV to each residence in CHAMPION SHORES – PHASE 1 (the "Public Infrastructure Improvements"); and

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

WHEREAS, pursuant to the terms of the Subdivision Agreement, Subdivider shall reimburse the City in an amount equal to all actual costs incurred by the City in connection with the initial design of CHAMPION SHORES – PHASE 1, to include planning, plat review fees, engineering fees, legal and other miscellaneous expenses incurred by the City, including but not limited to those expenses incurred in conjunction with the City’s review of the Preliminary Plat, Final Plat and the preparation of the Subdivision Agreement, Agreement for Escrow of Security Fund, and this Predevelopment Cost Agreement (the “Initial Review Reimbursements”).

NOW THEREFORE, IT IS AGREED by and between **HEIMANN VENTURES III, LLC, a Nebraska limited liability company**, collectively Subdivider, and the City of Valley, Nebraska, a municipal corporation, hereinafter called the “City”, as follows:

1. That contemporaneously with the execution of this Agreement and prior to City’s execution of the Subdivision Agreement, City’s approval of the Final Plat, and the construction of the Public Infrastructure Improvements, Subdivider shall deposit the sum of Two Hundred Six Thousand Two Hundred Ninety Five and 00/100 Dollars (\$206,295.00) (the “Deposit”) with the City to be held in escrow as security to guarantee Subdivider’s faithful performance of certain obligations under the Subdivision Agreement, including but not limited to the payment of the Initial Review Reimbursements.
2. That said escrow fund shall be allocated to specific items as shown on Exhibit “C” attached hereto and incorporated herein by this reference.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this \_\_\_ day of \_\_\_\_\_, 2025.

Attest:

CITY OF VALLEY, NEBRASKA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

HEIMANN VENTURES III, LLC  
a Nebraska limited liability company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT "A"

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER, NORTH HALF OF THE SOUTHWEST QUARTER, WEST HALF OF THE NORTHEAST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 36, THE EAST HALF OF THE NORTHEAST QUARTER, AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 35, THE SOUTH HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 25, ALL IN TOWNSHIP 16 NORTH, RANGE 9 EAST OF THE SIXTH P.M., IN CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BREAKWATER ADDITION TO THE CITY OF VALLEY; THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID BREAKWATER ADDITION TO THE SOUTHWEST CORNER OF SAID BREAKWATER ADDITION; THENCE EASTERLY ON THE SOUTH LINE OF SAID BREAKWATER ADDITION TO THE SOUTHEAST CORNER OF SAID BREAKWATER ADDITION; THENCE SOUTHERLY ON THE WESTERLY LINE OF PLEASURE LAKES 3RD ADDITION TO THE CITY OF VALLEY TO THE NORTH RIGHT OF WAY LINE OF WEST VALLEY STREET; THENCE SOUTH TO THE SOUTH RIGHT OF WAY LINE OF SAID WEST VALLEY STREET; THENCE WESTERLY ON SAID SOUTH RIGHT OF WAY LINE TO THE EAST RIGHT OF WAY LINE OF NORTH 288TH STREET; THENCE WEST TO THE WEST RIGHT OF WAY LINE OF SAID NORTH 288TH STREET; THENCE NORTHERLY ON SAID WEST RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF A PARCEL OF LAND AS DESCRIBED IN BOOK 1951, PAGES 148-149; THENCE EASTERLY ON SAID WESTERLY EXTENSION AND SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID PARCEL OF LAND; THENCE NORTHERLY ON THE EAST LINE OF SAID PARCEL OF LAND AND IT'S NORTHERLY EXTENSION TO THE NORTHERLY RIGHT OF WAY LINE OF IDA STREET; THENCE EASTERLY ON SAID NORTHERLY RIGHT OF WAY LINE TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE SOUTHEASTERLY ON SAID SOUTHWESTERLY RIGHT OF WAY LINE TO THE NORTH RIGHT OF WAY LINE OF IDA CIRCLE; THENCE EASTERLY ON SAID NORTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING, Douglas County, Nebraska.

**EXHIBIT "B"**

**EXHIBIT "C"**

Engineering Design Fees:

- Sanitary Sewer / Storm Sewer: \$ 91,055.00
- Water Distribution: \$ 33,230.00
- Streets; Sidewalks: \$ 67,010.00

Legal Fees and City Review Costs: \$15,000.00

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**TOTAL: \$ 206,295.00**



## Approval for Additional Design Services

Valley Park Master Plan  
Valley, NE

JEO Project Number: 221849.00  
Date: 2025-07-14  
Project Manager: Eric Casper

JEO requests written authorization to proceed with Additional Design Services necessary to address the expanded scope of work for the park master plan, specifically the integration of a new pool or ballfield concepts.

### Description and Scope of Additional Work & Fee(s):

JEO's additional scope of design work includes:

#### 1. Updated Plan Drawings

- **City Park Site** - Produce up to (2) two alternative high-level park configurations showing size, orientation, access points, and supporting amenities.
- **YMCA Site** - Produce up to (2) two alternative high-level configurations showing size, orientation, access points, and supporting amenities.
- Overlay conceptual circulation paths, ADA ramps, and parking expansions.
- Revise the master plan drawing (AutoCAD and PDF) to incorporate the preferred park concept.
- Provide 1 (one) colored updated master plan drawing.

#### 2. Additional Project Management, Coordination & Meetings

- Schedule and facilitate up to (8) eight meetings (virtual or in-person) with the City team, and key stakeholders. Meetings assumed to be one hour in length.
- Issue meeting agendas, minutes, and action-item logs.

### Fee(s):

- JEO will invoice based on our standard hourly rates (per role: principal, project manager, designer, CAD technician, etc.).
- Total fees shall not exceed **\$14,000** without prior written approval from the City.

By signing this Approval to Proceed with Additional Services the Owner agrees to the request for additional services and will pay JEO based on the hourly fees identified.

Printed name and title:

Signature:

Date:

**CITY OF VALLEY**

**EMERGENCY OPERATIONS PLAN**

**FOR**

**COMMUNITY EMERGENCY**

**AND**

**NATURAL DISASTER**

**RESPONSE AND RECOVERY**

**2025**



# CITY OF VALLEY EMERGENCY OPERATIONS PLAN

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# CITY of VALLEY EMERGENCY OPERATIONS PLAN

## I. PURPOSE

- A. The responsibility for the welfare of the residents during a disaster rests with the Mayor and the City Council. The Mayor will be responsible for the coordination and management of both the prevention preparations and the disaster operations and recovery. The elected officers of the jurisdiction shall be responsible for ensuring that emergency management services are provided to their citizens and for coordinating emergency operations in their respective jurisdictions, as well as making executive decisions necessary to provide an effective response and recovery to the disaster. (Nebraska Emergency Management Act, 1996, section 81-829.46).
- B. The emergency preparedness mission for the city of Valley is to ensure the coordination of city departments and personnel to effectively respond to and recover from a community emergency or natural disaster so that the maximum number of people and the greatest amount of property in jeopardy from a disaster can be saved and order restored as soon as possible.
- C. This plan identifies the primary disaster responsibilities of city departments and personnel employed by the city. This plan is intended to supplement the Douglas County Local Emergency Operations Plan (LEOP); functions found in this plan are also discussed in the LEOP.

- D. It is in the best interest of the city of Valley that key officials meet at least once a year and after each disaster to review the Plan with the Douglas County Emergency Manager to determine that the Plan is current and reflects the roles and responsibilities as defined by statues, resolutions and field operations.

## II. PLANNING FACTORS

### A. All-Hazards Approach

1. This Plan uses an "all-hazards" approach that provides general direction for responding to any type of disaster across a full spectrum of hazards.

### B. Vulnerable Populations

1. There are populations at risk in Valley. These will require special considerations in warning, evacuation, and other areas of disaster response.

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### C. Primary Responsibility for Disaster Response and Recovery

- 1 . The responsibility for the welfare of the residents during a disaster rests with the Mayor and the City Council. The elected officers of the jurisdiction shall be responsible for ensuring that emergency management services are provided to their citizens and for coordinating emergency operations in their respective jurisdictions, as well as making executive decisions necessary to provide an effective response and recovery to the disaster.
2. In the absence of the Mayor, the established line of succession is:
  - A.. President of the City Council
    - b. Most senior member of the City Council
    - c. An official as appointed/elected by the City Council (special election as necessary)

## BASIC DISASTER OPERATIONS

### A. Operations - Warning Phase

- 1 . When alerted of a disaster situation, the Douglas County Communications Center will begin notification of those on their emergency notification list.
2. The public may have already been warned by sirens, through the electronic media, or through telephonic notification. If there are no automated warnings, the Douglas County Communications Center will sound the sirens as authorized.

### B. Operations - Actual Disaster

- 1 . The first priority after a disaster has struck is lifesaving activities and the subsequent preservation of property. First Responders will proceed to the scene of the disaster or staging area as soon as possible. Initial requests for Field Operations assistance will be channeled through the Communications Center.
- III.
2. After the initial response, the Emergency Operations Center (EOC) may be activated to provide a site for local officials and other designated personnel to implement direction and provide coordination and support of Field Operations.
  3. Other agencies and groups not defined as First Responders may be asked to provide additional disaster services as the city begins the process of recovery.
  4. All responders in the field and officials at the EOC must maintain contact with each other to effectively coordinate response/recovery from the demands of the emergency.
  5. All responding departments, agencies and jurisdictions will follow the National Incident Management System (NIMS) protocols when conducting either individual or joint disaster response and recovery activities. This includes but is not limited to establishing unified or area incident command systems, the use of staging areas as needed, implementing multi-agency coordination systems and resource management including the identification and listing of all department, agency and jurisdiction disaster response resources (equipment, trained personnel, supplies, facilities) using the NIMS resource identification process.

### C. Operations - Departmental Responsibilities

1 . The City has defined responsibilities for providing assistance to individuals suffering injury and/or loss and for providing government emergency services after a disaster. Disaster operations can encompass several areas:

#### 2. Field Operations (Tactical and Operational)

- a. First Responders will provide the initial tactical response to a disaster.
- b. These First Responders will use the National Incident Management System by establishing Incident Command. A member of one of the First Responder emergency units will provide the initial Incident Commander. This will be determined by the nature of the disaster. Incident Command may be transferred to another agency as disaster priorities change.
- c. Because of the scope of the disaster, First Responders may incur additional responsibilities as defined in Section IV of this plan.
- d. When the EOC is activated, field operations will coordinate with the EOC; although the EOC will not dictate field actions, final authority for major decisions in response/recovery operations is the responsibility of the elected officials at the EOC.

#### 3. Emergency Operations Center (EOC) (Strategic and Functional)

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The Emergency Operations Center will be activated to coordinate disaster response and recovery with the site Incident Commander.

- a. Staffing will be determined by the severity of the situation.
- b. The EOC will be located at the Valley Fire Department. These locations provide communications capability, auxiliary power, and ample space with access to support equipment for disaster operations.

#### 4. Additional Disaster Services (Support)

Other agencies and groups may be asked for assistance after the initial response to the disaster. The Incident Command or the EOC Staff may request these services.

D. Field Operations: Incident Command and the EOC

1. Both the field responders and the EOC staff must interface during disaster operations, so response efforts are channeled for the quickest, most effective recovery for the city. The use of the NIMS will help standardize communications and enhance coordination between incidents, initial responders, mutual aid, CEO's and supporting organizations.
2. Communications Capabilities: When the Incident Commander establishes a command post and the EOC is activated, each will maintain communications with each other.
3. EOC Briefings: The Incident Commander, first responders, City Departments and agencies working the disaster may be required to send a representative to report activities, accomplishments, needed support and supplies and the next operational priority in their area. From this report, the Incident Action Plan (IAP) is developed for the next specified operational period.
4. Security of the Disaster Area:
  - a. Security may be needed at all the highway points leading into Valley. The Douglas County Sheriffs Office and Nebraska State Patrol can assist with security.
  - b. Local resources will be used first for roadblocks and barricades; then other village/county/state roads departments may be asked to help. The Incident Commander or Law Enforcement will contact the Communications Center to request additional resources from these agencies.
  - c. Identification for access to the disaster area may be issued in Valley and Douglas County. Identification may be needed for local officials volunteers, the media, and residents when the disaster area has been secured. The Douglas County Emergency Management Agency Director (or other authorized position) will distribute identification from the EOC or at the disaster access points.

E. Operations - Administration

1. Under the direction of the Mayor/City Administrator, either the Deputy Clerk will purchase or rent needed supplies, materials, and equipment or hire temporary help for disaster operations. All

agreements and contracts on a temporary basis will be recorded in the Deputy Clerk's Office. Contracting for permanent repairs and/or new construction of public facilities will follow established, routine procedures. All labor, equipment, and material expenditures, including donated supplies, equipment, professional and volunteer services for the disaster will be submitted to and documented by the Deputy Clerk.

#### IV. INCIDENT COMMAND / FIELD OPERATIONS - FIRST RESPONDERS

##### A. Primary Field Operational Control for the Disaster

1. All City Departments will become familiar with an Incident Command System per HSPD-5, NIMS. This Incident Command System will be used to ensure one point of contact for field coordination.
2. The Incident Commander may select staging area(s) if needed. The Incident Commander will inform the EOC of the location(s) of the staging area(s).

##### B. Responsibilities List for Field Operations

1. In preparing this plan, city officials have assigned responsibilities for disaster response and recovery. These responsibilities address an "allhazards" approach; therefore, all activities listed for each department may not need to be applied to every disaster. However, the list is not allinclusive; at the direction of either the Department Supervisor or the City Administrator (Mayor, if no City Administrator); city personnel may be requested to perform other disaster duties.
2. The task assignments for each City Department are written in general terms and purposely do not tell supervisors how to do their jobs. Each Department should develop guidelines (SOPs) for their specific operations in a disaster situation.

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##### C. Police Department - Police Chief (LEOP - Annex H)

1. Will be among the First Responders to the disaster scene.
2. Implements the appropriate National Incident Management System.

3. Assesses communications capability as a priority action.
4. Notifies off-duty Police Department personnel and, if required, other law enforcement agencies for assistance. About 25 persons could be available from the Bennington and Waterloo Police Department(s), County Sheriffs Office, Nebraska State Patrol, Game and Parks Commission.
5. If needed, in conjunction with the Fire Department, warns residents and businesses by public address systems, knocking on doors, or other means.
6. Conducts any evacuation as required; including coordination with Emergency Management to select the best evacuation routes to the selected shelter. See Annex E for evacuation planning and operations guidelines.
7. Implements established procedures for roadblock locations to isolate Valley if entry control is necessary.
8. Warns the public to evacuate by public address system, social media or telephonic notification or door-to-door if time does not allow emergency information to be released through the Public Information Officer; the Fire Department may assist in contacting those affected. See Annexes B and D for communications capabilities and strategies.
9. Coordinates with the EOC and Incident Command for transportation of special needs evacuees.
10. Coordinates with the EOC and Incident Command in selecting assembly points and exercises surveillance over the assembly points being used for loading buses used for evacuation.
11. Assesses and determines the immediate needs for cleared routes to the hospital and coordinates with the EOC and Incident Command.
12. Coordinates traffic control and crowd control in and around the disaster area.

13. Coordinates with the Street Department for barricades, signs, and flags at control points as established by the Police Department. This will also be coordinated with the EOC and Incident Command.
14. Conducts search and rescue operations with Fire Department personnel.
15. Assesses the need for other City Departments to respond, contacts the Superintendents of Departments and reports this to the EOC.
16. May request opening the EOC for assistance in coordinating disaster response.
17. Relocates to an alternate site, Fire Station if the Police Station is damaged.
18. May initially advise the EOC of area affected and gives general damage information.
19. Refers inquiries from the general public regarding the disaster or the whereabouts of an individual to the EOC.
20. Sends a representative to the briefings at the EOC; informs the EOC/City Administrator/Mayor/Incident Commander of any problems.
21. Secures the disaster area:
  - a. To include critical public facilities and residences
  - b. Controls EOC security from any interference with emergency operations
22. Prevents looting in disaster area.
23. Prevents re-entry into damaged or contaminated buildings.
24. Provides security at shelters, if needed.
25. Provides security for visiting dignitaries.
26. Notifies the EOC of possible flooding problems.
27. Continues with police responsibilities and services in unaffected areas.
28. Designates and maintains the lines of succession in the absence of the Police Chief.

D. Communications Center - Police Department (LEOP - Annex B)

1. Maintains a current call-down roster of phones and pagers for key city personnel and others such as the hospital, care centers, schools, and businesses.
2. Provides warning through sirens and telephonic means; if the endangered area is isolated, telephones residents and/or businesses and initiates other warnings systems for identified special populations.
3. Monitors and disseminates further watches and/or warnings or advisories.
4. After the initial request for first response, makes the necessary notifications to include notifying the City Administrator, Mayor, and Emergency Management Coordinator.
5. Coordinates emergency radio traffic.
6. May request additional assistance through the EOC.

E. Fire Department - Fire Chief (LEOP - Annex F)

1. Among the First Responders to disaster scene.
2. Assumes the operational control for fire suppression and explosions.
3. If properly trained, serve as a hazardous materials responder; provides measures to minimize dangers from hazardous materials.
4. Provides radiological monitoring at radiological accidents, including the necessary coordination with Nebraska Health and Human Services System Regulation and Licensure and the Nebraska Emergency Management Agency.
5. Implements the Incident Command System per NIMS.
6. May request opening the EOC for assistance in coordinating and supporting disaster response.
7. Coordinates with Law Enforcement in search and rescue operations.
8. Assists Law Enforcement in evacuation efforts.

9. Assists Law Enforcement in warning by public address system or door-to-door.
  10. Assists Law Enforcement in crowd control/security of the disaster area.
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11. Assesses need for other City Departments to respond and contacts the Department Superintendent(s); reports this to the EOC.
  12. Implements mutual aid agreements with other jurisdictions, as needed.
  13. Coordinates the staging area with the EOC and Incident Command.
  14. Provides back-up equipment for water pumping.
  15. Assists in safety inspections to assure the integrity of a structure before permitting re-occupancy.
  16. Sends a representative to briefings at the EOC; informs the EOC/City Administrator/Mayor/Incident Commander of any problems.
  17. Refers inquiries from the general public regarding the disaster or the whereabouts of an individual, to the EOC.
  18. Continues fire suppression operations.
  19. Establishes and maintains the lines of succession in the absence of the Fire Chief.

F. Emergency Medical Services - Rescue Chief (LEOP - Annex G)

1. May be among the First Responders at the disaster scene.
2. Implements the Incident Command System per NIMS.
3. Conducts triage operations, if needed.
4. Operates emergency medical units to provide emergency treatment to injured personnel at the scene.
5. Transports injured to the hospital; checks with Police Department\EOC for open routes to hospital.
6. Implements mutual aid agreements with other jurisdictions as necessary, allowing hospital staff to stay at their facility to receive injured.

7. Sends a representative to briefings at the EOC and informs the EOC/City Administrator/Mayor/Incident Commander of any problems.
8. Continues emergency medical services for the remainder of the City.
9. Establishes and maintains the lines of succession.

G. Public Works/Utilities (LEOP - Annex K)

1 . The Public Works/Utilities Department includes these departments: Street, OPPD, People Service Inc., Parks and Recreation. If a staging area for the Public Works/Utilities function is established, it will be coordinated with the EOC and Incident Command.

2. Street Department - Superintendent

3. The call to respond to the disaster will come from dispatch at the Douglas County Communications Center. The Superintendent will coordinate with the City Administrator on disaster work assignments. Tasks may include but are not limited to:

- a. Developing a response priority/plan to clear debris from the primary routes needed for First Responders; then clearing the arterials and collectors.
- b. Assessing and reporting street damage to the EOC; systematically clearing the streets as prioritized at the EOC briefings with input from the City Administrator, Police Department, and other affected City Departments.
- c. Closing streets, if requested by Police Department, by transporting and erecting barricades, signs, and flags at control points established by Law Enforcement.
- d. Posting traffic directional signs, as needed, particularly for evacuation.
- e. Clearing debris from public areas, but only from private property as is necessary for the rescue or safety of the occupants.
- f. Performing priority repairs to streets.
- g. Clearing inlets and repairing storm sewers.
- h. Providing emergency repair and maintenance of vehicles and equipment during disaster operations.
- i. During flooding conditions, coordinating sandbagging operations for public buildings/entities.

- j. Assisting the City Administrator/Mayor in meeting requirements for the disposal of disaster debris. Responsibilities for landfill operations are listed under City Administrator.
  - k. Establishing temporary debris collection or disposal sites, additional temporary tree burning areas, as needed and as approved by Dept. of Environmental Quality.
- l. If not being utilized, furnishing heavy equipment and personnel to other City Departments.
- m. Sending a representative to the briefings at the EOC; informing the EOC, City Administrator, Mayor and Incident Commander of accomplishments, needs and any problems.
  - n. Maintaining records of all overtime, operational expenses, repair costs, in-stock supplies used; supplies, equipment and labor procured during the response and recovery.

#### 4. Electric Department - OPPD

- a. All department employees will report to their normal Street and Electric Shop for vehicles, mobile communications and assignments. If their work reporting stations are un-accessible, they will receive further information during the notification or recall process.
- b. The first qualified employee reporting may survey the sub-stations; survey overall damage to see if outside assistance will be required and will alert the Superintendent if mutual aid is needed. This will also be reported to the EOC.
- c. Electrical Supervisor/director will direct and coordinate activities that:
  - 1) De-energizes downed power lines.
  - 2) Restores service as prioritized.
  - 3) Coordinates with the City Administrator/Mayor and Incident Command and supplier in finding a temporary source of electricity should the city need it to restore utility service.
  - 4) Keeps the City Administrator/Mayor, Incident Command and supplier informed of the current situation and when service may be restored.

- 5) Sends representative to briefings at the EOC; inform the EOC of any problems.
- 6) Safety inspects the electric systems on damaged public buildings; coordinates with the building inspector on these inspections.
- 7) Provides emergency lighting where needed for disaster operations.
- 8) Coordinates the use of emergency power generators with the EOC and Incident Command.
- 9) Furnishes available heavy equipment and personnel to other City Departments.

5. Water and Wastewater Department — People Service Inc.

a. Water Division

- 1) Can assess each house individually.
- 2) Maintain water pressure and uncontaminated water supply.
- 3) Where possible, ensures an adequate water supply to the fire hydrants in case of major fire.
- 4) Is prepared to isolate the water system where there is a possibility of contamination from a hazardous materials spill.
- 5) Repairs the water tower and/or mains, as prioritized; isolates ruptured or damaged mains until repairs can be made.
- 6) Coordinates water testing with the State Health and Human Services System.
- 7) Provides potable emergency water supply.
  - a. Locates suitable containers; fills with uncontaminated, potable water.
  - b. Distributes water to locations as coordinated by the EOC; is aware of prioritized facilities needing water such as the hospital or care facilities.

8) Safety inspects the water system.

b. Wastewater Division

- 1) Maintains the sanitary sewer operations.
- 2) Is prepared to isolate in-flow if the incident involves a hazardous materials spill into the waste system.
- 3) Safety inspects the wastewater system if damaged from the disaster.
- 4) Contracts for portable toilets and for their maintenance.

c. Both Water and Wastewater Divisions

- 1) If not being utilized, may be required to furnish equipment, such as vehicles, and personnel to other City Departments.
- 2) Sends one person to EOC briefings to represent both Divisions; informs the EOC/City Administrator/Mayor/Incident Commander of any problems.

6. Parks and Recreation Department — Public Works

- a. Surveys damage to parks.
- b. Reports to the City Administrator/Mayor for disaster work assignment.
- c. If not being utilized, furnishes equipment/personnel to other City Departments; will primarily assist Street Department.
- d. Will attend or be represented at EOC briefings; informs the EOC/City Administrator/Mayor of any problems in disaster clean-up/repair.

7. Landfill Operation

The City Administrator/Mayor will primarily be responsible for coordinating disposal of disaster debris and will work with the Street Department in accomplishing this function. The following may be some of the requirements for disaster operations:

a. Meet the demand for greater disposal operations by:

- 1) Requesting an extension of hours as needed for debris disposal.

2. Requesting signs or guides in the landfill area to organize disposal efforts.
3. Obtain permission from DEQ for normally unauthorized items (to the extent possible) to go to the landfill; find alternatives for disposal of unauthorized items.
4. Maintain a "salvage depot" for recovered, unclaimed damaged property which is removed from public or private property.
5. In coordination with other affected City Departments, the EOC, and Incident Commander establishes temporary site(s) for debris disposal/storage, separation, storage, recycling.
6. Will establish an additional temporary drop-off area.

## EMERGENCY OPERATIONS CENTER

### A. Mayor/City Council (LEOP - Annex A)

Responsibilities of the Mayor and City Council during disaster operations may include, but are not limited to:

- 1 . Making executive decisions; establish an effective disaster response policy.
- V. 2. Exercising emergency powers; provide policy decisions.
3. Signing the Disaster Declaration.
4. Exercising the final authority on subjects such as:
  - a. Curfews
  - b. Price restrictions
  - c. Standards for contractors, craftsmen
  - d. Temporary waivers for land use
  - e. Other related legal responsibilities

## f. Evacuation decisions

5. Approving emergency legislation for the city.
6. Activating the EOC; notifying the Emergency Manager
7. Emergency Public Information (LEOP - Annex D)
  - a. The Mayor will ensure that the public is given timely and accurate information through the Public Information Officer (PIO).
  - b. The Mayor will designate a PIO at the time of the disaster if one is not appointed.
  - c. The PIO will establish an Information Center to:
    - 1) Release emergency directions and information to radio, television and newspaper.
    - 2) Work with outside media sources, providing timely, accurate information at scheduled media briefings or as the situation dictates.
    - 3) Maintain liaison with the EOC and the Incident Commander to stay abreast of current information.
    - 4) Serve as the source through which the media will gain access to public officials, if required.
    - 5) Provide current and accurate information to the general public making inquiries.

B. City Administrator (The Mayor assumes the following duties if there is no City Administrator.)

The City Administrator is the administrative head of the city government and works under the direction of the Mayor who has final authority for all City Departments. The City Administrator may be delegated responsibility by the Mayor and Council to coordinate with the Emergency Management Coordinator in providing unified management of the direction and control

functions for disaster response and recovery and for support of the Incident Command. The City Administrator's responsibilities may include, but are not limited to:

- 1 . Coordinating with the Mayor/City Council members, the Emergency Management Coordinator and the Incident Commander during disaster operations.
- 2. The City Administrator will be alerted of a disaster situation by the dispatcher or Emergency Management Coordinator; normally, the City Administrator will, in turn, call the Mayor.
- 3. Activating the EOC.
- 4. Reporting to the EOC to monitor the disaster incident through situation reports and data coming into the EOC; visiting the various areas of the disaster, as necessary.
- 5. In conjunction with the Incident Commander, determining EOC staffing.
- 6. Providing over-all coordination of all City Departments and purchasing for handling the disaster effort.
- 7. In conjunction with needs of Field Operations and Emergency Management:
  - a. Recruiting any city personnel not involved in disaster response who could assist in emergency duties.
  - b. Forming a clerical pool and provide any other support personnel needed to staff the EOC - may include recording disaster events, maintaining status boards, word processing, answering inquiries, telephoning, etc.
- 8. Maintaining current inventory and resource list of emergency equipment and supplies.
- 9. Coordinating citywide resources that may be used in disaster response/recovery.
- 10. Coordinating with the City Attorney on any legal emergency matters.
- 11. Responding to official inquiries.
- 12. If a number of public buildings and/or streets have been affected by the disaster, assisting in prioritizing the return to service.

A-iii

- 13. Coordinating with the Building Inspector in recovery and rebuilding efforts.

14. Ensuring the Building Inspector has designated someone to photographically document damage should there be a later application for state or federal assistance.
15. Designating appropriate staff to photograph debris piles before disposal.
16. In conjunction with the Deputy Clerk, ensuring that the Deputy Clerk documents expenses for the disaster including the donation of supplies, equipment, services and volunteer labor.
17. Assisting the Emergency Management Coordinator in determining the location(s) for the distribution of potable water and requesting the Water Department to provide potable water to the public; then through the Public Information Officer, notifying the public of the availability and location(s) of water.
18. Working with the Emergency Management Coordinator in providing liaison with local contractors, businesses, and industries to obtain the needed heavy equipment and operators, supplies, or specialized personnel as required in the disaster situation.
19. Advising disaster victims of temporary emergency housing.
20. Establishing a point of contact for cash donations from the community for disaster victims/efforts and establishing guidelines in distributing the money. Also maintain an accepted, standardized accounting system to track appropriate financial donations.
21. Maintaining a "salvage depot" for unclaimed items.

#### C. Emergency Management Coordinator

The Valley Emergency Management Coordinator will act as a disaster operations advisor to the Mayor and City Council. In performing the direction and control function for coordinating disaster operations, the Emergency Management Coordinator will work closely with the City Administrator. Disaster operations duties for the Emergency Management Coordinator may include, but are not limited to:

1. Being responsible for the EOC readiness to include adequate communications systems, status/ICS boards, maps, office supplies/ equipment, printed logs/forms, alternate power or an alternate location.

2. Activating the EOC (normally called by the Dispatcher from the Police Station); assumes overall operational management and coordination for the support of emergency functions of the disaster response and recovery.
3. In conjunction with the City Administrator/Mayor, determining who is needed on the EOC Staff.
4. Maintaining a current call-down list of EOC Staff with an established procedure for calling in the Staff.
5. Coordinating additional communications support, such as amateur radio operators, staff to take calls for "rumor control", etc.
6. Tracking and recording disaster events electronically, or on a status board or flip chart; plotting areas of destruction on maps; staff from the City Clerk/Treasurer's may be assigned this function.
7. Conducting EOC briefing(s) to coordinate disaster response/recovery efforts; determine with executives how often briefings are needed.
8. Coordinating with the City Departments as well as local businesses, private groups, volunteers, and adjacent jurisdictions called for mutual aid and with Douglas County government if the situation dictates.
9. Requesting the Public Information Officer to provide emergency information to the public concerning an evacuation.
10. Coordinating transportation that may be required for evacuation.
11. Advising in the selection of assembly points for transportation.
12. Coordinating shelter operations with the American Red Cross.
13. Recommending that the Mayor/Council declare an emergency; preparing the Disaster Declaration for the signature of the Mayor and the witness of the Clerk.
14. Coordinating with the City Attorney on any legal emergency matters.
15. Coordinating with the ARC/Social Services/Area Agency on Aging on disaster needs of individuals to provide necessary outreach services and assistance in recovery.

16. Coordinating staging areas with Field Operations.

17. Disseminating Identification for emergency workers.
18. Coordinating with the City Administrator in determining potable water distribution locations; assuring that the public is notified concerning the availability and location of water.
19. Working with the City Administrator in providing liaison with local contractors, businesses and industry to obtain the needed heavy equipment and operators, supplies, or specialized personnel as required.
20. Making formal requests to the next higher levels of government for assistance if the disaster response is beyond the capability of the City.
21. Providing pre-event training opportunities for personnel who will respond to a disaster.
22. Reviewing and updating this Plan for the City of Valley, annually.

D. City Attorney

- 1 . Reviews the Nebraska Emergency Management Act and provides emergency legal counsel to city officials on subjects such as:
  - a. Curfews
  - b. Price restrictions
  - c. Standards for contractors, craftsmen to ensure disaster victims are not further victims of unscrupulous practices
  - d. Temporary waivers for land use
  - e. Other related legal duties
2. Drafts emergency legislation for the city.
3. Provides assistance in negotiating contracts for emergency services.

E. Building Inspector (LEOP - Annex C)

- 1 . May coordinate or assist the Debris Manager in damage assessment of:
  - a. Public entities
  - b. Homes

## C. Businesses

2. Compiles information to define the property appraisals/values and insurance coverage as well as damage sustained.
3. In conjunction with the City Administrator, assures someone is designated to photograph and record public and private damage should there be an application for state or federal assistance.
4. Compiles all damage assessment reports into a summary document for use by the EOC Staff.
5. Assures that safety inspections are conducted for public and private buildings and issues temporary occupancy permits for temporary housing.
6. Prepares demolition orders for all unsafe structures and provides assistance in the coordination of the demolition work.
7. Assures that rebuilding is in compliance with the City's master development plan.
8. Coordinates first with local contractors/lumber yards to restore damaged public facilities.
9. Coordinates with the City Administrator in establishing a point of contact for insurance adjusters and the influx of builders and repairmen.
10. Contracts, with the approval of the City Administrator, for needed structural engineering services.
11. Coordinates, as necessary, with the OPPD Electrical Inspector on the safety inspections of the electric systems on damaged public buildings.
12. Ensures that all incoming contractors register through the Building Inspectors office.

F. Deputy Clerk

1. Witnesses the Disaster Declaration.
2. Tracks and documents all expenses for the disaster operations from each City Department to include:

- a. Labor (regular and overtime, temporary help and volunteer time).
  - b. Equipment usage, rentals, repairs due to the disaster.
  - c. Materials (to include parts and supplies used from the City's inventory) and
  - d. Accounts for the reception and disbursements of all appropriate financial aid, equipment, supplies, volunteer labor and donations.
3. Coordinates with the Purchasing Officer in assigning (at the time of the disaster) an account number for emergency expenditures.
  4. Provides financial statistics and summaries for the cost of the disaster, when requested.
  5. In conjunction with the City Administrator, prepares the necessary documentation required for state and federal disaster assistance applications.
  6. In initial disaster response, may assist at the Communications Center.
  7. Provides staff for the EOC to track and record disaster events.
  8. Work as or closely with the Volunteer Coordinator in Valley. Procedures are outlined in Attachment 1 to Annex L.

NOTE:(/t is suggested that in major events, another person be assigned the responsibility for volunteer coordination and work closely with the Clerk, as the Clerk has other specialized financial and other civil responsibilities during an event)

#### G. Purchasing Officer

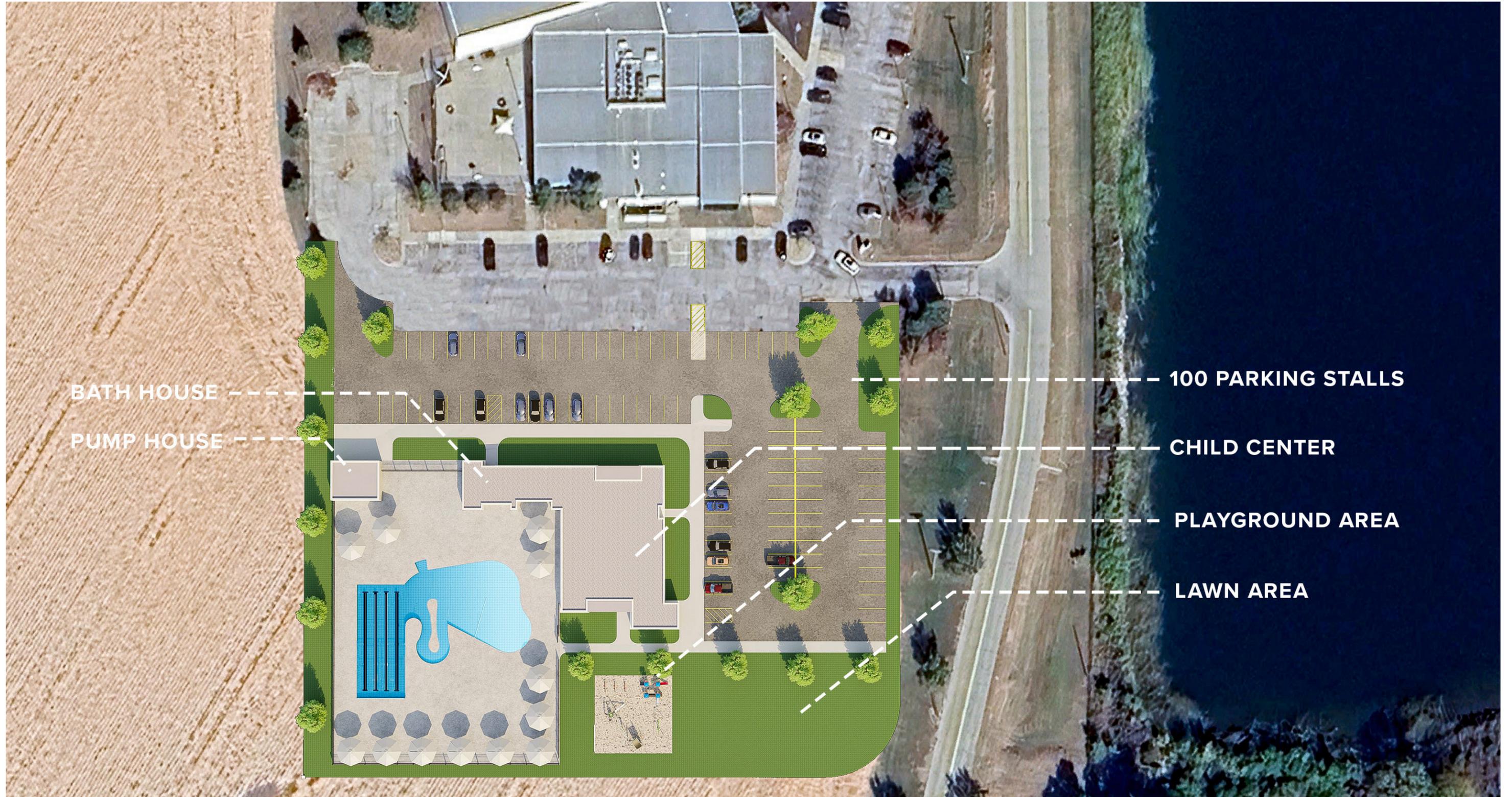
1. Makes emergency purchases, as required.
2. When the Mayor declares a disaster, implements the policy that delegates authority to department superintendents to purchase or lease emergency supplies and/or equipment for which the city is responsible.
3. Coordinates with the City Clerk/Treasurer in assigning department superintendents an account number for emergency expenditures.

# POOL CONCEPT - VALLEY CITY PARK SITE



- 1 Existing Baseball Field
- 2 Dog Park
- 3 Entry Feature
- 4 Consolidated Playground & Cycle Track
- 5 Splash Pad
- 6 New Restrooms
- 7 Sand Volleyball Court
- 8 Basketball Court
- 9 Existing Tennis Court
- 10 Pickle Ball Courts
- 11 Drop-off Lane
- 12 New Parking
- 13 Small Park Structure
- 14 Loop Road
- 15 8 ft Wide/ 0.5 Mile Long Walking Loop
- 16 New Pool
- 17 Entry Plaza with Seating

# POOL CONCEPT - YMCA SITE

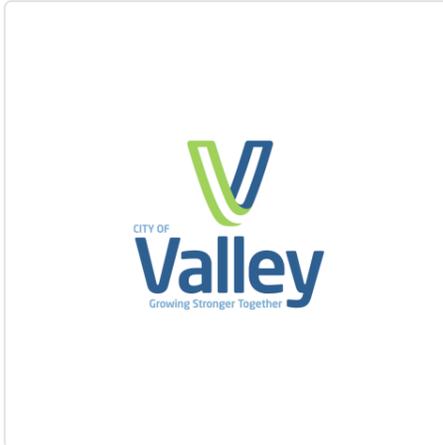




# Security Services Proposal for

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## Valley Code Enforcement



### PREPARED BY

Nathan Ridenour  
nate.ridenour@teamsignal.com

### PREPARED FOR

Rune Boogaart  
buildinginspector@valleyne.org

# Security Services

## Patrol Services

---

Our flagship service, providing you with peace of mind in knowing it is the strongest visual deterrent available in the security industry today. When we combine the prominence of our branded patrol vehicle, which is outfitted with reflective graphics, LED lighting, and Wi-Fi communications technology with our ability to respond to situations in a timely manner, you get an optimum security solution.

This service is the most cost-effective security solution that we currently offer. GPS-tracked vehicles and time-stamped electronic reports ensure quality services with verifiable performance. We offer our clients the flexibility to customize programs to address any and all security concerns such as:

- Maintenance: Lighting, Waste & Irrigation Assessments
- Access Control Services
- Facilities Checks: Offices, Pools, Fitness
- Facilities, Laundry Facilities and more
- Disturbance and Alarm Response

## Dedicated Services

---

When you need a consistent security presence at your facility, turn to our team to create peace of mind for your employees, customers, tenants and others. We provide our clientele with highly trained, highly visible, and highly effective coverage at businesses of any size. Our Dedicated Services are designed to efficiently meet your needs with our professional security personnel.

Our security personnel selection process is first-rate, establishing higher standards in an industry that desperately needs them. Every security officer candidate undergoes an extensive interview process and background investigation, which includes a criminal history check and immediate and ongoing drug testing. Our officers are given consistent opportunities to continue their professional development with additional training coursework.



**League Association of Risk Management  
2025-26 Renewal Resolution**

RESOLUTION NO. 2025-22

WHEREAS, CITY OF VALLEY, Nebraska is a member of the League Association of Risk Management (LARM);

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

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

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

- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2028. (**180 day and 3 year commitment; 5% discount**)
- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2027. (**180 day and 2 year commitment; 4% discount**)
- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2026. (**180 day notice only; 2% discount**)
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2028. (**90 day notice and 3 year commitment only; 2% discount**)
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2027. (**2 year commitment only; 1%**)
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2026. (**90 day Notice only**)

Adopted this \_\_\_\_\_ day of July 2025.

Signature:	_____
Title:	<u>Mayor</u> _____
ATTEST:	_____
Title:	<u>Clerk</u> _____

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



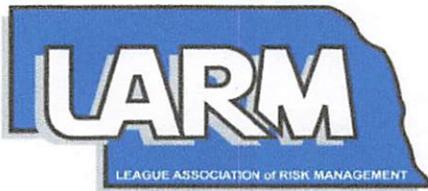
Proposal For: City of Valley

Effective Date: 10/1/2025

COVERAGE	LIMITS AND APPLICABLE DEDUCTIBLES	CONTRIBUTION
Worker's Compensation	Statutory Limits \$500,000 Employer Liability	\$37,317
General Liability	\$5,000,000/\$5,000,000 Per Occurrence/Aggregate \$0 Deductible	\$34,546
Errors & Omissions	\$5,000,000/\$5,000,000 Per Occurrence/Aggregate \$5,000 Deductible	\$15,671
Law Enforcement Liability	\$5,000,000/\$5,000,000 Per Occurrence/Aggregate \$5,000 Deductible	\$13,555
Auto Liability	\$5,000,000 Combined Single Limit \$0 Deductible	\$4,183
Auto Physical Damage	15 x Vehicles \$ Varies on Deductible	\$13,266
Commercial Property	\$21,181,497 \$2,500 Deductible	\$83,524
<b>TOTAL ANNUAL CONTRIBUTION:</b>		<b>\$202,062</b>

Contribution Credit Options

	180 Day Notice, 3 Year Commitment	180 Day Notice, 2 Year Commitment	180 Day Notice Only	90 Day Notice, 3 Year Commitment	90 Day Notice, 2 Year Commitment	90 Day Notice Only
Commitment Discount:	<b>5%</b>	<b>4%</b>	<b>2%</b>	<b>2%</b>	<b>1%</b>	<b>0%</b>
Property & Liability:	\$156,508	\$158,155	\$161,450	\$161,450	\$163,098	\$164,745
Workers' Compensation:	\$35,451	\$35,824	\$36,571	\$36,571	\$36,944	\$37,317
Total Contribution:	\$191,959	\$193,980	\$198,021	\$198,021	\$200,041	\$202,062



Proposal For: City of Valley

Effective Date: 10/1/2025

COVERAGE	LIMITS AND APPLICABLE DEDUCTIBLES	CONTRIBUTION
Worker's Compensation	Statutory Limits \$500,000 Employer Liability	\$37,317
General Liability	\$5,000,000/\$5,000,000 Per Occurrence/Aggregate \$25,000 Deductible	\$24,035
Errors & Omissions	\$5,000,000/\$5,000,000 Per Occurrence/Aggregate \$25,000 Deductible	\$10,143
Law Enforcement Liability	\$5,000,000/\$5,000,000 Per Occurrence/Aggregate \$25,000 Deductible	\$9,384
Auto Liability	\$5,000,000 Combined Single Limit \$0 Deductible	\$4,183
Auto Physical Damage	15 x Vehicles \$ Varies on Deductible	\$13,266
Commercial Property	\$21,181,497 \$2,500 Deductible	\$83,524
<b>TOTAL ANNUAL CONTRIBUTION:</b>		<b>\$181,852</b>

Contribution Credit Options

	180 Day Notice, 3 Year Commitment	180 Day Notice, 2 Year Commitment	180 Day Notice Only	90 Day Notice, 3 Year Commitment	90 Day Notice, 2 Year Commitment	90 Day Notice Only
Commitment Discount:	5%	4%	2%	2%	1%	0%
Property & Liability:	\$137,308	\$138,754	\$141,644	\$141,644	\$143,090	\$144,535
Workers' Compensation:	\$35,451	\$35,824	\$36,571	\$36,571	\$36,944	\$37,317
Total Contribution:	\$172,759	\$174,578	\$178,215	\$178,215	\$180,033	\$181,852



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

## **How to process the attached annual renewal resolution**

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

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

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

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

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

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

The enclosed Renewal Resolution form for the new term is made available for your use in designating the annual selection for the 2025-26 Pool Year. Once you have elected your contribution credit option, please authorize the Renewal Resolution and return to LARM to the address provided on the form. In order that LARM is able to issue process invoices as quickly as possible and prior to inception of the 2025-26 Pool Year, LARM requests that the fully executed Renewal Resolution be received no later than **August 15, 2025**. Once the Renewal Resolution

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

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

**Important Postscript:**

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



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

June 30, 2025

Dear LARM Member,

Attached please find your Renewal Coverage Proposal for the 2025-26 Pool Year. This proposal is itemized by line of coverage to represent your specific limits, deductibles, annualized contributions and to outline LARM's resolution credit options available for the new term.

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

To continue the goal of pursuing a strong financial position, the LARM Board formally approved the recommended adjustment to the 2025-26 Pool Year rate levels as follows:

- + 26% rate adjustment for Property.
- + 5% adjustment Level rates for Liability Coverages.
- + 5% adjustment for Workers' Compensation.

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

As always, the LARM Board and staff are very pleased that your community will continue to support LARM as we celebrate our 31<sup>st</sup> year of unparalleled commitment to serving our Members. On behalf of each of us, I thank you for making our partnership a mutual success.

Sincerely,

LEAGUE ASSOCIATION OF RISK MANAGEMENT

A handwritten signature in cursive script that reads "Tracy Juranek".

Tracy Juranek

Customer Service Specialist/Assistant Executive Director

## **RESOLUTION NO. 2025-28**

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

**WHEREAS**, the City of Valley, Nebraska wants to establish a policy regarding the purchase of uniforms and standard equipment by the City for its full-time police officers; and

**WHEREAS**, to remain competitive in the job market, the City desires to offer this benefit to its full-time police officers; and

**WHEREAS**, the City Council of the City of Valley desires to adopt a policy with respect to the purchase of uniforms and standard equipment for its full-time police officers;

**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 City Council of the City of Valley, Nebraska:

1. That the City of Valley shall purchase and provide uniforms and standard equipment to all full-time police officers.
2. That the City Treasurer shall create a line item in the budget specifically for the purchase by the City of uniforms and standard equipment for all full-time police officers.

PASSED AND APPROVED this \_\_\_\_ day of August, 2025.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

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

ATTEST:

\_\_\_\_\_  
Christie Donnermeyer, City Clerk

## **RESOLUTION NO. 2025-29**

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

**WHEREAS**, the City of Valley, Nebraska wants to establish policies regarding Capital Assets Management Policy and Accounting Policies and Procedures; and

**WHEREAS**, the auditors for the City of Valley have requested and have required the City of Valley to adopt such policies and procedures; and

**WHEREAS**, the City Council of the City of Valley desires to adopt such policies regarding Capital Assets Management Policy and Accounting Policies and Procedures;

**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 City Council of the City of Valley, Nebraska:

1. That the Capital Assets Management Policy attached hereto as Exhibit “A” and incorporated herein by this reference is hereby approved and adopted.
2. That the City of Valley Accounting Policies and Procedures attached hereto as Exhibit “B” and incorporated herein by this reference is hereby approved and adopted.

PASSED AND APPROVED this \_\_\_\_ day of August, 2025.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

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

ATTEST:

\_\_\_\_\_  
Christie Donnermeyer, City Clerk



# CAPITAL ASSET MANAGEMENT POLICY

## Purpose

This Policy is intended to be a guide to the City of Valley's determination of expenditures which are subject to capitalization, guidance of depreciable life, asset inventory and accountability procedures, and asset disposal to comply with the requirements of GASB Statement 34: Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments.

## Background

GFOA recommends that state and local governments consider the following guidelines in establishing capitalization thresholds:

- *Potentially capitalizable items should only be capitalized only if they have an estimated useful life of at least two years following the date of acquisition;*
- *Capitalization threshold are best applied to individual items rather than to groups of similar items (e.g., desks and tables), unless the effect of doing so would be to eliminate a significant portion of total capital assets (e.g., books of a library district);*
- *In no case should a government establish a capitalization threshold of less than \$5,000 for any individual item;*
- *In establishing capitalization thresholds, governments that are recipients of federal awards should be aware of federal requirements that prevent the use if capitalization thresholds in excess of certain specified maximum amounts (i.e., currently \$5,000) for purposes of federal reimbursement; and*
- *Governments should exercise control over potentially capitalizable items that fall under the operative capitalization threshold.*

## Definitions

The City of Valley will adopt the following definitions:

**Capital Asset** – an investment in tangible assets (things you can physically touch) intended for long term use in the ordinary course of business operations. An asset must meet both of the qualifications below to be considered a capital asset:

1. It must have a useful life of more than two years
2. It must not lose its physical identity upon installation. Example, a pump that can be utilized in a number of production areas would be a capital asset. However, a pump that is a built in component of another capital asset, and can only be used for that purpose would not be considered a capital asset by itself.

**Capital Improvement** – An expenditure to bring the asset to a condition of intended use, beyond its original or current state. Improvements will increase an asset's useful function or service capacity, perform a required extension of "useful life," enhance the quality of services, reduce future operating costs, or upgrade essential parts of the asset. Examples include upgrading to energy efficient lighting, renovation that adds value to property, widening roads, repaving streets, purchasing new fleet vehicles, IT networks, or any major, value adding improvements.

**Construction-In-Progress (CIP)** – is a category of capital assets, which represent the cost of building, improvements other than buildings, infrastructure or equipment under construction. When completed, the total cost is removed from construction-in-progress and reported under the appropriate capital asset category. Construction-in-progress is not depreciated.

**Economic Utility** – The capacity of an individual capital asset to satisfy its intended economic purpose. This definition will most likely apply to repairs of current capital assets. Some repairs will clearly add economic utility and should be capitalized, where others do not add economic utility and should not be capitalized

**Historical Cost** – An accounting method in which assets are listed on a balance sheet with the value at which they were purchased, rather than the current market value. The historical cost principle is used to reflect the amount of capital expended to acquire an asset, and is useful for matching against changes in profits or expenses relating to the asset purchased, as well as for determining past opportunity costs.

**Infrastructure** – Assets are long-lived capital assets that normally are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets. Examples of infrastructure assets include: drainage systems, roads, bridges, water and sewer systems, lighting systems, and data and communication networks.

**Intangible Asset** – an investment in intangible assets (things which you cannot touch) include intellectual property such as software, patents, trademarks, and copyrights.

**Repair and Maintenance** – Both routine repair and maintenance are performed to restore the asset’s physical condition and/or operation to a specific standard, prevent further deterioration, replace or substitute a component at the end of its “useful life”, serve as an immediate but temporary repair, or assess ongoing maintenance requirements.

## **Guidelines**

### **A. Improvements**

Improvements provide additional value by either 1) lengthening a capital asset’s estimated useful life or 2) increasing a capital asset’s ability to provide service (i.e., greater effectiveness or efficiency).

The city will also consider the “three-part improvement test” for capitalizing expenditures to “improve” a pre-existing unit of property. For this purpose, a unit of property is improved if the expenditures result in:

1. A betterment to the structure, material condition, increase productivity, efficiency, strength, quality or output of the unit of property. Example: 50% reduction in energy costs is considered material while 10% is not.
2. Restorations are made to restore a unit of property. The amount paid for the replacement of a “major component or substantial structural part” of a unit of property is an amount paid to restore (and therefore improve) the unit of property. Determination of whether a component or part was “major” or “substantial” depends on the facts and circumstances.
3. New or different use – adaption of property to a new or different use.

### **B. Donated Assets**

1. Prior to accepting any donated capital assets, the capital asset will be reported to the City Administrator.
2. Upon approval from the City Administrator or the City Council, the donated capital assets will be reported to the City Clerk and Treasurer at their estimated fair value at the time of acquisition plus ancillary charges, if any.

## **Method of Depreciation**

For simplicity and consistency, the City of Valley will use the straight-line depreciation method (historical cost divided by useful life) for depreciation of all depreciable capital assets. In addition, it will be assumed that the capital assets will have no salvage value.

Depreciation will start in the year the asset is placed into service and depreciation will be taken monthly regardless of the actual date of service or disposal. The actual date of service will be tracked however.

### Asset’s Threshold & Useful Life

The City of Valley’s parameters for treatment of Fixed Assets:

1. Capitalization threshold levels and useful lives for capital assets are as follows:
  
2. The straight-line depreciation method will be used for depreciation of all

<b>Assets Capital</b>	<b>Threshold</b>	<b>Useful Life</b>
Movable Property (not including computer software)	\$5,000	Varies-see table detail
Computer s/w purchased or developed for internal use	\$5,000	3 years
Buildings & improvements	\$10,000	Varies-see table detail
Land and nondepreciable land improvements	N/A – capitalize all	No useful life assigned for inexhaustible assets
Infrastructure	\$10,000	30 years
Historical works of art	N/A	No useful life - inexhaustible
Leasehold improvements	\$10,000	< of 20 years or lease term

depreciable capital assets.

3. Repairs and maintenance will not be capitalized only improvements. See definition.
4. Land and construction in progress are not depreciated.

<b>Description of Assets and Examples</b>	<b>Useful Life</b>
<b>Moveable Property</b>	
Office Furniture & fixtures Example: desks, file cabinets, fireproof secure storage containers, etc.	10
Computers & peripheral equipment Examples: hard drives, printers, servers, large scanners, TV screens, AV equipment, etc.	4
Medical equipment	5
Automobiles	7

High mileage automobiles Examples: Police cars	5
Light general-purpose trucks (<13,000 lbs.)	5
Heavy general-purpose trucks (>13,000 lbs.)	6
Trailers and trailer mounted container	8
Buses	9
Construction equipment Including lawn and snow removal equipment	6
Telephone central office equipment, police scanners, body cameras, and radios	8
<b>Buildings and Improvements</b>	
Single use buildings	40
Service station buildings and related exterior improvements.	30
Roof	20
<b>Depreciable Land Improvements</b>	
Land improvements that are depreciable & other improvements other than buildings. Examples: sidewalks, paths, trails, sprinkler systems, fences & gates, landscaping, etc.	20
<b>Infrastructure</b>	
Examples: highways, roads, bridges, tunnels, sidewalks, curbs, gutters, street signage, streetlights, traffic signals, drainage systems, water and sewer systems, lift stations, lighting systems, trestles, data and communication networks.	30 – 50 years

**Asset Control**

Maintaining an effective and accurate inventory of City-owned property (assets) is necessary for insurance and reporting purposes. The City Treasurer is responsible for the maintenance of automated inventory records for City property over the established value threshold and for reporting said assets as part of the City’s Financial Statements.

**Asset Inventory**

The City Treasurer will periodically perform a physical inventory of the assets within each Department and Property Coordinators will be notified prior to the actual physical count. A list of assets assigned to each location will be generated from the automated database records. The list will include an inventory number, description of the item, the account number, and a location where the item can be found. The individuals performing the inventory will verify the location of each item on the list and identify any new assets that need to be assigned an inventory number and added to the database. If there are items on the list that are not found, an inquiry will be made to determine the location or disposition of the item(s). The City Treasurer and Property Coordinators will complete any necessary disposition forms or theft reports.

### **Asset Accountability**

Department Directors will be responsible for tracking and controlling all property owned by the City of Valley. Property over an established value threshold will be appropriately identified, periodically verified, transferred according to established guidelines and accounted for in a computerized database system by City Treasurer and the designated Property Coordinators from all City departments.

Department Directors shall:

1. Appoint a Property Coordinator for their Department.
2. Make each employee aware of the Asset Control policy.
3. Inform employees that the City is not responsible for personal items brought into the workplace.

Property Coordinators shall:

1. Serve as the liaison regarding property between their department and the City Treasurer.
2. Be responsible for assisting the City Treasurer with maintaining the fixed asset inventory and periodic inventory of the equipment.
3. Be aware of all equipment additions, transfers and disposals in their department and report the same to the City Treasurer when the event occurs and according to the following procedure.
  - a. Acquisition of property over the value threshold shall be reported to the City Treasurer on the Fixed Asset Report Form accompanied by a copy of the purchase order and the invoice.
  - b. Acquisition of property over the value threshold that must be licensed, in addition to the above requirements, shall be reported to the City Clerk with all original paperwork (invoice, certificate of origin, sales and use tax statement, and application of title).

## **Construction-In-Progress**

During the construction of or upgrading of buildings, improvements other than buildings, infrastructure

## **Surplus Assets**

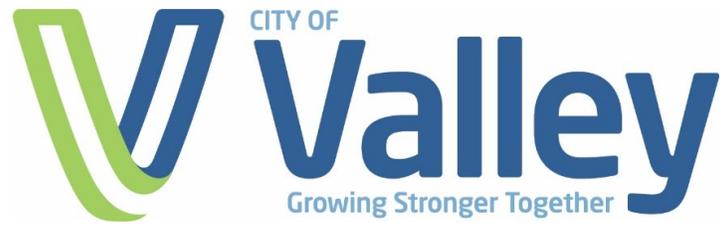
City property that has become unserviceable, unusable, or outdated may be considered surplus.

Disposal of surplus property can be accomplished by transfer, trade-in, auction or disposal.

1. Transfer – Equipment that is included in the database can be transferred to another department within the City by completing the Fixed Asset Report Form and sending a copy to the Treasurer and City Clerk. Property Coordinators in both the transferring and the receiving department should also keep copies of the form.
2. Disposal – Real property owned by the City shall be disposed of in accordance with Nebraska State Statute 23-107.01. The City Council shall hold a public hearing prior to any such sale or lease, as per statute, and will make a formal decision regarding the disposal of such assets at a public meeting.

Other property shall be disposed of at public auction, after being declared surplus in accordance with Nebraska State Statute 23-3115. All City identifying information shall be removed prior to disposal. Any electronic or digital media shall be erased of any information or rendered inoperable and useless prior to disposal. Department heads shall provide written documentation of assets disposed and full accounting will be provided to the Treasurer and City Clerk's office.

3. Annexation – Upon annexation of county property/infrastructure by the City (roads/bridges/etc.) those items will be absorbed from the county's capital asset listing.



## City of Valley, Nebraska

# **Accounting Policies and Procedures**

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### Legal Disclaimer

This manual is intended for general reference. Federal, state, and local laws, or individual circumstances, may require the modification or addition of specific policies. Legal counsel should be consulted for guidance. These materials are not intended as legal advice.

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## **I. Introduction**

This manual outlines the accounting policies and procedures of the City of Valley to ensure conformity with generally accepted accounting principles (GAAP), protection of assets, compliance with grantor and donor guidelines, and efficient, transparent financial management. All staff with financial duties are required to comply. Policies will be reviewed and revised annually with approval from the City Administrator, City Clerk, City Treasurer, and City Council.

## **II. Division of Responsibilities**

City Council:

- Approves the annual budget and non-budgeted expenditures
- Reviews financial statements and contracts
- Reviews internal controls and accounting policies
- Council President serves as an authorized bank account signer

City Administrator:

- Oversees annual budget development
- Assist Treasurer with the development of annual program budgets
- Reviews financial reports

City Clerk:

- Oversees payroll and personnel files
- Processes bank transfers
- Reviews invoices and opens accounting mail
- Delivers deposits to the bank and prints bank statements

City Treasurer:

- Reviews and reconciles bank statements
- Assists in budget preparation
- Manages petty cash and cash flow
- Oversees data entry and ledger maintenance
- Prepares financial reports

Utility Clerk:

- Manages utility-related accounts receivable
- Processes and enters invoices
- Mails vendor checks

### **III. Chart of Accounts and General Ledger**

The City uses a fund-based Chart of Accounts tailored to operational and reporting needs. The City Treasurer maintains the Chart of Accounts. The general ledger is maintained using accounting software. All entries are monitored by the Treasurer and reviewed periodically by the City Administrator.

### **IV. Cash Receipts**

Cash receipts originate from grants, donations, utility billing, rentals, and fines. The Clerk receives and routes mail. Checks are endorsed and securely stored. Deposits are prepared and made regularly by designated staff. All cash is verified, posted in Xpress Bill Pay, receipted, and securely stored until deposit.

### **V. Inter-Account Bank Transfers**

The Treasurer monitors account balances and recommends transfers. The Clerk executes approved transfers and retains documentation for reconciliation.

### **VI. Cash Disbursements & Expense Allocations**

Payments are made for goods, services, taxes, training, and reimbursements. Invoices are reviewed and submitted for approval. Checks are signed by authorized officials. Reimbursements require full documentation. Shared expenses are allocated based on use.

### **VII. Credit Card Policy and Charges**

Authorized staff may use City credit cards. Misuse results in personal liability. Receipts and documentation must be submitted within two weeks. The Treasurer reviews charges: discrepancies are reported to the Mayor and City Council. The Mayor's credit card is subject to separate review.

### **VIII. Accruals**

Recurring accruals include interest income and expenses such as vacation and insurance. Accruals support timely financial reporting.

### **IX. Bank Account Reconciliations**

The Clerk downloads statements. The Treasurer performs reconciliations, verifies transactions, and investigates discrepancies.

### **X. Petty Cash Fund**

Petty cash is limited to \$100 and securely stored. All disbursements require written acknowledgment and receipts. Cash is verified regularly by the Clerk and Treasurer.

## **XI. Personnel Records**

Files include employment details, tax forms, confidentiality agreements, and emergency contacts. I-9 forms are filed separately. All files are stored securely and accessible only to authorized personnel.

## **XII. Payroll Processing**

Timesheets are submitted bi-weekly via Bamboo HR, reviewed by department heads and processed by the Clerk. Payroll is paid via direct deposit. Payroll reports and W-2s are handled in accordance with IRS deadlines.

## **XIII. End of Month and Fiscal Year-End Close**

Journal entries are reviewed and filed. Treasurer verifies balances and coordinates with external auditors. Year-end financials are approved before closing the ledger. Required government filings and audits are completed.

## **XIV. Financial Reports**

Monthly and annual reports are prepared by the Treasurer and reviewed by the Administrator, Council, and Mayor. Reports include balance sheets, income statements, budget comparisons, aging schedules, and cash flow projections.

## **XV. Fiscal Policy Statements**

- City funds must be held in FDIC-insured banks
- Capital expenditures over \$5,000 must be capitalized
- No personal check cashing or salary advances
- No correction fluid on financial documents
- Donated items over \$50 must be acknowledged in writing
- Secure access to accounting and HR records is required
- All checks require Council approval and dual signatures
- Monthly bank reconciliations are mandatory

## ORDINANCE NO. 838

AN ORDINANCE TO AMEND AN EXISTING SECTION OF THE CITY OF VALLEY MUNICIPAL CODE RELATING TO WATER SHORTAGES AND WATER CONSERVATION; 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 52.050 of the Valley Municipal Code is hereby repealed.

*Section 2.* Section 52.050 of the Valley Municipal Code shall hereafter be as follows:

### § 52.050: DEFINITIONS

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

***BASIC WATER USE.*** Includes water for drinking, water for cooking, water for bathing, water for laundry and water for sanitary flushing in residential and business premises.

***ODD/EVEN WATERING.*** Includes alternate daily lawn watering throughout the city and its water service area. During this restriction, residence and business addresses with odd-numbered addresses shall be allowed to water lawns on Wednesday, Friday, and Sunday. During this restriction, residence and business addresses with even-numbered addresses shall be allowed to water lawns on Tuesday, Thursday and Saturday. Odd/Even Watering shall be in place each year from May 1 – September 30.

***WASTE OF WATER.*** Includes, but shall not be limited to, leaving hoses run, leaving faucets run, allowing faucets and toilets to leak, watering of lawns excessively or continuously, not repairing broken sprinkler heads and the like or failing to repair a controllable water leak due to defective plumbing.

***WATERWORKS SYSTEM.*** Includes the municipal water supply wells, treatment plant, storage reservoirs, water supply pumps and water distribution system. It shall be unlawful to start or build or cause to start or build or to maintain any fire on public or private property; provided, however, the provisions of this section shall not apply to the following:

*Section 3.* Section 52.053 of the Valley Municipal Code is hereby repealed.

*Section 4.* Section 52.053 of the Valley Municipal Code shall hereafter be as follows:

### § 52.053: DECLARATION OF WARNING

Upon the declaration of a water warning, the following affirmative measures may be implemented by the city:

- (A) *Education actions.* The city will make occasional news releases or post notices in designated places indicating the current water supply situation. Water conservation articles may be provided to the public on a regular basis.
- (B) *Management actions.*
  - (1) Any repairs or replacements to equipment components of the city waterworks system shall be completed immediately. Water storage volumes shall be monitored hourly to ensure that reserves are in place for emergency firefighting operations.
  - (2) Leaks will be repaired immediately.
  - (3) The city will curtail its water usage, including hydrant flushing and watering of publicly owned parks and other grounds.
- (C) *Regulation actions.* The public will be asked to voluntarily curtail some outdoor water use and to make efficient use of indoor water, i.e., washing full loads, taking short showers, not letting faucets run and the like.
  - (1) If not already in place pursuant to Valley Municipal Code § 52.050, an odd/even lawn watering system will be imposed on city residents. These restrictions shall not apply to any person, firm or corporation engaged in the business of growing or selling plants of any kind.
  - (2) Waste of water will be prohibited, other than what is necessary for public safety.

*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 12<sup>th</sup> DAY OF AUGUST, 2025.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

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Cindy Gove, Mayor

ATTEST:

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Christie Donnermeyer, City Clerk

**To Whom It May Concern,**  
City of Valley  
203 N Spruce St  
Valley, NE 68064

Dear City Administrator,

Please accept this letter as my formal resignation from my position as Building Inspector with the City of Valley, effective August 22<sup>nd</sup>, 2025.

It has been a privilege to serve the City of Valley over the past four years. I have taken great pride in performing my duties with integrity, professionalism, and a strong commitment to upholding the codes adopted by our community. I've greatly appreciated the opportunity to work alongside many dedicated colleagues, department leaders, contractors, and constituents.

However, the professional environment over the last 8–12 months has become increasingly uncertain. Department heads have been subject to what appears to be coordinated efforts to discredit and/or remove them, as documented in a recent public article. While I have maintained positive working relationships across departments and governing bodies, the growing atmosphere of scrutiny and lack of trust has understandably left me concerned about the security and support for my role.

Additionally, I've found it disheartening that some professional recommendations—based on our adopted codes, state statutes, and experience—have been dismissed without consultation or discussion. When the input and expertise of my position are no longer given due consideration, it challenges the value and purpose of the position.

That said, for several years I have aspired to contribute to the construction industry in a different capacity. Recently, the opportunity to pursue this dream presented itself, and given the current conditions, it was a clear and timely decision for me to embrace this new direction in my career.

I leave with gratitude for the experiences and relationships I've built here, and I sincerely wish the City of Valley continued success in its future endeavors.

Respectfully,  
**Rune van den Boogaart**

## Christie Donnermeyer

---

**From:** Cameron Gales  
**Sent:** Tuesday, July 29, 2025 4:59 PM  
**To:** Cindy Grove  
**Cc:** John Batcher; Christie Donnermeyer  
**Subject:** Formal Resignation

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

To: Mayor Cindy Grove Council President John Batcher  
From: Cameron Gales City Administrator  
Re: Resignation

July 29, 2025

Dear Mayor Grove and Council President Batcher,

I am writing to formally resign from my position with the City of Valley Nebraska, effective August 19<sup>th</sup>, 2025.

Serving the city and working alongside such both of you has been a tremendous honor. This decision was not made lightly, but after careful consideration, I believe it is the right time for me to step away. I remain committed to ensuring a smooth transition and am happy to assist in any way I can during this period.

Thank you again for your leadership, support, and the opportunity to serve.

Sincerely,

Cameron J. Gales Sr.

Cameron Gales  
City Administrator  
203 N. Spruce St.  
Valley, NE 68064  
[Cgales@Valleyne.org](mailto:Cgales@Valleyne.org)  
P (402) 359-2251 x304  
C(402) 909-2922



**ATTENTION ELECTED OFFICIALS:** A "Reply to All" on this e-mail could lead to violations of the Nebraska Open Meetings Act. Please reply only to the sender.

Note: The information contained in this electronic mail transmission including any accompanying attachments may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to this message. Please also destroy any hard copies and delete this message from your computer. Opinions, conclusions, and any other information in this message that do not relate to the official business shall be understood as neither given nor endorsed by it.

**Cameron Gales**  
City Administrator

**To Mayor Grove and Members of the Valley City Council,**

It is with a heavy heart and deep disappointment that I resign from my position as the fourth City Administrator of Valley, Nebraska, in the last five years.

This decision comes after significant reflection and is based on my complete loss of confidence in Linda Lewis, Melanie Hayden, and Jake Lewis as council members. I believe these individuals have fundamentally misunderstood what it means to serve as elected officials. Their failure to listen with the intent of understanding, rather than merely responding, has created a dysfunctional environment that poses a financial liability and is deeply harmful to the integrity of our city's leadership.

I can no longer work in an environment that shows a clear disregard for the professionalism and dedication of our staff. Coordinated attacks have been directed not only at Mayor Grove and President Batchner, but also at me and Police Chief Martinez. These actions have undermined the collaborative spirit essential for effective governance and have eroded the trust that should exist among public servants.

Most distressing of all has been the racist and disrespectful manner in which I was depicted in openly shared text message conversations. Such behavior is unacceptable and has no place in any institution, let alone one charged with serving a diverse and vibrant community.

I remain proud of the work I have done and the values I have upheld during my tenure. I hope that my departure serves as a moment of reflection for those who have contributed to this toxic and hostile climate, and that it inspires a recommitment to respectful principles of leadership.

Sincerely,

**Cameron Gales**



# RESOLUTION NO. 2025-30

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

The Application for Payment No. 7 filed with the Clerk by the special engineer of the project, showing the amount of material furnished and work performed in the City under contract heretofore from **Eriksen Construction** for **Water Treatment Plant Expansion** and the statements of the engineer and others set out below are hereby approved and the Council finds that the materials therein set out have been furnished and have been received by the City and work has been performed and claim therefor is hereby submitted as follows:

1. ORIGINAL CONTRACT PRICE	<u>\$8,900,670.00</u>
2. Net change by Change Orders	<u>\$0.00</u>
3. Current Contract Price (Line 1 + 2)	<u>\$8,900,670.00</u>
4. TOTAL COMPLETED AND STORED TO DATE (Sum of Column G Lump Sum Total & Column J Unit Price Total)	<u>\$1,327,062.00</u>
5. RETAINAGE:	
a. 10% x \$1,327,062.00 Work Completed	<u>\$132,706.20</u>
b. 10% x \$ _____ Stored Material	<u>\$0.00</u>
c. Total Retainage (Line 5.a + Line 5.b)	<u>\$132,706.20</u>
6. AMOUNT ELIGIBLE TO DATE (Line 4 + Line 5.c)	<u>\$1,194,355.80</u>
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	<u>\$856,855.80</u>
8. AMOUNT DUE THIS APPLICATION	<u>\$337,500.00</u>
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 – Line 4)	<u>\$7,573,608.00</u>

PAYMENT OF: **\$337,500.00**

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

**ERIKSEN CONSTRUCTION      \$337,500.00**

PASSED AND APPROVED THIS 12<sup>th</sup> DAY OF AUGUST 2025.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

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

ATTEST:

\_\_\_\_\_  
Christie Donnermeyer, City Clerk

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Valley, Nebraska</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>Eagle Engineering Group</u>	<b>Engineer's Project No.:</b> <u>23-66</u>
<b>Contractor:</b> <u>Eriksen Construction</u>	<b>Contractor's Project No.:</b> <u>979</u>
<b>Project:</b> <u>Water Treatment Plant Expansion</u>	
<b>Contract:</b> <u>Water Treatment Plant Expansion</u>	
<b>Application No.:</b> <u>7</u>	<b>Application Date:</b> <u>8/1/2025</u>
<b>Application Period:</b> From <u>7/1/2025</u> to <u>7/31/2025</u>	

1. Original Contract Price	\$	8,900,670.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	8,900,670.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	1,327,062.00
5. Retainage		
a. <u>10%</u> X <u>\$ 1,327,062.00</u> Work Completed	\$	132,706.20
b. <u>10%</u> X <u>\$ -</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	132,706.20
6. Amount eligible to date (Line 4 - Line 5.c)	\$	1,194,355.80
7. Less previous payments (Line 6 from prior application)	\$	856,855.80
8. Amount due this application	\$	337,500.00
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	7,573,608.00

**Contractor's Certification**

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

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** Eriksen Construction

**Signature:** \_\_\_\_\_ **Date:** 8/1/2025

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> <u>Al Schoemaker</u>	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

<b>Owner:</b> City of Valley, Nebraska	<b>Owner's Project No.:</b> 23-66
<b>Engineer:</b> Eagle Engineering Group	<b>Engineer's Project No.:</b> 979
<b>Contractor:</b> Eriksen Construction	
<b>Project:</b> Water Treatment Plant Expansion	
<b>Contract:</b> Water Treatment Plant Expansion	

A Bid Item No.	B Description	C Item Quantity			D Units		E Unit Price (\$)		F Value of Bid Item (C X E) (\$)	G Work Completed		H Value of Work Completed to Date (E X G) (\$)	I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Items (J / F) (%)	L Balance to Finish (F - J) (\$)
		From	Application Period:	7	07/01/25	to	07/31/25	Application Date:		08/01/25						
Original Contract																
1																
2																
3																
4																
5																
6																
7																
8																
9																
10																
11																
12																
13																
14																
15																
16																
17																
18																
19																
20																
<b>Original Contract Totals</b>										\$	\$	\$	\$	\$	\$	\$



**Progress Estimate - Lump Sum Work**

Owner: City of Valley, Nebraska  
 Engineer: Eagle Engineering Group  
 Contractor: Eriksen Construction  
 Project: Water Treatment Plant Expansion  
 Contract: Water Treatment Plant Expansion

**Contractor's Application for Payment**

Owner's Project No.: 23-66  
 Engineer's Project No.: 979  
 Contractor's Project No.:

Item No.	Description	Application Period: From 07/01/25 to 07/31/25		C	E		F	G	H	I
		Scheduled Value (\$)	Work Completed (D + E) From Previous Application (\$)		Work Completed This Period (\$)	Materials Currently Stored (not in D or E) (\$)				
<b>Original Contract</b>										
1	Mobilization	345,670.00	345,670.00	-	-	-	-	345,670.00	100%	-
2	Demolition	12,500.00	-	-	-	-	-	-	0%	12,500.00
3	Concrete	1,100,000.00	200,000.00	300,000.00	-	-	-	500,000.00	45%	600,000.00
4	Structural Precast	90,000.00	10,000.00	-	-	-	-	10,000.00	11%	80,000.00
5	Masonry	330,000.00	-	-	-	-	-	-	0%	330,000.00
6	Wall Panels	220,000.00	-	-	-	-	-	-	0%	220,000.00
7	Roofing	120,000.00	-	-	-	-	-	-	0%	120,000.00
8	Doors/Windows	130,000.00	-	-	-	-	-	-	0%	130,000.00
9	Framed Walls	58,000.00	-	-	-	-	-	-	0%	58,000.00
10	Ceilings	25,000.00	-	-	-	-	-	-	0%	25,000.00
11	Painting/Coatings	150,000.00	-	-	-	-	-	-	0%	150,000.00
12	Plumbing	145,000.00	-	-	-	-	-	-	0%	145,000.00
13	HVAC	55,000.00	-	-	-	-	-	-	0%	55,000.00
14	Electrical/Controls	1,400,000.00	-	-	-	-	-	-	0%	1,400,000.00
15	Earthwork	160,000.00	150,000.00	-	-	-	-	150,000.00	94%	10,000.00
16	Dewatering	350,000.00	182,000.00	25,000.00	-	-	-	207,000.00	59%	143,000.00
17	Paving	25,000.00	-	-	-	-	-	-	0%	25,000.00
18	Fence	240,000.00	-	-	-	-	-	-	0%	240,000.00
19	Water Distribution	165,000.00	-	-	-	-	-	-	0%	165,000.00
20	Sanitary Sewer	190,000.00	-	-	-	-	-	-	0%	190,000.00
21	Storm Sewer	55,000.00	-	-	-	-	-	-	0%	55,000.00
22	Process	700,000.00	-	-	-	-	-	-	0%	700,000.00
23	Pumps	450,000.00	-	-	-	-	-	-	0%	450,000.00
24	Aeriation/Filters	2,300,000.00	-	50,000.00	-	-	-	50,000.00	2%	2,250,000.00
25	Chemical Feed Equipment	80,000.00	64,392.00	-	-	-	-	64,392.00	80%	15,608.00
26	Seeding	4,500.00	-	-	-	-	-	-	0%	4,500.00
27										
28										
29										
<b>Original Contract Totals</b>		<b>\$ 8,900,670.00</b>	<b>\$ 952,062.00</b>	<b>\$ 375,000.00</b>	<b>\$ -</b>	<b>\$ 1,327,062.00</b>	<b>\$ -</b>	<b>\$ 1,327,062.00</b>	<b>15%</b>	<b>\$ 7,573,608.00</b>



# RESOLUTION NO. 2025-31

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

The Application for Payment No. 3 filed with the Clerk by the special engineer of the project, showing the amount of material furnished and work performed in the City under contract heretofore from **United Utilities & Excavation for Valley Landing – Sewer, Water Main, and Storm Sewer Improvements** and the statements of the engineer and others set out below are hereby approved and the Council finds that the materials therein set out have been furnished and have been received by the City and work has been performed and claim therefor is hereby submitted as follows:

1. ORIGINAL CONTRACT PRICE	<u>\$1,074,057.66</u>
2. Net change by Change Orders	<u>\$0.00</u>
3. Current Contract Price (Line 1 + 2)	<u>\$1,074,057.66</u>
4. TOTAL COMPLETED AND STORED TO DATE (Sum of Column G Lump Sum Total & Column J Unit Price Total)	<u>\$280,910.55</u>
5. RETAINAGE:	
a. 10 % x \$214,342.54 Work Completed	<u>\$21,434.25</u>
b. 10% x \$ 66,568.01 Stored Material	<u>\$6,656.80</u>
c. Total Retainage (Line 5.a + Line 5.b)	<u>\$28,091.05</u>
6. AMOUNT ELIGIBLE TO DATE (Line 4 + Line 5.c)	<u>\$252,819.50</u>
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	<u>\$197,960.17</u>
8. AMOUNT DUE THIS APPLICATION	<u>\$54,859.33</u>
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 – Line 4)	<u>\$793,147.11</u>

PAYMENT OF: **\$54,859.33**

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

**UNITED UTILITIES & EXCAVATION \$54,859.33**

PASSED AND APPROVED THIS 12<sup>th</sup> DAY OF AUGUST 2025.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

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

ATTEST:

\_\_\_\_\_  
Christie Donnermeyer, City Clerk

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Valley</u>	<b>Owner's Project No.:</b> <u>n/a</u>
<b>Engineer:</b> <u>EAGLE ENGINEERING GROUP</u>	<b>Engineer's Project No.:</b> <u>24-44</u>
<b>Contractor:</b> <u>United Utilities &amp; Excavation</u>	<b>Contractor's Project No.:</b> <u>n/a</u>
<b>Project:</b> <u>Valley Landing - Sewer, Water Main, and Storm Sewer Improvements</u>	
<b>Contract:</b> <u>Valley Landing - Sewer, Water Main, and Storm Sewer Impr., Valley, Nebraska</u>	
<b>Application No.:</b> <u>3</u>	<b>Application Date:</b> <u>8/6/2025</u>
<b>Application Period:</b> <b>From</b> <u>6/30/2025</u> <b>to</b> <u>8/4/2025</u>	

1. Original Contract Price	\$ 1,074,057.66
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 1,074,057.66
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 280,910.55
5. Retainage	
a. <u>10%</u> X <u>\$ 214,342.54</u> Work Completed	\$ 21,434.25
b. <u>10%</u> X <u>\$ 66,568.01</u> Stored Materials	\$ 6,656.80
c. Total Retainage (Line 5.a + Line 5.b)	\$ 28,091.05
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 252,819.50
7. Less previous payments (Line 6 from prior application)	\$ 197,960.17
8. Amount due this application	\$ 54,859.33
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 793,147.11

**Contractor's Certification**

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

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** United Utilities & Excavation

**Signature:** \_\_\_\_\_ **Date:** 8/6/2025

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> <u>Project Manager</u>	<b>Title:</b> <u>Mayor</u>
<b>Date:</b> <u>8/7/2025</u>	<b>Date:</b> <u>8/12/2025</u>
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

<b>Owner:</b>	City of Valley	<b>Owner's Project No.:</b>	n/a
<b>Engineer:</b>	<b>EAGLE ENGINEERING GROUP</b>	<b>Engineer's Project No.:</b>	24-44
<b>Contractor:</b>	United Utilities & Excavation	<b>Contractor's Project No.:</b>	n/a
<b>Project:</b>	Valley Landing - Sewer, Water Main, and Storm Sewer Improvements		
<b>Contract:</b>	Valley Landing - Sewer, Water Main, and Storm Sewer Impr., Valley, Nebraska		

**Application No.:** 3      **Application Period:** From 06/30/25 to 08/04/25      **Application Date:** 08/06/25

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
1	CONNECT TO EXG. SANITARY SEWER MAIN	2.00	EA	350.00	700.00	2.00	700.00	-	700.00	100%	-
2	CONNECT TO EXG. SANITARY MANHOLE	1.00	EA	1,325.00	1,325.00	1.00	1,325.00	-	1,325.00	100%	-
3	CONSTRUCT 8"DIA. PVC SDR 35 SANITARY SEWER PIPE	898.00	LF	47.35	42,520.30	898.00	42,520.30	-	42,520.30	100%	-
4	CONSTRUCT 10"DIA. PVC SDR 35 SANITARY SEWER PIPE	1,214.00	LF	51.00	61,914.00	450.00	22,950.00	10,765.67	33,715.67	54%	28,198.33
5	CONSTRUCT 12"DIA. PVC SDR 35 SANITARY SEWER PIPE	1,360.00	LF	57.00	77,520.00	40.00	2,280.00	26,108.14	28,388.14	37%	49,131.86
6	CONSTRUCT 6" PVC SDR 26 SANITARY SEWER SERVICE	590.00	LF	41.52	24,496.80	341.00	14,158.32	1,519.31	15,677.63	64%	8,819.17
7	CONSTRUCT 54" I.D. SANITARY SEWER MANHOLE INC. LINER	145.60	VF	850.00	123,760.00	83.20	70,720.00	27,536.89	98,256.89	79%	25,503.11
8	CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION	3,472.00	LF	2.50	8,680.00		-	-	-	0%	8,680.00
9	CONSTRUCT 8" X 6" WYE	2.00	EA	460.00	920.00	3.00	1,380.00		1,380.00	150%	(460.00)
10	CONSTRUCT 12" X 6" WYE	1.00	EA	680.00	680.00		-	285.00	285.00	42%	395.00
11	BORING FOR 8"DIA. SEWER MAIN	35.00	LF	139.00	4,865.00	40.00	5,560.00	-	5,560.00	114%	(695.00)
12	BORING FOR 10"DIA. SEWER MAIN	30.00	LF	167.16	5,014.80	30.00	5,014.80	-	5,014.80	100%	-
13	BORING FOR 12"DIA. SEWER MAIN	30.00	LF	210.00	6,300.00	30.00	6,300.00	-	6,300.00	100%	-
14	CONSTRUCT 8"DIA. STUB-OUT & CAP	2.00	EA	487.50	975.00		-	78.00	78.00	8%	897.00
15	REMOVE AND REPLACE 11-INCH CONCRETE PAVEMENT -	68.00	SY	140.00	9,520.00	68.00	9,520.00	-	9,520.00	100%	-
16	EXTERNAL FRAME SEAL	17.00	EA	678.00	11,526.00		-	-	-	0%	11,526.00
17	DEWATERING - SANITARY SEWER	3,472.00	LF	10.00	34,720.00	224.50	2,245.00	-	2,245.00	6%	32,475.00
18	SITE PREPARATION / MOBILIZATION	1.00	LS	21,829.12	21,829.12	1.00	21,829.12	-	21,829.12	100%	-
19	TRAFFIC CONTROL / WARNING SIGNS / BARRICADES	1.00	LS	3,500.00	3,500.00	0.50	1,750.00	-	1,750.00	50%	1,750.00
20	CONNECT TO EXG. 12"DIA. WATER MAIN	3.00	EA	3,967.00	11,901.00		-	-	-	0%	11,901.00
21	CONNECT TO EXG. 14"DIA. WATER MAIN	1.00	EA	3,770.00	3,770.00		-	-	-	0%	3,770.00
22	INSTALL 12x8"DIA. MJ TEE & BLOCK	3.00	EA	1,331.00	3,993.00		-	-	-	0%	3,993.00
23	INSTALL 14x6"DIA. MJ TEE & BLOCK	1.00	EA	1,442.00	1,442.00		-	-	-	0%	1,442.00
24	CONSTRUCT 8"DIA. D.I.P. CL 350 WATER MAIN	3,649.00	LF	62.00	226,238.00		-	-	-	0%	226,238.00
25	CONSTRUCT 6"DIA. D.I.P. CL 350 WATER MAIN	479.00	LF	52.00	24,908.00		-	-	-	0%	24,908.00
26	INSTALL TRACER WIRE	4,128.00	LF	0.50	2,064.00		-	-	-	0%	2,064.00
27	UNCASED BORING FOR 6"DIA. WATER MAIN	40.00	LF	151.70	6,068.00		-	-	-	0%	6,068.00
28	UNCASED BORING FOR 8"DIA. WATER MAIN	40.00	LF	167.80	6,712.00		-	-	-	0%	6,712.00
29	INSTALL 8"DIA. MJ TEE & BLOCK	2.00	EA	1,037.50	2,075.00		-	-	-	0%	2,075.00
30	INSTALL 8x6"DIA. MJ TEE & BLOCK	1.00	EA	975.00	975.00		-	275.00	275.00	28%	700.00
31	INSTALL 8x6"DIA. MJ SWIVEL TEE & BLOCK	9.00	EA	952.00	8,568.00		-	-	-	0%	8,568.00
32	INSTALL 6"DIA. MJ SWIVEL TEE & BLOCK	1.00	EA	865.00	865.00		-	-	-	0%	865.00
33	INSTALL 8"DIA. 22.5 DEG MJ BEND & BLOCK	4.00	EA	644.00	2,576.00		-	-	-	0%	2,576.00
34	INSTALL 8"DIA. 45 DEG MJ BEND & BLOCK	2.00	EA	694.00	1,388.00		-	-	-	0%	1,388.00
35	INSTALL 6"DIA. MJ 45 DEG BEND & BLOCK	2.00	EA	565.00	1,130.00		-	-	-	0%	1,130.00
36	INSTALL FIRE HYDRANT ASSEMBLY	11.00	EA	6,113.00	67,243.00		-	-	-	0%	67,243.00
37	INSTALL 8"DIA. R.S. GATE VALVE W/ VALVE BOX	9.00	EA	2,090.00	18,810.00		-	-	-	0%	18,810.00
38	INSTALL 6"DIA. R.S. GATE VALVE W/ VALVE BOX	1.00	EA	1,550.00	1,550.00		-	-	-	0%	1,550.00
39	REMOVE CONCRETE PAVEMENT	129.00	SY	22.50	2,902.50		-	-	-	0%	2,902.50
40	REMOVE CONCRETE TRAIL	2,099.00	SF	2.86	6,003.14		-	-	-	0%	6,003.14

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

<b>Owner:</b>	City of Valley	<b>Owner's Project No.:</b>	n/a
<b>Engineer:</b>	<b>EAGLE ENGINEERING GROUP</b>	<b>Engineer's Project No.:</b>	24-44
<b>Contractor:</b>	United Utilities & Excavation	<b>Contractor's Project No.:</b>	n/a
<b>Project:</b>	Valley Landing - Sewer, Water Main, and Storm Sewer Improvements		
<b>Contract:</b>	Valley Landing - Sewer, Water Main, and Storm Sewer Impr., Valley, Nebraska		

**Application No.:** 3      **Application Period:** From 06/30/25 to 08/04/25      **Application Date:** 08/06/25

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
41	TEMPORARY CRUSHED ROCK SURFACING	130.00	TON	50.00	6,500.00		-	-	-	0%	6,500.00
42	CONSTRUCTION STAKING	1.00	ALW	17,400.00	17,400.00	0.35	6,090.00	-	6,090.00	35%	11,310.00
43	TRENCH COMPACTION TESTING	1.00	ALW	8,500.00	8,500.00		-	-	-	0%	8,500.00
44	CONSTRUCT 15"DIA. STORM SEWER	62.00	LF	53.00	3,286.00		-	-	-	0%	3,286.00
45	CONSTRUCT 18"DIA. STORM SEWER	715.00	LF	52.40	37,466.00		-	-	-	0%	37,466.00
46	CONSTRUCT 24"DIA. STORM SEWER	1,015.00	LF	69.00	70,035.00		-	-	-	0%	70,035.00
47	CONSTRUCT 36"DIA. STORM SEWER	434.00	LF	92.00	39,928.00		-	-	-	0%	39,928.00
48	CONSTRUCT 18"DIA. RC CLASS III FLARED END SECTION W/	5.00	EA	2,500.00	12,500.00		-	-	-	0%	12,500.00
49	CONSTRUCT 24"DIA. RC CLASS III FLARED END SECTION W/	5.00	EA	2,832.00	14,160.00		-	-	-	0%	14,160.00
50	CONSTRUCT 36"DIA. RC CLASS III FLARED END SECTION W/	1.00	EA	4,535.00	4,535.00		-	-	-	0%	4,535.00
51	CONSTRUCT 60"ID STORM SEWER MANHOLE	2.00	EA	8,000.00	16,000.00		-	-	-	0%	16,000.00
52	INSTALL TYPE 'C' RIP RAP W/ ENG FABRIC	30.00	TON	60.00	1,800.00		-	-	-	0%	1,800.00
<b>Original Contract Totals</b>					<b>\$ 1,074,057.66</b>		<b>\$ 214,342.54</b>	<b>\$ 66,568.01</b>	<b>\$ 280,910.55</b>	<b>26%</b>	<b>\$ 793,147.11</b>

## Change Order No. 1

Owner:	<b>City of Valley, Nebraska</b>	Owner's Project No.:	<b>n/a</b>
Engineer:	<b>EAGLE ENGINEERING GROUP</b>	Engineer's Project No.:	<b>24-71</b>
Contractor:	<b>Vrba Construction Inc.</b>	Contractor's Project No.:	<b>n/a</b>
Project:	<b>Park Avenue and Platte Street Water Main Replacement</b>		
Contract Name:	<b>Park Avenue and Platte Street Water Main Replacement, Valley, Nebraska</b>		
Date Issued:	<b>August 7, 2025</b>	Effective Date of Change order:	<b>August 12, 2025</b>

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

Description:  
Adjust project quantities for as constructed field conditions.

Attachments: *[List documents supporting change]*  
Attachment No. 1 To Change Order No. 1

**Change in Contract Times**  
*[State Contract Times as either a specific date or a number of days]*

**Change in Contract Price**

Original Contract Price: \$ <u>                    \$213,911.75</u>	Original Contract Times: Substantial Completion: <u>                    July 15, 2025</u> Ready for Final Payment: <u>                    August 1, 2025</u>
Increase (Decrease) from previously approved Change Orders No. - to No. - : \$ <u>                    \$0.00</u>	Increase (Decrease) from previously approved Change Orders No. - to No. - : Substantial Completion: <u>                    0</u> Ready for Final Payment: <u>                    0</u>
Contract Price prior to this Change Order: \$ <u>                    \$213,911.75</u>	Contract Times prior to this Change Order: Substantial Completion: <u>                    July 15, 2025</u> Ready for Final Payment: <u>                    August 1, 2025</u>
Increase (Decrease) of this Change Order: \$ <u>                    \$12,872.55</u>	Increase (Decrease) this Change Order: Substantial Completion: <u>                    0</u> Ready for Final Payment: <u>                    0</u>
Contract Price incorporating this Change Order: \$ <u>                    \$226,784.30</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>                    July 15, 2025</u> Ready for Final Payment: <u>                    August 1, 2025</u>

Recommended by Engineer (if required)

Accepted By Contractor

By: \_\_\_\_\_  
Title: Project Manager  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Authorized by Owner

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_  
Title: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# Attachment No. 1 to Change Order No.: 1

Project: **Park Avenue and Platte Street Water Main Replacement**

Dated: **August 7, 2025**

Project No. **24-71**

ITEM NO.	DESCRIPTION OF WORK	UNIT PRICE	UNITS	CONTRACT QUANTITY	ACTUAL CONSTRUCTED QUANTITY	QUANTITY CHANGE	CHANGE IN CONTRACT PRICE
3	SAWCUT & REMOVE CONCRETE PAVEMENT	\$13.25	SY	195	233.0	38.0	\$503.50
6	CONSTRUCT 6"DIA. D.I.P. CL 350 WATER MAIN	\$60.85	LF	1115	1,135.0	20.0	\$1,217.00
7	INSTALL TRACER WIRE	\$0.50	LF	1115	1,155.0	40.0	\$20.00
11	INSTALL 4"DIA. R.S. MJ GATE VALVE W/ VALVE BOX	\$1,680.00	EA	2	3.0	1.0	\$1,680.00
12	INSTALL 6"DIA. R.S. MJ GATE VALVE W/ VALVE BOX	\$2,195.00	EA	8	7.0	-1.0	-\$2,195.00
15	INSTALL 4" MJ CAP & BLOCK	\$150.00	EA	4	6.0	2.0	\$300.00
17	INSTALL 6" MJ SWIVEL TEE	\$600.00	EA	7	6.0	-1.0	-\$600.00
18	INSTALL 12x6" MJ SWIVEL TEE	\$1,305.00	EA	1	0.0	-1.0	-\$1,305.00
22	INSTALL 12x6" MJ TEE & BLOCK	\$1,305.00	EA	1	0.0	-1.0	-\$1,305.00
24	INSTALL 4"DIA. MJ 90 DEG BEND & BLOCK	\$330.00	EA	2	3.0	1.0	\$330.00
28	INSTALL TEMPORARY FLUSHING TAP	\$500.00	EA	1	2.0	1.0	\$500.00
29	CONSTRUCT 1"DIA. WATER MAIN TAP	\$805.00	EA	13	17.0	4.0	\$3,220.00
30	CONNECT TO EXG. WATER SERVICE	\$100.00	EA	13	14.0	1.0	\$100.00
31	INSTALL 1"DIA. CURB STOP AND BOX	\$380.00	EA	12	15.0	3.0	\$1,140.00
32	INSTALL 1"DIA. COPPER WATER SERVICE - TYPE K	\$20.75	LF	165	270.0	105.0	\$2,178.75
33	CONSTRUCT 1"DIA. WATER MAIN TAP W/ CORP.	\$160.00	EA	13	0.0	-13.0	-\$2,080.00
34	CRUSHED ROCK FOR AGGREGATE SURFACING	\$93.60	TON	45	39.6	-5.4	-\$501.70
36	TRENCH COMPACTION TESTING	\$5,000.00	ALW	1	0.0	-1.0	-\$5,000.00
37	EXPLORATORY EXCAVATION OF EXISTING WATER MAIN	\$215.00	HR	0	12.0	12.0	\$2,580.00
38	INSTALL 6"DIA. MJ 11.25 DEG BEND & BLOCK	\$450.00	EA	0	2.0	2.0	\$900.00
39	INSTALL 6"DIA. MJ 45 DEG BEND & BLOCK	\$450.00	EA	0	2.0	2.0	\$900.00

# Attachment No. 1 to Change Order No.: 1

Project: **Park Avenue and Platte Street Water Main Replacement**

Dated: **August 7, 2025**

Project No. **24-71**

ITEM NO.	DESCRIPTION OF WORK	UNIT PRICE	UNITS	CONTRACT QUANTITY	ACTUAL CONSTRUCTED QUANTITY	QUANTITY CHANGE	CHANGE IN CONTRACT PRICE
40	INSTALL 12x6" MJ CROSS	\$1,305.00	EA	0	1.0	1.0	\$1,305.00
41	REPAIRED 6"DIA. SEWER SERVICE (PARK AND CHARLES)	\$1,870.00	EA	0	1.0	1.0	\$1,870.00
42	REPAIRED 6"DIA. SEWER SERVICE (PARK AND ALEXANDER)	\$2,415.00	EA	0	1.0	1.0	\$2,415.00
43	REPAIRED 6"DIA. SEWER SERVICE (400 PARK AVE)	\$1,075.00	EA	0	1.0	1.0	\$1,075.00
44	REPAIRED 1"DIA. WATER SERVICE (340 PARK AVE)	\$2,275.00	EA	0	1.0	1.0	\$2,275.00
45	COUPLING, 4"DIA. HYMAX	\$675.00	EA	0	2.0	2.0	\$1,350.00
<b>TOTAL</b>							<b>\$12,872.55</b>

# RESOLUTION NO. 2025-32

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

The Application for Payment No. 2 filed with the Clerk by the special engineer of the project, showing the amount of material furnished and work performed in the City under contract heretofore from **Vrba Construction, Inc.** for **Park Avenue and Platte Street Water Main Replacement** and the statements of the engineer and others set out below are hereby approved and the Council finds that the materials therein set out have been furnished and have been received by the City and work has been performed and claim therefor is hereby submitted as follows:

1. ORIGINAL CONTRACT PRICE	<u>\$213,911.75</u>
2. Net change by Change Orders	<u>\$12,872.55</u>
3. Current Contract Price (Line 1 + 2)	<u>\$226,784.30</u>
4. TOTAL COMPLETED AND STORED TO DATE (Sum of Column G Lump Sum Total & Column J Unit Price Total)	<u>\$226,784.30</u>
5. RETAINAGE:	
a. 0% x \$226,784.30 Work Completed	<u>\$0.00</u>
b. 0% x \$                    Stored Material	<u>\$0.00</u>
c. Total Retainage (Line 5.a + Line 5.b)	<u>\$0.00</u>
6. AMOUNT ELIGIBLE TO DATE (Line 4 + Line 5.c)	<u>\$226,784.30</u>
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	<u>\$112,329.67</u>
8. AMOUNT DUE THIS APPLICATION	<u>\$114,454.63</u>
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 – Line 4)	<u>\$0.00</u>

PAYMENT OF: **\$114,454.63**

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

**VRBA CONSTRUCTION, INC. \$114,454.63**

PASSED AND APPROVED THIS 12<sup>th</sup> DAY OF AUGUST 2025.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

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

ATTEST:

\_\_\_\_\_  
Christie Donnermeyer, City Clerk

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Valley, Nebraska</u>	<b>Owner's Project No.:</b> <u>n/a</u>
<b>Engineer:</b> <u>EAGLE ENGINEERING GROUP</u>	<b>Engineer's Project No.:</b> <u>24-71</u>
<b>Contractor:</b> <u>Vrba Construction Inc.</u>	<b>Contractor's Project No.:</b> <u>n/a</u>
<b>Project:</b> <u>Park Avenue and Platte Street Water Main Replacement</u>	
<b>Contract:</b> <u>Park Avenue and Platte Street Water Main Replacement, Valley, NE</u>	
<b>Application No.:</b> <u>2</u>	<b>Application Date:</b> <u>8/7/2025</u>
<b>Application Period:</b> <b>From</b> <u>6/30/2025</u> <b>to</b> <u>8/4/2025</u>	

1. Original Contract Price	\$	213,911.75
2. Net change by Change Orders	\$	12,872.55
3. Current Contract Price (Line 1 + Line 2)	\$	226,784.30
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	226,784.30
5. Retainage		
a. <u>0%</u> X <u>\$ 226,784.30</u> Work Completed	\$	-
b. <u>0%</u> X <u>\$ -</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	226,784.30
7. Less previous payments (Line 6 from prior application)	\$	112,329.67
8. Amount due this application	\$	114,454.63
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-

**Contractor's Certification**

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

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** Vrba Construction Inc.

**Signature:** \_\_\_\_\_ **Date:** 8/7/2025

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> <u>Project Manager</u>	<b>Title:</b> <u>Mayor</u>
<b>Date:</b> <u>8/7/2025</u>	<b>Date:</b> <u>8/12/2025</u>
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

<b>Owner:</b>	City of Valley, Nebraska	<b>Owner's Project No.:</b>	n/a
<b>Engineer:</b>	<b>EAGLE ENGINEERING GROUP</b>	<b>Engineer's Project No.:</b>	24-71
<b>Contractor:</b>	Vrba Construction Inc.	<b>Contractor's Project No.:</b>	n/a
<b>Project:</b>	Park Avenue and Platte Street Water Main Replacement		
<b>Contract:</b>	Park Avenue and Platte Street Water Main Replacement, Valley, NE		

**Application No.:** 2      **Application Period:** From 06/30/25 to 08/04/25      **Application Date:** 08/07/25

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
<b>Original Contract</b>											
1	SITE PREPARATION / MOBILIZATION	1.00	LS	10,000.00	10,000.00	1.00	10,000.00	-	10,000.00	100%	-
2	TRAFFIC CONTROL / BARRICADES / WARNING SIGNS	1.00	LS	2,300.00	2,300.00	1.00	2,300.00	-	2,300.00	100%	-
3	SAWCUT & REMOVE CONCRETE PAVEMENT	195.00	SY	13.25	2,583.75	233.00	3,087.25	-	3,087.25	119%	(503.50)
4	ABANDON EXG. 4"DIA. WATER MAIN	5.00	EA	945.00	4,725.00	5.00	4,725.00	-	4,725.00	100%	-
5	CONSTRUCT 4"DIA. D.I.P. CL 350 WATER MAIN	20.00	LF	66.30	1,326.00	20.00	1,326.00	-	1,326.00	100%	-
6	CONSTRUCT 6"DIA. D.I.P. CL 350 WATER MAIN	1,115.00	LF	60.85	67,847.75	1,135.00	69,064.75	-	69,064.75	102%	(1,217.00)
7	INSTALL TRACER WIRE	1,115.00	LF	0.50	557.50	1,155.00	577.50	-	577.50	104%	(20.00)
8	CONNECT TO EXG. 4"DIA. WATER MAIN	3.00	EA	1,255.00	3,765.00	3.00	3,765.00	-	3,765.00	100%	-
9	CONNECT TO EXG. 6"DIA. WATER MAIN	1.00	EA	1,365.00	1,365.00	1.00	1,365.00	-	1,365.00	100%	-
10	CONNECT TO EXG. 12"DIA. WATER MAIN	1.00	EA	2,020.00	2,020.00	1.00	2,020.00	-	2,020.00	100%	-
11	INSTALL 4"DIA. R.S. MJ GATE VALVE W/ VALVE BOX	2.00	EA	1,680.00	3,360.00	3.00	5,040.00	-	5,040.00	150%	(1,680.00)
12	INSTALL 6"DIA. R.S. MJ GATE VALVE W/ VALVE BOX	8.00	EA	2,195.00	17,560.00	7.00	15,365.00	-	15,365.00	88%	2,195.00
13	INSTALL 6"DIA. x 24" OFFSET BEND	1.00	EA	785.00	785.00	1.00	785.00	-	785.00	100%	-
14	INSTALL 6x4" MJ REDUCER	2.00	EA	330.50	661.00	2.00	661.00	-	661.00	100%	-
15	INSTALL 4" MJ CAP & BLOCK	4.00	EA	150.00	600.00	6.00	900.00	-	900.00	150%	(300.00)
16	CONSTRUCT 6" PIPE PLUG	4.00	EA	130.00	520.00	4.00	520.00	-	520.00	100%	-
17	INSTALL 6" MJ SWIVEL TEE	7.00	EA	600.00	4,200.00	6.00	3,600.00	-	3,600.00	86%	600.00
18	INSTALL 12x6" MJ SWIVEL TEE	1.00	EA	1,305.00	1,305.00	-	-	-	-	0%	1,305.00
19	INSTALL 4" MJ TEE & BLOCK	3.00	EA	515.00	1,545.00	3.00	1,545.00	-	1,545.00	100%	-
20	INSTALL 6" MJ TEE & BLOCK	1.00	EA	645.00	645.00	1.00	645.00	-	645.00	100%	-
21	INSTALL 6x4" MJ TEE & BLOCK	2.00	EA	610.00	1,220.00	2.00	1,220.00	-	1,220.00	100%	-
22	INSTALL 12x6" MJ TEE & BLOCK	1.00	EA	1,305.00	1,305.00	-	-	-	-	0%	1,305.00
23	INSTALL 6" MJ CROSS & BLOCK	1.00	EA	905.00	905.00	1.00	905.00	-	905.00	100%	-
24	INSTALL 4"DIA. MJ 90 DEG BEND & BLOCK	2.00	EA	330.00	660.00	3.00	990.00	-	990.00	150%	(330.00)
25	RETAINER GLANDS, MJ, 6"	2.00	EA	85.00	170.00	2.00	170.00	-	170.00	100%	-
26	REMOVE FIRE HYDRANT	2.00	EA	945.00	1,890.00	2.00	1,890.00	-	1,890.00	100%	-
27	INSTALL FIRE HYDRANT ASSEMBLY	5.00	EA	8,510.00	42,550.00	5.00	42,550.00	-	42,550.00	100%	-
28	INSTALL TEMPORARY FLUSHING TAP	1.00	EA	500.00	500.00	2.00	1,000.00	-	1,000.00	200%	(500.00)
29	CONSTRUCT 1"DIA. WATER MAIN TAP	13.00	EA	805.00	10,465.00	17.00	13,685.00	-	13,685.00	131%	(3,220.00)
30	CONNECT TO EXG. WATER SERVICE	13.00	EA	100.00	1,300.00	14.00	1,400.00	-	1,400.00	108%	(100.00)
31	INSTALL 1"DIA. CURB STOP AND BOX	12.00	EA	380.00	4,560.00	15.00	5,700.00	-	5,700.00	125%	(1,140.00)
32	INSTALL 1"DIA. COPPER WATER SERVICE - TYPE K	165.00	LF	20.75	3,423.75	270.00	5,602.50	-	5,602.50	164%	(2,178.75)
33	CONSTRUCT 1"DIA. WATER MAIN TAP W/ CORP.	13.00	EA	160.00	2,080.00	-	-	-	-	0%	2,080.00
34	CRUSHED ROCK FOR AGGREGATE SURFACING	45.00	TON	93.60	4,212.00	39.64	3,710.30	-	3,710.30	88%	501.70
35	CONSTRUCTION STAKING	1.00	ALW	6,000.00	6,000.00	1.00	6,000.00	-	6,000.00	100%	-
36	TRENCH COMPACTION TESTING	1.00	ALW	5,000.00	5,000.00	-	-	-	-	0%	5,000.00
<b>Original Contract Totals</b>					<b>\$ 213,911.75</b>		<b>\$ 212,114.30</b>	<b>\$ -</b>	<b>\$ 212,114.30</b>	<b>99%</b>	<b>\$ 1,797.45</b>

# RESOLUTION NO. 2025-33

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

The Application for Payment No. 2 filed with the Clerk by the special engineer of the project, showing the amount of material furnished and work performed in the City under contract heretofore from **2 the T Construction, LLC** for **Park Avenue and Platte Street Paving Improvements** and the statements of the engineer and others set out below are hereby approved and the Council finds that the materials therein set out have been furnished and have been received by the City and work has been performed and claim therefor is hereby submitted as follows:

1. ORIGINAL CONTRACT PRICE	<u>\$289,757.40</u>
2. Net change by Change Orders	<u>\$33,600.00</u>
3. Current Contract Price (Line 1 + 2)	<u>\$323,357.40</u>
4. TOTAL COMPLETED AND STORED TO DATE (Sum of Column G Lump Sum Total & Column J Unit Price Total)	<u>\$208,294.50</u>
5. RETAINAGE:	
a. 10% x \$208,294.50 Work Completed	<u>\$20,829.45</u>
b. % x \$                      Stored Material	<u>\$0.00</u>
c. Total Retainage (Line 5.a + Line 5.b)	<u>\$20,829.45</u>
6. AMOUNT ELIGIBLE TO DATE (Line 4 + Line 5.c)	<u>\$187,465.05</u>
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	<u>\$29,421.00</u>
8. AMOUNT DUE THIS APPLICATION	<u>\$158,044.05</u>
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 – Line 4)	<u>\$115,062.90</u>

PAYMENT OF:           **\$158,044.05**

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

**2 THE T CONSTRUCTION, LLC            \$158,044.05**

PASSED AND APPROVED THIS 12<sup>th</sup> DAY OF AUGUST 2025.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

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

ATTEST:

\_\_\_\_\_  
Christie Donnermeyer, City Clerk

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Valley</u>	<b>Owner's Project No.:</b> <u>n/a</u>
<b>Engineer:</b> <u>EAGLE ENGINEERING GROUP</u>	<b>Engineer's Project No.:</b> <u>24-69</u>
<b>Contractor:</b> <u>2 the T Construction LLC</u>	<b>Contractor's Project No.:</b> <u>n/a</u>
<b>Project:</b> <u>Park Avenue and Platte Street Paving Improvements</u>	
<b>Contract:</b> <u>Park Avenue and Platte Street Paving Improvements, Valley, NE</u>	
<b>Application No.:</b> <u>2</u>	<b>Application Date:</b> <u>8/6/2025</u>
<b>Application Period:</b> From <u>6/4/2025</u>	to <u>8/5/2025</u>

1. Original Contract Price	\$	289,757.40
2. Net change by Change Orders	\$	33,600.00
3. Current Contract Price (Line 1 + Line 2)	\$	323,357.40
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	208,294.50
5. Retainage		
a. <u>10%</u> X <u>\$ 208,294.50</u> Work Completed	\$	20,829.45
b. _____ X <u>\$ -</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	20,829.45
6. Amount eligible to date (Line 4 - Line 5.c)	\$	187,465.05
7. Less previous payments (Line 6 from prior application)	\$	29,421.00
8. Amount due this application	\$	158,044.05
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	115,062.90

**Contractor's Certification**

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

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** 2 the T Construction LLC

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**Signature:** \_\_\_\_\_ **Date:** 8/6/2025

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> <u>Project Manager</u>	<b>Title:</b> <u>Mayor</u>
<b>Date:</b> <u>8/7/2025</u>	<b>Date:</b> <u>8/12/2025</u>
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

<b>Owner:</b>	City of Valley	<b>Owner's Project No.:</b>	n/a
<b>Engineer:</b>	EAGLE ENGINEERING GROUP	<b>Engineer's Project No.:</b>	24-69
<b>Contractor:</b>	2 the T Construction LLC	<b>Contractor's Project No.:</b>	n/a
<b>Project:</b>	Park Avenue and Platte Street Paving Improvements		
<b>Contract:</b>	Park Avenue and Platte Street Paving Improvements, Valley, NE		

**Application No.:** 2      **Application Period:** From 06/04/25 to 08/05/25      **Application Date:** 08/06/25

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
<b>Original Contract</b>											
1	SITE PREPARATION / MOBILIZATION	1.00	LS	1,000.00	1,000.00	1.00	1,000.00	-	1,000.00	100%	-
2	TRAFFIC CONTROL / BARRICADES	1.00	LS	2,500.00	2,500.00	1.00	2,500.00	-	2,500.00	100%	-
3	CLEARING AND GRUBBING TREES OVER 9" TO 18" DIAMETER	5.00	EA	100.00	500.00	1.00	100.00	-	100.00	20%	400.00
4	CLEARING AND GRUBBING TREES OVER 18" TO 27"	2.00	EA	100.00	200.00	-	-	-	-	0%	200.00
5	CLEARING AND GRUBBING TREES OVER 27" TO 36"	1.00	EA	150.00	150.00	-	-	-	-	0%	150.00
6	REMOVE PAVEMENT	481.00	SY	13.50	6,493.50	311.00	4,198.50	-	4,198.50	65%	2,295.00
7	REMOVE SIDEWALK	828.00	SF	0.75	621.00	96.00	72.00	-	72.00	12%	549.00
8	REMOVE AND RELOCATE FENCE	185.00	LF	8.00	1,480.00	-	-	-	-	0%	1,480.00
9	CONSTRUCT CURB INLET	2.00	EA	1,500.00	3,000.00	-	-	-	-	0%	3,000.00
10	CONSTRUCT 15" HDPE STORM SEWER	75.00	LF	125.00	9,375.00	-	-	-	-	0%	9,375.00
11	CONNECT TO EXG. STORM SEWER INLET	1.00	EA	800.00	800.00	-	-	-	-	0%	800.00
12	SUBGRADE PREPARATION	3,539.00	SY	4.00	14,156.00	2,422.00	9,688.00	-	9,688.00	68%	4,468.00
13	CONSTRUCT 7-INCH CONCRETE PAVEMENT (TYPE OPW3500)	3,354.00	SY	66.00	221,364.00	2,051.00	135,366.00	-	135,366.00	61%	85,998.00
14	CONSTRUCT 5-INCH CONCRETE DRIVEWAY (TYPE OPW3500)	207.00	SY	8.50	1,759.50	-	-	-	-	0%	1,759.50
15	CONSTRUCT THICKENED EDGE PAVEMENT	216.00	LF	12.50	2,700.00	200.00	2,500.00	-	2,500.00	93%	200.00
16	CONSTRUCT 4-INCH CONCRETE SIDEWALK	770.00	SF	6.00	4,620.00	-	-	-	-	0%	4,620.00
17	CONSTRUCT 6-INCH CONCRETE SIDEWALK	108.00	SF	6.00	648.00	-	-	-	-	0%	648.00
18	CONSTRUCT DETECTABLE WARNING PANEL	24.00	SF	14.60	350.40	-	-	-	-	0%	350.40
19	CONSTRUCT FLUME	3.00	EA	800.00	2,400.00	-	-	-	-	0%	2,400.00
20	CONSTRUCT CRUSHED ROCK DRIVEWAY	40.00	TON	16.00	640.00	-	-	-	-	0%	640.00
21	INSTALL TRAFFIC SIGN POST (7FT HT.)	5.00	EA	250.00	1,250.00	-	-	-	-	0%	1,250.00
22	INSTALL STOP SIGN	3.00	EA	150.00	450.00	-	-	-	-	0%	450.00
23	INSTALL STREET SIGN	8.00	EA	150.00	1,200.00	-	-	-	-	0%	1,200.00
24	PERMANENT SEEDING & MULCH	0.50	AC	3,000.00	1,500.00	-	-	-	-	0%	1,500.00
25	CONSTRUCTION STAKING	1.00	ALW	6,200.00	6,200.00	0.50	3,100.00	-	3,100.00	50%	3,100.00
26	SUBGRADE COMPACTION TESTING	1.00	ALW	1,200.00	1,200.00	-	-	-	-	0%	1,200.00
27	CONCRETE PAVEMENT SAMPLES AND TESTING	1.00	ALW	3,200.00	3,200.00	-	-	-	-	0%	3,200.00
<b>Original Contract Totals</b>					<b>\$ 289,757.40</b>		<b>\$ 158,524.50</b>	<b>\$ -</b>	<b>\$ 158,524.50</b>	<b>55%</b>	<b>\$ 131,232.90</b>

