

**Tentative** Agenda for the WAVERLY CITY COUNCIL MEETING to be held on October 10, 2023 at 6:00 PM. This meeting will be held at the Waverly City Office Building located at 14130 Lancashire Street, Waverly, Nebraska. A current Agenda shall be readily available for public inspection at the office of the City Clerk during normal business hours.

1. **Call to Order**
  - 1.a) Roll Call
  - 1.b) Pledge of Allegiance
  - 1.c) Acknowledgement of the "Open Meetings Act" poster that is posted by the south entrance.
  - 1.d) Adoption of Agenda
  - 1.e) Approval of the Consent Agenda Items\*

All items listed with an asterisk (\*) are considered to be routine by the City Council and will be approved by one motion. There will be no separate discussion of these items unless a Council Member or a Citizen so requests, in which event the item will be removed from the Consent Agenda status and considered in its normal sequence on the Agenda.
  - 1.f) Proclamations and Presentations
    - 1.f.i) Mayor's Proclamation of October 8-14 as Fire Prevention Week
2. **Public Hearings**
3. **Sheriff's Report**
4. **Public Comments**
5. **Approval of Minutes**
  - 5.a) \*Minutes of the September 26, 2023 Budget Hearing
  - 5.b) \*Minutes of the September 26, 2023 City Council Meeting
6. **Consideration of Claims and Financial Reports**
  - 6.a) Claims for payment
  - 6.b) Treasurer's Report and Budget & Expense Report
7. **Introduction of Resolutions**
8. **Introduction of Ordinances**
9. **Introduction of Business and Communications**
  - 9.a) Consideration of accepting a bid from HTM Sales, Inc. for an electric winch in an amount not to exceed \$2,493.00.
  - 9.b) \*Consideration ratifying all actions of Stephanie Fisher, our LARM representative, identified in the minutes of the Annual Members Meeting of the League Association of Risk Management on September 27, 2023, including the election of nominees to the LARM Board of Directors.
  - 9.c) Consideration of awarding a bid to Rieschick Drilling Company in an amount not to exceed \$455,555.50 for the Waverly Well #7 Replacement Project.
  - 9.d) Presentation and discussion of Drinking Water Protection Management Plan of the Waverly Community Water System Protection Area (CWSPA) given by Tyler Benal, Drinking Water Specialist at Lower Platte South NRD.
  - 9.e) Consideration of accepting a bid for the purchase of SBCAs from Sandry Fire Supply in an amount not to exceed \$149,525.58 to be paid for out of the Fire Equipment Fund.

9.f) Consideration of accepting an agreement with Olsson, Inc. "Master Services Agreement (MSA)" for Work Order #1 for the Aquifer Hydrogeological Study in an amount not to exceed \$8,000.00.

**10. Committee Reports**

10.a) Human Services (Park & Recreation): Council Member Hummel

10.b) Public Works (Utilities & Street): Council Member Jespersen

10.c) Public Health (Fire & Safety): Council Member Nielson

10.d) Fiscal and Economic Development: Council Member Pascoe

10.e) City Administrator Fisher

**11. Adjournment**

The Governing Body reserves the right to go into Executive Session at any time for the reasons outlined in State Statute 84-1410.

The following rules are established for audience members and participants at a Council meeting:

- (1) Any person wishing to address the Council shall first state their name and address.
- (2) Public comments are for non-agenda items only.
- (3) Remarks shall be limited to five (5) minutes.

**FIRE PREVENTION WEEK PROCLAMATION**

To designate the Week of October 8 – 14, 2023, as Fire Prevention Week

- WHEREAS, the City of Waverly is committed to ensuring the safety and security of all those living in and visiting our city; and
- WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and
- WHEREAS, the City of Waverly’s first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and
- WHEREAS, Waverly’s residents are responsive to public education measures and are able to take personal steps to increase their safety from fire; and
- WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and
- WHEREAS, the 2023 Fire Prevention Week theme, “Cooking safety starts with you! Pay attention to fire prevention.”, effectively serves to remind the City of Waverly to use the week of October 8 – 14 to educate your community on cooking hazards, the dangers of unattended cooking, and precautions they can take to prevent cooking-related fires.

NOW, THEREFORE, I, Abbey L. Pascoe, Acting Mayor of the City of Waverly, do hereby proclaim October 8 – 14, 2023 as Fire Prevention Week throughout Waverly, and I urge all the people of Waverly to heed the important safety messages of Fire Prevention Week 2023, and to support the many public safety activities and efforts of Waverly’s fire and emergency services.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of Waverly to be affixed this 10<sup>th</sup> day of October, 2023.

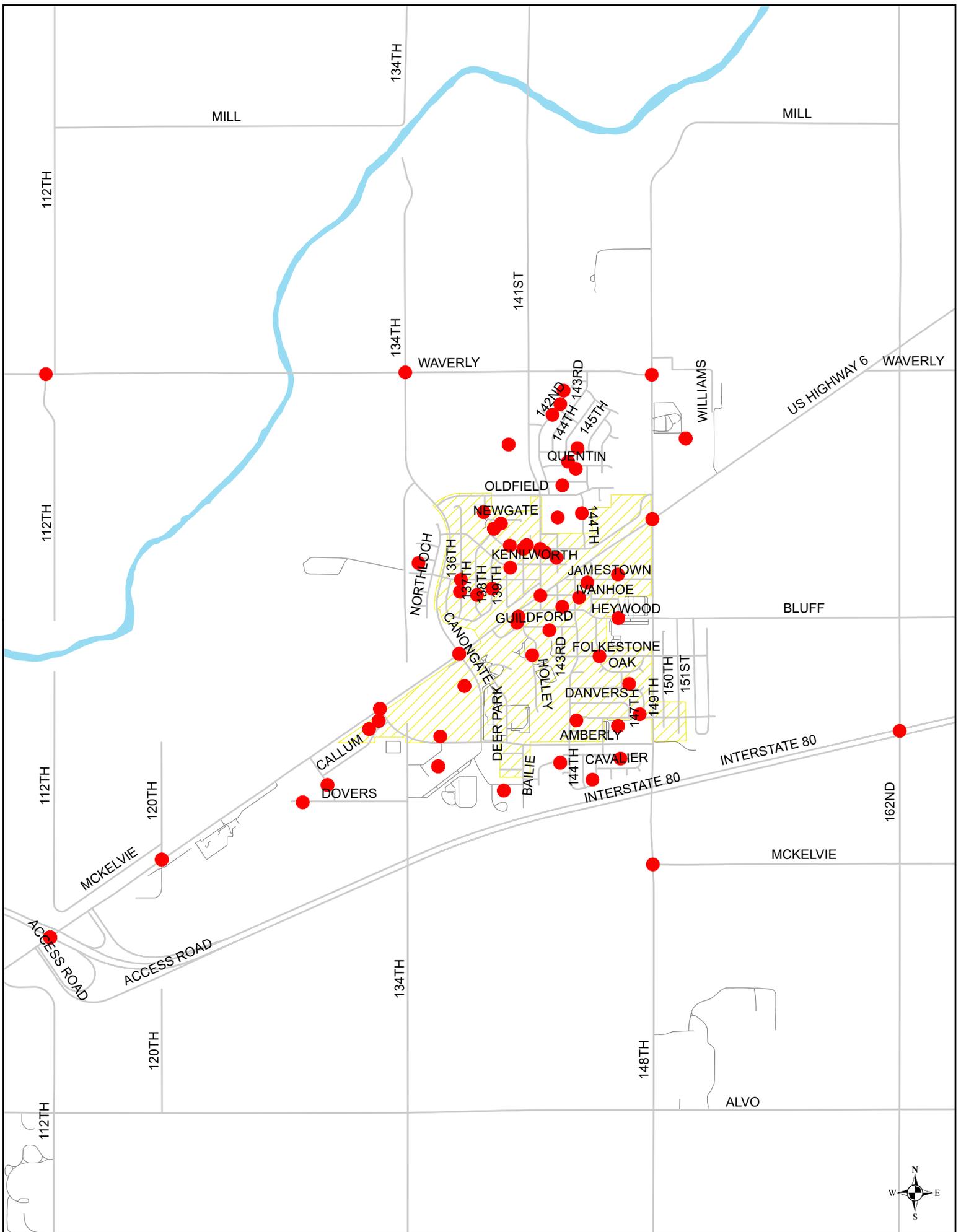
\_\_\_\_\_  
Abbey L. Pascoe, Acting Mayor

ATTEST:

\_\_\_\_\_  
Megan K. Frye, City Clerk

(Seal)

# Lancaster County Sheriff's Office - Calls for Service - Waverly Sept. 2023



<u>LOCATION</u>	<u>CASE</u>	<u>INC ABBR</u>	<u>DATE</u>	<u>TDET</u>	<u>DEPNAME</u>
N 120TH ST & US HIGHWAY 6	C3006659	NARCOTICS SALE/DEL	9/1/2023	44	22191 EWBANK
US HIGHWAY 6 & I-80	C3006662	TRAFFIC DUI	9/1/2023	222	22205 CASTANEDA
N 148TH ST & WAVERLY RD	C3006669	MISC OTHER	9/1/2023	937	22205 CASTANEDA
13601 ENERGY WAY	C3006673	BURGLARY	9/1/2023	1303	22218 WOODS
US HIGHWAY 6 & AMBERLY RD	C3006677	ACC PROP DMG	9/1/2023	1632	22193 LAVENE
14431 QUENTIN ST	C3006678	WARRANT	9/1/2023	1715	22197 MCMANUS
N 112TH ST & WAVERLY RD	C3006705	TRAFFIC MOTOR ASST	9/2/2023	2155	22193 LAVENE
14412 QUENTIN ST	C3006707	ANIMAL DOG BARKING	9/2/2023	2226	22193 LAVENE
14351 JAMESTOWN ST	C3006717	ALARM RESIDENTIAL	9/3/2023	937	22176 SARNES
10550 N 143RD ST	C3006725	TRAFFIC PARKING	9/3/2023	1914	22178 BROWNELL
I-80 MM 409	C3006732	TRAFFIC SUSP DRIVER	9/3/2023	2245	22190 KINGSWOOD
13431 LUCIA CT	C3006736	TRESPASS	9/4/2023	228	22137 BRADY
12851 DOVERS ST	C3006749	DISTURBANCE OTHER	9/4/2023	1231	22118 BARNETT
11945 N 142ND ST	C3006760	ANIMAL DOG AT LARGE	9/4/2023	2257	22147 STURDY
13401 AMBERLY RD	C3006767	THREAT MANAGEMENT	9/5/2023	1150	22172 BUCHHEISTER
14231 BAILIE ST	C3006789	ANIMAL DOG BARKING	9/6/2023	1522	22176 SARNES
I-80 MM #394	C3006790	TRAFFIC MOTORIST AST	9/6/2023	1548	22135 HENKEL
N 140TH ST & LANCASHIRE ST	C3006793	ANIMAL OTHER	9/6/2023	1913	22178 BROWNELL
N 145TH ST & FOLKESTONE ST	C3006795	ACC PROP DMG	9/6/2023	1945	22178 BROWNELL
13910 LANCASHIRE ST	C3006797	ANIMAL OTHER	9/6/2023	2025	22178 BROWNELL
14131 GUILDFORD ST	C3006808	DISTURBANCE DOMESTIC	9/7/2023	1357	22128 SCHROER
USHY 6 & I-80	C3006809	ANIMAL OTHER	9/7/2023	1516	22187 LATHROP
11041 N 137TH ST	C3006816	MEDICAL EMERG OTHER	9/7/2023	1937	22193 LAVENE
11041 N 137TH ST	C3006820	DEATH NATURAL	9/7/2023	2117	22193 LAVENE
I-80 MM #409	C3006821	TRAFFIC MOTORIST AST	9/7/2023	2232	22201 KINGSWOOD
10640 N 138TH ST	C3006836	MEDICAL EMERG OTHER	9/8/2023	1527	22215 SAWTELLE
14020 LANCASHIRE ST 11661	C3006839	WARRANT	9/8/2023	1749	22215 SAWTELLE
N 141ST ST	C3006844	TRAFFIC OTHER	9/8/2023	2113	22215 SAWTELLE
13941 HIGHWAY 6	C3006869	CRIM MISCHIEF	9/9/2023	2110	22215 SAWTELLE
I-80 MM 413	C3006891	MEDICAL EMERG OTHER	9/10/2023	1723	22134 LESAN
I-80 & HIGHWAY 6	C3006899	OPS ALL OUTSIDE JURI	9/11/2023	349	22137 BRADY
13401 AMBERLY RD	C3006910	CHILD AB/NEG OTHER	9/11/2023	1616	22178 BROWNELL
14444 RED GAUNTLET ST	C3006912	FRAUD INTERNET	9/11/2023	1718	22178 BROWNELL
13940 GUILDFORD ST	C3006914	DISTURB ARGU/FIGHT	9/11/2023	1745	22178 BROWNELL
CANONGATE RD & USHY 6	C3006917	DISTURBANCE OTHER	9/11/2023	1818	22178 BROWNELL
14551 BAILIE ST	C3006929	DISTURBANCE OTHER	9/12/2023	738	22176 SARNES
N 120TH ST & US HIGHWAY 6	C3006945	ACC PROP DMG	9/12/2023	1544	22178 BROWNELL
14231 BAILIE ST	C3006948	DISTURBANCE OTHER	9/12/2023	1655	22178 BROWNELL
I-80 & 98TH ST	C3006960	NARCOTICS POSSESS	9/13/2023	205	22162 SCHNIEDER
14710 CASTLEWOOD ST 9531	C3006978	SUSPICIOUS PERSON	9/13/2023	1749	22193 LAVENE
N 130TH ST	C3006988	ALARM FALSE	9/14/2023	707	22218 WOODS
I-80 & USHY 6	C3006991	ACC PROP DMG	9/14/2023	815	22172 BUCHHEISTER
13801 AMBERLY RD	C3007001	PORNOGRAPHY	9/14/2023	1331	22172 BUCHHEISTER
10841 N 142ND ST	C3007003	MISC OTHER	9/14/2023	1348	22128 SCHROER
USHY 6 & CANONGATE RD	C3007010	SPEC SVC CHECK WELF	9/14/2023	1623	22193 LAVENE
14020 LANCASHIRE ST 11041	C3007014	CHILD AB/NEG OTHER	9/14/2023	1750	22193 LAVENE
N 137TH ST	C3007017	MEDICAL EMERG OTHER	9/14/2023	1927	22193 LAVENE
14620 EASTBOURNE ST 11120	C3007046	MEDICAL EMERG OTHER	9/15/2023	2016	22193 LAVENE
N 141ST ST	C3007053	MISC OTHER	9/15/2023	2243	22193 LAVENE
13401 AMBERLY RD	C3007057	DISTURBANCE OTHER	9/16/2023	944	22187 LATHROP
11661 N 141ST ST	C3007066	TRAFFIC OTHER	9/16/2023	1950	22193 LAVENE
13941 HIGHWAY 6	C3007083	MISC OTHER	9/17/2023	1015	22171 CHANCE
9511 OXFORD AVE	C3007084	TRAFFIC PARK OTHER	9/17/2023	1052	22180 SCHNIEDER

US HIGHWAY 6 & I-80	C3007097	TRAFFIC SUSP DRIVER	9/17/2023	1914	22178 BROWNELL
N 148TH ST & USHY 6	C3007100	TRAFFIC FLEEING	9/18/2023	237	22191 EWBANK
14540 JAMESTOWN ST	C3007116	SPEC SVC CHECK WELF	9/18/2023	1652	22188 BONK
13401 AMBERLY RD	C3007135	DISTURBANCE OTHER	9/19/2023	1321	22172 BUCHHEISTER
USHY 6 & N 141ST ST	C3007141	ACC PROP DMG	9/19/2023	1716	22178 BROWNELL
CANONGATE RD & USHY 6 ST	C3007146	LITTERING	9/19/2023	1903	22178 BROWNELL
N 136TH ST & JAMESTOWN ST JS	C3007159	TRAFFIC PARK OTHER	9/20/2023	1506	22178 BROWNELL
12851 DOVERS ST	C3007162	FIRE ALARM	9/20/2023	1617	22178 BROWNELL
11121 N 144TH ST	C3007165	WARRANT	9/20/2023	1702	22215 SAWTELLE
14321 CASTLEWOOD ST	C3007176	ACC PROP DMG	9/21/2023	811	22122 WICHT
10620 N 137TH ST	C3007178	OPS OTHER	9/21/2023	1111	22122 WICHT
14231 BAILIE ST	C3007183	ANIMAL DOG BARKING	9/21/2023	1511	22122 WICHT
9811 N 135TH ST	C3007192	SUSPICIOUS PERSON	9/21/2023	2207	22193 LAVENE
USHY 6 & N 112TH ST	C3007195	ACCIDENT FATAL	9/21/2023	2310	22205 CASTANEDA
13240 CALLUM DR	C3007196	ALARM COMMERCIAL	9/22/2023	19	22190 KINGSWOOD
13921 KENILWORTH ST	C3007198	FIRE	9/22/2023	327	22197 MCMANUS
11141 N 137TH ST	C3007207	MISC OTHER	9/22/2023	1456	22193 LAVENE
13601 ENERGY WAY	C3007212	SPEC SVC OTHER	9/22/2023	1608	22193 LAVENE
11820 N 142ND ST	C3007217	MISC OTHER	9/22/2023	1801	22193 LAVENE
9531 N 130TH ST	C3007223	MISC OTHER	9/22/2023	2331	22215 SAWTELLE
I-80 & USHY 6	C3007225	TRAFFIC OTHER	9/22/2023	2320	22218 WOODS
13401 AMBERLY RD	C3007234	TRAFFIC PARK OTHER	9/23/2023	918	22187 LATHROP
14220 HEYWOOD ST	C3007240	THEFT OTHER	9/23/2023	1947	22193 LAVENE
14251 PARIS ST	C3007248	ASSAULT NON-DOMESTIC	9/23/2023	2307	22193 LAVENE
N 146TH ST & HEYWOOD ST	C3007228	MISC OTHER	9/23/2023	403	22205 CASTANEDA
AMBERLY RD & US HIGHWAY 6	C3007297	TRAFFIC OTHER	9/25/2023	1851	22178 BROWNELL
14231 BAILIE ST	C3007300	ANIMAL DOG BARKING	9/25/2023	1941	22178 BROWNELL
N 148TH ST & US HIGHWAY 6 ST	C3007301	WARRANT	9/25/2023	2220	22178 BROWNELL
I-80 & US HIGHWAY 6	C3007305	SPEC SVC CHECK WELF	9/26/2023	457	22217 CALDWELL
AMBERLY RD & US HIGHWAY 6	C3007313	SUSPICIOUS PERSON	9/26/2023	1241	22122 WICHT
14541 CASTLEWOOD ST	C3007317	DISTURBANCE OTHER	9/26/2023	1302	22172 BUCHHEISTER
13401 AMBERLY RD	C3007318	TRAFFIC OTHER	9/26/2023	1322	22172 BUCHHEISTER
11200 N 148TH ST	C3007320	SPEC SVC CHECK WELF	9/26/2023	1504	22178 BROWNELL
N 141ST ST & LANCASHIRE ST	C3007323	TRAFFIC HAZARD	9/26/2023	1617	22178 BROWNELL
11200 N 148TH ST	C3007326	MISC OTHER	9/26/2023	1632	22178 BROWNELL
10311 HOLLEY DR	C3007327	DISTURBANCE OTHER	9/26/2023	1825	22134 LESAN
11200 N 148TH ST	C3007333	WARRANT	9/26/2023	2012	22178 BROWNELL
10621 N 136TH ST	C3007334	FIRE ALARM	9/26/2023	2239	22178 BROWNELL
13801 AMBERLY RD	C3007340	FIRE ALARM	9/27/2023	858	22172 BUCHHEISTER
N 148TH ST & MCKELVIE RD	C3007348	TRAFFIC HAZARD	9/27/2023	1443	22188 BONK
13831 NEWGATE ST	C3007354	CRIM MISCHIEF	9/27/2023	1834	22193 LAVENE
N 134TH ST & WAVERLY RD	C3007357	MISC OTHER	9/27/2023	1919	22193 LAVENE
10850 N 141ST ST	C3007361	DISTURBANCE DOMESTIC	9/27/2023	2340	22196 UZZELL
14541 CASTLEWOOD ST	C3007382	FIRE ALARM	9/29/2023	236	22209 SEIBERT
13240 CALLUM DR	C3007386	FORGERY CHECKS	9/29/2023	852	22122 WICHT
11910 N 142ND ST	C3007397	DEATH NATURAL	9/29/2023	1645	22193 LAVENE
N 120TH ST & US HIGHWAY 6	C3007400	ACC PROP DMG	9/29/2023	1750	22193 LAVENE
13220 CALLUM DR	C3007403	ACC PROP DMG H&R	9/29/2023	2025	22193 LAVENE
13941 HIGHWAY 6	C3007426	MEDICAL EMERGENCY OTHER	9/30/2023	1920	22193 LAVENE

## **MINUTES OF THE WAVERLY BUDGET HEARING HELD ON SEPTEMBER 26, 2023**

### **CALL TO ORDER**

Mayor Bill Gerdes called the meeting to order at 6:00 p.m. and led those in attendance in reciting the Pledge of Allegiance. Gerdes acknowledged the Open Meetings Act Poster located on the south wall of the Council Chambers. Mayor Bill Gerdes and Council Members Abbey Pascoe, Dave Nielson, Aaron Hummel, and David Jespersen were in attendance. Other City Officials present were City Administrator Stephanie Fisher, Deputy City Attorney Sarah Meier, and City Clerk Megan Frye. Others present were Emergency Services Coordinator Robin Hoffman and The Waverly News reporter Sam Crisler. Notice of the Meeting and Agenda were given to the Mayor and all Members of the City Council prior to the Meeting. Notice of the Meeting was posted at Russ's Market Express, the US Post Office, the City Office, and the City website (citywaverly.com).

### **ADOPTION OF AGENDA**

Council Member Pascoe moved to approve the agenda as presented. Council Member Nielson seconded the motion.

The following Council Members voted "YEA": Hummel, Pascoe, Nielson, and Jespersen. The following Council Members voted "NAY": None. Motion carried. 4-0.

### **2023-2024 WAVERLY CITY BUDGET**

#### **Public Hearing: 2023-2024 Waverly Budget**

Public Hearing open at 6:01 p.m.

City Administrator Fisher went through each of the funds and expenses coming out of these funds. Fisher noted a few areas of interest in the General Fund where costs increased, including law enforcement costs by 11.75%, health insurance by 26%, dental insurance by 16%, and also an increase in payroll which will affect all departments across the board. Routine supplies and everyday costs have also gone up. Fisher went over transfers to other departments out of General Fund. Fisher reported cost estimates of major projects using sales tax funds—capital improvement—include 1/3 cost of Ash Hollow maintenance and drainage improvement on N 134<sup>th</sup> Street and Highway 6.

Fisher reported Streets department budget includes about 4-5 ADA ramps, a new dump truck with snow plow, our grant match for Safe Streets For All, and budget authority for intersection control at Amberly & Canongate, which won't affect property taxes this year. Fisher shared this is the last year on the lease for the street sweeper payment.

Fisher reported Pool department budget includes increased labor costs due to increased staffing at the new pool. Fisher stated the pool deck lighting will be done this year and will be paid for with grant funds so that is not an impact to property taxes. The lights have been ordered, it's just the lead-time to getting materials in. Fisher reported on 2 bonds that we have to make payments on, including Bond 2 interest only payments, which will be refinanced after we get all the reimbursements back for all the grants. The actual principal and interest payments will be on next year's budget.

Fisher reported Parks department budget includes the addition of Field 5 at Lawson Park, which is paid for with bond proceeds for the Aquatic Center even though it is a park improvement. If we get donated funds, we have the authority for a dog park. Parks also has money budgeted for a possible concept design for a rec center. Other items in the Parks budget include a new field painter, possibly trading a John Deere tractor for a Gator, new soccer goals, and glass for concessionary at Lawson Park. Fisher reported we've discussed using ARPA monies for a pedestrian trail through Anderson North Park, so we'll be doing an RFP for that in the near future.

Fisher reported Fire and Rescue budget includes building maintenance, administration on their medical paperwork, mileage reimbursement for volunteers on calls, upgrades to their communication equipment, and routine expenses with bumps for inflationary costs. Fisher pointed out on their support for medical calls, we had typically been using Lincoln Fire & Rescue for assistance on certain medical calls, but now Southeast Rural Fire District has been helping respond to most of those calls so those costs are now helping reimburse Southeast for their help. The Fire and Rescue Donation Fund has typical budget items. The Equipment Fund budget includes new bunker gear, new SCBAs, and other equipment as needed throughout the year. Council Member Hummel asked if we have the authority to spend the SBCA grant money if we are awarded it and Fisher answered yes, it is in the budget.

Fisher reported Building and Zoning budget includes budgeting for a part-time code enforcement employee, about 15 hours a week.

Fisher reported Water budget fund includes a rate study, which is done every 5 years. Also budgeted is a quality and capacity study, otherwise known as a feasibility study, where we will be looking at ways to obtain more water in times of drought. Fisher reported we will also be engineering the Oak Lane water main, since we've had several breaks on that water main and hopefully have it re-built the year after. Also budgeted in the Water fund is the cleaning of the screens on Wells 4, 5, 9, and 11 where they clean, remove buildup, and check functionality to ensure they are operating at peak efficiency on each well. Also, in the Water budget includes new chemical scales, spare parts for the SCADA system to have on hand at all times, construction for the Eastbourne water main replacement, the west water main up to N 120<sup>th</sup> Street, and SCADA for Well #7. Next council meeting we will be awarding a bid for Well 7 project and we just opened bids yesterday. Fisher reported in the Water budget each year, includes upgrades for water meters and purchase new water meters for new construction. In Waverly Ridge, which is potential name for the Smetter development, there's a big water main that runs through there and we want to pay to upsize a portion of it. We have one water bond that we pay with water revenue.

Fisher reported Wastewater budget includes more typical maintenance type of things, such as SCADA parts, a winch, some wet well air quality monitors to keep our employees safe when they go down into confined spaces with air, some VFDs, air conditioning in the wastewater treatment plant control room, a sewer jetter, some oxidation ditch pumps, the west water main to N 120<sup>th</sup> St, Waverly Ridge upsize, and 2 sewer bonds that we pay with sewer revenue.

For the County Bond Fund, we gave general obligation bonds that we make payments on, which includes one bond that will be paid off in December 2024, so that will be a big help.

Fisher reported Cemetery budget includes routine maintenance.

Fisher reported Keno Fund is showing the one bond payment we make from the Keno Fund and we are transferring \$260,000 out of Keno to Parks this year.

If we would decide to do something at the Amberly and Canongate intersection, we would pay for that out of the TIF Admin Fund to pay for engineering.

Fisher stated we have plenty of sources of revenue for Waverly. The portion of our budget that we are going to pay for with property taxes has increased. The rest of our budget is being paid for using other sources of revenue such as highway allocation funds, bonds, grants, fees, other taxes, franchise fees.

Council Member Hummel made comments about the Rec Center concept being in the budget and asked what it would take to get the Rec Center and Fire Station construction in the budget so as to not further delay these projects another year. Council Members discussed approximate costs for engineering of the

two projects. Fisher advised these changes would change every number in the budget and Gerdes stated this should have been added 2 months ago. Council Member Pascoe asked what we are waiting on for the Fire Station project and agreed with the urgency. Fisher advised the next step would be final design engineering, and the decision of how to pay for it. Fisher stated since there are multiple partners in constructing the Fire Station—the City and the Suburban Fire District—there would need to be some concerted efforts to determine how to fund that project. Hummel recommended we have the option—although difficult but not impossible—to adjust budget later on if we so determine to build the Rec Center or Fire Station this year and Fisher agreed amendments to the budget can be made, adding there is some built-in authority in the budget for unnamed projects. Council Member Nielson added we don't have to decide this today. Emergency Services Coordinator Hoffman said he anticipates once we get the cost estimate back from the architects, the next step is to meet with the involved groups and make sure we are all comfortable with that estimate and then determine how it is going to be funded, whether that is City, Suburban, or a combination of the two so we can move forward with this. Hoffman stated it is not bad to have to go back and amend your budget during the year when you have something that comes up, as long as you don't change your tax levy. Pascoe made comments about not wanting to be in this same position next year as we have for 3 years with minimal progress. Pascoe advised the Fire Station is something that is needed, although I would love a rec center, but public safety comes number one for me. Nielson asked if the Suburban Fire District has been fully completed and Hoffman noted their publications in the newspaper say Waverly Suburban Fire District but they have not yet approached the City or anyone else to join. Hoffman stated but I have not had conversations with President Dames to know one way or the other.

Mayor Gerdes asked three times if anyone from the public would like to comment. No comments heard. Public Hearing closed at 6:25 p.m.

#### **Public Hearing: 2023-2024 Waverly Final Tax Request**

Public Hearing open at 6:26 p.m.

City Administrator Fisher stated the final property tax request for the City of Waverly this year is \$1,719,678.52, that sets our levy at .341256, and that's a 21% increase. If we used the prior year's tax request, the levy would be .282871. Fisher advised we did participate in the joint public hearing last week of which there were 54 people that testified; no one from Waverly.

Mayor Gerdes asked three times if anyone from the public would like to comment. No comments heard. Public Hearing closed at 6:27 p.m.

#### **Consideration of Resolution 23-20 setting the Property Tax Request for 2023-2024**

Council Member Pascoe moved to approve Resolution 22-16 setting the Property Tax Request for 2023-2024. Council Member Nielson seconded the motion.

The following Council Members voted "YEA": Pascoe, Nielson, Jespersen, and Hummel. The following Council Members voted "NAY": None. Motion carried 4-0.

#### **Consideration of the first reading of Ordinance 23-14 to adopt the Budget Statement to be termed the Annual Appropriation Bill; to appropriate necessary expenses and liabilities; and to provide for an effective date**

Council Member Pascoe moved to approve first reading of Ordinance 23-14 to adopt the Budget Statement to be termed the Annual Appropriation Bill; to appropriate necessary expenses and liabilities; and to provide for an effective date. Council Member Nielson seconded the motion.

Fisher stated we need to pass this ordinance on third and final reading so we can submit our budget on time.

Council Member Pascoe moved to suspend the rules and waive the requirement for the three readings and move to third and final reading of Ordinance 23-14 to adopt the Budget Statement to be termed the Annual Appropriation Bill; to appropriate necessary expenses and liabilities; and to provide for an effective date. Council Member Nielson seconded the motion.

The following Council Members voted "YEA": Nielson, Jespersen, Hummel, and Pascoe. The following Council Members voted "NAY": None. Motion carried 4-0.

Mayor Gerdes called for a vote to approve on third and final reading of Ordinance 23-14 to adopt the Budget Statement to be termed the Annual Appropriation Bill; to appropriate necessary expenses and liabilities; and to provide for an effective date.

The following Council Members voted "YEA": Jespersen, Hummel, Pascoe, and Nielson. The following Council Members voted "NAY": None. Motion carried 4-0.

#### **ADJOURNMENT**

Council Member Pascoe moved to adjourn at 6:29 p.m. Council Member Nielson seconded the motion.

The following Council Members voted "YEA": Hummel, Pascoe, Nielson, and Jespersen. The following Council Members voted "NAY": None. Motion carried 4-0.

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William D. Gerdes, Mayor

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Megan K. Frye, City Clerk/Deputy Treasurer

## **MINUTES OF A WAVERLY CITY COUNCIL MEETING HELD ON SEPTEMBER 26, 2023**

### **CALL TO ORDER**

Mayor Bill Gerdes called the meeting to order at 6:31 p.m. and led those in attendance in reciting the Pledge of Allegiance. Gerdes acknowledged the Open Meetings Act Poster located on the south wall of the Council Chambers. Mayor Bill Gerdes and Council Members Abbey Pascoe, Dave Nielson, Aaron Hummel, and David Jespersen were in attendance. Other City Officials present were City Administrator Stephanie Fisher, Deputy City Attorney Sarah Meier, and City Clerk Megan Frye. Others present were Emergency Services Coordinator Robin Hoffman and The Waverly News reporter Sam Crisler. Notice of the Meeting and Agenda were given to the Mayor and all Members of the City Council prior to the Meeting. Notice of the Meeting was posted at Russ's Market Express, the US Post Office, the City Office, and the City website (citywaverly.com).

### **ADOPTION OF AGENDA**

Council Member Pascoe moved to adopt the agenda as presented with one change: to update Ordinance No. 23-14 to Ordinance No. 23-15 on agenda item 3.b) due to a clerical error. Council Member Nielson seconded the motion.

The following Council Members voted "YEA": Pascoe, Nielson, Hummel, and Jespersen. The following Council Members voted "NAY": None. Motion carried. 4-0

### **CONSENT AGENDA**

Consideration of Resolution 23-22 authorizing the Signing of the Municipal Annual Certification of Program Compliance 2023.

Minutes of the September 12, 2023 City Council Meeting

Consideration of Amendment No. 2 with JEO for Bidding and Construction Administration Services for the N 134th St Drainage Improvement Project in an amount not to exceed \$13,042.00.

Council Member Pascoe moved to approve the Consent Agenda as presented. Council Member Nielson seconded the motion.

The following Council Members voted "YEA": Nielson, Hummel, Jespersen, and Pascoe. The following Council Members voted "NAY": None. Motion carried. 4-0.

### **PROCLAMATIONS AND PRESENTATIONS**

None.

### **WAVERLY ONE (1) AND SIX (6) YEAR ROAD IMPROVEMENT PLAN**

**Public Hearing: One (1) and Six (6) Year Highway and Street Improvement Program for the City of Waverly, Nebraska.**

Public Hearing open at 6:34 p.m.

City Administrator Fisher advised the one year plan includes ADA ramp improvements throughout the community and the six year plan includes mostly maintenance projects including some mill and overlay projects on some older asphalted streets with exception of the tentative major construction project of Oldfield Street paving. Mayor Gerdes asked if anyone from the public would like to comment. No comments heard.

Public Hearing closed at 6:36 p.m.

**Consideration of Resolution 23-21 a resolution accepting the One (1) and Six (6) Year Highway and Street Improvement Program for the City of Waverly, Nebraska.**

Council Member Pascoe moved to approve Resolution 23-21 a resolution accepting the One (1) and Six (6) Year Highway and Street Improvement Program for the City of Waverly, Nebraska. Council Member Nielson seconded the motion.

The following Council Members voted “YEA” Hummel, Jespersen, Pascoe, and Nielson. The following Council Members voted “NAY”: None. Motion carried. 4-0.

**WAVERLY ZONING REGULATIONS: FLOOD PROTECTION ELEVATION (FPE)  
Public Hearing: amendment of the Waverly Zoning Regulations Article 5, Section 11.540  
Definitions, relating to Special Overlay Districts, FP Salt Creek Valley Floodplain/Floodway  
Overlay District**

Public Hearing open at 6:37 p.m.

City Administrator Fisher advised Building Inspector/Zoning Administrator Mike Palm is working with the Community Rating System, which will help improve flood insurance rates in the City, and there are some things the City can do to improve our floodplain rating, including adding this definition in our floodplain regulations in the Zoning Regulations. Mayor Gerdes asked if anyone from the public would like to comment. No comments heard.

Public Hearing closed at 6:38 p.m.

**Consideration of the first reading of Ordinance 23-15 an ordinance of the City of Waverly, Nebraska to amend the Waverly Zoning Regulations Article 5, Section 11.540 Definitions, relating to special and overlay districts, FP Salt Creek Valley Floodplain/Floodway Overlay District.**

Council Member Pascoe moved to approve the first reading of Ordinance 23-15 an ordinance of the City of Waverly, Nebraska to amend the Waverly Zoning Regulations Article 5, Section 11.540 Definitions, relating to special and overlay districts, FP Salt Creek Valley Floodplain/Floodway Overlay District. Council Member Nielson seconded the motion.

Council Member Hummel moved to suspend the rules and waive the requirement of three readings and move to third and final reading of Ordinance 23-15. Council Member Jespersen seconded the motion. Council Member Jespersen voiced his appreciation in getting this done to potentially save people money.

On motion to suspend the rules and waive the requirement for three readings of Ordinance 23-15, the following Council Members voted “YEA”: Hummel, Jespersen, Pascoe, and Nielson. The following Council Members voted “NAY”: None. Motion carried. 4-0.

Vote to pass on third and final reading of Ordinance 23-15 an ordinance of the City of Waverly, Nebraska to amend the Waverly Zoning Regulations Article 5, Section 11.540 Definitions, relating to special and overlay districts, FP Salt Creek Valley Floodplain/Floodway Overlay District, the following Council Members voted “YEA”: Jespersen, Pascoe, Nielson, and Hummel. The following Council Members voted “NAY”: None. Motion carried. 4-0.

**SHERIFF’S REPORT**

No report given.

**PUBLIC COMMENTS**

None.

**APPROVAL OF MINUTES**

Consent Agenda.

**CONSIDERATION OF CLAIMS AND FINANCIAL REPORTS**

**Claims for Payment**

<b>Claims for Payment: September 13th - 26th , 2023</b>
<b>Group A</b>

<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
ADP Fees	Payroll Fees	\$ 126.48
ADP Payroll	Payroll	\$ 30,585.34
Alpine Construction	Demolition of old pool	\$ 46,333.40
Andrey Rybak	Refund-Permit 22-055 & 22-056	\$ 780.00
Blue Cross Blue Shield NE	Health Insurance	\$ 17,222.55
Brodds Small Engine Repair	Edger belt	\$ 24.19
Chad Hartwick	Water class-meal reimbursement	\$ 26.45
Core & Main	Meter & Readout Purchase	\$ 27,120.93
Dearborn National	Life & AD&D Insurance	\$ 107.40
Delta Dental of Nebraska	Dental Insurance	\$ 897.75
Dillon Brothers Motorsports	UTV repair	\$ 536.46
Environmental Resource Assoc.	PH Test	\$ 150.66
Firespring	Patient Encounter Forms	\$ 483.38
Frontier	Propane	\$ 19.95
Hanna:Keelan Associates	Comprehensive Planning Program	\$ 14,000.00
Harris Decals	Soccer signs, advertising banner	\$ 397.36
Hometown Leasing	FD Copier	\$ 71.48
JEO Consulting Group, Inc.	Fire Station/City Hall Concept, 134th & Hwy 6 Drainage Improvements	\$ 5,323.50
John Deere Financial	Mower repair	\$ 286.72
John Hancock USA	Retirement	\$ 2,632.07
Kroger Landscapes, Inc.	Lawson-spring overseeding	\$ 1,800.00
Lamp Rynearson	Swimming Pool Planning	\$ 6,280.38
Land Services, LLC	Survey residential fence line	\$ 1,500.00
Life-Assist, Inc.	Medical Supplies	\$ 1,326.00
MCW Management	Refund-12349 N 148 St.	\$ 2,500.00
Menards-Lincoln North	Employee clothing, shop supplies, post, cable	\$ 317.93
Nadia Koval	Cleaning Service	\$ 363.00
NE Public Health Environ. Lab	Lab Fees	\$ 326.00
Olsson	Waverly Water Study Update, Well #7 Rehab	\$ 4,105.30
Petty Cash	Postage, Dry Dam repair	\$ 64.77
Production Creek Specialty Adv	Soccer awards, employee clothing	\$ 959.50
Quick Med Claims	August 2023 Billing-EMS	\$ 579.87
Rembolt Ludtke LLP	Legal Fees	\$ 2,509.03
Russ's Market Express	Halloween candy	\$ 59.46
Russ's Market Express	Pool concessions & supplies	\$ 241.42
S & L Trenching LLC	Water Main-14521 Oak Lane, 13440 Jamestown, water service repair	\$ 8,340.00
Schmit Automotive	1992 GMC-Suburban Repair	\$ 1,010.90
S.E. Rural Fire Protection District	EMS Calls	\$ 500.00
State Fire Marshal Training Di	Hazmat Certification	\$ 150.00
Stingray Technology Services	On site camera repair	\$ 375.00
Stryker Sales, LLC	Cot battery kit	\$ 881.09
SureStay Plus Hotel	Conference-hotel room	\$ 370.00
The Voice News	Advertising & Printing	\$ 570.41
Tony's Lawn Care LLC	Fertilizer	\$ 640.00
U.S. Postmaster	Stamps/Postage	\$ 566.60
Union Bank & Trust Co.	HSA Accounts	\$ 2,750.00

Verizon Wireless	Phone Service	\$ 359.42
Zimco Supply Co.	Herbicide	\$ 665.00
	<b>Claims Group A Total</b>	<b>\$ 187,237.15</b>

Council Member Pascoe moved to approve Group A claims for payment in the amount of \$187,237.15. Council Member Nielson seconded the motion.

The following Council Members voted “YEA” Pascoe, Nielson, Hummel, and Jespersen. The following Council Members voted “NAY”: None. Motion carried. 4-0.

**Keno and Sales Tax Reports**

Keno and Sales Tax Reports provided for information.

**INTRODUCTION OF RESOLUTIONS**

None.

**INTRODUCTION OF ORDINANCES**

None.

**INTRODUCTION OF BUSINESS AND COMMUNICATIONS**

Consent Agenda.

**COMMITTEE REPORTS**

**Human Services (Park & Recreation) Council Member Hummel**

Council Member Hummel reported we are now looking for a Parks & Rec Assistant so the applications are out there and they are doing interviews, so if you know anybody who wants to assist the Parks and Rec Director, we encourage them to apply. They are working on aerating, overseeding, working on the ball fields getting ready for winter. Soccer is still going on Tuesdays and Thursday nights and the co-ed adult softball tournaments are going on. NFL Flag Football games are going on Saturday mornings and the Super Bowl is October 14<sup>th</sup>. Parks and Rec Director Shayna Murrell and the pool manager are meeting every other week. They are working on policies and procedures and plans for opening the Aquatic Center next year. Hats off to them that they are already planning for that.

**Public Works (Utilities & Streets) Council Member Jespersen**

Council Member Jespersen reported they have been out and about spending most of their time applying mastic patch to Waverly Road and Canongate Road and should finish that this week. A mastic patch is portable pavement when it’s too big to do a traditional patch but it’s too small for the sealant. They are going to do some crack sealing on the smaller cracks on both roads next. They worked on the set up of barricades for the marching band parade and the Fire Station events. They sprayed the cemetery with weed killer this week.

**Public Health (Fire & Safety) Council Member Nielson**

Council Member Nielson reported last Monday, September 18, they were washing trucks, and they did not use Waverly water, they went to Southeast. They cleaned the building for the Open House they had last Sunday, September 24. Aidan Hornburg of Boy Scout Troop #76, he had an eagle scout project where he created 2 shadow boxes for Justin Stineman and Tony Schaeffer, who passed while an active member—not necessarily while on the job. The project is called "Knott Forgotten", after Hornburg’s uncle who passed away and his last name was Knott. Hornburg is also creating a picture board with a ceremonial posting for the Fire Station and possibly the City Office. Nielson reported last night the Fire/Rescue members toured the COOP and grain elevator to see and be aware of what is needed in case of a fire in those locations. Emergency Services Coordinator Robin Hoffman elaborated this is an OSHA requirement for the COOP that they invite the Fire Department over and do an annual walk through to get

updated on any changes to elevators or facilities. Hoffman stated we are waiting on a response from the City's attorney's office as to how we may proceed with the ambulance repair situation. Hoffman advised Waverly 61 was also in an accident coming back from a call just a few days ago. It is currently at Sid Dillon in Wahoo for the starter repair, this is also covered under insurance, and it was also not our fault.

### **Fiscal and Economic Development Council Member Pascoe**

Council Member Pascoe reported on the Mexican restaurant owner's daughter is getting married on October 7 and will honeymoon after that. She is the one running the restaurant so hopefully soon. The Fire Department had their Open House and one of the things I liked most about it was all the different apparatuses and all the pricing of those. Everyone could see how much all these SCBAs cost, and I was blown away by the cost of the cot at \$35,000. It was really cool to see Star Care. Pascoe reported the WIS Student Council is putting on a golf cart and ATV decorating contest on October 28 for Halloween as a fundraiser to buy checkerboard picnic table so they can sit and play checkers or sit and talk, which costs about \$1,500 each. The last couple of weeks we have been talking about the CRA. I believe a handful of people have applied and the Mayor is interviewing applicants. There's a really awesome fall workshop coming up on October 13 via Zoom that will talk about housing issues, TIF, planning fundamentals, and I think it would be beneficial if all of us attend. This would be a great learning experience for the CRA if we can get them approved by then.

### **City Administrator Fisher**

City Administrator Fisher reported yesterday we had the bid opening for Well 7. We received 2 bids and the engineer took those bid packages back for tabulating costs to present that information ready for the next council meeting, on October 10. Both of the bids were higher than we had anticipated, unsurprisingly. We did get I believe \$118,000 in insurance money for that and will be able to apply that insurance money to the cost. We did budget for it out of the Water Fund revenue.

Fisher reported the Mayor, Public Works Director Tracey Whyman, Andrew Toy, and I went and met with the Department of Natural Resources last week to talk about what we can do as far as a feasibility study for the City. They did reassure us that there are other communities that are going through this same process so we are not the only ones going through these troubles. We did talk about the Municipal Transfer Permit, which Whyman talked about in his budget that we need one, and DNR said that does not need to be on our priority list and they are okay with the current transfer permit that we have. They would much rather we focus the money that we had allocated for the transfer permit to doing a feasibility study. It was a good discussion with DNR.

Fisher reported we do have an Eagle Scout project looking to do a project for the City and he is looking at working on some of our welcome signage to spiff that up a little bit, specifically the one out by Lincoln Auto Auction and the one by Well 5, which is a wooden sign that says Waverly. He wants to rehab that sign and it needs some TLC so that is very welcome.

Fisher reported we also met with Hanna:Keelan going through our Zoning Regulations making a few suggestions about how we may make a few modifications to them so we'll have another subsequent meeting after that and then that will go before the Planning Commission, then through City Council. Some of the changes are clerical and some are different modifications.

Fisher reported we've also met with Olssons, which is our engineer that's working on the review of Municipal Code 51.37, which is the determination of a water watch, water warning, and water emergency and what those triggers are. We are trying to establish triggers that grow with us and are not set at some hard number like 500,000 gallons, for example. They've got some really good examples of two different triggers that apply to different things. One of them would be if we had wells that go out of service or the water tank goes down or something like that, that is one set of triggers. Then there's other sets of triggers

that are on our capacity or well-pumping levels. It will grow with us instead of being a very stagnant number. We are fine-tuning those so we are not ready to share that information yet. Olsson will be coming to present at a Council Meeting soon some information on the water study and also those changes in the triggers. One thing we talked with DNR first and foremost our biggest efforts should be around conservation, and Wyman and I have talked about it quite a bit because conservation is a very immediate and very cheap project to implement. We are going to be focusing on conservation day one in the spring.

Fisher reported the old pool demolition is nearly complete and should be done by this week. The old pool structure itself is all dug up and backfilled with dirt and last I heard they are working on tearing down the bath house. The demolition project manager said it was a very well built pool and the floor of the pool had 12 inches of concrete with tons of rebar in it—even the baby pool was that thick. Gerdes added I don't think he was planning on it taking this long. Fisher said they had to break it up by square foot by square foot. Council Member Nielson asked if that meant we had to pay him more and Fisher said no.

Fisher reported we were contacted by our auditors, and they are going to begin field work in the middle of November for the audit for this fiscal year ending on September 30, 2023. Fisher stated City Treasurer Cheris Cadwell is ready and she is excited to get it started.

#### **ADJOURNMENT**

Council Member Hummel moved to adjourn at 6:57 p.m. Council Member Nielson seconded the motion. The following Council Members voted “YEA”: Nielson, Hummel, Jespersen, and Pascoe. The following Council Members voted “NAY”: None. Motion carried. 4-0.

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William D. Gerdes, Mayor

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Megan K. Frye, City Clerk / Deputy Treasurer

**Claims for Payment: September 27th - October 10th , 2023**

<b>Group A</b>			
<b>Vendor</b>	<b>Description</b>	<b>Amount</b>	<b>Date Paid</b>
Caleb & Kourtney Bishop	Utility Deposit Refund	\$ 100.00	
Tharyn & Kelsea Curtis	Utility Deposit Refund	\$ 100.00	
Mark Derby	Utility Deposit Refund	\$ 100.00	
Maggie Hruska	Utility Deposit Refund	\$ 100.00	
Aaron Marchand	Utility Deposit Refund	\$ 100.00	
Shawn & Hannah Myers	Utility Deposit Refund	\$ 34.20	
Jesse Roehl	Utility Deposit Refund	\$ 100.00	
Christopher & Justine Schmid	Utility Deposit Refund	\$ 100.00	
Sarah Williams	Utility Deposit Refund	\$ 100.00	
ADP FEES	Payroll Fees	\$ 121.21	10/13/2023
ADP FEES	Payroll Fees	\$ 164.35	9/29/2023
ADP PAYROLL	Payroll	\$ 29,397.00	10/6/2023
ALL ROAD BARRICADES, INC.	Barricade rental	\$ 252.00	
Black Hills Energy	Natural gas	\$ 138.89	
Bryant Air Conditioning & Heat	Fire station-gas leak	\$ 176.44	
COLONIAL LIFE	Insurance	\$ 43.92	
COMMUNITY FIRST NATIONAL BANK	Street Sweeper Lease	\$ 35,326.28	
DATAVIZION, LLC	VizionCare Complete, Microsoft 365 Business	\$ 1,510.00	
FAUGHN ELECTRIC	Wayne Park light repair	\$ 1,053.22	
FES	SOCS Web Hosting Services	\$ 3,050.00	
Fidelity Security Life Insuran	Vision Insurance	\$ 174.23	
Frontier	Ruby Fieldmaster, propane	\$ 415.07	
HAWKINS, INC.	Supplies	\$ 8,864.58	
HBE LLP	Preparation 2023-2024 Budget	\$ 2,870.00	
HEATHER CHLOUPEK	FD Open House food reimbursement	\$ 264.53	
HORIZON BANK	Monthly ACH Fees	\$ 10.00	10/15/2023
INTERSTATE ALL BATTERY CENTER	Batteries	\$ 398.89	
JOHN DEERE FINANCIAL	Mower repair	\$ 151.98	
JOHN HANCOCK USA	Retirement	\$ 2,610.95	10/6/2023
Lancaster County Assessor	Joint Public Hearing	\$ 373.69	
LIFE-ASSIST, INC.	Medical Supplies	\$ 199.88	
LINCOLN ELECTRIC SYSTEM	Electricity	\$ 4,753.01	
LOGAN CONTRACTORS SUPPLY, INC.	Rental-Patcher II	\$ 3,000.00	
MENARDS-LINCOLN NORTH	Pail, oil, soap	\$ 41.00	
MENARDS-LINCOLN NORTH	Turkey fryer w/basket	\$ 96.98	
MENARDS-LINCOLN NORTH	Propane torch, clamps & adapter	\$ 61.89	
MIDWEST LABORATORIES, INC	Lab fees	\$ 1,219.96	
MR. AMOTO	Tree removal-cemetery	\$ 1,200.00	
NDEE	Eastbourne water main review	\$ 3,850.00	
NEBRASKA DEPT REVENUE WASTE	Utility Sales Tax	\$ 9,662.53	10/20/2023
NEB. MUNICIPAL CLERKS' ASSO.	Membership Dues-Megan	\$ 100.00	
ODEY'S INC.	Line striper	\$ 2,230.00	
ONE CALL CONCEPTS, INC.	One-Call Service	\$ 160.98	
PAUL DAVIS RESTORATION, INC.	Laundering Bunker Gear	\$ 100.00	
PINNACLE BANK	Fire department open house supplies	\$ 963.54	
PINNACLE BANK	Conference, flag football, pool chairs, fleet software, fire prevention week	\$ 5,099.35	
QUIK DUMP REFUSE	Garbage Service	\$ 531.52	
S & L TRENCHING LLC	Old pool-sewer & water maint.	\$ 1,750.00	
S & L TRENCHING LLC	Water line repair Lucia Ct. & US Hwy 6	\$ 1,400.00	
SARGENT DRILLING	Lawson Park well pump repair	\$ 15,442.00	
Scott Claycomb	Umpire fee-adult coed softball	\$ 1,170.00	
S.E.Rural Fire Protection Dist	EMS Call	\$ 250.00	
Stryker Sales, LLC	Sensor, patient cable, tubing	\$ 697.01	
THE VOICE NEWS	Advertising & Printing	\$ 446.61	
U.S.BANK EQUIPMENT FINANCE	Ricoh Copier	\$ 143.95	
USA BLUE BOOK	Lab equipment	\$ 2,931.24	
Visual Edge IT	Copies	\$ 96.87	
<b>Claims Group A Total</b>		<b>\$ 145,799.75</b>	

William D. Gerdes, Mayor

Cheris Cadwell, City Treasurer/Deputy Clerk

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL.
10-00-1000	CASH IN BANK - GENERAL	35,716.33-	106,382.47
10-00-1007	CASH IN BANK - MMA	3,355.15	878,109.83
10-00-1010	CASH AT COUNTY TREASURER	.00	15,158.11
11-00-1000	CASH IN BANK - CITY SALES TAX	5,370.25-	.00
11-00-1007	CASH IN BANK - MMA	676,372.92-	536,291.21
11-00-1035	SALES TAX CD #19645	.00	1,784,788.01
11-00-1036	SALES TAX CD #738	750,000.00	750,000.00
12-00-1000	CASH IN BANK - STREET	17,855.75	69,257.39
12-00-1007	CASH IN BANK - MMA	2,453.17	642,043.03
13-00-1000	CASH IN BANK - POOL	26,439.71	127,196.06
13-00-1007	CASH IN BANK - MMA	1,759.57	460,514.17
13-00-1016	CASH IN BANK-NE CLASS	41,941.44-	636,011.96
13-00-1030	AQUATIC CENTER CASH ACCOUNT	7,602.49-	4,344.80
14-00-1000	CASH IN BANK - PARK	26,471.02-	21,270.96
14-00-1002	PARK & REC FUND	.00	.00
14-00-1003	PARK & REC SCHOLARSHIP ACCT	.19	901.44
14-00-1007	CASH IN BANK - MMA	809.58	211,882.61
14-00-1016	NE CLASS PARK	.00	.00
15-00-1000	CASH IN BANK - ARPA	.00	.00
15-00-1007	CASH IN BANK - MMA	2,820.45	738,167.90
16-00-1000	CASH IN BANK - FIRE DEPT.	28,498.14-	.00
16-00-1007	CASH IN BANK - MMA	12,696.39-	.00
17-00-1000	CASH IN BANK - BURN PERMIT CC	40.00-	.00
17-00-1012	FIRE FUND - DONATIONS	213.75-	6,670.00
17-00-1016	CASH IN BANK - NE CLASS	163.42	36,064.32
18-00-1000	CASH IN BANK - FIRE EQUIP FUND	.00	.00
18-00-1001	FIRE FUND - EQUIPMENT	20,363.50	44,031.19
18-00-1007	CASH IN BANK - MMA	12,745.09	12,745.09
18-00-1016	CASH IN BANK - NE CLASS	18,566.29-	305,103.50
18-00-1030	CD 19609 FIRE EQUIP	.00	.00
19-00-1000	CASH IN BANK-BUILDING & ZONING	24,422.27-	76.31
19-00-1007	CASH IN BANK - MMA	328.71	112,201.48
20-00-1000	CASH IN BANK - WATER	9,191.95	142,322.33
20-00-1007	CASH IN BANK - MMA	6,100.42	1,596,600.67
21-00-1000	CASH IN BANK - SEWER	72,668.02	175,408.39
21-00-1004	2010 BOND RESERVE	.00	.00
21-00-1007	CASH IN BANK - MMA	991,016.48-	2,351,163.42
21-00-1009	2012 BOND RESERVE	.00	.00
21-00-1030	CD# 19666 SEWER FUND	.00	27,999.81
21-00-1031	CD #4048 FSB	.00	353,810.83
21-00-1032	CD #19501 HORIZON 2012 BOND	.00	.00
21-00-1033	SEWER CD #19643	.00	510,089.68
21-00-1034	SEWER CD #19644	.00	509,939.43
21-00-1037	SEWER CD 19739	1,000,000.00	1,000,000.00
22-00-1000	CASH IN BANK- CBDG FUNDS	.00	.00
23-00-1000	CASH IN BANK - COUNTY BOND	.00	.00
23-00-1003	COUNTY BOND M M	11,257.39	21,435.30
23-00-1007	COP TRUST ACCOUNT	.00	.00
23-00-1008	COP TRUST RESERVE	.00	.00

**TRIAL BALANCE**  
**CALENDAR 9/2023, FISCAL 12/2023**

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL.
23-00-1010	CASH AT COUNTY TREASURER	.00	2,396.17
23-00-1016	CASH IN BANK - NE CLASS	1,368.72	302,048.48
24-00-1000	CASH IN BANK - TIF H	.00	.00
24-00-1017	TIF H: TSC Distr Center	10.68	89,584.41
25-00-1000	CASH ACCOUNT - TIF I	.00	.00
25-00-1018	TIF I: TSC Retail store	.01	40.36
26-00-1000	CASH IN BANK - TIF C	.00	.00
26-00-1010	CASH AT COUNTY TREASURER	.00	.00
26-00-1019	TIF C: MBA Poultry A	.00	.00
27-00-1000	CASH IN BANK - TIF D	.00	.00
27-00-1010	CASH AT COUNTY TREASURER	.00	.00
27-00-1020	TIF D: MBA Poultry B	.00	.00
28-00-1000	CASH IN BANK - CEMETERY	8,244.80-	5,485.52
28-00-1007	CASH IN BANK - MMA	4,492.49-	719.25
28-00-1011	CEMETERY M M	8,495.01	11,387.01
28-00-1031	CEMETERY CD #3133	.00	66,308.73
29-00-1000	CASH IN BANK - KENO	.00	.00
29-00-1005	LOTTERY PRIZE M M	121.09	77,096.79
29-00-1006	CERTIFICATE OF DEPOSIT	.00	.00
29-00-1013	KENO OPERATING	1,975.68	49,639.98
29-00-1014	FIXED KENO ACCOUNT	4,077.42	36,340.11
29-00-1016	CASH IN BANK - NE CLASS	92,613.53-	367,353.45
29-00-1030	CD#0065 PINNACLE KENO	4,276.57	347,342.26
30-00-1000	CASH IN BANK - TIF E	.00	.00
30-00-1021	TIF E: Watts Electric	1.58	19,872.35
31-00-1000	CASH IN BANK - PAYROLL	.00	.00
32-00-1000	CASH IN BANK - TIF F	.00	.00
32-00-1022	TIF F: Kamterter	2.24	28,228.66
33-00-1000	CASH IN BANK - TIF G	.00	.00
33-00-1010	CASH AT COUNTY TREASURER	.00	440.69
33-00-1016	CASH IN BANK - NE CLASS	3,742.84	825,968.83
33-00-1023	TIF G: Bucket B area	5,644.12	5,875.30
34-00-1000	CASH IN BANK - TIF J	.00	.00
34-00-1010	CASH AT COUNTY TREASURER-TIF J	.00	.00
34-00-1024	TIF J: Vacek Enterprises	.00	.33
35-00-1000	CASH ACCOUNT - ADMIN W/H	.00	.00
35-00-1016	CASH IN BANK - NE CLASS	658.66	145,353.93
35-00-1025	TIF Admin W/H Funds	.00	16.33
36-00-1026	TIF K: Woodstock LLC	.40	9,953.94
37-00-1028	TIF L CASH IN BANK	.33	8,409.34
		=====	=====
	PROOF	5,591.17-	16,587,843.92
		=====	=====

**TREASURER'S REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

ACCT	TITLE	LAST REPORT ON HAND	DISBURSED	RECEIVED	CHANGE IN LIABILITY	BALANCE
10	GENERAL	1,032,011.59	62,342.80	31,931.14	1,949.52-	999,650.41
11	CITY SALES TAX	3,002,822.39	2,950.50	71,207.33	.00	3,071,079.22
12	STREET	690,991.50	26,897.97	52,155.55	4,948.66-	711,300.42
13	POOL	1,249,411.64	60,010.75	39,423.14	757.04-	1,228,066.99
14	PARK	259,716.26	26,030.26	3,514.77	3,145.76-	234,055.01
15	ARPA	735,347.45	.00	2,820.45	.00	738,167.90
16	FIRE DEPARTMENT	41,194.53	49,661.19	8,466.66	.00	.00
17	FIRE DONATION	42,824.65	265.14	174.81	.00	42,734.32
18	FIRE EQUIPMENT	347,337.48	32,919.35	47,461.65	.00	361,879.78
19	BUILDING & ZONING	136,371.35	26,483.45	3,945.27	1,555.38-	112,277.79
20	WATER	1,723,630.63	66,787.35	86,629.80	4,550.08-	1,738,923.00
21	SEWER	4,846,760.02	61,010.35	144,946.78	2,284.89-	4,928,411.56
22	CDBG FUND	.00	.00	.00	.00	.00
23	DEBT SERVICE	313,253.84	.00	12,626.11	.00	325,879.95
24	TIF H: TSC DISTR CENTE	89,573.73	.00	10.68	.00	89,584.41
25	TIF I: TSC RETAIL STOR	40.35	.00	.01	.00	40.36
26	TIF C: MBA POULTRY A	.00	.00	.00	.00	.00
27	TIF D: MBA POULTRY B	.00	.00	.00	.00	.00
28	CEMETERY	88,142.79	3,714.39	562.76	1,090.65-	83,900.51
29	LOTTERY	959,935.36	53,112.89	65,370.12	94,420.00-	877,772.59
30	TIF E: WATTS ELECTRIC	19,870.77	.00	1.58	.00	19,872.35
31	PAYROLL	.00	.00	.00	.00	.00
32	TIF F: KAMTERTER	28,226.42	.00	2.24	.00	28,228.66
33	TIF G; BUCKET B AREA	822,897.86	.00	9,386.96	.00	832,284.82
34	TIF J: VACEK ENTERPRIS	.33	.00	.00	.00	.33
35	TIF ADMIN W/H FUNDS	144,711.60	.00	658.66	.00	145,370.26
36	TIF K: WOODSTOCK LLC	9,953.54	.00	.40	.00	9,953.94
37	TIF L NW ELECTRIC	8,409.01	.00	.33	.00	8,409.34
Report Total		16,593,435.09	472,186.39	581,297.20	114,701.98-	16,587,843.92

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
10-00-4000	PROPERTY TAXES	9,413.04	592,139.79	644,023.00	51,883.21
10-00-4005	MOTOR VEHICLE TAX	12,898.45	139,855.42	70,000.00	69,855.42-
10-00-4010	MOTOR VEHICLE PRO RATE	.00	1,541.29	800.00	741.29-
10-00-4015	PROPERTY TAX CREDIT	.00	32,895.64	.00	32,895.64-
10-00-4018	STATE AID	.00	.00	.00	.00
10-00-4020	PROPERTY TAX CREDIT	.00	.00	.00	.00
10-00-4025	M.I.R.F.	.00	.00	.00	.00
10-00-4030	CARLINE	14.09	67.72	.00	67.72-
10-00-4032	LEASE REVENUE	500.00	6,649.94	.00	6,649.94-
10-00-4035	FRANCHISE TAX	2,151.63	476,852.62	425,000.00	51,852.62-
10-00-4040	IN LIEU OF TAXES	.00	3,511.53	3,000.00	511.53-
10-00-4050	SALES TAX	.00	.00	.00	.00
10-00-4055	HOMESTEAD EXEMPTION	.00	15,925.58	.00	15,925.58-
10-00-4060	INT EARNED ON LOCAL REVENUE	3,480.56	22,816.86	2,000.00	20,816.86-
10-00-4065	FEES AND PERMITS	.00	.00	.00	.00
10-00-4070	CITY LICENSES	95.00	10,174.00	5,000.00	5,174.00-
10-00-4071	CITY FINES	50.00	295.00	.00	295.00-
10-00-4075	DOG LICENSES	25.00	2,165.00	2,000.00	165.00-
10-00-4080	DOG IMPOUNDMENT & BOARD	.00	.00	.00	.00
10-00-4090	OTHER LOCAL REVENUE RECEIPT	.00	101.21	.00	101.21-
10-00-4091	QUIET ZONE	.00	.00	.00	.00
10-00-4095	LABOR & MATERIALS SOLD - GEN.	.00	.00	.00	.00
10-00-4100	EQUIPMENT SOLD	.00	.00	.00	.00
10-00-4105	GRANTS	.00	.00	.00	.00
10-00-4106	DEVELOPER: STREET TREES	.00	.00	.00	.00
10-00-4110	INSURANCE ADJUSTMENTS	.00	.00	.00	.00
10-00-4115	OPERATING CONTRIBUTIONS	.00	.00	.00	.00
10-00-4210	TOWER RENT	3,303.37	38,126.53	39,000.00	873.47
10-00-4215	FARM RENT INCOME	.00	22,483.75	15,000.00	7,483.75-
10-00-4410	ADJUSTMENT	.00	3,902.31	.00	3,902.31-
10-00-4415	AG LAND TAX CREDIT	.00	29.40	.00	29.40-
10-90-4011	TRANSFER FROM CITY SALES TAX	.00	.00	.00	.00
10-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
10-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
10-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
10-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
10-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
10-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
10-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
10-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
10-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
10-90-4030	TRANSFER FROM TIF E	.00	.00	.00	.00
10-90-4031	TRANSFER FROM PAYROLL	.00	.00	.00	.00
10-90-4033	TRANSFER FROM TIF G	.00	.00	.00	.00
	TOTAL REVENUE	31,931.14	1,369,533.59	1,205,823.00	163,710.59-
10-00-5000	REGULAR SALARIES	6,764.10	86,869.61	87,000.00	130.39
10-40-5000	REGULAR SALARIES	.00	.00	.00	.00
10-50-5000	REGULAR SALARIES	.00	.00	.00	.00

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL EXPENSES	6,764.10	86,869.61	87,000.00	130.39
	GENERAL TOTAL	=====	=====	=====	=====
		25,167.04	1,282,663.98	1,118,823.00	163,840.98-
		=====	=====	=====	=====

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
11-00-4052	CITY SALES TAX	69,158.23	818,168.41	570,000.00	248,168.41-
11-00-4053	AQUATIC CENTER SALES TAX	.00	.00	.00	.00
11-00-4135	REIMBURSEMENT	.00	10,530.00	.00	10,530.00-
11-00-4161	INTEREST	2,049.10	55,611.38	.00	55,611.38-
11-90-4010	TRANSFER FROM GENERAL	.00	.00	.00	.00
11-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
11-90-4033	TRANSFER FROM TIF G	.00	.00	.00	.00
	TOTAL REVENUE	71,207.33	884,309.79	570,000.00	314,309.79-
	CITY SALES TAX TOTAL	71,207.33	884,309.79	570,000.00	314,309.79-

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
12-00-4005	MOTOR VEHICLE FEES	.00	37,444.53	25,700.00	11,744.53-
12-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
12-00-4095	LABOR & MATERIALS SOLD-STREETS	.00	594.00	.00	594.00-
12-00-4100	EQUIPMENT SOLD	.00	.00	.00	.00
12-00-4105	GRANTS	.00	.00	.00	.00
12-00-4110	INSURANCE ADJUSTMENTS	.00	3,568.00	.00	3,568.00-
12-00-4120	HIGHWAY ALLOCATION	48,800.38	550,170.16	526,565.00	23,605.16-
12-00-4125	INCENTIVE PAYMENTS	.00	4,000.00	.00	4,000.00-
12-00-4130	SALE BONDS - STREETS	.00	.00	1,000,000.00	1,000,000.00
12-00-4135	REINBURSEMENT/PROJECT FINANCED	902.00	5,579.16	15,000.00	9,420.84
12-00-4161	INTEREST	2,453.17	13,883.23	.00	13,883.23-
12-00-4220	SCRAP SALES	.00	.00	.00	.00
12-00-4405	INFRASTRUCTURE FEE	.00	9,920.13	.00	9,920.13-
12-90-4010	TRANSFER FROM GENERAL	.00	285,000.00	285,000.00	.00
12-90-4011	TRANSFER FROM SALES TAX	.00	.00	.00	.00
12-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
12-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
12-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
12-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
12-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
12-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
12-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
12-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
12-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
12-90-4030	TRANSFER FROM TIF	.00	.00	.00	.00
	TOTAL REVENUE	52,155.55	910,159.21	1,852,265.00	942,105.79
12-00-5000	REGULAR SALARIES	9,624.64	130,857.40	190,000.00	59,142.60
	TOTAL EXPENSES	9,624.64	130,857.40	190,000.00	59,142.60
	STREET TOTAL	42,530.91	779,301.81	1,662,265.00	882,963.19

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
13-00-4052	CITY SALES TAX	34,579.06	409,083.61	330,400.00	78,683.61-
13-00-4085	CONCESSIONS	.00	.00	.00	.00
13-00-4090	OTHER LOCAL REV RECEIPTS	4.66	2,242.84	.00	2,242.84-
13-00-4105	GRANTS	.00	281,000.00	2,000,000.00	1,719,000.00
13-00-4130	SALE BONDS - POOL	.00	.00	.00	.00
13-00-4131	AQUA CENTER BOND PROCEEDS	.00	.00	1,500,000.00	1,500,000.00
13-00-4132	2022 MUN IMP BOND PROCEED	.00	2,500,000.00	.00	2,500,000.00-
13-00-4140	POOL RECEIPTS	.00	102,779.75	50,000.00	52,779.75-
13-00-4155	GIFT OR DONATIONS	.00	1,070,000.00	.00	1,070,000.00-
13-00-4161	INTEREST	4,839.42	48,978.89	.00	48,978.89-
13-00-4185	CONCESSION RECEIPTS	.00	13,054.66	7,000.00	6,054.66-
13-90-4010	TRANSFER FROM GENERAL	.00	.00	.00	.00
13-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
13-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
13-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
13-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
13-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
13-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
13-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
13-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
	TOTAL REVENUE	39,423.14	4,427,139.75	3,887,400.00	539,739.75-
13-00-5000	REGULAR SALARIES	2,143.74	26,553.93	27,500.00	946.07
	TOTAL EXPENSES	2,143.74	26,553.93	27,500.00	946.07
	POOL TOTAL	37,279.40	4,400,585.82	3,859,900.00	540,685.82-

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
14-00-4065	FEES & PERMITS	.00	30.00	.00	30.00-
14-00-4090	OTHER LOCAL REV RECEIPTS	550.00	2,560.00	.00	2,560.00-
14-00-4105	GRANTS	.00	.00	.00	.00
14-00-4110	INSURANCE ADJUSTMENTS	.00	38,759.72	.00	38,759.72-
14-00-4139	YOUTH FLAG FOOTBAL	.00	8,910.00	5,000.00	3,910.00-
14-00-4140	FALL SOCCER RECEIPTS	25.00	9,705.00	5,000.00	4,705.00-
14-00-4142	SPRING SOCCER RECEIPTS	.00	12,165.00	10,000.00	2,165.00-
14-00-4145	BALL RECEIPTS	.00	17,740.00	15,000.00	2,740.00-
14-00-4146	BALL FIELD RENTAL	2,130.00	22,465.00	12,000.00	10,465.00-
14-00-4147	ADULT SPORTS RECEIPTS	.00	2,195.00	1,000.00	1,195.00-
14-00-4155	PARK DONATIONS	.00	1,500.00	.00	1,500.00-
14-00-4161	INTEREST	809.58	6,646.89	.00	6,646.89-
14-00-4165	INTEREST EARNED	.19	1.44	.00	1.44-
14-00-4405	INFRASTRUCTURE FEE	.00	22,892.60	.00	22,892.60-
14-00-4420	ADVERTISING REVENUE	.00	4,500.00	.00	4,500.00-
14-90-4010	TRANSFER FROM GENERAL	.00	.00	.00	.00
14-90-4011	TRANSFER FROM CITY SALES TAX	.00	.00	.00	.00
14-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
14-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
14-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
14-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
14-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
14-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
14-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
14-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
14-90-4029	TRANSFER FROM LOTTERY	.00	188,000.00	188,000.00	.00
	TOTAL REVENUE	3,514.77	338,070.65	236,000.00	102,070.65-
14-00-5000	REGULAR SALARIES	7,651.31	104,831.94	105,000.00	168.06
	TOTAL EXPENSES	7,651.31	104,831.94	105,000.00	168.06
	PARK TOTAL	4,136.54-	233,238.71	131,000.00	102,238.71-

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
15-00-4161	INTEREST	2,820.45	16,942.84	.00	16,942.84-
15-00-4199	ARPA PROCEEDS	.00	.00	.00	.00
	TOTAL REVENUE	----- 2,820.45	----- 16,942.84	----- .00	----- 16,942.84-
	ARPA TOTAL	=====	=====	=====	=====
		2,820.45	16,942.84	.00	16,942.84-
		=====	=====	=====	=====

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
16-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
16-00-4091	COVID-19 CARE FUNDS	.00	.00	.00	.00
16-00-4100	EQUIPMENT SOLD	.00	.00	.00	.00
16-00-4105	GRANTS	.00	.00	.00	.00
16-00-4110	INSURANCE ADJUSTMENTS	.00	5,765.00	.00	5,765.00-
16-00-4135	REIMBURSEMENT-MAT'LS/SERVICES	.00	.00	.00	.00
16-00-4155	GIFTS OR DONATIONS	.00	.00	.00	.00
16-00-4160	RURAL FIRE DEPARTMENT	8,466.66	101,599.92	101,600.00	.08
16-00-4165	INTEREST/FIRE-RESCUE	.00	400.03	.00	400.03-
16-90-4010	TRANSFER FROM GENERAL	.00	101,600.00	101,600.00	.00
16-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
16-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
16-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
16-90-4018	TRANSFER FROM FIRE EQUIPMENT	.00	.00	.00	.00
16-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
16-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
16-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
16-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
16-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
	TOTAL REVENUE	8,466.66	209,364.95	203,200.00	6,164.95-
	FIRE DEPARTMENT TOTAL	8,466.66	209,364.95	203,200.00	6,164.95-

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
17-00-4065	BURN PERMITS	10.00	660.00	500.00	160.00-
17-00-4105	GRANTS	.00	1,804.44	.00	1,804.44-
17-00-4155	GIFTS OR DONATIONS	.00	32,310.25	8,000.00	24,310.25-
17-00-4165	INTEREST FIRE DONATION	164.81	1,082.95	.00	1,082.95-
17-90-4016	TRANSFER FROM FIRE/RESCUE	.00	1,148.69	.00	1,148.69-
17-90-4018	TRANSFER FROM FIRE EQUIP	.00	.00	.00	.00
	TOTAL REVENUE	174.81	37,006.33	8,500.00	28,506.33-
	FIRE DONATION TOTAL	174.81	37,006.33	8,500.00	28,506.33-

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
18-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
18-00-4091	COVID-19 Care funds	.00	.00	.00	.00
18-00-4105	GRANTS	.00	.00	.00	.00
18-00-4135	REIMBURSEMENT	.00	.00	.00	.00
18-00-4150	FEH: FIRE SERVICE CALLS	.00	1,313.50	8,000.00	6,686.50
18-00-4151	EMS: RESCUE SERVICE CALLS	2,929.15	77,579.78	50,000.00	27,579.78-
18-00-4160	RURAL FIRE DEPARTMENT	.00	.00	.00	.00
18-00-4165	INTEREST - FIRE EQUIPMENT	1,486.89	10,407.10	.00	10,407.10-
18-90-4016	TRANSFER FROM FIRE	43,045.61	43,045.61	.00	43,045.61-
18-90-4029	TRANSFER FROM KENO	.00	.00	.00	.00
	TOTAL REVENUE	47,461.65	132,345.99	58,000.00	74,345.99-
	FIRE EQUIPMENT TOTAL	47,461.65	132,345.99	58,000.00	74,345.99-

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
19-00-4065	FEES & PERMITS	2,820.86	76,506.97	60,000.00	16,506.97-
19-00-4090	OTHER LOCAL REV RECEIPTS	695.70	695.70	.00	695.70-
19-00-4106	DEVELOPER:STREET TREES	.00	.00	.00	.00
19-00-4161	INTEREST	428.71	3,063.06	.00	3,063.06-
19-00-4200	PERMIT DEPOSITS	.00	36,069.38	10,000.00	26,069.38-
19-00-4205	DEVELOPER CONTRIBUTIONS	.00	.00	80,000.00	80,000.00
19-00-4405	INFRASTRUCTURE FEE	.00	38,154.34	50,000.00	11,845.66
19-90-4010	TRANSFER FROM GENERAL	.00	125,000.00	125,000.00	.00
	TOTAL REVENUE	3,945.27	279,489.45	325,000.00	45,510.55
19-00-5000	SALARIES - REGULAR	6,607.04	85,467.12	86,000.00	532.88
	TOTAL EXPENSES	6,607.04	85,467.12	86,000.00	532.88
	BUILDING & ZONING TOTAL	2,661.77-	194,022.33	239,000.00	44,977.67

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
20-00-4050	SALES TAX	1,625.78	12,812.44	15,000.00	2,187.56
20-00-4071	CITY FINES	.00	200.00	.00	200.00-
20-00-4090	OTHER LOCAL REV RECEIPTS	114.07	578.13	.00	578.13-
20-00-4095	LABOR & MATERIALS SOLD - WATER	2,982.60	24,218.71	20,000.00	4,218.71-
20-00-4105	GRANTS	.00	.00	.00	.00
20-00-4110	INSURANCE ADJUSTMENTS	.00	118,593.00	.00	118,593.00-
20-00-4130	SALE OF BONDS - WATER	.00	.00	1,300,000.00	1,300,000.00
20-00-4165	INTEREST/WATER	6,100.42	33,119.40	.00	33,119.40-
20-00-4175	CONTRIBUTION INCOME	.00	.00	.00	.00
20-00-4200	INSURANCE PROCEEDS	.00	.00	.00	.00
20-00-4220	SCRAP SALES	.00	.00	.00	.00
20-00-4300	UTILITY SERVICE CHARGE-WATER	75,467.46	876,047.55	650,000.00	226,047.55-
20-00-4305	SALE OF WATER	339.47	3,756.73	.00	3,756.73-
20-00-4400	DEPOSITS RECEIVED	.00	.00	.00	.00
20-00-4405	INFRASTRUCTURE FEE	.00	2,289.24	.00	2,289.24-
20-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
20-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
20-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
20-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
20-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
20-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
20-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
20-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
	TOTAL REVENUE	86,629.80	1,071,615.20	1,985,000.00	913,384.80
20-00-5000	REGULAR SALARIES	12,291.37	153,413.75	125,000.00	28,413.75-
	TOTAL EXPENSES	12,291.37	153,413.75	125,000.00	28,413.75-
	WATER TOTAL	74,338.43	918,201.45	1,860,000.00	941,798.55

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
21-00-4050	SALES TAX	8,739.46	99,572.32	85,000.00	14,572.32-
21-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
21-00-4095	LABOR & MATERIALS SOLD - SEWER	.00	.00	.00	.00
21-00-4105	GRANTS	.00	.00	.00	.00
21-00-4110	INSURANCE ADJUSTMENTS	.00	81,762.27	.00	81,762.27-
21-00-4130	SALE OF BONDS - SEWER	.00	.00	.00	.00
21-00-4175	CONTRIBUTION INCOME	.00	.00	.00	.00
21-00-4180	INTEREST INCOME	8,983.52	92,945.29	500.00	92,445.29-
21-00-4220	SCRAP SALES	.00	.00	.00	.00
21-00-4300	UTILITY SERVICE CHARGE-SEWER	127,223.80	1,451,036.71	1,300,000.00	151,036.71-
21-00-4405	INFRASTRUCTURE FEE	.00	3,052.35	.00	3,052.35-
21-90-4011	TRANSFER FROM SALES TAX	.00	.00	.00	.00
21-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
21-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
21-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
21-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
21-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
21-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
21-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
21-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
	TOTAL REVENUE	144,946.78	1,728,368.94	1,385,500.00	342,868.94-
21-00-5000	REGULAR SALARIES	9,112.58	108,755.09	117,500.00	8,744.91
	TOTAL EXPENSES	9,112.58	108,755.09	117,500.00	8,744.91
	SEWER TOTAL	135,834.20	1,619,613.85	1,268,000.00	351,613.85-

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
22-00-4105	GRANTS	.00	.00	.00	.00
22-00-4130	CDBG GRANT PROCEEDS	.00	3,033.75	545,000.00	541,966.25
22-00-4180	INTEREST INCOME	.00	.00	.00	.00
22-00-4310	TIF REVENUE	.00	.00	.00	.00
	TOTAL REVENUE	----- .00	----- 3,033.75	----- 545,000.00	----- 541,966.25
	CDBG FUND TOTAL	===== .00 =====	===== 3,033.75 =====	===== 545,000.00 =====	===== 541,966.25 =====

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
23-00-4000	COUNTY PROPERTY TAX	11,215.46	705,261.74	767,327.00	62,065.26
23-00-4005	COUNTY MOTOR VEHICLE FEE	.00	.00	.00	.00
23-00-4010	COUNTY MOTOR VEHICLE PRO RATE	.00	1,828.07	1,000.00	828.07-
23-00-4015	PROPERTY TAX CREDIT	.00	39,194.43	.00	39,194.43-
23-00-4020	PROPERTY TAX CREDIT	.00	.00	.00	.00
23-00-4023	TRANSFER FROM CO. BOND	.00	.00	.00	.00
23-00-4030	CO. CARLINE	16.78	80.67	.00	80.67-
23-00-4037	COUNTY SPECIAL ASSESSMENTS	.00	32,862.18	40,500.00	7,637.82
23-00-4040	COUNTY IN LIEU OF TAX	.00	4,183.86	3,000.00	1,183.86-
23-00-4055	COUNTY HOMESTEAD EXEMPTION	.00	18,974.61	.00	18,974.61-
23-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
23-00-4130	COUNTY BOND PROCEEDS	.00	.00	.00	.00
23-00-4165	INT EARNED ON CO. BOND	1,393.87	5,102.64	.00	5,102.64-
23-00-4166	INT EARNED ON CO. DEBT FUND	.00	.00	.00	.00
23-00-4170	INT EARNED ON BOND NOTE	.00	.00	.00	.00
23-00-4415	AG LAND TAX CREDIT	.00	34.68	.00	34.68-
23-90-4010	TRANSER FROM GENERAL	.00	.00	.00	.00
23-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
23-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
23-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
23-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
23-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
23-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
23-90-4023	TRANSFER FROM CO. BOND	.00	.00	.00	.00
23-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
23-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
23-90-4033	TRANSFER FROM TIF G	.00	.00	.00	.00
23-90-4035	TRANSFER FROM TIF ADMIN W/H	.00	.00	.00	.00
	TOTAL REVENUE	12,626.11	807,522.88	811,827.00	4,304.12
	DEBT SERVICE TOTAL	12,626.11	807,522.88	811,827.00	4,304.12

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
24-00-4180	INTEREST INCOME	10.68	83.79	.00	83.79-
24-00-4310	TIF REVENUES	.00	190,532.19	120,000.00	70,532.19-
	TOTAL REVENUE	10.68	190,615.98	120,000.00	70,615.98-
	TIF H: TSC DISTR CENTER TOTAL	10.68	190,615.98	120,000.00	70,615.98-

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
25-00-4180	INTEREST INCOME	.01	46.96	.00	46.96-
25-00-4310	TIF REVENUES	.00	37,709.82	37,000.00	709.82-
25-90-4024	TRANSFER FROM TIF A	.00	.00	.00	.00
	TOTAL REVENUE	-----	-----	-----	-----
		.01	37,756.78	37,000.00	756.78-
	TIF I: TSC RETAIL STORE TOTAL	=====	=====	=====	=====
		.01	37,756.78	37,000.00	756.78-
		=====	=====	=====	=====

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
26-00-4180	INTEREST INCOME	.00	.00	.00	.00
26-00-4310	TIF REVENUE	.00	.00	.00	.00
26-90-4035	TRANS FROM TIF ADMIN	.00	.00	.00	.00
	TOTAL REVENUE	----- .00	----- .00	----- .00	----- .00
	TIF C: MBA POULTRY A TOTAL	===== .00 =====	===== .00 =====	===== .00 =====	===== .00 =====

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
27-00-4180	INTEREST INCOME	.00	.00	.00	.00
27-00-4310	TIF REVENUE	.00	.00	.00	.00
27-90-4035	TRANS FROM TIF ADMIN	.00	.00	.00	.00
	TOTAL REVENUE	----- .00	----- .00	----- .00	----- .00
	TIF D: MBA POULTRY B TOTAL	===== .00 =====	===== .00 =====	===== .00 =====	===== .00 =====

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
28-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
28-00-4105	GRANTS	.00	.00	.00	.00
28-00-4110	INSURANCE ADJUSTMENTS	.00	2,004.02	.00	2,004.02-
28-00-4155	GIFTS OR DONATIONS	.00	.00	.00	.00
28-00-4180	INTEREST/CEMETERY FUNDS	7.76	1,779.94	.00	1,779.94-
28-00-4185	CEMETERY RECEIPTS	555.00	19,925.00	5,000.00	14,925.00-
28-90-4010	TRANSFER FROM GENERAL	.00	19,000.00	19,000.00	.00
28-90-4011	TRANSFER FROM SALES TAX	.00	.00	.00	.00
28-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
28-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
28-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
28-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
28-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
28-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
28-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
28-90-4028	TRANSFER IN - CEMETERY	.00	.00	.00	.00
28-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
	TOTAL REVENUE	562.76	42,708.96	24,000.00	18,708.96-
28-00-5000	REGULAR SALARIES	1,921.93	25,718.14	42,000.00	16,281.86
	TOTAL EXPENSES	1,921.93	25,718.14	42,000.00	16,281.86
	CEMETERY TOTAL	1,359.17-	16,990.82	18,000.00-	34,990.82-

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
29-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
29-00-4130	Bond Proceeds	.00	.00	.00	.00
29-00-4165	INTEREST/LOTTERY FUNDS	6,285.60	23,130.65	500.00	22,630.65-
29-00-4193	KENO OPERATING RECEIPTS	55,078.81	2,055,837.58	1,000,000.00	1,055,837.58-
29-00-4195	KENO - CITY COMMISSIONS	4,005.71	332,543.43	200,000.00	132,543.43-
29-00-4200	MISC INCOME	.00	7,956.60	5,000.00	2,956.60-
29-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
29-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
29-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
29-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
29-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
29-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
29-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
29-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
29-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
	TOTAL REVENUE	65,370.12	2,419,468.26	1,205,500.00	1,213,968.26-
	LOTTERY TOTAL	65,370.12	2,419,468.26	1,205,500.00	1,213,968.26-

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
30-00-4130	TIF NOTE PROCEEDS	.00	.00	.00	.00
30-00-4180	INTEREST INCOME	1.58	10.46	.00	10.46-
30-00-4310	TIF REVENUE	.00	86,379.47	85,000.00	1,379.47-
30-90-4035	TRANSFER FROM TIF ADMIN	.00	.00	.00	.00
	TOTAL REVENUE	----- 1.58	----- 86,389.93	----- 85,000.00	----- 1,389.93-
	TIF E: WATTS ELECTRIC TOTAL	=====	=====	=====	=====
		=====	=====	=====	=====

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
32-00-4130	TIF F NOTE PROCEEDS	.00	.00	.00	.00
32-00-4180	INTEREST INCOME	2.24	14.98	.00	14.98-
32-00-4310	TIF F REVENUE	.00	59,782.08	54,000.00	5,782.08-
	TOTAL REVENUE	2.24	59,797.06	54,000.00	5,797.06-
	TIF F: KAMTERTER TOTAL	2.24	59,797.06	54,000.00	5,797.06-

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
33-00-4130	TIF G NOTE PROCEEDS	.00	.00	5,000,000.00	5,000,000.00
33-00-4180	INTEREST INCOME- TIF G	3,749.41	27,425.28	.00	27,425.28-
33-00-4310	TIF G REVENUE	5,637.55	218,155.89	140,000.00	78,155.89-
33-90-4011	TRANSFER FROM SALES TAX	.00	.00	.00	.00
33-90-4024	TRANSFER FROM TIF H	.00	1,090.07	.00	1,090.07-
	TOTAL REVENUE	9,386.96	246,671.24	5,140,000.00	4,893,328.76
	TIF G; BUCKET B AREA TOTAL	9,386.96	246,671.24	5,140,000.00	4,893,328.76

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
34-00-4130	TIF J NOTE PROCEEDS	.00	.00	.00	.00
34-00-4180	INTEREST INCOME - TIF J	.00	1.06	.00	1.06-
34-00-4310	TIF J REVENUE	.00	4,786.84	12,000.00	7,213.16
	TOTAL REVENUE	-----	-----	-----	-----
		.00	4,787.90	12,000.00	7,212.10
		=====	=====	=====	=====
	TIF J: VACEK ENTERPRISES TOTA	.00	4,787.90	12,000.00	7,212.10
		=====	=====	=====	=====

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
35-00-4180	INTEREST INCOME ADMIN W/H	658.66	4,529.01	.00	4,529.01-
35-00-4310	ADMIN W/H REVENUE	.00	.00	.00	.00
35-00-4400	TRANSFERS IN	.00	.00	.00	.00
35-90-4023	TRANSFER FR TIF C MBA POULTRY	.00	.00	.00	.00
35-90-4026	TRANSFER FR TIF C MBA POULTRY	.00	.00	.00	.00
35-90-4027	TRANSFER FROM TIF D	.00	.00	.00	.00
	TOTAL REVENUE	658.66	4,529.01	.00	4,529.01-
	TIF ADMIN W/H FUNDS TOTAL	658.66	4,529.01	.00	4,529.01-

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
36-00-4180	INTEREST EARNED	.40	3.59	.00	3.59-
36-00-4310	TIF REVENUE	.00	43,538.94	40,000.00	3,538.94-
	TOTAL REVENUE	----- .40	----- 43,542.53	----- 40,000.00	----- 3,542.53-
	TIF K: WOODSTOCK LLC TOTAL	===== .40 =====	===== 43,542.53 =====	===== 40,000.00 =====	===== 3,542.53- =====

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
37-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
37-00-4130	BOND PROCEEDS	.00	.00	.00	.00
37-00-4180	INTERST INCOME	.33	1.90	.00	1.90-
37-00-4310	TIF REVENUES	.00	21,209.28	10,000.00	11,209.28-
	TOTAL REVENUE	-----	-----	-----	-----
		.33	21,211.18	10,000.00	11,211.18-
	TIF L NW ELECTRIC TOTAL	=====	=====	=====	=====
		.33	21,211.18	10,000.00	11,211.18-
		=====	=====	=====	=====

**REVENUE & EXPENSE REPORT**  
**CALENDAR 9/2023, FISCAL 12/2023**

**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	Report Total	525,180.49	4,649,915.17	9,021,015.00	4,371,099.83

P.O. BOX 24304  
OMAHA, NE 68124

# HTM SALES INC.

FED ID 47-0708758

PH: (402) 935-0300  
(800) 444-1625  
FAX: (402) 935-0301

# 26073JQ-2 QUOTATION Sep 28, 2023

TO: City of Waverly - NE  
P.O. Box 427  
Waverly NE 68462  
PHONE 1-402-786-2312  
FAX 1-402-786-2490

Re: Attn: Tracey Wyhman REF - Thern Electric winch

Qty	Part #	Description	Price	Extension
		Attn: Tracey Wyhman		
1	4WP2-K	Thern E2 Electric Winch for mounting on Existing 5124 Davit Crane. Existing Cable can be used with the new winch.	2,770.00	2,770.00
1	Discount-Tracey	10% if paid in 30 days	-277.00	-277.00

Terms: Net 30 days, 1.5% surcharge on all past due accounts  
Taxes Not Included

Notes: Estimated delivery time is 1-2 weeks. FOB Origin.  
Thanks, Jake Stacy - HTM Sales Inc

ACCEPTED BY \_\_\_\_\_

## Megan Frye

---

**From:** Tracey Whyman  
**Sent:** Thursday, September 28, 2023 3:18 PM  
**To:** Megan Frye; Stephanie Fisher  
**Subject:** FW: Thern Electric Winch  
**Attachments:** 20230928130620.pdf

Can I get this on the next council meeting.

Here is the quote for the electric winch for our existing Thern Davit crane which is currently a hand crank winch. This is used to pull the Oxidation ditch pumps if they need service and can pull the wet well pumps if needed as well. This is a budgeted item for the 2024 budget. Total amount is \$ 2,493 if paid within 30 days.

---

**From:** Sales <sales@htmsales.com>  
**Sent:** Thursday, September 28, 2023 1:10 PM  
**To:** Tracey Whyman <publicworksdirector@citywaverly.com>  
**Cc:** Jake Stacy <jstacy@htmsales.com>  
**Subject:** RE: Thern Electric Winch

Hi Tracey,

I hope you are well. Please see attached for updated quote. Pricing remains the same. Freight is prepaid and added to the invoice.

Please let me know if you have any questions!

Thank you!  
Kind regards,  
Jake

Sales Team  
H-T-M Sales, Inc.  
4523 S 88<sup>th</sup> St. Omaha, NE 68127  
Office: 402-935-0300  
Fax: 402-935-0301



---

**From:** [Tracey Whyman](#)  
**Sent:** Thursday, September 28, 2023 11:24 AM  
**To:** [sales@htmsales.com](mailto:sales@htmsales.com)  
**Subject:** FW: Thern Electric Winch

Hello

Can I get an update price for this Thern Electric winch to go on our existing thern Davit crane.

---

**From:** [sales@htmsales.com](mailto:sales@htmsales.com) <[sales@htmsales.com](mailto:sales@htmsales.com)>

**Sent:** Friday, January 20, 2023 4:31 PM

**To:** Tracey Whyman <[publicworksdirector@citywaverly.com](mailto:publicworksdirector@citywaverly.com)>

**Subject:** Thern Electric Winch

Tracey,

Thanks for your inquiry to Thern for above winch. We are please to attach Quote 26072KQ for this winch. Please advise if questions or if we can be of further assistance.

Thanks & have a great weekend,

Kevin McGill  
HTM Sales Inc  
402-935-0300



October 2, 2023

**City of Waverly**

Attn: Ms. Stephanie Fisher  
14130 Lancashire  
Waverly, NE 68462

RE: Waverly Well #7 Replacement Project  
Waverly, NE 2023  
Olsson Project 022-02504

**Dear Ms. Fisher,**

A public bid opening for the above referenced project was held on September 25, 2023. Two bids were received at the bid opening.

After a review of the bids, it is our recommendation that Notice of Award be given to the apparent low bidder, Rieschick Drilling Company (Falls City, NE), in the contract amount of \$455,555.50, the Base Bid for the Project. Upon your approval, we will commence with the processing of the contract for the project.

The full bid tab is included with this letter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Owen Killham". The signature is fluid and cursive.

**Owen Killham, PE**

cc: Tracey Whyman

Encl.

F:\2022\02501-03000\022-02504\20-Management\Communication\23.9.29\_Recommendation of Award.docx

Waverly, Nebraska

Waverly Well #7 Replacement Project

Olsson Project No. 022-02504

BID TABULATION



<b>CONTRACTOR</b>	Rieschick Drilling Company		Charles Sargent Irrigation, Inc.	
<b>ITEM</b>	<b>Lump Sum</b>		<b>Lump Sum</b>	
<b>TOTAL BASE BID:</b>		\$455,555.50		\$518,662.00
Alternate 1 Diesel Fueled Generator		\$122,000.00		\$86,181.00
<b>Lump Sum Base with Alt 1</b>		<b>\$577,555.50</b>		<b>\$604,843.00</b>
Alternate 2 Natural Gas Fueled Generator		\$139,000.00		\$84,284.00
<b>Lump Sum Base with Alt 2</b>		<b>\$594,555.50</b>		<b>\$602,946.00</b>
Addendum 1 and 2	YES		YES	
Bid Guarantee:	5% Bid Bond		5% Bid Bond	
Remarks:  Substantial Completion                      1-Mar-24 Final Completion                                1-Apr-24				



Lower Platte South NRD

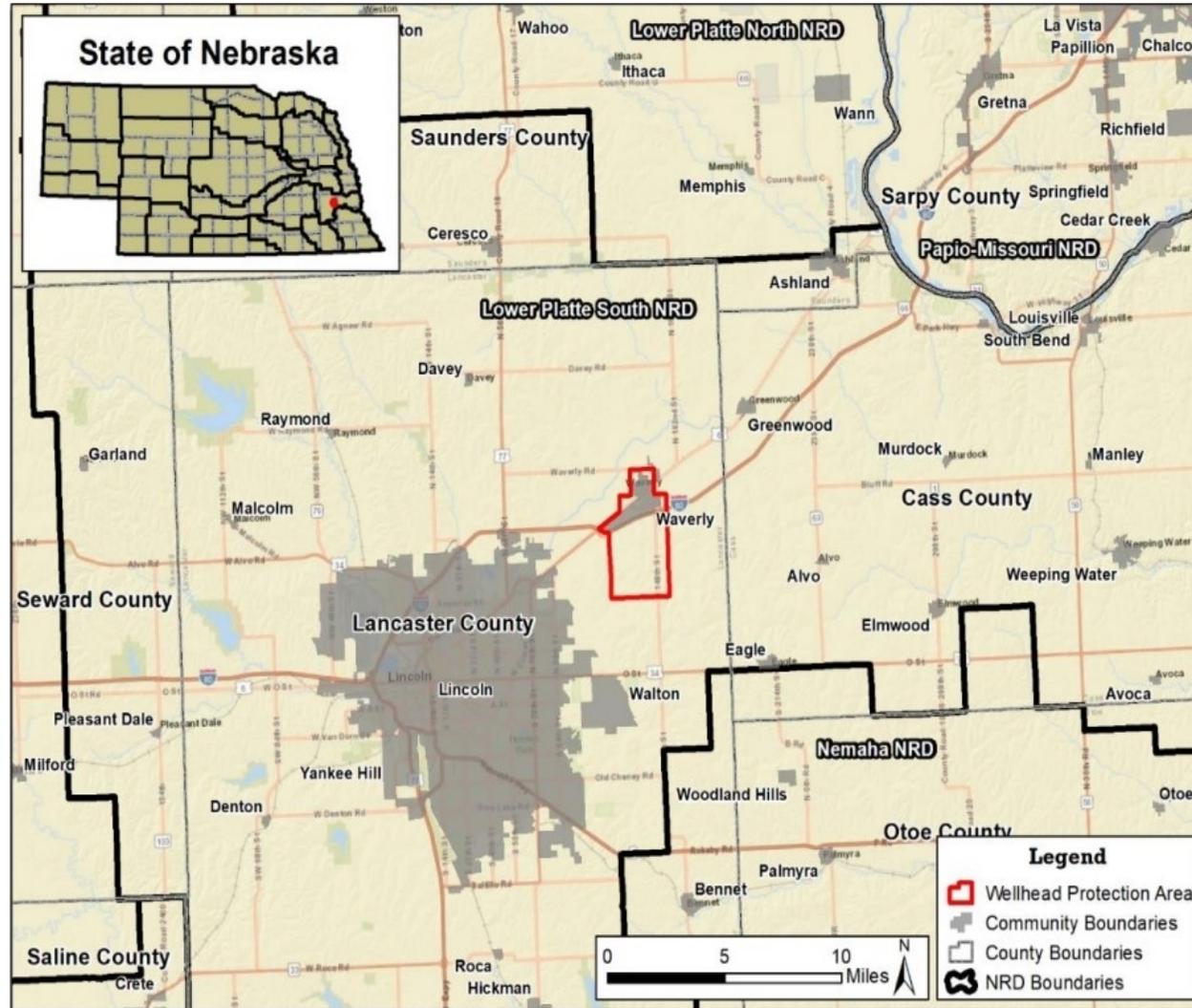
# DRINKING WATER PROTECTION MANAGEMENT PLAN

## WAVERLY-COMMUNITY WATER SYSTEM PROTECTION AREA (CWSPA)

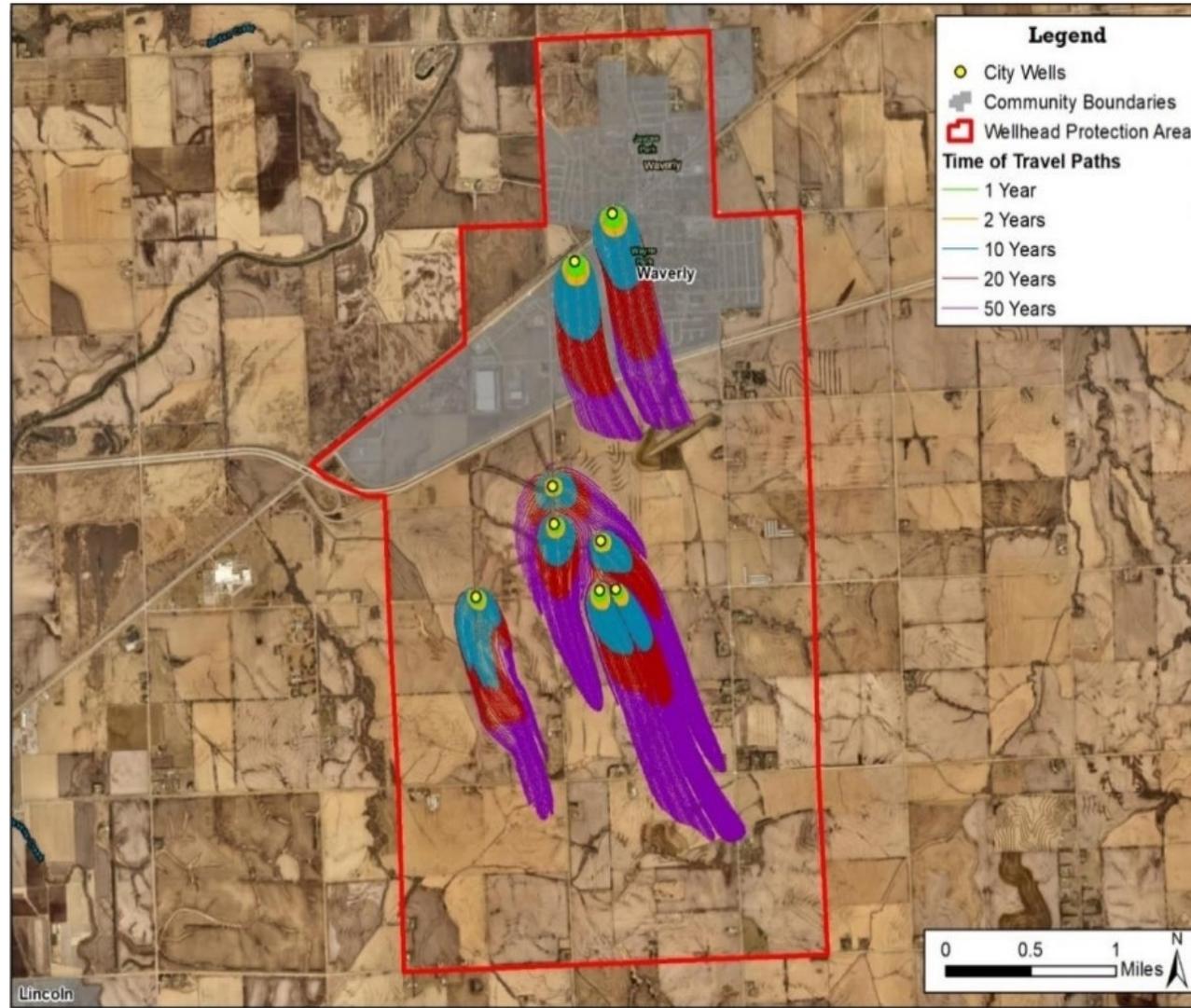
**TYLER BENAL**

Drinking Water Protection Specialist (DWPS)  
Lower Platte South NRD

# WAVERLY CWSPA (WHPA)



# WAVERLY CWSPA (WHPA)



# LPSNRD GROUNDWATER MANAGEMENT PLAN (GWMP)

- Adopted in 1995
- Monitoring groundwater quality and quantity in several different designated areas of management
  - NRDs have authority to address nonpoint source (NPS) ground water problems

**MOST COMMON NPS GROUNDWATER CONCERN:  
NITRATE-NITROGEN (NO<sub>3</sub>)**



# DRINKING WATER PROTECTION MANAGEMENT PLAN (DWPMP)

## VOLUNTARY PLAN WHICH ADVISES THE CITY OF WAVERLY IN TWO PRIMARY WAYS

- 1** Quantifying the sources and loads of nitrate in the WHP area
- 2** Identifying the level of BMPs needed to reduce nitrate loading to the source water aquifer. The plan also identifies Critical Source Areas (CSAs) for BMP implementation



# DRINKING WATER PROTECTION MANAGEMENT PLAN (DWPMMP)

## PRIORITY TO PROTECT AND IMPROVE THE QUALITY OF THE GROUNDWATER FOR CURRENT AND FUTURE GENERATIONS

- Improving soil and managing the groundwater responsibly
- DWPS was created through a Section 319 Grant administered by Nebraska Department of Environment and Energy (NDEE)
- Educational outreach: Promote NRCS & NRD Cost-Share Programs and Implement Best Management Practices.



# DRINKING WATER PROTECTION MANAGEMENT PLAN (DWPMP)

- Nitrate reduction target based on the LPSNRD's Phase II Groundwater Management designation trigger:  
*(5.0 mg/L) - 50% of the Federal EPA MCL*
- The maximum nitrate concentration in the most recent 5-year period was **11.8 mg/L in City Well #11**
- The nitrogen load reduction from **214,488 lbs/yr to 79,361 lbs/yr**
- The nitrate leaching reduction target is approximately **63% (16,798 lbs./yr.)**

Current Leaching  
**26,664 LBS./YR.**

Leaching Reduction Target  
**9,866 LBS./YR.**



# FUNDING & COSTS

## INITIAL FUNDS FOR THE DWPMP

<b>NDEE (CASH)</b>	<b>\$50,000</b>
<b>NDEE (IN-KIND)</b>	<b>\$20,000</b>
<b>LPSNRD (CASH)</b>	<b>\$140,200</b>
<b>WAVERLY (CASH)</b>	<b>\$140,200</b>
<b>TOTAL</b>	<b>\$350,400</b>

- Estimated 3-year implementation cost - \$565,000 (\$188,000/year)
- Continue to advocate for funding or project assistance from partners and grant programs:
  - NDEE Section 319 Grant Program
  - NDEE
  - Source Water Protection Grants
  - Nebraska Environmental Trust Grants
  - Lower Platte South NRD
  - UNL Extension



# FUNDING & COSTS (3-YEAR PLAN)

ACTIVITY	SECTION 319 (FED.)	LPSNRD (NON-FED.)	CITY OF WAVERLY/OTHER COMMUNITIES (NON-FED.)	LANDOWNER (NON-FED.)	USDA, NRCS, FSA (OTHER FED.)	TOTAL
<b>BMP IMPLEMENTATION</b>						
BMP Cost-Share		\$148,000		\$40,000	\$20,000	\$208,000
<b>PERSONNEL</b>						
Salary & Benefits	\$300,000	\$15,000				\$315,000
<b>TRAVEL</b>						
Mileage		\$6,000				\$6,000
<b>EDUCATION</b>						
Educational Activities		\$10,000	\$5,000			\$15,000
<b>SUPPLIES</b>						
Printing, Mailing, Etc.		\$9,000	\$1,000			\$10,000
Signage		\$10,000	\$1,000			\$11,000
<b>CONTRACTUAL</b>						
None Anticipated at this Time						
<b>TOTAL</b>	\$300,000	\$198,000	\$7,000	\$40,000	\$20,000	\$565,000



# WAVERLY CWSPA (WHPA)

## CITY ACTION:

- 1** The city will take necessary actions to reverse increasing nitrate contamination in the source aquifer and maintain a nitrate level below the current EPA MCL of 10 ppm
- 2** The city will work with LPSNRD, NRCS, and other resource agencies to meet the BMP installation targets identified within the plan
- 3** The city will work with LPSNRD, NDEE, UNL Extension, and other agencies to educate and inform property owners within the WHP area about source water protection and the purpose of the plan



# WAVERLY CWSPA (WHPA) PLAN IMPLEMENTATION

- Promote:
  - Soil health, which increases productivity and profitability for producers
  - Improved efficiency in the use of manure and commercial fertilizers
  - The adoption of BMPs to reduce the potential for nitrate leaching to groundwater
- Continue to collect water quality and soil samples to enable a science-based approach
- Continue Vadose Zone sampling
- Engage and educate the City Council, LPSNRD Board of Directors, and other key stakeholders

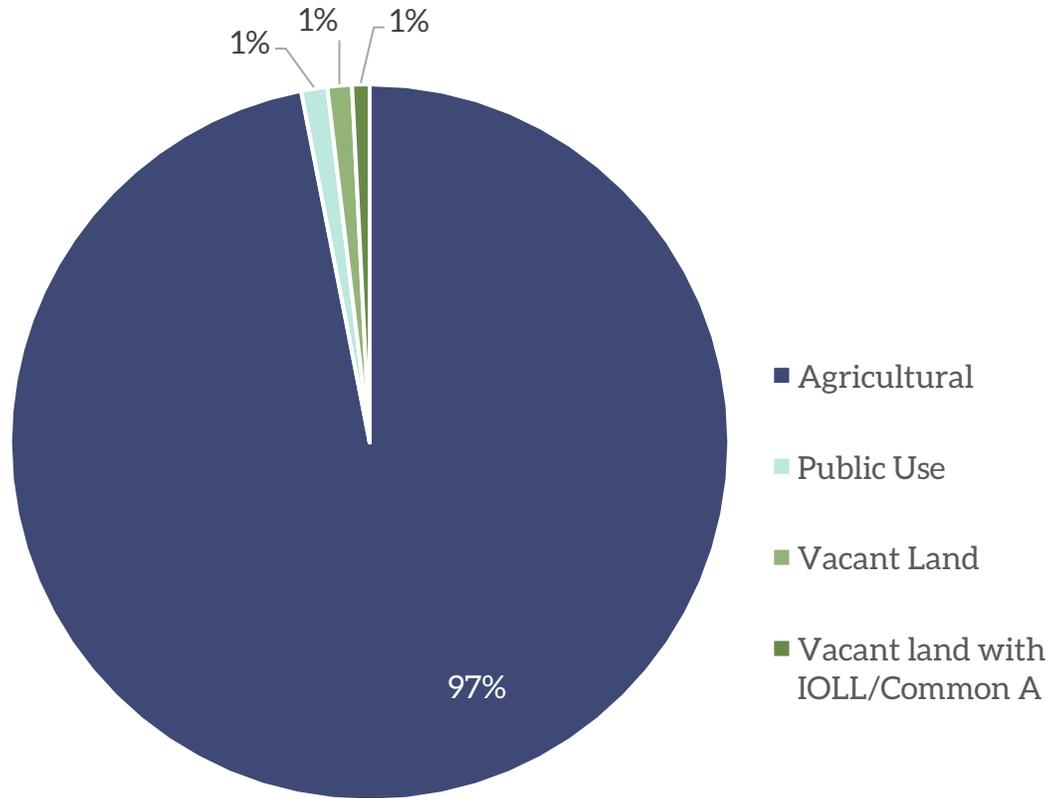
## **BEST MANAGEMENT PRACTICES (BMP)**

- Soil sampling
- Nutrient management
- Spring applications-  
SNAP
- Cover crops
- Fertilizer meter  
(including manifold)
- Irrigation management
- Well decommissioning
- Filter strips
- Grassed waterways
- Terraces



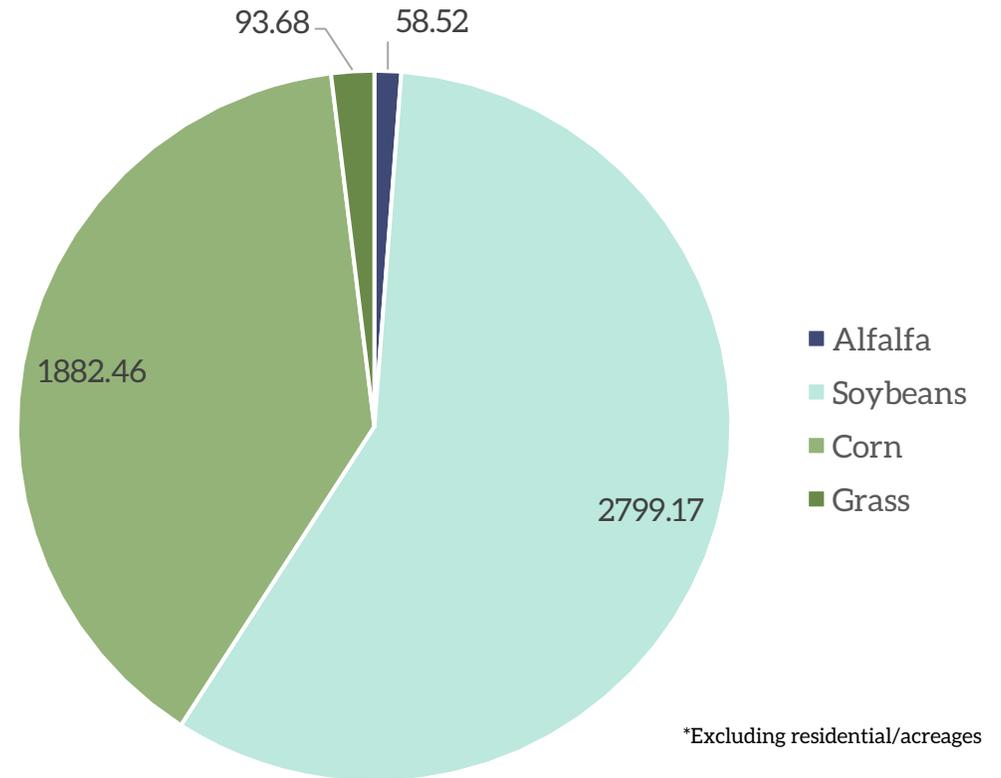
# WAVERLY CWSPA (WHPA)

## WAVERLY CWSPA LAND USAGE



## WAVERLY CWSPA ACRES

2023

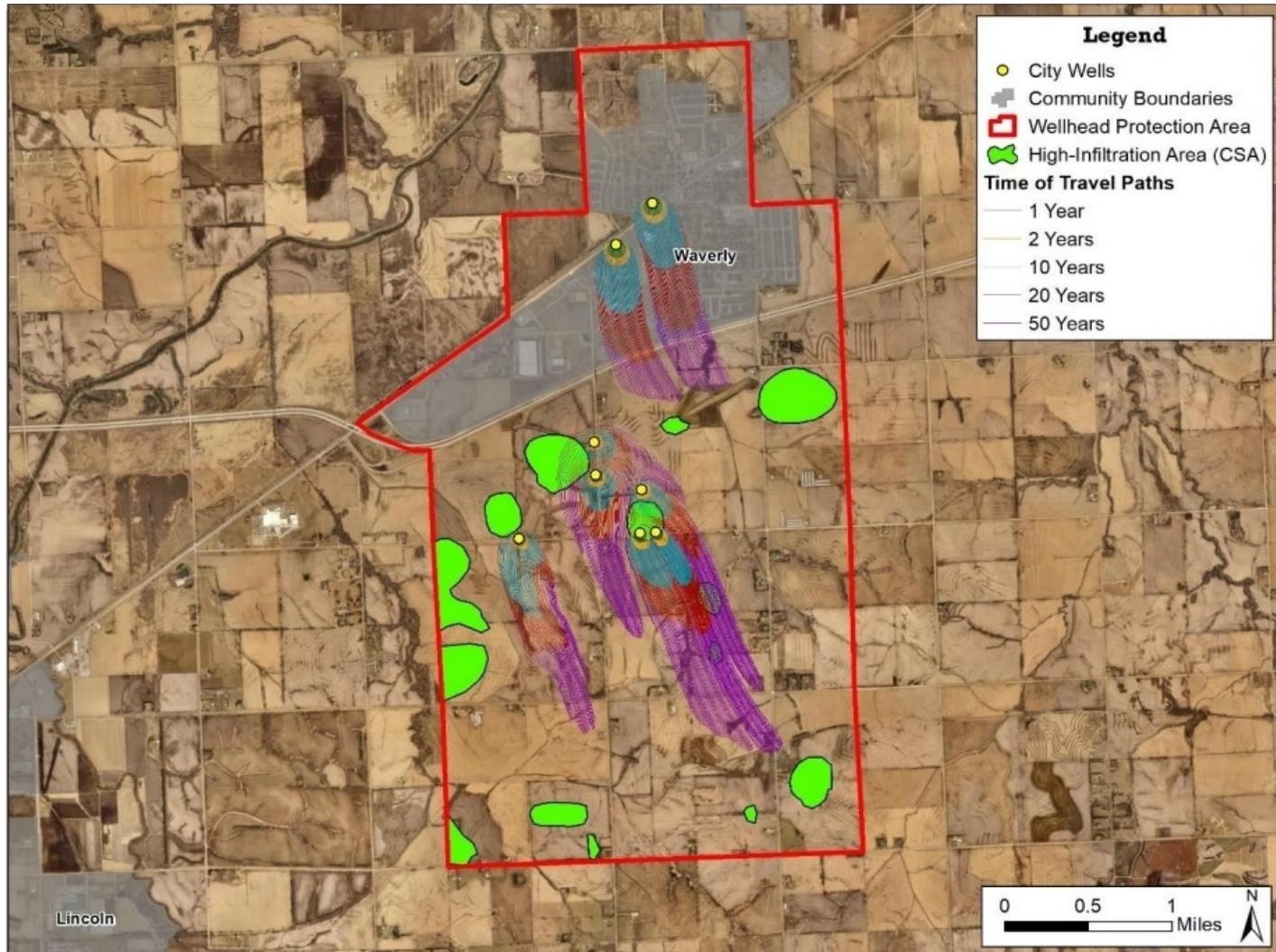


# WAVERLY CWSPA (WHPA) GOALS & OBJECTIVES

- Urban BMPs:
  - 101 acres per year; 404 acres total (from 5% existing treatment to 50% total treatment)
  - Reduced Fertilizer, Sprinkler Timers, Soil Testing, Lawn/Landscaping Changes
- OWTS Upgrades:
  - Upgrade 6 unregistered systems over 4 years (reduces overall failure rate)
- Agricultural BMPs:
  - Land Use Change/Crop Rotation: 478 acres per year; 1,912 acres total (40% of all existing cropland)
  - Nutrient Management: 717 acres per year; 2,868 acres total (100% of all remaining cropland)
  - Cover Crops: 717 acres per year; 2,868 acres total (100% of all remaining cropland)
  - Irrigation Water Management: 173 acres per year; 692 acres total (100% of known irrigated cropland)



# WAVERLY CWSPA (WHPA)



- Critical Source Area's (CSA)
  - Highlighted in Green
  - Defined as the high infiltration zones that contribute to recharge the most and are more susceptible to leaching





**LOWER PLATTE SOUTH NRD**

Thank you!

**CONTACT INFORMATION**

[tbenal@lpsnrd.org](mailto:tbenal@lpsnrd.org)

Office: (402)-476-2729

Cell: (402)-875-0542



Quote  
# EST-017566

**Sandry Fire Supply LLC**

618 6th Street  
DeWitt, Iowa 52742  
U.S.A  
5636592357

Estimate Date : 09/27/23  
Expiry Date : 10/20/23  
Reference# : MSA G1 SCBA  
Sales person : Brad Pfeiffer

Bill To  
**Waverly, NE City of - FD**  
P.O. Box 427  
Waverly, NE 68462

#	Item & Description	Qty	Rate	Amount
1	msaA87 Sandry Fire Summer Promo: Includes (1) Harness Assembly (ATO), (2) Cylinders(of choice) and (1) Facepiece (Listed below at zero dollars)	15.00 Each	8,206.00	123,090.00
2	G1FS422MD2C0LAR G1 4500 SCBA - Includes Threaded remote connection, standard harness w/ chest strap, metal band, adjustable swivel lumbar pad, solid buckle, solid cover regulator left shoulder, Regulator continuous, Speaker left chest, pass right shoulder, rechargeable battery	15.00 Each	0.00	0.00
3	msa10156424-SP Cyl. Assy, G1,RC,4500 psig,45min,LP,Pkgd	30.00 EA	0.00	0.00
4	msa10161810 Fcpc, G1, FS, MD, MD NC, 4PT C-HARN,C-N	15.00 EA	0.00	0.00
5	msa10161810 Fcpc,G1,FS,MD,MD NC, 4PT KEVLR,C-N,W/BOX	12.00 EA	416.00	4,992.00
6	msa10158385 KIT, CHARGING STATION, G1	1.00 EA	882.00	882.00
7	msa10148741-SP Battery Pack, G1, Rechargeable	6.00 EA	455.00	2,730.00
8	New Product add Quick Fill Hose Pouch to SCBA	15.00	293.00	4,395.00
9	msa10165336 KIT, CONVERSION, REG, RESCUEAIRE II G1	1.00 EA	951.00	951.00
10	msa10156426-SP CYL. ASSY, G1, RC, 4500 PSIG, 60MIN,PKG	1.00 EA	1,436.00	1,436.00

#	Item & Description	Qty	Rate	Amount
11	msa10144230 SPECTACLE KIT, G1 FACEPIECE	5.00 EA	155.00	775.00
12	evEP213-GL-Red Facepiece bag - Red	25.00 Each	27.00	675.00
13	msa10199720 ADAPTER ASSY, G1 DUAL CART ADAPTER APR	6.00 EA	143.00	858.00
14	msa815366 CARTRIDGES, ADV, GME-P100, 2/PKG *	6.00 PKG	41.00	246.00
15	msa10185115 CASE, CARRYING, SCBA, G1	2.00 EA	208.00	416.00
16	idIDM-03 IdentiFire MSA G1 Mask ID	27.00 Ea	14.99	404.73
17	New Product idIDA-02 - Identifire MSA Tensioner Bottle Band	15.00	19.99	299.85
18	msa10161130 Rescueaire II, HP, 4500, G1, with cy	1.00 EA	7,106.00	7,106.00
19	rt299625103 Deluxe RIT Emergency SCBA Pack	1.00 Ea	269.00	269.00
20	sfsBRT SFS Battery Removal Tool	2.00 Each	0.00	0.00
			Sub Total	149,525.58
			<b>Total</b>	<b>\$149,525.58</b>

## Notes

Looking forward to earning your business.

## Terms & Conditions

Shipping and Handling are not included in the above pricing

# MASTER AGREEMENT FOR PROFESSIONAL SERVICES

October 6, 2023

City of Waverly  
Attn: Stephanie Fisher  
14130 Lancashire St  
Waverly, NE 68462

Re: **MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

Dear Stephanie Fisher:

It is our understanding that the City of Waverly ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Master Agreement for Professional Services, Olsson's General Provisions, and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement").

The purpose of the Agreement is to provide the Client and Olsson with an operating agreement covering on-going services provided to Client. Upon request for services from the Client, Olsson will send to the Client a proposed **Work Order** for approval by Client. The Work Order will include the project location, anticipated start and completion dates, project description, compensation, and the Scope of Services. Olsson will commence work on individual projects upon receipt of a signed Work Order. An example of a Work Order is attached for your reference.

Olsson has acquainted itself with the information provided by Client relative to the Master Agreement and based upon such information offers to provide the services described in each Work Order. Client warrants that it is either the legal owner of the property to be improved by each Work Order or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions (and any exhibits attached hereto), which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Master Agreement and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide Client the Scope of Services for Projects as specified in each project Work Order. Olsson shall invoice Client for all services as outlined in each project Work Order. Olsson's services may vary for each project. Olsson shall not commence work on any Work Order without Client's prior approval in writing.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

## **SCHEDULE FOR SERVICES**

Details of the schedule for each project will be outlined in the Work Order.

## **COMPENSATION**

Compensation for each project will be outlined in the Work Order. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of the invoice date.

**TERMS AND CONDITIONS OF SERVICE**

We have discussed with you the risks, rewards and benefits of the Agreement and the Agreement will represent the entire understanding between Client and Olsson with respect to any project subject to a Work Order. The Agreement may only be modified in writing signed by both parties.

Unless otherwise set forth in writing, Client’s designated representative shall be Stephanie Fisher.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below (indicating Client’s designated representative if different from the party signing). Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

**OLSSON, INC.**

By Owen Killham  
Owen Killham, PE

By Brittni Stephens  
Brittni Stephens, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

**CITY OF WAVERLY**

By \_\_\_\_\_  
Signature

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_

- Attachments
- Work Order #1
- General Provisions
- Standard Labor Billing Rate Schedule
- Reimbursable Expense Schedule



## **MASTER AGREEMENT WORK ORDER**

This exhibit dated October 6<sup>th</sup>, 2023 is hereby attached to and made a part of the Master Agreement for Professional Services dated October 6<sup>th</sup>, 2023 between the City of Waverly, Nebraska (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is as indicated below.

### **GENERAL**

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

### **PROJECT DESCRIPTION AND LOCATION**

Project will be located at: Waverly, Nebraska

Project Description: Hydrogeologic Assessment of the Waverly Well Field

### **SCOPE OF SERVICES**

Olsson shall provide the following services (Scope of Services) to Client for the Project:

#### **Phase 100 – Hydrogeologic Assessment - \$8,000 TMNTE**

##### **Task 101 – Hydrogeologic Review**

Olsson will review existing, publicly available geological, hydrogeological, and groundwater use data in the vicinity of the project. We will review records of municipal water extraction, industrial and agricultural water use estimates from an existing regional groundwater model, and any other significant water consumption patterns. Water use estimates in the regional groundwater model will be extracted and used for industrial and agricultural water.

Assumptions: Water level measurements, usage information, and well construction information for the municipal wells will be provided by the Client and/or Waverly’s 2023 Water Study.

##### **Task 102 – Assessment of Historic and Future Water Levels**

Olsson will examine historical water level data gathered during Task 101 and estimate long-term trends in groundwater levels, seasonal fluctuations, and any evidence of declining water levels over time. Using the information gathered from the previous task, we will perform hydrogeological analytical calculations to estimate the remaining available groundwater in the aquifer. Olsson will evaluate back to 2012 using historic water levels and climatic data. A range of years that are a representative wet/dry cycle will be used to estimate future water levels. The

estimation will provide a quantitative assessment of the aquifer's current condition and its capacity to meet future water demands.

### **Task 103 – Summary Report and Presentation**

Olsson will develop a letter report summarizing the hydrogeologic review and water level assessment. Based on our analysis and findings, the report will assess the likelihood of continued water level declines and recommend a threshold at which well shutdowns or water restrictions to the community should be initiated. A hydrogeologist from the Olsson team will also present this information to the city council at an agreed upon time.

### **Optional Phase 200 – Sub-regional Groundwater Flow Modeling - \$40,000 TMNTE**

Phase 200 of this scope will only begin after receiving formal notice to proceed on this specific phase from the City of Waverly.

### **Task 201 – Groundwater Model Development**

Utilizing information from the hydrogeologic review and analysis, as well as information from the regional calibrated Lower Platte Missouri Tributaries model, Olsson will construct a transient numerical groundwater flow model. First, the model grid will be designed, including the extent, spacing, and layering. Then, on a cell-by-cell basis, hydraulic properties, initial conditions, and boundary conditions will be defined. The model spatial and time increments will be discretized at a finer resolution than the regional model creating a tool suitable for estimating drawdown and remaining volume in the Waverly well field.

Assumptions: Calibration will be checked but this scope assumes the calibration will be as good or better than the regional model and a full recalibration will not be necessary.

### **Task 102 – Groundwater Model Analysis**

Olsson will use the sub-regional groundwater flow model to predict future water levels, recovery time, and estimate remaining volume. By using historical data and inputting estimates of future water use and climate information into the model, it will predict how groundwater levels may change over time. This prediction will include seasonal fluctuations and long-term trends. The model will help in estimating when water levels might reach critical thresholds that could affect the municipal wells' ability to meet demand.

Assumptions: Client will provide any existing information on future projected water demand and critical thresholds.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any.

Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

### **SCHEDULE FOR OLSSON'S SERVICES**

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: 10/16/2023  
Anticipated Completion Date: 11/03/2023

Optional Phase 200:  
Anticipated Completion Date: 02/09/2024

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

### **COMPENSATION**

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed \$48,000.

### **TERMS AND CONDITIONS OF SERVICE**

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Stephanie Fisher.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson.

This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

**OLSSON, INC.**

By  \_\_\_\_\_  
James Schneider, Ph.D

By  \_\_\_\_\_  
Colby Osborn, P.G.

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

**CITY OF WAVERLY**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_

## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated October 6, 2023 between City of Waverly ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

### **SECTION 1—OLSSON'S SCOPE OF SERVICES**

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

### **SECTION 2—ADDITIONAL SERVICES**

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

### **SECTION 3—CLIENT'S RESPONSIBILITIES**

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

#### **SECTION 4—MEANING OF TERMS**

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client

understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

## **SECTION 5—TERMINATION**

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by

Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

## **SECTION 6—DISPUTE RESOLUTION**

### **6.1. Mediation**

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

### **6.2 Arbitration or Litigation**

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

### **6.3 Certification of Merit**

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

## **SECTION 7—MISCELLANEOUS**

### **7.1 Reuse of Documents**

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

### **7.2 Electronic Files**

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client

shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

### **7.3 Opinion of Probable Cost**

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

### **7.4 Prevailing Wages**

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

### **7.5 Samples**

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

### **7.6 Standard of Care**

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

### **7.7 Force Majeure**

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

### **7.8 Equal Employment Opportunity**

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

### **7.9 Confidentiality**

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in

addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

## **7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination**

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of

the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

#### **7.11 Controlling Law and Venue**

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

#### **7.12 Subconsultants**

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

#### **7.13 Assignment**

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

#### **7.14 Indemnity**

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

#### **7.15 Limitation on Damages**

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract

and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

#### **7.16 Entire Agreement/Severability**

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

Olsson 2023 Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
Regional / Practice Leader	\$ 376.00
Office Leader / Sr Project Manager	\$ 289.00
Senior Project Manager	\$ 289.00
Client Relationship Manager / Industry Expert	\$ 289.00
Team Leader	\$ 249.00
Technical Leader	\$ 211.00
Senior Engineer	\$ 212.00
Project Engineer	\$ 175.00
Associate Engineer	\$ 149.00
Assistant Engineer	\$ 126.00
Senior Scientist	\$ 191.00
Project Scientist	\$ 147.00
Associate Scientist	\$ 123.00
Assistant Scientist	\$ 100.00
Senior Planner	\$ 193.00
Project Planner	\$ 147.00
Associate Planner	\$ 124.00
Assistant Planner	\$ 102.00
Senior Landscape Architect	\$ 191.00
Project Landscape Architect	\$ 152.00
Associate Landscape Architect	\$ 128.00
Assistant Landscape Designer	\$ 105.00
GIS Specialist	\$ 152.00
Systems Specialist	\$ 151.00
Senior Architect	\$ 198.00
Project Architect	\$ 159.00
Associate Architect	\$ 131.00
Assistant Architect	\$ 109.00
Design Manager / Technical Manager	\$ 175.00
Design Associate	\$ 140.00
Senior Technician	\$ 114.00
Associate Technician	\$ 96.00
Assistant Technician	\$ 84.00
Commissioning Technical Manager / Manager	\$ 242.00
Commissioning Agent	\$ 212.00
Commissioning Senior Technician	\$ 180.00
Commissioning Associate Technician	\$ 154.00
Commissioning Assistant Technician	\$ 128.00
Stormwater Compliance Senior Specialist / Leader	\$ 196.00
Stormwater Compliance Specialist / Sr Coordinator	\$ 151.00
Stormwater Compliance Coordinator	\$ 119.00
Stormwater Compliance Assistant	\$ 93.00



## REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<b><u>Classification</u></b>	<b><u>Cost</u></b>
Automobiles (Personal Vehicle)	\$0.655/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

\*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

## Olsson 2023 Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
Project Senior Coordinator	\$ 131.00
Project Coordinator	\$ 100.00
Accounting Senior Specialist	\$ 166.00
Administrative Manager / Sr Specialist	\$ 114.00
Administrative Specialist/Sr Coordinator	\$ 107.00
Administrative Coordinator	\$ 95.00
Administrative Assistant	\$ 72.00
Public Engagement Specialist / Sr Coordinator	\$ 133.00
Public Engagement Coordinator	\$ 105.00
Public Engagement Assistant	\$ 88.00
Student Intern - Level 3	\$ 98.00
Student Intern - Level 2	\$ 84.00
Student Intern - Level 1	\$ 70.00

Note: Olsson's labor rates will increase by 5% on January 1st every year of a multi-year contract

Billing Rate Schedules for Surveying, Construction, Drilling, and Special Inspections/Materials Testing will be provided as an Appendices, as needed.