

**Tentative** Agenda for the WAVERLY CITY COUNCIL MEETING to be held on October 24, 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

2. **Public Hearings**

3. **Sheriff's Report**

4. **Public Comments**

5. **Approval of Minutes**

5.a) \*Minutes of the October 10, 2023 City Council Meeting

6. **Consideration of Claims and Financial Reports**

6.a) Claims for payment

6.b) Keno & Sales Tax Reports

7. **Introduction of Resolutions**

7.a) Consideration of Resolution 23-23, an Interlocal Agreement with the City of Lincoln, NE on behalf of Lincoln-Lancaster County Health Department and the City of Waverly for the purpose of providing health regulation inspection and enforcement within the corporate limits of the City of Waverly and its extra-territorial jurisdiction (ETJ).

7.b) \*Consideration of Resolution 23-24 regarding deposit of municipal funds for the 2023-2024 fiscal year.

7.c) \*Consideration of Resolution 23-25 authorizing the sale of municipal property

7.d) Consideration of Resolution 23-26 authorizing the temporary closing of Oldfield Street from Canongate Road to N 141st Street and Woodstock Street from N 144th Street to N 148th Street for the 2023 Hen Hustle Fun Run.

8. **Introduction of Ordinances**

8.a) Consideration of the first reading of Ordinance 23-16, an ordinance to adopt the standards and regulations of Lincoln-Lancaster County Health Department regarding on-site wastewater treatment systems, solid waste, property transfers, and air pollution control, in order to meet the requirements for an interlocal agreement with the Lincoln-Lancaster County Health Department, for the purpose of providing health regulation inspection and enforcement within the corporate limits of the City of Waverly, NE and its extra-territorial jurisdiction (ETJ).

**9. Introduction of Business and Communications**

9.a) Consideration of approving agent for the Fire Department property, life and workman's compensation insurance policies and to authorize the mayor to execute all necessary documents on behalf of the City.

9.b) Discussion of Water Emergency status and update.

**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 & 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.

## MINUTES OF A WAVERLY CITY COUNCIL MEETING HELD ON OCTOBER 10, 2023

### CALL TO ORDER

Council President/Acting Mayor Abbey Pascoe called the meeting to order at 6:00 p.m. and led those in attendance in reciting the Pledge of Allegiance. Pascoe acknowledged the Open Meetings Act Poster located on the south wall of the Council Chambers. Council Members Abbey Pascoe, Dave Nielson and Aaron Hummel were in attendance. Mayor Bill Gerdes and Council Member David Jespersen were absent. Other City Officials present were City Administrator Stephanie Fisher, Deputy City Attorney Sarah Meier, and City Clerk Megan Frye. Others present were Lower Platte South NRD Drinking Water Protection Specialist Tyler Benal, Emergency Services Coordinator Robin Hoffman, Lancaster County Deputy Sheriff Jason Brownell, 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 Hummel moved to adopt the Agenda as presented. Council Member Nielson seconded the motion.

The following Council Members voted "YEA": Pascoe, Nielson, and Hummel. The following Council Members voted "NAY": None. Motion carried. 3-0.

### CONSENT AGENDA

Minutes of the September 26, 2023 Budget Hearing

Minutes of the September 26, 2023 City Council Meeting.

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.

Council Member Nielson moved to approve the Consent Agenda. Council Member Hummel seconded the motion.

The following Council Members voted "YEA": Nielson, Hummel, Jespersen, and Pascoe. The following Council Members voted "NAY": None. Motion carried. 3-0.

### PROCLAMATIONS AND PRESENTATIONS

#### Mayor's Proclamation of October 8-14 as Fire Prevention Week.

Acting Mayor Abbey Pascoe read the proclamation:

#### 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.

Pascoe thanked the Fire Chief, EMS Coordinator, and all the members of the volunteer fire department for their continued service to our community.

#### **PUBLIC HEARINGS**

None.

#### **SHERIFF’S REPORT**

Deputy Brownell reported there have been over 80 calls for service for the month of September 2023. Discussion of the legality of shooting a bow and arrow within city limits. Brownell advised of the new shift bid to add Deputy McManus to the rotation.

#### **PUBLIC COMMENTS**

None.

#### **APPROVAL OF MINUTES**

Consent Agenda.

#### **CONSIDERATION OF CLAIMS AND FINANCIAL REPORTS**

##### **Claims for Payment**

<b>Claims for Payment: September 27th - October 10th, 2023</b>		
<b>Group A</b>		
<b>Vendor</b>	<b>Description</b>	<b>Amount</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	\$ 285.56
ADP Payroll	Payroll	\$ 29,397.00
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 Insurance	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
Interstate All Battery Center	Supplies	\$ 398.89
John Deere Financial	Repairs	\$ 151.98
John Hancock USA	Retirement	\$ 2,610.95
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	Supplies	\$ 199.87
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
NE Municipal Clerks' Assoc.	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.	Laundrying 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 District	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>

Council Member Hummel moved to approve Claims Group A in the amount of \$145,799.75. Council Member Nielson seconded the motion.

The following Council Members voted “YEA”: Hummel, Pascoe, and Nielson. The following Council Members voted “NAY”: None. Motion carried. 3-0.

#### **Treasurer's Report and Budget & Expense Report**

Council Member Nielson moved to approve the Treasurer's Report and Budget & Expense Report.

Council Member Hummel seconded the motion.

The following Council Members voted “YEA”: Pascoe, Nielson, and Hummel. The following Council Members voted “NAY”: None. Motion carried. 3-0.

#### **INTRODUCTION OF RESOLUTIONS**

None.

#### **INTRODUCTION OF ORDINANCES**

None.

#### **INTRODUCTION TO BUSINESS AND COMMUNICATIONS**

##### **Consideration of accepting a bid from HTM Sales, Inc. for an electric winch in an amount not to exceed \$2,493.00.**

Council Member Nielson moved to approve accepting a bid from HTM Sales, Inc. for an electric winch in an amount not to exceed \$2,493.00. Council Member Hummel seconded the motion.

Council Member Pascoe advised this was a recommendation from Public Works Director Whyman and is a budget item. City Administrator Fisher stated this replaces a hand crank.

The following Council Members voted “YEA”: Nielson, Hummel, and Pascoe. The following Council Members voted “NAY”: None. Motion carried. 3-0.

##### **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.**

Council Member Nielson moved to approve awarding a bid to Rieschick Drilling Company in an amount not to exceed \$455,555.50 for the Waverly Well #7 Replacement Project. Council Member Hummel seconded the motion.

Council Member Pascoe advised this was the lowest bid but also Public Works Director Whyman’s recommendation. City Administrator advised we haven’t used Rieschick before but they are local to southeast Nebraska and have done plenty of work to where Whyman is comfortable awarding them the project.

The following Council Members voted “YEA”: Hummel, Pascoe, and Nielson. The following Council Members voted “NAY”: None. Motion carried. 3-0.

##### **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.**

Tyler Benal presented information regarding the Drinking Water Protection Management Plan of the CWSPA, which consists of a science-based approach working with the local agricultural producers in their efforts to reduce the nitrogen levels in water by specific practices in how chemicals are applied to crops with the goal of a 63% reduction. Benal advised future goal is to work toward reducing what chemicals are going on the ground near wellfields to reduce ground source pollution, improve the soil, and protect future generations of groundwater. The singular term to define this plan moving forward as the “Drinking Water Protection Area”. Benal advised managing groundwater responsibility of those who are irrigating or watering lawns—we want to make sure they are doing it responsibly because the more

water we put on the ground, the more the chance it has for nitrates to leach out before the crop or plant needs it.

Benal stated the federal maximum contaminate levels (MCL) is be 10 parts per million (10 mg/L) and the nitrate reduction target is based on the phase 2 groundwater management designation trigger of 50% or more wells coming back with soil sampling reads of over 5 parts per million (5 mg/L) and will work to reduce the nitrogen load to under 5 mg/L. Benal said the plan is voluntary with no set regulations. Benal advised of the 4,800 agricultural acres in the whole Waverly area, and about 680 is irrigated.

Benal explained the Vadose Zone is the area below the root zone and once chemicals reach the Vadose Zone, it isn't coming back unless pumped out of the ground from the well or it exits into a stream. Benal explained the Critical Source Areas are the low-line areas that provide the most recharge and has the most infiltration. Benal explained how to get aggregate stability, by getting living roots in the ground throughout the whole year, such as putting in more cover crops and reducing tillage, therefore increasing infiltration over time. The roots create a hole for water to percolate through, similar to what worms do to the soil.

Benal stated currently a potential 1,000 lbs from the urban setting is leaching into the groundwater and an estimated 208,000 lbs/year is from agriculture and some of the nitrogen load is from onsite wastewater treatment systems, or rural areas with unregistered personal septic tanks or lagoons. Benal stated one goal is to upgrade 6 unregistered septic systems in Waverly area on this plan, as well as decommission any old wells that are no longer being used.

Benal shared how the funds were attained to get the grant and the plan to be created and advised they will apply for other grants to help out with the cost.

Benal encouraged anyone to reach out with questions and stated I plan to do some more educational outreach, such as open houses, traveling to producers, and meeting with agricultural producers one on one. Benal will also be promoting NRD cost-share programs, which match the grant and NRCS funding as well.

Benal shared York, Nebraska's "Project Grow" municipality field, which has been following these practices for about 10 years and have really made an improvement on the area around their wellfield. Benal advised York's area is smaller than Waverly's so improvements will be on a bigger scale. Improved efficiency of the use of manure and commercial fertilizers will also be a huge factor, as well as nutrient management, soil sampling, and knowing what exactly is needed on the soil. We have to use the best available science and residual nitrogen is a key component in determining how much fertilizer to put on, especially that first 8-10 inches of topsoil.

Benal advised of cost-saving incentive programs through Lower Platte South NRD Board, including covering costs of the difference of spring fertilizer compared to fall fertilizer because the less time fertilizer is on the ground, the less time it has to leach.

Benal stated it takes 500-1000 years to build back 1 inch of soil so can do a lot of damage if we aren't keeping track of what is running off our property. 97% of the area outside of Waverly is agricultural acres, which includes approximately 2,800 acres of soybeans, 1,880 acres of corn, 93 acres of grass, and just under 60 acres—including the City of Waverly's land—of alfalfa acres. Benal advised they are working to get as many cover crop acres as possible such as alfalfa, in which the roots really penetrate the ground and go deep. For the soil to improve, we need more living roots, which create more bacteria and feed off each other in a symbiotic relationship between the plants and the soil so the more living plants you have out there, the more available nitrogen you are going to have over time. By adopting these

practices to promote soil health, which will increase the productivity and profitability per agricultural acre, this will take 5-10 years before seeing a big change.

Benal shared some areas known as Critical Source Areas, defined as high infiltration zones that contribute to recharge the most and are more susceptible to leaching.

City Administrator Fisher stated Waverly is on the leading edge on this concept and can help benefit the state as a whole to work on reducing nitrates leaching into the system. Benal agreed, stating we have a great opportunity and there are a lot of progressive farmers who want to do the right thing. Council Member Nielson asked for an explanation on the cover crops process and Benal answered there are a few ways to do it. Benal stated UNL has an Interseeding Highboy machine where they go around the R5 growing stage of the corn, when there's a little bit of green left on the corn in mid-September. The big machine is up high with 120 ft boom arms and they air fed seed serial rye, which is a good ground cover because it is the most resilient cover crop in eastern side of Nebraska and is able to grow for a long period of time throughout the winter. Benal continued, stating after it grows about 2-3 feet tall before it starts the flowering out stage, they spray it with herbicide and terminate it because they don't want to take away from the moisture, or you can roll it and crimp their main valve and it stops growing. If you crimp it, you'll have more ground cover over time, which is what we are after as well as building up the soil. This hasn't been adopted to a wide scale yet. It can be a lot of work for the first time, so we need to break that barrier.

Pascoe advised the more water you put on, the more nitrates will leach, so winter into spring would be a really good time to have a conversation about leaching and not watering every day. Benal stated I have some UNL folks on board already. I created a working group just for Waverly, includes a lot of different private conservation practices.

**Consideration of accepting a bid for the purchase of SCBAs from Sandry Fire Supply in an amount not to exceed \$149,525.58 to be paid for out of the Fire Equipment Fund.**

Council Member Nielson moved to approve 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. Council Member Hummel seconded the motion.

Fire Chief Rains advised this will replace all current equipment and get us up to 100% so all volunteers have their own mask assigned to them. This will also include a filter for grass fire season so we can wear a mask and get that extra line of protection. Rains stated this is well-needed and advancements have come leaps and bounds since we replaced ours in 2007. Council Member Hummel added the technology has passed us up. City Administrator Fisher stated this also makes us interoperable with other fire departments. Rains stated we will get these ordered by the end of October and they have a 60-90 day turnaround so we should have the new equipment by the first of the year.

The following Council Members voted "YEA": Pascoe, Nielson, and Hummel. The following Council Members voted "NAY": None. Motion carried. 3-0.

**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.**

Council Member Nielson moved to approve 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. Council Member Hummel seconded the motion.

City Administrator Fisher stated the City is working with Olsson to update our current triggers for the declaration of a water emergency and this hydrogeological review will help give us some much needed information on the aquifers in our area. They are going to use information that is out there already.

Regarding the aquifers, they are going to use all the information Public Works Director Whyman has kept for many years and use all that information to determine historical levels and what is applicable for a

trigger situation. If we would want to do a complete hydrogeologic assessment where they would come in and reevaluate everything, that would be around \$40,000, but Olsson feels they have adequate data from many different organizations to give us good information in the \$8,000 range. If something unanticipated were to come back, we may consider doing the full assessment. Olsson will come and make a presentation at a council meeting in November.

The following Council Members voted “YEA”: Nielson, Hummel, and Pascoe. The following Council Members voted “NAY”: None. Motion carried. 3-0.

## **COMMITTEE REPORTS**

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

Council Member Hummel reported the NFL flag football is coming to an end with the Super Bowl Saturday, October 14. Winterization is done at the Aquatic Center and they’ve put everything away. One of the discussions we’ve had with the Parks & Rec Committee and will continue at the next meeting because we are getting the final expenses for the Aquatic Center and then they are going to be evaluating prices and entry fees for next year. They want to keep the cost down as much as possible but they also know it is an expense to have that pool. They are reviewing events and updating the prices there given the magnitude of the Aquatic Center compared to the old pool. Demo of the old pool is nearly completed. There is a Tree Celebration on Saturday, October 14 from 9am-12pm at Wayne Park. They will have kids activities, how to plant a tree, and tree giveaways.

### **Public Works (Utilities & Street): Council Member Jespersen**

City Administrator Fisher reported they sprayed weeds in the cemetery. They finished applying Mastic sealant on Canongate Road, N 148<sup>th</sup> Street, and Waverly Road. Had another water leak on Lucia Court along with one near Vike’s Corner. They are working on some sprinkler repairs that were part of one of our water main projects. Wastewater Operator Ray Estes attended his Grade 3 water license class all last week in Beatrice. Public Works Director Tracey Whyman attended the Nebraska Water Conference in Omaha and toured MUD’s west water treatment plant where they discussed water conservation and the overall state of water and water levels in eastern Nebraska and it was beneficial. They changed the oil on the generators for the wells, repainted some no parking zone areas, and we reviewed our property insurance for all of the City buildings and property.

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

Council Member Nielson reported the Fire Department had their monthly meeting on October 2. The Santa Express will be held this year on Sunday, December 10 from 3-7pm at the Wave. Fire Chief Rains stated we outgrew the previous location last year and the Wave is gracious to let us use the facility at no charge. We are having another meeting in a week or so. We are also hoping to do a parade that goes along with it this year and we will have more information to come. Fliers hit Facebook and we will keep adding activities.

Nielson reported there was an EMS training on the new cot. On October 9, Tell Hanes led junctional tourniquet training. Rains stated LSO is deploying these devices within their teams and their SWAT teams, so this is a good thing to learn in case we have a situation where we need to cut off blood supply and we know how to use it. Nielson added they simulated a live call. It was a good training and a lot of people were learning new things.

Emergency Services Coordinator Hoffman gave a brief update on Waverly 11 stating the ambulance is being repaired and will be about 3 months before getting it back. Hoffman advised Waverly 61 has been repaired and we have it back. We have a slider back in it and the topper on it and now we have to wait 90 days for the paint to cure then will get stripes and chevrons put on it. We are slowly getting back to the vehicles we had.

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

Council Member Pascoe reported the Waverly Intermediate School student council is holding a golf cart parade and decorating contest on October 28 at 3pm. Come and pick up a number and the judges will vote. Pascoe advised City Administrator Fisher will be a judge. The student council is saving up for a checkerboard picnic table.

**City Administrator Fisher**

City Administrator Fisher reported on October 16, we have a meeting with the City of Lincoln to talk about water needs. We finished the fiscal year September 30 and City Treasurer Cadwell is preparing for our audit next month.

**ADJOURNMENT**

Council Member Nielson moved to adjourn the meeting at 7:01 p.m. Council Member Hummel seconded the motion.

The following Council Members voted “YEA”: Hummel, Pascoe, and Nielson. The following Council Members voted “NAY”: None. Motion carried. 3-0.

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William D. Gerdes, Mayor

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Megan K. Frye, City Clerk/Deputy Treasurer

**Claims for Payment: October 11th-24th, 2023**

<b>Group A</b>			
<b>Vendor</b>	<b>Description</b>	<b>Amount</b>	<b>Date Paid</b>
ADP FEES	Payroll Fees	\$ 123.85	10/27/2023
ADP FEES	Payroll Fees	\$ 73.35	10/27/2023
ADP PAYROLL	Payroll	\$ 33,658.16	10/20/2023
Alpine Construction	Demolition of old pool	\$ 2,438.60	
BAUER BUILT	Ambulance & Truck 21 maintenance	\$ 441.37	
BLUE CROSS BLUE SHIELD NE	Health Insurance	\$ 13,086.29	11/1/2023
CUBBY'S, INC.	Fuel	\$ 2,056.95	
DEARBORN NATIONAL	Life & AD&D Insurance	\$ 89.50	
DELTA DENTAL OF NEBRASKA	Dental Insurance	\$ 672.71	
ESO SOLUTIONS	Firehouse Software	\$ 2,720.90	
Glasco UV LLC	UV lamps & quartz dome	\$ 5,943.91	
gWorks	Annual License Fee w/FrontDesk	\$ 11,213.00	
HARRIS DECALS	Flag football superbowl signs	\$ 66.50	
Harrison Smith	Flag football referee	\$ 920.00	
HAWKINS, INC.	Supplies	\$ 2,719.10	
Hometown Leasing	FD Copier	\$ 71.48	
JEO CONSULTING GROUP, INC.	Water Main Construction Services	\$ 4,160.00	
JOHN DEERE FINANCIAL	Bulk oil	\$ 1,234.15	
JOHN HANCOCK USA	Retirement	\$ 3,068.04	10/20/2023
KRIHA FLUID POWER CO.	Hose assy w/fittings, coupler assembly	\$ 436.93	
LANCASTER CO SHERIFF OFFICE	October 2023	\$ 35,186.00	
Landon Patel	Flag football referee	\$ 920.00	
LARM	2023-2024 Insurance, Water Dept. Building/Contents	\$ 106,598.22	
LINCOLN ELECTRIC SYSTEM	Electricity	\$ 13,711.07	
LOGAN CONTRACTORS SUPPLY, INC.	Crack sealant	\$ 11,085.00	
MENARDS-LINCOLN NORTH	Hose clamps, marking paint, poly pipe tee	\$ 34.86	
NADIA KOVAL	Cleaning Service	\$ 399.30	
NEBRASKA DEPT OF REVENUE	Lottery Tax	\$ 12,733.00	
Nebraska Dept.of Environment & Energy	Water Operator License fee & course fee	\$ 108.75	
NE PUBLIC HEALTH ENVIRON. LAB	Lab fees	\$ 1,052.00	
NPZA	2023 NPZA Spring Workshop	\$ 100.00	
Quick Med Claims	September 2023 Billing-EMS	\$ 371.68	
RAILROAD MANAGEMENT CO.III,LLC	10" Water Pipeline Fee, 12" & 12.75" Sewer Pipeline Fee	\$ 1,137.42	
Range Landscaping	Aeration & spot over seed, repair low spot soccer field	\$ 2,440.00	
Ray Estes	Water class meal reimbursement	\$ 71.94	
Reece Bader	Flag football referee	\$ 740.00	
REMBOLT LUDTKE LLP	Legal Fees	\$ 3,900.00	
Ryan Murrell	Flag football referee	\$ 890.00	
S & L TRENCHING LLC	Water service leak-10621 N 135 & 13621 Guildford	\$ 3,170.00	
SUNBELT RENTALS,INC.	Lift Rental	\$ 253.75	
Toys For Trucks	Remove/install top & slide 61	\$ 345.00	
TRAVELERS - RMD	FD Workers Compensation Plan	\$ 1,389.00	
U. S. POSTMASTER	Stamps/Postage	\$ 302.60	
UNION BANK & TRUST CO.	HSA Accounts	\$ 2,750.00	11/1/2023
USA BLUE BOOK	Gloves	\$ 102.17	
VERIZON WIRELESS	Phone Service	\$ 359.70	
WINDSTREAM	Phone Service-Fire	\$ 258.16	10/25/2023
WINDSTREAM	Phone Service	\$ 940.36	10/25/2023
Woodstock Holdings LLC	Refund-Permit 22-035	\$ 3,150.00	
<b>Claims Group A Total</b>		<b>\$ 289,694.77</b>	

William D. Gerdes, Mayor

Cheris Cadwell, City Treasurer/Deputy Clerk

City of Waverly  
September, 2023

Gross Sales

Waverly \$ 196,674.15

Gross Sales 100.00% \$ 196,674.15

Prizes (Payouts)

Waverly

Prizes (Payouts) 76.6701% \$150,790.30

Operator Commission 12.0000% \$23,600.90

additional \$10,000.00

City Share 11.0937% \$21,818.46

Uncollected Winnings 0.2362% \$464.49

Interest \$9.76

Total to city \$22,292.71

\$ (10,000.00)

YTD SALES \$ 4,544,345.10

City 7%min earned YTD \$318,104.16

Paid YTD \$352,645.39

Due City (\$34,541.23)

Tax Year	Tax Month	Sales and Use Tax***	Consumers Use Tax	Current Month's Refunds	Administration Fee	Paid to City	Motor Vehicle Sales Tax
2011	MARCH	8.5	0	0	-0.26	8.24	0
2011	APRIL	15,415.21	6,484.81	0	-657	21,243.02	1,823.27
2011	MAY	21,667.75	4,357.64	0	-780.76	25,244.63	5,788.37
2011	JUNE	23,301.52	7,460.50	0	-922.86	29,839.16	4,130.36
2011	JULY	27,421.51	4,525.44	0	-958.41	30,988.54	7,386.23
2011	AUGUST	24,815.25	5,317.90	0	-903.99	29,229.16	6,051.95
2011	SEPTEMBER	25,308.28	4,945.68	0	-907.62	29,346.34	7,157.20
2011	OCTOBER	22,134.06	6,342.28	0	-854.29	27,622.05	4,587.09
2011	NOVEMBER	27,617.00	6,421.31	-25.79	-1,020.38	32,992.14	4,160.86
2011	DECEMBER	23,244.46	7,206.72	0	-913.54	29,537.64	4,359.71
2012	JANUARY	23,359.89	4,393.26	0	-832.59	26,920.56	6,780.83
2012	FEBRUARY	25,526.98	4,160.16	0	-890.61	28,796.53	8,674.90
2012	MARCH	28,559.75	7,902.92	-83.2	-1,091.38	35,288.09	8,671.84
2012	APRIL	23,623.05	9,574.34	-3.33	-995.82	32,198.24	6,178.25
2012	MAY	24,541.36	6,858.38	0	-941.99	30,457.75	5,172.52
2012	JUNE	27,549.48	10,143.28	-380.56	-1,119.37	36,192.83	9,538.15
2012	JULY	27,301.79	10,978.30	-0.78	-1,148.38	37,130.93	5,693.49
2012	AUGUST	30,506.45	7,633.26	-1.86	-1,144.14	36,993.71	9,079.62
2012	SEPTEMBER	24,745.01	8,767.26	-1.51	-1,005.32	32,505.44	4,169.41
2012	OCTOBER	24,429.85	6,119.06	0	-916.47	29,632.44	6,285.49
2012	NOVEMBER	26,792.27	3,318.20	-18.21	-902.77	29,189.49	6,440.89
2012	DECEMBER	27,459.37	3,722.87	0	-935.47	30,246.77	7,076.74
2013	JANUARY	24,879.70	2,889.59	-50	-831.58	26,887.71	5,370.87
2013	FEBRUARY	26,724.12	2,283.36	0	-870.22	28,137.26	3,988.43
2013	MARCH	33,193.18	2,231.83	0	-1,062.75	34,362.26	5,453.53
2013	APRIL	27,197.57	2,107.81	0	-879.16	28,426.22	5,843.58
2013	MAY	30,628.60	2,317.08	-5.16	-988.22	31,952.30	6,412.37
2013	JUNE	29,122.78	7,593.00	-2,091.96	-1,038.71	33,585.11	9,349.84
2013	JULY	32,833.59	2,223.69	-3.64	-1,051.61	34,002.03	7,990.33
2013	AUGUST	36,291.13	3,233.44	-43.08	-1,184.44	38,297.05	15,073.10
2013	SEPTEMBER	34,347.27	8,688.97	0	-1,291.09	41,745.15	11,463.13
2013	OCTOBER	30,797.91	3,943.10	-16,969.14	-533.16	17,238.71	4,370.31
2013	NOVEMBER	29,408.36	1,036.34	0	-913.34	29,531.36	8,019.80
2013	DECEMBER	61,359.57	5,114.91	0	-1,994.23	64,480.25	9,177.12
2014	JANUARY	30,017.85	1,385.43	-4.19	-941.97	30,457.12	4,790.19
2014	FEBRUARY	31,594.51	2,426.46	-3,690.96	-909.9	29,420.11	7,156.77
2014	MARCH	32,421.02	3,271.30	0	-1,070.77	34,621.55	6,011.56
2014	APRIL	33,181.11	6,687.00	0	-1,196.04	38,672.07	8,966.34

2014	MAY	36,039.59	4,958.98	0	-1,229.96	39,768.61	6,281.78
2014	JUNE	30,408.84	3,528.21	-812.08	-993.75	32,131.22	6,908.98
2014	JULY	38,778.88	4,319.77	-165.32	-1,288.00	41,645.33	10,423.14
2014	AUGUST	37,204.63	-1,042.67	0	-1,084.86	35,077.10	12,752.23
2014	SEPTEMBER	35,673.34	2,635.40	0	-1,149.26	37,159.48	6,890.30
2014	OCTOBER	32,755.32	1,097.64	-264.08	-1,007.67	32,581.21	6,242.33
2014	NOVEMBER	29,758.71	4,197.54	-256.71	-1,010.99	32,688.55	7,173.36
2014	DECEMBER	36,212.81	2,697.68	-827.75	-1,142.48	36,940.26	9,673.81
2015	JANUARY	31,430.17	4,819.28	0	-1,087.48	35,161.97	7,641.40
2015	FEBRUARY	28,073.66	2,005.43	0	-902.37	29,176.72	7,068.34
2015	MARCH	30,523.36	3,514.71	-1,252.45	-983.57	31,802.05	7,207.36
2015	APRIL	30,654.89	2,529.75	-406.65	-983.34	31,794.65	7,116.77
2015	MAY	39,248.01	5,794.91	0	-1,351.29	43,691.63	9,533.30
2015	JUNE	31,312.06	4,469.40	-3,589.35	-965.76	31,226.35	6,797.96
2015	JULY	37,820.92	13,511.27	-82.93	-1,537.48	49,711.78	10,182.40
2015	AUGUST	32,702.13	4,749.75	0	-1,123.56	36,328.32	8,532.32
2015	SEPTEMBER	34,772.93	2,776.84	-4.13	-1,126.37	36,419.27	7,182.17
2015	OCTOBER	32,438.30	3,694.75	-13,073.10	-691.8	22,368.15	8,275.22
2015	NOVEMBER	26,484.79	6,798.06	0	-998.49	32,284.36	5,183.27
2015	DECEMBER	35,027.68	8,361.67	-401.67	-1,289.63	41,698.05	5,382.21
2016	JANUARY	34,494.33	1,887.94	0	-1,091.47	35,290.80	7,568.79
2016	FEBRUARY	30,867.40	1,608.14	-1,312.79	-934.88	30,227.87	5,103.29
2016	MARCH	34,681.29	5,691.40	-54.64	-1,209.54	39,108.51	8,511.11
2016	APRIL	32,367.40	2,094.18	0	-1,033.85	33,427.73	6,657.25
2016	MAY	32,517.30	7,487.50	-34,512.80	-164.76	5,327.24	6,533.37
2016	JUNE	38,735.52	7,550.81	0	-1,388.59	44,897.74	9,915.06
2016	JULY	34,322.24	3,484.90	-114.91	-1,130.77	36,561.46	7,592.47
2016	AUGUST	36,751.30	3,824.29	-198.42	-1,211.32	39,165.85	7,313.30
2016	SEPTEMBER	42,023.77	6,704.04	-1.75	-1,461.78	47,264.28	8,791.01
2016	OCTOBER	34,633.96	1,616.05	0	-1,087.50	35,162.51	6,679.20
2016	NOVEMBER	32,423.73	1,774.77	0	-1,025.96	33,172.54	6,436.16
2016	DECEMBER	37,251.12	6,031.09	-299.75	-1,289.47	41,692.99	4,876.80
2017	JANUARY	33,469.65	8,614.34	0	-1,262.52	40,821.47	6,863.48
2017	FEBRUARY	33,713.45	2,042.68	0	-1,072.68	34,683.45	6,736.48
2017	MARCH	42,760.85	3,282.76	-1,234.16	-1,344.28	43,465.17	9,149.62
2017	APRIL	41,358.64	1,773.97	-1,089.74	-1,261.29	40,781.58	7,983.03
2017	MAY	43,807.66	3,357.01	-120.44	-1,411.33	45,632.90	11,624.63
2017	JUNE	43,258.55	7,245.94	-106.53	-1,511.94	48,886.02	9,277.24
2017	JULY	40,577.27	3,157.72	-1,063.48	-1,280.15	41,391.36	6,598.62
2017	AUGUST	41,702.65	5,463.01	-74.28	-1,412.74	45,678.64	10,427.95

2017	SEPTEMBER	50,678.98	2,160.87	-319.62	-1,575.61	50,944.62	13,695.11
2017	OCTOBER	41,192.29	8,828.54	0	-1,500.62	48,520.21	7,569.74
2017	NOVEMBER	43,767.24	5,067.77	-1,397.75	-1,423.12	46,014.14	7,294.89
2017	DECEMBER	53,503.31	8,970.33	0	-1,874.21	60,599.43	8,982.34
2018	JANUARY	40,067.17	1,396.30	0	-1,243.90	40,219.57	8,010.64
2018	FEBRUARY	38,328.66	4,632.29	-216.67	-1,282.33	41,461.95	4,361.85
2018	MARCH	44,653.78	8,958.04	0	-1,608.35	52,003.47	7,890.18
2018	APRIL	43,637.34	3,546.30	0	-1,415.51	45,768.13	7,859.35
2018	MAY	49,767.39	3,104.94	-1,022.46	-1,555.50	50,294.37	9,463.96
2018	JUNE	43,510.52	10,623.77	-895.93	-1,597.15	51,641.21	6,832.18
2018	JULY	42,122.29	1,937.52	-396.1	-1,309.91	42,353.80	5,827.99
2018	AUGUST	50,970.75	2,716.68	0	-1,610.62	52,076.81	13,293.29
2018	SEPTEMBER	39,643.73	3,818.97	0	-1,303.88	42,158.82	6,262.15
2018	OCTOBER	43,991.20	2,897.28	0	-1,406.65	45,481.83	7,533.17
2018	NOVEMBER	44,139.20	4,058.28	-4,983.11	-1,296.43	41,917.94	7,449.37
2018	DECEMBER	43,301.31	4,219.79	0	-1,425.63	46,095.47	8,658.42
2019	JANUARY	41,778.46	2,831.79	-349.28	-1,327.83	42,933.14	8,634.39
2019	FEBRUARY	37,753.03	2,595.61	-4,533.66	-1,074.45	34,740.53	4,058.98
2019	MARCH	45,207.29	3,487.95	-0.9	-1,460.83	47,233.51	8,965.99
2019	APRIL	41,931.04	1,671.25	-944	-1,279.75	41,378.54	7,105.21
2019	MAY	50,371.66	4,608.31	-540.97	-1,633.17	52,805.83	15,575.91
2019	JUNE	47,239.73	4,730.91	0	-1,559.12	50,411.52	6,902.70
2019	JULY	52,092.06	3,821.66	-3,383.94	-1,575.89	50,953.89	9,424.54
2019	AUGUST	47,578.92	11,900.44	0	-1,784.38	57,694.98	7,477.22
2019	SEPTEMBER	53,124.03	7,130.98	0	-1,807.65	58,447.36	11,382.61
2019	OCTOBER	43,090.84	4,687.33	-1,069.43	-1,401.26	45,307.48	8,105.56
2019	NOVEMBER	44,966.28	3,124.88	0	-1,442.73	46,648.43	8,702.34
2019	DECEMBER	51,145.06	4,651.69	0	-1,673.90	54,122.85	7,878.82
2020	JANUARY	42,943.97	1,004.86	-20.42	-1,317.85	42,610.56	8,420.51
2020	FEBRUARY	43,897.77	5,525.53	0	-1,482.70	47,940.60	6,559.23
2020	MARCH	42,056.98	3,509.49	-139.32	-1,362.81	44,064.34	7,372.41
2020	APRIL	41,704.64	12,631.43	-137.66	-1,625.95	52,572.46	2,409.46
2020	MAY	43,803.00	3,207.49	0	-1,410.31	45,600.18	4,510.43
2020	JUNE	55,131.98	6,084.21	0	-1,836.49	59,379.70	12,180.94
2020	JULY	66,198.05	3,798.16	-482.02	-2,085.43	67,428.76	18,066.18
2020	AUGUST	54,937.26	2,161.42	0	-1,712.96	55,385.72	11,556.38
2020	SEPTEMBER	56,125.69	2,273.75	0	-1,751.98	56,647.46	9,608.01
2020	OCTOBER	89,776.04	3,466.82	0	-2,797.29	90,445.57	18,153.45
2020	NOVEMBER	86,949.10	6,479.61	0	-2,802.86	90,625.85	21,547.71
2020	DECEMBER	108,576.77	4,092.67	0	-3,380.08	109,289.36	23,446.26

2021	JANUARY	74,598.19	4,558.11	-879.05	-2,348.32	75,928.93	13,386.75
2021	FEBRUARY	72,896.15	7,312.07	-104.42	-2,403.11	77,700.69	12,505.52
2021	MARCH	93,083.13	3,284.28	-2.9	-2,890.94	93,473.57	14,828.07
2021	APRIL	98,712.24	5,293.21	-969.96	-3,091.06	99,944.43	23,661.01
2021	MAY	97,187.83	4,222.15	-40.35	-3,041.09	98,328.54	25,823.99
2021	JUNE	108,982.91	2,055.87	0	-3,331.16	107,707.62	29,613.97
2021	JULY	95,408.95	7,528.82	-1.31	-3,088.09	99,848.37	18,159.99
2021	AUGUST	99,081.53	3,997.38	0	-3,092.37	99,986.54	19,045.36
2021	SEPTEMBER	95,169.14	26,490.83	0	-3,649.80	118,010.17	14,982.49
2021	OCTOBER	84,890.49	4,810.38	0	-2,691.03	87,009.84	9,257.17
2021	NOVEMBER	99,432.30	7,571.35	-7.31	-3,209.89	103,786.45	13,258.56
2021	DECEMBER	117,320.03	2,872.48	0	-3,605.78	116,586.73	20,511.17
2022	JANUARY	94,993.99	7,431.17	0	-3,072.75	99,352.41	16,055.01
2022	FEBRUARY	100,863.32	14,500.92	0	-3,460.93	111,903.31	31,073.57
2022	MARCH	95,600.01	5,280.99	0	-3,026.43	97,854.57	16,791.29
2022	APRIL	98,630.99	5,313.40	-5,618.25	-2,949.78	95,376.36	18,250.98
2022	MAY	96,913.50	6,326.30	0	-3,097.19	100,142.61	22,080.80
2022	JUNE	119,936.26	5,303.56	-5.08	-3,757.04	121,477.70	35,999.23
2022	JULY	110,599.83	6,739.12	-9,715.04	-3,228.72	104,395.19	25,964.36
2022	AUGUST	115,315.14	8,057.78	0	-3,701.19	119,671.73	24,717.82
2022	SEPTEMBER	107,091.76	5,286.15	0	-3,371.34	109,006.57	20,853.84
2022	OCTOBER	97,831.00	6,146.73	-88,742.95	-457.04	14,777.74	17,684.55
2022	NOVEMBER	103,147.49	5,303.92	-3.61	-3,253.43	105,194.37	14,413.06
2022	DECEMBER	126,213.66	9,717.02	0.00	-4,077.92	131,852.76	19,582.54
2023	JANUARY	99,931.16	4,540.54	-5,737.80	-2,926.02	95,771.88	16,309.36
2023	FEBRUARY	92,450.77	7,723.06	0.00	-3,005.21	97,168.62	17,766.17
2023	MARCH	104,088.00	5,851.20	-5,308.44	-3,138.92	101,491.84	19,821.37
2023	APRIL	107,671.13	7,442.59	0.00	3,453.41	111,660.31	22,676.53
2023	MAY	99,774.64	10,985.95	-871.31	-3,296.68	106,592.60	15,819.03
2023	JUNE	116,964.50	17,405.68	-13.16	-4,030.71	130,326.31	34,107.82
2023	JULY	90,489.34	16,652.84	-196.52	-3,208.37	103,737.29	20,060.61
2023	AUGUST	106,653.66	11,652.42	-2.66	-3,549.10	114,754.32	20,898.64
	<b>TOTALS</b>			<b>-\$223,746.64</b>		<b>\$8,008,755.89</b>	

\*\*\* The Sales and Use Tax Column includes Motor Vehicle Sales Tax. The amount of Motor Vehicle Sales Tax is separately stated in the last column of this spreadsheet.

<b>Sales Tax Collections: sales tax earned two months prior-- shown as month paid to City</b>		
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	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023		
<b>January</b>		\$32,992.14	\$29,189.49	\$29,531.36	\$32,688.55	\$32,284.36	\$33,172.54	\$46,014.14	\$41,917.94	\$46,648.43	\$90,625.85	\$103,786.45	\$105,194.37		
<b>February</b>		\$29,537.64	\$30,246.77	\$64,480.25	\$36,940.26	\$41,698.05	\$41,692.99	\$60,599.43	\$46,095.47	\$54,122.85	\$109,289.36	\$116,586.73	\$131,852.76		
<b>March</b>		\$26,920.56	\$26,887.71	\$30,457.12	\$35,161.97	\$35,290.80	\$40,821.47	\$40,219.57	\$42,933.14	\$42,610.56	\$75,928.93	\$99,352.41	\$95,771.88		
<b>April</b>		\$28,796.53	\$28,137.26	\$29,420.11	\$29,176.72	\$30,227.87	\$34,683.45	\$41,461.95	\$34,740.53	\$47,940.60	\$77,700.69	\$111,903.31	\$97,168.62		
<b>May</b>	\$8.24	\$35,288.09	\$34,362.26	\$34,621.55	\$31,802.05	\$39,108.51	\$43,465.17	\$52,003.47	\$47,233.51	\$44,064.34	\$93,473.57	\$97,854.57	\$101,491.84		
<b>June</b>	\$21,243.02	\$32,198.24	\$28,426.22	\$38,672.07	\$31,794.65	\$33,427.73	\$40,781.58	\$45,768.13	\$41,378.54	\$52,572.46	\$99,944.43	\$95,376.36	\$111,660.31		
<b>July</b>	\$25,244.63	\$30,457.75	\$31,952.30	\$39,768.61	\$43,691.63	\$5,327.24	\$45,632.90	\$50,294.37	\$52,805.83	\$45,600.18	\$98,328.54	\$100,142.61	\$106,592.60		
<b>August</b>	\$29,839.16	\$36,192.83	\$33,585.11	\$32,131.22	\$31,226.35	\$44,897.74	\$48,886.02	\$51,641.21	\$50,411.52	\$59,379.70	\$107,707.62	\$121,477.70	\$130,326.31		
<b>September</b>	\$30,988.54	\$37,130.93	\$34,002.03	\$41,645.33	\$49,711.78	\$36,561.46	\$41,391.36	\$42,353.80	\$50,953.89	\$67,428.76	\$99,848.37	\$104,395.19	\$103,737.29		
<b>October</b>	\$29,229.16	\$36,993.71	\$38,297.05	\$35,077.10	\$36,328.32	\$39,165.85	\$45,678.64	\$52,076.81	\$57,694.98	\$55,385.72	\$99,986.54	\$119,671.73	\$114,754.32		
<b>November</b>	\$29,346.34	\$32,505.44	\$41,745.15	\$37,159.48	\$36,419.27	\$47,264.28	\$50,944.62	\$42,158.82	\$58,477.36	\$56,647.46	\$118,010.17	\$109,006.57			
<b>December</b>	\$27,622.05	\$29,632.44	\$17,238.71	\$32,581.21	\$22,368.15	\$35,162.51	\$48,520.21	\$45,481.83	\$45,307.48	\$90,445.57	\$87,009.84	\$14,777.74			
<b>Total Year</b>	\$193,521.14	\$388,646.30	\$374,070.06	\$445,545.41	\$417,309.70	\$420,416.40	\$515,670.95	\$570,073.53	\$569,950.19	\$662,846.63	\$1,157,853.91	\$1,194,331.37	\$1,098,550.30	\$732,367.23	\$366,183.07
<b>Monthly Ave</b>	\$24,190.14	\$32,387.19	\$31,172.51	\$37,128.78	\$34,775.81	\$35,034.70	\$42,972.58	\$47,506.13	\$47,495.85	\$55,237.22	\$96,487.83	\$99,527.61	\$109,855.03		

**CITY OF WAVERLY  
RESOLUTION NUMBER 23-23**

RESOLUTION ADOPTING AN INTERLOCAL AGREEMENT WITH THE CITY OF LINCOLN, NEBRASKA, ON BEHALF OF THE LINCOLN-LANCASTER COUNTY HEALTH DEPARTMENT FOR THE PURPOSE OF PROVIDING HEALTH REGULATION INSPECTION AND ENFORCEMENT WITHIN THE CORPORATE LIMITS OF THE CITY AND ITS EXTRA-TERRITORIAL JURISDICTION.

WHEREAS, the City of ~~Waverly~~(~~Name of Village/City~~) (“City”) previously adopted [Resolution Ordinance](#) Number 13-08 adopting an Interlocal Agreement with the City of Lincoln through the Lincoln-Lancaster County Health Department (“Lincoln”), providing for health regulation inspection and enforcement, which agreement has expired as of [January 16, 2024](#); and

WHEREAS, for the protection of the health, safety, and general welfare of the citizens of the City health regulation inspection and enforcement responsibilities of the City must continue to be shared with Lincoln to adequately address the City’s needs; and

WHEREAS, the City desires to enter into a renewed and updated Interlocal Agreement with Lincoln, for the purposes of:

- a. Protecting the public’s health and the environment from pollution;
- b. Providing minimum standards regulating design, construction, installation, maintenance, and operation of individual sewage disposal systems within Lancaster County; and
- c. Providing investigation of public health nuisance conditions as defined by (~~Village/City Ordinance~~)[Waverly Municipal Code § 32.003](#);
- d. Reviewing transfers of properties that are served by individual domestic water wells or onsite wastewater treatment systems to assure they meet minimum standards regulating design, construction, installation, maintenance, and operation established in [Waverly](#)(~~Village/City~~) ordinances as applicable; and
- e. Reviewing newly proposed subdivisions that will not be served by public water supply or community wastewater treatment for water, ~~wastewater~~[wastewater](#), and environmental hazards.

WHEREAS, Lincoln is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such services shall be provided within the City’s [corporate limits and extra-territorial](#) jurisdiction;

WHEREAS, such Interlocal Agreements are authorized and provided for by the provisions of Neb. Rev. Stat. §13-~~8901~~[8901](#) *et. seq.*, known as the Interlocal Cooperation Act; and

WHEREAS, the City and Lincoln (each a “Party”) hereby enter into this cooperative Interlocal Agreement for the mutual benefit of the Parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. Each Party agrees that it shall remain a distinct and separate entity with its own rights and authorities and that no separate board shall be created to fulfill the obligations of this Interlocal Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

## 1. SERVICES

A. ~~The City~~ ~~The (Name of Village/City)~~ and Lincoln enter into this Interlocal Agreement for ~~the City~~ ~~the (Name of Village/City)~~ to:

- (1) Provide to Lincoln any and all ordinances and regulations duly adopted by ~~the City~~ ~~the (Name of Village/City)~~ related to individual sewage disposal systems, water supply systems, solid wastes, nuisances, air quality, open burning, and other health and safety hazards; and
- (2) Act as the Party primarily responsible for enforcement of ~~the City's~~ ~~the Village's/City's~~ ordinances, rules, and regulations related to the health and safety of the public.

B. The City and Lincoln enter into this Interlocal Agreement for Lincoln to:

- (1) Investigate complaints presented by the Waverly City~~Village/City~~ Clerk related to public health nuisance conditions, and other health and safety hazards;
- (2) Generate necessary reports related to the findings of investigations conducted pursuant to this Interlocal Agreement and provide such reports to the Waverly ~~Village/City~~ Clerk upon completion of each investigation;
- (3) Cooperate with the ~~Waverly~~ ~~Village/City~~ Attorney in any enforcement actions brought by ~~the City of Waverly~~~~the Village/City~~ involving any investigation conducted by Lincoln according to the terms of this Interlocal Agreement;
- (4) Appear as requested as a witness regarding the findings of investigations conducted according to the terms of this Interlocal Agreement. ~~Notwithstanding the foregoing, the City's employees shall not be asked to testify as experts by the Village/City in said proceedings.~~
- (5) Review and permit all newly built or repaired on-site wastewater treatment systems within the corporate limits and extra-territorial jurisdiction of ~~the City~~~~the (City/Village)~~, assuring they meet minimum standards for design, construction, installation, maintenance, and operation as adopted by Ordinance No.           -23-16
- (6) Review transfers of properties that are served by individual domestic water wells or onsite wastewater treatment systems to assure they meet minimum standards regulating design, construction, installation, maintenance, and operation as adopted by Ordinance No.           -23-16.
- (7) Review newly proposed subdivisions that will not be served by public water supply or community wastewater treatment for water, ~~wastewater~~wastewater, and environmental hazards.

- (8) Review and permit open burning requests to assure they do not create health risks and meet minimum standards as adopted by Ordinance No. ~~\_\_\_\_\_~~-23-16.
- (9) Lincoln retains the right to limit the amount of staff time and other resources it expends to provide services identified in this Interlocal Agreement.
2. **TERM** – The term of this Interlocal Agreement shall commence upon the date of execution by the City and shall continue for a period of ten (10) years thereafter.
3. **TERMINATION FOR CONVENIENCE** – Either Party may terminate this Interlocal Agreement for any reason for its own convenience. If either Party elects to terminate this Interlocal Agreement prior to its expiration, the terminating Party shall provide the other Party with sixty (60) days written notice of the termination.
4. **DUTIES GENERALLY** – Both Parties to this Interlocal Agreement agree as follows:
- A. To timely and professionally complete the services as described for both parties above, and to furnish their labor and pay all their own costs, including any taxes, required to complete their services.
  - B. To furnish everything reasonably necessary to complete the services unless specifically provided otherwise in this Interlocal Agreement.
  - C. To apply for and obtain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to the services.
  - D. To conduct all activities related to the services in a lawful manner.
  - E. To provide and perform all necessary labor in a professional ~~and workmanlike~~ manner and in accordance with the provisions of this Interlocal Agreement.
5. **INDEPENDENT ENTITIES** – LINCOLN has sole and exclusive charge and control of the manner and means of performance of the tasks required of it by this Interlocal Agreement. ~~LINCOLN-Lincoln~~ shall perform as an independent contractor, and it is expressly understood that neither ~~LINCOLN-Lincoln~~ nor any of its staff are employees of the City and, thus they are not entitled to any of the City's ~~(Name of Village/City)~~ benefits including, but not limited to, overtime, retirement benefits, workers' compensation insurance, sick leave, or injury leave. ~~LINCOLN-Lincoln~~ shall be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for all federal, state, local, and any other payroll taxes with respect to ~~LINCOLN-Lincoln~~ or its employees' compensation.
6. **INSURANCE**
- A. The City shall maintain General Liability Insurance at its own expense during the life of this Interlocal Agreement, naming and protecting the City ~~the (Name of Village/City)~~ and Lincoln, its officials, employees, and volunteers as insured, against claims for damages resulting from (1) all acts or omissions, (2) bodily injury, including wrongful death, (3) personal injury liability, and (d) property damage which may arise from operations under this Interlocal Agreement whether such operations are by the City ~~the (Name of Village/City)~~ and its employees, or those directly or indirectly employed by the City ~~the (Name of Village/City)~~.

The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

- (1) All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
- (2) Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
- (3) Personal Injury Damage - \$1,000,000 each Occurrence; and
- (4) Contractual Liability - \$1,000,000 each Occurrence; and
- (5) Products Liability and Complete Operations - \$1,000,000 each Occurrence; and
- (6) Medical Expenses (any one person) - \$10,000.

B. The following shall be provided and attached to this Interlocal Agreement by the City~~the (Name of Village/City)~~:

- (1) A Certificate of Insurance for its General Liability Insurance. The City of Lincoln shall be specifically named as an additional ~~insurantee~~insured on the General Liability Insurance Policy. ~~The City of Waverly~~The (Name of Village/City) may present evidence of equivalent self-insurance in place of a certificate of insurance for General Liability Insurance. ~~The City of~~Lincoln shall be treated as an additional insured as if ~~the City of Waverly~~the (Name of Village/City) possessed General Liability Insurance.
- (2) Proof of Workers' Compensation Insurance, where appropriate.

C. ~~The City~~ ~~The (Name of Village/City)~~ is required to provide Lincoln with thirty (30) days notice of cancellation, non-renewal, or any material reduction in insurance as required by this Interlocal Agreement. Further any General Liability Insurance Policy maintained in order to comply with this Interlocal Agreement shall specifically provide that the company from whom the policy is purchased will also provide Lincoln thirty (30) days notice of cancellation, non-renewal, or any material reduction in insurance on the part of the City~~the (Name of Village/City)~~.

D. If the City ~~the (Name of Village/City)~~ obtains General Liability Insurance during the term of this Interlocal Agreement, it shall add ~~the City of~~Lincoln as an additional insured and provide a copy of the Certificate of Insurance and specific endorsement on the policy naming ~~the City of~~Lincoln as an additional insured.

7. **INDEMNIFICATION** – To the fullest extent permitted by law, the City shall indemnify, defend, and hold harmless the City of Lincoln, its officers, agents, and employees from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Interlocal Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of the City~~(Name of Village/City)~~, or anyone for whose acts any of them may be liable. This section will not require the City~~the (Name of Village/City)~~ to indemnify or hold harmless ~~the City of~~Lincoln for

any losses, damages, claims, and expenses arising out of or resulting from the sole negligence of ~~the City of Lincoln~~. ~~The City of Lincoln~~ does not waive its governmental immunity by entering into this Interlocal Agreement and fully retains all immunities and defenses provided by law. This section survives termination of this Interlocal Agreement.

8. **AUDIT PROVISION** – ~~The City The (Name of Village/City)~~ shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance records and materials germane to this Interlocal Agreement, as allowed by law.
9. **FAIR EMPLOYMENT** – ~~The City The (Name of Village/City)~~ shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08 and Neb. Rev. Stat. §48-1122, as amended.
10. **FAIR LABOR STANDARDS** – ~~The City The (Name of Village/City)~~ shall maintain Fair Labor Standards in the performance of this Interlocal Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.
11. **NEBRASKA LAW** – This Interlocal Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.
12. **INTEGRATION, AMENDMENTS, ASSIGNMENT** – This Interlocal Agreement represents the entire agreement between the Parties and all prior negotiations and representations are hereby expressly excluded from this Interlocal Agreement. This Interlocal Agreement may be amended only by written agreement signed by both Parties. This Interlocal Agreement may not be assigned without the prior written consent of the other Party.
13. **NEW EMPLOYEE VERIFICATION** - In accordance with Neb. Rev. Stat. ~~§ 4-108 through 4-114~~, ~~the City the (Name of Village/City)~~ agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. ~~The City (Name of Village/City)~~ shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. ~~The City The (Name of Village/City)~~ shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to [www.uscis.gov/everify](http://www.uscis.gov/everify).
14. **SEVERABILITY & SAVINGS CLAUSE** – Each section and each subdivision of a section of this Interlocal Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Interlocal Agreement and invalidity of any section or subdivision of a section of this Interlocal Agreement shall not invalidate any other section or subdivision of a section thereof.

15. **CAPACITY** – The undersigned persons representing ~~the City the (Name of Village/City)~~ and Lincoln do hereby agree and represent that he or she is legally capable and authorized to sign this Interlocal Agreement and to lawfully bind the City or Lincoln to this Interlocal Agreement.

IN WITNESS WHEREOF, the ~~(Name of Village/City of Waverly)~~ and the City of Lincoln do hereby execute this Interlocal Agreement as of the date below.

**[Signature Page Follows]**

\_\_\_\_\_  
~~William D. Gerdes~~ ~~or Chairperson of Board~~  
Mayor, ~~Village~~/City of ~~Waverly~~  
~~14130 Lancashire St~~ ADDRESS \_\_\_\_\_  
~~Waverly, Nebraska 68462~~  
68508

\_\_\_\_\_  
Leirion Gaylor Baird  
Mayor of Lincoln  
555 South 10<sup>th</sup> Street  
Lincoln, Nebraska

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Date of Execution

4857-9347-7253, v. 1

RESOLUTION NUMBER 23-24

RESOLUTION REGARDING DEPOSIT OF MUNICIPAL FUNDS FOR THE 2023-2024 FISCAL YEAR

WHEREAS, State Statute 17-607 requires municipalities to designate depositories in each fiscal year to designate one or more state or national banks or capital stock financial institutions of approved and responsible standing in which the city treasurer shall keep at all times, subject to payment on his or her demand, all money held by him or her as such city treasurer, and

WHEREAS, the Council shall require from all banks or capital stock financial institutions as bond in such penal sum as may be the maximum amount on deposit at any time less the amount insured by the Federal Deposit Insurance Corporation or, in lieu thereof, may accept a pledge of sufficient assets of such depository to secure the payment of all such deposits and accretions, and

WHEREAS, the City Treasurer shall not be liable for any loss of any money sustained by reason of the failure of any such depository so designated and approved, and

WHEREAS, the fact that a stockholder, director, or other officer of such financial institution is also serving as mayor, as a member of the city council or board of trustees, as a member of a board of public works, or as any other officer of such municipality shall not disqualify such financial institution from acting as a depository for such municipal funds.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WAVERLY, NEBRASKA that all Nebraska banks or capital stock financial institutions of approved and responsible standing that provide a bond with a penal sum which equals the maximum amount on deposit at any time less the amount insured by the Federal Deposit Insurance Corporation or a pledge of sufficient assets of the bank to secure the payment of all such deposits are hereby declared depositories for the City of Waverly's 2023-2024 fiscal year.

PASSED AND APPROVED THIS 24<sup>TH</sup> DAY OF OCTOBER, 2023

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William D. Gerdes  
Mayor

ATTEST:

[SEAL]

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Megan K. Frye  
City Clerk/Deputy Treasurer



**RESOLUTION NUMBER 23-25**

RESOLUTION AUTHORIZING THE SALE OF MUNICIPAL PROPERTY

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF WAVERLY, NEBRASKA,  
as follows:

It is hereby resolved that the City of Waverly directs the sale of the following described property:

1. Streamlight Litebox Incandescent bulb (qty 4) and Streamlight Litebox for Parts (qty 1)
2. Optronics 400k Candle Power Spotlight (qty 1)
3. Oxygen Regulators (qty 12)
4. (Oxygen Bottle Keys (qty 8)
5. 2 step stool (qty 1)
6. 36" x 80" Cubical Walls (qty 4)
7. Desk (qty 1)
8. Desk Chairs (qty 2)

Such sale shall be conducted through an online auction on items 1 through 8. Terms of the sale shall be cash purchase or certified check within ten (10) days of the auction.

The City reserves the right to reject any and all bids.

PASSED AND APPROVED THIS 24<sup>TH</sup> DAY OF OCTOBER, 2023.

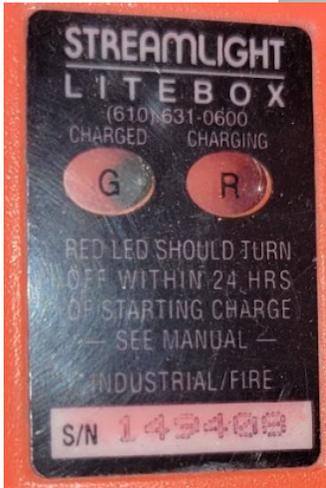
\_\_\_\_\_  
William D. Gerdes, Mayor

ATTEST:

\_\_\_\_\_  
Megan K. Frye, City Clerk/Deputy Treasurer

(Seal)

1. Streamlight Litebox Incandescent bulb (qty 4) and Streamlight Litebox for Parts (qty 1)



2. Optronics 400k Candle Power Spotlight (qty 1)



### 3. Oxygen Regulators (qty 12)



### 4. Oxygen Bottle Keys (qty 8)



5. 2 step stool (qty 1)



6. 36" x 80" Cubical Walls (qty 4)



7. Desk (qty 1)



8. Desk Chairs (qty 2)



**RESOLUTION 23-26**

RESOLUTION AUTHORIZING THE TEMPORARY CLOSING OF OLDFIELD STREET FROM CANONGATE ROAD TO N 141<sup>ST</sup> STREET AND WOODSTOCK STREET FROM N 144<sup>TH</sup> STREET TO N 148<sup>TH</sup> STREET FROM 8:00 A.M. TO 10:00 A.M. ON THURSDAY, NOVEMBER 23, 2023

WHEREAS, the Hen Hustlers have requested approval to hold their 2023 Thanksgiving Day Hen Hustle 1 Mile and 5K Run/Walk on November 23, 2023 with all proceeds benefiting the School District 145 Backpack Program; and

WHEREAS, they have requested the temporary closing of Oldfield Street from CANONGATE Road to N 141<sup>st</sup> Street from 8:00 a.m. to 10:00 a.m.; and

WHEREAS, they have also requested temporary closing of Woodstock Street from N 144<sup>th</sup> Street to N 148<sup>th</sup> Street from 8:00 a.m. to 10:00 a.m.; and

WHEREAS, the City of Waverly has agreed to provide the necessary signage barricades to prohibit vehicular traffic from 8:00 a.m. to 10:00 a.m. at the outlined locations with the understanding that the volunteers of the Hen Hustle will install the barricades by 8:00 a.m. on November 23, 2023.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WAVERLY, NEBRASKA that barricades be provided and placed by 8:00 a.m. on November 23, 2023 to prohibit vehicular traffic except emergency vehicles on Oldfield Street from CANONGATE Road to N 141<sup>st</sup> Street and Woodstock Street from N 144<sup>th</sup> Street to N 148<sup>th</sup> Street after 8:00 a.m. on November 23, 2023 until 10:00 a.m. on November 23, 2023.

PASSED AND APPROVED THIS 24<sup>TH</sup> DAY OF OCTOBER, 2023.

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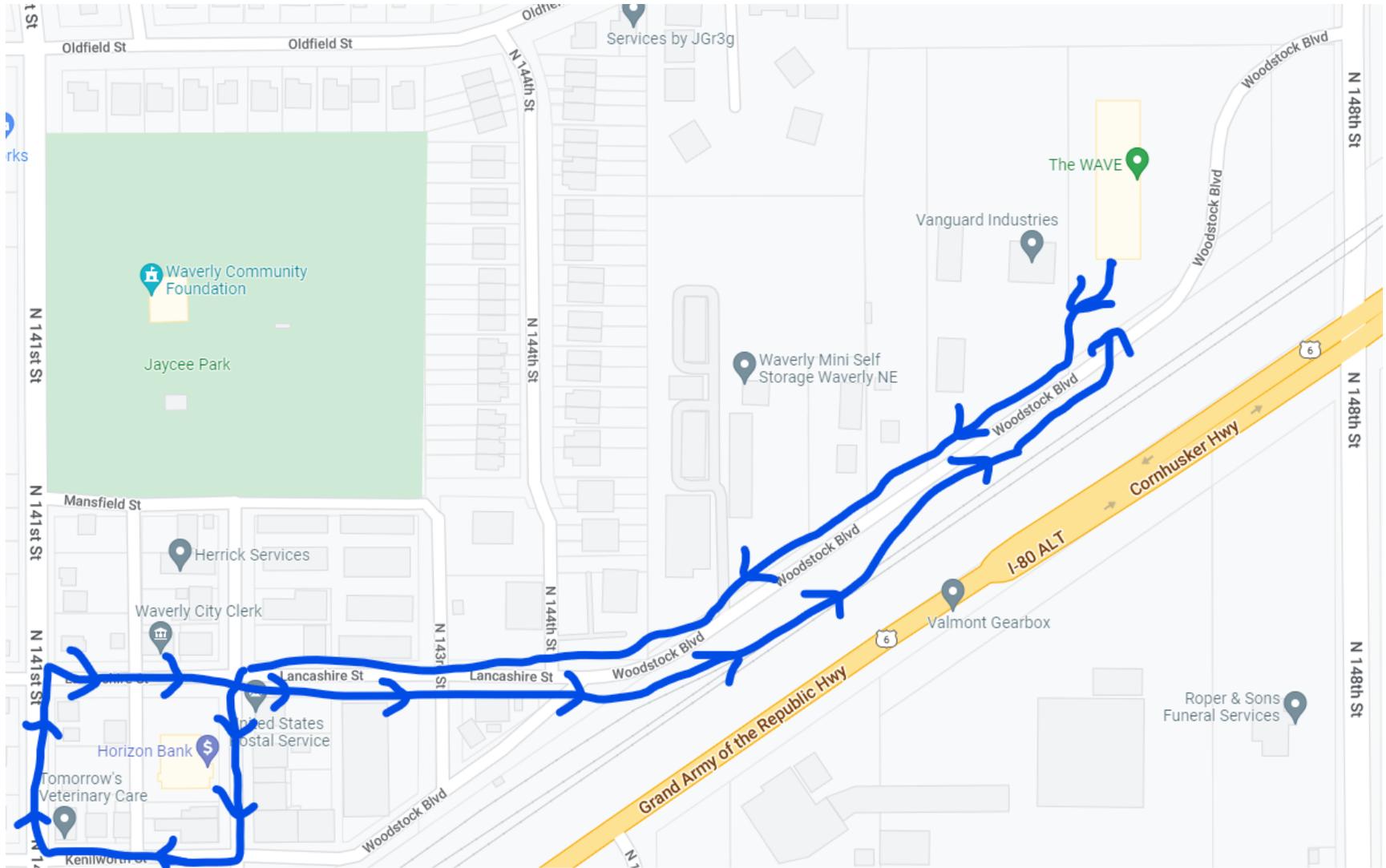
William D. Gerdes  
Mayor

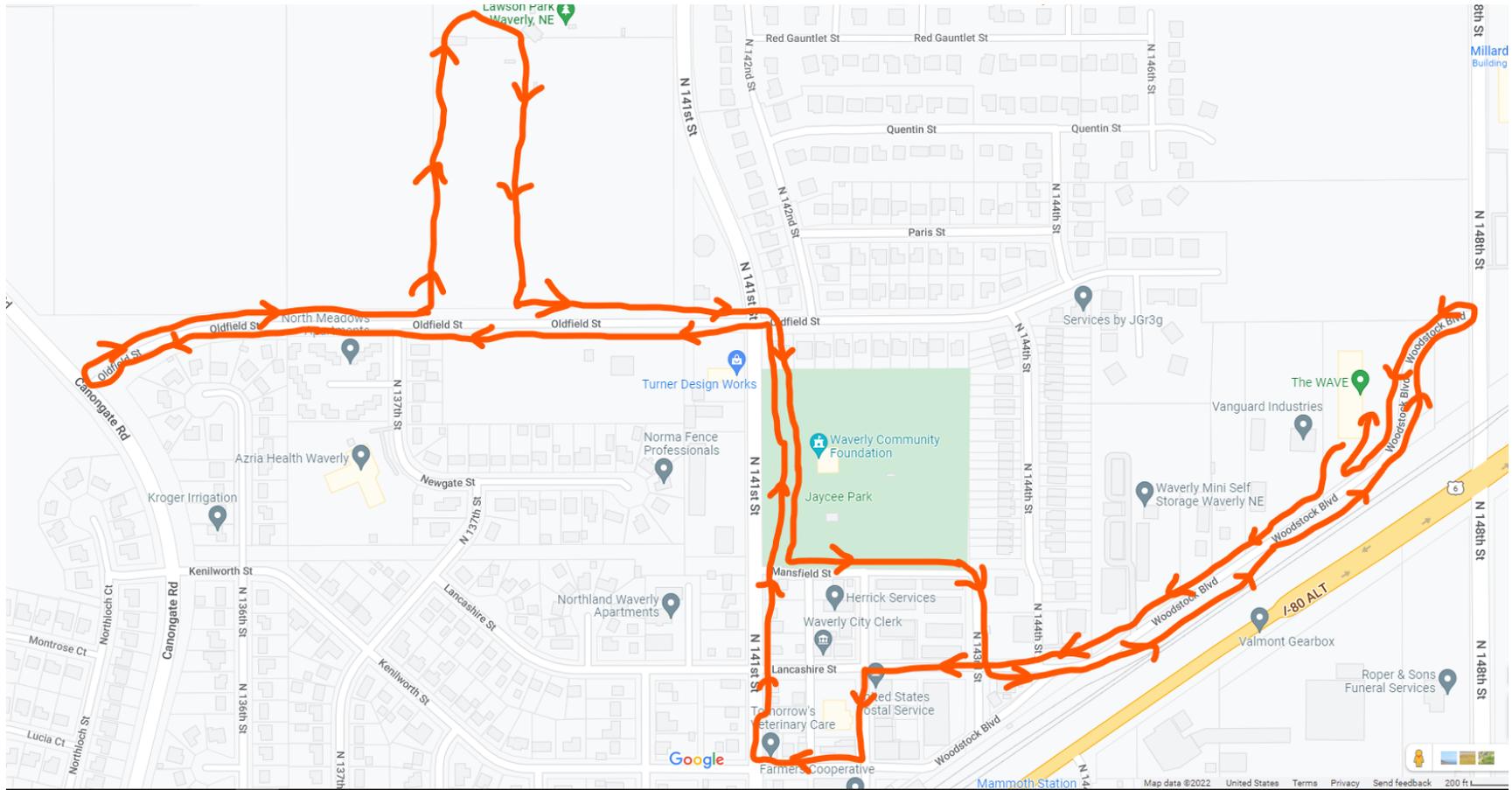
ATTEST:

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Megan K. Frye  
City Clerk/Deputy Treasurer

(Seal)





# Hen Hustle

Waverly Community  
Thanksgiving Day Fun Run

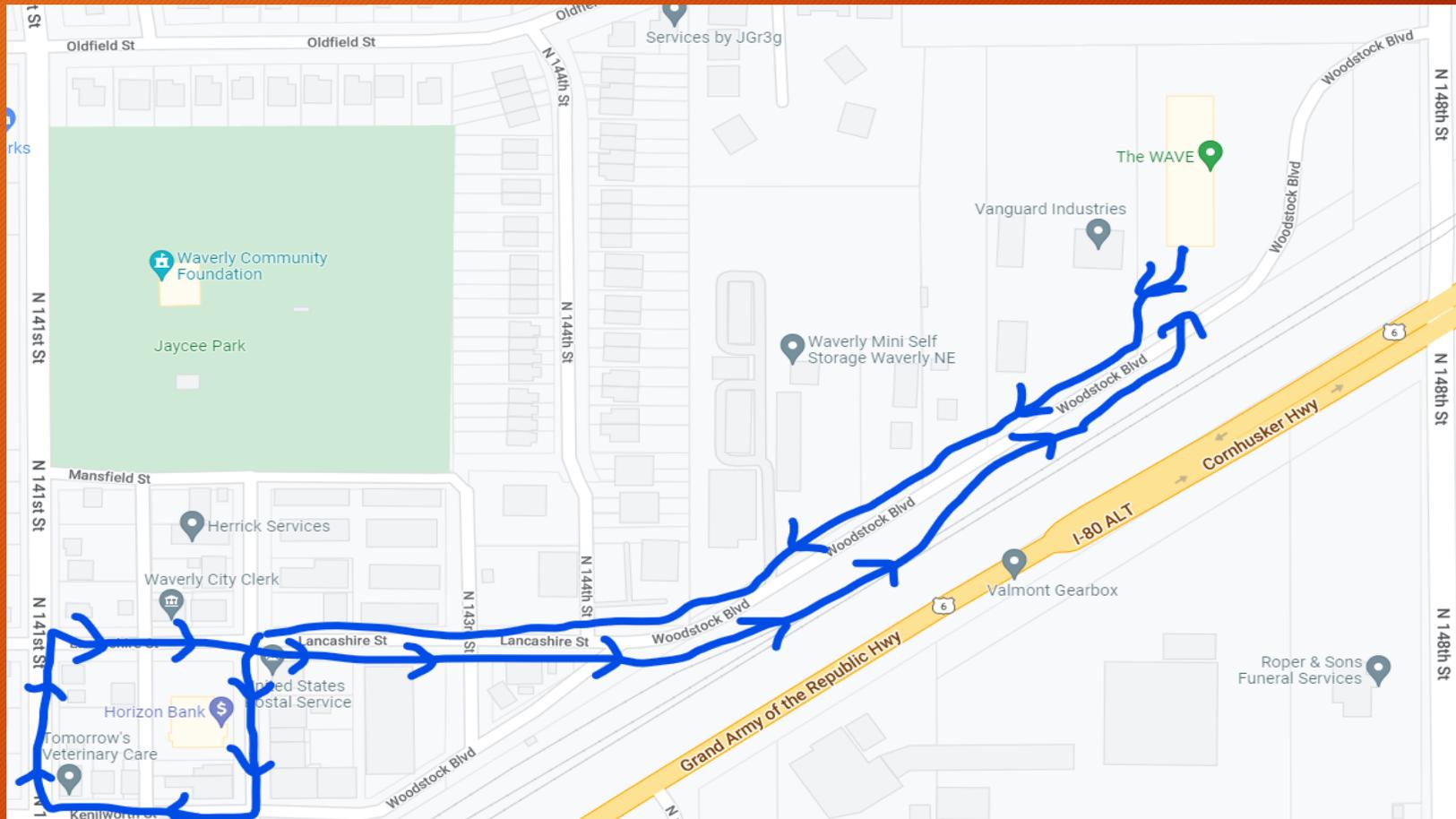
# What is the Hen Hustle?

- 1 Mile/5Kish (3.10 miles) Fun Run
  - Not a timed/chipped event
- Thanksgiving Day, November 23, 2023
  - Location for the start/end is The Wave
  - 8:30 AM start time
  - Should weather not cooperate, race reduced to 1 mile fun run and participants will still be able to come to The Wave and receive their t-shirt and breakfast snacks.
- \$25 Registration Fee/\$30 after November 1<sup>st</sup>
  - Receive t-shirt and breakfast snacks at The Wave after race
- Proceeds donated to the Waverly School District 145 Backpack Program:
  - 2021 - \$1600
  - 2022 - \$2600
  - District 145 currently serves 29 families, and it costs approx. \$250/family per school year
- Top finishers in each group will receive goodies donated by local bakeries

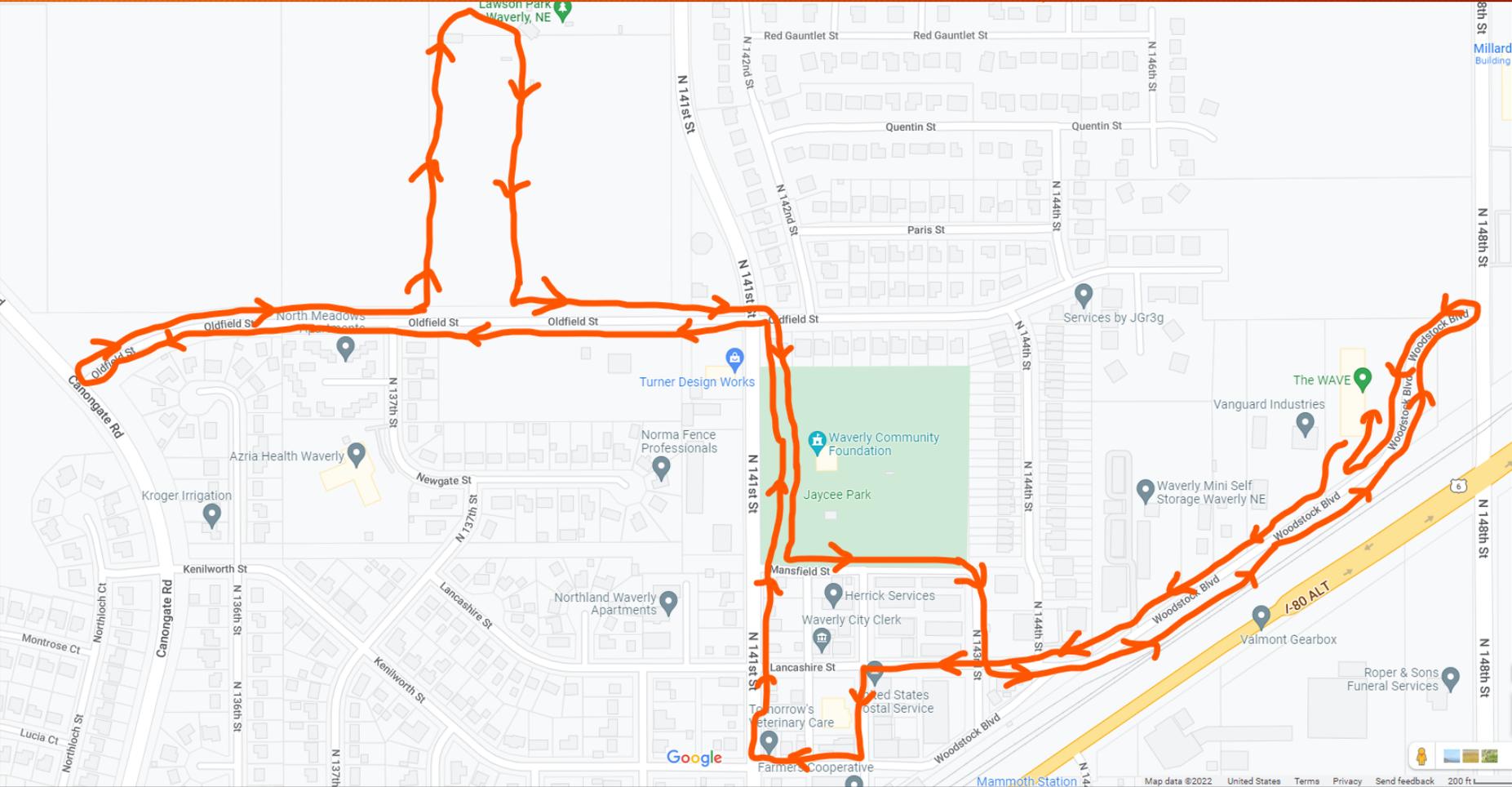
# Race Routes - 1 mile and 5K'ish

- Volunteers and directional signage/flags along route
- Request to close the following streets between 8:20am and 9:30am on Thanksgiving Day morning:
  - Oldfield Street between Cannongate and 141<sup>st</sup> Street, which will help reduce dust for the runners.
  - If possible: Woodstock Blvd between N 144<sup>th</sup> and 148<sup>th</sup> Streets
- Volunteers on route will wear safety vests/bright tops and will direct traffic in major roads
- Will have a bike riders at the beginning and end of participants to assist with the route

# 1 Mile Hen Hustle Race Route



# 5K'ish Hen Hustle Race Route



# Community Support

- Many local businesses have contributed donations and/or goods for the support of this event with proceeds going to a very worthy cause in the Waverly School District 145 Backpack Program.
- The Wave has volunteered the use of their facilities for the event, so we have indoor space should the weather not cooperate, as well as indoor restroom facilities.
- We anticipate the event to be completed by 11:00AM

**ORDINANCE NO. 23-16**

AN ORDINANCE TO ADOPT THE STANDARDS AND REGULATIONS OF LINCOLN-LANCASTER COUNTY HEALTH DEPARTMENT REGARDING ON-SITE WASTEWATER TREATMENT SYSTEMS, SOLID WASTE, INSPECTION OF ON-SITE WATER SUPPLY SYSTEMS, AND WASTEWATER TREATMENT SYSTEMS PRIOR TO THE SALE, TRANSFER OR CONVEYANCE OF PROPERTY, AND AIR POLLUTION CONTROL, IN ORDER TO MEET THE REQUIREMENTS FOR AN INTERLOCAL AGREEMENT WITH THE LINCOLN-LANCASTER COUNTY HEALTH DEPARTMENT FOR THE PURPOSE OF PROVIDING HEALTH REGULATION INSPECTION AND ENFORCEMENT WITHIN THE CORPORATE LIMITS AND EXTRA-TERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAVERLY, NEBRASKA, WHICH AGREEMENT IS TO BE APPROVED AND ADOPTED; TO REPEAL CONFLICTING ORDINANCES AND CODE PROVISIONS; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR AN EFFECTIVE DATE THEREOF.

WHEREAS, the City of Waverly (“City”) has adopted Resolution No. ~~23-16~~23, executing the Interlocal Agreement with the City of Lincoln on behalf of the Lincoln-Lancaster County Health Department for the purpose of providing health regulation inspection and enforcement within the corporate limits and extra-territorial jurisdiction of the City;

**Commented [SM1]:** Make sure this is aligned with the Resolution number. Currently it is 23-23

WHEREAS, the City finds it expedient and in the public interest to amend Code §                      32.003 and adopt and incorporate certain resolutions of Lancaster County for purposes of carrying out that Interlocal Agreement;

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF WAVERLY, NEBRASKA;

**Section 1.** Section 32.003 shall be amended to read as follows:

(1) The Governing Body shall contract with Lincoln/Lancaster County Health Department (“Health Department”) for the services of the Health Department, for the purposes of enforcement of any ordinance which the City would require the involvement of the Board of Health. The Health Department shall be deemed to be the Board of Health of the City of Waverly and shall have full power to act as such with respect to enforcement of any ordinance. It shall be the duty of the Health Department to advise the City and investigate the occurrence of nuisances within the Municipality relating to matters which affect the health and safety of the people. The Health Department shall regularly inspect such premises and businesses as the Governing Body may direct. The Health Department shall be responsible for making such reports and performing such other duties as the Governing Body may, from time to time, designate. (Ref. 17-121 RS Neb.) (Amended by Ord. No. 84-2, 4/23/84)

**Section 1.(2)**—Except as provided by specific amendment, the standards and regulations set forth in Lancaster County Onsite Wastewater Treatment System Resolution R-15-0004, as amended by R-22-0014, as amended by R-22-0086 (~~Exhibit A~~); Lancaster County Solid Waste Resolution R-87-4308 (~~Exhibit B~~); Lancaster County Property Transfer Resolution R-13-0064, as amended by R-22-0013, as amended by R-22-0084 (~~Exhibit C~~); and Lancaster County Air Pollution Control Resolution R-13-0073, as amended by R-22-0085 (~~Exhibit D~~); copies of which are attached hereto and incorporated herein by this reference, and as amended from time to time, are hereby adopted by reference and incorporated into the City of Waverly ordinances and municipal code.

Section 2.3—The Interlocal Agreement (Resolution No. ~~23-16~~23) between the City of Lincoln, Nebraska, on behalf of the Lincoln-Lancaster County Health Department, and the City ~~Nebraska~~, for the purpose of providing health regulation inspection and enforcement within the corporate limits and extra-territorial jurisdiction of the City ~~of Waverly~~, ~~drafted dated~~ August 20, 2023, as amended, is hereby approved and adopted by the City ~~of Waverly~~, a copy which is attached hereto (~~Exhibit E~~) and incorporated herein by this reference.

**Commented [SM2]:** Make sure this is aligned with the reference above.

Section 23. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting in pamphlet form as required by law.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
William D. Gerdes, Mayor

ATTEST:

\_\_\_\_\_  
Megan K. Frye, City Clerk/Deputy Treasurer

(SEAL)

EXHIBIT A

Lancaster County Onsite Wastewater Treatment System Resolution R-15-0004,  
as amended by R-22-0014, as amended by R-22-0086

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF LANCASTER COUNTY, NEBRASKA

IN THE MATTER OF AMENDING VARIOUS )  
SECTIONS OF COUNTY RESOLUTION NO. )  
R-13-0062, PROCEDURES FOR THE ) RESOLUTION NO. **R - 15 - 0004 ..**  
REGULATION OF ON-SITE WASTEWATER )  
TREATMENT SYSTEMS IN LANCASTER )  
COUNTY, AS PROVIDED IN ATTACHMENT )  
"A," AND RESCINDING COUNTY )  
RESOLUTION NO. R-02-31 )

WHEREAS, pursuant to Neb. Rev. Stat. §23-174.10 (Reissue 2012), the Lancaster County Board of Commissioners adopted procedures for the regulation of on-site wastewater treatment systems in Lancaster County on April 2, 2002, under County Resolution No. 02-31 and on October 15, 2013, under County Resolution No. R-13-0062; and

WHEREAS, the Lincoln-Lancaster County Health Department has recommended various amendments to the procedures for regulating on-site wastewater treatment permits, as provided in Attachment "A," attached hereto and incorporated by this reference; and

WHEREAS, the Lincoln-Lancaster County Health Department has recommended rescinding County Resolution R-02-31, Design Standards for the Regulation of Onsite Wastewater Treatment Systems in Lancaster County, as Attachment "A," incorporates the Nebraska Department of Environmental Quality (NDEQ) Title 124 – Rules and Regulations for the Design, Operation and Maintenance of Onsite Wastewater Treatment Systems; and

WHEREAS, on January 13, 2015, the Board of Commissioners of Lancaster County, Nebraska, conducted a public hearing regarding the adoption of the amendments to County Resolution No. R-13-0062, Regulating On-Site Wastewater Treatment Systems, as provided in Attachment "A"; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Lancaster County, the amendments to County Resolution No. R-13-0062, Regulating On-Site Wastewater Treatment Systems, as provided in Attachment "A," are hereby adopted, and shall become effective January 13, 2015.

BE IT FURTHER RESOLVED, by the Board of County Commissioners of Lancaster County that County Resolution No. R-02-31, Design Standards for the Regulation of Onsite Wastewater Treatment Systems in Lancaster County is hereby rescinded.

BE IT FURTHER RESOLVED that a copy of this resolution be placed on file in the office of the County Clerk.

DATED this 13 day of January, 2015, in the County-City Building, Lincoln, Lancaster County, Nebraska.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF  
LANCASTER COUNTY, NEBRASKA

Todd Watkins  
De Schroyer  
Kevin D. [unclear]  
Bill Aley  
Hudkins Absent

APPROVED AS TO FORM  
this 13 day of  
January, 2015.

Devin Behrus  
Deputy County Attorney  
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## **REGULATING ON-SITE WASTEWATER TREATMENT SYSTEMS**

The procedures outline herein define and regulate on-site wastewater treatment systems within the unincorporated areas in Lancaster County outside of the incorporated cities and villages and their jurisdictional areas, requiring maintenance and operation of individual sewage disposal systems; authorizing the issuance of permits and certificates; and to repeal any previous resolution or section thereof in conflict herewith; providing for penalties for violations and declaring an emergency.

### **Section I. PURPOSE**

The Board of County Commissioners finds that properly planned, constructed, installed, operated and maintained on-site wastewater treatment systems:

- A. Promote the health and welfare of the citizens of Lancaster County by preventing the pollution of ground and surface water;
- B. Prevent nuisance;
- C. Eliminate hazards to the public health by minimizing pollution of water supplies and hazards to recreational areas; and
- D. Minimize disease transmission potential.

It is, therefore, declared to be the public policy of Lancaster County to eliminate and prevent health and safety hazards by regulating the design, construction, installation, operation, and maintenance of on-site wastewater treatment systems, requiring registration of those who clean systems and dispose of wastes therefrom; and providing penalties for violations

### **Section II. DEFINITIONS**

**CERTIFIED PROFESSIONAL** shall mean a private onsite wastewater treatment system professional certified under the Nebraska Private Onsite Wastewater Treatment System Contractors Certification and System Registration Act to perform the tasks defined in Nebraska Title 124, Chapter 20, for which the certification has been issued.

**CHEMICAL TOILET** shall mean a portable structure containing toilet facilities which discharge into a holding tank containing bactericidal liquid.

**CLEANER** shall mean a person who removes and transports for disposal the contents, including sludge and septage, from on-site wastewater treatment systems, wastewater lagoons, or wastewater works as defined hereinafter or who hauls special or industrial wastes of a liquid nature or of a nature that it can be pumped.

**COMMUNITY SEWAGE SYSTEM** shall mean a wastewater works.

**COUNTY** shall mean the County of Lancaster, Nebraska

**DEPARTMENT** shall mean the Lincoln-Lancaster County Health Department ~~hereinafter referred to as LLCHD.~~

**DEVELOPMENT AREA** shall mean an area of land subdivided into lots where an on-site wastewater treatment system will be used. Such subdivision shall include the dividing of an area of land into smaller areas to be sold, transferred, leased, rented, or allowed to be used for the purpose of constructing or locating a dwelling, ~~establishment, or other development feature or non-dwelling facility~~ that generates wastewater.

**DOMESTIC WASTEWATER** or **DOMESTIC WASTEWATER** shall mean human body waste and household type wastes including bath and toilet wastes, laundry wastes, kitchen wastes, and other similar wastes from a ~~dwellings and establishments, or a non-dwelling facility.~~ Domestic Waste or wastewater does not include drainage from roofs; footing or foundation drains; process waste from any industrial, agricultural, or commercial establishment; automotive or industrial chemicals or petroleum products; kitchen waste or wastewater from a restaurant or food preparation facility; water carrying animal waste or commercial process water or wastewater; or similar waste.

**GROUND WATER** shall mean water occurring beneath the surface of the ground that fills available openings in rock or soil materials such that they may be considered saturated.

**HEALTH DIRECTOR** shall mean the Director of Health of the Lincoln-Lancaster County Health Department or his or her authorized representative.

**INDUSTRIAL WASTES** shall mean wastewater not otherwise defined as domestic wastewater, including the runoff and leachate from areas that received pollutants associated with industrial or commercial storage, handling or processing.

**INSPECTOR** ~~shall mean a certified professional holding a certificate issued by the Nebraska Department of Environmental Quality in the category of Inspector Specialist and is validly registered as an Inspector, pursuant to Section IX.~~

**JOURNEYMAN INSTALLER** ~~shall mean any person who is a certified professional holding a certificate issued by the Nebraska Department of Environmental Quality in the category of Journeyman Installer and is validly registered as a Journeyman Installer, pursuant to Section IX and who is employed by and works under the general supervision of a Master Installer.~~

**LAYOUT SPECIALIST** shall mean a certified professional holding a certificate issued by the Nebraska Department of Environmental Quality in the category of Layout Specialist and is validly registered as a Layout Specialist, pursuant to Section IX.

**LOT** shall have the same definition of the term "lot, buildable" as set forth in the "Revised Zoning Resolution of Lancaster County Article 2 Definitions Section 231."

~~**MASTER INSTALLER** shall mean any person who is a certified professional holding a certificate issued by the Nebraska Department of Environmental Quality in the category of Master Installer and is validly registered as a Master Installer, pursuant to Section IX.~~

**NON-STANDARD ON-SITE WASTEWATER TREATMENT SYSTEM** shall mean a system which does not meet the requirements of design standards adopted pursuant to this chapter or generates over 1,000 gallons per day.

~~**ON-SITE WASTEWATER TREATMENT SYSTEM** shall mean any system of piping, treatment devices, or other appurtenances that convey, store, treat, or dispose of domestic or non-domestic wastewater, but not including wastewater from a livestock waste control facility, on the property where it originates, or on nearby property under the control of the user, where the system is not connected to a wastewater works, public sewer system. All systems are limited to a maximum size of 1000 gallons per day to be considered an on-site wastewater treatment system. An onsite wastewater treatment system begins at the end of the building drain. A system using a lagoon is limited to a maximum design flow of 1,000 gallons per day to be considered an onsite wastewater treatment system. The word "onsite" used in this resolution is equivalent to the word "on-site".~~

**PERSON** shall mean an individual, firm, partnership, company, corporation, trustee, association, organization, or other public or private entity.

**PRIVY OR EARTH PIT PRIVY** shall mean a device or structure for the disposal of human excreta in a pit in the earth; the pit is covered by a structure affording privacy and shelter and containing a riser and seat.

~~**PROFESSIONAL ENGINEER** shall mean a person licensed by the State of Nebraska as a Professional Engineer.~~

~~**REGISTERED ENVIRONMENTAL HEALTH SPECIALIST** shall mean a person who has the educational requirements and experience in the field of environmental sanitation required by Nebraska Revised Statutes 71-3703 and is registered with the Nebraska Board of Registration for Environmental Health Specialists in accordance with Nebraska Revised Statutes 71-3702 through 71-3715.~~

**REPAIR** shall mean the correction of a mechanical, electrical, or minor structural defect in an existing onsite wastewater system component such as, but not limited to, sealing a crack in a tank lid, repairing or replacing a tank baffle or access manhole riser, repairing or replacing a pump or electrical switch, leveling a distribution box, replacing a building sewer pipe, or replacing a cracked pipe between the septic tank and soil absorption system. Repair does not include replacement, reconstruction or modification of a tank or soil absorption system; extension or enlargement of a soil absorption component and system; replacement of a distribution pipe; or repair or replacement of a metal or concrete block tank.

**SEPTAGE** shall mean those solids and liquids removed during periodic cleaning of a septic tank.

**SEPTIC TANK** shall mean a watertight covered receptacle designed and constructed to receive wastewater from a building sewer, separate solids from liquids, digest organic matter, store digested solids through a period of detention, and allow the clarified liquid to discharge to a soil absorption system or other approved system.

**SITE EVALUATOR** shall mean a certified professional holding a certificate issued by the Nebraska Department of Environmental Quality in the category of Site Evaluator Specialist and is validly registered as a Site Evaluator, pursuant to Section IX.

**SOIL EVALUATOR** shall mean a certified professional holding a certificate issued by the Nebraska Department of Environmental Quality in the category of Soil Evaluator Specialist and is validly registered as a Soil Evaluator, pursuant to Section IX.

**SLUDGE** shall mean the accumulated settled solids deposited from wastewater and containing water to form a semi-liquid mass.

**STANDARD ON-SITE WASTEWATER TREATMENT SYSTEM** shall mean a system which meets the requirements of this resolution and design standards and regulations adopted pursuant to this resolution.

**TANK** shall mean a watertight structure or container used to hold wastewater for such purposes as aeration, dilution, disinfection, equalization, mixing, sedimentation, storage, collection for transport, treatment, or addition of chemicals.

**THREE-MILE ZONE** shall mean that area within three miles of the corporate limits of the City of Lincoln.

**WASTEWATER LAGOON** shall mean a shallow body of water in which organic wastes are decomposed by bacteria in the presence of free oxygen and which meets the requirements of this resolution and standards and regulations adopted pursuant to this resolution.

**WASTEWATER WORKS** shall mean facilities for collecting, transporting, pumping and treating wastewater and the disposal of treated effluent and sludges.

**WATERS OF THE STATE** shall mean all waters within the jurisdiction of this state, including all streams, lakes, ponds, impounding reservoirs, marshes, wetlands, water courses, waterways, wells, springs, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground natural or artificial, public or private, situated wholly or partly within or bordering upon the state.

### **Section III. REQUIREMENTS FOR ON-SITE WASTEWATER TREATMENT SYSTEMS.**

Minimum requirements are hereby prescribed in this resolution together with design standards and regulations adopted pursuant to this resolution governing the design, construction, installation, operation, and maintenance of on-site wastewater treatment systems. All standards

and regulations for the design, operation and maintenance of on-site wastewater treatment systems referred to herein shall be ~~adopted and amended by the County Board by resolution, filed with the County Clerk. Except as hereinafter provided by specific amendment, the standards and regulations set forth in Neb. Rev. Stat. §§ 81-1505(8), and Nebraska Department of Environmental Quality, Title 124 Rules and Regulations For The Design, Operation and Maintenance of Onsite Wastewater Treatment Systems chapter 1, chapters 5 through 19, and chapter 20 sections 001 to 006, as amended from time to time, are hereby adopted by reference and incorporated into this resolution.~~ No person shall construct an on-site wastewater treatment system on a property which is less than three (3) acres in size. No person shall construct, alter, extend, operate, or clean any on-site wastewater treatment system within the County of Lancaster contrary to the provisions of this resolution or design standards adopted pursuant to this resolution; no privies shall be constructed or installed for use after the effective date of the ordinance codified in this resolution. Any on-site wastewater treatment system that does not conform to the requirements of this resolution and design standards adopted pursuant to this resolution shall be designed by a Registered Master Installer or Professional Engineer (P.E.) licensed in the State of Nebraska as defined by the Title 124 of the Nebraska Administrative Code.

#### **Section IV. ON-SITE WASTEWATER TREATMENT SYSTEMS; CONSTRUCTION PERMIT; ALTERATION PERMIT.**

No person shall construct a new on-site wastewater treatment system or cause the same to be done without an on-site wastewater treatment system construction permit issued by the Health Director, ~~to the owner or lessee of the lot on which the work is to be done, and on the condition that he be responsible for all of the labor in connection with the job.~~ No person shall resize or alter the dike of a lagoon, replace tanks, soil absorption, infiltrative or evaporative systems, or extend the laterals to an existing system or cause the same to be done without an on-site wastewater treatment system alteration repair permit issued by the Health Director, ~~to the owner or lessee of the lot property on which the work is to be done. A repair permit is not needed to repair existing structural components, including distribution boxes, mechanical devices, pumps, blowers and electrical equipment.~~ An alteration permit shall not be required for a repair as defined in this resolution.

- A. Application for a permit to construct or alter repair an on-site wastewater treatment system shall be submitted to the Health Director on forms furnished by the Health Director and shall include information as required by Section 4 of the Design Standards, information specified in the application form, and any other necessary information to determine whether the construction, alteration, or extension will conform to the provisions of this resolution and the design standards adopted pursuant to this resolution. The application shall include evidence to demonstrate to the satisfaction of the Health Director that there is no community sewer (wastewater works) or other part of the community sewage system within 300 feet of such building or premises into which the sewage can be discharged.
- B. When, upon review of the application, the Health Director determines that the proposed design meets the requirements of this chapter and all applicable fees have been paid, a written construction or alteration repair permit shall be issued.

- C. The on-site wastewater treatment system must be constructed according to the Health Director approved design.
- D. When, upon review of the application, the Health Director determines the proposed design does not meet the requirements of this resolution, or soil or geological conditions are such as to preclude safe and proper operation of the desired installation or installations, a construction or alteration repair permit shall be denied.
- E. A construction or alteration repair permit shall be valid for one year after the date of issuance. A construction or alteration repair permit can be extended for a period of six months with the payment of applicable fees.

**Section V. REQUIREMENTS FOR CERTIFICATION TO CONSTRUCT ON-SITE WASTEWATER TREATMENT SYSTEM.**

~~After October 1, 2002, it shall be unlawful for any person other than a registered Master Installer or a registered Journeyman Installer to construct any on-site wastewater treatment system or similar waste treatment, holding, or disposal facility; or replace tanks, soil absorption, infiltrative or evaporative systems; to cause the same to be done. No such work shall be performed unless a registered Master Installer or Journeyman Installer is present on-site. No person other than a Certified Professional or a person under their direct supervision who holds a valid registration certificate issued by the Health Director may engage in the inspection, pumping, siting, layout, construction, reconstruction, alteration, modification, closure or otherwise changing of an onsite wastewater treatment system~~

**Section VI. RESERVED**

**Section VII. REGISTRATION OF CERTIFIED PROFESSIONALS; APPLICATION.**

~~After October 1, 2002, Application for a certificate of registration of a Master Installer, Journeyman Installer, Inspector, Layout Specialist, Site Evaluator, or Soil Evaluator Certified Professional shall be made to the Health Director on forms furnished by the Health Director for such purpose. Such forms shall require the name, address, business address, daytime phone number of the applicant, which certificate of registration the applicant is applying for, and such other relevant information as may be required by the Health Director. The applicant shall complete the required forms.~~

**Section VIII. REGISTRATION OF CERTIFIED PROFESSIONALS; REQUIREMENTS.**

- A. Before a registration certificate shall be issued, the applicant, ~~after October 1, 2002,~~ shall be required to satisfactorily complete a training and testing program approved by the Health Director to determine their qualifications and fitness for executing the work ~~necessary for to be performed by a Master Installer, Journeyman Installer, Inspector, Layout Specialist, Site Evaluator, or Soil Evaluator. Certified Professional.~~ The Health Director shall issue a registration certificate if:
  - 1. The applicant has properly completed the required application forms;

2. The registration fee has been paid pursuant to Section XIII;
  3. The training and testing program has been satisfactorily completed;
  4. The applicant agrees to update all pertinent registration data as it changes, including applicant's address, business address, daytime phone number, and such other information as the Health Director requires.
- B. Once issued, said registration certificate shall ~~remain in force~~ be valid for two years from its date of issue, except that the certificate may be revoked as provided for in Section IX.

**Section IX. CERTIFICATION OF REGISTRATION; REVOCATION.**

- A. The Health Director, after conducting a hearing as herein provided, shall have the power to revoke the certificate of registration of a ~~Master Installer, Journeyman Installer, Inspector, Layout Specialist, Site Evaluator, or Soil Evaluator~~ Certified Professional registered pursuant to this title if the same was obtained by error or fraud, or if the holder thereof is shown to be no longer qualified, or if such holder fails to comply with the provisions of law.
- B. Where the Health Director has reason to believe a revocation of a ~~registered~~ Certified Professional's ~~Master Installer, Journeyman Installer, Inspector, Layout Specialist, Site Evaluator, or Soil Evaluator~~ certificate of registration is warranted, the Health Director may serve written notice as follows:
1. By personal service to the ~~registrant installer~~ Certified Professional, or
  2. By certified mail, postage prepaid, return receipt requested to the ~~registrant's~~ Certified Professional's last known business address.
- C. The person making personal service may provide a written declaration under penalty of perjury identifying the person served and the time, date and manner of service as proof of service.
- D. The notice shall set forth a time, place and date for said hearing before the Health Director and shall identify the facts alleged to constitute revocation of the certificate of registration.
- E. The Health Director shall conduct hearings within ten days of the date of notice.
- F. The Health Director may appoint a suitable hearing officer to hear the matter. Such hearing officer shall make recommendations based on the evidence adduced at the hearing for the Health Director's final determination of the matter.
- G. The hearing need not be conducted according to the technical rules of evidence relating to evidence and witnesses. At such hearing, the Health Director and all parties concerned may:
1. Call and examine witnesses on any matter relevant to the issues of the hearing;
  2. Introduce documentary and physical evidence;

3. Cross-examine opposing witnesses on any matters relevant to the issues of the hearing; and
4. Rebut evidence.

The Health Director shall, within ten days after the hearing, render a final written decision, setting forth his or her findings and conclusions. If a certificate is revoked, holder of the same shall not apply for a new registration until one year after the date of such revocation. Decisions of the Health Director are final and may be appealed to the District Court as provided by state law.

#### **Section X. INSPECTIONS.**

It shall be the duty of the holder of a permit issued pursuant to Section IV Certified Professional acting as a representative of the property owner to notify the Health Director when the installation is ready for inspection. The Health Director may make inspections during construction to determine compliance with this resolution. No part of any installation shall be covered until inspected or given final written approval by the Health Director. If any part of an installation has been covered prior to final approval, the Health Director may order it uncovered or require probing, excavation, or any other reasonable action necessary to assure the system meets the requirements of this resolution. Final written approval of the system as constructed, or altered, or repaired shall not be given until all pertinent data required has been submitted

#### **Section XI. RESERVED ANNUAL OPERATING PERMIT FOR NON-STANDARD ON-SITE WASTEWATER SYSTEM.**

~~No person shall operate or utilize a non-standard on-site wastewater system without first obtaining an operating permit for each non-standard on-site wastewater treatment system. Applications for the operating permit shall be submitted to the Health Director on forms furnished by the Health Director and shall include a signed written assurance from the owner that the system is in proper operating condition, and shall be accompanied with payment of the annual operating fee. Upon receipt and review of applications submitted in the proper form and with all pertinent information as determined by the Health Director, and payment of the fee, the Health Director shall cause an operating permit to be issued to the applicant.~~

#### **Section XII. CLEANER'S AND LIQUID WASTE HAULER'S PERMIT.**

No person shall engage in the business or the act of cleaning on-site wastewater treatment systems or similar waste facilities and community sewage systems, or hauling and disposing of the waste therefrom without a permit issued by the Health Director as provided below. In addition, no person shall engage in the business or the act of hauling or disposing of any liquid waste or waste of a nature that it can be pumped, including industrial wastes and wastewater, industrial wastewater, or special waste without a permit issued by the Health Director. Any permit issued pursuant to this section shall not be transferable, shall be issued on an annual basis (all such permits expire on May 31 of each year) and shall remain in force upon payment of the annual fee so long as the registrant complies with the applicable requirements of this resolution. Any person may file an application for a permit under this section with the Health Director in writing upon forms provided for that purpose by the County. The Health Director shall issue such permit upon the completion and filing of such forms at the Health Department and upon

compliance by the applicant with the terms and conditions of this section and any other applicable law. Failure of the registrant to comply with all the applicable requirements of this resolution shall be sufficient grounds for revocation or denial of such permit by the Health Director. No permit shall be granted to any such applicant until such applicant shall execute and file with the County Clerk a bond in the sum of \$500.00 with one or more sufficient sureties thereon to be approved by the County Attorney, which bond indemnifies and saves harmless the county from any damage or injury due to any act of such applicant. At all times the permittee shall act in accordance with the following requirements:

- A. The name, address and permit number of the permittee shall be legibly lettered with not less than three-inch high letters on the cab doors on both sides of each vehicle used for permitted purposes.
- B. Every vehicle used in conjunction with the activities for which a permit has been issued shall be suitably equipped for the safe transport and disposal of the applicable waste. Tank trucks or vehicles shall be equipped with a completely enclosed watertight tank or body and be maintained in a clean, well-painted, and sanitary condition and stored, when not in use, in a building provided for that purpose. Sewage wastes shall not be transported in an open-body vehicle. All tanks on vehicles shall be cleaned immediately following each use.
- C. All tanks, pumps, hose lines, containers, and other appurtenances shall be maintained and secured at all times so as to prevent rupture, damage, or leakage.
- D. The permittee shall obtain approval from the Health Director for every site at which the permittee plans to dispose of the waste material collected. Such approval may be in the form of a valid special waste permit. Waste material collected by the permittee shall not be discharged into ditches, watercourses, lakes, ponds, or at any point where it can pollute any water supply, recreation area, or where it may create a nuisance or health hazard.

Any person authorized by Lancaster County to engage in activities otherwise requiring a permit under this section shall not be required to obtain a separate permit.

**Section XIII. FEES.**

**SCHEDULE OF COSTS FOR SEPTEMBER 1, 2014 TO AUGUST 31, 2015**

The following fees for permits are required:

- A. On-site wastewater treatment system construction permit fee
 

Standard System .....	\$375.00
<del>Non-standard System .....</del>	<del>\$540.00</del>
- B. On-site wastewater treatment system ~~repair~~ alteration permit fee ..... \$205.00
- C. Cleaner's permit (annual) ..... \$420.00  
 This permit is issued on an annual basis, expires on May 31 of each year, and is renewable on payment of the annual fee and demonstrated compliance with the requirements of this resolution.
- D. Any person who secures a registration certificate pursuant to this resolution, including the following:

Certified Professional .....	\$35.00
1. Master Installer	
2. Journeyman Installer	
3. Inspector	
4. Soil Evaluator	
5. Multiple category	
E. Permit Extension Fee.....	\$110.00
F. Variance Fee.....	\$205.00
G. Reinstatement Fee .....	\$205.00
H. Development area review fees	
A base fee and a per lot fee shall be paid for Health Director review of any development area as follows:	
Base Fee .....	\$375.00
Per Lot Fee .....	\$30.00
Maximum combined base fee and per lot fee.....	\$1,270.00
I. All fees are payable to the Lincoln-Lancaster County Health Department and shall be credited to the Health Fund. <del>No fees will be refunded</del>	

**SCHEDULE OF COSTS FOR SEPTEMBER 1, 2015 TO AUGUST 31, 2016**

The following fees for permits are required:

A. On-site wastewater treatment system construction permit fee	
Standard System .....	\$385.00
B. On-site wastewater treatment system repair permit fee .....	\$210.00
C. Cleaner's permit (annual) .....	\$430.00
This permit is issued on an annual basis, expires on May 31 of each year, and is renewable on payment of the annual fee and demonstrated compliance with the requirements of this resolution.	
D. Any person who secures a registration certificate pursuant to this resolution, including the following:	
Certified Professional .....	\$35.00
E. Permit Extension Fee.....	\$110.00
F. Variance Fee.....	\$210.00
G. Reinstatement Fee .....	\$210.00
H. Development area review fees	
A base fee and a per lot fee shall be paid for Health Director review of any development area as follows:	
Base Fee .....	\$385.00
Per Lot Fee .....	\$30.00
Maximum combined base fee and per lot fee.....	\$1,305.00
I. All fees are payable to the Lincoln-Lancaster County Health Department and shall be credited to the Health Fund.	

**Section XIV. GENERAL PROVISIONS.**

- A. Sewage from any building or premises shall be discharged directly into the community ~~sewerage~~ sewage system when the system is available and within 300 feet from the building or premises measured along a street, alley, or easement to the encasement of the

sewer system. Availability shall be determined by the community sewage system owner or operator.

- B. When the conditions of "A" above do not exist, an on-site wastewater treatment system, except privies and the restricted use of chemical toilets, may be used.
- C. Whenever conditions change and the conditions of "A" above can be met, an on-site wastewater treatment system existing at that time shall be abandoned and the building or premises served shall discharge its sewage directly into the community sewage system; such connection to the community ~~sewerage-sewage~~ system shall be accomplished in compliance with the applicable plumbing regulations, and shall be completed within six months of the day the community sewage system becomes available.
- D. Any person who abandons or discontinues the use of an on-site wastewater treatment system shall, within thirty days of the abandonment or discontinuance of use, have the contents of tanks or pits or such systems removed and disposed of in compliance with Section 17 of the design standards adopted pursuant to this resolution. Any part of a discontinued system shall be abandoned in such a manner as not to create a health or safety hazard

#### **Section XV. DESIGN STANDARDS AND REGULATIONS.**

~~All~~ On-site wastewater treatment systems shall be constructed, altered or repaired in conformance with this resolution and the design standards and regulations adopted pursuant to this resolution governing the design standards, construction, operation, and maintenance of on-site wastewater treatment systems.

#### **Section XVI. CHEMICAL TOILETS.**

Chemical toilets may be used only on a temporary basis under the following conditions or circumstances: when water-carriage systems are not available (such as construction projects, emergencies, or similar situations), and where there is no prohibitive ordinance or resolution.

When permitted, chemical toilets shall comply with the following constructional and operational details:

##### **A. CONSTRUCTION DETAILS.**

1. Provide a leakproof receiving tank of acid-resisting material with an opening easily accessible for cleaning.
2. The bowl must be constructed of nonabsorbent material and be sufficiently elevated above the receiving basin.
3. The tank and bowl shall be vented with at least a three-inch pipe, extending above the roof line of the superstructure.

##### **B. OPERATIONAL DETAILS.**

1. The facility shall be maintained in a sanitary condition so as not to create a health hazard or nuisance.
2. The tank shall be recharged at proper intervals, with chemicals of a bactericidal nature and concentration.
3. Contents of the chemical toilet shall be removed as often as may be required or whenever the contents are within six inches of the underside of the floor.
4. Chemical toilet waste shall be disposed of in compliance with Section VII of this resolution. Only persons holding a cleaner's registration certificate pursuant to this resolution shall be allowed to collect and transport chemical toilet waste.

#### **Section XVII. NON-STANDARD ON-SITE WASTEWATER TREATMENT SYSTEMS.**

Other types of on-site wastewater treatment systems which do not meet the requirements of this resolution or the design standards adopted pursuant to this resolution, or which generate over 1,000 gallons per day, shall be reviewed and approved or disapproved by the Health Director, ~~on a separate basis. Such systems must be designed by a Professional Engineer licensed in the State of Nebraska.~~ Information describing such other types of on-site wastewater treatment systems shall be submitted on application forms with all information as required in Section IV, and any additional information the Health Director deems necessary to determine if the on-site wastewater treatment system will treat sewage adequately to protect the public's health and safety, prevent nuisance conditions, and prevent pollution of air, land and waters of the state. ~~When additional information is provided or requested, three sets shall be submitted to the Health Director including stamped and signed drawings.~~ The non-standard on-site wastewater treatment system shall be constructed according to the Health Director approved design. The Health Director may require, as a condition of approval, groundwater monitoring for any on-site wastewater treatment system if there is a significant potential for groundwater pollution. The Health Director may require, as a condition of approval, an operation and maintenance manual to insure proper operation of the on-site wastewater treatment system. The ~~permittee~~ property owner shall operate and maintain his/her on-site wastewater treatment system in compliance with this resolution and design standards adopted pursuant to this resolution. Fees shall be assessed as provided for in Section XIII.

#### **Section XVIII. OPERATION AND MAINTENANCE OF ON-SITE WASTEWATER TREATMENT SYSTEMS.**

~~All standard and non-standard~~ On-site wastewater treatment systems shall be operated and maintained so as not to create a nuisance or a health hazard and not to pollute air, land, or water, including but not limited to the following: the emission of offensive odors, pollution of water supplies and recreational areas, pollution of groundwater, surface waters, or waters of the state, affording access to untreated sewage by insects, rodents, or humans; the unregulated discharge of sewage onto the ground surface. Any person responsible for violation of the conditions described herein shall be subject to the penalties hereinafter set forth.

#### **Section XIX. INSPECTIONS AND ENFORCEMENT.**

The Health Director is hereby authorized and directed to make such inspections as are necessary to determine satisfactory compliance with this resolution and the design standards adopted pursuant to this resolution.

Upon presentation of proper credentials issued by the Board of County Commissioners, the Health Director may enter at reasonable times any building, structure, or premises in Lancaster County to determine compliance with the requirements of this resolution, and it shall be unlawful for any owner or occupier of the premises or person in charge of the premises to deny right of entry to the Health Director to make such inspection.

Whenever the Health Director has reasonable grounds for believing that there has been a violation of this resolution or the design standards adopted pursuant to this resolution, the Health Director shall give written notice to the person or persons alleged to be in violation. Such notice shall identify the provision of this resolution alleged to be violated and the facts alleged to constitute such violation. Should such violation create a nuisance or a health hazard, the Health Director may cause abatement of such conditions in accord with County Resolution 4308.

#### **Section XX. VARIANCE.**

~~Whenever it has been demonstrated to the Health Director that compliance with this resolution cannot be effectively and promptly made, the Health Director may grant a variance as provided in Section 3 of the design standards adopted pursuant to this resolution and after payment of applicable fees.~~

~~Any person who owns or is in control of any on-site wastewater treatment system or property on which an on-site wastewater treatment system exists or is proposed may apply to the Health Director for a variance from regulations and standards. Such variance request must be accompanied by the appropriate fee. The Director may grant such variance if he or she finds that:~~

- ~~A. The proposed variance will not substantially reduce the capability or capacity of the on-site wastewater treatment system to treat sewage;~~
- ~~B. The discharges occurring or proposed to occur do not (or will not) pose an imminent or substantial risk to public health or safety or create or contribute to pollution of air, land or water; and~~
- ~~C. Compliance with the regulations and standards from which variance is sought would produce serious hardship without equal or greater benefits to the public.~~

#### **Section XXI. STOP ORDERS.**

Whenever any on-site wastewater treatment system is being installed, replaced, extended or repaired contrary to the provisions of this resolution or design standards, the Health Director shall order the work stopped by notice served on any person or persons engaged in the doing or causing such work to be done, and any such work shall forthwith stop until the Health Director has authorized the work to proceed again.

#### **Section XXII. REVOCATION OR SUSPENSION OF PERMIT.**

Any permit granted under this resolution shall be subject to revocation or suspension in the following manner:

- A. The Health Director shall notify the property owner as provided in Section XXVI.

B. If the Health Director determines that the permit holder is in violation of this resolution or design standards adopted pursuant to this resolution, the Health Director may revoke the permit or the Health Director may suspend the permit for an appropriate period of time not to exceed ninety days.

C. The Health Director shall conduct the hearing in accordance with Section XXIII.

**Section XXIII. ENFORCEMENT HEARINGS.**

A. Unless this resolution provides otherwise, the Health Director shall conduct hearings allowed or required under this resolution as soon as practicable, but in no event later than:

1. Three (3) working days after a request for hearing under Section XXIV; or
2. Ten (10) working days after any other request.

B. The Health Director may appoint a suitable hearing officer to hear the matter. Such hearing officer shall make recommendations based on the evidence adduced at the hearing for the Health Director's final determination of the matter.

C. The hearing need not be conducted according to the technical rules relating to evidence and witnesses. The person requesting the hearing and the Health Director may:

1. Call and examine witnesses on any matter relevant to the issues of the hearing;
2. Introduce documentary and physical evidence;
3. Cross examine opposing witnesses on any matter relevant to the issues of the hearing;  
and
4. Rebut evidence.

D. The Health Director may uphold, reverse, or modify the act or findings prompting the request or the Health Director may take such other reasonable action as the Health Director may determine proper related to the request.

E. The Health Director shall make a final determination within ten (10) days after the hearing.

F. The Health Director's decision shall be final and binding upon the County and upon the person making the request. The Health Director's decision may be appealed to the district court as provided by state law.

**Section XXIV. IMMEDIATE SUSPENSION.**

A. The Health Director may suspend any permit issued under this resolution if the Health Director finds that a permit holder, installer, or other person in charge of constructing or operating an on-site wastewater treatment system is in serious violation of this chapter or permit conditions approved by the Health Director whereby such violation causes an imminent health hazard.

- B. The Health Director shall provide the notice required in Section XXVI. The suspension shall be effective immediately upon notice and the period of time shall not exceed 90 days.
- C. It shall be unlawful to operate or cause, permit or allow any permitted operations under a suspended permit after service upon the permit holder.

**Section XXV. APPLICATION FOR REINSTATEMENT AFTER SUSPENSION.**

- A. Any person whose permit has been suspended may apply for reinstatement of such permit. The application shall include a statement signed by the applicant that the conditions causing suspension of the permit have been corrected.
- B. The Health Director shall inspect or review the application as for a new permit except that the Health Director shall make the inspection within three working days after receiving the application for reinstatement and the applicable fees.
- C. The Health Director shall reissue the permit if the conditions causing suspension of the permit have been corrected. The permit shall be reinstated upon payment of any reinstatement fee provided in this resolution.
- D. Actions for reinstatement, hearing, or appeal shall not stay or delay the suspension provided in this section in any manner.

**Section XXVI. NOTICE; SERVICE.**

- A. The Health Director may serve notice authorized or required by this resolution as follows:
  - 1. By personal service to the permit holder, installer, or other person in charge of the on-site wastewater treatment system; or
  - 2. By certified mail, postage prepaid, return receipt requested to the permit holder's or permittee's last known address.
- B. The person making personal service may provide a written declaration under penalty of perjury identifying the person served and the time, date, and manner of service as proof of service.
- C. If the service is to a person other than the permit holder, the Health Director may send a copy of the notice to the permit holder by certified mail. The copy is not required as a part of the notice, and receipt of the copy does not affect the notice.
- D. The notice shall set forth a time, place and date for said hearing before the Health Director and shall identify the provisions of this resolution, design standard or permit condition alleged to be violated and the facts alleged to constitute such violation.

**Section XXVII. APPEAL.**

- A. Any person whose application for a permit under this resolution has been denied shall be notified in writing as to the reasons for denial and such person may within ten working days after official notification of such action file a written request for a hearing before the Health Director. Such hearing shall be held within ten working days after the receipt of the request by the Health Director and upon reasonable notice to the applicant. The Health Director shall affirm, modify, or revoke the denial, or issue the permit on the basis of the evidence presented at the hearing.
- B. Any person aggrieved by any final decision of the Health Director in the administration or enforcement of this chapter may appeal such decision to the district court as provided by state law.

**Section XXVIII. PENALTY.**

Any person who is found to have violated any provision of this resolution or any design standard adopted in County Resolution No. 02-31 hereunder shall be subject to the penalties provided in Neb. Rev. State. 23-174 and 23-114.04 as amended. ~~a fine of no more than \$500.00, or imprisonment in the county jail for a period not to exceed six months, or both such fine and imprisonment. Each day that a violation of this chapter continues is punishable as a separate and distinct offense.~~ In addition to any penalty sought or obtained under this resolution or other applicable law, the County Attorney may institute injunctive or other appropriate civil proceedings necessary to obtain compliance or to abate any nuisance resulting from violations of this chapter.

**Section XXIX. SEVERABILITY.**

If any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this resolution.

**Section XXX.**

That all other resolutions and parts of resolutions in conflict herewith be and they are hereby replaced.

**Section XXXI.**

This resolution shall take effect and be in force on .....

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF LANCASTER COUNTY, NEBRASKA

IN THE MATTER OF AMENDING SECTIONS )  
II AND III OF COUNTY RESOLUTION NO. )  
R-15-0004, REGULATION OF ON-SITE ) RESOLUTION NO. R-22-0014  
WASTEWATER TREATMENT SYSTEMS IN )  
LANCASTER COUNTY, AS PROVIDED IN )  
ATTACHMENT "A." )

WHEREAS, pursuant to Neb. Rev. Stat. §23-174.10 (Reissue 2012), the Lancaster County Board of Commissioners adopted procedures for the regulation of on-site wastewater treatment systems in Lancaster County on January 13, 2015, under County Resolution No. 15-0004; and

WHEREAS, on January 11, 2022, the Lincoln-Lancaster County Health Department has recommended an amendment to the procedures for regulating on-site wastewater treatment permits, as provided in Attachment "A," attached hereto and incorporated by this reference; and

WHEREAS, on February 15, 2022, the Board of Commissioners of Lancaster County, Nebraska conducted a public hearing regarding the adoption of the amendments to Resolution No. R-15-0004, as provided in Attachment "A"; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Lancaster County, the amendments to County Resolution No. R-15-0004, Regulating On-Site Wastewater Treatment Systems, as provided in Attachment "A" are hereby adopted, and shall become effective February 15, 2022.

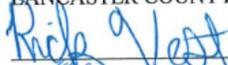
BE IT FURTHER RESOLVED that a copy of this resolution be placed on file in the office of the County Clerk.

DATED this 15 day of February, 2022, in the County-City Building, Lincoln, Lancaster County, Nebraska.

APPROVED AS TO FORM  
this 15<sup>th</sup> day of February, 2022.

  
\_\_\_\_\_  
Deputy County Attorney  
for PAT CONDON  
Lancaster County Attorney

BY THE BOARD OF COUNTY  
COMMISSIONERS OF  
LANCASTER COUNTY, NEBRASKA

  
\_\_\_\_\_  
  
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**Section II. DEFINITIONS.**

CERTIFIED PROFESSIONAL shall mean a private onsite wastewater treatment system professional certified under the Nebraska Private Onsite Wastewater Treatment System Contractors Certification and System Registration Act to perform the tasks defined in Nebraska Title 124, Chapter 20, effective August 11, 2012, for which the certification has been issued.

**Section III. REQUIREMENTS FOR ON-SITE WASTEWATER TREATMENT SYSTEMS.**

Minimum requirements are hereby prescribed in this resolution together with standards and regulations adopted pursuant to this resolution governing the design, construction, installation, operation, and maintenance of on-site wastewater treatment systems. All standards and regulations for the design, operation and maintenance of on-site wastewater treatment systems referred to herein shall be filed with the County Clerk. Except as hereinafter provided by specific amendment, the standards and regulations set forth in Neb. Rev. Stat. §§ 81-1505(8), and Nebraska Department of Environmental Quality, Title 124 Rules and Regulations For The Design, Operation and Maintenance of Onsite Wastewater Treatment Systems chapter 1, chapters 5 through 19, and chapter 20 sections 001 to 006, as amended from time to time, effective August 11, 2012 are hereby adopted by reference and incorporated into this resolution. No person shall construct an on-site wastewater treatment system on a property which is less than three (3) acres in size. No person shall construct, alter, extend, operate, or clean any on-site wastewater treatment system within the County of Lancaster contrary to the provisions of this resolution or design standards adopted pursuant to this resolution; no privies shall be constructed or installed for use after the effective date of the ordinance codified in this resolution. Any on-site wastewater treatment system that does not conform to the requirements of this resolution and design standards adopted pursuant to this resolution shall be designed by a Registered Master Installer or Professional Engineer (P.E.) licensed in the State of Nebraska as defined by Title 124 of the Nebraska Administrative Code.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF LANCASTER COUNTY, NEBRASKA

IN THE MATTER OF AMENDING SECTION )  
XIII OF COUNTY RESOLUTION NO. R-20-0057,) )  
PROCEDURES FOR THE REGULATION ) RESOLUTION NO. R-22-0086  
OF ON-SITE WASTEWATER TREATMENT )  
SYSTEMS IN LANCASTER COUNTY, AS )  
PROVIDED IN ATTACHMENT "A" )

WHEREAS, pursuant to Neb. Rev. Stat. § 23-174.10, the Lancaster County Board of Commissioners adopted procedures for the regulation of on-site wastewater treatment systems in Lancaster County on April 2, 2002, under County Resolution No. R-02-0030 and on October 15, 2013, under County Resolution No. R-13-0062;

WHEREAS, County Resolution No. R-13-0062 was amended by County Resolution No. R-15-0004, dated January 13, 2015, and County Resolution No. R-16-0046, dated August 9, 2016, and County Resolution No. R-18-0059 on September 18, 2018 and County Resolution No. R-20-0057 on September 8, 2020;

WHEREAS, the Lincoln-Lancaster County Health Department has recommended an amendment to increase the fees for on-site wastewater treatment permits, as provided in Attachment "A," attached hereto and incorporated by this reference; and

WHEREAS, on September 13, 2022 the Board of Commissioners of Lancaster County, Nebraska, conducted a public hearing regarding the adoption of the amendments to County Resolution No. R-20-0057, Regulation of On-Site Wastewater Treatment Systems, as provided in Attachment "A";

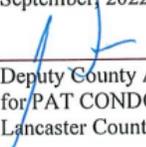
NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Lancaster County, the amendments to County Resolution No. R-20-0057, Regulation of On-Site Wastewater Treatment Systems, as provided in Attachment "A," are hereby adopted, and shall become effective September 13, 2022. These amendments shall supersede all previous amendments not in conformance herewith.

BE IT FURTHER RESOLVED, that a copy of this resolution be placed on file in the office of the County Clerk.

DATED this 20 day of September, 2022, in the County-City Building, Lincoln,  
Lancaster County, Nebraska.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF  
LANCASTER COUNTY, NEBRASKA

APPROVED AS TO FORM  
this 20 day of  
September, 2022.

  
Deputy County Attorney  
for PAT CONDON  
Lancaster County Attorney


**Attachment "A"**

PROCEDURES FOR THE REGULATION OF ONSITE WASTEWATER TREATMENT SYSTEMS IN  
LANCASTER COUNTY, NEBRASKA

**SCHEDULE OF COSTS FOR SEPTEMBER 1, 2022 TO AUGUST 31, 2023**

**Section XIII. FEES**

**The following fees for permits are required:**

A.	On-site wastewater treatment system construction permit fee .....	<del>\$450.00</del>	<u>\$460.00</u>
B.	On-site wastewater treatment system repair alteration fee.....	<del>\$240.00</del>	<u>\$245.00</u>
C.	Cleaner's permit fee (annual) .....	<del>\$500.00</del>	<u>\$515.00</u>
	This permit is issued on an annual basis, expires on May 31 of each year, and is renewable on payment of the annual fee and demonstrated compliance with the requirements of this chapter.		
D.	Any person who secures a registration certificate pursuant to this chapter shall pay the following respective fee:		
	Certified Professional.....		\$50.00
E.	Permit Extension Fee .....	<del>\$140.00</del>	<u>\$145.00</u>
F.	Variance Fee .....	<del>\$240.00</del>	<u>\$245.00</u>
G.	Reinstatement Fee		
	Cleaner and Liquid Waste Hauler .....	<del>\$240.00</del>	<u>\$245.00</u>
	Certified Professional.....		\$50.00
H.	Development area review fees		
	A base fee and a per lot fee shall be paid for Health Director review of any development area as follows:		
	Base fee.....	<del>\$445.00</del>	<u>\$425.00</u>
	Per lot fee.....	<del>\$45.00</del>	<u>\$50.00</u>
	Maximum combined base fee and per lot fee.....	<del>\$1,420.00</del>	<u>\$1,460.00</u>
I.	All fees are payable to the Lincoln-Lancaster County Health Department and shall be credited to the Health Fund.		

**SCHEDULE OF COSTS FOR SEPTEMBER 1, 2022 OR UNTIL SUCH TIME AS UPDATED BY  
RESOLUTION ~~2022~~ 2023**

**Section XIII. FEES**

**The following fees for permits are required:**

A.	On-site wastewater treatment system construction permit fee:.....	<del>\$460.00</del>	<u>\$470.00</u>
B.	On-site wastewater treatment system repair permit fee .....	<del>\$245.00</del>	<u>\$250.00</u>
C.	Cleaner's permit fee (annual) .....	<del>\$515.00</del>	<u>\$530.00</u>
	This permit is issued on an annual basis, expires on May 31 of each year, and is renewable on payment of the annual fee and demonstrated compliance with the requirements of this chapter.		
D.	Any person who secures a registration certificate pursuant to this chapter shall pay the following respective fee:		
	Certified Professional.....	<del>\$50.00</del>	<u>\$55.00</u>
E.	Permit Extension Fee .....	<del>\$145.00</del>	<u>\$150.00</u>
F.	Variance Fee .....	<del>\$245.00</del>	<u>\$250.00</u>
G.	Reinstatement Fee		
	Cleaner and Liquid Waste Hauler .....	<del>\$245.00</del>	<u>\$250.00</u>
	Certified Professional.....	<del>\$50.00</del>	<u>\$55.00</u>
H.	Development area review fees		
	A base fee and a per lot fee shall be paid for Health Director review of any development area as follows:		
	Base fee.....	<del>\$425.00</del>	<u>\$425.00</u>
	Per lot fee.....	<del>\$50.00</del>	<u>\$50.00</u>
	Maximum combined base fee and per lot fee.....	<del>\$1,460.00</del>	<u>\$1,460.00</u>
I.	All fees are payable to the Lincoln-Lancaster County Health Department and shall be credited to the Health Fund.		



2. Definitions. For the purpose of this Resolution, the following definitions shall prevail:
- (a) HEALTH DIRECTOR: The term "health director" shall mean the director of the Lincoln-Lancaster County Health Department or his/her duly authorized representative.
  - (b) PERSON: The term "person" shall mean and include any individual, firm, corporation, association, or partnership.
  - (c) GARBAGE: The term "Garbage" shall mean all animal, fruit, or vegetable wastes resulting from the handling, preparation, cooking, or consumption of food.
  - (d) REFUSE: The term "refuse" shall mean and include garbage as hereinbefore defines, and all sweepings, ashes, paper, cardboard, feathers, rags, glass, dishes, bottles, crockery, pans, utensils of every kind and nature, pasteboard boxes, food containers, tin cans, and any other waste matter of material not herein designated as garbage which accumulates in the conduct of a household, business establishment, shop or factory of any kind or nature.
  - (e) SOLID WASTE: The term "solid waste" shall mean all putrescible and non-putrescible wastes whether in solid or liquid form and includes garbage, scavenger matter, rubbish, ashes, refuse, fill dirt, sewage sludge, street refuse, commercial and industrial wastes, demolition debris and all used construction material, building rubbish, discarded automobile and other types of vehicle body parts or portions thereof, machinery or parts thereof, discarded home or industrial appliances, iron, steel and other old or metal scrap material, manure, human excrement, vegetable or animal solids and semi-solid wastes, hazardous waste, infectious waste, lawn waste, dead animals or parts thereof, and other discarded solid materials.
  - (f) REFUSE VEHICLE: The term "refuse vehicle" shall mean any vehicle with or without a packing unit or mechanisms used to collect, haul, or convey refuse. This shall include vehicles used to transport roll-off containers.
  - (g) AUTHORIZED PRIVATE RECEPTACLE: The term "authorized private receptacle" shall mean a litter storage and collection receptacle as required and authorized by Lancaster County.
  - (h) SOLID WASTE DISPOSAL SITES: The term "solid waste disposal site" shall mean a site, location, tract of land, area, dump, dump site, landfill or landfill site, or premises used or intended to be used for partial and/or total solid waste disposal.
  - (i) SOLID WASTE PROCESSING FACILITY: The term "solid waste processing facility" shall mean an incinerator, compost plant, transfer station, or any other location where solid wastes are physically or chemically changed, temporarily stored, or salvaged prior to being transferred to a solid waste disposal area or to a secondary materials recovery facility.
  - (j) COUNTY: The term "county" shall mean Lancaster County, Nebraska but shall not include the City of Lincoln and the area of its zoning jurisdiction or any city or village which has applicable zoning jurisdiction.
  - (k) PUBLIC PLACE: The term "public place" shall mean any and all streets, sidewalks, boulevards, alleys or other public ways and any and all public parks, squares, spaces, grounds, and buildings.
  - (l) PRIVATE PROPERTY: The term "private property" shall mean any privately owned which is not a public right-of-way, street, alley, highway, park or other state, county or municipally owned property.

- (m) **HAZARDOUS MATERIAL:** The term "hazardous material" shall mean any substance which is flammable, corrosive, chemically reactive, radioactive or toxic including, but not limited to, petroleum products, alcohols, caustic materials, acids, pesticides, and poisons. This shall also include the container of any hazardous material as herein defined.
- (n) **HEALTH AND SAFETY HAZARD:** The term "health and safety hazard" shall mean any annoying, unpleasant, hazardous, obnoxious, unsafe, unhealthy, unsanitary conditions or practice causing or capable causing an unreasonable threat to the health, safety, and welfare of persons living or passing in the vicinity thereof or capable of causing a direct transmission of pathogens to one or more persons.
- (o) **HAZARDOUS VEHICLE:** The term "hazardous vehicle" shall mean any vehicle declared a health and safety hazardous by the health director because the vehicle has been found to be:
- (1) A potential breeding ground or harborage for mosquitoes or other insects, mice, rats or other pests; or
  - (2) A point of heavy growth of weeds or other noxious vegetation over (12) inches in height; or
  - (3) A point of collection for stagnant water; or
  - (4) A point of concentration of gasoline, oil or other flammable or explosive materials; or
  - (5) So located that there is a danger of the vehicle falling or turning over; or
  - (6) A place in which junk, garbage, refuse or hazardous material is discarded and is present within the vehicle; or
  - (7) A source of danger for children through entrapment in areas of confinement that cannot be opened from the inside or through injury from exposed surfaces of metal, glass or other ridged materials; or
  - (8) A potential source of contamination of the soil from petroleum products being discharged from the vehicle; or
  - (9) Creating any other similar conditions or circumstances which exposes the general public to a safety or health hazard.
- (p) **VEHICLE:** The term "vehicle" shall mean any motor vehicle, trailer, cabin trailer, semi-trailer, truck, motorcycle, passenger car, or mobile home.
- (q) **BOARD:** The term "board" shall mean the Lancaster County Board of Commissioners.
- (r) **LITTER** The term "litter" shall mean "garbage", "refuse", and "rubbish", as defined herein, and all other solid waste material.
- (s) **LIMITED LANDFILL:** The term "limited landfill" shall mean a type of operation in which only building rubbish and demolition debris are deposited by plan on a specified portion of land, and compacted by force applied by mechanical equipment and then covered with dirt or other approved material to a depth of not less than six (6) inches over individual cells of said waste material so deposited and to a depth of not less than twenty-four (24) inches over the finished landfill.

3. Disposing of Solid Waste at Unapproved Sites Prohibited.

It shall be unlawful for any person to dump, deposit, or otherwise dispose of any solid waste, hazardous waste, offensive or obnoxious substances within the County, upon any ground, premises, or place other than at a solid waste disposal site or solid waste processing facility approved by the Health Director or State of Nebraska.

4. Vehicle Loads Causing Litter

No person shall drive or move any vehicle within the County unless such vehicle is so constructed or loaded as to prevent any load, contents or litter from being blown or deposited upon any thoroughfare, roadside, ditch, watercourse or public place.

5. Owner or Occupant of Premises; Disposal of Solid Waste

It shall be unlawful for any person to cause or suffer any solid waste, hazardous waste, industrial waste, or any foul or nauseous liquors to be discharged out of or flow from any premises owned or occupied by him/her, or to be left in or thrown into, deposited, or placed upon any thoroughfare, roadside, ditch, ravine, watercourse or public place within the County.

5.5 Disposal of Hazardous Materials; Permit Required

It shall be unlawful to dispose of any hazardous material in the County without first obtaining a permit to do so from the Health Director.

6. Owner or Occupant of Premises; Disposal of Substances Liable to Become Offensive

It shall be unlawful for any person to permit or suffer any substance of the nature mentioned in Paragraph 5 which is liable to become putrid, offensive, or injurious to the public health to remain on any premises owned or occupied by him/her within the County longer than a twenty-four (24) hour period after notification by the Health Director to remove and properly dispose of said substance. Said notification shall be made in writing and personally delivered or sent by certified mail, return receipt requested.

7. Commercial and Industrial Businesses to Provide Receptacles or Containers

The owner, agent, or manager having charge of a commercial or industrial business shall furnish the same with containers or receptacles for solid waste for the purposes of receiving such wastes from his/her place of business. Such receptacles or containers shall comply with all the specification set forth in Paragraph 8 hereof.

If the commercial or industrial establishment disposes of infectious waste materials, the waste receptacle shall be provided with a locking assembly so as to maintain controlled access to the container for depositing and removing the infectious waste.

It shall be the responsibility of the owner, agent, or manager having charge of the business to provide for the collection and disposal of all solid waste generated by said establishment. Solid waste accumulated by the establishment shall be removed from the establishment premises at intervals necessary to maintain proper sanitary conditions but not less than twice a week.

8. Receptacles to be Provided for Solid Waste; Specifications

It shall be the duty of every owner, agent, or manager of rented or leased residential units and private residences in residential subdivisions or commercial and industrial property, or tenants responsible according to written agreement, to provide and maintain one or more of the following receptacles or containers for the holding of solid wastes:

- (a) Garbage can: A container or receptacle constructed of a metal treated to prevent rusting, or heavy duty plastic for garbage and refuse, of substantial construction with a matching overhanging, tight-fitted lid and provided with handles sufficient for safe and convenient handling. Such receptacles or containers shall be water-tight and fly-tight, having a capacity of not more than thirty-two (32) gallons and shall be kept in serviceable conditions at all times.
- (b) Front and/or rear-loading bulk container: A container or receptacle, constructed of 14-gauge or heavier metal treated to prevent rust, or heavy-duty rigid plastic, of water-tight construction with doors or lids opening on sides or top and constructed such that it can be emptied mechanically by special trucks. Doors and lids must be manufactured from 12-gauge or heavier metal or heavy-duty rigid plastic.
- (c) Roll-off: A metal container or receptacle, treated to prevent rust, designed for collecting, storing, and transporting building rubbish, demolition debris, or hazardous industrial waste. Those roll-offs used to collect, store, or transport refuse shall in addition be of water-tight construction or the refuse stored therein shall be stored in such a manner so as to prevent leakage of liquid wastes from the roll-off. The unit may or may not use an auxiliary stationary packing mechanism for compaction of material into container or receptacle and is picked up and transported to the disposal site by specially equipped truck.
- (d) Poly-kart, roll-out, or toter: A container or receptacle constructed of a metal frame with molecular stabilized polyethylene body, or a total unit constructed of a heavy polyethylene plastic alloy, thus being "water-tight." Such containers shall have lids so constructed as to prevent insect and rodent entry. Each container shall have at least two (2) wheels and a handle for each and safe mobility.
- (e) Plastic bags: Plastic bags shall not be used for storage of solid waste containing garbage and shall not be used in place of the aforementioned receptacles. Plastic bags may be used in the following ways:
  - (1) As a liner for garbage cans;
  - (2) to hold and contain garbage and refuse which is placed in one of the aforementioned containers;
  - (3) to hold and contain lawn wastes.

A sufficient number of containers shall be provided to store all solid waste materials prior to removal from the premises and shall be kept in a sanitary and serviceable condition. All containers used for garbage shall be kept covered or closed to prevent the entrance of insects and rodents. The location of the containers or receptacles shall be kept clean and well-maintained.

9. Depositing Refuse and Garbage: Places Prohibited; Liability of Occupant of Premises.

If any garbage or refuse is found upon any private premises other than in such container or receptacle as set forth in Paragraph 8 and a prosecution follows for such offense, it shall be presumed in such proceedings that such garbage and/or refuse was deposited there by the occupant of such premises.

10. Depositing Refuse Matter on Premises of Another.

It shall be unlawful for any person within the County to willfully, maliciously or negligently, place or throw, or cause to be placed or thrown, upon the premises of another, any filth, refuse matter or other thing, to the annoyance of the owner or occupant thereof.

11. Noxious or Offensive Use of Building or Premises.

No building or premises in any part of the County shall be used for any trade, industry, or purpose that is noxious or offensive by reason of the emission of odor, dust, smoke, gas, fumes, noise, water, spray, or other substance or residue, and that is detrimental to the public health, safety, or welfare, and the use of such building or premises for such purposes is hereby declared to constitute a public nuisance.

12. Deposit and Accumulation of Offensive Substances Prohibited.

Within the County, it shall be unlawful for any person to deposit or to permit the accumulation of any foul, decaying, or putrescent substances or other offensive matter, in or upon any lot, street, or public way, or in or upon any public or private place, to permit the overflow of any foul liquids or the escape of any gas to such an extent that the same, or any of them, shall become, or be likely to become, hazardous to health, or that the same shall by reason of offensive odors, become a source of discomfort to persons living or passing in the vicinity thereof; and such conditions and things, as aforesaid, and each and all of them are hereby declared to be a public nuisance.

13. Offensive Substances Prohibited—Notices to Remove.

- (a) It shall be the duty of every owner, lessee, tenant or occupant of any lot or parcel of ground within the County to keep said premises owned, leased, or occupied by him, free from garbage and any other offensive or unwholesome matter, and it shall be unlawful for such owner, lessee, tenant, or occupant of such lot or parcel of ground to permit, keep or maintain thereon any such condition liable to become putrid or injurious to the public health, or any such condition liable to produce disease, or which is conducive to the breeding and existence of rats, mice, flies, mosquitoes, bacteria, or any other rodents or insects. The maintenance or permitting of any of the foregoing conditions on any such lot or parcel of ground is hereby declared to be a public nuisance and shall constitute a misdemeanor punishable as hereinafter provided in this Resolution.
- (b) Whenever it shall come to the knowledge of the director of health or his agents or employees that there exists upon such lot or parcel of ground such nuisance, then and in that event said director of health or such agents or employees shall cause a notice to abate and remove said nuisance within five (5) days to be served upon the owner or his authorized agent, and upon the tenant or occupant of said premises. Said notice shall be served either

in person or by mailing such notice by certified or registered mail. If such owner, lessee, tenant or occupant shall have failed or refused to abate and remove such nuisance at the expiration of the date fixed in such notice, the director of health may cause such nuisance to be removed from such parcel or lot, and from any roads, streets, or alleys abutting thereon.

- (c) If the director of health determines that there exists upon any lot or parcel of ground the conditions described above in such a manner as to constitute an immediate nuisance and hazard to the public health and safety, he shall request the Board to declare that such an immediate public nuisance exists, and after any such declaration, the director shall cause to be issued a written notice to abate and remove such public nuisance from such lot or parcel of land within twenty-four (24) hours. Said notice shall be served by personal service upon the owner or his authorized agent, and to any tenant, lessee, or occupant of the premises. If such owner, tenant, lessee or occupant shall have failed or refused to abate and remove such nuisance at the expiration of twenty-four (24) hours from delivery of notice, the director of health shall cause such nuisance to be removed from such parcel or lot and from any, roads, streets, or alleys abutting thereon.

14. Report to the Board Assessment of Cost-Collection of Assessment.

The director of health shall, not later than the 15<sup>th</sup> day of September of each year, report to the Board on all real estate cleared of a public nuisance since September 1 of the previous year under the provisions of this Resolution, together with the costs thereof. Whereupon, the Board, after public hearing at a regular board meeting, shall by resolution assess the costs against such real estate; provided, that notice of the time of such meeting of the Board for making such assessment and for the purpose of such meeting shall be published once in a newspaper published and of general circulation in the county at least five (5) days before said meeting of the board is held, or in lieu thereof, notice may be given to the owners of such real estate by personal service thereof five (5) days before such hearing. Any such assessment, when assessed as provided in this section, shall be a lien upon such real estate from the date of assessment and shall be collected in the same manner as general taxes. Such assessment shall be delinquent after December 1 following the date of assessment and shall draw interest at the rate of seven percent (7%) per annum from said date until paid.

15. Litter Thrown by Persons in Vehicles.

No person, while a driver or passenger in a vehicle, shall throw or deposit litter upon any thoroughfare, roadside, ditch, watercourse, public space, or private property in the County.

16. Keeping of Hazardous Vehicles Unlawful; Exceptions.

It shall be unlawful for any person in charge or control of any private property within the County, whether as owner, tenant, occupant, lessee, or otherwise, to allow any hazardous vehicle, to remain on the property longer than fifteen (15) days; provided, that this section shall not apply to a vehicle in an enclosed building, a vehicle on the premises of a business enterprise operated in a lawful place and manner, when necessary to the lawful operation of such business enterprise, or a vehicle in an appropriate storage place or depository maintained in a lawful place and manner.

It shall be unlawful for the owner of any hazardous vehicle, to leave or allow said vehicle to remain on any private property within the County for more than fifteen (15) days, except as provided in the above paragraph (A) of this section.

When a vehicle is declared a health and safety hazard and found to be in violation of this Resolution, the health director shall place a notice on the vehicle citing the violation and stating that the vehicle must be removed within 15 days. The director shall also issue a written notice to the property owner and to the vehicle owner of record citing the violation and ordering that the vehicle be removed within 15 days of receipt of said notice. The notice shall be served either in person or by certified mail, return receipt requested. If the health director is unable to determine the property owner, notice shall be given by publication in a newspaper of general circulation. Notice to the vehicle owner need not be given if the vehicle does not display a license plate or does not have an identification number traceable to the owner through the Nebraska Department of Motor Vehicles.

17. Health and Safety Hazards Prohibited.

- (a) It shall be unlawful for any person, whether they be the owner, lessee, tenant or occupant of any lot or parcel of ground within the County to permit, keep, maintain, or allow to exist on any private or public property any of the following things, practices, or conditions which shall be hereby declared health and safety hazards:
- (1) Stagnant water which emits an obnoxious odor or which is a source or potential source of mosquito breeding or otherwise presents a threat to the public health, safety and welfare.
  - (2) An open pit, well, quarry, cistern, excavation or other hole that has not been safely or properly sealed or abandoned without reasonable safeguards or barriers to prevent them from being accessible to humans.
  - (3) Failure to secure areas, buildings, or places against unauthorized access where such access is an attractive nuisance to children and other humans.
  - (4) Any property, whether vacant or improved which is infested by vectors or rodents.
  - (5) Uncontrolled or uncultivated growth of weeds, brush, vines, grasses, or other vegetation which offer vector or rodent harborage, contribute noxious pollens to the atmosphere, or unreasonably interfere with the use and enjoyment of abutting public or private property.
  - (6) Any building or other structure which is in such a dilapidated condition that it is unfit for human occupancy or kept in such an unsanitary condition that it presents a threat to the public health, safety and welfare.
  - (7) Defective sewage systems in or about any structure used for human occupancy. (For the purpose of this section, "human occupancy" shall mean a place where humans reside, work, carry on recreational activities or frequent for any purpose.)
  - (8) Any condition on private property which endangers the public or neighboring individuals or their property from damage caused by falling objects.

(9) Any man-made condition or structure which is not secure from the public and could be attractive to children and which is a potential source of danger through:

- (A) entrapment in areas of confinement;
- (B) injury caused by exposed sharp or pointed metal surfaces, glass, or other rigid surfaces;
- (C) injury from falling objects or collapse of structures;
- (D) injury resulting from falls from heights greater than six feet, or;
- (E) loss of life by drowning.

(10) The improper use, storage or disposal of any hazardous material which creates a potential hazard to the public or the environment except as provided in 40 C.F.R. §262.51.

(b) The enumeration of health and safety hazards in subsection (a) of this section shall not limit the power of the health director to investigate or declare any other condition a health and safety hazard which is detrimental to health or causing an unreasonable threat to the safety and welfare of the public.

18. Permit Required for Limited Landfill.

It shall be unlawful for any person to place, deposit or dump, building rubbish or demolition debris on grounds, premises, property or land for the purpose of filling within the County without having procured a permit therefore as hereinafter provided. Filling shall be considered the placement, without significant voids, of earth, building rubbish, and demolition debris for the purpose of providing a stable raised grade of the property on which it is placed.

Application. The application for a permit shall be to the director, in writing and shall contain:

- (a) A description and plat of the land to be used for the landfill;
- (b) A description of the sequence and plan of operation;
- (c) The type and capacity of equipment to be used for operations;
- (d) Existing and proposed roadways and easements;
- (e) Existing topography and water courses, together with a diagram and written statement explaining the proposed location and extent of earthwork and fill operations – including final elevations;
- (f) Proposed measures to control storm drainage;
- (g) Estimated volumes of limited refuse and demolition debris, and trees or parts of trees, to be placed in the landfill;
- (h) Approximate date of completion;
- (i) Types of materials to be placed in the landfill;
- (j) Whether it will be a private landfill used exclusively by the applicant for his materials or a public landfill, operated by the applicant and receiving materials from others;
- (k) Days and hours of the week the landfill will be in operation;
- (l) The names and addresses of the last known owners of the property within three hundred (300) feet of the location for which a permit is requested, as shown by the county real property tax records; and

- (m) The addresses of any occupied buildings on property within three hundred (300) feet of the location for which a permit is requested.

19. Review actions Required.

The following review action shall be required of any application for a limited landfill:

- (a) Action by Health Director. Upon receipt of an application for a permit required by the provisions of this Resolution, the health director shall examine the premises of the proposed landfill site to determine whether:
  - (1) The land is suitable;
  - (2) Proposed drainage is satisfactory; and
  - (3) The granting of the permit would not create a hazard to the public health or create a nuisance.

The health director shall forward this application and his findings and recommendations to the planning department and the County Engineer for their study, findings and recommendations.

- (b) Action by County Engineer. The County Engineer shall determine the effects the operation of the limited landfill may have on roads and traffic in the County.
- (c) Action by Planning Director. The Planning Director shall determine the effects the operation of the limited landfill may have on the neighborhood and other matters pertaining to the general welfare of the County and advise the County Board as to whether public convenience and necessity will be served by granting a permit to the applicant.

20. Application to Board.

After the studies, examinations, findings and reports have been completed by the health director, planning department and County Engineer, the application for a permit required by this division shall be forwarded to the County Board with their reports and recommendations attached.

21. Hearing Required.

Upon receipt of this application for a permit required by the provisions of this Resolution, together with the required findings and recommendations attached hereto, the County Clerk shall set a hearing date, which date shall be the date of the third board meeting following the date upon which the documents are received, at which time all parties interested in the granting or denying of the limited landfill permit may appear before the Board and be heard.

22. Notice of Hearing.

The Clerk shall notify, or cause to be notified by certified mail, every occupant and owner of any building and/or property within three hundred (300) feet of the location for which a permit has been requested under the provisions of this Resolution, that a hearing thereon has been set before the Board. The notice shall state therein the date, time, place and purpose of such hearing, and shall be mailed not less than fourteen (14) days prior to the date of said hearing.

The County Clerk shall publish such notice in the official newspaper of the County not less than fourteen (14) days set for the hearing. Failure to send notice is not recorded or where an address is unknown, shall not invalidate any proceedings in connection with the application. Any other notice as may be deemed desirable and practical may be given.

23. Action by Board.

If, after consideration of all the evidence produced at the hearing, provided for by this section, the Board shall find and determine that the location of the premises for which a permit has been requested shall not constitute a hazard to the public health, general welfare, or public safety of the residents within three hundred (300) feet of such location, or to the County as a whole, the Board may order and direct the Director to issue a limited landfill permit upon receipt of the yearly permit fee and bond certificate as required in Paragraph 24 and 25 hereof, notwithstanding the provisions of the County's zoning ordinance to the contrary. In no event shall the Board order or direct the issuance of a permit until after a public hearing as herein provided or shall have been held.

24. Bond.

No permit required by the provisions of this Resolution shall be issued until the applicant shall deliver to the County a cash or corporate bond in the amount of five thousand (\$5,000.00) per acre, conditioned as follows:

- (a) That the permittee, his agents and servants, will faithfully operate the landfill for which the permit is issued in accordance with the provisions of this Resolution.
- (b) That the permittee, his agents and servants, will comply with all the terms, conditions, provisions and regulations contained in this Resolution.
- (c) That the permittee, his agents and servants, will save harmless the County from any expense incurred through the failure of the permittee, his agents and servants, to operate and maintain the limited landfill as required by this Resolution including any expense the County may be put to for correcting any condition or violation of this Resolution by the County's own labor and equipment whenever the Board determines it is necessary for the County to correct any unsanitary condition or conditions violative of this Resolution or from any damages arising out of the negligence of the permittee or his agents or servants.
- (d) Bond shall run for a period of three (3) years after the limited landfill site has been finished and brought to final grade.

The amount of the bond required may be revised annually by the Health Director to reflect any increased costs of closing the site.

25. Permit Fee.

Before any permit for a limited landfill is issued, the applicant shall pay a permit fee of one hundred dollars (\$100.00) for each acre of land or part thereof utilized as a limited landfill.

26. Term of Permit; Not Transferable.

All permits issued under this Resolution shall expire one year following the date of issuance, unless sooner revoked and no permit shall be assignable or transferable.

27. Permit Renewal.

The permit shall be automatically renewable by the applicant, unless the Director has determined violations of this Resolution have occurred and the re-issuance of the permit should be reviewed by the Board.

28. Manner of Issuance.

Whenever the Board authorized the issuance of a limited landfill permit, it shall consist of an original and duplicates. A duplicate shall be recorded in the office of the Register of Deeds and returned to the Clerk, who shall keep a permanent file of all such original permits issued. The original shall be delivered to the applicant as evidence of his authority to operate a limited landfill. The permit shall state any restrictions or limitation.

29. Regulations.

The following regulations shall be followed by any person to whom a permit is granted by the County for operation of a limited landfill, and it shall be unlawful not to follow these regulations.

- (a) When building rubbish and demolition debris exists on the site at the time the permit is issued, such building rubbish and demolition debris shall be collected, compacted and covered with dirt or other material at least two (2) feet in depth at the finished grade, or with a cover of six (6) inches over areas on which the landfilling operations will be conducted.
- (b) No waste material other than building rubbish and demolition debris and trees or part of trees or earth may be put in a limited landfill. All burning is prohibited.
- (c) No limited landfill operations shall be conducted so that fill will be placed in streambeds or other areas where water courses would be obstructed or where erosion by the stream would remove cover material.
- (d) The permittee shall provide for surface drainage on the limited landfill site which will permit the drainage of storm water within six (6) hours after the last precipitation.
- (e) The permittee shall take the necessary measures to eliminate dust on the limited landfill site. Access to the limited landfill shall be controlled by proper fencing, gates, locks and other measures approved by the Director necessary to control access.
- (f) Routes used by trucks to and from the limited landfill site shall be approved by the County Engineer.
- (g) The limited debris, trees or parts of trees, shall be spread out on the working face so that the depth does not exceed a maximum of four (4) feet prior to its compaction. Tree part shall not exceed a size that cannot be worked into the limited landfill by the equipment used for spreading and compacting the working face of the site.
- (h) The compacting and leveling equipment must traverse all of the area where building refuse and demolition debris is deposited. When the slope of a bank is too steep to traverse, then the fill must proceed from the base of the slope.
- (i) The limited landfill shall be built in cells to minimize fire hazards. At the end of the day the active faces of the limited landfill shall be covered with a minimum of six (6) inches of dirt or sand when wood or other combustibles are placed in the fill. When the fill material is made

- mainly of non-combustibles and there are no voids in the fill it shall be covered with dirt or sand at least weekly or more frequently when required by the enforcing officer.
- (j) When the limited landfill has been brought up to two (2) feet of the desire grade, it shall be covered with at least twenty-four (24) inches of compacted dirt and seeded in such a manner to prevent erosion. The finally graded and seeded surface shall be maintained at final grade free from erosion and in a well seeded manner for a period of three (3) years after filling operations have been completed.
  - (k) Existing top soil shall be used for cover material, when possible, by removing the dirt prior to filling and by placing this dirt directly over the completed section of the limited landfill or by stockpiling this dirt until needed. Otherwise, the source of cover material shall be designated when application for a permit is made.
  - (l) No materials other than those stated on the application shall be placed in the landfill without permission from the Board, and any such improper materials shall be immediately removed at the direction of the Health Department.
  - (m) Materials shall not be placed on land without using the proper filling methods, or without following the requirements for salvage material storage. Materials placed in this manner will not be in violation of any anti-dumping prohibitions of this or any other ordinance.
  - (n) The operation shall be in compliance with all applicable laws, ordinances, rules and regulations.

30. Suspension, Revocation, or Reinstatement of Permits; Appeals.

The health officer shall have the power to order the suspension or revocation of any permit for the violation of the terms and provisions of this Resolution; except that prior to such suspension or revocation, there shall be in addition to the inspection by the environmental health sanitarian, an inspection by one (1) or more of the following supervisory staff; supervisor of solid waste section, chief of the division of environmental health, or the health director. Any action of suspension or revocation shall be personally reviewed and approved by the Health Director. Notification of the order of suspension or revocation shall be made in writing and personally delivered or sent by registered or certified mail. Such order shall not become effective until the expiration of the time for appeal. Pending the determination of such appeal, the operation of any order of suspension or revocation shall be stayed.

Notwithstanding the other provisions of this Resolution, whenever the health authority finds insanitary or other conditions in the operation of a landfill which, in his judgment, constitute a substantial hazard to the public health, he may, without prior warning, notice or hearing, issue a written notice to the permit holder or operator citing such condition, specifying the time period within which such action shall be taken; and, if deemed necessary, such order shall state that the permit is immediately suspended or revoked, and any landfill operations are to be immediately discontinued. Any person to whom such an order is issued shall comply immediately therewith, but upon written petition to the health authority, shall be afforded a hearing as soon as possible, by a hearing board consisting of the Health Director and the chief of the division of environmental health. If the revocation or suspension is upheld, the aggrieved party may appeal as hereinafter provided. Any person whose permit has been suspended or revoked may, at any time, make application for reinspection for the purpose of reinstatement of

the permit upon a form to be provided for that purpose and shall pay a reinspection fee in the sum of fifty and 00/100 dollars (\$50.00), which shall not be refundable. Within ten (10) days following receipt of a written request, including a statement signed by the applicant that, in his opinion, the conditions causing suspension or revocation of the permit have been corrected, the health authority shall make a reinspection. If the applicant has corrected conditions so as to comply with the requirements of this Resolution, the permit shall be reinstated. Should such reinstatement be denied, the applicant may appeal as provided below.

Any person aggrieved by the denial, suspension, or revocation of any permit provided for in this Resolution may, within five (5) days of the receipt of written notice of the entry of such order, appeal to the Lincoln-Lancaster Board of Health.

31. Enforcement.

The enforcement of the provisions of this Resolution shall be under the direction of the Health Director and the Sheriff. For the purpose of enforcing this Resolution or abating any nuisance existing hereunder, the Health Director or any Health Department sanitarian or Sheriff may enter private property.

32. Penalty for Violations.

- (a) Any persons upon whom a duty is placed by the provisions of this Resolution who shall fail, neglect, or refuse to perform such duty, or who shall violate any of the provisions of this Resolution, shall be deemed guilty of a misdemeanor pursuant to Neb.Rev.Stat. §71-1631.01 (Reissue 1986), as amended.
- (b) Each day that a violation of any section in this Resolution continues shall constitute a separate and distinct offense and shall be punishable as such. The penalties herein provided shall be cumulative with and in addition to any penalty or forfeiture elsewhere in this Resolution provided.

33. Severability and Savings Clause.

- (a) Each section and each subdivision of this section of this title is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the passage of this Resolution is concerned and invalidity of any section or subdivision of a section of this title shall not invalidate any other section or subdivision of a section thereof.
- (b) This title shall in no manner affect pending actions either civil or criminal founded on or growing out of any ordinance or part of any ordinance hereby repealed and this title shall in no manner affect rights or causes of action either civil or criminal not in suit that may have already accrued or grown out of any ordinance or part of any ordinance hereby repealed.

DATED this 29<sup>th</sup> day of September, 1987, at the County-City Building, Lincoln, Lancaster County, Nebraska.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF LANCASTER  
COUNTY NEBRASKA

APPROVED AS TO FORM  
THIS 24<sup>TH</sup> DAY OF  
September, 1987.  
Patrick M. Heng  
for MICHAEL G. HEAVICAN  
Lancaster County Attorney

Leo Scherer  
Marcia Malone  
Kathy Campbell  
Larry Hudkins  
Jan Gauger

MGH/PMH/jp  
9/22/87

EXHIBIT C

Lancaster County Property Transfer Resolution R-13-0064,  
as amended by R-22-0013, as amended by R-22-0084

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF LANCASTER COUNTY, NEBRASKA

IN THE MATTER OF ADOPTING )  
PROCEDURES FOR THE INSPECTION OF )  
ON-SITE WATER SUPPLY SYSTEMS AND ) RESOLUTION NO. R-13-0064  
ON-SITE WASTEWATER TREATMENT )  
SYSTEMS PRIOR TO THE SALE, TRANSFER, )  
OR CONVEYANCE OF PROPERTY IN )  
LANCASTER COUNTY, NEBRASKA )

WHEREAS, pursuant to Neb.Rev.Stat. §23-174.10 (Reissue 2007), the Lancaster County Board of Commissioners has authority to adopt regulations to promote the public health, safety and welfare, which shall apply to all of the county except within the limits of any incorporated city or village and except within the unincorporated area where a city or village has been granted zoning jurisdiction and is exercising such jurisdiction; and

WHEREAS, the County Board adopted procedures for the inspection of on-site water supply systems and on-site wastewater treatment systems prior to the sale, transfer, or conveyance of property in Lancaster County on February 28, 2006, under County Resolution No. R-06-0005; and

WHEREAS, the Lincoln-Lancaster County Health Department has recommended that Resolution No. R-06-0005 be updated in its entirety to reflect the most current version of the procedures for the inspection of on-site water supply systems and on-site wastewater treatment systems prior to the sale, transfer, or conveyance of property in Lancaster County, as provided in Attachment "A," attached hereto and incorporated by this reference; and

WHEREAS, on October 15, 2013, the Board of Commissioners of Lancaster County, Nebraska, conducted a public hearing regarding the adoption of procedures for the inspection of on-site water supply systems and on-site wastewater treatment systems prior to the sale, transfer, or conveyance of property; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of

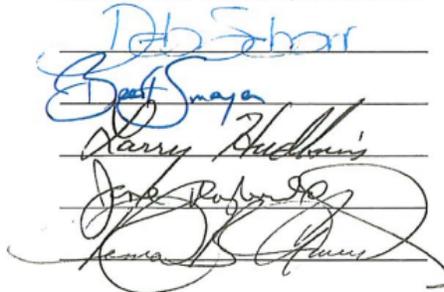
Lancaster County, that the procedures for inspection of on-site water supply systems and on-site wastewater treatment systems prior to the sale, transfer, or conveyance of property in Lancaster County, Nebraska, as provided in Attachment "A," are hereby adopted, and shall become effective November 5, 2013.

BE IT FURTHER RESOLVED, that County Resolution No. R-06-0005 is hereby superseded and that all other resolutions and parts of resolutions in conflict herewith be and they are hereby replaced.

BE IT FURTHER RESOLVED, that a copy of this resolution be placed on file in the office of the County Clerk.

DATED this 15 day of October, 2013, in the County-City Building, Lincoln, Lancaster County, Nebraska.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF  
LANCASTER COUNTY, NEBRASKA



APPROVED AS TO FORM  
this 15 day of  
October, 2013.



Deputy County Attorney  
for JOE KELLY  
Lancaster County Attorney

**Attachment "A"**

**PROCEDURES FOR THE INSPECTION OF ON-SITE WATER SUPPLY SYSTEMS AND ON-SITE WASTEWATER TREATMENT SYSTEMS PRIOR TO THE SALE, TRANSFER, OR CONVEYANCE OF PROPERTY IN LANCASTER COUNTY, NEBRASKA**

The procedures outlined herein define and regulate the inspection of on-site systems prior to the sale, transfer or conveyance of property within the unincorporated areas in Lancaster County outside of the incorporated cities and villages and their jurisdictional areas; authorize the issuance of permits; repeal any previous resolution or section thereof in conflict herewith; require registration of those who inspect on-site systems; and provide penalties for violations.

**Section I. PURPOSE**

The Board of County Commissioners of Lancaster County finds that properly planned, constructed, installed, operated and maintained on-site water supply systems and on-site wastewater treatment systems:

- A. Promote the health and welfare of the citizens of this county by preventing the pollution of ground and surface water;
- B. Prevent nuisances;
- C. Eliminate hazards to the public health by minimizing pollution of water supplies and hazards to recreational areas;
- D. Minimize disease transmission potential; and
- E. Minimize economic impact to the county and the public resulting from on-site water system and on-site wastewater treatment system failures.

It is therefore, declared to be the public policy of this county to ensure a safe and adequate supply of drinking water for those homes served by an on-site water supply system, ensure the adequate treatment and disposal of sewage from premises served by an on-site wastewater treatment system and eliminate and prevent health and safety hazards by regulating the operation and maintenance of on-site water supply systems and on-site wastewater treatment systems, requiring permitting of those who inspect on-site systems; and providing penalties for violations.

The intention of this resolution is not to cause existing permitted on-site systems that are in substantial conformance (pose a minimal likelihood of degradation of groundwater or surface water, or risk to public health) to be brought into compliance with County Resolution R-13-0062 On-site Wastewater Treatment Systems, and any amendments thereto (hereinafter referred to as R-13-0062) and County Resolution 02-31 Regulations for Operation and Maintenance of On-site Wastewater Treatment Systems, and any amendments thereto (hereinafter referred to as C.R. 02-31).

## **Section II. DEFINITIONS**

Definitions for purposes of this resolution shall include definitions provided in R-13-0062 and C.R. 02-31; and shall also include the following:

**AUTHORIZED AGENT** shall mean a real estate agent, Property Transfer Inspector, or any individual or corporation authorized, in writing, to act as the legal representative in all matters authorized by the owner.

**BUSINESS DAY** shall mean any day, Monday through Friday, except official county holidays or a day during which the county does not operate for any reason.

**FAILURE OF AN ON-SITE WATER SUPPLY SYSTEM** shall mean (1) an unsafe water sample; (2) substantial nonconformance with water well construction requirements in Title 178 NAC 12; (3) substantial nonconformance with water well location from contamination source requirements in Title 178 NAC 12.

**ON-SITE SYSTEM (OS)** shall mean an On-site Wastewater Treatment System (OWWTS) and/or an On-site Water Supply System (OWSS).

**ON-SITE WATER SUPPLY SYSTEM (OWSS)** shall mean a private or shared well for domestic purposes.

**OWNER** shall mean any person who is an owner of record or a trustee under a deed of trust or similar trust document.

**PROPERTY TRANSFER INSPECTOR** shall mean any person meeting the requirements of a Property Transfer Inspector per this resolution and possessing a valid permit issued by the Lincoln-Lancaster County Health Director.

**PUMPER** shall mean a person that is certified by the Nebraska Department of Environmental Quality under Title 124 NAC as an On-site Wastewater Treatment System Professional in the category of Pumper.

**TITLE 124 NAC** shall mean the Nebraska Administrative Code Title 124 (Nebraska Department of Environmental Quality Title 124 - Rules and Regulations for the Design, Operation and Maintenance of On-site Wastewater Treatment Systems).

**TITLE 178 NAC 10** shall mean the Nebraska Administrative Code Title 178 Chapter 10 (Nebraska Department of Health and Human Services Title 178 Environmental Health, Chapter 10 - Regulations Governing Licensure of Water Well and Pump Installation Contractors and Certification of Water Well Drilling and Pump Installation Supervisors, and Water Well Monitoring and Natural Resources Ground Water Technicians).

**TITLE 178 NAC 12** shall mean the Nebraska Administrative Code Title 178 Chapter 12 (Nebraska Department of Health and Human Services Title 178 Environmental Health Chapter 12 - Water

Well Construction, Pump Installation and Water Well Decommissioning Standards).

TITLE 179 NAC 3 shall mean the Nebraska Administrative Code Title 179 Chapter 3 (Nebraska Department of Health and Human Services Title 179 Public Water Systems Chapter 3 - Monitoring and Analytical Requirements).

UNSAFE WATER SAMPLE shall mean a water sample which tests positive for coliform bacteria, or exceeds 10 mg/l Nitrate-Nitrogen, or which exceeds the Maximum Contaminant Level (MCL) for any other contaminant as established by the U.S. Environmental Protection Agency or Nebraska Department of Health and Human Services for a public water supply.

**Section III. INSPECTION REQUIRED; EXCEPTIONS**

Prior to the sale, transfer or conveyance of property upon which an OS is located, it shall be the duty of the owner to have each OS inspected per this resolution by a Property Transfer Inspector and secure a determination letter as provided in Section VII of this resolution. An inspection is not required for the following:

- A. When a determination letter approving an OS was issued within the preceding 36 months of the transfer.
- B. When a new OS was installed in compliance with R-13-0062 and C.R. 02-31 within the preceding 36 months of the transfer.
- C. A transfer creating or ending a joint tenancy or tenancy in common if at least one person is an original owner of the property or his or her spouse, including a transfer from one spouse to another, or a change in ownership solely to exclude a spouse.
- D. Where structures on the property will not be occupied and are to be demolished after property is sold, transferred, or conveyed.
- E. A transfer to establish, release, or foreclose a security interest.
- F. A transfer by intestate, will, or trust to an heir, devisee, or beneficiary.
- G. A transfer by warranty deed or quitclaim deed between immediate family members, including parents, grandparents, grandchildren, siblings, and children (including adopted children and stepchildren).

**Section IV. INSPECTION OF ON-SITE WASTEWATER TREATMENT SYSTEMS (OWWTS)**

- A. An inspection of an OWWTS by a OWWTS Property Transfer Inspector shall consist of determining compliance with R-13-0062, C.R. 02-31, Title 124 NAC, and the following:
  - 1. The septic tank shall be inspected to determine the depth of the sludge layer and scum layer; and
  - 2. The soil absorption field shall be visually inspected for signs or evidence of

- failure; and
  - 3. The soil absorption field shall be probed to determine the location of laterals and to check for excess effluent.
- B. An inspection of a wastewater lagoon by an OWWTS Property Transfer Inspector shall consist of determining compliance with R-13-0062, C.R. 02-31, Title 124 NAC, and the following:
  - 1. The dike shall be inspected for the presence of animal burrows, damage, cracks or crevices, and evidence of wastewater lagoon overflow or over-the-ground surface water inflow; and
  - 2. The wastewater lagoon shall be inspected for the presence of cattails, other emergent plants, and trees that might damage the wastewater lagoon seal or dike construction.

**Section V. INSPECTION OF ON-SITE WATER SUPPLY SYSTEMS (OWSS)**

- A. An inspection of an OWSS by an OWSS Property Transfer Inspector shall consist of:
  - 1. Determining compliance with Title 178 NAC 12; and
  - 2. Taking water samples from the OWSS and having such water samples analyzed for coliform bacteria, fecal coliform bacteria and Nitrate-Nitrogen to determine compliance with Title 179 NAC 3.
- B. Further water analysis may be required by the Health Director in cases of unsafe water samples, or in areas known or suspected to have contamination which could impact human health. Analysis may include testing for organic or inorganic chemicals. All such sampling and analysis shall be in compliance with Title 179 NAC 3.

**Section VI. INSPECTION REPORTS; REQUIREMENTS**

- A. The Property Transfer Inspector shall submit to the Department a signed property inspection report on forms approved by the Health Director. Inspection reports shall include, but are not limited to:
  - 1. The street address and the legal description of the property.
  - 2. The parcel identification number.
  - 3. The name of the owner or authorized agent.
  - 4. The location of the OS.
  - 5. Proximity to sources of contamination.
  - 6. A description of the current operational or functional status of the OS.
  - 7. Identification of any necessary repairs or replacement of all or portions of the OS.
  - 8. Results of the OWSS water analysis, where applicable.
  - 9. Other relevant observations related to the system(s), and potential health or environmental hazards, or nuisance conditions.
  - 10. Signature of Property Transfer Inspector.

- B. In the event that a complete inspection of the OWWTS cannot occur prior to the sale, transfer, or conveyance of property due to inclement weather conditions, the Property Transfer Inspector shall submit to the Health Director a signed written statement indicating what elements of the inspection could not be completed.
- C. The Property Transfer Inspector shall provide a copy of the inspection report to the owner or authorized agent.
- D. The inspection report filed with the Department shall be considered a public record.

**Section VII. REVIEW OF INSPECTION REPORT BY HEALTH DIRECTOR;  
DETERMINATION LETTER**

- A. Upon receipt of an inspection report and review fee, the Health Director will:
  - 1. Document the day of receipt of the inspection report.
  - 2. Review and evaluate the inspection report.
  - 3. Provide a written or electronic determination letter to the owner or authorized agent within five (5) business days after receipt of the inspection report and review fee. The determination letter will issue:
    - i. The approval of the OS to mean the structure and operational status are in substantial conformance with R-13-0062, C.R. 02-31, Title 124 NAC and/or Title 178 NAC 12; or
    - ii. The denial of the OS to mean the OS adversely affects or may adversely affect the public health and/or the environment; or
    - iii. An inability to approve or deny the OWWTS based upon receipt of a signed
- B. The owner or authorized agent is considered notified of the determination letter when the Health Director sends it by U.S. mail to the owner's or authorized agent's last known mailing address.
- C. If the owner or authorized agent disputes the Health Director's determination, the owner or authorized agent shall have the right to a hearing and appeal as provided in this resolution. A hearing or appeal does not stay the effect of the Health Director's determination.

**Section VIII. INSPECTIONS AND ENFORCEMENT; RIGHT OF ENTRY**

- A. The Health Director is hereby authorized and directed to make such inspections as are necessary to determine compliance with this resolution.
- B. Upon presentation of proper credentials the Health Director may enter at reasonable times any building, structure, or property in the county to determine compliance with the requirements of this resolution. It shall be unlawful for any owner or occupier of the property or person in charge of the property to deny right of entry to the Health Director to make such inspection.

**Section IX. PROPERTY TRANSFER INSPECTOR PERMIT; REQUIREMENTS**

policy of insurance sufficient in coverage and amount to fully satisfy any judgments and pay any and all liabilities, judgments, claims, and related expenses that may arise in connection with services provided under the provisions of this resolution. At a minimum, such insurance shall include:

1. Workers' Compensation Insurance fully insuring its employees as required by law. Said insurance shall be obtained from an insurance company which is authorized to do business in the State of Nebraska.
2. Commercial or Comprehensive General Liability Insurance, naming and protecting the Property Transfer Inspector, Lancaster County, and the Lincoln-Lancaster County Health Department against claims for damages resulting from (i) bodily injury, including wrongful death; (ii) personal injury liability; and (iii) property damage which may arise from services provided under the provisions of this resolution. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

\$1,000,000 Each Occurrence  
 \$1,000,000 Personal Injury  
 \$2,000,000 Aggregate

- B. All Certificates of Insurance shall be subject to review and approval by the County Attorney's Office. All Certificates of Insurance shall be filed with the Health Department on the standard ACCORD Certificate of Insurance form showing the specific limits of insurance required by the preceding subsections A and B, and showing Lancaster County and the Lincoln-Lancaster County Health Department as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the County and the Health Department with thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance coverage. Any termination, reduction, or lapse of such insurance shall be grounds for suspension or revocation of the Property Transfer Inspector's permit, unless other insurance satisfying the requirements of this section is provided and is in full force and effect at the time of such expiration or cancellation.

**Section XI. FEES**

- A. Fee for evaluation and review of Property Transfer Inspector reports and any necessary site visits by Health Director \$200.00
- B. Property Transfer Inspector permit fees:
 

On-site Wastewater Treatment System (OWWTS) Property Transfer Inspector	\$30.00
On-site Waste Supply System (OWSS) Property Transfer Inspector	\$30.00
Both OWWTS & OWSS	\$30.00

All fees are payable to the Lincoln-Lancaster County Health Department and shall be credited to the Health Fund. No fees will be refunded.

**Section XII. PROPERTY TRANSFER INSPECTION; PERMIT REQUIRED**

It shall be unlawful for any person other than a Property Transfer Inspector or an authorized representative of the Health Director that is currently a Registered Environmental Health Specialist in the State of Nebraska to inspect any OS prior to transfer, sale or conveyance of property as required by this resolution.

**Section XIII. PROPERTY TRANSFER INSPECTOR PERMIT; SUSPENSION, REVOCATION**

It shall be a condition of the Property Transfer Inspector permit issued under this resolution that it may be suspended or revoked at any time by the Health Director for a violation of Title 124 NAC, Title 178 NAC 10, Title 179 NAC 3, or any of the provisions of this resolution. A permit granted under this resolution shall be subject to suspension or revocation in the following manner:

- A. The Health Director shall notify the person holding the Property Transfer Inspection Permit to be suspended or revoked as provided in Section XVI.
- B. The Health Director may suspend the permit for an appropriate period of time not to exceed ninety (90) days.
- C. The suspension or revocation shall be effective immediately upon notice.
- D. This person has a right to a hearing in which the Health Director shall conduct the hearing in accordance with this resolution.
- E. It shall be unlawful to inspect an OS after receiving notice of suspension or revocation.
- F. Actions for reinstatement, hearing, or appeal shall not stay or delay the suspension or revocation in any manner.

**Section XIV. PROPERTY TRANSFER INSPECTOR PERMIT; REINSTATEMENT OF PERMIT**

- A. Any person whose Property Transfer Inspector Permit has been suspended may apply to have the permit reinstated after the suspension period has expired. The person shall pass the exam and provide a statement signed by the person that the conditions causing suspension of the permit have been corrected.
- B. Any person whose Property Transfer Inspector Permit has been revoked may apply for a new permit after 90 days. The person shall complete a new permit application, pay the required fee, pass the exam, and provide a statement signed by the person that the conditions causing revocation of the permit have been corrected.

**Section XV. ENFORCEMENT HEARINGS**

- A. Unless this resolution provides otherwise, the Health Director shall conduct hearings allowed or required under this resolution as soon as practicable, but in no event later than:
  - 1. Three (3) business days after a request for hearing to appeal a permit suspension or revocation; or
  - 2. Five (5) business days after any other request; or

3. At an agreed upon time frame if such is requested by the person for whom the hearing is being held.
- B. The Health Director shall make recommendations based on the evidence adduced at the hearing for the Health Director's final determination of the matter.
- C. The hearing need not be conducted according to the technical rules relating to evidence and witnesses. The person requesting the hearing and the Health Director may:
  1. Call and examine witnesses on any matter relevant to the issues of the hearing;
  2. Introduce documentary and physical evidence;
  3. Cross examine opposing witnesses on any matter relevant to the issues of the hearing; and
  4. Rebut evidence.
- D. The Health Director may uphold, reverse, or modify the act or findings prompting the request or the Health Director may take such other reasonable action as the Health Director may determine proper related to the request.
- E. The Health Director shall make a final determination within ten (10) business days after the hearing.
- F. The Health Director's decision shall be final and binding upon the County and upon the person making the request. The Health Director's decision may be appealed to the district court as provided by state law.

**Section XVI. NOTICE; SERVICE**

- A. The Health Director may serve notice authorized or required by this resolution as follows:
  1. By personal service to the person holding the Property Inspector Permit; or
  2. By certified mail, postage prepaid, return receipt requested to the last known address of the person holding the Property Inspector Permit.
- B. The person making personal service may provide a written declaration, under penalty of perjury, identifying the person served and the time, date, and manner of service as proof of service.
- C. After a request for a hearing, the Health Director shall provide notice of the time, place and date for said hearing and shall identify the provisions of this resolution alleged to be violated and the facts alleged to constitute such violation.

**Section XVII. PENALTY**

Any person who is found to have violated any provision of this resolution shall be subject to the penalties provided in Neb. Rev. Stat. § 23-174 and § 23-114.05, as amended. In addition to any penalty sought or obtained under this resolution or other applicable law, the County Attorney may institute injunctive or other appropriate civil proceedings necessary to obtain compliance or to abate any nuisance resulting from violations of this resolution.

**Section XVIII. SEVERABILITY**

If any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this resolution.

**Section XIX. EFFECTIVE DATE**

This resolution shall take effect and be in full force on November 5, 2013.

## FACT SHEET

**TITLE:**

County Resolution amending CR No. R-06-0005 Procedures for the inspection of on-site water supply systems and on-site wastewater treatment systems prior to the sale, transfer, or conveyance of property in Lancaster County, Nebraska

**SPONSOR:**

Health Department

**OPPONENTS:**

None specifically identified

**STAFF RECOMMENDATION:**

For

**OTHER DEPARTMENTS AFFECTED:**

None

**APPLICANT:**

Health Department

**REASON FOR LEGISLATION:**

To update County Resolution CR No. R-06-0005 Procedures for the inspection of on-site water supply systems and on-site wastewater treatment systems prior to the sale, transfer, or conveyance of property in Lancaster County, Nebraska by amending Section X. Fees and re-adopting all of the sections of the existing regulations to provide a single document with all current regulations and fees.

## DISCUSSION

Incremental fee increases are proposed for the review cost for regulation of property transfers with onsite systems, which address operational costs. No increase is proposed for individual Property Transfer Inspector permit fees. This revenue will allow the Department to provide required services, including reviews, inspections, education, and investigations, and to protect the public from illness and the spread of disease. This revenue was part of the FY 13/14 Budget that was approved by the joint budget committee.

In addition, we are asking the County Board to re-adopt the entire set of regulations so that the official record consists of a single document with all regulations and current fees.

**POLICY OR PROGRAM CHANGE:** No

**COST OF TOTAL PROJECT:** Projected revenue change will be a total of \$1055.

**SOURCE OF FUNDS:** User Fees

**FACT SHEET PREPARED BY:** Scott E. Holmes, REHS, MS  
Environmental Public Health Division Manager

**REVIEWED BY:** Judith A. Halstead, MS, Health Director

**CR No. R-06-0005**

**Procedures for the inspection of on-site water supply systems and on-site wastewater treatment systems prior to the sale, transfer, or conveyance of property in Lancaster County, Nebraska**

**Section X. FEES**

- (a) Fee for evaluation and review of Property Transfer Inspector reports and any necessary site visits by Health Director ~~.\$195.00~~ \$200.00
  
- (b) Property Transfer Inspector permit fees:
  - On-site Wastewater Treatment System (OWWTS) Property Transfer Inspector ..... \$30.00
  
  - On-site Waste Supply System (OWSS) Property Transfer Inspector ..... \$30.00
  
  - Both OWWTS & OWSS ..... \$50.00

All fees are payable to the Lincoln-Lancaster County Health Department and shall be credited to the Health Fund. No fees will be refunded.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF LANCASTER COUNTY, NEBRASKA

IN THE MATTER OF AMENDING SECTION II )  
OF COUNTY RESOLUTION NO. R-13-0064, ) RESOLUTION NO. R-22-0013  
PROCEDURES FOR THE INSPECTION OF )  
ON-SITE WATER SUPPLY SYSTEMS AND )  
ON-SITE WASTEWATER TREATMENT )  
SYSTEMS PRIOR TO THE SALE, TRANSFER, )  
OR CONVEYANCE OF PROPERTY IN )  
LANCASTER COUNTY, AS PROVIDED IN )  
ATTACHMENT "A." )

WHEREAS, pursuant to Neb. Rev. Stat. §23-174.10 (Reissue 2012), the Lancaster County Board of Commissioners adopted procedures for the inspection of on-site water supply systems and on-site wastewater treatment systems prior to the sale, transfer, or conveyance of property in Lancaster County on October 15, 2013, under County Resolution No. R-13-0064; and

WHEREAS, on January 11, 2022, the Lincoln-Lancaster County Health Department has recommended an amendment to those procedures, as provided in Attachment "A," attached hereto and incorporated by this reference; and

WHEREAS, on February 15, 2022, the Board of Commissioners of Lancaster County, Nebraska conducted a public hearing regarding the adoption of the amendment to Resolution No. R-13-0064, as provided in Attachment "A"; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Lancaster County, the amendment to County Resolution No. R-13-0064, procedures for the inspection of on-site water supply systems and on-site wastewater treatment systems prior to the sale, transfer, or conveyance of property in Lancaster County, as provided in Attachment "A" is hereby adopted, and shall become effective February 15, 2022.

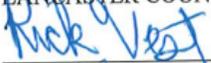
BE IT FURTHER RESOLVED that a copy of this resolution be placed on file in the office of the County Clerk.

DATED this 15 day of February, 2022, in the County-City Building, Lincoln, Lancaster County, Nebraska.

APPROVED AS TO FORM  
this 15 day of February, 2022.

  
\_\_\_\_\_  
Deputy County Attorney  
for PAT CONDON  
Lancaster County Attorney

BY THE BOARD OF COUNTY  
COMMISSIONERS OF  
LANCASTER COUNTY, NEBRASKA

  
\_\_\_\_\_  
  
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\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Attachment "A"

**Section II. DEFINITIONS**

TITLE 124 NAC shall mean the Nebraska Administrative Code Title 124 (Nebraska Department of Environmental Quality Title 124 - Rules and Regulations for the Design, Operation and Maintenance of On-site Wastewater Treatment Systems, effective August 11, 2012).

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF LANCASTER COUNTY, NEBRASKA

IN THE MATTER OF AMENDING SECTION )  
XI OF COUNTY RESOLUTION NO. R-20-0055, )  
PROCEDURES FOR THE INSPECTION OF ON- ) RESOLUTION NO. R-22-0084  
SITE WATER SUPPLY SYSTEMS AND )  
ON-SITE WASTEWATER TREATMENT )  
SYSTEMS PRIOR TO THE SALE, TRANSFER, )  
OR CONVEYANCE OF PROPERTY IN )  
LANCASTER COUNTY, NEBRASKA, AS )  
PROVIDED IN ATTACHMENT "A" )

WHEREAS, pursuant to Neb. Rev. Stat. § 23-174.10, the Lancaster County Board of Commissioners adopted procedures for the inspection of on-site wastewater supply systems and on-site wastewater treatment systems prior to the sale, transfer, or conveyance of property in Lancaster County on February 28, 2006, under County Resolution No. R-06-0005 and on October 15, 2013, under County Resolution No. R-13-0064, and on August 9, 2016 under Resolution No. R-16-0049, and on September 18, 2018 under Resolution R-18-0062, and on September 8, 2020 under Resolution R-20-0055;

WHEREAS, the Lincoln-Lancaster County Health Department has recommended an amendment to increase the fees for evaluation and review of Property Transfer Inspector reports and necessary site visits by the Health Director, as provided in Attachment "A," attached hereto and incorporated by this reference; and

WHEREAS, on September 13, 2022 the Board of Commissioners of Lancaster County, Nebraska, conducted a public hearing regarding the adoption of the amendments to County Resolution No. R-20-0055 Procedures for the Inspection of On-Site Wastewater Supply Systems and On-Site Wastewater Treatment Systems Prior to the Sale, Transfer, or Conveyance of Property in Lancaster County, Nebraska, as provided in Attachment "A";

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Lancaster County, the amendments to County Resolution No. R-20-0055, Procedures for the Inspection of On-Site Wastewater Supply Systems and On-Site Wastewater Treatment Systems Prior to the Sale, Transfer, or Conveyance of Property in Lancaster County, Nebraska, as provided in Attachment "A," are hereby adopted, and shall become effective September 13,

2022. These amendments shall supersede all previous amendments not in conformance herewith.

BE IT FURTHER RESOLVED, that a copy of this resolution be placed on file in the office of the County Clerk.

DATED this 20 day of September, 2022, in the County-City Building, Lincoln, Lancaster County, Nebraska.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF  
LANCASTER COUNTY, NEBRASKA

Rich Vest  
Christa Thakum  
Andy Grew  
Janet  
Deb Schorr

APPROVED AS TO FORM  
this 20 day of  
September, 2022.

[Signature]  
Deputy County Attorney  
for PAT CONDON  
Lancaster County Attorney

Attachment "A"

PROCEDURES FOR THE INSPECTION OF ON-SITE WATER SUPPLY SYSTEMS  
AND ON-SITE WASTEWATER TREATMENT SYSTEMS PRIOR TO THE SALE, TRANSFER,  
OR CONVEYANCE OF PROPERTY IN LANCASTER COUNTY, NEBRASKA

**SCHEDULE OF COSTS FOR SEPTEMBER 1, 2022 TO AUGUST 31, 2023**

**Section XI. FEES**

- A. Fee for evaluation and review of Property Transfer Inspector reports and any necessary site visits by Health Director ~~\$260.00~~ \$265.00
  
- B. Property Transfer Inspector permit fees:
  - On-site Wastewater Treatment System  
(OWWTS) Property Transfer Inspector.....\$50.00
  
  - On-site Water Supply System (OWSS)  
Property Transfer Inspector .....\$50.00
  
  - Both OWWTS & OWSS .....\$75.00

All fees are payable to the Lincoln-Lancaster County Health Department and shall be credited to the Health Fund.

**SCHEDULE OF COSTS FOR SEPTEMBER 1, 2023 OR UNTIL SUCH TIME AS  
UPDATED BY RESOLUTION**

**Section XI. FEES**

- A. Fee for evaluation and review of Property Transfer Inspector reports and any necessary site visits by Health Director ~~\$265.00~~ \$270.00
  
- B. Property Transfer Inspector permit fees:
  - On-site Wastewater Treatment System  
(OWWTS) Property Transfer Inspector.....\$50.00 \$55.00
  
  - On-site Water Supply System (OWSS)  
Property Transfer Inspector .....\$50.00 \$55.00
  
  - Both OWWTS & OWSS .....\$75.00 \$80.00

All fees are payable to the Lincoln-Lancaster County Health Department and shall be credited to the Health Fund.

**EXHIBIT D**

Lancaster County Air Pollution Control Resolution R-13-0073, an amended by R-22-0085

BEFORE THE BOARD OF COUNTY COMMISSIONS  
OF LANCASTER COUNTY, NEBRASKA

IN THE MATTER OF ADOPTING                    )  
THE LANCASTER COUNTY AIR                )  
POLLUTION CONTROL RESOLUTION        )     RESOLUTION NO. R-13-0073

WHEREAS, it is hereby declared to be the public policy of Lancaster County to achieve and maintain reasonable levels of air quality which will protect human health and safety, by working cooperatively with industries and other entities to prevent injury to plant, animal life, and property; and to promote the public safety, health and welfare of its inhabitants; and

WHEREAS, the need to prevent excessive emission potential air contaminants in the area of Lancaster County (except the City Lincoln and the area over which it exercises zoning jurisdiction), and the resultant effect upon the public safety, health and welfare, requires adoption of a comprehensive and integrated air pollution control program; and

WHEREAS, to achieve the above stated goals, the Lancaster County Board of Commissioners adopted the Lancaster County Air Pollution Control Resolution of 1993 on November 16, 1993 under County Resolution No. 5069; and

WHEREAS, the Lincoln-Lancaster County Health Department has recommended that the previously adopted Lancaster County Air Pollution Control Resolution of 1993, Resolution No. 5069, be updated in its entirety to reflect the most current version of the Lancaster County Air Pollution Control Resolution, as provided in Attachment "A," attached hereto and incorporated by this reference.

WHEREAS, on December 10, 2013, the Board of Commissioners of Lancaster County, Nebraska, conducted a public hearing regarding the adoption of the updated Lancaster County Air Pollution Control Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Lancaster County, that the Lancaster County Air Pollution Control Resolution, as provided in Attachment "A," is hereby adopted, and shall become effective upon execution of this Resolution by the Board.

BE IT FURTHER RESOLVED, that County Resolution No. 5069 is hereby superseded and that all other resolutions and parts of resolutions in conflict herewith be and they are hereby replaced.

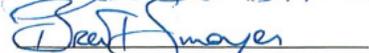
BE IT FURTHER RESOLVED, that a copy of this resolution be placed on file in the office of the County Clerk.

DATED this \_\_\_\_ day of December, 2013, in the County-City Building, Lincoln,  
Lancaster County, Nebraska.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF  
LANCASTER COUNTY, NEBRASKA

APPROVED AS TO FORM  
this 10 day of  
December, 2013.

  
Deputy County Attorney  
for JOE KELLY  
Lancaster County Attorney

  
  
  
  
Hudkins Absent

ATTACHMENT "A"

LANCASTER COUNTY AIR POLLUTION  
CONTROL RESOLUTION

Section 1. Title. This Resolution shall be known and referred to as "The Lancaster County Air Pollution Control Resolution." Resolution Number 5069 entitled "The Lancaster County Air Pollution Control Resolution of 1993" and any amendments thereto are hereby rescinded.

Section 2. Purpose. It is the intent and purpose of this Resolution to provide methods and procedures for the control of air pollution; to achieve and maintain the National Ambient Air Quality Standards; to empower the Director to investigate and abate violations of said standards and regulations; to prescribe the duties of the Director and the Air Pollution Control Advisory Board; and to prescribe penalties for violations of this Resolution as adopted in accordance therewith. In addition to powers conferred elsewhere in the laws of the state and notwithstanding any other law of the state, the Director shall have the power to implement and enforce an air pollution control program within the Lancaster County under subsection (23) of Section 81-1504 or subsection (1) of Section 81-528 which program shall be consistent with the Clean Air Act (Act), as amended (42 U.S.C. 7401 et seq.). This Resolution together with the Lincoln-Lancaster County Air Pollution Control Program adopted by Resolution No. R-13-\_\_\_\_\_, and all amendments thereto, implemented by an interlocal agreement with the City of Lincoln comprise the Lancaster County Air Pollution Control Program.

Section 3. Definitions. Unless otherwise defined, or a different meaning is clearly required by context, the following words and phrases shall have the following meanings:

**Act** shall mean the Clean Air Act, as amended (42 U.S.C. 7401 et seq.).

**Air contaminant or air contamination** shall mean the presence in the outdoor atmosphere of any dust, fumes, mist, smoke, odor, vapor, gas, or other gaseous fluid, or particulate substance matter differing in composition from or exceeding in concentration the natural components of the atmosphere.

**Air pollutant or air pollution** shall mean the presence in the outdoor atmosphere of one or more air contaminants or combinations thereof present in the atmosphere in such quantities and of such duration as are or may tend to be injurious to human, plant, or animal life.

**Owner or operator** shall mean any person who owns, leases, operates, controls, or supervises a stationary source.

**Person** shall mean any individual, partnership, limited liability company, firm, association, public or private corporation, trustee, receiver, assignee, estate, public, or private institution, group, public or private agency, municipality or other governmental subdivision, political subdivision of this state, any other state or political subdivision or agency thereof of any legal successor, representative, agent or agency of the foregoing.

**Refuse** shall mean and include garbage, rubbish, ashes, street refuse, dead animals, vehicles and parts thereof, industrial wastes, construction wastes, sewage treatment residue, leaves and grass, and any other waste matter or material which accumulates in the conduct of a household, business establishment, shop, or factory of any kind or nature, and any other combustible waste material containing carbon in a free or combined state.

**Salvage operation** shall mean any operation conducted in whole or in part for the salvaging or reclaiming of any product or material.

**Source** shall mean any factory, grain elevator, machine, industrial plant, real or personal property, or person contributing to air pollution.

**Stationary source** shall mean any building, structure, facility, or installation which emits or may emit any air pollutant subject to regulation by the Act or by the Lincoln Lancaster County Air Pollution Control Program Regulations and Standards.

#### Section 4. Director Powers and Duties.

- (a) The duties of the Director shall include the investigation, prevention, and abatement of air pollution from any source and enforcing the provisions of the Air Pollution Control Program.
- (b) The Director shall have the power and duty to:
  - (1) Make such inspections and tests as the Director deems necessary to determine compliance with the provisions of the Air Pollution Control Program and to require the submission of air contaminant emission information in connection with such inspections, tests, and studies.
    - (i) Reports shall be made on forms furnished by the Department.
    - (ii) Director shall determine what information is required for reporting purposes, the persons to submit the information required, and the means maintaining current status of the information. All emission data furnished to or obtained by the Department concerning one or more air contaminant sources shall be made

available during business hours for inspection by the public as provided by the Act.

- (2) Exercise general supervision of the administration and enforcement of the Act and the Air Pollution Control Program;
- (3) Develop comprehensive programs for the prevention, control, and abatement of new or existing sources of air pollution;
- (4) Advise, consult, and cooperate with other agencies of the state, the federal government, and with affected groups, political subdivisions, and industries;
- (5) Act as the local air pollution agency, for all purposes of the Act and any other federal legislation pertaining to loans or grants for environmental protection and from other sources, public or private, for carrying out any of its functions, which loans and grants shall not be expended for other than the purposes for which provided;
- (6) Collect and disseminate information and conduct educational and training programs relating to air pollution and the prevention, control, and abatement of such pollution;
- (7) Issue, modify, or revoke orders:
  - (i) Prohibiting or abating discharges of air pollutants;
  - (ii) Requiring the construction of control systems or any parts thereof or the modification, extension, or adoption of other remedial measures to prevent, control, or abate air pollution;
- (8) Perform the following:
  - (i) Hold hearings required by the Air Pollution Control Program and give notice thereof,
  - (ii) Administer oaths, and
  - (iii) Make such testimony as the Director deems necessary.
  - (iv) Any of these powers may be exercised on behalf of the Director by a hearing officer designated by the Director;
- (9) Require under such conditions as the Director may prescribe, the submission of such plans, specifications, and other information as the Director deems necessary to carry out the Air Pollution Control Program. When deemed necessary by the Director, such plans and specifications shall be prepared and submitted by a professional engineer duly registered to practice in the State of Nebraska. Nothing in this section shall be construed to authorize the Director to specify the type, design, method of installation, or type of construction of any equipment of manufacturing processes;

- (10) Issue, continue in effect, revoke, modify, or deny permits, under such conditions as the Director may prescribe and consistent with the Act and the Air Pollution Control Program:
  - (i) To prevent, control, or abate air pollution,
  - (ii) For the discharge of air pollutants, and
  - (iii) For the installation, modification, or operation of control systems or any parts thereof;
- (11) Require proper maintenance and operation of control systems;
- (12) Exercise all incidental powers necessary to carry out the purposes of the Act and the Air Pollution Control Program;
- (13) Require access to existing and available records relating to:
  - (i) Emissions or discharges which cause or contribute to air pollution; or
  - (ii) The monitoring of such emissions or discharges;
- (14) Obtain such scientific, technical, administrative, and operational services including laboratory facilities, by contract or otherwise, as the Director deems necessary;
- (15) Encourage voluntary cooperation by persons and affected groups to achieve the purposes of the Act and the Air Pollution Control Program;
- (16) Consult with any person proposing to construct, install, or otherwise acquire an air contaminant source or a device or system for control of such source, upon request of such person, concerning the efficacy of such device or system or concerning the air, land, or water pollution problem which may be related to the source, device, or system. Nothing in any such consultation shall be construed to relieve any person from compliance with the Act or the Air Pollution Control Program, or any other provision of law;
- (17) Require all persons engaged or desiring to engage in operations which result or which may result in air pollution to secure a permit prior to installation or operation or continued operation;
- (18) Enter and inspect or cause to be inspected, during reasonable hours, any building, facility, or place, as provided in the Uniform Inspections Code;
- (19) Receive or initiate complaints of air pollution, hold hearings in connection with air pollution, and institute legal proceedings for the control or prevention of air, water, or land pollution, and for the recovery of penalties, in accordance with the Act and the Air Pollution Control Program;

- (20) Conduct tests and take samples of air contaminants, fuel, process materials, or any other substance which affects or may affect discharges or emissions of air contaminants from any source, giving the owner or operator a receipt for the sample obtained;
- (21) Develop and enforce compliance schedules, under such conditions as the Director may prescribe and consistent with the Act and the Air Pollution Control Program to present, control, or abate air pollution;
- (22) Advise planning agencies regarding air use aspects of plans and planning functions in order to prevent land use conflicts with air quality needs;
- (23) Conduct studies to determine what is necessary to meet assigned responsibilities;
- (24) Advise bodies with zoning responsibilities and make recommendations concerning both proposed and adopted zoning regulations affecting air pollution control;
- (25) Make recommendations for revisions of this Resolution and the Air Pollution Control Program;
- (26) Administer grants or other funds or gifts received for the purpose of carrying out any of the purposes of the Air Pollution Control Program, subject to the laws, regulations and resolutions of the State of Nebraska and the County of Lancaster; and
- (27) Consult with the Air Pollution Control Advisory Board and the Lancaster County Board of Commissioners on matters pertaining to the Air Pollution Control Program.

#### Section 5. Air Pollution Control Advisory Board; Appointment and Duties

As provided for in the Lincoln-Lancaster County Air Pollution Program:

- (a) The Mayor of the City of Lincoln shall appoint, with approval of the Lincoln City Council and the Lancaster County Board of Commissioners, an advisory board of nine members, four of whom shall be from industry. The Director and a member of the Lancaster County Board of Commissioners shall be ex officio members of the advisory board, and the Director shall serve as secretary to the advisory board. The City Attorney or a designated representative, and the Planning Director or a designated representative, shall advise the advisory board as necessary.
- (b) The members of the advisory board shall serve for a period of three years. Three original appointees to the advisory board shall serve a term of one year each; three original appointees to the advisory board shall serve a term of two years each; and three original appointees to the advisory board shall serve a term of three years each. Thereafter, all

appointments to the advisory board shall be for a term of three years each. Annually, the advisory board shall organize itself by the election from its membership of a president and vice-president who shall not be an ex officio member. The advisory board shall adopt its own rules and regulations for the conduct of its meetings. The advisory board shall meet at least annually and in addition, shall meet at the call of its president, the Mayor, the City Council, the Lancaster County Board of Commissioners, and the Board of Health, or upon written request signed by five of its members and filed with the secretary of the board.

- (c) The advisory board shall advise the Mayor, City Council, the Lancaster County Board of Commissioners, and the County Board of Health with respect to needed revision in this or any other resolution and on matters concerning the Air Pollution Control Program, and when necessary submit written evaluations of both the Air Pollution Control Program and the Department to the Mayor, City Council, the Lancaster County Board of Commissioners, and the Board of Health.

#### Section 6. Procedure for Abatement.

If the Director has determined by observation or tests that any act violates the provisions of this Resolution, a violation notice may be issued to the owner, operator, or the agent of either the owner or operator of any source of air pollution. The violation notice shall state the violation and specify the date by which the violation shall be corrected.

If the conditions causing the violation have not been rectified by the time described in the violation notice, the Director may refer the matter to the office of the County Attorney, and the County Attorney may institute the necessary legal proceedings in a court of competent jurisdiction for the purposes of assessing penalties or obtaining an injunction, or both, to secure compliance with the provisions of this Resolution.

#### Section 7. Appeal Procedure.

- (a) Any person who is aggrieved by a decision, notice, or order of the Director may appeal such decision, notice, or order
- (b) Enforcement of any decision, notice, or order of the Director shall be stayed during the pendency of any appeal properly and timely filed except in cases of emergency as defined by the Air Pollution Control Program or other applicable law.

#### Section 8. Variance.

Whenever it has been demonstrated to the Director that compliance with this Resolution cannot be effectively and promptly made, the Director may grant a variance as provided in the Air Pollution Control Program.

Section 9. Inspections; How Conducted.

All inspection, survey and examinations of premises conducted pursuant to the provisions of this Resolution relating to air pollution control shall be conducted in accordance with the provisions of the Uniform Inspections Code.

Section 10. Issuance of Building Permit.

No building permit to commence construction or modification of any source for which an application is required under the Air Pollution Control Program shall be issued by the Department of Building and Safety until the Director has issued a permit for construction or modification of the source.

Section 11. Odor Nuisances Prohibited.

- (a) It shall be unlawful to cause or permit odorous emissions from any source except animal confinement and feeding operations. Such violation may be established as follows:
- (1) Upon complaint of the Director that the odorous emission endangers or tends to endanger the health or safety of the public, or that such emission is unreasonably offensive or objectionable causing unreasonable interference with the use or enjoyment of affected property; or
  - (2) Upon complaint of three or more unrelated people within a thirty-day period at their residences that any detectable odor endangers or potentially endangers health, safety or welfare or is unreasonably offensive or objectionable causing unreasonable interference with the use or enjoyment of the complainant's property.
- (b) It shall be unlawful to cause or permit odorous emissions from animal confinement and feeding operations. Such emissions shall not be a violation where:
- (1) The owner or operator has employed all reasonable techniques to minimize odor;
  - (2) The operation is in compliance with all applicable regulations adopted by the state and zoning regulations of the County;
  - (3) The complaint is filed by a person other than a person in lawful possession of the land claimed to be affected by the odor; and

- (4) The complaint is filed by a person who acquired lawful possession of the affected land after the owner or operator began lawful operation.

Section 12. Open Burning.

- (a) Within Lancaster County, except the City of Lincoln and the area over which the City of Lincoln exercises zoning jurisdiction, the open burning of refuse and salvage materials shall be regulated as follows:
  - (1) Residential, rural residential, agricultural, and common-carrier right-of-way open burning:
    - (i) It shall be unlawful to cause, suffer, allow or permit open burning of refuse on residential, rural residential, agricultural (farm) property or common-carrier right-of-way, when the nearest boundary of the burning site is within one hundred (100) yards of an occupied dwelling, an occupied business structure, school or other institution, park or recreational area, other than what is located on the property where proposed open burning is to take place without first obtaining a Burn Permit as hereinafter provided in Section 13 of this Resolution.
    - (ii) Any refuse burned shall be indigenous to the property of the owner or person in lawful possession of the land.
  - (2) Industrial, commercial (other than salvage operations), institutional (to include schools, hospitals, churches, and related facilities), governmental and community solid waste disposal open burning:
    - (i) It shall be unlawful for governmental, industrial or commercial enterprise, or institutions, or on community solid waste disposal sites, to cause open burning of refuse without having a permit to do so issued by the Director as hereinafter provided in Section 13 of this Resolution.
  - (3) It shall be unlawful to intentionally burn any house, barn, shed and other structure without having a permit to do so issued by the Director as hereinafter provided in Section 13 of this Resolution.
- (b) Except as herein provided, regardless of whether a permit for open burning has been issued or not, and regardless of whether neighboring properties are affected or not, it shall be unlawful for any person, or industrial, commercial, government or institutional facility, or

solid waste disposal site within Lancaster County to cause, permit, or allow any of the following:

- (1) Burn any garbage or salvage material. Permits shall not be issued for the burning of such materials.
  - (2) Conduct any open burning which allows smoke from the fire to travel onto any street, road or highway in such a way as to obscure the vision of any person operating a vehicle on that street, road or highway.
  - (3) Except as permitted by the Director for fire training purposes, burn or use to start the burning process, any of the following materials:
    - (i) Gasoline, diesel oil, heavy oil, solvents, or other flammable petroleum products.
    - (ii) Treated wood of any kind including railroad ties, treated posts, utility poles, wood paneling and particle board.
    - (iii) Plastic and items containing plastic of any kind.
    - (iv) Rubber and asphaltic products including rubber tires roofing shingles, tar paper, asphaltic siding and sheeting and items containing rubber or asphaltic compounds.
    - (v) Any material being burned for the purpose of salvaging all or part of said material.
    - (vi) Any other chemical material which produces highly toxic smoke or fumes which may endanger the public or firefighters called to extinguish the fire.
  - (4) Conduct open burning which permits smoke from the fire to travel onto a neighboring property, park or recreational area where it becomes a public nuisance to people who occupy the neighboring dwelling, business structure, or are using the park or recreational area.
- (c) The Director or the chief of the appropriate fire department may prohibit any or all open burning when atmospheric conditions or local circumstances make such fires hazardous to health, welfare or safety of persons or property, and all permits for burning shall be subject to such prohibition or cancellation.
- (d) Any person who conducts open burning in Lancaster County must be present at the immediate site of the open burning at all times while the burning occurs. No person shall leave said site unattended until there are no smoldering embers or the fire has been completely extinguished, or both.

- (c) Within Lancaster County, it shall be prima facie evidence that the person who owns, controls, or occupies property on which open burning occurs has caused or permitted said open burning.

Section 13. Open Burning Permits.

- (a) A written application shall be filed with the Director giving reasons why no other practicable method except open burning can be employed to dispose of the refuse involved, the amount and kind of refuse to be burned, the exact location where the burning will take place, including the distances to adjacent structures; and the dates or days and times when the open burning is proposed to be done. Applications from industrial or commercial businesses must be accompanied by payment of a permit fee of \$140.00 per day on which burning is to take place. Said fee shall be credited to the Health Fund.
- (b) The Director shall immediately forward applications to the fire department having jurisdiction over the area in which the burning is to take place for the fire chief's approval. Upon receiving the application back from the fire department with its action noted, the Director shall act upon and notify the applicant within five (5) days.
- (c) The Director is authorized to issue a permit only if:
  - (1) There is no other practical method except open burning which can be employed to dispose of the refuse involved, and
  - (2) The appropriate fire department has approved the application as meeting their fire safety requirements.
  - (3) The fire is being set for purposes of training firefighters who are employed by or members of a rural fire district.
- (d) Applicants may be issued an extended permit covering a period of time not to exceed one year. Such permits may limit the number of times the applicant can burn in a specific time period. As a condition of issuance, specific pollution control procedures or methods may be required by the Director in order to protect the public health.
- (e) It shall be unlawful for the permittee to fail to carry out any control procedures or other conditions established as criteria for issuance of the permit. Said permit may be revoked by the Director at any time a violation of this Resolution is observed or conditions of the permit are not met.

Section 14. Air Pollution Nuisance. Prohibited.

- (a) The emission or escape into the open air from any source or sources whatsoever of smoke, ashes, dust, dirt, grime, acids, fumes, gases, vapors, odors, or any other substances or combinations of substances, in such manner or in such amounts as to endanger or tend to endanger the health, comfort, safety, or ,welfare of the public, or is unreasonably offensive and objectionable to the public, or shall cause unreasonable injury or damage to property or interfere with the comfortable enjoyment of property or normal conduct of business, is hereby declared to be a public nuisance. It shall be unlawful for any person to cause, permit, or maintain any such public nuisance.
- (b) Nothing in any section of the Air Pollution Control Program shall in any manner be construed as authorizing or legalizing the creation or maintenance of a nuisance as described in this section of this Resolution.

Section 15. Penalty.

Any person who violates any of the provisions of this Resolution or who fails to perform any duty imposed by the same shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by imprisonment in the county jail for a period of not to exceed three months or by a fine of not to exceed \$500.00 recoverable with costs, or both such fine and imprisonment. Each day that a violation continues shall constitute a separate and distinct offense and shall be punishable as such. In default of the payment of such fine and costs, the person or, if such person is a corporation, the officers of such corporation may be imprisoned in the county jail for a period of not more than sixty days and in addition thereto may be enjoined from continuing such violation.

Section 16. Severability.

If any clause, paragraph, subsection or section of this Resolution is held invalid, it shall be conclusively presumed that the Lancaster County Board of Commissioners would have enacted the remainder of this Resolution not directly related to such clause, paragraph, subsection or section.

Section 17. Effective Date.

This Resolution shall take effect upon its execution by the Lancaster County Board of Commissioners.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF LANCASTER COUNTY, NEBRASKA

IN THE MATTER OF AMENDING THE )  
LANCASTER COUNTY AIR POLLUTION )  
CONTROL RESOLUTION, TO INCREASE ) RESOLUTION NO. R-22-0085  
THE FEE FOR OPEN BURNING PERMITS, AS )  
PROVIDED IN ATTACHMENT "A" )

WHEREAS, pursuant to Neb. Rev. Stat. § 23-174.10, the Lancaster County Board of Commissioners adopted the Lancaster County Air Pollution Control Resolution on November 16, 1993 and again on December 10, 2013, under County Resolution No. R-13-0073, for the purpose of achieving and maintaining reasonable levels of air quality which will protect human health and safety and promote the public safety, health, and welfare of Lancaster County; and

WHEREAS, pursuant to Neb. Rev. Stat. §13-801, et seq., Lancaster County and the City of Lincoln entered into an Interlocal agreement for the purpose of providing for the establishment of the 1993 Lincoln-Lancaster County Air Pollution Program, which resolution was readopted at Lancaster County Resolution No. R-13-0072; and

WHEREAS, the Lancaster County Board of Commissioners amended the Lancaster County Air Pollution Control Resolution on August 9, 2016 under County Resolution No. R-16-0048, on September 18, 2018 under County Resolution No. R-18-0061 and on September 8, 2020 under County Resolution No. R-20-0056;

WHEREAS, pursuant to Neb. Rev. Stat. § 71-1630 and § 71-1635, Lancaster County cooperated with the City of Lincoln in the establishment and maintenance of a City-County Health Department; and

WHEREAS, the Lincoln-Lancaster County Health Department has recommended amendments to the Lancaster County Air Pollution Control Resolution to increase the cost for a burn permit, as provided in Attachment "A," attached hereto and incorporated by this reference; and

WHEREAS, on September 13, 2022, the Board of Commissioners of Lancaster County, Nebraska, conducted a public hearing regarding the adoption of the amendments to the Lancaster County Air Pollution Control Resolution, as provided in Attachment "A"; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Lancaster County, the amendments to County Resolution No. R-20-0056, Lancaster County Air Pollution Control Resolution, as provided in Attachment "A," are hereby adopted, and shall become effective September 13, 2022. These amendments shall supersede all previous amendments not in conformance herewith.

BE IT FURTHER RESOLVED, that a copy of this resolution be placed on file in the office of the County Clerk.

DATED this 20 day of September, 2022, in the County-City Building, Lincoln, Lancaster County, Nebraska.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF  
LANCASTER COUNTY, NEBRASKA

Rick Vest  
Christie Yakson  
Tommy Edmund  
Scott A.  
Deb Schorr

APPROVED AS TO FORM  
this 20<sup>th</sup> day of  
September, 2022.

[Signature]  
Deputy County Attorney  
for PAT CONDON  
Lancaster County Attorney

Attachment "A"

**SCHEDULE OF COSTS FOR SEPTEMBER 1, 2022 TO AUGUST 31, 2023**

**Section 13. Open Burning Permits.**

- (a) A written application shall be filed with the Director giving reasons why no other practicable method except open burning can be employed to dispose of the refuse involved, the amount and kind of refuse to be burned, the exact location where the burning will take place, including the distances to adjacent structures; and the dates or days and times when the open burning is proposed to be done. Applications from industrial or commercial businesses must be accompanied by payment of a permit fee of ~~\$180.00~~ \$185.00 per day on which burning is to take place. All fees are payable to the Lincoln-Lancaster County Health Department and shall be credited to the Health Fund.
- (b) The Director shall immediately forward applications to the fire department having jurisdiction over the area in which the burning is to take place for the fire chief's approval. Upon receiving the application back from the fire department with its action noted, the Director shall act upon and notify the applicant within five (5) days.
- (c) The Director is authorized to issue a permit only if:
  - (1) There is no other practical method except open burning which can be employed to dispose of the refuse involved, and
  - (2) The appropriate fire department has approved the application as meeting their fire safety requirements.
  - (3) The fire is being set for purposes of training firefighters who are employed by or members of a rural fire district.
- (d) Applicants may be issued an extended permit covering a period of time not to exceed one year. Such permits may limit the number of times the applicant can burn in a specific time period. As a condition of issuance, specific pollution control procedures or methods may be required by the Director in order to protect the public health.
- (e) It shall be unlawful for the permittee to fail to carry out any control procedures or other conditions established as criteria for issuance of the permit. Said permit may be revoked by the Director at any time a violation of this Resolution is observed or conditions of the permit are not met.

**SCHEDULE OF COSTS FOR SEPTEMBER 1, 2023 UNTIL SUCH TIME AS UPDATED BY RESOLUTION**

**Section 13. Open Burning Permits.**

- (a) A written application shall be filed with the Director giving reasons why no other practicable method except open burning can be employed to dispose of the refuse involved, the amount and kind of refuse to be burned, the exact location where the burning will take place, including the distances to adjacent structures; and the dates or days and times when the open burning is proposed to be done. Applications from industrial or commercial businesses must be accompanied by payment of a permit fee of ~~\$185.00~~ \$190.00 per day on which burning is to take place. All fees are payable to the Lincoln-Lancaster County Health Department and shall be credited to the Health Fund.

- (b) The Director shall immediately forward applications to the fire department having jurisdiction over the area in which the burning is to take place for the fire chief's approval. Upon receiving the application back from the fire department with its action noted, the Director shall act upon and notify the applicant within five (5) days.
- (c) The Director is authorized to issue a permit only if:
  - (1) There is no other practical method except open burning which can be employed to dispose of the refuse involved, and
  - (2) The appropriate fire department has approved the application as meeting their fire safety requirements.
  - (3) The fire is being set for purposes of training firefighters who are employed by or members of a rural fire district.
- (d) Applicants may be issued an extended permit covering a period of time not to exceed one year. Such permits may limit the number of times the applicant can burn in a specific time period. As a condition of issuance, specific pollution control procedures or methods may be required by the Director in order to protect the public health.
- (e) It shall be unlawful for the permittee to fail to carry out any control procedures or other conditions established as criteria for issuance of the permit. Said permit may be revoked by the Director at any time a violation of this Resolution is observed or conditions of the permit are not met.

**EXHIBIT E**

Interlocal Agreement, Resolution 23-23

4895-3564-8389, v. 1

**CITY OF WAVERLY  
RESOLUTION NUMBER 23-23**

RESOLUTION ADOPTING AN INTERLOCAL AGREEMENT WITH THE CITY OF LINCOLN, NEBRASKA, ON BEHALF OF THE LINCOLN-LANCASTER COUNTY HEALTH DEPARTMENT FOR THE PURPOSE OF PROVIDING HEALTH REGULATION INSPECTION AND ENFORCEMENT WITHIN THE CORPORATE LIMITS OF THE CITY AND ITS EXTRA-TERRITORIAL JURISDICTION.

WHEREAS, the City of Waverly(Name of Village/City) (“City”) previously adopted **Resolution Ordinance** Number 13-08 adopting an Interlocal Agreement with the City of Lincoln through the Lincoln-Lancaster County Health Department (“Lincoln”), providing for health regulation inspection and enforcement, which agreement has expired as of January 16, 2024; and

WHEREAS, for the protection of the health, safety, and general welfare of the citizens of the City health regulation inspection and enforcement responsibilities of the City must continue to be shared with Lincoln to adequately address the City’s needs; and

WHEREAS, the City desires to enter into a renewed and updated Interlocal Agreement with Lincoln, for the purposes of:

- a. Protecting the public’s health and the environment from pollution;
- b. Providing minimum standards regulating design, construction, installation, maintenance, and operation of individual sewage disposal systems within Lancaster County; and
- c. Providing investigation of public health nuisance conditions as defined by (Village/City Ordinance)Waverly Municipal Code § 32.003;
- d. Reviewing transfers of properties that are served by individual domestic water wells or onsite wastewater treatment systems to assure they meet minimum standards regulating design, construction, installation, maintenance, and operation established in Waverly(Village/City) ordinances as applicable; and
- e. Reviewing newly proposed subdivisions that will not be served by public water supply or community wastewater treatment for water, wastewaterwastewater, and environmental hazards.

WHEREAS, Lincoln is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such services shall be provided within the City’s corporate limits and extra-territorial jurisdiction;

WHEREAS, such Interlocal Agreements are authorized and provided for by the provisions of Neb. Rev. Stat. §13-8901 *et. seq.*, known as the Interlocal Cooperation Act; and

WHEREAS, the City and Lincoln (each a “Party”) hereby enter into this cooperative Interlocal Agreement for the mutual benefit of the Parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. Each Party agrees that it shall remain a distinct and separate entity with its own rights and authorities and that no separate board shall be created to fulfill the obligations of this Interlocal Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

**1. SERVICES**

A. ~~The City~~ ~~The (Name of Village/City)~~ and Lincoln enter into this Interlocal Agreement for ~~the City~~ ~~the (Name of Village/City)~~ to:

- (1) Provide to Lincoln any and all ordinances and regulations duly adopted by ~~the City~~ ~~the (Name of Village/City)~~ related to individual sewage disposal systems, water supply systems, solid wastes, nuisances, air quality, open burning, and other health and safety hazards; and
- (2) Act as the Party primarily responsible for enforcement of ~~the City’s~~ ~~the Village’s/City’s~~ ordinances, rules, and regulations related to the health and safety of the public.

B. ~~The City~~ and Lincoln enter into this Interlocal Agreement for Lincoln to:

- (1) Investigate complaints presented by the ~~Waverly City~~ ~~Village/City~~ Clerk related to public health nuisance conditions, and other health and safety hazards;
- (2) Generate necessary reports related to the findings of investigations conducted pursuant to this Interlocal Agreement and provide such reports to the ~~Waverly~~ ~~Village/City~~ Clerk upon completion of each investigation;
- (3) Cooperate with the ~~Waverly~~ ~~Village/City~~ Attorney in any enforcement actions brought by ~~the City of Waverly~~ ~~the Village/City~~ involving any investigation conducted by Lincoln according to the terms of this Interlocal Agreement;
- (4) Appear as requested as a witness regarding the findings of investigations conducted according to the terms of this Interlocal Agreement. ~~Notwithstanding the foregoing, the City’s employees shall not be asked to testify as experts by the Village/City in said proceedings.~~
- (5) Review and permit all newly built or repaired on-site wastewater treatment systems within the ~~corporate limits and extra-territorial jurisdiction of the City~~ ~~the (City/Village)~~, assuring they meet minimum standards for design, construction, installation, maintenance, and operation as adopted by Ordinance No. ~~\_\_\_\_\_~~ ~~23-16~~
- (6) Review transfers of properties that are served by individual domestic water wells or onsite wastewater treatment systems to assure they meet minimum standards regulating design, construction, installation, maintenance, and operation as adopted by Ordinance No. ~~\_\_\_\_\_~~ ~~23-16~~.

- (7) Review newly proposed subdivisions that will not be served by public water supply or community wastewater treatment for water, ~~wastewater~~wastewater, and environmental hazards.
  - (8) Review and permit open burning requests to assure they do not create health risks and meet minimum standards as adopted by Ordinance No. .23-16.
  - (9) Lincoln retains the right to limit the amount of staff time and other resources it expends to provide services identified in this Interlocal Agreement.
2. **TERM** – The term of this Interlocal Agreement shall commence upon the date of execution by the City and shall continue for a period of ten (10) years thereafter.
3. **TERMINATION FOR CONVENIENCE** – Either Party may terminate this Interlocal Agreement for any reason for its own convenience. If either Party elects to terminate this Interlocal Agreement prior to its expiration, the terminating Party shall provide the other Party with sixty (60) days written notice of the termination.
4. **DUTIES GENERALLY** – Both Parties to this Interlocal Agreement agree as follows:
  - A. To timely and professionally complete the services as described for both parties above, and to furnish their labor and pay all their own costs, including any taxes, required to complete their services.
  - B. To furnish everything reasonably necessary to complete the services unless specifically provided otherwise in this Interlocal Agreement.
  - C. To apply for and obtain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to the services.
  - D. To conduct all activities related to the services in a lawful manner.
  - E. To provide and perform all necessary labor in a professional ~~and workmanlike~~ manner and in accordance with the provisions of this Interlocal Agreement.
5. **INDEPENDENT ENTITIES** – LINCOLN has sole and exclusive charge and control of the manner and means of performance of the tasks required of it by this Interlocal Agreement. ~~LINCOLN-Lincoln~~ shall perform as an independent contractor, and it is expressly understood that neither ~~LINCOLN-Lincoln~~ nor any of its staff are employees of ~~the City~~ and, thus they are not entitled to any of ~~the City's~~(Name of Village/City) benefits including, but not limited to, overtime, retirement benefits, workers' compensation insurance, sick leave, or injury leave. ~~LINCOLN Lincoln~~ shall be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for all federal, state, local, and any other payroll taxes with respect to ~~LINCOLN-Lincoln~~ or its employees' compensation.
6. **INSURANCE**
  - A. ~~The City~~ shall maintain General Liability Insurance at its own expense during the life of this Interlocal Agreement, naming and protecting ~~the City the~~ (Name of Village/City) and Lincoln, its officials, employees, and volunteers as insured, against claims for damages resulting from (1) all acts or omissions, (2) bodily injury, including wrongful death, (3) personal injury

liability, and (d) property damage which may arise from operations under this Interlocal Agreement whether such operations are by ~~the City the (Name of Village/City)~~ and its employees, or those directly or indirectly employed by ~~the Citythe (Name of Village/City)~~. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

- (1) All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
- (2) Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
- (3) Personal Injury Damage - \$1,000,000 each Occurrence; and
- (4) Contractual Liability - \$1,000,000 each Occurrence; and
- (5) Products Liability and Complete Operations - \$1,000,000 each Occurrence; and
- (6) Medical Expenses (any one person) - \$10,000.

B. The following shall be provided and attached to this Interlocal Agreement by ~~the Citythe (Name of Village/City)~~:

- (1) A Certificate of Insurance for its General Liability Insurance. The City of Lincoln shall be specifically named as an additional ~~insurance-insured~~ on the General Liability Insurance Policy. ~~The City of WaverlyThe (Name of Village/City)~~ may present evidence of equivalent self-insurance in place of a certificate of insurance for General Liability Insurance. ~~The City of Lincoln~~ shall be treated as an additional insured as if ~~the City of Waverlythe (Name of Village/City)~~ possessed General Liability Insurance.
- (2) Proof of Workers' Compensation Insurance, where appropriate.

C. ~~The City The (Name of Village/City)~~ is required to provide Lincoln with thirty (30) days notice of cancellation, non-renewal, or any material reduction in insurance as required by this Interlocal Agreement. Further any General Liability Insurance Policy maintained in order to comply with this Interlocal Agreement shall specifically provide that the company from whom the policy is purchased will also provide Lincoln thirty (30) days notice of cancellation, non-renewal, or any material reduction in insurance on the part of ~~the Citythe (Name of Village/City)~~.

D. If ~~the City the (Name of Village/City)~~ obtains General Liability Insurance during the term of this Interlocal Agreement, it shall add ~~the City of Lincoln~~ as an additional insured and provide a copy of the Certificate of Insurance and specific endorsement on the policy naming ~~the City of Lincoln~~ as an additional insured.

7. **INDEMNIFICATION** – To the fullest extent permitted by law, ~~the City~~ shall indemnify, defend, and hold harmless the City of Lincoln, its officers, agents, and employees from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Interlocal Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of the ~~City(Name of Village/City)~~, or anyone for whose acts any of them may be liable. This section will not require ~~the Citythe (Name of Village/City)~~ to indemnify or hold harmless ~~the City of Lincoln~~ for any losses,

damages, claims, and expenses arising out of or resulting from the sole negligence of ~~the City of~~ Lincoln. ~~The City of~~ Lincoln does not waive its governmental immunity by entering into this Interlocal Agreement and fully retains all immunities and defenses provided by law. This section survives termination of this Interlocal Agreement.

8. **AUDIT PROVISION** – ~~The City The (Name of Village/City)~~ shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance records and materials germane to this Interlocal Agreement, as allowed by law.
9. **FAIR EMPLOYMENT** – ~~The City The (Name of Village/City)~~ shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08 and Neb. Rev. Stat. §48-1122, as amended.
10. **FAIR LABOR STANDARDS** – ~~The City The (Name of Village/City)~~ shall maintain Fair Labor Standards in the performance of this Interlocal Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.
11. **NEBRASKA LAW** – This Interlocal Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.
12. **INTEGRATION, AMENDMENTS, ASSIGNMENT** – This Interlocal Agreement represents the entire agreement between the Parties and all prior negotiations and representations are hereby expressly excluded from this Interlocal Agreement. This Interlocal Agreement may be amended only by written agreement signed by both Parties. This Interlocal Agreement may not be assigned without the prior written consent of the other Party.
13. **NEW EMPLOYEE VERIFICATION** - In accordance with Neb. Rev. Stat. § 4-108 through 4-114, ~~the City the (Name of Village/City)~~ agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. ~~The City (Name of Village/City)~~ shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. ~~The City The (Name of Village/City)~~ shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to [www.uscis.gov/everify](http://www.uscis.gov/everify).
14. **SEVERABILITY & SAVINGS CLAUSE** – Each section and each subdivision of a section of this Interlocal Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Interlocal Agreement and invalidity of any section or subdivision of a section of this Interlocal Agreement shall not invalidate any other section or subdivision of a section thereof.

15. **CAPACITY** – The undersigned persons representing the City the (Name of Village/City) and Lincoln do hereby agree and represent that he or she is legally capable and authorized to sign this Interlocal Agreement and to lawfully bind the City or Lincoln to this Interlocal Agreement.

IN WITNESS WHEREOF, the (Name of Village/City of Waverly) and the City of Lincoln do hereby execute this Interlocal Agreement as of the date below.

**[Signature Page Follows]**

\_\_\_\_\_  
William D. Gerdes or Chairperson of Board  
Mayor, Village/City of Waverly  
14130 Lancashire St  
Waverly, Nebraska 68462  
68508

\_\_\_\_\_  
Leirion Gaylor Baird  
Mayor of Lincoln  
555 South 10<sup>th</sup> Street  
Lincoln, Nebraska

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Date of Execution

4857-9347-7253, v. 1



Certificate Number: 16  
 Member Number: 0289  
 Policy Number: B0289PC2022-1

**CERTIFICATE OF COVERAGE**

This Certificate is issued as a matter of information only and confers no rights upon the Certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the coverage document(s) listed below.

NAME & ADDRESS OF MEMBER: City of Waverly  
 PO Box 427  
 Waverly, NE 68462

This is to certify that the coverage document(s) listed below have been issued to the Member named above and are in force at this time. Notwithstanding any requirement, term or condition of any agreement or other document with respect to which this Certificate may be issued or may pertain, the coverage(s) afforded is subject to all the terms, exclusions and conditions of the Coverage Agreement(s).

<b>TYPE OF COVERAGE</b>	<b>EFFECTIVE DATE</b>	<b>EXPIRATION DATE</b>	<b>LIMIT OF COVERAGE</b>
General Liability	10/1/2022	10/1/2023	\$5,000,000/\$5,000,000
Workers' Compensation	10/1/2022	10/1/2023	\$500,000/\$500,000/\$500,000

**CANCELLATION:** Should the above described coverage document(s) be cancelled, the League Association of Risk Management will endeavor to mail 30 days written notice to the below named Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the pool.

**SPECIAL CONDITIONS/OTHER COVERAGES:**

NAME & ADDRESS OF CERTIFICATE HOLDER:

City of Lincoln  
 555 S 10th St  
 Lincoln, NE 68508

DATE ISSUED: 9/19/2023

Authorized Representative



## ADDITIONAL PARTY LIABILITY COVERAGE

Member Name: City of Waverly

Effective Date: 10/1/2022

Member Number: 0289

Expiration Date: 10/1/2023

Policy Number: B0289PC2022-1

Endorsement No: 16

This endorsement modifies the LARM Liability Coverage Document.

### **SECTION III - WHO IS A MEMBER**

Is amended as follows:

The PERSON, ENTITY OR ORGANIZATION listed herein, including its **employees**, officers or volunteers, is included in the definition of **member**:

- A. but only as respects the coverages listed in the corresponding Certificate of Coverage;
- B.** only while such PERSON, ENTITY OR ORGANIZATION is acting on **your** behalf or in **your** interest; and
- C. only with respect to the ACTIVITY OR FUNCTION listed herein.

#### Limits of Liability

The lessor of the limits designated in the corresponding Certificate of Coverage or the limits designated in the Declarations is the most **we** will pay for the sum of all **damages**.

ACTIVITY OR FUNCTION:

PERSON, ENTITY OR ORGANIZATION

City of Lincoln  
555 S 10th St  
Lincoln, NE 68508

All other terms and conditions remain unchanged.

Nothing contained herein shall be construed to broaden the coverages, terms, conditions or limits beyond that which is provided in this LARM Liability Coverage Document and the Intergovernmental Contract to which this endorsement attaches.

Countersigned:

9/19/2023

Date

By:

*Kelly Hammond*



Certificate Number: 14  
 Member Number: 0289  
 Policy Number: B0289PC2023-1

**CERTIFICATE OF COVERAGE**

This Certificate is issued as a matter of information only and confers no rights upon the Certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the coverage document(s) listed below.

NAME & ADDRESS OF MEMBER: City of Waverly  
 PO Box 427  
 Waverly, NE 68462

This is to certify that the coverage document(s) listed below have been issued to the Member named above and are in force at this time. Notwithstanding any requirement, term or condition of any agreement or other document with respect to which this Certificate may be issued or may pertain, the coverage(s) afforded is subject to all the terms, exclusions and conditions of the Coverage Agreement(s).

<b>TYPE OF COVERAGE</b>	<b>EFFECTIVE DATE</b>	<b>EXPIRATION DATE</b>	<b>LIMIT OF COVERAGE</b>
General Liability	10/1/2023	10/1/2024	\$5,000,000/\$5,000,000
Workers' Compensation	10/1/2023	10/1/2024	\$500,000/\$500,000/\$500,000

**CANCELLATION:** Should the above described coverage document(s) be cancelled, the League Association of Risk Management will endeavor to mail 30 days written notice to the below named Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the pool.

**SPECIAL CONDITIONS/OTHER COVERAGES:**

NAME & ADDRESS OF CERTIFICATE HOLDER:

City of Lincoln  
 555 S 10th St  
 Lincoln, NE 68508

DATE ISSUED: 9/19/2023

*Kelly Hammond*

Authorized Representative



## ADDITIONAL PARTY LIABILITY COVERAGE

Member Name: City of Waverly

Effective Date: 10/1/2023

Member Number: 0289

Expiration Date: 10/1/2024

Policy Number: B0289PC2023-1

Endorsement No: 14

This endorsement modifies the LARM Liability Coverage Document.

### **SECTION III - WHO IS A MEMBER**

Is amended as follows:

The PERSON, ENTITY OR ORGANIZATION listed herein, including its **employees**, officers or volunteers, is included in the definition of **member**:

- A. but only as respects the coverages listed in the corresponding Certificate of Coverage;
- B.** only while such PERSON, ENTITY OR ORGANIZATION is acting on **your** behalf or in **your** interest; and
- C. only with respect to the ACTIVITY OR FUNCTION listed herein.

#### Limits of Liability

The lessor of the limits designated in the corresponding Certificate of Coverage or the limits designated in the Declarations is the most **we** will pay for the sum of all **damages**.

ACTIVITY OR FUNCTION:

PERSON, ENTITY OR ORGANIZATION

City of Lincoln  
555 S 10th St  
Lincoln, NE 68508

All other terms and conditions remain unchanged.

Nothing contained herein shall be construed to broaden the coverages, terms, conditions or limits beyond that which is provided in this LARM Liability Coverage Document and the Intergovernmental Contract to which this endorsement attaches.

Countersigned:

9/19/2023

Date

By:

*Kelly Hammond*

14R-3

Introduce: 1-6-14

RESOLUTION NO. A- 88037

1 BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:

2 That the Agreement between the City of Lincoln, on behalf of the Lincoln-  
3 Lancaster County Health Department and the City of Waverly, Nebraska to provide for  
4 health regulation inspection and enforcement within the corporate limits of the City of  
5 Waverly upon the terms and conditions as set forth in said Agreement, which is attached  
6 hereto marked as Attachment "A" and made a part hereof by reference, is hereby accepted  
7 and approved and the Mayor is hereby authorized to execute said Agreement on behalf of  
8 the City.

9 The City Clerk is directed to send a copy of this Resolution and one fully  
10 executed Agreement to Judy Halstead, Director of the Lincoln-Lancaster County Health  
11 Department, for transmittal to the City of Waverly.

Introduced by:

Simon Gaylor Baird

AYES: Camp, Christensen,  
Cook, Emery, Eskridge, Fellers,  
Gaylor Baird; NAYS: None.

Approved as to Form & Legality:

[Signature]  
City Attorney

**ADOPTED**

JAN 13 2014

**BY CITY COUNCIL**

Approved this 10<sup>th</sup> day of Jan, 2014:

[Signature]  
Mayor

# CITY OF LINCOLN

Request for:  Ordinance  
 Resolution

(Do Not Write in this Space)

Bill Control No. 14R-3 Date: 12/13

Docketing Date 1/6 PH:

(To Be Entered by City Clerk)

<b>DATE</b> December 10, 2013	<b>REQUEST MADE BY</b> Judith A. Halstead, MS, Health Director	<b>DEPARTMENT</b> Health
<b>DESIRED DOCKET DATE:</b> January 6, 2014	Emergency Measure Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Director's Est'd Time/Testimony  <input type="checkbox"/> 0 - No Hearing (Consent Agenda) <input checked="" type="checkbox"/> 1 - Short <input type="checkbox"/> 2 - Average <input type="checkbox"/> 3 - Long	REASON (See Art. 6, Sec. 2 of Charter)	

## REASONS OR JUSTIFICATION FOR PROPOSED LEGISLATION

To update the existing Interlocal Agreement between the City of Lincoln and the City of Waverly for health regulation, inspection and enforcement in Waverly's jurisdiction.

**FILED**  
**DEC 11 2013**  
**CITY CLERK'S**  
**OFFICE**

<b>REQUESTOR</b> <input type="checkbox"/> DOES <input checked="" type="checkbox"/> DOES NOT	WISH TO REVIEW AND APPROVE THIS ORDINANCE PRIOR TO ITS INTRODUCTION	<i>Judith A. Halstead</i> DIRECTOR'S SIGNATURE	<u>12-11-13</u> DATE
--	---	---	-------------------------

### TO BE USED BY THE FINANCE DEPARTMENT

BUDGET REVIEW	DATE:	ACCOUNT NUMBER AND APPROPRIATE BALANCES	DATE:	FUND AVAILABILITY APPROVED	DATE:
DIRECTOR OF FINANCE SIGNATURE					

### DISTRIBUTION

Return two (2) copies to City Clerk for Docket Number

Public Hearing: January 13, 2014

**F A C T S H E E T**

**TITLE:** Interlocal Agreement between the City of Lincoln and the City of Waverly for Health Regulation Inspection and Enforcement Within the Corporate Limits and One Mile Jurisdiction

**SPONSOR:**  
Health Department

**OPPONENTS:**  
None specifically identified.

**STAFF RECOMMENDATION:**  
For

**OTHER DEPARTMENTS AFFECTED:**  
None

**APPLICANT:**  
Health Department

**REASON FOR LEGISLATION:**  
To update the existing Interlocal Agreement between the City of Lincoln and the City of Waverly for health regulation inspection and enforcement in Waverly's jurisdiction.

**D I S C U S S I O N**

Existing City Interlocal Agreements with the cities and villages need to be updated due to outdated code references and terminology. Health staff met with the city/village officials to discuss the proposed updated agreement, which then went forward for action by their city council or village board. The proposed Interlocal Agreement addresses: permitting and inspection of onsite wastewater treatment systems; reviewing property transfers that involve a well or an onsite wastewater treatments system; nuisance/garbage/illegal dumping complaint investigations; land use plan review; and air quality investigations. Direct costs for this work are covered by user or permit fees and waste hauler occupation tax. The term of this agreement is 10 years.

**POLICY OR PROGRAM CHANGE:** No

**COST OF TOTAL PROJECT:** No change.

**SOURCE OF FUNDS:** Permit/User fees; waste hauler occupation tax

**CITY:** None

**NON CITY:** None

**BENEFIT COST:** N/A

**FACT SHEET PREPARED BY:** Scott E. Holmes, REHS. MS  
Environmental Public Health Division Manager

**REVIEWED BY:** Judith A. Halstead, MS, Health Director

**AGREEMENT BETWEEN  
THE CITY OF LINCOLN, NEBRASKA,  
on behalf of the Lincoln-Lancaster County Health Department, ("City"),  
and the CITY OF WAVERLY, NEBRASKA, having an address of P.O. Box 427, 14130  
Lancashire, Waverly, NE 68462-0427, for the purpose of providing health regulation  
inspection and enforcement within the corporate limits and of the City of Waverly.**

WHEREAS, the City of Waverly is desirous of contracting with the City, through the Lincoln-Lancaster County Health Department, in the interest of:

- Protecting the public's health and the environment from pollution;
- Providing minimum standards regulating design, construction, installation, maintenance, and operation of individual sewage disposal systems within Lancaster County; and
- Providing investigation of public health nuisance conditions as defined by the City of Waverly Ordinance:
- Reviewing transfers of properties that are served by individual domestic water wells or onsite wastewater treatment systems to assure they meet minimum standards regulating design, construction, installation, maintenance, and operation established in the City of Waverly ordinances as applicable; and
- Reviewing newly proposed subdivisions that will not be served by public water supply or community wastewater treatment for water, wastewater and environmental hazards.

WHEREAS, the City is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such services shall be provided within the City of Waverly's zoning jurisdiction;

WHEREAS, such agreements are authorized and provided for by the provisions of Neb. Rev. Stat. §13-901 et. seq. hereinafter referred to as the Interlocal Cooperation Act; and

WHEREAS, the parties to this agreement enter into this cooperative agreement for the mutual benefit of the parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. Each party agrees that it shall remain a distinct and separate entity with its own rights and authorities and that no separate board shall be created to fulfill the obligations of this Agreement.

NOW, THEREFORE, it is agreed as follows:

**1. SERVICES**

- i) The City of Waverly and the City enter into this Agreement for the City of Waverly to:
  - (1) Provide to the City any and all ordinances and regulations duly adopted by the City of Waverly related to individual sewage disposal systems, water supply

systems, solid wastes, nuisances, air quality, open burning, and other health and safety hazards; and

- (2) Act as the party primarily responsible for enforcement of the City of Waverly's ordinances, rules, and regulations related to the health and safety of the public.
- ii) The City of Waverly and the City enter into this Agreement for the City to:
  - (1) Investigate complaints presented by the Waverly City Administrator related to public health nuisance conditions, and other health and safety hazards;
  - (2) Generate necessary reports related to the findings of investigations conducted pursuant to this Agreement and provide such reports to the Waverly City Administrator upon completion of each investigation;
  - (3) Cooperate with the Waverly City Attorney in any enforcement actions brought by the City of Waverly involving any investigation conducted by the City according to the terms of this Agreement;
  - (4) Appear as requested as a witness regarding the findings of investigations conducted according to the terms of this Agreement. Notwithstanding the foregoing, the City's employees shall not be asked to testify as experts by the City of Waverly in said proceedings.
  - (5) Review and permit all newly built or repaired on-site wastewater treatment systems within the corporate limits and the extra-territorial jurisdiction of the City of Waverly, assuring they meet minimum standards for design, construction, installation, maintenance, and operation as adopted by Ordinance No. 13-08.
  - (6) Review transfers of properties within the corporate limits and the extra-territorial jurisdiction of the City of Waverly, that are served by individual domestic water wells or onsite wastewater treatment systems to assure they meet minimum standards regulating design, construction, installation, maintenance, and operation as adopted by Ordinance No. 13-06.
  - (7) Review newly proposed subdivisions within the corporate limits and the extra-territorial jurisdiction of the City of Waverly, that will not be served by public water supply or community wastewater treatment for water, wastewater and environmental hazards.
  - (8) Review and permit open burning requests within the corporate limits and the extra-territorial jurisdiction of the City of Waverly, to assure they do not create health risks and meet minimum standards as adopted by Ordinance No. 13-08.
  - (9) The City retains the right to limit the amount of staff time and other resources it expends to provide services identified in this agreement.
2. **TERM** – The term of this Agreement shall commence upon execution and shall continue until completion all obligations of this Agreement but in no event longer than ten (10) years after the date of execution by the City.
3. **TERMINATION FOR CONVENIENCE** – Either party may terminate this Agreement for any reason for its own convenience. If either party elects to terminate this Agreement prior to its expiration, the terminating party shall provide the other party with sixty (60) days written notice of the termination.
4. **DUTIES GENERALLY** – Both parties to this Agreement agree as follows:

- i) To timely and professionally complete the services as described for both parties above, and to furnish their labor and pay all their own costs, including any taxes, required to complete their services.
- ii) To furnish everything reasonably necessary to complete the services unless specifically provided otherwise in this Agreement.
- iii) To apply for and obtain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to the services.
- iv) To conduct all activities related to the services in a lawful manner.
- v) To provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Agreement.

5. **INDEPENDENT ENTITIES** – City has sole and exclusive charge and control of the manner and means of performance of the tasks required of it by this Agreement. The City shall perform as an independent contractor, and it is expressly understood that neither the City nor any of its staff are employees of the City of Waverly and, thus they are not entitled to any City of Waverly benefits including, but not limited to, overtime, retirement benefits, workers’ compensation insurance, sick leave, or injury leave. The City shall be responsible for maintaining workers’ compensation insurance, unemployment insurance for its employees, and for all federal, state, local, and any other payroll taxes with respect to the City or its employees’ compensation.

6. **INSURANCE**

- i) The City of Waverly shall maintain General Liability Insurance at its own expense during the life of this Agreement, naming and protecting the City of Waverly and the City of Lincoln, its officials, employees, and volunteers as insured, against claims for damages resulting from (1) all acts or omissions, (2) bodily injury, including wrongful death, (3) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operations are by the City of Waverly and its employees, or those directly or indirectly employed by the City of Waverly. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:
  - (1) All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
  - (2) Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
  - (3) Personal Injury Damage - \$1,000,000 each Occurrence; and
  - (4) Contractual Liability - \$1,000,000 each Occurrence; and
  - (5) Products Liability and Complete Operations - \$1,000,000 each Occurrence; and
  - (6) Medical Expenses (any one person) - \$10,000.
- ii) The following shall be provided and attached to this Agreement by the City of Waverly:
  - (1) A Certificate of Insurance for its General Liability Insurance. The City of Lincoln shall be specifically named as an additional insured on the General Liability Insurance Policy. The City of Waverly may present evidence of equivalent self-insurance in place of a certificate of insurance for General Liability Insurance. The City of Lincoln shall be treated as an additional insured as if the City of Waverly possessed General Liability Insurance.

- (2) Proof of Workers' Compensation Insurance, where appropriate.
- iii) The City of Waverly is required to provide the City of Lincoln with thirty (30) days notice of cancellation, non-renewal, or any material reduction in insurance as required by this Agreement. Further any General Liability Insurance Policy maintained in order to comply with this Agreement shall specifically provide that the company from whom the policy is purchased will also provide the City of Lincoln thirty (30) days notice of cancellation, non-renewal, or any material reduction in insurance on the part of the City of Waverly.
- iv) If the City of Waverly obtains General Liability Insurance during the term of this Agreement, it shall add the City of Lincoln as an additional insured and provide a copy of the Certificate of Insurance and specific endorsement on the policy naming the City of Lincoln as an additional insured.
7. **INDEMNIFICATION** – To the fullest extent permitted by law, the City of Waverly shall indemnify, defend, and hold harmless the City of Lincoln, its officers, agents, and employees from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of the City of Waverly, or anyone for whose acts any of them may be liable. This section will not require the City of Waverly to indemnify or hold harmless the City of Lincoln for any losses, damages, claims, and expenses arising out of or resulting from the sole negligence of the City of Lincoln. The City of Lincoln does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law. This section survives termination of this Agreement.
8. **AUDIT PROVISION** – The City of Waverly shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance records and materials germane to this Agreement, as allowed by law.
9. **FAIR EMPLOYMENT** – The City of Waverly shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08 and Neb. Rev. Stat. §48-1122, as amended.
10. **FAIR LABOR STANDARDS** – The City of Waverly shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.
11. **NEBRASKA LAW** – This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.
12. **INTEGRATION, AMENDMENTS, ASSIGNMENT** – This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only

by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

13. **NEW EMPLOYEE VERIFICATION** - In accordance with Neb. Rev. Stat. 4-108 through 4-114, the City of Waverly agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. City of Waverly shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The City of Waverly shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to [www.uscis.gov/everify](http://www.uscis.gov/everify).
14. **SEVERABILITY & SAVINGS CLAUSE** – Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.
15. **CAPACITY** – The undersigned persons representing the City of Waverly and the City of Lincoln do hereby agree and represent that he or she is legally capable and authorized to sign this Agreement and to lawfully bind the City of Waverly or the City of Lincoln to this Agreement.

IN WITNESS WHEREOF, the City of Waverly and the City of Lincoln do hereby execute this Agreement.

  
\_\_\_\_\_  
Mike Werner  
Mayor of Waverly  
P.O. Box 427  
14130 Lancashire  
Waverly, NE 68462-0247

  
\_\_\_\_\_  
Chris Beutler  
Mayor of Lincoln  
555 South 10<sup>th</sup> Street  
Lincoln, Nebraska 68508

SEPT 17 2013  
\_\_\_\_\_  
Date of Execution

Jan 16, 2014  
\_\_\_\_\_  
Date of Execution



Certificate No.: 1  
PolicyNumber: B0289PC2013-1

League Association of Risk Management

CERTIFICATE OF COVERAGE

This Certificate is issued as a matter of information only and confers no rights upon the Certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the coverage document(s) listed below.

NAME & ADDRESS OF MEMBER: City of Waverly  
PO Box 427  
Waverly, NE 68462

This is to certify that the coverage document(s) listed below have been issued to the Member named above and is in force at this time. Notwithstanding any requirement, term or condition of any agreement or other document with respect to which this certificate may be issued or may pertain, the coverage(s) afforded by the coverage document(s) described herein is subject to all the terms, exclusions and conditions of such Agreement(s).

TYPE OF COVERAGE	EFFECTIVE DATE	EXPIRATION DATE	LIMIT OF COVERAGE
Workers' Compensation	11/01/2013	10/01/2014	\$500,000 E.I. Each Accident \$500,000 E.I. Disease - EA Employee \$500,000 E.I. Disease - Policy Limit
General Liability	11/01/2013	10/01/2014	See attached \$1,000,000/\$2,000,000 Limit

CANCELLATION: Should the above described coverage document(s) be cancelled, the League Association of Risk Management will endeavor to mail 30 days written notice to the below named Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon LARM.

SPECIAL CONDITIONS/OTHER COVERAGES: Verification of coverage for the City of Waverly. Certificate Holder is listed as an Additional Covered Party per the attached amendment.

NAME & ADDRESS OF CERTIFICATE HOLDER:  
City of Lincoln  
Lancaster County Health Department  
555 South 10th Street  
Lincoln, NE 68508

DATE ISSUED: 12/02/2013

*Kristi Ueberhein*  
Authorized Representative

## **General Liability**

- (1) All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
- (2) Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
- (3) Personal Injury Damage - \$1,000,000 each Occurrence; and
- (4) Contractual Liability - \$1,000,000 each Occurrence; and
- (5) Products Liability and Complete Operations - \$1,000,000 each Occurrence



THIS AMENDMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

**ADDITIONAL COVERED PARTY AMENDMENT**

This amendment modifies insurance under the following:

**LIABILITY COVERAGE DOCUMENT**

City of Lincoln  
555 South 10<sup>th</sup> Street  
Lincoln, NE 68508

It is understood and agreed that the general liability coverage afforded to City of Waverly by the Liability Coverage Document of the League Association of Risk Management is amended to include as an additional covered party the person(s) or organization(s) shown in the above Schedule, but only with respect to liability for "bodily injury" or "property damage" arising out of services covered for City of Waverly under the Interlocal Agreement between the City of Lincoln and the City of Waverly and only until expiration of such named agreement.

**ALL OTHER TERMS AND CONDITIONS OF THIS COVERAGE DOCUMENT REMAIN UNCHANGED**

Kristi Webersheim  
AUTHORIZED REPRESENTATIVE

11-26-13  
DATE

SEP 16 2013

ORDINANCE NUMBER 13-08

AN ORDINANCE TO ADOPT THE STANDARDS AND REGULATIONS FOR LANCASTER COUNTY REGARDING ON-SITE WASTEWATER TREATMENT FACILITIES, INSPECTION OF ON-SITE WATER SUPPLY SYSTEMS AND WASTEWATER TREATMENT SYSTEMS PRIOR TO THE SALE, TRANSFER OR CONVEYANCE OF PROPERTY, AND AIR POLLUTION CONTROL, IN ORDER TO MEET THE REQUIREMENTS FOR AN INTERLOCAL AGREEMENT WITH THE LINCOLN-LANCASTER COUNTY HEALTH DEPARTMENT FOR THE PURPOSE OF PROVIDING HEALTH REGULATION INSPECTION AND ENFORCEMENT WITHIN THE CORPORATE LIMITS AND ONE-MILE JURISDICTION OF THE CITY OF WAVERLY, WHICH AGREEMENT IS TO BE APPROVED AND ADOPTED

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WAVERLY, NEBRASKA:

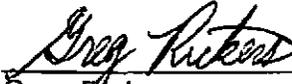
Section 1. Except as provided by specific amendment, the standards and regulations set forth in Lancaster County, Resolution No. 2-30 Regulating On-site Wastewater Treatment Systems; Lancaster County Resolution No. 2-31 Design Standards for the Regulation of On-site Wastewater Treatment Systems in Lancaster County; Resolution No. R-06-0005 Procedures for the Inspection of On-site Water Supply Systems and Wastewater Treatment Systems Prior to the Lancaster County Air Pollution Control Resolution of 1993; copies of which are attached hereto and incorporated herein by this reference, and as amended from time to time, are hereby adopted by reference and incorporated into the City of Waverly ordinances and code.

2. The agreement between the City of Lincoln, Nebraska, on behalf of the Lincoln-Lancaster County Health Department, ("city"), and the City of Waverly, Nebraska, having an address of 14130 Lancashire Street, P.O. Box 427, Waverly, NE 68462, for the purpose of providing health regulation inspection and enforcement within the corporate limits and one-mile jurisdiction of the City of Waverly, drafted March 18, 2013, as amended, is hereby approved and adopted by the City of Waverly, a copy of which is attached hereto and incorporated herein by this reference.

Section 3. That any other ordinance or section passed and approved prior to the passage, approval, and publication or posting of this ordinance and in conflict with its provisions, is hereby repealed.

Section 4. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED THIS 6<sup>TH</sup> DAY OF AUGUST, 2013.

  
\_\_\_\_\_  
Greg Rickers,  
Council President

ATTEST:

  
\_\_\_\_\_  
Doug Rix, City Clerk

(SEAL)

# Fire/EMS PlatinumPAK™ General Liability Coverage Endorsement Overview

CW 35 61 - CW 35 61 IL



[www.firepak.com](http://www.firepak.com)

## GENERAL LIABILITY

The CWG Fire/EMS PlatinumPAK™ General Liability Coverage Endorsement broadens coverage to provide for:

- Separate Annual Aggregate Each Named Insured shown in the Declarations of the policy and Each Premise.

### Insured includes:

- Emergency Response Organization
- Trustees, Directors and Board Members
- Volunteers
- Employees
- Medical Director for performance of administrative duties and for acts arising out of providing medical direction (Coverage is excess over medical malpractice insurance)
- Any person while operating your mobile equipment with your permission
- Owner of commandeered property while in your use for an emergency services operation
- Any person or organization if they are required to be an additional insured under the provisions of a written contract, only for liability arising out of your premises or operations
- Any new acquired or formed organization for 90 days
- Medical liability for Emergency Medical Services during emergency service or training operations.
- Good Samaritan Liability.
- Property damage or bodily injury resulting from reasonable force used to protect persons or property in the course of an emergency operation.
- Pollution Liability from Emergency Response Operations and authorized training exercises away from premise.
- Watercraft used for emergency service or training operations.
- Liability for Property Damage to Property in your Care, Custody or Control.

- Bodily injury broadened to include mental anguish.
- Contingent Aircraft Liability – for aircraft not owned, rented, loaned to or operated by an insured.
- Incidental Garage Operations Liability - \$50,000 coverage for claims arising from auto repair or service.
- Special Events coverage included for Open Houses, Parades, Preparation and Serving food, Water fights/contests, smoke alarm/fire extinguisher sales, spectators at athletic games, fire prevention week and safe kids' week, dances. Other events may be insured as an option.
- Bail Bonds - Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations.
- Up to \$1,000 per day of expenses incurred by you at our request to assist in claims investigation.
- Line of Duty Accidental Death - \$10,000 payment for death as a result of participation in an emergency services operation or authorized training exercise.
- Host Liquor Liability.
- Fellow Employee/Volunteer Liability.

## OPTIONAL COVERAGES

### Cyber Liability

- First Party Privacy Breach Expense.
- 3rd Party Cyber Liability.

### Management Liability

- Coverage for those sums an insured is legally obligated to pay due to: negligent act, error or omission.
- Defense Expenses for claims or suits seeking equitable, injunctive or non-monetary relief - \$100,000.
- Employee Benefit Liability.

### Employment Practices Liability

- Coverage for lawsuits from employees or volunteers for wrongful demotion or failure to promote, wrongful termination, wrongful denial of career opportunity, harassment or discrimination.



 **Continental Western Group**®

| a Berkley Company



**Strong, Local & Trusted**

PO Box 1594 | Des Moines, IA 50306 | [www.cwgins.com](http://www.cwgins.com)

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# Fire/EMS PlatinumPAK™ Inland Marine Equipment Coverage Overview

CW 27 19



[www.firepak.com](http://www.firepak.com)

## INLAND MARINE

**Continental Western Group®** (CWG) Fire/EMS PlatinumPAK™ Equipment Coverage provides coverage for your property that is movable and not confined to your premises. This includes all portable firefighting, ambulance, medical, rescue and communications equipment not permanently attached to your buildings or vehicles.

Coverage can be scheduled for watercraft and its related equipment as well as mobile equipment not licensed for road use.

The CWG Fire/EMS PlatinumPAK™ Equipment Coverage broadens coverage further to provide coverage for:

- **Portable Equipment** - Blanket Guaranteed Replacement Cost
- **Mobile Equipment** - Described in the schedule
- **Personal Effects and Personal Property of Others** - Up to \$100,000 for personal effects and property of others in your care, custody or control and personal effects of your volunteers and employees damaged or destroyed while performing authorized duties. No deductible applies.
- **Miscellaneous Scheduled Property** - Described in the schedule (includes watercraft)
- **Commandeered Property** - Up to \$1,000,000 of commandeered property on an actual loss sustained basis. No deductible applies. This coverage is primary to any other insurance in place and includes loss of use.

- **One Deductible** - Only one deductible applies if one occurrence results in loss to a combination of auto, property or inland marine coverages.
- **Debris Removal** - 25% of amount we pay for direct loss with an additional \$25,000 when the debris removal expense exceeds the 25%.
- **Newly Acquired Mobile Equipment** - Up to \$100,000 coverage for newly acquired items of similar kind to those scheduled. This is on a replacement cost basis for up to 60 days.
- **Rental Reimbursements** - Up to \$15,000 for portable equipment and up to \$15,000 for mobile equipment up to 90 days.
- **Pollutant Clean-Up and Removal** - \$10,000
- **Flood coverage on covered property.**
- **Earthquake coverage on covered property.**



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# Fire/EMS PlatinumPAK™ Property Extension Overview

CW 27 17 - CW 27 17 WA



[www.firepak.com](http://www.firepak.com)

## PROPERTY INSURANCE

Property insurance provides coverage for your buildings and business personal property (property that stays on or within 1,500 feet of your premises). It does not include portable equipment, which is insured under Inland Marine Insurance. Coverage is provided for all causes of loss except those limited or excluded.

**Waived Deductible** - In any single-loss occurrence to your property, only one deductible (the largest) will apply, no matter what kind of property is damaged or how many policies apply to the loss.

The CWG Fire/EMS PlatinumPAK™ Property Extension broadens coverage further to increase or add the following coverages.

POLICY COVERAGES	LIMITS OF INSURANCE PER OCCURRENCE
Accidental Discharge of Fire Protection Equipment	\$25,000*
Accounts Receivable	Actual Loss Sustained
Additional Living Expense	\$1,000 Per Member No Deductible
Business Income and Extra Expense - Utility Services Interruption Included	Actual Loss Sustained – 24 Months
Computer and Funds Transfer Fraud	\$10,000
Computer Equipment Including Electronic Data	\$250,000* Sub-limit Laptop or Mobile Devices - \$5,000 each
Debris Removal - Additional Expense	\$250,000 Per Location
Deductible Reimbursement for Members Residence	\$1,000 Per Member No Deductible
Discharge of Sewers, Drains or Sumps	Included in the Building Limit of Insurance
Employee Theft	\$50,000*
Expediting Expenses	\$50,000
Fine Arts at Market Value	\$50,000*
Fire Department Service Charge	\$25,000 Per Premises No Deductible
Fire Protection Equipment Refill	Included No Deductible
Forgery or Alteration	\$25,000 No Deductible
Foundations and Underground Pipes, Flues, or Drains	Lesser of 15% of property value or \$500,000
Fungus, Wet Rot, Dry Rot and Bacteria	\$50,000
Loss Data Preparation Costs	\$50,000 No Deductible
Lost Key Consequential Loss	\$50,000 No Deductible

POLICY COVERAGES	LIMITS OF INSURANCE PER OCCURRENCE
Money and Securities	\$50,000 on premises \$25,000 off premises
Newly Acquired or Constructed Property	\$2,500,000 Per Building 180 days
Newly Acquired or Constructed Property	\$500,000 Business Personal Property 180 days
Non-owned Detached Trailers	\$10,000
Ordinance or Law - Demolition Cost and Increased Cost of Construction	\$300,000* Per Premises
Ordinance or Law - Undamaged Portion of Building	Included in the Building Limit of Insurance
Outdoor Property	\$300,000*, Sub-limit trees, shrubs, plants - \$25,000 each
Personal Effects and Property of Others	\$100,000
Pollutant Clean Up and Removal	\$100,000*
Premises Boundary Broadened	1500 Feet
Preservation of Property	90 days
Programmable Key System	Lesser of Business Personal Property Limit or \$50,000
Property Off-Premises and In Transit	\$50,000
Reward Payment	10% of Covered Loss with Maximum of \$25,000 No Deductible
Snow Removal from Roof of Covered Building	\$500 per Occurrence \$1,000 per Policy Period
Unintentional Non-reported Property	\$500,000
Utility Services - Direct Damage	Included
Valuable Papers or Records (Other than Electronic Data)	Actual Loss Sustained

\* Option to Increase Limit



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# Insuring Those Who Protect Us

## Continental Western Group® Fire/EMS PAK® Online Resources

CWG® is more than your insurance provider. Our experts work directly with your team to be a valued training resource and partner in accident prevention.

We provide unlimited access to high quality training videos via Vector™ Solutions, the leader in risk management solutions for public safety.



**PreventionPAK** - As a customer of CWG's Fire/EMS PAK Program, you have special access to loss control documents only available to insured departments. These PreventionPAK safety articles address needs and risks faced by the Fire/EMS community. Use these pieces to reinforce training, establish regular reminders or to post in frequently viewed areas.

**Video Trainings** - Vector™ Solutions features more than 450 hours of training for fire departments, including 250 hours of Fire & EMS continuing education with certificates of completion.

**Community Resources** - All CWG insured departments in Vector™ Solutions network can upload documents to a common Community Resources page. With a click of a button, fire departments can see what others are doing for items like handbooks, cadet programs, etc.

**As a CWG insured, you have access to over 200 video trainings specifically designed for Fire and EMS Professionals.**



### examples of courses for FIRE FIGHTING

- ▶ Firefighter Health & Safety including PTSD and NFPA 1851 Cancer Related Risks of Firefighting
- ▶ OSHA & Compliance Including Hazardous Materials, HAZWOPER, Bloodborne Pathogens and more
- ▶ NFPA 1001 content including Water Supply and Vehicle Extrication
- ▶ Driver and Driver Safety
- ▶ NFPA 1021 content
- ▶ Coronavirus Management/Precautions



### examples of courses for EMERGENCY MEDICAL SERVICE

- ▶ Airway Management/Ventilation
- ▶ Cardiovascular
- ▶ Coronavirus Management/Precautions
- ▶ Driving and Driver Safety
- ▶ Medical
- ▶ Operations
- ▶ Trauma



Access training videos and other educational resources offered by CWG at [www.firepak.com](http://www.firepak.com).



Coverage provided by Continental Western Insurance Company, Union Insurance Company, Acadia Insurance Company, Firemen's Insurance Company of Washington, D.C., Tri-State Insurance Company of Minnesota

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.....  
**Policy No.: FDK 3300502 20**

Previous Policy No.: -

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<b>Named Insured Name and Address</b>	<b>Agency Name and Address</b>	41492
Waverly Suburban Fire District & City of Waverly Fire-Rescue 10530 N 141st St Waverly, NE 68462	(402)367-3674 Jones Group FDK PO BOX 229 DAVID CITY, NE 68632	

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**Waverly Suburban Fire District & City of Waverly Fire-Rescue**  
**FDK 3300502-20**  
**11/01/2023**

**POLICYHOLDER DISCLOSURE**  
**NOTICE OF TERRORISM**  
**INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1)*: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property, or infrastructure.
- c. The act resulted in damage within the United States, or outside the United States in the case of certain premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Coverage under your policy is affected as follows:

For property located in standard fire policy states, there are state statutory exceptions covering certain fire losses if you decline coverage for “acts of terrorism” defined under the Act. If an “act of terrorism” certified under the Act results in fire, we are required to pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to covered property and is subject to any limitations of any terrorism exclusion, or inapplicability or omission of a terrorism exclusion. This notice does not serve to create coverage for any loss which would otherwise be excluded under your policy.

The portion of your premium that is attributable to coverage for direct loss or damage that is caused by an “act of Terrorism” certified under the Act and where fire ensues is \$ 0, and does not include any charges for the portion of losses covered by the United States Government under the Act. Note, this premium is applied to your policy regardless if you accept or decline coverage for “acts of terrorism” below.

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government reimburses 80% of such Insured losses, beginning on January 1, 2021 through December 31, 2027, exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

**Acceptance or Rejection of Terrorism Insurance Coverage**

	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined above for a premium of \$ <u>118.00</u> .
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

\_\_\_\_\_  
 Policyholder/Applicant’s Signature

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Union Insurance Company  
 Insurance Company  
 FDK 3300502 - 20  
 \_\_\_\_\_  
 Quotation/ Policy Number

**Rating Company:** Union Insurance Company

## PREMIUM SUMMARY

**Quote No.:** FDK 3300502 - 20

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**Named Insured Name and Address**

Waverly Suburban Fire District & City of Waverly Fire-Rescue  
10530 N 141st St  
Waverly, NE 68462

**Agency Name and Address**

(402)367-3674  
Jones Group FDK  
PO BOX 229  
DAVID CITY, NE 68632

41492

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The Proposed Policy Period is from 11/01/2023 to 11/01/2024 at 12:01 A.M. Standard Time at your mailing address shown above.

<b>COVERAGE INFORMATION</b>
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<b>Coverages</b>	<b>Premium</b>
Commercial Property	\$ 4,474.00
General Liability	\$ 1,481.00
Commercial Auto	\$ 9,905.00
Inland Marine	\$ 2,190.00
Excess Liability	\$ 1,294.00
Employment-Related Practices Liability Insurance	\$ 1,139.00
<b>Total Proposed Premium</b>	<b>\$ 20,483.00</b>

This proposal does not convey any insurance and is not a binder of insurance. This proposal is an estimated premium indication for the stated coverages. It may be revised to reflect additional information provided to us and may be subject to adjustment due to audit. The proposal is intended to be accepted or rejected in its entirety, or you may work with your agent to request changes. Certain coverages, terms, conditions, perils or limits requested may not be included in this proposal. Premium indications are valid for 30 days from the date of the proposal. Insurance products are provided by one or more insurance company subsidiaries of W. R. Berkley Corporation.

# COMMERCIAL PROPERTY QUOTE PROPOSAL

Quote No.: FDK 3300502 - 20

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<b>NAMED INSURED NAME AND ADDRESS</b>	<b>AGENCY NAME AND ADDRESS</b>	<b>41492</b>
Waverly Suburban Fire District & City of Waverly Fire-Rescue 10530 N 141st St Waverly, NE 68462	(402)367-3674 Jones Group FDK PO BOX 229 DAVID CITY, NE 68632	

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The Proposed Policy Period is from 11/01/2023 to 11/01/2024 at 12:01 A.M. Standard Time at your mailing address shown above.

<b>PROPERTY COVERAGES</b>	<b>PREMIUM</b>
Building	\$ 3,750
Business Personal Property	\$ 125
Equipment Breakdown	\$ 383
Terrorism	\$ 66
Enhancement Endorsement	*
Optional Coverages	*
<b>Total Quote Premium</b>	<b>\$ 4,474</b>

\* See Quote details for premium breakdown.



# COMMERCIAL GENERAL LIABILITY QUOTE PROPOSAL

Quote No.: FDK 3300502 - 20

<b>NAMED INSURED AND ADDRESS</b>	<b>AGENCY NAME AND ADDRESS</b>	<b>41492</b>
Waverly Suburban Fire District & City of Waverly Fire-Rescue 10530 N 141st St Waverly, NE 68462	(402)367-3674 Jones Group FDK PO BOX 229 DAVID CITY, NE 68632	

The Proposed Policy Period is from 11/01/2023 to 11/01/2024 at 12:01 A.M. Standard Time at your mailing address shown above.

<b>GENERAL LIABILITY COVERAGES</b>	<b>PREMIUM</b>
Premises/Operations	\$ 155
Additional Coverages	\$ 1,319
Terrorism	\$ 7
<b>Total Quote Premium</b>	<b>\$ 1,481</b>

<b>LIMITS OF INSURANCE</b>
----------------------------

Each Occurrence Limit	\$ 1,000,000	
Damage to Premises Rented to You Limit	\$ 500,000	Any One Premises
Medical Expense Limit	\$ 10,000	Any One Person
Personal & Advertising Injury Limit	\$ 1,000,000	Any One Person or Organization
General Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000	
Products-Completed Operations Aggregate Limit	\$ 2,000,000	

**Location of All Premises You Own, Rent or Occupy:**

*See attached "Schedule of Locations"*

<b>LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:</b>
--

**Location No.** 001  
**Street Address** 10530 N 141ST ST  
**City, State and Zip Code** Waverly, NE 68462  
**Territory** 502

<b>CLASSIFICATION &amp; PREMIUM</b>
-------------------------------------

The Premium & Classifications are subject to change by audit. Audit period: ANNUALLY

Classification	Code No.	Premium Base	Prem/ Ops Rate	Prod/ Comp Ops Rate	Prem/ Ops Premium	Prod/ Comp Ops Premium	Other
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**Nebraska**

**Location No. 001**

Fire Departments - volunteer - Products-completed operations are subject to the General Aggregate Limit	43551	6,400.00 Area	16.305		\$155MP		
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<b>ADDITIONAL COVERAGES</b>
-----------------------------

Location	Coverage	Deductible	Limits	Premium
All	Cyber Suite	\$1,000	\$50,000	\$ 817
All	Emergency Medical Services Liability			\$ 307
All	Firefighter's Liability			\$ 104
All	Management Liability	\$1,000		\$ 91
	Management Liability Aggregate		\$2,000,000	
	Management Liability Occurrence		\$1,000,000	

Premium for Terrorism

\$ 7

**Estimated Total Premium**

\$ 1,481

# EMPLOYMENT-RELATED PRACTICES LIABILITY QUOTE PROPOSAL

Quote No.: FDK 3300502-20

<b>NAMED INSURED AND ADDRESS</b>	<b>AGENCY NAME &amp; ADDRESS</b>	<b>41492</b>
Waverly Suburban Fire District & City of Waverly Fire-Rescue 10530 N 141st St Waverly, NE 68462	(402)367-3674 Jones Group FDK PO BOX 229 DAVID CITY, NE 68632	

The Proposed Policy Period is from 11/01/2023 to 11/01/2024 at 12:01 A.M. Standard Time at your mailing address shown above.

## LIMITS OF INSURANCE

Limits of Insurance:

Aggregate Limit           \$ 2,000,000  
Each "Claim" Limit       \$ 1,000,000

Deductible:

Each "Claim"               \$ 2,500

Retroactive Date:         11/01/2023

Estimated Total premium:       \$1,139.00

# FIRE/EMS-PAK / PUBLIC ENTITY PAK AUTO QUOTE PROPOSAL

Quote No.: FDK 3300502 - 20

## ITEM ONE

<b>NAMED INSURED AND ADDRESS</b>	<b>AGENCY NAME AND ADDRESS</b>
Waverly Suburban Fire District & City of Waverly Fire-Rescue 10530 N 141st St Waverly, NE 68462	(402)367-3674 Jones Group FDK PO BOX 229 DAVID CITY, NE 68632

The Proposed Policy Period is from 11/01/2023 to 11/01/2024 at 12:01 A.M. Standard Time at your mailing address shown above.

<b>TOTAL QUOTE PREMIUM</b> \$    9,905
--

**ITEM TWO**

**Schedule of Coverages and Covered Autos**

<b>Coverages &amp; Limits</b>	<b>Covered Autos</b>	<b>Premium</b>
<b>Liability</b> Limit = \$1,000,000	1, 19	\$ 2,496
<b>Personal Injury Protection (Or Equivalent No-Fault Coverage)</b> Limit = Separately Stated In Each PIP Endorsement Minus \$ <i>Item Three Schedule</i> Deductible.		\$
<b>Added Personal Injury Protection (Or Equivalent Added No-Fault Coverage)</b> Limit = Separately Stated In Each Added PIP Endorsement		\$
<b>Property Protection Insurance (Michigan Only)</b> Deductible =		\$
<b>Medical Payments</b> Limit = \$10,000	7, 19	\$ 384
<b>Medical Expense And income Loss Benefits (Virginia Only)</b> Limit = Separately Stated In Each Medical Expense And Income Loss Benefits Endorsement		\$
<b>Uninsured Motorists</b> Limit = \$1,000,000	7, 19	\$ 168
<b>Underinsured Motorists (When not Included In Uninsured Motorists Coverage)</b> Limit =		\$
<b>Supplementary Uninsured Motorists (New York Only)</b> Limit = The maximum amount payable under SUM Coverage shall Be the policys SUM limits reduced and thus offset by motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident as specified in the SUM endorsement.		\$
<b>Physical Damage Comprehensive Coverage</b> Limit = Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ <i>Item Three Schedule</i> Deductible For Each - Covered Auto or Designated Value (see CW 35 66), But No Deductible Applies To Loss Caused By Fire Or Lightning. See Item Four For Hired Or Borrowed Autos.	7, 8	\$ 1,714
<b>Physical Damage Specified Causes Of Loss Coverage</b> Limit = Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ <i>Item Three Schedule</i> Deductible For Each Cov- ered Auto, For Loss Caused By Mischief Or Vandalism. See Item Four For Hired Or Borrowed Autos		\$
<b>Physical Damage Collision Coverage</b> Limit = Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ <i>Item Three Schedule</i> Deductible For Each Covered Auto or Designated Value (see CW 35 66). See Item Four For Hired Or Borrowed Autos	7, 8	\$ 5,143
<b>Physical Damage Towing and Labor</b> Limit = \$2500 For Each Disablement Of A Private Passenger Auto	7	\$ Included
	<b>Premium For Endorsements</b>	\$ 0
	<b>Estimated Total Premium*</b>	\$ 9,905

\*This Policy May Be Subject to Final Audit.

**ITEM THREE Schedule of Covered Autos You Own**

(Absence of a limit or deductible in a column for that vehicle means that the coverage does not apply)

Veh No.	DESCRIPTION			Cost New	Designated Value	INC %	Limit
	Year	Model	VIN Number				
1	1996	SPARTAN MOTORS 1500 GPM PUMPER	4S7AT9G05TC020364	\$	\$ 600,000	%\$	
2	1992	GMC SUBURBAN EQUIPMENT TRUCK	1CGKKGK26N8NJ7219	\$	\$ 50,000	%\$	
3	2008	SPARTAN MOTORS 1500 GPM PUMPER	4S7AU2C938C059910	\$	\$ 625,000	%\$	
4	2009	FORD F550 GRASS RIG	1FDAX57R29EB22436	\$	\$ 130,000	%\$	
5	1994	OSHKOSH 2600 GAL TANKER	10T2K1J24B1023626	\$	\$ 25,000	%\$	

Veh No.	CLASSIFICATION				TERRITORY (Principal Garage Location)			
	Code	Radius	Use	Size (GVW)				
1	7909				Waverly	NE	Terr	103
2	7909				Waverly	NE	Terr	103
3	7909				Waverly	NE	Terr	103
4	7909				Waverly	NE	Terr	103
5	7909				Waverly	NE	Terr	103

Veh No.	Combined Single Limit	Personal Injury Protection		Property Protection Insurance (Michigan only)	Med Payments Limit	Medical Expense & Income Loss
		Ded	Add'l PIP			
		1	1,000,000			
2	1,000,000			10,000		
3	1,000,000			10,000		
4	1,000,000			10,000		
5	1,000,000			10,000		

Veh No.	Combined Single Limit	Basic PIP	Add'l PIP	Property Protection Insurance (Michigan Only)	MCCA	Medical Payments	Medical Expense & Income Loss
2	\$197					\$32	
3	\$197					\$32	
4	\$197					\$32	
5	\$197					\$32	

Veh No.	PHYSICAL DAMAGE COVERAGE				PHYSICAL DAMAGE PREMIUMS				Total Premium
	Deductibles			Towing & Labor Limit	Comp	Specified Causes of Loss	Coll	Towing & Labor	
	Comp	Specified Causes of Loss	Coll						
1	2,500		2,500	2,500	\$ 357	\$	\$ 1,071	\$ Included	\$ 1,671
2	1,000		1,000	2,500	\$ 33	\$	\$ 98	\$ Included	\$ 374
3	2,500		2,500	2,500	\$ 372	\$	\$ 1,115	\$ Included	\$ 1,730
4	1,000		1,000	2,500	\$ 85	\$	\$ 255	\$ Included	\$ 583
5	1,000		1,000	2,500	\$ 16	\$	\$ 49	\$ Included	\$ 308

**ITEM THREE Schedule of Covered Autos You Own (Continued)**

Veh No.	DESCRIPTION			Cost New	Designated Value	INC %	Limit
	Year	Model	VIN Number				
6	1997	OSHKOSH MOTOR TRUCK CO. 2600 GAL TANKER	10TGJ9Y11VS062513	\$	\$ 25,000	%\$	
7	1990	HARSCO 1000 GAL TANKER	2303319	\$	\$ 20,000	%\$	
8	2015	CHEVROLET SILVERADO K3500 GRASS RIG	1GC5KYCG7FZ544796	\$	\$ 155,000	%\$	
9	2019	FORD F550 BLS AMBULANCE	1FDUF5HT4KDA21288	\$	\$ 275,000	%\$	
10	2022	PIERCE MFG. INC. ENFORCER PUMPER	4P1BAAFF7NA023600	\$	\$ 750,000	%\$	

Veh No.	CLASSIFICATION				TERRITORY (Principal Garage Location)			
	Code	Radius	Use	Size (GVW)				
6	7909				Waverly	NE	Terr	103
7	7909				Waverly	NE	Terr	103
8	7909				Waverly	NE	Terr	103
9	7919				Waverly	NE	Terr	103
10	7909				Waverly	NE	Terr	103

Veh No.	Combined Single Limit	Personal Injury Protection		Property Protection Insurance (Michigan only)	Med Payments Limit	Medical Expense & Income Loss
		Ded	Add'l PIP			
		6	1,000,000			
7	1,000,000			10,000		
8	1,000,000			10,000		
9	1,000,000			10,000		
10	1,000,000			10,000		

Veh No.	Combined Single Limit	Basic PIP	Add'l PIP	Property Protection Insurance (Michigan Only)	MCCA	Medical Payments	Medical Expense & Income Loss
7	\$197					\$32	
8	\$197					\$32	
9	\$247					\$32	
10	\$197					\$32	

Veh No.	PHYSICAL DAMAGE COVERAGE				PHYSICAL DAMAGE PREMIUMS				Total Premium
	Deductibles			Towing & Labor Limit	Comp	Specified Causes of Loss	Coll	Towing & Labor	
	Comp	Specified Causes of Loss	Coll						
6	1,000		1,000	2,500	\$ 16	\$	\$ 49	\$ Included	\$ 308
7	1,000		1,000	2,500	\$ 13	\$	\$ 39	\$ Included	\$ 295
8	1,000		1,000	2,500	\$ 101	\$	\$ 304	\$ Included	\$ 648
9	1,000		1,000	2,500	\$ 189	\$	\$ 567	\$ Included	\$ 1,049
10	2,500		2,500	2,500	\$ 446	\$	\$ 1,338	\$ Included	\$ 2,027

**ITEM THREE Schedule of Covered Autos You Own (Continued)**

Veh No.	DESCRIPTION			Cost New	Designated Value	INC %	Limit
	Year	Model	VIN Number				
11	2023	CHEVROLET SILVERADO K2500 PERSONNEL CARRIER	2GC4YNE78P1732260	\$	\$ 79,000	%\$	
12	2007	FORD F450 BLS AMBULANCE	1FDXF46P87EB23384	\$	\$ 50,000	%\$	
				\$	\$	%\$	
				\$	\$	%\$	
				\$	\$	%\$	

Veh No.	CLASSIFICATION				TERRITORY (Principal Garage Location)			
	Code	Radius	Use	Size (GVW)				
11	7909				Waverly	NE	Terr	103
12	7919				Waverly	NE	Terr	103

Coverages						
Veh No.	Combined Single Limit	Personal Injury Protection		Property Protection Insurance (Michigan only)	Med Payments Limit	Medical Expense & Income Loss
		Ded	Add'l PIP			
11	1,000,000				10,000	
12	1,000,000				10,000	

PREMIUMS							
Veh No.	Combined Single Limit	Basic PIP	Add'l PIP	Property Protection Insurance (Michigan Only)	MCCA	Medical Payments	Medical Expense & Income Loss
11	\$197					\$32	
12	\$247					\$32	

Veh No.	PHYSICAL DAMAGE COVERAGE				PHYSICAL DAMAGE PREMIUMS				Total Premium
	Comp	Deductibles		Towing & Labor Limit	Comp	Specified Causes of Loss	Coll	Towing & Labor	
Specified Causes of Loss		Coll							
11	1,000		1,000	2,500	\$ 52	\$	\$ 155	\$ Included	\$ 450
12	1,000		1,000	2,500	\$ 34	\$	\$ 103	\$ Included	\$ 430
					\$	\$	\$	\$	\$
					\$	\$	\$	\$	\$
					\$	\$	\$	\$	\$

**ITEM THREE Schedule of Covered Autos You Own (Continued)**

**SCHEDULE OF LOSS PAYEES**

**Veh No.            Except for Towing, All Physical Damage Loss Is Payable To You And The Loss Payee  
Named Below As Interests May Appear At The Time Of The Loss**

**ITEM FOUR**

**Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums**

<b>Liability Coverage - Cost of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)</b>				
<b>State</b>	<b>Estimated Cost Of Hire For Each State</b>	<b>Rate Per Each \$100 Cost Of Hire</b>		<b>Premium</b>
NE	\$ If Any	\$		\$ 32
<b>Liability Coverage Rating Basis, Number Of Days (For Mobile Or Farm Equipment Rental Period Basis)</b>				
<b>State</b>	<b>Estimated Number Of Days Equipment Will Be Rented</b>	<b>Base Premium</b>	<b>Factor</b>	<b>Premium</b>
				\$
<b>Total Premium:</b>				<b>\$</b>

Cost of hire means the total amount you incur for the hire of autos you don't own (not including autos you borrow or rent from your partners or employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

**Physical Damage Coverage**

State	Coverage	Limits Of Insurance		
NE	<b>Comprehensive</b>	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 50 Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning.		
		<b>Estimated Annual Cost Of Hire</b>	<b>Rate Per Each \$100 Annual Cost Of Hire</b>	<b>Premium</b>
		\$ If Any	\$	\$ Included
	<b>Specified Causes Of Loss</b>	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism		
		<b>Estimated Annual Cost Of Hire</b>	<b>Rate Per Each \$100 Annual Cost Of Hire</b>	<b>Premium</b>
		\$	\$	\$
	<b>Collision</b>	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 100 Deductible For Each Covered Auto.		
		<b>Estimated Annual Cost Of Hire</b>	<b>Rate Per Each \$100 Annual Cost Of Hire</b>	<b>Premium</b>
		\$ If Any	\$	\$ Included
<b>Total Premium:</b>			\$ Included	

**ITEM FIVE**

**Schedule For Non-Ownership Liability**

State	Named Insureds Business	Rating Basis	Number	Premium
NE	Other Than Garage Service Operations And Other Than Social Service Agencies	Number Of Employees	9	\$ Included
		Number Of Partners (Active and Inactive)		\$
	Garage Service Operations	Number Of Employees Whose Principal Duty Involves The Operation Of Autos		\$
		Number Of Partners (Active and Inactive)		
	Social Service Agencies	Number Of Employees		\$
		Number Of Volunteers	25	\$ Included
		Number Of Partners (Active and Inactive)		
<b>Total Premiums:</b>				\$ Included

**ITEM SIX**

**Schedule For Gross Receipts Or Mileage Basis**

Address of Business Headquarters Location			
<b>Type of Risk</b> (Check One)		<b>Public Autos</b>	<b>Leasing or Rental Concerns</b>
<b>Rating Basis</b> (Check One)		<b>Gross Receipts (Per \$100)</b>	<b>Mileage (Per Mile)</b>
<b>Estimated Yearly (Gross Receipts or Mileage)</b>			
<b>Premiums</b>			
Liability			\$
Personal Injury Protection			\$
Added Personal Injury Protection			\$
Auto Medical Payments			\$
Medical Expense and Income Loss Benefits (VA Only)			\$
Comprehensive			\$
Specified Causes Of Loss			\$
Collision			\$
Towing and Labor			\$

When used as a premium basis:

**FOR PUBLIC AUTOS**

Gross Receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise. Gross Receipts does not include:

- A. Amounts you pay to air, sea or land carriers operating under their own permits.
- B. Advertising revenue.
- C. Taxes collected as a separate item and paid directly to the government.
- D. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing "autos" during the policy period.

**FOR RENTAL OR LEASING CONCERNS**

Gross receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers.

Mileage means the total of all live and dead mileage of all "autos" you leased or rented to others without drivers.

**ADDITIONAL COVERAGES**

**Product Wide Coverages**

Coverage	Limit	Deductible	Premium
Product Balance to Minimum Premium			\$ Included

**Vehicle Coverages**

Veh#	Coverage	Limit	Deductible	Premium
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# COMMERCIAL EXCESS LIABILITY QUOTE PROPOSAL

Quote No.: FDK 3300502 - 20

Named Insured Name and Address	Agency Name and Address
Waverly Suburban Fire District & City of Waverly Fire-Rescue 10530 N 141st St Waverly, NE 68462	41492 (402)367-3674 Jones Group FDK PO BOX 229 DAVID CITY, NE 68632

The Proposed Policy Period is from 11/01/2023 to 11/01/2024 at 12:01 A.M. Standard Time at your mailing address shown above.

UMBRELLA OR EXCESS LIABILITY COVERAGES		PREMIUM
Commercial Excess Liability Coverage	\$	1,281
Terrorism	\$	13
<b>Total Quote Premium</b>	<b>\$</b>	<b>1,294</b>

<b>TOTAL QUOTE PREMIUM</b>	<b>\$ 1,294</b>
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## LIMITS OF INSURANCE

Each Occurrence Limit.....	\$ 4,000,000	
Personal & Advertising Injury Limit.....	\$ 4,000,000	Any One Person or Organization
Aggregate Limit.....	\$ 8,000,000	
(Except "covered autos" and products-completed operations)		
Products-Completed Operations Aggregate Limit.....	\$ 8,000,000	

**1. SELF-INSURED RETENTION: \$ NONE**

**2. SCHEDULE OF CONTROLLING UNDERLYING INSURANCE**

**Commercial General Liability**

Company: Union Insurance Company

Policy Number: 3300502

Policy Period: 11/01/2023 - 11/01/2024

Limits of Insurance:

Each Occurrence	\$ 1,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
General Aggregate	\$ 2,000,000
Products-Completed Operations Aggregate	\$ 2,000,000

**Commercial Auto Liability**

Company: Union Insurance Company

Policy Number: 3300502

Policy Period: 11/01/2023 - 11/01/2024

Limits of Insurance:

Covered Auto Liability - Each Accident	\$ 1,000,000
Hired Auto	\$ 1,000,000
Non-Owned Auto	\$ 1,000,000

**Other**

Coverage Part: Management Protection Liability

Company: Union Insurance Company

Policy Number: 3300502

Policy Period: 11/01/2023 - 11/01/2024

Limits of Insurance:

Each Claim	\$ 1,000,000
Aggregate	\$ 2,000,000

# COMMERCIAL INLAND MARINE QUOTE PROPOSAL

Quote No.: FDK 3300502-20

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**Named Insured Name and Address**

Waverly Suburban Fire District & City of Waverly Fire-Rescue  
10530 N 141st St  
Waverly, NE 68462

**Agency Name and Address** 41492

(402)367-3674  
Jones Group FDK  
PO BOX 229  
DAVID CITY, NE 68632

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The Proposed Policy Period is from 11/01/2023 to 11/01/2024 at 12:01 A.M. Standard Time at your mailing address shown above.

<b>TOTAL QUOTE PREMIUM</b>	<b>\$2,190</b>
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Coverage Parts That Apply to This Policy:

Coverage Part Premium

Fire/EMS-PAK Platinum

\$2,158

TOTAL INLAND MARINE PREMIUM

\$2,190

Rating Company: Union Insurance Company

Proposed Policy Period: 11/01/2023 to 11/01/2024 12:01 a.m. Standard Time

Quote No.: FDK 3300502 - 20

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**Named Insured Name and Address**

Waverly Suburban Fire District & City of Waverly Fire-Rescue  
10530 N 141st St  
Waverly, NE 68462

**Agency Name and Address**

(402)367-3674  
Jones Group FDK  
PO BOX 229  
DAVID CITY, NE 68632

41492

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## SCHEDULE OF FORMS AND ENDORSEMENTS

The following Declarations, Coverage Forms, Conditions, and Endorsements are applicable to:

### Commercial Common Forms

<u>Number</u>	<u>Edition</u>	<u>Description</u>
B IL DS 00	09-2007	Commercial Lines Policy Common Policy Declarations
CL IL 99 36	04-2018	Office of Foreign Asset Control (OFAC) Exclusion Endorsement
CL IL FS 01	09-2008	Schedule of Forms and Endorsements
CL IL SP 01	07-2020	CWG Signature Page
CL LOC	09-2008	Location Schedule
CW 31 69	01-2020	Premium Charge Notice - Nebraska
IL 00 17	11-1998	Common Policy Conditions
PROPOSAL	01-1900	Package Quote Proposal

### Commercial Auto Coverage Part

<u>Number</u>	<u>Edition</u>	<u>Description</u>
CL IL 00 33	09-2023	Application of Coverage to Designated Operations Only
CW 33 39	05-2013	Nebraska Governmental Liability Amendatory Endorsement
IL 00 03	08-2007	Calculation of Premium
IL 00 21	05-2002	Nuclear Energy Liability Exclusion Endorsement (Broad Form)

### Commercial General Liability Coverage Part

<u>Number</u>	<u>Edition</u>	<u>Description</u>
CL IL 00 33	09-2023	Application of Coverage to Designated Operations Only
CW 33 39	05-2013	Nebraska Governmental Liability Amendatory Endorsement
IL 00 03	08-2007	Calculation of Premium
IL 00 21	05-2002	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 09 85	12-2020	Disclosure Pursuant to Terrorism Risk Insurance Act

### Inland Marine Coverage Part

<u>Number</u>	<u>Edition</u>	<u>Description</u>
CL 01 00	03-1999	Common Policy Conditions
CL 01 54	01-2001	Amendatory Endorsement - Nebraska
CL 06 00	01-2015	Certified Terrorism Loss
CL 07 00	10-2006	Virus or Bacteria Exclusion

### **Commercial Property Coverage Part**

<b><u>Number</u></b>	<b><u>Edition</u></b>	<b><u>Description</u></b>
IL 00 03	08-2007	Calculation of Premium
IL 01 22	09-2007	Nebraska Changes - Actual Cash Value
IL 01 64	07-2002	Nebraska Changes - Appraisal
IL 02 59	12-2017	Nebraska Changes - Cancellation and Nonrenewal
IL 09 52	01-2015	Cap on Losses From Certified Acts Of Terrorism
IL 09 85	12-2020	Disclosure Pursuant to Terrorism Risk Insurance Act
UW 00 31	12-2004	Coinsurance Penalty Policy Stuffer

### **Commercial Excess Liability Coverage Part**

<b><u>Number</u></b>	<b><u>Edition</u></b>	<b><u>Description</u></b>
CL IL 00 33	09-2023	Application of Coverage to Designated Operations Only
CW 33 39	05-2013	Nebraska Governmental Liability Amendatory Endorsement
IL 09 85	12-2020	Disclosure Pursuant to Terrorism Risk Insurance Act

### **Employment Practices Liability Coverage Part**

<b><u>Number</u></b>	<b><u>Edition</u></b>	<b><u>Description</u></b>
B EP DS 04	07-2021	Employment-Related Practices Liability Declarations
CL EP 00 03	03-2012	Employment-Related Practices Liability Coverage Part
CL EP 03 10	07-2021	Exclusion - Confidential Or Personal Information

## Commercial Property Forms

<u>Number</u>	<u>Edition</u>	<u>Description</u>
B CP DS 01	10-2000	Commercial Property Declarations
CL CP FS 01	09-2008	Schedule of Forms and Endorsements
CL CP 00 04	12-2017	Equipment Breakdown Coverage Endorsement
CL CP 01 71	02-2023	FIRE/EMS PlatinumPAK Property Extension
CL CP 05 32	08-2018	Tenant Property Coverage Required by Lease
CL CP 99 14	09-2020	Metal Roof and Siding Loss Settlement Provision
CL CP 99 16	09-2022	Cyber Incident Exclusion
CP 00 10	10-2012	Building and Personal Property Coverage Form
CP 00 90	07-1988	Commercial Property Conditions
CP 01 24	07-2000	Nebraska Changes
CP 01 40	07-2006	Exclusion of Loss Due to Virus or Bacteria
CP 03 20	10-1992	Multiple Deductible Form (Fixed Dollar Deductibles)
CP 10 30	09-2017	Causes Of Loss - Special Form

## Commercial General Liability

<u>Number</u>	<u>Edition</u>	<u>Description</u>
IL 02 59	12-2017	Nebraska Changes - Cancellation and Nonrenewal
B CG DS 01	10-2001	Commercial General Liability Declarations
CW 35 31	05-2013	Special Programs General Liability Endorsement Premium Schedule
CL CG FS 01	09-2008	Schedule of Forms and Endorsements
CG 00 01	04-2013	Commercial General Liability Coverage Form
CG 21 32	05-2009	Communicable Disease Exclusion
CG 21 41	12-2019	Exclusion - Intercompany Products Suits
CG 21 47	12-2007	Employment Related Practices Exclusion
CG 21 67	12-2004	Fungi Or Bacteria Exclusion
CG 21 71	01-2015	Exclusion of Other Acts of Terrorism Committed Outside The United States; Cap on Losses From Certified Acts of Terrorism
CG 21 76	01-2015	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism
CG 21 96	03-2005	Silica Or Silica - Related Dust Exclusion
CG 40 14	12-2020	Cannabis Exclusion
CG 99 09	12-2019	Premium Audit Noncompliance Charge
CL CG 21 08	11-2010	Asbestos Exclusion
CL CG 22 31	01-2019	Exclusion - Bodily Injury to Temporary Workers
CL CG 22 54	05-2023	Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)
CL CG 22 57	08-2023	Exclusion - Biometric Information
CL CG 23 51	03-2022	Exclusion - Cyber Incident
CL CG 24 01	09-2016	Bodily Injury Redefined
CW 15 05	05-2011	Fire/EMS-Pak Special Events/Fundraisers Coverage Endorsement
CW 33 85	03-2012	Fire/EMS - Pak and Public Entity Pak Management Protection Liability Coverage
CW 35 61	10-2020	Fire/EMS Platinum PAK Commercial General Liability Coverage Endorsement
B CY DS 01	03-2022	Cyber Suite Coverage Form Supplemental Declarations
CL CY 00 01	03-2022	Cyber Suite Coverage

## Commercial Auto

<u>Number</u>	<u>Edition</u>	<u>Description</u>
B CL CA DS 02	07-2021	Public Entity and FirePak Declarations
CL CA FS 01	09-2008	Schedule of Forms and Endorsements
CA 00 01	11-2020	Business Auto Coverage Form
CA 01 56	11-2013	Nebraska Changes
CA 02 21	12-2017	Nebraska Changes - Cancellation
CA 21 70	10-2013	Nebraska Uninsured and Underinsured Motorists Coverage

CA 23 45	11-2020	Public Or Livery Passenger Conveyance And On-Demand Delivery Services Exclusion
CA 23 84	10-2013	Exclusion Of Terrorism
CA 23 94	10-2013	Silica Or Silica-Related Dust Exclusion For Covered Autos Exposure
CA 99 03	10-2013	Auto Medical Payments Coverage
CL CA 01 08	02-2015	Asbestos Exclusion
CL CA 01 56	03-2016	Abuse or Molestation Exclusion for Automobile
CL CA 23 55	07-2022	Exclusion - Cyber - With Limited Exception
CW 35 32 NE	03-2013	Nebraska Uninsured Motorists Coverage and Underinsured Motorists Coverage Selection
CW 35 65	01-2017	Fire/EMS PAK Auto Enhancement Endorsement
CW 35 66	07-2017	Fire/EMS PAK Designated Value Auto Endorsement

### **All Commercial Inland Marine Coverages**

<b><u>Number</u></b>	<b><u>Edition</u></b>	<b><u>Description</u></b>
B CM DS 02	09-2000	Commercial Inland Marine Declarations
CL CM FS 01	09-2008	Schedule of Forms and Endorsements
IM 20 55	10-2008	Amendatory Endorsement - Nebraska

### **Coverages**

<b><u>Number</u></b>	<b><u>Edition</u></b>	<b><u>Description</u></b>
CL IM 01 58	10-2021	Cyber Incident Exclusion
CW 27 19	10-2020	Fire/EMS PlatinumPAK Equipment Coverage

### **Fire/EMS-PAK Coverages**

<b><u>Number</u></b>	<b><u>Edition</u></b>	<b><u>Description</u></b>
CW 27 19 DS	10-2020	Fire/EMS PlatinumPAK Equipment Coverage

### **Commercial Excess Liability**

<b><u>Number</u></b>	<b><u>Edition</u></b>	<b><u>Description</u></b>
B CX DS 01	09-2016	Commercial Excess Liability Declarations
CL CX 22 05	01-2022	Exclusion - Cyber Incident
CL CX FS 01	05-2013	Schedule of Forms and Endorsements
CL CX 25 06	05-2023	Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)
CL CX 25 07	08-2023	Exclusion - Biometric Information
CW 35 13	02-2011	Exclusion Punitive Damages
CX 00 01	04-2013	Commercial Excess Liability Coverage Form
CX 02 16	12-2017	Nebraska Changes - Cancellation and Nonrenewal
CX 21 01	09-2008	Nuclear Energy Exclusion
CX 21 13	04-2013	Exclusion - Fungi or Bacteria
CX 21 14	04-2013	Exclusion - Exterior Insulation and Finish Systems
CX 21 16	04-2013	Exclusion - Silica or Silica-Related Dust
CX 21 17	04-2013	Exclusion - Communicable Disease
CX 21 31	01-2015	Exclusion Of Other Acts Of Terrorism Committed Outside The United States; Cap On Losses From Certified Acts Of Terrorism
CX 21 36	01-2015	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CX 21 47	12-2020	Public or Livery Passenger Conveyance and On-Demand Delivery Services Exclusion
CX 21 56	09-2008	Auto Coverage - Exclusion Of Terrorism
CX 21 68	12-2019	Exclusion - Aircraft or Watercraft
CX 21 79	12-2020	Cannabis Exclusion
CX 24 04	12-2019	Exhaustion Of Retained Limit

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## FIRE/EMS PlatinumPAK™ PROPERTY EXTENSION

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS - SPECIAL FORM

### SCHEDULE

Coverage	Limit Of Insurance Per Occurrence
Business Income and Extra Expense	Actual Loss Sustained - 24 months
Utility Services - Time Element	Included in the Business Income and Extra Expense Coverage
Debris Removal (Additional Debris Removal Expense)	\$ 250,000
Preservation of Property	90 Days
Fire Department Service Charge	\$ 25,000
Pollutant Clean-up and Removal	\$ 100,000
Ordinance or Law Loss to the Undamaged Portion of the Building Demolition Cost and Increased Cost of Construction	Included in the Building Limit of Insurance \$ 300,000
Computer and Telecommunication Equipment	\$ 250,000
Electronic Data	\$ 100,000
Expediting Expenses	\$ 50,000
Fire Protection Equipment Refill	Included
Loss Data Preparation Cost	\$ 50,000
Lost Key Consequential Loss	\$ 50,000
Reward Payment	\$ 25,000 or 10% of the Covered Loss, whichever is less.
Accidental Discharge of Fire Protection Equipment	\$ 25,000
Utility Services - Direct Damage	Included
Deductible Reimbursement	\$ 1,000
Additional Living Expenses	\$ 1,000
Programmable Key Systems	\$ 50,000 or the Business Personal Property Limit of the Described Premises, whichever is less.
Discharge from Sewers, Drains or Sumps	Included in the Building Limit of Insurance
Newly Acquired or Constructed Property Building Business Personal Property	\$ 2,500,000 \$ 500,000
Unintentional Non Reported Property	\$ 500,000
Personal Effects and Property of Others	\$ 100,000
Valuable Papers and Records (other than Electronic Data)	Actual Loss Sustained
Property Off-Premises and In Transit	\$ 50,000
Outdoor Property (sublimit trees, shrubs, plants \$25,000 each)	\$ 300,000
Accounts Receivable	Actual Loss Sustained
Fine Arts at Market Value	\$ 50,000
Foundations and Underground Pipes, Flues, or Drains	\$ 500,000 or 15% of the Building and Business Personal Property Limit of the Described Premises, whichever is less.
Non-owned Detached Trailers	\$ 10,000
Snow Removal From Roof (Policy maximum \$1,000)	\$ 500
Limited Coverage for Fungus, Wet Rot, Dry Rot, and Bacteria	\$ 50,000

SCHEDULE	Limit Of Insurance Per Occurrence
<b>Coverage</b>	
Money and Securities	
On Premise	\$ 50,000
Off Premise	\$ 25,000
Forgery or Alteration	\$ 25,000
Employee Theft	\$ 50,000

The provisions of the Building and Personal Property Coverage Form and Causes of Loss - Special Form apply except as otherwise provided in this Endorsement.

**I. Changes to the Building and Personal Property Coverage Form**

**A. Broadened Premises Boundary**

Any reference to distance from the described premises is changed from 100 feet to 1,500 feet.

**B. The Additional Coverages in the Coverage Section are amended as follows:**

**1. Debris Removal** is amended as follows:

The additional amount for debris removal expense for physical loss or damage to Covered Property is increased to \$250,000.

**2. Preservation of Property**

The number of days is increased to 90 days.

**3. Fire Department Service Charge**

The Limit of Insurance for Fire Department Service Charge is increased to \$25,000.

**4. Pollutant Clean-up And Removal**

The Limit of Insurance for Pollutant Clean-up And Removal is increased to the limit shown in the Schedule.

**5. Ordinance or Law**

**Increased Cost of Construction**, under the **Additional Coverages** section, is deleted in its entirety, and replaced with the following:

- a. The Ordinance or Law Coverages provided in this Additional Coverage apply only if both sub-paragraphs **(1)** and **(2)** below are satisfied and are then subject to the qualifications set forth in sub-paragraph **(3)** below:

**(1)** The ordinance or law:

- (a) Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and

**(b)** Is in force at the time of loss.

But coverage under this Additional Coverage applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this Additional Coverage.

**(2)** The building sustains:

- (a) Direct physical damage that is covered under this policy and as a result of such damage, you are required to comply with the ordinance or law; or

- (b) Both direct physical damage that is covered under this policy, and direct physical damage that is not covered under this policy, and as a result of the building damage in its entirety, you are required to comply with the ordinance or law.

- (c) But if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this Additional Coverage even if the building has also sustained covered direct physical damage.

(3) In the situation described in paragraph (2)(b) above, we will not pay the full amount of loss otherwise payable under the terms of paragraph c. below. Instead, we will pay a proportion of such loss, meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

However, if the covered direct physical damage, alone, would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of paragraph c. below.

b. Under this Additional Coverage, we will not pay for:

(1) The enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or

(2) Any costs associated with the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

(3) Loss due to any ordinance or law:

(a) You were required to comply with before the loss, even if the building was undamaged; and

(b) You failed to comply with.

c. With respect to the building that has sustained covered direct physical damage, the following apply:

**(1) Loss to the Undamaged Portion of the Building**

We will pay for loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building;

**(2) Demolition Cost**

We will pay the cost to demolish and clear the site of undamaged parts of the same building as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property;

**(3) Increased Cost of Construction**

We will pay the increased cost to:

(a) Repair or reconstruct damaged portions of that building; and/or

(b) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

When the increased cost is a consequence of a requirement to comply with the minimum requirements of the ordinance or law.

However:

(c) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

(d) We will not pay for the increased cost of construction under this coverage:

(i) Until the property is actually repaired or replaced, at the same or another premises; and

(ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

(e) This coverage also applies to repair or reconstruction of the following, subject to the same conditions stated above:

- (i) The cost of excavations, grading, backfilling and filling;
- (ii) Foundation of the building;
- (iii) Pilings; and
- (iv) Underground pipes, flues and drains.

The items listed in (e)(i) through (e)(iv) above are deleted from Property Not Covered, but only with respect to coverage for Increased Cost of Construction.

**d. Loss Payment**

- (1) All the following loss payment provisions are subject to the apportionment procedures set forth in paragraph a.(3) above.
- (2) Under this Additional Coverage, we will pay for the loss in value to an undamaged portion of a building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building. Coverage is included within the Limit of Insurance shown in the Commercial Property Declarations as applicable to the covered building.

With respect to loss in value of an undamaged portion of the building, including damaged and undamaged portions, the following loss payment provisions apply:

(a) If the property is being repaired or replaced, on the same or another premises,

we will not pay more than the amount you would actually spend to repair, rebuild or reconstruct the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured;

(b) If the property is not being repaired or replaced, or if the Replacement Cost Option does not apply, we will not pay more than the actual cash value of the building at the time of the loss.

(3) The most we will pay for the combined total of all covered losses for Demolition Cost and for Increased Cost of Construction in any one occurrence is the limit shown in the Schedule.

Subject to this Combined Limit of Insurance, the following loss payment provisions apply:

(a) With respect to demolition costs, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.

(b) With respect to **Increased Cost of Construction**:

(i) We will not pay for the increased cost of construction until the property is actually repaired or replaced at the same or another premises; and

(ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

(iii) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction is

the increased cost of construction at the same premises.

(iv) If the ordinance or law requires relocation to another premise, the most we will pay for the Increased Cost of Construction is the increased cost of construction at the new premises.

e. Under this Additional Coverage, **Ordinance or Law**, we will not pay for loss due to any ordinance or law that:

(1) You were required to comply with before the loss, even if the building was undamaged; and

(2) You failed to comply with.

f. The terms of this Additional Coverage, **Ordinance or Law**, apply separately to each building to which this Additional Coverage applies.

g. The coverage provided for the loss to the undamaged portion of the building does not increase the Limit of Insurance shown in the Commercial Property Declarations as applicable to the covered building.

6. **Electronic Data**, under Paragraph 4. **Additional Coverages**, is amended as follows:

a. Paragraph (3)(d) is deleted in its entirety and the Causes of Loss therein do not apply to this Additional Coverage.

b. Paragraph (4) is deleted in its entirety and replaced with the following:

The most we will pay under this Additional Coverage, **Electronic Data**, is the Limit of Insurance shown in the Schedule of this Endorsement for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or "computer system(s)" involved. If loss payment on the first occurrence does not exhaust this

amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

7. **Expediting Expenses** is added as follows:

a. We will pay the Expediting Expenses that you incur as a result of direct physical loss of or damage to Covered Property.

b. Expediting Expenses are reasonable extra costs for temporary repairs of and for expediting the repairs or replacement of Covered Property damaged by a Covered Cause of Loss. Expediting Expenses include overtime wages and the extra cost of express or other rapid means of transportation. Expediting Expenses do not include the cost incurred for the temporary rental of property, temporary replacement of damaged property, or expenses recoverable elsewhere in the **Building and Personal Property Coverage Form** of this Endorsement.

c. The most we will pay for all such expenses in any one occurrence is \$50,000.

8. **Fire Protection Equipment Refill** is added as follows:

a. We will pay the expenses you incur for the recharging or refilling of your fire extinguishing equipment, including both hand-held extinguishers and fixed automatic extinguishing systems, when the fire extinguishing equipment is for the protection of Covered Property located at the described premises shown in the Commercial Property Declarations, and as a result of:

(1) Discharge of the fire extinguishing equipment due to a Covered Cause of Loss; or

- (2) Accidental discharge of the fire extinguishing equipment.

However, we do not pay for your expenses to recharge equipment as a result of a discharge during testing or installation.

- b. If it is less expensive to do so, we will pay your costs to replace your automatic fire extinguishing equipment or hand held fire extinguishing equipment rather than recharge the equipment.
- c. The cost to refill fire protection equipment under this Additional Coverage is included.

**9. Loss Data Preparation Cost** is added as follows:

- a. We will pay the reasonable costs you incur in collecting and preparing loss data required by applicable policy conditions or requested by us. This includes the cost of taking inventory, getting appraisals, and preparing other data in order to determine the extent of the loss.
- b. This coverage does not apply to costs incurred under the Appraisal provision in the Loss Conditions section.
- c. The most we will pay for covered costs incurred in any one occurrence is \$50,000.

**10. Lost Key Consequential Loss** is added as follows:

- a. We will pay the necessary and reasonable expense you incur to replace keys, locks, and/or lock cylinders with materials of like kind and quality at the described premises shown in the Commercial Property Declarations, as a result of:
  - (1) Direct physical loss of or damage to a master or grand master key due to a Covered Cause of Loss; or
  - (2) A covered "theft" of your Covered Property at the described premises shown in the Commercial Property Declarations occurs and you notify us and local law enforcement of the "theft" as soon as practicable.

- b. The most we will pay for Lost Key Consequential Loss in any one occurrence is \$50,000.

**11. Reward Payment** is added as follows:

- a. We will reimburse you for rewards to an eligible person for information leading to the arrest and conviction of any person or persons committing a crime of arson, "theft" or vandalism at the described premises shown in the Commercial Property Declarations.
- b. An eligible person means that person designated by a law enforcement agency as being the first to voluntarily provide the information leading to the recovery of stolen Covered Property or the arrest and conviction of any person or persons committing a crime resulting in a Covered Loss, and who is not:
  - (1) You;
  - (2) A "member", "volunteer", or "employee" of a business engaged in property protection;
  - (3) A person who had custody of the Covered Property at the time the "theft" was committed; or
  - (4) A person involved in the crime.
- c. The most we will pay in any one occurrence under this Additional Coverage, regardless of the number of persons that may be designated as eligible for a reward by law enforcement, is 10% of the Covered Loss or \$25,000, whichever is less.

**12. Accidental Discharge of Fire Protection Equipment** is added as follows:

- a. We will pay for direct physical loss of, or damage to Covered Property as a result of an accidental discharge of the fire extinguishing equipment, when the fire extinguishing equipment is:
  - (1) A fixed automatic extinguishing system; and
  - (2) For the protection of Covered Property located at the described premises shown in the Commercial Property Declarations.

However, we do not pay for direct physical loss of, or damage to Covered Property as a result of a discharge during testing or installation.

- b. The most we will pay for loss of or damage to Covered Property in any one occurrence is the limit shown in the Schedule.
- c. We will not pay for loss under this Additional Coverage unless the amount of loss exceeds the applicable building or business personal property deductible for the described premises in the Commercial Property Declarations.

**13. Utility Services - Direct Damage** is added as follows:

- a. We will pay for loss of or damage to Covered Property caused by an interruption in utility service to the described premises. The interruption in utility service must result from the direct physical loss or damage by a Covered Cause of Loss to property that provides the services shown below in paragraph b.

Coverage for loss of or damage to Covered Property does not apply to loss or damage to "electronic data", including destruction or corruption of "electronic data".

- b. Utility Services include:
  - (1) Water Supply Services, meaning the following types of property supplying water to the described premises:
    - (a) Pumping stations; and
    - (b) Water mains.
  - (2) Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
    - (a) Communication transmission lines, including optic fiber transmission lines;
    - (b) Coaxial cables; and

- (c) Microwave radio relays except satellites.

**(3) Power Supply Services**, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (a) Utility generating plants;
- (b) Switching stations;
- (c) Substations;
- (d) Transformers; and
- (e) Transmission lines.

- c. As used in this Additional Coverage, the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.
- d. The most we will pay for loss of or damage to Covered Property in any one occurrence is the building and the business personal property limits of insurance shown for the described premises in the Commercial Property Declarations.
- e. We will not pay for loss under this Additional Coverage unless the amount of loss exceeds the applicable building or business personal property deductible for the described premises in the Commercial Property Declarations.

**14. Business Income and Extra Expense** is added as follows:

- a. We will pay for the actual loss of Business Income you sustain and will pay Extra Expense you incur due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by or result from a Covered Cause of Loss at the described premises shown in the Commercial Property Declarations. With respect to direct physical loss of or damage to personal property in a vehicle, the described premises include the area within 1,500 feet of the site at which the described premises are located.

- b. Your coverage for Business Income and Extra Expense includes the interruption in utility service as a Covered Cause of Loss.

The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to the following:

- (1) Water Supply Property, meaning pumping stations and water mains supplying water to the described premises.
- (2) Wastewater Removal Property, meaning a utility system for removing wastewater and sewage from the described premises, other than a system designed primarily for draining storm water. The utility property includes sewer mains, pumping stations and similar equipment for moving the effluent to a holding, treatment or disposal facility, and includes such facilities.

Coverage does not apply to interruption in service caused by or resulting from a discharge of water or sewage due to heavy rainfall or flooding.

- (3) Communication Supply Property, meaning communication transmission or distribution lines, including fiber optic transmission lines, coaxial cables, and microwave radio relays (excluding satellite) supplying communication services, including telephone, radio, microwave or television services, to the described premises.
- (4) Power Supply Property, meaning utility generating plants, switching stations, substations, transformers, and transmission or distribution lines supplying electricity, steam or gas to the described premises.

Coverage does not apply to loss of or damage to "electronic data", including destruction or corruption of "electronic data", caused by the interruption in utility service

- c. We will only pay for loss of Business Income or Extra Expense that you

sustain during the "period of restoration" and that occurs within 24 consecutive months after the date of direct physical loss or damage.

- d. Business Income means the:

- (1) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no "suspension" of your "operations" had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses; and
- (2) Continuing normal operating expenses incurred, including payroll.

- e. Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss of or damage to Covered Property. Coverage pertains to expenses (other than the expenses to repair or replace property) which are incurred to:

- (1) Avoid or minimize the "suspension" of business and to continue "operations" at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- (2) Minimize the "suspension" of business if you cannot continue "operations".

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this coverage.

- f. The amount of Extra Expense will be determined based on:

All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct

physical loss or damage had occurred. We will deduct from the total of such expense:

- (1) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
  - (2) Any Extra Expense that is paid for by other insurance.
- g. We will reduce the amount of your Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- h. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

**15. Money and Securities** is added as follows:

- a. We will pay for loss of "money" and "securities" used in your business caused by "theft", disappearance or destruction.
- b. We will not pay for:
  - (1) Loss resulting from accounting or arithmetical errors or omissions;
  - (2) Loss resulting from the giving or surrendering of property in any exchange or purchase;
  - (3) Loss of property contained in any "money" operated device, unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device;
  - (4) Loss resulting from any dishonest or criminal act, including "theft", committed by you or any of your "member(s)", "volunteer(s)", "employee(s)", or partners:
    - (a) Acting alone or in collusion with other persons; or
    - (b) While performing services for you or otherwise;

- (5) Loss of property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":
  - (a) On the basis of unauthorized instructions; or
  - (b) As a result of a threat to do:
    - (i) Bodily harm to any person; or
    - (ii) Damage to any property.
  - (c) But, this exclusion does not apply to loss of "money" and "securities", while outside the "premises" or "banking premises", in the care and custody of a "messenger" if you:
    - (i) Had no knowledge of any threat at the time the conveyance began; or
    - (ii) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat;
- (6) Loss that is an indirect result of any act or "occurrence" covered by this Additional Coverage, including, but not limited to, loss resulting from:
  - (a) Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, "money" or "securities"; or
  - (b) Payment of damages of any type for which you are legally liable.
- c. To the extent that coverage for "money" and "securities" is provided by this Additional Coverage, paragraph a. under **2. Property Not Covered**, in the Building and Personal Property Coverage Form, does not apply.
- d. You must keep records of all "money" and "securities" so we can verify the amount of loss or damage.

e. The following is added to paragraph 7. **Valuation** under **E. Loss Conditions**, in the Building and Personal Property Coverage Form:

- (1) For "money", at face value, or, at our option, its dollar equivalent (if from a country other than the United States) based on exchange rates in effect when the loss occurred.
- (2) For "securities", the lesser of the value of the "securities" as of the close of business on the day when the loss occurred, or the value of replacing the "securities" in kind.

If replaced in kind, you must assign to us all your rights, title and interest in and to those "securities". We will not pay for the loss of income, interest, or dividends that occur as a result of the loss of "securities".

- f. The most we will pay for loss in any one "occurrence" that occurs on "premises" is \$50,000.
- g. The most we will pay for loss in any one "occurrence" that occurs off "premises" is \$25,000.

**16. Forgery or Alteration** is added as follows:

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- (1) Made, or drawn by, or drawn upon you; or
- (2) Made, or drawn by one acting as your agent;

Or that are purported to have been so made or drawn.

For the purposes of this Additional Coverage, a substitute check as defined in the Check Clearing for the 21<sup>st</sup> Century Act shall be treated the same as the original it replaced.

b. If you are sued for refusing to pay any instrument covered in paragraph **16.a.**, on the basis that it has been forged or altered, and you have our written consent to defend against the

suit, we will pay for any reasonable legal expenses that you incur and pay in that defense.

c. The most we will pay for loss in any one "occurrence" is the limit shown in the Schedule.

**17. Employee Theft** is added as follows:

a. We will pay for loss of or damage to "money", "securities", or "other property" resulting from:

(1) Dishonest acts or "theft" committed by any of your "employees", "members", or "volunteers" acting alone or in collusion with other persons (except you or your partners) with the manifest intent to:

(a) Cause you to sustain loss or damage; and

(b) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other benefits) for:

(i) Any "employee", "member", "volunteer"; or

(ii) Any other person or organization; or

(2) The failure of any "employee", "member", or "volunteer" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your "money", "securities", or "other property".

b. We will not pay for loss or damage:

(1) Resulting from any dishonest or criminal act that you or any of your partners commit, whether acting alone or in collusion with other persons;

(2) For that part of any loss when the only proof of which as to its existence or amount is dependent upon:

(a) An inventory computation; or

(b) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed;

- (3) Resulting from the failure of any entity acting as a depository for your property or property for which you are responsible;
  - (4) For which you are legally liable as a result of:
    - (a) The deprivation or violation of the civil rights of any person by an "employee", "member", or "volunteer"; or
    - (b) The tortious conduct of an "employee", "member", or "volunteer", except the conversion of property of other parties held by you in any capacity;
  - (5) That is an indirect result of an "occurrence" covered by this insurance including, but not limited to, loss resulting from:
    - (a) Your inability to realize income that you would have realized had there been no loss or damage to "money", "securities" or "other property";
    - (b) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance, except as excluded in paragraph (4) above; or
    - (c) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
- c. Coverage provided by this Additional Coverage is excess over a statutory bond requirement when the loss is caused by any "employee",

"member", or "volunteer" that is required by law to be individually bonded. The amount payable under this provision is in excess of the amount of such individual bond requirement, whether or not such individual bond is in force or is valid and collectible.

- d. This Additional Coverage terminates as to any "employee", "member" or "volunteer":
  - (1) As soon as:
    - (a) You; or
    - (b) Any of your partners, officials or "employees" authorized to manage, govern or control your "employees", "members", or "volunteers" not in collusion with the "employee", "member", or "volunteer";
  - Learn of "theft" or any other dishonest act committed by the "employee", "member", or "volunteer" before or after becoming employed by you;
  - (2) On the date specified in a notice mailed to the first Named Insured. That date will comply with the terms and conditions of the policy to which this endorsement applies.
- e. We will pay only for:
  - (1) Loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
  - (2) Covered loss or damage sustained during the policy period and "discovered" no later than one year from the end of the policy period.
- f. The following provisions apply with respect to loss sustained during prior insurance issued by us or any affiliate:

**(1)** Loss Sustained Partly During This Insurance and Partly During Prior Insurance. If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place:

- (a)** Partly during the Policy Period shown in the Declarations; and
- (b)** Partly during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest;

And this insurance became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained during this Policy Period. We will then settle the remaining amount of loss that you sustained during the Policy Period(s) of the prior insurance.

**(2)** Loss Sustained Entirely During Prior Insurance. If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place entirely during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest, we will pay for the loss, provided:

- (a)** This insurance became effective at the time of cancellation of the prior insurance; and
- (b)** The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".

We will first settle the amount of loss that you sustained during the most recent prior insurance. We will then settle any remaining amount of loss that you sustained during the Policy Period(s) of any other prior insurance.

**(3)** In settling loss subject to this Condition:

**(a)** The most we will pay for the entire loss is the highest single Limit of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior insurance issued by us.

**(b)** We will apply the applicable Deductible Amount shown in the Deductible section of this endorsement to the amount of loss sustained under this insurance. If no loss was sustained under this insurance, we will apply the Deductible Amount shown in the Deductible section of this endorsement to the amount of loss sustained under the most recent prior insurance.

If the Deductible Amount is larger than the amount of loss sustained under this insurance, or the most recent prior insurance, we will apply the remaining Deductible Amount to the remaining amount of loss sustained during the prior insurance.

We will not apply any other Deductible Amount that may have been applicable to the loss.

**g.** The insurance under paragraph **f.** above is part of, not in addition to, the Limit of Insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:

- (1)** This Additional Coverage as of its effective date; or
- (2)** The prior insurance had it remained in effect.

**h.** You may extend this coverage to apply to loss caused by any "employee", "member", or "volunteer" while temporarily outside the Coverage Territory for a period of not more than 90 days.

**i.** The most we will pay for a loss of or damage to "money", "securities", or

"other property" in any one "occurrence" is the limit shown in the Schedule.

#### 18. Deductible Reimbursement

a. In the event of direct physical loss or damage caused by a covered peril to the primary permanent residence of your "member", we will pay the amount of the deductible applicable to such loss or damage if:

(1) The direct physical loss or damage is to the real property; and

(2) The direct physical loss or damage is covered by the "member's" insurance policy; and

(3) The "member" is:

(a) Traveling to an "emergency services operation" or "training exercise", including the preparation and loading process;

(b) At the site of an "emergency services operation" or the site of a "training exercise"; or

(c) Traveling from an "emergency services operation" or "training exercise".

b. The most we will pay per "member" under this Coverage Extension is \$1,000.

#### 19. Additional Living Expenses

a. In the event of direct physical loss or damage caused by a covered peril to the primary permanent residence of your "member", we will pay the reasonable and necessary living expenses incurred as a result of such loss or damage if:

(1) The direct physical loss or damage is to the real property; and

(2) The direct physical loss or damage is covered by the "member's" insurance policy; and

(3) The "member" is:

(a) Traveling to an "emergency services operation" or "training exercise", including

(b) At the site of an "emergency services operation" or the site of a "training exercise"; or

(c) Traveling from an "emergency services operation" or "training exercise".

b. The most we will pay per "member" under this Coverage Extension is \$1,000.

C. The Coverage Extensions in the Coverage Section are amended as follows:

1. Programmable Key Systems is added as follows:

a. You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss of, or damage to programmable key systems, such as key card systems using a regular card reader/writer; systems where locks communicate with a server; or systems using TCP/IP, at the premises described in the Commercial Property Declarations that are:

(1) Owned by you;

(2) Owned by others, but leased to you; or

(3) Owned by others but in your care, custody, and control.

b. The value of programmable key systems under this Coverage Extension will be the actual cost of reproducing or replacing the damaged programmable key system and includes card programmers and readers, computers, related alarms, transceivers, power supplies and any other electronic or mechanical apparatus needed to make the card keys work.

c. To the extent it would conflict with the coverage provided by this Coverage Extension, paragraph n., under the **Property Not Covered** section, does not apply.

d. When this Coverage Extension applies, no other coverage in the

policy applies to property insured by this Coverage Extension.

- e. The most we will pay for loss of or damage to programmable key systems in any one occurrence is \$50,000 or the limit applicable to the Business Personal Property at the described premises shown in the Commercial Property Declarations, whichever is less.

This Coverage Extension does not increase the limit of insurance.

**2. Discharge from Sewers, Drains or Sumps** is added as follows:

- a. You may extend the insurance that applies to your Building to provide coverage at the described premises shown in the Commercial Property Declarations for direct physical loss of or damage to Covered Property caused by or resulting from discharge of water or waterborne material from sewers, drains, or sumps, or other type of system designed to remove subsurface water which is drained from the foundation area, provided such discharge is not induced by flood or flood-related conditions.

For the purpose of this Coverage Extension, the term drain includes a roof drain and related fixtures.

- b. The aforementioned references to flood, include surface water, waves (including tidal wave and tsunami), tides, tidal water, and overflow of any body of water, including storm surge.
- c. There is no coverage under this endorsement if:

(1) The discharge results from an insured's failure to perform routine maintenance or repair necessary to keep a sewer or drain or a sump, sump pump or related equipment free from obstruction and in proper working condition. This limitation does not apply to sudden mechanical breakdown of a sump pump or its related equipment, provided the breakdown is not the result of an insured's negligence; or

(2) Sump pump failure is caused by or results from failure of power,

unless this policy is endorsed to cover power failure affecting the described premises.

- d. The most we will pay for direct physical loss of or damage to a Covered Building in any one occurrence is the Limit of Insurance shown for the Covered Building in the Declarations.
- e. When this Coverage Extension applies, no other coverage in the policy applies to property insured by this coverage. The limit provided by this Coverage Extension does not increase the limit shown for the applicable building in the Commercial Property Declarations.
- f. We will not pay for loss under this Coverage Extension unless the amount of loss exceeds the applicable property deductible for the described premises in the Commercial Property Declarations

**3. Newly Acquired or Constructed Property** is amended as follows:

- a. Buildings: The most we will pay for loss or damage under this extension is \$2,500,000 at each building.
- b. Your Business Personal Property: The most we will pay for loss or damage under this Extension is \$500,000 at each building.
- c. The number of days under Period of Coverage is increased to 180 days.

**4. Unintentional Non Reported Property** is added as follows:

- a. You may extend the insurance that applies to your Building to provide coverage for direct physical loss of, or damage to Covered Building Property unintentionally and inadvertently unreported through error or omission and resulting from a Covered Cause of Loss.
- b. The property accidentally omitted from coverage must be 100% owned by the named insured, but not scheduled or reported under the policy.
- c. This coverage only applies if the property was inadvertently left off the policy through error or omission of the named insured or their insurance agent. Property intentionally

removed or left off the schedule to avoid payment of premium or for any other reason is not covered.

- d. The perils of Earthquake and/or Flood are not a Covered Cause of Loss for this Coverage Extension, regardless of whether coverage for Earthquake and/or Flood is applicable to insured buildings or not.
- e. When the error of the non-reported property is "discovered", we will charge the appropriate premium due for the property. The premium charge will be effective as of the date the named insured acquired ownership of the property.
- f. The limit of insurance provided under the Coverage Extension, **Unintentional Non Reported Property**, may not be combined or added to the Newly Acquired or Constructed Property limits.
- g. The most we will pay for direct physical loss of or damage to Covered Property in any one occurrence is \$500,000.

**5. Personal Effects and Property of Others** is deleted and replaced by the following:

- a. You may extend the insurance that applies to Your Business Personal Property to apply to:
  - (1) "Personal effects" owned by you, your "members", "volunteers", or "employees";
  - (2) Tools owned by your "members", "volunteers", or "employees" that are used in your "operations" while such tools are located in or on building(s) described in the Commercial Property Declarations or in the open (or in a vehicle) within 1,500 feet of the building(s) or structure(s) or within 1,500 feet of the premises described in the Commercial Property Declarations, whichever distance is greater; and
  - (3) "Personal property of others" in the care, custody, or control of your "members", "volunteers", or

"employees" other than "commandeered property".

However, this Coverage Extension does not apply if the loss is covered by other insurance, whether collectible or not.

- b. For "personal property of others", the **Extension of Replacement Cost to Personal Property of Others** provision in the Optional Coverages section is applicable.
- c. The most we will pay for direct physical loss of or damage to "personal effects", tools, or "personal property of others" in any one occurrence at each described premises is \$100,000.

Our payment for direct physical loss of or damage to "personal effects", tools, or "personal property of others" will only be for the account of the owner of the property.

**6. Valuable Papers and Records (Other Than Electronic Data)** is deleted and replaced by the following:

- a. You may extend the insurance that applies to Business Personal Property to apply to direct physical loss of or damage to "valuable papers and records" that you own or that are in your care, custody, or control, while at or away from premises described in the Commercial Property Declarations, caused by or resulting from a "specified cause of loss" or Collapse as set forth in the Causes of Loss - Special Form.
- b. This Coverage Extension includes the cost to replace or restore the lost information on "valuable papers and records" for which duplicates do not exist. But this Coverage Extension does not apply to "valuable papers and records" which exist as "electronic data".
- c. Under this Coverage Extension, the most we will pay to replace or restore the lost information is the Actual Loss Sustained. Such amount is additional insurance. We will also pay for the cost of blank material for

reproducing the records (whether or not duplicates exist) and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and, therefore, coverage of such costs is not additional insurance.

7. **Property Off-Premise** is deleted in its entirety and replaced with the following:

**Property Off-Premises and In Transit**

- a. You may extend the insurance that applies to Your Business Personal Property, except for property excluded under **b.** below, to apply while it is away from the premises described in the Commercial Property Declarations, if it is:

- (1) In transit;
- (2) Temporarily at a location that you do not own, lease, or operate;
- (3) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
- (4) At any fair, trade show or exhibition.

- b. Coverage provided by this Coverage Extension does not apply to Business Personal Property consisting of the following:

- (1) "Laptops or Mobile Device(s)"; or
- (2) "Portable equipment", unless a limit is shown for "portable equipment" in the Commercial Property Declarations.

- c. The most we will pay for direct physical loss of or damage to Covered Property consisting of "portable equipment" is the limit shown in the Commercial Property Declarations for "portable equipment".

For all other Covered Property, the most we will pay in any one occurrence is \$50,000.

8. **Outdoor Property** is deleted in its entirety and replaced by the following:

- a. You may extend the insurance that applies to your Covered Property to apply to your outdoor fences, statuary, communication antennas and repeaters (including satellite dishes) and their lead-in wiring, masts or towers, sirens, bells, lights, light poles, flag poles, and signs, including debris removal expense when physical damage or loss is due to a Covered Cause of Loss if it is:

- (1) Located at the premises described in the Commercial Property Declarations (or within 1,500 feet);
- (2) Located away from the premises described in the Commercial Property Declarations if the Covered Property is owned by you.

- b. You may extend the insurance that applies to your Covered Property to apply to your trees, plants, and shrubs (other than trees, plants, or shrubs which are "stock" or are part of a vegetated roof), including debris removal expense, when physical damage or loss is caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or civil commotion; or
- (5) Aircraft.

- c. With respect to the coverage provided by this Coverage Extension, Collapse is a Covered Cause of Loss.

- d. The most we will pay for direct physical loss of or damage to covered outdoor property in any one occurrence is the limit shown in the Schedule, subject to a sub-limit of \$25,000 for any one tree, shrub, or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged.

- e. Subject to all aforementioned terms and limitations of coverage, this coverage extension includes the expense of removing from the described premises the debris of

trees, shrubs, and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

**9. Accounts Receivable** is added as follows:

**a.** You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) All amounts due from your customers that you are unable to collect;
- (2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- (3) Collection expenses in excess of your normal collection expenses that are made necessary by "loss"; and
- (4) Other reasonable expenses that you incur to re-establish your records of accounts receivable;

That result from Covered Causes of Loss to your records of accounts receivable located at or away from the "premises" shown in the Commercial Property Declarations.

**b.** If you give us written notice within 10 days of removal of your records of accounts receivable because of imminent danger of direct physical "loss" of or damage to your records of accounts receivable from a Covered Cause of Loss, we will pay for accidental "loss" or damage while they are:

- (1) At a safe place away from your "premises"; or
- (2) Being taken to or returned from that place.

However, no claim will be denied based upon the insureds failure to provide notice within such specified time, unless this failure operates to prejudice the rights of the insurer.

**c.** The following is added to the Valuation Provision under the Loss Conditions section:

(1) If you cannot accurately establish the amount of accounts receivable outstanding as of time of "loss", the following method will be used:

- (a) Determine the total of the average monthly amount of accounts receivable for the 12 months immediately preceding the month in which the "loss" occurs; and
- (b) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the "loss" occurred or for any demonstrated variance from the average for that month.

(2) The following will be deducted from the total amount of accounts receivable, however that amount is established:

- (a) The amount of accounts for which there is not "loss";
- (b) The amount of the accounts that you are able to re-establish or collect;
- (c) An amount to allow for probable bad debts that you are normally unable to collect; and
- (d) All unearned interest and service charges.

**d.** The most we will pay for "loss" in any one occurrence is the Actual Loss Sustained.

**10. Fine Arts at Market Value** is added as follows:

- a.** You may extend the insurance that applies to Your Business Personal Property to cover direct physical loss of or damage to your fine arts or fine arts of others in your care, custody, or control as a result of a Covered Cause of Loss.
- b.** Any loss or damage must occur at the premises described in the Commercial Property Declarations.

- c. For this Coverage Extension, fine arts are paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, porcelains, art glass windows, and other bona fide works of art.
- d. The value of the fine arts will be based on market value at the time of the direct physical loss of or damage to the item.
- e. The most we will pay for direct physical loss of or damage to fine art items in any one occurrence, regardless of the number of fine art items, is the limit shown in the Schedule.
- f. We will not pay for loss under this Coverage Extension unless the amount of loss exceeds the applicable business personal property deductible for the described premises in the Commercial Property Declarations.

**11. Foundations and Underground Pipes, Flues, or Drains is added as follows:**

- a. You may extend the insurance that applies to your building(s) to include:
  - (1) Foundations of buildings, structures, machinery or boilers if their foundations are below:
    - (a) The lowest basement floor; or
    - (b) The surface of the ground, if there is no basement;
  - (2) Underground pipes, flues or drains; or
  - (3) Bulkheads, pilings, piers, wharves or docks; and
  - (4) Retaining walls that are not part of a building.
- b. To the extent they would conflict with the coverage provided by this endorsement, paragraphs **g.**, **j.**, **l.** and **m.**, under the Property Not Covered section, do not apply.
- c. The most we will pay for loss of or damage to Covered Property under this Coverage Extension in any one occurrence is 15% of the Building and Business Personal Property limit at the described premises shown in the Commercial Property Declarations or \$500,000, whichever

is less. Such limit is part of, not in addition to, the applicable Limit of Insurance on your Building and Business Personal Property at the Described Premises where the covered loss occurred. Therefore, payment under this extension will not increase the applicable Limit of Insurance on your Building and Business Personal Property shown in the Commercial Property Declarations.

**12. Non-owned Detached Trailers is amended as follows:**

The most we will pay for loss or damage under this Extension is the limit shown in the Schedule.

**13. Snow Removal From Roof**

- a. You may extend the insurance that applies to your Building to apply to the expense of removing excessive snow from the roof of your covered building at a designated premise when collapse of the structure is at risk.

This Coverage Extension does not apply unless the Building is identified as Covered Property and a Limit of Insurance appears in the Declarations.

- b. The most we will pay per any one occurrence is \$500. The most we will pay in any one policy year, regardless of the number of occurrences, is \$1,000.

This Coverage Extension does not apply to the extent that coverage is excluded by a separate endorsement.

**14. Computer and Telecommunication Equipment is added as follows:**

- a. You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to "Computer Equipment" which is:
  - (1) Your property (other than your "stock") at your described premises shown in the Declarations;
  - (2) Leased property for which you have a contractual responsibility to insure at your described premises shown in the Declarations; or
  - (3) Your property or leased property for which you have a contractual

responsibility to insure while in transit or away from the described premises shown in the Declarations;

Caused by a Covered Cause of Loss.

b. We will not cover the following kinds of property under this Coverage Extension:

- (1) Property which you rent or lease to others;
- (2) "Electronic data";
- (3) Accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts, program documentation or other documents;
- (4) "Computer Equipment" held for sale by you;
- (5) "Computer Equipment" of others on which you are performing repairs or work;
- (6) "Computer Equipment" that is part of any:
  - (a) Production or processing equipment (such as CAD, CAM or CNC machines);
  - (b) Equipment used to maintain or service your building (such as heating, ventilating, cooling or alarm system); or
  - (c) Property that is covered under another coverage form of this or any policy in which such property is more specifically described, except for the excess of the amount due, (whether you can collect on it or not) from that other insurance.

c. Subject to the provisions of this Coverage Extension, we will determine the value of Covered Property in the event of covered direct physical loss or damage as follows:

"Computer Equipment" will be settled at replacement cost as of the time and place of loss. We will pay up to the Limit of Insurance applicable to the loss of or damage to "computer equipment" with new property of

similar kind and quality to be used for the same purpose; or the amount is would cost to repair the damaged "computer equipment", whichever is less.

Replacement Cost valuation does not apply until the damage or destroyed property is repaired or replaced.

In the event replacement of "Computer Equipment" is impossible, the replacement cost will be the cost of items that are similar to the damaged or destroyed equipment and intended to perform the same function, but which may include technological advances. "Computer Equipment" that is obsolete or no longer used by you will be valued at actual cash value.

d. The most we will pay under this Coverage Extension for loss or damage in any one occurrence is the limit shown in the Schedule of this Endorsement.

D. When coverage under this endorsement applies, the **Limits Of Insurance** Section is deleted and replaced by the following:

#### **Limits of Insurance**

1. The most we will pay for loss or damage in any one occurrence for Additional Coverages and Coverage Extensions, except as described in **D.2.** below, is the Limit of Insurance shown in the Schedule for the applicable coverage.
2. The amounts of insurance stated for the following Additional Coverages and Coverage Extensions apply in accordance with the terms of such coverage. These amounts of insurance are separate from, and in addition to the Limits of Insurance shown in the Commercial Property Declarations (schedule) for any other coverage. Also, the Additional Conditions, Coinsurance does not apply to the following:
  - a. Accounts Receivable;
  - b. Computer and Telecommunication Equipment;
  - c. Electronic Data;
  - d. Employee Theft;

- e. Expediting Expenses;
- f. Fine Arts at Market Value;
- g. Fire Department Service Charge;
- h. Fire Protection Equipment Refill;
- i. Forgery or Alteration;
- j. Loss Data Preparation Cost;
- k. Lost Key Consequential Loss;
- l. Money and Securities;
- m. Ordinance or Law:
  - (1) Demolition Cost; or
  - (2) Increased Cost of Construction;
- n. Pollutant Clean-up and Removal;
- o. Reward Payment;
- p. Valuable Papers and Records (Other Than Electronic Data); and
- q. Business Income and Extra Expense.

Payments under the Preservation of Property Additional Coverage will not increase the applicable Limit of Insurance.

**E.** The **Deductible** section is amended as follows:

1. No deductible applies to the following Additional Coverages:
  - a. Fire Department Service Charge;
  - b. Reward Payment;
  - c. Fire Protection Equipment Refill;
  - d. Forgery or Alteration;
  - e. Loss Data Preparation Cost;
  - f. Lost Key Consequential Loss;
  - g. Deductible Reimbursement; and
  - h. Additional Living Expenses.
2. No deductible applies to loss of or damage to glass that is part of the building or structure.
3. With respect to Coverage Extension Snow Removal From Roof:  
A \$100 per occurrence deductible applies.
4. With respect to Coverage Extension, **Programmable Key Systems**:  
A \$1,000 per occurrence deductible applies.

5. With respect to coverage provided by the Coverage Extension, **Computer and Telecommunication Equipment**:
  - a. A \$1,000 deductible applies to loss or damage caused by or resulting from mechanical breakdown, power interruption, power surge, blackout, brownout, short circuit, blowout, electrical disturbance to the "computer system".
  - b. A \$500 deductible applies to any Covered Cause of Loss not described in 5.a. above.
6. The applicable building or business personal property deductible applies to the following Additional Coverages and Coverage Extensions:
  - a. Accidental Discharge of Fire Protection Equipment;
  - b. Utility Services - Direct Damage;
  - c. Discharge from Sewers, Drains, or Sumps; and
  - d. Fine Arts at Market Value.
7. Unless otherwise specified in E.1. through E.6. above, a \$500 deductible applies to each Covered Loss in this endorsement

If an occurrence is caused by a Covered Cause of Loss and results in direct physical loss of or damage to Covered Property under one or more Additional Coverages or Coverage Extensions, and without involving a loss to a building and/or business personal property, the deductible will apply once to all covered losses under this endorsement.

8. When a covered loss arising out of the same occurrence causes direct physical loss of or damage to covered property under multiple Coverage Forms or Coverage Parts, no more than the highest deductible applying to the covered property shall be deducted from the amount of loss for all covered property lost or damaged.

**II. Changes to the Causes of Loss - Special Form**

- A. With respect to the coverage provided by the Additional Coverage, **Electronic Data** and the Coverage Extension, **Computer and Telecommunication Equipment**, the Causes of Loss - Special Form is amended as follows:

1. The following exclusions do not apply to the Additional Coverage, **Electronic Data** or the Coverage Extension, **Computer and Telecommunication Equipment** :

- a. **B.1.b.** Earth Movement;
- b. **B.1.e.** Utility Services;
- c. **B.1.g.** Water;
- d. **B.2.a.** Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any electrical or electronic wire, device, appliance, system or network or devise, appliance, system or network utilizing cellular or satellite technology; and
- e. **B.2.d.(7)** Dampness or dryness of atmosphere, changes in or extremes of temperature, and marring or scratching.

2. The following additional exclusions apply to the Additional Coverage, **Electronic Data**, and the Coverage Extension, **Computer and Telecommunication Equipment**:

We will not cover loss resulting directly or indirectly from:

- a. Errors or omissions in programming or processing "electronic data" and "media";
- b. Errors or deficiency in design, installation, maintenance, repair or modification of your "computer system" or any "computer system" or network to which your system is connected or on which your system depends, including "electronic data" and "media";
- c. Manipulation of your "computer system", including "electronic data" and "media", by a "member", "volunteer", "employee", volunteer worker or contractor, for the purpose of diverting "electronic data" and "media" or causing fraudulent or illegal transfer of any property; or
- d. Unauthorized viewing, copying or use of "electronic data" and "media", or any proprietary or confidential information or intellectual property in

any form by any person, even if such activity is characterized as "theft".

- B. To the extent, it would conflict with the provisions of the Additional Coverage, **Ordinance or Law**, the Ordinance or Law Exclusion is deleted.

- C. With respect to the coverage provided by the Coverage Extension, **Programmable Key Systems**, the Causes of Loss - Special Form is amended as follows:

1. The following exclusions do not apply to the Coverage Extension, **Programmable Key Systems**:

- a. **B.1.b.** Earth Movement;
- b. **B.1.e.** Utility Services;
- c. **B.1.g.** Water;
- d. **B.2.a.** Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any electrical or electronic wire, device, appliance, system or network or devise, appliance, system or network utilizing cellular or satellite technology; and
- e. **B.2.d.(7)** Dampness or dryness of atmosphere, changes in or extremes of temperature, and marring or scratching.

2. The following additional exclusions apply to the Coverage Extension, **Programmable Key Systems**

We will not cover loss resulting directly or indirectly from:

- a. Errors or omissions in programming the programmable key systems;
- b. Errors or deficiency in design, installation, maintenance, repair or modification of your programmable key systems;
- c. Manipulation of your programmable key systems by a "member", "volunteer", "employee", or contractor, for the purpose of causing fraudulent or illegal transfer of any property; or
- d. Unauthorized viewing, copying or use of programmable key systems, or any proprietary or confidential

information or intellectual property in any form by any person, even if such activity is characterized as "theft".

- D. With respect to the coverage provided by the Coverage Extension, **Discharge from Sewers, Drains or Sumps**, the Causes of Loss - Special Form is amended as follows:

Exclusion **B.1.g.(3)** Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment does not apply.

- E. The Additional Coverage Extension, **Property In Transit**, is deleted in its entirety.

- F. With respect to the coverage provided by the Coverage Extension, **Outdoor Property**, the Causes of Loss - Special Form is amended as follows:

Under **Additional Coverage - Collapse**, paragraph **D.4** does not apply.

- G. With respect to the coverage provided by the Coverage Extension, **Accounts Receivable**, the Causes of Loss - Special Form is amended as follows:

1. Section B. Exclusions does not apply to the Coverage Extension, **Accounts Receivable**, except for the following paragraphs:

- a. **B.1.a.** Ordinance or Law;
- b. **B.1.c.** Governmental Action;
- c. **B.1.d.** Nuclear Hazard;
- d. **B.1.f.** War and Military Action;
- e. **B.2.a.**, in its entirety;
- f. **B.2.b.** Delay, loss of use or loss of market;
- g. **B.2.h.**, in its entirety;
- h. **B.2.i.**, in its entirety;
- i. **B.2.k.**, in its entirety; and
- j. **B.3.**, including items **3.a.** through **3.c.**

2. The following additional exclusions apply to the Coverage Extension, **Accounts Receivable**.

We will not pay for:

- a. Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking, or withholding or "money", "securities", or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding;

- b. Bookkeeping, accounting or billing errors or omissions;
- c. Electrical or magnetic injury, disturbance, or erasure of electronic recordings that is caused by or results from:
  - (1) Programming errors or faulty machine instructions;
  - (2) Faulty installation or maintenance of data processing equipment or component parts;
  - (3) An occurrence that took place more than 1,500 feet from your "premises"; or
  - (4) Interruption of electrical power supply, power surge, blackout or brownout if the cause of such occurrence took place more than 1,500 feet from your "premises".
- d. Unauthorized instructions to transfer property to any person or to any place; or
- e. "Loss" that requires any audit of records or any inventory computation to prove its factual existence.

- H. **Additional Coverage - Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria** is amended as follows:

The coverage described under **E.2.** of this Limited Coverage is limited to \$50,000.

- I. With respect to the coverage provided by the Additional Coverages, **Utility Services - Direct Damage** and **Business Income and Extra Expense**, the Causes of Loss - Special Form is amended as follows:

Exclusion **B.1.e. Utility Services**, does not apply.

**III. Definitions** Section is amended as follows:

- A. "Authorized representative" means:  
A "member" or "volunteer" vested (explicitly, implicitly, or through conduct) with the authority to represent your organization.
- B. "Banking Premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- C. "Commandeered property" means:

Real and Business Personal Property owned by others that you seize, borrow or take control of for official use to handle an "emergency services operations".

1. "Real and Business Personal Property considered under the definition of commandeered property is limited to the following type of property owned by others:

- a. Buildings;
- b. Personal Property, unless excluded in paragraph 2. below;
- c. Vehicles or self-propelled machines (including Golf Carts, Snowmobiles and Watercraft) that are not licensed for use on public roads; or
- d. Animals, consisting of bona fide and previously trained search and rescue animals.

2. The following types of Business Personal Property or Personal Property do not qualify and are not included in the definition of commandeered property:

- a. Personal Property, of any type, belonging to you;
- b. Money and Securities; or
- c. Impounded property including, but not limited to, real or personal property, automobiles, vehicles or self-propelled machines not licensed for use on public roads, and animals belonging to someone else.

D. "Computer equipment" with respect to the coverage provided by the Coverage Extension, **Computer and Telecommunication Equipment** means:

- 1. Your programmable electronic equipment that is used to store, retrieve and process data. It includes their component parts and air conditioning, fire suppression equipment and electrical equipment used exclusively in your computer operations;
- 2. Associated peripheral equipment that provides communication including input and output functions such as printing or auxiliary functions such as data transmission; and
- 3. Telecommunications equipment including telephones, cell phones, telephone

switchgear (including PBX systems), facsimile transmission equipment, video conferencing equipment, and other related telephone equipment and component parts whose function is the transmission of communications (including computers dedicated to voice mail); and

4. Base Radios.

"Computer equipment" does not include "electronic data" and "media".

E. "Computer system" means

- 1. Any computer, including any transportable or handheld devices, electronic storage devices and related peripheral components;
- 2. Any systems and applications software; and
- 3. Any related telecommunications networks connected to or used in connection with such computer or devices

Which, with regard to Paragraphs III.E.1., III.E.2., and III.E.3. above:

a. Collects, transmits, processes, stores or retrieves "electronic data", and

b. Is:

- (1) Owned, leased or operated by you;
- (2) Owned and operated by an "employee" who has agreed in writing to your personal device use policy; or
- (3) Operated by an authorized third party while performing services for you, but only with respect to your "electronic data".

F. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has occurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

G. "Electronic Data" means information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software (including systems and application software) on data storage devices, including hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other "media" which are used with electronically controlled equipment.

H. "Emergency services operations" means actions:

1. Which are urgent responses for protection of human life, health, and property or safety; and
2. Which result from or arise from the performing or attempting to perform firefighting, rescue, emergency hazardous materials response, emergency medical services, and/or the stabilizing or securing of an emergency scene, including run off from the cleaning of equipment as a result of such operations; and
3. Which are sanctioned by your "authorized representative".

I. "Employee" means:

1. Any natural person:
  - a. While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee";
  - b. Whom you compensate directly by salary, wages or commission or who is a "volunteer" or "member"; and
  - c. Whom you have the right to direct and control while performing services for you;
2. Any natural person who is furnished temporarily to you:
  - a. To substitute for a permanent "employee", as defined in Paragraph I.1., who is on leave; or
  - b. To meet seasonal or short-term workload conditions;while that person is subject to your direction and control and performing services for you;
3. Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform

duties related to the conduct of your business, but does not mean a temporary "employee" as defined in Paragraph I.2.;

4. Any natural person who is a former official, "employee" or trustee retained by you as a consultant while performing services for you; or
5. Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises".

"Employee" does not mean any agent, independent contractor, broker, factor, commission merchant, consignee or representative of the same general character not specified above.

J. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

K. "Loss", as respects the coverage provided for in the Coverage Extension, **Accounts Receivable** only, means accidental loss or damage.

L. "Media" means unit on which the "electronic data" is stored or recorded.

M. "Member(s)" means:

1. Your officers, directors, commissioners, board members, trustees, and "employees", properly and lawfully listed on your official roster of such "members"; and
2. Only while acting at the direction of and within the scope of their duties for you.

N. "Messenger" means you or any "employee", "member", or "volunteer" while having care and custody of property outside the "premises".

O. "Money" means:

1. Currency, coins, and bank notes in current use and having face value; or
2. Travelers' checks, register checks, and money orders held for sale to the public.

P. "Occurrence" means:

1. In regards to coverage provided by the **Employee Theft** provision:
  - a. An individual act;

- b. The combined total of all separate acts whether or not related; or
  - c. A series of acts whether or not related;
 

committed by an "employee", "member", or "volunteer" acting alone or in collusion with other persons.
2. In regards to the coverage provided by the **Forgery or Alteration**, and the **Money and Securities**, provisions:
- a. An individual act;
  - b. The combined total of all separate acts whether or not related; or
  - c. A series of acts whether or not related;
 

committed by a person acting alone or in collusion with other persons, involving one or more instruments.
- Q.** "Operations" means your business activities occurring at the described premises shown in the Commercial Property Declarations; and the ability to occupy of the described premises.
- R.** "Other property" means any tangible property other than "money" or "securities" that has intrinsic value but does not include any property excluded under this policy.
- S.** "Period of restoration" means the period of time that:
- 1. Begins:
    - a. 48 hours after the necessary "suspension" of your "operations"; or
    - b. Immediately after the necessary "suspension" of your "operations" for Extra Expense coverage
 

caused by or resulting from any Covered Cause of Loss at the described premises; and
  - 2. Ends on the earlier of:
    - a. The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
    - b. The date when your "operations" are resumed at the described premises or at a new permanent location.
3. "Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:
- a. Regulates the construction, use or repair, or requires the tearing down of any property; or
  - b. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".
- The expiration date of this policy will not cut short the "period of restoration".
- T.** "Personal effects" means privately owned items normally worn or carried on the person.
- U.** "Personal property of others" means personal property that you do not own. It does not include:
- 1. Personal property that belongs to you, your "member(s)", "volunteer(s)", "employee(s)" or partners; or
  - 2. Business personal property leased from others.
- V.** "Portable equipment" means:
- 1. Fire Department equipment that is typically off premise or in transit including the following:
    - a. Fire Department Personal Protective Equipment;
    - b. Firefighting, ambulance, medical and rescue equipment; or
    - c. Communications equipment including pagers; and
  - 2. Not permanently attached to a building or vehicles; and
  - 3. Is owned or leased by you.
- W.** "Premises", as respects only the coverage provided for in the Coverage Extensions, **Accounts Receivable** and **Money and Securities**, means that interior portion of the building at the address shown in the Commercial Property Declarations that you occupy for your business.
- X.** "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or "other property" and includes:

1. Tokens, tickets, revenue, and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
  2. Evidences of debt issued in connection with credit or charge cards, which are not issued by you;
  3. But does not include "money".
- Y.** "Suspension" means the slowdown or cessation of your business activities.
- Z.** "Theft" means the unlawful taking of property to the deprivation of the insured.
- AA.** "Valuable papers and records" means inscribed, printed, or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps or mortgages.

But "valuable papers and records" does not mean "money" or "securities", converted data, programs or instructions used in your data processing operations, including the materials on which the data is recorded.

**AB.** "Volunteer(s)" means:

Firefighter(s), Paramedic(s) or Emergency Medical Technician(s) (EMTs) that are:

1. Properly and lawfully listed on your official roster of such "volunteers"; and
2. Only while acting at the direction of and within the scope of their duties for you.

# FIRE/EMS PlatinumPAK™ EQUIPMENT COVERAGE

## SCHEDULE OF COVERAGES

### Coverages (check if applicable)

**Portable Equipment**

Portable Equipment Rating Basis	\$900,000
Deductible Per Occurrence	\$500
Portable Equipment Valuation:	
Guaranteed Replacement Cost	
Subject to Catastrophe Limit Per Occurrence	Catastrophe Limit
	\$ Does Not Apply

**Mobile Equipment**

Deductible Per Occurrence	_____
---------------------------	-------

Schedule of Covered Mobile Equipment

Limit

ACV / RCV

<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

**Personal Effects and Personal Property of Others**

Deductible Per Occurrence	\$ None
Personal Effects and Personal Property of Others Limit Per Occurrence	\$100,000

**Miscellaneous Scheduled Property**

Deductible Per Occurrence	_____
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Schedule of Covered Miscellaneous Property

Limit

ACV / RCV

<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

**Commandeered Property**

Deductible Per Occurrence	\$ None
Limit Per Occurrence (other than unmanned aircraft, unmanned aerial vehicle(s) (UAV), drones or droids)	\$1,000,000
Limit Per Occurrence (unmanned aircraft, unmanned aerial vehicle(s) (UAV), drones or droids)	\$5,000

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**Coverage Extensions**

Limit Per Occurrence

**Debris Removal**

\$25,000

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**Supplemental Coverages**

Limit Per Occurrence

**Newly Acquired Mobile Equipment**

\$100,000

**Rental Reimbursement**

Portable Equipment

\$15,000

Mobile Equipment

\$15,000

**Pollutant Clean up and Removal**

\$10,000



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NEBRASKA UNINSURED MOTORISTS COVERAGE AND  
UNDERINSURED MOTORISTS COVERAGE SELECTION**

I understand and acknowledge that Uninsured (UM) and Underinsured (UIM) Motorists coverages have been offered to me up to the limit(s) of my BI Liability. I have selected the limit(s) indicated in the application.

I understand these coverage selections will apply to all future renewals, continuations and changes in my policy unless I notify you otherwise in writing.

\_\_\_\_\_ (Initials)

**Policy No.: FDK 3300502 20**

Previous Policy No.: -

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<b>Named Insured Name and Address</b>	<b>Agency Name and Address</b>	41492
Waverly Suburban Fire District & City of Waverly Fire-Rescue 10530 N 141st St Waverly, NE 68462	(402)367-3674 Jones Group FDK PO BOX 229 DAVID CITY, NE 68632	

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October 24, 2023

Waverly Suburban Fire District & City of Waverly Fire-Rescue

Dear Stephanie, Robin and the Waverly City Council & Fire/Rescue Board,

Thank you for the opportunity to provide quotes for Waverly Fire-Rescue. Following is some information regarding the various coverages provided by the FirePak program. Also provided with this letter is a side-by-side comparison with your current coverage. We were able to obtain some information from the policy copy you provided but if it wasn't clear what the current coverage is, it will be noted as such.

For **Property** coverage, the current building limit is \$666,225. This equates to about \$104 per square foot for replacement cost. We believe this to be low given the current material and labor costs. Our quote for the building is \$2,500,000 for replacement cost. The current carrier must have realized their current limit is too low, the renewal spreadsheet indicates the new limit at renewal will be \$2,575,000. The current BPP (contents) limit is \$40,000. After discussion when we met, we are using \$50,000. The current property deductible is \$500 for all perils other than wind/hail, \$1,000 for wind/hail. Our quote is \$1,000 for all perils other than wind/hail, which has a \$5,000 deductible. Our property coverage also includes the property platinum enhancement. This enhancement includes \$50,000 for employee dishonesty coverage, \$25,000 for forgery/alteration, \$10,000 for computer funds transfer fraud along with many other perks, the list will be included with this letter. The enhancement also includes a homeowners deductible reimbursement for members of up to \$1,000 for losses sustained while on duty. For example, if a member is on a call or a training and hail damages the roof of their home, the policy pays up to \$1,000 of the member's homeowner's policy deductible.

**General Liability** limits are \$1,000,000 per occurrence, \$2,000,000 aggregate. This is for claims related to the premises (slip, trip, falls), firefighter liability and EMS liability. Included within the general liability section of the policy is **Management Liability**. Management Liability is a combination of directors and officers coverage and errors and omissions coverage. This coverage has its own set of \$1,000,000 per occurrence /\$2,000,000 aggregate limits separate from the general liability limits. E&O coverage can best be described as did you do something you shouldn't have done or did you not do something you have done. The directors and officers piece of the coverage for board members and officers applies should they be named in a claim because of their position. An example of a management liability claim would be if a citizen claims mismanagement of funds and names the board and the chief. Also included in the general liability section is **Cyber** coverage. We quoted this with a \$50,000 limit but can increase or decrease based on your exposure. The coverage is optional and can be removed.

**Employment Practices Liability** is included in the quote with \$1,000,000 per occurrence/\$2,000,000 aggregate limits. This coverage is for claims that arise out of alleged discrimination, harassment, wrongful termination, etc. It does not appear that the current policy has this coverage.

**Auto** coverage has \$1,000,000 for a liability limit, \$1,000,000 for UM/UIM, \$10,000 for med pay and \$2,500 for towing. The comp and collision deductible is \$1,000 or \$2,500 depending upon the value of the vehicle. Your current policy has \$0 for med pay and this is concerning. Med Pay is coverage for bodily injury sustained in, on or about the vehicle by non-members. During parades, open houses, fire prevention week, there are all sorts of people (mostly children) climbing around on the apparatus. If one of those people falls and breaks their arm (for example), Med Pay is there to pick up

that cost without regard to liability. FirePak has an auto valuation called designated value which is used for fire/rescue apparatus. It is similar to agreed value in that no reduction in value is taken for depreciation. The limit listed for the vehicle is the maximum that is paid in the event of a total loss. Designated value can be a little confusing, we would be happy to discuss it further in person. Similar to the property enhancement, the auto enhancement also includes an auto deductible reimbursement for members if their vehicle is damaged while on duty. For example, if a member is at a meeting and hail hits their vehicle, this policy will reimburse the member their deductible. If the member does not carry comp or collision, this policy will take a primary position and provide that coverage. The auto enhancement has other features as well that are included with this letter.

**Inland Marine** includes coverage for portable equipment, anything that leaves the station; SCBA, PPE, ladders, hose, cutters, spreaders, backboards, TIC, Lucas, etc. We quoted a limit of \$900,000 with a \$500 deductible. We can increase or decrease that limit as needed. The valuation is guaranteed replacement cost (GRC). Similar to replacement cost, there is no depreciation applied but even better, the limit can be exceeded in the event of a total loss. For example, we have \$900,000 for the limit but a tornado comes through and wipes out everything and it takes \$950,000 to replace what you had, the policy will pay the \$950,000. It's nice too because we have flexibility with the limit, you don't need to tell us every time you buy a new fitting or section of hose. Also included with the inland marine is coverage for member's personal property up to \$100,000 with \$0 deductible. This is coverage for things like glasses, cell phones, hearing aids, etc that may be lost or damaged while on duty. Commandeered coverage is included here as well with \$0 deductible and up to \$1,000,000 in coverage, actual loss sustained. The actual loss sustained (ALS) valuation provides coverage not only for the equipment damaged, but can be used for rental as well.

**Excess Liability** is included with limits of \$4,000,000 per occurrence, \$8,000,000 aggregate. Excess liability sits over the general liability, management liability and auto liability.

We've attached more features of the policy to this letter but want to point out a couple that we believe to be very beneficial. Online training is available at no cost through Vector Solutions for FirePak clients. Classes can be taken individually or in a group setting. Classes that are listed as CAPCE certified can be used towards the classroom continuing education required for EMS licensing. And the best feature of the policy that we hope you never have to use, is the Line of Duty Death reimbursement. This is a reimbursement provided to the department following the line of duty death of a member. The department can cut a check to the surviving family for up to \$10,000 and then file a claim for reimbursement. The coverage includes heart attack and stroke as line of duty within 48 hours of an event. We also work closely with the Nebraska Line of Duty Death Team should this type of situation occur.

**Workers Compensation** is currently with Travelers through the assigned risk program. There aren't any work comp carriers in the state that write fire/EMS only risks. We are happy to take over as the agent of record for this policy.

A quote for **Group Life** has been provided. There are various limits available for group life and AD&D (accidental death and dismemberment). We know this policy just renewed in August with Provident. We are happy to provide the paperwork to cancel that policy mid-term.

We appreciate your time and consideration. Please feel free to contact us anytime with questions, thank you!

Sincerely,

*Brad Sloup*

*Mandy Craig*

*Brad Carlson*

Brad Sloup

Mandy Craig

Brad Carlson

Public Entity Program Advisor

Public Entity Program Manager

Agent, Jones Group Ashland



TOKIO MARINE  
HCC



**CYBER LIABILITY**  
**REINSURANCE SOLUTIONS**

FirstFire Insurance  
November 01, 2023

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## Cyber Liability Quote Proposal for FirstFire Insurance

### Program Coverage & Limits

#### Limits of Liability per Member:

##### Third Party Insuring Agreements

Multimedia Liability	\$1,000,000
Security and Privacy Liability	\$1,000,000
Privacy Regulatory Defense and Penalties	\$1,000,000
PCI DSS Liability	\$1,000,000
TCPA Defense	\$1,000,000

##### First Party Insuring Agreements

Breach Event Costs	\$100,000
BrandGuard®	\$100,000
System Failure	\$100,000
Cyber Extortion	\$100,000
Cyber Crime	\$25,000
Reward Expenses	\$100,000
Court Attendance Costs	\$100,000

**Maximum Aggregate Limit of Liability Per Member: \$1,000,000**

**Per Claim Retention: \$10,000**

**Premium: \$1,250**

Effective Date: November 1, 2023

Policy Period: Annual

Retro Date: 11/1/2018



**Invoice**

DATE: 10/17/2023  
UNDERWRITER: HOU  
ENTERED BY: EMB

**PRODUCER**

Waverly, City of & the Waverly RFD  
PO Box 427  
Waverly, NE 68462

**INSURED**

Waverly City of & the Waverly RFD  
PO Box 427  
Waverly, NE 68462

Policy Number	Policy Effective	Policy Expiration	Customer Number	Invoice Date	Invoice No.
U23FFS120009-00	11/01/2023	11/01/2024	151	11/01/2023	010486

Company	Classification	Transaction	Description	Premium	Credit
Intact Specialty Solution	Commercal Package	Renewal	EMB151Q231016-002 - 99	\$25,753.00	

**PAYMENT IS DUE BY 11/1/2023** Please Pay This Amount **\$25,753.00**

**Comments/Notices**

Thank you for your business!

**Remit Payment To**

Ball Insurance Services  
PO Box 399  
Eagle, NE 68347

Voice: (402)858-6611  
Fax: (888)900-1167

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015 and reauthorized in 2019, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term “ act of terrorism” means any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM, MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. **HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, INCLUDING BUT NOT LIMITED TO, AN EXCLUSION FOR NUCLEAR EVENTS. PLEASE READ IT CAREFULLY.** UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEEDS \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**Acceptance or Rejection of Terrorism Insurance Coverage**

_____	I hereby <b>elect to purchase</b> coverage for a prospective premium of <b>\$ 158</b>
_____	I hereby <b>decline to purchase</b> terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses arising from certified acts of terrorism. (Please check the box to the left and initial if this is your election)

\_\_\_\_\_  
**Policyholder/Applicant’s Signature**

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

\_\_\_\_\_  
**Date**

**U.S. Specialty Insurance Company**

Insurance Company  
**U23FFS120009-00**  
**11/01/2023 - 11/01/2024**

Policy Number  
**CITY OF WAVERLY & WAVERLY RURAL FIRE DISTRICT**

\_\_\_\_\_  
**Insured Name**

**U. S. SPECIALTY INSURANCE COMPANY  
PUBLIC RISK GROUP**

**NEBRASKA SELECTION OF HIGHER UNINSURED/  
UNDERINSURED MOTORISTS COVERAGE LIMITS**

<b>Applicant/Named Insured:</b> CITY OF WAVERLY & WAVERLY RURAL FIRE DISTRICT	<b>Producer:</b> Ball Insurance Services
<b>Policy Effective Date:</b> 11/01/2023	<b>Policy Number:</b> U23FFS120009-00

Nebraska law permits you to make certain decisions regarding Uninsured/Underinsured Motorists Coverage. This document describes these coverages and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured/ Underinsured Motorists Coverage and your options with respect to these coverages.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

Uninsured/Underinsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or an under insured motor vehicle because of bodily injury caused by an automobile accident. Also included are damages due to bodily injury that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Your policy must include Uninsured/Underinsured Motorists Coverage at a limit equal to a single limit of \$50,000 for each accident, UNLESS you select an optional higher limit.

If you would like to select a higher limit for Uninsured/Underinsured Motorists Coverage, please indicate your choice as follows:

**Selection Of Higher Uninsured/Underinsured Motorists Coverage Limit**

We make available the following limits for Uninsured/Underinsured Motorists Coverage that are higher than the limit described above. Please indicate your choice by initialing next to the appropriate item and by signing below.

<b>(Initials)</b>	<b>1. I select Uninsured/Underinsured Motorists Coverage at the following limit.</b>	
<b>(Choose one:)</b>		
(Initials)	Combined Single Limit	
_____	\$	<b>100,000</b>
_____		<b>250,000</b>
_____		<b>350,000</b>
_____		<b>500,000</b>
_____		<b>1,000,000</b>
_____		_____
<b>Signature of Applicant/Named Insured</b>		<b>Date</b>

## Stephanie Fisher

---

**From:** Erin Ball <erin@ballinsurance.biz>  
**Sent:** Tuesday, October 17, 2023 2:34 PM  
**To:** Stephanie Fisher  
**Subject:** RE: U23FFS120009-00 City of Waverly and Waverly RFD  
**Attachments:** Package October-17-2023 142937.pdf;  
Terrorism\_Form\_-\_City\_of\_Waverly\_and\_The\_Waverly\_RFD\_NE\_2023(1).pdf;  
IPE\_Loss\_Runs\_-\_Waverly\_city\_\_Waverly\_Rural\_NE\_10.14.23(1).pdf; UM-UIM Form - City of Waverly and The Waverly RFD, NE 2023.pdf;  
Auto\_ID\_Cards\_-\_City\_of\_Waverly\_and\_The\_Waverly\_RFD\_NE\_2023(1).pdf;  
Cyber\_First\_Fire\_-\_Quote\_Proposal\_Waverly\_city\_\_RFD\_NE(1).pdf

**Importance:** High

Stephanie,

I have a correction on premiums, previous email showed they premium that added the cyber coverage twice

Here are the renewal numbers for City of Waverly and Waverly RFD.

Property \$4,057

GL \$1,422

Auto \$17,175

Prof lines \$100

IM \$1,469

Crime \$122

Terror \$158

Cyber \$1,250 - This is new minimum premium for cyber. Coverage is much broader and the 1<sup>st</sup> party limits are \$100,000 vs \$50,000 on expiring. QT summary for cyber attached.

Total RN Prem \$25,753

Policy # **U23FFS120009-00**

Please find attached; Invoice, auto ID cards, TRIA Form and UM-UIM form. Terrorism must be either purchased on all or rejected on all applicable lines of business.

They are still having issues having the data fields fill in correctly on the policy forms. I will forward complete policy asap.

**Thank you for your business,  
Erin Ball, Agent/Owner**

[erin@ballinsurance.biz](mailto:erin@ballinsurance.biz)

Ball Insurance Services

Phone 402-858-6611

Cell (402) 540-4948

Fax (888) 900-1167

PO Box 399

Eagle, NE 68347

[www.ballinsurance.biz](http://www.ballinsurance.biz)

<b>Intact</b>	Limits	Valuation	Deductible
<b>Property</b>			
Building	\$2,575,000	RC	\$500/\$1000 wind/hail
BPP (contents)	\$50,000	RC	\$500/\$1000 wind/hail
*note current policy building limit is \$666,225			
<b>General Liability</b>			
Occurrence	\$5,000,000		
Damage to Premises	\$1,000,000		
Medical Expense	\$10,000		
Personal/Advertising Inj	\$5,000,000		
Aggregate	\$10,000,000		
Products-Completed Ops	\$5,000,000		
Errors and Omissions	\$5,000,000 per occ/\$10,000,000 agg		Unknown
Cyber	\$1,000,000		\$10,000
Employment Practices Liab	Appears to be deleted		Unknown

<b>CWG</b>	Limits	Valuation	Deductible
<b>Property</b>			
Building	\$2,500,000	RC	\$1000/\$5000 wind/hail
BPP (contents)	\$50,000	RC	\$1000/\$5000 wind/hail
<b>General Liability</b>			
Occurrence	\$1,000,000		
Damage to Premises	\$500,000		
Medical Expense	\$10,000		
Personal/Advertising Inj	\$1,000,000		
Aggregate	\$2,000,000		
Products-Completed Ops	\$2,000,000		
Errors and Omissions (Management Liability)	\$1,000,000 per occ/\$2,000,000 agg		\$1,000
Cyber	\$50,000		\$1,000
Employment Practices Liab	\$1,000,000 per occ/\$2,000,000 agg		\$2,500



<b>Intact</b>	Limits	Valuation	Deductible	<b>CWG</b>	Limits	Valuation	Deductible
<b>Inland Marine</b>				<b>Inland Marine</b>			
Portable Equipment	\$523,600	GRC	\$500	Portable Equipment	\$900,000	GRC	\$500
Leased/Rented Equipment	\$1,000,000	Unknown	\$500	Commandeered Property	\$1,000,000	ALS	\$0
				Personal Property of Others including Volunteers	\$100,000	RC	\$0
<b>Excess Liability</b>				<b>Excess Liability</b>			
Occurrence	None			Occurrence	\$4,000,000		
Personal/Advertising Inj	None			Personal/Advertising Inj	\$4,000,000		
Aggregate	None			Aggregate	\$8,000,000		
Products/Completed Ops	None			Products/Completed Ops	\$8,000,000		
				Excess limits apply to General Liability, Auto Liability and Management Liability			

### Jones Group

Property	\$4,474
General Liability	\$1,481
Auto	\$9,905
Inland Marine	\$2,190
Excess Liability	\$1,294
Employment Liability	\$1,139
<b>Total</b>	<b>\$20,483</b>

### Ball Insurance

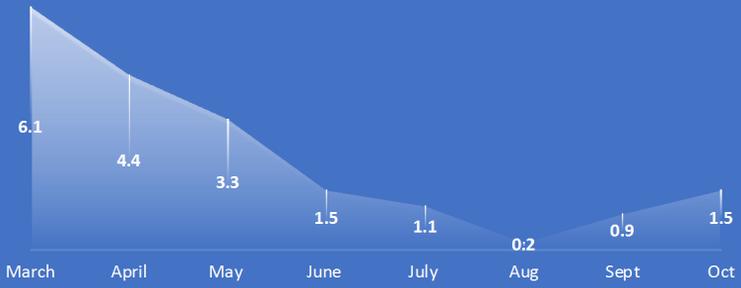
Property	\$4,057
General Liability	\$1,422
Auto	\$17,175
Inland Marine	\$1,469
Professional Lines	\$100
Crimes	\$122
Terrorism	\$158
Cyber	\$1,250
<b>Total</b>	<b>\$25,753</b>



Waverly Water Update October  
2023

2023 Water Pumping and Static levels											
Pumping Levels distance from shutoff points											(Oct latest reading)
Well	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	
4	0.5	NR	6.1	4.4	3.3	1.5	1.1	0.2	0.9	1.5	
5	4.5	4	3	2.6	0.3	0.1	1.5	1.1	0.7	1.3	
6	4	3	2	1.3	0.6	0.5	0.4	0.5	0.6	1.3	
8	11	11	11	10.4	8.8	6	7.3	6.3	7	7.3	
9	4.8	5	5	4.8	2	2.2	3.2	2.7	3	3.8	
10	23.2	23	23.6	24.1	21.3	19.7	20.3	20.1	20.4	21.4	
11	4.9	4.5	4.2	4.2	4.1	4.1	4.1	4.1	4.1	4.2	Total Precip.
Precip. Inches	1.32	1.29	0.63	0.59	0.51	4.53	5.61	3.76	0.6	0.85	18.84
Static Levels- Water distance from ground level											(Oct latest reading)
Well	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	
4	20	19	19	20.5	22.1	23.7	24.3	24.8	24	23.5	
5	18.4	18.5	18.5	19.6	21	21.3	19.9	20.2	21.7	20.4	
6	77.2	77.3	77.5	77.9	79.1	80.5	80	80.3	80.4	79.6	
8	71.1	71	71.2	71.5	73.2	74.7	73.7	74.8	73.9	73.6	
9	102.1	102	102.7	103.4	105.8	106	105.8	106.4	105.7	104.8	
10	82.9	83	83.2	84.7	86.3	87.4	86.3	86.7	86.4	85.2	
11	95.6	95.7	95.8	96.3	98.5	99	98.2	99.1	98.6	98	Total Precip.
Precip. Inches	1.32	1.29	0.63	0.59	0.51	4.53	5.61	3.76	0.6	0.85	18.84

**WELL # 4 PUMPING LEVEL TO STUTOFF**



**WELL # 5 PUMPING LEVEL TO SHUTOFF**



**WELL # 6 PUMPING LEVEL TO SHUTOFF**



**WELL # 8 PUMPING LEVEL TO SHUTOFF**



**WELL # 9 PUMPING LEVEL TO SHUTOFF**



**WELL #10 PUMPING LEVEL TO SHUTOFF**



**WELL # 11 PUMPING LEVEL TO SHUTOFF**



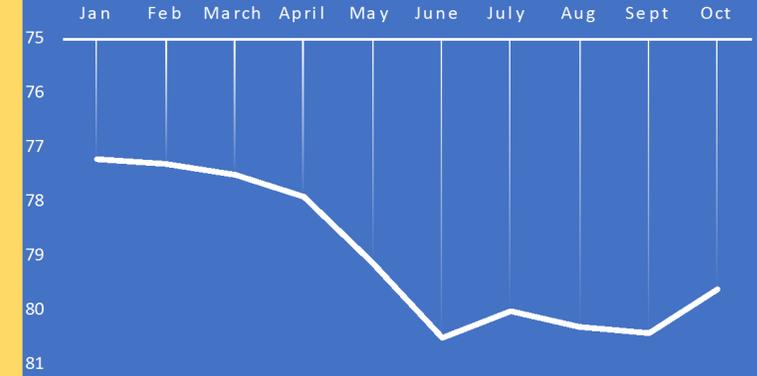
### WELL #4 STATIC LEVELS 2023



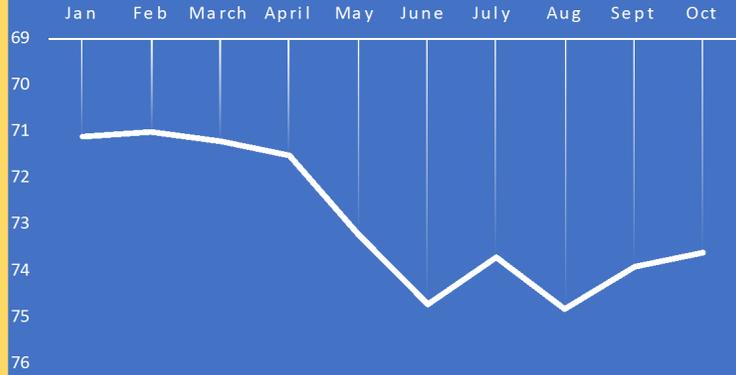
### WELL #5 STATIC LEVELS 2023



### WELL #6 STATIC LEVELS 2023



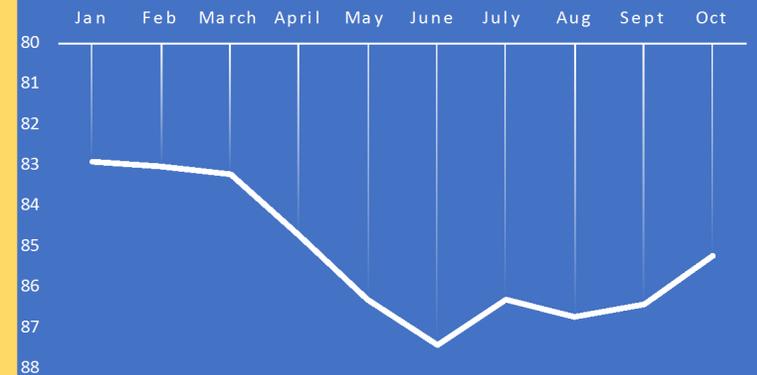
### WELL #8 STATIC LEVELS 2023



### WELL #9 STATIC LEVELS 2023



### WELL #10 STATIC LEVELS 2023



### WELL #11 STATIC LEVELS 2023



### Precipitation 2023



