

Tentative Agenda for the WAVERLY CITY COUNCIL MEETING to be held on January 9, 2024 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 December 26, 2023 City Council Meeting
6. **Consideration of Claims and Financial Reports**
 - 6.a) Claims for payment
 - 6.b) Treasurer's Report and Budget & Expense Report
7. **Empire Addition**
 - 7.a) Consideration of the third and final reading of Ordinance 23-18 to Rezone a Parcel of Land located on N 148th Street, North of Corporate Limits, from Agricultural District (AG) to General Industrial District (GI).
 - 7.b) Consideration of approval of Resolution 23-31 a resolution approving Empire Addition Final Plat, a property located on N 148th Street, North of Corporate Limits
8. **Introduction of Resolutions**
 - 8.a) *Consideration of Resolution 24-01 authorizing the sale of municipal property
9. **Introduction of Ordinances**
 - 9.a) Consideration of the third and final reading of Ordinance 23-17, an ordinance of the City of Waverly, Nebraska, amending Chapter 51 of the Waverly Municipal Code relating to the Declaration of a Water Watch, Warning, or Emergency; Establishment of Procedures; and Water Conservation Measures.
10. **Introduction of Business and Communications**
 - 10.a) *Consideration of Interlocal Agreement with Waverly School District 145 for the use of Lawson Park Field #1.
 - 10.b) Updates on following items: Water Emergency, Fire Station, Aquatic Center.
 - 10.c) Consideration of agreements with One Billing Solutions (OBS) to provide Emergency Medical and Fire Billing Services for the Waverly Emergency Services,

authorizing the mayor to sign all necessary documents and to give notice of termination to Quick Med Claims.

11. Committee Reports

11.a) Human Services (Park & Recreation): Council Member Jespersen

11.b) Public Works (Utilities & Street): Council Member Nielson

11.c) Public Health (Fire & Safety): Council Member Pascoe

11.d) Fiscal and Economic Development: Council Member Hummel

11.e) City Administrator Fisher

12. 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.

Lancaster County Sheriff's Office - Waverly - December 2023

LOCATION	CASE	INC	INC_ABBR	DATE	TREC	DEPNAME
US HIGHWAY 6 & AMBERLY RD	C3009049	94555	TRAFFIC SUSP DRIVER	12/1/2023	12	22205 CASTANEDA
11980 N 143RD ST	C3009050	56000	MEDICAL EMERG OTHER	12/1/2023	332	22205 CASTANEDA
14621 HEYWOOD ST	C3009056	12000	DISTURBANCE OTHER	12/1/2023	1014	22172 BUCHHEISTER
10161 N 150TH ST	C3009083	24000	MISC OTHER	12/2/2023	212	22201 KINGSWOOD
9910 N 151ST ST	C3009158	82000	TRAFFIC PARK OTHER	12/4/2023	1623	22178 BROWNELL
11711 N 144TH ST	C3009161	24000	MISC OTHER	12/4/2023	1805	2294 GASTON
10630 N 136TH ST	C3009168	13000	DISTURBANCE DOMESTIC	12/4/2023	2122	22178 BROWNELL
14621 HEYWOOD ST	C3009179	9500	CHILD AB/NEG PHYS	12/5/2023	802	22172 BUCHHEISTER
14621 HEYWOOD ST	C3009184	48000	SPEC SVC CRIME PREV	12/5/2023	1306	22172 BUCHHEISTER
14621 HEYWOOD ST	C3009185	56466	MENTAL INVEST	12/5/2023	1452	22172 BUCHHEISTER
10111 N 146TH ST	C3009210	24000	MISC OTHER	12/6/2023	1716	22197 MCMANUS
13801 AMBERLY RD	C3009234	38500	EXUAL ASSLT 2ND/RD DEGRE	12/7/2023	1512	22172 BUCHHEISTER
13851 GUILDFORD ST	C3009223	56000	MEDICAL EMERG OTHER	12/7/2023	907	22187 LATHROP
DEER PARK RD & US HIGHWAY 6	C3009240	94000	TRAFFIC OTHER	12/7/2023	1830	22197 MCMANUS
11041 N 137TH ST	C3009244	11200	DEATH NATURAL	12/7/2023	2355	22205 CASTANEDA
14214 KENILWORTH ST	C3009245	31222	OPS OTHER	12/8/2023	304	22205 CASTANEDA
13801 AMBERLY RD	C3009251	56466	MENTAL INVESTIGATION	12/8/2023	924	22172 BUCHHEISTER
13401 AMBERLY RD	C3009264	94000	TRAFFIC OTHER	12/8/2023	1610	22172 BUCHHEISTER
14020 LANCASHIRE ST	C3009299	56000	MEDICAL EMERGENCY OTH EF	12/10/2023	1342	22217 CALDWELL
N 152ND ST & FOLKESTONE ST	C3009280	44122	ANIMAL DOG AT LARGE	12/9/2023	1309	22148 SCHILMOELLER
14341 HIGHWAY 6	C3009291	14100	TRAFFIC DUI	12/9/2023	2229	22197 MCMANUS
14020 LANCASHIRE ST	C3009299	56000	MEDICAL EMERGENCY OTH EF	12/10/2023	1342	22217 CALDWELL
N 152ND ST & FOLKESTONE ST	C3009280	44122	ANIMAL DOG AT LARGE	12/9/2023	1309	22148 SCHILMOELLER
14341 HIGHWAY 6	C3009291	14100	TRAFFIC DUI	12/9/2023	2229	22197 MCMANUS
9911 DEER PARK RD	C3009339	35333	SUSPICIOUS VEHICLE	12/12/2023	417	22208 SCHENDT
N 148TH ST & INTERSTATE 80 S OF	C3009342	3111	ACC PROP DMG	12/12/2023	805	22217 CALDWELL
10221 N 143RD ST	C3009356	56000	MEDICAL EMERG OTHER	12/12/2023	1635	22178 BROWNELL
14911 CASTLEWOOD ST	C3009359	42000	CRIM MISCHIEF	12/12/2023	1856	22178 BROWNELL
13341 AMBERLY RD	C3009322	12000	DISTURBANCE OTHER	12/11/2023	1423	22178 BROWNELL
14341 HIGHWAY 6	C3009364	4444	ALARM FALSE	12/13/2023	456	22216 ANSHASI
13240 CALLUM DR	C3009365	24000	MISC OTHER	12/13/2023	822	22148 SCHILMOELLER
9811 N 135TH ST	C3009374	31100	OPS ALL OUTSIDE JURI	12/13/2023	1326	22150 MEYER
13401 AMBERLY RD	C3009065	61111	TELE THREAT CALLS	12/1/2023	1501	22172 BUCHHEISTER
11661 N 141ST ST	C3009196	35333	SUSP PERSON	12/5/2023	2007	22178 BROWNELL
N 148TH ST & INTERSTATE 80	C3009206	24000	MISC OTHER	12/6/2023	1440	22147 STURDY
13351 DOVERS ST	C3009389	4222	ALARM COMMERCIAL	12/14/2023	613	22201 KINGSWOOD
13401 AMBERLY RD	C3009399	56000	MEDICAL EMERG OTHER	12/14/2023	1245	22172 BUCHHEISTER
N 141ST ST & JAMESTOWN ST	C3009409	94000	TRAFFIC OTHER	12/14/2023	1609	22197 MCMANUS
14131 GUILDFORD ST	C3009421	31100	OPS ALL OUTSIDE JURI	12/14/2023	2206	22197 MCMANUS
US HIGHWAY 6 & N 130TH ST	C3009422	70111	WARRANT	12/15/2023	244	22205 CASTANEDA
US HIGHWAY 6 & N 144TH ST	C3009424	94555	TRAFFIC SUSP DRIVER	12/15/2023	513	22205 CASTANEDA
11911 N 142ND ST	C3009473	56466	MENTAL INVEST	12/17/2023	231	22205 CASTANEDA
9531 N 130TH ST	C3009478	4444	ALARM FALSE	12/17/2023	333	22205 CASTANEDA
10330 N 140TH ST	C3009482	61000	TELEPHONE OTHER	12/17/2023	1044	22137 BRADY
9531 N 130TH ST	C3009486	23400	THEFT FROM BUILDING	12/17/2023	1556	22155 BUTTERS
13901 GUILDFORD ST	C3009508	35222	SUSPICIOUS PERSON	12/18/2023	1618	22178 BROWNELL
11918 N 142ND ST	C3009551	9000	CHILD AB/NEG OTHER	12/19/2023	1827	22178 BROWNELL
US HIGHWAY 6 & CANONGATE RD	C3009555	44000	ANIMAL OTHER	12/19/2023	2254	22178 BROWNELL
N 130TH ST & US HIGHWAY 6	C3009559	94555	TRAFFIC SUSP DRIVER	12/20/2023	812	22176 SARNES
AMBERLY RD & N 134TH ST	C3009560	40112	TRAFFIC MOTORIST AST	12/20/2023	836	22122 WICHT
10211 DEER PARK RD	C3009569	24000	MISC OTHER	12/20/2023	1451	22122 WICHT
10651 N 143RD ST	C3009583	82000	TRAFFIC PARK OTHER	12/20/2023	2306	22178 BROWNELL
14131 GUILDFORD ST	C3009596	82000	TRAFFIC PARK OTHER	12/21/2023	820	22122 WICHT
N 140TH ST & KENILWORTH ST	C3009597	82000	TRAFFIC PARK OTHER	12/21/2023	832	22122 WICHT

N 140TH ST & WOODSTOCK ST	C3009599	82000	TRAFFIC PARK OTHER	12/21/2023	840	22122 WICHT
WAVERLY RD & N 134TH ST	C3009602	56000	MEDICAL EMERG OTHER	12/21/2023	935	22122 WICHT
13401 AMBERLY RD	C3009624	94000	TRAFFIC OTHER	12/22/2023	1035	22172 BUCHHEISTER
10850 N 141ST ST	C3009649	0		12/22/2023	2336	22216 ANSHASI
10631 N 136TH ST	C3009674	44111	ANIMAL DOG BARKING	12/24/2023	204	22216 ANSHASI
US HIGHWAY 6 & N 148TH ST	C3009681	94000	TRAFFIC OTHER	12/24/2023	1130	22176 SARNES
9531 N 130TH ST	C3009700	4222	ALARM COMMERCIAL	12/25/2023	1448	22178 BROWNELL
13801 AMBERLY RD	C3009702	3211	ACC INJURY	12/25/2023	1550	22178 BROWNELL
N 148TH ST & INTERSTATE 80, 68462	C3009733	28000	TRAFFIC HAZARD	12/26/2023	1438	22123 SCHMUECKER
14911 CASTLEWOOD ST	C3009741	11200	DEATH NATURAL	12/26/2023	2137	22178 BROWNELL
14621 HEYWOOD ST	C3009436	94000	TRAFFIC OTHER	12/15/2023	1516	22172 BUCHHEISTER
11041 N 137TH ST	C3009753	56000	MEDICAL EMERG OTHER	12/27/2023	1010	22142 PIITZ
N 143RD ST & JAMESTOWN ST	C3009768	82000	TRAFFIC PARK OTHER	12/27/2023	1818	22178 BROWNELL
13631 ENERGY WAY	C3009775	4222	ALARM COMMERCIAL	12/27/2023	2119	22178 BROWNELL
14010 JAMESTOWN ST	C3009787	44000	ANIMAL OTHER	12/28/2023	1609	22197 MCMANUS
10421 N 143RD ST	C3009789	56000	MEDICAL EMERG OTHER	12/28/2023	1731	22197 MCMANUS
11200 N 148TH ST	C3009798	27111	NARCOTICS POSSESS	12/29/2023	127	22205 CASTANEDA
13900 GUILDFORD ST	C3009804	35333	SUSPICIOUS VEHICLE	12/29/2023	827	22122 WICHT
13941 HIGHWAY 6	C3009806	94000	TRAFFIC OTHER	12/29/2023	1211	22122 WICHT
14120 HEYWOOD ST	C3009826	35222	SUSPICIOUS PERSON	12/30/2023	436	22215 SAWTELLE
13941 HIGHWAY 6	C3009827	27111	NARCOTICS POSSESS	12/30/2023	456	22205 CASTANEDA
10331 N 140TH ST	C3009831	40222	SPEC SVC CHECK WELF	12/30/2023	1006	22148 SCHILMOELLER
13901 GUILDFORD ST	C3009839	40222	SPEC SVC CHECK WELF	12/30/2023	1544	22197 MCMANUS
13941 HIGHWAY 6	C3009860	40333	SPEC SVC OTHER	12/31/2023	1034	22176 SARNES
10451 N 150TH ST	C3009678	56000	MED EMERG OTHER	12/24/2023	610	22205 CASTANEDA
13941 HIGHWAY 6	C3009772	40222	SPEC SVC CHECK WELF	12/27/2023	2016	22178 BROWNELL

MINUTES OF A WAVERLY CITY COUNCIL MEETING HELD ON DECEMBER 26, 2023

CALL TO ORDER

Mayor Bill Gerdes called the meeting to order at 6:00 p.m. and led those in attendance in reciting the Pledge of Allegiance. Gerdes acknowledged the Open Meetings Act Poster located on the south wall of the Council Chambers. Mayor Bill Gerdes and Council Members Dave Nielson, Aaron Hummel, and David Jespersen were in attendance. Council Member Abbey Pascoe was absent. Other City Officials present were City Administrator Stephanie Fisher, City Attorney Mark Fahleson, and City Clerk Megan Frye. Others present were Mid-Iowa representative Jarid Davis, Fire Chief Jared Rains, and Lancaster County Deputy Sheriff Jason Brownell. 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": Nielson, Hummel, and Jespersen. The following Council Members voted "NAY": None. Motion carried. 3-0.

CONSENT AGENDA

Minutes of the December 12, 2023 City Council Meeting

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

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

PROCLAMATIONS AND PRESENTATIONS

None.

PUBLIC HEARINGS

None.

SHERIFF'S REPORT

Deputy Brownell reported on working on nuisance type violations including parking, some detached trailers, and some roll-offs and described the POP Project approach (Police Oriented Policing), which includes a soft approach instead of singling people out by writing tickets. Brownell discussed his objectives and timeline to keep Waverly beautiful and advised it can be a snowball effect if we let things slide. Brownell reminded everyone to drive sober to keep everyone safe and advised Nebraska Highway Safety has a lot of grant money and there are a lot of deputies and cops out there stopping cars and sniffing cars.

PUBLIC COMMENTS

None.

APPROVAL OF MINUTES

Consent Agenda.

CONSIDERATION OF CLAIMS AND FINANCIAL REPORTS

Claims for Payment

Claims for Payment: December 13th - 26th, 2023
Group A

Vendor	Description	Amount
AAA Rents & Event Services	Santa Express banquet tables	\$ 543.02
ADP Fees	Payroll Fees	\$ 178.87
ADP Payroll	Payroll	\$ 32,658.09
AKRS Equipment	New mower	\$ 13,000.00
Aspen Builders, Inc.	Refund-Permits 230043, 230029, 230013	\$ 2,695.00
Blue Cross Blue Shield NE	Health Insurance	\$ 15,154.42
Brent Cooper	Lottery items reimbursement	\$ 114.50
Carquest Auto Parts	Detail spray, oil & air filters	\$ 114.42
DataVizion, LLC	Steph's computer	\$ 1,194.60
Dearborn National	Life & AD&D Insurance	\$ 107.40
Delta Dental of Nebraska	Dental Insurance	\$ 785.23
EMSOA, INC.	Annual Dispatch Medical Calls	\$ 1,125.00
Frontier	Propane, hose attachments, diesel, ruby fieldmaster	\$ 1,089.99
General Traffic Controls Inc.	M2M Service Plan Renewal	\$ 4,320.00
Grainger	Repair thermostat screen room	\$ 446.21
Hamilton Equipment Co.	Power washer parts	\$ 75.05
Hanna:Keelan Associates, Inc.	Comprehensive Planning Program	\$ 3,500.00
Hawkins, Inc.	Supplies	\$ 6,945.73
Hometown Leasing	FD Copier	\$ 71.48
Hotsy Equipment Co	Pressure washer	\$ 990.00
Huffman Engineering, Inc.	Well #7 project	\$ 5,362.50
JEO Consulting Group, Inc.	Fire Station/City Hall Concept, Water Main Construction Services	\$ 4,335.00
John Hancock USA	Retirement	\$ 2,948.28
Jones Group	Fire department property insurance	\$ 20,483.00
Julie Bermudez	Soccer jersey refund	\$ 25.00
Landscape Alternatives	Parks landscape services, street trees, cemetery services	\$ 3,354.30
LARM	New mower insurance	\$ 29.23
Lincoln Fire & Rescue	LFR Annual Contract	\$ 22,591.46
Menards-Lincoln North	Santa Express items	\$ 358.47
Menards-Lincoln North	Diesel exhaust fluid, totes	\$ 77.55
Midwest Unlimited	Safety supplies	\$ 1,193.17
Nadia Koval	Cleaning Service	\$ 399.30
NDEE-Fiscal Services	Water Operator License Renewal	\$ 115.00
Olsson	Hydrogeologic Assessment-Wells	\$ 3,007.50
Pavers LLC	Aquatic center road paving & speed bumps	\$ 81,802.80
Production Creek Specialty Adv	Employee clothing	\$ 79.50
Quik Dump Refuse	Garbage Service	\$ 522.34
Rembolt Ludtke LLP	Legal Fees	\$ 3,000.00
Sandry Fire Supply	Cartridges-SCBA	\$ 245.65
Small Engine Specialists	Gasket set	\$ 20.46
U.S. Postmaster	Stamps/Postage	\$ 296.54
Union Bank & Trust Co.	HSA Accounts	\$ 2,750.00
USA Blue Book	Gloves, bottles, marking posts	\$ 745.35
Verizon Wireless	Phone Service	\$ 359.70
Victor Rybak	Refund-Permit 220216	\$ 835.00

Waverly Middle School	Santa Express desserts	\$ 240.00
William Gerdes	Reimburse initial funds-lottery fund	\$ 2,500.00
Woodstock Holdings, LLC	Refund-Permit 22-034	\$ 3,450.00
	Claims Group A Total	\$ 246,236.11

Council Member Hummel moved to approve Group A claims for payment in the amount of \$246,236.11. Council Member Nielson seconded the motion. The following Council Members voted “YEA”: Jespersen, Nielson, and Hummel. The following Council Members voted “NAY”: None. Motion carried. 3-0.

Keno and Sales Tax Reports

Keno and Sales Tax Reports provided for information.

INTRODUCTION OF RESOLUTIONS

None.

INTRODUCTION OF ORDINANCES

Consideration of the third and final reading of Ordinance 23-17, an ordinance of the City of Waverly, Nebraska, amending Chapter 51 of the Waverly Municipal Code relating to the Declaration of a Water Watch, Warning, or Emergency; Establishment of Procedures; and Water Conservation Measures.

Council Member Hummel moved to postpone the third and final reading of Ordinance 23-17 to the first meeting in January. Council Member Nielson seconded the motion.

Hummel explained Council Member Pascoe is unexpectedly out sick and she had some thoughts, and also because we are still working on some things and some of the verbiage in this ordinance.

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

Consideration of the second reading of Ordinance 23-18 to Rezone a Parcel of Land located on N 148th Street, North of Corporate Limits, from Agricultural District (AG) to General Industrial District (GI).

Council Member Hummel moved to approve the second reading of Ordinance 23-18 to Rezone a Parcel of Land located on N 148th Street, North of Corporate Limits, from Agricultural District (AG) to General Industrial District (GI). Council Member Nielson seconded the motion.

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

INTRODUCTION OF BUSINESS AND COMMUNICATIONS

Updates on following items: Water Emergency, Fire Station, Aquatic Center.

City Administrator Fisher and Mayor Gerdes provided information regarding the Water Emergency and Council Members discussed. No new information since the previous meeting on the Fire Station. Fisher provided information on finalizing the Aquatic Center Project.

Mayor Gerdes showed a chart from January 2023 to now, showing we are still 1.5 to 2 feet below on most of the wells where they started the beginning of the year. Well 6 is at .7 and Well 7 is out of service so even if we had the new ordinance passed, we would still be in a water emergency. If you view the static levels, you can see if they are recovering or not. Council member Nielson noted Well 4 has shown 2 feet of improvement since last month, with shutoff levels going from 1.9 to 3.9. Nielson stated it is a lot

better than last January at .5. City Administrator Fisher advised Well 4 is in the Alluvial Aquifer which is more shallow and more transmissive to water and more responsive because it is more affected by surface water.

Fisher stated the Well 6 rehab will start hopefully after first of the year. Well 6 is the worst in terms of water levels, which is why we are having it cleaned first. Fisher advised Public Works Director Whyman and Water Operator Toy continue to monitor things daily.

Fisher stated we had our preconstruction meeting yesterday for Well 7 and Andrew Reischick let us know they are doing a test bore tomorrow, which involves pulling a core out of the ground and they assess the type of soils and sediment that is in that core, which tells them the transmissiveness of how much water they may or may not expect in there. Rieschicks aren't expecting any surprises since they are drilling approximately 15-20 feet from the existing Well 7 site. This test will also tell them how deep they can go to bedrock.

Fisher reported Well 6 is the first well we are going to start doing the cleanings on because that's the one where they raised the screens many years ago and since Well 7 and Well 6 are the same age, if there are any severe problems with Well 6, we want to get on that as soon as possible because if we would have to completely rehab that well, we want to get that started. We continue to work with Olsson Water Project Scientist Colby Osborn on the Hydrogeology and the Well Siting Study. We have some draft preliminary dots on a map where we can possibly put some wells. They gave us plenty of options, some that are in our existing well field area which would allow us to utilize existing mains that we have so our capital expense would be a little less. We have not had a chance to sit down and talk with him though so I'm hoping that will happen within a week.

Fisher reported we had another meeting with the City of Lincoln, however, it did not provide much more information like we had hoped. We have talked with Senator Ballard, who is championing for the City of Waverly on ideas on how we can possibly find some funds to help with our search for water, and he is also working with other elected officials on our search for water. Council Member Hummel and Fisher agreed that's positive news. Fisher stated Ballard and Osborn both shared ideas of grant opportunities. Fisher advised the subregional groundwater model would draw a picture and it takes the existing data that's out there and makes it really detailed. It is around \$40,000 so we are looking into some grant opportunities because this is a very long-range project, just like connecting with the City of Lincoln would be a long-range plan. Hummel acknowledged the cost-benefit. Fisher stated what I liked about the subregional model is it is an interactive model where we can input a specific well to turn off or turn town for example, then we could see how the rest of the wells would react. I think it would be—if we want Waverly to continue to grow, I think that might be something of interest for the City. I think getting some grants out there for that, it sounded like we would probably pretty easily be able to submit some applications for those kinds of things.

Fisher reported as far as Fire Station and Aquatic Center, no new news since last meeting. We are just trying to wrap up the punch list so we can close out the Aquatic Center Project. We are still holding onto the retained amount for the project, which is about \$32,000 until we get every last thing taken care of. Council Member Nielson stated Pavers did a really good job on the road and Fisher added we need to still do some painting of some stripes and some crosswalks. The electrician is still working on the lighting on the inside of the facility.

Consideration of a bid from Mid-Iowa Solid Waste Equipment Co, Inc. for a Sewer Equipment Company of America sewer jetter in an amount not to exceed \$90,783.00, with trade-ins.

Council Member Hummel moved to approve a bid from Mid-Iowa Solid Waste Equipment Co, Inc. for a Sewer Equipment Company of America sewer jetter in an amount not to exceed \$90,783.00, with trade-ins. Council Member Nielson seconded the motion.

Mid-Iowa representative Jarid Davis stated Sewer Equipment of America has been around since the 1950's, and one of the biggest selling points is the ease of operation. Davis stated there is a toggle switch instead of a computer. Davis advised an employee that just started can learn how to run the equipment in about five minutes. Davis advised the camera can be ordered additionally and shipped out quickly. Nielson asked if Whyman likes it and Davis answered we sat down with him and the crew and specifically specked out that unit out for them.

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

COMMITTEE REPORTS

Human Services (Park & Recreation) Council Member Hummel Jespersen

Council Member Jespersen reported sports sign ups going on right now including youth soccer, baseball, softball and adult volleyball and basketball, which can be registered for on our website or in the City Office. One of the staff is working in Wayne Park hauling tree branches and cutting down problematic smaller trees. Parks and Rec Director Murrell is meeting with pool managers biweekly to discuss important topics for next year to make sure everything is in tip top shape for next season. Field requests are already being put in for next summer so she is already working on organizing those as they come in.

Public Works (Utilities & Streets) Council Member Jespersen Nielson

Council Member Nielson reported they finished spreading biosolids for the fall season and then cleaned up equipment. Added millings to alleys and the wastewater treatment plant road inside the fence. Worked on wastewater yearly preventative maintenance on equipment. Prepped the snow equipment before the holiday weekend. Applied salt to the arterial streets on Christmas day in the morning, and later in the afternoon. Applied salt to arterials on Tuesday morning and applied brine to all residential streets in the center lane only. Fisher advised they just went down the street once, instead of back-and-forth.

Public Health (Fire & Safety) Council Member Nielson Pascoe

Fire Chief Rains reported after the recent call earlier today, we are at about 391 calls for service for 2023. Got to haul SCBAs in in-service so everyone is not wanting to put them into use, but wanting to see how well they all work so it will be interesting the first fire when we get to use them but should be good.

Fiscal and Economic Development Council Member Pascoe Hummel

Council Members discussed the Mexican restaurant and the recent opening of The MIX.

City Administrator Fisher

City Administrator Fisher reported that we have 2 TIF projects that are paid in full now. The Watts Electric last payment for their 15 years was made in December 2023. Their present 2023 valuation is \$2,701,000 so that is an extra \$2 million that's on the City's valuation next year. Kamterter paid off early—it was not supposed to be paid off until 2025 and it paid off in December 2023. It's valuation is \$3,898,000. Gerdes and Hummel asked what the benefit is to pay off early and Fisher stated as your valuation increases, your taxes that you pay are increased so that just gets paid toward your loan, so it just pays off your loan early. It's not a bad thing plus it gets on our tax rolls faster.

Fisher reported after the water taps restriction was lifted, there were 8 taps done in the last week or so on the homes up north that were waiting for water taps. Fisher reported Whyman is also working on an inventory of lead-based water service lines that may be in the community for DHHS required reporting.

Hummel stated I am surprised we had any lead-based lines and Fisher advised Whyman knows if there are any, it is going to be very few and most of them have been replaced.

ADJOURNMENT

Council Member Nielson moved to adjourn the meeting at 6:27 p.m. Council Member Hummel seconded the motion.

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

William D. Gerdes, Mayor

Megan K. Frye, City Clerk/Deputy Treasurer

Claims for Payment: December 27th, 2023 - January 9th, 2024

Group A			
Vendor	Description	Amount	Date Paid
Zoey & Matt Drew	Utility Deposit Refund	\$ 100.00	
Rich & Claire Ficken	Utility Deposit Refund	\$ 100.00	
Marshall & Taryn Horn	Utility Deposit Refund	\$ 100.00	
Eric & Ginger Lanum	Utility Deposit Refund	\$ 100.00	
Cole & Whitney Mahlberg	Utility Deposit Refund	\$ 100.00	
Bev Ratkovec	Utility Deposit Refund	\$ 100.00	
Brandyn Rupp	Utility Deposit Refund	\$ 100.00	
ADP FEES	Payroll Fees	\$ 113.32	1/5/2024
ADP Payroll	Payroll	\$ 33,527.80	1/12/2024
BALL INSURANCE SERVICES	Fire Department Insurance	\$ 2,306.00	
Black Hills Energy	Natural gas	\$ 1,037.89	
COLONIAL LIFE	Insurance	\$ 43.92	
CUBBY'S, INC.	Fuel	\$ 1,526.35	
DATAVIZION, LLC	VizionCare Complete, Microsoft 365 Business	\$ 1,515.00	
FELD FIRE	Annual Comp Service-scba air compressor	\$ 950.00	
Fidelity Security Life Insurance	Vision Insurance	\$ 160.51	
Frontier	Hose clamps	\$ 43.96	
HAWKINS, INC.	Supplies	\$ 2,716.60	
HORIZON BANK	Monthly ACH Fees	\$ 10.00	1/15/2024
HORIZON BANK	Safety Deposit Box Fee	\$ 33.00	
HTM SALES INC.	Electric winch	\$ 2,603.00	
JEO CONSULTING GROUP, INC.	134th & Hwy 6 Drainage Improvements	\$ 125.00	
JOHN HANCOCK USA	Retirement	\$ 2,930.10	1/12/2024
KELLY SUPPLY COMPANY	Parts for brine tank	\$ 145.57	
LANCASTER CO SHERIFF OFFICE	January 2024	\$ 35,186.00	
LINCOLN ELECTRIC SYSTEM	Electricity	\$ 18,283.01	
LINCOLN WINWATER WORKS CO	Taps & meter couplings	\$ 747.12	
LINE-X OF LINCOLN	Tailgate line-x	\$ 160.00	
MacQueen Emergency	Fire truck repair	\$ 274.34	
MENARDS-LINCOLN NORTH	Vacuum and totes	\$ 295.10	
MIDWEST LABORATORIES, INC	Lab fees	\$ 484.61	
NEBRASKA DEPT REVENUE WASTE	Utility Sales Tax	\$ 9,275.78	1/19/2024
NE PUBLIC HEALTH ENVIRON. LAB	Lab fees	\$ 93.00	
ONE CALL CONCEPTS, INC.	One-Call Service	\$ 119.38	
PAVERS LLC	Crushed asphalt millings	\$ 1,087.52	
PINNACLE BANK	Table covers	\$ 67.98	
PINNACLE BANK	Office supplies, antifreeze, fire dept. books, wastewater certification	\$ 1,174.03	
PLATTE VALLEY EQUIPMENT	Cemetery mower repair	\$ 304.00	
Production Creek Specialty Adv	Employee clothing	\$ 54.00	
Quick Med Claims	December 2023 Billing-EMS	\$ 1,901.01	
REMBOLT LUDTKE LLP	Legal fees, zoning violation	\$ 3,562.50	
Revolution Wraps	2023 Chevy decal repair	\$ 1,915.53	
SMALL ENGINE SPECIALISTS	Chain saw blades	\$ 72.00	
Sparq Data Solutions	Meeting Subscription	\$ 4,100.00	
SUNBELT RENTALS,INC.	Lift rental	\$ 269.99	
THE VOICE NEWS	Advertising & Printing	\$ 553.75	
TOTAL TOOL SUPPLY, INC.	Hammer drill	\$ 239.00	
U. S. POSTMASTER	Stamps/Postage	\$ 264.00	
U.S.BANK EQUIPMENT FINANCE	Ricoh Copier	\$ 250.87	
USA BLUE BOOK	Hazardous materials signals, danger sign, pH tester	\$ 276.20	
Visual Edge IT	Copies	\$ 91.05	
Hobby Lobby	Fire department-Christmas decorations debit card purchase	\$ 115.96	
	Claims Group A Total	\$ 131,705.75	

William D. Gerdes, Mayor

Cheris Cadwell, City Treasurer/Deputy Clerk

TREASURER'S REPORT
CALENDAR 12/2023, FISCAL 3/2024

ACCT	TITLE	LAST REPORT ON HAND	DISBURSED	RECEIVED	CHANGE IN LIABILITY	BALANCE
10	GENERAL	378,582.35	57,420.28	22,762.22	1,968.67-	341,955.62
11	CITY SALES TAX	3,238,364.33	895.00	80,266.31	.00	3,317,735.64
12	STREET	713,826.97	42,598.43	50,632.39	219.11-	721,641.82
13	POOL	1,283,259.26	378,602.26	45,878.30	53.96-	950,481.34
14	PARK	418,709.49	16,470.97	4,541.28	154.94-	406,624.86
15	ARPA	743,418.45	.00	2,765.68	.00	746,184.13
16	FIRE DEPARTMENT	157,397.12	48,930.38	17,623.48	.00	126,090.22
17	FIRE DONATION	43,247.51	2,538.51	3,880.48	.00	44,589.48
18	FIRE EQUIPMENT	368,268.36	740.44	15,955.80	.00	383,483.72
19	BUILDING & ZONING	234,013.02	26,190.25	4,487.85	202.81-	212,107.81
20	WATER	1,749,595.77	175,629.30	70,720.88	588.02-	1,644,099.33
21	SEWER	5,050,697.84	363,382.06	152,558.91	263.70-	4,839,610.99
22	CDBG FUND	.00	.00	.00	.00	.00
23	DEBT SERVICE	319,013.94	157,386.75	2,323.51	.00	163,950.70
24	TIF H: TSC DISTR CENTE	89,607.24	89,607.24	10.68	.00	10.68
25	TIF I: TSC RETAIL STOR	40.38	40.38	.01	.00	.01
26	TIF C: MBA POULTRY A	.00	.00	.00	.00	.00
27	TIF D: MBA POULTRY B	.00	.00	.00	.00	.00
28	CEMETERY	135,919.57	6,998.01	3,259.34	58.08-	132,122.82
29	LOTTERY	633,280.41	56,232.18	78,547.13	.00	655,595.36
30	TIF E: WATTS ELECTRIC	19,875.72	42,509.55	22,636.23	.00	2.40
31	PAYROLL	.00	.00	.00	.00	.00
32	TIF F: KAMTERTER	28,233.45	11,420.39	1.99	.00	16,815.05
33	TIF G; BUCKET B AREA	841,302.92	5,524.00	5,085.06	.00	840,863.98
34	TIF J: VACEK ENTERPRIS	6,959.40	4,116.66	636.76	.00	3,479.50
35	TIF ADMIN W/H FUNDS	146,733.08	.00	699.03	.00	147,432.11
36	TIF K: WOODSTOCK LLC	9,954.79	21,722.45	11,767.90	.00	.24
37	TIF L NW ELECTRIC	.50	.00	.14	.00	.64
38	FIRE/RESCUE LOTTERY/RA	314.17	3,005.69	8,880.43	.00	6,188.91
Report Total		16,610,616.04	1,511,961.18	605,921.79	3,509.29-	15,701,067.36

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL.
10-00-1000	CASH IN BANK - GENERAL	37,365.56	49,724.65
10-00-1007	CASH IN BANK - MMA	73,992.29-	271,880.48
10-00-1010	CASH AT COUNTY TREASURER	.00	20,350.49
11-00-1000	CASH IN BANK - CITY SALES TAX	.00	.00
11-00-1007	CASH IN BANK - MMA	70,199.63	755,830.86
11-00-1035	CD #19645 SALES TAX	.00	1,802,733.10
11-00-1036	CD #738 SALES TAX	9,171.68	759,171.68
12-00-1000	CASH IN BANK - STREET	5,274.91	36,360.05
12-00-1007	CASH IN BANK - MMA	2,539.94	685,281.77
13-00-1000	CASH IN BANK - POOL	24,201.87-	57,464.14
13-00-1007	CASH IN BANK - MMA	228,774.32-	330,691.18
13-00-1016	CASH IN BANK-NE CLASS	81,008.05-	560,967.04
13-00-1030	CASH IN BANK-AQUATIC CENTER	1,206.32	1,358.98
14-00-1000	CASH IN BANK - PARK	13,790.91-	19,028.89
14-00-1002	PARK & REC FUND	.00	.00
14-00-1003	PARK & REC SCHOLARSHIP ACCT	.19	902.01
14-00-1007	CASH IN BANK - MMA	456.66	123,206.21
14-00-1016	CASH IN BANK-NE CLASS	1,249.43	263,487.75
15-00-1000	CASH IN BANK - ARPA	.00	.00
15-00-1007	CASH IN BANK - MMA	2,765.68	746,184.13
16-00-1000	CASH IN BANK - FIRE DEPT.	11,752.35-	5,907.85
16-00-1007	CASH IN BANK - MMA	19,554.55-	120,182.37
17-00-1000	CASH IN BANK - BURN PERMIT CC	.00	10.00
17-00-1012	CASH IN BANK-FIRE DONATION	1,168.53	8,003.59
17-00-1016	CASH IN BANK - NE CLASS	173.44	36,575.89
18-00-1000	CASH IN BANK - FIRE EQUIP FUND	.00	.00
18-00-1001	CASH IN BANK-FIREEQUIP HORIZON	13,700.32	61,168.83
18-00-1007	CASH IN BANK - MMA	47.75	12,883.50
18-00-1016	CASH IN BANK - NE CLASS	1,467.29	309,431.39
18-00-1030	CD# 19609 FIRE EQUIP	.00	.00
19-00-1000	CASH IN BANK-BUILDING & ZONING	22,644.06-	12,764.79
19-00-1007	CASH IN BANK - MMA	738.85	199,343.02
20-00-1000	CASH IN BANK - WATER	16,499.63-	24,427.64
20-00-1007	CASH IN BANK - MMA	88,996.81-	1,619,671.69
21-00-1000	CASH IN BANK - SEWER	13,040.66-	56,535.23
21-00-1004	2010 BOND RESERVE	.00	.00
21-00-1007	CASH IN BANK - MMA	210,275.09-	2,353,999.06
21-00-1009	2012 BOND RESERVE	.00	.00
21-00-1030	CD# 19666 SEWER FUND	.00	28,296.15
21-00-1031	CD #4048 SEWER FSB	.00	358,189.55
21-00-1033	CD #19643 SEWER HORIZON	.00	515,295.50
21-00-1034	CD #19644 SEWER HORIZON	.00	515,066.60
21-00-1037	CD #19739 SEWER HORIZON	12,228.90	1,012,228.90
22-00-1000	CASH IN BANK- CBDG FUNDS	.00	.00
23-00-1000	CASH IN BANK - COUNTY BOND	.00	.00
23-00-1003	CASH IN BANK-COUNTY BOND MM	3,939.18	4,312.17
23-00-1008	COP TRUST RESERVE	.00	.00
23-00-1010	CASH AT COUNTY TREASURER	.00	6,082.95
23-00-1016	CASH IN BANK - NE CLASS	159,002.42-	153,555.58

TRIAL BALANCE
CALENDAR 12/2023, FISCAL 3/2024

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL.
24-00-1000	CASH IN BANK - TIF H	.00	.00
24-00-1017	CASH IN BANK-NOTE H TSC DISTR	89,596.56-	10.68
25-00-1000	CASH IN BANK- TIF I	.00	.00
25-00-1018	CASH IN BANK-NOTE I TSC RETAIL	40.37-	.01
26-00-1000	CASH IN BANK - TIF C	.00	.00
26-00-1010	CASH AT COUNTY TREASURER	.00	.00
26-00-1019	CASH IN BANK-NOTE C MBA POUL A	.00	.00
27-00-1000	CASH IN BANK - TIF D	.00	.00
27-00-1010	CASH AT COUNTY TREASURER	.00	.00
27-00-1020	CASH IN BANK-NOTE D MBA POUL B	.00	.00
28-00-1000	CASH IN BANK - CEMETERY	3,896.09-	31,740.45
28-00-1007	CASH IN BANK - MMA	81.37	21,955.11
28-00-1011	CASH IN BANK-ROSEHILL MMA	17.97	11,443.31
28-00-1031	CD #3133 CEMETERY FSB	.00	66,983.95
29-00-1000	CASH IN BANK - KENO	9,360.90	9,360.90
29-00-1005	CASH IN BANK-LOTTERY PRIZE MMA	121.69	77,477.99
29-00-1006	CERTIFICATE OF DEPOSIT	.00	.00
29-00-1013	CASH IN BANK-KENO OPERAT ACCT	10,649.26	51,751.22
29-00-1014	CASH IN BANK-FIXED KENO ACCT	.00	56,618.35
29-00-1016	CASH IN BANK - NE CLASS	2,183.10	460,386.90
29-00-1030	CD #0065 KENO PINNACLE	.00	.00
30-00-1000	CASH IN BANK - TIF E	.00	.00
30-00-1021	CASH IN BANK-NOTE E WATTS ELEC	19,873.32-	2.40
31-00-1000	CASH IN BANK - PAYROLL	.00	.00
32-00-1000	CASH IN BANK - TIF F	.00	.00
32-00-1022	CASH IN BANK-NOTE F KAMKERTER	11,418.40-	16,815.05
33-00-1000	CASH IN BANK - TIF G	.00	.00
33-00-1010	CASH AT COUNTY TREASURER	.00	632.63
33-00-1016	CASH IN BANK - NE CLASS	107.61-	840,089.37
33-00-1023	CASH IN BANK-NOTE G BUCKET B	331.33-	141.98
34-00-1000	CASH IN BANK - TIF J	.00	.00
34-00-1010	CASH AT COUNTY TREASURER-TIF J	.00	3,479.43
34-00-1024	CASH IN BANK-NOTE J VASEK ENT	3,479.90-	.07
35-00-1000	CASH ACCOUNT - ADMIN W/H	.00	.00
35-00-1016	CASH IN BANK - NE CLASS	699.03	147,415.78
35-00-1025	CASH IN BANK-ADMIN W/H FUNDS	.00	16.33
36-00-1026	CASH IN BANK-TIF K WOODSTOCK	9,954.55-	.24
37-00-1028	CASH IN BANK-NOTE L NW ELECTR	.14	.64
38-00-1045	FIRE/RESCUE/LOTTERY/RAFFLE	5,874.74	6,188.91
		=====	=====
	PROOF	909,548.68-	15,701,067.36
		=====	=====

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
10-00-4000	PROPERTY TAXES	1,094.77	6,894.06	776,949.00	770,054.94
10-00-4005	MOTOR VEHICLE TAX	12,118.26	40,079.67	85,000.00	44,920.33
10-00-4010	MOTOR VEHICLE PRO RATE	.00	202.50	1,000.00	797.50
10-00-4015	PROPERTY TAX CREDIT	.00	.00	.00	.00
10-00-4018	STATE AID	.00	.00	.00	.00
10-00-4020	PROPERTY TAX CREDIT	.00	.00	.00	.00
10-00-4025	M.I.R.F.	.00	.00	.00	.00
10-00-4030	CARLINE	.00	.00	.00	.00
10-00-4032	LEASE REVENUE	500.00	1,500.00	6,000.00	4,500.00
10-00-4035	FRANCHISE TAX	3,222.15	106,306.08	450,000.00	343,693.92
10-00-4040	IN LIEU OF TAXES	.00	.00	3,000.00	3,000.00
10-00-4050	SALES TAX	.00	.00	.00	.00
10-00-4055	HOMESTEAD EXEMPTION	.00	.00	.00	.00
10-00-4060	INT EARNED ON LOCAL REVENUE	85.96	287.41	5,000.00	4,712.59
10-00-4065	FEES AND PERMITS	.00	.00	.00	.00
10-00-4070	CITY LICENSES	295.00	1,646.00	7,500.00	5,854.00
10-00-4071	CITY FINES	5.00	5.00	.00	5.00-
10-00-4075	DOG LICENSES	350.00	430.00	2,000.00	1,570.00
10-00-4080	DOG IMPOUNDMENT & BOARD	.00	.00	.00	.00
10-00-4090	OTHER LOCAL REVENUE RECEIPT	.00	.00	.00	.00
10-00-4091	QUIET ZONE	.00	.00	.00	.00
10-00-4095	LABOR & MATERIALS SOLD - GEN.	.00	.00	.00	.00
10-00-4100	EQUIPMENT SOLD	.00	.00	.00	.00
10-00-4105	GRANTS	.00	.00	.00	.00
10-00-4106	DEVELOPER: STREET TREES	.00	.00	.00	.00
10-00-4110	INSURANCE ADJUSTMENTS	.00	.00	.00	.00
10-00-4115	OPERATING CONTRIBUTIONS	.00	.00	.00	.00
10-00-4161	INTEREST-MMA	1,007.71	3,520.65	.00	3,520.65-
10-00-4210	TOWER RENT	3,303.37	10,636.01	41,000.00	30,363.99
10-00-4215	FARM RENT INCOME	.00	5,347.50	27,500.00	22,152.50
10-00-4410	ADJUSTMENT	.00	.00	.00	.00
10-00-4415	AG LAND TAX CREDIT	.00	.00	.00	.00
10-90-4011	TRANSFER FROM CITY SALES TAX	.00	.00	.00	.00
10-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
10-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
10-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
10-90-4016	TRANSFER FROM FIRE/RESCUE	780.00	2,340.00	.00	2,340.00-
10-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
10-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
10-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
10-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
10-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
10-90-4030	TRANSFER FROM TIF E	.00	.00	.00	.00
10-90-4031	TRANSFER FROM PAYROLL	.00	.00	.00	.00
10-90-4033	TRANSFER FROM TIF G	.00	.00	.00	.00
	TOTAL REVENUE	22,762.22	179,194.88	1,404,949.00	1,225,754.12
10-00-5000	REGULAR SALARIES	7,769.46	26,627.86	101,361.00	74,733.14
10-00-5002	SALARIES OVERTIME	.00	.00	.00	.00
10-00-5005	SALARY OF MAYOR & COUNCIL	.00	15,000.00	30,000.00	15,000.00

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
10-00-5006	SALARIES PART TIME/TEMP	.00	.00	5,000.00	5,000.00
10-00-5009	SOCIAL SECURITY	592.21	3,171.57	10,001.00	6,829.43
10-00-5015	HEALTH INSURANCE	1,656.00	6,651.83	21,000.00	14,348.17
10-00-5019	WORKER'S COMP INSURANCE	.00	1,144.38	1,500.00	355.62
10-00-5020	EMPLOYMENT EXPENSES	423.93	1,217.23	7,000.00	5,782.77
10-00-5025	UNEMPLOYMENT COMPENSATION	6.01	48.23	2,000.00	1,951.77
10-00-5030	RETIREMENT	427.32	1,464.52	5,616.00	4,151.48
10-00-5035	CLOTHING	.00	.00	1,500.00	1,500.00
10-00-5040	COUNTY TREAS. & OTHER FEES	20.00	273.68	2,000.00	1,726.32
10-00-5045	CUSTODIAL SERVICE	399.30	1,197.90	5,000.00	3,802.10
10-00-5050	LEGAL SERVICES	3,000.00	9,900.00	50,000.00	40,100.00
10-00-5055	CONTRACT OR SECURED SERVICE	35,186.00	105,558.00	423,000.00	317,442.00
10-00-5060	OTHER PROF. & TECH SERVICE	5,144.55	45,512.89	90,000.00	44,487.11
10-00-5065	NATURAL GAS	.00	193.24	2,000.00	1,806.76
10-00-5070	ELECTRICITY	211.75	853.34	3,500.00	2,646.66
10-00-5075	GARBAGE SERVICE	19.28	77.12	500.00	422.88
10-00-5080	RENTALS OR LEASES	.00	.00	500.00	500.00
10-00-5085	POSTAGE	.00	264.00	3,000.00	2,736.00
10-00-5090	TELEPHONE	499.16	1,497.67	7,000.00	5,502.33
10-00-5095	ADVERTISING AND PRINTING	255.51	900.55	5,000.00	4,099.45
10-00-5100	SUPPLIES	1,807.30	1,990.90	10,000.00	8,009.10
10-00-5102	OPERATING SUPPLIES	.00	.00	.00	.00
10-00-5105	CONCESSIONS	.00	.00	.00	.00
10-00-5110	FURNITURE AND EQUIPMENT	.00	.00	3,000.00	3,000.00
10-00-5115	LICENSE FEES	.00	.00	5,000.00	5,000.00
10-00-5120	SCHOOL, DUES AND SEMINARS	2.50	2,159.75	32,000.00	29,840.25
10-00-5125	SALES TAX	.00	.00	.00	.00
10-00-5130	DOG BOARD AND DISPOSAL	.00	.00	.00	.00
10-00-5135	PROPERTY INSURANCE	.00	13,066.79	16,000.00	2,933.21
10-00-5140	TRAVEL OR MILEAGE	.00	.00	4,000.00	4,000.00
10-00-5145	REPAIR & MAINT. SERVICES	.00	223.16	7,000.00	6,776.84
10-00-5149	REFUNDS	.00	.00	.00	.00
10-00-5150	OTHER MISC. OBJECTS	.00	.00	4,000.00	4,000.00
10-00-5155	QUIET ZONE	.00	.00	.00	.00
10-00-5160	DRY DAM	.00	.00	10,000.00	10,000.00
10-00-5170	WATERSHED	.00	.00	.00	.00
10-00-5175	CAPITAL IMPROVEMENTS	.00	.00	.00	.00
10-10-5100	SUPPLIES	.00	.00	.00	.00
10-10-5102	OPERATING SUPPLIES	.00	.00	.00	.00
10-10-5110	FURNITURE AND EQUIPMENT	.00	.00	.00	.00
10-10-5120	SCHOOL, DUES AND SEMINARS	.00	.00	.00	.00
10-10-5140	TRAVEL OR MILEAGE	.00	.00	.00	.00
10-10-5145	REPAIR & MAINT. SERVICES	.00	.00	.00	.00
10-10-5150	OTHER MISC. OBJECTS	.00	.00	.00	.00
10-30-5006	SUB OR TEMP SALARIES	.00	.00	.00	.00
10-30-5009	SOCIAL SECURITY	.00	.00	.00	.00
10-40-5000	REGULAR SALARIES	.00	.00	.00	.00
10-40-5001	PARTTIME SALARIES	.00	.00	.00	.00
10-40-5002	SALARIES PART TIME/TEMP	.00	.00	.00	.00
10-40-5009	SOCIAL SECURITY	.00	.00	.00	.00
10-40-5015	HEALTH INSURANCE	.00	.00	.00	.00

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
10-40-5030	RETIREMENT	.00	.00	.00	.00
10-40-5090	TELEPHONE	.00	.00	.00	.00
10-40-5100	SUPPLIES	.00	.00	.00	.00
10-40-5200	DEPOSIT REFUND	.00	.00	.00	.00
10-50-5000	REGULAR SALARIES	.00	.00	.00	.00
10-50-5009	SOCIAL SECURITY	.00	.00	.00	.00
10-60-5006	SUB OR TEMP SALARIES	.00	.00	.00	.00
10-60-5009	SOCIAL SECURITY	.00	.00	.00	.00
10-90-5011	TRANSFER TO CITY SALES TX	.00	.00	.00	.00
10-90-5012	TRANSFER TO STREET	.00	285,000.00	285,000.00	.00
10-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
10-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
10-90-5016	TRANSFER TO FIRE/RESCUE	.00	153,750.00	153,750.00	.00
10-90-5018	TRANSFER TO FD EQUIPMENT FUND	.00	.00	.00	.00
10-90-5019	TRANSFER TO BUILDING	.00	125,000.00	125,000.00	.00
10-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
10-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
10-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
10-90-5028	TRANSFER TO CEMETERY	.00	41,000.00	41,000.00	.00
10-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
	TOTAL EXPENSES	57,420.28	843,744.61	1,472,228.00	628,483.39
	GENERAL TOTAL	34,658.06-	664,549.73-	67,279.00-	597,270.73

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
11-00-4052	CITY SALES TAX	68,293.20	213,030.11	570,000.00	356,969.89
11-00-4053	AQUATIC CENTER SALES TAX	.00	.00	.00	.00
11-00-4135	REIMBURSEMENT	.00	.00	.00	.00
11-00-4161	INTEREST-MMA	2,801.43	7,404.54	10,000.00	2,595.46
11-00-4163	INTEREST-CD'S HORIZON	9,171.68	27,116.77	.00	27,116.77-
11-90-4010	TRANSFER FROM GENERAL	.00	.00	.00	.00
11-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
11-90-4033	TRANSFER FROM TIF G	.00	.00	.00	.00
	TOTAL REVENUE	80,266.31	247,551.42	580,000.00	332,448.58
11-00-5174	COMMUNITY IMPROVEMENT	.00	.00	.00	.00
11-00-5175	CAPITAL OUTLAY	895.00	895.00	762,000.00	761,105.00
11-00-5302	BOND PAYMENTS	.00	.00	.00	.00
11-90-5010	TRANSFER TO GENERAL	.00	.00	.00	.00
11-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
11-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
11-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
11-90-5033	TRANSFER TO TIF G	.00	.00	.00	.00
	TOTAL EXPENSES	895.00	895.00	762,000.00	761,105.00
	CITY SALES TAX TOTAL	79,371.31	246,656.42	182,000.00-	428,656.42-

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
12-00-4005	MOTOR VEHICLE FEES	.00	9,884.81	25,000.00	15,115.19
12-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
12-00-4095	LABOR & MATERIALS SOLD-STREETS	.00	.00	.00	.00
12-00-4100	EQUIPMENT SOLD	.00	.00	.00	.00
12-00-4105	GRANTS	.00	.00	236,000.00	236,000.00
12-00-4110	INSURANCE ADJUSTMENTS	.00	.00	.00	.00
12-00-4120	HIGHWAY ALLOCATION	48,092.45	146,198.16	581,001.00	434,802.84
12-00-4125	INCENTIVE PAYMENTS	.00	.00	.00	.00
12-00-4130	SALE BONDS - STREETS	.00	.00	2,000,000.00	2,000,000.00
12-00-4135	REINBURSEMENT/PROJECT FINANCED	.00	.00	.00	.00
12-00-4161	INTEREST-MMA	2,539.94	8,238.74	.00	8,238.74-
12-00-4220	SCRAP SALES	.00	.00	.00	.00
12-00-4405	INFRASTRUCTURE FEE	.00	1,335.62	.00	1,335.62-
12-90-4010	TRANSFER FROM GENERAL	.00	285,000.00	285,000.00	.00
12-90-4011	TRANSFER FROM SALES TAX	.00	.00	.00	.00
12-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
12-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
12-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
12-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
12-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
12-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
12-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
12-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
12-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
12-90-4030	TRANSFER FROM TIF	.00	.00	.00	.00
	TOTAL REVENUE	50,632.39	450,657.33	3,127,001.00	2,676,343.67
12-00-5000	REGULAR SALARIES	11,850.23	40,827.25	170,000.00	129,172.75
12-00-5002	SALARIES OVERTIME	21.45	694.49	3,729.00	3,034.51
12-00-5006	SUB OR TEMP SALARIES	.00	1,162.74	12,000.00	10,837.26
12-00-5009	SOCIAL SECURITY	895.62	3,193.92	11,975.00	8,781.08
12-00-5015	HEALTH INSURANCE	5,302.95	20,818.58	80,000.00	59,181.42
12-00-5019	WORKER'S COMP INSURANCE	.00	4,241.16	6,000.00	1,758.84
12-00-5030	RETIREMENT	451.00	1,619.40	7,345.00	5,725.60
12-00-5035	CLOTHING	79.50	136.50	1,250.00	1,113.50
12-00-5045	CUSTODIAL SERVICES	.00	.00	.00	.00
12-00-5060	PROF&TECH SERVICE/SPECIAL FEES	3,821.35	4,521.35	301,000.00	296,478.65
12-00-5065	NATURAL GAS	.00	255.42	5,000.00	4,744.58
12-00-5070	ELECTRICITY	6,192.67	18,634.81	78,000.00	59,365.19
12-00-5073	GAS AND OIL	1,318.32	4,247.73	14,000.00	9,752.27
12-00-5075	GARBAGE SERVICE	96.39	385.56	1,500.00	1,114.44
12-00-5076	RECYCLING SERVICE	.00	.00	.00	.00
12-00-5080	RENTALS OR LEASES	.00	3,536.75	7,000.00	3,463.25
12-00-5090	TELEPHONE	76.17	228.53	.00	228.53-
12-00-5095	ADVERTISING AND PRINTING	.00	10.50	1,000.00	989.50
12-00-5100	SUPPLIES-OFFICE/SHOP	3,066.17	3,377.92	7,000.00	3,622.08
12-00-5102	SUPPLIES-STREETS	.00	13,110.08	68,000.00	54,889.92
12-00-5120	FURNITURE AND EQUIPMENT	3,250.00	292,763.28	165,500.00	127,263.28-
12-00-5121	SCHOOL, DUES, & SEMINARS	50.00	50.00	.00	50.00-
12-00-5135	PROPERTY INSURANCE	1,395.25	21,946.32	18,000.00	3,946.32-

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
12-00-5141	SERVICE FEES	.00	.00	.00	.00
12-00-5144	REPAIR & MAINT.SERVICE-BLDG	10.00	30.00	7,500.00	7,470.00
12-00-5145	REPAIR & MAINT. STREETS	165.00	165.00	85,000.00	84,835.00
12-00-5146	EQUIPMENT MAINTENANCE	179.16	2,627.56	30,000.00	27,372.44
12-00-5147	VEHICLE MAINTENANCE	24.99	406.52	10,000.00	9,593.48
12-00-5150	OTHER MICS. OBJECTS	.00	.00	.00	.00
12-00-5165	TRAFFIC CONTROL	4,352.21	6,234.29	8,000.00	1,765.71
12-00-5170	STREET CONTRACTS	.00	.00	4,500.00	4,500.00
12-00-5175	CAPITAL IMPROVEMENT-REAL PRPTY	.00	.00	2,000,000.00	2,000,000.00
12-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
12-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
12-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
12-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
12-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
12-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
12-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
12-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
12-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
	TOTAL EXPENSES	42,598.43	445,225.66	3,103,299.00	2,658,073.34
	STREET TOTAL	8,033.96	5,431.67	23,702.00	18,270.33

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
13-00-4052	CITY SALES TAX	34,146.55	106,514.90	300,000.00	193,485.10
13-00-4085	CONCESSIONS	.00	.00	.00	.00
13-00-4090	OTHER LOCAL REV RECEIPTS	.00	3,809.00	.00	3,809.00-
13-00-4105	GRANTS	.00	.00	.00	.00
13-00-4130	SALE BONDS - POOL	.00	.00	1,400,000.00	1,400,000.00
13-00-4131	AQUA CENTER BOND PROCEEDS	.00	.00	.00	.00
13-00-4132	2022 MUN IMP BOND PROCEED	.00	.00	.00	.00
13-00-4140	POOL RECEIPTS	.00	.00	60,000.00	60,000.00
13-00-4155	GIFT OR DONATIONS	7,500.00	7,500.00	.00	7,500.00-
13-00-4161	INTEREST-MMA	1,225.68	5,177.01	.00	5,177.01-
13-00-4162	INTEREST-NE CLASS	2,991.95	8,955.08	.00	8,955.08-
13-00-4167	INTEREST FSB	14.12	20.58	.00	20.58-
13-00-4185	CONCESSION RECEIPTS	.00	.00	20,000.00	20,000.00
13-90-4010	TRANSFER FROM GENERAL	.00	.00	.00	.00
13-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
13-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
13-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
13-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
13-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
13-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
13-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
13-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
	TOTAL REVENUE	45,878.30	131,976.57	1,780,000.00	1,648,023.43
13-00-5000	REGULAR SALARIES	2,322.81	7,806.75	32,205.00	24,398.25
13-00-5002	SALARIES PART TIME/TEMP	.00	.00	.00	.00
13-00-5006	SUB OR TEMP SALARIES	.00	135.74	80,000.00	79,864.26
13-00-5009	SOCIAL SECURITY	177.79	605.85	5,650.00	5,044.15
13-00-5015	HEALTH INSURANCE	445.83	1,745.44	8,400.00	6,654.56
13-00-5019	WORKER'S COMP INSURANCE	.00	60.02	600.00	539.98
13-00-5030	RETIREMENT	107.92	371.90	1,582.00	1,210.10
13-00-5035	CLOTHING	.00	.00	4,000.00	4,000.00
13-00-5045	CUSTODIAL SERVICE	.00	.00	.00	.00
13-00-5050	LEGAL SERVICES	.00	.00	.00	.00
13-00-5055	CONTRACTED OR SECURED SERVICES	.00	.00	2,000.00	2,000.00
13-00-5060	OTHER PROF. & TECH SERVICE	.00	.00	4,000.00	4,000.00
13-00-5065	NATURAL GAS	.00	.00	2,000.00	2,000.00
13-00-5070	ELECTRICITY	772.68	2,342.73	28,000.00	25,657.27
13-00-5075	GARBAGE SERVICE	9.18	64.26	500.00	435.74
13-00-5080	RENTALS OR LEASES	.00	.00	.00	.00
13-00-5090	TELEPHONE	47.00	141.02	1,000.00	858.98
13-00-5095	ADVERTISING AND PRINTING	.00	15.12	500.00	484.88
13-00-5100	SUPPLIES	.00	.00	25,000.00	25,000.00
13-00-5102	OPERATION SUPPLIES	.00	459.80	5,000.00	4,540.20
13-00-5105	CONCESSIONS	.00	.00	10,000.00	10,000.00
13-00-5110	FURNITURE AND EQUIPMENT	.00	.00	3,000.00	3,000.00
13-00-5120	SCHOOLS, DUES, & SEMINARS	.00	.00	3,000.00	3,000.00
13-00-5135	PROPERTY INSURANCE	.00	17,316.76	14,000.00	3,316.76-
13-00-5140	TRAVEL OR MILEAGE	.00	.00	.00	.00
13-00-5141	SERVICE FEES	220.00	230.00	800.00	570.00

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
13-00-5145	REPAIR & MAINT. SERVICES	.00	.00	2,000.00	2,000.00
13-00-5149	REFUNDS	.00	.00	.00	.00
13-00-5150	OTHER MISC. OBJECTS	.00	.00	.00	.00
13-00-5175	CAPITAL IMPROVEMENT-REAL PRPTY	82,787.80	86,976.40	68,000.00	18,976.40-
13-00-5176	NEW POOL SUPPLIES	.00	.00	.00	.00
13-00-5333	2021 GO AQUATIC CTN PRINCIPAL	220,000.00	220,000.00	220,000.00	.00
13-00-5334	2021 GO AQUATIC CTR INTEREST	17,711.25	17,711.25	34,982.50	17,271.25
13-00-5351	2023 MUNI IMPROV PRINCIPAL	.00	.00	1,400,000.00	1,400,000.00
13-00-5352	2023 MUNI IMPROV BOND INTEREST	54,000.00	54,000.00	99,000.00	45,000.00
13-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
13-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
13-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
13-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
13-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
13-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
13-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
13-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
	TOTAL EXPENSES	378,602.26	409,983.04	2,055,219.50	1,645,236.46
	POOL TOTAL	332,723.96-	278,006.47-	275,219.50-	2,786.97

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
14-00-4065	FEES & PERMITS	.00	.00	.00	.00
14-00-4090	OTHER LOCAL REV RECEIPTS	.00	9.79	.00	9.79-
14-00-4105	GRANTS	.00	.00	.00	.00
14-00-4110	INSURANCE ADJUSTMENTS	.00	.00	.00	.00
14-00-4139	YOUTH FLAG FOOTBAL	.00	.00	5,000.00	5,000.00
14-00-4140	FALL SOCCER RECEIPTS	.00	.00	5,000.00	5,000.00
14-00-4142	SPRING SOCCER RECEIPTS	1,155.00	1,155.00	10,000.00	8,845.00
14-00-4145	BALL RECEIPTS	1,230.00	1,230.00	15,000.00	13,770.00
14-00-4146	BALL FIELD RENTAL	.00	120.00	12,000.00	11,880.00
14-00-4147	ADULT SPORTS RECEIPTS	450.00	450.00	1,000.00	550.00
14-00-4155	PARK DONATIONS	.00	1,362.15	20,000.00	18,637.85
14-00-4161	INTEREST-MMA	456.66	1,323.60	.00	1,323.60-
14-00-4162	INTEREST-NE CLASS	1,249.43	3,487.75	.00	3,487.75-
14-00-4165	INTEREST EARNED	.00	.00	.00	.00
14-00-4166	INTEREST	.19	.57	.00	.57-
14-00-4405	INFRASTRUCTURE FEE	.00	3,082.20	8,000.00	4,917.80
14-00-4420	ADVERTISING REVENUE	.00	.00	3,000.00	3,000.00
14-90-4010	TRANSFER FROM GENERAL	.00	.00	.00	.00
14-90-4011	TRANSFER FROM CITY SALES TAX	.00	.00	.00	.00
14-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
14-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
14-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
14-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
14-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
14-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
14-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
14-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
14-90-4029	TRANSFER FROM LOTTERY	.00	260,000.00	.00	260,000.00-
	TOTAL REVENUE	4,541.28	272,221.06	79,000.00	193,221.06-
14-00-5000	REGULAR SALARIES	8,942.10	28,963.61	127,690.00	98,726.39
14-00-5002	OVERTIME SALARIES	.00	.00	.00	.00
14-00-5006	SUB OR TEMP SALARIES	.00	986.32	36,000.00	35,013.68
14-00-5009	SOCIAL SECURITY	682.87	2,286.65	12,939.00	10,652.35
14-00-5015	HEALTH INSURANCE	1,256.12	4,831.40	43,000.00	38,168.60
14-00-5019	WORKER'S COMP INSURANCE	.00	2,877.78	3,500.00	622.22
14-00-5030	RETIREMENT	309.88	1,069.38	5,085.00	4,015.62
14-00-5035	CLOTHING	.00	249.93	1,250.00	1,000.07
14-00-5045	CUSTODIAL SERVICE	.00	.00	.00	.00
14-00-5055	CONTRACTED OR SECURED SERVICES	.00	4,640.00	16,500.00	11,860.00
14-00-5060	OTHER PROF. & TECH SERVICE	.00	.00	27,000.00	27,000.00
14-00-5070	ELECTRICITY	791.23	2,668.65	15,000.00	12,331.35
14-00-5073	GAS AND OIL	113.26	967.33	7,000.00	6,032.67
14-00-5075	GARBAGE SERVICE	223.99	895.96	3,000.00	2,104.04
14-00-5080	RENTAL & LEASES	.00	.00	.00	.00
14-00-5090	PHONE	76.17	228.53	1,000.00	771.47
14-00-5095	ADVERTISING & PRINTING	.00	.00	3,000.00	3,000.00
14-00-5100	SUPPLIES	.00	916.62	28,000.00	27,083.38
14-00-5102	OPERATION SUPPLIES	.00	2,374.94	13,500.00	11,125.06
14-00-5110	FURNITURE AND EQUIPMENT	.00	.00	20,200.00	20,200.00

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
14-00-5120	SCHOOLS, DUES AND SEMINARS	.00	.00	1,000.00	1,000.00
14-00-5130	TREES AND PLANTINGS	2,649.30	2,649.30	16,000.00	13,350.70
14-00-5135	PROPERTY INSURANCE	.00	20,539.99	25,000.00	4,460.01
14-00-5140	TRAVEL OR MILEAGE	.00	.00	500.00	500.00
14-00-5145	REPAIR & MAINT. SERVICES	.00	21,792.62	59,000.00	37,207.38
14-00-5146	EQUIPMENT MAINTENANCE	.00	173.97	3,500.00	3,326.03
14-00-5147	VEHICLE MAINTENANCE	38.90	329.81	1,000.00	670.19
14-00-5149	REFUNDS	25.00	25.00	1,000.00	975.00
14-00-5150	OTHER MISC. OBJECTS	.00	.00	.00	.00
14-00-5160	DONATION EXPENSES	1,362.15	1,362.15	1,000.00	362.15-
14-00-5175	CAPITAL IMPROVEMENT-REAL PRPTY	.00	.00	70,000.00	70,000.00
14-90-5011	TRANSFER TO CITY SALES TAX	.00	.00	.00	.00
14-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
14-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
14-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
14-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
14-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
14-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
14-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
14-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
	TOTAL EXPENSES	16,470.97	100,829.94	541,664.00	440,834.06
	PARK TOTAL	11,929.69-	171,391.12	462,664.00-	634,055.12-

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
15-00-4161	INTEREST-MMA	2,765.68	8,016.23	.00	8,016.23-
15-00-4199	ARPA PROCEEDS	.00	.00	.00	.00
	TOTAL REVENUE	2,765.68	8,016.23	.00	8,016.23-
15-00-5141	ARPA EXPENSES	.00	.00	721,225.00	721,225.00
	TOTAL EXPENSES	.00	.00	721,225.00	721,225.00
	ARPA TOTAL	2,765.68	8,016.23	721,225.00-	729,241.23-

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
16-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
16-00-4091	COVID-19 CARE FUNDS	.00	.00	.00	.00
16-00-4100	EQUIPMENT SOLD	.00	8.00	.00	8.00-
16-00-4105	GRANTS	.00	.00	.00	.00
16-00-4110	INSURANCE ADJUSTMENTS	2,615.53	2,615.53	.00	2,615.53-
16-00-4135	REIMBURSEMENT-MAT'LS/SERVICES	.00	.00	.00	.00
16-00-4155	GIFTS OR DONATIONS	.00	.00	.00	.00
16-00-4160	RURAL FIRE DEPARTMENT	14,562.50	38,437.50	153,750.00	115,312.50
16-00-4161	INTEREST-MMA	445.45	1,432.37	.00	1,432.37-
16-00-4165	INTEREST/FIRE-RESCUE	.00	.00	.00	.00
16-90-4010	TRANSFER FROM GENERAL	.00	153,750.00	153,750.00	.00
16-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
16-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
16-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
16-90-4018	TRANSFER FROM FIRE EQUIPMENT	.00	.00	.00	.00
16-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
16-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
16-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
16-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
16-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
	TOTAL REVENUE	17,623.48	196,243.40	307,500.00	111,256.60
16-00-5003	OFFICER REIMBURSEMENT	.00	.00	10,800.00	10,800.00
16-00-5017	LIFE INSURANCE	.00	2,240.60	3,500.00	1,259.40
16-00-5019	WORKER'S COMP INSURANCE	.00	1,389.00	5,000.00	3,611.00
16-00-5045	CUSTODIAL SERVICE	.00	.00	.00	.00
16-00-5050	LEGAL SERVICES	.00	.00	.00	.00
16-00-5055	CONTRACTED OR SECURED SERVICES	23,716.46	25,216.46	57,400.00	32,183.54
16-00-5056	ENARSIS ADMIN	.00	.00	20,000.00	20,000.00
16-00-5060	OTHER PROF.& TECH SERVICE	71.48	3,091.52	11,000.00	7,908.48
16-00-5065	NATURAL GAS	.00	291.06	6,000.00	5,708.94
16-00-5070	ELECTRICITY	152.10	744.47	3,500.00	2,755.53
16-00-5073	GAS & OIL	539.00	1,633.01	8,000.00	6,366.99
16-00-5075	GARBAGE SERVICE	19.28	77.12	300.00	222.88
16-00-5080	RENTALS OR LEASES	.00	.00	.00	.00
16-00-5085	POSTAGE	.00	.00	.00	.00
16-00-5090	TELEPHONE	371.32	1,121.52	4,000.00	2,878.48
16-00-5095	ADVERTISING AND PRINTING	.00	828.59	1,000.00	171.41
16-00-5100	SUPPLIES	59.88	1,452.81	8,000.00	6,547.19
16-00-5101	FIRE OPERATION SUPPLIES	.00	569.90	20,000.00	19,430.10
16-00-5102	MEDICAL SUPPLIES	660.39	3,981.66	15,000.00	11,018.34
16-00-5103	FD BUNKER GEAR	20.15-	250.00	5,500.00	5,250.00
16-00-5110	FURNITURE AND EQUIPMENT	.00	.00	.00	.00
16-00-5112	COMMUNICATION GEAR	.00	.00	10,000.00	10,000.00
16-00-5115	LICENSE FEES	.00	.00	500.00	500.00
16-00-5120	SCHOOL, DUES AND SEMINARS	.00	.00	20,000.00	20,000.00
16-00-5135	PROPERTY INSURANCE	20,483.00	20,483.00	25,000.00	4,517.00
16-00-5140	TRAVEL OR MILEAGE	.00	.00	3,500.00	3,500.00
16-00-5141	SERVICE FEES	.00	.00	.00	.00
16-00-5142	VEHICLE MILEAGE REIMBURSE	.00	.00	20,000.00	20,000.00

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
16-00-5145	BUILDING REPAIR & MAINTENANCE	.00	207.64	30,000.00	29,792.36
16-00-5146	EQUIPMENT-REPAIR & MAINTENANCE	.00	.00	12,500.00	12,500.00
16-00-5147	VEHICLE REPAIR & MAINTENANCE	2,097.62	4,234.82	10,000.00	5,765.18
16-00-5148	COMMUNICATION REPAIR	.00	.00	2,500.00	2,500.00
16-00-5149	REFUNDS	.00	.00	.00	.00
16-00-5150	OTHER MISC. OBJECTS	.00	.00	3,000.00	3,000.00
16-00-5180	INNOCULATIONS	.00	.00	.00	.00
16-00-5225	DONATION FUND-EXPENSES	.00	.00	.00	.00
16-00-5230	VOID!! USE FUND 18 ACCTS	.00	.00	.00	.00
16-00-5231	FEH: FIRE SERVICE CALLS	.00	.00	.00	.00
16-00-5555	UNIFORMS	.00	.00	2,500.00	2,500.00
16-90-5010	TRANSFER TO GENERAL	780.00	2,340.00	.00	2,340.00-
16-90-5011	TRANSFER TO SALES TAX	.00	.00	.00	.00
16-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
16-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
16-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
16-90-5017	TRANSFER TO FIRE DONATION	.00	.00	.00	.00
16-90-5018	TRANSFER TO FIRE EQUIPMENT	.00	.00	.00	.00
16-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
16-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
16-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
16-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
16-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
	TOTAL EXPENSES	48,930.38	70,153.18	318,500.00	248,346.82
	FIRE DEPARTMENT TOTAL	31,306.90-	126,090.22	11,000.00-	137,090.22-

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
17-00-4065	BURN PERMITS	90.00	180.00	500.00	320.00
17-00-4105	GRANTS	.00	.00	.00	.00
17-00-4155	GIFTS OR DONATIONS	3,615.29	5,374.30	8,000.00	2,625.70
17-00-4162	INTEREST-NE CLASS	173.44	511.57	.00	511.57-
17-00-4165	INTEREST FIRE DONATION	.00	.00	.00	.00
17-00-4166	INTEREST	1.75	4.84	.00	4.84-
17-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
17-90-4018	TRANSFER FROM FIRE EQUIP	.00	.00	.00	.00
	TOTAL REVENUE	3,880.48	6,070.71	8,500.00	2,429.29
17-00-5035	CLOTHING ALLOWANCE	.00	.00	2,500.00	2,500.00
17-00-5100	SUPPLIES	2,131.91	3,808.94	3,500.00	308.94-
17-00-5150	OTHER MISC EXPENSES	406.60	406.61	.00	406.61-
17-00-5175	CAPITAL EQUIPMENT	.00	.00	37,000.00	37,000.00
17-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
17-90-5018	TRANSFERS TO FIRE EQUIPMENT	.00	.00	.00	.00
	TOTAL EXPENSES	2,538.51	4,215.55	43,000.00	38,784.45
	FIRE DONATION TOTAL	1,341.97	1,855.16	34,500.00-	36,355.16-

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
18-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
18-00-4091	COVID-19 Care funds	.00	.00	.00	.00
18-00-4105	GRANTS	.00	.00	.00	.00
18-00-4135	REIMBURSEMENT	.00	.00	.00	.00
18-00-4150	FEH: FIRE SERVICE CALLS	.00	.00	5,000.00	5,000.00
18-00-4151	EMS: RESCUE SERVICE CALLS	14,429.10	19,704.94	50,000.00	30,295.06
18-00-4160	RURAL FIRE DEPARTMENT	.00	.00	.00	.00
18-00-4161	INTEREST-MMA	47.75	138.41	.00	138.41-
18-00-4162	INTEREST-NE CLASS	1,467.29	4,327.89	.00	4,327.89-
18-00-4165	INTEREST - FIRE EQUIPMENT	.00	.00	.00	.00
18-00-4166	INTEREST	11.66	30.82	.00	30.82-
18-90-4016	TRANSFER FROM FIRE	.00	.00	.00	.00
18-90-4029	TRANSFER FROM KENO	.00	.00	.00	.00
	TOTAL REVENUE	15,955.80	24,202.06	55,000.00	30,797.94
18-00-5055	CONTRACT/SECURED SERVICES	.00	.00	.00	.00
18-00-5060	OTHER PROF/TECH SERVICE	.00	.00	.00	.00
18-00-5100	SUPPLIES	.00	.00	120,000.00	120,000.00
18-00-5103	FD BUNKER GEAR	.00	.00	77,000.00	77,000.00
18-00-5110	FURNITURE & EQUIPMENT	245.65	942.66	180,000.00	179,057.34
18-00-5147	VEHICLE MAINT	.00	.00	.00	.00
18-00-5149	REFUNDS	.00	.00	.00	.00
18-00-5175	CAPITAL EQUIPMENT	.00	.00	.00	.00
18-00-5230	VOID!! USE STANDARD ACCTS	.00	.00	.00	.00
18-00-5231	FEH - FEES	.00	.00	2,000.00	2,000.00
18-00-5232	EMS - FEES	494.79	1,655.46	15,000.00	13,344.54
18-90-5016	TRANSFER TO FD OPERATIONS	.00	.00	.00	.00
18-90-5017	TRANSFER TO DONATIONS	.00	.00	.00	.00
	TOTAL EXPENSES	740.44	2,598.12	394,000.00	391,401.88
	FIRE EQUIPMENT TOTAL	15,215.36	21,603.94	339,000.00-	360,603.94-

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
19-00-4065	FEES & PERMITS	3,749.00	18,463.11	60,000.00	41,536.89
19-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
19-00-4106	DEVELOPER:STREET TREES	.00	.00	.00	.00
19-00-4161	INTEREST-MMA	738.85	2,141.54	.00	2,141.54-
19-00-4200	PERMIT DEPOSITS	.00	4,000.00	10,000.00	6,000.00
19-00-4205	DEVELOPER CONTRIBUTIONS	.00	.00	80,000.00	80,000.00
19-00-4405	INFRASTRUCTURE FEE	.00	5,137.00	50,000.00	44,863.00
19-90-4010	TRANSFER FROM GENERAL	.00	125,000.00	125,000.00	.00
	TOTAL REVENUE	4,487.85	154,741.65	325,000.00	170,258.35
19-00-5000	SALARIES - REGULAR	7,374.80	25,427.92	96,921.00	71,493.08
19-00-5001	SALARIES - PART TIME	.00	.00	20,000.00	20,000.00
19-00-5002	SALARIES - OVERTIME	.00	.00	.00	.00
19-00-5009	SS/MED - CITY SHARE	563.06	1,938.68	8,944.00	7,005.32
19-00-5015	HEALTH INSURANCE	1,635.45	6,457.74	21,052.00	14,594.26
19-00-5030	RETIREMENT	405.62	1,398.55	4,884.00	3,485.45
19-00-5035	CLOTHING	.00	.00	250.00	250.00
19-00-5050	LEGAL SERVICES	1,444.00	2,184.00	.00	2,184.00-
19-00-5060	OTHER PROF & TECH SERVICE	3,500.00	3,500.00	50,000.00	46,500.00
19-00-5073	GAS & OIL	61.33	139.87	1,000.00	860.13
19-00-5090	TELEPHONE	96.29	288.89	1,500.00	1,211.11
19-00-5095	ADVERTISING AND PRINTING	154.70	186.61	500.00	313.39
19-00-5100	SUPPLIES	.00	21.99	500.00	478.01
19-00-5110	FURNITURE & EQUIPMENT	.00	.00	.00	.00
19-00-5120	SCHOOL, DUES & SEMINARS	.00	120.00	3,000.00	2,880.00
19-00-5135	INSURANCE	.00	693.77	1,000.00	306.23
19-00-5140	TRAVEL & MILEAGE	.00	.00	1,000.00	1,000.00
19-00-5145	REPAIR & MAINT SERVICES	.00	.00	.00	.00
19-00-5146	EQUIPMENT MAINT	.00	.00	.00	.00
19-00-5147	VEHICLE MAINT	.00	.00	500.00	500.00
19-00-5150	OTHER MISC.OBJECTS	.00	.00	.00	.00
19-00-5151	OTHER-STREET TREES	375.00	375.00	25,000.00	24,625.00
19-00-5201	DEPOSITS REFUNDED	10,580.00	13,730.00	35,000.00	21,270.00
19-00-5205	CONSULTANTS	.00	.00	80,000.00	80,000.00
	TOTAL EXPENSES	26,190.25	56,463.02	351,051.00	294,587.98
	BUILDING & ZONING TOTAL	21,702.40-	98,278.63	26,051.00-	124,329.63-

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
20-00-4050	SALES TAX	1,143.78	4,085.32	15,000.00	10,914.68
20-00-4071	CITY FINES	.00	.00	.00	.00
20-00-4090	OTHER LOCAL REV RECEIPTS	.00	40.00	.00	40.00-
20-00-4095	LABOR & MATERIALS SOLD - WATER	7,245.00	9,379.00	20,000.00	10,621.00
20-00-4105	GRANTS	.00	.00	.00	.00
20-00-4110	INSURANCE ADJUSTMENTS	.00	.00	.00	.00
20-00-4130	SALE OF BONDS - WATER	.00	.00	1,800,000.00	1,800,000.00
20-00-4161	INTEREST-MMA	6,003.19	18,071.02	.00	18,071.02-
20-00-4165	INTEREST/WATER	.00	.00	.00	.00
20-00-4175	CONTRIBUTION INCOME	.00	.00	.00	.00
20-00-4200	INSURANCE PROCEEDS	.00	.00	.00	.00
20-00-4220	SCRAP SALES	.00	.00	.00	.00
20-00-4300	UTILITY SERVICE CHARGE-WATER	56,309.81	195,658.84	650,000.00	454,341.16
20-00-4305	SALE OF WATER	19.10	189.48	.00	189.48-
20-00-4400	DEPOSITS RECEIVED	.00	.00	.00	.00
20-00-4405	INFRASTRUCTURE FEE	.00	308.22	.00	308.22-
20-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
20-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
20-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
20-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
20-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
20-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
20-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
20-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
	TOTAL REVENUE	70,720.88	227,731.88	2,485,000.00	2,257,268.12
20-00-5000	REGULAR SALARIES	13,410.57	46,678.46	177,410.00	130,731.54
20-00-5002	OVERTIME SALARIES	405.51	1,430.14	6,328.00	4,897.86
20-00-5006	SUB OR TEMP SALARIES	.00	617.06	.00	617.06-
20-00-5009	SOCIAL SECURITY	1,058.74	3,699.66	14,012.00	10,312.34
20-00-5015	HEALTH INSURANCE	4,242.60	16,819.95	56,000.00	39,180.05
20-00-5019	WORKER'S COMP INSURANCE	.00	1,608.73	1,500.00	108.73-
20-00-5030	RETIREMENT	766.25	2,638.45	10,170.00	7,531.55
20-00-5035	CLOTHING	.00	.00	500.00	500.00
20-00-5050	LABORATORY SERVICES	.00	.00	.00	.00
20-00-5055	CONTRACTED OR SECURED SERVICES	.00	.00	3,000.00	3,000.00
20-00-5056	GRANT EXPENDITURES	.00	.00	.00	.00
20-00-5060	OTHER PROF. & TECH SERVICE	3,007.50	4,148.25	180,000.00	175,851.75
20-00-5061	SPECIAL PROF & TECH SERVICES	.00	.00	.00	.00
20-00-5065	SPECIAL PROF & TECH SERVICES	.00	.00	.00	.00
20-00-5070	ELECTRICITY	2,273.75	7,701.29	40,000.00	32,298.71
20-00-5073	GAS AND OIL	130.57	833.41	3,000.00	2,166.59
20-00-5080	RENTALS OR LEASES	.00	379.14	1,000.00	620.86
20-00-5085	POSTAGE	148.27	450.46	3,500.00	3,049.54
20-00-5090	TELEPHONE	152.34	457.06	2,000.00	1,542.94
20-00-5095	ADVERTISING AND PRINTING	.00	91.64	2,000.00	1,908.36
20-00-5100	SUPPLIES	7,721.66	16,657.08	50,000.00	33,342.92
20-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
20-00-5110	FURNITURE AND EQUIPMENT	3,250.00	3,250.00	12,000.00	8,750.00
20-00-5120	SCHOOL, DUES AND SEMINARS	230.00	568.75	3,000.00	2,431.25

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
20-00-5125	SALES TAX-WATER	967.26	2,956.32	12,000.00	9,043.68
20-00-5135	PROPERTY INSURANCE	.00	11,311.39	13,000.00	1,688.61
20-00-5140	TRAVEL OR MILEAGE	.00	17.10	1,000.00	982.90
20-00-5141	SERVICE FEES	200.00	200.00	400.00	200.00
20-00-5144	REPAIR & MAIN. - BLDG	.00	.00	5,000.00	5,000.00
20-00-5145	REPAIR & MAINT. SERVICES	435.53	7,200.50	35,000.00	27,799.50
20-00-5146	EQUIPMENT MAINTENANCE	.00	.00	140,000.00	140,000.00
20-00-5147	VEHICLE MAINTENANCE	.00	.00	1,000.00	1,000.00
20-00-5150	OTHER MISC. OBJECTS	.00	.00	.00	.00
20-00-5175	CAPITAL IMPROVEMENT-REAL PRPTY	8,987.50	33,812.50	2,315,000.00	2,281,187.50
20-00-5180	2021 NDEE PRINCIPAL PAYMENT	.00	.00	.00	.00
20-00-5181	NDEE INTEREST PAYMENT	.00	.00	.00	.00
20-00-5182	2021 GO WATER PRINCIPAL	120,000.00	120,000.00	120,000.00	.00
20-00-5183	2021 GO WATER INTEREST	8,241.25	8,241.25	16,212.50	7,971.25
20-00-5201	REFUNDS	.00	.00	.00	.00
20-00-5210	METER AND READOUT PURCHASE	.00	32,898.91	140,000.00	107,101.09
20-00-5220	DEPRECIATION EXPENSE	.00	.00	.00	.00
20-00-5235	LABORATORY SERVICES	.00	1,346.00	5,000.00	3,654.00
20-00-5304	BOND NOTES	.00	.00	.00	.00
20-00-5305	INTEREST EXPENSE	.00	.00	.00	.00
20-00-5382	2021 GO WTR REF PRINCIPAL	.00	.00	.00	.00
20-00-5383	2021 GO WTR REF INTEREST	.00	.00	.00	.00
20-00-5400	DEPOSITS REFUNDED	.00	.00	.00	.00
20-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
20-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
20-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
20-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
20-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
20-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
20-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
20-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
	TOTAL EXPENSES	175,629.30	326,013.50	3,369,032.50	3,043,019.00
	WATER TOTAL	104,908.42-	98,281.62-	884,032.50-	785,750.88-

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
21-00-4050	SALES TAX	8,577.52	26,078.45	80,000.00	53,921.55
21-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
21-00-4095	LABOR & MATERIALS SOLD - SEWER	.00	.00	.00	.00
21-00-4105	GRANTS	.00	.00	.00	.00
21-00-4110	INSURANCE ADJUSTMENTS	.00	.00	.00	.00
21-00-4130	SALE OF BONDS - SEWER	.00	.00	.00	.00
21-00-4161	INTEREST-MMA	8,724.91	26,835.64	.00	26,835.64-
21-00-4163	INTEREST-CD'S HORIZON	12,228.90	22,858.23	.00	22,858.23-
21-00-4164	INTEREST-CD'S FSB	.00	4,378.72	.00	4,378.72-
21-00-4175	CONTRIBUTION INCOME	.00	.00	.00	.00
21-00-4180	INTEREST INCOME	.00	.00	.00	.00
21-00-4220	SCRAP SALES	.00	.00	.00	.00
21-00-4300	UTILITY SERVICE CHARGE-SEWER	123,027.58	377,577.08	1,100,000.00	722,422.92
21-00-4405	INFRASTRUCTURE FEE	.00	410.96	.00	410.96-
21-90-4011	TRANSFER FROM SALES TAX	.00	.00	.00	.00
21-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
21-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
21-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
21-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
21-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
21-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
21-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
21-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
	TOTAL REVENUE	152,558.91	458,139.08	1,180,000.00	721,860.92
21-00-5000	REGULAR SALARIES	9,663.84	32,723.05	144,000.00	111,276.95
21-00-5002	OVERTIME SALARIES	346.74	1,676.07	4,859.00	3,182.93
21-00-5006	SUB OR TEMP SALARIES	.00	713.87	2,571.00	1,857.13
21-00-5009	SOCIAL SECURITY	754.17	2,650.56	10,283.00	7,632.44
21-00-5015	HEALTH INSURANCE	2,419.47	9,532.05	38,000.00	28,467.95
21-00-5019	WORKER'S COMP INSURANCE	.00	782.93	1,000.00	217.07
21-00-5030	RETIREMENT	543.78	1,850.94	7,289.00	5,438.06
21-00-5035	CLOTHING	.00	14.99	250.00	235.01
21-00-5045	CUSTODIAL SERVICE	.00	.00	.00	.00
21-00-5050	LABORATORY SERVICES	964.91	2,239.64	6,000.00	3,760.36
21-00-5060	OTHER PROF. & TECH SERVICE	.00	200.00	1,000.00	800.00
21-00-5065	NATURAL GAS	815.92	815.92	5,000.00	4,184.08
21-00-5070	ELECTRICITY	7,083.93	21,186.92	85,000.00	63,813.08
21-00-5073	GAS AND OIL	50.95	436.41	5,000.00	4,563.59
21-00-5075	GARBAGE SERVICE	154.22	616.88	2,000.00	1,383.12
21-00-5080	RENTALS OR LEASES	.00	758.28	1,000.00	241.72
21-00-5085	POSTAGE	148.27	450.47	3,500.00	3,049.53
21-00-5090	TELEPHONE	237.29	711.93	3,000.00	2,288.07
21-00-5095	ADVERTISING AND PRINTING	.00	.00	1,000.00	1,000.00
21-00-5100	SUPPLIES	1,349.30	4,745.41	25,000.00	20,254.59
21-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
21-00-5110	FURNITURE AND EQUIPMENT	3,250.00	98,360.39	535,500.00	437,139.61
21-00-5120	SCHOOL, DUES AND SEMINARS	.00	95.00	1,500.00	1,405.00
21-00-5125	SALES TAX-SEWER	8,568.15	25,833.10	95,000.00	69,166.90
21-00-5135	PROPERTY INSURANCE	.00	15,168.80	15,000.00	168.80-

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
21-00-5140	TRAVEL OR MILEAGE	.00	71.94	500.00	428.06
21-00-5141	SERVICE FEES	400.00	400.00	800.00	400.00
21-00-5145	REPAIR & MAINT. SEWER	115.10	273.32	5,000.00	4,726.68
21-00-5146	EQUIPMENT MAINTENANCE	523.52	911.92	20,000.00	19,088.08
21-00-5147	VEHICLE MAINTENANCE	.00	.00	500.00	500.00
21-00-5150	OTHER MISC. OBJECTS	.00	.00	.00	.00
21-00-5151	ADJUSTMENTS	.00	.00	.00	.00
21-00-5152	REPAIR & MAIN - WWTP	.00	.00	.00	.00
21-00-5175	CAPITOL IMPROVEMENTS-SEWER	.00	.00	2,000,000.00	2,000,000.00
21-00-5180	AMORTIZATION EXPENSE	.00	.00	.00	.00
21-00-5220	DEPRECIATION EXPENSE	.00	.00	.00	.00
21-00-5300	DISPOSITION OF EQUIPMENT	.00	.00	.00	.00
21-00-5301	BOND REFINANCE EXPENSES	.00	.00	.00	.00
21-00-5306	PRINCIPAL-2016 COM. UT.REV.REF	.00	.00	.00	.00
21-00-5307	INTEREST-2016 COM.UT.REV.REF.	.00	.00	.00	.00
21-00-5326	2021 CURRB PRINCIPAL	305,000.00	305,000.00	305,000.00	.00
21-00-5327	2021 CURRB INTEREST	10,796.25	10,796.25	20,830.00	10,033.75
21-00-5333	2020 CURR PRINCIPAL	.00	.00	210,000.00	210,000.00
21-00-5334	2020 CURR INTEREST	10,196.25	10,196.25	20,392.50	10,196.25
21-00-5337	PRIN: HOLD 2018 C.U.R. BOND	.00	.00	.00	.00
21-00-5338	INT: 2018 C.U.R. BAN	.00	.00	.00	.00
21-90-5011	TRANSFER TO GENERAL	.00	.00	.00	.00
21-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
21-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
21-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
21-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
21-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
21-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
21-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
21-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
	TOTAL EXPENSES	363,382.06	549,213.29	3,575,774.50	3,026,561.21
	SEWER TOTAL	210,823.15-	91,074.21-	2,395,774.50-	2,304,700.29-

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
22-00-4105	GRANTS	.00	.00	.00	.00
22-00-4130	CDBG GRANT PROCEEDS	.00	.00	540,000.00	540,000.00
22-00-4180	INTEREST INCOME	.00	.00	.00	.00
22-00-4310	TIF REVENUE	.00	.00	.00	.00
	TOTAL REVENUE	----- .00	----- .00	----- 540,000.00	----- 540,000.00
22-00-5050	LEGAL SERVICES	.00	.00	.00	.00
22-00-5100	TIF NOTE DISBURSEMENTS	.00	.00	.00	.00
22-00-5101	DRAW DOWNS	.00	.00	540,000.00	540,000.00
22-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
22-00-5215	TIF NOTE PAYMENTS	.00	.00	.00	.00
	TOTAL EXPENSES	----- .00	----- .00	----- 540,000.00	----- 540,000.00
	CDBG FUND TOTAL	===== .00 =====	===== .00 =====	===== .00 =====	===== .00 =====

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
23-00-4000	COUNTY PROPERTY TAX	1,304.34	8,213.99	925,703.00	917,489.01
23-00-4005	COUNTY MOTOR VEHICLE FEE	.00	.00	.00	.00
23-00-4010	COUNTY MOTOR VEHICLE PRO RATE	.00	241.28	1,000.00	758.72
23-00-4015	PROPERTY TAX CREDIT	.00	.00	.00	.00
23-00-4020	PROPERTY TAX CREDIT	.00	.00	.00	.00
23-00-4023	TRANSFER FROM CO. BOND	.00	.00	.00	.00
23-00-4030	CO. CARLINE	.00	.00	.00	.00
23-00-4037	COUNTY SPECIAL ASSESSMENTS	.00	.00	40,500.00	40,500.00
23-00-4040	COUNTY IN LIEU OF TAX	.00	.00	3,000.00	3,000.00
23-00-4055	COUNTY HOMESTEAD EXEMPTION	.00	.00	.00	.00
23-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
23-00-4130	COUNTY BOND PROCEEDS	.00	.00	.00	.00
23-00-4162	INTEREST-NE CLASS	997.58	4,007.10	.00	4,007.10-
23-00-4165	INT EARNED ON CO. BOND	.00	.00	.00	.00
23-00-4166	INT EARNED ON CO. DEBT FUND	.00	.00	.00	.00
23-00-4167	INTEREST FSB	21.59	43.60	.00	43.60-
23-00-4170	INT EARNED ON BOND NOTE	.00	.00	.00	.00
23-00-4415	AG LAND TAX CREDIT	.00	.00	.00	.00
23-90-4010	TRANSER FROM GENERAL	.00	.00	.00	.00
23-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
23-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
23-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
23-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
23-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
23-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
23-90-4023	TRANSFER FROM CO. BOND	.00	.00	.00	.00
23-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
23-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
23-90-4033	TRANSFER FROM TIF G	.00	.00	.00	.00
23-90-4035	TRANSFER FROM TIF ADMIN W/H	.00	.00	.00	.00
	TOTAL REVENUE	2,323.51	12,505.97	970,203.00	957,697.03
23-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
23-00-5141	SERVICE FEES	735.50	979.50	.00	979.50-
23-00-5316	2007 IMPROVEMENTS	.00	.00	.00	.00
23-00-5325	PRINCIPAL-2016 GO REFG BONDS	.00	.00	.00	.00
23-00-5326	INTEREST-2016 REFG BONDS	.00	.00	.00	.00
23-00-5337	2016 GOVP BOND PRINCIPAL	.00	.00	35,000.00	35,000.00
23-00-5338	2016 GOVP INTEREST	.00	.00	1,995.00	1,995.00
23-00-5339	2020 HAFP BOND PRINCIPAL	55,000.00	55,000.00	55,000.00	.00
23-00-5340	2020 HAFP BOND INTEREST	1,543.75	1,543.75	2,936.25	1,392.50
23-00-5345	CAPITAL OUTLAY-LAWSON PARK	.00	.00	.00	.00
23-00-5347	23-00-5348 PRINCIPAL	.00	.00	130,000.00	130,000.00
23-00-5348	2019 GOVP INTEREST	.00	20,491.25	40,982.50	20,491.25
23-00-5349	2020 GOVP PRINCIPAL	.00	.00	155,000.00	155,000.00
23-00-5350	2020 GOVP BOND INTEREST	12,440.00	12,440.00	24,880.00	12,440.00
23-00-5353	NEW BOND - REFINANCING	.00	.00	.00	.00
23-00-5380	2021 GO SWR PRINCIPAL	.00	.00	225,000.00	225,000.00
23-00-5381	2021 GO SWR INTEREST	6,347.50	6,347.50	12,695.00	6,347.50
23-00-5400	2016 HWY ALLOC PRINCIPAL	80,000.00	80,000.00	80,000.00	.00

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
23-00-5440	2016 HWY ALLOC INTEREST	1,320.00	1,320.00	1,980.00	660.00
23-00-5450	2016 BAN	.00	.00	.00	.00
23-00-5455	INTEREST - 2016 BAN	.00	.00	.00	.00
23-00-5460	2016B BAN INTEREST	.00	.00	.00	.00
23-00-5470	PRIN 2016 BAN	.00	.00	.00	.00
23-00-5480	2016 VARIOUS PURPOSE	.00	.00	.00	.00
23-00-5490	INTEREST - 2018 BAN	.00	.00	.00	.00
23-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
23-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
23-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
23-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
23-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
23-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
23-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
23-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
23-90-5035	TRANSFER TO TIF ADMIN FUNDS	.00	.00	.00	.00
	TOTAL EXPENSES	157,386.75	178,122.00	765,468.75	587,346.75
	DEBT SERVICE TOTAL	155,063.24-	165,616.03-	204,734.25	370,350.28

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
24-00-4180	INTEREST INCOME	10.68	33.51	.00	33.51-
24-00-4310	TIF REVENUES	.00	.00	120,000.00	120,000.00
	TOTAL REVENUE	----- 10.68	----- 33.51	----- 120,000.00	----- 119,966.49
24-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
24-00-5150	REAL ESTATE TAX REFUND	.00	.00	.00	.00
24-00-5214	TIF COUNTY REIMBURSEMENT	.00	.00	.00	.00
24-00-5215	TIF NOTE PAYMENTS	89,607.24	89,607.24	120,000.00	30,392.76
24-90-5025	TRANSFER TO TIF B	.00	.00	.00	.00
24-90-5033	TRANSFER TO TIF G	.00	.00	.00	.00
24-90-5035	TRANSFER TO ADMIN W/H	.00	.00	.00	.00
	TOTAL EXPENSES	----- 89,607.24	----- 89,607.24	----- 120,000.00	----- 30,392.76
	TIF H: TSC DISTR CENTER TOTAL	=====	=====	=====	=====
		89,596.56-	89,573.73-	.00	89,573.73
		=====	=====	=====	=====

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
25-00-4180	INTEREST INCOME	.01	.03	.00	.03-
25-00-4310	TIF REVENUES	.00	.00	37,000.00	37,000.00
25-90-4024	TRANSFER FROM TIF A	.00	.00	.00	.00
	TOTAL REVENUE	----- .01	----- .03	----- 37,000.00	----- 36,999.97
25-00-5150	REAL ESTATE TAX REFUND	.00	.00	.00	.00
25-00-5214	TIF COUNTY REIMBURSEMENT	.00	.00	.00	.00
25-00-5215	TIF NOTE PAYMENTS	40.38	40.38	37,000.00	36,959.62
25-90-5035	TRANSFER TO ADMIN W/H	.00	.00	.00	.00
	TOTAL EXPENSES	----- 40.38	----- 40.38	----- 37,000.00	----- 36,959.62
	TIF I: TSC RETAIL STORE TOTAL	===== 40.37- =====	===== 40.35- =====	===== .00 =====	===== 40.35 =====

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
26-00-4180	INTEREST INCOME	.00	.00	.00	.00
26-00-4310	TIF REVENUE	.00	.00	.00	.00
26-90-4035	TRANS FROM TIF ADMIN	.00	.00	.00	.00
	TOTAL REVENUE	----- .00	----- .00	----- .00	----- .00
26-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
26-00-5215	TIF NOTE PAYMENT	.00	.00	.00	.00
26-90-5035	TRANSFER TO TIF ADMIN FUNDS	.00	.00	.00	.00
	TOTAL EXPENSES	----- .00	----- .00	----- .00	----- .00
	TIF C: MBA POULTRY A TOTAL	===== .00 =====	===== .00 =====	===== .00 =====	===== .00 =====

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
27-00-4180	INTEREST INCOME	.00	.00	.00	.00
27-00-4310	TIF REVENUE	.00	.00	.00	.00
27-90-4035	TRANS FROM TIF ADMIN	.00	.00	.00	.00
	TOTAL REVENUE	----- .00	----- .00	----- .00	----- .00
27-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
27-00-5215	TIF NOTE PAYMENTS	.00	.00	.00	.00
27-90-5035	TRANSFER TO TIF ADMIN	.00	.00	.00	.00
	TOTAL EXPENSES	----- .00	----- .00	----- .00	----- .00
	TIF D: MBA POULTRY B TOTAL	===== .00 =====	===== .00 =====	===== .00 =====	===== .00 =====

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
28-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
28-00-4105	GRANTS	.00	.00	.00	.00
28-00-4110	INSURANCE ADJUSTMENTS	.00	.00	.00	.00
28-00-4155	GIFTS OR DONATIONS	.00	.00	.00	.00
28-00-4161	INTEREST-MMA	81.37	235.86	.00	235.86-
28-00-4164	INTEREST-CD'S FSB	.00	675.22	.00	675.22-
28-00-4167	INTEREST FSB	.00	19.77	.00	19.77-
28-00-4180	INTEREST/CEMETERY FUNDS	17.97	36.53	.00	36.53-
28-00-4185	CEMETERY RECEIPTS	3,160.00	25,400.00	5,000.00	20,400.00-
28-90-4010	TRANSFER FROM GENERAL	.00	41,000.00	.00	41,000.00-
28-90-4011	TRANSFER FROM SALES TAX	.00	.00	.00	.00
28-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
28-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
28-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
28-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
28-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
28-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
28-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
28-90-4028	TRANSFER IN - CEMETERY	.00	.00	.00	.00
28-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
	TOTAL REVENUE	3,259.34	67,367.38	5,000.00	62,367.38-
28-00-5000	REGULAR SALARIES	2,112.11	7,263.77	40,000.00	32,736.23
28-00-5002	OVERTIME SALARY	.00	.00	.00	.00
28-00-5006	SUB AND TEMP SALARIES	.00	574.58	2,712.00	2,137.42
28-00-5009	SOCIAL SECURITY	160.32	592.38	2,486.00	1,893.62
28-00-5015	HEALTH INSURANCE	1,165.19	4,577.83	19,000.00	14,422.17
28-00-5030	RETIREMENT	116.16	399.49	1,695.00	1,295.51
28-00-5070	ELECTRICTY	.00	.00	500.00	500.00
28-00-5073	GAS AND OIL	.00	199.68	1,000.00	800.32
28-00-5080	RENTALS & LEASES	.00	.00	1,000.00	1,000.00
28-00-5100	SUPPLIES	.00	.00	2,000.00	2,000.00
28-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
28-00-5110	FURNITURE AND EQUIPMENT	3,250.00	3,250.00	.00	3,250.00-
28-00-5135	PROPERTY INSURANCE	29.23	640.51	500.00	140.51-
28-00-5141	SERVICE FEES	.00	.00	.00	.00
28-00-5145	REPAIR AND MAINTENANCE	165.00	2,690.00	3,000.00	310.00
28-00-5146	EQUIPMENT MAINTENANCE	.00	39.10	500.00	460.90
28-00-5150	OTHER MISC OBJECTS	.00	.00	.00	.00
28-00-5175	CAPITAL IMPROVEMENT-REAL PRPTY	.00	.00	.00	.00
28-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
28-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
28-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
28-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
28-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
28-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
28-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
28-90-5028	TRANSFER OUT - CEMETERY	.00	.00	.00	.00
28-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL EXPENSES	6,998.01	20,227.34	74,393.00	54,165.66
	CEMETERY TOTAL	3,738.67-	47,140.04	69,393.00-	116,533.04-

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
29-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
29-00-4130	Bond Proceeds	.00	.00	.00	.00
29-00-4162	INTEREST-NE CLASS	2,183.10	3,872.66	.00	3,872.66-
29-00-4165	INTEREST CD PINNACLE	.00	1,818.53	1,000.00	818.53-
29-00-4166	INTEREST	10.28	177.79	.00	177.79-
29-00-4167	INTEREST FSB	121.69	381.20	.00	381.20-
29-00-4193	KENO OPERATING RECEIPTS	66,871.16	184,977.62	1,000,000.00	815,022.38
29-00-4195	KENO - CITY COMMISIONS	9,360.90	42,224.73	200,000.00	157,775.27
29-00-4200	MISC INCOME	.00	.00	5,000.00	5,000.00
29-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
29-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
29-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
29-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
29-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
29-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
29-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
29-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
29-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
29-90-4033	TRANSFER FROM TIF G	.00	349,160.79	.00	349,160.79-
	TOTAL REVENUE	78,547.13	582,613.32	1,206,000.00	623,386.68
29-00-5010	Transfers to General	.00	.00	.00	.00
29-00-5040	CO TREASURER & OTHER FEES	.00	.00	.00	.00
29-00-5050	ATTORNEY FEES	.00	.00	.00	.00
29-00-5060	AUDIT FEES	.00	.00	10,000.00	10,000.00
29-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
29-00-5115	LICENSE FEES	.00	.00	.00	.00
29-00-5141	SERVICE FEES	.00	.00	400.00	400.00
29-00-5175	CAPITAL OUTLAY	.00	.00	.00	.00
29-00-5195	STATE TAX	.00	12,733.00	70,000.00	57,267.00
29-00-5200	KENO EXPENSES-OPERATING ACCT	56,232.18	182,896.76	1,200,000.00	1,017,103.24
29-00-5205	PRIZE FUND	.00	.00	75,000.00	75,000.00
29-00-5333	2020 COP PRINCIPAL PAYMNT	.00	.00	95,000.00	95,000.00
29-00-5334	2020 COP INTEREST PAYMNT	.00	.00	7,255.00	7,255.00
29-90-5010	TRANSFER TO GENERAL	.00	.00	.00	.00
29-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
29-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
29-90-5014	TRANSFER TO PARK	.00	260,000.00	260,000.00	.00
29-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
29-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
29-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
29-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
29-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
29-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
29-90-5033	TRANSFER TO TIF G	.00	349,160.79	.00	349,160.79-
	TOTAL EXPENSES	56,232.18	804,790.55	1,717,655.00	912,864.45
	LOTTERY TOTAL	22,314.95	222,177.23-	511,655.00-	289,477.77-

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
30-00-4130	TIF NOTE PROCEEDS	.00	.00	.00	.00
30-00-4180	INTEREST INCOME	2.40	5.77	.00	5.77-
30-00-4310	TIF REVENUE	22,633.83	22,633.83	85,000.00	62,366.17
30-90-4035	TRANSFER FROM TIF ADMIN	.00	.00	.00	.00
	TOTAL REVENUE	22,636.23	22,639.60	85,000.00	62,360.40
30-00-5040	COUNTY TREASURER & OTHER FEES	.00	.00	.00	.00
30-00-5050	LEGAL SERVICES	.00	.00	.00	.00
30-00-5100	TIF NOTE DISBURSEMENTS	.00	.00	.00	.00
30-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
30-00-5215	TIF NOTE PAYMENTS	42,509.55	42,509.55	85,000.00	42,490.45
30-90-5010	TRANSFER TO GENERAL FUND	.00	.00	.00	.00
30-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
	TOTAL EXPENSES	42,509.55	42,509.55	85,000.00	42,490.45
	TIF E: WATTS ELECTRIC TOTAL	19,873.32-	19,869.95-	.00	19,869.95

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
31-00-5215	TIF NOTE PAYMENTS	.00	.00	.00	.00
31-90-5010	TRANSFER TO GENERAL	.00	.00	.00	.00
	TOTAL EXPENSES	----- .00	----- .00	----- .00	----- .00
	PAYROLL TOTAL	===== .00 =====	===== .00 =====	===== .00 =====	===== .00 =====

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
32-00-4130	TIF F NOTE PROCEEDS	.00	.00	.00	.00
32-00-4180	INTEREST INCOME	1.99	6.78	.00	6.78-
32-00-4310	TIF F REVENUE	.00	.00	54,000.00	54,000.00
	TOTAL REVENUE	1.99	6.78	54,000.00	53,993.22
32-00-5012	TRANSFER TO STREETS	.00	.00	.00	.00
32-00-5050	LEGAL SERVICES	.00	.00	.00	.00
32-00-5100	TIF F NOTE DISBURSEMENT	.00	.00	.00	.00
32-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
32-00-5215	TIF F NOTE PAYMENTS	11,420.39	11,420.39	54,000.00	42,579.61
	TOTAL EXPENSES	11,420.39	11,420.39	54,000.00	42,579.61
	TIF F: KAMTERTER TOTAL	11,418.40-	11,413.61-	.00	11,413.61

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
33-00-4130	TIF G NOTE PROCEEDS	.00	.00	.00	.00
33-00-4162	INTEREST-NE CLASS	3,992.39	11,745.54	.00	11,745.54-
33-00-4180	INTEREST INCOME- TIF G	2.60	472.98	.00	472.98-
33-00-4310	TIF G REVENUE	1,090.07	1,722.70	170,000.00	168,277.30
33-90-4011	TRANSFER FROM SALES TAX	.00	.00	.00	.00
33-90-4024	TRANSFER FROM TIF H	.00	.00	.00	.00
33-90-4029	TRANSFER FROM LOTTERY	.00	349,160.79	.00	349,160.79-
	TOTAL REVENUE	5,085.06	363,102.01	170,000.00	193,102.01-
33-00-5050	LEGAL SERVICES-TIF G	.00	.00	.00	.00
33-00-5100	TIF G NOTE DISBURSEMENT	.00	.00	5,000,000.00	5,000,000.00
33-00-5102	OPERATION SUPPLIES- TIF G	.00	.00	.00	.00
33-00-5141	SERVICE FEES	24.00	54.00	.00	54.00-
33-00-5215	TIF G NOTE PAYMENTS	5,500.00	5,500.00	11,000.00	5,500.00
33-00-5343	PRINCIPAL-TIF G	.00	.00	.00	.00
33-00-5344	INTEREST-TIF G	.00	.00	.00	.00
33-90-5023	TRANSFER OUT	.00	.00	.00	.00
33-90-5029	TRANSFER TO LOTTERY	.00	349,160.79	.00	349,160.79-
	TOTAL EXPENSES	5,524.00	354,714.79	5,011,000.00	4,656,285.21
	TIF G; BUCKET B AREA TOTAL	438.94-	8,387.22	4,841,000.00-	4,849,387.22-

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
34-00-4130	TIF J NOTE PROCEEDS	.00	.00	.00	.00
34-00-4180	INTEREST INCOME - TIF J	.07	.28	.00	.28-
34-00-4310	TIF J REVENUE	636.69	4,116.12	12,000.00	7,883.88
	TOTAL REVENUE	636.76	4,116.40	12,000.00	7,883.60
34-00-5050	LEGAL SERVICES - TIF J	.00	.00	.00	.00
34-00-5100	TIF J - NOTE DISBURSEMENT	.00	.00	.00	.00
34-00-5102	OPERATIONAL SUPPLIES - TIF J	.00	.00	.00	.00
34-00-5215	TIF J NOTE PAYMENTS	4,116.66	4,116.66	12,000.00	7,883.34
34-00-5343	PRINCIPAL - TIF J	.00	.00	.00	.00
34-00-5344	INTEREST - TIF J	.00	.00	.00	.00
34-90-5023	TRANSFER OUT	.00	.00	.00	.00
	TOTAL EXPENSES	4,116.66	4,116.66	12,000.00	7,883.34
	TIF J: VACEK ENTERPRISES TOTA	3,479.90-	.26-	.00	.26

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
35-00-4162	INTEREST-NE CLASS	699.03	2,061.85	.00	2,061.85-
35-00-4180	INTEREST INCOME ADMIN W/H	.00	.00	500.00	500.00
35-00-4310	ADMIN W/H REVENUE	.00	.00	.00	.00
35-00-4400	TRANSFERS IN	.00	.00	.00	.00
35-90-4023	TRANSFER FR TIF C MBA POULTRY	.00	.00	.00	.00
35-90-4026	TRANSFER FR TIF C MBA POULTRY	.00	.00	.00	.00
35-90-4027	TRANSFER FROM TIF D	.00	.00	.00	.00
	TOTAL REVENUE	699.03	2,061.85	500.00	1,561.85-
35-00-5050	LEGAL SERVICES-ADMIN W/H FUNDS	.00	.00	2,000.00	2,000.00
35-00-5060	OTHER PROF & TECH SERVICE	.00	.00	.00	.00
35-00-5141	SERVICE FEES	.00	.00	.00	.00
35-00-5175	CAPITAL IMPROVEMENTS	.00	.00	.00	.00
35-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
35-90-5026	TRANS TO TIF C MBA POULTRY	.00	.00	.00	.00
35-90-5027	TRANSFER TO TIF D MBA POULTRY	.00	.00	.00	.00
35-90-5030	TRANSFER TO TIF E WATTS ELEC	.00	.00	.00	.00
	TOTAL EXPENSES	.00	.00	2,000.00	2,000.00
	TIF ADMIN W/H FUNDS TOTAL	699.03	2,061.85	1,500.00-	3,561.85-

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
36-00-4180	INTEREST EARNED	.24	1.09	.00	1.09-
36-00-4310	TIF REVENUE	11,767.66	11,767.66	40,000.00	28,232.34
	TOTAL REVENUE	11,767.90	11,768.75	40,000.00	28,231.25
36-00-5215	TIF K Note Payments	21,722.45	21,722.45	40,000.00	18,277.55
	TOTAL EXPENSES	21,722.45	21,722.45	40,000.00	18,277.55
	TIF K: WOODSTOCK LLC TOTAL	9,954.55-	9,953.70-	.00	9,953.70

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
37-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
37-00-4130	BOND PROCEEDS	.00	.00	.00	.00
37-00-4180	INTERST INCOME	.14	1.01	.00	1.01-
37-00-4310	TIF REVENUES	.00	1,869.90	10,000.00	8,130.10
	TOTAL REVENUE	----- .14	----- 1,870.91	----- 10,000.00	----- 8,129.09
37-00-5100	NOTE DISBURSEMENTS	.00	.00	.00	.00
37-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
37-00-5215	TIF NOTE PAYABLE	.00	10,279.61	10,000.00	279.61-
37-00-5343	PRINCIPAL	.00	.00	.00	.00
37-00-5344	INTEREST	.00	.00	.00	.00
	TOTAL EXPENSES	----- .00	----- 10,279.61	----- 10,000.00	----- 279.61-
	TIF L NW ELECTRIC TOTAL	=====	=====	=====	=====
		.14	8,408.70-	.00	8,408.70
		=====	=====	=====	=====

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
38-00-4090	OTHER LOCAL REV RECEIPTS	.00	2,500.00	.00	2,500.00-
38-00-4166	INTEREST	1.13	1.27	.00	1.27-
38-00-4195	LOTTERY RECEIPTS	8,879.30	8,879.30	.00	8,879.30-
	TOTAL REVENUE	8,880.43	11,380.57	.00	11,380.57-
38-00-5141	SERVICE FEES	6.00	12.00	.00	12.00-
38-00-5149	REFUNDS	2,500.00	2,500.00	.00	2,500.00-
38-00-5240	RAFFLE PRIZES	499.69	2,679.66	.00	2,679.66-
	TOTAL EXPENSES	3,005.69	5,191.66	.00	5,191.66-
	FIRE/RESCUE LOTTERY/RAFFL TOTA	5,874.74	6,188.91	.00	6,188.91-

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	Report Total	906,039.39-	915,864.18-	0,593,857.25-	9,677,993.07-

ORDINANCE NO. 23-18

AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA TO REZONE A PARCEL OF LAND BEING A PORTION OF LOT 26, LOCATED IN THE SOUTH HALF, NORTHEAST QUARTER OF SECTION 9, TOWNSHIP-11-NORTH, RANGE-8, EAST OF THE SIXTH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA FROM AGRIGULTURAL DISTRICT (AG) TO GENERAL INDUSTRIAL DISTRICT (GI).

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

That the Official Zoning Map for the City of Waverly be amended by changing the following:

- Rezoning a Portion of Lot 26, located in the South Half, Northeast Quarter of Section 9, Township-11-North, Range-8, East of the Sixth Principal Meridian, Lancaster County, Nebraska from Agricultural District (AG) to General Industrial District (GI) as shown in Exhibit A.

That the City Clerk is hereby directed to take such actions as are necessary and appropriate to effectuate the change as set forth above on the official zoning map of the City.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

William D. Gerdes, Mayor

ATTEST:

Megan K. Frye, City Clerk/Deputy Treasurer

(SEAL)

ORDINANCE 23-18

EXHIBIT A



Change of Zone

A parcel of land being a portion of Lot 26 located in the S 1/2, NE 1/4 of Sec. 9, T.11N, R.08E. of the 6th P.M., Lancaster County, Nebraska, being more particularly described as follows:

Commencing at the SE corner of said S 1/2;

Thence along said the South line of said S 1/2, S89°47'08"W, 33.00 feet all bearings hereon are relative thereto and to the **Point of Beginning**;

Thence continuing along said South line, S89°47'08"W, 763.63 feet;

Thence departing said South line N35°42'51"E, 483.26 feet;

Thence N41°39'26"E, 173.41 feet;

Thence N07°25'39"E, 151.08 feet;

Thence N10°26'41"E, 179.98 feet to the North boundary of said Lot 26;

Thence on said North boundary, N89°17'08"E, 310.17 to the East boundary of said Lot 26 being 33 feet West of and parallel with the East line of said South half;

Thence on said East boundary and said parallel line, S00°16'02"E, 849.77 feet to the **Point of Beginning**

Containing 408,939 Square Feet or 9.39 Acres more or less.

LOT 10 I.T.
SEC.9, T.11., R.8.,6TH P.M.
NOT A PART

LOT 26 I.T.
SEC.9, T.11., R.8.,6TH P.M.

33'
66'

N89°17'08"E 310.17'

AG

N10°26'41"E
179.98'

N07°25'39"E
151.08'

N41°39'26"E
173.41'

AREA OF ZONE
TO BE CHANGED
FROM AG TO GI

PARCEL CONTAINS:
SQFT: 408,939
AC: 9.39

N35°42'51"E 483.26'

S00°16'02"E 1350.76'
EAST LINE OF THE S 1/2, NE 1/4
SEC.9., T.11.E., R.8.E., 6TH P.M.

S00°16'02"E 849.77'

NORTH 148TH STREET

POINT OF BEGINNING

S89°47'08"W 763.63'

SOUTH LINE OF NE 1/4,
SEC. 09, T.11., R.8.E., 6TH P.M.

S89°47'08"W
33.00' (TIE)

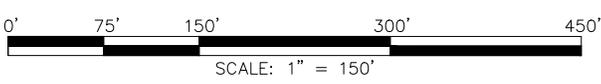
POINT OF COMMENCEMENT
SE Corner
S 1/2, NE 1/4,
Section 9, T11N, R8E,
6TH P.M.

35' ROAD, POWER LINES &
TELEPHONE LINES EASEMENT
INST. NO. 1981-10575

GI



NORTH



LEGEND

 AREA TO BE RE-ZONED

CHANGE OF ZONE
Exhibit 'A'
S 1/2 NE 1/4, SEC. 9, T.11N., R.8E., 6TH P.M.
LANCASTER COUNTY, NEBRASKA



601 OLD CHENEY RD.
SUITE 'A'
LINCOLN, NE 68512
(402) 484-7342
● ENGINEERING
● PLANNING
● LANDSCAPE ARCHITECTURE
● LAND SURVEYING

DATE:
7/7/2023
PROJECT
201105
SHEET NO.
2 of 2



**City of Waverly
Building and Zoning Department
Zoning Change Report**

Date: October 25, 2023

To: Waverly Planning Commission Members:
Kris Bohac, Melissa Brown, Lindsay Erickson, Nicole Nuss, Tyson Ritz, Allison Stark, George Yesilcemen

CC: Stephanie Fisher, Bill Gerdes

From: Mike Palm, Building Inspector/Zoning Administrator

Subject: **Change of Zoning Request 23-01**

General Information:

Legal Description: Portion of Lot 26, in the South Half, Northeast Quarter of Section 9, Township-11-North, Range-8-East of the Sixth Principal Meridian of Lancaster County, Nebraska

Land area: 408,939 sq. ft.

Applicant: Woodstock Holdings, LLC
14650 Woodstock Blvd.
Waverly, NE 68462

Owner: Woodstock Holdings, LLC (Attn: Matt Warner)

Existing Zoning: Agricultural (AG)

Propose Zoning: General Industrial District (GI)

Existing Land Use: Crops

Surrounding Land Use and Zoning:

North:	Zoned: Agricultural	Use: City-Owned Lot/Tree Dump
South:	Zoned: General Industrial	Use: Crops/Empire Supply Co.
East:	Zoned: Agricultural	Use: Crops
West:	Zoned: Agricultural	Use: Crops/Pond

Comprehensive Plan Considerations:

The Future Land Use Map designates this area as Industrial.

Analysis:

1. There is 1 portion of a lot proposed to change zoning to General Industrial.
2. The lot lies outside of the city's corporate limits, but within the 1-mile extra-territorial jurisdiction.
3. Per the City's Future Land Use Map, this property is designated as an Industrial lot.
4. The portion to be rezoned fronts N 148th Street (East) and is bound by a private drive on the south (Wastewater Treatment Entry), a pond/crops to the west (Warner), and the city tree dump to the north.
5. The portion to be rezoned is planned to be subdivided into 4 industrial type use lots.
6. The portion of the lot to remain AG is primarily in the floodway and cannot developed with habitable structures.

7. The property directly to the south is zoned GI and use type complies with zoning regulations.
8. Based on the information provided, I recommend approval of the zoning change request.



Printed: 10/31/2023

1:4,514



Disclaimer: The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments. If you have questions or comments regarding the data displayed on this map, please email assessor@lancaster.ne.gov and you will be directed to the appropriate department.

RESOLUTION NUMBER 23-31

RESOLUTION APPROVING THE EMPIRE ADDITION FINAL PLAT

WHEREAS, the Waverly Planning Commission has reviewed the proposed Empire Addition Final Plat and is recommending approval, and

WHEREAS, the Waverly City Council has held a public hearing on the Empire Addition Preliminary Plat, and

WHEREAS, the Empire Addition meets the requirements of the Waverly Comprehensive Plan Subdivision Requirements.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WAVERLY, NEBRASKA that the Empire Addition Final Plat is hereby approved and the developer, Matthew N. Warner and/or Searcey Holdings LLC can now proceed with the development, and the Final Plat shall be filed with the Lancaster Register of Deeds by the developer.

PASSED AND APPROVED THIS 12TH DAY OF DECEMBER, 2023.

William D. Gerdes, Mayor

Megan K. Frye, City Clerk/Deputy Treasurer

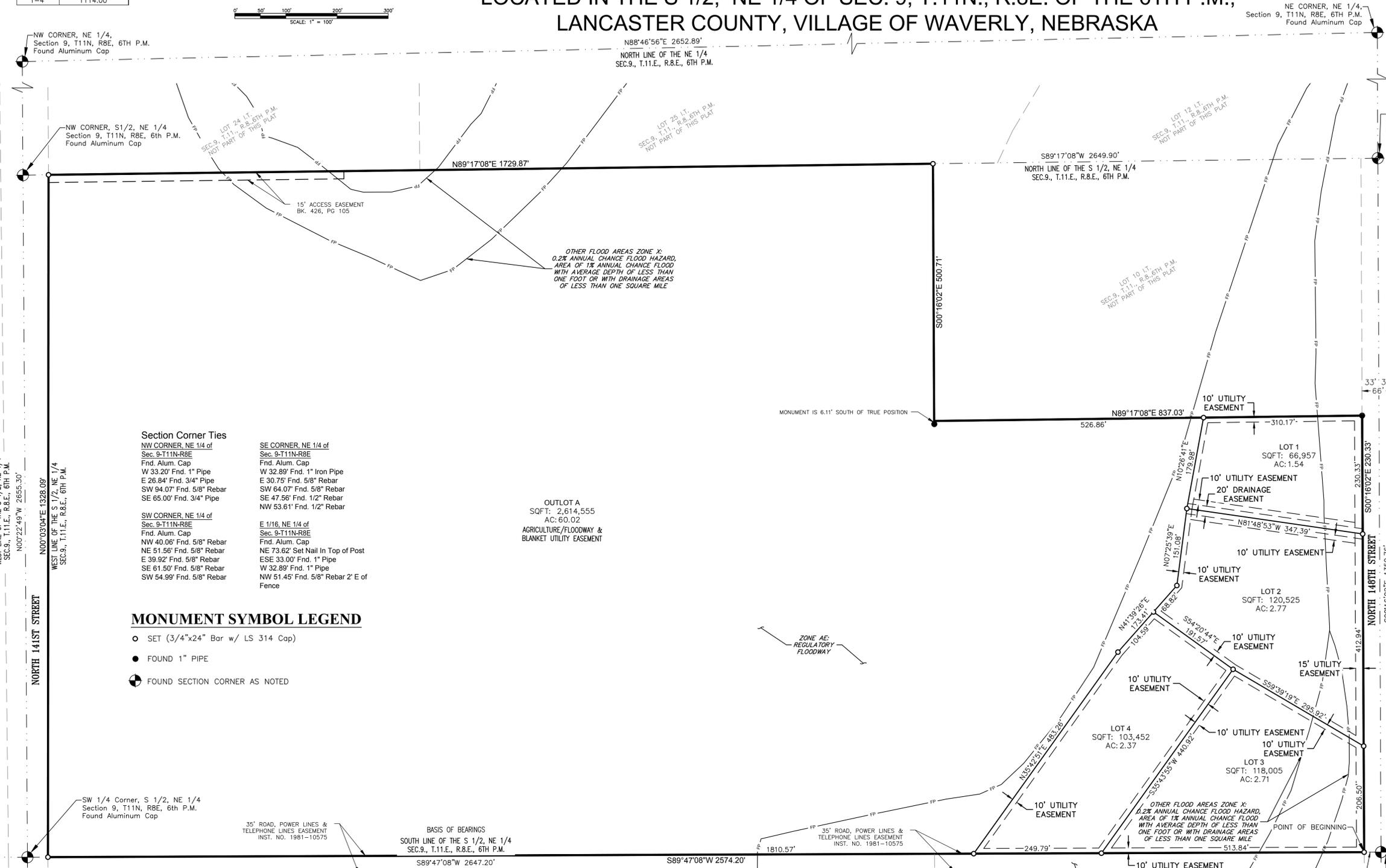
(SEAL)

EMPIRE ADDITION

LOCATED IN THE S 1/2, NE 1/4 OF SEC. 9, T.11N., R.8E. OF THE 6TH P.M.,
LANCASTER COUNTY, VILLAGE OF WAVERLY, NEBRASKA

LOWEST FLOOR ELEVATION

LOT	ELEV(NAVD88)
1-4	1114.00



Section Corner Ties

NW CORNER, NE 1/4 of Sec. 9-T11N-R8E
 Fnd. Alum. Cap
 W 33.20' Fnd. 1" Pipe
 E 26.84' Fnd. 3/4" Pipe
 SW 94.07' Fnd. 5/8" Rebar
 SE 65.00' Fnd. 3/4" Pipe

SE CORNER, NE 1/4 of Sec. 9-T11N-R8E
 Fnd. Alum. Cap
 W 32.89' Fnd. 1" Iron Pipe
 E 30.75' Fnd. 5/8" Rebar
 SW 64.07' Fnd. 5/8" Rebar
 SE 47.56' Fnd. 1/2" Rebar
 NW 53.61' Fnd. 1/2" Rebar

SW CORNER, NE 1/4 of Sec. 9-T11N-R8E
 Fnd. Alum. Cap
 NW 40.06' Fnd. 5/8" Rebar
 NE 51.56' Fnd. 5/8" Rebar
 E 39.92' Fnd. 5/8" Rebar
 SE 61.50' Fnd. 5/8" Rebar
 SW 54.99' Fnd. 5/8" Rebar

E 1/16, NE 1/4 of Sec. 9-T11N-R8E
 Fnd. Alum. Cap
 NW 40.06' Fnd. 5/8" Rebar
 NE 51.56' Fnd. 5/8" Rebar
 E 39.92' Fnd. 5/8" Rebar
 SE 61.50' Fnd. 5/8" Rebar
 SW 54.99' Fnd. 5/8" Rebar

MONUMENT SYMBOL LEGEND

- SET (3/4"x24" Bar w/ LS 314 Cap)
- FOUND 1" PIPE
- ⊙ FOUND SECTION CORNER AS NOTED

Section Corner Ties

SW 1/4 Corner, S 1/2, NE 1/4 Section 9, T11N, R8E, 6th P.M.
 Found Aluminum Cap

35' ROAD, POWER LINES & TELEPHONE LINES EASEMENT
 INST. NO. 1981-10575

BASIS OF BEARINGS
 SOUTH LINE OF THE S 1/2, NE 1/4 SEC.9., T.11E., R.8E., 6TH P.M.

DEDICATION:

The foregoing plat known as "EMPIRE ADDITION", and as described in the Surveyor's Certificate is made with the free consent and in accordance with the desires of the undersigned, the sole owner(s), and the easements shown thereon are hereby granted in perpetuity to LANCASTER COUNTY, NEBRASKA, a municipal corporation; Windstream Nebraska Inc.; Time Warner Cable Midwest, LLC; Black Hills Energy; and Norris Public Power District, their successors, assigns and permittees; to allow entry for the purposes of construction, reconstruction, repair, operation and maintenance of wires, cables, conduits, fixtures, poles, towers, pipes and equipment for the distribution of electricity and gas; telephone and cable television; wastewater collectors; storm drains; water mains and all appurtenances thereto, over, upon or under the easements as shown on the foregoing plat.

The construction or location of any building or structure, excluding fences, over, upon or under an easement shown thereon shall be prohibited.

Lancaster County, Nebraska, its successors or assigns are hereby held harmless for the cost of replacement or damage to any improvement or vegetation over, upon or under any easement shown thereon.

Each lot shall have only one residential access.

WITNESS OUR HANDS

Woodstock Holdings, LLC a Nebraska Limited Liability Company

By: _____, As Managing Member

ACKNOWLEDGE OF NOTARY:

STATE OF NEBRASKA }
 } SS
 LANCASTER COUNTY }

On this ____ day of _____, 20____, before me, the undersigned, a notary public, duly commissioned, qualified for and residing in said county, personally came _____, Managing Member of Woodstock Holdings, LLC, to me personally known to be the identical person whose name is affixed to the dedication of the foregoing plat and he acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said company.

NOTARY PUBLIC

My commission expires the ____ day of _____, 20____.

CITY COUNCIL APPROVAL

THIS SUBDIVISION OF EMPIRE ADDITION WAS APPROVED AND ACCEPTED BY THE PLANNING COMMISSION OF THE CITY WAVERLY, LANCASTER COUNTY, NEBRASKA ON THIS ____ DAY OF _____, 20____, IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA

DATE _____ CITY ADMINISTRATOR _____

PLANNING COMMISSION APPROVAL

THIS SUBDIVISION OF EMPIRE ADDITION WAS APPROVED AND ACCEPTED BY THE PLANNING COMMISSION OF THE CITY WAVERLY, LANCASTER COUNTY, NEBRASKA ON THIS ____ DAY OF _____, 20____, AD.

DATE _____ PLANNING COMMISSION CHAIR _____

LEGAL DESCRIPTION OF FINAL PLAT

A parcel of land being a part of Lot 26 I.T. located in the S 1/2 of the NE 1/4 of Section 9, T.11N., R.8E. of the 6th P.M., City of Waverly, Lancaster County, Nebraska and more particularly described as follows:

Commencing at the Southeast corner of said S 1/2 whence the S Line of said S 1/2 bears S89°47'08"W, 2647.20 feet, all bearings hereon are relative thereto,

Thence on the S Line of said S Line, S89°47'08"W, 33.00 feet to the Point Of Beginning;

Thence continuing on said Line, S89°47'08"W, 2574.20 feet;

Thence N00°03'04"E, 1328.09 feet;

Thence N89°17'08"E, 1729.87 feet;

Thence S00°16'02"E, 500.71 feet;

Thence N89°17'08"E, 837.03 feet;

Thence S00°16'02"E, 849.77 feet to the Point Of Beginning.

Containing a calculated area of 3,023,494 square feet or 69.41 acres more or less.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION, THAT ANY CHANGES FROM THE DESCRIPTION APPEARING IN THE LAST RECORD TRANSFER OF THE LAND CONTAINED IN THE FINAL PLAT ARE SO INDICATED, THAT ALL MONUMENTS SHOWN THEREON ACTUALLY EXIST AS DESCRIBED OR WILL BE INSTALLED AND THEIR POSITION IS CORRECTLY SHOWN AND THAT ALL DIMENSIONAL AND GEODETIC DATA IS CORRECT.

LYLE L. LOTH, L.S. #314

LIEN HOLDER CONSENT AND SUBORDINATION

The undersigned holders of those certain liens against the real property described in the plat known as "EMPIRE ADDITION" (hereinafter "Plat"), said lien being recorded in the office of the Register of Deeds of Lancaster County, Nebraska, as Instrument No. 2020020052 (hereinafter "Lien"), does hereby consent to the dedication of and subordinate the Lien to any utility (sewer, water, electric, cable TV, telephone, natural gas) easements of streets or roads, pedestrian way easements, and access easements and relinquishments of access, dedicated to the public, all shown on the Plat, but not otherwise. The undersigned confirms that it is the holder of the Lien and has not assigned the Lien to any other person.

Pinnacle Bank _____ By: _____
 Trustee & Beneficiary _____ Signature _____

Print Title _____ Print Name of individual _____

ACKNOWLEDGMENT

STATE OF NEBRASKA }
 } SS
 LANCASTER COUNTY }

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____

_____ Print Name

_____ on behalf of said Pinnacle Bank

Print Title _____

NOTARY PUBLIC

My commission expires the ____ day of _____, 20____.

REGA ENGINEERING GROUP, INC.
 601 OLD CHENEY RD.
 SUITE A
 LINCOLN, NE 68512
 402-484-7342 OFFICE



601 OLD CHENEY RD., SUITE A
 LINCOLN, NEBRASKA 68512
 (402) 484-7342

- ENGINEERING
- PLANNING
- LANDSCAPE ARCHITECTURE
- LAND SURVEYING
- IRRIGATION

JOB NAME: EMPIRE	DRAWN BY: RDR	CHECKED BY: LLL
	SCALE: 1:100	DATE: 05/01/2023
LOCATION: WAVERLY, NEBRASKA	JOB NUMBER	201105
	SHEET 1 OF 1	

Ownership Parcels

1 of 2

☆ Ownership Parcels

Parcel ID: 2409200002000

Site Address:

Legal Description: S9, T11, R8, 6th Principal Meridian, LOT 26 NE

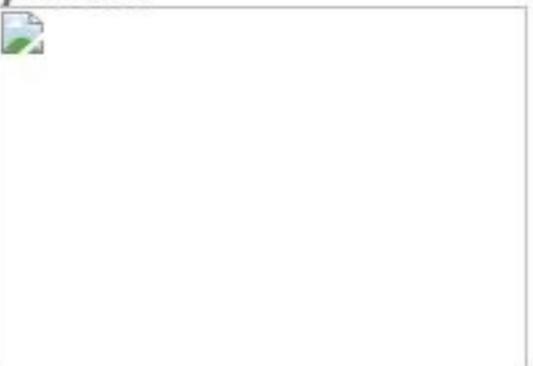
Owner Information:

WOODSTOCK HOLDINGS LLC
C/O MATT WARNER, MANAGER PO BOX 553
WAVERLY, NE 68462

Assessed Value: \$271,900

[Assessor Property Details](#)

Property Photo:



[Add to Results](#) | [View Additional Details](#) | [Run a Report](#)



RESOLUTION NUMBER 24-01

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. MSA – Firehawk SCBA Mask, Medium (qty 20)
2. MSA – 2216 PSI 30 minute bottles, mfg Aug 2009, final hydro test Feb 2000 (qty 16)
3. MSA – Firehawk SCBA 7-2180-1 (qty 16)
4. Miscellaneous gear bags of varying sizes (qty 18)
5. Portable projector screen (qty 1)
6. Helmet shells – over 10 years from mfg date, yellow (qty 3), white (qty 1)
7. Rubber boots, pair (qty 2)

Such sale shall be conducted through an online auction on items 1 through 7. 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 9TH DAY OF JANUARY, 2024.

William D. Gerdes, Mayor

ATTEST:

Megan K. Frye, City Clerk/Deputy Treasurer

(Seal)

1. MSA – Firehawk SCBA Mask, Medium (qty 20)



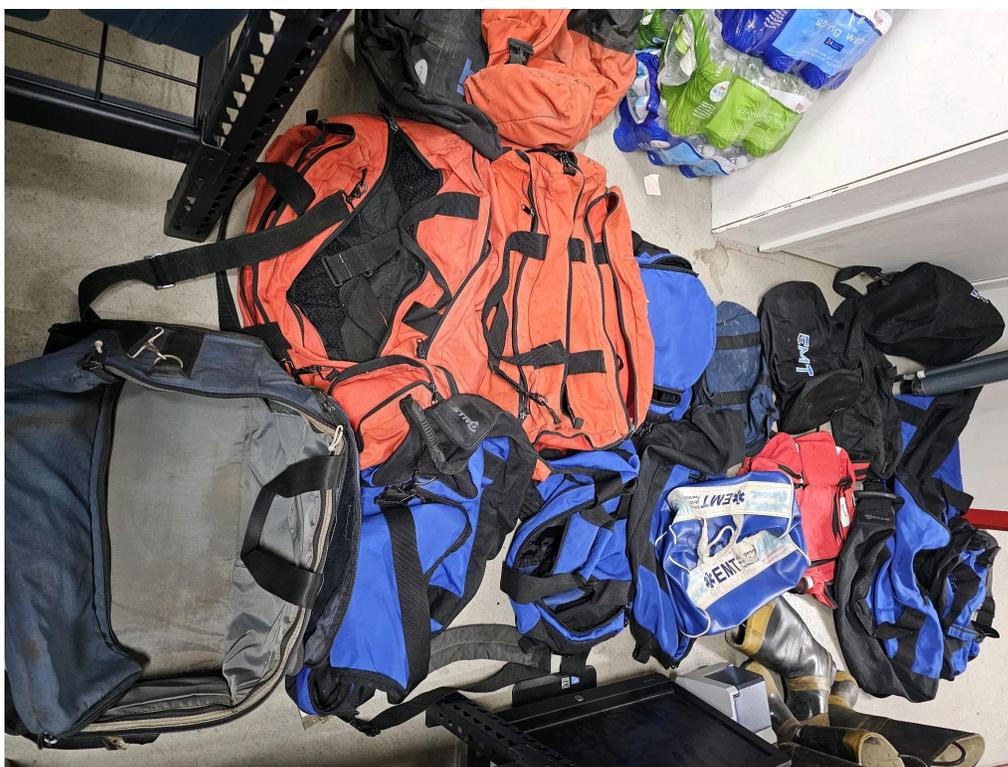
2. MSA – 2216 PSI 30 minute bottles, mfg Aug 2009, final hydro test Feb 2000 (qty 16)



3. MSA – Firehawk SCBA 7-2180-1 (qty 16)



4. Miscellaneous gear bags of varying sizes (qty 18)



5. Portable projector screen (qty 1)



6. Helmet shells – over 10 years from mfg date,
yellow (qty 3), white (qty 1)



7. Rubber boots, pair (qty 2)



ORDINANCE NO. 23-17

AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA, AMENDING CHAPTER 51 OF THE WAVERLY MUNICIPAL CODE RELATING TO THE DECLARATION OF A WATER WATCH, WARNING, OR EMERGENCY; ESTABLISHMENT OF PROCEDURES; AND WATER CONSERVATION MEASURES; 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”) currently has in place in Chapter 51 of the City’s Municipal Code a system providing the determination of potential and actual threats to the adequacy of the municipal water supply and three levels of triggers for the consideration of and implementation of voluntary and mandatory water conservation measures;

WHEREAS, the City retained Olsson to review the current ordinance and provide recommendations with respect to appropriate criteria and triggers; and

WHEREAS, the City desires to update Chapter 51 to best effectuate the City’s desire to conserve and protect its municipal water resources in a manner that protects the public interest in light of the City’s continued growth and economic development.

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

Section 1. Section 51.37 of the Municipal Code shall be amended as follows:

§51.37 AUTHORIZES THE DECLARATION OF A WATER WATCH, WARNING, OR EMERGENCY; ESTABLISHING PROCEDURES AND VOLUNTARY AND MANDATORY CONSERVATION MEASURES; AUTHORIZING THE ISSUANCE OF ADMINISTRATIVE REGULATIONS; AND PRESCRIBING CERTAIN PENALTIES.

Section 1. Purpose. The purpose of this ordinance is to provide for the declaration of a water supply watch, warning or emergency and the implementation of voluntary and mandatory water conservation measures throughout the city in the event such a watch, warning or emergency is declared.

~~Section 2. Classes of uses of water.~~

~~Class 1:~~

~~Water used for outdoor watering; either public or private, for gardens, lawns, trees, shrubs, plants, parks, golf courses, playing fields, swimming pools, or other recreational areas; or other recreational areas; or the washing of motor vehicles, boats, trailers, or the exterior of any building or structure.~~

~~Class 2:~~

~~Water used for any commercial or industrial, including agricultural, purposes: except water actually necessary to maintain the health and personal hygiene of bona fide employees while such employees are engaged in the performance of their duties at their place of employment.~~

Class 3:

~~Domestic usage, other than which would be included in either Classes 1 or 2. Class 4:~~

~~Water necessary only to sustain human life and the lives of domestic pets and maintain standards of hygiene and sanitation.~~

Section 23. Declaration of Water Watch. Whenever the City finds that conditions indicate that the probability of a drought or some other condition causing a major water supply shortage is rising, the Mayor shall be empowered to declare that a water watch exists and ~~that steps will be taken to inform the public and ask for voluntary reductions in water use~~ may impose restrictions on water use during the period of watch consistent with this Section 2. Such a watch shall be deemed to continue until it is declared by the Mayor to have ended.

Triggers

This stage is triggered by any one of the following conditions:

~~The City pumping ability has fallen below 85 percent capacity;~~

~~Groundwater levels have fallen five feet below the normal seasonal level; or~~

~~Daily demand is in excess of 800,000 gallons per day based on a three-day aver~~

1. Pumping Water Level: When more than 50% of wells have a pumping water level within 5 feet of the minimum pumping level for 7 consecutive days.
2. Wells Out of Service: When more than 25% of wells are taken out of service OR if one storage tank is taken out of service for 5 or fewer days for a reason other than routine maintenance.
- 1.3. Well Run Times: When all well pumps are running for more than 18 hours per day.

Education: The following step will be taken to inform the public and implementation of both Mandatory and Voluntary Conservation Measures will begin:

The public will be informed through local media of the Water Watch and the existing conditions.

Regulatory Conservation Measures – Mandatory

Sprinkling of water on lawns (including golf courses) three (3) days per week. It is mandatory to conserve water by rotating water use on an odd, even system. Tuesday, Thursday, and Saturday addresses ending in Odd numbers, water on these days only. Wednesday, Friday, and Sunday, addresses ending in Even numbers, water on these days only. No outdoor watering on Mondays. No outdoor watering between 10am and 4pm. Watering of new trees and gardens is permitted.

Additional Conservation Measures – Voluntary

Limit all outdoor use of water, such as washing automobiles, fountains, swimming pools and other recreational uses of water.

City Conservation Measures:

City Departments and Fire Department will practice Conservation Measures to ensure only necessary water is used. This will not restrict water used for training purposes.

Section 34. Declaration of Water Warning. Whenever the City finds that conditions are such that

a major water supply shortage exists and supplies are starting to decline, the Mayor shall be empowered to declare that a water warning exists and ~~that it will recommend~~ **may impose** restrictions on ~~nonessential water~~ uses during the period of warning **consistent with this Section 3**. Such a warning shall be deemed to continue until it is declared by the Mayor to have ended.

Triggers

This stage is triggered by any one of the following conditions:

- ~~1. The City pumping ability has fallen below 70 percent capacity;~~
- ~~2. Groundwater levels have fallen ten feet below the normal seasonal level; or~~
- ~~3. Daily demand is in excess of 900,000 gallons per day based on a three-day average.~~
 1. *Pumping Water Level*: When more than 40% of wells have a pumping water level within 3 feet of the minimum pumping level for 7 consecutive days.
 2. *Wells Out of Service*: When more than 38% of wells are taken out of service OR if the storage tanks are not able to completely filled within a 24-hour period.
 - 4.3. *Well Run Times*: When all well pumps are running for more than 20 hours per day.

Education: The following steps will be taken to inform the public and implementation of both Mandatory and Voluntary Conservation Measures will begin.

1. The public will be informed through local media of the Water Warning and the existing conditions.
2. Information will be mailed to all City Water Users detailing the Conservation Measures in place explaining the Regulations and Penalties associated with the Declaration.

Regulatory Conservation Measures – Mandatory

1. Sprinkling of water on lawns (including golf courses) two (2) days per week. It is mandatory to conserve water by rotating water use and only water on Tuesday and Saturday for addresses ending in Odd numbers. Wednesday and Sunday for addresses ending in Even numbers. No outdoor watering on Mondays, Thursdays or Fridays. No outdoor watering between 10am and 4pm. Watering of new trees and gardens is permitted.
2. Waste of water is prohibited. Water running down the street will be enforced.

Additional Conservation Measures – Voluntary

Limit all outdoor use of water, such as washing automobiles, fountains, swimming pools and other recreational use of water.

City Conservation Measures:

City Departments and Fire Department will practice Conservation Measures to ensure only necessary water is used. This will not restrict water used for training purposes.

Section 45. Declaration of Water Emergency. Whenever the City finds that the following conditions are met, the Mayor shall be empowered to declare that a water supply emergency exists and ~~that it will~~ **may impose** restrictions on any water use during the period of emergency **consistent with this section 4** ~~mandatory conservation measures on water use during the period of the emergency~~. Such an

~~emergency shall be deemed to continue until it is declared by the Mayor to have ended until the next regular or special meeting of the Governing Body, at which time a public hearing shall be held and the Governing Body may ratify, amend or rescind, in whole or in part, the Mayor's water supply emergency declaration and the Governing Body may provide for the manner and method by which the determination of the cessation of any water supply emergency declaration shall be made.~~

Triggers

This stage is triggered by any one of the following conditions:

- ~~1. The City pumping ability has fallen below 50 percent capacity.~~
- ~~2. Groundwater levels have fallen fifteen feet below the normal seasonal level.~~
- ~~3. Pumping lowers water levels to within five feet of the top of the well screens.~~
- ~~4. Demand for one day is in excess of 1,000,000 gallons per day based on a three-day average.~~
 1. *Pumping Water Level*: When more than 15% of wells have a pumping water level within 1 foot of the minimum pumping level. Turn off a well when it reaches the minimum pumping level for 7 consecutive days.
 2. *Wells Out of Service*: When more than 50% of wells are taken out of service OR if one storage tank is taken out of service for more than 5 days for a reason other than routine maintenance OR if all storage tanks are simultaneously taken out of service for any amount of time.
 3. *Well Run Times*: When all well pumps are running for more than 22 hours per day.

Education: The following steps will be taken to inform the public and implementation of Emergency Conservation Measures will begin.

1. The City will make news releases to local media of the Water Emergency and the existing conditions.
2. The City will hold Public Meeting(s) to discuss the Emergency and the existing conditions.
3. Information will be mailed to all City Water Users detailing the Conservation Measures in place and explain the Regulations and Penalties associated with the Declaration.

Regulatory Conservation Measures

1. Sprinkling of water on lawns (including golf courses), it is mandatory to conserve water by watering one (1) day per week. Only Saturday for addresses ending in Odd numbers. Sunday watering is permitted for addresses ending in Even numbers. No outdoor watering Monday through Friday. No outdoor watering between 10am and 4pm. Watering of new trees and gardens only as needed.
2. Waste of water is prohibited. Water running down the street, on driveways and/or sidewalks will be enforced.
3. A complete ban on outdoor watering may be declared.
4. New water taps may be suspended, except for fire hydrants and Building Permits issued prior to the Declaration of a Water Emergency.
5. Residential pools will not be allowed to be filled with the City water supply. Water may be brought in from another source.
6. Any combination of the forgoing measures.

City Conservation Measures:

The City will not irrigate municipal Parks and the Aquatic Center will not be filled. Fire hydrants will not be flushed. Sewer mains will not be jetted, except for emergency situations. The Fire Department will practice Conservation Measures to ensure only necessary water is used and training will be only as required.

~~Section 6. Voluntary Conservation Measures. Upon the declaration of a water watch or water warning as provided in Sections 3 and 4, the Mayor is authorized to call on all water consumers to employ voluntary water conservation measures to limit or eliminate nonessential water uses including, but not limited to, limitations on the following uses:~~

- ~~(a) Sprinkling of water on lawns, shrubs or trees (including golf courses), that users are voluntarily asked to conserve water by rotating water use on an even, odd system. Tuesday, Thursday, and Saturday addresses ending in Even numbers, are asked to water on these days only. Wednesday, Friday, and Sunday, addresses ending in Odd numbers, are asked to water on these days only...~~
- ~~(b) Limit washing of automobiles.~~
- ~~(c) Limited use of water in swimming pools, fountains and evaporative air conditioning systems.~~
- ~~(d) Waste of water on sidewalks, driveways, and streets.~~

~~Section 7. Mandatory Conservation Measures. Upon the declaration of a water supply emergency as provided in Section 5, the Mayor is also authorized to implement certain mandatory water conservation measures, including, but not limited to, the following:~~

- ~~(a) Sprinkling of water on lawns, shrubs, or trees (including golf courses), that users are mandatorily restricted to conserve water by rotating water use on and even, odd system. Tuesday, Thursday, and Saturday addresses ending in even numbers, are restricted to watering on these days only. Wednesday, Friday, and Sunday, addresses ending in Odd numbers, are restricted to watering on these days only. (Anyone found not following these restrictions is subject to penalties under Section 10 of this ordinance.)~~
- ~~(b) Limit washing of automobiles.~~
- ~~(c) Limit of water in swimming pools, fountains and evaporative air conditioning systems. Waste of water on sidewalks, driveways, and streets is strictly prohibited. Suspension of new connections to the City's water distribution system, except connections of fire hydrants and those made pursuant to agreement entered into by the City prior to the effective date of the declaration of the emergency.~~
- ~~(d) Restrictions on the uses of water in one or more classes of water use, wholly or in part;~~
- ~~(e) Restrictions on the sales of water at coin-operated car wash facilities or sites;~~
- ~~(f) The imposition of water rationing based on any reasonable formula including, but not limited to, the percentage of normal use and per capita or per consumer restrictions;~~
- ~~(g) Complete or partial bans on the waste of water; and~~
- ~~(h) Any combination of the forgoing measures.~~

Section 58. Emergency Water Rates. Upon the declaration of a water supply emergency as provided in Section 45, the Governing Body of the City shall have the power to adopt emergency water rates by ordinance designed to conserve water supplies. Funds collected above the current water rate will be used for education, code enforcement and other water conservation measures.

Section 69. Council Approval of Mandatory Conservation Measures Regulations. During the effective period of any water supply watch, warning or emergency as provided for in Section 45, the Mayor is empowered to promulgate such regulations as may be necessary to carry out the provisions of this ordinance, any water supply emergency resolution, or emergency water rate ordinance. Such regulations shall be subject to the approval of the Governing Body at its next regular or special meeting. any mandatory water conservation measures implemented by the Mayor shall remain in effect until the next regular or special meeting of the Governing Body, at which time a public hearing shall be held and the Governing Body may ratify, amend or rescind, in whole or in part, the Mayor's mandatory water conservation measures, as provided for in Section 9.

Section 710. Violations, Disconnections and Penalties. Upon any violation of any water use restrictions imposed pursuant to this ordinance, a written notice of the violation shall be affixed to the property where the violation occurred and the customer of record and any other person known to the City who is responsible for the violation or its correction shall be provided with either actual or mailed notice. Said notice shall describe the violation and order that it be corrected, cured or abated immediately or within such specified time as the City determines is reasonable under the circumstances. If the order is not complied with, the City may terminate water service to the customer.

- (a) A fee of \$50 shall be paid for the reconnection of any water service terminated pursuant to Section 10. In the event of subsequent violations, the reconnection fee shall be \$200 for the second reconnection and \$300 for any additional reconnections.
- (b) Any person who shall violate or refuse to comply with the enforcement of any provision in this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not more than \$100 for each offense. A new violation shall be deemed to have been committed every twenty-four (24) hours of such violation or failure to comply.

Section 811. Emergency Termination. Nothing in this ordinance shall limit the ability of any properly authorized city official from terminating the supply of water to any or all customers upon the determination of such city official that emergency termination of water service is required to protect the health and safety of the public.

Section 912. Severability. If any provision of this ordinance is declared unconstitutional, or the application thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and its applicability to other persons and circumstances shall not be affected thereby. (*Ord. No. 00-06, 08/07/00; Ord. No. 03-02, 04/07/03; Ord. No. 06-16, 09/05/06; Ord. No. 23-09, 07/11/23*)

Section 2. 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)

INTERLOCAL AGREEMENT FOR THE USE OF LAWSON PARK FIELD

This INTERLOCAL AGREEMENT is made on this 13th day of December 2023, by and between the SCHOOL DISTRICT #145 ("School District") and the CITY OF WAVERLY ("City"), collectively referred to in this Agreement as the "Parties."

RECITALS

- A. Property. The City owns Lawson Park which includes public restrooms, fenced ball fields, dugouts, bleachers, bullpens, batting cages, scoreboards, garbage containers, field lighting, concession stand, and parking areas, collectively referred to as the "Park." The City makes this property available for use by the community, including the School District.
- B. Need. The School District has determined that it has a need for fenced ball fields, public restrooms, dugouts, bleachers, bullpens, batting cages, scoreboards, garbage containers, field lighting, concession stand, and parking areas for baseball games and practices.
- C. Two-Party Agreement. The School District and the City have mutually determined that Lawson Park Field #1 can be used by the School District for both practices and games. Other areas may be utilized depending upon availability and fees will be applied accordingly. Under no circumstances can the facility be sub-leased at any time.
- D. Authorization. The Board of Education of the School District and the City Council of the City have authorized and directed their respective representative to enter into the Agreement.
- E. Agreement. The School District and the City therefore enter into this Agreement.

GENERAL TERMS

1. Authority. This Agreement, authorized by Inter-local Cooperation Act, Neb. Rev. Stat 13-801 et seq. (Reissue 2012); which allows local governmental units to make the most efficient use of their powers by cooperation with other localities on a basis of mutual advantage and thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities. This Agreement is binding upon and shall insure to the benefit of the successors and assigns of the Parties to this Agreement.
2. Duration. The Term of this Agreement will begin the Monday of Week 31 based on the Nebraska School Activities Association (NSAA) calendar and run through the end of the high school baseball season. The Agreement shall be reviewed annually between both parties for changes or edits.
3. Purpose. The Agreement is entered into by the City and the School District for the purpose of authorizing the use of common or shared resources to support, maintain, and continue the development of the Park in the City of Waverly.
4. The Responsibilities of the School District
 - 4.1 The School District shall be responsible for clearing debris (garbage) from the Park grounds and placing it in containers provided by the City resulting from the School District's use for baseball practices and games. The School District is not responsible for cleaning debris (garbage) left by other user groups or individuals.
 - 4.2 The School District shall be responsible for maintaining and caring for the Park. Maintenance of the Park shall consist of the following:

Daily Routine before Practice and Games

 - Remove tarps from home plate and pitcher mound areas

- Drag the skinned areas smooth
- Water down the skinned infield (if needed)
- Repair pitching and batter box area with field clay
- Sweep and clean dugouts
- Set the chalk lines and mark officially
- Paint or wash bases, pitching plate and home plate
- Prepare the bullpens
- Prepare the press box and operation of the PA System and Scoreboard
- Check the operation of the electrical equipment in the concession stand
- Dispose of trash found in and around field and bleacher areas

Daily Routine after Practice and Games

- Rework the pitching mound and home plate area and cover areas with tarps
- Remove the bases and cover the base anchor sleeves
- Rake/blow field product out of grass back into the playing surface, along base paths, mound circle, home plate circle, and infield edge
- Repair the bullpen mound and home plate area
- Replace and tamp any loose divots in the turf areas
- Dispose of trash in and around field and bleacher areas and take trash to dumpsters
- Lock all facility gates and doors and turn off lights.

4.3 The School District shall submit baseball practice and game schedules for the Park to the Park and Recreation Director, or his/her designee, fifteen (15) days prior to the first practice. However, the schedule for practices and/or games may be changed on short notice as a result of inclement weather conditions, the needs of the School District, condition of playing surface(s), etc. The School District will attempt to keep changes to a minimum. Said schedules shall include the dates, start and estimated ending times for all practices and game. Further, the City Park and Recreation Director, or his/her designee, shall be notified of any schedule changes as soon as reasonably possible (i.e., rain cancellation, change in site location).

4.4 The School District may be allowed to apply field conditioner and/or top dressing to the playing surface prior to the season beginning and as needed during the season, if first discussed and approved by the City. The School District may use field clay/top dressing for the mound on an only as needed basis that will be jointly discussed between both parties to ensure that excessive amounts of field product is not being applied.

4.5 The School District shall provide adult supervision, including coaches and umpires as appropriate, during all school-sponsored baseball practices and games in the Park. City personnel, unless employed under a separate agreement or volunteering for the School District, will not be utilized for supervision of events.

4.6 At their discretion, the School District may charge admission and sell concessions at the School District's scheduled practices and games in the Park.

4.7 The School District shall inspect the Park prior to each use to insure they are safe for use. The School District will be responsible for repair of damage to the playing surfaces and facilities caused by spectators and/or participants at School District scheduled practices and/or games. Practices and games will not be held in a Park that is not safe.

4.8 The School District shall be responsible for post-game/practice clean up, including removal of equipment and depositing of trash in receptacles provided by the City.

4.9 The School District shall be responsible to report any hazardous conditions or damage requiring repair to the City Park and Recreation Director, or his/her designee, as soon as possible but no later than the beginning of the next business day or remedy such condition or damage prior to use.

5. The Responsibilities of the City

5.1 The City will closely monitor Field 1 during the winter/spring seasons to ensure the field is healthy and suitable for use. The City will notify the School District when Field 1 is in the proper condition to withstand practices and games without significant damage to the grassy areas. Costs to repair damages due to unauthorized use will be charged to the School District.

5.1 The City shall be responsible for inspection, maintenance and care, except as provided for in Section 4, including, inspection of the fields and other areas in the park, normal maintenance and repair, including mowing, edging, weed control, aerating, watering turf, fertilizing, and seeding of the Park and associated facilities, including the playing surfaces, fences and backstops, restrooms, parking surfaces, bleachers, scoreboard(s), etc. In response to the request from the City, the School District may, at its discretion, assist the City with personnel and/or equipment for the above listed maintenance items.

5.2 The City shall ensure that there are garbage receptacles in the park during all periods of use by the School District.

5.3 The City shall provide restrooms in the Park that are available and in usable condition during the School District's scheduled practices and games. The School District is required to monitor cleanliness and restock supplies while hosting tournaments and games.

5.4 The City will make every effort possible to schedule major improvements and repairs to the Park during the off-season to avoid closing the facilities during the School District's scheduled usage. If a field is damaged, the City will examine the field and determine whether or not the field is safe for use. If it is determined the field is unsafe for use, the City will estimate a date and time the field will once again be available and the City will begin and complete repairs agreed to by the City as soon as reasonably possible. The School District shall make the determination whether to cancel or delay games due to weather conditions.

5.5 The City reserves the right to close the Park for any period of time necessary to undertake emergency major repairs if needed. The City will work with the School District to avoid any delay or cancellation of practices or games to the extent possible. In the event it becomes necessary to close the Park, the City will provide as much advance notice as possible and project the date and time the Park will be available to the School District.

5.6 The City will handle changes to the School District's scheduled use to the best of its ability to avoid any conflicts.

6. Joint Responsibility

6.1 The School District and the City agree to work closely and cooperatively to resolve any maintenance, care, or safety issues concerning the Park and to make improvements and expansion to the facilities through grants, donations, etc.

6.2 The School District may provide either funds or materials such as half of the clay, or field conditioner.

6.3 The School District and City will conduct an inspection of the Park immediately concluding the High School Spring baseball season to jointly establish a pre-season work list to be completed prior to the start of the spring sport season. The School District shall be responsible for providing materials in accordance with the provisions of this agreement, or additional materials as jointly agreed upon during the establishment of the above work list.

6.4 The School District and City shall mutually agree to cost share on capital expenditures that cost over one thousand (\$1,000) dollars.

7. Hold Harmless

7.1 The City agrees to hold harmless, indemnify and defend at its expense the School District and its officers, agents and employees, from and against any and all claims, judgments, actions, suits, liability, loss, costs, expenses, or damages arising out of or in any way resulting from negligent acts or omissions of the City, its officers, employees, and /or agents, in the course of its performance under the Agreement.

7.2 The School District agrees to hold harmless, indemnify and defend at its own expense the City and its officers, agents, and employees, from and against any and all claims, judgments, action, suits, liability, loss, costs, expenses, or damages arising out of or in any way resulting from negligent acts or omissions of the School District, its officers, employees, and/or agents, in the course of its performance under this Agreement.

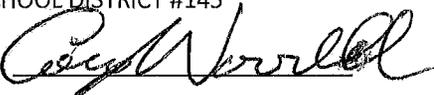
7.3 If any claim, judgment, action, suit, liability, loss, cost, expense, or damage arises out of or results from the joint negligent acts or omissions of both the City and the School District with respect to acts done pursuant to this Agreement, each party shall be responsible for its own share of any resulting liability.

7.4 Both the City and the School District shall carry liability insurance coverage. Each "Party" shall have the other "Party" listed as an additional insured on their insurance policy.

8. User Fee The School District shall be responsible to pay a user fee for the use of the Park. The School District agrees to pay an annual fee in the amount of four thousand (\$4,000) dollars. Full payment must be received by September 1, 2024.

9. Representatives The School District Superintendent, or his/her designee, shall represent the School District and the City Administrator, or his/her designee, shall represent the City on all matters related to this Agreement (hereinafter referred to as the "Representatives").

SCHOOL DISTRICT #145

By: 

CITY OF WAVERLY

By: _____

DATE: 1/2/2023

DATE: _____



One Billing Solutions
YOUR ONE STOP SOLUTION, FOR MEDICAL BILLING

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective _____ by and between the City of Waverly hereinafter referred to as “Covered Entity”, and One Billing Solutions, LLC hereinafter referred to as “Business Associate”, (individually a “Party” and collectively the “Parties”).

WITNESSETH:

WHEREAS, Sections 261 -264 of the Federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “The Administrative Simplification provisions, “direct the Department of health and Human Services to develop standards to protect the security, confidentiality, and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the HIPAA Privacy Rule” and the “HIPAA Security Rule”); and

WHEREAS, Title XIII of the American Recovery and Reinvestment Act, known as “the HITECH Act” has amended the HIPAA and the HIPAA regulations, including HIPAA’s Administrative Simplification provisions; and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy Rule; and

WHEREAS, Business Associate may have access to protected health Information (as defined below) in fulfilling its responsibilities under such arrangement.

THEREFORE, in consideration of the Parties’ continuing obligations under the HIPAA Privacy Rule and Security Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and Security Rule and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule and the HIPAA Security Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule and Security Rule, as amended, the HIPAA Privacy Rule and Security Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule and Security Rule but are nonetheless permitted by the HIPAA Privacy Rule and/or Security Rule, the provisions of this Agreement shall control.

The term “Protected Health Information (abbreviated as “PHI”) means individually identifiable health information, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or

future physical or mental health or condition of an individual; the provision of health to an individual; and information that can be used to identify the individual.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form; including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY REQUIREMENTS

(A) Business Associate agrees:

(i) to use or disclose any Protected Health information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule, or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, or the HIPAA Privacy Rule or Security Rule.

(ii) at termination of this Agreement, or any similar documentation of the business relationship of the Parties, or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information in perpetuity and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and (iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement or the mandatory requirements of the HIPAA privacy Rule and Security Rule that may apply to Business Associate.

(B) Notwithstanding the prohibitions set forth in this Agreement, Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(i) If necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(a) The disclosure is required by law, not merely permitted by law; or

(b) Business Associate obtains reasonable written assurances from the person or party to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or party, and the person or party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties

evidencing their business relationship. For purposes of this Agreement, data, aggregation with the Protected Health Information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

- (C) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to the uses and disclosures of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule and Security Rule. Business Associate shall timely report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- (A) Business Associate agrees that it is required under the amended HIPAA regulations to comply with, and shall comply with, the HIPAA Security Rule, including the Security Rule's Administrative Physical and Technical safeguard and requirements.
- (B) Business Associate agrees that it is required under the amended HIPAA regulations to comply with, and shall comply with, the use and disclosure provisions of the HIPAA Privacy Rule.
- (C) Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- (D) Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic Protected Health Information ("ePHI"), to prevent use or disclosure other than as provided for by this Agreement.
- (E) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (F) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (G) Breach Disclosures to Covered Entity. Business Associate agrees to immediately report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware. Further Business Associate agrees to notify the Covered Entity of any individual whose Protected Health Information has been inappropriately or unlawfully released, accessed, or obtained. Business Associate agrees that such notification will meet the requirements of Section 13402 of the HITECH Act and § 164.410 of the amended HIPAA regulations. Specifically, the following shall apply:
 - (i). A breach is considered discovered on the first day the Business Associate knows or should have known about it.
 - (ii). In no case shall the Business Associate notify the Covered Entity of any breach later than five (5) days after breach is discovered.

(iii). Business Associate shall notify the Covered Entity of any and all breaches of Protected Health Information and provide detailed information to the Covered Entity about the breach, along with the names and contact information of all individuals whose Protected Health Information was involved.

For breaches determined to be caused by the Business Associate, where such breaches require notifications to patients or consumers, the cost of such breach notifications shall be borne by the Business Associate.

(H) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(I) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner, within 3 days, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.5.

(i) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner, within 3 days.

(J) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity or to the Secretary, in a time and manner or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Rule and Security Rule.

(K) Business Associate agrees to document such disclosures of Protected Health Information and Information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

(L) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner information collected in accordance with Section (i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

(M) Business Associate agrees to comply with the requirements of the 'Red Flags' Rule and implement a compliant identity theft prevention program by or before the required "Red Flags" Rule compliance date.

IV. AVAILABILITY OF PHI

(a) Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule.

(b) Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule.

(c) In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

V. TERM AND TERMINATION

(A) Term. The Term of this Agreement shall be for the same duration as the Billing Services Agreement.

(B) Termination By Covered Entity. Covered Entity may terminate this Agreement if Covered Entity determines that Business Associate has violated a material term of the Agreement.

(C) Termination By Either Party. Notwithstanding any other provisions of this Agreement, if either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps were unsuccessful : either: terminate the Agreement, if feasible.

(D) Return or Destruction of PHI. Return or Destruction of PHI. At the termination of this Agreement, Business Associate shall return or destroy all PHI received from or created or received by Business Associate on behalf of Covered Entity and retain no copies of such PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

VI. MISCELLANEOUS

Except as expressly stated herein or in the HIPAA Privacy Rule or Security Rule, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement shall be governed by the laws of the State of Nebraska. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion. The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information, which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and Effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or Security Rule, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall address in faith such concern and amend the terms of this Agreement, if necessary, to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the requirements of the HIPAA Privacy Rule and Security Rule, then either party has the right to terminate upon written notice to the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of _____, 2024 to become effective as of the day and year of the effective date set forth above.

One Billing Solution. LLC
("Business Associate")

City of Waverly
("Covered Entity")

Signature

Signature

By: Beth Grassau

By: William D. Gerdes

Title: Director of Operations

Title: Mayor

Date: _____

Date: _____



One Billing Solutions

YOUR ONE STOP SOLUTION, FOR MEDICAL BILLING

BILLING SERVICES AGREEMENT [FIRE-EXTRICATION-HAZMAT BILLING]

THIS AGREEMENT is entered into and becomes effective this _____ day of _____, 20____ by and between One Billing Solutions, herein after referred to as “OBS” and City of Waverly, herein after referred to as “FIRE DEPARTMENT”.

WHEREAS, OBS is engaged in the business of providing billing and collection services for fire departments; and

WHEREAS, FIRE DEPARTMENT is a public service entity providing fire suppression, rescue, extrication services, hazardous material clean up, other services related to the protection of life and property, and

WHEREAS, FIRE DEPARTMENT is compensated for its services by insurance companies for the services it provides; and

WHEREAS, FIRE DEPARTMENT, desires to engage and retain the billing services of OBS.

THEREFORE, IT IS AGREED, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS SET FORTH HEREIN AS FOLLOWS:

1. **TERM OF THE AGREEMENT** OBS shall provide to FIRE DEPARTMENT billing services as set forth in detail below, commencing the _____ day of _____, 20____ and this agreement shall continue for a period of two years (the “Initial Term”) and shall, thereafter, automatically renew for successive two-year periods (each, a “Renewal Term” and together with the Initial Term, the “Term”), unless and until either Party provides the other Party with at least sixty (60) days written notice of its intent to terminate this Agreement or until earlier terminated pursuant to Section 6 hereof.
2. **BILLING SERVICES TO BE PROVIDED** OBS will provide the following billing services as authorized agent for the FIRE DEPARTMENT as follows:
 - A. Verify FIRE DEPARTMENT has provided all necessary and current documentation on each incident to be able to bill the incident charges;
 - B. Invoice all insurance carriers including, but not limited to, automobile liability carriers, homeowners, business owners, insurance carriers and public or private entities requiring the service of the FIRE DEPARTMENT;
 - C. Coordinate correspondence and reply to all inquiries from insurance companies and/or public or private entities as required;
 - D. Obtain status reports on claim processing from insurance carriers;
 - E. Provide a toll-free telephone number;
 - F. Provide customer service access during normal business hours, weekends and holidays excluded;
 - G. Provide FIRE DEPARTMENT monthly itemized details of all debit and credit transactions as well as a year-to-date statistical summary reports, all to be provided to FIRE DEPARTMENT not later

than the 15th day of the following month. No reports will be sent if there is no activity in either report;

- H. OBS provides billing services. OBS does not provide legal advice, tax advice, or other professional services other than those specified in items A through G above;
- I. OBS retains all documents produced during the billing/payment process and those provided for billing and enrollment by the FIRE DEPARTMENT. Upon request, electronic access will be granted to monthly billing reports for the FIRE DEPARTMENT for no additional fee as long as the contract is active.

3. **FIRE DEPARTMENT DUTIES**

- A. FIRE DEPARTMENT is structured and operates in accordance with local, state, and federal statutes.
- B. FIRE DEPARTMENT agrees to provide to OBS not less than on a monthly basis for each appropriate fire, each rescue/extrication, and each hazmat response, a **completed** incident report, (provided by OBS)
- C. Any changes to personnel or squad licensing or equipment must be reported to OBS. Any discrepancy in deposit amount, receipt of deposit, direct payments reported or other questions regarding the squad's monies or invoice must be reported in writing to OBS within 60 days of the date of the report. OBS is not liable or responsible for discrepancies not reported in a timely manner.
- D. FIRE DEPARTMENT is solely responsible for repaying any overpayments or recoupments sought or imposed by any carrier or payor.

4. **COMPENSATION** FIRE DEPARTMENT agrees to compensate OBS for its billing services provided above on a monthly basis in an amount equal to fifteen percent (15%) of amounts actually collected by OBS and/or FIRE DEPARTMENT and/or any collection or recovery agency acting on behalf of FIRE DEPARTMENT in the previous month. OBS shall invoice FIRE DEPARTMENT for its compensation no later than the 15th day of the following month in which payments from insurance proceeds are received and FIRE DEPARTMENT agrees to pay said invoice within 30 days. For unpaid invoices exceeding \$1,000 or any invoice not paid in full within 90 days, the client account will be suspended. When an account is suspended, all monies received will be held and billing processes will be suspended. The suspension will not be lifted until the past due amount is paid in fully.

5. **PAYMENT COLLECTION AND PROCESSING PROCEDURES** Unless otherwise agreed to in writing by the Parties, OBS shall collect and process payment collections according to the following:

- A. OBS shall provide payments on all claims in the name of the FIRE DEPARTMENT and claims payments forwarded to OBS.
- B. FIRE DEPARTMENT shall provide OBS with all relevant and necessary banking information in order to process and complete any depository transactions related to this agreement.
- C. FIRE DEPARTMENT shall provide OBS with a "Deposit Only" stamp and bank deposit slips.
- D. If applicable, OBS will endorse claims payments "For Deposit Only" to FIRE DEPARTMENT's bank and cause these claim payments to be deposited in FIRE DEPARTMENT's account not less than once a month.
- E. If applicable, FIRE DEPARTMENT has the option to sign a Direct Deposit Authorization Form to allow OBS to direct deposit claim payments directly into the FIRE DEPARTMENT's bank account, not less than once a week following the receipt of claims payments.
- F. In the event FIRE DEPARTMENT receives direct payment on any claims processed by OBS, it shall immediately notify and mail/fax a copy of direct payment along with any coordinating documentation to OBS for proper posting.

- G. Alternative payment processing procedures may be arranged by the parties, but must be in writing, signed by both parties and added to this agreement as an addendum.

6. **TERMINATION.** This Agreement may be terminated according to the following provisions:

- A. Termination Without Cause. Either party may terminate this Agreement at any time by giving the other party sixty (60) days written notice of its intent to terminate. During said 60-day period, this agreement shall continue in full force and effect and OBS shall be entitled to compensation at the rate set forth above for all billing services provided during that time and for amounts collected by FIRE DEPARTMENT as a result of the billing services provided by OBS after the effective date of termination of this agreement.

Upon notification of termination of contract, FIRE DEPARTMENT's account will immediately be placed on a "cash" basis. Checks received on behalf of the FIRE DEPARTMENT will be held at OBS; OBS will invoice the FIRE DEPARTMENT for the checks being held and any Electronic Fund Transfer's paid to the FIRE DEPARTMENT for billings processed by OBS. OBS will mail the "held" checks upon receipt of payment in full of the invoice for those checks and Electronic Fund Transfers.

OBS retains all documents produced during the billing/payment process and those provided for billing by the FIRE DEPARTMENT. Upon request at termination, copies may be provided to the FIRE DEPARTMENT for an additional fee.

- B. Terminate for Cause. A party shall have the right to terminate this Agreement upon written notice of such termination to the other party in the event:
 - i. the business of the other party is terminated or suspended;
 - ii. a petition for bankruptcy is filed by or against the other party;
 - iii. a receiver is appointed on account of the other party's insolvency;
 - iv. breach of contract of any provision of this Agreement that the breaching party fails to cure within twenty (20) days or less.
- C. Payment of Fees After Termination. Upon any termination of this Agreement, OBS shall be entitled to receive the fees accrued and unpaid through the effective date of termination.

7. **COMPLIANCE**

- A. OBS will conduct its activities and operations in compliance with all state and federal statutes, rules and regulations applicable to billing activities.
- B. OBS shall not be liable for any misrepresentation, which includes false information as submitted by the affected FIRE DEPARTMENT whether inadvertent or purposeful.
- C. FIRE DEPARTMENT shall conduct its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. FIRE DEPARTMENT expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services.
- D. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or of a questionable claim or claim practice agrees to notify the other party in writing within thirty (30) days so the other party may appropriately address the matter.
- E. The parties recognize that this Agreement is at all times subject to applicable state, local and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new

legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement, and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such laws(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations, affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement, as provided in paragraph 6 hereof.

- 8. **INDEMNIFICATION** FIRE DEPARTMENT hereby agrees to indemnify and defend (with counsel acceptable to OBS) and hold harmless OBS from and against any and all claims, demands or causes of action which may arise against OBS as a result of FIRE DEPARTMENTs failure to maintain proper licensure in compliance with local, state and federal departments, agencies, regulations and statutes. FIRE DEPARTMENT shall further indemnify, defend (with counsel acceptable to OBS) and hold harmless OBS from any claims related to unauthorized disclosure or exposure of personal identifiable information or other private information caused by FIRE DEPARTMENT, its employees, agents or administrators and for any misuse, damage to or harm caused by FIRE DEPARTMENT as a result of its use of any software programs owned or licensed by OBS to which FIRE DEPARTMENT has been granted access.

- 9. **MODIFICATION AND ASSIGNMENT** This agreement shall not be modified by either party unless the terms of modification of this agreement are reduced to writing and signed by both parties. Neither party may assign their right, obligations or benefits under the terms of this agreement without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

- 10. **NOTICES** All notices and other communications required or permitted to be given hereunder shall be made in writing and shall be considered given and received when (a) personally delivered to the other party, (b) delivered by courier, (c) delivered by facsimile or (d) certified mail receipt is executed by an authorized representative of the party intended to receive the communication.

<p>If to OBS:</p> <p>One Billing Services, LLC 10802 Farnam Dr Omaha, NE 68154 ATTN: Beth Grassau</p>	<p>If to FIRE DEPARTMENT:</p> <p>_____</p> <p>ATTN: _____</p> <p>_____</p> <p>_____</p>
<p>With a copy, by regular United States mail, postage prepaid, to:</p> <p>Erickson Sederstrom ATTN: Andrew Collins 10330 Regency Dr., Suite 100 Omaha, NE 68114</p>	<p>With a copy, by regular United States mail, postage prepaid, to:</p> <p>_____</p> <p>_____</p> <p>_____</p>

11. **SEVERABILITY** If any section, portion or clause of this agreement is deemed to be legally unenforceable, such unenforceability shall not invalidate the remaining provisions of this agreement and such provisions shall remain valid and enforceable against either party.
12. **CONSTRUCTION** The terms and provisions of this agreement shall be construed according to the laws of the State of Nebraska.
13. **GOVERNING LAW** This Agreement and any incorporated Attachments shall be construed under and shall be governed by the substantive laws of the State of Nebraska and applicable federal laws.
14. **AMENDMENT** This Agreement or its incorporated Attachments may not be amended except upon written agreement signed by both parties.
15. **HEADINGS** The headings to the various sections of this Agreement or its incorporated Attachments have been inserted for convenience only and shall not modify, define, limit, or expand the express provisions of this Agreement or its incorporated Attachments.
16. **WAIVER** The waiver of a breach of or default under any term or provision of this Agreement or its incorporated Attachments by either party, by course of dealing or otherwise, shall not be deemed a waiver of any other or subsequent breach of or default under the same or a different provision of this Agreement or its incorporated Attachments.
17. **ENTIRE AGREEMENT** This Agreement or its incorporated Attachments constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written, concerning the subject matter hereof.

I do certify that I have read the foregoing agreement and as a representative for the above listed entity do agree to the terms listed therein. I further acknowledge that One Billing Solutions/OBS has made no promise as to how much they can collect whether implied or written.

BY SIGNING BELOW, THE UNDERSIGNED AGREE THAT THEY HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THAT, INTENDING TO BE LEGALLY BOUND, HAVE EXECUTED THIS AGREEMENT THROUGH A DULY AUTHORIZED REPRESENTATIVE.

SIGNED this _____ day of _____, 202__

One Billing Solutions, LLC

City of Waverly
 (“Fire Department” or “Taxing Authority”)

 Signature

 Signature

By: Beth Grassau

By: William D. Gerdes

Title: Director of Operations

Title: Mayor

Date: _____

Date: _____



One Billing Solutions

YOUR ONE STOP SOLUTION, FOR MEDICAL BILLING

BILLING SERVICES AGREEMENT

This Agreement is made effective _____ by and between One Billing Solution, Inc., hereafter referred to as “OBS”, and the City of Waverly, hereinafter referred to as “Medical Service Provider”, (individually a “Party” and collectively the “Parties”).

WHEREAS, OBS is engaged in the business of providing billing and collection services for public and private ambulance and rescue squad entities; and

WHEREAS, Medical Service Provider, is a public and/or private provider of rescue squad and ambulance services in the area commonly known as **Waverly Emergency Services**, and

WHEREAS, Medical Service Provider is compensated for its ambulance and rescue services by its patients through private payments, private insurance, public insurance, including Medicare and Medicaid, or a combination thereof; and

WHEREAS, Medical Service Provider desires to engage and retain the billing services of OBS:

IT IS THEREFORE, AGREED, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, AND CONDITIONS SET FORTH HEREIN AS FOLLOWS:

1. **TERM OF AGREEMENT.** OBS shall provide Medical Service Provider billing services as set forth in detail below, commencing on the effective date stated above and shall continue for a period of one (1) year thereafter unless terminated earlier as provided in this agreement. This Agreement shall be automatically renewed for successive one (1) year terms unless and until terminated as provided herein, or modified in writing and agreed to be both parties.
2. **BILLING SERVICES TO BE PROVIDED.** OBS will provide the following billing services on behalf of Medical Service Provider as follows:
 - A. Verify all billing information.
 - B. Invoice all private payment patients and all insurance carriers including, but not limited to, public, and private health insurance, Medicare, Medicaid, automobile liability carriers, workers’ compensation carriers, and homeowner insurances.
 - C. Provide all appropriate HCPCS, ICD10, and condition codes (symptom/diagnosis codes).
 - D. Prepare and mail invoices to private patients and complete and submit claim forms to public and/or private insurance carriers or other responsible parties (via postal service or electronically through contracted clearinghouse).
 - E. Provide follow-up billing at least two times after initial written billing to private patients.
 - F. Coordinate, correspond, and reply to all inquiries from private patients, and public and/or private insurance carriers.

- G. Obtain status reports on claim processing from all public and/or private insurance carriers.
 - H. Provide customer service access during normal business hours, weekends and holidays excluded.
 - I. Provide contract completion for participating agreements with insurance companies, and act as authorized representative.
 - J. Provide cash posting services.
 - K. Provide to Medical Service Provider monthly accounts receivable, transactions, and itemized payment and write-off summaries, all to be provided to Medical Service Provider no later than the 10th business day of the following month. Any write-offs on unpaid invoices or balances after payment by public and private insurance carriers or other third-party payors shall be at the direction of the Medical Service Provider pursuant to its policies and procedures in accordance with all state and federal regulations regarding billing and write-offs for medical services.
3. **COMPENSATION.** Medical Service Provider agrees to compensate OBS for its billing services provided above on a monthly basis in an amount equal to fifteen percent (15%) of amounts actually collected by OBS and/or Medical Service Provider and/or any collection or recovery agency acting on behalf of Medical Service Provider in the previous month. OBS shall invoice Medical Service Provider for its compensation no later than the 10th day of the following month in which payments or insurance proceeds are received, and Medical Service Provider agrees to pay said invoices within 30 days.

OBS offers an Automatic Invoice Payment program, which the Medical Service Provider may enroll in, in lieu of monthly invoicing. See Exhibit A – Automatic Invoice Payment Program addendum.

4. **INFORMATION PROVIDED BY MEDICAL SERVICE PROVIDER.** Medical Service Provider agrees to provide to OBS for each rescue squad or ambulance call the information required on these three forms:
- (1) a signed medical necessity form, a sample copy of which is attached hereto and fully incorporated herein, together with
 - (2) the demographic sheet from each hospital or medical care facility to which the patient has been transported, and
 - (3) a completed run reports.

Any changes to personnel or squad licensing or equipment must be reported to OBS. Any discrepancy in deposit amount, receipt of deposit, direct payments reported or other questions regarding the squad's monies or invoice must be reported in writing to OBS within 60 days of the date of the report. OBS is not liable or responsible for discrepancies not reported in a timely manner.

5. **PAYMENT COLLECTION AND PROCESSING PROCEDURES.** Unless otherwise agreed to in writing by the Parties, OBS shall collect and process payment collections according to the following:
- a. OBS shall provide that payments on all claims shall be made in the name of the Medical Service Provider and claims payments forwarded to OBS.
 - b. Medical Service Provider shall provide OBS with all relevant and necessary banking information in order to process and complete any depository transactions related to this agreement.

- b. Medical Service Provider shall provide OBS with a “Deposit Only” Stamp and bank deposit slips.
 - c. If applicable, OBS will endorse claims payments “For Deposit Only” to Medical Service Provider’s bank and cause these claim payments to be deposited in Medical Service Provider’s account not less than once a month.
 - d. If applicable, Medical Service Provider has the option to sign a Direct Deposit Authorization Form to allow OBS to direct deposit claim payments directly into the Medical Service Provider’s bank account, not less than once a week following the receipt of claims payments.
 - e. In the event Medical Service Provider receives direct payment on any claims processed by OBS, it shall immediately notify and mail/fax a copy of direct payment along with any coordinating documentation to OBS for proper posting.
 - f. Alternative payment processing procedures may be arranged by the parties, but must be in writing, signed by both parties, and added to this agreement as an addendum.
6. **TERMINATION.** This agreement may be terminated according to the following provisions:
- A. Termination Without Cause. Either party may terminate this Agreement at any time by giving the other party sixty (60) days written notice of its intent to terminate. During said 60-day period, this agreement shall continue in full force and effect and OBS shall be entitled to compensation at the rate set forth above for all billing services provided during that time and for amounts collected by MEDICAL SERVICE PROVIDER as a result of the billing services provided by OBS after the effective date of termination of this agreement.
 - B. Terminate for Cause. A party shall have the right to terminate this Agreement upon written notice of such termination to the other party in the event:
 - i. the business of the other party is terminated or suspended.
 - ii. a petition for bankruptcy is filed by or against the other party.
 - iii. a receiver is appointed on account of the other party’s insolvency.
 - iv. breach of contract of any provision of this Agreement that the breaching party fails to cure within twenty (20) days or less.
 - C. Termination or Amendment as a Result of Government Regulation. A party shall have the right to terminate or unilaterally amend this Agreement, without liability, upon written notice to the other party, in order to comply with any legal order, ruling, opinion, procedure, policy, or other guidance issued by any federal or state agency, or to comply with any provision of law, regulation, or any requirement of accreditation, tax-exemption, federally-funded health care program participation or licensure which:
 - i. invalidates or is inconsistent with the provisions of this Agreement.
 - ii. would cause a party to be in violation of the law.
 - iii. jeopardizes the tax-exempt status of the terminating or amending party or any affiliate of such party, if applicable.
 - iv. jeopardizes the tax-exempt status of any bond’s issues for the benefit of the terminating or amending party or any affiliate of such party, if applicable, or
 - v. jeopardizes the good standing status of licensure, accreditation or participation in any federally-funded health care program, including the

Medicare and Medicaid programs, of the terminating or amending party or any affiliate of such party, if applicable. If either party deems it necessary to amend this Agreement as provided in this Section and the amendment is unacceptable to the other party, the unaccepting party may choose to terminate this Agreement immediately without cause or liability upon notice to the other party.

D. Payment of Fees After Termination. Upon any termination of this Agreement, CONTRACTOR shall be entitled to receive the fees accrued and unpaid through the effective date of termination.

7. **MODIFICATION AND ASSIGNMENT.** This agreement shall not be modified by either party unless the terms of modification of this agreement are reduced to writing and signed by both parties. Neither party may assign their right, obligations, or benefits under the terms of this agreement without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

8. **NOTICES.** All notices and other communications required or permitted to be given hereunder shall be made in writing and shall be considered given and received when (a) personally delivered to the other party, (b) delivered by courier, (c) delivered by facsimile or (d) certified mail receipt is executed by an authorized representative of the party intended to receive the communication.

<p>If to OBS:</p> <p>One Billing Services, LLC 11718 Nicholas Street, Suite 100 Omaha, NE 68154 ATTN: Beth Grassau</p>	<p>If to MEDICAL SERVICES PROVIDER:</p> <p>_____</p> <p>ATTN: _____</p> <p>_____</p> <p>_____</p>
<p>With a copy, by regular United States mail, postage prepaid, to:</p>	<p>With a copy, by regular United States mail, postage prepaid, to:</p>
<p>Erickson Sederstrom ATTN: Andrew Collins 10330 Regency Dr., Suite 100 Omaha, NE 68114</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

9. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Agreement is not intended to create any relationship between the parties beyond that of an independent entity contracting with each other solely for the purpose of effecting the provisions of this Agreement and its incorporated Attachments. Neither of the parties nor any of their authorized representatives shall have the authority to bind the other in contract or quasi-contract or shall be deemed or construed to be the agent, employee or representative of the other.

10. **AUTHORITY; EFFECT.** By executing this Agreement and its incorporated Attachments on behalf of OBS, the undersigned individual represents that he or she is duly authorized by OBS to make and enter into this Agreement and its incorporated Attachments on behalf

of OBS and represents that this Agreement and its incorporated Attachments constitutes the valid and binding obligation of OBS generally enforceable in accordance with its terms. By executing this Agreement and its incorporated Attachments on behalf of Medical Service Provider, the undersigned individual represents that he or she is duly authorized by Medical Service Provider to make and enter into this Agreement and its incorporated Attachments on behalf of Medical Service Provider, and represents further that this Agreement and its incorporated Attachments constitutes the valid and binding obligation of Medical Service Provider and is generally enforceable in accordance with its terms. This Agreement and its incorporated Attachments shall be binding on OBS and Medical Service Provider and on their respective successor organizations. The obligations of each party hereto may not be delegated without the other party's prior written consent.

11. INDEMNIFICATION. OBS agrees to defend, indemnify, and hold harmless the Medical Service Provider (including its officers, agents and employees) from and against any and all claims, demands, liabilities and costs incurred by the Medical Service Provider party, including reasonable attorney's fees, arising out of any claims for damages directly caused by an act or omission made by the Medical Service Provider or any claims for Social Security benefits, workers' compensation benefits, disability benefits, or any other cause of action which may directly arise out of the OBS's performance of its obligations under this Agreement and the incorporated Attachments. To the extent permitted by Nebraska law and Constitution, Medical Service Provider agrees to defend, indemnify, and hold harmless OBS (including its officers, agents, employees, and subcontractors) from and against any and all claims, demands, liabilities and costs incurred by OBS, including reasonable attorney's fees, arising out of any claims for damages directly or indirectly caused by an act or omission made by the Medical Service Provider which may directly or indirectly arise out of the Medical Service Provider's performance of its obligations under this Agreement and the incorporated Attachments. Furthermore, the Medical Service Provider agrees to defend, indemnify, and hold harmless OBS (including its officers, agents, employees, and subcontractors) from and against any and all claims, demands, liabilities and costs incurred by OBS, including reasonable attorney's fees, arising out of any claims for negligence or any other cause of action for damages directly or indirectly related to the accuracy or substance of the work product transmitted from the Medical Service Provider to OBS.
12. INSURANCE. Medical Service Provider agrees to provide general liability and medical negligence insurance for Medical Service Provider, its agents, and employees. OBS agrees to provide general liability insurance for OBS, its agents and employees. Upon request, the parties agree to furnish to the other appropriate certificates of insurance. Both Medical Service Provider and OBS agree that such insurance may not be changed in any material way without at least thirty (30) days advance written notice to the other party
13. EXCLUDED PROVIDER WARRANTY. Neither party is now and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Each party hereby agrees to immediately notify the other party of any threatened, proposed, or actual exclusion from any federally funded health care program, including Medicare and Medicaid. Each party further represents and warrants that none of its employees are now and at no time have been excluded from participation in any federally funded health care program, including Medicare and Medicaid, and that if an employee of a party becomes so excluded, such employee shall be terminated. In the event either party is excluded from participation in any federally funded health care program during the Term of this Agreement, this Agreement and its incorporated

Attachments shall, as of the effective date of such exclusion or breach, automatically terminate. Each party shall indemnify the other for any and all damages resulting from such party's exclusion from any federally funded health care program, including Medicare and Medicaid.

14. ACCESS TO BOOKS AND RECORDS. Until the expiration of four (4) years after the furnishing of the services under this Agreement, each party shall make available to the Secretary of the United States Department of Health and Human Services, and the United States Comptroller General, and their representatives, a copy of this Agreement and its incorporated Attachments and such books, documents and records of that party that are necessary to certify the nature and extent of any cost incurred by either party. If a party carries out the duties of the Agreement through a subcontract worth Ten Thousand and 00/100 Dollars (\$10,000.00) or more over a twelve (12) month period with a related organization, the subcontract shall contain a clause placing the same obligations on the subcontractor as this clause places on that party. In the event this Agreement is not subject to the provisions of 42 U.S.C. 1395x (v)(1)(I) and 42 C.F.R. 420.300, et. seq. or relevant regulations, this paragraph shall be of no effect.

15. CONFIDENTIALITY. The parties shall maintain the confidentiality of patient medical records in accordance with state and federal laws. Each party further acknowledges that information regarding the other party and its business operations, including, but not limited to, procedures, policies, programs, billing codes and systems, reimbursement and fee schedules, contracts, business plans and such other business records is proprietary and confidential. Each party agrees to hold such information in strict confidence and not disclose or make available such information to any third party, except as required by law. This provision shall survive any termination of this Agreement.

16. HIPAA BUSINESS ASSOCIATE ASSURANCES.

A. Privacy Rule

1. OBS, in its capacity as a Business Associate, shall carry out its obligations under this Agreement in compliance with the Privacy Regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Section 261, et seq., as amended (“HIPAA”), to protect the privacy of any personally identifiable protected health information (“PHI”) that is collected, processed or learned as a result of the Services provided hereunder. In conformity therewith, OBS agrees that it will:

- (a) Not use or further disclose PHI except as permitted under this Agreement or required by law.
- (b) Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement
- (c) Mitigate, to the extent practicable, any harmful effect that is known to OBS of a use or disclosure of PHI by OBS in violation of this Agreement.
- (d) Report to Medical Service Provider any use or disclosure of PHI by OBS in violation of this Agreement.
- (e) Ensure that any agents or subcontractors to whom OBS provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to OBS with respect to such PHI.
- (f) Make PHI available to Medical Service Provider and to the individual who has a right to access as required under HIPAA within 30 days of the request by Medical Service Provider regarding the individual.

- (g) Incorporate any amendments to PHI when notified to do so by Medical Service Provider.
 - (h) Provide an accounting of all uses or disclosures of PHI made by OBS as required under the HIPAA privacy rule within 60 days.
 - (i) Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Medical Service Provider's compliance with HIPAA; and
 - (j) At the termination of this Agreement, return or destroy all PHI received by OBS on behalf of, Medical Service Provider and if return is infeasible, the protections of this Agreement will extend to such PHI.
2. The specific uses and disclosures of PHI that may be made by OBS on behalf of Medical Service Provider include:
- (a) The preparation of invoices to patients, carriers, insurers and Others responsible for payment or reimbursement of the services provided by Medical Service Provider to its patients.
 - (b) Preparation of reminder notices and documents pertaining to collections of overdue accounts.
 - (c) The submission of supporting documentation to carriers, insurers, and other payers to substantiate the health care services provided by Medical Service Provider to its patients or to appeal denials of payment for same.
 - (d) Uses required for the proper management of OBS as a business associate.
 - (e) Other uses and disclosures of PHI that are enumerated within this Agreement.
 - (f) Other uses or disclosures of PHI as permitted by the HIPAA Privacy Rule.

B. Security Rule

1. OBS, in its capacity as a Business Associate, shall carry out its obligations under this Agreement in compliance with the Security Regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended (“HIPAA”), regarding the security of electronic protected health information (“e-PHI”) that is received as a result of the Services provided hereunder. In conformity therewith, OBS agrees that it will:
- (a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity as required in the regulations;
 - (b) Ensure that any agent of OBS, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect protected health information; and
 - (c) Report to the Medical Service Provider any security incident of which it becomes aware. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by Medical Service Provider, in its sole discretion, if Medical Service Provider determines that OBS has violated a term or provision of this Paragraph pertaining to OBS's obligation as a Business Associate of Medical Service Provider, or if OBS engages in conduct which would, if committed by Medical Service Provider, result in a violation of the HIPAA privacy rule or HIPAA security rule by Medical Service Provider.

17. COMPLIANCE

- A. OBS will conduct its activities and operations in compliance with all state and federal statutes, rules, and regulations applicable to billing activities.
 - B. Medical Service Provider shall conduct its activities, operations, and documentation in compliance with all applicable state and federal statutes, rules and regulations. Medical Service Provider expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services.
 - C. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or a questionable claim or claim practice agrees to notify the other party within thirty (30) days so the other party may appropriately address the matter.
 - D. The parties represent that they are not the subject of any actions or investigations pertaining to its participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or federal health care program.
 - E. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments un such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions if this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.
18. SEVERABILITY. If any section, portion, or clause of this agreement is deemed to be legally unenforceable, such unenforceability shall not invalidate the remaining provisions of this agreement and such provisions shall remain valid and enforceable against either party.
19. GOVERNING LAW. This Agreement and any incorporated Attachments shall be construed under and shall be governed by the substantive laws of the State of Nebraska and applicable federal laws.
20. AMENDMENT. This Agreement or its incorporated Attachments may not be amended except upon written agreement signed by both parties.
21. HEADINGS. The headings to the various sections of this Agreement or its incorporated Attachments have been inserted for convenience only and shall not modify, define, limit, or expand the express provisions of this Agreement or its incorporated Attachments.

22. WAIVER. The waiver of a breach of or default under any term or provision of this Agreement or its incorporated Attachments by either party, by course of dealing or otherwise, shall not be deemed a waiver of any other or subsequent breach of or default under the same or a different provision of this Agreement or its incorporated Attachments.
23. ENTIRE AGREEMENT. This Agreement or its incorporated Attachments constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written, concerning the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of _____, 2023 to become effective as of the day and year of the effective date set forth above.

One Billing Solution, LLC

City of Waverly
 (“Medical Service Provider”)

 Signature

 Signature

By: Beth Grassau

By: William D. Gerdes

Title: Director of Operations

Title: Mayor

Date: _____

Date: _____

**EXHIBIT A –
 AUTOMATIC INVOICE PAYMENT ADDENDUM**

Medical Service Provider: _____

Address, City, State, Zip: _____

By signing below, the Medical Service Provider is hereby enrolling in the Automatic Invoice Payment program. The Medical Service Provider hereby authorizes its financial institution/bank (listed below) to make Automatic Payments to One Billing Solutions, LLC (“OBS”) on the Payment Due Date or next business day following Payment Due Date. The Medical Service Provider agrees that this authorization will remain in effect until revoked or changed by the Medical Provider by giving written notice to OBS and its financial institution/bank of revocation or change at least ten (10) business days before the next Payment Due Date. Medical Provider understands that if an Automatic Payment does not occur for any reason whatsoever, Medical Provider is still required to make the required monthly payment and Medical Provider will be responsible for any late fees, charges or other consequences of late or non-payment. If Medical Provider does not enroll in the Automatic Payment program or if the authorization is otherwise revoked or terminated, Medical Provider is solely responsible for timely making of all invoice payments required under the Billing Services Agreement, Section 3 Compensation.

Automatic Payment transaction costs shall be applied to all automatic payments as follows:

Invoice Amount/Type	Transaction Cost
\$1,000.00+	\$0
\$0.01 - \$999.99	\$8.12 per transaction (monthly)

Financial Institution/Bank Name: _____

Name/Title on Account: _____

Account Type: Checking: _____ Savings: _____

Account Number: _____ Routing Number: _____

Authorized Signer (Print Name): _____

Signature: _____ Date/Effective Date: _____