

Tentative Agenda for the WAVERLY CITY COUNCIL MEETING to be held on May 28, 2024 at 6:00 PM. This meeting will be held at the Waverly City Office Building, 14130 Lancashire, Waverly, NE 68462. 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. **DC Addition**
 - 2.a) Public Hearing: Proposed zoning change from Agricultural (AG) District to Limited Industrial (LI) District for a portion of property generally located south of Mill Road and west of N 162nd St.
 - 2.b) Consideration of the first reading of Ordinance 24-03 to Rezone a portion of property generally located south of Mill Road and west of N 162nd St from Agricultural (AG) District to Limited Industrial (LI) District.
 - 2.c) Public Hearing: DC Addition Preliminary Plat.
 - 2.d) Consideration of approval of DC Addition Preliminary Plat.
 - 2.e) Public Hearing: DC Addition Final Plat.
3. **Sheriff's Report**
4. **Public Comments**
5. **Approval of Minutes**
 - 5.a) *Minutes of the May 14, 2024 City Council Meeting
6. **Consideration of Claims and Financial Reports**
 - 6.a) Claims for payment
 - 6.b) Keno & Sales Tax Reports
7. **Introduction of Resolutions**
 - 7.a) Consideration of Resolution 24-07 adopting and revising the Employee Handbook.
8. **Introduction of Ordinances**
9. **Introduction of Business and Communications**
 - 9.a) Consideration of an agreement with Medi-Waste Disposal, LLC to provide waste disposal services for the Waverly Fire & Rescue Department.
 - 9.b) Consideration of a bid for drilling a new well at Lawson Park from AWS Well Co in an amount not to exceed \$37,320.89.
10. **Committee Reports**
 - 10.a) Human Services (Park & Recreation): Council Member Jespersen
 - 10.b) Public Works (Utilities & Street): Council Member Nielson

- 10.c) Public Health (Fire & Safety): Council Member Pascoe
- 10.d) Fiscal & Economic Development: Council Member Hummel
- 10.e) City Administrator Fisher

11. Adjournment

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

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

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

ORDINANCE NO. 24-03

AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA TO REZONE A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER AND IRREGULAR TRACT LOTS 29 & 34 OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP-11-NORTH, RANGE-8, EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN LANCASTER COUNTY, NEBRASKA FROM AGRICULTURAL (AG) DISTRICT TO LIMITED INDUSTRIAL (LI) DISTRICT.

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 the West half of the Northeast Quarter and Irregular Tract Lots 29 & 34 of the Northeast Quarter of Section 10, Township-11-North, Range-8, East of the Sixth Principal Meridian, in Lancaster County, Nebraska from Agricultural (AG) District to Limited Industrial (LI) District 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 _____, 2024.

William D. Gerdes, Mayor

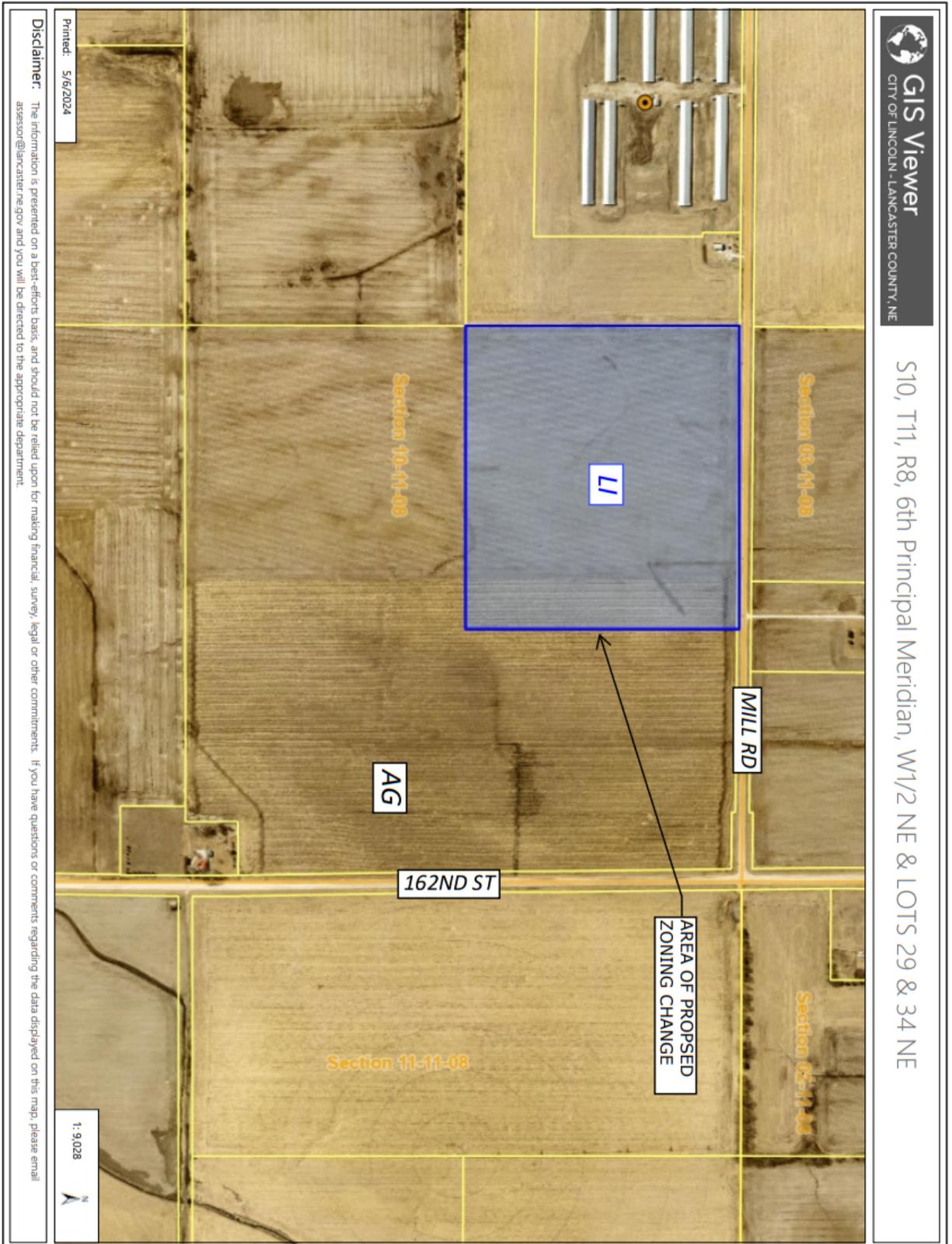
ATTEST:

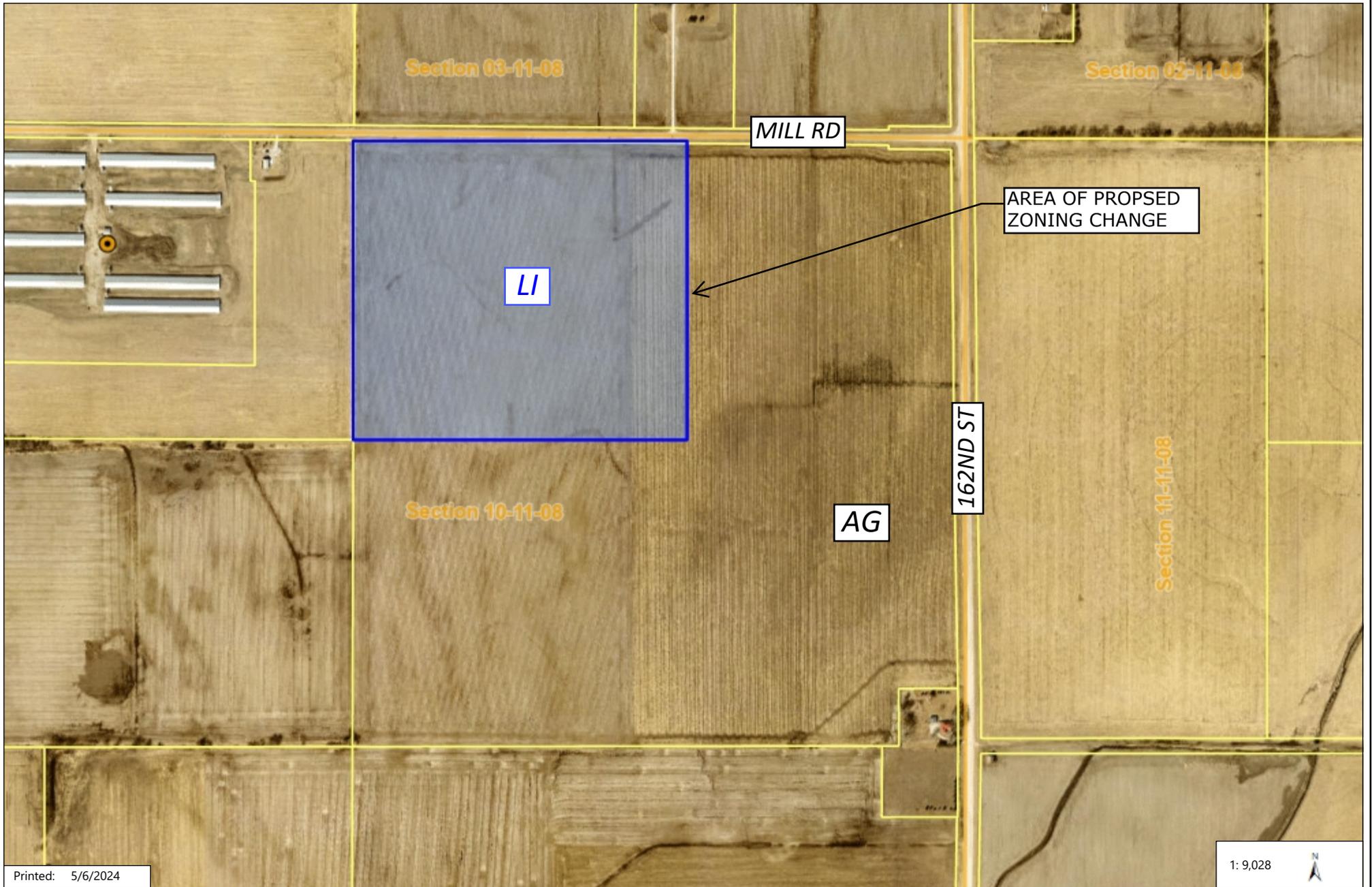
Megan K. Frye, City Clerk/Deputy Treasurer

(SEAL)

ORDINANCE 24-03

EXHIBIT A





Printed: 5/6/2024

1: 9,028



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

Date: May 14, 2024

To: Waverly Planning Commission Members:
Kris Bohac, Melissa Brown, Lindsay Erickson, Heather Chloupek, Tyson Ritz, Allison Stark, Tony Larson

CC: Stephanie Fisher, Bill Gerdes, Megan Frye

From: Mike Palm, Building Inspector/Zoning Administrator

Subject: **Change of Zoning Request 24-02**

General Information:

Legal Description: Portion of West half of the Northeast Quarter and Irregular Tract Lots 29 & 34 of the Northeast Quarter of Section 10, Township-11-North, Range-8-East of the Sixth Principal Meridian of Lancaster County, Nebraska

Land area: 1,811,249 sq. ft.

Applicant: Matt Warner
14650 Woodstock Blvd.
Waverly, NE 68462

Owner: Mill Road Development, LLC (Attn: Matt Warner)

Existing Zoning: Agricultural (AG)

Propose Zoning: Limited Industrial District (LI)

Existing Land Use: Crops

Surrounding Land Use and Zoning:

North:	Zoned: Agricultural	Use: Crops/Residence
South:	Zoned: Agricultural	Use: Crops
East:	Zoned: Agricultural	Use: Crops
West:	Zoned: Agricultural	Use: Crops/Chicken Barns/Residence

Comprehensive Plan Considerations:

The Future Land Use Map designates this area as Industrial.

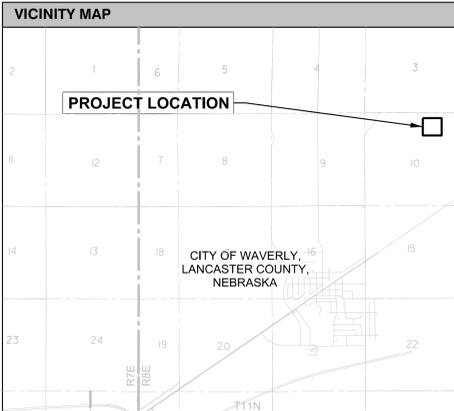
Analysis:

1. There is 1 portion of a lot proposed to change zoning from Agricultural to Limited Industrial.
2. The lot lies outside of the city's corporate limits, partially within Waverly's 1-mile extra-territorial jurisdiction and Lancaster County Jurisdiction. Waverly is responsible for any zoning change approval for property within its jurisdiction. Lancaster County will be responsible for zoning change approval for property within its jurisdiction.
3. Per the City's Future Land Use Map, this property is designated as Industrial use.

4. The portion to be rezoned fronts Bluff Rd (North) and is bound by a private property to the East (Mill Road Development), AG residence to the West (Bevans Barns), and private property to the South (Mill Road Development).
5. The portion to be rezoned is planned to be subdivided into 10 Limited Industrial use lots and 1 Outlot (A) for a private roadway/blanket public access & utility easement.
6. Proposed Outlot C is to remain AG, per the Change of Zone Exhibit.
7. Portions of Block 1, Lot 6, Outlot A and Outlot C contain 1% Chance Annual Flood Risk Areas (100-year floodplain). A base flood elevation has been determined for development purposes. The city has received and reviewed the floodplain development permit application.
8. The plat has been peer reviewed by the city's engineering consultant and all comments have been addressed by the developer's engineer.
9. Based on the information provided, I recommend approval of the zoning change request.

D.C. ADDITION PRELIMINARY PLAT

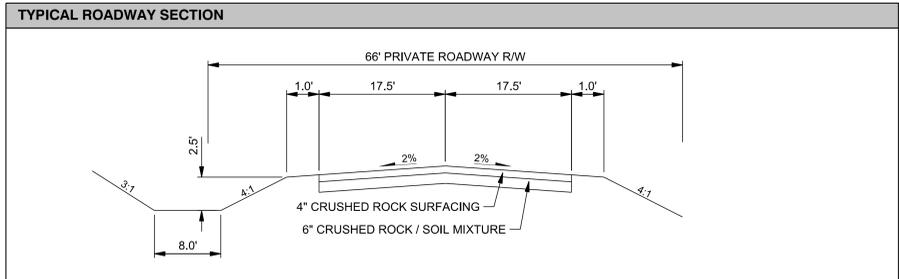
SHEET INDEX	
COVER	1
SITE PLAN	2
PROPERTY BOUNDARY	3
GRADING PLAN	4
ROADWAY PLAN & PROFILES	5



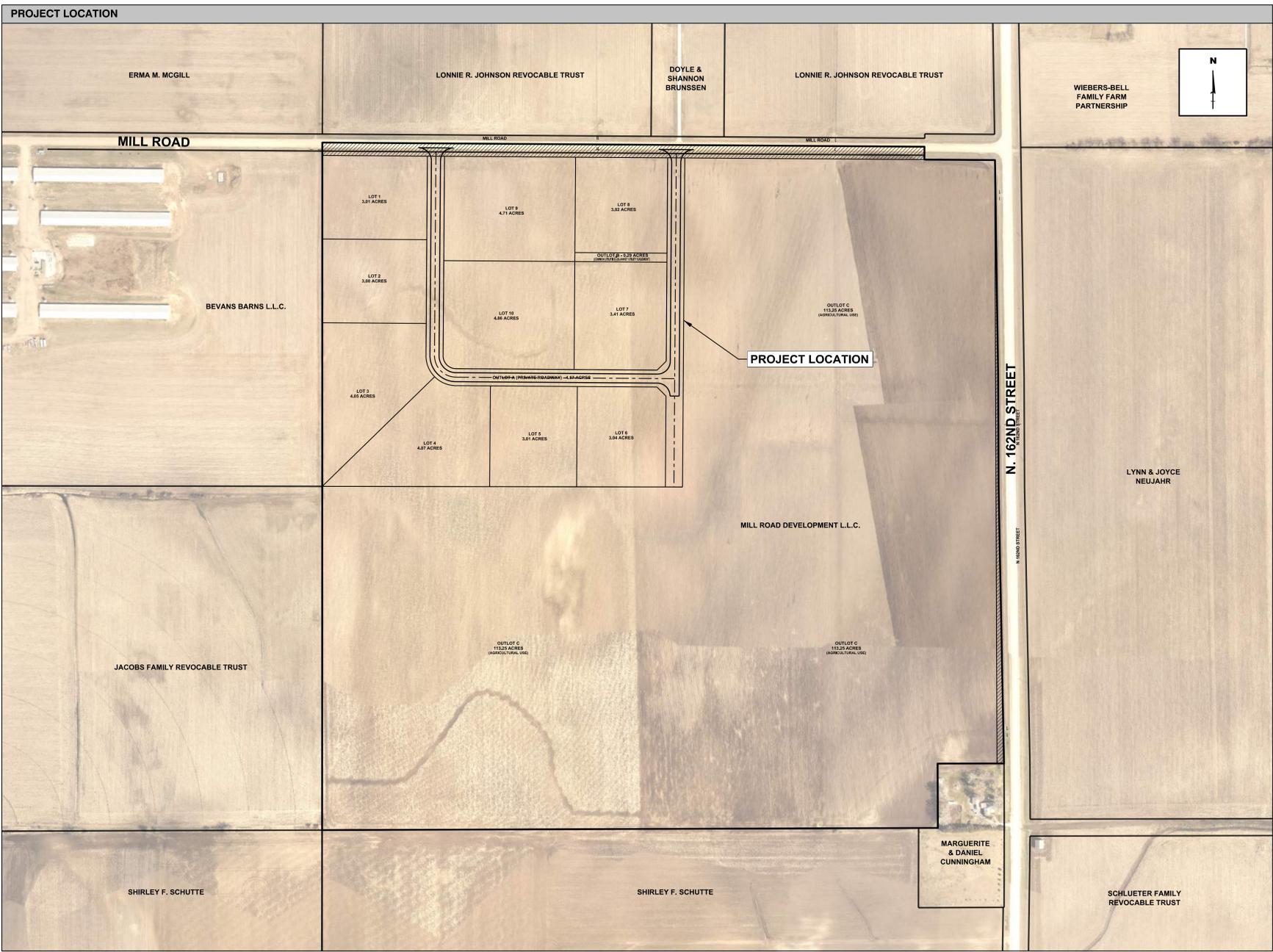
ENGINEER / PREPARER



Alfred Benesch & Company
825 M Street, Suite 100
Lincoln, Nebraska 68508
402-479-2200



- GENERAL NOTES**
- SANITARY SEWER TO BE 8" AND WATER LINES TO BE 8" MIN. PIPE UNLESS OTHERWISE SHOWN. STORM SEWER SHALL BE REINFORCED CONCRETE PIPE UNLESS OTHERWISE SHOWN. PUBLIC AND PRIVATE UTILITIES TO BE BUILT TO CITY OF WAVERLY SPECIFICATIONS.
 - ALL PAVEMENT RETURN RADII TO BE 50' (MIN.) UNLESS OTHERWISE NOTED.
 - THE DEVELOPER AGREES TO COMPLY WITH THE DESIGN STANDARDS OF THE CITY OF WAVERLY FOR EROSION CONTROL AND SEDIMENTATION DURING AND AFTER LAND PREPARATION.
 - ALL ROADS ARE PROPOSED TO BE PUBLIC WITH PUBLIC UTILITIES UNLESS NOTED OTHERWISE. PUBLIC UTILITIES ARE LOCATED IN PUBLIC STREET RIGHT OF WAY.
 - THE PROPOSED AREA IS CURRENTLY ZONED AGRICULTURAL (AG).
 - ALL DIMENSIONS ALONG CURVES ARE CHORD DISTANCES UNLESS NOTED OTHERWISE.
 - ALL ELEVATIONS ARE NAVD 1988.
 - PROPOSED INTERNAL LOT DIMENSIONS, SIZES AND CONFIGURATIONS SHOWN ARE CONCEPTUAL ONLY AND CAN BE ADJUSTED AT THE TIME OF FINAL PLATS.
 - SPECIFIC DETAILED PLANS FOR PARKING AND BUILDING LAYOUT WILL BE SUBMITTED WITH PLANS AS THEY ARE DEVELOPED AND SHALL BE APPROVED THROUGH THE BUILDING PERMIT PROCESS PROVIDED THEY MEET ZONING AND SETBACK REQUIREMENTS.
 - UNLESS OTHERWISE SHOWN, BUILDING ENVELOPES FOR INDIVIDUAL LOTS SHALL BE IN ACCORDANCE WITH THE CITY OF WAVERLY PLANNING AND ZONING REGULATIONS. BUILDING STRUCTURES INCLUDING EAVES, OVERHANGS, CANOPIES, PATIOS, ETC. CAN BE LOCATED ANYWHERE WITHIN THE LOT PROVIDED THEY DO NOT ENCROACH ANY REQUIRED FRONT YARDS, SIDE YARDS, REAR YARDS, EASEMENTS OR EXTEND ACROSS LOT LINES. PARKING LOTS SHALL NOT ENCROACH INTO PUBLIC ACCESS EASEMENTS ALONG ANY DESIGNATED ROADWAY.
 - TOTAL USAGE: TOTAL BLOCKS - 1
TOTAL LOTS - 10 (LI ZONING)
TOTAL OUTLOTS - 3
 - A DEVELOPMENT ASSOCIATION SHALL BE CREATED TO MAINTAIN STORM WATER DETENTION CELLS AND OTHER PRIVATE IMPROVEMENTS.
 - ANY RELOCATION OF EXISTING UTILITY FACILITIES WILL BE AT THE DEVELOPER'S EXPENSE.
 - ALL PROPERTY CORNERS HAVE BEEN VERIFIED AND PROPERTY CORNER MONUMENTS FOUND OR SET BY A LICENSED SURVEYOR.



LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND I.T. LOT 29., SECTION 10, TOWNSHIP 11 NORTH, RANGE 8 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE N1/4 CORNER OF SAID SECTION 10; THENCE S89°35'53"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID SECTION 10, 2320.33 FEET; THENCE S00°25'32"W, 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF MILL ROAD; THENCE S89°35'53"E ON SAID SOUTH RIGHT-OF-WAY, 271.97 FEET TO POINT ON THE WEST RIGHT-OF-WAY OF N 162ND STREET; THENCE ON SAID WEST RIGHT-OF-WAY FOR THE NEXT THREE (3) COURSES: 1) S00°50'08"E, 843.13 FEET, 2) S00°12'55"E, 430.59 FEET, 3) S01°07'21"E, 1073.62 FEET TO THE NORTHEAST CORNER OF LOT 1, NOONAN ADMINISTRATIVE SUBDIVISION, A PLATTED AND RECORDED SUBDIVISION, LANCASTER COUNTY, NEBRASKA; THENCE ON THE NORTH LINE OF SAID LOT 1 S89°49'53"W, 255.94 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE ON THE WEST LINE OF SAID LOT 1, S00°11'44"E, 250.12 FEET TO A POINT OF THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE ON SAID SOUTH LINE, S89°47'59"W, 2372.42 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE ON SAID WEST LINE OF THE NORTHEAST QUARTER, N00°01'28"E, 1336.92 FEET; THENCE CONTINUING ON SAID WEST LINE, N00°00'19"E, 1337.47 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS 157.60 ACRES (6,865,266.30 SQ. FT.), MORE OR LESS, OF WHICH 3.32 ACRES IS DEDICATED AS COUNTY ROAD RIGHT-OF-WAY.

OWNER / DEVELOPER

MILL ROAD DEVELOPMENT L.L.C.
P.O. BOX 553
WAVERLY, NE 68462

DATE _____ MATT WARNER

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT I HAVE CAUSED TO BE SURVEYED THE BOUNDARY OF THE PRELIMINARY PLAT AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED OR FOUND AT ALL BOUNDARY CORNERS.

DATE _____ CORY L. REINKE NE L.S. #713

ENGINEER'S CERTIFICATION

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF NEBRASKA. THESE PLANS MEET THE REQUIREMENTS OF THE CITY ENGINEER'S OFFICE DESIGN REQUIREMENTS.

DATE _____ FRANK J. DOLAND E-7854

PROFESSIONAL CIVIL ENGINEER / COORDINATING PROFESSIONAL

PROFESSIONAL LAND SURVEYOR

APPROVAL

THE PRELIMINARY PLAT OF D.C. ADDITION WAS APPROVED AND ACCEPTED BY THE PLANNING COMMISSION OF THE CITY OF WAVERLY, LANCASTER COUNTY, NEBRASKA, THIS _____ DAY OF _____ 20____.

DATE _____ PLANNING COMMISSION CHAIRMAN

DATE _____ ADMINISTRATIVE OFFICIAL

DATE _____ MAYOR

NO.	REVISIONS	DATE

COVER

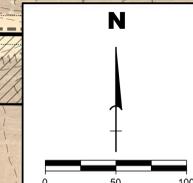
**D.C. ADDITION
N 162ND ST & MILL ROAD
WAVERLY, NEBRASKA**

benesch
Alfred Benesch & Company
825 M Street, Suite 100
Lincoln, Nebraska 68508
402-479-2200
Job No. 112842.00

PROJECT: 112842.00
DATE: 2/5/2024
SHEET: **1 OF 5**

Y:\Lincoln\112842\00\Eng_Docs\Sheets\Preliminary\Plat01 - Cover.dgn - 200,0000 PL In. - 2/5/2024

MILL ROAD



LOT 1
3.01 ACRES

LOT 9
4.71 ACRES

LOT 8
3.02 ACRES

LOT 2
3.00 ACRES

OUTLOT B - 0.29 ACRES
(COMMON UTILITIES) (BLANKET UTILITY EASEMENT)

LOT 10
4.86 ACRES

LOT 7
3.41 ACRES

OUTLOT C
114.27 ACRES

LOT 3
4.05 ACRES

OUTLOT A (PRIVATE ROADWAY) - 4.57 ACRES

LOT 4
4.07 ACRES

LOT 5
3.01 ACRES

LOT 6
3.04 ACRES

SW CORNER, N1/2, NE1/4
SEC. 10-11-08
FOUND 1" ID IP CRIMPED

DELTA=44°58'12"
L=91.05'
R=116.00'
T=48.01'
CH. BRG.=S22°05'53"E
CH. L=88.78'

DELTA=45°01'48"
L=91.17'
R=116.00'
T=48.08'
CH. BRG.=S67°05'53"E
CH. L=88.78'

DELTA=90°00'00"
L=78.54'
R=50.00'
T=50.00'
CH. BRG.=S44°35'53"E
CH. L=70.71'

Y:\lincoln\124008112402\02Eng_Docs\Sheets\Preliminary\Plot02 - Site Plan.dgn - 50,000.00 ft. in. - 2/9/2024

NO.	REVISIONS	DATE

SITE PLAN

**D.C. ADDITION
N 162ND ST & MILL ROAD
WAVERLY, NEBRASKA**

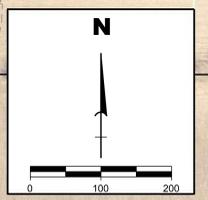


PROJECT	112462.00
DATE	2/9/2024
SHEET	2 OF 5

Y:\Lincoln\124006\112462\00\Eng_Docs\Sheets\Preliminary\Plat03 - Property Boundary.dgn -- 100.00000 ft. in. -- 2/8/2024

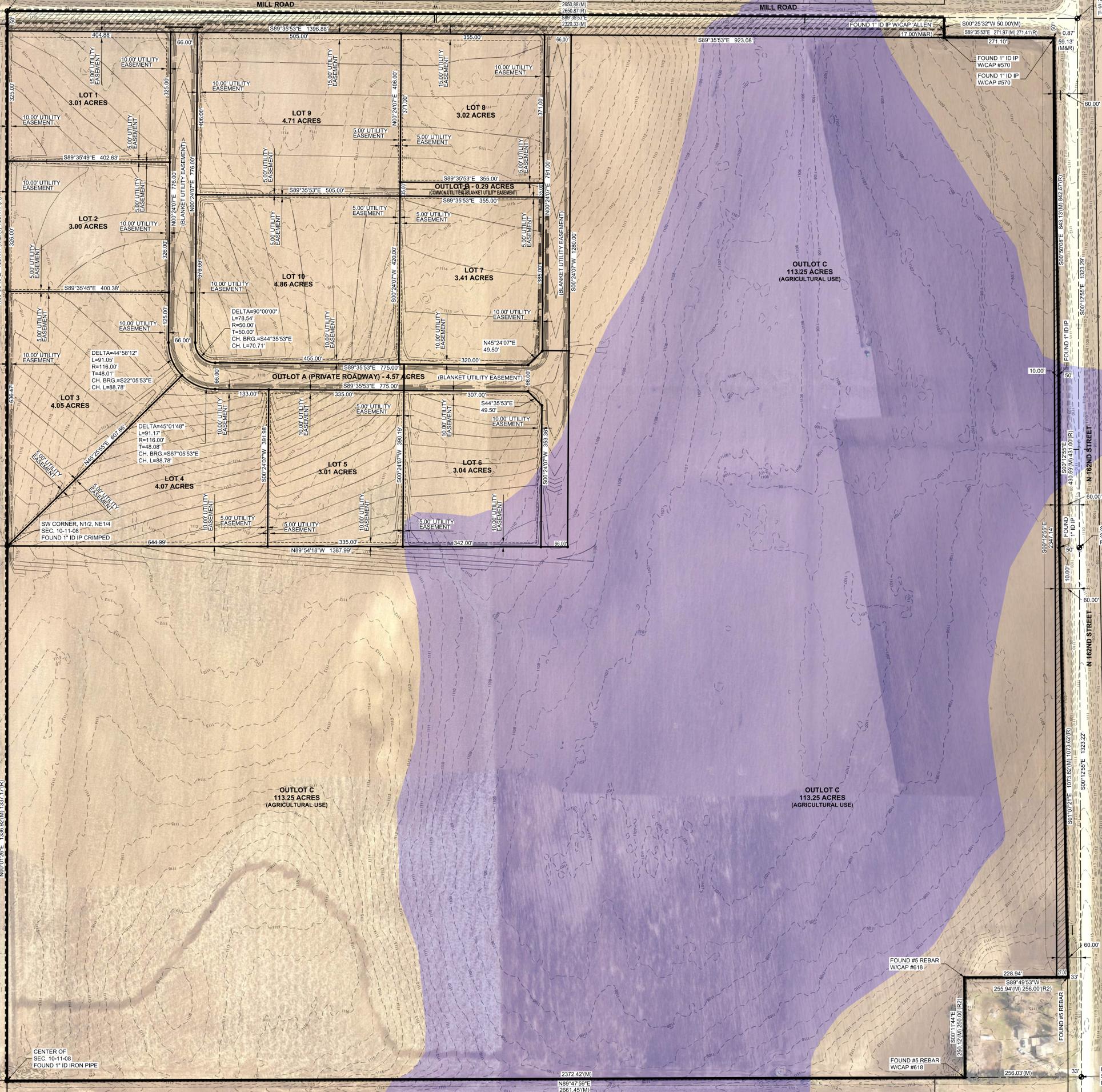
N1/4 CORNER SEC. 10-11-08 - FOUND 2" LCSM
POINT OF BEGINNING
N: 252671.97 E: 212879.35 (LAN. CO. GRID)

NE CORNER
SEC. 10-11-08
FOUND 2" LCSM



LEGEND

- M MEASURED DISTANCE
- R RECORDED DISTANCE (AA-24441)
- R1 RECORDED DISTANCE (BEVANS NORTH 1ST ADDITION)
- R2 RECORDED DISTANCE (NOONAN ADMIN. SUBDIVISION)
- SECTION CORNER FOUND (W/DESCRIPTION)
- PROPERTY CORNER FOUND (W/DESCRIPTION)
- PROPERTY CORNER SET (30"x5/8" REBER W/CAP #713)
- BOUNDARY LINE
- - - LOT LINE
- - - EASEMENT LINE
- - - PLAT BOUNDARY



CENTER OF
SEC. 10-11-08
FOUND 1" ID IRON PIPE

E1/4 CORNER
SEC. 10-11-08
FOUND 2" LCSM

NO.	REVISIONS	DATE

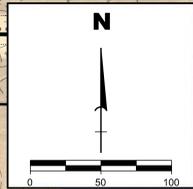
PROPERTY BOUNDARY

**D.C. ADDITION
N 162ND ST & MILL ROAD
WAVERLY, NEBRASKA**

benesch
Alfred Benesch & Company
825 M Street, Suite 100
Lincoln, Nebraska 68508
402-779-2200
Job No. 119442.00

PROJECT	112462.00
DATE	2/5/2024

MILL ROAD



LOT 1
3.01 ACRES

LOT 9
4.71 ACRES

LOT 8
3.02 ACRES

LOT 2
3.00 ACRES

OUTLOT B - 0.29 ACRES
(COMMON UTILITIES) (BLANKET UTILITY EASEMENT)

LOT 10
4.86 ACRES

LOT 7
3.41 ACRES

OUTLOT C
114.27 ACRES

LOT 3
4.05 ACRES

OUTLOT A (PRIVATE ROADWAY) - 4.57 ACRES

LOT 4
4.07 ACRES

LOT 5
3.01 ACRES

LOT 6
3.04 ACRES

SW CORNER, N1/2, NE1/4
SEC. 10-11-08
FOUND 1" ID IP CRIMPED

DELTA=44°58'12"
L=91.05'
R=116.00'
T=48.01'
CH. BRG.=S22°05'53"E
CH. L=88.78'

DELTA=45°01'48"
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CH. BRG.=S67°05'53"E
CH. L=88.78'

DELTA=90°00'00"
L=78.54'
R=50.00'
T=50.00'
CH. BRG.=S44°35'53"E
CH. L=70.71'

N89°35'53"W
2850.88(M)
2850.87(R)

S89°35'53"E
2320.33(M)

S44°35'53"E
49.50'

N89°54'18"W 1387.99'

NO.	REVISIONS	DATE

PROJECT: 112462.00
DATE: 2/5/2024
SHEET: 4 OF 5

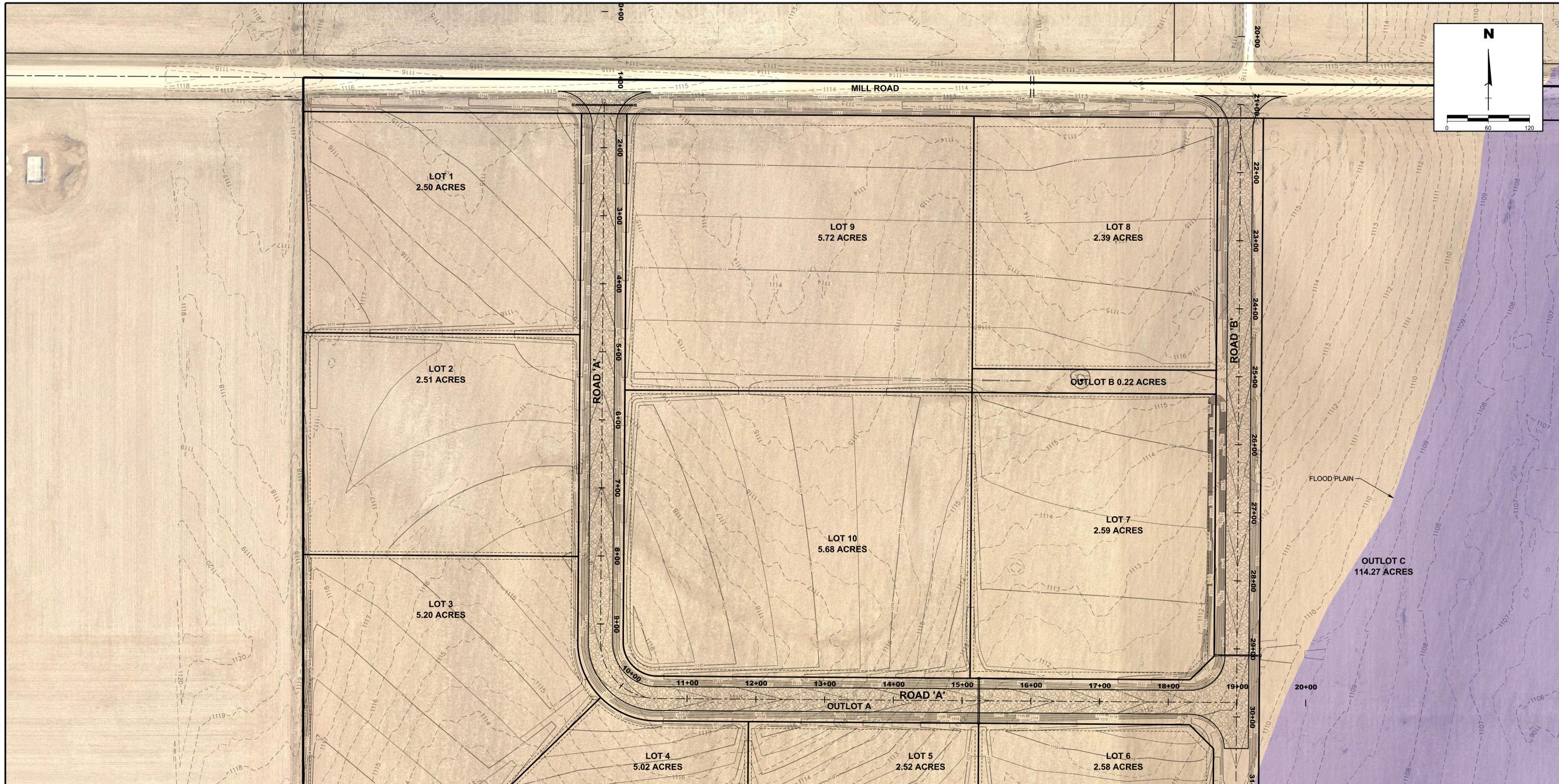
GRADING PLAN

**D.C. ADDITION
N 162ND ST & MILL ROAD
WAVERLY, NEBRASKA**

benesch
Alfred Benesch & Company
825 M Street, Suite 100
Lincoln, Nebraska 68508
402-279-2200 Job No. 112462.00

Y:\Lincoln\112462\01\12462\01\Eng_Docs\Sheets\Preliminary\Plan\04 - Grading Plan.dgn - 50,000 ft. in. - 2/9/2024

Y:\Lincoln\124008112462\00Eng_Docs\Sheets\Preliminary\Plan05 - Roadway Plan-Profile (60 Scale).dgn -- 60.0000 ft. in. -- 2/9/2024



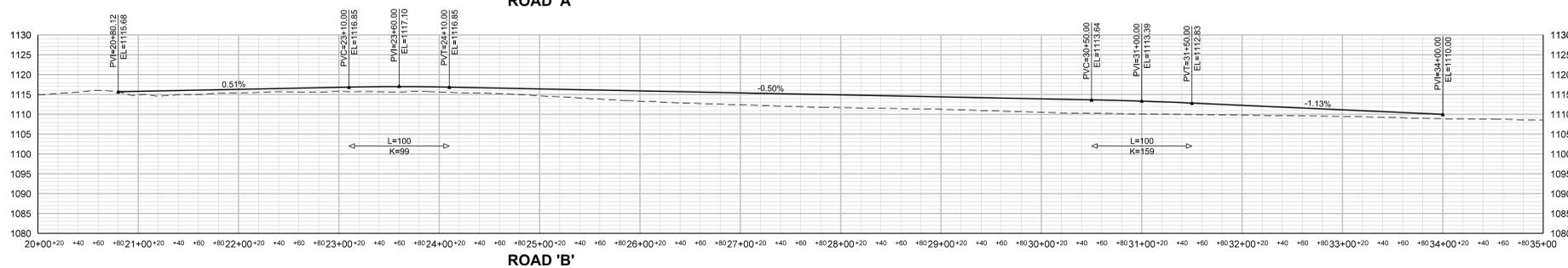
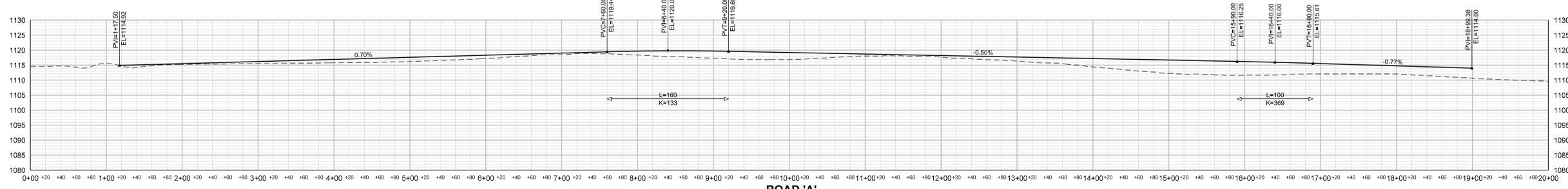
NO.	REVISIONS	DATE

ROADWAY PLAN & PROFILES

**D.C. ADDITION
N 162ND ST & MILL ROAD
WAVERLY, NEBRASKA**

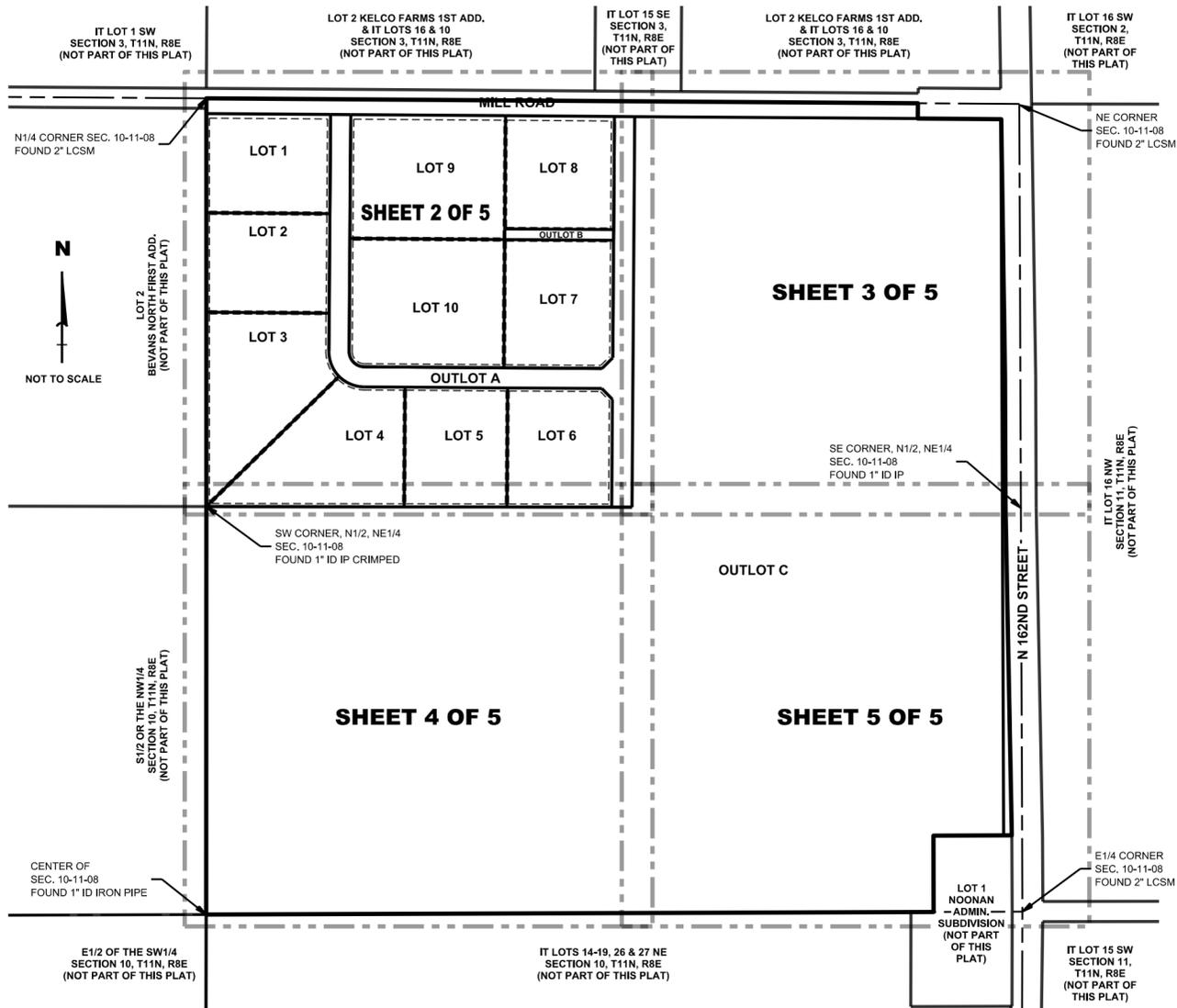
benesch
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 Job No. 112462.00

PROJECT: 112462.00
 DATE: 2/5/2024
 SHEET: **5 OF 5**



D.C. ADDITION

FINAL PLAT



FINAL PLAT DEDICATION

THE FOREGOING PLAT, KNOWN AS D.C. ADDITION, 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 SUCCESSOR, ASSIGNS, AND PERMITTEES; TO ALLOW ENTRY FOR THE PURPOSE 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 ANY EASEMENT SHOWN THEREON SHALL BE PROHIBITED. LANCASTER COUNTY, NEBRASKA, ITS SUCCESSORS, ASSIGNS, AND PERMITTEES ARE HEREBY HELD HARMLESS FOR THE COST OF REPLACEMENT OR DAMAGE TO ANY IMPROVEMENT OR VEGETATION OVER, UPON, OR UNDER ANY EASEMENT SHOWN THEREON.

THE CONSTRUCTION OR LOCATION OF ANY FENCE OR OTHER IMPROVEMENT WHICH OBSTRUCTS DRAINAGE SHALL BE PROHIBITED OVER, UPON, OR UNDER ANY STORM DRAIN EASEMENTS OR DRAINAGE EASEMENT SHOWN THEREON.

A PUBLIC ACCESS EASEMENT IS HEREBY GRANTED OVER THE PRIVATE ROAD(S) TO THE LANCASTER COUNTY, NEBRASKA, A MUNICIPAL CORPORATION, ITS SUCCESSORS, ASSIGNS, AND PERMITTEES AND TO THE PUBLIC GENERALLY FOR VEHICULAR AND PEDESTRIAN PURPOSES. THE CONSTRUCTION OR LOCATION OF ANY GATE, FENCE, OR OTHER BARRIER RESTRICTING VEHICULAR AND PEDESTRIAN ACCESS OVER THE PRIVATE ROADWAY SHALL BE PROHIBITED EXCEPT WHEN NECESSARY TO CONTROL TRAFFIC DURING THE CONSTRUCTION, RECONSTRUCTION, REPAIR, OR MAINTENANCE OF THE PRIVATE ROADWAY.

THE RIGHT TO DIRECT VEHICULAR ACCESS TO MILL ROAD IS HEREBY RELINQUISHED, EXCEPT FOR THE LOCATIONS IDENTIFIED ON THIS PLAT.

WITNESS MY HAND THIS ____ DAY OF _____, 2024.

MATT WARNER
PRESIDENT
MILL ROAD DEVELOPMENT, LLC.

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF LANCASTER) S.S.

ON THIS _____ DAY OF _____, 2024, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY CAME MATT WARNER, WHO IS PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THIS PLAT AS PRESIDENT, MILL ROAD DEVELOPMENT, LLC, A NEBRASKA CORPORATION, AND HE ACKNOWLEDGES THE SAME TO BE HIS VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF SAID COMPANY.

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, CORY L. REINKE, A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA, CERTIFY THAT THE SURVEY REPRESENTED ON THIS PLAT WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I HAVE ACCURATELY SURVEYED THE FOREGOING PLAT, KNOWN D.C. ADDITION, A SUBDIVISION COMPOSED OF THE WEST HALF OF THE NORTHEAST QUARTER AND I.T. LOTS 29 AND 34 OF THE NORTHEAST QUARTER, OF SECTION 10, TOWNSHIP 11 NORTH, RANGE 8 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE N1/4 CORNER OF SAID SECTION 10; THENCE S89°35'53"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID SECTION 10, 2320.33 FEET; THENCE S00°25'32"W, 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF MILL ROAD; THENCE S89°35'53"E ON SAID SOUTH RIGHT-OF-WAY, 271.97 FEET TO POINT ON THE WEST RIGHT-OF-WAY OF N 162ND STREET; THENCE ON SAID WEST RIGHT-OF-WAY FOR THE NEXT THREE (3) COURSES: 1) S00°50'08"E, 843.13 FEET, 2) S00°12'55"E, 430.59 FEET, 3) S01°07'21"E, 1073.62 FEET TO THE NORTHEAST CORNER OF LOT 1, NOONAN ADMINISTRATIVE SUBDIVISION, A PLATTED AND RECORDED SUBDIVISION, LANCASTER COUNTY, NEBRASKA; THENCE ON THE NORTH LINE OF SAID LOT 1 S89°49'53"W, 255.94 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE ON THE WEST LINE OF SAID LOT 1, S00°11'44"E, 250.12 FEET TO A POINT OF THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE ON SAID SOUTH LINE, S89°47'59"W, 2372.42 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE ON SAID WEST LINE OF THE NORTHEAST QUARTER, N00°01'26"E, 1336.92 FEET; THENCE CONTINUING ON SAID WEST LINE, N00°00'19"E, 1337.47 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS 157.60 ACRES (6,865,266.30 SQ. FT.), MORE OR LESS, OF WHICH 3.32 ACRES IS DEDICATED AS COUNTY ROAD RIGHT-OF-WAY.

PERMANENT MONUMENTS HAVE BEEN FOUND OR SET AT ALL BOUNDARY CORNERS, LOT CORNERS, POINTS OF TANGENCY AND CURVATURE AS SHOWN ON THIS FINAL PLAT IN ACCORDANCE WITH TITLE 26 OF THE LINCOLN MUNICIPAL CODE. ALL DIMENSIONS ARE CHORD MEASUREMENTS UNLESS OTHERWISE SHOWN, AND ARE IN FEET AND DECIMALS OF A FOOT. SIGNED THIS _____ DAY OF _____ 2024

CORY L. REINKE, L.S. #713
BENESCH
825 'M' STREET, SUITE 100
LINCOLN, NE 68508

PLANNING DIRECTOR'S APPROVAL (COUNTY)

THE PLANNING DIRECTOR, PURSUANT TO SECTION 3.16 OF THE LANCASTER COUNTY LAND SUBDIVISION REGULATIONS HEREBY APPROVES THIS PLAT.

PLANNING DIRECTOR

DATE

INDEX OF SHEETS

- SHEET 1 OF 5: FINAL PLAT DEDICATION, ACKNOWLEDGEMENT OF NOTARY, PLANNING DIRECTOR'S APPROVAL, VICINITY MAP, SURVEYOR'S CERTIFICATE AND LEGAL DESCRIPTION
- SHEET 2 OF 5: FINAL PLAT DRAWING AND LEGEND
- SHEET 3 OF 5: FINAL PLAT DRAWING AND SECTION CORNER TIES
- SHEET 3-5 OF 5: FINAL PLAT DRAWING AND DETAILS

CITY COUNCIL APPROVAL

THE DEDICATION SHOWN ON THIS PLAT HAS BEEN ACCEPTED BY THE CITY COUNCIL OF THE CITY OF WAVERLY, NEBRASKA.

DATE MAYOR

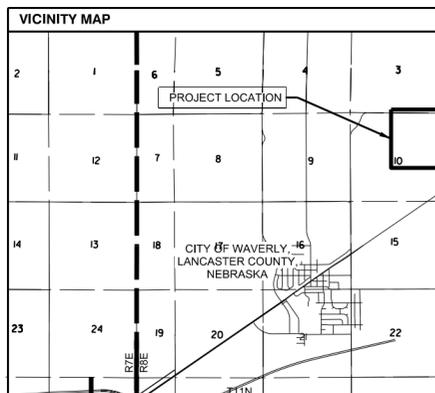
DATE CITY ADMINISTRATOR

PLANNING COMMISSION APPROVAL (CITY)

THIS PLAT HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY COUNCIL OF THE CITY OF WAVERLY, NEBRASKA.

DATE CHAIRMAN

ATTEST: CITY CLERK



D.C. ADDITION

FINAL PLAT

N1/4 CORNER SEC. 10-11-08 - FOUND 2" LCSM
POINT OF BEGINNING
N: 252671.97 E: 212879.35 (LAN. CO. GRID)

N89°35'53"W
2650.88'(M)
2650.87'(R)
S89°35'53"E
2320.33'(M)

MILL ROAD

MILL ROAD ACCESS

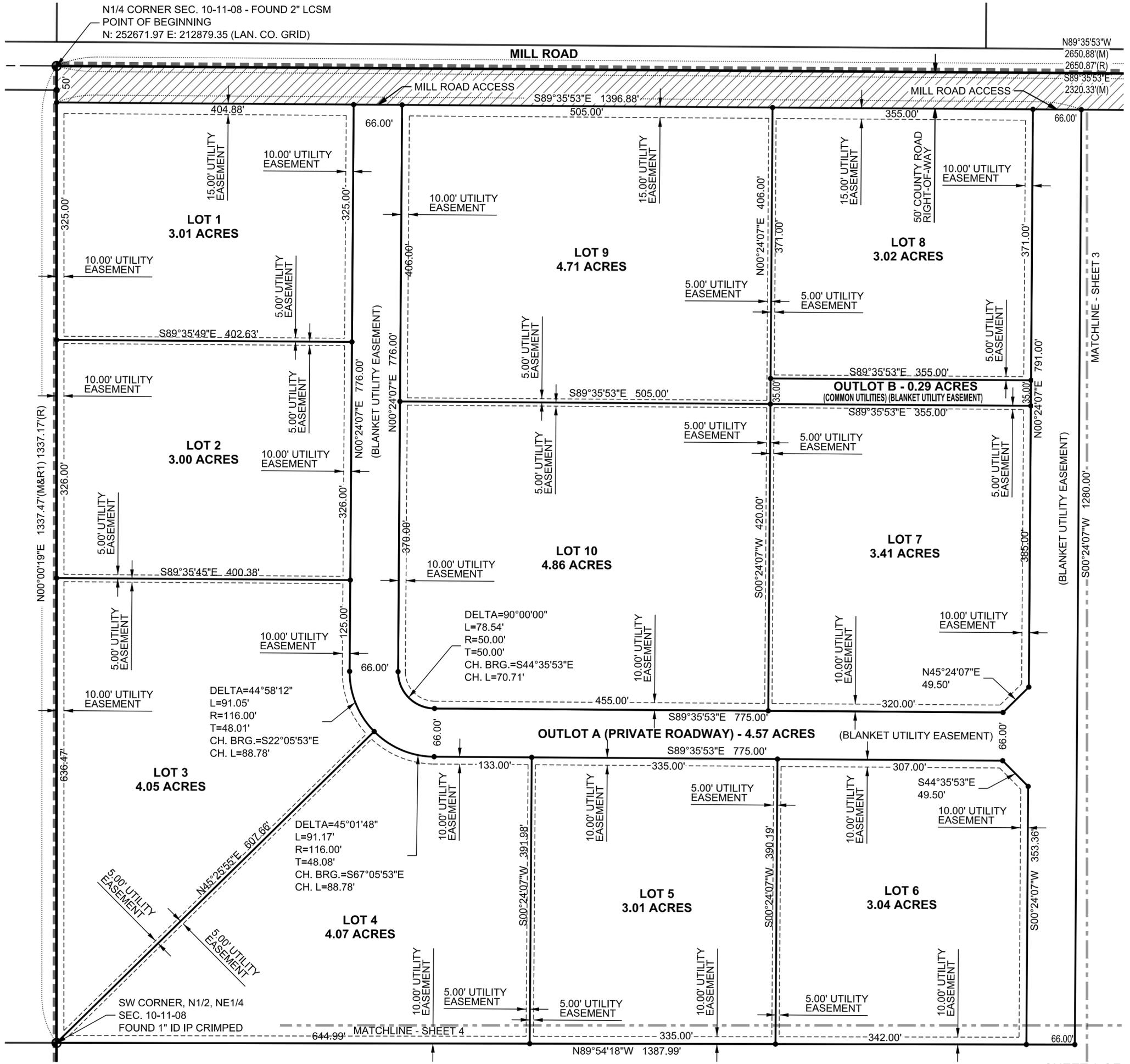
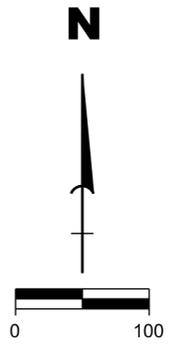
MILL ROAD ACCESS

LEGEND

- M MEASURED DISTANCE
- R RECORDED DISTANCE (AA-24441)
- R1 RECORDED DISTANCE (BEVANS NORTH 1ST ADDITION)
- R2 RECORDED DISTANCE (NOONAN ADMIN. SUBDIVISION)
- ⊕ SECTION CORNER FOUND (W/DESCRIPTION)
- PROPERTY CORNER FOUND (W/DESCRIPTION)
- SECTION CORNER PROPERTY CORNER SET (30"x5/8" REBER W/CAP #713)

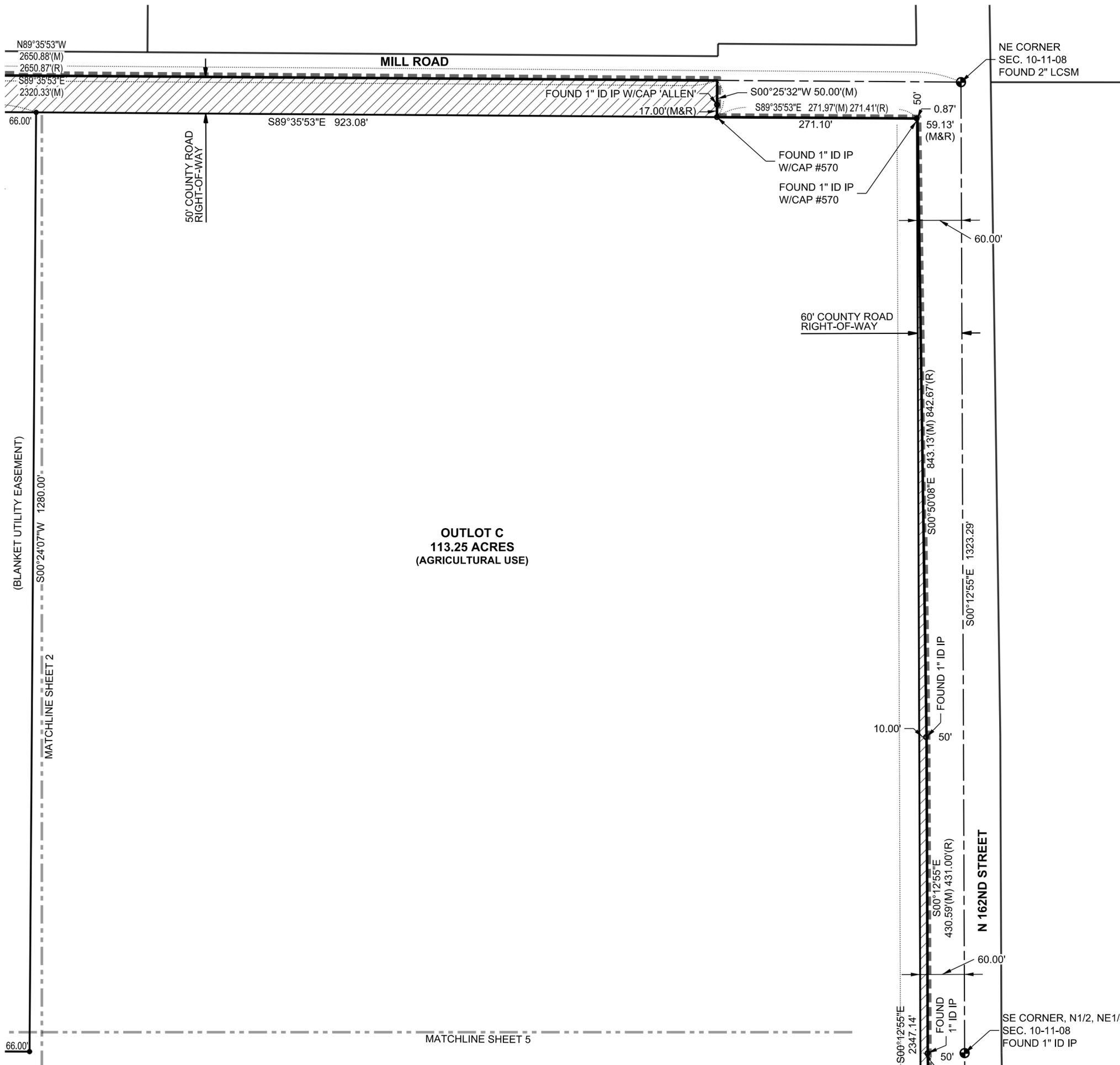
- BOUNDARY LINE
- - - LOT LINE
- - - EASEMENT LINE
- - - PLAT BOUNDARY

 COUNTY ROAD RIGHT-OF-WAY DEDICATION



D.C. ADDITION

FINAL PLAT



SECTION CORNER TIES

N1/4 CORNER SEC. 10-11-08
FOUND 2" LCMS
NW 42.71 FT. TO 3/4" ID IRON PIPE
N 33.27 FT. TO 1" ID IRON PIPE
NE 41.19 FT. TO #5 REBAR
S 33.38 FT. TO #5 REBAR

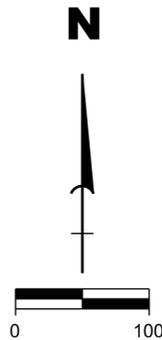
SW CORNER, N1/2, NE1/4
SEC. 10-11-08
FOUND 1" ID IP CRIMPED
FALLS IN TILLED FIELD
NO TIES AVAILABLE

CENTER OF
SEC. 10-11-08
FOUND 1" ID IRON PIPE

NE CORNER
SEC. 10-11-08
FOUND 2" LCMS

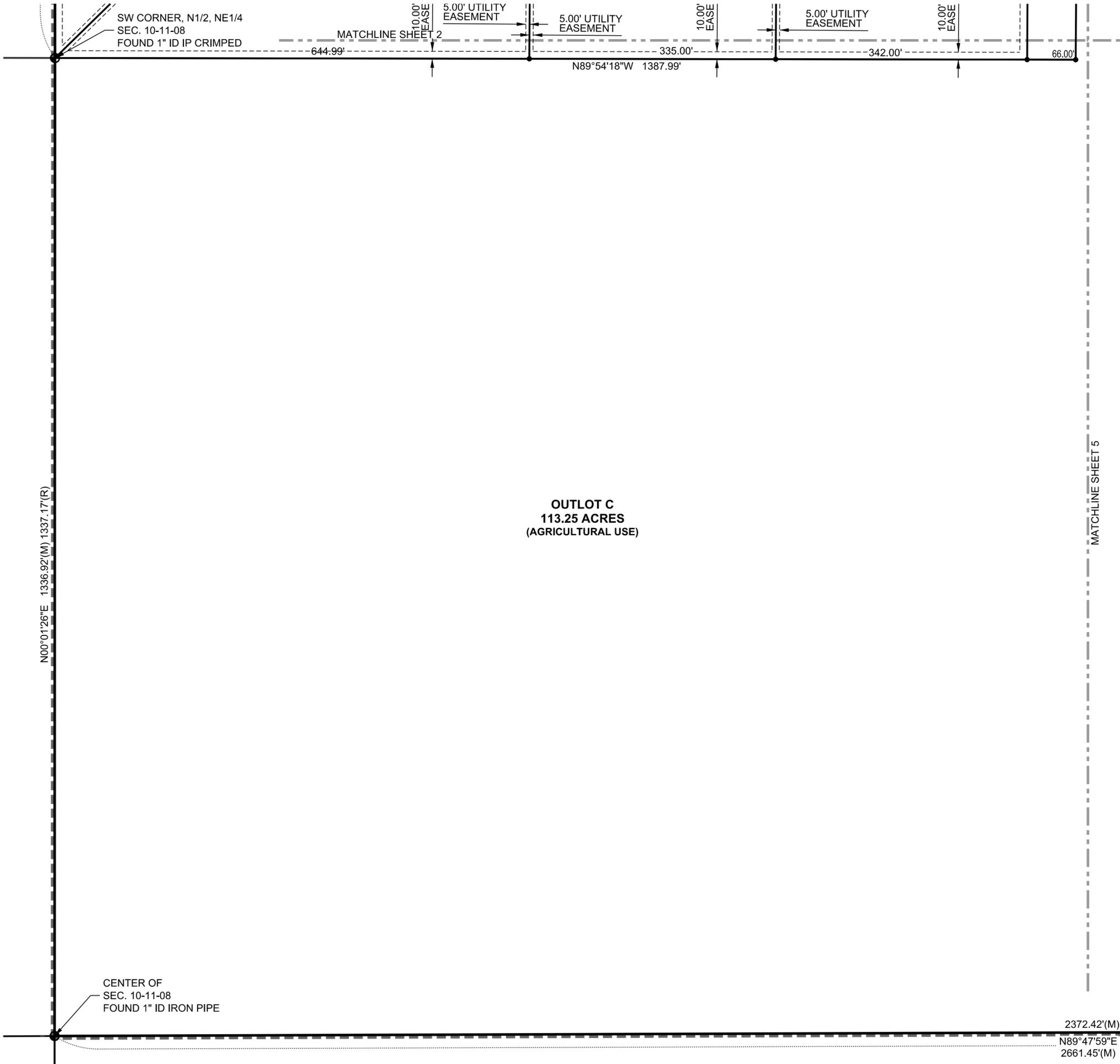
SE CORNER, N1/2, NE1/4
SEC. 10-11-08
FOUND 1" ID IP

E1/4 CORNER
SEC. 10-11-08
FOUND 2" LCMS



D.C. ADDITION

FINAL PLAT



N00°01'26"E 1336.92'(M) 1337.17'(R)

SW CORNER, N1/2, NE1/4
SEC. 10-11-08
FOUND 1" ID IP CRIMPED

MATCHLINE SHEET 2

10.00' UTILITY EASEMENT

5.00' UTILITY EASEMENT

5.00' UTILITY EASEMENT

10.00' EASE

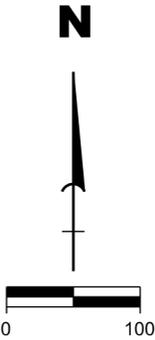
5.00' UTILITY EASEMENT

10.00' EASE

66.00'

OUTLOT C
113.25 ACRES
(AGRICULTURAL USE)

MATCHLINE SHEET 5



CENTER OF
SEC. 10-11-08
FOUND 1" ID IRON PIPE

2372.42'(M)
N89°47'59"E
2661.45'(M)

D.C. ADDITION

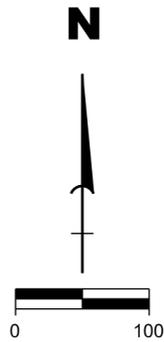
FINAL PLAT

MATCHLINE SHEET 3

66.00'

MATCHLINE SHEET 4

OUTLOT C
113.25 ACRES
(AGRICULTURAL USE)



SE CORNER, N1/2, NE1/4
SEC. 10-11-08
FOUND 1" ID IP

N 162ND STREET

60' COUNTY ROAD
RIGHT-OF-WAY

FOUND #5 REBAR
W/CAP #618

FOUND #5 REBAR
W/CAP #618

FOUND #5 REBAR

E1/4 CORNER
SEC. 10-11-08
FOUND 2" LCSM

2372.42'(M)
N89°47'59"E
2661.45'(M)

256.03'(M)

33'

228.94'

S89°49'53"W
255.94'(M) 256.00'(R2)

S00°11'44"E
250.12'(M) 250.00'(R2)

27.00'

33'

60.00'

60.00'

60.00'

S00°12'55"E 1323.22'

S01°07'21"E 1073.62'(M) 1073.62'(R)

S00°12'55"E
2347.14'

FOUND 1" ID IP

MINUTES OF A WAVERLY CITY COUNCIL MEETING HELD ON MAY 14, 2024

CALL TO ORDER

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

ADOPTION OF AGENDA

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

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

CONSENT AGENDA

Minutes of the April 23, 2024 City Council Meeting

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

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

PROCLAMATIONS AND PRESENTATIONS

Mayor's presentation of 10-year employment award to Ray Estes, Wastewater Management.

Council Members and Mayor thanked Estes for his employment and City Administrator Fisher stated we can always count on you, and we appreciate you. Estes stated I like to do what I do for the City and I've always been proud of everything I've done. There's a lot of concrete here that I poured.

Proclamation declaring May 19-25 EMS Week

City Attorney Fahleson read the proclamation:

EMS WEEK PROCLAMATION

To designate the Week of May 19 - 25, 2024, as Emergency Medical Services Week

WHEREAS; Emergency medical services is a vital public service; and

WHEREAS; The members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS; Access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS; Emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS; The emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS; The members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS; It's appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week,

NOW, THEREFORE, I, William D. Gerdes, Mayor, City of Waverly, Nebraska, in recognition of this event do hereby proclaim the week of May 19-25, 2024, as **EMERGENCY MEDICAL SERVICES WEEK** With the theme, *Honoring Our Past, Forging Our Future*, I encourage the community to observe this week with appropriate programs, ceremonies, and activities.

PUBLIC HEARINGS

None.

SHERIFF'S REPORT

No report given.

PUBLIC COMMENTS

None.

APPROVAL OF MINUTES

Consent Agenda.

CONSIDERATION OF CLAIMS AND FINANCIAL REPORTS

Claims for payment

Claims for Payment: April 24th - May 14th, 2024		
Group A		
Vendor	Description	Amount
Patrick Arnold	Utility Deposit Refund	\$ 100.00
Jonathan Erickson	Utility Deposit Refund	\$ 100.00
Sonja Goldenstein	Utility Deposit Refund	\$ 100.00
Ashley & Scott Haas	Utility Deposit Refund	\$ 100.00
Landon Miller	Utility Deposit Refund	\$ 100.00
Andrew J. Page	Utility Deposit Refund	\$ 100.00
Logan & Theresa Rall	Utility Deposit Refund	\$ 100.00
RHBRREI LLC	Utility Deposit Refund	\$ 100.00
Aleah & Jared Rogers	Utility Deposit Refund	\$ 100.00
Cody Sherman	Utility Deposit Refund	\$ 100.00
Ben Warner	Utility Deposit Refund	\$ 100.00
ABC Electric	Repaired outfield light	\$ 765.94
ADP Fees	Payroll Fees	\$ 137.01
ADP Payroll	Payroll	\$ 38,011.08
ADP Payroll	Payroll	\$ 39,641.58

Andrew Toy	Meal reimbursement-wwtp class	\$ 13.82
Andrey Rybak	Refund-Permit 230184	\$ 915.00
Aspen Builders, Inc.	Refund-Permit 230181 & 22-054	\$ 1,830.00
Auto Kraft Upholstery	F-250 seat repair	\$ 835.00
Black Hills Energy	Natural gas	\$ 526.25
Brandt, Horan, Hallstrom, Stilmock	City & Suburban Fire Meeting	\$ 297.78
Carquest Auto Parts	Mower repair	\$ 145.24
Colonial Life	Insurance	\$ 65.88
Cubby's, Inc.	Fuel	\$ 3,860.84
DataVizion, LLC	VizionCare Complete, Microsoft 365 Business	\$ 1,515.00
DBS Burke Inc.	Newsletter for water ordinance	\$ 525.00
Dearborn National	Life & AD&D Insurance	\$ 107.40
Diamond Vogel Paint Center	Supplies	\$ 77.50
Dozers LLC	Refund-Permit 230088	\$ 2,880.00
DP Plumbing Co.	Rebuild kit for ice machine	\$ 327.76
Eakes Office Plus	FD copier contract billing	\$ 36.18
Fidelity Security Life Insurance	Vision Insurance	\$ 160.51
Fireguard, LLC	Fire Extinguisher Inspection	\$ 86.00
Frontier	Propane tank rental	\$ 75.00
Horizon Bank	Monthly ACH Fees	\$ 10.00
Huffman Engineering, INC.	Well #7 control panel	\$ 4,665.37
JEO Consulting Group, INC.	2024 Water & Sewer Rate Study	\$ 1,791.00
John Deere Financial	Mower repair & blades	\$ 201.51
John Hancock USA	Retirement	\$ 3,124.31
John Hancock USA	Retirement	\$ 3,150.54
Kevin LaPage	Troubleshoot #4 oxyditch drive	\$ 180.00
Lamp Rynearson	Swimming Pool Planning	\$ 7,409.37
Lancaster Co Sheriff Office	May 2024	\$ 35,186.00
Lightle Enterprises of Ohio	Type III barricades	\$ 7,125.00
Lincoln Electric System	Electricity	\$ 18,292.15
MacQueen Equipment LLC	Coat repair	\$ 137.50
Matheson Tri-Gas, Inc.	Oxygen	\$ 713.06
Menards-Lincoln North	Supplies	\$ 752.27
Midwest Laboratories, Inc.	Lab fees	\$ 1,514.96
Miller Seed	Supplies	\$ 297.00
MIT Contracting	SENDH Housing Program	\$ 32,761.00
Nebraska Dept Revenue Waste	Utility Sales Tax	\$ 8,452.44
Nebraska Sports	Supplies	\$ 107.44
One Call Concepts, Inc.	One-Call Service	\$ 83.84
Overhead Door Company, Inc.	Changed spring & track on door	\$ 596.80
Pinnacle Bank	Supplies, repairs, grant writing	\$ 7,538.35
Production Creek Spec Adv.	Supplies	\$ 1,875.41
Quik Dump Refuse	Garbage Service	\$ 586.73
Ray Estes	Meal reimbursement-class	\$ 10.21
Rembolt Ludtke LLP	Dog complaint, zoning violation, legal fees	\$ 5,025.00
S & L Trenching LLC	Sewer service lines-Eastbourne	\$ 3,900.00
Small Engine Specialists	Supplies	\$ 432.93
S.E. Rural Fire Protection Dist	EMS Calls	\$ 1,250.00
Stingray Technology Services	Repairs, pool pass supplies, pool sound system	\$ 1,671.42

The Voice News	Advertising & Printing	\$ 263.99
Titan Machinery-Lincoln	Filters	\$ 231.50
Tony's Lawn Care LLP	Fertilizer	\$ 940.00
U.S. Postmaster	Stamps/Postage	\$ 272.00
U.S. Bank Equipment Finance	Ricoh Copier	\$ 143.95
Uribe Refuse Services	Restroom Rental	\$ 111.00
USA Blue Book	Chlorine SwifTest	\$ 65.69
Verizon Wireless	Phone Service	\$ 359.68
Visual Edge IT	Copies	\$ 97.38
Windstream	Phone Service-Fire	\$ 257.52
Windstream	Phone Service	\$ 945.25
ZIMCO Supply Co.	Fertilizer	\$ 499.50
Storage Ninjas - Waverly	Storage for Engine 34 - F.D. debit card purchase	\$ 123.00
	Claims Group A Total	\$ 247,087.84

Council Member Pascoe moved to approve claims Group A in the amount of \$247,087.84. Council Member Nielson seconded the motion.

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

Treasurer's Report and Budget & Expense Report

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

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

INTRODUCTION OF RESOLUTIONS

Consideration of Resolution 24-06 adopting a geocaching policy

Council Member Pascoe moved to approve Resolution 24-06 adopting a geocaching policy. Council Member Nielson seconded the motion.

Council Member Jespersen advised the gentleman who initiated getting this policy established attended the parks meeting and spoke about geocaching. It is a worldwide organization where people will hide small containers with small trinkets and place them in parks, similar to a treasure hunt. There has been one geocache in Lawson Park for 2 years. You can get the coordinates on the geocache app or website to track it. Jespersen stated there are other communities using it for festivals such as Fourth of July to bring people into the community. Jespersen stated this policy protects where we allow the geocache devices to be placed and not damage property and City Administrator Fisher added if it the item were placed in a non-approved place, such as the cemetery, the city could remove it. Jespersen stated they register the cache online and it must be maintained, then de-registered when no longer in use. If they are found in violation and submitted to the geocaching website, they will ban them from the site, so they take it seriously in their community and they want to do a nice job and follow the rules.

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

RESOLUTION 24-06

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAVERLY, NEBRASKA ADOPTING A GEOCACHING POLICY

WHEREAS, Geocaching is the world's largest treasure hunting game with caches that come in all shapes and sizes, and

WHEREAS, Geocaching is an outdoor recreational activity in which participants use GPS technology to hide and locate containers called geocaches, and

WHEREAS, the City of Waverly has determined that it is beneficial to create opportunities for citizens to enjoy the outdoors and learn more about the world around them, and

WHEREAS, the following Geocache Guidelines attached hereto as Attachment "A" and incorporated herein by this reference have been determined to be reasonable:

GEOCACHE GUIDELINES

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WAVERLY, NEBRASKA that the Geocache Guidelines included in this resolution are hereby adopted as policy and provide for an effective date of May 14, 2024.

PASSED AND APPROVED THIS 14TH DAY OF MAY, 2024

ATTACHMENT A:

GEOCACHE GUIDELINES

The following guidelines provide directions for placement of geocaches in park and open space areas managed by the City of Waverly. A geocache is a hidden cache intended to be located using a Global Position System (GPS) device. These guidelines are posted on the City of Waverly website, and available at the Waverly City Office.

1. A permit is not required to place a geocache in park or open space area managed by the City of Waverly. However, caches found to be in violation of these guidelines will be removed and disposed. In addition, the violating cache will be reported to the Geocaching website:
<http://www.geocaching.com>
2. Geocaches may be placed in Wayne Park, Sharp Park and Lawson Park.
3. Geocaches may not be placed in the Rosehill Cemetery, City Office, Fire Station, Wastewater Treatment Plant, City Wells or Water Tower properties.
4. Geocaches may not be buried. Placement of a geocache may not involve digging or displacement of the soil. Geocaches cannot damage or cause harm to plants, trees or other landscaping materials.
5. A cache should be a small, sealable, weather-resistant container. The cache should be clearly labeled with a permanent marking including the name of the cache and appropriate contact information (e.g. Geocaching.com). The cache may contain a pencil or pen, a log book, a disposable camera, and/or inexpensive trinkets for exchange. Items in the cache must be "family-friendly" (i.e., no pornography, explosives, or alcohol, tobacco, firearms or drugs, etc.) The cache should not contain food items.
6. Once the geocache is placed, it is the responsibility of the individual to maintain the cache and the area around it. The area should be visited as often as necessary to ensure that the cache is in good repair, and that it is not negatively impacting the surrounding area. The individual is responsible for removing the cache when it has been taken out of use.
7. The City of Waverly will not be responsible for damage, destruction or loss of caches placed in parks or open space areas.

INTRODUCTION OF ORDINANCES

None.

INTRODUCTION TO BUSINESS AND COMMUNICATIONS

Consideration of a one year contract extension with SENDD for the CDBG Owner-Occupied Housing Rehabilitation Program ending May 17, 2025.

Council Member Pascoe moved to approve a one year contract extension with SENDD for the CDBG Owner-Occupied Housing Rehabilitation Program ending May 17, 2025. Council Member Nielson seconded the motion.

City Administrator Fisher stated our goal is to get 18 applications and they’ve received 12 so far. 8 have been awarded, 3 are in the verification process, and one has been a non-select. There’s \$547,000 grand total available.

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

Consideration of purchase of chairs for the Aquatic Center using funds donated to the Aquatic Center in an amount not to exceed \$6,000.00.

Council Member Pascoe moved to approve purchase of chairs for the Aquatic Center using funds donated to the Aquatic Center in an amount not to exceed \$6,000.00. Council Member Nielson seconded the motion.

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

Consideration of a bid from Neeman & Sons for repairs on the Wastewater Treatment Plant storage building in an amount not to exceed \$42,784.35.

Council Member Pascoe moved to approve a bid from Neeman & Sons for repairs on the Wastewater Treatment Plant storage building in an amount not to exceed \$42,784.35. Council Member Nielson seconded the motion.

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

Consideration of a bid from Gurney for oxidation aeration basin pumps in an amount not to exceed \$159,034.85 plus applicable shipping charges.

Council Member Pascoe moved to approve a bid from Gurney for oxidation aeration basin pumps in an amount not to exceed \$159,034.85 plus applicable shipping charges. Council Member Nielson seconded the motion.

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

Consideration of pay application #12, also known as Claims Group B, to Carrother's Construction for work performed on the Aquatic Center Project in an amount not to exceed \$99,700.00 and authorize the Mayor to sign.

Claims for Payment: March 27th - April 9th, 2024		
Group B		
Vendor	Description	Amount
Carrothers Construction Co.	Swimming Pool Construction	\$ 99,700.00
	Claims Group B Total	\$ 99,700.00

Council Member Pascoe moved to approve pay application #12, also known as Claims Group B, to Carrother's Construction for work performed on the Aquatic Center Project in an amount not to exceed \$99,700.00 and authorize the Mayor to sign. Council Member Nielson seconded the motion.

Council Member Hummel asked if the project has been completed and City Administer Fisher stated we are waiting for covers on the base of the sunshades and some light fixture base covers, which are ordered. The following Council Members voted "YEA": Nielson, Hummel, Jespersen, and Pascoe. The following Council Members voted "NAY": None. Motion carried. 4-0.

Consideration of bid from R & M Concrete of Lincoln, Inc for the 2024 ADA Curb Ramp Improvement Project in an amount not to exceed \$26,480.75.

Council Member Pascoe moved to approve a bid from R & M Concrete of Lincoln, Inc for the 2024 ADA Curb Ramp Improvement Project in an amount not to exceed \$26,480.75. Council Member Nielson seconded the motion.

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

Consideration of bid from AWS Well Company for a Hydrogen Peroxide Injection System for the irrigation well at Lawson Park in an amount not to exceed \$5,064.43.

Council Member Pascoe moved to approve a bid from AWS Well Company for a Hydrogen Peroxide Injection System for the irrigation well at Lawson Park in an amount not to exceed \$5,064.43. Council Member Nielson seconded the motion.

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

COMMITTEE REPORTS

Human Services (Park & Recreation): Council Member Jespersen

Council Member Jespersen reported at the parks meeting, the gentleman did a nice job presenting geocaching to the committee. Jespersen advised the previous agenda item regarding the hydrogen peroxide injection system equates to basically gunk buildup causing issues clogging the sprinklers and keeping them open and this is supposed to clear them up. We are in full diamond mode: baseball, softball, blast ball, and tee ball are all happening right now. They are working on the painter machine, for some replacement parts before painting the stalls and speed bumps can begin. They will be painting the pickleball court here soon and getting the permanent net up soon. Working with an electrician to bid out on video cameras and tennis court lighting. Another seasonal worker is planning on starting soon. They think they have a full slate of lifeguards. The new ball field construction is set to start the end of this month. Lights are up around the Aquatic Center.

Public Works (Utilities & Street): Council Member Nielson

Council Member Nielson reported they applied crabgrass preventer with fertilizer, along with 7000 square feet of erosion blankets for grass planted in the cemetery. Finished spreading the remaining biosolids for the Spring of 2024. Started up the UV system at the wastewater plant. Located water and sewer lines for the Eastbourne Street water main replacement project. So far about 70% of the new pipe is in the ground. Well # 7 drilling started today, with pump testing the well sometime next week. Worked on picking up debris in the Highway 6 median. Put woodchips around trees in the cemetery along with weed trimming the headstones last week. Assembled the 30 new T-3 barricades. Continued to flush fire hydrants, which is almost complete. Well # 9 is back online and saw an improvement in pumping level due to the screen being cleaner. Well # 4 has been pulled and was televised today. Public Works Director Whyman stated they have the pipe pulled from N 146th to 143rd and is already in the ground today for the Eastbourne Water Main Project and they are doing well.

Public Health (Fire & Safety): Council Member Pascoe

Council Member Pascoe reported after 43 weeks, the ambulance is back. Council Member Hummel stated that is the best news ever. Mayor Gerdes and Emergency Services Coordinator Hoffman advised of the tweaks that were made to the body to get the ambulance back in our possession.

Fiscal and Economic Development: Council Member Hummel

Council Member Hummel reported Smetter Homes posted on Facebook about the homes and townhomes at Waverly Ridge lots are coming available late 2024. That is previously the Hoy property. We did the ribbon cutting today for El Portal and got to meet the family. They are really nice people and some of us then had lunch there. This weekend is the Swap Meet at Camp Creek. It has free admission, starts at 7am, and information can be found on Facebook.

City Administrator Fisher

City Administrator Fisher reported just a reminder, on May 25th, there is a block party on Quentin Street, which has been approved and met all the requirements. We have been working with JEO to do the engineering for the water main replacement on Oak Lane and Danvers Street so we have the engineering all done now to determine when we want to budget for that water main replacement. LFR has sent out the initial list of calls last year and what they base our new rate on for next year and there are only 7-8 calls for Waverly so our LFR contract should be much more agreeable for this year. I submitted a request to Congressman Flood for community project funding for money to assist in paving Oldfield Street, so we will see how that goes. This is the first time Waverly has submitted something for earmark money so hopefully we will get a good return on our investment on that. On May 28 the LPSNRD Low Input Lawn Management for residential users, so it's an open house from 6:30-7:30pm at the Community Foundation Building. UNL Extension Educator Sarah Browning will give a presentation on reducing fertilizer and water use for residential lawns. Unfortunately, we have Council Meeting that night at 6pm but we can make it up there if the meeting is quick. The Camp Creek Fun Run is June 15 and the proceeds from that fundraiser are going towards the 1934 Fire Truck. There is a Planning Commission meeting on May 20, with agenda items on the proposed DC Addition, a parcel of land on the southwest corner of N 162nd and Mill Road and it's being proposed for a rezoning to Limited Industrial and a preliminary and final plat. It will have lots similar to what Matt Warner has done by the Wastewater Treatment Plant area. We have given out one water conservation violation warning and about 6-7 sod permits.

ADJOURNMENT

Council Member Pascoe moved to adjourn the meeting at 6:23 p.m.. Council Member Nielson seconded the motion.

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

William D. Gerdes, Mayor

Megan K. Frye, City Clerk/Deputy Treasurer

Claims for Payment: May 15th - 28th, 2024

Group A			
Vendor	Description	Amount	Date Paid
ADP FEES	Payroll Fees	\$ 86.35	5/24/2024
ADP FEES	Payroll Fees	\$ 139.64	5/24/2024
ADP PAYROLL	Payroll	\$ 46,531.81	5/31/2024
AQUA-CHEM, INC.	Pool chemicals	\$ 1,189.15	
BLUE CROSS BLUE SHIELD NE	Health Insurance	\$ 15,154.42	6/1/2024
BOK FINANCIAL	GO Various Purpose Bonds 2019	\$ 150,691.25	5/31/2024
DELTA DENTAL OF NEBRASKA	Dental Insurance	\$ 785.23	
DP Plumbing Co.	Wayne concession/restroom repair	\$ 643.98	
ESRI	ArcGIS Term License	\$ 2,750.00	
Fairfield by Marriott	Fire school room charges	\$ 1,639.60	
HARRIS DECALS	Pool signs	\$ 207.03	
Hometown Leasing	FD Copier	\$ 71.48	
HTM SALES INC.	304 SS wire rope	\$ 398.58	
HUFFMAN ENGINEERING, INC.	Well #7 project	\$ 5,845.13	
JEO CONSULTING GROUP, INC.	Water Main Construction, Water & Sewer Rate Study, Oak Ln & Danvers	\$ 45,319.00	
JOHN HANCOCK USA	Retirement	\$ 3,040.86	5/31/2024
Lancaster County Treasurer	TIF F Reimburse-Project Closed	\$ 1,953.15	
Lancaster County Treasurer	TIF E Reimburse-Project Closed	\$ 1,344.23	
LAYNE CHRISTENSEN COMPANY	Well #9 rehab & pump repairs	\$ 40,415.00	
LIBERTY PROCESS EQUIPMENT	Rotor & stator	\$ 1,269.10	
LIFE-ASSIST, INC.	Medical Supplies	\$ 786.25	
LINCOLN LOCK & SAFE	Parks keys	\$ 77.00	
MacQueen Equipment LLC	Chemguard concentrate, helmet front	\$ 542.50	
NADIA KOVAL	Cleaning Service	\$ 399.30	
NE PUBLIC HEALTH ENVIRON. LAB	Lab Fees	\$ 94.00	
PAVERS LLC	Cold Mix Asphalt	\$ 115.15	
Pepsi-Cola of Lincoln	Aquatic Center concessions	\$ 908.85	6/10/2024
PETTY CASH	Postage, license & registration	\$ 71.01	
Production Creek Specialty Adv	Blastball shirts, pool shirts	\$ 421.00	
QUIK DUMP REFUSE	Garbage Service	\$ 784.63	
U. S. POSTMASTER	Stamps/Postage	\$ 295.57	
UNION BANK & TRUST CO.	HSA Accounts	\$ 2,500.00	6/1/2024
Storage Ninjas - Waverly	Storage for Engine 34 - F.D. debit card purchase	\$ 123.00	
	Claims Group A Total	\$ 326,593.25	

William D. Gerdes, Mayor

Cheris Cadwell, City Treasurer/Deputy Clerk

RECEIVED 2/16/24 (CO)

City of Waverly

April, 2024

Gross Sales

Waverly \$ 243,299.89

Gross Sales 100.00% \$ 243,299.89

Prizes (Payouts)

Waverly

Prizes (Payouts) 74.8744% \$182,169.43

Operator Commission 12.0000% \$29,195.99

City Share 12.9693% \$31,554.38

Uncollected Winnings 0.1562% \$380.09

Interest \$11.41

Total to city \$31,945.88

YTD SALES \$ 1,572,236.29

City 7%min earned YTD \$110,056.54

Paid YTD \$155,411.72

Due City (\$45,355.18)

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

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

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

2021	JANUARY	74,598.19	4,558.11	-879.05	-2,348.32	75,928.93	13,386.75
2021	FEBRUARY	72,896.15	7,312.07	-104.42	-2,403.11	77,700.69	12,505.52
2021	MARCH	93,083.13	3,284.28	-2.9	-2,890.94	93,473.57	14,828.07
2021	APRIL	98,712.24	5,293.21	-969.96	-3,091.06	99,944.43	23,661.01
2021	MAY	97,187.83	4,222.15	-40.35	-3,041.09	98,328.54	25,823.99
2021	JUNE	108,982.91	2,055.87	0	-3,331.16	107,707.62	29,613.97
2021	JULY	95,408.95	7,528.82	-1.31	-3,088.09	99,848.37	18,159.99
2021	AUGUST	99,081.53	3,997.38	0	-3,092.37	99,986.54	19,045.36
2021	SEPTEMBER	95,169.14	26,490.83	0	-3,649.80	118,010.17	14,982.49
2021	OCTOBER	84,890.49	4,810.38	0	-2,691.03	87,009.84	9,257.17
2021	NOVEMBER	99,432.30	7,571.35	-7.31	-3,209.89	103,786.45	13,258.56
2021	DECEMBER	117,320.03	2,872.48	0	-3,605.78	116,586.73	20,511.17
2022	JANUARY	94,993.99	7,431.17	0	-3,072.75	99,352.41	16,055.01
2022	FEBRUARY	100,863.32	14,500.92	0	-3,460.93	111,903.31	31,073.57
2022	MARCH	95,600.01	5,280.99	0	-3,026.43	97,854.57	16,791.29
2022	APRIL	98,630.99	5,313.40	-5,618.25	-2,949.78	95,376.36	18,250.98
2022	MAY	96,913.50	6,326.30	0	-3,097.19	100,142.61	22,080.80
2022	JUNE	119,936.26	5,303.56	-5.08	-3,757.04	121,477.70	35,999.23
2022	JULY	110,599.83	6,739.12	-9,715.04	-3,228.72	104,395.19	25,964.36
2022	AUGUST	115,315.14	8,057.78	0	-3,701.19	119,671.73	24,717.82
2022	SEPTEMBER	107,091.76	5,286.15	0	-3,371.34	109,006.57	20,853.84
2022	OCTOBER	97,831.00	6,146.73	-88,742.95	-457.04	14,777.74	17,684.55
2022	NOVEMBER	103,147.49	5,303.92	-3.61	-3,253.43	105,194.37	14,413.06
2022	DECEMBER	126,213.66	9,717.02	0.00	-4,077.92	131,852.76	19,582.54
2023	JANUARY	99,931.16	4,540.54	-5,737.80	-2,926.02	95,771.88	16,309.36
2023	FEBRUARY	92,450.77	7,723.06	0.00	-3,005.21	97,168.62	17,766.17
2023	MARCH	104,088.00	5,851.20	-5,308.44	-3,138.92	101,491.84	19,821.37
2023	APRIL	107,671.13	7,442.59	0.00	3,453.41	111,660.31	22,676.53
2023	MAY	99,774.64	10,985.95	-871.31	-3,296.68	106,592.60	15,819.03
2023	JUNE	116,964.50	17,405.68	-13.16	-4,030.71	130,326.31	34,107.82
2023	JULY	90,489.34	16,652.84	-196.52	-3,208.37	103,737.29	20,060.61
2023	AUGUST	106,653.66	11,652.42	-2.66	-3,549.10	114,754.32	20,898.64
2023	SEPTEMBER	94,484.67	11,064.11	-32.35	-3,165.49	102,350.94	17,374.97
2023	OCTOBER	89,704.24	15,907.81	-4.06	-3,168.24	102,439.75	19,912.75
2024	NOVEMBER	97,589.16	14,908.49	-4,550.34	-3,238.42	104,708.89	21,411.40
2024	DECEMBER	95,134.75	22,651.96	0.00	-3,533.60	114,253.11	12,711.15
2024	JANUARY	76,394.12	9,310.60	-986.54	-2,541.55	82,176.63	12,082.66
2024	FEBRUARY	103,146.31	11,657.40	-340.10	-3,433.91	111,029.70	31,303.95
2024	MARCH	101,023.80	7,990.16	-14.35	-3,269.99	105,729.62	18,011.46

Sales Tax Collections: sales tax earned two months prior--shown as month paid to City

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024		
January		\$32,992.14	\$29,189.49	\$29,531.36	\$32,688.55	\$32,284.36	\$33,172.54	\$46,014.14	\$41,917.94	\$46,648.43	\$90,625.85	\$103,786.45	\$105,194.37	\$104,708.89		
February		\$29,537.64	\$30,246.77	\$64,480.25	\$36,940.26	\$41,698.05	\$41,692.99	\$60,599.43	\$46,095.47	\$54,122.85	\$109,289.36	\$116,586.73	\$131,852.76	\$114,253.11		
March		\$26,920.56	\$26,887.71	\$30,457.12	\$35,161.97	\$35,290.80	\$40,821.47	\$40,219.57	\$42,933.14	\$42,610.56	\$75,928.93	\$99,352.41	\$95,771.88	\$82,176.63		
April		\$28,796.53	\$28,137.26	\$29,420.11	\$29,176.72	\$30,227.87	\$34,683.45	\$41,461.95	\$34,740.53	\$47,940.60	\$77,700.69	\$111,903.31	\$97,168.62	\$111,029.70		
May	\$8.24	\$35,288.09	\$34,362.26	\$34,621.55	\$31,802.05	\$39,108.51	\$43,465.17	\$52,003.47	\$47,233.51	\$44,064.34	\$93,473.57	\$97,854.57	\$101,491.84	\$105,729.62		
June	\$21,243.02	\$32,198.24	\$28,426.22	\$38,672.07	\$31,794.65	\$33,427.73	\$40,781.58	\$45,768.13	\$41,378.54	\$52,572.46	\$99,944.43	\$95,376.36	\$111,660.31			
July	\$25,244.63	\$30,457.75	\$31,952.30	\$39,768.61	\$43,691.63	\$5,327.24	\$45,632.90	\$50,294.37	\$52,805.83	\$45,600.18	\$98,328.54	\$100,142.61	\$106,592.60			
August	\$29,839.16	\$36,192.83	\$33,585.11	\$32,131.22	\$31,226.35	\$44,897.74	\$48,886.02	\$51,641.21	\$50,411.52	\$59,379.70	\$107,707.62	\$121,477.70	\$130,326.31			
September	\$30,988.54	\$37,130.93	\$34,002.03	\$41,645.33	\$49,711.78	\$36,561.46	\$41,391.36	\$42,353.80	\$50,953.89	\$67,428.76	\$99,848.37	\$104,395.19	\$103,737.29			
October	\$29,229.16	\$36,993.71	\$38,297.05	\$35,077.10	\$36,328.32	\$39,165.85	\$45,678.64	\$52,076.81	\$57,694.98	\$55,385.72	\$99,986.54	\$119,671.73	\$114,754.32			
November	\$29,346.34	\$32,505.44	\$41,745.15	\$37,159.48	\$36,419.27	\$47,264.28	\$50,944.62	\$42,158.82	\$58,477.36	\$56,647.46	\$118,010.17	\$109,006.57	\$102,350.94			
December	\$27,622.05	\$29,632.44	\$17,238.71	\$32,581.21	\$22,368.15	\$35,162.51	\$48,520.21	\$45,481.83	\$45,307.48	\$90,445.57	\$87,009.84	\$14,777.74	\$102,439.75			
Total Year	\$193,521.14	\$388,646.30	\$374,070.06	\$445,545.41	\$417,309.70	\$420,416.40	\$515,670.95	\$570,073.53	\$569,950.19	\$662,846.63	\$1,157,853.91	\$1,194,331.37	\$1,303,340.99	\$517,897.95	\$345,265.47	\$172,632.48
Monthly Ave	\$24,190.14	\$32,387.19	\$31,172.51	\$37,128.78	\$34,775.81	\$35,034.70	\$42,972.58	\$47,506.13	\$47,495.85	\$55,237.22	\$96,487.83	\$99,527.61	\$108,611.75	\$103,579.59		

RESOLUTION 24-07

RESOLUTION ADOPTING AND REVISING THE EMPLOYEE HANDBOOK

WHEREAS, the establishment of rules and regulations for the hiring and continued employment of City personnel is of benefit to the City, and

WHEREAS, it is advantageous for City personnel to know their rights and terms of employment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WAVERLY, NEBRASKA that the Employee Handbook as revised on November 27, 2018, incorporates revisions to the following sections:

PAY PLAN

The additions and changes in the above stated sections shall be in full force and effect and is hereby adopted as policy.

PASSED AND APPROVED THIS 28TH DAY OF MAY, 2024.

William D. Gerdes
Mayor

ATTEST:

Megan K. Frye
City Clerk/ Deputy Treasurer

(SEAL)

City of Waverly Pay Plan

Permanent Full Time/Part Time	Type	Range
City Administrator	Salary	\$45.68 to \$55.00
City Clerk	Salary	\$24.82 to \$30.00
City Treasurer/Deputy City Clerk	Salary	\$28.38 to \$34.00
Utility Clerk	Hourly	\$18.70 to \$22.00
Building Inspector/Zoning Administrator	Salary	\$31.03 to \$36.00
Park and Recreation Director	Salary	\$30.00 to \$36.00
Park and Recreation Assistant	Hourly	\$21.00 to \$25.00
Public Works Director	Salary	\$38.00 to \$46.00
Public Works Worker**	Hourly	\$20.00 to \$32.00
Water Operator**	Hourly	\$24.00 to \$36.00
Wastewater Operator**	Hourly	\$24.00 to \$36.00
<u>** \$1 \$2 per hour increase for each certificate earned.</u>		

Seasonal and Temporary Full Time/Part Time	Type	Range
Swimming Pool Manager*	Hourly	\$15.00 to \$20.00
Swimming Pool Assistant Manager*	Hourly	\$13.00 to \$18.00
Swimming Pool Lifeguards*	Hourly	\$10.00 to \$15.00
<u>*One-time 50¢ per hour increase for a Pool Operator's License.</u>		
General Labor	Hourly	\$12.00 to \$18.00
General Office	Hourly	\$12.00 to \$18.00



Waverly Fire & Rescue
 10530 N. 141st Street
 Waverly, NE 68462
 (402) 432-1322

5/10/2024

Agreement effective date:

Other service locations in this agreement:

Container Specifications

Quantity	Container Type	Frequency	Schedule of Charges	Start Date
1	Large Box (45 lb. max)	On-Call	\$100 ea.	
	Box Dimensions 21.5 T x 17.5 W x 20 L			
	Price is as stated. No fuel surcharges, environmental fees, energy fees, or other hidden charges.			

Description of Service/Equipment/Special Instruction:

Note: Hazardous boxes or totes with red liners are provided by Medi-Waste Disposal. We do not provide sharps containers. According to DoT regulations, any hazardous container weighing more than 45 lbs can be subject to a second container fee.

For and in consideration of the mutual promises herein contained, **Medi-Waste Disposal, LLC**, hereafter referred to as “Contractor” and (**Waverly Fire & Rescue**) hereafter referred to as “Customer,” agree as follows:

**ARTICLE I
 DESCRIPTION OF SERVICES**

Customer grants to Contractor the exclusive right to collect and dispose of all of Customer's Waste Materials (as defined below) and agrees to make payments to Contractor as described herein, and Contractor agrees to furnish the services and equipment specified above, all in accordance with the terms of this Agreement.

ARTICLE II TERM

The initial term (the “initial term”) of this Agreement is **THIRTY-SIX (36) MONTHS** from the effective date set forth above or from the date Contractor’s equipment is delivered to Customer, if later than the specified effective date. This Agreement shall **automatically renew** for successive twelve (12) month terms (each a “renewal term” and together with the initial term, the “term”) thereafter unless either party gives written notice of termination by U.S. certified or registered mail, postage prepaid and return receipt requested, to the other party at least sixty (60) days prior to the termination of the initial term or any renewal term. Any such notice, or any other notice permitted or required to be given hereunder, shall be sent to the other party at its address set forth on the first page of this Agreement, or to a different address if the change of address has been communicated in writing by the other party. A renewal term shall become effective (thereby extending the then-current term) upon either party’s failure to give notice of termination within the time period set forth above.

ARTICLE III WASTE MATERIALS

The waste materials to be collected and disposed of by Contractor pursuant to this Agreement consist of all Regulated Medical Waste as defined by 49 C.F.R. § 173.134 or by any other federal, state, or local regulation which is generated or collected by Customer at the locations specified on the first page of this Agreement (the “Waste Materials”); provided, however, that the term “Waste Materials” specifically excludes, and Customer agrees not to deposit in Contractor’s equipment or place for collection by Contractor, any solid, radioactive, volatile, corrosive, highly flammable, explosive, toxic, or hazardous material as defined by applicable federal, state, or local laws or regulations (“Excluded Waste”).

ARTICLE IV CONTRACTOR DUTIES

Contractor will collect all Customer-generated Waste Materials in containers supplied by Contractor. Contractor reserves the right to refuse any Excluded Waste or any package not sealed, properly packaged, overweight, leaking, or damaged. Contractor shall date and label all containers picked up and place new containers. Contractor shall also be responsible for filling out the Waste Manifest. Contractor hereby represents and warrants that it has obtained and will maintain through the Agreement term all necessary permits, licenses, or other authorizations required by federal, state, or local regulations in order to perform the duties assumed by Contractor hereunder. Contractor agrees to comply with all federal, state, and local laws, rules, and regulations applicable to performance of its services under this Agreement.

ARTICLE V CUSTOMER DUTIES

Customer is responsible for sealing red bags squarely within containers provided by Contractor. Customer shall be responsible for keeping the Waste Manifest on file for a period of three (3) years and for following all federal, state, and local regulations dealing with the Waste Materials in discharging its responsibilities under this Agreement.

**ARTICLE VI
TITLE**

Contractor shall acquire title to the Waste Materials when they are loaded into Contractor's truck. Title to and liability for any Excluded Waste shall remain with Customer and Customer expressly agrees to defend, indemnify, and hold harmless Contractor from and against any and all damages, penalties, fines, liabilities, and costs (including reasonable attorneys' fees) resulting from or arising out of the deposit of Excluded Waste in Contractor's trucks, containers, or other equipment.

**ARTICLE VII
PAYMENTS**

Contractor will provide Customer with monthly, quarterly, or annual invoices. Customer agrees to pay Contractor on a monthly basis for the services and/or equipment furnished by Contractor in accordance with the charges and rates provided for herein. Payment shall be made by Customer to Contractor within the period of time set forth on each invoice. Contractor may impose, and Customer agrees to pay, a late fee for past due payments that are more than thirty (30) days old at the rate of one and one-third percent (1 1/3%) per month, provided that no such late charge shall exceed the maximum rate allowed therefor by applicable law.

**ARTICLE VIII
RATE ADJUSTMENTS**

Contractor agrees that the charges and rates set out in this Agreement shall **not** be subject to any annual rate increase during the initial term or any renewal term of this Agreement, unless agreed to by the parties.

**ARTICLE IX
SERVICE CHANGES AND AMENDMENTS**

Any amendment to this Agreement—including changes to the type, size, and amount of equipment, or to the type or frequency of services, along with any corresponding adjustments to rates—may only be made by the express written agreement of the parties; provided, however, that this Agreement shall continue in effect for the term provided herein and shall not be affected by any changes in Customer's service address if any new service address continues to be located within Contractor's service area.

**ARTICLE X
RESPONSIBILITY FOR EQUIPMENT**

Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, Customer acknowledges that it has care, custody, and control of the equipment while at Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. Customer agrees not to overload (by weight or volume), move, or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick-up cannot be made, Contractor will promptly notify Customer and afford Customer a reasonable opportunity to provide the required access; however, Contractor reserves the right to charge an additional fee for such inaccessibility and/or delay or any additional collection service required by Customer's failure to provide such access. The word "equipment" as used in this Agreement shall mean all

containers used for the storage of Waste Materials, and such other on-site devices as may be specified on the first page of this Agreement.

ARTICLE XI TERMINATION

Without prejudice to any other right or remedy the parties may have, this Agreement may be terminated as follows:

- a) By either party at the end of any term of this Agreement, upon not less than sixty (60) days' prior written notice in accordance with Article II.
- b) By Customer in the event that it changes its service address to a location outside Contractor's service area, upon thirty (30) days' written notice to Contractor.
- c) By either party in the event of the other party's material breach of this Agreement upon not less than thirty (30) days' prior written notice specifying the breach or default, provided that the allegedly breaching party is given the notice period in which to cure such breach or default to the notifying party's reasonable satisfaction.
- d) Upon the mutual written agreement of the parties, subject to the terms of any such writing.
- e) By either party at any time in the event that any court or governmental authority determines that either party, in carrying out its obligations hereunder, is in violation of any law or regulation, or if Customer reasonably determines, based upon threatened action or the advice of legal counsel, that either party is in violation of any law or regulation or that continuation of the Agreement creates a substantial risk of violation of such laws; and, as to all of the above, the parties do not or cannot promptly remedy such violation without substantially changing the material rights and obligations of the parties.
- f) Immediately by either party in the event that the other part ceases trading, enters into liquidation or bankruptcy, is appointed a receiver or administrator with respect to any of its assets or business, enters into any arrangement with its creditors, is unable to pay its debts as they come due, or undergoes any similar event under the law of any jurisdiction.

ARTICLE XII EFFECT OF TERMINATION

Upon termination of this Agreement for any reason, Customer agrees to pay service fees for completed waste disposal services provided by Contractor through the effective date of termination. Outside of the circumstances permitting termination under Article XI, Contractor reserves the right to collect liquidated damages and equipment retrieval charges from Customer if Customer terminates this Agreement prior to the expiration of its term. Liquidated damages shall not exceed thirty percent (30%) of Customer's then-current rate times the number of months remaining until the expiration of the Agreement term. Equipment retrieval charges shall be \$50 per container.

ARTICLE XIII LIMITATION OF LIABILITY

Each party agrees to accept and is responsible for its own acts and omissions in performing its obligations under this Agreement, as well as those acts and omissions of its employees and agents, and nothing in this

Agreement shall be construed as placing any responsibility for such acts or omissions on the other party, except as expressly provided.

ARTICLE XIV INSURANCE

Each party must purchase and maintain, at all times that services are being performed under this Agreement, general liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate per policy year through responsible insurance companies authorized to do business in Nebraska, which shall be the limits of Contractors liability to Customer. Each party agrees to provide the other with proof evidencing compliance with this requirement upon request.

ARTICLE XV INDEPENDENT CONTRACTORS

The parties are independent contractors and nothing in this Agreement constitutes or shall be construed as creating a partnership, employment, joint venture, or agency relationship between the parties. Neither party has authority to bind the other in any respect.

ARTICLE XVI EXCLUSION WARRANTY

Each party hereby represents and warrants that it is not, nor at any time has been, excluded from participation in any federally funded health care program, including Medicare and Medicaid, or barred from any federal procurement or non-procurement program. Each party agrees to immediately notify the other of any threatened, proposed, or actual exclusion from any federally funded health care program or any federal procurement or non-procurement program. In the event that either party is excluded from a federal program in violation of this Article, or if at any time after the effective date of this Agreement it is determined that a party is in breach of this Article, the Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. Both parties agree not to utilize any personnel in the performance of services hereunder who are themselves excluded from participation under any federally funded health care program or barred from any federal procurement or non-procurement program.

ARTICLE XVII ACCESS TO BOOKS AND RECORDS

To the extent § 1861(v)(1)(I) of the Social Security Act is applicable to this Agreement, Contractor agrees to make books and records available, and to require any subcontractors to make books and records available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States for up to four (4) years following the furnishing of services hereunder. If the referenced provision should be found inapplicable to this Agreement, then this clause shall be deemed not to be a part of this Agreement and shall be null and void.

ARTICLE XVIII WAIVER

Any waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other provision or a waiver of any subsequent breach of any Agreement term.

**ARTICLE XIX
ASSIGNMENT**

This Agreement cannot be assigned or transferred by either party without the other party's prior written consent.

**ARTICLE XX
GOVERNING LAW**

This Agreement shall be interpreted, construed, and governed by the laws of the state of Nebraska.

**ARTICLE XXI
ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior written or oral statements or understandings with respect to the matters provided for herein.

Authorization:

Customer City of Waverly	Medi-Waste Disposal, LLC A Nebraska Limited Liability Company
Authorized Signature	Shawn Davis Business Development
Title	shawn.davis@mediwastedisposal.com 402-261-4157
Date	5/10/2024



ESTIMATE	#2090
EXPIRATION DATE	Jun 20, 2024
TOTAL	\$37,320.89

City of Waverly Parks & Recreation
 14130 Lancashire St
 Waverly, NE 68462

SERVICE ADDRESS
 11661 N 141st St
 Waverly, NE 68462

(402) 613-8707
 parkrecredirector@citywaverly.com

CONTACT US
 PO Box 246
 Mead, NE 68041

(402) 624-3895
 info@awswell.com

ESTIMATE

Services	qty	unit price	amount
Construct New 8" Well to replace existing 8" Sand producing well	1.0	\$0.00	\$0.00
8" Well Drilling - 85 Feet in Depth	1.0	\$14,500.00	\$14,500.00
Basic Service - Abandon Well Old Well	1.0	\$2,500.00	\$2,500.00
PER STATE TITLE 178 - COST SHARING AVAILABLE FROM NRD - City will need to start the application with the NRD.			
Basic Service - Backhoeing & Labor	1.0	\$4,500.00	\$4,500.00
Make all connections from new well to existing piping, run electrical & Install pump in new well			
Materials	qty	unit price	amount
8" Well Casing - SDR21	60.0	\$23.84	\$1,430.40
8" - 0.032 SLOT SIZE WELL SCREEN	30.0	\$90.15	\$2,704.50
8" PVC CAP	2.0	\$99.36	\$198.72
8" COUPLING	3.0	\$48.17	\$144.51
PACK SAND	1.0	\$1,200.00	\$1,200.00
PACK SAND ON WELL SCREEN			

BENTONITE Chip Bentonite annular space of well to protect aquifer	1.0	\$1,745.71	\$1,745.71
4" Curb Stop Valve with Curb Box	1.0	\$1,997.14	\$1,997.14
4" C900 DR18 PVC Pipe From new well to existing well	80.0	\$13.44	\$1,075.20
8" Female Adapter	1.0	\$111.86	\$111.86
Wire - 6/3 UF with ground 6/3 UF with ground	80.0	\$6.90	\$552.00
Electrical - Underground Wire Splice Kit Underground Wire Splice Kit	1.0	\$85.10	\$85.10
Coupling - 4" HYMAX Flip Coupling 4" HYMAX Flip Coupling	1.0	\$574.51	\$574.51
Pressure Tank - FL 28 82 Gallon Pressure Tank FL 28 82 Gallon Pressure Tank	2.0	\$1,420.62	\$2,841.24
Misc - Pipe, Clamps & Fittings For Well Pit	1.0	\$750.00	\$750.00
Registration - State Registration Fee for Well State Registration Fee for Well	1.0	\$160.00	\$160.00
NRD PERMIT	1.0	\$250.00	\$250.00

Materials subtotal: \$15,820.89

Subtotal \$37,320.89

Tax (None 0%) \$0.00

Total \$37,320.89

Thank you for your business.

Please remit payment to: AWS Well Co, PO BOX 246, Mead, NE 68041.

Payment is due within 30 days of the date of the invoice. Please be aware that unpaid balances accrue interest at the rate of 1.5% per month.

*We do not accept debit/credit cards at this time.