

Tentative Agenda for the WAVERLY CITY COUNCIL MEETING to be held on December 10, 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. **Public Hearings**

3. **Sheriff's Report**

4. **Public Comments**

5. **Approval of Minutes**

5.a) *Minutes of the November 26, 2024 City Council Meeting

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

6.a) Claims for payment

6.b) Treasurer's Report and Budget & Expense Report

7. **Introduction of Resolutions**

7.a) *Consideration of Resolution 24-31 the signing of the Year-End Certification of City Street Superintendent 2024

7.b) Consideration of Resolution 24-32 adopting and revising the Employee Handbook.

7.c) Consideration of Resolution 24-33 a Resolution of Appreciation for Bill Gerdes.

7.d) Consideration of Resolution 24-34 a Resolution of Appreciation for Aaron Hummel.

8. **Introduction of Ordinances**

8.a) Consideration of the second reading of Ordinance 24-13 to annex Waverly Ridge Estates

9. **Introduction of Business and Communications**

9.a) Update on Wells and Water Levels.

9.b) *Consideration of Maintenance Agreement Renewal with the Nebraska Department of Transportation (NDOT) for snow removal on US Highway 6 from I-80 and US Highway 6 Off Ramp to the East City Limits in the amount of \$7,750.60.

9.c) *Consideration of Certificate of Compliance with Nebraska Department of Transportation (NDOT) and authorizing Mayor to sign.

9.d) Consideration of accepting a proposal for the Test Well Siting Study.

9.e) Consideration of an interlocal agreement with Lancaster County, Nebraska for use of ARPA funds in an amount not to exceed \$478,516.31 for the use of making necessary improvements in the CITY's water infrastructure.

9.f) *Consideration of Electronic Government Service Level Agreement with Nebraska Interactive and LLC and Nebraska LLC for online payment services and authorizing the Mayor to sign.

9.g) Consideration of Waverly Parks & Recreation Field Rental Agreement and Policies.

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 and Economic Development: Council Member Hummel

10.e) City Administrator Fisher

11. Adjourn Sine Die

12. Call to Order of New Council

12.a) *Receive Certification of Election that the Certificate of Election of the November 5, 2024 General Election, as certified by the County Clerk, be received and placed on file.

13. New Business

13.a) Oath of Office to Mayor Abbey Pascoe.

13.b) Oath of Office to Council Member Dave Nielson.

13.c) Oath of Office to Council Member Aaron Delahoyde.

13.d) Consideration of appointment of Allison Stark for Ward 2 City Council Member.

13.d)i) Oath of Office to Allison Stark.

13.e) Election of Council President.

13.f) *Consideration of the Mayor's recommendation for City Official Appointments.

13.g) *Consideration of the Mayor's recommendation for City Council Liaison Appointments.

13.h) *Consideration of the Mayor's recommendation for Planning Commission; Board of Adjustments; Park, Recreation, and Tree Committee; Emergency Management Committee Appointments.

13.i) *Consideration and approval of changes to the Signature Cards for First State Bank, Horizon Bank, Pinnacle Bank, and Nebraska CLASS.

14. Adjournment

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

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

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

MINUTES OF A WAVERLY CITY COUNCIL MEETING HELD ON NOVEMBER 26, 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 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, City Clerk Megan Frye, and Building Inspector/Zoning Administrator Mike Palm. Others present were Fire Chief Ryan Mueller, Seacrest & Kalkowski Attorney DaNay Kalkowski, Olsson Engineer Matt Langston, Andy Forney, the Voice News reported Cheyenne Rowe, Lancaster County Captain John Vik, and Lancaster County Sheriff Deputy 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 Nielson moved to adopt the Agenda as presented. Council Member Jespersen seconded the motion.

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

APPROVAL OF CONSENT AGENDA

Minutes of the November 12, 2024 City Council Meeting

Consideration of Resolution 24-30 authorizing temporary street closures for Waverly Fire/Rescue parade on Sunday, December 8, 2024.

Consideration of a bid from Christiansen Tree Service Inc for tree removal services in an amount not to exceed \$13,700.00.

Consideration of Pay Application #5/Final and Retainage, also known as Claims Group C, to K2 Construction for work performed on the Eastbourne St/N 147th St; N 143rd St to Castlewood St Project in an amount not to exceed \$5,522.24.

Council Member Nielson moved to approve the Consent Agenda. Council Member Jespersen 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.

WAVERLY RIDGE ESTATES

Public Hearing: Proposed Zoning Change from Agricultural District (AG) to Residential (R-2) for property generally located at N 148th Street (west boundary) and Bluff Road (south boundary)

Public Hearing open at 6:02 p.m.

Seacrest & Kalkowski Attorney DaNay Kalkowski presented information on behalf of Smetter Development, LLC. The first item of this project is the change of zone for about 1.75 acres, which is a little piece at the south end of the development. In doing the engineering on the final plat, the engineers discovered we needed a little more area to do some detention so this area was purchased and is being

added to the final plat. Since it was not included in the original change of zone with the preliminary plat, we are adding it on as an addition so everything in the final plat will be zoned R-2. Mayor Gerdes asked if anyone from the public would like to make comments. No comments were heard. Public Hearing closed at 6:03pm

Consideration of the first reading of Ordinance 24-12 Proposed Zoning Change from Agricultural District (AG) to Residential (R-2) for property generally located at N 148th Street (west boundary) and Bluff Road (south boundary)

Council Member Nielson moved to introduce and approve the first reading of Ordinance 24-12 Proposed Zoning Change from Agricultural District (AG) to Residential (R-2) for property generally located at N 148th Street (west boundary) and Bluff Road (south boundary). Council Member Jespersen seconded the motion.

Attorney Fahleson read the ordinance by title:

AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA TO REZONE A TRACT OF LAND COMPOSED OF LOT 71 I.T., ALL LOCATED IN THE WEST HALF OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 8 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA FROM AGRIGULTURAL DISTRICT (AG) TO RESIDENTIAL (R2).

Council Member Hummel moved to suspend the rules, waive the requirement for three readings, and move to third and final reading of Ordinance 24-12 Proposed Zoning Change from Agricultural District (AG) to Residential (R-2) for property generally located at N 148th Street (west boundary) and Bluff Road (south boundary). 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.

Vote to pass on the third and final reading of Ordinance 24-12 Proposed Zoning Change from Agricultural District (AG) to Residential (R-2) for property generally located at N 148th Street (west boundary) and Bluff Road (south boundary), the following Council Members voted “YEA”: Nielson, Hummel, and Jespersen. The following Council Members voted “NAY”: None. Motion carried. 3-0.

ORDINANCE NO. 24-12

AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA TO REZONE A TRACT OF LAND COMPOSED OF LOT 71 I.T., ALL LOCATED IN THE WEST HALF OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 8 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA FROM AGRIGULTURAL DISTRICT (AG) TO RESIDENTIAL (R2).

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 Tract of Land Composed of Lot 71 I.T., all located in the West Half of Section 15, Township 11 North, Range 8 East of the 6TH P.M., Lancaster County, Nebraska from Agricultural District (AG) to Single-Family Residential (R2) 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 26TH DAY OF NOVEMBER, 2024.

Public Hearing: Proposed Waverly Ridge Estates Final Plat

Public Hearing opened at 6:05 p.m.

Seacrest & Kalkowski Attorney DaNay Kalkowski stated this is the final plat for Waverly Ridge, the first phase following in conformance with the preliminary plat, other than the 1.75 acres that we added on the south end. Olsson Engineer Matt Langston stated there will be 137 total lots in this subdivision, which includes 43 duplex/attached townhomes and 94 single-family residential. We have approximately 20 duplex homes in the northeast corner of the property that we are not final platting but were included on the preliminary plat—those will come at a different time. We will provide as per the preliminary plat, the temporary access up to the highway for the emergency access. Jespersen asked for clarification on location. City Administrator Fisher stated there is also a temporary pedestrian access on the south side that will connect the lots down to Bluff Road for pedestrian traffic until the next phase is built. Council Member Hummel asked if the temporary access is gravel and Langston responded it will be gravel with matting underneath and a locked gate next to the highway which Waverly Fire/Rescue will have a key. Langston stated there will be two ponds located in the northeast and southwest corners, utilized as detention cells but have a permanent pool in them. Jespersen noted the retention ponds have been started.

Mayor Gerdes asked if anyone from the public would like to comment. No comments were heard. Public Hearing closed 6:09 p.m.

Consideration of Subdivision Agreement for Waverly Ridge Estates.

Council Member Nielson moved to approve a Subdivision Agreement for Waverly Ridge Estates.

Council Member Hummel seconded the motion.

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

Consideration of Resolution 24-29 approving Waverly Ridge Estates Final Plat

Council Member Nielson moved to Resolution 24-29 approving Waverly Ridge Estates Final Plat.

Council Member Hummel seconded the motion.

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

Public Hearing: Proposed Annexation of Waverly Ridge Estates

Public Hearing opened at 6:10 p.m.

Mayor Gerdes asked if anyone from the public would like to comment. No comments were heard.

Public Hearing closed at 6:11 p.m.

Consideration of the first reading of Ordinance 24-13 to annex Waverly Ridge Estates

Council Member Nielson moved to introduce and approve the first reading of Ordinance 24-13 to annex Waverly Ridge Estates. Council Member Hummel seconded the motion.

Attorney Fahleson read the ordinance by title:

AN ORDINANCE OF THE CITY OF WAVERLY TO ANNEX WAVERLY RIDGE ESTATES, A TRACT OF LAND COMPOSED OF LOT 71 I.T. LOCATED IN THE WEST HALF OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 8 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA

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

SHERIFF’S REPORT

No report given.

Presentation from LSO Captain John Vik on the Lancaster County interactive crime mapping tool.

LSO Captain John Vik, captain with the Lancaster County Sheriff’s Office, commander of the patrol division. Vik stated LSO has been giving monthly reports to the City Council of Waverly and all the other towns and villages in Lancaster County for quite some time. Vik stated they have made some recent updates to make it more accessible for city officials and community members to see LSO calls in your community. Vik stated this is the first rendition, a GIS dashboard that has all our dispatch and crime mapping plotted via the visual representation with the map. Vik stated the website has the ability to tailor boundaries such as a specific certain area of town, call type, and date. Vik stated for me it's nice because I can make educated decisions on where we need to allocate resources, but also for community members and City officials so you can see the value you are getting for your investment. Vik encouraged Council and City staff to reach out with any additions or changes needed. Vik stated we just want to measure the reduction in crime, which is really the number that matters. That’s what keeps your communities safe and that’s what helps you do all the other things that you’re doing in town.

Vik shared so far for 2024, LSO has just over 9000 calls for service in Lancaster County so far this year and about 10% of those calls account for Waverly, which is pretty historically accurate for what we would see in Waverly. Waverly is a major population center for us; it’s the second largest city in Lancaster County and a source of a lot of our activity. Vik stated Waverly has three of the most experienced contracted deputies that we have and that is not necessarily typical always for contract deputies and we are very proud of them. Vik stated behind the three deputies stands a full service law enforcement agency and your partnership with us does not stop with the deputies. Vik stated we want again to make sure you are getting the value for the tax dollars that you are spending and that you have access to the full resources of the Lancaster County Sheriff’s Office be that planning, incident management, threat assessment, criminal investigations, those are all amenities that you would have if you had your own police department and hopefully we are providing that to you at a cost that meets the value that you are getting back out of it.

Council Member Jespersen asked if we could link this to our website and Vik responded as of right now it is on a password-type basis still in the initial stage of rolling this out but eventually we will have a public facing database for all of our communities of Lancaster County. Jespersen suggested adding crime trends to share on the city website and Vik added Waverly has a big enough data set to see some of those specific trends. Vik stated Lancaster County Sheriff’s Office is in the process of hiring a full-time public information officer by the end of the year. Jespersen suggested doing like-sized community comparisons.

PUBLIC COMMENTS

None.

APPROVAL OF MINUTES

Minutes of the November 12, 2024 City Council Meeting

Consent Agenda.

CONSIDERATION OF CLAIMS AND FINANCIAL REPORTS

Claims for payment

Council Member Hummel moved to approve the Claims Group A in the amount of 197,889.49. Council Member Nielson seconded the motion.

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

Council Member Nielson moved to approve Claims Group B in the amount of \$210.00. Council Member Jespersen seconded the motion.

The following Council Members voted “YEA”: Jespersen and Nielson. The following Council Members voted “NAY”: None. Council Member Hummel abstained due to conflict of interest. Mayor Gerdes voted “YEA” to approve by majority. Motion carried. 3-0.

Claims for Payment: November 13th – 26th, 2024		
Group A		
Vendor	Description	Amount
AAA Rents & Event Services	Santa Express – rental services	\$ 505.58
ADP Fees	Payroll Fees	\$ 181.90
ADP Payroll	Payroll	\$ 37,226.31
Bauer Built	Dump truck tire repair	\$ 2,797.96
Blue Cross Blue Shield NE	Health Insurance	\$ 16,834.63
BOK Financial	GO Various Purpose Bonds 2019	\$ 19,391.25
Brad Pfeiffer	Waverly Fire Member Stipends	\$ 75.00
Brent Cooper	Waverly Fire Member Stipends	\$ 250.00
Caleb Bishop	Waverly Fire Member Stipends	\$ 50.00
Continental Fire Sprinkler Co.	Fire sprinkler inspection	\$ 598.00
Cornhusker Press	Pet License Tags	\$ 90.59
DataVizion, LLC	VizionCare Complete, Microsoft 365 Business	\$ 1,515.00
Elliott Equipment Co.	Supplies	\$ 405.18
Fastenal Company	Supplies	\$ 42.23
Fireguard, LLC	Fire Extinguisher Inspections	\$ 838.88
Frontier	Supplies	\$ 87.96
gWorks	Annual License Fee w/FrontDesk	\$ 21,000.00
Harris Decals	ATV/golf cart 2025 stickers	\$ 117.00
HBE LLP	Progress billing for audit	\$ 23,800.00
Hometown Leasing	FD Copier	\$ 71.48
HTM Sales Inc.	Cranes w/electric winch	\$ 28,680.00
Jamieson Battistella	Waverly Fire Member Stipends	\$ 150.00
Jared Rains	Waverly Fire Member Stipends	\$ 950.00
JEO Consulting Group, Inc.	Smetter Plat, Small Subdivision Review	\$ 2,676.25
JLC Construction	Lawson Park window repairs	\$ 4,501.40
John Adams	Waverly Fire Member Stipends	\$ 50.00
John Hancock USA	Retirement	\$ 3,110.03
Kevin LaPage	Repairs	\$ 180.00
Kriha Fluid Power Co., Inc.	Salt brine parts	\$ 481.63
League of Nebr. Municipalities	NCMA Membership	\$ 460.00
Lincoln Electric System	Electricity	\$ 332.35
Lincoln Winwater Works Co	Supplies	\$ 139.10
MacQueen Emergency	Fire truck repair	\$ 1,430.22
Matheson Tri-Gas, Inc.	Shop supplies	\$ 546.92
Menards-Lincoln North	Supplies	\$ 39.99
Menards-Lincoln South	Supplies	\$ 141.28
Mutual of Omaha	Life & Vision Insurance	\$ 441.83
Nadia Koval	Cleaning Service	\$ 439.23
Nancy Myer	Waverly Fire Member Stipends	\$ 75.00

Nate Stilmock	Waverly Fire Member Stipends	\$ 50.00
Nathan Vidlak	Waverly Fire Member Stipends	\$ 250.00
NE Public Health Environ. Lab	Lab Fees	\$ 128.00
Nebraska Snow Equipment	Snow plow repair	\$ 1,641.30
One Billing Solutions	October 2024 Billing-EMS	\$ 1,553.74
Production Creek Specialty Adv	Employee clothing	\$ 82.00
PureCare Carpet	Fire station carpet cleaning	\$ 257.80
Quik Dump Refuse	Garbage Service	\$ 533.27
Rembolt Ludtke LLP	Legal Fees, Waverly Suburban Fire District	\$ 5,084.50
Robin L. Hoffman	Waverly Fire Member Stipends	\$ 250.00
Rodeway Inn and Suites	Room charges - wastewater class	\$ 683.92
Ryan Mueller	Waverly Fire Member Stipends	\$ 1,200.00
S & L Trenching LLC	Fire hydrant replacement work	\$ 6,995.00
Siteone Landscape Supply LLC	Supplies	\$ 135.88
Storey Kenworthy/Matt Parrott	Supplies – checks	\$ 527.00
Stryker Sales, LLC	Annual preventative maintenance on cot	\$ 3,171.93
Tell Hanes	Waverly Fire Member Stipends	\$ 250.00
Total Tool Supply, Inc.	Supplies	\$ 196.66
Toys For Trucks	Waverly 21 running boards	\$ 599.99
Tyler Tongish	Waverly Fire Member Stipends	\$ 125.00
U.S. Postmaster	Stamps/Postage	\$ 307.11
Union Bank & Trust Co.	HSA Accounts	\$ 2,500.00
Verizon Wireless	Phone Service	\$ 360.30
Storage Ninjas - Waverly	Fire Dept – Storage for Engine 34	\$ 132.00
Oriental Trading	Fire Dept supplies – Santa Express	\$ 169.91
	Claims Group A Total	\$197,889.49
Claims Group B		
Vendor	Description	Amount
Truck Center Companies	Waverly 42 – air filter	\$ 210.00
	Claims Group B Total	\$ 210.00

Keno & Sales Tax Reports
 Provided for Information.

INTRODUCTION OF RESOLUTIONS

Consideration of Resolution 24-30 authorizing temporary street closures for Waverly Fire/Rescue parade on Sunday, December 8, 2024.
 Consent Agenda.

INTRODUCTION OF ORDINANCES

Consideration of the second reading of Ordinance 24-11 amending Chapter 91 of the Waverly Municipal Code relating to Fire Prevention.
 Council Member Nielson moved to postpone the second reading of Ordinance 24-11 to the December 23, 2024 City Council meeting. Council Member Hummel seconded the motion.

Council Member Jespersen noted the difficulty writing something that is enforceable and more time is needed while reaching out to other nearby fire agencies. Jespersen stated we want to make sure that we are safe in all weather conditions to allow burning in residential fire pits and is a challenging balancing act due to the nature of a portable fire pit so postponing to get the wording right makes a lot of sense.

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

Consideration of the first reading of Ordinance 24-14 authorizing the issuance of general obligation water bonds.

Council Member Nielson moved to introduce and approve the first reading of Ordinance 24-14 authorizing the issuance of general obligation water bonds. Council Member Jespersen seconded the motion.

City Attorney Fahleson read the Ordinance by title:

ORDINANCE 24-14

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION WATER BONDS, SERIES 2024, OF THE CITY OF WAVERLY, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$1,150,000) TO PAY THE COSTS OF CONSTRUCTING ADDITIONS AND IMPROVEMENTS TO THE WATER DISTRIBUTION SYSTEM OF THE CITY; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR A SINKING FUND AND FOR THE LEVY AND COLLECTION OF TAXES TO PAY SAID BONDS TO THE EXTENT NOT PAID FROM OTHER SOURCES; PROVIDING FOR THE SALE OF THE BONDS AND AUTHORIZING THE CITY TO ENTER INTO A BOND PURCHASE AGREEMENT; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF THE BOND PROCEEDS AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

DA Davidson Public Finance Banker Andy Forney stated this is for financing the Oak Lane/Danvers water main replacement and ask you consider passing this today to allow us to lock in interest rates. City Attorney Fahleson stated this is common when trying to lock in rates and allow them to name the rates to the City’s advantage. Forney stated the ordinance is a parameters ordinance so it sets out the not to exceed amount to sell, specifying not to exceed 25 years based on state statutes, we’ve been talking about 15 year bonds with current interest rates around 4.3%, which is really not that bad and this will allow us to watch it if it were to fluctuate, we are poised to lock in rates when the City gives direction to do so.

Council Member Nielson moved to suspend the rules and waive the requirement for three readings and move to third and final reading of Ordinance 24-14. Council Member Jespersen seconded the motion. The following Council Members voted “YEA”: Hummel, Jespersen, and Nielson. The following Council Members voted “NAY”: None. Motion carried. 3-0.

Vote to pass on third and final reading Ordinance 24-14 authorizing the issuance of general obligation water bonds, the following Council Members voted “YEA”: Jespersen, Nielson, and Hummel. The following Council Members voted “NAY”: None. Motion carried. 3-0.

ORDINANCE NO. 24-14

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION WATER BONDS, SERIES 2024, OF THE CITY OF WAVERLY, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$1,150,000) TO PAY THE COSTS OF CONSTRUCTING ADDITIONS AND IMPROVEMENTS TO THE WATER DISTRIBUTION SYSTEM OF THE CITY; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR A SINKING FUND AND FOR THE LEVY AND COLLECTION OF TAXES TO PAY SAID BONDS TO THE EXTENT NOT PAID FROM OTHER SOURCES; PROVIDING FOR THE SALE OF THE BONDS AND AUTHORIZING THE CITY TO ENTER INTO A BOND PURCHASE

AGREEMENT; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF THE BOND PROCEEDS AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

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

Section 1. The Mayor and City Council (the “Council”) of the City of Waverly, Nebraska (the “City”), hereby find and determine:

(a) That the City is a city of the second class in the State of Nebraska and owns and operates a water plant and distribution system;

(b) That it is necessary and advisable to issue bonds for the purpose of paying the cost of constructing additions and improvements to the existing water system;

(c) That the cost to the City of the construction of the additions and improvements to the water system will not exceed \$1,150,000;

(d) That there are currently outstanding the City’s General Obligation Water Refunding Bonds, Series 2021, in the outstanding principal amount of \$1,480,000;

(e) That the valuation of the taxable property within the City under the most recent assessment is \$506,920,476;

(f) That all conditions, acts and things required by law to exist or to be done precedent to the issuance of general obligation water bonds in the amount of not to exceed \$1,150,000 pursuant to Section 17-534, R.R.S. Nebraska 2012, as amended, do exist and have been done in due form and time as required by law.

Section 2. For the purposes as set out in Section 1 hereof, there shall be and there are hereby ordered issued bonds to be designated General Obligation Water Bonds, Series 2024 (the “Bonds”), in the amount of not to exceed \$1,150,000, which shall be in denominations of \$5,000 each or any integral multiple thereof as determined by the City Treasurer prior to delivery. The Bonds shall be dated as of their date of delivery and shall mature on the dates, be issued in the principal amount and shall bear interest at the rates per annum all as determined in the Bond Purchase Agreement (the “Agreement”) signed by the Mayor or City Clerk (each an “Authorized Officer”, and together, the “Authorized Officers”) on behalf of the City and agreed to by D.A. Davidson & Co. (the “Underwriter”), which Agreement may also set the pricing terms and the terms pursuant to which the Bonds may be redeemed prior to maturity, all within the following limitations:

- (a) the aggregate principal amount of the Bonds shall not exceed \$1,150,000;
- (b) the true interest cost (TIC) of the Bonds shall not exceed 6.25%;
- (c) the underwriter’s discount shall not exceed 1.10%; and
- (d) the longest maturity of the Bonds shall mature no later than 25 years from the date of issue.

The Authorized Officers are authorized to establish the final terms for the Bonds and arrange for issuance of the Bonds without further action by the Council, provided, however, that the authority of the Authorized Officers to act without further action by the Council shall lapse if not exercised on or before March 31, 2025. The Bonds shall be issued in the denomination of \$5,000 or any integral multiple thereof and shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and

principal amounts for each of the Bonds issued shall be as directed by the initial purchasers thereof. Interest on the Bonds shall be computed on the basis of a three hundred sixty-day year consisting of twelve thirty-day months. Interest on the Bonds shall be payable semiannually on the dates designated by the Authorized Officers in the Agreement (each such date, an "Interest Payment Date"). The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the close of business on the fifteenth day (whether or not a business day) immediately preceding the Interest Payment Date (the "Record Date"), subject to the provisions of Section 3 hereof. Payment of interest due on the Bonds prior to maturity or redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof, by mailing a check in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the applicable Record Date, to such owner's registered address as shown on the books of registration, as required to be maintained in Section 3 hereof. Payment of principal due at maturity or at any date fixed for redemption, together with any accrued interest then due, shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to said Paying Agent and Registrar. In the event that Bonds of this issue are held in the nominee name of a national clearinghouse or depository, payment of principal or interest shall be made by wire transfer of funds in accordance with any applicable regulations governing "Depository Eligible Securities". The City and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid. If any Bond is not paid upon presentation of the Bond at maturity or any interest installment is not paid when due, the delinquent Bond or delinquent interest installment shall bear interest thereafter until paid at a rate equal to the rate assessed against delinquent taxes under Section 45-104.01 R.R.S. Nebraska, 2010, as now existing or as the same may be amended from time to time by the Nebraska Legislature.

Section 3. BOK Financial, N.A., of Lincoln, Nebraska, is hereby designated as Paying Agent and Registrar for the Bonds, provided that the Mayor may, in his or her discretion, appoint the City Treasurer or some other bank with trust powers or trust company to serve as Paying Agent and Registrar under the terms of this Ordinance as may be determined from time to time. The Authorized Officers, or either of them, are authorized to sign an agreement with the Paying Agent as may be necessary from time to time to provide for such services. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Bonds at the office of the Paying Agent and Registrar. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of the Paying Agent and Registrar upon surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to such Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar will register such transfer upon said registration books and deliver to the transferee registered owner or owners (or send by registered mail to the transferee owner or owners at such owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new Bond or Bonds of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this ordinance, one Bond may be transferred for several such Bonds of the same interest rate and maturity and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond or Bonds shall be cancelled and destroyed. All Bonds issued upon transfer of the Bonds so surrendered shall be valid obligations of the City evidencing the same obligations as the Bonds surrendered and shall be entitled to all benefits and protection of this ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City and the

Paying Agent and Registrar shall not be required to transfer Bonds during any period from any Record Date until its immediately following interest payment. In the event that payments of interest due on the Bonds on an interest payment date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such interest payment date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 4. Bonds maturing more than five (5) years after their date of issue shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of delivery of such Bonds at a redemption price equal to 100% of the par amount thereof plus accrued interest on the principal amount redeemed to the date fixed for redemption. The City may select the Bonds to be redeemed from such optional redemption in its sole discretion, but Bonds shall be redeemed only in the amount of \$5,000 or integral multiples thereof. Any Bond redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for a new Bond evidencing the unredeemed principal thereof. Notice of redemption of any Bond called for redemption shall be given at the direction of the Mayor and Council by the Paying Agent and Registrar by mail not less than thirty days prior to the date fixed for redemption, first class postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by number and maturity, the date of original issue, the date fixed for redemption and state that such Bond or Bonds are to be presented for prepayment at the office of the Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the Mayor and Council designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the Mayor and Council shall have the right to further direct notice of redemption for any such Bond for which defective notice has been given.

Section 5. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City where the office of the Paying Agent is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 6. The Bonds shall be executed on behalf of the City by being signed by the Mayor and the City Clerk, both of which signatures may be facsimile signatures, and shall have the City seal impressed on each Bond, which may be a facsimile seal. The City Clerk shall make and certify a transcript of proceedings had and done precedent to the issuance of said Bonds which shall be delivered to the purchaser of said Bonds. After being executed by the Mayor and City Clerk, said Bonds shall be delivered to the Treasurer of the City who shall be responsible therefor under his/her official Bond. Such Treasurer shall maintain a record of information with respect to said Bonds in accordance with the requirements of Section 10-140, R.R.S. Nebraska 2012, as amended, and shall cause the same to be filed with the office of the Auditor of Public Accounts of the State of Nebraska. The Paying Agent and Registrar shall register each Bond in the name of its initial registered owner as designated by the initial purchaser. Each Bond shall be authenticated on behalf of the City by the Paying Agent and Registrar. The Bonds shall be issued initially as "book-entry only" bonds using the services of The Depository Trust Company (the "Depository"), with one typewritten Bond per maturity being issued to the Depository. In such connection said officers of the City are authorized to execute and deliver a letter of representations and inducement (the "Letter of Representations") in the form required by the Depository (which may include any "blanket" letter previously executed and delivered), for and on behalf of the City, which shall thereafter govern matters with respect to registration,

transfer, payment and redemption of the Bonds. Upon issuance of the Bonds as “book-entry-only” bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a “Bond Participant”) or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each a “Beneficial Owner”) with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds;

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds.

The Paying Agent and Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable to or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the ultimate Beneficial Owners of the Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

year, starting _____, 2025. Interest shall be computed on the basis of a three hundred sixty-day year consisting of twelve thirty-day months. If this bond is not paid upon presentation at maturity or any interest installment hereon is not paid when due, the bond or interest installment shall bear interest thereafter until paid at a rate equal to the rate assessed against delinquent taxes under Section 45-104.01 R.R.S. Nebraska 2010, as now existing or as the same may be amended from time to time by the Nebraska Legislature. The interest hereon due prior to maturity shall be paid on each interest payment date by the Paying Agent and Registrar for the City by wire transfer (but only in accordance with the limited terms of the authorizing ordinance), check or draft mailed to the registered owner hereof, as shown on the records of the Paying Agent and Registrar as of the close of business on the fifteenth day (whether or not a business day) immediately preceding the interest payment date, at such owner's registered address as it appears on the books of registration of the City. The principal of this bond and the interest due at maturity are payable on presentation and surrender to the Paying Agent and Registrar at the offices of the Paying Agent and Registrar in Lincoln, Nebraska, or the office of any duly appointed successor, as applicable. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available. For the prompt payment of this bond, principal and interest as the same become due, the full faith, credit and resources of said City are hereby irrevocably pledged.

The City, however, reserves the right and option of paying bonds of this issue maturing on or after _____, in whole or in part, on the fifth anniversary of the dated date hereof, or at any time thereafter, at the principal amount thereof plus accrued interest to the date fixed for redemption. Notice of any such redemption shall be given by mail, sent to the registered owner of any bond to be redeemed at said registered owner's address in the manner provided in the ordinance authorizing said bonds. Individual bonds may be redeemed in part but only in the amount of \$5,000 or integral multiples thereof. Any bond redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for a new bond or bonds evidencing the unredeemed principal thereof.

This bond is one of an issue of fully registered bonds of the total principal amount of \$ _____, of like tenor herewith except as to denomination, date of maturity and rate of interest issued by the City for the purpose paying the cost of constructing improvements to the existing waterworks plant and distribution system of the City, in full compliance with Sections 17-534, R.R.S. Nebraska, 2012. This bond and the others of this issue have been duly authorized by an Ordinance duly passed and approved by the Mayor and Council of the City.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the ordinance authorizing said issue of bonds, subject to the limitations therein prescribed. The City, its Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment hereof and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR

REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE PAYING AGENT AND REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT AND REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

This bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law, and that the indebtedness of said City, including this bond, does not exceed any limitations imposed by law. The City covenants and agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in said City, in addition to all other taxes, sufficient in rate and amount to pay the interest on this bond when and as the same becomes due and to create a sinking fund to pay the principal of this bond when the same becomes due, to the extent not paid from other sources, including revenues of the City's waterworks plant and distribution system.

IN WITNESS WHEREOF, the Mayor and Council of the City of Waverly, Nebraska, have caused this bond to be executed on behalf of the City by being signed by the Mayor and Clerk of the City, both of which signatures may be facsimile signatures, and by causing the official seal of the City to be affixed hereto which may be a facsimile seal, all as of the date of original issue shown above.

CITY OF WAVERLY, NEBRASKA

By: (Sample – Do Not Sign)
Mayor

ATTEST:

(Sample- Do Not Sign)
City Clerk

(S E A L)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds authorized by an ordinance passed and approved by the Mayor and Council of the City of Waverly as described in said bonds.

BOK Financial, N.A., as Paying Agent
and Registrar

By: _____ (Do not sign)
Authorized Officer

(FORM OF ASSIGNMENT)

For value received _____ hereby sells, assigns and transfers unto _____ the within bond and hereby irrevocably constitutes and appoints _____, Attorney, to transfer the same on the books of registration in the office of the within mentioned Paying Agent and Registrar with full power of substitution in the premises.

Date: _____

Registered Owner

SIGNATURE GUARANTEED

By: _____
Authorized Officer

Note: The signature(s) of this assignment MUST CORRESPOND with the name as written on the face of the within bond in every particular without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Chicago or other stock exchange.

Section 8. After the Bonds have been executed, they shall be delivered to the Paying Agent and Registrar, who shall register the same in the names of the initial registered owners thereof as directed by the Initial Purchaser designated in Section 9 hereof.

Section 9. The Bonds are hereby sold to D.A. Davidson & Co. (the "Initial Purchaser") upon the terms set forth in the Agreement approved by the Authorized Officers and the City Treasurer is authorized to deliver the Bonds to the Initial Purchaser upon receipt of said amount plus accrued interest to date of payment. The Bonds are sold to the Initial Purchaser subject to the opinion of Rembolt Ludtke LLP, as Initial Purchaser's bond counsel that the Bonds are lawfully issued; that the Bonds constitute a valid obligation of the City; and that under existing laws and regulations the interest on the Bonds is exempt from both Nebraska state and federal income taxes. Such purchaser and its agents, representatives and counsel (including Initial Purchaser's bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository (as defined herein) at closing. The proceeds of the Bonds shall be applied upon receipt for the purposes described in Section 1 hereof. The City may also pay costs of issuance from the proceeds of the Bonds.

Section 10. The City Council hereby authorizes the Mayor and City Clerk, or either of them, to approve and declare final on behalf of the City the preliminary Official Statement prepared with respect to the Bonds and hereby authorizes the Mayor and Clerk or either of them to approve and deliver on behalf of the City a final Official Statement relating to and describing the Bonds. The officers of the City are further

authorized to take any and all actions deemed necessary by them in connection with the carrying out and performance of the terms of this Ordinance.

Section 11. If and to the extent the Bonds are issued in an aggregate principal amount of \$1,000,000 or more, then in accordance with the requirements of Rule 15c2-12 of the Securities Exchange Act of 1934 (the “Rule”) promulgated by the Securities and Exchange Commission, the City, being the only “obligated persons” with respect to the Bonds, agrees that it will provide the following continuing disclosure information to the Municipal Securities Rulemaking Board (the “MSRB”) in an electronic format as prescribed by the MSRB for such series of Bonds:

- (a) at least annually not later than nine months after the end of the City’s fiscal year, financial information or operating data for the City which is customarily prepared by the City and is publicly available, including the City’s audited financial statements and information of the type included in the final official statement under the heading “Financial Statement”;
- (b) in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Bonds:
 - (1) principal and interest payment delinquencies;
 - (2) non-payment related defaults, if material;
 - (3) unscheduled draws on debt service reserves reflecting financial difficulties;
 - (4) unscheduled draws on credit enhancements reflecting financial difficulties;
 - (5) substitution of credit or liquidity providers, or their failure to perform;
 - (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
 - (7) modifications to rights of the holders of the Bonds, if material;
 - (8) Bond calls, if material, and tender offers;
 - (9) defeasances;
 - (10) release, substitution, or sale of property securing repayment of the Bonds, if material;
 - (11) rating changes;
 - (12) bankruptcy, insolvency, receivership or similar events of the City (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City);
 - (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
 - (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;

- (15) incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For purposes subparagraph (15) above, a “financial obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

The City has not undertaken to provide notice of the occurrence of any other event, except the events listed above. The City agrees that all documents provided to the MSRB under the terms of this continuing disclosure undertaking shall be in such electronic format and accompanied by such identifying information as shall be prescribed by the MSRB. The City reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information or the accounting methods in accordance with which such information is presented, to the extent necessary or appropriate in the judgment of the City, consistent with the Rule. The City agrees that such covenants are for the benefit of the registered owners of the applicable series of the Bonds (including Beneficial Owners) and that such covenants may be enforced by any registered owner or Beneficial Owner, provided that any such right to enforcement shall be limited to specific enforcement of such undertaking and any failure shall not constitute an event of default under this Ordinance. The continuing disclosure obligations of the City with regards to a series of the Bonds, as described above, shall cease when none of the Bonds of such series remain outstanding.

Section 12. The City covenants and agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, in addition to all other taxes, sufficient in rate and amount to pay interest on the Bonds as and when the same becomes due and to create a sinking fund to pay the principal of the Bonds when the same becomes due, to the extent not paid from other sources, including the revenues of the water system.

Section 13. The City hereby covenants to the purchasers and holders of the Bonds hereby authorized that it will make no use of the proceeds of the Bonds, including monies held in any sinking fund for the payment of the Bonds, which would cause the Bonds to be arbitrage Bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the “Code”) and further covenants to comply with Sections 103 and 148 of the Code and all applicable regulations thereunder throughout the term of the Bonds. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax-exempt status of interest payable on the Bonds with respect to taxpayers generally but not including insurance companies or corporations subject to the additional minimum tax. The City hereby designates the Bonds as its “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not anticipate issuing tax-exempt obligations in the calendar year in which the Bonds are issued in an amount in excess of \$10,000,000, taking into consideration the exception for current refunding bonds.

Section 14. The City has previously adopted a Post-Issuance Compliance Policy and Procedures which remain in full force and effect and are applicable to the Bonds.

Section 15. This Ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED this 26TH day of November, 2024.

I, the undersigned, City Clerk for the City of Waverly, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and City Council on November ____, 2024; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, publicly announced and posted during such meeting in the room in which such meeting was held.

City Clerk

INTRODUCTION OF BUSINESS AND COMMUNICATIONS

Consideration of a Letter of Intent with the Waverly Suburban Fire District regarding the construction of a new fire station and authorizing the Mayor to sign.

Council Member Nielson moved to approve a Letter of Intent with the Waverly Suburban Fire District regarding the construction of a new fire station and authorizing the Mayor to sign. Council Member Hummel seconded the motion.

Attorney Fahleson this is a non-binding letter that is simply giving the attorneys of both parties direction to proceed with negotiating and drafting a more formal agreement that would contain terms of the two parties jointly at 50% equally, in the design, construction, and operation of the new fire station on land near Amberly and Cannongate to enhance fire protection and emergency response-related services. There will be a provision in the event of the threat of annexation by the City of Lincoln, the Suburban Fire District shall have the option to purchase the City's interest in that building based on fair market appraisal. The City currently owns the land so the City will receive a credit towards its cost on this project, which will likely be bonded out and each party responsible for its share. The City will be appointed as the manager of the project but will work cooperatively with the Suburban Fire District and respect all matters of the project.

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

Consideration of a bid from Christiansen Tree Service Inc for tree removal services in an amount not to exceed \$13,700.00.

Consent Agenda.

Consideration of Pay Application #5/Final and Retainage, also known as Claims Group C, to K2 Construction for work performed on the Eastbourne St/N 147th St; N 143rd St to Castlewood St Project in an amount not to exceed \$5,522.24.

Consent Agenda

Claims for Payment: November 13th – 26th, 2024
Claims Group C

Vendor	Description	Amount
K2 Construction	Eastbourne Water Main Project	\$ 5,522.24
	Claims Group C Total	\$ 5,522.24

COMMITTEE REPORTS

Human Services (Park & Recreation): Council Member Jespersen

Council Member Jespersen reported parks and rec division has been using our new aerator and overseeder and is finishing ball fields and some spots in Wayne Park. Electrical and camera work has begun in Wayne Park at the old pool location, which will hopefully be completed in the next month or so. Adult Co-Ed Indoor Volleyball league sign-ups have begun, with the league running from January through March. They are working on researching some field rental fees from other communities for the next parks meeting. More discussion has taken place on the dog park with north of Lawson Park as the primary location to move forward and the planning stages have begun.

Public Works (Utilities & Street): Council Member Nielson

Council Member Nielson reported staff continues to sweep the streets daily for the last two weeks and into the first few weeks of December. Cut trees out of storm sewer ditch outfalls along Amberly Road and winterized the Lawson Park sprinklers while staff was out. Fire Hydrant inspections were completed by Fireguard. Sent out the remaining Lead service line letters to buildings we have classified as Unknown service line material. Entered Sewer video reports into the GIS system and will have a few weeks to finish that project. Filled some minor potholes on N 142nd street and Guildford Street and checked the remaining plows and snow removal equipment. Jetted and root cut roots out of N 139th street near Sharp Park and also on N 141st Street from Lancashire to Mansfield Street. We also jetted on Guildford Street from N 137th to N 136th where there is a belly sag in the pipe. The Sullair compressor broke down and we are installing a new fuel pump in it. The Thern winches arrived for the oxidation ditch pumps and we are in the process of assembling them. Had a preconstruction meeting and answered more questions from the engineers about the Waverly Ridge subdivision.

Public Health (Fire & Safety): Council Member Pascoe

Fire Chief Mueller reported there were 39 calls in November 2024 and 485 calls for service year-to-date. We had a respiratory therapist who lives in Waverly who is interested in joining the department as an EMT. At the meeting last night, we had a presentation of an Eagle Scout Project to both the Shaffer and the Steinman families on behalf of the department.

Fiscal & Economic Development: Council Member Hummel

Council Member Hummel reported we are moving forward with the Waverly Ridge project.

City Administrator Fisher

City Administrator Fisher reported we will have our second Council Meeting in December on the 23rd due to the holidays. At that meeting, we will be considering an addition to our blight and substandard area in the City of Waverly. Then in January and February we are working on a new redevelopment area for an area-wide TIF; to have some of the area that we want included we need to do this blight and substandard declaration. Public notices have been started. There will be a Planning Commission meeting on December 18 to do their part of the blight and substandard declaration, followed by formal action from the City Council on December 23. The Hen Hustle Fun Run is this Thursday on Thanksgiving Day at 8:30am so be sure to sign up. The Santa Express is Sunday, December 8 so come out and support the fire department at the Santa Express, held at the Wave. The city audit is in progress and a lot of our team members have been working and providing information to the auditors and that's going smoothly. We did have to have a single line audit because of federal funds that we have expended, which is done. The annual liquor license renewals are now an online process and is a much more automated process now through the Liquor

Control Commission. If you know anyone who might qualify for Owner-Occupied Housing Rehab and needs work done on their home, there are still funds available.

ADJOURNMENT

Council Member Nielson moved to adjourn the meeting at 6:45. 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/Human Resources Assistant

Claims for Payment: November 27th - December 10th, 2024

Group A			
Vendor	Description	Amount	Date Paid
Tyson Carlson	Utility Deposit Refund	\$ 100.00	
Austin & Marissa Elkins	Utility Deposit Refund	\$ 100.00	
Taylor Guenther	Utility Deposit Refund	\$ 100.00	
Richard Norton III	Utility Deposit Refund	\$ 100.00	
Ian Kimmen	Utility Deposit Refund	\$ 100.00	
Karla Nagengast	Utility Deposit Refund	\$ 100.00	
Kelly Sears	Utility Deposit Refund	\$ 100.00	
Alexis & Luke Winter	Utility Deposit Refund	\$ 100.00	
ADP FEES	Payroll Fees	\$ 118.95	12/6/2024
ADP Payroll	Payroll	\$ 52,881.10	12/13/2024
Allo Communications	Phone/Internet Services	\$ 1,035.64	
BALL INSURANCE SERVICES	Fire Department Insurance	\$ 2,306.00	
Black Hills Energy	Natural gas	\$ 255.07	
BOK FINANCIAL	GO Sewer Refunding Bond 2021	\$ 5,928.75	12/13/2024
BOK FINANCIAL	GO Various Purpose Bonds 2020	\$ 12,175.00	12/13/2024
BOK FINANCIAL	Hwy Allocation Fund Bond 2020	\$ 71,592.50	12/13/2024
BOK FINANCIAL	Combined Utility Ref Bond 2020	\$ 9,766.25	12/13/2024
BOK FINANCIAL	Combined Utility Ref Bond 2021	\$ 315,233.75	12/13/2024
BOK FINANCIAL	GO Aquatic Center Bonds 2021	\$ 242,471.25	12/13/2024
BOK FINANCIAL	GO Water Refunding Bond 2021	\$ 123,171.25	12/13/2024
BOK FINANCIAL	Municipal Improve Bond 2023	\$ 45,200.00	12/13/2024
Brad Pfeiffer	WFR-Personal Vehicle Reimbursement	\$ 75.00	
Brent Cooper	WFR-Personal Vehicle Reimbursement	\$ 450.00	
Caleb Bishop	WFR-Personal Vehicle Reimbursement	\$ 870.00	
CARQUEST AUTO PARTS	Spark plug, oil filter	\$ 18.74	
CHASE BANK	2016 Hwy Allocation Bond	\$ 80,660.00	12/13/2024
Cheri Kaiser	Santa Express cookies	\$ 300.00	
Christopher Taylor Davis	WFR-Personal Vehicle Reimbursement	\$ 555.00	
COLONIAL LIFE	Insurance	\$ 43.92	
CORE & MAIN	Meter & Readout Purchase	\$ 211.86	
CUBBY'S, INC.	Fuel	\$ 1,214.97	
DataVizion, LLC	VizionCare Complete, Microsoft 365 Business, Adobe Pro	\$ 1,901.36	
Greg Gerlach	Waverly Fire Member Stipends	\$ 50.00	
HAMILTON EQUIPMENT CO.	Transfer pump part	\$ 99.08	
Hippo Equipment	Air compressor rental	\$ 130.00	
HORIZON BANK	Monthly ACH Fees	\$ 10.00	12/15/2024
Jacob Brosseau	WFR-Personal Vehicle Reimbursement	\$ 15.00	
James Bartels	WFR-Personal Vehicle Reimbursement	\$ 1,770.00	
Jamieson Battistella	WFR-Personal Vehicle Reimbursement	\$ 420.00	
Jared Rains	WFR-Personal Vehicle Reimbursement	\$ 1,080.00	
JEO CONSULTING GROUP, INC.	Comprehensive Safety Action Plan	\$ 27,629.00	
John Adams	WFR-Personal Vehicle Reimbursement	\$ 1,350.00	
John Catsinas	WFR-Personal Vehicle Reimbursement	\$ 485.00	
JOHN HANCOCK USA	Retirement	\$ 3,044.41	12/13/2024
Joseph Hummel	WFR-Personal Vehicle Reimbursement	\$ 615.00	
KELLY SUPPLY COMPANY	Salt brine applicator parts	\$ 210.21	
LANCASTER CO SHERIFF OFFICE	December 2024	\$ 38,093.00	
Larry Fichtner	WFR-Personal Vehicle Reimbursement	\$ 525.00	
LARM	Insure aerator	\$ 179.18	
LIFE-ASSIST, INC.	Medical Supplies	\$ 468.00	
LINCOLN ELECTRIC SYSTEM	Electricity	\$ 3,214.07	
MacQueen Emergency	Truck drain repair, skid unit repair, annual pump testing	\$ 1,781.84	
Mammoth Station	Fuel	\$ 31.66	
MATHESON TRI-GAS, INC.	Oxygen	\$ 1,109.75	
MENARDS-LINCOLN NORTH	Light, shop stool, tool kit, hose, pvc pipe & cap	\$ 671.27	
MENARDS-LINCOLN SOUTH	High bay light, pvc, lube, cable	\$ 384.15	
Michael McClellan	WFR-Personal Vehicle Reimbursement	\$ 635.00	
MIDWEST LABORATORIES, INC	Lab fees	\$ 638.04	
Nate Stilmock	WFR-Personal Vehicle Reimbursement	\$ 540.00	
Nathan Vidlak	WFR-Personal Vehicle Reimbursement	\$ 1,185.00	
NEBRASKA DEPT REVENUE WASTE	Utility Sales Tax	\$ 9,501.53	12/20/2024
ONE CALL CONCEPTS, INC.	One-Call Service	\$ 51.92	
Patrick Peterman	Waverly Fire Member Stipends	\$ 75.00	
PAVERS LLC	Cold mix asphalt	\$ 820.86	
PINNACLE BANK	Santa Express raffle items	\$ 2,421.99	
PINNACLE BANK	Heaters, tubes, truck repair, gate sensor kit, fuel tank, battery box, supplies	\$ 7,157.13	
PRC ENTERPRISES	TIF G Snap Fitness - Dec 2024	\$ 5,500.00	
Production Creek Specialty Adv	Employee clothing	\$ 108.00	
REMBOLT LUDTKE LLP	TIF Matters 2024	\$ 1,152.00	
REMBOLT LUDTKE LLP	Waverly Suburban Fire District	\$ 1,361.00	
Robin L. Hoffman	WFR-Personal Vehicle Reimbursement	\$ 2,145.00	
RYAN MUELLER	WFR-Personal Vehicle Reimbursement	\$ 1,590.00	
Tell Hanes	WFR-Personal Vehicle Reimbursement	\$ 1,350.00	
THE FORT	Clothing Allowance	\$ 119.99	
THE VOICE NEWS	Advertising & Printing	\$ 324.46	
TRACTOR SUPPLY COMPANY	TIF H TSC Distrib. - Dec 2024	\$ 102,355.30	
TRACTOR SUPPLY COMPANY	TIF I TSC Retail - Dec 2024	\$ 16,585.75	
Tyler Tongish	WFR-Personal Vehicle Reimbursement	\$ 135.00	
U.S.BANK EQUIPMENT FINANCE	Ricoh Copier	\$ 143.95	
VACEK ENTERPRISES	TIF J Amberly Dental - Dec 2024	\$ 4,116.66	
Visual Edge IT	Copies	\$ 145.58	
Whitehead Oil Co.	Fuel	\$ 90.59	
Woodstock Holdings LLC	TIF K Empire Fence - Dec 2024	\$ 21,722.45	
Costco	Santa Express items - F.D. debit card purchase	\$ 51.39	
Walmart	Santa Express items - F.D. debit card purchase	\$ 110.40	
Sam's Club	Santa Express items - F.D. debit card purchase	\$ 82.07	
Walmart	Santa Express items - F.D. debit card purchase	\$ 116.90	
Hobby Lobby	Santa Express items - F.D. debit card purchase	\$ 48.83	
Walmart	Santa Express items - F.D. debit card purchase	\$ 74.32	
Dollar Tree	Santa Express items - F.D. debit card purchase	\$ 19.57	
Menard's	Santa Express items - F.D. debit card purchase	\$ 193.04	
Walmart	Santa Express items - F.D. debit card purchase	\$ 12.80	
Amazon	Santa Express items - F.D. debit card purchase	\$ 352.50	
Amazon	Santa Express items - F.D. debit card purchase	\$ 142.24	
Sam's Club	Santa Express items - F.D. debit card purchase	\$ 215.81	
	Claims Group A Total	\$ 1,235,994.05	

William D. Gerdes, Mayor

Cheris Cadwell, City Treasurer/Deputy Clerk

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
10-00-4000	PROPERTY TAXES	3,497.87	5,108.59	1,006,957.00	1,001,848.41
10-00-4005	MOTOR VEHICLE TAX	13,475.52	27,233.44	90,000.00	62,766.56
10-00-4010	MOTOR VEHICLE PRO RATE	275.60	275.60	1,000.00	724.40
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	1,000.00	6,000.00	5,000.00
10-00-4035	FRANCHISE TAX	1,233.89	108,276.35	450,000.00	341,723.65
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	72.10	160.52	.00	160.52-
10-00-4065	FEES AND PERMITS	.00	.00	.00	.00
10-00-4070	CITY LICENSES	10.00	646.00	8,500.00	7,854.00
10-00-4071	CITY FINES	.00	10.00	.00	10.00-
10-00-4075	DOG LICENSES	.00	75.00	2,000.00	1,925.00
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
10-00-4130	BOND PROCEEDS	.00	.00	3,750,000.00	3,750,000.00
10-00-4161	INTEREST-MMA	1,573.89	3,207.81	5,000.00	1,792.19
10-00-4210	TOWER RENT	3,466.86	6,933.72	41,000.00	34,066.28
10-00-4215	FARM RENT INCOME	.00	5,347.50	19,095.00	13,747.50
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	.00	1,041.66	.00	1,041.66-
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	24,105.73	159,316.19	5,382,552.00	5,223,235.81
10-00-5000	REGULAR SALARIES	8,718.03	21,309.11	140,000.00	118,690.89
10-00-5002	SALARIES OVERTIME	.00	.00	.00	.00

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
10-00-5005	SALARY OF MAYOR & COUNCIL	.00	.00	30,000.00	30,000.00
10-00-5006	SALARIES PART TIME/TEMP	.00	.00	5,000.00	5,000.00
10-00-5009	SOCIAL SECURITY	663.05	1,614.66	12,000.00	10,385.34
10-00-5015	HEALTH INSURANCE	1,935.11	5,706.77	32,500.00	26,793.23
10-00-5019	WORKER'S COMP INSURANCE	.00	1,414.98	2,000.00	585.02
10-00-5020	EMPLOYMENT EXPENSES	390.12	871.97	7,500.00	6,628.03
10-00-5025	UNEMPLOYMENT COMPENSATION	.00	8.48	2,000.00	1,991.52
10-00-5030	RETIREMENT	479.49	1,172.00	7,500.00	6,328.00
10-00-5035	CLOTHING	.00	.00	1,750.00	1,750.00
10-00-5040	COUNTY TREAS. & OTHER FEES	25.15	45.15	4,000.00	3,954.85
10-00-5045	CUSTODIAL SERVICE	439.23	878.46	5,500.00	4,621.54
10-00-5050	LEGAL SERVICES	5,084.50	10,570.00	50,000.00	39,430.00
10-00-5055	CONTRACT OR SECURED SERVICE	38,093.00	76,186.00	485,000.00	408,814.00
10-00-5060	OTHER PROF. & TECH SERVICE	46,578.88	69,254.55	118,000.00	48,745.45
10-00-5065	NATURAL GAS	44.16	89.19	2,000.00	1,910.81
10-00-5070	ELECTRICITY	298.93	675.57	3,500.00	2,824.43
10-00-5075	GARBAGE SERVICE	35.70	53.55	500.00	446.45
10-00-5080	RENTALS OR LEASES	.00	.00	500.00	500.00
10-00-5085	POSTAGE	101.46	393.46	3,000.00	2,606.54
10-00-5090	TELEPHONE	574.47	1,541.01	7,000.00	5,458.99
10-00-5095	ADVERTISING AND PRINTING	362.31	1,048.12	5,000.00	3,951.88
10-00-5100	SUPPLIES	1,052.13	1,393.22	12,000.00	10,606.78
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	.00	.00
10-00-5115	LICENSE FEES	.00	.00	5,000.00	5,000.00
10-00-5120	SCHOOL, DUES AND SEMINARS	485.50	1,346.25	35,000.00	33,653.75
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	14,716.48	16,000.00	1,283.52
10-00-5140	TRAVEL OR MILEAGE	.00	.00	4,000.00	4,000.00
10-00-5145	REPAIR & MAINT. SERVICES	21.70	21.70	5,000.00	4,978.30
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	3,750,000.00	3,750,000.00
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

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
10-40-5015	HEALTH INSURANCE	.00	.00	.00	.00
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	175,000.00	175,000.00	.00
10-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
10-90-5014	TRANSFER TO PARK	.00	180,000.00	180,000.00	.00
10-90-5016	TRANSFER TO FIRE/RESCUE	.00	168,250.00	168,250.00	.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	105,382.92	899,560.68	5,454,500.00	4,554,939.32
	GENERAL TOTAL	81,277.19-	740,244.49-	71,948.00-	668,296.49

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
11-00-4052	CITY SALES TAX	69,778.38	133,282.63	700,000.00	566,717.37
11-00-4053	AQUATIC CENTER SALES TAX	.00	.00	.00	.00
11-00-4135	REIMBURSEMENT	.00	.00	.00	.00
11-00-4161	INTEREST-MMA	3,625.13	7,388.53	10,000.00	2,611.47
11-00-4163	INTEREST-CD'S HORIZON	9,802.94	25,563.86	40,000.00	14,436.14
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	83,206.45	166,235.02	750,000.00	583,764.98
11-00-5174	COMMUNITY IMPROVEMENT	.00	.00	.00	.00
11-00-5175	CAPITAL OUTLAY	.00	.00	112,000.00	112,000.00
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	.00	.00	112,000.00	112,000.00
	CITY SALES TAX TOTAL	83,206.45	166,235.02	638,000.00	471,764.98

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
12-00-4005	MOTOR VEHICLE FEES	.00	10,020.87	28,000.00	17,979.13
12-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
12-00-4095	LABOR & MATERIALS SOLD-STREETS	.00	543.75	.00	543.75-
12-00-4100	EQUIPMENT SOLD	.00	.00	.00	.00
12-00-4105	GRANTS	.00	.00	1,477,500.00	1,477,500.00
12-00-4110	INSURANCE ADJUSTMENTS	.00	.00	.00	.00
12-00-4120	HIGHWAY ALLOCATION	50,684.22	101,113.98	604,357.00	503,243.02
12-00-4125	INCENTIVE PAYMENTS	.00	.00	.00	.00
12-00-4130	SALE BONDS - STREETS	.00	.00	2,592,000.00	2,592,000.00
12-00-4135	REINBURSEMENT/PROJECT FINANCED	.00	.00	.00	.00
12-00-4161	INTEREST-MMA	3,149.01	6,418.13	.00	6,418.13-
12-00-4220	SCRAP SALES	.00	.00	.00	.00
12-00-4405	INFRASTRUCTURE FEE	651.30	980.20	.00	980.20-
12-90-4010	TRANSFER FROM GENERAL	.00	175,000.00	175,000.00	.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	54,484.53	294,076.93	4,876,857.00	4,582,780.07
12-00-5000	REGULAR SALARIES	12,935.86	31,974.57	200,000.00	168,025.43
12-00-5002	SALARIES OVERTIME	290.40	772.34	7,000.00	6,227.66
12-00-5006	SUB OR TEMP SALARIES	.00	127.22	10,000.00	9,872.78
12-00-5009	SOCIAL SECURITY	998.20	2,461.45	15,000.00	12,538.55
12-00-5015	HEALTH INSURANCE	4,978.94	14,162.15	102,000.00	87,837.85
12-00-5019	WORKER'S COMP INSURANCE	.00	4,959.18	7,500.00	2,540.82
12-00-5030	RETIREMENT	484.96	1,184.81	10,500.00	9,315.19
12-00-5035	CLOTHING	579.95	712.45	1,250.00	537.55
12-00-5045	CUSTODIAL SERVICES	.00	.00	.00	.00
12-00-5060	PROF&TECH SERVICE/SPECIAL FEES	43,130.00	43,209.17	296,600.00	253,390.83
12-00-5065	NATURAL GAS	43.18	89.23	3,000.00	2,910.77
12-00-5070	ELECTRICITY	6,794.31	13,630.20	70,000.00	56,369.80
12-00-5073	GAS AND OIL	525.21	1,119.56	14,000.00	12,880.44
12-00-5075	GARBAGE SERVICE	178.50	267.75	1,500.00	1,232.25
12-00-5076	RECYCLING SERVICE	.00	.00	.00	.00
12-00-5080	RENTALS OR LEASES	.00	.00	7,000.00	7,000.00
12-00-5090	TELEPHONE	356.24	487.48	1,000.00	512.52
12-00-5095	ADVERTISING AND PRINTING	.00	.00	500.00	500.00
12-00-5100	SUPPLIES-OFFICE/SHOP	2,647.96	3,090.38	7,000.00	3,909.62
12-00-5102	SUPPLIES-STREETS	.00	159.74	68,000.00	67,840.26
12-00-5120	FURNITURE AND EQUIPMENT	.00	.00	352,000.00	352,000.00
12-00-5121	SCHOOL, DUES, & SEMINARS	154.50	154.50	500.00	345.50
12-00-5135	PROPERTY INSURANCE	.00	27,808.08	28,500.00	691.92

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

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	1,396.82	1,861.68	13,000.00	11,138.32
12-00-5145	REPAIR & MAINT. STREETS	400.00	400.00	55,000.00	54,600.00
12-00-5146	EQUIPMENT MAINTENANCE	4,481.75	8,422.31	30,000.00	21,577.69
12-00-5147	VEHICLE MAINTENANCE	3,136.64	3,649.72	10,000.00	6,350.28
12-00-5150	OTHER MICS. OBJECTS	.00	.00	.00	.00
12-00-5165	TRAFFIC CONTROL	.00	852.75	8,000.00	7,147.25
12-00-5170	STREET CONTRACTS	.00	.00	4,000.00	4,000.00
12-00-5175	CAPITAL IMPROVEMENT-REAL PRPTY	.00	.00	3,592,000.00	3,592,000.00
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	83,513.42	161,556.72	4,914,850.00	4,753,293.28
	STREET TOTAL	29,028.89-	132,520.21	37,993.00-	170,513.21-

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
13-00-4052	CITY SALES TAX	34,889.14	66,641.21	350,000.00	283,358.79
13-00-4085	CONCESSIONS	.00	.00	.00	.00
13-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
13-00-4105	GRANTS	.00	468,349.60	.00	468,349.60-
13-00-4130	SALE BONDS - POOL	.00	.00	1,500,000.00	1,500,000.00
13-00-4131	AQUA CENTER BOND PROCEEDS	.00	.00	.00	.00
13-00-4132	2022 MUN IMP BOND PROCEED	.00	.00	.00	.00
13-00-4138	POOL DAILY ADMISSIONS	.00	.00	50,000.00	50,000.00
13-00-4140	POOL RECEIPTS	.00	.00	.00	.00
13-00-4141	POOL PASS REVENUE	.00	.00	70,000.00	70,000.00
13-00-4142	SWIMMING LESSON REVENUE	.00	.00	5,000.00	5,000.00
13-00-4143	POOL PARTY REVENUE	.00	.00	8,000.00	8,000.00
13-00-4144	POOL PARTY DEPOSIT	.00	.00	.00	.00
13-00-4146	SWIM TEAM REVENUE	.00	.00	2,000.00	2,000.00
13-00-4155	GIFT OR DONATIONS	.00	.00	.00	.00
13-00-4161	INTEREST-MMA	1,953.63	3,981.77	.00	3,981.77-
13-00-4162	INTEREST-NE CLASS	3,026.31	5,798.43	.00	5,798.43-
13-00-4167	INTEREST FSB	31.97	34.53	.00	34.53-
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	39,901.05	544,805.54	2,005,000.00	1,460,194.46
13-00-5000	REGULAR SALARIES	2,930.20	7,198.47	37,000.00	29,801.53
13-00-5002	SALARIES OVERTIME	.00	.00	.00	.00
13-00-5006	SUB OR TEMP SALARIES	.00	.00	130,000.00	130,000.00
13-00-5009	SOCIAL SECURITY	221.70	541.35	5,500.00	4,958.65
13-00-5015	HEALTH INSURANCE	793.79	2,338.16	10,500.00	8,161.84
13-00-5019	WORKER'S COMP INSURANCE	.00	98.56	1,000.00	901.44
13-00-5030	RETIREMENT	120.50	294.96	2,000.00	1,705.04
13-00-5035	CLOTHING	.00	.00	3,000.00	3,000.00
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	125.00	10,500.00	10,375.00
13-00-5065	NATURAL GAS	.00	.00	4,000.00	4,000.00
13-00-5070	ELECTRICITY	163.22	1,124.97	17,000.00	15,875.03
13-00-5075	GARBAGE SERVICE	.00	47.50	500.00	452.50
13-00-5080	RENTALS OR LEASES	.00	.00	.00	.00
13-00-5090	TELEPHONE	43.39	86.77	1,500.00	1,413.23
13-00-5095	ADVERTISING AND PRINTING	.00	.00	500.00	500.00
13-00-5100	SUPPLIES	.00	711.60	17,000.00	16,288.40
13-00-5102	OPERATION SUPPLIES	.00	.00	15,000.00	15,000.00

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
13-00-5105	CONCESSIONS	.00	.00	15,000.00	15,000.00
13-00-5110	FURNITURE AND EQUIPMENT	.00	.00	11,000.00	11,000.00
13-00-5120	SCHOOLS, DUES, & SEMINARS	.00	.00	5,000.00	5,000.00
13-00-5135	PROPERTY INSURANCE	.00	21,031.91	21,000.00	31.91-
13-00-5140	TRAVEL OR MILEAGE	.00	.00	.00	.00
13-00-5141	SERVICE FEES	10.00	20.00	800.00	780.00
13-00-5145	REPAIR & MAINT. SERVICES	228.48	228.48	2,000.00	1,771.52
13-00-5149	REFUNDS	.00	.00	.00	.00
13-00-5150	OTHER MISC. OBJECTS	.00	.00	.00	.00
13-00-5160	CONSULTANTS	.00	.00	.00	.00
13-00-5175	CAPITAL IMPROVEMENT-REAL PRPTY	33,000.00	58,450.00	.00	58,450.00-
13-00-5176	NEW POOL SUPPLIES	.00	.00	.00	.00
13-00-5333	2021 GO AQUATIC CTN PRINCIPAL	.00	.00	225,000.00	225,000.00
13-00-5334	2021 GO AQUATIC CTR INTEREST	.00	.00	33,924.00	33,924.00
13-00-5351	2023 MUNI IMPROV PRINCIPAL	.00	.00	2,500,000.00	2,500,000.00
13-00-5352	2023 MUNI IMPROV BOND INTEREST	.00	.00	90,000.00	90,000.00
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	37,511.28	92,297.73	3,160,724.00	3,068,426.27
	POOL TOTAL	2,389.77	452,507.81	1,155,724.00-	1,608,231.81-

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

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	.00	.00	.00
14-00-4105	GRANTS	.00	.00	.00	.00
14-00-4110	INSURANCE ADJUSTMENTS	30,853.13	30,853.13	.00	30,853.13-
14-00-4139	YOUTH FLAG FOOTBAL	.00	.00	8,500.00	8,500.00
14-00-4140	FALL SOCCER RECEIPTS	.00	.00	8,000.00	8,000.00
14-00-4142	SPRING SOCCER RECEIPTS	.00	.00	10,000.00	10,000.00
14-00-4145	BALL RECEIPTS	.00	.00	15,000.00	15,000.00
14-00-4146	BALL FIELD RENTAL	.00	.00	12,000.00	12,000.00
14-00-4147	ADULT VOLLEY BALL	150.00	150.00	1,000.00	850.00
14-00-4148	TOURNAMENTS	.00	.00	1,000.00	1,000.00
14-00-4149	ADULT BASEBALL	.00	.00	1,000.00	1,000.00
14-00-4155	PARK DONATIONS	.00	.00	20,000.00	20,000.00
14-00-4161	INTEREST-MMA	419.51	855.02	500.00	355.02-
14-00-4162	INTEREST-NE CLASS	1,577.76	3,070.86	3,000.00	70.86-
14-00-4165	INTEREST EARNED	.00	.00	.00	.00
14-00-4166	INTEREST	.15	.30	.00	.30-
14-00-4170	ADULT BASKETBALL	.00	.00	1,000.00	1,000.00
14-00-4405	INFRASTRUCTURE FEE	1,503.00	2,262.00	.00	2,262.00-
14-00-4420	ADVERTISING REVENUE	.00	.00	.00	.00
14-90-4010	TRANSFER FROM GENERAL	.00	180,000.00	180,000.00	.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	.00	260,000.00	260,000.00
	TOTAL REVENUE	34,503.55	217,191.31	521,000.00	303,808.69
14-00-5000	REGULAR SALARIES	9,300.34	22,695.82	141,500.00	118,804.18
14-00-5002	OVERTIME SALARIES	.00	29.58	.00	29.58-
14-00-5006	SUB OR TEMP SALARIES	.00	1,102.26	36,000.00	34,897.74
14-00-5009	SOCIAL SECURITY	703.08	1,788.71	12,500.00	10,711.29
14-00-5015	HEALTH INSURANCE	3,915.84	11,549.09	47,000.00	35,450.91
14-00-5019	WORKER'S COMP INSURANCE	.00	4,455.56	4,500.00	44.44
14-00-5030	RETIREMENT	344.46	843.86	7,000.00	6,156.14
14-00-5035	CLOTHING	.00	.00	1,000.00	1,000.00
14-00-5045	CUSTODIAL SERVICE	.00	.00	.00	.00
14-00-5055	CONTRACTED OR SECURED SERVICES	.00	3,605.00	18,000.00	14,395.00
14-00-5060	OTHER PROF. & TECH SERVICE	.00	362.50	8,500.00	8,137.50
14-00-5070	ELECTRICITY	1,021.42	2,010.94	10,000.00	7,989.06
14-00-5073	GAS AND OIL	217.82	789.32	6,000.00	5,210.68
14-00-5075	GARBAGE SERVICE	531.04	796.56	3,500.00	2,703.44
14-00-5080	RENTAL & LEASES	.00	.00	1,000.00	1,000.00
14-00-5090	PHONE	29.24	58.48	1,000.00	941.52
14-00-5095	ADVERTISING & PRINTING	.00	.00	1,500.00	1,500.00

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
14-00-5100	SUPPLIES	.00	880.25	30,000.00	29,119.75
14-00-5102	OPERATION SUPPLIES	1,263.54	1,293.53	30,000.00	28,706.47
14-00-5103	TOURNAMENT SUPPLIES	.00	.00	1,500.00	1,500.00
14-00-5110	FURNITURE AND EQUIPMENT	14,000.00	14,000.00	46,000.00	32,000.00
14-00-5120	SCHOOLS, DUES AND SEMINARS	.00	.00	500.00	500.00
14-00-5130	TREES AND PLANTINGS	.00	.00	28,000.00	28,000.00
14-00-5135	PROPERTY INSURANCE	.00	31,576.51	27,000.00	4,576.51-
14-00-5140	TRAVEL OR MILEAGE	.00	.00	500.00	500.00
14-00-5145	REPAIR & MAINT. SERVICES	6,305.49	8,957.52	43,500.00	34,542.48
14-00-5146	EQUIPMENT MAINTENANCE	.00	28.89	3,500.00	3,471.11
14-00-5147	VEHICLE MAINTENANCE	.00	.00	100.00	100.00
14-00-5149	REFUNDS	.00	.00	.00	.00
14-00-5150	OTHER MISC. OBJECTS	.00	.00	.00	.00
14-00-5160	DONATION EXPENSES	121.47	210.95	.00	210.95-
14-00-5175	CAPITAL IMPROVEMENT-REAL PRPTY	.00	.00	20,000.00	20,000.00
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	37,753.74	107,035.33	529,600.00	422,564.67
	PARK TOTAL	3,250.19-	110,155.98	8,600.00-	118,755.98-

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
15-00-4161	INTEREST-MMA	197.07	401.66	.00	401.66-
15-00-4199	ARPA PROCEEDS	.00	.00	.00	.00
	TOTAL REVENUE	----- 197.07	----- 401.66	----- .00	----- 401.66-
15-00-5060	OTHER PROF & TECH SERVICE	.00	.00	.00	.00
15-00-5141	ARPA EXPENSES	.00	503.88	43,543.00	43,039.12
15-00-5146	EQUIPMENT MAINT	.00	.00	.00	.00
15-00-5175	CAPITAL IMPROVEMENTS	.00	.00	.00	.00
	TOTAL EXPENSES	----- .00	----- 503.88	----- 43,543.00	----- 43,039.12
	ARPA TOTAL	=====	=====	=====	=====
		197.07	102.22-	43,543.00-	43,440.78-
		=====	=====	=====	=====

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
16-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
16-00-4091	COVID-19 CARE FUNDS	.00	.00	.00	.00
16-00-4100	EQUIPMENT SOLD	.00	.00	.00	.00
16-00-4105	GRANTS	.00	.00	.00	.00
16-00-4110	INSURANCE ADJUSTMENTS	.00	.00	.00	.00
16-00-4130	BOND PROCEEDS	.00	.00	9,500,000.00	9,500,000.00
16-00-4135	REIMBURSEMENT-MAT'LS/SERVICES	.00	.00	.00	.00
16-00-4155	GIFTS OR DONATIONS	.00	.00	.00	.00
16-00-4160	SUBURBAN FIRE DEPARTMENT	14,020.83	28,041.66	168,250.00	140,208.34
16-00-4161	INTEREST-MMA	436.46	912.76	.00	912.76-
16-00-4165	INTEREST/FIRE-RESCUE	.00	.00	.00	.00
16-90-4010	TRANSFER FROM GENERAL	.00	168,250.00	168,250.00	.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	14,457.29	197,204.42	9,836,500.00	9,639,295.58
16-00-5003	OFFICER REIMBURSEMENT	3,725.00	3,725.00	11,000.00	7,275.00
16-00-5017	LIFE INSURANCE	.00	5,041.00	5,000.00	41.00-
16-00-5019	WORKER'S COMP INSURANCE	.00	1,276.00	5,000.00	3,724.00
16-00-5045	CUSTODIAL SERVICE	.00	.00	.00	.00
16-00-5050	LEGAL SERVICES	.00	.00	2,500.00	2,500.00
16-00-5055	CONTRACTED OR SECURED SERVICES	1,750.00	4,000.00	67,500.00	63,500.00
16-00-5056	ENARSIS ADMIN	.00	.00	15,000.00	15,000.00
16-00-5060	OTHER PROF.& TECH SERVICE	124.21	3,308.68	5,000.00	1,691.32
16-00-5065	NATURAL GAS	52.00	106.00	6,000.00	5,894.00
16-00-5070	ELECTRICITY	177.86	452.13	3,500.00	3,047.87
16-00-5073	GAS & OIL	942.18	1,530.96	8,000.00	6,469.04
16-00-5075	GARBAGE SERVICE	35.70	53.55	500.00	446.45
16-00-5080	RENTALS OR LEASES	.00	.00	.00	.00
16-00-5085	POSTAGE	.00	.00	.00	.00
16-00-5090	TELEPHONE	499.72	816.57	4,000.00	3,183.43
16-00-5095	ADVERTISING AND PRINTING	.00	304.95	1,000.00	695.05
16-00-5100	SUPPLIES	227.37	281.00	8,000.00	7,719.00
16-00-5101	FIRE OPERATION SUPPLIES	460.00	558.64	20,000.00	19,441.36
16-00-5102	MEDICAL SUPPLIES	31.96	1,929.46	20,000.00	18,070.54
16-00-5103	FD BUNKER GEAR	81.95	235.95	5,500.00	5,264.05
16-00-5110	FURNITURE AND EQUIPMENT	.00	.00	.00	.00
16-00-5112	COMMUNICATION GEAR	.00	.00	36,000.00	36,000.00
16-00-5115	LICENSE FEES	.00	.00	500.00	500.00
16-00-5120	SCHOOL, DUES AND SEMINARS	498.00	608.09	16,000.00	15,391.91
16-00-5135	PROPERTY INSURANCE	20,570.00	20,570.00	25,000.00	4,430.00
16-00-5140	TRAVEL OR MILEAGE	.00	.00	6,000.00	6,000.00
16-00-5141	SERVICE FEES	.00	.00	.00	.00

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
16-00-5142	VEHICLE MILEAGE REIMBURSE	.00	.00	25,000.00	25,000.00
16-00-5145	BUILDING REPAIR & MAINTENANCE	927.74	927.74	10,000.00	9,072.26
16-00-5146	EQUIPMENT-REPAIR & MAINTENANCE	3,316.93	4,301.93	12,500.00	8,198.07
16-00-5147	VEHICLE REPAIR & MAINTENANCE	3,324.41	3,547.27	12,500.00	8,952.73
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
16-00-5175	CAPITAL IMPROVEMENTS	.00	.00	9,500,000.00	9,500,000.00
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	.00	.00
16-90-5010	TRANSFER TO GENERAL	.00	1,041.66	.00	1,041.66-
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	48.00	48.00	.00	48.00-
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	36,793.03	54,664.58	9,836,500.00	9,781,835.42
	FIRE DEPARTMENT TOTAL	22,335.74-	142,539.84	.00	142,539.84-

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
17-00-4065	BURN PERMITS	30.00	30.00	500.00	470.00
17-00-4105	GRANTS	.00	.00	.00	.00
17-00-4155	GIFTS OR DONATIONS	2,151.98	3,908.82	6,000.00	2,091.18
17-00-4156	FIRE ENGINE 34 DONATIONS	.00	.00	.00	.00
17-00-4157	SANTA EXPRESS DONATIONS	500.00	500.00	.00	500.00-
17-00-4162	INTEREST-NE CLASS	169.87	353.01	.00	353.01-
17-00-4165	INTEREST FIRE DONATION	.00	.00	.00	.00
17-00-4166	INTEREST	1.34	2.62	.00	2.62-
17-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
17-90-4018	TRANSFER FROM FIRE EQUIP	.00	.00	.00	.00
17-90-4038	TRANSFER FROM FIRE RAFFLE	.00	.00	.00	.00
	TOTAL REVENUE	2,853.19	4,794.45	6,500.00	1,705.55
17-00-5035	CLOTHING ALLOWANCE	.00	.00	2,500.00	2,500.00
17-00-5100	SUPPLIES	104.04	384.04	5,000.00	4,615.96
17-00-5104	ENGINE 34 EXPENSE	132.00	264.00	.00	264.00-
17-00-5106	SANTA EXPRESS EXPENSES	874.90	874.90	.00	874.90-
17-00-5108	PRIZES	104.03	104.03	.00	104.03-
17-00-5150	OTHER MISC EXPENSES	.00	298.08	.00	298.08-
17-00-5175	CAPITAL EQUIPMENT	.00	.00	47,847.00	47,847.00
17-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
17-90-5018	TRANSFERS TO FIRE EQUIPMENT	.00	.00	.00	.00
	TOTAL EXPENSES	1,214.97	1,925.05	55,347.00	53,421.95
	FIRE DONATION TOTAL	1,638.22	2,869.40	48,847.00-	51,716.40-

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

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	187.50	2,000.00	1,812.50
18-00-4151	EMS: RESCUE SERVICE CALLS	5,025.97	19,046.86	50,000.00	30,953.14
18-00-4160	RURAL FIRE DEPARTMENT	.00	.00	.00	.00
18-00-4161	INTEREST-MMA	725.04	1,477.74	.00	1,477.74-
18-00-4162	INTEREST-NE CLASS	822.07	1,708.34	2,500.00	791.66
18-00-4165	INTEREST - FIRE EQUIPMENT	.00	.00	.00	.00
18-00-4166	INTEREST	9.96	19.10	.00	19.10-
18-90-4016	TRANSFER FROM FIRE	48.00	48.00	.00	48.00-
18-90-4029	TRANSFER FROM KENO	.00	.00	.00	.00
	TOTAL REVENUE	6,631.04	22,487.54	54,500.00	32,012.46
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	.00	.00
18-00-5103	FD BUNKER GEAR	.00	.00	.00	.00
18-00-5110	FURNITURE & EQUIPMENT	.00	1,777.58	.00	1,777.58-
18-00-5141	SERVICE FEES	.00	.00	.00	.00
18-00-5147	VEHICLE MAINT	.00	.00	.00	.00
18-00-5149	REFUNDS	.00	.00	.00	.00
18-00-5175	CAPITAL EQUIPMENT	.00	.00	301,919.00	301,919.00
18-00-5230	VOID!! USE STANDARD ACCTS	.00	.00	.00	.00
18-00-5231	FEH - FEES	.00	185.63	.00	185.63-
18-00-5232	EMS - FEES	1,553.74	5,463.97	.00	5,463.97-
18-90-5016	TRANSFER TO FD OPERATIONS	.00	.00	.00	.00
18-90-5017	TRANSFER TO DONATIONS	.00	.00	.00	.00
	TOTAL EXPENSES	1,553.74	7,427.18	301,919.00	294,491.82
	FIRE EQUIPMENT TOTAL	5,077.30	15,060.36	247,419.00-	262,479.36-

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
19-00-4065	FEES & PERMITS	4,763.25	7,379.40	60,000.00	52,620.60
19-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
19-00-4105	GRANTS	.00	.00	.00	.00
19-00-4106	DEVELOPER:STREET TREES	46,500.00	46,500.00	.00	46,500.00-
19-00-4161	INTEREST-MMA	946.49	1,978.79	1,000.00	978.79-
19-00-4200	PERMIT DEPOSITS	1,000.00	2,000.00	10,000.00	8,000.00
19-00-4205	DEVELOPER CONTRIBUTIONS	.00	.00	80,000.00	80,000.00
19-00-4405	INFRASTRUCTURE FEE	2,505.00	3,770.00	15,000.00	11,230.00
19-90-4010	TRANSFER FROM GENERAL	.00	125,000.00	125,000.00	.00
	TOTAL REVENUE	55,714.74	186,628.19	291,000.00	104,371.81
19-00-5000	SALARIES - REGULAR	8,210.68	20,108.76	151,000.00	130,891.24
19-00-5001	SALARIES - PART TIME	.00	.00	.00	.00
19-00-5002	SALARIES - OVERTIME	.00	.00	.00	.00
19-00-5009	SS/MED - CITY SHARE	626.18	1,530.57	11,000.00	9,469.43
19-00-5015	HEALTH INSURANCE	1,885.69	5,566.63	21,500.00	15,933.37
19-00-5030	RETIREMENT	451.58	1,105.97	7,500.00	6,394.03
19-00-5035	CLOTHING	.00	.00	500.00	500.00
19-00-5050	LEGAL SERVICES	.00	.00	.00	.00
19-00-5060	OTHER PROF & TECH SERVICE	175.00	175.00	30,000.00	29,825.00
19-00-5073	GAS & OIL	54.70	54.70	1,000.00	945.30
19-00-5090	TELEPHONE	29.24	58.48	1,500.00	1,441.52
19-00-5095	ADVERTISING AND PRINTING	.00	.00	1,000.00	1,000.00
19-00-5100	SUPPLIES	.00	.00	1,000.00	1,000.00
19-00-5110	FURNITURE & EQUIPMENT	.00	.00	.00	.00
19-00-5120	SCHOOL, DUES & SEMINARS	40.00	40.00	3,000.00	2,960.00
19-00-5135	INSURANCE	.00	702.75	1,000.00	297.25
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	.00	.00	25,000.00	25,000.00
19-00-5201	DEPOSITS REFUNDED	845.00	845.00	35,000.00	34,155.00
19-00-5205	CONSULTANTS	2,501.25	5,138.75	80,000.00	74,861.25
	TOTAL EXPENSES	14,819.32	35,326.61	371,500.00	336,173.39
	BUILDING & ZONING TOTAL	40,895.42	151,301.58	80,500.00-	231,801.58-

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
20-00-4050	SALES TAX	550.52	1,220.06	15,000.00	13,779.94
20-00-4071	CITY FINES	.00	.00	.00	.00
20-00-4090	OTHER LOCAL REV RECEIPTS	73.00	73.00	.00	73.00-
20-00-4095	LABOR & MATERIALS SOLD - WATER	1,570.29	3,273.52	20,000.00	16,726.48
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	2,400,000.00	2,400,000.00
20-00-4161	INTEREST-MMA	3,901.13	7,848.32	13,000.00	5,151.68
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	94,546.55	189,199.92	675,000.00	485,800.08
20-00-4305	SALE OF WATER	89.49	89.49	.00	89.49-
20-00-4400	DEPOSITS RECEIVED	.00	.00	.00	.00
20-00-4405	INFRASTRUCTURE FEE	150.30	226.20	1,000.00	773.80
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	100,881.28	201,930.51	3,124,000.00	2,922,069.49
20-00-5000	REGULAR SALARIES	21,171.55	45,639.90	205,000.00	159,360.10
20-00-5002	OVERTIME SALARIES	345.21	1,035.69	6,500.00	5,464.31
20-00-5006	SUB OR TEMP SALARIES	.00	92.82	.00	92.82-
20-00-5009	SOCIAL SECURITY	1,652.66	3,587.32	14,500.00	10,912.68
20-00-5015	HEALTH INSURANCE	2,518.90	7,041.74	77,500.00	70,458.26
20-00-5019	WORKER'S COMP INSURANCE	.00	2,653.09	3,500.00	846.91
20-00-5030	RETIREMENT	962.51	2,017.80	10,500.00	8,482.20
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	.00	79.16	2,000.00	1,920.84
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	3,263.36	7,191.32	40,000.00	32,808.68
20-00-5073	GAS AND OIL	122.55	324.62	3,000.00	2,675.38
20-00-5080	RENTALS OR LEASES	.00	417.05	1,000.00	582.95
20-00-5085	POSTAGE	591.55	745.76	3,500.00	2,754.24
20-00-5090	TELEPHONE	58.48	116.96	2,000.00	1,883.04
20-00-5095	ADVERTISING AND PRINTING	1,057.64	1,057.64	2,000.00	942.36
20-00-5100	SUPPLIES	14,037.90	14,072.53	40,000.00	25,927.47
20-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
20-00-5110	FURNITURE AND EQUIPMENT	.00	.00	35,000.00	35,000.00
20-00-5120	SCHOOL, DUES AND SEMINARS	.00	.00	3,000.00	3,000.00

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
20-00-5125	SALES TAX-WATER	658.88	1,357.05	10,000.00	8,642.95
20-00-5135	PROPERTY INSURANCE	.00	18,496.75	17,500.00	996.75-
20-00-5140	TRAVEL OR MILEAGE	.00	73.05	1,000.00	926.95
20-00-5141	SERVICE FEES	.00	.00	400.00	400.00
20-00-5144	REPAIR & MAIN. - BLDG	.00	.00	11,000.00	11,000.00
20-00-5145	REPAIR & MAINT. SERVICES	7,020.31	8,636.80	35,000.00	26,363.20
20-00-5146	EQUIPMENT MAINTENANCE	1,218.22	2,098.98	7,000.00	4,901.02
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	5,522.24	8,022.24	2,700,000.00	2,691,977.76
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	.00	.00	115,000.00	115,000.00
20-00-5183	2021 GO WATER INTEREST	.00	.00	15,598.00	15,598.00
20-00-5201	REFUNDS	.00	.00	.00	.00
20-00-5210	METER AND READOUT PURCHASE	569.24	1,938.68	60,000.00	58,061.32
20-00-5220	DEPRECIATION EXPENSE	.00	.00	.00	.00
20-00-5235	LABORATORY SERVICES	128.00	341.00	5,000.00	4,659.00
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	60,899.20	127,037.95	3,430,998.00	3,303,960.05
	WATER TOTAL	39,982.08	74,892.56	306,998.00-	381,890.56-

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
21-00-4050	SALES TAX	9,105.38	17,984.13	82,000.00	64,015.87
21-00-4090	OTHER LOCAL REV RECEIPTS	6.00	6.00	.00	6.00-
21-00-4095	LABOR & MATERIALS SOLD - SEWER	.00	.00	.00	.00
21-00-4105	GRANTS	.00	.00	.00	.00
21-00-4110	INSURANCE ADJUSTMENTS	23,433.60	23,433.60	.00	23,433.60-
21-00-4130	SALE OF BONDS - SEWER	.00	.00	.00	.00
21-00-4161	INTEREST-MMA	8,680.62	17,364.26	20,000.00	2,635.74
21-00-4163	INTEREST-CD'S HORIZON	13,319.88	17,823.00	18,000.00	177.00
21-00-4164	INTEREST-CD'S FSB	4,601.49	4,601.49	3,000.00	1,601.49-
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	130,389.23	261,256.02	1,200,000.00	938,743.98
21-00-4405	INFRASTRUCTURE FEE	200.40	301.60	.00	301.60-
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	189,736.60	342,770.10	1,323,000.00	980,229.90
21-00-5000	REGULAR SALARIES	5,566.51	19,801.97	181,000.00	161,198.03
21-00-5002	OVERTIME SALARIES	217.82	710.05	6,000.00	5,289.95
21-00-5006	SUB OR TEMP SALARIES	.00	114.90	2,500.00	2,385.10
21-00-5009	SOCIAL SECURITY	424.93	1,523.77	13,000.00	11,476.23
21-00-5015	HEALTH INSURANCE	2,403.67	6,701.65	63,000.00	56,298.35
21-00-5019	WORKER'S COMP INSURANCE	.00	1,066.63	1,500.00	433.37
21-00-5030	RETIREMENT	286.89	1,031.25	9,000.00	7,968.75
21-00-5035	CLOTHING	.00	.00	250.00	250.00
21-00-5045	CUSTODIAL SERVICE	.00	.00	.00	.00
21-00-5050	LABORATORY SERVICES	484.92	1,246.08	6,000.00	4,753.92
21-00-5060	OTHER PROF. & TECH SERVICE	.00	79.17	2,000.00	1,920.83
21-00-5065	NATURAL GAS	.00	.00	4,000.00	4,000.00
21-00-5070	ELECTRICITY	6,759.05	13,883.85	80,000.00	66,116.15
21-00-5073	GAS AND OIL	313.34	406.14	6,000.00	5,593.86
21-00-5075	GARBAGE SERVICE	285.60	428.40	2,000.00	1,571.60
21-00-5080	RENTALS OR LEASES	.00	834.10	1,000.00	165.90
21-00-5085	POSTAGE	153.56	307.77	3,500.00	3,192.23
21-00-5090	TELEPHONE	253.36	588.32	3,000.00	2,411.68
21-00-5095	ADVERTISING AND PRINTING	.00	.00	500.00	500.00
21-00-5100	SUPPLIES	4,279.66	4,487.81	28,000.00	23,512.19
21-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
21-00-5110	FURNITURE AND EQUIPMENT	28,680.00	243,791.86	306,500.00	62,708.14
21-00-5120	SCHOOL, DUES AND SEMINARS	.00	300.00	1,500.00	1,200.00
21-00-5125	SALES TAX-SEWER	8,736.18	17,467.91	101,000.00	83,532.09
21-00-5135	PROPERTY INSURANCE	.00	18,605.48	18,500.00	105.48-

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
21-00-5140	TRAVEL OR MILEAGE	683.92	874.82	500.00	374.82-
21-00-5141	SERVICE FEES	14.00	14.00	800.00	786.00
21-00-5145	REPAIR & MAINT. SEWER	362.41	395.91	5,000.00	4,604.09
21-00-5146	EQUIPMENT MAINTENANCE	180.00	270.00	38,000.00	37,730.00
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	10,000.00	10,000.00
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	.00	.00	305,000.00	305,000.00
21-00-5327	2021 CURRB INTEREST	.00	.00	19,076.00	19,076.00
21-00-5333	2020 CURR PRINCIPAL	.00	.00	210,000.00	210,000.00
21-00-5334	2020 CURR INTEREST	.00	.00	19,133.00	19,133.00
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	60,085.82	334,931.84	3,447,759.00	3,112,827.16
	SEWER TOTAL	129,650.78	7,838.26	2,124,759.00-	2,132,597.26-

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

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	240,000.00	240,000.00
22-00-4180	INTEREST INCOME	.00	.00	.00	.00
22-00-4310	TIF REVENUE	.00	.00	.00	.00
	TOTAL REVENUE	----- .00	----- .00	----- 240,000.00	----- 240,000.00
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	240,000.00	240,000.00
22-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
22-00-5215	TIF NOTE PAYMENTS	.00	.00	.00	.00
	TOTAL EXPENSES	----- .00	----- .00	----- 240,000.00	----- 240,000.00
	CDBG FUND TOTAL	===== .00 =====	===== .00 =====	===== .00 =====	===== .00 =====

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
23-00-4000	COUNTY PROPERTY TAX	2,862.89	4,181.17	774,257.00	770,075.83
23-00-4005	COUNTY MOTOR VEHICLE FEE	.00	.00	.00	.00
23-00-4010	COUNTY MOTOR VEHICLE PRO RATE	225.57	225.57	1,000.00	774.43
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	31,500.00	31,500.00
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	1,317.44	2,737.77	.00	2,737.77-
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	57.97	119.99	.00	119.99-
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	4,463.87	7,264.50	809,757.00	802,492.50
23-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
23-00-5141	SERVICE FEES	222.00	222.00	2,400.00	2,178.00
23-00-5175	CAPITAL IMPROVEMENTS	.00	.00	.00	.00
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	1,330.00	1,330.00
23-00-5339	2020 HAFP BOND PRINCIPAL	.00	.00	70,000.00	70,000.00
23-00-5340	2020 HAFP BOND INTEREST	.00	.00	2,785.00	2,785.00
23-00-5345	CAPITAL OUTLAY-LAWSON PARK	.00	.00	.00	.00
23-00-5347	23-00-5348 PRINCIPAL	.00	.00	135,000.00	135,000.00
23-00-5348	2019 GOVP INTEREST	19,191.25	19,191.25	38,383.00	19,191.75
23-00-5349	2020 GOVP PRINCIPAL	.00	.00	155,000.00	155,000.00
23-00-5350	2020 GOVP BOND INTEREST	.00	.00	23,950.00	23,950.00
23-00-5353	NEW BOND - REFINANCING	.00	.00	.00	.00
23-00-5380	2021 GO SWR PRINCIPAL	.00	.00	220,000.00	220,000.00
23-00-5381	2021 GO SWR INTEREST	.00	.00	11,458.00	11,458.00

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
23-00-5400	2016 HWY ALLOC PRINCIPAL	.00	.00	80,000.00	80,000.00
23-00-5440	2016 HWY ALLOC INTEREST	.00	.00	660.00	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	19,413.25	19,413.25	775,966.00	756,552.75
	DEBT SERVICE TOTAL	14,949.38-	12,148.75-	33,791.00	45,939.75

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
24-00-4180	INTEREST INCOME	16.26	33.64	.00	33.64-
24-00-4310	TIF REVENUES	.00	.00	150,000.00	150,000.00
	TOTAL REVENUE	----- 16.26	----- 33.64	----- 150,000.00	----- 149,966.36
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	.00	.00	150,000.00	150,000.00
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	----- .00	----- .00	----- 150,000.00	----- 150,000.00
	TIF H: TSC DISTR CENTER TOTAL	=====	=====	=====	=====
		16.26	33.64	.00	33.64-
		=====	=====	=====	=====

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
25-00-4180	INTEREST INCOME	6.19	12.81	.00	12.81-
25-00-4310	TIF REVENUES	.00	.00	35,000.00	35,000.00
25-90-4024	TRANSFER FROM TIF A	.00	.00	.00	.00
	TOTAL REVENUE	6.19	12.81	35,000.00	34,987.19
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	.00	.00	35,000.00	35,000.00
25-90-5035	TRANSFER TO ADMIN W/H	.00	.00	.00	.00
	TOTAL EXPENSES	.00	.00	35,000.00	35,000.00
	TIF I: TSC RETAIL STORE TOTAL	6.19	12.81	.00	12.81-

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

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 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

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 =====

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

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	112.22	261.86	.00	261.86-
28-00-4164	INTEREST-CD'S FSB	815.60	815.60	1,500.00	684.40
28-00-4167	INTEREST FSB	.00	.00	.00	.00
28-00-4180	INTEREST/CEMETERY FUNDS	43.11	89.11	.00	89.11-
28-00-4185	CEMETERY RECEIPTS	.00	1,700.00	7,000.00	5,300.00
28-90-4010	TRANSFER FROM GENERAL	.00	41,000.00	41,000.00	.00
28-90-4011	TRANSFER FROM SALES TAX	.00	.00	.00	.00
28-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
28-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
28-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
28-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
28-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
28-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
28-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
28-90-4028	TRANSFER IN - CEMETERY	.00	.00	.00	.00
28-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
	TOTAL REVENUE	970.93	43,866.57	49,500.00	5,633.43
28-00-5000	REGULAR SALARIES	2,388.87	5,833.79	51,000.00	45,166.21
28-00-5002	OVERTIME SALARY	.00	.00	.00	.00
28-00-5006	SUB AND TEMP SALARIES	.00	64.28	3,500.00	3,435.72
28-00-5009	SOCIAL SECURITY	181.48	445.96	4,000.00	3,554.04
28-00-5015	HEALTH INSURANCE	1,160.52	3,282.27	26,000.00	22,717.73
28-00-5030	RETIREMENT	131.40	320.87	2,500.00	2,179.13
28-00-5050	LEGAL SERVICES	.00	.00	.00	.00
28-00-5070	ELECTRICTY	36.13	72.32	500.00	427.68
28-00-5073	GAS AND OIL	.00	47.03	1,000.00	952.97
28-00-5080	RENTALS & LEASES	.00	.00	500.00	500.00
28-00-5100	SUPPLIES	.00	108.00	2,000.00	1,892.00
28-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
28-00-5110	FURNITURE AND EQUIPMENT	.00	.00	.00	.00
28-00-5135	PROPERTY INSURANCE	.00	774.05	1,000.00	225.95
28-00-5141	SERVICE FEES	.00	.00	.00	.00
28-00-5145	REPAIR AND MAINTENANCE	.00	.00	3,000.00	3,000.00
28-00-5146	EQUIPMENT MAINTENANCE	.00	.00	500.00	500.00
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 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL EXPENSES	3,898.40	10,948.57	95,500.00	84,551.43
	CEMETERY TOTAL	=====	=====	=====	=====
		2,927.47-	32,918.00	46,000.00-	78,918.00-
		=====	=====	=====	=====

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

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	1,472.30	3,267.46	5,000.00	1,732.54
29-00-4165	INTEREST CD PINNACLE	.00	.00	.00	.00
29-00-4166	INTEREST	68.71	130.43	.00	130.43-
29-00-4167	INTEREST FSB	123.93	256.18	500.00	243.82
29-00-4193	KENO OPERATING RECEIPTS	68,745.92	135,246.69	850,000.00	714,753.31
29-00-4195	KENO - CITY COMMISIONS	15,837.49	36,342.32	185,000.00	148,657.68
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	.00	.00	.00
	TOTAL REVENUE	86,248.35	175,243.08	1,045,500.00	870,256.92
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	13,000.00	13,000.00
29-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
29-00-5115	LICENSE FEES	.00	.00	100.00	100.00
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	13,671.00	70,000.00	56,329.00
29-00-5200	KENO EXPENSES-OPERATING ACCT	67,325.48	141,909.34	910,000.00	768,090.66
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	6,638.00	6,638.00
29-90-5018	TRANSFER TO FIRE EQUIPMENT	.00	.00	.00	.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	.00	260,000.00	260,000.00
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	.00	.00	.00
	TOTAL EXPENSES	67,325.48	155,580.34	1,430,138.00	1,274,557.66

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	LOTTERY TOTAL	18,922.87	19,662.74	384,638.00-	404,300.74-
		=====	=====	=====	=====

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

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	.00	.00	.00	.00
30-00-4310	TIF REVENUE	.00	.00	.00	.00
30-90-4035	TRANSFER FROM TIF ADMIN	.00	.00	.00	.00
	TOTAL REVENUE	----- .00	----- .00	----- .00	----- .00
30-00-5040	COUNTY TREASURER & OTHER FEES	.00	800.00-	.00	800.00
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	.00	.00	.00	.00
30-90-5010	TRANSFER TO GENERAL FUND	.00	.00	.00	.00
30-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
30-90-5035	TRANSFER TO TIF ADMIN	4.02	4.02	.00	4.02-
	TOTAL EXPENSES	----- 4.02	----- 795.98-	----- .00	----- 795.98
	TIF E: WATTS ELECTRIC TOTAL	=====	=====	=====	=====
		4.02-	795.98	.00	795.98-
		=====	=====	=====	=====

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

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 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

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	.00	.00	.00	.00
32-00-4310	TIF F REVENUE	.00	.00	.00	.00
32-90-5035	TRANSFER TO TIF ADMIN	5.92-	5.92-	.00	5.92
	TOTAL REVENUE	----- 5.92-	----- 5.92-	----- .00	----- 5.92
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	.00	.00	.00	.00
	TOTAL EXPENSES	----- .00	----- .00	----- .00	----- .00
	TIF F: KAMTERTER TOTAL	=====	=====	=====	=====
		5.92-	5.92-	.00	5.92
		=====	=====	=====	=====

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

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	4,370.50	8,716.41	15,000.00	6,283.59
33-00-4180	INTEREST INCOME- TIF G	.14	252.15	.00	252.15-
33-00-4310	TIF G REVENUE	.00	1,107.29	185,000.00	183,892.71
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	.00	.00	.00
	TOTAL REVENUE	4,370.64	10,075.85	200,000.00	189,924.15
33-00-5050	LEGAL SERVICES-TIF G	.00	.00	.00	.00
33-00-5100	TIF G NOTE DISBURSEMENT	.00	.00	.00	.00
33-00-5102	OPERATION SUPPLIES- TIF G	.00	.00	.00	.00
33-00-5141	SERVICE FEES	.00	20.00	.00	20.00-
33-00-5175	CAPITAL IMPROVEMENTS	.00	.00	330,000.00	330,000.00
33-00-5215	TIF G NOTE PAYMENTS	.00	.00	11,000.00	11,000.00
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	.00	.00	.00
	TOTAL EXPENSES	.00	20.00	341,000.00	340,980.00
	TIF G; BUCKET B AREA TOTAL	4,370.64	10,055.85	141,000.00-	151,055.85-

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

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	.05	.05	.00	.05-
34-00-4310	TIF J REVENUE	3,231.90	3,231.90	12,000.00	8,768.10
	TOTAL REVENUE	3,231.95	3,231.95	12,000.00	8,768.05
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	.00	.00	12,000.00	12,000.00
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	.00	.00	12,000.00	12,000.00
	TIF J: VACEK ENTERPRISES TOTA	3,231.95	3,231.95	.00	3,231.95-

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
35-00-4162	INTEREST-NE CLASS	568.44	1,181.27	.00	1,181.27-
35-00-4180	INTEREST INCOME ADMIN W/H	.01	.01	.00	.01-
35-00-4310	ADMIN W/H REVENUE	.00	.00	.00	.00
35-00-4400	TRANSFERS IN	.00	.00	.00	.00
35-90-4023	TRANSFER FR TIF C MBA POULTRY	.00	.00	.00	.00
35-90-4026	TRANSFER FR TIF C MBA POULTRY	.00	.00	.00	.00
35-90-4027	TRANSFER FROM TIF D	.00	.00	.00	.00
35-90-4030	TRANSFER FROM TIF E	4.02	4.02	.00	4.02-
35-90-4032	TRANSFR FROM TIF F	5.92	5.92	.00	5.92-
	TOTAL REVENUE	578.39	1,191.22	.00	1,191.22-
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	578.39	1,191.22	2,000.00-	3,191.22-

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
36-00-4180	INTEREST EARNED	.92	1.91	.00	1.91-
36-00-4310	TIF REVENUE	.00	.00	38,000.00	38,000.00
	TOTAL REVENUE	----- .92	----- 1.91	----- 38,000.00	----- 37,998.09
36-00-5215	TIF K Note Payments	.00	.00	38,000.00	38,000.00
	TOTAL EXPENSES	----- .00	----- .00	----- 38,000.00	----- 38,000.00
	TIF K: WOODSTOCK LLC TOTAL	=====	=====	=====	=====
		=====	=====	=====	=====

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

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	.43	.82	.00	.82-
37-00-4310	TIF REVENUES	1,141.27	1,141.27	12,000.00	10,858.73
	TOTAL REVENUE	1,141.70	1,142.09	12,000.00	10,857.91
37-00-5100	NOTE DISBURSEMENTS	.00	.00	.00	.00
37-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
37-00-5215	TIF NOTE PAYABLE	10,279.61	10,279.61	12,000.00	1,720.39
37-00-5343	PRINCIPAL	.00	.00	.00	.00
37-00-5344	INTEREST	.00	.00	.00	.00
	TOTAL EXPENSES	10,279.61	10,279.61	12,000.00	1,720.39
	TIF L NW ELECTRIC TOTAL	9,137.91-	9,137.52-	.00	9,137.52

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
38-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
38-00-4166	INTEREST	1.12	2.13	.00	2.13-
38-00-4195	LOTTERY RECEIPTS	2,250.00	2,250.00	.00	2,250.00-
	TOTAL REVENUE	2,251.12	2,252.13	.00	2,252.13-
38-00-5115	LICENSE FEE	.00	.00	.00	.00
38-00-5141	SERVICE FEES	.00	.00	.00	.00
38-00-5149	REFUNDS	.00	.00	.00	.00
38-00-5195	STATE TAX	.00	.00	.00	.00
38-00-5240	RAFFLE PRIZES	.00	.00	.00	.00
38-90-5017	TRANSFER TO FIRE DONATION	.00	.00	.00	.00
	TOTAL EXPENSES	.00	.00	.00	.00
	FIRE/RESCUE LOTTERY/RAFFL TOTA	2,251.12	2,252.13	.00	2,252.13-

REVENUE & EXPENSE REPORT
CALENDAR 11/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	Report Total	169,498.72	564,438.35	4,028,178.00-	4,592,616.35-

TREASURER'S REPORT
CALENDAR 11/2024, FISCAL 2/2025

ACCT	TITLE	LAST REPORT ON HAND	DISBURSED	RECEIVED	CHANGE IN LIABILITY	BALANCE
10	GENERAL	600,758.79	105,382.92	24,105.73	1,878.19-	517,603.41
11	CITY SALES TAX	3,803,439.68	.00	83,206.45	.00	3,886,646.13
12	STREET	1,023,900.67	83,513.42	54,484.53	1,590.39	996,462.17
13	POOL	1,478,263.12	37,511.28	39,901.05	25,510.25-	1,455,142.64
14	PARK	305,294.55	37,753.74	34,503.55	172.23-	301,872.13
15	ARPA	62,039.25	.00	197.07	.00	62,236.32
16	FIRE DEPARTMENT	164,936.58	36,793.03	14,457.29	.00	142,600.84
17	FIRE DONATION	53,260.82	1,214.97	2,853.19	280.00-	54,619.04
18	FIRE EQUIPMENT	507,515.54	1,553.74	6,631.04	5,873.44-	506,719.40
19	BUILDING & ZONING	312,737.86	14,819.32	55,714.74	225.79-	353,407.49
20	WATER	1,280,856.11	60,899.20	100,881.28	178.44	1,321,016.63
21	SEWER	5,261,308.45	60,085.82	189,736.60	688.03	5,391,647.26
22	CDBG FUND	.00	.00	.00	.00	.00
23	DEBT SERVICE	391,412.50	19,413.25	4,463.87	.00	376,463.12
24	TIF H: TSC DISTR CENTE	102,355.30	.00	16.26	.00	102,371.56
25	TIF I: TSC RETAIL STOR	16,585.75	.00	6.19	.00	16,591.94
26	TIF C: MBA POULTRY A	.00	.00	.00	.00	.00
27	TIF D: MBA POULTRY B	.00	.00	.00	.00	.00
28	CEMETERY	141,288.43	3,898.40	970.93	328.02	138,688.98
29	LOTTERY	800,627.28	67,325.48	86,248.35	.00	819,550.15
30	TIF E: WATTS ELECTRIC	4.02	4.02	.00	.00	.00
31	PAYROLL	.00	.00	.00	.00	.00
32	TIF F: KAMTERTER	5.92	.00	.00	.00	.00
33	TIF G; BUCKET B AREA	1,174,102.00	.00	4,370.64	.00	1,178,472.64
34	TIF J: VACEK ENTERPRIS	.25	.00	3,231.95	.00	3,232.20
35	TIF ADMIN W/H FUNDS	152,151.01	.00	578.39	.00	152,729.40
36	TIF K: WOODSTOCK LLC	11,599.74	.00	.92	.00	11,600.66
37	TIF L NW ELECTRIC	9,138.34	10,279.61	1,141.70	.00	.43
38	FIRE/RESCUE LOTTERY/RA	5,941.19	.00	2,251.12	.00	8,192.31
Report Total		17,659,523.15	540,448.20	709,952.84	31,155.02-	17,797,866.85

TRIAL BALANCE
CALENDAR 11/2024, FISCAL 2/2025

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL.
10-00-1000	CASH IN BANK - GENERAL	84,729.27-	7,617.50
10-00-1007	CASH IN BANK - MMA	1,573.89	494,617.27
10-00-1010	CASH AT COUNTY TREASURER	.00	15,368.64
11-00-1000	CASH IN BANK - CITY SALES TAX	69,778.38	69,778.38
11-00-1007	CASH IN BANK - MMA	3,625.13	1,139,246.27
11-00-1035	CD #19806 SALES TAX	.00	1,883,229.19
11-00-1036	CD# 19937 SALES TAX	9,802.94	794,392.29
12-00-1000	CASH IN BANK - STREET	30,587.51-	6,843.13
12-00-1007	CASH IN BANK - MMA	3,149.01	989,619.04
13-00-1000	CASH IN BANK - POOL	30,327.61	53,603.42
13-00-1007	CASH IN BANK - MMA	1,953.63	613,953.90
13-00-1016	CASH IN BANK-NE CLASS	54,973.69-	787,167.76
13-00-1030	CASH IN BANK-AQUATIC CENTER	428.03-	417.56
14-00-1000	CASH IN BANK - PARK	5,419.84-	5,388.02
14-00-1002	PARK & REC FUND	.00	.00
14-00-1003	PARK & REC SCHOLARSHIP ACCT	.15	903.98
14-00-1007	CASH IN BANK - MMA	419.51	131,836.83
14-00-1016	CASH IN BANK-NE CLASS	1,577.76	163,743.30
15-00-1000	CASH IN BANK - ARPA	.00	304.00
15-00-1007	CASH IN BANK - MMA	197.07	61,932.32
16-00-1000	CASH IN BANK - FIRE DEPT.	15,772.20-	5,438.08
16-00-1007	CASH IN BANK - MMA	6,563.54-	137,162.76
17-00-1000	CASH IN BANK - BURN PERMIT CC	10.00	10.00
17-00-1012	CASH IN BANK-FIRE DONATION	1,178.35	8,985.32
17-00-1016	CASH IN BANK - NE CLASS	169.87	45,623.72
18-00-1000	CASH IN BANK - FIRE EQUIP FUND	.00	.00
18-00-1001	CASH IN BANK-FIREEQUIP HORIZON	2,343.25-	58,079.83
18-00-1007	CASH IN BANK - MMA	725.04	227,854.74
18-00-1016	CASH IN BANK - NE CLASS	822.07	220,784.83
18-00-1030	CD# 19609 FIRE EQUIP	.00	.00
19-00-1000	CASH IN BANK-BUILDING & ZONING	54,723.14	55,960.96
19-00-1007	CASH IN BANK - MMA	14,053.51-	297,446.53
20-00-1000	CASH IN BANK - WATER	5,259.39	95,034.75
20-00-1007	CASH IN BANK - MMA	34,901.13	1,225,981.88
21-00-1000	CASH IN BANK - SEWER	4,736.82	127,244.75
21-00-1004	2010 BOND RESERVE	.00	.00
21-00-1007	CASH IN BANK - MMA	107,680.62	2,728,002.68
21-00-1009	2012 BOND RESERVE	.00	.00
21-00-1030	CD# 832 SEWER	249.30	29,788.40
21-00-1031	CD #4048 SEWER FSB	4,601.49	376,412.55
21-00-1033	CD #19643 SEWER HORIZON	.00	532,943.69
21-00-1034	CD #19805 SEWER HORIZON	.00	538,065.49
21-00-1037	CD #19938	13,070.58	1,059,189.70
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	16,266.82-	21,315.22
23-00-1008	COP TRUST RESERVE	.00	.00
23-00-1010	CASH AT COUNTY TREASURER	.00	1,318.28
23-00-1016	CASH IN BANK - NE CLASS	1,317.44	353,829.62

TRIAL BALANCE
CALENDAR 11/2024, FISCAL 2/2025

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	16.26	102,371.56
25-00-1000	CASH IN BANK- TIF I	.00	.00
25-00-1018	CASH IN BANK-NOTE I TSC RETAIL	6.19	16,591.94
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	6,429.62	5,872.84
28-00-1007	CASH IN BANK - MMA	9,887.78-	35,265.40
28-00-1011	CASH IN BANK-ROSEHILL MMA	43.11	27,445.74
28-00-1031	CD #3133 CEMETERY FSB	815.60	70,105.00
29-00-1000	CASH IN BANK - KENO	.00	.00
29-00-1005	CASH IN BANK-LOTTERY PRIZE MMA	123.93	78,901.92
29-00-1006	CERTIFICATE OF DEPOSIT	.00	.00
29-00-1013	CASH IN BANK-KENO OPERAT ACCT	1,428.80	35,658.93
29-00-1014	CASH IN BANK-FIXED KENO ACCT	15,897.84	49,569.06
29-00-1016	CASH IN BANK - NE CLASS	1,472.30	655,420.24
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	4.02-	.00
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	5.92-	.00
33-00-1000	CASH IN BANK - TIF G	.00	.00
33-00-1010	CASH AT COUNTY TREASURER	.00	1,107.29
33-00-1016	CASH IN BANK - NE CLASS	4,370.50	1,173,799.31
33-00-1023	CASH IN BANK-NOTE G BUCKET B	.14	3,566.04
34-00-1000	CASH IN BANK - TIF J	.00	.00
34-00-1010	CASH AT COUNTY TREASURER-TIF J	.00	.00
34-00-1024	CASH IN BANK-NOTE J VASEK ENT	3,231.95	3,232.20
35-00-1000	CASH ACCOUNT - ADMIN W/H	.00	.00
35-00-1016	CASH IN BANK - NE CLASS	568.44	152,667.04
35-00-1025	CASH IN BANK-ADMIN W/H FUNDS	9.95	62.36
36-00-1026	CASH IN BANK-TIF K WOODSTOCK	.92	11,600.66
37-00-1028	CASH IN BANK-NOTE L NW ELECTR	9,137.91-	.43
38-00-1045	FIRE/RESCUE/LOTTERY/RAFFLE	2,251.12	8,192.31
		=====	=====
	PROOF	138,343.70	17,797,866.85
		=====	=====

HORIZON MMA INTEREST EARNED

	2023	2024
January		\$ 26,286.49
February	\$ 8,900.55	\$ 24,019.67
March	\$ 23,011.65	\$ 26,691.24
April	\$ 24,235.86	\$ 27,347.16
May	\$ 26,516.98	\$ 29,194.01
June	\$ 25,172.83	\$ 28,195.91
July	\$ 26,073.05	\$ 28,944.10
August	\$ 29,327.63	\$ 29,351.30
September	\$ 28,811.12	\$ 26,992.81
October	\$ 27,916.36	\$ 26,375.45
November	\$ 27,780.63	\$ 25,720.20
December	\$ 26,838.62	
Total Year	\$ 274,585.28	\$ 299,118.34

NE CLASS INTEREST EARNED		
	2023	2024
January		\$ 13,003.89
February		\$ 12,059.49
March	\$ 5,540.07	\$ 12,948.06
April	\$ 6,407.64	\$ 13,691.33
May	\$ 14,983.54	\$ 14,975.68
June	\$ 16,007.01	\$ 12,994.40
July	\$ 12,907.50	\$ 12,655.32
August	\$ 11,846.33	\$ 13,231.64
September	\$ 12,232.38	\$ 12,717.44
October	\$ 12,497.90	\$ 13,508.86
November	\$ 12,717.33	\$ 13,324.69
December	\$ 13,754.21	
Total Year	\$ 118,893.91	\$ 145,110.80

Do not recreate or revise this document. Revisions and recreations will not be accepted. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2024.** Documents include the **original** Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2024.** **RECORD KEEPING:** NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

RESOLUTION
SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT
2024

Resolution No. 24-31

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

Whereas: The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor Village Board Chairperson of Waverly
(Check one box) (Print Name of Municipality)
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this 10th day of December, 2024 at Waverly, Nebraska.
(Date) (Month)

City Council/Village Board Members

Aaron Hummel
Abbey Pascoe
Dave Nielson
David Jespersen

City Council/Village Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed, and billed as adopted.

Attest:

(Signature of Clerk)

Do not recreate or revise this document. Revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2024. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2024. RECORD KEEPING: NDOT recommends that the municipality keep a copy of everything you send to NDOT (the forms and meeting minutes) in a separate file for future reference.

Year-End Certification of City Street Superintendent For Determining Incentive Payment in Calendar Year 2024

Separate forms may be needed to account for the entire year, see (3) below

This Form Covers the Following Period: January 1, 2024 to December 31, 2024
(Month) (Day) (Month) (Day)

*(1)(a) The municipality of Waverly certifies that: Tracey Whyman
(Print name of City or Village) (Print name of Superintendent as it appears on license card if applicable)

was the appointed City Street Superintendent during the above period. IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.

(b) the superintending services of the above listed individual were provided by: (Check one box)

- Employment with this Municipality
- Contract (consultant) with this Municipality
- Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

(c) and the above listed individual assisted in the following: Reference Neb. Rev. Stat. §39-2512

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

(d) the above listed individual also served as (Check all boxes that apply) city engineer village engineer
public works director city manager city administrator street commissioner

(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- 1352
and Class of License A, and/or
(A or B)

(f) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E- _____

(2) _____

Signature of Mayor Village Board Chairperson
(Check one box)

*(3) If during the calendar year your municipality (a) did not have an appointed City Street Superintendent for any portion(s) of the year; or (b) had one or more appointed City Street Superintendent(s) that were not licensed for any portion(s) of the year; or (c) had one or more appointed licensed City Street Superintendent(s) for any portion(s) of the year, please complete a separate Year-End Certification form for each period. Copy this form as needed to account for these separate periods.

(4) The payment amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) the number of full calendar months served by the appointed City Street Superintendent who is licensed or exempted from licensure under the Superintendents Act; (c) class of license, A or B if applicable; and (d) if the appointed City Street Superintendent assisted with the required duties in (1)(c) above. Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.

(5) Failure to return by December 31, 2024, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.



Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2024 to:
Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

SUPERINTENDENT(S) APPOINTMENT DOCUMENTATION

Attach Documentation of the City Street Superintendent(s) Appointment(s) for 2024 to the back of this Page: *For most municipalities this information may be found in the **November or December 2023 or the January 2024 meetings minutes**. Some may involve mayoral appointments, or interlocal agreement (relinquishment of funds).*

Call (402) 479-4436 or email NDOT.BLSHelp@Nebraska.gov if you have any questions about what to attach for documentation.

RECORD KEEPING: NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

RESOLUTION 24-32

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:

WORK WEEK AND STAND BY DUTY
EMPLOYEE DRESS
TRAVEL EXPENSE
HEALTH, DENTAL, AND VISION INSURANCE
RETIREMENT PLAN
VACATIONS
FUNERAL LEAVE
PERFORMANCE REPORTS
CITY OF WAVERLY PAY PLAN GUIDELINES

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 10TH DAY OF DECEMBER, 2024.

William D. Gerdes
Mayor

ATTEST:

Megan K. Frye
City Clerk/ Human Resources Assistant

(SEAL)

RESOLUTION 24-32 – ATTACHMENT “A”

WORK WEEK AND STAND BY DUTY

The workweek for all City employees begins at 12:01 a.m. Monday and ends at 12:00 midnight on Sunday. The work schedule for regular full-time employees in the City Office normally consists of forty (40) hours each week scheduled as five eight-hour days, Monday through Friday, from 8:00 a.m. to 4:30 p.m. For regular full-time employees in maintenance, the work schedule normally consists of forty (40) hours each week scheduled as five eight-hour days, Monday through Friday, from 7:30 a.m. to 4:00 p.m. The City reserves the right to modify the work schedule at any time to meet work demands, including scheduling work on weekends when necessary. ~~A work week for the Pool Manager and Assistant Pool Manager, who are full-time seasonal employees, is described as being no less than forty (40) hours in length during any consecutive seven (7) day period beginning on their first work day as described below. The season for which the pool Manager and Assistant Pool Manager are hired starts five working days prior to the official opening date of the pool and ends five days after the official closing date of the pool.~~ Work schedules for regular part-time, seasonal and temporary employees are determined by the supervisor of each employee category with the approval of the City Administrator. It may be necessary for the workweek to vary due to certain operation or emergency situations. Notification of variances in the workweek shall be given as much in advance as practical.

Each employee is responsible for maintaining and submitting a monthly time card. The employee's supervisor will sign all time cards.

Employees are expected to report to work on time and shall notify their supervisor of any absences no later than 1/2 hour after the usual start time for the shift. Reasons for the absence or tardiness shall be required.

Included in each day are a one-half hour lunch break (non compensated) and two fifteen- minute breaks, one in the morning and one in the afternoon (compensated).

Maintenance employees will be required to work stand by duty on a rotating basis. This stand by duty provides for City personnel in the event of certain operational and emergency situations outside of the scheduled workweek. Employees on stand by are required to inform their supervisor as to how they can be reached while on stand by. Because employees on stand by are free to use their time for personal endeavors, time spent on stand by does not constitute “hours worked” for purposes of overtime.

The supervisor of each employee shall keep a record of work schedules; stand by duty roster and compensatory time off hours. The City Office shall maintain vacation and sick leave records.

EMPLOYEE DRESS

All employees of the City are expected to exercise discretion in the style of dress and their behavior. Consequently, all City employees are required to dress for work in attire that is appropriate for their particular position and to behave in a professional, businesslike manner.

Upon request, the City may provide a maximum of ~~\$225.00~~ 250.00 per employee per fiscal year for reimbursement for approved clothing. For maintenance employees and those employees working primarily outside of an office setting, approved clothing ~~is limited to tops~~ includes work appropriate attire necessary to perform job functions (e.g., shirts, sweaters, jackets, caps, rain gear, pants, footwear, outerwear, and coveralls). For office/administrative employees, approved clothing is limited to tops (e.g., shirts, sweaters). All purchases for which employees desire reimbursement under this policy must have the City of Waverly logo or other City of Waverly identification permanently affixed to the clothing in a visible location and all such purchases require prior approval from the City Administrator.

Remember to use good judgment in your choice of work clothes and remember to conduct yourself at all times in a way that best represents you and the City.

TRAVEL EXPENSE

Reimbursements will be made for travel expenses that are essential to the transaction of City Business. Expense is allowed for:

Travel by train, bus, and aircraft;

Ground transportation at the rate established annually by the State of Nebraska to and from the destination of business being transacted. (A variance of 20 miles shall be allowed.) Any extra mileage other than that necessary as outlined in the policy must be justified in writing. If alternate transportation is free or has been included in the fee for the workshop/conference, individuals must use that mode of transportation or personally pay for an optional method. Carpooling shall be policy whenever possible.

Meals (including tips and taxes) ~~\$25.00 per day~~ shall be reimbursed according to federally mandated meal reimbursement rates unless meals have been included in the registration fee for the City business which is to be conducted. In that instance, there shall be no reimbursement.

HEALTH, DENTAL, AND VISION INSURANCE

All full-time regular employees shall have the option of obtaining group health, dental, and vision insurance coverage with the City on the first of the month following date of hire. The City shall pay the full-time regular employee health care premium at 100%, and premiums for additional coverage will be paid at 90 85% by the City and 40 15% by the employee. The City will pay 100% of the dental and vision premiums. Changes to an employee's health insurance plan shall be made fifteen to thirty days before the City's health insurance plan renews. Those employees who are eligible and decline to receive health insurance coverage from the City, and who are covered by an alternative group health insurance plan, will receive \$250 per month into a Section 125 Plan in lieu of the City paying for their health insurance. This additional compensation will not be included in the employees' base pay when determining annual or performance salary increases. By accepting this payment, the employee waives all rights for health insurance coverage by the City. The employee may opt back into the City health insurance plan as permitted by the plan.

(Amended by Res. No 19-17, 8/13/2019; Res. No. 22-21, 9/13/2022; Res. No. 23-13, 6/6/2023)

RETIREMENT PLAN

The City offers ~~two one~~ retirement plans. ~~A 414H plan, and:~~ a 457b plan through Northwest Mutual. More specific information is available through Northwest Mutual.

VACATIONS

Regular full-time and regular part-time employees are eligible for paid vacation leave. Regular part-time employees accrue vacation leave as do full-time employees but in proportion to the time worked. Vacation is calculated from the anniversary date, **beginning the first full pay period following your anniversary date**. Seasonal and temporary employees will not be granted vacation leave with pay. Vacation time is accumulated after the successful completion of the introduction period at the rate of one (1) day per month of employment. Starting with the sixth year through the fourteenth year, vacation is earned at the rate of one and one-quarter (1.25) days per month of employment. Starting with the fifteenth year, vacation is earned at the rate of one and three-quarter (1.75) days per month. The maximum accumulated total is thirty (30) days. A minimum of four (4) hours shall be taken at one time.

Vacation leave need not be taken all at one time during the year. It is suggested however, that at least one vacation period during the year be no less than five (5) work days in duration so that employees gain the benefits of rest and recreation for which leaves are designed. Vacation leave can be taken as it is earned, but application for vacation leave must be made in advance if possible, and is subject to **City Administrator/Clerk/Treasurer** approval.

Although vacation leave may be advanced, it may not exceed the amount an employee would earn during the next twelve (12) month period. Employees who leave City employment before actually earning this vacation leave will be required to repay the advance leave. The **City Administrator/Clerk/Treasurer** and Mayor shall approve advance vacation leave.

FUNERAL LEAVE

All regular full-time and regular part-time employees may be granted up to three (3) days leave with pay per occurrence to attend funerals for members of the immediate family of the employee or his/her spouse. "Immediate family" means spouse, children, parents, grandparents, grandchildren, brother, sister or persons bearing the same relationship to the spouse. Step-persons bearing these relationships are included. Personal day or vacation time, will be allowed for extended time needed for funeral leave with **Administrator/Clerk/Treasurer** approval.

For funerals of persons not in the immediate family, up to one (1) day, using either a personal or vacation day, may be granted with **City Administrator/Clerk/Treasurer** approval.

Regular part-time employees will receive funeral leave with pay in proportion to the hours normally worked during the week.

PERFORMANCE REPORTS

Performance reports are designed to provide a channel of communication between the supervisor and the employee. The report helps employees understand what their supervisor expects of them as well as giving the employee a means of measuring how well his/her performance has met those expectations.

Performance evaluations are made at the completion of an employee's third and sixth month of introductory employment and annually on all regular full-time and regular part-time employees. Supervisors shall complete a performance report for each permanent employee and the City Administrator/Clerk/Treasurer shall complete a performance report for each supervisor three months before an employee's anniversary date. This will allow the opportunity to review job performances and to make improvement and be reviewed again prior to the anniversary date if necessary. Additional performance reports are made on occasions when the supervisor wishes to record specific instances of noteworthy performance—either favorable or unfavorable.

Employees are rated on the following factors:

Accuracy – the correctness of work duties performed;

Job Knowledge – the knowledge and understanding of work duties and office function, which an individual must possess for satisfactory job performance;

Dependability - refers to observation of rules and regulations regarding breaks, lunches, and regular attendance and to reliability in performing without constant supervision. Plan sequence of tasks to eliminate wasted time or energy;

Productivity/Quantity of Work - refers to quality of work and amount of production as compared to job standards. Work is accurate and complete resulting in a low margin of error;

Attendance – reliability in coming to work daily and conforming to work hours;

Comprehension - the ability to grasp instructions, meet changing conditions and handle novel situations;

Housekeeping - the orderliness and cleanliness in which an individual's work area and computer directories are maintained;

Stability – the ability to withstand pressure and remain calm in crisis situations;

Creativity – the ability and inclination to originate ideas for improving methods and work product;

Courtesy/Cooperation – polite attention and helpfulness toward other people – attorneys, clients and staff – and affirmative attitude of cooperation with firm policies;

Personal Appearance – the personal impression an individual makes on others (consider cleanliness, grooming, neatness and appropriateness of dress);

Drive – the desire and energy to set and attain goals; and

The employee is also given an overall rating which is the final evaluation of the twelve individual ratings. Ratings are based on a numerical scale of from 1 to 12; 1 to 3 indicating unsatisfactory performance; 4 to 6 indicating below average; 7 to 8 indicating satisfactory performance; and 9 to 10 indicating above average to excellent.

After completing the report, the employee's supervisor will discuss the performance evaluation with him or her, reviewing the employee's strengths and weaknesses.

The employee must sign the report after reading it. His or her signature, however, merely indicates that the employee has read the report and not that he or she necessarily agrees with the evaluation. If an employee feels that he or she has received an unfair evaluation, he or she may submit a statement indicating such disagreement to be filed with the report.

Performance reports become part of the employee's personnel file and may not be examined by anyone other than the employee, supervisor, City Administrator/~~Clerk/Treasurer~~, Mayor, or someone who has the employee's written permission to examine them.

CITY OF WAVERLY PAY PLAN GUIDELINES

The basic principle of the pay plan is that employees should receive equal pay for equal work. Thus, employees performing work of the same degree of complexity and responsibility should be within the same salary grade. Jobs are placed in various ~~categories salary ranges~~ based on the job descriptions established for the position. The job description consists of a general summary of duties and responsibilities and the background and training requirements that an employee should possess in order to carry out the function of a particular position in a satisfactory manner.

The philosophy of the pay plan is that for any position there exists a hiring rate, ~~minimum permanent rate, midpoint rate~~, and maximum rate for which compensation is given in the form of cash payment and other employment benefits. Additionally the philosophy for regular full-time employees is that an organized progression from the hiring rate to the maximum rate should be created.

The base ~~salaries shall be: Category A—Public Works Worker I and Utility Clerk/Receptionist; Category B—Water Systems Operator and Wastewater Treatment Operator; Category C—Public Works Worker II, Utilities Manager, and Deputy Clerk II; Category D—Maintenance Supervisor; and Category E—Administrator/Clerk/Treasurer.~~ These salary differences are set with consideration for the differences in complexity and responsibilities, which exist between ~~job categories various positions~~, and with consideration for differences in overtime compensation which exist between supervisory and non-supervisory positions.

An increase in a regular employees salary is earned by an employee obtaining certification required of the City by other governmental agencies in the respective area of employment, completion of professional growth activities; i.e., conferences, workshops, seminars, correspondence courses and post-secondary educational courses relating to the job, commendations and implementation of practices and procedures which promote efficiency and cost savings to the City and receiving above satisfactory job performance. Advancements from one ~~category position~~ to another shall be at the discretion of the City Administrator/~~Clerk/Treasurer~~ and Mayor and in some cases may not be allowed unless there is an available position.

If the City pays for the expenses for schooling to earn certification required of the City by other governmental agencies, said employee must remain in the employment of the City for one year from the date of certification or reimburse the City for said schooling. City employees shall provide a copy of an earned certification certificate to the City Administrator/~~Clerk/Treasurer~~ to be placed in the employees employment file.

Effective at the beginning of each fiscal year, the City Council may adjust the pay plan to reflect an increase or a decrease in the cost of living. A cost of living adjustment shall permanently change the pay plan until such time as another cost of living adjustment is made.

New employees shall meet the minimum requirements described for a position and shall be hired at the hiring rate ~~within Category A, B, C, D or E~~ except that at the discretion of the City Administrator/~~Clerk/Treasurer~~ and Mayor new regular employees may be placed above the hiring rate at one-hundred and five percent during the introductory period. Some of the reasons for hiring an employee above the hiring rate could include but are not limited to: years of experience, educational background and qualifications, which exceed the requirements, described for a position.

Following the completion of six (6) months of satisfactory job performance, new regular employees may be granted an increase in salary as determined by the City Administrator/~~Clerk/Treasurer~~.

Effective at the beginning of each fiscal year, salary increases shall be considered for regular employees and regular part-time employees by the City Administrator/~~Clerk/Treasurer~~ and Mayor and will be based on the performance report.

Pay raises for seasonal salaried employees and seasonal/temporary employees may be given at the discretion of the City Administrator/~~Clerk/Treasurer~~ and Mayor. Pay adjustments for seasonal employees shall occur only at the beginning of a season.

At the discretion of the City Administrator/~~Clerk/Treasurer~~, an employee's salary may be increased annually not to exceed five (5) percent if their salary has reach the maximum rate designated in any specific category.

All full-time, part-time, seasonal and temporary employees' salaries shall be paid ~~twice-monthly~~ bi-weekly.

ORDINANCE 24-13

AN ORDINANCE OF THE CITY OF WAVERLY TO ANNEX WAVERLY RIDGE ESTATES, A TRACT OF LAND COMPOSED OF LOT 71 I.T. LOCATED IN THE WEST HALF OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 8 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA

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

Section 1. Whereas, the following described real estate, to wit:

A TRACT OF LAND COMPOSED OF LOT 71 I.T. LOCATED IN THE WEST HALF OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 8 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE, SOUTH, ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15, ON AN ASSUMED BEARING OF S00°04'50"E, A DISTANCE OF 35.93' TO A POINT; THENCE N56°07'55"W, A DISTANCE OF 172.15' TO A POINT; THENCE S33°52'05"W, A DISTANCE OF 110.00' TO A POINT; THENCE N56°07'55"W, A DISTANCE OF 0.98' TO A POINT; THENCE S33°52'05"W, A DISTANCE OF 178.48' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 05°45'45", A RADIUS OF 300.00', AN ARC LENGTH OF 30.17', A CHORD LENGTH OF 30.16', A TANGENT LENGTH OF 15.10', AND A CHORD BEARING OF N59°00'48"W TO A POINT; THENCE N56°07'55"W, A DISTANCE OF 263.24' TO A POINT; THENCE S33°52'05"W, A DISTANCE OF 180.00' TO A POINT; THENCE N56°07'55"W, A DISTANCE OF 47.76' TO A POINT; THENCE S33°20'23"W, A DISTANCE OF 73.77' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 21°56'22", A RADIUS OF 600.00', AN ARC LENGTH OF 229.75', A CHORD LENGTH OF 228.35', A TANGENT LENGTH OF 116.30', AND A CHORD BEARING OF S44°18'33"W TO A POINT; THENCE S55°16'44"W, A DISTANCE OF 412.70' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 03°09'49", A RADIUS OF 780.00', AN ARC LENGTH OF 43.07', A CHORD LENGTH OF 43.06', A TANGENT LENGTH OF 21.54', AND A CHORD BEARING OF S24°44'03"E TO A POINT; THENCE S66°50'51"W, A DISTANCE OF 180.00' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 03°29'01", A RADIUS OF 601.42', AN ARC LENGTH OF 36.57', A CHORD LENGTH OF 36.56', A TANGENT LENGTH OF 18.29', AND A CHORD BEARING OF S21°25'39"E TO A POINT; THENCE S20°02'41"E, A DISTANCE OF 211.81' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 01°54'24", A RADIUS OF 2,350.00', AN ARC LENGTH OF 78.20', A CHORD LENGTH OF 78.20', A TANGENT LENGTH OF 39.10', AND A CHORD BEARING OF S19°05'29"E TO A POINT; THENCE S18°08'17"E, A DISTANCE OF 133.89' TO A POINT; THENCE S71°51'43"W, A DISTANCE OF 120.00' TO A POINT; THENCE S18°08'17"E, A DISTANCE OF 19.80' TO A POINT; THENCE S71°51'43"W, A DISTANCE OF 170.00' TO A POINT; THENCE S18°08'17"E, A DISTANCE OF 45.30' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION, HAVING A

CENTRAL ANGLE OF $07^{\circ}47'27''$, A RADIUS OF 310.00', AN ARC LENGTH OF 42.15', A CHORD LENGTH OF 42.12', A TANGENT LENGTH OF 21.11', AND A CHORD BEARING OF $S14^{\circ}14'33''E$ TO A POINT; THENCE $S87^{\circ}18'42''W$, A DISTANCE OF 25.69' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF $30^{\circ}25'46''$, A RADIUS OF 170.00', AN ARC LENGTH OF 90.29', A CHORD LENGTH OF 89.23', A TANGENT LENGTH OF 46.23', AND A CHORD BEARING OF $S72^{\circ}05'49''W$ TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF $08^{\circ}10'16''$, A RADIUS OF 310.00', AN ARC LENGTH OF 44.21', A CHORD LENGTH OF 44.17', A TANGENT LENGTH OF 22.14', AND A CHORD BEARING OF $N22^{\circ}13'25''W$ TO A POINT; THENCE $N18^{\circ}08'17''W$, A DISTANCE OF 32.55' TO A POINT; THENCE $S71^{\circ}51'43''W$, A DISTANCE OF 170.00' TO A POINT; THENCE $N18^{\circ}08'17''W$, A DISTANCE OF 7.54' TO A POINT; THENCE $S55^{\circ}16'44''W$, A DISTANCE OF 129.70' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF $09^{\circ}09'26''$, A RADIUS OF 311.48', AN ARC LENGTH OF 49.78', A CHORD LENGTH OF 49.73', A TANGENT LENGTH OF 24.94', AND A CHORD BEARING OF $S50^{\circ}42'01''W$ TO A POINT; THENCE $S40^{\circ}50'53''W$, A DISTANCE OF 109.24' TO A POINT; THENCE $S10^{\circ}25'21''W$, A DISTANCE OF 98.10' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF $07^{\circ}13'39''$, A RADIUS OF 300.00', AN ARC LENGTH OF 37.84', A CHORD LENGTH OF 37.82', A TANGENT LENGTH OF 18.95', AND A CHORD BEARING OF $S03^{\circ}22'38''W$ TO A POINT; THENCE $S00^{\circ}14'12''E$, A DISTANCE OF 292.84' TO A POINT; THENCE $S89^{\circ}45'48''W$, A DISTANCE OF 345.46' TO A POINT; THENCE $S27^{\circ}54'10''E$, A DISTANCE OF 136.25' TO A POINT; THENCE $S62^{\circ}05'50''W$, A DISTANCE OF 177.36' TO A POINT; THENCE $S26^{\circ}13'05''E$, A DISTANCE OF 55.62' TO A POINT; THENCE $S32^{\circ}06'29''E$, A DISTANCE OF 68.18' TO A POINT; THENCE $S27^{\circ}54'10''E$, A DISTANCE OF 68.00' TO A POINT; THENCE $S22^{\circ}38'05''E$, A DISTANCE OF 67.67' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF $10^{\circ}22'23''$, A RADIUS OF 450.00', AN ARC LENGTH OF 81.47', A CHORD LENGTH OF 81.36', A TANGENT LENGTH OF 40.85', AND A CHORD BEARING OF $S20^{\circ}57'11''E$ TO A POINT; THENCE $S74^{\circ}14'01''W$, A DISTANCE OF 29.93' TO A POINT; THENCE $S00^{\circ}05'17''E$, A DISTANCE OF 129.50' TO A POINT ON THE NORTH LINE OF LOT 59 I.T.; THENCE $S89^{\circ}54'43''W$, ON THE NORTH LINE OF SAID LOT 59 I.T., A DISTANCE OF 153.97' TO A POINT; THENCE $N00^{\circ}16'42''W$, ON AN EAST LINE OF SAID LOT 59 I.T., A DISTANCE OF 89.56' TO A POINT; THENCE $S89^{\circ}52'15''W$, ON THE NORTH LINE OF SAID LOT 59 I.T. AND THE NORTH LINE OF LOT 21 I.T. A DISTANCE OF 114.02' TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH 148TH STREET; THENCE $N00^{\circ}14'03''W$, ON THE EAST RIGHT OF WAY LINE OF SAID 148TH STREET, A DISTANCE OF 1518.70 TO A POINT; THENCE $N89^{\circ}45'48''E$, A DISTANCE OF 180.78' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF $34^{\circ}29'04''$, A RADIUS OF 300.00', AN ARC LENGTH OF 180.56', A CHORD LENGTH OF 177.85', A TANGENT LENGTH OF 93.11', AND A CHORD BEARING OF $N72^{\circ}31'16''E$ TO A POINT; THENCE $N55^{\circ}16'44''E$, A DISTANCE OF 1,444.96' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF $21^{\circ}56'22''$, A RADIUS OF 300.00', AN ARC LENGTH OF 114.87', A CHORD LENGTH OF 114.17', A TANGENT LENGTH OF 58.15', AND A CHORD BEARING OF $N44^{\circ}18'33''E$ TO A POINT; THENCE $N33^{\circ}20'23''E$, A DISTANCE OF 376.55' TO A POINT; THENCE $N56^{\circ}07'55''W$, A DISTANCE OF 62.35' TO A POINT; THENCE $N41^{\circ}41'03''W$, A DISTANCE OF 60.00' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF $10^{\circ}33'23''$, A RADIUS OF 464.35', AN ARC LENGTH OF 85.55', A CHORD LENGTH OF 85.43', A TANGENT LENGTH OF 42.90', AND A CHORD BEARING OF

N42°33'11"E TO A POINT; THENCE S41°41'03"E, A DISTANCE OF 57.80' TO A POINT; THENCE S56°07'55"E, A DISTANCE OF 50.80' TO A POINT; THENCE N33°20'23"E, A DISTANCE OF 102.76' TO A POINT; THENCE S56°39'37"E, A DISTANCE OF 70.98' TO A POINT; THENCE N33°20'23"E, A DISTANCE OF 80.00' TO A POINT; THENCE S56°39'37"E, A DISTANCE OF 79.02' TO A POINT; THENCE N47°05'25"E, A DISTANCE OF 70.57' TO A POINT; THENCE S34°42'25"E, A DISTANCE OF 140.00' TO A POINT; THENCE N55°17'35"E, A DISTANCE OF 446.63' TO A POINT; THENCE S00°11'36"E, ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 606.76' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 1,958,234.37 SQUARE FEET OR 44.95 ACRES, MORE OR LESS.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF WAVERLY, NEBRASKA AS FOLLOWS:

That the property, as heretofore described be and the same is hereby included within the boundaries and territory of the City of Waverly, Lancaster County, Nebraska, and said lands and persons residing thereon shall hereafter be subject to all the rules, regulations, ordinances, taxes, and all other burdens and benefits of the other persons and real estate included within the City of Waverly, Lancaster County, Nebraska.

Section 2. That any ordinance in conflict with this ordinance is hereby repealed.

Section 3. This ordinance shall be in full force and take effect from and after its passage, approval, and publication according to the law.

PASSED AND APPROVED THIS _____ DAY OF _____, 202__.

William D. Gerdes
Mayor

ATTEST:

Megan K. Frye
City Clerk/Human Resources Assistant

(SEAL)

LEGAL DESCRIPTION

A TRACT OF LAND COMPOSED OF LOT 71 I.T., LOCATED IN THE WEST HALF OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 8 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE, SOUTH, ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15, ON AN ASSUMED BEARING OF S00°04'50"E, A DISTANCE OF 35.93' TO A POINT; THENCE N56°07'55"W, A DISTANCE OF 172.15' TO A POINT; THENCE S33°52'05"W, A DISTANCE OF 110.00' TO A POINT; THENCE N56°07'55"W, A DISTANCE OF 0.98' TO A POINT; THENCE S33°52'05"W, A DISTANCE OF 178.48' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 05°45'45", A RADIUS OF 300.00', AN ARC LENGTH OF 30.17', A CHORD LENGTH OF 30.16', A TANGENT LENGTH OF 15.10', AND A CHORD BEARING OF N59°00'48"W TO A POINT; THENCE N56°07'55"W, A DISTANCE OF 263.24' TO A POINT; THENCE S33°52'05"W, A DISTANCE OF 180.00' TO A POINT; THENCE N56°07'55"W, A DISTANCE OF 47.76' TO A POINT; THENCE S33°20'23"W, A DISTANCE OF 73.77' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 21°56'22", A RADIUS OF 600.00', AN ARC LENGTH OF 229.75', A CHORD LENGTH OF 228.35', A TANGENT LENGTH OF 116.30', AND A CHORD BEARING OF S44°18'33"W TO A POINT; THENCE S55°16'44"W, A DISTANCE OF 412.70' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 03°09'49", A RADIUS OF 780.00', AN ARC LENGTH OF 43.07', A CHORD LENGTH OF 43.06', A TANGENT LENGTH OF 21.54', AND A CHORD BEARING OF S24°44'03"E TO A POINT; THENCE S66°50'51"W, A DISTANCE OF 180.00' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 03°29'01", A RADIUS OF 601.42', AN ARC LENGTH OF 36.57', A CHORD LENGTH OF 36.56', A TANGENT LENGTH OF 18.29', AND A CHORD BEARING OF S21°25'39"E TO A POINT; THENCE S20°02'41"E, A DISTANCE OF 211.81' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 01°54'24", A RADIUS OF 2,350.00', AN ARC LENGTH OF 78.20', A CHORD LENGTH OF 78.20', A TANGENT LENGTH OF 39.10', AND A CHORD BEARING OF S19°05'29"E TO A POINT; THENCE S18°08'17"E, A DISTANCE OF 133.89' TO A POINT; THENCE S71°51'43"W, A DISTANCE OF 120.00' TO A POINT; THENCE S18°08'17"E, A DISTANCE OF 19.80' TO A POINT; THENCE S71°51'43"W, A DISTANCE OF 170.00' TO A POINT; THENCE S18°08'17"E, A DISTANCE OF 45.30' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 07°47'27", A RADIUS OF 310.00', AN ARC LENGTH OF 42.15', A CHORD LENGTH OF 42.12', A TANGENT LENGTH OF 21.11', AND A CHORD BEARING OF S14°14'33"E TO A POINT; THENCE S87°18'42"W, A DISTANCE OF 25.69' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 30°25'46", A RADIUS OF 170.00', AN ARC LENGTH OF 90.29', A CHORD LENGTH OF 89.23', A TANGENT LENGTH OF 46.23', AND A CHORD BEARING OF S72°05'49"W TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 08°10'16", A RADIUS OF 310.00', AN ARC LENGTH OF 44.21', A CHORD LENGTH OF 44.17', A TANGENT

LENGTH OF 22.14', AND A CHORD BEARING OF N22°13'25"W TO A POINT; THENCE N18°08'17"W, A DISTANCE OF 32.55' TO A POINT; THENCE S71°51'43"W, A DISTANCE OF 170.00' TO A POINT; THENCE N18°08'17"W, A DISTANCE OF 7.54' TO A POINT; THENCE S55°16'44"W, A DISTANCE OF 129.70' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 09°09'26", A RADIUS OF 311.48', AN ARC LENGTH OF 49.78', A CHORD LENGTH OF 49.73', A TANGENT LENGTH OF 24.94', AND A CHORD BEARING OF S50°42'01"W TO A POINT; THENCE S40°50'53"W, A DISTANCE OF 109.24' TO A POINT; THENCE S10°25'21"W, A DISTANCE OF 98.10' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 07°13'39", A RADIUS OF 300.00', AN ARC LENGTH OF 37.84', A CHORD LENGTH OF 37.82', A TANGENT LENGTH OF 18.95', AND A CHORD BEARING OF S03°22'38"W TO A POINT; THENCE S00°14'12"E, A DISTANCE OF 292.84' TO A POINT; THENCE S89°45'48"W, A DISTANCE OF 345.46' TO A POINT; THENCE S27°54'10"E, A DISTANCE OF 136.25' TO A POINT; THENCE S62°05'50"W, A DISTANCE OF 177.36' TO A POINT; THENCE S26°13'05"E, A DISTANCE OF 55.62' TO A POINT; THENCE S32°06'29"E, A DISTANCE OF 68.18' TO A POINT; THENCE S27°54'10"E, A DISTANCE OF 68.00' TO A POINT; THENCE S22°38'05"E, A DISTANCE OF 67.67' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 10°22'23", A RADIUS OF 450.00', AN ARC LENGTH OF 81.47', A CHORD LENGTH OF 81.36', A TANGENT LENGTH OF 40.85', AND A CHORD BEARING OF S20°57'11"E TO A POINT; THENCE S74°14'01"W, A DISTANCE OF 29.93' TO A POINT; THENCE S00°05'17"E, A DISTANCE OF 129.50' TO A POINT ON THE NORTH LINE OF LOT 59 I.T.; THENCE S89°54'43"W, ON THE NORTH LINE OF SAID LOT 59 I.T., A DISTANCE OF 153.97' TO A POINT; THENCE N00°16'42"W, ON AN EAST LINE OF SAID LOT 59 I.T., A DISTANCE OF 89.56' TO A POINT; THENCE S89°52'15"W, ON THE NORTH LINE OF SAID LOT 59 I.T. AND THE NORTH LINE OF LOT 21 I.T. A DISTANCE OF 114.02' TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH 148TH STREET; THENCE N00°14'03"W, ON THE EAST RIGHT OF WAY LINE OF SAID 148TH STREET, A DISTANCE OF 1518.70 TO A POINT; THENCE N89°45'48"E, A DISTANCE OF 180.78' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 34°29'04", A RADIUS OF 300.00', AN ARC LENGTH OF 180.56', A CHORD LENGTH OF 177.85', A TANGENT LENGTH OF 93.11', AND A CHORD BEARING OF N72°31'16"E TO A POINT; THENCE N55°16'44"E, A DISTANCE OF 1,444.96' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 21°56'22", A RADIUS OF 300.00', AN ARC LENGTH OF 114.87', A CHORD LENGTH OF 114.17', A TANGENT LENGTH OF 58.15', AND A CHORD BEARING OF N44°18'33"E TO A POINT; THENCE N33°20'23"E, A DISTANCE OF 376.55' TO A POINT; THENCE N56°07'55"W, A DISTANCE OF 62.35' TO A POINT; THENCE N41°41'03"W, A DISTANCE OF 60.00' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 10°33'23", A RADIUS OF 464.35', AN ARC LENGTH OF 85.55', A CHORD LENGTH OF 85.43', A TANGENT LENGTH OF 42.90', AND A CHORD BEARING OF N42°33'11"E TO A POINT; THENCE S41°41'03"E, A DISTANCE OF 57.80' TO A POINT; THENCE S56°07'55"E, A DISTANCE OF 50.80' TO A POINT; THENCE N33°20'23"E, A DISTANCE OF 102.76' TO A POINT; THENCE S56°39'37"E, A DISTANCE OF 70.98' TO A POINT; THENCE N33°20'23"E, A DISTANCE OF 80.00' TO A POINT; THENCE S56°39'37"E, A DISTANCE OF 79.02' TO A POINT; THENCE N47°05'25"E, A DISTANCE OF 70.57' TO A POINT; THENCE S34°42'25"E, A

DISTANCE OF 140.00' TO A POINT; THENCE N55°17'35"E, A DISTANCE OF 446.63' TO A POINT; THENCE S00°11'36"E, ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 606.76' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 1,958,234.37 SQUARE FEET OR 44.95 ACRES, MORE OR LESS.

F:\2022\01001-01500\022-01217\40-Design\Survey\SRVY\Final Plat\Documents\24-9-5 UPDATED Plat Boundary .docx

Well #4 (48')
well depth 59

Above shut-off

Well #5 (47')
well depth 57

Month (2023)	Pumping	Static			Month (2023)	Pumping
Jan	43.5	20.0			Jan	42.5
Apr	43.6	20.5			Apr	44.4
June	45.4	22.9			June	46.5
July	46.6	24.3			July	45.3
Aug	46.1	23.6			Aug	44.8
Sept	45.9	23.5			Sept	43.6
Oct	45.8	23.6			Oct	46.0
Nov	45.7	23.3			Nov	46.0
Dec	44.1	21.3			Dec	45.5
24-Jan	43.3	22.4			24-Jan	46.6
24-Feb	43.0	20.6			24-Feb	44.8
24-Jul	42.1	19.7			24-Jul	44.8
24-Aug	42.8	20.6	5.2		24-Aug	45.2
24-Sep	42.4	20.8	5.6		24-Sep	46.4
24-Oct	42.6	21.7			24-Oct	46.2
24-Nov	41.0	19.4			24-Nov	45.0

-off

Year	Precip Rec'd	Short of Average	29.34 yr avg
2019	36.11	7	
2020	23.63	(-5.7)	
2021	26.86	(-2.5)	
2022	19.92	(-10)	
2023	22.49	(-6.85)	
2024	27.89	(-1.45)	still needed to get back to yearly avg according to Fire Station data
	25.84		

827,398 Avg August

930,575 Avg September

815,473 Avg October

451384 Avg November

Monthly and Annual Precipitation Totals (in inches) 1887 thru Last Month | Lincoln Weather ar

.

YEAR	JAN	FEB	MAR	APR	MAY	JUN
2024	0.95	0.51	1.09	3.42	4.78	3.28
2023	1.32	1.29	0.63	0.59	0.51	4.53
2022	0.28	0.03	1.96	3.05	5.27	3.73
2021	1.53	0.79	5.23	1.74	2.55	4.46
2020	1.29	0.13	1.67	0.88	5.09	3.15

	JUL	AUG	SEP	OCT	NOV	DEC
	7.23	1.50	0.20	1.08	3.85	
	5.61	3.76	0.60	1.42	0.56	1.71
	2.57	0.55	0.97	0.61	0.26	0.64
	1.73	3.41	0.64	4.04	0.49	0.25
	5.73	1.27	1.62	0.40	1.20	1.20

	YEAR
	27.89
	22.53
	19.92
	26.86
	23.63



Waverly Water Update
December 2024

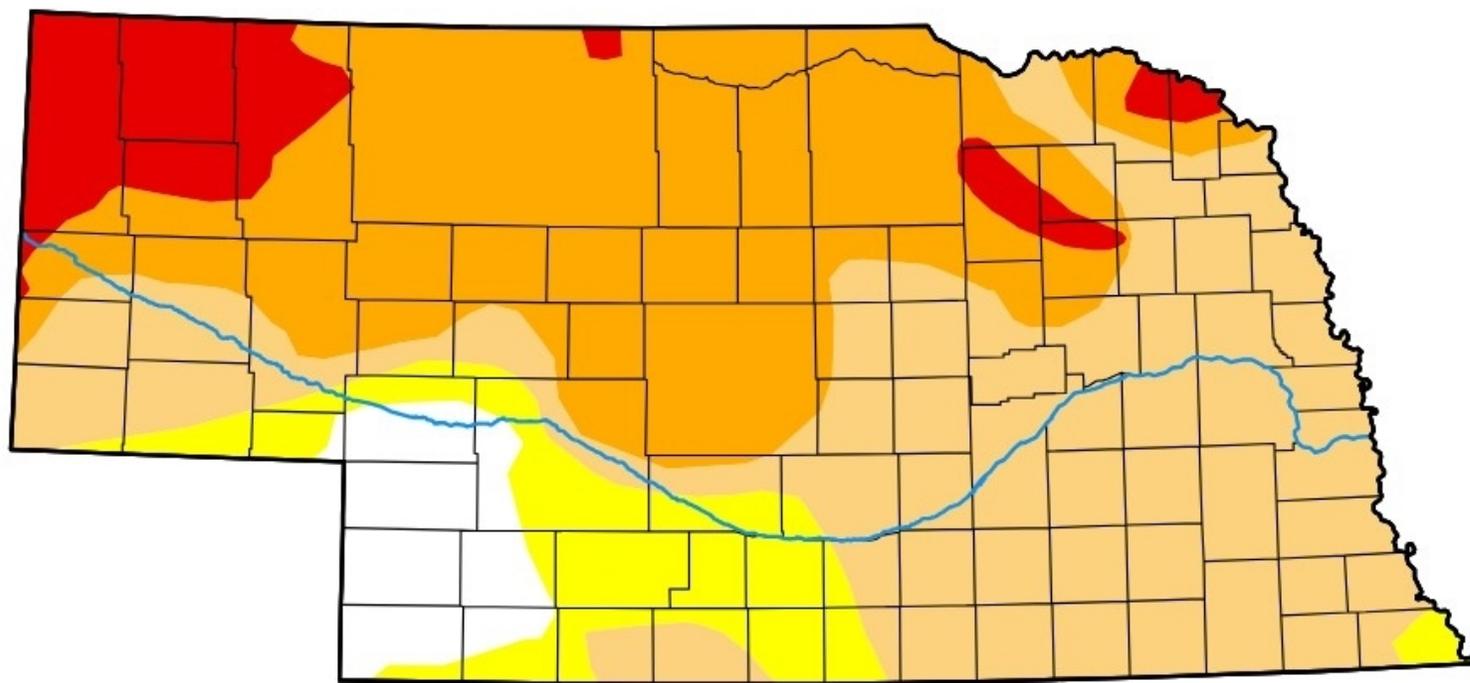
U.S. Drought Monitor

[Current](#)[Maps](#)[Data](#)[Summary](#)[About](#)[Conditions & Outlooks](#)[Ag in Drought](#)[En Español](#)[NADM](#)

Map released: Thurs. December 5

Data valid: December 3, 2024 at 7 a.m.

Intensity

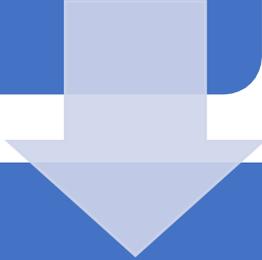


Authors

United States and Puerto Rico Author(s)
[David Simeral](#), Western Regional Climate Center

Pacific Islands and Virgin Islands Author(s)
[Denise Gutzmer](#), National Drought Mitigation Center

Daily water usage averages around 400,000 gallons per day since most outdoor watering has stopped.



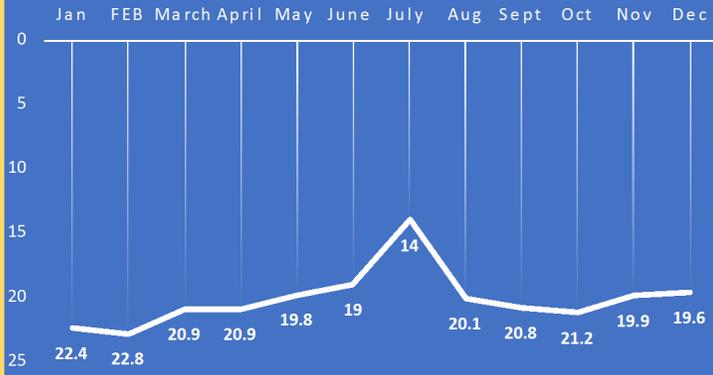
Currently we are at 27.89 inches of precipitation for the year Jan-1 to Dec 1, 2024 compared to last year at this time 20.82 inches Jan-Nov 2023.



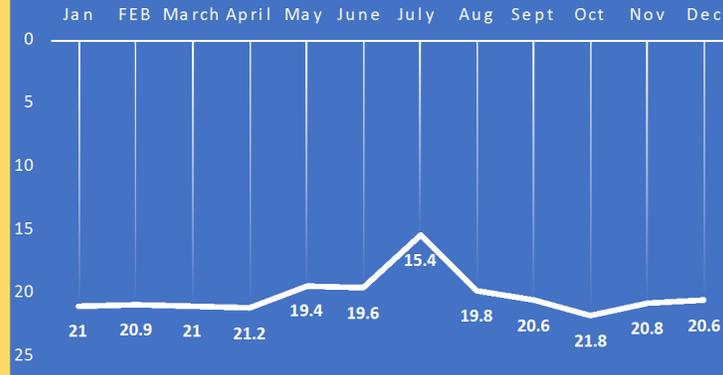
Static levels did improve a little with the recent rainfall and cooler temperatures, however, are still on the lower end compared to the last 6 years.

2024 Water Pumping and Static levels															
										as of July 2	as of Aug 11	as of Sept 8	as of Oct 8	as of Nov 8	as of Dec 9
Pumping Levels distance from shutoff points															
	Well	Speed	Jan	FEB	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	
	4	100%	4.7	5.9	6.8	7.2	5.5	5.5	11	5.7	5.6	5.4	6.4	6.5	
	5	94%	1.1	1.5	3	3	3	3.2	6.2	2.4	1.4	0.8	2.2	1.6	
	6	83%	0.8	12.7	10	9.4	9.1	9.4	10.3	9.1	8.6	9.9	7.9	8.1	
	7										6.4	5.3	5.7	6	
	8	100%	9.2	9.2	9.1	8.8	6.3	8.2	6.8	5	6.6	6.5	6.8	7.2	
	9	85%	4.1	6.5	7.1	7.1	11.4	14.9	16	14.2	15.2	14.8	15.8	16.6	
	10	100%	19.7	18.3	18.1	18.2	19.8	17.4	20.1	18.3	18.2	17.9	18.5		
	11	85%	22.2	11.5	11.5	11.3	11.4	10.7	11.6	9.9	10.3	10.1	10.2	10.7	
	Precip. Inches	27.89	0.95	0.51	1.09	3.42	4.78	3.28	7.23	1.5	0.2	1.08	3.85		
										as of July 2	as of Aug 11	as of Sept 8	as of Oct 8	as of Nov 8	as of Dec 9
Static Levels- Water distance from ground level															
	Well		Jan	FEB	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	
	4		22.4	22.8	20.9	20.9	19.8	19	14	20.1	20.8	21.2	19.9	19.6	
	5		21	20.9	21	21.2	19.4	19.6	15.4	19.8	20.6	21.8	20.8	20.6	
	6		80	79.9	79.7	81.1	81.2	81.8	81.1	82.5	82.7	82.5	82.7	82.5	
	7										64.1	64.7	65	65.1	
	8		73.8	74.3	73.3	73.8	73.9	74.4	74.1	75.2	75.4	75.2	75	74.6	
	9		104.8	104.7	102	102	102.8	103.7	102.9	105	104.9	105	103.9	102.1	
	10		85	85.9	85.9	86.2	86.9	87.8	86.2	88.5	88.9	88.8	88.5		
	11		98	101.5	98.1	99.3	99.1	99.6	98.9	101	100.7	101	100.7	100.1	
	Precip. Inches	27.89	0.95	0.51	1.09	3.42	4.78	3.28	7.23	1.5	0.2	1.08	3.85		

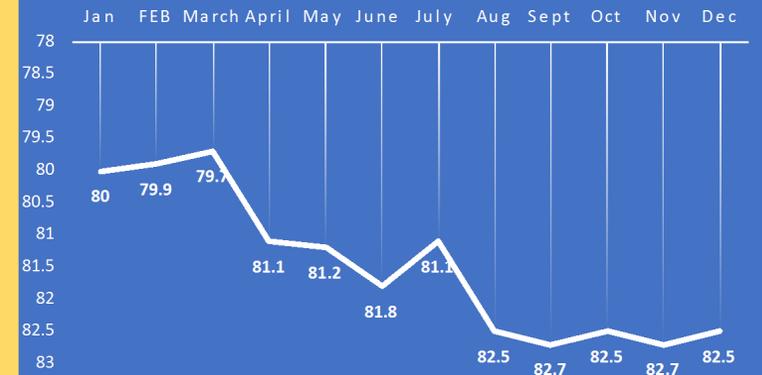
WELL #4 STATIC LEVELS 2024



WELL #5 STATIC LEVELS 2024



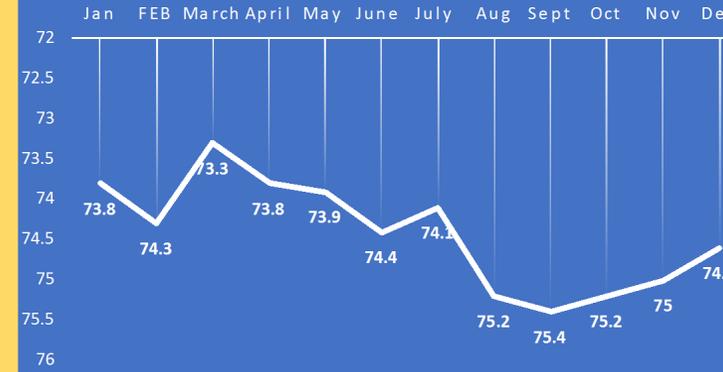
WELL #6 STATIC LEVELS 2024



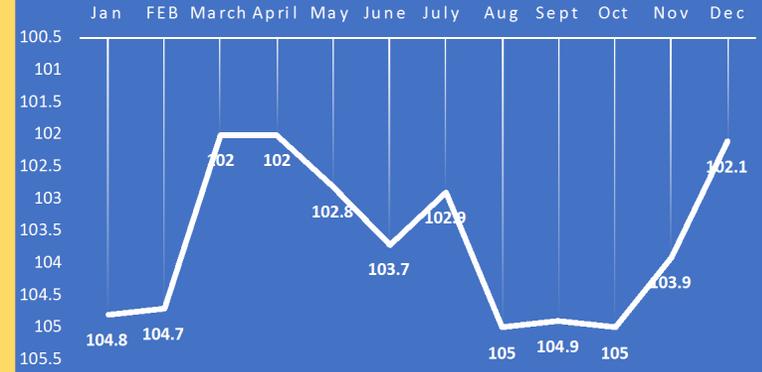
WELL #7 STATIC LEVELS 2024



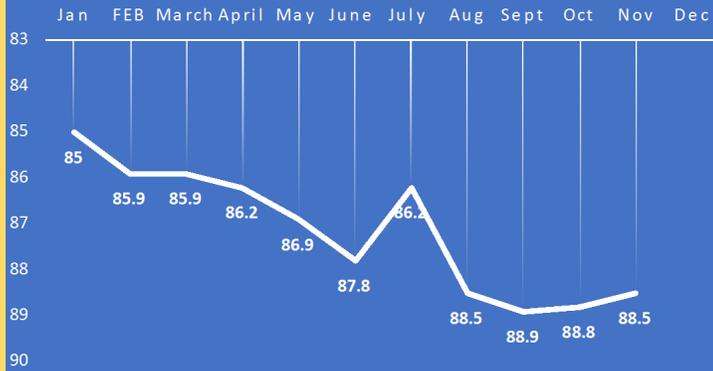
WELL #8 STATIC LEVELS 2024



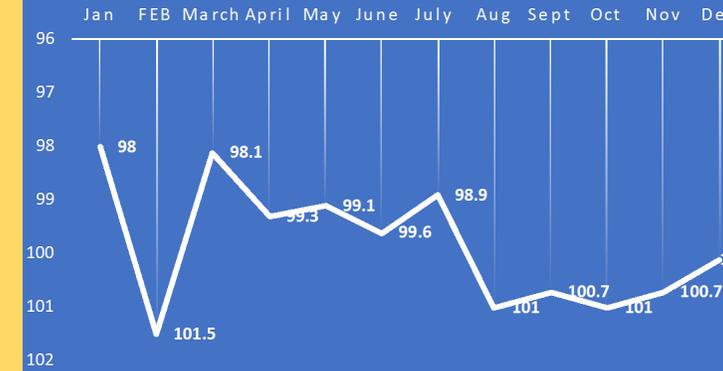
WELL #9 STATIC LEVELS 2024



WELL #10 STATIC LEVELS 2024



WELL #11 STATIC LEVELS 2024



Precipitation 2024



WELL # 4 PUMPING LEVEL TO STUTOFF



WELL # 5 PUMPING LEVEL TO SHUTOFF



WELL # 6 PUMPING LEVEL TO SHUTOFF



WELL # 7 PUMPING LEVEL TO SHUTOFF



WELL # 8 PUMPING LEVEL TO SHUTOFF



WELL # 9 PUMPING LEVEL TO SHUTOFF



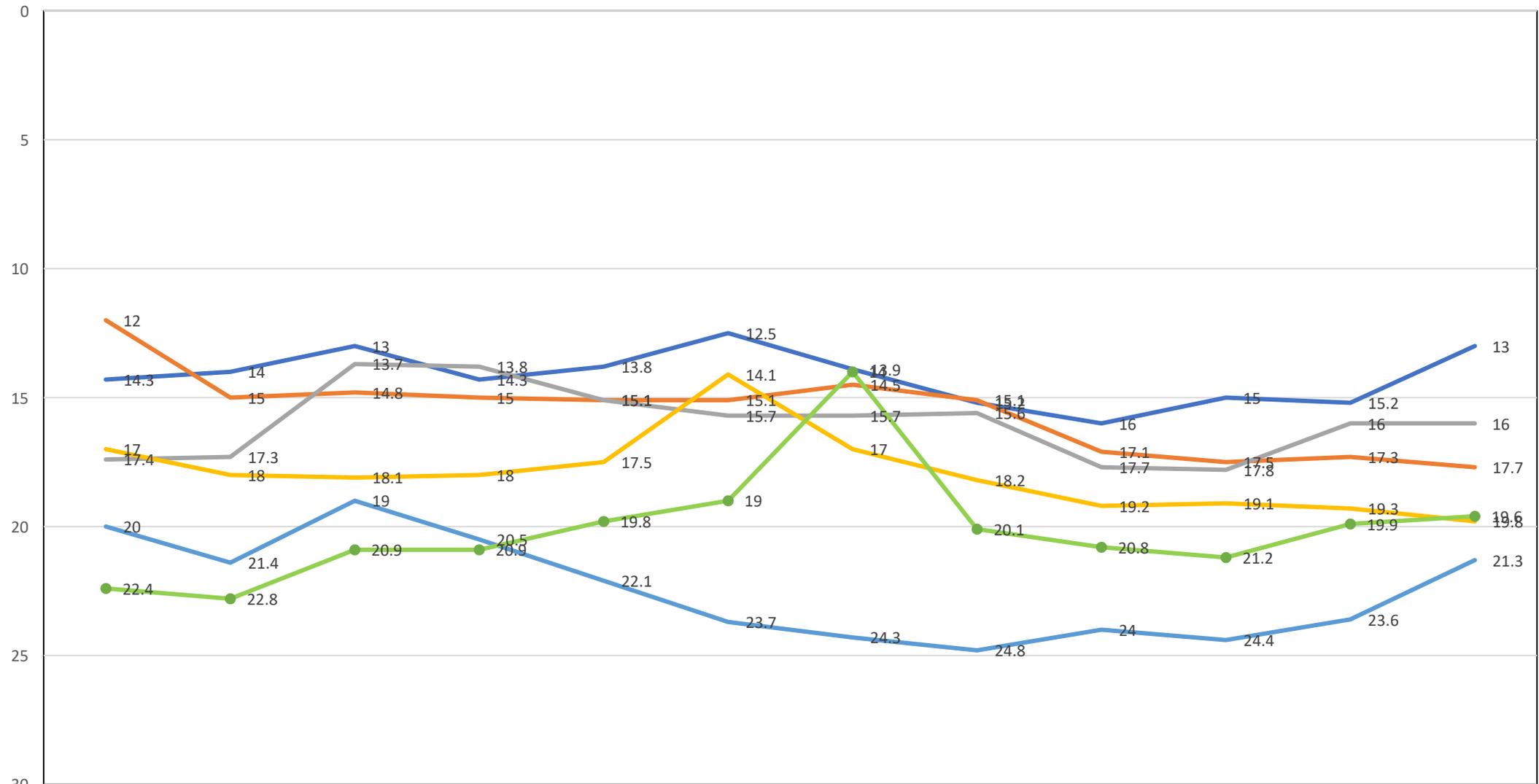
WELL #10 PUMPING LEVEL TO SHUTOFF



WELL # 11 PUMPING LEVEL TO SHUTOFF



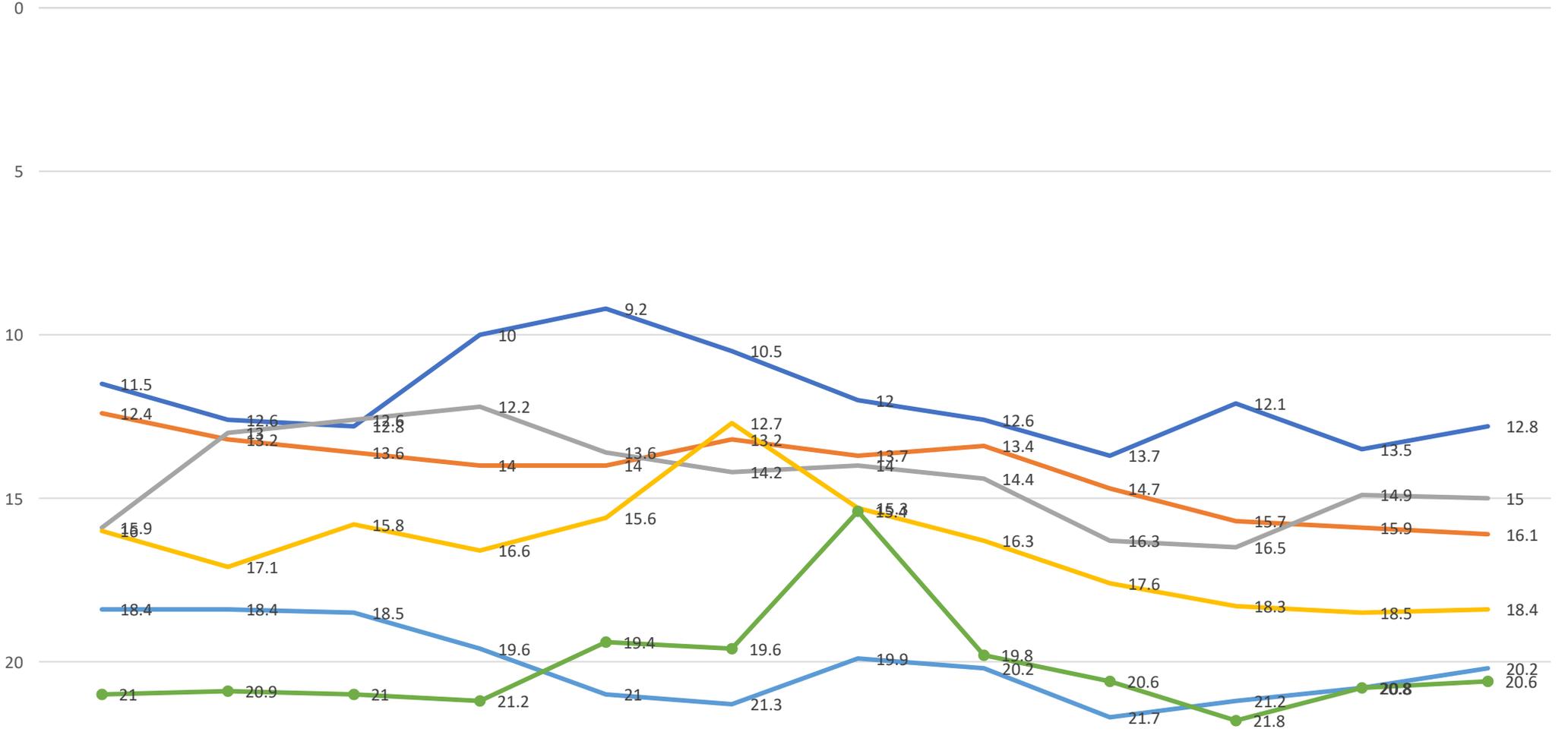
Well 4 static level last 6 years



- 2019 static level
- 2020 Static level
- 2021 static level
- 2022 static level
- 2023 static level
- 2024 Static Levels

	Jan	FEB	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2019 static level	14.3	14	13	14.3	13.8	12.5	13.9	15.2	16	15	15.2	13
2020 Static level	12	15	14.8	15	15.1	15.1	14.5	15.1	17.1	17.5	17.3	17.7
2021 static level	17.4	17.3	13.7	13.8	15.1	15.7	15.7	15.6	17.7	17.8	16	16
2022 static level	17	18	18.1	18	17.5	14.1	17	18.2	19.2	19.1	19.3	19.8
2023 static level	20	21.4	19	20.5	22.1	23.7	24.3	24.8	24	24.4	23.6	21.3
2024 Static Levels	22.4	22.8	20.9	20.9	19.8	19	14	20.1	20.8	21.2	19.9	19.6

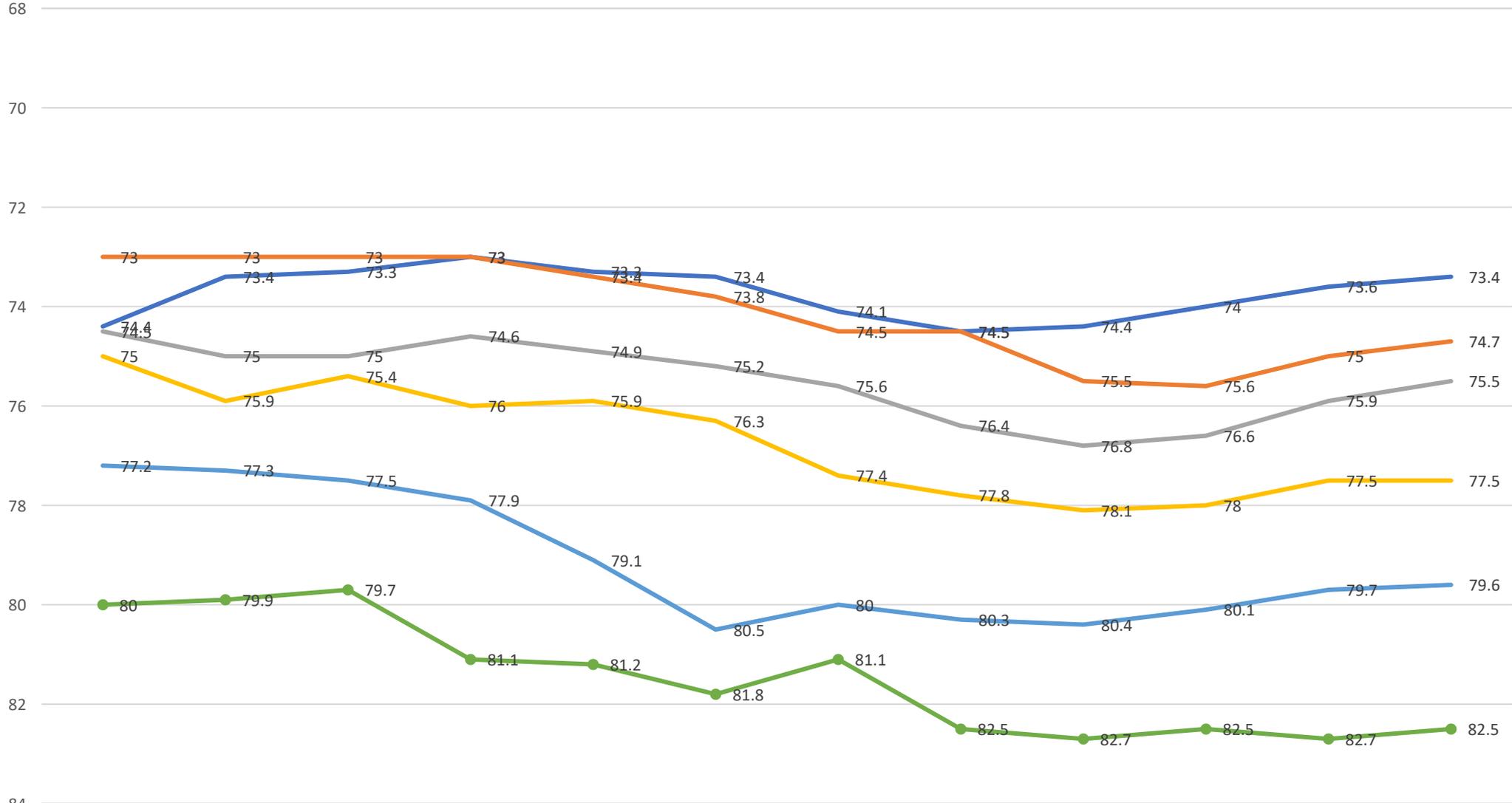
Well 5 static level last 6 years



- 2019 Static level
- 2020 Static level
- 2021 Static level
- 2022 Static level
- 2023 Static level
- 2024 Static Levels

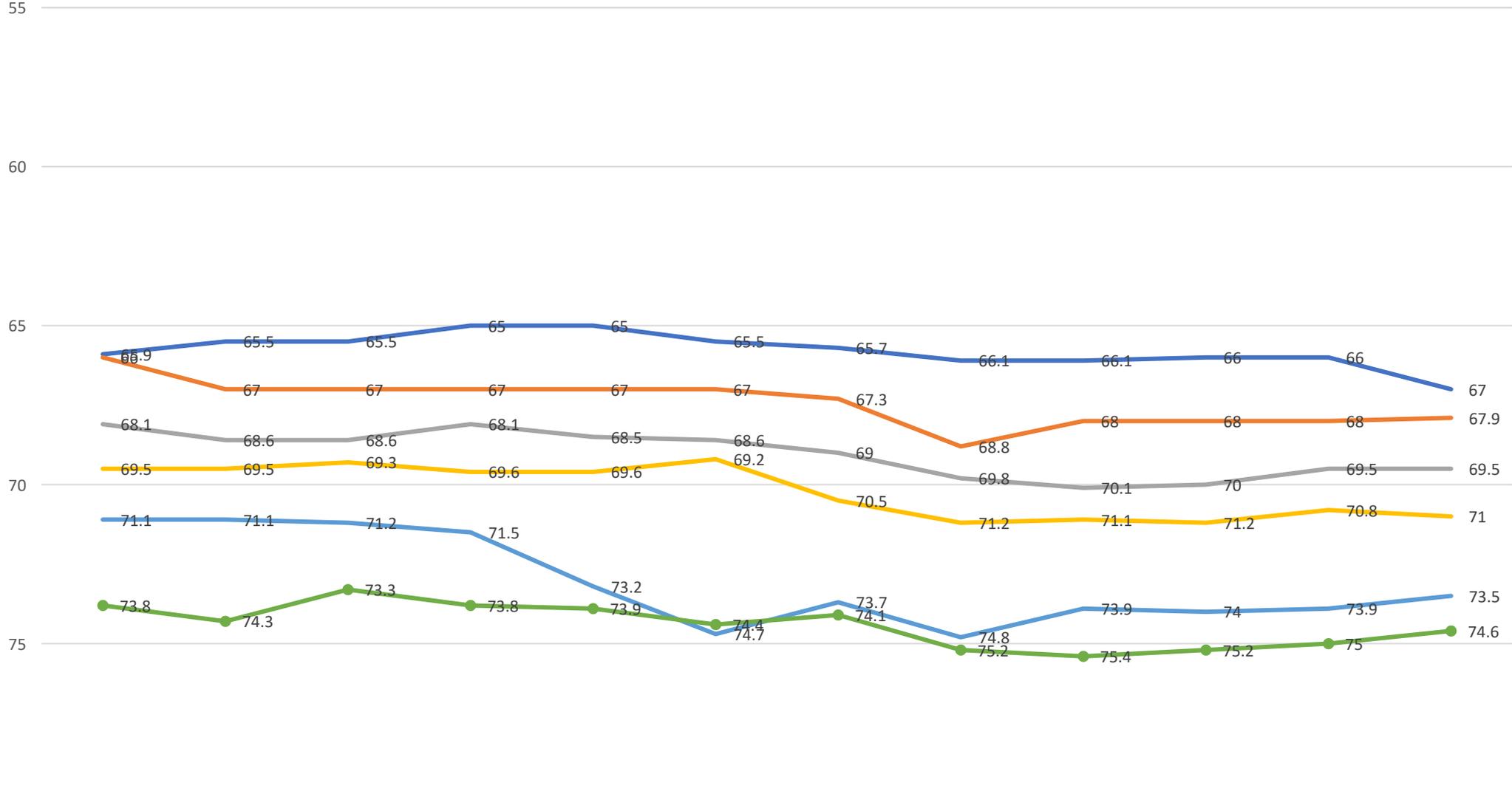
	Jan	FEB	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2019 Static level	11.5	12.6	12.8	10	9.2	10.5	12	12.6	13.7	12.1	13.5	12.8
2020 Static level	12.4	13.2	13.6	14	14	13.2	13.7	13.4	14.7	15.7	15.9	16.1
2021 Static level	15.9	13	12.6	12.2	13.6	14.2	14	14.4	16.3	16.5	14.9	15
2022 Static level	16	17.1	15.8	16.6	15.6	12.7	15.3	16.3	17.6	18.3	18.5	18.4
2023 Static level	18.4	18.4	18.5	19.6	21	21.3	19.9	20.2	21.7	21.2	20.8	20.2
2024 Static Levels	21	20.9	21	21.2	19.4	19.6	15.4	19.8	20.6	21.8	20.8	20.6

Well 6 static level last 6 years



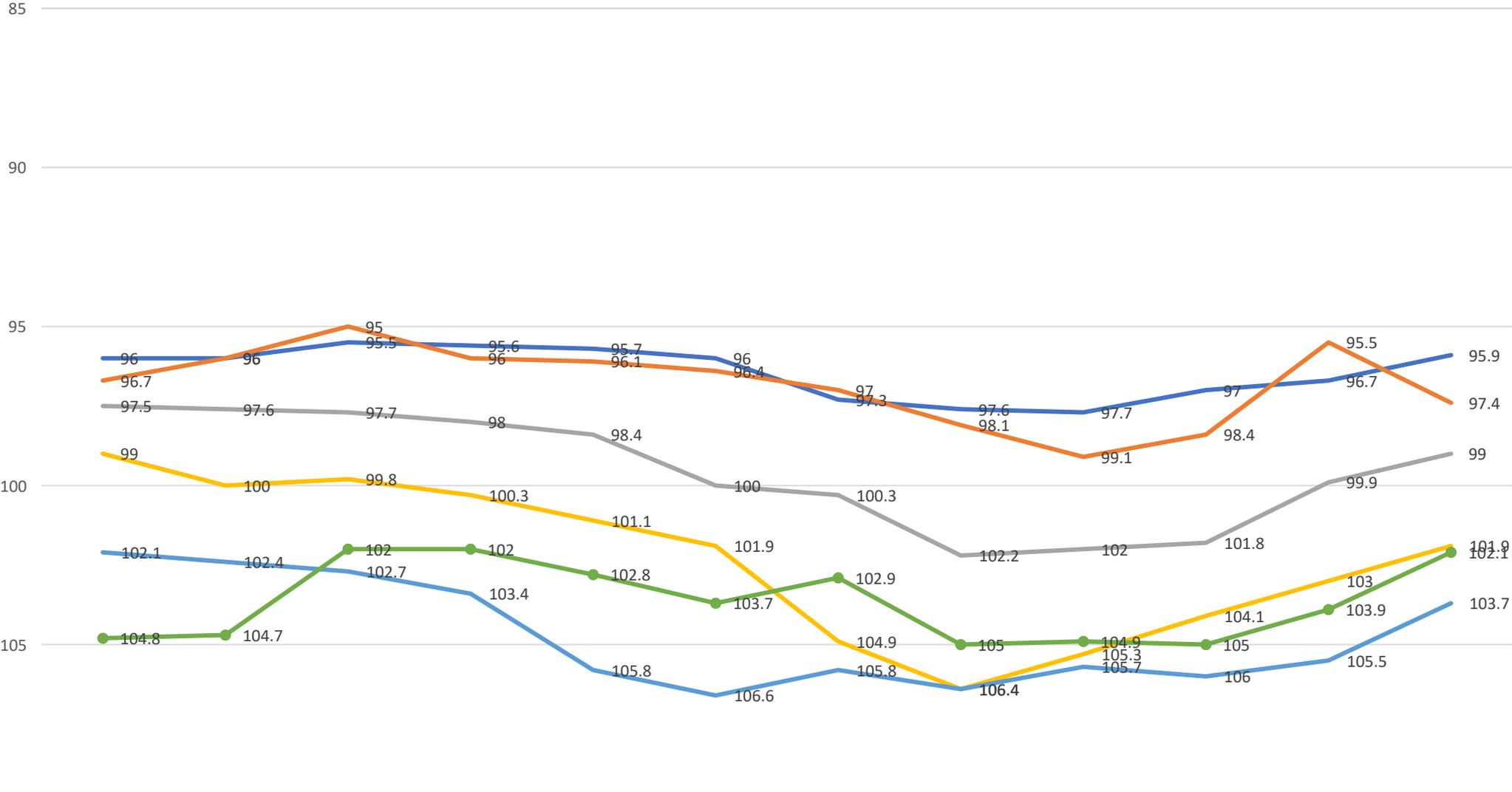
	Jan	FEB	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2019 Static level	74.4	73.4	73.3	73	73.3	73.4	74.1	74.5	74.4	74	73.6	73.4
2020 Static level	73	73	73	73	73.4	73.8	74.5	74.5	75.5	75.6	75	74.7
2021 Static level	74.5	75	75	74.6	74.9	75.2	75.6	76.4	76.8	76.6	75.9	75.5
2022 Static level	75	75.9	75.4	76	75.9	76.3	77.4	77.8	78.1	78	77.5	77.5
2023 Static level	77.2	77.3	77.5	77.9	79.1	80.5	80	80.3	80.4	80.1	79.7	79.6
2024 Static Level	80	79.9	79.7	81.1	81.2	81.8	81.1	82.5	82.7	82.5	82.7	82.5

Well 8 static level last 6 years



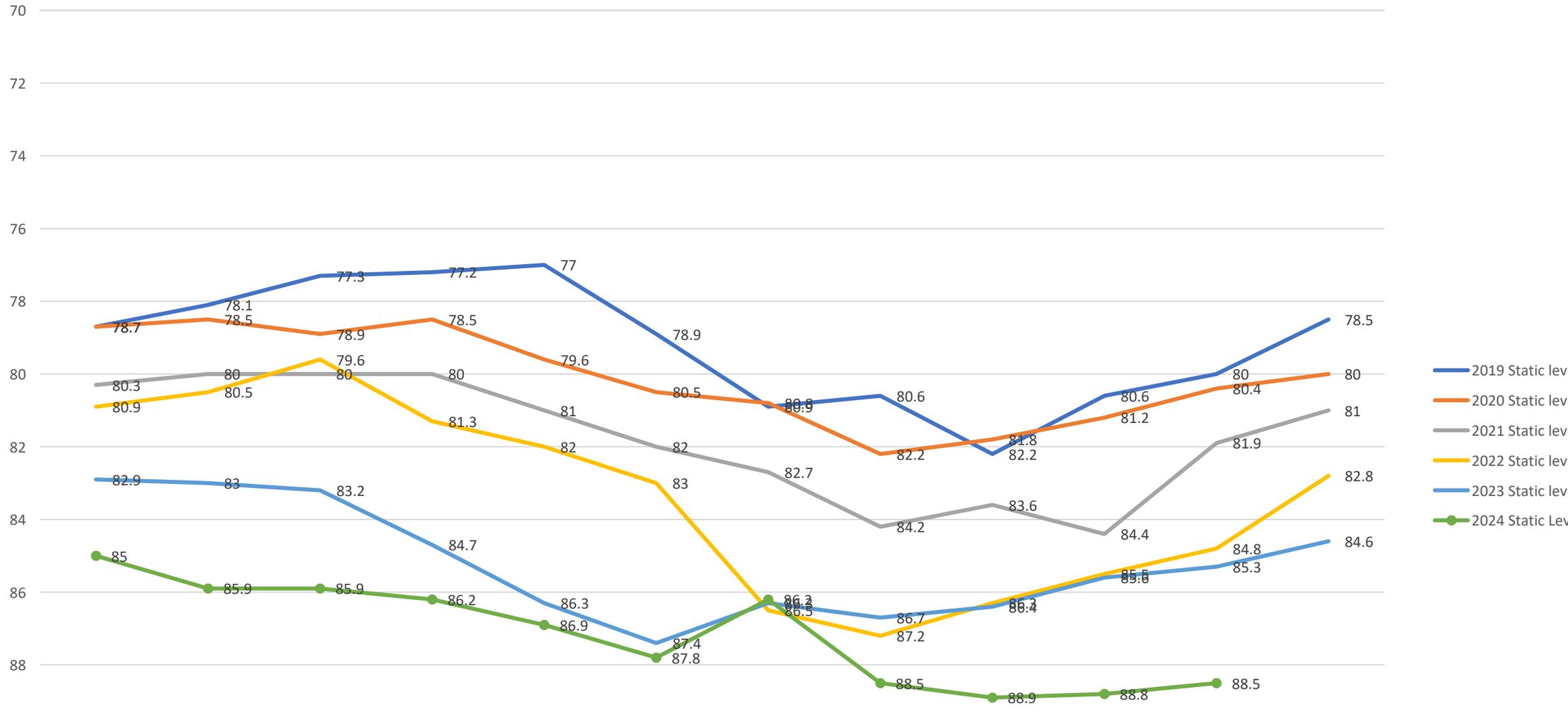
	Jan	FEB	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2019 Static level	65.9	65.5	65.5	65	65	65.5	65.7	66.1	66.1	66	66	67
2020 Static level	66	67	67	67	67	67	67.3	68.8	68	68	68	67.9
2021 Static level	68.1	68.6	68.6	68.1	68.5	68.6	69	69.8	70.1	70	69.5	69.5
2022 Static level	69.5	69.5	69.3	69.6	69.6	69.2	70.5	71.2	71.1	71.2	70.8	71
2023 Static level	71.1	71.1	71.2	71.5	73.2	74.4	73.7	74.8	73.9	74	73.9	73.5
2024 Static Level	73.8	74.3	73.3	73.8	73.9	74.4	74.1	75.2	75.4	75.2	75	74.6

Well 9 static level last 6 years



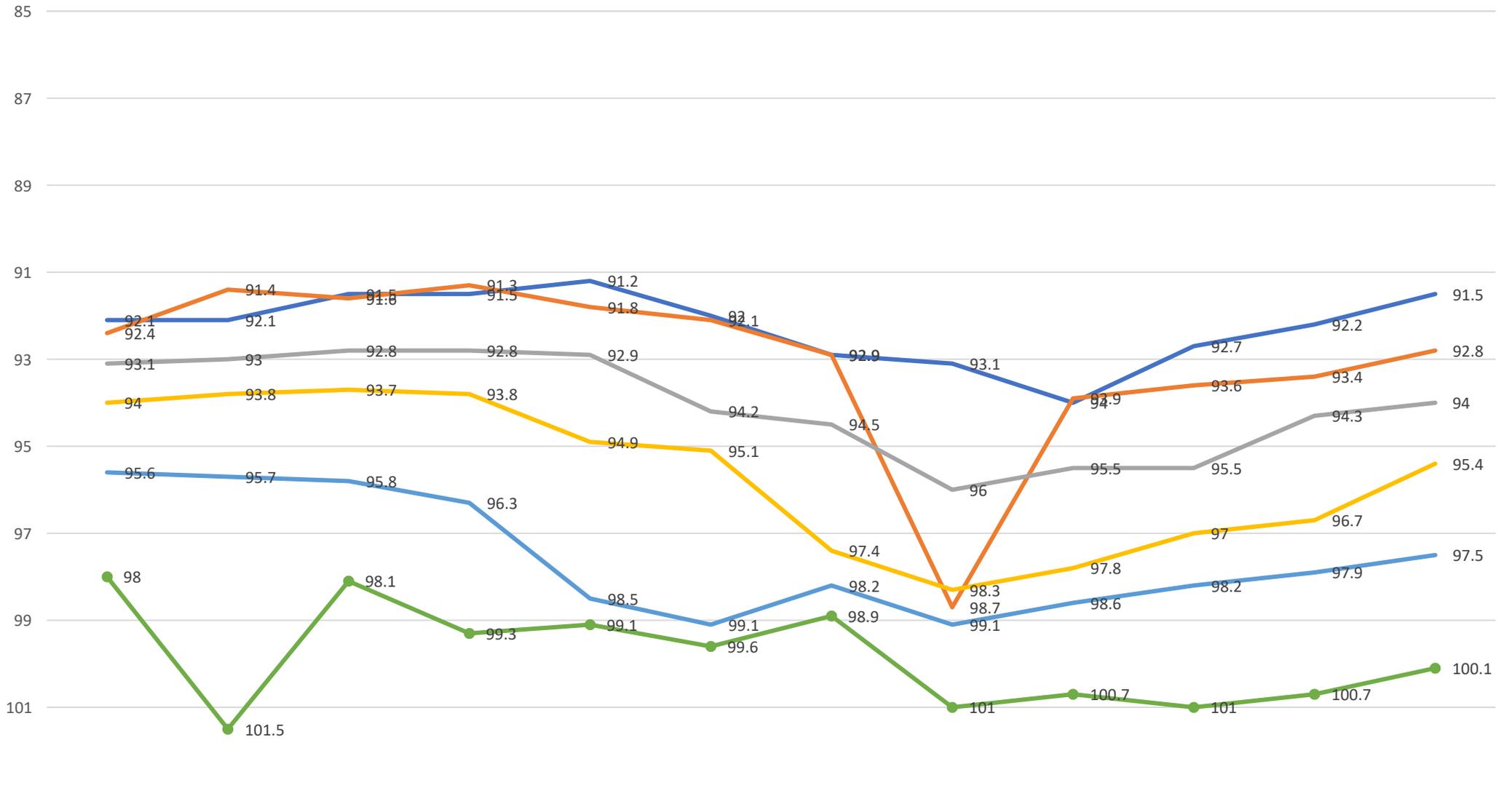
	Jan	FEB	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2019 Static level	96	96	95.5	95.6	95.7	96	97.3	97.6	97.7	97	96.7	95.9
2020 Static level	96.7	96	95	96	96.1	96.4	97	98.1	99.1	98.4	95.5	97.4
2021 Static level	97.5	97.6	97.7	98	98.4	100	100.3	102.2	102	101.8	99.9	99
2022 Static level	99	100	99.8	100.3	101.1	101.9	104.9	106.4	105.3	104.1	103	101.9
2023 Static level	102.1	102.4	102.7	103.4	105.8	106.6	105.8	106.4	105.7	106	105.5	103.7
2024 Static Level	104.8	104.7	102	102	102.8	103.7	102.9	105	104.9	105	103.9	102.1

Well 10 static level last 6 years



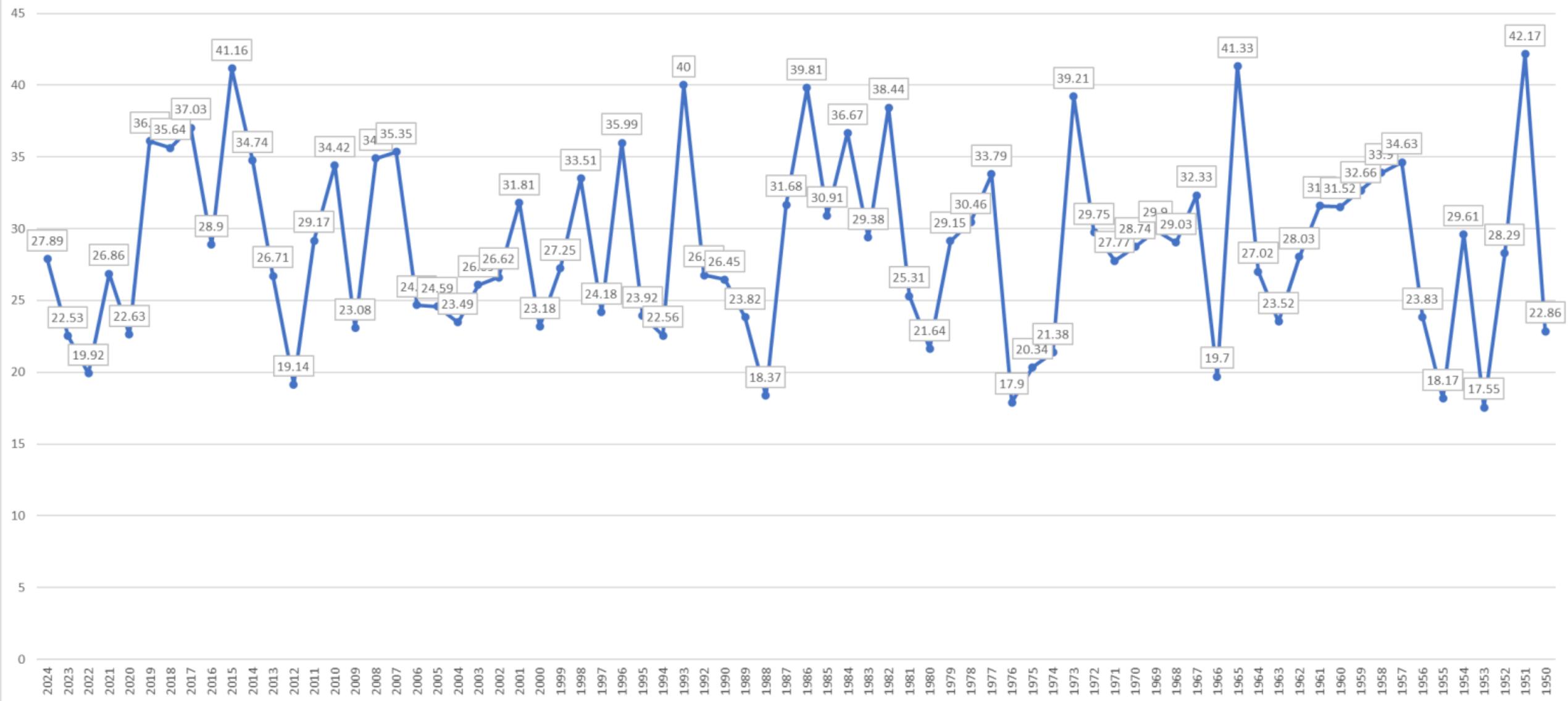
	Jan	FEB	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2019 Static level	78.7	78.1	77.3	77.2	77	78.9	80.9	80.6	82.2	80.6	80	78.5
2020 Static level	78.7	78.5	78.9	78.5	79.6	80.5	80.8	82.2	81.8	81.2	80.4	80
2021 Static level	80.3	80	80	80	81	82	82.7	84.2	83.6	84.4	81.9	81
2022 Static level	80.9	80.5	79.6	81.3	82	83	86.5	87.2	86.3	85.5	84.8	82.8
2023 Static level	82.9	83	83.2	84.7	86.3	87.4	86.3	86.7	86.4	85.6	85.3	84.6
2024 Static Level	85	85.9	85.9	86.2	86.9	87.8	86.2	88.5	88.9	88.8	88.8	88.5

Well 11 static level last 6 years

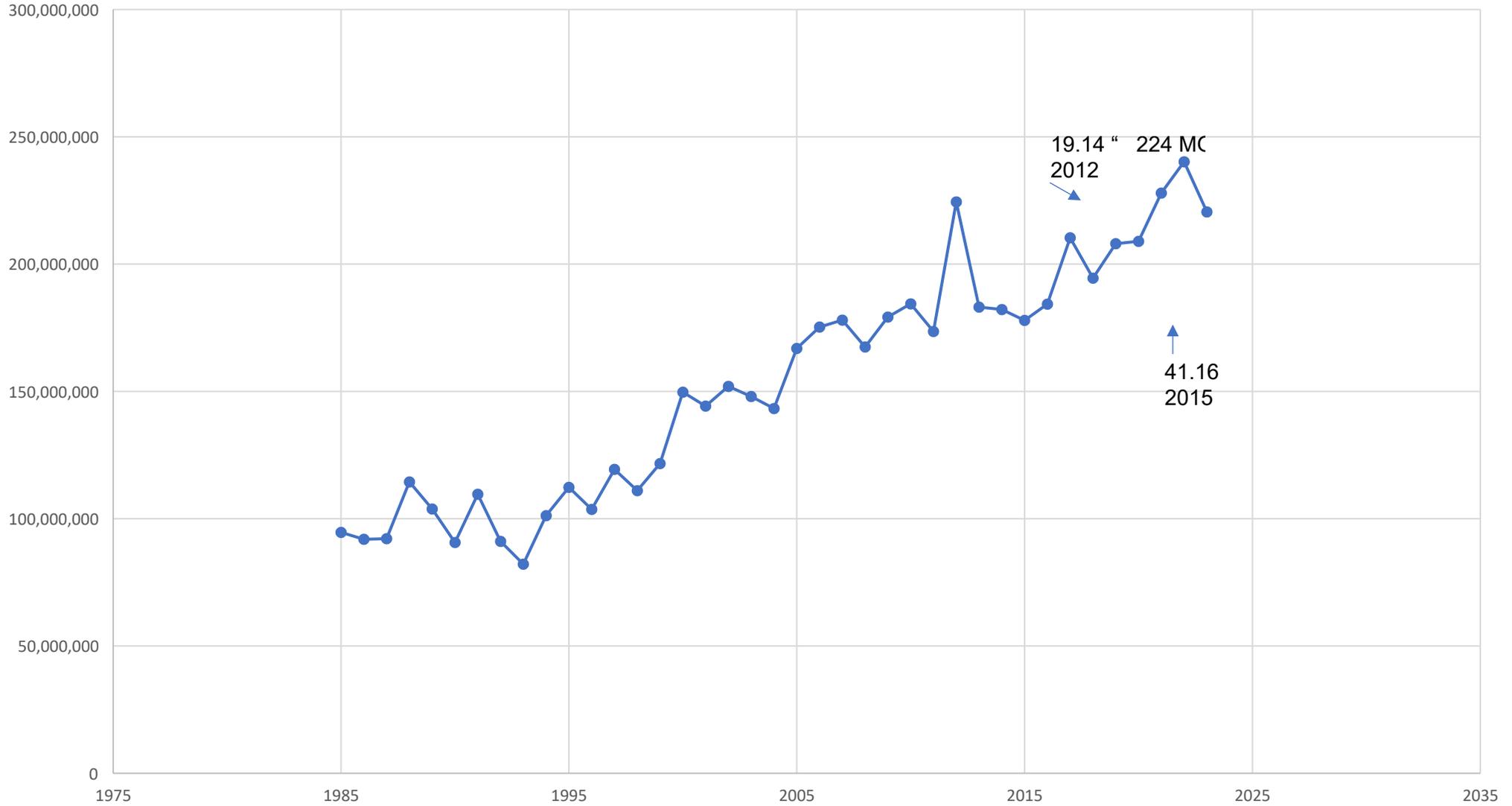


	Jan	FEB	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2019 Static level	92.1	92.1	91.5	91.5	91.2	92	92.9	93.1	94	92.7	92.2	91.5
2020 Static level	92.4	91.4	91.6	91.3	91.8	92.1	92.9	98.7	93.9	93.6	93.4	92.8
2021 Static level	93.1	93	92.8	92.8	92.9	94.2	94.5	96	95.5	95.5	94.3	94
2022 Static level	94	93.8	93.7	93.8	94.9	95.1	97.4	98.3	97.8	97	96.7	95.4
2023 Static level	95.6	95.7	95.8	96.3	98.5	99.1	98.2	99.1	98.6	98.2	97.9	97.5
2024 Static Level	98	101.5	98.1	99.3	99.1	99.6	98.9	101	100.7	101	100.7	100.1

Annual Precipitation 2024 to 1950



Annual water use 1985 to 2024





AGREEMENT RENEWAL

Maintenance Agreement No. 127
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Waverly
Municipal Extensions in Waverly

We hereby agree that Maintenance Agreement No. 127 described above be renewed for the period January 1, 2025 to December 31, 2025.

All terms and attachments to remain in effect as per the original agreement with revised rates per Attachment B attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, 202 .

ATTEST: City of Waverly

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, 202 .

ATTEST: State of Nebraska

District Engineer, Department of Transportation

MAINTENANCE OPERATION AND RESPONSIBILITY
Municipal extensions and connecting links
(Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility
 Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities	2 nd Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances (including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility
 Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities > 40,000	1 st Class Cities < 40,000	2 nd Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Waverly

Date: 11/18/24

Surface Maintenance

From Attachment "C", it is determined that the City's responsibility for surface maintenance within the City limits is _____ lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the City agrees to pay to the City the sum of \$ _____ per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

_____ lane miles x \$ _____ per lane mile = \$ _____ .

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$1,430.00 per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

5.42 lane miles x \$1,430.00 per lane mile = \$7,750.60

Other (*Explain*)

**STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION**

**RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS**

**NEBRASKA REVISED STATUTE 39-1339
AND NEBRASKA REVISED STATUE 39-2105**

Description	Hwy No.	Beginning R.P.	End R.P.	Length (MI)	Driving Lanes Total	Lane Miles Total	State	City
Jct I-80 & 6 Off Ramp to East City Limits	6	323.74	326.45	2.71	2	5.42	5.42	0
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
Total Lane Miles				2.71		5.42	5.42	0

CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 127 QE 2122 Supp 2
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Waverly
Municipal Extensions in Waverly

We hereby certify that all roadway snow removal has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Brandon Varilek, Department of Transportation, Lincoln, Nebraska.

ATTEST: _____ day of _____, 202 .

City Clerk

Mayor/Designee

I hereby certify that all roadway snow removal was performed as per the above listed agreement and payment for the same should be made.

District Engineer, Department of Transportation

For Office Use Only

Agreement No.: _____
Pay/Bill Code: _____
Contractor No.: _____
Amount: \$ _____

MAINTENANCE OPERATION AND RESPONSIBILITY
 Municipal extensions and connecting links
(Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility
 Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities	2 nd Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances <i>(including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)</i>	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility
 Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities > 40,000	1 st Class Cities < 40,000	2 nd Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Waverly

Date: 11/17/23

Surface Maintenance

From Attachment "C", it is determined that the City's responsibility for surface maintenance within the City limits is _____ lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the City agrees to pay to the City the sum of \$ _____ per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:
_____ lane miles x \$ _____ per lane mile = \$ _____.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$665.00 per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:
5.42 lane miles x \$665.00 per lane mile = \$3,604.30.

Other (Explain)

**STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION**

**RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS**

**NEBRASKA REVISED STATUTE 39-1339
AND NEBRASKA REVISED STATUE 39-2105**

Description	Hwy No.	Beginning R.P.	End R.P.	Length (MI)	Driving Lanes Total	Lane Miles Total	State	City
Jct I-80 & 6 Off Ramp to East City Limits	6	323.74	326.45	2.71	2	5.42	5.42	0
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
Total Lane Miles				2.71		5.42	5.42	0

	Snyder Engineering 13 TH and TW	Snyder Engineering Alt 13 TH and 3 TW	HDR 13 TH and TW	JEO 13 TH and TW	Ollson 13 TH and TW
Phase 1 General Project Administration	\$21,035	\$18,735	\$12,030	\$2,500	\$10,404.70
hours	100	100	72		57.04
Phase 2 Test Hole Sites	\$32,950	\$32,950	\$14,290	\$5,000	\$29,320.10
hours	150	150	96		203.04
Phase 3 Review of Test Hole Data	\$13,230	\$13,230	\$106,980	w/phase 4	\$13,292.70
hours	65	65	443		77.04
Phase 4 Test Well Sites	\$100,400	\$46,650	w/phase 3	\$47,500	\$5,130.10
hours	480	230			36
Phase 5 Source Water Final Evaluation	\$15,610	\$15,610	w/phase 3	w/phase 4	\$21,078.40
	60	60			135.04
Totals	\$183,225.00	\$127,175.00	\$133,300.00	\$55,000.00	\$79,226.00
Total Hours	855	605	611	330	508.16
Per hour cost	\$214.30	\$210.21	\$218.17	\$166.67	\$155.91

Snyder

Task 100 Project management
 Kick off meeting #1
 interanal review of LPSNRD data
 review of Data from LRE Water
 coordination with LPSNRD, NDEE, NeDNR

Task 200 test Hole Program
 obtain NDEE permits
 plot 500 and 1000 foot buffers, and known wells
 complete NDEE form 127, submit maps
 develop a driller RFP, and bid forms
 LRE Water visit and stake each site
 LRE Water to prepare test hole drilling plan
 LRE to log geology and sample test holes
 samples sent for sieve analysis

Task 3 Test Hole Analysis
 LRE to didgitize boring logs and e -logs
 data compared to exisitng hydrogeologic cross sections
 develop a score matrix and present a staff meeting #2

Task 4 Test Well Program
 Cooridate test well sites
 aquifer pumping test plan
 LRE to collect water samples
 meeting # 2 to cover test well results

Task 5 Summarize data
 Meeting # 3
 Council presentation

HDR

Task 100 Project management
 develop project management plan
 budget invoice management
 kick off meeting #1

Task 200 test Hole Program
 review previous data
 analysis of well logs
 develop a driller RFP, and bid forms
 City to coordinate drilling sites with landowners
 Meeting #2 to discuss drlling bid package

Task 3 Test Hole Analysis
 hydrogeologist to coordinate test holes, gather data
 evaluate bore log, sieve and E-log from test hole
 meeting # 3 to review test hole data
 assist city with collecting water samples
 evalute test pump data
 evaluate water quality data
 conduct meeting to review test well data

Task 5 Summarize data
 council presentation

JEO

Task 100 Project management
 Kick off meeting #1
 provide oversite of staff and billing

Task 200 test Hole Program
 obtain NDEE permits
 develop a driller RFP, and bid forms
 City to coordinate drilling sites with landowners
 Meeting # 2

Task 3 Test Hole Analysis
 review test hole data
 Meeting # 3 to review test hole data

Task 4 Test Well Program
 review test well data
 including water quality and quantity

Task 5 Summarize data
 Meeting# 4
 council presentation

Ollson

Task 100 Project management
 Kick off meeting #1
 interanal review of LPSNRD data
 budget invoice management

Task 200 test Hole Program
 obtain NDEE permits
 complete NDEE form 127, submit maps
 develop a driller RFP, and bid forms
 onsite 8 hours for each test hole drilling

Task 3 Test Hole Analysis
 review test hole data
 Meeting # 2 to review test hole data

Task 4 Test Well Program
 driller to collect water samples
 no observation during test well drilling

Task 5 Summarize data
 review test well data
 meeting # 3
 council presentation

City of Waverly Nebraska

Test well sitting study-

Background- The City of Waverly currently has 8 wells which combined can produce 3000 gallons per minute. For the last 5 years the area has seen less than normal precipitation which has lowered groundwater sources. For the last two years the city has asked residents to conserve watering outdoors with several watering ban ordinances. As Waverly continues to grow in population, we are seeking out future areas where the city can obtain additional groundwater. Several studies were done by Ollson Engineering in 2022 and 2023 to identify where some of these sources might be utilized in the future in and around Waverly. The test hole/test well study will help further confirm those findings and find future groundwater sources for additional wells. We are seeking bids from firms to manage this next step in the process.

Phase 1. General Project Administration- Conduct a kickoff meeting of the project, provide project management including informational gathering from City, Nebraska Department of Environment and Energy (NDEE), Lower Platte South Natural Resources District (LPSNRD), Nebraska Department of Natural Resources (DNR). Permitting and the administration of permits. Review of the previous studies already conducted in 2022/2023. Provide progress updates monthly, schedule any needed meetings. Monitor staff and review project billed hours and prepare invoices for payment by the city, for drilling costs, permits, laboratory sampling analysis and engineering.

Phase 2. Test hole sites

Complete and apply for all permits from NDEE, LPSNRD, DNR or other entities for the 13 test hole sites identified in the previous 2023 Ollson study.

Prepare a bid package for well drillers, including owner contractor agreements, insurance and bonding, and submit RFP to interested drilling firms. Answer inquiries about the RFP from firms before bidding due date.

Acquire bids on due date and analyze bids, tabulate and recommend a winning bidder for council approval.

Notify the winning bidder and process contracts, insurance and bonding documents between the city and bidder.

Coordinate dates of test hole drilling sites with all entities.

Be onsite if necessary, during test hole drilling to coordinate with driller, collect needed information during the test hole drilling.

Phase 3. Review of test hole data

Review the test hole data from the 13 sites and provide a summary of each.

Recommend the viability of a production well in the area of the test hole based on the test hole analysis and recommend if a test well should be drilled, or not.

Coordinate and oversee other sites as needed depending on results from identified areas if other areas need further testing above the 13 sites.

Conduct a meeting with the city to review the test hole data and review sites for test well drilling.

Phase 4 Test Well Sites

Notify the driller and coordinate dates and sites of test wells, ensure all contracts, and permits are still viable.

Be onsite during test well drilling, test pumping to gather necessary information needed to analyze the test well. Including water quality samples, and pumping rates of the test wells.

From test well data calculate the viability of a permanent municipal well or wells in the study areas. Water quality issues and predicted pumping rates.

Phase 5 Review of test wells data

Provide a summary of the test well data

Conduct a meeting with city staff at 95% to review the potential wellfield/ wellfields. Complete to 100% and attend a council meeting summarizing the results of the test hole/ test well study and future areas of water production for the city.

RFP bids are due on November 22, 2024, at 1 pm at the city offices at 14130 Lancashire Street Waverly Nebraska 68462, can be mailed or dropped off or emailed to Publicworksdirector@citywaverly.com

Engineer's Scope of Services

City of Waverly, NE
Test Well Siting Study

PART 1.0 PROJECT DESCRIPTION:

Recent prolonged drought conditions have resulted in reduced aquifer levels in the City of Waverly's municipal wellfield. Although the City's current water supply is believed to be sufficient to satisfy its near-term water demands, the City is interested in proactively identifying suitable areas to grow its source water supply. The City completed a series of studies in 2022 and 2023 to identify potential wellfield growth areas. Four preliminary areas for growth were identified, including thirteen preliminary test hole locations.

The scope of work summarized herein is to provide engineering services to assist with the next phase of the source water evaluation. Scope activities would include the following:

- Obtaining environmental approvals to permit exploratory drilling at each test hole location.
- Preparing a scope of work for test hole drilling and subsequent test well construction and testing.
- Coordinating with a selected driller on execution of the exploratory drilling and test well construction/testing.
- Evaluation of test hole data and test well water quantity and quality data.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER

TASK SERIES 100 – PROJECT ADMINISTRATION

Objective:

Provide management activities including project initiation, planning, organizing, and monitoring. Specific tasks are anticipated to include the following:

Activities:

Task 110 – Team Management and Project Control

- Develop Project Management Plan. This HDR internal document will describe Project activities, constraints, guidelines, budget, and procedures. Define quality control plan.
- Resource management and allocation based on Project schedules and activities.
- Budget and invoice management.
- Schedule monitoring and updates for Project implementation.
- Overall production coordination.

Task 120 – Meetings

- Scope / Schedule Review (Kickoff) Meeting. Prepare agenda, conduct meeting, and prepare meeting notes. Meeting will include:
 - Scope Discussion
 - Schedule Discussion
 - Standard Project Procedures and Establish Lines of Communication
- Coordination meetings with City.

Task 130 – Project Reviews

- Quality control reviews.

Key Understandings and Assumptions:

- None.

Meetings/Travel:

- One (1) meeting for scope/schedule review to be held at City office.
- Biweekly virtual meetings with City for scope/schedule updating and coordinating.

Task Deliverables:

- Scope/Schedule Review Meeting agenda and summary delivered as an electronic PDF.
- Biweekly emails summarizing City coordination calls.
- Monthly invoicing and progress reporting delivered as an electronic PDF.

TASK SERIES 200 – TEST DRILLING PACKAGE DEVELOPMENT

Objective:

The objective of Task Series 200 is to review project background data, develop a scope of work for test drilling activities, and assist the Owner in obtaining environmental approvals to permit exploratory drilling at test hole locations. Specific tasks are anticipated to include the following:

Activities:

Task 210 – Data Review

- Review available background data including but not limited to the Waverly Well Field Hydrogeologic Analysis and Waverly Well Siting Reports completed by Olsson in late 2023 / early 2024, and relevant data on Waverly’s existing municipal wells.
- Prepare data request for NDEE, LPSNRD, and/or DNR. Review data received.
- Complete a desktop analysis of available hydrogeologic data and local well logs.
- Prepare an existing data summary memorandum.

Task 220 – Permitting and/or Authorization Activities

- NDEE, LPSNRD, and DNR test hole and/or test well permitting activities.

Task 230 – Develop Test Drilling Package

- Develop driller’s scope of work and Request for Proposal (RFP).
- Conduct HDR quality control review of test drilling package.
- Deliver test drilling package to prospective drilling firms.
- Respond to driller’s questions about test drilling package.
- Acquire and analyze received proposals and provide formal recommendation to City.
- Coordinate test hole completion schedule with selected Well Driller with direction from the City.

Key Understanding and Assumptions:

- City will provide available hydrogeological studies and municipal well field data.
- City will provide up to three years of well production and pumping levels for existing wells. Data to be provided in digital format.
- City will provide information on existing distribution system.
- City will coordinate with landowners and obtain authorization for driller to enter private property and conduct test hole drilling / test well construction activities.
- Permitting activities are limited to assistance obtaining NDEE, LPSNRD, and/or DNR, site approval for test holes / test wells, where applicable.
- City will pay all permit fees applicable to test hole drilling / test well construction.
- This Task Series includes one (1) Test Drilling Package.
- Test Drilling Package will include both test hole drilling and subsequent test well construction and testing scope. It is intended that the package would be structured to require a unit price for the test well portion of the scope that could then be adjusted at a later date to reflect final quantity and depths.
- City contract documents (agreement, insurance requirements, terms and conditions) will be provided by the City and included in Test Drilling Package.

Meetings/Travel:

- Teleconferences as needed.
- One (1) virtual meeting for review of Test Drilling Package.

Task Deliverables:

- Existing data summary memorandum as an electronic PDF.
- Test Drilling Package as an electronic PDF.
- Interpretations and clarifications to Test Drilling Package as requested by drillers.
- Recommendation of Award as an electronic PDF.

TASK SERIES 300 – TEST HOLE/WELL DATA REVIEW

Objective:

The objective of Task Series 300 is to collect aquifer samples and water quantity and quality data to serve as the basis for the source water expansion alternatives evaluation and subsequent recommendation. Specific tasks are anticipated to include the following:

Activities:

Task 310 – Data Collection and Field Investigation (Test Hole Drilling)

- Provide field hydrogeologist to coordinate test hole drilling kick off meeting with driller.
- Provide onsite observation and documentation during test hole drilling.
- Gather, log, and store formation samples collected by Well Driller.

Task 320 – Test Hole Aquifer Investigation Data Analysis

- Evaluate bore log, sieve analysis, and E-log from test hole data and provide recommendation for test well construction.
- Summarize test hole data in memorandum.
- Conduct meeting with City to review test hole data and recommended test well locations and construction.
- Coordinate test well completion schedule with selected Well Driller with direction from the City.

Task 330 – Data Collection and Field Investigation (Test Well)

- Provide onsite observation and documentation during test well construction, test pumping, and water quality sampling.
- Assist City with collection of water quality samples.

Task 340 – Test Well Aquifer Investigation

- Evaluate test pumping data and analyze anticipated aquifer characteristics.
- Develop preliminary well construction details and potential yield.
- Evaluate water quality data.
- Summarize test well data in memorandum.
- Conduct meeting with City to review test well data.
- Meet with City Council to review test well data and respond to questions.

Key Understandings and Assumptions:

- Well Driller to be contracted with City and not retained by HDR.
- Final test hole locations will be determined through coordination with City and will be dependent on landowner access agreements.
- The scope of work includes evaluation of up to thirteen (13) test hole locations and up to four (4) test wells (one in each of the four potential expansion areas).
- The scope of work includes 150 hours of onsite field observation by HDR hydrogeologist during test hole drilling (15 – ten hour days).

- The scope of work includes 200 hours of onsite field observations by HDR hydrogeologist during test well construction and test pumping (20 – ten hour days).
- Well Driller will be required to collect two sets of formation samples at each test hole location. One set will be stored by HDR until Contracted tasks have been completed. The other set would be submitted by Well Driller for sieve analysis.
- Data from test holes and subsequent test wells will be transmitted by Well Driller to HDR for review and evaluation.
- Preliminary aquifer yield projections will be based on analytical calculations using data collected during test pumping. Regional groundwater flow modeling is not included in the scope of work.
- With assistance from Well Driller, City will collect water quality samples. Lab costs for water sample analyses will be paid for directly by City, if beyond those analyses self-performed by City.

Meetings/Travel:

- Teleconferences as needed.
- Travel from Kansas City, MO for HDR hydrogeologist.
- One (1) meeting for review of Test Hole Data Summary Memorandum to be held at City office.
- One (1) meeting for review of Test Well Data Summary Memorandum to be held at City office.
- One (1) meeting with City Council to summarize Test Well Data Summary Memorandum and answer questions.

Task Deliverables:

- Test hole observation daily report(s) as electronic PDFs.
- Drillers log, sieve analysis, and E-log prepared by Well Driller at each test hole.
- Test Hole Data Summary Memorandum as electronic PDF.
- Test well observation daily report(s) as electronic PDFs.
- Test pumping data prepared by Well Driller.
- Test Well Data Summary Memorandum as electronic PDF.
- City Council Meeting presentation and/or handout delivered as electronic PDF.

TASK SERIES 400 – SOURCE WATER SUPPLY ALTERNATIVES EVALUATION (NOT USED)

PRELIMINARY SCHEDULE

HDR will perform services detailed herein following notice to proceed from OWNER. Preliminary dates are identified below. A detailed schedule will be developed and maintained upon Project initiation.

Task	Completion Date ⁽⁴⁾
Notice To Proceed	Dec. / Jan. 2024
Test Drilling Package ⁽¹⁾	January 2025
Driller Completes Test Hole Drilling ⁽²⁾	March 2025
Test Hole Data Summary Memorandum	April 2025
Driller Completes Test Well Construction and Testing ⁽³⁾	June 2025
Test Well Data Summary Memorandum	July 2025

Notes

- (1) Test Drilling Package delivery date will be coordinated with City.
- (2) Exploratory drilling schedule will be dependent on obtaining landowner access provisions and schedule of drillers. Preliminary Completion Date assumes one month to select Well Driller and execute contract, followed by one month to complete test drilling. Sieve analysis data would follow.
- (3) Test well construction schedule will be dependent on obtaining landowner access provisions and schedule of drillers. Preliminary Completion Date assumes four test well sites with two weeks per site.
- (4) It is understood that the City would prefer to complete exploratory drilling and testing in the spring to avoid interfering with agricultural production. We would work with the selected Well Driller and make every effort to expedite this portion of the work and/or minimize impact to agricultural areas with final test well site selection.

City of Waverly, NE
Test Well Siting Study
Estimated Fee and Labor Summary
HDR Engineering, Inc.
12/5/2024

ESTIMATED HOURS AND FEE BY TASK					
Project Tasks	TOTAL HOURS	TOTAL LABOR FEE	TOTAL EXPENSE	TOTAL SUBS	TOTAL FEE
TASK SERIES 100: Project Administration	72	\$ 11,970	\$ 60	\$ -	\$ 12,030
TASK SERIES 200: Test Drilling Package Development	96	\$ 14,290	\$ -	\$ -	\$ 14,290
TASK SERIES 300: Test Hole/Well Data Review	443	\$ 67,690	\$ 8,410	\$ 30,880	\$ 106,980
<i>Task 310 - Data Collection and Field Investigation (Test Hole Drilling)</i>	150	\$ 23,180	\$ 3,670	\$ -	\$ 26,850
<i>Task 330 - Data Collection and Field Investigation (Test Well)</i>	200	\$ 30,610	\$ 4,570	\$ -	\$ 35,180
TASK SERIES 400: Source Water Supply Alternatives Evaluation	0	\$ -	\$ -	\$ -	\$ -
TOTALS	611	\$ 93,950	\$ 8,470	\$ 30,880	\$ 133,300



October 18, 2024

City of Waverly
Tracey Whyman, Public Works Director
14130 Lancashire Street, PO Box 427
Waverly, NE 68462

RE: City of Waverly
Test Well Program
JEO Project No. 242161.00

Dear Mr. Whyman:

We understand that the City of Waverly desires to implement a test well program to identify the viability of expanding the existing well field and/or creating a new well field to serve the community. Enclosed please find JEO's standard short form agreement for services for this project. Please review, and if acceptable, sign and return a copy to us for our records.

The first part is the standard terms that are applicable to the entire agreement. Exhibit A defines the work that JEO expects to perform as part of basic services and examples of the types of work that may be required as additional services along with JEO's fees for services. Exhibit B defines general conditions of the agreement including the level of insurance provided by JEO.

We propose that I will be JEO's Project Manager and that Aaron Beauclair will be the lead project engineer for this project. We ask that you designate a representative for JEO to work with that has the authority to give direction and act on your behalf during the project.

This agreement will be open for acceptance for 60 days unless changed by us in writing. If you have any questions, please contact us at your convenience. JEO is excited about the opportunity to work with the City of Waverly on this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tim Adams', written in a cursive style.

Tim Adams, PE
Department Leader

Enclosures



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of the date signed by the Owner between City of Waverly (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Test Well Program (“Project”).

JEO Project Number: 242161.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 Owner Responsibilities

A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

B. The fee for the Project is:

Project Management Phase:	\$ 2,500.00	Lump Sum
Test Well Program Phase:	\$ 47,500.00	Lump Sum
Test Hole and Test Well Drilling Support Phase:	\$ 5,000.00	Hourly [40 Hours Estimated]*
Total Estimated Fee:	\$ 55,000.00	

*Engineer’s estimate of the hourly amounts that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement. Owner shall notify Engineer if they wish for the Engineer to reduce or stop providing hourly services. Engineer shall be paid for all services rendered up to being notified.

C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

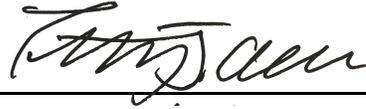
4.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Waverly

Engineer: JEO Consulting Group, Inc.



By: _____

By: Tim Adams, PE

Title: _____

Title: Department Leader

Date Signed: _____

Date Signed: October 18, 2024

Address for giving notices:

Address for giving notices:

City of Waverly

JEO Consulting Group, Inc.

14130 Lancashire Street

2000 Q Street, Suite 500

Waverly, NE 68462

Lincoln, NE 68503

SCOPE OF SERVICES

PROJECT DESCRIPTION:

The City of Waverly [Owner] desires to implement a test well program to identify the viability of expanding the existing well field and/or creating a new well field to serve the community. This project includes coordination for the subsurface investigation of up to thirteen [13] potential well sites as identified in the 2024 Well Siting Report prepared by Olsson. The subsurface investigation, which will be completed by a well driller contracted separately by the Owner, shall include drilling of test holes and test wells, analysis of formations encountered, sieve analysis of the water producing formation, test well pumping, and water quality analysis.

JEO will provide engineering support throughout the process beginning with soliciting bids for test holes on up to thirteen [13] potential well sites. Test hole data will be reviewed, and recommendations will be made regarding which sites should be considered for test wells. Engineering support will be provided during the test well drilling, and recommendations will be made regarding which sites should be selected for production wells. It is assumed that up to seven [7] of the thirteen [13] potential sites will be recommended for production wells. Finally, construction cost estimates will be compiled for up to seven [7] recommended production well sites. A brief technical memo will organize data and compile the results and recommendations of the test well program.

BASIC SERVICES [LUMP SUM]

PROJECT MANAGEMENT PHASE:

- A. Prepare for and conduct a project kickoff meeting with the Owner to discuss the project scope and schedule. **[1 Meeting]**
- B. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
- C. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
- D. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
- E. Review billed hours by design team and prepare invoice statements for Owner.

TEST WELL PROGRAM PHASE:

Well Site Approvals:

- A. It is assumed that the Owner will coordinate with property owners to obtain right of entry for drilling of test holes and/or test wells.
- B. Upon confirmation of property right of entry, JEO will complete well site applications for NDEE and NRD for up to thirteen [13] potential well sites.
- C. Owner to meet with NDEE site inspector and place stake at each test hole location.
- D. Coordinate with NDEE and NRD to seek variances, if required, to obtain well site approval for up to thirteen [13] potential sites.

Exhibit A – Test Well Program

Test Hole and Test Well Drilling Coordination:

- A. Prepare a Request for Proposal (RFP) package for test hole and test well drilling and analysis.
 - a. RFP package shall include Instructions for Proposal, Proposal Form, Owner-Contractor Agreement, and Insurance & Bonding requirements.
 - b. RFP package to be structured to collect test hole data for up to thirteen (13) potential well sites. Well driller will then mobilize a second time to drill test wells after test hole data review.
- B. Distribute RFP documents to prospective well drillers and other interested parties.
- C. Respond to inquiries from prospective well drillers and prepare and issue any addenda required.
- D. Assist Owner with collecting and opening proposals. **[1 Meeting]**
- E. Tabulate and analyze proposals and send information electronically to the Owner. A written recommendation will be provided by the Engineer to assist the Owner in award of the contract.
- F. Notify selected Contractor of award.
- G. Prepare, coordinate, and process the assembly and execution of the contract including review of insurance and bonding documents submitted by the Contractor for compliance with RFP requirements.
- H. Submit contract with insurance and bonding documents for approval by Owner and Owner's legal counsel.
- I. Receive and process Notice to Proceed from Owner to the Contractor.

Test Hole Data Review:

- A. Review data obtained from up to thirteen [13] test holes and provide a summary of the results.
- B. Assess viability of a production well at each well location and recommend test wells in collaboration with Owner.
- C. Prepare for and conduct a meeting with the Owner to discuss the test hole data analysis and recommended test well locations. **[1 Meeting]**
- D. Notify well driller of test well locations and provide Notice to Proceed on behalf of the Owner.

Test Well Data Review:

- A. Review data obtained from up to thirteen [13] test wells and provide a summary of the results.
- B. Provide an engineering evaluation of the test well locations, including water quality results, water quantity, and other considerations.
- C. Develop opinions of probable cost for up to seven [7] production wells. Opinions of probable cost shall include costs associated with land acquisition and easements, legal, engineering, construction, equipment, contingencies, and financing.
- D. Provide preliminary sketches or drawings showing the seven [7] production well sites.
- E. Compile technical memorandum including results and analysis for up to thirteen [13] test holes and test wells, and detailed options of cost and site figures for up to seven [7] production wells.
- F. Prepare for and conduct a meeting with the Owner to discuss the test well data analysis and recommended production well locations. **[1 Meeting]**
- G. Attend a City Council meeting to discuss the results of the test well program and the recommendations **[1 Meeting]**.

FIELD SERVICES [HOURLY]

TEST HOLE AND TEST WELL DRILLING SUPPORT PHASE:

- A. Provide limited on-site engineering support while well driller is on-site.
- B. Answer contractor questions during test hole/test well drilling.
- C. Verify drilling methods used and document progress.
- D. Compile results for office review.

MEETINGS INCLUDED WITHIN SCOPE OF SERVICES:

- A. Project Kickoff Meeting [***1 Meeting***]
- B. Test Hole and Test Well Proposal Opening [***1 Meeting***]
- C. Test Hole Data Review Meeting [***1 Meeting***]
- D. Test Well Data Review Meeting [***1 Meeting***]
- E. Present Results at City Council Meeting [***1 Meeting***]

ESTIMATED TIME FRAME:

- A. Project Kickoff Meeting: 30 Calendar Days from Notice to Proceed.
- B. Test Hole and Test Well Proposal Opening: 90 Calendar Days from Project Kickoff Meeting.
- C. Test Hole Data Review Meeting: 90 Calendar Days from Receipt of All Test Hole Results
- D. Test Well Data Review Meeting: 90 Calendar Days from Receipt of All Test Well Results
- E. Council Meeting Update: 30 Calendar Days from Test Well Data Review Meeting

ADDITIONAL SERVICES [NOT INCLUDED, BUT CAN BE INCLUDED UPON REQUEST]:

- A. Drilling of test holes and/or test wells, formation analysis, sieve analysis, test well pumping, and water quality analysis.
- B. Design of production wells including preparation of plans and/or specifications.
- C. Topographic and/or boundary survey of potential well sites.
- D. Staking of test hole and/or test wells. Owner to mark exact locations.
- E. Easement acquisition assistance and/or negotiations with property owners.
- F. Coordination with property owners for right of entry.
- G. Geotechnical investigations, reports, and/or testing services.
- H. Environmental assessment services.
- I. Water quality testing services.
- J. Obtaining any regulatory approvals beyond the Nebraska Department of Environment and Energy (NDEE) and the local Nebraska Natural Resources District (NRD).
- K. Payment of publishing, regulatory review, and/or permitting fees.
- L. Attendance at any meetings not identified in the scope of services.
- M. Any other item not outlined in the scope of services.

CITY OF WAVERLY RESPONSIBILITIES:

- A. Coordinate right of entry with property owners at all potential well sites.
- B. Obtain access/right of entry for NDEE inspector and well driller.
- C. Mark test hole locations.

JEO CONSULTING GROUP INC ▪ JEO ARCHITECTURE INC

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement

shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other

JEO CONSULTING GROUP INC ▪ JEO ARCHITECTURE INC

harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

- a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
- b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
- c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

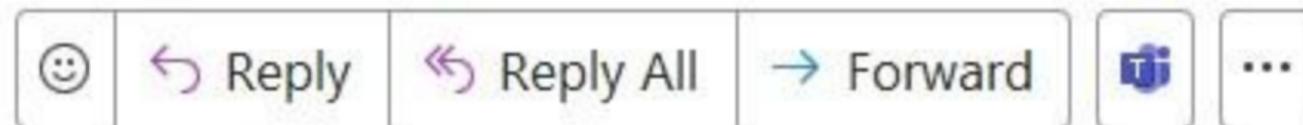
18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

RE: test well rfp



Aaron Beauclair <abeauclair@jeo.com>

To  Tracey Whyman



Wed 12/4/2024 3:39 PM

Hi Tracey,

We have 40 hours for on site support. The other phases are lump sum, so we are going to deliver the scope as agreed regardless of the number of hours required. In total, we estimated about 330 hours would be required of JEO staff to provide the scope in the agreement.

Aaron Beauclair

o: 402.474.8744 | **m:** 402.413.9813

JEO Consulting Group



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

December 4, 2024

City of Waverly
Attn: Tracey Whyman
14130 Lancashire St
Waverly, NE 68462

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Test Well Siting Study (the "Project")
Waverly, Nebraska

Dear Tracey Whyman:

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

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

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

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

SCHEDULE FOR OLSSON'S SERVICES

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

Anticipated Start Date: January 2, 2025
Anticipated Completion Date: September 30, 2025

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

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services on an hourly cost basis times a factor of 3.085 for services rendered by our principals and employees engaged directly on the Project, and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Work Order. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed Seventy-Seven Thousand and Five Hundred Dollars (\$77,500).

TERMS AND CONDITIONS OF SERVICE

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

Client's designated Project Representative shall be _____.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson via email: okillham@olsson.com. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 
Owen Killham, PE

By 
Craig Reinsch, PE

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

CITY OF WAVERLY

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

Scope of Services

Engineering Fee Estimate

General Provisions

Standard Labor Rate Schedule

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated December 4, 2024 between the City of Waverly (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Waverly, Nebraska

Project Description: Test Well Siting Study

SCOPE OF SERVICES

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

Phase 100 – Project Administration

Task 101 – Project Kickoff Meeting

Conduct a project kickoff meeting with the City at the Waverly City Offices to refine project scope, review and discuss up to thirteen (13) potential well sites, identify specific project goals, desired well yield, establish schedule for completion, and establish channels of communication. Olsson will prepare and distribute minutes of the meeting.

Task 102 – General Project Administration

Gather information from the City, NDEE, LPSNRD, and NDNR regarding permit administration for test holes and test wells. Review the previous City water study and well siting study.

Provide monthly progress updates, review project hours and invoices for engineering services. Coordinate with the Client’s representatives as needed for project updates or inquiries. Coordinate with the well driller, review and distribute well drillers’ pay applications to the City.

Task 103 – Additional Meetings [optional on a Time & Materials basis]

Upon request, Olsson will conduct up to two (2) additional meetings with the City to discuss project administration or project progress as needed, on a Time and Materials basis. It is assumed that meetings included under this task will be held virtually, via Teams or Zoom, at the Client’s option. The estimated cost per additional meeting is \$1,800.00, billed on a Time and Materials basis.

Phase 200 – Test Hole Sites

Task 201 – Permits

Complete and apply for permits from NDEE (Form 127) and LPSNRD (Preliminary Well Construction Permit) for up to thirteen (13) test hole sites previously identified in the 2023 well siting study by Olsson. Olsson will submit the NDEE Form 127 to the State, schedule, coordinate, and attend a site visit for each, confirming that each site meets setback and other siting requirements. Coordinate with regulatory agencies to approve the proposed well sites. Should a well site be rejected by the State, Olsson will prepare and submit a letter justifying its approval.

Fees associated with permits will be paid by the Client and are not included within the scope of this project. Note that the well driller will be responsible for registering the test well(s) with NDNR after construction.

Task 202 – Driller Bidding

Preparation & Coordination

Develop test hole and test well drilling and pumping plans, which consist of determining the extent and layout of the bore holes and temporary wells to be used in determining the hydraulic characteristics of the aquifer for the possible well site. Hydraulic and physical characteristics will include available pumping rate, aquifer drawdown, aquifer lithology via sieve analysis of the samples extracted, electronic logging of the aquifer, screen and gravel pack recommendations, test pumping, and water samples.

Using the test hole and test well drilling and pumping plans, Olsson will solicit proposals from well drilling contractors for test hole borings and subsequent installation and abandonment of the test wells on viable sites, which will be summarized in a bid tabulation. The Contractor shall prepare written analysis logs of each test hole and well and submit to Olsson for review. Test holes and test wells will be bid on an “each” unit cost basis, since the number of test wells needed will be dependent on test hole results. The costs associated with drilling the test holes and test well(s) shall be borne by the City and are not included in this contract.

Olsson will coordinate the issuance of notices to bidders and the production and distribution of bidding documents. Invitations will be sent directly to contractors whom Olsson and/or the Client know will be interested in the project. All bids will be mailed directly to Olsson for review, and a public bid opening will not be held.

Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, if needed, to provide clarification to questions. The Client will be informed on a regular basis of project changes resulting from bidders' questions.

Bids properly received will be reviewed. Inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will make the bid tabulation available to bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

Task 203 – Test Hole Drilling & Coordination

Olsson will be present on site during the test hole drilling for up to eight (8) hours for each of up to thirteen (13) test hole sites. Olsson will coordinate dates for drilling with the Contractor and update the City as needed. Field reports will be prepared and distributed after the site visits.

Phase 300 – Review Test Hole Data

Task 301 – Review Test Hole Data

Review the test hole data provided by the Contractor for up to thirteen (13) sites and provide a summary of each in a memo provided to the Client. Upon completion of drilling a test hole, it is assumed that the well driller can provide feedback on the estimated production rate to make an initial decision to abandon a site immediately or proceed with test pumping.

Task 302 – Test Hole Review Meeting

Conduct an in-person meeting with the City to review the test hole data and review potential sites to move forward with test well drilling. Olsson will prepare and distribute minutes of the meeting.

Phase 400 – Test Well Sites

Task 401 – Test Well Drilling & Coordination

Coordinate with well driller to schedule drilling dates for up to thirteen (13) test wells at the sites identified in the previous Phase. No observation is assumed for the construction of test wells, this task assumes that Olsson coordinates from the office with the Contractor, who will collect the information at each test well site. The Contractor will also collect water quality samples at each test well to further determine the viability of each site to serve as a municipal water well, subsidiary to their contract.

Olsson will observe the Contractor setting up testing for the first test well and prepare a construction report for the City summarizing the means and methods of collecting data. The fee assumes that no further field observation of test wells will occur during the project.

Phase 500 – Review Test Well Data

Task 501 – Review and Summarize Test Well Data

Review and analyze data from up to thirteen (13) test wells provided by the well contractor, to be summarized in a short technical memorandum. This includes the available pumping rates, aquifer drawdown, and water quality. Based on this data, recommend the viability of a permanent municipal well in the studied area.

Task 502 – 95% Meeting

Conduct an in-person meeting with the City at 95% to review the potential well site(s). Olsson will prepare and distribute minutes of the meeting.

Task 503 – Council Presentation

Attend a council meeting after 100% completion to present a summary of results of the test hole and test well analysis. Present the recommendations for future areas of water production for the City.

EXCLUSIONS AND ASSUMPTIONS

- This scope of work assumes the described work for thirteen (13) test holes and test wells. If additional sites are to be investigated, work will be conducted via contract amendment.
- The City is responsible for any permit fees for well site applications.
- The City is responsible for land negotiation, purchasing, legal services, and/or easements prior to test hole and test well drilling, and obtaining permission to mobilize on private property.
- Water quality sample fees will be part of the well driller's bid price.
- The costs associated with drilling and abandoning the test holes and test wells shall be borne by the City, based on the accepted bid prices.
- Design phase services for a new well or treatment are not included, but can be completed upon request for an additional fee.
- This scope does not include any additional permitting besides those required for siting a test well – (NDEE Form 127) and LPSNRD Preliminary Well Construction Permit.
- Well driller will be responsible for registering the test well(s) with NDNR after construction.

- Environmental permitting (i.e. wetland delineation, Army Corps of Engineers permits, agency consultation, etc.) is not included in this scope.
- This scope assumes that the City will move forward with up to four (4) test wells. Services to coordinate and evaluate additional test wells can be completed on a Time & Materials basis as Optional Additional Services upon request.
- This scope excludes the placement of bid documents in official publications or bidding services.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

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

Date: 04-Dec-24

Project: Waverly Well Siting Study

		TOTALS			
Phase/ Task	Description of Work	Total Man-Days	Total Labor Fee	Total Expense Fee	Total Fee
100	Project Administration/Management				
101	Kickoff Meeting	1.50	\$ 2,000.00	\$ 103.70	\$ 2,103.70
102	General Project Administration	4.38	\$ 6,575.00	\$ -	\$ 6,575.00
103B	<i>Additional Meetings (Additional Time and Materials Cost)</i>	1.25	\$ 1,726.00	\$ -	\$ 1,726.00
200	Test Hole Sites				
201	Permitting & Site Visits	7.13	\$ 8,521.00	\$ 50.10	\$ 8,571.10
202	Prepare Bid Package	3.75	\$ 4,298.00	\$ -	\$ 4,298.00
202	Analyze, Recommend, & Process Bids	1.25	\$ 1,417.00	\$ -	\$ 1,417.00
203	Well Driller Coordination & Test Hole Observation	13.25	\$ 14,700.00	\$ 334.00	\$ 15,034.00
300	Review Test Hole Data				
301	Review & Summarize Test Hole Data	8.13	\$ 11,219.00	\$ -	\$ 11,219.00
302	Meeting to Review Data	1.50	\$ 2,000.00	\$ 73.70	\$ 2,073.70
400	Test Well Sites				
401	Coordinate with Driller & Permits	3.50	\$ 4,014.00	\$ -	\$ 4,014.00
401	First Test Well Observation	1.00	\$ 1,096.00	\$ 20.10	\$ 1,116.10
500	Review Test Well Data				
501	Review and Summarize Test Well Data (Memo)	10.75	\$ 12,494.00	\$ -	\$ 12,494.00
501	QAQC	1.25	\$ 1,736.00	\$ -	\$ 1,736.00
502	95% Review Meeting	2.50	\$ 3,452.00	\$ 103.70	\$ 3,555.70
503	Council Meeting Presentation	2.38	\$ 3,189.00	\$ 103.70	\$ 3,292.70
GRAND TOTAL (excluding Task 103B)		62.27	\$ 76,711.00	\$ 789.00	\$ 77,500.00

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated December 4, 2024 between City of Waverly ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

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

SECTION 1—OLSSON'S SCOPE OF SERVICES

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

SECTION 2—ADDITIONAL SERVICES

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

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

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

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

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

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

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

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

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

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

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

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

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

2.2.12 Preparation of operating and maintenance manuals.

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

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

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

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

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

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

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

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

SECTION 3—CLIENT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.8 Client shall bear sole responsibility for:

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

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

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

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

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

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

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

SECTION 4—MEANING OF TERMS

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

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

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

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

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

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

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

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

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

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

SECTION 5—TERMINATION

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

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

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

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

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

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

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

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

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

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

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

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

6.2 Arbitration or Litigation

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

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

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

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

6.3 Certification of Merit

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

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

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

7.2 Electronic Files

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

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

7.3 Opinion of Probable Cost

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

7.4 Prevailing Wages

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

7.5 Samples

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

7.6 Standard of Care

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

7.7 Force Majeure

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

7.8 Equal Employment Opportunity

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

7.9 Confidentiality

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.11 Controlling Law and Venue

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

7.12 Subconsultants

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

7.13 Assignment

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

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

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

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

7.14 Indemnity

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

7.15 Limitation on Damages

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

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

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

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

7.16 Entire Agreement/Severability

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

2024 Olsson Billing Rate Schedule

Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
Market Leader	\$ 384.00
Geography/Discipline Leader	\$ 375.00
Sector Leader	\$ 333.00
Technical Expert/Sr Project Manager	\$ 290.00
Client Relationship Manager	\$ 290.00
Senior Team Leader	\$ 273.00
Group Leader	\$ 239.00
Client Manager/Project Manager	\$ 239.00
Associate Project Manager	\$ 222.00
Lead Engineer	\$ 239.00
Senior Engineer	\$ 212.00
Project Engineer	\$ 188.00
Engineer	\$ 162.00
Associate Engineer	\$ 142.00
Assistant Engineer	\$ 126.00
Lead Scientist	\$ 215.00
Senior Scientist	\$ 188.00
Project Scientist	\$ 155.00
Scientist	\$ 131.00
Associate Scientist	\$ 116.00
Assistant Scientist	\$ 101.00
Lead Planner	\$ 218.00
Senior Planner	\$ 193.00
Project Planner	\$ 159.00
Planner	\$ 138.00
Associate Planner	\$ 119.00
Assistant Planner	\$ 102.00
Lead Landscape Architect	\$ 218.00
Senior Landscape Architect	\$ 191.00
Project Landscape Architect	\$ 160.00
Landscape Architect	\$ 140.00
Associate Landscape Designer	\$ 121.00
Assistant Landscape Designer	\$ 106.00
Commissioning Manager/Technical Manager	\$ 242.00
Commissioning Agent	\$ 213.00
Commissioning Senior Technician	\$ 181.00
Commissioning Associate Technician	\$ 155.00
Commissioning Assistant Technician	\$ 128.00
Design Manager/Technical Manager	\$ 176.00
Design Associate	\$ 141.00
Senior Technician	\$ 114.00
Associate Technician	\$ 97.00
Assistant Technician	\$ 84.00

2024 Olsson Billing Rate Schedule

Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
GIS Specialist	\$ 173.00
Senior Systems Specialist	\$ 190.00
Stormwater Compliance Leader/Specialist	\$ 197.00
Stormwater Compliance Specilst/Sr Coord	\$ 151.00
Stormwater Compliance Coordinator	\$ 119.00
Stormwater Compliance Assistant	\$ 93.00
Student Intern - Level 3	\$ 98.00
Student Intern - Level 2	\$ 84.00
Student Intern - Level 1	\$ 70.00
Public Engagement Specialist	\$ 134.00
Public Engagement Senior Coordinator	\$ 134.00
Public Engagement Coordinator	\$ 105.00
Public Engagement Assistant	\$ 88.00
Administrative Senior Specialist/Leader	\$ 140.00
Project Senior Coordinator	\$ 132.00
Administrative Senior Coordinator	\$ 107.00
Project Coordinator	\$ 100.00
Administrative Coordinator	\$ 85.00
Administrative Assistant	\$ 72.00

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

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

City of
Waverly

**Test Well
Siting Study**

**Proposal for Professional
Services**

November 22, 2024

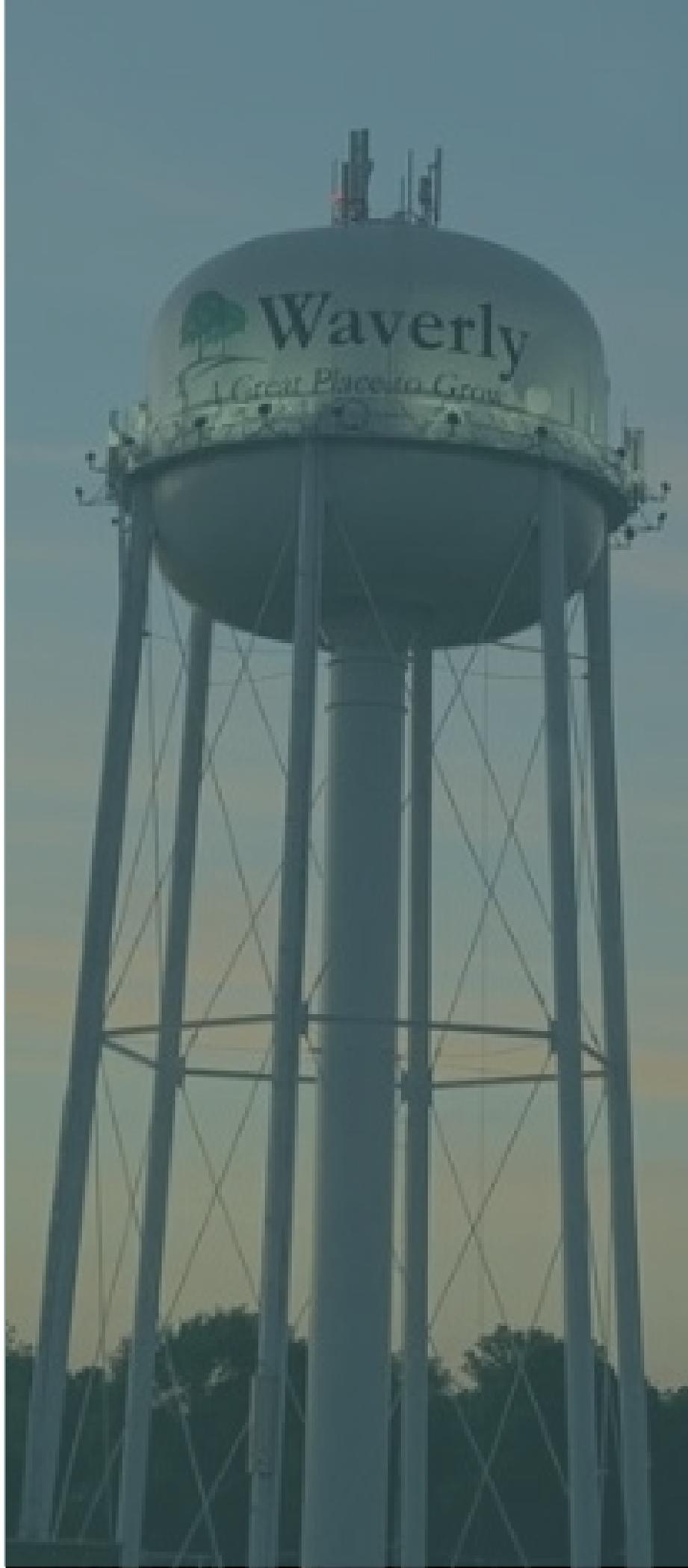


Table of Contents

Section One – Firm Introduction	1
Summary of Snyder & Associates, Inc.	
Summary of LRE Water	
Section Two – Project Approach	3
Project Understanding	
Project Approach	
Section Three – Similar Work	13
Project Experience	
Section Four – Project Team	19
Organizational Chart	
Key Personnel Resumes	
Section Five – Schedule & Fees	22
Project Schedule	
Project Fees	

November 22, 2024

City of Waverly
Attn: Tracey Whyman, Director of Public Works
14130 Lancashire Street
Waverly, NE 68462

RE: Proposal for Test Well Siting Study

Dear Selection Committee,

The City of Waverly (City) faces challenges with its public water supply due to population growth with increasing demand, declining groundwater static water levels, elevated nitrate concentrations, and unpredictable drought conditions. To address this, the City plans to increase its water system capacity by installing new Public Water Supply (PWS) wells in areas with low nitrate contamination and sufficient groundwater resiliency. Multiple studies have been completed to outline the requirements for a safe, sustainable groundwater supply, and will be used as the groundwork for this Test Well Siting Study (Study).

Snyder & Associates, Inc., a multidisciplinary civil engineering, planning, and design firm, recently designed a water and sewer expansion for the City. Snyder specializes in meeting the engineering needs of municipalities. Snyder will be partnering with **LRE Water**, a firm with over 100 technical staff focused on water resources, to complete the project. Their expertise in hydrogeology and high capacity well siting and design complements Snyder's infrastructure design services and provides a local presence in the Lincoln area.

Key Aspects of the Project Team

- **Strong Relationship with the City:** Snyder's recent collaboration with the City has provided valuable insights into its operations and communication practices, ensuring project success.
- **In-Depth Local Hydrogeologic Knowledge:** LRE Water's staff supported the construction of a groundwater flow model for the City's Wellhead Protection (WHP) Area delineation and completed a Hydrogeologic Assessment and 3D AEM Framework for the Lower Platte South Natural Resources District. This data supports the siting of test holes and provides another tool that can be used in the future to forecast impacts on the aquifer.
- **Project Success:** Reviewing existing reports, screening sites using hydrogeologic data, and ensuring high-quality data from test holes and wells are critical. Our team's rapport with local well drilling contractors ensures accuracy and success.
- **Passionate Experts:** Our Project Team have worked together to complete three projects for communities that are similar to yours. Our team is passionate about what they do, providing the best and most effective solutions that are cost conscious. We will work with the City to develop a shared understanding of the existing conditions of the area and the improvements required to meet the City's long-term goals.

We appreciate this opportunity to present our proposal and express our strong commitment to providing quality and responsive professional services for the City of Waverly. We look forward to your favorable consideration of our Team. Chadd Kahlsdorf has been assigned as the project manager to this project. Please contact him at (509) 554-0833 or at ckahlsdorf@snyder-associates.com if you have any questions.

Respectfully,



SNYDER & ASSOCIATES, INC.
Chadd Kahlsdorf, PE, PMP
Project Manager



SNYDER & ASSOCIATES, INC.
Barbara Johnston, PE
Client Manager

About Snyder and Associates

Snyder & Associates is a multidisciplinary civil engineering, planning, and design firm serving communities throughout the Midwest. We regard ourselves as an integrated team of problem solvers — aspiring to think beyond engineering to deliver solutions that improve the quality of life for our clients. Our comprehensive services allow for us to manage all aspects of your project from start to finish — providing sustainable solutions and the critical information you require to make informed decisions. Our forward-thinking professionals are our greatest asset, proactively addressing infrastructure challenges with your immediate and future needs in mind.

300+

DEDICATED
EMPLOYEES

1700+

ANNUAL
PROJECTS

20+

STATE
LICENSES

93%

REPEAT
BUSINESS

Our firm's unwavering commitment to our client's success has allowed us to build decades-long relationships with communities of all sizes. These partnerships have enabled us to grow our firm from a single location in central Iowa to thirteen offices spanning five Midwestern states. Our solid reputation and growing footprint allow us to attract professionals that have the knowledge and experience to solve the unique issues that exist in each of the regions we serve and call home.

Prioritizing Your Goals

When you enlist the services of the Snyder & Associates team for your engineering needs, you'll receive a thorough assessment of your project and a detailed roadmap for how to accomplish your goals most efficiently and cost-effectively. Always on the cutting edge of new technology and techniques, our dedicated and highly experienced team will provide your municipality with the highest quality solutions for your investment dollar. An open channel of communication with your community's decision-makers will ensure you're always informed and up to date with accurate and timely information.

Today, we remain true to our founding vision — while always striving to do better for our clients. With your communities' specific needs in mind, we'll assemble a skilled team of engineers, technicians, planners, and specialists to guide you every step of the way. Together, we'll explore all viable options so you can make informed decisions. From concept through final construction, we'll work to minimize your in-house administration and coordination needs — and help move your community forward into a thriving and prosperous future.

MUNICIPAL
ENGINEERING

WATER



STRUCTURAL

PUBLIC
SPACES

TRANSPORTATION

LAND
DEVELOPMENT

Areas of Expertise

Snyder & Associates, Inc. provides a significant depth of staff for this agreement, both in number and location. Our employees specialize in a broad range of civil engineering disciplines, including:

- Municipal Engineering
- Transportation Engineering
- Water and Wastewater Engineering
- Structural Engineering
- Environmental Engineering



Location of Responsible Office

Snyder & Associates
Omaha Office
11850 Nicholas Street
Suite 110
Omaha, NE 68154

About LRE Water

Snyder & Associates is partnering with LRE Water to complete this project. Our shared values and previous work experience will provide the City with a team that is second to none. Our in-depth knowledge of the local conditions and expertise in the well siting, water treatment and distribution systems, will provide the city a great value and meet the projects goals.

Since its founding in 1970, LRE Water has provided leadership in engineering and consulting services related to planning, managing, and developing water resources throughout the Midwest and western United States. With a local office based out of the Lincoln area, LRE Water currently has an interdisciplinary staff of 100 located in 11 offices west of the Mississippi River.

It is our unique combination of leadership and technical expertise that our clients rely upon when planning for and managing their most precious resource: *water*.

LRE Water offers professional hydrogeology, engineering, and science services, with a focus on water resource management and development. Our areas of expertise include well and wellfield siting, design and permitting; geologic logging and well construction oversight; aquifer characterization and groundwater modeling; managed aquifer recharge (MAR) and aquifer storage recharge (ASR) system design and optimization; surface water management and development; water rights evaluation; integrated water resource planning; water information technology; including water quality management. Our technical staff provide expert witness and litigation support services in the areas of hydrogeology, water rights, water engineering, and water valuation.

This response focuses on our hydrogeological services related to assessments for well siting, test hole and test well drilling oversight, and high-capacity well design and testing to support the City's Study.

LRE WATER OFFICE CONTACT INFORMATION

Lincoln, Nebraska
PO Box 81721
Lincoln, NE 68501-1721
402-416-4667
jon.mohr@LREWater.com



Project Understanding

The need for greater capacity for the City’s public water supply (PWS) is a critical step to ensuring the long-term sustainability of the community. Even with eight wells currently in service, the City has needed to implement water conservation actions and enforced several watering ban ordinances, creating a burden on residence and business owners. To alleviate this concern, the City is initiating this Test Well Siting Study (Study). Two past efforts have been completed to identify groundwater sources that will serve as a catalyst for the Study.

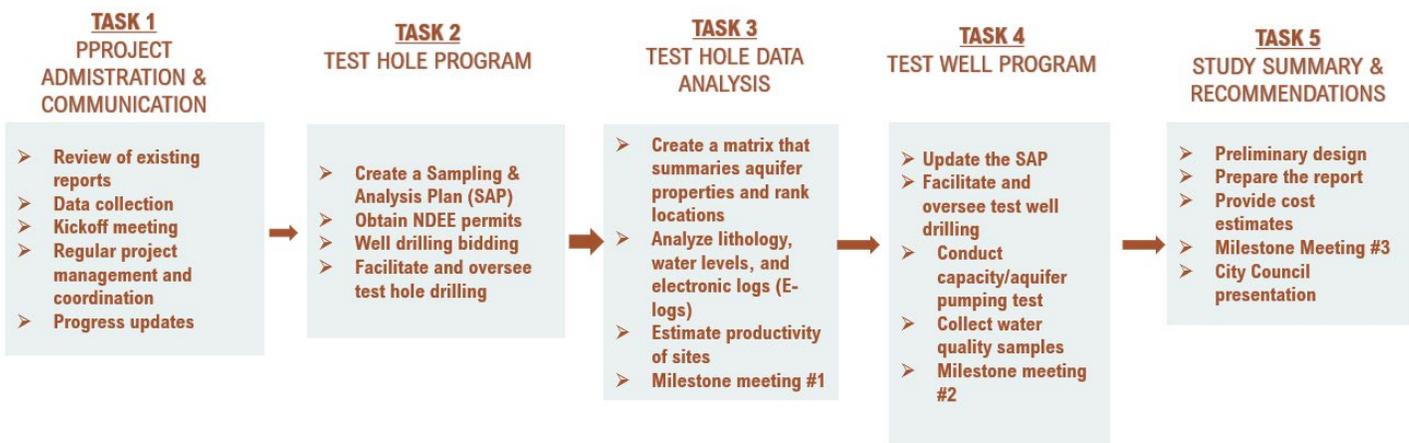
This Study aims to move the effort ahead by reevaluating the 13 previously identified test hole locations using existing data, selecting a final list of potential test hole sites, obtaining permits from the Nebraska Department of Environment and Energy (NDEE) to drill test holes/wells, selecting a highly-qualified well contractor, identifying an adequate number of test wells, and providing a summary and cost opinion for adding new groundwater capacity to the existing system.

Throughout completion of the Study, the Project Team will emphasize constant communication through regular staff updates. Furthermore, the Project Team will coordinate with the City, NDEE, Lower Platte South Natural Resources District (LPSNRD), the well contractor, property owners, and the public to **ensure the Study is completed in a transparent method.**

Project Approach

Since 2023, our Project Team has completed seven well siting assessments in Nebraska and numerous others throughout the Midwest. Our initial goal is to review all existing information, including the Hydrogeologic Report and 3D AEM Framework completed by LRE Water for LPSNRD in 2023 (LPSNRD Assessments). A major focus will be to perform precise logging of all test holes and provide a comprehensive engineering summary for the future of the City’s water supply. Below are the five tasks, to meet the objectives identified by the City, for completing the Study.

TEST WELL SITING STUDY APPROACH



TASK 1 – PROJECT ADMINISTRATION AND COMMUNICATION

Starting with the Kickoff Meeting, the Project Team will define the Study outcomes. Upon contract award, the Project Team will conduct an in-person meeting to outline the scope of the project, discuss expectations, review potential test hole locations, summarize the data within the LPSNRD reports, and ensure the Project Team is up-to-date on the progress of past studies.

Local Hydrogeologic Experience

The Project Team has reviewed the existing studies completed previously for the City. In general, this information provides a foundation of information that will be used to expand the Project Team’s understanding for Task 1 of the Study. In addition to the recent hydrogeologic assessment work completed for the City, LRE Water staff have previous experience working for the City and completing hydrogeologic assessment work in the area. **In 2019, LRE Water staff completed the groundwater model and report for the City’s WHP plan, and the NRD Assessments.**

The information noted above positions LRE Water to provide the most advantageous hydrogeologic services to complete the Study and provides Snyder with a solid foundation to complete the conceptual design and cost estimating. Our understanding of the hydrogeology near the City will allow us to effectively review the conclusions and recommendations already provided. Then, incorporating LRE Water’s in-house data and tools, the test hole locations will be finalized with City input. Specifically, LRE Water has an in-house hydrogeologic cross section tool that can leverage the existing LPSNRD database to more accurately understand aquifer thickness, extent, and grain size, compared to 2D mapping alone.

Additionally, LRE Water has compared hydrogeologic information from well and test hole logs to Airborne Electromagnetic (AEM) resistivity as part of the NRD Assessments. The LPSNRD’s cross sections, AEM analysis, and hydrogeology information will be efficiently cross referenced to the existing Study information to rank test hole locations for potential test well sites. An example of a hydrogeologic is shown in Figure 1.

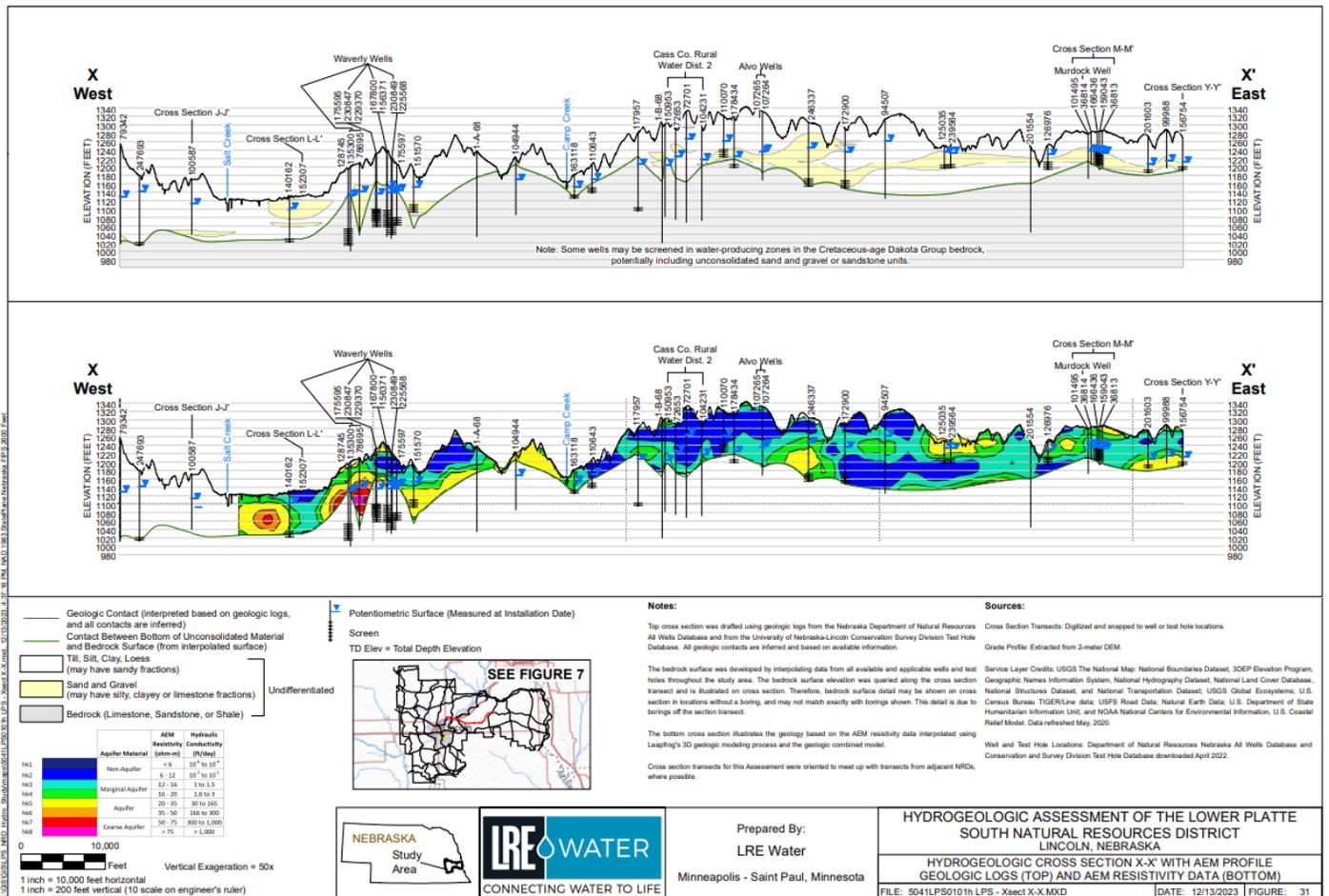


Figure 1: Hydrogeologic cross sections with geologic data (top) and AEM data shown (bottom).

Having the additional information will provide a much higher level of confidence in the final test hole locations, and without significant financial investment. Additionally, **there is the potential that the number of test hole and eventually test well locations can be reduced resulting in further significant cost savings to the City.** Using all available information allows the most cost-effective approach for this next phase of work. The Project Team has the expertise, data, and tools to find the best sites for the City's next supply wells.

Population Growth Projections

According to the 2023 Comprehensive Plan, the City's population is projected to increase by 1.5 times by 2033. Additionally, the Well Field Hydrogeology Report by Olsson anticipates a population growth from 4,532 to 6,734 by 2043, reflecting a similar 1.5-fold increase.

Water Demand Projections

The current maximum daily water demand is 1.5 million gallons per day (MGD) as per the City's 2023 Comprehensive Plan. With the projected population growth, the maximum daily demand is expected to rise to 2.25 MGD by 2043. Based on a preliminary assessment of existing well capacities and aquifer characteristics, the City would need three new wells, in addition to the existing wells, to meet this demand.

This task also includes regular project management, progress meetings as needed, and coordination with all partner agencies, including LPSNRD, NDEE, and the Nebraska Department of Natural Resources (NeDNR).

TASK 2 – TEST HOLE PROGRAM

The first action of Task 2 will be ensuring compliance with Title 179 through coordination with NDEE to obtain authorization for the test hole locations knowing some of these may ultimately be locations of City public supply wells.

- Supporting figures will be created using a Geographic Information System (GIS) to plot proposed test hole locations, 500- and 1,000-foot buffers, and locations of known wells and contaminant sources based upon a desktop review.
- The Project Team will complete Form 127, which outlines the approximate distance of the proposed test holes to potential contaminant sources and existing wells that may lie within setbacks regulated by NDEE.
- Form 127 and the maps for each test hole location will be submitted to NDEE's representative.
- The NDEE field representative will meet with City staff to review each location and provide guidance on any challenges present. The Project Team will not need to join the site visit.

The Project Team will prepare bid forms using a format preferred by the City and assist the City with contractor communication and responding to questions. This also includes reviewing responses, summarizing costs, and helping with the recommendation of a contractor to the City Council. It is assumed that the City will contract directly with the drilling contractor and analytical laboratory. Therefore, our proposal does not include these costs.

From this point, the major focus turns to field work, led by LRE Water. Local staff will be responsible for visiting each location and staking the location of the test holes. Then, a work schedule will be established that assumes up to two test holes completed per day, for an estimated total of 7 field days. To reduce costs, LRE Water will prepare a detailed test hole drilling work plan to include in the bidding documents for the contractor to follow. **This will allow LRE Water's hydrogeologist to visit the site only during critical times to log the geology and collect samples of the aquifer material made available at each test hole location.** The drilling contractor will be required to collect and preserve samples at determined intervals within each test hole. LRE Water will obtain the drillers log to supplement the data recording process. It is assumed that the City will obtain permission from all property owners to conduct the work. The drilling contractor will be responsible for clearances through Nebraska811.

LRE Water will be responsible for completing a Sampling and Analysis Plan (SAP) that includes:

- Background and purpose
- Health and Safety Plan (HASP)
- List of equipment
- Details on each test hole location, including assumed depths
- Grain size sampling and transportation procedures (sieve analysis samples)
- Field personnel contact information (City, contractor, NDEE, Snyder, LRE Water, and Nebraska State Health Lab)

The following attachments are typical for most SAPs used for test hole and test well projects:

- Figures
- Health and Safety Plan (HASP)
- Field Equipment and Sampling Checklist
- Field Data Collection Sheets
- Aquifer Pumping Test Work Plan
- Health Lab Sampling Instructions

Oversight of the drilling process is critical and highly recommended, as test hole programs are often adaptive based upon a variety of unforeseen circumstances such as unexpected lithology, mechanical breakdowns, utility conflicts, or disruptive property owners. The onsite staff will oversee the driller's mobilization and initiation of test hole drilling, observe drilling, create field notes, record field parameters, collect drill cuttings, and log the geology for future sieve analysis and well construction design at each location.

Typically, the drilling contractor will provide samples every 5 vertical feet for logging purposes by the onsite staff. It is also highly recommended to complete electronic logs (e-logs) which are continuous and detailed measurements of the physical properties of geologic formations obtained by the drilling contractor. E-logs will help identify thin layers of aquifer material (sand and gravel units), and non-aquifer material (fine-grained silt, loess, and clay). They are used as a supplemental source of data along with the boring log completed by the onsite hydrogeologist.

Following the test hole logging, samples will be collected for sieve analysis. Samples will be retained by LRE Water local staff to be packaged and shipped to Johnson Screens in Minnesota for analysis. The results will be used to support well construction design at each location.

TASK 3 – TEST HOLE DATA ANALYSIS

After completing all test hole borings, LRE Water will digitize the boring logs and compile all e-logs. This data will be compared to the existing hydrogeologic cross sections (see Figure 2) from the WHP Plan project and the LPSNRD Assessments. Based on the compiled data the suitable test hole site will be determined.

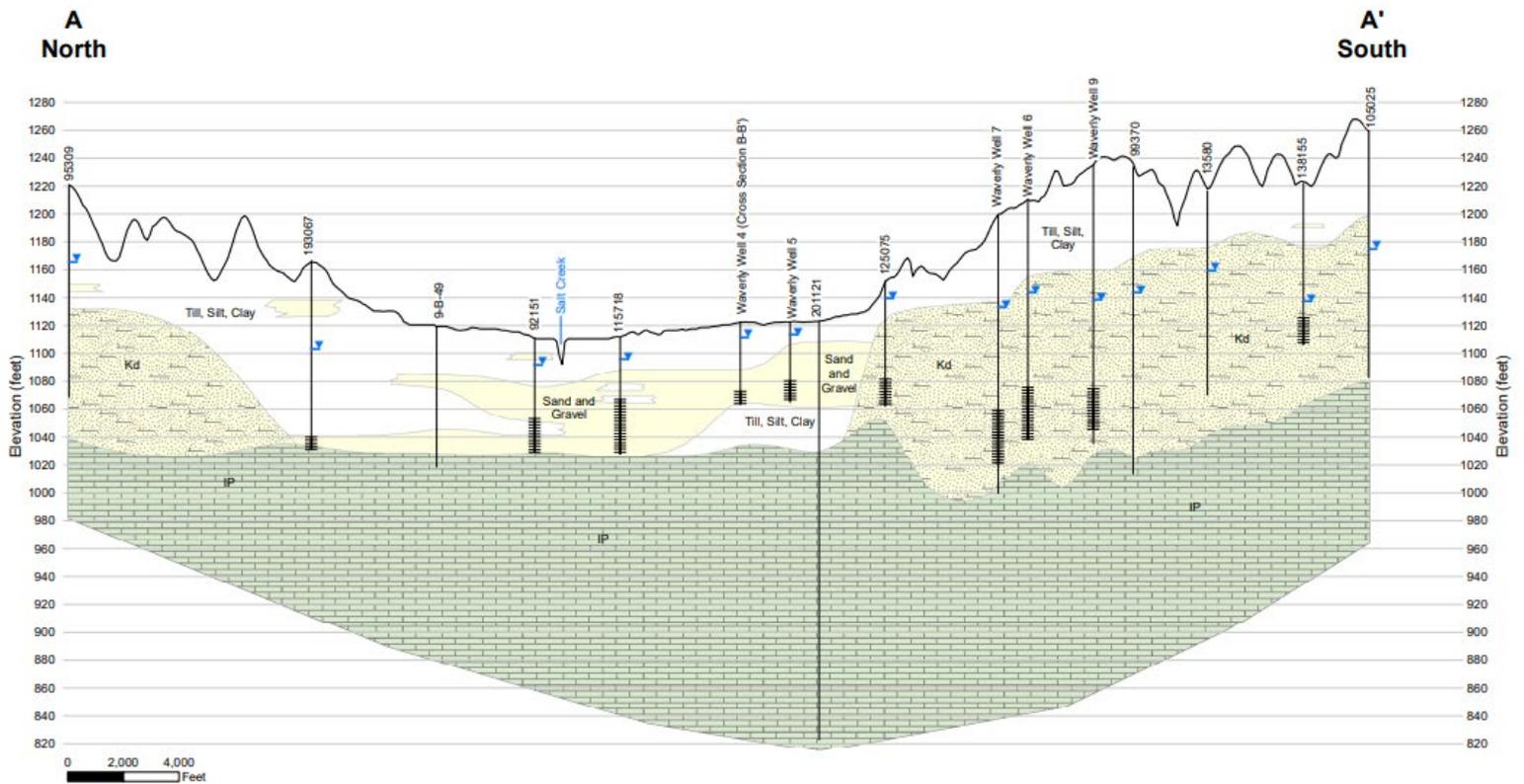


Figure 2: Illustration of the City's wells and aquifers as part of the WHP Groundwater Model.

A scoring matrix will be created that includes a variety of well and aquifer information such as: well depth, aquifer saturated thickness, available drawdown, thickness of protective clay layers, static water level, potential well screen interval, estimated pumping volume, and other key characteristics. All test hole sites will be ranked and prioritized, field work will pause, and a presentation will be prepared to communicate recommendations to City staff.

Milestone Meeting #1

The first milestone meeting will include **a detailed update, a technical discussion with the City on the final number of recommended test wells, preferred locations, and the amount of data to be obtained.** The Project Team will discuss considerations such as proximity to existing infrastructure, priority sites, and obtain feedback. After this meeting, the SAP will be amended and plans to mobilize the test well program will proceed. Note that it is possible that three initial test wells will meet the required water demand and additional test wells will not be needed, resulting in significant cost savings. However, if the initial test wells are not sufficient to meet demand, the Project Team will recommend continuing to the next three ranked test well locations.

TASK 4 – TEST WELL PROGRAM

With the final decisions by the City on where to place test wells, and how many, the Project Team will begin coordination with the driller to remobilize. If sites are moved a significant distance from previous test hole locations, the Project Team will ensure NDEE is notified and all clearances are obtained before mobilization.

Number of Test Wells

Based on City preferences for this proposal, the Project Team is providing a cost for 13 test wells. With our review and understanding of the area, we believe that only three test wells will be needed based on the following:

- Beyond potential significant cost savings, part of the justification of reducing the number of test wells lies in the fact that available information from nearby wells could eliminate the need for further testing.
- Typically, communities invest in one test well before proceeding with a PWS well.
- As described in the 2023 and 2024 Olsson reports, there are three locations of interest. The goal of the three-test-well alternative is to select one location after reviewing the test holes and proceed with three test wells within that area. If successful, this approach would reduce the City's investment when considering the transmission main cost.
- If one area is found not to be feasible, the approach would become adaptive, and additional test wells could be sited in the next highest priority area.

We recommend that only three test wells be constructed initially, and consideration will be given to others, only if needed. After project award we will work with the city to determine the best approach and the number of test wells. A graph of Waverly exploration areas is shown in Figure 3 below.

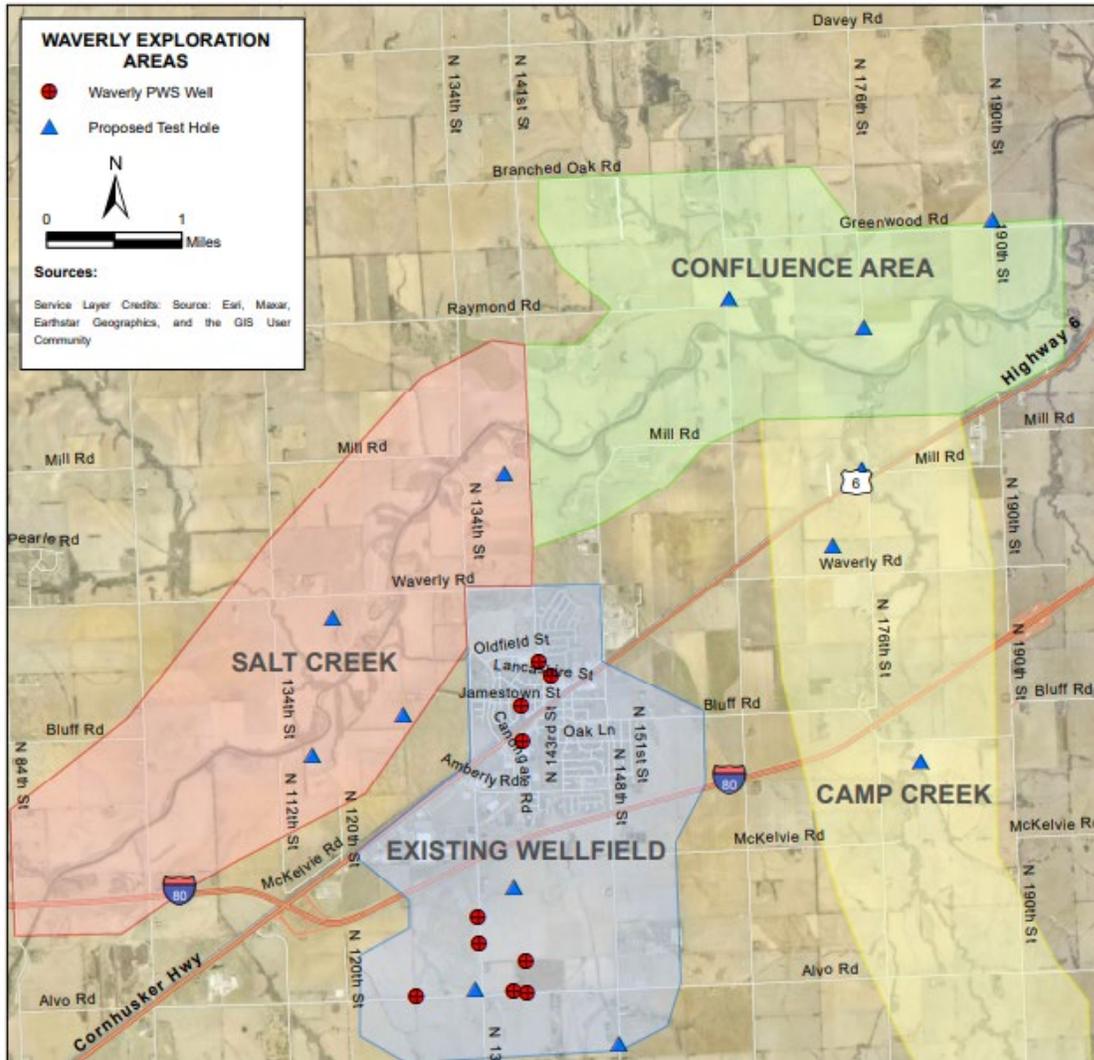


Figure 3: The original 13 test holes and exploration areas

1. **Salt Creek Area (West of City):**
 - Highest potential due to less water level decline and better AEM data.
 - City growth is eastward, requiring a new raw water pipeline to cross the highway.
2. **Camp Creek Area (East of existing well field):**
 - 12 irrigation wells present.
 - Ranked second due to higher nitrate concentrations in some wells.
3. **Confluence of Salt, Rock, and Camp Creeks:**
 - 12 irrigation wells with consistent high rankings based on lithology logs.
 - Shallower well depths but potentially higher recharge rates.
 - One well with high nitrate concentration (8.26 mg/L).

Aquifer Pumping Test Work Plan

Prior to proceeding, an Aquifer Pumping Test Work Plan (Test Plan) would be created and amended into the SAP. A typical Test Plan will include:

- Description of test wells
- Pumping rate
- Test schedule
- Procedure to discharge water
- Location, depth, and type of data loggers and measurement frequency
- Flow measurements
- Precipitation and barometric pressure measurements
- Supporting figures

One pressure transducer with a logger will be deployed in each test well to record background static water levels, pumping levels, and the recovery period water levels. It is likely that an 8-inch test well would be adequate. LRE Water will provide the test well design specifications to the driller before mobilization.

The duration of pumping will depend on the aquifer type (confined or unconfined), hydraulic properties (estimated transmissivity, etc.), well characteristics, projected pumping rate and water quality considerations. An 8-hour pumping duration for test well should be adequate, including a variable rate step-test at the initiation of the test (estimated at this time to be 100, 200, 300 and 400 GPM). A 6-inch test well typically has a maximum pumping capacity of 250 GPM is the reason for the 8-inch diameter test well. Following the final stepped pumping rate, each well will remain pumping for the remainder of the 8-hour time period. Field staff will use a manual water level meter to obtain data before, during, and after the pumping phases of the test to supplement the logger.



A key to test well construction oversight is ensuring the well is properly developed prior to pumping.

Water Quality Analysis

At a minimum, each test well will be sampled for the Nebraska State Health Lab's (Health Lab) 13-parameter test: Alkalinity, calcium (Ca), chloride (Cl), nitrate (NO₃), fluoride (F), Iron (Fe), hardness, Manganese (Mn), sodium (Na), pH, sulfate (SO₄), Total Dissolved Solids (TDS), and a bacteria. The NDEE also recommends adding Uranium and asbestos. This list will be subject to modification during development of the SAP and City input. LRE Water will be responsible for collecting and hand delivering samples to the Health Lab.

Prior to mobilizing, LRE Water will update the SAP to include test well details, the Test Plan, and water quality sampling plan. The modified SAP will be provided to the City for review.

Milestone Meeting #2

The second milestone meeting will cover test well results, initial thoughts on a preferred location for a well field or individual well sites and be the initiation of the conceptual design elements of the Study. The key design elements to be discussed are:

- City growth areas and corridors
- Locations for treatment facilities
- Preference on water treatment type
- Connection points for transmission mains

Using this information, a conceptual plan for the treatment and distribution system will be developed and delivered as part of Task 5.

TASK 5 – STUDY SUMMARY AND RECOMMENDATIONS

At this point, the focus is to collaborate with decision makers by informing the staff about the preferred Study alternative, obtain City feedback, and outline the most cost-effective path forward. For this task, there will be two meetings, a third Milestone Meeting with City staff and a presentation and discussion at a City Council meeting.

The Project Team, led by Snyder, will use the initial Study results from the first four tasks to begin the conceptual design and development of costs. The conceptual design level is equivalent to a 10% design. The conceptual design will include:

- Location of potential treatment facilities
- Type of water treatment (if necessary)
- Routing of the transmission mains
- Sizing of the transmission mains
- Connection locations to the existing system
- Opinion of Probable Construction Cost (OPCC)

Milestone Meeting #3

The draft Study report will be the primary focus of the final milestone meeting. The Project Team will provide the draft Study before the meeting for city review, at least two months prior to the presentation to City council. City staff final comments will be incorporated prior to presentation to the City Council. As part of this meeting, the format of the presentation to the City Council will be determined.

Project Experience and Teaming History

Snyder and LRE Water have effectively collaborated on recent water supply projects for Atchison, Kansas; Tama, Iowa; and the State of South Dakota (Capitol Lake Well- Pierre, South Dakota). Additionally, we have provided project examples that each firm has completed that are similar to this project.

Horizontal Collector Well Design Project – Atchinson, Kansas

For Atchison, Kansas, the Snyder-LRE Water team are currently designing two horizontal collector wells (HCWs) to replace a Missouri River intake as the City’s raw water source. By changing from surface water to groundwater under the influence of surface water the city water treatment processes can be more efficient and reliable.

The project included an exploration program using sonic drilling technology to target properties amenable to the installation of the HCWs. The exploration program identified a large property adjacent to the river. Electrical resistivity tomography (ERT) was used to transverse the property and adjacent river channel to profile the subsurface identifying deeper, thicker and most permeable sand and gravel units, and screen for obstructions such as low permeability silt or clay units or bedrock knobs that could obstruct the construction of the HCW laterals.

The Snyder-LRE Water team is in the process of completing the HCW designs and the bid documents for construction.



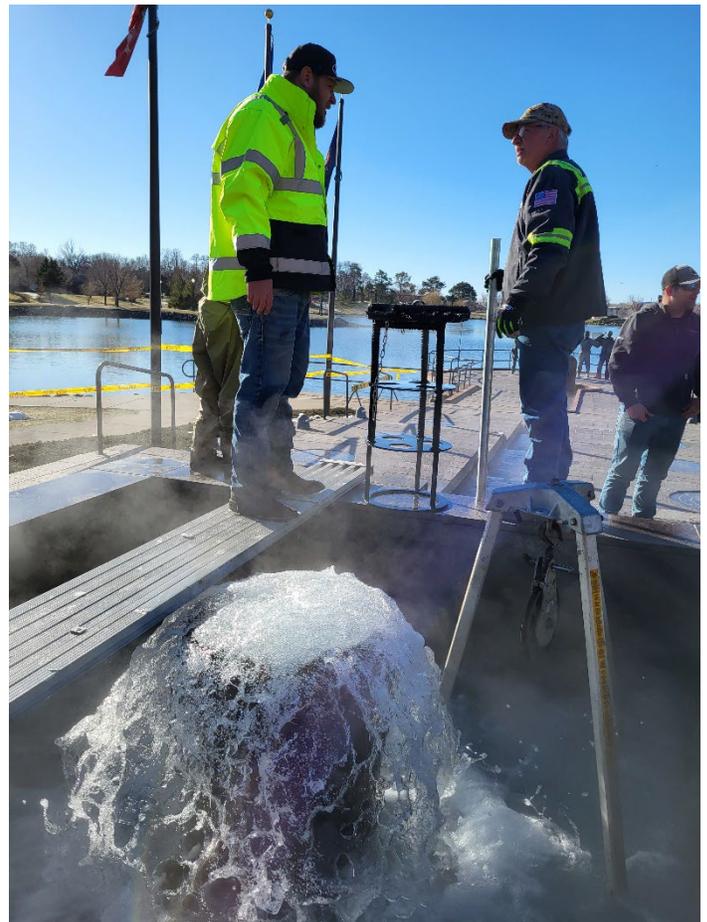
Shallow Wellfield Development -Tama, Iowa



Tama, Iowa has two wells, completed in a shallow alluvial aquifer. The wells were within a plume of PFAS contamination from a paper mill operation. Snyder and LRE Water worked together to conduct a groundwater exploration using a geoprobe equipped with Electrical Conductivity and Hydraulic Profiling Tool (EC/HPT) capabilities. This type of equipment allowed for the subsurface profiling of the entire property in less than two days and could cross the property with very little land disturbance. After profiling each of 9 potential well sites groundwater samples were collected for laboratory analysis. The investigation was very efficient and provided the City answers quickly and with minimal cost.

Capitol Lake and War Memorial Well Investigation - Pierre, South Dakota

The State of South Dakota has a 110-year-old well that provides water to Capitol Lake on State Capitol grounds. The first and completed project assessed the condition of the existing well and completed an evaluation of potential replacement water source for Capitol Lake. The current project involves developing the bid documents for the abandonment of the existing well and construction of a replacement well that will not only supply water to Capitol Lake but provide conductive heat to State buildings and treated irrigation water to State Capitol grounds.





District-Wide Hydrogeologic Assessment and Report Development-Lower Platte South Natural Resources District

The objective of the Hydrogeologic Assessment and Report projects, referred to as 'Frameworks', are to study comprehensive hydrogeologic datasets. Data sources may include AEM, geologic logs, and UNL CSD test hole data. The goal is to provide a robust and comprehensive hydrogeologic GIS-based dataset to assist the NRDs with water management decisions. Once complete, the NRDs will have the capability to:

- Evaluate well development requests and site new monitoring wells more efficiently
- Establish a stronger understanding of aquifer characteristics such as recharge areas and water bearing layers
- Complete vulnerability assessments and identify locations in greater need of best management practices
- Better define hydrologically connected surface and groundwater
- Improve collaboration with neighboring NRD
- Produce numerical model layer files from the Framework that fit into 'flow modeling' software, such as MODFLOW

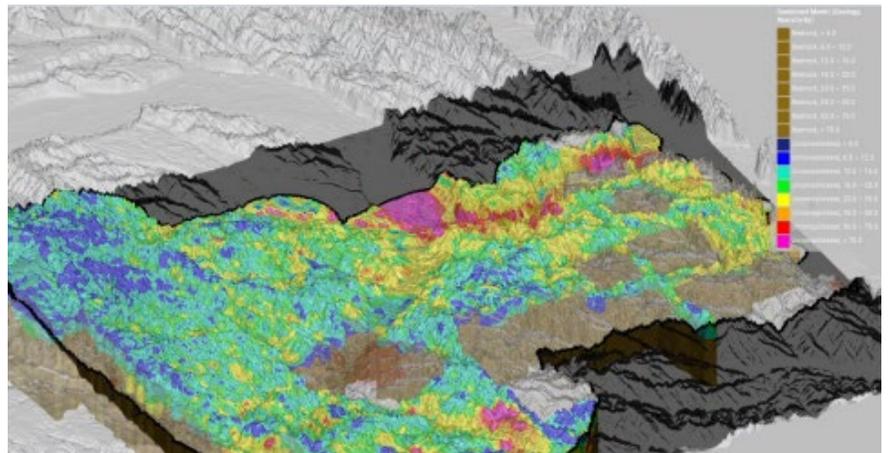
LRE Water used borehole data to define the top of bedrock surface and used the AEM data to define or constrain the hydrostratigraphy between the ground and bedrock surfaces. The AEM data was processed using Leapfrog Works (3D geologic modeling software) while the hydrogeologic data (well logs and test holes) was defined using in-house developed, customizable GIS tools by LRE Water.

Key Services:

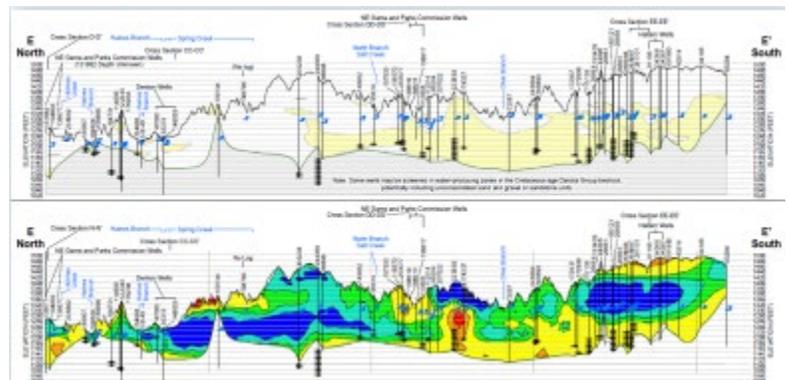
- ❖ Hydrogeologic Data Management
- ❖ GIS Spatial Analysis
- ❖ Created data for analysis in Leapfrog Works
- ❖ Incorporate AEM Data
- ❖ Aquifer Mapping
- ❖ GIS Data Development

Contact

Dick Ehrman, PG
Water Resources Coordinator
402-476-2779



AEM resistivity of the LPSNRD 1 based upon the 3D AEM Framework created by LRE Water using Leapfrog Works.



Above: A total of 31 hydrogeologic cross sections were created as part of the LPSNRD Hydrogeologic Assessment, each matching AEM with geologic data.



Selenium and Well Siting - Fullerton, NE

Since the flash drought of 2012, the municipal supply wells in Fullerton have faced water quality issues due to naturally occurring selenium. Historically, nitrate levels have also been a concern on the south side of the community. In 2023, the Lower Loup Natural Resources District conducted Airborne Electromagnetic (AEM) survey flights, revealing a lack of aquifer formation in the area. The situation is challenging and LRE Water was hired to find solutions for a new public water supply well.

Two phases have been completed. In January 2024, the Selenium Study and Well Siting Analysis recommended two areas for further exploration after reviewing AEM data, well logs, and water quality data. In April 2024, LRE Water began the Wellfield Exploration project. This phase included using Geoprobe Direct Push Technology to sample soil and groundwater at eight locations. The results were presented to the City Council, which approved LRE Water's recommendations of further investigating one preferred site for a new well and two additional sites for further exploration.

The final phase, to be completed by the end of 2024, includes:

1. Test well permitting with NDEE
2. Completion of three test holes
3. Completion of four test wells, three of which were successful
4. An 8-hour aquifer pumping test at one site and two separate capacity tests at another site at varying depths
5. Water quality sampling

After receiving the water quality data LRE Water will analyze geologic and e-log data to make determinations on next steps. If the sites are favorable, LRE Water staff will provide design recommendations such as well depths, widths, screen size, and screening intervals and begin working with the City engineer to build the PWS wells.

Key Service Elements:

- ❖ Permitting test wells with NDEE
- ❖ Oversight of test hole and test wells
- ❖ Coordination with well drillers
- ❖ Water quality sampling
- ❖ Data analysis and well design
- ❖ Collaboration with the design engineer

Contact

Allen Chlopek
City Administrator
308-536-2428



Water Main & Treatment Plant Improvements – Creston, Iowa

Water Main Improvements

Snyder & Associates and Creston Water Works reviewed the existing system and water main break records, identifying a priority area for replacing aging water mains, some dating back to 1894. The project's design included the addition of new mains to create a distribution loop that would increase water reliability, improve flows, and ensure adequate pressures for future developments. The upgrades also enhanced service to Southern Iowa Rural Water Association's connection and extended fire protection to previously unprotected areas.

The construction included installation of approximately 6,100 feet of 12-inch diameter main and 4,800 feet of 6- and 8-inch diameter main. The work included approximately 1,600 feet installed via trenchless methods to minimize disruption to roadways and communities. The project also facilitated the replacement of outdated service lines, eliminating lead service pipes and addressing capacity limitations caused by lime buildup.

Twelve Mile Water Treatment Plant & Raw Water Pump Station Upgrades

In 2020, the City of Creston approached Snyder & Associates to assist with major upgrades to the Twelve Mile Water Treatment Plant, which treats surface water from Twelve Mile and Three Mile Lakes. The facility's 8.5 MGD capacity includes pulsating clarifiers, UF filtration, and activated carbon contactors. In addition to delivering water to Creston's distribution system, the plant provides high-service pumping to support nearby communities.

A crucial component of the project was the nearly complete overhaul of the Twelve Mile Lake raw water pump station. Extensive renovations to the pump station included new concrete, piping, electrical systems, controls, and structural enhancements. The pump station, which draws water through intake pipes at varying depths to optimize water quality, required a series of sophisticated upgrades to ensure reliability. Each pump, equipped with a 150-horsepower motor, was enhanced with new motors, a power supply, VFD control, and switchgear to adjust pumping capacity to match demand.

The newly upgraded station is fully equipped with SCADA controls, providing remote operation capabilities. Advanced instrumentation at the station now monitors critical parameters, including raw water quality metrics such as turbidity, temperature, and pH, ensuring consistent water quality and efficient operation across the system.

Contacts

Rick Reed, Dist. Sup.
641-782-5817
Steve Guthrie, Water Works General Manager
641-202-0859

Project Services

CDBG Assistance
Water Main Design
Trenchless Design
Bidding Assistance
Construction Administration
Construction Staking
Survey
Process Design
Structural Design
Electrical Design
Mechanical Design
HVAC Design



Wastewater System Study – Eagle, Nebraska

The Village of Eagle is a rural community approximately 15 miles east of Lincoln, Nebraska, and approximately 50 miles southwest of Omaha, Nebraska. Due to Eagle’s proximity to these urban areas, an increase in population has been predicted and the Village is planning to accommodate this growth. To assist with this planning, the Village retained Snyder & Associates to complete an evaluation of their wastewater system and identify necessary improvements to accommodate anticipated growth patterns. The current population of Eagle is approximately 1,100 and historically since 2000, the trend in population has been relatively flat. Recent interest in development has realigned that trend in the upward direction with the population projected to reach nearly 3,700 by 2042. Prior to starting the project, Snyder & Associates met with the Village to understand their goals and toured the existing facilities to familiarize experts with the community.

The wastewater system study focused on capacity with respect to the Village’s three primary collection and treatment system components: gravity trunk sewers, lift stations, and the wastewater treatment plant (WWTP). For the gravity sewer analysis, manhole inspections were completed to fill data gaps in system information necessary to calculate pipe capacity. This included verifying system connectivity, invert elevations, slopes, pipe diameters and materials, and a general condition evaluation of each asset. The lift station assessment included evaluating the service areas contributing to the Village’s three lift stations and comparing capacity limitations with the existing pump equipment. Based on this analysis, the lift station serving Eagle Estates was the only facility predicted to encounter capacity issues and potentially require upsizing.

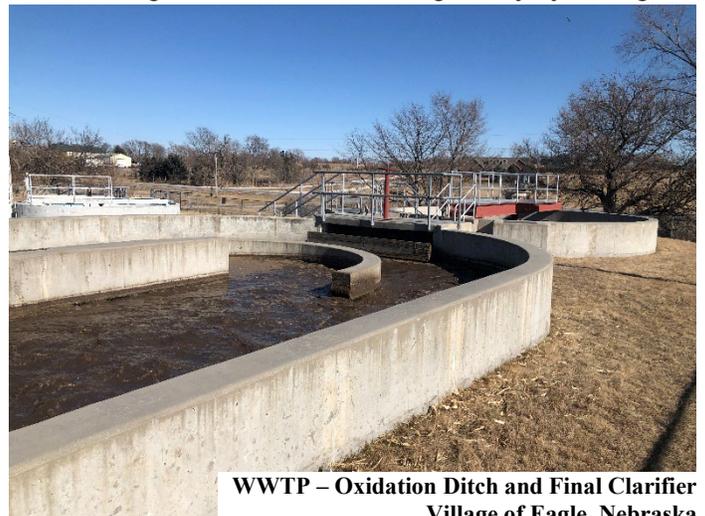
The largest component of the overall study, the WWTP evaluation, included evaluating the Village’s existing oxidation ditch, final clarifier, and UV disinfection system. This evaluation focused on both the hydraulic (flow-based) and biological (treatment process) capacities of the plant. The WWTP NPDES permit was reviewed, and the capacity limitations were verified for accuracy based on a thorough review of facility schematics and the performance of equipment. The existing conditions flow evaluation resulted in adequate capacity to serve the Village. Future flows and biological loadings were extrapolated from existing conditions based on population trends to determine when the Village might require an expansion of its WWTP. The results of the analysis indicated that the WWTP expansion would be necessary sometime before 2030. Recommendations included doubling the size of their existing facility by adding a second oxidation ditch and final clarifier, expanding the digester, upsizing the UV disinfection system, and various equipment upgrades. The results of the study were summarized in an engineering report and presented to the Village Board and community in the spring of 2022.

Contact

Nick Nystrom, CMC
Village Clerk Treasurer
402-781-2748

Project Services

Field Assessment
Wastewater Treatment
System Evaluation
Lift System Capacity
Gravity Sewer Capacity
Recommendations and Costs
Existing System and Future Analysis
Growth Projections
Hydraulic Analysis
Planning
Civil Engineering



WWTP – Oxidation Ditch and Final Clarifier
Village of Eagle, Nebraska

Project Team

Barbara Johnston, PE

Civil Engineer | Client Manager



Barbara has worked as a Civil Engineer and Project Manager at Snyder & Associates, Inc. for nearly 10 years. She holds Bachelor's and Master's degrees in Civil Engineering, with an emphasis in sustainable community development. Barbara's experience covers a variety of areas, including roadway reconstruction, sewer improvements, recreational trails, site design, construction administration and observation, and airport facilities. Her expertise includes plan preparation, permitting, site planning and design, and project coordination with clients, contractors, stakeholders, and regulatory agencies. Barbara is a licensed Professional Engineer in the states of Nebraska and Iowa. She leads Snyder and Associates Omaha Work Group.

Featured Projects

6th Street Water Main Extension
Eagle, Nebraska

Water & Sewer Extension
Waverly, Nebraska

Water System Capacity Study
Eagle, Nebraska

Wendy Heights Water Main Replacement
Council Bluffs, Iowa

Chadd Kahlsdorf, PE, PMP

Civil Engineer | Project Manager



Chadd is a licensed engineer with more than 20 years of experience on a wide range of design and construction projects. His expertise is leading broad multi-disciplinary design and construction teams to meet project scope, budget, and schedule. He has worked in nearly all the civil engineering disciplines, from site development, roadways, stormwater management, structural design, wastewater, and drinking water systems. Whether in a role as a construction manager, project engineer, or a project manager, his wide experience helps him find the best solutions for the client. His primary role will be as project manager. He will be responsible for coordinating with the client and the design team to accomplish the project goals.

Featured Projects

DMWW SWTP West Feeder Main Phase 3
Des Moines, Iowa

Sunset Ridge Subdivision Sewer Study
Waukee, Iowa

Urbandale Water Utility 2024 Water System Improvements
Urbandale, Iowa

DMWW SWTP Hickman Road Feeder Main
Des Moines, Iowa

Darin Jacobs, PE

**Water Resources Work Group Leader | Quality Assurance/
Quality Control Lead**



Darin is a licensed Professional Engineer in ten states, including Nebraska, with more than 25 years of experience with numerous types of civil engineering projects. He leads the Water Resources Group at Snyder & Associates, Inc., which focuses on all water resources, including drinking water supply, treatment, storage, and distribution. His extensive design experience includes studies, administration, design, and construction services for water systems, including numerous treatment facilities, pump stations, and piping systems for water supply conveyance. He started his career in construction, which brings a unique perspective to provide constructability reviews in-hose during design. He has the authority to assign staff resources necessary to accomplish all phases of the project.

Featured Projects

L.D. McMullen Water Treatment Plant

Des Moines Water Works

Water Treatment Plant Improvement

Fort Dodge, Iowa

12 Mile Water Treatment Plant Repairs

Creston, Iowa

Jonathan Mohr

LRE Water | Environmental Scientist



Jonathan has 20 years of diverse professional experience centered around water resources management, planning, and environmental sciences. Most of his consulting background involved watershed planning, wetland delineations and 404 permitting, hydrogeologic studies, source water protection plans, floodplain management, and ecological habitat restoration projects. Jon is proficient in technical writing, public outreach, stakeholder involvement, and report preparation related to environmental and engineering principles. He also specializes in grant writing and working with clients to establish project priorities and development strategies.



Featured Projects

Test Hole and Test Well Program

Fullerton, NE (2024)

Aquifer Analysis/WHP Plan

Malcolm, NE (2024)

Cloister's on the Platte, High-Capacity Well

Gretna, NE (2022)

Martha Silks, PG

LRE Water | Hydrogeologist



Martha has over 30 years' experience as a hydrogeologist, primarily in the exploration, siting, design, optimization, and protection of raw water supplies. Martha specializes in the evaluation and design of vertical, angled, horizontal directional drilled, and horizontal collector wells. She has experience in wells and well fields completed in consolidated and unconsolidated aquifers. She has worked with numerous geologic settings and applied her practical

experience to serve clients.

Roscoe Sopiwnik, PG, GISP

LRE Water | Hydrogeologist



Roscoe is a Professional Geologist with extensive experience ensuring clients receive high-value deliverables. Projects include hydrogeological assessments, high-capacity well siting and testing projects, wellhead protection, and aquifer vulnerability analyses. Expertise includes client management, project management, development of conceptual hydrogeologic frameworks and evaluation of groundwater flow systems associated with

unconsolidated and bedrock media. In addition, he has provided lead GIS services to complete vulnerability assessments for numerous Source Water Protection Plans for public and private water supplies.



Featured Projects

Test Hole and Test Well Program
Fullerton, NE (2024)

Well Field Exploration and Development
Atchinson County, MO (2023)

Cloister's on the Platte, High-Capacity Well
Gretna, NE (2022)



Featured Projects

Aquifer Analysis/WHP Plan
Malcolm, NE (2024)

Platte Center and Newman Grove Groundwater Modeling and Well Siting (2024)

Hydrogeologic Assessment, LPSNRD (2023)

Schedule

The proposed schedule assumes a notice of selection in December 2024, with scope negotiation in January 2025, and a kickoff at the end of January. A 12-month Project timeframe is assumed, subject to change based on the City's needs.

Progress meetings can occur as needed between major updates (Milestone Meetings) and are not specifically identified in the schedule. The schedule may depend on spring planting and/or harvest periods. If sites are located outside of row crop areas, the schedule may be expedited. Assuming field work occurs before planting starts in mid to late April, the Study is anticipated to be complete by December 2025.

TASKS AND MAJOR ACTIVITIES	January	February	March	April	May	June	July	August	September	October	November	December
Task 1: Project Administration & Communication												
Data Collection	X											
Kickoff Meeting	X											
Project Management	X	X	X	X	X	X	X	X	X	X	X	X
Task 2: Test Hole Program												
Sampling & Analysis Plan (SAP)		X	X									
Permitting/Bidding			X									
Field Data Collection / Oversight				X								
Task 3: Test Hole Data Analysis												
Data Analysis				X	X							
Initiate Study Report					X	X	X	X				
Milestone Meeting #1					X							
Task 4: Test Well Program												
Update SAP						X						
Field Data Collection / Oversight							X	X				
Milestone Meeting #2								X				
Task 5: Study Summary & Recommendations												
Preliminary Design								X	X	X		
Cost Estimates									X			
Finalize Report									X	X	X	
Milestone Meeting #3										X		
City Council Presentation											X	
Project Delivery												X

Fees

Basic Fee

Our cost estimate was carefully reviewed by the Project Team, taking into consideration the City’s original objectives, our scope of work to meet the objectives, and the RFP’s language requesting completion of 13 test holes and 13 test wells. The total project cost is \$211,345 and further detail is provided in the table. The cost includes 2025 billing rates for all firms.

BASE OPTION 13 Test Holes & Test Wells

Budget Summary		
Task No.	Task Name	Total
01	Project Administration	\$21,035
02	Test Hole Program	\$32,950
03	Test Hole Analysis	\$13,230
04	Test Well Program	\$100,400
05	Final Study	\$43,730
	Totals	\$211,345

After discussion, the Project Team believes that significant cost-savings could be achieved if one of the three areas proves the best option, and results in three viable test wells. Nearly every well exploration project results in the use of an adaptive management strategy with real-time decisions by the team in the field.

After the completion of Task 3, it is suggested to identify one of the three Potential Wellfield Areas using the results of the test hole drilling and to then proceed with only three test wells. If deemed feasible, the City would then plan on only adding one new raw water line from the selected wellfield. The alternative strategy cost total is \$155,295 with a detailed description listed below.

ALTERNATIVE COST OPTION (13 TWS & 3 TWS)

Budget Summary		
Task No.	Task Name	Total
01	Project Administration	\$18,735
02	Test Hole Program	\$32,950
03	Test Hole Analysis	\$13,230
04	Test Well Program	\$46,650
05	Final Study	\$43,730
Totals		\$155,295

In Closing

We are grateful for the opportunity to present our approach to this project. We have provided what we feel is the best approach to put the city in an optimum position to add multiple high-capacity wells to the water system. If there are any questions about our proposal, we are glad to provide additional information as needed. As we are committed to providing the City the best value and understand budget constraints, we are open to negotiating to the scope of services and proposed costs to the project budget. The importance of this project warrants further discussion to ensure the most cost-effective strategy is selected and we would welcome an opportunity to discuss the approach to the Study further with the City.



RE: RFP for water well services



Chadd Kahlisdorf <ckahlisdorf@snyder-associ

To Tracey Whyman

Cc Barbara Johnston; Mike G Geier

Reply Reply All Forward

Wed 12/4/2024 3:44 PM

Tracey,

Here is our revised hours and cost for the Well Study to reflect the requested change to the scope of Task 5. I revised the table from our proposal to show the update hours and pricing for the project. I also included the table from our proposed alternative of only 3 Test Wells.

Budget Summary 13 Test Holes & 13 Test Wells			
Task No.	Task Name	Proposed Hours	Total
01	Project Administration	100	\$21,035
02	Test Hole Program	150	\$32,950
03	Test Hole Analysis	65	\$13,230
04	Test Well Program	480	\$100,400
05	Final Study	60	\$15,610
Totals		855	\$183,225

Budget Summary 13 Test Holes & 3 Test Wells			
Task No.	Task Name	Proposed Hours	Total
01	Project Administration	100	\$18,735
02	Test Hole Program	150	\$32,950
03	Test Hole Analysis	65	\$13,230
04	Test Well Program	230	\$46,650
05	Final Study	60	\$15,610
Totals		605	\$127,175

Megan Frye

From: Stephanie Fisher
Sent: Friday, December 6, 2024 12:52 PM
To: Megan Frye
Subject: FW: Test well project bidders
Attachments: HDR Exhibit A - Test Well Siting Study Scope of Services_v1.pdf; HDR Exhibit B - Test Well Siting Study Fee Summary_v1.pdf; JEO 242161.00 Agreement.pdf; JEO Hours proposed.pdf; Ollson 24.12.04 Waverly Test Well Study Proposal.pdf; Synder Test Well Siting Study_FINAL.pdf; Test well RFP.pdf; Synder test well revised fee.pdf; Test Well Project.pdf

Please add this project and supporting documents to the Agenda for Tuesday, Dec 10th.

From: Tracey Whyman <publicworksdirector@citywaverly.com>
Sent: Friday, December 6, 2024 11:37 AM
To: Stephanie Fisher <cityadministrator@citywaverly.com>
Subject: Test well project bidders

We received four proposals from engineering firms for the test hole/test well project to evaluate water quantity and quality in the aquifers near and around the City of Waverly for possible future water production.

Snyders proposal was the most detailed and specific in explaining what they are proposing. Overall, financially they are the highest bidder. They are proposing to additionally use LRE Water whom the Lower Platte South NRD used to evaluate the district and are who helped develop the City of Waverly's wellhead protection study a few years ago. We have also used Synder Engineering to design the west water and sewer extension project. They also provided an alternate budget if we don't drill a 13 test holes and test wells.

HDR engineering was the second highest bidder and where not as specific as the Synder proposal. They also state in the budget for they will be using a subcontractor, but they don't specify who that is. The City of Waverly has never used HDR engineering, but they are a national firm which has done many multi-million-dollar projects for many larger cities.

Ollson is the third highest bidder and whom we used for the water distribution study, the water trigger study, the hydrogeologic study and the well siting study which has led us to this point of exploratory drilling.

JEO was the lowest bidder and the least specific on details of each task. We have used them to design and oversee the wastewater plant expansion, the west and east sewer trunk line construction, the water well and water tank expansion project along with a new water transmission main from the wellfield, and numerous water main and sewer main lining projects.

Tracey Whyman

City of Waverly Nebraska
Director of Public Works
402-786-2312
Publicworksdirector@citywaverly.com

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into by and between the County of Lancaster, Nebraska, hereinafter referred to as the “County,” and the City of Waverly, Nebraska, hereinafter referred to as “CITY.” Collectively the County, and City may be referred to as “the Parties,” and individually each may be referred to as a “Party.”

WHEREAS, the Parties are public agencies for purposes of the Interlocal Cooperation Act, Neb. Rev. Stat. §§13-801 through 13-827;

WHEREAS, the Interlocal Cooperation Act permits any two or more public agencies to enter into agreements with one another for joint or cooperative action;

WHEREAS, CITY desires to improve CITY’s water supply and distribution to its service areas in a project that involves well testing, engineering design and construction of additional well sites, and acquisition of right of way (the “Project”). The scope of the Project is described in Exhibit “A”, attached hereto and incorporated herein by this reference;

WHEREAS, on March 11, 2021, the United States Congress enacted the American Rescue Plan Act of 2021 (“ARPA”) to provide monetary relief to address the impact of COVID-19 on the economy, public health, state and local governments, individuals, and businesses. The County received ARPA funds from the United States Department of the Treasury (the “Treasury”), OMB Number 1505-0271, titled Corona Virus Local Fiscal Recovery Funds. ARPA authorizes the use of these funds to make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, The County desires to expend \$478,516.31 (four hundred seventy-eight thousand, five hundred sixteen dollars and thirty-one cents) in ARPA funds on the Project to assist CITY in making necessary improvements in CITY’s water infrastructure.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the Parties as follows:

1. Recitals. The foregoing recitals set forth in this Agreement are made a part hereof by this reference.

2. Term. This Agreement shall be effective as of the last date a Party executes this Agreement, and shall continue through December 31, 2026, or until all federal reports have been submitted and other requirements have been fulfilled, whichever is later, unless terminated pursuant to Paragraph 14 below. The Agreement may be extended as necessary to complete all obligations of the Parties, by mutual written agreement of all Parties.

3. Funding Sources.

a. The County grants \$478,516.31 in ARPA funds to CITY to complete CITY’s water supply and distribution improvement project.

b. CITY agrees that the funds granted hereunder are only for the purposes of the Project described in Exhibit “A”, attached hereto and incorporated herein by this reference, and agrees to comply with the Treasury’s terms and conditions set forth in Exhibit “B”, attached hereto and incorporated herein by this reference;

4. Relocation of Improvements. In exchange for funding the Project pursuant to this Agreement, CITY agrees that any future costs associated with relocating, repairing, maintaining, and/or improving any real property improvements constructed as part of the Project shall be the sole responsibility of CITY and not the County’s. This Paragraph shall survive termination of this Agreement.

5. Rights and Obligations of the Parties.

a. CITY will have the right and obligation to bid, negotiate and enter into contracts for services to complete the Project, including but not limited to well testing, well design and construction, and land appraisals. Any contracts entered into pursuant to this Agreement must include any provisions necessary to comply with all federal terms and conditions of the ARPA award.

b. CITY will be responsible for paying all invoices directly to contractors performing work pursuant to this Agreement. CITY will then submit invoices, with proper supporting documentation, to the County’s Grant Coordinator at the address stated in Paragraph 16 below within sixty (60) days of making payment to its contractors. CITY must provide proof of payment and such other information to the County as may be necessary to comply with all federal obligations related to the use and expenditure of ARPA funds.

c. The County’s Grant Coordinator shall submit invoices received from CITY to the County’s Budget and Fiscal Officer only after verifying the costs incurred are authorized by this Agreement. The Lancaster County Board will render final approval all claims.

d. All invoices for reimbursement of payments made to contractors for work performed on the Project shall be submitted to the County’s Grant Coordinator no later than October 1, 2026. Any requests for reimbursement from CITY for payments made to contractors received after October 1, 2026 shall be deemed unauthorized costs and the County shall not be liable, directly or indirectly, unless previously agreed to in writing by the County.

6. Third Party Contract Compliance. The CITY will ensure that contracts entered into by CITY with third parties that are secured with ARPA funds comply with the Treasury’s Award Terms and Conditions as set forth in Exhibit B, 31 C.F.R. 35, and section 603(c) of the Social Security Act. CITY, as a beneficiary of ARPA funds, will maintain records and financial documents as directed by the County to evidence compliance with section 603(c) of the Social Security Act, Treasury regulations implementing that section, and guidance issued by Treasury.

7. Inspection of Records. Upon reasonable advance notice, CITY shall permit the County to inspect all work, materials, invoices, and other relevant data and records, and to audit the books, records, and accounts of CITY pertaining to the ARPA funds provided pursuant to this Agreement. All records related to this Agreement shall be retained for five (5) years after all funds have been

expended by the Parties or returned to the Treasury, or the completion of any other obligations imposed by the Treasury, whichever is later.

8. Assignment. No Party shall assign its rights or delegate its duties and responsibilities under this Agreement without the express written permission of the other Party to this Agreement and must be fully compliant with applicable federal, state, and local laws, rules, and regulations. Any such assignment or delegation by a Party without prior written consent of the other Party shall be absolutely void.

9. Assurances of Compliance with Civil Rights Requirements:

a. CITY shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color or national origin (42 U.S. C. § 2000d et seq.), as implemented by the Department of Treasurer's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

b. CITY agrees to consider the need for language services for LEP persons when CITY develops applicable budgets and conducts programs, services, and activities.

c. CITY acknowledges and agrees that compliance with these assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon CITY and its successors, transferees, and assignees for the period in which such assistance is provided.

d. CITY shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. CITY shall comply with information requests, on-site compliance reviews and reporting requirements.

e. CITY must provide to County documentation of an administrative agency's or court's findings of CITY's non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between CITY and the administrative agency that made the finding. If CITY settles a case or matter alleging such discrimination, CITY must provide documentation of the settlement.

10. Indemnification. CITY agrees to indemnify and hold harmless, to the fullest extent allowed by law, the County and its officers, elected officials, agents, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments, and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the elected officials, officers, or employees of the CITY in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from

performance of this Agreement that results in any claim by a third party for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, CITY shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require the CITY to indemnify or hold harmless the County from liability for the wrongful acts or omissions of the other Party or their officers, agents, or employees. This Paragraph survives any termination of this Agreement.

11. Severability. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

12. Integration and Amendment. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be amended except by written agreement dated subsequent to the date of this Agreement and signed by both Parties.

13. Third Party Rights. This Agreement is not intended to, and does not create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties to this Agreement. The Parties shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than each other.

14. No Separate Entity and No Tax Authority. This Agreement does not create a separate legal or administrative entity and does not authorize the levying or collecting of any tax. This agreement does not contemplate the acquisition of any real or personal property to be used in this joint and cooperative undertaking.

15. Termination. Any Party may terminate this Agreement, by sending the other Party a written notice of termination for any of the following reasons:

a. In the event that any Party breaches any material term of this Agreement and, after thirty days' notice of such breach, fails to cure such breach.

b. The Parties may terminate the Agreement for any reason by mutual consent.

c. The County may terminate this Agreement in whole or in part immediately upon written notice to CITY if ARPA funds becomes unavailable. The date that the County sends written notice of termination shall be the date of termination.

In the event of termination pursuant to this Paragraph, CITY shall be compensated pursuant to the terms of this Agreement from ARPA funds for obligations incurred by CITY prior to the date of termination according to the terms of this Agreement.

CITY understands and agrees that the compensation to CITY provided for in this Agreement is based solely and exclusively upon ARPA funds received by the County. CITY agrees that the County shall not fund any obligations arising out of this Agreement from the Lancaster County General Fund, tax revenue, or any other source except the ARPA funds. CITY has no reasonable expectation of payment of any kind or for any reason arising out of this Agreement from any other source except ARPA funds received by the County. This Paragraph shall survive termination of this Agreement.

16. All notices, or other communications provided under this Agreement shall be in writing and shall be given to the County or CITY at the addresses set forth below, or such other address or email address as either may specify hereafter in writing:

County:

Mikayla Johnson
Accountant
555 S. 10th Street, Suite #110
Lincoln, NE 68508
Mikayla.Johnson@lancaster.ne.gov

CITY:

In Witness Whereof, the Parties have executed this Agreement as of the dates set forth below.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED this ____ day of _____, 20 __, by Lancaster County.

By the Board of County Commissioners of
Lancaster County, Nebraska:

APPROVED

this ____ day of _____, 20 __.

Pat Condon, County Attorney
of County of Lancaster, Nebraska

EXECUTED this _____ day of _____, 20____, by the City of Waverly, Nebraska.

ATTEST:

,

Secretary

By: _____
Chair

APPROVED AS TO FORM:

Legal Counsel for the City of Waverly, Nebraska

EXHIBIT A

Attachment to Contract: ARPA Funding Allocation

Purpose of Funding

Lancaster County (the "County") is providing the City of Waverly (the "City") with \$478,516 in American Rescue Plan Act (ARPA) funds to support the expansion of the City's water supply infrastructure. These funds are allocated to ensure that the City can meet the growing water needs of its residents and enhance its infrastructure's capacity and reliability.

Scope of Work

The City of Waverly will utilize the allocated ARPA funds for the following activities:

1. **Permitting:**
 - Conducting all necessary permitting processes required for the water supply infrastructure expansion project.
 2. **Right-of-Way Acquisition Costs:**
 - Acquiring right-of-way necessary to support the project's development.
 3. **Drilling of Test Wells:**
 - Identifying suitable locations and drilling test wells to ensure the viability of additional water sources.
 4. **Engineering of Additional Well Sites:**
 - Designing and engineering additional well sites to meet the City's long-term water supply needs.
 5. **Construction of Additional Wells and Associated Transmission Mains:**
 - Provide funding to hire one contractor to excavate the well and another to install the transmission mains to deliver water to the municipal water system.
-

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**Electronic Government Service Level Agreement
with
City of Waverly, Nebraska**

This Agreement is made by and among Nebraska Interactive, LLC, dba NIC Nebraska, a Nebraska Limited Liability Company (“the Contractor”), the Nebraska State Records Board (the “NSRB”), and City of Waverly, Nebraska, a state governmental entity or political subdivision of Nebraska (“the Partner”).

This agreement memorializes supplements to the State of Nebraska Contract between the NSRB and the Contractor (“Master Contract”) effective April 1, 2019, which concerns the operation and management of the Portal. This Agreement is subordinate to the Master Contract and is subject to all terms and conditions therein.

WHEREAS, the Partner is a state governmental entity or political subdivision of Nebraska that desires to utilize the Master Contract; and

WHEREAS, the Contractor desires to extend Master Contract services to the Partner.

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and premises contained in this Agreement, the parties agree as follows:

1. PURPOSE – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however,* to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
2. APPLICATION SUPPORT
 - a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user’s technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
 - b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner’s business processes, as well as the Partner’s rules and regulations, policies and procedures applicable to an addendum to this Agreement.
 - c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
 - d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
 - e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.

3. CHANGES IN PORTAL – Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner’s online service. A “material change” is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.
4. PARTNER’S FEES – The Partner is responsible for correctly calculating any of its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner’s fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.
5. TECHNOLOGY STANDARD – The Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/> and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
6. CONFIDENTIALITY – All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor’s control.
7. AGREEMENT REPRESENTATIVES AND NOTICES – All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement.

Mailing address: City of Waverly, Nebraska,
Mayor
14130 Lancashire
Waverly, Nebraska 68462
Phone: 402-786-2312
Email: cityadministrator@citywaverly.com

Mailing Address: Nebraska Interactive dba NIC Nebraska
1135 M Street, Suite 220
Lincoln, NE 68508
Phone: 402-471-7810
Fax: 402-471-7817
Email: ne-general-manager@nicusa.com

Mailing Address: Nebraska State Records Board
Secretary of State
1445 K Street, Suite 2300
Lincoln, NE 68509
Phone: 402-471-1572
Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract.

For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum.

In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.

- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
 - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

9. TERM OF AGREEMENT – This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.

10. RELATIONSHIP OF PARTIES – Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.

11. CHANGES, MODIFICATIONS OR AMENDMENTS – This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.

12. MARKETING – The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor’s promotion of Portal services.

13. EXHIBIT SPACE – The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a. INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- b. SWIPE HARDWARE PROVISION AND SUPPORT
 - i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
 - ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
 - iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.
- c. COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:
 - i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - ii. Supply reports to the Partner in an understandable and logical format; and
 - iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d. ONLINE CARD SECURITY – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe

hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

- e. PAYMENT OF FEES – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.
- i. Credit Card and Electronic Check Payments through State-Selected Processor – The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Contractor within three (3) business days.
 - ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
 - iii. Return or Chargeback –If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.
 - iv. Refunds – The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
 - v. Credit Card Chargebacks – The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
 - vi. Check Returns – Returned checks will be deducted from future Partner Disbursement at the time the return is processed from the State Treasurer or

the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

- vii. Fees – The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
 - viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
- f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the audit requirements of the Master Contract.
15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement.
18. SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement’s terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
19. ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
- a. Any amendments to the Master Contract
 - b. The Master Contract
 - c. An addendum to this Agreement
 - d. This Agreement
20. APPLICATION ENGINE TERMS – The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a

perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.

21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
 - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
 - c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
 - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
 - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
 - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
 - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
 - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
 - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
 - d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
 - e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
 - f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be

the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor's performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

- g. Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section I thereof. Any data collected by the Contractor or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by the Contractor, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

IN WITNESS WHEREOF, the parties execute this agreement by their duly authorized official or officers listed below.

**Nebraska Interactive, LLC dba NIC
Nebraska**

DocuSigned by:
Tanner Hughes
EDB886CDA03D462...

12/9/2024

Tanner Hughes
General Manager

Date

City of Waverly, Nebraska

Bill Gerdes
Mayor

Date

Nebraska State Records Board (NSRB)

Secretary of State, Robert B Evnen
Chairperson

Date

^{DS}
LE 12/6/2024 8

Waverly Parks & Recreation Department

Field Rental Agreement and Policies

Contact Information:

Shayna Murrell, Parks and Recreation Director, 402-786-2312 or parkreccdirector@citywaverly.com

Practice Schedules:

Each team should elect one representative to communicate with the Parks and Recreation Director for all team scheduling. Practices are available in 1 hour increments. Select teams with more than 50% of the roster from Waverly may schedule practices at Wayne Park (Fields 1 and 2), Community Foundation (Fields A and B) and Lawson Park (Field 2, 3, 4 and 5) in the Spring, when the City confirms the fields are healthy enough to maintain a practice through April 1st. After April 15th, teams will then be able to schedule practices back at Lawson if those time slots are available. No outside Waverly teams will be able to use our facilities for practices.

Wayne Park Fields

Field #1 (Lights)

Field #2 (No Lights)

Jaycee Park Fields

Field North (No Lights)

Field South (No Lights)

Lawson Park

Smart Chicken Field #2 (Lights)

Horizon Bank Field #3 (Lights)

Trackside Field #4 (Lights)

New Addition Field #5 (No Lights)

Practice Preparation:

All fields will be dragged prior to the first practice Monday-Friday. Teams will be required to return the field to its original form after practice. This may require raking or dragging around the bases, home plate area, and pitcher mound. Coaches are allowed to move bases and the pitchers rubber.

Game/Scrimmage Preparation:

All fields will be dragged at the beginning of each weekday by the City of Waverly Monday-Friday. Coaches will be given a key to the storage room to access field prep tools. Tools will include drag, rakes, line marker, field chalk, chalk line, bases, mound, and base tool. Teams will be required to return the field to its original form after the game. This may require raking or dragging around the bases, home plate area, and pitcher mound. Coaches are allowed to move bases and the pitchers rubber.

Ball Field Priority System:

When scheduling ball fields, the City of Waverly Parks & Recreation Department prioritizes users in the following order:

1. City of Waverly Sponsored Activities
2. Waverly Community Youth Organizations
3. Waverly Community Adult Organizations
4. School District 145 Groups
5. Other Youth Organizations
6. Other Adult Organizations

The following considerations will be made when allocating field time:

1. A field's configuration and size will determine the age group scheduled.
2. Highest quality fields will be reserved for game use during peak season.
3. A team's age level may receive priority for earlier practices and game times.
4. The number of teams requesting use of a field may force allocation of available time.

Waverly Parks & Recreation Department

Field Rental Agreement and Policies

1. All rentals must be scheduled through the Parks and Recreation Director.
2. Field rental will not be officially scheduled until all fees are paid and rental agreement signed.
3. Fields will be rented on a first come first served basis and follow the ball field priority system.
4. All City sponsored programs and events take priority over outside rentals.
5. All organizations will need to submit a roster that includes the following; kids first and last name, parents name, and home address. Rosters must consist of 50% of Waverly players and coaches. If it does not, a practice fee will be required.
6. In case of inclement weather, no fields will be allowed to be played upon that are not in playable condition.
7. The City of Waverly may refuse rental to anyone. Reasons may include, but are not limited to: non-payment, abuse of facilities, sportsmanship issues, lack of supervision, disregarding policy.
8. Field reservations must be made 48hrs in advance during the work week (8am -4:30pm) or the request is not guaranteed.
9. Alcoholic beverages, illegal drugs, and smoking are prohibited at all City Parks and Facilities.
10. No outside concessions are allowed, the concessions will be provided by the City.
11. No driving of any vehicle on the grass or walking paths unless authorized by the Parks and Rec. Director
12. No soft toss hitting against any chain link fence.
13. ATVs and golf carts are not allowed in the facility or on the fields unless authorized by the Parks and Rec. Director.
14. Before leaving, the facility must be cleaned up and all garbage put in trash cans. This includes parking lot. If facility is not cleaned, deposit will be kept.
15. Renters will be responsible for locking and unlocking all scheduled equipment and facilities. (ie. Shutting lights off, locking all doors and gates)
16. Under no circumstances can a facility be sub-leased at any time.
17. Reserving Organizations/Personnel shall be responsible for any and all damages incurred to the facilities which were a result of the event scheduled. You are also totally liable for injury to person or persons using facility during the rental period. Renter obligates itself to indemnify and save harmless The City of Waverly, its employees and its agents from any loss sustained by the Lessor as a result of, or in connection with, the use of the facility.
18. A \$100 security deposit is required on each rental. Any damage done to the facility, including costs of clean up and garbage removal will be subtracted from the security deposit. Security deposit may also be retained in the event that the contract is not adhered to.

***All equipment used to prep the field must be return to the equipment room immediately after use. (Other teams may need to use equipment for field prep)**

I/WE AGREE TO BE FULLY RESPONSIBLE FOR THE FACILITIES PER CONDITIONS AS STATED IN THE AGREEMENT. I UNDERSTAND THAT THIS REQUEST SHOULD BE RETURNED TO WAVERLY PARKS AND RECREATION BEFORE THE DESIRED EVENT DATE AND THAT APPLICATION IS SUBJECT TO THE APPROVAL OF WAVERLY PARKS AND RECREATION DIRECTOR.

SIGNATURE: _____

DATE: _____

**Waverly Parks & Recreation Department
Field Rental Agreement and Policies**

Date: _____
Name of Organization/Personnel: _____
Contact Person: _____
Address: _____
City: _____ State: _____ Zip: _____
Home Phone: _____ Cell: _____
E-mail: _____
Team: Baseball ___ Or Softball ___ Base Distance: _____ FT. Pitching Distance: _____ FT.

Check Field Requested

Dates Requested and Times

Community Foundation

___ Field North

___ Field South

Wayne Park

___ Field #1

___ Field #2

Lawson Park

___ Smart Chicken Field #2

___ Horizon Bank Field #3

___ Trackside Field #4

___ New Addition Field #5

PRACTICE FEE: 1.5hrs max per/team at \$30 or \$30 per/practice ~~\$25/hr per practice for Non-Waverly based teams.~~

GAME FEE: 2hrs max per/game at \$35 or \$35 per/game ~~\$40 per/game if lights are needed for Waverly teams \$50 per game for outside organizations~~ **\$25/hr for Waverly based teams, \$35/hr for Non-Waverly based teams, \$10/hr for lights.**

TOURNAMENTS: (*NEWLY ADDED FOR 2025*) Waverly based team tournaments will pay on a per game basis \$25/hr with one game free per field. Non-Waverly based teams will pay on a per game basis \$35/hr and \$10/hr for lights.

DEPOSIT: GAMES/TOURNAMENTS: \$100 (4+ games deposit required, if less than, just the game fee is applied) will be processed right away and taken off grand total.

PRACTICES: Fees must be paid at the beginning of the season once all practices are scheduled. If you would like to schedule additional after, you must write another check. If a practice is cancelled or gets rained out, it will be logged and a refund check will be issued at the end of the season.

Yes ___ No ___ TEAM INSURANCE Applicants must provide \$1,000,000 liability insurance coverage with the City of Waverly named as an additional insured for games only.

- *For your personal safety and protection please be alert to flying balls and bats that may leave the playing field.
- *Batting or throwing balls into the fence is prohibited.
- *No pets, bikes, or skateboards allowed inside complex area.
- *Alcohol and smoking is prohibited.
- *Authorized vehicles only.

MAIL CHECKS TO: PO BOX 427, WAVERLY, NE 68462

Office Use Only

Date Paid: _____ Amount Paid: \$ _____ CASH: ___ CHECK # _____
Deposit Return Approved: YES ___ NO ___ Date Deposit Return Approved: _____

Stephanie Fisher
City of Waverly
PO Box 427
Waverly NE 68462

December 9, 2024

RE: Certification of Votes Cast – November 5, 2024

I, Todd Wiltgen, Lancaster County Election Commissioner, do hereby certify the following results are the true and correct number of votes cast by the electors of Lancaster County, Nebraska at the General Election held on November 5, 2024, for the following:

City of Waverly

Candidate	Votes
Mayor	
Abbey L. Pascoe	1,868
City Council – Ward 1	
Aaron Delahoyde	909
City Council – Ward 2	
Dave Nielson	681
Madison Niedermeyer	285

Witness my hand and seal this 9th day of December 2024.



Todd Wiltgen
Lancaster County Election Commissioner



OFFICIAL OATH

STATE OF NEBRASKA)
) SS.
COUNTY OF LANCASTER)

WITNESSETH: I, _____, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely and without mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of _____, of the City of Waverly, Nebraska according to law and to the best of my ability.

And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this State by force or violence; and that during such time as I am in this position, I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this State by force or violence. So help me God.

Dated December 10, 2024.

Signature _____

Subscribed and sworn before me this _____ day of December, 202__.

Signature _____

Notary Public

Mayor's City Official Appointments for 2025

City Administrator: Stephanie Fisher

City Clerk/Human Resources Assistant: Megan Frye

City Treasurer/Deputy Clerk: Cheris Cadwell

City Attorney: Mark Fahleson

Deputy City Attorney: Anthony Aerts

Street Superintendent: Tracey Whyman

City Building Inspector/Zoning Administrator: Mike Palm

Park and Recreation Director: Shayna Murrell

Fire Chief: Ryan Mueller

Emergency Services Coordinator: Robin Hoffman

Disaster Preparedness Manager: Terry Spoor

Severe Weather Team Leader: Nathan Vidlak

Mayor's City Council Liaison Appointments for 2025

Human Services (Park & Recreation): Allison Stark

Public Works (Utilities & Streets): Aaron Delahoyde

Public Health (Fire & Safety): David Jespersen

Fiscal and Economic Development: Dave Nielson

Mayor's City Official Appointments for 2025

City Administrator: Stephanie Fisher

City Clerk/Human Resources Assistant: Megan Frye

City Treasurer/Deputy Clerk: Cheris Cadwell

City Attorney: Mark Fahleson

Deputy City Attorney: Anthony Aerts

Street Superintendent: Tracey Whyman

City Building Inspector/Zoning Administrator: Mike Palm

Park and Recreation Director: Shayna Murrell

Fire Chief: Ryan Mueller

Emergency Services Coordinator: Robin Hoffman

Disaster Preparedness Manager: Terry Spoor

Severe Weather Team Leader: Nathan Vidlak

Mayor's City Council Liaison Appointments for 2025

Human Services (Park & Recreation): Allison Stark

Public Works (Utilities & Streets): Aaron Delahoyde

Public Health (Fire & Safety): David Jespersen

Fiscal and Economic Development: Dave Nielson

Mayor's Appointments - Boards and Commisions for 2025

Community Redevelopment Authority	
5 Year Term	
5 Members	
Members	Term Expires
Cole Stark	Dec-29
Missi Pishna	Dec-25
Ryan Meston	Dec-26
Rusty Wellman	Dec-27
Greg Dunlap	Dec-28

Planning Commission	
3 Year Term	
7 Members	
Members	Term Expires
Kris Bohac	Dec-27
Lindsay Erickson	Dec-25
Tony Larson	Dec-26
Tyson Ritz (ETJ)	Dec-25
Heather Chloupek	Dec-26
Melissa Brown	Dec-26
Jake Sorensen	Dec-27

Board of Adjustment	
3 Year Term	
5 Regular Members	
1 Alternate Member	
Members	Term Expires
Melissa Brown	Dec-26
Sonny Fankhauser	Dec-26
Kelly Sears	Dec-27
Joseph Poole	Dec-27
Ron Dubas (ETJ)	Dec-25
Andrew Cockerill	Dec-27

Park, Recreation and Tree Committee	
3 Year Term	
6 Members (including the non-voting Council Member)	
1 Non-Voting Council Member	
Members	Term Expires
Trevor Hasenkamp	Dec-27
John Toy	Dec-27
Patrick Peterman	Dec-26
Andy Wilcox	Dec-26
Arica Carlson	Dec-26
Allison Stark (City Council)	N/A

Emergency Management Committee	
5 Members- Resident of Waverly or Rural Fire District	
(no less than 5 members and to include below)	
1 Non-Voting City Council Member	
Members	Term Expires
Robin Hoffman (Emerg Serv Coordinator)	N/A
Ryan Mueller (Fire Chief)	N/A
Dick Dames (Suburban Fire Board)	N/A
Nathan Vidlak (Severe Weather)	N/A
Terry Spoor (Emergency Preparedness)	N/A
David Jespersen (City Council)	N/A