

Tentative Agenda for the WAVERLY CITY COUNCIL MEETING to be held on December 23, 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. **South Central Redevelopment Area Blight and Substandard**
 - 2.a) Public Hearing: South Central Redevelopment Area Blight and Substandard Determination
 - 2.b) Consideration of acceptance of the South Central Redevelopment Area Blight and Substandard Determination Study.
 - 2.c) Consideration of Resolution 24-35 a resolution of the City Council of Waverly, Nebraska declaring portions of the City to be Blighted and Substandard.
3. **Sheriff's Report**
4. **Public Comments**
5. **Approval of Minutes**
 - 5.a) *Minutes of the December 10, 2024 City Council Meeting
6. **Consideration of Claims and Financial Reports**
 - 6.a) Claims for Payment
 - 6.b) Keno & Sales Tax Reports
7. **Introduction of Resolutions**
8. **Introduction of Ordinances**
 - 8.a) Consideration of the Second Reading of Ordinance 24-11 amending Chapter 91 of the Waverly Municipal Code relating to Fire Prevention.
 - 8.b) Consideration of the Third and Final Reading of Ordinance 24-13 to Annex Waverly Ridge Estates.
9. **Introduction of Business and Communications**
 - 9.a) Consideration of the Audio Visual Equipment Upgrade Project in an amount not to exceed \$7,500.00.
 - 9.b) *Consideration of Letter Agreement for Professional Services from Olsson for construction observation for Waverly Ridge Estates in an amount not to exceed \$156,450.00.
 - 9.c) *Consideration of Change Order with Lancaster County per an Interlocal Agreement with Lancaster County and Lower Platte South Natural Resources for the channel

stabilization project along a portion of Ash Hollow Creek in an amount not to exceed \$6,425.33.

10. Committee Reports

- 10.a) Human Services (Park & Recreation): Council Member Stark
- 10.b) Public Works (Utilities & Street): Council Member Delahoyde
- 10.c) Public Health (Fire & Safety): Council Member Jespersen
- 10.d) Fiscal & Economic Development: Council Member Nielson
- 10.e) City Administrator Fisher

11. Adjournment

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

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

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

Megan Frye

From: Greg Dunlap <gdunlap@horizonbankne.com>
Sent: Friday, November 22, 2024 10:57 AM
To: krisbo90@gmail.com; lerickson77@outlook.com; tglarson@gmail.com;
tysonritz@hotmail.com; heatherchloupek@yahoo.com; mbrown281809@gmail.com;
allisonstark@gmail.com; Bill Gerdes
Cc: Abbey Pascoe; Megan Frye
Subject: Proposed revision
Attachments: Southcentralblightarea (4).png

Dear Planning Commissioners and Mayor:

As the Chair of the CRA, I would like to give you notice of a proposed revision to the Current Blight & Substandard Area. We would like the area designated on the map to be included in the Declaration of Blight & Substandard.

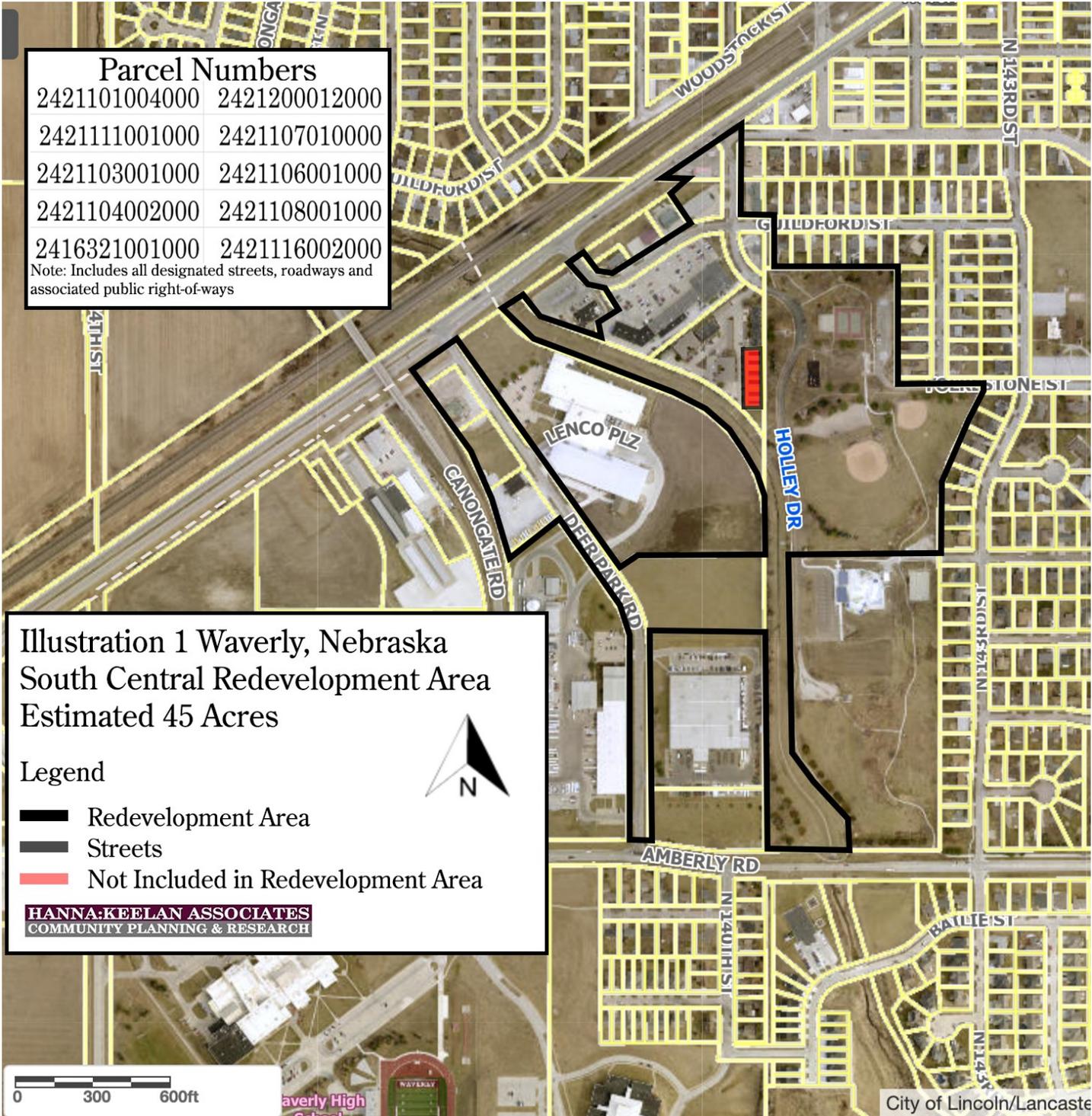
Thanks for your consideration.

Greg Dunlap
CRA Chair

Parcel Numbers

2421101004000	2421200012000
2421111001000	2421107010000
2421103001000	2421106001000
2421104002000	2421108001000
2416321001000	2421116002000

Note: Includes all designated streets, roadways and associated public right-of-ways



**Illustration 1 Waverly, Nebraska
South Central Redevelopment Area
Estimated 45 Acres**

Legend

-  Redevelopment Area
-  Streets
-  Not Included in Redevelopment Area

HANNA:KEELAN ASSOCIATES
COMMUNITY PLANNING & RESEARCH

0 300 600ft

Waverly High School

City of Lincoln/Lancaster

City of Waverly, Nebraska.

South Central Redevelopment Area Blight & Substandard Determination Study

November, 2024.



HANNA:KEELAN ASSOCIATES
COMMUNITY PLANNING & RESEARCH

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Becky Hanna **Tim Keelan**
Principal Partners & Community Planners

Keith Carl **Kieran Strawmier**
Community & Regional Planner *Planning Intern*

BLIGHT & SUBSTANDARD DETERMINATION STUDY

Purpose of Study

The purpose of this **Blight and Substandard Determination Study** is to apply the criteria set forth in the **Nebraska Community Development Law, Section 18-2103**, to designate the **South Central Redevelopment Area** in the **City of Waverly, Nebraska**. The results of this **Study** will assist the City in declaring the proposed **Redevelopment Area** as both **blighted and substandard**.

For a project in the **City of Waverly** to be eligible for redevelopment under the **Nebraska Community Development Law**, the subject area or areas must first qualify as both a “**substandard**” and “**blighted**” area, within the definition set forth in the **Nebraska Community Development Law**. This **Study** has been undertaken to determine whether conditions exist which would warrant designation of the **Redevelopment Area** as a “**blighted and substandard area**” in accordance with provisions of the law.

Location

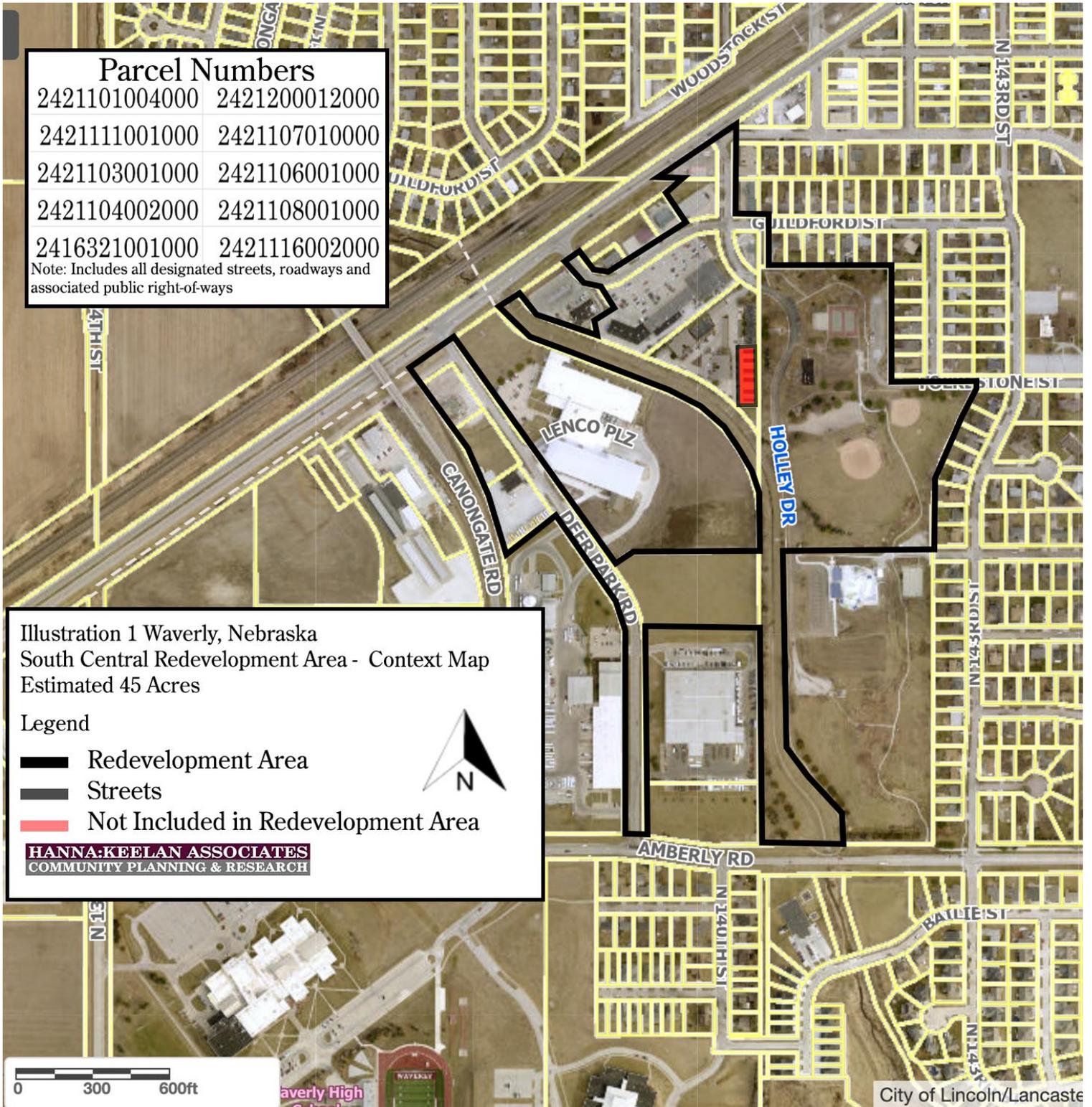
South Central Redevelopment Area is generally located in the central portion of the Community, south of Downtown and adjacent the Highway 6 Corridor, as identified in **Illustration 1, Context Map, Page 3**. The **Redevelopment Area** is comprised of 17 primary and secondary structures and an estimated 45 acres of land and public street rights-of-way. Existing land uses in the **Area** consist of multifamily dwellings, a commercial strip mall, the northern half of Wayne Park and other singular businesses and public/quasi-public operations. Land use and zoning designations are highlighted in **Illustrations 2 and 3, Pages 4 and 5, respectively**.

The **Redevelopment Area** includes the following listed parcels of record on file with the Lancaster County Assessor’s Office: **2421101004000, 2421111001000, 2421103001000, 2421104002000, 2421200012000, 2421107010000, 2421106001000, 2421108001000, 2416321001000 and 2421116002000**. The **Area** includes all designated streets, roadways and associated public rights-of-way.

REDEVELOPMENT AREA SITE PHOTOS



City of Waverly, Nebraska
South Central Redevelopment Area
Blight & Substandard Determination Study.



Parcel Numbers	
2421101004000	2421200012000
2421111001000	2421107010000
2421103001000	2421106001000
2421104002000	2421108001000
2416321001000	2421116002000

Note: Includes all designated streets, roadways and associated public right-of-ways

Illustration 1 Waverly, Nebraska
 South Central Redevelopment Area - Context Map
 Estimated 45 Acres

Legend

- Redevelopment Area
- Streets
- Not Included in Redevelopment Area



HANNA-KEELAN ASSOCIATES
 COMMUNITY PLANNING & RESEARCH

0 300 600ft

Waverly High School

City of Lincoln/Lancaster

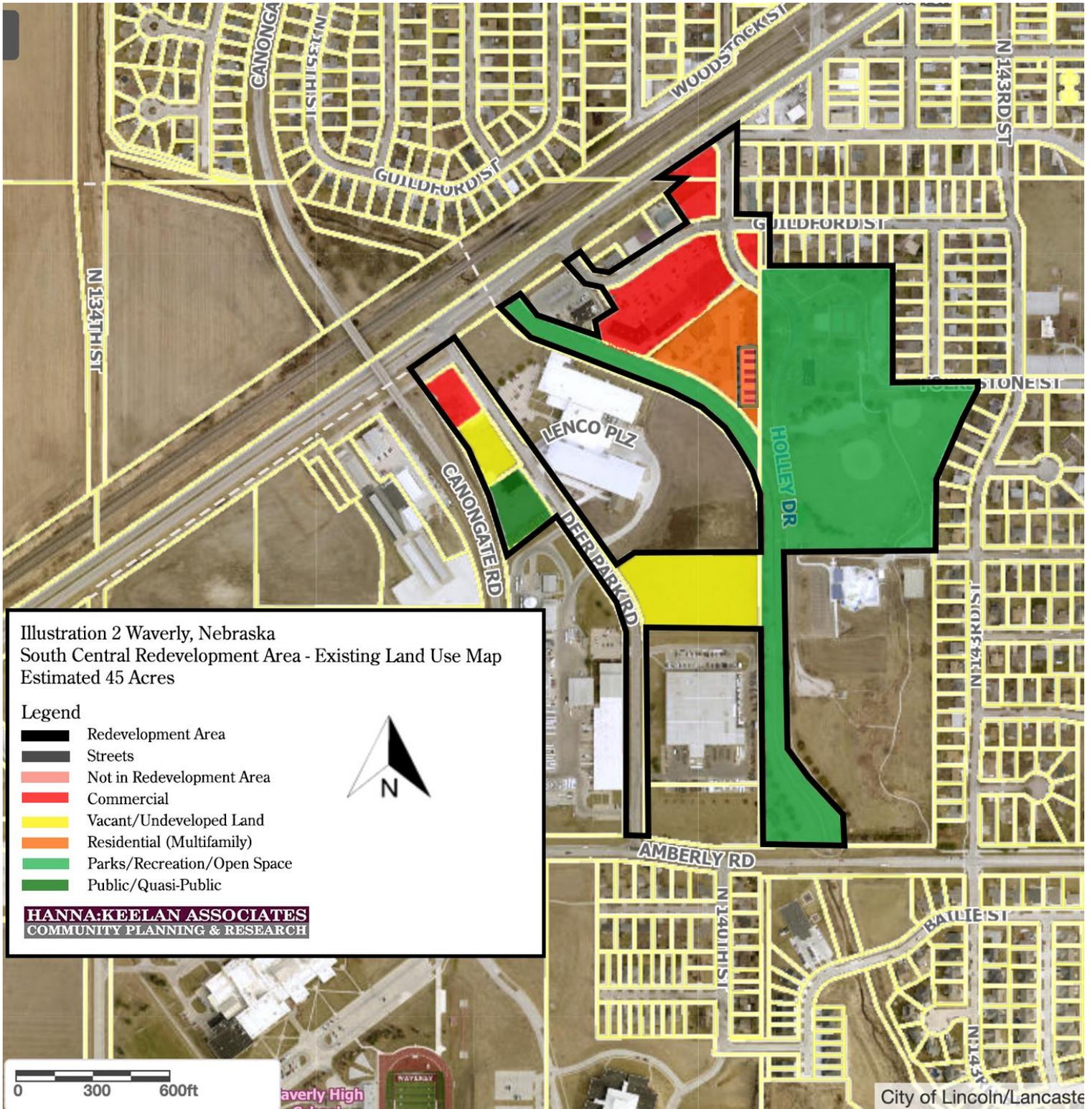


Illustration 2 Waverly, Nebraska
 South Central Redevelopment Area - Existing Land Use Map
 Estimated 45 Acres

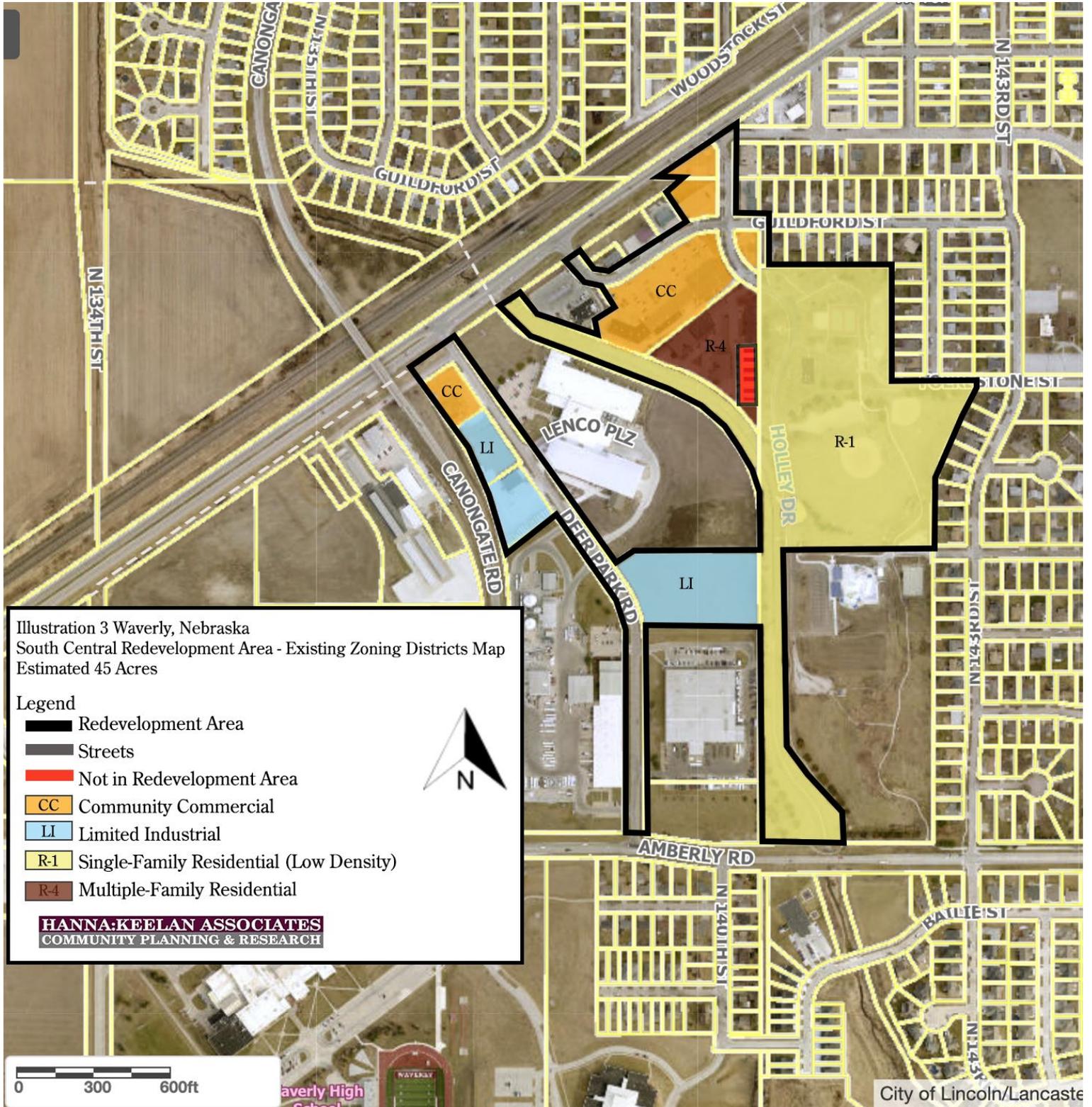
Legend

-  Redevelopment Area
-  Streets
-  Not in Redevelopment Area
-  Commercial
-  Vacant/Undeveloped Land
-  Residential (Multifamily)
-  Parks/Recreation/Open Space
-  Public/Quasi-Public



HANNA KEELAN ASSOCIATES
 COMMUNITY PLANNING & RESEARCH

0 300 600ft



SUBSTANDARD AREA

As set forth in the Nebraska legislation, a **substandard area** shall mean one in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the presence of the following factors:

1. Dilapidated/deterioration;
2. Age or obsolescence;
3. Inadequate provision for ventilation, light, air, sanitation or open spaces;
4. (a) High density of population and overcrowding; or
(b) The existence of conditions which endanger life or property by fire and other causes; or
(c) Any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, and is detrimental to the public health, safety, morals or welfare.

BLIGHTED AREA

As set forth in the Section 18-2103 Nebraska Revised Statutes (Cumulative Supplement 2012), a **blighted area** shall mean "an area, which by reason of the presence of the following factors:

1. A substantial number of deteriorated or deteriorating structures;
2. The advanced age and associated condition of structures;
3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
4. Insanitary or unsafe conditions due to the age, condition or small diameter of water mains;
5. Deterioration of site or other improvements;
6. Diversity of ownership;
7. Tax or special assessment delinquency exceeding the fair value of the land;
8. Defective or unusual conditions of title;
9. Improper subdivision or obsolete platting;
10. The existence of conditions which endanger life or property by fire or other causes;
11. Any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability; and

12. Is detrimental to the public health, safety, morals or welfare in its present condition and use; and in which there is at least one or more of the following conditions exists;
 1. Unemployment in the study or designated blighted area is at least one hundred twenty percent of the state or national average;
 2. The average age of the residential or commercial units in the area is at least 40 years;
 3. More than half of the plotted and subdivided property in an area is unimproved land that has been within the City for 40 years and has remained unimproved during that time;
 4. The per capita income of the study or designated blighted area is lower than the average per capita income of the City or Village in which the area is designated; or
 5. The area has had either stable or decreasing population based on the last two decennial censuses.

While it may be concluded the mere presence of a majority of the stated **Factors** may be sufficient to make a finding of **blight and substandard**, this evaluation was made on the basis that existing **Blight and Substandard Factors** must be present to an extent which would lead reasonable persons to conclude public intervention is appropriate or necessary to assist with any development or redevelopment activities. Secondly, the distribution of **Blight and Substandard Factors** throughout the **Redevelopment Area** must, at a minimum, be “reasonably distributed” so other areas are not arbitrarily found to be blighted simply because of proximity to areas which are **blighted and substandard**. The only exception which should be made to this rule is where projects must be brought to a logical boundary to accommodate new development and ensure accessibility, but even in this instance, the inclusion of such areas should be minimal and related to an area otherwise meeting the reasonable distribution of deficiencies test.

The Consultant for this **Blight and Substandard Determination Study** was guided by the premise that the finding of **blight and substandard** must be defensible and sufficient evidence of the presence of **Factors** should exist so members of the **Waverly City Council**, acting as reasonable and prudent persons, could conclude public intervention is necessary or appropriate. Therefore, each factor was evaluated in the context of the extent of its presence and the collective impact of all **Factors** found to be present.

THE RESEARCH APPROACH

The **blight and substandard determination research approach** implemented for **South Central Redevelopment Area** included an area-wide assessment (100 percent sample) of all Blight and Substandard Factors identified in the **Nebraska Community Development Law**, with the exception of **defective or unusual condition of title**. All **Factors** were investigated on an area-wide basis.

Structural/Site Conditions Survey Process

The rating of building conditions is a critical step in determining the eligibility of an area for redevelopment. It is important that the system for classifying buildings be based on established evaluation standards and criteria, and results in an accurate and consistent description of existing conditions.

A **Structural/Site Conditions Survey** was conducted in **November, 2024**. All 17 primary and secondary structures received a comprehensive exterior inspection to document structural deficiencies and to identify related environmental deficiencies in the **Redevelopment Area**. Additional, pertinent information was obtained via conversations with **Waverly Public Works staff** and a review of available reports and documents containing information which could substantiate the existence of **blight and substandard conditions**.

The **Structural/Site Conditions Survey** also evaluated the conditions on the **10 legal parcels** of record identified by the Lancaster County Assessor’s Office. The parcel was evaluated for existing and adjacent land uses, overall site conditions, existence of debris, parking conditions and street, sidewalk and alley surface conditions.

Major deficient buildings are considered to be the same as deteriorating buildings as referenced in the Nebraska legislation; substandard buildings are the same as dilapidated buildings. The word "building" and "structure" are presumed to be interchangeable. The following details the structural/site conditions review process. The **Structural/Site Conditions Survey Form** and associated results are provided in the **Appendix**.

DETERMINATION OF REDEVELOPMENT AREA ELIGIBILITY

South Central Redevelopment Area meets the requirements of the **Nebraska Community Development Law** for designation as both a "**Blighted and Substandard Area.**" All **four substandard Factors** are present to a reasonable or strong extent in the **Area**, as highlighted in **Table 1**. Of the 12 possible **blight Factors** highlighted in **Table 2 (Page 10)**, **10** have a strong or reasonable presence in the **Redevelopment Area**.

**TABLE 1
SUBSTANDARD FACTORS
CITY OF WAVERLY, NEBRASKA
SOUTH CENTRAL REDEVELOPMENT AREA**

- | | | |
|----|---|---|
| 1. | Dilapidated/deterioration. | ■ |
| 2. | Age or obsolescence. | ● |
| 3. | Inadequate provision for ventilation, light, air, sanitation or open spaces. | ■ |
| 4. | Existence of conditions which endanger life or property by fire and other causes. | ● |

Strong Presence of Factor ●

Reasonable Presence of Factor ■

No Presence of Factor ○

Source: Hanna:Keelan Associates, 2024.

**TABLE 2
BLIGHT FACTORS
CITY OF WAVERLY, NEBRASKA
SOUTH CENTRAL REDEVELOPMENT AREA**

- | | | |
|-----|--|----|
| 1. | A substantial number of deteriorated or dilapidated structures. | ▣ |
| 2. | Existence of defective or inadequate street layout. | ▣ |
| 3. | Faulty lot layout in relation to size, adequacy, accessibility or usefulness. | ▣ |
| 4. | Insanitary or unsafe conditions. | ▣ |
| 5. | Deterioration of site or other improvements. | ▣ |
| 6. | Diversity of Ownership. | ▣ |
| 7. | Tax or special assessment delinquency exceeding the fair value of land. | ○ |
| 8. | Defective or unusual condition of title. | NR |
| 9. | Improper subdivision or obsolete platting. | ▣ |
| 10. | The existence of conditions which endanger life or property by fire or other causes. | ▣ |
| 11. | Other environmental and blighting factors. | ▣ |
| 12. | At least one of the other five conditions. | ▣ |

Strong Presence of Factor	▣
Reasonable Presence of Factor	▣
Little or No Presence of Factor	○
NR = Not Reviewed	NR

Source: Hanna:Keelan Associates, 2024.

Although all of the previously listed **Factors** are at least reasonably present throughout the **Redevelopment Area**, the conclusion is that the age and condition of the structure, deterioration of site and other improvements and presence of functionally and economically obsolete properties (structures and land) are a sufficient basis for designation of the **Area** as **blighted** and **substandard**. Thus, the **Redevelopment Area** is in need of revitalization and strengthening to ensure it will contribute to the physical, economic and social well-being of the City of **Waverly** and support a variety of new developments.

ANALYSIS & PRESENCE OF SUBSTANDARD FACTORS

(1) Dilapidation/Deterioration of Structures.

The results of the **Survey** identified three of the 17 total structures in the **Redevelopment Area**, as **deteriorating with minor or major defects**. These defects are evident in both primary and secondary structural components. Primary structural components include building foundation, wall foundation and roof structure, while secondary structural components include but are not limited to roof and wall surface issues, paint, doors, windows, driveways/side yard and porches/steps/fire escape.

Conclusion.

The results of the Structural/Site Conditions Survey indicate deteriorating structural conditions are a reasonable presence throughout the Redevelopment Area.

(2) Age or Obsolescence.

As per the results of the **Structural/Site Conditions Survey** and according to information obtained from the Lancaster County Assessor's Office, the average age of all structures in the **Redevelopment Area** is estimated to be **42.9 years**, thus, estimated to be **40+ years of age** (built in or prior to 1984) based on the results of the **Structural/Site Conditions Survey**.

Conclusion.

The age and obsolescence is a strong presence in the Redevelopment Area.

(3) Inadequate Provision for Ventilation, Light, Air, Sanitation or Open Spaces.

As per the results of the **Structural/Site Conditions Survey**, three of the 17 primary and secondary structures in the **Area** were rated as **deteriorating with minor or major defects**. Coupled with the advanced age of structures in the **Area**, these structures could pose a risk with health, safety and sanitary problems, if not properly maintained.

The overall site conditions in the **Redevelopment Area** were generally found to be in a **"good"** condition. Factors contributing to substandard conditions include deteriorating public and private sidewalks and parking areas. Additionally, several lots in the **Area** are subdivided to support their current development or structure, thus making parcel redevelopment to support new uses difficult. Additionally, a stormwater drainage creek in the central and southern portions of the **Area** poses a health and safety risk.

The **Redevelopment Area** is serviced by modern water and sewer mains. A 10” water main is installed along Deer Park Road and runs parallel to the Highway 6 Corridor, providing service to the eastern portions of the **Area**. Additional 6” mains provide water access to Wayne Park, Wayfair Apartments and the commercial strip mall. A 12” sewer main runs parallel to Highway 6 and serves the northern portion of the **Area**, while 8” mains are located along Deer Park Road and portions of North 140th Street. All water and sewer mains were reported, by City Staff, to be in “**good**” condition.

Conclusion

The inadequate provision for ventilation, light, air, sanitation or open spaces is a reasonable presence in the Redevelopment Area.

(4) **Any Combination of Factors that are Detrimental to the Public Health, Safety, Morals or Welfare.**

1. **Age & Deterioration of Buildings/Structures.**

The average age of residential structures in the **Redevelopment Area** is estimated to be **42.9 years**, thus estimated to be **40+ years of age** (built in or prior to 1984) based on the results of the **Structural/Site Conditions Survey**. Three of the 17 primary and secondary structures in the **Redevelopment Area** were rated as **deteriorating with minor or major defects**.

2. **Lack of Adequate Municipal Infrastructure.**

Existing water and sewer mains within the **Redevelopment Area** were described by City Staff as being in “**good**” condition. However, to support new development activities in underdeveloped portions of the **Area**, the installation of new water and sanitary sewer mains/connections meeting current standards will be required.

3. **Overall Site Condition/Functionally & Economically Obsolete Uses**

The **Structural/Site Conditions Survey** identified **three parcels, or 30 percent** to be in a “**fair**” condition. Parcels in the **Area** are either undeveloped and will require the installation of individual connections to water and sanitary sewer mains, as well as public streets and sidewalks, or contain a structure found to exist with minor or major defects.

Conclusion.

The combination of factors that are detrimental to the public health, safety, morals or welfare are a strong presence throughout the Redevelopment Area.

BLIGHT FACTORS

(1) Dilapidation/Deterioration of Structures.

The results of the **Survey** identified three of the 17 primary and secondary structures in the **Redevelopment Area**, as **deteriorating with minor or major defects**. These defects are evident in both primary and secondary structural components. Primary structural components include building foundation, wall foundation and roof structure, while secondary structural components include but are not limited to roof and wall surface issues, paint, doors, windows, driveways/side yard and porches/steps/fire escape.

Conclusion.

The results of the Structural/Site Conditions Survey indicate deteriorating structures are a reasonable presence throughout the Redevelopment Area.

(2) Existence of Defective or Inadequate Street Layout.

Streets within the **Redevelopment Area** consist of Deer Park Road, as well as portions of Guildford Street, North 140th Street/Holley Drive. All streets within the **Area** consist of either concrete and/or asphalt surfacing. Streets within the **Area** have been platted and developed to support development without sufficient connection to the rest of the street system in Waverly.

Several parcels in the **Redevelopment Area** lack public sidewalks. Properties with such sidewalk conditions pose a hindrance and safety risks to school children and other pedestrians. It also makes it difficult, if not impossible, for persons with certain types of disabilities to safely move throughout the **Area**.

Conclusion.

The existence of defective or inadequate street layout is a reasonable presence in the Redevelopment Area.

(3) Faulty Lot Layout in Relation to Size, Adequacy, Accessibility or Usefulness.

Several parcels within the **Redevelopment Area** have been split off to support the existing development and are not conducive to the development of new structures. Portions of the **Area** are undeveloped, **resulting in functional and economic obsolescence of these parcels in the Area**.

Conclusion.

Faulty lot layout in relation to size, adequacy, accessibility or usefulness is a strong presence of Factor throughout the Redevelopment Area.

(4) **Insanitary and Unsafe Conditions.**

Three of the 17 primary and secondary structures in the **Redevelopment Area** were recorded as **deteriorating with minor or major defects**. Additionally, the average age of structures in the **Redevelopment Area** is estimated to be **42.9 years**, thus estimated to be **40+ years of age** (built in or prior to 1984) based on the results of the **Structural/Site Conditions Survey**.

Existing water and sewer mains within the **Redevelopment Area** were described by City Staff as being in **“good”** condition. However, to support new development activities in underdeveloped portions of the **Area**, the installation of new water and sanitary sewer mains/connections meeting current standards will be required.

Portions of the **Area** are both underdeveloped and underutilized and will require the installation of individual connections to water and sanitary sewer mains, as well as public street and sidewalk access. These underutilized tracts of land, in current state, can contribute to blight concerns, including substandard site conditions and appearances and the accumulation of debris. Additionally, an open stormwater drainage basin exists throughout the **Area** that can contribute to the collection of polluted water and debris.

Conclusion.

Insanitary and unsafe conditions are a strong presence of Factor throughout the Redevelopment Area.

(5) **Deterioration of Site or Other Improvements.**

The 10 parcels within the **Redevelopment Area** consist of 45 acres of land, including public street rights-of-way. A majority of the **Area** is undeveloped agricultural use land, **resulting in functional and economic obsolescence of the Area**.

Several parcels in the **Redevelopment Area** lack public sidewalks. Properties with such sidewalk conditions pose a hindrance and safety risks to school children and other pedestrians. It also makes it difficult, if not impossible, for persons with certain types of disabilities to safely move throughout the **Area**.

Three of the 17 primary and secondary buildings in the **Redevelopment Area** were recorded as **deteriorating with minor or major defects**.

Conclusion.

Deterioration of site improvements is a strong presence in the Redevelopment Area.

(6) Diversity of Ownership.

Nine individual or ownership groups own property within the Redevelopment Area. Land assemblage of larger proportions is necessary for major developments to be economically feasible and attract financial support. Public patronage is also required to repay such financial support. Such assemblage is difficult without public intervention.

Conclusion.

There is a strong presence of the Factor, diversity of ownership, in the Redevelopment Area.

(7) Tax or Special Assessment Delinquency Exceeding the Fair Value of the Land.

An examination of public records was conducted to determine the status of taxation for properties located within the Redevelopment Area. Real estate is taxed at approximately 98 percent of fair value, rendering it almost impossible for a tax to exceed value in a steady real estate market. A public protest system is designed to give the owner appeal rights for potential tax adjustment.

The total estimated assessed valuation of the Area is \$8,129,611. Three parcels owned by District 145-Waverly Public Schools and the City of Waverly are exempt from property taxes.

Conclusion.

Taxes or special assessments delinquency have little or no presence in the Redevelopment Area.

(8) Defective or Unusual Condition of Title.

Whenever land is sold, mortgaged, or both, a title insurance policy is typically issued, at which time any title defects are corrected. Once title insurance has been written, all other titles in the same subdivision or addition will only have to be checked for the period of time subsequent to the creation of the addition or subdivision, as everything previous is the same and any defects will already have been corrected. Thus, the only possibility for title problems are from improper filings, since platting on properties that have not been mortgaged or sold is small.

Conclusion.

Examination of public records does not provide any basis for identifying any defective or unusual conditions of title. Such few conditions as may exist would contribute to neither any existing problems nor to difficulty in acquisition or redevelopment and are therefore not found to exist at a level large enough to constitute a Blight Factor in the Redevelopment Area.

(9) Improper Subdivision or Obsolete Platting.

An analysis of the subdivision conditions in the **Redevelopment Area** revealed that improper subdivision and obsolete platting is prevalent in the **Area**. All parcels that encompass the **Area** have a wide range of sizes and are not in conformance with modern planning standards. A total of two parcels are undeveloped and not supporting agricultural use, **resulting in functional and economic obsolescence in the Area**. The **Redevelopment Area** would need to be properly subdivided (as per the *Waverly Subdivision Regulations*) to support future development.

Conclusion.

A strong presence of Factor exists for improper subdivision or obsolete platting in the Redevelopment Area.

(10) The Existence of Conditions Which Endanger Life or Property by Fire and Other Causes.

1. Age & Deterioration of Buildings/Structures.

The average age of residential structures in the **Redevelopment Area** is estimated to be **42.9 years**, thus estimated to be **40+ years of age** (built in or prior to 1984) based on the results of the **Structural/Site Conditions Survey**. Three of the 17 primary and secondary structures in the **Redevelopment Area** were rated as **deteriorating with minor or major defects**.

2. Lack of Adequate Municipal Infrastructure.

Existing water and sewer mains within the **Redevelopment Area** were described by City Staff as being in **“good”** condition. However, to support new development activities in underdeveloped portions of the **Area**, the installation of new water and sanitary sewer mains/connections meeting current standards will be required.

3. Overall Site Condition/Functionally & Economically Obsolete Uses

The **Structural/Site Conditions Survey** identified **three parcels, or 30 percent** to be in a **“fair”** condition. Parcels in the **Area** are underdeveloped and will require the installation of individual connections to water and sanitary sewer mains, as well as public streets and sidewalks, or contain a structure found to exist with minor or major defects.

Conclusion.

The conditions which endanger life or property by fire and other causes are a strong presence of Factor throughout the Redevelopment Area.

(11) Other Environmental and Blighting Factors.

The **Nebraska Community Development Law** includes a statement of purpose regarding additional criterion for identifying blight, viz., "economically or socially undesirable land uses." Conditions which are considered to be economically and/or socially undesirable include: (a) incompatible uses or mixed-use relationships, (b) economic obsolescence, and c) functional obsolescence. For purpose of this analysis, functional obsolescence relates to the physical utility of a structure and economic obsolescence relates to a property's ability to compete in the market place. These two definitions are interrelated and complement each other.

A total of **five parcels**, or **50 percent** of the **10 total parcels** in the **Redevelopment Area**, **lack sidewalks**. The absence of a sufficient sidewalk system in the Area prohibits the safe and efficient movement of pedestrian traffic and creates a potentially hazardous situation with motorists.

Four total parcels in the **Redevelopment Area** maintain parking surfaces in **“Fair” to “Poor”** condition. This includes one parcel with a concrete/gravel surface parking lot and three additional parking areas with severely cracking and crumbling concrete. Significant issues with these parking areas can potentially create unsafe accessibility issues with both motorists and pedestrians.

An open storm water drainage ditch exists through the center of the **Redevelopment Area**. This ditch, while serving a purpose of collecting runoff from nearby properties, also creates an environment where pests and litter can collect, thus creating an undesirable use of land in the **Area**.

Evidence of **functionally undesirable land uses and economic obsolescence** include two parcels in the **Redevelopment Area** being underdeveloped land with the potential to support more valuable, tax-contributing development than current uses. A continued lack of maintenance and upkeep will substantially hinder future development/redevelopment efforts of these properties.

Conclusion.

Other Environmental Blighting Factors are a strong presence throughout the Redevelopment Area, containing functionally and economically obsolete parcels.

(12) Additional Blighting Conditions.

According to the definition set forth in the **Nebraska Community Development Law**, Section 18-2102, in order for an area to be determined "blighted" it must contain at least one of the five conditions identified below:

1. Unemployment in the designated blighted and substandard area is at least one hundred twenty percent of the state or national average;
2. **The average age of the residential or commercial units in the area is at least forty years;**
3. More than half of the plotted and subdivided property in the area is unimproved land that has been within the City for forty years and has remained unimproved during that time;
4. The per capita income of the designated blighted and substandard area is lower than the average per capita income of the Village or City in which the area is designated; or
5. The area has had either stable or decreasing population based on the last two decennial censuses.

One of the aforementioned criteria is prevalent throughout the designated blighted areas.

The average age of residential units in the area is at least forty (40) years.

The average age of structures in the **Redevelopment Area** is estimated to be **42.9 years**, thus estimated to be **40+ years of age** (built in or prior to 1984) based on the results of the **Structural/Site Conditions Survey**.

Conclusion.

The criteria of average age of residential or commercial units in the area is at least 40 years of age is present in the Redevelopment Area. One of the five additional blighting conditions has a strong presence in the Redevelopment Area.

APPENDIX

**Structural/Site Conditions
Survey Form**

Parcel # _____
Address: _____

Section I: EXISTING LAND USE.

1. Type of Units: ___ SF ___ MF ___ Mobile Home
2. Vacant Parcel: _____ Developable _____ Undevelopable
3. Non-residential Use: _____ Commercial _____ Industrial _____ Public
4. Mixed Use _____
5. Occupied _____ Vacant _____

Section II: STRUCTURAL COMPONENTS.

	Primary Components	(Critical) Dilapidated	(Major) Deteriorating	Minor	None	Sound
1	Roof					
2	Wall Foundation					
3	Foundation					
_____ Concrete _____ Stone _____ Rolled Asphalt _____ Brick _____ Other						
	Secondary Components	(Critical) Dilapidated	(Major) Deteriorating	Minor	None	Sound
4	Roof					
_____ Asphalt Shingles _____ Rolled Asphalt _____ Cedar _____ Combination _____ Other						
5	Chimney					
6	Gutters, Downspouts					
7	Wall Surface					
_____ Wood _____ Masonry _____ Siding _____ Stucco _____ Combination _____ Other						
8	Paint					
9	Doors					
10	Windows					
11	Porches, Steps, Fire Escape					
12	Driveways, Side Condition					

Final Rating:

_____ Sound _____ Deficient-Minor _____ Deficient-Major _____ Dilapidated
Built Within: _____ 1 year _____ 1-5 years _____ 5-10 years
 _____ 10-20 years _____ 20-40 years _____ 40-100 years _____ 100+ years

Section III: PARCEL/SITE COMPONENTS

1. Street Surface Type: _____
2. Street Condition: _____ E _____ G _____ F _____ P
3. Sidewalk Condition: _____ N _____ E _____ G _____ F _____ P
4. Parking (Off-Street): _____ N _____ E _____ G _____ F _____ P
 _____ # of Spaces _____ Surface
5. Railroad Track/Right-of Way Composition: _____ N _____ E _____ G _____ F _____ P
6. Existence of Debris: _____ MA _____ MI _____ N
7. Overall Site Condition: _____ E _____ G _____ F _____ P

Waverly, Nebraska - South Central Redevelopment Area						
	TOTAL	PERCENT	RESIDENTIAL	COMMERCIAL	VACANT	OTHER
AGE OF STRUCTURE						
1-5 Years	0	0.0%	0	0	N/A	0
5-10 Years	0	0.0%	0	0	N/A	0
10-20 Years	0	0.0%	0	0	N/A	0
20-40 Years	8	47.1%	5	2	N/A	1
40-100 Years	9	52.9%	3	5	N/A	1
100+ Years	0	0.0%	0	0	N/A	0
TOTAL	17	100.0%	8	7	N/A	2
FINAL STRUCTURAL RATING						
Sound	14	82.4%	8	5	N/A	1
Deficient Minor	2	11.8%	0	1	N/A	1
Deficient Major	1	5.9%	0	1	N/A	0
Substandard	0	0.0%	0	0	N/A	0
TOTAL	17	100.0%	8	7	N/A	2
STREET CONDITION						
None	0	0.0%	0	0	0	0
Excellent	0	0.0%	0	0	0	0
Good	6	60.0%	1	2	2	1
Fair	3	30.0%	0	2	0	1
Poor	1	10.0%	0	1	0	0
TOTAL	10	100.0%	1	5	2	2
SIDEWALK CONDITION						
None	5	50.0%	0	2	2	1
Excellent	0	0.0%	0	0	0	0
Good	5	50.0%	1	3	0	1
Fair	0	0.0%	0	0	0	0
Poor	0	0.0%	0	0	0	0
TOTAL	10	100.0%	1	5	2	2
DEBRIS						
Major	0	0.0%	0	0	0	0
Minor	0	0.0%	0	0	0	0
None	10	100.0%	1	5	2	2
TOTAL	10	100.0%	1	5	2	2
OVERALL SITE CONDITION						
Excellent	1	10.0%	0	0	1	0
Good	6	60.0%	1	3	0	2
Fair	3	30.0%	0	2	1	0
Poor	0	0.0%	0	0	0	0
TOTAL	10	100.0%	1	5	2	2

Waverly, Nebraska - South Central Redevelopment Area						
	TOTAL	PERCENT	RESIDENTIAL	COMMERCIAL	VACANT	OTHER
DOORS						
Sound	13	76.5%	6	6	N/A	1
None	0	0.0%	0	0	N/A	0
Minor	4	23.5%	2	1	N/A	1
Substandard	0	0.0%	0	0	N/A	0
Critical	0	0.0%	0	0	N/A	0
TOTAL	17	100.0%	8	7	N/A	2
WINDOWS						
Sound	9	52.9%	4	5	N/A	0
None	6	35.3%	4	1	N/A	1
Minor	2	11.8%	0	1	N/A	1
Substandard	0	0.0%	0	0	N/A	0
Critical	0	0.0%	0	0	N/A	0
TOTAL	17	100.0%	8	7	N/A	2
STREET TYPE						
None	0	0.0%	0	0	0	0
Concrete	2	20.0%	1	1	0	0
Asphalt	8	80.0%	0	4	2	2
Gravel	0	0.0%	0	0	0	0
Dirt	0	0.0%	0	0	0	0
Brick	0	0.0%	0	0	0	0
TOTAL	10	100.0%	1	5	2	2
PORCHES...						
Sound	8	47.1%	5	2	N/A	1
None	0	0.0%	0	0	N/A	0
Minor	8	47.1%	3	4	N/A	1
Substandard	1	5.9%	0	1	N/A	0
Critical	0	0.0%	0	0	N/A	0
TOTAL	17	100.0%	8	7	N/A	2
PAINT						
Sound	2	11.8%	0	2	N/A	0
None	10	58.8%	5	4	N/A	1
Minor	4	23.5%	3	0	N/A	1
Substandard	1	5.9%	0	1	N/A	0
Critical	0	0.0%	0	0	N/A	0
TOTAL	17	100.0%	8	7	N/A	2
DRIVEWAY						
Sound	8	47.1%	8	0	N/A	0
None	0	0.0%	0	0	N/A	0
Minor	7	41.2%	0	6	N/A	1
Substandard	2	11.8%	0	1	N/A	1
Critical	0	0.0%	0	0	N/A	0
TOTAL	17	100.0%	8	7	N/A	2

Waverly, Nebraska - South Central Redevelopment Area						
	TOTAL	PERCENT	RESIDENTIAL	COMMERCIAL	VACANT	OTHER
ROOF STRUCTURE						
Sound	17	100.0%	8	7	N/A	2
None	0	0.0%	0	0	N/A	0
Minor	0	0.0%	0	0	N/A	0
Substandard	0	0.0%	0	0	N/A	0
Critical	0	0.0%	0	0	N/A	0
TOTAL	17	100.0%	8	7	N/A	2
WALL FOUNDATION						
Sound	17	100.0%	8	7	N/A	2
None	0	0.0%	0	0	N/A	0
Minor	0	0.0%	0	0	N/A	0
Substandard	0	0.0%	0	0	N/A	0
Critical	0	0.0%	0	0	N/A	0
TOTAL	17	100.0%	8	7	N/A	2
FOUNDATION						
Sound	0	0.0%	0	0	N/A	0
None	17	100.0%	8	7	N/A	2
Minor	0	0.0%	0	0	N/A	0
Substandard	0	0.0%	0	0	N/A	0
Critical	0	0.0%	0	0	N/A	0
TOTAL	17	100.0%	8	7	N/A	2
FOUNDATION TYPE						
Concrete	0	0.0%	0	0	N/A	0
Stone	0	0.0%	0	0	N/A	0
Rolled Asphalt	0	0.0%	0	0	N/A	0
Brick	0	0.0%	0	0	N/A	0
Other/None	17	100.0%	8	7	N/A	2
TOTAL	17	100.0%	8	7	N/A	2
ROOF SURFACE						
Sound	14	82.4%	6	6	N/A	2
None	0	0.0%	0	0	N/A	0
Minor	3	17.6%	2	1	N/A	0
Substandard	0	0.0%	0	0	N/A	0
Critical	0	0.0%	0	0	N/A	0
TOTAL	17	100.0%	8	7	N/A	2
ROOF TYPE						
Asphalt Shingles	6	35.3%	4	1	N/A	1
Rolled Asphalt	4	23.5%	3	0	N/A	1
Cedar	0	0.0%	0	0	N/A	0
Combination	0	0.0%	0	0	N/A	0
Other	7	41.2%	1	6	N/A	0
TOTAL	17	100.0%	8	7	N/A	2

Waverly, Nebraska - South Central Redevelopment Area						
	TOTAL	PERCENT	RESIDENTIAL	COMMERCIAL	VACANT	OTHER
CHIMNEY						
Sound	0	0.0%	0	0	N/A	0
None	17	100.0%	8	7	N/A	2
Minor	0	0.0%	0	0	N/A	0
Substandard	0	0.0%	0	0	N/A	0
Critical	0	0.0%	0	0	N/A	0
TOTAL	17	100.0%	8	7	N/A	2
GUTTER, DOWNSPOUTS						
Sound	4	23.5%	3	1	N/A	0
None	8	47.1%	2	4	N/A	2
Minor	5	29.4%	3	2	N/A	0
Substandard	0	0.0%	0	0	N/A	0
Critical	0	0.0%	0	0	N/A	0
TOTAL	17	100.0%	8	7	N/A	2
WALL SURFACE						
Sound	10	58.8%	6	3	N/A	1
None	0	0.0%	0	0	N/A	0
Minor	7	41.2%	2	4	N/A	1
Substandard	0	0.0%	0	0	N/A	0
Critical	0	0.0%	0	0	N/A	0
TOTAL	17	100.0%	8	7	N/A	2
WALL SURFACE TYPE						
Frame	1	5.9%	0	0	N/A	1
Masonry	2	11.8%	0	1	N/A	1
Siding	1	5.9%	0	1	N/A	0
Stucco	0	0.0%	0	0	N/A	0
Combination	13	76.5%	8	5	N/A	0
Other	0	0.0%	0	0	N/A	0
TOTAL	17	100.0%	8	7	N/A	2
PARKING SURFACE						
None	0	0.0%	0	0	2	0
Concrete	5	50.0%	1	4	0	0
Asphalt	1	10.0%	0	0	0	1
Gravel	2	20.0%	0	1	0	1
Dirt	0	0.0%	0	0	0	0
Brick	0	0.0%	0	0	0	0
TOTAL	10	100.0%	1	5	2	2
PARKING SPACES						
None	0	0.0%	0	0	2	0
1 to 2	0	0.0%	0	0	0	0
3 to 5	1	10.0%	0	1	0	0
6 to 10	0	0.0%	0	0	0	0
11 to 20	3	30.0%	0	3	0	0
21 or More	4	40.0%	1	1	0	2
TOTAL	10	100.0%	1	5	2	2

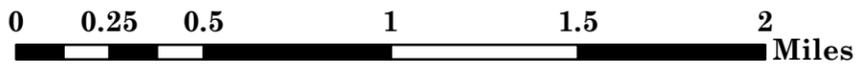
CITY OF WAVERLY - REDEVELOPMENT AREA

 Waverly Corporate Limits  Waverly Extraterritorial Jurisdiction  Waverly Redevelopment Area

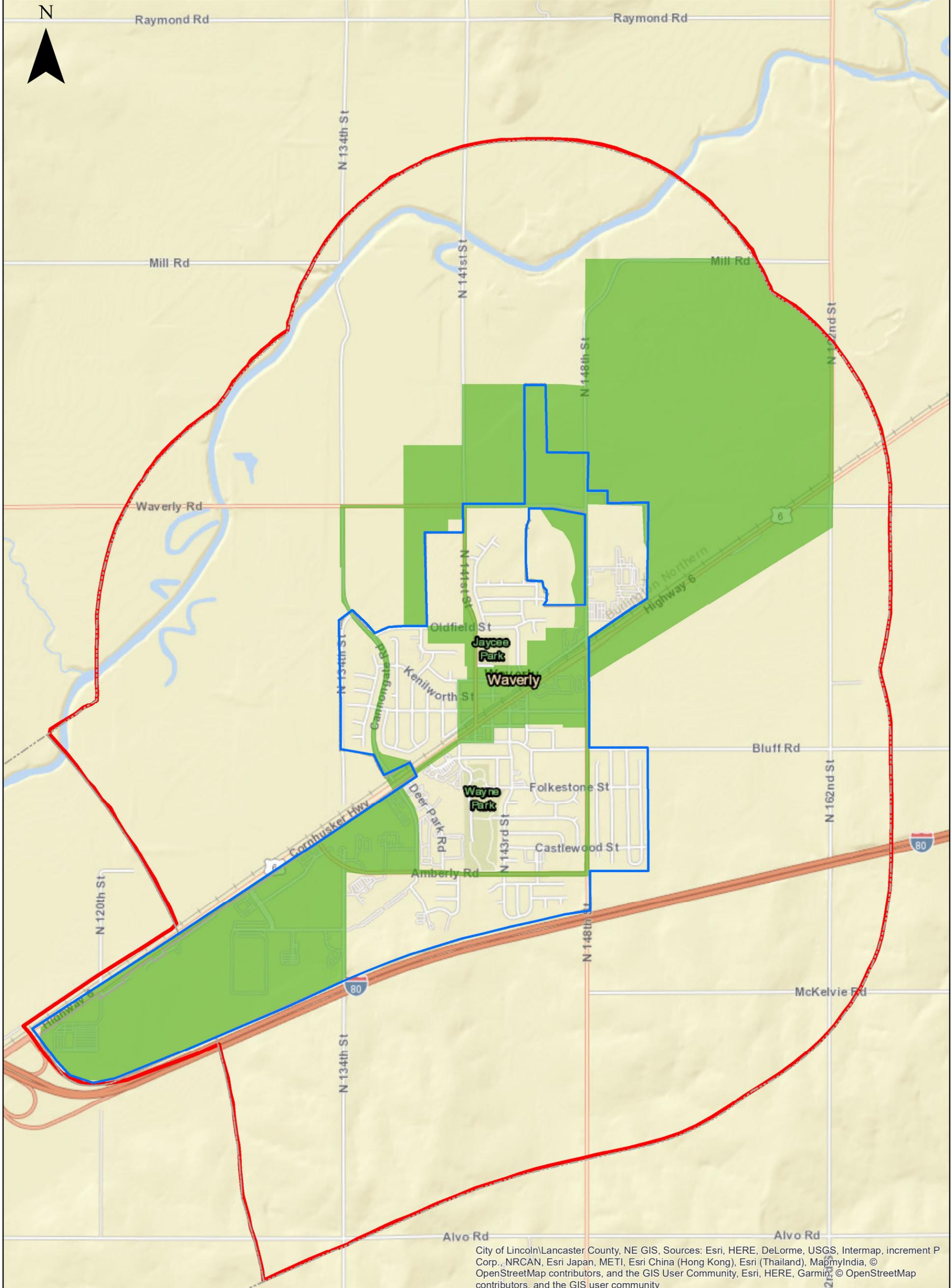
Est. 1,546.6 Acres Total

Est. 1,697.1 Acres Total

Est. 674.5 Acres within the Corporate Limits (43.6%)



HANNA:KEELAN ASSOCIATES, P.C.
COMMUNITY PLANNING & RESEARCH



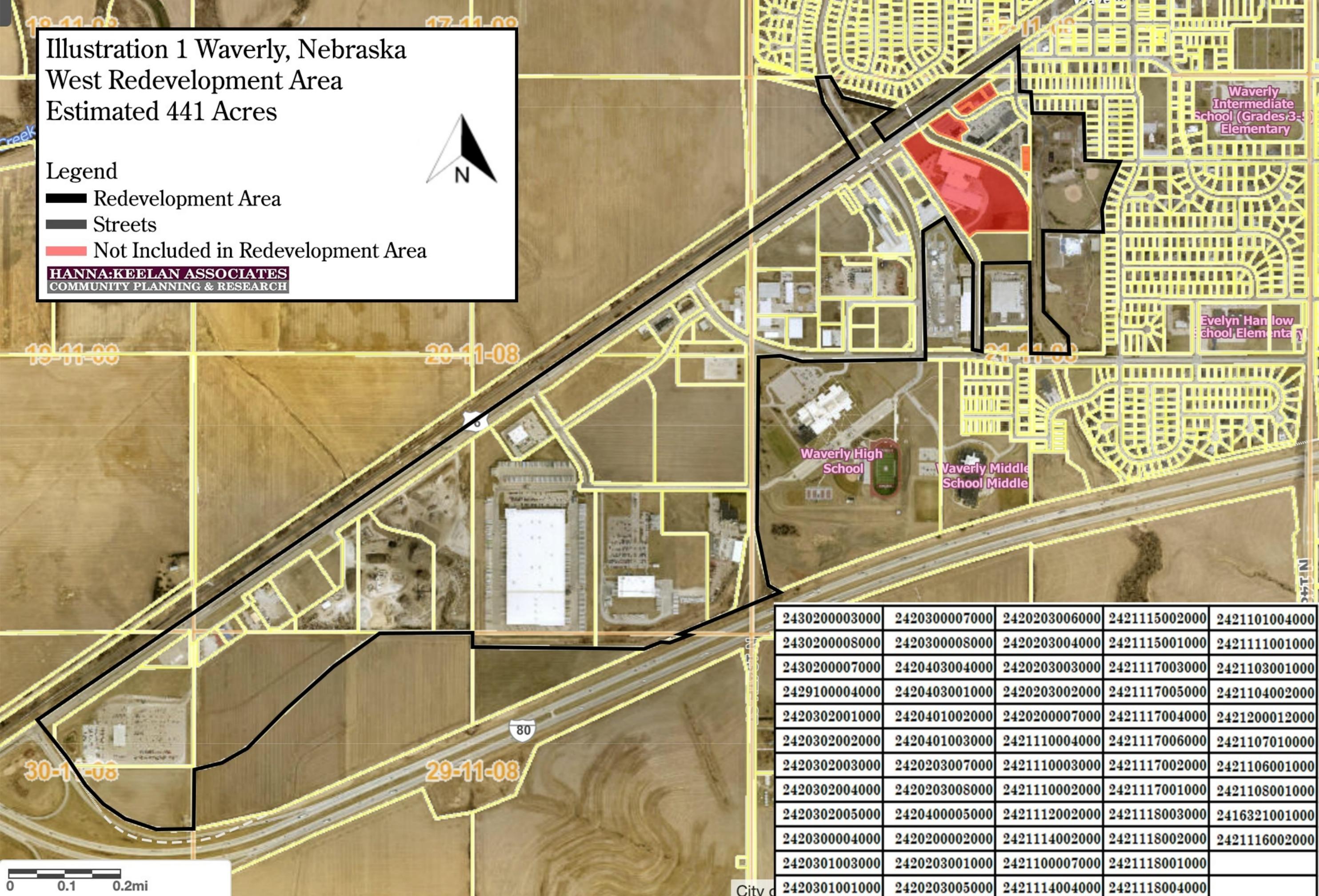
City of Lincoln/Lancaster County, NE GIS, Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community, Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community

**Illustration 1 Waverly, Nebraska
West Redevelopment Area
Estimated 441 Acres**

Legend

- Redevelopment Area
- Streets
- Not Included in Redevelopment Area

HANNA:KEELAN ASSOCIATES
COMMUNITY PLANNING & RESEARCH



2430200003000	2420300007000	2420203006000	2421115002000	2421101004000
2430200008000	2420300008000	2420203004000	2421115001000	2421111001000
2430200007000	2420403004000	2420203003000	2421117003000	2421103001000
2429100004000	2420403001000	2420203002000	2421117005000	2421104002000
2420302001000	2420401002000	2420200007000	2421117004000	2421200012000
2420302002000	2420401003000	2421110004000	2421117006000	2421107010000
2420302003000	2420203007000	2421110003000	2421117002000	2421106001000
2420302004000	2420203008000	2421110002000	2421117001000	2421108001000
2420302005000	2420400005000	2421112002000	2421118003000	2416321001000
2420300004000	2420200002000	2421114002000	2421118002000	2421116002000
2420301003000	2420203001000	2421100007000	2421118001000	
2420301001000	2420203005000	2421114004000	2421118004000	

Note: Includes all designated streets, roadways and associated right-of-ways

RESOLUTION NO. 24-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAVERLY, NEBRASKA, DECLARING PORTIONS OF THE CITY TO BE BLIGHTED AND SUBSTANDARD.

WHEREAS, it is desirable and in the public interest that the City of Waverly, Nebraska (the “City”), a municipal corporation, undertake and carry out redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, Nebraska Revised Statutes, Chapter 18, Article 21, as amended, known as the Community Development Law, prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, Neb. Rev. Stat. Section 18-2109, as amended, requires that, prior to approval of a redevelopment plan, the City Council shall find and determine that the area is a substandard and blighted area in need of redevelopment as defined in said Community Development Law; and

WHEREAS, it has been proposed that the area described on **Exhibit A** attached to this resolution (the “Redevelopment Area”) be declared substandard and blighted and in need of redevelopment and the City retained Hanna Keelan Associates to prepare a Blight and Substandard Study (the “Study”) for the Redevelopment Area; and

WHEREAS, in accordance with the Community Development Law, the Planning Commission of the City of Waverly considered whether the Redevelopment Area should be declared substandard and blighted; and

WHEREAS, after giving notice and holding a public hearing in accordance with the requirements of the Community Development Law, the Planning Commission passed a resolution recommending to the City Council that the Redevelopment Area be declared blighted and substandard; and

WHEREAS, prior to considering this resolution, the City Council held a public hearing to determine whether the Redevelopment Area should be declared to be substandard and blighted and in need of redevelopment; and

WHEREAS, notice of the public hearing was given in advance of the hearing in accordance with the requirements of the Community Development Law; and

WHEREAS, at the public hearing, all interested parties were afforded a reasonable opportunity to express their views respecting the designation of the Redevelopment Area as substandard and blighted and in need of redevelopment; and

WHEREAS, the City Council, after considering the views expressed at the public hearing and the information contained in the Study, desires to take action with regard to the proposed declaration for the Redevelopment Area in accordance with the Community Development Law.

NOW THEREFORE, BE IT RESOLVED by the City that the Redevelopment Area is hereby declared to be a substandard area in need of redevelopment pursuant to the Community Development Law, in that conditions which now exist in said area meet the criteria set forth in the Community Development Law as described and set forth in the Study; and

BE IT FURTHER RESOLVED that the Redevelopment Area is hereby declared to be a blighted area in need of redevelopment pursuant to the Community Development Law, in that conditions which now exist in said area which meet one or more of the factors set forth in the Community Development Law as described and set forth in the Study; and

BE IT FURTHER RESOLVED that the Redevelopment Area’s substandard and blighted condition is beyond remedy and control solely by regulatory process and the exercise of police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aid provided by the Community Development Law, and the elimination of said substandard and blighted condition under the authority of the Community Development Law is hereby found to be a public purpose and declared to be in the public interest; and

BE IT FURTHER RESOLVED that it is hereby found and determined that the Redevelopment Area is in need of redevelopment and is an eligible site for redevelopment projects under the provisions of the Community Development Law.

This Resolution shall be published and shall take effect as provided by law.

DATED this ____ day of December, 2024.

CITY OF WAVERLY, NEBRASKA

By: _____
Mayor

Attest: _____
City Clerk

EXHIBIT A

The Redevelopment Area consists of the following property within the City of Waverly, Lancaster County, Nebraska:

An area of the City generally described as parcels bounded by Highway 6 on the northwest, Cannongate Road and Deer Park Road on the west, Amberly Road on the south, the east boundary of the City-owned property on Holley Drive on the east, and the north boundary of the City-owned property on Holley Drive on the north. The area includes all or a portion of the following parcels as identified by Lancaster County Assessor by the following Parcel Numbers: 2421101004000, 2421111001000, 2421103001000, 2421104002000, 2416321001000, 2421200012000, 2421107010000, 242116001000, 2421108001000, and 2421116002000.

A map of the Redevelopment Area is attached hereto and incorporated herein.

Parcel Numbers

2421101004000	2421200012000
2421111001000	2421107010000
2421103001000	2421106001000
2421104002000	2421108001000
2416321001000	2421116002000

Note: Includes all designated streets, roadways and associated public right-of-ways



**Illustration 1 Waverly, Nebraska
South Central Redevelopment Area
Estimated 45 Acres**

Legend

-  Redevelopment Area
-  Streets
-  Not Included in Redevelopment Area

HANNA-KEELAN ASSOCIATES
COMMUNITY PLANNING & RESEARCH

0 300 600ft

Waverly High School

City of Lincoln/Lancaster

MINUTES OF A WAVERLY CITY COUNCIL MEETING HELD ON DECEMBER 10, 2024

CALL TO ORDER

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

ADOPTION OF AGENDA

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

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

CONSENT AGENDA

Minutes of the November 26, 2024 City Council Meeting

Consideration of Resolution 24-31 the signing of the Year-End Certification of City Street Superintendent 2024

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.

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

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.

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

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

PROCLAMATIONS AND PRESENTATIONS

None.

PUBLIC HEARINGS

None.

SHERIFF'S REPORT

Deputy Brownell reported it has been a calm month, but a lot of medical calls have kept the Fire/Rescue Department busy. Brownell shared the importance of keeping vehicle doors locked while it is cold, as we have been seeing an influx in carjacking in surrounding communities. Brownell shared the importance of getting windshields clean and free of frost before driving for safety. Brownell reported the Santa Express was a successful, fun event; Brownell reported an altercation on N 141st and Jamestown Streets during the holiday parade.

PUBLIC COMMENTS

None.

APPROVAL OF MINUTES

Minutes of the November 26, 2024 City Council Meeting

Consent Agenda.

CONSIDERATION OF CLAIMS AND FINANCIAL REPORTS

Claims for payment

Claims for Payment: November 27th - December 10th, 2024		
Group A		
Vendor	Description	Amount
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
ADP Payroll	Payroll	\$ 52,881.10
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
BOK Financial	GO Various Purpose Bonds 2020	\$ 12,175.00
BOK Financial	Hwy Allocation Fund Bond 2020	\$ 71,592.50
BOK Financial	Combined Utility Ref Bond 2020	\$ 9,766.25
BOK Financial	Combined Utility Ref Bond 2021	\$ 315,233.75
BOK Financial	GO Aquatic Center Bonds 2021	\$ 242,471.25
BOK Financial	GO Water Refunding Bond 2021	\$ 123,171.25
BOK Financial	Municipal Improve Bond 2023	\$ 45,200.00
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	Supplies	\$ 18.74
Chase Bank	2016 Hwy Allocation Bond	\$ 80,660.00
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

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
Joseph Hummel	WFR-Personal Vehicle Reimbursement	\$ 615.00
Kelly Supply Company	Supplies	\$ 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/Skid repairs, annual pump testing	\$ 1,781.84
Mammoth Station	Fuel	\$ 31.66
Matheson Tri-Gas, Inc.	Oxygen	\$ 1,109.75
Menards-Lincoln North	Supplies	\$ 671.27
Menards-Lincoln South	Supplies	\$ 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
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	Supplies, truck repair,	\$ 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

Council Member Pascoe moved to approve Claims Group A in the amount of \$1,235,994.05. Council Member Nielson seconded the motion.

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

Treasurer's Report and Budget & Expense Report

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

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

INTRODUCTION OF RESOLUTIONS

Consideration of Resolution 24-31 the signing of the Year-End Certification of City Street Superintendent 2024

Consent Agenda.

RESOLUTION NO. 24-31

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

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 of Waverly 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.

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

Council Member Pascoe moved to approve Resolution 24-32 adopting and revising the Employee Handbook. Council Member Nielson seconded the motion.

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

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.

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

Council Member Pascoe moved to approve Resolution 24-33 a Resolution of Appreciation for Bill Gerdes. Council Member Nielson seconded the motion.

City Administrator Fisher read Resolution 24-33; Fisher and Council Members thanked Mayor Gerdes.

RESOLUTION NO. 24-33

A RESOLUTION OF APPRECIATION FOR WILLIAM D. “BILL” GERDES, WAVERLY MAYOR

WHEREAS, THE Mayor serves as the chief executive of a City Government, leading the City Council, a legislative division of the Municipal Government. The Mayor oversees municipal operations, representing the community at large, and leading the City Council in decision-making regarding local policies and services; and

WHEREAS, William D. Gerdes has honorably served the City of Waverly as a City Council Member from December 2018 to December 2020, and as the Mayor from December 2020; and

WHEREAS, he was a Council liaison to the Park and Recreation Department and Economic Development endeavors; therefore contributing to the direction and development of Waverly; and

WHEREAS, William D. Gerdes has been the endorsement to many projects across all City departments, including the building of the Waverly Aquatic Center, a detailed study of Waverly water infrastructure capacity, implementing infrastructure fees, and encouraging investments to reduce taxpayer burden; and

WHEREAS, William D. Gerdes has been the public face of the City, providing leadership and direction on important issues, attended countless meetings, and made difficult and sometimes unpopular decisions for the City of Waverly; and

WHEREAS, the City of Waverly thanks Bill for his dedicated service to the City and its residents.

NOW THEREFORE BE IT RESOLVED, that the Waverly City Council Members and Waverly City Staff recognizes and appreciates William D. Gerdes for his devotion and commitment to making Waverly “A Great Place to Grow”.

PASSED AND APPROVED THIS 10TH DAY OF DECEMBER, 2024.

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

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

Council Member Pascoe moved to approve Resolution 24-34 a Resolution of Appreciation for Aaron Hummel. Council Member Nielson seconded the motion.

City Administrator Fisher read Resolution 24-34; Fisher, Mayor Gerdes, and Council Members thanked Council Member Hummel.

RESOLUTION NO. 24-34

A RESOLUTION OF APPRECIATION FOR AARON J. HUMMEL, WAVERLY CITY COUNCIL MEMBER

WHEREAS, THE City Council is the legislative division of the Municipal Government. It maintains the peace, regulates business, protects the public health and safety, and assesses such taxes and fees as are necessary and appropriate in the exercise of those functions; and

WHEREAS, Aaron J. Hummel has honorably served the City of Waverly as a City Council Member since December 2020; and

WHEREAS, he was a Council liaison to the Parks and Recreation Department, Public Works Department and Economic Development endeavors; therefore contributing to the direction and development of Waverly; and

WHEREAS, Aaron J. Hummel has dedicated countless hours of service to the City of Waverly in the Emergency Services Department, most recently as the Emergency Services Coordinator, advocating for the Waverly Fire/Rescue Department to better serve the citizens of Waverly; and

WHEREAS, Aaron J. Hummel has attended countless meetings, made difficult and sometimes unpopular decisions, acted as a voice for the community by listening to residents' concerns, and fostered growth for the City of Waverly; and

WHEREAS, the City of Waverly thanks Aaron for his dedicated service to the City and its residents.

NOW THEREFORE BE IT RESOLVED, that the Mayor, fellow Waverly City Council Members, and Waverly City Staff recognizes and appreciates Aaron J. Hummel for his devotion and commitment to making Waverly "A Great Place to Grow".

PASSED AND APPROVED THIS 10TH DAY OF DECEMBER, 2024.

The following Council Members voted "YEA": Jespersen, Pascoe, and Nielson. The following Council Members voted "NAY": None. Hummel abstained due to conflict of interest. Motion carried. 3-0.

INTRODUCTION OF ORDINANCES

Consideration of the second reading of Ordinance 24-13 to annex Waverly Ridge Estates. Council Member Pascoe moved to approve the second reading of Ordinance 24-13 to annex Waverly Ridge Estates. Council Member Nielson seconded the motion.

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

INTRODUCTION TO BUSINESS AND COMMUNICATIONS

Update on Wells and Water Levels.

City Administrator Fisher presented water static and pumping levels, precipitation updates, and well information provided by Public Works Director Whyman. Fisher reported although we have received 7 more inches of precipitation in comparison to last year, we are still in a moderate drought in Lancaster County according to the drought monitor. Fisher shared Jespersen had asked for more historical water usage data; Fisher shared the data. Fisher stated you can see where we were approaching 1 million gallons of water usage per day during the dry month of September, so it is evident people were likely watering outside of their 2-days-per-week watering schedule.

Fisher shared pumping levels and advised they are staying above 5 feet except for Well 5. Fisher stated the static levels have come up a little but nothing significant. Well 10 is currently offline due to well maintenance; they pulled the pump, cleaned the screens, performed maintenance, and replaced parts as needed. Fisher shared water usage graphed out to show where it has trended over the years. Fisher shared precipitation from 1950-2024, showing some low valleys and high peaks but is pretty cyclical. Fisher shared annual water usage from 1985-2024, noting how usage climbs with the population growth. Fisher encouraged questions be directed to Public Works Director Whyman. Mayor Gerdes shared information

showing we are down on static levels on a two-year period, in some cases 4-5 feet. Gerdes stated the static level is the important one because it tells how much water is in the bank.

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.

Consent Agenda.

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

Consent Agenda

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

Council Member Pascoe moved to approve accepting a proposal from JEO for the Test Well Siting Study. Council Member Nielson seconded the motion.

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

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.

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

Lancaster County Commissioner Rick Vest spoke regarding the \$61 million in ARPA funds Lancaster County received about 4 years ago from the Federal Government; their goals being to make sure all funds were put to good use in Lancaster County and build long-term improvements that wouldn't create obligations on Lancaster County. Vest shared projects that were completed using the funds in the City of Lincoln including mental health with a center focused on addiction and family trauma issues; tourism upgrades in baseball fields and the event center, which is a big economic driver; and infrastructure upgrades in broadband and water. Vest shared the importance of water and advised Lincoln has begun seeking a second water source to supply future growth, partially due to competition from irrigators up north who are also pulling from the current source of the Platte River. Vest shared effective testimonies were received by the board including from Waverly leadership when City Administrator Fisher stepped up on very short notice and testified to the legislature about Waverly's water needs. Vest stated it's not just Lincoln—it's a regional water source so Fisher's testimony was very valuable to the legislature so that made it very easy to support this project and one expression of our appreciation is to help Waverly. Vest stated it is really an honor to be here and present this to all of you, and all of you who have worked so hard to help Waverly grow. Mayor Gerdes and Council President Pascoe thanked Vest.

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

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.

Consent Agenda.

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

Council Member Pascoe moved to approve Waverly Parks & Recreation Field Rental Agreement and Policies. Council Member seconded the motion.

Council Member Jespersen reported the Parks & Rec Committee approved increases this year after reviewing fees in Lincoln to give fair pricing and we are also giving a hometown discounted pricing for Waverly teams.

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

COMMITTEE REPORTS

Human Services (Park & Recreation): Council Member Jespersen

Council Member Jespersen reported adult co-ed volleyball sign ups are happening now. In Wayne Park, both park bathrooms have been winterized and the irrigation on the fields have been winterized. Tree clean ups continue. Requests from baseball teams for field sign ups have already begun. Lawson Park irrigation and field maintenance, aeration and overseeding has been done.

Jespersen reported there was more discussion about the potential movement on a dog park, with the potential location being the land north of Lawson Park. The park would host both a big and small dog area, about 2.6 acres. There would also be some infrastructure that will be built there. The location made sense because there is already parking there but would potentially be some expansion of parking to the north, and a paved or gravel pathway for access to the dog park. A Facebook survey showed overwhelmingly positive responses from community members, which reinforced the Parks & Rec Committee’s decision to approve. The next step is securing funding options from grant applications and possibly selling advertising banners along the fencing, followed by Council approval. There would be one ongoing maintenance expense of dog bags and trash removal, which is consistent with a lot of other dog parks in other cities.

The Park & Rec Committee had much discussion and voted on where to set the field rental fees, which I appreciate. There is a new light fee at \$10 per hour for night games and practices. Home teams will get discounted pricing for tournaments, so after five games, the sixth one is free. There are more talks of having a tree advisory board designation added into city code, which would allow for more funding and grant funding as a Tree City designation for the City of Waverly. The tree advisory board could be housed just within the Parks & Rec department and will likely be coming soon as well.

Public Works (Utilities & Street): Council Member Nielson

Council Member Nielson reported they worked the Sullair trailer compressor that quit running when blowing out the Lawson Park sprinkler system. Finished sweeping leaves for the season and winterized the sweeper to store in the non-insulated storage building at the Wastewater Treatment Facility. Placed and picked up barricades for the Christmas parade. Worked on replacing the keypads and installed a new exit sensor on the WWTP gate. Attended an asphalt paving conference in Lincoln put on by the University of Auburns National Center of Asphalt technology. Received the remaining Items for the skid steer, the backhoe attachment and tamper. Filled in a sunk spot on Amberly Road for the winter until the panel can be replaced when it warms up next spring. Hauled out the leaf pile at the shop from street sweeping.

Public Health (Fire & Safety): Council Member Pascoe

Council Member Pascoe Reported the Santa Express was this past Sunday and was a success. The Parade had over 40 lighted floats this year. We had 3 former and current NU athletes judged the floats and the top two were awarded with cash. The fire department received over \$1,500 in cash donations and over \$5,000 in lottery sales for both tier 1 and tier 2 raffle prizes. Waverly Fire/Rescue has responded to approximately 500 calls for service year to date and they are on track for the highest number of calls in a year and the busiest year thus far. We have two more individuals from the community who are interested in becoming a member of the department.

Fiscal and Economic Development: Council Member Hummel

Council Member Hummel shared highlights from the year including seeing the Mexican restaurant opening, Honey Creek Restaurant was torn down, and the drone shop called Packers opened. Council Members discussed Shakers being torn down.

City Administrator Fisher

City Administrator Fisher reported the Federal Railroad Administration was out today doing an inspection on our Quiet Zone. The only thing to note is we do need to repaint some of the striping that goes up to crossing and we received an excellent review on our Quiet Zone.

ADJOURN SINE DIE

Council Member Hummel moved to adjourn sine die at 6:33 p.m. Council Member Nielson seconded the motion.

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

CALL TO ORDER OF NEW COUNCIL

NEW BUSINESS

Oath of Office to Mayor Abbey Pascoe.

Oath of Office to Council Member Dave Nielson.

Oath of Office to Council Member Aaron Delahoyde.

City Attorney Mark Fahleson administered the Oath of Office to Mayor Abbey Pascoe, Council Member Dave Nielson, and Council Member Aaron Delahoyde:

OFFICIAL OATH

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.

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.

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

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

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

Council Member Jespersen moved to approve the appointment of Allison Stark for Ward 2 City Council Member. Council Member Nielson seconded the motion.

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

Oath of Office to Allison Stark.

City Attorney Mark Fahleson administered the Oath of Office to Council Member Allison Stark.

Election of Council President.

Council Member Nielson moved to approve Council Member Jespersen as the Council President. Council Member Stark seconded the motion.

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

Consideration of the Mayor's recommendation for City Official Appointments.

Council Member Jespersen moved to approve Mayor's recommendation for City Official Appointments. Council Member Nielson seconded the motion.

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

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

Consideration of the Mayor's recommendation for City Council Liaison Appointments.

Council Member Jespersen moved to approve Mayor's recommendation for City Council Liaison Appointments. Council Member Nielson seconded the motion.

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

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

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

Council Member Jespersen moved to approve Mayor's recommendation for Planning Commission; Board of Adjustments; Park, Recreation, and Tree Committee; Emergency Management Committee Appointments. Council Member Nielson seconded the motion.

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

Appointed Boards & Committees for 2025

Community Redevelopment Authority

5 Year Term – 5 Members

<u>Members:</u>	<u>Term Expires:</u>
Missi Pishna	Dec-2025
Ryan Meston	Dec-2026
Rusty Wellman	Dec-2027
Greg Dunlap	Dec-2028
Cole Stark	Dec-2029

Planning Commission

3 Year Term – 7 Members

<u>Members:</u>	<u>Term Expires:</u>
Lindsay Erickson	Dec-2025
Tyson Ritz (ETJ)	Dec-2025
Tony Larson	Dec-2026
Heather Chloupek	Dec-2026
Melissa Brown	Dec-2026
Kris Bohac	Dec-2027
Jake Sorensen	Dec-2027

Board of Adjustment

3 Year Term – 5 Regular Members – 1 Alternate Member

<u>Members:</u>	<u>Term Expires:</u>
Ron Dubas (ETJ)	Dec-2025
Melissa Brown (Planning Commission)	Dec-2026
Sonny Fankhauser (Alternate)	Dec-2026
Kelly Sears	Dec-2027
Joseph Poole	Dec-2027
Andrew Cockerill	Dec-2027

Park, Recreation, and Tree Committee

3 Year Term – 6 Members (including the non-voting Council Member) – 1 Non-Voting Council Member

<u>Members:</u>	<u>Term Expires:</u>
Patrick Peterman	Dec-2026
Andy Wilcox	Dec-2026
Arica Carlson	Dec-2026
Trevor Hasenkamp	Dec-2027
John Toy	Dec-2027
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

<u>Members:</u>	<u>Term Expires:</u>
Robin Hoffman (Emerg Serv Coord)	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

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

Council Member Jespersen moved to approve changes to the Signature Cards for First State Bank, Horizon Bank, Pinnacle Bank, and Nebraska CLASS. Council Member Nielson seconded the motion.

City Administrator Fisher explained the City has over 30 bank accounts and all of them require multiple signatures and the signatories on the bank accounts are typically Mayor, Council President, and 2 City staff members which is usually the City Treasurer and City Administrator, so whenever we change leadership, we have to change all the signature cards for all of the bank accounts.

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

EXECUTIVE SESSION

Council Member Nielson moved to go into Executive Session for the protection of the public interest regarding a strategy session with respect to a real estate purchase. Council Member Stark seconded the motion.

The following Council Members voted “YEA”: Delahoyde, Stark, Jespersen, and Nielson. The following Council Members voted “NAY”: NONE. Motion carried. 4-0.

City Attorney Fahleson declared Closed Session at 6:46 p.m. Those present in Executive Session were Mayor Pascoe, Council Members Jespersen, Nielson, Delahoyde, and Stark, City Administrator Fisher, City Attorney Fahleson, and City Clerk Frye. No action was taken during Executive Session.

City Attorney Fahleson declared Open Session at 6:52 p.m.

Council Member Jespersen moved to leave Executive Session at 6:52 p.m. Council Member Nielson seconded the motion.

The following Council Members voted “YEA”: Stark, Jespersen, Nielson, and Delahoyde. The following Council Members voted “NAY”: None. Motion Carried. 4-0.

ADJOURNMENT

Council Member Jespersen moved to adjourn at 6:52 p.m. Council Member Nielson seconded the Motion. The following Council Members voted “YEA”: Jespersen, Nielson, Delahoyde, and Stark. The following Council Members voted “NAY”: None. Motion Carried. 4-0.

Abbey L. Pascoe
Mayor

Megan K. Frye
City Clerk/Human Resources Assistant

Claims for Payment: December 11th - 23rd, 2024

Group A			
Vendor	Description	Amount	Date Paid
Aaron Hummel	Waverly Fire Member Stipends & Personal Vehicle Reimbursement	\$ 830.00	
ADP FEES	Payroll Fees	\$ 132.75	12/20/2024
ADP Payroll	Payroll	\$ 37,281.55	12/27/2024
Aerzen USA Corp.	Wastewater blower filters	\$ 1,314.88	
BAUER BUILT	Tire repair, Unit 11 oil & fuel filters	\$ 1,651.76	
BLUE CROSS BLUE SHIELD NE	Health Insurance	\$ 16,834.63	1/1/2025
Brainard Heating & Air	Shop's office heat repair	\$ 155.00	
CARQUEST AUTO PARTS	Blower belts, compressor fuel pump	\$ 809.31	
Endress+Hauser, Inc.	Polymer tank control system repairs	\$ 1,673.82	
FASTENAL COMPANY	Parts for ox ditch pumps	\$ 179.10	
Fireguard, LLC	Fire extinguisher	\$ 380.46	
Frontier	Salt brine parts	\$ 7.43	
Greg Gerlach	WFR-Personal Vehicle Reimbursement	\$ 285.00	
Hometown Leasing	FD Copier	\$ 71.48	
JOHN HANCOCK USA	Retirement	\$ 3,152.37	12/27/2024
LIFE-ASSIST, INC.	Medical Supplies	\$ 1,052.05	
LINCOLN ELECTRIC SYSTEM	Electricity	\$ 13,831.52	
MENARDS-LINCOLN NORTH	Culvert repair, microwave, handcart, fuel treatment, antifreeze	\$ 540.83	
Mutual of Omaha	Life & Vision Insurance	\$ 497.77	
NADIA KOVAL	Cleaning Service	\$ 439.23	
NMC, INC.	Compact track loader w/bucket	\$ 101,425.00	
One Billing Solutions	November 2024 Billing-EMS	\$ 1,234.49	
QUIK DUMP REFUSE	Garbage Service	\$ 533.27	
REMBOLT LUDTKE LLP	Legal Fees	\$ 3,000.00	
SCHOOL DISTRICT #145	Santa Express treats	\$ 213.03	
State Fire Marshal Training Div.	Instructor certification	\$ 50.00	
SUNBELT RENTALS, INC.	Lift rental	\$ 304.50	
TRACEY C. WHYMAN	Parking Reimbursement	\$ 21.00	
U. S. POSTMASTER	Stamps/Postage	\$ 599.11	
Unforgettable Events	Santa Express DJ	\$ 750.00	
UNION BANK & TRUST CO.	HSA Accounts	\$ 2,500.00	1/1/2025
VERIZON WIRELESS	Phone Service	\$ 360.30	
WILLIAM GERDES	WFR-Personal Vehicle Reimbursement	\$ 1,635.00	
Storage Ninjas - Waverly	Storage for Engine 34 - F.D. debit card purchase	\$ 132.00	
Sam's Club	Santa Express items - F.D. debit card purchase	\$ 237.05	
Sam's Club	Santa Express items - F.D. debit card purchase	\$ 78.60	
Sam's Club	Santa Express items - F.D. debit card purchase	\$ 296.81	
Walmart	Santa Express items - F.D. debit card purchase	\$ 45.55	
Walmart	Santa Express items - F.D. debit card purchase	\$ 94.49	
	Claims Group A Total	\$ 194,631.14	

Abbey Pascoe, Mayor

Cheris Cadwell, City Treasurer/Deputy Clerk

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

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024		
January		\$32,992.14	\$29,189.49	\$29,531.36	\$32,688.55	\$32,284.36	\$33,172.54	\$46,014.14	\$41,917.94	\$46,648.43	\$90,625.85	\$103,786.45	\$105,194.37	\$104,708.89		
February		\$29,537.64	\$30,246.77	\$64,480.25	\$36,940.26	\$41,698.05	\$41,692.99	\$60,599.43	\$46,095.47	\$54,122.85	\$109,289.36	\$116,586.73	\$131,852.76	\$114,253.11		
March		\$26,920.56	\$26,887.71	\$30,457.12	\$35,161.97	\$35,290.80	\$40,821.47	\$40,219.57	\$42,933.14	\$42,610.56	\$75,928.93	\$99,352.41	\$95,771.88	\$82,176.63		
April		\$28,796.53	\$28,137.26	\$29,420.11	\$29,176.72	\$30,227.87	\$34,683.45	\$41,461.95	\$34,740.53	\$47,940.60	\$77,700.69	\$111,903.31	\$97,168.62	\$111,029.70		
May	\$8.24	\$35,288.09	\$34,362.26	\$34,621.55	\$31,802.05	\$39,108.51	\$43,465.17	\$52,003.47	\$47,233.51	\$44,064.34	\$93,473.57	\$97,854.57	\$101,491.84	\$105,729.62		
June	\$21,243.02	\$32,198.24	\$28,426.22	\$38,672.07	\$31,794.65	\$33,427.73	\$40,781.58	\$45,768.13	\$41,378.54	\$52,572.46	\$99,944.43	\$95,376.36	\$111,660.31	\$96,112.09		
July	\$25,244.63	\$30,457.75	\$31,952.30	\$39,768.61	\$43,691.63	\$5,327.24	\$45,632.90	\$50,294.37	\$52,805.83	\$45,600.18	\$98,328.54	\$100,142.61	\$106,592.60	\$107,047.20		
August	\$29,839.16	\$36,192.83	\$33,585.11	\$32,131.22	\$31,226.35	\$44,897.74	\$48,886.02	\$51,641.21	\$50,411.52	\$59,379.70	\$107,707.62	\$121,477.70	\$130,326.31	\$99,092.02		
September	\$30,988.54	\$37,130.93	\$34,002.03	\$41,645.33	\$49,711.78	\$36,561.46	\$41,391.36	\$42,353.80	\$50,953.89	\$67,428.76	\$99,848.37	\$104,395.19	\$103,737.29	\$91,604.71		
October	\$29,229.16	\$36,993.71	\$38,297.05	\$35,077.10	\$36,328.32	\$39,165.85	\$45,678.64	\$52,076.81	\$57,694.98	\$55,385.72	\$99,986.54	\$119,671.73	\$114,754.32	\$95,256.32		
November	\$29,346.34	\$32,505.44	\$41,745.15	\$37,159.48	\$36,419.27	\$47,264.28	\$50,944.62	\$42,158.82	\$58,477.36	\$56,647.46	\$118,010.17	\$109,006.57	\$102,350.94	\$104,667.52		
December	\$27,622.05	\$29,632.44	\$17,238.71	\$32,581.21	\$22,368.15	\$35,162.51	\$48,520.21	\$45,481.83	\$45,307.48	\$90,445.57	\$87,009.84	\$14,777.74	\$102,439.75	\$83,758.65		
Total Year	\$193,521.14	\$388,646.30	\$374,070.06	\$445,545.41	\$417,309.70	\$420,416.40	\$515,670.95	\$570,073.53	\$569,950.19	\$662,846.63	\$1,157,853.91	\$1,194,331.37	\$1,303,340.99	\$1,195,436.46	\$796,958.04	\$398,478.42
Monthly Ave	\$24,190.14	\$32,387.19	\$31,172.51	\$37,128.78	\$34,775.81	\$35,034.70	\$42,972.58	\$47,506.13	\$47,495.85	\$55,237.22	\$96,487.83	\$99,527.61	\$108,611.75	\$99,619.71		

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

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

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

2021	JANUARY	74,598.19	4,558.11	-879.05	-2,348.32	75,928.93	13,386.75
2021	FEBRUARY	72,896.15	7,312.07	-104.42	-2,403.11	77,700.69	12,505.52
2021	MARCH	93,083.13	3,284.28	-2.9	-2,890.94	93,473.57	14,828.07
2021	APRIL	98,712.24	5,293.21	-969.96	-3,091.06	99,944.43	23,661.01
2021	MAY	97,187.83	4,222.15	-40.35	-3,041.09	98,328.54	25,823.99
2021	JUNE	108,982.91	2,055.87	0	-3,331.16	107,707.62	29,613.97
2021	JULY	95,408.95	7,528.82	-1.31	-3,088.09	99,848.37	18,159.99
2021	AUGUST	99,081.53	3,997.38	0	-3,092.37	99,986.54	19,045.36
2021	SEPTEMBER	95,169.14	26,490.83	0	-3,649.80	118,010.17	14,982.49
2021	OCTOBER	84,890.49	4,810.38	0	-2,691.03	87,009.84	9,257.17
2021	NOVEMBER	99,432.30	7,571.35	-7.31	-3,209.89	103,786.45	13,258.56
2021	DECEMBER	117,320.03	2,872.48	0	-3,605.78	116,586.73	20,511.17
2022	JANUARY	94,993.99	7,431.17	0	-3,072.75	99,352.41	16,055.01
2022	FEBRUARY	100,863.32	14,500.92	0	-3,460.93	111,903.31	31,073.57
2022	MARCH	95,600.01	5,280.99	0	-3,026.43	97,854.57	16,791.29
2022	APRIL	98,630.99	5,313.40	-5,618.25	-2,949.78	95,376.36	18,250.98
2022	MAY	96,913.50	6,326.30	0	-3,097.19	100,142.61	22,080.80
2022	JUNE	119,936.26	5,303.56	-5.08	-3,757.04	121,477.70	35,999.23
2022	JULY	110,599.83	6,739.12	-9,715.04	-3,228.72	104,395.19	25,964.36
2022	AUGUST	115,315.14	8,057.78	0	-3,701.19	119,671.73	24,717.82
2022	SEPTEMBER	107,091.76	5,286.15	0	-3,371.34	109,006.57	20,853.84
2022	OCTOBER	97,831.00	6,146.73	-88,742.95	-457.04	14,777.74	17,684.55
2022	NOVEMBER	103,147.49	5,303.92	-3.61	-3,253.43	105,194.37	14,413.06
2022	DECEMBER	126,213.66	9,717.02	0.00	-4,077.92	131,852.76	19,582.54
2023	JANUARY	99,931.16	4,540.54	-5,737.80	-2,926.02	95,771.88	16,309.36
2023	FEBRUARY	92,450.77	7,723.06	0.00	-3,005.21	97,168.62	17,766.17
2023	MARCH	104,088.00	5,851.20	-5,308.44	-3,138.92	101,491.84	19,821.37
2023	APRIL	107,671.13	7,442.59	0.00	3,453.41	111,660.31	22,676.53
2023	MAY	99,774.64	10,985.95	-871.31	-3,296.68	106,592.60	15,819.03
2023	JUNE	116,964.50	17,405.68	-13.16	-4,030.71	130,326.31	34,107.82
2023	JULY	90,489.34	16,652.84	-196.52	-3,208.37	103,737.29	20,060.61
2023	AUGUST	106,653.66	11,652.42	-2.66	-3,549.10	114,754.32	20,898.64
2023	SEPTEMBER	94,484.67	11,064.11	-32.35	-3,165.49	102,350.94	17,374.97
2023	OCTOBER	89,704.24	15,907.81	-4.06	-3,168.24	102,439.75	19,912.75
2024	NOVEMBER	97,589.16	14,908.49	-4,550.34	-3,238.42	104,708.89	21,411.40
2024	DECEMBER	95,134.75	22,651.96	0.00	-3,533.60	114,253.11	12,711.15
2024	JANUARY	76,394.12	9,310.60	-986.54	-2,541.55	82,176.63	12,082.66
2024	FEBRUARY	103,146.31	11,657.40	-340.10	-3,433.91	111,029.70	31,303.95
2024	MARCH	101,023.80	7,990.16	-14.35	-3,269.99	105,729.62	18,011.46
2024	APRIL	89,290.02	9,800.04	-5.43	-2,972.54	96,112.09	16,984.55

2024	MAY	101,290.86	9,067.08	0.00	-3,310.74	107,047.20	25,940.79
2024	JUNE	95,653.49	6,662.89	-159.66	-3,064.70	99,092.02	25,619.52
2024	JULY	87,998.16	6,439.69	0.00	-2,833.14	91,604.71	14,076.87
2024	AUGUST	90,958.63	7,243.76	0.00	-2,946.07	95,256.32	15,569.72
2024	SEPTEMBER	105,512.30	13,132.88	10,740.52	-3,237.14	104,667.52	21,204.49
2024	OCTOBER	84,153.55	8,735.27	-6,539.70	-2,590.47	83,758.65	16,601.42
	TOTALS			-\$225,638.65		\$9,408,983.04	

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

City of Waverly
November, 2024

Gross Sales

Waverly \$ 218,585.34

Gross Sales 100.00% **\$ 218,585.34**

Prizes (Payouts)

Waverly

Prizes (Payouts) 81.3030% **\$177,716.40**

Operator Commission 12.0000% \$26,230.24

City Share 6.4924% \$14,191.40

Uncollected Winnings 0.2046% \$447.30

Interest \$8.36

Total to city **\$14,647.06**

YTD SALES \$ 414,923.87

City 7%min earned YTD \$29,044.67

Paid YTD \$30,470.41

Due City **(\$1,425.74)**

ORDINANCE NO. 24-11

AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA, AMENDING CHAPTER 91 OF THE WAVERLY MUNICIPAL CODE RELATING TO FIRE PREVENTION; OUTDOOR FIREPLACES; REQUIREMENTS

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

Section 1. That Section 91.06, Subsection A contained within Chapter 91 of the Waverly Municipal Code be amended to read as follows:

FIRE PREVENTION

§ 91.01 FIRE PREVENTION CODE.

The rules and regulations promulgated by the office of the State Fire Marshal of the State of Nebraska relating to fire prevention are incorporated by reference into this Code and made a part of this Article as though spread at large herein together with all subsequent amendments thereto. (*Ref. 18-132, 19-902, 19-922, 81-502 RS Neb.*) (*Amended by Ord. 02-04, 2/4/02*)

§ 91.02 FIRE PROHIBITED.

It shall be unlawful for any person to set out a fire at any location within the Municipality.

§ 91.03 SKY LANTERNS PROHIBITED.

(1) Flying lantern-type devices are prohibited from sale, possession, and use in the City's jurisdiction.

(2) For purposes of this section, flying lantern-type devices means devices that require a flame which produces heated air trapped in a balloon-type covering allowing the device to float in the air. Flying lantern-type devices shall not include hot-air balloons used for transporting persons. (*Neb. Rev. Stat. § 28-1255*)

§ 91.04 DEFINITIONS.

For the purpose of this Article, certain words, phrases, and terms shall be construed as specified below, unless the context otherwise requires:

- A. Fire Pits shall mean constructed of steel, concrete or stone, and constructed above ground with heavy steel screen covering.
- B. Portable Fire Pit shall mean a structure that is manufactured and intended to confine and control outdoor wood fires. Designed as a portable or moveable fire pit.

C. Chimineas shall mean an outdoor patio fireplace, usually made from clay, intended to confine and control outdoor fires with controlled burning. (Est. by Ord. 10-08, 7/19/10)

~~C-D.~~ Outdoor Fireplace shall mean any fire pit, portable fire pit, or chimineas. Outdoor fireplace does not include barbeque grills that are primarily for outdoor cooking.

§ 91.05 BUILDING PERMIT REQUIRED.

~~A.~~

A. A building permit is required for a fire pit, but not for a chiminea or portable fire pit. Barrels, half barrels, drums, or similarly constructed devices are not fire pits, and are not allowed. ~~Outdoor fireplaces do not include barbeque grills that are primarily for outdoor cooking.~~ (Est. by Ord. 10-08, 7/19/10)

B. The requirements for the issuance of a building permit by the City to have a fire pit are:

1. A minimum of a ten foot clearance between the fire pit and combustible materials;
2. Fire pit shall be constructed of concrete or an approved non-combustible material;
3. Fuel fire area and openings shall be completely enclosed by a spark guard (wire mesh no greater than 1/2" square openings);
4. Size of the fuel area shall not be larger than 3' in diameter and a height of no more than 3';

§ 91.06 USE OF OUTDOOR FIREPLACE REQUIREMENTS.

A. The requirements for use of an outdoor fireplace are as follows:

1. Outdoor fireplaces shall be placed on a stable non-combustible surface such as a concrete pad and only at grade level;
2. Vent stacks, chimneys and chimineas shall have a steel screen cover made of heavy wire mesh;
3. Burn untreated non-milled lumber (no construction materials) or approved fireplace starter logs; no leaves, grass, or yard waste;
- ~~1-4.~~ Limit the amount of material being burned to ensure the flames are confined inside the fuel area of the fireplace. Do not allow the flames to extend above the pit or chimney;
- ~~2-5.~~ Keep a water supply, garden hose or fire extinguisher readily available in case of emergency;
- ~~3-6.~~ Use of an outdoor fireplace is prohibited when winds are blowing over 15 miles per hour, a red flag warning has been issued for Lancaster County by the National Weather Service~~Do not burn an outdoor fireplace when winds are blowing over 12 mph or when weather conditions are extremely dry; Burning in an outdoor fireplace is prohibited when a burning ban has been issued or when a "Red Flag" warning has been issued for the area,~~ or when a burn ban has been declared by the Waverly Fire

Chief;

~~4.7.~~ All outdoor fireplaces must be under supervision by a person over the age of 18;

~~5.8.~~ ~~Fires must be completely extinguished and embers cooled prior to 12:00 midnight;~~

~~6.9.~~ Smoke shall not create a nuisance for neighbors;

~~7.10.~~ The burning of trash, plastic, or any other material that creates hazardous or unwanted fumes is prohibited. Only firewood or similar material appropriate for fireplace use can be burned within the corporate limits. *(Est. by Ord. 10-08, 7/19/10)*

§ 91.07 VIOLATION; PENALTY.

Any person who shall violate any of the provisions of Sections 91.04 through 91.07 shall be guilty of a Class II Misdemeanor as defined by § 131.22 of this Code. *(Est. by Ord. 10-08, 7/19/10)*

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 _____, 2024.

Abbey L. Pascoe
Mayor

ATTEST:

Megan K. Frye
City Clerk/Human Resources Assistant

(Seal)

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 23RD DAY OF DECEMBER, 2024.

Abbey L. Pascoe
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

Stephanie Fisher

From: Jeffrey Cochran <jeffrey@stingrayts.com>
Sent: Thursday, December 12, 2024 10:59 PM
To: Stephanie Fisher
Cc: Tracey Whyman; Brent Warwick
Subject: AV Project

Stephanie, I was able to meet Tracey at the city office today and we discussed the plan for the TV's, power requirements as well as cables and setup.

It was a very positive meeting, and we discussed a couple options for the power across the floor.

We noticed the path for potential conduit is where some discolored tiles are placed, and it would not take a couple days to cut the concrete and put in a piece of conduit and put in new floor tiles that are not discolored.

Tracey said he would discuss it with you.

The other option would be to place more cables across the floor and try to cover them with a rubber wire guide we can tape down. We will have power and HDMI with Network needing to be run across that area. Conduit would also allow us to pull more cable later if needed.

At our meeting, Tracey and I have decided that:

Jeffrey will handle:

- Camera System
- HDMI Splitter
- Setup and Testing

Tracey will handle:

- 4 power receptacles - Electric requirements with Mike Faughn
- Network Cable run from main server area, discuss with Mike Faughn
- Hang 4 TV's provided by the city
- Obtain and run 4 HDMI cables for TV's and Laptop
- Discuss conduit and replacing the discolored floor tiles, should not take a couple days

Quoted Items:

- New Video Conference Camera system with extended microphone
- HDMI 1-in - 3Out out active HDMI splitter
- Setup, installation, and testing of all hardware
- Training session with staff to learn new camera system
- 1-month of support for new camera system
- 1-year parts and service warranty
- \$4,524.37

Please let me know if you have any questions or need more information.

Thanks -



Livestream & Recorded Meeting / Virtual Meeting Audio Visual System Project

City

2 – 55 inch TVs (east & west walls)

1 – 75 inch TV (north wall)

Install Mounting Brackets and HDMI Cables

Demo and Replace Section of Floor for Conduit Total \$1,800

Faughn Electric

Install Electrical Services and Network Cabling Total \$1,175

Stingray Technology

Video Camera with External Microphone & Stand

HDMI Splitter

Setup and Testing of New Equipment

Staff Training on Video Camera System Total \$4,525

TOTAL \$7,500

ESTIMATE

Faughn Electric
10321 N 142ND STREET
WAVERLY, NE 68462

faughn402@windstream.net
402-540-3087

Bill to

City of Waverly (Clerk)
PO Box 427
Waverly, NE 68462

Estimate details

Estimate no.: 1077
Estimate date: 12/17/2024

#	Product or service	Description	Qty	Rate	Amount
1.	Description	Description of work performed - In the City Council Chambers install three receptacle behind three TV screens, install a forth above the ceiling on the south wall for an HDMI splitter. In the floor Tracy will open and remove the concrete Faughn Electric will install two conduit runs, a 1/2" PVC conduit for electrical so to install a double duplex receptacle to service audio equipment. and then run a CAT 5 cable (Same that was used in the Wayne Park project). That will installed in the 1-1/4 PVC conduit in the floor underneath the closest desk and up to the audio equipment back to the south wall up to the ceiling and across to the TVs. a city provided HDMI cable will also be placed in the 1-1/4" conduit up the south wall to the ceiling to the spitter location.	1	\$1,175.00	\$1,175.00
2.	Special Note	Special Note - The City will open the floor in order that the conduit can be installed and replace the concrete when the conduits have been installed.	1	\$0.00	\$0.00
				Total	\$1,175.00

Accepted date

Accepted by



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

November 13, 2024

City of Waverly
Attn: Mike Palm
14130 Lancashire St.
PO Box 427
Waverly, Nebraska 68462-0427

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Construction Phase Services
Waverly Ridge – Public Improvements Project(s)

It is our understanding that 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 will begin pre-construction services in advance of the anticipated construction start date and complete post construction services upon project completion. Olsson expects to perform inspection and testing services under the Agreement as follows:

Anticipated Start Date: _Contractor NTP_ or actual start date_
 Anticipated Completion Date: _Contractor start + **_140_** WD_

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.

PROJECTED HOURLY RATES

Olsson will use the following projected hourly rates and estimated hours in performance of the work described herein.

	Classification	Hourly Rate	Estimated Hours
	Project Manager/Engineer	\$185.00	60
	Project and Construction Manager	\$110.00	355
	Senior Construction Inspection (RPR)	\$90.00	865
	Construction Inspector	\$75.00	140
	Administrative	\$70.00	8
Total estimated hours			1428

COMPENSATION

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

Phase	Description	Fee Type	Fee
100	Project and Construction Management	T&E	\$ 19,745.00
200	Construction Inspection and Testing	T&E	\$ 110,390.00
300	Post Construction Services	T&E	\$ 13,750.00
400	Reimbursable Expenses	Actual	\$ 12,565.00
Total Proposed Time and Expense Fee			\$ 156,450.00

Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$156,450.00.

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 Mike Palm.

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. 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 
Brian Jueman, PMP

By 
Zach Albin, E.I.

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
- Reimbursable Expense Schedule
- General Provisions

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated November 13, 2024, between City of Waverly ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

GENERAL

Olsson shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

SCOPE OF SERVICES

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

CONTRACT FOR CONSTRUCTION DESIGN SERVICES

Owner: City of Waverly
Engineer: Olsson
Project: Waverly Ridge – Public Improvements

Olsson will furnish Project Management, Construction Management, On-site Field, and Project Close-Out Services during the construction phase of **Waverly Ridge – Public Improvements Project(s)**. By performing the services, no authority or responsibility is assumed to supervise, direct, or control the Contractor's work or the Contractor's means, method, techniques, or procedures of construction. Olsson shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes or orders applicable to the Contractor furnishing and performing the work. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. These services shall in no way relieve the Contractor of complete supervision of the work or the Contractor's obligation for complete compliance with the drawings and specifications. The construction duration is estimated at **140** working days.

Phase 100 – Project and Construction Management

100.10 General Project Management

Olsson shall perform the following general project management services:

- Olsson will provide monthly progress reports and invoices, showing percent of work completed for each task to the Client and manage the project budget.

100.20 Construction Administration

Olsson shall furnish a Construction Administrator to manage and oversee the construction work, develop and maintain project documents and reporting procedures and respond to contract related questions or changes in conditions that may be encountered. Olsson shall perform the following construction administration services:

- Olsson will review and process the Contractor's monthly payment requests, and forward to the Client for payment.

- Olsson will coordinate the preparation of any change orders that are agreed to by the contract parties. Documentation to support the basis for the claim will be developed, as well as justification for change to the contract price. Olsson will review all change orders to ensure that the Client's interests have been protected in the proceedings, and all change order requests will be discussed with the Client before they are developed in final form.
- Answer contractors' questions and interpret construction documents. Questions and interpretations will be answered with a written Request for Information (RFI) or similar process.
- Olsson will set up and maintain appropriate project files related to the project. Included in the project file shall be all project correspondence, work change directives, change orders, meeting minutes, request for information, material certifications, test reports and project schedules.

Phase 200 – Construction Inspection and Testing

200.10 Construction Observation and Reporting

Olsson will observe the Contractor's work and perform the services listed below. Olsson shall not have the responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of Olsson. This service shall in no way relieve the Contractor of complete supervision of the work or the Contractor's obligation for complete compliance with the drawings and specifications. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. The anticipated fee for this task is generated assuming a varied level of part-time and full-time site visits to observe and test utility installations and pavement construction activities.

- Olsson shall conduct site visits to perform field observation of the general progress of the work to assist in determining if the work is proceeding in general accordance with the plans and specifications. All discrepancies will be reported to the Client and Contractor. The anticipated site visits include:
 - Utility installation – Varied-Time observation and material testing for backfill /compaction of trenches for water and sewer utility construction (525 hours est.).
 - Pavement construction – Varied-Time observation and material testing for subgrade preparation, pavement materials testing and construction (440 hours est.).
- Olsson will complete weekly field construction reports containing a summary of the Contractor's progress, general conditions of the work, problems & resolutions or proposed resolutions and installed quantities.
- Project Documentation: Compile documentation to support the basis of all Requests For Information (RFI), Field Orders, Work Change Directives, and Change Orders.
- Pay Requests: Verify quantities of stored materials and completed work. Prepare and process payment requests based on field verifications of quantities requested by the Contractor.
- Liaison: Serve as Construction Administrators liaison with contractor, working principally through contractor's superintendent and assist Contractors in understanding the intent of the contract documents.
- Review of Work, Rejection of Defective Work, Observations and Tests: Conduct on-site observations of the Work in progress. Report to Construction Administrator whenever Field Observer believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any governing agency, test or approval required to be made; and advise Construction Administrator of work that Field Observer believes should be corrected or rejected or should be uncovered for observation, or requires special testing, or approval.

- Modifications: Consider and evaluate Contractor's suggestions for modifications to the Plans and Specifications and report with Field Observer's recommendations to Construction Administrator. Transmit to Contractor decisions as issued by the Construction Administrator.
- NPDES/SWPPP: The implementation, inspections, and documentation required to meet the requirements of the NPDES permit are not included in this scope of work.

200.20 Materials and Other Testing

Olsson shall provide materials testing and other testing as required for construction of the new utilities and pavements. This would include concrete testing for new pavement, compaction testing for pavement construction, and compaction testing for trench backfill and backfill at structures. Final quantities and frequency of testing will be dependent on the construction schedule, but the hourly rate and unit prices proposed will remain the same for the duration of the project.

- Utility Backfill: Olsson will obtain samples of backfill material for standard Proctor and Atterberg limits testing. Field moisture-density tests will be performed in backfill placed within segments of the utility trenches. Testing will be performed at a minimum of one test per 150 lf of backfill placed for the storm sewer, sanitary sewer and water main. We have assumed the following number of Proctors and Atterbergs required for testing of soil to be used as backfill:

- On-site material – (4) EA Standard Proctors
- On-site material – (10) EA Atterberg Limits

- Concrete – Pavement: Olsson will perform concrete sampling; including slump, air entrainment and temperature on composite samples of concrete. Cylinders will be cast from the concrete used in the construction of the structures for compressive strength testing. The following have been assumed:

- Concrete Pavement – (18) sets of five test cylinders

Concrete – Structural: Olsson will perform concrete sampling; including slump, air entrainment and temperature on composite samples of concrete. Cylinders will be cast from the concrete used in the construction of the structures for compressive strength testing. Olsson will perform inspection of steel reinforcement including reinforcing steel layout and spacing, epoxy coating damage repair, sheet piling, rip rap placement and railing installation. We have assumed the following number of tests required for testing of concrete:

- Concrete Structures – (10) sets of 5 samples
- Temperature probes – (10) if required

- Reporting: Olsson field professionals will prepare typed field reports summarizing each day's field observations, presenting test results, and detailing items not in compliance with the project drawings and/or specifications. Field reports will be reviewed by our Construction Manager and summarized in letters transmitted to the Client and General Contractor. Olsson is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. Olsson responsibility as special inspector is to report our field observations and test results to the Contractor and Client as provided herein.

Phase 300 – Post Construction Services

300.10 Substantial Completion

Olsson will conduct a walk-through of the project. A “punch list” of deficiencies will be prepared and distributed, which will indicate what is necessary for the Contractor to achieve Final Completion of the project.

300.20 Project Closeout / Final Quantities

Provide written documentation concerning final completion, final quantities and payment to the Contractor and the City, including a list of outstanding items, if any, to be completed prior to the making of such payment.

300.30 Final Completion

Olsson will conduct a final walk-through of the project with the Contractor and Owner to determine that all items on the “punch list” were addressed, and that the Contractor has achieved final completion of the project

300.40 Record Drawings

Olsson will prepare record drawings, based on contractors’ “red lines” and site observation. This information will be combined and one set of redlined record drawings in PDF format will be provided to the Client at the completion of the project. (Updated electronic CAD files of the record drawings are not included in this scope of work).

300.50 Final Review Certification

Olsson will furnish a letter certifying project was constructed in general conformance to the project plans and specifications.

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.

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REIMBURSABLE EXPENSE SCHEDULE

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

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.67/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

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

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated November 13, 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, 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.

**LANCASTER COUNTY ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT**



Change Order No. 5
Date: 12/20/2024

Contractor: Yost Excavation
Project No. 21-61 **Bid No.** 23-257
Contract No. C-23-0983 **Contract Date:** 12/19/2023 **Description:** Ash Hollow Waverly Channel Stabilization

WE HEREBY REQUEST APPROVAL OF CHANGES IN THE PLANS, SPECIFICATIONS, OR WORK NOT INCLUDED IN THE PLANS OR CONTRACT DESCRIBED AS FOLLOWS:

Install a new vegetated rock swale and an additional rock slope at Station 40+25 due to erosion issues on site. This will be an increase to the contract of \$19,276 (from \$876,872 to \$896,148).

ESTIMATED CHANGES IN QUANTITIES OF ITEMS OF WORK AT CONTRACT OR AGREED UNIT PRICES						
ITEM OF WORK	UNIT	INCREASED QUANTITY	DECREASED QUANTITY	CONTRACT UNIT PRICE	AGREED UNIT PRICE	INCREASED (+) OR DECREASE (-)
SP-13 Excavation	CY	100		\$ 14.25		\$ 1,425.00
SP-18 D90= 24" Rock Toe Protection	CY	11		\$ 165.00		\$ 1,815.00
SP-19 D90= 12" Rock Slope with 6" Sc	CY	14		\$ 296.00		\$ 4,144.00
SP-20 Vegetated Rock Swale	CY	20		\$ 324.00		\$ 6,480.00
SP-21 4" Thick Granular Backfill	CY	8		\$ 129.00		\$ 1,032.00
Tree Removal and Minor Clearing	LS	1			\$ 1,500.00	\$ 1,500.00
Hauling Cost Differential for Partial Loads	LS	1			\$ 2,880.00	\$ 2,880.00
						\$ -
TOTAL NET INCREASE (+) or DECREASE (-)						\$ 19,276.00

For and in consideration of the prices set forth in this agreement, the Contractor agrees to complete the extra and additional work or reduced quantities of work described herein and accept the prices shown as full payment. The insurance, bond and items of the contract remain in full effect, except as specifically changed herein, and shall apply to this agreement.

Contractor's Representative (Printed Name)

Larry Legg, Project Engineer Date: _____

Pam Dingman, County Engineer Date: _____

Approved as to form this _____ day
of _____, 2024

Lancaster County Attorney

Contractor's Representative (Signature) Date: _____

Executed this _____ day of _____, 2024
Lancaster County Board of Commissioners

CONSTRUCTION CHANGE ORDER

No. CO-005

SUBJECT: ADDITIONAL ROCK SWALE

DATE OF ISSUANCE 12-20-2024 EFFECTIVE DATE 12-20-2024

OWNER Lancaster County Nebraska

CONTRACTOR Yost Excavating, Inc.

PROJECT: Ash Hollow Channel Stabilization

ENGINEER Intuition and Logic Engineering Inc.

You are directed to make the following changes in the Contract Documents:

Description: Install a new vegetated rock swale and an additional rock slope at Station 40+25.

Reason for Change Order: Modifications to address erosion issues observed on site.

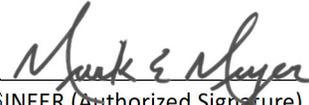
Response: Plans and quantities have been modified to reflect these changes.

This change order results in a \$19,276.00 cost increase (from \$876,872.00 to \$896,148.00) associated with the additional work.

Attachments:

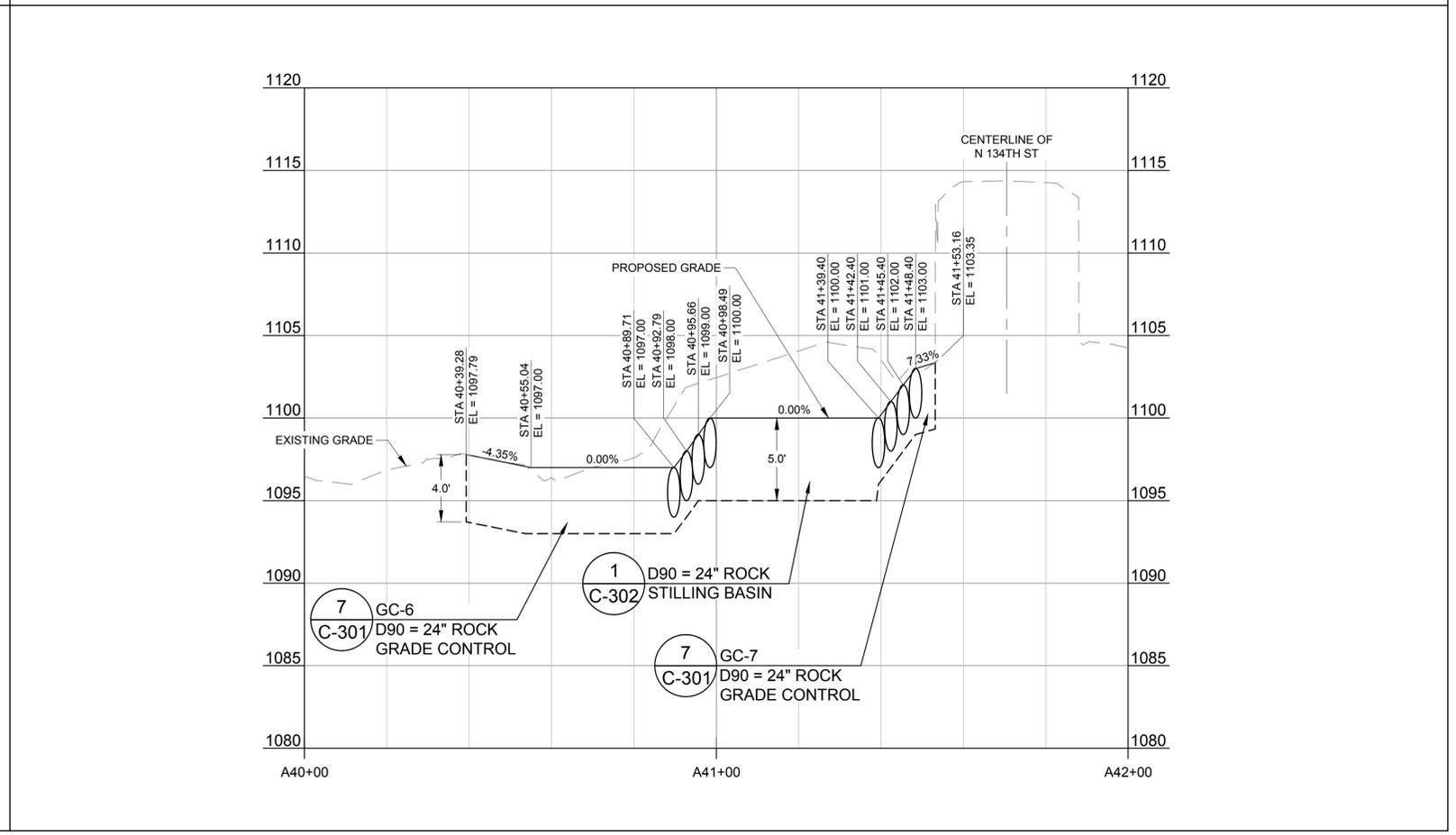
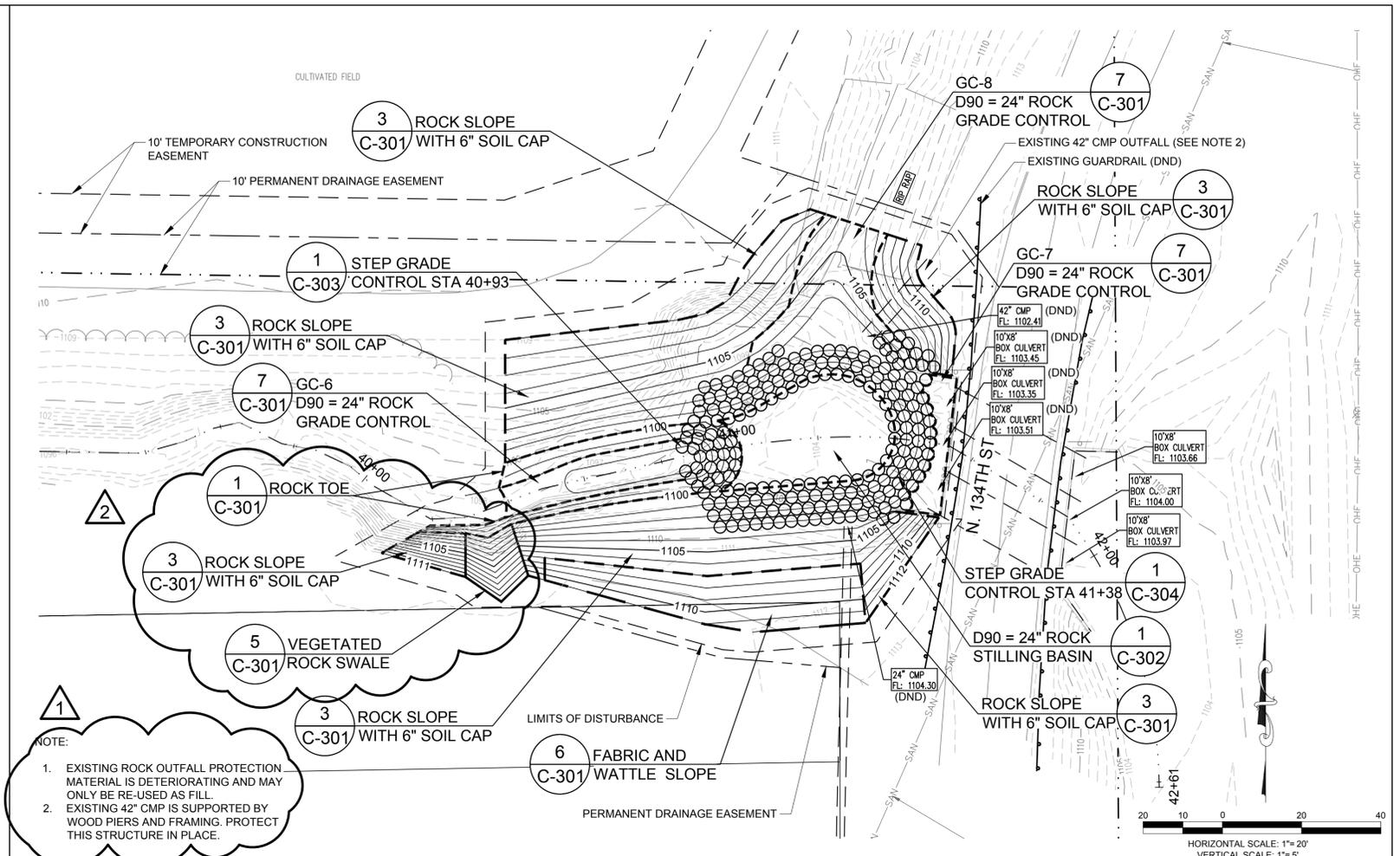
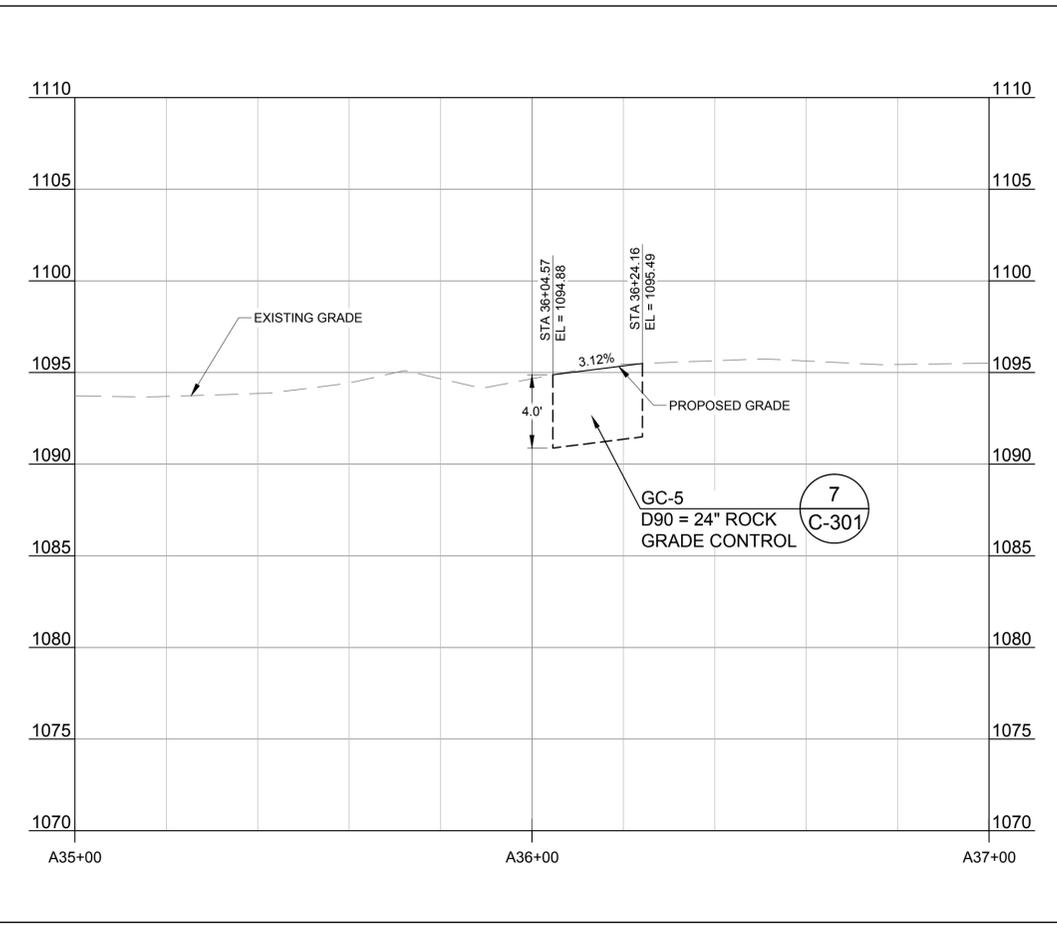
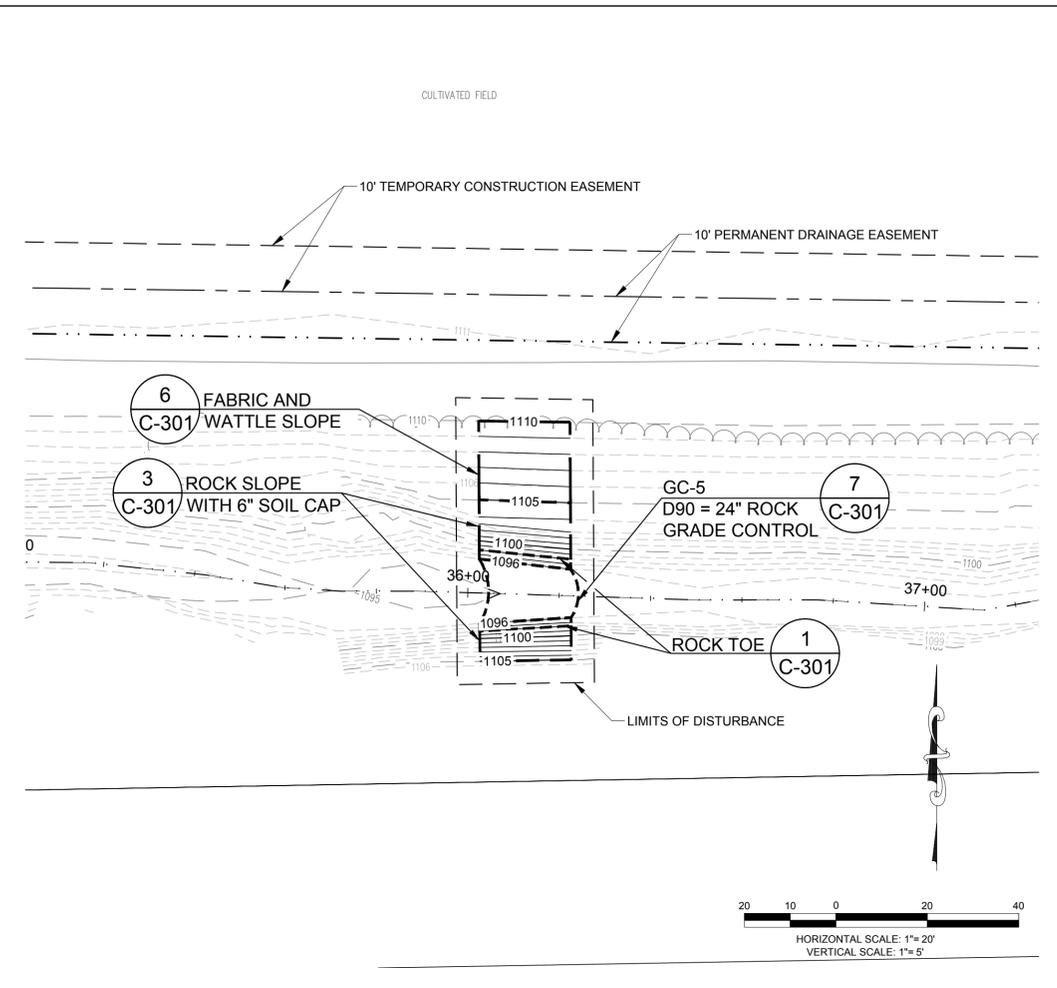
- Modified Plan Sheets
 - C-204 Plan and Profile
 - C-502 Planting Plan
 - C-503 Planting Plan

RECOMMENDED:

By: 
ENGINEER (Authorized Signature)

Date: 12-20-2024

Path: P:\2214 - LANCASTER COUNTY - Ash Hollow Channel\Construction\Change Orders and Clarifications\2024-10-29 CO4 Additional Rock Swale\CAD\Plans Plotted on: 12/16/24 @ 4:17:00 PM by JENNA.STOMBAUGH
 C-200_2214_LC_AshHollow_PP_CO4 12/16/24



INTUITION Logic
 Intuition & Logic Engineering, Inc.
 MD Certificate of Authority
 16253 Swangey Ridge Rd.
 Suite 100
 Chesterfield, MO 63017
 Phone (636) 777-3000

ASH HOLLOW CHANNEL STABILIZATION

Lancaster County, Nebraska

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Professional Engineer Seal
 Mark Edward Meyer - Engineer
 E-11103



Expiration Date: DEC. 31, 2026

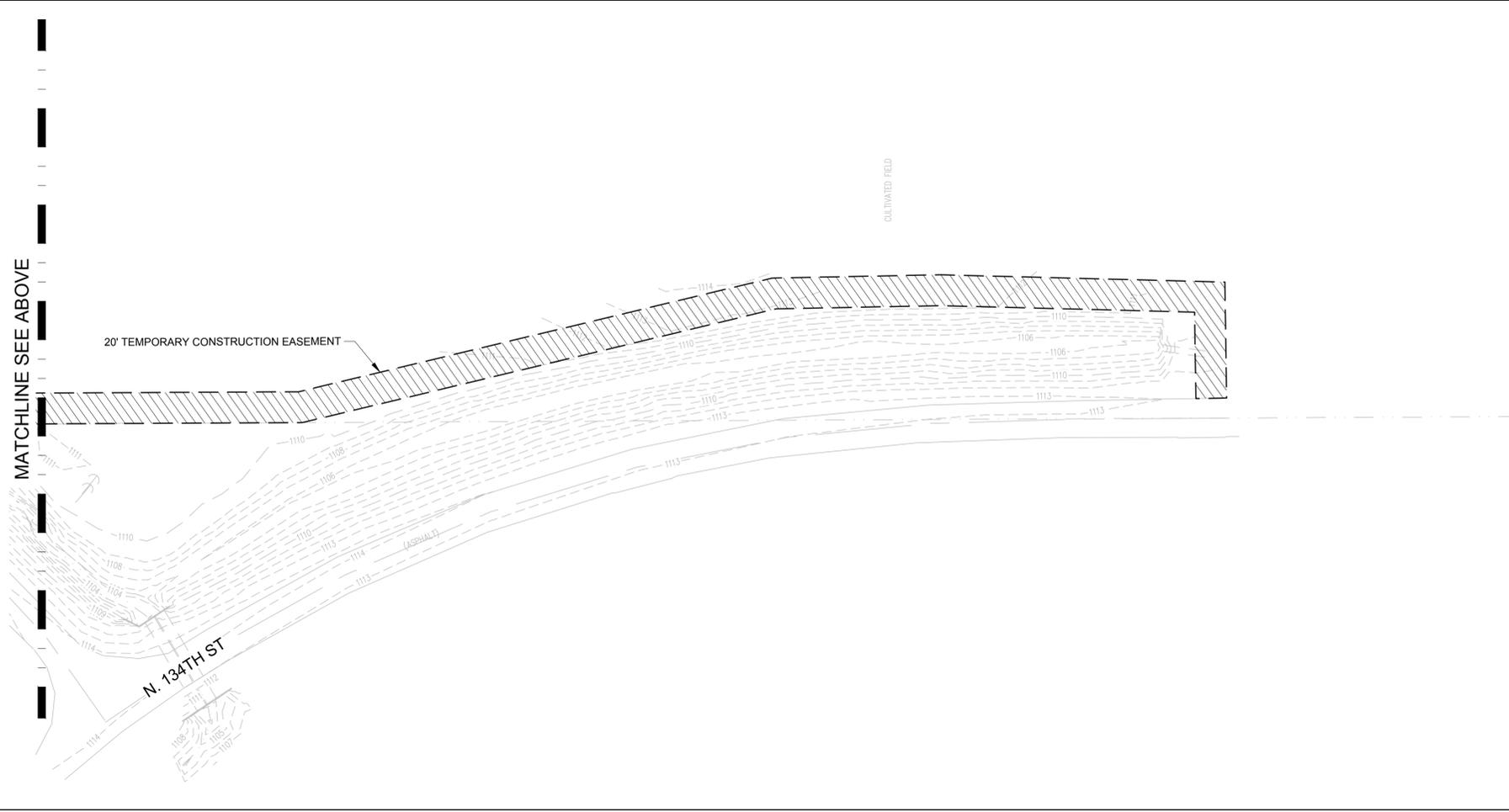
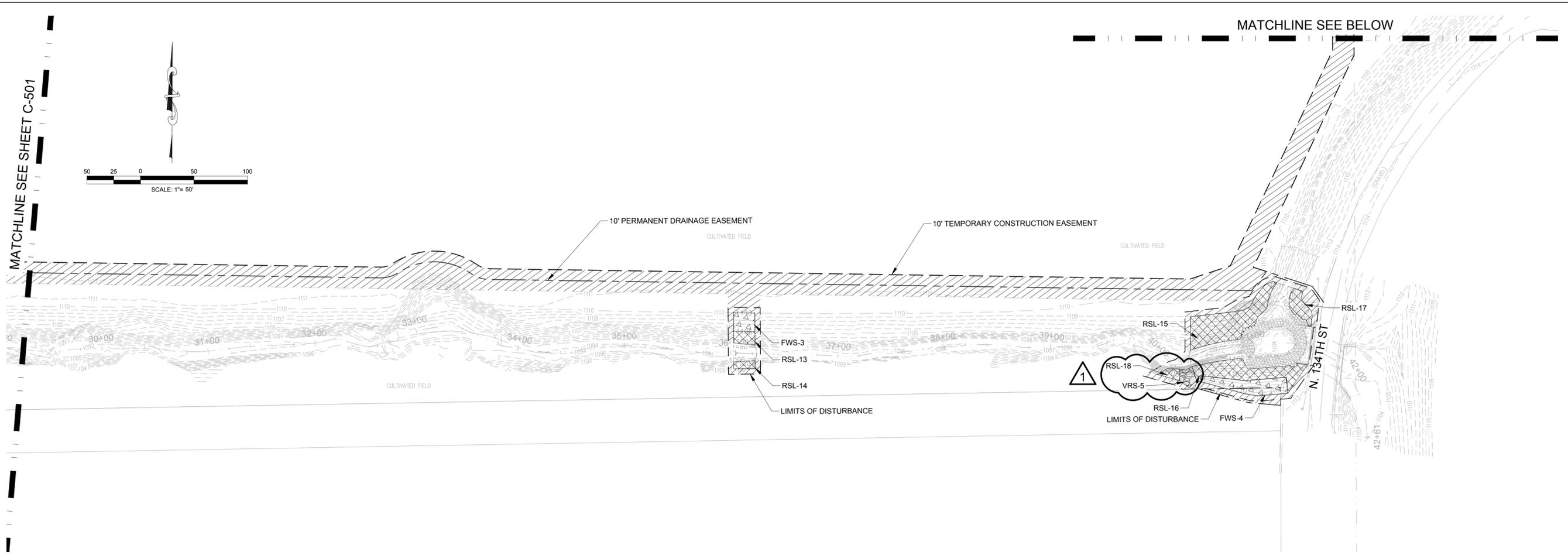
Rev	Date	Description
1	2/9/2024	CHANGE ORDER 3
2	12/13/2024	CHANGE ORDER 5

Date: OCT 26, 2023
 Drawn by: JDF
 Design by: MEM
 Checked by: TPD
 Approved by: MEM

PROJECT NO. 2214

SHEET TITLE:
PLAN AND PROFILE

SHEET NUMBER:
C-204



RESTORATION LEGEND

	RESTORATION SEEDING		FABRIC AND WATTLE SLOPE (FWS)
	ROCK SLOPE WITH 6" SOIL CAP (RSL)		VEGETATED ROCK SWALE (VRS)



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ASH HOLLOW
CHANNEL STABILIZATION
 Lancaster County, Nebraska

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Professional Engineer Seal
 Mark Edward Meyer - Engineer
 E-11103



Expiration Date: DEC. 31, 2026

Rev	Date	Description
1	12/13/2024	CHANGE ORDER 5

Date: OCT 26, 2023
 Drawn by: JDF
 Design by: MEM
 Checked by: TPD
 Approved by: MEM

PROJECT NO. 2214
 SHEET TITLE:
 PLANTING
 PLAN
 SHEET NUMBER:
C-502

Path: P:\2214 - LANCASTER COUNTY - Ash Hollow Channel\Construction\Change Orders and Clarifications\2024-10-29 CO4 Additional Rock Swale\CAD\Plans C-500_2214_LC_AshHollow_PLANTING_CO4
 Plotted on: 12/16/24 @ 4:17:55 PM by JENNA STOMBAUGH

Livestakes			RSL-1	RSL-2	RSL-3	RSL-4	RSL-5	RSL-6	RSL-7	RSL-8A	RSL-8B	RSL-9	RSL-10	RSL-11	RSL-12	RSL-13	RSL-14	RSL-15	RSL-16	RSL-17	VRS-1	VRS-2	VRS-3	VRS-4		
Botanical Name	Common Name	Form	Spacing on Center		Quantity	Quantity	Quantity	Quantity	Quantity	Quantity	Quantity	Quantity	Quantity	Quantity	Total											
<i>Cephalanthus occidentalis</i>	Buttonbush - Sugar Shack	4ft livestake	2	94	90	81	45	52	44	42	61	53	80	26	55	66	19	13	127	103	28	92	29	24	10	1234
<i>Cornus drummondii</i>	Roughleaf dogwood	4ft livestake	2	75	72	65	36	42	35	34	49	42	64	21	44	53	15	10	102	82	23	74	23	19	8	988
<i>Cornus sericea</i>	Redosier dogwood	4ft livestake	2	56	54	49	27	31	27	25	37	32	48	16	33	40	11	8	76	62	17	55	18	14	6	742
<i>Salix amygdaloides</i>	Peachleaf willow	4ft livestake	2	38	36	33	18	21	18	17	25	21	32	11	22	27	8	5	51	41	12	37	12	10	4	499
<i>Sambucus canadensis</i>	Elderberry	4ft livestake	2	112	107	97	54	62	53	50	73	63	96	32	66	79	22	15	152	123	34	110	35	28	12	1475
TOTAL				375	359	325	180	208	177	168	245	211	320	106	220	265	75	51	508	411	114	368	117	95	40	4938

- NOTES**
- Plant species randomly throughout area.
 - Apply restoration seed mix under erosion control blanket to all Rock Slope with 6" Soil Cap areas.

Fabric and Wattle Slope			FWS-1	FWS-2	FWS-3	FWS-4		
Botanical Name	Common Name	Form	Spacing on Center		Quantity	Quantity	Total	
<i>Amorpha fruticosa</i>	Shrub indigo	Bare root	4	15	12	4	10	41
<i>Cephalanthus occidentalis</i>	Buttonbush - Sugar Shack	Bare root	4	20	16	5	13	54
<i>Populus deltoides</i>	Eastern cottonwood	Bare root	4	5	4	2	4	15
<i>Quercus velutina</i>	Black oak	Bare root	4	15	12	4	10	41
<i>Sambucus canadensis</i>	Elderberry	Bare root	4	15	12	4	10	41
<i>Symphoricarpos occidentalis</i>	Snowberry	Bare root	4	20	16	5	13	54
<i>Taxodium distichum</i>	Bald cypress	Bare root	4	10	8	3	7	28
TOTAL			100	80	27	67	274	

- NOTES**
- Plant species randomly throughout area.
 - Do not plant Eastern Cottonwood, Bald Cypress, or Black Oak within 10 ft of structures or pipes.
 - Apply restoration seed mix under erosion control blanket to all Fabric and Wattle Slope areas.

Combined Plant Palette			
Botanical Name	Common Name	Form	Quantity
<i>Cephalanthus occidentalis</i>	Buttonbush - Sugar	4ft livestake	1234
<i>Cornus drummondii</i>	Roughleaf dogwood	4ft livestake	988
<i>Cornus sericea</i>	Redosier dogwood	4ft livestake	742
<i>Salix amygdaloides</i>	Peachleaf willow	4ft livestake	499
<i>Sambucus canadensis</i>	Elderberry	4ft livestake	1475
<i>Amorpha fruticosa</i>	Shrub indigo	Bare root	41
<i>Cephalanthus occidentalis</i>	Buttonbush - Sugar	Bare root	54
<i>Populus deltoides</i>	Eastern cottonwood	Bare root	15
<i>Quercus velutina</i>	Black oak	Bare root	41
<i>Sambucus canadensis</i>	Elderberry	Bare root	41
<i>Symphoricarpos occidentalis</i>	Snowberry	Bare root	54
<i>Taxodium distichum</i>	Bald cypress	Bare root	28
Grand Total			5212

THE RESTORATION SEED MIX SHALL BE TYPE "E" - LOW GROWING GRASS MIX (OUTLYING CITY AND ACREAGES) AS SPECIFIED IN THE 2023 CITY OF LINCOLN STANDARD SPECIFICATIONS ARTICLE 30.04.

Livestakes			RSL-18	VRS-5		
Botanical Name	Common Name	Form	Spacing on Center		Total	
<i>Cephalanthus occidentalis</i>	Buttonbush - Sugar Shack	4ft livestake	2	16	17	33
<i>Cornus drummondii</i>	Roughleaf dogwood	4ft livestake	2	13	14	27
<i>Cornus sericea</i>	Redosier dogwood	4ft livestake	2	10	10	20
<i>Salix amygdaloides</i>	Peachleaf willow	4ft livestake	2	7	7	14
<i>Sambucus canadensis</i>	Elderberry	4ft livestake	2	19	20	39
TOTAL			65	68	133	

- NOTES**
- Plant species randomly throughout area.
 - Apply restoration seed mix under erosion control blanket to all Rock Slope with 6" Soil Cap areas.



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ASH HOLLOW CHANNEL STABILIZATION
 Lancaster County, Nebraska

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Professional Engineer Seal
 Mark Edward Meyer - Engineer
 E-11103



Expiration Date: DEC. 31, 2026

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1	12/13/2024	CHANGE ORDER 5
-	-	-
-	-	-

Date: OCT 26, 2023
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PROJECT NO. 2214

SHEET TITLE:
PLANTING PLAN

SHEET NUMBER:
C-503